

# Form 1 - Vendor's statement

(Section 7 Land and Business (Sale and Conveyancing) Act 1994)

## Contents

Preliminary

Part A - Parties and land

Part B - Purchaser's cooling-off rights and proceeding with the purchase

Part C - Statement with respect to required particulars

Part D - Certificate with respect to prescribed inquiries by registered agent

Schedule

## Preliminary

To the purchaser:

The purpose of a statement under section 7 of the Land and Business (Sale and Conveyancing) Act 1994 is to put you on notice of certain particulars concerning the land to be acquired.

If you intend to carry out building work on the land, change the use of the land or divide the land, you should make further inquiries to determine whether this will be permitted. For example, building work may not be permitted on land not connected to a sewerage system or common drainage scheme if the land is near a watercourse, dam, bore or the River Murray and Lakes.

The Aboriginal Heritage Act 1988 protects any Aboriginal site or object on the land. Details of any such site or object may be sought from the "traditional owners" as defined in that Act.

If you desire additional information, it is up to you to make further inquiries as appropriate.

Instructions to the vendor for completing this statement:

means the Part, Division, particulars or item may not be applicable.

If it is applicable, ensure the box is ticked and complete the Part, Division, particulars or item.

If it is not applicable, ensure the box is empty or strike out the Part, Division, particulars or item. Alternatively, the Part, Division, particulars or item may be omitted, but not in the case of an item or heading in the table of particulars in Division 1 of the Schedule that is required by the instructions at the head of that table to be retained as part of this statement.

All questions must be answered with a YES or NO (inserted in the place indicated by a rectangle or square brackets below or to the side of the question).

If there is insufficient space to provide any particulars required, continue on attachments.

## Part A - Parties and land

1 Purchaser:

Address:

2 Purchaser's registered agent:

Address:

3 Vendor:

Jeanette Ambrose

Address:

702/9 Dequetteville Terrace

Kent Town SA 5067

4 Vendor's registered agent:

Fox Real Estate - RLA 226868

Address:

192 Melbourne Street

North Adelaide SA 5006

5 Date of contract (if made before this statement is served):

6 Description of the land [Identify the land including any certificate of title reference]

Whole of the Land in Certificate of Title Volume 5947 Folio 652

Whole of the Land in Certificate of Title Volume 5947 Folio 652 being Lot 129 Primary Community Strata Plan 22863 in the area named Eastwood Hundred of Adelaide better known as Unit 129/220 Greenhill Road Eastwood SA 5063

## Part B - Purchaser's cooling-off rights and proceeding with the purchase

### To the purchaser:

#### Right to cool-off (section 5)

##### 1 - Right to cool-off and restrictions on that right

You may notify the vendor of your intention not to be bound by the contract for the sale of the land UNLESS -

- (a) you purchased by auction; or
- (b) you purchased on the same day as you, or some person on your behalf, bid at the auction of the land; or
- (c) you have, before signing the contract, received independent advice from a legal practitioner and the legal practitioner has signed a certificate in the prescribed form as to the giving of that advice; or
- (d) you are a body corporate and the land is not residential land; or
- (e) the contract is made by the exercise of an option to purchase not less than 5 clear business days after the grant of the option and not less than 2 clear business days after service of this form; or
- (f) the sale is by tender and the contract is made not less than 5 clear business days after the day fixed for the closing of tenders and not less than 2 clear business days after service of this form; or
- (g) the contract also provides for the sale of a business that is not a small business.

##### 2 - Time for service

The cooling-off notice must be served -

- (a) if this form is served on you before the making of the contract - before the end of the second clear business day after the day on which the contract was made; or
- (b) if this form is served on you after the making of the contract - before the end of the second clear business day from the day on which this form is served.

However, if this form is not served on you at least 2 clear business days before the time at which settlement takes place, the cooling-off notice may be served at any time before settlement.

##### 3 - Form of cooling-off notice

The cooling-off notice must be in writing and must be signed by you.

##### 4 - Methods of service

The cooling-off notice must be -

- (a) given to the vendor personally; or
- (b) posted by registered post to the vendor at the following address:  
702/9 Dequetteville Terrace Kent Town SA 5067  
(being the vendor's last known address); or
- (c) transmitted by fax or email to the following fax number or email address:

EMAIL: nick@foxcrealestate.com.au

(being a number or address provided to you by the vendor for the purpose of service of the notice); or

- (d) left for the vendor's agent (with a person apparently responsible to the agent) at, or posted by registered post to the agent at the following address:

192 Melbourne Street North Adelaide SA 5006

being  the agent's address for service under the Land Agents Act 1994

an address nominated by the agent to you for the purpose of service of the notice

**Note** - Section 5(3) of the Land and Business (Sale and Conveyancing) Act 1994 places the onus of proving the giving of the cooling-off notice on the purchaser. It is therefore strongly recommended that -

- (a) if you intend to serve the notice by leaving it for the vendor's agent at the agent's address for service or an address nominated by the agent, you obtain an acknowledgment of service of the notice in writing;
- (b) if you intend to serve the notice by fax or email, you obtain a record of the transmission of the fax or email.

##### 5 - Effect of service

If you serve such cooling-off notice on the vendor, the contract will be taken to have been rescinded at the time when the notice was served. You are then entitled to the return of any money you paid under the contract other than -

- (a) the amount of any deposit paid if the deposit did not exceed \$100; or
- (b) an amount paid for an option to purchase the land.

**Proceeding with the purchase**

If you wish to proceed with the purchase -

- (a) it is strongly recommended that you take steps to make sure your interest in the property is adequately insured against loss or damage; and
- (b) pay particular attention to the provisions in the contract as to time of settlement - it is essential that the necessary arrangements are made to complete the purchase by the agreed date - if you do not do so, you may be in breach of the contract; and
- (c) you are entitled to retain the solicitor or registered conveyancer of your choice.

**Part C - Statement with respect to required particulars**

(section 7(1))

To the purchaser:

I  
/We

Jeanette Ambrose

of

702/9 Dequetteville Terrace

Kent Town SA 5067

being the  in relation to the transaction state that the Schedule contains all particulars required to be given to you pursuant to section 7(1) of the Land and Business (Sale and Conveyancing) Act 1994.

Date:

Signed:

Date:

Signed:

Date:

Signed:

Date:

Signed:

**Part D - Certificate with respect to prescribed inquiries by registered agent**

(section 9)

To the purchaser:

I,

certify  to the inquiries made pursuant to section 9 of the Land and Business (Sale and Conveyancing) Act 1994 confirm the completeness and accuracy of the particulars set out in the Schedule.

Exceptions:

Date:

Signed:

- By:
- Vendor's agent
  - Purchaser's agent
  - Person Authorised to act on behalf of Vendor's agent
  - Person Authorised to act on behalf of Purchaser's agent

**Schedule - Division 1 - Particulars of mortgages charges and prescribed encumbrances affecting the land**

(section 7(1)(b))

**Note -**

Section 7(3) of the Act provides that this statement need not include reference to charges arising from the imposition of rates or taxes less than 12 months before the date of service of the statement.

Where a mortgage, charge or prescribed encumbrance referred to in column 1 of the table below is applicable to the land, the particulars in relation to that mortgage, charge or prescribed encumbrance required by column 2 of the table must be set out in the table (in accordance with the instructions in the table) unless -

- (a) there is an attachment to this statement and -
  - (i) all the required particulars are contained in that attachment; and
  - (ii) the attachment is identified in column 2; and
  - (iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or
- (b) the mortgage, charge or prescribed encumbrance -
  - (i) is 1 of the following items in the table:
    - (A) under the heading 1. General -
      - 1.1 Mortgage of land
      - 1.4 Lease, agreement for lease, tenancy agreement or licence
      - 1.5 Caveat
      - 1.6 Lien or notice of a lien
    - (B) under the heading 36. Other charges -
      - 36.1 Change of any kind affecting the land (not included in another item); and
  - (ii) is registered on the certificate of title to the land; and
  - (iii) is to be discharged or satisfied prior to or at settlement.

## Table of particulars

Column 1

Column 2

Column 3

[If an item is applicable, ensure that the box for the item is ticked and complete the item.]

[If an item is not applicable, ensure that the box for the item is empty or else strike out the item or write "NOT APPLICABLE" or "N/A" in column 1.

Alternatively, the item and any inapplicable heading may be omitted, but not in the case of-

(a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and

(b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and

(c) the heading "6. Repealed Act conditions" and item 6.1; and

(d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2,

which must be retained as part of this statement whether applicable or not.]

[If an item is applicable, all particulars requested in column 2 must be set out in the item unless the Note preceding this table otherwise permits. Particulars requested in **bold type** must be set out in column 3 and all other particulars must be set out in column 2.]

[If there is more than 1 mortgage, charge or prescribed encumbrance of a kind referred to in column 1, the particulars requested in column 2 must be set out for each such mortgage, charge or prescribed encumbrance.]

[If requested particulars are set out in the item and then continued on an attachment due to insufficient space, identify the attachment in the place provided in column 2. If all of the requested particulars are contained in an attachment (instead of in the item) in accordance with the Note preceding this table, identify the attachment in the place provided in column 2 and (if required by the Note) identify the parts of the attachment that contain the particulars.]

### 1. General

|                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                  |                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| <p><b>1.1</b> Mortgage of land</p> <p>[Note - Do not omit this item. This item and its heading must be included in the statement even if not applicable.]</p> | <p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Number of mortgage (if registered):</p> <p>Name of mortgagee:</p> | <input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|

**1.2 Easement**

(whether over the land or annexed to the land)

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

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

**Is this item applicable?**

**Will this be discharged or satisfied prior to or at settlement?**

**Are there attachments?**

**If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):**

Refer to Attachment

**Description of land subject to easement:**

Whole of the Land in Certificate of Title Volume 5947 Folio 652

**Nature of easement:**

Refer to Attachment

**Are you aware of any encroachment on the easement?**

No

**If YES, give details:**

**If there is an encroachment, has approval for the encroachment been given?**

**If YES, give details:**

|                                     |
|-------------------------------------|
| <input checked="" type="checkbox"/> |
| No                                  |
| Yes                                 |

**1.3 Restrictive covenant**

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

**Is this item applicable?**

**Will this be discharged or satisfied prior to or at settlement?**

**Are there attachments?**

**If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):**

**Nature of restrictive covenant:**

**Name of person in whose favour restrictive covenant operates:**

**Does the restrictive covenant affect the whole of the land being acquired?**

**If NO, give details:**

**Does the restrictive covenant affect land other than that being acquired?**

|                          |
|--------------------------|
| <input type="checkbox"/> |
| <input type="checkbox"/> |
| <input type="checkbox"/> |

~~14~~ Lease, agreement for lease, tenancy agreement or licence

(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)

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

Is this item applicable?

Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

Name of parties:

Period of lease, agreement for lease etc:

From

to

Amount of rent or licence fee:

\$  per  (period)

Is the lease, agreement for lease etc in writing?

If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify -

(a) the Act under which the lease or licence was granted:

(b) the outstanding amounts due (including any interest or penalty):

## 5. Development Act 1993 (repealed)

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

*(Note - Do not omit this item. This item and its heading must be included in the statement even if not applicable.)*

Is this item applicable?



Will this be discharged or satisfied prior to or at settlement?

Are there attachments?

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

Refer to Annexure C (pages 1-60) for further information

Condition(s) of authorisation:

Refer to Annexure C (pages 1-60) for further information

## 6. Repealed Act conditions

|                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| <p><del>6.1</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 1967</i> (repealed)</p> <p><i>[Note: Do not omit this item. This item and its heading must be included in the statement even if not applicable.]</i></p> | <p><del>Is this item applicable?</del></p> <p><del>Will this be discharged or satisfied prior to or at settlement?</del></p> <p><del>Are there attachments?</del></p> <p><del>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</del></p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p><del>Nature of condition(s):</del></p> <div style="border: 1px solid black; height: 150px; width: 100%;"></div> | <input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|

## 7. Emergency Services Funding Act 1998

|                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                     |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <p>7.1 section 16 - Notice to pay levy</p> | <p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <div style="border: 1px solid black; padding: 5px;"> <p>Refer to Annexure E (pages 1-7) for further information</p> </div> <p>Date of notice:</p> <div style="border: 1px solid black; padding: 2px;"> <p>01-04-2026</p> </div> <p>Amount of levy payable:</p> <div style="border: 1px solid black; padding: 2px;"> <p>Nil (\$208.35 paid 25/26 FY)</p> </div> | <input checked="" type="checkbox"/><br><input type="checkbox"/> Yes<br><input type="checkbox"/> Yes |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|

## 21. Local Government Act 1999

**21.1** Notice, order, declaration, charge, claim or demand given or made under the Act

Is this item applicable?



Will this be discharged or satisfied prior to or at settlement?

Yes

Are there attachments?

Yes

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

Refer to Annexure C (pages 1-60) for further information

Date of notice, order etc:

31/03/2026

Name of council by which, or person by whom, notice, order etc is given or made:

City of Burnside

Land subject thereto:

Whole of the Land in Certificate of Title Volume 5947 Folio 652

Nature of requirements contained in notice, order etc:

Rates for current financial year, Less amount paid, Outstanding Balance

Time for carrying out requirements:

Prior to or at Settlement

Amount payable (if any):

\$514.50

## 23. Metropolitan Adelaide Road Widening Plan Act 1972

23.1 section 6 - Restriction on building work

Is this item applicable?



Will this be discharged or satisfied prior to or at settlement?

No

Are there attachments?

Yes

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

Refer to Annexure J (page 1) for further information

Does the restriction apply to all of the land?

Yes

If NO, give details about the part of the land to which the restriction applies:

## 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 attachment even if not applicable.)*

Is this item applicable?



Will this be discharged or satisfied prior to or at settlement?

 No

Are there attachments?

 Yes

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

Refer to Annexure C (pages 1-60) for further information

Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):

Zones: Urban Corridor (Boulevard) (UC(Bo))  
 Subzones: No  
 Zoning overlays: Refer to Annexure C (pages 1- 60) for further information

Is there a State heritage place on the land or is the land situated in a State heritage area?

 No

Is the land designated as a local heritage place?

 No

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?

 No

Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?

 Yes

**Note** - For further information about the Planning and Design Code visit <https://code.plan.sa.gov.au>

|                 |                                                                                             |                                                                                                             |                          |
|-----------------|---------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|--------------------------|
| <del>29.2</del> | <del>section 127 - Condition (that continues to apply) of a development authorisation</del> | <del>Is this item applicable?</del>                                                                         | <input type="checkbox"/> |
|                 |                                                                                             | <del>Will this be discharged or satisfied prior to or at settlement?</del>                                  | <input type="checkbox"/> |
|                 |                                                                                             | <del>Are there attachments?</del>                                                                           | <input type="checkbox"/> |
|                 |                                                                                             | <del>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</del> | <input type="checkbox"/> |
|                 |                                                                                             | <input type="text"/>                                                                                        |                          |
|                 |                                                                                             | Date of authorisation:                                                                                      |                          |
|                 |                                                                                             | <input type="text"/>                                                                                        |                          |
|                 |                                                                                             | Name of relevant authority that granted authorisation:                                                      |                          |
|                 |                                                                                             | <input type="text"/>                                                                                        |                          |
|                 |                                                                                             | Condition(s) of authorisation:                                                                              |                          |
|                 |                                                                                             | <input type="text"/>                                                                                        |                          |

*(Note - Do not omit this item. The item and its heading must be included in the attachment even if not applicable.)*

|                 |                                                                                |                                                                                                             |                          |
|-----------------|--------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|--------------------------|
| <del>29.3</del> | <del>section 139 - Notice of proposed work and notice may require access</del> | <del>Is this item applicable?</del>                                                                         | <input type="checkbox"/> |
|                 |                                                                                | <del>Will this be discharged or satisfied prior to or at settlement?</del>                                  | <input type="checkbox"/> |
|                 |                                                                                | <del>Are there attachments?</del>                                                                           | <input type="checkbox"/> |
|                 |                                                                                | <del>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</del> | <input type="checkbox"/> |
|                 |                                                                                | <input type="text"/>                                                                                        |                          |
|                 |                                                                                | Date of notice:                                                                                             |                          |
|                 |                                                                                | <input type="text"/>                                                                                        |                          |
|                 |                                                                                | Name of person giving notice of proposed work:                                                              |                          |
|                 |                                                                                | <input type="text"/>                                                                                        |                          |
|                 |                                                                                | Building work proposed (as stated in the notice):                                                           |                          |
|                 |                                                                                | <input type="text"/>                                                                                        |                          |
|                 |                                                                                | Other building work as required pursuant to the Act:                                                        |                          |
|                 |                                                                                | <input type="text"/>                                                                                        |                          |

~~29.4 section 140 - Notice requesting access~~

~~Is this item applicable?~~

~~Will this be discharged or satisfied prior to or at settlement?~~

~~Are there attachments?~~

~~If YES, identify the attachment(s)  
(and, if applicable, the part(s) containing the particulars):~~

~~Date of notice:~~

~~Name of person requesting access:~~

~~Reason for which access is sought (as stated in the notice):~~

~~Activity of work to be carried out:~~

~~29.5 section 141 - Order to remove or perform work~~

~~Is this item applicable?~~

~~Will this be discharged or satisfied prior to or at settlement?~~

~~Are there attachments?~~

~~If YES, identify the attachment(s)  
(and, if applicable, the part(s) containing the particulars):~~

~~Date of order:~~

~~Terms of order:~~

~~Building work (if any) required to be carried out:~~

~~Amount payable (if any):~~

~~29.6 section 142 - Notice to complete development~~

~~Is this item applicable?~~

~~Will this be discharged or satisfied prior to or at settlement?~~

~~Are there attachments?~~

~~If YES, identify the attachment(s)  
(and, if applicable, the part(s) containing the particulars):~~

~~Date of notice:~~

~~Requirements of notice:~~

~~Building work (if any) required to be carried out:~~

~~Amount payable (if any):~~

~~29.7 section 155 - Emergency order~~

~~Is this item applicable?~~

~~Will this be discharged or satisfied prior to or at settlement?~~

~~Are there attachments?~~

~~If YES, identify the attachment(s)  
(and, if applicable, the part(s) containing the particulars):~~

~~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):~~

~~29.8 section 157 - Fire safety notice~~

~~Is this item applicable?~~

~~Will this be discharged or satisfied prior to or at settlement?~~

~~Are there attachments?~~

~~If YES, identify the attachment(s)  
(and, if applicable, the part(s) containing the particulars):~~

~~[Empty text box]~~

~~Date of notice:~~

~~[Empty text box]~~

~~Name of authority giving notice:~~

~~[Empty text box]~~

~~Requirements of notice:~~

~~[Empty text box]~~

~~Building work (if any) required to be carried out:~~

~~[Empty text box]~~

~~Amount payable (if any):~~

~~[Empty text box]~~

~~29.9 section 192 or 193 - Land management agreement~~

~~Is this item applicable?~~

~~Will this be discharged or satisfied prior to or at settlement?~~

~~Are there attachments?~~

~~If YES, identify the attachment(s)  
(and, if applicable, the part(s) containing the particulars):~~

~~[Empty text box]~~

~~Date of agreement:~~

~~[Empty text box]~~

~~Names of parties:~~

~~[Empty text box]~~

~~Terms of agreement:~~

~~[Empty text box]~~

|                  |                                                                                                       |                                                                                                             |                          |
|------------------|-------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|--------------------------|
| <del>29.10</del> | <del>section 196(1) Requirement to vest land in a council or the Crown to be held as open space</del> | <del>Is this item applicable?</del>                                                                         | <input type="checkbox"/> |
|                  |                                                                                                       | <del>Will this be discharged or satisfied prior to or at settlement?</del>                                  | <input type="checkbox"/> |
|                  |                                                                                                       | <del>Are there attachments?</del>                                                                           | <input type="checkbox"/> |
|                  |                                                                                                       | <del>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</del> | <input type="checkbox"/> |
|                  |                                                                                                       |                                                                                                             |                          |
|                  |                                                                                                       | Date requirement given:                                                                                     |                          |
|                  |                                                                                                       |                                                                                                             |                          |
|                  |                                                                                                       | Name of body giving requirement:                                                                            |                          |
|                  |                                                                                                       |                                                                                                             |                          |
|                  |                                                                                                       | Nature of requirement:                                                                                      |                          |
|                  |                                                                                                       |                                                                                                             |                          |
|                  |                                                                                                       | Contribution payable (if any):                                                                              |                          |
|                  |                                                                                                       |                                                                                                             |                          |

|                  |                                                                                                     |                                                                                                             |                          |
|------------------|-----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|--------------------------|
| <del>29.11</del> | <del>section 196(2) Agreement to vest land in a council or the Crown to be held as open space</del> | <del>Is this item applicable?</del>                                                                         | <input type="checkbox"/> |
|                  |                                                                                                     | <del>Will this be discharged or satisfied prior to or at settlement?</del>                                  | <input type="checkbox"/> |
|                  |                                                                                                     | <del>Are there attachments?</del>                                                                           | <input type="checkbox"/> |
|                  |                                                                                                     | <del>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</del> | <input type="checkbox"/> |
|                  |                                                                                                     |                                                                                                             |                          |
|                  |                                                                                                     | Date of agreement:                                                                                          |                          |
|                  |                                                                                                     |                                                                                                             |                          |
|                  |                                                                                                     | Names of parties:                                                                                           |                          |
|                  |                                                                                                     |                                                                                                             |                          |
|                  |                                                                                                     | Terms of agreement:                                                                                         |                          |
|                  |                                                                                                     |                                                                                                             |                          |
|                  |                                                                                                     | Contribution payable (if any):                                                                              |                          |
|                  |                                                                                                     |                                                                                                             |                          |

~~29.12 Part 16 Division 1 Proceedings~~

~~Is this item applicable?~~

~~Will this be discharged or satisfied prior to or at settlement?~~

~~Are there attachments?~~

~~If YES, identify the attachment(s)  
(and, if applicable, the part(s) containing the particulars):~~

~~[Empty text box]~~

~~Date of commencement of proceedings:~~

~~[Empty text box]~~

~~Date of determination or order (if any):~~

~~[Empty text box]~~

~~Terms of determination or order (if any):~~

~~[Empty text box]~~

~~29.10 section 210 Enforcement notice~~

~~Is this item applicable?~~

~~Will this be discharged or satisfied prior to or at settlement?~~

~~Are there attachments?~~

~~If YES, identify the attachment(s)  
(and, if applicable, the part(s) containing the particulars):~~

~~[Empty text box]~~

~~Date notice given:~~

~~[Empty text box]~~

~~Name of designated authority giving notice:~~

~~[Empty text box]~~

~~Nature of directions contained in notice:~~

~~[Empty text box]~~

~~Building work (if any) required to be carried out:~~

~~[Empty text box]~~

~~Amount payable (if any):~~

~~[Empty text box]~~

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

~~Is this item applicable?~~

~~Will this be discharged or satisfied prior to or at settlement?~~

~~Are there attachments?~~

~~If YES, identify the attachment(s)  
(and, if applicable, the part(s) containing the particulars):~~

~~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:~~

**Particulars relating to community lot (including strata lot) or development lot**

- 1 Name of community corporation:   
 Address of community corporation:
- 2 Application must be made in writing to the community corporation for the particulars and documents referred to in 3 and 4. Application must also be made in writing to the community corporation for the documents referred to in 6 unless those documents are obtained from the Lands Titles Registration Office.
- 3 Particulars supplied by the community corporation or known to the vendor:
- (a) particulars of contributions payable in relation to the lot (including details of arrears of contributions related to the lot):
- (b) particulars of assets and liabilities of the community corporation:
- (c) particulars of expenditure that the community corporation has incurred, or has resolved to incur, and to which the owner of the lot must contribute, or is likely to be required to contribute:
- (d) if the lot is a development lot, particulars of the scheme description relating to the development lot and particulars of the obligations of the owner of the development lot under the development contract:
- (e) if the lot is a community lot, particulars of the lot entitlement of the lot:

[If any of the above particulars have not been supplied by the community corporation by the date of this statement and are not known to the vendor, state "not known" for those particulars.]

- 4 Documents supplied by the community corporation that are enclosed:
- (a) a copy of the minutes of the general meetings of the community corporation and management committee  
 ;  
for the 2 years preceding this statement / since the deposit of the community plans.  
 (\*Strike out or omit whichever is the greater period)
- (b) a copy of the statement of accounts of the community corporation last prepared;
- (c) a copy of current policies of insurance taken out by the community corporation.

[For each document indicate (YES or NO) whether or not the document has been supplied by the community corporation by the date of this statement.]

- 5 If "not known" has been specified for any particulars in 3 or a document referred to in 4 has not been supplied, set out the date of the application made to the community corporation and give details of any other steps taken to obtain the particulars or documents concerned:

- 6 The following documents are enclosed:

- (a) a copy of the scheme description (if any) and the development contract (if any);
- (b) a copy of the by-laws of the community scheme.



- 7 The following additional particulars are known to the vendor or have been supplied by the community corporation:



- 8 Further inquiries may be made to the secretary of the community corporation or the appointed community scheme manager.

Name:

Address:

#### Note-

- 1 A community corporation must (on application by or on behalf of a current or prospective owner or other relevant person) provide the particulars and documents referred to in 3(a)-(c) and 4 and must also make available for inspection any information required to establish the current financial position of the corporation, a copy of any contract with a body corporate manager and the register of owners and lot entitlements that the corporation maintains: see sections 139 and 140 of the *Community Titles Act 1996*.
- 2 Copies of the scheme description, the development contract or the by-laws of the community scheme may be obtained from the community corporation or from the Lands Titles Registration Office.
- 3 All owners of a community lot or a development lot are bound by the by-laws of the community scheme. The by-laws regulate the rights and liabilities of owners of lots in relation to their lots and the common property and matters of common concern.
- 4 For a brief description of some of the matters that need to be considered before purchasing a community lot, see Division 3 of this Schedule.

## Schedule-Division 3-Community lots and strata units



### Matters to be considered in purchasing a community lot or strata unit

The property you are buying is on strata or community title. There are **special obligations and restrictions** that go with this kind of title. Make sure you understand these. If unsure, seek legal advice before signing a contract. For example:

#### Governance

You will automatically become a member of the **body corporate**, which includes all owners and has the job of maintaining the common property and enforcing the rules. Decisions, such as the amount you must pay in levies, will be made by vote of the body corporate. You will need to take part in meetings if you wish to have a say. If outvoted, you will have to live with decisions that you might not agree with.

If you are buying into a mixed use development (one that includes commercial as well as residential lots), owners of some types of lots may be in a position to outvote owners of other types of lots. Make sure you fully understand your voting rights, see later.

#### Use of your property

You, and anyone who visits or occupies your property, will be bound by rules in the form of **articles or by-laws**. These can restrict the use of the property, for example, they can deal with keeping pets, car parking, noise, rubbish disposal, short-term letting, upkeep of buildings and so on. Make sure that you have read the articles or by-laws before you decide whether this property will suit you.

Depending on the rules, you might not be permitted to make changes to the exterior of your unit, such as installing a television aerial or an air-conditioner, building a pergola, attaching external blinds etc without the permission of the body corporate. A meeting may be needed before permission can be granted. Permission may be refused.

Note that the articles or by-laws **could change** between now and when you become the owner: the body corporate might vote to change them. Also, if you are buying before the community plan is registered, then any by-laws you have been shown are just a draft.

#### Are you buying a debt?

If there are unpaid contributions owing on this property, you can be made to pay them. You are entitled to **know the financial state of the body corporate** and you should make sure you see its records before deciding whether to buy. As a prospective owner, you can write to the body corporate requiring to see the records, including minutes of meetings, details of assets and liabilities, contributions payable, outstanding or planned expenses and insurance policies. There is a fee. To make a request, write to the secretary or management committee of the body corporate.

#### Expenses

The body corporate can **require you to maintain your property**, even if you do not agree, or can carry out maintenance and bill you for it.

The body corporate can **require you to contribute** to the cost of upkeep of the common property, even if you do not agree. Consider what future maintenance or repairs might be needed on the property in the long term.

#### Guarantee

As an owner, you are a **guarantor** of the liabilities of the body corporate. If it does not pay its debts, you can be called on to do so. Make sure you know what the liabilities are before you decide to buy. Ask the body corporate for copies of the financial records.

#### Contracts

The body corporate can make contracts. For example, it may engage a body corporate manager to do some or all of its work. It may contract with traders for maintenance work. It might engage a caretaker to look after the property. It might make any other kind of contract to buy services or products for the body corporate. Find out **what contracts the body corporate is committed to and the cost**.

The body corporate will have to raise funds from the owners to pay the money due under these contracts. As a guarantor, you could be liable if the body corporate owes money under a contract.

#### Buying off the plan

If you are buying a property that has not been built yet, then you **cannot be certain** what the end product of the development process will be. If you are buying before a community plan has been deposited, then any proposed development contract, scheme description or by-laws you have been shown could change.

#### Mixed use developments—voting rights

You may be buying into a group that is run by several different community corporations. This is common in mixed use developments, for example, where a group of apartments is combined with a hotel or a group of shops. If there is more than 1 corporation, then you should not expect that all lot owners in the group will have equal voting rights. The corporations may be structured so that, even though there are more apartments than shops in the group, the shop-owners can outvote the apartment owners on some matters. Make enquiries so that you understand how many corporations there are and what voting rights you will have.

#### Further information

The Real Estate Institute of South Australia provides an information service for enquiries about real estate transactions, see [www.reisa.com.au](http://www.reisa.com.au).

The Australian Institute of Conveyancers (SA Division) (AICSA) provides information and operates a Public Advice Service with respect to conveyancers and the conveyancing process, see [www.aicsa.com.au](http://www.aicsa.com.au). Information and the booklet about strata and community titles is available from the Legal Services Commission of South Australia at [www.lsc.sa.gov.au](http://www.lsc.sa.gov.au).

You can also seek advice from a legal practitioner.

### Particulars relating to aluminium composite panels

Has the vendor been notified that a building on the land has been identified, as part of a South Australian Building Cladding Audit initiated in 2017 and conducted by the former Department of Planning, Transport and Infrastructure in conjunction with the Metropolitan Fire Service, Country Fire Service and councils—

- (a) as having aluminium composite panels installed on the exterior of the building; and
- (b) as constituting a moderate, high or extreme risk as a result of that installation; and
- (c) as requiring remediation to reduce the risk to an acceptable level; and
- (d) as not having had the necessary remedial work performed or a determination made by the appropriate authority of the relevant council (within the meaning of section 157 of the *Planning, Development and Infrastructure Act 2016*) that no further action is required?

No

If YES, give details of the following:

1. the actions required to remediate the risk (if known):

2. the estimated costs of remediation (if known):

**ANNEXURES**

- There are no documents annexed hereto
- The following documents are annexed hereto -

Annexure A - Copy of Certificate of Title;  
 Annexure B - Form R3 Buyers Information Notice & R7 Warning Notice;  
 Annexure C - Copy of Council Search;  
 Annexure D - Copy of Property Interest Report;  
 Annexure E - Copy of Emergency Services Levy, Land Tax and SA Water Notices;  
 Annexure F - Copy of Community Strata Search;  
 Annexure G - Copy of Community By-Laws;  
 Annexure H - Copy of Community Scheme Description;  
 Annexure I - Copy of Community Development Contract;  
 Annexure J - Copy of DIT Response.

**ACKNOWLEDGEMENT OF RECEIPT OF FORM 1 - VENDOR'S STATEMENT**  
 (Section 7, Land and Business (Sale and Conveyancing) Act 1994)

the abovenamed Purchaser(s), hereby acknowledge having received this day the Form 1 with the annexures as set out above.  
 \*We

**Dated** (dd/mm/yyyy) :

**Signed:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Purchaser(s)

# ATTACHMENT



*This Attachment page is to be used only if there is insufficient space in the Part, Division, particulars or item. Please insert the relevant corresponding Part, Division, particulars or item number and heading.*

| Item Number | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PartD       | <p>Part D - Certificate with respect to prescribed inquiries by registered agent</p> <p>Exceptions:<br/>           The Property Interest Report (PIR) notes that this building was included in the 2017 SA Building Cladding Audit regarding aluminium composite panels. We have confirmed with the City of Burnside Council ("Council") that all issues identified with this building have been rectified, and the relevant council order has been removed. Council has advised that this information has been provided to Plan SA for processing. Please note that there may be a delay before this update is reflected in the PIR, as Plan SA must process the information and notify Land Services SA. As at the date of this Form 1, Council is unable to provide formal written confirmation of rectification, but has verbally confirmed the above.</p> |
| 1.2         | <p>Is this item applicable? Yes<br/>           Will this be discharged or satisfied prior to or at settlement? No.<br/>           Description of land subject to easement: Certificate of Title Volume 5947 Folio 652<br/>           Nature of easement: Together with free and unrestricted right(s) of way over the Land Marked B on CP 22863<br/>           Are you aware of any encroachment on the easement? No<br/>           If YES, give details:<br/>           If there is an encroachment, has approval for the encroachment been given?<br/>           If YES, give details:</p>                                                                                                                                                                                                                                                                   |
| 1.2         | <p>Is this item applicable? Yes<br/>           Will this be discharged or satisfied prior to or at settlement? No.<br/>           Description of land subject to easement: Certificate of Title Volume 5947 Folio 652<br/>           Nature of easement: Together with Easement(s) over the Land Marked D on CP 22863 for drainage purposes (RTC 9283538)<br/>           Are you aware of any encroachment on the easement? No<br/>           If YES, give details:<br/>           If there is an encroachment, has approval for the encroachment been given?<br/>           If YES, give details:</p>                                                                                                                                                                                                                                                         |
| 1.2         | <p>Is this item applicable? Yes<br/>           Will this be discharged or satisfied prior to or at settlement? No.<br/>           Description of land subject to easement: Certificate of Title Volume 5947 Folio 652<br/>           Nature of easement: Together with Easement(s) over the Land Marked D on CP 22863 for sewerage purposes (RTC 9283538)<br/>           Are you aware of any encroachment on the easement? No<br/>           If YES, give details:<br/>           If there is an encroachment, has approval for the encroachment been given?<br/>           If YES, give details:</p>                                                                                                                                                                                                                                                         |
| 1.2         | <p>Is this item applicable? Yes<br/>           Will this be discharged or satisfied prior to or at settlement? No.<br/>           Description of land subject to easement: Certificate of Title Volume 5947 Folio 652<br/>           Nature of easement: SA Power Networks (Formerly ETSA Corporation) has a Statutory Easement under Schedule 2 of the Electricity Corporations Act 1994<br/>           Are you aware of any encroachment on the easement? No<br/>           If YES, give details:<br/>           If there is an encroachment, has approval for the encroachment been given?<br/>           If YES, give details:</p>                                                                                                                                                                                                                         |



|                    |                               |
|--------------------|-------------------------------|
| Product            | Register Search (CT 5947/652) |
| Date/Time          | 31/03/2026 12:27PM            |
| Customer Reference | 26/31231 CRN 59907            |
| Order ID           | 20260331005030                |

REAL PROPERTY ACT, 1986



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 5947 Folio 652

|                     |                           |           |                           |
|---------------------|---------------------------|-----------|---------------------------|
| Parent Title(s)     | CT 5867/970               |           |                           |
| Creating Dealing(s) | VE 10268592, ACT 10268593 |           |                           |
| Title Issued        | 30/08/2005                | Edition 3 | Edition Issued 26/11/2019 |

## Estate Type

FEE SIMPLE

## Registered Proprietor

JEANETTE AMBROSE  
OF UNIT 129 220 GREENHILL ROAD EASTWOOD SA 5063

## Description of Land

LOT 129 PRIMARY COMMUNITY STRATA PLAN 22863  
IN THE AREA NAMED EASTWOOD  
HUNDRED OF ADELAIDE

## Easements

TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED D ON CP 22863 FOR DRAINAGE PURPOSES (RTC 9283538)

TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED D ON CP 22863 FOR SEWERAGE PURPOSES (RTC 9283538)

TOGETHER WITH FREE AND UNRESTRICTED RIGHT(S) OF WAY OVER THE LAND MARKED B ON CP 22863

## Schedule of Dealings

NIL

## Notations

|                          |     |
|--------------------------|-----|
| Dealings Affecting Title | NIL |
|--------------------------|-----|

|                  |     |
|------------------|-----|
| Priority Notices | NIL |
|------------------|-----|

### Notations on Plan

| Lodgement Date | Dealing Number | Description          | Status |
|----------------|----------------|----------------------|--------|
| 20/07/2005     | 10268596       | DEVELOPMENT CONTRACT | FILED  |
| 01/05/2015     | 12323214       | SCHEME DESCRIPTION   | FILED  |
| 24/07/2025     | 14579030       | BY-LAWS              | FILED  |

|                           |     |
|---------------------------|-----|
| Registrar-General's Notes | NIL |
|---------------------------|-----|

|                          |     |
|--------------------------|-----|
| Administrative Interests | NIL |
|--------------------------|-----|

## ANNEXURE B

## Form R3

## Buyers information notice

*Land and Business (Sale and Conveyancing) Act 1994 section 13A*

*Land and Business (Sale and Conveyancing) Regulations 2010 regulation 17*

Before you buy a home there are a number of things that you should investigate and consider. Though it may not be obvious at the time, there could be matters that may affect your enjoyment of the property, the safety of people on the property or the value of the property.

The following questions may help you to identify if a property is appropriate to purchase. In many cases the questions relate to a variety of laws and standards. These laws and standards change over time, so it is important to seek the most up to date information. Various government agencies can provide up to date and relevant information on many of these questions. To find out more, Consumer and Business Services recommends that you check the website: [www.cbs.sa.gov.au](http://www.cbs.sa.gov.au)

Consider having a professional building inspection done before proceeding with a purchase. A building inspection will help you answer some of the questions below.

The questions have been categorised under the headings **Safety**, **Enjoyment** and **Value**, but all of the issues are relevant to each heading.

### Safety

---

- Is there **asbestos** in any of the buildings or elsewhere on the property eg sheds and fences?
- Does the property have any significant **defects** eg **cracking** or **salt damp**? Have the wet areas been waterproofed?
- Is the property in a **bushfire** prone area?
- Are the **electrical wiring**, **gas installation**, **plumbing and appliances** in good working order and in good condition? Is a **safety switch** (RCD) installed? Is it working?
- Are there any prohibited **gas appliances** in bedrooms or bathrooms?
- Are **smoke alarms** installed in the house? If so, are they hardwired? Are they in good working order and in good condition? Are they compliant?
- Is there a **swimming pool and/or spa pool** installed on the property? Are there any safety barriers or fences in place? Do they conform to current standards?
- Does the property have any **termite** or other pest infestations? Is there a current preventive termite treatment program in place? Was the property treated at some stage with persistent organochlorins (now banned) or other **toxic** termiticides?
- Has fill been used on the site? Is the soil contaminated by **chemical residues** or waste?
- Does the property use **cooling towers** or manufactured warm water systems? If so, what are the maintenance requirements?

## Enjoyment

---

- Does the property have any **stormwater** problems?
- Is the property in a **flood prone** area? Is the property prone to coastal flooding?
- Does the property have an on-site **wastewater treatment facility** such as a septic tank installed? If so, what are the maintenance requirements? Is it compliant?
- Is a **sewer mains connection** available?
- Are all gutters, downpipes and stormwater systems in good working order and in good condition?
- Is the property near **power lines**? Are there any trees on the property near power lines? Are you considering planting any trees? Do all structures and trees maintain the required clearance from any power lines?
- Are there any **significant** trees on the property?
- Is this property a unit on **strata or community title**? What could this mean for you? Is this property on strata or community title? Do you understand the restrictions of use and the financial obligations of ownership? Will you have to pay a previous owner's debt or the cost of planned improvements?
- Is the property close to a hotel, restaurant or other venue with entertainment consent for live music? Is the property close to any industrial or commercial activity, a busy road or airport etc that may result in the generation of **noise** or the **emission of materials or odours** into the air?
- What appliances, equipment and fittings are included in the sale of the property?
- Is there sufficient car parking space available to the property?

## Value

---

- Are there any **illegal or unapproved additions**, extensions or alterations to the buildings on the property?
- How **energy efficient** is the home, including appliances and lighting? What **energy sources** (eg electricity, gas) are available?
- Is the property connected to SA Water operated and maintained **mains water**? Is a mains water connection available? Does the property have a **recycled water** connection? What sort of water meter is located on the property (a **direct or indirect meter** – an indirect meter can be located some distance from the property)? Is the property connected to a water meter that is also serving another property?
- Are there water taps outside the building? Is there a watering system installed? Are they in good working order and in good condition?
- Does the property have **alternative sources** of water other than mains water supply (including **bore or rainwater**)? If so, are there any special maintenance requirements?

For more information on these matters visit: [www.cbs.sa.gov.au](http://www.cbs.sa.gov.au)

Disclaimer: There may be other issues relevant to the purchase of real estate. If you are unable to ascertain enough information about the questions raised in this form and any other concerns you may have we strongly recommend you obtain independent advice through a building inspection, a lawyer, and a financial adviser.

# Form R7

## Warning notice

### Financial and investment advice

*Land and Business (Sale and Conveyancing) Act 1994 section 24B*

*Land and Business (Sale and Conveyancing) Regulations 2010 regulation 21*

A land agent or sales representative who provides financial or investment advice to you in connection with the sale or purchase of land or a business is obliged to tell you the following —

**You should assess the suitability of any purchase of the land or business in light of your own needs and circumstances by seeking independent financial and legal advice.**

NOTE: For the purposes of section 24B of the Act, an agent or sales representative who provides financial or investment advice to a person in connection with the sale or purchase of land or a business must

- in the case of oral advice - immediately before giving the advice, give the person warning of the matters set out in this Form orally, prefaced by the words **"I am legally required to give you this warning"**; or
- in the case of written advice - at the same time as giving the advice or as soon as reasonably practicable after giving the advice, give the person this Form, printed or typewritten in not smaller than 12-point type.



Civic Centre: 401 Greenhill Road, Tasmore SA 5065  
 Postal Address: PO Box 9, Glenside SA 5065  
 ABN: 66 452 640 504  
 Telephone: (08) 8366 4200  
 Fax: (08) 8366 4299

## Land and Business (Sale and Conveyancing) Act Property Interest Report

|                     |                                                               |                       |                                                |
|---------------------|---------------------------------------------------------------|-----------------------|------------------------------------------------|
| <b>Request No.:</b> | Cert0462\26                                                   | <b>Date of Issue:</b> | 01/04/2026                                     |
| <b>Applicant:</b>   | Commercial & Legal<br>278 Flinders Street<br>ADELAIDE SA 5000 | <b>CT No.:</b>        | ALLOT 129 Sec 254 CP<br>22863 Vol 5947 Fol 652 |
| <b>Property:</b>    | 129/220-224 Greenhill Road EASTWOOD SA 5063                   |                       |                                                |

Pursuant to the provisions of the regulations under the Land and Business (Sale and Conveyancing) Act, 1994, Council hereby provides particulars and documentary material in response to your enquiry.

### PRESCRIBED ENCUMBRANCES AND PARTICULARS REQUIRED

#### Part 3 – Development Plan, Development Act 1993

|                                                                                                                                                                                                                               |                                                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| • Title or other brief description of zone or policy area in which the land is situated (per the Development Plan):                                                                                                           | N/A                                                                                        |
| • Is the land situated in a designated state heritage area?                                                                                                                                                                   | N/A                                                                                        |
| • Is the land designated as a place of local heritage value?                                                                                                                                                                  | N/A                                                                                        |
| • Is there a Development Plan Amendment released for public consultation by the Council on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?  | No                                                                                         |
| • If Yes, state the name of the Council:                                                                                                                                                                                      | N/A                                                                                        |
| • Is there a Development Plan Amendment released for public consultation by the Minister on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? | No                                                                                         |
| <b>Section 42</b> – condition (that continues to apply) of a development authorisation (refer attached for details if applicable):                                                                                            | Yes<br>180/00601/99/DL<br>180/01114/01/C3<br>180/01190/02/C3<br>180\0102\07<br>180\0262\05 |

#### Part 5 - PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016

|                                                                                                                                                                                                                                                        |                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| • Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code)                                                                                                               | 26302 UC(Bo)<br>Urban Corridor<br>(Boulevard)<br><br>Refer to PlanSA Section 7 Report for further information. |
| • Is the land situated in a designated state heritage area?                                                                                                                                                                                            | No                                                                                                             |
| • Is the land designated as a place of local heritage value?                                                                                                                                                                                           | Refer to PlanSA Section 7 Report for further information.                                                      |
| • Is there a tree declared to be a significant tree or a stand of trees declared to be significant on the land?                                                                                                                                        | Refer to PlanSA Section 7 Report for further information.                                                      |
| • Is there a Planning and Design Code amendment released for public consultation by the State Planning Commission on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? | Yes                                                                                                            |

| <b>REPEALED ACT CONDITIONS</b>                                                                                                                                                                                                                                                                                                                               |    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| Condition (that continues to apply) of an approval or authorisation granted under the following Acts (refer attached for details if applicable):<br><ul style="list-style-type: none"> <li>○ Building Act 1971</li> <li>○ City of Adelaide Development Control Act 1976</li> <li>○ Planning and Development Act 1966</li> <li>○ Planning Act 1982</li> </ul> | No |
| <b>DEVELOPMENT ACT 1993</b>                                                                                                                                                                                                                                                                                                                                  |    |
| Section 50(1) – requirement to vest land in a Council or the Crown to be held as open space                                                                                                                                                                                                                                                                  | No |
| Section 50(2) – agreement to vest land in a Council or the Crown to be held as open space                                                                                                                                                                                                                                                                    | No |
| Section 55 – order to remove work or perform work                                                                                                                                                                                                                                                                                                            | No |
| Section 56 – notice to complete development                                                                                                                                                                                                                                                                                                                  | No |
| Section 57 – land management agreement                                                                                                                                                                                                                                                                                                                       | No |
| Section 48 or 58 – for the destruction or control of animal or plants                                                                                                                                                                                                                                                                                        | No |
| Section 69 – emergency order                                                                                                                                                                                                                                                                                                                                 | No |
| Section 71 – fire safety notice                                                                                                                                                                                                                                                                                                                              | No |
| Section 84 – enforcement notice                                                                                                                                                                                                                                                                                                                              | No |
| Section 85(6), 85(10) or 106 – enforcement order                                                                                                                                                                                                                                                                                                             | No |
| Part 11 Division 11 – proceedings                                                                                                                                                                                                                                                                                                                            | No |
| <b>FIRE AND EMERGENCY SERVICES ACT 2005</b>                                                                                                                                                                                                                                                                                                                  |    |
| Section 105F – fire prevention or notice to prevent fires on private land                                                                                                                                                                                                                                                                                    | No |
| <b>HEALTH – FOOD ACT 2001</b>                                                                                                                                                                                                                                                                                                                                |    |
| Section 44 – improvement notice                                                                                                                                                                                                                                                                                                                              | No |
| Section 46 – prohibition order                                                                                                                                                                                                                                                                                                                               | No |
| <b>LOCAL NUISANCE AND LITTER CONTROL ACT 2016</b>                                                                                                                                                                                                                                                                                                            |    |
| Section 30 – Nuisance or Litter abatement notice                                                                                                                                                                                                                                                                                                             | No |
| <b>SOUTH AUSTRALIAN PUBLIC HEALTH ACT 2011</b>                                                                                                                                                                                                                                                                                                               |    |
| Section 92 Notice                                                                                                                                                                                                                                                                                                                                            | No |
| <b>LAND ACQUISITION ACT 1969</b>                                                                                                                                                                                                                                                                                                                             |    |
| Section 10 – Notices of intention to acquire                                                                                                                                                                                                                                                                                                                 | No |
| <b>HOUSING IMPROVEMENT ACT 1940</b>                                                                                                                                                                                                                                                                                                                          |    |
| Section 23 – declaration that house is undesirable or unfit for human habitation                                                                                                                                                                                                                                                                             | No |
| <b>LOCAL GOVERNMENT ACT 1934</b>                                                                                                                                                                                                                                                                                                                             |    |
| Notice, order, declaration, charge, claim or demand given/made under the Act                                                                                                                                                                                                                                                                                 | No |
| <b>LOCAL GOVERNMENT ACT 1999</b>                                                                                                                                                                                                                                                                                                                             |    |
| Notice, order, declaration, charge, claim or demand given/made under the Act                                                                                                                                                                                                                                                                                 | No |
| <b>PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016</b>                                                                                                                                                                                                                                                                                                     |    |
| Section 141 – order to remove work or perform work                                                                                                                                                                                                                                                                                                           | No |
| Section 142 – notice to complete development                                                                                                                                                                                                                                                                                                                 | No |
| Section 155 – emergency order                                                                                                                                                                                                                                                                                                                                | No |
| Section 157 – fire safety notice                                                                                                                                                                                                                                                                                                                             | No |
| Section 198(1) – requirement to vest land in a Council or the Crown to be held as open space                                                                                                                                                                                                                                                                 | No |
| Section 198(2) – agreement to vest land in a Council or the Crown to be held as open space                                                                                                                                                                                                                                                                   | No |
| Part 16 Division 1 – proceedings                                                                                                                                                                                                                                                                                                                             | No |
| Section 213, 214(6), 214(10), 222 – enforcement notice                                                                                                                                                                                                                                                                                                       | No |

**PUBLIC AND ENVIRONMENTAL HEALTH ACT 1987**

|                                                |    |
|------------------------------------------------|----|
| Notice or declaration of insanitary conditions | No |
|------------------------------------------------|----|

**BUILDING INDEMNITY INSURANCE**

| Approval No. | Insurer | Policy Issued | Contract Date | Builder |
|--------------|---------|---------------|---------------|---------|
| NW           |         |               |               |         |

**ENVIRONMENT PROTECTION**

|                                                                                                                                                                                                                                                                                                                                            |          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <ul style="list-style-type: none"> <li>Does the council hold details of any development approvals relating to           <ul style="list-style-type: none"> <li>(a) commercial or industrial activity at the land; or</li> <li>(b) change in the use of the land or part of the land (per the Development Act 1993)?</li> </ul> </li> </ul> | No<br>No |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|

**Notes****Swimming Pools (if applicable)**

*On or before any settlement takes place with respect to any transfer of title to the land, the vendor is required to install, replace or upgrade any prescribed designated swimming pool safety features that are required in relation to any swimming pool (including any spa pool) that is located on the land. After settlement, the purchaser (new owner) will then be required to ensure that those safety features have been so installed, replaced or upgraded as necessary on the land (and if they have not been installed, replaced or upgraded, the new owner will be required to install, replace or upgrade those designated safety features in accordance with the relevant prescribed requirements) and thereafter the new owner must ensure that those designated safety features are maintained in accordance with the relevant prescribed requirements.*

**APPROVAL NOTICES WITHOUT ON-GOING CONDITIONS**

180\1174\13  
 180\00599\99\CT  
 189\0926\05  
 180\00961\01\C1



\_\_\_\_\_  
 Authorised Officer  
 City of Burnside

**Note:**

- The information provided is as required by the Land and Business (Sale and Conveyancing) Act 1994. The information should not be taken as a representation as to whether or not any other charges or encumbrances affect the subject land.
- The Property Interest Report discloses prescribed information that Council has a statutory obligation to disclose.
- Refer to attached Decision Notification Forms for details of development authorisation(s) granted.

## OFFICIAL

# Data Extract for Section 7 search purposes

Valuation ID 1855595286

**Data Extract Date:** 01/04/2026

### 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:** C22863 FL129

**Certificate Title:** CT5947/652

**Property Address:** UNIT 129 220 GREENHILL RD EASTWOOD SA 5063

### Zones

Urban Corridor (Boulevard) (UC(Bo))

### Subzones

No

### Zoning overlays

#### Overlays

#### **Airport Building Heights (Regulated) (All structures over 45 metres)**

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.

#### **Advertising Near Signalised Intersections**

The Advertising Near Signalised Intersections Overlay seeks to ensure advertising near signalised intersections does not pose an unacceptable risk to pedestrian or road safety.

#### **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.

#### **Future Road Widening**

## OFFICIAL

The Future Road Widening Overlay seeks to ensure development will not compromise efficient delivery of future road widening requirements.

### **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.

### **Major Urban Transport Routes**

The Major Urban Transport Routes Overlay seeks to ensure safe and efficient vehicle movement and access along major urban transport routes.

### **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.

### **Traffic Generating Development**

The Traffic Generating Development Overlay aims to ensure safe and efficient vehicle movement and access along urban transport routes and major urban transport routes.

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

No

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

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

### Is the land designated as a Local Heritage Place

No

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

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

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

No

Under the Planning, Development and Infrastructure Act 2016 (the Act), a tree may be declared as a significant tree in the Code, or it may be declared as a significant or regulated tree by the Planning, Development and Infrastructure (General) Regulations 2017. Under the Act, protections exist for trees declared to be significant

## OFFICIAL

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**



## Decision Notification Form

|                          |                                         |
|--------------------------|-----------------------------------------|
| Development Application: | 180\0102\07                             |
| Applicant:               | Greenhill Road Investments Pty Ltd      |
| Nature of Development:   | Amendment to community title            |
| Location                 | 220-224 Greenhill Road EASTWOOD SA 5063 |

|                       |            |                      |  |
|-----------------------|------------|----------------------|--|
| Application Received: | 30\01\2007 | DAC Reference:       |  |
| Application Lodged:   | 30\01\2007 | ERD Court Reference: |  |

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  | Granted        | 16\02\2007        | 1                 |
| Land Division Consent                 | -              | -                 | -                 |
| Land Division Community Title Consent | Granted        | 16\02\2007        | -                 |
| Provisional Building Rules Consent    | -              | -                 | -                 |
| Public Space                          | -              | -                 | -                 |
| Other                                 | -              | -                 | -                 |
| <b>DEVELOPMENT APPROVAL</b>           | <b>Granted</b> | <b>16\02\2007</b> | <b>1</b>          |

**Building Classification Granted:** N/A

Details of any conditions imposed on this consent/approval or the reasons for its refusal are set out on the attached sheet.

The applicant may lodge an appeal with the Environment, Resources and Development Court against this decision within (2) months of the date of this decision.

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

~~Any consent/approval is not operative until the period specified in the Development Act, 1993 in respect if any relevant appeals by third parties to the Environment, Resource and Development Court have expired (15 business days from the date of this decision).~~

~~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 undertake site works or building work or change the use of the land until notification of a Development Approval has been received.~~

Signed: .....

Council Chief Executive Officer or Delegate

Dated: .....

ERD Court

Sheets Attached

cc Owner



**DEVELOPMENT APPLICATION NO. 180\0102\07**

**Provisional Development Plan Consent Conditions**

- 1 The development granted Provisional Development Plan Consent for Development Application 180\0102\07 shall be undertaken in accordance with the plans received by Council on 30 January 2007 to the satisfaction of Council except where varied by conditions below (if any).

**Reason:**

To ensure that the development is undertaken in accordance with the application details.



## DEVELOPMENT APPLICATION NO. 180\0102\07

### Advisory Notes

#### 1 **Building Consent**

Development Approval will not be granted until a Provisional Building Rules Consent has been obtained. A separate application must be submitted for such consent. No building work or change of classification is permitted until the Development Approval has been obtained.

#### 2 **Expiration Time of Approval**

Pursuant to the provisions of Regulation 48 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 relevant development has been lawfully commenced by substantial work on the site of the development within 12 months, 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.

#### 3 **Boundaries**

It is recommended that as the Applicant is undertaking work on or near the boundary, the Applicant should ensure that the boundaries are clearly defined, by a Licensed Surveyor, prior to the commencement of any building work.

#### 4 **Other Authorities**

The Applicant must ensure that any consent from other authorities (including but not limited to SA Water, Telstra, Native Vegetation Board, ETSA, AGL, Australia Post) that may be required to undertake the development, has been granted by that authority prior to the commencement of the development and any alterations that may be required are to be at the Applicant's expense.

#### 5 **Crossing Places**

Any variation to the crossing places, including modifications to existing crossing places, redundant crossing places or new crossing places, must be approved by Council.

Any work required in relation to crossing places will be undertaken by Council and the Applicant will be charged directly for the work. A quotation for the work will be provided by Council to the Applicant prior to the work being undertaken.

For further information in relation to crossing places, please contact Council's Customer Service Centre on 8366 4200. Application forms are available from our webpage: [www.burnside.sa.gov.au](http://www.burnside.sa.gov.au)

#### 6 **Drainage Water**

Collected drainage water from any landscaped areas, planter boxes, seepage collection systems, water features, swimming pools and air conditioning units must be discharged to the sewer.



## DEVELOPMENT APPLICATION NO. 180\0102\07

### Advisory Notes (continued)

#### 7 **Street Trees**

In relation to any street trees adjacent to the proposed development:

- The sewerage serving the development shall be laid out and designed in such a manner which ensures retention of the existing street tree(s) notwithstanding the requirements of the Regulations under the Sewerage Act, 1929;
- No existing street tree(s) will be pruned to maintain lines of sight to the proposed sign or the building / façade. Any pruning of the tree(s), necessary to maintain the clearance between the tree(s) and the structure shall only be carried out by Council;
- No street tree(s) will be removed; and
- Should the Applicant wish to remove a street tree, a separate approval is required.

For further information in relation to street trees, please contact Council's Customer Service Centre on 8366 4200.

#### 8 **Stormwater Discharge**

In relation to any proposed stormwater discharge from the property, the following requirements shall be complied with:

- The Applicant must ensure that stormwater run off from the proposed development is collected and discharged to the building stormwater system. All down pipes required to discharge the stormwater run off must be installed within the property boundary.
- All car parks, driveways and vehicle manoeuvring areas shall be graded to ensure that no surface water or rubble from within the property is transported across the footpath.
- The connection of any building stormwater system to any part of Council's underground drainage system shall be in accordance with Council guidelines.

For further information in relation to stormwater discharge, please contact Council's Customer Service Centre on 8366 4200.

#### 9 **Noise**

The emission of noise is subject to control under the Environment Protection Act and Regulations, 1993 and the Applicant (or person with the benefit of this consent) should comply with those requirements.

#### 10 **Fences Act 1975**

The Applicant is reminded of the requirements of the Fences Act 1975. Should the proposed works require the removal, alteration or repair of an existing boundary fence a 'Notice of Intention' must be served to adjoining Owners. Please contact the Legal Services Commission for further advice on 8463 3555.



## DEVELOPMENT APPLICATION NO. 180\0102\07

### Advisory Notes (continued)

#### 11 Consultation with Adjoining Owners

In addition to notification and other requirements under the Development Act and Fences Act, it is recommended that the Applicant/Owner consult with adjoining Owners and occupiers at the earliest possible opportunity after Development Approval, advising them of proposed development work so as to identify and discuss any issues needed resolution such as boundary fencing, retaining walls, trees / roots, drainage changes, temporary access, waste discharges, positioning of temporary toilets etc.

#### 12 Building Site Management

Upon granting of Development Approval, any person undertaking the development shall be required to conform to the following guidelines:

##### **Construction Hours**

That construction shall take place between 7am and 7pm Monday to Saturday and between 9am and 6pm on Sundays and public holidays. All such work shall be undertaken in such a manner so as not to cause any nuisance or annoyance to any of the occupiers of buildings within the locality.

##### **Dust Emissions**

That dust emissions from the site shall be controlled by a dust suppressant or by watering regularly.

##### **Waste Receptacle**

That the builder shall at all times provide and maintain a waste receptacle on the site for the storage of builder's waste. This receptacle shall be located on site for the duration of the construction period and be emptied as required.

##### **Stormwater Runoff**

That all runoff and stormwater from the subject site during the construction period must be either contained on site or directed through a temporary sediment trap, prior to discharge to the stormwater system.

##### **Hard Waste Litter Storage**

That all hard building materials be stored in a manner that secures it on site during the construction works.

##### **Site Security**

That the site shall be secured at all times to prevent unauthorised access and that adjoining properties are secure at all times during the period of construction works where fences have been removed.

##### **Public Realm**

That any work in the public realm requiring street occupation or hoardings requires Council consent, which must be granted prior to the commencement of the construction works.

##### **Damage to Council's Footpath/Kerbing/Road Pavement/Verge**

Section 779 of the Local Government Act provides that where damage to Council footpath/kerbing/road pavement/verge occurs as a result of the construction, the Owner/Applicant shall be responsible for the cost of Council repairing the damage.



**DEVELOPMENT APPLICATION NO. 180\0102\07**

**Advisory Notes (continued)**

**Right of Way**

The Applicant shall ensure that any rights of way that may be associated with the site are not blocked or access restricted during the construction of the development.

**Asbestos Removal**

For information in relation to the removal and disposal of asbestos, please contact Safework SA's Mineral Fibres Unit on 8303 0405 or the EPA on 8204 2004.

**Water Restrictions**

Water must not be used for dust suppression and compaction unless from a hand held hose fitted with a trigger nozzle or directly from a motor designed and approved to carry/ deposit water.

**Water Restrictions Penalties:**

People who fail to comply with restrictions will be issued with a notice reminding them of their responsibilities. If non-compliance continues, a \$315 expiation notice will be issued. Serious and ongoing breaches could result in court action and fines of up to \$5000 for individuals or \$10,000 for businesses.

**Water Restrictions Exemptions & Permits**

Exemptions and permits may be available under certain circumstances. Contact SA Water for details.

For further information in relation to the above, please call either Council, the EPA or SafeWork SA.

**13 Non-Standard Advisory Note**

The building on site was constructed in 2005, and the postal address of the site is 200-224 Greenhill Road, Eastwood, South Australia 5063.



## Decision Notification Form

|                          |                                                                                                     |
|--------------------------|-----------------------------------------------------------------------------------------------------|
| Development Application: | 180\0262\05                                                                                         |
| Applicant:               | Greenhill Road Investments Pty Ltd                                                                  |
| Nature of Development:   | Amendment to DA 180\00599\099\CT - community strata plan creating 14 community lots and common land |
| Location                 | 220-224 Greenhill Road Eastwood SA 5063                                                             |

|                       |            |                      |             |
|-----------------------|------------|----------------------|-------------|
| Application Received: | 17/03/2005 | DAC Reference:       | 180/C012/99 |
| Application Lodged:   | 17/03/2005 | ERD Court Reference: |             |

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  | Granted        | 24/03/2005        | 1                 |
| Land Division Consent                 | -              | -                 | -                 |
| Land Division Community Title Consent | Granted        | 24/03/2005        | 1                 |
| Provisional Building Rules Consent    | -              | -                 | -                 |
| Public Space                          | -              | -                 | -                 |
| Other                                 | -              | -                 | -                 |
| <b>DEVELOPMENT APPROVAL</b>           | <b>Granted</b> | <b>24/03/2005</b> | <b>2</b>          |

Building Classification Granted: N/A

Details of any conditions imposed on this consent/approval or the reasons for its refusal are set out on the attached sheet.

The applicant may lodge an appeal with the Environment, Resources and Development Court against this decision within (2) months of the date of this decision.

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

~~Any consent/approval is not operative until the period specified in the Development Act, 1993 in respect if any relevant appeals by third parties to the Environment, Resource and Development Court have expired (15 business days from the date of this decision).~~

**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 undertake site works or building work or change the use of the land until notification of a Development Approval has been received.**

Signed: .....  Council Chief Executive Officer or Delegate

Dated: .....  ERD Court

Sheets Attached

cc Owner



## **DEVELOPMENT APPLICATION NO. 180\0262\05**

### **Provisional Development Plan Consent Conditions**

1. The development granted Development Approval for Development Application 180\262\05 shall be undertaken in accordance with the amended plans to the satisfaction of Council except where varied by conditions below (if any).

**Reason:**

To ensure that the development is undertaken in accordance with the application details.

### **Land Division Consent Conditions**

2. Payment of \$191055 shall be made into the Planning and Development Fund (141 Strata lots @ \$1355 per Strata lot). Cheques to be made payable and marked "Not Negotiable" to the Development Assessment Commission and payment made at Level 5, 136 North Terrace, Adelaide or sent to GPO Box 1815, Adelaide 5001.

**Reason:**

To satisfy the requirements of the Development Assessment Commission.

### **Advisory Notes**

1. **Land Division (Section 51) Certificate**  
The Development Assessment Commission is advised that Council has no objection to the issuing of the Section 51 Certificate.



## Decision Notification Form

|                          |                                         |
|--------------------------|-----------------------------------------|
| Development Application: | 180\0926\05                             |
| Applicant:               | Greenhill Road Investments Pty Ltd      |
| Nature of Development:   | Signage (retrospective)                 |
| Location                 | 220-224 Greenhill Road Eastwood SA 5063 |

|                       |            |                      |  |
|-----------------------|------------|----------------------|--|
| Application Received: | 07/09/2005 | DAC Reference:       |  |
| Application Lodged:   | 07/09/2005 | ERD Court Reference: |  |

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  | Granted        | 13/12/2005        | 2                 |
| Land Division Consent                 | -              | -                 | -                 |
| Land Division Community Title Consent | -              | -                 | -                 |
| Provisional Building Rules Consent    | Granted        | 10/05/2006        | 0                 |
| Public Space                          | -              | -                 | -                 |
| Other                                 | -              | -                 | -                 |
| <b>DEVELOPMENT APPROVAL</b>           | <b>Granted</b> | <b>10/05/2006</b> | <b>2</b>          |

**Building Classification Granted: 10b**

Details of any conditions imposed on this approval or the reasons for its refusal are set out on the attached sheet.

The applicant may lodge an appeal with the Environment, Resources and Development Court against this decision within (2) months of the date of this decision.

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

~~Any consent/approval is not operative until the period specified in the Development Act, 1993 in respect if any relevant appeals by third parties to the Environment, Resource and Development Court have expired (15 business days from the date of this decision).~~

~~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 undertake site works or building work or change the use of the land until notification of a Development Approval has been received.~~

Signed: .....  Council Chief Executive Officer or Delegate

Signed: .....  Council Chief Executive Officer or Delegate

Dated: .....  ERD Court

Sheets Attached

cc Owner



**DEVELOPMENT APPLICATION NO. 180\0926\05**

**Provisional Development Plan Consent Conditions**

- 1 The development granted Provisional Development Plan Consent for Development Application 180\0926\05 shall be undertaken in accordance with the plans received by Council on 07\09\2005 to the satisfaction of Council except where varied by conditions below (if any).

**Reason:**

To ensure that the development is undertaken in accordance with the application details.

- 2 The subject Sign hereby approved shall be removed no later than 12 months after the date of Development Approval at which time the land shall be restored to the pre-existing state in which it existed:

**Reason:**

To allow for the temporary use of the land pending development in accordance with the Burnside (City) Development Plan.



**DEVELOPMENT APPLICATION NO. 180\0926\05**

**Advisory Notes**

- 1 Expiration Time of Approval**  
Pursuant to the provisions of Regulation 48 under the Development Act 1993, this consent will lapse at the expiration of 12 months from the operative date of the consent unless the relevant development has been lawfully commenced by substantial work on the site of the development within 12 months, 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.
- 2 Other Authorities**  
Before commencing construction you are advised to contact authorities such as SA Water, ETSA Utilities, Telstra, Transport SA, Australian Gas & light (AGL), Australia Post regarding their approval requirements.
- 3 Building Inspection Policy**  
Pursuant to section 71A of the Development Act 1993, the Council has prepared and adopted a building inspection policy. It may carry out an audit inspection with respect to the building work approved herein in accordance with the policy.



## Decision Notification Form

|                          |                                                                             |
|--------------------------|-----------------------------------------------------------------------------|
| Development Application: | 180\1174\13                                                                 |
| Applicant:               | CQ Energy Pty Ltd                                                           |
| Nature of Development:   | Change of use from restaurant to office including associated office fit-out |
| Location:                | 143/220-224 Greenhill Road EASTWOOD SA 5063                                 |

|                       |            |                      |  |
|-----------------------|------------|----------------------|--|
| Application Received: | 16/12/2013 | DAC Reference:       |  |
| Application Lodged:   | 16/12/2013 | ERD Court Reference: |  |

In respect of this proposed development you are informed that:

| NATURE OF CONSENT                     | Consent Status | Date of Decision | No. of Conditions |
|---------------------------------------|----------------|------------------|-------------------|
| Development Plan Consent              | Granted        | 30/01/14         | 1                 |
| Land Division Consent                 | -              | -                | -                 |
| Land Division Community Title Consent | -              | -                | -                 |
| Building Rules Consent                | Granted        | 6/03/14          | 3                 |
| Public Space                          | -              | -                | -                 |
| Other                                 | -              | -                | -                 |
| <b>DEVELOPMENT APPROVAL</b>           | <b>Granted</b> | <b>12/03/14</b>  | <b>4</b>          |

**Building Classification Granted: 5**

Details of any conditions imposed on this consent/approval or the reasons for its refusal are set out on the attached sheet.

The applicant may lodge an appeal with the Environment, Resources and Development Court against this decision within (2) months of the date of this decision.

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

~~Any consent/approval is not operative until the period specified in the Development Act, 1993 in respect if any relevant appeals by third parties to the Environment, Resource and Development Court have expired (15 business days from the date of this decision).~~

Signed: .....

Council Chief Executive Officer or Delegate

Dated: .....12/03/14.....

ERD Court

Sheets Attached

cc Owner



**DEVELOPMENT APPLICATION NO. 180\1174\13**

**Development Plan Consent Conditions**

- 1 The development granted Development Plan Consent shall be undertaken in accordance with the stamped approved plans, drawings, specifications and other documents submitted to the Council that are relevant to the consent to the reasonable satisfaction of the Council.

**Reason:**

To ensure the development is undertaken in accordance with the plans and details submitted.



**DEVELOPMENT APPLICATION NO. 180\1174\13**

**Building Rules Consent Conditions**

In accordance with Section 89 of the Development Regulations 2008, Building Rules Consent was issued by Giordano Certification and is subject to 3 (Three) Conditions. Please refer to the Decision Notification Form and advisory notes issued by Giordano Certification as the authority regarding this consent.



**DEVELOPMENT APPLICATION NO. 180\1174\13**

**Advisory Notes**

**Building Consent**

Development Approval will not be granted until a Building Rules Consent has been obtained. A separate application must be submitted for such consent. No building work or change of classification is permitted until the Development Approval has been obtained

**Expiration Time of Approval**

Pursuant to the provisions of Regulation 48 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 relevant development has been lawfully commenced by substantial work on the site of the development within 12 months, 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.

**P/FILE COPY**

**DECISION NOTIFICATION FORM**

Development Number  
**180/00599/99/CT**  
 Development Assessment Commission Number  
**180/C012/99**

FOR DEVELOPMENT APPLICATION

RECEIVED  
 LODGED

11/06/1999  
 11/08/1999

To **ALEXANDER & SYMONDS PTY LTD**  
**PO BOX 1000 KENT TOWN SA 5071**

**LOCATION OF PROPOSED DEVELOPMENT:**

Location of Development : **220-226 Greenhill Road Eastwood SA 5063**

Section No (full/part): \_\_\_\_\_ Hundred: \_\_\_\_\_ Volume: **5120** Folio: **696**

**SCANNED**  
**21 NOV 2003**  
 City of Burnside

Nature of Proposed Development: **COMMUNITY STRATA PLAN CREATING 143 UNITS & COMMON LAND**

From **CITY OF BURNSIDE**

In respect of this proposed development you are informed that:

| NATURE OF DECISION                  | Consent Granted | No. of Conditions | Consent Refused | Not Applicable /Required |
|-------------------------------------|-----------------|-------------------|-----------------|--------------------------|
| Development Approval                | 19/11/2003      | Nil               |                 |                          |
| Land Division                       | 19/11/2003      | 2                 |                 |                          |
| Land Division (Community or Strata) |                 |                   |                 | N/A                      |
| Provisional Building Rules Consent  |                 |                   |                 | N/A                      |
| Public Space                        |                 |                   |                 | N/A                      |
| Other                               |                 |                   |                 | N/A                      |
| DEVELOPMENT APPROVAL                | 19/11/2003      | 2                 |                 |                          |

Building Classification Granted: N/A

Details of any conditions imposed on this consent/approval or the reasons for its refusal 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, site works or building work or change the use of the land must not be undertaken until notification of a Development Approval has been received.

Date of Decision: 19/11/2003

Signed:  Council Chief Executive Officer or Delegate

Dated: 19/11/2003  Sheets Attached

**LAND DIVISION - DEVELOPMENT APPROVAL**

**DEVELOPMENT APPLICATION NO. 180/00599/99/CT**  
**DEVELOPMENT ASSESSMENT COMMISSION NO. 180/C012/99**

**CONDITIONS (LAND DIVISION CONSENT)**

**Council Condition**

1. A scheme description shall be prepared and supplied to Council for endorsement prior to issue of Section 51 Certificates of Approval.

**DAC Condition**

2. Payment of \$193,765.00 into the Planning and Development fund (143 Strat lots @ \$1355.00/allotment). Cheques to be made payable and marked 'Not Negotiable' to the Development Assessment Commission and payment made at Level 5, 136 North Terrace, Adelaide, or sent to GPO Box 1815, Adelaide 5001, or via the internet at [www.planning.sa.gov.au](http://www.planning.sa.gov.au).

**PROPOSED NEW IDENTIFIERS**

Proposed Lots 1 to 143 – 1 to 143/220 Greenhill Road, Eastwood SA 5063

- |                                        |                                                         |
|----------------------------------------|---------------------------------------------------------|
| Gnd Level Proposed Lots 1 to 10 & 143  | - 101 to 110 & 143/220 Greenhill Road, Eastwood SA 5063 |
| 1st Floor Proposed Lots 11 to 18 & 143 | - 111 to 118 & 143/220 Greenhill Road, Eastwood SA 5063 |
| 2nd Floor Proposed Lots 19 to 38       | - 201 to 220/220 Greenhill Road, Eastwood SA 5063       |
| 3rd Floor Proposed Lots 39 to 58       | - 301 to 320/220 Greenhill Road, Eastwood SA 5063       |
| 4th Floor Proposed Lots 59 to 71       | - 401 to 413/220 Greenhill Road, Eastwood SA 5063       |
| 5th Floor Proposed Lots 72 to 82       | - 501 to 511/220 Greenhill Road, Eastwood SA 5063       |
| 6th Floor Proposed Lots 83 to 93       | - 601 to 611/220 Greenhill Road, Eastwood SA 5063       |
| 7th Floor Proposed Lots 94 to 104      | - 701 to 711/220 Greenhill Road, Eastwood SA 5063       |
| 8th Floor Proposed Lots 105 to 115     | - 801 to 811/220 Greenhill Road, Eastwood SA 5063       |
| 9th Floor Proposed Lots 116 to 124     | - 901 to 909/220 Greenhill Road, Eastwood SA 5063       |
| 10th Floor Proposed Lots 125 to 133    | - 1001 to 1009/220 Greenhill Road, Eastwood SA 5063     |
| 11th Floor Proposed Lots 134 to 141    | - 1101 to 1108/220 Greenhill Road, Eastwood SA 5063     |
| Proposed Lot 142                       | - 1201/220 Greenhill Road, Eastwood SA 5063             |

P/FILE COPY

|                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <div style="border: 2px solid black; padding: 5px; display: inline-block;"> <p style="font-size: 24px; margin: 0;"><b>SCANNED</b></p> <p style="font-size: 18px; margin: 0;">JUL 2003</p> <p style="font-size: 14px; margin: 0;">City of Burnside</p> </div> | <p style="font-weight: bold; margin: 0;">DECISION NOTIFICATION FORM</p> <div style="border: 1px solid black; padding: 5px; margin: 5px 0;">                 Development Number<br/>                 180/601/99/DL<br/>                 Development Assessment Commission Number<br/>                 180/D031/99             </div> <p style="margin: 0;">FOR DEVELOPMENT APPLICATION      DATED 11/06/1999<br/>                 REGISTERED ON</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|    |                                                                                               |
|----|-----------------------------------------------------------------------------------------------|
| To | GROCON INTERNATIONAL EASTWOOD (SA) PTY LTD<br>C/- FYFE SURVEYORS PO BOX 114 KENT TOWN SA 5071 |
|----|-----------------------------------------------------------------------------------------------|

**LOCATION OF PROPOSED DEVELOPMENT:**

Location of Development : 220 Greenhill Road Eastwood SA 5063

Section No (full/part): \_\_\_\_\_ Hundred: \_\_\_\_\_ Volume: 5120 Folio: 696

|                                |                                    |
|--------------------------------|------------------------------------|
| Nature of Proposed Development | REALIGNMENT OF INTERNAL BOUNDARIES |
|--------------------------------|------------------------------------|

|      |                  |
|------|------------------|
| From | CITY OF BURNSIDE |
|------|------------------|

In respect of this proposed development you are informed that:

| NATURE OF DECISION                   | Consent Granted | No. of Conditions | Consent Refused | Not Applicable /Required |
|--------------------------------------|-----------------|-------------------|-----------------|--------------------------|
| Provisional Development/Plac Consent | 13/12/2001      | 1                 |                 |                          |
| Land Division                        | 13/12/2001      | 4                 |                 |                          |
| Land Division (Community or Strata)  |                 |                   |                 | N/A                      |
| Provisional Building Rules Consent   |                 |                   |                 | N/A                      |
| Public Space                         |                 |                   |                 | N/A                      |
| Other                                |                 |                   |                 | N/A                      |
| <b>DEVELOPMENT APPROVAL</b>          | 13/12/2001      | 5                 |                 |                          |

Building Classification Granted: N/A

Details of any conditions imposed on this consent/ approval or the reasons for its refusal are set out on the attached sheet.

Any consent/ approval is not operative until the period specified in the Development Act, 1993 in respect of any relevant appeals by third parties to the Environment, Resources and Development Court have expired (15 business days from the date of this decision).

The Applicant may lodge an appeal with the Environment, Resources and Development Court against this decision/ its conditions within two (2) months of the date of decision.

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, site works or building work or change the use of the land must not be undertaken until notification of a Development Approval has been received.

Date of Decision: 13/12/2001      Council Chief Executive Officer or Delegate

Signed: [Signature]      Development Officer, Planning

Dated: 14/12/2001

Sheets Attached

**LAND DIVISION - DEVELOPMENT APPROVAL**

**DEVELOPMENT APPLICATION NO. 180/601/99/DL**  
**DEVELOPMENT ASSESSMENT COMMISSION NO. 180/D031/99**

**CONDITION (PROVISIONAL DEVELOPMENT PLAN CONSENT)**

1. The proposal shall be developed in accordance with the details of Development Application 180/601/99/DL and the approved plans, drawing number 11633D07, prepared by Ross Fyfe Pty Ltd (RA Heanes), dated 25 July 2001 and received by Council on 10 December 2001

**STATEMENT OF REQUIREMENTS (Development Assessment Commission)**

2. The necessary easements shall be granted to the SA Water Corporation free of cost.
3. The financial requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage services. The internal drains shall be altered to the satisfaction of the SA Water Corporation (SA Water 6704/01 Water/Sewer).
4. Two copies of a certified survey plan shall be lodged with the Development Assessment Commission for Certificate purposes.

**STATEMENT OF REQUIREMENTS (Council)**

5. A corner cut-off measuring 4.5m x 4.5m shall be provided at the intersection of the eastern and southern boundaries of Lot 101 (corner Fullarton Road and Trust Lane).

**NOTE:**

On creation of new assessment numbers, all internal water piping that may cross the boundaries should be severed to ensure that the pipework relating to each allotment is contained within its boundaries.

**PROPOSED NEW IDENTIFIERS**

Lot 100 – 220-226 Greenhill Road, Eastwood (7831m<sup>2</sup>)  
Lot 101 (and FP 9451) – 228-234 Greenhill Road, Eastwood (Lot 101 - 4635m<sup>2</sup>)



18/12/2001

Steve Barnes  
Manager, Planning Services Branch  
Development Assessment Commission  
GPO Box 1815  
ADELAIDE SA 5001

Attention: Steve Gale

Dear Steve

**Development Application No: 180/601/99/DL**  
**DAC No: 180/D031/99**  
**Development Approval**  
**Location: 220-226 Greenhill Road Eastwood SA 5063**  
**Proposal: Realignment of internal boundaries**

Assessment of the above Application has now been completed. Please find attached a copy of the Decision Notification Form.

The proposed new property addresses are indicated on the Decision Notification Form.

If you require further information, please do not hesitate to contact me on the number below.

Yours sincerely

A handwritten signature in black ink, appearing to be 'Sarah Howland', written over a horizontal line.

Sarah Howland  
Development Officer

In reply please quote: 180/601/99/DL  
Refer to: Sarah Howland 8366 4286 email: [showland@burnside.sa.gov.au](mailto:showland@burnside.sa.gov.au)

Civic Centre  
401 Greenhill Road  
Tusmore SA 5063  
PO Box 9  
Glenside SA 5065  
ABN 66 452 640 504

Telephone  
(08) 8366 4200

Facsimile  
General  
(08) 8366 4299  
Planning & Building  
(08) 8366 4298  
Operations  
(08) 8366 4279

Web  
[www.burnside.sa.gov.au](http://www.burnside.sa.gov.au)

Email  
[burnside@burnside.sa.gov.au](mailto:burnside@burnside.sa.gov.au)



18/12/2001

Grocon International Eastwood (SA) Pty Ltd  
C/- Fyfe Surveyors  
PO Box 114  
KENT TOWN SA 5071

Dear Grocon International Eastwood (SA) Pty Ltd

**Development Application No: 180/601/99/DL**  
**Provisional Development Plan Consent**  
**Location: 220-226 Greenhill Road Eastwood SA 5063**  
**Proposal: Realignment of internal boundaries**

Assessment of your Application for Provisional Development Plan Consent has now been completed and **Provisional Development Plan Consent** has been granted.

Please read the attached **Decision Notification Form**, and any other enclosed information, carefully.

**The Development Act 1993 provides you, the applicant, with a right of appeal against any conditions imposed as part of this consent. Any such appeal must be lodged with the Environment, Resources and Development Court within two (2) months of the date of the decision.**

**Please note that work cannot commence until you have obtained Provisional Building Rules Consent and then final Development Approval.**

Yours sincerely

Sarah Howland  
Development Officer

\*copy of Decision Notification Form attached

**In reply please quote: 180/601/99/DL**  
**Refer to: Sarah Howland - 8366 4286 email: showland@burnside.sa.gov.au**

---

**Civic Centre**  
**401 Greenhill Road**  
**Tusmore SA 5065**  
**PO Box 9**  
**Glenside SA 5065**  
**ABN 66 452 640 504**

**Telephone**  
(08) 8366 4200

**Facsimile**  
**General**  
(08) 8366 4299  
**Planning & Building**  
(08) 8366 4298  
**Operations**  
(08) 8366 4279

**Web**  
[www.burnside.sa.gov.au](http://www.burnside.sa.gov.au)

**Email**  
[burnside@burnside.sa.gov.au](mailto:burnside@burnside.sa.gov.au)

**DECISION NOTIFICATION FORM**Development Number  
180/00961/01/C1

FOR DEVELOPMENT APPLICATION

REGISTERED ON 13/09/2001  
DATEDTo **AUSTRALIA PROPERTIES PTY LTD 220 GREENHILL ROAD EASTWOOD SA 5063****LOCATION OF PROPOSED DEVELOPMENT:**Location of Development : **220 Greenhill Road Eastwood SA 5063**

Section No (full/part): \_\_\_\_\_ Hundred: \_\_\_\_\_ Volume: \_\_\_\_\_ Folio: \_\_\_\_\_

Nature of  
Proposed  
Development**PARTIAL DEMOLITION OF EXISTING BUILDING**

From

**CITY OF BURNSIDE**

In respect of this proposed development you are informed that:

| Nature of Decision                          | Consent<br>Granted | No. of<br>Conditions | Consent<br>Refused | Not Applicable<br>/Required |
|---------------------------------------------|--------------------|----------------------|--------------------|-----------------------------|
| <b>Provisional Development Plan Consent</b> | <b>05/12/2001</b>  | <b>1</b>             |                    |                             |
| Land Division                               |                    |                      |                    | <b>N/A</b>                  |
| Land Division (Strata)                      |                    |                      |                    | <b>N/A</b>                  |
| <b>Provisional Building Rules Consent</b>   | <b>07/12/2001</b>  | <b>NIL</b>           |                    |                             |
| Public Space                                |                    |                      |                    | <b>N/A</b>                  |
| Other                                       |                    |                      |                    | <b>N/A</b>                  |
| <b>DEVELOPMENT APPROVAL</b>                 | <b>07/12/2001</b>  | <b>1</b>             |                    |                             |

Building Classification Granted: NA

Details of any conditions imposed on this consent/ approval or the reasons for its refusal are set out on the attached sheet.

Any consent/ approval is not operative until the period specified in the Development Act, 1993 in respect if any relevant appeals by third parties to the Environment, Resources and Development Court have expired (*15 business days* from the date of this decision).**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, site works or building work or change the use of the land must not be undertaken until notification of a Development Approval has been received.**Date of Decision: **07/12/2001****Council Chief Executive Officer or delegate**

Signed: .....

**Development Officer, Planning**

Signed: .....

**Development Officer, Building**Dated: **07/12/2001** **Private Certifier** **Sheets Attached**

**DEVELOPMENT APPROVAL****DEVELOPMENT APPLICATION NO. 180/00961/01/C1****CONDITIONS(PROVISIONAL DEVELOPMENT PLAN CONSENT)**

The proposal shall be developed in accordance with the details of Development Application 180/961/01 and the approved plans, drawing number(s) 906-02-SK01A, 906-02-SK012, prepared by Studio 9 Architects, dated 29/8/01 and received by Council on 7 September 2001.

---

***IN ADDITION TO THE DEVELOPMENT CONDITION/S OF APPROVAL, THE FOLLOWING NOTES ARE INCLUDED FOR YOUR ATTENTION:***

---

- **Approved Plans**

No change/variations may be made to the approved plans/details without the prior written approval of the Council. An additional Development Act fee may apply to plans lodged for further assessment.

- **Other Authorities**

Before commencing construction you are advised to contact authorities such as SA Water, ETSA Corporation, Telstra, Department of Transport, Australian Gas & Light (AGL), Australia Post regarding their approval requirements.

- **Stormwater Pollution Prevention/Site Management**

All building construction works must be carried out in a manner that is reasonable and practicable so as to prevent or minimise entry of any pollutants into the stormwater drainage system.

The Environment Protection Authority (EPA), in conjunction with the building construction industry has developed a code of practice aimed at managing litter, waste, erosion and sediment control on building construction sites. A Clean Site program coordinated by the EPA and KESAB has been introduced and brochures containing hints and ways of keeping a building site clean are available from the above organisations or the Council.

- **Demolition**

- (a) Any area where it is possible that a person could be injured (or property damaged) by falling or rebounding material must be fenced or barricaded to the satisfaction of the General Manager, Operation Services.
- (b) Clearly legible notices warning people of the danger must be affixed in places where they will be readily visible to anyone approaching the area.

- (c) Temporary supports, shoring etc. shall be provided as necessary to ensure stability of any part of the building/structure and any adjoining building structure during demolition.
- (d) Materials must not be loaded or transport from the site in a manner that will give rise to excessive dust.
- (e) Damping with water spray or other suitable method is to be used to prevent dust generated by demolition work from rising into the air.
- (f) Any public footway, nature strip, roadway is not to be obstructed by vehicles and machinery or rendered inconvenient or dangerous to the public.
- (g) Suitable measures are to be taken to protect any public footway, nature strip, street tree roadway from damage. The demolisher shall be required to pay all costs incurred by council in reinstating all damage.
- (h) Demolition materials need to be removed from the site as soon as possible.
- (i) Prior to commencing demolition an approved pest control operator should be engaged to eradicate all vermin.
- (j) Special procedures need to be implemented in cases where asbestos material is present. (Advice and information on asbestos removal and disposal is obtainable from the Department of Industrial Affairs – Mineral Fibres Branch (Asbestos).
- (k) Authorities noted below should be contacted, as approval may need to be obtained to disconnect, alter and/or make safe their infrastructure:
  - Telstra
  - SA Water
  - ETSA Corporation
  - Boral Energy
  - South Australian Metropolitan Fire Service
  - Australian Gas & Light
  - Transport SA
- (l) Onsite facilities for the disposal or storage of refuse, waste and toilet accomodation for workpersons must be provided.
- (m) The demolition contractor is to ensure that the appropriate licences/ certificates/ registration required by the Department of Administrative and Information Services are obtained for the work to be undertaken.
- (n) No materials are permitted to be burnt onsite.
- (o) Mud and other sediment deposited on a roadway, street gutter must be cleaned up using dry sweeping methods at the end of the working day,

more frequently when so directed by the General Manager, Operations Services.

- **Building Inspection Policy**

Pursuant to section 71A of the Development Act 1993, the Council will carry out audit inspections on an annual basis with respect to Ten (10) percent of building work within its area (including building work assessed by private certifiers under Part 12) involving Classes of buildings prescribed by the Development Regulations 1993, pursuant to section 71A(2) of the Development Act 1993.

**Exemption from liability**

Council will not accept any liability arising from building work that it has inspected in accordance with this Policy. In particular:

- Inspections of building works are for compliance with development approval only, and not a further assessment against the Building Code of Australia, Housing Code or Australian Standards;
- Council accepts no responsibility or liability in relation to defects (including those defects which have not manifested at the time of inspection);
- Liability includes claims for damage to real or personal property and personal injury;
- Council accepts no responsibility or liability where third parties (including architects and engineers) and successive owners i.e. Successors in title seek to rely on the building Inspection Report;
- The policy has been implemented solely for the purpose of Section 71A of the Development Act, 1993 and for no other purpose;
- Sections 99 and 89(6) of the Development Act, 1993 should be referred to with respect to good faith and reliance;
- The Building Inspection Report is not a guarantee and is not exhaustive. It is based on the condition of the works/building and the prevailing structures, soil, and weather conditions at the time of inspection and the Report cannot disclose defects in inaccessible areas or defects which are latent;
- Council will not be liable for any rectification costs in relation to building work which has been inspected by Council.

**ADDITIONAL NOTE:**

- 5 -

**PLEASE REFER TO ATTACHED SHEET FOR SEVERAL IMPORTANT ADVISORY NOTES DESIGNED TO ASSIST YOU TO FULFILL ALL OF YOUR OBLIGATIONS AND ACHIEVE A SUCCESSFUL DEVELOPMENT.**

**DECISION NOTIFICATION FORM**Development Number  
180/01114/01/C3

FOR DEVELOPMENT APPLICATION

REGISTERED ON 22/10/2001  
DATED 22/10/2001To **HASELL ARCHITECTS 70 HINDMARSH SQ ADELAIDE SA 5000****LOCATION OF PROPOSED DEVELOPMENT:**Location of Development : **220-226 Greenhill Road Eastwood SA 5063**

Section No (full/part): \_\_\_\_\_ Hundred: \_\_\_\_\_ Volume: \_\_\_\_\_ Folio: \_\_\_\_\_

Nature of Proposed Development **PART TWO STOREY, PART THREE STOREY OFFICE BUILDING WITH UNDERCROFT & GROUND LEVEL (STAGE APPROVAL) STAGE 1- SUB-STRUCTURE TO GROUND FLOOR SLAB**From **CITY OF BURNSIDE**

In respect of this proposed development you are informed that:

| Nature of Decision                                                           | Consent Granted             | No. of Conditions | Consent Refused | Not Applicable /Required |
|------------------------------------------------------------------------------|-----------------------------|-------------------|-----------------|--------------------------|
| <b>Provisional Development Plan Consent</b>                                  | <b>22/01/2002</b>           | <b>4</b>          |                 |                          |
| Land Division                                                                |                             |                   |                 | <b>N/A</b>               |
| Land Division (Strata)                                                       |                             |                   |                 | <b>N/A</b>               |
| <b>Provisional Building Rules Consent (Privately Certified Katnich Dodd)</b> | <b>18/04/2002 (Stage 1)</b> | <b>1</b>          |                 |                          |
| Public Space                                                                 |                             |                   |                 | <b>N/A</b>               |
| Other                                                                        |                             |                   |                 | <b>N/A</b>               |
| <b>DEVELOPMENT APPROVAL</b>                                                  | <b>22/04/2002</b>           | <b>5</b>          |                 |                          |

Building Classification Granted: **CLASS 5**

Details of any conditions imposed on this consent/ approval or the reasons for its refusal are set out on the attached sheet.

Any consent/ approval is not operative until the period specified in the Development Act, 1993 in respect if any relevant appeals by third parties to the Environment, Resources and Development Court have expired (15 business days from the date of this decision).

**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, site works or building work or change the use of the land must not be undertaken until notification of a Development Approval has been received.**Date of Decision: **22/04/2002**

Council Chief Executive Officer or delegate

Signed: .....

Development Officer, Planning

Signed: .....

Development Officer, Building

Dated: **22/04/2002**

- Private Certifier
- Sheets Attached

## **DEVELOPMENT APPROVAL**

### **DEVELOPMENT APPLICATION NO. 180/01114/01/C3**

#### **CONDITION/S (PROVISIONAL DEVELOPMENT PLAN CONSENT)**

1. The proposal shall be developed in accordance with the details of Development Application 180/1114/01/C3 and the approved plans, prepared by Hassell Pty Ltd (drawings AA0254 SK series) dated 18 October 2001-SK02-C, 28 November 2001-SK01-B, 29 November 2001-SK03-C, SK04-C and received by Council on 30 November 2001 and drawings AA0254-SK05,06,07-A dated 18 October 2001 and received by Council 23 October 2001 except where varied by the following conditions.
2. All carparking areas, driveways and vehicle maneuvering areas shown on the approved plans shall be constructed, sealed and drained in accordance with sound engineering practice to the reasonable satisfaction of Council, and car parking bays shall be permanently delineated, prior to the occupation or use of the development herein approved, to the reasonable satisfaction of Council.
3. The establishment of all landscaping shown on the approved plan should be completed prior to the occupation or use of the development herein approved. Such vegetation should be maintained in good health and condition at all times, to the reasonable satisfaction of Council. Any dead or diseased plants or trees should be replaced to the reasonable satisfaction of Council.
4. Council imposing a condition to remove the two undercroft car parks fronting Fullarton Road shown on Plan No. AA0254-SK01-B to allow more extensive landscaping as a result.

#### **NOTE**

The applicant is required to ensure that the final landscape plans are extensive and detailed in order to create a substantially vegetated site, which compliments the building and reinforces the landmark nature of the proposal.

#### **ADDITIONAL NOTE:**

**PLEASE REFER TO ATTACHED SHEET FOR SEVERAL IMPORTANT ADVISORY NOTES DESIGNED TO ASSIST YOU TO FULFILL ALL OF YOUR OBLIGATIONS AND ACHIEVE A SUCCESSFUL DEVELOPMENT.**

**P/FILE COPY**

**DECISION NOTIFICATION FORM**

Development Number  
**180/01190/02/C3**

FOR DEVELOPMENT APPLICATION RECEIVED ON **18/10/2002**  
LODGED **18/10/2002**

To **GREENHILL INVESTMENTS PTY LTD C/- CONNOR HOLMES CONSULTING 25 VARDON AVENUE ADELAIDE SA 5000**

**SCANNED**  
**22 SEP 2003**  
Folio: \_\_\_\_\_  
City of Burnside

**LOCATION OF PROPOSED DEVELOPMENT:**  
Location of Development : **220-224 Greenhill Road Eastwood SA 5063**  
Section No (full/part): \_\_\_\_\_ Hundred: \_\_\_\_\_ Volume: \_\_\_\_\_

Nature of Proposed Development **NON-COMPLYING CHANGE OF USE FROM OFFICE (FORMER ~~ETSA OFFICE~~) TO RESIDENTIAL FLAT BUILDING CONTAINING 141 DWELLINGS, A CARETAKERS DWELLING, RESTAURANT, RECREATIONAL FACILITIES AND MULTI LEVEL CARPARK INCORPORATING STORAGE AREAS.  
STAGED APPROVAL – STAGE 3 BALANCE OF WORKS**

From **CITY OF BURNSIDE**

In respect of this proposed development you are informed that:

| Nature of Decision                                                       | Consent Granted                                                         | No. of Conditions | Consent Refused | Not Applicable /Required |
|--------------------------------------------------------------------------|-------------------------------------------------------------------------|-------------------|-----------------|--------------------------|
| Provisional Development Plan Consent                                     | 03/12/2002                                                              | 3                 |                 |                          |
| Land Division                                                            |                                                                         |                   |                 | N/A                      |
| Land Division Community Title                                            |                                                                         |                   |                 | N/A                      |
| Provisional Building Rules Consent (Privately certified by Katrina Dodd) | Stage 1<br>11/03/2003<br>Stage 2<br>12/05/2003<br>Stage 3<br>27/08/2003 | NIL<br>NIL<br>1   |                 |                          |
| Public Space                                                             |                                                                         |                   |                 | N/A                      |
| Other                                                                    |                                                                         |                   |                 | N/A                      |
| <b>DEVELOPMENT APPROVAL</b>                                              | Stage 1<br>27/03/2003<br>Stage 2<br>30/05/2003<br>Stage 3<br>11/09/2003 | 4                 |                 |                          |

Building Classification Granted: **CLASS 2, 6, 7a, 7b, and 9b.**

Details of any conditions imposed on this consent/approval or the reasons for its refusal are set out on the attached sheet.

Any consent/approval is not operative until the period specified in the Development Act, 1993 in respect if any relevant appeals by third parties to the Environment, Resources and Development Court have expired (15 business days from the date of this decision).

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, site works or building work or change the use of the land must not be undertaken until notification of a Development Approval has been received.

Date of Decision: **11/09/2003**  
Signed: \_\_\_\_\_

Council Chief Executive Officer or delegate  
 Development Officer, Planning

DECISION

Signed: *Philip Luking*  
Dated: 11/09/2003

- Development Officer, Building
- Private Certifier
- Sheets Attached

*MT*

DECISION

## **DEVELOPMENT APPROVAL**

**DEVELOPMENT APPLICATION NO. 180/01190/02/C3**

### **CONDITION/S (PROVISIONAL DEVELOPMENT PLAN CONSENT)**

1. The proposal shall be developed in accordance with the details of the Development Application 180/1190/02/C3 and the approved plans prepared by Tectvs Design, (marked project no 14017, drawing numbers P05 to P15 and P17 P20, Rev A, date stamped 18 October 2002, and marked project no 14017, drawing numbers P01 to P04, Rev A, date stamped 15 November 2002, marked project no 14017, drawing numbers P16, Rev B, submitted 30 January 2003), except where varied by the following conditions.
2. All car parking areas, driveways and vehicle manoeuvring areas shown on the approved plans shall be constructed, sealed, drained and always maintained in accordance with sound engineering practice to the reasonable satisfaction of Council, and car parking bays shall be permanently delineated, prior to the occupation or use of the development herein approved, to the reasonable satisfaction of Council.
3. The establishment of all landscaping shown on the approved plan prepared by Herkes Associates (drawing number 210.36.01), date stamped '24 Oct 2002', shall be completed prior to the occupation or use of the development herein approved. Such vegetation, once established, should be maintained in good health and condition at all times, to the reasonable satisfaction of Council. Any dead or diseased plants or trees should be replaced to the reasonable satisfaction of Council.

### **ADDITIONAL NOTE:**

**PLEASE REFER TO ATTACHED SHEET FOR SEVERAL IMPORTANT ADVISORY NOTES DESIGNED TO ASSIST YOU TO FULFILL ALL OF YOUR OBLIGATIONS AND ACHIEVE A SUCCESSFUL DEVELOPMENT.**

DECISION

# APPLICANTS COPY

Reference No: PC19167.3

## DECISION NOTIFICATION FORM

|                             |                 |                                 |
|-----------------------------|-----------------|---------------------------------|
| For Development Application | Dated :         | Development No: 180/01190/02/C3 |
|                             | Registered On : |                                 |

**To: GREENHILL INVESTMENTS PTY LTD**  
**21-24 NORTH TERRACE**  
**ADELAIDE SA 5000**

**LOCATION OF PROPOSED DEVELOPMENT:**  
 House No: 220-226 Lot No: Street: GREENHILL ROAD Suburb: EASTWOOD  
 Section No: Hundred: Volume: Folio:

**NATURE OF PROPOSED DEVELOPMENT**  
 RESIDENTIAL APARTMENTS, RESTAURANT & CAR-PARK ("AIR APARTMENTS") -  
 STAGE 3 - BALANCE OF WORKS

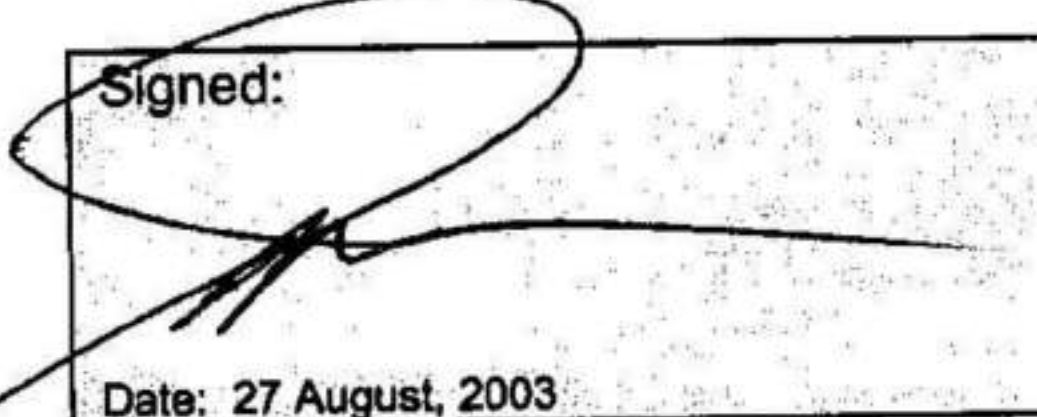
In respect of this proposed development you are informed that:

| NATURE OF CONSENT                    | CONSENT GRANTED | NUMBER OF CONDITIONS | CONSENT REFUSED |
|--------------------------------------|-----------------|----------------------|-----------------|
| PROVISIONAL DEVELOPMENT PLAN CONSENT | ---             | ---                  | ---             |
| PROVISIONAL BUILDING RULES CONSENT   | 27/8/03         | 1                    | ---             |
| LAND DIVISION (TORRENS / STRATA)     | ---             | ---                  | ---             |
| PUBLIC SPACE                         | N/A             | ---                  | ---             |
| OTHER                                | N/A             | ---                  | ---             |
| <b>DEVELOPMENT APPROVAL</b>          | ---             | * 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: 

Date: 27 August, 2003

- ( ) Development Assessment Commission or Delegate
- ( ) Council Chief Executive Officer or Delegate
- (\*) Private Certifier (1)
- (4) Sheets Attached

**IAN DODD** Director  
**PETER HARMER** Director

22 Melbourne Street  
 North Adelaide SA 5006  
 Postal PO Box 1171  
 North Adelaide SA 5006

Telephone 08 8239 1040  
 Facsimile 08 8239 1140  
 admin\_in@katnichdodd.com.au  
 www.katnichdodd.com.au



KATNICH DODD



Reference No: PC19167.3

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

|                       |                                                                                                                                                |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| BUILDING WORK:        | RESIDENTIAL APARTMENTS, RESTAURANT & CARPARK ("AIR APARTMENTS") – STAGE 3 – BALANCE OF WORKS                                                   |
| SITE ADDRESS:         | 220 –226 GREENHILL ROAD, EASTWOOD                                                                                                              |
| APPLICANT:            | GREENHILL INVESTMENTS PTY LTD                                                                                                                  |
| OWNER:                | GREENHILL INVESTMENTS PTY LTD                                                                                                                  |
| CLASSIFICATION:       | APARTMENTS                    2<br>MULTIPURPOSE                9b<br>RESTAURANT                    6<br>CARPARK                        7a & 7b |
| RISE IN STOREYS:      | 14                                                                                                                                             |
| TYPE OF CONSTRUCTION: | A                                                                                                                                              |
| DEVELOPMENT APPLN:    | 180/01190/02/C3                                                                                                                                |

**CONDITIONS**

1..Details of the restrictions on the car-park storage areas to ensure

- Stacking too close to (side-wall) sprinklers does not occur
- Mechanical exhaust will not be obstructed
- Roller shutter details and provision for operation of mechanical exhaust

shall be submitted to the satisfaction of the *certifier* prior to such work being commenced.

**BCA-Parts E & F**

**Notes:**

Stairs 1 & 3 share the same fire isolated corridor and are considered as the same exit. Stair 2 provides the alternative exit in each egress scenario.

This consent is issued on the understanding that the proprietary type materials and products as specified either on the architectural plans or specification are to be selected and installed in accordance with the manufacturers recommendations and relevant standards

The Early Fire Hazard Indices of wall, floor and ceiling linings, and air-handling ductwork shall comply with Clause C1.10 of the BCA.

Fire precautions must be taken during construction in accordance with BCA-E1.9. The builder must also ensure, once the method of construction has been determined, that the design of the building/structure adequately accommodates the anticipated *construction activity actions*.

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:

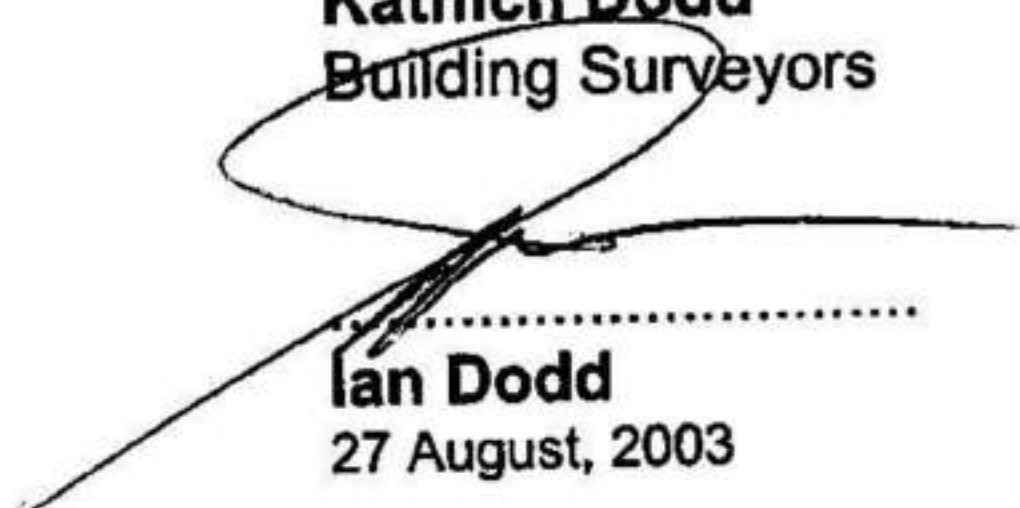
1. a written statement from a licensed building work contractor who carried out the relevant work or who was in charge of carrying out the relevant work; or if there is no such licensed building work contractor- from a registered building work supervisor (including architect) or private certifier
  - that the notifications required under section 59 of the Act have been given in accordance with the requirements of that section and the regulations; and
  - that the relevant building work has been carried out in accordance with any relevant approval and the provisions of the Building Rules; 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, the "wet" and/or "dry" report(s) from the fire authority as to whether those facilities have been installed and operate satisfactorily.

Wet area details including floor grades, set-downs and impervious surfaces shall comply with Minister's Specification SA F1.7; including provision of drainage flanges.

**IMPORTANT:** This report does not imply compliance with the Electricity Act, 1996 as amended (building within prescribed distances of adjacent power lines), 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.

**IMPORTANT:** This report is for compliance with the Development Act 1993 and does not imply compliance with the Swimming Pools (Safety) Act 1972 as amended or any of the regulations under this Act. It is the responsibility of the owner and the person erecting the building/ structure to ensure compliance with same.

**Katnich Dodd**  
Building Surveyors

  
.....  
**Ian Dodd**  
27 August, 2003



Reference No: PC19167

**ALTERNATIVE SOLUTIONS  
ASSESSMENT OF BUILDING CODE OF AUSTRALIA  
PERFORMANCE REQUIREMENTS**

|                           |                                                                 |
|---------------------------|-----------------------------------------------------------------|
| NATURE BUILDING WORK      | RESIDENTIAL APARTMENTS, RESTAURANT & CARPARK ("AIR APARTMENTS") |
| LOCATION OF BUILDING WORK | 220 -226 GREENHILL ROAD, EASTWOOD                               |
| APPLICANT                 | GREENHILL INVESTMENTS PTY LTD                                   |

| Performance requirement | Deemed to satisfy | Alternative solution                                                                                                                                                                                   |
|-------------------------|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CP1                     | BCA-C1.1          | To permit the existing floor structure and unprotected secondary beams to be retained notwithstanding that they do not achieve an FRL of 90/90/90.                                                     |
| CP2                     | BCA-C1.1          | To delete the requirement for fire rated lids to the fire isolated stairways contrary to the provisions of Specification C1.1(2.7)                                                                     |
| CP2                     | BCA-C3.11         | To permit solid-core (life safety) doors with an FRI of -/30/30 with intumescent and medium temperature smoke seals to serve in lieu of self-closing -/60/30 fire rated doors.                         |
| CP8                     | BCA-C3.15         | To permit the kitchen exhaust ductwork to be reticulated to the riser shafts without the provision of fire dampers where the ducts penetrate the bounding construction about the sole-occupancy units. |
| DP4                     | BCA-D1.4          | To permit the entrance doorways to the sole-occupancy units to be up to 12 m from exits.                                                                                                               |
| EP1.1                   | BCA-E1.5          | To delete the requirement for sprinkler to bathrooms not incorporating acrylic baths or clothes dryers.                                                                                                |
| EP4.3                   | BCA-E4.9          | To permit an automatic fire alarm system incorporating an occupant warning system to serve in lieu of an Emergency Warning & Intercommunication System complying fully with AS2220.                    |

**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 6 August 2003
- "Building Recycling Guidelines for Residential and Mixed Uses in the City of Melbourne" - City of Melbourne, 1993

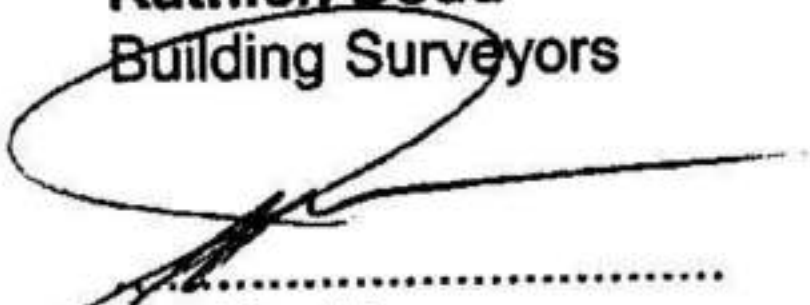
- Warrington Fire Research (Aust) Pty Ltd – *"Fire Safety Engineering Report Air Apartments Building Code of Australia 1996 Performance Requirement Assessment"* (WFRA Project No: 20678.4 dated 8 August 2003)

**REASONING**

The expert opinion of Warrington Fire Research (Aust) Pty Ltd and 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

  
.....  
**Ian Dodd**  
27 August, 2003



Ref: PC19167

DEVELOPMENT ACT, 1993  
MINISTER'S SPECIFICATION SA 76

**FORM 1**  
**SCHEDULE OF ESSENTIAL SAFETY PROVISIONS**

**BUILDING WORK:** RESIDENTIAL APARTMENTS, RESTAURANT & CARPARK ("AIR APARTMENTS")  
**SITE ADDRESS:** 220 -226 GREENHILL ROAD, EASTWOOD  
**APPLICANT:** GREENHILL INVESTMENTS PTY LTD  
**OWNER:** GREENHILL INVESTMENTS PTY LTD  
**CLASSIFICATION:** APARTMENTS 2  
 RESTAURANT 6  
 CARPARK 7a  
**RISE IN STOREYS:** 14  
**TYPE OF CONSTRUCTION:** A  
**DEVELOPMENT APPLN:** 180/01190/02/C3

This is to specify the essential safety provisions required for the above building and the standards/codes/conditions of approval for maintenance and testing in respect of each of those provisions:

| Items to be inspected or tested as nominated by relevant authority                                                                                                                                                                                                                        | Installation standards/ codes/conditions of approval                                      | Nature of inspection and/or test, frequency                                                                                                                                                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Structural Fire Protection and Compartmentation</b>                                                                                                                                                                                                                                    |                                                                                           |                                                                                                                                                                                                                                                                                      |
| Fire resistant materials applied to building elements                                                                                                                                                                                                                                     | Section C of Vol 1 of the BCA                                                             | Annual inspection for damage or deterioration                                                                                                                                                                                                                                        |
| Early Fire hazard Indices for linings and surface finishes                                                                                                                                                                                                                                | Specification C1.10 of Vol 1 of the BCA                                                   | Annual inspection for compliance with Specification C1.10 of Vol 1 of the BCA                                                                                                                                                                                                        |
| Compartmentation including bounding construction and service penetrations through fire resistant structures (includes fire walls; smoke walls; fire resistant exits, and fire resistant elements such as walls, floors, ceilings, protective coverings, access panels and control joints) | Parts C2 and C3 of Vol 1 of the BCA and Specifications C1.1 and C3.15 of Vol 1 of the BCA | Annual inspection for damage or deterioration; check integrity of joints, junctions and penetrations; and check that any additional penetrations have been adequately fire stopped. Remove any services not permitted in fire isolated exits (refer Clause C3.9 of Vol 1 of the BCA) |
| Fire doors                                                                                                                                                                                                                                                                                | Specification C3.4 of Vol 1 of the BCA and AS/NZS 1905.1                                  | As prescribed in AS1851.7 check operation of handles and electronic strikes                                                                                                                                                                                                          |
| Smoke doors                                                                                                                                                                                                                                                                               | Specification C3.4 of Vol 1 of the BCA                                                    | As prescribed in AS1851.7                                                                                                                                                                                                                                                            |
| Self-closing tight-fitting 35 mm solid-core doors                                                                                                                                                                                                                                         | Clause C3.11 of Vol 1 of the BCA                                                          | Annual inspection for damage or deterioration and operation of closer                                                                                                                                                                                                                |

**Means of Egress**

Exits and paths of travel to exits including doors, doorways, operation of latches (including automatic closing or unlocking devices), handrails, stair treads and clearance from obstructions

Section D of Vol 1 of the BCA

Three monthly inspection to ensure compliance with Section D of Vol 1 of the BCA and to ensure paths are clear of obstructions.

**Signs**

Signs concerning the use of lifts in the event of fire

Clause E3.3 of Vol 1 of the BCA

Annual inspection for damage and deterioration and for compliance with Clause E3.3 of Vol 1 of the BCA

Internally illuminated exit signs

Clause E4.5 and E4.8 of Vol 1 of the BCA and AS/NZS 2293.1

Monthly visual inspection to confirm operation, avoidance from obstructions and power availability and six monthly inspection as prescribed in AS/NZS 2293.2

Exit identification including signs on fire doors and smoke doors (*"fire door-do not obstruct-do not keep open"*); signs on egress doors leading from fire isolated passageways

Clause D2.23 of Vol 1 of the BCA

Annual inspection for compliance with Clause D2.23 of Vol 1 of the BCA

**Emergency Lighting**

Emergency lighting

Clause E4.2 and E4.4 of Vol 1 of the BCA and  
(i) equipment manufactured to AS/NZS 2293.3, and  
(ii) designed and installed to AS/NZS 2293.1

As prescribed in AS/NZS 2293.2 and monthly inspection for power availability

**Fire Fighting Services and Equipment**

Fire pump sets

AS2941 or as approved by the relevant authority

As prescribed in AS1851.14

Fire main, booster, and associated equipment

Part E1 of Vol 1 of the BCA, AS2118 and AS2419.1

Annual inspection and three yearly flow test to the requirements of AS1851.3

Static water supply and associated equipment

60,000 L in accordance with approval.

Annual inspection to ensure tanks are full and valves operate

Fire hydrant installation

Clause E1.3 of Vol 1 of the BCA and AS2419.1

As prescribed in AS1851.4

Fire control room fit-out and facilities

Specification E1.8 of Vol 1 of the BCA

Annual inspection for compliance with Specification E1.8 of Vol 1 of the BCA

Fire hose reels

Clause E1.4 of Vol 1 of the BCA and AS2441

As prescribed in AS1851.2

Portable fire extinguishers

Clause E1.6 of Vol 1 of the BCA and AS2444

As prescribed in AS1851.1

Fire sprinkler installations

Clause E1.5 and/or Specification E1.5 of Vol 1 of the BCA and AS2118

As prescribed in AS1851.3

**Air Handling Systems**

Fans and fan motors associated with the operation of a ventilation system (frequent and emergency uses)

AS/NZS 1668.1 and AS1668.2

As prescribed in AS1851.6, Appendices B2 and B3

Fire control operation associated with mechanical ventilation or air conditioning systems

Fire shut down of equipment

Clause E2.2 of Vol 1 of the BCA or AS/NZS 1668.1 as appropriate

As prescribed in AS1851.6 Appendix B9

Fire dampers - thermal

egress pressurisation and/ or zone (sandwich) pressurisation

AS1668.2 and AS/NZS1668.1

AS/NZS1668.1

As prescribed in AS1851.6

As prescribed in AS1851.6 Appendix B10 with performance testing to building consent conditions and based on AS/NZS 1668.1. Frequency routines modified for Level 1 - Six monthly

Kitchen exhausts including grease filters

Automatic monitoring of atmospheric contaminants for car-parks and other vehicle enclosures

AS/NZS 1668.1 and AS1668.2

AS1668.2

As prescribed in AS1851.6, Appendix B8

Annual inspection, calibration and maintenance in accordance with AS1668.2, Appendix M

**Automatic Fire Detection and Alarm Systems**

Detection and alarm systems

Clause E2.2 and Specification E2.2a of Vol 1 of the BCA and AS1670

As prescribed in AS1851.8

Occupant warning systems including audible alarms

Specifications E1.5 and E2.2a of Vol 1 of the BCA

As prescribed in AS1851.8

**Emergency warning and Intercommunication Systems**

Emergency warning and intercommunication systems

Clause E4.9 of Vol 1 of the BCA and AS2220 Parts 1 and 2

As prescribed in AS1851.10

**Lifts**

Lifts providing a stretcher facility

Part E3 of Vol 1 of the BCA

Annual inspection for compliance with Part E3 of Vol 1 of the BCA

Equipment and controls in lifts for operation in event of emergency

Part E3 of Vol 1 of the BCA and AS1735.2

Annual inspection for compliance with Part E3 of Vol 1 of the BCA

**Emergency Power Supply**

Emergency power supply

As approved by the relevant authority

As prescribed for diesel engines in AS1851.14 based on proving electrical load in lieu of flow/ pressure for pump sets

**Interconnections - Fire Safety Systems**

All fire and safety systems

As approved by the relevant authority

Annual test of interconnection of all fire and safety systems for correct operation under automatic alarm (not simulation)

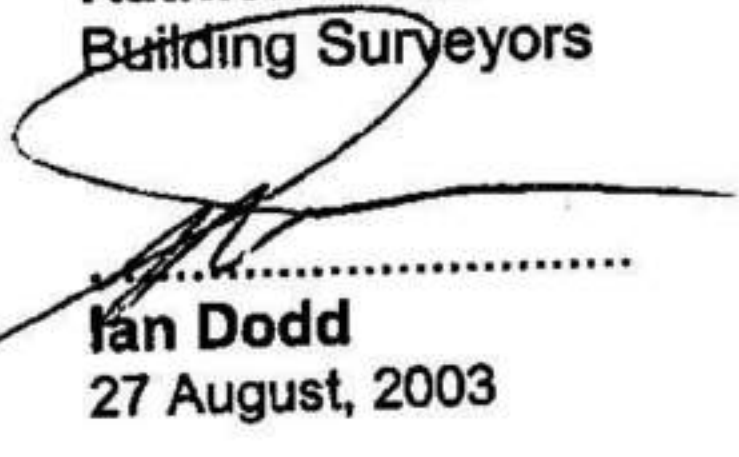
**Fire Safety Management Systems**

Emergency control organisation and procedures including notices at each exit door

AS3745 and in accordance with WFR Report No 20678.3

Annually in accordance with Occupational Health Safety & Welfare Act requirements

**Katnich Dodd**  
Building Surveyors



.....  
**Ian Dodd**  
27 August, 2003

**To: CITY OF BURNSIDE**  
 (To be submitted to Council by the owner of the building as soon as practicable after the end of each calendar year)

**DEVELOPMENT ACT, 1993  
 MINISTER'S SPECIFICATION SA 76**

**FORM 3**

**CERTIFICATE OF COMPLIANCE WITH MAINTENANCE PROCEDURES  
 FOR ESSENTIAL SAFETY PROVISIONS**

**BUILDING WORK:** RESIDENTIAL APARTMENTS, RESTAURANT & CARPARK ("AIR APARTMENTS")  
**SITE ADDRESS:** 220 -226 GREENHILL ROAD, EASTWOOD  
**OWNER:** GREENHILL INVESTMENTS PTY LTD  
**CLASSIFICATION:** APARTMENTS 2  
 RESTAURANT 6  
 CARPARK 7a  
**RISE IN STOREYS:** 14  
**TYPE OF CONSTRUCTION:** A  
**DEVELOPMENT APPLN:** 180/01190/02/C3

This is to certify that maintenance and testing have been carried out in respect of each of the following essential safety provisions for the above building in accordance with the standards/ codes/ conditions of approval as specified in the schedule of essential safety provisions issued in respect of the building on 27 August, 2003.

| <b>Items to be inspected or tested as nominated by relevant authority</b>                                                                                                                                                                                                                 | <b>Nature of inspection and/or test, frequency</b>                                                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Structural Fire Protection and Compartmentation</b>                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                      |
| Fire resistant materials applied to building elements                                                                                                                                                                                                                                     | Annual inspection for damage or deterioration                                                                                                                                                                                                                                        |
| Early Fire hazard Indices for linings and surface finishes                                                                                                                                                                                                                                | Annual inspection for compliance with Specification C1.10 of Vol 1 of the BCA                                                                                                                                                                                                        |
| Compartmentation including bounding construction and service penetrations through fire resistant structures (includes fire walls; smoke walls; fire resistant exits, and fire resistant elements such as walls, floors, ceilings, protective coverings, access panels and control joints) | Annual inspection for damage or deterioration; check integrity of joints, junctions and penetrations; and check that any additional penetrations have been adequately fire stopped. Remove any services not permitted in fire isolated exits (refer Clause C3.9 of Vol 1 of the BCA) |
| Fire doors                                                                                                                                                                                                                                                                                | As prescribed in AS1851.7 check operation of handles and electronic strikes                                                                                                                                                                                                          |
| Smoke doors                                                                                                                                                                                                                                                                               | As prescribed in AS1851.7                                                                                                                                                                                                                                                            |
| Self-closing tight-fitting 35 mm solid-core doors                                                                                                                                                                                                                                         | Annual inspection for damage or deterioration and operation of closer                                                                                                                                                                                                                |
| <b>Means of Egress</b>                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                      |
| Exits and paths of travel to exits including doors, doorways, operation of latches (including automatic closing or unlocking devices), handrails, stair treads and clearance from obstructions                                                                                            | Three monthly inspection to ensure compliance with Section D of Vol 1 of the BCA and to ensure paths are clear of obstructions.                                                                                                                                                      |
| <b>Signs</b>                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                      |
| Signs concerning the use of lifts in the event of fire                                                                                                                                                                                                                                    | Annual inspection for damage and deterioration and for compliance with Clause E3.3 of Vol 1 of the BCA                                                                                                                                                                               |

Internally illuminated exit signs

Monthly visual inspection to confirm operation, avoidance from obstructions and power availability and six monthly inspection as prescribed in AS/NZS 2293.2

Exit identification including signs on fire doors and smoke doors (*fire door-do not obstruct-do not keep open*); signs on egress doors leading from fire isolated passageways

Annual inspection for compliance with Clause D2.23 of Vol 1 of the BCA

### Emergency Lighting

Emergency lighting

As prescribed in AS/NZS 2293.2 and monthly inspection for power availability

### Fire Fighting Services and Equipment

Fire pump sets

As prescribed in AS1851.14

Fire main, booster, and associated equipment

Annual inspection and three yearly flow test to the requirements of AS1851.3

Static water supply and associated equipment

Annual inspection to ensure tanks are full and valves operate

Fire hydrant installation

As prescribed in AS1851.4

Fire control room fit-out and facilities

Annual inspection for compliance with Specification E1.8 of Vol 1 of the BCA

Fire hose reels

As prescribed in AS1851.2

Portable fire extinguishers

As prescribed in AS1851.1

Fire sprinkler installations

As prescribed in AS1851.3

### Air Handling Systems

Fans and fan motors associated with the operation of a ventilation system (frequent and emergency uses)

As prescribed in AS1851.6, Appendices B2 and B3

Fire control operation associated with mechanical ventilation or air conditioning systems

Fire shut down of equipment

As prescribed in AS1851.6 Appendix B9

Fire dampers - thermal

As prescribed in AS1851.6

egress pressurisation and/ or zone (sandwich) pressurisation

As prescribed in AS1851.6 Appendix B10 with performance testing to building consent conditions and based on AS/NZS 1668.1. Frequency routines modified for Level 1 - Six monthly

Kitchen exhausts including grease filters

As prescribed in AS1851.6, Appendix B8

Automatic monitoring of atmospheric contaminants for car-parks and other vehicle enclosures

Annual inspection, calibration and maintenance in accordance with AS1668.2, Appendix M

### Automatic Fire Detection and Alarm Systems

Detection and alarm systems

As prescribed in AS1851.8

Occupant warning systems including audible alarms

As prescribed in AS1851.8

**Emergency warning and Intercommunication Systems**

Emergency warning and intercommunication systems

As prescribed in AS1851.10

**Lifts**

Lifts providing a stretcher facility

Annual inspection for compliance with Part E3 of Vol 1 of the BCA

Equipment and controls in lifts for operation in event of emergency

Annual inspection for compliance with Part E3 of Vol 1 of the BCA

**Emergency Power Supply**

Emergency power supply

As prescribed for diesel engines in AS1851.14 based on proving electrical load in lieu of flow/pressure for pump sets

**Interconnections - Fire Safety Systems**

All fire and safety systems

Annual test of interconnection of all fire and safety systems for correct operation under automatic alarm (not simulation)

**Fire Safety Management Systems**

Emergency control organisation and procedures including notices at each exit door

Annually in accordance with Occupational Health Safety & Welfare Act requirements

Signed..... Date.....  
Contractor who carried out the relevant work or who was in charge of carrying out the relevant work.

Name in full..... Position .....

Company/ Business name.....

AUG 12 '03 11:55 GEI CONSULTING ENG 618 82329466



P.2/9



# SOUTH AUSTRALIAN FIRE SERVICES FIRE SAFETY DEPARTMENT

99 Wakefield Street, Adelaide  
GPO Box 98, Adelaide



Telephone  
(08) 8204 3611

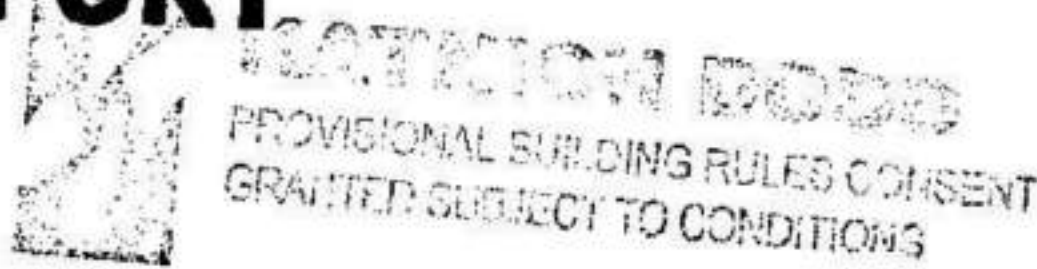
Email  
firesafety@saugov.sa.gov.au

Facsimile  
(08) 8204

## RELEVANT FIRE AUTHORITY COMMENT AND REPORT

Last Revised 26<sup>th</sup> February 2002

In reply please refer to  
Job No. **46062**



Date In **22/07/2003** Inspecting Officer **D. Nye**

|                         |                                                     |
|-------------------------|-----------------------------------------------------|
| <b>Premises Address</b> | <b>Air Apartments, 220 Greenhill Road, Eastwood</b> |
|-------------------------|-----------------------------------------------------|

|                    |                      |
|--------------------|----------------------|
| <b>Owners Name</b> | <b>Not Available</b> |
| <b>Address</b>     |                      |
|                    | <b>Postcode</b>      |

|                     |                 |
|---------------------|-----------------|
| <b>Council Area</b> | <b>Adelaide</b> |
|---------------------|-----------------|

|                              |                                                           |
|------------------------------|-----------------------------------------------------------|
| <b>Approving Authority</b>   | <b>Kathlich Dodd, I Dodd</b>                              |
| <b>Consultant /Architect</b> | <b>Mike Jeffries</b>                                      |
|                              | <b>GEI Consulting, Level 1, 300 Flinders St, Adelaide</b> |
|                              | <b>Phone 82329455 Facsimile 82329466</b>                  |

|                         |                            |                             |           |
|-------------------------|----------------------------|-----------------------------|-----------|
| <b>Classification</b>   | <b>2,6,7a,7b,9b</b>        | <b>Type of Construction</b> | <b>A</b>  |
| <b>Total floor area</b> | <b>37,500M<sup>2</sup></b> | <b>Rise in stories</b>      | <b>14</b> |



Government of South Australia

The following documents have been perused:

|                  |                                                      |
|------------------|------------------------------------------------------|
| Specification(s) | nil                                                  |
| Drawing No's     | A1104 E01 to E27, M01 to M29, W01 to W22, F01 to F20 |

- The proposal incorporates alternative solutions.
- We believe that the provisions made for fire detection, fire fighting and the control of smoke, as proposed in the above documentation, subject to the comments made in this report, meet the intent of the Building Code of Australia.
- The proposal is unsatisfactory.

*This report provides comment and opinion as to whether the proposed application meets the fire safety needs of the building occupants and adequately integrates with the operational search rescue and fire fighting procedures of the South Australian Fire Services.*

*In our opinion prior to the Issue of a Certificate of Occupancy, any systems for fire detection, fire fighting, evacuation warning and intercommunication, or smoke control, should be inspected by this Department, to ascertain if they perform in a manner suitable for the operational needs of the South Australian Fire Services.*

Signed 

Date 06/08/2003

**D. Nye**  
Fire Safety Officer  
South Australian Fire Services  
FIRE SAFETY DEPARTMENT

**Construction Details**

- C1.10** Do early Fire Hazard Indices comply? (Specification C1.10)
- C1.11** Does wall design avoid outward collapse during fire?
- C2.2** Is the floor area within prescribed limitations?
- C2.3** Is this a large isolated building?
- C2.4** Are open spaces for fire vehicles access OK?
- C2.5** Are fire and smoke compartments OK? (Class 9a buildings)
- C2.6** Is vertical separation of openings in external walls OK?
- C2.7** Is separation by fire walls OK?
- C2.8** Is separation of classifications in the same storey OK?
- C2.9** Is separation of classifications in different storeys OK?
- C3.2** Is protection of openings in external walls OK?
- C3.3** Is separation of openings in different fire compartments OK?
- C3.4** Are sprinklers used for fire protection/separation?
- C3.7** Is protection of doorways in horizontal exits OK?
- C3.11** Is the bounding construction OK? (Class 2, 3 & 4 buildings)

|     |
|-----|
| ??  |
| N/A |
| Y   |
| N   |
| N/A |
| N/A |
| ??  |
| ??  |
| ??  |
| ??  |
| ??  |
| ??  |
| N/A |
| ??  |
| N/A |
| N   |

**Comments**

C 1.1, C 2.8 and C3.11 see comment page 7

**Egress**

- D1.4** Does the distance of travel comply?
- D2.6** Are smoke lobbies provided as an alternative?
- D2.8** Is enclosure of space under stairs and ramps OK?
- D2.20** Door swings OK?
- D2.23** Are signs on fire and smoke doors required?

|    |
|----|
| N  |
| N  |
| ?? |
| Y  |
| Y  |

**Comments**

D 1.4 see comment page 7

**Fire Fighting Provisions**

**E1.3 (AS2419 and SAE1.3 Fire Hydrants)**

Fire main nominal diameter

150 mm

Are street plugs utilised?

N

Are on site feed hydrants utilised?

N

Number of unassisted hydrants required to flow 10 l/s @ 200 kPa?

nil

Is a fire brigade booster required?

Y

No. of 64mm diameter inlets proposed?

4

No. of 64mm diameter hydrants proposed?

4

No. of boosted hydrants to flow 10 l/s @ 700 kPa?

2

Is a tank(s) required?

Y

Is a diesel pump required?

Y

Is an electric pump required?

Y

Number of attack hydrants required to flow 5 l/s @ 700 kPa

2

Is a combined hydrant & sprinkler system proposed?

Y

Is a complying sprinkler/hydrant flow rate, as per AS2118, required?

Y

**E1.4** Are hose reels required?

Y

**E1.5** Are sprinklers required?

Y

Are AS2118 sprinklers proposed?

Y

Are other sprinklers proposed?

N

**E1.6** Are portable fire extinguishers required?

Y

**E1.8** Is a Fire Control Room required?

Y

**E1.9** Are fire precautions during construction needed?

Y

**E1.10** Are provisions for special hazards necessary?

N

**Comments**

E 1.3, E 1.4 and E 1.5 see comment page 7

**Key to Comments**

Y = Yes

N = No

?? = Not assessed

N/A = Not applicable

**Smoke Hazard Management**

- E2.2** Do Tables E2.2a or E2.2b require provisions be installed?
- Are air-handling systems utilised?
- Is sandwich/pressurisation to AS1668.1 utilised?
- Is an exit pressurisation system to AS1668.1 required?

|   |
|---|
| Y |
| Y |
| N |
| Y |
| N |

- E2.3** Are extra smoke hazard management measures necessary?

**Spec E2.2a 'Smoke Detection and Alarm Systems'**

- Is a fire detection system required?
- Type of system
- Is SAMFS/CFS monitoring required?
- Is non-Fire Service monitoring proposed?

|             |
|-------------|
| Y           |
| See comment |
| Y           |
| N           |

**Spec E2.2b 'Smoke Exhaust Systems'**

- Is mechanical smoke exhaust utilised per Specification E2.2b?
- Designed smoke layer height?
- Exhaust rate proposed for each reservoir?

|     |
|-----|
| Y   |
| N/A |
| N/A |

**Spec E2.2c 'Smoke and Heat Vents'**

- Is natural smoke venting utilised per Specification E2.2c?
- Are smoke-and-heat vents utilised to AS2665?
- % of floor area?
- Coefficient of discharge?
- Height to underside of smoke layer?
- Smoke layer depth?

|     |
|-----|
| N   |
| N/A |
| N/A |
| N/A |
| N/A |
| N/A |
| N/A |

**Comments**

E 2.2, E 2.2a and E 2.2b see comment page 7

**Key to Comments**

Y = Yes

N = No

?? = Not assessed

N/A = Not applicable

**Lift Installations**

- E3.2 Is a lift stretcher facility required?
- E3.3 Are warning signs against use of lifts in fire required?
- E3.4 Are emergency fire lifts required?

|   |
|---|
| Y |
| Y |
| Y |

**Comments**

N/A

**EWIS**

- E4.9 Is an emergency warning and intercommunication system required?

|   |
|---|
| Y |
|---|

**Comments**

E 4.9 see comment page 7

**Miscellaneous**

- G3.8 Are fire/smoke control systems in atriums required?
- SA G5.2 Is bushfire protection required?
- H1.1 Does this clause for schools or the like apply?
- H1.2 Is a sprinkler system proposed?
- H1.3 Is there a Proscenium wall?
- SA I1.1 Are safety installations identification and maintenance records proposed?

|     |
|-----|
| N   |
| N/A |
| N/A |
| N/A |
| N/A |
| Y   |

**Comments**

N/A

**Key to Comments**

Y = Yes

N = No

?? = Not assessed

N/A = Not applicable

## **ALTERNATIVES PROPOSED**

In our opinion the alternatives proposed to the Building Code of Australia deemed to satisfy requirements (as outlined below), will achieve a satisfactory level of occupant safety and provide adequate facilities for fire fighting.

We recommend that the relevant authority adopt these proposals and they be included as part of any essential safety provisions.

### **C 1.1 Fire Rated Construction**

Use the existing 75mm. floor slabs in lieu of the required 100mm. floor slabs

### **C 2.8 Separation**

Separation is provided in accordance with the Building Code of Australia '96 deemed to satisfy provisions.

### **C3.11 Bounding Construction**

Apartment walls and ceilings will consist of one hour fire rated plasterboard. Life Safety doors on apartment entries in lieu of -60/30 fire rated doors.

### **D 1.4 Exit Travel Distances**

Travel distances up to 12 metres to a stairway of choice of two exits due to the sprinkler protection.

### **E 1.3 Fire Hydrants**

The combined sprinkler/hydrant risers are proposed to be located in stair 1 and 2. Hydrant are located on each level providing satisfactory coverage. A tank suction and boost facility is proposed, however the location is still to be agreed.

### **E 1.4 Fire Hose Reels**

Fire hose reel coverage appears to be satisfactory.

### **E 1.5 Fire Sprinklers**

Sprinklers are proposed throughout the building in accordance with the hazard categories on each level. However where the apartment bathrooms do not have acrylic baths or clothes dryers sprinklers may be omitted. Sprinkler activation shall call the fire service and immediately sound an evacuation alert on the floor of origin.

### **E 2.2 Exit Pressurisation**

Provided in accordance with the deemed to satisfy provisions of the BCA '96

### **E 2.2a Smoke Detection and Alarm Systems**

**An AS 1670 smoke and thermal detection system is proposed for the common areas. The apartments utilise sounder base heads and will include a programmed delay as agreed during commissioning. Common area alarms and the sprinkler system shall activate the occupant warning system and call the fire service immediately.**

### **E 2.2 b Mechanical Smoke Exhaust**

**Provided in all carpark levels in accordance with AS 1668.2.**

### **E 4.9 Occupant Warning**

**Occupant warning is proposed as AS 2220 sounders cascading to all levels in lieu of an EWIS.**

**Note: The following areas are agreed in principal however final detail is to be assessed when available:**

- **Tank suction location**
- **Tank capacity**
- **Relative height of pumps in relation to tank suction**
- **Detection in the restaurant, theatre and other common spaces**



11/09/2003

Australia Properties Pty Ltd  
220 Greenhill Road  
EASTWOOD SA 5063

Dear Australia Properties Pty Ltd

**Development Application No.: 180/01190/02/C3**  
**Location: 220-224 GREENHILL ROAD EASTWOOD SA 5063**  
**Proposal: NON-COMPLYING CHANGE OF USE FROM OFFICE**  
**(FORMER ETSA OFFICE) TO RESIDENTIAL FLAT BUILDING**  
**CONTAINING 141 DWELLINGS, A CARETAKERS DWELLING,**  
**RESTAURANT, RECREATIONAL FACILITIES AND MULTI LEVEL**  
**CARPARK INCORPORATING STORAGE AREAS**  
**STAGED APPROVAL – STAGE 3 BALANCE OF WORKS**

I wish to advise that the above mentioned application has been approved.

As required by Regulation 45 of the Development Regulations 1993, as owner of the land upon which the above mentioned development is approved, please find attached a copy of the Decision Notification Form.

Should you require any further information or assistance, please do not hesitate to contact me.

Yours sincerely

A handwritten signature in black ink that reads 'Philip Cocking'.

Philip Cocking  
Senior Development Officer - Building

enc.

**In reply please refer to: 180/01190/02/C3**  
**Please refer to: Mr P Cocking - Ph 8366 4247 email:**  
**pcocking@burnside.sa.gov.au**

---

**Civic Centre**  
**401 Greenhill Road**  
**Tusmore SA 5065**  
PO Box 9  
Glenside SA 5065  
ABN 66 452 640 504

**Telephone**  
(08) 8366 4200

**Facsimile**  
General  
(08) 8366 4299  
Planning & Building  
(08) 8366 4298  
Operations  
(08) 8366 4279

**Web**  
[www.burnside.sa.gov.a](http://www.burnside.sa.gov.a)

**Email**  
burnside  
[@burnside.sa.gov.au](mailto:burnside@burnside.sa.gov.au)



LOCAL GOVERNMENT SEARCH

Cert0462126

31/03/2026

Commercial & Legal  
278 Flinders Street  
ADELAIDE SA 5000

Billing number: 1206656 Valuer General No: 1855595286  
Owner: Jeanette Ambrose  
Property Address: 129/220-224 Greenhill Road EASTWOOD SA 5063  
Legal Description: ALLOT 129 Sec 254 CP 22863 Vol 5947 Fol 652

Pursuant to Section 187 of the Local Government Act 1999 (as amended), I certify that the following amounts are due and payable and are a charge against the above property:

|                                                                                                                                                                                                             |            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Rates and Arrears - prior 30/06/2025                                                                                                                                                                        | 0.00       |
| Legal Fees                                                                                                                                                                                                  | 0.00       |
| Rates for current financial year, which fall due on 01/07/2025 and payable as four instalments on or before 01/06/2026                                                                                      | 2,057.90   |
| Fines and interest for current financial year (2% fine for each late instalment, and .75% interest rate per month on all other outstanding amounts). Fines and interest are incurred on day 1 of each month | 0.00       |
| Less Rate Capping Rebate                                                                                                                                                                                    | 0.00       |
| Less amount paid for current financial year                                                                                                                                                                 | (1,543.40) |
| Balance of rates and other monies due and payable                                                                                                                                                           | \$514.50   |
| Instalment/s Due:                                                                                                                                                                                           |            |
| Due 01/06/2026                                                                                                                                                                                              | \$514.50   |

ON BEHALF OF THE CITY OF BURNSIDE

### Street Numbering

Please note Council's official street number for this property is 129/220-224 Greenhill Road EASTWOOD SA 5063.

### Regulated and Significant Trees

Your attention is drawn to the requirement to obtain Development Approval before undertaking a Tree-damaging activity to a Regulated or Significant tree as defined by the Development Act 1993. Council has established the Regulated and Significant Tree Assistance Scheme which provides partial reimbursement of funds to approved works undertaken to maintain and provide for the ongoing health of Regulated and Significant Trees. Conditions apply. For more information please contact City Development and Safety on 8366 4244.

### Waste Collection Service

On the 10 December 2012 the City of Burnside moved to a new 3 Bin and Food Waste Recycling system.

Each rateable property is eligible to receive a standard set of 3 bins: general waste (140L red lid), recycling (240L yellow lid) and organics (240L green lid), as well as a food waste kitchen basket and a new Waste Education Brochure and Calendar. Bins are also available in 140L and 360L (recycle) and 140L (green organics). For further information on the new system and all fees and charges, please refer to Council's web site.

All bins will be supplied by Council and remain the property of Council.

Additional bins for recycling and organic waste may be acquired through a lease agreement with Council. A pro rata charge for the collection of additional recycling and organic bins applies.

Refer to the Kerbside Waste Management Policy for further details.

### Payment of Rates at Settlement

It is encouraged that payment of the full year's rates is made when a property is sold.

Section 178(3)(c) of the Local Government Act 1999, states that rates may be recovered as a debt from any other person who was at the *time of the declaration of the rates an owner or occupier of the land*.

If you have any queries regarding this, please do not hesitate to contact the Rates Department on 8366 4200.

### To pay these rates via PEXA

Bpay Biller Code: 8722

Reference Number: 1206656

# Property Interest Report

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

|                        |                                                 |                           |
|------------------------|-------------------------------------------------|---------------------------|
| Title Reference        | CT 5947/652                                     | Reference No. 2768769     |
| Registered Proprietors | J*AMBROSE                                       | Prepared 31/03/2026 12:27 |
| Address of Property    | Unit 129, 220 GREENHILL ROAD, EASTWOOD, SA 5063 |                           |
| Local Govt. Authority  | CITY OF BURNSIDE                                |                           |
| Local Govt. Address    | PO BOX 9 GLENSIDE SA 5065                       |                           |

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><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 has no record of any conditions that continue to apply, affecting this title

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

- 5.10 section 84 - Enforcement notice  
State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title  
also  
Contact the Local Government Authority for other details that might apply
- 5.11 section 85(6), 85(10) or 106 - Enforcement order  
State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title  
also  
Contact the Local Government Authority for other details that might apply
- 5.12 Part 11 Division 2 - Proceedings  
Contact the Local Government Authority for other details that might apply  
also  
Contact the vendor for these details

## 6. Repealed Act conditions

- 6.1 Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act, 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1967* (repealed)  
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
- (Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.)*

## 7. Emergency Services Funding Act 1998

- 7.1 section 16 - Notice to pay levy  
An Emergency Services Levy Certificate will be forwarded.  
If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.  
  
Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates  
[www.revenuesaonline.sa.gov.au](http://www.revenuesaonline.sa.gov.au)

## 8. Environment Protection Act 1993

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

|                                                                   |                                                                                                                            |                                                                                                                                                                         |
|-------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8.9                                                               | section 103P - Notation of site contamination audit report in relation to the land                                         | EPA (SA) does not have any current Orders registered on this title                                                                                                      |
| 8.10                                                              | section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land | EPA (SA) does not have any current Orders registered on this title                                                                                                      |
| <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<br>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<br>also<br>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<br>also<br>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<br>also<br>Refer to the Certificate of Title                                                 |
| 13.5                                                              | section 36 - "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 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 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 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 | <p><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></p> <p>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></p> |
|------|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**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 | <b>Transport Assessment Section within DIT will respond with details that may be relevant to this item</b> |
|------|------------------------------------------|------------------------------------------------------------------------------------------------------------|

**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        |
| <b>25. Native Vegetation Act 1991</b>                                   |                                                                                                                                  |                                                                                                                        |
| 25.1                                                                    | Part 4 Division 1 - Heritage agreement                                                                                           | DEW Native Vegetation has no record of any agreement affecting this title<br>also<br>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<br>also<br>Refer to the Certificate of Title |
| 25.3                                                                    | section 25D - Management agreement                                                                                               | DEW Native Vegetation has no record of any agreement affecting this title<br>also<br>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                                   |
| <b>26. Natural Resources Management Act 2004 (repealed)</b>             |                                                                                                                                  |                                                                                                                        |
| 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                                   |
| <b>27. Outback Communities (Administration and Management) Act 2009</b> |                                                                                                                                  |                                                                                                                        |
| 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 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
- 29.3 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 has no record of any notice or order affecting this title  
also  
Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title.  
also  
Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title.  
also  
Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title.

**35. Water Resources Act 1997 (repealed)**

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

**36. Other charges**

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

## Other Particulars

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

- |     |                                                                                 |                                                                                                                                                                                                                                     |
|-----|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.  | Particulars of transactions in last 12 months                                   | Contact the vendor for these details                                                                                                                                                                                                |
| 2.  | Particulars relating to community lot (including strata lot) or development lot | Enquire directly to the Secretary or Manager of the Community Corporation                                                                                                                                                           |
| 3.  | Particulars relating to strata unit                                             | Enquire directly to the Secretary or Manager of the Strata Corporation                                                                                                                                                              |
| 4.  | Particulars of building indemnity insurance                                     | Contact the vendor for these details<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 aluminum composite panels                               | <b>A building on the land has been identified as part of the South Australian Building Cladding Audit initiated in 2017. Contact the vendor for relevant details.</b>                                                               |
| 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

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

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

## Notices

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

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

#### Building restrictions

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

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

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

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

#### Statutory easements

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

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

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

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

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

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

#### ***Land Tax Act 1936 and Regulations thereunder***

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

#### ***Animal and Plant Control (Agriculture Protection and other purposes) Act 1985 and Regulations***

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

Information should be obtained from:

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

#### ***Landscape South Australia 2019***

Water Resources Management - Taking of underground water

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

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

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



|                    |                    |
|--------------------|--------------------|
| Product            | Check Search       |
| Date/Time          | 31/03/2026 12:27PM |
| Customer Reference | 26/31231 CRN 59907 |
| Order ID           | 20260331005030     |

## Certificate of Title

Title Reference: CT 5947/652  
 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   |
|----------------|-----------------|----------------|----------------------|--------|--------|
| 20/07/2005     | 11/08/2005      | 10268596       | DEVELOPMENT CONTRACT | FILED  | C22863 |
| 01/05/2015     | 25/06/2015      | 12323214       | SCHEME DESCRIPTION   | FILED  | C22863 |
| 24/07/2025     | 08/08/2025      | 14579030       | BY-LAWS              | FILED  | C22863 |

## Registrar-General's Notes

No Registrar-General's Notes exist for this title



|                    |                    |
|--------------------|--------------------|
| Product            | Historical Search  |
| Date/Time          | 31/03/2026 12:27PM |
| Customer Reference | 26/31231 CRN 59907 |
| Order ID           | 20260331005030     |

## Certificate of Title

Title Reference: CT 5947/652  
 Status: CURRENT  
 Parent Title(s): CT 5867/970  
 Dealing(s) Creating Title: VE 10268592, ACT 10268593  
 Title Issued: 30/08/2005  
 Edition: 3

## Dealings

| Lodgement Date | Completion Date | Dealing Number | Dealing Type          | Dealing Status | Details                                        |
|----------------|-----------------|----------------|-----------------------|----------------|------------------------------------------------|
| 21/11/2019     | 26/11/2019      | 13208723       | TRANSFER              | REGISTERED     | JEANETTE AMBROSE                               |
| 21/11/2019     | 26/11/2019      | 13208722       | DISCHARGE OF MORTGAGE | REGISTERED     | 12430476                                       |
| 17/11/2015     | 10/12/2015      | 12430476       | MORTGAGE              | REGISTERED     | WESTPAC BANKING CORPORATION (ACN: 007 457 141) |
| 17/11/2015     | 10/12/2015      | 12430475       | TRANSFER              | REGISTERED     | ROBERT JOHN REDDECLIFFE, VICKI LEE PORTER      |
| 17/11/2015     | 10/12/2015      | 12430474       | DISCHARGE OF MORTGAGE | REGISTERED     | 9509503                                        |
| 17/01/2003     | 29/01/2003      | 9509503        | MORTGAGE              | REGISTERED     | ST.GEORGE BANK LTD. (ACN: 055 513 070)         |



|                    |                             |
|--------------------|-----------------------------|
| Product            | Title and Valuation Package |
| Date/Time          | 31/03/2026 12:27PM          |
| Customer Reference | 26/31231 CRN 59907          |
| Order ID           | 20260331005030              |

## Certificate of Title

|                     |                                              |
|---------------------|----------------------------------------------|
| Title Reference     | CT 5947/652                                  |
| Status              | CURRENT                                      |
| Easement            | YES                                          |
| Owner Number        | 12783401                                     |
| Address for Notices | UNIT 129, 220 GREENHILL RD EASTWOOD, SA 5063 |
| Area                | NOT AVAILABLE                                |

## Estate Type

Fee Simple

## Registered Proprietor

JEANETTE AMBROSE  
OF UNIT 129 220 GREENHILL ROAD EASTWOOD SA 5063

## Description of Land

LOT 129 PRIMARY COMMUNITY STRATA PLAN 22863  
IN THE AREA NAMED EASTWOOD  
HUNDRED OF ADELAIDE

## Last Sale Details

|                   |                                              |
|-------------------|----------------------------------------------|
| Dealing Reference | TRANSFER (T) 13208723                        |
| Dealing Date      | 21/11/2019                                   |
| Sale Price        | \$985,000                                    |
| Sale Type         | FULL VALUE / CONSIDERATION AND WHOLE OF LAND |

## Constraints

Encumbrances

NIL

Stoppers

NIL

## Valuation Numbers

| Valuation Number | Status  | Property Location Address                       |
|------------------|---------|-------------------------------------------------|
| 1855595286       | CURRENT | Unit 129, 220 GREENHILL ROAD, EASTWOOD, SA 5063 |

## Notations

Dealings Affecting Title

NIL

Notations on Plan



|                    |                             |
|--------------------|-----------------------------|
| Product            | Title and Valuation Package |
| Date/Time          | 31/03/2026 12:27PM          |
| Customer Reference | 26/31231 CRN 59907          |
| Order ID           | 20260331005030              |

| Lodgement Date   | Dealing Number | Descriptions         | Status |
|------------------|----------------|----------------------|--------|
| 20/07/2005 11:58 | 10268596       | DEVELOPMENT CONTRACT | FILED  |
| 01/05/2015 12:00 | 12323214       | SCHEME DESCRIPTION   | FILED  |
| 24/07/2025 12:17 | 14579030       | BY-LAWS              | FILED  |

### Registrar-General's Notes

NIL

### Administrative Interests

NIL

## Valuation Record

|                              |                                                 |
|------------------------------|-------------------------------------------------|
| Valuation Number             | 1855595286                                      |
| Type                         | Site & Capital Value                            |
| Date of Valuation            | 01/01/2025                                      |
| Status                       | CURRENT                                         |
| Operative From               | 01/07/2006                                      |
| Property Location            | Unit 129, 220 GREENHILL ROAD, EASTWOOD, SA 5063 |
| Local Government             | BURNSIDE                                        |
| Owner Names                  | JEANETTE AMBROSE                                |
| Owner Number                 | 12783401                                        |
| Address for Notices          | UNIT 129, 220 GREENHILL RD EASTWOOD, SA 5063    |
| Zone / Subzone               | UC(Bo) - Urban Corridor (Boulevard)             |
| Water Available              | Yes                                             |
| Sewer Available              | Yes                                             |
| Land Use                     | 1329 - Ninth Floor Or Above Home Unit           |
| Description                  | 4APT 2CPK STR                                   |
| Local Government Description | Residential                                     |

## Parcels

| Plan/Parcel    | Title Reference(s) |
|----------------|--------------------|
| C22863 LOT 129 | CT 5947/652        |

## Values

| Financial Year | Site Value | Capital Value | Notional Site Value | Notional Capital Value | Notional Type |
|----------------|------------|---------------|---------------------|------------------------|---------------|
| Current        | \$103,000  | \$1,175,000   |                     |                        |               |



|                    |                             |
|--------------------|-----------------------------|
| Product            | Title and Valuation Package |
| Date/Time          | 31/03/2026 12:27PM          |
| Customer Reference | 26/31231 CRN 59907          |
| Order ID           | 20260331005030              |

| Financial Year | Site Value | Capital Value | Notional Site Value | Notional Capital Value | Notional Type |
|----------------|------------|---------------|---------------------|------------------------|---------------|
| Previous       | \$94,000   | \$1,125,000   |                     |                        |               |

## Building Details

|                      |                           |
|----------------------|---------------------------|
| Valuation Number     | 1855595286                |
| Building Style       | High Quality Conventional |
| Year Built           | 2005                      |
| Building Condition   | Excellent                 |
| Wall Construction    | Glass & Concrete          |
| Roof Construction    | Concrete                  |
| Equivalent Main Area | 157 sqm                   |
| Number of Main Rooms | 4                         |

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

**ANNEXURE E**

ABN 19 040 349 805  
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: 2768769

COMMERCIAL & LEGAL PTY LTD  
278 FLINDERS ST  
ADELAIDE SA 5000

DATE OF ISSUE

01/04/2026

**ENQUIRIES:**

Tel: (08) 8372 7534

Email: [contactus@revenuesa.sa.gov.au](mailto:contactus@revenuesa.sa.gov.au)

| OWNERSHIP NUMBER                                             | OWNERSHIP NAME                                  |                |               |                   |
|--------------------------------------------------------------|-------------------------------------------------|----------------|---------------|-------------------|
| 12783401                                                     | J AMBROSE                                       |                |               |                   |
| PROPERTY DESCRIPTION                                         |                                                 |                |               |                   |
| 129 / 220 GREENHILL RD / EASTWOOD SA 5063 / LT 129 C22863 U1 |                                                 |                |               |                   |
| ASSESSMENT NUMBER                                            | TITLE REF.<br>(A "+" indicates multiple titles) | CAPITAL VALUE  | AREA / FACTOR | LAND USE / FACTOR |
| 1855595286                                                   | CT 5947/652                                     | \$1,175,000.00 | R4<br>1.000   | RE<br>0.400       |

| LEVY DETAILS:  |  | FIXED CHARGE           | \$ | 50.00   |
|----------------|--|------------------------|----|---------|
|                |  | + VARIABLE CHARGE      | \$ | 397.60  |
| FINANCIAL YEAR |  | - REMISSION            | \$ | 239.25  |
| 2025-2026      |  | - CONCESSION           | \$ | 0.00    |
|                |  | + ARREARS / - PAYMENTS | \$ | -208.35 |
|                |  | = AMOUNT PAYABLE       | \$ | 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 30/06/2026



**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>Billor Code: 456285<br/>Ref: 7016358215</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.<br/>More info: <a href="http://www.ibpay.com.au">www.ibpay.com.au</a><br/><small>® Registered to iBPAY Pty Ltd<br/>ABN 68 079 137 518</small></p> |  <p>To pay via the internet, go to:<br/><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 Community Emergency Services Fund, along with this Payment Remittance Advice to:<br/><b>Please refer below.</b><br/>Revenue SA<br/>Locked Bag 555<br/>ADELAIDE SA 5001</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**ACTION REQUIRED:** In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 889  
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: 2768769

DATE OF ISSUE

01/04/2026

COMMERCIAL & LEGAL PTY LTD  
278 FLINDERS ST  
ADELAIDE SA 5000**ENQUIRIES:**

Tel: (08) 8372 7534

Email: [contactus@revenuesa.sa.gov.au](mailto:contactus@revenuesa.sa.gov.au)

## OWNERSHIP NAME

J AMBROSE

## FINANCIAL YEAR

2025-2026

## PROPERTY DESCRIPTION

129 / 220 GREENHILL RD / EASTWOOD SA 5063 / LT 129 C22863 U1

## ASSESSMENT NUMBER

1855595286

## TITLE REF.

(A "+" indicates multiple titles)

CT 5947/652

## TAXABLE SITE VALUE

\$103,000.00

## AREA

0.0000 HA

## DETAILS OF THE LAND TAX PAYABLE FOR THE ABOVE PARCEL OF LAND:

|                         |    |      |                |    |      |
|-------------------------|----|------|----------------|----|------|
| CURRENT TAX             | \$ | 0.00 | SINGLE HOLDING | \$ | 0.00 |
| - DEDUCTIONS            | \$ | 0.00 |                |    |      |
| + ARREARS               | \$ | 0.00 |                |    |      |
| - PAYMENTS              | \$ | 0.00 |                |    |      |
| = <u>AMOUNT PAYABLE</u> | \$ | 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

30/06/2026

**Government of  
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

**RevenueSA**

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>Billier Code: 456293<br/>Ref: 7016358124</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.<br/>More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a><br/> <small>© Registered to iBPAY Pty Ltd<br/>RFSH 99 079 137 515</small></p> |  <p>To pay via the internet go to:<br/><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 Commissioner of State Taxation, along with this Payment Remittance Advice to:<br/> <b>Please refer below:</b><br/>       Revenue SA<br/>       Locked Bag 555<br/>       ADELAIDE SA 5001</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**ACTION REQUIRED:** In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.



|                                        |                              |                           |                   |                        |
|----------------------------------------|------------------------------|---------------------------|-------------------|------------------------|
| Account Number<br><b>18 55595 28 6</b> | L.T.O Reference<br>CT5947652 | Date of issue<br>1/4/2026 | Agent No.<br>7777 | Receipt No.<br>2768769 |
|----------------------------------------|------------------------------|---------------------------|-------------------|------------------------|

COMMERCIAL & LEGAL PTY LTD  
278 FLINDERS ST  
ADELAIDE SA 5000  
convey@commercialandlegal.com.au

Section 7/Elec

## Certificate of Water and Sewer Charges & Encumbrance Information

### Property details:

**Customer:** J AMBROSE  
**Location:** U129 220 GREENHILL RD EASTWOOD LT 129 C22863 U129  
**Description:** 4APT 2CPK STR      **Capital Value:** \$1 175 000  
**Rating:** Residential

### Periodic charges

Raised in current years to 31/3/2026

|                                |                            | \$          |
|--------------------------------|----------------------------|-------------|
|                                | Arrears as at: 30/6/2025   | 0.00        |
| Water main available: 1/7/2006 | Water rates                | 246.90      |
| Sewer main available: 1/7/2006 | Sewer rates                | 519.93      |
|                                | 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                | 766.83CR    |
|                                | <b>Balance outstanding</b> | <b>0.00</b> |

Degree of concession: 00.00%  
Recovery action taken: FULLY PAID

**Next quarterly charges:** Water supply: 82.30      Sewer: 173.31      Bill: 8/4/2026

This account has no meter of its own but is supplied from account no 18 55594 01 3.

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  
250 Victoria Square/Tarntanyangga  
Adelaide SA 5000  
GPO Box 1751 Adelaide SA 5001

1300 SA WATER  
(1300 729 283)  
ABN 69 336 525 019  
[sewater.com.au](http://sewater.com.au)





## South Australian Water Corporation

**Name:**

J AMBROSE

**Water & Sewer Account**

Acct. No.: 18 55595 28 6

Amount: \_\_\_\_\_

**Address:**

 U129 220 GREENHILL RD EASTWOOD LT  
 129 C22863 U129

### Payment Options

**EFT**
**EFT Payment**

|                      |                             |
|----------------------|-----------------------------|
| Bank account name:   | SA Water Collection Account |
| BSB number:          | 065000                      |
| Bank account number: | 10622859                    |
| Payment reference:   | 1855595286                  |


**Bill code: 8888**
**Ref: 1855595286**

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: 1855595286

STATEMENT PURSUANT TO SECTION 139 OF THE *COMMUNITY TITLES ACT 1996*Date of Statement: **1 April 2026****Community Lot** in respect of which the Statement is issued: Lot **129** in **Community Plan No. 22863** at **Air Apartments, 220 Greenhill Road, EASTWOOD SA 5063**

Unit entitlement: 97  
 Total entitlement: 10000  
 Water Payment Method: Corporation pays common water usage charges.

Unit owner: **Mrs J Ambrose**

Person requesting certificate:

**Name:** Commercial & Legal,  
**Address:** 278 Flinders Street, ADELAIDE SA 5000

**The Community corporation certifies the following with respect to the Lot being the subject of this Statement:****1. Administrative fund – contributions payable by regular periodic instalments or lump sum**

Total amount last determined with respect to the lot

| Amount      | Period                     |
|-------------|----------------------------|
| \$14,667.00 | 15 Dec 2025 to 14 Dec 2026 |

Number of instalments payable (if contributions payable by instalments) 4

Amount of each instalment, period to which instalment relates and date due

| Amount           | Period                     | Date due    |
|------------------|----------------------------|-------------|
| [PAID]\$3,666.75 | 15 Dec 2025 to 14 Mar 2026 | 15 Dec 2025 |
| [PAID]\$3,666.75 | 15 Mar 2026 to 14 Jun 2026 | 15 Mar 2026 |
| \$3,666.75       | 15 Jun 2026 to 14 Sep 2026 | 15 Jun 2026 |
| \$3,666.75       | 15 Sep 2026 to 14 Dec 2026 | 15 Sep 2026 |

Amount owing \$0.00

Interest due on unpaid levies \$0.00

Amount in credit for prepaid levies \$0.00

**2. Sinking fund – contributions payable by regular periodic instalments or lump sum (section 139 (1) of the Act)**

Total amount last determined with respect to the lot

| Amount     | Period                     |
|------------|----------------------------|
| \$6,924.60 | 15 Dec 2025 to 14 Dec 2026 |

Number of instalments payable (if contributions payable by instalments) 4

Amount of each instalment, period to which instalment relates and date due

| Amount           | Period                     | Date due    |
|------------------|----------------------------|-------------|
| [PAID]\$1,731.15 | 15 Dec 2025 to 14 Mar 2026 | 15 Dec 2025 |
| [PAID]\$1,731.15 | 15 Mar 2026 to 14 Jun 2026 | 15 Mar 2026 |
| \$1,731.15       | 15 Jun 2026 to 14 Sep 2026 | 15 Jun 2026 |
| \$1,731.15       | 15 Sep 2026 to 14 Dec 2026 | 15 Sep 2026 |

Amount owing \$0.00

Interest due on unpaid levies \$0.00

Amount in credit for prepaid levies \$0.00

**3. Special contributions**

None

**4. Particulars of Assets and Liabilities of the Corporation**

A copy of the Balance Sheet at the date of this Statement is attached.

**5. Particulars of any Expenditure**

(a) Incurred by the Corporation

**REFER TO MINUTES ATTACHED**

.....

(b) Resolved to be incurred to which the unit holder must, or is likely to be required to, contribute  
**REFER TO MINUTES ATTACHED - Please contact our office prior to settlement to check for any outstanding balances.**

.....

**6. Insurance policies**

Particulars of all insurance policies that the community corporation has taken out.

CHU Strata Insurance  
 Policy No. HU0006071895  
 Type: Building  
 Premium: \$93,131.79  
 Next due: 31/10/2026

| <i>Cover</i>                | <i>Sum insured</i> | <i>Excess</i> |
|-----------------------------|--------------------|---------------|
| Buildings & Common Property | \$170,493,750.00   | \$5,000.00    |
| Public Liability            | \$50,000,000.00    | \$0.00        |
| Voluntary Workers           | \$300,000.00       | \$0.00        |
| Fidelity Guarantee          | \$1,800,000.00     | \$0.00        |
| Office Bearers Liability    | \$5,000,000.00     | \$0.00        |
| Machinery Breakdown         | \$100,000.00       | \$0.00        |

**7. Documents Supplied**

- (i) Minutes of general meetings of the corporation and meetings of the management committee for the last two years
- (ii) Statement of Accounts of the corporation last prepared by the corporation
- (iii) The current policies of insurance taken out by the corporation

**NOTE:**

The information provided is accurate as at the date of this Statement and is not intended to be relied upon by any party other than the person who requested this Statement under Section 139 of the Act. Information provided in this document is valid for 30 days only. After that time, updates will be required by written request.

**Please Note : Conveyancer's attention is drawn to the following :**

The Community Titles Act requires that :-

1.1 A lot owner immediately notify the Body Corporate of change of ownership of a unit so that s135 "(1) A community corporation must maintain a register of the names of the owners of the community lots which shows the last address known to the corporation of each owner. (2) A corporation must keep a record of the information used to compile the register for the period required by the regulations." can be complied with.

1.2 S114(7) "Payment of a contribution, instalment or interest in enforceable jointly and severally against the owner or owners of the lot and the subsequent owner or owners of the lot.

(8) A contribution, instalment or interest may be recovered as a debt."

(12) An amount paid by a person under this section is not recoverable by the person from the corporation when he or she ceases to be the owner of the lot.

1.3 This statement is issued on the basis that any payment by the unit holder by cheque or other instrument will be honoured at the first presentation. i.e. : if the cheque bounces, the owners financial details will be wrong.

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

An inspection of the accounting records, minute books of the corporation and any other prescribed documentary material may be arranged by application to the Agent at the address listed below:

---

This Statement was prepared on behalf of Community Corporation 22863 Inc by



.....(signature)

**Luke Scicluna**  
**Horner Management**  
 232 South Road  
 MILE END SA 5031

**HORNER MANAGEMENT**  
**ABN 72 785 473 932**

232 SOUTH ROAD  
MILE END SA 5031  
Phone: (08) 8234 5777

Email: office@hornermanagement.com.au

[Vendor Ref: Mrs J Ambrose]

**PLEASE COMPLETE AND RETURN WHEN SETTLEMENT IS FINALISED**  
**\*ANY OUTSTANDING ACCOUNTS MUST BE FINALISED AT SETTLEMENT \***

**UNIT OWNER UPDATE**

(to be filled in only for new owners)

**Community Corporation 22863 Inc**  
**Air Apartments, 129/220 Greenhill Road, EASTWOOD SA 5063**

**SETTLEMENT DATE:** \_\_\_\_/\_\_\_\_/\_\_\_\_

(Name : As shown on Title) **(Mr/ Mrs/ Miss/ Ms)** \_\_\_\_\_

Place of Birth: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

(Name : As shown on Title) **(Mr/ Mrs/ Miss/ Ms)** \_\_\_\_\_

Place of Birth: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

*(Company Titles Only)*

Unit Owner/s residential address: \_\_\_\_\_

Unit Owner/s preferred postal address: \_\_\_\_\_

Contact Details: Phone: \_\_\_\_\_ Work: \_\_\_\_\_

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

**Will this unit be tenanted? YES / NO** \*(please circle) \* If "Yes" – Please complete the details below.

**Property Manager / Agent:** \_\_\_\_\_

*(If Applicable)*

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Accounts to be sent to: **Owner / Agent** \*(please circle)

**Tenant/s Names:** (Mr/ Mrs/ Miss/ Ms) \_\_\_\_\_

Tenant/s Numbers: Mobile: \_\_\_\_\_ Home: \_\_\_\_\_

**Conveyancer acting on behalf of vendor:** \_\_\_\_\_

**Conveyancer acting on behalf of purchaser:** \_\_\_\_\_

**Thank you for your assistance in keeping our records up to date.**



1 April 2026

Strata Title Management  
Community Title Management  
Residential Property Management  
ACN: 069 419 251 | ABN: 72 791 473 932

**Commercial & Legal**  
**278 Flinders Street**  
**ADELAIDE SA 5000**

**TAX INVOICE / RECEIPT**

---

**Brief: Section 139 for Unit Air Apartments, 129/220 Greenhill Road, EASTWOOD SA 5063**

**Community Corporation 22863 Inc**

**ABN: 95 075 907 922**

**Fee: \$66.00 (Inclusive GST of \$6.00)**

---

**PAID IN FULL, WITH THANKS**

Renzo Malig  
Body Corporate Assistant  
HORNER MANAGEMENT PTY LTD



**Horner Management**  
232 South Road  
Mile End SA 5031

## Income & Expenditure Statement for the financial year-to-date 01/08/2025 to 01/04/2026

Ph: 8234 5777  
office@hornermanagement.com.au

Community Corporation 22863 Inc

Air Apartments, 220 Greenhill Road, EASTWOOD SA  
5063

### Administrative Fund

Current period

01/08/2025-01/04/2026

#### Revenue

|                             |              |
|-----------------------------|--------------|
| Admin--SAFA Loan Repayment  | 104,738.22   |
| Interest on Arrears--Admin  | 259.79       |
| Levies Due--Admin           | 1,027,300.54 |
| Miscellaneous Income--Admin | 8,623.00     |
| Recovery--Owner             | 454.55       |
| Recycling Income            | 1,030.73     |
| Vending Machine Commission  | 380.20       |

|                      |              |
|----------------------|--------------|
| <i>Total revenue</i> | 1,142,787.03 |
|----------------------|--------------|

#### Less expenses

|                                                             |            |
|-------------------------------------------------------------|------------|
| Admin--Audit & Accountancy                                  | 9,336.36   |
| Admin--BAS Preparation Fee                                  | 600.00     |
| Admin--Information & Communication                          | 8,804.87   |
| Admin--Insurance Services Fee                               | 9,090.00   |
| Admin--Legal & Debt Collection Fees                         | 924.41     |
| Admin--Management Fees--Standard                            | 20,450.00  |
| Admin--Meeting Fee                                          | 255.68     |
| Admin--Office Supplies                                      | 16.39      |
| Admin--Public Officers Admin Fee                            | 131.82     |
| Admin--SAFA Loan Repayment                                  | 89,505.89  |
| Expense -- Owner                                            | (3,807.27) |
| Insurance--Premiums                                         | 85,494.38  |
| Maint Bldg--Aiconditioning--Cooling Tower<br>Audit          | 42.91      |
| Maint Bldg--Aiconditioning--Cooling Tower<br>Maintenance    | 5,743.00   |
| Maint Bldg--Airconditioning                                 | 3,105.91   |
| Maint Bldg--Auto Door Service                               | 402.50     |
| Maint Bldg--Building Manager                                | 82,375.02  |
| Maint Bldg--Building Manager--AH call out                   | 4,225.00   |
| Maint Bldg--Building Manager--Credit Card<br>Reimbursements | 3,545.82   |
| Maint Bldg--Building Manager--Office<br>Expenses            | 25.82      |

Community Corporation 22863 Inc

Air Apartments, 220 Greenhill Road, EASTWOOD SA  
5063

## Administrative Fund

Current period

01/08/2025-01/04/2026

|                                                     |                            |
|-----------------------------------------------------|----------------------------|
| Maint Bldg--Building Manager--Telephone Expenses    | 729.00                     |
| Maint Bldg--Cleaning                                | 77,503.82                  |
| Maint Bldg--Common Property Maintenance             | 229.11                     |
| Maint Bldg--Communication Systems & Data Management | 4,254.50                   |
| Maint Bldg--Decoration & Indoor Plant Hire          | 905.20                     |
| Maint Bldg--Electrical                              | 525.66                     |
| Maint Bldg--Electrical--Generator                   | 3,010.02                   |
| Maint Bldg--Fire Protection                         | 11,563.37                  |
| Maint Bldg--Fire Protection--Contract               | 1,153.00                   |
| Maint Bldg--General Repairs                         | 3,615.00                   |
| Maint Bldg--Hire/Leasing of Equipment               | 1,178.90                   |
| Maint Bldg--Lift                                    | 425.00                     |
| Maint Bldg--Lift--Maintenance Contract              | 13,987.29                  |
| Maint Bldg--Locks, Keys & Card Keys                 | 45.00                      |
| Maint Bldg--OH&S Compliance                         | 1,330.77                   |
| Maint Bldg--Pest/Vermin Control                     | 1,303.90                   |
| Maint Bldg--Plumbing & Drainage                     | 559.09                     |
| Maint Bldg--Pumps                                   | 1,680.00                   |
| Maint Bldg--Rubbish Removal                         | 19,267.30                  |
| Maint Bldg--Security                                | 3,401.00                   |
| Maint Bldg--Security Gates                          | 165.00                     |
| Maint Bldg--Security Services                       | 639.60                     |
| Maint Bldg--TV Antenna & Cables--Antennae Repairs   | 1,385.30                   |
| Maint Grounds--Driveway & Paths                     | 870.00                     |
| Maint Grounds--Grounds Maintenance                  | 118.78                     |
| Maint Grounds--Pool/Spa/Sauna                       | 27,532.23                  |
| Rental Payment - Carpark                            | 1,600.00                   |
| Swimming Pool--Chemicals                            | 5,231.17                   |
| Taxation & Government--PAYG Instalment              | 20,440.00                  |
| Trades Compliance--Annual Fee                       | 90.91                      |
| Utility--Electricity                                | 152,375.80                 |
| Utility--Gas                                        | 99,669.91                  |
| Utility--Water Usage Charges                        | 23,154.58                  |
| <i>Total expenses</i>                               | <u>800,208.72</u>          |
| Surplus/Deficit                                     | <u>342,578.31</u>          |
| Opening balance                                     | 129,840.27                 |
| Closing balance                                     | <u><u>\$472,418.58</u></u> |

Community Corporation 22863 Inc

Air Apartments, 220 Greenhill Road, EASTWOOD SA  
5063

## Sinking Fund

Current period

01/08/2025-01/04/2026

## Revenue

|                                  |            |
|----------------------------------|------------|
| Interest on Arrears--Sinking     | 163.30     |
| Interest on Investments--Sinking | 56,832.51  |
| Levies Due (Special)--Sinking    | 437,718.74 |
| Levies Due--Sinking              | 483,242.95 |

|                      |                   |
|----------------------|-------------------|
| <i>Total revenue</i> | <u>977,957.50</u> |
|----------------------|-------------------|

## Less expenses

|                                                          |              |
|----------------------------------------------------------|--------------|
| Maint Bldg--Airconditioning                              | 2,098.27     |
| Maint Bldg--Airconditioning-Cooling Tower<br>Maintenance | 2,920.00     |
| Maint Bldg--Building Improvement                         | 2,925.70     |
| Maint Bldg--Common Property Maintenance                  | 50.09        |
| Maint Bldg--Electrical                                   | 877.00       |
| Maint Bldg--Fire Protection                              | 3,086.36     |
| Maint Bldg--Fire Protection--Lighting                    | 640.00       |
| Maint Bldg--Fire Protection--Upgrade                     | 980.00       |
| Maint Bldg--Function Room                                | 5,000.00     |
| Maint Bldg--General Building Repairs                     | 39,726.00    |
| Maint Bldg--Lift--Refurbishment/Upgrading                | 6,856.00     |
| Maint Bldg--OH&S Compliance                              | 16,955.13    |
| Maint Bldg--Plumbing & Drainage                          | 643.94       |
| Maint Bldg--Reports--Building                            | 1,500.00     |
| Maint Bldg--Security                                     | 789.50       |
| Maint Bldg--Signs & Notice Boards                        | 467.00       |
| Maint Grounds--Pool/Spa Pumps                            | 1,210.75     |
| Maint Grounds--Pool/Spa/Sauna                            | 3,485.47     |
| Miscellaneous--Other                                     | 448.18       |
| Sinking--SAFA Loan Repayment - Sinking                   | 172,385.68   |
| Special Projects--Cladding                               | 1,982,041.00 |
| Special Projects--Cladding - Other Costs                 | 54,000.00    |
| Special Projects--Cladding Legal                         | 5,714.00     |

|                       |                     |
|-----------------------|---------------------|
| <i>Total expenses</i> | <u>2,304,800.07</u> |
|-----------------------|---------------------|

|                 |                       |
|-----------------|-----------------------|
| Surplus/Deficit | <u>(1,326,842.57)</u> |
|-----------------|-----------------------|

|                 |              |
|-----------------|--------------|
| Opening balance | 2,603,893.49 |
|-----------------|--------------|

|                 |                              |
|-----------------|------------------------------|
| Closing balance | <u><u>\$1,277,050.92</u></u> |
|-----------------|------------------------------|



Horner Management  
232 South Road  
Mile End SA 5031

## Income & Expenditure Statement for the financial year to 31/07/2025

Ph: 8234 5777  
office@hornermanagement.com.au

Community Corporation 22863 Inc

Air Apartments, 220 Greenhill Road, EASTWOOD SA  
5063

### Administrative Fund

Current period

01/08/2024-31/07/2025

#### Revenue

|                             |              |
|-----------------------------|--------------|
| Admin--SAFA Loan Repayment  | 227,081.59   |
| Interest on Arrears--Admin  | 2,121.40     |
| Levies Due--Admin           | 1,345,000.00 |
| Miscellaneous Income--Admin | 22,804.96    |
| Rental Income               | 7,050.91     |
| Vending Machine Commission  | 580.38       |

|                      |              |
|----------------------|--------------|
| <i>Total revenue</i> | 1,604,639.24 |
|----------------------|--------------|

#### Less expenses

|                                                          |            |
|----------------------------------------------------------|------------|
| Admin--Additional Management Fees                        | 1,680.00   |
| Admin--Audit & Accountancy                               | 5,000.00   |
| Admin--BAS Preparation Fee                               | 900.00     |
| Admin--Consultants                                       | 4,500.00   |
| Admin--Information & Communication                       | 7,731.91   |
| Admin--Legal & Debt Collection Fees                      | 21,715.50  |
| Admin--Management Fees--Standard                         | 24,000.00  |
| Admin--Meeting Fee                                       | 704.55     |
| Admin--Meeting Fee--Strata Vote                          | 90.00      |
| Admin--Office Supplies                                   | 267.73     |
| Admin--Overdue Account Fee                               | (10.00)    |
| Admin--Public Officers Admin Fee                         | 131.82     |
| Admin--SAFA Loan Repayment                               | 242,303.81 |
| Admin--Stationery & Printing                             | 80.10      |
| Expense -- Owner                                         | 9,485.81   |
| Insurance Claim - Water Damage                           | (748.24)   |
| Insurance--Premiums                                      | 119,616.00 |
| Lawyer Consulting Fees                                   | 4,495.00   |
| Maint Bldg--Aiconditioning--Cooling Tower<br>Audit       | 521.05     |
| Maint Bldg--Aiconditioning--Cooling Tower<br>Maintenance | 6,596.00   |
| Maint Bldg--Airconditioning                              | 17,564.52  |
| Maint Bldg--Building Manager                             | 135,671.66 |
| Maint Bldg--Building Manager--AH call out                | 10,235.00  |

Community Corporation 22863 Inc

Air Apartments, 220 Greenhill Road, EASTWOOD SA  
5063

## Administrative Fund

Current period

01/08/2024-31/07/2025

|                                                     |            |
|-----------------------------------------------------|------------|
| Maint Bldg--Building Manager--Disbursements         | 5,039.95   |
| Maint Bldg--Building Manager--Office Expenses       | (4.66)     |
| Maint Bldg--Building Manager--Telephone Expenses    | 864.00     |
| Maint Bldg--Cleaning                                | 135,714.72 |
| Maint Bldg--Cleaning--Materials & Supplies          | 654.48     |
| Maint Bldg--Cleaning--Windows/Glass                 | 313.64     |
| Maint Bldg--Common Property Maintenance             | 935.76     |
| Maint Bldg--Communication Systems & Data Management | 6,129.45   |
| Maint Bldg--Decoration & Indoor Plant Hire          | 3,265.92   |
| Maint Bldg--Doors--Security Doors                   | 237.50     |
| Maint Bldg--Electrical                              | 3,476.50   |
| Maint Bldg--Electrical--Common Lighting             | 639.00     |
| Maint Bldg--Electrical--Generator                   | 3,134.00   |
| Maint Bldg--Fire Protection                         | 20,816.69  |
| Maint Bldg--Fire Protection--Diesel Fuel Pumps      | 2,040.00   |
| Maint Bldg--Foxtel/Audio Visual                     | 332.50     |
| Maint Bldg--General Repairs                         | 3,833.22   |
| Maint Bldg--Gym Equipment--Maintenance              | 758.80     |
| Maint Bldg--Hire/Leasing of Equipment               | 2,500.00   |
| Maint Bldg--Hot Water Service                       | 5,277.35   |
| Maint Bldg--Intercom                                | 166.25     |
| Maint Bldg--Lift                                    | 3,690.00   |
| Maint Bldg--Lift--Maintenance Contract              | 18,711.73  |
| Maint Bldg--Lift--Telephone                         | 280.00     |
| Maint Bldg--Locks, Keys & Card Keys                 | 1,789.00   |
| Maint Bldg--OH&S Compliance                         | 1,474.00   |
| Maint Bldg--Pest/Vermin Control                     | 2,629.19   |
| Maint Bldg--Plumbing & Drainage                     | 2,176.01   |
| Maint Bldg--Pumps                                   | 1,680.00   |
| Maint Bldg--Rubbish Removal                         | 28,654.68  |
| Maint Bldg--Security                                | 752.50     |
| Maint Bldg--Security Gates                          | 150.00     |
| Maint Bldg--Security Services                       | 1,255.80   |
| Maint Grounds--Grounds Maintenance                  | 87.20      |
| Maint Grounds--Pool/Spa/Sauna                       | 43,657.05  |
| Rental Payment - Carpark                            | 1,400.00   |
| Special Projects--Apt 39                            | 2,144.42   |
| Swimming Pool--Chemicals                            | 8,077.19   |
| Taxation & Government--PAYG Instalment              | 17,503.50  |
| Trades Compliance--Annual Fee                       | 82.00      |
| Utility--Electricity                                | 225,265.75 |

---

**Community Corporation 22863 Inc****Air Apartments, 220 Greenhill Road, EASTWOOD SA  
5063**

---

**Administrative Fund**

Current period

01/08/2024-31/07/2025

Utility--Gas 199,173.93

Utility--Water Usage Charges 50,292.72

*Total expenses* 1,419,583.96Surplus/Deficit 185,055.28

Opening balance (55,215.01)

Closing balance \$129,840.27

Community Corporation 22863 Inc

Air Apartments, 220 Greenhill Road, EASTWOOD SA  
5063

## Sinking Fund

Current period

01/08/2024-31/07/2025

## Revenue

|                                  |              |
|----------------------------------|--------------|
| Interest on Arrears--Sinking     | 7,783.85     |
| Interest on Investments--Sinking | 26,425.70    |
| Levies Due (Special)--Sinking    | 6,998,931.10 |
| Levies Due--Sinking              | 635,010.76   |

|                      |                     |
|----------------------|---------------------|
| <i>Total revenue</i> | <u>7,668,151.41</u> |
|----------------------|---------------------|

## Less expenses

|                                                          |              |
|----------------------------------------------------------|--------------|
| Maint Bldg--Airconditioning                              | 44,715.27    |
| Maint Bldg--Airconditioning-Cooling Tower<br>Maintenance | 500.00       |
| Maint Bldg--Building Improvement                         | 350.00       |
| Maint Bldg--Building Manager--Computer<br>Expenses       | 142.73       |
| Maint Bldg--Common Property Maintenance                  | 516.40       |
| Maint Bldg--Electrical                                   | 2,925.26     |
| Maint Bldg--Fire Protection                              | 2,790.00     |
| Maint Bldg--Fire Protection--Diesel Fuel Pumps           | 1,254.55     |
| Maint Bldg--Fire Protection--Upgrade                     | 77,350.00    |
| Maint Bldg--Function Room                                | 1,896.37     |
| Maint Bldg--General Building Repairs                     | 56,828.00    |
| Maint Bldg--Hot Water Servie                             | 2,087.50     |
| Maint Bldg--Lift--Refurbishment/Upgrading                | 115,000.00   |
| Maint Bldg--OH&S Compliance                              | 1,859.19     |
| Maint Bldg--Painting                                     | 2,600.00     |
| Maint Bldg--Plumbing & Drainage                          | 4,374.86     |
| Maint Bldg--Security                                     | 3,019.21     |
| Maint Bldg--Signs & Notice Boards                        | 827.91       |
| Maint Bldg--TV Antenna &<br>Cables--Replacement          | 2,201.05     |
| Maint Bldg--Workplace Health & Safety                    | 3,172.00     |
| Maint Grounds--Pool/Spa/Sauna                            | 15,029.08    |
| Miscellaneous--Other                                     | 951.82       |
| Sinking--SAFA Loan Repayment - Sinking                   | 130,024.29   |
| Special Projects--Cladding                               | 8,940,150.96 |
| Special Projects--Cladding - Other Costs                 | 140,054.60   |
| Special Projects--Cladding Legal                         | 180,470.20   |
| Special Projects--Legal                                  | 24,548.50    |

|                       |                     |
|-----------------------|---------------------|
| <i>Total expenses</i> | <u>9,755,639.75</u> |
|-----------------------|---------------------|

|                 |                       |
|-----------------|-----------------------|
| Surplus/Deficit | <u>(2,087,488.34)</u> |
|-----------------|-----------------------|

|                 |              |
|-----------------|--------------|
| Opening balance | 4,691,381.83 |
|-----------------|--------------|

---

Community Corporation 22863 Inc

Air Apartments, 220 Greenhill Road, EASTWOOD SA  
5063

---

Sinking Fund

Current period

01/08/2024-31/07/2025

Closing balance

\$2,603,893.49



**Horner Management**  
232 South Road  
Mile End SA 5031

## Balance Sheet

### As at 01/04/2026

Ph: 8234 5777  
office@hornermanagement.com.au

Community Corporation 22863 Inc

Air Apartments, 220 Greenhill Road, EASTWOOD SA  
5063

|                                       | Current period        |
|---------------------------------------|-----------------------|
| <b>Owners' funds</b>                  |                       |
| <b>Administrative Fund</b>            |                       |
| Operating Surplus/Deficit--Admin      | 342,578.31            |
| Owners Equity--Admin                  | 129,840.27            |
|                                       | <u>472,418.58</u>     |
| <b>Sinking Fund</b>                   |                       |
| Operating Surplus/Deficit--Sinking    | (1,326,842.57)        |
| Owners Equity--Sinking                | 2,603,893.49          |
|                                       | <u>1,277,050.92</u>   |
| <b>Net owners' funds</b>              | <u>\$1,749,469.50</u> |
| <b>Represented by:</b>                |                       |
| <b>Assets</b>                         |                       |
| <b>Administrative Fund</b>            |                       |
| Cash at Bank--Admin                   | 576,659.93            |
| Receivable--Levies--Admin             | 57,179.62             |
| Receivable--Owners--Admin             | (124,988.14)          |
|                                       | <u>508,851.41</u>     |
| <b>Sinking Fund</b>                   |                       |
| Cash at Bank--Sinking                 | 373,088.61            |
| Investments--Sinking                  | 27,057.91             |
| Receivable--Levies--Sinking           | 26,981.75             |
| Receivable--Levies (Special)--Sinking | 19,937.71             |
| Receivable--Owners--Sinking           | 130,024.29            |
| Investments--Term Deposit 1--Sinking  | 179.03                |
| Investments--Term Deposit 2--Sinking  | 179.03                |
| Investments--Term Deposit 3--Sinking  | 179.03                |
| Investments--Term Deposit 4--Sinking  | 500,000.00            |
| Investments--Term Deposit 8--Sinking  | 250,000.00            |
| Sinking--AIR SAFA Loan to owners      | 4,365,486.54          |
|                                       | <u>5,693,113.90</u>   |
| <b>Unallocated Money</b>              |                       |
| Cash at Bank--Unallocated             | 9,889.42              |
|                                       | <u>9,889.42</u>       |
| <b>Total assets</b>                   | <u>6,211,854.73</u>   |
| <b>Less liabilities</b>               |                       |
| <b>Administrative Fund</b>            |                       |
| Creditor--GST--Admin                  | 3,819.73              |

## Community Corporation 22863 Inc

Air Apartments, 220 Greenhill Road, EASTWOOD SA  
5063

|                             | Current period        |
|-----------------------------|-----------------------|
| Creditors--Other--Admin     | 8,374.51              |
| Prepaid Levies--Admin       | 24,238.59             |
|                             | <u>36,432.83</u>      |
| Sinking Fund                |                       |
| Creditor--GST--Sinking      | (31,715.57)           |
| Creditors--Other--Sinking   | (9,151.49)            |
| Prepaid Levies--Sinking     | 11,443.50             |
| AIR Loan--SAFA Loan         | 4,445,486.54          |
|                             | <u>4,416,062.98</u>   |
| Unallocated Money           |                       |
| Prepaid Levies--Unallocated | 9,889.42              |
|                             | <u>9,889.42</u>       |
| <i>Total liabilities</i>    | <u>4,462,385.23</u>   |
| Net assets                  | <u>\$1,749,469.50</u> |



**Horner Management**  
232 South Road  
Mile End SA 5031

## Balance Sheet

### As at 31/07/2025

Ph: 8234 5777  
office@hornermanagement.com.au

Community Corporation 22863 Inc

Air Apartments, 220 Greenhill Road, EASTWOOD SA  
5063

|                                      | Current period |
|--------------------------------------|----------------|
| <b>Owners' funds</b>                 |                |
| <b>Administrative Fund</b>           |                |
| Operating Surplus/Deficit--Admin     | 185,055.28     |
| Owners Equity--Admin                 | (55,215.01)    |
|                                      | 129,840.27     |
| <b>Sinking Fund</b>                  |                |
| Operating Surplus/Deficit--Sinking   | (2,087,488.34) |
| Owners Equity--Sinking               | 4,598,996.15   |
|                                      | 2,511,507.81   |
| <b>Net owners' funds</b>             | \$2,641,348.08 |
| <b>Represented by:</b>               |                |
| <b>Assets</b>                        |                |
| <b>Administrative Fund</b>           |                |
| Cash at Bank--Admin                  | 408,053.01     |
| Receivable--Levies--Admin            | 17,634.45      |
| Receivable--Owners--Admin            | (125,424.56)   |
|                                      | 300,262.90     |
| <b>Sinking Fund</b>                  |                |
| Cash at Bank--Sinking                | (15,989.18)    |
| Investments--Sinking                 | 52,150.02      |
| Receivable--Levies--Sinking          | 8,323.28       |
| Receivable--Owners--Sinking          | 130,024.29     |
| Investments--Term Deposit 1--Sinking | 176.30         |
| Investments--Term Deposit 2--Sinking | 176.30         |
| Investments--Term Deposit 3--Sinking | 176.30         |
| Investments--Term Deposit 4--Sinking | 500,000.00     |
| Investments--Term Deposit 5--Sinking | 500,000.00     |
| Investments--Term Deposit 6--Sinking | 750,000.00     |
| Investments--Term Deposit 7--Sinking | 750,000.00     |
| Investments--Term Deposit 8--Sinking | 250,000.00     |
| Sinking--AIR SAFA Loan to owners     | 4,537,872.22   |
|                                      | 7,462,909.53   |
| <b>Unallocated Money</b>             |                |
| Cash at Bank--Unallocated            | 29,919.90      |
|                                      | 29,919.90      |
| <b>Total assets</b>                  | 7,793,092.33   |
| <b>Less liabilities</b>              |                |

## Community Corporation 22863 Inc

Air Apartments, 220 Greenhill Road, EASTWOOD SA  
5063

|                             | Current period               |
|-----------------------------|------------------------------|
| Administrative Fund         |                              |
| Accrued Expenses--Admin     | 15,919.20                    |
| Creditor--GST--Admin        | 777.99                       |
| Creditors--Other--Admin     | 148,538.92                   |
| Prepaid Levies--Admin       | 5,186.52                     |
|                             | <u>170,422.63</u>            |
| Sinking Fund                |                              |
| Creditor--GST--Sinking      | (256,776.93)                 |
| Creditors--Other--Sinking   | 582,799.76                   |
| Prepaid Levies--Sinking     | 2,421.67                     |
| Accrued Expenses--Sinking   | 85,085.00                    |
| AIR Loan--SAFA Loan         | 4,537,872.22                 |
|                             | <u>4,951,401.72</u>          |
| Unallocated Money           |                              |
| Prepaid Levies--Unallocated | 29,919.90                    |
|                             | <u>29,919.90</u>             |
| <i>Total liabilities</i>    | <u>5,151,744.25</u>          |
| Net assets                  | <u><u>\$2,641,348.08</u></u> |



Horner Management  
232 South Road  
Mile End SA 5031

## Approved Budget to apply from 01/08/2025

Ph: 8234 5777  
office@hornermanagement.com.au

Community Corporation 22863 Inc

Air Apartments, 220 Greenhill Road, EASTWOOD SA  
5063

### Administrative Fund

Approved  
budget

Revenue

|                             |              |
|-----------------------------|--------------|
| Levies Due--Admin           | 1,374,590.00 |
| Miscellaneous Income--Admin | 9,000.00     |
| Rental Income               | 7,400.00     |
| Vending Machine Commission  | 600.00       |
| <i>Total revenue</i>        | 1,391,590.00 |

Less expenses

|                                                           |            |
|-----------------------------------------------------------|------------|
| Admin--Additional Management Fees                         | 2,000.00   |
| Admin--Audit & Accountancy                                | 7,000.00   |
| Admin--BAS Preparation Fee                                | 1,200.00   |
| Admin--Consultants                                        | 4,000.00   |
| Admin--Information & Communication                        | 9,000.00   |
| Admin--Legal & Debt Collection Fees                       | 15,000.00  |
| Admin--Management Fees--Standard                          | 30,000.00  |
| Admin--Meeting Fee                                        | 3,000.00   |
| Admin--Meeting Fee--Strata Vote                           | 90.00      |
| Admin--Office Supplies                                    | 300.00     |
| Admin--Public Officers Admin Fee                          | 150.00     |
| Admin--Stationery & Printing                              | 200.00     |
| Admin--Subscriptions                                      | 500.00     |
| Insurance--Premiums                                       | 130,000.00 |
| Lawyer Consulting Fees                                    | 5,000.00   |
| Maint Bldg--Airconditioning--Cooling Tower Audit          | 600.00     |
| Maint Bldg--Airconditioning--Cooling Tower<br>Maintenance | 10,000.00  |
| Maint Bldg--Airconditioning                               | 18,000.00  |
| Maint Bldg--Auto Door Service                             | 750.00     |
| Maint Bldg--Building Manager                              | 148,000.00 |
| Maint Bldg--Building Manager--AH call out                 | 10,000.00  |
| Maint Bldg--Building Manager--Computer<br>Expenses        | 300.00     |
| Maint Bldg--Building Manager--Office Expenses             | 250.00     |
| Maint Bldg--Building Manager--Telephone<br>Expenses       | 880.00     |
| Maint Bldg--Cleaning                                      | 158,000.00 |
| Maint Bldg--Cleaning--Materials & Supplies                | 750.00     |

Community Corporation 22863 Inc

Air Apartments, 220 Greenhill Road, EASTWOOD SA  
5063

## Administrative Fund

|                                                        | Approved<br>budget |
|--------------------------------------------------------|--------------------|
| Maint Bldg--Cleaning--Windows/Glass                    | 16,000.00          |
| Maint Bldg--Common Property Maintenance                | 800.00             |
| Maint Bldg--Communication Systems & Data<br>Management | 12,000.00          |
| Maint Bldg--Contingency                                | 50,000.00          |
| Maint Bldg--Decoration & Indoor Plant Hire             | 3,500.00           |
| Maint Bldg--Doors--Security Doors                      | 500.00             |
| Maint Bldg--Electrical                                 | 5,000.00           |
| Maint Bldg--Electrical - Globes, Lamps & Tubes         | 800.00             |
| Maint Bldg--Electrical--Common Lighting                | 2,000.00           |
| Maint Bldg--Electrical--Generator                      | 15,000.00          |
| Maint Bldg--Fire Protection                            | 20,000.00          |
| Maint Bldg--Fire Protection--Diesel Fuel Pumps         | 2,500.00           |
| Maint Bldg--Fire Protection--Exit Doors                | 2,000.00           |
| Maint Bldg--Fire Protection--Upgrade                   | 500.00             |
| Maint Bldg--Foxtel/Audio Visual                        | 1,000.00           |
| Maint Bldg--General Repairs                            | 15,000.00          |
| Maint Bldg--Glass                                      | 700.00             |
| Maint Bldg--Gym Equipment--Maintenance                 | 3,000.00           |
| Maint Bldg--Hire/Leasing of Equipment                  | 2,000.00           |
| Maint Bldg--Hot Water Service                          | 850.00             |
| Maint Bldg--Intercom                                   | 1,000.00           |
| Maint Bldg--Lift                                       | 4,000.00           |
| Maint Bldg--Lift--Maintenance Contract                 | 21,000.00          |
| Maint Bldg--Lift--Telephone                            | 1,700.00           |
| Maint Bldg--Locks, Keys & Card Keys                    | 1,500.00           |
| Maint Bldg--Mechanical                                 | 4,000.00           |
| Maint Bldg--OH&S Compliance                            | 1,800.00           |
| Maint Bldg--Painting                                   | 1,000.00           |
| Maint Bldg--Pest/Vermin Control                        | 3,000.00           |
| Maint Bldg--Plumbing & Drainage                        | 3,000.00           |
| Maint Bldg--Pumps                                      | 2,000.00           |
| Maint Bldg--Rubbish Removal                            | 35,000.00          |
| Maint Bldg--Security                                   | 3,000.00           |
| Maint Bldg--Security Gates                             | 600.00             |
| Maint Bldg--Security Services                          | 1,200.00           |
| Maint Bldg--Signs & Notice Boards                      | 1,000.00           |
| Maint Bldg--TV Antenna & Cables--Antennae<br>Repairs   | 1,500.00           |
| Maint Grounds--Grounds Maintenance                     | 500.00             |
| Maint Grounds--Landscaping                             | 1,000.00           |
| Maint Grounds--Pool/Spa/Sauna                          | 38,000.00          |
| Rental Payment - Carpark                               | 2,400.00           |
| Swimming Pool--Chemicals                               | 11,000.00          |

Community Corporation 22863 Inc

Air Apartments, 220 Greenhill Road, EASTWOOD SA  
5063**Administrative Fund**Approved  
budget

|                                           |            |
|-------------------------------------------|------------|
| Taxation & Government--Income Tax Payment | 20,000.00  |
| Trades Compliance--Annual Fee             | 100.00     |
| Utility--Electricity                      | 220,000.00 |
| Utility--Gas                              | 220,000.00 |
| Utility--Telephone Service Charges        | 500.00     |
| Utility--Water Usage Charges              | 50,000.00  |

|                       |                     |
|-----------------------|---------------------|
| <i>Total expenses</i> | <u>1,357,920.00</u> |
|-----------------------|---------------------|

|                 |                  |
|-----------------|------------------|
| Surplus/Deficit | <u>33,670.00</u> |
|-----------------|------------------|

|                 |            |
|-----------------|------------|
| Opening balance | 129,840.27 |
|-----------------|------------|

|                 |                            |
|-----------------|----------------------------|
| Closing balance | <u><u>\$163,510.27</u></u> |
|-----------------|----------------------------|

|                            |       |
|----------------------------|-------|
| Total units of entitlement | 10000 |
|----------------------------|-------|

|                                        |          |
|----------------------------------------|----------|
| Levy contribution per unit entitlement | \$151.20 |
|----------------------------------------|----------|

|                                |              |
|--------------------------------|--------------|
| Budgeted standard levy revenue | 1,374,590.00 |
|--------------------------------|--------------|

|         |            |
|---------|------------|
| Add GST | 137,459.00 |
|---------|------------|

|                                         |                       |
|-----------------------------------------|-----------------------|
| Amount to raise in levies including GST | <u>\$1,512,049.00</u> |
|-----------------------------------------|-----------------------|

Community Corporation 22863 Inc

Air Apartments, 220 Greenhill Road, EASTWOOD SA  
5063

## Sinking Fund

Approved  
budget

## Revenue

|                                  |                   |
|----------------------------------|-------------------|
| Interest on Investments--Sinking | 30,000.00         |
| Levies Due--Sinking              | 648,970.00        |
| <i>Total revenue</i>             | <u>678,970.00</u> |

## Less expenses

|                                                          |                   |
|----------------------------------------------------------|-------------------|
| Admin--Sinking Fund Assessment                           | 5,000.00          |
| Maint Bldg--Airconditioning                              | 50,000.00         |
| Maint Bldg--Airconditioning-Cooling Tower<br>Maintenance | 10,000.00         |
| Maint Bldg--Building Improvement                         | 40,000.00         |
| Maint Bldg--Cleaning                                     | 12,500.00         |
| Maint Bldg--Common Property Lighting                     | 12,500.00         |
| Maint Bldg--Common Property Maintenance                  | 10,000.00         |
| Maint Bldg--Contingency                                  | 40,000.00         |
| Maint Bldg--Electrical                                   | 50,000.00         |
| Maint Bldg--Fire Protection                              | 10,000.00         |
| Maint Bldg--Fire Protection--Diesel Fuel Pumps           | 5,000.00          |
| Maint Bldg--Fire Protection--Lighting                    | 7,500.00          |
| Maint Bldg--Fire Protection--Upgrade                     | 5,000.00          |
| Maint Bldg--Function Room                                | 3,000.00          |
| Maint Bldg--General Building Repairs                     | 205,000.00        |
| Maint Bldg--Hot Water Servie                             | 10,000.00         |
| Maint Bldg--Lift--Refurbishment/Upgrading                | 12,000.00         |
| Maint Bldg--OH&S Compliance                              | 2,500.00          |
| Maint Bldg--Painting                                     | 10,000.00         |
| Maint Bldg--Plumbing & Drainage                          | 35,000.00         |
| Maint Bldg--Pumps                                        | 25,000.00         |
| Maint Bldg--Security                                     | 5,000.00          |
| Maint Bldg--Signs & Notice Boards                        | 500.00            |
| Maint Bldg--TV Antenna & Cables--Replacement             | 15,000.00         |
| Maint Bldg--Windows                                      | 2,000.00          |
| Maint Bldg--Workplace Health & Safety                    | 3,500.00          |
| Maint Grounds--Landscaping                               | 20,000.00         |
| Maint Grounds--Pool/Spa Pumps                            | 7,500.00          |
| Maint Grounds--Pool/Spa/Sauna                            | 25,000.00         |
| Miscellaneous--Other                                     | 450.00            |
| Special Projects--Cladding - Other Costs                 | 55,000.00         |
| Special Projects--Cladding Legal                         | 5,000.00          |
| Special Projects--Legal                                  | 5,000.00          |
| <i>Total expenses</i>                                    | <u>703,950.00</u> |

Surplus/Deficit

(24,980.00)

---

**Community Corporation 22863 Inc****Air Apartments, 220 Greenhill Road, EASTWOOD SA  
5063**

---

**Sinking Fund**Approved  
budget

|                 |                       |
|-----------------|-----------------------|
| Opening balance | 2,603,893.49          |
| Closing balance | <u>\$2,578,913.49</u> |

|                                        |         |
|----------------------------------------|---------|
| Total units of entitlement             | 10000   |
| Levy contribution per unit entitlement | \$71.39 |

|                                         |                     |
|-----------------------------------------|---------------------|
| Budgeted standard levy revenue          | 648,970.00          |
| Add GST                                 | 64,897.00           |
| Amount to raise in levies including GST | <u>\$713,867.00</u> |

**Air Apartments 22863**  
**220 Greenhill Road, EASTWOOD**  
 Minutes of the Annual General Meeting at  
 Air Apartments, 220 Greenhill Road, Eastwood SA  
 On 22 October 2025 at 6:00 PM

**PROCEEDINGS**

|                                        |                                                          |         |
|----------------------------------------|----------------------------------------------------------|---------|
| <b>Lots Represented<br/>in Person:</b> | Gemma Booth and Neville Flood                            | Lot 5   |
|                                        | Max Hilbig                                               | Lot 6   |
|                                        | Joseph Hoogland                                          | Lot 16  |
|                                        | Chantal Didenko                                          | Lot 26  |
|                                        | Peter & Pauline Howell                                   | Lot 31  |
|                                        | Kenneth & Elisabeth Milne                                | Lot 36  |
|                                        | Lee Elliott                                              | Lot 38  |
|                                        | Dr V Hughes                                              | Lot 40  |
|                                        | Penelope Moore                                           | Lot 44  |
|                                        | Elizabeth Sims                                           | Lot 45  |
|                                        | Geoffrey & Leona Smith                                   | Lot 56  |
|                                        | Arthur & Janice Dadernig                                 | Lot 58  |
|                                        | R Gray                                                   | Lot 77  |
|                                        | James & Susan Johnson                                    | Lot 79  |
|                                        | Marilyn Richards                                         | Lot 90  |
|                                        | Helen Gilbert                                            | Lot 94  |
|                                        | Jennifer Coulls                                          | Lot 102 |
|                                        | Helen Kite                                               | Lot 107 |
|                                        | J Ambrose                                                | Lot 129 |
|                                        | Sandy Adey                                               | Lot 130 |
|                                        | Kevin & Anne Bowen                                       | Lot 133 |
| <b>By Proxy:</b>                       | Christopher Platt proxy to Horner Management             | Lot 1   |
|                                        | Patricia Lee proxy to Horner Management                  | Lot 3   |
|                                        | Ai Lim proxy to Horner Management                        | Lot 7   |
|                                        | Patricia Paddick proxy to Horner Management              | Lot 11  |
|                                        | Michael Beerworth proxy to Horner Management             | Lot 12  |
|                                        | Phillip Constable proxy to Horner Management             | Lot 14  |
|                                        | Malcolm Peace proxy to Horner Management                 | Lot 17  |
|                                        | Gayle & Keith Brooks proxy to Horner Management          | Lot 18  |
|                                        | Lemigold Pty Ltd proxy to Horner Management              | Lot 22  |
|                                        | Ronald Maurer proxy to Horner Management                 | Lot 23  |
|                                        | Anne Williams proxy to Horner Management                 | Lot 24  |
|                                        | Geoffrey Quinn proxy to Horner Management                | Lot 28  |
|                                        | Angus Simpson proxy to Horner Management                 | Lot 30  |
|                                        | David & Norma Estcourt Hughes proxy to Horner Management | Lot 48  |
|                                        | Susan McCormick proxy to Horner Management               | Lot 49  |

|                                                              |         |
|--------------------------------------------------------------|---------|
| Catharine Carlin proxy to Horner Management                  | Lot 52  |
| Damien Brand                                                 | Lot 53  |
| Spencer Briggs proxy to Horner Management                    | Lot 55  |
| Keri and Craig Fisher proxy to Horner Management             | Lot 59  |
| Sheri Cornish proxy to Horner Management                     | Lot 60  |
| Elizabeth Keen proxy to Horner Management                    | Lot 63  |
| Nora Carlin proxy to Horner Management                       | Lot 68  |
| Michael & Susan Rabbitt proxy to Horner Management           | Lot 72  |
| Marilyn Becker proxy to Horner Management                    | Lot 73  |
| Delwyn Cox proxy to Horner Management                        | Lot 74  |
| Arja Korhonen proxy to Horner Management                     | Lot 75  |
| Carolyn Franklin proxy to Horner Management                  | Lot 80  |
| Christopher Clarke proxy to Horner Management                | Lot 81  |
| Stan Gerovasilis proxy to Horner Management                  | Lot 84  |
| Apostolos & Belinda Logothetis proxy to Horner Management    | Lot 86  |
| Helen Bennett proxy to Horner Management                     | Lot 87  |
| John & Denise Kirk proxy to Horner Management                | Lot 88  |
| Bronwyn Arnold proxy to Horner Management                    | Lot 89  |
| Alan & Sylvia Holzapfel proxy to Horner Management           | Lot 91  |
| Rima Staugas proxy to Horner Management                      | Lot 96  |
| Kim Norris proxy to Horner Management                        | Lot 97  |
| Damien Brand proxy to Horner Management                      | Lot 100 |
| Wojciech Kwasniewski proxy to Horner Management              | Lot 104 |
| Barrie Grimmett proxy to Horner Management                   | Lot 105 |
| Roy Worthington & Adrian Saunders proxy to Horner Management | Lot 109 |
| Andrew Nicholson proxy to Damien Brand                       | Lot 111 |
| Jodie Brown proxy to Horner Management                       | Lot 112 |
| Geoff Whitbread & Carol Neil proxy to Horner Management      | Lot 116 |
| Dr Rebecca Gooden proxy to Horner Management                 | Lot 117 |
| Stephanie Eastick proxy to Horner Management                 | Lot 118 |
| Sandor Nagy proxy to Horner Management                       | Lot 120 |
| John Lawrence proxy to Horner Management                     | Lot 121 |
| Diana McLaurin proxy to Horner Management                    | Lot 122 |
| Diana McLaurin proxy to Horner Management                    | Lot 123 |
| Michael & Dianne Rogowski proxy to Horner Management         | Lot 131 |
| Michael & Susan Rabbitt proxy to Horner Management           | Lot 132 |
| Susan Dolling proxy to Horner Management                     | Lot 135 |
| Ann Barner proxy to Horner Management                        | Lot 137 |
| Trish Millar proxy to Horner Management                      | Lot 140 |
| Wayne & Vivienne Constable proxy to Horner Management        | Lot 141 |

**Guest:** Luke Scicluna representing Horner Management Pty Ltd

**Quorum:** Those present were advised that a quorum was achieved.

**APPOINTMENT OF CHAIR PERSON**

It was proposed that the Presiding Officer, Mr Damien Brand chair the meeting.

**Motion Carried.**

**CONFIRMATION OF MINUTES**

To resolve that the minutes of the previous Annual General Meeting held on 30th October 2024 be accepted as a correct record.

**Motion Carried.**

**PRESIDING OFFICER REPORT (PRESENTED AT THE MEETING)**

**Report Noted.**

**TREASURER REPORT (PRESENTED AT THE MEETING)**

**Report Noted.**

**ACCEPTANCE OF FINANCIAL STATEMENT**

The Corporation's financial statement of accounts for the period 1/8/24 to 31/7/25, showing a closing balance of \$2,641,348.08 (\$129,840.27 Administration Fund & \$2,511,507.81 Sinking Fund) be accepted as a true and correct record.

**Motion Carried.**

**PROPOSED BUDGET & CONTRIBUTIONS**

That the proposed budget be accepted with the quarterly contributions as follows - Admin Fund contributions being increased by 2.2% from \$1,345,000 per annum to \$1,374,590 and the Sinking Fund contributions being increased by 2.2% from \$635,000 per annum to \$648,970.

**Motion Carried.**

**ELECTION OF COMMITTEE**

**Election of Presiding Officer:**

Damien Brand has been elected unopposed as Presiding Officer.

**Election of Secretary:**

Michael Rabbitt has been elected unopposed as Secretary.

**Election of Treasurer:**

Patricia Lee has been elected unopposed as Treasurer.

**Elected Ordinary Committee Members:**

|                       |          |
|-----------------------|----------|
| Wayne Constable       | 54 votes |
| Susan McCormick       | 45 votes |
| Rob Rodenburg         | 43 votes |
| David Estcourt Hughes | 35 votes |

**Unelected Members:**

|                   |          |
|-------------------|----------|
| Dianne Rogowski   | 28 votes |
| Christopher Platt | 19 votes |
| Malcolm Peace     | 18 votes |

**MANAGEMENT COMMITTEE - EXPENDITURE****Approval Limits (remain unchanged from last AGM)**

1. For any work or service to be performed under contract, pursuant to the role of the Management Committee it is recommended to seek the following quotes where this is feasible:

a. Works or services up to \$3,000 can be approved by the Building Manager with quotes and/or supporting documents.

b. Works or services above \$3,000 and up to \$7,000, a minimum of one written quote and/or supporting documents.

c. Works or services above \$7,000 and up to \$27,000 a minimum of two written quotes and supporting documents.

d. Works or services above \$27,000 a minimum of two written quotes required with the amount being the total project value for the related work or service during any single financial year of the Corporation

For entering into such contracts, the Management Committee may:

e. approve any single contract with a total expenditure not exceeding \$27,000 during any single financial year of the Corporation

f. recommend to and seek approval at a General Meeting for contracts above this amount

2. For any expenses to be incurred, pursuant to the role of the Management Committee, the approving process shall be:

a. Expenses up to \$27,000 – the expenditure shall be approved at a Management Committee Meeting

b. Expenses above \$27,000 – recommend to and seek approval at a General Meeting for such expenses with the amount being the total expense for the particular work or service during any single financial year of the Corporation

**NOTE:** The above amounts are exclusive of GST

**Motion Carried.**

**BUILDING MANAGEMENT APPOINTMENT (Special Resolution)**

That the Corporation resolve to extend Horner Management as the Building Manager of Air Apartments, commencing 1 December 2025 for a term of 3 years. The annual service fee is \$148,000 + GST, with a 3.5% annual increase at each anniversary for the term of the appointment.

**Motion Carried (5 votes against)**

**RISK & INSURANCE REVIEW - COMMUNITY**

| Policy Number                                                                                                                                                                                                                                                                                                                | Underwriter          | Current To  | Risk Type                   | Coverage Amount  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------|-----------------------------|------------------|
| HU0006071895                                                                                                                                                                                                                                                                                                                 | CHU Strata Insurance | 31 Oct 2025 | Machinery Breakdown         | \$100,000.00     |
|                                                                                                                                                                                                                                                                                                                              |                      |             | Office Bearers Liability    | \$5,000,000.00   |
|                                                                                                                                                                                                                                                                                                                              |                      |             | Fidelity Guarantee          | \$1,800,000.00   |
|                                                                                                                                                                                                                                                                                                                              |                      |             | Voluntary Workers           | \$200,000.00     |
|                                                                                                                                                                                                                                                                                                                              |                      |             | Public Liability            | \$50,000,000.00  |
|                                                                                                                                                                                                                                                                                                                              |                      |             | Buildings & Common Property | \$170,493,750.00 |
| <b>TOTAL PREMIUM:</b> \$93,131.79 <b>LAST YEAR PREMIUM:</b> \$120,395.39 inc. GST (2024-2025)<br><b>FEE FOR SERVICE:</b> \$10,000 inc. GST<br><b>EXCESS:</b> \$5,000 standard / \$10,000 water damage<br><b>INSURANCE VALUATION:</b> Last undertaken 22 Feb 2023 and the report set a recommended cover of \$162,375,000.00. |                      |             |                             |                  |

**APPOINTMENT OF AUDITOR**

That the Corporation engage an independent auditor, to audit the financial accounts for 2025/2026.

**Motion Carried.**

**CLOSURE OF MEETING**

The meeting was closed at 7:15pm.

**Air Apartments 22863**  
**220 Greenhill Road, Eastwood**  
 Minutes of the Annual General Meeting at  
 G1, 220 Greenhill Road, Eastwood SA, 5031  
 On 30 October 2024 at 6:00 PM

**PROCEEDINGS**

**Lots Represented:**

|                                                |               |
|------------------------------------------------|---------------|
| Christopher Brian Platt                        | Lot 1         |
| Gemma Booth & Neville Flood                    | Lot 5         |
| Max Hilbig                                     | Lot 6         |
| Simon & Del Ford                               | Lot 25        |
| Chantal Didenko                                | Lot 26        |
| Kenneth & Elisabeth Milne                      | Lot 36        |
| Vanessa Hughes                                 | Lot 40        |
| Penelope Moore                                 | Lot 44        |
| Elizabeth Sims                                 | Lot 45        |
| Kim & John Gibson                              | Lot 50        |
| Damien Brand                                   | Lot 53 & 100  |
| M & S Lyons                                    | Lot 64        |
| Rob Rodenburg & Helen Bennett                  | Lot 87        |
| Bronwyn Arnold                                 | Lot 89        |
| Marilyn Richards                               | Lot 90        |
| Helen Gilbert                                  | Lot 94        |
| Michael Drew                                   | Lot 102       |
| Barrie Grimmatt                                | Lot 105       |
| Helen Kite                                     | Lot 107       |
| Jodie Brown                                    | Lot 112       |
| Duncan & Clova Scott                           | Lot 113       |
| Diana McLaurin                                 | Lot 122 & 123 |
| Toop Family Pty Ltd represented by Sylvia Toop | Lot 127       |
| Sandy Adey                                     | Lot 130       |
| Kevin & Anne Bowen                             | Lot 133       |
| Patricia Millar                                | Lot 140       |
| Wayne & Vivien Constable                       | Lot 141       |

**Proxy:**

|                                                 |        |
|-------------------------------------------------|--------|
| Pat Lee proxy to Horner Management              | Lot 3  |
| A Lim proxy to Horner Management                | Lot 7  |
| Patricia Paddick proxy to Horner Management     | Lot 11 |
| Joseph Hoogland proxy to Horner Management      | Lot 16 |
| Keith & Gayle Brooks proxy to Horner Management | Lot 18 |

|                                                              |              |
|--------------------------------------------------------------|--------------|
| Richard Tyrcha proxy to Horner Management                    | Lot 19       |
| Lemigold Pty Ltd proxy to Horner Management                  | Lot 22       |
| Ronald Maurer proxy to Horner Management                     | Lot 23       |
| Anne Williams proxy to Horner Management                     | Lot 24       |
| Geoffrey & Renata Quinn proxy to Horner Management           | Lot 28       |
| Angus Simpson proxy to Horner Management                     | Lot 30       |
| Phillip Mills proxy to Horner Management                     | Lot 31       |
| Jill Berry proxy to Horner Management                        | Lot 33       |
| Michael Polkinghorne proxy to Horner Management              | Lot 34       |
| Virginia Horrocks proxy to Horner Management                 | Lot 35       |
| Lee Elliott proxy to Horner Management                       | Lot 38       |
| David & Norma Estcourt Hughes proxy to Horner Management     | Lot 48       |
| Susan McCormick proxy to Horner Management                   | Lot 49       |
| Therese Kelly proxy to Horner Management                     | Lot 54       |
| Jan & Arthur Dabernig proxy to Horner Management             | Lot 58       |
| Keri & Craig Fisher proxy to Horner Management               | Lot 59       |
| Sheri Cornish proxy to Horner Management                     | Lot 60       |
| Elizabeth Keen proxy to Horner Management                    | Lot 63       |
| Annette Tyrcha proxy to Horner Management                    | Lot 66       |
| Nora Anne Carlin proxy to Horner Management                  | Lot 68       |
| Michael & Susan Rabbitt proxy to Horner Management           | Lot 72 & 132 |
| Merilyn Kay Becker proxy to Horner Management                | Lot 73       |
| Delwyn Patricia Cox proxy to Horner Management               | Lot 74       |
| Arja Korhonen proxy to Horner Management                     | Lot 75       |
| Annette Kidman proxy to Horner Management                    | Lot 76       |
| Ross Gray proxy to Horner Management                         | Lot 77       |
| Carolyn Franklin proxy to Horner Management                  | Lot 80       |
| Stan Gerovasilis proxy to Horner Management                  | Lot 84       |
| Denise & John Kirk proxy to Horner Management                | Lot 88       |
| Alan & Sylvia Holzapfel proxy to Horner Management           | Lot 91       |
| Kim Norris proxy to Horner Management                        | Lot 97       |
| Vlado Damjanovski & Alison Giles proxy to Horner Management  | Lot 99       |
| Wojciech Kwasniewski proxy to Horner Management              | Lot 104      |
| Roy Worthington & Adrian Saunders proxy to Horner Management | Lot 109      |
| Andrew Nicholson proxy to Horner Management                  | Lot 111      |
| Geoffrey Whitbread & Carol Neil proxy to Horner Management   | Lot 116      |
| Rebecca Gooden proxy to Horner Management                    | Lot 117      |
| Stephanie Eastick proxy to Horner Management                 | Lot 118      |
| Sandor Nagy proxy to Horner Management                       | Lot 120      |
| John & Jane Lawrence proxy to Horner Management              | Lot 121      |
| Dianne & Paul Rogowski proxy to Horner Management            | Lot 131      |

Susan Dolling proxy to Homer Management

Lot 135

Ann Barner proxy to Homer Management

Lot 137

**APPOINTMENT OF CHAIR PERSON**

It is proposed that the Presiding Officer, Mr Damien Brand chair the meeting.

**Motion Carried.**

*1 vote against*

**CONFIRMATION OF MINUTES**

To resolve that the minutes of the previous General Meeting held on 14th March 2024 be accepted as a correct record.

Moved by Norma Estcourt Hughes, seconded by Bronwyn Arnold.

**Motion Carried.**

*2 votes against*

**PRESIDING OFFICER REPORT (PRESENTED AT THE MEETING)****TREASURER REPORT (PRESENTED AT THE MEETING)****ACCEPTANCE OF FINANCIAL STATEMENT**

The Corporation's financial statement of accounts for the period 1/8/23 to 31/7/24, showing a closing balance of \$4,413,756.85 (-\$55,215.01 Administration Fund & \$4,468,971.86 Sinking Fund) be accepted as a true and correct record.

Moved by Vivien Constable, seconded by Duncan Scott.

**Motion Carried.**

*3 votes against*

**PROPOSED BUDGET & CONTRIBUTIONS**

That the proposed budget be accepted with the quarterly contributions as follows - Admin Fund contributions being increased by 3.46% from \$1,300,000 per annum to \$1,345,000 and the Sinking Fund contributions being retained at \$635,000 per annum.

Moved by Susan McCormick, seconded by Christopher Platt.

**Motion Carried.**

*3 votes against*

**APPOINTMENT OF OFFICE BEARERS & MANAGEMENT COMMITTEE****Management Committee Members:**

|                       |                   |
|-----------------------|-------------------|
| Damien Brand          | Presiding Officer |
| Michael Rabbitt       | Secretary         |
| Susan McCormick       | Treasurer         |
| Carol Neil            | Member            |
| Rob Rodenburg         | Member            |
| David Estcourt Hughes | Member            |
| Wayne Constable       | Member            |

As no other nominations were received, the abovementioned management committee members were elected.

**MANAGEMENT COMMITTEE - EXPENDITURE****Approval Limits (remain unchanged from last AGM)**

1. For any work or service to be performed under contract, pursuant to the role of the Management Committee it is recommended to seek the following quotes where this is feasible:

a. Works or services up to \$3,000 can be approved by the Building Manager with quotes and/or supporting documents.

b. Works or services above \$3,000 and up to \$7,000, a minimum of one written quote and/or supporting documents.

c. Works or services above \$7,000 and up to \$27,000 a minimum of two written quotes and supporting documents.

d. Works or services above \$27,000 a minimum of two written quotes required with the amount being the total project value for the related work or service during any single financial year of the Corporation

For entering into such contracts, the Management Committee may:

e. approve any single contract with a total expenditure not exceeding \$27,000 during any single financial year of the Corporation

f. recommend to and seek approval at a General Meeting for contracts above this amount

2. For any expenses to be incurred, pursuant to the role of the Management Committee, the approving process shall be:

a. Expenses up to \$27,000 – the expenditure shall be approved at a Management Committee Meeting

b. Expenses above \$27,000 – recommend to and seek approval at a General Meeting for such expenses with the amount being the total expense for the particular work or service during any single financial year of the Corporation

**NOTE:** The above amounts are exclusive of GST

Moved by Patricia Millar, seconded by Helen Gilbert

**Motion Carried.**

3 votes against

**RISK & INSURANCE REVIEW - COMMUNITY**

| Policy Number                                                                                                                                                                                 | Underwriter          | Current To  | Risk Type                   | Coverage Amount  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------|-----------------------------|------------------|
| HU0006071895                                                                                                                                                                                  | CHU Strata Insurance | 31 Oct 2025 | Machinery Breakdown         | \$100,000.00     |
|                                                                                                                                                                                               |                      |             | Office Bearers Liability    | \$5,000,000.00   |
|                                                                                                                                                                                               |                      |             | Fidelity Guarantee          | \$1,800,000.00   |
|                                                                                                                                                                                               |                      |             | Voluntary Workers           | \$200,000.00     |
|                                                                                                                                                                                               |                      |             | Public Liability            | \$50,000,000.00  |
|                                                                                                                                                                                               |                      |             | Buildings & Common Property | \$170,493,750.00 |
| <b>TOTAL PREMIUM:</b> \$120,395.39 inc. GST <b>LAST YEAR PREMIUM:</b> \$115,025.92 (2023-24)<br><b>FEE FOR SERVICE:</b> \$10,000 inc. GST<br><b>EXCESS:</b> \$5,000 standard / \$100,000 fire |                      |             |                             |                  |

**Insurance Valuation:** Last undertaken 22 February 2023 and the report set a recommended cover of \$162,375,000.00.

Moved by Christopher Platt, seconded by John Gibson.

**Motion Carried.**

3 votes against

**APPOINTMENT OF AUDITOR**

That the Corporation engage an independent auditor, to audit the financial accounts for 2024/2025.

Moved by Patricia Millar, seconded by Norma Estcourt Hughes.

**Motion Carried.**

*3 votes against*

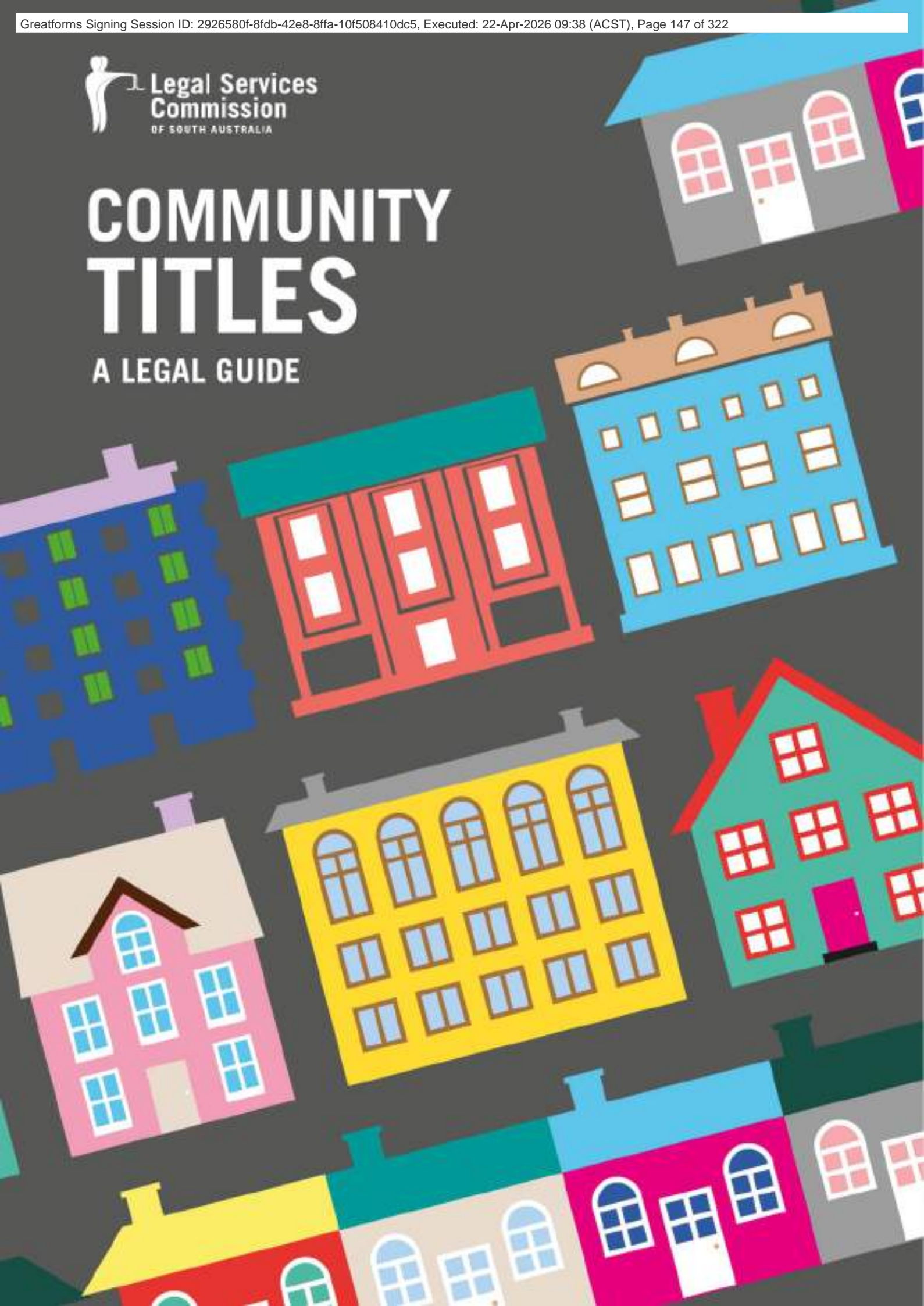
**CLOSURE OF MEETING**

The meeting was closed at 6:45pm.



# COMMUNITY TITLES

A LEGAL GUIDE





# Contents

|                                                                      |           |
|----------------------------------------------------------------------|-----------|
| <b>Community Titles</b>                                              | <b>4</b>  |
| Community schemes                                                    | 4         |
| Community strata schemes                                             | 4         |
| <b>Small schemes</b>                                                 | <b>4</b>  |
| Forward budgets                                                      | 4         |
| Fidelity guarantee insurance                                         | 4         |
| Officers of the corporation                                          | 4         |
| By-laws may exempt corporations from certain requirements            | 4         |
| <b>Buying into a Community Title</b>                                 | <b>5</b>  |
| <b>Obtaining information as a prospective purchaser</b>              | <b>5</b>  |
| Service infrastructure issues for new developments                   | 5         |
| Core documents                                                       | 5         |
| <b>Information to be provided when entering into a contract</b>      | <b>6</b>  |
| General information                                                  | 6         |
| Specific information                                                 | 7         |
| <b>Community Corporation</b>                                         | <b>8</b>  |
| <b>Common property</b>                                               | <b>8</b>  |
| What is common property?                                             | 8         |
| Service infrastructure                                               | 8         |
| Commercial use of the common property                                | 8         |
| Management of the common property                                    | 9         |
| <b>Powers of the corporation</b>                                     | <b>9</b>  |
| Contributions                                                        | 9         |
| Maintenance and repair of lots - entry to premises                   | 9         |
| Maintenance and repair of service infrastructure - entry to premises | 10        |
| Provision of services                                                | 10        |
| Return of property                                                   | 10        |
| <b>Insurance</b>                                                     | <b>10</b> |
| Building insurance                                                   | 10        |
| Fidelity guarantee insurance                                         | 10        |
| Other insurance                                                      | 10        |
| <b>Officers of the corporation</b>                                   | <b>11</b> |
| Delegation                                                           | 11        |
| Secretary                                                            | 11        |
| Treasurer                                                            | 11        |
| Liability of officers                                                | 11        |
| <b>Records</b>                                                       | <b>12</b> |
| Register of names                                                    | 12        |
| Accounting documents, records and statements                         | 12        |
| Notices, orders and correspondence                                   | 12        |
| Minutes                                                              | 12        |
| <b>Access to information</b>                                         | <b>12</b> |

## Community Titles

### A Legal Guide

This booklet is published as a community service by the Legal Services Commission.

October 2014

© Legal Services Commission



|                                                                                            |           |                                                                |           |
|--------------------------------------------------------------------------------------------|-----------|----------------------------------------------------------------|-----------|
| Insurance policies                                                                         | 12        | <b>Special resolutions</b>                                     | <b>21</b> |
| Bank statements                                                                            | 12        | When there are only two community lots                         | 21        |
| By-laws                                                                                    | 12        | When there are three community lots                            | 21        |
| Other information in relation to a lot or the corporation                                  | 12        | When there are four or more community lots                     | 21        |
| <b>By-laws (Rules)</b>                                                                     | <b>14</b> | <b>Unanimous resolutions</b>                                   | <b>23</b> |
| <b>Those bound by the by-laws</b>                                                          | <b>14</b> | <b>When a unanimous or special resolution is not obtained</b>  | <b>23</b> |
| <b>Variation of the by-laws</b>                                                            | <b>14</b> | <b>Management Committee</b>                                    | <b>24</b> |
| <b>What cannot be in the by-laws</b>                                                       | <b>14</b> | <b>Powers and responsibilities of the management committee</b> | <b>24</b> |
| Dealing with a community lot                                                               | 14        | <b>Membership of the management committee</b>                  | <b>24</b> |
| Monetary obligations                                                                       | 14        | Duty of honesty                                                | 24        |
| Access to a lot                                                                            | 14        | Immunity of committee members from liability                   | 24        |
| Assistance dogs and therapeutic animals                                                    | 14        | <b>Meetings of the management committee</b>                    | <b>24</b> |
| <b>By-laws that reduce the value of a lot or unfairly discriminate against a lot owner</b> | <b>14</b> | Chairing                                                       | 25        |
| <b>Breaches of the by-laws</b>                                                             | <b>15</b> | Decisions and disclosure of interest                           | 25        |
| Penalties for breaching the by-laws                                                        | 15        | Decisions without meeting                                      | 25        |
| Notice of a penalty                                                                        | 15        | Proxies                                                        | 25        |
| Time for payment of a penalty                                                              | 15        | Quorum                                                         | 25        |
| Non-payment of a penalty                                                                   | 15        | <b>Financial Management</b>                                    | <b>26</b> |
| Applying to revoke a penalty notice                                                        | 16        | <b>Sinking fund and administrative fund</b>                    | <b>26</b> |
| Challenging the amount of the penalty or time to pay                                       | 16        | <b>Expenditure statements</b>                                  | <b>26</b> |
| <b>General Meetings</b>                                                                    | <b>17</b> | Forward budget (sinking fund budget)                           | 26        |
| <b>Agenda</b>                                                                              | <b>17</b> | <b>Audit of accounts</b>                                       | <b>27</b> |
| <b>Quorum</b>                                                                              | <b>18</b> | Exempt corporations                                            | 27        |
| <b>Attendance by remote communication</b>                                                  | <b>18</b> | <b>Authorizing expenditure</b>                                 | <b>27</b> |
| <b>Chairing of general meetings</b>                                                        | <b>18</b> | <b>Body Corporate Managers</b>                                 | <b>28</b> |
| Presiding officer as chair                                                                 | 18        | <b>Appointing a manager</b>                                    | <b>28</b> |
| Body corporate manager as chair                                                            | 18        | Documents to be provided                                       | 28        |
| Disclosure of interest by chair                                                            | 18        | <b>Duties of managers</b>                                      | <b>29</b> |
| <b>Voting at General Meetings</b>                                                          | <b>19</b> | Professional indemnity insurance                               | 29        |
| <b>Disclosure of interest</b>                                                              | <b>19</b> | Duty to act in the best interests of the corporation           | 29        |
| <b>Absentee votes</b>                                                                      | <b>19</b> | Disclosure of interest                                         | 29        |
| <b>Written ballots</b>                                                                     | <b>19</b> | Access to records                                              | 29        |
| <b>Proxy voting</b>                                                                        | <b>19</b> | Trust account audits                                           | 30        |
| Proxy voting where there is one owner of a lot                                             | 19        | <b>Ending a manager's contract</b>                             | <b>30</b> |
| Proxy voting where there is more than one owner of a lot                                   | 20        | Return of corporation records and trust money                  | 30        |
| <b>Disclosure of interest by a proxy</b>                                                   | <b>20</b> | <b>Owners' Rights and Responsibilities</b>                     | <b>31</b> |
| Declaration of a member's interest                                                         | 20        | <b>Right of entry</b>                                          | <b>31</b> |
| Declaration of a proxy's interest to the meeting                                           | 20        | in relation to service infrastructure                          | 31        |
| Declaration of a proxy's interest to the person who nominated them                         | 20        | in an emergency                                                | 31        |
| <b>Types of Resolutions</b>                                                                | <b>21</b> | to a lot via common property                                   | 31        |
| <b>Ordinary resolutions</b>                                                                | <b>21</b> | <b>Maintenance and repairs</b>                                 | <b>31</b> |
|                                                                                            |           | <b>Insurance</b>                                               | <b>31</b> |
|                                                                                            |           | <b>Compliance with the by-laws</b>                             | <b>32</b> |

|                                           |           |
|-------------------------------------------|-----------|
| <b>Non-interference</b>                   | <b>32</b> |
| <b>Contributions</b>                      | <b>32</b> |
| <b>Debts of the corporation</b>           | <b>32</b> |
| <b>Structural work</b>                    | <b>32</b> |
| Community schemes                         | 32        |
| Community strata schemes (residential)    | 32        |
| <b>Disputes</b>                           | <b>33</b> |
| <b>Mediation</b>                          | <b>33</b> |
| <b>Court proceedings</b>                  | <b>33</b> |
| Who can make an application to the court? | 33        |
| What disputes can be taken to court?      | 33        |
| Which court hears disputes?               | 33        |
| Orders that can be made                   | 34        |
| Appointment of an administrator           | 34        |
| <b>Converting from Strata Title</b>       | <b>35</b> |
| <b>Development of the Community Title</b> | <b>36</b> |
| <b>Common Questions</b>                   | <b>37</b> |
| Building on a lot                         | 38        |
| Buying a community title                  | 38        |
| Company title                             | 38        |
| Contributions                             | 39        |
| Converting to community title             | 39        |
| Exclusive use of the common property      | 39        |
| Fences                                    | 39        |
| Fines                                     | 40        |
| Insurance                                 | 40        |
| Managers                                  | 40        |
| Restrictive rules                         | 41        |
| Rules                                     | 41        |
| Trees                                     | 41        |
| Water Rates                               | 41        |
| Types of community titles                 | 42        |
| <b>Contacts</b>                           | <b>44</b> |

# Community Titles

The law concerning community titles is contained in the *Community Titles Act 1996* (SA), the *Community Titles Regulations 2011* (SA) and the common law. All references to legislation and regulations in this booklet are to these documents, unless otherwise stated.

There are two types of community titles available depending on the nature of the scheme:

- Community Schemes
- Community Strata Schemes.

Regardless of the type of community title, both divide land to create lots and common property in a similar manner to strata titles. Each plan must divide the land to create at least two lots and common property [s 7].

Unlike a strata title, a scheme may include a development lot, retained by the developer, for later division into further lots within the scheme [ss 6, 8].

Changes to the *Community Titles Act 1996* (SA) came into effect from 28 October 2013. To see a summary of the changes, see the Attorney-General's Department <<http://www.agd.sa.gov.au/community-and-strata-titles-legislation>>.

## COMMUNITY SCHEMES

In a community scheme, lot boundaries generally do not relate to a structure, but are determined by surveyed land measurements and are unlimited in height and depth, unless otherwise specified on the plan. Unlike a community strata scheme the owner is therefore responsible for the maintenance and insurance of any structures on that lot, and has no obligation for maintenance of other lot owners' buildings.

## COMMUNITY STRATA SCHEMES

A community strata scheme is a community scheme where the lot boundaries are defined by reference to parts of the building, similar to a strata title [s 19(3)(c)]. There must be at least one lot that exists above another [s 19(1)], unless the scheme was previously a strata scheme under the *Strata Titles Act 1988* (SA) and has converted by resolution to the *Community Titles Act 1996* (SA) [s 19(2)]. The structure itself is common property and it is therefore the responsibility of the corporation to maintain and insure it.

## SMALL SCHEMES

Some requirements in the *Community Titles Act 1996* (SA) do not apply to some small schemes. In addition, the by-laws of some schemes may exempt a scheme from certain requirements. Exemptions vary depending on the number of lots in the scheme or the value of the common property. See also [Types of Resolutions: Special resolutions](#) and [Financial Management: Audit of accounts](#).

## Forward budgets

In relation to forward budgets, corporations with six or less community lots, and corporations with buildings and improvements on the common property insured for less than \$100 000, are not required to present a forward budget as part of their expenditure statement at their annual general meeting (see [Financial Management](#)).

## Fidelity guarantee insurance

The requirement to have fidelity guarantee insurance, which began on 27 October 2014, does not apply to two lot community corporations with no administrative or sinking fund, or to community corporations with common property insurance cover of \$100 000 or less (see [Community Corporation: Insurance](#)).

## Officers of the corporation

If a scheme has ten or less lots, one person may hold two or all of the positions of presiding officer, secretary and treasurer [s 76(3)(a)] (see [Community Corporation: Officers of the corporation](#)).

## By-laws may exempt a corporation from certain requirements

The by-laws of a scheme consisting of two lots may exempt the corporation from the requirements to [s 35]:

- hold annual general meetings (except the first general meeting)
- prepare accounting records of the corporation's receipts and expenditure and to prepare an annual statement of accounts
- have the annual statement of accounts audited
- establish administrative and sinking funds, and
- maintain a register of the names of the owners of the community lots.

The by-laws of a three lot scheme may only exempt the corporation from the requirement to maintain a register of names of the owners of the community lots.



# Buying into a Community Title

## OBTAINING INFORMATION AS A PROSPECTIVE PURCHASER

There are particular issues related to buying a community lot. Effectively, you are buying into a corporation and will become a member of the corporation. It is therefore essential that you have as much information as possible about the corporation before you decide to purchase. You may obtain information before you enter into a contract. Alternatively, if you have entered into a contract, you must be provided with certain information at least 10 clear days before the date of settlement under the *Land and Business (Sale and Conveyancing) Act 1994* (SA) s 7(1) (see below: [Information to be provided when entering into a contract](#)).

As a prospective purchaser, you may apply to the community corporation for a range of information for moderate fees (see [Community Corporation: Access to information by lot owners](#)). Some of the information must be made available as copies, and some must be made available for inspection. Any information requested should be provided within five business days of making the application. The information should enable you to establish the current financial position of the corporation.

## Service infrastructure issues for new developments

Both SA Power Networks and SA Water have requirements for the location of connection points for power, water and sewerage. The location of connection points and meter enclosures that service more than one lot may be shown on the community plan, which is available for a fee from the Lands Titles Office. However, these details are often not shown. If service infrastructure is not shown on the community plan, agreement must be reached among the lot owners as to the location of the services [s 24(4) (b)], subject to the requirements of the relevant agencies. Even if there is an existing house on one of the lots with connections in place, it may be necessary for new connection points to be established which cater for all lots. To determine requirements for the number and location of connections and meters, visit relevant agency websites (see [Contacts](#)) or contact the relevant agency.

## Core documents

Prospective purchasers of a lot in a community scheme should be aware of three documents that must or may be associated with the community title: the by-laws, scheme description, and development contract. It is also important to note the level of the scheme being bought into. The by-laws, scheme description and development contract of any scheme above also apply to that scheme.

These three documents may be obtained either from the community corporation or the Lands Titles Office with payment of the regulated fee.



## THE BY-LAWS

This is a compulsory document for all schemes. It sets out the obligations of the corporation in administering the scheme and the rules by which the scheme is to be run. Prospective purchasers must be able to inspect or buy a copy of the by-laws.

## THE SCHEME DESCRIPTION

The scheme description gives the prospective purchaser an overall view of how the scheme is to be developed and the end result. This is an optional document for schemes that contain six lots or less that are used predominantly for residential purposes and do not contain a development lot. This document must be lodged for commercial schemes, irrespective of the number of lots, or if the plan contains a development lot, or if the common property or a lot within the scheme is to be developed in a specific way. Prospective purchasers must be able to inspect or buy a copy of the scheme description.

## THE DEVELOPMENT CONTRACT

This is a contract entered into by the developer; the developer must complete the scheme in accordance with the scheme description. Prospective purchasers must be able to inspect or buy a copy of the development contract.

## INFORMATION TO BE PROVIDED WHEN ENTERING INTO A CONTRACT

If you enter a contract to buy a community lot, along with the information that must be provided in relation to any proposed sale of land, the vendor must provide certain information under the *Land and Business (Sale and Conveyancing) Act 1994 (SA) s 7(1)* and the *Land and Business (Sale and Conveyancing) Regulations 2010 (SA) reg 8*. Both general information about community titles and information specific to the community title you are proposing to buy must be provided.

### General information

The general information is found in the notice in the *Land and Business (Sale and Conveyancing) Regulations 2010 (SA) sch 1 div 3*, which sets out a range of issues to consider when buying into a strata corporation, as follows.

## MATTERS TO BE CONSIDERED IN PURCHASING A COMMUNITY LOT OR STRATA UNIT

The property you are buying is on strata or community title. There are special obligations and restrictions that go with this kind of title. Make sure you understand these. If unsure, seek legal advice before signing a contract. For example:

### Governance

You will automatically become a member of the **body corporate**, which includes all owners and has the job

of maintaining the common property and enforcing the rules. Decisions, such as the amount you must pay in levies, will be made by vote of the body corporate. You will need to take part in meetings if you wish to have a say. If outvoted, you will have to live with decisions that you might not agree with.

If you are buying into a mixed use development (one that includes commercial as well as residential lots), owners of some types of lots may be in a position to outvote owners of other types of lots. Make sure you fully understand your voting rights, see later.

### Use of your property

You, and anyone who visits or occupies your property, will be bound by rules in the form of **articles or by-laws**. These can restrict the use of the property, for example, they can deal with keeping pets, car parking, noise, rubbish disposal, short-term letting, upkeep of buildings and so on. Make sure that you have read the articles or by-laws before you decide whether this property will suit you.

Depending on the rules, you might not be permitted to make changes to the exterior of your unit, such as installing a television aerial or an air-conditioner, building a pergola, attaching external blinds etc without the permission of the body corporate. A meeting may be needed before permission can be granted. Permission may be refused.

Note that the articles or by-laws **could change** between now and when you become the owner: the body corporate might vote to change them. Also, if you are buying before the community plan is registered, then any by-laws you have been shown are just a draft.

### Are you buying a debt?

If there are unpaid contributions owing on this property, you can be made to pay them. You are entitled to **know the financial state of the body corporate** and you should make sure you see its records before deciding whether to buy. As a prospective owner, you can write to the body corporate requiring to see the records, including minutes of meetings, details of assets and liabilities, contributions payable, outstanding or planned expenses and insurance policies.

There is a fee. To make a request, write to the secretary or management committee of the body corporate.

### Expenses

The body corporate can **require you to maintain your property**, even if you do not agree, or can carry out maintenance and bill you for it.

The body corporate can **require you to contribute** to the cost of upkeep of the common property, even if you do not agree. Consider what future maintenance or repairs might be needed on the property in the long term.

**Guarantee**

As an owner, you are a **guarantor** of the liabilities of the body corporate. If it does not pay its debts, you can be called on to do so. Make sure you know what the liabilities are before you decide to buy. Ask the body corporate for copies of the financial records.

**Contracts**

The body corporate can make contracts. For example, it may engage a body corporate manager to do some or all of its work. It may contract with traders for maintenance work. It might engage a caretaker to look after the property. It might make any other kind of contract to buy services or products for the body corporate. Find out **what contracts the body corporate is committed to and the cost**.

The body corporate will have to raise funds from the owners to pay the money due under these contracts. As a guarantor, you could be liable if the body corporate owes money under a contract.

**Buying off the plan**

If you are buying a property that has not been built yet, then you **cannot be certain** what the end product of the development process will be. If you are buying before a community plan has been deposited, then any proposed development contract, scheme description or by-laws you have been shown could change.

**Mixed use developments – voting rights**

You may be buying into a group that is run by several different community corporations. This is common in mixed use developments, for example, where a group of apartments is combined with a hotel or a group of shops. If there is more than one corporation, then you should not expect that all lot owners in the group will have equal voting rights. The corporations may be structured so that, even though there are more apartments than shops in the group, the shop-owners can outvote the apartment owners on some matters. Make enquiries so that you understand how many corporations there are and what voting rights you will have.

**Further information**

The Real Estate Institute of South Australia provides an information service for enquiries about real estate transactions, see [www.reisa.com.au](http://www.reisa.com.au).

A free telephone Strata and Community Advice Service is operated by the Legal Services Commission of South Australia: call 1300 366 424. Information and a booklet about strata and community titles is available from the Legal Services Commission at [www.lsc.sa.gov.au](http://www.lsc.sa.gov.au).

You can also seek advice from a legal practitioner.

**Specific information**

Information specific to the community corporation and lot you are proposing to buy must be provided by the vendor under the *Land and Business (Sale and Conveyancing) Regulations 2010* (SA) sch 1 div 2:

- particulars of contributions payable in relation to the lot, including details of arrears of contributions related to the lot
- particulars of the assets and liabilities of the community corporation
- particulars of expenditure that the community corporation has incurred, or has resolved to incur, and to which the owner of the lot must contribute, or is likely to be required to contribute
- if the lot is a development lot, particulars of the scheme description relating to the development lot and particulars of the obligations of the owner of the development lot under the development contract
- if the lot is a community lot, particulars of the lot entitlement of the lot.

The following documents should also be provided under the *Land and Business (Sale and Conveyancing) Regulations 2010* (SA) sch 1 div 2:

- a copy of the minutes of the general meetings of the community corporation and management committee for the preceding two years or since the deposit of the community plan (whichever is the lesser)
- a copy of the statement of accounts of the community corporation last prepared
- a copy of current policies of insurance taken out by the community corporation
- a copy of the scheme description (if any) and the development contract (if any) – these documents may be obtained from the community corporation or the Lands Titles Office
- a copy of the by-laws of the community scheme - copies of the by-laws may also be obtained from either the corporation or the Lands Titles Office.

Note that if the vendor has no agent but the purchaser has an agent, the purchaser's agent must apply to the community corporation for the information [*Land and Business (Sale and Conveyancing) Act 1994* (SA) s 9(2)].

# Community Corporation

A community corporation is created upon deposit of the community plan [s 10, s 71] to administer the scheme's by-laws and manage the common property and any fixtures erected on it [s 75].

The members of the corporation are the owners of the community lots [s 10(2), s 74]. Owners of development lots are not members of the corporation unless they also own community lots [s 10(2), s 74].

Lot owners are guarantors of their community corporation's liabilities, which means the corporation's debts are enforceable against each of the lot holders directly [s 77].

A community corporation must have a presiding officer, treasurer and secretary [s 76], and may establish a management committee [s 90(1)] to carry out the functions and perform the duties of the corporation within the limits of the committee's powers [s 92(1)]. A community corporation may also delegate some of its functions to a person outside the corporation (such as a body corporate manager) to assist in the running of the corporation [s 78A(2)].

The corporation must have a common seal [s 73].

A community corporation must keep a letter box at the community parcel, with the name of the corporation clearly shown on it, for postal delivery to the corporation. Where there is no postal delivery to the community parcel, the corporation must keep a post office box. [s 155(4)]

The by-laws are the rules of the corporation. The corporation can make rules which are binding on the corporation, lot owners, tenants and visitors [s 43] about the management and use of common property and the use of community lots [s 34(2)]. The first by-laws of a corporation are those filed when the community plan is deposited with the Lands Titles Office. A corporation can vary the by-laws [s 39].

## COMMON PROPERTY

### What is common property?

The common property consists of those parts of the community parcel that do not comprise or form part of a lot, and includes the service infrastructure not for the exclusive use of a lot [ss 28(1)(a)-(b)]. In addition, the common property includes any building that is not for

the exclusive use of a lot and was erected before the deposit of the community plan, any building erected by the developer or the community corporation as part of the common property, and any other building on the community parcel that has been committed to the care of the community corporation as part of the common property [ss 28(1)(d)-(f)].

In the case of a strata plan, the common property also includes those parts of the building that are not part of a lot [s 28(c)]. Unless a particular strata plan indicates otherwise, the boundary of a lot is the internal surface of the walls, floors and ceilings [s 19(4)].

### Service infrastructure

Service infrastructure is the cables, wires, pipes, sewers, drains, ducts, plant and equipment that provide services to lot owners and the common property [s 3].

Services are [s 3]:

- water reticulation or supply
- gas reticulation or supply
- electricity supply
- heating oil
- air conditioning or ventilation
- a telephone service
- a radio service
- a computer data or television service
- sewer systems
- drainage
- systems for the removal or disposal of garbage or waste
- other systems or services designed to improve the amenity, or enhance the enjoyment, of the lots or common property.

The service infrastructure is shown, as far as it is practical to do so, on the plan of community division through the common property, and on a lot where it services more than the one lot [s 14(5)(e)]. As service infrastructure that serves more than one lot forms part of the common property, it is the responsibility of the corporation to maintain it [s 75]. Service infrastructure that only serves one lot is the responsibility of that lot owner to maintain.

### Commercial use of the common property

The common property can be used in a community title scheme, subject to planning approval, for commercial ventures such as a public golf course or retail centre [s 28(2)]. Any profits are returned to the community corporation and must be paid into the administrative or sinking funds [s 28(3)]. Surplus profits may, by special resolution, be distributed to owners of the lots

in proportion to lot entitlement, if more money than is needed is held in the administrative fund or the sinking fund [s 117]. As there can be losses as well as profits, any commercial venture should be based on detailed financial and legal advice.

If members of the public have access to the common property, or a part of it, then members of the public are entitled to use the common property, or the relevant part of it, in accordance with the by-laws [s 28(4)].

### Management of the common property

Common property is managed by the community corporation [s 75], which is required to keep an administrative and a sinking fund [s 116]. A two lot scheme may be exempt from the requirement to keep an administrative and a sinking fund through its by-laws [s 35(1)(d)].

## POWERS OF THE CORPORATION

Some of the powers of the corporation are:

- to administer, manage and control the common property for the benefit of the owners of the community lots [s 75(1)(a)]
- to maintain the common property and the property of the corporation in good order and condition [s 75(1)(b)]
- where practicable, to establish and maintain lawns or gardens on those parts of the common property not required or used for any other purpose [s 75(1)(c)]
- to enforce the by-laws and the development contracts (if any) [s 75(1)(d)]
- to enforce an owner's duty to maintain and repair their lot [s 101]
- to borrow money or obtain other forms of financial accommodation and, subject to the Act or the regulations, give such security for that purpose as it thinks fit [s 118]
- to carry out the other functions assigned to it by the Act or conferred on it by the by-laws [s 75(1)(e)].

### Contributions

The corporation raises funds by levying contributions against all lot owners, in accordance with an ordinary resolution passed at a general meeting [s 114(1)].

The management committee may not set the contribution amount [s 114(2)]. The amount that each owner contributes to funds is normally calculated according to the 'lot entitlement' set out in the community plan [s 114(3)]. A lot entitlement is the portion, or ratio, of the unimproved value of a lot as against the sum of the unimproved values of all the lots [s 20]. The corporation may, by unanimous resolution,

determine that contributions are paid on some other basis [s 114(3)].

The corporation may, by an ordinary resolution at a general meeting, allow contributions to be paid in instalments [s 114(4)(a)].

If contributions are not paid, they are recoverable as a debt [s 114(8)]; the corporation can sue the lot owner and any subsequent owner (if more than one owner, any or all of them) for the money [s 114(7)].

Interest may be charged by the corporation on contributions or instalments owing, this is done by ordinary resolution [s 114(4)(b)]. The amount of interest charged may not be more than 15% per year, and interest cannot be charged on unpaid interest [reg 19].

### Maintenance and repair of lots - entry to premises

The Act imposes a responsibility on a lot owner to maintain and repair their lot [s 134(1)], unless the corporation's by-laws have transferred this responsibility to the corporation [s 134(2)]. If the responsibility to maintain and repair lies with lot owners, and a lot owner does not fulfil this responsibility, the corporation may give a lot owner written notice requiring them to carry out specific work by a certain time [s 101(1)(a)].

Similarly, the corporation may require and enforce work on a lot to remedy a breach of the Act or the corporation's by-laws, even if the breach was by a former lot owner, an occupier (tenant) or former occupier [s 101(1)(b)(i)].

The corporation can also pre-empt problems and require an owner to do work to remedy a situation that is likely to result in a breach of the Act or the by-laws [s 101(1)(b)(ii)].

If the work is not done in the set time, the corporation may authorize workers to enter the lot to do the work [s 101(2)]. This can only happen after the corporation has given at least two days notice in writing to both the lot owner and the occupier (for example, any tenant) [s 101(3)].

Force cannot be used to enter the lot without an order from the Magistrates Court [s 101(4)], in which case the corporation would have to file a minor civil action and the owner would have a chance to contest the application. However, force may be used if an officer of the corporation or a person authorized by the corporation (such as a body corporate manager) is satisfied that urgent action is necessary to prevent a risk of death, injury or significant damage to property [s 101(4a)]. In such a case, the officer or authorized person can, after giving whatever notice (if any) to the lot owner and occupier they consider reasonable in the circumstances, authorize entry to a lot for the performance of work reasonably necessary to deal with the risk. To enter the

lot in urgent circumstances, such force as is reasonably necessary may be used.

The individual lot owner is liable to the corporation for the reasonable cost of work done [s 101(5)]. If the need for the work arose because of someone else, for example a tenant or previous owner, the lot owner can recover the cost as a debt from that person [s 101(6)].

### **Maintenance and repair of service infrastructure - entry to premises**

The corporation may need to enter a lot in order to set up, maintain or repair service infrastructure. If so, the corporation must give notice to the owner of the lot to be entered [s 146(1)(a)]. The amount of notice required is whatever is reasonable in the circumstances [s 146(3)]. If the situation is an emergency and there is no time to give notice, then notice need not be given [s 146(2)(a)]. A lot owner may agree that their lot can be entered without notice [s 146(2)(b)].

If a person acting on the corporation's behalf cannot enter the lot without using force, such force as is reasonable in the circumstances may be used [s 146(4)]. Any damage caused by the use of force must be made good as soon as practicable by the corporation, unless the need for force was the result of an unreasonable act or omission on the part of the owner of the lot that was entered [s 146(5)].

### **Provision of services**

A community corporation may provide, for the benefit of owners and occupiers of the lots in the scheme, any kind of service that relates to the ownership or occupation of the lot [s 143(1), reg 26(1)]. A corporation may only provide a service if an owner or occupier has agreed to accept the service [reg 26(2)(a)]. The corporation may charge for the provision of those services [s 143(2)], but the cost of the service must be paid for by the persons who have agreed to accept it and must not be subsidised by the corporation [reg 26(2)(b)].

### **Return of property**

A corporation may require anyone in possession of any record, key, or other property of the corporation to return it to an officer of the corporation by a specified time. The person in possession of the property must be given written notice to return the property, and the person it must be given to must be stated in the notice. Failure to comply with such a notice is an offence with a maximum penalty of \$2 000. [s 147]

## **INSURANCE**

### **Building insurance**

It is the responsibility of the community corporation to insure the common property [s 103(1)].

As a general rule, buildings in a community strata scheme are common property (unless otherwise defined on the plan) and should be insured by the corporation [s 103(1)(b)].

In a community scheme, buildings within a lot are not common property and are the responsibility of the lot owners. However, the corporation's by-laws may authorize or require the community corporation to act as agent for the owners of community lots in arranging policies of insurance [s 34(3)(ca)]. If the by-laws do so, the by-laws may also impose a monetary obligation on the owner of a lot in relation to the payment of the insurance premium [s 37(2)(b)].

Owners in a community scheme also have a duty to insure any part of their property, such as a party wall, which provides support and shelter to a building or other structure on another lot or on the common property [s 106(1)].

### **Fidelity guarantee insurance**

From 27 October 2014, fidelity guarantee insurance must be held by all corporations [s 104(3)], apart from two lot community corporations with no administrative or sinking fund and community corporations with common property insurance cover of \$100 000 or less [reg 16C(b)]. A policy of fidelity guarantee insurance covers the risk of theft or fraud of the corporation's funds by any person authorized to handle the corporation's funds, including a manager. Although the requirement to have fidelity guarantee insurance is a new requirement from 27 October 2014, a corporation may already have fidelity guarantee cover included with its building insurance policy. The insurance cover must be for the amount of the maximum total balance of the corporation's bank accounts at any time in the preceding three years, or \$50 000, whichever is higher [reg 16C(a)].

### **Other insurance**

A community corporation must insure itself against risks that a normally prudent person would insure against and the amount of the insurance must be the amount that a normally prudent person would insure for [ss 104(1)-(2)]. In the case of insurance for bodily injury, the insurance must be for at least ten million dollars [s 104(2)].

## OFFICERS OF THE CORPORATION

A community corporation must have a presiding officer, a secretary and a treasurer, who are appointed by ordinary resolution [s 76(1)]. Normally, these officers must be lot owners [s 76(2)]. If the scheme has ten or less lots, one person may hold two or all of these positions, and if the scheme has more than ten lots, one person may hold up to two of these positions [s 76(3)].

An officer can be appointed for up to a year, with all positions becoming vacant no later than the next annual general meeting of the corporation [s 76(6)].

If a vacancy arises in any of the positions, the position can either be filled at a general meeting, or, if the corporation has a management committee, the committee may, by ordinary resolution, appoint a lot owner to fill the vacancy [s 92].

A vacancy will arise before the annual general meeting if the officer:

- resigns in writing to the secretary, or, in the case of the secretary, to the presiding officer [s 76(7)(e)]
- dies or sells their lot [ss 76(7)(a), (c)]
- becomes bankrupt or applies to take the benefit of a law for the relief of insolvent debtors [s 76(7)(f)]
- is convicted of an indictable offence (an offence that may be heard before a jury) or is imprisoned for any offence [s 76(7)(g)].

An officer may be removed by special resolution of the corporation (not the committee) on the grounds of misconduct, or neglect of duty, or incapacity or failure to carry out satisfactorily the duties of the office [ss 76(7)(h), (8)].

## Delegation

A community corporation may appoint or engage a person to assist the presiding officer, treasurer or secretary [s 76(9)].

## Secretary

The secretary of a community corporation has the following functions [reg 26A]:

- to prepare and distribute minutes of meetings of the corporation and submit a motion for confirmation of the minutes of any meeting of the corporation at the next such meeting
- to give, on behalf of the members of the corporation and the management committee, the notices required to be given under the Act.
- to answer communications addressed to the corporation
- to convene meetings of the management committee
- to attend to matters of an administrative or secretarial nature in connection with the exercise, by the corporation or the management committee, of its functions.

General meetings and committee meetings can also be convened by members of the corporation and other officers (see [Management Committee](#) and [General Meetings](#) below).

## Treasurer

The treasurer of a community corporation has the following functions [reg 26A]:

- to notify owners of community lots of any contributions to be raised from them in accordance with the Act
- to receive, acknowledge, bank and account for any money paid to the corporation
- to keep accounting records and prepare financial statements.

## Liability of officers

Where a provision of the Act authorizes or requires an officer of a community corporation to certify as to any matter or thing, the officer incurs no civil or criminal liability in respect of an act or omission in good faith in the exercise of that function. A liability that would, but for this rule, attach to an officer attaches instead to the corporation. [s 151A]

## RECORDS

The corporation has a responsibility to maintain proper records, and to keep them in an orderly manner so they can be found easily for the purposes of inspection or copying [reg 23(2)].

### Register of names

A community corporation must maintain a register of the names of the lot owners, showing the owner's last contact address, telephone number and email address known to the corporation, and the owner's lot entitlement [s 135(1)], and must keep any information in the register for 7 years [reg 22].

The by-laws of corporations with only two or three lots may exempt the corporation from the requirement to maintain a register of names of lot owners [ss 35(1)(e), (2)].

### Accounting documents, records and statements

The corporation must keep the following documents [reg 23(1)] for 7 years [reg 23(3)(b)]:

- receipts for the expenditure of money
- passbooks, deposit books and all other documents providing evidence of the deposit or investment of money
- bank statements and all other documents providing evidence of dealing with money invested or on deposit.

The corporation must make accounting records of its receipts and expenditure [s 136] and keep the records for 7 years [reg 23(3)(b)]. However, the by-laws of corporations with only two lots may exempt the corporation from the requirement to prepare accounting records [s 35(1)(b)].

A corporation must ensure that a statement of accounts is prepared for each accounting period [s 137], and must keep each statement of accounts for 7 years [reg 23(3)(c)]. However, the by-laws of corporations with only two lots may exempt the corporation from the requirement to prepare an annual statement of accounts [s 35(1)(b)].

### Notices, orders and correspondence

The corporation must make a record of notices and orders served on the corporation and keep the notices and orders for 7 years [s 136, reg 23].

Notices of meetings of the corporation and its management committee must be kept for 7 years [s 136, reg 23(3)(f)].

Copies of correspondence received or sent by the corporation must be kept for 7 years [s 136, reg 23(3)(e)].

## Minutes

Minutes of meetings must be kept for 30 years [s 136, reg 23(3)].

## ACCESS TO INFORMATION

### Insurance policies

A lot owner, a mortgagee of a lot, or a prospective owner or mortgagee of a lot may request to see any or all of the insurance policies currently held by the corporation [s 108]. No fee is applicable.

If the applicant wishes to have copies of the current insurance policies under s 139(1)(b), a small fee applies [reg 25(1)(b)]. See the *Community Titles Regulations 2011* to determine the relevant fee that applies. The corporation must make the information available within five business days after the request [ss 108, 139]. Failure to do so is an offence with a maximum penalty of \$500.

### Bank statements

On the request of a lot owner, a corporation that does not have a body corporate manager must provide the lot owner with quarterly bank statements for all accounts maintained by the corporation, and must continue to provide the statements until the person ceases to be an owner or revokes their application [s 139(1a)]. Failure to do so is an offence with a maximum penalty of \$500. If a corporation has a manager, application can be made to the manager for quarterly financial statements (see [Body Corporate Managers: Duties of managers](#)).

### By-laws

The corporation must make available up-to-date copies of the by-laws that owners and occupiers of lots, prospective purchasers of a lot or someone considering entering into any other transaction in relation to a lot may inspect or purchase [s 44(1)].

No fee may be charged for inspection of the by-laws [s 44(2)]. The maximum fee a corporation may charge for buying a copy of the by-laws is set out in the *Community Titles Regulations 2011* sch 2. Copies of by-laws can also be obtained from the Lands Titles Office for the regulated fee. [*Community Titles Regulations 2011* sch 2]

### Other information in relation to a lot or the corporation

A lot owner, a mortgagee of a lot, or a prospective owner or mortgagee of a lot (or someone on their behalf) may apply to the corporation for access to the following information or documents [s 139(1)]. The information or documents must be provided within five business days after the request [s 139(1)]. Failure to do so is an offence

with a maximum penalty of \$500. The corporation may reduce or waive any of the specified fees [reg 25(3)].

**INFORMATION TO BE PROVIDED:**

- particulars of any contribution payable in relation to the lot, including details of any arrears of contribution related to the lot
- particulars of the assets and liabilities of the corporation
- particulars of any expenditure that the corporation has incurred, or has resolved to incur, and to which the lot owner must contribute, or is likely to be required to contribute.

If the applicant is a lot owner, no fee applies [reg 25(1)(a)(i)]. If the applicant is a mortgagee of a lot, or a prospective owner or mortgagee of a lot, a regulated fee applies [reg 25(1)(a)(ii)].

**COPIES OF DOCUMENTS TO BE PROVIDED:**

- the minutes of general meetings of the corporation and meetings of its management committee for such period, not exceeding two years, specified in the application
- the statement of accounts of the corporation last prepared by the corporation.

See the *Community Titles Regulations 2011* to determine the relevant fee that applies [reg 25(1)(b)].

**DOCUMENTS TO BE MADE AVAILABLE FOR INSPECTION:**

- a copy of the accounting records of the corporation
- the minute books of the corporation
- a copy of any contract with a manager
- the register of lot owners.

No fee applies to inspecting a copy of the contract with a manager or the register of lot owners.

If the applicant is a lot owner, no fee applies to inspect accounting records or minutes [reg 25(1)(c)(i)]. If the applicant is a mortgagee of a lot, or a prospective owner or mortgagee of a lot, a regulated fee applies for each application [reg 25(1)(c)(ii)] in relation to accounting records and minutes.

# By-laws (Rules)

Unlike the *Strata Titles Act 1988* (SA), the *Community Titles Act 1996* (SA) does not include a standard set of by-laws. The *Community Titles Act 1996* (SA) requires developers of community schemes to draft individual by-laws (ss 12, 34) which reflect the nature of the particular scheme (s 11(4)). The by-laws must cover the administration, management and control of the common property; regulate the use and enjoyment of common property; and regulate the use and enjoyment of community lots to give effect to the scheme description (s 34(2)).

In relation to buildings and other structures on community lots, the by-laws may also regulate issues such as position, design, dimensions, construction, appearance, maintenance and repair [ss 34(3)(a)(i)-(ii)]. Landscaping and the appearance of community lots can be covered in the by-laws [ss 34(3)(a)(iii), (b)], and requirements or restrictions on the use of community lots can be imposed to prevent interference with the use and enjoyment of other lots (s 34(3)(c)).

The by-laws cannot be inconsistent with the scheme description (if any) or development contract (if any) of the scheme or, if there are higher levels above the scheme, the by-laws, scheme description or development contract of those schemes (s 41).

## THOSE BOUND BY THE BY-LAWS

The by-laws are binding on the community corporation, the owners and occupiers of the community lots and the development lot or lots (if any) comprising the scheme, and persons entering the community parcel (s 43(1)).

## VARIATION OF THE BY-LAWS

The by-laws may be varied by special resolution of the corporation (s 39), except in the case where the corporation wishes to change the number of votes that may be cast in respect of each community lot, when a unanimous resolution is needed (s 87(2)). If the by-laws are varied, the variation must be lodged with the Lands Titles Office within 14 days of passing the resolution to vary the by-laws (s 39(2)). The variation only takes effect when the lodged variation is filed with the community plan by the Registrar-General (s 40(2)).

## WHAT CANNOT BE IN THE BY-LAWS

### Dealing with a community lot

A corporation cannot prevent or restrict a lot owner from selling or leasing their lot, or allowing someone to live in their lot, or mortgaging, or otherwise dealing with their lot (s 37(1)(a)). An exception to this rule is that the by-laws may prevent or restrict the owner of a lot from leasing or granting rights of occupation in respect of the lot for valuable consideration (that is, when the occupier will be paying rent or a fee) for a period of less than two months (s 37(2)(a)).

### Monetary obligations

The by-laws may not impose a monetary obligation on the owner or occupier of a lot except where:

- the by-law provides for the exclusive use of part of the common property (s 37(1)(b)) or
- the by-law deals with a lot owner's responsibility to pay an insurance premium, where the by-laws authorize or require the community corporation to act as agent for the owner in arranging the insurance policy (s 37(2)(b)).

### Access to a lot

The corporation may not prevent access by the owner or occupier or other person to a lot (s 37(1)(c)).

### Assistance dogs and therapeutic animals

The by-laws may not prevent an occupier of a lot who has a disability from having and using an assistance dog, or a therapeutic animal (s 37(1)(d)). Similarly, a visitor to a lot who has a disability may not be prevented from using their assistance dog or therapeutic animal (s 37(1)(e)).

- For the definition of 'disability', see s 5(1) *Equal Opportunity Act 1985* (SA).
- An 'assistance dog' is an accredited guide dog or hearing dog, or a disability dog under the *Dog and Cat Management Act 1995* (SA) (s 5(1) *Equal Opportunity Act 1985* (SA)).
- A 'therapeutic animal' is an animal, other than an assistance dog, certified by a medical practitioner as being required to assist a person as a consequence of the person's disability (s 88A *Equal Opportunity Act 1985* (SA)).

## BY-LAWS THAT REDUCE THE VALUE OF A LOT OR UNFAIRLY DISCRIMINATE AGAINST A LOT OWNER

Any by-laws that reduce the value of a lot or unfairly discriminate against a lot owner may be struck out by order of the Magistrates Court or the District Court (s 38(1)). The application to strike out the by-law must be made by a person who was a lot owner, which includes

a person who has contracted to purchase the lot, when the by-laws came into force. The application must be made within three months after the person (or either or any of the lot owners where the lot is owned by two or more persons) first knew, or could reasonably be expected to have known, that the by-laws had been made [s 38(2)]. An application to strike out a by-law would normally be made to the Magistrates Court as a minor civil action under s 142. If the matter were particularly complex or significant [s 142(5)], a lot owner could seek the permission of the District Court to commence proceedings there [s 142(3)]. Alternatively, the District Court could agree to transfer proceedings begun in the Magistrates Court to the District Court [s 142(4)].

## BREACHES OF THE BY-LAWS

If it is claimed that a lot owner or occupier (for example, a tenant) of a lot is in breach of the by-laws, the corporation may request that the person either do what is required under the by-laws, or stop doing what is not allowed under the by-laws. If the person continues to breach the by-laws, mediation may be sought. A penalty may be imposed by the corporation if there is provision for this in the by-laws. If necessary, the matter may be taken to the Magistrates Court (see [Disputes](#)).

### Penalties for breaching the by-laws

The by-laws of a strata corporation may impose a penalty of up to \$500 for contravention of or failure to comply with any by-laws [ss 34(3)(e), (9)]. If all the units in the scheme are non-residential, the penalty may be up to \$2 000 [s 34(9)]. These fines may be imposed on members of the community corporation, occupiers, visitors or any other person entering the community parcel [s 43].

If the by-laws state that the corporation 'may impose a penalty of up to \$500' for a breach of the by-laws, this does not mean that any penalty must be \$500. A corporation should ensure that the amount of any penalty imposed is reasonable in relation to the nature and extent of the breach. The amount of a penalty could be disputed in the Magistrates Court if it could be argued to be oppressive, unreasonable or unjust [s 142(1)] (see [Disputes](#)).

Note that it is the corporation that may impose a penalty for an alleged breach. If a corporation has a management committee, the management committee may act for the corporation. Thus, a duly called meeting of either the corporation or the management committee will be needed to impose a penalty for an alleged breach of the articles. A body corporate manager cannot impose a penalty for an alleged breach of the articles, although a manager may be given the power to issue and sign any penalty notice [see [Body Corporate Managers: Appointing a manager](#)].

## Notice of a penalty

The corporation must give notice of the imposition of a penalty using Form 11 of the *Community Titles Regulations 2003* (SA). The form is set out below.

### FORM 11 - PENALTY NOTICE

#### Section 34(6)(c)(i) of Act

To [insert name and lot number of the person to whom notice is given]

The [insert name of the community corporation giving notice] gives you notice that you have contravened or failed to comply with [specify the by-law or article that has been contravened or not complied with] by [set out the details of the contravention or non-compliance].

The penalty of [specify the amount of the penalty] is payable to the corporation by you not later than [specify the date for payment].

If you do not pay the penalty as required by this notice, the penalty is recoverable from you by the corporation as a debt. If this notice is served on you as the owner of a community lot, the penalty may be recovered by the corporation under section 114 of the *Community Titles Act 1996* (SA) (and interest will be payable on the penalty amount in the same way as if it were such a contribution).

Under section 34(6) of the Act you are entitled to apply to the Magistrates Court for revocation of this notice. The application must be made within 60 days after service of this notice. If you make such an application, the penalty specified in this notice is not payable unless the application is withdrawn or otherwise discontinued by you, or is dismissed or refused by the Court (and, in such a case, the penalty will be payable on the date on which the application is so withdrawn, discontinued, dismissed or refused or on the date for payment specified in the notice, whichever occurs later).

### Time for payment of a penalty

The date set for payment of the penalty must be at least 60 days after the date the notice is served [s 34(6)(c)(ii)].

### Non-payment of a penalty

If the penalty is not paid in time, the corporation may recover the amount as a debt. If the notice has been given to a tenant or a visitor, then, ultimately, action can be taken in the Magistrates Court (minor civil action jurisdiction) to recover the debt. If the notice has been given to the owner of a community lot, the penalty may be recovered by the corporation as if it were a contribution payable to the corporation, and interest will be payable on

the penalty amount in the same way as if it were such a contribution. [s 34(6)(d)]

### Applying to revoke a penalty notice

A person who has received a penalty notice may, within 60 days after service of the notice, apply to the Magistrates Court for revocation of the notice [s 34(6)(e)]. A representative of the corporation will be required to attend the hearing and will have to show that, on the balance of probabilities, the person committed the alleged breach [s 34(6)(f)].

When an application to revoke a penalty is made, the requirement to pay the penalty is suspended until the matter is resolved [s 34(6)(g)].

The Court must revoke the penalty if it is not satisfied that the person breached the by-laws as alleged, or if it is satisfied that the alleged breach is trifling [s 34(6)(e)].

A breach may be regarded as 'trifling' if the circumstances surrounding the breach were such that the person ought to be excused from the imposition of a penalty on any of the following grounds [s 34(7)]:

- there were compelling humanitarian or safety reasons for the conduct that allegedly constituted the breach or
- the person could not, in all the circumstances, reasonably have averted the breach or
- the conduct allegedly constituting the breach was merely a technical, trivial or petty instance of a contravention of or failure to comply with the relevant by-laws.

### Challenging the amount of the penalty or time to pay

If a person served with a penalty notice considers the amount of the penalty or the time given to pay the penalty to be oppressive, unreasonable or unjust, they may approach the corporation in the first instance (in writing to the secretary) to request that the amount and/or time be reviewed. If unsuccessful, an application may be made to the Magistrates Court to review the corporation's decision (see [Disputes](#)). While there is no time limit for such an application, be aware that the requirement to pay the penalty may not necessarily be suspended until the matter is resolved, and that interest may be payable on unpaid amounts. Legal advice would be useful in such matters.



# General Meetings

A general meeting of owners must be held within three months of the commencement of a primary community corporation's end of financial year [s 82(1)]. This meeting is referred to as the 'annual general meeting'. The annual general meeting of a secondary or tertiary community corporation must be held within six months after the commencement of each financial year [s 82(2)].

However, the by-laws of a corporation with only two lots may say that an annual general meeting does not have to be held [s 35(1)(a)].

The rules about calling general meetings apply to both the annual general meeting and any other general meeting of owners.

A general meeting may be called by [s 81(1)]:

- the presiding officer, treasurer or secretary of the corporation
- any two members of the management committee
- a member or members of the corporation the value of whose lot entitlement or combined lot entitlements is 20 per cent or more of the aggregate value of all the lot entitlements
- a member or members of the corporation who holds, or who together hold, 20 per cent or more of the total number of community lots in the scheme, or
- on the order of the Magistrates Court following an application under s 141 (see [Disputes](#)).

At least fourteen days written notice of a general meeting must be given [s 81(2)]. The notice must set out the day, time and place of the meeting, and the meeting agenda [ss 81(2), (4)].

The day, time and place of the meeting must be reasonably convenient to a majority of the members of the corporation [s 81(3)].

## AGENDA

The agenda of every general meeting must include [s 81(5)]:

- the text of any unanimous or special resolutions to be moved at the meeting

- a motion confirming the minutes of the previous general meeting.

In the case of the first statutory general meeting, the agenda must also include [s 80(2), reg 15]:

- the appointment of the presiding officer, treasurer and secretary
- the custody of the corporation's common seal and the manner of its use
- the corporation's recurrent and non-recurrent expenditure in its first financial year and the amount to be raised by contributions from owners of community lots to cover that expenditure
- the appointment of an auditor of the corporation's accounts in its first financial year or a special resolution that the accounts for that year need not be audited
- whether the policies of insurance taken out by the developer are adequate
- whether the corporation should establish a management committee
- the delegation of functions and powers by the corporation
- whether the by-laws of the scheme need amendment.

In the case of all subsequent annual general meetings, the agenda must also include [s 81(5)(d), reg 16]:

- presentation of the accounts for the previous financial year
- contributions to be paid by members for the current financial year
- presentation of copies of the corporation's insurance policies required by the Act (see [Community Corporation: Insurance](#))
- presentation of any expenditure statements required by the Act (see [Financial Management](#))
- if the corporation must have its annual statement of accounts audited (see [Financial Management](#)), the appointment of an auditor of the accounts for the current financial year
- the appointment of the presiding officer, treasurer and secretary of the corporation
- other appointments to be made or revoked by the corporation at the meeting
- discussion of the policies of insurance required by the Act to be held by the corporation
- the number of applications for relief made under Part

14 of the Act (see **Disputes**) and the nature of the claims or disputes the subject of those applications

- if it is proposed to enter into a contract, or renew or extend a contract, with a body corporate manager
  - > the text of the resolution to enter into, or renew or extend, the contract, and
  - > where and when a copy of the contract or proposed contract and the explanatory pamphlet (see **Body Corporate Managers**) can be viewed or obtained by members of the corporation
- proposed controls on expenditure by delegates of the corporation.

## QUORUM

To work out the quorum required for a general meeting, divide the total number of members entitled to attend and vote (see **Voting at General Meetings**) by two, ignoring any fraction resulting from the division, and add one [s 83(4)].

Members may be present in person or by proxy or, if applicable, via remote communication (see below).

If a quorum is not present, the meeting must be adjourned for at least 7 days, but no more than 14 days, and written notice given to members of another meeting. If a quorum is not present at the second meeting, those present are entitled to work as a 'quorum', which means they can legally make decisions. [ss 83(5), (6)]

## ATTENDANCE BY REMOTE COMMUNICATION

The by-laws of a corporation may make provision for attendance and voting at meetings by members by means of telephone, video-link, Internet connection or any similar means of remote communication. If the member complies with the requirements in the by-laws, they may attend and vote at a meeting by remote communication. [s 83(6a), reg 16A(3)(a)]

Alternatively, a member may request the secretary of the corporation, in writing, to attend and vote at the meeting by means of remote communication. If the secretary of the corporation makes the necessary arrangements to receive and record the member's attendance and voting at the meeting by remote communication, and the member complies with any requirements of the secretary in relation to the request, then the member may attend and vote at the meeting by remote communication. [s 83(6a), reg 16A(3)(b)]

A corporation is under no obligation to provide facilities for remote communication to members [s 83(6a)].

## CHAIRING OF GENERAL MEETINGS

### Presiding officer as chair

Generally, the corporation's presiding officer must chair meetings of the corporation [s 83(1)]. However, if the presiding officer is not present, another person at the meeting may be appointed to chair [s 83(3)]. Further, a motion may be moved at a meeting to allow the corporation's manager, or an employee of the manager, to chair. In this case, strict requirements must be followed.

### Body corporate manager as chair

If it is proposed that the corporation's manager, or an employee of the manager, will chair a meeting of the corporation, a majority of those present and entitled to vote at the meeting must agree to this [s 83(3a)].

In addition, if it is proposed that the manager or their employee chair the meeting, the manager or employee must inform the meeting, before any vote is taken [reg 16A(2)]:

- of any proxies the manager holds for the meeting, and that the proxies are available for inspection (in accordance with the rules for proxy voting)
- that the manager may only chair the meeting if a majority of those present and entitled to vote agree
- that the manager may only vote on the question of who is to chair the meeting if the manager holds proxies specifically allowing them to vote on this
- that he or she has no right to prevent any member from moving or voting on any question or motion.

### Disclosure of interest by chair

Any person chairing a meeting who has a direct or indirect pecuniary interest in any matter to be voted on at the meeting must disclose the nature of the interest to the members present at the meeting before the vote is taken, even if they themselves cannot or are not voting on the matter. Failure to do so is an offence with a maximum penalty of \$15 000. [s 85(2a)]

# Voting at General Meetings

The owner of a community lot is entitled to attend general meetings of the corporation, and is entitled to vote if there are no outstanding amounts payable to the corporation in respect of the lot [ss 84(1), (14)]. Lot owners generally have one vote [s 87(1)(a)]. However if the scheme is for commercial purposes this may be varied within the by-laws [s 87(1)(b)].

Where there is more than one owner of a lot and one of them has not been formally appointed to vote on behalf of all the owners (see [Proxy voting where there is more than one owner of a lot](#)), then [s 84(7)]:

- if only one of the owners attends a meeting, the vote is exercisable by that person
- if two or more of the owners attend a meeting, the vote is exercisable by one of them in accordance with an agreement between all the owners attending the meeting but, if there is no such agreement, none of them is entitled to vote.

The Act limits the voting power of the developer of a community scheme who owns one or more community lots. The developer is the person who was the registered proprietor of the land that now comprises the community parcel immediately before the lodgement of the plan of community division [s 3(1)]. The number of votes cast by the developer, and anyone 'associated' with the developer according to s 4(2), may not exceed the total of votes cast by other community corporation members [s 87(3)]. This is designed to prevent developers changing scheme descriptions and development contracts.

The owner of a development lot is not entitled to attend or to vote at general meetings in their capacity as the owner of that lot [s 84(2)].

## DISCLOSURE OF INTEREST

A lot owner who attends and is entitled to vote (other than as a nominee) at a meeting of a community corporation and who has a direct or indirect pecuniary interest in any matter to be voted on at the meeting must disclose the nature of the interest to the members present at the

meeting before the vote is taken [s 85(2a)(a)]. Failure to do so is an offence with a maximum penalty of \$15 000.

Similarly, anyone who presides at a meeting of a community corporation and who has a direct or indirect pecuniary interest in any matter to be voted on at the meeting must disclose the nature of the interest to the members present at the meeting before the vote is taken [s 85(2a)(b)]. Failure to do so is an offence with a maximum penalty of \$15 000.

An owner of a community lot is not obliged to disclose an interest held in common with all of the owners of the community lots [s 85(2b)].

## ABSENTEE VOTES

A lot owner may exercise an absentee vote by giving the secretary of the corporation written notice of the proposed vote at least six hours before the meeting [s 84(11)].

## WRITTEN BALLOTS

A lot owner attending a meeting of the corporation may demand a written ballot on any question [s 84(12)]. A person attending a meeting via remote communication such as telephone [s 83(6a), reg 16A(3)] may participate in a written ballot if it is provided for in the corporation's by-laws, or if approved and arranged by the secretary. If the situation of a written ballot is not covered in the by-laws or arrangements this may prevent someone attending via remote communication from participating in a written ballot. However, the person presiding at a meeting has the power to manage a written ballot as they think fit [s 84(13)].

## PROXY VOTING

A copy of each proxy nomination and any general power of attorney appointing a proxy applying in relation to a meeting must be made available by the secretary of the corporation (or, in the case of a nomination relating to the first statutory general meeting, the person initially presiding at the meeting) for inspection by persons attending the meeting before any matter is voted on at the meeting [s 85(10a)]. Failure to do so is an offence with a maximum penalty of \$500.

### Proxy voting where there is one owner of a lot

A member may appoint another person to vote on their behalf [s 84(3)]. Even if a proxy nomination has been made, a member may attend and vote at meetings on his or her own behalf [s 84(5)(g)].

A proxy nomination is effective for a period of 12 months or such lesser period as may be specified in the written notice of nomination [s 84(5)(f)]. However, the nomination may be revoked earlier at any time by the

lot holder, by giving written notice to the secretary; any contract or agreement purporting to prevent revocation is unenforceable [s 84(5)(e)].

In addition, if the corporation's manager, or an employee of the manager, is nominated as a proxy, the nomination ceases to have effect on the person ceasing to be the corporation's manager or an employee of the manager [s 84(6a)].

A member may specify conditions on the proxy nomination [s 84(5)(c)], for example, how the proxy is to vote on certain matters.

The nomination of a person as a proxy of a member must [s 84(5)]:

- be sent in writing to the secretary of the corporation (except for the first statutory general meeting, when written notice must be given to the person initially presiding at the meeting), and
- specify whether the nominated person is nominated to attend and vote:
  - > at all meetings, and in relation to all matters, on behalf of the lot holder, or
  - > only at specified meetings, or in relation to specified matters, on behalf of the lot holder
- if the proxy is required to vote in a particular way on a matter in which the owner has a direct or indirect pecuniary interest (other than an interest that the owner has in common with all the owners of the community lots), specify the nature of the owner's pecuniary interest.

Failure to comply with these requirements will invalidate the nomination [s 84(5a)].

#### **APPOINTMENT OF A PROXY BY GENERAL POWER OF ATTORNEY**

If an owner appoints a person as their attorney under the *Powers of Attorney and Agency Act 1984* (SA) specifically for the purpose of attending and voting at meetings, or specified meetings, of the community corporation, the appointment is effective for a period of 12 months or such lesser period as may be specified in the power of attorney, unless the power of attorney is revoked earlier [s 85(9a)].

If such a general power of attorney appoints a body corporate manager as the owner's proxy, a copy of the instrument of appointment must be given to the secretary of the corporation before the meeting, or the first of the meetings, to which it relates [s 85(9b)].

#### **Proxy voting where there is more than one owner of a lot**

Where there is more than one owner of a lot, a person (who may, but need not, be one of the owners) may be nominated

by all of the owners to vote on their behalf [s 84(4)].

The owners may specify conditions in relation to the nomination [s 84(6)(ba)].

The nomination of a person as a proxy of multiple owners must [s 84(6)]:

- be made by written notice to the secretary of the corporation by all of the owners of the lot
- specify the meeting or meetings to which it relates
- if a specified condition requires the nominated person to vote in a particular way in relation to a matter in which an owner has a direct or indirect pecuniary interest (other than an interest that the owner has in common with all the owners of the community lots), specify the nature of the owner's pecuniary interest.

The nomination may be revoked at any time by one of the owners by written notice to the secretary [s 84(6)(c)].

If the corporation's manager, or an employee of the manager, is nominated as a proxy, the nomination ceases to have effect on the person ceasing to be the corporation's manager or an employee of the manager [s 84(6a)].

#### **DISCLOSURE OF INTEREST BY A PROXY** **Declaration of a member's interest**

If the nomination declares a lot owner's pecuniary interest in a matter (because the proxy is required to vote in a particular way in relation to the matter and the member has a direct or indirect pecuniary interest in the matter [see above: s 84(5)(d); s 84(6)(bb)]), then the proxy must declare the member's interest before the vote is taken [s 85(1)(b)]. Failure to declare the member's interest is an offence with a maximum penalty of \$15 000.

#### **Declaration of a proxy's interest to the meeting**

Similarly, if the proxy has a direct or indirect pecuniary interest in any matter to be voted on at the meeting, they must disclose the nature of the interest to the members present at the meeting before the vote is taken [s 85(1)(a)(ii)]. Failure to do so is an offence with a maximum penalty of \$15 000.

#### **Declaration of a proxy's interest to the person who nominated them**

If a proxy has a direct or indirect pecuniary interest in any matter to be voted on at a meeting, they must, if it is practicable to do so, disclose the nature of the interest to the person who nominated them before the vote is taken. If this is not practicable, they must disclose the nature of the interest to the person who nominated them as soon as practicable after the vote is taken. Failure to do so is an offence with a maximum penalty of \$15 000. [s 85(1)(a)(i)]

# Types of Resolutions

## ORDINARY RESOLUTIONS

An ordinary resolution is one passed at a properly convened meeting of the corporation by a simple majority of the votes of members present and voting on the resolution [s 3(1)]. Decisions of a corporation are made by ordinary resolution unless the Act or by-laws specify otherwise.

## SPECIAL RESOLUTIONS

A special resolution is required to:

- vary the by-laws [ss 12(2), 39], except when the variation relates to the number of votes that may be cast in respect of each lot, when a unanimous resolution is needed
- allow an occupier of a lot who has been given exclusive use of part of the common property under s 36(1) to erect a building or install a fixture on the part of the common property of which they have exclusive use, or alter that part of the common property in any other way [s 36(4)]
- vary or end a development contract [s 50(2)]
- erect a building on or make any other improvements to (apart from establishing lawns or gardens) the common property [ss 75(3), (1)(c)]
- remove the presiding officer, treasurer or secretary from office [s 76(7)(h)]
- decide that the accounts for the corporation's first financial year need not be audited [s 80(2)(d)]
- revoke a decision that was originally required to be made by special resolution [s 89(2)]
- in relation to a strata scheme (except one solely or predominantly for non-residential purposes), authorize the erection, alteration, demolition or removal of a building, or changes to the external appearance of a building [s 102(1)]
- authorize acquisition of property (other than a freehold or leasehold interest in land) worth less than \$5,000 [s 112(3)(b), reg 18(2)(b)]
- dispose of excess funds in the administrative fund or the sinking fund [s 117]
- exceed the prescribed limitation on the corporation's expenditure [s 119, reg 21].

Special resolutions must be proposed by at least 14 days written notice to all community lot owners, including the text of the proposed resolution and the reasons for the proposed resolution [s 3(1), reg 2(2)].

### When there are only two community lots

When there are only two lots, both owners must agree to achieve a special resolution [s 3(1)].

### When there are three community lots

When there are three community lots and the owner of each lot is entitled to one vote, a special resolution is achieved if the resolution is passed at a properly convened meeting of the corporation at which either no vote, or only one vote, is cast against the resolution [s 88].

### When there are four or more community lots

When there are four or more community lots, a special resolution is achieved if the resolution is **passed** at a properly convened meeting of the strata corporation **and** the number of votes (if any) cast against the resolution is 25% or less of the total number of votes that could be cast at a meeting at which all lot owners are present and entitled to vote [s 3(1)].

## SPECIAL RESOLUTION EXAMPLE 1

**Example:** There are 60 lots and 31 lot owners attend, in person or by proxy or via remote communication (31 is the minimum required for a quorum).

If the number of lots is 60,

**then:** the total number of votes that could be cast at a meeting at which all lot owners are present and entitled to vote is 60

**and:** 25% of 60 = 15

**thus:** for the resolution to pass, only 15 votes may be cast against it.

Assuming the meeting has been validly called and 31 of the 60 lot owners are present,

**then:** 16 votes are required for the motion to pass (majority vote), and the motion fails if more than 15 vote against it.

| result of vote | against | for | abstain |
|----------------|---------|-----|---------|
| Pass           | 15      | 16  | 0       |
| Fail           | 15      | 15* | 1       |
|                | 16      | 15  | 0       |

\* Even though there are only 15 votes against, 15/31 votes in favour is not enough to pass the resolution.

## SPECIAL RESOLUTION EXAMPLE 2

**Example:** There are 60 lots and 40 lot owners attend, in person or by proxy or via remote communication.

If the number of lots is 60,

**then:** the total number of votes that could be cast at a meeting at which all lot owners are present and entitled to vote is 60

**and:** 25% of 60 = 15

**thus:** for the resolution to pass, only 15 votes may be cast against it.

Assuming the meeting has been validly called and 40 of the 60 lot owners are present,

**then:** 21 votes are required for the motion to pass (majority vote), and the motion fails if more than 15 vote against it.

| result of vote | against | for  | abstain |
|----------------|---------|------|---------|
| Pass           | 15      | 25   | 0       |
|                | 15      | 21   | 4       |
| Fail           | 14      | 20*  | 6       |
|                | 15      | 20** | 5       |
|                | 16      | 20   | 4       |
|                | 16      | 24   | 0       |

\* Although there are only 14 votes against, 20/40 votes is not enough to pass the resolution.

\*\* Although there are only 15 votes against, 20/40 votes is not enough to pass the resolution.

## UNANIMOUS RESOLUTIONS

A unanimous resolution is achieved if the resolution is passed without any dissenting (opposing) vote; that is, nobody must vote against the resolution.

The resolution must be proposed by at least 14 days written notice to all community lot owners, including the text of the proposed resolution and the reasons for the proposed resolution [s 3(1), reg 2(3)].

Any lot owner who does not attend (or send a proxy to vote), or attends and chooses not to vote, is not counted as a dissenting vote.

Unanimous resolutions are required to:

- decide to apply to the Registrar-General to amend the schedule of lot entitlements [s 21(3)]
- amend the scheme description [s 31]
- decide to apply for the amendment of a deposited community plan, when the corporation is the applicant [s 52(2)]
- decide to apply to amalgamate with another community plan [s 60(4)]
- decide to use the common property or the property of the corporation to produce income [s 75(4)(c)]
- vary the number of votes prescribed by the by-laws that may be cast in respect of each community lot [s 87(2)]
- revoke a decision that was originally required to be made by unanimous resolution [s 89(1)]
- decide to apply money received from an insurance claim for purposes other than making good the loss in respect of which the money was paid [s 105]
- grant an easement over the common property, or consent to the extinguishment of an easement that was granted for the benefit of the common property [s 110(1)]
- grant a right to occupy the whole or a part of the common property to the exclusion of all or some of the owners or occupiers of the community lots [s 111(1)]
- authorize acquisition of freehold or leasehold interest in land [s 112(3)(a)]
- authorize acquisition of property (other than a freehold or leasehold interest in land) worth \$5 000 or more [s 112(3)(b), reg 18(2)(a)]
- determine contributions other than on the basis of lot entitlement [s 114(3)]
- exceed the prescribed limitation on the corporation's expenditure [s 119, reg 21]

- in the case of a residential community scheme with not more than 6 community lots, decide not to have the statement of accounts for that financial year audited [s 138(4)(c)].

## WHEN A UNANIMOUS OR SPECIAL RESOLUTION IS NOT OBTAINED

Where a unanimous resolution is necessary but only the votes necessary for a special or ordinary resolution are obtained, or where a special resolution is required but only an ordinary resolution is passed, then a person included in the majority in favour of the resolution may apply to the Magistrates Court or the District Court to have the resolution declared sufficient to authorize the particular act proposed [s 149].

Notice of an application to convert the resolution must be served on every person who voted against the resolution, and every person who was entitled to vote but did not. The court may also order that any other person the court declares to have a sufficient interest in the proceedings be served with notice of the application. The court may direct that any such persons be joined as a party to the proceedings. [s 149]

# Management Committee

The corporation can choose to run all of its business through general meetings or it can, by ordinary resolution [s 90(2)], set up a management committee [s 90(1)] to carry out the functions and perform the duties of the corporation within the limits of the committee's powers [s 92(1)]. The committee cannot delegate its functions or powers, but the corporation can appoint someone, such as a body corporate manager, to assist the committee to carry out its role [s 92(3)].

## POWERS AND RESPONSIBILITIES OF THE MANAGEMENT COMMITTEE

The management committee has full power to transact any business of the corporation [s 92(2)], except that:

- the corporation may impose limitations in the by-laws on what the committee can do [s 92(2)], and
- the committee does not have the power to do anything for which a special or unanimous resolution is required [s 92(4)].

If a management committee is considering a controversial issue, such as raising special levies, it may be sensible to give advance notice of this to all lot owners.

## MEMBERSHIP OF THE MANAGEMENT COMMITTEE

A management committee is appointed by an ordinary resolution at a general meeting of the corporation [s 90(2)]. The corporation's office bearers (presiding officer, treasurer and secretary) must be members of the committee [s 90(3)]. All members of the committee must be natural persons (not, for example, companies) [s 90(3)]. In a residential, or mainly residential, scheme, the members of the management committee must be members of the corporation (lot owners), but, if a body corporate is a lot owner, the person appointed by it to vote at meetings is taken to be a member of the corporation [s 90(4)].

A member can be appointed for up to a year, with all positions becoming vacant no later than the next annual general meeting of the corporation [s 91(1)].

A vacancy will arise before the annual general meeting if the member:

- is an office bearer and ceases to be an office bearer [s 91(2)(d)]

- resigns in writing to the secretary [s 91(2)(e)] (note that an office bearer may not resign from the committee while continuing to act as an office bearer)
- dies or sells their lot [ss 91(2)(a), (c)]
- becomes bankrupt or applies to take the benefit of a law for the relief of insolvent debtors [s 91(2)(f)]
- is convicted of an indictable offence (an offence that may be heard before a jury) or is imprisoned for any offence [s 76(7)(g)].

A member may be removed by ordinary resolution of the corporation (not the committee) on the grounds of misconduct, or neglect of duty, or incapacity or failure to carry out satisfactorily the duties of the office [ss 91(2)(h), (3)].

If there is a casual vacancy in the membership of the committee, the management committee may appoint a suitable person to fill the vacancy [s 97].

## Duty of honesty

A committee member must at all times act honestly in the performance of their duties. Failure to do so is an offence with a maximum penalty of \$4 000, or, if an intention to deceive or defraud is proved, \$15 000 or four years imprisonment [s 96(1)].

A committee member must not make improper use of their official position to gain a personal advantage for themselves or another. Doing so is an offence with a maximum penalty of \$15 000 or four years imprisonment [s 96(2)].

## Immunity of committee members from liability

A committee member is not personally liable for an act or omission while acting, or purportedly acting, as a committee member unless the act or omission was dishonest or negligent [s 99(1)]. The corporation is liable for the acts or omissions of committee members, except in the case of dishonesty or negligence [s 99(2)].

## MEETINGS OF THE MANAGEMENT COMMITTEE

A management committee must keep minutes of its meetings [s 94(7)].

A management committee meeting may be called by the presiding officer, treasurer or secretary, or by any two members of the committee [s 93(1)].

At least three days written notice of a management committee meeting must be given [s 93(2)]. The notice must set out the day, time and place of the meeting, and the meeting agenda [ss 93(2), (4)].

The day, time and place of the meeting must be reasonably convenient to a majority of the members of the committee [s 93(3)].

## Chairing

The presiding officer chairs committee meetings, but in the absence of the presiding officer, the members present may appoint another member to chair the meeting [s 94(1)].

## Decisions and disclosure of interest

Decisions of the management committee are made by majority vote [s 94(3)].

It is an offence with a maximum penalty of \$15 000 if a committee member who has a direct or indirect pecuniary interest (apart from an interest arising solely from the fact that the member is also a member of the community corporation [s 95(4)]) in a matter under consideration by the committee does not disclose the nature of the interest to the committee or takes part in any discussions or decisions of the committee in relation to that matter [s 95(1)].

Any disclosure of interest must be recorded in the minutes of the committee [s 95(3)].

## Decisions without meeting

A decision may be made by a committee without meeting if [s 94(6)]:

- written notice setting out the proposed decision is served on every committee member, and
- within seven days after the notice is served on all members of the committee a majority of the members give written notice to the secretary setting out the proposed decision and expressing their agreement with it.

## Proxies

A committee member may appoint another committee member or a member of the community corporation to act as their proxy at a committee meeting that the member is unable to attend [s 94(5)].

## Quorum

To work out the quorum required for a management committee meeting, divide the total number of members of the committee by two, ignoring any fraction resulting from the division, and add one [s 94(2)].

### EXAMPLE 1

**If the corporation has resolved that the management committee has five members, then:**

- divide 5 by 2 (= 2 ½)
- ignore the half (= 2)
- add one (= 3)

So the quorum for a management committee with five members is three.

### EXAMPLE 2

**If the corporation has resolved that the management committee has eight members, then:**

- divide 8 by 2 (= 4)
- add one (= 5)

So the quorum for a management committee with eight members is five.

# Financial Management

## SINKING FUND AND ADMINISTRATIVE FUND

A community corporation must establish a sinking fund (for non-recurrent expenditure only) and an administrative fund (for all other expenditure) [ss 116(1)-(2)]. However, the by-laws of a corporation with only two lots may exempt the corporation from the requirement to have an administrative and sinking fund [s 35(1)(d)].

Non-recurrent expenditure is expenditure for a particular purpose that is normally made less frequently than once a year [s 3(1)]. Recurrent expenditure is expenditure for a particular purpose that is normally made every year or more frequently [s 3(1)].

Money received by a corporation, including contributions of lot owners, must generally be credited to the sinking or administrative fund according to the purpose for which the money will be used [s 116(4)].

## EXPENDITURE STATEMENTS

An expenditure statement must be presented by a corporation to each annual general meeting of the corporation. The statement must include [s 113(1)]:

- for the current financial year, the estimated expenditure of a recurrent nature and the estimated expenditure of a non-recurrent nature
- the estimated expenditure in future years for which funds should be raised now and held in reserve
- the amount to be raised by way of contributions from lot owners to cover the current financial year expenditure and reserve funds.

Some corporations must also include a forward budget (a 'sinking fund' budget) as part of the expenditure statement.

### Forward budget (sinking fund budget)

For corporations with seven to twenty lots, and with improvements on the common property insured for \$100 000 or more, a forward budget must be presented at each annual general meeting, as part of the expenditure statement. The forward budget must include proposed expenditure (other than recurrent expenditure) for a three year period. New information must be



presented about proposed non-recurrent expenditure every three years. [s 113(1)(aa), reg 18A].

For corporations with more than twenty units, and with improvements on the common property insured for \$100 000 or more, the forward budget presented at each annual general meeting must include proposed expenditure (other than recurrent expenditure) for a five year period. New information must be presented about proposed non-recurrent expenditure every five years. [s 113(1)(aa), reg 18A]

### EXEMPT CORPORATIONS

Community corporations with six or less community lots and community corporations with buildings and improvements on the common property insured for less than \$100 000 are not required to present a forward budget as part of their expenditure statement at their annual general meeting [reg 18A(3)].

### AUDIT OF ACCOUNTS

A community corporation must have its annual statement of accounts audited unless it is exempted from this requirement [s 138(1)].

The auditor must be a registered company auditor within the meaning of the *Corporations Act 2001* (Cth) [s 138(2)]. A member of the corporation and any person who has a personal or pecuniary interest in the results of an audit must not be appointed as auditor [s 138(3)].

### Exempt corporations

An annual statement of accounts in respect of a financial year need not be audited in any of the following circumstances.

- If the aggregate of the contributions made or to be made by members of the corporation in respect of that year does not exceed \$20 000 AND the balance standing to the credit of the administrative fund at the commencement of that year does not exceed \$20 000 AND the balance standing to the credit of the sinking fund at the commencement of that year does not exceed \$20 000 [s 138(4)(a), reg 24].
- If all community lots are owned by the same person [s 138(b)].
- If the community scheme consists only of lots used for residential purposes AND there are not more than 6 community lots AND the community corporation, by unanimous resolution, resolves not to have the statement of accounts for that financial year audited [s 138(4)(c)].

- If the by-laws of a community corporation with two lots exempt the corporation from the requirement to have its statement of accounts audited [s 35(1)(c)].

### Authorizing expenditure

Depending on the amount the corporation proposes to spend, different types of resolutions are needed in order to authorize the expenditure [s 119, reg 21].

If the proposed expenditure is less than the number of community lots in the scheme x \$2000, an ordinary resolution is required.

If the proposed expenditure is more than the number of community lots in the scheme x \$2000 and less than the number of community lots x \$5000 then a special resolution is required.

If the proposed expenditure is more than the number of community lots in the scheme x \$5000, then a unanimous resolution must be passed to authorize the expenditure.

# Body Corporate Managers

Many corporations choose to appoint a manager to assist in running the affairs of the corporation, or to assist the management committee in carrying out its role.

A manager can only carry out the powers and functions delegated to them by the corporation and stated in the contract appointing them. A manager does not have any powers independent of the corporation. Managers have to act in the best interests of the corporation; if they do not, they can potentially be sued for negligence by the corporation.

The legal responsibilities of the corporation do not change with the appointment of a manager. The corporation must still have a presiding officer, a secretary and a treasurer, who must all be members of the corporation, and it is still legally liable for decisions made on its behalf.

## APPOINTING A MANAGER

Managers can be appointed at a general meeting by an ordinary resolution [s 78A(3)].

The appointment should specify the powers or functions being delegated to the manager. The delegation may have conditions imposed upon it [s 78A(5)(a)]. Even if a delegation of a function or power has been made, this does not prevent the corporation from carrying out the function or power itself [s 78A(5)(b)].

A community corporation may delegate the following functions and powers to a manager [s 78A(2)]:

- the receipt and holding of money and other personal property on behalf of the corporation
- payment of money on behalf of the corporation
- the preparation of statements of expenditure and proposed expenditure and statements of accounts
- the collection of money due to the corporation
- entering into contracts of insurance with insurers on behalf of the corporation
- maintaining and keeping records on behalf of the corporation

- issuing and signing notices on behalf of the corporation
- preparing minutes of meetings of the corporation
- providing information as required by the Act on behalf of the corporation
- investing money on behalf of the corporation
- arranging for the maintenance and repair of the common property on behalf of the corporation.

A manager cannot be given power to do anything that requires a special or unanimous resolution of the corporation [s 78A(4)].

If it proposed to appoint a manager (or extend or renew a manager's contract) at an annual general meeting, then the agenda for the meeting must include certain items relating to the relevant contract and controls on expenditure [s 81(5)(d), reg 16] (see [General Meetings](#)).

## Documents to be provided

The following requirements must be met when appointing a paid manager, or renewing or extending a contract with a paid manager.

At least five clear days before the date of the meeting at which the corporation is to consider whether or not to enter into a contract with a manager, the manager must make available for inspection by members [s 78B(8), reg 14(1)]:

- a pamphlet setting out the role of the manager and the rights of the corporation
- a copy of the proposed contract, which must have attached to it a copy of the schedule to the policy of professional indemnity insurance maintained by the manager.

## THE PAMPHLET

The pamphlet must specify the rights of the corporation to [reg 14(4)]:

- inspect records held by the manager
- revoke the delegation of a particular function of the manager
- appoint the manager as a proxy and revoke that appointment
- be informed of any payment that the manager receives from another trader for placing the corporation's business
- terminate the contract
- apply to the Magistrates Court for a resolution of any dispute.

**THE CONTRACT**

The contract must [s 78B(3), reg 14(3)]:

- be in writing
- specify the term of the contract
- set out the functions or powers to be delegated
- specify the rights of the corporation if it wishes to end the contract after 12 months
- set out the remuneration payable to the body corporate manager in respect of the work performed in exercising the delegated functions or powers, or set out the basis on which such remuneration is to be calculated
- contain a statement verifying that the body corporate manager is insured under a policy of professional indemnity insurance as required by the Act and an undertaking by the body corporate manager that the body corporate manager will maintain that insurance throughout the life of the contract
- contain an undertaking by the body corporate manager that the body corporate manager will allow any member of the corporation to inspect, at any time during ordinary business hours, the records of the corporation in the possession or control of the body corporate manager and specifying how an inspection can be arranged
- have annexed to it a copy of the schedule to the policy of professional indemnity insurance maintained by the manager.

**THE PROFESSIONAL INDEMNITY INSURANCE POLICY SCHEDULE**

The professional indemnity insurance policy schedule must state [reg 14(1)]:

- the name of the body corporate manager
- the name of the insurer
- the nature of the policy
- the amount for which indemnity is provided under the policy.

**DUTIES OF MANAGERS****Professional indemnity insurance**

A manager must have professional indemnity insurance of at least \$1.5 million per claim during a period of 12 months [reg 14(2)]. A corporation's manager must maintain this level of professional indemnity cover while working for the corporation; if not, the manager does not have to be paid for any period of time they were not covered [s 78B(2)(c)].

**Duty to act in the best interests of the corporation**

When doing work for the corporation, a manager must [s 78C(2)]:

- act honestly and in good faith
- exercise due care and diligence
- not make improper use of their position to gain, directly or indirectly, an advantage personally or for any other person.

**Disclosure of interest**

If a manager, or their employee or agent, has a direct or indirect pecuniary interest in a matter in relation to which they propose to perform delegated functions or powers, the manager must disclose the nature of the interest, in writing, to the corporation before performing the functions or powers [s 78D(1)]. Failure to do so is an offence, with a maximum penalty of \$15 000.

**EXAMPLE 1:**

If a manager (or their employee or agent) would receive a commission from a building maintenance company for contracting them to maintain the corporation's common property, the manager would have to inform the corporation in writing about the commission before entering into a contract with the company.

**EXAMPLE 2:**

If a manager (or their employee or agent) has an interest in a maintenance company, such as a company set up by the manager, the manager must inform the corporation in writing about the interest before entering into a contract with the company. The relationship between the manager and the company may not be obvious, particularly if the company has an unrelated name.

**EXAMPLE 3:**

If a manager (or their employee or agent) is related to a service provider such as a plumber or builder, then the manager must inform the corporation in writing about the relationship before entering into a contract with the service provider.

**Access to records****CORPORATION RECORDS**

A manager who holds records of the corporation must, at the request of any member of the corporation, make those records available for the member to inspect within 10 business days of the request, and provide the member with a copy of any of the records on payment of a fee (the maximum fee is regulated) [s 78D(7), reg 14A(3)]. Failure to do so is an offence with a maximum penalty of \$500.

### THE MANAGER'S DEALINGS WITH THE CORPORATION'S MONEY

If a corporation member requests, a manager must provide the member, on a quarterly basis, with a statement setting out details of the manager's dealings with the corporation's money. The manager must continue to provide the statements until the person ceases to be a member or revokes their request [s 78D(5)]. Failure to provide this information when requested is an offence with a maximum penalty of \$500.

### PROFESSIONAL INDEMNITY INSURANCE POLICY

The body corporate manager must, at the request of any member of the corporation, make a copy of the body corporate manager's policy of professional indemnity insurance available for inspection and copying by the member within three business days of the request [s 78B(9)]. Failure to do so is an offence with a maximum penalty of \$500.

### Trust account audits

Managers or any agent who is authorized by the corporation to receive and hold money on behalf of the corporation are under strict legal obligations. Detailed and complete records must be kept of all financial transactions in relation to the corporation [ss 126(1), (2)] and these records must be kept by the manager or agent for at least five years [s 126(4)]. An audit report of the manager's trust account in relation to a corporation must be forwarded to the secretary of the strata corporation each financial year [s 127(1)(b)]. Any manager or agent who fails to comply with any of these requirements is guilty of an offence with a maximum penalty of \$8 000.

In addition, a statement setting out details of dealings by the manager or agent with the corporation's money must be produced to the corporation upon request by the corporation, and within five business days of the request [s 126(3)]. Failure to do so is an offence with a maximum penalty of \$500.

### ENDING A MANAGER'S CONTRACT

A corporation's contract with a manager must state the term of the contract [s 78B(3)(b)]. If a corporation wishes to end a contract before the end of the term because it believes the manager is not performing well, it would be advisable for the corporation to obtain legal advice. If the corporation believes the manager has breached their duty to act in the best interests of the corporation, or any other duties under the *Community Titles Act 1996* (SA), the corporation is entitled to seek to end the contract. If the corporation and the manager cannot agree about a proposed termination, or the terms of a termination, the dispute resolution process set out in the

Act may be used (see **Disputes**). This process involves making an application to the Magistrates Court (minor civil action jurisdiction).

A corporation may, by ordinary resolution, end a manager's contract that is for a period of over 12 months, which is taken to include any renewal period at the option of the manager, after the contract has run for 12 months. The corporation must give at least 28 days written notice of the termination, although the notice period can be less if agreed in the contract. [ss 78B(4), (5), (7)]

### Return of corporation records and trust money

If a corporation revokes the delegations it has given to a manager (effectively, if the corporation dismisses the manager or if the contract between them is not renewed), then the manager must return all corporation records and trust money within 10 business days of the delegations being revoked [s 78D(6); reg 14A(1)-(2)]. Failure to do so is an offence with a maximum penalty of \$2 000.

Records must either be returned by mail sent by registered post, or be made available for collection [reg 14A(1)].

Trust money must either be returned by electronic funds transfer, or by cheque sent by registered post, or be made available for collection [reg 14A(2)].

# Owners' rights and responsibilities

The key rights of lot owners are contained in the by-laws of the corporation and in provisions of the Act related to access to information (see [Community Corporation: Access to information](#)).

## RIGHT OF ENTRY in relation to service infrastructure

A lot owner may need to enter a lot in order to set up, maintain or repair service infrastructure. If so, the lot owner wishing to enter must give notice to the other owner [s 146(1)(a)]. Similarly, if a lot owner needs to enter the common property because they have the right to set up, maintain or repair service infrastructure, the lot owner must notify the corporation [s 146(1)(a)], unless they have the right to enter the common property [s 146(2)(c)(i)]. The amount of notice required is whatever is reasonable in the circumstances [s 146(3)].

If the situation is an emergency and there is no time to give notice, then notice need not be given [s 146(2)(a)]. A lot owner may agree that their lot can be entered without notice [s 146(2)(b)], as may the corporation in relation to the common property [s 146(2)(c)(ii)].

If the owner or a person acting on the owner's behalf cannot enter the lot without using force, such force as is reasonable in the circumstances may be used [s 146(4)]. Any damage caused by the use of force must be made good as soon as practicable by the owner, unless the need for force was the result of an unreasonable act or omission on the part of the owner of the lot that was entered [s 146(5)].

## in an emergency

In an emergency, the owner or occupier of a lot may enter another lot or the common property to assist a person on the lot or common property, or to prevent or reduce damage to the lot or another lot or to the common property [s 146(6)].

An owner or occupier who uses force when entering a lot or the common property, or a building on a lot or the common property, to assist in an emergency is not liable

for any damage caused if they acted reasonably in the circumstances [s 146(7)].

## to a lot via common property

A person who is entitled to enter a lot is entitled, where reasonably necessary, to enter the common property in order to gain access to the lot.

## MAINTENANCE AND REPAIRS

Owners of a lot are responsible for the maintenance and repairs of their own property, and must keep the lot, and buildings and improvements on the lot, in good order and condition [s 134(1)], unless the corporation's by-laws have transferred this responsibility to the corporation [s 134(2)]. If owners do not fulfil their responsibilities of maintenance and repair, the community corporation may require the work be done within a set time [s 101(1)(a)] (see [Community Corporation: Powers of the corporation](#)).

An occupier of a lot must keep the external part of the lot and of any building or other improvement on the lot in a clean and tidy condition [s 134(4)]. If a tenant is occupying the lot and does not fulfil this requirement, the corporation can require the lot owner to remedy the situation [s 101(1)(b)(i)] (see [Community Corporation: Powers of the corporation](#)).

## INSURANCE

Where support or shelter required by an easement pursuant to the Act is provided by a building situated on a lot, the owner of the lot must insure the building against risks that a normally prudent person would insure against for the full cost of replacing the building with new materials and must insure against incidental costs such as demolition, site clearance and architect's fees [s 106(1)]. Failure to do so is an offence with a maximum penalty of \$15 000.

A lot owner who is required to insure a building under s 106(1) must provide a photocopy of the current certificate of the insurance that they have taken out to the community corporation as soon as practicable after taking out the policy and after any subsequent change to the terms and conditions of the policy [s 106(2)(a), reg 17]. Failure to do so is an offence with a maximum penalty of \$500.

A lot owner must also provide a photocopy of the current certificate of the insurance policy to another owner or prospective owner, or the registered mortgagee or prospective mortgagee, of a community lot or a development lot that benefits from the easement. The copy must be provided within five business days after the making of the request [s 106(2)(b), reg 17]. Failure to do so is an offence with a maximum penalty of \$500.

## COMPLIANCE WITH THE BY-LAWS

Lot owners have certain responsibilities as outlined in the corporation's by-laws, with which they are required to comply [s 43(1)]. The corporation may require and enforce work on a lot to remedy a breach of the corporation's by-laws, even if the breach was by a former lot owner, an occupier (tenant) or former occupier [s 101(1)(b)(i)] (see **Community Corporation: Powers of the corporation**).

## NON-INTERFERENCE

An owner or occupier of a lot must not use, or permit the use of, the lot or the common property in a way that causes a nuisance or interferes unreasonably with the use or enjoyment of another lot or the common property [s 133].

An owner or occupier of a lot must not interfere, or permit interference, with support or shelter provided for another lot or for the common property [s 132(1)], or with the service infrastructure or a service provided by means of the service infrastructure in a way that may prejudice the use or enjoyment of another lot or the common property [s 132(2)].

## CONTRIBUTIONS

Lot owners must keep up their contributions to the corporation. If the funds are not paid, they are recoverable as a debt [s 114(8)], which means the corporation can sue the lot owner for the money, possibly with interest added at a rate reasonably decided by the corporation [s 114(4)(b)]. If you buy a lot and there is a contribution owing, you as the new owner are legally responsible for that contribution [s 114(7)]. Check carefully before buying any lot, as there may be debts outstanding in relation to it.

## DEBTS OF THE CORPORATION

Lot owners are guarantors of their community corporation's liabilities, which means the corporation's debts are enforceable against each of the lot holders directly [s 77].

If the corporation does not or cannot pay its debts, the individual lot owners are personally responsible. The corporation's debts are enforceable against each or any of the lot owners directly [s 77(1)]. If the corporation has a debt, the lot owners have, amongst themselves, the right of contribution to the debt based on their respective lot entitlements [s 77(2)].

## STRUCTURAL WORK Community schemes

Lot owners in a community scheme may carry out structural work on their lots, subject to Council approval

where necessary and compliance with the scheme description and by-laws. The scheme description must specify the standard of buildings and other improvements that may be erected on a lot [s 30(1)(d)]. The by-laws may also regulate [s 34(3)(a)]:

- the position, design, dimensions, methods and materials of construction and external appearance of buildings or other improvements on community lots
- the maintenance and repair of buildings or other improvements on community lots
- landscaping, including the establishment, care and maintenance of lawns, gardens and other areas on community lots.

In addition, the by-laws may impose requirements or restrictions relating to the appearance of community lots or buildings or other improvements situated on community lots [s 34(3)(b)].

## Community strata schemes (residential)

Lot owners in a residential community *strata* scheme must seek permission from the corporation before carrying out the erection, alteration, demolition or removal of a building, or altering the external appearance of a building [ss 102(1), (7)]. The corporation will need to pass a special resolution to authorize the work [s 102(1)(b)]. An exception is if work is required because of an order under the *Housing Improvement Act 1940* (SA), when no permission is needed [s 102(1a)].

If a lot owner carries out work without permission, the corporation may, by notice in writing to the owner of the lot, require them to carry out, within a reasonable period fixed in the notice, specified work to remedy any structural deficiency caused by the work or to restore the lot to its previous state [s 102(2)].

If the lot owner does not comply with the corporation's notice within the time allowed in the notice, the corporation may authorize workers to enter the lot to carry out the specified work [s 102(3)], as long as reasonable notice of the proposed entry is given to the lot owner [s 102(4)].

If force is necessary to enter a lot to carry out work in the corporation's notice, an order authorizing the entry must be obtained from the Magistrates Court [s 102(5)].

Any cost reasonably incurred by the corporation in having the work carried out may be recovered as a debt from the owner of the lot [s 102(6)].

# Disputes

## MEDIATION

Mediation SA can assist to resolve disputes between the corporation and a lot owner or occupier, or between owners or occupiers. In addition, the Service can assist if one of the parties to a dispute is not associated with the community corporation, such as the owner of a neighbouring property. Mediation SA provides a free, confidential and unbiased service available to all residents of South Australia (see [Contacts](#)).

Mediation is particularly worth considering for disputes in relation to community titles as it is more likely than legal action to enhance and preserve positive relationships.

Mediation is a voluntary process where trained mediators work with people to help them resolve their differences. Mediation SA can become involved in a dispute at the request of at least one of the parties. If an approach is made to Mediation SA, the Service can write to invite the other party to discuss the problem and participate in mediation. Because attendance is voluntary from both sides, any party may withdraw from the resolution process at any time.

The role of the mediator is to listen, ask questions and ascertain the facts, not to blame anyone or take sides. With all the information provided by the parties, the mediator can help people to put together an agreement. The agreement is not legally binding, but is made in good faith.

The advantages of mediation as a way to resolve disputes are:

- it can save on court and solicitor cost for both parties
- it can contribute to the early resolution of problems, thereby reducing stress and anxiety
- it allows both parties to take responsibility for their role and gives them the opportunity to resolve their own disputes
- mediation sessions are conducted in private, unlike court proceedings.

If no resolution can be worked out then an application may be made to the court to decide the matter.

## COURT PROCEEDINGS

### Who can make an application to the court?

Not all disputes can be taken to court. Those who can make an application are [s 141]:

- the corporation
- the owner or occupier of a community lot
- the owner or occupier of a development lot
- a person who has contracted to purchase a community lot or a development lot
- any other person bound by the by-laws of a community scheme, except for persons invited to or visiting the community land.

### What disputes can be taken to court?

Only the types of disputes outlined in the Act may be heard by the court – these are situations where [s 142(1)]:

- a breach of the Act or the corporation by-laws is alleged
- an occupier claims to have been prejudiced by a wrongful act or omission of the corporation, management committee, the developer, or the owner or occupier of another lot
- a member of a community corporation claims that a decision of the corporation or the management committee is unreasonable, oppressive or unjust
- the community corporation and a corporation member, or two or more corporation members are in dispute about the occupation or use of a lot, or the position in which a cable, wire, pipe, sewer, drain, duct, plant or equipment should be laid or installed, or
- an order authorizing a person to use force to enter a lot or a building on a lot is sought.

### Which court hears disputes?

An application to resolve a dispute must usually be made to the Magistrates Court [s 142(2)]. An application is heard as a minor civil action [s 149A], unless it involves enforcement of a development contract under s 49(2), when it is heard in the general claims jurisdiction of the Magistrates Court.

If the matter is particularly complex or significant [s 142(5)], an applicant can seek the permission of the District Court to commence proceedings there [s 142(3)], or a party may seek to transfer a matter from the Magistrates Court to the District Court [s 142(4)].

A court may, on its own initiative or on an application by a party to the proceedings, transfer a matter to the Supreme Court on the ground that the application raises a matter of general importance [s 142(6)(a)]. Similarly, a court may, on its own initiative or on an application by a party to the proceedings, state a question of law for the opinion of the Supreme Court [s 142(6)(b)].

A court may decline to proceed with an application to resolve a dispute if it considers that it would be more appropriate for proceedings to be taken in another court or tribunal [s 142(15)].

### Orders that can be made

The court has power to make a range of orders under s 142.

A person who fails to comply with an order under s 142 is, in addition to being liable to punishment for contempt [s 142(14)], guilty of an offence with a maximum penalty of \$15 000 [s 142(13)].

- If appropriate, the court may attempt to achieve settlement of the proceedings by agreement between the parties [s 142(8)(a)].
- The court may order that reports or other information be provided for the purposes of the proceedings. In addition, it can order that accounts be audited or that a person be reimbursed for the costs of having any accounts audited. [ss 142(8)(b)-(ba)]
- The court may [ss 142(8)(c)-(d)]:
  - > specify action that a party must take to remedy any default, or to resolve any dispute, or
  - > specify action that a party must refrain from doing.
- The court may give judgment on any monetary claim [s 142(8)(f)].
- The court may determine the position in which a cable, wire, pipe, sewer, drain, duct, plant or equipment is to be laid or installed [s 142(8)(g)].
- The court may:
  - > make a declaration as to the validity of any decision or purported decision of the corporation [s 142(da)]
  - > vary or reverse any decision of the corporation, or of the management committee of the corporation or of a delegate of the corporation [142(8)(e)(ii)].

In relation to by-laws, the court may:

- make a declaration as to the validity of any by-law or purported by-law of the corporation [s 142(da)]
- alter the by-laws of the community scheme, and make any necessary consequential changes to the scheme description and development contracts [142(8)(e)(i)], but only if [s 142(9)]:
  - > the corporation is a party to the proceedings or the court is satisfied that the corporation has been given a reasonable opportunity to become a party to the proceedings, and

- > if it appears to the court that the alteration could adversely affect a member of the corporation who is not a party to the proceedings, the court is satisfied that the member has been notified of the possibility that such an order could be made and has been given a reasonable opportunity to make submissions to the court in relation to the matter, and
- > the court is satisfied that the order is essential to achieving a fair and equitable resolution of the matters in dispute.

In relation to contracts, the court may [s 142(8)(ea)]:

- vary, avoid or terminate a contract entered into (regardless of when it was entered into) between a community corporation and any of the developer, an associate of the developer, the body corporate manager, or an associate of the body corporate manager, but only if:
  - > the court is satisfied that the contract involves a breach of fiduciary duties or other duties under the Act [s 142(9a)].

The court may also [ss 142(8)(h)-(i), s 142(10)]:

- make orders as to costs
- make any incidental or ancillary orders
- in an urgent case, make an interim order to safeguard the position of any person pending its final decision.

### APPOINTMENT OF AN ADMINISTRATOR

The District Court or the Magistrates Court may appoint an administrator to administer the affairs of the corporation [s 100(1)] in cases where governance has broken down to an extent that the group is not functioning. An administrator has, while the appointment remains in force, full and exclusive power to administer the affairs of the community corporation, including power to do anything for which a special or unanimous resolution of the corporation is required [s 100(2)].

An application to appoint an administrator may be made by [s 100(1)]:

- a community corporation
- a creditor of a community corporation
- the owner of a community lot or a development lot, or
- a person who holds a registered encumbrance over a community lot or a development lot.

# Converting from Strata Title

When the *Community Titles Act 1996* (SA) came into operation, it did not affect existing strata corporations. However, from 1 January 2002 no new strata schemes have been allowed under the *Strata Titles Act 1988* (SA). Community titles have been created instead.

A strata scheme and a community strata scheme are similar, as the boundaries are defined by reference to structural divisions in a building, whereas in a community scheme lot boundaries are determined by surveyed land measurements and generally do not relate to a structure.

Existing strata corporations may, by an ordinary resolution of the strata corporation, become a community strata scheme, which means the corporation will be covered by the *Community Titles Act 1996* (SA) and not the *Strata Titles Act 1988* (SA) [*Community Titles Act 1996* (SA) sch cl 2]. The resolution does not take effect until a copy of the resolution is lodged with the Registrar-General and filed with the strata plan. The resolution will not change the boundaries of the units or the common property. If it is desired that the boundaries be changed, an amendment to the plan and the appropriate application must be lodged at the Lands Titles Office.

The articles that existed under the *Strata Titles Act 1988* (SA) continue as its by-laws but may be amended if required [sch cl 2(3)(e)]. Similarly, the officers of the strata corporation continue as the officers of the community corporation [sch cl 2(3)(g)].

Any proceedings commenced under the *Strata Titles Act 1988* (SA) in relation to a strata corporation before it converted to a community corporation may be continued and completed under the *Strata Titles Act 1988* [sch cl 5].

# Development of the Community Title

and two secondary corporations, one for the residential lots and one for the retail lots. A tiered management structure may also be set up where there is a large number of lots in a community parcel, even if each of the lots is used for the same purpose.

Each level of the scheme has its own common property, which its corporation will manage. Schemes of more than one level can be complex and prospective purchasers should seek independent legal advice before buying into a scheme of this nature.

The *Community Titles Act 1996* (SA) allows for the future development of a scheme in two ways:

- staging
- tiering.

## STAGING

Staging involves the inclusion of a development lot that is to be divided at a later time to create extra lots within that scheme.

## TIERING

Tiering allows for the management of large or mixed land use developments. It allows a lot in a community or community strata scheme to be further divided to create a subservient scheme and managerial structures ('tiered' management). The first community plan lodged over an allotment is a primary plan of community division, which creates primary lots, primary common property and a primary community corporation. A lot in a primary scheme can be divided by a secondary scheme to create lots and common property and a community corporation at a secondary level. A lot in a secondary scheme can further be divided by a tertiary scheme to create lots and common property and a community corporation at a tertiary level. Corporations in the lower tiers will be members of the corporation of the tier above.

Primary lots do not have to be further divided into secondary lots, and most divisions do not go beyond the primary level. Most residential schemes, consisting only of a moderate number of residential lots, will be a primary community corporation and have only one level of management. Complex schemes involving residential, commercial and even recreational uses could form secondary or tertiary community corporations. For example, a development with a large retail section and fifteen smaller residential lots would most likely have one primary corporation covering the entire development

# Common Questions

## BUILDING ON A LOT

I want to build an addition onto my house, which is part of a community scheme. Can I just go ahead and organise the building work, without involving the corporation? My friend is in a community strata scheme, and I know she cannot alter the outside of her unit without agreement from the corporation, but community schemes are different, aren't they?

In a community scheme, the corporation's approval is not needed. However, as well as any Council approval that may be needed, any building work must comply with the requirements of the scheme description. In addition, the corporation's by-laws may include requirements in relation to building work.

## BUYING A COMMUNITY TITLE

What do I need to be aware of if I wish to purchase a lot in a community plan?

There are various things that must be considered. They include:

### PROPERTY MATTERS

- The type of scheme – is it a community scheme or a community strata scheme? This will indicate what a lot owner actually owns.
- The by-laws and, if applicable, scheme description and development contract(s) for the scheme. It is advisable to obtain independent advice about the content of these documents.
- The level of the scheme. Is it a primary, secondary or tertiary scheme? If a secondary or tertiary scheme, have I seen the plans, development contract(s) (if any), by-laws and scheme description of the scheme or schemes above?
- Have I seen a copy of the plan that defines my unit or lot? Do the boundaries of the unit/lot agree with boundaries shown on the plan?
- What constitutes the common property?
- Do the scheme description or by-laws limit the type of structures I can build on my lot?

### FINANCIAL MATTERS

- The statement of accounts and financial records of the corporation and those of any scheme above.
- What must I contribute to the upkeep, maintenance and management of the common area in the scheme? In the case of a secondary or tertiary scheme this will also include contributions that the scheme is required to make to the scheme(s) above.
- How do the contributions and other charges compare with other corporations?

- Are there any unpaid contributions owing on my unit or lot?
- Is the corporation planning any major expenditure that I may be asked to contribute to?
- Are there any structural problems in the building?
- Is there a 'sinking fund' or reserve of money held by the corporation for emergency expenses and major maintenance costs such as painting?
- What maintenance services are provided? What are the charges for these?
- In relation to insurance, whether the corporation is insured for public liability for at least ten million dollars, and whether the common property is sufficiently insured.
- In the case of a shared wall, does the adjoining owner have a current building insurance policy?

### MANAGEMENT MATTERS

- Is there a body corporate manager?
- Is there a management committee?
- What system does the corporation have for resolving disputes?
- If the scheme is for two lots, have certain requirements of the Act been exempted, such as the requirement to hold annual general meetings?

### STYLE OF LIVING

- What are the rules about having other people visiting and parking?
- Will the building or site be accessible if I am disabled and require a wheelchair or walking aid? If not, can suitable modifications be made easily?
- What are the restrictions on the use of my lot and the common property?
- Can I store my caravan/boat/bicycle?
- Are pets permitted?

## COMPANY TITLE

I live in a company title; is it the same as a community title?

A company title is where the property is owned by a company and each shareholder is entitled to occupy a particular unit. Strictly speaking, a shareholder does not own the property, but owns shares in the company that owns the property. The shares give an entitlement to occupy a unit. Such schemes can be more expensive and complex to administer, and prospective buyers may find it difficult to obtain finance to buy shares in a company title. Depending on the structure of the building, it may be possible to convert to a community title.

## CONTRIBUTIONS

**I don't use the common property driveway, as I have a driveway on my lot that accesses the street. Do I have to pay contributions for the maintenance of the common property?**

The amount of each owner's contribution to the corporation is normally calculated according to the lot entitlement set out in the community plan.

The corporation may, by unanimous resolution, determine that contributions are paid on some other basis.

Contributions are not just used to cover maintenance of the common property. Other costs, for example in relation to insurance, service infrastructure, and management costs are also covered by contributions. Just because you do not use the common property driveway does not mean you do not have to contribute to its maintenance, as a member of the corporation.

## CONVERTING TO COMMUNITY TITLE

**Our strata manager has suggested that we adopt the *Community Titles Act (SA)*. What's involved in converting and would we be better off?**

To convert to a community strata plan, the strata corporation must resolve, by ordinary resolution at a properly convened meeting of the corporation, that the *Community Titles Act 1996 (SA)* and not the *Strata Titles Act 1988 (SA)* will apply to the scheme. The resolution will not take effect until a copy of the resolution is lodged with the Registrar-General and filed with the strata plan.

The question of whether a corporation would be better off is a complex one and dependent on factors such as:

- the number of units involved
- the expectations of the lot owners
- the purpose the land is to be used for
- whether the common property is to be used for commercial gain
- whether there are units existing above other units, and
- whether the units are physically separate.

It is suggested that legal advice should be sought before that step is taken, as the *Strata Titles Act 1988 (SA)* will no longer apply.

A full conversion to define the lots by measurements (that is, conversion to a community scheme) would result in the members owning the entire structure on their lot. This would require:

- unanimous agreement of lot owners
- a new survey of the site and all building boundaries

- an amendment to the plan, and
- agreement of local and state authorities.

It pays to obtain a quote from a surveyor and a conveyancer. It may be worthwhile converting if the value of each lot increases significantly upon conversion to a lot.

**Our strata corporation has lodged a Lodgement of Resolution to adopt the *Community Titles Act 1996 (SA)*; does this mean we can now insure our unit separately?**

No. The strata scheme will become a community strata scheme, and so the corporation will still be responsible for insuring the buildings, which are common property.

A full conversion to community title would need to be done before owners could insure separately.

## EXCLUSIVE USE OF THE COMMON PROPERTY

**One of the lot owners in our community scheme was granted exclusive use of part of the common property by the corporation some years ago. We feel that this is an unfair situation. How can we regain this common property for use by all owners?**

The corporation can grant a right to occupy the whole or a part of the common property to the exclusion of all or some of the owners or occupiers of the community lots. A unanimous resolution is needed to do so, and the right must be consistent with the scheme description and not contrary to the by-laws.

In a community scheme, exclusive use of the common property can be granted on an ongoing basis; that is, it does not have to be for a set period.

A unanimous resolution of the corporation would be needed to reverse the decision to grant exclusive use.

## FENCES

**The fence between my lot and an adjacent lot is in need of repair. The body corporate manager says we have to sort it out ourselves and that it is not the corporation's responsibility. Is this correct?**

If you are part of a community scheme (not a community strata scheme), then you and your neighbour are joint owners of the dividing fence. The fence is not common property, so the corporation is not responsible to fix it.

The issue of repairing the fence is between you and your neighbour. The *Fences Act 1975 (SA)* covers this area of law. See also the *Fences and the Law* booklet, published by the Legal Services Commission.

Similarly, if a fence between your lot and neighbouring land that is not part of your community scheme needs repair, you will need to discuss the matter with your neighbour. The corporation has no responsibility to be involved.

Some community schemes have a fence dividing the common property from neighbouring land that is not part of the scheme. In this case, the corporation would be responsible for discussing any fencing problems with the neighbouring owner.

If you are part of a community *strata* scheme, dividing fences will usually be common property, therefore it would generally be the corporation's responsibility to repair a dividing fence. Similarly, a fence between a lot in a community strata scheme and neighbouring land that is not part of the scheme would be the responsibility of the corporation and the owner of the neighbouring land.

## FINES

**A visitor to my apartment received a letter from the corporation stating she could be fined \$500 for unauthorized parking. Is this legal?**

A corporation's by-laws may give the corporation the power to impose fines of up to \$500 for breaches of its by-laws. The by-laws apply to owners, residents and visitors. A fine against a visitor or tenant could not be enforced without a court order.

## INSURANCE

**Our body corporate manager has advised us that she can arrange our individual building insurance policies for us. Could there be any problems with this?**

While each lot owner in a community scheme is responsible for insuring their own buildings, the by-laws of a community scheme may allow for the community corporation to act as an agent for the lot owners in arranging insurance. The corporation may delegate this task to a body corporate manager. If arranging building insurance for lot owners is an option, not a requirement, under the by-laws, then individual lot owners can choose whether they want the corporation to arrange their insurance or whether they want to do it themselves; there is no requirement for all owners to agree.

Problems can arise in relation to the way an insurer invoices the corporation for the insurance premium. If building insurance is arranged on behalf of two or more owners, an insurer may invoice the corporation for one amount, without showing the amount that would be payable for individual lots. If an insurer will not provide a breakdown, then the corporation has to work out each owner's contribution. Contributions are normally determined according to lot entitlements, but this may not be appropriate in relation to building insurance, because lot entitlements are based on the unimproved value of the land, not the value of the buildings. Thus, whether an insurer will provide a breakdown of the premium in

relation to each lot may be one of the factors to consider when choosing an insurer.

A corporation may decide that a lot owner's building insurance premium, or share of the premium, will be paid as part of the annual contribution levied by the corporation. If so, the levy applicable to your lot may compare unfavourably with the levy applicable to another lot where the owner has arranged their own insurance, or to the contributions levied by another corporation that does not arrange lot owners' building insurance. Such a disparity in levies may be a problem if you wish to sell your lot.

## MANAGERS

**What are some issues to consider when choosing a manager?**

At least five clear days before the date of the meeting at which the corporation is to consider whether or not to enter into a contract with a manager, the manager must make available for inspection by members:

- a pamphlet setting out the role of the manager and the rights of the corporation
- a copy of the proposed contract
- a copy of the schedule to the policy of professional indemnity insurance maintained by the manager; the insurance must be for at least \$1.5 million per claim.

In addition to the information required to be set out in these documents (see **Body Corporate Managers: Appointing a manager: Documents to be provided**), you may wish to consider the following.

- What services are included in the fee? For example:
  - > Is there an after hours emergency service?
  - > Will the manager, or an employee of the manager, attend your corporation as needed?
- Is there any fee charged for keeping the corporation's funds?
- Will all bank interest be passed on to the corporation?
- Will the manager ensure the corporation receives the best bank interest rate?
- What maintenance company or contractors does the manager normally use, and does the manager receive any commissions, or have any financial relationship with contractors?
- Will the manager provide your treasurer with regular financial statements to keep the corporation up to date and allow for scrutiny? If so, how often? Note that the manager must provide a financial statement upon request by the corporation, within five days of

the request (see [Body Corporate Managers: Duties of managers: Trust account audits](#)).

- Will the manager supply references from current clients?
- Does the manager have the skills to help resolve disputes?

## RESTRICTIVE RULES

**The rules of my apartment complex are very restrictive. I can't hang washing on my balcony or have a barbeque. What can I do about it?**

The by-laws (rules) that govern a scheme can be amended by a special resolution passed at a properly convened meeting of the corporation. A copy of the by-laws as amended must be lodged with the Registrar-General within 14 days of the passing of the resolution.

By-laws that are inconsistent with the scheme description (if any) are invalid. Therefore a consequential amendment to the scheme description (if any) may also need to be made.

If the scheme is a secondary or tertiary scheme, the by-laws and scheme description of the other schemes may also need to be amended.

In some situations, it may be possible to negotiate a resolution and mediation may also be helpful.

## RULES

**What rules am I bound by when I own a community lot?**

By-laws contain the rules by which the scheme is to be run and bind all of the owners, occupiers and visitors to the scheme. By-laws are written exclusively for the particular scheme they relate to. If the community scheme is a secondary or tertiary scheme, it is bound by not only the by-laws written for that scheme but also the by-laws of the scheme or schemes above.

## TREES

**The owner of an adjoining lot has a tree on their property and its roots are damaging the paving on my lot. Can I ask the body corporate manager to raise the matter with the other owner?**

If the tree is on an owner's lot (not on common property) and is only affecting your property, then it is a matter between you and your neighbour; it is not the corporation's responsibility to get involved.

Similarly, if a tree on a neighbouring property that is not part of the community scheme is affecting your lot, then it is up to you to discuss the matter with the neighbouring owner.

If an owner's tree is affecting the common property, then the corporation can discuss the matter with the owner.

If a tree on common property is affecting your property, then you could raise the matter with the corporation.

## WATER RATES

**Our lots do not have separate water meters and we all pay the same for water, no matter how much we use. Can this be changed?**

Unless there are separate water meters for each lot, there is no way to determine a lot's water usage. Contributions are normally paid by lot entitlement; a unanimous resolution is needed to change this arrangement. SA Water offers the following billing options: sending one lump sum bill for water usage every three months to the corporation secretary; dividing the bill in percentages nominated by the corporation and billing owners separately; dividing the bill equally between the lot owners and billing them separately. Whatever the billing arrangement, the community corporation is ultimately responsible to SA Water for the bill. Private water meters may be installed on each lot to determine how the SA Water account should be divided. There are costs associated with the installation and reading of private meters.

## TYPES OF COMMUNITY TITLES

### What is the difference between a regular community title and a strata community title?

There are two types of community titles:

- community schemes
- community strata schemes.

### PRIMARY COMMUNITY SCHEMES (FIGURE 01.)

The diagram and plan are of a primary community plan. Each building sits on its own lot. The owners have title to the land under the lot and the sky above, unlike strata titles. They are responsible for the maintenance and insurance of their respective buildings. Where buildings share a common (party) wall the owners of each building are jointly responsible for its maintenance. The common property is the shared driveway down the middle of the group. The body corporate is responsible for the maintenance of the driveway.

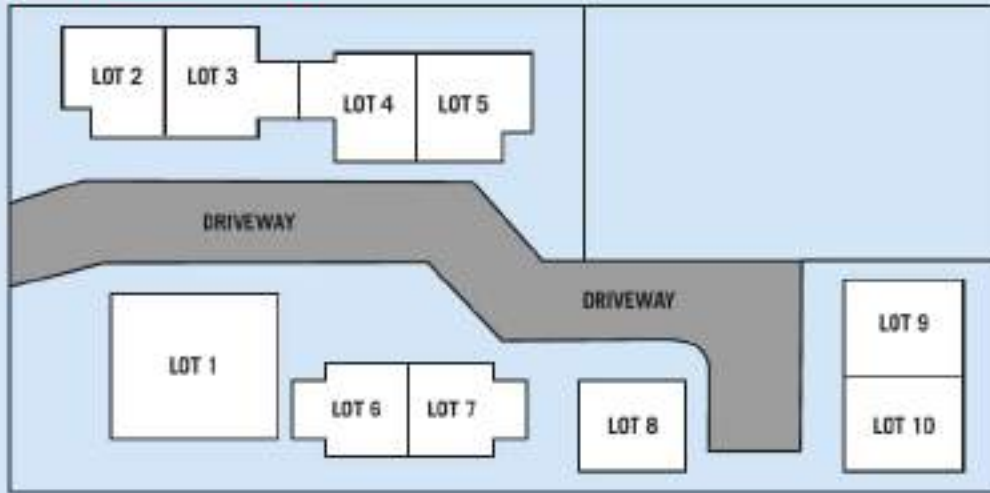
### PRIMARY COMMUNITY STRATA SCHEMES (FIGURE 02.)

The photograph and plan are of a primary community strata plan. In a community strata scheme the lot boundaries must be defined by reference to parts of the building, similar to a strata title. There must be at least one lot that exists above another, unless the scheme was previously a strata scheme under the *Strata Titles Act 1988* (SA) and has converted by resolution to adopt the *Community Titles Act 1996* (SA).

The structure itself is common property and it is therefore the responsibility of the corporation to maintain and insure it. In this regard, community strata schemes are very similar to strata titled unit groups. Common property includes land that is not within a lot, and infrastructure (such as driveways, water, sewer, electricity) that do not serve single lots. In the case of a community strata scheme, this includes the external walls and floors, the foundations, the roof, the space in the roof, gutters and eaves immediately below the gutters. It does not include the owner's fixtures and fittings such as kitchens and bathrooms.

The internal walls and lot subsidiaries are not common property and are the owner's responsibility to maintain.

**PRIMARY COMMUNITY PLAN**



**PRIMARY COMMUNITY SCHEMES (FIGURE 01.)**

**PRIMARY COMMUNITY STRATA PLAN - BUILDINGS AND FENCES ARE COMMON PROPERTY**



**PRIMARY COMMUNITY STRATA SCHEMES (FIGURE 02.)**

*Figures courtesy of Gordon Russell*

# Contacts

## STRATA AND COMMUNITY ADVICE SERVICE

1300 366 424

## LEGAL SERVICES COMMISSION

[www.lsc.sa.gov.au](http://www.lsc.sa.gov.au)

## ADELAIDE OFFICE

159 Gawler Place  
Adelaide 5000

**Telephone:** 8111 5555

## ELIZABETH OFFICE

Windsor Building  
Elizabeth Shopping Centre  
Elizabeth 5112

**Telephone:** 8111 5400

## MT BARKER

18 Walker Street  
Mt Barker 5251

**Telephone:** 8111 5320

## NOARLUNGA

Noarlunga House  
Colonnades Shopping Centre  
Noarlunga Centre 5168

**Telephone:** 8111 5340

## PORT ADELAIDE

306 St Vincent Street  
Port Adelaide 5015

**Telephone:** 8111 5460

## PORT AUGUSTA

13 Flinders Terrace  
Port Augusta 5700

**Telephone:** 8686 2200

## WHYALLA

Tenancy 7, 169 Nicolson Avenue  
Whyalla Norrie 5608

**Telephone:** 8620 8500

## COMMUNITY LEGAL CENTRES

### CENTRAL CLS

Shop 2, 59 Main North Road  
Medindie Gardens 5081

**Telephone:** 8342 1800

### NORTHERN CLS

26 John Street  
Salisbury 5108

**Telephone:** 8281 6911

### RIVERLAND CLS

8 Wilson Street  
Berri 5343

**Telephone:** 8582 2255

### SOUTHERN CLS

40 Beach Road  
Christies Beach 5165

**Telephone:** 8384 5222

### SOUTH EAST CLS

9 Penola Road  
Mount Gambier 5290

**Telephone:** 8723 6236

### WESTSIDE COMMUNITY LAWYERS

Old Post Office  
212 Port Road  
Hindmarsh 5007

**Telephone:** 8340 9009

### PORT PIRIE OFFICE

Flinders Arcade  
72 Ellen Street  
Port Pirie 5640

**Telephone:** 8633 3600

## MEDIATION SA

[www.mediationsa.org.au](http://www.mediationsa.org.au)

**Telephone:** 8350 0376 /  
1300 850 650

## LAND SERVICES GROUP

Lands Titles Office  
101 Grenfell Street  
Adelaide 5000

**Telephone:** 8226 3983

[www.sa.gov.au/landservices](http://www.sa.gov.au/landservices)

## SA POWER NETWORKS

General enquiries 13 12 61  
[sapowernetworks.com.au](http://sapowernetworks.com.au)

## SA WATER

1300 650 950

[customerservice@sawater.com.au](mailto:customerservice@sawater.com.au)

[sawater.com.au](http://sawater.com.au)





FORM LF2 (Version 3)  
GUIDANCE NOTES AVAILABLE

|                                                                                   |
|-----------------------------------------------------------------------------------|
| Orig. <b>LF 14579030</b>                                                          |
|  |
| 12:17 24-Jul-2025<br>1 of 1                                                       |

LANDS TITLES REGISTRATION OFFICE  
SOUTH AUSTRALIA  
**LODGEMENT FOR FILING UNDER THE  
COMMUNITY TITLES ACT 1996**  
FORM APPROVED BY THE REGISTRAR-GENERAL

| SERIES NO | PREFIX |
|-----------|--------|
|           | LF2    |

AGENT CODE

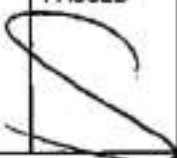



LODGED BY: MSLM

CORRECTION TO: MSLM

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT  
(COPIES ONLY)

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

|             |  |
|-------------|--|
| PICK-UP NO. |  |
|-------------|--|

|                                                                                                                                                                              |                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| CORRECTION                                                                                                                                                                   | PASSED                                                                                |
|                                                                                                                                                                              |  |
| FILED                                                                                                                                                                        |                                                                                       |
| <br> |  |
|                                                                                                                                                                              | REGISTRAR-GENERAL                                                                     |

**NOTICE OF AMENDMENT OF SCHEME DESCRIPTION  
NOTICE OF VARIATION OF BY-LAWS  
APPLICATION TO FILE VARIATION OF DEVELOPMENT CONTRACT**

**PRIVACY COLLECTION STATEMENT:** The information in this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes. It may also be used for other authorised purposes in accordance with Government legislation and policy requirements.

**INSTRUMENT AFFECTED** 13697789

**PLAN No.** 22863


**To the Registrar-General,**

Community Corporation No. 22863 Incorporated

I, Damien Brand, being an officer of Community Corporation No. 22863 Incorporated certify:

- (a) That a copy of the By-Laws attached to this certificate is a true copy of the By-Laws as varied by a special resolution of the Corporation made on 11 July 2025; and
- (b) That a copy of the resolution attached to this certificate is a true copy of the resolution referred to in paragraph (a).

Dated the 24<sup>th</sup> day of July 2025



Name: Damien Brand  
Position: Presiding Officer

TERMS OF INSTRUMENT NOT CHECKED BY  
LANDS TITLES OFFICE

By-Laws CP 22863  
Development No. 180 / C012 / 99


**COMMUNITY TITLES ACT 1996  
BY-LAWS**

**COMMUNITY CORPORATION NO. CP 22863 INCORPORATED**


for

**AIR APARTMENTS  
220 Greenhill Road Eastwood**

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

  
.....  
Damien Brand, Presiding Officer  
Dated: 24 July 2025

This is a copy of the By-Laws referred to in the attached certificate

  
.....  
Damien Brand, Presiding Officer  
Dated: 24 July 2025

TERMS OF INSTRUMENT NOT CHECKED BY  
LANDS TITLES OFFICE

By-Laws CP 22863  
Development No. 180 / C012 / 99

**COMMUNITY TITLES ACT 1996**

**BY-LAWS  
INDEX**

**INTRODUCTION** ..... 4

**PART 1 – DEFINITIONS**..... 4

**PART 2 – MANDATORY BY-LAWS** ..... 7

3. Administration, Management and Control of Common Property ..... 7

4. Use and Enjoyment of the Common Property ..... 8

5. Community Corporation's Right to Enter into Contracts ..... 8

6. Delivery of Mail ..... 8

**PART 3 – COMMUNITY PARCEL** ..... 8

7. Prohibited Activities ..... 8

8. Balconies ..... 10

9. Disposal of Garbage and Recyclable Goods ..... 11

**PART 4 – USE OF LOTS** ..... 11

10. Good Repair ..... 11

11. Use of Residential Lot ..... 11

12. Use of Retail Lot No. 143 ..... 12

13. Use of Lot 142 ..... 13

14. Fixing of Window Treatments, Shutters, Blinds, Security Devices and Fly Screens ..... 13

15. Aerials and Solar Energy Devices ..... 14

16. Penetration of Walls, Floors, Balconies or Decks ..... 14

17. Things not in Keeping ..... 15

18. Maintenance of Building on Lot ..... 15

19. Renovation and Refurbishment of Lots ..... 15

20. Pets and Animals ..... 17

21. Lotholder and Occupier Responsible for Others ..... 17

22. Lot 84 ..... 17

23. Lot 134 and 143 ..... 18

**PART 5 – COMMON PROPERTY** ..... 18

24. Common Property ..... 18

TERMS OF INSTRUMENT NOT CHECKED BY  
LANDS TITLES OFFICE

By-Laws CP 22863  
Development No. 180 / C012 / 99

|                                     |                                                                    |           |
|-------------------------------------|--------------------------------------------------------------------|-----------|
| 25.                                 | Community Corporation to keep Common Property in Good Repair ..... | 18        |
| 26.                                 | Air Conditioning Plant and Hot Water Systems.....                  | 19        |
| 27.                                 | Smoke free policy .....                                            | 19        |
| <b>PART 6 – MISCELLANEOUS .....</b> |                                                                    | <b>19</b> |
| 28.                                 | Insurance .....                                                    | 19        |
| 29.                                 | Restrictions on Car Parking.....                                   | 19        |
| 30.                                 | Service of Notices: Infringement of the By-Laws .....              | 20        |
| 31.                                 | Rules.....                                                         | 20        |
| 32.                                 | Selling, Leasing and Moving.....                                   | 20        |
| 33.                                 | Breach of By-Laws.....                                             | 21        |
| 34.                                 | Indemnity and Release .....                                        | 21        |
| 35.                                 | Electricity Reselling.....                                         | 22        |
| 36.                                 | Council and public authority directions .....                      | 23        |

TERMS OF INSTRUMENT NOT CHECKED BY  
LANDS TITLES OFFICE

By-Laws CP 22863  
Development No. 180 / C012 / 99

**COMMUNITY TITLES ACT 1996  
BY-LAWS  
COMMUNITY CORPORATION NO. CP 22863 INCORPORATED**

**INTRODUCTION**

These By-Laws bind the Community Corporation, the Lotholders and Occupiers of the Community Lots and any persons entering the Community Parcel.

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

**PART 1 – DEFINITIONS**

1. The following words have these meanings in the By-Laws unless the contrary intention appears:

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

"Annual General Meeting" means an annual general meeting of the Community Corporation;

"Authorised Person" means a person on the Community Parcel with the written consent of a Lotholder or Occupier of a Lot or the Community Corporation;

"Body Corporate Manager" means the person or managing agent appointed by the Management Committee.

"By-Law" or "By-Laws" means a by-law included in these By-Laws, as amended from time to time;

"Community Corporation" means a corporation established when a plan of community division is deposited in the Lands Titles Registration Office. The Lotholders of the Lots are the members of the Community Corporation;

"Common Property" means

- (a) those parts of the Community Parcel and the building that do not comprise or form part of a Lot;
- (b) the service infrastructure (except for any part of the service infrastructure that is vested in a Minister of the Crown or other authority or any other Lotholder or person and the parts of the service infrastructure that provide a service to only one Lot);
- (c) any other property delineated as common property; and
- (d) any property vested in the Community Corporation to be owned as community property;

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

"Community Plan" means Community Corporation Plan No. 22863;

"Development Activities" means:

TERMS OF INSTRUMENT NOT CHECKED BY  
LANDS TITLES OFFICE

By-Laws CP 22863  
Development No. 180 / C012 / 99

- (a) any form of demolition work, building work or work ancillary to or associated with building work on the Community Parcel and Common Property including, without limitation, the installation of Private Services;
- (b) any form of landscaping work or work ancillary to or associated with landscaping work on the Community Parcel;
- (c) any form or work other than the forms or work referred to in paragraphs (a) and (b) of this definition which is considered necessary or desirable by the Community Corporation;
- (d) the use of any part of the Community Parcel and Common Property in connection with the forms of work referred to in paragraphs (a) to (c) of this definition;

**"Emergency Maintenance"** shall mean maintenance that is of an urgent nature that is required for the continued safe operation of the "Common Property". For the sake of disambiguation, "Emergency Maintenance" would include (but not be limited by) items such as repairs to a failed electrical switchboard which prevented normal supply of electrical energy to a significant portion of the "Common Property", or temporary structural propping of a building component in the event of impact damage.

**"Facilities"** means the swimming pools (inclusive of the area surrounding the pools), the spa, the tennis court, the gym, the cinema, the pavilion, the multipurpose room and associated amenities;

**"General Meeting"** means

- (a) an annual general meeting; or
- (b) a special and/or extraordinary general meeting of the Community Corporation;

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

**"Lot Entitlements"** or **"Lot Entitlement Values"** means the lot entitlements for the Lots recorded on the deposited Community Plan as may be varied in accordance with the Act from time to time;

**"Lotholder"** means the registered proprietor of a Community Lot;

**"Management Committee"** means the management committee of the Community Corporation as constituted or elected from time to time under the Act comprising a maximum of seven (7) members.

**"Occupier"** of a Lot means the occupant of the Lot (whether they occupy the Lot as tenant pursuant to a Lease Agreement, or Lotholder), and if the Lot is unoccupied, the Lotholder of the Lot;

**"Management Agreement"** means an Agreement between the Community Corporation and the Body Corporate Manager;

**"Private Service"** means a service running through or servicing a Lot or Lots, or Common Property, that is not a Statutory Service;

**"Regular High Value Expenditure"** shall mean expenditure on high value contracts or items that are of an expected, or planned nature. For the sake of disambiguation, "Regular High Value Expenditure" would include (but not be limited by) items such as building insurance, contract(s) for cleaning and caretaking.

**"Residential Lot"** means a Lot other than a Retail Lot;

TERMS OF INSTRUMENT NOT CHECKED BY  
LANDS TITLES OFFICE

By-Laws CP 22863  
Development No. 180 / C012 / 99

**"Retail Lot"** means a Lot or a portion of a Lot at which goods are sold to the public, or at which services are provided to the public, or to which the public is invited to negotiate for the supply of services. For the purpose of this definition, "public" includes any member of the public, institutional, commercial or other public or private enterprise and shall include retail and wholesale goods or services;

**"Restricted Common Property"** means those areas of the Common Property which have been designated by the Community Corporation as Restricted Common Property areas and allocated for use by an individual Lot or Lots for the purposes of storage or other purposes as determined by the Community Corporation from time to time;

**"Rules"** means the rules made in terms of By-Law 31.

**"Sales Activities"** means activities relating to the sale of Lots, including sale by auction of Lots or leasing of Lots and all ancillary activities.

**"Security Key"** means a key, magnetic card or other device used to:

- (a) open and close doors, gates, buildings or locks, or
- (b) operate alarms, security systems or communication systems, or
- (c) limit elevator access to a particular floor or floors.

2.1. In the By-Laws unless the contrary intention appears, the following applies:

- (a) reference to an instrument, By-Law or matter regulated by a By-Law includes any variation or replacement of it;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the word "person" includes a firm, a body corporate, an association or an authority;
- (e) words of any gender include every gender;
- (f) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation persons taking by novation) and assigns;
- (g) a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later;
- (h) headings are inserted for convenience and do not affect the interpretation of these By-Laws.

2.2. If the whole or any part of a provision of these By-Laws is invalid, unenforceable or illegal, then it is severed. The remainder of these By-Laws will continue to have full force and effect. This By-Law has no effect if the severance alters the basic nature of the By-Laws or is contrary to public policy or statutes.

2.3. The Community Corporation may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by the Community Corporation does not prevent a further exercise or a delay in exercising a right, power or remedy does not prevent its exercise.

TERMS OF INSTRUMENT NOT CHECKED BY  
LANDS TITLES OFFICE

By-Laws CP 22863  
Development No. 180 / C012 / 99

## PART 2 – MANDATORY BY-LAWS

### 3. Administration, Management and Control of Common Property

- 3.1. The Community Corporation is responsible for the administration, operation, maintenance, management and control of the Common Property.
- 3.2. The Community Corporation may (but is not obliged to) appoint a Management Committee which shall be responsible to assist the Community Corporation in the administration, management and control of the Common Property:
- 3.2.1. The Management Committee shall have the authority to approve expenses and contracts up to limits approved by resolution at each AGM, or varied between AGM's by resolution approved at a General Meeting to enable it to:
- (a) provide management and other services in relation to the requirements of the Body Corporate;
  - (b) provide maintenance and upgrading of the Common Property
  - (c) provide services or amenities to the Lotholders and Occupiers
  - (d) provide other services or amenities to the Common Property, or to the Lotholders and Occupiers of the Lots.
- 3.2.1.1. In the case of the first operation of Clause 3.2.1, the approval limits shall be those approved by resolution at the AGM or General Meeting at which this amended Clause 3.2 is approved.
- 3.2.2. In the case of "Emergency Maintenance" or "Regular High Value Expenditure", the Management Committee shall not be restricted by the operation of Clause 3.2.1 but shall report to the Community Corporation as soon as is practicable regarding actions, outcomes and expenses.
- 3.3. The following process for nomination for the positions of Office Bearers and Committee Members shall be adopted:
- 3.3.1. A minimum of 45 days prior to the Annual General Meeting (AGM) the Body Corporate Manager shall call for nominations from eligible Lotholders for positions of Office Bearers and Committee Members. The nominations shall include:
- (a) Name and Lot number of the nominator;
  - (b) Name and Lot number of the nominee;
  - (c) Position nominated.
- 3.3.2. The nomination form shall include an acknowledgement to be assented to or otherwise by the nominee that in the event that he or she is not successful in being voted into their nominated Office Bearer position (if applicable), that he or she is prepared to serve in the capacity of a Committee Member.
- 3.3.3. A nominee has the option of providing a written statement (max 150 words) about themselves and reason for nomination. A photograph can also be provided. (Note that this is not compulsory, however if provided it will be distributed with the notice calling the AGM).

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

**By-Laws CP 22863  
Development No. 180 / C012 / 99**

- 3.3.4. Nominations will close 21 days before the AGM. The Body Corporate Manager will ensure that the information provided by the Nominees, as specified above, will be distributed to all Lotholders at least 14 days prior to the AGM, and will generally be distributed with the notice of meeting.
- 3.3.5. If a Lotholder is unable to vote at the AGM, that Lotholder may exercise an absentee vote or vote by proxy by giving the Secretary or Body Corporate Manager written notice of the vote prior to the AGM. The Body Corporate Manager will ensure that absentee and proxy voting forms which provide the appropriate advice on who can be a proxy and includes advice on the powers of a proxy are distributed to all Lotholders at least 14 days prior to the AGM and will generally be distributed with the notice of meeting.
- 3.3.6. Voting will be by written ballot (which may be hosted via manual or electronic means) unless there is only one nomination for the position.
- 3.3.7. A vote cannot be exercised in relation to a Lot unless all amounts payable to the Community Corporation in respect to the Lot have been paid.

- 3.4. The Community Corporation shall maintain the name of the Building as "the AIR Apartments".

**4. Use and Enjoyment of the Common Property**

- 4.1. The Common Property is, subject to the Act and these By-Laws, for the common use and enjoyment of Occupiers and their invitees.
- 4.2. The Facilities are for the exclusive use of Occupiers and their invitees. Employees of a Lotholder or Occupier of any Retail Lot are not permitted to use the Facilities.

**5. Community Corporation's Right to Enter into Contracts**

The Community Corporation may enter into, ratify and adopt, take an assignment of or novate a contract with persons to provide:

- 5.1. management, security, operational maintenance, cleaning, telecommunication and other services in connection with the Common Property;
- 5.2. services or amenities to the Lotholders or Occupiers of Lots, and
- 5.3. other services or amenities to the Common Property, or the Lotholders and Occupiers of the Lots.

**6. Delivery of Mail**

- 6.1. A Lotholder or Occupier of a Lot must comply with any Rules made by the Community Corporation in relation to the letter boxes or the delivery of mail.
- 6.2. The Community Corporation must ensure that a separate letter box for delivery of mail is available for use by the Lotholder or Occupier of each Lot.

**PART 3 – COMMUNITY PARCEL**

**7. Prohibited Activities**

A person bound by these By-Laws must not on the Community Parcel without the consent of the Community Corporation:

TERMS OF INSTRUMENT NOT CHECKED BY  
LANDS TITLES OFFICEBy-Laws CP 22863  
Development No. 180 / C012 / 99

- 7.1. interfere with the quiet enjoyment of another Lot or the Common Property;
- 7.2. obstruct any person's lawful access to any Lot or to the Common Property;
- 7.3. carry, use, discharge or explode any firearm, explosive, fireworks, air gun or other weapon;
- 7.4. use any language or behave in a manner likely to cause offence or a nuisance or embarrassment to others;
- 7.5. burn rubbish or waste at any time;
- 7.6. damage or deface any building or sign or structure on the Community Parcel;
- 7.7. fail to comply with any reasonable direction or request from the Community Corporation;
- 7.8. create any noise (including from a sub-woofer, radio, TV or hi-fi) or undertake any activity which is likely to interfere with the peaceful enjoyment of another Lot or of any person lawfully using the Common Property;
- 7.9. wash or clean a motor vehicle on any area of the Community Parcel except in the area specifically set aside for the purpose of car washing;
- 7.10. use any barbecue or cooking device other than one that is gas or electrically fired so as to minimise smoke generation;
- 7.11. hold the fire doors open for any purpose other than in an emergency;
- 7.12. relocate or remove the contents of a Lot without the approval of the building Manager, outside the hours of 9.00am to 5.00pm Monday to Friday;
  - 7.12.1. relocate or remove the contents of a Lot during the daily weekend hours of 9:00am and 5:00pm without the approval of the Building Manager.
  - 7.12.2. relocate or remove the contents of a Lot without the installation of the protective curtains in the elevators. The installation of the protective curtains in the elevators is at the discretion of the Building Manager.
- 7.13. install a safe or in any way disturb the walls or floors in a Lot without the written consent of the Community Corporation and before submitting to the Community Corporation a structural engineering report in respect of the proposed installation;
- 7.14. break, pull up, damage, destroy or remove any tree, shrub or plant;
- 7.15. unlawfully set aside or attempt to exclude the public from any section of the Community Parcel;
- 7.16. sing, busk or play on a musical instrument as to be a nuisance to any others;
- 7.17. preach or harangue;
- 7.18. obstruct any footway, road, carpark or path;
- 7.19. use or occupy any caravan or other vehicle as a place of habitation;
- 7.20. scooter (including e-scooter), rollerblade, rollerskate or ride a skateboard or any other like device;

TERMS OF INSTRUMENT NOT CHECKED BY  
LANDS TITLES OFFICE

By-Laws CP 22863  
Development No. 180 / C012 / 99

- 7.21. fail to comply with any speed limits posted by the Community;
- 7.22. fail to comply with any rules posted by the Community Corporation;
- 7.23. hang any laundry for any reason in public view;
- 7.24. permit any bicycle to be brought into and through the front foyer of the building. Bicycle access to the elevator foyer is restricted to the rear foyer entrance only;
- 7.25. erect, hang or fix any advertising or other signs, placards, banners or notices except as permitted by the Community Corporation or the on-site manager;
- 7.26. place a moveable sign on part of the Common Property, with the exception of a person or body that has been instructed to conduct the sale of a Lot;
- 7.27. enclose or attempt to enclose the wire mesh area on the stores as to restrict or interfere with airflow from the building air conditioning;
- 7.28. shall not engage in any activity that will compromise the security of the Community Corporation;
- 7.29. permit any contractor materials and machinery, to be brought into the building, other than through the trade entrances located on the eastern perimeter of the building;
- 7.30. pass a Security Key to a person who is not an Occupier or invitee of an Occupier to use the Facilities. Security Keys distributed in breach of this By-Law 7.30 are liable to cancellation/deletion by the Community Corporation;
- 7.31. use the Facilities for the purpose of:
  - 7.31.1. personal financial gain or income; and/or
  - 7.31.2. the advancement of business, volunteer or other organisation interests (other than interests that arise by virtue of the Community Corporation).

For the avoidance of doubt, this includes but is not limited to business, training or other such meetings relating to a business or organisation, commercial sales activities and events held for the benefit of a business or organisation. The Facilities are for the social and recreational benefit of Occupiers and their invitees only; and
- 7.32. use Common Property (including any Common Property electricity supply) for the purposes of charging electric motor vehicles, bikes and scooters (and any other like device) which contain lithium batteries (**Electric Vehicle**). A Lotholder and/or Occupier who stores an Electric Vehicle within their Lot must register the Electric Vehicle with the Community Corporation in writing.

## 8. Balconies

A Lotholder or Occupier of a Lot with a balcony attached is prohibited from using the balcony for:

- 8.1. hanging laundry, washing or clothing out to dry or air in public view;
- 8.2. flying flags or banners or erecting or locating other forms of advertising or promotional material;
- 8.3. letting off fireworks;

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

By-Laws CP 22863  
Development No. 180 / C012 / 99

- 8.4. deliberate throwing or dropping materials or objects, and must make every reasonable precaution to prevent items from blowing or dropping off the balcony of the Lot;
- 8.5. emitting amplified music or other broadcasting so as to cause a nuisance or interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the relevant balcony or adjacent to the Community Parcel;
- 8.6. storage of rubbish bins;
- 8.7. installing any air conditioning unit;
- 8.8. storage of bicycle(s);
- 8.9. wash down, sweep or clean balconies, or water plants on balconies which results in surplus water, dust or debris running or falling from the edge of the balcony;
- 8.10. installing or permitting any lining or covering to enclose or attempt to enclose the balcony of the Lot and any other activity which in the opinion of and pursuant to an ordinary resolution of the Community Corporation amounts to an actual, likely or potential risk of causing damage to any other person or property including the Common Property;
- 8.11. vaping and/or smoking tobacco or any item that causes a nuisance or hazard to the Occupier of any other Lot or building.

**9. Disposal of Garbage and Recyclable Goods**

- 9.1. The Community Corporation must ensure that for each Lot there is a freely accessible area for storage of garbage or refuse and recyclable goods.
- 9.2. The Community Corporation shall be responsible for the collection and removal of residential waste and recyclable goods from the storage areas provided and may appoint a contractor to attend to such collection and removal and shall take reasonable measures to minimise disruption to Occupiers.
- 9.3. The Community Corporation shall be responsible for the maintenance, repair and cleaning of any areas used for the collection and storage of refuse and recyclable goods.
- 9.4. A Lotholder or Occupier of a Lot must dispose of any refuse, rubbish, E-waste or other materials in accordance with the Rules for refuse management passed from time to time by the Community Corporation.

**PART 4 – USE OF LOTS**

**10. Good Repair**

A Lotholder or Occupier must:

- 10.1. keep the Lot clean and tidy and in good repair;
- 10.2. carry out any work ordered by a Council or other public authority in respect of the Lot;
- 10.3. carry out any work ordered by the Community Corporation in respect of the Lot.

**11. Use of Residential Lot**

The Lotholder or Occupier of a Residential Lot:

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

**By-Laws CP 22863  
Development No. 180 / C012 / 99**

- 11.1. must not use the Lot, or permit the Lot to be used, for any unlawful purpose;
- 11.2. must not do or permit or cause permit or suffer to be done or permitted on or about the Lot, any act, matter or thing whatsoever which is an offence, or may in the opinion of the Community Corporation be an offence under any Act of South Australia or the Commonwealth of Australia or regulation or by-law thereunder for the time being in force;
- 11.3. must allow the Community Corporation, access to the Lot for the purpose of carrying out maintenance;
- 11.4. must pay all rates, taxes, charges, outgoings and assessments in respect of their Lot as they become due and payable;
- 11.5. must subject to the Act and these By-Laws notify the Community Corporation of any repairs and maintenance required to their Lot;
- 11.6. must, if requested by the Community Corporation, entrust any repairs and maintenance to the Community Corporation and shall pay the Community Corporation's reasonable costs incurred therewith;
- 11.7. must not change the use or alter the character of the Lot unless express approval for doing so has been obtained by a unanimous resolution at a general meeting of the Community Corporation and the said person has complied with the provisions of By-Law 19;
- 11.8. must not do or omit or suffer to be done or omitted any act, matter or thing which may interfere with or impede any fire, security or other safety doors in any way and without limiting the generality of the foregoing the Lotholder or Occupier of the Lot shall ensure that all fire, security and garage doors are kept locked or secured in an operational stage (as the case may be) when not in immediate use;
- 11.9. must surrender all Security Keys belonging to the Lot or the Community Corporation on the sale of the Lot and secure the same undertaking from any tenant on the termination of any tenancy;
- 11.10. must ensure compliance with fire laws in respect of the Lot;
- 11.11. must not breach the fire regulations by installing unapproved dead locks or peep holes that would void the Community Corporation's insurance policy; and
- 11.12. shall be responsible for the maintenance and repair of the tiling of the Lot balcony and in the bathroom and kitchen of the Lot;
- 11.13. must not use the Lot subsidiaries or permit the Lot store or carpark subsidiaries to be used as a workshop or for the storage of dangerous goods and the Lotholder shall be solely responsible for the maintenance and repair of the Lot store subsidiary roller door;
- 11.14. must not sleep in or allow any persons or animals to sleep in the Lot subsidiary car park or store.

**12. Use of Retail Lot No. 143**

The Lotholder or Occupier of Retail Lot No. 143 must observe all the obligations and restrictions imposed from time to time in relation to a Residential Lot, and in addition:

- 12.1. must, if requested by the Community Corporation, entrust any repairs and maintenance to the Community Corporation and will pay the Community Corporation's reasonable associated costs;

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

**By-Laws CP 22863  
Development No. 180 / C012 / 99**

- 12.2. must not, without the Community Corporation's written consent, trade outside trading hours that are lawfully permitted from time to time;
- 12.3. may use or allow the use of Retail Lot 143 for the purpose of restaurant, cafe, hospitality, shop, office or any other use allowed under the laws of South Australia;
- 12.4. notwithstanding By-Law 11.7 the Lotholder of Retail Lot 143 may alter the use to residential without obtaining a unanimous resolution of the Community Corporation subject to the appropriate government' consents and compliance with By-Law 19;
- 12.5. the noise from such activities shall not exceed a level that is reasonable for such activities;
- 12.6. shall be solely responsible for the repairs and maintenance and any other costs and expenses associated with the lobby, stairs, stairwell and lift, which comprise the Retail Lot No. 143;
- 12.7. shall be responsible for the storage and removal of all refuse.

**13. Use of Lot 142**

The Lotholder or Occupier of Lot 142 must observe all the obligations and restrictions imposed from time to time in relation to a Residential Lot, in addition;

- 13.1. must, if requested by the Community Corporation, entrust any repairs and maintenance to the Community Corporation and will pay the Community Corporation's reasonable associated costs;
- 13.2. may supply the software and operate for a fee the telecommunications hardware and cables installed and owned by Community Corporation in the Ground Floor portion of the Common Property for the supply of telecommunication services including but not limited to telephone, internet services, pay television and movies to the Residential Lotholders.
- 13.3. may, subject to the consent and agreement of the Community Corporation as the owner of airspace above the Lot 142, use the Lot 142, located on the Roof, for the installation and maintenance of any aerial, antennae, dish or tower and/or other works or cables associated with transmission or receiving telecommunications;
- 13.4. may use the Lot 142 located on the Lower Ground Floor and Upper Ground Floor levels for a wine storage area or any other similar storage use as required by the Lotholder of Lot 142;
- 13.5. shall allow access to the lift rooms on the roof of the Community Corporation to any Authorised Person of the Community Corporation or Management Committee for the repair and maintenance of the lifts; and
- 13.6. shall allow access to the roof space on Lot 142 to any Authorised Person of the Community Corporation or Management Committee in order to facilitate the repair and maintenance of Common Property.

**14. Fixing of Window Treatments, Shutters, Blinds, Security Devices and Fly Screens**

- 14.1. A Lotholder or Occupier of a Lot must not without the consent of the Community Corporation install or permit the installation of any window furnishings to the interior of any windows other than the following;

14.1.1. Roller Blinds as follows:

TERMS OF INSTRUMENT NOT CHECKED BY  
LANDS TITLES OFFICEBy-Laws CP 22863  
Development No. 180 / C012 / 99

|                       |                                             |
|-----------------------|---------------------------------------------|
| Tube                  | Louvrelite 45mm diameter aluminium          |
| Control End           | Louvrelite 45mm diameter sidewinder         |
| Control Chain         | Nickel Plated # 10 Ball Chain               |
| Bottom Bar            | Louvrelite Rectangular Extruded Aluminium   |
|                       | Anodised Natural                            |
| Idle End              | Louvrelite 45mm diameter spring loaded      |
| Installation Brackets | Louvrelite 45mm white colour                |
| <b>** NOTE**</b>      | <i>Blinds may be motorized as an option</i> |

## 14.1.2. Fabrics only as follows:

|                        |                           |
|------------------------|---------------------------|
| General Product Colour | Sunscreen Fabric<br>White |
| Blockout Colour        | White                     |

## 14.2. A Latholder or Occupier of a Lot must not, except with the approval of the Community Corporation:

- 14.2.1. fix bars, screens, fly screens, window treatments or window furnishings, security doors or other security devices to the outside of a building on a Lot or the outside of a building containing a Lot;
- 14.2.2. fix blinds or curtains with external facings of a colour outside the colour scheme formally adopted by the Community Corporation;
- 14.2.3. allow any glazed portions of their Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing.

## 14.3. A Latholder or Occupier of a Lot must not install or use any security system or device having a siren or flashing light unless approved by the Community Corporation and the Latholder and/or Occupier complies at all times with any conditions imposed by the Community Corporation.

**15. Aerials and Solar Energy Devices**

A Latholder or Occupier of a Lot must not, except with the approval of the Community Corporation, construct, install or attach to the outside of any building on a Lot or the outside of any building containing a Lot or a structure on a Lot:

- 15.1. any television, radio, or other aerial, antennae, dish or tower or any other transmitting or receiving device;
- 15.2. any solar energy collector panels and equipment;
- 15.3. any energy conservation equipment; or
- 15.4. a solar hot water system and equipment associated with it.

**16. Penetration of Walls, Floors, Balconies or Decks**

A Latholder or Occupier of a Lot must not, except with the approval of the Community Corporation, make any hole or like penetration into any apartment walls, floors, balconies or decks. The

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

**By-Laws CP 22863  
Development No. 180 / C012 / 99**

Community Corporation may require a structure engineering report in respect to the proposed works prior to consenting to the works.

**17. Things not in Keeping**

Subject to the other provisions of these By-Laws, a Lotholder or Occupier of a Lot must not, except with the approval of the Community Corporation, construct, install or maintain on or in a Lot anything which can be seen from outside the Lot and which in the reasonable opinion of the Community Corporation is not in keeping with the Common Property or the Community Parcel, including but not limited to clotheslines, hanging clothes, bikes, banners or flags.

**18. Maintenance of Building on Lot**

18.1. A Lotholder or Occupier of a Lot must keep the Lot clean and tidy and in good repair and condition.

18.2. The Community Corporation may give a notice to a Lotholder or Occupier of a Lot requiring him to comply with the terms of this By-Law.

**19. Renovation and Refurbishment of Lots**

19.1. A Lotholder or Occupier shall not perform or carry out any prescribed work to or upon the Lot unless:

19.1.1. such person has submitted a detailed proposal containing details as required by the Community Corporation from time to time for such refurbishment, renovation, alterations or additions to the Community Corporation for its consideration and referral (at the option of the Community Corporation) to an architect, engineer or other appropriately qualified professional of its choosing at the cost of the Lotholder or Occupier, and the proposal for the consideration of the Community Corporation shall detail the proposed works, the works program, the proposed method of conducting the works including, delivering and storing materials, the system for disposal of rubbish, the parking arrangements for workers, the name and contact details of the Lotholder and the supervisor of works, the insurance policies to be put in place to protect the interests of the Community Corporation, all plans and specifications and (if applicable) copies of any application made to the local authority in respect of such works to the Community Corporation together with all documentation submitted with such application and any variation thereto from time to time;

19.1.2. 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 Community Corporation provide the Community Corporation with a copy of any such consents or approvals;

19.1.3. such person has made prior arrangements with the Community Corporation in relation to permitting such persons such as workers into the Lots and make sure that such workers have appropriate current public liability insurance cover and to ensure that the Community Corporation is adequately indemnified for all risks associated with such work and that, if determined by the Community Corporation, there is in existence requisite insurance to cover such risks as reasonably determined by the Management Committee;

19.1.4. the Community Corporation has consented in writing to the carrying out of the works or alterations in writing; and

19.1.5. for the purpose of this By-Law, "prescribed work" in relation to a Lot means:

TERMS OF INSTRUMENT NOT CHECKED BY  
LANDS TITLES OFFICE

By-Laws CP 22863  
Development No. 180 / C012 / 99

- 19.1.5.1. the erection, alteration, demolition or removal of a building or structure;
  - 19.1.5.2. the alteration of the external appearance of a building or structure;
  - 19.1.5.3. the removal of or addition to any structural or Common Property brick or concrete wall or slab construction;
  - 19.1.5.4. the installation, removal or replacement of any tiling to any part of the Lot;
  - 19.1.5.5. the installation, removal or replacement of any flooring;
  - 19.1.5.6. alterations to any air conditioning, plumbing, electrical, audio system, television, intercom or other service which involves the drilling, cutting or chasing of holes in the walls, floor or ceilings of any part of the Lot.
- 19.2. The Lotholder shall ensure that:
- 19.2.1. all work is carried out strictly in accordance with the provisions of the consents granted by the Community Corporation and any government or statutory authority;
  - 19.2.2. all work is undertaken by qualified tradespeople in a proper and workmanlike manner;
  - 19.2.3. a works timetable showing that all work is undertaken only between the hours of 7.30am and 5.30pm on Mondays to Saturdays other than public holidays;
  - 19.2.4. adequate provisions have been taken to ensure that all Common Property is fully protected against damage and any damage is rectified to the satisfaction of the Community Corporation and at the cost of the Lotholder;
  - 19.2.5. all rubbish is adequately disposed of and Common Property areas are left in a clean and tidy condition on the completion of works each day;
  - 19.2.6. 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.
  - 19.2.7. the main Greenhill Road entry lobby shall not be used in association with works except with prior written request to and written approval from the Community Corporation or the on-site manager;
  - 19.2.8. all damage to the Community Corporation shall be repaired to the satisfaction of the Community Corporation at the cost of the Lotholder promptly (within 14 days) or such other time as the Community Corporation may advise in writing. In the event that the damage is not repaired to the satisfaction of the Community Corporation within the specified time the Community Corporation may (at its option and without being under any obligation to do so) repair the same at the cost and expense in all things of the Lotholder and any such expense shall be recoverable as a debt due by the Lotholder to the Community Corporation.
  - 19.2.9. excessively noisy work, for example, hammer drills etcetera, shall be programmed to take place no earlier than 8:30am.
  - 19.2.10. no noise or bad language shall occur and in particular bad language and swear words shall not be used, radios or similar devices shall not be used, except behind closed doors such that the sound does not leave the Lot, and conversations shall not consist of shouting across common property or between Lots.

TERMS OF INSTRUMENT NOT CHECKED BY  
LANDS TITLES OFFICE

By-Laws CP 22863  
Development No. 180 / C012 / 99

## 20. Pets and Animals

- 20.1. A Lotholder or Occupier of a Lot may not, with the exception for a dog trained for use by a Lotholder or Occupier or visitor of a Lot who suffers from a disability to assist them in respect of that disability, keep a pet or animal in their Lot or allow that animal access to the Common Property without the prior written approval (licence agreement) of the Community Corporation, or Management Committee on such terms or conditions as the Community Corporation shall impose. In the event approval is granted by the Community Corporation, such approval shall be limited to one pet or animal per Lot.
- 20.2. If any animal causes a nuisance the Community Corporation may give notice to the Lotholder or Occupier to remove the animal from the Lot or the Common Property (or both). The Lotholder or Occupier must remove the animal from the Lot or Common Property immediately upon receipt of the notice from the Community Corporation.
- 20.3. A Lotholder or Occupier of a Lot must ensure that any animal in their control does not urinate, defecate, or foul or soil in any other way the Common Property and shall be responsible for immediately cleaning up such urine, defecate or other soiling after the pet has caused such soiling.
- 20.4. A Lotholder or Occupier of a Lot shall be responsible for any damage to or loss of property or injury to any person caused by the pet.
- 20.5. A Lotholder or Occupier of a Lot must ensure that any animal in their control is on a lead, contained and/or under effective control at all times when in Common Property areas, including but not limited to the carpark, driveway and lobbies.
- 20.6. Animals are not permitted in the Facilities, with the exception of a dog trained and certified by a veterinarian or other relevant training organisation for use by a Lotholder or Occupier or invitee of a Lot who suffers from a disability to assist them in respect of that disability.
- 20.7. Notwithstanding By-Law 20.6 above, animals are strictly prohibited from entering the swimming pools or pool areas.

## 21. Lotholder and Occupier Responsible for Others

- 21.1. A Lotholder or Occupier of a Lot must take all reasonable steps to ensure that an Authorised Person complies with the By-Laws.
- 21.2. If an Authorised Person does not comply with the By-Laws then the Lotholder or Occupier must withdraw the consent of the person to be on the Community Parcel and request that person to leave the Community Parcel.
- 21.3. If the By-Laws prohibit a Lotholder or Occupier of a Lot from doing a thing, the Lotholder or Occupier must not allow or cause another person to do that thing.

## 22. Lot 84

The Community Corporation permits and allows the Lotholder from time to time to subdivide Community Strata Title Lot Number 84 into two separate Lots. The Lotholder shall at their expense obtain all necessary consents or approvals from any government or statutory authority pertaining to such alteration and provide to the Community Corporation with a copy of such consents and approvals, together with a proposal for such works including a detailed works program including all plans and specifications. The Community Corporation shall sign and execute any documentation required to amend the Community Plan to allow the subdivision to proceed.

TERMS OF INSTRUMENT NOT CHECKED BY  
LANDS TITLES OFFICE

By-Laws CP 22863  
Development No. 180 / C012 / 99

### 23. Lot 134 and 143

The Lotholder from time to time of Lots 134 and 143 shall grant unlimited access to the Community Corporation over their Carpark areas to enable access to the Pump Room located at the north of their Carpark.

## PART 5 – COMMON PROPERTY

### 24. Common Property

- 24.1. Subject to these By-Laws, Common Property is available for use by Occupiers and their invitees. Employees of a Lotholder or Occupier of any Retail Lot are not permitted to use the Facilities.
- 24.2. The Community Corporation may impose contributions on all Lotholders of Lots in respect of the costs associated with the control, management, operation, security, insurance, maintenance and repair of the Common Property (but not the Restricted Common Property). The contributions of Lotholders must be calculated in accordance with the Lot Entitlement.
- 24.3. The Community Corporation must impose contributions for the costs associated with the control, management, operation, maintenance and repair of the Restricted Common Property on a Lotholder or Lotholders benefiting from the restriction and if more than one such Lotholder calculated as between them by reference to each of their Lot Entitlements as a proportion of their aggregate Lot Entitlements.
- 24.4. A Lotholder or Occupier of a Lot must not, except with the approval of the Community Corporation:
  - 24.4.1. leave anything on or obstruct the use of Common Property; or
  - 24.4.2. park a vehicle in such a way as to block the ingress or egress of others.
- 24.5. A Lotholder or Occupier of a Lot must not damage Common Property including without limitation, any painting, statue, decorative feature, garden, tree, shrub, plant or flower which is part of or situated on Common Property.
- 24.6. A Lotholder or Occupier of a Lot must not, except with the approval of the Community Corporation, or pursuant to By-Laws in force in the Community Parcel, use for their own purpose any part of the Common Property.
- 24.7. A Lotholder or Occupier of a Lot shall give notice to the Community Corporation of any damage to or defect in the Common Property as soon as practicable after he or she becomes aware of it.
- 24.8. A Lotholder or Occupier of a Lot must not do or permit anything to be done that interferes with the provision of services through the Lot or the Common Property.
- 24.9. The Community Corporation may restrict access to Common Property by means of a Security Key to be issued to each Lotholder and Occupier.

### 25. Community Corporation to keep Common Property in Good Repair

The Community Corporation must keep the Common Property tidy and free of graffiti and in a state of good and serviceable repair and shall always properly maintain all chattels, fixtures and fittings held by the Community Corporation or used or intended, adapted or designed for use in connection with the Common Property or the enjoyment thereof by the Lotholders or Occupiers or by their

TERMS OF INSTRUMENT NOT CHECKED BY  
LANDS TITLES OFFICE

By-Laws CP 22863  
Development No. 180 / C012 / 99

families or visitors and for this purpose may enter into an appropriate contract with a third party for such party to provide such services for the benefit of Lotholders on behalf of the Community Corporation.

**26. Air Conditioning Plant and Hot Water Systems**

- 26.1. Portions of the air-conditioning plant and hot water systems for each Lot may be located on the Common Property.
- 26.2. The obligation of maintenance and liability for the cost of such maintenance in relation to any air-conditioning plant and hot water systems located on Common Property lies with the Community Corporation.

**27. Smoke free policy**

All areas of the Common Property are smoke free (which includes, for the avoidance of doubt and without limitation, vaping or smoking tobacco or any other item).

**PART 6 – MISCELLANEOUS**

**28. Insurance**

- 28.1. The Community Corporation shall (on at least an annual basis) review
  - 28.1.1. all insurance to be effected by it; and
  - 28.1.2. the need for new or additional insurances
- 28.2. Notice of an Annual General Meeting must include a form of motion to decide whether insurances effected by the Community Corporation should be confirmed, varied or extended.
- 28.3. The Community Corporation must immediately effect new insurances or vary or extend insurances if there is a significant increase in risk or a new risk to Common Property or the Community Parcel.
- 28.4. A Lotholder or Occupier of a Lot must not, except with the approval of the Community Corporation, do anything that might
  - 28.4.1. void or prejudice insurance effected by the Community Corporation; or
  - 28.4.2. increase any insurance premium payable by the Community Corporation.
- 28.5. Each Lotholder is required to effect Public Liability Insurance cover for an amount of \$10,000,000.00 or other greater amount as determined by the Community Corporation from time to time to cover any person or persons whilst they are in or on the Lotholder's Lot.
- 28.6. A Lotholder shall provide evidence of such insurance cover as and when requested by the Community Corporation.

**29. Restrictions on Car Parking**

- 29.1. A Lotholder or Occupier of a Lot must not park a car, truck, tractor, caravan, bus, boat or trailer except in an area designated by the Community Corporation from time to time as being an area where a truck, tractor, boat or trailer may be parked by a Lotholder or Occupier of a Lot.

**TERMS OF INSTRUMENT NOT CHECKED BY  
LANDS TITLES OFFICE**By-Laws CP 22863  
Development No. 180 / C012 / 99

- 29.2. A Lotholder or Occupier of a Lot must ensure that they and their invitees use visitor parking areas only for the purpose of casual parking.
- 29.3. Visitor parking areas must not be used by a Lotholder, Occupier or employee of any Lotholder or Occupier of any Retail Lot when attending the building for the purposes of employment.
- 29.4. The maximum time that a visitor is allowed to park in visitor parking areas is four (4) hours per day.

**30. Service of Notices: Infringement of the By-Laws**

A notice from the Community Corporation to a Lotholder or Occupier of a Lot shall be deemed to have been sufficiently served via email or Post, if addressed to a Lotholder of a Lot at the Lotholder's address last known to the Community Corporation.

**31. Rules**

The Community Corporation or, subject to delegation by the Community Corporation Management Committee shall have the power to issue a set of rules which it may amend from time to time to ensure that the Lotholders and Occupiers of a Lot have proper use and enjoyment of their Lot and the Common Property.

The Rules in force from time to time shall be as enforceable by the Community Corporation as if those rules formed part of these By-Laws.

**32. Selling, Leasing and Moving****32.1. Sale of Lot. A Lotholder shall:**

- 32.1.1. Immediately notify the Community Corporation of any change in ownership of the Lot, or any change of their address;
- 32.1.2. ensure that in the event that a Lot is to be sold by auction, that the auction takes place wholly within the Lot so as to not cause a disturbance to other Lotholders or Occupiers.
- 32.1.3. not cause or permit any signs advertising the sale of the Lot to be placed on the Lot or any part of the Community Parcel with the exception of Clause 7.26;
- 32.1.4. not interfere with or compromise the security system of the building when conducting an open inspection of the Lot.

**32.2. Leasing of Lot. A Lotholder who leases a Lot shall**

- 32.2.1. prior to any occupation by any tenant, inform the Community Corporation of the particulars of any letting agent handling the letting of the Lot and provide such letting agent with a copy of all the Community Corporation By-Laws and Rules;
- 32.2.2. prior to any occupation by the tenant advise the Community Corporation the full name and contact details of the tenant;
- 32.2.3. provide in the Lot at all times a copy of the Community Corporation By-Laws and Rules;
- 32.2.4. immediately advise the Community Corporation when a tenant vacates the Lot;

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

By-Laws CP 22863  
Development No. 180 / C012 / 99

32.2.5. not enter into a lease or grant rights of occupation of a Lot for a period of less than two (2) months, as prescribed by section 37(2)(a) of the Act.

32.3. **Moving Furniture & Goods to and from Lots.** A Latholder and Occupier shall comply with and observe the following conditions and restrictions as to the delivery or movement of goods or furniture to and from the Lot;

32.3.1. In the event of more than five items of goods or furniture on the same day the Latholder or Occupier or prospective Occupier of a Lot shall;

32.3.1.1. give the Community Corporation or the on-site manager 24 hours clear notice of the proposed movement of goods;

32.3.1.2. comply with the conditions and directions of the Community Corporation concerning the movement of such goods or furniture.

32.3.2. Goods or Furniture must not be delivered through the main Greenhill Road entry lobby and shall only use such access as advised by the Community Corporation and the Latholder or Occupier shall not interfere with or compromise the security system of the building when moving any goods or furniture

**33. Breach of By-Laws**

33.1. If the Management Committee resolves that a person has contravened or failed to comply with the provision of these By-Laws, the Management Committee may impose, and the person shall be liable to pay, a penalty as determined by the Management Committee not exceeding Five Hundred Dollars (\$500.00). Management Committee must not make such a resolution unless and until it has given the person a reasonable opportunity to explain and either the person has failed to appear at the stipulated meeting of the Management Committee or lodged a written explanation within the time period specified or, if the person has so appeared or so lodged, the Management Committee has given that explanation due consideration.

33.2. Where the Community Corporation has made a resolution in accordance with By-law 33.1, and the Corporation has incurred costs, charges or expenses in remedying such breach, the Corporation is entitled to recover such costs, charges and expenses from the person the subject of such resolution.

33.3. The costs, charges and expenses recoverable by the Community Corporation shall include without limitation, those expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern.

**34. Indemnity and Release**

A person bound by these By-Laws shall:

34.1. indemnify and forever hold harmless the Community Corporation from and against all and any actions, claims, demands, losses, damages, costs and expenses which the Community Corporation shall or may become liable in respect of or arising out of any loss or injury both personal or in respect of property (suffered by any person in or about a Lot or Common Property) except and to the extent that such loss or injury was caused or contributed to by the negligence of the Community Corporation;

34.2. occupy and use and keep the Lot at the risk in all things of the Latholder and the Latholder hereby releases to the full extent permitted by the law the Community Corporation from any and all claims, demands or damages of every kind resulting from any accident, damage or injury occurring therein except and to the extent that any such claims, demands and

TERMS OF INSTRUMENT NOT CHECKED BY  
LANDS TITLES OFFICE

By-Laws CP 22863  
Development No. 180 / C012 / 99

damages arise from or as a consequence of the negligence of the Community Corporation or any servant or agent of the Community Corporation.

### 35. Electricity Reselling

- 35.1. Subject to and conditional upon the Community Corporation obtaining a Registrable Retail Exemption from the Australian Energy Regulator with respect to the sale of metered energy on the Community Parcel, the Community Corporation may sell electricity to a Lotholder or Occupier of a Lot.
- 35.2. If the Community Corporation sells electricity to a Lotholder or Occupier of a Lot in respect of a period and the Lotholder or Occupier of a Lot does not in respect of that period purchase electricity from a licensed retailer of electricity of its choice ("**Licensed Retailer of Electricity**"), then the Lotholder or Occupier of a Lot must:
- 35.2.1. pay when due all costs, fees and charges for the provision of electricity by the Community Corporation to the Lotholder or Occupier of a Lot at the rate nominated by the Community Corporation from time to time
  - 35.2.2. pay to the Community Corporation the Network Charge that a Lotholder or Occupier of a Lot would be required to pay to the operator of the external electricity distribution network, as if the Lot were directly connected to that external electricity distribution network, unless such Network Charges are already included in the rate nominated by the Community Corporation under By-Law
  - 35.2.3. and any administration fees charged by the Community Corporation to invoice the Lotholders or Occupiers of a Lot; and
  - 35.2.4. comply with the terms and conditions applicable to the network, as advised by the Community Corporation from time to time;
- 35.3. The Community Corporation acknowledges that where the Lotholder or Occupier of a Lot is to obtain electricity from a Licensed Retailer of Electricity, the Community Corporation will for that purpose allow the Lotholder or Occupier of a Lot without charge payable to the Community Corporation (except under By-Law 35.4) but otherwise at the cost of the Lotholder or Occupier of a Lot to:
- 35.3.1. access and use the Community Corporation's network; and
  - 35.3.2. install, maintain and use meters and other necessary equipment in the Lot to record, deal with or segregate the supply of electricity to the Lot provided that the Lotholder or Occupier of a Lot must notify the Community Corporation of any information relating to the supply and consumption of electricity by the Lotholder or Occupier of a Lot in or in relation to the Lot as may be reasonably required by the Community Corporation to administer the Community Corporation's network.
- 35.4. If the Lotholder or Occupier of a Lot purchases electricity directly from a Licensed Retailer of Electricity and has access to the Community Corporation's network the Lotholder or Occupier of a Lot must pay to the Community Corporation the Network Charge that the Lotholder or Occupier of a Lot would be required to pay to the operator of the external electricity distribution network as if the Lot was directly connected to that external electricity distribution network unless the Lot is directly connected by a supply point to that external electricity distribution network.
- 35.5. To the extent permitted by law the Community Corporation gives no warranty or undertaking and makes no representations concerning the condition or suitability of the

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

By-Laws CP 22863  
Development No. 180 / C012 / 99

electricity sold or the quality or quantity or otherwise in relation to the sale or supply of electricity by the Community Corporation to the Lotholder or Occupier of a Lot.

35.6. If the Lotholder or Occupier of a Lot proposes to increase the electricity requirements to the Lot, which necessitates:

35.6.1. the installation of additional electricity equipment in the Lot; or

35.6.2. alterations to the Community Corporation's network, then to the extent consistent with applicable electricity laws, the Lotholder or Occupier of a Lot will be liable for the costs of and incidental to:

35.6.3. installing that additional electricity equipment; and

35.6.4. making those alterations to the Community Corporation's network, but:

35.6.5. such installation or alteration shall be carried out within the Lot or to the Community Corporation's network, only with the prior approval of the Community Corporation and in compliance with the By-Laws; and

35.6.6. in any event the Community Corporation may, in its absolute discretion, carry out such installation or alteration and the reasonable cost of such works will be promptly paid by the Lotholder or Occupier of a Lot.

35.7. The Lotholder or Occupier of a Lot acknowledges and agrees that, if at the request of the Lotholder or Occupier of a Lot, the Community Corporation makes arrangements with the Lotholder or Occupier of a Lot for the provision of power from the Community Corporation's emergency power or back up power generation system (if any is installed at the absolute discretion of the Community Corporation), then to the extent permitted by law, the Lotholder or Occupier of a Lot must pay the Community Corporation's separate charges for the connection to and supply of power to the Lot from the Community Corporation's emergency power or back up power generation system.

35.8. The Community Corporation will comply with the requirements of all authorities pursuant to any electricity laws with respect to the selling of electricity.

35.9. In this By-Law 35 "Network Charge" means the costs payable from time to time to the operator of the external electricity distribution network to which the Community Parcel is connected on account of the use of that network to deliver electricity to the Community Parcel.

**36. Council and public authority directions**

All Lotholders and Occupiers must adhere to a direction or recommendation provided by a government body as to the use of any lot, balcony or common property that causes a nuisance or hazard to the occupier of any other lot or building.



Level 13, 431 King William Street  
Adelaide SA 5000

## Certificate of Currency

### CHU Residential Strata Insurance Plan

|                            |                                       |
|----------------------------|---------------------------------------|
| <b>Policy No</b>           | <b>HU0006071895</b>                   |
| <b>Policy Wording</b>      | CHU RESIDENTIAL STRATA INSURANCE PLAN |
| <b>Period of Insurance</b> | 31/10/2025 to 31/10/2026 at 4:00pm    |
| <b>The Insured</b>         | COMMUNITY CORPORATION NO. 22863 INC.  |
| <b>Situation</b>           | 220 GREENHILL ROAD EASTWOOD SA 5063   |

---

### Sections

#### Section 1 – Insured Property

Building: \$170,493,750  
Common Area Contents: \$1,704,938  
Loss of Rent & Temporary Accommodation (total payable): \$25,574,062  
Lot Owners' Fixtures and Improvements (per lot): \$250,000

#### Optional Extensions:

Catastrophe Insurance Sum Insured: Not Selected  
Machinery Breakdown: \$100,000  
Lot Owners' Contents inclusion (per lot): \$20,000

#### Section 2 – Liability to Others

Sum Insured: \$50,000,000

#### Section 3 – Voluntary Workers

Death: \$300,000  
Total Disablement: \$3,000 per week

#### Section 4 – Fidelity Guarantee

Sum Insured: \$1,800,000

#### Section 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

#### Section 6 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000  
Appeal expenses – common property health & safety breaches: \$100,000  
Legal Defence Expenses: \$50,000

**Flood Cover is included.**

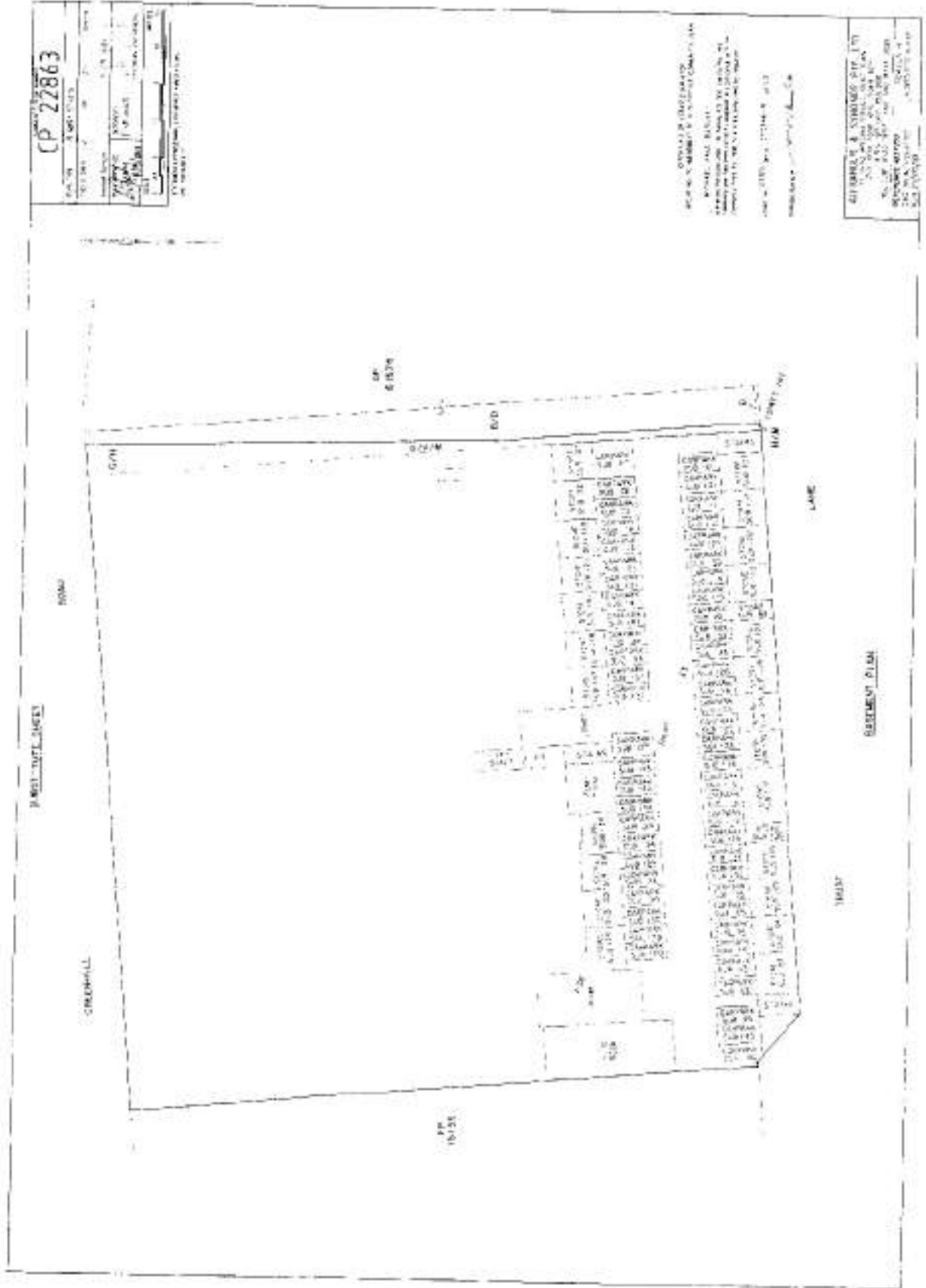


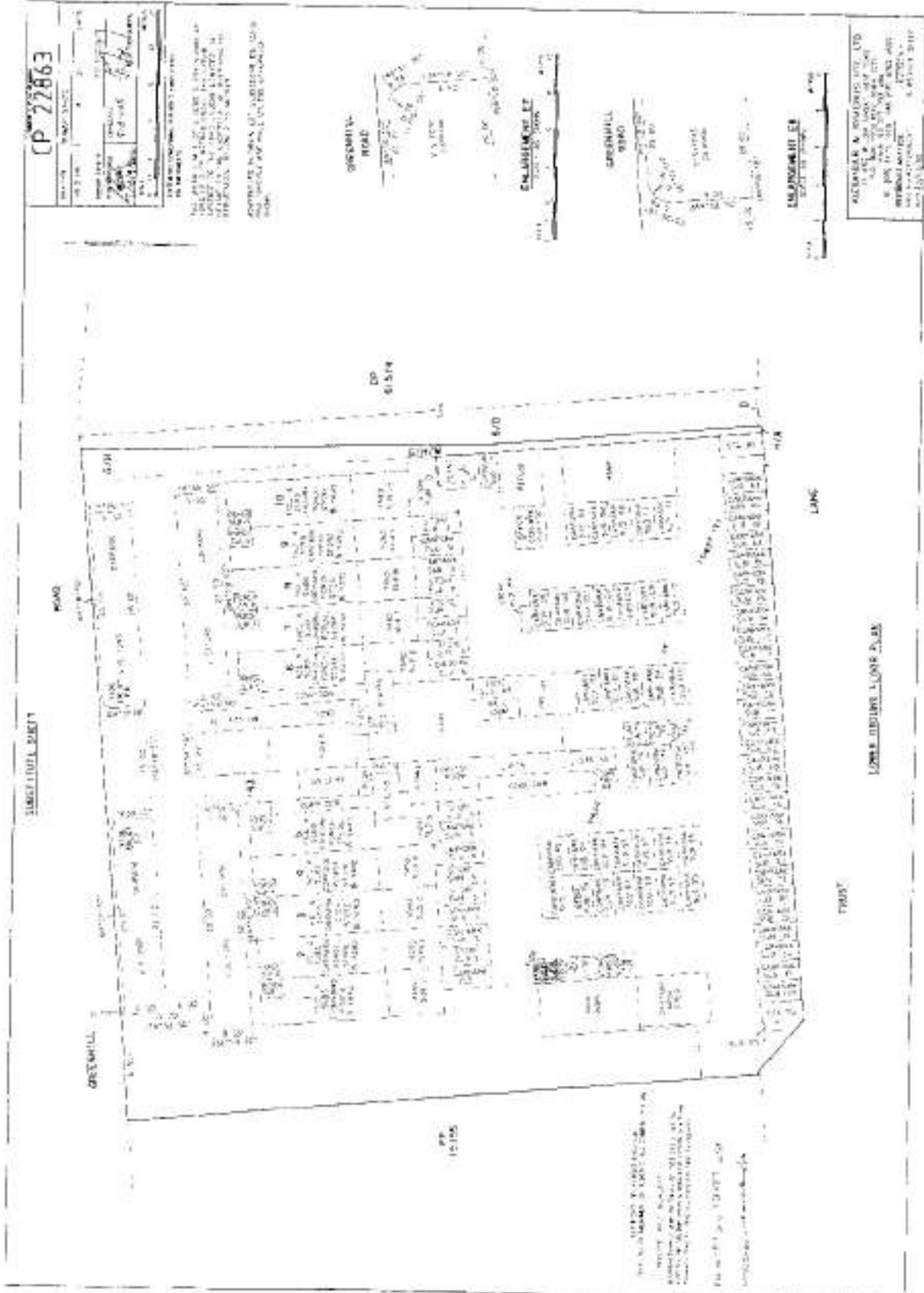
Date Printed

28/10/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.









**CP 22863**

PROJECT: [illegible]  
 DRAWING NO: [illegible]  
 DATE: [illegible]  
 SCALE: [illegible]

FOR INFORMATION ONLY - NOT TO BE USED FOR CONSTRUCTION

THIS DRAWING IS THE PROPERTY OF [illegible] AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF [illegible]

FOR INFORMATION ONLY - NOT TO BE USED FOR CONSTRUCTION

THIS DRAWING IS THE PROPERTY OF [illegible] AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF [illegible]

**ALUMINUM & STEEL PT. LTD**

100 [illegible]  
 [illegible]  
 [illegible]  
 [illegible]

SUBSTITUTE SHEET

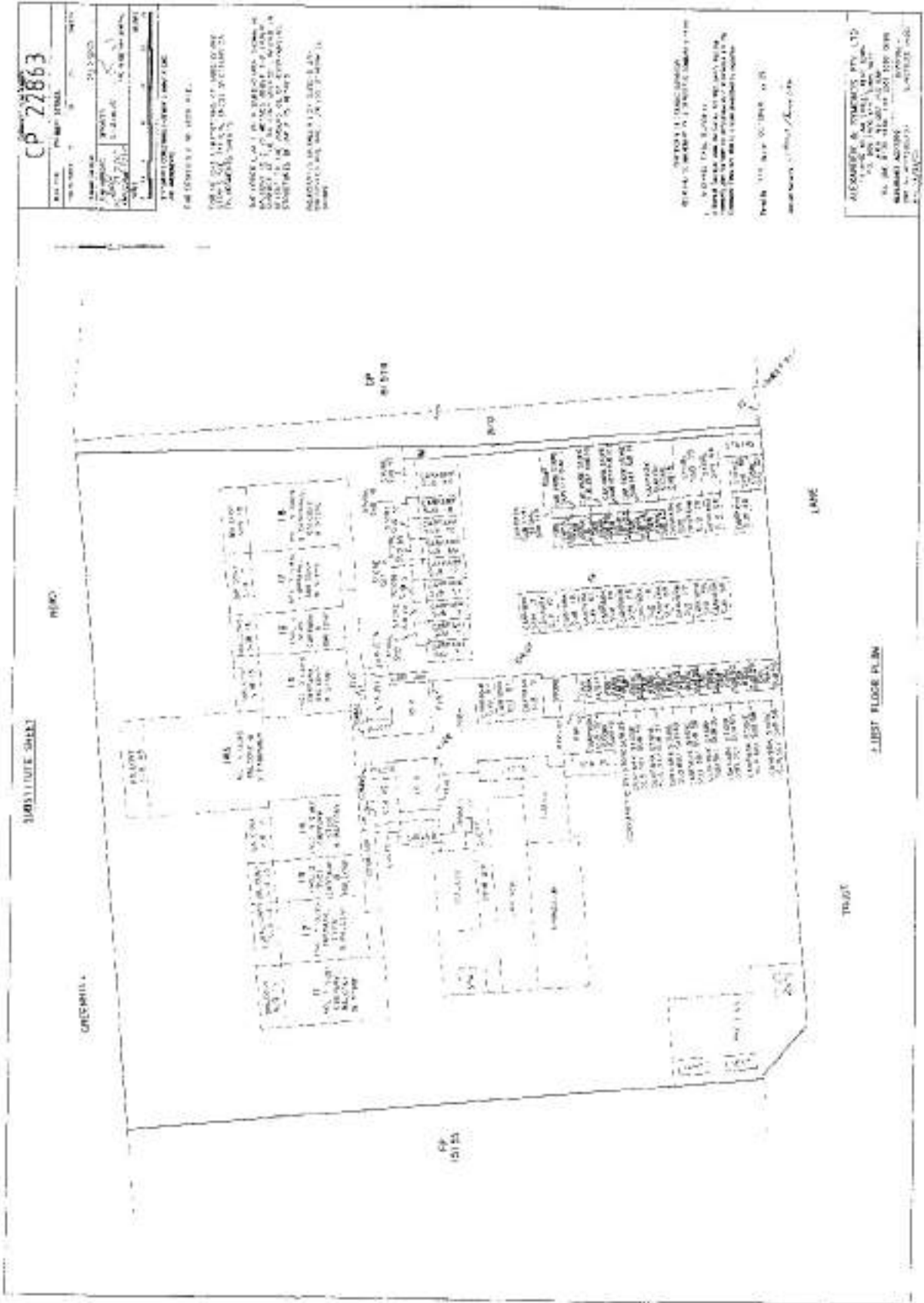
UPPER GROUND FLOOR PLAN

CP 1515

CP 61574

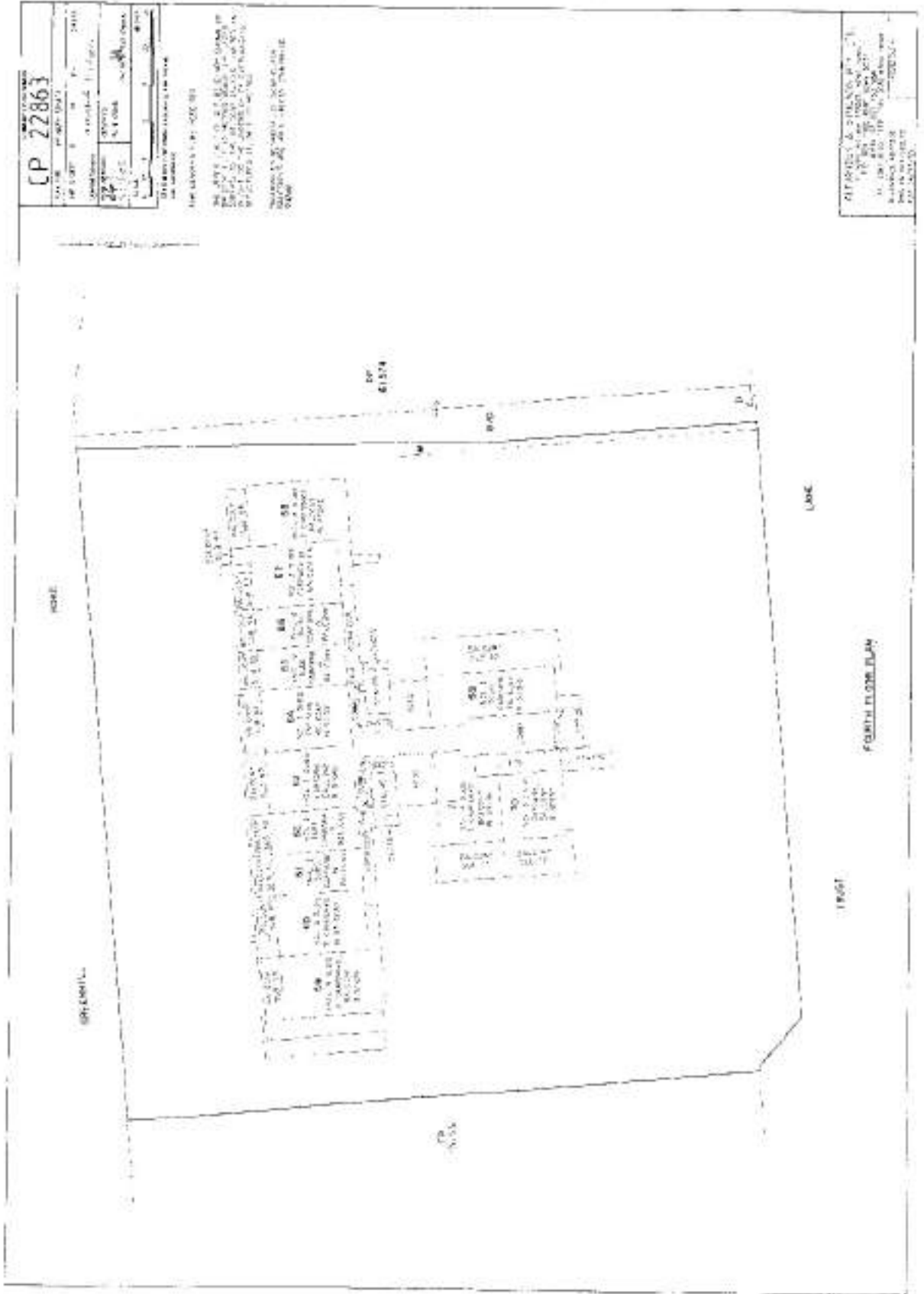
TRUST

TRUST











CP 22863

|             |            |
|-------------|------------|
| PROJECT NO. | CP 22863   |
| DATE        | 10/10/2023 |
| SCALE       | AS SHOWN   |
| DRAWN BY    | ...        |
| CHECKED BY  | ...        |
| DATE        | ...        |

THE BOUNDARY OF THIS SITE IS SHOWN BY A DASHED LINE. THE BOUNDARY OF THE ADJACENT LOT IS SHOWN BY A SOLID LINE. THE BOUNDARY OF THE ADJACENT LOT IS SHOWN BY A DASHED LINE. THE BOUNDARY OF THE ADJACENT LOT IS SHOWN BY A SOLID LINE.

A. POLYMER & CONCRETE, INC.  
 1000 W. 10th St., Suite 100  
 Oklahoma City, Oklahoma 73106  
 (405) 241-1111  
 www.polymerandconcrete.com







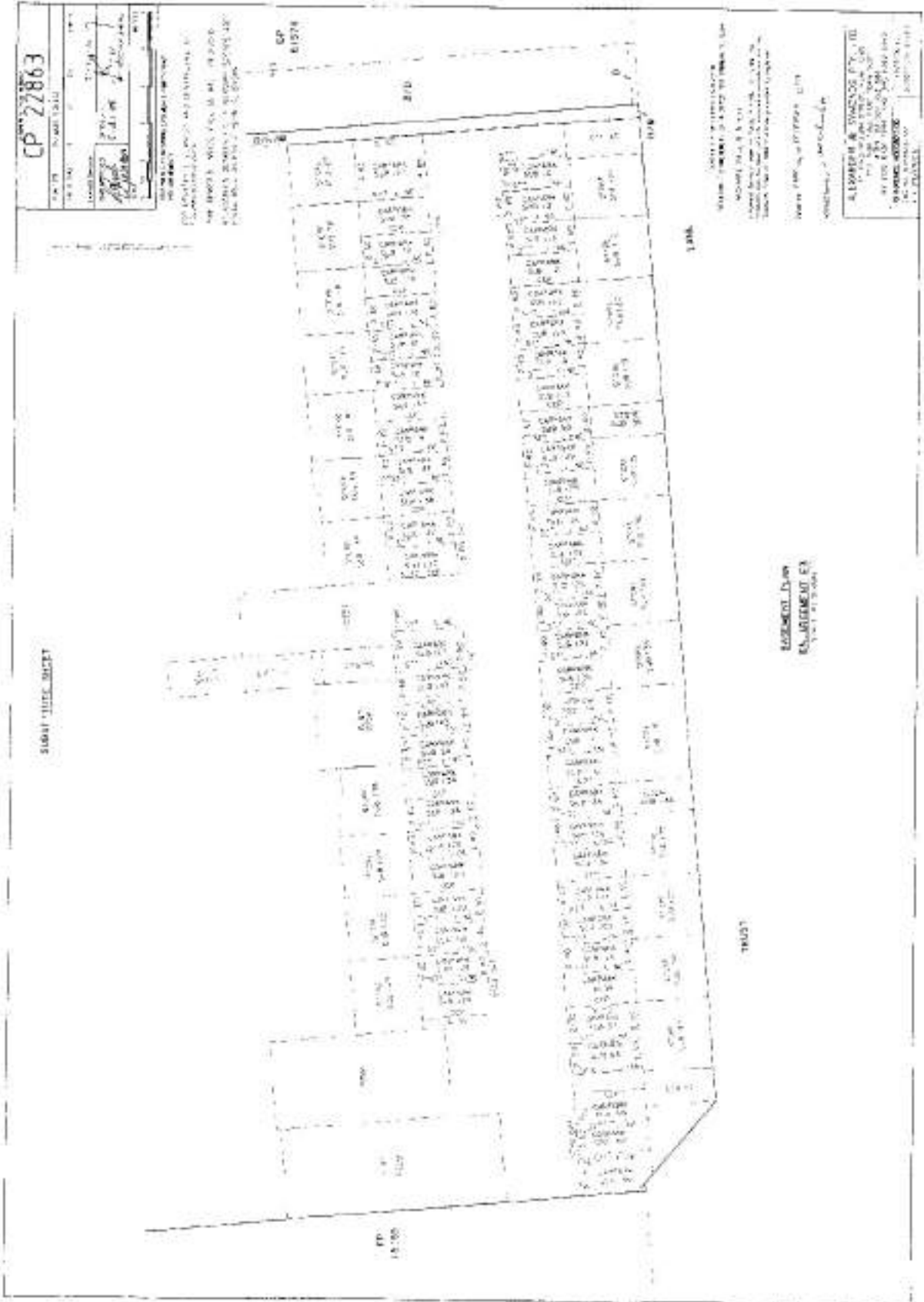






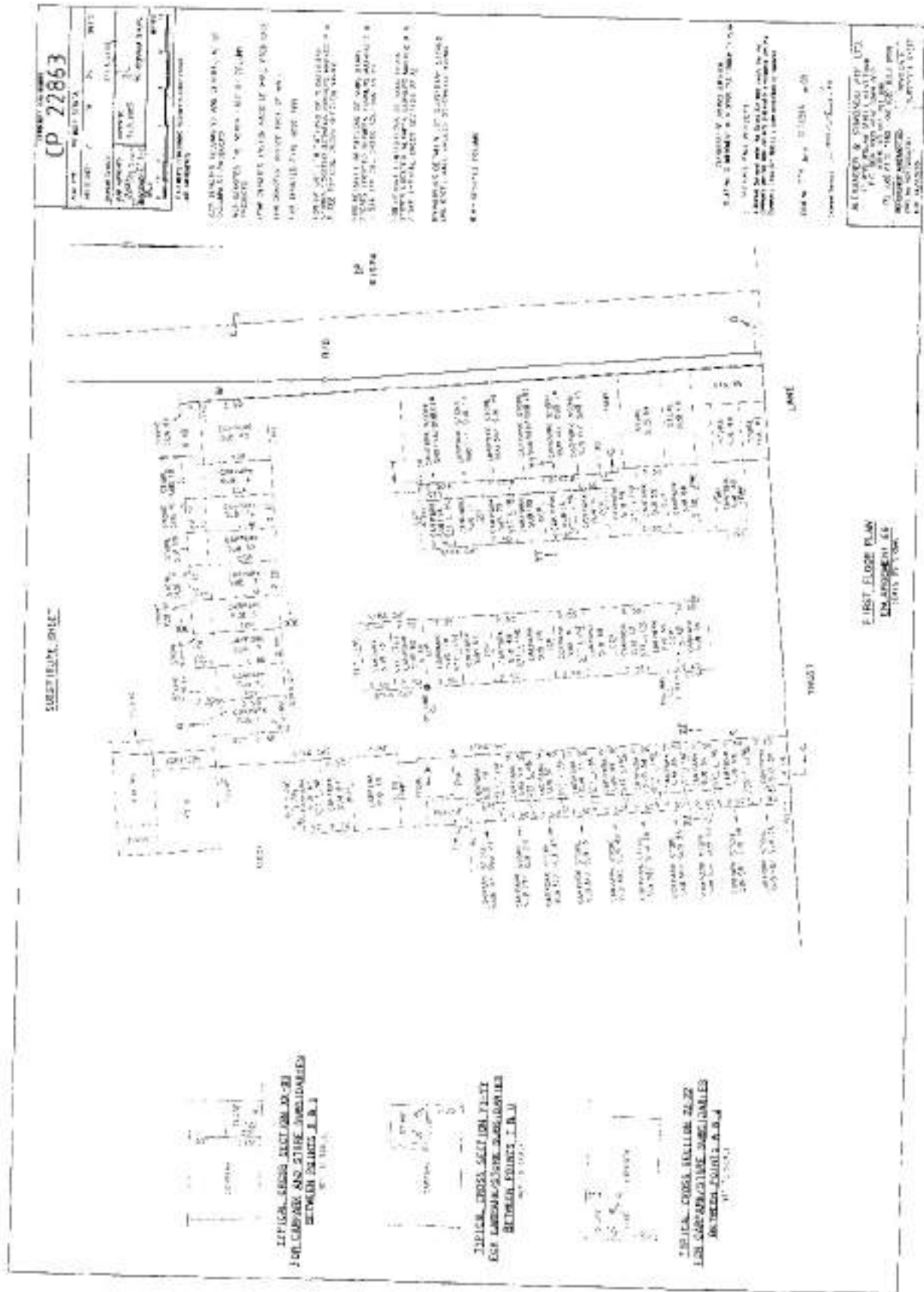












**PROJECT INFORMATION**  
**CP 22853**  
 SHEET NO. 1 OF 1  
 DATE: 11/11/2025  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]

ALL DIMENSIONS ARE IN METERS, UNLESS OTHERWISE SPECIFIED.  
 DIMENSIONS TO FACE UNLESS SPECIFIED OTHERWISE.  
 DIMENSIONS TO CENTERLINE UNLESS SPECIFIED OTHERWISE.  
 DIMENSIONS TO SURFACE UNLESS SPECIFIED OTHERWISE.  
 DIMENSIONS TO FINISH UNLESS SPECIFIED OTHERWISE.  
 DIMENSIONS TO CENTERLINE OF PIPE UNLESS SPECIFIED OTHERWISE.  
 DIMENSIONS TO CENTERLINE OF DUCT UNLESS SPECIFIED OTHERWISE.  
 DIMENSIONS TO CENTERLINE OF CABLE UNLESS SPECIFIED OTHERWISE.  
 DIMENSIONS TO CENTERLINE OF ROD UNLESS SPECIFIED OTHERWISE.  
 DIMENSIONS TO CENTERLINE OF WIRE UNLESS SPECIFIED OTHERWISE.  
 DIMENSIONS TO CENTERLINE OF TUBE UNLESS SPECIFIED OTHERWISE.  
 DIMENSIONS TO CENTERLINE OF CHANNEL UNLESS SPECIFIED OTHERWISE.  
 DIMENSIONS TO CENTERLINE OF BEAM UNLESS SPECIFIED OTHERWISE.  
 DIMENSIONS TO CENTERLINE OF COLUMN UNLESS SPECIFIED OTHERWISE.  
 DIMENSIONS TO CENTERLINE OF WALL UNLESS SPECIFIED OTHERWISE.  
 DIMENSIONS TO CENTERLINE OF FLOOR UNLESS SPECIFIED OTHERWISE.  
 DIMENSIONS TO CENTERLINE OF CEILING UNLESS SPECIFIED OTHERWISE.  
 DIMENSIONS TO CENTERLINE OF ROOF UNLESS SPECIFIED OTHERWISE.  
 DIMENSIONS TO CENTERLINE OF GROUND UNLESS SPECIFIED OTHERWISE.  
 DIMENSIONS TO CENTERLINE OF SEA LEVEL UNLESS SPECIFIED OTHERWISE.

DATE: 11/11/2025  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]

**REVISIONS**  
 NO. DESCRIPTION  
 1. [Description]  
 2. [Description]  
 3. [Description]  
 4. [Description]  
 5. [Description]  
 6. [Description]  
 7. [Description]  
 8. [Description]  
 9. [Description]  
 10. [Description]

**SECTION LINE**

**SECTION LINE**

**FIRST FLOOR PLAN**  
**ENCLOSURE 11**  
**LEVEL 1000**

**TYPICAL CROSS SECTION 101**  
**FOR CORNER AND OTHER WALLS**  
**BETWEEN PARTS 1 & 2**

**TYPICAL CROSS SECTION 102**  
**FOR CORNER AND OTHER WALLS**  
**BETWEEN PARTS 1 & 2**

**TYPICAL CROSS SECTION 103**  
**FOR CORNER AND OTHER WALLS**  
**BETWEEN PARTS 1 & 2**

COMMUNITY PLAN NUMBER

CP 22863

TOTAL SHEETS 32 OF 34 SHEETS

DATE

5/8/2005

*[Signature]*  
 PROJECT LEADER  
 REGISTRATION-GENERAL

APPLICATION 102668593

11709670

APPROVAL NUMBER 491 (10967)

CERTIFICATE OF LAND YIELDER

RICHARD WOOD

I, the undersigned, being the holder of the said license Act 1994 certify that the above is correct for the purposes of the said Act 1994

Dated this 20th day of APRIL 2011

*[Signature]*  
 Signature of Land Yielder

LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS

| LOT | LOT ENTITLEMENT | SUBDIVIDED | LOT | LOT ENTITLEMENT | SUBDIVIDED |
|-----|-----------------|------------|-----|-----------------|------------|
| 1   | 64              |            | 31  | 54              |            |
| 2   | 57              |            | 32  | 42              |            |
| 3   | 57              |            | 33  | 43              |            |
| 4   | 57              |            | 34  | 36              |            |
| 5   | 64              |            | 35  | 35              |            |
| 6   | 64              |            | 36  | 53              |            |
| 7   | 57              |            | 37  | 46              |            |
| 8   | 57              |            | 38  | 48              |            |
| 9   | 57              |            | 39  | 69              |            |
| 10  | 64              |            | 40  | 50              |            |
| 11  | 64              |            | 41  | 35              |            |
| 12  | 46              |            | 42  | 45              |            |
| 13  | 33              |            | 43  | 50              |            |
| 14  | 48              |            | 44  | 50              |            |
| 15  | 46              |            | 45  | 45              |            |
| 16  | 33              |            | 46  | 35              |            |
| 17  | 46              |            | 47  | 35              |            |
| 18  | 67              |            | 48  | 45              |            |
| 19  | 69              |            | 49  | 78              |            |
| 20  | 47              |            | 50  | 57              |            |
| 21  | 34              |            | 51  | 58              |            |
| 22  | 34              |            | 52  | 54              |            |
| 23  | 47              |            | 53  | 42              |            |
| 24  | 47              |            | 54  | 44              |            |
| 25  | 56              |            | 55  | 40              |            |
| 26  | 34              |            | 56  | 34              |            |
| 27  | 47              |            | 57  | 71              |            |
| 28  | 69              |            | 58  | 81              |            |
| 29  | 56              |            | 59  | 77              |            |
| 30  | 58              |            | 60  | 54              |            |
|     |                 |            | 61  | 37              |            |

SUBSTITUTE SHEET

COMMUNITY PLAN NUMBER

**CP 22863**

THIS IS SHEET 23 OF 24 SHEETS

APPROVED

*[Signature]*  
5 / 8 / 2005  
AND REGISTRAR GENERAL

APPLICATION 10268503

Amended Valuation: 11709670

Amended Unit Areas: 11709671

CERTIFICATE OF LAND VALUER

R 101-4140-4000  
a land value with the meaning of the Land Values Act 1904  
certify that this schedule is correct for the purposes of the  
Community Times Act 1996

Date is on 20TH day of APRIL 2011

*[Signature]*  
Registrar of Land Values

LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS

| LOT | LOT ENTITLEMENT | SUBDIVIDED | LOT | LOT ENTITLEMENT | SUBDIVIDED |
|-----|-----------------|------------|-----|-----------------|------------|
| 62  | 37              |            | 93  | 54              |            |
| 63  | 52              |            | 94  | 106             |            |
| 64  | 52              |            | 95  | 61              |            |
| 65  | 37              |            | 96  | 61              |            |
| 66  | 37              |            | 97  | 61              |            |
| 67  | 52              |            | 98  | 61              |            |
| 68  | 74              |            | 99  | 58              |            |
| 69  | 60              |            | 100 | 58              |            |
| 70  | 63              |            | 101 | 106             |            |
| 71  | 51              |            | 102 | 68              |            |
| 72  | 38              |            | 103 | 49              |            |
| 73  | 57              |            | 104 | 56              |            |
| 74  | 56              |            | 105 | 109             |            |
| 75  | 57              |            | 106 | 63              |            |
| 76  | 54              |            | 107 | 63              |            |
| 77  | 57              |            | 108 | 63              |            |
| 78  | 55              |            | 109 | 63              |            |
| 79  | 30              |            | 110 | 63              |            |
| 80  | 63              |            | 111 | 63              |            |
| 81  | 14              |            | 112 | 109             |            |
| 82  | 66              |            | 113 | 71              |            |
| 83  | 125             |            | 114 | 51              |            |
| 84  | 98              |            | 115 | 58              |            |
| 85  | 59              |            | 116 | 147             |            |
| 86  | 59              |            | 117 | 73              |            |
| 87  | 59              |            | 118 | 112             |            |
| 88  | 60              |            | 119 | 76              |            |
| 89  | 57              |            | 120 | 131             |            |
| 90  | 99              |            | 121 | 118             |            |
| 91  | 65              |            | 122 | 73              |            |
| 92  | 47              |            |     |                 |            |

SUBSTITUTE SHEET

LOT ENTITLEMENT SHEET

| SCHEDULE OF LOT ENTITLEMENTS |                 |            |
|------------------------------|-----------------|------------|
| LOT                          | LOT ENTITLEMENT | SUBDIVIDED |
| 123                          | 55              |            |
| 124                          | 60              |            |
| 125                          | 149             |            |
| 126                          | 76              |            |
| 127                          | 16              |            |
| 128                          | 10              |            |
| 129                          | 97              |            |
| 130                          | 121             |            |
| 131                          | 76              |            |
| 132                          | 55              |            |
| 133                          | 63              |            |
| 134                          | 270             |            |
| 135                          | 203             |            |
| 136                          | 247             |            |
| 137                          | 244             |            |
| 138                          | 203             |            |
| 139                          | 256             |            |
| 140                          | 18              |            |
| 141                          | 214             |            |
| 142                          | 16              |            |
| 143                          | 49              |            |
| AGGREGATE                    | 9992            |            |

SUBSTITUTE SHEET

COMMUNITY PLAN NUMBER  
**CP 22863**

THIS IS SHEET 24 OF 24 SHEETS  
 APPROVED DEPOSITED  
*Richard Wood* 5/8/2005  
 18.9.12  
 (PRO) REGISTRAR-GENERAL

APPLICATION 15258593  
 Attention: Valuer AP No. 11709670  
 Attention: Valuer AP No. 11709671

CERTIFICATE OF LAND VALUER

I, RICHARD WOOD (1000)  
 a land valuer within the meaning of the Land Valuers Act 1984  
 certify that this schedule is correct for the purposes of the  
 Conducity Rules Act 1996

Dated the 20TH day of APRIL 2016

*Richard Wood*  
 Signature of Land Valuer

ANNEXURE C

FORM LF2 (Version 3)  
GUIDANCE NOTES AVAILABLE

|                                                                                   |
|-----------------------------------------------------------------------------------|
| Orig. <b>LF 14579030</b>                                                          |
|  |
| 12:17 24-Jul-2025<br>1 of 1                                                       |

LANDS TITLES REGISTRATION OFFICE  
SOUTH AUSTRALIA  
**LODGEMENT FOR FILING UNDER THE  
COMMUNITY TITLES ACT 1996**  
FORM APPROVED BY THE REGISTRAR-GENERAL

| SERIES NO | PREFIX |
|-----------|--------|
|           | LF2    |

AGENT CODE

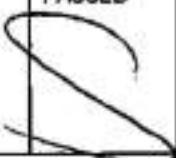



LODGED BY: MSLM

CORRECTION TO: MSLM

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT  
(COPIES ONLY)

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

|             |  |
|-------------|--|
| PICK-UP NO. |  |
|-------------|--|

|                                                                                                                                                                              |                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| CORRECTION                                                                                                                                                                   | PASSED                                                                                |
|                                                                                                                                                                              |  |
| FILED                                                                                                                                                                        |                                                                                       |
| <br> |                                                                                       |
|                                                                                                                                                                              |  |

**NOTICE OF AMENDMENT OF SCHEME DESCRIPTION  
NOTICE OF VARIATION OF BY-LAWS  
APPLICATION TO FILE VARIATION OF DEVELOPMENT CONTRACT**

**PRIVACY COLLECTION STATEMENT:** The information in this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes. It may also be used for other authorised purposes in accordance with Government legislation and policy requirements.

**INSTRUMENT AFFECTED** 13697789

**PLAN No.** 22863


**To the Registrar-General,**

Community Corporation No. 22863 Incorporated

I, Damien Brand, being an officer of Community Corporation No. 22863 Incorporated certify:


- (a) That a copy of the By-Laws attached to this certificate is a true copy of the By-Laws as varied by a special resolution of the Corporation made on 11 July 2025; and
- (b) That a copy of the resolution attached to this certificate is a true copy of the resolution referred to in paragraph (a).

Dated the 24<sup>th</sup> day of July 2025



Name: Damien Brand  
Position: Presiding Officer

This is a copy of the resolution of Community Corporation 22863 referred to in the attached Certificate.

  
 Damien Brand, Presiding Officer  
 Dated: 24 July 2025

**Air Apartments**  
**220 Greenhill Road, EASTWOOD**  
 Minutes of the Extraordinary General Meeting  
 On 11 July 2025 at 4:00 PM

**PROCEEDINGS**

|                                                             |                                               |        |
|-------------------------------------------------------------|-----------------------------------------------|--------|
| <b>Lots Represented by proxy<br/>to Horner Management :</b> | Christopher Platt                             | Lot 1  |
|                                                             | Patricia Lee                                  | Lot 3  |
|                                                             | Gemma Booth and Neville Flood                 | Lot 5  |
|                                                             | Max Hilbig                                    | Lot 6  |
|                                                             | A Lim                                         | Lot 7  |
|                                                             | Patricia Paddick                              | Lot 11 |
|                                                             | Michael Beerworth & Mary Beerworth            | Lot 12 |
|                                                             | Mr P M & Ms C D Constable                     | Lot 14 |
|                                                             | Joseph Clement Hoogland                       | Lot 16 |
|                                                             | Malcolm Peace                                 | Lot 17 |
|                                                             | K & G Brooks                                  | Lot 18 |
|                                                             | Richard Tyrcha                                | Lot 19 |
|                                                             | Lemigold Pty Ltd                              | Lot 22 |
|                                                             | R Maurer                                      | Lot 23 |
|                                                             | A Williams                                    | Lot 24 |
|                                                             | Chantal Didenko                               | Lot 26 |
|                                                             | G & R Quinn                                   | Lot 28 |
|                                                             | Angus Simpson                                 | Lot 30 |
|                                                             | Amelia French                                 | Lot 32 |
|                                                             | Jill Berry                                    | Lot 33 |
|                                                             | V Horrocks & K Fernandez                      | Lot 35 |
|                                                             | Kenneth Milne & Elisabeth Milne               | Lot 36 |
|                                                             | Lee Elliott                                   | Lot 38 |
|                                                             | V Hughes                                      | Lot 40 |
|                                                             | Penelope Moore                                | Lot 44 |
|                                                             | David Estcourt Hughes & Norma Estcourt Hughes | Lot 48 |
|                                                             | S McCormick                                   | Lot 49 |
|                                                             | Damien Brand                                  | Lot 53 |
|                                                             | Spencer Briggs                                | Lot 55 |
|                                                             | J Farrin                                      | Lot 56 |
|                                                             | Arthur & Janice Dabernig                      | Lot 58 |
|                                                             | Craig Fisher & Ken Fisher                     | Lot 59 |
|                                                             | Sheri Cornish                                 | Lot 60 |
|                                                             | Elizabeth Keen                                | Lot 63 |
|                                                             | J & S Lyons                                   | Lot 64 |
|                                                             | Tania Chilton                                 | Lot 65 |
|                                                             | Annette Tyrcha                                | Lot 66 |
|                                                             | N Carlin                                      | Lot 68 |

|                                                          |         |
|----------------------------------------------------------|---------|
| Michael & Sue Rabbitt                                    | Lot 72  |
| Meryllyn Becker                                          | Lot 73  |
| Delwyn Cox                                               | Lot 74  |
| Anja Korhonen                                            | Lot 75  |
| Annette Kidman                                           | Lot 76  |
| R Gray                                                   | Lot 77  |
| James & Susan Johnson                                    | Lot 79  |
| C Franklin                                               | Lot 80  |
| James Clarke & Christopher Clarke                        | Lot 81  |
| G Cook                                                   | Lot 83  |
| A Gerovasilis                                            | Lot 84  |
| A & B Logothetis                                         | Lot 86  |
| R Rodenburg & H Bennett                                  | Lot 87  |
| J & D Kirk                                               | Lot 88  |
| Bronwyn Arnold                                           | Lot 89  |
| Marilyn Richards                                         | Lot 90  |
| A & S Holzapfel                                          | Lot 91  |
| Helen Gilbert                                            | Lot 94  |
| Adele Richards & Mark Richards                           | Lot 95  |
| Ms Rima E Staugas                                        | Lot 96  |
| Mr K Hamilton Norris                                     | Lot 97  |
| Richwood Nominees (SA) Pty Ltd ATF Richwood Family Trust | Lot 98  |
| Alison & Vlado Damjanovski                               | Lot 99  |
| Damien Brand                                             | Lot 100 |
| W Kwasniewski                                            | Lot 104 |
| Barrie Grimmitt                                          | Lot 105 |
| R Worthington & A Saunders                               | Lot 109 |
| A Nicholson                                              | Lot 111 |
| Jodie Brown                                              | Lot 112 |
| Geoff Whitbread & Carol Neil                             | Lot 116 |
| Rebecca Gooden                                           | Lot 117 |
| S Eastick                                                | Lot 118 |
| Collett Nominees Pty Ltd                                 | Lot 119 |
| S Nagy                                                   | Lot 120 |
| J and J Lawrence                                         | Lot 121 |
| Diana McLaurin                                           | Lot 122 |
| D McLaurin                                               | Lot 123 |
| Rosemary Gracarin                                        | Lot 124 |
| John and D Litchfield                                    | Lot 128 |
| S Adey                                                   | Lot 130 |
| M and D Rogowski                                         | Lot 131 |
| Michael & Sue Rabbitt                                    | Lot 132 |
| Susan Dolling                                            | Lot 135 |
| Ann Barner                                               | Lot 137 |

Graham & Susan Mapp  
Wayne & Vivien Constable  
CQ Energy Pty Ltd

Lot 138  
Lot 141  
Lot 143

**Chairperson:** Luke Scicluna representing Horner Management Pty Ltd

#### APPOINTMENT OF CHAIRPERSON

It was proposed that the representative of Horner Management chair the meeting.

The Representative of Horner Management may only chair the meeting if a majority of Members present and represented vote in favour of this. Horner Management have no right to vote except where exercising a specific proxy for a Member.

#### Motion CARRIED.

**VOTES** Yes : 82 No: 2 Abs: 0 Inv: 1  
1 invalid vote(s) - Non-financial

#### CONFIRMATION AND ACCEPTANCE OF THE MINUTES OF THE PREVIOUS GENERAL MEETING

Motion to accept the minutes of the previous Annual General Meeting as a correct record.

#### Motion CARRIED.

**VOTES** Yes : 70 No: 1 Abs: 13 Inv: 1  
1 invalid vote(s) - Non-financial

#### AMENDMENT 1 - DEFINITIONS BULK UPDATE

**Motion:** To make the following bulk amendments to the Corporation By Laws:-

| By-Law                                                                                | Current By-Law wording                                       | Proposed By-Law wording | Resolution wording                                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------|--------------------------------------------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 "Common Property" definition<br>3.3.1<br>3.3.4<br>3.3.5<br>19.2.8<br>22<br>23       | Lot Holder<br>Lot holder<br>lot holder<br>lot owner<br>owner | Lotholder               | Amend the definition of "Common Property" in By-Law 1, as well as By-Laws 3.3.1, 3.3.4, 3.3.5, 19.2.8, 22 and 23 to change the word "Lot Holder", "Lot holder", "lot holder" "lot owner" or "owner" (as the case may be) to "Lotholder". |
| 2.2<br>19.1.5                                                                         | By-law<br>by-law<br>by- law                                  | By-Law                  | Amend By-Laws 2.2 and 19.1.5 to change the word "By-law", "by-law" or "by- law" (as the case may be) to "By-Law".                                                                                                                        |
| 3.3.1(a) and (b)<br>8<br>11.13<br>11.14<br>16<br>18.1<br>18.2                         | lot                                                          | Lot                     | Amend By-Laws 3.3.1(a) and (b), 8, 11.13, 11.14, 16, 18.1 and 18.2 to change the word "lot" to "Lot".                                                                                                                                    |
| 32.1.2<br>32.3<br>32.3.1<br>32.3.2                                                    | occupier                                                     | Occupier                | Amend By-Laws 32.1.2, 32.3, 32.3.1 and 32.3.2 to change the word "occupier" to "Occupier".                                                                                                                                               |
| 1 "Restricted Property" definition<br>3.3.7<br>11.2<br>14.1<br>19.2.1<br>19.2.4<br>25 | Corporation                                                  | Community Corporation   | Amend the definition of "Restricted Property" in By-Law 1, as well as By-Laws 11.2, 14.1, 19.2.1, 19.2.4 and 25 to include "Community" before the word "Corporation".                                                                    |

**Motion CARRIED.****VOTES**

Yes : 83

No: 1

Abs: 0

Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 2****Motion:** Amend the introduction to the By-Laws by replacing the word "relates" with "relate".

| By-Law       | Current By-Law                                                                                                                                                                                                                                                             | Proposed By-Law                                                                                                                                                                                                                                                           | Resolution wording                                                                   | Comment / clarification                     |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|---------------------------------------------|
| Introduction | These By-Laws relates to the control and management of the Common Property and the Community Lots and as such may only be amended or revoked by special resolution by the Community Corporation in accordance with Section 39 of the Community Titles Act and Regulations. | These By-Laws relate to the control and management of the Common Property and the Community Lots and as such may only be amended or revoked by special resolution by the Community Corporation in accordance with Section 39 of the Community Titles Act and Regulations. | Amend the Introduction to the By-Laws by replacing the word "relates" with "relate". | Small change to rectify typographical error |

**Motion CARRIED.****VOTES**

Yes : 83

No: 1

Abs: 0

Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 3****Motion:** Amend the definition of "Authorised Person" in By-Law 1 to read as follows: "Authorised Person" means a person on the Community Parcel with the written consent of a Lotholder or Occupier of a Lot or the Community Corporation;

| By-Law                              | Current By-Law                                                                                                                                                   | Proposed By-Law                                                                                                                                       | Resolution wording                                                          | Comment / clarification                      |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|----------------------------------------------|
| 1<br>"Authorised Person" definition | "Authorised Person" means a person on the Community Parcel with the consent express or implied of a Lotholder or Occupier of a Lot or the Community Corporation; | "Authorised Person" means a person on the Community Parcel with the written consent of a Lotholder or Occupier of a Lot or the Community Corporation; | Amend the definition of "Authorised Person" in By-Law 1 to read as follows: | Amends definition to clarify type of consent |

**Motion CARRIED.****VOTES**

Yes : 83

No: 1

Abs: 0

Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 4****Motion:** Amend the definition of "Community Corporation" in By-Law 1 to read as follows: "Community Corporation" means a corporation established when a plan of community division is deposited in the Lands Titles Registration Office. The Lotholders of the Lots are the members of the Community Corporation;

| By-Law                                  | Current By-Law                                                                                                                                                                                                                 | Proposed By-Law                                                                                                                                                                                                          | Resolution wording                                                              | Comment / clarification       |
|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|-------------------------------|
| 1<br>"Community Corporation" definition | "Community Corporation" means a corporation established when a plan of community division is deposited in the Lands Titles Registration Office. The owners of the community lots are the members of the Community Corporation; | "Community Corporation" means a corporation established when a plan of community division is deposited in the Lands Titles Registration Office. The Lotholders of the Lots are the members of the Community Corporation; | Amend the definition of "Community Corporation" in By-Law 1 to read as follows: | Adopts multiple defined terms |

**Motion CARRIED.**

**VOTES**

Yes : 83

No: 1

Abs: 0

Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 5**

**Motion:** Include in By-Law 1 the defined term "Facilities" to read as follows: "Facilities" means the swimming pools (inclusive of the area surrounding the pools), the spa, the tennis court, the gym, the cinema, the pavilion, the multipurpose room and associated amenities;

| By-Law                          | Current By-Law | Proposed By-Law                                                                                                                                                                                    | Resolution wording                                                    | Comment / clarification           |
|---------------------------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|-----------------------------------|
| 1<br>"Facilities"<br>definition |                | "Facilities" means the swimming pools (inclusive of the area surrounding the pools), the spa, the tennis court, the gym, the cinema, the pavilion, the multipurpose room and associated amenities; | include in By-Law 1 the defined term "Facilities" to read as follows: | Addition of definition to By-Laws |

**Motion CARRIED.****VOTES**

Yes : 83

No: 1

Abs: 0

Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 6**

**Motion:** Amend the definition of "Occupier" in By-Law 1 to read as follows: "Occupier" of a Lot means the occupant of the Lot (whether they occupy the Lot as tenant pursuant to a Lease Agreement, or Latholder), and if the Lot is unoccupied, the Latholder of the Lot;

| By-Law                        | Current By-Law                                                              | Proposed By-Law                                                                                                                                                                                | Resolution wording                                                 | Comment / clarification                  |
|-------------------------------|-----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|------------------------------------------|
| 1<br>"Occupier"<br>definition | "Occupier" of a Lot includes, if a Lot is unoccupied, the Owner of the Lot. | "Occupier" of a Lot means the occupant of the Lot (whether they occupy the Lot as tenant pursuant to a Lease Agreement, or Latholder), and if the Lot is unoccupied, the Latholder of the Lot; | Amend the definition of "Occupier" in By-Law 1 to read as follows: | Expand definition to clarify application |

**Motion CARRIED.****VOTES**

Yes : 82

No: 2

Abs: 0

Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 7**

**Motion:** Amend By-Law 3.3.6 to read as follows: Voting will be by written ballot (which may be hosted via manual or electronic means) unless there is only one nomination for the position.

| By-Law | Current By-Law                                                                         | Proposed By-Law                                                                                                                             | Resolution wording                     | Comment / clarification         |
|--------|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|---------------------------------|
| 3.3.6  | Voting will be by written ballot unless there is only one nomination for the position. | Voting will be by written ballot (which may be hosted via manual or electronic means) unless there is only one nomination for the position. | Amend By-Law 3.3.6 to read as follows: | To facilitate electronic voting |

**Motion CARRIED.****VOTES**

Yes : 77

No: 7

Abs: 0

Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 8****Motion:** Amend By-Law 4 to read as follows:

1. *The Common Property is, subject to the Act and these By-Laws, for the common use and enjoyment of Occupiers and their invitees.*
2. *The Facilities are for the exclusive use of Occupiers and their invitees. Employees of a Lotholder or Occupier of any Retail Lot are not permitted to use the Facilities.*

| By-Law | Current By-Law                                                                                                                                                  | Proposed By-Law                                                                                                                                                                                                                                                                                                                                                            | Resolution wording                 | Comment / clarification                |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|----------------------------------------|
| 4      | The Common Property is, subject to the Act and these By-Laws, for the common use and enjoyment of Authorised Persons, Lotholders, Occupiers and their invitees. | <ol style="list-style-type: none"> <li>1. The Common Property is, subject to the Act and these By-Laws, for the common use and enjoyment of Occupiers and their invitees.</li> <li>2. The Facilities are for the exclusive use of Occupiers and their invitees. Employees of a Lotholder or Occupier of any Retail Lot are not permitted to use the Facilities.</li> </ol> | Amend By-Law 4 to read as follows: | Expands defined use of common property |

**Motion CARRIED.****VOTES**

Yes : 82      No: 2      Abs: 0      Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 9****Motion:** Amend By-Law 5 to read as follows:*The Community Corporation may enter into, ratify and adopt, take an assignment of or novate a contract with persons to provide:*

- *5.1.management, security, operational maintenance, cleaning, telecommunication and other services in connection with the Common Property;*
- *5.2.services or amenities to the Lotholders or Occupiers of Lots; and*
- *5.3.other services or amenities to the Common Property, or the Lotholders and Occupiers of the Lots.*

| By-Law | Current By-Law                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Proposed By-Law                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Resolution wording                 | Comment / clarification       |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-------------------------------|
| 5      | The Community Corporation may enter into, ratify and adopt, take an assignment of or novate a contract with persons to provide: <ul style="list-style-type: none"> <li>• 5.1.management, security, operational maintenance, cleaning telecommunication and other services in connection with the Common Property;</li> <li>• 5.2.services or amenities to the Lotholders or Occupiers of Lots; and</li> <li>• 5.3.other services or amenities to the Common Property, or the proprietors and occupiers of the Lots.</li> </ul> | The Community Corporation may enter into, ratify and adopt, take an assignment of or novate a contract with persons to provide: <ul style="list-style-type: none"> <li>• 5.1.management, security, operational maintenance, cleaning, telecommunication and other services in connection with the Common Property;</li> <li>• 5.2.services or amenities to the Lotholders or Occupiers of Lots; and</li> <li>• 5.3.other services or amenities to the Common Property, or the Lotholders and Occupiers of the Lots.</li> </ul> | Amend By-Law 5 to read as follows: | Adopts multiple defined terms |

**Motion CARRIED.****VOTES**

Yes : 82      No: 1      Abs: 1      Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 10**

**Motion:** Amend By-Law 6.2 to read as follows: *The Community Corporation must ensure that a separate letter box for delivery of mail is available for use by the Latholder or Occupier of each Lot.*

| By-Law | Current By-Law                                                                                                                                        | Proposed By-Law                                                                                                                                      | Resolution wording                   | Comment / clarification       |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-------------------------------|
| 6.2    | The Community Corporation must ensure that a separate letter box for delivery of mail is available for use by the proprietor or occupier of each Lot. | The Community Corporation must ensure that a separate letter box for delivery of mail is available for use by the Latholder or Occupier of each Lot. | Amend By-Law 6.2 to read as follows: | Adopts multiple defined terms |

**Motion CARRIED.**

**VOTES**

Yes : 83

No: 1

Abs: 0

Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 11**

**Motion:** Amend By-Law 7.10 to read as follows: *use any barbecue or cooking device other than one that is gas or electrically fired so as to minimise smoke generation;*

| By-Law | Current By-Law                                                                                                          | Proposed By-Law                                                                                                         | Resolution wording                    | Comment / clarification                   |
|--------|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-------------------------------------------|
| 7.10   | Use any barbecue or cooking device other than one that is gas or electrically fired so as to minimize smoke generation; | Use any barbecue or cooking device other than one that is gas or electrically fired so as to minimise smoke generation; | Amend By-Law 7.10 to read as follows: | Rectifies American spelling of "minimise" |

**Motion CARRIED.**

**VOTES**

Yes : 81

No: 2

Abs: 1

Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 12**

**Motion:** Amend By-Law 7.12 to read as follows:

*relocate or remove the contents of a Lot without the approval of the building Manager, outside the hours of 9.00am to 5.00pm Monday to Friday;*

*7.12.1 relocate or remove the contents of a Lot during the daily weekend hours of 9.00am and 5.00pm without the approval of the Building Manager.*

*7.12.2 relocate or remove the contents of a Lot without the installation of the protective curtains in the elevators. The installation of the protective curtains in the elevators is at the discretion of the Building Manager.*

| By-Law | Current By-Law                                                                                                                                                                                                                                                                                                                                                                               | Proposed By-Law                                                                                                                                                                                                                                                                                     | Resolution wording                    | Comment / clarification                                          |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|------------------------------------------------------------------|
| 7.12   | relocate or remove the contents of a Lot without the approval of the building Manager, outside the hours of 9.00am to 5.00pm Monday to Friday;<br>7.12.1. relocate or remove the contents of a Lot during the daily weekend hours of 9.00am and 5.00pm without the approval of the Building Manager. The relocation or removal of the contents of a Lot during these hours will incur a cost | relocate or remove the contents of a Lot without the approval of the building Manager, outside the hours of 9.00am to 5.00pm Monday to Friday;<br>7.12.1 relocate or remove the contents of a Lot during the daily weekend hours of 9.00am and 5.00pm without the approval of the Building Manager. | Amend By-Law 7.12 to read as follows: | Monetary obligation unenforceable as per section 37(1)(b) of Act |

|                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                    |  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| of \$200.00 to be paid by the Lot Owner/<br>Tenant.<br>7.12.2. relocate or remove the contents<br>of a Lot without the installation of the<br>protective curtains in the elevators. The<br>installation of the protective curtains in<br>the elevators is at the discretion of the<br>Building Manager and will incur a cost of<br>\$50.00 to be paid by the Lot Owner/<br>Tenant. | 7.12.2.relocate or remove the<br>contents of a Lot without the<br>installation of the protective curtains<br>in the elevators. The installation of<br>the protective curtains in the<br>elevators is at the discretion of the<br>Building Manager. |  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|

**Motion CARRIED.****VOTES**

Yes : 83

No: 1

Abs: 0

Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 13**

**Motion:** Amend By-Law 7.20 to read as follows: scooter (including e-scooter), rollerblade, rollerskate or ride a skateboard or any other like device.

| By-Law | Current By-Law                                                          | Proposed By-Law                                                                                        | Resolution wording                    | Comment / clarification                 |
|--------|-------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|---------------------------------------|-----------------------------------------|
| 7.20   | rollerblade, rollerskate or ride a skateboard or any other like device; | scooter (including e-scooter), rollerblade, rollerskate or ride a skateboard or any other like device; | Amend By-Law 7.20 to read as follows: | include "scooter (including e-scooter)" |

**Motion CARRIED.****VOTES**

Yes : 83

No: 1

Abs: 0

Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 14**

**Motion:** Include in By-Law 7.30 to read as follows: pass a Security Key to a person who is not an Occupier or invitee of an Occupier to use the Facilities. Security Keys distributed in breach of this By-Law 7.30 are liable to cancellation/deletion by the Community Corporation.

| By-Law | Current By-Law | Proposed By-Law                                                                                                                                                                                                                   | Resolution wording                         | Comment / clarification |
|--------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-------------------------|
| 7.30   |                | pass a Security Key to a person who is not an Occupier or invitee of an Occupier to use the Facilities. Security Keys distributed in breach of this By-Law 7.30 are liable to cancellation/deletion by the Community Corporation; | Include in By-Law 7.30 to read as follows: | Addition of By-Laws     |

**Motion CARRIED.****VOTES**

Yes : 79

No: 5

Abs: 0

Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 15**

**Motion:** Include in By-Law 7.31 to read as follows:

use the Facilities for the purpose of:

7.31.1 personal financial gain or income; and/or

7.31.2 the advancement of business, volunteer or other organisation interests (other than interests that arise by virtue of the Community Corporation).

For the avoidance of doubt, this includes but is not limited to business, training or other such meetings relating to a business or organisation, commercial sales activities and events held for the benefit of a business or organisation. The Facilities are for the social and recreational benefit of Occupiers and their invitees only; and

| By-Law | Current By-Law | Proposed By-Law                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Resolution wording                         | Comment / clarification |
|--------|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-------------------------|
| 7.31   |                | use the Facilities for the purpose of:<br>7.31.1 personal financial gain or income; and/or<br>7.31.2 the advancement of business, volunteer or other organisation interests (other than interests that arise by virtue of the Community Corporation).<br>For the avoidance of doubt, this includes but is not limited to business, training or other such meetings relating to a business or organisation, commercial sales activities and events held for the benefit of a business or organisation. The Facilities are for the social and recreational benefit of Occupiers and their invitees only; and | include in By-Law 7.31 to read as follows: | Addition of By-Laws     |

**Motion CARRIED.**

**VOTES**

Yes : 78

No: 6

Abs: 0

Inv: 1

1 invalid vote(s) - Non-financial

#### AMENDMENT 16

**Motion:** Include in By-Law 7.32 to read as follows: use Common Property (including any Common Property electricity supply) for the purposes of charging electric motor vehicles, bikes and scooters (and any other like device) which contain lithium batteries (Electric Vehicle). A Lotholder and/or Occupier who stores an Electric Vehicle within their Lot must register the Electric Vehicle with the Community Corporation in writing.

| By-Law | Current By-Law | Proposed By-Law                                                                                                                                                                                                                                                                                                                                                                           | Resolution wording                         | Comment / clarification |
|--------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-------------------------|
| 7.32   |                | use Common Property (including any Common Property electricity supply) for the purposes of charging electric motor vehicles, bikes and scooters (and any other like device) which contain lithium batteries (Electric Vehicle). A Lotholder and/or Occupier who stores an Electric Vehicle within their Lot must register the Electric Vehicle with the Community Corporation in writing. | include in By-Law 7.32 to read as follows: | Addition of By-Laws     |

**Motion CARRIED.**

**VOTES**

Yes : 77

No: 7

Abs: 0

Inv: 1

1 invalid vote(s) - Non-financial

#### AMENDMENT 17

**Motion:** Amend By-Law 8.11 to read as follows: *vaping and/or smoking tobacco or any item that causes a nuisance or hazard to the occupier of any other lot or building;*

| By-Law | Current By-Law                                                                                             | Proposed By-Law                                                                                                          | Resolution wording                    | Comment / clarification |
|--------|------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-------------------------|
| 8.11   | smoking tobacco or any item that causes a nuisance or hazard to the occupier of any other lot or building; | vaping and/or smoking tobacco or any item that causes a nuisance or hazard to the occupier of any other lot or building; | Amend By-Law 8.11 to read as follows: | include "vaping"        |

**Motion CARRIED.**

**VOTES**

Yes : 83

No: 1

Abs: 0

Inv: 1

1 invalid vote(s) - Non-financial

#### AMENDMENT 18

**Motion:** Remove By-Law 8.12.

| By-Law | Current By-Law                                                                           | Proposed By-Law | Resolution wording  | Comment / clarification |
|--------|------------------------------------------------------------------------------------------|-----------------|---------------------|-------------------------|
| 8.12   | any direction of recommendation provided by a government body as to the use of balconies | -               | Remove By-Law 8.12. | Decision of CC          |

**Motion CARRIED.**

**VOTES**

Yes : 83

No: 1

Abs: 0

Inv: 1

1 invalid vote(s) - Non-financial

#### AMENDMENT 19

**Motion:** Amend By-Law 9.2 to read as follows: *The Community Corporation shall be responsible for the collection and removal of residential waste and recyclable goods from the storage areas provided and may appoint a contractor to attend to such collection and removal and shall take reasonable measures to minimise disruption to Occupiers.*

| By-Law | Current By-Law                                                                                                                                                                                                                                                                                        | Proposed By-Law                                                                                                                                                                                                                                                                                       | Resolution wording                   | Comment / clarification                                                     |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-----------------------------------------------------------------------------|
| 9.2    | The Community Corporation shall be responsible for the collection and removal of residential waste and recyclable goods from the storage areas provided and may appoint a contractor to attend to such collection and removal and shall take reasonable measures to minimize disruption to occupiers. | The Community Corporation shall be responsible for the collection and removal of residential waste and recyclable goods from the storage areas provided and may appoint a contractor to attend to such collection and removal and shall take reasonable measures to minimise disruption to Occupiers. | Amend By-Law 9.2 to read as follows: | Adopts multiple defined terms and rectifies American spelling of "minimise" |

**Motion CARRIED.**

**VOTES**

Yes : 83

No: 1

Abs: 0

Inv: 1

1 invalid vote(s) - Non-financial

#### AMENDMENT 20

**Motion:** Amend By-Law 9.4 to read as follows: *A Lotholder or Occupier of a Lot must dispose of any refuse, rubbish, E-waste or other materials in accordance with the Rules for refuse management passed from time to time by the Community Corporation.*

| By-Law | Current By-Law                                                                                                                                                                                    | Proposed By-Law                                                                                                                                                                                            | Resolution wording                   | Comment / clarification |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-------------------------|
| 9.4    | A Lotholder or Occupier of a Lot must dispose of any refuse, rubbish or other materials in accordance with the Rules for refuse management passed from time to time by the Community Corporation. | A Lotholder or Occupier of a Lot must dispose of any refuse, rubbish, E-waste or other materials in accordance with the Rules for refuse management passed from time to time by the Community Corporation. | Amend By-Law 9.4 to read as follows: | Include E-Waste         |

**Motion CARRIED.**

**VOTES**

Yes : 83

No: 1

Abs: 0

Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 21**

**Motion:** Remove By-Law 9.5.

| By-Law | Current By-Law                                                                                                                                                                                                                                | Proposed By-Law | Resolution wording | Comment / clarification                                          |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------|------------------------------------------------------------------|
| 9.5    | A Lotholder of a Lot shall be responsible for any additional cost incurred by the Community Corporation for non observance of proper rubbish disposal practices whether caused by the Lotholders or Occupier or Authorised Person of the Lot. |                 | Remove By-Law 9.5. | Monetary obligation unenforceable as per section 37(1)(b) of Act |

**Motion CARRIED.**

**VOTES**

Yes : 82

No: 2

Abs: 0

Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 22**

**Motion:** Amend By-Law 12.7 to read as follows: *shall be responsible for the storage and removal of all refuse*

| By-Law | Current By-Law                                                    | Proposed By-Law                                                | Resolution wording                    | Comment / clarification                    |
|--------|-------------------------------------------------------------------|----------------------------------------------------------------|---------------------------------------|--------------------------------------------|
| 12.7   | shall be responsible for the storage and removable of all refuse. | shall be responsible for the storage and removal of all refuse | Amend By-Law 12.7 to read as follows: | Rectify typographical error of 'removable' |

**Motion CARRIED.**

**VOTES**

Yes : 83

No: 1

Abs: 0

Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 23**

**Motion:** Amend By-Law 13.5 to read as follows: *shall allow access to the lift rooms on the roof of the Community Corporation to any Authorised Person of the Community Corporation or Management Committee for the repair and maintenance of the lifts; and*

| By-Law | Current By-Law | Proposed By-Law | Resolution wording | Comment / clarification |
|--------|----------------|-----------------|--------------------|-------------------------|
|--------|----------------|-----------------|--------------------|-------------------------|

|      |                                                                                                                                                     |                                                                                                                                                                                                              |                                       |                                                                                                       |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-------------------------------------------------------------------------------------------------------|
| 13.5 | shall allow access to the lift rooms on the roof of the Community Corporation or any authorized person for the repair and maintenance of the lifts. | shall allow access to the lift rooms on the roof of the Community Corporation to any Authorised Person of the Community Corporation or Management Committee for the repair and maintenance of the lifts; and | Amend By-Law 13.5 to read as follows: | Adopt defined term (limited to Authorised Persons of Community Corporation and Management Committee). |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-------------------------------------------------------------------------------------------------------|

**Motion CARRIED.****VOTES**

Yes : 78

No: 6

Abs: 0

Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 24**

**Motion:** Include By-Law 13.6 to read as follows: *hall allow access to the roof space on Lot 142 to any Authorised Person to the Community Corporation or Management Committee in order to facilitate the repair and maintenance of Common Property.*

| By-Law | Current By-Law | Proposed By-Law                                                                                                                                                                                     | Resolution wording                      | Comment / clarification   |
|--------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------|
| 13.6   |                | shall allow access to the roof space on Lot 142 to any Authorised Person to the Community Corporation or Management Committee in order to facilitate the repair and maintenance of Common Property. | Include By-Law 13.6 to read as follows: | Facilitate any CP repairs |

**Motion CARRIED.****VOTES**

Yes : 78

No: 5

Abs: 1

Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 25**

**Motion:** Amend By-Law 14.1.1 to change the wording "Botten Bar" to "Bottom Bar".

| By-Law | Current By-Law | Proposed By-Law | Resolution wording                                                      | Comment / clarification      |
|--------|----------------|-----------------|-------------------------------------------------------------------------|------------------------------|
| 14.1.1 | Botten Bar     | Bottom Bar      | Amend By-Law 14.1.1 to change the wording "Botten Bar" to "Bottom Bar". | Rectify typographical error. |

**Motion CARRIED.****VOTES**

Yes : 84

No: 0

Abs: 0

Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 26**

**Motion:** Amend By-Law 20.1 to read as follows: *A Latholder or Occupier of a Lot may not, with the exception for a dog trained for use by a Latholder or Occupier or visitor of a Lot who suffers from a disability to assist them in respect of that disability, keep a pet or animal in their Lot or allow that animal access to the Common Property without the prior written approval (licence agreement) of the Community Corporation, or Management Committee on such terms or conditions as the Community Corporation shall impose. In the event approval is granted by the Community Corporation, such approval shall be limited to one pet or animal per Lot.*

| By-Law | Current By-Law                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Proposed By-Law                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Resolution wording                    | Comment / clarification              |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------------------|
| 20.1   | A Lotholder or Occupier of a Lot may not, with the exception for a dog trained for use by a Lotholder or Occupier or visitor of a Lot who suffers from a disability to assist them in respect of that disability, keep a pet or animal in their Lot or allow that animal access to the Common Property without the prior written approval (licence agreement) of the Community Corporation, or Management Committee on such terms or conditions as the Community Corporation shall impose. | A Lotholder or Occupier of a Lot may not, with the exception for a dog trained for use by a Lotholder or Occupier or visitor of a Lot who suffers from a disability to assist them in respect of that disability, keep a pet or animal in their Lot or allow that animal access to the Common Property without the prior written approval (licence agreement) of the Community Corporation, or Management Committee on such terms or conditions as the Community Corporation shall impose. In the event approval is granted by the Community Corporation, such approval shall be limited to one pet or animal per Lot. | Amend By-Law 20.1 to read as follows: | Restrict number of pets per Lot to 1 |

**Motion CARRIED.**

**VOTES**

Yes : 77

No: 5

Abs: 2

Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 27**

**Motion:** Amend By-Law 20.3 to read as follows: *A Lotholder or Occupier of a Lot must ensure that any animal in their control does not urinate, defecate, or foul or soil in any other way the Common Property and shall be responsible for immediately cleaning up such urine, defecate or other soiling after the pet has caused such soiling.*

| By-Law | Current By-Law                                                                                                                                                                                                                                                                                        | Proposed By-Law                                                                                                                                                                                                                                                                                  | Resolution wording                    | Comment / clarification                    |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------------------------|
| 20.3   | A Lotholder or Occupier of a Lot must ensure that any animal in his or her control does not urinate, defecate, or foul or soil in any other way the Common Property and shall be responsible for immediately cleaning up such urine, defecate or other soiling after the pet has caused such soiling. | A Lotholder or Occupier of a Lot must ensure that any animal in their control does not urinate, defecate, or foul or soil in any other way the Common Property and shall be responsible for immediately cleaning up such urine, defecate or other soiling after the pet has caused such soiling. | Amend By-Law 20.3 to read as follows: | Neutralise language (his and her to their) |

**Motion CARRIED.**

**VOTES**

Yes : 82

No: 2

Abs: 0

Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 28**

**Motion:** Include By-Law 20.5 to read as follows: *A Lotholder or Occupier of a Lot must ensure that any animal in their control is on a lead, contained and/or under effective control at all times when in Common Property areas, including but not limited to the carpark, driveway and lobbies.*

| By-Law | Current By-Law | Proposed By-Law                                                                                       | Resolution wording                      | Comment / clarification |
|--------|----------------|-------------------------------------------------------------------------------------------------------|-----------------------------------------|-------------------------|
| 20.5   |                | A Lotholder or Occupier of a Lot must ensure that any animal in their control is on a lead, contained | include By-Law 20.5 to read as follows: | Clarify restrictions    |

|  |  |                                                                                                                                            |  |                   |
|--|--|--------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------|
|  |  | and/or under effective control at all times when in Common Property areas, including but not limited to the carpark, driveway and lobbies. |  | regarding animals |
|--|--|--------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------|

**Motion CARRIED.****VOTES**

Yes : 82

No: 2

Abs: 0

Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 29**

**Motion:** Include By-Law 20.6 to read as follows: *Animals are not permitted in the Facilities, with the exception of a dog trained and certified by a veterinarian or other relevant training organisation for use by a Lotholder or Occupier or invitee of a Lot who suffers from a disability to assist them in respect of that disability.*

| By-Law | Current By-Law | Proposed By-Law                                                                                                                                                                                                                                                                             | Resolution wording                      | Comment / clarification                |
|--------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|----------------------------------------|
| 20.6   |                | Animals are not permitted in the Facilities, with the exception of a dog trained and certified by a veterinarian or other relevant training organisation for use by a Lotholder or Occupier or invitee of a Lot who suffers from a disability to assist them in respect of that disability. | Include By-Law 20.6 to read as follows: | Clarify restrictions regarding animals |

**Motion CARRIED.****VOTES**

Yes : 80

No: 3

Abs: 1

Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 30**

**Motion:** Include By-Law 20.7 to read as follows: *Notwithstanding By-Law 20.6 above, animals are strictly prohibited from entering the swimming pools or pool areas.*

| By-Law | Current By-Law | Proposed By-Law                                                                                                    | Resolution wording                      | Comment / clarification                |
|--------|----------------|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------|----------------------------------------|
| 20.7   |                | Notwithstanding By-Law 20.6 above, animals are strictly prohibited from entering the swimming pools or pool areas. | Include By-Law 20.7 to read as follows: | Clarify restrictions regarding animals |

**Motion CARRIED.****VOTES**

Yes : 79

No: 5

Abs: 0

Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 31**

**Motion:** Amend By-Law 22 to read as follows: *The Community Corporation permits and allows the Lotholder from time to time to subdivide Community Strata Title Lot Number 84 into two separate Lots. The Lotholder shall at their expense obtain all necessary consents or approvals from any government or statutory authority pertaining to such alteration and provide to the Community Corporation with a copy of such consents and approvals, together with a proposal for such works including a detailed works program including all plans and specifications. The Community Corporation shall sign and execute any documentation required to amend the Community Plan to allow the subdivision to proceed.*

| By-Law | Current By-Law                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Proposed By-Law                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Resolution wording                         | Comment / clarification                                          |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|------------------------------------------------------------------|
| 22     | The Community Corporation permits and allows the Owners from time to time to subdivide Community Strata Title Lot Number 84 into two separate Lots. The owner shall at their expense obtain all necessary consents or approvals from any government or statutory authority pertaining to such alteration and provide to the Community Corporation with a copy of such consents and approvals, together with a proposal for such works including a detailed works program including all plans and specifications. The Community Corporation shall sign and execute any documentation required to amend the Community Plan to allow the subdivision to proceed. The registered owner of Lot 84 shall be responsible for all costs associated with the subdivision and shall indemnify the Community Corporation for all costs and expenses incurred thereof. | The Community Corporation permits and allows the Lotholder from time to time to subdivide Community Strata Title Lot Number 84 into two separate Lots. The Lotholder shall at their expense obtain all necessary consents or approvals from any government or statutory authority pertaining to such alteration and provide to the Community Corporation with a copy of such consents and approvals, together with a proposal for such works including a detailed works program including all plans and specifications. The Community Corporation shall sign and execute any documentation required to amend the Community Plan to allow the subdivision to proceed. | <i>Amend By-Law 22 to read as follows:</i> | Monetary obligation unenforceable as per section 37(1)(b) of Act |

**Motion CARRIED.****VOTES**

Yes : 79      No: 4      Abs: 1      Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 32**

**Motion:** Amend By-Law 24.1 to read as follows: *Subject to these By-Laws, Common Property is available for use by Occupiers and their invitees. Employees of a Lotholder or Occupier of any Retail Lot are not permitted to use the Facilities.*

| By-Law | Current By-Law                                                                                                                                           | Proposed By-Law                                                                                                                                                                                 | Resolution wording                           | Comment / clarification          |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|----------------------------------|
| 24.1   | Subject to these By-Laws, Common Property is available for use by:<br>24.1.1 Lotholders and Occupiers of the Lots; and<br>24.1.2 Authorised Persons; and | Subject to these By-Laws, Common Property is available for use by Occupiers and their invitees. Employees of a Lotholder or Occupier of any Retail Lot are not permitted to use the Facilities. | <i>Amend By-Law 24.1 to read as follows:</i> | Clarify limitations on use of CP |

**Motion CARRIED.****VOTES**

Yes : 82      No: 2      Abs: 0      Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 33**

**Motion:** Amend By-Law 24.6 to read as follows: *A Lotholder or Occupier of a Lot must not, except with the approval of the Community Corporation, or pursuant to By-Laws in force in the Community Parcel, use for their own purpose any part of the Common Property.*

| By-Law | Current By-Law                                                                                                                                                                                                             | Proposed By-Law                                                                                                                                                                                                       | Resolution wording                    | Comment / clarification                    |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------------------------|
| 24.6   | A Lotholder or Occupier of a Lot must not, except with the approval of the Community Corporation, or pursuant to By-Laws in force in the Community Parcel, use for his or her own purpose any part of the Common Property. | A Lotholder or Occupier of a Lot must not, except with the approval of the Community Corporation, or pursuant to By-Laws in force in the Community Parcel, use for their own purpose any part of the Common Property. | Amend By-Law 24.6 to read as follows: | Neutralise language (his and her to their) |

**Motion CARRIED.****VOTES**

Yes : 82      No: 2      Abs: 0      Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 34**

**Motion:** Amend By-Law 27 to read as follows: *All areas of the Common Property are smoke free (which includes, for the avoidance of doubt and without limitation, vaping or smoking tobacco or any other item).*

| By-Law | Current By-Law                                            | Proposed By-Law                                                                                                                                                   | Resolution wording                  | Comment / clarification       |
|--------|-----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------|
| 27     | All enclosed areas of the Common Property are smoke free. | All areas of the Common Property are smoke free (which includes, for the avoidance of doubt and without limitation, vaping or smoking tobacco or any other item). | Amend By-Law 27 to read as follows: | Clarify what smoke free means |

**Motion CARRIED.****VOTES**

Yes : 83      No: 1      Abs: 0      Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 35**

**Motion:** Amend By-Law 29.2 to read as follows: *A Lotholder or Occupier of a Lot must ensure that they and their invitees use visitor parking areas only for the purpose of casual parking.*

| By-Law | Current By-Law                                                                                                                                         | Proposed By-Law                                                                                                                             | Resolution wording                    | Comment / clarification                    |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------------------------|
| 29.2   | A Lotholder or Occupier of a Lot must ensure that his or her and his or her invitees use visitor parking areas only for the purpose of casual parking. | A Lotholder or Occupier of a Lot must ensure that they and their invitees use visitor parking areas only for the purpose of casual parking. | Amend By-Law 29.2 to read as follows: | Neutralise language (his and her to their) |

**Motion CARRIED.****VOTES**

Yes : 82      No: 2      Abs: 0      Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 36**

**Motion:** Include By-Law 29.3 to read as follows: *Visitor parking areas must not be used by a Lotholder, Occupier or employee of any Lotholder or Occupier of any Retail Lot when attending the building for the purposes of employment.*

| By-Law | Current By-Law | Proposed By-Law | Resolution wording | Comment / clarification |
|--------|----------------|-----------------|--------------------|-------------------------|
|--------|----------------|-----------------|--------------------|-------------------------|

|      |  |                                                                                                                                                                                        |                                         |                                       |
|------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------|
| 29.3 |  | Visitor parking areas must not be used by a Lotholder, Occupier or employee of any Lotholder or Occupier of any Retail Lot when attending the building for the purposes of employment. | Include By-Law 29.3 to read as follows: | Clarify use of visitor parking spaces |
|------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------|

**Motion CARRIED.****VOTES**

Yes : 77      No: 6      Abs: 1      Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 37**

**Motion:** Include By-Law 29.4 to read as follows: *The maximum time that a visitor is allowed to park in visitor parking areas is four (4) hours per day.*

| By-Law | Current By-Law | Proposed By-Law                                                                                        | Resolution wording                      | Comment / clarification               |
|--------|----------------|--------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------|
| 29.4   |                | The maximum time that a visitor is allowed to park in visitor parking areas is four (4) hours per day. | Include By-Law 29.4 to read as follows: | Clarify use of visitor parking spaces |

**Motion CARRIED.****VOTES**

Yes : 73      No: 10      Abs: 1      Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 38**

**Motion:** Amend By-Law 32.2.5 to read as follows: *not enter into a lease or grant rights of occupation of a Lot for a period of less than two (2) months, as prescribed by section 37(2)(a) of the Act.*

| By-Law | Current By-Law                                                                                          | Proposed By-Law                                                                                                                                       | Resolution wording                      | Comment / clarification                                                                |
|--------|---------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|----------------------------------------------------------------------------------------|
| 32.2.5 | not enter into a lease or grant rights of occupation of a Lot for a period of less than six (6) months. | not enter into a lease or grant rights of occupation of a Lot for a period of less than two (2) months, as prescribed by section 37(2)(a) of the Act. | Amend By-Law 32.2.5 to read as follows: | Correct limitation on short-term rental period to comply with section 37(2) of the Act |

**Motion CARRIED.****VOTES**

Yes : 78      No: 5      Abs: 1      Inv: 1

1 invalid vote(s) - Non-financial

**AMENDMENT 39**

**Motion:** Remove By-Law 32.2.1.3.

| By-Law   | Current By-Law                                                                                                                                                                                              | Proposed By-Law | Resolution wording      | Comment / clarification                                          |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------------------|------------------------------------------------------------------|
| 32.3.1.3 | if required by the Community Corporation, pay to the Community Corporation prior to moving an amount of \$500.00 or such other amount as the Community Corporation may require by way of a security deposit |                 | Remove By-Law 32.2.1.3. | Monetary obligation unenforceable as per section 37(1)(b) of Act |

|                                                                                                                                                                                                                                                |  |  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| which the Corporation may apply against damage to the community property or for costs incurred in relation to cleaning or supervision associated with such movement of goods or furniture or fines for breach of Corporation By-Laws or Rules. |  |  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|

**Motion CARRIED.**

**VOTES**

Yes : 81

No: 1

Abs: 2

Inv: 1

1 Invalid vote(s) - Non-financial

**MEETING CLOSURE**

The meeting was closed at 4:30pm.

TERMS OF INSTRUMENT NOT CHECKED BY  
LANDS TITLES OFFICE

By-Laws CP 22863  
Development No. 180 / C012 / 99


**COMMUNITY TITLES ACT 1996  
BY-LAWS**

**COMMUNITY CORPORATION NO. CP 22863 INCORPORATED**


for

**AIR APARTMENTS  
220 Greenhill Road Eastwood**

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

  
.....  
Damien Brand, Presiding Officer  
Dated: 24 July 2025

This is a copy of the By-Laws referred to in the attached certificate

  
.....  
Damien Brand, Presiding Officer  
Dated: 24 July 2025

TERMS OF INSTRUMENT NOT CHECKED BY  
LANDS TITLES OFFICE

By-Laws CP 22863  
Development No. 180 / C012 / 99

**COMMUNITY TITLES ACT 1996**

**BY-LAWS  
INDEX**

**INTRODUCTION ..... 4**

**PART 1 – DEFINITIONS ..... 4**

**PART 2 – MANDATORY BY-LAWS ..... 7**

3. Administration, Management and Control of Common Property ..... 7

4. Use and Enjoyment of the Common Property ..... 8

5. Community Corporation's Right to Enter into Contracts ..... 8

6. Delivery of Mail ..... 8

**PART 3 – COMMUNITY PARCEL ..... 8**

7. Prohibited Activities ..... 8

8. Balconies ..... 10

9. Disposal of Garbage and Recyclable Goods ..... 11

**PART 4 – USE OF LOTS ..... 11**

10. Good Repair ..... 11

11. Use of Residential Lot ..... 11

12. Use of Retail Lot No. 143 ..... 12

13. Use of Lot 142 ..... 13

14. Fixing of Window Treatments, Shutters, Blinds, Security Devices and Fly Screens ..... 13

15. Aerials and Solar Energy Devices ..... 14

16. Penetration of Walls, Floors, Balconies or Decks ..... 14

17. Things not in Keeping ..... 15

18. Maintenance of Building on Lot ..... 15

19. Renovation and Refurbishment of Lots ..... 15

20. Pets and Animals ..... 17

21. Lotholder and Occupier Responsible for Others ..... 17

22. Lot 84 ..... 17

23. Lot 134 and 143 ..... 18

**PART 5 – COMMON PROPERTY ..... 18**

24. Common Property ..... 18

TERMS OF INSTRUMENT NOT CHECKED BY  
LANDS TITLES OFFICE

By-Laws CP 22863  
Development No. 180 / C012 / 99

|                                     |                                                                    |           |
|-------------------------------------|--------------------------------------------------------------------|-----------|
| 25.                                 | Community Corporation to keep Common Property in Good Repair ..... | 18        |
| 26.                                 | Air Conditioning Plant and Hot Water Systems .....                 | 19        |
| 27.                                 | Smoke free policy .....                                            | 19        |
| <b>PART 6 – MISCELLANEOUS .....</b> |                                                                    | <b>19</b> |
| 28.                                 | Insurance .....                                                    | 19        |
| 29.                                 | Restrictions on Car Parking .....                                  | 19        |
| 30.                                 | Service of Notices: Infringement of the By-Laws .....              | 20        |
| 31.                                 | Rules .....                                                        | 20        |
| 32.                                 | Selling, Leasing and Moving .....                                  | 20        |
| 33.                                 | Breach of By-Laws .....                                            | 21        |
| 34.                                 | Indemnity and Release .....                                        | 21        |
| 35.                                 | Electricity Reselling .....                                        | 22        |
| 36.                                 | Council and public authority directions .....                      | 23        |

TERMS OF INSTRUMENT NOT CHECKED BY  
LANDS TITLES OFFICE

By-Laws CP 22863  
Development No. 180 / C012 / 99

**COMMUNITY TITLES ACT 1996  
BY-LAWS  
COMMUNITY CORPORATION NO. CP 22863 INCORPORATED**

**INTRODUCTION**

These By-Laws bind the Community Corporation, the Lotholders and Occupiers of the Community Lots and any persons entering the Community Parcel.

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

**PART 1 – DEFINITIONS**

1. The following words have these meanings in the By-Laws unless the contrary intention appears:

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

"Annual General Meeting" means an annual general meeting of the Community Corporation;

"Authorised Person" means a person on the Community Parcel with the written consent of a Lotholder or Occupier of a Lot or the Community Corporation;

"Body Corporate Manager" means the person or managing agent appointed by the Management Committee.

"By-Law" or "By-Laws" means a by-law included in these By-Laws, as amended from time to time;

"Community Corporation" means a corporation established when a plan of community division is deposited in the Lands Titles Registration Office. The Lotholders of the Lots are the members of the Community Corporation;

"Common Property" means

- (a) those parts of the Community Parcel and the building that do not comprise or form part of a Lot;
- (b) the service infrastructure (except for any part of the service infrastructure that is vested in a Minister of the Crown or other authority or any other Lotholder or person and the parts of the service infrastructure that provide a service to only one Lot);
- (c) any other property delineated as common property; and
- (d) any property vested in the Community Corporation to be owned as community property;

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

"Community Plan" means Community Corporation Plan No. 22863;

"Development Activities" means:

TERMS OF INSTRUMENT NOT CHECKED BY  
LANDS TITLES OFFICE

By-Laws CP 22863  
Development No. 180 / C012 / 99

- (a) any form of demolition work, building work or work ancillary to or associated with building work on the Community Parcel and Common Property including, without limitation, the installation of Private Services;
- (b) any form of landscaping work or work ancillary to or associated with landscaping work on the Community Parcel;
- (c) any form or work other than the forms or work referred to in paragraphs (a) and (b) of this definition which is considered necessary or desirable by the Community Corporation;
- (d) the use of any part of the Community Parcel and Common Property in connection with the forms of work referred to in paragraphs (a) to (c) of this definition;

**"Emergency Maintenance"** shall mean maintenance that is of an urgent nature that is required for the continued safe operation of the "Common Property". For the sake of disambiguation, "Emergency Maintenance" would include (but not be limited by) items such as repairs to a failed electrical switchboard which prevented normal supply of electrical energy to a significant portion of the "Common Property", or temporary structural propping of a building component in the event of impact damage.

**"Facilities"** means the swimming pools (inclusive of the area surrounding the pools), the spa, the tennis court, the gym, the cinema, the pavilion, the multipurpose room and associated amenities;

**"General Meeting"** means

- (a) an annual general meeting; or
- (b) a special and/or extraordinary general meeting of the Community Corporation;

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

**"Lot Entitlements"** or **"Lot Entitlement Values"** means the lot entitlements for the Lots recorded on the deposited Community Plan as may be varied in accordance with the Act from time to time;

**"Lotholder"** means the registered proprietor of a Community Lot;

**"Management Committee"** means the management committee of the Community Corporation as constituted or elected from time to time under the Act comprising a maximum of seven (7) members.

**"Occupier"** of a Lot means the occupant of the Lot (whether they occupy the Lot as tenant pursuant to a Lease Agreement, or Lotholder), and if the Lot is unoccupied, the Lotholder of the Lot;

**"Management Agreement"** means an Agreement between the Community Corporation and the Body Corporate Manager;

**"Private Service"** means a service running through or servicing a Lot or Lots, or Common Property, that is not a Statutory Service;

**"Regular High Value Expenditure"** shall mean expenditure on high value contracts or items that are of an expected, or planned nature. For the sake of disambiguation, "Regular High Value Expenditure" would include (but not be limited by) items such as building insurance, contract(s) for cleaning and caretaking.

**"Residential Lot"** means a Lot other than a Retail Lot;

TERMS OF INSTRUMENT NOT CHECKED BY  
LANDS TITLES OFFICE

By-Laws CP 22863  
Development No. 180 / C012 / 99

**"Retail Lot"** means a Lot or a portion of a Lot at which goods are sold to the public, or at which services are provided to the public, or to which the public is invited to negotiate for the supply of services. For the purpose of this definition, "public" includes any member of the public, institutional, commercial or other public or private enterprise and shall include retail and wholesale goods or services;

**"Restricted Common Property"** means those areas of the Common Property which have been designated by the Community Corporation as Restricted Common Property areas and allocated for use by an individual Lot or Lots for the purposes of storage or other purposes as determined by the Community Corporation from time to time;

**"Rules"** means the rules made in terms of By-Law 31.

**"Sales Activities"** means activities relating to the sale of Lots, including sale by auction of Lots or leasing of Lots and all ancillary activities.

**"Security Key"** means a key, magnetic card or other device used to:

- (a) open and close doors, gates, buildings or locks, or
- (b) operate alarms, security systems or communication systems, or
- (c) limit elevator access to a particular floor or floors.

2.1. In the By-Laws unless the contrary intention appears, the following applies:

- (a) reference to an instrument, By-Law or matter regulated by a By-Law includes any variation or replacement of it;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the word "person" includes a firm, a body corporate, an association or an authority;
- (e) words of any gender include every gender;
- (f) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation persons taking by novation) and assigns;
- (g) a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later;
- (h) headings are inserted for convenience and do not affect the interpretation of these By-Laws.

2.2. If the whole or any part of a provision of these By-Laws is invalid, unenforceable or illegal, then it is severed. The remainder of these By-Laws will continue to have full force and effect. This By-Law has no effect if the severance alters the basic nature of the By-Laws or is contrary to public policy or statutes.

2.3. The Community Corporation may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by the Community Corporation does not prevent a further exercise or a delay in exercising a right, power or remedy does not prevent its exercise.

TERMS OF INSTRUMENT NOT CHECKED BY  
LANDS TITLES OFFICE

By-Laws CP 22863  
Development No. 180 / C012 / 99

## PART 2 – MANDATORY BY-LAWS

### 3. Administration, Management and Control of Common Property

- 3.1. The Community Corporation is responsible for the administration, operation, maintenance, management and control of the Common Property.
- 3.2. The Community Corporation may (but is not obliged to) appoint a Management Committee which shall be responsible to assist the Community Corporation in the administration, management and control of the Common Property:
  - 3.2.1. The Management Committee shall have the authority to approve expenses and contracts up to limits approved by resolution at each AGM, or varied between AGM's by resolution approved at a General Meeting to enable it to:
    - (a) provide management and other services in relation to the requirements of the Body Corporate;
    - (b) provide maintenance and upgrading of the Common Property
    - (c) provide services or amenities to the Lotholders and Occupiers
    - (d) provide other services or amenities to the Common Property, or to the Lotholders and Occupiers of the Lots.
  - 3.2.1.1. In the case of the first operation of Clause 3.2.1, the approval limits shall be those approved by resolution at the AGM or General Meeting at which this amended Clause 3.2 is approved.
  - 3.2.2. In the case of "Emergency Maintenance" or "Regular High Value Expenditure", the Management Committee shall not be restricted by the operation of Clause 3.2.1 but shall report to the Community Corporation as soon as is practicable regarding actions, outcomes and expenses.
- 3.3. The following process for nomination for the positions of Office Bearers and Committee Members shall be adopted:
  - 3.3.1. A minimum of 45 days prior to the Annual General Meeting (AGM) the Body Corporate Manager shall call for nominations from eligible Lotholders for positions of Office Bearers and Committee Members. The nominations shall include:
    - (a) Name and Lot number of the nominator;
    - (b) Name and Lot number of the nominee;
    - (c) Position nominated.
  - 3.3.2. The nomination form shall include an acknowledgement to be assented to or otherwise by the nominee that in the event that he or she is not successful in being voted into their nominated Office Bearer position (if applicable), that he or she is prepared to serve in the capacity of a Committee Member.
  - 3.3.3. A nominee has the option of providing a written statement (max 150 words) about themselves and reason for nomination. A photograph can also be provided. (Note that this is not compulsory, however if provided it will be distributed with the notice calling the AGM).

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

**By-Laws CP 22863  
Development No. 180 / C012 / 99**

- 3.3.4. Nominations will close 21 days before the AGM. The Body Corporate Manager will ensure that the information provided by the Nominees, as specified above, will be distributed to all Lotholders at least 14 days prior to the AGM, and will generally be distributed with the notice of meeting.
- 3.3.5. If a Lotholder is unable to vote at the AGM, that Lotholder may exercise an absentee vote or vote by proxy by giving the Secretary or Body Corporate Manager written notice of the vote prior to the AGM. The Body Corporate Manager will ensure that absentee and proxy voting forms which provide the appropriate advice on who can be a proxy and includes advice on the powers of a proxy are distributed to all Lotholders at least 14 days prior to the AGM and will generally be distributed with the notice of meeting.
- 3.3.6. Voting will be by written ballot (which may be hosted via manual or electronic means) unless there is only one nomination for the position.
- 3.3.7. A vote cannot be exercised in relation to a Lot unless all amounts payable to the Community Corporation in respect to the Lot have been paid.

- 3.4. The Community Corporation shall maintain the name of the Building as "the AIR Apartments".

**4. Use and Enjoyment of the Common Property**

- 4.1. The Common Property is, subject to the Act and these By-Laws, for the common use and enjoyment of Occupiers and their invitees.
- 4.2. The Facilities are for the exclusive use of Occupiers and their invitees. Employees of a Lotholder or Occupier of any Retail Lot are not permitted to use the Facilities.

**5. Community Corporation's Right to Enter into Contracts**

The Community Corporation may enter into, ratify and adopt, take an assignment of or novate a contract with persons to provide:

- 5.1. management, security, operational maintenance, cleaning, telecommunication and other services in connection with the Common Property;
- 5.2. services or amenities to the Lotholders or Occupiers of Lots, and
- 5.3. other services or amenities to the Common Property, or the Lotholders and Occupiers of the Lots.

**6. Delivery of Mail**

- 6.1. A Lotholder or Occupier of a Lot must comply with any Rules made by the Community Corporation in relation to the letter boxes or the delivery of mail.
- 6.2. The Community Corporation must ensure that a separate letter box for delivery of mail is available for use by the Lotholder or Occupier of each Lot.

**PART 3 – COMMUNITY PARCEL**

**7. Prohibited Activities**

A person bound by these By-Laws must not on the Community Parcel without the consent of the Community Corporation:

TERMS OF INSTRUMENT NOT CHECKED BY  
LANDS TITLES OFFICE

By-Laws CP 22863  
Development No. 180 / C012 / 99

- 7.1. interfere with the quiet enjoyment of another Lot or the Common Property;
- 7.2. obstruct any person's lawful access to any Lot or to the Common Property;
- 7.3. carry, use, discharge or explode any firearm, explosive, fireworks, air gun or other weapon;
- 7.4. use any language or behave in a manner likely to cause offence or a nuisance or embarrassment to others;
- 7.5. burn rubbish or waste at any time;
- 7.6. damage or deface any building or sign or structure on the Community Parcel;
- 7.7. fail to comply with any reasonable direction or request from the Community Corporation;
- 7.8. create any noise (including from a sub-woofer, radio, TV or hi-fi) or undertake any activity which is likely to interfere with the peaceful enjoyment of another Lot or of any person lawfully using the Common Property;
- 7.9. wash or clean a motor vehicle on any area of the Community Parcel except in the area specifically set aside for the purpose of car washing;
- 7.10. use any barbecue or cooking device other than one that is gas or electrically fired so as to minimise smoke generation;
- 7.11. hold the fire doors open for any purpose other than in an emergency;
- 7.12. relocate or remove the contents of a Lot without the approval of the building Manager, outside the hours of 9.00am to 5.00pm Monday to Friday;
  - 7.12.1. relocate or remove the contents of a Lot during the daily weekend hours of 9:00am and 5:00pm without the approval of the Building Manager.
  - 7.12.2. relocate or remove the contents of a Lot without the installation of the protective curtains in the elevators. The installation of the protective curtains in the elevators is at the discretion of the Building Manager.
- 7.13. install a safe or in any way disturb the walls or floors in a Lot without the written consent of the Community Corporation and before submitting to the Community Corporation a structural engineering report in respect of the proposed installation;
- 7.14. break, pull up, damage, destroy or remove any tree, shrub or plant;
- 7.15. unlawfully set aside or attempt to exclude the public from any section of the Community Parcel;
- 7.16. sing, busk or play on a musical instrument as to be a nuisance to any others;
- 7.17. preach or harangue;
- 7.18. obstruct any footway, road, carpark or path;
- 7.19. use or occupy any caravan or other vehicle as a place of habitation;
- 7.20. scooter (including e-scooter), rollerblade, rollerskate or ride a skateboard or any other like device;

TERMS OF INSTRUMENT NOT CHECKED BY  
LANDS TITLES OFFICE

By-Laws CP 22863  
Development No. 180 / C012 / 99

- 7.21. fail to comply with any speed limits posted by the Community;
- 7.22. fail to comply with any rules posted by the Community Corporation;
- 7.23. hang any laundry for any reason in public view;
- 7.24. permit any bicycle to be brought into and through the front foyer of the building. Bicycle access to the elevator foyer is restricted to the rear foyer entrance only;
- 7.25. erect, hang or fix any advertising or other signs, placards, banners or notices except as permitted by the Community Corporation or the on-site manager;
- 7.26. place a moveable sign on part of the Common Property, with the exception of a person or body that has been instructed to conduct the sale of a Lot;
- 7.27. enclose or attempt to enclose the wire mesh area on the stores as to restrict or interfere with airflow from the building air conditioning;
- 7.28. shall not engage in any activity that will compromise the security of the Community Corporation;
- 7.29. permit any contractor materials and machinery, to be brought into the building, other than through the trade entrances located on the eastern perimeter of the building;
- 7.30. pass a Security Key to a person who is not an Occupier or invitee of an Occupier to use the Facilities. Security Keys distributed in breach of this By-Law 7.30 are liable to cancellation/deletion by the Community Corporation;
- 7.31. use the Facilities for the purpose of:
  - 7.31.1. personal financial gain or income; and/or
  - 7.31.2. the advancement of business, volunteer or other organisation interests (other than interests that arise by virtue of the Community Corporation).

For the avoidance of doubt, this includes but is not limited to business, training or other such meetings relating to a business or organisation, commercial sales activities and events held for the benefit of a business or organisation. The Facilities are for the social and recreational benefit of Occupiers and their invitees only; and
- 7.32. use Common Property (including any Common Property electricity supply) for the purposes of charging electric motor vehicles, bikes and scooters (and any other like device) which contain lithium batteries (**Electric Vehicle**). A Lotholder and/or Occupier who stores an Electric Vehicle within their Lot must register the Electric Vehicle with the Community Corporation in writing.

## 8. Balconies

A Lotholder or Occupier of a Lot with a balcony attached is prohibited from using the balcony for:

- 8.1. hanging laundry, washing or clothing out to dry or air in public view;
- 8.2. flying flags or banners or erecting or locating other forms of advertising or promotional material;
- 8.3. letting off fireworks;

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

By-Laws CP 22863  
Development No. 180 / C012 / 99

- 8.4. deliberate throwing or dropping materials or objects, and must make every reasonable precaution to prevent items from blowing or dropping off the balcony of the Lot;
- 8.5. emitting amplified music or other broadcasting so as to cause a nuisance or interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the relevant balcony or adjacent to the Community Parcel;
- 8.6. storage of rubbish bins;
- 8.7. installing any air conditioning unit;
- 8.8. storage of bicycle(s);
- 8.9. wash down, sweep or clean balconies, or water plants on balconies which results in surplus water, dust or debris running or falling from the edge of the balcony;
- 8.10. installing or permitting any lining or covering to enclose or attempt to enclose the balcony of the Lot and any other activity which in the opinion of and pursuant to an ordinary resolution of the Community Corporation amounts to an actual, likely or potential risk of causing damage to any other person or property including the Common Property;
- 8.11. vaping and/or smoking tobacco or any item that causes a nuisance or hazard to the Occupier of any other Lot or building.

**9. Disposal of Garbage and Recyclable Goods**

- 9.1. The Community Corporation must ensure that for each Lot there is a freely accessible area for storage of garbage or refuse and recyclable goods.
- 9.2. The Community Corporation shall be responsible for the collection and removal of residential waste and recyclable goods from the storage areas provided and may appoint a contractor to attend to such collection and removal and shall take reasonable measures to minimise disruption to Occupiers.
- 9.3. The Community Corporation shall be responsible for the maintenance, repair and cleaning of any areas used for the collection and storage of refuse and recyclable goods.
- 9.4. A Lotholder or Occupier of a Lot must dispose of any refuse, rubbish, E-waste or other materials in accordance with the Rules for refuse management passed from time to time by the Community Corporation.

**PART 4 – USE OF LOTS**

**10. Good Repair**

A Lotholder or Occupier must:

- 10.1. keep the Lot clean and tidy and in good repair;
- 10.2. carry out any work ordered by a Council or other public authority in respect of the Lot;
- 10.3. carry out any work ordered by the Community Corporation in respect of the Lot.

**11. Use of Residential Lot**

The Lotholder or Occupier of a Residential Lot:

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

**By-Laws CP 22863  
Development No. 180 / C012 / 99**

- 11.1. must not use the Lot, or permit the Lot to be used, for any unlawful purpose;
- 11.2. must not do or permit or cause permit or suffer to be done or permitted on or about the Lot, any act, matter or thing whatsoever which is an offence, or may in the opinion of the Community Corporation be an offence under any Act of South Australia or the Commonwealth of Australia or regulation or by-law thereunder for the time being in force;
- 11.3. must allow the Community Corporation, access to the Lot for the purpose of carrying out maintenance;
- 11.4. must pay all rates, taxes, charges, outgoings and assessments in respect of their Lot as they become due and payable;
- 11.5. must subject to the Act and these By-Laws notify the Community Corporation of any repairs and maintenance required to their Lot;
- 11.6. must, if requested by the Community Corporation, entrust any repairs and maintenance to the Community Corporation and shall pay the Community Corporation's reasonable costs incurred therewith;
- 11.7. must not change the use or alter the character of the Lot unless express approval for doing so has been obtained by a unanimous resolution at a general meeting of the Community Corporation and the said person has complied with the provisions of By-Law 19;
- 11.8. must not do or omit or suffer to be done or omitted any act, matter or thing which may interfere with or impede any fire, security or other safety doors in any way and without limiting the generality of the foregoing the Lotholder or Occupier of the Lot shall ensure that all fire, security and garage doors are kept locked or secured in an operational stage (as the case may be) when not in immediate use;
- 11.9. must surrender all Security Keys belonging to the Lot or the Community Corporation on the sale of the Lot and secure the same undertaking from any tenant on the termination of any tenancy;
- 11.10. must ensure compliance with fire laws in respect of the Lot;
- 11.11. must not breach the fire regulations by installing unapproved dead locks or peep holes that would void the Community Corporation's insurance policy; and
- 11.12. shall be responsible for the maintenance and repair of the tiling of the Lot balcony and in the bathroom and kitchen of the Lot;
- 11.13. must not use the Lot subsidiaries or permit the Lot store or carpark subsidiaries to be used as a workshop or for the storage of dangerous goods and the Lotholder shall be solely responsible for the maintenance and repair of the Lot store subsidiary roller door;
- 11.14. must not sleep in or allow any persons or animals to sleep in the Lot subsidiary car park or store.

**12. Use of Retail Lot No. 143**

The Lotholder or Occupier of Retail Lot No. 143 must observe all the obligations and restrictions imposed from time to time in relation to a Residential Lot, and in addition:

- 12.1. must, if requested by the Community Corporation, entrust any repairs and maintenance to the Community Corporation and will pay the Community Corporation's reasonable associated costs;

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

**By-Laws CP 22863  
Development No. 180 / C012 / 99**

- 12.2. must not, without the Community Corporation's written consent, trade outside trading hours that are lawfully permitted from time to time;
- 12.3. may use or allow the use of Retail Lot 143 for the purpose of restaurant, cafe, hospitality, shop, office or any other use allowed under the laws of South Australia;
- 12.4. notwithstanding By-Law 11.7 the Lotholder of Retail Lot 143 may alter the use to residential without obtaining a unanimous resolution of the Community Corporation subject to the appropriate government' consents and compliance with By-Law 19;
- 12.5. the noise from such activities shall not exceed a level that is reasonable for such activities;
- 12.6. shall be solely responsible for the repairs and maintenance and any other costs and expenses associated with the lobby, stairs, stairwell and lift, which comprise the Retail Lot No. 143;
- 12.7. shall be responsible for the storage and removal of all refuse.

**13. Use of Lot 142**

The Lotholder or Occupier of Lot 142 must observe all the obligations and restrictions imposed from time to time in relation to a Residential Lot, in addition;

- 13.1. must, if requested by the Community Corporation, entrust any repairs and maintenance to the Community Corporation and will pay the Community Corporation's reasonable associated costs;
- 13.2. may supply the software and operate for a fee the telecommunications hardware and cables installed and owned by Community Corporation in the Ground Floor portion of the Common Property for the supply of telecommunication services including but not limited to telephone, internet services, pay television and movies to the Residential Lotholders.
- 13.3. may, subject to the consent and agreement of the Community Corporation as the owner of airspace above the Lot 142, use the Lot 142, located on the Roof, for the installation and maintenance of any aerial, antennae, dish or tower and/or other works or cables associated with transmission or receiving telecommunications;
- 13.4. may use the Lot 142 located on the Lower Ground Floor and Upper Ground Floor levels for a wine storage area or any other similar storage use as required by the Lotholder of Lot 142;
- 13.5. shall allow access to the lift rooms on the roof of the Community Corporation to any Authorised Person of the Community Corporation or Management Committee for the repair and maintenance of the lifts; and
- 13.6. shall allow access to the roof space on Lot 142 to any Authorised Person of the Community Corporation or Management Committee in order to facilitate the repair and maintenance of Common Property.

**14. Fixing of Window Treatments, Shutters, Blinds, Security Devices and Fly Screens**

- 14.1. A Lotholder or Occupier of a Lot must not without the consent of the Community Corporation install or permit the installation of any window furnishings to the interior of any windows other than the following;

14.1.1. Roller Blinds as follows:

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

**By-Laws CP 22863  
Development No. 180 / C012 / 99**

|                       |                                                               |
|-----------------------|---------------------------------------------------------------|
| Tube                  | Louvrelite 45mm diameter aluminium                            |
| Control End           | Louvrelite 45mm diameter sidewinder                           |
| Control Chain         | Nickel Plated # 10 Ball Chain                                 |
| Bottom Bar            | Louvrelite Rectangular Extruded Aluminium<br>Anodised Natural |
| Idle End              | Louvrelite 45mm diameter spring loaded                        |
| Installation Brackets | Louvrelite 45mm white colour                                  |
| <b>** NOTE**</b>      | <i>Blinds may be motorized as an option</i>                   |

**14.1.2. Fabrics only as follows:**

|                              |                           |
|------------------------------|---------------------------|
| General<br>Product<br>Colour | Sunscreen Fabric<br>White |
| Blockout<br>Colour           | White                     |

**14.2. A Latholder or Occupier of a Lot must not, except with the approval of the Community Corporation:**

- 14.2.1. fix bars, screens, fly screens, window treatments or window furnishings, security doors or other security devices to the outside of a building on a Lot or the outside of a building containing a Lot;
- 14.2.2. fix blinds or curtains with external facings of a colour outside the colour scheme formally adopted by the Community Corporation;
- 14.2.3. allow any glazed portions of their Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing.

**14.3. A Latholder or Occupier of a Lot must not install or use any security system or device having a siren or flashing light unless approved by the Community Corporation and the Latholder and/or Occupier complies at all times with any conditions imposed by the Community Corporation.**

**15. Aerials and Solar Energy Devices**

A Latholder or Occupier of a Lot must not, except with the approval of the Community Corporation, construct, install or attach to the outside of any building on a Lot or the outside of any building containing a Lot or a structure on a Lot:

- 15.1. any television, radio, or other aerial, antennae, dish or tower or any other transmitting or receiving device;
- 15.2. any solar energy collector panels and equipment;
- 15.3. any energy conservation equipment; or
- 15.4. a solar hot water system and equipment associated with it.

**16. Penetration of Walls, Floors, Balconies or Decks**

A Latholder or Occupier of a Lot must not, except with the approval of the Community Corporation, make any hole or like penetration into any apartment walls, floors, balconies or decks. The

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

**By-Laws CP 22863  
Development No. 180 / C012 / 99**

Community Corporation may require a structure engineering report in respect to the proposed works prior to consenting to the works.

**17. Things not in Keeping**

Subject to the other provisions of these By-Laws, a Lotholder or Occupier of a Lot must not, except with the approval of the Community Corporation, construct, install or maintain on or in a Lot anything which can be seen from outside the Lot and which in the reasonable opinion of the Community Corporation is not in keeping with the Common Property or the Community Parcel, including but not limited to clotheslines, hanging clothes, bikes, banners or flags.

**18. Maintenance of Building on Lot**

18.1. A Lotholder or Occupier of a Lot must keep the Lot clean and tidy and in good repair and condition.

18.2. The Community Corporation may give a notice to a Lotholder or Occupier of a Lot requiring him to comply with the terms of this By-Law.

**19. Renovation and Refurbishment of Lots**

19.1. A Lotholder or Occupier shall not perform or carry out any prescribed work to or upon the Lot unless:

- 19.1.1. such person has submitted a detailed proposal containing details as required by the Community Corporation from time to time for such refurbishment, renovation, alterations or additions to the Community Corporation for its consideration and referral (at the option of the Community Corporation) to an architect, engineer or other appropriately qualified professional of its choosing at the cost of the Lotholder or Occupier, and the proposal for the consideration of the Community Corporation shall detail the proposed works, the works program, the proposed method of conducting the works including, delivering and storing materials, the system for disposal of rubbish, the parking arrangements for workers, the name and contact details of the Lotholder and the supervisor of works, the insurance policies to be put in place to protect the interests of the Community Corporation, all plans and specifications and (if applicable) copies of any application made to the local authority in respect of such works to the Community Corporation together with all documentation submitted with such application and any variation thereto from time to time;
- 19.1.2. 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 Community Corporation provide the Community Corporation with a copy of any such consents or approvals;
- 19.1.3. such person has made prior arrangements with the Community Corporation in relation to permitting such persons such as workers into the Lots and make sure that such workers have appropriate current public liability insurance cover and to ensure that the Community Corporation is adequately indemnified for all risks associated with such work and that, if determined by the Community Corporation, there is in existence requisite insurance to cover such risks as reasonably determined by the Management Committee;
- 19.1.4. the Community Corporation has consented in writing to the carrying out of the works or alterations in writing; and
- 19.1.5. for the purpose of this By-Law, "prescribed work" in relation to a Lot means:

TERMS OF INSTRUMENT NOT CHECKED BY  
LANDS TITLES OFFICE

By-Laws CP 22863  
Development No. 180 / C012 / 99

- 19.1.5.1. the erection, alteration, demolition or removal of a building or structure;
  - 19.1.5.2. the alteration of the external appearance of a building or structure;
  - 19.1.5.3. the removal of or addition to any structural or Common Property brick or concrete wall or slab construction;
  - 19.1.5.4. the installation, removal or replacement of any tiling to any part of the Lot;
  - 19.1.5.5. the installation, removal or replacement of any flooring;
  - 19.1.5.6. alterations to any air conditioning, plumbing, electrical, audio system, television, intercom or other service which involves the drilling, cutting or chasing of holes in the walls, floor or ceilings of any part of the Lot.
- 19.2. The Lotholder shall ensure that:
- 19.2.1. all work is carried out strictly in accordance with the provisions of the consents granted by the Community Corporation and any government or statutory authority;
  - 19.2.2. all work is undertaken by qualified tradespeople in a proper and workmanlike manner;
  - 19.2.3. a works timetable showing that all work is undertaken only between the hours of 7.30am and 5.30pm on Mondays to Saturdays other than public holidays;
  - 19.2.4. adequate provisions have been taken to ensure that all Common Property is fully protected against damage and any damage is rectified to the satisfaction of the Community Corporation and at the cost of the Lotholder;
  - 19.2.5. all rubbish is adequately disposed of and Common Property areas are left in a clean and tidy condition on the completion of works each day;
  - 19.2.6. 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.
  - 19.2.7. the main Greenhill Road entry lobby shall not be used in association with works except with prior written request to and written approval from the Community Corporation or the on-site manager;
  - 19.2.8. all damage to the Community Corporation shall be repaired to the satisfaction of the Community Corporation at the cost of the Lotholder promptly (within 14 days) or such other time as the Community Corporation may advise in writing. In the event that the damage is not repaired to the satisfaction of the Community Corporation within the specified time the Community Corporation may (at its option and without being under any obligation to do so) repair the same at the cost and expense in all things of the Lotholder and any such expense shall be recoverable as a debt due by the Lotholder to the Community Corporation.
  - 19.2.9. excessively noisy work, for example, hammer drills etcetera, shall be programmed to take place no earlier than 8:30am.
  - 19.2.10. no noise or bad language shall occur and in particular bad language and swear words shall not be used, radios or similar devices shall not be used, except behind closed doors such that the sound does not leave the Lot, and conversations shall not consist of shouting across common property or between Lots.

TERMS OF INSTRUMENT NOT CHECKED BY  
LANDS TITLES OFFICE

By-Laws CP 22863  
Development No. 180 / C012 / 99

## 20. Pets and Animals

- 20.1. A Lotholder or Occupier of a Lot may not, with the exception for a dog trained for use by a Lotholder or Occupier or visitor of a Lot who suffers from a disability to assist them in respect of that disability, keep a pet or animal in their Lot or allow that animal access to the Common Property without the prior written approval (licence agreement) of the Community Corporation, or Management Committee on such terms or conditions as the Community Corporation shall impose. In the event approval is granted by the Community Corporation, such approval shall be limited to one pet or animal per Lot.
- 20.2. If any animal causes a nuisance the Community Corporation may give notice to the Lotholder or Occupier to remove the animal from the Lot or the Common Property (or both). The Lotholder or Occupier must remove the animal from the Lot or Common Property immediately upon receipt of the notice from the Community Corporation.
- 20.3. A Lotholder or Occupier of a Lot must ensure that any animal in their control does not urinate, defecate, or foul or soil in any other way the Common Property and shall be responsible for immediately cleaning up such urine, defecate or other soiling after the pet has caused such soiling.
- 20.4. A Lotholder or Occupier of a Lot shall be responsible for any damage to or loss of property or injury to any person caused by the pet.
- 20.5. A Lotholder or Occupier of a Lot must ensure that any animal in their control is on a lead, contained and/or under effective control at all times when in Common Property areas, including but not limited to the carpark, driveway and lobbies.
- 20.6. Animals are not permitted in the Facilities, with the exception of a dog trained and certified by a veterinarian or other relevant training organisation for use by a Lotholder or Occupier or invitee of a Lot who suffers from a disability to assist them in respect of that disability.
- 20.7. Notwithstanding By-Law 20.6 above, animals are strictly prohibited from entering the swimming pools or pool areas.

## 21. Lotholder and Occupier Responsible for Others

- 21.1. A Lotholder or Occupier of a Lot must take all reasonable steps to ensure that an Authorised Person complies with the By-Laws.
- 21.2. If an Authorised Person does not comply with the By-Laws then the Lotholder or Occupier must withdraw the consent of the person to be on the Community Parcel and request that person to leave the Community Parcel.
- 21.3. If the By-Laws prohibit a Lotholder or Occupier of a Lot from doing a thing, the Lotholder or Occupier must not allow or cause another person to do that thing.

## 22. Lot 84

The Community Corporation permits and allows the Lotholder from time to time to subdivide Community Strata Title Lot Number 84 into two separate Lots. The Lotholder shall at their expense obtain all necessary consents or approvals from any government or statutory authority pertaining to such alteration and provide to the Community Corporation with a copy of such consents and approvals, together with a proposal for such works including a detailed works program including all plans and specifications. The Community Corporation shall sign and execute any documentation required to amend the Community Plan to allow the subdivision to proceed.

TERMS OF INSTRUMENT NOT CHECKED BY  
LANDS TITLES OFFICE

By-Laws CP 22863  
Development No. 180 / C012 / 99

### 23. Lot 134 and 143

The Lotholder from time to time of Lots 134 and 143 shall grant unlimited access to the Community Corporation over their Carpark areas to enable access to the Pump Room located at the north of their Carpark.

## PART 5 – COMMON PROPERTY

### 24. Common Property

- 24.1. Subject to these By-Laws, Common Property is available for use by Occupiers and their invitees. Employees of a Lotholder or Occupier of any Retail Lot are not permitted to use the Facilities.
- 24.2. The Community Corporation may impose contributions on all Lotholders of Lots in respect of the costs associated with the control, management, operation, security, insurance, maintenance and repair of the Common Property (but not the Restricted Common Property). The contributions of Lotholders must be calculated in accordance with the Lot Entitlement.
- 24.3. The Community Corporation must impose contributions for the costs associated with the control, management, operation, maintenance and repair of the Restricted Common Property on a Lotholder or Lotholders benefiting from the restriction and if more than one such Lotholder calculated as between them by reference to each of their Lot Entitlements as a proportion of their aggregate Lot Entitlements.
- 24.4. A Lotholder or Occupier of a Lot must not, except with the approval of the Community Corporation:
- 24.4.1. leave anything on or obstruct the use of Common Property; or
  - 24.4.2. park a vehicle in such a way as to block the ingress or egress of others.
- 24.5. A Lotholder or Occupier of a Lot must not damage Common Property including without limitation, any painting, statue, decorative feature, garden, tree, shrub, plant or flower which is part of or situated on Common Property.
- 24.6. A Lotholder or Occupier of a Lot must not, except with the approval of the Community Corporation, or pursuant to By-Laws in force in the Community Parcel, use for their own purpose any part of the Common Property.
- 24.7. A Lotholder or Occupier of a Lot shall give notice to the Community Corporation of any damage to or defect in the Common Property as soon as practicable after he or she becomes aware of it.
- 24.8. A Lotholder or Occupier of a Lot must not do or permit anything to be done that interferes with the provision of services through the Lot or the Common Property.
- 24.9. The Community Corporation may restrict access to Common Property by means of a Security Key to be issued to each Lotholder and Occupier.

### 25. Community Corporation to keep Common Property in Good Repair

The Community Corporation must keep the Common Property tidy and free of graffiti and in a state of good and serviceable repair and shall always properly maintain all chattels, fixtures and fittings held by the Community Corporation or used or intended, adapted or designed for use in connection with the Common Property or the enjoyment thereof by the Lotholders or Occupiers or by their

TERMS OF INSTRUMENT NOT CHECKED BY  
LANDS TITLES OFFICE

By-Laws CP 22863  
Development No. 180 / C012 / 99

families or visitors and for this purpose may enter into an appropriate contract with a third party for such party to provide such services for the benefit of Lotholders on behalf of the Community Corporation.

**26. Air Conditioning Plant and Hot Water Systems**

- 26.1. Portions of the air-conditioning plant and hot water systems for each Lot may be located on the Common Property.
- 26.2. The obligation of maintenance and liability for the cost of such maintenance in relation to any air-conditioning plant and hot water systems located on Common Property lies with the Community Corporation.

**27. Smoke free policy**

All areas of the Common Property are smoke free (which includes, for the avoidance of doubt and without limitation, vaping or smoking tobacco or any other item).

**PART 6 – MISCELLANEOUS**

**28. Insurance**

- 28.1. The Community Corporation shall (on at least an annual basis) review
  - 28.1.1. all insurance to be effected by it; and
  - 28.1.2. the need for new or additional insurances
- 28.2. Notice of an Annual General Meeting must include a form of motion to decide whether insurances effected by the Community Corporation should be confirmed, varied or extended.
- 28.3. The Community Corporation must immediately effect new insurances or vary or extend insurances if there is a significant increase in risk or a new risk to Common Property or the Community Parcel.
- 28.4. A Lotholder or Occupier of a Lot must not, except with the approval of the Community Corporation, do anything that might
  - 28.4.1. void or prejudice insurance effected by the Community Corporation; or
  - 28.4.2. increase any insurance premium payable by the Community Corporation.
- 28.5. Each Lotholder is required to effect Public Liability Insurance cover for an amount of \$10,000,000.00 or other greater amount as determined by the Community Corporation from time to time to cover any person or persons whilst they are in or on the Lotholder's Lot.
- 28.6. A Lotholder shall provide evidence of such insurance cover as and when requested by the Community Corporation.

**29. Restrictions on Car Parking**

- 29.1. A Lotholder or Occupier of a Lot must not park a car, truck, tractor, caravan, bus, boat or trailer except in an area designated by the Community Corporation from time to time as being an area where a truck, tractor, boat or trailer may be parked by a Lotholder or Occupier of a Lot.

**TERMS OF INSTRUMENT NOT CHECKED BY  
LANDS TITLES OFFICE**By-Laws CP 22863  
Development No. 180 / C012 / 99

- 29.2. A Lotholder or Occupier of a Lot must ensure that they and their invitees use visitor parking areas only for the purpose of casual parking.
- 29.3. Visitor parking areas must not be used by a Lotholder, Occupier or employee of any Lotholder or Occupier of any Retail Lot when attending the building for the purposes of employment.
- 29.4. The maximum time that a visitor is allowed to park in visitor parking areas is four (4) hours per day.

**30. Service of Notices: Infringement of the By-Laws**

A notice from the Community Corporation to a Lotholder or Occupier of a Lot shall be deemed to have been sufficiently served via email or Post, if addressed to a Lotholder of a Lot at the Lotholder's address last known to the Community Corporation.

**31. Rules**

The Community Corporation or, subject to delegation by the Community Corporation Management Committee shall have the power to issue a set of rules which it may amend from time to time to ensure that the Lotholders and Occupiers of a Lot have proper use and enjoyment of their Lot and the Common Property.

The Rules in force from time to time shall be as enforceable by the Community Corporation as if those rules formed part of these By-Laws.

**32. Selling, Leasing and Moving****32.1. Sale of Lot. A Lotholder shall:**

- 32.1.1. Immediately notify the Community Corporation of any change in ownership of the Lot, or any change of their address;
- 32.1.2. ensure that in the event that a Lot is to be sold by auction, that the auction takes place wholly within the Lot so as to not cause a disturbance to other Lotholders or Occupiers.
- 32.1.3. not cause or permit any signs advertising the sale of the Lot to be placed on the Lot or any part of the Community Parcel with the exception of Clause 7.26;
- 32.1.4. not interfere with or compromise the security system of the building when conducting an open inspection of the Lot.

**32.2. Leasing of Lot. A Lotholder who leases a Lot shall**

- 32.2.1. prior to any occupation by any tenant, inform the Community Corporation of the particulars of any letting agent handling the letting of the Lot and provide such letting agent with a copy of all the Community Corporation By-Laws and Rules;
- 32.2.2. prior to any occupation by the tenant advise the Community Corporation the full name and contact details of the tenant;
- 32.2.3. provide in the Lot at all times a copy of the Community Corporation By-Laws and Rules;
- 32.2.4. immediately advise the Community Corporation when a tenant vacates the Lot;

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

By-Laws CP 22863  
Development No. 180 / C012 / 99

32.2.5. not enter into a lease or grant rights of occupation of a Lot for a period of less than two (2) months, as prescribed by section 37(2)(a) of the Act.

32.3. **Moving Furniture & Goods to and from Lots.** A Latholder and Occupier shall comply with and observe the following conditions and restrictions as to the delivery or movement of goods or furniture to and from the Lot;

32.3.1. In the event of more than five items of goods or furniture on the same day the Latholder or Occupier or prospective Occupier of a Lot shall;

32.3.1.1. give the Community Corporation or the on-site manager 24 hours clear notice of the proposed movement of goods;

32.3.1.2. comply with the conditions and directions of the Community Corporation concerning the movement of such goods or furniture.

32.3.2. Goods or Furniture must not be delivered through the main Greenhill Road entry lobby and shall only use such access as advised by the Community Corporation and the Latholder or Occupier shall not interfere with or compromise the security system of the building when moving any goods or furniture

**33. Breach of By-Laws**

33.1. If the Management Committee resolves that a person has contravened or failed to comply with the provision of these By-Laws, the Management Committee may impose, and the person shall be liable to pay, a penalty as determined by the Management Committee not exceeding Five Hundred Dollars (\$500.00). Management Committee must not make such a resolution unless and until it has given the person a reasonable opportunity to explain and either the person has failed to appear at the stipulated meeting of the Management Committee or lodged a written explanation within the time period specified or, if the person has so appeared or so lodged, the Management Committee has given that explanation due consideration.

33.2. Where the Community Corporation has made a resolution in accordance with By-law 33.1, and the Corporation has incurred costs, charges or expenses in remedying such breach, the Corporation is entitled to recover such costs, charges and expenses from the person the subject of such resolution.

33.3. The costs, charges and expenses recoverable by the Community Corporation shall include without limitation, those expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern.

**34. Indemnity and Release**

A person bound by these By-Laws shall:

34.1. indemnify and forever hold harmless the Community Corporation from and against all and any actions, claims, demands, losses, damages, costs and expenses which the Community Corporation shall or may become liable in respect of or arising out of any loss or injury both personal or in respect of property (suffered by any person in or about a Lot or Common Property) except and to the extent that such loss or injury was caused or contributed to by the negligence of the Community Corporation;

34.2. occupy and use and keep the Lot at the risk in all things of the Latholder and the Latholder hereby releases to the full extent permitted by the law the Community Corporation from any and all claims, demands or damages of every kind resulting from any accident, damage or injury occurring therein except and to the extent that any such claims, demands and

TERMS OF INSTRUMENT NOT CHECKED BY  
LANDS TITLES OFFICE

By-Laws CP 22863  
Development No. 180 / C012 / 99

damages arise from or as a consequence of the negligence of the Community Corporation or any servant or agent of the Community Corporation.

### 35. Electricity Reselling

- 35.1. Subject to and conditional upon the Community Corporation obtaining a Registrable Retail Exemption from the Australian Energy Regulator with respect to the sale of metered energy on the Community Parcel, the Community Corporation may sell electricity to a Lotholder or Occupier of a Lot.
- 35.2. If the Community Corporation sells electricity to a Lotholder or Occupier of a Lot in respect of a period and the Lotholder or Occupier of a Lot does not in respect of that period purchase electricity from a licensed retailer of electricity of its choice ("**Licensed Retailer of Electricity**"), then the Lotholder or Occupier of a Lot must:
- 35.2.1. pay when due all costs, fees and charges for the provision of electricity by the Community Corporation to the Lotholder or Occupier of a Lot at the rate nominated by the Community Corporation from time to time
  - 35.2.2. pay to the Community Corporation the Network Charge that a Lotholder or Occupier of a Lot would be required to pay to the operator of the external electricity distribution network, as if the Lot were directly connected to that external electricity distribution network, unless such Network Charges are already included in the rate nominated by the Community Corporation under By-Law
  - 35.2.3. and any administration fees charged by the Community Corporation to invoice the Lotholders or Occupiers of a Lot; and
  - 35.2.4. comply with the terms and conditions applicable to the network, as advised by the Community Corporation from time to time;
- 35.3. The Community Corporation acknowledges that where the Lotholder or Occupier of a Lot is to obtain electricity from a Licensed Retailer of Electricity, the Community Corporation will for that purpose allow the Lotholder or Occupier of a Lot without charge payable to the Community Corporation (except under By-Law 35.4) but otherwise at the cost of the Lotholder or Occupier of a Lot to:
- 35.3.1. access and use the Community Corporation's network; and
  - 35.3.2. install, maintain and use meters and other necessary equipment in the Lot to record, deal with or segregate the supply of electricity to the Lot provided that the Lotholder or Occupier of a Lot must notify the Community Corporation of any information relating to the supply and consumption of electricity by the Lotholder or Occupier of a Lot in or in relation to the Lot as may be reasonably required by the Community Corporation to administer the Community Corporation's network.
- 35.4. If the Lotholder or Occupier of a Lot purchases electricity directly from a Licensed Retailer of Electricity and has access to the Community Corporation's network the Lotholder or Occupier of a Lot must pay to the Community Corporation the Network Charge that the Lotholder or Occupier of a Lot would be required to pay to the operator of the external electricity distribution network as if the Lot was directly connected to that external electricity distribution network unless the Lot is directly connected by a supply point to that external electricity distribution network.
- 35.5. To the extent permitted by law the Community Corporation gives no warranty or undertaking and makes no representations concerning the condition or suitability of the

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

**By-Laws CP 22863  
Development No. 180 / C012 / 99**

electricity sold or the quality or quantity or otherwise in relation to the sale or supply of electricity by the Community Corporation to the Lotholder or Occupier of a Lot.

35.6. If the Lotholder or Occupier of a Lot proposes to increase the electricity requirements to the Lot, which necessitates:

35.6.1. the installation of additional electricity equipment in the Lot; or

35.6.2. alterations to the Community Corporation's network, then to the extent consistent with applicable electricity laws, the Lotholder or Occupier of a Lot will be liable for the costs of and incidental to:

35.6.3. installing that additional electricity equipment; and

35.6.4. making those alterations to the Community Corporation's network, but:

35.6.5. such installation or alteration shall be carried out within the Lot or to the Community Corporation's network, only with the prior approval of the Community Corporation and in compliance with the By-Laws; and

35.6.6. in any event the Community Corporation may, in its absolute discretion, carry out such installation or alteration and the reasonable cost of such works will be promptly paid by the Lotholder or Occupier of a Lot.

35.7. The Lotholder or Occupier of a Lot acknowledges and agrees that, if at the request of the Lotholder or Occupier of a Lot, the Community Corporation makes arrangements with the Lotholder or Occupier of a Lot for the provision of power from the Community Corporation's emergency power or back up power generation system (if any is installed at the absolute discretion of the Community Corporation), then to the extent permitted by law, the Lotholder or Occupier of a Lot must pay the Community Corporation's separate charges for the connection to and supply of power to the Lot from the Community Corporation's emergency power or back up power generation system.

35.8. The Community Corporation will comply with the requirements of all authorities pursuant to any electricity laws with respect to the selling of electricity.

35.9. In this By-Law 35 "Network Charge" means the costs payable from time to time to the operator of the external electricity distribution network to which the Community Parcel is connected on account of the use of that network to deliver electricity to the Community Parcel.

**36. Council and public authority directions**

All Lotholders and Occupiers must adhere to a direction or recommendation provided by a government body as to the use of any lot, balcony or common property that causes a nuisance or hazard to the occupier of any other lot or building.

Orig. **LF 12323214**



12:00 01-May-2015  
2 of 2

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

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

FORM APPROVED BY THE REGISTRAR-GENERAL

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

|            |
|------------|
| Prefix     |
| <b>LF</b>  |
| Series No. |
| <b>2</b>   |

**431**

**BELOW THIS LINE FOR AGENT USE ONLY**

AGENT CODE

Lodged by: **GMS1**

Correction to: **GMS1**

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


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

|             |  |
|-------------|--|
| PICK-UP NO. |  |
| CP          |  |

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

| ITEM(S) | AGENT CODE |
|---------|------------|
|         |            |
|         |            |
|         |            |
|         |            |
|         |            |

**MARK MC. C 22863**

|                                                                                                                                             |                              |
|---------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| CORRECTION<br><b>26/5/15</b>                                                                                                                | PASSED<br><i>[Signature]</i> |
| FILED <b>20/5/15</b>                                                                                                                        |                              |
| <p><i>Mark McNeil</i></p> <br><b>REGISTRAR-GENERAL</b> |                              |

TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE

Scheme Description  
Development No. 160/C012/99

**ENDORESMENT BY RELEVANT DEVELOPMENT AUTHORITY**

The city of Burnside hereby endorses this Scheme Description in accordance with Section 14(4)(d) of the Community Titles Act, 1996.

1. All the consents or approvals required under the Development Act 1993 in relation to the division of the land (and a change in use of the land (if any)) in accordance with the Scheme Description and Plan of Community Division 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 City of Burnside.

Signed..... 

Witness..... 

Date..... 29/04/2015

ST. MICHAEL'S CATHOLIC CHURCH  
100/102  
100/102

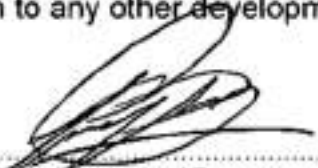
TERMS OF INSTRUMENT NOT  
CHECKED BY LANDS TITLES OFFICE

SCHEME DESCRIPTION  
DEVELOPMENT NO. ~~180/019/18~~  
180/010/18

CERTIFICATE OF THE CITY OF BURNSIDE

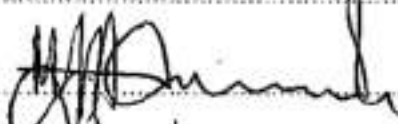
It is certified:

- 1 All the consents or approvals required under the Development Act 1993 in relation to the division of land (and a change in the use of the land, if any) in accordance with his 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 to refuse, or to place conditions on, development authorisation under the Development Act 1993 in relation to any other development envisage by this Scheme Description.

Signed:   
By Council Authorised Person

Full Name: *James Robert Douglas Moss*  
Print Name

Position: *Team Leader Planning*

Witness: 

Dated: *30/7/2018*



## Decision Notification Form

|                          |                                                                                               |
|--------------------------|-----------------------------------------------------------------------------------------------|
| Development Application: | 180\0191\18                                                                                   |
| Applicant:               | Alexander Symonds Pty Ltd                                                                     |
| Nature of Development:   | Land Division (Community Title) - Swapping Car parks in a Community Division (75 and 84) only |
| Location                 | 84/220-224 Greenhill Road EASTWOOD SA 5063 75/220-224 Greenhill Road EASTWOOD SA 5063         |

|                       |            |                      |  |
|-----------------------|------------|----------------------|--|
| Application Received: | 07/03/2018 | SCAP Reference:      |  |
| Application Lodged:   | 07/03/2018 | ERD Court Reference: |  |

In respect of this proposed development you are informed that:

| NATURE OF CONSENT                     | Consent Status | Date of Decision  | No. of Conditions |
|---------------------------------------|----------------|-------------------|-------------------|
| Development Plan Consent              | Granted        | 20/04/2018        | 1                 |
| Land Division Consent                 | -              | -                 | -                 |
| Land Division Community Title Consent | Granted        | 20/04/2018        | 1                 |
| Building Rules Consent                | -              | -                 | -                 |
| Other                                 | -              | -                 | -                 |
| <b>DEVELOPMENT APPROVAL</b>           | <b>Granted</b> | <b>20/04/2018</b> | <b>2</b>          |

Building Classification Granted: N/A

Details of any conditions imposed on this consent/approval or the reasons for its refusal are set out on the attached sheet.

The applicant may lodge an appeal with the Environment, Resources and Development Court against this decision within (2) months of the date of this decision.

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

~~Any consent/approval is not operative until the period specified in the Development Act, 1993 in respect if any relevant appeals by third parties to the Environment, Resource and Development Court have expired (15 business days from the date of this decision).~~

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 undertake site works or building work or change the use of the land until notification of a Development Approval has been received.

Signed:

Dated: 20/04/2018

- Council Chief Executive Officer or Delegate
- ERD Court
- Sheets Attached

cc Owner, EDALA



**DEVELOPMENT APPLICATION NO. 18010191118**

**Development Plan Consent Conditions**

- 1 The development granted Development Plan Consent shall be undertaken in accordance with the stamped approved plans, drawings, specifications and other documents submitted to the Council that are relevant to the consent to the reasonable satisfaction of the Council.

**Reason:**

To ensure the development is undertaken in accordance with the plans and details submitted.

**Land Division Consent Conditions**

- 1 A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the Development Assessment Commission for Land Division Certificate purposes.

**Reason:**

To satisfy the requirements of the Development Assessment Commission.

TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE

Scheme Description  
Development No. 180/C012/99

# SCHEME DESCRIPTION

## COMMUNITY PLAN NO. 22863

### AIR APARTMENTS 220 GREENHILL ROAD EASTWOOD

This is the Scheme Description referred to in the accompanying application

Greenhill Road Investments Pty Ltd  
(as member of the Community Corporation No. 22863)

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

*G. Geoffrey Mark Stevens  
Registered Conveyancer  
Level 7, 21 North Terrace  
Adelaide SA 5000.*

TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE

Scheme Description  
Development No. 180/C012/99

## COMMUNITY TITLES ACT 1996

### SCHEME DESCRIPTION

#### INDEX

|                                                                                |   |
|--------------------------------------------------------------------------------|---|
| Identification of the Community Parcel, Strata Lots and Common Property        | 3 |
| Purposes for which the Lots may be Used                                        | 3 |
| Purposes for which Common Property may be Used                                 | 3 |
| Standard of Buildings and Other Improvements                                   | 4 |
| Development of the Building                                                    | 4 |
| Development of Common Property                                                 | 5 |
| Car Parking                                                                    | 5 |
| Stores                                                                         | 5 |
| Conditions of Development Imposed Pursuant to the Development Act 1993         | 5 |
| Other Important Features of this Scheme                                        | 6 |
| Other Information Required by the Regulations of the Community Titles Act 1996 | 6 |
| Endorsement by Relevant Development Authority                                  | 7 |

TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE

Scheme Description  
Development No. 180/C012/99

## COMMUNITY TITLES ACT 1996

### SCHEME DESCRIPTION

#### 1. IDENTIFICATION OF THE COMMUNITY PARCEL, STRATA LOTS AND COMMON PROPERTY

- 1.1 The community plan is a plan of subdivision of the building known as AIR Apartments, 220 Greenhill Road Eastwood, South Australia, ("the Building") and surrounds as contained in Allotment 100 DP 58900 being the whole of the land in Certificate of Title Volume 5867 Folio 970 into community strata lots ("Lots") and Common Property.
- 1.2 The Lots and Common Property are delineated in the plan of community division prepared by Alexander & Symonds Pty Ltd. ("the Plan") accompanying this Scheme Description.

#### 2. PURPOSES FOR WHICH THE LOTS MAY BE USED

The Lots shall be used

- 2.1 in the case of Lots 1 to 56, 58 to 84 and 86 to 141 inclusive for residential purposes and for associated car parking and storage and with the consent of the Community Corporation, for residential and home office purposes.
- 2.2 in the case of portion Lot 142 (wine store) available to the owners of lots within the Building which use may be altered by the Lot Owner, subject to consent as required under the Development Act 1993.
- 2.3 in the case of Ground and First Floor portion of Lot 143 for commercial purposes available to the public as a café/restaurant/function house/shop, which use may be changed by the lot owner to include but not limited to residential, subject to consent as required under the Development Act 1993.
- 2.4 in the case of portion of Lot 142 for the installation of antennae's and telecommunication receivers and transmitters and associated cabling and infrastructure, subject to consent as required under the Development Act 1993.

#### 3. PURPOSES FOR WHICH THE COMMON PROPERTY MAY BE USED

- 3.1 The basement Common Property shall be used for fire room, pump room and for access to car parking and storage areas.
- 3.2 The ground, upper ground and first floor Common Property shall be used for:
  - (a) access to car parking, visitor parking, bike parking, plant parking, car washing, telecommunication room, refuse area, mail room and receipt of deliveries;
  - (b) access to the community lots;

TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE

Scheme Description  
Development No. 180/C012/99

- (c) recreation including swimming pools, multipurpose theatre, play room, tennis court and other facilities and hospitality (which may be on a user pays basis) subject to the Community Title By-Laws.
- 3.3 The roof may be used for the installation of antennae's and telecommunication receivers and transmitters and associated cabling and infrastructure in association with Lot 142.
- 3.4 The Common Property shall be used by Lot owners, occupiers and persons authorised by them as in accordance with the Community Corporation By-Laws and to provide access to members of the public to Lots within the development.

#### 4. STANDARD OF BUILDINGS AND OTHER IMPROVEMENTS

- 4.1 The Building will be created by the alteration, renovation and addition to the existing structure.
- 4.2 The standard of work to be performed and the materials to be used on the new building work and other improvements to be erected or made by the Developer will comply with the following:
- (a) the building work will be performed by a licensed builder in a proper workman like manner to accepted trade standards;
  - (b) all materials used will be good and proper; and
  - (c) the building work will be performed in accordance with all statutory and other approvals obtained under the Development Act 1993.

#### 5. DEVELOPMENT OF THE BUILDING

- 5.1 The Developer will develop and complete the upgrade of the Building in accordance with the Plan and Development Approval granted by the relevant planning authority numbered DA 180/1190/02/C3 and DA 180/0995/04.
- 5.2 The building work is intended to be completed by the end of April 2005. Attached as Annexure B is a Construction Schedule of the anticipated completion of the building works. It is not possible to state an exact date because of the complexities associated with the development.
- 5.3 The Developer intends to stage the completion of the fit out of the Lots with Apartments on floors 1 to 8 inclusive being released for occupation prior to Apartments on floors 9 and above. Settlement of the Lots can not be effected until practical completion has been granted.
- 5.4 In the event that certain areas of the building works including the common facilities, landscaping, carparking and restaurant are not completed prior to settlement of any of the lots the Developer shall restrict the use of the uncompleted area(s) until completed. The Developer

TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE

Scheme Description  
Development No. 180/C012/99

shall use its reasonable endeavors to minimize disturbance or interference to the lot owners during the completion of the building works.

- 5.5 The Developer shall ensure all the landscaping and carparking shall be completed prior to settlement and occupation of the final stage of release of the Development.
- 5.6 The scheme is not a staged development.

## 6. DEVELOPMENT OF COMMON PROPERTY

The Developer intends to construct the improvements and alterations to the Common Property in accordance with the Plan and the Development Approval granted by the relevant planning authority numbered DA 180/1190/02/C3 and DA 180\0995\04.

It is intended that the Common Property will be comprised of:

- 6.1 the external structures of the Community Parcel:
- 6.2 walkways, stairways, driveways, ramps, passages, terraces, fire room, pump room, switch room, plant rooms, toilets, foyers, lifts, lift shafts and ducts air conditioning and service infrastructure:
- 6.3 refuse disposal facilities, car wash area, pavilion, visitor car parking, bike parking:
- 6.4 gallery, foyer, reflection pond, lobby, mail room, switch and communication rooms, swimming pool, wading pool, lap pool, gymnasium, spa, deck, sauna, tennis court, multi purpose room, kitchen & theatre.

## 7. CARPARKING

The Developer will create car parks for the use of visitors to form part of the common property to be administered, controlled and maintained by the community corporation.

## 8. STORES

Certain Lots contain store lot subsidiaries. The Owner of a Lot is prohibited from sleeping in the store and shall not perform any activities in the store that will unreasonably interfere with any other person.

## 9. CONDITIONS OF DEVELOPMENT IMPOSED PURSUANT TO THE DEVELOPMENT ACT 1993

The division of the Community Parcel and the alterations to the existing building are subject to conditions imposed by the relevant planning authority numbered DA 180/1190/02/C3 and DA 180\0995\04. A copy of the Decision Notification Forms with the conditions set out in full are attached as Annexure A.

TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE

Scheme Description  
Development No. 180/C012/99

**10. OTHER IMPORTANT FEATURES OF THIS SCHEME**

From time to time the owners of lots and lot subsidiaries adjacent to the common property plant room and lifts motor room shall give access to these rooms when required to do so.

**11. OTHER INFORMATION REQUIRED BY THE REGULATIONS TO THE COMMUNITY TITLES ACT 1996**

No other information is required by the regulations.

**DECISION NOTIFICATION FORM**

Development Number  
**180/01190/02/C3**

FOR DEVELOPMENT APPLICATION

RECEIVED ON 18/10/2002  
LODGED 18/10/2002

To **GREENHILL INVESTMENTS PTY LTD C/- CONNOR HOLMES CONSULTING 25 VARDON AVENUE ADELAIDE SA 5000**

**LOCATION OF PROPOSED DEVELOPMENT:**

Location of Development : 220-224 Greenhill Road Eastwood SA 5063

Section No (full/part): \_\_\_\_\_ Hundred: \_\_\_\_\_ Volume: \_\_\_\_\_ Folio: \_\_\_\_\_

Nature of Proposed Development **NON-COMPLYING CHANGE OF USE FROM OFFICE (FORMER ETSA OFFICE) TO RESIDENTIAL FLAT BUILDING CONTAINING 141 DWELLINGS, A CARETAKERS DWELLING, RESTAURANT, RECREATIONAL FACILITIES AND MULTI LEVEL CARPARK INCORPORATING STORAGE AREAS.  
STAGED APPROVAL - STAGE 3 BALANCE OF WORKS**

From **CITY OF BURNSIDE**

In respect of this proposed development you are informed that:

| Nature of Decision                                                       | Consent Granted                                                         | No. of Conditions       | Consent Refused | Not Applicable /Required |
|--------------------------------------------------------------------------|-------------------------------------------------------------------------|-------------------------|-----------------|--------------------------|
| Provisional Development Plan Consent                                     | 03/12/2002                                                              | 3                       |                 |                          |
| Land Division                                                            |                                                                         |                         |                 | N/A                      |
| Land Division Community Title                                            |                                                                         |                         |                 | N/A                      |
| Provisional Building Rules Consent (Privately Certified by Katrina Dodd) | Stage 1<br>11/03/2003<br>Stage 2<br>12/05/2003<br>Stage 3<br>27/08/2003 | NIL<br><br>NIL<br><br>1 |                 |                          |
| Public Space                                                             |                                                                         |                         |                 | N/A                      |
| Other                                                                    |                                                                         |                         |                 | N/A                      |
| <b>DEVELOPMENT APPROVAL</b>                                              | Stage 1<br>27/03/2003<br>Stage 2<br>30/05/2003<br>Stage 3<br>11/09/2003 | <br><br><br>4           |                 |                          |

Building Classification Granted: CLASS 2, 6, 7a, 7b, and 9b

Details of any conditions imposed on this consent/approval or the reasons for its refusal are set out on the attached sheet.

Any consent/approval is not operative until the period specified in the Development Act, 1993 in respect if any relevant appeals by third parties to the Environment, Resources and Development Court have expired (15 business days from the date of this decision).

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, site works or building work or change the use of the land must not be undertaken until notification of a Development Approval has been received.

Date of Decision: 11/09/2003

Signed: 

Council Chief Executive Officer or delegate

Development Officer, Planning

DECISION

Signed: *Philip King*  
Dated: 11/09/2003

- Development Officer, Building
- Private Certifier
- Sheets Attached

*MT*

## **DEVELOPMENT APPROVAL**

### **DEVELOPMENT APPLICATION NO. 180/01190/02/C3**

#### **CONDITION/S (PROVISIONAL DEVELOPMENT PLAN CONSENT)**

1. The proposal shall be developed in accordance with the details of the Development Application 180/1190/02/C3 and the approved plans prepared by Tectvs Design, (marked project no 14017, drawing numbers P05 to P15 and P17 P20, Rev A, date stamped 18 October 2002, and marked project no 14017, drawing numbers P01 to P04, Rev A, date stamped 15 November 2002, marked project no 14017, drawing numbers P16, Rev B, submitted 30 January 2003), except where varied by the following conditions.
2. All car parking areas, driveways and vehicle manoeuvring areas shown on the approved plans shall be constructed, sealed, drained and always maintained in accordance with sound engineering practice to the reasonable satisfaction of Council, and car parking bays shall be permanently delineated, prior to the occupation or use of the development herein approved, to the reasonable satisfaction of Council.
3. The establishment of all landscaping shown on the approved plan prepared by Herkes Associates (drawing number 210.36.01), date stamped '24 Oct 2002', shall be completed prior to the occupation or use of the development herein approved. Such vegetation, once established, should be maintained in good health and condition at all times, to the reasonable satisfaction of Council. Any dead or diseased plants or trees should be replaced to the reasonable satisfaction of Council.

#### **ADDITIONAL NOTE:**

**PLEASE REFER TO ATTACHED SHEET FOR SEVERAL IMPORTANT ADVISORY NOTES DESIGNED TO ASSIST YOU TO FULFILL ALL OF YOUR OBLIGATIONS AND ACHIEVE A SUCCESSFUL DEVELOPMENT.**

# COUNCIL COPY

Reference No: PC19167.3

## DECISION NOTIFICATION FORM

For Development Application: Dated: Development No: 180/01190/02/C3  
Registered On:

To: GREENHILL INVESTMENTS PTY LTD  
21-24 NORTH TERRACE  
ADELAIDE SA 5000

LOCATION OF PROPOSED DEVELOPMENT:  
House No: 220-226 Lot No: Street: GREENHILL ROAD Suburb: EASTWOOD  
Section No: Hundred: Volume: Folio:

NATURE OF PROPOSED DEVELOPMENT  
RESIDENTIAL APARTMENTS, RESTAURANT & CAR-PARK ("AIR APARTMENTS") -  
STAGE 3 - BALANCE OF WORKS

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   | 27/8/03         | 1                    |                 |
| 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:  ( ) Development Assessment Commission or Delegate  
( ) Council Chief Executive Officer or Delegate  
(\*) Private Certifier ( )  
Date: 27 August, 2003 ( ) Sheets Attached

IAN DODD Director  
PETER HARMER Director

22 Melbourne Street Telephone 08 8239 1040  
North Adelaide SA 5006 Facsimile 08 8239 1140  
Postal PO Box 1171 admin\_in@katnichdodd.com.au  
North Adelaide SA 5006 www.katnichdodd.com.au



KATNICH DODD



Reference No: PC19167.3

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

|                       |                                                                                                                                                |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| BUILDING WORK:        | RESIDENTIAL APARTMENTS, RESTAURANT & CARPARK ("AIR APARTMENTS") – STAGE 3 – BALANCE OF WORKS                                                   |
| SITE ADDRESS:         | 220 –226 GREENHILL ROAD, EASTWOOD                                                                                                              |
| APPLICANT:            | GREENHILL INVESTMENTS PTY LTD                                                                                                                  |
| OWNER:                | GREENHILL INVESTMENTS PTY LTD                                                                                                                  |
| CLASSIFICATION:       | APARTMENTS                    2<br>MULTIPURPOSE                9b<br>RESTAURANT                    6<br>CARPARK                        7a & 7b |
| RISE IN STOREYS:      | 14                                                                                                                                             |
| TYPE OF CONSTRUCTION: | A                                                                                                                                              |
| DEVELOPMENT APPLN:    | 180/01190/02/C3                                                                                                                                |

**CONDITIONS****1. Details of the restrictions on the car-park storage areas to ensure**

- Stacking too close to (side-wall) sprinklers does not occur
- Mechanical exhaust will not be obstructed
- Roller shutter details and provision for operation of mechanical exhaust

shall be submitted to the satisfaction of the *certifier* prior to such work being commenced.

**BCA-Parts E & F****Notes:**

Stairs 1 & 3 share the same fire isolated corridor and are considered as the same exit. Stair 2 provides the alternative exit in each egress scenario.

This consent is issued on the understanding that the proprietary type materials and products as specified either on the architectural plans or specification are to be selected and installed in accordance with the manufacturers recommendations and relevant standards

The Early Fire Hazard Indices of wall, floor and ceiling linings, and air-handling ductwork shall comply with Clause C1.10 of the BCA.

Fire precautions must be taken during construction in accordance with BCA-E1.9. The builder must also ensure, once the method of construction has been determined, that the design of the building/structure adequately accommodates the anticipated *construction activity actions*.

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:

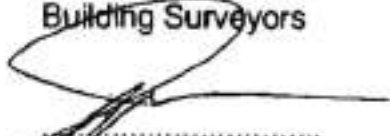
1. a written statement from a licensed building work contractor who carried out the relevant work or who was in charge of carrying out the relevant work; or if there is no such licensed building work contractor- from a registered building work supervisor (including architect) or private certifier
  - that the notifications required under section 59 of the Act have been given in accordance with the requirements of that section and the regulations; and
  - that the relevant building work has been carried out in accordance with any relevant approval and the provisions of the Building Rules; 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, the "wet" and/or "dry" report(s) from the fire authority as to whether those facilities have been installed and operate satisfactorily.

Wet area details including floor grades, set-downs and impervious surfaces shall comply with Minister's Specification SA F1.7; including provision of drainage flanges.

**IMPORTANT:** This report does not imply compliance with the Electricity Act, 1996 as amended (building within prescribed distances of adjacent power lines), 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.

**IMPORTANT:** This report is for compliance with the Development Act 1993 and does not imply compliance with the Swimming Pools (Safety) Act 1972 as amended or any of the regulations under this Act. It is the responsibility of the owner and the person erecting the building/ structure to ensure compliance with same.

**Katnich Dodd**  
Building Surveyors



.....  
**Ian Dodd**  
27 August, 2003



## Decision Notification Form

|                          |                                                                                                            |
|--------------------------|------------------------------------------------------------------------------------------------------------|
| Development Application: | 180/0995/04                                                                                                |
| Applicant:               | Greenhill Road Investments Pty Ltd                                                                         |
| Nature of Development:   | Variation to DA 180/01190/02/C3 - reduction to 139 residential apartments, restaurant and associated works |
| Location:                | 220-224 Greenhill Road Eastwood SA 5063                                                                    |

|                       |            |                      |  |
|-----------------------|------------|----------------------|--|
| Application Received: | 24/09/2004 | DAC Reference:       |  |
| Application Lodged:   | 24/09/2004 | ERD Court Reference: |  |

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  | Granted         | 17/03/2005       | 1                 |
| Land Division Consent                 | -               | -                | -                 |
| Land Division Community Title Consent | -               | -                | -                 |
| Provisional Building Rules Consent    | Required        | -                | -                 |
| Public Space                          | -               | -                | -                 |
| Other                                 | -               | -                | -                 |
| <b>DEVELOPMENT APPROVAL</b>           | <b>Required</b> | -                | -                 |

Building Classification Granted: N/A

Details of any conditions imposed on this consent/approval or the reasons for its refusal are set out on the attached sheet.

The applicant may lodge an appeal with the Environment, Resources and Development Court against this decision within (2) months of the date of this decision.

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

~~Any consent/approval is not operative until the period specified in the Development Act, 1993 in respect if any relevant appeals by third parties to the Environment, Resource and Development Court have expired (15 business days from the date of this decision).~~

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 undertake site works or building work or change the use of the land until notification of a Development Approval has been received.

Signed:  .....

Council Chief Executive Officer or Delegate

Dated: 24.3.05 .....

ERD Court

Sheets Attached



**DEVELOPMENT APPLICATION NO. 180\0995\04**

**Provisional Development Plan Consent Conditions**

- 1 The development granted Provisional Development Plan Consent for Development Application 180\995\04 shall be undertaken in accordance with the amended plans to the satisfaction of Council.

**Reason:**

To ensure that the development is undertaken in accordance with the application details.

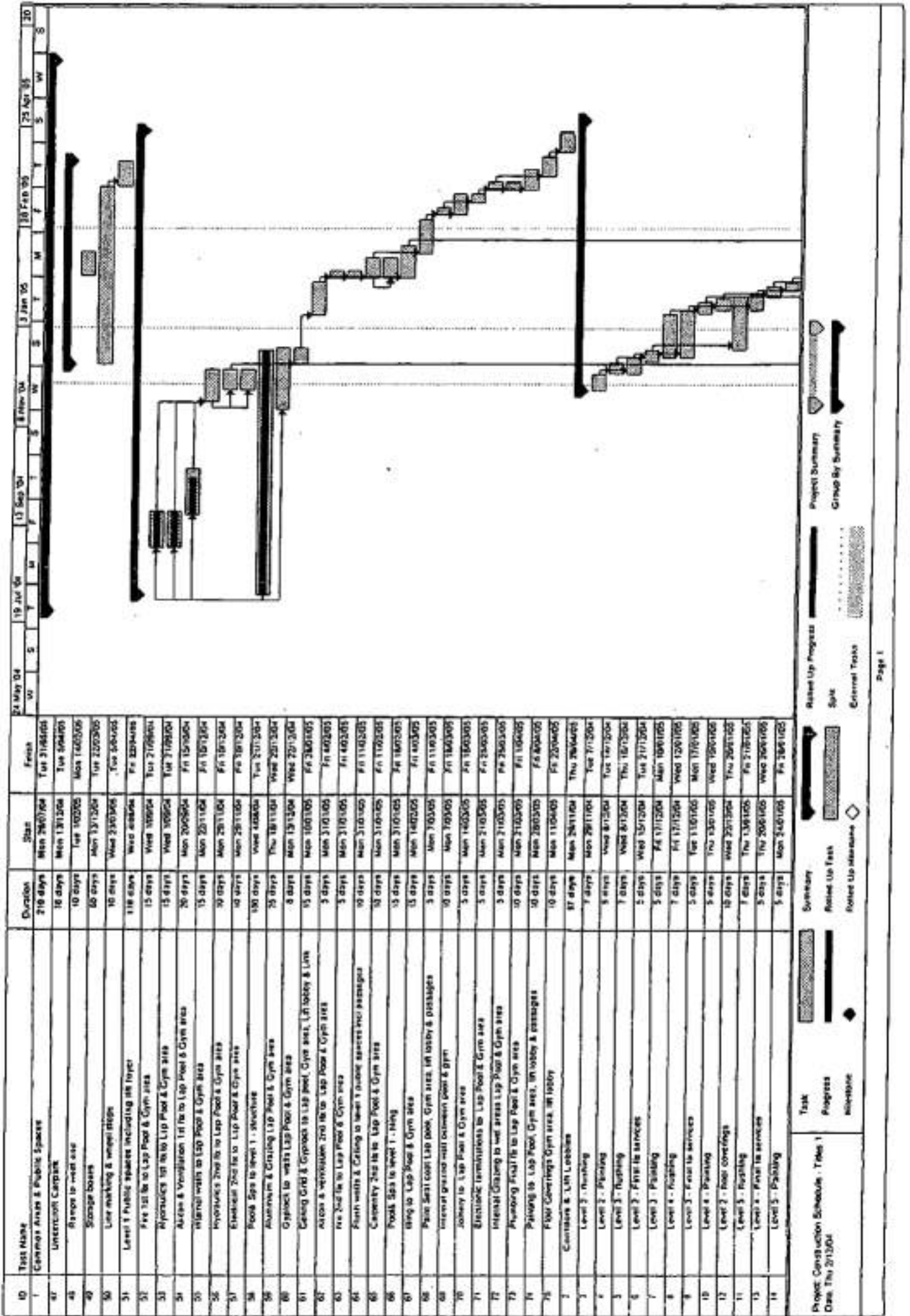


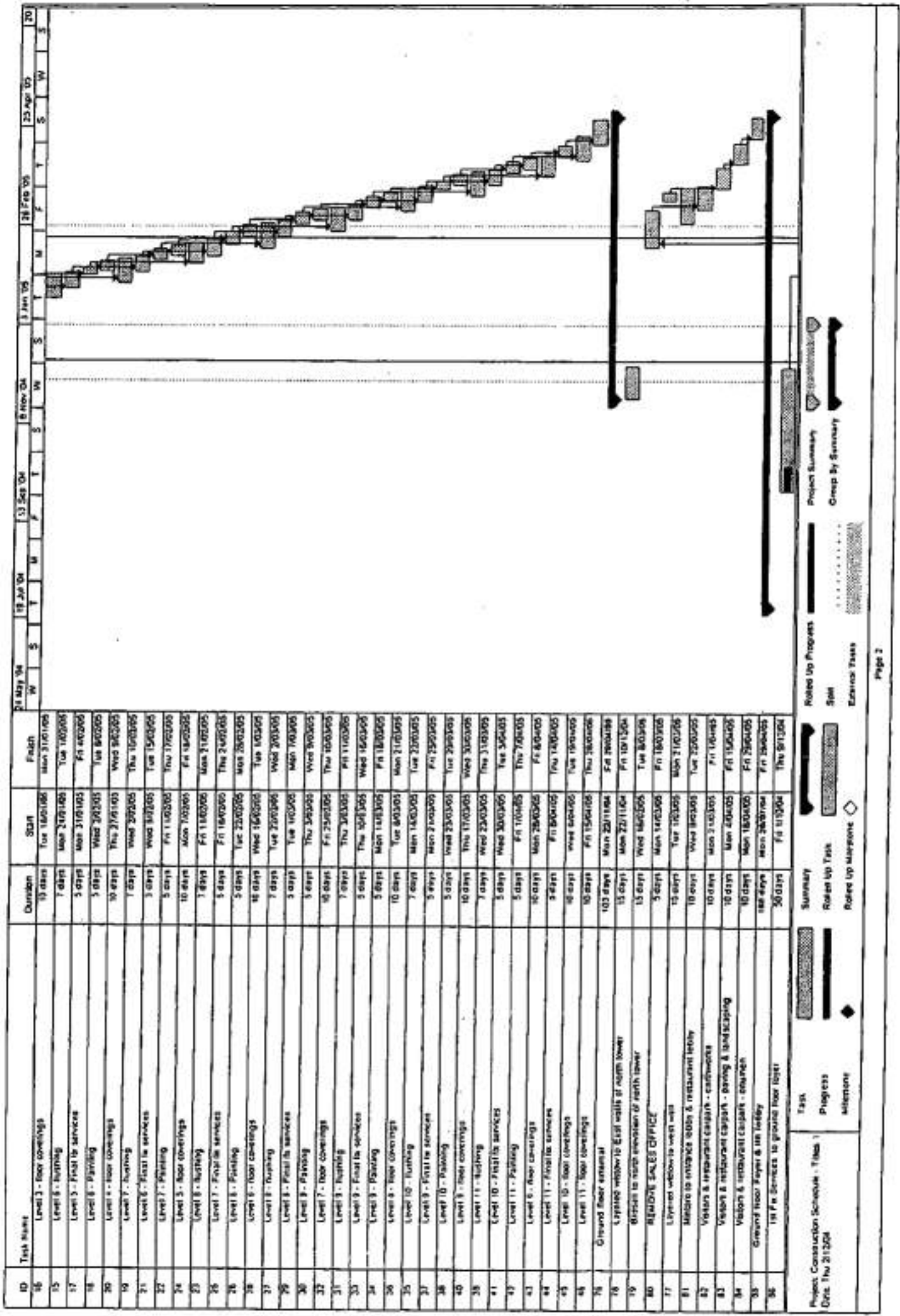
### **Advisory Notes**

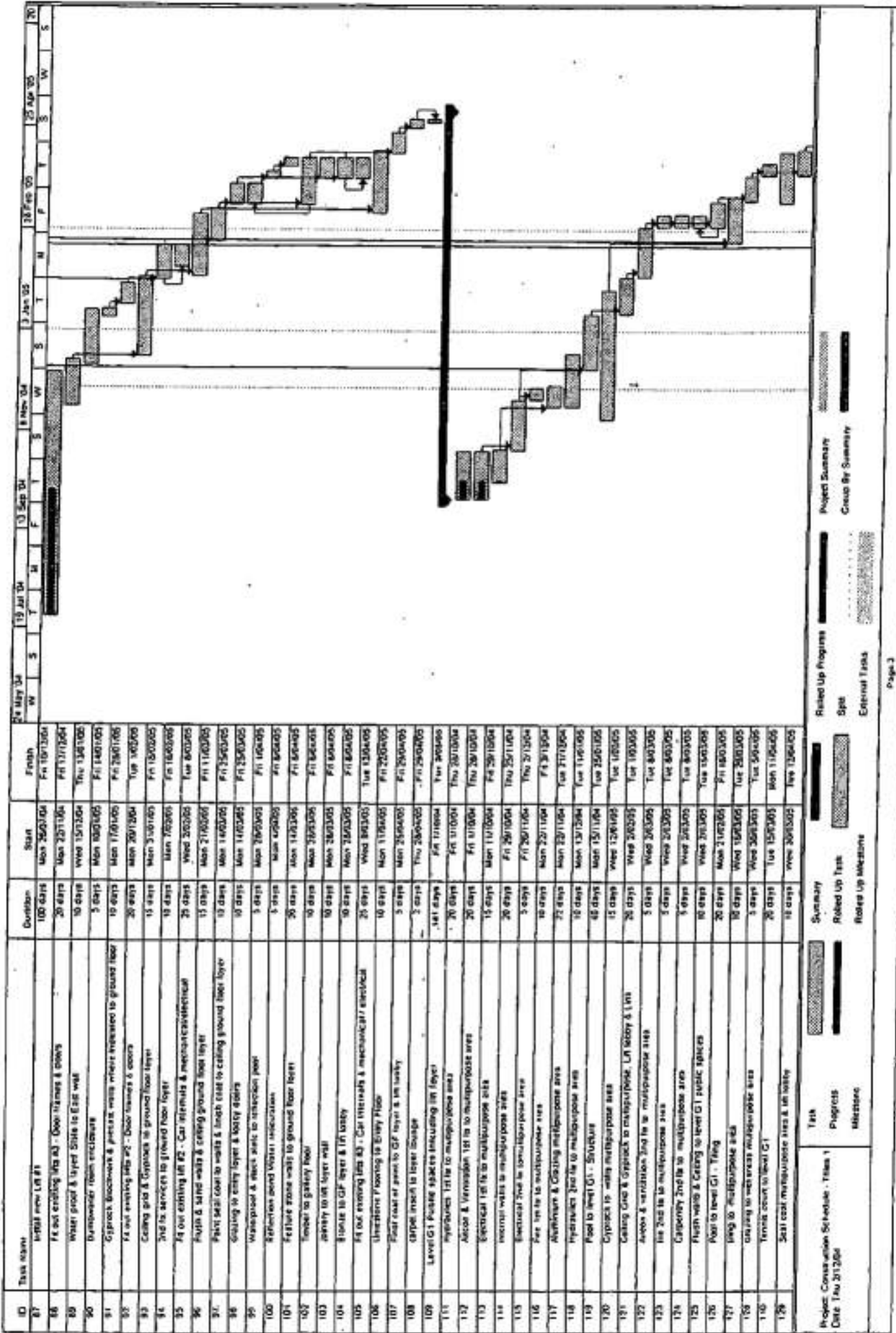
- 1 **Previous Consent**  
The applicant should be aware that the conditions of approval and advices issued with the previous consent (DA/1190/02/C3) where relevant remain valid and should be complied with.
  
- 2 **Damage to Council's Footpath/Kerbing /Road Pavement/Verge**  
Section 779 of the Local Government Act provides that where damage to Council footpath/kerbing/road pavement/verge occurs as a result of the development, the owner/applicant shall be responsible for the cost of Council repairing the damage.

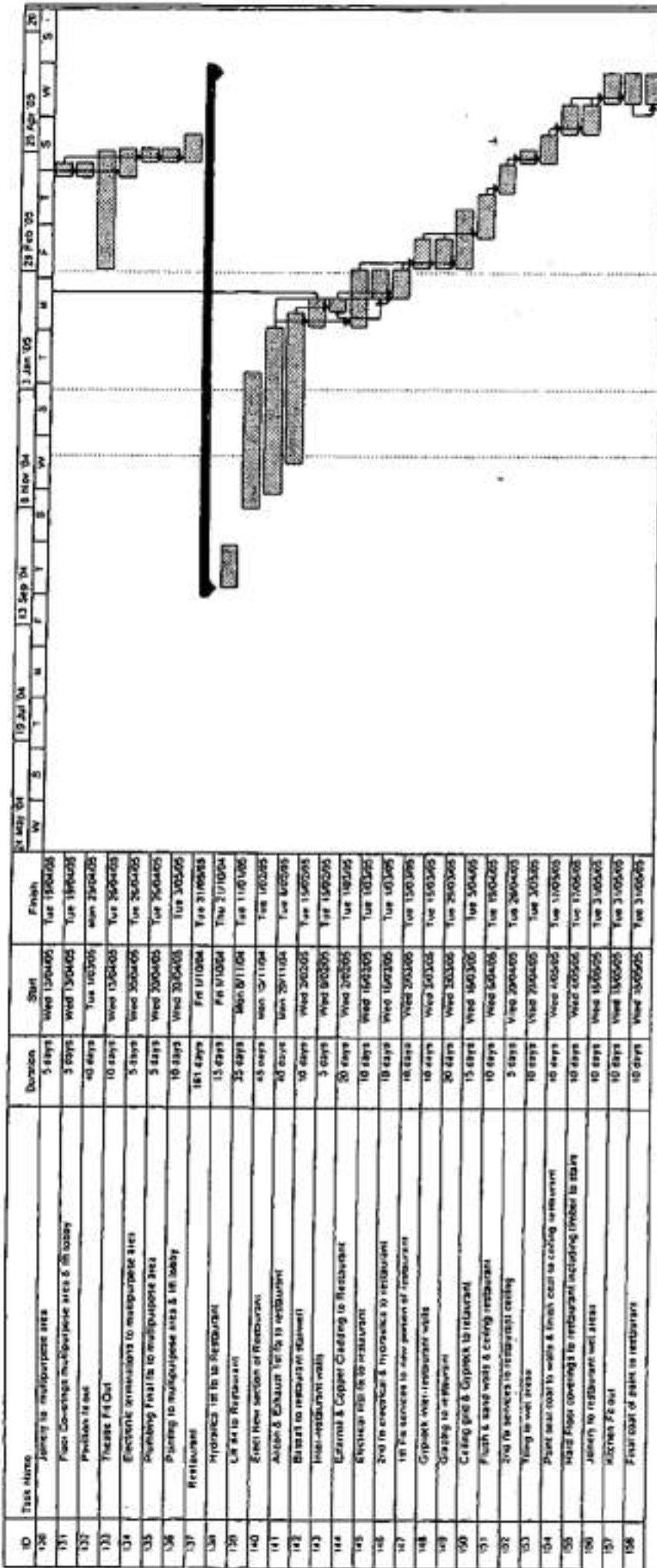
# ANNEXURE B

65









Project: Construction Schedule - Task 1  
Date: Thu 28/12/24

Task Progress Milestone

Summary Rotted Up Progress Rotted Up Task Rotted Up Milestone

External Tasks

Project Summary Group By Summary

Page 4

Orig. LF 10268596



11:58 20-Jul-2005  
9 of 9 Fees: \$0.00

**LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA**

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

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR AGENT USE ONLY**

|            |        |
|------------|--------|
| SERIES NO. | PREFIX |
| 9          | LF     |

AGENT CODE

Lodged by:  
GEOFFREY STEVENS GMS1

Correction to:  
GEOFFREY STEVENS GMS1

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

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

Assessor

|             |             |
|-------------|-------------|
| PICK-UP NO. | 10199292.   |
| CP          | 22862       |
| DEV. NO.    | 180/0012/99 |

Lands Titl 11:18 22/07/05 197431  
REGISTRATION FEE \$101.00

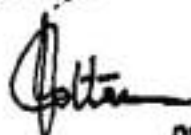
**BELOW THIS LINE FOR OFFICE USE ONLY**


|        |         |
|--------|---------|
| Date:  | Time:   |
| FEES   |         |
| R.G.O. | POSTAGE |
|        |         |

|            |                                                                                               |
|------------|-----------------------------------------------------------------------------------------------|
| CORRECTION | PASSED<br> |
|------------|-----------------------------------------------------------------------------------------------|

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

FILED 5-8-2005



pro   
REGISTRAR GENERAL

| ITEM | AGENT CODE |
|------|------------|
|      |            |
|      |            |
|      |            |
|      |            |

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

**Development Contract  
Development No 180:C012:99**

Page 1 of 6

# **DEVELOPMENT CONTRACT**

**COMMUNITY TITLES ACT 1996**

**COMMUNITY PLAN NO. 22863**

**AIR APARTMENTS**

**220 GREENHILL ROAD EASTWOOD**

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

**Development Contract CP 22863**

**Development No 180:C012:00**

**Page 2 of 6**

**INDEX**

|     |                                                         |   |
|-----|---------------------------------------------------------|---|
| 1.  | Interpretation.....                                     | 3 |
| 2.  | Important Notice .....                                  | 3 |
| 3.  | Identification of Land to be Developed.....             | 4 |
| 4.  | Scheme Description Obligations.....                     | 4 |
| 5.  | Development Authorisation.....                          | 5 |
| 6.  | Developer's Undertakings.....                           | 5 |
| 7.  | Obligations on community Lot Owners and Occupiers ..... | 5 |
| 8.  | Obligations of the Developer with Common Property ..... | 6 |
| 9.  | Access .....                                            | 6 |
| 10. | Theme and Architectural Design and Standard .....       | 6 |
| 11. | Landscaping .....                                       | 6 |

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

**Development Contract CP 22863  
Development No 180:C012:99**

Page 3 of 6

**1. Interpretation**

In this Development Contract:

"Act" means the Community Titles Act 1996.

"By-Laws" means the By-Laws filed with this development contract.

"Common Property" means the Common Property defined in the Plan of Community Division.

"Community Parcel" means the land situated at 220 Greenhill Road Eastwood in the state of South Australia being the whole of the land comprised in the Certificate of Title Register Book Volume 5867 Folio 970.

"Corporation" means the Community Corporation established when the Plan of Community Division is deposited by the Register General in the Land Titles Registration Office.

"Council" means the City of Burnside

"Developer" means the owner of the Community Parcel immediately prior to deposit of the Plan of Community Division.

"Development Consent" means the Development Plan consent in Development Application No. 180/C012/99 issued by the Council.

"Plan of Community Division" means the community plan deposited with this Development Contract.

"Scheme Description" means the Scheme Description filed with this Development Contract.

**2. Important Notice**

2.1 This development contract contains details of a community scheme which is proposed to be developed on the Community Parcel.

Parties are advised that the obligations contained in this development contract may only be varied or terminated in accordance with the provisions of sections 50, 69(8) or 70(8) of the Act.

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

**Development Contract CP 22863  
Development No 180:C012:99**

Page 4 of 6

- 2.2 This contract should be considered in connection with the results of searches and enquires made in respect of the community scheme concerned. Attention is drawn in particular to the Scheme Description and By-Laws which set out the management rules governing this community scheme and which provide details of the rights and obligations of lot owners under this community scheme in the manner in which the community scheme will be developed by the Developer.
- 2.3 Further particulars about details of the scheme are available at-
- 2.3.1 the Council, and
- 2.3.2 the Development Assessment Commission(see planning consent in Development Application No 180/C012/99.
- 2.4 The terms of this development contract are binding on the Developer and any subsequent purchaser of the Community Parcel to develop the Community Parcel in accordance with the Development Consent.

**3. Identification of Land to be Developed**

The land to be developed in accordance with this Development Contract is the whole of the Community Parcel.

**4. Scheme Description Obligations**

As a result of the deposit of the plan of community development the community parcel will be divided into one hundred and forty one (141) separate community strata lots and Common Property. In respect of each community lot the Developer will be obliged to develop the lots in the Community Parcel in accordance with the Scheme Description in accordance with the Development Consent. The Developer will be obliged to develop the Common Property in accordance with the Scheme Description and the Development Consent.

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

**Development Contract CP 22863  
Development No 180:C012:99**

Page 5 of 6

**5. Development Authorisation**

Development authorisation under the Development Act 1993 has been approved for a residential building, restaurant, recreation facilities and multi level car park incorporating storage area in accordance with a planning consent in Development Application No. 180 /01190/02/C3 issued by the Council.

**6. Developer's Undertakings**

6.1 The Developer undertakes to the owners and occupiers from time to time of the community lots and to the Corporation that in carrying out the proposed development it will interfere as little as is reasonably practical with the use and enjoyment by the owners and occupiers of the community lots and the common property.

6.2 The Developer undertakes to the owners and the occupiers from time to time of the community lots and to the Corporation that they will pay the cost of repairing any damage caused by the Developer to a community lot or to the community property or to any building or other property on any community lot or the common property.

**7. Obligation on Community Lot Owners and Occupiers**

The owner from time to time of each community lot and the Community shall provide access to and allow occupation of various parts of the Community Parcel by the Developer for the purposes of fulfilling the Developers obligations under the Development Contract.

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

**Development Contract CP 22863  
Development No 180:C012:99**

**8. Obligations on the Developer with Common Property**

The Developer must cause to be developed on the Common Property the infrastructure and other development as contemplated in the Scheme Description.

**9. Access and Completion**

In performing the obligations of this contract, the Developer or the owner of each community lot (personally and by their agents, employees or contractors) may take access by any means at any time between the hours of 7.30 am and 5.00 pm on Monday to Friday over the Common Property and may occupy and have access to any part of the Community Parcel which is reasonably necessary to perform any obligations under this contract, which work shall be completed as contemplated in the Scheme Description which is anticipated for completion within two months for the date of Deposit of the Plan of Division.

**10. Theme and Architectural Design and Standard**

The standard of work to be performed and the materials to be used is to be of a high standard in accordance with the Development consent plans and substantially in accordance with pictorial representation plan attached hereto.

**11. Landscaping**

That area of the Common Property as is not to be used as driveway access and car parking shall be landscaped in accordance with the Development consent plans and substantially in accordance with the pictorial representation plan attached hereto.

DATED This 20<sup>th</sup> day July 2005

EXECUTED by )  
GREENHILL ROAD )  
INVESTMENTS PTY LTD )  
With the authority of its )  
Director(s) :

OP  
Director x

Secretary x

OUTLINE LANDSCAPE SPECIFICATION

OFFICE, PROVISIONAL... (Detailed text regarding site conditions and design intent)

PLANTING... (Detailed text regarding plant selection and installation requirements)

CONCRETE... (Detailed text regarding concrete work and finishes)

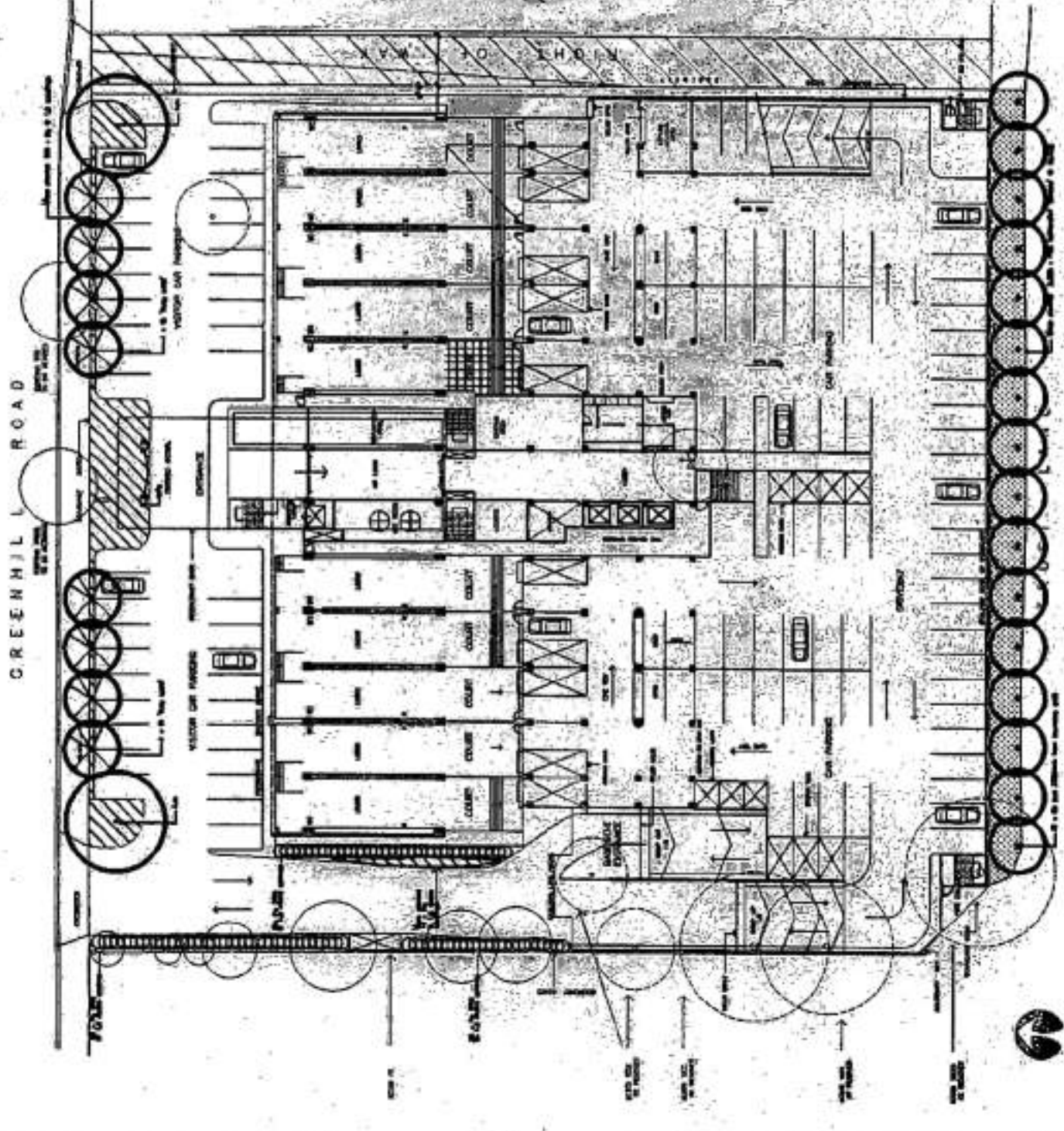
PAVING... (Detailed text regarding paving materials and construction)

ILLUMINATION... (Detailed text regarding lighting design and specifications)

GENERAL NOTES... (General project information and references)

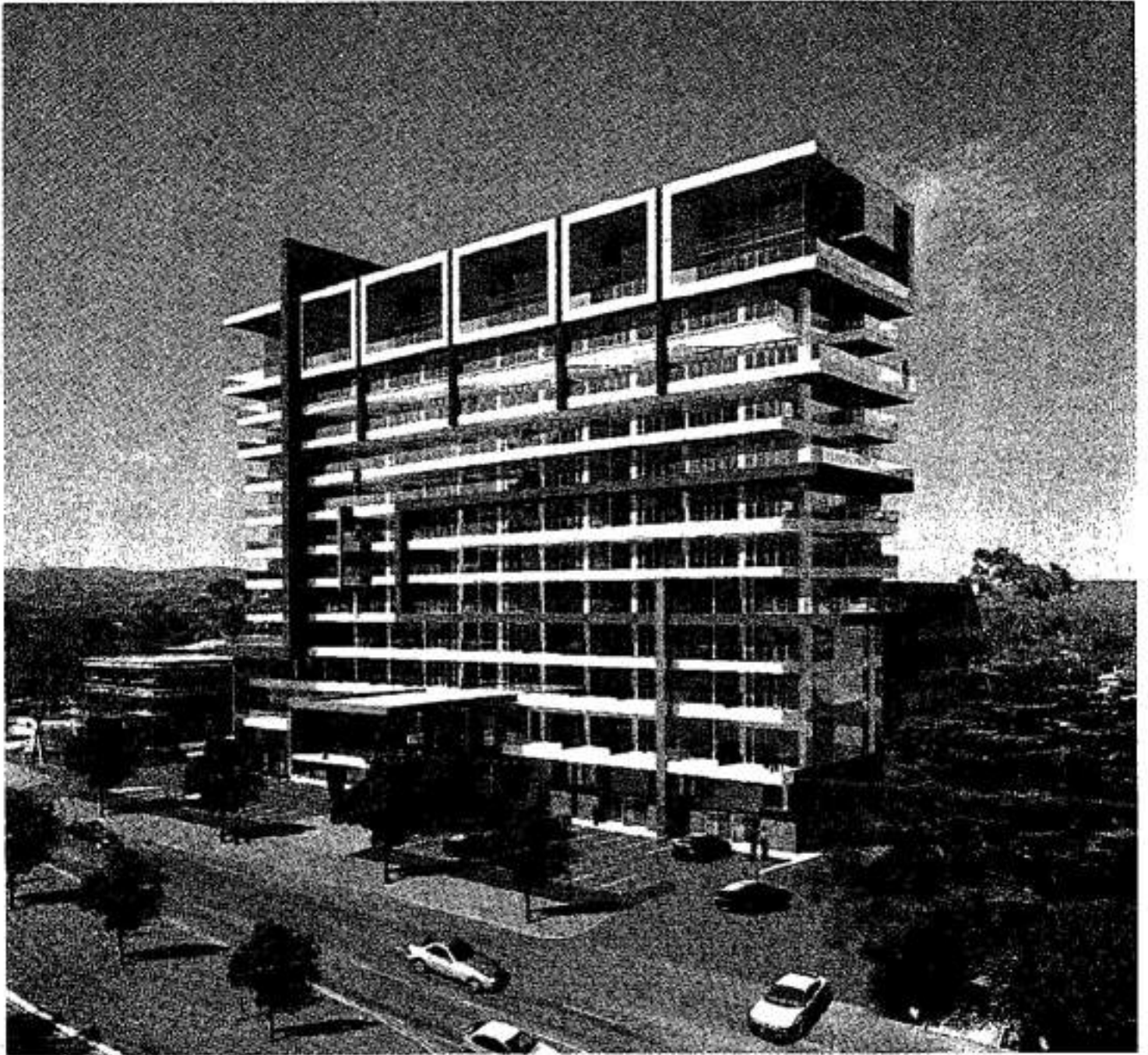
PLANT SCHEDULE (Table listing plant species, quantities, and notes)

Project information block including client name (harkies), address (220 GREENHILL ROAD), and drawing title (LANDSCAPE PLAN)



LEGEND (List of symbols and their corresponding landscape elements)

Scale and orientation information



OFFICIAL  
**ANNEXURE J**



Government  
of South Australia  
Department for Infrastructure  
and Transport

In reply please quote *LA260274*  
Enquiries to *Mohammad Rahman – 7133 3903*

14 April 2026

Commercial & Legal Pty Ltd  
278 Flinders Street  
ADELAIDE SA 5000  
convey@commercialandlegal.com.au

Dear Sir/Madam

PROPERTY AT 220 GREENHILL ROAD, EASTWOOD  
ALLOTMENT 129 OF COMMUNITY PLAN 22863  
PART SECTION 254, HUNDRED OF ADELAIDE  
CERTIFICATE OF TITLE REGISTER BOOK VOLUME 5947 FOLIO 652

**TRANSPORT  
STRATEGY AND  
PLANNING DIVISION**

Level 7 83 Pirie Street  
Adelaide SA 5000  
Kaurna Country

GPO Box 1533  
Adelaide SA 5001  
DX 171

T 1300 872 677  
W dit.sa.gov.au

ABN 92 366 288 135

**Build. Move.  
Connect.**

I refer to your enquiry forwarded to Land Services SA - Section 7 Unit (Receipt No.2768769) concerning the above property.

The Metropolitan Adelaide Road Widening Plan shows a possible requirement for a strip of land up to 4.5 metres in width from the Greenhill Road frontage of this site (CP 22863) for future upgrading of the Greenhill Road / Fullarton Road intersection. The consent of the Commissioner of Highways under the Metropolitan Adelaide Road Widening Plan Act 1972 is required to all building works on or within 6.0 metres of the possible requirement.

No declaration has been made pursuant to Part 2A of the Highways Act 1926 regarding access to/from the abutting roads.

Yours sincerely

**For MANAGER, TRANSPORT ASSESSMENT  
for COMMISSIONER OF HIGHWAYS**