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The Form 1 Company™

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FORM 1 - VENDOR'S STATEMENT

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

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

* *means strike out or omit the option that is not applicable.*

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:** JODI ERIC TABALOTNY AND KATHERINE JAYNE BALLENGER

   Address: GPO BOX 1118 ADELAIDE SA 5001

4. **Vendor's registered agent:** FOX REAL ESTATE (SA) PTY LTD ACN 113 976 024 ☑

   Address: 192 MELBOURNE STREET NORTH ADELAIDE SA 5006

5. **Date of Contract** (if made before this statement is served): _____

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

   28/5 MOUNT BARKER ROAD URRBRAE SA 5064 BEING UNIT 28 IN STRATA PLAN 7816 BEING THE WHOLE OF THE LAND IN CERTIFICATE OF TITLE VOLUME 5010 FOLIO 326

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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 – Forms 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:
GPO BOX 1118 ADELAIDE SA 5001
(being the vendor's last known address); or

(c) transmitted by fax or email to the following fax number or email address:
fox@foxrealestate.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; or
(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.

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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, **JODI ERIC TABALOTNY AND KATHERINE JAYNE BALLENGER**

of **GPO BOX 1118 ADELAIDE SA 5001**

being the *vendor(s)/~~person authorised to act on behalf of the vendor(s) 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: 16-Sep-2026 Signed: Signed on GreatDocs by: Jodi Tabalotny

Date: 16-Sep-2026 Signed: Signed on GreatDocs by: Katherine Ballenger

Date: _____ Signed: _____

PART D – CERTIFICATE WITH RESPECT TO PRESCRIBED INQUIRIES BY REGISTERED AGENT ☑

(section 9)

To the purchaser:

I, **CHRISTOPHER GILL FOR AND ON BEHALF OF THE FORM 1 COMPANY PTY LTD**

certify that the responses/~~that, subject to the exceptions stated below, the responses~~ 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:

Nil

Date: 16/9/2026 Signed: _____

~~Vendor's/Purchaser's agent~~

*Person authorised to act on behalf of Vendor's/~~Purchaser's~~ agent

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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 Charge 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.]

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Column 1	Column 2	Column 3
1. General		
1.1 Mortgage of land *[**Note** – Do not omit this item. The 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):* Number of mortgage (if registered): Name of mortgagee:	☐ **YES / NO** **YES / NO**
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. The 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):* **PROPERTY INTEREST REPORT** Description of land subject to easement: **PORTION OF THE LAND IN THE SAID CERTIFICATE OF TITLE** Nature of easement: **REFER PAGE 12 IN THE PROPERTY INTEREST REPORT FOR DETAILS OF STATUTORY EASEMENTS** 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):	☑ **NO** **YES**
1.3 Restrictive covenant *[**Note** – Do not omit this item. The 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?	☐ **YES / NO** **YES / NO**
1.4 Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may	***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):*	☐ **YES / NO** **YES / NO**

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Column 1	Column 2	Column 3
be sought by the purchaser from the lessee or tenant or sublessee or subtenant.) *[**Note** – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Names 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. The 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):* Condition(s) of authorisation:	☐ **YES / NO** **YES / NO**

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)* [**Note** – *Do not omit this item. The 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):* **CITY OF MITCHAM SEARCH** Nature of condition(s): **REFER BUILDING NUMBER 947**	☑ **NO** **YES**

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)* [**Note** – *Do not omit this item. The 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):* **CITY OF MITCHAM SEARCH** Nature of condition(s): **REFER DEVELOPMENT NUMBER 080/D036/87**	☑ **NO** **YES**

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Column 1		Column 2	Column 3
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)* [**Note** – *Do not omit this item. The 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):* **CITY OF MITCHAM SEARCH AND STATE PLANNING COMMISSION LETTER** Nature of condition(s): **REFER DEVELOPMENT NUMBER 080/211/86**	☑ **NO** **YES**
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)* [**Note** – *Do not omit this item. The 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):* **CITY OF MITCHAM SEARCH** Nature of condition(s): **REFER DEVELOPMENT NUMBER 080/225/85**	☑ **NO** **YES**
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?*** ***Are there attachments?*** *If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* **DEPARTMENT FOR INFRASTRUCTURE AND TRANSPORT LETTER** Does the restriction apply to all of the land? **NO** If **NO**, give details about the part of the land to which the restriction applies: **REFER DEPARTMENT FOR INFRASTRUCTURE AND TRANSPORT LETTER**	☑ **NO** **YES**
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.]*	***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):* **CITY OF MITCHAM SEARCH AND PROPERTY INTEREST REPORT**	☑ **NO** **YES**

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Column 1	Column 2	Column 3

Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):
5 MOUNT BARKER RD URRBRAE SA 5064

ZONES
HILLS FACE - HF

OVERLAYS
AIRPORT BUILDING HEIGHTS (REGULATED) - ALL STRUCTURES OVER 30 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.

ENVIRONMENT AND FOOD PRODUCTION AREA
THE ENVIRONMENT AND FOOD PRODUCTION AREA OVERLAY IS AN AREA OF RURAL, LANDSCAPE, ENVIRONMENTAL OR FOOD PRODUCTION SIGNIFICANCE WITHIN GREATER ADELAIDE THAT IS PROTECTED FROM URBAN ENCROACHMENT

FUTURE ROAD WIDENING
THE FUTURE ROAD WIDENING OVERLAY SEEKS TO ENSURE DEVELOPMENT WILL NOT COMPROMISE EFFICIENT DELIVERY OF FUTURE ROAD WIDENING REQUIREMENTS.

HAZARDS (BUSHFIRE - HIGH RISK)
THE HAZARDS (BUSHFIRE - HIGH RISK) OVERLAY SEEKS TO ENSURE DEVELOPMENT RESPONDS TO THE HIGH LEVEL OF BUSHFIRE RISK BY SITING AND DESIGNING BUILDINGS TO MITIGATE THREAT AND IMPACT OF BUSHFIRES ON LIFE AND PROPERTY, FACILITATING ACCESS FOR EMERGENCY SERVICE VEHICLES AND SITUATING ACTIVITIES THAT INCREASE THE NUMBER OF PEOPLE LIVING AND WORKING IN THE AREA AWAY FROM AREAS OF UNACCEPTABLE BUSHFIRE RISK.

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.

NATIVE VEGETATION
THE NATIVE VEGETATION OVERLAY SEEKS TO PROTECT, RETAIN AND RESTORE AREAS OF NATIVE VEGETATION.

NON-STOP CORRIDOR
THE NON-STOP CORRIDOR OVERLAY SEEKS TO ENSURE SAFE AND EFFICIENT OPERATION OF NON-STOP CORRIDORS, WHERE FREE-FLOWING TRAFFIC MOVEMENT IS PRIORITISED.

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

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Column 1		Column 2	Column 3
		ENSURE SAFE AND EFFICIENT VEHICLE MOVEMENT AND ACCESS ALONG URBAN TRANSPORT ROUTES AND MAJOR URBAN TRANSPORT ROUTES. 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.	
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.]*	***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 authorisation: Name of relevant authority that granted authorisation: Condition(s) of authorisation:	☐ **YES / NO** **YES / NO**

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SCHEDULE – DIVISION 2 – OTHER PARTICULARS
(section 7(1)(b))

Particulars relating to strata unit ☑

1 Name of strata corporation:

STRATA CORPORATION 7816 INC

Address of strata corporation:

5 MOUNT BARKER ROAD URRBRAE SA 5064

2 Application must be made in writing to the strata corporation for the particulars and documents referred to in 3 and 4. Application must also be made in writing to the strata corporation for the articles referred to in 6 unless the articles are obtained from the Lands Titles Registration Office.

3 Particulars supplied by the strata corporation or known to the vendor:

(a) particulars of contributions payable in relation to the unit (including details of arrears of contributions related to the unit):

REFER STRATA CORPORATION SEARCH ANNEXED HERETO

(b) particulars of the assets and liabilities of the strata corporation:

REFER STRATA CORPORATION SEARCH ANNEXED HERETO

(c) particulars of expenditure that the strata corporation has incurred, or has resolved to incur, and to which the unit holder of the unit must contribute, or is likely to be required to contribute:

REFER STRATA CORPORATION SEARCH ANNEXED HERETO

(d) particulars of the unit entitlement of the unit:

UNIT 28 : 1 OF 72

[If any of the above particulars have not been supplied by the strata 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 strata corporation that are enclosed:

(a) a copy of the minutes of the general meetings of the strata corporation and management committee for the 2 years preceding this statement~~/since the deposit of the community plan~~; *(*Strike out or omit whichever is the greater period)*
YES

(b) a copy of the statement of accounts of the strata corporation last prepared;
YES

(c) a copy of current policies of insurance taken out by the strata corporation.
NO

[For each document indicate (YES or NO) whether or not the document has been supplied by the strata 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 strata corporation and give details of any other steps taken to obtain the particulars or documents concerned:

AN APPLICATION WAS SENT TO HORNER MANAGEMENT ON 28 AUGUST 2026

6 A copy of the articles of the strata corporation is enclosed.

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

APPLICATION TO AMEND ARTICLES 13377284 IS ATTACHED.

8 Further inquiries may be made to the secretary of the strata corporation or the appointed strata manager.
Name:

HORNER MANAGEMENT

Address:

232 SOUTH ROAD MILE END SA 5031

Note –

1 A strata corporation must (on application by or on behalf of a current owner, prospective purchaser or other relevant person) provide the particulars and documents referred to in 3(a)-(c), 4 and 6 and must also make available for inspection its accountancy records and minute books, any contract with a body corporate manager, the register of unit holders and unit holder entitlements that it maintains and any documents in its possession relating to the design and construction of the buildings or improvements on the site or relating to the strata scheme.

2 Copies of the articles of the strata corporation may also be obtained from the Lands Titles Registration Office.

3 All owners of a strata unit are bound by the articles of the strata corporation. The articles regulate the rights and liabilities of owners of units in relation to their units 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 strata unit, see Division 3 of this Schedule.

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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.

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.

Information and a booklet about strata and community titles is available from the Legal Services Commission at www.lsc.sa.gov.au.

You can also seek advice from a legal practitioner.

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ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser hereby acknowledges receipt of the following:

FORM 1 – STATEMENT UNDER SECTION 7 (*Land and Business (Sale and Conveyancing) Act 1994*)

the above being identified by page numbered 1 to 12 inclusive, together with the following annexures and supporting documents (if any):

CERTIFICATE OF TITLE VOLUME 5010 FOLIO 326
PROPERTY INTEREST REPORT
SA WATER, EMERGENCY SERVICES LEVY AND LAND TAX CERTIFICATES
CITY OF MITCHAM SEARCH
STRATA PLAN 7816
STRATA CORPORATION SEARCH
APPLICATION TO AMEND ARTICLES 13377284
DEPARTMENT FOR INFRASTRUCTURE AND TRANSPORT LETTER
STATE PLANNING COMMISSION LETTER

SIGNED BY THE PURCHASER:

THIS _____ DAY OF _____

_____ (Signature)

_____ (Signature)

_____ (Signature)

_____ (Signature)

The Purchaser acknowledges and consents to the Vendor and Agent or their authorised representatives signing the Form 1 by electronic and/or digital signatures under the Electronic Transactions Act (Cth) and (SA).

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

Land and Business (Sale and Conveyancing) Regulations 2025 - regulation 17

Buyers information notice

Prescribed notice to be given to purchaser

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 (CBS) recommends you check the website: *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 issues are relevant to each heading.

Safety

- Is there **asbestos** in any of the buildings or elsewhere on the property e.g. sheds and fences?
- Does the property have any significant **defects** e.g. **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?

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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** (e.g. 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*

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.**

LAND SERVICES SA

Product	Register Search (CT 5010/326)
Date/Time	28/08/2026 12:10PM
Customer Reference	
Order ID	20260828003894

REAL PROPERTY ACT, 1886
South Australia

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

Certificate of Title - Volume 5010 Folio 326

Parent Title(s) CT 4313/484

Creating Dealing(s) CONVERTED TITLE

Title Issued 01/02/1991 **Edition** 5 **Edition Issued** 27/08/2024

Estate Type

FEE SIMPLE (UNIT)

Registered Proprietor

JODI ERIC TABALOTNY
KATHERINE JAYNE BALLENGER
OF PO BOX 6289 LINDEN PARK SA 5065
AS JOINT TENANTS

Description of Land

UNIT 28 STRATA PLAN 7816
IN THE AREA NAMED URRBRAE
HUNDRED OF ADELAIDE

Easements

NIL

Schedule of Dealings

NIL

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
24/09/2020	13377284	APPLICATION TO AMEND ARTICLES	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

Copyright: www.landservices.com.au/copyright | Privacy: www.landservices.com.au/privacy | Terms of Use: www.landservices.com.au/sails-terms-of-use

Property Interest Report

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

Title Reference	CT 5010/326	**Reference No.**	2813987
Registered Proprietors	K J*BALLENGER & ANR	**Prepared**	28/08/2026 12:10
Address of Property	Unit 28, 5 MOUNT BARKER ROAD, URRBRAE, SA 5064		
Local Govt. Authority	CITY OF MITCHAM		
Local Govt. Address	GPO BOX 21 MITCHAM SHOPPING CENTRE TORRENS PARK SA 5062		

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

Table of Particulars

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

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

Prescribed encumbrance		Particulars (Particulars in bold indicates further information will be provided)
1.	**General**	
1.1	Mortgage of land *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title
1.2	Easement (whether over the land or annexed to the land) Note–"Easement" includes rights of way and party wall rights *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title
1.3	Restrictive covenant *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance
1.4	Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.) *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Refer to the Certificate of Title also Contact the vendor for these details
1.5	Caveat	Refer to the Certificate of Title
1.6	Lien or notice of a lien	Refer to the Certificate of Title
2.	***Aboriginal Heritage Act 1988***	
2.1	section 9 - Registration in central archives of an Aboriginal site or object	Aboriginal Affairs and Reconciliation in AGD has no registered entries for Aboriginal sites or objects affecting this title
2.2	section 24 - Directions prohibiting or restricting access to, or activities on, a site or	Aboriginal Affairs and Reconciliation in AGD has no record of any direction affecting this title

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	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 *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	**State Planning Commission in the Department for Housing and Urban Development will respond with details relevant to this item** also Contact the Local Government Authority for other details that might apply
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) *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	**State Planning Commission in the Department for Housing and Urban Development will respond with details relevant to this item** also Contact the Local Government Authority for other details that might apply

7. *Emergency Services Funding Act 1998*

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

8. *Environment Protection Act 1993*

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

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8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) does not have any current Orders registered on this title

9. *Fences Act 1975*

9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details

10. *Fire and Emergency Services Act 2005*

10.1	section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor

11. *Food Act 2001*

11.1	section 44 - Improvement notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
11.2	section 46 - Prohibition order	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply

12. *Ground Water (Qualco-Sunlands) Control Act 2000*

12.1	Part 6 - risk management allocation	Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
12.2	section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	DEW Water Licensing has no record of any notice affecting this title

13. *Heritage Places Act 1993*

13.1	section 14(2)(b) - Registration of an object of heritage significance	Heritage Branch in DEW has no record of any registration affecting this title
13.2	section 17 or 18 - Provisional registration or registration	Heritage Branch in DEW has no record of any registration affecting this title
13.3	section 30 - Stop order	Heritage Branch in DEW has no record of any stop order affecting this title
13.4	Part 6 - Heritage agreement	Heritage Branch in DEW has no record of any agreement affecting this title also Refer to the Certificate of Title
13.5	section 38 - "No development" order	Heritage Branch in DEW has no record of any "No development" order affecting this title

14. *Highways Act 1926*

14.1	Part 2A - Establishment of control of access from any road abutting the land	**Transport Assessment Section within DIT will respond with details that may be relevant to this item**

15. *Housing Improvement Act 1940* (repealed)

15.1	section 23 - Declaration that house is undesirable or unfit for human habitation	Contact the Local Government Authority for other details that might apply
15.2	Part 7 (rent control for substandard houses) - notice or declaration	Housing Safety Authority has no record of any notice or declaration affecting this title

16. *Housing Improvement Act 2016*

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

17. *Land Acquisition Act 1969*

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

18. *Landscape South Australia Act 2019*

18.1	section 72 - Notice to pay levy in respect of costs of regional landscape board	The regional landscape board has no record of any notice affecting this title
18.2	section 78 - Notice to pay levy in respect of right to take water or taking of water	DEW has no record of any notice affecting this title
18.3	section 99 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
18.4	section 107 - Notice to rectify effects of unauthorised activity	The regional landscape board has no record of any notice affecting this title
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
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 Act	The regional landscape board has no record of any notice affecting this title
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

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

19. *Land Tax Act 1936*

19.1	Notice, order or demand for payment of land tax	**A Land Tax Certificate will be forwarded.** **If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.** **Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au**

20. *Local Government Act 1934* (repealed)

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

21. *Local Government Act 1999*

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

22. *Local Nuisance and Litter Control Act 2016*

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

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

23.1	section 6 - Restriction on building work	**Transport Assessment Section within DIT will respond with details that may be relevent to this item**

24. *Mining Act 1971*

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

25. *Native Vegetation Act 1991*

25.1	Part 4 Division 1 - Heritage agreement	DEW Native Vegetation has no record of any agreement affecting this title

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		also Refer to the Certificate of Title
25.2	section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.3	section 25D - Management agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.4	Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation	DEW Native Vegetation has no record of any refusal or condition affecting this title

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

26.1	section 97 - Notice to pay levy in respect of costs of regional NRM board	The regional landscape board has no record of any notice affecting this title
26.2	section 123 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
26.3	section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
26.4	section 135 - Condition (that remains in force) of a permit	The regional landscape board has no record of any notice affecting this title
26.5	section 181 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
26.6	section 183 - Notice to prepare an action plan for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
26.7	section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
26.8	section 187 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
26.9	section 193 - Protection order to secure compliance with specified provisions of the Act	The regional landscape board has no record of any order affecting this title
26.10	section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any order affecting this title
26.11	section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any authorisation affecting this title

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

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

28. *Phylloxera and Grape Industry Act 1995*

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

29. *Planning, Development and Infrastructure Act 2016*

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

29.8	section 157 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.9	section 192 or 193 - Land management agreement	Refer to the Certificate of Title
29.10	section 198(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.11	section 198(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.12	Part 16 Division 1 - Proceedings	Contact the Local Government Authority for details relevant to this item also Contact the vendor for other details that might apply
29.13	section 213 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.14	section 214(6), 214(10) or 222 - Enforcement order	Contact the Local Government Authority for details relevant to this item also State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

30. *Plant Health Act 2009*

30.1	section 8 or 9 - Notice or order concerning pests	Plant Health in PIRSA has no record of any notice or order affecting this title

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

31.1	Part 3 - Notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
31.2	*Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)* (revoked) Part 2 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply
31.3	*Public and Environmental Health (Waste Control) Regulations 2010* (revoked) regulation 19 - Maintenance order (that has not been complied with)	Public Health in DHW has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply

32. *South Australian Public Health Act 2011*

32.1	section 66 - Direction or requirement to avert spread of disease	Public Health in DHW has no record of any direction or requirement affecting this title
32.2	section 92 - Notice	Public Health in DHW has no record of any notice affecting this title

		also Contact the Local Government Authority for other details that might apply
32.3	*South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply

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

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

34. *Water Industry Act 2012*

34.1	Notice or order under the Act requiring payment of charges or other amounts or making other requirement	**An SA Water Certificate will be forwarded.** **If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950** also The Office of the Technical Regulator in DEM 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 also Contact the Local Government Authority
5.	Particulars relating to asbestos at workplaces	Contact the vendor for these details
6.	Particulars relating to aluminium composite panels	Please note that the audit is limited to classes of buildings, and that this note does not confirm the presence or absence of Aluminium Composite Panelling. Contact the vendor for relevant details.
7.	Particulars relating to court or tribunal process	Contact the vendor for these details
8.	Particulars relating to land irrigated or drained under Irrigation Acts	SA Water will arrange for a response to this item where applicable
9.	Particulars relating to environment protection	Contact the vendor for details of item 2 also EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title also Contact the Local Government Authority for information relating to item 6
10.	Particulars relating to *Livestock Act, 1997*	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 *(Dog Fence Act 1946)*	This title is not subject to Dog Fence rates or the Dog Fence outside levy. Accordingly, the Dog Fence Board holds no current rate or levy-related interest in the property.
9.	Pastoral Board *(Pastoral Land Management and Conservation Act 1989)*	The Pastoral Board has no current interest in this title
10.	Heritage Branch DEW *(Heritage Places Act 1993)*	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.

Greatforms Signing Session ID: d8ef01e3-36c2-4663-b179-43ce517097ef, Executed: 16-Sep-2026 14:43 (ACST), Page 28 of 178

Notices

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

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

Building restrictions

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

In addition, if a building or structure is erected in proximity to a powerline of an electricity entity in contravention of the *Electricity Act*, the entity may seek a court order:
a) requiring the person to take specified action to remove or modify the building or structure within a specified period;
b) for compensation from the person for loss or damage suffered in consequence of the contravention; and/or
c) for costs reasonably incurred by the entity in relocating the powerline or carrying out other work.

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

Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

LAND SERVICES SA

Product	Title and Valuation Package
Date/Time	28/08/2026 12:10PM
Customer Reference	
Order ID	20260828003894

Certificate of Title

Title Reference	CT 5010/326
Status	CURRENT
Easement	NO
Owner Number	19469634
Address for Notices	POST OFFICE BOX 6289, LINDEN PARK, SA 5065
Area	NOT AVAILABLE

Estate Type

Fee Simple (Unit)

Registered Proprietor

JODI ERIC TABALOTNY
KATHERINE JAYNE BALLENGER
OF PO BOX 6289 LINDEN PARK SA 5065
AS JOINT TENANTS

Description of Land

UNIT 28 STRATA PLAN 7816
IN THE AREA NAMED URRBRAE
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference	TRANSFER (T) 14344061
Dealing Date	21/08/2024
Sale Price	$1,125,000
Sale Type	FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

NIL

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
0812998558	CURRENT	Unit 28, 5 MOUNT BARKER ROAD, URRBRAE, SA 5064

Notations

Dealings Affecting Title

NIL

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LAND SERVICES SA

Product	Title and Valuation Package
Date/Time	28/08/2026 12:10PM
Customer Reference	
Order ID	20260828003894

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
24/09/2020 13:51	13377284	APPLICATION TO AMEND ARTICLES	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	0812998558
Type	Site & Capital Value
Date of Valuation	01/01/2026
Status	CURRENT
Operative From	01/07/2016
Property Location	Unit 28, 5 MOUNT BARKER ROAD, URRBRAE, SA 5064
Local Government	MITCHAM
Owner Names	JODI ERIC TABALOTNY KATHERINE JAYNE BALLENGER
Owner Number	19469634
Address for Notices	POST OFFICE BOX 6289, LINDEN PARK, SA 5065
Zone / Subzone	HF - Hills Face
Water Available	Yes
Sewer Available	Yes
Land Use	1330 - Townhouse - Defined As Home Unit With Both Ground And First Floor Areas
Description	7H/UNIT G
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
S7816 UNIT 28	CT 5010/326

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$295,000	$1,025,000			
Previous	$240,000	$920,000			

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LAND SERVICES SA

Product	Title and Valuation Package
Date/Time	28/08/2026 12:10PM
Customer Reference	
Order ID	20260828003894

Building Details

Valuation Number	0812998558
Building Style	Bay Window Villa
Year Built	1988
Building Condition	Good
Wall Construction	Stone; Freestone
Roof Construction	Galvanised Iron
Equivalent Main Area	210 sqm
Number of Main Rooms	7

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

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LAND SERVICES SA

Product	Check Search
Date/Time	28/08/2026 12:10PM
Customer Reference	
Order ID	20260828003894

Certificate of Title

Title Reference: CT 5010/326

Status: CURRENT

Edition: 5

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
24/09/2020	02/10/2020	13377284	APPLICATION TO AMEND ARTICLES	FILED	S7816

Registrar-General's Notes

No Registrar-General's Notes exist for this title

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SA Water

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
08 12998 55 8	CT5010326	31/8/2026	7734	2813987

THE FORM 1 COMPANY
LEVEL 1, 3-5 MT BARKER RD
STIRLING SA 5152
form1@form1.net.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: J E TABALOTNY & K J BALLENGE
Location: U28 5 MOUNT BARKER RD URRBRAE UNIT28 S7816
Description: 7H/UNIT G
Capital Value: $1 025 000
Rating: Residential

Periodic charges

Raised in current years to 30/9/2026

			$
		Arrears as at: 30/6/2026 :	0.00
Water main available:	1/7/2016	Water rates :	88.00
Sewer main available:	1/7/2016	Sewer rates :	151.96
		Water use :	147.21
		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 :	387.17CR
		Balance outstanding :	0.00

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

Next quarterly charges: Water supply: 88.00 Sewer: 151.96 Bill: 18/11/2026

This account has no meter of its own but is supplied from account no 08 12997 99 3.

The Water Use apportionment option is Even.

The apportionment percentage for this account is 1.38%.

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

SA Water has no record of an Encumbrance on this property as at the date of issue of this certificate.

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SA Water

South Australian Water Corporation

Name:
J E TABALOTNY & K J BALLENGE

Water & Sewer Account
Acct. No.: **08 12998 55 8**

Amount: _____

Address:
U28 5 MOUNT BARKER RD URRBRAE
UNIT28 S7816

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0812998558

BPAY

Biller code: 8888
Ref: 0812998558

Telephone and Internet Banking — BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at bpay.com.au

Paying online

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

Paying by phone

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

SA Water account number: 0812998558

Government of South Australia

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
sawater.com.au

RevenueSA

ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

The details shown are current as at the date of issue.

PIR Reference No: 2813987

DATE OF ISSUE
31/08/2026

THE FORM 1 COMPANY
GPO BOX 1651
ADELAIDE SA 5001

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

OWNERSHIP NUMBER	OWNERSHIP NAME
19469634	K BALLENGER & J TABALOTNY

PROPERTY DESCRIPTION
28 / 5 MOUNT BARKER RD / URRBRAE SA 5064

ASSESSMENT NUMBER	TITLE REF. (A '+' indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
0812998558	CT 5010/326	$1,025,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2026-2027

FIXED CHARGE	$	50.00
+ VARIABLE CHARGE	$	324.70
- REMISSION	$	191.90
- CONCESSION	$	0.00
+ ARREARS / - PAYMENTS	$	0.00
= AMOUNT PAYABLE	$	182.80

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 29/11/2026

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER
19469634

OWNERSHIP NAME
K BALLENGER & J TABALOTNY

ASSESSMENT NUMBER
0812998558

AMOUNT PAYABLE
$182.80

AGENT NUMBER
100019452

AGENT NAME
THE FORM 1 COMPANY

EXPIRY DATE
29/11/2026

+702326581700022> +001571+ <0551101034> <0000018280> +444+

Greatforms Signing Session ID: d8ef01e3-36c2-4663-b179-43ce517097ef, Executed: 16-Sep-2026 14:43 (ACST), Page 38 of 178

Please Note:

Please check that the property details shown on this Certificate are correct for the land being sold.

The amount payable on this Certificate is accurate as at the date of issue.

This Certificate is only valid for the financial year shown.

If the change of ownership will occur in the following financial year, you must obtain another Certificate after 30 June.

Payment should be made as part of the settlement process.

The amount payable on this Certificate must be paid in full even if only a portion of the subject land is being sold. RevenueSA cannot apportion the ESL.

If the amount payable is not paid in full, the purchaser may become liable for all of the outstanding ESL as at the date of settlement.

The owner of the land as at 12:01am on 1 July in the financial year of this Certificate will remain liable for any additional ESL accrued before the date of this Certificate, even if the amount payable on this Certificate has been paid.

Provision of this Certificate does not relieve the land owner of their responsibility to pay their Notice of ESL Assessment by the due date.

If the owner of the subject land is receiving an ESL pensioner concession but was not living in the property as their principal place of residence as at 12:01am on 1 July of the current financial year, or is now deceased, you must contact RevenueSA prior to settlement.

For more information:

Visit: www.revenuesa.sa.gov.au
Email: contactus@revenuesa.sa.gov.au
Phone: (08) 8372 7534

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

BPAY **Biller Code: 456285** **Ref: 7023265817** Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au ® Registered to BPAY Pty Ltd ABN 69 079 137 518	**To pay via the internet go to:** www.revenuesaonline.sa.gov.au	Send your cheque or money order, made payable to the **Community Emergency Services Fund**, along with this **Payment Remittance Advice** to: **Please refer below.** **Revenue SA** **Locked Bag 555** **ADELAIDE SA 5001**

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

ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

This form is a statement of land tax payable pursuant to Section 23 of the *Land Tax Act 1936*. The details shown are current as at the date of issue.

PIR Reference No: 2813987

DATE OF ISSUE
31/08/2026

THE FORM 1 COMPANY
GPO BOX 1651
ADELAIDE SA 5001

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

OWNERSHIP NAME
K BALLENGER & J TABALOTNY

FINANCIAL YEAR
2026-2027

PROPERTY DESCRIPTION
28 / 5 MOUNT BARKER RD / URRBRAE SA 5064

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
0812998558	CT 5010/326	$295,000.00	0.0000 HA

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

CURRENT TAX	$	247.80	**SINGLE HOLDING**	$	0.00
- DEDUCTIONS	$	0.00			
+ ARREARS	$	0.00			
- PAYMENTS	$	0.00			
= AMOUNT PAYABLE	$	**247.80**			

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 29/11/2026

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

OWNERSHIP NUMBER
19469634

OWNERSHIP NAME
K BALLENGER & J TABALOTNY

ASSESSMENT NUMBER
0812998558

AMOUNT PAYABLE
$247.80

AGENT NUMBER
100019452

AGENT NAME
THE FORM 1 COMPANY

PAYABLE ON OR BEFORE
29/11/2026

+702326572600l2> +000927+ <0551101034> <0000024780> +444+

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Please Note:

Please check that the property details shown on this Certificate are correct for the land being sold.

This Certificate is only valid for the financial year shown.

If the change of ownership will occur in the following financial year, you must obtain another Certificate after 30 June.

Payment should be made as part of the settlement process.

The amount payable on this Certificate must be paid in full even if only a portion of the subject land is being sold. RevenueSA cannot apportion the land tax.

If the amount payable is not paid in full on or before the due date shown on this Certificate, the purchaser will not be released from liability of the whole amount of the land tax outstanding as at the date of settlement.

The owner of the land as at midnight on 30 June immediately before the financial year of this Certificate will remain liable for any additional land tax accrued before the date of this Certificate, even if the amount payable on this Certificate has been paid.

The amount payable on this Certificate is the land tax payable at the date of issue. However, land tax for a particular financial year may be reassessed at any time, changing the amount payable.

Should a reassessment occur after this Certificate has been paid in full, the purchaser will remain indemnified and will not be responsible for payment of the new land tax payable amount. The owner at the beginning of the relevant financial year will be responsible for payment of any additional land tax payable.

Should a reassessment occur after this Certificate has been issued but not paid in full, the purchaser will not be indemnified and may become responsible for payment of the new land tax payable amount.

Should a reassessment occur after this Certificate has been paid in full and the Certificate is subsequently updated, the purchaser will not be indemnified and may become responsible for payment of the new land tax payable amount.

Provision of this Certificate does not relieve the land owner of their responsibility to pay their Notice of Land Tax Assessment by the due date.

For more information:

Visit: www.revenuesa.sa.gov.au
Email: contactus@revenuesa.sa.gov.au
Phone: (08) 8372 7534

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

Biller Code: 456293 **Ref: 7023265726** Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au ® Registered to BPAY Pty Ltd ABN 69 079 137 518	**To pay via the internet go to:** www.revenuesaonline.sa.gov.au	Send your cheque or money order, made payable to the **Commissioner of State Taxation**, along with this **Payment Remittance Advice** to: **Please refer below.** **Revenue SA** **Locked Bag 555** **ADELAIDE SA 5001**

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.

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28 August 2026

The Form 1 Company
GPO Box 1651
ADELAIDE SA 5001

CITY OF MITCHAM

LOCAL GOVERNMENT SECTION 187 CERTIFICATE

Certificate No: **CERT1436/26** Receipt No:
Previous Cert No:

Reference No:	**24583**
Valuer General No:	**0812998558**
Property Description:	**LOT 28 TYP SP SEC 1079 PLN 7816 C/T 5010/326**
Property Address:	**28/5 Mount Barker Road URRBRAE SA 5064**
Owner:	**Katherine J Ballenger & Jodi E Tabalotny**

Pursuant to Section 187 of the Local Government Act 1999 I certify that the following amounts are due and payable in respect of, and are a charge against the property described above:

General Rate/Water Catchment Levy:	Total
General Rate	$2,146.35
Natural Resources Management Levy	$61.35
Less 12.5% Capping (If applicable)	$0.00
<Rates for the current year 2026/2027>	$2,207.70
Less Payments Received	$-551.70
<Debtor: Monies outstanding in addition to Rates>	$0.00
<TOTAL BALANCE OUTSTANDING>	$1,656.00

Discount: A discount of $21.45 can be deducted from the general rate raised if paid in full by 15/09/2026.
Please be advised: A fine of **2%** will be added to any current amount not paid by the due date. Interest is calculated monthly on arrears. Four quarterly instalments fall due on 15/09/26, 15/12/26 15/3/27 and 15/6/27.

If you wish to pay Council Rates settlements by BPay please use the BPay biller code 3186 and the reference number shown on this certificate.

UPDATES OF RATING INFORMATION CAN BE PROVIDED BY TELEPHONE
The Rates team may be contacted for a free Section 187 update by calling 1300 133 466 or by emailing rates@mitchamcouncil.sa.gov.au with the property address and certificate number. Free updates for the same financial year will be provided for up to 6 months from the date of the original search.

Authorised by the City of Mitcham

Street Address:
131 Belair Road
Torrens Park SA 5062

Postal Address:
PO Box 21
Mitcham Shopping Centre
Torrens Park SA 5062

Phone: 1300 133 466
www.mitchamcouncil.sa.gov.au

Document Set ID: 8854562
Version: 1, Version Date: 28/08/2026

CITY OF MITCHAM

131 Belair Road Torrens Park SA 5062
PO Box 21 Mitcham Shopping Centre SA 5062
Telephone 1300 133 466
Email mitcham@mitchamcouncil.sa.gov.au
Web site http://www.mitchamcouncil.sa.gov.au

We refer to your request and now attach particulars and documentary material which Council must supply pursuant to the provisions of the Local Government Act and the Land Business (Sale and Conveyancing) Act 1994.

Land and Business (Sale and Conveyancing) Act Section 7 Statement Prescribed Encumbrances for 28/5 Mount Barker Road URRBRAE SA 5064			
Applicant	The Form 1 Company GPO Box 1651 ADELAIDE SA 5001		
Certificate Number	CERT1436/26	Date received	28/08/2026
Property Address	28/5 Mount Barker Road URRBRAE SA 5064		
Property Description	LOT 28 TYP SP SEC 1079 PLN 7816 C/T 5010/326		
Property ID	2458	Parcel Number	Parcel Number

Schedule – Division 1 – Particulars of Prescribed Encumbrances affecting the land at 28/5 Mount Barker Road URRBRAE SA 5064	
Development Act 1993	
Part 3 - Development Plan	
Title or other brief description of zone or policy area in which the land is situated (as shown in the Development Plan):	Hills Face (HF)
Is the land situated in a designated State Heritage Area?	NO
Is the land designated as a place of local heritage value?	NO
Is there a current Development Plan Amendment released for public consultation by a council on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	NIL
If YES, state the name of the council:	NIL

Land and Business (Sale and Conveyancing) Act Section 7 Statement Prescribed Encumbrances for 28/5 Mount Barker Road URRBRAE SA 5064	
Is there a current 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?	Current and previous Minister-initiated Development Plan Amendments can be accessed via the SA Government Portal at: https://plan.sa.gov.au/resources/resources_library/development_plans/minister-initiated_development_plan_amendments For any queries regarding current or previous Minister-initiated Development Plan Amendments, please see the contact details provided in the above link.
Section 42 - Condition (that continues to apply) of a development authorisation List relevant development applications	080/1295/09
Planning, Development and Infrastructure Act 2016	
Part 5 – Planning and Design Code	
Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code	Hills Face (HF)
Is the land situated in a designated State Heritage Place?	NO
Is the land designated as a place of local heritage value?	NO
Is there a tree or a stand of trees declared in Part 10 of the Planning and Design Code to be significant tree or trees on the land?	NO
Is there a current amendment to the Planning and Design Code 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 operations?	YES https://plan.sa.gov.au/have_your_say/code-amendments/on-consultation
Section 127 – Condition (that continues to apply) of a development authorisation Copies of Decision Notification Forms can be downloaded from the PlanSA website – Development application register | PlanSA	Refer to the PlanSA Data Extract
Repealed Act conditions	
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 1966 (repealed)	
Refer to note in section 33 (Further Information Held By Councils)	
Development Act 1993	
Section 50(1)—Requirement to vest land in a council or the Crown to be held as open space	NIL
Section 50(2)—Agreement to vest land in a council or the Crown to be held as open space	NIL
Section 55—Order to remove or perform work	NIL
Section 56—Notice to complete development	NIL
Section 57—Land management agreement	NIL

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Land and Business (Sale and Conveyancing) Act Section 7 Statement Prescribed Encumbrances for 28/5 Mount Barker Road URRBRAE SA 5064	
Section 60 – Notice of intention by building owner	If applicable Notice of Intention by building owner will be contained in the Conditions on attached Decision Notification forms.
Section 69—Emergency order	NIL
Section 71—Fire safety notice	NIL
Section 84—Enforcement notice	NIL
Section 85(6), 85(10) or 106—Enforcement order	NIL
Part 11 Division 2—Proceedings	NIL
Planning and Development Act 1966	NIL
Building Act 1971	080/0566/8788 080/0947/8687 080/0591/8687
Planning Act 1982	080/5036/87 080/0211/86 080/0225/85
Court Order	NIL
Fire and Emergency Services Act 2005	
Section 105F (or section 56 or 83 (repealed))—Notice to take action to prevent outbreak or spread of fire	NIL
Food Act 2001	
Section 44—Improvement notice	NIL
Section 46—Prohibition order	NIL
Housing Improvement Act 1940	
Section 23 —declaration that house is undesirable or unfit for human habitation	NIL
Land Acquisitions Act 1969	
Section 10 Notice of intention to acquire	Refer to Land Services – Certificate of Title
Local Government Act 1934	
Notice, order, declaration, charge, claim or demand given or made under the Act	NIL
Local Government Act 1999	
Notice, order, declaration, charge, claim or demand given or made under the Act	NIL
Local Nuisance and Litter Control Act 2016	
Section 30 – Nuisance or litter abatement notice	NIL
Planning, Development and Infrastructure Act 2016	
Section 141 – Orders to remove or perform work	NIL
Section 142 – Notice to complete development	NIL
Emergency Order	NIL
Section 157 – Fire Safety Notice	NIL
Section 192 or 193 – Land management agreement	NIL
Section 198(1) – Requirements to vest in a council or the crown to be held as open space	NIL
Section 198(2) – Agreement to vest land in a council or Crown to be held as open space	NIL
Part 16 Division 1 Proceedings	NIL
Section 213 – Enforcement notice	NIL

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Land and Business (Sale and Conveyancing) Act Section 7 Statement Prescribed Encumbrances for 28/5 Mount Barker Road URRBRAE SA 5064	
Section 214(6), 214(10) – Applications to Court	NIL
Section 222 – Enforcement order to rectify breach	NIL
Public and Environmental Health Act 1987 (Repealed)	
Part 3—Notice	NIL
Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2 - Condition (that continues to apply) of an approval	NIL
Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19 - Maintenance order (that has not been complied with)	NIL
South Australian Public Health Act 2011	
section 66—Direction or requirement to avert spread of disease	NIL
section 92-Notice	NIL
South Australian Public Health (Wastewater) Regulations 2013 Part 4-Condition (that continues to apply) of an approval	NIL
Water Industry Act 2012	
Notice or order under the Act requiring payment of charges or other amounts or making other requirement	NIL
33 Other Charges	
Charges of any kind affecting the land (not included in another item)	NIL
Schedule – division 2 – other particulars	
Particulars of Building Indemnity Insurance	NIL
Further information held by Councils	NIL
Does the council hold details of any development approvals relating to:	
(a) Commercial or industrial activity at the land; or	NO
(b) A change in the use of the land or part the land (within the meaning of the Development Act 1993)?	NO

Note—

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

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

It should be noted that—

It should be noted that—

(a) the approval of development by a council does not necessarily mean that the development has taken place;

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

28 August 2026

CERTIFIED **DATE**

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DECISION NOTIFICATION FORM

DEVELOPMENT NUMBER

080/1295/2009

FOR DEVELOPMENT APPLICATION: DATED: 03/09/2009
REGISTERED ON: 03/09/2009

To: Mira Monte Estate Strata Corporation 7816 Inc
5 Mount Barker Road
URRBRAE SA 5064

LOCATION OF PROPOSED DEVELOPMENT:

1/5 Mount Barker Road URRBRAE 5064
LOT: 100 TYP: SP SEC: 1079 PLN: 7816 C/T: 5995/849

NATURE OF PROPOSED DEVELOPMENT

VARY APPROVAL (080/211/86) - REMOVE NON-SIGNIFICANT TREES AS PER CONDITIONS 10-13

FROM: CITY OF MITCHAM

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
Development Plan Consent	06/11/2009	7 + 1 NOTE		
Land Division				
Land Division (Strata)				
Building Rules Consent				N/A
Public Space				
Other				
DEVELOPMENT APPROVAL	06/11/2009	7 + 1 NOTE		

Building Classifications Assigned: MISC

No representation(s) from third parties concerning your category 1 proposal were received.

If there were third party representations, any consent/approval or consent/approval with conditions does not operate until the periods specified in the Act have expired. 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 the Notification Form, you must not start any site works or building work or change the use of the land until you have also received notification of a Development Approval.

Date of Decision: 06/11/2009

Signed: ..... (✓) Council Chief Executive Officer or delegate

Date: 9 November 2009

( ) Development Assessment Commission or delegate

( ) Private Certifier

(1) Sheets Attached

Document Set ID: 5535838
Version: 1, Version Date: 16/08/2028

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Scanned By: gmu on 08/06/2017 12:16:39

The following conditions apply to this application:-

DEVELOPMENT PLAN CONSENT CONDITIONS

(1) The proposal must be developed in accordance with the details submitted to the Council and approved plans relating to Development Application Number 080/1295/2009 except where varied by the following conditions.

Reason: To ensure the proposal is established in accordance with the plans and details submitted

(2) Pruning must be undertaken by a qualified arborist (minimum qualification Certificate IV) and be consistent with Australian Standards for Tree Pruning AS 4373-1996.

Reason: To ensure vegetation remains healthy

(3) The erosion control measures must be maintained throughout the progress of the work.

Reason: To protect the natural environment and minimise erosion

(4) All existing significant trees within the subject site not directly affected by site work and building work must be protected during development and retained. Prior to any earthworks on the site, fencing must be erected around the base of the trees to be retained. Vehicles must not be parked or earth/materials placed under the trees.

Reason: To maintain and enhance the amenity of the locality in which the subject land is located

(5) The footings of the proposed dwelling(s) must be designed having regard for the existing trees on the site which are proposed to be retained in the approved plans as well as proposed supplementary landscaping and streetscaping involving tree planting incorporating the likely growth of those trees.

Reason: To ensure the protection of vegetation

(6) The 11 trees identified on the site plan to be removed apply to this application only.

Reason: The ensure all valid conditions are complied with

(7) Except where varied by this approval, all other conditions, approved plans and details relating to Development Application Number 080/211/1986 continue to apply to this amended application

Reason: To ensure all valid conditions are complied with

NOTE

(1) This approval does not apply to the removal of any significant trees with in the site. Any significant tree (i.e. any tree with a trunk circumference greater than 2 meters) will require an individual application along with supporting advice from a qualified arborist.

Signed..... Page 3 Date Approved 06/11/2009

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CITY OF MITCHAM

131 Belair Road, Torrens Park
P.O Box 21, Kingswood Phone 272 8888

DEVELOPMENT NUMBER	BUILDING NUMBER
060 / 211 / 86	566

To: MIRA MONTE OF BIRKSGATE PTY. LTD.,
C/o 6 DEQUETTEVILLE TCE.,
KENT TOWN, S.A. 5067

Re: Development Application — Dated 3/11/87 — Registered 4/11/87

Location of Proposed Development: MT. BARKER ROAD, GLEN OSMOND

Nature of Proposed Development: MASONRY BRICK FENCE TO FRONT ENTRY.

PLANNING DECISION NOTIFICATION — PLANNING ACT 1982 as Amended

In respect of this proposed development you are informed that —

- ☐ The Development is permitted and requires no Planning Consent or Certificates.
- ☐ The Development is permitted but requires Certificates pursuant to the Development Plan. Such Certificates are approved and attached/refused.
- ☐ Consent is Refused.
- ☒ Consent is Granted.
- ☐ Consent is Granted subject to ( ) condition(s).

representation(s) from third parties concerning your proposal were received.

If there were third party representations, any consent with conditions does not operate until the periods specified on the back of the original of this form have expired. Reasons for this decision, any conditions imposed, and the reasons for imposing those conditions, are set out on attachment. Please also refer to the information on the back of this form about appeal rights and operation of consent.

Date 12/11/87 Town Clerk.

PLEASE READ INFORMATION ON BACK OF THIS FORM ☐ Sheets Attached

BUILDING/HEALTH DECISION

BUILDING ACT 1970 as Amended — HEALTH ACT 1935 as Amended

The Council granted approval pursuant to the terms of the Building and Health Acts on

20/11/87 and subject to

Building Surveyor — Town Clerk & Secretary Local Board of Health

N.B. — APPROVAL IS SUBJECT TO —

(1) NOTICE IN ADVANCE OF AT LEAST ONE NORMAL WORKING DAY OF INTENTION TO POUR CONCRETE FOOTINGS OR SUSPENDED SLAB.

(2) Subject to submission to, and approval by, the Engineering & Water Supply Department, as required under section 49 of the Sewage Act.

(3) The Electricity Trust of South Australia should be notified of all proposed additions and alterations to existing buildings and those proposals to erect signs, awnings, temporary scaffolding or other structures near overhead electricity services and street mains. Building work near overhead electricity conductors sometimes creates dangerous situations while underground cables are often covered in such a way that maintenance becomes impossible. Failure to observe safe clearances to existing services in building operations may make you liable to pay damages to the Trust.

PLEASE NOTE:

(1) Prior to the delivery of any building materials, etc., to the site, notice must (where necessary) be given to the Council Engineer to enable the removal of the kerbing, and/or the preparation of an entrance across the footpath. Removal or alteration to any kerbing by other than the Council is not permitted.

(2) Allotment boundaries will not be certified by Council Staff. The onus of ensuring that this building is sited in the approved position on the correct allotment is the responsibility of the owner. The owner is to provide proof of building location prior to any building works commencing.

(3) Flats/Home units, commercial and industrial buildings shall not be occupied until the Council has issued a Certificate of Classification pursuant to the Building Regulations, and Certificates of ingress and egress, car parking, and other Certificates required pursuant to the Planning Regulations.

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CITY OF MITCHAM

131 Belair Road, Torrens Park
P.O. Box 21, Kingswood Phone 272 8888

DEVELOPMENT NUMBER 080

BUILDING NUMBER 947

To

MIRA MONTE OF BIRKSGATE PTY.LTD.,
C/- 6 DEQUETTEVILLE TERRACE,
KENT TOWN. 5067.

Re Development Application — Dated 9/2/87 — Registered 10/2/87

Location of Proposed Development: MOUNT BARKER ROAD, URRBRAE

Nature of Proposed Development: RESIDENTIAL DEVELOPMENT CONSISITING OF 34 DWELLINGS, MANAGER'S RESIDENCE AND CORPORATE FACILITIES.

PLANNING DECISION NOTIFICATION — PLANNING ACT 1982 as Amended

In respect of this proposed development you are informed that —

- ☐ The Development is permitted and requires no Planning Consent or Certificates.
- ☐ The Development is permitted but requires Certificates pursuant to the Development Plan. Such Certificates are approved and attached/refused.
- ☒ Consent is Refused.
- ☐ Consent is Granted.
- ☐ Consent is Granted subject to ( ) condition(s).

representation(s) from third parties concerning your proposal were received.

If there were third party representations, any consent with conditions does not operate until the periods specified on the back of the original of this form have expired. Reasons for this decision, any conditions imposed, and the reasons for imposing those conditions, are set out on attachment. Please also refer to the information on the back of this form about appeal rights and operation of consent.

Date 1 3 / 3 / 87 — Town Clerk

PLEASE READ INFORMATION ON BACK OF THIS FORM ☐ Sheets Attached

BUILDING/HEALTH DECISION

BUILDING ACT 1970 as Amended — HEALTH ACT 1935 as Amended

The Council granted approval pursuant to the terms of the Building and Health Acts on

13/4/87

and subject to ALL BALCONY HANDRAIL INFILL BEING VERTICAL AND NOT MORE THAN 120mm APART.

Building Surveyor

Town Clerk & Secretary Local Board of Health

N.B — APPROVAL IS SUBJECT TO —

(1) NOTICE IN ADVANCE OF AT LEAST ONE NORMAL WORKING DAY OF INTENTION TO POUR CONCRETE FOOTINGS OR SUSPENDED SLAB.

(2) Subject to submission to, and approval by, the Engineering & Water Supply Department, as required under section 49 of the Sewage Act.

(3) The Electricity Trust of South Australia should be notified of all proposed additions and alterations to existing buildings and those proposals to erect signs, awnings, temporary scaffolding or other structures near overhead electricity services and street mains. Building work near overhead electricity conductors sometimes creates dangerous situations while underground cables are often covered in such a way that maintenance becomes impossible. Failure to observe safe clearances to existing services in building operations may make you liable to pay damages to the Trust.

PLEASE NOTE

(1) Prior to the delivery of any building materials, etc., to the site, notice must (where necessary) be given to the Council Engineer, to enable the removal of the kerbing, and/or the preparation of an entrance across the footpath. Removal or alteration to any kerbing by other than the Council is not permitted.

(2) Allotment boundaries will not be certified by Council Staff. The onus of ensuring that this building is sited in the approved position on the correct allotment is the responsibility of the owner. The owner is to provide proof of building location prior to any building works commencing.

(3) Flats/Home units, commercial and industrial buildings shall not be occupied until the Council has issued a Certificate of Classification pursuant to the Building Regulations, and Certificates of ingress and egress, car parking, and other Certificates required pursuant to the Planning Regulations.

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CITY OF MITCHAM

131 Belair Road, Torrens Park
P.O. Box 21, Kingswood Phone 272 8888

DEVELOPMENT NUMBER 090 / /

BUILDING NUMBER 591

To: MIRA MONTE OF BIRKSGATE PTY.LTD.,
MT. BARKER ROAD, URRBRAE.

Re: Development Application

Dated 12/11/86
Registered 12/11/86

Location of Proposed Development: MT. BARKER ROAD, URRBRAE

Nature of Proposed Development: PREPARATION OF SITE -CUT-FILL-AND CONSOLIDATION STAGES A.B.C. REG 8,4(1)

PLANNING DECISION NOTIFICATION — PLANNING ACT 1982 as Amended

In respect of this proposed development you are informed that —

- ☐ The Development is permitted and requires no Planning Consent or Certificates.
- ☐ The Development is permitted but requires Certificates pursuant to the Development Plan. Such Certificates are approved and attached/refused.
- ☐ Consent is Refused.
- ☒ Consent is Granted.
- ☐ Consent is Granted subject to ( ) condition(s).

representation(s) from third parties concerning your proposal were received.

If there were third party representations, any consent with conditions does not operate until the periods specified on the back of the original of this form have expired. Reasons for this decision, any conditions imposed, and the reasons for imposing those conditions, are set out on attachment. Please also refer to the information on the back of this form about appeal rights and operation of consent.

Date / /

Town Clerk

PLEASE READ INFORMATION ON BACK OF THIS FORM

☐ Sheets Attached

BUILDING/HEALTH DECISION

BUILDING ACT 1970 as Amended

HEALTH ACT 1935 as Amended

The Council granted approval pursuant to the terms of the Building and Health Acts on

20/1/87 BEING SUBJECT TO THE CONDITIONS OF THE BUILDING REFEREES DECISION and subject to APPROVED STAGES A.B.C. PURSUANT TO REG. 8.4 of THE GREGULATIONS OF THE BUILDING ACT.D

Building Surveyor

Town Clerk & Secretary Local Board of Health

N.B. — APPROVAL IS SUBJECT TO —

(1) NOTICE IN ADVANCE OF AT LEAST ONE NORMAL WORKING DAY OF INTENTION TO POUR CONCRETE FOOTINGS OR SUSPENDED SLAB.

(2) Subject to submission to, and approval by, the Engineering & Water Supply Department, as required under section 49 of the Sewage Act.

(3) The Electricity Trust of South Australia should be notified of all proposed additions and alterations to existing buildings and those proposals to erect signs, awnings, temporary scaffolding or other structures near overhead electricity services and street mains. Building work near overhead electricity conductors sometimes creates dangerous situations while underground cables are often covered in such a way that maintenance becomes impossible. Failure to observe safe clearances to existing services in building operations may make you liable to pay damages to the Trust.

PLEASE NOTE

(1) Prior to the delivery of any building materials, etc., to the site, notice must (where necessary) be given to the Council Engineer to enable the removal of the kerbing, and/or the preparation of an entrance across the footpath. Removal or alteration to any kerbing by other than the Council is not permitted.

(2) Allotment boundaries will not be certified by Council Staff. The onus of ensuring that this building is sited in the approved position on the correct allotment is the responsibility of the owner. The owner is to provide proof of building location prior to any building works commencing.

(3) Flats/Home units, commercial and industrial buildings shall not be occupied until the Council has issued a Certificate of Classification pursuant to the Building Regulations, and Certificates of ingress and egress, car parking, and other Certificates required pursuant to the Planning Regulations.

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PLANNING DECISION NOTIFICATION

Development Number
80/D036/87

Consultation Copy

FOR DEVELOPMENT APPLICATION

DATED 12 / 5 / 87

REGISTERED ON 14 / 5 / 87

To Bilge Pty. Limited
C/- Alexander & Symonds Pty. Ltd
259 Hutt Street
ADELAIDE, 5000

Location of Proposed Development: Lot 100 and 101, Pt. Section 1079, Hd. of Adelaide
(C.T's 4142/25 and 4267/832)

Nature of Proposed Development: Land Division

From S.A. PLANNING COMMISSION

Regulation 41 Sixth Schedule

South Australia Planning Act Development Control Regulations

In respect of this proposed development you are informed that:

- ☐ consent is refused
- ☐ consent is granted
- ☒ consent is granted subject to (1) condition(s)

.....representations(s) from third parties concerning your proposal were received.

If there were third party representations, any consent or consent with conditions does not operate until the periods specified on the back of the original of this form have expired. Reasons for this decision, any conditions imposed, and the reasons for imposing those conditions, are set out below. Please also refer to the information on the back of this form about appeal rights and operation of consent.

CONDITIONS OF APPROVAL

The applicant comply with the terms and conditions of the Land Management Agreement dated the 26 day of November 1987, with the Minister for Environment and Planning

4—CONSULTATION COPY

Date of Decision .....

Signed: .....

Date: 3/12/87

- ☐ Chairman, S.A. Planning Commision
- ☐ Town Clerk
- ☐ District Clerk
- ☐ Sheets attached

Appeal(s): ☐ Yes ☐ No ☐ By Applicant ☐ By Third Party Result of Appeal:

Document Set ID: 5536436
Version: 1, Version Date: 16/09/2026

Greatforms Signing Session ID: d8ef01e3-36c2-4663-b179-43ce517097ef, Executed: 16-Sep-2026 14:43 (ACST), Page 52 of 178

PLANNING DECISION NOTIFICATION

Development Number
080/211/86

Consultation Copy

FOR DEVELOPMENT APPLICATION DATED 15 / 4 / 86

REGISTERED ON 18 / 4 / 86

Return this copy to the Council or Planning Commission as required

Regulation 41 Sixth Schedule

To Bickford Construction Pty. Ltd.,
6 Dequetteville Terrace,
KENT TOWN 5067

Location of Proposed Development: Pt. Sec 1079
Mount Barker Road
URRBRAE 5064

Nature of Proposed Development: Residential Estate with Community and Recreational Facilities

From: S.A. PLANNING COMMISSION

In respect of this proposed development you are informed that:

- ☐ consent is refused
- ☐ consent is granted
- ☒ consent is granted subject to (16) condition(s)

No representations(☒) from third parties concerning your proposal were received.

Development Act Development Control Regulations South Australia

If there were third party representations, any consent or consent with conditions does not operate until the periods specified on the back of the original of this form have expired. Reasons for this decision, any conditions imposed, and the reasons for imposing those conditions, are set out below. Please also refer to the information on the back of this form about appeal rights and operation of consent.

The sixteen (16) conditions form Attachment A to the Planning Decision Notification and are an integral part of the notification.

Signed

Date: 6 / 8 / 86.

- ☒ Chairman, S.A. Planning Commission
- ☐ Town Clerk
- ☐ District Clerk
- ☐ Sheets attached

4—CONSULTATION COPY

Document Set ID: 5536436
Version: 1, Version Date: 16/09/2026

☐ Yes ☐ No ☐ By Applicant ☐ By Third Party Result of Appeal

Greatforms Signing Session ID: d8ef01e3-36c2-4663-b179-43ce517097ef, Executed: 16-Sep-2026 14:43 (ACST), Page 53 of 178

080/211/86.

Attachment A

THESE SIXTEEN (16) CONDITIONS FORM AN INTEGRAL PART OF THE PLANNING DECISION NOTIFICATION FOR DEVELOPMENT NO. 080/211/86
ISSUED TO BICKFORD CONSTRUCTION PTY. LTD

1. The development being carried out in accordance with Drawing Nos. 6360 IS - 6S dated April 1986.

2. That all habitable structures (other than those of flexible-frame construction) and swimming pools be founded on bedrock, or wholly engineered fill which is taken to bedrock.

3. All fire access tracks on the land to have at all times, unobstructed access from the internal road system for the development.

4. The modifications to the quarry slopes being carried out to the following specifications:-

   1. the modifications to the upper quarry slopes being only to the extent necessary to stabilise the slopes to ensure the safety of the proposed residential development on the quarry floor, as determined by a certified geotechnical engineer; and

   2. a comprehensive landscaping plan being prepared for the quarry slopes to minimise the visibility of any re-exposed quarry faces from beyond the site.

5. The area developed for buildings, internal roads, landscape, recreation and access purposes shall be provided with a surface and underground drainage system discharging into the existing underground pipe so as to carry stormwater from that part of the land developed for residential dwellings.

   a: to prevent inundation of the immediate environs of all buildings by storms of 100 year return frequency.

   b: to prevent inundation of the internal access roads by storms of 10 year return frequency.

6. That part of the land being development for detached dwellings shall be reformed and graded either by filling or otherwise to ensure compliance with condition 1 and to ensure that the drainage of other lands is not adversely affected whether by impeding the free flow of water from those lands or the discharging of water from the land onto any other land or otherwise.

7. The drainage system and improvements required by Condition 1 and 2 shall be constructed in accordance with plans and specifications showing stages of construction, if any, submitted to and approved by the responsible authority.

8. The plans and specifications required by Condition 3 shall be accompanied by a certificate and a report by a qualified civil engineer that in his professional opinion the works:

   a: have been so designed to ensure compliance with Condition 1 and 2.

   b: will not cause or contribute to siltation of any part of the water course adjacent to the north western boundary of the land.

./2

Document Set ID: 5936436
Version: 1, Version Date: 16/09/2026

Greatforms Signing Session ID: d8ef01e3-36c2-4663-b179-43ce517097ef, Executed: 16-Sep-2026 14:43 (ACST), Page 54 of 178

9. All roads of internal access, access roads connecting to existing public roads and parking areas shall be:

   a: designed and constructed to a standard of strength and width sufficient to cater effectively for the number and loaded weight of any vehicles likely to be using them.

   b: sealed with an all weather seal coat or other impervious surface to the satisfaction of the responsible authority.

   c: properly drained by means of 1. surface drains constructed of an approved impervious material on each side of the road pavement and discharging into the drainage system provided in compliance with Condition 1. 2. subsoil drains of adequate capacity to ensure the stability of that road pavement.

10. All disturbed surfaces on the land resulting from the buildings and works authorized or required by this planning authorization shall be revegetated and stabilised to the satisfaction of the responsible authority so as to prevent any erosion or siltation on or adjacent to the land.

11. a: A landscape plan for the whole of the area of land developed in accordance with this planning authorization shall be prepared showing the species, age, density of plantings and proportions of the various species proposed to be planted.

    b: The landscape plan required by 11(a) shall be prepared by a suitably qualified landscape architect.

    c: That the landscaping required by 11(a) shall be planted and established prior to the use being made of the land.

12. The gardens and landscaping areas shall be provided with a system of underground water pipes, together with water taps together with hoses, or a sprinkler system to enable the lawns, gardens and landscaped areas to be watered during dry weather.

13. All trees and shrubs on the subject land shall be maintained in good order and condition and any dead or diseased trees shall be replaced as soon as practicable.

14. Entrance gates to the development to be located a minimum of 30 metres from the property boundary along Mount Barker Road.

15. That the corporate facilities be made available only to residents and invited guests of residents.

16. E.T.S.A. and Telecom services being provided underground.

Document Set ID: 5536736
Version: 1, Version Date: 16/09/2026

Greatforms Signing Session ID: d8ef01e3-36c2-4663-b179-43ce517097ef, Executed: 16-Sep-2026 14:43 (ACST), Page 55 of 178

PLANNING DECISION NOTIFICATION

Development Number
080 225/85

Consultation Copy

Return this copy to the Council or Planning Commission as required.

FOR DEVELOPMENT APPLICATION

DATED 12/ 5 / 85

REGISTERED ON 17/ 5/ 85

To: Bickford Construction Co. Pty.Ltd.,
6 Dequetteville Terrace, Kent Town 5067

Location of Proposed Development: Pt.Sec. 1079, Hd. of Adelaide,
Mt. Barker Road, Urrbrae
C.T's Vol. 3089 Folio 136 & Vol.4142 Folio 25.

Nature of Proposed Development: Residential Estate with Community & Recreational Facilities

From: S.A.Planning Commission

Regulation 41 Sixth Schedule

South Australia Planning Act Development Control Regulations

In respect of this proposed development you are informed that:

- [ ] consent is refused
- [ ] consent is granted
- [x] consent is granted subject to (4) condition(s)

Two representations(s) from third parties concerning your proposal were received.

If there were third party representations, any consent or consent with conditions does not operate until the periods specified on the back of the original of this form have expired. Reasons for this decision, any conditions imposed, and the reasons for imposing those conditions, are set out below. Please also refer to the information on the back of this form about appeal rights and operation of consent.

1. The development being carried out in accordance with drawing No. 85.378 sheets 1 to 8 by Ursini Associates Architects, dated May 1985.
2. That all habitable structures (other than those of flexible-frame construction) and swimming pools be founded on bedrock or wholly engineered fill which is taken to bedrock.
3. All fire access tracks on the land to have at all times, unobstructed access from the internal road system for the development.
4. Entrance gates to the development to be located a minimum of 30 metres from the property boundary along Mt. Barker Road.

4—CONSULTATION COPY

Signed: [signature]

Date: 16/ 8/ 85

- [x] Chairman, S.A. Planning Commission
- [ ] Town Clerk
- [ ] District Clerk
- [ ] Sheets attached

PLEASE READ THE INFORMATION ON THE BACK OF THIS FORM

Document Set ID: 5835738
Version: 1, Version Date: 16/08/2028

Greatforms Signing Session ID: d8ef01e3-36c2-4663-b179-43ce517097ef, Executed: 16-Sep-2026 14:43 (ACST), Page 56 of 178

2. APPLICATIONS TO BE DETERMINED BY COUNCIL.

2.1 APPLICATIONS FOR DEVELOPMENT REQUIRING PUBLIC NOTIFICATION:

ITEM: 2.1.1 APPLICATION NO: 080/225/85 G.C.
APPLICANT: Bickford Constructions Company Pty. Ltd.,
PROPERTY ADDRESS: Old P.C.H. Quarry Site, Mt. Barker Road, Urrbrae
ZONE: R1 and H.F.Z. (Prohibited Use - 7th Schedule)
DESCRIPTION OF APPLICATION: Residential estate comprising 70 dwellings with community and recreational facilities.

REPORT:

Council considered this application at its meeting on 11th June, 1985 and resolved that the S.A. Planning Commission be advised that Council has no objection to the proposed development provided the following matters could be adequately resolved:

1. No substantial objection is received from adjoining or nearby owners following notification of the development.
2. Final plans and engineering detail for the construction of access from Mt. Barker Road to the site which does not alter or reduce the existing landscaping area around the Toll House including de-celeration lanes and benching being satisfactory to the Highways Department, Burnside City Council, Heritage Conservation Branch of the Department of Environment and Planning, and Council.
3. Satisfactory arrangements being made by the developer with the Highways Department for the construction of Access that provides a suitable de-celeration lane to a length of at least 50 metres and a protected right turn lane of approximately 80 metres.
4. Assured provision of essential services.
5. Suitable arrangements with Council for the collection and disposal of garbage.
6. That any closed gates at the entrance should be set well into the site (30 metres is recommended) to ensure vehicles do not queue onto Mt. Barker Road.

The S.A. Planning Commission, as the relevant authority, advertised the proposal and consequently resolved to recommend the proposal for approval subject to five conditions:-

1. The Minister's and Council's concurrence.
2. The development being carried out in accordance with drawing number 85.378 sheets 1 to 8 by Ursini Associates Architects, dated May, 1985.
3. That all habitable structures (other than those of flexible-frame construction) and swimming pools be founded on bedrock, or wholly engineered fill which is taken to bedrock.
4. All fire access tracks on the land to have at all times, unobstructed access from the internal road system for the development.
5. Entrance gates to the development to be located a minimum of 30 metres from the property boundary along Mt. Barker Road.

The Commission, pursuant to Section 47(b)(b) of the Planning Act, seeks Councils concurrance to its recommendation for approval before granting consent.

The S.A. Planning Commission had regard to two submissions from the public, and consulted with S.A. Health Commission, E. & W.S. Department Highways Department, Country Fire Services, Dept. of Mines and Energy and Department of lands, with regard to the six issues raised by Council, the following advice is offered -

1. The S.A. Planning Commission advise that the proposal did not attract submissions from nearby residents in Birksgate, and that the other submissions from All Tiechman Investments and The Southern Regional Geriatric and Rehabilitation Advisory Committee did not contain significant reasons for rejecting the proposal.
   A number of points raised relating to aged persons accommodation were not considered relevant to the proposal which is intended to cater for affluent retirees.
2. The final plan for the construction of access from Mt. Barker Road has been accepted by the Highways Department, who advise that design and construction will be carried out by the Highways at the developers expense.

Document Set ID: 5536438
Version: 1, Version Date: 16/08/2028

PlanSA

Data Extract for Section 7 search purposes

Valuation ID 0812998558

Data Extract Date: 16/04/2024

Parcel ID: S7816 U28

Certificate Title: CT5010/326

Property Address: UNIT 28 S MOUNT BARKER RD URRBRAE SA 5064

Zones

Hills Face (HF)

Subzones

No

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 30 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.

Environment and Food Production Area

The Environment and Food Production Area Overlay is an area of rural, landscape, environmental or food production significance within Greater Adelaide that is protected from urban encroachment

Future Road Widening

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

Hazards (Bushfire - High Risk) (High)

The Hazards (Bushfire - High Risk) Overlay seeks to ensure development responds to the high level of bushfire risk by siting and designing buildings to mitigate threat and impact of bushfires on life and property, facilitating access for emergency service vehicles and situating activities that increase the number of people living and working in the area away from areas of unacceptable bushfire risk.

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.

Native Vegetation

The Native Vegetation Overlay seeks to protect, retain and restore areas of native vegetation.

Non-stop Corridor

The Non-Stop Corridor Overlay seeks to ensure safe and efficient operation of non-stop corridors, where free-flowing traffic movement is prioritised.

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).

(Council input required)

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No

Data Extract for Section 7 search purposes

Valuation ID 0812998558

Data Extract Date: 28/08/2026

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: S7816 UN28

Certificate Title: CT5010/326

Property Address: UNIT 28 5 MOUNT BARKER RD URRBRAE SA 5064

Zones

Hills Face (HF)

Subzones

No

Zoning overlays

Overlays

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No

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

Is the land designated as a Local Heritage Place

No

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

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(Council input required)

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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/

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No

Land Management Agreement (LMA)

No

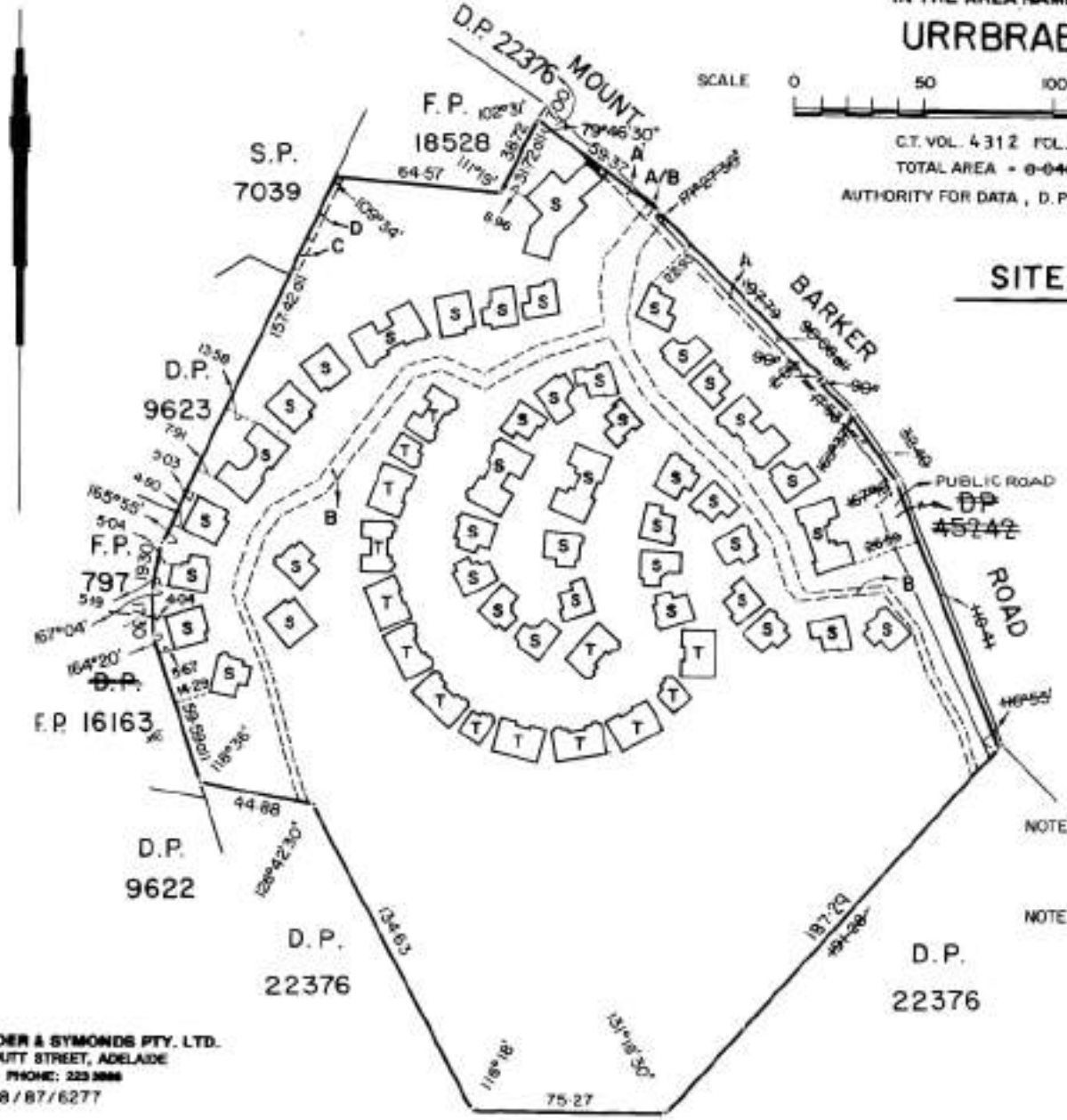
Strata Plan 7816

ALLOTMENT 100 in D.P. 22376 of PART SECTION 1079
HUNDRED OF ADELAIDE
IN THE AREA NAMED
URRBRAE

SCALE 0 50 100 150 METRES

C.T. VOL. 4312 FOL. 857
TOTAL AREA = ~~8.040ha~~ 7.945ha.
AUTHORITY FOR DATA, D.P. 22376

SITE PLAN



ALEXANDER & SYMONDS PTY. LTD.
250 HUTT STREET, ADELAIDE
PHONE: 223 3866
REF. 138/87/6277

PORTION OF THE COMMON PROPERTY MARKED D HEREON IS SUBJECT TO AN EXISTING EASEMENT TO THE MINISTER OF WATER RESOURCES, VIDE C.T. VOL. 4302 FOL. 107.

PORTION OF THE COMMON PROPERTY MARKED A HEREON IS SUBJECT TO AN EXISTING EASEMENT TO THE ELECTRICITY TRUST OF SOUTH AUSTRALIA, VIDE C.T. VOL. 3217 FOL. 109.

PORTION OF THE COMMON PROPERTY MARKED B HEREON IS SUBJECT TO AN EXISTING RIGHT OF WAY, VIDE C.T. VOL. 4312 FOL. 858

PORTION OF THE COMMON PROPERTY MARKED C HEREON IS SUBJECT TO AN EXISTING EASEMENT TO THE MINISTER OF WATER RESOURCES, VIDE SED 22376 C.

NOTE: NO UNIT OR UNIT SUBSIDIARY ENCROACHES ON ANY RIGHT OF WAY OR EASEMENT.

NOTE: OFFSETS SHOWN TO BUILDINGS ARE MEASURED PERPENDICULAR TO THE BOUNDARIES.

S...DENOTES SINGLE STOREY BUILDING

T....DENOTES TWO STOREY BUILDING

SEE SHEET 2 FOR ENLARGEMENTS OF RIGHT OF WAY AND EASEMENTS.

I, JAMES CURNOW

a Licensed Surveyor within the meaning of the Surveyors Act, 1975, do hereby certify:

1. that all the units and unit subsidiaries and all buildings and other structures depicted hereon are wholly comprised within the boundaries of the parcel delineated on this strata plan;
2. that this strata plan represents an accurate delineation of the units and unit subsidiaries as constructed or laid out on the parcel;
3. that this strata plan complies with the requirements of regulation 19 of the Real Property Act (Strata Titles) Regulations, 1989.

Dated this 27th day of OCTOBER 1987

Licensed Surveyor

STRATA PLAN NUMBER
SP 7816

ACCEPTED FOR DEPOSIT
pro Registrar General
25 / 3 /1988

Reference Map No. 6628-49-g

COUNCIL
CITY OF MITCHAM

THIS IS SHEET 1 OF 10 SHEETS

For amendments to the articles of the Corporation vide AG25007 pro R.G. 30/6/89

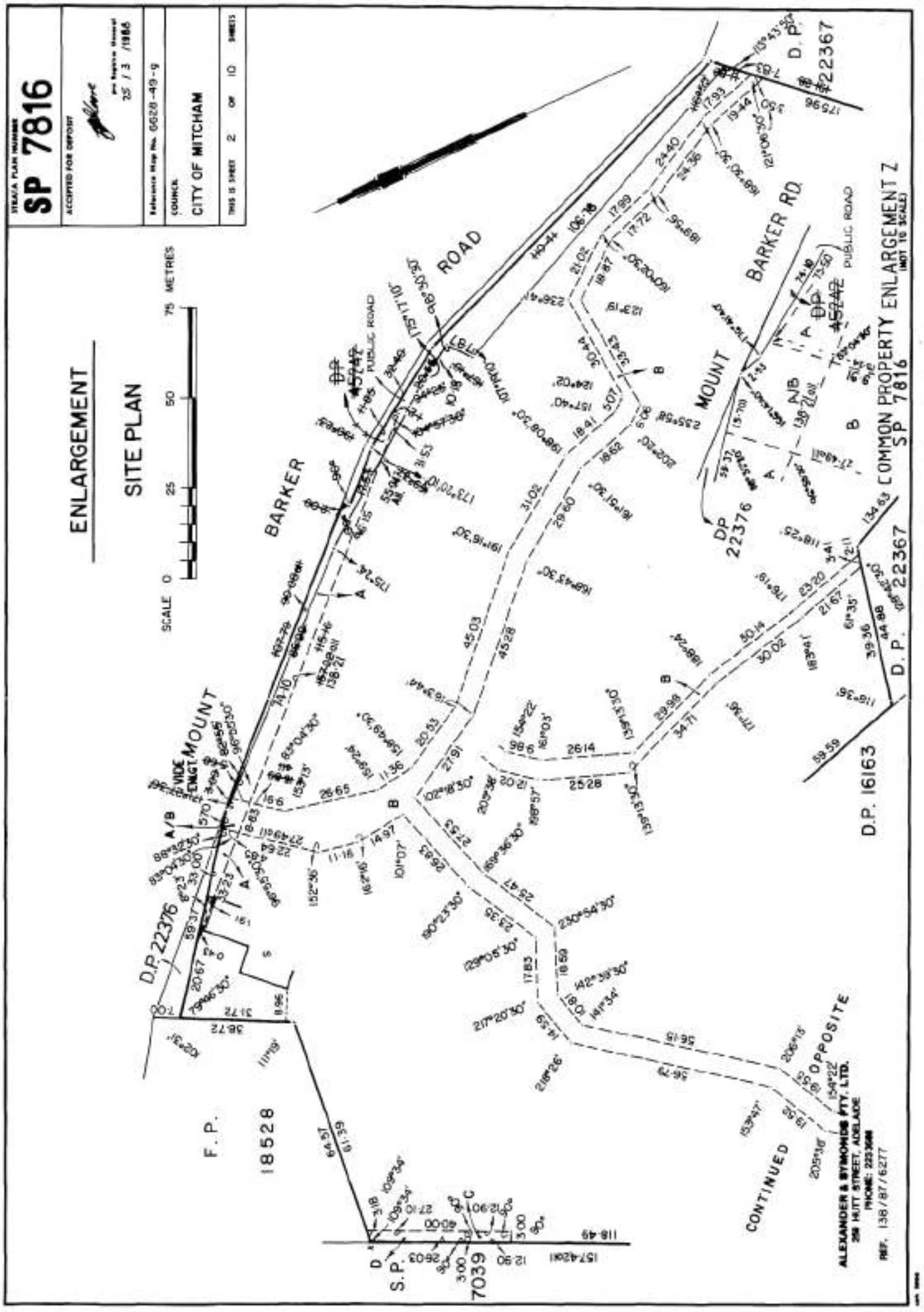
Amendment to the Articles of the Corporation vide A.A. 76/6940 pro R.G. 10-5-94

Amendment to boundary and Common Property vide AQ 814599T (DP 45242) Pro R.G. 4/12/96

Amendment to Articles vide AA 9475684, pro R.G. 28/2/2003

PUBLIC ROAD ABUTTAL VIDE T10139891 PRO R.G. 28/02/2005

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STRATA PLAN NUMBER
SP 7816
ACCEPTED FOR DEPOSIT
25 / 3 /1986
Reference Map No. 6628-49-g
COUNCIL
CITY OF MITCHAM
THIS IS SHEET 2 OF 10 SHEETS
ENLARGEMENT
SITE PLAN
SCALE 0 25 50 75 METRES
COMMON PROPERTY ENLARGEMENT Z
SP 7816
BARKER ROAD
MOUNT BARKER RD
PUBLIC ROAD
DP 45442
DP 22376
D.P. 16163
D.P. 22367
F.P. 18528
S.P. 7039
CONTINUED
OPPOSITE
ALEXANDER & SYMONDS PTY. LTD.
258 HUTT STREET, ADELAIDE
PHONE: 223588
REF. 136/87/6277

GROUND FLOOR PLAN

SCALE 0 50 100 150 METRES

SEE SHEET 2 FOR ENLARGEMENTS OF RIGHT OF WAY AND EASEMENTS.

STRATA PLAN NUMBER
SP 7816

ACCEPTED FOR DEPOSIT
pro Registrar-General
25 / 3 /1988

Reference Map No. 6628-49-9

COUNCIL
CITY OF MITCHAM

THIS IS SHEET 3 OF 10 SHEETS



THE LOWER & UPPER BOUNDARIES OF THE UNIT SUBSIDIARIES SHOWN AS TERRACES OR VERANDAHS ARE EXISTING GROUND LEVEL & 3·00 metres ABOVE EXISTING GROUND LEVEL RESPECTIVELY EXCEPT WHERE EAVES EXIST, THEN THE UPPER BOUNDARY IS TO BE 0·15 metres BELOW THE LEVEL OF THE EAVES.

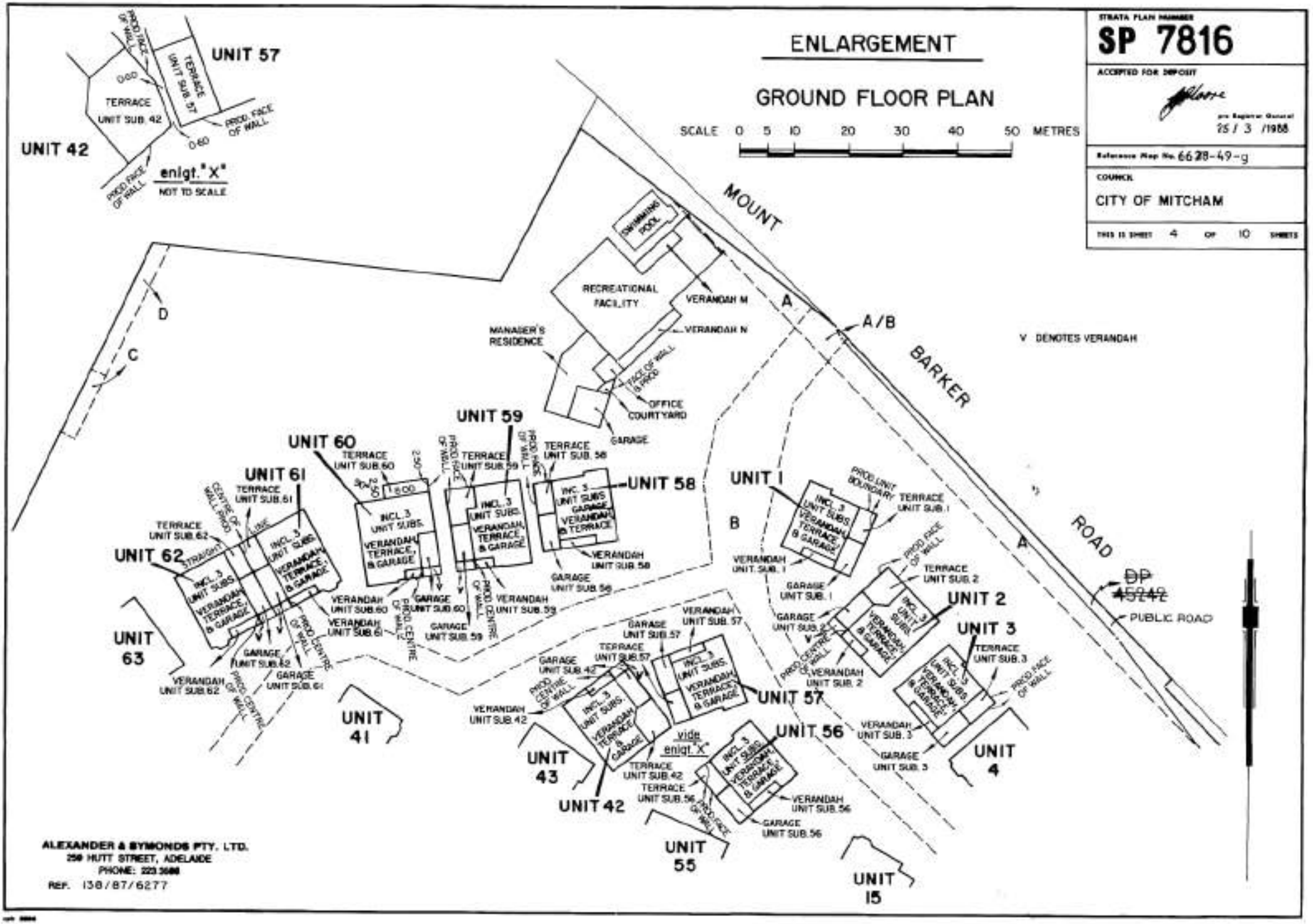
THE BOUNDARY OF A UNIT WHERE IT ABUTS A UNIT SUBSIDIARY IS A PLANE MIDWAY BETWEEN THE INNER & OUTER SURFACES OF THE WALLS OF THE SAID UNIT.

THE BOUNDARY OF A UNIT SUBSIDIARY WHERE IT ABUTS A UNIT IS A PLANE PARALLEL TO & 0·02 metres DISTANT FROM THE OUTER SURFACE OF THE WALL OF THE UNIT.

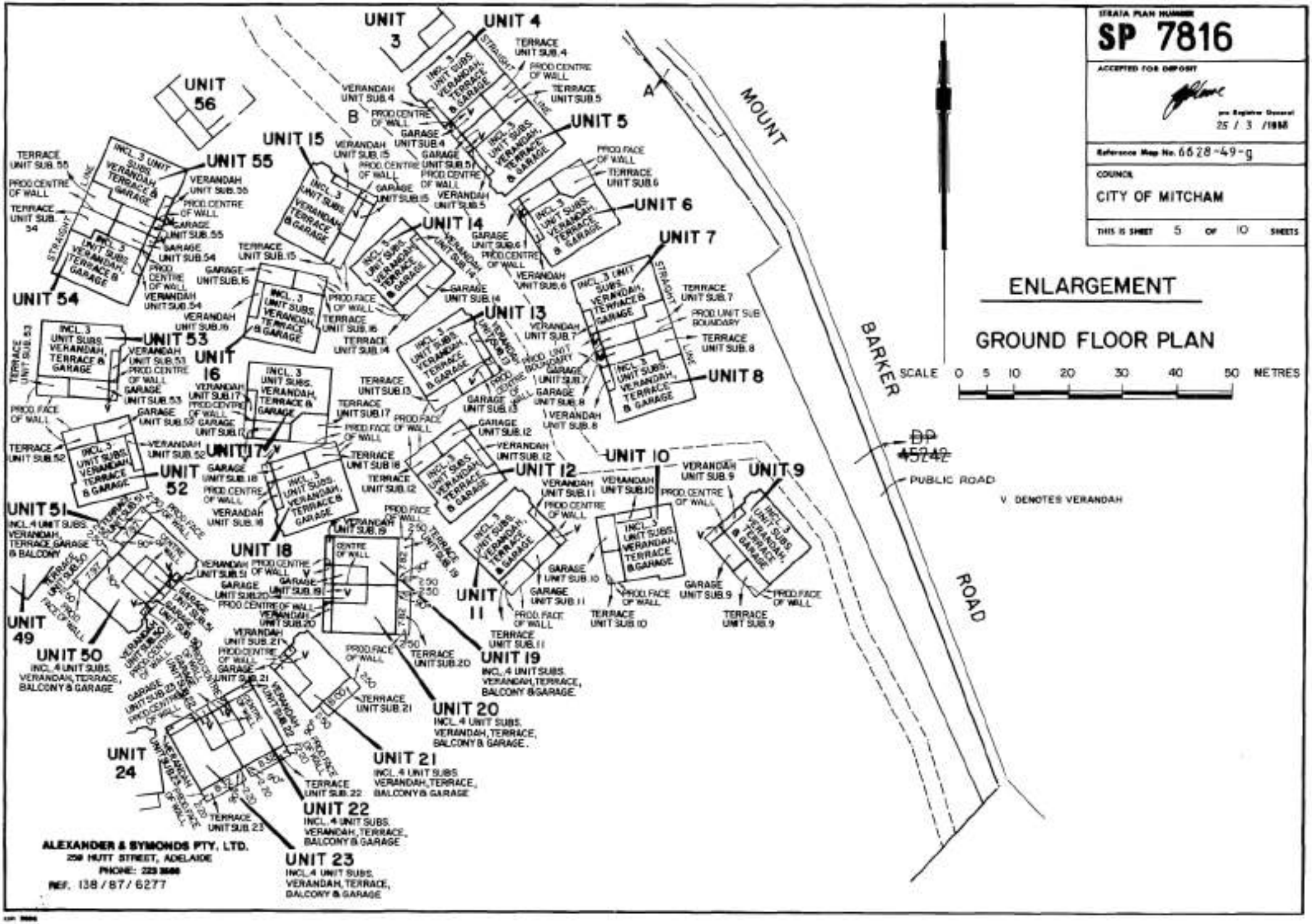
ALEXANDER & SYMONDS PTY. LTD.
250 HUTT STREET, ADELAIDE
PHONE: 223 3566

REF. 138/87/6277

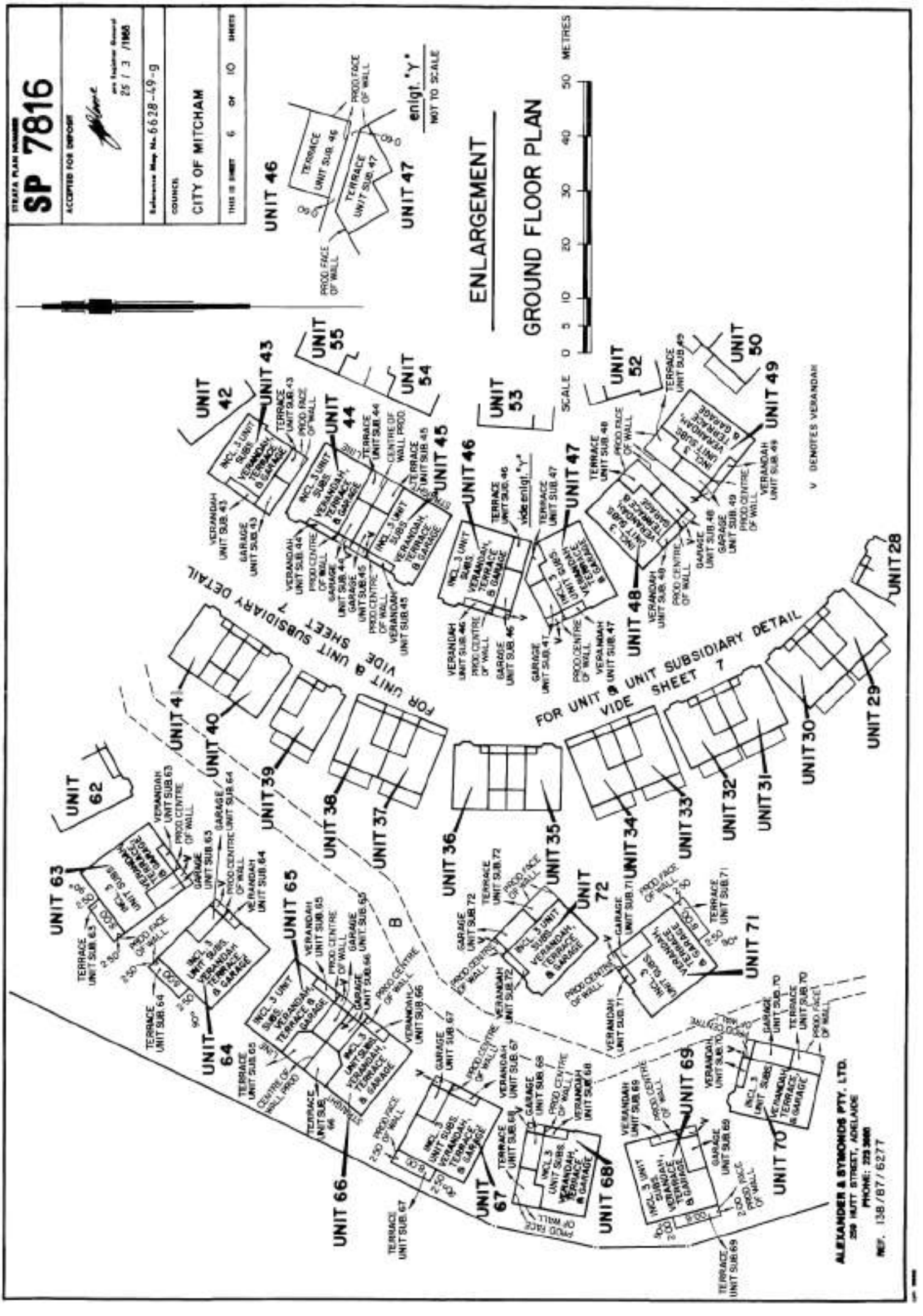
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Greatforms Signing Session ID: d8ef01e3-36c2-4663-b179-43ce517097ef, Executed: 16-Sep-2026 14:43 (ACST), Page 66 of 178



Greatforms Signing Session ID: d8ef01e3-36c2-4663-b179-43ce517097ef, Executed: 16-Sep-2026 14:43 (ACST), Page 67 of 178


STRATA PLAN NUMBER
SP 7816
ACCEPTED FOR DEPOSIT
25 / 3 /1988
Reference Map No. 6628-49-g
COUNCIL
CITY OF MITCHAM
THIS IS SHEET 6 OF 10 SHEETS
ENLARGEMENT
GROUND FLOOR PLAN
SCALE 0 5 10 20 30 40 50 METRES
NOT TO SCALE
encl. 'Y'
V DENOTES VERANDAH
FOR UNIT & UNIT SUBSIDIARY DETAIL VIDE SHEET 7
FOR UNIT & UNIT SUBSIDIARY DETAIL VIDE SHEET 7
UNIT 46
UNIT 47
UNIT 42
UNIT 43
UNIT 44
UNIT 45
UNIT 55
UNIT 54
UNIT 53
UNIT 52
UNIT 50
UNIT 49
UNIT 48
UNIT 28
UNIT 29
UNIT 30
UNIT 31
UNIT 32
UNIT 33
UNIT 34
UNIT 35
UNIT 36
UNIT 37
UNIT 38
UNIT 39
UNIT 40
UNIT 41
UNIT 62
UNIT 63
UNIT 64
UNIT 65
UNIT 66
UNIT 67
UNIT 68
UNIT 69
UNIT 70
UNIT 71
UNIT 72
ALEXANDER & SYMONDS PTY. LTD.
259 HUTT STREET, ADELAIDE
PHONE: 223 3000
REF. 138/87/6277

STRATA PLAN NUMBER

SP 7816

ACCEPTED FOR DEPOSIT

per Registrar General

25 / 3 /1968

Reference Map No. 6628-49-g

COUNCIL

CITY OF MITCHAM

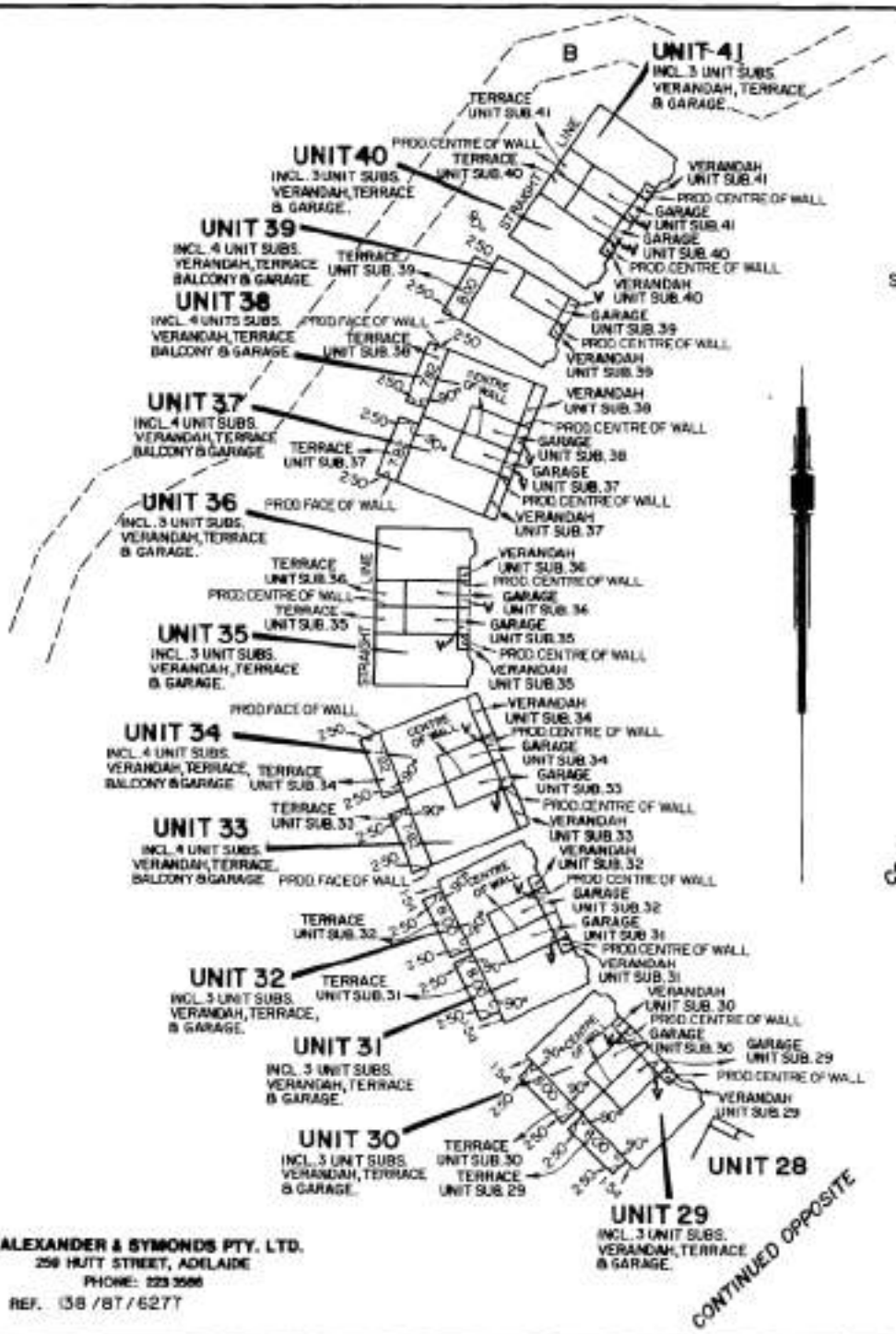
THIS IS SHEET 7 OF 10 SHEETS

ENLARGEMENT

GROUND FLOOR PLAN

SCALE 0 5 10 20 30 40 50 METRES

V DENOTES VERANDAH



ALEXANDER & SYMONDS PTY. LTD.
250 HUTT STREET, ADELAIDE
PHONE: 223 3586

REF. 38/87/6277

Greatforms Signing Session ID: d8ef01e3-36c2-4663-b179-43ce517097ef, Executed: 16-Sep-2026 14:43 (ACST), Page 69 of 178

STRATA PLAN NUMBER

SP 7816

ACCEPTED FOR DEPOSIT

per Registrar General

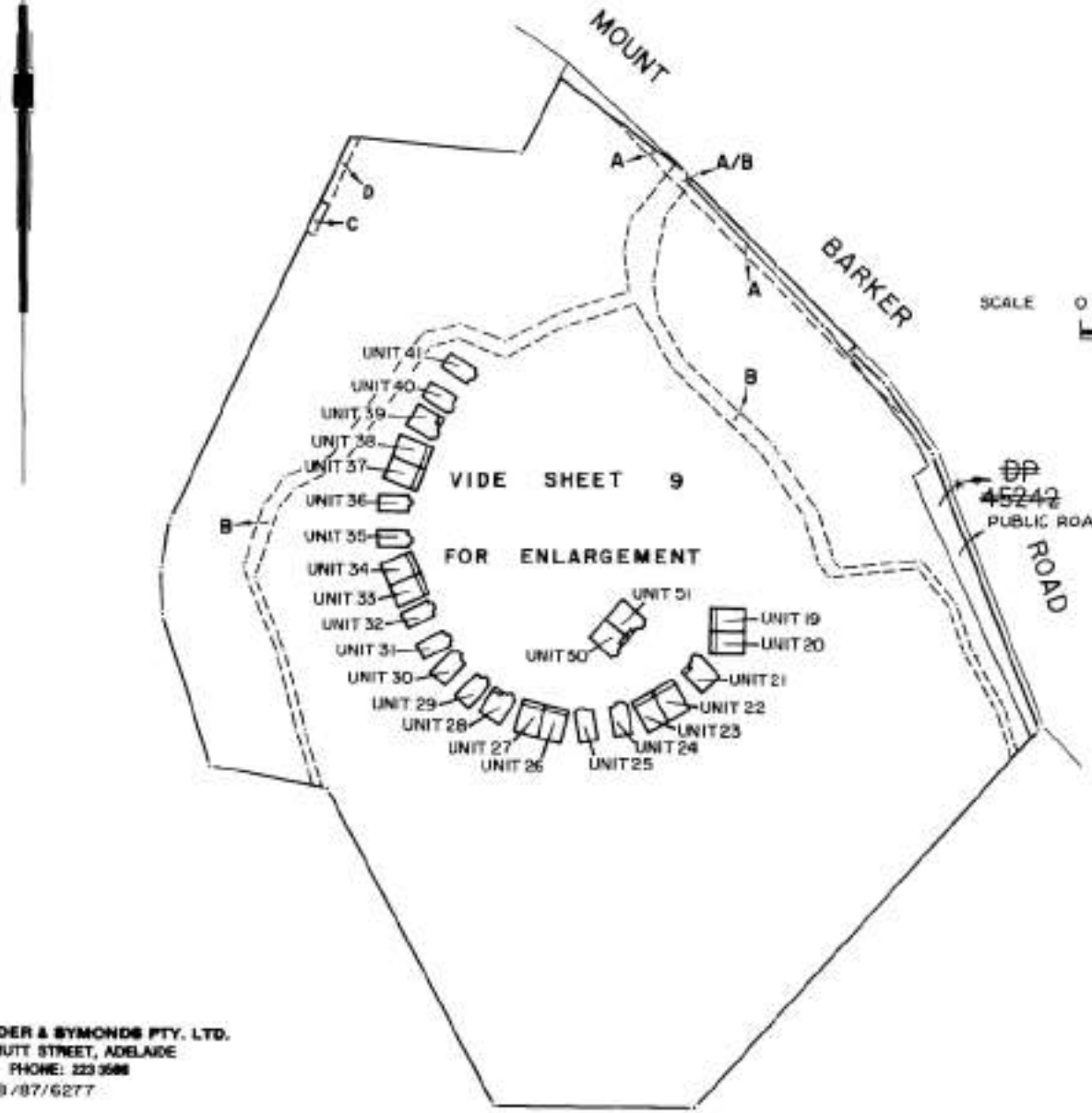
25 / 3 /1988

Reference Map No. 6628-49-g

COUNCIL

CITY OF MITCHAM

THIS IS SHEET 8 OF 10 SHEETS



FIRST FLOOR PLAN

SCALE 0 50 100 150 METRES

SEE SHEET 2 FOR ENLARGEMENTS OF RIGHT OF WAY AND EASEMENTS.

ALEXANDER & SYMONDS PTY. LTD.
250 HUTT STREET, ADELAIDE
PHONE: 223 3588

REF. 138/87/6277

Greatforms Signing Session ID: d8ef01e3-36c2-4663-b179-43ce517097ef, Executed: 16-Sep-2026 14:43 (ACST), Page 70 of 178

STRATA PLAN NUMBER

SP 7816

ACCEPTED FOR DEPOSIT

per Registrar General

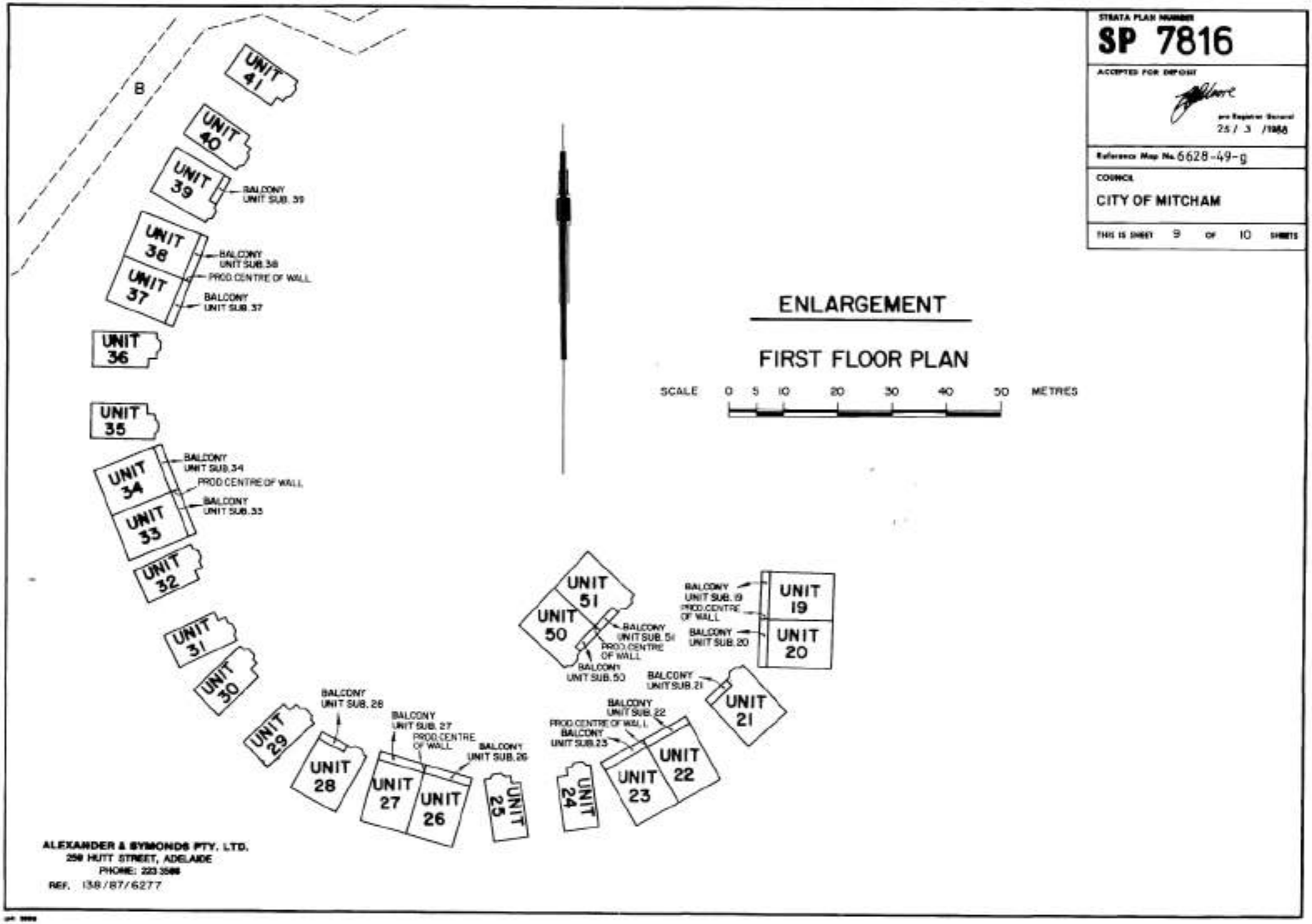
25 / 3 /1988

Reference Map No. 6628-49-g

COUNCIL

CITY OF MITCHAM

THIS IS SHEET 9 OF 10 SHEETS



ENLARGEMENT

FIRST FLOOR PLAN

SCALE 0 5 10 20 30 40 50 METRES

ALEXANDER & SYMONDS PTY. LTD.
250 HUTT STREET, ADELAIDE
PHONE: 223 3588

REF. 138/87/6277

Greatforms Signing Session ID: d8ef01e3-36c2-4663-b179-43ce517097ef, Executed: 16-Sep-2026 14:43 (ACST), Page 71 of 178

SCHEDULE OF UNIT ENTITLEMENT

UNIT Nº	UNIT ENTITLEMENT	UNIT Nº	UNIT ENTITLEMENT	UNIT Nº	UNIT ENTITLEMENT
1	1	29	1	57	1
2	1	30	1	58	1
3	1	31	1	59	1
4	1	32	1	60	1
5	1	33	1	61	1
6	1	34	1	62	1
7	1	35	1	63	1
8	1	36	1	64	1
9	1	37	1	65	1
10	1	38	1	66	1
11	1	39	1	67	1
12	1	40	1	68	1
13	1	41	1	69	1
14	1	42	1	70	1
15	1	43	1	71	1
16	1	44	1	72	1
17	1	45	1		
18	1	46	1	AGGREGATE	72
19	1	47	1		
20	1	48	1	COMMON PROPERTY	
21	1	49	1		
22	1	50	1	ROAD or RESERVE ALLOTMENTS	
23	1	51	1		
24	1	52	1		
25	1	53	1		
26	1	54	1		
27	1	55	1		
28	1	56	1		
AGGREGATE		AGGREGATE			

STRATA PLAN NUMBER

SP 7816

Authenticated vide Application No. 6483995 and Accepted for Deposit

pro Registrar-General
25 / 3 /1988

THIS IS SHEET 10 OF 10 SHEETS

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Strata Corporation Search

Greatforms Signing Session ID: d8ef01e3-36c2-4663-b179-43ce517097ef, Executed: 16-Sep-2026 14:43 (ACST), Page 74 of 178

STATEMENT PURSUANT TO SECTION 41 OF THE *STRATA TITLES ACT 1988*

Date of Statement: **2 September 2026**

Unit in respect of which the Statement is issued:
Unit 28 in **Units Plan** No. **7816 at Mira Monte, 5 Mount Barker Road, URRBRAE SA 5064**

Unit entitlement: 1
Strata entitlement: 72
Water Payment Method: Owners receive and pay accounts direct to SA Water.

Unit owner: **Katherine Jayne Ballenger & Jodi Eric Tabalotny**

Person requesting certificate:
Name: **The Form 1 Company**
Address: **Level 1 3-5 Mt Barker Road STIRLING SA 5152**

The Strata corporation certifies the following with respect to the Unit 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
$6,699.20	01 Jul 2026 to 30 Jun 2027

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]$1,674.80	01 Jul 2026 to 30 Sep 2026	01 Jul 2026
$1,674.80	01 Oct 2026 to 31 Dec 2026	01 Oct 2026
$1,674.80	01 Jan 2027 to 31 Mar 2027	01 Jan 2027
$1,674.80	01 Apr 2027 to 30 Jun 2027	01 Apr 2027

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 41 (1) of the Act)

Total amount last determined with respect to the lot

Amount	Period
$2,777.80	01 Jul 2026 to 30 Jun 2027

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]$694.45	01 Jul 2026 to 30 Sep 2026	01 Jul 2026
$694.45	01 Oct 2026 to 31 Dec 2026	01 Oct 2026
$694.45	01 Jan 2027 to 31 Mar 2027	01 Jan 2027
$694.45	01 Apr 2027 to 30 Jun 2027	01 Apr 2027

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 taken out by the strata corporation.

CHU Strata Insurance
Policy No. HU0043636
Type: Building
Premium: $43,020.00
Next due: 28/02/2027

Cover	*Sum insured*	*Excess*
Building	$59,691,262.00	$5,000.00
Public Liability	$20,000,000.00	$0.00
Voluntary Workers	$300,000.00	$0.00
Fidelity Guarantee	$400,000.00	$0.00
Office Bearers Liability	$5,000,000.00	$0.00
Catastrophe	$17,907,378.00	$0.00
Machinery Breakdown	$50,000.00	$1,000.00

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 Articles for the time being in force
(iv) The current policies of insurance taken out by the corporation

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 41 of the Act.

NOTE:
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 Strata Titles Act requires that :
1.1 (schedule 3 pt 12) "A unit holder must immediately notify the Strata Corporation of :
(a) any change in the ownership of the unit, or change in the address of the owner
(b) any change in the occupancy of the unit (eg. Tenants) i.e. let us know ASAP the new owners name and address on the attached form.
1.2 (Section 27(5)) "The Corporation may recover an unpaid contribution (and any interest on any such contribution) such as debt from the unit holder of the unit in respect of which the contribution is payable(whether or not that person was the unit holder when the liability arose)" i.e. : The new owner will have to pay any outstandings if you do not adjust them at settlement.
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 owner's financial details will be wrong

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 Strata Corporation 7816 Inc by


.....(signature)

Carrie McInerney
Horner Management
232 South Road
MILE END SA 503

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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: Katherine Jayne Ballenger & Jodi Eric Tabalotny]

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)

Strata Corporation 7816 Inc
Mira Monte, 28/5 Mount Barker Road, URRBRAE SA 5064

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)_____

Tenants/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.

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HORNER MANAGEMENT

Horner Management
232 South Road
Mile End SA 5031

Ph: 8234 5777
office@hornermanagement.com.au

Income & Expenditure Statement for the financial year-to-date 01/06/2026 to 02/09/2026

Strata Corporation 7816 Inc — Mira Monte, 5 Mount Barker Road, URRBRAE SA 5064

Administrative Fund

	Current period 01/06/2026-02/09/2026
Revenue	
Interest on Arrears--Admin	38.50
Levies Due--Admin	109,623.60
Lodge Bookings	35.00
Total revenue	109,697.10
Less expenses	
Admin--Administrator Fees	12,540.00
Admin--BAS Preparation Fee	177.27
Admin--Estate Management	61,494.56
Admin--Information & Communication	927.28
Admin--Internet Charges	327.60
Admin--Legal & Debt Collection Fees	2,100.00
Admin--Management Fees--Standard	6,057.56
Admin--Overdue Account Fee	100.00
Maint Bldg--Fire Protection--Maintenance	238.95
Maint Bldg--General Repairs	5,504.96
Maint Bldg--Materials	145.73
Maint Bldg--Plumbing & Drainage	13,881.37
Maint Bldg--Roof	825.00
Maint Bldg--Security	752.46
Maint Bldg--Security Monitoring	225.50
Maint Grounds--Gates	3,752.00
Maint Grounds--Grounds Maintenance	1,750.00
Sundry--Reimbursement To Owner	173.82
Taxation & Government--BAS Quarterly Payment	561.00
Utility--Electricity	2,002.18
Utility--Gas	139.82
Utility--Telephone Service Charges	367.43
Total expenses	114,044.49
Surplus/Deficit	(4,347.39)
Opening balance	232,933.28

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Administrative Fund

	Current period
	01/06/2026-02/09/2026
Closing balance	**$228,585.89**

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Sinking Fund

	Current period 01/06/2026-02/09/2026
Revenue	
Interest on Arrears--Sinking	14.91
Levies Due--Sinking	45,455.04
Total revenue	45,469.95
Less expenses	
Maint Grounds--Fencing	12,665.64
Total expenses	12,665.64
Surplus/Deficit	32,804.31
Opening balance	212,659.66
Closing balance	**$245,463.97**

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HORNER MANAGEMENT

Horner Management
232 South Road
Mile End SA 5031

Ph: 8234 5777
office@hornermanagement.com.au

Balance Sheet
As at 02/09/2026

Strata Corporation 7816 Inc — Mira Monte, 5 Mount Barker Road, URRBRAE SA 5064

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	(4,347.39)
Owners Equity--Admin	199,392.14
	195,044.75
Sinking Fund	
Operating Surplus/Deficit--Sinking	32,804.31
Owners Equity--Sinking	30,158.94
	62,963.25
Net owners' funds	**$258,008.00**
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	227,752.60
Receivable--Levies--Admin	2,467.76
	230,220.36
Sinking Fund	
Cash at Bank--Sinking	247,493.08
Receivable--Levies--Sinking	1,023.24
Receivable--Owners--Sinking	(175.00)
	248,341.32
Unallocated Money	
	0.00
Total assets	478,561.68
Less liabilities	
Administrative Fund	
Creditor--GST--Admin	(4,922.93)
Creditors--Other--Admin	108.64
Prepaid Levies--Admin	6,448.76
	1,634.47
Sinking Fund	
Creditor--GST--Sinking	203.42
Prepaid Levies--Sinking	2,673.93
	2,877.35
Unallocated Money	
	0.00
Total liabilities	4,511.82

* As the previous financial year has not been finalised, the current financial year reporting will not be accurate.

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	Current period
Net assets	**$474,049.86**

* As the previous financial year has not been finalised, the current financial year reporting will not be accurate.

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HORNER MANAGEMENT

Horner Management
232 South Road
Mile End SA 5031

Ph: 8234 5777
office@hornermanagement.com.au

Approved Budget
to apply from 01/06/2026

Strata Corporation 7816 Inc

Mira Monte, 5 Mount Barker Road, URRBRAE SA 5064

Administrative Fund

	Approved budget
Revenue	
Levies Due--Admin	438,483.64
Total revenue	438,483.64
Less expenses	
Admin--Administrator Fees	22,800.00
Admin--Audit & Accountancy	1,345.45
Admin--BAS Preparation Fee	710.00
Admin--Estate Management	190,000.00
Admin--Information & Communication	3,927.27
Admin--Insurance Services Fee	5,000.00
Admin--Internet Charges	1,500.00
Admin--Management Fees--Standard	18,172.72
Admin--Meeting Fee	500.00
Admin--Meeting Fee--Committee Meeting	1,000.00
Admin--Public Officers Admin Fee	145.00
Insurance--Premiums	84,000.00
Maint Bldg--Airconditioning--Service	500.00
Maint Bldg--Fire Protection--Contract	1,600.00
Maint Bldg--General Repairs	55,000.00
Maint Bldg--Locks, Keys & Card Keys	250.00
Maint Bldg--Pest/Vermin Control	400.00
Maint Bldg--Plumbing & Drainage	13,000.00
Maint Bldg--Roof	2,000.00
Maint Bldg--Security	3,000.00
Maint Grounds--Fencing	6,000.00
Maint Grounds--Gates	1,500.00
Maint Grounds--Grounds Maintenance	1,000.00
Maint Grounds--Hygeine Services	550.00
Maint Grounds--Irrigation Systems	1,000.00
Maint Grounds--Paving	3,000.00
Maint Grounds--Pool Repairs	1,000.00
Maint Grounds--Pool/Spa/Sauna	500.00
Taxation & Government--BAS Quarterly Payment	2,200.00
Trades Compliance--Annual Fee	100.00
Utility--Electricity	6,800.00

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Administrative Fund

	Approved budget
Utility--Gas	500.00
Utility--Telephone Service Charges	1,300.00
Total expenses	430,300.44
Surplus/Deficit	8,183.20
Opening balance	232,933.28
Closing balance	$241,116.48
Total units of entitlement	72
Levy contribution per unit entitlement	$6,699.06
Budgeted standard levy revenue	438,483.64
Add GST	43,848.36
Amount to raise in levies including GST	$482,332.00

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Sinking Fund

	Approved budget
Revenue	
Levies Due--Sinking	181,818.18
Total revenue	181,818.18
Less expenses	
Maint Bldg--Painting	73,000.00
Maint Grounds--Driveway & Paths	35,000.00
Maint Grounds--Fencing	20,000.00
Maint Grounds--Paving	35,000.00
Total expenses	163,000.00
Surplus/Deficit	18,818.18
Opening balance	212,659.66
Closing balance	$231,477.84
Total units of entitlement	72
Levy contribution per unit entitlement	$2,777.78
Budgeted standard levy revenue	181,818.18
Add GST	18,181.82
Amount to raise in levies including GST	$200,000.00

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Mira Monte | Strata Corporation 7816 Inc.
5 Mount Barker Road, URRBRAE

Minutes of the Annual General Meeting held at The Lodge,
5 Mount Barker Road, Urrbrae, on Tuesday 3rd March 2026 at 6:00pm

PROCEEDINGS

Lots Represented:	Jeanette Rose-Mary Houey	Lot 2
	Craig Mudge	Lot 3
	Bernie Glaser	Lot 4
	Barbara Powell	Lot 5
	Barrie Brookes	Lot 6
	Joanna Slaven	Lot 8
	Barry Egan	Lot 9
	Robert Maggs	Lot 10
	Peter Murphy	Lot 11
	Richard & Debra Powers	Lot 12
	Guillaume & Erin Blanc	Lot 14
	Kenneth Haig	Lot 15
	Graham & Robin Mellors	Lot 16
	Michael & Mary Loftus	Lot 17
	Catherine Bumford	Lot 18
	Dorothy Pearce	Lot 19
	Catherine Burnard	Lot 20
	Sally Mitchell	Lot 22
	Craig Bowyer	Lot 24
	Christopher Brown	Lot 25
	Mark Henry Penniment	Lots 29 & 30
	James Francis-Clementi & Carolyn Clementi	Lots 37 & 50
	Natalie Gardner	Lot 39
	Pamela Jones	Lot 43
	Maxwell Ruediger	Lot 44
	Jo-Anne Curtayne	Lot 46
	Rosemary Farquhar	Lot 48
	Peter & Patricia Sydenham	Lot 49
	Leesa Chesser	Lot 51
	Slavko Govedarica	Lot 56
	Bo Pang	Lot 59
	Graham Brown	Lot 60
	Fay Inglis	Lot 61
	Ludmila Maystrenko	Lot 62
	John & Jenny Charewicz	Lot 65
	Alan & Lesley Milligan	Lot 66
	Brian Neville & Leray May	Lot 67

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Proxy:	Melissa Edmeadas proxy to Horner Management	Lot 7
	Norman & Marjorie Sidebotham proxy to Horner Management	Lot 13
	Mio Izawa proxy to Mary Loftus	Lot 23
	John George proxy to Horner Management	Lot 27
	Katherine Ballenger & Jodi Tabalotny proxy to Stephen Dickinson	Lot 28
	Glen & Susan Paice proxy to Catherine Burnard	Lot 31
	LATJR Pty Ltd proxy to Horner Management	Lot 34
	Emily Rasera proxy to Horner Management	Lot 36
	SIB Management Pty Ltd proxy to Horner Management	Lot 40
	Gillian Potter proxy to Horner Management	Lot 45
	Cheryl & Michael Elwood proxy to Horner Management	Lot 47
	Jane Gosse proxy to Horner Management	Lot 53
	Nicholas & Cheryl Filippakis proxy to Horner Management	Lot 55
	Cabinda Pty Ltd proxy to Horner Management	Lot 57
	Rudolph & Gayle Hermsen proxy to Horner Management	Lot 58
	Marilyn Schwarz proxy to Stephen Dickinson	Lot 63
	Janelle Marie Gaudet & Michelle James Fox proxy to John Charewicz	Lot 64
	Kulwant Pradhan proxy to Horner Management	Lot 68
	Shirley Knight proxy to Horner Management	Lot 69
	Silverlea Investments Pty Ltd proxy to Horner Management	Lot 70
	Maxine French proxy to Horner Management	Lot 71
	John & Margaret George proxy to Horner Management	Lot 72

Guest: Stephen Dickinson, Court Appointed Administrator
Carrie McInerney representing Horner Management Pty Ltd

Quorum: Those present were advised that a quorum was present by attendance or proxies. The meeting was declared open.

DISCLOSURE OF PECUNIARY INTEREST

Owners or their designated representatives are reminded to inform the meeting of any direct or indirect financial interests they may have in any matter under consideration.

CHAIRPERSON

Stephen Dickinson, the court appointed administrator will chair the meeting with the assistance of Carrie McInerney of Horner Management.

CONFIRMATION OF MINUTES

To resolve that the minutes of the previous Annual General Meeting held on 27 August 2024 be accepted as a correct record.

Motion CARRIED.

ACCEPTANCE OF FINANCIAL STATEMENT

It was resolved by ordinary resolution to accept the Statement of Accounts prepared by Strata Data for the financial period of 1 June 2024 to 31 May 2025.

Motion CARRIED.

Greatforms Signing Session ID: d8ef01e3-36c2-4663-b179-43ce517097ef, Executed: 16-Sep-2026 14:43 (ACST), Page 87 of 178

RISK & INSURANCE REVIEW

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
HU0043636	CHU Strata Insurance	31 Aug 2026	Building	$56,848,821.00
			Public Liability	$20,000,000.00
			Voluntary Workers	$200,000.00
			Fidelity Guarantee	$250,000.00
			Office Bearers Liability	$5,000,000.00
			Catastrophe	$17,054,646.00
			Machinery Breakdown	$50,000.00
TOTAL PREMIUM: $87,395.00 **EXCESS; $5,000.00**				

Insurance Valuation: The Corporation's last insurance valuation was received in January 2025. The report recommended building cover be placed at $54,170,000.

Important Insurance Information: The Act imposes a duty on the Corporation to ensure all building and building improvements for their full replacement value, including all costs incidental to and associated with the replacement. The Corporation is further required to keep itself insured against liability for negligence; at this date $10,000,000 and against any other liabilities [e.g., flood] determined by a special resolution of the Corporation.
The Corporation Legal Liability applies primarily to Common Property, and that Landlords should be separately insured for cover in relation to their lots and yard subsidiaries.
Insurance Disclaimer: In the event of a claim not being fully met due to the building being underinsured as a result of the Body Corporate's decision to insure for a lesser amount than is required by legislation, i.e., full replacement value, Horner Management and or members of its staff will not be held professionally negligent.
Horner Management has previously clarified the services they provide in relation to Insurance. We obtain quotes for Insurance, place and renew insurance according to your instructions and notify the Insurer of claims. We are an authorised representative of CHU Underwriting Agencies and an agent for QBE Insurance.
We are also authorised distributors of Strata Community Insurance & Lync Insurance Brokers. We provide general advice about insurance (not personal advice).
A copy of the Product Disclosure Statement and Financial Services Guide are available on the portal for review.
Insurance Remuneration: In accordance with Strata Community Association Australia guidelines, an Insurance Disclosure Form is provided to all clients outlining insurance cover, premiums and fees. Horner Management has always disclosed insurance commissions in management agreements, AGM minutes and insurer invoices. To make this information clearer and easier to identify, Horner Management has changed the way insurance costs are presented. Insurance commissions are now netted out of the premium, with a separate insurance service fee charged. This fee is capped at the lesser of last year's commission or 20% of the current renewal and will only change in line with management fees, not insurance premiums. This approach reduces government charges and provides greater clarity, transparency and long term cost fairness for owners.

PROPOSED BUDGET & CONTRIBUTIONS

It is resolved to accept the attached budget, with contributions to the administration fund being reduced to $482,332.00 (inc GST) and Sinking Fund being retained at $200,000.00 (inc GST).
The following changes will commence from July 2026.

Motion CARRIED.

COST POLICY (Unanimous resolution)

The Strata Corporation resolves by unanimous resolution per section 27(5) of the *Strata Titles Act 1988* (SA) to adopt the following policy and procedure for overdue levies;
Accounting Fees – In accordance with the Management Agreement, Lot Owners are charged a fee for each reminder / final notice
Proceeding with Debt Collection – That the Body Corporate Manager is authorised to proceed on behalf of the Corporation with any necessary action, including legal action to recover all outstanding monies
Costs – All related and associated costs for recovering the outstanding monies will be the responsibility of the relevant Lot and as such will be recovered from that Lot Owner.

Motion CARRIED.

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ELECTION OF OFFICE BEARERS
Following an election the follow members were elected.

Presiding Officer
Bernie Glaser Lot 4

Secretary
Lesley Milligan Lot 66

Treasurer
Peter Murphy Lot 11

Election of Ordinary Committee Members:
John Charewicz Lot 65
John George Lot 72
Slavko Govedarica Lot 56
Craig Mudge

Election of Capital Works and Maintenance Committee
Bernie Glaser Lot 4
Peter Sydenham Lot 49
Natalie Gardner Lot 39
Alan Milligan Lot 66

CLOSURE OF MEETING
Members were thanked for their attendance, and the meeting was closed at 7:00pm.

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ADDITIONAL INFORMATION

CORRESPONDENCE:

Correspondence for the year is available on the online portal on our website. As per the Act, each member of the Corporation has the right to inspect all records held by the Manager on behalf of the Corporation. If you would like to inspect the records via the portal, you please visit our website, alternatively if you would like to inspect the records in person, please contact our office to arrange a time during office hours.

INTEREST, TAX AND AUDITS:

Legislation requires monies held in Trust Accounts. If the Corporation earns interest and as a result, an annual tax return is required. Interest is credited monthly on the balance held in funds by the Corporation, when placed in an investment account. Legislation also requires an Annual audit of the Trust Account by an accredited auditor. The audit for 2024/2025 has been undertaken by D W Johns & Co. Limited, Chartered Accountants, a copy of the report provided to all of our Corporation Secretaries on the Online Portal. If you would like a copy sent to you, please contact our office.

DUTIES OF THE APPOINTED BODY CORPORATE MANAGERS:

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

Meetings: Arrange the General and Committee meetings, prepare and distribute notices, including notices of meetings. Attend General and Committee meetings if needed and assist the Presiding Officer in the conduct of meetings. Assist the Secretary in the preparation of minutes of meetings and distribute such minutes.

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

Insurance: Place & renew insurances in accordance with the Corporations instructions & have claims promptly processed.

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

Secretarial: Promptly deal with the Corporation correspondence and requests for Searches (section 41s/139's). Ensure that all appropriate and proper records of the Corporation are maintained and keep secure and confidential all books, records, Certificates of Title, Strata Plans, Schedules and the like.

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

The Management agreement is available on the owner line portal, and this document details the duties Horner Management carry out for you.

OFFICE BEARERS:

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

Presiding Officer (the Corporation has appointed Horner Management to carry out the below duties)

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

Secretary

- The secretary of a Strata corporation has the following functions:
- Prepare and distribute minutes of meetings of the corporation (currently delegated to Horner Management)
- Submit a motion for confirmation of the minutes of any meeting of the corporation at the next meeting of the corporation (currently delegated to Horner Management)
- Give the notices required to be given under the Act by the members of the corporation and the Management Committee (currently delegated to Horner Management)
- Answer communications addressed to the corporation (currently delegated to Horner Management)
- Convene meetings of the Management Committee
- Deal with administrative and secretarial matters for the corporation and the Management Committee (currently delegated to Horner Management)

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Treasurer

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

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

- Authorise any dealing with or any variation of the common property or to grant exclusive rights in respect of the enjoyment and use of any part thereof;
- Authorise any decision that requires special resolution or unanimous resolution;
- Authorise any capital improvements to the common property;
- Authorise installations or additions to lots or common property. The functions of the Officers of the Corporation were by and large confined to authorising and overseeing the routine maintenance responsibilities of the Corporation and ensuring that the provisions of the By-Laws were adhered to by both the Corporation and lot proprietors and occupiers.

INSURANCE:

Contents Insurance: Lot owners will need to arrange individually for adequate insurance for the contents of their units inclusive of carpets, drapes, light fittings, etc., whether or not the unit is occupied by the unit holder or a tenant, as such items are not included in the Corporation's policy. The Strata Manager drew to the attention of the members the advantage of holding contents insurance with the same Company that holds the Corporations Policy.

Owners Liability Insurance: The Corporation's insurance policy only covers liability for common areas, owners will need to ensure that their policy covers liability for inside their unit, as well as their yard subsidiaries.

Landlords Insurance: In the past Horner Management have emphasised the importance of Landlords Insurance Protection covering carpets, curtains and light fittings as there have been some claims of late, in other Complexes, which have been borne personally by owners as they did not have this particular type of cover.

BUDGET NOTES:

If the estimated requirement is not used during the year, the balance, as at the end of the financial year, can be held for future maintenance. If there should be substantial repairs or maintenance to be carried out, or there be insufficient Corporation Funds, the Manager, in accordance with sections 27 (1) and (2) of the Strata Title Act, 1988/Community Titles Act, 1996, will raise a special levy to cover the corporation's outstanding accounts, or required maintenance.

WATER CHARGES:

As of 1 July 2025, water rates have increased to $2.357 (previously $2.251) per kL for the first .383.6kl per unit per day, $3.365 (previously $3.214) per kL for all use over 0.383.6kL per unit per day.

COMMERCIAL WATER PRICES

Commercial: Water Use Usage charge $3.365 per KL (previously $3.214) regardless how many KLs are used

ARTICLES & RULES:

Each unit holder is individually responsible for attaching a copy of the Corporation's Articles and any Corporation rules to a letting or lease agreement for their unit.

All owners are requested to advise the management of any change in the occupancy of their units. Please advise their agents.

APPROVALS BETWEEN ANNUAL GENERAL MEETINGS:

If owners want to seek approval from the Corporation between Annual General Meetings, there are two options available:

Extra Ordinary Meeting – In person: A request can be made to call an Extra Ordinary Meeting, where owners and the Asset Manager physically attend. These meetings will be charged at $165.00 to prepare meeting notices, proxy forms, attend the meeting and distribute the minutes.

Online General Meetings: Usually an external software provider, StrataVote gives the Corporation the opportunity to hold an online meeting. This will allow owners to receive information via email and submit a voting form (proxy) online and do not require owners to physically attend the meeting. Owners who have not provided an email address will be sent the meeting notice and voting paper (proxy form) via Australia Post. Strata Vote meetings are charged at a rate of $99.00.

Any owner who is seeking a special meeting to have items approve that directly benefit them, such as pet requests, pergola installations, air conditioners, will be responsible for the cost of these meetings.

CORRESPONDENCE AND INVOICE DELIVERY:

Horner Management provide owners with the option to have either their correspondence, invoices or both delivered via email instead of Australia Post. If you would like to receive correspondence or invoices via email, please contact our office.

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Legal Services Commission
OF SOUTH AUSTRALIA

STRATA TITLES

A LEGAL GUIDE



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Strata Titles
A Legal Guide

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January 2014

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Strata Titles

Important things to consider

This booklet is about residential strata titles. If you are planning to buy a strata titled property, there are some important legal matters that you should know.

Community living offers some benefits but it does not suit everyone. Before you buy a unit, think carefully about what is involved. You will be living in close proximity to others, possibly sharing walls and some facilities.

Each group, no matter how big or small, has a corporation, which is a legal entity like a company. All owners are automatically members of their corporation and are bound by the rules of their corporation.

The corporation is responsible for the maintenance and repairs of the common areas.

There is no government agency to oversee the management of strata titles or to resolve disputes. If a dispute cannot be resolved by negotiation or mediation, an application may have to be made to the Magistrates Court to decide the matter.

Buying a Strata Title

Anyone thinking of buying into a strata scheme should, before signing a contract, make sure they understand the operations and finances of the particular corporation.

On application by an owner or potential buyer, a corporation must provide information on the following:

1. How much money must be paid for the upkeep, maintenance and management of the common areas, including money already owed.
2. Assets and liabilities of the corporation.
3. Details of any expenses incurred or about to be incurred by the corporation, such as painting or gutter replacement.
4. Copies of minutes of general meetings and management committee meetings for the last two years.
5. Statements of accounts and financial records of the corporation.
6. Articles or by-laws of the corporation currently in force.
7. Current insurance policies.

The corporation may charge a fee for providing copies of this information.

Checklist

Before you buy a unit or lot, ask yourself these questions:

- Have I read the articles or rules and sought independent advice about these?
- What system does the corporation have for resolving disputes?
- What are the rules about having other people visiting and parking?
- Are there any unpaid contributions owing on my unit?
- How do the contributions and other charges compare with similar corporations?
- Is there a sinking fund or reserve of money held by the corporation for emergency expenses and major maintenance costs such as painting?
- Will the unit, 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 maintenance services are provided and what are the charges for these?
- What are the restrictions on the use of my unit and the common property?
- Can I store my caravan/boat/bicycle?
- Are pets permitted?
- Is the corporation planning any major expenditure that I may be asked to contribute to?
- Are there any structural problems in the building?
- Have I seen a copy of the plan that defines my unit?
- Do the boundaries of the unit match the boundaries shown on the plan?

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Strata titles

A strata title is created by the division of land into separate units (at least two) plus common property. The boundaries of a unit are defined by the structural divisions in a building, not by the land.



The law concerning residential strata titles is contained in the Strata Titles Act 1988 (SA), the Strata Titles Regulations 2003 (SA), and the common law.
All references to legislation and regulations in this booklet are to the Strata Titles Act 1988 (SA) and the Strata Titles Regulations 2003 (SA).

Since 1 June 2009, it has not been possible to deposit new strata plans under the Act. New divisions now use the Community Titles Act 1996 (SA). Strata corporations existing at 1 June 2009 were not affected by the change and are still regulated under the Strata Titles Act.

The Strata Corporation

Every strata title property has its own strata corporation. The role of a strata corporation is to administer and maintain the common property for the benefit of all unit owners, to administer all other property of the corporation, and to enforce the articles of the strata corporation [s 25].

All unit owners are automatically members of the corporation [s 18(4)], but tenants are not.

Note that unit owners are guarantors of their corporation's liabilities (obligations), which means the corporation's debts can be enforced against each of the unit owners directly [s 21(1)].

The corporation must have a common seal [s 18(3)], which must be used on relevant documentation lodged with the Lands Titles Office to amend a strata plan where a unanimous resolution is required.

The strata corporation can delegate some or all of its functions to a management committee and may appoint a strata manager or other agent to assist with the management of the corporation.

The articles are the rules of the strata corporation. The corporation can make rules which are binding on the corporation, unit owners and tenants about the use of common property and the units [ss 19, 20], providing that the rules do not contravene the Act or other laws. Schedule 3 of the Act sets out the model articles for all strata corporations. A strata corporation can adopt their own articles or vary the existing articles (See **Articles**).

COMMON PROPERTY

The common property is held by the strata corporation in trust for all the unit owners [s 10]. It is the responsibility of the corporation to maintain the common property [s 25(a)] while it is the responsibility of individual unit owners to maintain what is not common property, that is, to maintain their own units [article 1, Strata Corporation Articles]. For example, a unit owner is not required to clean the gutter attached to their unit; this is the corporation's responsibility.

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What is common property?

The question of what is and what is not common property is a difficult issue, and can cause many disputes. Generally speaking, common property is any land or space that is not within a unit [s 5(6)]. Unless a particular strata plan indicates otherwise, the boundary of a unit is the internal surface of the walls, floors and ceilings [s 5(5)]. In most strata corporations, the roof, guttering, external walls and foundations are common property. Internal walls are the owner's responsibility.

Common property also includes [s 5(6)]:

- any pipe, cable, wire, duct or drain that is not for the exclusive use of a unit (any that service only one unit are considered part of that unit, not common property)
- any structure that is not for the exclusive use of a unit installed before the deposit of the strata plan
- any structure installed by a strata corporation as part of the common property
- any other structure on the site committed to the care of a strata corporation as part of the common property.

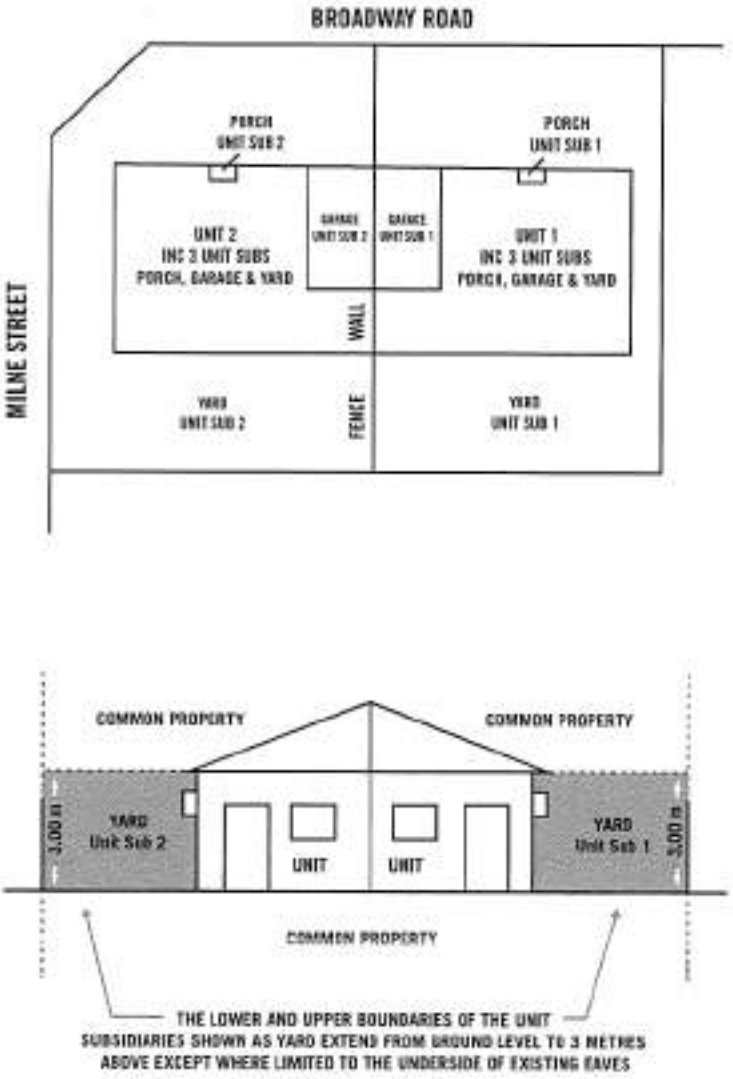
In older strata plans that were deposited before 1 September 1988 the unit boundary was defined as midway between the surfaces of walls, floors and ceilings. In those older plans this definition continues today, unless it has been changed by an amendment to the strata plan. Legal advice may be necessary to work out the correct boundaries of strata plans in place before 1 September 1988.

A unit may also include an area defined on the unit plan as a 'unit subsidiary', which is not common property but an area for the exclusive use of a particular unit, for example a carport or yard [s 5(4)(e)]. Unless the strata plan states otherwise, a wall or fence between a building that forms part of a unit and a unit subsidiary to that unit is part of the common property [s 5(7)].

Unit and Common Property boundaries explained

Any area shown on a Strata Plan that is not labelled as a Unit or a Unit Subsidiary is considered 'Common Property. In the plan example adjacent, the walls and building structure is Common Property and the Unit Subsidiaries shown as "Yard" extend in height to 3 metres above the ground level.

Strata Plan example showing unit boundaries and subsidiaries



POWERS OF THE STRATA CORPORATION

Some of the powers of the strata corporation are to:

- borrow money, maintain bank accounts and invest surplus funds [s 26(1)(b), (c), (d)]
- enter into contracts [s 26(1)(e)] (see **Contracts** below)
- levy maintenance payments against unit owners [s 27(2)] (see **Contributions** below)
- require a unit owner to carry out necessary work, such as internal plumbing repairs [s 28] (see **Maintenance and repairs** below)
- do anything reasonable to enable it to fulfil its functions under the Act [s 26(1)(f)].

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Contracts

The strata corporation may enter into any kind of contract [s 26(1)(e)]. It may do so either by using its common seal, or by authorising an officer of the corporation or an agent (such as a strata manager) to do so on its behalf [s 24].

Contributions

The corporation raises funds by levying contributions against all unit owners, in accordance with an ordinary resolution passed at a general meeting [s 27(2)]. The amount that each unit owner contributes to funds is normally calculated according to the 'unit entitlement' set out in the strata plan [s 27(3)(a)]. Put simply, a unit entitlement is the portion, or ratio, of the capital value of a unit as against the sum of the capital values of all the units [s 6]. The corporation may, by unanimous resolution, determine that contributions are paid on some other basis [s 27(3)(b)].

The corporation may, by an ordinary resolution at a general meeting, allow contributions to be paid in instalments [s 27(4)(a)].

If contributions are not paid, they are recoverable as a debt [s 27(5)]; the corporation can sue the unit owner for the money.

Interest may be charged by the corporation on contributions or instalments owing, this is done by ordinary resolution [s 27(4)(b)]. The amount of interest charged may not be more than 15% per year, and interest cannot be charged on unpaid interest [reg 8A].

Maintenance and repairs - entry to premises

The corporation's articles will usually include a responsibility on a unit owner to maintain and repair their unit. If a unit owner does not, the strata corporation may give a unit owner written notice requiring them to carry out specific work by a certain time. If the work is not done in the set time, the strata corporation may authorise workers to enter the unit to do the work. This can only happen after the corporation gives at least two days notice in writing to both the unit owner and the occupier (for example, any tenant). This can be done even if the breach was by a former unit holder, an occupier (tenant) or former occupier [ss 28(1), (2), (3)].

Similarly, the corporation may require and enforce work on a unit to remedy a breach of the Act or the articles even if the breach was by a former unit owner, an occupier (tenant) or former occupier [s 28(1)].

If an officer of the corporation or a person authorised by the corporation (such as a strata manager) is satisfied that urgent action is necessary to prevent a risk of death, injury or significant damage to property, the officer or authorised person can, after giving whatever notice (if any) to the unit owner and occupier they consider reasonable in the circumstances, authorise entry to a unit for the performance of work reasonably necessary to deal with the risk. To enter the unit, such force as is reasonably necessary may be used. [s 28(3a), (3b)]

The individual unit owner is liable to the corporation for the reasonable cost of work done [s 28(4)]. If the need for the work arose because of someone else, for example a tenant or previous owner, the unit owner can recover the cost as a debt from that person [s 28(5)].

Return of property

A strata 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[s 39].

INSURANCE

A strata corporation must have building insurance [s 30] and public liability insurance [s 31]. A strata corporation with an administrative or sinking fund must have fidelity guarantee insurance from 27 October 2014 [reg 9(2)(b)], s 31(2a)]. It may also, by special resolution, decide to insure against other potential liabilities, for example, office bearer liability.

A unit owner, a mortgagee of a unit or a potential buyer or mortgagee of a unit may, by contacting the secretary of the strata corporation, request to see any or all of the insurance policies currently held by the corporation [s 32].

Building insurance

The strata corporation must insure buildings and building improvements to replacement value [s 30], which includes any costs associated with replacement, such as demolition, surveying, architectural or engineering work. The insurance must cover damage caused by the events, apart from subsidence (sinking ground movement), listed in regulation 10 Insurance Contracts Regulations 1985 (Cth) [s 30(3)]. A corporation cannot allow each unit owner to take out their own individual building insurance.

The corporation's building insurance will not cover the contents of a unit, so occupiers may need to take out their own contents and public liability insurance. The provisions of both policies should be checked to ensure there are no items left unprotected, such as a carport.

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Public liability insurance

The strata corporation must have public liability insurance for an amount specified in the regulations, currently at least $10 million [s 31, reg 9].

Fidelity guarantee insurance

A strata corporation with an administrative or sinking fund [reg 9(2)(b)] must have fidelity guarantee insurance [s 31(2a)] from 27 October 2014. A policy of fidelity guarantee insurance covers the risk of theft or fraud of the corporation's funds by any person authorised 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 strata 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 9(2)].

OFFICERS OF THE STRATA CORPORATION

At all times a strata corporation must have a presiding officer, a secretary and a treasurer who are appointed at a general meeting. These officers must be unit owners but one person may hold two or more of these positions. The strata corporation commits an offence if any of these positions is allowed to remain vacant for more than six months [s 23]. A strata manager can assist in running the affairs of the corporation.

Secretary

The secretary of a strata corporation has the following functions [reg 25]:

- to prepare and distribute minutes of meetings of the corporation
- to submit a motion for confirmation of the minutes of any meeting of the corporation at the next meeting of the corporation
- to give the notices required to be given under the Act by the members of the corporation and the management committee
- to answer communications addressed to the corporation
- to convene meetings of the management committee
- to deal with administrative and secretarial matters for the corporation and the management committee.

Treasurer

The treasurer of a strata corporation has the following functions [reg 25]:

- to notify unit owners 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.

RECORDS

The strata corporation has a responsibility to maintain proper records. It must keep:

- a register of the names of the unit owners (showing the unit owner's last contact address, telephone number and email address known to the corporation, and the unit owner's unit entitlement) for 7 years [s 39A, reg 23]
- minutes of meetings (both general meetings [s 40] and management committee meetings [s 35(8)]) for 30 years [reg 10]
- accounting records relating to receipts and expenditure (of both the corporation [s 40] and the management committee [s 35(8)]) for 7 years [reg 10]
- notices and orders served on the corporation for 7 years [s 40, reg 10]
- copies of correspondence received or sent by the corporation for 7 years [reg 10]
- notices of meetings of the corporation and its management committee for 7 years [reg 10]
- the duplicate certificate of title for the common property of the strata corporation for the life of the strata corporation [reg 10]
- documents received by the strata corporation from the original registered proprietor under s 38(3)(b) and (c) for 30 years [reg 10].
- A strata corporation must ensure that a statement of accounts is prepared for each accounting period [s 40], and must keep each statements of account for 7 years [reg 10].

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ACCESS TO INFORMATION BY UNIT OWNERS

Insurance policies

A unit owner, a mortgagee of a unit, or a potential buyer or mortgagee of a unit may, by contacting the secretary or manager of the strata corporation, request to see any or all of the insurance policies currently held by the corporation [s 32]. A request for copies of those policies may be made either to the secretary or a member of the management committee [s 41(1)(b)].

The corporation must make the information available within five business days after the request [s 32, s 41]. Failure to do so is an offence with a maximum penalty of $500.

FEES: No fee is applicable for simply viewing the insurance policies.

For copies of the insurance policies, if the applicant is the owner of a unit, a $5 fee applies [reg 11(2)(b)(i)]. If the applicant is a mortgagee of a unit, or a prospective purchaser or mortgagee of a unit, a $35 fee applies [reg 11(2)(b)(ii)].

Bank statements

On the request of a unit owner made through the secretary or a member of the management committee, a corporation that does not have a strata manager must provide a unit owner with quarterly bank statements for all accounts maintained by the corporation, and must continue to provide the statements until the person is no longer a unit owner or withdraws their application [s 41(1a)]. Failure to do so is an offence with a maximum penalty of $500.

If a corporation has a strata manager, application can be made to the strata manager for quarterly financial statements (see **Duties of strata managers**).

Other information in relation to a unit or the corporation

A unit owner or a potential buyer or mortgagee of a unit (or someone on their behalf) can apply to the strata corporation, through the secretary or manager or a member of the management committee, to access to the following information or documents [s 41(1)]:

INFORMATION TO BE PROVIDED:

- details of any contribution payable in relation to the unit, including details of any owed contributions related to the unit
- details of the assets and obligations of the corporation
- details of any expenses that the corporation has or has planned to acquire, and to which the unit owner of the unit must contribute, or is likely to be required to contribute.

FEES: If the applicant is the owner of a unit, no fee applies [reg 11(2)(a)(i)]. If the applicant is a mortgagee of a unit, or a prospective purchaser or mortgagee of a unit, a $25 fee applies [reg 11(2)(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
- the articles for the time being in force.

FEES: If the applicant is the owner of a unit, a $5 fee applies [reg 11(2)(b)(i)]. If the applicant is a mortgagee of a unit, or a prospective purchaser or mortgagee of a unit, a $25 fee applies [reg 11(2)(b)(ii)].

DOCUMENTS TO BE MADE AVAILABLE FOR INSPECTION:

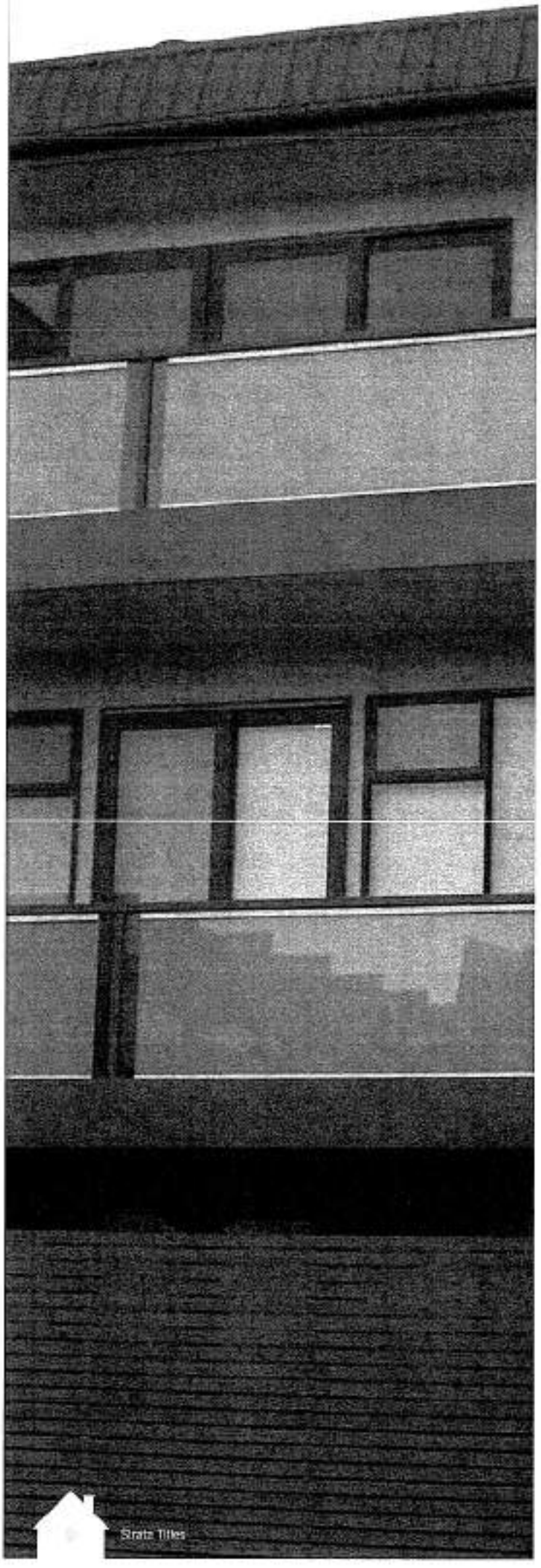
- a copy of the accounting records of the corporation
- the minute books of the corporation
- any documents received by the strata corporation from the original registered proprietor under s 38(3), including the duplicate certificate of title for the common property of the strata corporation
- a copy of any contract with a strata manager
- the register of unit owners.

FEES: No fee applies to inspecting a copy of the contract with a strata manager or the register of unit owners. If the applicant is the owner of a unit, no fee applies to inspect other documents [reg 11(2)(c)(i)]. If the applicant is a mortgagee of a unit, or a prospective purchaser or mortgagee of a unit, a $5 fee applies [reg 11(2)(c)(ii)] in relation to accounting records, minutes and s 38(3) documents.

The information or documents must be provided within five business days after the request [s 41(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 11].

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Articles (Rules)

Articles are the rules of the strata corporation. Schedule 3 of the Act sets out the model articles for all strata corporations. If a particular strata corporation wishes to adopt its own articles, or amend any number of its articles, it can do so [s 19(2)].

While legal obligations under the Act cannot be avoided or changed, the articles can be determined by the strata corporation itself.

The articles are binding on the strata corporation and the unit owners [s 20]. Articles that relate to the use of units or the common property are binding on tenants [s 20(1)(c)]. A unit owner who has a tenant in the unit must take reasonable steps to ensure that the tenant complies with the articles [s 20(2)].

Some common provisions require the owner or occupier to:

- keep the unit in a clean and tidy condition
- not interfere with lawns or gardens on the common property
- not display signs without consent
- not keep animals in or about the unit without consent
- notify the corporation of changes in ownership or occupier
- use the common property reasonably.

How to change the articles of a strata corporation

The articles of a strata corporation can be changed by a special resolution of its members (see **Voting: Types of resolutions**) [s 19(2)]. Any change must be lodged with the Registrar-General at the Lands Titles Office to be effective and legal [s 19(3)]. It is recommended that a registered conveyancer or lawyer prepares the amendment to articles document.

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SCHEDULE 3 ARTICLES OF STRATA CORPORATION

1 (1) **A UNIT HOLDER MUST—**

(a) maintain the unit in good repair;

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

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

2 **A person bound by these articles—**

(a) must not obstruct the lawful use of the common property by any person; and

(b) must not use the common property in a manner that unreasonably interferes with the use and enjoyment of the common property by the other members of the strata community, their customers, clients or visitors; and

(c) must not make, or allow his or her customers, clients or visitors to make, undue noise in or about any unit or the common property; and

(d) must not interfere, or allow his or her customers, clients or visitors to interfere, with others in the enjoyment of their rights in relation to units or common property.

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

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

5 **A person bound by these articles—**

(a) must not park a motor vehicle in a parking space allocated for others or on a part of the common property on which parking is not authorised by the strata corporation; and

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

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

(a) damage or interfere with any lawn, garden, tree, shrub, plant or flower on the common property; or

(b) use any portion of the common property for his or her own purposes as a garden.

7 **A person bound by these articles must not—**

(a) bring objects or materials onto the site of a kind that are likely to cause justified offence to the other members of the strata community; or

(b) allow refuse to accumulate so as to cause justified offence to others.

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

(a) on part of his or her unit so as to be visible from outside the building; or

(b) on any part of the common property.

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

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

11 **A person bound by these articles—**

(a) must maintain within the unit, or on a part of the common property set apart for the purpose by the strata corporation, a receptacle for garbage adequately covered; and

(b) must comply with all council by-laws relating to the disposal of garbage.

12 **A unit holder must immediately notify the strata corporation of—**

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

(b) any change in the occupancy of the unit.

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WHAT CANNOT BE IN THE ARTICLES

Dealing with a unit

A corporation cannot prevent a unit owner from selling their unit [s 19(4)(a)], or leasing or allowing someone to live in their unit [s 19(4Xb)].

Assistance dogs and therapeutic animals

The articles may not prevent an occupier of a unit who has a disability (see s 5(1) Equal Opportunity Act 1984 (SA)) from having and using an assistance dog or a therapeutic animal [s 19(4)(c), s 3(1)]. Similarly, a visitor to a unit who has a disability may not be prevented from using their assistance dog or therapeutic animal [s 19(4)(d), s 3(1)].

An assistance dog is an accredited guide dog or hearing dog, or a disability dog under the Dog and Cat Management Act 1995 [s 5(1) Equal Opportunity Act 1984 (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 1984 (SA)].

ARTICLES THAT REDUCE THE VALUE OF A UNIT OR UNFAIRLY DISCRIMINATE AGAINST A UNIT OWNER

Any articles that reduce the value of a unit or unfairly discriminate against a unit owner may be struck out (removed) by order of the Magistrates Court or the District Court [s 19A(1)].

The application to strike out the article/s must be made by a person who was a unit owner, which includes a person who has contracted to purchase the unit, when the article/s came into force.

The application must be made within three months after the person (or either or any of the unit owners where the unit is held by two or more persons) first knew, or could reasonably be expected to have known, that the articles had been made [s 19(2)].

An application to strike out an article would normally be made to the Magistrates Court as a minor civil action under s 41A. If the matter was particularly complex or significant [s 41A(5)], a unit owner could seek the permission of the District Court to commence proceedings there [s 41A(3)]. Alternatively, the District Court could agree to transfer proceedings begun in the Magistrates Court to the District Court [s 41A(4)].

BREACHES OF THE ARTICLES

If it is claimed that a unit owner or occupier (for example, a tenant) of a unit is in breach of the articles, the corporation may request that the person either do what is required under the articles, or stop doing something that is not allowed under the articles. If the person continues to breach the articles, the corporation might seek a mediation (a negotiation meeting), or a penalty may be imposed by the corporation if there is provision for this in the articles. Also the matter may be taken to the Magistrates Court (see **Disputes**).

Penalties for breaching the articles

The articles of a strata corporation may impose a penalty of up to $500 [s 19(5)(b)] for contravention of, or failure to comply with, any articles [s 19(3a)]. Note that the articles set out in Schedule 3 of the Act (see above) do not include provision for imposing a penalty for a breach of the articles. If a corporation wants this power, it must amend its articles accordingly (see **How to change the articles of a strata corporation** below).

If the articles state that the corporation 'may impose a penalty of up to $500' for a breach of the articles, 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 is oppressive, unreasonable or unjust [s 41A] (see **Disputes**).

Note that it is the strata 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, unless some other valid delegation has been made, a properly 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 strata manager cannot impose a penalty for an alleged breach of the articles [see **Strata managers: Delegation of powers and functions to a strata manager**].

Notice of a penalty

The strata corporation must give notice of the imposition of a penalty using the form set out in Schedule 1 of the *Strata Titles Regulations 2003* [s 19(3b)(c)(i)]. The form is set out below:

SCHEDULE 1 - PENALTY NOTICE

(Section 19(3b)(c))

To [insert name and unit number of the person to whom notice is given]

The [insert name of the strata 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].

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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 a unit holder, the penalty may be recovered by the corporation under section 27 of the Strata Titles Act 1988 (and interest will be payable on the penalty amount in the same way as if it were such a contribution).

Under section 19(3b)(e) 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 19(3b)(c)(ii)].

Non-payment of a penalty

If the penalty is not paid in time, the strata corporation may recover the amount as a debt. If the notice has been given to a tenant, 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 a unit owner, the penalty may be recovered by the strata corporation as if it were a contribution payable to the strata corporation, and interest will be payable on the penalty amount in the same way as if it were a contribution [s 19(3b)(d)].

Challenging a penalty

REVOCATION OF THE 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 19(3b)(e)]. A representative of the strata 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 19(3b)(f)].

When an application to revoke a penalty is made, the requirement to pay the penalty is suspended until the matter is resolved [s 19(3b)(g)].

The Court must revoke the penalty if it is not satisfied that the person breached the articles as alleged, or if it is satisfied that the alleged breach is trifling (insignificant) [s 19(3b)(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 19(3c)]:

- 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 articles.

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 is useful in such matters.

Management Committee

The strata corporation can choose to run all of its business through general meetings or it can delegate some functions to a management committee [s 35]. The management committee's job is to carry out the business of the strata corporation.

POWERS AND RESPONSIBILITIES OF THE MANAGEMENT COMMITTEE

The management committee has full power to transact any business of the corporation [s 35(2)], except that:

- the strata corporation may impose limitations on what the committee can do [s 35(2)], and
- the committee does not have the power to do anything for which a special or unanimous resolution is required [s 35(3)].

If a management committee is considering a controversial issue, such as raising special levies, it may be sensible to invite all unit owners to the committee meeting.

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A management committee must keep minutes of its meetings and ensure accurate and proper accounting records are kept in respect of financial affairs [s 35(8)].

MEMBERSHIP OF THE MANAGEMENT COMMITTEE

A management committee is appointed by an ordinary resolution at a general meeting of the strata corporation [s 35(1)]. The members of the management committee must be unit owners. The number of committee members and the term of their office (usually 1 year) are fixed by the corporation. Members may be removed by an ordinary resolution of the strata corporation at any time [s 35(5)].

Committee members can appoint another unit owner as their proxy for any meeting they cannot attend [s 35(7)]. 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 35(6)].

A strata manager can be appointed to assist the management committee in the running of the affairs of the corporation.

LIABILITY OF COMMITTEE MEMBERS

Members of the management committee are personally liable for any offences of the strata corporation against the Act. Each person who was a member of the management committee at the time of the offence is also guilty of an offence, and is legally responsible to a penalty of up to half of the maximum set for the offence committed by the corporation [s 47(1)].

A management committee member has a defence if [s 47(2)]:

- the member exercised reasonable care in the exercise of their responsibilities as a member of the management committee, and
- if the offence is not linked to any intentional or negligent act or omission on the member's part.

Many insurance companies offer office bearer liability cover against such risk.

MEETINGS OF THE MANAGEMENT COMMITTEE

Notice of meetings

At least three days notice of a management committee meeting must be given [s 35(4b)].

Decisions

Decisions of the management committee are made by majority vote [s 35(4b)].

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 35(4a)].

EXAMPLE 1

If the strata 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 strata 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.

General Meetings

A strata corporation may hold a meeting of its members (a general meeting) at any time [s33(1)].

A meeting must be held at least once every calendar year (the annual general meeting), and within 15 months of the last annual general meeting [s 33(4)].

CALLING OF GENERAL MEETINGS

A general meeting can be called by the secretary, or any two members of the management committee, or one fifth of the unit owners, or by order of the Magistrates Court [s 33(2)]. An application to the Magistrates Court (minor civil action jurisdiction) to call a general meeting can be made by the owner or occupier of a unit, a person who has contracted to purchase a unit, or any other person bound by the articles of the strata corporation (except for persons invited to or visiting the site) [s 41AA].

Note that, while a strata manager may be given the task of issuing the notice for a general meeting, a strata manager may not call a general meeting.

NOTICE OF GENERAL MEETINGS

At least 14 days written notice must be given to all unit owners before the meeting [s 33(3)]. Anyone proposing to convene a meeting of the members of a strata corporation must take reasonable steps to ensure that the proposed day, time and place are reasonably convenient to a majority of members of the corporation [s 33(3a)].

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A unit owner may request that the strata corporation provide notices of meeting to another person in addition to (not instead of) the unit owner, for example, someone they have appointed as a proxy. The unit owner must still be sent notices of meetings [s 33(3aa)].

AGENDA

The notice convening a general meeting must set out the agenda for the meeting [s 33(4a)]. The agenda must include [s 33(4b)]:

- 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 an **annual general meeting**, the agenda must also include [s 33(4b)(c)(v); reg 9A]:

- report of the accounts for the previous accounting period
- contributions to be paid by members for the current accounting period
- report of statements required under section 33A (see below)
- report of copies of all insurance policies required under the Act
- discussion of the policies of insurance required by the Act to be held by the corporation
- 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
- the number of applications for relief made under Part 3A of the Act (see **Disputes**) and the nature of the claims or disputes the subject of those applications
- proposed controls on expenditure by delegates of the corporation
- if it is proposed to enter into a contract, or renew or extend a contract, with a paid strata manager, then
  - ▷ 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, including the attached schedule of the strata manager's professional indemnity insurance policy, and the explanatory pamphlet, can be viewed or obtained by members of the corporation.

QUORUM

It is necessary to have at least half of all unit owners represented at any meeting, in person or by proxy or, if applicable, via remote communication. 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 unit owners of another meeting. If less than half of the unit owners are represented at the second meeting, those present are entitled to work as a 'quorum', which means they can legally make decisions, even when special and unanimous resolutions are required [s 33(5), (6), (7)].

Attendance by remote communication

The articles of a corporation may make provision for attendance and voting at meetings by unit owners by means of telephone, video-link, internet connection or any similar means of remote communication. If the unit owner complies with the requirements in the articles, they may attend and vote at a meeting by remote communication [s 33(11); reg 9B(3)].

If the articles do not mention attendance by remote communication, a unit owner 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 unit owner's attendance and voting at the meeting by remote communication, and the unit owner complies with any requirements of the secretary in relation to the request, then the unit owner may attend and vote at the meeting by remote communication [s 33(11); reg 9B(3)].

A corporation is under no obligation to provide facilities for remote communication to unit owners [s 33(11)].

CHAIRING OF MEETINGS

A strata corporation must elect a presiding officer, who must be a unit owner (see **The strata corporation: Officers of the strata corporation**). The role of the presiding officer is to chair meetings of the corporation. However, if the presiding officer is not present, another person at the meeting may be appointed to chair [s 33(8)].

If it is proposed that the corporation's strata manager, or an employee of the strata 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 33(9)].

In addition, if it is proposed that the manager chair the meeting, the manager must inform the meeting, before any vote is taken [reg 9B(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)

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- 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 financial 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 34A(3)]

Voting

Normally, each unit is entitled to one vote. If there are two or more unit owners for one unit, only one of them, or a proxy appointed by one of them, needs to attend the meeting to vote. If both or all unit owners attend a meeting, only one may vote. If they cannot agree on who will vote, the unit owner whose name appears first on the certificate of title for the unit is the one who may vote [s 34(3)(b)].

Where a unit owner is under a disability, the rights and powers of that unit owner under this Act may be exercised on their behalf by a guardian [s 45(1)]. A guardian of a person under a disability may vote on behalf of the person.

DISCLOSURE OF INTEREST

A person who attends and is entitled to vote at a meeting of a strata corporation, and who has a direct or indirect financial 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. Failure to do so is an offence with a maximum penalty of $15 000. [s 34A(3)] See also Disclosure of interest by a proxy (below).

PROXY VOTING

Unit owners may appoint in writing a 'proxy' or someone to vote for them if they will not be present [s 34(2a)]. The proxy may be another unit owner, a tenant, relative or friend. The strata manager or an employee of the strata manager may also be appointed as a proxy, but if they no longer have these roles, the proxy also ends[s 34(3c)]. Even if a proxy nomination has been made, a unit owner may attend and vote at meetings on his or her own behalf [s 34(3a)(f)].

How to appoint a proxy

The nomination of a person as a proxy of a unit owner must be [s 34(3a)(a)]:

- sent in writing to the secretary of the strata corporation, and
- state whether the nominated person is nominated to attend and vote
  - ▷ at all meetings, and in relation to all matters, on behalf of the unit owner, or
  - ▷ only at specified meetings, or in relation to specified matters, on behalf of the unit owner.

Failure to comply with these requirements of section 34(3a)(a) will make the nomination invalid [s 34(3b)].

SAMPLE PROXY NOMINATION

I [your full name], the owner of [your unit number], [the strata corporation's address] appoint [proxy's full name] of [proxy's address] to attend and vote on my behalf:

▷ at all meetings of the strata corporation, and in relation to all matters,

or

▷ to attend and vote only at these meetings .....(specify).

or

▷ in relation to these matters .....(specify).

(cross out what does not apply)

DATED:
SIGNED:

Disclosure of interest by a proxy

DECLARATION OF A UNIT OWNER'S INTEREST

If the proxy is required to vote in a particular way in relation to a matter in which the unit owner has a direct or indirect financial interest (other than an interest that the unit owner has in common with all the owners of the strata units), the nomination must specify the nature of the unit holder's financial owner's pecuniary interest [s 34(3a)(c)]. In addition the proxy must declare the unit owner's interest before the vote is taken [s 34A(1)(b)]. Failure to declare the unit owner's interest is an offence with a maximum penalty of $15 000.

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DECLARATION OF A PROXY'S INTEREST TO THE MEETING

Similarly, if the proxy themself has a direct or indirect financial 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 34A(3)]. 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 financial interest in any matter to be voted on at a meeting (other than an interest that a proxy who is a co-owner has in common with all the other co-owners [s 34A(2)]), 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 reveal the nature of the interest to the person who nominated them as soon as possible after the vote is taken. Failure to do so is an offence with a maximum penalty of $15 000 [s 34A(1)(a)].

Conditions on a proxy

A proxy nomination may specify conditions [s 34(3a)(b)] for example, how the unit owner requires the proxy to vote on certain matters. See also **Declaration of a unit owner's interest** above.

Period of proxy nomination

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 34(3a)(e)]. However, the nomination may be withdrawn earlier at any time by the unit owner, by giving written notice to the secretary [s 34(3a)(d)].

An attorney as a proxy

A person who has been appointed to exercise a general power of attorney or an enduring power of attorney may vote on behalf of a unit owner. Note that, if a person is appointed by general power of attorney specifically for the purpose of attending and voting at meetings, or specified meetings, of the strata corporation, the appointment is (despite any provision of the Powers of Attorney and Agency Act 1984 (SA) or the terms of the general power of attorney) only effective for a period of 12 months. The unit owner can, of course, specify a lesser period in the power of attorney, or revoke the power of attorney at any time[s 34(3d)].

If a general power of attorney appoints a body corporate manager specifically for the purpose of attending and voting at meetings, or specified meetings, of the strata corporation, a copy of the general power of attorney form must be provided to the secretary of the corporation before the meeting, or the first of the meetings, to which it relates [s 34(3e)].

Proxy forms must be available for inspection

The secretary of the corporation must ensure that a copy of each written proxy nomination, and each general power of attorney form appointing a body corporate manager, is available for inspection at a meeting before any matter is voted on. Failure to do so may incur a maximum penalty of $500 [s 34(3f)].

ABSENTEE VOTES

A unit owner may exercise an absentee vote by giving the secretary of the strata corporation written notice of the proposed vote at least six hours before the meeting [s 34(4)].

RIGHT TO VOTE

Normally, all voters must be paid up members of the corporation; however non-financial members of the corporation can vote for or against a motion requiring a unanimous resolution [s 34(7)].

APPLICATION TO DISPENSE WITH A VOTE

If a unit owner is under a disability or cannot be found, the strata corporation or any other person with a proper interest in the matter may apply to the Magistrates Court (minor civil action jurisdiction) to dispense with the need to have the unit owner vote [s 45(2)].

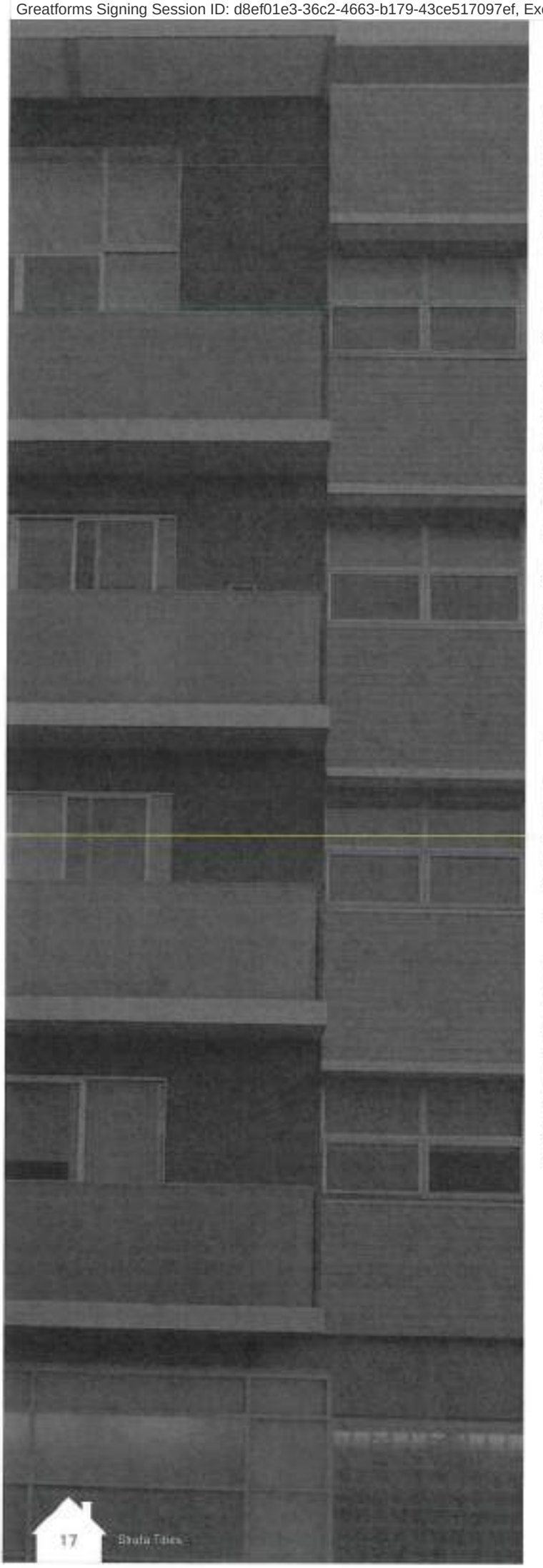
WRITTEN BALLOT

A written ballot may be demanded by a unit owner (or a proxy of a unit owner) attending a meeting [s 34(5)]. The person presiding at a meeting has the power to manage a written ballot as they think fit [s 34(6)].

Remote communication and written ballots

A person attending a meeting via remote communication such as telephone [s 33(11); reg 9B(3)] may participate in a written ballot if it is provided for in the corporation's articles, or if approved and arranged by the secretary. If the situation of a written ballot is not covered in the articles 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 34(6)].

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TYPES OF RESOLUTIONS

Ordinary resolutions

An ordinary resolution is one passed at a properly organised meeting of the corporation by a simple majority of the votes of unit owners present and voting on the resolution (s 3). Decisions of a strata corporation are made by ordinary resolution unless the Act or articles specify otherwise.

Special resolutions

Special resolutions must be proposed by at least 14 days written notice to all unit owners, including the terms of the proposed resolution and the reasons for the proposed resolution (s 3(1)(a)).

A special resolution is required to:

- change or adopt new articles (s 19(2))
- authorise the construction , alteration, demolition or removal of a building or structure, or authorise changes to the external appearance of a building by a unit owner (s 29(1)(b))
- approve any special insurance (s 31(3)).

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 unit owners are present and entitled to vote (s 3(1)(a)).

WHEN THERE ARE TWO OR THREE UNITS

When there are only two units, both unit owners must agree to achieve a special resolution. When there are three units and the owner of each unit is entitled to 1 vote, a special resolution is achieved if the resolution is passed at a properly convened meeting of the strata corporation at which either no vote, or only 1 vote, is cast against the resolution (s 3(1)(a)).

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SPECIAL RESOLUTION EXAMPLE 1.

If the number of units is 12 and 8 unit owners are present at the meeting

If the number of units is 12,

then: the total number of votes that could be cast at a meeting at which all unit holders are present and entitled to vote is 12

and: 25% of 12 = 3

thus: for the resolution to pass, no more than 3 votes may be cast against it.

Assuming the meeting has been validly called and 8 of the 12 unit holders are present,

then: the motion fails if 4 vote against it.

result of vote	against	for	abstain
Pass	0	8	0
	1	7	0
	2	6	0
	3	5	0
	3	4	1
Fail	4	4	0

SPECIAL RESOLUTION EXAMPLE 2.

If the number of units is 6 and 4 unit owners are present at the meeting

If the number of units is 6,

then: the total number of votes that could be cast at a meeting at which all unit holders are present and entitled to vote is 6

and: 25% of 6 = 1.5

thus: for the resolution to pass, no more than 1 vote may be cast against it.

Assuming the meeting has been validly called and 4 of the 6 unit holders are present,

then: the motion fails if 2 vote against it.

result of vote	against	for	abstain
Pass	0	4	0
	1	3	1
	1	2	1
Fail	2	2	0
	2	1	1
	3	1	0

Unanimous resolutions

A unanimous resolution is the same as a special resolution but passed without any dissenting (opposing) vote, that is nobody must vote against the resolution. Any unit 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 when:

- acquiring, dealing with or disposing of real property [s 26(3)]
- granting to a unit owner exclusive use of part of the common property for a specified period [s 26(4)]
- distributing surplus funds from the sale of land [s 26(6)]
- determining contributions other than on the basis of unit entitlement [s 27(3)]
- permitting a unit owner to grant a lease or license over part of the unit to someone other than another unit owner (but no authorisation is required in relation to a lease or licence over the whole of a unit) [s 44(2)(b)]
- amending the strata plan [s 12]
- amalgamating with another adjacent strata plan [s 16].

Note that, although a special resolution is required to make alterations or additions to a unit, a unanimous resolution is required if the alterations affect the boundaries of a unit or the common property. Any changes to unit or common property boundaries must be ratified in an amendment to the strata plan which must be lodged together with an application to amend the plan in the Lands Titles Office.

WHEN A UNANIMOUS RESOLUTION IS NOT OBTAINED

Where a unanimous resolution is necessary but is not obtained, but the resolution is supported to the extent necessary for a special resolution, then a person included in the majority in favour of the resolution may apply to the Magistrates Court or the Supreme Court to have the resolution declared sufficient to authorise the particular act proposed [s 46].

Notice of an application to convert a special resolution to a unanimous resolution must be served on every person who was entitled to vote and did not, either in person or by proxy, vote in favour of the resolution. The court may also order that any other person the court declares to have a enough 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 46].

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Meeting and Proxy Checklist

WHAT IS A 'PROPERLY CONVENED' GENERAL MEETING?

1. The meeting must be called by an authorized person/s (the secretary, or any two members of the management committee, or one fifth of the unit owners).
2. Anyone proposing to convene a meeting of the members of a strata corporation must take reasonable steps to ensure that the proposed day, time and place are reasonably convenient to a majority of members of the corporation. It is possible to set the date for the next annual general meeting at the annual general meeting. While the date can be set a year in advance, it is advisable, particularly in smaller corporations, to have a clear process whereby unit owners can notify the secretary of their circumstances and request a change in the day or time.
   The ability to attend a meeting via remote communication may also be taken into account.
3. Correct notice must be given: 14 days written notice, including the agenda, must be given to all unit owners.
4. If the meeting is not an annual general meeting, the agenda must include the text of any unanimous or special resolutions to be moved at the meeting and a motion confirming the minutes of the previous general meeting.
5. If the meeting is an annual general meeting, certain items must be placed on the agenda (see General meetings: Agenda).
6. A quorum (half of the members) must be present in person, by validly appointed proxy, or by remote communication. To check the rules for appointing a proxy, see Voting: Proxy voting.
7. The meeting must be chaired by the presiding officer, or, if the presiding officer is not present, by another
   person present and appointed by the meeting. Alternatively, the strata manager may chair the meeting if a majority agrees.

APPOINTING A PROXY

YOU MAY APPOINT A PROXY BY PREPARING A WRITTEN NOTICE.

1. The nomination of a person as a proxy of a unit owner must be sent in writing to the secretary of the strata corporation. The secretary must have the nominations available for inspection at a meeting before any matter is voted on.
2. A nomination must specify whether the nominated person is nominated to attend and vote at all meetings, and in relation to all matters, on behalf of the unit owner, or only at specified meetings, or in relation to specified matters, on behalf of the unit owner.
3. If the proxy may only attend specific meetings, these must be stated. If the proxy may only vote on certain matters, these must be stated.
4. If you want your proxy to vote in a certain way on a specific matter, this condition must be stated on the nomination.
5. If the proxy is required to vote in a certain way in relation to a matter in which you have a direct or indirect pecuniary interest, the nomination must specify the nature of your pecuniary interest.
6. Remember that any proxy nomination only remains effective for a maximum of 12 months.

YOU MAY APPOINT A PROXY BY GRANTING A GENERAL POWER OF ATTORNEY.

1. The ability to attend and vote at meetings is included in the powers your attorney has. Alternatively, you may appoint an attorney specifically for the purpose of attending and voting at meetings, or specified meetings, of the strata corporation.
2. The secretary must have the general power of attorney forms available for inspection at a meeting before any matter is voted on.
3. If you appoint a strata manager as your attorney, the power of attorney form must be sent to the secretary before the first of the meetings to which it relates.
4. Remember that the appointment of your attorney as your proxy only remains effective for a maximum of 12 months.

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Financial Matters

EXPENDITURE STATEMENTS [S 33A]

An expenditure statement must be presented by a strata corporation to each annual general meeting of the corporation. The statement must include [s 33A]:

- for the current financial year, the estimated expenditure of a recurrent nature and the estimated expenditure of a non-recurrent nature
- in relation to reserve funds, 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 unit owners to cover the current financial year expenditure and reserve funds.

Recurrent expenditure is expenditure for a particular purpose that is normally made every year or more frequently [s 33A(5)].

Forward budget (sinking fund budget)

While strata corporations are not required to have sinking funds (unlike community title corporations, which must do so), certain strata corporations are required to present forward budgets at their annual general meetings.

EXEMPT CORPORATIONS

Strata corporations with six or less strata units, and strata corporations with improvements (including buildings or other structures) 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 9C(3)].

CORPORATIONS REQUIRED TO HAVE FORWARD BUDGETS

For corporations with seven to twenty units, and with improvements (including buildings or other structures) 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 (ongoing costs) for a three year period. New information must be presented about proposed non-recurrent expenditure every three years [reg 9C].

For corporations with more than twenty units, and with improvements (including buildings or other structures) 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 [reg 9C].

Strata managers

The business of properly running a strata corporation, such as keeping records and running meetings, can be complex, particularly when there is a large number of units in a group. Many strata corporations choose to select a strata manager to assist in running the affairs of the corporation. Professional strata management firms charge for these services.

A strata manager can only carry out the powers and functions delegated to them by the corporation and stated in the contract appointing them. A strata manager does not have any powers independent of the corporation. Strata managers have to act in the best interests of the corporation; if they do not, they can be sued for negligence by the strata corporation. As a preventative measure, it is advisable for a corporation to maintain an active involvement in its affairs.

The legal responsibilities of the strata corporation do not change with the appointment of a manager. It must still have a presiding officer, a secretary and a treasurer, who must all be unit owners, and is still legally liable for decisions made on its behalf.

DELEGATION OF POWERS AND FUNCTIONS TO A STRATA MANAGER

By an ordinary resolution [s 27A(3)] a corporation can delegate the following powers or functions to a strata manager, so that the strata manager can deal with them on the corporation's behalf s 27A(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. However, a strata manager cannot do anything which requires a special or unanimous resolution of the corporation [s 27A(4)].

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A corporation can place conditions on the exercise of any delegated power or function [s 27A(5)]. Even if a corporation has delegated powers or functions to a strata manager, it is still able to exercise those powers or functions itself [s 27A(5)].

APPOINTING A STRATA MANAGER

Strata managers (also called 'body corporate managers') can be appointed at a general meeting by an ordinary resolution [s 27A(3)], although the power to appoint may be delegated to a management committee [s 35(2)]. If it proposed to appoint a strata manager (or extend or renew a strata manager's contract) at an annual general meeting, then the agenda for the meeting must include [reg 9A]:

- the text of the resolution to enter into, or renew or extend, the contract
- where and when a copy of the contract or proposed contract, including the attached schedule of the strata manager's professional indemnity insurance policy, and the required explanatory pamphlet, can be viewed or obtained by members of the corporation
- proposed controls on expenditure by the strata manager.

Documents to be provided

The following requirements must be met when selecting a strata manager, or renewing or extending a contract with a strata 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 strata manager, the strata manager must make available for inspection by unit owners [s 27B(8)]:

- a pamphlet setting out the role of the manager and the rights of the strata corporation [reg 8B(4)]
- a copy of the proposed contract, which must have attached to it a copy of the schedule to the policy of professional indemnity insurance kept by the strata manager [reg 8B(1)].

THE PAMPHLET

The pamphlet must state the rights of the corporation to [reg 8B(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 27B(3)]:

- be in writing
- specify the term of the contract
- set out the functions or powers to be delegated
- specify the rights of the strata corporation to terminate the contract under certain circumstances (see **Strata managers: Ending a strata manager's contract**)
- 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 [reg 8B(3)(a)]
- contain an undertaking by the body corporate manager that the body corporate manager will allow any unit owner of the strata corporation to inspect, at any time during ordinary business hours, the records of the strata corporation in the possession or control of the body corporate manager and specifying how an inspection can be arranged [reg 8B(3)(b)]
- have annexed to it, in accordance with reg 8B(1), a copy of the schedule to the policy of professional indemnity insurance maintained by the strata manager.

THE PROFESSIONAL INDEMNITY INSURANCE POLICY SCHEDULE

The professional indemnity insurance policy schedule must state [reg 8B(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.

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DUTIES OF STRATA MANAGERS

Professional indemnity insurance

A strata manager must have professional indemnity insurance of at least $1.5 million per claim during a period of 12 months [reg 8B(2)]. A corporation's strata manager must maintain this level of professional indemnity cover while working for the corporation [s 27B(2)(c)].

Duty to act in the best interests of the corporation

When doing work for the corporation, a strata manager must [s 27C(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 strata manager, or their employee or agent, has a financial interest in a matter in relation to which they propose to perform delegated functions or powers, the strata manager must disclose the nature of the interest, in writing, to the corporation before carrying out the functions or powers [s 27D(1), (2)]. Failure to do so is an offence, with a maximum penalty of $15 000.

For example, if a strata 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 (mow lawns, clean gutters etc.), the strata manager would have to inform the corporation in writing about the commission before entering into a contract with the company.

See also **General meetings: Disclosure of interest by chair, and Voting: Disclosure of interest by a proxy.**

Access to records

If a unit owner requests, a strata manager must provide the unit owner, on a quarterly basis, with a statement setting out details of the strata manager's dealings with the corporation's money. The strata manager must continue to provide the statements until the person stops being a unit owner or withdraws their request. Failure to provide this information when requested is an offence, with a maximum penalty of $500 [s 27D(5)].

If a unit owner requests access to records of the strata corporation, a strata manager must make the records available for the unit owner to inspect within 10 business days of the request [s 27D(7)(a)]. If the unit owner asks for copies of any records, on payment of a fee (no more than $1.20 per page [reg 8C(3)]), the strata manager must also provide copies [s 27D(7)(b)]. Failure to provide access or copies is an offence, with a maximum penalty of $500.

Trust account audits

Strata managers or any agent who is permitted by the strata corporation to receive and hold money on behalf of the corporation are under strict legal obligations. An audit report of the strata manager's trust account in relation to a corporation must be sent to the secretary of the strata corporation each financial year [s 36H, reg 20(1)]. In addition, a statement setting out details of dealings by the strata manager or agent with the corporation's money must be produced to the strata corporation upon request [s 36G(3)], and all financial records must be kept for at least five years [s 36G(4)]. 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.

Return of records and trust money

If a corporation withdraws the delegations it has given to a strata manager (if the corporation dismisses the strata manager or if the contract between them is not renewed), then the strata manager must return all records and trust money.

RETURN OF RECORDS

Within 10 business days of the delegations being withdrawn, records must either be returned by mail sent by registered post, or be made available for collection [reg 8C].

RETURN OF TRUST MONEY

Within 10 business days of the delegations being withdrawn, trust money must either be returned by electronic funds transfer, or by cheque sent by registered post, or be made available for collection [reg 8C].

Ending a strata manager's contract

A corporation's contract with a strata manager must state the term of the contract. If a corporation wishes to end a contract before the end of the term because it believes the strata manager is not performing well, it is advisable for the corporation to obtain legal advice. If the corporation believes the strata manager has breached their duty to act in the best interests of the corporation, or any other duties under the Act, the corporation is entitled to seek to end the contract. If the corporation and the strata 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. This process involves making an application to the Magistrates Court (minor civil action jurisdiction).

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A corporation may end a strata 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 [s 27B(5)], 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 [s 27B(4)].

Rights of Unit owners

COMPLIANCE WITH THE ARTICLES

Unit owners have certain responsibilities as outlined in the articles of the strata corporation. In addition to complying with the articles themselves, unit owners are also required to take reasonable steps to make sure that their visitors or tenants do not breach the articles [s 20].

CONTRIBUTIONS

Unit owners must keep up their contributions to the corporation. If the funds are not paid, they are recoverable as a debt [s 27(5)], which means the corporation can sue the unit owner for the money, possibly with interest added at a rate reasonably decided by the strata corporation [s 27(4)(b)]. If you buy a unit and there is a contribution owing, you as the new owner are legally responsible for that contribution [s 27(5)]. Check carefully before buying any unit as there may be debts outstanding on that unit.

DEBTS OF THE STRATA CORPORATION

If the strata corporation does not or cannot pay its debts, the individual unit owners are personally responsible. The corporation's debts are enforceable against each or any of the unit owners directly [s 21(1)]. If the corporation has a debt, the unit owners have, amongst themselves, the right of contribution to the debt based on their respective unit entitlements [s 21(2)].

WORK BENEFITTING PARTICULAR UNITS

Certain unit owners may have to pay for work which substantially benefits their own particular unit or group of units and not the strata corporation as a whole. However, this may be difficult to determine. Consider the example of a leaking pipe causing damage to one particular unit. If the pipe was common property, then the cost of repairs would have to be borne by the corporation. On the other hand, if the pipe was not common property, then the individual unit owner would be responsible.

STRUCTURAL WORK

Unit owners must seek permission from the strata corporation before starting any building or structural work, or generally altering the outward appearance of a unit [s 29], for example, installing an air conditioner or external awnings. An exception is if work is required because of an order under the Housing Improvement Act 1940 (SA).

Structural changes that affect the definition of a unit or what exists on the common property should be recorded by amending the strata plan lodged with the Lands Titles Office. Failure to do so may affect ownership of a unit and insurance policies held by unit owners and the corporation.

RIGHT OF ENTRY TO ANOTHER UNIT

A unit owner, or a person authorised by them, has the right of entry into another unit, after giving such notice to the other unit owner as may be practicable in the circumstances, if [s 42]:

- the proper supply of hot or cold water, gas, electricity, heating oil or air-conditioned air to their unit fails, or
- the sewerage, garbage or drainage system as it affects their unit fails to operate properly, and
- another unit must be entered in order to investigate the cause of the failure, or to carry out necessary repairs.

Reasonable force may be used to enter the other unit, but any damage to the other unit must be immediately made good at the expense of the unit owner exercising the right of entry.

Disputes

Disputes often arise when people live close together. Problems with a strata corporation can arise, for example, if the requirements of the Act are not followed, if the common property is not maintained or there are complaints about how meetings are run. In most cases, problems can be resolved within the corporation, and often a community mediation service can assist to sort out problems.

The strata corporation can intervene where a dispute between unit owners involves a breach of the articles, for example where a unit owner continues to play loud music late at night. The strata corporation may write to the unit owner and point out that there has been a breach of the articles and that, under the Act the unit owner is bound by the articles (see also Articles: Breaches of the articles). In other disputes not involving a breach of the articles, the strata corporation may also try to intervene (usually through its management committee or strata manager) to sort out the problem.

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APPLICATION TO THE MAGISTRATES COURT

If no resolution can be worked out, then an application may be made to the Magistrates Court as a minor civil action [s 48A] to decide the matter. If the matter is particularly complex or significant [s 41A(5)], a unit owner can seek the permission of the District Court to start proceedings there [s41A(3)]. Alternatively, the District Court can agree to transfer proceedings begun in the Magistrates Court to the District Court [s 41A(4)].

An application can be made to the court by [s 41AA]:

- a strata corporation
- the owner or occupier of a unit (including a tenant)
- a person who has contracted to purchase a unit
- any other person bound by the articles of a strata corporation except for persons invited to or visiting the site.

The court can deal with disputes where [s 41A]:

- it is claimed a breach of the Act or the articles of the corporation has occurred
- an occupier of a unit claims to have been prejudiced by the wrongful act or default of the strata corporation, or a delegate (including a strata manager), or the management committee, or some other member of the strata corporation
- a member of a strata corporation claims that a decision of the strata corporation, or a delegate (including a strata manager), or the management committee is unreasonable, oppressive or unjust
- any aspect of the occupation or use of a strata unit is in dispute between a strata corporation and a member of the corporation, or between two or more members of a strata corporation.

The strata corporation may appoint a member of the corporation to represent it in any proceedings [s 41A(8)], or it may be represented by its strata manager.
The court may [s 41A(9)]:

- order a party do something
- order that a party refrain from any action, or stop doing something
- request further information or records
- order that accounts be audited
- decide on the validity of an article
- decide on the validity of a decision of the corporation
- order that the articles of asscciation be altered
- reverse or vary any decision of the corporation or management committee
- vary, avoid or terminate a contract entered into between a strata corporation and a strata manager or an associate of the strata manager (the court will only do so if it is satisfied that the contract involves a breach of fiduciary duties or other duties under the Act)
- award money as damages or compensation
- make any other incidental or ancilliary orders
- make an interim order in urgent matters [s 41A(11), (12)].

Any person who fails to comply with an order of the court is guilty of an offence with a maximum penalty of $2 000 [s 41A(13)].

APPOINTMENT OF AN ADMINISTRATOR

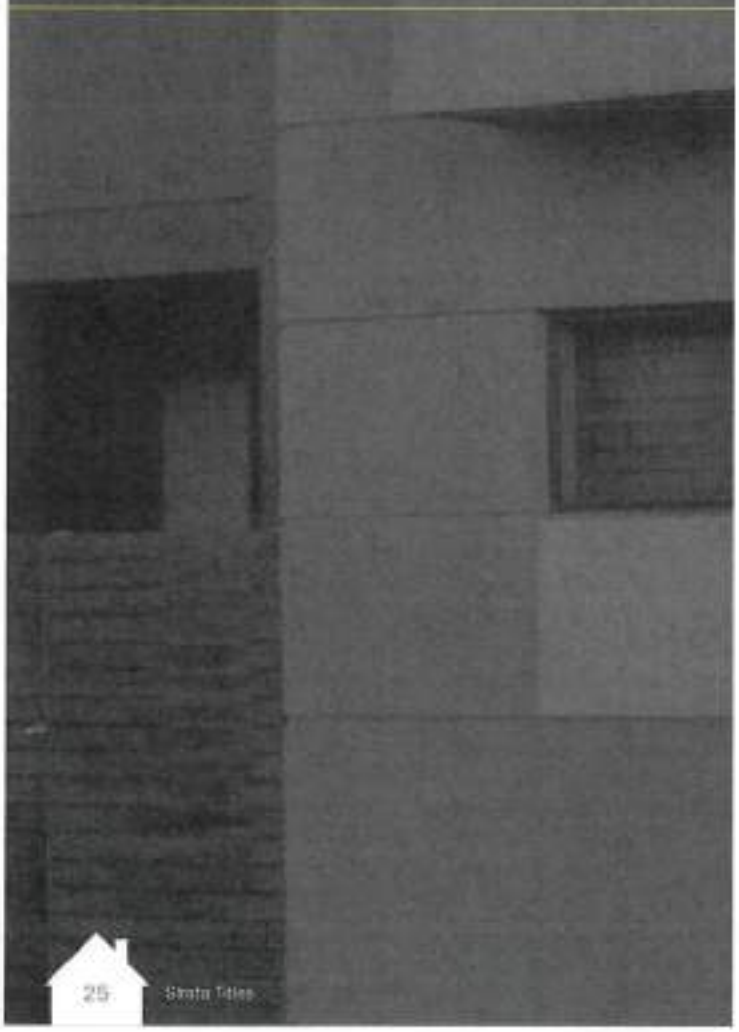
If substantial problems arise, the corporation, a creditor of the corporation, a unit owner, or someone with a registered interest in a unit (for example, a mortgagee) can apply to the Magistrates Court or Supreme Court to have an administrator appointed to take over the affairs of the corporation [s 37]. Any application to court would only be in extreme circumstances, and the court would be reluctant to appoint an administrator unless incompetence or illegality was clearly shown. An administrator has wide powers and can do anything for which a special or unanimous resolution is usually required [s 37(2)]. The legal costs relating to the appointment of an administrator and remuneration of the administrator are payable from the funds of the strata corporation [s 37(4)].

EVICTING A TENANT

If a tenant of a unit uses the unit for an illegal purpose or causes a nuisance or interferes with the reasonable peace, comfort or privacy of occupiers of the other units, then the affected person or persons can apply to the Residential Tenancies Tribunal (soon to be the Civil and Administrative Tribunal) to terminate the tenancy. Legal advice should be sought in this situation.

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Buying a strata unit

MATTERS TO BE CONSIDERED IN PURCHASING A STRATA UNIT

There are particular issues related to buying a strata unit. Effectively, you are buying into a strata corporation and will become a member of the strata corporation. As well as being responsible for maintaining your own unit, you will share the responsibility for maintaining the common property (the external structure and foundations of the buildings and pipes, cables, wires, ducts and drains).

As a potential buyer, you may apply to the strata corporation for a range of information for moderate fees (see **The strata corporation: Access to information by unit owners**).

If you enter a contract, the vendor must provide certain information (see below), including the notice in Division 3 of the Schedule of Form 1, *Land and Business (Sale and Conveyancing) Regulations 2010 (SA)*, which sets out a range of issues to consider when buying into a strata corporation. The following issues are part of the notice:

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.

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.

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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.

INFORMATION AND DOCUMENTS A VENDOR IS REQUIRED TO PROVIDE

Along with the information that must be provided in relation to any proposed sale of land, certain information about a strata corporation must also be provided under Division 2 of the Schedule of Form 1, Land and Business (Sale and Conveyancing) Regulations 2010 (SA):

- particulars of contributions payable in relation to the unit, including details of arrears of contributions related to the unit
- particulars of the assets and liabilities of the strata corporation
- particulars of expenditure that the strata corporation has incurred, or has resolved to incur, and to which the unit owner of the unit must contribute, or is likely to be required to contribute
- particulars of the unit entitlement of the unit.

The following documents should also be provided:

- a copy of the minutes of the general meetings of the strata corporation and management committee for the preceding 2 years
- a copy of the statement of accounts of the strata corporation last prepared
- a copy of current policies of insurance taken out by the strata corporation
- a copy of the articles of the strata corporation (copies of the articles may also be obtained from the Lands Titles Registration Office).

Note that, if the vendor has no agent but the purchaser has an agent, the purchaser's agent must apply for the information s 9(2) Land and Business (Sale and Conveyancing) Act 1994 (SA).

The notice in Division 3 of the Schedule of Form 1 must also be provided to the purchaser. This notice sets out a range of issues to consider when buying into a strata corporation.

DOCUMENTS YOU MAY INSPECT

You are entitled to inspect (look at) [s 41(1), reg 11]:

- a copy of the accounting records of the corporation (fee: $5)
- the minute books of the corporation (fee: $5)
- any documents received by the strata corporation from the original registered proprietor under s 38(3), including the duplicate certificate of title for the common property of the strata corporation (fee: $5)
- a copy of any contract with a strata manager (no fee)
- the register of unit owners (no fee).

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Common Questions

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Annual general meeting

WHEN SHOULD WE HAVE AN ANNUAL GENERAL MEETING?

The strata corporation must hold the next annual general meeting no more than 15 months after its last meeting. An annual general meeting should be held in every calendar year [s 33(4)].

Approval for structural work

AN OWNER IN OUR BLOCK OF UNITS WANTS TO PUT AWNINGS ON THE OUTSIDE OF THE BUILDING TO SHADE HER KITCHEN WINDOWS FROM THE AFTERNOON SUN. DOES SHE NEED PERMISSION FROM THE CORPORATION TO DO THIS?

Yes. The decision to alter the external appearance of the units must be taken by the corporation. A special resolution of the corporation will be required to grant permission for this work [s 29].

Attendance by proxy at meetings

I AM A MEMBER OF THE MANAGEMENT COMMITTEE BUT FIND IT HARD TO GET TO EVERY MEETING. CAN I APPOINT A PROXY (SOMEONE TO VOTE FOR ME) FOR THESE MEETINGS OR AT GENERAL MEETINGS?

If a member of the management committee is unable to attend a committee meeting, they can appoint another unit owner as their proxy [s 35(7)].

However, for a general meeting, there are strict rules about the appointment of a proxy: the nomination must be sent in writing to the secretary of the strata corporation; it must specify whether the nominated person is nominated to attend and vote at all meetings, and in relation to all matters, on behalf of the unit owner, or only at specified meetings, or in relation to specified matters, on behalf of the unit owner.

Auctions and sales

CAN I SELL MY UNIT AT ANYTIME? CAN I HOLD AN AUCTION IN MY UNIT WHEN I WISH TO SELL IT?

Yes. There are no limits on the sale of a unit by the unit owner, but you will need the corporation's permission to place an auction or sale sign on common property.

Auditing

DO WE HAVE TO MAKE SURE THE CORPORATION BOOKS AND RECORDS ARE AUDITED?

This depends on whether your strata corporation has appointed a strata manager or agent to receive and hold money on behalf of the corporation. A manager or agent must keep money in a trust account and has a legal obligation to have the trust account audited at regular intervals. The Act does not require a member of the corporation who is the treasurer or holds corporation money to have accounts audited; however the appointment of an auditor is sensible to make sure that a proper statement of accounts has been prepared. This should be balanced against the cost of auditing the accounts.

Bank Accounts

HOW DO WE OPEN A NEW BANK ACCOUNT IN THE NAME OF THE CORPORATION?

Section 26(1)(c) of the Act gives the corporation the power to open and maintain a bank account. The bank will require evidence that the account owner is an incorporated body. This could include a copy of the deposited Strata Plan, a copy of the common property title or a copy of the deposit slip. These can all be requested from the Lands Titles Office with payment of the prescribed fee.

A strata manager can be asked to open a bank account for the corporation. If there is no strata manager, the bank may also wish to see evidence that the individual/s opening the account on behalf of the corporation have the power to do so. Minutes of the general or management committee meeting giving authority to open the account would usually be accepted.

Books and records

I HAVE RECENTLY BEEN ELECTED TREASURER AND SECRETARY OF OUR CORPORATION. WHAT SORT OF BOOKS AND RECORDS DO I HAVE TO KEEP?

The requirements in relation to maintaining and keeping records of the corporation may be delegated to a strata manager. If this function is not delegated, as the treasurer, you must keep all accounting records relating to receipts and expenditure of the corporation and management committee.

As the secretary, you are responsible for administrative and secretarial matters for the corporation and the management committee. Record keeping is part of this function. If the function of maintaining and keeping records has not been delegated to a strata manager, you must keep: a register of the names of the unit owners; minutes of all meetings; notices and orders served on the corporation; copies of correspondence received or sent by the corporation; notices of meetings of the corporation and its management committee; the duplicate certificate of title for the common property of the strata corporation; documents received by the strata corporation from the original registered proprietor.

For further detail, see **The strata corporation: Records.**

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Calling meetings and initiating action

I HAVE ADVISED THE SECRETARY OF THE STRATA CORPORATION THAT REPAIRS ARE NEEDED TO MY WATER PIPES DUE TO TREE ROOT DAMAGE, BUT SHE HAS TAKEN NO ACTION. WHAT CAN I DO?

If the damage is the responsibility of the strata corporation, and the secretary is not acting when asked, the unit owner could approach any two members of the committee, or if the corporation does not have a management committee, the unit owners of one fifth or more units, and ask them to convene a general meeting. If the situation becomes an emergency, the unit owner could have the repairs done and bill the strata corporation. If all else fails, the unit owner could take the strata corporation to court, either to force them to take reasonable action, or to recover costs of repairs.

Car parking

VISITORS TO OTHER UNITS OFTEN PARK IN MY SPACE, OR ON COMMON PROPERTY, OBSTRUCTING MY ACCESS. WHAT CAN I DO TO STOP THIS?

Unit occupiers have an obligation under the articles to make sure that their visitors do not park in other unit owner's spaces, or parts of the common property not authorised for parking. The upset unit occupier can first talk to the other unit occupier about the problem. If the unit occupier is a tenant, the unit owner may also be approached, as they have an obligation to take reasonable steps to ensure that the tenant complies with the articles. If there is no resolution, the management committee or the corporation may be asked to intervene. If the problem continues, it is suggested that a community mediation service be approached. If the articles of the corporation provide for a penalty to be imposed for a breach of the articles, the corporation may impose a penalty on the unit occupier. As a last resort, an application can be made to the Magistrates Court for an order to prevent future breaches. If a court order is not complied with, fines or even gaol sentences can be imposed.

Corporation Records

I AM WORRIED ABOUT THE CORPORATION'S FINANCES. CAN I LOOK AT THE BOOKS AND RECORDS OF THE CORPORATION TO PUT MY MIND AT EASE?

Yes. The corporation must keep the minutes of meetings for 30 years and accounting records and correspondence for seven years. As a unit owner you can apply to the secretary or a committee member or the strata manager, and they must arrange for you to see the information you require within five business days after the request. Most information is provided free of charge to unit owners but some copying charges may apply (see The strata corporation: Access to information by unit owners). You may also arrange to have quarterly bank statements for all accounts maintained by the corporation.

Corporation address

WHAT IS THE STRATA CORPORATION'S OFFICIAL ADDRESS?

The official address of the corporation is that shown on the certificate of title issued for the common property in the name of the strata corporation. A corporation must keep a letter box with its name clearly shown on it for postal deliveries to the site. A post office box can only be used as the address of a corporation in districts where there is no postal delivery service. A document may be served on a strata corporation, its secretary or treasurer by posting or delivering to the address of the corporation.

Exclusive use of common property

ONE OF THE OWNERS IN THE BLOCK WAS GRANTED 'EXCLUSIVE USE' OF A LARGE 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 agree, by unanimous resolution, to grant exclusive use of the common property for a set period. A unanimous resolution is also required to revoke the exclusive use or for it to continue past the agreed date. If the exclusive use is not limited by time, it was an invalid resolution, as the Act requires any unanimous resolution allowing a unit owner exclusive use of a part of common property to be for a specified time.

ONE OF THE OWNERS HAS FENCED IN COMMON PROPERTY NEXT TO THEIR UNIT FOR THEIR OWN USE. CAN THEY DO THIS?

Excluding others from common property is contrary to the articles, as is using common property as a garden for a unit owner's own purposes. The corporation or management committee may treat this behaviour as a breach of the articles and go through the steps of communication – mediation – penalty (if possible under the articles) – Magistrates Court minor civil action.

Fences

THE FENCE AROUND MY UNIT IS OLD AND NEEDS TO BE REPLACED. SHOULD THE CORPORATION PAY FOR A NEW FENCE?

Generally, fences are common property and therefore the responsibility of the strata corporation. The corporation must maintain the common property to an acceptable standard, which may involve replacing or repairing the fence.

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However, a strata plan could specify that a fence is part of a unit, or a fence built by a unit owner may not be common property. If the fence is not common property, you as the unit owner, are responsible to maintain it. In fact, in this case, the corporation could require you to replace the fence. Legal advice should be sought in these situations.

How many members are allowed on the management committee?

FOR THE LAST 5 YEARS AT EACH ANNUAL GENERAL MEETING, OUR CORPORATION, COMPRISING 20 UNITS, HAS ELECTED A PRESIDING OFFICER, SECRETARY, TREASURER AND 7 OTHER MANAGEMENT COMMITTEE MEMBERS. THIS NUMBER OF PEOPLE ON ONE COMMITTEE SEEMS TO ME TO BE TOO MANY. HOW MANY PEOPLE ARE THERE SUPPOSED TO BE?

There is no maximum number for a management committee. A general meeting of the corporation can fix the numbers for a management committee and must elect the presiding officer, secretary and treasurer. If a unit owner thinks the management committee is too large they could raise this at a general meeting.

Improvements to common property

SOME OF THE UNIT OWNERS WANT THE CORPORATION TO INSTALL HAND RAILS ON THE COMMON STAIRS. WHAT WOULD BE NECESSARY TO HAVE THE WORK APPROVED?

As the common stairs are shared by all unit owners, they are considered common property. A simple majority vote at a general meeting can approve this addition to the common property. The corporation is responsible for public risk in the common property area and it may be sensible to install these rails.

Investing funds and borrowing money

OUR STRATA CORPORATION IS HOLDING FUNDS PUT IN BY THE UNIT OWNERS. WHERE CAN WE INVEST THESE SURPLUS FUNDS? SIMILARLY, IF THE CORPORATION WANTED TO BORROW MONEY, ARE THERE ANY RESTRICTIONS?

The Act states that the corporation's money should be in an account which does not expose the funds to great risk. If a strata manager or agent is authorised by the corporation to receive or hold money on the corporation's behalf, that money must be held in a trust account. Under the Act, the strata corporation can borrow money to carry out its functions. The articles can state who is authorised to borrow the money and from which financial institutions.

Management committee meetings

CAN I ATTEND MANAGEMENT COMMITTEE MEETINGS EVEN THOUGH I AM NOT ON THE COMMITTEE?

You can only attend those meetings with the committee's permission, or if the articles allow your attendance, or a general meeting decides you can attend.

Management committee vacancies

RECENTLY SOME MEMBERS OF OUR MANAGEMENT COMMITTEE RESIGNED AND THIS LEFT THE COMMITTEE WITHOUT A SECRETARY. WHAT DO WE DO?

The management committee can appoint a person to fill a casual vacancy until a permanent appointment is made at the next general meeting. The position of secretary must not be left vacant more than six months.

If the number of resignations takes the number of members below the number required for a quorum, and there is difficulty filling vacancies, decisions can still be made, but they will need to be ratified at the next committee meeting with a quorum, or at a general meeting of the corporation.

Negligence and Insurance

A TREE ON COMMON PROPERTY OVERHANGS THE STREET AND DROPS BERRIES. I AM WORRIED THAT A MEMBER OF THE PUBLIC MIGHT SUFFER INJURY. ARE WE RESPONSIBLE?

If a member of the public, or a unit owner, suffers injury as a result of the negligence of the strata corporation, then the strata corporation may be liable. This may include the strata corporation's negligence in not pruning or maintaining trees in a safe manner. All strata corporations must hold public liability insurance to the value of 10 million dollars to cover these risks.

DOES THE CORPORATION'S INSURANCE COVER A BURST HOT WATER SERVICE?

An insurance policy does not normally cover wear and tear. Unit owners and the corporation have a duty to maintain their equipment. However the building damage caused by a leaking hot water service may be covered.

Notice of meetings

A GENERAL MEETING OF OUR GROUP HAS BEEN CALLED BUT THEY HAVE GIVEN ME A NOTICE POSTED LESS THAN 14 DAYS BEFORE THE DATE OF THE MEETING. ARE THE DECISIONS OF THE MEETING LEGAL?

Written notice of the time, place and agenda of a general meeting must be given to all unit owners at least 14 days before the date of a meeting. Contact the secretary if you have not received a notice. You could point out that any decision made at the meeting would be invalid as the

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meeting was not properly called, and any decisions would need to be ratified at a properly convened meeting.

Ongoing costs

WHAT TYPES OF EXPENSES ARE INVOLVED IF I WISH TO OWN A STRATA UNIT?

Apart from the usual expenses associated with owning land (council rates, water and sewerage, gas, electricity etc.), as a member of the strata scheme you will be required to contribute to the costs associated with the running and maintenance of the scheme. These can be split into two categories: recurrent fees (those that occur on an annual basis), and costs for the long term maintenance of the scheme (often referred to as a sinking fund). Inquiries should be made with the strata corporation that administers the scheme to find out these additional costs.

Painting and gutters

CAN THE CORPORATION OBLIGE UNIT OWNERS TO CLEAN THE GUTTERS ON THEIR UNIT?

Gutters and roofs are common property. There is no reason why unit owners could not agree to clean their own gutters to reduce maintenance costs, but there is no legal obligation to do so. If a unit owner does not or cannot clean their gutters, the corporation remains liable for repairs. A thorough clean before winter is good preventative maintenance.

CAN OWNERS DECIDE TO SAVE MAINTENANCE COSTS BY PAINTING THE OUTSIDE OF THEIR OWN UNITS?

The corporation could agree to this arrangement but it carries some risks in that the end result could be poor or inconsistent. The corporation is liable in the first instance for fixing the external paintwork on a poorly painted unit.

Quorum

I LIVE IN A BLOCK OF 8 UNITS. AT OUR ANNUAL GENERAL MEETING ONLY THREE PEOPLE TURNED UP. IS THIS A QUORUM?

No business may be transacted at a general meeting unless a quorum of at least half the unit owners is represented (in person, or by validly appointed proxy, or by remote communication if this has been allowed). In your particular strata corporation, four persons entitled to vote would constitute a quorum. If a quorum is not present, the meeting must be adjourned for at least one week, but not more than 14 days, and written notice given to unit owners of another meeting. Then if after one half an hour of the relevant time less than half of the unit owners are represented, those present are entitled to work as a quorum.

Rates

I HAVE BOUGHT A UNIT IN A BLOCK OF THREE. DO ALL THREE OWNERS INDIVIDUALLY HAVE TO PAY THE WATER AND SEWERAGE RATES AND THE COUNCIL RATES?

Each of the units in your block will be billed separately for council and sewerage rates. However, unless there are separate water meters for each unit, there is no way to determine a unit's water usage. Contributions are normally paid by unit 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 strata corporation secretary; dividing the bill in percentages nominated by the corporation and billing owners separately; dividing the bill equally between the unit owners and billing them separately. Whatever the billing arrangement, the strata corporation is ultimately responsible to SA Water for the bill. Private water meters may be installed to each unit to determine how the SA Water account should be divided. There are costs associated with the installation and reading of private meters.

Renting

I AM RENTING OUT MY UNIT. DO I HAVE TO TELL THE STRATA CORPORATION? WHAT RIGHTS DO THE TENANTS HAVE IN RELATION TO THE STRATA CORPORATION? CAN THEY ATTEND AND VOTE AT MEETINGS? WHAT HAPPENS IF MY TENANTS CAUSE PROBLEMS FOR OTHER UNIT OCCUPIERS?

The unit owner must immediately notify the strata corporation of any change in the occupancy of the unit. Tenants do not have any voting rights in relation to the unit. However you may appoint your tenant as your proxy to attend general meetings and vote. You have an obligation to ensure your tenants abide by the articles of the strata corporation. It should be noted that it is not possible for a strata corporation to restrict your rights to rent your unit or to specify to whom the unit can be rented.

If your tenant causes the unit to be used for an illegal purpose, or interferes with the peace, privacy or comfort of other residents, the affected residents could approach the Residential Tenancies Tribunal for an order that your tenants be evicted.

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Salt (rising) damp

I OWN A UNIT IN A GROUP WHERE TWO OF THE OTHER UNITS HAVE PLASTER FALLING OFF FROM RISING DAMP. WHY SHOULD I PAY FOR DAMAGE INSIDE THEIR UNITS?

The building foundations are common property and the corporation is therefore responsible for maintaining the damp course that protects the walls. The corporation has an obligation to make good damage caused by rising damp that can be shown to come from the soil through the foundations.

Trees

WHO IS RESPONSIBLE FOR A TREE LOCATED IN A UNIT OWNER'S YARD?

Generally this needs to be determined by looking at the definition of what is a yard and common property on the strata plan. Reference to the care of trees within unit subsidiaries could be made in the articles so that any costs associated with the tree (including damage and trimming) can be allocated between the unit owner and the corporation.

Voting

OUR STRATA MANAGER HAS SENT THE OWNERS A POSTAL FORM TO VOTE ABOUT WHICH PAINTING QUOTE TO ACCEPT. IS THE RESULT BINDING ON ALL OWNERS?

The Act only provides for decisions to be made at a general or management committee meeting. However, the meeting could decide to authorise the strata manager to obtain quotes and select the preferred quote by postal vote.

What is common property?

I HAVE PAID FOR MY BLOCKED SEWER PIPE TO BE CLEARED, BUT THE SECRETARY REFUSES TO REIMBURSE ME, CLAIMING IT WAS NOT COMMON PROPERTY. WHO SHOULD PAY?

The issue of what is and what is not common property can cause many disputes. Generally speaking, the boundary of a unit is the internal surface of its walls, floors and ceilings, and a unit can also include an area known as a 'unit subsidiary' marked on the strata plan as being for the exclusive use of a particular unit, for example, a carport or garden area.

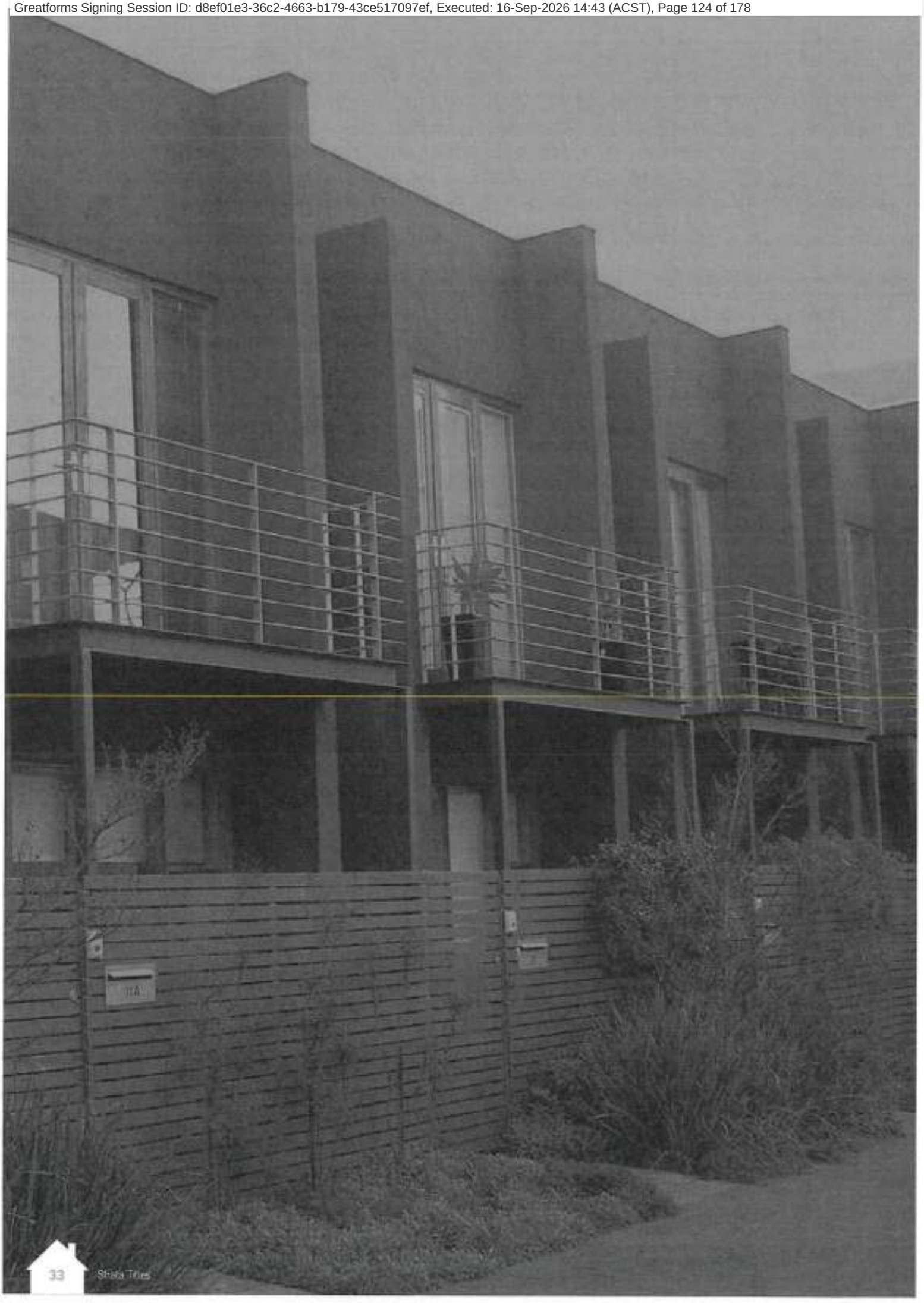
Common property comprises any land or space that is not within a unit, and such things as pipes, drains or electrical wiring that are not for the exclusive use of a unit. The strata corporation has a responsibility to maintain the common property. However, if the corporation carries out work that wholly or substantially benefits a particular unit, or group of units, then responsibility for payment may be placed on those unit owners. In past court cases, 'benefit' has been interpreted as meaning something more than ongoing maintenance. If the pipe serves only your unit it could be argued that the clearing of the pipes should be at your expense. The cause of the blockage may also be relevant to who pays the bill. If it was clearly your fault, for example, your child's toy blocked the pipe, then you may well have a responsibility to pay for clearing and possibly even repairs. On the other hand, if the blockage was caused by roots from a tree on common property then the corporation is liable.

White ants

I AM THE OWNER/OCCUPIER OF A UNIT IN A BLOCK OF 12. RECENTLY THE CORPORATION HAS DECIDED TO HAVE EACH UNIT TREATED FOR WHITE ANTS. I SUFFER FROM ASTHMA AND I AM CONCERNED ABOUT PESTICIDES AND THEIR EFFECT ON MY FAMILY AND THE ENVIRONMENT. CAN THE CORPORATION FORCE ME TO UNDERTAKE THIS WORK?

The corporation has an obligation to administer and maintain the common property for the benefit of all unit owners. This includes protecting the units from white ants as they come from outside the unit boundaries. Any white ant damage to a unit will need to be made good by the corporation. As the proposed work is for the benefit of the entire block of units the corporation would be allowed to treat your unit and recover the cost.

You could approach the presiding officer with your special reasons for an exemption or suggest an alternative treatment for your unit. If a suitable resolution cannot be reached, it is suggested you approach a mediation service. Finally, if there is still no satisfaction, the Magistrates Court can make a decision on the matter. It is advisable to obtain legal advice in this situation.


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Contacts

STRATA AND COMMUNITY ADVICE SERVICE
1300 366 424
Legal Services Commission
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

HOLDEN HILL
Tenancy 7, 560 North East Road
Holden Hill 5088
Telephone: 8111 5440

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 SA 5700
Telephone: 8686 2200

WHYALLA
Tenancy 7, 169 Nicolson Ave
Whyalla Norrie 5608
Telephone: 8685 2240

COMMUNITY MEDIATION SERVICES
www.saccls.org.au/cb_pages/mediation
Telephone: 8350 0376 / 1300 850 650

Mediation services can assist in the settlement of neighbourhood and other community disputes. Mediation is a voluntary process where trained mediators work with people in conflict to help them to resolve their differences. The role of the mediator is to listen, ask questions and find out the facts, not to blame anyone or take sides. With all the information, the mediator helps people to put together an agreement which 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 costs for both parties
- mediation sessions are conducted in private, unlike court proceedings
- it can contribute to the early resolution of problems, thereby reducing stress and anxiety
- both parties take responsibility for their role and are given the opportunity to resolve their own disputes.

Mediation services intervene in disputes at the request of at least one of the parties. If an approach is made to a service, the service can write to invite the other side to come to a mediation session to discuss the problem. Because attendance is voluntary from both sides, any party may withdraw from the resolution process at any time.

LAND SERVICES GROUP
Lands Titles Office
101 Grenfell Street
Adelaide 5000
Telephone: 8226 3983
www.sa.gov.au/landservices

COMMUNITY LEGAL CENTRES
Central Community Legal Service
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 5168
Telephone: 8384 5222

SOUTH EAST CLS
9 Penola Road
Mount Gambier 5290
Telephone: 8723 6236

WESTSIDE COMMUNITY LAWYERS INC.
Old Post Office
212 Port Rd
Hindmarsh SA 5007
Telephone: 83049009

PORT PIRIE OFFICE
60 Florence Street
Port Pirie 5540
Telephone: 1800 114 442

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1. WELCOME TO MIRA MONTE

You have chosen to live within the Mira Monte Estate, which provides a desirable lifestyle within a Strata Title development.

For Mira Monte to be enjoyed by everyone, each unit holder has rights and also some obligations, which owners and residents must observe.

The purpose of this handbook is to assist you to appreciate and fully use the benefit of the lifestyle offered within Mira Monte and also to provide you with a reference for the management and operation of the estate.

For the benefit of everyone living at Mira Monte and visitors, your attention is particularly drawn to the requirements in ***Attachments 1 & 2.***

2. EMERGENCY PROCEDURES AND CONTACTS

2.1 Fire - police - Ambulance

If you require the attendance of any of the emergency services please follow this procedure:

- For emergencies call the service required on telephone '000'
- Advise the address as Mira Monte Estate - Mount Barker Road Urrbrae - entrance opposite the Toll Gate
- Give the unit number and access procedure
- Particularly in the case of a fire or the need for police attendance, the Mira Monte office (8379 4361) should be informed of the situation as soon as possible after contacting the emergency service.

For non-urgent police attendance you should ring 131 444

2.2 Bushfire

Mira Monte is in the Adelaide Hills bushfire zone.
You should be constantly alert to any potential bushfire emergency during the summer period and follow any policy that applies to the estate.

3. THE STRATA CORPORATION AND YOU

3.1 The Strata Corporation

Mira Monte is Strata Corporation No. 7816 Incorporated under the Strata Titles Act 1988. Mira Monte Estate is managed in accordance with the Act.
A strata corporation under this Act comprises a parcel of land divided into components, Units and Common Property.
When you buy into Mira Monte you become a unit holder. All of the unit holders are members of the Strata Corporation and have equal rights and obligations. All unit holders are also guarantors of all the Strata Corporation's liabilities.

Key powers and functions of the Strata Corporation include:

- Administer and maintain the common property and other property of the corporation
- Enforce the articles of association
- Levy maintenance payments against unit holders
- Enter into contracts
- Maintain bank accounts, invest surplus funds, borrow money
- Insure the buildings and take out public liability insurance
- Require unit owners to carry out necessary work (such as plumbing) within the units
- Do other thing required by the Act

The Strata Corporation must have a Presiding Officer, a Secretary and a Treasurer, all of whom must be unit holders. One person can hold any two of these positions simultaneously.

Units
In the case of Mira Monte there are 72 units in either free standing or double buildings with each unit having attached subsidiaries outside of the unit.
Common Property
This comprises all of the land, buildings and improvements at Mira Monte not included in the units or the unit subsidiaries. All unit holders have a role in the management of the common property
Mira Monte Rules
There are a number of conditions that each unit holder must observe. Some of these are specified in the Strata Titles Act and are common to all strata developments and some have been developed specifically for Mira Monte to provide a safe and enjoyable environment for all residents. When you purchase a unit holding in Mira Monte or become a tenant you agree to abide by all of these conditions. The conditions also apply to your visitors.
These conditions are explained further in ***Attachments 1 & 2.***

3.2 Your Unit
You have exclusive use and responsibility for the maintenance of the unit you have purchased and the unit subsidiaries attached to it.
Your unit comprises everything within the space defined by the floor, the inside of the front veranda, the patio area and any upstairs balcony.
Outside of this area each unit holder is also responsible for the hot water service and all components of the air conditioning unit serving you unit.
The outside of the building is within the common property and therefore is maintained by the strata corporation.

3.3 Management of the Strata Corporation
The Strata Corporation may hold a general meeting anytime. These meeting can be called by the secretary of any two members of the management committee or one fifth of the unit holders (that is 15 unit holders in Mira Monte). The corporation must meet at least once every calendar year (the Annual General Meeting).
As provided for in the Strata Titles Act, the affairs of Mira Monte are managed by a management committee, which comprises the:

- Presiding Officer
- Secretary
- Treasurer
- Committee Members

All unit holders are eligible to serve on the management committee, which is elected for a one-year term by all the unit holders at each annual general meeting of the Strata Corporation.
The management committee is assisted by a company, which specialises in providing administrative services to strata corporations.
The Management Committee also has sub-committees, comprising members of the management committee, as follows:

- Maintenance Committee
- Lodge Committee

To find out the appropriate person on the Management Committee to contact on any matter, please contact the estate office.

The estate is served by full time staff, which includes the manager who resides on the estate.
Management Committee
The Mira Monte Strata Corporation has delegated the running of all of the day-to-day business to manage the estate to the management committee. A strata manager is also appointed to assist in running the affairs of the estate.
The management committee is appointed at each annual general meeting.
The management committee does not have the power to do anything for which a special or unanimous resolution is required as detailed in the Act.

The management committee must keep minutes and ensure accurate and proper accounts are kept. Members of the management committee are personally liable for any offences under the Strata Titles Act unless they can show why they were not responsible.

Maintenance Committee
This is a sub-committee of the management committee and has specific responsibility for matters to do with the maintenance of the common property, which includes the exterior of each unit. The estate manager is also a member of the maintenance committee.

Lodge Committee
This is also a sub-committee of the management committee and is responsible for the hiring, maintenance and general management of the lodge.

3.4 STRATA FEES

The fees to be paid by each and every unit holder are decided at an annual general meeting of the corporation.

The strata fees are due each quarter and cover:

- Operation and maintenance costs for all of the common areas including the maintenance of the outside of all units and the lodge.
- Staffing costs
- Management fees
- Insurances

Note: Unit holders are responsible for their own contents insurance and associated public liability.

4. MANAGEMENT OF THE ESTATE

4.1 The Office

The office is the focal point for the any matters to do with the management of the estate.
Office hours are Monday to Friday 9.00am to 1.00pm and 3.00pm to 5.00pm.
If you need to contact the manager at other times ring the office.

4.2 Estate Security

A feature of Mira Monte is the level of security. Remember that your actions can affect the security of all 72 units.

- The closed circuit television system (CCTV) allows you to answer a call from people you know and who will be specifically visiting your unit.
- Remote sensors and keys for the vehicle gate and remote sensors for the garage door are issued to each unit holder. These are for the use of unit holders only and are to be returned at the time of vacating a unit.
- The pedestrian gate has its own keypad code. Again this is for the use of the unit holders only and should not be given to others. As for security measure this code is changed from time to time.

While the above security offers some protection, you should always observe the normal security arrangement you would apply to any house.

4.3 Delivery of Australia Post Mail and Couriers

Mail addressed to units is delivered in bulk in the morning and sorted at the office. Mail is then delivered to each unit during that day. You should give prior notice to the office if it is necessary for deliveries, tradespeople or removalist van to enter the estate to go to your unit, particularly if you are not in attendance
You may also arrange to have your mail held at the office if you are absent from your unit for a period of time.

4.4 Maintenance Request Form

All requests for maintenance (including any maintenance to the outside of your unit) are to be made on the blue maintenance request forms available from the office. Completed forms are to be returned to the office. Requests will be attended to as soon as possible and you will be informed if there is any significant delay in attending to the request.

Matters such as blocked sewers, water supply leaks or similar problems are to be notified to the office as soon as they are detected. The estate staff will arrange for the appropriate tradesperson to attend. Any maintenance on the common property (including the exterior of your unit) is to be arranged through the office. You may be liable for the cost if you arrange this yourself.

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Please note that the maintenance of air conditioners and hot water services is your responsibility.

4.5 Gardens Maintenance and Watering

All lawns will be cut on a regular basis by the estate staff. Please ensure that the lawns are clear of all obstructions (such as tables, chairs, toys and any mess from your pet) on the usual cutting day.
If you have planted the garden adjacent to your unit to your taste then the maintenance is your responsibility. The estate staff will maintain all other garden areas.
The automatic watering systems throughout the estate will be programmed by the estate staff. This is to ensure a logical pattern of watering throughout the night in summer and to promote water conservation.

4.6 Disposal of Rubbish

Household garbage is collected each week and recycle items are collected fortnightly. There is the facility to dispose of green garden rubbish at the top of the estate. This is to be done strictly under the direction of the estate staff and to maintain the general amenity of that area. Under no circumstances is any hard rubbish, fill or any other deleterious material to be left in this area.
Contact the office if you have garden rubbish to be collected.
Arrangements are made from time to time for hard rubbish collection.

5. THE LODGE

5.1 Keys

One lodge key is provided to each unit holder. The simple rule is, lock the lodge after your use.

5.2 Use of the Lodge and Bookings

For information about the lodge and booking, please refer to ***Attachment 2 – Residents Rules, Clause 3.***
There is a lodge booking agreement form which can be obtained from the office and which must be completed for each use of the lodge facilities.

5.3 Swimming Pool and Spa

You must be out of the pool no later than 11.00pm at night to allow for treatment of the water.
Refer to ***Attachment 2 – Residents Rules, Clause 3.7 & 3.8.***
It should be particularly noted that children under 12 years must be supervised at all time in the pool area.

6. REQUIREMENTS UNDER THE STRATA TITLES ACT

Mira Monte Estate is administered under the provisions of the Strata Titles Act 1988, and as amended. For your own benefit you should make yourself familiar with the Act.
The articles of the Strata Corporation are contained in Schedule 3 of the Act, which is shown in Attachment 1.
In addition to the requirements in Schedule 3, Mira Monte has a set of rules, which are detailed in Attachment 2.

The Articles of the Strata Corporation in Attachment 1 and the Residents' Rules in Attachment 2 are binding on every unit holder and tenant and their visitors.

ATTACHMENT 2

Residents' Rules

These rules have been developed in accordance with the provisions of the Strata Titles Act and they apply to everyone who is a unit holder, tenant or visitor within the Mira Monte Estate. These rules should be read in conjunction with ***Attachment 1 – Strata Titles 1988 Schedule 3***

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1. UNIT AND/ OR UNIT SUBSIDIARY

A unit holder shall:

1.1 Not use a unit or unit subsidiary for any activity which maybe illegal or liable to injure or offend other residents.

1.2 Not create any undue noise of maintain such a volume of television, radio, stereo or musical instrument, either in the unit or the unit subsidiary which may cause a nuisance and interfere with the quite enjoyment or cause annoyance to other residents.

1.3 Ensure that guests or residents leaving from or returning to a unit late at night do so quietly

1.4 Not affix any awning, blind or screen or other external fixture to any window or door without prior approval of the corporation and in the even approval is granted, this will be conditional upon compliance with design, size and colour.

1.5 Not place any sign, advertisement or illumination on or to any window unless prior approval has been given by the Corporation

1.6 Not use or store any explosives or other dangerous substances which could limit or interfere with the effect of any insurance policy held by the Corporation

1.7 Not bring objects or materials into the estates that are likely to cause justified offence to other residents.

1.8 Not move any heavy or bulky articles liable to cause damage to the common property, into or out of a unit without first giving to the Corporation ample notice of this intention, to enable the Corporation to take any necessary precautions to prevent damage. A nominal 5 tonne gross weight applies within the estate.

1.9 Not carry out painting, additions or alteration to the exterior of a unit without the prior consent in writing of the Corporation.

1.10 Not employ any employee of the Corporation on any private business during normal working hours.

1.11 Not use a unit for any purpose other than as a residential dwelling without the prior approval of the Corporation and the relevant government authorities

1.12 Be aware that the Articles and Rules of the Corporation apply to all clients, guests, contractors and other persons associated with the unit holder or tenant.

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2.THE COMMON PROPERTY

2.1 No vehicle is to be left standing on the road between units 8 and 9 or 70 & 71, such as to block emergency fire access to the rear of the estate.

2.2 Vehicles owned by residents must not be parked on roadways but may be parked on individual driveways.

2.3 The speed limit for any vehicle or bicycle within the estate is a strict 10 kph.

2.4 No residents or guest may use the common property for their own use except for that area adjacent to the rear of their own unit.

2.5 No person may in or about the common property be indecently clothed or use language or behave in a manner, which may cause offence, embarrassment or annoyance to another person.

2.6 No children may play in or around the common property including on the roadways and parking areas. The exception is in the garden and lawn area that may be regarded as immediately adjacent to the front or rear of their particular unit and in the lodge and associated facilities as set out in Item 3.

2.7 Skateboards, roller-skates, roller blades and scooters are banned from all common property areas, including any roadways.

2.8 Large social gatherings are to be confined to the lodge and the adjacent area.

2.9 No articles including bicycles and toys are to be left on common property in front of a unit or on roadways.

2.10 No rubbish or litter is to be left on the common property

3.THE LODGE

3.1 The lodge will be kept locked at all times when not is use. Each unit holder will be issued with one key and will be responsible for any unauthorised use of the lodge whilst using the facilities

3.2 Use of the billiard table or dining/lounge area is by prior booking only. Each of these three areas is to be booked separately with only the dining/ lounge area incurring a charge for the use. Any booking of the billiard table is to be for a maximum of one (1) hour per key holder on any one occasion. A key holder or an adult member of that family must be present during the booked period. For further information refer to the Lodge Booking Agreement, available from the office.

3.3 The tennis court, squash court and pool cannot be booked at any time

3.4 All bookings of the dining/ lounge area are subject to the key holder entering into a signed agreement at the time of booking.

3.5 Vehicles or visitors attending a function at the lodge are only to be parked in the area adjacent to the lodge or outside of the estate.

3.6 The corporation reserves the right to the use of all the lodge facilities for Christmas Eve, Christmas Day, New Year's Eve and New Year's Day each year for the use of its members jointly. Individual bookings will not be accepted for those occasions

3.7 Under no circumstances are children under the age or 12 permitted in the lodge, or pool enclosure without adult supervision

3.8 Glass or other breakable materials, food and smoking are not allowed in the pool enclosure

4.GENERAL

4.1 Bins belonging to each unit for the disposal of garbage must be kept clean and dry by the residents

4.2 In the event of not being in residence for an extended period of time the Corporation shall be notified for the purpose of insurance. In such instances the office is to be notified of the contact person in case of an emergency. At the same time advise the office of an alternative address for the service of notices and the arrangements for the collection of mail.

4.3 A proprietor must notify the Corporation in writing of any change of ownership, change of address of the owner and change in the occupancy of a unit.

4.4 Each unit holder shall be responsible for making good all damages to the common property by any wilful act or carelessness on the part of the unit owner, their family, or any other person associated with the unit owner.

4.5 The Corporation appoints a management committee in accordance with the provisions of the Strata Titles Act. Duly appointed representatives of the management committee may make any reasonable request for access to a unit for the purpose of assessing routine maintenance requirements

4.6 Animals

4.6.1 A person must not without prior approval of the Corporation keep any animal in or in the vicinity of a unit or on any part of the estate. One suitable de-sexed animal per unit will be considered on a case-by-case basis.

4.6.2 The death or removal of any permitted existing animal does not entitle the residents to automatic replacement

4.6.3 An application to house an animal at a unit must be made in writing to the Corporation and is only approved when consent is granted in writing.

4.6.4 All approved animals must be registered at the office within seven days of being housed at a unit, providing a description, age, name and registration number (if applicable) and proof of de-sexing.

4.6.5 All approved animals must wear a tag showing the unit number to which the animal belongs

4.6.6 Residents are responsible for cleaning up after their animal

4.6.7 No stray animals, reptiles or birds are to be fed on the estate

4.6.8 In the event that an animal causes a nuisance to other residents, approval to keep the animal may be revoked in writing and a specified time given to remove the animal

4.7 Parking

4.7.1 No boats, caravans, trailers, trucks, campervans or buses are permitted to be parked in the estate without the express prior permission of the Corporation

4.7.2 Visitor parking bays are provided in a number of locations. These bays are not to be used to parking resident's vehicles at any time

4.7.3 Vehicles are not to be parked on any lawn area

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4.8 Breaches

4.8.1 In the even of a breach of the Articles or Rules of the Corporation, the Corporation or its appointed managers will notify the resident in writing of the breach and require the breach to be rectified within a specified period of time.

4.8.2 In the event of failure of a resident to rectify the breach, seven days notice in writing will be given before action is taken in accordance with Section 41A of that Strata Titles Act 1988.

COM 13/23/91

FENCING - Approval given to the owner of Unit 64 to alter the fencing with the provision that fences go at the rear rather than the front.
GATES - The owners of Unit 60 granted approval to replace the gates
UNIT SUBSIDIARIES - The occupant of a Unit is responsible for ensuring that a unit subsidiary is kept clean and tidy.
PETS - No resident should keep a pet on the property unless specific permission has been granted by the Management Committee under the rule governing the estate. Each house is only entitled to keep one pet and **all** pets must wear a tag, stating the house number to which that animal belongs. These tags can be obtained from the Manager's office.

COM 15/04/93

SHADE CLOTH - Approval granted to the owners of Units 19 and 61 to place shade cloth over their pergolas

COM 13/09/93

PAVING - Extension of Paving for Unit 22. Approved
PAVING - Alterations to brick paving alongside driveway & front small garden. Approved
ALTERATIONS - Approval for alteration to front side and rear of unit as per plan submitted.

COM 06/12/93

ARTICLES- That the present Article of the Corporation be revoked and the Articles as set out in Schedule 3 of the Strata Titles Act be adopted

COM 17/01/94

WOODEN SHUTTERS - Approval granted to owner of Unit 10 to erect wooden slatted shutters on the left side of that unit.

COM 14/03/94

EXTERNAL DOOR - Approval given to the owner of Unit 32 to install an external door in the laundry, subject to all costs present and future in respect of this to be the responsibility of the owner and work to be by licensed builder.

COM 18/04/94

ANIMALS - Approval granted to the owners of Unit 3 and 30 to house a cat subject to the animals being de-sexed.
PARTITION - Approval granted to owner of Unit 33 to erect a partition at the front of this home as detailed in the sketch application

COM 08/06/94

ANIMALS - The death of any existing animals does not entitle owner's and/ or residents to automatic replacement. Animals must have specific permission or breaches of this rule will result in legal action under the Strata Title Act 1986. Permission for any animal from the date of this advice must be sought in writing from the Management Committee via the Secretary and is only approved when the Committee advise their approval in writing. All animals currently on the estate are to be **registered at the office within 7 days**. Any animals not registered by then will be subject to the new regulations. Registration is to include description, age, name registration number (if applicable) and written confirmation by the owner that if the animal is a dog or cat or any other animal subject to breeding (that would be unacceptable to other residents) that it has been desexed.

COM 24/11/94

PET APPROVALS - Units 4, 8, 52, and 63 were granted approval to keep a pet as per their application.
RENTED UNITS - The Strata Corporation will not permit the keeping of pets by tenants.

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DOG - Approval granted to keep a dog. Approval granted to erect a gate to the Committee's specifications.

COM 12/12/94

RULES RE. OWNERS & RESIDENTS USE OF LODGE - On reserving the Lodge, an agreement is to be signed and $100 deposit paid. Phone reservations cannot be accepted. To streamline office work, the donation of $1 per head for outside guests will be deducted. Also charges for any breakages, losses and damage will be deducted from the deposit.
Reservation of the Lodge does not automatically include the Billiard Room. This must be a special request. The Pool cannot be reserved. The Lodge shall not be used for any function of activity without prior approval. Vehicles to be parked only adjacent to the Lodge, excess vehicles in park east of Motel. Glasses from the bar and crockery are not to be taken to pool or barbecue area.

COM 30/01/95

PET APPROVAL & ERECTION OF GATE - The owners of Unit 29 granted approval to keep a dog and erect a gate to the Committee's specification.
TENANTS PETS - Rental agents are advised that approval for pets must be obtained prior to moving in and that approval for large dogs will not be given. The Corporation is moving towards a reduction of pet numbers in the future.

COM 27/02/95

PET APPROVALS - The owner of Unit 51 has been granted approval to keep a small dog and the owners of Unit 62 have permission to keep a cat

COM 08/05/95

PARKING - No boats, caravans and trailers to be parked in the estate without the agreement of the Management Committee. Residents are not to use Visitors Parking area for long-term parking.
GATE - Approval given to owner of Unit 23 to erect a gate subject to agreement on the type acceptable to the Committee

COM 14/08/95

PERGOLA - The owner of Unit 10 granted approval to cover a pergola in an approved type of material and colour, which will be confirmed by the Manager.

COM 11/09/95

GATE - Ratification of approval for permission to erect gate and fence given to the owners of Unit 2.

COM JAN 1996

COMPULSORY LAND ACQUISITION - The Department of Transport has notified the Corporation of its intention to compulsorily acquire a portion of the common property along the boundary for the upgrading of the southeastern freeway and compensation payments.

COM 02/12/96

LEGAL RECOVERIES - Strata Data authorised to seek legal action to recover unpaid levies. Costs to be borne by the relevant unit owner.
LEGAL ACTION FOR BREACH OF ARTICALES (SCHEDULE 3) STRATA TITLES ACT 1988 - Strata Data authorised to seek legal action for consistent breach of the Articles. Costs to be borne by the relevant unit owner
METHOD OF PAYMENT FOR WATER USE - The cost of all water used at the complex is to be divided equally by SA Water and billed direct to each unit owner.
RESIDENTS' RULES - The member adopted an updated version of the Rules for the Corporation known as Residents' Rules.

COM 13/01/97

PET APPROVALS - Strata Data authorised to deal with all applications for pets, keeping in mind the regulations set down in Residents' Rules, namely that approvals are conditional upon the pet not causing a nuisance to other residents, in which case approval to be rescinded. Also that only small dogs will be approved, all pets are to be kept confined to the area of the unit and unit yard, dogs must be on a leash when in other areas and all droppings to be removed. Registration numbers are to be recorded in office files.

COM 13/01/97
EXCESS ON INSURANCE CLAIMS - The Corporation is not liable to pay excess on insurance claims for any equipment not maintained by the Corporation.

COM 10/02/97
AMENDMENT TO PET RESOLUTION 13/01/1997 - That the resolution be amended to read "suitable dogs" rather than "small dogs"
DEPOSIT FOR BOOKNIG BILLIARD ROOM - As from 01/03/97 a deposit of $50 to be paid at the time of booking the billiard room, to be refunded when the key is returned to the office.

COM 10/03/97
AGENT'S SIGN AT ENTRANCE - Fenwick Ennis to be asked to remove their permanent sign at the entrance of the estate and no further agents' signs are permitted in this position at the entrance

COM 12/05/97
PERGOLA UNIT 18 - Approval granted for Suntuff roofing on the pergola of Unit 18 at the owner's cost and future maintenance.
MAINTENANCE RESPONSIBILITY - Owners responsible for maintaining, repairing or replacing all fixtures, fittings, furnishings and finishing that are for their exclusive use. Such items are set out below but not necessarily restricted to these:

1. Hot water systems
2. Air conditioning systems
3. Baths, basins, troughs and sinks
4. Floor coverings
5. Fixed glass in doors, windows, sidelights, shower screens etc
6. Ovens, cook tops, dishwashers (fixed), exhaust fans & insinkerators
7. Built-in cupboards or other furniture
8. Pipes, cables, wire, ducts, and drains for exclusive use.

Utilising Section 27 (6) of the Strata Titles Act 1988.
Owners should check with the Committee for possible insurance claims, which may be available under the Corporation's building cover.

COM 10/06/97
MAINTENANCE RESPONSIBILITY - The resolution passed at the previous meeting to include: Garage door mechanisms

COM 08/12/97
SUNTUFF ROOFING TO PERGOLA UNIT 4 - As this is the recommended type of roof covering for pergolas in the estate, it was noted that the Committee has no objections to the installation of Suntuff materials to the pergola roof of Unit 4.

COM 12/01/98
FENCE UNIT 11 - Approval has been sought to erect a rear fence to contain a dog. This will keep with other fencing within the estate.
TV ANTENNA UNIT 52 - Approval given to the owner of Unit 43 to re-locate the existing standard TV antenna, under the supervision of the grounds Manager.
PET APPROVAL UNIT 43 - Approval granted to the owners of Unit 43 to install external awnings to the front window as per the sample provided.

COM 09/03/98
APPLICATION FOR AN EXTENSION TO THE BRUSH FENCE UNIT 43
An application from the owner of Unit 43 had been received, requesting that the brush fence be extended at the cost of the Corporation. As this has not been done in pervious cases, it was moved Mrs Otto, seconded Mr Baron " that the Committee has no objection to the extension of the brush fencing to that unit at the owner of Unit 43 be advised that unit at the owner's cost". The work should be carried out under the supervision of David Gourlay.

COM 06/04/98
SMOKE DETECTORS - The Corporation will install one hard-wired smoke alarm to each unit

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EXTERNAL AWNINGS UNIT 43 - Approval granted to the owners of Unit 43 to install external awnings to the front windows as per the sample provided.
TEMPORARY PARKING OF CAMPERVAN UNIT 43 - Temporary permission is granted to the visitors to Unit 43 for the parking of a campervan in the car park area of the Lodge for approx. 10 days.

COM 11/05/98
SMOKE ALARMS - Following the Committee's decision to install one hard-wired smoke alarm to each unit, it was resolved that in the event owners may have already installed a hard-wired smoke alarm at their own cost, the Corporation will reimburse them $80. Should owners require an additional alarm, it will be at their own cost.
IRRIGATION CONTROLS - The irrigation controls serve a number of units in the vicinity of each control. In the even of the irrigation controls attached to some of the units causing damage, those units will not be disadvantaged. Damage would likely be an insurance claim, but if not, then Corporation will rectify such damage.
APPROVALS UNIT 43 - Owner of Unit 43 given approval to install a skylight similar to those already installed in other units. Additionally, Suntuff roofing in a grey colour is permitted on pergolas.
SUNTUFF ROOFING UNITS 30, 31, 56 - The owners of Units 30, 31 & 56 granted approval to install alsynite Suntuff roofing in a grey colour to the pergolas of those units.
USE OF LODGE FACILITIES - The Manager's instructions in the event of a booking for the Lodge being requested for under-age parties, are that the parents of adults making the booking must be in supervision of the event at all times, noise must be kept to an acceptable level, under-age drinking of alcohol is prohibited and the Lodge must be vacated before 1 am.

COM 22/06/98
APPROVAL FOR TEMPORARY CARE OF ANIMALS UNIT 3 - Approval is granted to the resident of Unit 3 the temporary care of an injured animal, subject to the conditions usually applying to any approval of a pet, namely that the approval may be rescinded if the animal is found to cause a nuisance to other residents

COM 14/09/98
APPROVAL FOR SUNTUFF ROOFING UNIT 7,8, 62 - Approval granted for the installation of Suntuff roofing in a grey colour to the pergolas of those units

COM 12/10/98
APPROVAL TO EXTEND BRICK PAVING UNIT 63 - A letter was tabled requesting approval for extension to the paved area at the back of unit 63 and the possible later extension of the existing pergola. After discussion, it was moved Mr Becker, seconded Mr Robinson "that Mr Schwarz-Docen be advised that there is no objection to his proposal to extend the pave area at this expense under the Manager's supervision. The Manager is to check the watering system is properly dealt with." Carried.

COM 16/10/98
APPROVAL TO EXTEND BRICK PAVING UNIT 60 - Approval granted for the brick-paving Unit 60 to be extended.

COM 14/12/98
RESPONSIBILITY FOR CRACK REPAIRS - An engineer may be engaged to inspect and advise. In the even that damage is found to be structural, the cost of the engineer's fee and recommended repairs will be borne by the Corporation. In the event that cracks are not structural, the cost of the engineer's fee and any repairs will be to the individual owner.
CHANGE OF PAINT COLOUR - Any future requests for a change of paint colour will be determined as follows:

a. Where a duplex unit is involved, the owner must supply written approval from the adjoining owner to the change in colour being the same on both units
b. The owner must supply the paint in his choice of colour
c. The Corporation will bear the labour cost of painting to the limit set down by the Manager in the painting specification.

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COM 08/02/99

APPROVAL FOR SKYLIGHT UNIT 55 - Approval granted for the installation of a skylight to Unit 55, in a style to match those on other units.

APPROVAL FOR SECURITY SCREEN DOOR UNIT 2 - Approval granted for the installation of a security screen door on Unit 2, in a style to match those on other units.

COM 08/03/99

CRACK REPAIRS - Resolved that the Corporation adhere to the engineer's guidelines as detailed in the CSIRO publication no. 10-91, in that crack repairs are determined Corporation or owner cost according to the degree of damage detailed therein. In general terms, that cracks less than 5mm in width are considered within the design limits of the footings and should be dealt with by an owner at the time internal painting is carried out. Cracks greater than 5mm in width are considered to be outside the design limits and investigated by the Corporation

APPROVAL FOR SIDE GATE, UNIT 32 - Approval granted for the owner of Unit 32 to install a side gate to that unit.

COM 12/04/99

APPROVAL FOR BRICK PAVING UNIT 36 - Approval for the installation of brick paving to Unit 36, and also Suntuff roofing to the pergola

APPROVAL FOR PAY TV SATELLITE DISHES - Approval granted for the installation of one satellite dish to each unit for the reception of Pay TV service. Such installations are to be placed unobtrusively in accordance with the Manager's instructions.

COM 24/05/99

PERGOLA UNIT 27 - Approval granted for the owner of Unit 27 to install Suntuff type roofing to the pergola

FRONT DOOR UNIT 32 - Approval granted for the owner of Unit 32 to replace the frosted glass panels at the front door with lead lighting

COM 21/06/99

SKYLIGHT UNIT 49 - Approval granted to the owner of Unit 49 to install a skylight

PET APPROVAL UNIT 27 - Approval granted to the owner of Unit 27 to keep a Blue-Heller dog on a trial basis, subject to the usual conditions

ALTERATIONS TO UNIT 31 & 32 - Approvals granted to owners of Units 31 & 32 to make opening in internal walls, providing this does not jeopardise the structural integrity of the buildings.

PAVING UIT 10 - Approval granted to owner of Unit 10 to extend paving at rear of unit

LATTICE SCREEN BETWEEN UNIT 69 & 70 - Approval granted for the erection of a timber lattice screen between Unit 69 & 70 and the costs borne by those unit owners.

GATES TO CARPORT UNIT 69 - Permission granted to alter internal walls to create two archways, subject to the usual conditions.

COM 19/07/99

ALTERATIONS TO INTERNAL WALLA UNIT 34 - Permission granted to alter internal walls to create two archways, subject to the usual conditions.

GAS HEATER UNIT 19 - Permission granted to install a gas heater, involving a flue through the roof, subject to the usual conditions.

COM 08/11/99

ENCLOSING TERRACE UNIT 62 - Approval granted to the owners of Unit 62 to enclose the Unit Subsidiary terrace, subject to the work being supervised by the Grounds' Manager.

COM 11/04/00

PET APPROVAL - UNIT 71 - Approval to keep a female desexed miniature beagle 12 years old was approved.

COM 09/05/00

PET APPROVAL UNIT 24 - Approval to keep a female King Charles Cavalier called Sophie was approved

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COM 14/11/00

LETTER FROM MRS MOYLE UNIT 27 - A letter from Mrs Moyle was tabled for discussion to do with the matter of installation of a jarrah picket gate at the side of their house adjacent to unit 28. It was move Mr Bason seconded Ms Caught " that this be approved." CARRIED

COM 07/12/00

LETTER FROM UNIT 51 MR K PHILLIPS - Mr Phillips has requested approval to keep a pet dog. A male golden retriever named Henry. It is currently a puppy and will be de-sexed upon reaching the required age to have this done. Approval was duly granted and recorded in the pet register.

COM 14/02/01

pergola with polycarbonate sheeting. Approval granted.

APPLICATION FOR A DOG - UNIT 53 - An application for a small Doberman dog had been received. The committee agreed approval of the dog with the following provisions -

1. The rear garden area is to be made secure. Mr David Gourlay is to consult with the owner in this regard.
2. An automatic gate to keep the dog with in it's enclosure

COM 17/10/02

UNIT 42 - A letter was received from Mr & Mrs Stewart seeking approval to attach an ornamental gable to the front of their house and to extend the lace work on the veranda to the full length of the veranda. It was moved by Ms Porter seconded Mr Morcom " that these improvements be approved."

UNIT 39 - Letter received from Ms B Henderson seeking approval of the installation of roller shutters at the rear of her house. It was moved Mr Powell seconded Mr Morcom "that approval be given accordingly." CARRIED

UNIT 45 - Fax receive from Mr Milligan with regards to seeking approval to extend the current pergola and paving at the rear of his home. It was moved Mr Morcom seconded Mr Schwarz - Docen "that the paving extension as sought approved but the extension to pergola is denied as the area is common property and building extension on common property is not allowed.

COM 11/11/02

FENCE EXTENSION - Units 52 & 49 - It was moved Neville McNeil, seconded Gill Morcom, that "this Committee has no objection to the extension of the lattice fence between Units 52 and 49 at the unit holders' cost". Carried Unanimously

COM 18/12/02

CAT & PERGOLA - The meeting discussed a letter received from Mr & Mrs Wild of Unit 25 requesting permission for a de-sexed cat (approximately 16 years old) to be kept in the property and to cover the rear pergola with Suntuff cladding (grey in colour). It was resolved that Mr & Mrs Wild by given approval to keep the de-sexed cat and cover the rear pergola with Suntuff provided that a gutter was installed and connected to the storm water.

AIR CONDTITIONING - The meeting discussed a letter received from Mrs E Otto of Unit 32 requesting an air conditioning unit similar to Unit 34. It was resolved that Mrs E Otto Unit 32 be given approval to replace the air conditioning unit in its current position, if it is to be placed in a different location the owner will need to seek approval from the Maintenance Committee on an alternative location.

COM 24/02/03

ROLLER SHUTTERS - Permission granted to install roller shutters if they are not visible from the roadway

DOG - An application had been received from Mr Pierce to keep "Lewis" in his unit. Response required from ASCM requesting testimony of de-sexing; evidence of registration, assurance that only one dog will be kept and that incessant barking will not continue, as there have been complaints from adjacent residents.

DOG - Wundersitz Real estate had written to request approval for a pet bulldog to be kept by prospective tenant at Unit 46. A letter is required from ASCM requesting testimony of de-sexing; evidence of registration; and assurance that fences is adequate for restraint.

COM 21/05/03
DRIVEWAY - A joint request from the residents of Units 19 and 20 for authority to beautify their common driveway entry (by replacing part of the existing hedge area with pavers salvaged earlier repaving work at the rear of Unit 20) was approved. All work to be done at the residents' cost

COM 23/06/03
CAT - A request has been receive from the new tenant to keep a pet cat on the premises. ASCM to advise that permission is granted subject to the usual conditions ****NOTE** In future, tenants should be advised to apply only after written approval has been given by the owner.**

COM 25/08/03
DOG - Permission was granted to keep "Gus", a Maltese cross terrier, in compliance with the usual conditions.

COM 04/08/03
ROLLER SHUTTERS - Unit 12 - Permission granted to install roller shutter on front bedroom.
CAT - Unit 7 - Permission granted to keep Siamese cat in compliance with usual conditions
SKYLIGHT - Installation of Skylight was approved

COM 09/11/04
ENCLOSE PATIO AT REAR - Unit 1 - Permission granted for Unit 1 to enclosed the patio at the rear, as precedent had been made on house no 7., which did not receive approval for this work.

COM 07/02/06
DOG - Unit 19 received permission to house a dog
CAT - Unit 51 received permission to house a cat
DOG - Unit 3 received permission to house a dog - subject to suitable fencing

COM 14/03/06
BLINDS - Unit 71 - received permission to install an awning on the laundry window and roller shutters on the family room window

COM 31/10/06
WINDOWS - Unit 56 - Received permission to replace wooden window frames with aluminium as their cost.

COM 5/12/06
DOG - Unit 36 received permission to house a dog - subject to suitable fencing

COM 6/2/07
CAT - Unit 9 received permission to house a cat

COM 18/6/07
RAINWATER TANKS - unit 9 - Received permission to install 2 further rainwater tanks

COM 4/9/07
CAT - Unit 13 received permission to house a cat
CAT - Unit 46 received permission to house a cat

COM 16/10/07
CAT - Unit 1 received permission to house a cat

COM 11/12/07
TANK - Unit 2 received permission to install a rain water tank

COM 8/1/08
PERGOLA - Unit 48 received permission to clad existing pergola with suntuf sheeting
BLINDS - Unit 48 received permission to install a plain sunblind on the NW elevation window and blinds on the French doors

COM 4/3/08
TANK - Unit 35 received permission to install a rainwater tank

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BLINDS - Unit 39 received permission to install a horizontal blind under the pergola

COM 15/07/08
PERGOLA - unit 3 received permission to install sheets to the roof of the pergola

COM 11/08/08
TANK - Unit 19 received permission to install a rain water tank

COM 9/09/08
DECKING - Unit 1 received permission to install a deck at the rear of their yard
TANK - Unit 5 received permission to install a rainwater tank
VERANDAH - Unit 62 received permission to install a verandah to the rear of the unit, which will be a replication of the front verandah

COM 16/10/08
SCREENED VERANDAH - Unit 36 received permission to install a screen verandah as per the application with the mitcham council
TANK - Unit 42 received permission to install two rain water tanks

COM 12/11/08
GATE - Unit 48 received permission to install a gate at the rear corner of the garage
TANKS - Unit 48 received permission to install a slim line rain water tank
PAVING - Unit 48 receive permission to pave the area under their clothesline

COM 10/12/08
SHUTTERS - Unit 40 received permission to install shutters on the rear of their unit

COM 11/02/09
ROLLER SHUTTERS - Unit 29 & 30 received permission to install roller shutters on the two back windows
CAT - Unit 73 received permission to house a cat.

ARTICLES OF STRATA CORPORATION

1. (1) A unit holder must-
   (a) Maintain the unit in good repair;
   (b) Carry out any work ordered by a council or other public authority in respect of the unit.
   (2) The occupier of a unit must keep it in a clean and tidy condition.

2. A person bound by these articles -
   (a) Must not obstruct the lawful use of the common property by any person;
   (b) Must not use the common property in a manner that unreasonably interferes with the use and enjoyment of the common property by the other members of the strata community, their customers, clients or visitors;
   (c) Must not make, or allow his or her customers, clients or visitors to make, undue noise in or about any unit or the common property; and
   (d) Must not interfere, or allow his or her customers, clients or visitors to interfere, with others in the enjoyment of their rights in relation to units or common property.

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

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

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

6. A person bound by these articles must not, without the consent of the strata corporation -
(a) Damage or interfere with any lawn, garden, tree, shrub, plant or flower on the common property; or
(b) Use any portion of the common property for his or her own purposes as a garden.

7. A person bound by these articles must not -
(a) Bring objects or materials onto the site of a kind that are likely to cause justified offence to the other members of the strata community; or
(b) Allow refuse to accumulate so as to cause justified offence to others.

8. A person bound by these articles must not, without the consent of the strata corporation, display any sign, advertisement, placard, banner or any other conspicuous material of a similar nature -
(a) On any part of his or her unit so as to be visible from outside the building; or
(b) On any part of the common property.

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

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

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

12. A unit holder must immediately notify the strata corporation of -
(a) Any change in the ownership of the unit, or any change in the address of the owner.
(b) Any change in the occupancy of the unit.

GUARDIAN

protect the future

Guardian Insurance Brokers Pty Ltd
ABN: 16 070 398 195
AFS License: 239120
T: (08) 8238 0100
E: guardian@guardian.com.au
guardian.com.au

57 Henley Beach Road
Mile End South Australia 5031
PO Box 640 Torrensville Plaza
South Australia 5031

Please read carefully the following document as it outlines your insurance covers. This invoice may include a Statement of Advice (SOA) detailing the basis of our recommendations. Also included is the important Notices, Terms of Trading, Duty of Disclosure, Rights of Subrogation and Underinsurance.

TAX INVOICE

This document will be a tax invoice for GST when you make payment

Invoice Date: 26/08/2026
Invoice No: 352753
Our Reference: S7816

Should you have any queries in relation to this account, please contact your Account Manager
Marie Broikos/Natalie Basford

Strata Plan 7816 Inc
C/-Glaser & Associates
PO BOX 2243
KENT TOWN SA 5071

Class of Policy: Strata Title Insurance
Insurer: QBE COMMERCIAL 35 000 456 799
LEVEL 9, 400 KING WILLIAM ST, ADELAIDE SA 5000
ABN: 78 003 191 035
The Insured: Strata Plan 7816 Inc

RENEWAL
Policy No: HU0043636
Period of Cover:
From **31/08/2026**
to **28/02/2027** at 4:00 pm

Details: See attached schedule for a description of the risk(s) insured

PAYMENT DUE WITHIN 7 DAYS OF INCEPTION DATE
Please refer to payment options below.

DUTY OF DISCLOSURE & TRADING TERMS
Please refer to the enclosed schedule for your Duty of Disclosure and Terms of Trading.

LIFE INSURANCE & INCOME PROTECTION
Please contact us to discuss life, total and permanent disability and income protection insurance.

Credit card payments are subject to a surcharge (incl. GST): Mastercard (1%), Visa (1%) and American Express (1.98%).

Your Premium:

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Admin Fee	Broker Fee
$34,986.47	$200.00	$0.00	$3,526.06	$4,233.38	$0.00	$74.09

Commission earned on this invoice $0.00

TOTAL (Excluding Credit Card fee) **$43,020.00**

Credit Card fee (inc GST) is $430.20

BPAY

Biller Code: 387829
Ref: 0130175362462619

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Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.
More info: www.bpay.com.au

Our Reference: S7816
Invoice No: 352753
Acct Man: Marie/Natalie

eft

Acct Name: Guardian Insurance Brokers Pty Ltd Trust A
BSB: 105074 Account: 042149640
Reference: S7816 352753

Mail this portion with your cheque payable to:
Guardian Insurance Brokers Pty Ltd
PO Box 640
TORRENSVILLE PLAZA SA 5031

To pay with your
Mastercard, Visa or American Express
Call 1300 482 734
Visit www.guardian.com.au
Client Ref: 91017536 Invoice Ref: 352753

ATTVEST

CLICK HERE TO PAY ONLINE

12 Monthly Instalments of $3,787.42
Admin Fee (included) $60.00

URL: online.attvest.com.au/online
Reference: 42YA89SHGA

12 MONTHLY PAYMENTS
Initial payment $3,847.42 Remaining payments $3,787.42
or AMOUNT DUE **$43,020.00**

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Schedule of Insurance

Class of Policy:	Strata Title Insurance	**Policy No:**	HU0043636
The Insured:	Strata Plan 7816 Inc	**Invoice No:**	352753
		Our Ref:	S7816

This policy has been placed through

CHU Underwriting Agencies Pty Ltd
ABN 18 001 580 070
208 Greenhill Road, Eastwood, SA, 5063

CHU Underwriting Agencies Pty Ltd is an underwriting agency who has placed the policy with

QBE COMMERCIAL 35 000 456 799
ABN 78 003 191 035
LEVEL 9, 400 KING WILLIAM ST, ADELAIDE SA 5000

The Insured STRATA CORPORATION NO. 7816 INC.

Situation 5 MOUNT BARKER ROAD URRBRAE SA 5064

Policies Selected

Policy 1 – Insured Property
Building: $59,691,262
*(Please note, last year's sum insured has been indexed by **5%** .)*
Common Area Contents: $546,631
Loss of Rent & Temporary Accommodation (total payable): $8,953,689
Lot Owners' Fixtures and Improvements (per lot): $250,000

Optional Extensions:
Catastrophe Insurance Sum Insured: $17,907,378
Extended Cover - Loss of Rent & Temporary Accommodation: $2,686,106
Escalation in Cost of Temporary Accommodation: $895,368
Cost of Removal, Storage and Evacuation: $895,368
Machinery Breakdown: $50,000
Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others
Sum Insured: $20,000,000

Section 3 – Voluntary Workers
Death: $300,000
Total Disablement: $3,000 per week

Section 4 – Fidelity Guarantee and Cyber
Fidelity Guarantee Sum Insured: $400,000
Cyber Sum Insured: $50,000

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.

Excesses
Section 1 – Insured Property
Standard: $5,000

Optional Extensions – Excesses
Machinery Breakdown
Standard: $1,000

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Class of Policy:	Strata Title Insurance	**Policy No:**	HU0043636
The Insured:	Strata Plan 7816 Inc	**Invoice No:**	352753
		Our Ref:	S7816

Section 2 – Liability to Others
Other excesses payable are shown in the Policy Wording.

Terrorism endorsement

You have disclosed that:
a. 20% or more of the Building's area is used for a non-residential purpose; OR
b. the Building Sum Insured shown above is equal to or greater than $50,000,000.

Based on Your disclosure this Policy (or part thereof) is a policy to which the Terrorism Insurance Act 2003 (the Act) applies. We have reinsured Our liability under the Act with the Commonwealth Government reinsurer, the Australian Reinsurance Pool Corporation (ARPC). We are required to pay a premium to the ARPC, and that amount, together with the cost of that part of the cover provided by them and administrative costs associated with the legislation, is reflected in the premium charged to You.

This additional premium totals $1,762.47 and is subject to government taxes and charges, such as GST and Stamp Duty, where applicable.

As Your disclosure indicates that the Act now applies to this policy, the General Exclusion 'Act of Terrorism' is deleted and replaced with the following.

1. Act of Terrorism
Death, injury, illness, loss, damage, liability, cost or expense directly or indirectly caused by, contributed to, resulting from or arising out of, or in connection with any:

a. Act of Terrorism, regardless of any other cause or event contributing concurrently or in any sequence to the loss;
b. action in controlling, preventing, suppressing, retaliating against, or responding to any Act of Terrorism.

We confirm our invitation to renew, subject to the following conditions and important information. If you would like to accept this invitation, please refer to your payment options on the Tax Invoice.

Conditions of this Invitation
This renewal invitation is based on the following. If any of these are incorrect, please contact us as it may affect the renewal invitation and the terms and conditions on which we will provide insurance cover.

1. The proposed Insured (either alone or jointly with any other person or entity) has not had any previous insurance declined, renewal refused, cancelled or special terms or conditions applied to any application, renewal or Policy.
2. The renewal invitation has been based on the claims noted in the attached claims history. No claims or incidents have occurred to your knowledge or the knowledge of the insured that have not yet been notified to us.
3. No changes to the Description of Occupancies have occurred since your quotation request.

The Building Sum Insured (BSI) amount is based on the previous year's sum insured and may have an allowance added to help keep pace with inflation. Please be sure to review the BSI to ensure it meets your client's instructions and/or recent valuation.

As a condition of renewal, prior to the next renewal date of 28/02/2027 at 4:00 pm, you will need to provide the following:

- Provide an inspection report on all roofing by a suitably qualified professional. From the inspection report, provide CHU with an action plan to rectify any recommendations from the report, with timelines
- Provide details on how the rectification works may be paid for ie: loan, special levy etc

Important Information
Your duty when you renew your policy
This document sets out the information we hold about you, your property and your policy.
By law, you must take reasonable care not to make a misrepresentation. This means before renewal, you must review this information and tell us if anything is wrong or if there have been any changes. Some types of

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Class of Policy:	Strata Title Insurance	**Policy No:**	HU0043636
The Insured:	Strata Plan 7816 Inc	**Invoice No:**	352753
		Our Ref:	S7816

changes may impact our offer of renewal terms.
If we do not hear from you and you renew your policy, this means you agree that the information you have previously provided to us is correct and that nothing has changed.
If you do not tell us about anything that has changed, or if any of the information is misleading, incomplete, inaccurate or fraudulent we may reduce or not pay a claim, cancel your policy or treat it as if it never existed.
If anything is unclear, please contact us.

Excesses – explanatory notes
Whenever an Excess and amount is shown in the Schedule or Policy Wording, You must pay or contribute the stated amount for each claim You make against the Insured Event.
Water Damage Excess
The following Excess will apply to Section 1 – Insured Property for loss or damage caused by:
a. Damage from bursting, leaking, discharging or overflowing of tanks, apparatus or pipes
b. Rainwater

The additional Excess payable will be shown on Your Policy Schedule.
Other excesses apply. These are listed on your Policy Schedule or described in the Policy Wording.

CHU is committed to being a carbon neutral company
If you are still receiving this renewal invitation by post, we will no longer be including the Product Disclosure Statement (PDS) in the renewal pack. A copy of the PDS is available via our website www.chu.com.au. If you require any further assistance please call us on 1300 361 263.

Premiums and pricing
Premiums are regularly reviewed and take into account a number of risk factors such as location and construction, claims
history, type of cover selected and indexation of sum insureds. We also factor in business expenses including operating and reinsurance costs.
If you would like further information
Contact us in the first instance if you have questions about your policy.

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Schedule of Insurance

Class of Policy:	Strata Title Insurance	**Policy No:**	HU0043636
The Insured:	Strata Plan 7816 Inc	**Invoice No:**	352753
		Our Ref:	S7816

IMPORTANT NOTICES & INFORMATION

We have prepared this document to assist you to understand important issues relating to your insurances. We recommend that you read it carefully. Please contact your Account Executive if there is anything you do not understand, or if you have any questions.

REMUNERATION ADVICE

For providing you with service, we receive remuneration, being commission, paid by the insurer. We will receive ongoing commission of a percentage of the premium from the insurer for as long as the policy remains in force.

Commission is a payment made by the Insurer and is not an additional payment required from you over and above the quoted premium.

We will also charge a brokerage fee to compensate us for the costs of selecting and arranging appropriate cover.

We do not often pay any commissions, fees or benefits to others who refer you to us. If we do, we will pay commissions to those people out of our commission or fees (not in addition to those amounts), in the range of 0% to 70% of our commission or fees and these will be noted above.

FINANCIAL SERVICES GUIDE (FSG):

Our FSG is designed to assist you in deciding whether, or not to use any of the services we offer. Full details of our FSG are available from our website. Alternatively, please request a copy from our staff.

TERMS OF BUSINESS:

For full details of our Terms of Business, please refer to the "Important Information Booklet" provided to you. If you require an additional copy of this Booklet, please refer to our website, or please request a copy from our staff.

When we arrange, renew or vary a cover on your behalf we will invoice you for the premium, statutory charges (eg. Stamp Duty, Fire Service Levies, Underwriter Levies, etc.) and our brokerage and/or placement fees.

To ensure continuance of cover, payment of the amount invoices by Guardian is due by thirty (30) days from the invoice (notwithstanding that the invoice may be addressed to some other party at your request) unless otherwise arranged and confirmed in writing by us. The full amount is payable by you to us, including the premium and statutory charges and/or brokerage and/or placement fees.

If your policy is monthly please ensure you have returned all required documents including your Direct Debit Form within (14) days to ensure continuance of cover. Please note if your monthly policy has a fee outstanding this is also due within (14) days of the invoice date.

YOUR DISCLOSURE OBLIGATIONS

It is important that you provide us with complete and accurate information about the risk to be insured otherwise the advice we give you may not be appropriate for your needs. We rely on you to provide complete and accurate information.

Before you enter into an insurance contract with an insurer, you have a duty under the Insurance Contracts Act 1984 (Cth) to disclose information to the insurer. This Duty of Disclosure applies until the insurer agrees to either insure you or renew your insurance. The Duty of Disclosure also applies before you extend, vary or reinstate your insurance.

If you are applying for or renewing insurance in relation to consumer insurance products such as, your motor vehicle, home building and/or contents, residential strata, travel, personal accident or sickness and/or consumer credit products, you must answer the specific questions asked by the insurer truthfully and accurately. In answering those questions, you must tell the insurer all information that's known to you and that a reasonable person would be expected to provide in answer to the questions. Not doing so may be considered by the insurer to be a breach of your 'duty to take reasonable care not to make a misrepresentation' and may cause issues in relation to the validity of your insurance policy and/or issues in the event of you lodging a claim.

At renewal, the insurer may either ask you to advise any changes to information you have previously disclosed or may give you a copy of the information you previously disclosed and ask you to advise them if there have been any changes. If you do not tell the insurer about a change, you will be taken to have told the insurer there is no change.

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Class of Policy:	Strata Title Insurance	**Policy No:**	HU0043636
The Insured:	Strata Plan 7816 Inc	**Invoice No:**	352753
		Our Ref:	S7816

If you are applying for or renewing any other insurance, you must tell the insurer all information that is known to you that a reasonable person could be expected to know or that is relevant to the insurer's decision to insure you and on what terms. You do not need to tell the insurer anything:

- that reduces the risk it insures you for;
- is common knowledge;
- that the insurer knows or should know; or
- which the insurer waived you duty to tell it about.

NON-DISCLOSURE

If you fail to comply with your Duty of Disclosure, the insurer may cancel your contract of insurance, or reduce the amount it will pay you if you make a claim, or both. If your failure to comply with the Duty of Disclosure, or you are fraudulent, the insurer may refuse to pay a claim and treat the contract of insurance as if it never existed.

If you are in doubt about whether or not a particular matter should be disclosed, please contact your Account Broker.

You must make sure you explain the Duty of Disclosure to them directly.

PRIVACY:

We are committed to protecting your privacy. We use the information you provide to advise and assist with your insurance needs. We only provide your information to the companies with whom you choose to deal (and their representatives). We do not trade, rent or sell your information. If you don't provide us with full information, we can't properly advise you and you could breach your duty of disclosure. You can check the information we hold about you at any time or for more information about our Privacy Policy, ask us for a copy.

SUBROGATION AND/OR HOLD HARMLESS AGREEMENTS:

You can prejudice your rights to claim under your insurance if you make any agreement with a third party that will prevent or limit the Insurer from recovering the loss from that party (or another party who would otherwise be liable). This can occur when you sign a contract containing an indemnity clause, "hold harmless" clause or a release – unless you obtain the Insurer's consent in advance.

This is because some policies contain a 'contractual liability exclusions' that mean the Insurer can refuse to pay or reduce the amount it is liable to pay by the extent to which it is unable to recover from the third party. These exclusions are often found in public and products liability, broadform liability and professional indemnity policies.

Examples of such agreements are the "hold harmless" clauses which are often found in leases, in property management contracts, in maintenance or supply contracts from burglar alarm or fire protection installers and in repair contracts. Other contracts you sign from time to time relating to your business operations (e.g. supply agreements, equipment hire contracts, event hire contracts, labour hire contracts, subcontracts, design and construct contracts, consultancy agreements etc.) may contain indemnity clauses and releases which may trigger the operation of policy exclusions or breach the conditions of your insurance.

Do not sign a contract or lease without contacting your broker and/or taking legal advice as to whether the contract terms will prejudice your insurance protection under your policies. If you are in doubt or require further assistance, please consult your Account Broker.

UTMOST GOOD FAITH:

Both parties to an insurance contract, the insurer and the insured, must act towards each other with the utmost good faith. If you fail to do so, the insurer may be able to cancel your insurance. If the insurer fails to do so, you may be able to sue the insurer.

UNDERINSURANCE:

Underinsurance occurs when you have not insured the full repair or replacement value of your property/asset. If you are underinsured, your insurer may rely on any 'Average' or 'Co-insurance' clause in the insurance policy. This means you may not receive full compensation for your loss and would have to bear part of the loss yourself.

Reviewing the sums insured and declared values on a regular basis and at each renewal will help you to ensure that you have maximum protection under your policies.

You need to decide whether to increase the sums insured or declared values of insured property/assets, and whether you require replacement on a 'new for old' basis. It is also important to consider other costs such as removal of debris and any additional costs that may be required to replace the damaged property/asset. The value of the property/assets insured may need to be updated if you

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The Insured:	Strata Plan 7816 Inc	**Invoice No:**	352753
		Our Ref:	S7816

change locations, renovate or expand your premises, or purchase new property/assets (especially if your purchases are substantial).

In some cases insured property (like a motor vehicle) may depreciate in value or you may want to reduce the insured values to ensure that you are paying a competitive premium.

If you want to discuss whether insured property/asset values should be changed in your policies, please contact your Account Manager for assistance. If a change to the value of the property/assets insured under your policies is not notified to us, we cannot communicate these changes to the insurer.

AVERAGE OR CO-INSURANCE:
Some policies contain an Average clause. This means that if you insure for less than the full value of the property, your claim may be reduced in proportion to the amount of the under-insurance. These clauses are also called "Co-Insurance" clauses. A simple example is as follows:

- Full (Replacement) Value $1,000,000
- Sum Insured $500,000
- Therefore you would be self insured for 50% of the full value
- Amount of claim - say $100,000
- Amount payable by the Insured as a result of the application of Average/Co-Insurance $50,000 (being 50% of the loss $100,000)

Some Business Interruption policies contain an Average/Co-Insurance clause, but the calculation is different. Generally, the Rate of Gross Profit, Revenue or Rentals (as applicable) is applied to the Annual Turnover, Revenue or Rentals (as applicable) (after adjustment for business trends or other circumstances.
If you are in any doubt about whether and how Average/Co-Insurance clauses apply to your insurances, please contact your Account Broker for assistance.

LEASING, HIRING AND BORROWING PROPERTY:
When you lease, hire or borrow property, make sure that the contract clearly identifies who is responsible for insuring the property. This will help avoid arguments after a loss and ensure that any claims are efficiently processed.

Industrial Special Risks policies automatically cover property which you are responsible to insure, subject to the policy excess. The decision as to who should insure the property is not left to your discretion. You may have other insurance (for example, public liability) which may assist you meet claims relating to property damage or personal injury caused to or by property which you lease or hire. Please note, there is usually a sub-limit on the amount of claims that can be made for damage to property in your temporary cared, custody or control.

If the responsibility to insure lies with the owner, we recommend you try to ensure the lease or hire conditions waive any rights of recovery against you, even when the damage is due to your negligence. This will prevent the owner's Insurer making a recovery against you.

If there are no conditions relating to responsibility to insure in the hire or lease contract, you should write to the owner asking who is to insure the property.

UNNAMED PARTIES:
If you require a person to be named as a co-insured, a joint insured, an insured person or if you require the interest of a third party to be covered by your policy, you must request this in advance. Most policy conditions will not provide indemnity to other parties (e.g., mortgagees, lessors, principals etc) unless their interest is properly noted on the policy. Please note, while we can ask, we cannot guarantee that an insurer will accommodate a request to include a further party as an insured under your policy or to note the interests of another party on your policy.

If this is required under a contract or agreement, do not sign the contract without checking with us whether the insurer is prepared to include the other party as an insured or note that party's interests. You should also be aware that it may not be in your best interests to make arrangements to have someone else insured under the terms of your policy. We can advise you about this.

If you would like assistance or guidance with the insurance requirements under a contract, please consult your Account Broker.

MAXIMUM AMOUNT PAYABLE:
The amount(s) shown on the Policy Schedule (plus any amount(s) referred to as additional benefits) is/are the maximum payable under

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the policy

INSURER SECURITY:
Financial security of your insurance company(s) is a very important consideration for you. Although Guardian do make checks on the security of your proposed insurers before selection to insure your policy, Guardian cannot and does not guarantee the solvency or continued solvency of any insurer.

UNOCCUPANCY:
You must notify our office within fourteen (14) days if your building or home is going to be unoccupied for more than sixty (60) days at any time. Failure to do so could affect the policy conditions.

COOLING-OFF NOTICE:
If you decide that you do no require this contract of insurance, you have 14 days (or longer if the insurer allows it) from either the date you receive confirmation of this contract and the date five (5) days after the date the insurance contract was arranged (whichever occurs earlier) to change your mind. You must tell the insurer in writing that you wish to return the insurance contract and have the premium repaid.

If you do so the insurance contract will be terminated from the time you notified the insurer. The insurer may retain its reasonable administration and transaction costs and a short-term premium.

You cannot return the contract of insurance if it has already expired or if you have made a claim under it.

CHANGES AND DEVELOPMENTS:
Your Insurance Programme has been prepared with your agreement from known information about your business activities at a certain date. Changes and developments may occur which could have a bearing on the adequacy or efficacy of your insurances.

The following list should be used as a guide to areas of activity which should be notified to Guardian immediately when they are proposed or occur so that steps can be taken to ensure your organisation remains adequately protected. It is not exhaustive, so when in doubt please contact Guardian for guidance:

- Acquisition of new subsidiaries, mergers or joint ventures in which you are involved in Australia or elsewhere.
- Acquisition, construction or occupancy of new premises; alteration, vacation, temporary unoccupancy, extension or demolition of existing premises.
- Increases in value in excess of policy limits for buildings, plant, machinery or stock (whether due to acquisition, economic inflation or exchange rate fluctuation).
- Alterations to or disconnection of fire or burglary protection systems.
- Contractual liabilities assumed and legal rights contractually relinquished or diminished, any contract which impose onerous conditions.
- Changes in processes, unoccupancy or products and extensions of business operation, including new products or processes.
- Granting of indemnities or hold-harmless agreements.
- Hiring, leasing or borrowing of plant and equipment.
- Acquisition of pressure vessels, lifting equipment or other substantial equipment.
- Movements of stock or equipment to new locations.
- Charter or operation of aircraft or waterborne craft.
- External funding - mortgages to other borrowings which create insurable interest of third parties in insured property.
- Foreign trade and travel - developments involving exposures beyond Australia, overseas acquisitions or exports of products.

CLAIMS MADE DURING THE PERIOD OF INSURANCE:
Your attention is drawn to the fact that some policies (for example, professional indemnity insurance) provide cover on a **"CLAIMS MADE"** basis which means that claims first advised to you (or made against you) and reported to your insurer during the Period of Insurance are recoverable irrespective of when the incident causing the claim occurred, subject to the provisions of any clause relating to a "retroactive date".

You should also note that, in terms of the provisions of Section 40(3) of the Insurance Contracts Act 1984, where you give notice in writing to the Insurer of facts that might give rise to a claim against you as soon as is reasonably practicable after you become aware of those facts (but before the insurance cover provided by the contract expires) then the Insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the Period of Insurance cover provided by the contract.

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The Insured:	Strata Plan 7816 Inc	**Invoice No:**	352753
		Our Ref:	S7816

In order to ensure that any entitlement under the policy is protected, you must therefore report all incidents that may give rise to a claim against you to the Insurers without delay after such incidents come to your attention and prior to the expiration of the policy period.

CLAIMS OCCURRING PRIOR TO COMMENCEMENT:
Your attention is drawn to the fact that your policies do not provide indemnity in respect of events that occurred **PRIOR** to commencement of the insurance contract. They cover events that occur during the time the policy is current.

GUARDIAN CLAIMS MANAGEMENT PTY LTD:
Guardian Claims Management Pty Ltd can offer a claims management service for a fee. If you require these services we will enter into a separate arrangement with you for these services. For further information about Guardian's claims management services, please contact us.

CANCELLATIONS:
We cannot request your insurer to cancel a contract of insurance without written instruction from a person(s) who is authorised to represent each of the parties who are named as insured's in the contract of insurance.

If a cover is cancelled before the expiry of the period of insurance, Guardian will refund to you only the net return premium we received from the insurer less any cancellation fee of 3% or $33.00 (rounded to the nearest $5.00) whichever is the greater. Guardian will retain the total brokerage and fee on all policies involved.

You are responsible to pay any charges that Guardian may incur pursuing recovery of the overdue amount, including (but not limited) legal fees, administrative costs, location and service fees and any commission payable to debt recovery consultants.

MIS-STATEMENT OF PREMIUM/EXCESS PAYABLE:
Guardian makes every effort to determine the correct amount of premium, statutory charges and excess that apply to your insurance. In the event that Guardian mis-state that amount (either because we have made an unintentional error or because a party has mis-stated the amount) we reserve the right to correct the error.

By instructing Guardian to arrange insurance for you, you agree, where permitted by law, that you shall not hold Guardian responsible for any loss that you may suffer as result of any such mis-statement.

ESSENTIAL READING OF POLICY WORDING:
Many areas of insurance are complicated and the implication of some actions may not be evident to you. It is absolutely essential that you should read this document in conjunction with your policy wording and our Important Information Booklet without delay and advise Guardian in writing of any aspect which is not clear of where cover does not meet your requirements.

Your policy wordings have been issued or will be issued to you as soon as they are received from the insurers. It is absolutely essential that you read these documents and advise Guardian in writing of any aspects which are not clear or where the cover does not meet with your requirements.

IMPORTANT:
This coverage summary has been prepared for general reference only. Nothing contained in this document will prevail over the terms, conditions and exclusions of the insurers policy.

Application to Amend Articles 13377284

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87 816

FORM B2 (Version 3)
GUIDANCE NOTES AVAILABLE

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

Orig. AA 13377284

13:51 24-Sep-2020
1 of 1

PRIORITY NOTICE ID	

BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

See CO2 12165944
and CO2 13297400

CONTRACTED STAMP DATA REGARDING CERTIFICATION 1

SERIES NO	PREFIX

AGENT CODE

LODGED BY:

Mark Tonellato - Agent Code STR4P

CORRECTION TO:

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT (COPIES ONLY)

1 .....

2 .....

3 .....

4 .....

5 .....

CORRECTION	PASSED
REGISTERED	2 OCT 2020

pro REGISTRAR-GENERAL

Type of Document.....

Amendment to Articles

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

Please refer to attached certificate (Schedule 4-Certificate relating to the amendment of the articles of a strata corporation)

SUPORTING DOCUMENTS
Schedule 4
Minutes of Meeting
Amended Articles

DATED 27/08/2020

~~**CERTIFICATION** *Delete the inapplicable~~

*The Prescribed Person has taken reasonable steps to verify the identity of **Strata Corporation 7816**

*The Prescribed Person holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

*The Prescribed Person has retained the evidence to support this Registry Instrument or Document.

*The Prescribed Person has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

Mark Tonellato - mtonellato@stratadata.com.au - 08 8372 2777
Body Corporate Manager

for: *Strata Data*

~~On behalf of **Strata Corporation 7816**~~

2.10.20

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Schedule 4—Certificate relating to the amendment of the articles of a strata corporation

Strata Corporation No 7816 Incorporated

I Paul Smith (Administrator) of 647 Portrush Rd Glen Osmond, being an officer of the Strata Corporation No 7816 Incorporated, certify that the attached resolution is a true and correct copy of a special resolution amending the articles of the corporation passed at a duly convened meeting of the corporation on the 15th May 2020.

Signed: _____

Dated the 2nd day of September 2020

Note— This certificate must be accompanied by any new articles, or variations to existing articles, passed by the corporation pursuant to the special resolution.

Published under the Legislation Revision and Publication Act 2002

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Minutes of the Extraordinary General Meeting

Corporation	*STRATA CORPORATION 7816 INC.*
Address	*5 MT BARKER ROAD, URRBRAE*
Meeting Date	**15th of May, 2020 commencing at 10:00 AM**
Location	**647 Portrush Road Glen Osmond, South Australia 5064**

Present in Person
Mr Paul Smith – Administrator of Strata Corporation 7816 Inc.

Apologies
Nil

Present by Proxy
Nil

In attendance
Mark Greening and Mark Tonellato representing Strata Data

Quorum
The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 10:00 am.

Chairperson
It was resolved "that Mark Greening of Strata Data assist the Administrator by chairing the meeting". *Carried Unanimously*

Variation of Articles

It was resolved "that the articles, as attached to this agenda, be accepted and lodged against the plan of Strata Corporation 7816 Inc. That the Administrator be empowered to execute any and all documentation relating to the lodgement of these articles and that any and all costs associated with the lodgement be borne by the Strata Corporation." *Carried Unanimously*

Closure
There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 10:15 am.

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owner's alteration and/or addition is made, the responsibility of the insurance excess relating to that claim be borne by that unit owner.

26. Boundaries and Common Property

26.1 Unless otherwise stated by these Articles, Common Property is defined as per Section 5(6) of the Strata Titles Act 1988 as amended.

26.2 Unless otherwise stated by these Articles, the boundaries of a unit are defined as follows;

a) where a boundary is defined by reference to a wall or fence—the boundary is the inner surface of the wall or fence;
b) where a boundary is defined by reference to a floor—the boundary is the upper surface of the floor;
c) where a boundary is defined by reference to a ceiling or roof—the boundary is the under surface of the ceiling or roof.

27. Garage Ceilings

The full cost of repair and maintenance of garage and or carport ceilings within or attached to a unit or unit subsidiary shall not be funded by the Body Corporate, these works shall be funded by the unit owner.

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actual enforcement, or preservation of any rights under the Act or these Articles in relation to the unit holder or occupier.

21.3 The costs, charges and expenses recoverable by the Corporation shall include, without limitation those expenses incurred in retaining any independent consultant, legal practitioner or other person to evaluate any matter of concern as administration costs in connection with those events.

21.4 The Corporation may charge interest on any overdue monies owed by the unit holder or occupier of a unit to the Corporation at the rate of 10% per annum or at any other rate as determined by resolution passed at a general meeting of unit holders.

22. Severability

If any article or any part of these articles cannot be given effect by reason of statutory invalidity or otherwise, the invalid article or part of these articles shall be severed, ignored or read down restrictively but so as to maintain and uphold the remaining Articles.

23. Offence

23.1 Any person who contravenes or fails to comply with the provisions contained in these Articles is guilty of an offence.

23.2 The maximum penalty for the breach of these Articles, shall be up to the maximum amount as may from time to time be provided for by the Act and its Regulations.

23.3 Breach fines may be invoked by the management committee, subject to at least 2 letters being sent to the person breaching the Articles, one of which notes the likelihood of a breach penalty being invoked for the prescribed behaviour or breach.

24. Emergency Access

The Corporation and its servants, agents, officers' consultants and contractors are to have free and unrestricted access to all parts of the Strata Corporation in case of an Emergency.

25. Insurance Excess

That the cost of the insurance excess be borne by the Unit from which the claim originated. That where a claim has originated from Common Property, the Body Corporate be responsible for the cost of the excess. That where a claim against a unit

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17.11 Provide the most current copy of the Mira Monte Unit Holders and Residents Handbook and attachments to any Leasing Agreement.

17.12 Be aware that the Articles and Rules of the Corporation apply to all clients, guests, contractors and other persons associated with the unit holder or tenant.

18. Uninvited Correspondence

Uninvited correspondence, with the exception of invitations to personal events (such as Birthdays, Anniversaries, Dinner Parties etc), shall not be distributed within the Corporation without first gaining the authorisation of either the Secretary, Management Committee, Administrator or Body Corporate Manager.

19. Garbage Disposal

A unit holder or occupier of a unit must:

19.1 Comply with all local or other authority by-laws and ordinances relating to the disposal of garbage including compliance with noise restrictions and hours of removal;

19.2 Ensure that the health, hygiene and comfort of the unit holder or occupier of any other unit is not adversely affected by his or her disposal of garbage.

19.3 Ensure garbage receptacles are placed only where approved by the Corporation and used only for the purpose for which they are provided.

19.4 Not deposit or throw upon the common property any rubbish, dirt or other material/items likely to interfere with the peaceful enjoyment, health or safety of the unit holder or occupier of a unit or of any person lawfully using the common property.

20. Tenants to have Notice of Articles

A copy of these Articles shall be delivered by the unit owner or their agent, to the lessee (tenant) or occupier of any unit not personally occupied by the unit holder and in any event, incorporated as an annexure to any lease or licence granted to a lessee or occupier.

21. Corporation's Rights to Recover Money

21.1 The Corporation may recover any money owing to it under the Act or Articles as a debt.

21.2 A unit holder must pay or reimburse the Corporation on demand the costs, charges and expenses of the Corporation in connection with contemplated or

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(a) Type of vehicle (car, trailer, caravan etc.),

(b) Make, model and registration number of vehicle (preferred but not required),

(c) Duration of stay.

16.35 Visitor parking bays are provided in a number of locations. These bays are not to be used for parking resident's vehicles for periods exceeding 24 hours.

16.36 Vehicles are not to be parked on any lawn area.

17. Use and Enjoyment of the Units

A person bound by these Articles must comply with the following:

17.1 Not use a unit or unit subsidiary for any activity which may be illegal or liable to injure or offend other residents.

17.2 Not create any undue noise likely to interfere with the peaceful enjoyment of the unit holder or occupier of another unit.

17.3 Ensure that guests or residents leaving from or returning to a unit late at night do so quietly.

17.4 Not affix any awning, blind or screen or other external fixture to any window or door without the prior approval of the corporation and in the event approval is granted, this will be conditional upon compliance with design, size and colour.

17.5 Not place any sign, advertisement or illumination on or to any window unless prior approval has been given by the Corporation.

17.6 Not use or store any explosives or other dangerous substances which could limit or interfere with the effect of any insurance policy held by the Corporation.

17.7 Not bring objects or materials into the estate that are likely to cause justified offence to other residents.

17.8 Not move any heavy or bulky articles liable to cause damage to the common property, in or out of a unit without first giving to the Corporation ample notice of this intention, to enable the Corporation to take any necessary precautions to prevent damage. A nominal 5 tonne gross weight limit applies within the estate.

17.9 Not employ any employee of the Corporation on any private business during normal working hours.

17.10 Not use a unit for any purpose other than as a residential dwelling without the prior approval of the Corporation and the relevant government authorities.

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b) Approvals granted by the above clause must be subject to the animal being restrained by a suitable leash when upon the common property and otherwise contained within the rear yard of the Unit to which it is approved.

16.25 The death or removal of any permitted existing animal does not entitle the resident to automatic replacement.

16.26 An application to house an animal at a unit must be made in writing to the Corporation and is only approved when consent is granted in writing.

16.27 All approved animals must be registered at the Estate Managers office within seven days of being housed at a unit, providing a description, age, name, registration number (if applicable) and proof of de-sexing.

16.28 All approved animals must wear a tag showing the unit number to which the animal belongs.

16.29 Residents are responsible for cleaning up after their animal.

16.30 No stray/wild animals, reptiles or birds are to be fed on the estate.

16.31 In the event that an animal causes a nuisance to other residents, the management committee may revoke the approval for that animal. Prior to revoking any approval, a notice of intended revocation must first be issued to the unit owner outlining the concerns/issues and a time frame of not less than 14 days to rectify the issues. Should the demands of the revocation notice not be met, the revocation will be provided as a notice in writing with a specified time provided to remove the animal.

16.32 Registered disability and therapeutic animals may be kept (as required by Disability Discrimination Act and other related acts) at the property, however, the Body Corporate must be notified and provided with documentation evidencing the animal being a disability or therapeutic animal.

<u>Parking</u>

16.33 No boats, caravans, trailers, trucks, campervans or buses are permitted to be parked in the estate without the express prior permission of the Corporation or these by laws.

a) In the instance where a recreational vehicle or trailer is to be loaded or unloaded by the resident, upon notification to the Estate Managers, that resident may park said vehicle or trailer in an area designated by the Estate Manager for a period of up to but not exceeding 48 hours.

16.34 Where permission is sought for the above, applications must be made to the management committee and must include the following information;

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16.15 Vehicles of visitors attending a function at the lodge are only to be parked in the area adjacent to the lodge.

16.16 The corporation reserves the right to the use of all of the lodge facilities for Christmas Eve, Christmas Day, New Year's Eve and New Year's Day each year for the use of its members jointly. Individual bookings will not be accepted for these occasions.

16.17 Under no circumstances are children under the age of 12 permitted in the lounge, or pool enclosure without adult supervision.

16.18 Glass or other breakable materials, food and smoking are not permitted in the pool enclosure.

General

16.19 Bins belonging to each unit for the disposal of garbage must be kept clean and dry by the residents, stored within the unit garage or rear yard and must be removed from the roadway within 12 hours of collection.

16.20 In the event of a unit remaining unoccupied for a period exceeding 90 days, the Corporation must be notified for the purposes of insurance. In such instances the Estate Managers are to be notified of a contact person in case of an emergency.

16.21 A proprietor must notify the Estate and Strata Managers in writing of any change of ownership, change of address of the owner and any change in the occupancy of a unit.

16.22 Each unit holder shall be responsible for making good all damage to the common property by any wilful act or carelessness on the part of the unit owner, their family, or any other person associated with the unit owner.

16.23 A unit may be entered under such circumstances as prescribed within sections 28 and 42 of the Strata Titles Act and entry must be made as prescribed within these sections of that Act.

Animals

16.24 A person must not without the prior approval of the Corporation keep any animal in or in the vicinity of a unit or on any part of the estate. A unit owner may apply for approval to keep one (1) suitable de-sexed animal per unit.

a) Approval for such animal will be considered on a case-by-case basis, by Ordinary Resolution of the Body Corporate or Committee.

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16.4 The Common Property may not be exclusively used by a unit owner except in the case where;

(a) The area is adjacent to the rear of their own unit, or;

(b) Exclusive use has been granted by Unanimous Resolution.

16.5 No person may in or about the common property be indecently clothed or use language or behave in a manner, which may cause offence, embarrassment or annoyance to another person.

16.6 No children under the age of 10 (or otherwise prescribed by legislation) may play in or around the common property including on the roadways and parking areas unless supervised by an adult. The exception is in the garden and lawn area that may be regarded as immediately adjacent to the front or rear of their particular unit and in the lodge and associated facilities as set out below ('The Lodge').

16.7 Skateboards, roller-skates, roller blades and scooters are banned from all common property areas, including any roadway.

16.8 Large social gatherings are to be confined to the lodge and the adjacent area.

16.9 No articles including bicycles and toys are to be left on the common property in front of a unit or on roadways.

16.10 Owners, occupants or their guests must not use the common property in a manner that unreasonably interferes with the use and enjoyment of the common property by the other members of the Corporation.

<u>The Lodge</u>

16.11 The lodge will be kept locked at all times when not in use. Each unit holder will be issued with one key and will be responsible for any unauthorised use of the lodge whilst using the facilities.

16.12 Use of the billiard table or dining/lounge area is by prior booking only. Each of these three areas are to be booked separately with only the dining/lounge area incurring a charge for the use. Any booking of the billiard table is to be for a maximum of one (1) hour per key holder on any one occasion. A key holder or an adult member of that family must be present during the booked period. For further information refer to the *Lodge Booking Agreement* which is available from the Estate Manager's office.

16.13 The tennis court, squash court and pool cannot be booked at any time.

16.14 All bookings of the dining/lounge area are subject to the key holder entering in to a signed agreement at the time of booking.

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14.2 The management committee must take all reasonable steps to ensure that all work undertaken on behalf of the Corporation is completed in a competent manner by qualified and appropriately licenced tradespeople to a standard reasonably expected from such a person employed to do that work.

15. Voting by Members Engaged by the Corporation - Conflict of interest

15.1 Where the Corporation (through the management committee or otherwise) elects to engage, contract or employ a person or company to carry out any work for the Corporation, that person or company must declare their interest to the management committee where;

(a) who is a unit holder of the Corporation or,

(b) who is a company or partnership that is a unit holder of the Corporation or,

(c) who is a director, shareholder, employee or member of a company or partnership that is a unit holder.

15.2 A member of the management committee or any unit holder or occupier, or an immediate family member of either of these who has any direct or indirect interest (pecuniary, financial, contractual or otherwise) in a contract, or proposed contract or any other matter relating to the affairs of the Corporation other than his/her interest as a unit holder must, as soon as he or she becomes aware of his or her interests, disclose the nature and extent of his or her interest to the management committee.

15.4 Any payment pursuant to any such agreement, contract or employment shall be subject to these Articles.

16. Use and enjoyment of Common Property

The common property is, subject to the Act and these Articles for the common use and enjoyment of owners and occupiers in the strata scheme, their visitors or persons entering the strata scheme.

A person bound by these Articles must comply with the following:

<u>Common Property</u>

16.1 No vehicle is to be left standing on the road between units 8 and 9 or 70 & 71, such as to block emergency fire access to the rear of the estate.

16.2 Vehicles owned by residents must not be parked on roadways but may be parked on individual driveways.

16.3 The speed limit for any vehicle or bicycle within the estate is 10 kph.

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11.2 Voting will be by a show of hands however, if a unit holder present at the meeting (or proxy) require it, the vote may be by ballot, secret or otherwise.

12. Variation of Articles

These Articles may be varied as prescribed within Section 19 of the Strata Titles Act.

13. Administration, Management and Control of Common Property

13.1 The Corporation is responsible for the tasks set out in the Act as the functions of the Corporation, and any additional functions given to it under these Articles.

13.2 The Corporation is (in addition to its responsibilities under the Act & subject to any resolutions to the contrary) responsible for the repair, maintenance and planting of the landscaped areas of the common property. However, the Management Committee may, upon request, authorise a unit holder to undertake those tasks to all or any part of the landscaped area adjoining the unit owners unit. Where this occurs, the cost and ongoing maintenance for such area will be the responsibility of the unit holder;

13.3 Where any necessary work is carried out or authorised by the Corporation where the state of repair and or condition of the item or area in question is due to the neglect or action of any unit holder, their customers, clients or visitors, all costs incurred by the Corporation relating to arranging and or carrying out such work shall be recoverable against the unit holder.

13.4 All Contractors engaged by any person to attend to works upon the common property, must have Public Liability Insurance of at least $10,000 and be prepared to provide a policy if requested and also be licensed to carry out the work undertaken.

14. Maintenance and Improvement of Common Property

14.1 In the administration, management, maintenance and control of the common property the Corporation may engage, employ or contract any person or company to undertake work on behalf of the Corporation provided that the following conditions have been satisfied:

(a) That before any person or company is employed, engaged or contracted by the Corporation at a general meeting or by the management committee to complete work to the value of $15,000 or more, the Corporation or management committee have commissioned and considered at least two (2) independent quotations for the work (where possible).

(b) The Corporation at a general meeting or the management committee may (by vote) then decide which person or company will be engaged, employed or contracted by the Corporation to complete the work.

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(a) Reasonable payments to a member or occupier for services provided to the Corporation, (where previously authorised by the Management Committee or Body Corporate);

(b) The reimbursement of costs or expenses incurred by a member or occupier, which have been incurred with the authority of the Corporation on behalf of the Corporation on submission of relevant invoices.

10. Nominations and Voting on Committee Appointments

10.1 Nominations for positions of appointed officers (as defined by the Act) or members of the management committee;

(a) Shall be in writing;

(b) Shall state the full name and address of the nominator and nominee;

(c) Must contain either a resume or letter setting out the reasons why the nominee seeks election (not exceeding 150 words);

(d) Shall be forwarded so as to reach the Corporation Secretary no later than 21 days before the general meeting at which they are to be considered.

(e) Where the appointment of officers or committee members is to be voted, written notice of that general meeting will contain full details of all nominations received and, if a resume was contained in a nomination, enclosing a copy of the same.

10.2 A committee must consist of no more than 7 members of the Strata Corporation.

10.3 If less than the maximum number of nominations is received, the chairperson shall call for further nominations from the floor of the general meeting. Should less than the maximum number of nominations be put forward, those put forward will be voted on and a committee of those elected will stand.

10.3 If more than the required number of nominations is received, voting on the election will proceed by way of a ballot conducted by the chairperson or the nominated returning officer.

11. Voting

11.1 Voting rights at general meetings are as prescribed for in Section 34 of the Act.

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8.2 Shall state the full name and address of the applicant;

8.3 Shall contain relevant documentation (such as plans/diagrams or brochures);

8.4 Shall be forwarded so as to reach the Corporation Secretary no later than 21 days before the general meeting at which they are to be considered;

8.5 Shall contain all information pertinent to the application such as;

(a) Dimensions (height, width, depth), and clear definition of the relationship to the adjoining units, both horizontally and vertically,

(b) Location,

(c) Construction materials (colour, make, model, type, style),

(d) Details of the proposed contractor (name, licence number, business registration, ABN and insurance details),

(e) Information that may be required for approval from, and or compliance with, local Council and, where applicable, relevant Government Authorities.

8.6 Shall only be approved under the provision that,

(a) Should upgrade/strengthening to the building structure be required in order to make the alteration or addition to the unit, all costs relating to that upgrade/strengthening be borne by that unit owner, and;

(b) A report from a qualified person be provided to the Management Committee, outlining the upgrade /strengthening required in order to make the alteration to the unit.

(c) Upon completion of any upgrade /strengthening to the building structure, a report from a qualified person be presented to the Management Committee noting satisfactory completion of the structural upgrade /strengthening.

(d) Where required by Council or other Government Authority, approval from, and or compliance with local Council and or other Government Authorities be sought and adhered to.

9. No Payment to Members

Except as authorised under the Act, or by order of the Court, the Corporation must not make any payment to any of its members, being any unit holder, or to any occupier of a unit. However, this clause does not prevent:

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5. Administrator of the Strata Corporation's Affairs

An Administrator may be appointed by a relevant Court upon application & will hold, over the duration of that appointment, full and exclusive power to administer the affairs of the Strata Corporation including power to do anything for which a special or unanimous resolution of the Strata Corporation is required.

6. Appointment of Management Committee

6.1 The Corporation may, by ordinary resolution, appoint a management committee as prescribed within Section 35 and 36 of the Strata Titles Act.

6.2 Where a management committee is formed, it will consist of the appointed officers and up to four other members ("the ordinary committee members").

6.3 The ordinary committee members must be unit holders or in the case where a unit is owned by a company a duly appointed representative thereof.

6.4 Officers need to be committed to the best interests of all unit holders and the Corporation.

6.5 The management committee shall post (email with owner consent) to all unit holders a statement of the Corporation's accounts every quarter, being for the previous quarter's accounts. This shall be posted within 30 days of the close of the quarter.

7. Rules

7.1 The management committee may make, alter or rescind rules ("the House Rules") relating to the Corporation and its members.

7.2 House Rules must be consistent with these Articles and the Act.

7.3 House Rules shall be binding upon any person that enters the estate.

7.4 Unit holders and occupiers will use their best endeavours to ensure that any visitor or other person who enters upon any unit or in any part of the common property complies with the Articles and House Rules.

8. Applications for Alterations and or Additions

A person must not carry out *'prescribed work'* in relation to a Unit unless the person is authorised to do so.

Applications to carry out prescribed works to a unit:

8.1 Shall be in writing;

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(a) The boundaries of the Unit,

(b) The access to the strata scheme;

(c) The onsite parking on the strata scheme;

(d) The location of the development in relation to the boundaries of the strata scheme;

(e) The location of road, walkways, unit subsidiaries and common property involved in the development;

1.16 *"Visitors"* includes invitees of the owner or occupier of a strata unit ("unit holder");

1.17 Other words have the definition given to them in the Act;

1.18 A reference to any statute, regulation or by-law includes all amendments, consolidations or replacements of them;

1.19 One gender includes all the other genders;

1.20 The singular includes the plural and the other way around

2. Operation

These Articles:

2.1 Operate in substitution for all previous and other articles of the Corporation;

2.2 Come into operation when lodged with the Registrar General pursuant to Section 19(3) of the Act;

2.3 Continue in force until varied or cancelled as provided for in the Act.

2.4 Replace all previously passed resolutions that are not in keeping with, or contradict these articles.

3. Relationship between these Articles and the Act

These Articles are subject to the Act, and in case of any conflict, the provisions of the Act will prevail.

4. Persons bound by these Articles

The persons bound by these Articles are provided in Section 20 of the Act.

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1. Interpretation and Definitions

The general functions, powers and duties of the Strata Corporation are to administer and maintain the common property for the benefit of the unit holders and the Corporation.

In these articles unless the context otherwise requires:

1.1 *"Act"* means the Strata Titles Act 1988 (as amended);

1.2 "AGM" means the annual general meeting of the Corporation convened in accordance with the Act;

1.3 "EGM" means any Extraordinary General Meeting of the Corporation convened in accordance with the Act;

1.4 "CM" means any Committee Meeting of the Corporation convened in accordance with the Act;

1.5 "Administrator" means any person, or entity, appointed by the Court under Section 37 of the Act;

1.6 *"Corporation"* means Strata Corporation No. 7816 Incorporated;

1.7 *"Court"* means a Court of appropriate jurisdiction in South Australia;

1.8 *"Section"* means a section of the Strata Titles Act 1988(as amended);

1.9 *"Unit"* as defined by Section 5 (5) of the Strata Titles Act 1988 (as amended).

1.10 *"Common Property"* unless Resolved otherwise is as defined by Section 5 (6) of the Strata Titles Act 1988 (as amended),

1.11 *"Prescribed Work"* in relation to a Unit is as defined within the Act;

1.12 *"Landscaping"* includes the provision and arrangement of trees, shrubs, ground covers, grassed areas, paving and, similar site works;

1.13 *"Improvement"* means anything which has been done to units, unit subsidiaries or common property by the development of the strata scheme;

1.14 *"Motor vehicle"* includes motor cycle, caravan and boat;

1.15 *"Plan"* means a document showing the development and in particular illustrating;

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Articles of Strata Corporation

February 2020

MIRA MONTE

Strata Corporation 7816 Inc

5 Mt Barker Road Urrbrae SA 5064

This document replaces "Articles of Strata Corporation" found within the Strata Titles Act 1988 (As Amended) and has been adopted by Special Resolution as prescribed by Section 19 of this Act.

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Department for Infrastructure and Transport Letter

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Government of South Australia
Department for Infrastructure and Transport

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.

In reply please quote *LA260736*
Enquiries to *Ming Jin– 7133 1895*

9 September 2026

The Form 1 Company
GPO Box 1651
ADELAIDE SA 5001
Form1@form1.net.au

Dear Sir/Madam

PROPERTY AT 5 MOUNT BARKER ROAD, URRBRAE
UNIT 28 OF STRATA PLAN 7816
PART SECTION 1079, HUNDRED OF ADELAIDE
CERTIFICATE OF TITLE REGISTER BOOK VOLUME 5010 FOLIO 326

I refer to your enquiry forwarded to Land Services SA - Section 7 Unit (Receipt No.2813987) concerning the above property.

The Metropolitan Adelaide Road Widening Plan makes provision for the acquisition of land from the Mount Barker Road frontage of this site (SP 7816) for future upgrading of Mount Barker Road. 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.

This property abuts a section of Mount Barker Road that was proclaimed as controlled access road on 12 September 2002 pursuant to Part 2A of the Highways Act 1926. Departmental records show that there is a proclaimed means of access 20.00 metres wide centrally located about a point 58.07 metres south east of the northern-most corner of the property by which persons and vehicles may directly enter or leave the controlled access road from/to this site.

Yours sincerely

MANAGER, TRANSPORT ASSESSMENT
for COMMISSIONER OF HIGHWAYS

State Planning Commission Letter

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STATE PLANNING COMMISSION

Level 10
83 Pirie Street
Adelaide SA 5000

GPO Box 1815
Adelaide SA 5001

1800 752 664
saplanningcommission@sa.gov.au

Contact	*Planning Services*
Email	*Dhud.planningservices@sa.gov.au*
Phone:	*7133 3030*

8 September 2026

The Form 1 Company
GPO Box 1651
ADELAIDE SA 5001

Dear Sir/Madam

Re: ***Land and Business (Sale and Conveyancing) Act 1994*** **- Section 7 Enquiry**
Property at Unit 28, 5 Mount Barker Road, Urrbrae
Registered Proprietor(s): K Ballenger and another

I refer to your enquiry to the Department for Housing and Urban Development (DHUD) concerning the parcel of land comprised in Certificate of Title Volume 5010 Folio 326 and the subsequent Property Interest Report (PIR) issued. (Reference No. 2813987 dated 28/8/26).

The land is the subject of an application for development which was granted approval, subject to certain conditions, by the South Australian Planning Commission pursuant to the *Planning Act 1982* (repealed). A copy of the Planning Decision Notification is attached, refer item 6.1 of PIR.

There is no record of any condition that continues to apply under either of the repealed Acts referred to in item 5.1 or 29.2 of the PIR.

Yours faithfully

Planning Services Unit
on behalf of
STATE PLANNING COMMISSION

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PLANNING DECISION NOTIFICATION

Development Number
080/211/86

Duplicate

FOR DEVELOPMENT APPLICATION

DATED 15 / 4 / 86

REGISTERED ON 18 / 4 / 86

To Bickford Construction Pty. Ltd.,
6 Dequetteville Terrace,
KENT TOWN 5067

Location of Proposed Development: Pt. Sec 1079
Mount Barker Road
URRBRAE 5064

Nature of Proposed Development: Residential Estate with Community and Recreational Facilities

From: S.A. PLANNING COMMISSION

Regulation 41
Sixth Schedule

Development Control Regulations
Planning Act
South Australia

In respect of this proposed development you are informed that:

- ☐ consent is refused
- ☐ consent is granted
- ☒ consent is granted subject to (16) condition(s)

No representations(☒) from third parties concerning your proposal were received.

If there were third party representations, any consent or consent with conditions does not operate until the periods specified on the back of the original of this form have expired. Reasons for this decision, any conditions imposed, and the reasons for imposing those conditions, are set out below. Please also refer to the information on the back of this form about appeal rights and operation of consent.

The sixteen (16) conditions form Attachment A to the Planning Decision Notification and are an integral part of the notification.

Signed: [signature]

Date: 6 / 8 / 86.

- ☒ Chairman, S.A. Planning Commission
- ☐ Town Clerk
- ☐ District Clerk
- ☐ Sheets attached

2—DUPLICA

Appeal(s): ☐ Yes ☐ No ☐ By Applicant ☐ By Third Party Result of Appeal:

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THESE SIXTEEN (16) CONDITIONS FORM AN INTEGRAL PART OF THE PLANNING DECISION NOTIFICATION FOR DEVELOPMENT NO. 080/211/86
ISSUED TO BICKFORD CONSTRUCTION PTY. LTD

1. The development being carried out in accordance with Drawing Nos. 6360 IS - 6S dated April 1986.

2. That all habitable structures (other than those of flexible-frame construction) and swimming pools be founded on bedrock, or wholly engineered fill which is taken to bedrock.

3. All fire access tracks on the land to have at all times, unobstructed access from the internal road system for the development.

4. The modifications to the quarry slopes being carried out to the following specifications:-

   1. the modifications to the upper quarry slopes being only to the extent necessary to stabilise the slopes to ensure the safety of the proposed residential development on the quarry floor, as determined by a certified geotechnical engineer; and

   2. a comprehensive landscaping plan being prepared for the quarry slopes to minimise the visibility of any re-exposed quarry faces from beyond the site.

5. The area developed for buildings, internal roads, landscape, recreation and access purposes shall be provided with a surface and underground drainage system discharging into the existing underground pipe so as to carry stormwater from that part of the land developed for residential dwellings.

   a: to prevent inundation of the immediate environs of all buildings by storms of 100 year return frequency.

   b: to prevent inundation of the internal access roads by storms of 10 year return frequency.

6. That part of the land being development for detached dwellings shall be reformed and graded either by filling or otherwise to ensure compliance with condition 1 and to ensure that the drainage of other lands is not adversely affected whether by impeding the free flow of water from those lands or the discharging of water from the land onto any other land or otherwise.

7. The drainage system and improvements required by Condition 1 and 2 shall be constructed in accordance with plans and specifications showing stages of construction, if any, submitted to and approved by the responsible authority.

8. The plans and specifications required by Condition 5 shall be accompanied by a certificate and a report by a qualified civil engineer that in his professional opinion the works:

   a: have been so designed to ensure compliance with Condition 1 and 2.

   b: will not cause or contribute to siltation of any part of the water course adjacent to the north western boundary of the land.

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9. All roads of internal access, access roads connecting to existing public roads and parking areas shall be:

   a: designed and constructed to a standard of strength and width sufficient to cater effectively for the number and loaded weight of any vehicles likely to be using them.

   b: sealed with an all weather seal coat or other impervious surface to the satisfaction of the responsible authority.

   c: properly drained by means of 1. surface drains constructed of an approved impervious material on each side of the road pavement and discharging into the drainage system provided in compliance with Condition 1. 2. subsoil drains of adequate capacity to ensure the stability of that road pavement.

10. All disturbed surfaces on the land resulting from the buildings and works authorized or required by this planning authorization shall be revegetated and stabilised to the satisfaction of the responsible authority so as to prevent any erosion or siltation on or adjacent to the land.

11. a: A landscape plan for the whole of the area of land developed in accordance with this planning authorization shall be prepared showing the species, age, density of plantings and proportions of the various species proposed to be planted.

    b: The landscape plan required by 11(a) shall be prepared by a suitably qualified landscape architect.

    c: That the landscaping required by 11(a) shall be planted and established prior to the use being made of the land.

12. The gardens and landscaping areas shall be provided with a system of underground water pipes, together with water taps together with hoses, or a sprinkler system to enable the lawns, gardens and landscaped areas to be watered during dry weather.

13. All trees and shrubs on the subject land shall be maintained in good order and condition and any dead or diseased trees shall be replaced as soon as practicable.

14. Entrance gates to the development to be located a minimum of 30 metres from the property boundary along Mount Barker Road.

15. That the corporate facilities be made available only to residents and invited guests of residents.

16. E.T.S.A. and Telecom services being provided underground.