

FORM 1 - Vendor's Statement

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

Contents

Preliminary

Part A – Parties and land

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

Part C – Statement with respect to required particulars

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

Schedule

Preliminary

To the purchaser:

The purpose of a statement under section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* is to put you on notice of certain particulars concerning the land to be acquired. If you intend to carry out building work on the land, change the use of the land or divide the land, you should make further inquiries to determine whether this will be permitted. For example, building work may not be permitted on land not connected to a sewerage system or common drainage scheme if the land is near a watercourse, dam, bore or the River Murray and Lakes.

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

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

Instructions to the vendor for completing this statement:

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

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

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

* 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:

Susan Lorraine Threadgold and Gavin Robert Threadgold

Address:

2 Yarrabee Road, Greenhill SA 5140

4 Vendor's registered agent:

Denham Property Sales Pty Ltd T/A Magain Real Estate

Address:

Shop 2, 515 Brighton Road, Brighton 5048

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

6 Description of the land:

[Identify the land including any certificate of title reference]

The land situated at Unit 305/47 Fifth Street, Bowden SA 5007 and being whole of the land in Certificate of Title

Volume 6175 Folio 726 and being whole of Lot 70 Primary Community Strata Plan 28285 in the Area named

Bowden in the Hundred of Yatala

PART B – PURCHASER'S COOLING-OFF RIGHTS AND PROCEEDING WITH THE PURCHASE

To the purchaser:

Right to cool-off (section 5)

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

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

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

2 – Time for service

The cooling-off notice must be served–

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

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

3 – Form of cooling-off notice

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

4 – Methods of service

The cooling-off notice must be–

- (a) given to the vendor personally; or
- (b) posted by registered post to the vendor at the following address:

2 Yarrabee Road, Greenhill SA 5140

(being the vendor's last known address); or

- (c) transmitted by fax or email to the following fax number or email address:

andrewfox@magain.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:

Shop 2, 515 Brighton Road, Brighton 5048

(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.

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:

*+ / We,

Susan Lorraine Threadgold and Gavin Robert Threadgold

of

2 Yarrabee Road, Greenhill SA 5140

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: _____ Signed: _____

Date: _____ Signed: _____

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

(section 9)

To the purchaser:

I,

Andrew Fox

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: _____ Signed: _____

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

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

SCHEDULE – DIVISION 1**PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND****(section 7(1)(b))****Note –**

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

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

- (a) there is an attachment to this statement and –
 - (i) all the required particulars are contained in that attachment; and
 - (ii) the attachment is identified in column 2; and
 - (iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or
- (b) the mortgage, charge or prescribed encumbrance –
 - (i) is 1 of the following items in the table:
 - (A) under the heading 1. General –
 - 1.1 Mortgage of land
 - 1.4 Lease, agreement for lease, tenancy agreement or licence
 - 1.5 Caveat
 - 1.6 Lien or notice of a lien
 - (B) under the heading 36. Other charges –
 - 36.1 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.]

Column 1	Column 2	Column 3
1. General		
1.1 Mortgage of land	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to Certificate of Title</p> <p>Number of mortgage (if registered):</p> <p>12563278</p> <p>Name of mortgagee:</p> <p>WESTPAC BANKING CORPORATION (ACN: 007 457 141)</p>	<input checked="" type="checkbox"/> YES YES
<p><i>[Note -</i> <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>		
1.2 Easement (whether over the land or annexed to the land)	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to property interest Report (page 12)</p> <p>Description of land subject to easement:</p> <p>Refer to property interest Report (page 12)</p> <p>Nature of easement:</p> <p>Electricity and Telecommunications Infrastructure - Building Restrictions and Statutory Easements (including those related to gas, water and sewage)</p> <p>Are you aware of any encroachment on the easement?</p> <p>NO</p> <p>(If YES, give details):</p> <p>If there is an encroachment, has approval for the encroachment been given?</p> <p>(If YES, give details):</p>	<input checked="" type="checkbox"/> NO YES
<p><i>[Note -</i> <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>		
1.3 Restrictive covenant	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to Certificate of Title & Memorandum of Encumbrance</p> <p>Nature of restrictive covenant:</p> <p>Refer to Certificate of Title & Memorandum of Encumbrance</p> <p>Name of person in whose favour restrictive covenant operates:</p> <p>Refer to Certificate of Title & Memorandum of Encumbrance</p> <p>Does the restrictive covenant affect the whole of the land being acquired?</p> <p>YES</p> <p>(If NO, give details):</p> <p>Does the restrictive covenant affect land other than that being acquired?</p> <p>NO</p>	<input checked="" type="checkbox"/> NO YES
<p><i>[Note -</i> <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>		

Column 1	Column 2	Column 3
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 - <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> 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):	<input type="checkbox"/> YES/NO YES/NO
5. Development Act 1993 (repealed)		
5.1 section 42 - Condition (that continues to apply) of a development authorisation [Note - <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Refer to City of Charles Sturt Council Search Condition(s) of authorisation: Refer to City of Charles Sturt Council Search	<input checked="" type="checkbox"/> NO YES
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 - <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Nature of condition(s):	<input type="checkbox"/> YES/NO YES/NO
7. Emergency Services Funding Act 1998		
7.1 section 16 - Notice to pay levy	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Refer to Certificate of Emergency Services Levy Payable Date of notice: 27/10/2025 Amount of levy payable: \$134.90	<input checked="" type="checkbox"/> YES YES

Column 1	Column 2	Column 3
19. Land Tax Act 1936		
19.1 Notice, order or demand for payment of land tax	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to Certificate of Land Tax Payable</p> <p>Date of notice, order or demand:</p> <p>27/10/2025</p> <p>Amount payable (as stated in the notice):</p> <p>\$0.00</p>	<div style="text-align: right;"> <input checked="" type="checkbox"/> YES YES </div>
29. Planning, Development and Infrastructure Act 2016		
29.1 Part 5 - Planning and Design Code	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to City of Charles Sturt Council Search & PLAN SA Section 7 report</p> <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):</p> <p>Refer to City of Charles Sturt Council Search & PLAN SA Section 7 report</p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area?</p> <p>NO</p> <p>Is the land designated as a local heritage place?</p> <p>NO</p> <p>Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?</p> <p>NO</p> <p>Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?</p> <p>NO</p> <p>Note-</p> <p>For further information about the Planning and Design Code visit https://code.plan.sa.gov.au.</p>	<div style="text-align: right;"> <input checked="" type="checkbox"/> NO YES </div>
<p>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</p>		
29.2 section 127 - Condition (that continues to apply) of a development authorisation	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p>	<div style="text-align: right;"> <input type="checkbox"/> YES/NO YES/NO </div>
<p>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</p> <p style="font-size: 2em; text-align: center;">N/A</p>		

Column 1	Column 2	Column 3
34. Water Industry Act 2012		
34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to Certificate of Water and Sewer Charges & Encumbrance Information</p> <p>Date of notice or order:</p> <p>27/10/2025</p> <p>Name of person or body who served notice or order:</p> <p>SA Water</p> <p>Amount payable (if any) as specified in the notice or order:</p> <p>\$205.21</p> <p>Nature of other requirement made (if any) as specified in the notice or order:</p> <p>Refer to Certificate of Water and Sewer Charges & Encumbrance Information</p>	<div style="border: 1px solid black; width: 20px; height: 20px; text-align: center; line-height: 20px;">✓</div> <p>YES</p> <p>YES</p>

SCHEDULE – DIVISION 2

OTHER PARTICULARS

(section 7(1)(b))

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



- 1 Name of community corporation:
Community Corporation 28285
Address of community corporation:
305/47 Fifth Street Bowden
- 2 Application must be made in writing to the community corporation for the particulars and documents referred to in 3 and 4.
Application must also be made in writing to the community corporation for the documents referred to in 6 unless those documents are obtained from the Lands Titles Registration Office.
- 3 Particulars supplied by the community corporation or known to the vendor:
 - (a) particulars of contributions payable in relation to the lot (including details of arrears of contributions related to the lot):
Refer to the Particulars supplied (Pursuant to Section 139 – Community Titles Act 1996)
 - (b) particulars of assets and liabilities of the community corporation:
Refer to the Particulars supplied (Pursuant to Section 139 – Community Titles Act 1996)
 - (c) particulars of expenditure that the community corporation has incurred, or has resolved to incur, and to which the owner of the lot must contribute, or is likely to be required to contribute:
Refer to the Particulars supplied (Pursuant to Section 139 – Community Titles Act 1996)
 - (d) if the lot is a development lot, particulars of the scheme description relating to the development lot and particulars of the obligations of the owner of the development lot under the development contract:
Refer to the Particulars supplied (Pursuant to Section 139 – Community Titles Act 1996)
 - (e) if the lot is a community lot, particulars of the lot entitlement of the lot:
Refer to the Particulars supplied (Pursuant to Section 139 – Community Titles Act 1996)

[If any of the above particulars have not been supplied by the community corporation by the date of this statement and are not known to the vendor, state "not known" for those particulars.]
- 4 Documents supplied by the community corporation that are enclosed:
 - (a) a copy of the minutes of the general meetings of the community corporation and management committee
*for the 2 years preceding this statement/since the deposit of the community plan;
(*Strike out or omit whichever is the greater period)
YES
 - (b) a copy of the statement of accounts of the community corporation last prepared;
YES
 - (c) a copy of current policies of insurance taken out by the community corporation.
YES

[For each document indicate (YES or NO) whether or not the document has been supplied by the community corporation by the date of this statement.]
- 5 If "not known" has been specified for any particulars in 3 or a document referred to in 4 has not been supplied, set out the date of the application made to the community corporation and give details of any other steps taken to obtain the particulars or documents concerned:

-
- 6 The following documents are enclosed:

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

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

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

Name:

Strata Data

Address:

647 Portrush Road Glen Osmond SA 5064

Note—

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

Particulars relating to environment protection**1—Interpretation**

- (1) In this and the following items (items 1 to 7 inclusive)—
domestic activity has the same meaning as in the *Environment Protection Act 1993*;
environmental assessment, in relation to land, means an assessment of the existence or nature or extent of—
 (a) site contamination (within the meaning of the *Environment Protection Act 1993*) at the land; or
 (b) any other contamination of the land by chemical substances,
 and includes such an assessment in relation to water on or below the surface of the land;
EPA means the Environment Protection Authority established under the *Environment Protection Act 1993*;
pre-1 July 2009 site audit, in relation to land, means a review (carried out by a person recognised by the EPA as an environmental auditor) that examines environmental assessments or remediation of the land for the purposes of determining—
 (a) the nature and extent of contamination of the land by chemical substances present or remaining on or below the surface of the land; and
 (b) the suitability of the land for a particular use; and
 (c) what remediation is or remains necessary for a particular use,
 but does not include a site contamination audit (as defined below) completed on or after 1 July 2009;
pre-1 July 2009 site audit report means a detailed written report that sets out the findings of a pre-1 July 2009 site audit;
prescribed commercial or industrial activity—see item 1(2);
prescribed fee means the fee prescribed under the *Environment Protection Act 1993* for inspection of, or obtaining copies of information on, the public register;
public register means the public register kept by the EPA under section 109 of the *Environment Protection Act 1993*;
site contamination audit has the same meaning as in the *Environment Protection Act 1993*;
site contamination audit report has the same meaning as in the *Environment Protection Act 1993*.
 (2) For the purposes of this and the following items (items 1 to 7 inclusive), each of the following activities (as defined in Schedule 3 clause 2 of the *Environment Protection Regulations 2023*) is a prescribed commercial or industrial activity:

abrasive blasting	acid sulphate soil generation	agricultural activities
airports, aerodromes or aerospace industry	animal burial	animal dips or spray race facilities
animal feedlots	animal saleyards	asbestos disposal
asphalt or bitumen works	battery manufacture, recycling or disposal	breweries
brickworks	bulk shipping facilities	cement works
ceramic works	charcoal manufacture	coal handling or storage
coke works	compost or mulch production or storage	concrete batching works
curing or drying works	defence works	desalination plants
dredge spoil disposal or storage	drum reconditioning or recycling works	dry cleaning
electrical or electronics component manufacture	electrical substations	electrical transformer or capacitor works
electricity generation or power plants	explosives or pyrotechnics facilities	fertiliser manufacture
fibreglass manufacture	fill or soil importation	fire extinguisher or retardant manufacture
fire stations	fire training areas	foundry
fuel burning facilities	furniture restoration	gasworks
glass works	glazing	hat manufacture or felt processing
incineration	iron or steel works	laboratories
landfill sites	lime burner	metal coating, finishing or spray painting
metal forging	metal processing, smelting, refining or metallurgical works	mineral processing, metallurgical laboratories or mining or extractive industries
mirror manufacture	motor vehicle manufacture	motor vehicle racing or testing venues
motor vehicle repair or maintenance	motor vehicle wrecking yards	mushroom farming
oil recycling works	oil refineries	paint manufacture
pest control works	plastics manufacture works	printing works
pulp or paper works	railway operations	rubber manufacture or processing
scrap metal recovery	service stations	ship breaking
spray painting	tannery, fellmongery or hide curing	textile operations
transport depots or loading sites	tyre manufacture or retreading	vermiculture
vessel construction, repair or maintenance	waste depots	wastewater storage, treatment or disposal
water discharge to underground aquifer	wetlands or detention basins	wineries or distilleries
wood preservation works	woolscouring or wool carbonising works	works depots (operated by councils or utilities)

2—Pollution and site contamination on the land—questions for vendor

(1) Is the vendor aware of any of the following activities ever having taken place at the land:

- (a) storage, handling or disposal of waste or fuel or other chemicals (other than in the ordinary course of domestic activities)?
- (b) importation of soil or other fill from a site at which—
 - (i) an activity of a kind listed in paragraph (a) has taken place; or
 - (ii) a prescribed commercial or industrial activity (see item 1(2) above) has taken place?

NO

If **YES**, give details of all activities that the vendor is aware of and whether they have taken place before or after the vendor acquired an interest in the land:

(2) Is the vendor aware of any prescribed commercial or industrial activities (see item 1(2) above) ever having taken place at the land?

NO

If **YES**, give details of all activities that the vendor is aware of and whether they have taken place before or after the vendor acquired an interest in the land:

(3) Is the vendor aware of any dangerous substances ever having been kept at the land pursuant to a licence under the *Dangerous Substances Act 1979*?

NO

If **YES**, give details of all dangerous substances that the vendor is aware of and whether they were kept at the land before or after the vendor acquired an interest in the land:

(4) Is the vendor aware of the sale or transfer of the land or part of the land ever having occurred subject to an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies?

NO

If **YES**, give details of each sale or transfer and agreement that the vendor is aware of:

(5) Is the vendor aware of an environmental assessment of the land or part of the land ever having been carried out or commenced (whether or not completed)?

NO

If **YES**, give details of all environmental assessments that the vendor is aware of and whether they were carried out or commenced before or after the vendor acquired an interest in the land:

Note—

These questions relate to details about the land that may be known by the vendor. A "YES" answer to the questions at items 2(1) or 2(2) 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.

A "YES" answer to any of the questions in this item may indicate the need for the purchaser to seek further information regarding the activities, for example, from the council or the EPA.

3—Licences and exemptions recorded by EPA in public register

Does the EPA hold any of the following details in the public register:

- (a) details of a current licence issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?
NO
- (b) details of a licence no longer in force issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?
YES
- (c) details of a current exemption issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?
NO
- (d) details of an exemption no longer in force issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?
YES
- (e) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to operate a waste depot at the land?
NO
- (f) details of a licence issued under the repealed *Waste Management Act 1987* to operate a waste depot at the land?
NO
- (g) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to produce waste of a prescribed kind (within the meaning of that Act) at the land?
YES
- (h) details of a licence issued under the repealed *Waste Management Act 1987* to produce prescribed waste (within the meaning of that Act) at the land?
YES

Note—

These questions relate to details about licences and exemptions required to be recorded by the EPA in the public register. If the EPA answers "YES" to any of the questions—

- in the case of a licence or exemption under the *Environment Protection Act 1993*—
 - the purchaser may obtain a copy of the licence or exemption from the public register on payment of the prescribed fee; and
 - the purchaser should note that transfer of a licence or exemption is subject to the conditions of the licence or exemption and the approval of the EPA (see section 49 of the *Environment Protection Act 1993*); and
- in the case of a licence under a repealed Act—the purchaser may obtain details about the licence from the public register on payment of the prescribed fee.

A "YES" answer to any of these questions 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.

The EPA will not provide details about licences to conduct the following prescribed activities of environmental significance (within the meaning of Schedule 1 Part A of the *Environment Protection Act 1993*): waste transport business (category A), waste transport business (category B), dredging, earthworks drainage, any other activities referred to in Schedule 1 Part A undertaken by means of mobile works, helicopter landing facilities, marinas and boating facilities or discharges to marine or inland waters.

The EPA will not provide details about exemptions relating to—

- the conduct of any of the licensed activities in the immediately preceding paragraph in this note; or
- noise.

4—Pollution and site contamination on the land—details recorded by EPA in public register

Does the EPA hold any of the following details in the public register in relation to the land or part of the land:

- (a) details of serious or material environmental harm caused or threatened in the course of an activity (whether or not notified under section 83 of the *Environment Protection Act 1993*)?
NO
- (b) details of site contamination notified to the EPA under section 83A of the *Environment Protection Act 1993*?
NO
- (c) a copy of a report of an environmental assessment (whether prepared by the EPA or some other person or body and whether or not required under legislation) that forms part of the information required to be recorded in the public register?
YES
- (d) a copy of a site contamination audit report?
YES
- (e) details of an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies?
NO
- (f) details of an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*?
NO
- (g) details of an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*?
NO
- (h) details of a notification under section 103Z(1) of the *Environment Protection Act 1993* relating to the commencement of a site contamination audit?
YES
- (i) details of a notification under section 103Z(2) of the *Environment Protection Act 1993* relating to the termination before completion of a site contamination audit?
NO
- (j) details of records, held by the former South Australian Waste Management Commission under the repealed *Waste Management Act 1987*, of waste (within the meaning of that Act) having been deposited on the land between 1 January 1983 and 30 April 1995?
NO

Note—

These questions relate to details required to be recorded by the EPA in the public register. If the EPA answers "YES" to any of the questions, the purchaser may obtain those details from the public register on payment of the prescribed fee.

5—Pollution and site contamination on the land—other details held by EPA

Does the EPA hold any of the following details in relation to the land or part of the land:

- (a) a copy of a report known as a "Health Commission Report" prepared by or on behalf of the South Australian Health Commission (under the repealed *South Australian Health Commission Act 1976*)?
NO
- (b) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*?
NO
- (c) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*?
NO
- (d) a copy of a pre-1 July 2009 site audit report?
NO
- (e) details relating to the termination before completion of a pre-1 July 2009 site audit?
NO

Note—

These questions relate to details that the EPA may hold. If the EPA answers "YES" to any of the questions, the purchaser may obtain those details from the EPA (on payment of any fee fixed by the EPA).

6—Further information held by councils

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

- (a) commercial or industrial activity at the land; or
- (b) a change in the use of the land or part of the land (within the meaning of the *Development Act 1993* or the *Planning, Development and Infrastructure Act 2016*)?
NO

Note—

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

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

It should be noted that—

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

7—Further information for purchasers

Note—

The purchaser is advised that other matters under the *Environment Protection Act 1993* (that is, matters other than those referred to in this Statement) that may be relevant to the purchaser's further enquiries may also be recorded in the public register. These include:

- details relating to environmental authorisations such as applications, applicants, locations of activities, conditions, suspension, cancellation or surrender of authorisations, disqualifications, testing requirements and test results;
- details relating to activities undertaken on the land under licences or other environmental authorisations no longer in force;
- written warnings relating to alleged contraventions of the *Environment Protection Act 1993*;
- details of prosecutions and other enforcement action;
- details of civil proceedings;
- other details prescribed under the *Environment Protection Act 1993* (see section 109(3)(l)).

Details of these matters may be obtained from the public register on payment to the EPA of the prescribed fee.

If—

- an environment performance agreement, environment protection order, clean-up order, clean-up authorisation, site contamination assessment order or site remediation order has been registered on the certificate of title for the land; or
- a notice of declaration of special management area in relation to the land has been gazetted; or
- a notation has been made on the certificate of title for the land that a site contamination audit report has been prepared in respect of the land; or
- a notice of prohibition or restriction on taking water affected by site contamination in relation to the land has been gazetted,

it will be noted in the items under the heading *Environment Protection Act 1993* under the Table of Particulars in this Statement. Details of any registered documents may be obtained from the Lands Titles Registration Office.

**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 one corporation, then you should not expect that all lot owners in the group will have equal voting rights. The corporations may be structured so that, even though there are more apartments than shops in the group, the shop owners can outvote the apartment owners on some matters. Make enquiries so that you understand how many corporations there are and what voting rights you will have.

Further information

The Real Estate Institute of South Australia provides an information service for enquiries about real estate transactions, see www.reisa.com.au.

The Australian Institute of Conveyancers (SA Division) (AICSA) provides information and operates a Public Advisory 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 of South Australia at www.lsc.sa.gov.au.

You can also seek advice from a legal practitioner.

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser acknowledges receipt of the following:

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

the above being identified by pages numbered 1 to 20 inclusive, together with the following annexures and supporting documents (if any):

FORM R3 Buyers Information Notice

Local Government Authority Prescribed Inquiry

Copy of Contract

Property Interest Report

Emergency Services Levy Certificate

Land Tax Certificate

SA Water Certificate

Memorandum of Encumbrance

Environment Protection Authority Section 7 Response

Particulars supplied (Statement pursuant to Section 139 – Community Titles Act 1996)

Copy of By Laws

SIGNED BY THE PURCHASER:

Date: _____ Signed: _____

Date: _____ Signed: _____

The Purchaser:

1. acknowledges and consents to the parties and their representatives signing the Form 1 by digital and or electronic signatures under the *Electronic Communications Act* (SA);
2. by signing this Acknowledgement, signs for all Purchasers, and warrants authority to acknowledge the Form 1 for all Purchasers (if more than 1); and
3. is not required to sign a Form 1 for it to be validly served and acknowledges the signing provision above is included if the Agent serves the Form 1 in person and wants evidence of the Purchaser having been served. If the Form 1 is served electronically, the email is sufficient evidence of what has been served.

Form R3

Buyers information notice

Land and Business (Sale and Conveyancing) Act 1994 section 13A
Land and Business (Sale and Conveyancing) Regulations 2010 regulation 17

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

The following questions may help you to identify if a property is appropriate to purchase. In many cases the questions relate to a variety of laws and standards. These laws and standards change over time, so it is important to seek the most up to date information. Various government agencies can provide up to date and relevant information on many of these questions. To find out more, Consumer and Business Services recommend that 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 of the issues are relevant to each heading.

Safety

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

Enjoyment

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

Value

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

For more information on these matters visit: www.cbs.sa.gov.au

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.

REAL PROPERTY ACT, 1986



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



Certificate of Title - Volume 6175 Folio 726

Parent Title(s) CT 6163/93
Creating Dealing(s) AP 12525040
Title Issued 10/06/2016 Edition 2 Edition Issued 02/08/2016

Estate Type

FEE SIMPLE

Registered Proprietor

SUSAN LORRAINE THREDGOLD
GAVIN ROBERT THREDGOLD
OF 2 YARRABEE ROAD GREENHILL SA 5140
AS JOINT TENANTS

Description of Land

LOT 70 PRIMARY COMMUNITY STRATA PLAN 28285
IN THE AREA NAMED BOWDEN
HUNDRED OF YATALA

Easements

NIL

Schedule of Dealings

Dealing Number	Description
12563277	ENCUMBRANCE TO URBAN RENEWAL AUTHORITY
12563278	MORTGAGE TO WESTPAC BANKING CORPORATION (ACN: 007 457 141)

Notations

Dealings Affecting Title NIL
Priority Notices NIL

Notations on Plan

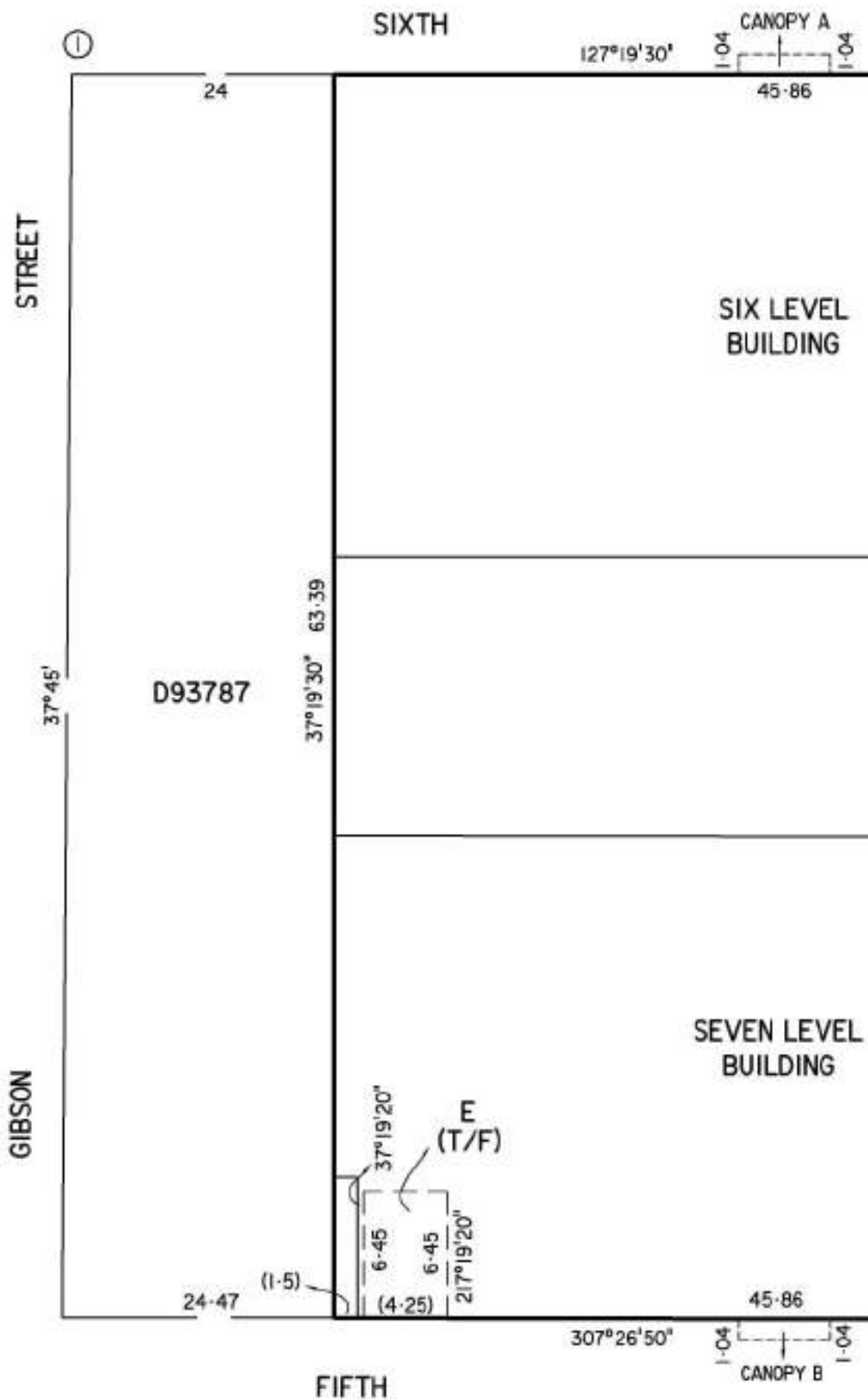
Lodgement Date	Dealing Number	Description	Status
13/08/2015	12379756	SCHEME DESCRIPTION	FILED
13/08/2015	12379757	DEVELOPMENT CONTRACT	FILED
16/07/2025	14573624	BY-LAWS	FILED

Registrar-General's Notes NIL
Administrative Interests NIL

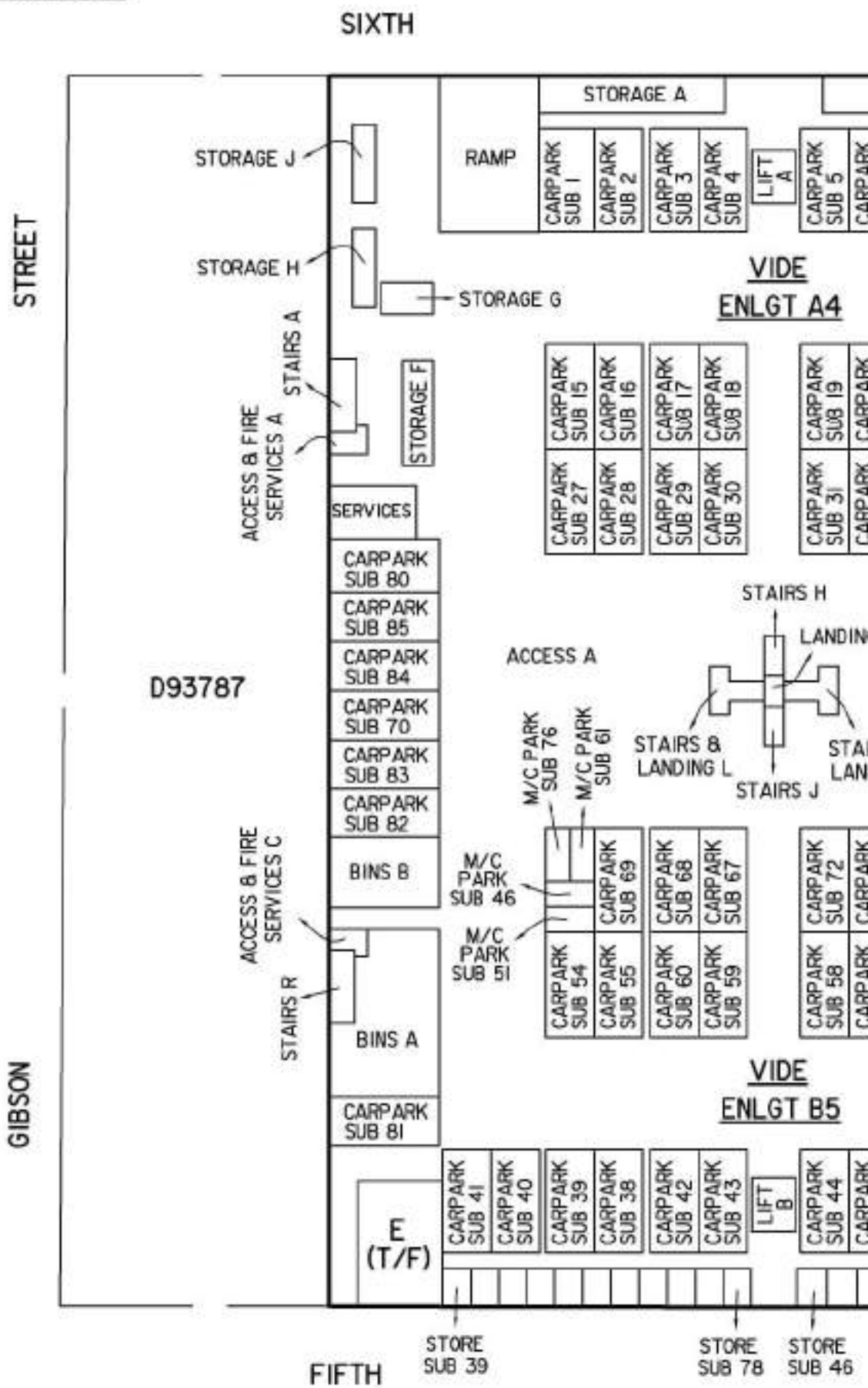
PURPOSE:	PRIMARY COMMUNITY	AREA NAME:	BOWDEN
MAP REF:	6628/41/D	COUNCIL:	CITY OF C
LAST PLAN:	D93787	DEVELOPMENT NO:	252/C064/
AGENT DETAILS:	FYFE PTY LTD LEVEL 3, 80 FLINDERS STREET ADELAIDE SA 5000 PH: 82019600 FAX: 82019650	SURVEYORS CERTIFICATION:	I Perry Ma infrastru the Comm 27th day o
AGENT CODE:	ALRF		
REFERENCE:	20765/14SC3-R10		
SUBJECT TITLE DETAILS:			
PREFIX	VOLUME	FOLIO	OTHER
CT	6138	133	
			PARCEL
			ALLOTMENT(S)
			NUMBER
			211
OTHER TITLES AFFECTED: CT 6139/728 , CT 6139/729 , CT 6139/730 , CT 6154/756 , Other / GRO MEM NO 97 BK 541 , CT 6			
EASEMENT DETAILS:			
STATUS	LAND BURDENED	FORM	CATEGORY
EXISTING	COMMON PROPERTY	SERVICE	EASEMENT(S)
			IDENTIFIER
			E(T/F)
ANNOTATIONS: PLAN PURPOSE IS INCORRECT AND SHOULD BE PRIMARY COMMUNITY STRATA ENCROACHMENT OF CANOPY A, STAIRS P, STAIRS Q AND ACCESS N OCCURS OVER SIXTH STREET ENCROACHMENT OF CANOPY B OCCURS OVER FIFTH STREET			

SITE PLAN

STA

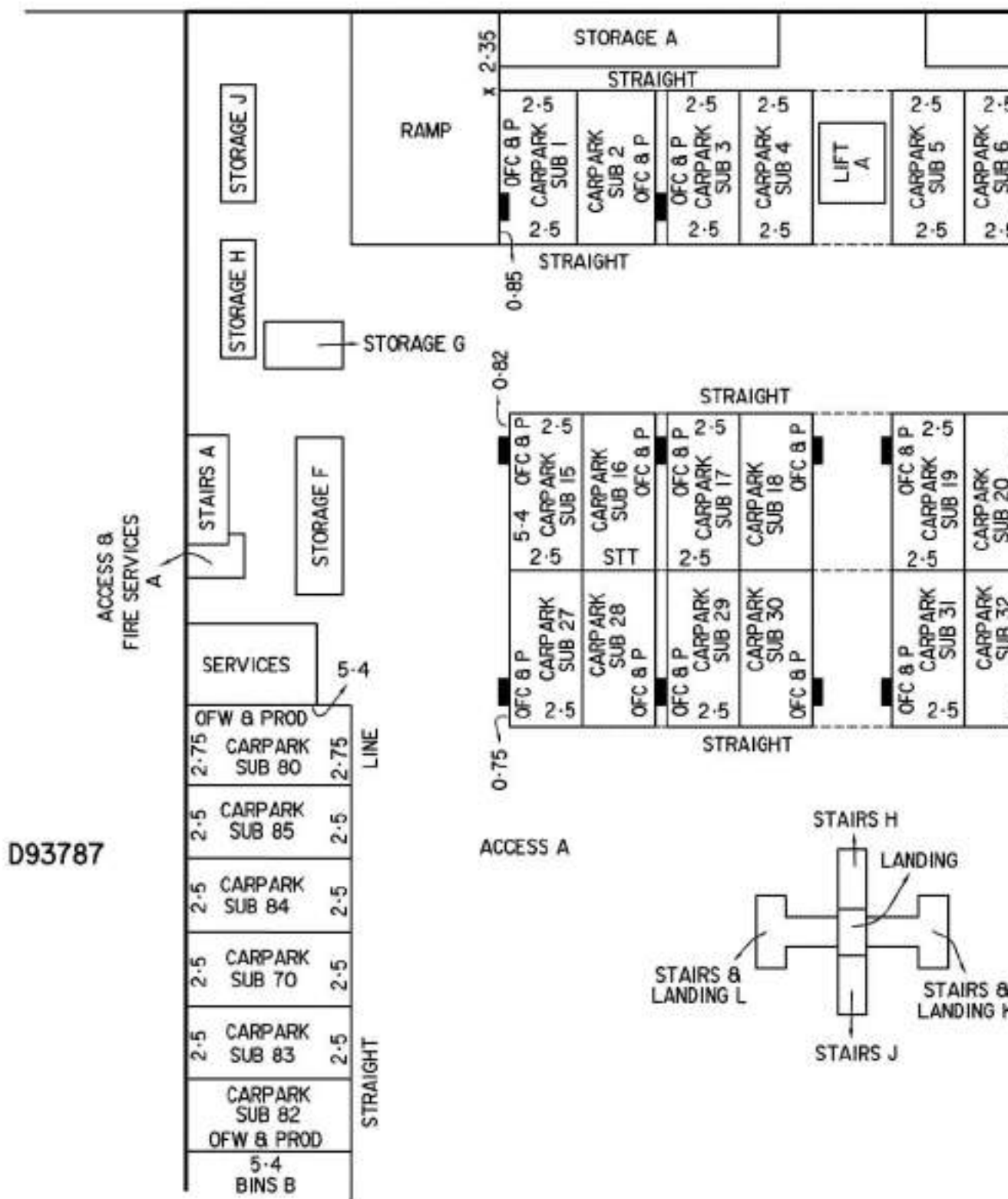


BASEMENT FLOOR PLAN



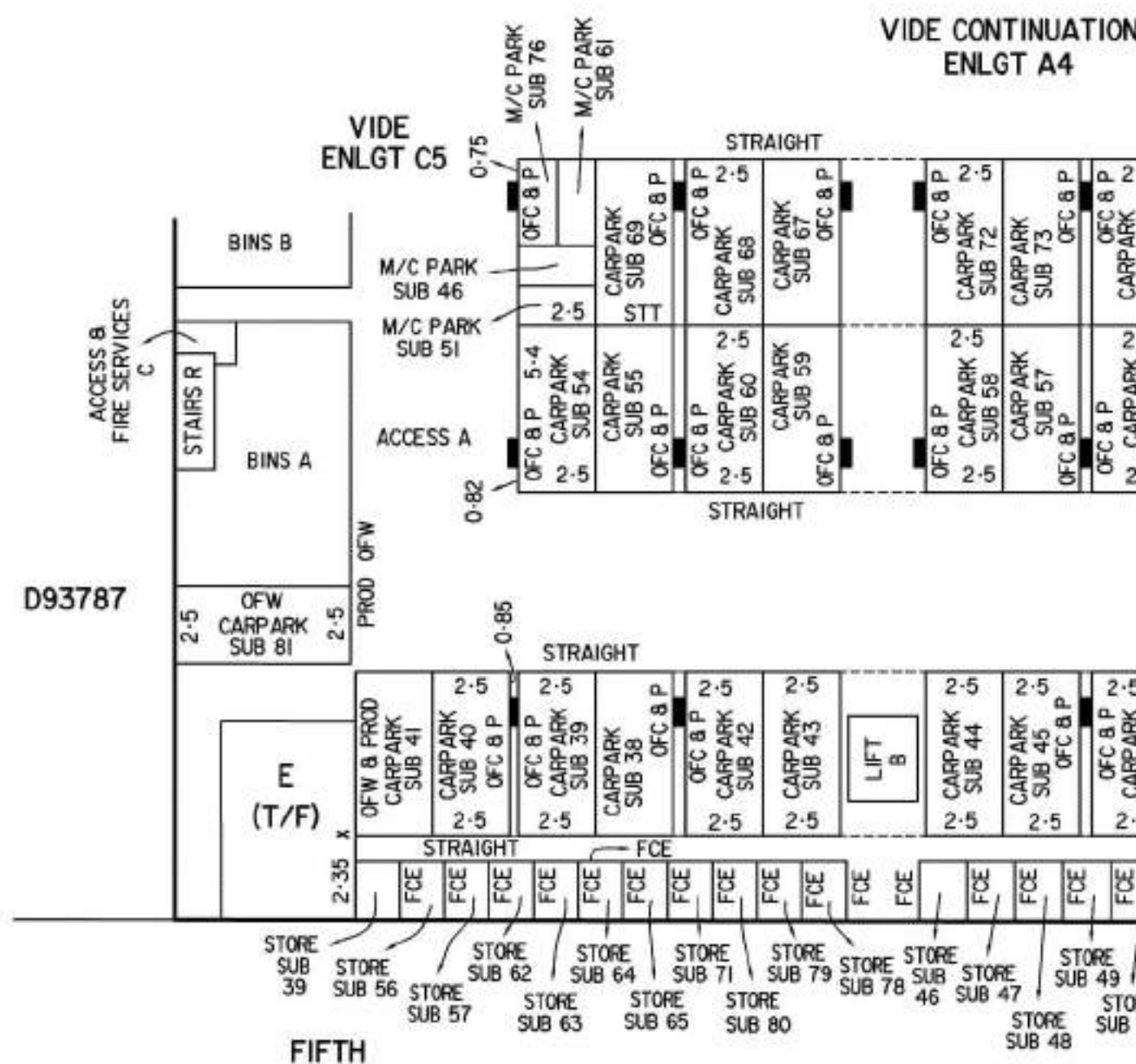
BASEMENT FLOOR PLAN

SIXTH



VIDE CONTINUATION
ENLGT B5

BASEMENT FLOOR PLAN



STREET

D93787

GIBSON

FIFTH

FIRST FLOOR PLAN

STREET

SIXTH

SERVICES L

BAL SUB 13

BAL SUB 12

BAL SUB 11

VOID

BAL SUB 10

SERVICES PP

11

INCL 2 SUBS
BAL, C/P

LIFT A

10

INCL 2 SUBS
BAL, C/P

12

INCL 2 SUBS
BAL, C/P

ELECTRICAL
SERVICES A

SERVICES Q

SERVICES C

SERVICES M

SERVICES NN

VOID

VOID

VOID

VOID

VOID

STAIRS A

FIRE SERVICES A

SERVICES R

SERVICES V

SERVICES Z

14

INCL 2 SUBS
BAL, C/P

SERVICES S

15

INCL 2 SUBS
BAL, C/P

SERVICES W

16

INCL 2 SUBS
BAL, C/P

SERVICES T

BAL SUB 14

SERVICES U

BAL SUB 15

SERVICES Y

SERVICES DD

WALL

WALL

D93787

VOID

GIBSON

FIFTH

SERVICES G2

BAL SUB 55

SERVICES G3

WALL

BAL SUB 54

SERVICES F4

SERVICES F5

SERVICES F6

BAL SUB 53

NBN 9

55

INCL 3 SUBS
BAL, C/P,
STORE

SERVICES G16

54

INCL 3 SUBS
BAL, C/P, STORE

NBN 10

53

INCL 3 SUBS
BAL, C/P,
STORE

STAIRS R

SERVICES G17

SERVICES G15

SERVICES F10

SERVICES F9

FIRE

SERVICES C

VOID

VOID

VOID

VOID

VOID

SERVICES F14

51

INCL 3 SUBS
BAL, M/C,
STORE

NBN 18

NBN 17

SERVICES F13

50

INCL 3 SUBS
BAL, C/P, STORE

SERVICES G20

49

INCL 3 SUBS
BAL, C/P,
STORE

SERVICES G37

53

INCL 3 SUBS
BAL, C/P, STORE

BAL SUB 51

SERVICES G34

NBN 16

SERVICES G36

ACCESS N

48

INCL 3 SUBS
BAL, C/P, STORE

NBN SERVICES G38

BAL SUB 48

BAL SUB 50

BAL SUB 49

SERVICES G35

WALL

WALL

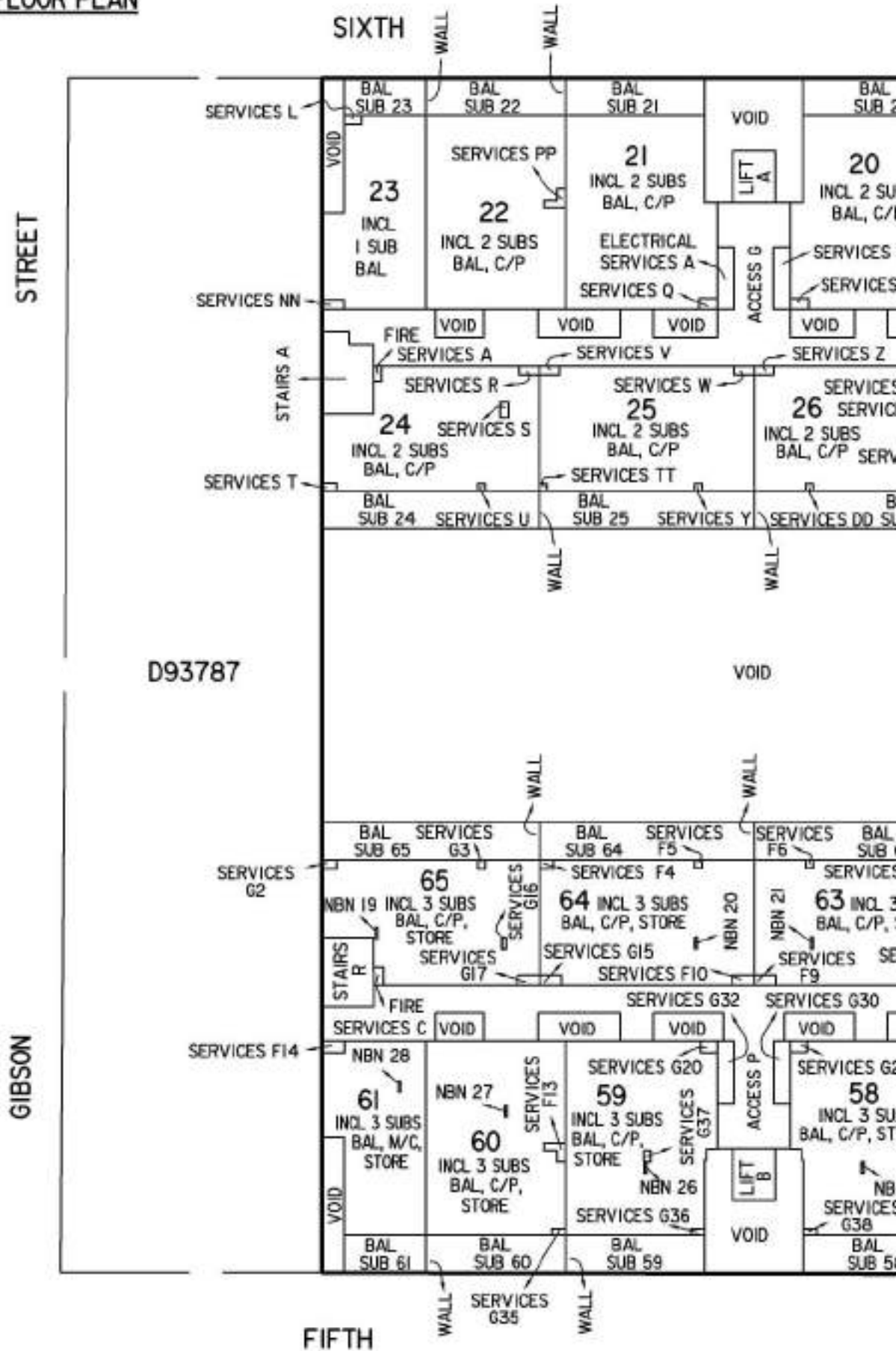
VOID

VOID

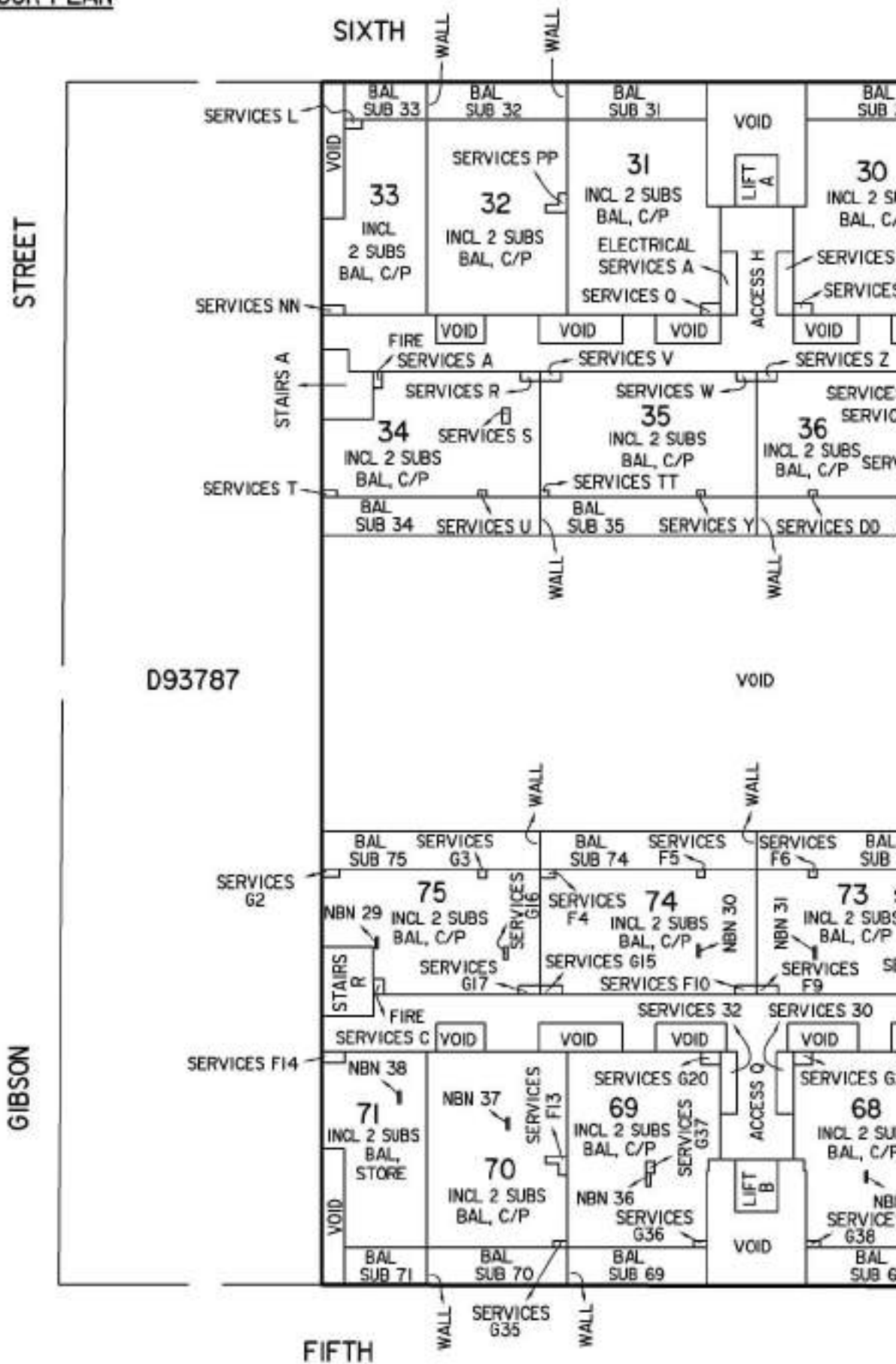
VOID

LIFT B

SECOND FLOOR PLAN



THIRD FLOOR PLAN



FOURTH FLOOR AND ROOF PLAN

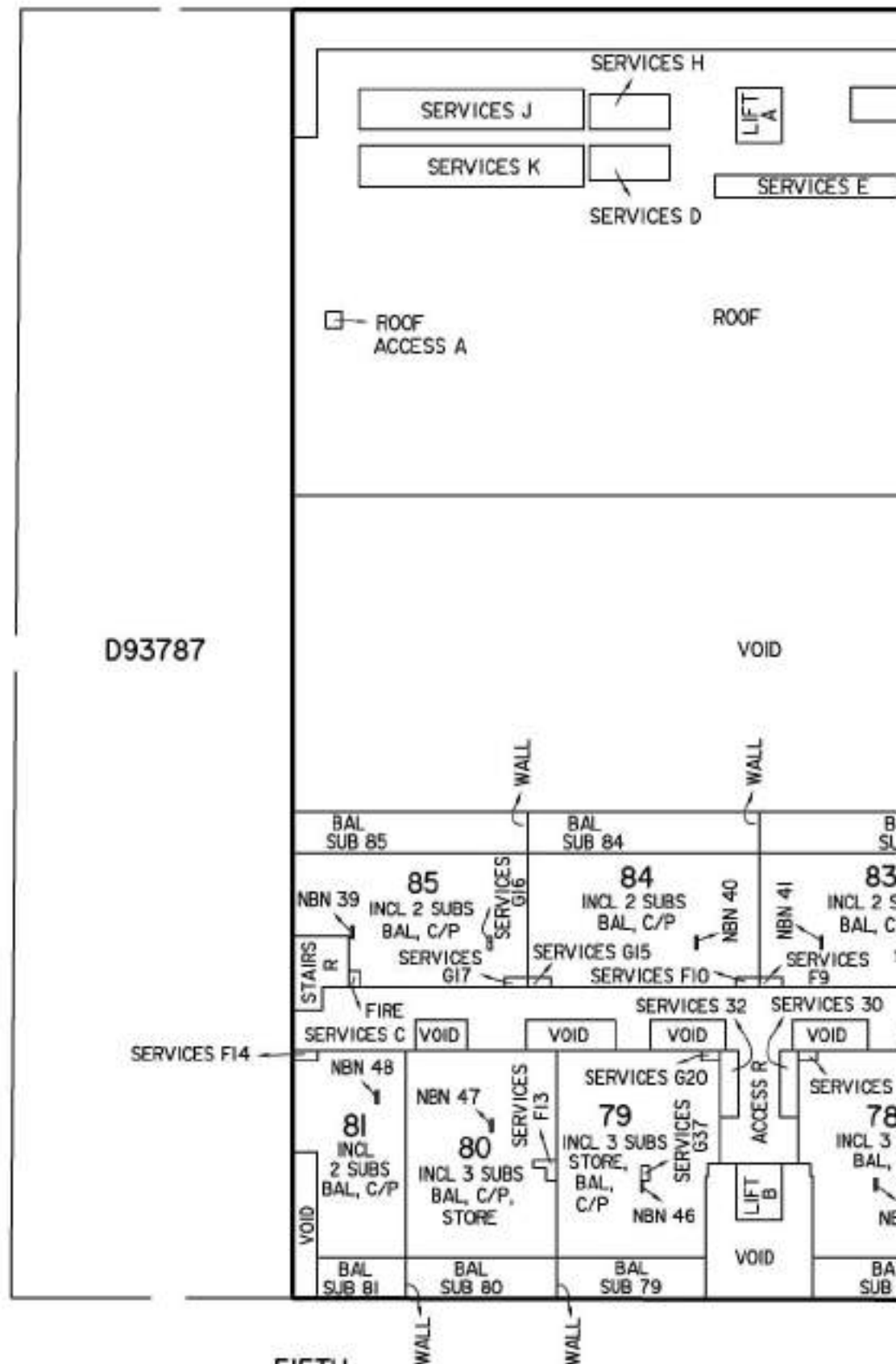
SIXTH

STREET

GIBSON

D93787

FIFTH



ROOF PLAN

SIXTH

STREET

D93787

VOID

GIBSON

ROOF

ROOF ACCESS B

SERVICES H

SERVICES C

SERVICES D

SERVICES A

SERVICES E

SERVICES B

VOID

1/8"

AWNING B

VOID

FIFTH

LOT ENTITLEMENT

SCHEDULE OF LOT ENTITLE	
LOT	LOT ENTITLEMENTS
1	131
2	130
3	138
4	116
5	122
6	122
7	116
8	92
9	117
10	123
11	123
AGGREGATE	

SUBSTITUTE SHE

LOT ENTITLEMENT

SCHEDULE OF LOT ENTITLE	
LOT	LOT ENTITLEMENTS
12	117
13	92
14	117
15	123
16	123
17	117
18	95
19	118
20	124
21	124
22	118
AGGREGATE	

SUBSTITUTE SH

LOT ENTITLEMENT

SCHEDULE OF LOT ENTITLE	
LOT	LOT ENTITLEMENTS
23	92
24	118
25	124
26	124
27	118
28	97
29	120
30	125
31	125
32	120
33	97
AGGREGATE	

SUBSTITUTE SH

LOT ENTITLEMENT

SCHEDULE OF LOT ENTITLE	
LOT	LOT ENTITLEMENTS
34	120
35	125
36	125
37	120
38	132
39	130
40	129
41	123
42	117
43	123
44	123
AGGREGATE	

SUBSTITUTE SH

LOT ENTITLEMENT

SCHEDULE OF LOT ENTITLE	
LOT	LOT ENTITLEMENTS
45	119
46	101
47	109
48	122
49	122
50	109
51	101
52	118
53	122
54	122
55	118
AGGREGATE	

SUBSTITUTE S

LOT ENTITLEMENT

SCHEDULE OF LOT ENTITLE	
LOT	LOT ENTITLEMENTS
56	95
57	119
58	123
59	123
60	119
61	93
62	119
63	123
64	123
65	119
66	94
AGGREGATE	

SUBSTITUTE SH

LOT ENTITLEMENT

SCHEDULE OF LOT ENTITLE	
LOT	LOT ENTITLEMENTS
67	120
68	125
69	125
70	120
71	95
72	120
73	125
74	125
75	120
76	92
77	122
AGGREGATE	

SUBSTITUTE SH

LOT ENTITLEMENT

SCHEDULE OF LOT ENTITLE	
LOT	LOT ENTITLEMENTS
78	127
79	127
80	122
81	95
82	123
83	128
84	128
85	123
AGGREGATE	10,000

SUBSTITUTE SI

Property Interest Report

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

Title Reference	CT 6175/726	Reference No. 2723990
Registered Proprietors	G R & S L*THREDGOLD	Prepared 24/10/2025 15:03
Address of Property	Unit 305, 47 FIFTH STREET, BOWDEN, SA 5007	
Local Govt. Authority	CITY OF CHARLES STURT	
Local Govt. Address	PO BOX 1 WOODVILLE SA 5011	

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

Table of Particulars

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

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

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

1. General

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

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

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

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

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

also

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

2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

5.10	section 84 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.11	section 85(6), 85(10) or 106 - Enforcement order	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.12	Part 11 Division 2 - Proceedings	Contact the Local Government Authority for other details that might apply also Contact the vendor for these details
6. Repealed Act conditions		
6.1	Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed) <i>(Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.)</i>	State Planning Commission in the Department for Housing and Urban Development 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
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) will respond with details relevant to this item
8.2	section 93 - Environment protection order that is registered in relation to the land	EPA (SA) will respond with details relevant to this item
8.3	section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land	EPA (SA) will respond with details relevant to this item
8.4	section 99 - Clean-up order that is registered in relation to the land	EPA (SA) will respond with details relevant to this item
8.5	section 100 - Clean-up authorisation that is registered in relation to the land	EPA (SA) will respond with details relevant to this item
8.6	section 103H - Site contamination assessment order that is registered in relation to the land	EPA (SA) will respond with details relevant to this item
8.7	section 103J - Site remediation order that is registered in relation to the land	EPA (SA) will respond with details relevant to this item
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) will respond with details relevant to this item

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) will respond with details relevant to this item
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) will respond with details relevant to this item
9.	<i>Fences Act 1975</i>	
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
10.	<i>Fire and Emergency Services Act 2005</i>	
10.1	section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor
11.	<i>Food Act 2001</i>	
11.1	section 44 - Improvement notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
11.2	section 46 - Prohibition order	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
12.	<i>Ground Water (Qualco-Sunlands) Control Act 2000</i>	
12.1	Part 6 - risk management allocation	Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
12.2	section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	DEW Water Licensing has no record of any notice affecting this title
13.	<i>Heritage Places Act 1993</i>	
13.1	section 14(2)(b) - Registration of an object of heritage significance	Heritage Branch in DEW has no record of any registration affecting this title
13.2	section 17 or 18 - Provisional registration or registration	Heritage Branch in DEW has no record of any registration affecting this title
13.3	section 30 - Stop order	Heritage Branch in DEW has no record of any stop order affecting this title
13.4	Part 6 - Heritage agreement	Heritage Branch in DEW has no record of any agreement affecting this title also Refer to the Certificate of Title
13.5	section 36 - "No development" order	Heritage Branch in DEW has no record of any "No development" order affecting this title
14.	<i>Highways Act 1926</i>	
14.1	Part 2A - Establishment of control of access from any road abutting the land	Transport Assessment Section within DIT has no record of any registration affecting this title
15.	<i>Housing Improvement Act 1940 (repealed)</i>	
15.1	section 23 - Declaration that house is undesirable or unfit for human habitation	Contact the Local Government Authority for other details that might apply
15.2	Part 7 (rent control for substandard houses) - notice or declaration	Housing Safety Authority has no record of any notice or declaration affecting this title
16.	<i>Housing Improvement Act 2016</i>	

16.1	Part 3 Division 1 - Assessment, improvement or demolition orders	Housing Safety Authority has no record of any notice or declaration affecting this title
16.2	section 22 - Notice to vacate premises	Housing Safety Authority has no record of any notice or declaration affecting this title
16.3	section 25 - Rent control notice	Housing Safety Authority has no record of any notice or declaration affecting this title
17. Land Acquisition Act 1969		
17.1	section 10 - Notice of intention to acquire	Refer to the Certificate of Title for any notice of intention to acquire also Contact the Local Government Authority for other details that might apply
18. Landscape South Australia Act 2019		
18.1	section 72 - Notice to pay levy in respect of costs of regional landscape board	The regional landscape board has no record of any notice affecting this title
18.2	section 78 - Notice to pay levy in respect of right to take water or taking of water	DEW has no record of any notice affecting this title
18.3	section 99 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
18.4	section 107 - Notice to rectify effects of unauthorised activity	The regional landscape board has no record of any notice affecting this title also DEW has no record of any notice affecting this title
18.5	section 108 - Notice to maintain watercourse or lake in good condition	The regional landscape board has no record of any notice affecting this title
18.6	section 109 - Notice restricting the taking of water or directing action in relation to the taking of water	DEW has no record of any notice affecting this title
18.7	section 111 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
18.8	section 112 - Permit (or condition of a permit) that remains in force	The regional landscape board has no record of any permit (that remains in force) affecting this title also DEW has no record of any permit (that remains in force) affecting this title
18.9	section 120 - Notice to take remedial or other action in relation to a well	DEW has no record of any notice affecting this title
18.10	section 135 - Water resource works approval	DEW has no record of a water resource works approval affecting this title
18.11	section 142 - Site use approval	DEW has no record of a site use approval affecting this title
18.12	section 166 - Forest water licence	DEW has no record of a forest water licence affecting this title
18.13	section 191 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
18.14	section 193 - Notice to comply with action order for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
18.15	section 194 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
18.16	section 196 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
18.17	section 207 - Protection order to secure compliance with specified provisions of the	The regional landscape board has no record of any notice affecting this title

Act

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

19. Land Tax Act 1936

- | | | |
|------|---|--|
| 19.1 | Notice, order or demand for payment of land tax | <p>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.</p> <p>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates
www.revenuesaonline.sa.gov.au</p> |
|------|---|--|

20. Local Government Act 1934 (repealed)

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

21. Local Government Act 1999

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

22. Local Nuisance and Litter Control Act 2016

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

23. Metropolitan Adelaide Road Widening Plan Act 1972

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

24. Mining Act 1971

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

24.9	Proclamation with respect to a private mine	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title
25. <i>Native Vegetation Act 1991</i>		
25.1	Part 4 Division 1 - Heritage agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.2	section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.3	section 25D - Management agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.4	Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation	DEW Native Vegetation has no record of any refusal or condition affecting this title
26. <i>Natural Resources Management Act 2004 (repealed)</i>		
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. <i>Outback Communities (Administration and Management) Act 2009</i>		
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 has no record of any conditions that continue to apply, affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.3 section 139 - Notice of proposed work and notice may require access
- Contact the vendor for these details
- 29.4 section 140 - Notice requesting access
- Contact the vendor for these details
- 29.5 section 141 - Order to remove or perform work
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.6 section 142 - Notice to complete development
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.7 section 155 - Emergency order
- State Planning Commission in the Department for Housing and Urban Development

has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.8 section 157 - Fire safety notice

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

also

Contact the Local Government Authority for other details that might apply

29.9 section 192 or 193 - Land management agreement

Refer to the Certificate of Title

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for details relevant to this item

also

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

30. *Plant Health Act 2009*

30.1 section 8 or 9 - Notice or order concerning pests

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

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

31.1 Part 3 - Notice

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

32. South Australian Public Health Act 2011

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

also

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

also

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

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

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

34. Water Industry Act 2012

- | | | |
|------|---|---|
| 34.1 | Notice or order under the Act requiring payment of charges or other amounts or making other requirement | An SA Water Certificate will be forwarded.
If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950

also

The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title

also

Lightsvie 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) will respond with details relating to items 3, 4 or 5 affecting this title also Contact the Local Government Authority for information relating to item 6
10. Particulars relating to <i>Livestock Act, 1997</i>	Animal Health in PIRSA has no record of any notice or order affecting this title

Additional Information

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

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

Notices

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

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

Building restrictions

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

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

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

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

Statutory easements

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

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

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

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

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

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

Land Tax Act 1936 and Regulations thereunder

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

Certificate of Title

Title Reference CT 6175/726
Status CURRENT
Easement NO
Owner Number 0833139*
Address for Notices 2 YARRABEE RD GREENHILL, SA 5140
Area NOT AVAILABLE

Estate Type

Fee Simple

Registered Proprietor

SUSAN LORRAINE THREDGOLD
GAVIN ROBERT THREDGOLD
OF 2 YARRABEE ROAD GREENHILL SA 5140
AS JOINT TENANTS

Description of Land

LOT 70 PRIMARY COMMUNITY STRATA PLAN 28285
IN THE AREA NAMED BOWDEN
HUNDRED OF YATALA

Last Sale Details

Dealing Reference TRANSFER (T) 12563276
Dealing Date 06/07/2016
Sale Price \$410,000
Sale Type FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
ENCUMBRANCE	12563277	URBAN RENEWAL AUTHORITY
MORTGAGE	12563278	WESTPAC BANKING CORPORATION (ACN: 007 457 141)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
2550730744	CURRENT	Unit 305, 47 FIFTH STREET, BOWDEN, SA 5007

Notations

Dealings Affecting Title

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
13/08/2015 11:51	12379756	SCHEME DESCRIPTION	FILED
13/08/2015 11:51	12379757	DEVELOPMENT CONTRACT	FILED
16/07/2025 14:55	14573624	BY-LAWS	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	2550730744
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2016
Property Location	Unit 305, 47 FIFTH STREET, BOWDEN, SA 5007
Local Government	CHARLES STURT
Owner Names	SUSAN LORRAINE THREDGOLD GAVIN ROBERT THREDGOLD
Owner Number	0833139*
Address for Notices	2 YARRABEE RD GREENHILL, SA 5140
Zone / Subzone	UN - Urban Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1323 - Third Floor Home Unit
Description	3H CP
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C28285 LOT 70	CT 6175/726

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$39,500	\$630,000			
Previous	\$31,000	\$540,000			

Building Details

Valuation Number	2550730744
Building Style	Conventional
Year Built	2016
Building Condition	Good
Wall Construction	Rendered
Roof Construction	Steel Decking
Equivalent Main Area	80 sqm
Number of Main Rooms	3

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

Certificate of Title

Title Reference: CT 6175/726
Status: CURRENT
Edition: 2

Dealings

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

Priority Notices

NIL

Notations on Plan

Lodgement Date	Completion Date	Dealing Number	Description	Status	Plan
13/08/2015	21/09/2015	12379756	SCHEME DESCRIPTION	FILED	C28285
13/08/2015	21/09/2015	12379757	DEVELOPMENT CONTRACT	FILED	C28285
16/07/2025	26/08/2025	14573624	BY-LAWS	FILED	C28285

Registrar-General's Notes

No Registrar-General's Notes exist for this title

Certificate of Title

Title Reference: CT 6175/726
Status: CURRENT
Parent Title(s): CT 6163/93
Dealing(s) Creating Title: AP 12525040
Title Issued: 10/06/2016
Edition: 2

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
07/07/2016	02/08/2016	12563278	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION (ACN: 007 457 141)
07/07/2016	02/08/2016	12563277	ENCUMBRANCE	REGISTERED	URBAN RENEWAL AUTHORITY
07/07/2016	02/08/2016	12563276	TRANSFER	REGISTERED	SUSAN LORRAINE THREDGOLD, GAVIN ROBERT THREDGOLD
07/07/2016	02/08/2016	12563275	DISCHARGE OF ENCUMBRANCE	REGISTERED	12155393 12304529
07/07/2016	02/08/2016	12563274	DISCHARGE OF MORTGAGE	REGISTERED	12155394 12310657
15/04/2015	22/04/2015	12310657	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION
02/04/2015	18/04/2015	12304529	ENCUMBRANCE	REGISTERED	URBAN RENEWAL AUTHORITY
26/06/2014	23/07/2014	12155394	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION
26/06/2014	23/07/2014	12155393	ENCUMBRANCE	REGISTERED	URBAN RENEWAL AUTHORITY

72 Woodville Road, Woodville, South Australia 5011
PO Box 1, Woodville SA 5011
T: 08 8408 1111 F: 08 8408 1122 charlessturt.sa.gov.au



Local Government Search (Form 1)

Certificate Number:	CERT3883/25
Date:	28 October 2025



Billor Code: 10330
Ref No: 1751387

Oakridge Conveyancers
PO Box 115
REYNELLA SA 5161

Property No: 175138
Assessment No: 2550730744

Owner: Mr G R Thredgold & Mrs S L Thredgold
Property: 305/47 Fifth Street BOWDEN SA 5007

Lot/Section/Title Reference: Lot 70 CP 28285 Vol 6175 Fol 726

Ward: Hindmarsh

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 above property as at the date of this certificate:

Rates for Financial Year 01/07/25 to 30/06/26	\$1,350.00
Levies for Financial Year 01/07/25 to 30/06/26	
Regional Landscape Levy	\$39.05
Payments/Adjustments for Current Financial Year	(\$347.00)
Amount Due & Payable	\$1,042.05

Please note: City of Charles Sturt uses a **differential rating system** with a minimum amount. This is where a different rate in the dollar is used to determine the rates levied based on whether the land is used for residential, commercial, industrial, primary production, vacant or other purposes. Should the land use change within the financial year there may be an adjustment to the differential rate charged for the future financial year and rates levied.

Outstanding rates balance is correct as at the above date. If you are seeking updated rating information more than 30 days from the above date or in a new financial year, a new Section 187 request is required to be lodged.

Chief Executive Officer

Per Authorised Officer:

Property No: 175138
Property Address: 305/47 Fifth Street BOWDEN SA 5007

Prescribed enquiries under section 7 of the Land and Business (Sale and Conveyancing) Act and Regulations.

Prescribed Encumbrances	Other Particulars Required
<i>Development Act 1993 (repealed)</i>	
Section 42 – Condition (that continues to apply) of a development authorisation	Yes

Application No. 252/0566/14

Description Government Assessment - 252/G041/14 - Creating two allotments from one

Decision: #APPROVED

Issue Date 07/05/2014

Development Assessment Commission Conditions

CONDITIONS OF APPROVAL

1. That except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and plans submitted in Development Application No 252/G041/14, specifically
 - Fyfe Pty Ltd, Plan of Division Dwg. No. 20765SU1-R0, Rev 0, dated 18/2/14
 - AECOM Australia Pty Ltd, Site Contamination Audit Report, Bowden Urban Village, Stage 2 (ref 60239021), dated 11 April 2014.
2. That the financial requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage services. (SA Water/9002/11)
3. That the development shall be undertaken in accordance with any conditions and recommendations of the Site Contamination Audit Report (SCAR) 'Bowden Urban Village, Stage 2' dated 11 April 2014, to the satisfaction of the Environment Protection Authority.

REQUIREMENTS: DEVELOPMENT ACT 1993 & DEVELOPMENT REGULATIONS 2008

- i. The approved plan of division must be *deposited* with the Land Titles Office within 12 months and the final Certificate of Title(s) for all stages of the development must be issued (i.e. development completed) within three (3) years of the date of the Notification unless this period has been extended by the Minister for Planning.
- ii. You will require a fresh approval before commencing or continuing the development if you are unable to satisfy these requirements.

Application No. 252/0761/15

Description Staged Development: Community Strata Title - 252/C064/15 - Creating Eighty three allotments from two - Stage 1: Lots 1-37 ; Stage 2: Lots 38-83

Decision: #APPROVED

Issue Date 22/04/2015

1. **Conditions required by the Development Assessment Commission:**

DEVELOPMENT APPLICATION - 252/C064/15

Planning Conditions:

1. That except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and plans [Ref 20765/14/3, Drawing No. 20765SU2-R2 Sheets 1-9 of 9 dated 11/05/15 by FYFE PL] submitted in Development Application No 252/C064/15.

Land Division Requirements:

2. A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the Development Assessment Commission for Land Division Certificate purposes.
3. The financial (and augmentation) requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage services. (SA Water /H0030605).

Application No. 252/2908/13

Description Construction of two (2) residential apartment buildings of four (4) & five (5) storeys with undercroft car parking and associated site works (Staged Development: Stage 1 - Building 1 (four-storey) - Basement Substructure only; Stage 2: Building 1 (four-storey) - Final consent; Stage 3 - Building 2 (five-storey) - Basement Substructure only; Stage 4 - Building 2 (five-storey) - superstructure only).

Decision: #APPROVED

Issue Date 17/06/2014

Development Assessment Commission Conditions**Planning Conditions**

- 1 That except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and plans submitted in Development Application No 252/2908/13:
 Plans (Tectvs):
 Site Plan - Project No. 24072 - Dwg. P01 - Rev 1.1 - 08/10/13
 Basement Plan - Project No. 24074 - Dwg. P02 - Rev1.3 - 19/12/13
 Ground Floor Plan - Project No. 24074 - Dwg. P03 - Rev 1.3 - 19/12/13
 Typical Floor Plan - Project No. 24074 - Dwg. P04 - Rev 1.2 - 15/11/13
 Roof Plan - Project No. 24074 - Dwg. P05 - Rev 1.2 - 15/11/13
 Typical Section - Project No 24074 - Dwg. P06 - Rev 1.2 - 15/11/13
 Front & Rear Elevation Building 1 - Project No. 24074 - Dwg. P07 - Rev 1.1 - 08/10/13
 Front & Rear Elevation Building 2 - Project No. 24074 - Dwg. P08 - Rev 1.2 - 19/12/13
 Side Elevation - Project No. 24074 - Dwg. P09 - Rev 1.2 - 15/11/13
 Perspectives - Project No. 24074 - Dwg. P10 - Rev 1.1 - 08/10/13
 Plans (Structural Systems):
 Stormwater Management Plan - Job No. DT 130819 - Dwg. ST01 - Issue 0 - 19/11/13
 Reports:
 Infraplan - Compliance Review with AS2890.1:2004 - dated 25 November 2013
 Infraplan - Waste Management Draft Report - dated December 2013
 Correspondence:
 Response to further info request - from Tectvs to City of Charles Sturt - dated 19/11/13
 Response to query re security- from Tectvs to DAC - dated 31/03/14
- 2 That all car parks, driveways and vehicle manoeuvring areas shall conform to Australian Standards, as outlined in the Compliance Review report dated 25 November 2013, and be Constructed, drained and paved with bitumen, concrete or paving bricks in accordance with sound engineering practice and appropriately line marked to the reasonable satisfaction of the Development Assessment Commission prior to the occupation or use of the development.
- 3 That all stormwater design and construction shall be in accordance with Australian Standards and recognised engineering best practices to ensure that stormwater does not adversely affect any adjoining property or public road and shall be managed in accordance with the Stormwater Management Plan prepared by Structural Systems dated 19/11/13 Job Reference Number DT 130819.
- 4 That the twin pumps in the car park must be provided with a back-up power supply in accordance with [http://www.charlessturt.sa.gov.au/webdata/resources/files/Development Information Guide 56 - Stormwater Management Plan.pdf](http://www.charlessturt.sa.gov.au/webdata/resources/files/Development%20Information%20Guide%2056%20Stormwater%20Management%20Plan.pdf)

- 5 That prior to occupation of the development, a plan shall be developed and implemented to the satisfaction of the Development Assessment Commission, to provide for security gates and lighting with particular reference to the storage lockers in the north western corner of the car park, as detailed in correspondence dated 31/03/14. The plan shall demonstrate that the undercroft parking area is safe and satisfies Crime Prevention Through Environmental Development (CPTED) guidelines.
- 6 That the landscaping shown on the plans forming part of the application shall be established prior to the operation of the development and shall be maintained and nurtured at all times with any diseased or dying plants being replaced.
- 7 That the development and the site shall be maintained in a serviceable condition and operated in an orderly and tidy manner at all times.

Private Certifiers Conditions (For Notes, please refer to the Private Certifiers Decision Notification) STAGE 1

1. The basement drainage shall be provided with dual pumps be selected and installed in accordance with the requirements of AS 3500.3 - National Plumbing and Drainage Part 3.2
BCA-F

Private Certifiers Conditions (For Notes, please refer to the Private Certifiers Decision Notification)

1. Where the finished floor level is greater than 4m, the balustrade design including support members and architectural finishes shall not have climbable members within 150-760mm above the balcony finished floor level

BCA-D2.16

2. A copy of the Reg 88 Third Party Structural Certificate for the design and construct components of the following:

- a) Floating roof construction, and
- b) Underground tank

Shall be submitted to the certifier prior to installation

BCA-B1

3. That the recommendations of the SAMFS within their report 111284/67932 dated 6th August 2014 be implemented within the final installations unless otherwise agreed to with the SAMFS prior to or at the time of commissioning.

BCA-Reg 28/Part E

Private Certifiers Conditions (For Notes, please refer to the Private Certifiers Decision Notification) STAGE 2

1. Where the finished floor level is greater than 4m, the balustrade design including support members and architectural finishes shall not have climbable members within 150-760mm above the balcony finished floor level

BCA-D2.1 6

2. A copy of the Reg 88 Third Party Structural Certificate for the design and construct components of the following:

- a) Floating roof construction, and
- b) Underground tank

shall be submitted to the certifier prior to installation

BCA-B1


- 3.. The underground rainwater tank shall be provided with anti-flotation measures required by the engineering specification
B CA-B/F
4. That the recommendations of the SAMFS within their report 111284/69521 dated 7th July 2015 be implemented within the final installations unless otherwise agreed to with the SAMFS prior to or at the time of commissioning.
BCA-Reg 28/Part E


Private Certifiers Conditions (For Notes, please refer to the Private Certifiers Decision Notification)

1. The basement drainage shall be provided with dual pumps be selected and installed in accordance with the requirements of AS 3500.3 - National Plumbing and Drainage Part 3.2 and provided with back up power supply
BCA-F
2. The underground rainwater tank shall be provided with anti-flotation measures required by the engineering specification
BCA-B/F

Building Indemnity Insurance - No	
Further information held by Councils Does the Council hold details of any development approvals relating to – (a) Commercial or industrial activity at the land; or (b) A change in the use of the land or part of the land – within the meaning of the Development Act 1993 (repealed) or the PDI Act 2016?	Yes – Refer to the development application(s) listed in this document.
Section 50(1) – Requirement to vest land in a council or the Crown to be held as open space	No
Section 50(2) – Agreement to vest land in a council or Crown to be held as open space	No
Section 55 – Order to remove or perform work	No
Section 56 – Notice to complete development	No
Section 57 – Land management agreement	Refer to the PlanSA Data Extract for Section 7 search purposes below.

Section 69 – Emergency order	No
Section 71 – Fire safety notice	No
Section 84 – Enforcement notice	No
Section 85(6), 85(10) – Enforcement order	No
Section 106 – Enforcement order	No
Part 11 Division 2 – Proceedings	No
Repealed Act Conditions	
Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed)	No
<i>Planning, Development and Infrastructure Act 2016</i>	
<p>Part 5 – Planning and Design Code</p> <ul style="list-style-type: none"> • Zones/Subzones/Zoning Overlays • State or Local Heritage Place/Area • Declared Trees • Associated Development Authorisation Information • Building Indemnity Insurance • Land Management Agreement • Current Amendment to the Planning and Design Code <p>For further information about the Planning and Design Code visit https://code.plan.sa.gov.au</p>	Refer to the PlanSA Data Extract for Section 7 search purposes below.
<p>Section 127 – Condition (that continues to apply) of a development authorisation</p> <p>Copies of Decision Notification Forms can be downloaded from the PlanSA website – Development application register PlanSA</p>	Refer to the PlanSA Data Extract for Section 7 search purposes below.

Section 141 – Order to remove or perform work	No
Section 142 – Notice to complete development	No
Section 155 – Emergency order	No
Section 157 – Fire safety notice	No
Section 198(1) – Requirement to vest land in a council or the Crown to be held as open space	No
Section 198(2) – Agreement to vest land in a council or the Crown to be held as open space	No
Part 16 – Division 1 – Proceedings	No
Section 213 – Enforcement notice	No
Section 214(6), 214(10) – Applications to Court	No
Section 222 – Enforcement order to rectify breach	No
Confirmed – Planning and Development: 	
<i>Fire and Emergency Services Act 2005</i>	
Section 105F (or Section 56 or 83 (repealed)) – Notice of action required concerning flammable materials on land	No
<i>Local Nuisance and Litter Control Act 2016</i>	
Section 30 – Nuisance or litter abatement notice	No

Local Government Act 1934 (repealed) and/or Local Government Act 1999	
Section 217 – Notice, order, declaration, charge, claim or demand given or made under the Act	No
Section 254 – Notice, order, declaration, charge, claim or demand given or made under the Act	No
Confirmed – Community Safety: 	
Food Act 2001	
Section 44 – Improvement notice	No
Section 46 – Prohibition order	No
Public and Environmental Health Act 1987 (repealed)	
Part 3 – Notice	No
<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked)</i> Part 2 – Condition (that continues to apply) of an approval	No
<i>Public and Environmental Health (Waste Control) Regulations 2010 (revoked)</i> Regulation 19 – Maintenance order (that has not been complied with)	No
South Australian Public Health Act 2011	
Section 66 – Direction or requirement to avert spread of disease	No
Section 92 – Notice	No
South Australian Public Health (Wastewater) Regulations 2013 Part 4 – Condition (that continues to apply) of an approval	No

Confirmed – Environmental Health:

**Water Industry Act 2012**

Notice or order under the Act requiring payment of charges or other amounts or making other requirement

No

Confirmed – Alternative Water:

**Land Acquisitions Act 1969**

Section 10 Notice of intention to acquire

No

Confirmed – Property Management, Planning and Strategy:



The information herein is provided pursuant to Council's obligations under Section 7 of the Land and Business (Sales and Conveyancing) Act and Regulations. Only information, which is required to be provided, has been given and that information should not be taken as a representation as to whether or not any charges or encumbrances affect the Subject Land.

NOTICES

Aluminium Composite Panel Cladding (ACP) is defined as flat or profiled aluminium sheet material in composite with any type of material. ACP is an external building cladding material which can create a fire risk if used or installed incorrectly.

Both Vendors and Purchasers should take reasonable steps to determine if ACP has been identified on any buildings on the land, and also the status of any required remediation works related to the presence of ACP on such building.

ADDITIONAL INFORMATION

This information is provided as additional information, it is not information that Council is statutorily obliged to provide.

Parts of the City are subject to flooding. This situation may be subject to change over time. Flood plain mapping data is available on Council's website.

Data Extract for Section 7 search purposes

Valuation ID 2550730744

Data Extract Date: 28/10/2025

Important Information

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

Parcel ID: C28285 FL70

Certificate Title: CT6175/726

Property Address: UNIT 305 47 FIFTH ST BOWDEN SA 5007

Zones

Urban Neighbourhood (UN)

Subzones

No

Zoning overlays

Overlays

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

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

Affordable Housing

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

Building Near Airfields

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

Noise and Air Emissions

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

Prescribed Wells Area

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

Regulated and Significant Tree

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

Traffic Generating Development

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

No

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

Orig. **E 12563277**12:56 07-Jul-2016
4 of 5LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA**MEMORANDUM OF ENCUMBRANCE**

FORM APPROVED BY THE REGISTRAR-GENERAL

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

Prefix
E
Series No
4

BELOW THIS LINE FOR AGENT USE ONLYCERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886

Qualified Registered Conveyancer

GEORGINA CLAIRE SILZAGENT CODE

Lodged by:

FM/Silz

Correction to: FINLAYSONS

FINL

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

1. _____
2. _____
3. _____
4. _____

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1. _____
2. _____
3. _____
4. _____

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

ITEM(S)	AGENT CODE

CORRECTION	PASSED KS
REGISTERED 	02 AUG 2016

GNS 423140/216

4416577 V1

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE in accordance with the terms and conditions expressed herein subject to such exclusions and amendments specified herein.

DATED THE 16th DAY OF JUNE 2016

EXECUTION

[Signature]
Signature of ENCUMBRANCER - SUSAN LORRAINE THREDGOLD

[Signature]
Signature of WITNESS - Signed in my presence by the ENCUMBRANCER who is either personally known to me or has satisfied me as to his or her identity.*

TRACEY PAULINE SINCOCK
Print Full Name of Witness (BLOCK LETTERS)

5 THE CREST
CHANDLERS HILL SA 5159
Address of Witness
0410 456 720
Business Hours Telephone No.

[Signature]
Signature of ENCUMBRANCER - GAVIN ROBERT THREDGOLD

[Signature]
Signature of WITNESS - Signed in my presence by the ENCUMBRANCER who is either personally known to me or has satisfied me as to his or her identity.*

TRACEY PAULINE SINCOCK
Print Full Name of Witness (BLOCK LETTERS)

5 THE CREST
CHANDLERS HILL SA 5159
Address of Witness
0410 456 720
Business Hours Telephone No.

*NB: A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing

MEMORANDUM OF ENCUMBRANCE

CERTIFICATE(S) OF TITLE BEING ENCUMBERED

Lot 70 in CP 28285 being portion of the land comprised in Certificate of Title Volume 6163 Folio 93

NOW THE WHOLE OF THE LAND COMPRISED IN
CERTIFICATE OF TITLE VOLUME 6163 FOLIO 126

ESTATE AND INTEREST

Estate in Fee Simple

ENCUMBRANCES

Nil

ENCUMBRANCER (Full name and address)

SUSAN LORRAINE THREDGOLD and GAVIN ROBERT THREDGOLD both of Unit 1/4 West
Thebarton Road, Thebarton SA 5034 2 YARRABER RD GREENHILL SA 5140.

(the Owner)

ENCUMBRANCEE (Full name, address and mode of holding)

URBAN RENEWAL AUTHORITY ABN 86 832 349 553 of Level 9, Riverside Centre, North Terrace,
Adelaide SA 5000

(the Encumbrancee)

OPERATIVE CLAUSE

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST
IN THE LAND ABOVE DESCRIBED FOR THE BENEFIT OF THE
ENCUMBRANCEE SUBJECT TO THE ENCUMBRANCES AND OTHER
INTERESTS AS SHOWN HEREON WITH AN ANNUITY OR RENT
CHARGE OF

(a) Insert the amount of the annuity or rent
charge

(a) 10 CENTS

(b) State the term of the annuity or rent charge.
If for life use the words "during his or her
lifetime"

(b) TO BE PAID TO THE ENCUMBRANCEE

(c) State the times appointed for payment of the
annuity or rent charge. Any special covenants
may be inserted on page 2.

Annually as a yearly rent charge for a term of 100 years from
the date of this encumbrance

(c) AT THE TIMES AND IN THE MANNER FOLLOWING

On 30 June immediately following the grant of this
Encumbrance and each succeeding 30 June during the term
of this Encumbrance, together with the observance of the
rest of the covenants contained in this encumbrance.

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

Refer to pages 3 to 13

ENCUMBRANCEE'S OBLIGATION TO
ENCUMBRANCER'S OBLIGATION TO

COVENANTS

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

1. Definitions and interpretation

1.1 Definitions

In this Encumbrance:

Allotment Control Plan means the building envelope plan in respect of the Land attached as Annexure A to this Encumbrance.

Approved Plans and Specifications means those plans, designs, drawings and specifications prepared by or on behalf of the Owner for the development of the Land by the Owner that have been submitted and approved by the Encumbrancee in accordance with clause 5 of this Encumbrance.

Bowden Project means the Encumbrancee's intended staged development and sale of the Development Site as generally described in the Urban Design Guidelines.

Bowden Project Stage One Site means that area shown on the plan annexed as Annexure B to this Encumbrance.

By-Laws means the by-laws of the Community Corporation to which the Land is subject.

Community Corporation means the Community Corporation in respect of the community parcel of which the Land forms part and which the Owner is by virtue of its interest in the Land a member.

Council means the local government body for the area in which the Land is situated.

Development Contract means the Development Contract in respect to the community scheme incorporating the Land (if applicable).

Development Site means all of the land previously owned, or owned now or in the future by the Encumbrancee, including the Bowden Project Stage One Site, which is intended to be developed as part of the Bowden Project.

Development Zone means the area shown on the plan attached as Annexure C to this Encumbrance.

Dispose means assign, transfer, otherwise dispose of or grant or permit or suffer the grant of any legal or equitable interest (either in whole or in part) whether by sale, lease, declaration or creation of a trust or otherwise.

Encumbrance Manager means such person(s) appointed by the Encumbrancee from time to time during the term of this Encumbrance to review the Owner's plans and specifications for the Owner's proposed development of the Land against the requirements of this Encumbrance, for the purposes of determining whether to approve the Owner's plans and specifications, which is a requirement of clause 5.1 of this Encumbrance.

Encumbrancee means the party described as such on page 1 of this Encumbrance and includes its successors and permitted assigns.

Insolvency Event means:

(a) in relation to a company:

- (i) a company is placed in liquidation (whether compulsory or voluntary) other than for the purposes of reconstruction or amalgamation;
- (ii) a receiver, receiver and manager, official manager, trustee, administrator, other controller (as defined in the Corporations Act) or similar official is appointed, or steps

are taken for such appointment, over any of the assets or undertakings of a company provided that the company has not taken steps to set aside such appointment and, if such steps are taken, the appointment is not set aside;

- (iii) a company enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them; or
 - (iv) other than for the purposes of amalgamation or reconstruction, an application is made for the winding-up or dissolution of a company or a resolution is passed for the winding-up or dissolution of a company or an order is made for the winding-up of a company and such order is not set aside or such application is not dismissed within 30 days of being made; or
- (b) in relation to an individual:
- (i) a person is declared bankrupt; or
 - (ii) a person is otherwise unable to repay its debts when due and payable.

Land means the land described on page 1 of this Encumbrance and includes any building, structure or improvement thereon.

Owner means the party described as such on page 1 of this Encumbrance and includes its successors in title, permitted assigns and any other person claiming under it as owner of the whole or any part of the Land.

Project Website means the website developed by the Encumbrancee and which contains information specifically for the Bowden Project, with the web address of <http://www.lifemoreinteresting.com.au>, or such other website from time to time dedicated to the Bowden Project.

Rent Charge means the rent charge described on page 1 of this Encumbrance.

Scheme Description means the Scheme Description of the Community Corporation to which the Land is subject.

Scheme Documents means the By-Laws, Scheme Description and Development Contract.

Subsequent Allotment means any allotment constructed on land within the Development Zone intended for occupation (but does not include vacant land sold by the Encumbrancee for development).

Urban Design Guidelines means the urban design guidelines published by the Encumbrancee in respect to the building scheme that has been or will be adopted and implemented within the Bowden Project Stage One Site as amended from time to time.

1.2 Interpretation

In this Encumbrance, unless it is stated to the contrary:

- (a) the singular includes the plural and conversely;
- (b) a gender includes all genders;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;
- (e) a reference to a clause is a reference to a clause of this Encumbrance;
- (f) a reference to an agreement or document (including this Encumbrance) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Encumbrance or that other agreement or document;
- (g) a reference to **writing** includes any method of representing or reproducing words, figures, drawings, or symbols in a visible form but excludes any communication using electronic mail;

- (h) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- (i) a reference to conduct includes, an omission, statement or undertaking, whether or not in writing;
- (j) a reference to an **agreement** includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing;
- (k) a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind;
- (l) a reference to **dollars** and **\$** is to Australian currency;
- (m) a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;
- (n) the meaning of general words is not limited by specific examples introduced by **including**, or **for example**, or similar expressions;
- (o) references to **agree**, **approve** or **consent** are references to agreement, approval or consent (as the case may be) in writing; and
- (p) where the consent or approval of the Encumbrancee is required under this Encumbrance such consent or approval may (at the election of the Encumbrancee) be given by the Encumbrance Manager;
- (q) nothing in this Encumbrance is to be interpreted against a party solely on the ground that the party put forward this Encumbrance or any part of it.

1.3 Headings

Headings do not affect the interpretation of this Encumbrance.

1.4 Schedules and annexures

Schedules and annexures form part of this Encumbrance.

2. THE PURPOSE OF THIS ENCUMBRANCE

The Owner grants this Encumbrance:

- 2.1 for the benefit of the Encumbrancee;
- 2.2 to charge the Land with the payment of the Rent Charge;
- 2.3 for the purpose of the common building scheme for the Development Zone and the Owner acknowledges that the covenants of this Encumbrance are for the benefit of both the Encumbrancee and for the benefit of all other persons claiming under the Encumbrancee as purchasers of any Subsequent Allotment within the Development Zone; and
- 2.4 with the intent that the covenants of this Encumbrance run with the Land and be binding also on anyone who becomes the owner of the land after the Owner.

3. RENT CHARGE

3.1 Payment of Rent Charge

Subject to clause 3.2, the Owner must pay the Rent Charge to the Encumbrancee:

- (a) during the term of this Encumbrance; and
- (b) on 30 June immediately succeeding the grant of this Encumbrance and on each succeeding 30 June.

3.2 Rent Charge not payable unless demanded

- (a) The Owner must only pay the Rent Charge to the Encumbrancee if payment is demanded by it.
- (b) The Encumbrancee may not demand payment of the Rent Charge so long as the Owner duly observes all the covenants in this Encumbrance.

3.3 Encumbrancee's right to injunctive relief and damages

The provisions of this clause 3 do not in any way affect or prejudice the rights of the Encumbrancee to:

- (a) an injunction preventing or restraining any breach of the covenants in this Encumbrance; or
- (b) damages for any such breach.

4. PERMITTED USE

4.1 Urban Design Guidelines

- (a) Subject to clause 4.2, the Owner must ensure that the Land is not used for any purpose other than a purpose specified in the Urban Design Guidelines and not in any manner inconsistent with the Scheme Documents.
- (b) The Owner must not:
 - (i) subject to the Scheme Documents, keep any animals on the Land except domesticated cats, dogs and birds which must be kept under control at all times;
 - (ii) permit any breach of Scheme Documents;
 - (iii) allow:
 - (A) the Land to become or remain untidy or fall into a state of disrepair;
 - (B) rubbish or weeds to accumulate on the Land;
 - (C) the Land to become a fire hazard or a hazard to public health.

4.2 Exceptions

The provisions of clause 4.1(a) do not:

- (a) apply where the Encumbrancee has given approval to the Owner to use the Land for a purpose other than as specified in the Urban Design Guidelines; or
- (b) require the Owner to change any use of any part of the Land which existed prior to an amendment to the Urban Design Guidelines as a result of which that use is no longer permitted.

5. RESTRICTIONS ON WORKS

5.1 No building without Encumbrancees' approval

- (a) The Owner must not seek any approval from the Community Corporation for, or carry out any development to, or do (or cause, suffer or permit to be done) any of the following on the Land except in strict accordance with plans and specifications that have received the prior written approval of the Encumbrancee (or the Encumbrance Manager for the Encumbrancee):
 - (i) erect a building or structure;
 - (ii) undertake any external renovations or make any additions to a building or structure;
 - (iii) remove or demolish any building or structure (or any part thereof);

- (iv) materially alter the look, appearance or character of any building or structure;
 - (v) carry out any siteworks;
 - (vi) erect a screen, fence or wall;
 - (vii) erect any external sign, hoarding, tank, mast, pole, television antenna, satellite dish or radio aerial either freestanding or fixed to any other building or structure; or
 - (viii) erect or place any external floodlights or spotlights.
- (b) The Owner must not submit any plans of building works to the Community Corporation or the Council for their approval until it has obtained the approval of the Encumbrancee (or the Encumbrance Manager for the Encumbrancee).
- (c) In order to provide its written approval pursuant to clause 5.1(a), the Encumbrancee (or the Encumbrance Manager for the Encumbrancee) may require the Owner to submit a development proposal for the Land and may require that development proposal to include detailed drawings and plans of the proposed works and details of any external materials and finishes.

5.2 No works unless in accordance with Urban Design Guidelines, Allotment Control Plan, Scheme Documents and Approved Plans and Specifications

The Owner must not carry out any development or works on the Land (including any renovations or additions to any building on the Land) other than in accordance with the Urban Design Guidelines, the Allotment Control Plan, the Scheme Documents (to the extent that they are not inconsistent with the Urban Design Guidelines) and the Approved Plans and Specifications.

5.3 Owner Building and Development Requirements

- (a) The Encumbrancee (or the Encumbrance Manager for the Encumbrancee) will not unreasonably delay its consideration of any plans or specifications submitted by the Owner for approval and will not act unreasonably in refusing any approval or imposing any condition of approval under clauses 5.1 and 5.2. However, a refusal or a condition cannot be deemed unreasonable if:
- (i) the proposal as submitted is contrary to any provision in the Urban Design Guidelines, or is inconsistent with the Scheme Documents;
 - (ii) is not in accordance with the Allotment Control Plan; or
 - (iii) a corporate member of the Planning Institute of Australia certifies that the proposed works would have an adverse effect upon the development, appearance, health or amenity of the locality in which the Land is situated or upon any part of that locality.
- (b) Any approval of the Encumbrancee (or Encumbrance Manager for the Encumbrancee) obtained pursuant to clause 5.1(a) of this Encumbrance shall, unless extended by the Encumbrancee, lapse upon the expiration of a period of one (1) year commencing on the date of the approval in writing if the works to which the approval relates are not completed within that period.

5.4 No Land Division without Encumbrancee's Approval

The Land shall not be subdivided unless the Owner first obtains the Encumbrancee's approval (or the Encumbrance Manager for the Encumbrancee) which may be withheld or provided (with or without conditions) in its absolute discretion; and

5.5 Planning and Zoning Laws

- (a) The Land must not be used, developed, or varied except in accordance with:
- (i) any laws relating to planning or zoning from time to time in force; and
 - (ii) the conditions of any relevant consent or approval given by any Council or other relevant planning authority.

- (b) Any approval granted by the Encumbrancee in accordance with this instrument does not constitute an agreement or representation as to adequacy, suitability or fitness of the proposal, plans or specifications so approved, nor that the Council or other relevant planning authority will grant its approval. The Owner acknowledges that it will not place any reliance on the Encumbrancee's approval, whether for the purposes of planning or zoning laws or otherwise.

6. NO DELAY

The Owner must not permit any undue delay to occur in the commencement or completion of any works approved under clause 5.1, such that the Owner acknowledges and agrees that it will be deemed to have delayed in complying with this obligation if such works are not completed within 12 months from the date that the Encumbrancee provided notice of its approval to the Owner (or such further time as the Encumbrancee in its absolute discretion may agree in writing with the Owner).

7. BREACH

- 7.1 The Encumbrancee (or its employees, agents or contractors) has the right to enter the Land at any time (after giving at least 24 hours' notice to the Owner), for the purpose of inspecting the Land to determine whether any of the Owner's obligations under this Encumbrance have been breached. The Owner must not do anything to obstruct or hinder such entry or inspection.
- 7.2 If the Encumbrancee serves a written notice upon the Owner specifying a breach of any of the Owners obligations under clauses 3, 4.1, 5, 6 and 10 (*default notice*) and the Owner fails to remedy the breach within one calendar month from the service of that notice, then Encumbrancee may do any one or more of the following things (without prejudice to any other rights it may have under this Encumbrance and at law, including the right to an injunction preventing or restraining any breach of the covenants in this Encumbrance):
 - (a) enter the Land and may take such action as the Encumbrancee deems necessary to remedy the breach (including the removal or carrying out of any works, structural or otherwise) at the cost in all things of the Owner ;
 - (b) recover from the Owner in any court of competent jurisdiction, the costs incurred by the Encumbrancee in remedying the breach;
 - (c) recover from the Owner the Administration Fee; and
 - (d) exercise any one or more of the powers rights and remedies given to encumbrancees by the *Real Property Act 1886* including the power to sell the Land in the event of the failure to pay any monies payable under this Encumbrance or any breach of any covenant in this Encumbrance.
- 7.3 The Encumbrancee may serve a default notice on the Owner more than once.

8. ADMINISTRATION FEE

- 8.1 In this Encumbrance, Administration Fee means the sum of \$1,000.00 being the Encumbrancee's reasonable estimate of the costs of any inspection under clause 7.1, the costs of preparing and serving the default notice under clause 7.2 and any other administrative cost, time and effort expended by the Encumbrancee in relation to any breach of this Encumbrance by the Owner.
- 8.2 The Encumbrancee may exercise any of its rights under clause 7.2 in relation to any unpaid Administration Fee including:
 - (a) serving further default notices and charging further Administration Fees; and
 - (b) exercising the power to sell the Land under the *Real Property Act 1886* in the event that such default notices are not complied with and/or such Administration Fees are not paid.

9. BUILDING SCHEME

The Owner acknowledges for the Owner and the Owner's successors in title that:

- 9.1 The covenants in this Encumbrance are entered into and undertaken for the purposes of the Encumbrancee's scheme of development for the land comprised in the Development Zone to the intent that:
 - (a) the covenants will run with and bind the Land and each successive registered proprietor of the Land;
 - (b) the benefit of each of the covenants will be annexed to, and passed to all current and future registered proprietors of each and every part of the Development Zone; and
 - (c) the covenants are intended to be enforceable by the Encumbrancee (even if the Encumbrancee ceases to own any land in the Development Zone) and each registered proprietor from time to time of each and every part of the Development Zone.
- 9.2 The Encumbrancee has indicated that the Encumbrancee will likely require each purchaser of residential land in the Development Zone, as a condition of its sale, to execute a Memorandum of Encumbrance (**Other Encumbrances**) in substantially similar form to this Encumbrance and containing the same or substantially similar covenants and other stipulations but the Encumbrancee makes no warranty or representation that the Other Encumbrances will be similar to this Encumbrance or enforceable by either the Encumbrancee or the Owner or any other owner of land within the Development Zone and the Owner will have no claim against the Encumbrancee in this regard.
- 9.3 Each person deriving an estate and interest in fee simple in the Land or any part thereof shall by virtue of accepting the instrument of transfer under the *Real Property Act 1886* be deemed thereby to have covenanted with the Encumbrancee and each owner and their successor of land within the Development Zone to perform and observe all the covenants contained herein on the part of the Owner to be performed and observed and each person claiming an estate and interest as mortgagee or encumbrancee in the Land or any part thereof subject to this Encumbrance shall by virtue of becoming registered as such be deemed thereby to have covenanted with the Encumbrancee and each other owner and any successive owner of any land within the Development Zone to perform and observe all the covenants contained herein on the part of the Owner to be performed and observed AND the Owner (and its successive registered proprietor of the Land) hereby acknowledges covenants and agrees that the obligation to perform and observe each of the covenants herein on the part of the Owner shall not be affected or prejudiced if the Encumbrancee shall cease to own land in the Development Zone or be wound up or otherwise cease to exist.

10. LIFT AND REPLACE

Without in any way limiting clause 9, the Owner will not transfer the Land to any person including by a will or under any intestacy law or (if the Owner is a body corporate) as part of a winding up (**Transferee**) unless:

- 10.1 The Owner notifies the Encumbrancee at least 21 days before the transfer, provides the necessary details of the Transferee for the purpose of completing the matters in subclause 10.3 below and pays the Encumbrancee its reasonable costs of attending to the matters in subclause 10.3 below plus any registration fees and stamp duty;
- 10.2 The Owner remedies all breaches or defaults and pays all monies payable under this Encumbrance (if any) by the Owner under this Encumbrance prior to the transfer;
- 10.3 The Owner procures at its cost in all things the execution, stamping and registration of a Memorandum of Encumbrance from the Transferee in favour of the Encumbrancee upon substantially the same terms as this Encumbrance, such instrument to be:
 - (a) prepared by the Encumbrancee or its solicitors;
 - (b) executed by the Transferee and the Encumbrancee prior to the transfer; and

- (c) lodged for registration by the Encumbrancee or its solicitors so that it is registered immediately following the Memorandum of Transfer to the Transferee and in priority to all other instruments,

at the cost in all things of the Owner including stamp duty and registration fees and any legal or other costs incurred by the Encumbrancee to prepare, execute, attend settlement and register the Memorandum of Encumbrance as contemplated above.

11. WAIVER AND RELEASE

11.1 Encumbrancee may waive any covenant relating to the Land

The Encumbrancee may from time to time in its absolute discretion lessen waive or release any of the covenants and other stipulations contained or implied in this Encumbrance.

11.2 Encumbrancee may waive any covenant relating to other land within the Bowden Project Stage One Site

- (a) The Encumbrancee may from time to time in its absolute discretion lessen, waive or release any of the covenants and other stipulations expressed or implied in any Memorandum of Encumbrance or other instrument whatever relating to any other land in the Bowden Stage One Site and whether it was entered into or imposed before, at the same time as or after the date of this Encumbrance.
- (b) No such lessening, waiver or release releases the Owner or its successors in title from the covenants and other stipulations contained and implied in this Encumbrance.

12. RELEASE BY ENCUMBRANCEE

Notwithstanding any other provision of this Encumbrance, the Encumbrancee may remove this Encumbrance from the certificate of title to the Land for any other reason whatsoever in the Encumbrancee's absolute discretion.

13. MORTGAGEE'S RIGHTS AND OBLIGATIONS

13.1 Exercise of power of sale

If the Owner is in default under the terms of any mortgage granted over the Land and registered under the Real Property Act nothing in this Encumbrance is to be construed as in any way affecting the rights of the mortgagee to exercise its power of sale contained in that mortgage.

13.2 Transfer by Mortgagee Subject to Encumbrance

Any mortgagee who exercises its power of sale must not sell, transfer or otherwise dispose of the Land except subject to this Encumbrance and procuring a replacement encumbrance from the incoming purchaser or transferee to the Encumbrancee, which is to be on the same terms as this Encumbrance, which replacement encumbrance must be registered on the Title for the Land immediately after the transfer of the Land to the incoming purchaser or transferee, and before any other interest in the land is created or registered.

13.3 Mortgagee's rights otherwise preserved

Apart from clauses 13.1 and 13.2, nothing in this Encumbrance shall be construed as in any way affecting the rights of a mortgagee of the Land to exercise the power of sale contained in the mortgage.

14. ENCUMBRANCEE'S CONSENT

Where the consent approval or agreement of the Encumbrancee is referred to under this Encumbrance:

- 14.1 such consent approval or agreement may be given or refused in the absolute discretion of the Encumbrancee (unless it is otherwise stated in this Encumbrance);

- 14.2 the Encumbrancee may attach such conditions to any such consent approval or agreement as it deems fit; and
- 14.3 no such consent approval or agreement shall be deemed to have been given unless it is provided in writing by or on behalf of the Encumbrancee.

15. NOTICE

15.1 Form and execution

Any notice, request or demand under this Encumbrance must be:

- (a) in writing; and
- (b) signed by the Encumbrancee or by a member of the board for the time being of the Encumbrancee or by the Solicitors for the Encumbrancee.

15.2 Service

Any notice, request or demand may be served upon the Owner either:

- (a) personally;
- (b) by being left for the Owner on the Land;
- (c) by being affixed to some part or parts of the Land; or
- (d) by being sent by prepaid post under cover addressed to the Owner at the last known place of business or abode in South Australia of the Owner.

15.3 When effective

Any notice, request or demand takes effect and is in force from the next day after the day on which it is served, left or posted whether or not the notice, request or demand comes to the hands or knowledge of the Owner.

15.4 Content

- (a) It is not necessary in any demand or notice on the Owner to specify any amount but the demand or notice will be sufficient if it requires payment of the monies secured by this Encumbrance without specifying the amount.
- (b) Any notice as to default under this Encumbrance may be a general notice that default has been made without specifying the nature of the default.

15.5 Other ways

The provisions of this clause 15 are in addition to any other ways in which the Encumbrancee may be entitled to give the Owner any notice, request or demand in relation to this Encumbrance.

16. URBAN DESIGN GUIDELINES

16.1 Acknowledgment/Receipt

The Owner acknowledges that it has read the Urban Design Guidelines prior to the grant of this Encumbrance.

16.2 Notification of Amendments

The Encumbrancee will notify the Owner of any amendment to the Urban Design Guidelines made at any time after the grant of this Encumbrance by publishing any variation to the Urban Design Guidelines on the Project Website.

16.3 When Amendments Binding

Any amendment to the Urban Design Guidelines made at any time after the grant of this Encumbrance and published on the Project Website (or otherwise notified to the Owner) will be deemed to bind the Owner.

17. COSTS AND EXPENSES OF AND INCIDENTAL TO ENCUMBRANCE AND DEFAULT

The Owner shall pay to the Encumbrancee upon demand all costs, expenses, charges and outgoings whatsoever (including legal costs) which the Encumbrancee may pay sustain or incur in consequence of or in relation to or of and incidental to:

- 17.1 the preparation and engrossment of this Encumbrance and all of the costs associated with the stamping and registration of this Encumbrance and any discharge thereof (including all stamp duty registration fees);
- 17.2 any breach or default which may be made in the due observance or performance of any covenant term condition or agreement expressed or implied in this Encumbrance; and
- 17.3 the exercise or enforcement of or the attempted or purported exercise or enforcement of any proceeding or any endeavour to exercise or enforce any of the powers rights remedies or discretions of the Encumbrancee under and by virtue of this Encumbrance or pursuant to the powers rights remedies or discretions vested in the Encumbrancee by statute law or equity.

18. TIME OF ESSENCE

Time is of the essence insofar as it relates to covenants obligations or agreements of the Owner.

19. ILLEGALITY

- 19.1 If any provision (or part of a provision) of this Encumbrance is or becomes illegal or invalid then:
 - (a) such illegality or invalidity shall not affect any other provision of this Encumbrance or any other part of such provision which is not invalid; and
 - (b) such provision or part thereof shall be severed from this Encumbrance.
- 19.2 To the extent that the exercise of any right power privilege or remedy conferred on the Encumbrancee is only capable of being exercised upon compliance with the provisions of any statute affecting the same then such right power privilege or remedy may only be exercised only after due compliance with any such provision and this Encumbrance shall be read and construed accordingly.
- 19.3 No provision of this Encumbrance shall be construed so as to negative or limit in any respect any power conferred on the Encumbrancee by any statutory enactment whether in force at the date of this Encumbrance or not.

20. SUNSET CLAUSE

- 20.1 The rights and obligations of the Encumbrancee (but not those of any person claiming under the Encumbrance as purchaser or owner of any land in the Development Zone) will cease upon the earlier of the following:
 - (a) the date that is 2 years after the last building constructed within the Development Zone achieves practical completion; or
 - (b) the 30th day of June 2027.

21. REMEDIES

The Encumbrancee is entitled to all the powers rights and remedies given to encumbrancees by the Real Property Act 1886.

22. ATTORNEY

22.1 Appointment

The Owner irrevocably appoints the Encumbrancee its Attorney.

22.2 Powers

The Attorney may in its name or in the name of the Owner, or Encumbrancee following a breach of this Encumbrance by the Owner:

- (a) do anything the Owner is obliged to do under this Encumbrance;
- (b) exercise any right, power, authority, discretion or remedy conferred on the Owner by this Encumbrance;
- (c) do anything the Encumbrancee, or the Attorney considers necessary or expedient for securing or perfecting the security created by this Encumbrance;
- (d) execute in favour of the Encumbrancee any legal mortgage, transfer, assignment or other assurance of any of the Land the subject of this Encumbrance;
- (e) execute deeds of assignment, composition or release;
- (f) sell or otherwise dispose of all or any part of the Land; and
- (g) for any of the above purposes appoint any substitute attorney for any period and remove any substitute attorney.

ANNEXURE A

Allotment Control Plan

Bowden East

Allotment Control Plan Text

211

To be read in conjunction with accompanying allotment control plan and Bowden Urban Design Guidelines (2011).

Key Plan Stage One - Allotment 211



Location

Allotment 211 is centrally located with frontage to both Fifth and Sixth Streets in the Bowden development.

Access Arrangements

Vehicle access is from Fifth and Sixth Streets. The allotment control plan designates the vehicle access/egress points to ensure integration with the public realm design and to maximise the opportunity for activating street frontages.

Access to the communal open space for maintenance should be provided.

Basement car parking is preferred for the site. Undercroft or at-grade car parking may be considered where it is located to the rear of the allotment and where an active street interface can be achieved. Car parking is to be appropriately screened from adjacent streets and the communal open space of allotment 211.

Private pedestrian entries from the street and accessible bicycle storage are encouraged.

Desired Future Character Statement

Allotment 211 is envisaged as a mixture of four and five storey residential apartment buildings separated by a large communal open space. Developments should offer a range of dwelling sizes, including studio, 1, 2 and 3-bedroom apartments.

Building designs should maximise passive solar design, natural cross ventilation and integrate with outdoor spaces.

Minimal setbacks are required for the lower levels (first and second storeys) to strongly define the street edge with built form. An active interface to the street is intended.

Outlook from the apartments is intended to achieve casual surveillance of the street and communal open space.

The building design should offer fine-grain architectural expression and a high level of visual interest whilst forming part of the overall built form of Bowden. The architecture and materials selection should respond to the former, current and emerging characters of Bowden.

Bowden East

Allotment Control Plan Text

211

Development Controls

Five storeys fronting Fifth Street and four storeys fronting Sixth Street is envisaged for the site.

The buildings are to be separated with communal open space that is proportional to the height of adjacent built form (i.e. 19m building height requires 19m wide open space). Direct links to the communal open space should be provided.

The communal outdoor space should provide high level amenity to residents including a deep soil zone suitable for planting medium to large trees. At least one deep soil zone of 8x8m (minimum) should be provided.

Effective use of the available roof area is encouraged, including innovative design solutions that may allow roof top terraces or communal gardens.

Additional building height will be considered where demonstrated innovative design, affordability and/or environmental sustainability provides overall benefits to the precinct.

A high quality resolution of building design encompassing fine-grain architectural expression and appropriate materials and colours is expected for the site.

Buildings should incorporate vertical articulation of facades to relieve horizontal lines. Wall panels, windows and balconies should be aligned between levels to create consistent vertical articulation.

Varying the height of adjoining vertical sections should be considered to add visual interest to the development.

The roofline profile should be relatively uniform across the built form. Simple continuous roof forms are preferred, although these may be articulated to maximise northern sunlight and daylight to upper level apartments.

Front ground floor setbacks should be from zero to a maximum of 1.5m to achieve a recessed or raised landscaped space as a transition from the street. The setback for upper floors (Level 3 and above) is 3.6m.

There are zero setbacks to the side boundaries. The transition to adjoining allotments 212 and 213 should be carefully considered to avoid unrelieved sections of blank boundary walls.

There are zero setbacks to the communal open space with the exception of the upper levels (Level 2 and above) of the building adjacent to Sixth Street which should be appropriately 'stepped back' to maximise mid-winter sun light to the open space.

Habitable rooms are encouraged at the front of apartments for engagement with the street and an active interface with the communal open space.

The ground floor should be raised a maximum of 1.2m above the finished footpath level to provide for privacy. Innovative facade treatments and sensitively designed entry transitions should be explored.

Preference is for dual aspect apartments with open plan layouts. Where single aspect apartments are proposed, designs should maximise natural light provision and cross-ventilation to all living areas.

All site services should be incorporated into the design of the building and located to minimise the impact on public areas. Consideration should be given to a central waste disposal system.

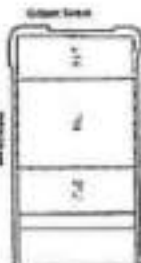
Site Statistics & Key Controls (Allotment 211)

Site Area	Approximately 2324m ²
Yield Approx.	Target 65-70 dwellings (An electrical load of 280kW is available subject to confirming with SAPN supply requirements)
Building Height (from Ground Level)	19m (where 5 storeys - plus roof top terrace) 15m (where 4 storeys - plus roof top terrace)
Setbacks	Fifth + Sixth Street frontage - 0m to 1.5m (Ground Floor to Level 2) Fifth + Sixth Street frontage - 3m (Level 3 and above) Communal Open Space frontage - 0m setback (Ground Floor to Level 2) Communal Open Space frontage - Upper levels stepped back to the building adjacent to Sixth Street to maximise mid-winter sun reaching the open space Side boundary adjoining Lot 212 - 0m setback Side boundary adjoining Lot 213 - 0m setback
Car + Bike Parking	As per Urban Design Guidelines
Mandatory Green Star Rating Accreditation	Achieve a 5 Star 'as design' Green Star Certified Rating

Bowden

Life more interesting .com.au

Key Plus Stage One -
A1000001 211

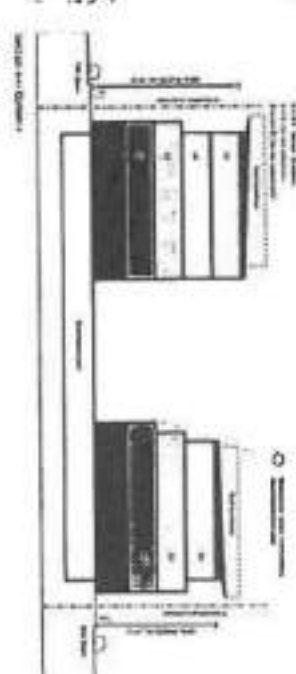
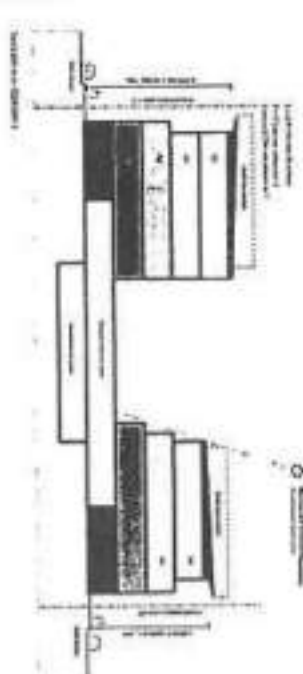
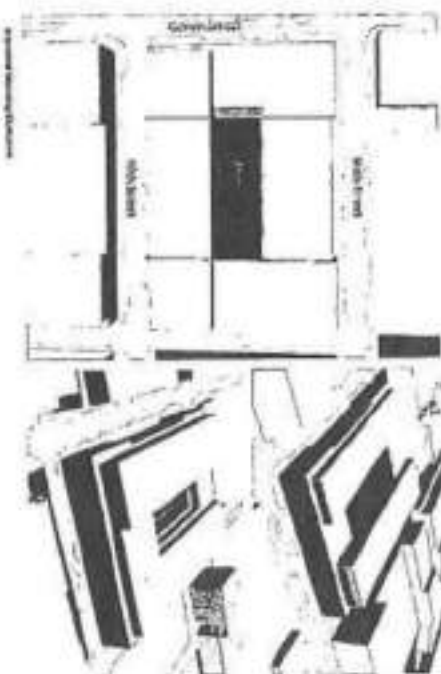
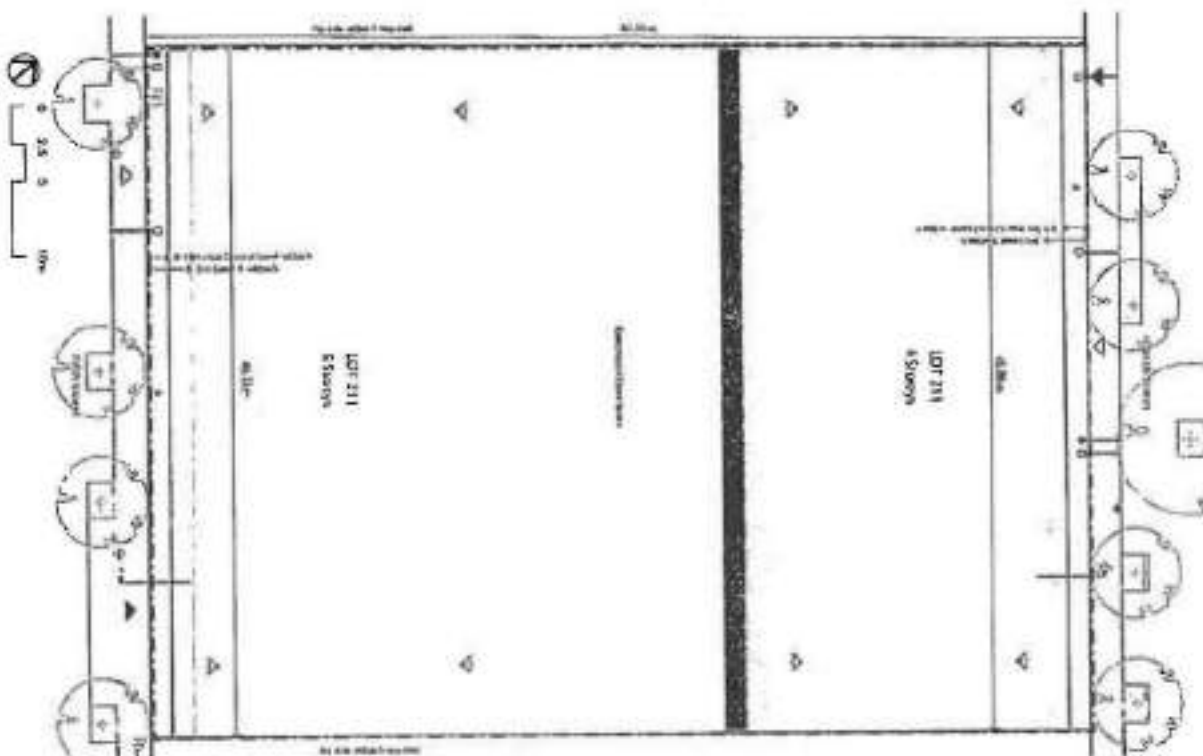


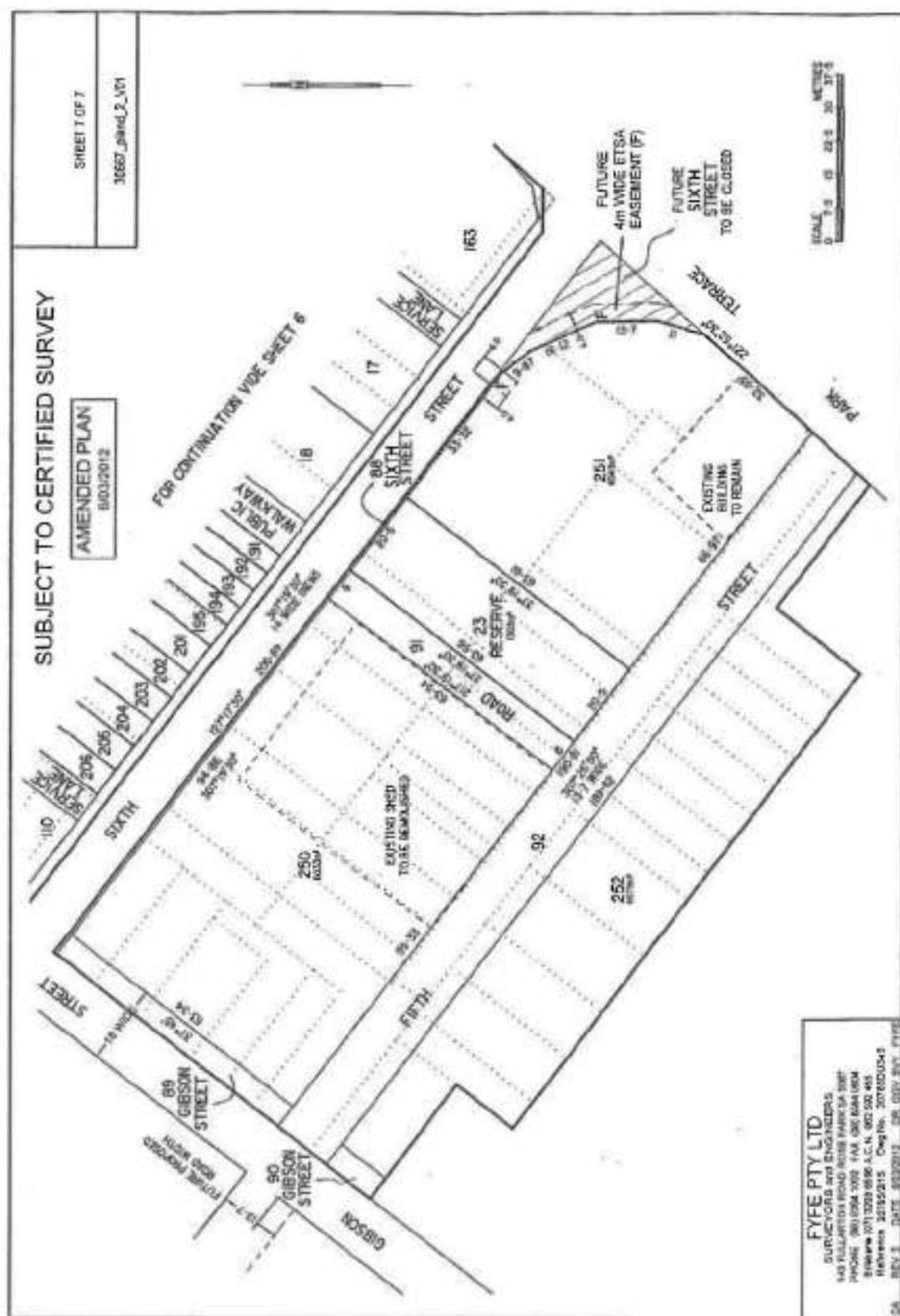
Notes:
1. The house is designed to be built on a 10m wide lot.
2. The house is designed to be built on a 10m wide lot.
3. The house is designed to be built on a 10m wide lot.

Notes:
1. The house is designed to be built on a 10m wide lot.
2. The house is designed to be built on a 10m wide lot.
3. The house is designed to be built on a 10m wide lot.

Notes:
1. The house is designed to be built on a 10m wide lot.
2. The house is designed to be built on a 10m wide lot.
3. The house is designed to be built on a 10m wide lot.

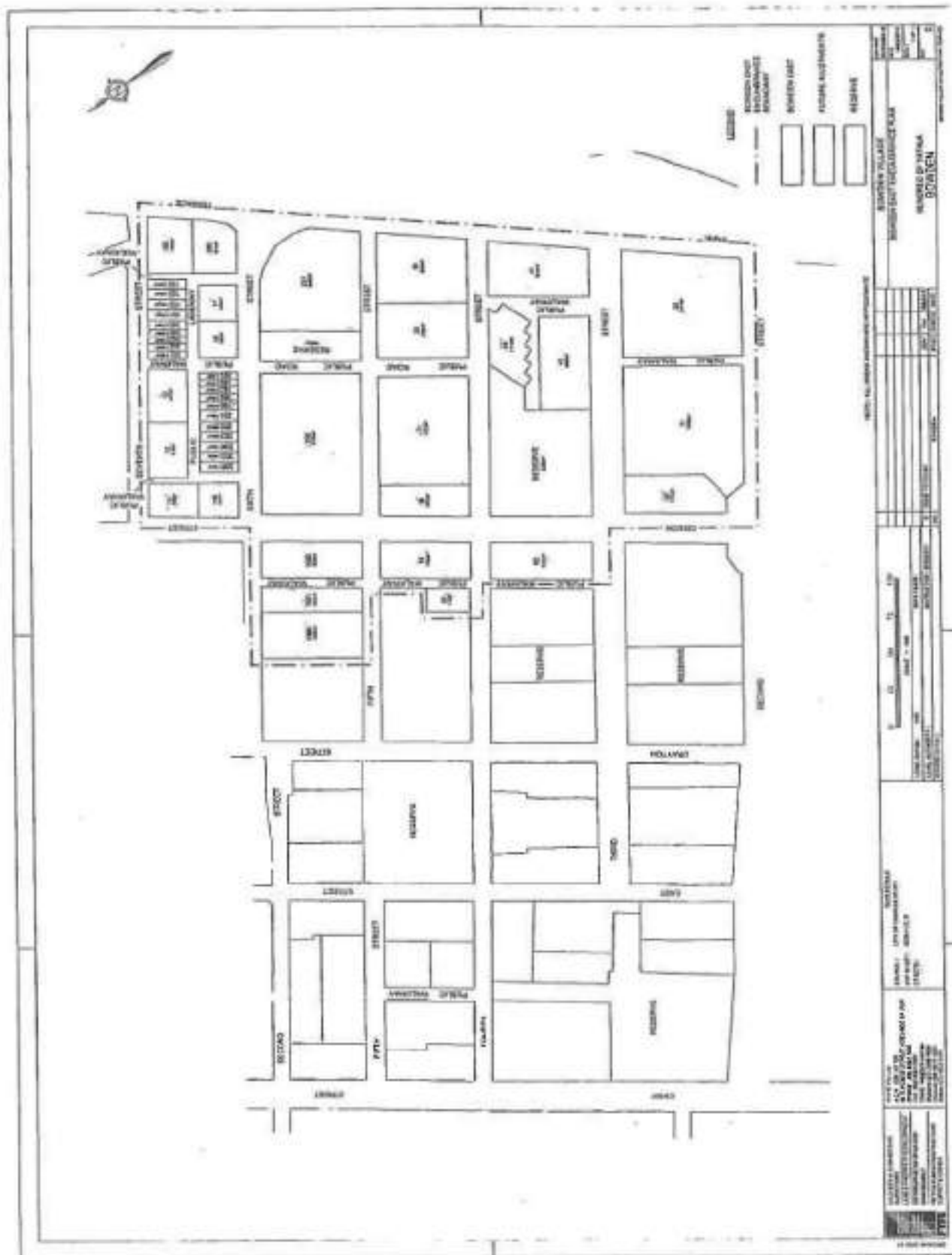
Notes:
1. The house is designed to be built on a 10m wide lot.
2. The house is designed to be built on a 10m wide lot.
3. The house is designed to be built on a 10m wide lot.





ANNEXURE C

Development Zone



Receipt No : 0002723990
Admin No : 71304 (95762)

Tania Fitzpatrick
224 Old South Road
OLD REYNELLA SA 5161

Contact: Section 7
Telephone: (08) 8204 2026
Email: epasection7@sa.gov.au

Contact: Public Register
Telephone: (08) 8204 9128
Email: epa.publicregister@sa.gov.au

31 October, 2025

EPA STATEMENT TO FORM 1 - CONTRACTS FOR SALE OF LAND OR BUSINESS

The EPA provides this statement to assist the vendor meet its obligations under section 7(1)(b) of the *Land and Business (Sale and Conveyancing) Act 1994*. A response to the questions prescribed in Schedule 1-Contracts for sale of land or business-forms (Divisions 1 and 2) of the *Land and Business (Sale and Conveyancing) Act 1994* is provided in relation to the land.

I refer to your enquiry concerning the parcel of land comprised in

Title Reference CT Volume 6175 Folio 726
Address Unit 305, 47 Fifth Street, BOWDEN SA 5007

Summary of land use:
Metal Coating of Manufactured Products

Schedule – Division 1 – *Land and Business (Sale and Conveyancing) Regulations 2010*

PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND

8. *Environment Protection Act 1993*

Does the EPA hold any of the following details relating to the *Environment Protection Act 1993*:

8.1	Section 59 - Environment performance agreement that is registered in relation to the land.	NO
8.2	Section 93 - Environment protection order that is registered in relation to the land.	NO
8.3	Section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land.	NO
8.4	Section 99 - Clean-up order that is registered in relation to the land.	NO
8.5	Section 100 - Clean-up authorisation that is registered in relation to the land.	NO
8.6	Section 103H - Site contamination assessment order that is registered in relation to the land.	NO
8.7	Section 103J - Site remediation order that is registered in relation to the land.	NO

8.8	Section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination).	NO
8.9	Section 103P - Notation of site contamination audit report in relation to the land.	NO
8.10	Section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land.	NO

Schedule – Division 2 – Land and Business (Sale and Conveyancing) Regulations 2010

PARTICULARS RELATING TO ENVIRONMENT PROTECTION

3-Licences and exemptions recorded by EPA in public register

Does the EPA hold any of the following details in the public register:

a)	details of a current licence issued under Part 6 of the <i>Environment Protection Act 1993</i> to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?	NO
b)	details of a licence no longer in force issued under Part 6 of the <i>Environment Protection Act 1993</i> to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?	YES
c)	details of a current exemption issued under Part 6 of the <i>Environment Protection Act 1993</i> from the application of a specified provision of that Act in relation to an activity carried on at the land?	NO
d)	details of an exemption no longer in force issued under Part 6 of the <i>Environment Protection Act 1993</i> from the application of a specified provision of that Act in relation to an activity carried on at the land?	YES
e)	details of a licence issued under the repealed <i>South Australian Waste Management Commission Act 1979</i> to operate a waste depot at the land?	NO
f)	details of a licence issued under the repealed <i>Waste Management Act 1987</i> to operate a waste depot at the land?	NO
g)	details of a licence issued under the repealed <i>South Australian Waste Management Commission Act 1979</i> to produce waste of a prescribed kind (within the meaning of that Act) at the land?	YES
h)	details of a licence issued under the repealed <i>Waste Management Act 1987</i> to produce prescribed waste (within the meaning of that Act) at the land?	YES

4-Pollution and site contamination on the land - details recorded by the EPA in public register

Does the EPA hold any of the following details in the public register in relation to the land or part of the land:

a)	details of serious or material environmental harm caused or threatened in the course of an activity (whether or not notified under section 83 of the <i>Environment Protection Act 1993</i>)?	NO
----	--	----

b)	details of site contamination notified to the EPA under section 83A of the <i>Environment Protection Act 1993</i> ?	NO
c)	a copy of a report of an environmental assessment (whether prepared by the EPA or some other person or body and whether or not required under legislation) that forms part of the information required to be recorded in the public register?	YES
d)	a copy of a site contamination audit report?	YES
e)	details of an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the <i>Environment Protection Act 1993</i> applies?	NO
f)	details of an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the <i>Environment Protection Act 1993</i> ?	NO
g)	details of an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the <i>Environment Protection Act 1993</i> ?	NO
h)	details of a notification under section 103Z(1) of the <i>Environment Protection Act 1993</i> relating to the commencement of a site contamination audit?	YES
i)	details of a notification under section 103Z(2) of the <i>Environment Protection Act 1993</i> relating to the termination before completion of a site contamination audit?	NO
j)	details of records, held by the former <i>South Australian Waste Management Commission</i> under the repealed <i>Waste Management Act 1987</i> , of waste (within the meaning of that Act) having been deposited on the land between 1 January 1983 and 30 April 1995?	NO

5-Pollution and site contamination on the land - other details held by EPA

Does the EPA hold any of the following details in relation to the land or part of the land:

a)	a copy of a report known as a "Health Commission Report" prepared by or on behalf of the <i>South Australian Health Commission</i> (under the repealed <i>South Australian Health Commission Act 1976</i>)?	NO
b)	details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the <i>Environment Protection Act 1993</i> ?	NO
c)	details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the <i>Environment Protection Act 1993</i> ?	NO
d)	a copy of a pre-1 July 2009 site audit report?	NO
e)	details relating to the termination before completion of a pre-1 July 2009 site audit?	NO

Records identified in this EPA Statement to Form 1: **EPA/464; EPA/15636; EPA/38622; P0131; SC60340**

The above records have been identified with a YES response in this EPA Statement to Form 1 and can be obtained by contacting the Public Register on (08) 8204 9128 or email epa.publicregister@sa.gov.au

All care and diligence has been taken to access the above information from available records. Historical records provided to the EPA concerning matters arising prior to 1 May 1995 are limited and may not be accurate or complete.

NOTE

This parcel of land was used by a business or company who in the course of an industrial or commercial process or a teaching or research activity produced prescribed (hazardous) waste.

Waste Produced

Acids And Acidic Solutions

Alkalis And Alkaline Solutions

Chromium Compounds And Solutions

Cyanides Or Cyanide Solutions And Cyanide Complexes

Hydrocarbons

Phenolic Compounds

Zinc Compounds And Solutions



STRATA DATA

Date: 24 October 2025

To: Oakridge Conveyancers

Email: admin@oakridgeconveyancers.com.au

Property Address: 305/47 Fifth Street Bowden, South Australia 5007

Please find enclosed your **\$66.00 Section Search** for the above mentioned property.

The section search is the initial search documentation that is required to be issued as a part of the sale contract and includes the following:

- 2 years of Minutes
- The previously accepted financial report
- Current policies of insurance
- Particulars of any contribution payable including any arrears
- Particulars of any expenditure that the 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
- By-Laws (Community Corporations)

Payment of updated financial search is recommended prior to settlement to confirm outstanding amounts, Financial Update searches are at a cost of \$27.50 inclusive of GST.

Please note all searches are emailed to guarantee fast, efficient delivery.

Important Information: This property is part of a Community plan, additional approval for pets may be required. This process involves seeking consent from the corporation, which may include a notice period and additional fees. Approval is not guaranteed and is subject to the rules and regulations of the Community plan. Please consult the attached By-Laws and resolutions for approvals currently in place.

Kind Regards,

Strata Data

For and on behalf of Community Corporation 28285 Inc.

E: reception@stratadata.com.au

P: 08 8372 2777



Oakridge Conveyancers

Tax Invoice

ABN: 20 080 960 112

Date: 24-Oct-25

Invoice #: 5500001

Due Date: 24/10/2025

Make all cheques payable to Strata Data or use invoice number as reference when paying by EFT.

647 Portrush Rd, Glen Osmond SA 5064. Tel: Office 8372 2777 Fax 8379 0703

STATEMENT PURSUANT TO SECTION 139 (Community Titles Act 1996)

REQUESTED BY: Name: Oakridge Conveyancers
Address: admin@oakridgeconveyancers.com.au

REGARDING: Corporation: Community Corporation 28285 Inc.
Unit No. & Address: 305/47 Fifth Street Bowden
Owners: G R & S L Thredgold

PART 1 : FINANCIAL DETAILS

1.1 Lot Entitlement

Lot Entitlement = 120

Total of all Entitlements = 10000

1.2 Maintenance Contributions

Last Levy Paid	Amount	Paid To
Admin Fund Levy	\$1,052.01	31/12/2025
Sinking Fund Levy	\$96.00	31/12/2025
Current Levy	Amount	Frequency
Admin Fund Levy	\$1,052.01	Quarterly
Sinking Fund Levy	\$96.00	Quarterly

1.3 Arrears

Levies	Due as at 24/10/2025	Charged but due after 24/10/2025
Amount Due	\$0.00	\$0.00
** (NB: Interest accrues daily at 10 % per annum)		
Advance Payments	\$0.00	



Biller Code: 96503
Ref: 23201195700028285704

1.4 Lot Expenditure by the Strata Corporation

(a) Incurred by the Corporation to which the unit holder must or is likely to be required to contribute :

Refer minutes of meetings

(b) Resolved by the Corporation to incur, to which the unit holder must or is likely to be required to contribute :

Refer minutes of meetings

1.5 Assets and Liabilities of the Corporation

(a) Fund Name : STRATA DATA CLIENTS TRUST ACCOUNT

(b) Held at : Macquarie Trust Account (BCSA)

(c) Sum standing to the credit of fund: \$335,607.87 comprising Admin: \$118,662.66 and Sinking: \$216,945.21

(d) Amount committed to expenses : Refer to minutes of meetings is incurred for : Refer to minutes of meetings

(e) Amount earmarked for future expenses : Refer to minutes of meetings for the purpose of : Refer to minutes of meetings

(f) Particulars of other assets. All those defined as common property upon the land :

Refer to minutes of meetings

- (g) Amount held in external account : \$0.00
(h) Liabilities (excluding those above as described in 1.2 herein)
Refer to minutes of meetings

Water Payment Method: Individual Owners pay

PART 2 : INSURANCE

Insurer : Chubb (VIC)

Type of Cover	Sum Insured	Policy Number	Expiry Date
Public Liability	\$20,000,000.00	02GS035902	15/12/2025
Building	\$49,961,718.00	02GS035902	15/12/2025
Government Audit Costs	\$25,000.00	02GS035902	15/12/2025
Machinery breakdown	\$100,000.00	02GS035902	15/12/2025
Voluntary workers	\$200,000.00	02GS035902	15/12/2025
Fidelity Guarantee	\$250,000.00	02GS035902	15/12/2025
Lot Owners fixtures and improvements	\$250,000.00	02GS035902	15/12/2025
Common contents	\$49,961,718.00	02GS035902	15/12/2025
Office Bearers	\$1,000,000.00	02GS035902	15/12/2025

Notes

PART 3 : DOCUMENTS SUPPLIED

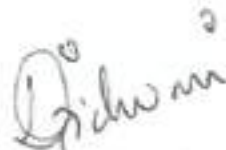
- (a) Minutes of General & Committee Meetings of the Corporation for the last two years
(b) Details of any special or unanimous resolutions affecting the unit or common property passed in the last five (5) years (excluding those contained in (a) above)
(c) Statement of Accounts of the Corporation last prepared
(d) All current policies of insurance taken out by the Corporation
(e) The Corporation Bylaws

PART 4 : DOCUMENT INSPECTION

The Corporation's records are available for inspection at STRATA DATA, 647 PORTRUSH ROAD GLEN OSMOND SA 5064 on any working day between 10:00am and 4:00pm. Phone 8372 2777 to make an appointment.

Statement Dated 24/10/2025

Signed for and on behalf of Community Corporation 28285 Inc.



Dilip Gidwani

BODY CORPORATE MANAGER

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

The Community Titles Act requires that :

- 1.1 A lot owner immediately notify the Body Corporate of change of ownership of a unit so that s135 "(1) A community corporation must maintain a register of the names of the owners of the community lots which shows the last address known to the corporation of each owner. (2) A corporation must keep a record of the information used to compile the register for the period required by the regulations." Can be complied with.
- 1.2 s114(7) "Payment of a contribution, installment or interest in enforceable jointly and severally against the owner or owners of the lot and the subsequent owner or owners of the lot.
(8) A contribution, installment or interest may be recovered as a debt."
(12) An amount paid by a person under this section is not recoverable by the person from the corporation when he or she ceases to be the owner of the lot.
- 1.3 This statement is issued on the basis that any payment by the unit holder by cheque or other instrument will be honored at the first presentation. i.e. : if the cheque bounces, the owners financial details in 1.2/1.3 will be wrong.

The information provided in this certificate confirms any levies raised on our system at the time of issue. Please check with Strata Data to see if any recent meetings have taken place and/or special levies have been agreed to but not yet raised/generated on our system.

ABN 20 080 960 112

Email: reception@stratadata.com.au

Page : 4

Minutes of the Annual General Meeting

Corporation *Community Corporation 28285 Inc.*
Address *46 Sixth Street, Bowden*
Meeting Date 22nd of November, 2023 commencing at 5:30 PM
Location 647 Portrush Road Glen Osmond, South Australia 5064

Present in Person

Lot: 6 Adam Anthony Zerella
Lot: 21 Carol Grubisa
Lot: 30 Elpitha Spyrou
Lot: 32 Anne Jennifer Clarke
Lot: 33 Casey Rose Gove
Lot: 34 Robert William Nash
Lot: 35 Elpitha Spyrou
Lot: 37 Tony Perrin
Lot: 43 John Caddy - JOSO JMC Pty Ltd
Lot: 44 Luisa Bronwyn Fetherstonhaugh
Lot: 64 Tony Perrin
Lot: 65 Katherine Helena Walker
Lot: 75 Kenneth Yu-Chien Wong

Apologies

Lot: 27 Nicholas Kenneth Kempt by proxy to Strata Data

Present by Proxy

Lot: 1 Luminaire Apartments Pty Ltd by proxy to Strata Data
Lot: 12 Dr Manjula Tamunaidu by proxy to Strata Data
Lot: 41 Luminaire Apartments Pty Ltd by proxy to Strata Data
Lot: 58 Luminaire Apartments Pty Ltd by proxy to Strata Data
Lot: 59 Luminaire Apartments Pty Ltd by proxy to Strata Data
Lot: 60 Luminaire Apartments Pty Ltd by proxy to Strata Data
Lot: 61 Miss Millie Downing by proxy to Strata Data
Lot: 63 Ms C Sheeley by proxy to Strata Data
Lot: 71 Luminaire Apartments Pty Ltd by proxy to Strata Data
Lot: 72 Ms S Yang by proxy to Strata Data
Lot: 73 Clark Property (SA) Pty Ltd by proxy to Strata Data
Lot: 77 Ruth Sims by proxy to Tony Perrin
Lot: 76 Luminaire Apartments Pty Ltd by proxy to Strata Data
Lot: 79 Luminaire Apartments Pty Ltd by proxy to Strata Data
Lot: 81 Luminaire Apartments Pty Ltd by proxy to Strata Data

In attendance

Mark Amar representing Strata Data

Quorum

The Body Corporate Manager advised that the Corporation had currently 4 un-financial lots with the payments due not having been paid. Section 84(14) of the Community Titles Act advised that a vote cannot be exercised in relation to a lot unless all amounts payable to the corporation in respect of that lot have been paid and section 83(4) determines that only financial lots are to be regarded in the establishment of a quorum.

The Body Corporate Manager declared that a quorum was not in attendance and the meeting was adjourned at 6:00 pm. General discussion took place until 8:25 pm.

Minutes of the Adjourned Annual General Meeting

Corporation *Community Corporation 28285 Inc.*
Address *46 Sixth Street, Bowden*
Meeting Date 5th of December, 2023 commencing at 9:30 am
Location 647 Portrush Road Glen Osmond, South Australia 5064

Present in Person

Lot: 33 Casey Rose Gove
Lot: 49 Laurel May Hamilton
Lot: 77 Ruth Sims

Apologies

Lot: 34 Robert William Nash

Present by Proxy

Lot: 1 Luminaire Apartments Pty Ltd by proxy to Strata Data
Lot: 2 Harry Eric Van Der Saag by proxy to Strata Data
Lot: 4 Michael Moran by proxy to Strata Data
Lot: 12 Dr Manjula Tamunaidu by proxy to Strata Data
Lot: 21 Carol Grubisa by proxy to Strata Data
Lot: 27 Nicholas Kenneth Kempt by proxy to Strata Data
Lot: 37 Tony Perrin by proxy to Strata Data
Lot: 41 Luminaire Apartments Pty Ltd by proxy to Strata Data
Lot: 42 Mr David Musolino by proxy to Strata Data
Lot: 43 John Caddy - JOSO JMC Pty Ltd
Lot: 44 Luisa Bronwyn Fetherstonhaugh
Lot: 58 Luminaire Apartments Pty Ltd by proxy to Strata Data
Lot: 59 Luminaire Apartments Pty Ltd by proxy to Strata Data
Lot: 60 Luminaire Apartments Pty Ltd by proxy to Strata Data
Lot: 61 Miss Millie Downing by proxy to Strata Data
Lot: 63 Ms C Sheeley by proxy to Strata Data
Lot: 64 Tony Perrin by proxy to Strata Data
Lot: 71 Luminaire Apartments Pty Ltd by proxy to Strata Data
Lot: 72 Ms S Yang by proxy to Strata Data
Lot: 73 Clark Property (SA) Pty Ltd by proxy to Strata Data
Lot: 75 Kenneth Yu-Chien Wong by proxy to Strata Data
Lot: 76 Luminaire Apartments Pty Ltd by proxy to Strata Data
Lot: 79 Luminaire Apartments Pty Ltd by proxy to Strata Data
Lot: 81 Luminaire Apartments Pty Ltd by proxy to Strata Data

In attendance

Mark Amar representing Strata Data

Quorum

The Body Corporate Manager advised that the Corporation had currently 2 un-financial lots with the payments due not having been paid. Section 84(14) of the Community Titles Act advised that a vote cannot be exercised in relation to a lot unless all amounts payable to the corporation in respect of that lot have been paid and section 83(4) determines that only financial lots are to be regarded in the establishment of a 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 Amar of Strata Data assist the Presiding Officer by chairing the meeting".
Carried Unanimously

Confirmation of Minutes

It was resolved "that the minutes of the previous General Meeting(s), held on 8th Dec 2022 be accepted as a true and correct record of that meeting." *Carried Unanimously*

Financial Report

It was resolved "that the statement of income and expenditure for the period Saturday 01 October 2022 to Saturday 30 September 2023 was reviewed, received and accepted as an accurate record of the corporation's current financial standing." *Carried Unanimously*

It was further resolved that Mr Paul Smith of the Strata Data Group be empowered to act as the Public Officer as defined under the Income Tax Assessment Act 1936 on behalf of the corporation.

Financial Statement Audit

It was resolved "That the financial statement, as distributed with the meeting agenda, be audited as required by section 138 of the Community Titles Act." *Motion Failed*

The members present & by proxy agreed that this should be a practice every 2 years

Review of Sums Insured

General Advice Warning

Terandi Pty Ltd (ABN 20 080 960 112) acts as an Authorised Representative (AR Number: 1285659) of Honan Insurance Group (ABN 67 005 372 396, AFSL 246749). Any financial product advice that we give to you (including about a particular insurance policy) is factual and/or general advice only. This document does not take into account your objectives, needs or financial situation. You should consider whether our advice is appropriate for you and review any relevant PDS and policy wordings, Honan Important Notices and Terandi Pty Ltd's Financial Services Guide before you make any decision about an insurance product.

For a copy of the FSG, policy wordings and Honan important notices you can refer to our website: <https://www.stratadata.com.au/insurance/product-disclosure-statements/>

Strata Data cannot provide advice as to the appropriate level of insurance. It is suggested that the Corporation arrange for an insurance valuation of the common areas to avoid a claim not being fully met due to the Corporation being underinsured. Owners must notify Strata Data immediately of any possible claims that may be made against the policy.

The Body Corporate declined to have an insurance valuation but resolved to increase the sum insured by 10%.

It was resolved "that the sums insured be:

Building Insurance	\$47,063,024.00
Public Liability Insurance	\$20,000,000.00
Office Bearers Liability	\$1,000,000.00
Catastrophe Insurance	Not required at this time
Fidelity Guarantee	\$250,000.00 (to be increased to \$250,000.00)
Machinery Breakdown	\$100,000.00
Excess	Refer to current Certificate of Currency
Renewal Date for these sums is	15/12/2023
Last Valuation Date	17/11/2022
Last Valuation Sum	\$42,360,958.00

Flood Cover

The policy currently includes flood cover.

Strata Data was requested to arrange quotations for the insurance, at renewal and is appointed to place this with a company as advised by the Management Committee on behalf of the corporation. Where instruction is not provided prior to expiry of the existing policy, the policy will be renewed with the current insurer" *Carried Unanimously*

Contents and Landlords Insurance

The corporation's insurance policy does not cover an owner's contents (such as carpets, curtains and light fittings) or legal liability within their unit. Owners must take out their own insurance to cover these risks.

If you are in a Strata or Community Strata property and require a contents or landlord insurance policy you can obtain a quote or take cover with CHU by visiting our website <https://www.stratadata.com.au/insurance/> or call the Strata Data insurance team on (08) 8372 2777 for guidance.

Use of Contractors

The Body Corporate has complete choice over which contractors they engage to perform maintenance to the common property. The options that the Body Corporate have include:

Preferred Contractors

A Preferred Contractor is a contractor that has been proven to carry up to date & relevant insurance policies, business registration & licensing and their track record of work with Strata Data has shown that they operate at a high level of quality and competence.

Non-Preferred Contractors (Approved)

A Non-Preferred (Approved) contractor is one that has passed the vetting process relating to Licencing, Insurance and up to date business registrations. Whilst these contractors may carry the correct credentials that legally allow them to conduct business, their quality of work is unknown to Strata Data.

Non Approved Contractors

A Non Approved Contractor is one that is unable to provide appropriate licences and/or insurances. Should the Body Corporate choose to engage these contractors there are many risks involved. Strata Data does not become involved in any aspect of dealing with these contractors, however, upon written instruction from an Office Bearer, Strata Data will make payment of an invoice.

Maintenance Requirements

Scheduled Cleaning of Gutters and Down Pipes

Strata Data was requested to arrange for cleaning of gutters, downpipes and stormwater drains, once per year in April 2024 and further hydro jet underground stormwater system, drains etc (gratings on the ramp, near the Lifts and the front glass doors of the Corporation) by the contractor "Maintenance Matters". Strata data is also to provide access details to the contractor into the building.

Grounds Maintenance

The members present agreed to continue to contract Maintenance Matters to attend to grounds maintenance on a monthly frequency as existing. That the Management Committee is empowered for further instructions on this matter.

Caretaking

The members present agreed to continue to contract CBR Designs to attend to the cleaning and caretaking as per the scope of works provided by the Management Committee.

Sewer Preventative Maintenance (Hydrojet Clean)

The Body Corporate advised no action on this matter at this time.

Pest Inspection

Strata Data was requested to continue to arrange spider spray and monitoring of rat baiting as per the existing frequency through Exit Pest. Strata Data is to inform the contractor that spray to prevent cockroaches and other bugs should also be sprayed at those times.

Roller Door Servicing/ Maintenance

The meeting noted that this is being done twice a year by JMH and this is to continue. This matter is to be placed on the agenda of the next AGM.

Access Control Systems/Fobs

The meeting discussed the quotation from Austronics on supply and install equipment for Fob access (quote number 15776 for a total of \$9,083.00). John Caddy also advise the meeting of a recent resident survey conducted where majority of the responses were in favour of installing a fob access system for better security for the building.

It was resolved" That Strata Data is to arrange to update the quotation from the contractor Austronics for supply and install of access Fobs (a total of 2 Fobs per Lot + 10 additional Fobs to be quoted). Strata Data is also to arrange a comparative quote from Nexus Security. The contractor is to contact John Caddy prior to attending to schedule to discuss scope of works in detail. That the management committee will take this matter further and proceed with the contractor as deemed suitable for installing systems to be used for access Fobs instead of codes for the main doors. That the quotations are to be sent to the management committee for further instructions. That a provision of \$15,000 is being made from the sinking funds for these expenses" *Carried Unanimously*

Note : One of the owners present request the Management Committee to review that if additional fobs ordered at the time of placing the full order are cheaper so should be ordered in bulk and managed by the management committee to be bought by the owners later.

Lift Buttons

Some members discussed about the placement of lift buttons. Elpitha Spyrou/ Tony Perrin kindly offered to send some photos to Strata Data to take this matter further from the lift contractor.

Trip hazard on Level 3 (fifth street side)

Ruth Sims kindly offered to send photos for any such visible trip hazards to Strata Data to take it up further

Gall wasps on the trees in the common areas

Casey Rose Gove kindly offered to send photos and Strata Data will take it up with the contractor and management committee as deemed suitable.

Strata Data aims to have maintenance works completed quickly and within reasonable costs. When owners/agents send maintenance requests to Strata Data, we ask that wherever possible photos, location, and a description of the works be provided. This is to ensure that when an appropriate contractor is sent to site works can be completed quickly, resulting in lower costs to the Corporation.

Other Relevant Business

Maintenance Condition and Safety Report

The Body Corporate has a duty of care to ensure that the Common Property is free from hazards. The Community Titles Act places an obligation upon the Body Corporate to maintain the Common Property, in doing so many hazards can be identified and reduced.

Strata Data recommends that the Body Corporate obtain a Maintenance Condition and Safety Report to assist in identifying all areas requiring repair and maintenance, as well as any areas that may pose a risk to any person's health and safety.

It was resolved "that completion of a Maintenance Condition and Safety Report is not required at this time." *Carried Unanimously*

Discussions on Airbnb & other clauses in the By-Laws e.g levies/penalties

The members present on the day of the discussions discussed this matter in detail and the management committee endorsed that the corporation should look at changing the bylaws and adding a couple of bylaws specifically for the leasing term and also for adding the penalty clause. The meeting noted the process for changing the bylaws as below :

- a) Draft Amended By-laws (costs approx \$1500-\$2000)
- b) Present the amended bylaws in a duly convened meeting for the corporation to approve.
- c) Bylaws are to be lodged with the LTO within 14 days of the meeting (conveyancer costs approx \$1000)

It was resolved " that the management committee shall proceed with providing a brief/proposed changes to the bylaws and engage a third party/Strata Data to draft amendments to the By-laws which will be presented in a duly convened meeting for the corporation to approve" *Motion Carried (1 vote against)*

Sinking Fund Analysis Review

The members present reviewed the sinking fund report in line with legislation and it was noted the sinking fund balance aligned with the report.

It was resolved "That the sinking fund analysis report is to be updated. Strata Data is to send the formats of the 2 consultants to the management committee and the management committee is to decide which consultant to go with" *Carried Unanimously*

Resident Engagement

Strata Data believes that a sense of engagement amongst residents is important in building community. Therefore should you wish to organise a working bee, sausage sizzle or order pizzas etc. for a 'Get to Know Your Neighbours' event, the costs can be re-imbursed by the Corporation. Simply forward to your Body Corporate Manager receipts approved by the Committee or an Office Bearer as applicable. The cost of the event can be funded from existing funds.

Approvals, Alterations & Additions

Strata Data advised that should an owner at any time other than an Annual General Meeting choose to apply to the corporation for an approval of any kind which is for the exclusive benefit of that owner the prescribed meeting fee will apply and shall be charged to that owner.

Level of Maintenance Fund Contributions

Strata Data advised that owners must make provision for long term, non-recurrent maintenance expenditure through a sinking fund and presented an estimate of budget requirements for the coming year.

The Body Corporate Manager tabled a budget with a total annual contribution of \$335,026.00. This Budget was not approved:

After discussion it was resolved "that the Annual Contributions be as follows:

Administration Fund	\$312,026.00 (incl of GST)
Sinking Fund	\$ 42,000.00 (incl of GST)
Total Contribution	\$ 354,026.00

This contribution is payable quarterly and divided by entitlement on 1st Jan 2024

Any major works unable to be paid from accumulated funds or any fund shortages are to be paid by way of a special levy." *Carried Unanimously*

All owners are reminded that levies are due 1st January, 1st April, 1st July & 1st October.

Election of Officers

It was resolved "that Mr John Caddy be appointed to the positions of Presiding Officer and Mr Tony Perrin as Secretary and Ms Anne Jennifer Clarke be appointed to the position of Treasurer for the forthcoming year. A Committee comprising the following owners is appointed." *Carried Unanimously*

Committee Members

Mr Tony Perrin

Mr John Caddy

Ms Anne Jennifer Clarke

Ms Katherine Helena Walker

Elpitha Spyrou

Appointment of Body Corporate Manager

It was resolved "That Strata Data be re-appointed as body corporate manager at the fee specified in the budget. That the Presiding Officer be authorised to sign the agreement on behalf of the Body Corporate. As it is mandatory under the Act to have a signed agreement, if the agreement has not been returned to Strata Data within 14 days, that the Body Corporate Manager sign the agreement on behalf of the Body Corporate." *Carried Unanimously*

The agreed management fee for the coming year is \$27,284.00 including GST.

Next Annual General Meeting

The next Annual General Meeting will be held on Wednesday 20th of Nov 2024 at 5:30 pm via Zoom + RSVP

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 10:25 am.



STRATA DATA PORTAL

ACCESS YOUR INFORMATION 24/7

For access to your Corporations information 24/7 visit the Client Portal where you can:

- Download meeting minutes;
- Access financial statements and live account balances;
- Update your contact details;
- View insurance information, both past and present;
- And much more....

How can I access the Portal?

- If you have already registered for portal access, please visit portal.stratadata.com.au
- If you have not received an invite, please email portal@stratadata.com.au to request an invitation.

Minutes of the Annual General Meeting

Corporation	<i>Community Corporation 28285 Inc.</i>
Address	<i>46 Sixth Street, Bowden</i>
Meeting Date	20th of November, 2024 commencing at 5:30 PM
Location	647 Portrush Road Glen Osmond, South Australia 5064

Present in Person

Lot/Unit: 3	Gabrielle Marie Colquist
Lot/Unit: 11	Susan Ninham
Lot/Unit: 21	Carol Grubisa
Lot/Unit: 24	Katrina Marie Giles
Lot/Unit: 26	Ms Helen Guillen
Lot/Unit: 30	Kym Andrew Medlen, Mirella Ameduri
Lot/Unit: 32	Anne Jennifer Clarke
Lot/Unit: 34	Robert William Nash
Lot/Unit: 35	Maria Hariss
Lot/Unit: 37	Tony Perrin
Lot/Unit: 43	John Caddy - JOSO JMC Pty Ltd
Lot/Unit: 56	Natalie Mulhern
Lot/Unit: 64	Tony Perrin
Lot/Unit: 65	Rex Harold Grimwade
Lot/Unit: 75	Kenneth Yu-Chien Wong

Apologies

Nil

Present by Proxy

Lot/Unit: 4	Jessica Moran, Michael Moran by proxy to Strata Data
Lot/Unit: 5	James Ronald Hunt, Lauren Kay Hunt by proxy to Strata Data
Lot/Unit: 6	Adam Anthony Zerella, Amanda Lynda Geracitano by proxy to Strata Data
Lot/Unit: 22	Professor Craig Batty by proxy to Strata Data
Lot/Unit: 25	Gregory Follett, Robyn Follett by proxy to Strata Data
Lot/Unit: 27	Nicholas Kenneth Kempf by proxy to Strata Data
Lot/Unit: 42	Mr David Musolino by proxy to John Caddy – Lot 43
Lot/Unit: 44	Luisa Bronwyn Featherstonhaugh, Tyson Rhys Featherstonhaugh by proxy to Strata Data
Lot/Unit: 50	Hannah Jane Keane by proxy to Strata Data
Lot/Unit: 61	Miss Millie Downing by proxy to Strata Data
Lot/Unit: 63	Ms C Sheeley by proxy to Strata Data
Lot/Unit: 72	Ms S Yang by proxy to Strata Data
Lot/Unit: 73	Clark Property (SA) Pty Ltd by proxy to Strata Data
Lot/Unit: 77	Ruth Sims by proxy to Strata Data
Lot/Unit: 83	C J & K M Foord by proxy to Strata Data

In attendance

Mark Amar representing Strata Data

Quorum

The Body Corporate Manager advised that the Corporation had currently 6 un-financial lots with the payments due not having been paid. Section 84(14) of the Community Titles Act advised that a vote cannot be exercised in relation to a lot unless all amounts payable to the corporation in respect of that lot have been paid and section 83(4) determines that only financial lots are to be regarded in the establishment of a quorum.

The Body Corporate Manager declared that a quorum was not in attendance and the meeting was adjourned at 6:00 pm. General discussion took place until 8:00 pm

Minutes of the Adjourned Annual General Meeting

Corporation	<i>Community Corporation 28285 Inc.</i>
Address	<i>46 Sixth Street, Bowden</i>
Meeting Date	28 th of November, 2024 commencing at 2:30 PM
Location	647 Portrush Road Glen Osmond, South Australia 5064

Present in Person
Nil

Apologies
Lot/Unit: 2 Harry Eric Van Der Saag

Present by Proxy
Lot/Unit: 4 Jessica Moran, Michael Moran by proxy to Strata Data
Lot/Unit: 5 James Ronald Hunt, Lauren Kay Hunt by proxy to Strata Data
Lot/Unit: 21 Carol Grubisa by proxy to Strata Data
Lot/Unit: 6 Adam Anthony Zerella, Amanda Lynda Geracitano by proxy to Strata Data
Lot/Unit: 22 Professor Craig Batty by proxy to Strata Data
Lot/Unit: 25 Gregory Follett, Robyn Follett by proxy to Strata Data
Lot/Unit: 27 Nicholas Kenneth Kempf by proxy to Strata Data
Lot/Unit: 30 Kym Andrew Medlen by proxy to Strata Data
Lot/Unit: 32 Anne Jennifer Clarke by proxy to Strata Data
Lot/Unit: 37 Tony Perrin by proxy to Strata Data
Lot/Unit: 42 Mr David Musolino by proxy to John Caddy – Lot 43
Lot/Unit: 43 John Caddy - JOSO JMC Pty Ltd by proxy to Strata Data
Lot/Unit: 44 Luisa Bronwyn Featherstonhaugh, Tyson Rhys Featherstonhaugh by proxy to Strata Data
Lot/Unit: 50 Hannah Jane Keane by proxy to Strata Data
Lot/Unit: 57 Mr Brendan Christian by proxy to Strata Data
Lot/Unit: 61 Miss Millie Downing by proxy to Strata Data
Lot/Unit: 63 Ms C Sheeley by proxy to Strata Data
Lot/Unit: 64 Tony Perrin by proxy to Strata Data
Lot/Unit: 72 Ms S Yang by proxy to Strata Data
Lot/Unit: 73 Clark Property (SA) Pty Ltd by proxy to Strata Data
Lot/Unit: 77 Ruth Sims by proxy to Strata Data
Lot/Unit: 83 C J & K M Foord by proxy to Strata Data

In attendance
Mark Amar representing Strata Data

Quorum
The Body Corporate Manager advised that the Corporation had currently 5 un-financial lots with the payments due not having been paid. Section 84(14) of the Community Titles Act advised that a vote cannot be exercised in relation to a lot unless all amounts payable to the corporation in respect of that lot have been paid and section 83(4) determines that only financial lots are to be regarded in the establishment of a quorum.

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 3:00 pm.

Chairperson

It was resolved "that Mark Amar of Strata Data assist the Presiding Officer by chairing the meeting."

Carried Unanimously

Confirmation of Minutes

It was resolved "that the minutes of the previous General Meeting(s), held on 5th Dec 2023 be accepted as a true and correct record of that meeting." *Carried Unanimously*

Financial Report

It was resolved "that the statement of income and expenditure for the period Sunday 01 October 2023 to Monday 30 September 2024 was reviewed, received and accepted as an accurate record of the corporation's current financial standing." *Carried Unanimously*

Financial Statement Audit

It was resolved "That the financial statement, as distributed with the meeting agenda, be audited as required by section 138 of the Community Titles Act." *Carried Unanimously*

Public Officer

What are the responsibilities of the public officer? A public officer is the Company's representative to the Australian Tax Office and is responsible for the Company's obligations under the Income Tax Assessment Act 1936. They must be able to establish their identity and be available when contacted by the ATO regarding the company's tax obligations.

It was further resolved that Mr Paul Smith of the Strata Data Group be empowered to act as the Public Officer as defined under the Income Tax Assessment Act 1936 on behalf of the corporation.

Review of Sums Insured

General Advice Warning

Terandi Pty Ltd (ABN 20 080 960 112) acts as an Authorised Representative (AR Number: 1285659) of Honan Insurance Group (ABN 67 005 372 396, AFSL 246749). Any financial product advice that we give to you (including about a particular insurance policy) is factual and/or general advice only. This document does not take into account your objectives, needs or financial situation. You should consider whether our advice is appropriate for you and review any relevant PDS and policy wordings, Honan Important Notices and Terandi Pty Ltd's Financial Services Guide before you make any decision about an insurance product.

For a copy of the FSG, policy wordings and Honan important notices you can refer to our website:

<https://www.stratadata.com.au/insurance/product-disclosure-statements/>

Strata Data cannot provide advice as to the appropriate level of insurance. It is suggested that the Corporation arrange for an insurance valuation of the common areas to avoid a claim not being fully met due to the Corporation being underinsured. Owners must notify Strata Data immediately of any possible claims that may be made against the policy.

The Body Corporate resolved to have an insurance valuation and instructed Strata Data to endorse the insurance policy at the valued amount or the existing level of sum insured, whichever is greater.

It was resolved "that the sums insured be:

Building Insurance	As Per Valuation
Public Liability Insurance	\$20,000,000.00
Office Bearers Liability	\$1,000,000.00
Catastrophe Insurance	Not required at this time
Fidelity Guarantee	Refer to COC
Machinery Breakdown	\$100,000.00
Excess	\$5,000.00
Renewal Date for these sums is	15/12/2024
Last Valuation Date	17/11/2022
Last Valuation Sum	\$42,360,958.00

Flood Cover

The policy currently includes flood cover.

Excess may be subject to change at next renewal.

Strata Data was requested to arrange quotations for the insurance, at renewal and is appointed to place this with a company as advised by the Management Committee on behalf of the corporation. Where instruction is not provided prior to expiry of the existing policy, the policy will be renewed with the current insurer." *Carried Unanimously*

Contents and Landlords Insurance

The corporation's insurance policy does not cover an owner's contents (such as carpets, curtains and light fittings) or legal liability within their unit. Owners must take out their own insurance to cover these risks.

If you are in a Strata or Community Strata property and require a contents or landlord insurance policy you can obtain a quote or take cover with CHU by visiting our website

<https://www.stratadata.com.au/insurance/> or call the Strata Data insurance team on (08) 8372 2777 for guidance.

Use of Contractors

The Body Corporate has complete choice over which contractors they engage to perform maintenance to the common property. The options that the Body Corporate have include:

Preferred Contractors

A Preferred Contractor is a contractor that has been proven to carry up to date & relevant insurance policies, business registration & licensing and their track record of work with Strata Data has shown that they operate at a high level of quality and competence.

Non-Preferred Contractors (Approved)

A Non-Preferred (Approved) contractor is one that has passed the vetting process relating to Licencing, Insurance and up to date business registrations. Whilst these contractors may carry the correct credentials that legally allow them to conduct business, their quality of work is unknown to Strata Data.

Non Approved Contractors

A Non Approved Contractor is one that is unable to provide appropriate licences and/or insurances. Should the Body Corporate choose to engage these contractors there are many risks involved. Strata Data does not become involved in any aspect of dealing with these contractors, however, upon written instruction from an Office Bearer, Strata Data will make payment of an invoice.

Maintenance Requirements

Scheduled Cleaning of Gutters and Down Pipes

Strata Data was requested to arrange for cleaning of gutters, downpipes and stormwater drains, once per year in April 2025 and further hydro jet underground stormwater system, drains etc (gratings on the ramp, near the Lifts and the front glass doors of the Corporation) by the contractor "Maintenance Matters". Strata data is also to provide access details to the contractor into the building.

Grounds Maintenance current schedule & Grounds maintenance proposal submitted by owner of Apt 207/ Sixth Street (attached with the agenda

The members present agreed to continue to contract Maintenance Matters to attend to grounds maintenance on a monthly frequency as existing.

The proposal submitted by Katrina Marie Giles was discussed by the members present during the discussion on 20th Nov 2024 and after discussions Katrina Marie Giles agreed to withdraw the proposal of maintaining the grounds herself.

It was resolved "that grounds maintenance subcommittee is being appointed and the grounds maintenance subcommittee members are as follows:

Lot/Unit: 24 Katrina Marie Giles
Lot/Unit: 11 Susan Ninham
Lot/Unit: 65 Rex Harold Grimwade
Lot/Unit: 3 Gabrielle Marie Colquist

That Strata Data will send the contact details of the grounds maintenance subcommittee to each other via email. That Lot/Unit: 24 Katrina Marie Giles Kindly offered to be the coordinator for the subcommittee.

The members present agreed that the grounds maintenance subcommittee will provide feedback to the grounds contractors via Strata Data and Strata Data will also initiate a site meeting between the existing grounds contractor and the grounds maintenance subcommittee for the initial feedback session about maintenance of the common grounds and their scope of services.

That the subcommittee will initiate the process of producing a document for their roles and responsibilities and the document will be submitted to the management committee for review and approvals. It was agreed that in principle, decisions which financially and operationally impact the corporation will be undertaken by the management committee after the ground subcommittee submits their proposals through the year. *"Carried Unanimously"*

Caretaking

The members present agreed to continue to contract CBR Designs to attend to the cleaning and caretaking as per the scope of works provided by the Management Committee.

Sewer Preventative Maintenance (Hydrojet Clean)

The Body Corporate advised no action on this matter at this time.

Pest Inspection

Strata Data was requested to continue to arrange spider spray and monitoring of rat baiting as per the existing frequency (every six months – March and October) through Exit Pest. That the contractor is also to spray the treatment to prevent cockroaches and other bugs at the same time.

Roller Door Servicing/ Maintenance

The meeting noted that this is being done twice a year by JMH and this is to continue. This matter is to be placed on the agenda of the next AGM.

Any Other Maintenance Items

Nil

Strata Data aims to have maintenance works completed quickly and within reasonable costs. When owners/agents send maintenance requests to Strata Data, we ask that wherever possible photos, location, and a description of the works be provided. This is to ensure that when an appropriate contractor is sent to site works can be completed quickly, resulting in lower costs to the Corporation.

Other Relevant Business

Maintenance Condition and Safety Report

The Body Corporate has a duty of care to ensure that the Common Property is free from hazards. The Community Titles Act places an obligation upon the Body Corporate to maintain the Common Property, in doing so many hazards can be identified and reduced.

Strata Data recommends that the Body Corporate obtain a Maintenance Condition and Safety Report to assist in identifying all areas requiring repair and maintenance, as well as any areas that may pose a risk to any person's health and safety.

It was resolved "that completion of a Maintenance Condition and Safety Report is not required at this time." *Carried Unanimously*

*Note: The members present during the discussions on 20th November 2024 agreed that this should be a 5 **yearly exercise**. That this matter called "Maintenance Condition and Safety Report – undertaken in Jan 2022) is to be placed on the agenda for the next AGM*

Purchase of One Table and 6 Chairs for common courtyard (Western End) – special resolution

"That the management committee be authorized to delegate Ms Katrina Giles to purchase one table and 6 plastic chairs to be placed in the common areas of the Corporation as per the proposal attached. Approx Costs = under \$500.00"

Amended Motion

It was resolved "that it was agreed in principle that the corporation should initiate the purchase of suitable furniture for the open courtyard on one end (western end possibly). That Lot/Unit: 24 Katrina Marie Giles & Lot/Unit: 3 Gabrielle Marie Colquist kindly offered to assist with this matter and proposals will be sent to the management committee. That the management committee is empowered to decide common furniture to be placed in the open courtyard. That a provision of \$3000.00 is budgeted from the sinking funds for these expenses "Carried Unanimously

Blanket Approval to Exterior Window shades (Cream shade – matching the existing colour of the interiors vertical blinds)

"That approval be granted to Lot owners to install, at their Apartment/Lot respectively, exterior window shades (in Cream shade – matching the existing colour of the interiors vertical blinds) subject to the following conditions being met and adhered to; that all costs for the installation ongoing maintenance and or removal be borne by the respective Apartment/Lot owner, that when installed, the exterior window shades be maintained in a safe condition, that when installed the exterior window shades not be allowed to deteriorate into a condition whereby they will detriment the overall aesthetic of the property as a whole, that upon removal the external appearance of the property be reinstated to its original condition, that external window shades when installed do not encroach onto property belonging to other parties (Council and/or Neighbours), or common areas of the property, that any required Council approval be sought and gained by the respective Apartment/Lot owner prior to any installations being carried out, that the style type & colour of exterior window shades be to match specifications as set by the Management Committee, that applications for any new exterior window shades be presented to the Management Committee for approval prior to any installations being carried out and that all installations be carried out by an appropriately licensed qualified and insured tradesperson. *Motion Withdrawn*

After discussions the above motion was withdrawn as the current Fire safety Code does not allow the installation of window awnings/shades. It was noted that in case a different colour is suggested to the colour already approved this motion will have to be placed on the agenda of a duly convened meeting in a fully worded format

Discussions on installing Window Awnings

"Change in the provisions of the Fire safety Laws . owners may need to obtain a Fire engineer's report" *Motion Withdrawn*

The members present generally discussed this matter however it was noted that there is restriction of installing window shades/awnings due to the change in Fire safety codes. No Outcome.

Any Other Relevant Business

Tyson Rhys Fetherstonhaugh by proxy advised the following:

Proposal to amend the By-Laws

Tyson Rhys Fetherstonhaugh by proxy advised the following:

1. I'm against arranging quotes from lawyers to draft the amendments to By-Laws. I believe the current laws are fine.
2. I'm opposed to restricting short term accommodation. As owners, who currently have long term tenants we have had no complaints due to short term accommodation. Secondly, we would want to keep the option available to utilise this form of occupancy in future if our circumstances change. I would also like to raise that the value of our apartments will decrease if short term accommodation is restricted.

Discussions on the matter above: Strata Data advised the meeting that the management committee has been empowered by the corporation in the AGM of 2023 to initiate the process of amending the bylaws. The proposed amended bylaws will be placed on the agenda of a duly convened meeting of the corporation for all the owners to vote upon. It was also noted that the matter of short-term renting was discussed at the AGM of 2023 and the decision to initiate this process was based on the fact that there were many complaints received from apartments who are engaging in short term letting.

Screen Doors on Sliding Doors

It was noted that Strata Data has received one request for installing screen doors on the sliding doors outside the lot. Strata Data advised that since this is a change to the external appearance of the lot such a request will have to be placed on the agenda of a duly convened meeting of the corporation in a fully worded format. Once the owner of the lot that has requested this installation provides further details, Strata Data will reach out to the management committee to instruct whether a blanket resolution is to be placed on the agenda of the next AGM/next duly convened meeting for this matter.

Bike Storage

The members present discussed that this matter is requested to be reviewed by the management committee once again. That Strata Data is to place this matter on the agenda of the next management committee meeting.

Sinking Fund Analysis Review

The members present reviewed the Sinking Fund Analysis report prepared by Solutions in Engineering in August 2024 in line with legislation and it was noted the sinking fund balance aligned with the report with the report.

Approvals, Alterations & Additions

Strata Data advised that should an owner at any time other than an Annual General Meeting choose to apply to the corporation for an approval of any kind which is for the exclusive benefit of that owner the prescribed meeting fee will apply and shall be charged to that owner.

Level of Maintenance Fund Contributions

Strata Data advised that owners must make provision for long term, non-recurrent maintenance expenditure through a sinking fund and presented an estimate of budget requirements for the coming year.

The Body Corporate Manager tabled a budget with a total annual contribution of \$379,669.00. This Budget was not approved:

After discussion it was resolved "that the Annual Contributions be as follows:

Administration Fund	\$350,669.00 – incl of GST
Sinking Fund	\$32,000.00 – incl of GST
Total Contribution	\$382,669.00

This contribution is payable quarterly and divided by entitlement on 1st Jan 2025.

Any major works unable to be paid from accumulated funds or any fund shortages are to be paid by way of a special levy." *Carried Unanimously*

All owners are reminded that levies are due 1st January, 1st April, 1st July & 1st October.

Election of Officers

It was resolved "that Mr John Caddy be appointed to the positions of Presiding Officer and Mr Tony Perrin as Secretary and Ms Anne Jennifer Clarke be appointed to the position of Treasurer for the forthcoming year. A Committee comprising the following owners is appointed." *Carried Unanimously*

Committee Members

Mr Tony Perrin

Mr John Caddy

Ms Anne Jennifer Clarke

Katrina Marie Giles

Kym Andrew Medlen

Note: Strata Data is to send scheduled dates for the committee meetings for 2025 to the Management Committee.

Appointment of Body Corporate Manager

It was resolved 'That Strata Data be re-appointed as body corporate manager at the fee specified in the budget. That the Presiding Officer be authorised to sign the agreement on behalf of the Body Corporate. As it is mandatory under the Act to have a signed agreement, if the agreement has not been returned to Strata Data within 14 days, that the Body Corporate Manager sign the agreement on behalf of the Body Corporate.' *Carried Unanimously*

The Management Agreement will be available via the Client Portal following signing of the agreement.

The agreed management fee for the coming year is \$29,880.00 including GST.

Next Annual General Meeting

The next Annual General Meeting will be held on Wednesday 19th Nov 2025 at 5:30 pm via Zoom and by RSVP for a meeting location.

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 3:15 pm.



STRATA DATA PORTAL | ACCESS YOUR INFORMATION 24/7

For access to your Corporations information 24/7 visit the Client Portal where you can:

- Download meeting minutes;
- Access financial statements and live account balances;
- Update your contact details;
- View insurance information, both past and present;
- And much more...

How can I access the Portal?

- If you have already registered for portal access, please visit portal.stratadata.com.au
- If you have not received an invite, please email portal@stratadata.com.au to request an invitation.

Minutes of the Committee Meeting

Corporation *Community Corporation 28285 Inc.*
Address *46 Sixth Street, Bowden*
Meeting Date *6th March 2024 commencing at 5:00 PM*
Location *Via Video / Teleconference*

Present in Person

Lot 30 Ms Elpitha Spyrou
Lot 32 Ms Anne Jennifer Clarke
Lot: 43 Mr John Caddy
Lot: 37 Mr Tony Perrin

Apologies

Nil

Present by Proxy

Nil

In attendance

Mark Amar representing Strata Data

Quorum

The Chairperson declared that a quorum was in attendance and the meeting opened at 5:10 pm.

Chairperson

It was resolved "that Mark Amar of Strata Data assist the Presiding Officer by chairing the meeting".
Carried Unanimously.

Minutes of the previous meeting

It was resolved "that the minutes of the previous Management Committee Meeting, held on 28th August 2023 be accepted as a true and correct record of that meeting." *Carried Unanimously*

Meeting Items Agenda

Review & actions from last Committee Meeting minutes

The Management Committee reviewed the minutes of the previous Management Committee Meeting held on 28th August 2023 and the AGM Minutes from Nov 2023 and the matters detailed below were discussed.

Emergency exit buttons on the exit

Mr Tony Perrin is following up with the certifier for approving to have the emergency exit buttons removed as these are not required now as the new doors have auto-exit system. This matter is to be placed on the agenda of the next committee meeting.

EV charging Station Installations

The management committee discussed this matter in detail and also discussed the results of the survey conducted for the residents for this purpose of installing EV charging stations and providing infrastructure for owners to install their own electric vehicle chargers. The survey did not have a positive response and the management committee agreed that they should shelve this project for now and if there are more requests that come in then this matter can be taken up in the next 3-5 years. The management committee noted that retrofitting a building is very challenging and there could be other implications for example insurance and fire hazards.

Balcony Awnings Installed

Mr Tony Perrin advised he meeting that he has obtained the elevation drawings and there is no notation on the apartments with awnings when they were initially built .

The management committee will audit the building with regards to the awnings which are not in line with the resolution in records of the management committee and periodic reminders will be sent to the owners to adhere with the approved specification resolution for awnings

Common Storage Areas to be reviewed converted into Bike Storage Areas

The management committee discussed this matter and also discussed the survey of the residents conducted for this purpose and it was noted that there was not a very positive response for this requirement from the residents. The management committee agreed to shelve this project for now.

Access Control for main doors (Fob system)

The management committee discussed the two quotations available from the two contractors "Austronics" and "Nexus" and noted that there it was a difference of about \$4k (Austronics was higher) however agreed that in principle the body corporate should have only one security contractor in the building. It was also noted that although the equipment cost from Austronics was higher however the recurring cost of each additional fob was lower which would benefit the residents in the long term and overall there are cost benefits as well.

The below action items were advised:

- a) Strata data is to coordinate with Austronics and try and negotiate the price as they are the preferred contractor for the corporation.
- b) Strata data is also to arrange for a quotation for the code pad (sixth street) to be replaced at the same time from Austronics
- c) The final quotation from Austronics is to be sent to the management committee for final approvals.

Funds received from recyclable items being collected by Backyard cash

Based on the survey from the residents, the management committee agreed to buy herbs/garden tools for the community garden from the cash collected from the sales of recyclable items (backyard cash)

Strata Data is to advise the management committee of the total amount collected from backyard cash so far in the past three years.

By-Laws Amendment Update

The management committee discussed this matter in detail and Mr Tony Perrin kindly agreed to provide a brief for proposed changes in the bylaws. This will be circulated internally amongst the management committee and once the management committee approves the brief will be sent to Strata Data. Strata Data will provide a cost estimate of updating the bylaws and preparing a proposed draft. The cost estimate will be sent to the management committee for further instructions.

Unightly items stored on balconies - Reminders

The management committee will provide the list of apartment numbers who are frequently in breach of the bylaws for storing unsightly items on their balconies and frequently airing laundry etc. Strata Data will arrange to send reminder notices to those apartment owners for breach of the bylaws.

Ms Elpitha Spyrou left the meeting at 6:30 pm.

Roof Water Ingress

The management committee discussed ongoing issue with the water ingress from the roof specifically in apartment 305 on the sixth street whereby even after several attendances and repairs, there is water ingress whenever it rains. There have been similar incidents in the past couple of years of water ingress in apartments on the top level on the 6th St side (304,305,308 etc).

The following action items were agreed to:

Strata data is to follow up with the builders about this matter as a letter has already been sent to the builders

The management committees of the understanding that all apartments on the top floor should be investigated on both sides (5th St and 6th St). Strata Data is to send a letter to all owners and residents of the top floors of both sides (5th St and 6th St) and ask them to report of any visible observations of water ingress in their apartments and the occupants are to send photos as well. This data has to be collected to be provided to the specialist who can investigate further into this matter and provide their report about the probable cause and recommended solutions

The management committee has provided further instructions on an email whereby Strata Data is to try and engage specialists for this problem (e.g Adelaide Building inspectors – Nick Begg , TMK Engineers) for them to investigate and also provide a solution and also report whether this issue could be related to a design or a building issue.

All follow-ups are to be reported to the management committee for further instructions and directions.

Cleaning of Breezeways Windows

Strata Data is to arrange a quotation for cleaning of breezeway windows of both the buildings. The contractor is to contact Ms Anne Jennifer Clarke to discuss details scope of services. The quotation is to be sent to the management committee for further instructions.

Letter for individual owners – for their apartment maintenance

Strata Data is to send this draft of the letter which was sent to the owners last year for the management committee to update.

Sinking Fund Analysis Update

Strata Data is to resend the formats of the 2 consultants to the management committee and the management committee is to decide which consultant to go with.

Lift Buttons

Tony Perrin kindly offered to send some photos to Strata Data to take this matter further from the lift contractor.

Fire Alarms

The management committee generally discussed this item and it was noted that even after there is an evacuation alarm going on in the building the occupants do not take this seriously and do not exit the building. Strata Data is to send a letter to all residents (also upload on the app) about this matter and request that all residents should evacuate the building for their own safety if there are evacuation alarms in progress

Stair Nosings and Lift Tiles

Mr John Caddy kindly offered to have these items repaired and out of pocket expenses will be reimbursed.

Financials

The Management Committee generally reviewed the YTD financials.

Next Management Committee Meeting
Thursday 18th July 2024 at 5:00 pm via Zoom

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 7:07 pm

Minutes of the Committee Meeting

Corporation *Community Corporation 28285 Inc.*
Address *46 Sixth Street, Bowden*
Meeting Date *1st August 2024 commencing at 4:00 pm*
Location *Via Video / Teleconference*

Present in Person

Lot 32 Ms Anne Jennifer Clarke
Lot: 43 Mr John Caddy
Lot: 37 Mr Tony Perrin

Invitees

Lot: 30 Kym Andrew Medlen & Mirella Ameduri
Lot: 24 Katrina Giles
Nick Begg from Building Inspectors Adelaide

Apologies

Nil

Present by Proxy

Nil

In attendance

Mark Amar representing Strata Data

Quorum

The Chairperson declared that a quorum was in attendance and the meeting opened at 4:05 pm

Chairperson

It was resolved "that Mark Amar of Strata Data assist the Presiding Officer by chairing the meeting".
Carried Unanimously.

Building / Roof report

The members present discussed this matter in detail and Nick Begg from Building Inspectors Adelaide summarised this report (*report is attached with these minutes*) about concerns of roof leaks into various apartments on the top floor of 6th St side building.

The discussions the below action points were summarized:

- a) Mr Tony Perrin Kindly offered to collate a brief summary of the discussions and email the management committee.
- b) Strata Data is to engage Ken Hall Plumbers for sealing of the sump located above apartment 303 on 6th street .
- c) Mr Tony Perrin is to contact the contractor GJ James for the window dealing for apartment 305 on 6th Street.
- d) The management committee discussed the possibility of contacting the builder to rectify some of these issues.
- e) Further instructions will be advised via email

Minutes of the previous meeting

It was resolved "that the minutes of the previous Management Committee Meeting, held on 6th March 2024 be accepted as a true and correct record of that meeting." *Carried Unanimously*

Meeting Items Agenda

Review & actions from last Committee Meeting minutes

The Management Committee reviewed the minutes of the previous Management Committee Meeting held on 6th March 2024 and the matters detailed below were discussed.

Emergency exit buttons on the exit

Mr Tony Perrin updated the meeting on this matter and advised that he has received a response from the certifier that there is no issue in removing these emergency exit buttons subject to the emergency exit plans be updated. Mr Tony Perrin will investigate further on this matter of updating the emergency exit plans and update the management committee and Strata Data.

Awnings / Balcony Awnings Installed

Mr Tony Perrin advised the meeting that he has obtained the elevation drawings and there is no notation on the apartments with awnings when they were initially built .

It was noted that the management committee has a list of apartments as noted below which have installed balcony awning. Strata Data will verify whether these apartments have a formal approval in the corporation's records and advise the management committee for further instructions.

List of Apartments :

Apartment 207 Fifth Street (facing Piazza)

Apartment 310 Sixth Street (facing Piazza)

Apartment 302 (facing Sixth Street)

Apartment 201 (facing Sixth Street)

Apartment 202 (facing Sixth Street)

Apartment 101 (facing Sixth Street)

Apartment 104 (facing Sixth Street)

Apartment 305 (facing Sixth Street)

Update on Fob Readers Installation and Fobs Installation / Access Control for main doors (Fob system)

Strata Data updated the meeting about this process about the collection of Fobs by the owners from the offices and August 21st as the date of activation of Fob access control

Strata data is to issue one Fob permanently (from the 10 additional Fobs held at Strata Data offices) to Mr John Caddy as he attends to regular maintenances and inspections in the corporation

By-Laws Amendment Update

Mr Tony Perrin updated the background that the management committee (upon approval from the last AGM) is reviewing the bylaws with an intention to proposed changes with regards to short term lease restriction and also the Corporation's ability to levy a fine or penalty in case of breach of bylaws by occupants.

Mr Tony Perrin kindly agreed to provide a brief for proposed changes in the bylaws. This will be circulated internally amongst the management committee and once the management committee approves the brief will be sent to Strata Data. Strata Data will provide a cost estimate of updating the bylaws and preparing a proposed draft. The cost estimate will be sent to the management committee for further instructions.

Unsightly items stored on balconies - Reminders

The management committee will provide the list of apartment numbers who are frequently in breach of the bylaws for storing unsightly items on their balconies and frequently airing laundry etc. Strata Data will arrange to send reminder notices to those apartment owners for breach of the bylaws.

Cleaning of Breezeways Windows

Strata Data is to follow-up with Sky-high Access for this quotation and send to the Management Committee

Letter for individual owners – for their apartment maintenance

Strata Data is to re-send this draft of the letter which was sent to the owners last year for the management committee via email to update.

Items from this meeting

Locker Assignment in the basement

The management committee has completed an audit of the number of lockers and apartments and it was noted that not all apartments have been allocated with a locker as it may not have been in their sales contract. The Management committee agreed that this matter will have to be dealt on a case to case basis as this is not under the corporation's purview however, they will try and offer assistance wherever requested.

Roller Door Repairs

Mr John Caddy Advised that there have been some changes to the operations of the roller door during the last repairs and that it could be a safety concern during fire egress. Strata Data is to contact JMH Roller doors to have this reinstated under warranty.

Glass Panels in Fifth Street either side of the letterboxes

It was noted that these works have been completed. The management committee also discussed that there is a concern about water ponding on either side of the entry doors of the buildings and it was noted that those sections are open areas as per the plan and the tiles used are outdoor style tiles.

Strata Data is to contact Building Inspectors Adelaide for consulting on this matter and provide the best possible solution as there is some feedback amongst the residents that it could be a slip hazard during rains.

Update on Exit Lights repairs & replacement under warranty

Strata Data Updated on this matter and advised the meeting that there are several lights on the exit staircase which are being replaced under warranty and after this replacement FESSA will be engaged to inspect and provide a quotation for the lights which are not working and a comparative quotation would be obtained.

Emergency Light near the bin room in the basement

Strata Data is to arrange an electrician to have this rectified permanently and the contractor is to ensure that they contact Mr John Caddy so that he's in attendance when they are attending to rectify and repair this emergency light near the bin room in the basement

Other Relevant Business

High usage Letter for recycled water

Strata data is to send this letter to the residents as well as it was sent only to the owners.

Financials

Strata Data is to send the YTD financials (summary and expanded) from 1st Oct 2023 till 31st July 2024 to the Management Committee via email to review.

Next Management Committee Meeting

Thursday 24th Oct 5 pm via Zoom

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 6:30 pm

Minutes of the Committee Meeting

Corporation *Community Corporation 28285 Inc.*
Address *46 Sixth Street, Bowden*
Meeting Date *24th Oct 2024 commencing at 4:00 pm*
 Via Video / Teleconference

Present in Person

Lot 32 Ms Anne Jennifer Clarke
Lot: 37 Mr Tony Perrin

Invitees

Lot: 30 Kym Andrew Medlen & Mirella Ameduri
Lot: 24 Katrina Giles

Apologies

Nil

Present by Proxy

Lot: 43 Mr John Caddy by proxy to Mr Tony Perrin

In attendance

Mark Amar representing Strata Data

Quorum

The Chairperson declared that a quorum was in attendance and the meeting opened at 4:00 pm

Chairperson

It was resolved "that Mark Amar of Strata Data assist the Presiding Officer by chairing the meeting".
Carried Unanimously.

Minutes of the previous meeting

It was resolved "that the minutes of the previous Management Committee Meeting, held on 1st August 2024 be accepted as a true and correct record of that meeting." *Carried Unanimously*

Review & actions from last Committee Meeting minutes

The Management Committee reviewed the minutes of the previous Management Committee Meeting held on 1st August 2024 and the matters detailed below were discussed.

Update on Leak into apartment 305 Sixth Street

Mr Tony Perrin provided an update on this matter and advised that he has contacted the contractor an installer of the windows for this building (GJ James) and the contractor has advised that the location of the leak from the window suspected needs to be confirmed with pressure hose testing before further works on the window can be undertaken as it involves removal of the window and then installation again. Mr Tony Perrin will contact a couple of contractors who specialize in this kind of testing and provide an update to the management committee when the testing is undertaken. It was noted that the resultant damage inside the apartment will be repaired by the insurer after the source of the leak has been found and repaired.

It was noted that the works of sealing of the sump located above apartment 303 on 6th St has been completed by Ken Hall plumbers.

Emergency exit buttons on the exit

Mr Tony Perrin updated the meeting on this matter and advised that he has received a response from the certifier that there is no issue in removing these emergency exit buttons subject to the emergency exit plans be updated. Mr Tony Perrin will investigate further on this matter of updating the emergency exit plans and update the management committee and Strata Data. *Mr Tony Perrin is requested to forward the confirmation from the certifier to Strata Data for records.*

Awnings / Balcony Awnings Installed

This matter was discussed at the last committee meeting, and it was noted that some of the apartments which have installed these awnings do not have a formal approval on records from the corporation. The management committee has verified the list of apartments and will advise generally if any of those installations are visibly not as per the specifications approved by the Corporation. At this stage, the management committee accepts the current situation/installations on their own merit. That this list is being placed on the Corporation's records until further review. Any future requests will need the approvals of the management committee as per the resolutions.

The list is as below:

List of Apartments :

Apartment 310 Sixth Street (facing Piazza)
Apartment 302 (facing Sixth Street)
Apartment 201 (facing Sixth Street)
Apartment 202 (facing Sixth Street)
Apartment 101 (facing Sixth Street)
Apartment 104 (facing Sixth Street)

By-Laws Amendment Update

This matter was discussed in detail and

It was resolved "That Strata Data is to arrange for a quotation from the lawyers to draft the amendments required in the By-laws as per the scope below :

Summary of Proposed changes to By-Laws (attached notes)

1. Restriction on short stay accommodation (e.g. AirBnB)
2. Ability for Committee to issue fines under the Act
3. Clarity around smoke detectors – costs to be on-charged to the owners if the smoke detectors cause the call out of Fire Brigade
4. Codifying the resolution about external awnings (noting that there are currently issues around combustibility)
5. Explicit restriction about mounting or hanging items on balcony ceiling or balustrades
6. Possible refinement of wording about what is allowed to be stored on balconies (something that is clear and reasonable enough to be enforceable)
7. Addition of responsibility of the Pets causing nuisance – responsibility lies with the Pet Owner. That the quotation is to be sent to the management committee for further instructions. That Strata Data is also to advise on this matter to the management committee *"Carried Unanimously*

Unightly items stored on balconies - Reminders

The management committee is to advise whether the apartments to which the reminders were sent have adhered to the request or not. It was noted that the management committee may initiate a fine/penalty according to the provisions of the community titles act.

Letter for individual owners – for their apartment maintenance

Strata Data is to re-send this draft of the letter which was sent to the owners last year for the management committee via email to update.

Water ponding near Glass Panels in Fifth Street either side of the letterboxes

Strata Data is to contact Building Inspectors Adelaide for consulting on this matter and provide the best possible solution as there is some feedback amongst the residents that it could be a slip hazard during rains.

Basement sensor emergency Light near the bin room in the basement

Ms Anne Jennifer Clarke kindly offered to check this after the repairs have been completed and advise Strata Data if any further repairs or attendance for repositioning of the sensors is required.

Items on this meeting's agenda

Cats roaming from the apartments across balconies

The members present discussed this matter and Strata Data shared the various reminders that have been sent to the owner of apartment 307 / 46 sixth street on this matter advising him of the nuisance caused by their cat roaming across balconies of other apartments and also in the common areas. The management committee advised that a fine/penalty may be issued to the apartment owner for this ongoing nuisance and breach of bylaws.

Post meeting note: The owner of apartment 307 on 46 sixth St has advised Strata Data that they will be moving out in the next couple of months, and they are not in their apartment for the next few weeks so the nuisance from their cat will no longer be an issue for the corporation.

Other Relevant Business

Rubbish behind the lockers (both sides) in the basement

It was noted that there is a lot of rubbish disposed by the residents behind the lockers (both sides/streets) and some of it looks like personal belongings have been either disposed off or stored inappropriately. Strata Data will contact Mr John Caddy to look into this matter at his next attendance to follow up on the process of placing notes on personal items or they will be removed. Mr John Caddy will advise Strata Data Ben the cleaners can be engaged to undertaker once off cleaning of those areas.

Budgets sent with the agenda of the AGM

The management committee reviewed the proposed budgets and agreed that if any changes are required it can be ratified at the upcoming AGM.

Next Management Committee Meeting

To be advised after the AGM

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 6:00 pm.

SC28285 - Management Committee Meeting

18 Jan 2025, 11.00am Plant 3 upstairs

Minutes

Present: John Caddy, Anne Clarke, Katrina Giles, Kym Medlen and Tony Perrin.

Meeting commenced: 11.00am

1. Window leak apartment 305, Sixth Street

From the investigations undertaken Plumbify it appears that the leak is a result of a leaking window frame and poorhas-been-caused-by faulty installation of the window. As the Defects Liability Period for the building has expired, it is not covered the builder, Catcorp and it is not covered by the corporation's building insurance.

Proposal –

- That Strata Data to get 3 quotes from builders to remove and reinstall or replace the window and pay for it from the sinking funds. This work to be done as soon as possible.
- The Corporation's Insurer to then, repair the damaged walls, skirtings etc as quoted.
- Anne will cover the cost of replacement carpet, as she was going to have it replaced anyway.
- Anne will be away from 26 Mar to 6 May, no work to happen during this time.

2. Building Cladding – Issue excluding insurers quoting.

It was noted at the AGM that several insurance companies declined to quote for building insurance for various reasons, being Flammable Cladding (Ultrabond FR, approx. 87m2) used to clad the Foyer canopies in Fifth and Sixth Streets, currently Open Claim and recent Claims History.

Proposal –

- To enable the Corporation to seek competitive Insurance proposals, it is proposed that we investigate the type of Cladding used on the building to confirm that it is in fact flammable. Strata Data to request information from Catcorp
- Alternatively, if no records are available, engage a Building Certifier to confirm the cladding is flammable.
- Strata Data to seek quotations for the removal and replacement (with a non-flammable alternative) of all Flammable Cladding.
- Kym proposed that the Committee review the insurance excess amount (ie consider increasing) at the next renewal, to reduce the number of smaller claims and reduce annual premiums.

Additionally

Concern has been expressed previously about the potential for slips on the wet tiling in the front foyers during winter. In order to address this situation and reduce the potential for an injury claim, it was discussed that an anti-slip coating be investigated and applied to the tiles (albeit that they are rated anti-slip).

Proposal –

- Kym to advise the name of a clear product that he has used previously.

3. Bike storage – revisit?

A resident survey was conducted in late 2023, the results of the survey indicated there was 9 residents not in favour of the proposed storage and 6 in favour with comments that “security would need to be increased before it is contemplated” and “I think this will promote more theft and bikes should be kept in apartments”. The committee decided not to proceed at that juncture.

Katrina has been made aware by 6 residents who would like bike storage.

Proposal –

- That Strata Data resurvey residents and owners to establish if the need has changed.
- The survey to advise
 - that the cost to the Corporation to build is between \$6-7,000. (Quote needs updating.)
 - there is only room for 8 bikes.
 - occupiers would need to provide their own locking/security arrangements.
 - there will be an annual fee levied of \$50.00 to assist with cost recovery and to ensure rotation so that bikes are not just left there.

4. Service Cupboard access by contractors

There have been incidents where a resident required access to the Power Distribution Cabinet (PDC) for an electrician who did not have a SAPN key with him. Katrina asked if there could be a key placed in an accessible place so that residents could access the PDC. All apartments have a sub board with circuit breakers in them that are accessible by residents. It was agreed that for the Main Circuit Breaker in the PDC to trip would mean that the circuit to the apartment was overloaded or there was short circuit. In both cases a licenced electrician should be called to investigate the cause.

Proposal –

- That the Committee develop a “Welcome Pack/Information Manual” with “House Rules” and contact details etc reminding residents that “when engaging an electrician, ensure that they have a SA Power Networks key to access the PDC”

and other relevant information. Some work has been done previously on this to include frequency of replacing flexible toilet cistern hoses, carbon filters in range hoods, cleaning balcony drains, fire evacuation plans and fire alarm testing.

- Katrina has suggested the Committee produce a monthly newsletter which could remind residents when engaging their electrician "to bring a SAPN key". It was also suggested that it could be put up on the Strata Data portal.

Additionally

Meter readers and electricians not familiar with the building are accessing the Service Cupboards housing the NBN and CCTV recorder equipment triggering the security alarm that then needs to be physically reset. These cupboards are alarmed, but not locked and do not contain any equipment that residents or their technicians need to access.

Proposal -

- a. The 'Services Cupboards' housing the NBN and CCTV equipment be locked and signs placed on the doors advising that "This cupboard is locked and alarmed, to access, please contact Strata Data",
 - b. The 'Electrical Services' cupboards housing the PDC, electricity meters and Main Circuit breakers for each apartment remain open access to electricians and meter readers who have a SAPN key.
 - c. This will reduce the number of calls to the Security Monitoring company and calls to listed individuals to reset the alarms.
5. Private belongings stored on Common Areas – in breach of Bylaws. Often Hard Waste, explain process. These items are potential Theft, Fire and Tripping hazards.

The current process for dealing with private belongings stored in Common Areas is.

- The Presiding Officer leaves a notice on the item, giving the owner one month to remove the item. The notice advises the owner to store the item in their apartment for safe keeping, alternatively arrange for a Hard Waste collection with the Charles Sturt Council.
- On expiry of the month or shortly after, the Presiding Officer removes the item and makes an assessment as to its value. If of minor value or damaged/broken it is sent to either Landfill or Recycling. If of reasonable value it is stored for a further month in case the owner has been away, then sent to either Landfill or Recycling. Return of the item to the owner relies on the owner contacting Strata Data advising of the item going missing, in which case it can be retrieved from storage and returned to the owner.

6. Piazza furniture.

At the AGM a budget of up to \$3,000 was approved to purchase one outdoor table setting to be placed in the Piazza as a trial to gauge its usage. Subsequent

correspondence has been circulating with approval of the members, for Katrina to purchase a lightweight grey aluminium table and 8 mesh covered chairs. Her estimated cost to purchase is in the order of \$1,500-\$1,600. Two additional chairs for the Western end were not approved as it is to be a trial.

Action – Katrina to proceed with the purchase and claim reimbursement from the Corporation through Mark Amar.

Members to casually monitor the use of the table and chairs once installed.

The existing plastic seats and low 'timber top' table to be stored in the basement for the time being. To be arranged with John C once the new furniture is delivered and installed.

7. Piazza irrigation repairs.

Discussion was held regarding the quotation from Maintenance Matters to repair leaks to the irrigation system in the Piazza. Katrina was under the impression that repairs were part of the monthly maintenance of the garden and irrigation system by Maintenance Matters for which the Corporation pays a monthly fee. Subsequent clarification by Maintenance Matters suggests that their fees only cover seasonal adjustment and checking that the system is working, not repairs for damage by other persons or tree roots. This repair work has subsequently been completed by Maintenance Matters, as previously quoted.

During this investigation, it was also discovered that the irrigation controller is not functioning correctly and watering when it is not programmed to do so. Katrina has offered to replace the Irrigation controller.

Proposal –

The Committee are to develop a Scope of Works for the maintenance of the trees and plants in the Piazza area. The scope to include minor maintenance of the irrigation system and to identify what work is to be done by the proposed Garden Committee and that to be done by contractors.

8. Locker Allocation and usage – survey owners?

The resident of 307 Fifth Street has asked if there is a locker available for him to use. He is not aware of any locker being assigned to his apartment. Subsequent enquiry by Committee members has revealed that lockers were offered at the time of the initial sale of apartment by the selling agents but it is not clear which apartments were assigned a locker. There is no listing of ownership of lockers on Sales Contracts or apartment Titles.

There are 80 lockers and 85 apartments, it appears that every apartment was not assigned a locker from the beginning. The numbering of the lockers also appears inconsistent with the numbering of apartments or indeed their location. On inspection there are several lockers that are currently not being used, they are open and empty. There is also several lockers that appear to have the same keying.

Proposal –

- It is proposed to survey the **owners** of each apartment to ask.
 - If they are aware that they have a locker
 - If they use it
 - Do they wish to keep it
 - What is its number
- It is also proposed to advise owners that some lockers are keyed with the same key combination and for security reasons it is proposed the Corporation rekey those that are duplicated.

The survey would give owners 60 days to respond with a follow up reminder at 30 days.

9. ByLaw amendments

Some general discussion was held in relation to the proposed amendments, Further discussion is proposed for the next meeting when all members have had time to look through them. Tony Perrin had to leave before all items were discussed.

- a. Restriction on short stay accommodation (e.g. Airbnb)
 - There has been one objection to this proposal and is noted in the minutes of the AGM of November 2024.
- b. Ability for Committee to issue fines under the Act
 - There does not seem to be provision made in the draft revision of the ByLaws.
- c. Clarity around smoke detectors – costs to be on-charged to the owners if the smoke detectors cause the call out of Fire Brigade
 - Provision has been made in the draft ByLaws.
 - Note some property managers are offering, for a fee, to replace batteries in Smoke Alarms and light globes in apartments. This is not considered necessary as the smoke alarms are hard wired and checked by the Fire Services contractor every two years. Also LED Downlight assemblies are not considered to be globes and will not be replaced.
- d. Codifying the resolution about external awnings (noting that there are currently issues around combustibility)
 - A recent application for a balcony awning proposes to use a “Phantom” brand product that claims to be flame retardant. Before approving, it is suggested that the applicant provide a Test Certificate to and verification from a Building Certifier that the product meets the Building Code requirements here in SA.
- e. Explicit restriction about mounting or hanging items on balcony ceiling or balustrades
 - Provision has been made in the draft ByLaws
- f. Possible refinement of wording about what is allowed to be stored on balconies (something that is clear and reasonable enough to be enforceable)
 - Provision has been made in the draft ByLaws

- g. Addition of responsibility of the Pets causing nuisance – responsibility lies with the Pet Owner.
 - Provision has been made in the draft ByLaws
- h. Screen door installation G03 Sixth Street facing Sixth Street and 308 Sixth Street facing piazza
 - whilst it understood that under the current ByLaws, the modification of the external appearance of the apartments is prohibited. It is proposed that they be changed to allow the installation of sliding screen doors facing the street and piazza, not internal doors to corridors, as long as the screen doors are a colour toning consistent with or similar to “Greystone”.

It was suggested that the drinking of alcohol in the piazza (not other common areas) be allowed so as to create a more usable community space. Currently management committee approval is required. Mark Amar to advise how other apartment complexes manage alcohol consumption in Common Areas.

Also, should we consider adding 'restricting the use of CCTV in apartments where cameras face into Common Areas'?

Information on some of these ByLaws to be put in the Welcome Pack/ Information Manual.

- 10. Garden Committee – documentation required for transparency of the Corporation, ongoing recruitment, budget and proposed maintenance schedule

Considerable discussion was held in relation to the formation of a Gardening Committee and how it would operate. Katrina has put forward a proposal, and whilst the Committee suggested it has merit and that committee members were generally supportive of the proposal. It was considered that it needs more work in the areas of risk assessment and minimisation.

Insurance was also of concern, whilst advice has been sought regarding cover for volunteers, it is limited. Confirmation is required as to if the Corporation's Public Liability would cover third party claims resulting from any action or lack of by the Garden Committee. The Corporation is currently limited in its ability to seek competitive rates for insurance (refer point 2 above) and it is considered that we should do all that we can to minimise the risk of further claims. We do not want to have a situation where we are unable to get insurance due to a high claims history.

For these reasons the Committee have suggested that the Gardening Committee provide

- Clearer definition of the tasks that the Gardening Committee will undertake and those that a contractor will perform.
- A “Risk Assessment” for the tasks that the Gardening Committee will undertake. Kym and John have offered to assist with the preparation of this document.
- Identify if the garden will be managed organically or by using pesticides and herbicides. If the latter, how residents will be advised of the usage of chemicals

and quarantine periods for produce. Storage and management of the use of chemicals.

- If and how produce from the garden is to be made available to residents.
- ~~No use of Further information on the type and use of battery~~ power tools ~~battery operated or otherwise.~~
- ~~No Further information on restricted~~ use of ladders or working at height.

It was also noted that the request for Maintenance Matters' garden maintenance contract be ceased immediately, it was not supported until the Management Committee has approved the operation of the Garden Committee. Maintenance Matters may still be required to provide some services if and when the Garden Committee is established.

11. Email communication – think about the matter and what needs to be said, try to cover all issues whilst being succinct in all emails and responses. Strata Data is charging the Corporation an administration fee for the time that Mark spends going through emails that he is copied into. For small matters that you wish to discuss email or phone committee members before committing to an email including Mark. Alternatively, we could hold monthly meetings so that we only present the outcome of those discussions to Mark.

Proposal –

That in the short term the Management Committee meet monthly at Bowden to discuss matters of concern before concerning Mark Amar with our internal discussions.

Our next meeting is proposed for the 13th February at 7.00pm at Apt 207 Sixth Street.

12. Backyard Cash

Anne is following up on the recovery of two outstanding Backyard Cash contributions.

Results from the survey of residents in November 2023 indicated that the proceeds from Backyard Cash be used to purchase new plants/herbs for the piazza garden.

Proposal –

As these costs may be potentially covered when the Garden Committee is established, it is proposed to resurvey residents to ask what they would prefer to do with the proceeds.

Meeting closed: approx. 2.30pm

John Caddy
Presiding Officer

SC28285 - Management Committee Meeting

13 Feb 2025, 7.00pm Katrina's apartment 207

Minutes

In attendance - John Caddy, Anne Clarke, Kym Medlen, Katrina Giles

Apologies – Tony Perrin

1. Window leak apartment 305, Sixth Street
 - Mark A to seek 3 quotes to replace window. Successful contractor requested to engage Plumbify to retest on completion of work to retest for leaks, cost quoted \$350.00.
2. Building Cladding, issue excluding insurers quoting.
 - Mark A to action proposal, awaiting Mark's response.
3. Anti-slip coating to both foyer tiles.
 - a. Kym Medlin advised that National Tiles at the Mile End Homemaker Centre were the company that best demonstrated their product.
 - b. Kym M to get two names of tilers to measure and quote application of non-slip coating to the tiled areas in the foyers, steps and in front of the lifts on the mezzanine floors of both buildings.
4. Surveys
 - a. Bike storage – resurvey residents.

It was agreed that residents only be surveyed regarding bike storage in line with the minutes of the committee meeting of 18/1/2025.
 - b. Backyard cash – it is proposed that the survey to residents (re bike storage) include questions in relation to the expenditure of Backyard Cash. Options proposed include:
 - i. Pot plants for the foyers of both buildings.
 - ii. Social get together
 - iii. Donation to a charity.
5. Service Cupboard access by contractors. - Mark A to action proposal
 - a. NBN and CCTV – It was agreed that these cupboards be padlocked and signs installed on the doors. ("alarmed, to access contact Strata Data"). Strata Data to be provided with a copy of the key and a key to be placed in each lock box located on the Electricity Service cupboards.
 - b. SAPN open access (to meter readers who have a SAPN key), mark cupboards accordingly. Reminder re SAPN key required on Portal. This will reduce the number of calls to the Security Monitoring company and calls to listed individuals to reset the alarms.
6. Piazza furniture. – Resident Committee members to monitor usage. Rather than old furniture to be stored in the basement as previously agreed, it was decided to leave it in place pending monitoring of its use.
7. Piazza irrigation repairs. - Katrina has replaced the Irrigation Controller, given the recent hot weather Katrina was requested to monitor the amount of water the plants were getting and increase the time and frequency as necessary.

8. Welcome Pack/Information Manual with House Rules – Ongoing, Committee to develop and circulate to each other for comment and collation. It was suggested that a document be prepared in MS Word with 'Track Changes' activated. Tony P has collected some information already regarding Owner/resident maintenance.
9. Locker Allocation and usage – survey owners only. – J Caddy to prepare wording for the survey.
 - a. Wording to be in line with the minutes of the committee meeting of 18/1/2025
 - b. Committee to check the key numbers on lockers for duplicates and then Strata Data advise owners of duplication and suggest rekeying at the Corporation's expense.
10. Bylaw amendments – committee members to review the draft Bylaws.
 - a. The draft amendments as prepared by Tony P appear to satisfy most of our requirements.
 - b. John C to distribute an MS Word copy of the existing Bylaws to committee members. It was suggested to 'Track Changes' made by members.
 - c. John C suggested that under Bylaw 23 provision be made to prohibit owners and residents from installing CCTV cameras that look out into the common hallways, piazza and other lots.
 - d. Veranda Awnings – Apt G03 Sixth Street the building code is currently under review; the committee is not prepared to approve new awnings until the new code is finalized.
 - e. Screen door installation G03 Sixth Street facing Sixth Street and 308 Sixth Street facing piazza. The committee approved the installation of screen doors as per the information supplied by 'Phantom' "provided they are mounted internally and that the colour is Greystone or similar".
 - i. Mark A to contact G03 Sixth Street and 308 Sixth Street advising of approval base on the above.
 - f. Consumption of alcohol in the piazza.
 - i. It was suggested that no alcohol could be consumed in Common Areas except for the piazza between the hours of 9.00am and 9.00pm.
 - ii. Mark A to advise how other apartment buildings deal with drinking alcohol on the premises.
11. Garden Committee
 - a. The majority of the committee were happy with the revised documentation of "Roles and Responsibilities" supplied by Katrina G. it outlined work to be done by the Garden Committee and that by a Contractor.
 - b. It was agreed, except for Anne C, that 'A' frame ladders could be used to 'train' the vines over the piazza structures as long as two people were in attendance one to work at height the other to hold and steady the ladder.
 - c. It was agreed by all that the Garden Committee be trialled until the next AGM, currently scheduled for November 2025.

- d. Mark A to advise Maintenance Matters that some of their services will not be required after the end of March.

12. Other Business

- a. Katrina G has requested Mark Amar to check with Austronics as to whether the signage for the building CCTV covering the common areas of the building is compliant with any Standard. In particular the signage at the front entries to the buildings.
- b. Katrina G suggested that our current insurance policy covers "replacement of floor coverings in apartments and common areas". The Committee suggested that this be clarified with the insurers by Mark A, with potentially removing any reference to apartments at the next AGM.
- c. It was suggested that regular servicing of Air Conditioning units be included in the Welcome Pack/Information Manual.

Meeting concluded at 9.18pm.

John Caddy

Presiding Officer.

Minutes of the Committee Meeting

Corporation *Community Corporation 28285 Inc.*
Address *46 Sixth Street, Bowden*
Meeting Date *6th March 2025 commencing at 4:00 pm*
 Via Video / Teleconference

Present in Person

Lot 32 Ms Anne Jennifer Clarke
Lot 37 Mr Tony Perrin
Lot 30 Kym Andrew Medlen
Lot 24 Katrina Giles
Lot 43 Mr John Caddy

Apologies

Nil

Present by Proxy

Nil

In attendance

Mark Amar representing Strata Data

Quorum

The Chairperson declared that a quorum was in attendance and the meeting opened at 4:00 pm.

Chairperson

It was resolved "that Mark Amar of Strata Data assist the Presiding Officer by chairing the meeting".
Carried Unanimously.

Minutes of the previous meeting

It was resolved "that the minutes of the previous Management Committee Meeting, held on 24th Oct 2024 and 18th of Jan 2025 be accepted as a true and correct record of that meeting." *Carried Unanimously*

Review & actions from last Committee Meeting minutes

The Management Committee reviewed the minutes of the previous Management Committee Meetings 24th Oct 2024 and 18th of Jan 2025, and the matters detailed below were discussed.

Update on Leak into apartment 305 Sixth Street

It was noted that Strata Data has arranged for 2 quotation requests for the works required for replacement of window of apartment 305 from the contractors "HPG" and "Maintenance Matters". Strata Data is to follow up with Maintenance Matters as they have not yet contacted Ms Anne Jennifer Clarke for scheduling. The management committee was also requested to suggest other contractor/s for these works as Strata Data has exhausted its panel of builders and this may need more specialized builders for window works.

The Management committee also agreed engage Plumbify directly after the works are completed to check for leaks and confirm that the leak has been arrested.

Emergency exit buttons on the exit

Mr Tony Perrin will check for records about receiving the certifier's confirmation.

Post Meeting Note – Strata Data doesn't have such records on file for now.

Awnings / Balcony installation request by some owners

The management committee discussed this matter, and reference was made to the decision made by the management committee at the last committee meeting held on 13th of Feb 2025 (the minutes were still to be circulated). That the management committee has resolved that all future approvals should be accompanied by a test certificate to be arranged by the respective owner for non-combustibility of the blind that they want to install as per Australian standard 1530 complaint under the building code.

Balcony Screen Doors approvals

After discussions it was resolved "That Strata Data is to initiate an extraordinary general meeting with this blanket resolution so that all apartments are able to install Balcony screen doors in future. That Strata Data is to send the draft resolution to the management committee for approvals. *"Carried Unanimously"*

By-Laws Amendment Update

The management committee discussed this matter in progress, and it was noted that there may be more changes as suggested by the other management committee members. Mr Tony Perrin kindly offered to co-ordinate further changes of the By-Laws with the management committee and the lawyers. It was noted that after the management committee finalises the changes in the bylaws, the By-Laws will be presented to the corporation for approvals in an extraordinary general meeting.

Management Committee to make rules under the provisions of the By-laws

Katrina Giles kindly offered to initiate a set of rules for furniture usage and alcohol consumption in the Piazza area. These rules will be reviewed by the management committee.

Water ponding near Glass Panels in Fifth Street either side of the letterboxes/ Anti-slip coating for the front foyer tiles

Strata Data is to continue trying to contact Building Inspectors Adelaide for consulting on this matter and provide the best possible solution as there is some feedback amongst the residents that it could be a slip hazard during rains. (Management Committee members to provide photos when it rains and when there is ponding).

The management committee also discussed the possibility of applying anti-slip product in that area and Kym Andrew Medlen kindly offered to initiate proposals from contractors who can apply the product and will seek suggestions from Mr Tony Perrin and Strata Data will assist to get contractors to apply that product. Kym Andrew Medlen will arrange to send the product information.

Rubbish behind the lockers (both sides) in the basement

Mr John Caddy advised that he has cleared off the area behind the lockers (rubbish items disposed by the residents). It was resolved "that Strata Data is to initiate once off cleaning off the area behind the lockers and to clear the leaves accumulated around the meshes. That CBR cleaning will ensure that the leaves are not blown on to the public walking on the streets and no such inconvenience is caused by the Corporation when this cleaning is in progress. *"Carried Unanimously"*

Building Cladding

The management committee discussed this matter, and reference was made to the previous discussions that the corporation's building cladding will require replacement as it may assist in obtaining more insurers to offer terms for insurance policy as historically quite a few insurers have declined to provide terms for insuring the building due to the presence of cladding which may be combustible according to the building code. It was noted that Strata Data has initiated contact with two different consultants for cladding and will keep following up. Strata Data also requested the management committee to suggest specialized contractors if they know any for these works.

Residents survey for bike storage & usage of backyard cash collection from recyclables

Ms Anne Jennifer Clarke kindly offered to survey the residents and collate the responses and present them to the management committee for further discussions/actions on these matters. It was noted that this will be undertaken sometime in May/June 2025.

Service Cupboard access by contractors

It was noted that the service cupboards (NBN + CCTV cupboard) trigger the alarm to Security Monitoring whenever someone intentionally or unintentionally tries to open these service cupboards. The management committee advised that only authorised contractors from NBN or Austronics should be accessing these service cupboards.

It was resolved "that Strata Data is to arrange for the contractor maintenance matters to attend to provide a quotation for locking these cupboards and also install signages that the cupboards are locked and should be accessed only by authorised personnel and the authorised personnel can contact Strata Data for access to those cupboards. That the contractor is to contact Mr John Caddy prior to attending to schedule and for access. That the quotation is to be sent to the management committee for further instructions *"Carried Unanimously"*

Purchase of Piazza Furniture

It was noted that these works have been completed.

Locker Allocation and Usage

The management committee advised that Mr John Caddy shall arrange to create a survey form to be sent to all owners via Strata Data and Katrina Giles kindly offered to collate the data to be shared with the management committee.

Garden Committee undertaking works for grounds maintenance at the Corporation

The management committee advised that a decision has been taken by majority of the members of the management committee at the last management committee meeting held on 13th Feb 2025 that the garden committee can proceed with the common ground's maintenance works of the Corporation as per the guidelines supplied by the garden subcommittee. There were detailed discussions held again on this matter at this meeting and this item was tabled again for voting.

It was resolved" That the garden subcommittee co-ordinated by Katrina Giles proceed with undertaking the grounds maintenance works as per the documentation supplied by the Garden Committee and that the management committee resolves to discontinue the services of the ground's contractor "Maintenance Matters" after the end of March 2025. That these works undertaken by the garden committee are to be trialled until the next AGM scheduled till Nov 2025. That this item called "Grounds Maintenance works undertaken by grounds subcommittee" be placed on the agenda of AGM 2025" *Motion Carried (4 votes in favour and 1 vote against)*

It was noted that Ms Anne Jennifer Clarke has voted against this resolution because of possible risks associated to the Corporation with this decision. That the documents "Grounds Committee Guidelines March 2025 and "Phone discussion with Legal Services SA Jan 20th 2025, are attached with these minutes for reference.

Vandalized Gas meter door on the fifth street

Mr John Caddy advised that he has repaired the gas metre door and kindly agreed to send some photos and Strata Data is to inform the gas retailer to ensure that the gas meter readers are careful of this gas meter door at their attendances and that the door is to be locked properly after their attendance.

Katrina Giles left the meeting at 7:45 pm

Garage Roller door squeaking

Strata Data is to arrange for the contractor JMH Garage and roller door to attend and repair the squeaking garage roller door.

Financials

The management committee was requested to review the financials.

Next Management Committee Meeting

The management committee advised that they shall continue the practice of arranging committee meetings themselves and that the dates scheduled for committee meetings with Strata Data are to be continued to be scheduled. The next committee meeting with strata data is scheduled on 16th July 2025 at 5:00 pm via Zoom.

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 7:53 pm

Minutes of the Extraordinary General Meeting

Corporation *Community Corporation 28285 Inc.*
Address *46 Sixth Street, Bowden*
Meeting Date 6th of May, 2025 commencing at 3:00 PM
Location Postal Vote Only, South Australia.

Present in Person

Lot: 7 Gotta Wear Shades Properties Pty Ltd
Lot: 11 Susan Ninham
Lot: 24 Katrina Marie Giles
Lot: 27 Nicholas Kenneth Kempt
Lot: 30 Kym Andrew Medlen, Mirella Ameduri
Lot: 32 Anne Jennifer Clarke
Lot: 34 Robert William Nash
Lot: 35 Peter Wayne Harriss, Maria Hariss
Lot: 42 Mr David Musolino
Lot: 43 JOSO JMC Pty Ltd
Lot: 44 Luisa Bronwyn Fetherstonhaugh, Tyson Rhys Fetherstonhaugh
Lot: 50 Hannah Jane Keane
Lot: 73 Clark Property (SA) Pty Ltd
Lot: 83 C J & K M Foord

Apologies

Nil

Present by Proxy

Nil

In attendance

Dilip Gidwani representing Strata Data

Quorum

The Body Corporate Manager declared that a quorum was not in attendance and the meeting was adjourned at 3:00 pm. General discussion took place until 3:45 pm.

Minutes of the Adjourned Extraordinary General Meeting

Corporation *Community Corporation 28285 Inc.*
Address *46 Sixth Street, Bowden*
Meeting Date *14th of May, 2025 commencing at 11:00 AM*
Location *Postal Vote Only, South Australia.*

Present in Person

Lot: 7 Gotta Wear Shades Properties Pty Ltd
Lot: 11 Susan Ninham
Lot: 24 Katrina Marie Giles
Lot: 27 Nicholas Kenneth Kempt
Lot: 30 Kym Andrew Medlen, Mirella Ameduri
Lot: 32 Anne Jennifer Clarke
Lot: 34 Robert William Nash
Lot: 35 Peter Wayne Harriss, Maria Hariss
Lot: 42 Mr David Musolino
Lot: 43 JOSO JMC Pty Ltd
Lot: 44 Luisa Bronwyn Fetherstonhaugh, Tyson Rhys Fetherstonhaugh
Lot: 50 Hannah Jane Keane
Lot: 68 Kym Grace English
Lot: 73 Clark Property (SA) Pty Ltd
Lot: 83 C J & K M Foord

Apologies

Nil

Present by Proxy

Nil

In attendance

Dilip Gidwani representing Strata Data

Quorum

The Body Corporate Manager advised that the Corporation had currently 10 un-financial lots with the payments due not having been paid. Section 84(14) of the Community Titles Act advised that a vote cannot be exercised in relation to a lot unless all amounts payable to the corporation in respect of that lot have been paid and section 83(4) determines that only financial lots are to be regarded in the establishment of a quorum.

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 11:00am

Chairperson

It was resolved "that Dilip Gidwani of Strata Data assist the Presiding Officer by chairing the meeting".
Carried Unanimously

Blanket Approval to Install Screen Doors

It was resolved "that approval be granted to Lot owners to install, at their Apartment/Lot respectively, screen doors subject to the following conditions being met and adhered to; that all costs for the installation & ongoing maintenance of the screen doors be borne by the respective Apartment/Lot owner, that when installed the screen doors will sit inside the door and that the screen door frame will

be the same colour as the current door frame and the screen colour will be similar/same colour grey as fly screens which are already installed on windows in the apartments. That when installed the screen doors are not allowed to deteriorate into a condition whereby, they will detriment the overall aesthetic of the property. That all installations be carried out by an appropriately licenced qualified and insured tradesperson. That a reference of the screen doors specification/contractor is attached."

Carried unanimously

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 11:30 am.

Minutes of the Committee Meeting

Corporation *Community Corporation 28285 Inc.*
Address *46 Sixth Street, Bowden*
Meeting Date **16th of July 2025 commencing at 5:00 PM**
Location **647 Portrush Rd, Glen Osmond, SA 5064**

Present in Person

Lot: 24 Katrina Marie Giles
Lot: 30 Kym Andrew Medlen
Lot: 32 Anne Jennifer Clarke
Lot: 37 Tony Perrin
Lot: 43 John Caddy - JOSO JMC Pty Ltd

Apologies

Nil

Present by Proxy

Nil

In attendance

Dilip Gidwani and Mark Amar representing Strata Data

Quorum

The Chairperson declared that a quorum was in attendance and the meeting opened at 5:00pm.

Chairperson

It was resolved "that Dilip Gidwani of Strata Data assist the Presiding Officer by chairing the meeting".
Carried Unanimously

Minutes of the Previous Meeting

It was resolved "that the minutes of the previous Committee Meeting be accepted as true and accurate record of the meeting held." *Carried Unanimously*

Actions Arising from the minutes

The action list was reviewed, and it was resolved "that the action items are up to date and the completed ones can be taken off the list." *Carried Unanimously*

Items discussed from the action list:

Leak in Apt 305 Sixth St & ongoing insurance claim for resultant damage repairs

It was resolved "that the contractors who are engaged to carry out the re-testing of the windows be instructed to carry out the roof inspection along with lifting the flashing and inspecting the Box Gutters for water ingress causing leak in the wall adjoining the window, which was noted during the heavy downpour. That Strata Data was instructed to engage the contractor Plumbify to proceed with these works and it was noted that the inspection costs would be more than the initial quotation of \$1,056.00. That Anne Jennifer Clarke will be the site contact for co-ordinating and discussing these works at site with Plumbify. That once the inspection is carried out, the report to be forwarded to the Management Committee for further instructions". *Carried Unanimously*

Service Cupboard Access

Strata Data was requested to follow up with Maintenance Matters for the job of installing locks on the service cupboard and installing signage. That once a response is received, an email to be sent to the Management Committee.

Post Meeting Note: Upon following this up with the Maintenance Matters team, the team advised that the signages have arrived and they are booked in to be installed on Thursday 24th July.

Maintenance Requirements

Water ponding issues in the building entrance (building inspector report attached with the agenda)

The members present advised that no action is required on the recommendations of the building inspector to install a glass canopy at this time.

Installing of anti-slip product in the foyer area (Quote enclosed)

Katrina Gilles tabled the quotation obtained from Can Maunders and after discussion it was resolved "That the management Committee unanimously agreed to proceed with these works of supply and install of the anti-slip coating on both sides of the building (including the top and bottom section) at an estimated cost of \$3.5K-\$5K. That Strata Data is to initiate Linksafe approvals for this contractor and Strata Data was instructed to seek clarification on the costs of the options provided, including the option of incorporating the bottom landing area into the scope of works, and to confirm how the works will be undertaken, ensuring each side of the building is addressed separately and allow for ingress and egress of traffic from either side on the day the works are undertaken (traffic management solutions to be provided by the contractor). Once clarification and the revised quotation has been obtained from Can Maunders, these are to be forwarded to the management committee for final instructions to proceed and Strata Data/Contractor will ensure communication is sent out to the residents for the works schedule. Strata Data may seek assistance from one of the committee members for on-site co-ordination" *Carried Unanimously*

Cladding replacement

The management committee engaged in detailed discussions regarding the need for cladding replacement. It was noted that this issue arose following the AGM, when the insurance brokers presented advice received from various insurers outlining their reasons for declining to submit quotes. As a result, the Corporation was only able to secure a single renewal offer. The management committee discussed the significant risk this poses to the Corporation in the future, particularly if no insurers are willing to provide renewal terms due to concerns over the construction materials used — specifically, the cladding.

It was resolved "that Tony Perrin and Katrina Marie Giles would provide clarification on the proposed material for the cladding replacement, along with recommending suitable contractors to provide quotations for the work. That Strata Data was instructed to send out quotation requests to these contractors, using the details provided. Tony Perrin kindly volunteered to act as the point of contact for contractors to discuss the scope of works on site. Once quotations are received, they are to be forwarded to the management committee for further instructions. *Carried Unanimously*

Next Steps – The management committee will review the recommendations and costings provided by the contractors. Once the committee has identified a preferred option, this recommendation will be advised to Strata Data. Strata Data will then contact the insurance brokers to seek advice on whether proceeding with the recommended works would improve the Corporation's ability to obtain additional insurance options in the future. The insurance brokers' advice will be provided back to the management committee for consideration.

This matter, titled "Cladding replacement and advice from insurance broker," is to be included on the agenda for the next management committee meeting.

Insurance claims History and proposed excess for next year

Strata Data is to obtain the Corporation's insurance claims history prior to the next management committee meeting. The claims history, along with the item "Insurance Claims History and Proposed Excess for Next Year," is to be included on the agenda for the next management committee meeting. At the next committee meeting, the committee members will provide options for excess amounts, based on which quotations from brokers can be obtained for consideration at the AGM.

Other Relevant Business

Process for raising matters to the Management Committee to be considered and approval process

The above matter was tabled for discussion, and the members present agreed in principle that all issues raised by owners/residents should be reported to Strata Data in the first instance. It was noted that Strata Data has an afterhours service "Answering Adelaide" with an emergency contact number 041164989 for "make safe" attendance by various contractors. During business hours, if the matter is deemed urgent, Strata Data will arrange to have it addressed by engaging a suitable contractor and keep the management committee informed. In such instances, Strata Data may seek assistance from members of the Management Committee for onsite co-ordination with the contractors and residents and Katrina Marie Giles kindly offered that she can be contacted for such onsite co-ordination, if required in future.

For non-urgent matters, if the owners/residents want to reach out to the management committee, they are encouraged to contact Strata Data via emails and Strata Data in turn will forward such communication to the committee for further actions and will also advise the management committee about possible actions/responses. If the non-urgent matter requires further discussion, it will be placed on the agenda for the next scheduled Committee Meeting.

Post Meeting Note – Strata Data will respond to all emails from the members of the Corporation and if the requests are from tenants, then Strata Data usually advises the tenants to reach out via their property managers/owners.

After further discussions it was resolved "that that John Caddy will develop a document for the corporation, along with an accompanying information pack, and share these documents with Committee Members for review. That once finalised, the completed guide/welcome pack will be distributed to all occupants along with posting them on the SD Community App as a reference." *Carried Unanimously*

Proposed rules of use – Piazza area

Katrina Marie Giles tabled a proposed set of rules for usage of the common piazza area for discussion and the management committee agreed to the proposed rules in principle and it was resolved "that the list of rules will be displayed on the SD Community app, (once amended by Katrina Marie Giles), including the recommended item that furniture should be left as it was found. That a copy of the rules document is to be put up on the management committee notice board for a period of 15 days along with it being included in the information pack currently being prepared by John Caddy." *Carried Unanimously*

Survey – Bike storage and back yard cash usage (Proposed Survey review)

Anne Clarke had tabled the survey form along with the agenda and the members present agreed with the proposed survey, and it was resolved "that Anne Clarke would finalise the survey with some minor changes and initiate the process of sending it out to all residents. That the responses would be collected by Anne to assess the proposed installation of the bike storage and the proposed usage for the funds collected from recycled products. That if any response is received by Strata Data, it is to be forwarded to Anne to be included with the other responses received. That Anne Clarke will collate the data and submit to the management committee for further review" *Carried Unanimously*

Locker allocation and storage (proposed survey)

The members present in principle agreed for the proposed survey to be sent only those owners who were potentially allocated at locker and appear to be unoccupied. After discussion it was resolved "that John Caddy would finalise the survey and forward it to Strata Data, who were instructed to send it to the respective owners who may have been allocated a locker that appears to be unoccupied. That all responses received by Strata Data are to be sent to John Caddy who would provide further instructions on this matter." *Carried Unanimously*

Note: The meeting recorded that the lockers are considered the personal property of their owners and are not classified as property of the corporation.

Tony Perrin left the meeting at this point (7:30pm)

Notice boards – Approved by MC Only

The above matter was tabled for discussion, and it was resolved "that the notice boards in the foyer area be dedicated solely to management committee approved notices, to be managed by Anne Clark and Katrina Gilles. That the other two notice boards in the basement area are to be made available for community notices, allowing any occupant to use them to notify other occupants of offerings. These community notice boards are to always remain unlocked. That any member of the management committee is empowered to take down inappropriate notices from the community notice boards." *Carried Unanimously*

Note: Strata Data is to arrange to send a key of the notice boards in the basements to Katrina Marie Giles. Asset no 330 (One Key) postal mail.

Caution wet floors

The above matter was tabled for discussion, and it was resolved "that Strata Data was instructed to issue a work order to Signarama to install signage on both sides of the building along the staircase next to the elevators, reading 'Slippery When Wet', using 3M tape to avoid drilling into the walls. Katrina Gilles has kindly volunteered to be the on-site point of contact for the contractor to discuss the exact location of the installation of these signages" *Carried Unanimously*

Complaint letter

The management committee engaged in discussions on this matter, and it was moved by Katrina Marie Giles "That the wordings used in the generic letters sent to the owners/residents for breach of the By-laws e.g. unacceptable noise levels be softened specifically with regards to issuing of fines etc. *Motion Failed (1 vote in favour and 3 votes against)*

Personal items in Breezeway

The above item was placed for discussion and the members present advised that the information related to the items left behind by the occupants would be included in the information pack. The owners/residents should also refer to the By-Laws as a document for reference.

Gardening committee

a) Approval process for purchases

The management committee discussed that above matter and advised the Garden Subcommittee member about the process as per the approved guidelines of the Garden Subcommittee, which are as under:

Financial Guidelines

- Up to \$100 can be spent on fertilizers, seasonal colour, or potting mix without specific approval from the corporation management committee. However, there is a limit of \$200 in any month without prior management committee approval.

- All receipts will be presented to Strata Data for reimbursement.
- When specific projects arise, such as replacing plants in planter boxes, detailed plans and budgets will be submitted to the management committee for approval.

b) Storage of materials

John Caddy advised that the handle of one of the storage doors in the basement area is being replaced with a keypad lock. This lock will allow the Garden Committee to securely store their tools and materials. Strata Data was instructed to follow up with the contractor, Access Hardware, who was issued the work order for this task in June 2025.

c) Garden Committee Report

The committee members advised the Garden Subcommittee member, Katrina Marie Giles, to submit a Garden Committee report at every management committee meeting. As a report had not been submitted for this meeting, Katrina Marie Giles was requested to provide the report within the next two weeks to the Committee Members. Moving forward, it was requested that this report be prepared and made available prior to each management committee meeting so it can be included as part of the meeting agenda.

Updated Action list

The members present discussed this item and in principle agreed for the completed items to be removed and the items that are in progress from this meeting to be added and sent to the committee members at the committee meetings.

Additional tables and chairs for the piazza area (Courtyard)

It was moved by Katrina Marie Giles "that the members present agreed to the purchase of an additional set of tables and chairs, with an estimated cost of \$1,500.00. Katrina Gilles will arrange for the supplier to provide both the invoice and delivery of the furniture." *Motion Carried (2 votes in favour and 2 votes abstained)*

How do owners raise issues with the Management Committee

The above item was discussed in the above item under process of raising matters with the management committee.

Amended code of conduct

The above item was placed for discussion, and it was resolved "that the committee members would be requested to sign an amended copy of the Code of Conduct, including the Code of Ethics (supplied by SCA). That Strata Data would send this document (to be provided by John Caddy) to all members and once signed this will be saved on the corporation's records." *Carried Unanimously*

Pruning of trees in the Piazza Area

The above item was placed on the table for discussion by Katrina Marie Giles and it was resolved "that Strata Data was instructed to obtain a quotation from Maintenance Matters for the pruning of the trees, and that Katrina Gilles would be the point of contact for the contractor to arrange the visit and discuss the scope of works on site. That Katrina Gilles has also offered to obtain an alternative quotation/s for the same works, and once these quotations become available, Strata Data was requested to forward them to the management committee for their approval." *Carried Unanimously*

External Painting

Strata Data was requested to add this item to the agenda for the next management committee meeting and the next AGM in Nov 2025. In the interim, Strata Data was instructed to obtain an indicative cost for consulting services/project management for this project who could be engaged to prepare a scope of works using the building's drawings and specifications, seek tenders, and recommend the most suitable contractors for the project. That this proposal/estimated cost by a project manager will be sent to the management committee for further advise and actions.

Next Committee Meeting

The next committee meeting will be held on Wednesday 22nd October 2025 at 5:00 pm at Strata Data Offices, 647 Portrush Rd, Glen Osmond SA 5064 (in person meeting)

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 9:27pm.

Minutes of the Extraordinary General Meeting

Corporation *Community Corporation 28285 Inc.*
Address *46 Sixth Street, Bowden*
Meeting Date **10th of July, 2025 commencing at 4:00 PM**
Location **Via Video / Teleconference Only**

Present in Person

Lot: 3 Gabrielle Marie Colquist
Lot: 5 James Ronald Hunt, Lauren Kay Hunt
Lot: 18 Jane Mallyon
Lot: 19 Anthony Victor Mallyon
Lot: 21 Carol Grubisa
Lot: 27 Nicholas Kenneth Kempt
Lot: 32 Anne Jennifer Clarke
Lot: 33 Casey Rose Gove
Lot: 35 Peter Wayne Harriss, Maria Hariss
Lot: 42 Mr David Musolino
Lot: 46 Believe Housing Australia
Lot: 47 Believe Housing Australia
Lot: 48 Believe Housing Australia
Lot: 51 Believe Housing Australia
Lot: 52 Believe Housing Australia
Lot: 53 Believe Housing Australia
Lot: 54 Believe Housing Australia
Lot: 55 Believe Housing Australia
Lot: 67 Kristian Leigh Walker

Apologies

Nil

Present by Proxy

Lot: 6 Adam Anthony Zerella, Amanda Lynda Geracitano by Proxy to Strata Data
Lot: 7 Gotta Wear Shades Properties Pty Ltd by Proxy to Strata Data
Lot: 11 Susan Ninham by Proxy to Katrina Gilles
Lot: 15 Lachlan Dodds, Janine Dodds by Proxy to Strata Data
Lot: 24 Katrina Marie Giles by Proxy to Strata Data
Lot: 26 Mr Steven Guillen by Proxy to Strata Data
Lot: 34 Robert William Nash by Proxy to Strata Data
Lot: 37 Tony Perrin by Proxy to Strata Data
Lot: 43 JOSO JMC Pty Ltd by Proxy to Strata Data
Lot: 49 Laurel May Hamilton by Proxy to Strata Data
Lot: 50 Hannah Jane Keane by Proxy to Strata Data
Lot: 57 Mr Brendan Christian by Proxy to Strata Data
Lot: 64 Tony Perrin by Proxy to Strata Data
Lot: 65 Rex Harold Grimwade, Heather May Grimwade by Proxy to Strata Data
Lot: 68 Kym Grace English by Proxy to Strata Data
Lot: 73 Clark Property (SA) Pty Ltd by Proxy to Strata Data
Lot: 74 Mr John Edwards by Proxy to Strata Data
Lot: 75 Kenneth Yu-Chien Wong by Proxy to Strata Data
Lot: 77 Ruth Sims by Proxy to Strata Data
Lot: 83 C J & K M Foord by Proxy to Strata Data

In attendance

Dilip Gidwani representing Strata Data

Quorum

The Body Corporate Manager advised that the Corporation had currently 13 un-financial lots with the payments due not having been paid. Section 84(14) of the Community Titles Act advised that a vote cannot be exercised in relation to a lot unless all amounts payable to the corporation in respect of that lot have been paid and section 83(4) determines that only financial lots are to be regarded in the establishment of a quorum.

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 4:00 pm

Chairperson

It was resolved "that Dilip Gidwani of Strata Data assist the Presiding Officer by chairing the meeting".
Carried Unanimously

Amended By-Law (Special Resolution)

It was resolved "that the amended By-laws, as attached with these minutes, be accepted. That the By-laws be lodged with the Land Titles Office within 14 days of this meeting and the Presiding Officer is empowered to sign all documents related to this matter on behalf of the corporation." *Motion Carried with 29 votes in favour and 10 against*

Meeting Note: The final mark-up copy of the By-laws, as approved during this meeting, is enclosed with these minutes.

Vote of thanks

The owners of Lots 21 and 35, Carol and Casey, expressed their appreciation by thanking everyone involved in preparing the amended by-laws.

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 4:45 pm.

Minutes of the Committee Meeting

Corporation *Community Corporation 28285 Inc.*
Address *46 Sixth Street, Bowden*
Meeting Date **14th of August, 2025 commencing at 4:00 PM**
Location **647 Portrush Road Glen Osmond, South Australia 5064**

Present in Person

Lot: 24 Katrina Marie Giles
Lot: 30 Kym Andrew Medlen
Lot: 32 Anne Jennifer Clarke
Lot: 37 Tony Perrin
Lot: 43 John Caddy

Apologies

Nil

Present by Proxy

Nil

In attendance

Dilip Gidwani representing Strata Data

Quorum

The Chairperson declared that a quorum was in attendance and the meeting opened at 4:00pm.

Chairperson

It was resolved "that Dilip Gidwani of Strata Data assist the Presiding Officer by chairing the meeting".
Carried Unanimously

Review of the current decision-making processes within the Management Committee

The members present focused on reviewing the decision-making process of the Management Committee and addressing concerns about recent decisions. Tony Perrin emphasised the professional nature of the Management Committee's operations, highlighting the responsibility of managing a significant asset within a limited budget. The members present discussed the need for clearer decision-making processes, including formal voting procedures and the importance of considering new information before finalising decisions.

Moved by Tony Perrin and Seconded by Kym Medlen, it was resolved "that the Management Committee agreed that, in order to streamline the process of decision-making, sufficient information is to be made available to allow decisions to be made on matters during the scheduled Committee Meetings, and that decisions would be reached by framing a clear motion to be tabled in the formal manner of Moving and Seconding, along with taking a vote from the members present. That these votes would be recorded in the motion. That, in the event new information comes to light after a decision is made, the Committee Members would share the relevant information with all members via email, and the decision to either continue as resolved during the Committee Meeting or to place the matter on the agenda of the next scheduled Committee Meeting would be voted upon by all." *Motion Carried (4 votes in favour and 1 Abstain)*

Signing of the amendment to the Code of Conduct

The Presiding Officer tabled the revised Code of Conduct for Management Committee members, requesting that each member formally accept the amendments, by signing the document in the presence of a witness. A copy of the signed document will be retained in the corporation's records.

John Caddy, Tony Perrin, Kym Andrew Medlen, and Anne Jennifer Clarke signed and accepted the revised Code of Conduct.

Katrina Marie Giles declined to sign the amended document, stating that the original Code of Conduct, which was recently signed, remains valid and that signing the revised version is not mandated under current legislation.

Quote Requests and Work Orders

The Committee Members discussed the earlier decision regarding the signage approval process and acknowledged that quotations should have been obtained prior to issuing a work order. The Committee agreed to implement a process whereby a minimum of three quotations—or at least two, where three are not reasonably available—will be obtained for maintenance items, excluding works involving incumbent contractors or urgent matters.

Installation of Slippery When Wet safety signage in the foyer area (Quotation attached)

Upon review Moved by John Caddy and Seconded by Kym Medlen, it was resolved "that Strata Data was instructed to accept the quotation to install the signage along with the proof copy as provided by Signarama and that the contractors can proceed with the installation." *Motion Carried (4 votes in favour and 1 Abstain)*

Pruning and maintenance of Citrus and Crepe Myrtle trees within the common property (Quotations attached)

The Committee Members discussed the above matter along with the importance of seeking professional opinion, as provided by the gardener from Maintenance Matters, who recommended that a hard prune of the trees would be essential for their health. The trees need to be managed differently from those planted in open ground. Without a hard prune, the trees are likely to become top-heavy—especially when bearing fruit—and could potentially collapse.

While the members appreciated the willingness of the Garden Committee and Katrina Giles to undertake the pruning themselves, the Management Committee expressed concern about the safety and wellbeing of the Garden Committee Members. Katrina Giles assured the Committee that the Garden Committee would ensure complete safety while pruning the citrus trees and the crepe myrtle by using a string-operated extended pruner, which can be operated from the ground without needing to climb on the planters.

Moved by John Caddy and Seconded by Anne Clark, it was resolved "that Strata Data was instructed to accept the contractor's recommendation of giving a hard prune to the citrus and crepe myrtle trees in the Piazza area this year, and that the Garden Committee Members would maintain these trees by giving them a light prune periodically throughout the year. That a decision on the yearly hard prune would be considered next year, which, with all possibilities, may not be required." *Motion carried (4 votes in favour, 1 abstain)*

Discussion on the need for a fire engineer (regarding installation of external blinds)

The Committee Members discussed the need to engage a fire engineer to assess the building and determine whether a performance solution could be developed to meet the non-combustibility requirements related to the installation of external blinds. The intention to engage a fire engineer was put forward to ascertain whether they could provide an opinion on the suitability of available products and develop compliance criteria that could be met by multiple products, rather than specifying a single solution.

The Committee agreed that relying on manufacturer specification sheets—as verified by the fire engineer—to demonstrate compliance with the performance criteria would be an acceptable approach, assuming the manufacturers are reputable.

After discussion, moved by John Caddy and seconded by Tony Perrin, it was resolved:

"That the process to undertake these works are outlined as follows:

1. Strata Data to obtain a quotation from Quench Fire Engineers and Adelaide Fire Engineers to carry out an assessment and advise on a performance-based solution for the installation of external awnings on the building.
2. Once the quotation is received, it is to be forwarded to the insurance brokers to seek their advice on whether proceeding with the recommended works would improve the Corporation's ability to obtain additional insurance options in the future.
3. Upon receiving a favourable response from the insurance brokers, and based on the indicated cost, the most competitive fire engineer is to be engaged to carry out the assessment and prepare the report.
4. Develop a rule to allow owners to install blinds that comply with the performance-based solution, including colour specifications. This rule would be presented for approval as a Special Resolution at a duly convened General Meeting.

That John Caddy, Anne Clarke and Katrina Giles have kindly offered to act as the point of contact for the contractors to schedule the site visit and discuss the scope of works. That once the quotation is received, it is to be forwarded to all Committee Members for their instructions." *Carried Unanimously*

Sensor in the foyer area

Anne Clark tabled the above matter for discussion, noting that it was identified that the tall plants are triggering the camera and sensor lights in the foyer area. Access to the video footage was required to determine the cause of one of the planters falling over.

After discussion, Strata Data was instructed to contact Austronics to inquire about the duration of video footage available on record and whether frequent triggering of the sensor could impact storage capacity and the length of footage retained.

The Committee Members also requested Katrina Giles to advise the Garden Committee to ensure that planters placed in the foyer area are positioned away from the sensors to prevent frequent triggering, and to ensure they do not obstruct resident access or the fire extinguishers located in the foyer.

Lock on the basement storage area

Strata Data was instructed to follow up with the contractor, Access Hardware, who was issued the work order proceed with the recommended works on 30th July

Reiterate on the Garden Committee Financial Guidelines

The Committee Members discussed the above matter and proposed to reiterate the financial guidelines, which outline that the Garden Committee is approved to spend up to **\$100.00 per month**, not exceeding **\$200.00 in any given month**.

The Garden Committee may choose to utilise the approved amount flexibly as needed. This means that in some months, expenses may exceed the \$100.00 limit (up to \$200.00), while in other months, there may be little or no expenditure. This is acceptable, provided that the variance is explained in the quarterly report presented during the scheduled Committee Meetings.

The approved **Financial Guidelines** are pasted below for reference:

Financial Guidelines

- Up to \$100 can be spent on fertilizers, seasonal colour, or potting mix without specific approval from the Corporation Management Committee. However, there is a limit of \$200 in any month without prior management committee approval.
- All receipts will be presented to Strata Data for reimbursement.

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 6:05pm.



STRATA DATA

Summary Financial Statement

Community Corporation 28285 Inc.
Address: 46 Sixth Street 47 Fifth Street Bowden, South Australia 5007
ABN: 90532204735

Version: 03.10.01

Date Printed 05/10/2023

Page 1

INCOME & EXPENDITURE STATEMENT
BETWEEN 01/10/2022 AND 30/09/2023

Description	ADMIN	SINKING	TOTAL
INCOME			
Access & Door Key/Swipe Cards	\$25.00	-	\$25.00
Admin Fund Levy	\$288,741.56	-	\$288,741.56
Insurance Claim Recovery	\$4,645.65	-	\$4,645.65
Interest on Overdue Levies	\$159.92	-	\$159.92
Interest Received	\$5,959.47	-	\$5,959.47
Sinking Fund Levy	-	\$35,919.88	\$35,919.88
Special Levy (Admin Fund)	\$150.00	-	\$150.00
Sundry Income	\$195.34	-	\$195.34
TOTAL INCOME	\$299,876.94	\$35,919.88	\$335,796.82
OUTGOINGS			
Audit	\$1,462.00	-	\$1,462.00
Bank Charges	\$68.66	-	\$68.66
BAS Preparing of Accounts & Lodgement	\$772.00	-	\$772.00
Body Corporate Management	\$25,116.00	-	\$25,116.00
Building / Engineer Reports	\$1,936.00	-	\$1,936.00
Building Repairs & Maintenance	\$28,414.32	\$5,243.04	\$33,657.36
Caretaking	\$9,978.10	-	\$9,978.10
Cleaning Common Areas	\$50,989.20	-	\$50,989.20
Community App Subscription	\$1,122.00	-	\$1,122.00
Disbursements	\$5,661.00	-	\$5,661.00
Electrical Works	\$8,000.20	-	\$8,000.20
Electricity	\$17,753.50	-	\$17,753.50
Fire Brigade Callout	\$965.00	-	\$965.00
Fire Equipment Contract	\$7,844.10	-	\$7,844.10
Fire Equipment Repairs & Maintenance	\$6,479.00	-	\$6,479.00
Fire Monitoring Contract	\$1,194.60	-	\$1,194.60
Gas	\$30,080.74	-	\$30,080.74
General Repairs & Maintenance	\$561.76	-	\$561.76
Grounds Maintenance	\$5,635.78	-	\$5,635.78
GST Payment / Refund	\$2,289.00	-	\$2,289.00
Gutter Cleaning	\$1,730.61	-	\$1,730.61
Insurance Claim	\$3,590.96	-	\$3,590.96
Insurance Claim Excess	\$1,500.00	-	\$1,500.00
Insurance Premium	\$50,867.50	-	\$50,867.50
Insurance Valuation	\$2,750.00	-	\$2,750.00



Summary Financial Statement

Community Corporation 28285 Inc.
Address: 46 Sixth Street 47 Fifth Street Bowden, South Australia 5007
ABN: 90532204735

Version: 03.10.01

Date Printed 05/10/2023

Page 2

STRATA DATA

Internet Expenses	\$139.98	-	\$139.98
Lift Phone	\$699.90	-	\$699.90
Lift Service Contract	\$12,236.74	-	\$12,236.74
Meeting Fees	\$2,514.00	-	\$2,514.00
Pest Control	\$2,035.00	-	\$2,035.00
Plumbing Repairs & Maintenance	\$8,411.70	-	\$8,411.70
Public Officer	\$125.00	-	\$125.00
Roller Door Repairs & Maintenance	\$370.00	-	\$370.00
Rubbish Removal	\$299.20	-	\$299.20
Security Contracts	\$415.80	\$11,060.50	\$11,476.30
Tax Return	\$206.00	-	\$206.00
Telephone & Line Rental	\$1,466.76	-	\$1,466.76
Water Charges	\$5,224.44	-	\$5,224.44
WHS Compliance	\$118.00	-	\$118.00
TOTAL OUTGOINGS	\$301,024.55	\$16,303.54	\$317,328.09

SUMMARY

OPENING BALANCE AS AT 01/10/2022	\$116,612.29	\$144,555.46	\$261,167.75
TOTAL INCOME	\$299,876.94	\$35,919.88	\$335,796.82
TOTAL OUTGOINGS	\$301,024.55	\$16,303.54	\$317,328.09
CLOSING BALANCE AS AT 30/09/2023	\$115,464.68	\$164,171.80	\$279,636.48
NET SURPLUS	(\$1,147.61)	\$19,616.34	\$18,468.73



Summary Financial Statement

Community Corporation 28285 Inc.
Address: 46 Sixth Street 47 Fifth Street Bowden, South Australia 5007
ABN: 90532204735

Version: 03.10.01

Date Printed 04/10/2024

Page 1

STRATA DATA

INCOME & EXPENDITURE STATEMENT BETWEEN 01/10/2023 AND 30/09/2024

	ADMIN	SINKING	TOTAL
INCOME			
Access & Door Key/Swipe Cards	\$50.00	-	\$50.00
Admin Fund Levy	\$300,303.17	-	\$300,303.17
Insurance Claim Recovery	\$554.26	-	\$554.26
Interest on Overdue Levies	\$289.15	-	\$289.15
Interest Received	\$8,908.94	-	\$8,908.94
Sinking Fund Levy	-	\$40,118.57	\$40,118.57
Special Levy (Admin Fund)	\$110.00	-	\$110.00
Sundry Income	\$60.27	-	\$60.27
TOTAL INCOME	\$310,275.79	\$40,118.57	\$350,394.36
OUTGOINGS			
BAS Preparing of Accounts & Lodgement	\$1,035.00	-	\$1,035.00
Body Corporate Management	\$27,240.85	-	\$27,240.85
Building / Engineer Reports	\$3,557.00	-	\$3,557.00
Building Repairs & Maintenance	\$18,880.59	\$12,375.00	\$31,255.59
Caretaking	\$5,291.00	-	\$5,291.00
Cleaning Common Areas	\$58,198.80	-	\$58,198.80
Community App Subscription	\$1,140.80	-	\$1,140.80
Debt Recovery Fees	(\$110.00)	-	(\$110.00)
Disbursements	\$6,138.74	-	\$6,138.74
Door & Lock Repairs & Maintenance	\$319.00	-	\$319.00
Electrical Works	\$939.63	-	\$939.63
Electricity	\$17,102.32	-	\$17,102.32
Fire Brigade Callout	\$3,860.00	-	\$3,860.00
Fire Equipment Contract	\$7,353.28	-	\$7,353.28
Fire Equipment Repairs & Maintenance	\$14,138.41	-	\$14,138.41
Fire Monitoring Contract	\$1,229.80	-	\$1,229.80
Gas	\$36,809.65	-	\$36,809.65
General Repairs & Maintenance	\$513.83	-	\$513.83
Grounds Maintenance	\$5,178.94	-	\$5,178.94
GST Payment / Refund	\$2,056.00	-	\$2,056.00
Gutter Cleaning	\$1,733.49	-	\$1,733.49
Income Tax Instalment	\$496.00	-	\$496.00
Income Tax Payment / Refund	\$939.24	-	\$939.24
Insurance Claim	\$609.69	-	\$609.69
Insurance Premium	\$63,410.35	-	\$63,410.35



Summary Financial Statement

Community Corporation 28285 Inc.
Address: 46 Sixth Street 47 Fifth Street Bowden, South Australia 5007
ABN: 90532204735

Version: 03.10.01

Date Printed 04/10/2024

Page 2

STRATA DATA

Lift Phone	\$839.88	-	\$839.88
Lift Repairs & Maintenance	-	\$6,249.58	\$6,249.58
Lift Service Contract	\$12,481.46	-	\$12,481.46
Meeting Fees	\$1,905.00	-	\$1,905.00
Oversee Record Inspections	\$460.00	-	\$460.00
Owner Overdue Account Fee	(\$23.00)	-	(\$23.00)
Pest Control	\$1,650.00	-	\$1,650.00
Plumbing Repairs & Maintenance	\$3,731.24	-	\$3,731.24
Public Officer	\$130.00	-	\$130.00
Roller Door Repairs & Maintenance	-	\$4,620.00	\$4,620.00
Roof Repairs & Maintenance	\$3,300.00	-	\$3,300.00
Security Contracts	\$1,201.20	-	\$1,201.20
Telephone & Line Rental	\$1,540.26	-	\$1,540.26
Water Charges	\$6,099.55	-	\$6,099.55
WHS Compliance	\$129.00	-	\$129.00
TOTAL OUTGOINGS	\$311,507.00	\$23,244.58	\$334,751.58

SUMMARY

OPENING BALANCE AS AT 01/10/2023	\$115,464.68	\$164,171.80	\$279,636.48
TOTAL INCOME	\$310,275.79	\$40,118.57	\$350,394.36
TOTAL OUTGOINGS	\$311,507.00	\$23,244.58	\$334,751.58
CLOSING BALANCE AS AT 30/09/2024	\$114,233.47	\$181,045.79	\$295,279.26
NET SURPLUS	(\$1,231.21)	\$16,873.99	\$15,642.78



STRATA DATA

Summary Financial Statement

Community Corporation 28285 Inc.
Address: 46 Sixth Street 47 Fifth Street Bowden, South Australia 5007
ABN: 90532204735

Version: 03.10.01

Date Printed 27/02/2023

Page 1

INCOME & EXPENDITURE STATEMENT
BETWEEN 01/10/2022 AND 31/01/2024

Description	ADMIN	SINKING	TOTAL
INCOME			
Admin Fund Levy	\$96,068.64	-	\$96,068.64
Insurance Claim Recovery	\$1,879.26	-	\$1,879.26
Interest on Overdue Levies	\$57.86	-	\$57.86
Interest Received	\$1,611.23	-	\$1,611.23
Sinking Fund Levy	-	\$11,918.23	\$11,918.23
Special Levy (Sinking Fund)	-	\$921.00	\$921.00
Sundry Income	\$110.64	-	\$110.64
TOTAL INCOME	\$99,727.63	\$12,839.23	\$112,566.86
OUTGOINGS			
Bank Charges	\$68.66	-	\$68.66
BAS Preparing of Accounts & Lodgement	\$378.00	-	\$378.00
Body Corporate Management	\$10,465.00	-	\$10,465.00
Building Repairs & Maintenance	\$13,319.80	\$5,243.04	\$18,562.84
Caretaking	\$9,978.10	-	\$9,978.10
Cleaning Common Areas	\$14,808.00	-	\$14,808.00
Community App Subscription	\$467.50	-	\$467.50
Disbursements	\$2,358.75	-	\$2,358.75
Electrical Works	\$1,408.22	-	\$1,408.22
Electricity	\$5,027.17	-	\$5,027.17
Fire Brigade Callout	\$921.00	-	\$921.00
Fire Equipment Contract	\$3,373.04	-	\$3,373.04
Fire Equipment Repairs & Maintenance	\$5,126.00	-	\$5,126.00
Gas	\$8,292.83	-	\$8,292.83
General Repairs & Maintenance	\$181.76	-	\$181.76
Grounds Maintenance	\$1,472.28	-	\$1,472.28
GST Payment / Refund	(\$3,251.00)	-	(\$3,251.00)
Insurance Claim Excess	\$500.00	-	\$500.00
Insurance Premium	\$50,867.50	-	\$50,867.50
Insurance Valuation	\$2,750.00	-	\$2,750.00
Internet Expenses	\$69.99	-	\$69.99
Lift Phone	\$279.96	-	\$279.96
Lift Service Contract	\$3,028.91	-	\$3,028.91
Meeting Fees	\$1,230.00	-	\$1,230.00
Pest Control	\$825.00	-	\$825.00
Plumbing Repairs & Maintenance	\$942.85	-	\$942.85



Summary Financial Statement

Version: 03.10.01

Date Printed 27/02/2023

Community Corporation 28285 Inc.

Address: 46 Sixth Street 47 Fifth Street Bowden, South Australia 5007

ABN: 90532204735

Page 2

STRATA DATA

Rubbish Removal	\$299.20	-	\$299.20
Telephone & Line Rental	\$611.15	-	\$611.15
Water Charges	\$2,653.18	-	\$2,653.18
WHS Compliance	\$118.00	-	\$118.00
TOTAL OUTGOINGS	\$138,570.85	\$5,243.04	\$143,813.89

SUMMARY

OPENING BALANCE AS AT 01/10/2022	\$116,612.29	\$144,555.46	\$261,167.75
TOTAL INCOME	\$99,727.63	\$12,839.23	\$112,566.86
TOTAL OUTGOINGS	\$138,570.85	\$5,243.04	\$143,813.89
CLOSING BALANCE AS AT 31/01/2024	\$77,769.07	\$152,151.65	\$229,920.72
NET SURPLUS	(\$38,843.22)	\$7,596.19	(\$31,247.03)



Summary Financial Statement

Community Corporation 28285 Inc.
Address: 46 Sixth Street 47 Fifth Street Bowden, South Australia 5007
ABN: 90532204735

Version: 03.10.01

Date Printed 27/02/2024

Page 1

STRATA DATA

INCOME & EXPENDITURE STATEMENT BETWEEN 01/10/2023 AND 31/01/2024

Description	ADMIN	SINKING	TOTAL
INCOME			
Access & Door Key/Swipe Cards	\$50.00	-	\$50.00
Admin Fund Levy	\$87,194.79	-	\$87,194.79
Insurance Claim Recovery	\$554.26	-	\$554.26
Interest on Overdue Levies	\$36.80	-	\$36.80
Interest Received	\$2,316.84	-	\$2,316.84
Sinking Fund Levy	-	\$11,531.92	\$11,531.92
Sundry Income	\$60.27	-	\$60.27
TOTAL INCOME	\$90,212.96	\$11,531.92	\$101,744.88
OUTGOINGS			
BAS Preparing of Accounts & Lodgement	\$205.00	-	\$205.00
Body Corporate Management	\$8,372.00	-	\$8,372.00
Building Repairs & Maintenance	\$4,850.11	-	\$4,850.11
Cleaning Common Areas	\$20,785.60	-	\$20,785.60
Community App Subscription	\$383.40	-	\$383.40
Debt Recovery Fees	\$442.01	-	\$442.01
Disbursements	\$1,887.00	-	\$1,887.00
Electrical Works	\$242.00	-	\$242.00
Electricity	\$5,845.24	-	\$5,845.24
Fire Brigade Callout	\$2,895.00	-	\$2,895.00
Fire Equipment Contract	\$1,886.83	-	\$1,886.83
Fire Equipment Repairs & Maintenance	\$13,093.41	-	\$13,093.41
Gas	\$3,297.00	-	\$3,297.00
Grounds Maintenance	\$1,655.48	-	\$1,655.48
GST Payment / Refund	\$215.00	-	\$215.00
Insurance Claim	\$609.69	-	\$609.69
Insurance Premium	\$63,410.35	-	\$63,410.35
Lift Phone	\$279.96	-	\$279.96
Lift Service Contract	\$3,089.46	-	\$3,089.46
Meeting Fees	\$945.00	-	\$945.00
Pest Control	\$825.00	-	\$825.00
Plumbing Repairs & Maintenance	\$1,495.36	-	\$1,495.36
Security Contracts	\$600.60	-	\$600.60
Telephone & Line Rental	\$432.22	-	\$432.22
Water Charges	\$1,260.67	-	\$1,260.67



Summary Financial Statement

Version: 03.10.01

Date Printed 27/02/2024

Community Corporation 28285 Inc.

Address: 46 Sixth Street 47 Fifth Street Bowden, South Australia 5007

ABN: 90532204735

Page 2

STRATA DATA

WHS Compliance	\$129.00	-	\$129.00
TOTAL OUTGOINGS	\$139,132.39		\$139,132.39

SUMMARY

OPENING BALANCE AS AT 01/10/2023	\$115,464.68	\$164,171.80	\$279,636.48
TOTAL INCOME	\$90,212.96	\$11,531.92	\$101,744.88
TOTAL OUTGOINGS	\$139,132.39	\$0.00	\$139,132.39
CLOSING BALANCE AS AT 31/01/2024	\$66,545.25	\$175,703.72	\$242,248.97
NET SURPLUS	(\$48,919.43)	\$11,531.92	(\$37,387.51)



Summary Financial Statement

Community Corporation 28285 Inc.
Address: 46 Sixth Street 47 Fifth Street Bowden, South Australia 5007
ABN: 90532204735

Version: 03.10.01

Date Printed 24/02/2025

Page 1

STRATA DATA

INCOME & EXPENDITURE STATEMENT BETWEEN 01/11/2024 AND 31/01/2025

	ADMIN	SINKING	TOTAL
INCOME			
Access & Door Key/Swipe Cards	\$33.00	-	\$33.00
Admin Fund Levy	\$88,185.99	-	\$88,185.99
Interest on Overdue Levies	\$56.32	-	\$56.32
Interest Received	\$2,424.83	-	\$2,424.83
Sinking Fund Levy	-	\$8,346.10	\$8,346.10
Sundry Income	\$580.28	-	\$580.28
TOTAL INCOME	\$91,280.42	\$8,346.10	\$99,626.52
OUTGOINGS			
Audit	\$1,521.50	-	\$1,521.50
BAS Preparing of Accounts & Lodgement	\$215.00	-	\$215.00
Body Corporate Management	\$7,599.31	-	\$7,599.31
Building Repairs & Maintenance	\$4,564.85	-	\$4,564.85
Cleaning Common Areas	\$15,932.40	-	\$15,932.40
Community App Subscription	\$280.50	-	\$280.50
Disbursements	\$1,610.02	-	\$1,610.02
Electrical Works	\$20,200.33	-	\$20,200.33
Electricity	\$3,360.69	-	\$3,360.69
Fire Equipment Contract	\$1,975.16	-	\$1,975.16
Gas	\$12,299.59	-	\$12,299.59
Grounds Maintenance	\$1,067.22	-	\$1,067.22
Insurance Premium	\$67,492.35	-	\$67,492.35
Insurance Valuation	\$2,420.00	-	\$2,420.00
Internet Expenses	\$69.99	-	\$69.99
Landscaping	\$129.00	-	\$129.00
Lift Phone	\$139.98	-	\$139.98
Lift Service Contract	\$3,151.27	-	\$3,151.27
Meeting Fees	\$1,410.00	-	\$1,410.00
Miscellaneous Expenses	\$1,979.40	-	\$1,979.40
Plumbing Repairs & Maintenance	\$489.48	-	\$489.48
Security Contracts	\$300.30	-	\$300.30
Telephone & Line Rental	\$266.28	-	\$266.28
Water Charges	\$1,485.06	-	\$1,485.06



Summary Financial Statement

Community Corporation 28285 Inc.
Address: 46 Sixth Street 47 Fifth Street Bowden, South Australia 5007
ABN: 90532204735

Version: 03.10.01

Date Printed 24/02/2025

Page 2

STRATA DATA

WHS Compliance	\$135.00	-	\$135.00
TOTAL OUTGOINGS	\$150,094.68		\$150,094.68

SUMMARY

OPENING BALANCE AS AT 01/11/2024	\$121,881.20	\$184,362.74	\$306,243.94
TOTAL INCOME	\$91,280.42	\$8,346.10	\$99,626.52
TOTAL OUTGOINGS	\$150,094.68	\$0.00	\$150,094.68
CLOSING BALANCE AS AT 31/01/2025	\$63,066.94	\$192,708.84	\$255,775.78
NET SURPLUS	(\$58,814.26)	\$8,346.10	(\$50,468.16)



Summary Financial Statement

Community Corporation 28285 Inc.
Address: 46 Sixth Street 47 Fifth Street Bowden, South Australia 5007
ABN: 90532204735

Version: 03.10.01

Date Printed 10/07/2025

Page 1

STRATA DATA

INCOME & EXPENDITURE STATEMENT BETWEEN 01/10/2024 AND 30/06/2025

	ADMIN	SINKING	TOTAL
INCOME			
Access & Door Key/Swipe Cards	\$50.00	-	\$50.00
Admin Fund Levy	\$248,510.71	-	\$248,510.71
Interest on Overdue Levies	\$156.78	-	\$156.78
Interest Received	\$6,759.22	-	\$6,759.22
Sinking Fund Levy	-	\$24,262.50	\$24,262.50
Special Levy (Admin Fund)	\$150.00	-	\$150.00
Sundry Income	\$1,042.31	-	\$1,042.31
TOTAL INCOME	\$256,669.02	\$24,262.50	\$280,931.52
OUTGOINGS			
Audit	\$2,401.50	-	\$2,401.50
BAS Preparing of Accounts & Lodgement	\$645.00	-	\$645.00
Body Corporate Management	\$22,331.31	-	\$22,331.31
Building / Engineer Reports	\$577.50	-	\$577.50
Building Repairs & Maintenance	\$6,824.80	-	\$6,824.80
Caretaking	\$15,996.20	-	\$15,996.20
Cleaning Common Areas	\$32,986.20	-	\$32,986.20
Community App Subscription	\$841.50	-	\$841.50
Debt Recovery Fees	\$368.00	-	\$368.00
Disbursements	\$4,801.77	-	\$4,801.77
Door - Service Maintenance Contract	\$14.75	-	\$14.75
Electrical Works	\$24,239.73	-	\$24,239.73
Electricity	\$10,433.90	-	\$10,433.90
Fire Equipment Contract	\$14,902.71	-	\$14,902.71
Fire Equipment Repairs & Maintenance	\$4,430.75	-	\$4,430.75
Gas	\$24,996.12	-	\$24,996.12
Grounds Maintenance	\$2,861.52	-	\$2,861.52
GST Payment / Refund	\$3,949.00	-	\$3,949.00
Gutter Repairs & Maintenance	\$908.62	-	\$908.62
Hot Water Service Repairs & Maintenance	\$5,750.65	-	\$5,750.65
Income Tax Instalment	(\$2,164.00)	-	(\$2,164.00)
Insurance Premium	\$67,492.35	-	\$67,492.35
Insurance Valuation	\$2,420.00	-	\$2,420.00
Intercom Repair & Maintenance	\$186.34	-	\$186.34
Internet Expenses	\$69.99	-	\$69.99
Landscaping	\$129.00	-	\$129.00



Summary Financial Statement

Community Corporation 28285 Inc.
Address: 46 Sixth Street 47 Fifth Street Bowden, South Australia 5007
ABN: 90532204735

Version: 03.10.01

Date Printed 10/07/2025

Page 2

STRATA DATA

Lift Phone	\$559.92	-	\$559.92
Lift Service Contract	\$9,566.81	-	\$9,566.81
Meeting Fees	\$3,012.91	-	\$3,012.91
Miscellaneous Expenses	\$1,979.40	-	\$1,979.40
Owner Overdue Account Fee	\$23.00	-	\$23.00
Pest Control	\$2,029.50	-	\$2,029.50
Plumbing Repairs & Maintenance	\$4,018.91	-	\$4,018.91
Security Contracts	\$915.92	-	\$915.92
Tax Return	\$215.00	-	\$215.00
Telephone & Line Rental	\$931.98	-	\$931.98
Water Charges	\$4,386.30	-	\$4,386.30
WHS Compliance	\$135.00	-	\$135.00
TOTAL OUTGOINGS	\$276,169.86		\$276,169.86

SUMMARY

OPENING BALANCE AS AT 01/10/2024	\$114,233.47	\$181,045.79	\$295,279.26
TOTAL INCOME	\$256,669.02	\$24,262.50	\$280,931.52
TOTAL OUTGOINGS	\$276,169.86	\$0.00	\$276,169.86
CLOSING BALANCE AS AT 30/06/2025	\$94,732.63	\$205,308.29	\$300,040.92
NET SURPLUS	(\$19,500.84)	\$24,262.50	\$4,761.66



Summary Financial Statement

Community Corporation 28285 Inc.
Address: 46 Sixth Street 47 Fifth Street Bowden, South Australia 5007
ABN: 90532204735

Version: 03.10.01

Date Printed 08/10/2025

Page 1

STRATA DATA

INCOME & EXPENDITURE STATEMENT BETWEEN 01/10/2024 AND 30/09/2025

	ADMIN	SINKING	TOTAL
INCOME			
Access & Door Key/Swipe Cards	\$50.00	-	\$50.00
Admin Fund Levy	\$357,594.21	-	\$357,594.21
Interest on Overdue Levies	\$202.81	-	\$202.81
Interest Received	\$9,492.90	-	\$9,492.90
Sinking Fund Levy	-	\$34,159.42	\$34,159.42
Special Levy (Admin Fund)	\$150.00	-	\$150.00
Sundry Income	\$1,215.72	-	\$1,215.72
TOTAL INCOME	\$368,705.64	\$34,159.42	\$402,865.06
OUTGOINGS			
Audit	\$3,965.50	-	\$3,965.50
BAS Preparing of Accounts & Lodgement	\$440.00	-	\$440.00
Body Corporate Management	\$29,801.31	-	\$29,801.31
Building / Engineer Reports	\$577.50	-	\$577.50
Building Repairs & Maintenance	\$24,013.33	-	\$24,013.33
Caretaking	\$26,477.00	-	\$26,477.00
Ceiling Repairs & Maintenance	\$1,405.80	-	\$1,405.80
Cleaning Common Areas	\$32,986.20	-	\$32,986.20
Community App Subscription	\$1,122.00	-	\$1,122.00
Debt Recovery Fees	\$239.00	-	\$239.00
Disbursements	\$6,408.27	-	\$6,408.27
Door - Service Maintenance Contract	\$14.75	-	\$14.75
Electrical Works	\$24,280.28	-	\$24,280.28
Electricity	\$21,018.12	-	\$21,018.12
Fire Equipment Contract	\$21,525.65	-	\$21,525.65
Fire Equipment Repairs & Maintenance	\$4,430.75	-	\$4,430.75
Gas	\$30,880.31	-	\$30,880.31
Grounds Maintenance	\$3,799.22	-	\$3,799.22
GST Payment / Refund	\$1,185.00	-	\$1,185.00
Gutter Repairs & Maintenance	\$908.62	-	\$908.62
Hot Water Service Repairs & Maintenance	\$6,281.45	-	\$6,281.45
Income Tax Instalment	\$2,109.00	-	\$2,109.00
Insurance Claim Excess	\$5,000.00	-	\$5,000.00
Insurance Premium	\$67,492.35	-	\$67,492.35
Insurance Valuation	\$2,420.00	-	\$2,420.00
Intercom Repair & Maintenance	\$186.34	-	\$186.34



Summary Financial Statement

Community Corporation 28285 Inc.
Address: 46 Sixth Street 47 Fifth Street Bowden, South Australia 5007
ABN: 90532204735

Version: 03.10.01

Date Printed 08/10/2025

Page 2

STRATA DATA

Internet Expenses	\$69.99	-	\$69.99
Landscaping	\$129.00	-	\$129.00
Lift Phone	\$1,070.19	-	\$1,070.19
Lift Service Contract	\$12,831.08	-	\$12,831.08
Meeting Fees	\$5,280.16	-	\$5,280.16
Miscellaneous Expenses	\$3,005.20	-	\$3,005.20
Owner Overdue Account Fee	\$46.50	-	\$46.50
Pest Control	\$3,019.50	-	\$3,019.50
Plumbing Repairs & Maintenance	\$18,228.63	-	\$18,228.63
Public Officer	\$134.00	-	\$134.00
Roller Door Repairs & Maintenance	\$295.00	-	\$295.00
Security Contracts	\$915.92	-	\$915.92
Signs	\$1,520.35	-	\$1,520.35
Tax Return	\$436.00	-	\$436.00
Telephone & Line Rental	\$1,331.40	-	\$1,331.40
Water Charges	\$5,142.55	-	\$5,142.55
WHS Compliance	\$135.00	-	\$135.00
TOTAL OUTGOINGS	\$372,558.22		\$372,558.22

SUMMARY

OPENING BALANCE AS AT 01/10/2024	\$114,233.47	\$181,045.79	\$295,279.26
TOTAL INCOME	\$368,705.64	\$34,159.42	\$402,865.06
TOTAL OUTGOINGS	\$372,558.22	\$0.00	\$372,558.22
CLOSING BALANCE AS AT 30/09/2025	\$110,380.89	\$215,205.21	\$325,586.10
NET SURPLUS	(\$3,852.58)	\$34,159.42	\$30,306.84



Summary Financial Statement

Community Corporation 28285 Inc.
Address: 46 Sixth Street 47 Fifth Street Bowden, South Australia 5007
ABN: 90532204735

Version: 03.10.01

Date Printed 19/07/2024

Page 1

STRATA DATA

INCOME & EXPENDITURE STATEMENT BETWEEN 01/10/2023 AND 30/06/2024

	ADMIN	SINKING	TOTAL
INCOME			
Access & Door Key/Swipe Cards	\$50.00	-	\$50.00
Admin Fund Levy	\$227,097.78	-	\$227,097.78
Insurance Claim Recovery	\$554.26	-	\$554.26
Interest on Overdue Levies	\$203.10	-	\$203.10
Interest Received	\$6,558.58	-	\$6,558.58
Sinking Fund Levy	-	\$30,256.12	\$30,256.12
Special Levy (Admin Fund)	\$80.00	-	\$80.00
Sundry Income	\$60.27	-	\$60.27
TOTAL INCOME	\$234,603.99	\$30,256.12	\$264,860.11
OUTGOINGS			
BAS Preparing of Accounts & Lodgement	\$820.00	-	\$820.00
Body Corporate Management	\$20,394.85	-	\$20,394.85
Building / Engineer Reports	\$1,089.00	-	\$1,089.00
Building Repairs & Maintenance	\$15,034.78	-	\$15,034.78
Cleaning Common Areas	\$47,324.20	-	\$47,324.20
Community App Subscription	\$850.90	-	\$850.90
Debt Recovery Fees	\$318.01	-	\$318.01
Disbursements	\$4,595.99	-	\$4,595.99
Door & Lock Repairs & Maintenance	\$319.00	-	\$319.00
Electrical Works	\$484.00	-	\$484.00
Electricity	\$12,671.54	-	\$12,671.54
Fire Brigade Callout	\$3,860.00	-	\$3,860.00
Fire Equipment Contract	\$4,793.14	-	\$4,793.14
Fire Equipment Repairs & Maintenance	\$14,138.41	-	\$14,138.41
Gas	\$25,909.34	-	\$25,909.34
Grounds Maintenance	\$3,434.20	-	\$3,434.20
GST Payment / Refund	(\$1,502.00)	-	(\$1,502.00)
Gutter Cleaning	\$1,733.49	-	\$1,733.49
Income Tax Instalment	\$248.00	-	\$248.00
Income Tax Payment / Refund	\$939.24	-	\$939.24
Insurance Claim	\$609.69	-	\$609.69
Insurance Premium	\$63,410.35	-	\$63,410.35
Lift Phone	\$629.91	-	\$629.91
Lift Service Contract	\$9,330.19	-	\$9,330.19
Meeting Fees	\$1,552.50	-	\$1,552.50



Summary Financial Statement

Community Corporation 28285 Inc.
Address: 46 Sixth Street 47 Fifth Street Bowden, South Australia 5007
ABN: 90532204735

Version: 03.10.01

Date Printed 19/07/2024

Page 2

STRATA DATA

Pest Control	\$1,650.00	-	\$1,650.00
Plumbing Repairs & Maintenance	\$3,186.94	-	\$3,186.94
Roller Door Repairs & Maintenance	-	\$4,620.00	\$4,620.00
Security Contracts	\$1,201.20	-	\$1,201.20
Telephone & Line Rental	\$1,144.29	-	\$1,144.29
Water Charges	\$4,514.68	-	\$4,514.68
WHS Compliance	\$129.00	-	\$129.00
TOTAL OUTGOINGS	\$244,814.84	\$4,620.00	\$249,434.84

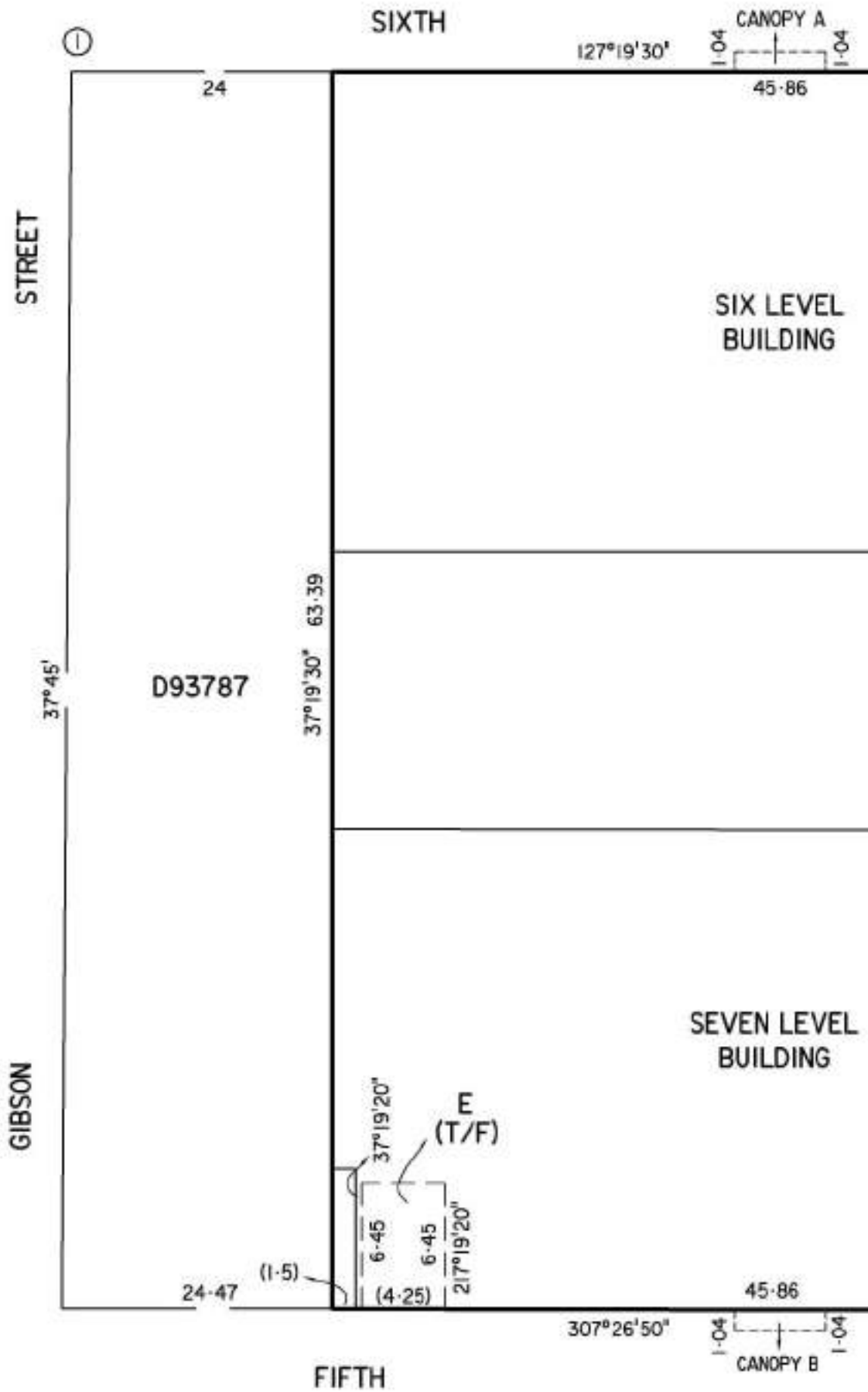
SUMMARY

OPENING BALANCE AS AT 01/10/2023	\$115,464.68	\$164,171.80	\$279,636.48
TOTAL INCOME	\$234,603.99	\$30,256.12	\$264,860.11
TOTAL OUTGOINGS	\$244,814.84	\$4,620.00	\$249,434.84
CLOSING BALANCE AS AT 30/06/2024	\$105,253.83	\$189,807.92	\$295,061.75
NET SURPLUS	(\$10,210.85)	\$25,636.12	\$15,425.27

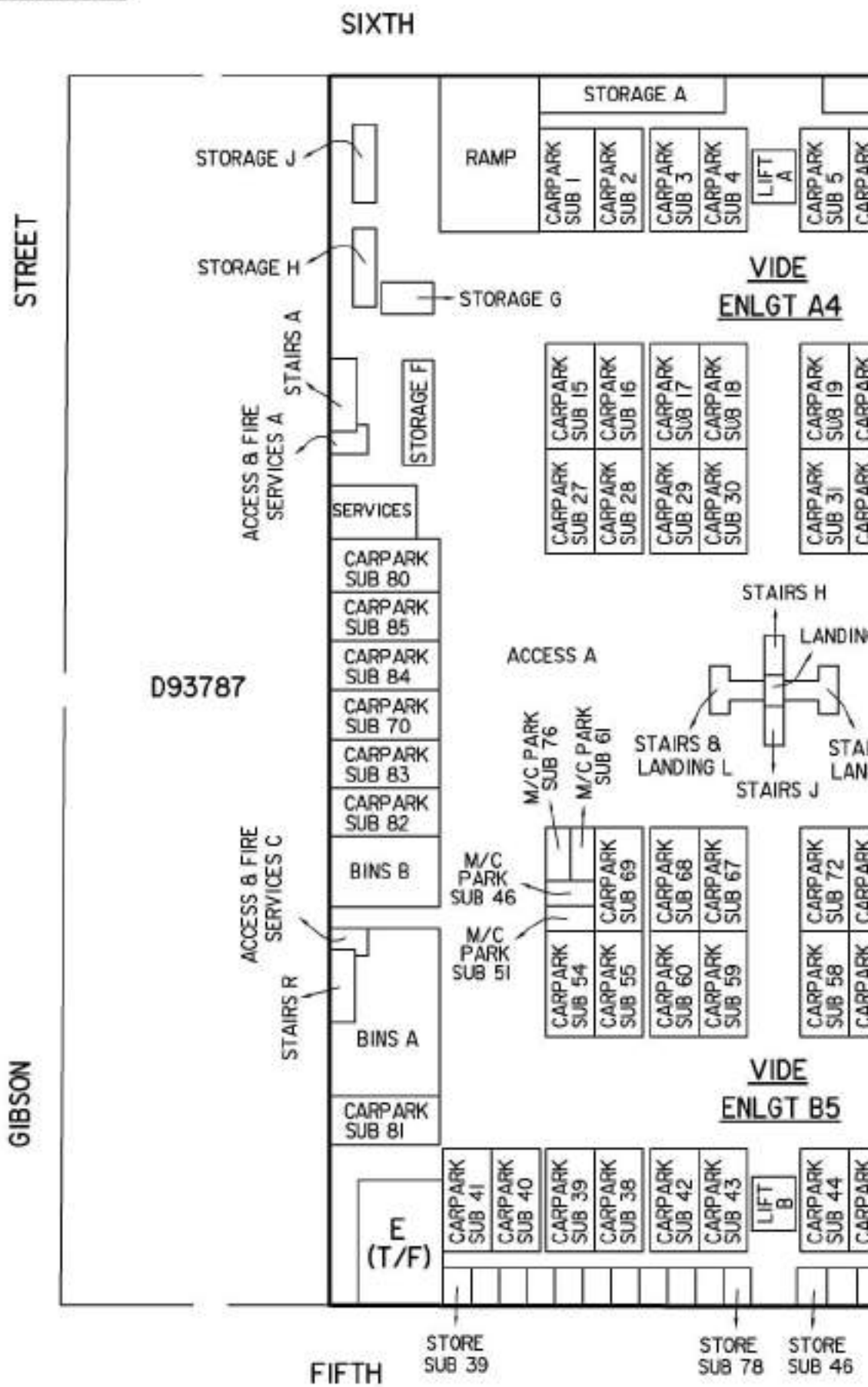
PURPOSE:	PRIMARY COMMUNITY	AREA NAME:	BOWDEN
MAP REF:	6628/41/D	COUNCIL:	CITY OF C
LAST PLAN:	D93787	DEVELOPMENT NO:	252/C064/
AGENT DETAILS:	FYFE PTY LTD LEVEL 3, 80 FLINDERS STREET ADELAIDE SA 5000 PH: 82019600 FAX: 82019650	SURVEYORS CERTIFICATION:	I Perry Ma infrastru the Comm 27th day o
AGENT CODE:	ALRF		
REFERENCE:	20765/14SC3-R10		
SUBJECT TITLE DETAILS:			
PREFIX	VOLUME	FOLIO	OTHER
CT	6138	133	
			PARCEL
			ALLOTMENT(S)
			NUMBER
			211
OTHER TITLES AFFECTED: CT 6139/728 , CT 6139/729 , CT 6139/730 , CT 6154/756 , Other / GRO MEM NO 97 BK 541 , CT 6			
EASEMENT DETAILS:			
STATUS	LAND BURDENED	FORM	CATEGORY
EXISTING	COMMON PROPERTY	SERVICE	EASEMENT(S)
			IDENTIFIER
			E(T/F)
ANNOTATIONS: PLAN PURPOSE IS INCORRECT AND SHOULD BE PRIMARY COMMUNITY STRATA ENCROACHMENT OF CANOPY A, STAIRS P, STAIRS Q AND ACCESS N OCCURS OVER SIXTH STREET ENCROACHMENT OF CANOPY B OCCURS OVER FIFTH STREET			

SITE PLAN

STA

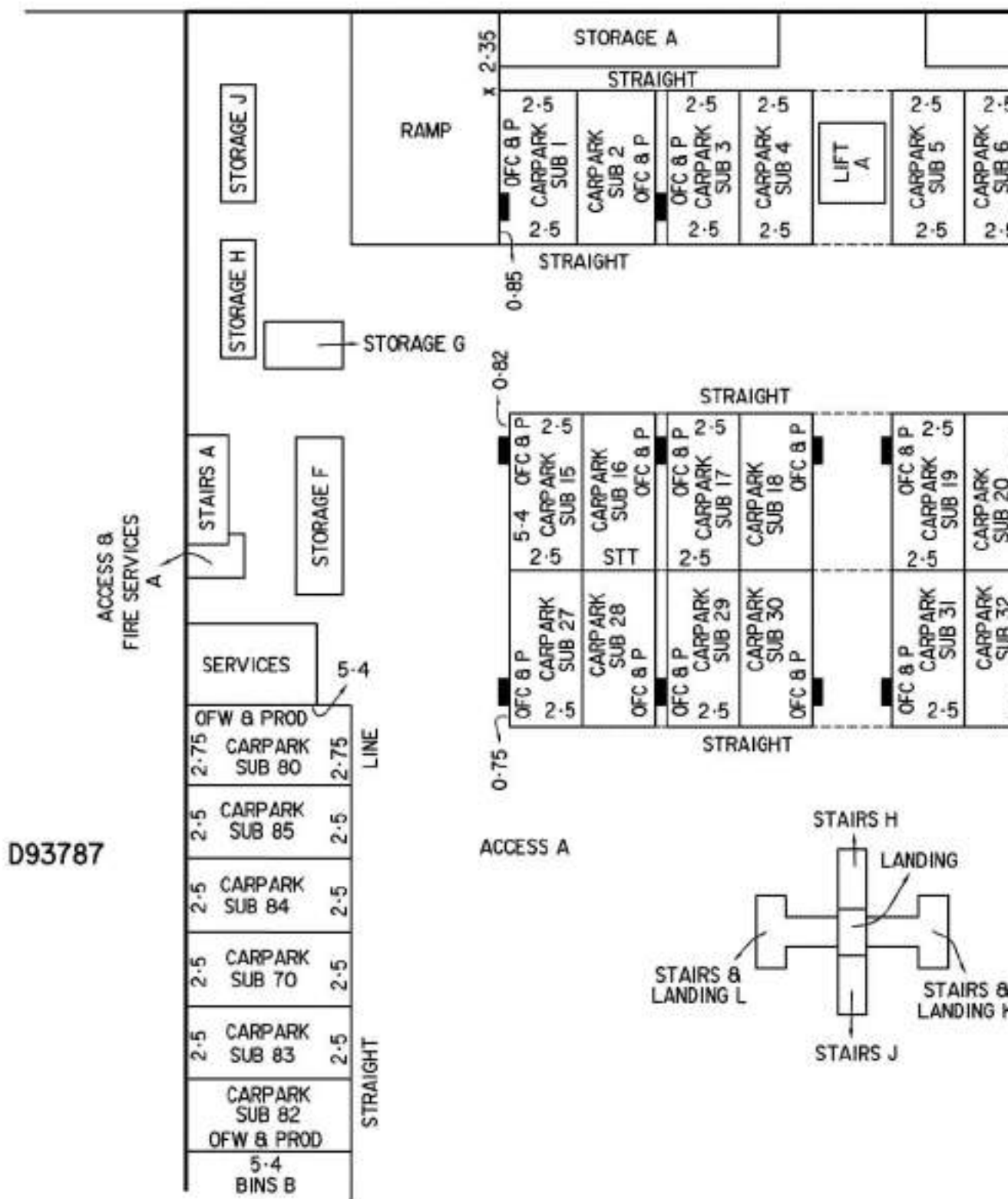


BASEMENT FLOOR PLAN



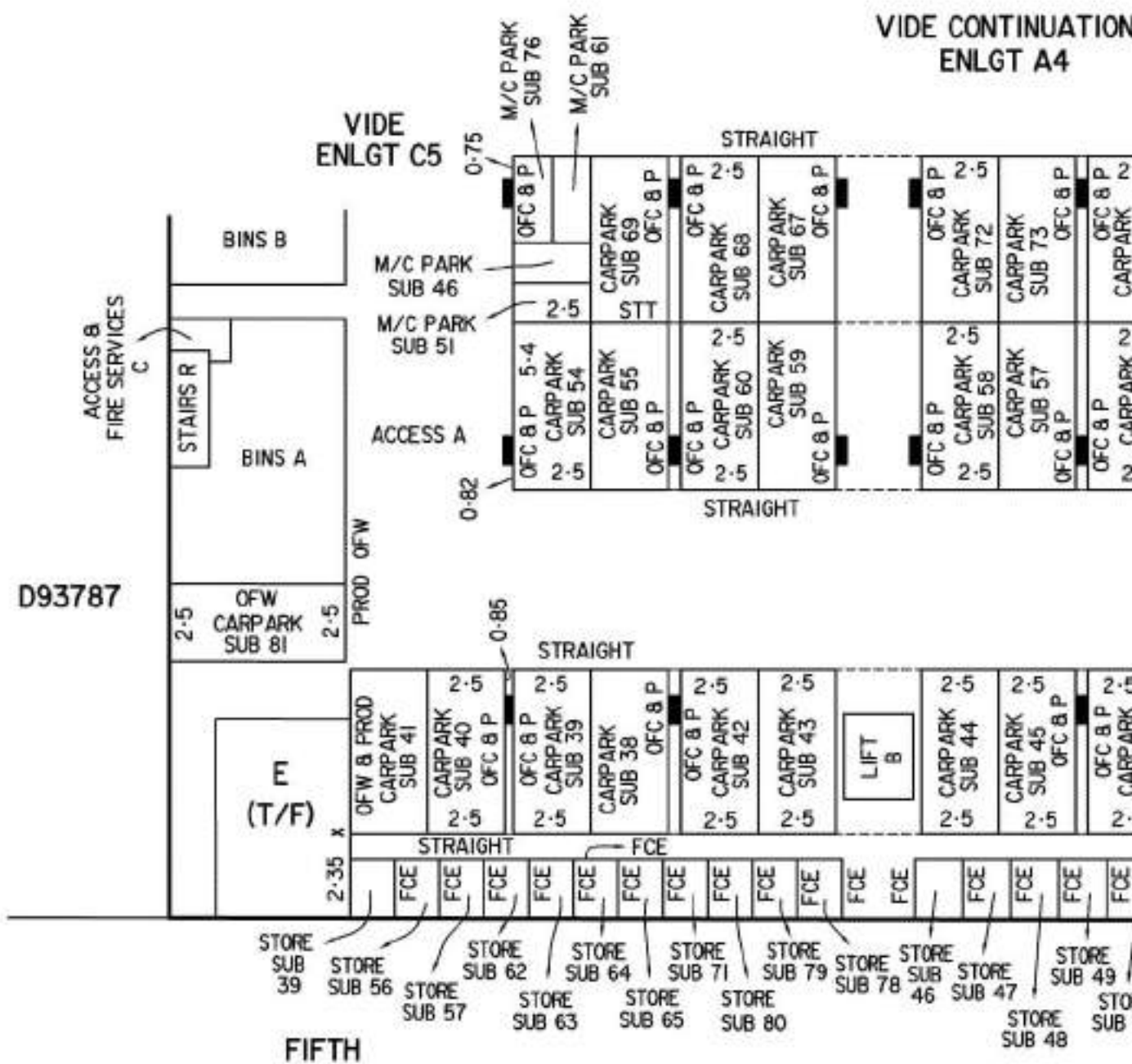
BASEMENT FLOOR PLAN

SIXTH



VIDE CONTINUATION
ENLGT B5

BASEMENT FLOOR PLAN



STREET

D93787

GIBSON

FIFTH

FIRST FLOOR PLAN

STREET

SIXTH

SERVICES L

BAL SUB 13

BAL SUB 12

BAL SUB 11

VOID

BAL SUB 10

SERVICES PP

11

INCL 2 SUBS
BAL, C/P

LIFT A

10

INCL 2 SUBS
BAL, C/P

ELECTRICAL
SERVICES A

SERVICES Q

SERVICES C

SERVICES M

SERVICES NN

VOID

VOID

VOID

VOID

VOID

STAIRS A

FIRE

SERVICES A

SERVICES V

SERVICES Z

SERVICES R

SERVICES W

SERVICES A

SERVICES

14

INCL 2 SUBS
BAL, C/P

SERVICES S

15

INCL 2 SUBS
BAL, C/P

16

INCL 2 SUBS
BAL, C/P

SERVICES T

BAL SUB 14

SERVICES U

BAL SUB 15

SERVICES Y

SERVICES DD

WALL

WALL

D93787

VOID

GIBSON

FIFTH

SERVICES G2

BAL SUB 55

SERVICES G3

WALL

BAL SUB 54

SERVICES F4

SERVICES F5

SERVICES F6

BAL SUB 53

NBN 9

55

INCL 3 SUBS
BAL, C/P,
STORE

SERVICES G16

54

INCL 3 SUBS
BAL, C/P, STORE

NBN 10

53

INCL 3 SUBS
BAL, C/P,
STORE

SERVICES G17

STAIRS R

SERVICES G15

SERVICES F10

SERVICES F9

SERVICES SERV

FIRE

SERVICES C

VOID

VOID

VOID

VOID

VOID

SERVICES F14

51

INCL 3 SUBS
BAL, M/C,
STORE

NBN 17

SERVICES F13

SERVICES G20

49

INCL 3 SUBS
BAL, C/P,
STORE

SERVICES G37

SERVICES G32

SERVICES G30

VOID

50

INCL 3 SUBS
BAL, C/P, STORE

NBN 16

SERVICES G36

LIFT B

48

INCL 3 SUBS
BAL, C/P, STORE

NBN 11

BAL SUB 51

BAL SUB 50

BAL SUB 49

VOID

BAL SUB 48

SERVICES G35

WALL

WALL

SECOND FLOOR PLAN

STREET

SIXTH

SERVICES L

BAL SUB 23

BAL SUB 22

BAL SUB 21

VOID

BAL SUB 20

23
INCL 1 SUB
BAL

SERVICES PP
22
INCL 2 SUBS
BAL, C/P

21
INCL 2 SUBS
BAL, C/P
ELECTRICAL
SERVICES A
SERVICES Q

LIFT A

20
INCL 2 SUBS
BAL, C/P

SERVICES NN

STAIRS A

FIRE

SERVICES A

SERVICES R

SERVICES S

SERVICES V

SERVICES W

SERVICES Z

SERVICES

24
INCL 2 SUBS
BAL, C/P

25
INCL 2 SUBS
BAL, C/P

26
INCL 2 SUBS
BAL, C/P

SERVICES

SERVICES T

BAL SUB 24

SERVICES U

BAL SUB 25

SERVICES Y

SERVICES DO

D93787

VOID

GIBSON

FIFTH

SERVICES G2

BAL SUB 65

SERVICES G3

BAL SUB 64

SERVICES F5

SERVICES F6

BAL SUB 63

NBN 19
INCL 3 SUBS
BAL, C/P,
STORE

SERVICES G6

SERVICES G7

64
INCL 3 SUBS
BAL, C/P, STORE

SERVICES F4

SERVICES G15

NBN 20

SERVICES F10

NBN 21

SERVICES F9

STAIRS R

FIRE

SERVICES C

SERVICES G32

SERVICES G30

SERVICES F14

NBN 28

61
INCL 3 SUBS
BAL, M/C,
STORE

NBN 27

60
INCL 3 SUBS
BAL, C/P,
STORE

SERVICES G20

59
INCL 3 SUBS
BAL, C/P,
STORE

SERVICES G2

58
INCL 3 SUBS
BAL, C/P, ST

VOID

BAL SUB 61

BAL SUB 60

BAL SUB 59

VOID

BAL SUB 58

SERVICES G35

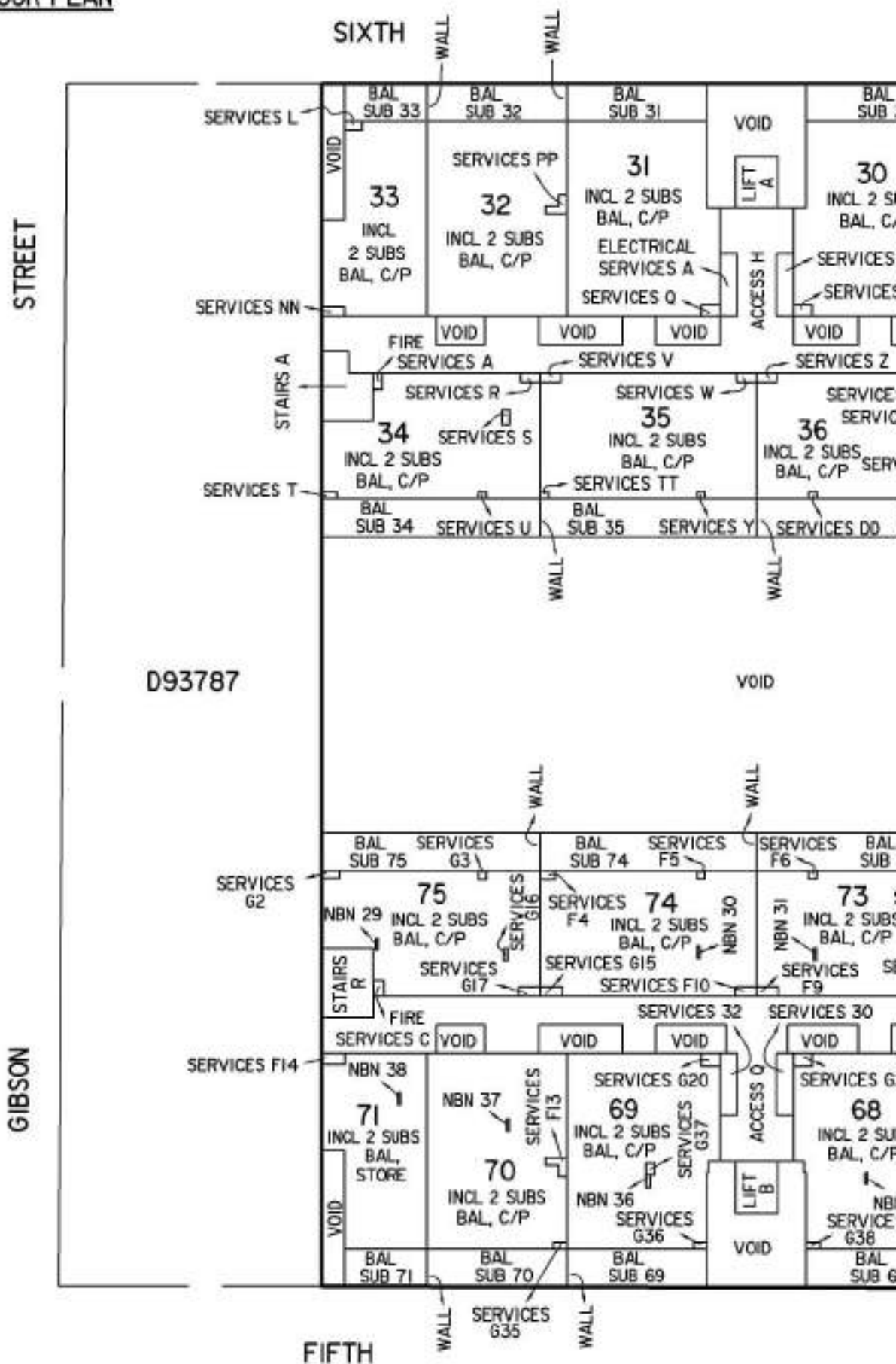
WALL

WALL

WALL

WALL

THIRD FLOOR PLAN



FOURTH FLOOR AND ROOF PLAN

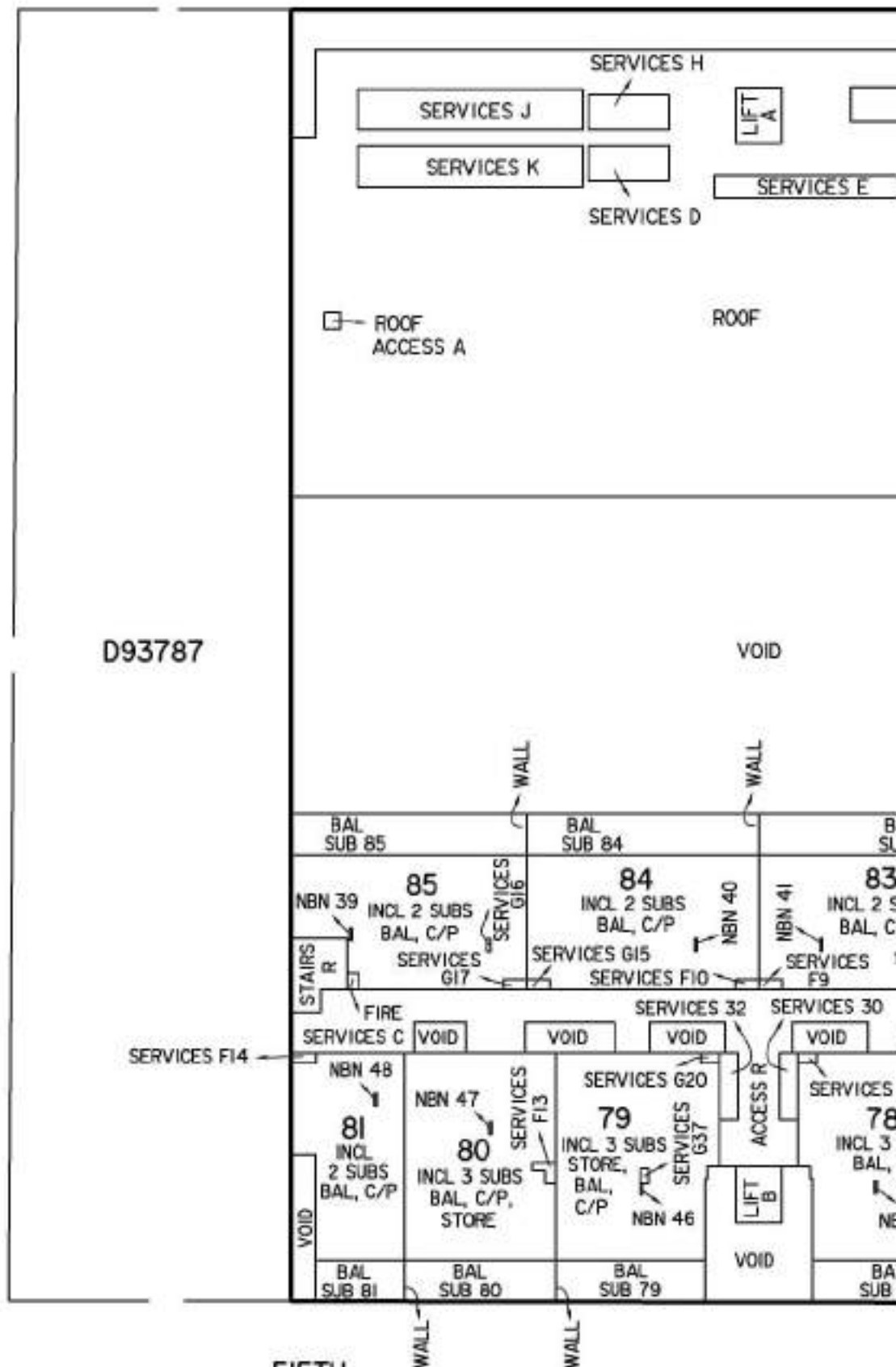
SIXTH

STREET

GIBSON

D93787

FIFTH



ROOF PLAN

SIXTH

STREET

D93787

VOID

GIBSON

ROOF

ROOF ACCESS B

SERVICES H

SERVICES C

SERVICES D

SERVICES A

SERVICES E

SERVICES B

VOID

1/8"

AWNING B

VOID

FIFTH

LOT ENTITLEMENT

SCHEDULE OF LOT ENTITLE	
LOT	LOT ENTITLEMENTS
1	131
2	130
3	138
4	116
5	122
6	122
7	116
8	92
9	117
10	123
11	123
AGGREGATE	

SUBSTITUTE SHE

LOT ENTITLEMENT

SCHEDULE OF LOT ENTITLE	
LOT	LOT ENTITLEMENTS
12	117
13	92
14	117
15	123
16	123
17	117
18	95
19	118
20	124
21	124
22	118
AGGREGATE	

SUBSTITUTE SH

LOT ENTITLEMENT

SCHEDULE OF LOT ENTITLE	
LOT	LOT ENTITLEMENTS
23	92
24	118
25	124
26	124
27	118
28	97
29	120
30	125
31	125
32	120
33	97
AGGREGATE	

SUBSTITUTE SH

LOT ENTITLEMENT

SCHEDULE OF LOT ENTITLE	
LOT	LOT ENTITLEMENTS
34	120
35	125
36	125
37	120
38	132
39	130
40	129
41	123
42	117
43	123
44	123
AGGREGATE	

SUBSTITUTE SH

LOT ENTITLEMENT

SCHEDULE OF LOT ENTITLE	
LOT	LOT ENTITLEMENTS
45	119
46	101
47	109
48	122
49	122
50	109
51	101
52	118
53	122
54	122
55	118
AGGREGATE	

SUBSTITUTE S

LOT ENTITLEMENT

SCHEDULE OF LOT ENTITLE	
LOT	LOT ENTITLEMENTS
56	95
57	119
58	123
59	123
60	119
61	93
62	119
63	123
64	123
65	119
66	94
AGGREGATE	

SUBSTITUTE SH

LOT ENTITLEMENT

SCHEDULE OF LOT ENTITLE	
LOT	LOT ENTITLEMENTS
67	120
68	125
69	125
70	120
71	95
72	120
73	125
74	125
75	120
76	92
77	122
AGGREGATE	

SUBSTITUTE SH

LOT ENTITLEMENT

SCHEDULE OF LOT ENTITLE	
LOT	LOT ENTITLEMENTS
78	127
79	127
80	122
81	95
82	123
83	128
84	128
85	123
AGGREGATE	10,000

SUBSTITUTE SI

Orig. LF 12134654



15:39 22-May-2014

2 of 2

Fees: \$0.00

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE
COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

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

Page
LF
Series No.

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by:

NORTH EAST CONVEYANCERS
PO BOX 4120

NEUB

Correction to:

NORWOOD SOUTH SA 5067

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

1.
2.
3.
4.
5.

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

ITEM	AGENT CODE

R-G 250505

PICK-UP NO.	
CP	28285

CORRECTION	PASSED
FILED 2/6/2014 REGISTRAR-GENERAL	

BY LAWS

COMMUNITY PLAN No. 28285 Inc

By Laws

Sixth Street Bowden SA 5007

BY-LAW 1 - DEFINITIONS, INTERPRETATION AND GENERAL.....	3
BY-LAW 2 - MANDATORY MATTERS.....	5
BY-LAW 3- VALUE OF VOTES CAST AT A GENERAL MEETING.....	6
BY-LAW 4 - INSURANCE.....	6
BY-LAW 5 - COMMUNITY CORPORATIONS RIGHT TO ENTER INTO CONTRACTS...	7
BY-LAW 6 - NO INAPPROPRIATE USE.....	7
BY-LAW 8 - GARBAGE.....	7
BY-LAW 10 - RESTRICTIONS ON PARKING.....	7
BY-LAW 11 - STATUTORY SERVICES.....	8
BY-LAW 12 - SECURITY AND ACCESS DEVICE.....	8
BY-LAW 13 - SERVICE OF NOTICE.....	8
BY-LAW 14 - RULES.....	8
BY-LAW 15 - COMMUNITY CORPORATION'S RIGHT TO RECOVER MONEY.....	8
BY-LAW 16 - COMMON PROPERTY.....	9
BY-LAW 17 - CONSTRUCTION ON COMMON PROPERTY.....	10
BY-LAW 18 - MANAGING, OPERATING AND MAINTAINING COMMON PROPERTY.....	10
By-LAW 19 - PERMITTED USE.....	10
BY-LAW 20 - KEEPING OF PETS.....	11
BY-LAW 21 - PEACEFUL ENJOYMENT.....	11
BY- LAW 22 - BALCONIES.....	11
BY-LAW 23 - FIXING OF SHUTTERS, BLINDS, SECURITY DEVICES AND FLY SCREENS.....	12
BY-LAW 24 - AERIALS, SOLAR ENERGY DEVICES AND SECURITY DEVICES.....	12
BY-LAW 25 - THINGS NOT IN KEEPING.....	12
BY-LAW 26 - MAINTENANCE OF BUILDING ON LOT.....	13
BY-LAW 27 - DELIVERY OF FURNITURE, GOODS, PLANT AND EQUIPMENT.....	13
BY-LAW 28 - PROPRIETOR AND OCCUPIER RESPONSIBLE FOR OTHERS.....	13
BY-LAW 29 - PROPRIETORS OBLIGATIONS DURING FIT OUT RENOVATIONS AND IMPROVEMENTS.....	13
Certificate as to preparation of By-laws.....	15

COMMUNITY TITLES ACT, 1996 MANAGEMENT BY-LAWS

IMPORTANT NOTICE

The terms of these By-laws are binding on the Community Corporation, the owners and occupiers of the community Lots and the development Lot or Lots (if any) comprising the scheme and persons entering the community parcel.

These By-laws relate to the control and preservation of the essence or theme of the Community Corporation and as such may only be amended or revoked by special resolution of the Community Corporation in accordance with Section 39 of the Community Titles Act (Regulations).

PART 1 – DEFINITIONS

BY-LAW 1 - DEFINITIONS, INTERPRETATION AND GENERAL

1. The following words have these meanings in the By-Laws unless the contrary intention appears:

"Act" shall mean the Community Titles Act 1996 as amended

"Annual General Meeting" means an annual general meeting of the Community Corporation other than the First Annual General Meeting.

"Authorised Person" means a person on the Community Parcel with the consent express or implied of a proprietor or occupier of a Lot, the Community Corporation or a Strata Corporation.

"Building Modification" means any modifications, addition, alteration or exterior colour change made on or to an existing building or structure on the Community Parcel

"By-Law" means a by-law included in these By-Laws.

"Common Property" means the common property created on deposit of the Community Plan.

"Community Corporation" means the corporation that is constituted on deposit of the Community Plan.

"Community Parcel" means the land the subject of the Community Scheme.

"Community Plan" means deposited plan number.

"Community Scheme" means:

- (a) the subdivision of land by Community Plan;
- (b) the subdivision of land in the Community Plan by a Secondary, Tertiary or Strata Plan;
- (c) the proposals in any related Development Contracts; and
- (d) the rights conferred, and the obligations imposed, by or under the Community Titles Legislation in relation to the Community Corporation, Common Property, the Strata Corporations and persons having interests in, or occupying Lots.

"Community Titles Legislation" means the Community Titles Act 1996 and amendments thereto.

"Development Activities" means:

- (a) any form of demolition work, building work or work ancillary to or associated with building work on the Community Parcel including, without limitation, the installation of Private Services;
- (b) any form of landscaping work or work ancillary to or associated with landscaping work on the Community Parcel;
- (c) the use of any part of the Community Parcel in connection with the forms of work referred to in paragraphs (a) and (b) of this definition; or
- (e) the subdivision of land forming part of the Community Parcel.

"First Annual General Meeting" means the General Meeting convened and held under section 79 of the Community Titles Act.

"Function" includes a power, authority, service, supply or duty.

"General Meeting" means:

- (a) an annual general meeting; or
- (b) a special general meeting of the Community Corporation.

"Landscape Modification" means any modification, addition or alteration made on or to an existing landscaped area on:

- (a) a Lot; or
- (b) Common Property

"Lot" means a Community Lot forming part of the Community Scheme.

"Management Committee" means the management committee of the Community Corporation as constituted or elected from time to time under the Community Titles Act.

"Private Service" means a service running through or servicing Lots, Common Property or Common Property which is not a Statutory Service.

"Residential Lot" shall mean a Lot used for Residential Purposes.

"Residential Purposes" shall have the same meaning as that in the Community Titles Act.

"Restricted Common Property" means those areas of the Common Property which have been designated by the Corporation as Restricted Common Property areas and allocated for use by an individual Lot or Lots for the purposes of storage or other purposes as determined by the Corporation from time to time.

"Rules" means the rules made in terms of By-Law 22.

"Security and Access Device" means a key, magnetic card or other device used to:

- (a) open and close doors, gates, building or locks; or
- (b) operate alarms, security systems or communication systems.

"Service Infrastructure" shall have the same meaning as set out in the Act

"Service Line" means a pipe, wire, cable, duct, conduit, pole or other means by which a Private Service is or is to be provided to Lots or the Common Property.

"Service Provider" means any statutory or government or semi government authority including, but not limited to SA Water, Telecom Australia, ETSA, and any other authorities or corporations assuming their Functions.

"Strata Lot" means a Community Lot created by a strata plan that is part of the Community Scheme.

"Strata Scheme" means a strata scheme that is part of the Community Scheme.

"Visitor Car Parking Spaces" means that part of the Common Property set aside by the Community Corporation as an area for visitor car parking.

2. In the By-Laws unless the contrary intention appears:
 - (a) a reference to an instrument, by-law or matter regulated by a by-law includes any variation or replacement of it;
 - (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - (c) the singular includes the plural and vice versa;
 - (d) the word "person" includes a firm, a body corporate, an association or an authority;
 - (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation persons taking by novation) and assigns; and
 - (f) a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later;
 - (g) headings are inserted for convenience and do not affect the interpretation of these By-Laws.
3. If the whole or any part of a provision of a By-Law is void, unenforceable or illegal, it is severed. The remainder of the By-Laws have full force and effect. This By-Law has no effect if the severance alters the basic nature of the By-Laws or is contrary to public policy.
4. The Community Corporation may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by the Community Corporation does not prevent a further exercise of that or of any other right, power or remedy. Failure by the Community Corporation to exercise or delay in exercising a right, power or remedy does not prevent its exercise.
5. The rights, powers and remedies provided in the By-Laws are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of the By-Laws.
6. A reference to an authority, institute, association or body or to any officer of them is in the event of that authority, institute, association, body or officer ceasing to exist or being reconstituted, renamed or replaced or of their respective powers or functions being transferred to any other organisation or person deemed to be a reference to the organisation or officer established, constituted or appointed in lieu of or as replacement for or which or who serves substantially the same purposes or subject of that authority, institute, association, body or officer.
7. Words or expressions which have the first letter capitalised are defined terms. Where such a word or expression is not expressly defined in the By-Laws it shall have the same meaning as it has in the Community Titles Legislation, unless the context otherwise requires.

PART 2 – MANDATORY BY-LAWS

BY-LAW 2 - MANDATORY MATTERS

1. The Community Corporation is responsible for the control, management, operation, maintenance and repair of the Common Property and must keep the Common Property free of graffiti and in good repair and shall maintain all chattels fixtures and fittings installed upon the Common Property.
2. The Community Corporation is empowered to make rules and regulations relating to the

management and operation of Common Property.

3. The proprietor or occupier of each Lot must comply with any Rules made by the Community Corporation in relation to the letterboxes or the delivery of mail.
4. The Community Corporation must ensure that a separate letterbox for delivery of mail by Australia Post is available for use by the proprietor or occupier of each Lot. Each letter box is to display the sign "Australia Post Only".
5. The Community Corporation may establish a Management Committee to be conducted in accordance with Division 3 Part 90 of the Act. The Management Committee shall be responsible to the Corporation for the administration, management and control of the Common Property except with regard to matters relating to:
 - a. maintenance, upgrades or improvements to the Common Property where the item considered exceeds the predetermined value established at a full meeting of the Secondary Corporation;
 - b. the Corporation's insurance obligations under the Act;
 - c. any matter requiring special or unanimous resolution in accordance with the Act

BY-LAW 3- VALUE OF VOTES CAST AT A GENERAL MEETING

The number of votes that may be cast in respect of each Residential Lot at a general meeting of the community corporation shall be in accordance with section 87 of the Act.

PART 3 – COMMUNITY PARCEL

BY-LAW 4 - INSURANCE

1. The Community Corporation must review, on an annual basis:
 - a. all insurance effected by it; and
 - b. the need for new or additional insurances.
2. Notice of an Annual General Meeting must:
 - a. include a form of motion to decide whether insurance's effected by the Community Corporation should be confirmed, varied or extended; and
 - b. for every alternate Annual General Meeting be accompanied by a written valuation of all buildings, structures and other improvements on Common Property made by a qualified valuer.
3. The Community Corporation must immediately effect new insurance's or vary or extend insurance's if there is an increase in risk or a new risk to Common Property or the Community Corporation.
4. A proprietor or occupier of a Lot must not, except with the approval of the Community Corporation, do anything that might:
 - a. void or prejudice insurance effected by the Community Corporation; or
 - b. increase any insurance premium payable by the Community Corporation.
5. The proprietor of each Lot is required to effect Public Liability Insurance cover for an amount of \$20,000,000 or other amount as determined by the Community Corporation from time to time to cover any person or persons whilst they are in or on the proprietors Lot.

The proprietor shall provide evidence of such insurance cover as and when requested by the Corporation.

BY-LAW 5 - COMMUNITY CORPORATIONS RIGHT TO ENTER INTO CONTRACTS

1. The Community Corporation may, on its behalf or on behalf of each Community Scheme, contract with persons to:
 - a. provide management, operational maintenance and other services in connection with Common Property;
 - b. provide services or amenities to the proprietors or occupiers of Lots; and
 - c. provide other services or amenities to Common Property, or the proprietors and occupiers of the Lots.

BY-LAW 6 - NO INAPPROPRIATE USE

1. The proprietor or occupier of a Lot must not use any thing on the Community Parcel for any purpose other than that for which it was constructed or provided.

BY-LAW 7 - FIXING OF SIGNS

1. The proprietor or occupier of a Lot must not, except with the approval of the Community Corporation, fix or place any sign, placard, banner, notice board or advertisement sticker or transfer:
 - a. on the outside of the building on a Lot, or on the inside of a Lot where it can be seen from outside of the Lot or on any building containing a Lot;
 - b. on any structure erected on a Lot;
 - c. on or adjacent to the surface of any window of any building on a Lot or any building containing a Lot;
 - d. on any open space area of a Lot; or
 - e. on any Common Property.

BY-LAW 8 - GARBAGE

1. The Community Corporation must provide an area for storage of garbage in accordance with the requirements of the Community Corporation as determined from time to time.
2. The proprietor or occupier of a Lot must dispose of any rubbish or other materials in accordance with the refuse management policies passed from time to time by the Corporation.
3. The proprietor of a Lot shall be responsible for any additional cost incurred by the Corporation for non observance of proper rubbish disposal practices whether caused by the proprietor or an authorised occupier of the Lot.

BY-LAW 10 - RESTRICTIONS ON PARKING

1. A proprietor or occupier of a Lot must not park a vehicle, boat or trailer except in an area designated by the Community Corporation from time to time as being an area where a vehicle, boat or trailer may be parked by a proprietor or occupier of a Lot.
2. A proprietor or occupier of a Lot or their invitees or agents must not park or stand a motor vehicle in a parking space allocated to another lot, or allocated to another member of the Community Scheme, or on any part of the Community Parcel on which the parking or standing of a motor vehicle is not authorised by the Corporation and or the Management Committee. The Corporation shall in addition to any other power, authority, duty and function imposed or conferred upon it have the power to issue fines in accordance with the

Act and to pass on to the owner of the vehicle parked or standing in contravention of these bylaws any cost or associated costs with non-compliance including but not limited to alarm call out fees.

3. A proprietor or occupier of a Lot or their invitees or agents must not permit any bicycle to be stored other than in any area of the Community Parcel designated by the Corporation and or the Management Committee for such purposes and that area is fitted with suitable devices for storage and security of bicycles.

BY-LAW 11 - STATUTORY SERVICES

1. The Community Corporation shall be responsible for the maintenance repair and replacement of service lines in respect of water, sewerage, stormwater, electricity, gas and telephone services to the scheme.
2. Separate water and electricity meters are fitted for each Lot and Common Property.
3. Separate Gas meters are not be fitted. Costs are allocated to each Lot on a pro rata basis using water usage as the basis for allocation.

BY-LAW 12 – SECURITY AND ACCESS DEVICE

1. The Community Corporation may recover a reasonable fee for any additional security and access device required by a proprietor
2. A proprietor must exercise a high degree of responsibility in making security and access devices available to any occupier and must use all reasonable endeavours to ensure security and access devices remain in appropriate hands.
3. A proprietor or occupier of a Lot must not without the Corporation's written consent, duplicate or permit to be duplicated any security device or access device and must take all reasonable precautions to ensure that security and access devices are lost.
3. A proprietor or occupier must promptly notify the Corporation if a security or access device is lost, destroyed or stolen.

BY-LAW 13 - SERVICE OF NOTICE

1. A notice from the Community Corporation to the proprietor or occupier of a Lot shall be deemed to have been sufficiently served if left on the Lot or addressed to the proprietor of a Lot at the proprietor's address last known to the Corporation and posted by normal postal methods. Any notice served by normal mail shall be deemed to have been delivered two working days after being posted by the Corporation (or its agent).

BY-LAW 14 - RULES

1. The Management Committee shall have the power to issue a set of rules which it may amend from time to time to ensure that the proprietors and occupiers of a Lot have proper use and enjoyment of their Lot and the Common Property areas.
The Rules in force from time to time shall be as enforceable by the Corporation as if those rules formed part of these By-Laws.

BY-LAW 15 - COMMUNITY CORPORATION'S RIGHT TO RECOVER MONEY

1. The Community Corporation may recover any money owing to it under the By-laws as a debt.
2. A proprietor or occupier of a Lot must pay or re-imburse the Community Corporation on demand for the costs charges and expenses of the Community Corporation in connection

with contemplated or actual enforcement, or preservation of any rights under the By-laws in relation to the proprietor or occupier.

3. The costs, charges and expenses recoverable by the Community Corporation shall include without limitation, those expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration costs in connection with those events.
4. The Community Corporation may charge interest on any overdue monies owed by a proprietor or occupier of a Lot to the Community Corporation at the rate of 15% per annum or any other rate as approved by the Management Committee from time to time.

PART 4 – COMMON PROPERTY

BY-LAW 16 - COMMON PROPERTY

1. Subject to the Communities Titles Act and these By-Laws, Common Property is available for use by the proprietors and occupiers of the Lots, their invitees and other authorised Persons.
2. The Community Corporation may restrict certain areas of the Common Property for use by certain individual Lot owners at the discretion of the Corporation from time to time in which case the Community Corporation may recover costs as determined by the Community Corporation from those Lot owners enjoying the Restricted Common Property areas.
3. The Community Corporation must impose contributions for the costs associated with the control, management, operation, maintenance and repair of the Common Property.
4. The proprietor or occupier of a Lot must not, except with the approval of the Community Corporation, leave any sign board, display, merchandising stand, merchandise or anything other thing on Common Property or obstruct the use of the Common Property.
5. The proprietor or occupier of a Lot must not damage Common Property including without limitation, any paved area, landscape feature, lawn, garden, tree, shrub, plant or flower which is part of or situated on Common Property. The Lot owner shall be responsible to the Community Corporation for any costs to repair or replace Common Property irrespective of whether the damage was caused by the owner of the Lot or the occupier of the Lot.
6. The proprietor or occupier of a Lot must not, except with the approval of the Community Corporation or pursuant to By-Laws in force in the Community Parcel, use for his own purpose any part of the Common Property.
7. The following activities are prohibited on the Common Property unless consented to or authorised by the Community Corporation:
 - a. riding bicycles or motor scooters in Common Property areas other than those designated or designed to carry other vehicles or permitting bicycles or motor scooters to be stored or left in areas not specifically set aside for that purpose;
 - b. using scooters, skate boards, roller-skates or rollerblades;
 - c. playing ball games of any kind;
 - d. singing, busking or playing a musical instrument;
 - e. smoking, drinking alcohol;
 - f. camping or sleeping overnight or rummaging through waste receptacles;
 - g. Washing, servicing or repair of any vehicle unless such repair is urgent and of a minor nature (eg attendance by a motoring organisation)
 - h. using any offensive language;

- i. wearing clothing or be clad in a manner which is deemed to be inappropriate.
8. The proprietor or occupier of a Residential Lot must not allow or accept deliveries of goods, furniture, plant, equipment stock or merchandise to remain on the Common Property. All such deliveries shall be received and dealt with as set out in By-law 18 and 27.
9. The proprietor or occupier of a Residential Lot must ensure that any spillage of liquid or other matter on the Common Property area near their Lot (whether caused by the proprietor or occupier or not) is cleaned away quickly and in a manner which ensures the safety of other users of the Common Property.
10. The proprietor or occupier of a Lot must not use the Common Property area in such a manner whereby it will interfere with the use and enjoyment of the Common Property by others.
11. The proprietor or occupier of a Lot must give notice to the Community Corporation of any damage to or to defect in the Common Property immediately he becomes aware of it.
12. The proprietor or occupier of a Lot shall be responsible for any Security Key or Keys provided to the proprietor or occupier and in the event that a Security Key is lost, damaged or retained by another party then the proprietor shall be responsible for all costs associated with the replacement of the Security Key and other costs which may arise as a result of the lost, damaged or missing Security Key.
13. A person must not damage or interfere with any lawn, garden, tree, shrub, plant, flower, building structure or ancillary service on the Common Property unless that person shall have the authorisation to do so by the Community Corporation.

BY-LAW 17 - CONSTRUCTION ON COMMON PROPERTY

1. The proprietor or occupier of a Lot must not, except with the approval of the Community Corporation make any Building Modification to the Lot or undertake any Development Activities, Landscape Modification or:
 - a. construct any building or other structure including, without limitation, any fence, screen, pergola or awning on Common Property;
 - b. attach any item as a fixture or otherwise to Common Property; or
 - c. alter Common Property.

BY-LAW 18 - MANAGING, OPERATING AND MAINTAINING COMMON PROPERTY

1. The Community Corporation may contract with persons to provide management, operational, maintenance, and other services in connection with Common Property.
2. The Community Corporation may prepare and issue a set of Rules to be observed by each owner or occupier of the residential community lots which set out the terms and condition of use for the Common Property areas and the owner and occupier of each of the Lots shall abide by and enforce the observance of those rules by their employees customers and clients and other parties who may have cause to visit the community scheme.

PART 5 - USE OF COMMUNITY LOTS

By-LAW 19 - PERMITTED USE

1. A Residential Lot shall not be used or occupied for any purpose other than Residential

Purposes.

2. Proprietors or occupiers may not alter the external appearance of their Lot without the written approval of the Community Corporation.

BY-LAW 20 - KEEPING OF PETS.

1. The proprietor or occupier of a Lot may, subject to this By-Law and By-Law 21, keep a dog or cat on the Lot.
2. Any other pet, or pets additional to those allowed for in 20.1 above shall not be kept on the Lot without the written approval of the Community Corporation.
3. Notwithstanding By-law 20.1 above, but subject to By-Law 21, a proprietor or an occupier of a Lot or a visitor to the Community Parcel who suffers from a disability, may keep or use a dog that is trained to assist in respect of that disability.
4. Where a proprietor or occupier of a Lot brings or keeps a pet on the Lot or any part of the Common Property, that proprietor or occupier is:-
 - a. liable to the proprietor or occupier of other Lots and all other persons lawfully on the Common Property for any noise which is disturbing to an extent which is unreasonable and for damage to or loss of property or injury to any person caused by the pet; and
 - b. responsible for cleaning up after the pet has used any part of another Lot or any part of the Common Property.
5. In the event that any pet is deemed to be a nuisance unruly or unsuitable to be kept on a Lot, the Community Corporation or the Management Committee is empowered to require the pet to be removed from the Community Parcel by issuing a notice to remove the offending pet from the Community Parcel upon the pet owner and the pet owner shall remove the pet from the Community Parcel in accordance with that notice.

BY-LAW 21 - PEACEFUL ENJOYMENT

1. A proprietor or occupier of a Lot shall not interfere with the quiet enjoyment of another Lot or an occupier of another Lot or the Common Property.
2. A proprietor or occupier of a Lot shall not upon that Lot or the Common Property create any noise or undertake any activity, or allow any permitted pet to create any noise or undertake any activity, which interferes or is likely to interfere with the peaceful enjoyment of another Lot or an occupier of another Lot or of any person lawfully using the Common Property.
3. A proprietor or occupier of a Lot shall not interfere with any Service Line or make any unauthorised or illegal connection to the Service Lines installed by a Service Provider.

BY-LAW 22 - BALCONIES

A Lot holder or Occupier of a lot with a balcony attached is **prohibited** from using the balcony for:

- 1 hanging laundry, washing or clothing out to dry or air in public view or to store, place, display or hang any chattel or item (including without limitation any item of clothing) on or from a balcony or terrace forming part of the Lot and or Common Property without the consent of the Corporation except for pot plants and gas fired barbeques, air-conditioning units, bicycles, outdoor chairs and tables;
- 2 flying flags or banners or erecting or locating other forms of advertising or promotional material;
- 3 letting off fireworks;
- 4 deliberate throwing or dropping materials or objects, and must make every reasonable precaution to prevent items from blowing or dropping off the balcony of the Lot;

- 5 emitting amplified music or other broadcasting so as to cause a nuisance or interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the relevant balcony or adjacent to the Community Parcel;
- 6 storage of rubbish bins;
- 7 exercise equipment;
- 8 The proprietor or owner of a lot must not wash down, sweep or clean balconies, or water plants on balconies which results in surplus water, dust or debris running or falling from the edge of the balcony.
- 9 installing or permitting any lining or covering to enclose or attempt to enclose the balcony of the Lot.

BY-LAW 23 - FIXING OF SHUTTERS, BLINDS, SECURITY DEVICES AND FLY SCREENS

1. The proprietor or occupier of a Lot must not, except with the approval of the Community Corporation:
 - a. fix shutters, blinds, canopies or awnings to the outside of a building on a Lot or the outside of a building containing a Lot;
 - b. fix bars, screens, security doors or other security devices, to the outside of a building on a Lot or the outside of a building containing a Lot.
2. The proprietor or occupier of a Lot must not install or use any security system or device having a siren or flashing light.
3. A proprietor or occupier of a Lot shall not install or permit the installation of any window furnishings to the interior of any window without the approval of the Corporation unless the colour visible externally to the lot is white, off-white or cream.

BY-LAW 24 - AERIALS, SOLAR ENERGY DEVICES AND SECURITY DEVICES

1. The proprietor or occupier of a Lot must not, except with the approval of the Community Corporation, construct, install or attach:
 - a. any television, radio or other aerial, antenna, dish or tower or any other transmitting or receiving device;
 - b. any solar energy collector panels and equipment associated with them;
 - c. any energy conservation equipment; or
 - d. a solar hot water system and equipment associated with it;to the outside of any building on a Lot or the outside of any building containing a Lot or a structure on a Lot.
2. The Lot owner or occupier of a Lot must not install or use any security system or device having a siren or flashing light.

BY-LAW 25 - THINGS NOT IN KEEPING

1. The proprietor or occupier of a Lot must not, except with the approval of the Community Corporation, construct, install or maintain on or in a Lot any thing which can be seen from outside the Lot and which in the reasonable opinion of the Community Corporation is not in keeping with overall desired appearance of the Scheme.
2. The proprietor or occupier of a Lot must not except with the written consent of the Community Corporation use or store any inflammable liquid or substance on their Lot or Common Property areas other than those substances being used by the proprietor or Lot occupier's business.

BY-LAW 26 - MAINTENANCE OF BUILDING ON LOT

1. The proprietor or occupier of a Lot must keep the Lot clean and tidy and in good repair and condition.
2. The Community Corporation may give a notice to the proprietor or occupier of a Lot requiring him to comply with the terms of this By-Law.
3. If the proprietor or occupier of a lot plans to undertake any maintenance activities other than normal day to day upkeep of the lot they must comply with By Law 29 Proprietors Obligations During Fit Out Renovations and Improvements.

BY-LAW 27 - DELIVERY OF FURNITURE, GOODS, PLANT AND EQUIPMENT

A proprietor or occupier of a lot shall comply with and observe the following conditions and restrictions as to delivery or movement of goods, furniture or Plant and Equipment to and from a Lot:

1. The Lot holder or Occupier must give the Corporation two clear days notice of their intention to move goods, furniture or Plant and Equipment to and from a Lot to ensure lift protection devices are installed if necessary.
2. goods, furniture or Plant and Equipment may be delivered to and from a Lot only through such entrances at such times and in such manner as will ensure minimum interference with persons using the entrances or Common Property and will be subject to the prior approval of and must be delivered under the supervision of the Corporation; and
3. goods, furniture or Plant and Equipment shall not be left on the Common Property at any time and if so left may be removed by the Corporation at the expense and risk of the Lot holder.

BY-LAW 28 - PROPRIETOR AND OCCUPIER RESPONSIBLE FOR OTHERS

1. A proprietor or occupier of a Lot must take all reasonable steps to ensure that an Authorised Person complies with the By-Laws.
2. If an Authorised Person does not comply with the By-Laws then the proprietor or occupier must withdraw the consent of the person to be on the Community Parcel and request that person to leave the Community Parcel.
3. If the By-Laws prohibit a proprietor or occupier of a Lot from doing a thing, the proprietor or occupier must not allow or cause another person to do that thing.
4. Where the proprietor of a Lot is not the occupier of the Lot then the proprietor must inform the Corporation as to the identity of the occupier and ensure that the occupier has received a copy of the By-Laws relating to the Community Parcel.

BY-LAW 29 - PROPRIETORS OBLIGATIONS DURING FIT OUT RENOVATIONS AND IMPROVEMENTS

1. Before commencing any fit out, renovations and improvements to a Lot, the proprietor of a Lot must obtain all of the necessary approvals from any applicable government and statutory authority and approval from the Community Corporation of the works to be undertaken to enable the Corporation to establish requirements for the movement of materials to and from the Lot and establish agreed hours for the work to be carried out to ensure minimum disruption to other proprietors and occupiers of other Lots.
2. An approval of the Corporation shall be provided in writing to the proprietor and shall incorporate the requirements of the Corporation while the approved work is being carried out.

A copy of the Corporation's written approval is to be given to all contractors and a copy is to be displayed prominently on the Lot to ensure the tradespeople are aware of the conditions imposed by the Corporation during the construction period.

a). Matters which the Corporation may require may include but are not limited to are:

- i. requirements to ensure the Common Property is protected against damage
- ii. Common Property is kept clear of any rubbish and debris
- iii. appropriate insurance is put in place against damage to persons and property which may be caused or may arise out of the prescribed works
- iv. Work is carried out by licensed tradespeople, and the tradespeople and workmen will carry out their work in a workman like manner, shall be decently attired and will work in a manner which will keep noise (including radios and other amplifiers), dust, bad language and inconvenience to other Lot occupiers to a minimum
- v. The Corporation is able to inspect the work being undertaken from time to time until the prescribed works are complete given reasonable notice by the Corporation
- vi. all rubble or refuse arising from the performance of such prescribed works must not be disposed of in domestic garbage bins but must be disposed of as directed by the Corporation
- vii. where such person proposes to remove and replace the floor covering to the floor of any part of a Lot and where such person proposes to replace the existing floor covering with a hard surface floor covering, then except where such person has obtained the consent of the Corporation, the person must insert an acoustic underlay that is state of the art at the time of installation between the floor and the hard floor covering.


3. Any damage to either the Primary Common Property or the Secondary Corporation shall be rectified to the satisfaction of the relevant Corporation at the cost of the Lot holder within a reasonable time.

All rubbish and debris from the works shall be removed from the site as directed by the Community Corporation and the rubbish receptacles used in the normal course are not to be used for disposal of rubbish or debris from the works.

4. Damage to the Common Property or Service Lines caused during the completion of works shall be rectified by the proprietor to the satisfaction of the Community Corporation failing which the Community Corporation shall cause the repairs to be effected and recover the costs from the proprietor.

Certificate as to preparation of By-laws

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


.....
Signature

MARK PATKOWSKI
.....

Name

32A KENSINGTON RD ROSE PARK
.....

Address

RESOLUTIONS AFFECTING COMMUNITY CORPORATION 28285 INC

DISCLAIMER - Strata Data will not be held liable for any missing, incomplete or incorrect information provided prior to the commencement of our management: 25/11/2015

THE RELEVANT MINUTES should be consulted for the precise wording of resolutions.

DATE	RESOLUTION
-------------	-------------------

25/11/2015	Interest Applied on Overdue Levies
-------------------	---

That if a levy is not paid on the date by which it becomes due and payable in accordance with a Resolution of the Corporation, the Corporation resolves to apply interest charges on those levies at a rate of 10% per annum

Corporations Right to Recover Money

That the Corporation may recover any money owing to it under the Community Titles Act s114 (7), (8) or the by-laws as a debt. An owner of a Community lot must pay or reimburse the corporation on demand, the costs, charges and expenses of the Corporation in connection with contemplated or actual enforcement, or preservation of any rights under the by-laws in relation to the owner or occupier. The Corporation further empowers Strata Data to act on its behalf in the recovery of monies owed to it and to take the necessary steps to ensure that this motion is complied with

16/05/2016	Blanket Approval to Install Awnings
-------------------	--

That approval be granted to Lot owners to install, at their Apartment/Lot respectively, external awnings subject to the following conditions being met and adhered to; that all costs for the installation ongoing maintenance and or removal be borne by the respective Apartment/Lot owner, that when installed the awnings be maintained in a safe condition, that all fixings be 316 marine grade, that when installed the awnings not be allowed to deteriorate into a condition whereby they will detriment the overall aesthetic of the property as a whole, that upon removal the external appearance of the property be reinstated to its original condition, that awnings when installed do not encroach onto property belonging to other parties (Council & or Neighbours), or common areas of the property, that any required Council approval be sought and gained by the respective Apartment/Lot owner prior to any installations being carried out, that the style type & colour of awnings be to match specifications as set by the Management Committee, that applications for any new awnings be presented to the Management Committee for approval prior to any installations being carried out and that all installations be carried out by an appropriately licenced qualified and insured tradesperson.

21/08/2017	Awning Installation Lot 37 (Apartment 310, Stage 1)
-------------------	--

That approval be granted to the owner of Lot 37 (Apartment 310, Stage 1) to install, at their Apartment/Lot, an external awning subject to the following conditions being met and adhered to; that all costs for the installation ongoing maintenance and or removal be borne by Lot 37 (Apartment 310, Stage 1) owner, that when installed the awning be maintained in a safe condition, that all fixings be 316 marine grade, that

when installed the awning not be allowed to deteriorate into a condition whereby they will detriment the overall aesthetic of the property as a whole, that upon removal the external appearance of the property be reinstated to its original condition, that awning when installed does not encroach onto property belonging to other parties (Council & or Neighbours), or common areas of the property, that any required Council approval be sought and gained by Lot 37 (Apartment 310, Stage 1) owner prior to any installations being carried out, that the style type & colour of awnings is to match the specifications as per the resolution of the Corporation dated 16/05/2016. That this installation be carried out by an appropriately licenced qualified and insured tradesperson. That the proposed plan of the Awning is attached and the colour of the fabric shall be 'Blackstone'.

04/12/18 Sinking Fund Analysis

That the Body Corporate resolves to adopt the "Sinking Fund Forecast" prepared by Independent Inspections as distributed with the agenda of, and discussed at, this meeting. Works proposed and recommended contribution levels are to be reviewed by the Body Corporate at its Annual General Meetings, every third year.

Insurance Excess

That the cost of the insurance excess be borne by the Lot from which the claim originated only if the claim is caused due to deliberate or malicious or negligent instance. 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 Lot owner's alteration and/or addition is made, the responsibility of the insurance excess relating to that claim be borne by that Lot owner.

Water Usage Charges for Individual Apartments

That SA water be advised to invoice the water usage charges to the lot owners apportioned by respective LEV.

03/12/19 Sinking Fund Analysis

That the Body Corporate resolves not to adopt the "Sinking Fund Forecast" . Works proposed and recommended contribution levels are to be reviewed by the Body Corporate at its Annual General Meetings, every third year.

8/12/2021 Additional Cat Approval for Lot 34

That Lot 34 (proposed new owner) be approved to house a total of 2 cats for the term of their natural lives.

Details of the cats are:

Benzie, domestic short hair cat, desexed male, 2.5 years

Rozie, domestic short hair, desexed female, 2.5 years

That the pets are approved and the Corporation reserves the right to remove the pets if they cause nuisance to the other residents of the building.

08/12/2021 Related Costs for Recovery of Outstanding Money

That the Body Corporate seek to recover overdue levies which remain unpaid after a period of four weeks from the due date, having first notified the owner of proposed action. Related costs associated with the recovery of outstanding money shall be levied as a debt against the unit.

- 08/12/2022 Lot 5 (G05 sixth street) Approval to Install EV Charge in its Car Space**
That Lot 5 owner be permitted to install an EV charger in its car space. That this be installed only in the car parking space/bay of G05 and all costs of repairs, maintenance, insurance etc. be the responsibility of the owner and any damage to the common area shall be rectified by the owner of Lot 5 without delay. That the owner is also responsible to install an independent sub meter for the power reading and engage an independent reading to reimburse the costs of the power used to the Corporation (as per the frequency agreed).
- Lot 77 (402 – 47 fifth street) Approval for 2 Cats**
That Lot 77 (402 – 47 fifth street) be approved to house 2 indoor cats. That if the pets cause nuisance to other residents, the Corporation reserves the right to have the pets removed.
- 24/10/2024 Awnings / Balcony Awnings Installed**
This matter was discussed at the last committee meeting and it was noted that some of the apartments which have installed these awnings do not have a formal approval on records from the corporation. The management committee has verified the list of apartments and will advise generally if any of those installations are visibly not as per the specifications approved by the Corporation. At this stage, the management committee accepts the current situation/installations on their own merit. That this list is being placed on the Corporation's records until further review. Any future requests will need the approvals of the management committee as per the resolutions.
- The list is as below:
- List of Apartments :
- Apartment 310 Sixth Street (facing Piazza)
 - Apartment 302 (facing Sixth Street)
 - Apartment 201 (facing Sixth Street)
 - Apartment 202 (facing Sixth Street)
 - Apartment 101 (facing Sixth Street)
 - Apartment 104 (facing Sixth Street)
- 28/10/2024 Awning Installation Lot 32 (Apartment 305, Sixth Street)**
That Lot 32 has installed Awning to the lot/apartment as per the specifications approved by the Corporation/management Committee) in Dec 2020 via email.
- 29/11/2024 Purchase of One Table and 6 Chairs for Common Courtyard (Western End) – Special Resolution**
That it was agreed in principle that the corporation should initiate the purchase of suitable furniture for the open courtyard on one end (western end possibly). That Lot/Unit: 24 Katrina Marie Giles & Lot/Unit: 3 Gabrielle Marie Colquist kindly offered to assist with this matter and proposals will be sent to the management committee. That the management committee is empowered to decide common furniture to be placed in the open courtyard. That a provision of \$3000.00 is budgeted from the sinking funds for these expenses.

15/05/2025 Blanket Approval to Install Screen Doors

That approval be granted to Lot owners to install, at their Apartment/Lot respectively, screen doors subject to the following conditions being met and adhered to; that all costs for the installation & ongoing maintenance of the screen doors be borne by the respective Apartment/Lot owner, that when installed the screen doors will sit inside the door and that the screen door frame will be the same colour as the current door frame and the screen colour will be similar/same colour grey as fly screens which are already installed on windows in the apartments. That when installed the screen doors are not allowed to deteriorate into a condition whereby, they will detriment the overall aesthetic of the property. That all installations be carried out by an appropriately licenced qualified and insured tradesperson. That a reference of the screen doors specification/contractor is attached.

11/07/2025 Amended By-Law (Special Resolution)

That the amended By-laws, as attached with these minutes, be accepted. That the By-laws be lodged with the Land Titles Office within 14 days of this meeting and the Presiding Officer is empowered to sign all documents related to this matter on behalf of the corporation.



Sinking Fund Budget

Luminaire Apartments

46 Sixth Street & 47 Fifth Street

Brompton SA 5007

Strata Corporation 28285



Report details

Inspection date:	19/08/2024
Inspector:	Michael Budge



27/08/2024

The Managing Committee
Luminaire Apartments
46 Sixth Street & 47 Fifth Street
Brompton SA 5007

Dear Committee Members,

Thank you for appointing our company to conduct your Sinking Fund Budget.

Based on our survey of your property, we have determined that the Strata Corporation will need to increase its contributions in the short term to cover its forecast maintenance fund expenses. We recommend that the levies initially be set at the level shown in this report. Once the short-term expenses have been paid for, we recommend that this report be updated to confirm that the levies can be reduced to the level shown in this report.

This budget should be updated regularly to account for actual changes in construction and maintenance costs, unanticipated changes in the property's condition over time, changes in legal requirements and any discrepancies between the forecast and actual maintenance fund balances. Regular updates also create peace of mind and assist the Strata Corporation to manage the risk of litigation from individual owners (current and future) for breaches of its duty to maintain the common property by providing reasonable, up-to-date estimates of the cost of necessary maintenance work and repairs.

Key Report Data Levies Summary – First Financial Year

Levy Per Unit Entitlement (Total sinking fund levy divided by unit entitlements)	\$4.20
Total Unit Entitlements	10000
Total Sinking Fund Levy	\$42,000.00

The data used to arrive at the above figures is in the attached report (which includes GST). It is designed for ease of reading. For your convenience here is your Report Index:

Report Index	Page No.
Owners Report Summary	Section 1
Building Details and Report Inputs Page	2
15 Year Cash Flow Tracking & Graph with New Levies	3
Report Detail	Section 2
15 Year Anticipated Expenditure Table	4
Building Data List from Property Inspection	8
Inspector's Building Report & Building Specific Report Notes	17
Report Notes	19

All services provided by Solutions in Engineering are supplied on the basis of our 'Supply Terms and Conditions' which are available from our Office and from our website www.solutionsinengineering.com

If you have any questions regarding your report or need our specialised services in Professional Safety Reports, Insurance Valuations, Maintenance Reports, Asbestos Audits or Balustrade Testing call us on 1300 136 036 or email enquiry@solutionsinengineering.com.

Yours sincerely,



The Team at Solutions in Engineering

Building Details & Report Inputs

Supplied information

Building Name	Luminaire Apartments
Building Address	46 Sixth Street & 47 Fifth Street Brompton SA 5007
Strata Corporation No.	28285
Plan Type	Strata Corporation
Registered Plan Date/Year of Construction	2016
Number of Unit Entitlements	10000
Number of Units	85
Estimated Sinking Fund Balance	\$164,172
Starting date of Financial Year for Report	1/10/2023
GST Status	Registered for GST
Current Sinking Fund Levy per Lot Entitlement (Inc. GST)	4.20

Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000) Years 1 - 3	4.50%
Assumed Interest Rate on invested funds (For funds over \$10,000) Years 4 - 15	3.50%
Company Taxation Rate	25.00%
Interest on Invested Funds – Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on Sinking Fund balances over \$10,000 - Years 1 - 3	3.38%
Interest on Invested Funds – Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on Sinking Fund balances over \$10,000 - Years 4 - 15	2.63%
Contingency Allowance - For minor and/or unforeseen expenses	10%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase over the past five years.	4.50%
Forecast Period - Number of years the plan forecasts	15 years

15 Year Levy Table

Year	Year To	Total Contribution		Contribution per Lot Entitlement		Quarterly Contribution	
		Including GST	GST Component	Including GST	GST Component	Including GST	GST Component
1	30/09/2024	42,000.00	3,818.18	4.20	0.38	1.05	0.10
2	30/09/2025	43,680.00	3,970.91	4.37	0.40	1.09	0.10
3	30/09/2026	309,427.20	28,129.75	30.94	2.81	7.74	0.70
4	30/09/2027	321,804.29	29,254.94	32.18	2.93	8.05	0.73
5	30/09/2028	125,676.45	11,425.13	12.57	1.14	3.14	0.29
6	30/09/2029	130,703.51	11,882.14	13.07	1.19	3.27	0.30
7	30/09/2030	135,931.64	12,357.42	13.59	1.24	3.40	0.31
8	30/09/2031	141,368.91	12,851.72	14.14	1.29	3.54	0.32
9	30/09/2032	147,023.67	13,365.79	14.70	1.34	3.68	0.33
10	30/09/2033	152,904.62	13,900.42	15.29	1.39	3.82	0.35
11	30/09/2034	159,020.81	14,456.44	15.90	1.45	3.98	0.36
12	30/09/2035	165,381.63	15,034.69	16.54	1.50	4.14	0.38
13	30/09/2036	171,996.90	15,636.08	17.20	1.56	4.30	0.39
14	30/09/2037	178,876.78	16,261.53	17.89	1.63	4.47	0.41
15	30/09/2038	186,031.85	16,911.99	18.60	1.69	4.65	0.42

15 Year Cash Flow Tracking Sheet

The table below shows the cash flow starting with the anticipated '**Opening Balance**' at the start of the first financial year which you provided to us. We then add the '**Total Levy Contributions**' for the year and any '**Interest**' on balances greater than \$10,000. Any '**Anticipated Expenses**' (including contingency allowance) are then allowed for leaving a '**Closing Balance**' for the year which in turn becomes the '**Opening Balance**' for the following year. In summary:

$$\text{Opening Balance} + \text{Total Levy Contributions} + \text{Interest} - \text{Anticipated Expenses} = \text{Closing Balance}$$

Year	Year To	Opening Balance	Total Levy Contributions (Exc. GST)	Interest (After Tax)	Anticipated Expenses (Exc. GST)	Closing Balance
1	30/09/2024	164,172.00	38,181.82	6,194.29	0.00	208,548.11
2	30/09/2025	208,548.11	39,709.09	7,720.01	0.00	255,977.21
3	30/09/2026	255,977.21	281,297.45	5,725.49	454,465.45	88,534.70
4	30/09/2027	88,534.70	292,549.35	6,175.49	0.00	387,259.54
5	30/09/2028	387,259.54	114,251.32	11,687.33	0.00	513,198.19
6	30/09/2029	513,198.19	118,821.37	15,059.61	0.00	647,079.17
7	30/09/2030	647,079.17	123,574.22	18,026.48	46,897.27	741,782.60
8	30/09/2031	741,782.60	128,517.19	18,968.08	169,642.73	719,625.14
9	30/09/2032	719,625.14	133,657.88	20,683.74	0.00	873,966.76
10	30/09/2033	873,966.76	139,004.20	24,672.67	10,689.09	1,026,954.54
11	30/09/2034	1,026,954.54	144,564.37	28,909.93	0.00	1,200,428.84
12	30/09/2035	1,200,428.84	150,346.94	33,548.34	0.00	1,384,324.12
13	30/09/2036	1,384,324.12	156,360.82	25,912.73	954,459.09	612,138.58
14	30/09/2037	612,138.58	162,615.25	18,237.64	0.00	792,991.47
15	30/09/2038	792,991.47	169,119.86	23,079.60	0.00	985,190.93

15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the sinking fund and the likely 'Expenses' for each year of this forecast. The three lines in the graph are:

- Contributions line - Total sinking fund contributions per year.
- Expenses line - Total anticipated expenses in each year.
- Closing balance line - Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.



Anticipated Expenditures Table Year 1 - 15

This table shows when expenses will occur in the next 15 years. From left to right the columns are:

'Expenditure Items' - lists the different areas and items of expenditure.

'Current Cost' - shows the current maintenance expenditure costs in today's dollars.

Year 1 to 15 - shows the costs in the year in which they occur including the 'Assumed Rate of Inflation' compounded annually.

At the bottom on each column, there are three lines. Firstly, a **'Grand Total (Inc. GST)'** followed by a line calculating the unforeseen and minor expenses and finally **'Total Expenses (Inc. GST)'** for that year. Please note: This page rounds figures.

Expenditure Item	Current Cost	Year 1 (2024)	Year 2 (2025)	Year 3 (2026)	Year 4 (2027)	Year 5 (2028)	Year 6 (2029)	Year 7 (2030)	Year 8 (2031)	Year 9 (2032)
1. ROOFING										
Replace skylights	291,653	-	-	-	-	-	-	-	-	-
Repair skylights (Total: 250 m2) - 5%	7,626	-	-	-	-	-	-	-	-	-
Repaint metal awnings	6,022	-	-	-	-	-	-	-	-	-
Replace metal awnings	41,173	-	-	-	-	-	-	-	-	-
Replace waterproofing membrane tiles and garden beds	392,624	-	-	-	-	-	-	-	-	-
Repair waterproof membrane (Total: 1960 m2) - 5%	39,600	-	-	43,244	-	-	-	-	-	-
Replace waterproof membrane	647,016	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	43,244	0	0	0	0	0	0
2. BUILDING EXTERIOR										
Repaint timber door - one side includes architrave	663	-	-	724	-	-	-	-	-	-
Repaint ceiling undersides and edges	23,426	-	-	25,582	-	-	-	-	-	-
Repaint Building Exterior	91,654	-	-	100,088	-	-	-	-	-	-
Repair tiled walkway (Total: 36 m2) - 10%	838	-	-	-	-	-	-	1,140	-	-
Replace metal louvre	8,937	-	-	-	-	-	-	-	-	-
Replace SS handrails	14,761	-	-	-	-	-	-	-	-	-
Repair / replace perforated metal balustrade panels	12,851	-	-	-	-	-	-	-	-	-
Replace timber screen balustrade	21,599	-	-	-	-	-	-	-	-	-
Replace glazed balustrade	212,041	-	-	-	-	-	-	-	-	-
Replace metal slat balustrade	19,637	-	-	-	-	-	-	-	-	-
Wash wall	15,660	-	-	17,101	-	-	-	-	21,311	-
Work at heights access and site setup	34,344	-	-	37,505	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	181,000	0	0	0	0	22,451	0

Expenditure Item	Current Cost	Year 1 (2024)	Year 2 (2025)	Year 3 (2026)	Year 4 (2027)	Year 5 (2028)	Year 6 (2029)	Year 7 (2030)	Year 8 (2031)	Year 9 (2032)
3. COURTYARD										
Repaint ceiling undersides and edges	23,426	-	-	25,582	-	-	-	-	-	-
Replace glazed balustrade stairwell	114,292	-	-	-	-	-	-	-	-	-
Replace handrails	12,810	-	-	-	-	-	-	-	-	-
Replace metal louvre	14,895	-	-	-	-	-	-	-	-	-
Repair / replace perforated metal balustrade panels	15,119	-	-	-	-	-	-	-	-	-
Replace timber screen balustrade	21,599	-	-	-	-	-	-	-	-	-
Replace glazed balustrade balconies	156,399	-	-	-	-	-	-	-	-	-
Replace metal slat balustrade	21,345	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	25,582	0	0	0	0	0	0
4. DRIVEWAY AND PARKING										
Repair concrete (Total: 1960 m2) - 5%	6,601	-	-	-	-	-	-	-	-	-
Repaint timber door - one side includes architrave	663	-	-	724	-	-	-	-	-	-
Repaint line marking	22,064	-	-	-	-	-	-	-	-	-
Repair paved driveway (Total: 340 m2) - 10%	3,750	-	-	-	-	-	-	-	5,103	-
Repair metal storage boxes (Total: 85 item) - 2%	2,400	-	-	2,621	-	-	-	-	3,266	-
Replace sump pump (Total: 2 ea.) - 50%	3,597	-	-	3,928	-	-	-	-	-	-
Replace sump pump control panel	6,111	-	-	-	-	-	-	-	-	-
Replace roller doors - industrial	4,742	-	-	-	-	-	-	-	-	-
Replace roller door motors - industrial	1,955	-	-	-	-	-	-	-	-	-
Replace ventilation fan (Heavy duty)	10,706	-	-	-	-	-	-	-	-	-
Replace Ventilation Fan VSD units	13,000	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	7,273	0	0	0	0	8,369	0
5. FENCING AND WALLS										
Replace metal slat fence	15,691	-	-	-	-	-	-	-	-	-
Replace faux timber slat fence	17,721	-	-	-	-	-	-	-	-	-
Replace pedestrian gate	3,119	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	0	0
6. PROPERTY MAINTENANCE										
Replace mailbox	15,557	-	-	-	-	-	-	-	-	-
Replace signage	3,600	-	-	-	-	-	-	-	-	-
Replace television (MATV) antenna	4,370	-	-	-	-	-	-	-	-	-
Replace fire indicator panel (FIP)	27,790	-	-	-	-	-	-	-	-	-
Replace security access control system	48,747	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	0	0

Expenditure Item	Current Cost	Year 1 (2024)	Year 2 (2025)	Year 3 (2026)	Year 4 (2027)	Year 5 (2028)	Year 6 (2029)	Year 7 (2030)	Year 8 (2031)	Year 9 (2032)
7. STAIRWAYS & LOBBIES										
Repaint ceiling and underside stairs	7,138	-	-	7,795	-	-	-	-	-	-
Repaint internal walls	36,159	-	-	39,487	-	-	-	-	-	-
Repaint timber door - one side includes architrave	10,777	-	-	11,769	-	-	-	-	-	-
Replace glazed balustrade	67,573	-	-	-	-	-	-	-	-	-
Replace steel balustrade	26,066	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	59,051	0	0	0	0	0	0
8. LIFTS										
Refurbish lift interior	36,012	-	-	-	-	-	-	46,897	-	-
Replace passenger lift	321,888	-	-	-	-	-	-	-	-	-
Replace sump pump	7,193	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	46,897	0	0
9. FIRE STAIRS AND EXITWAYS										
Repaint timber door - one side includes architrave	332	-	-	363	-	-	-	-	-	-
Replace aluminium handrail	4,272	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	363	0	0	0	0	0	0
10. GARBAGE ROOM										
Repaint timber door - one side includes architrave	166	-	-	181	-	-	-	-	-	-
Replace ventilation fan (Light duty)	2,044	-	-	-	-	-	-	-	-	-
Replace gates	5,024	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	181	0	0	0	0	0	0
11. FOYERS										
Repaint plasterboard ceiling	10,192	-	-	11,130	-	-	-	-	-	-
Repaint internal walls	10,637	-	-	11,616	-	-	-	-	-	-
Repaint timber door - one side includes architrave	3,648	-	-	3,984	-	-	-	-	-	-
Stain and seal timber ceiling	4,055	-	-	4,428	-	-	-	-	-	-
Repair tiled walkway (Total: 32 m2) - 10%	1,395	-	-	-	-	-	-	-	1,898	-
Replace vinyl/ linoleum	29,428	-	-	-	-	-	-	-	-	-
Repair vinyl/ linoleum (Total: 266 m2) - 10%	2,987	-	-	-	-	-	-	-	4,065	-
Replace SS handrails	14,761	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	31,158	0	0	0	0	5,963	0

Expenditure Item	Current Cost	Year 1 (2024)	Year 2 (2025)	Year 3 (2026)	Year 4 (2027)	Year 5 (2028)	Year 6 (2029)	Year 7 (2030)	Year 8 (2031)	Year 9 (2032)
12. WATER										
Replace raypack storage tank (Total: 16 ea.) - 20%	14,398	-	-	15,723	-	-	-	-	19,594	-
Replace recirculation pump (Total: 8 ea.) - 25%	4,965	-	-	5,422	-	-	-	-	6,757	-
Replace solar hot water unit (Total: 48 ea.) - 20%	51,433	-	-	56,166	-	-	-	-	69,993	-
Replace instantaneous gas hot water unit (Total: 4 ea.) - 25%	1,833	-	-	2,002	-	-	-	-	2,494	-
Repair drainage and plumbing (Total: 1 it) - 10%	15,000	-	-	16,380	-	-	-	-	20,413	-
Sub Total (Incl. GST)		0	0	95,693	0	0	0	0	119,251	0
13. ELECTRICAL										
Replace solar power system	40,739	-	-	-	-	-	-	-	-	-
Repair common electrical systems (Total: 1 Item) - 10%	10,000	-	-	10,920	-	-	-	-	13,609	-
Sub Total (Incl. GST)		0	0	10,920	0	0	0	0	13,609	0
Grand Total (Incl. GST)		0	0	454,465	0	0	0	46,897	169,643	0
Contingency Allowance (Incl. GST)		0	0	45,447	0	0	0	4,690	16,964	0
Grand Total Expenses (Incl. Contingency Allowance and GST)		0	0	499,912	0	0	0	51,587	186,607	0

Building Data List from the Property Inspection for Luminaire Apartments

This table has all the data collected by the building inspector while inspecting the complex. The columns from left to right are:

'Items' – identifies and describes the maintenance item

'Qty' – lets you know the quantity of that item in scope

'Unit' – is the unit rate used to measure the quantity

'Rate' – is the cost of each unit in dollars

'Value' – is the quantity (Qty) multiplied

'Next Due' – is the remaining life in years

'Total Life' – is the total life of the item

'Comments' – details any useful explanation

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due
1. ROOFING					
Replace skylights	250	m2	1,166.61	291,653.00	23
Repair skylights (Total: 250 m2) - 5%	13	m2	586.64	7,626.00	13
Repaint metal awnings	98	m2	61.45	6,022.00	23
Replace metal awnings	98	m2	420.13	41,173.00	53
Replace waterproofing membrane tiles and garden beds	530	m2	740.80	392,624.00	33
Repair waterproof membrane (Total: 1960 m2) - 5%	98	m2	404.08	39,600.00	3
Replace waterproof membrane	1960	m2	330.11	647,016.00	33
2. BUILDING EXTERIOR					
Repaint timber door - one side includes architrave	4	ea.	165.80	663.00	3
Repaint ceiling undersides and edges	530	m2	44.20	23,426.00	3
Repaint Building Exterior	1980	m2	46.29	91,654.00	3
Repair tiled walkway (Total: 36 m2) - 10%	4	m2	209.55	838.00	8
Replace metal louvre	18	m2	496.50	8,937.00	33
Replace SS handrails	24	lm	615.05	14,761.00	53
Repair / replace perforated metal balustrade panels	34	m2	377.98	12,851.00	33
Replace timber screen balustrade	48	m2	449.98	21,599.00	33
Replace glazed balustrade	141	lm	1,503.84	212,041.00	33
Replace metal slat balustrade	46	lm	426.89	19,637.00	33
Wash wall	3600	m2	4.35	15,660.00	3
Work at heights access and site setup	1	ea.	34,344.00	34,344.00	3
3. COURTYARD					
Repaint ceiling undersides and edges	530	m2	44.20	23,426.00	3
Replace glazed balustrade stairwell	76	lm	1,503.84	114,292.00	33
Replace handrails	28	lm	457.51	12,810.00	33

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due
Replace metal louvre	30	m2	496.50	14,895.00	33
Repair / replace perforated metal balustrade panels	40	m2	377.98	15,119.00	33
Replace timber screen balustrade	48	m2	449.98	21,599.00	33
Replace glazed balustrade balconies	104	lm	1,503.84	156,399.00	33
Replace metal slat balustrade	50	lm	426.89	21,345.00	33
4. DRIVEWAY AND PARKING					
Repair concrete (Total: 1960 m2) - 5%	98	m2	67.36	6,601.00	13
Repaint timber door - one side includes architrave	4	ea.	165.80	663.00	3
Repaint line marking	1080	lm	20.43	22,064.00	13
Repair paved driveway (Total: 340 m2) - 10%	34	m2	110.30	3,750.00	8
Repair metal storage boxes (Total: 85 item) - 2%	2	item	1,200.00	2,400.00	3
Replace sump pump (Total: 2 ea.) - 50%	1	ea.	3,596.50	3,597.00	3
Replace sump pump control panel	1	ea.	6,110.85	6,111.00	13
Replace roller doors - industrial	1	ea.	4,742.28	4,742.00	33
Replace roller door motors - industrial	1	ea.	1,955.48	1,955.00	13
Replace ventilation fan (Heavy duty)	2	ea.	5,352.80	10,706.00	13
Replace Ventilation Fan VSD units	2	ea.	6,500.00	13,000.00	13
5. FENCING AND WALLS					
Replace metal slat fence	48	lm	326.89	15,691.00	33
Replace faux timber slat fence	80	lm	221.51	17,721.00	33
Replace pedestrian gate	5	ea.	623.81	3,119.00	33
6. PROPERTY MAINTENANCE					
Replace mailbox	85	ea.	183.02	15,557.00	23
Replace signage	1	item	3,600.00	3,600.00	23
Replace television (MATV) antenna	1	ea.	4,370.35	4,370.00	23
Replace fire indicator panel (FIP)	1	ea.	27,789.60	27,790.00	13
Replace security access control system	1	item	48,746.97	48,747.00	13
7. STAIRWAYS & LOBBIES					
Repaint ceiling and underside stairs	210	m2	33.99	7,138.00	3
Repaint internal walls	850	m2	42.54	36,159.00	3
Repaint timber door - one side includes architrave	65	ea.	165.80	10,777.00	3
Replace glazed balustrade	72	lm	938.52	67,573.00	33
Replace steel balustrade	36	lm	724.06	26,066.00	33

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due
8. LIFTS					
Refurbish lift interior	2	Item	18,005.85	36,012.00	7
Replace passenger lift	2	ea.	160,943.77	321,888.00	23
Replace sump pump	2	ea.	3,596.50	7,193.00	10
9. FIRE STAIRS AND EXITWAYS					
Repaint timber door - one side includes architrave	2	ea.	165.80	332.00	3
Replace aluminium handrail	12	lm	355.96	4,272.00	33
10. GARBAGE ROOM					
Repaint timber door - one side includes architrave	1	ea.	165.80	166.00	3
Replace ventilation fan (Light duty)	1	ea.	2,044.36	2,044.00	13
Replace gates	2	ea.	2,511.87	5,024.00	33
11. FOYERS					
Repaint plasterboard ceiling	298	m2	34.20	10,192.00	3
Repaint internal walls	325	m2	32.73	10,637.00	3
Repaint timber door - one side includes architrave	22	ea.	165.80	3,648.00	3
Stain and seal timber ceiling	116	m2	34.96	4,055.00	3
Repair tiled walkway (Total: 32 m2) - 10%	4	m2	348.77	1,395.00	8
Replace vinyl/ linoleum	266	m2	110.63	29,428.00	23
Repair vinyl/ linoleum (Total: 266 m2) - 10%	27	m2	110.63	2,987.00	8
Replace SS handrails	24	lm	615.05	14,761.00	53
12. WATER					
Replace raypack storage tank (Total: 16 ea.) - 20%	4	ea.	3,599.51	14,398.00	3
Replace recirculation pump (Total: 8 ea.) - 25%	2	ea.	2,482.53	4,965.00	3
Replace solar hot water unit (Total: 48 ea.) - 20%	10	ea.	5,143.30	51,433.00	3
Replace instantaneous gas hot water unit (Total: 4 ea.) - 25%	1	ea.	1,833.25	1,833.00	3
Repair drainage and plumbing (Total: 1 it) - 10%	1	it	15,000.00	15,000.00	3
13. ELECTRICAL					
Replace solar power system	2	Item	20,369.46	40,739.00	23
Repair common electrical systems (Total: 1 Item) - 10%	1	Item	10,000.00	10,000.00	3

Building Photo Section

Item Group

ROOFING



BUILDING EXTERIOR



Item Group

COURTYARD



DRIVEWAY AND PARKING



Item Group

FENCING AND WALLS



PROPERTY MAINTENANCE



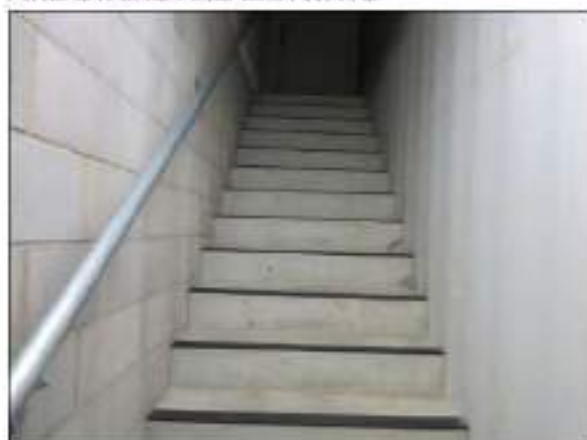
Item Group

STAIRWAYS & LOBBIES



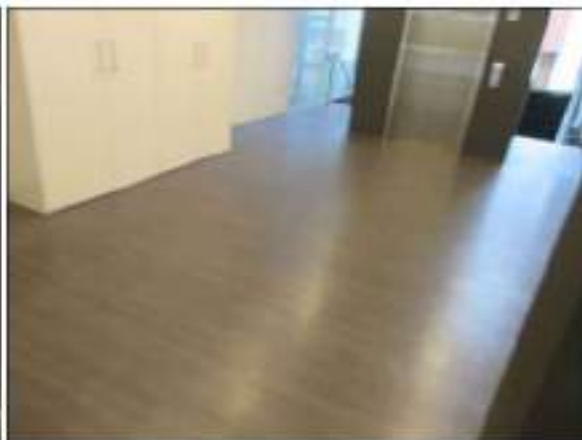
LIFTS



Item Group**FIRE STAIRS AND EXITWAYS****GARBAGE ROOM**

Item Group

FOYERS



Inspector's Report for Luminaire Apartments

1. **INFLATION** - It is necessary to offset the effects of inflation on construction materials and labour costs and to ensure that adequate funds are available to provide for major works. These major works can frequently become necessary as the property ages but cannot be reliably forecast this far in advance. Based on historical data and current trends, we anticipate that construction and maintenance costs will increase by 50% every 15 years. The fund balance will be reviewed in light of current price levels and the state of the property at the time of each update.
2. **UPDATES** - We recommend that this report is updated every 3 years to ensure that it captures market variations and any changes to the property itself.
3. **ADMINISTRATION EXPENSES** - We assume that small repairs & improvements, regular maintenance items are financed via the administration fund and therefore are not included in this report.
4. **FINANCIAL YEAR ALREADY STARTED** - Starting levies in this report have already been set. Any adjustments will be made from the following financial year onwards.
5. **PAINT QUOTATIONS** - It is recommended that quotations are obtained for painting well in advance of when the work is to be carried out to allow for any shortfall or excess in funds. The costs estimated for painting are as accurate as possible but will vary from actual painting quotations.
6. **PAINT SERVICE-LIFE** - Paint serves to protect a surface as well as improving its appearance. Paint seals the surface from water, salt, or air pollutants. Although paint may hold its appearance for at least ten years before cracking and/or peeling occurs, it may become porous and lose its protective abilities before this point.
7. **PAINTED METAL** - Some painted metal items show signs of wear and/or damage. Repainting these items is recommended in the short term, but full replacement of these items should be considered and planned for well in advance.
8. **POWDER COAT REPAINT** - Powder coated surfaces have a lengthy maintenance-free period when new. After this period, these surfaces may be repainted to maintain their appearance. It is important to note that powder coated surfaces will require special preparation for repainting.
9. **POWDER COAT WARRANTY** - Powder coated surfaces may be subject to a manufacturer's warranty. Therefore, the manufacturer's cleaning and maintenance recommendations should be followed.
10. **ELEVATING WORKING PLATFORMS** - Funds allocated for elevating working platforms (EWP's) can be used for many types of access equipment including, but not limited to; scaffolding, boom lifts, cherry pickers, etc.
11. **SURFACE CLEANING** - Surface cleaning may be carried out using high pressure water or a chemical wash. Care should be taken to meet relevant water restrictions.

12. LIFTS - The design of a lift requires continual maintenance.

Maintenance is required due to the complexity of the engineering and electronic systems in the structure, external elements and the lift car. We assume the lifts are maintained via a comprehensive lift maintenance contract which, in our professional opinion, all buildings with lifts must have in place.

After 20 to 30 years of service, lifts may reach the end of their cost effective life. From this point lifts may experience decreasing performance along with an increase in required service. We have provisioned for lift replacement based on the age and current visual condition of the lift. In addition we take into account the following factors:

- Obsolescence (Mechanical, Electrical & Software)

Even though these elements can be supported at a stretch, it is prohibitively expensive to do so which adds cost and complexity into the maintenance regime. The additional cost in maintenance to facilitate reliability far outweighs the cost of new lift in the long term.

- Building Code changes from year to year

What may be relevant today, tends to change over time – hence the requirement to plan for upgrades every 10 years or as required.

- Unforeseen environment impacts

Flooding, Electrical surges & Misuse/Vandalism which are not covered by either the maintenance contract or building insurance.

13. WATERPROOFING - Waterproofing requires replacement over time and the costs can be significant. Water penetration can affect various parts of a building or property and if not rectified promptly can lead to more expensive repairs.
14. WATERPROOFING – Waterproofing membranes requires regular maintenance and replacement when signs of failure like small leaks or small cracks appear. If action is not taken immediately the costs of damage and remediation grow exponentially.
15. FUNDS REQUIRED – While this report has been calculated using a 30 year timeline the report only shows the first 15 year. The closing balance appears high, but funds will be required for maintenance and improvements in the years 16-30 and ongoing from there.
16. MEETING - I want to thank James for meeting with me, giving me access to the building and informing me of past, current & proposed works.

Report Notes

Sinking Fund Budget (SA)

This budget satisfies the current requirements of the *Strata Titles Act 1988 (SA)*. The legislation states:

25—Functions

The functions of the strata corporation are as follows:

(a) to administer and maintain the common property for the benefit of the unit holders and, to such extent as may be appropriate, other members of the strata community;

27—Power to raise money

(1) A strata corporation may raise such funds (including reserve funds for future expenditure of a capital nature) as it thinks necessary.

(2) For the purpose of raising funds the strata corporation may, by resolution, levy contributions against all unit holders.

(3) The contributions—

(a) will be proportional to the unit entitlements of the various units; or

(b) will be determined on such other basis as the strata corporation decides by unanimous resolution.

(4) A strata corporation may, by ordinary resolution –

(a) permit contributions to be paid in instalments specified in the resolution; and

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

THIS REPORT DEALS WITH THE SINKING FUND BUDGET.

Figures used and updates - The figures used in the forecast are typical for this type of building and normal usage. The Strata Corporation has some discretion in the timing of most maintenance items. The purpose of this forecast is to ensure monies are available when required to cover foreseeable expenses.

Contingency - A contingency has been allowed for any unforeseen expenses. Please refer to the second page of the report.

Interest, Taxation and Inflation - The standard interest rate used by Solutions in Engineering is based on the Reserve Bank of Australia's (RBA) historical series for Cash Management and Online Savings Account interest rates for the past previous fifteen years. The company tax rate is applied to interest income unless Solutions in Engineering is advised that the Strata Corporation is exempt from tax on external income. The standard inflation rate used by Solutions in Engineering is based upon the entire RBA historical series for Construction, Manufacturing and Property Services inflation, commencing March 1999. While historical figures are not an accurate predictor of specific future outcomes, over the life of this report (fifteen years), interest rates and inflation should approach long-term averages. Changes in economic conditions may affect the accuracy of these figures. This report should be updated at regular intervals to ensure that any such changes are taken into account.

Administration Budget - Items of a recurrent nature that are covered by the administration budget such as maintenance contracts for lifts, fire protection equipment, air conditioners, cleaning and gardening are not included. Neither are items of a minor recurrent nature with varying life spans such as light bulbs and exit light battery packs.

Safety - The inspection does not cover safety issues.

Lifts - Due to the many types of lift contracts covering varying parts and aspects of lift maintenance, no allowance is made unless instructed by the Strata Corporation Committee/Representative.

Fire Maintenance – We have assumed that the Fire Maintenance Contractor has covered the Fire Maintenance Items; no allowance is made unless instructed by the Strata Corporation Committee/Representative.

Items with Indefinite Lives - There is no allowance for replacement of items that, if properly maintained, should last indefinitely, (unless otherwise requested by the Strata Corporation). This forecast deals only with estimating the timing of physical obsolescence.

Improvements - The Strata Corporation may resolve to undertake improvements not related to normal maintenance. No allowance has been made for these items unless instructed.

Defects - No allowance has been made for correction of defects resulting from faulty construction except where nominated in the report. The inspectors report summarises only issues observed during our inspection and is not a structural report.

Ongoing Maintenance Programs - The lives of some items overall may have been extended indefinitely due to the use of an ongoing maintenance program. When there is any doubt in our minds about how and when an item may need replacement or maintenance, we give control to the Strata Corporation. Allowances for ongoing maintenance programs allows funds to be available for maintenance, gradual replacement or in some cases accumulation of funds for total replacement in the long term. The lives of some items can vary considerably, especially with issues such as:

- Usage.
- Accidental damage to floor tiles, which may or may not be still available or in stock.
- Fences can be maintained and replaced gradually or all at once.
- Metal and Aluminium Balustrades can last anywhere between 10 and 50 years, depending on the original quality, coatings (painting) and maintenance.
- Concrete driveways that have been cracked but are still perfectly sound and serviceable.
- Pumps and Fans can last indefinitely or wear out relatively quickly. This often depends on the quality of internal construction and finish.

Updates - The forecast is made with the best available data at this time. The forecast should be upgraded at regular intervals. We recommend a minimum of bi-annual updates.

Your FREE amendment (conditions) - In order to ensure that this service is provided to all clients in an efficient and productive manner we ask that you fully review your report and list anything you would like changed in a single email allowing for the requested amendments to be dealt with in one effort. Due to the extra work involved and inefficiency created by an incomplete initial amendment request further amendments requests will be charged for based on the hours and effort required.

Supply terms and conditions - All services provided by Solutions in Engineering are supplied on the basis of Supply Terms and Conditions which are available from our Office and from our website www.solutionsinengineering.com

Please read the information and the **notes on the Inspector's report to gain the most from this report.**

Date Issued: 12 February 2025

Certificate of Currency

This Certificate of Currency confirms the following **Policy** is current at the date stated below. Please refer to **Policy** documents for full terms and conditions.

Certificate of Currency		
Named Insured:	CC 28285	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Applicable	
Policy Number:	02GS035902	
Insurance:	Residential Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 15 December 2024, Local Standard Time
	To:	4.00pm on 15 December 2025, Local Standard Time
The Insurer:	Section 1	100.00% Chubb Insurance Australia Limited
	Section 2	100.00% Chubb Insurance Australia Limited
	Section 3	100.00% Chubb Insurance Australia Limited
	Section 4-10	100.00% Chubb Insurance Australia Limited
Insured Location	46 Sixth Street, Bowden SA 5007	

Limits of Liability

Section 1: Property Damage Insurance	Buildings and Common Property	AUD 49,961,718
	Common Contents	Not Insured
	Catastrophe	Not Insured
Section 2: Machinery Breakdown Insurance	AUD 100,000	
Section 3: Consequential Loss Insurance	AUD 7,494,258	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 57,455,976	
Section 4: Crime Insurance	AUD 250,000	
Section 5: General Liability Insurance	Personal Injury	AUD 20,000,000 in respect of any one Occurrence
	Property Damage	AUD 20,000,000 in respect of any one Occurrence
Section 6: Environmental Impairment Liability Insurance	AUD 250,000 in the aggregate Period of Insurance	
Section 7: Management Committee Liability Insurance	AUD 1,000,000 in the aggregate Period of Insurance	
Section 8: Audit Expenses Insurance	AUD 30,000	
Section 9: Appeal Expenses Insurance	AUD 150,000	
Section 10: Voluntary Workers Insurance	Accident each occurrence Limit	AUD 200,000
	Accident aggregate Limit	AUD 200,000 in the aggregate Period of Insurance

All the values on this Certificate of Currency are correct as at 12 February 2025 and may only be subject to change within the **Period of Insurance** by written agreement between the Insurer and the **Insured**.

The insurance afforded by the policies described in this Certificate is subject to all terms, exclusions and conditions of such policies.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made. **Policy** terms and conditions incorporate provisions which may enable Insurers to cancel or vary the **Policy** on the happening of prescribed circumstances or events (i.e. non-payment of premium). Therefore, this confirmation of insurance is not to be construed as guaranteeing that the **Policy** will remain in force throughout the **Period of Insurance** as specified herein.

Signed:



Loïc Tuchagues
Property Underwriter NUC

Authorised Officer, Chubb Insurance Australia Limited
ABN 23 001 642 020 AFSL 239687

Orig. **LF 12379756**



11:51 13-Aug-2015
3 of 4

Prefix
LF
Series No.
3

434

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: NORTH EAST CONVEYANCERS NELB

Correction to: NORTH EAST CONVEYANCERS NELB
TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED
WITH INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

1.
2.
3.
4.
5.

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

ITEM	AGENT CODE

R-G 250505

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA



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

FORM APPROVED BY THE REGISTRAR-GENERAL

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

PICK-UP NO.	
CP	

MARK MC C 28285

CORRECTION 20/8/15	PASSED 434
FILED 2/9/2015	
 	

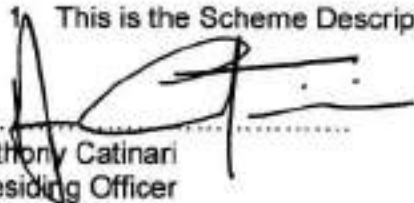
SCHEME DESCRIPTION

COMMUNITY PLAN No. 28285 Inc.

Sixth Street Bowden SA 5007

I, Anthony Catinari of Level 2 89 King William Street Adelaide SA 5000 being an officer of Community Corporation No 28285 Incorporated certify that:-

1. This is the Scheme Description referred to in the accompanying application.


.....
Anthony Catinari
Presiding Officer

INDEX

ITEM	Page
1. DESCRIPTION OF LAND TO BE DEVELOPED UNDER THE SCHEME	3
2. NATURE OF PROPOSED DEVELOPMENT	3
3. PURPOSE FOR WHICH THE LOTS AND COMMON PROPERTY MAY BE USED 3	
4. STANDARD OF BUILDINGS AND OTHER IMPROVEMENTS	3
5. STAGING OF DEVELOPMENT	3
6. OBLIGATION TO DEVELOP COMMUNITY LOTS	3
7. DEVELOPER'S OBLIGATIONS TO IMPROVE OR DEVELOP THE COMMON PROPERTY	4
8. ESTIMATED DATE FOR THE COMPLETION OF THE SCHEME.....	4
9. CONDITIONS OF APPROVAL.....	4
ENDORSEMENT BY RELEVANT AUTHORITY PURSUANT TO REGULATION 45a OF THE DEVELOPMENT REGULATIONS 1993	4
DEVELOPMENT APPROVALS.....	5

1. DESCRIPTION OF LAND TO BE DEVELOPED UNDER THE SCHEME

The land comprised in Certificate of Title Volume 6138 Folio 133 being Allotment 211 in DP93787.

2. NATURE OF PROPOSED DEVELOPMENT

Residential Scheme creating 37 residential strata community lots with Car Park, Balcony and Entry subs and common property to provide access and services to the Residential Scheme and a Development Lot which may be developed into a further 48 residential strata community lots with subsidiaries.

3. PURPOSE FOR WHICH THE LOTS AND COMMON PROPERTY MAY BE USED

- 1) Residential Lots are to be used for residential purposes as defined in the Community Titles Act 1996
- 2) The Common Property consists of car park access, stairways, walkways, foyer areas and a plaza area and is to be used by the proprietors and occupiers of the Lots and persons authorised by them from time to time and in accordance with the By-laws of the Scheme.

4. STANDARD OF BUILDINGS AND OTHER IMPROVEMENTS

- (1) The improvements are completed in accordance with development approvals attached to this Scheme Description.
- (2) The side and external walls are constructed of precast panels, with concrete superstructure, and shall have natural anodized aluminum window frames and sliding door frames. With a metal clad roof.
- (3) The standard of work is of a high standard using best current practice.
- (4) The development of the Community Lots and the Common Property is to take place in accordance with all statutory and other approvals obtained under the Development Act 1993.

5. STAGING OF DEVELOPMENT

- (1) The Scheme is to be completed in two stages
- (2) Stage 1 being comprised of 37 residential lots, common property and a development lot is complete; and
- (3) Stage 2 which may (in accordance with the Development Contract) develop the development lot created in Stage 1 into a further 48 residential lots (in accordance with any future development approval) ~~at a future date.~~

BY APPROXIMATELY DECEMBER 2015.

6. OBLIGATION TO DEVELOP COMMUNITY LOTS

- (1) The Developer has completed the proposed development in accordance with this Scheme Description and the planning approvals attached.

THIS PAGE HAS
INTENTIONALLY BEEN
LEFT BLANK

7. DEVELOPER'S OBLIGATIONS TO IMPROVE OR DEVELOP THE COMMON PROPERTY

- (2) The Developer has completed the proposed development and Common Property in accordance with this Scheme Description and the planning approvals attached.

8. ESTIMATED DATE FOR THE COMPLETION OF THE SCHEME

Stage 1 of the Scheme is complete.

9. CONDITIONS OF APPROVAL

Conditions of approval are attached.

**ENDORSEMENT BY RELEVANT AUTHORITY PURSUANT TO REGULATION 45a OF THE
DEVELOPMENT REGULATIONS 1993**

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

Signed

Name: John Tarasinski

Title: Development Officer - Senior Planner

Date: 24.1.7. / 2015

Certificate as to preparation of Scheme Description

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

Signature

MARK PAHOLSKI

Name

3A KENSINGTON RD ROSE PARK

Address

THIS PAGE HAS
INTENTIONALLY BEEN
LEFT BLANK.

DEVELOPMENT APPROVALS

South Australia - Regulation 42 under the Development Act 1993

DECISION NOTIFICATION FORM

Contact Officer: Nelson Taylor
Telephone: 7109 7064
MOT Reference: 2015/06125/01

Development Number:
252/C064/15
Council Reference:
252/0761/15

FOR DEVELOPMENT APPLICATION

DATED: 11 March 2015
REGISTERED ON: 10 April 2015

TO: Cheryl Standley
Fyfe Pty Ltd
GPO Box 2450
ADELAIDE SA 5001

EMAIL: ps@fyfe.com.au

LOCATION OF PROPOSED DEVELOPMENT:

Lot/Plan or Sect/HD	Street / Road	Suburb / Locality	Hundred	Title
F260 in CP 28285	Sixth Street	Bowden	Yatala	CT: 6139/728
F261 in CP 28285	Sixth Street	Bowden	Yatala	CT: 6139/729
CP 28285	Sixth Street	Bowden	Yatala	CT: 6139/730

NATURE OF PROPOSED DEVELOPMENT: Community division - 2 allotments into 83 - Section 47A Minor Variation #1 - amendments to levels bylaws within Stage 002 and allocation of lot subsidiaries (car parking spaces)

From: DEVELOPMENT ASSESSMENT COMMISSION

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
Development Plan Consent	GRANTED	One (1)		
Land Division	GRANTED	Two (2)		
DEVELOPMENT APPROVAL	GRANTED	Three (3)		

Any conditions imposed are set out on the attached sheet.



Mark Adcock
PRINCIPAL PLANNER - DAC
as delegate of the
DEVELOPMENT ASSESSMENT COMMISSION
Date of Decision: 22 April 2015
Date of Section 47A Minor Variation: 15 June 2015
[2] Sheets Attached

THIS PAGE HAS
BEEN INTENTIONALLY
LEFT BLANK.

DEVELOPMENT APPLICATION – 252/C064/15

Planning Conditions:

1. That except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and plans [Ref 20765/14/3, Drawing No. 20765SU2-R2 Sheets 1-9 of 9 dated 11/03/15 by FYFE PL] submitted in Development Application No 252/C064/15.

Land Division Requirements:

2. A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the Development Assessment Commission for Land Division Certificate purposes.
3. The financial (and augmentation) requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage services. (SA Water /H0030605).

Advisory Notes:

- a. The development must be substantially commenced within 12 months of the date of this Notification, unless this period has been extended by the Development Assessment Commission.
- b. The applicant is also advised that any act or work authorised or required by this Notification must be completed within 3 years of the date of the Notification unless this period is extended by the Commission.
- c. The applicant will require a fresh consent before commencing or continuing the development if unable to satisfy these requirements.
- d. The applicant has a right of appeal against the conditions which have been imposed on this Development Plan Consent or Development Approval.
- e. Such an appeal must be lodged at the Environment, Resources and Development Court within two months of the day on which this notice is received or such longer time as the Court may allow.
- f. The applicant is asked to contact the Court if wishing to appeal. The Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide. (telephone number 8204 0100).
- g. For SA Water to proceed with the assessment of this application, the developer will need to advise SA Water of their preferred servicing option. Information of our servicing options can be found at: <http://www.sawater.com.au/SAWater/DevelopersBuilders/ServicesForDevelopers/CustomerConnectionsCentre.htm>. For any queries please contact SA Water Land Developments on 7424 1119. An investigation will be carried out to determine if the connection/s to your development will be costed as standard.

THIS PAGE HAS
INTENTIONALLY BEEN
LEFT BLANK.

2

- h. The developer must inform potential purchasers of the community lots of the servicing arrangements and seek written agreement prior to settlement, as future alterations would be at full cost to the owner/applicant.



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

Orig. **LF 12379757**11:51 13-Aug-2015
4 of 4

Prefix
LF
Series No.
4

434

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE
COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

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

BELOW THIS LINE FOR AGENT USE ONLYAGENT CODE

Lodged by: NORTH EAST CONVEYANCERS NELB

Correction to: NORTH EAST CONVEYANCERS NELB
TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED
WITH INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)


1.
2.
3.
4.
5.

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

ITEM	AGENT CODE

PICK-UP NO.	
CP	

MARK MC C28285

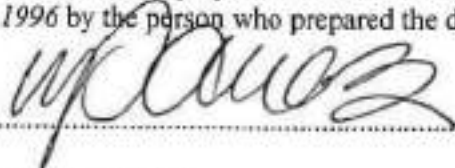
CORRECTION	PASSED
2018/15	144
FILED 2/9/2015	 Mark McNeil PRO REGISTRAR-GENERAL

COMMUNITY TITLES ACT 1996
COMMUNITY CORPORATION NO. 28285 INC
DEVELOPMENT CONTRACT

Sixth Street
Bowden SA 5007

Certificate as to preparation of development contract

Certified correctly prepared in accordance with the requirements of the *Community Titles Act 1996* by the person who prepared the document/an officer of the community corporation.



Mark John Paholski
32a Kensington Road Rose Park SA 5067

COMMUNITY TITLES ACT, 1996

DEVELOPMENT CONTRACT

This Contract contains details of a Community Scheme which is proposed to be developed on the land described herein.

This Contract should not be considered along, but in conjunction with the results of searches and enquiries normally made in respect of Lots of this type. The Scheme Description and By-Laws lodged at the Lands Titles Office set out further details of the Scheme, the management rules governing the Scheme and provide details of the rights and obligations of Lot Owners under the Scheme.

The terms of this Contract are binding on the original proprietor and any purchaser or occupier of a Lot in a Scheme.

1. DESCRIPTION OF LAND TO BE DEVELOPED UNDER THE SCHEME

Development Lot in Community Plan No. 28285 being the portion of the land comprised in Certificate of Title Volume 6138 Folio 133 together with those portions of the common property referred to in clause 7.

2. NATURE OF PROPOSED DEVELOPMENT

The Development Lot is to be used for the construction of 48 Residential Lots and associated Common Property in accordance with the plans attached in Annexure A which will be integrated with the existing complex, subject to the approvals of the relevant planning authorities at the time of any application.

3. STAGING OF DEVELOPMENT

3.1 The Developer will be entitled in accordance with Section 8(4) of the Community Titles Act to divide the Development Lot in such number of stages as the Developer determines.

3.2 As at the date hereof the Developer has not determined:

3.2.1 when the development lot will be divided into community lots;

3.2.2 the location of the lots or common property to be created from the development lot.

4. OBLIGATIONS OF DEVELOPER

The Developer shall complete all works in a proper and workmanlike manner to ensure the improvements to the existing buildings are completed in a timely and workmanlike manner and in accordance with all relevant planning approvals.

5. DEVELOPMENT AUTHORISATION

The Developer shall obtain all appropriate development approvals to enable work to be undertaken.

6. DEVELOPER TO USE CARE AND CONSIDERATION DURING DEVELOPMENT

The Developer undertakes to exercise care and consideration to ensure that other proprietors of Lots within the Scheme do not suffer unreasonable interference or lack of enjoyment of their Lots and Common Property during the completion of the Developer's obligations under this Contract.

7. DEVELOPER'S OBLIGATIONS TO IMPROVE OR DEVELOP THE COMMON PROPERTY

7.1 To the extent that the following works have not been undertaken as at the date of registration of this Development Contract at the Lands Titles Office the Developer will and will be entitled to undertake the following works in respect of the common property including common property service infrastructure:

7.1.1 Complete road and access ways to and from the Stage 1 Common Property in accordance with the plan for the entire site (See Annexure A)

as required by the completion of Stage 2

7.1.2 landscaping on the Stage 2 Common Property areas (See Annexure A)

7.2 The Developer shall be entitled to vary the extent and nature of the works to be undertaken where required in order to obtain any necessary statutory consents or approvals or otherwise as the Developer deems appropriate having regard to the nature of the Scheme and the proposed works to be undertaken.

8. DEVELOPER TO REPAIR

The Developer undertakes to repair or to pay the costs of repairing as soon as reasonably possible any damage caused by the Developer, himself, his agents, contractors and employees to the common property or to a Lot or building or other improvement on the common property or Lot.

9. DETAILS OF ACCESS REQUIRED BY DEVELOPER

Access to the Scheme will be required by the Developer to carry out preparation of the site, construction repair and maintenance. Access to the site will be along driveways forming part of the common property. The Developer reserves the right for himself, his agents, contractors and employees to pass over the common property by any means including vehicles to gain access during constructions to carry out construction, repair and maintenance.

10. OBLIGATIONS OF COMMUNITY CORPORATION AND OTHER OWNERS

The Community Corporation and other Owners shall allow the Developer, the Developer's agents, contractors and employees access as required during the course of construction repair or maintenance to enable the obligations of the Developer to be completed as required.

11. WORKING HOURS

The hours during which work will be undertaken on the Scheme will be between 7.00 am and 7.00 pm Monday to Saturday. In the event that urgent or essential work is required to be carried out at times other than set out in this clause, the Developer shall seek the approval of other Owners in the Scheme. Such approval to continue or complete the necessary work is not to be capriciously withheld.

12. ESTIMATED DATE FOR THE COMPLETION OF THE SCHEME

If the Developer determines to proceed with the Further division of the Development Lot commencement and completion of the division of the development lot into further primary community lots and common property will depend upon the timing of the sale by the Developer of the lots in the Scheme, the proposed development to be undertaken on the development lot and the requirements of the Development Plan applicable to the Scheme Land and the obtaining of Development Approval to undertake that further development. is EXPECTED TO BE COMPLETE BY APPROX -

DATED the 10 day of AUGUST.

2015

WATSON
DECEMBER
2015.
WJ

EXECUTION BY THE DEVELOPER:

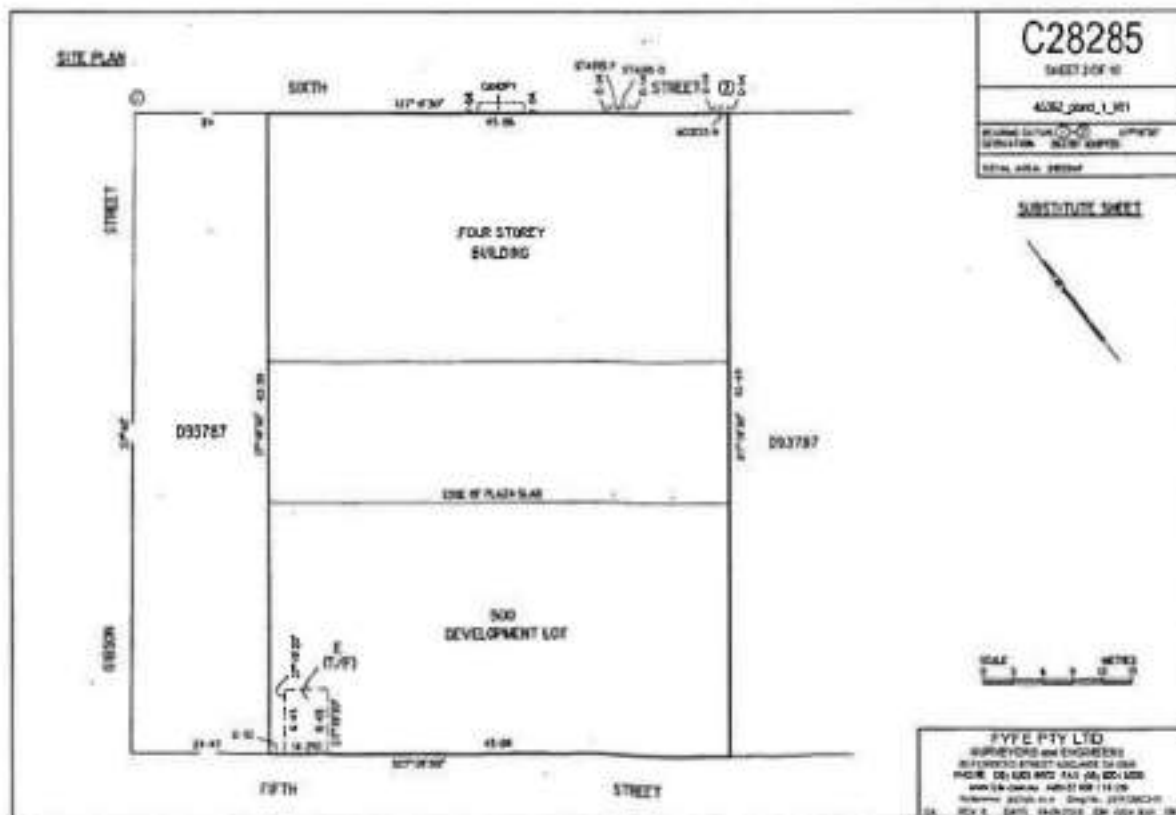
EXECUTED by PEGASUS 21 PTY LTD
in accordance with Section 127(1)
of the Corporations Act 2001:

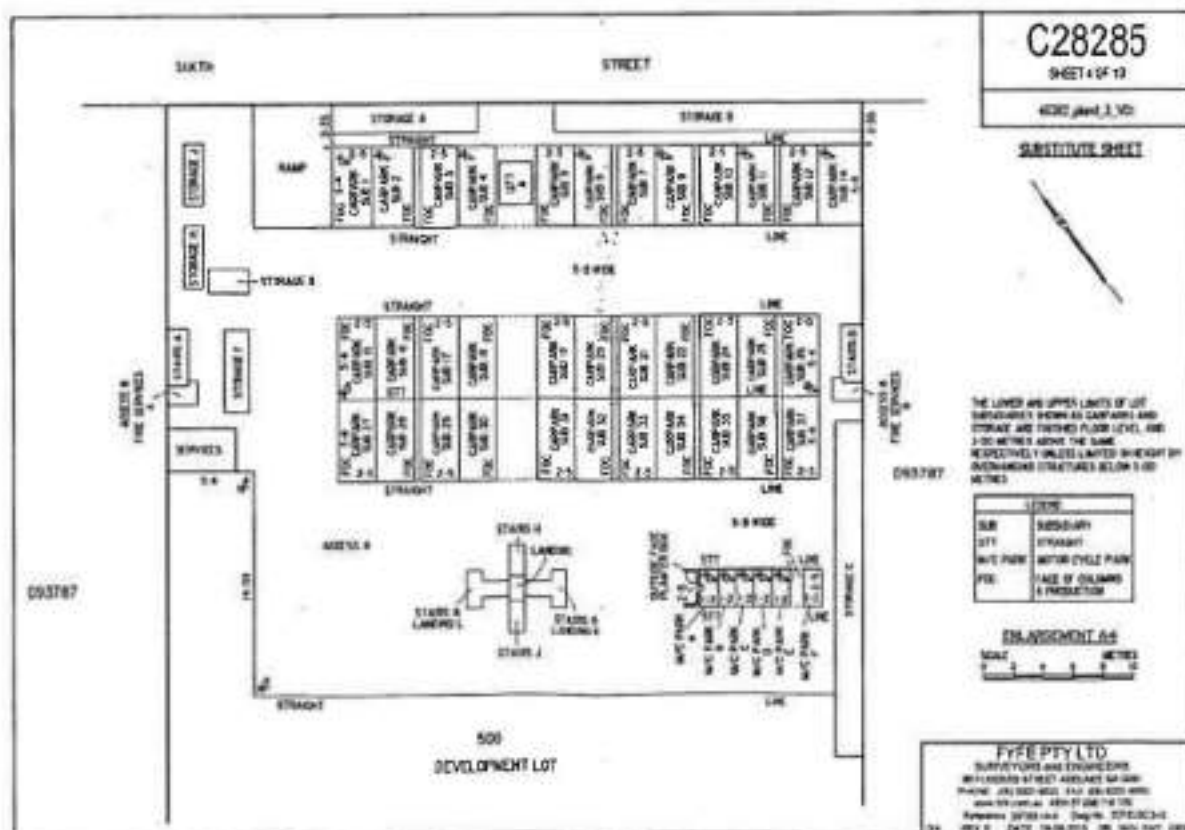
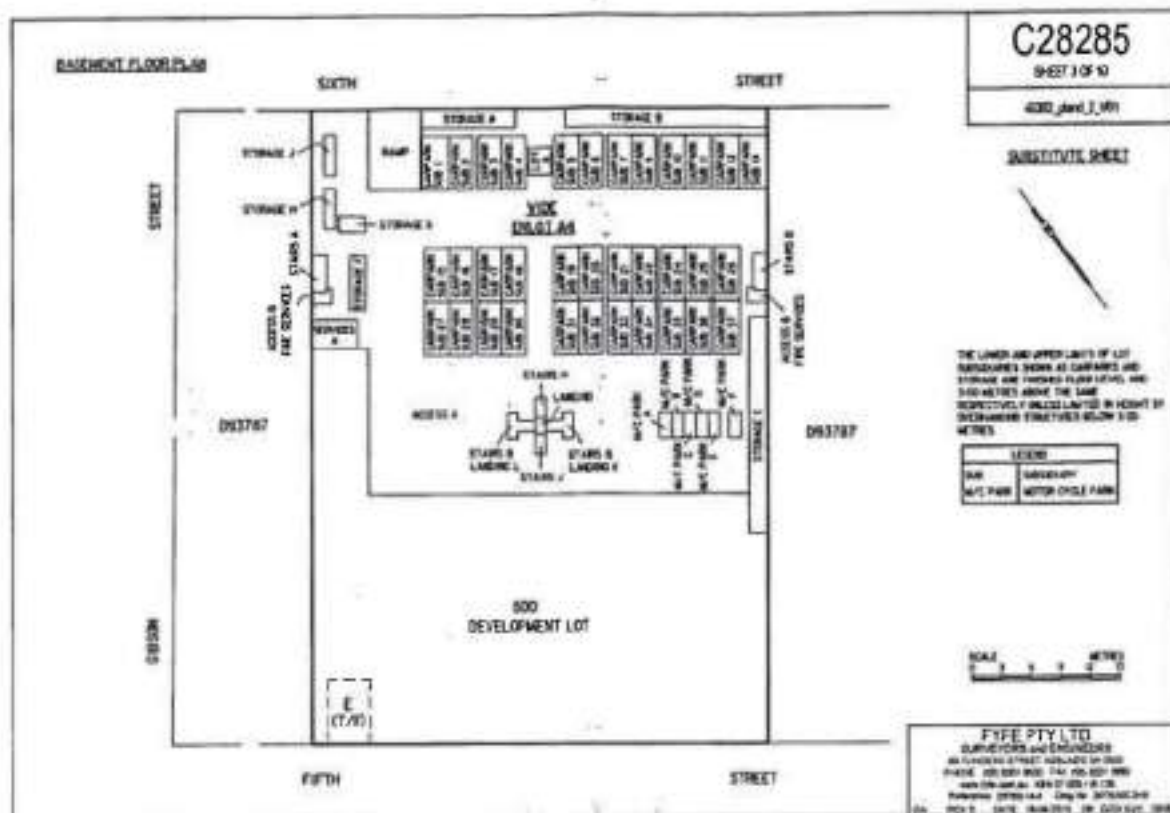

Sole Director and Sole Secretary

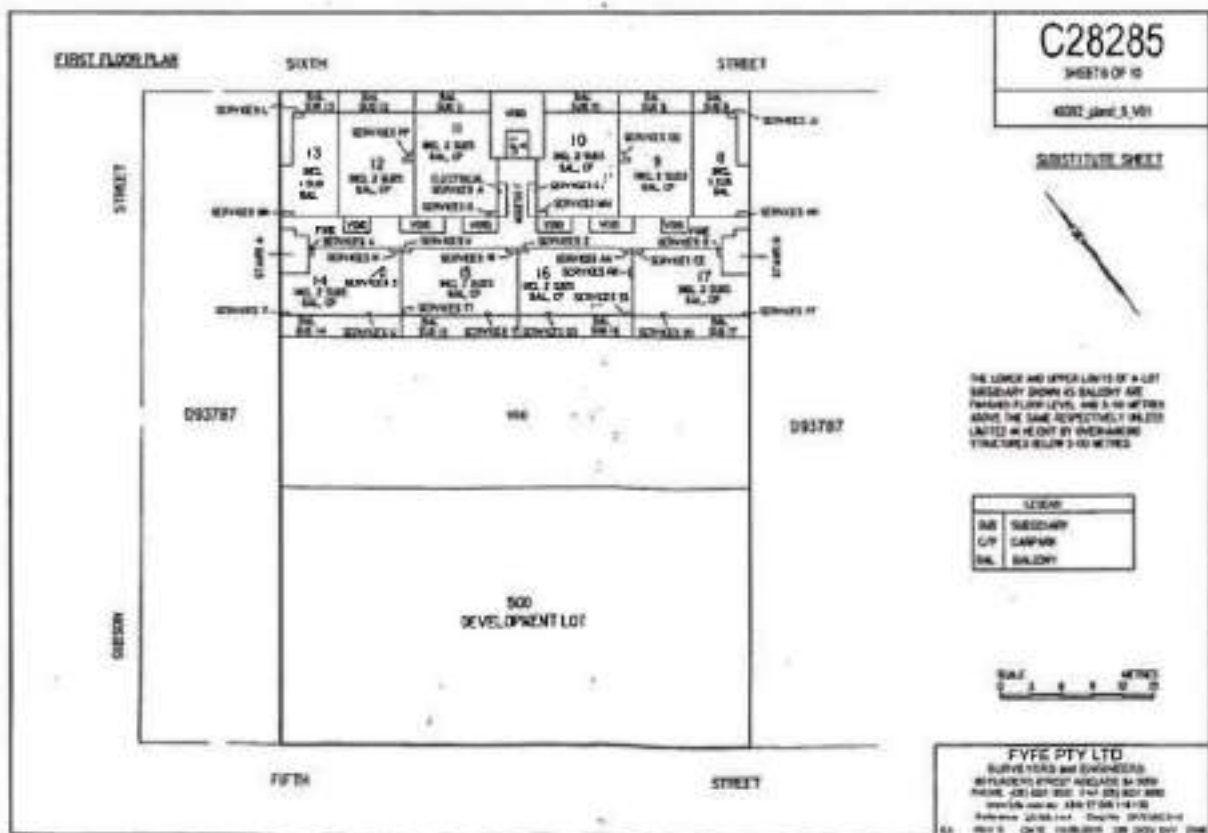
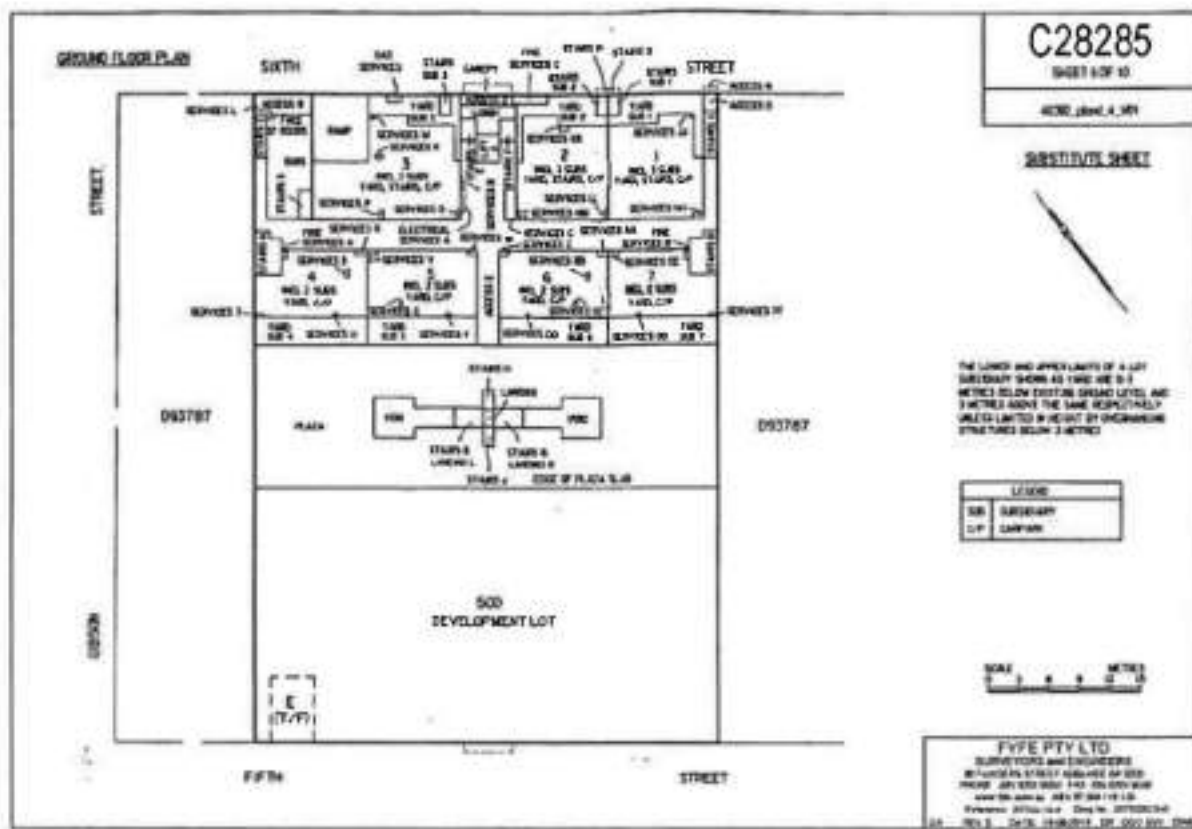
Print Full Name: ANTHONY CATINARI

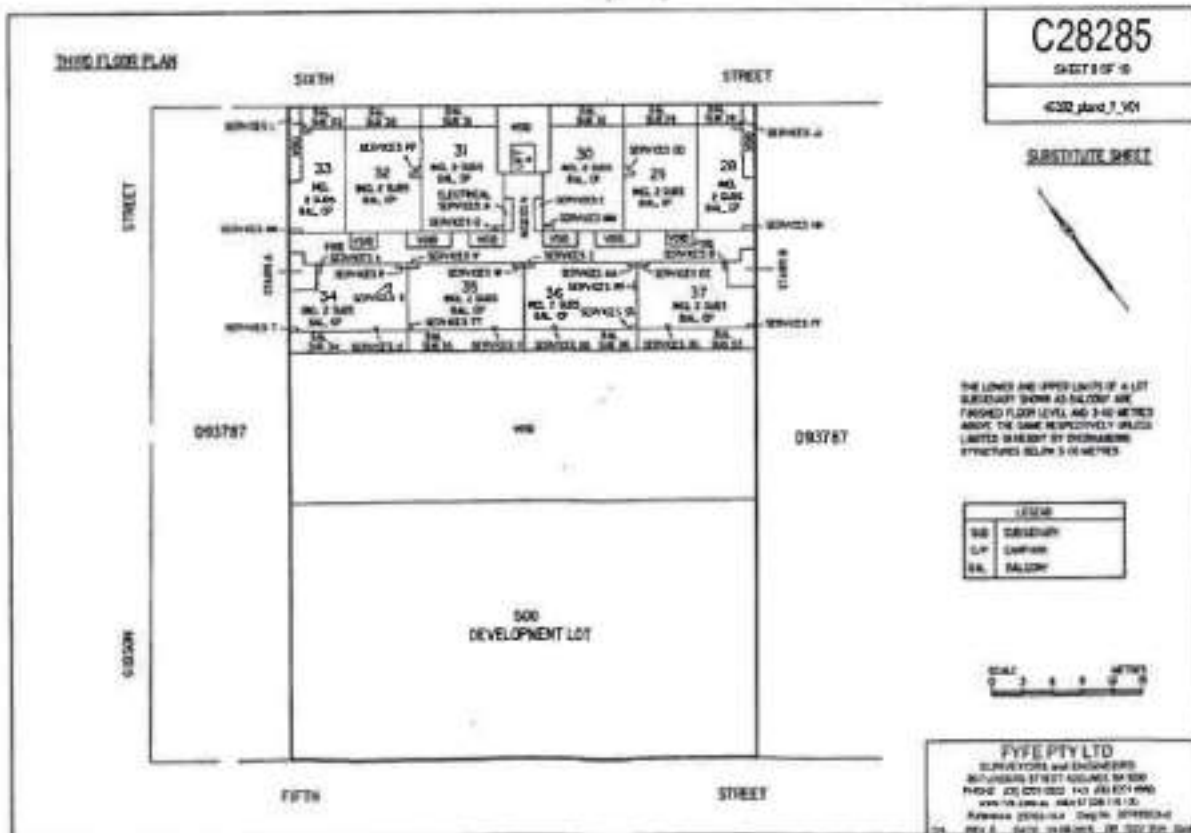
Annexure A – Stage 1 Plan

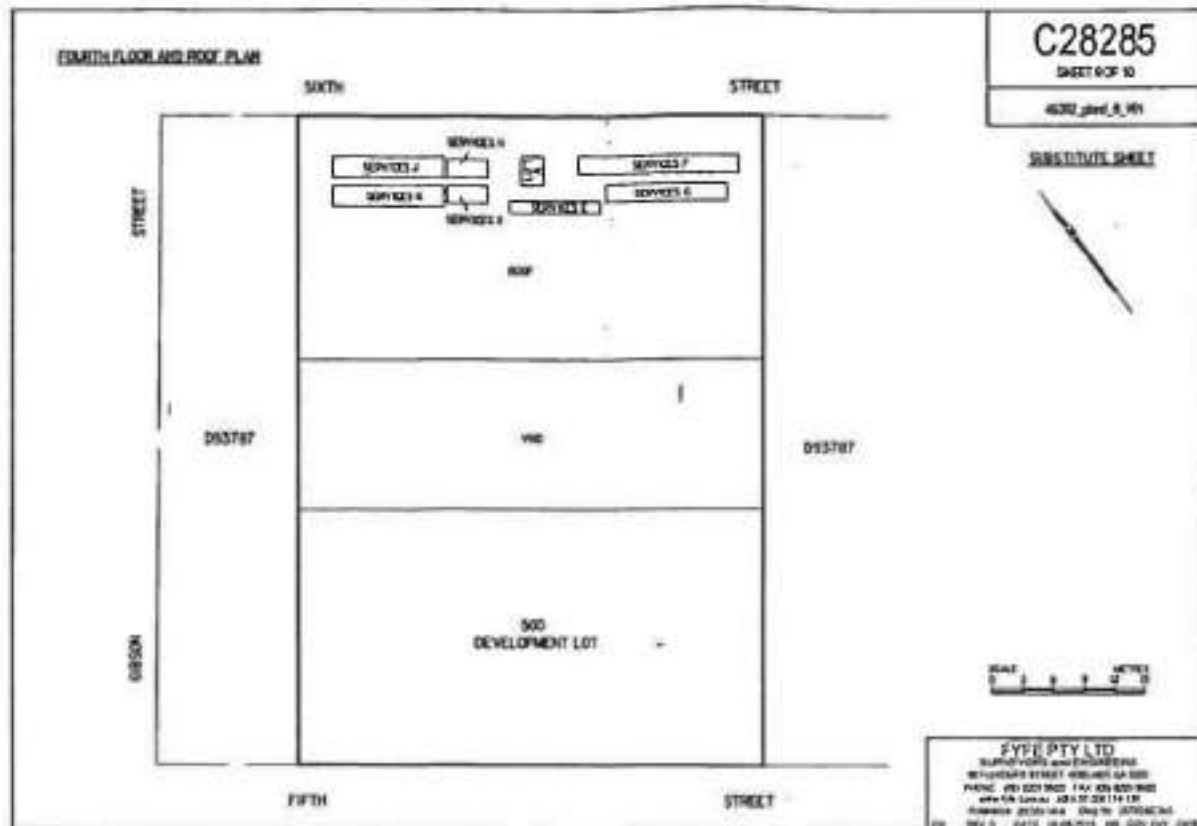
PURPOSE: PRIMARY COMMUNITY	AREA NAME: SIXTH	APPROVED:	 C28285 SUBSTITUTE SHEET SHEET 1 OF 10 4032_001_01_02_001_01
MAP REF: M254/15	COUNCIL: CITY OF CHARLES STURT	DEPOSITED:	
LAST PLAN: D937	DEVELOPMENT NO: 252/05/15/01	ORAGO DEVELOPMENT	
AGENT DETAILS: FIVE PTY LTD 1/155, 1/16 PLUNKERS STREET ADELAIDE SA 5000 PH 08 8210 0000 FAX 08 8210 0000 AGENT CODE: 4032		SURVEYORS CERTIFICATION	
REFERENCE: 2016-14-0040			
SUBJECT TITLE DETAILS: PREFIX VOLUME FOLD OTHER PARCEL NUMBER PLAN NUMBER HUNDRED / 1A / DIVISION TOWN REFERENCE NUMBER CT 818 128 ALLOTMENT 1 201 5 201 100A			
OTHER TITLES AFFECTED: CT 818/128, CT 818/129, CT 818/130			
EASEMENT DETAILS: STATUS LAND SURVEYED FORM CATEGORY IDENTIFIER PURPOSE IN FAVOUR OF CREATION EXISTING COMMON PROPERTY SERVICE EASEMENT (T/F) FOR ELECTRICITY SUPPLY TO: 4032/001/01/02/001/01			
REMARKS: PLAN PROPOSES A 400M STREET AND SHOWS 100M PRIMARY COMMUNITY STRADA ENCROACHMENT OF CARPORTS AND STAIRS AND ACCESS IS OCCURS OVER SIXTH STREET			








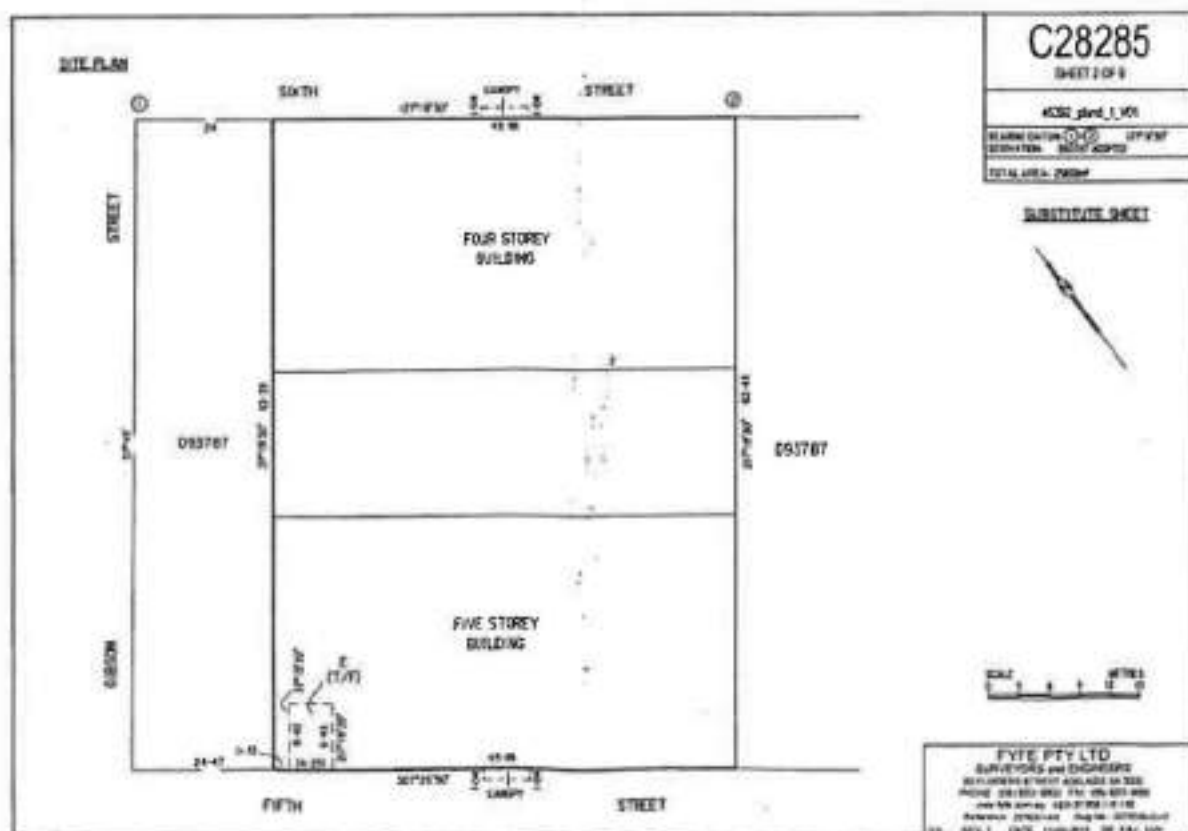


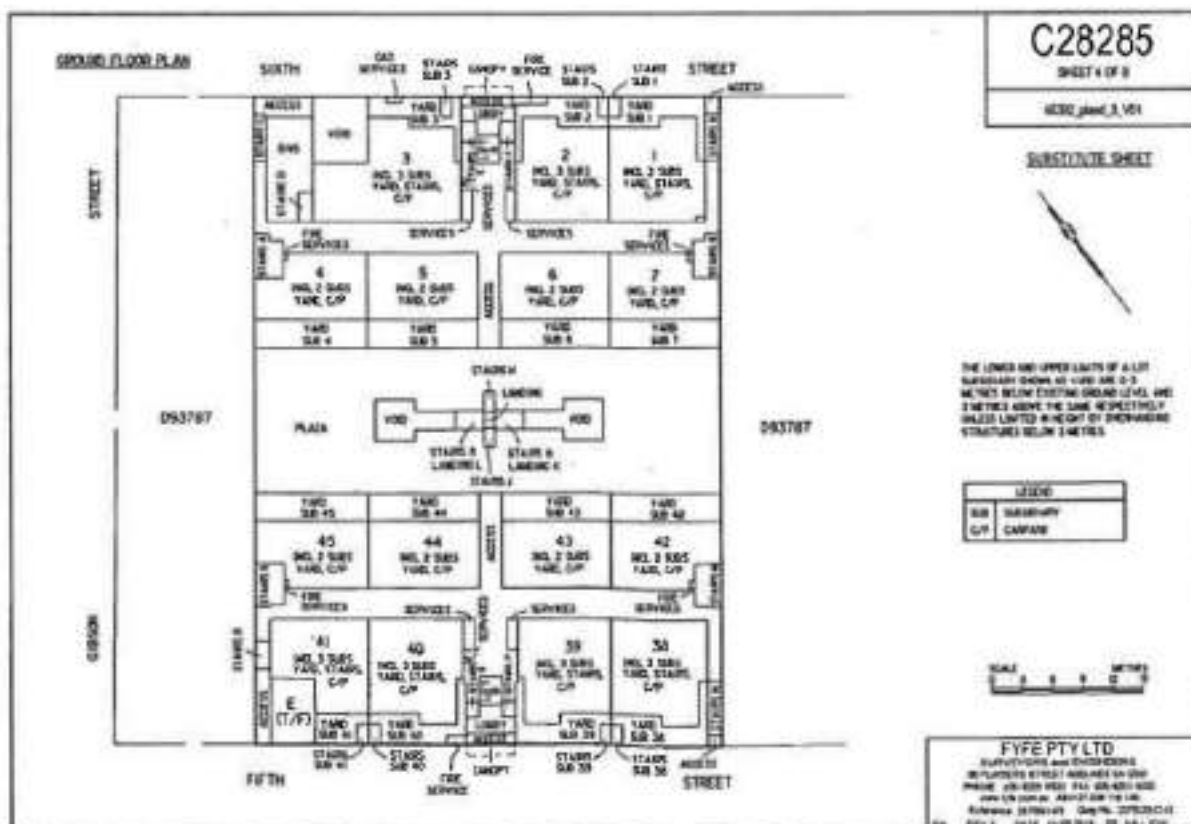
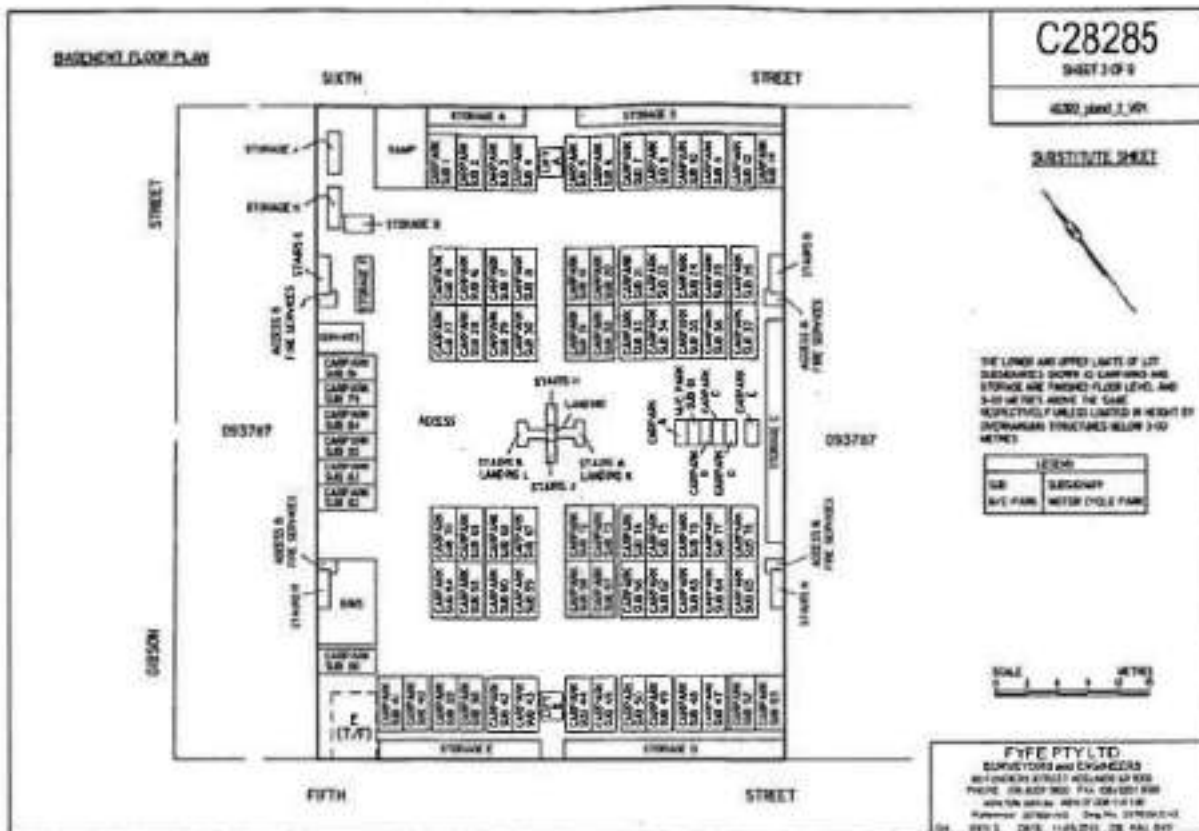


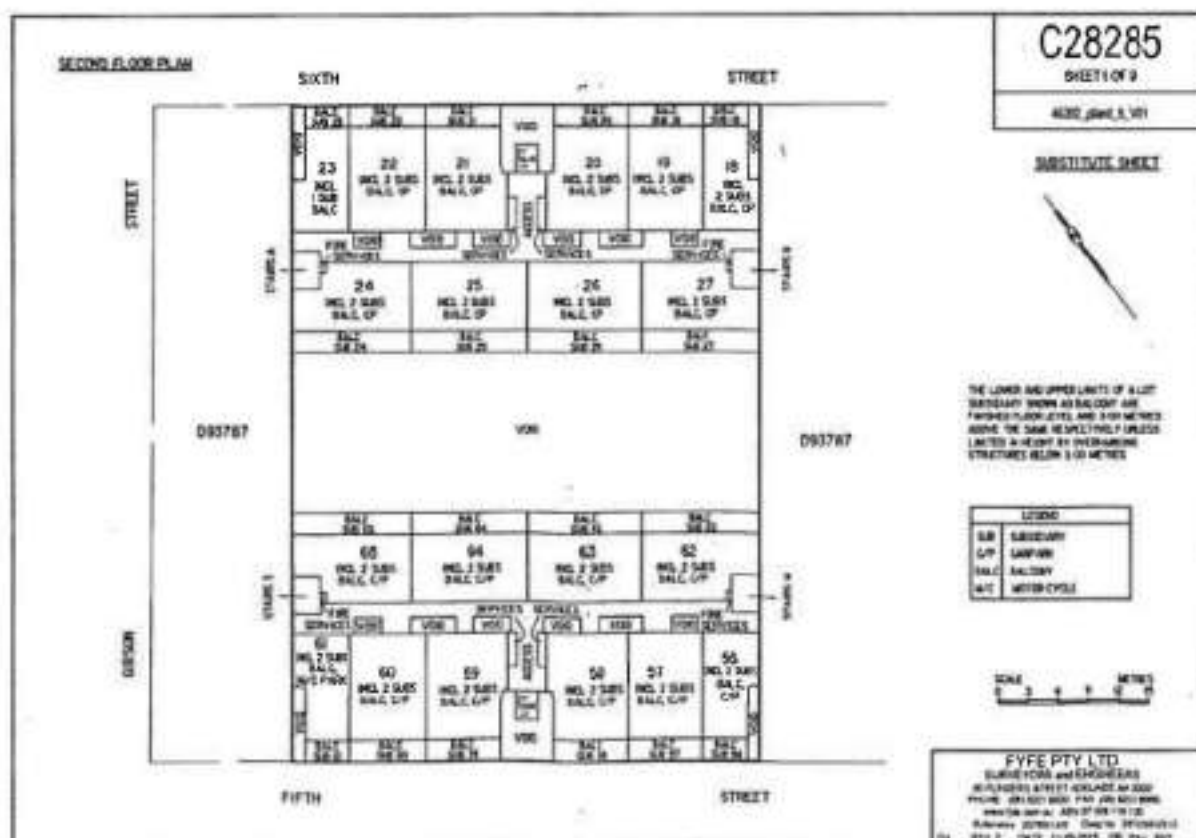
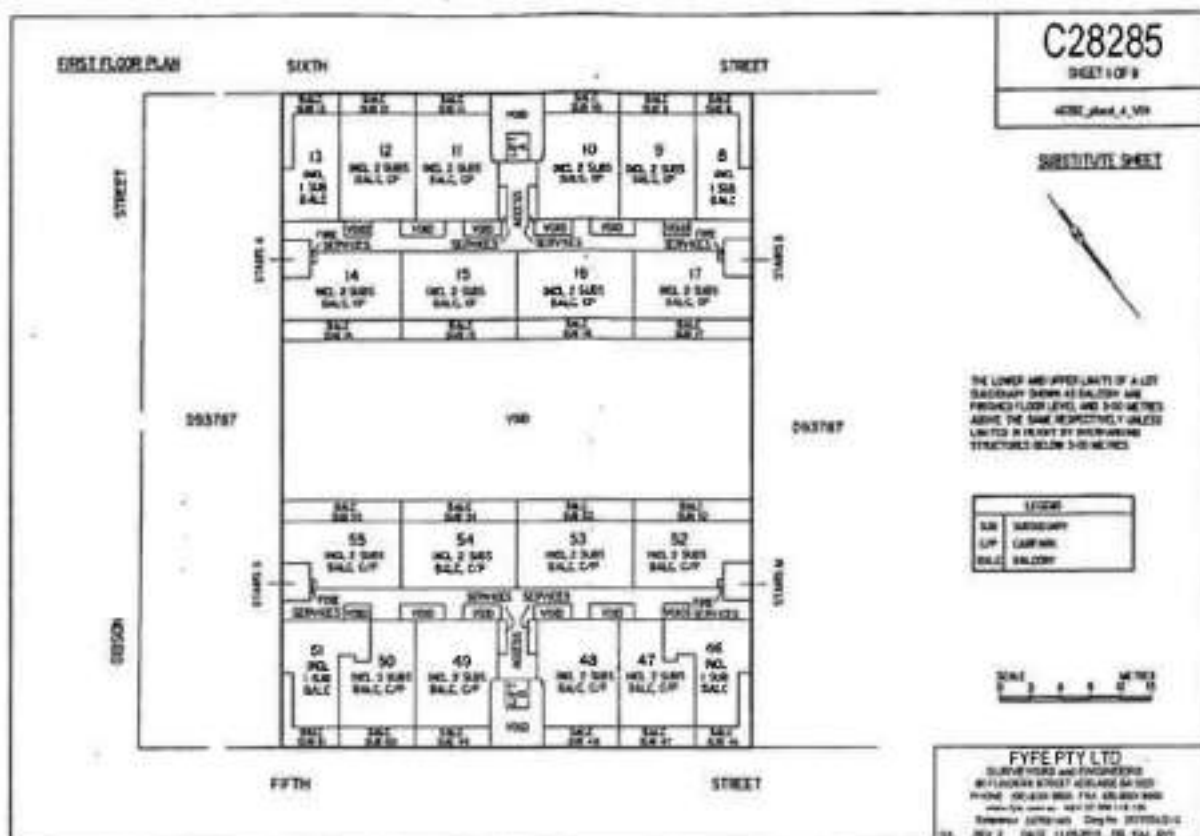
TO BE INSERTED

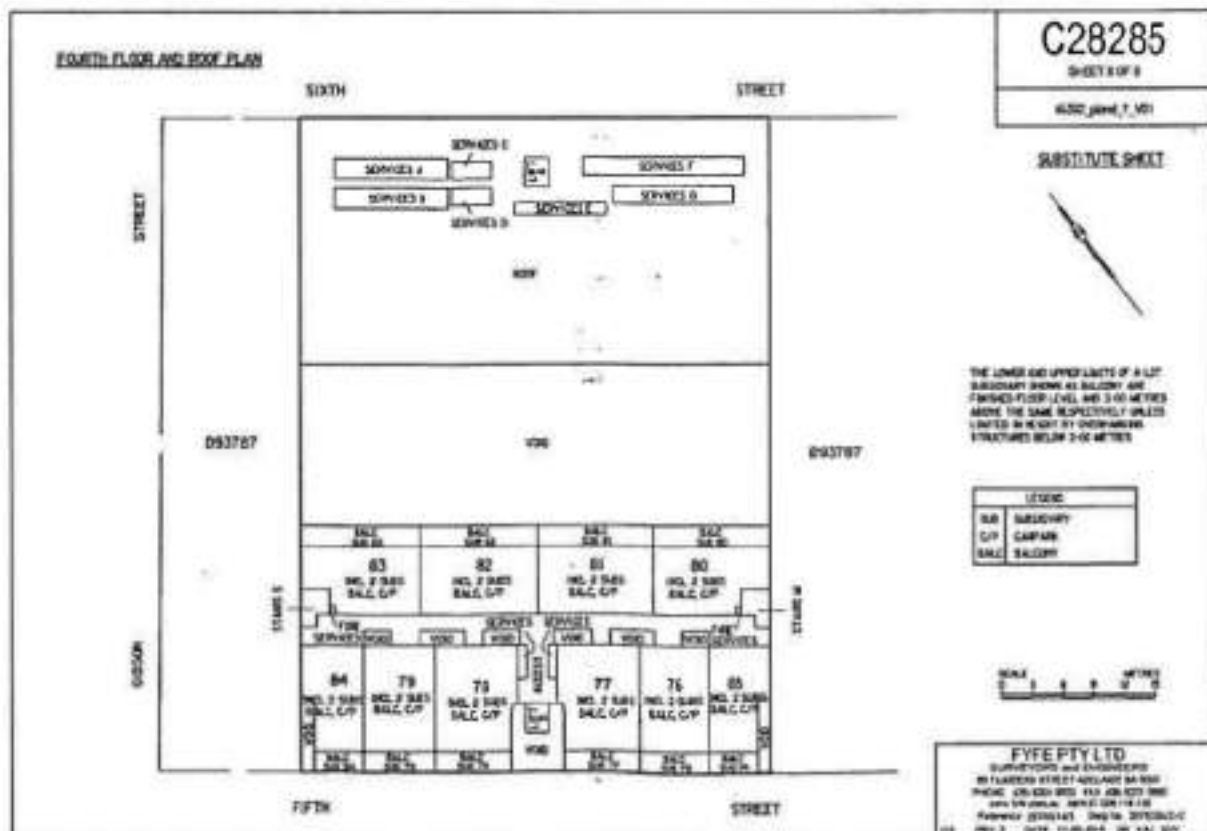
Annexure B – Overall Scheme Plan

PURPOSE:	FRANBY COMMONITY	AREA NAME:	BORON	APPROVED:	 C28285 SUBSTITUTE SHEET SHEET 1 OF 8 FILED_2015_10_15_15001_0					
MAP REF:	983410	COUNCIL:	CITY OF CHALMERSBUR	DEPOSITED:						
LAST PLAN:	983381	DEVELOPMENT NO.:		ORANGE DEPOSITED 20150314						
AGENT DETAILS:		SURVEYORS CERTIFICATION:								
FIVE PTY LTD LEVEL 1 80 MACDONALD STREET ADELAIDE SA 5000 PH: 8218888 FAX: 8218888										
AGENT CODE:										
REFERENCE:										
SUBJECT TITLE DETAILS:										
PREFIX	VOLUME	FOLD	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / 1A / DIVISION	TOWN	REFERENCE NUMBER
CT	1118	100		ALLOTMENT	711	0	8218	1000A		
OTHER TITLES AFFECTED:										
CASEMENT DETAILS:										
STATUS:	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION			
EXISTING	COMMON PROPERTY	DEVICE	ENCLINMENT	001	FOR ELECTRICITY SUPPLY PURPOSES	DISTRIBUTION LESSON CORPORATION SUBJECT TO LANE 800000	02.0.00			
ANNOTATIONS: PLAN PURPOSE IS INCORRECT AND SHOULD BE FRANBY COMMONITY STRUG ENCLINMENT OF CARPETS OCCURS OVER FIFTH STREET, WITH STREET										

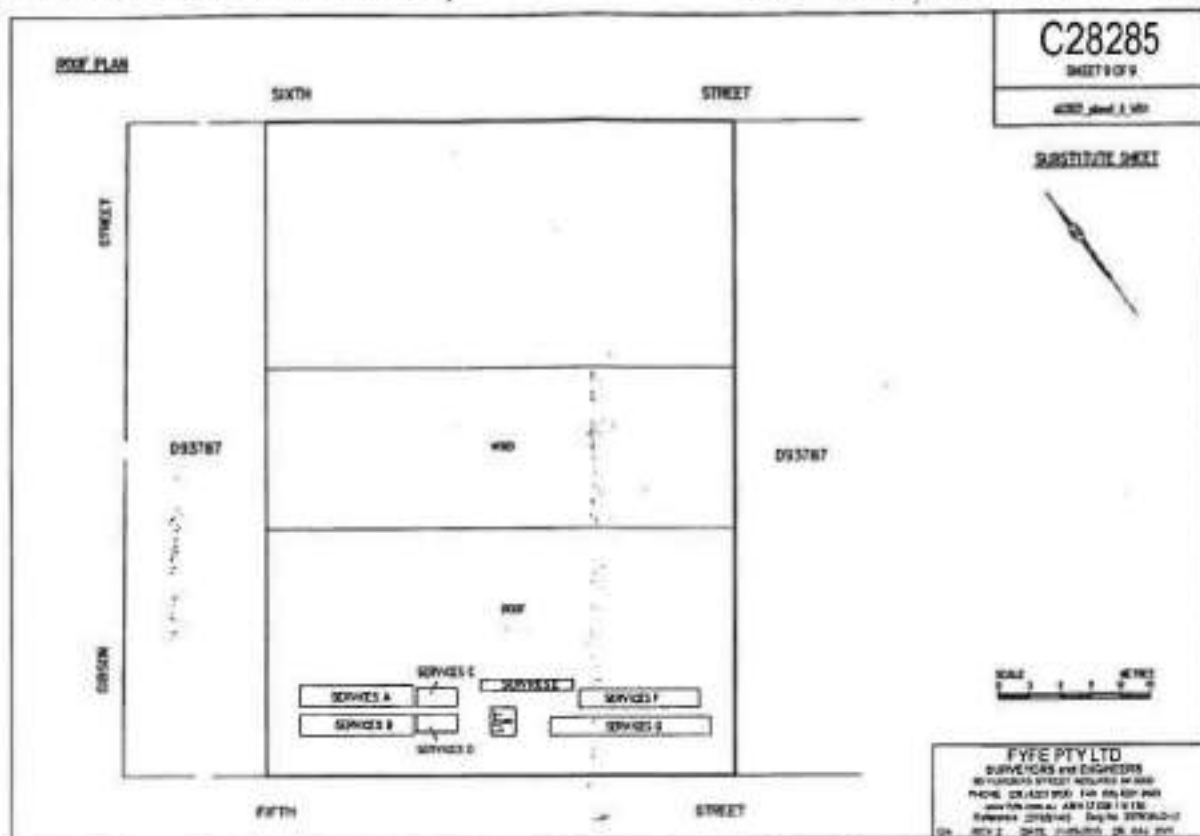


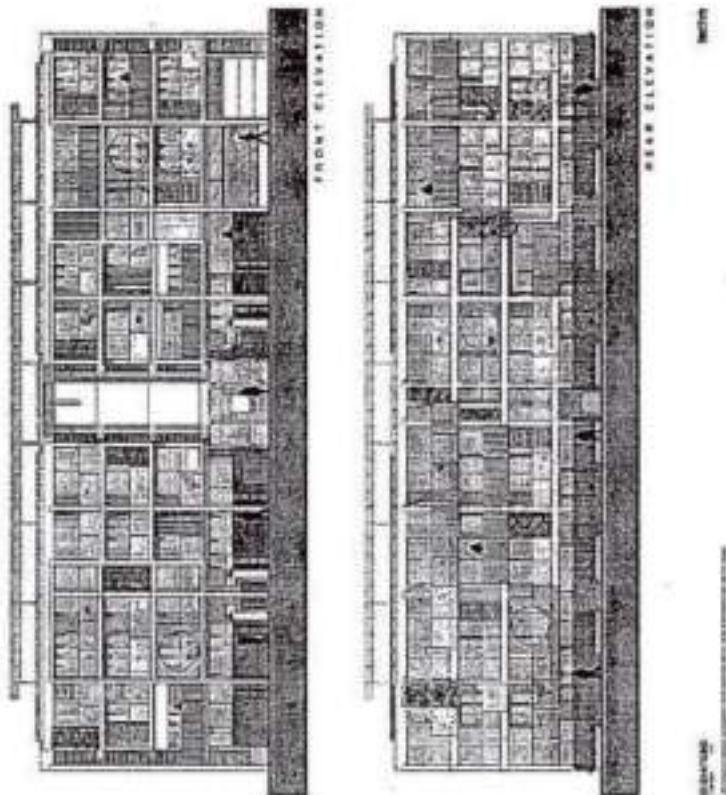


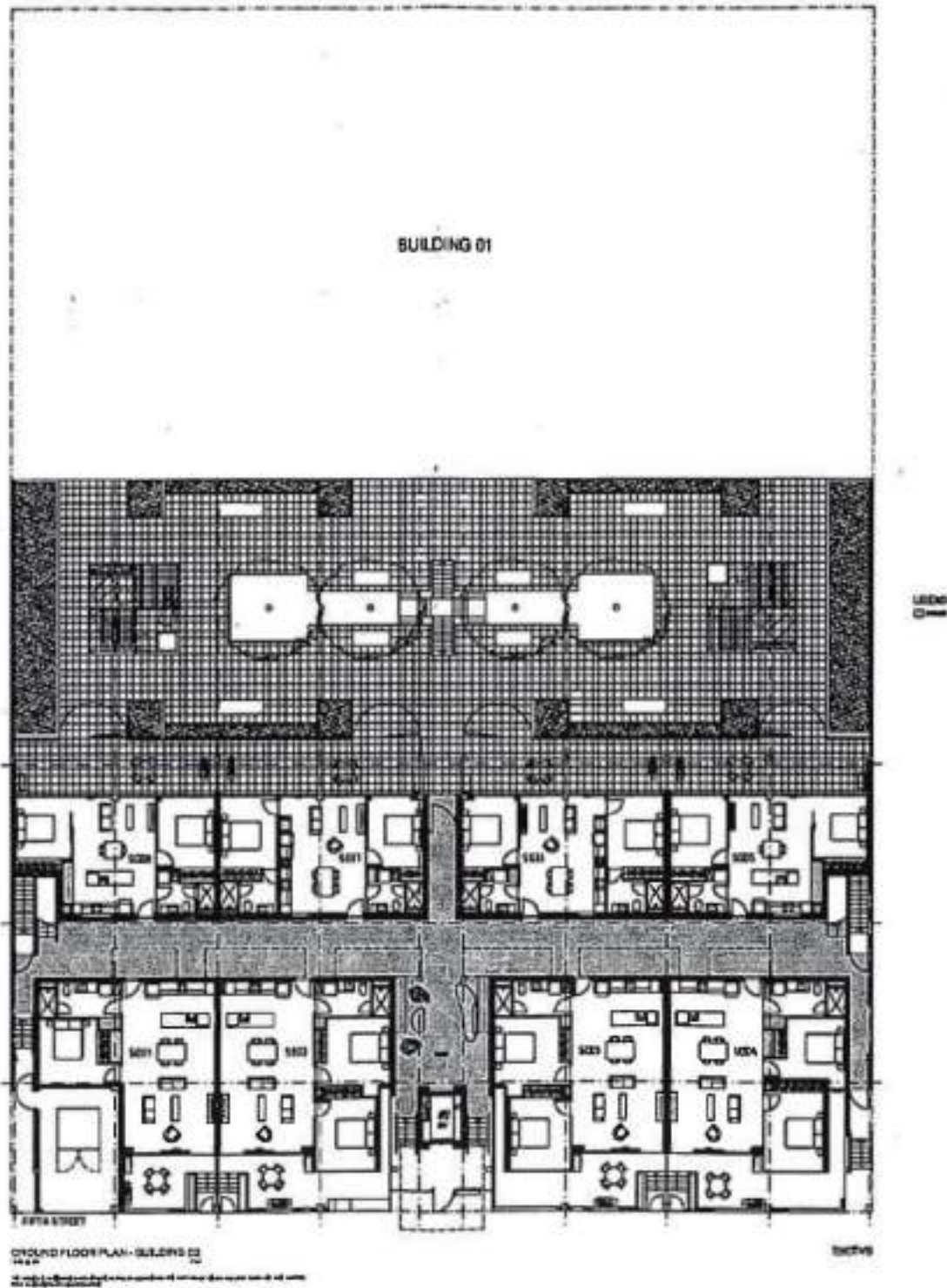


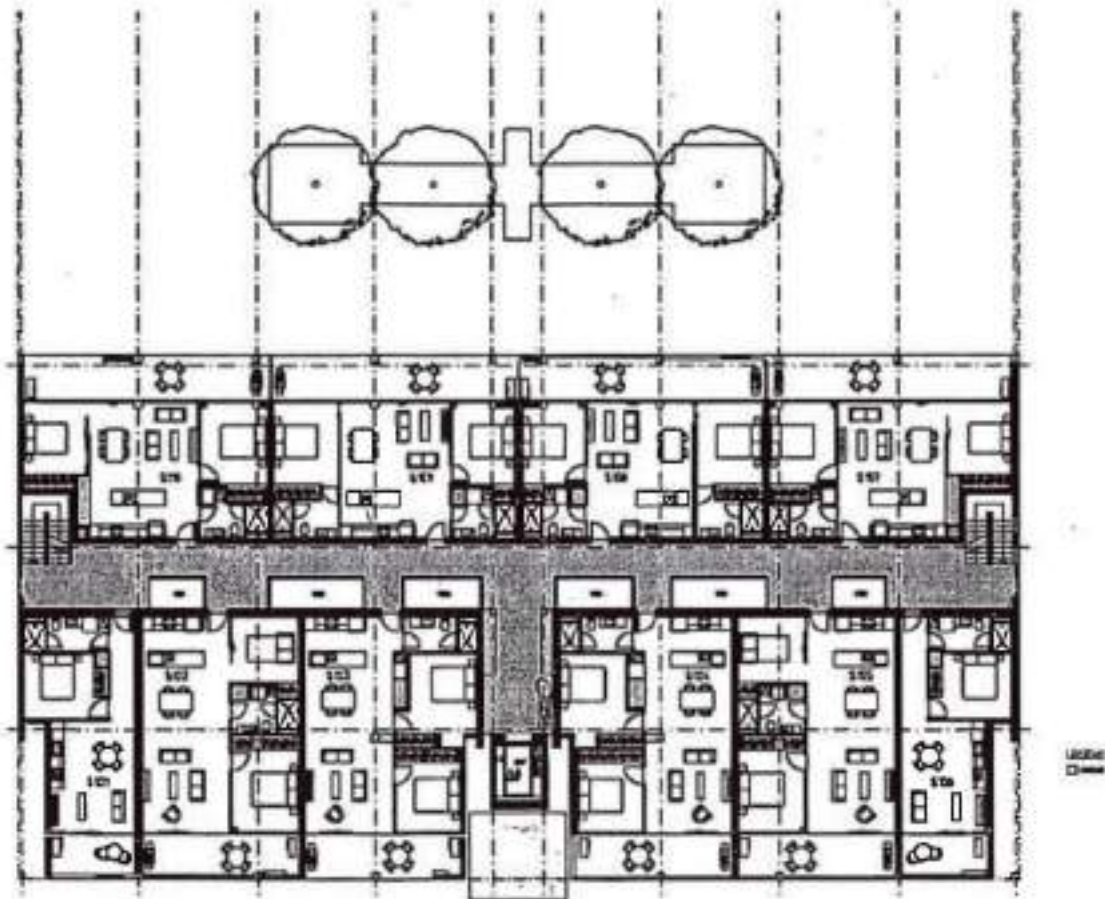


DEVELOPMENT CONTRACT
Development No. 252 / C064 / 15 / 001.





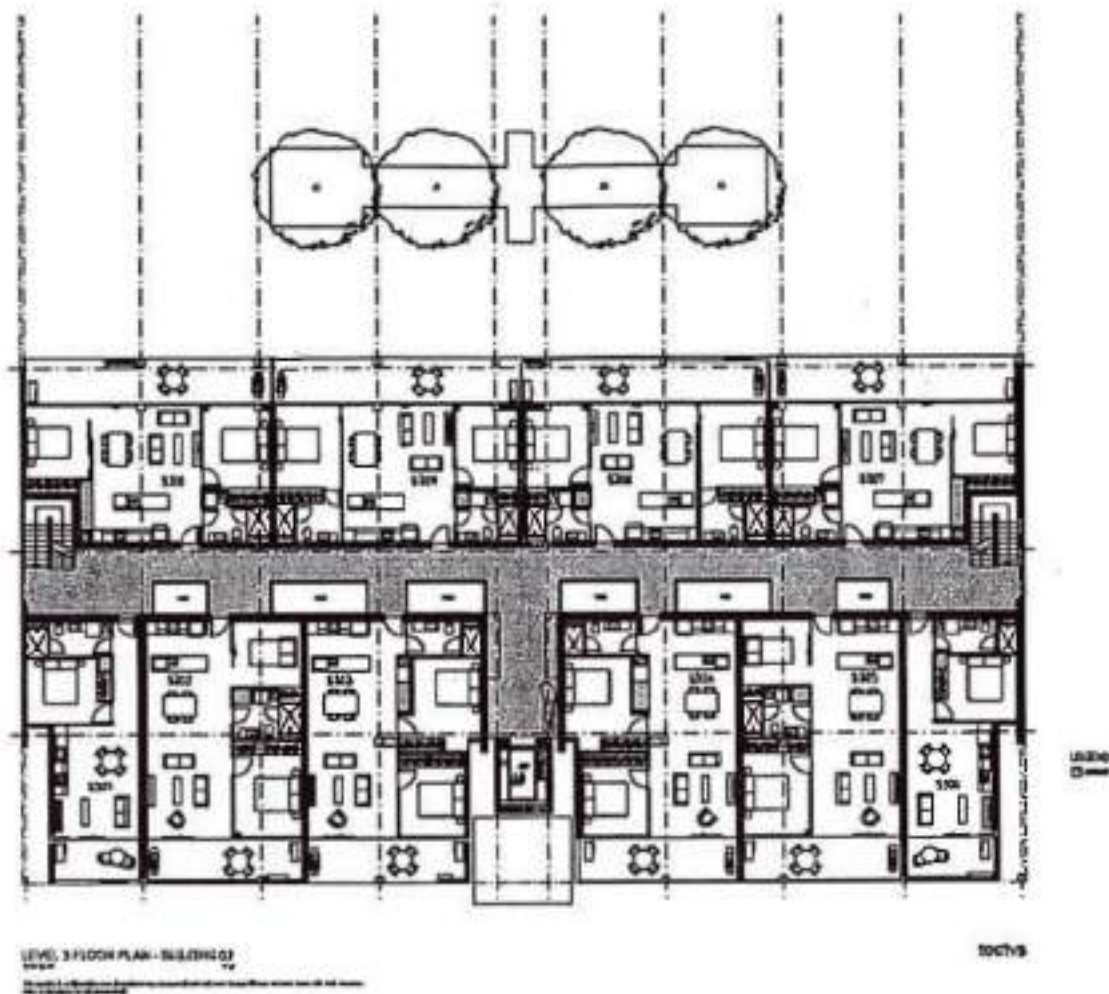


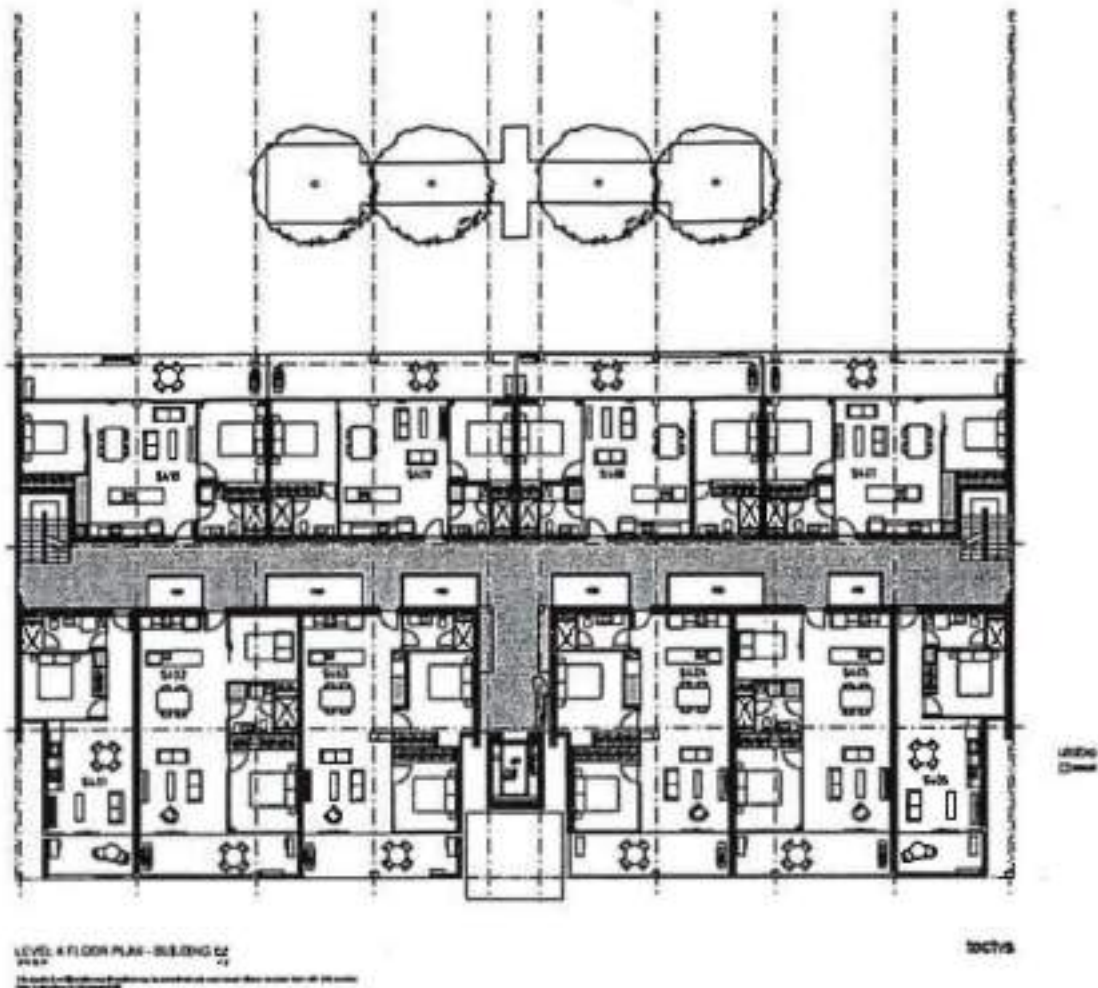


LEVEL 1 FLOOR PLAN - BUILDING 02

10000

10000





**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 805
Emergency Services Funding Act 1998**CERTIFICATE OF
EMERGENCY SERVICES LEVY PAYABLE**

The Emergency Services Levy working for all South Australians

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

PIR Reference No: 2723990

**THE TRUSTEE FOR THE SPRULES FAMILY TRUS
OAKRIDGE CONVEYANCERS
POST OFFICE BOX 115
OLD REYNELLA SA 5161****DATE OF ISSUE**

27/10/2025

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au**OWNERSHIP NUMBER**

0833139*

OWNERSHIP NAME

G R & S L THREDGOLD

PROPERTY DESCRIPTION

305 / 47 FIFTH ST / BOWDEN SA 5007

ASSESSMENT NUMBER

2550730744

TITLE REF.
(A "+" indicates multiple titles)

CT 6175/726

CAPITAL VALUE

\$630,000.00

AREA / FACTORR4
1.000**LAND USE / FACTOR**RE
0.400**LEVY DETAILS:****FINANCIAL YEAR**

2025-2026

FIXED CHARGE**+ VARIABLE CHARGE****- REMISSION****- CONCESSION****+ ARREARS / - PAYMENTS****= AMOUNT PAYABLE**

\$	50.00
\$	213.15
\$	128.25
\$	0.00
\$	0.00
\$	134.90

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

25/01/2026

**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE**PAYMENT REMITTANCE ADVICE****OWNERSHIP NUMBER**

0833139*

OWNERSHIP NAME

G R & S L THREDGOLD

ASSESSMENT NUMBER

2550730744

AMOUNT PAYABLE

\$134.90

AGENT NUMBER

100038656

AGENT NAME

THE TRUSTEE FOR THE SPRULES FAMILY TRUST OAKRIDGE

EXPIRY DATE

25/01/2026

+70101795180022> +001571+ <0550167995> <0000013490> +444+

OFFICIAL: Sensitive

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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




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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 Billor Code: 456285 Ref: 7010179518 Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.ibpay.com.au <small>© Registered to iBPAY Pty Ltd ABN 68 079 127 518</small>	 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**

TREASURY AND FINANCE

ABN 19 040 349 865
Land Tax Act 1936**CERTIFICATE OF LAND TAX PAYABLE**

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

PIR Reference No: 2723990

DATE OF ISSUE

27/10/2025

THE TRUSTEE FOR THE SPRULES FAMILY TRUS
OAKRIDGE CONVEYANCERS
POST OFFICE BOX 115
OLD REYNELLA SA 5161

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au**OWNERSHIP NAME**

G R & S L THREDGOLD

FINANCIAL YEAR

2025-2026

PROPERTY DESCRIPTION

305 / 47 FIFTH ST / BOWDEN SA 5007

ASSESSMENT NUMBER

2550730744

TITLE REF.

(A "*" indicates multiple titles)

CT 6175/726

TAXABLE SITE VALUE

\$39,500.00

AREA

0.0000 HA

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

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

Please Note:

If the Current Tax details above indicate a Nil amount, the property may be subject to an Exemption. This exemption should be validated prior to settlement. In order to ensure indemnity for the purchaser of this land, full payment of the amount payable is required:

ON OR BEFORE**25/01/2026****Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

**RevenueSA**

TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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




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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billers Code: 456293 Ref: 7010179427</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au <small>© Registered to bPAY Pty Ltd ABN 69 075 137 515</small></p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Commissioner of State Taxation, along with this Payment Remittance Advice to: Please refer below: Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
--	---	--

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

Account Number 25 50730 74 4	L.T.O Reference CT6175726	Date of issue 27/10/2025	Agent No. 793	Receipt No. 2723990
--	------------------------------	-----------------------------	------------------	------------------------

OAKRIDGE CONVEYANCERS
PO BOX 115
OLD REYNELLA SA 5161
info@oakridgeconveyancers.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: G R & S L THREDGOLD
Location: U305 47 FIFTH ST BOWDEN LT70 C28285
Description: 3H CP **Capital Value:** \$ 630 000
Rating: Residential

Periodic charges

Raised in current years to 31/12/2025

			\$
	Arrears as at: 30/6/2025	:	0.00
Water main available: 1/7/2016	Water rates	:	164.60
Sewer main available: 1/7/2016	Sewer rates	:	188.00
	Water use	:	59.01
	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	:	206.40CR
	Balance outstanding	:	205.21

Degree of concession: 00.00%
 Recovery action taken: ACCOUNT SENT

Next quarterly charges: Water supply: 82.30 Sewer: 94.00 Bill: 28/1/2026

This account has no meter of its own but is supplied from account no 25 50729 99 7.

The Water Use apportionment option is Uneven.

The apportionment percentage for this account is 1.20%.

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/>.



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

SA Water advises this property is currently subject to an Encumbrance as at the date of issue of this certificate.

South Australian Water Corporation

Name:

G R & S L THREDGOLD

Water & Sewer Account

Acct. No.: 25 50730 74 4

Amount: _____

Address:

U305 47 FIFTH ST BOWDEN LT70 C28285

Payment Options

EFT**EFT Payment**

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	2550730744

**Bill code: 8888**
Ref: 2550730744

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: 2550730744

**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

Our Ref: 650980
Account No: 2550730744
Enquiries: WATER INVESTIGATIONS
Office Hours: 8:30am to 4:30pm
Telephone: (08) 7424 1360
Facsimile: (08) 7003 1360
Date: 08/07/2016

**SOUTH AUSTRALIAN
WATER CORPORATION**

SA Water House
250 Victoria Square
Adelaide SA 5000

GPO Box 1751
Adelaide SA 5001

Telephone +61 8 1300 650 950

ABN 69 336 525 019

PEGASUS 21 PTY. LTD.
LEVEL 2, 89 KING WILLIAM ST
ADELAIDE SA 5000

NOTICE OF ENCUMBRANCE

You are hereby notified that a recycled water notice has been placed on the following property:

305/47 FIFTH ST BOWDEN SA 5007

In accordance with the SA Water Standard Customer Contract SA Water may require you to conduct inspections and audits of your plumbing system on a five-yearly basis or at transfer of ownership.

If you are selling the property, prior to settlement you are required to contact the above telephone number to make arrangements for a recycled water plumbing audit to be performed.

Yours Sincerely



_____(signed) For Chief Executive Officer