

The Form 1 Company™

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FORM 1 - VENDOR'S STATEMENT

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

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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:** BOWEN MAURICE BROGDEN
- Address: 10 SEARISE CLOSE SEAFORD RISE SA 5169
4. **Vendor's registered agent:** FOX REAL ESTATE (SA) PTY LTD ACN 113 976 024
- Address: 192 MELBOURNE STREET NORTH ADELAIDE SA 5006
5. **Date of Contract** (if made before this statement is served): _____
6. **Description of Land** [Identify the land including any certificate of title reference]
- 709/160 RUNDLE MALL ADELAIDE SA 5000 BEING LOT 709 IN SECONDARY COMMUNITY STRATA PLAN 21063 BEING THE WHOLE OF THE LAND IN CERTIFICATE OF TITLE VOLUME 5863 FOLIO 650**

PART B – PURCHASER'S COOLING-OFF RIGHTS AND PROCEEDING WITH THE PURCHASE**TO THE PURCHASER:****Right to cool-off (section 5)****1 – Right to cool-off and restrictions on that right**

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

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

2 – Time for Service

The cooling-off notice must be served –

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

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

3 – Forms of cooling-off notice

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

4 – Methods of service

The cooling-off notice must be –

- (a) given to the vendor personally; or
- (b) posted by registered post to the vendor at the following address:
10 SEARISE CLOSE SEAFORD RISE SA 5169
(being the vendor's last known address); or
- (c) transmitted by fax or email to the following fax number or email address:
Fax: 08 8267 4998 OR Email: fox@foxrealestate.com.au
(being a number or address provided to you by the vendor for the purpose of service of the notice); or
- (d) left for the vendor's agent (with a person apparently responsible to the agent) at, or posted by registered post to the agent at, the following address:
192 MELBOURNE STREET NORTH ADELAIDE SA 5006

(being ~~the agent's address for service under the Land Agents Act 1994~~/an address nominated by the agent to you for the purpose of service of the notice).

Note –

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

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

5 – Effect of service

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

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

PROCEEDING WITH THE PURCHASE

If you wish to proceed with the purchase –

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

PART C – STATEMENT WITH RESPECT TO REQUIRED PARTICULARS (section 7(1))

To the purchaser:

I, **BOWEN MAURICE BROGDEN**

of **10 SEARISE CLOSE SEAFORD RISE SA 5169**

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*.

11-Feb-2026

As Signed to Greatforms by:

Date: _____ Signed:  _____

Date: _____ Signed: _____

Date: _____ Signed: _____

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



(section 9)

To the purchaser:

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

certify that the responses that, subject to the exceptions stated below, the responses to the inquiries made pursuant to section 9 of the *Land and Business (Sale and Conveyancing) Act 1994* confirm the completeness and accuracy of the particulars set out in the Schedule.

Exceptions:

Nil

Date: 9/2/2026 Signed:  _____

Vendor's/Purchaser's agent

*Person authorised to act on behalf of Vendor's/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
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[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 <i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Number of mortgage (if registered): Name of mortgages:	<input type="checkbox"/> YES / NO YES / NO
1.2 Easement (whether over the land or annexed to the land) Note – "Easement" includes rights of way and party wall rights. <i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> PROPERTY INTEREST REPORT Description of land subject to easement: PORTION OF THE LAND IN THE SAID CERTIFICATE OF TITLE Nature of easement: REFER PAGE 12 IN THE PROPERTY INTEREST REPORT FOR DETAILS OF STATUTORY EASEMENTS Are you aware of any encroachment on the easement? NO (If YES , give details): If there is an encroachment, has approval for the encroachment been given? (If YES , give details):	<input checked="" type="checkbox"/> NO YES
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>	<i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Nature of restrictive covenant: Name of person in whose favour restrictive covenant operates: Does the restrictive covenant affect the whole of the land being acquired? (If NO , give details): Does the restrictive covenant affect land other than that being acquired?	<input type="checkbox"/> YES / NO YES / NO
1.4 Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may	<i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> MEMORANDUM OF LEASE, DEED OF ASSIGNMENT AND DEED	<input checked="" type="checkbox"/> NO YES

Column 1	Column 2	Column 3
<p>be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)</p> <p><i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p>OF COVENANT ON TRANSFER OF FREEHOLD</p> <p>Names of parties: THE VENDOR AND CARE PROPERTY PTY LTD</p> <p>Period of lease, agreement for lease etc: From 28/05/2021</p> <p>To 27/05/2031</p> <p>Amount of rent or licence fee: \$AS DETAILED IN THE MEMORANDUM OF LEASE PER ANNUM (period)</p> <p>Is the lease, agreement for lease etc in writing? YES</p> <p>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: NOT APPLICABLE</p> <p>(b) the outstanding amounts due (including any interest or penalty): NOT APPLICABLE</p>	

5. Development Act 1993 (repealed)

<p>5.1 section 42 – Condition (that continues to apply) of a development authorisation</p> <p><i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><i>Is this item applicable?</i> <input checked="" type="checkbox"/></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i> NO</p> <p><i>Are there attachments?</i> YES</p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> CITY OF ADELAIDE SEARCH</p> <p>Condition(s) of authorisation: REFER DEVELOPMENT NUMBER DA/473/2000</p>	
<p>5.1 section 42 – Condition (that continues to apply) of a development authorisation</p> <p><i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><i>Is this item applicable?</i> <input checked="" type="checkbox"/></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i> NO</p> <p><i>Are there attachments?</i> YES</p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> CITY OF ADELAIDE SEARCH</p> <p>Condition(s) of authorisation: REFER DEVELOPMENT NUMBER CO/1/2001 AND ITS VARIATION (CO/25/2001)</p>	
<p>5.1 section 42 – Condition (that continues to apply) of a development authorisation</p> <p><i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><i>Is this item applicable?</i> <input checked="" type="checkbox"/></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i> NO</p> <p><i>Are there attachments?</i> YES</p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> CITY OF ADELAIDE SEARCH</p>	

Column 1	Column 2	Column 3
<i>not applicable.]</i>	Condition(s) of authorisation: REFER DEVELOPMENT NUMBER CO/25/2001	

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> (repeated) or the <i>Planning and Development Act 1967</i> (repeated)	<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>Nature of condition(s):</p>	<p><input type="checkbox"/></p> <p>YES / NO</p> <p>YES / NO</p>
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[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]

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><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>
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[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]

CITY OF ADELAIDE SEARCH AND PROPERTY INTEREST REPORT

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

160 RUNDLE MALL ADELAIDE SA 5000 LT 709 C21063

ZONES

CITY MAIN STREET - CMS

SUBZONES

RUNDLE MALL - RMA

OVERLAYS

AIRPORT BUILDING HEIGHTS (REGULATED) - ALL STRUCTURES OVER 140 METRES AHD

THE AIRPORT BUILDING HEIGHTS (REGULATED) OVERLAY SEEKS TO ENSURE BUILDING HEIGHT DOES NOT POSE A HAZARD TO THE OPERATION AND SAFETY REQUIREMENTS OF COMMERCIAL AND MILITARY AIRFIELDS.

AFFORDABLE HOUSING

THE AFFORDABLE HOUSING OVERLAY SEEKS TO ENSURE THE INTEGRATION OF A RANGE OF AFFORDABLE DWELLING TYPES INTO RESIDENTIAL AND MIXED USE DEVELOPMENT.

BUILDING NEAR AIRFIELDS

THE BUILDING NEAR AIRFIELDS OVERLAY SEEKS TO ENSURE DEVELOPMENT DOES NOT POSE A HAZARD TO THE OPERATIONAL AND SAFETY REQUIREMENTS OF COMMERCIAL AND MILITARY AIRFIELDS.

DESIGN

THE DESIGN OVERLAY SEEKS TO ENSURE SIGNIFICANT

Column 1	Column 2	Column 3
	<p>DEVELOPMENT POSITIVELY CONTRIBUTES TO THE LIVEABILITY, DURABILITY AND SUSTAINABILITY OF THE BUILT ENVIRONMENT THROUGH HIGH-QUALITY DESIGN.</p> <p>HERITAGE ADJACENCY THE HERITAGE ADJACENCY OVERLAY SEEKS TO ENSURE DEVELOPMENT ADJACENT TO STATE AND LOCAL HERITAGE PLACES MAINTAINS THE HERITAGE AND CULTURAL VALUES OF THOSE PLACES.</p> <p>HAZARDS (FLOODING - EVIDENCE REQUIRED) THE HAZARDS (FLOODING - EVIDENCE REQUIRED) OVERLAY ADOPTS A PRECAUTIONARY APPROACH TO MITIGATE POTENTIAL IMPACTS OF POTENTIAL FLOOD RISK THROUGH APPROPRIATE SITING AND DESIGN OF DEVELOPMENT.</p> <p>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.</p> <p>PRESCRIBED WELLS AREA THE PRESCRIBED WELLS AREA OVERLAY SEEKS TO ENSURE SUSTAINABLE WATER USE IN PRESCRIBED WELLS AREAS.</p> <p>REGULATED AND SIGNIFICANT TREE THE REGULATED AND SIGNIFICANT TREE OVERLAY SEEKS TO MITIGATE THE LOSS OF REGULATED TREES THROUGH APPROPRIATE DEVELOPMENT AND REDEVELOPMENT.</p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area? NO</p> <p>Is the land designated as a local heritage place? 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? NO</p> <p>Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? YES</p> <p>Note – For further information about the Planning and Design Code visit https://code.plan.sa.gov.au.</p>	
<p>29.2 section 127 – Condition (that continues to apply) of a development authorisation</p> <p><i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p><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><input type="checkbox"/></p> <p>YES / NO</p> <p>YES / NO</p>

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

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Column 1

Column 2

Column 3

Condition(s) of authorisation:

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

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SCHEDULE – DIVISION 2 – OTHER PARTICULARS**(section 7(1)(b))****Particulars of transactions in last 12 months**

If the vendor, within 12 months before the date of the contract of sale –:

- (a) obtained title to the land; or
- (b) obtained an option to purchase the land; or
- (c) entered into a contract to purchase the land (whether on the vendor's own behalf or on behalf of another),

the vendor must provide the following particulars of all transactions relating to the acquisition of the interest that occurred within that 12 month period:

- 1 The name and address of each party to the transaction and of each person in whom an interest vested as a result of the transaction:

**LAURA MARIANA MONTEAGUDO OF UNIT 34 KELMAN VINEYARD 2 OAKY CREEK ROAD
CESSNOCK NSW 2325 AND BERISLAV MIKULIC OF UNIT 34 KELMAN VINEYARD 2 OAKY CREEK
ROAD CESSNOCK NSW 2325; AND**

BOWEN MAURICE BROGDEN OF 10 SEARISE CLOSE SEAFORD RISE SA 5169

- 2 The date and nature of each instrument registered on the certificate of title or, if no such instrument has been registered, the date and nature of each document forming the whole or part of a contract relating to the transaction.

TRANSFER DATED 13/02/2025

- 3 Particulars of the consideration provided for the purposes of the transaction:

\$133,000

The above particulars must be provided for each transaction.

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

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

1 Name of community corporation:

COMMUNITY CORPORATION 21063 INC

Address of community corporation:

160 RUNDLE MALL ADELAIDE SA 5000

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 COMMUNITY CORPORATION SEARCH ANNEXED HERETO

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

REFER COMMUNITY CORPORATION SEARCH ANNEXED HERETO

(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 COMMUNITY CORPORATION SEARCH ANNEXED HERETO

(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:

NOT APPLICABLE

(e) if the lot is a community lot, particulars of the lot entitlement of the lot:

LOT 709 : 110 OF 11,000*[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.

NO*[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:

AN APPLICATION WAS SENT TO HORNER MANAGEMENT ON 20 JANUARY 2026

6 The following documents are enclosed:

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

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- (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:

HORNER MANAGEMENT

Address:

232 SOUTH ROAD MILE END SA 5031**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 –
- site contamination (within the meaning of the *Environment Protection Act 1993*) at the land; or
 - 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:
- the nature and extent of contamination of the land by chemical substances present or remaining on or below the surface of the land; and
 - the suitability of the land for a particular use; and
 - 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, feltmongery 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 any kind listed in paragraph (a) has taken place; or
 - (ii) a prescribed commercial or industrial activity (see item 1(2) above) has taken place?

YES

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:

OFFICE USE AND ASSOCIATED ACTIVITIES HAVE TAKEN PLACE BEFORE THE VENDOR ACQUIRED AN INTEREST IN THE LAND. STUDENT ACCOMMODATION AND ASSOCIATED ACTIVITIES HAVE TAKEN PLACE BEFORE AND 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?–
NO
- (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?
NO
- (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?
NO
- (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?
NO

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?

NO

- (d) a copy of a site contamination audit report?

NO

- (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?

NO

- (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.

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

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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*)?

YES

Note –

This 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)(1)).

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

Further information

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

The Australian Institute of Conveyancers (SA Division) (AICSA) provides information and operates a Public Advice Service with respect to conveyancers and the conveyancing process, see www.aicsa.com.au.

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

You can also seek advice from a legal practitioner.

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser hereby acknowledges receipt of the following:

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

the above being identified by page numbered 1 to 19 inclusive, together with the following annexures and supporting documents (if any):

- CERTIFICATE OF TITLE VOLUME 5863 FOLIO 650**
- PROPERTY INTEREST REPORT**
- SA WATER, EMERGENCY SERVICES LEVY AND LAND TAX CERTIFICATES**
- CITY OF ADELAIDE SEARCH**
- COMMUNITY PLAN 21063**
- COMMUNITY CORPORATION SEARCH**
- SCHEME DESCRIPTION 9194908**
- BY-LAWS 9194909**
- MEMORANDUM OF LEASE, DEED OF ASSIGNMENT AND DEED OF COVENANT ON TRANSFER OF FREEHOLD**

SIGNED BY THE PURCHASER:

THIS _____ DAY OF _____

(Signature)

(Signature)

(Signature)

(Signature)

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

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

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

Buyers information notice

Prescribed notice to be given to purchaser

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

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

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

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

Safety

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



Enjoyment

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

Value

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

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

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



Product Register Search (CT 5863/650)
 Date/Time 19/01/2026 11:14AM
 Customer Reference
 Order ID 20260119003454

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 5863 Folio 650

Parent Title(s) CT 5611/199
 Creating Dealing(s) ACT 9233923
 Title Issued 03/01/2002 Edition 6 Edition Issued 18/02/2025

Estate Type

FEE SIMPLE

Registered Proprietor

BOWEN MAURICE BROGDEN
 OF 10 SEARISE CLOSE SEAFORD RISE SA 5169

Description of Land

LOT 709 SECONDARY COMMUNITY STRATA PLAN 21063
 IN THE AREA NAMED ADELAIDE
 HUNDRED OF ADELAIDE

Easements

NIL

Schedule of Dealings

NIL

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
12/10/2001	9194908	SCHEME DESCRIPTION	FILED
12/10/2001	9194909	BY-LAWS	FILED

Registrar-General's Notes

AFFECTED BY S14266

Administrative Interests NIL

Property Interest Report

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

Title Reference	CT 5863/650	Reference No. 2747455
Registered Proprietors	B M*BROGDEN	Prepared 19/01/2026 11:14
Address of Property	Unit 709 FL 7, 160 RUNDLE MALL, ADELAIDE, SA 5000	
Local Govt. Authority	THE CORPORATION OF THE CITY OF ADELAIDE	
Local Govt. Address	GPO BOX 2252 ADELAIDE SA 5001	

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

Table of Particulars

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

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

Prescribed encumbrance

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

1. General

- | | | |
|-----|--|--|
| 1.1 | Mortgage of land

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

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

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

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

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

also

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

2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

3. *Burial and Cremation Act 2013*

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

4. *Crown Rates and Taxes Recovery Act 1945*

- 4.1 section 5 - Notice requiring payment

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

5. *Development Act 1993 (repealed)*

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

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

6. Repealed Act conditions

- 6.1 Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971 (repealed)*, the *City of Adelaide Development Control Act, 1976 (repealed)*, the *Planning Act 1982 (repealed)* or the *Planning and Development Act 1967 (repealed)*
State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
also
Contact the Local Government Authority for other details that might apply
- (Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.)*

7. Emergency Services Funding Act 1998

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

8. Environment Protection Act 1993

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

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

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

17. *Land Acquisition Act 1969*

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

18. *Landscape South Australia Act 2019*

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

Act

18.18	section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any notice affecting this title
18.19	section 211 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any notice affecting this title
18.20	section 215 - Orders made by ERD Court	The regional landscape board has no record of any notice affecting this title
18.21	section 219 - Management agreements	The regional landscape board has no record of any notice affecting this title
18.22	section 235 - Additional orders on conviction	The regional landscape board has no record of any notice affecting this title
19. Land Tax Act 1936		
19.1	Notice, order or demand for payment of land tax	<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.	<i>Plant Health Act 2009</i>	
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.	<i>Public and Environmental Health Act 1987 (repealed)</i>	
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	<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2 - Condition (that continues to apply) of an approval</i>	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	<i>Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19 - Maintenance order (that has not been complied with)</i>	Public Health in DHW has no record of any order affecting this title
		also
		Contact the Local Government Authority for other details that might apply

32. South Australian Public Health Act 2011

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

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

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

34. Water Industry Act 2012

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

35. Water Resources Act 1997 (repealed)

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

36. Other charges

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

Other Particulars

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

1. Particulars of transactions in last 12 months	Contact the vendor for these details
2. Particulars relating to community lot (including strata lot) or development lot	Enquire directly to the Secretary or Manager of the Community Corporation
3. Particulars relating to strata unit	Enquire directly to the Secretary or Manager of the Strata Corporation
4. Particulars of building indemnity insurance	Contact the vendor for these details also Contact the Local Government Authority
5. Particulars relating to asbestos at workplaces	Contact the vendor for these details
6. Particulars relating to aluminium composite panels	Please note that the audit is limited to classes of buildings, and that this note does not confirm the presence or absence of Aluminium Composite Panelling. Contact the vendor for relevant details.
7. Particulars relating to court or tribunal process	Contact the vendor for these details
8. Particulars relating to land irrigated or drained under Irrigation Acts	SA Water will arrange for a response to this item where applicable
9. Particulars relating to environment protection	Contact the vendor for details of item 2 also EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title also Contact the Local Government Authority for information relating to item 6
10. Particulars relating to <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.



Product	Title and Valuation Package
Date/Time	19/01/2026 11:14AM
Customer Reference	
Order ID	20260119003454

Certificate of Title

Title Reference	CT 5863/650
Status	CURRENT
Easement	NO
Owner Number	19149913
Address for Notices	10 SEARISE CL SEAFORD RISE, SA 5169
Area	NOT AVAILABLE

Estate Type

Fee Simple

Registered Proprietor

BOWEN MAURICE BROGDEN
OF 10 SEARISE CLOSE SEAFORD RISE SA 5169

Description of Land

LOT 709 SECONDARY COMMUNITY STRATA PLAN 21063
IN THE AREA NAMED ADELAIDE
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference	TRANSFER (T) 14462107
Dealing Date	13/02/2025
Sale Price	\$133,000
Sale Type	FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

NIL

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
0203544446	CURRENT	Unit 709 FL 7, 160 RUNDLE MALL, ADELAIDE, SA 5000

Notations

Dealings Affecting Title

NIL

Notations on Plan



Product	Title and Valuation Package
Date/Time	19/01/2026 11:14AM
Customer Reference	
Order ID	20260119003454

Lodgement Date	Dealing Number	Descriptions	Status
12/10/2001 12:10	9194908	SCHEME DESCRIPTION	FILED
12/10/2001 12:10	9194909	BY-LAWS	FILED

Registrar-General's Notes

AFFECTED BY S14266

Administrative Interests

NIL

Valuation Record

Valuation Number	0203544446
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2002
Property Location	Unit 709 FL 7, 160 RUNDLE MALL, ADELAIDE, SA 5000
Local Government	ADELAIDE
Owner Names	BOWEN MAURICE BROGDEN
Owner Number	19149913
Address for Notices	10 SEARISE CL SEAFORD RISE, SA 5169
Zone / Subzone	CMS - City Main Street \ RMa - Rundle Mall
Water Available	Yes
Sewer Available	Yes
Land Use	1720 - College And University Residential Accommodation
Description	STUDENT ACCOMM
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C21063 LOT 709	CT 5863/650

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$55,000	\$139,000			
Previous	\$52,000	\$124,000			



Product	Title and Valuation Package
Date/Time	19/01/2026 11:14AM
Customer Reference	
Order ID	20260119003454

Building Details

Valuation Number	0203544446
Building Style	Contemporary
Year Built	1968
Building Condition	Good
Wall Construction	Concrete
Roof Construction	Galvanised Iron
Equivalent Main Area	30 sqm
Number of Main Rooms	2

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



Product
Date/Time
Customer Reference
Order ID

Check Search
19/01/2026 11:14AM
20260119003454

Certificate of Title

Title Reference: CT 5863/650
Status: CURRENT
Edition: 6

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
12/10/2001	18/12/2001	9194908	SCHEME DESCRIPTION	FILED	C21063
12/10/2001	18/12/2001	9194909	BY-LAWS	FILED	C21063

Registrar-General's Notes

AFFECTED BY S14266



Account Number 02 03544 44 6	L.T.O Reference CT5863650	Date of issue 20/1/2026	Agent No. 7734	Receipt No. 2747455
--	------------------------------	----------------------------	-------------------	------------------------

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

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: B M BROGDEN
Location: U709 160 RUNDLE MALL ADELAIDE LT709 C21063
Description: STUDENT ACCOMM **Capital Value:** \$ 139 000
Rating: Residential

Periodic charges

Raised in current years to 31/3/2026

			\$
	Arrears as at: 30/6/2025	:	0.00
Water main available:	1/7/2002	Water rates	246.90
Sewer main available:	1/7/2002	Sewer rates	282.00
		Water use	0.00
		SA Govt concession	0.00
		Recycled Water Use	0.00
		Service Rent	0.00
		Recycled Service Rent	0.00
		Other charges	0.00
		Goods and Services Tax	0.00
		Amount paid	528.90CR
		Balance outstanding	0.00

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

Next quarterly charges: Water supply: 82.30 Sewer: 94.00 Bill: 1/4/2026

This account has no meter of its own but is supplied from account no 02 03540 65 6.

The Water Use apportionment option is Nil.

If your property was constructed before 1929, it's recommended you request a property interest report and internal 'as constructed' sanitary drainage drawing to understand any specific requirements relating to the existing arrangements.

As constructed sanitary drainage drawings can be found at <https://maps.sa.gov.au/drainageplans/>.

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



South Australian Water Corporation
250 Victoria Square/Tarntanyangga
Adelaide SA 5000
GPO Box 1751 Adelaide SA 5001

1300 SA WATER
(1300 729 283)
ARN 69 336 525 019
sawater.com.au



South Australian Water Corporation
250 Victoria Square/Territoryyangga
Adelaide SA 5000
GPO Box 1751 Adelaide SA 5001

1300 SA WATER
(1300 729 283)
ABN 69 336 525 019
sawater.com.au



South Australian Water Corporation

Name:

B M BROGDEN

Water & Sewer Account

Acct. No.: 02 03544 44 6

Amount: _____

Address:

U709 160 RUNDLE MALL ADELAIDE
LT709 C21063

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0203544446



Bill code: 8888
Ref: 0203544446

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: 0203544446



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 69 396 525 019
sawater.com.au



ABN 19 040 349 865

Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

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

PIR Reference No: 2747455

THE FORM 1 COMPANY
GPO BOX 1651
ADELAIDE SA 5001

DATE OF ISSUE

19/01/2026

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NUMBER	OWNERSHIP NAME			
19149913	B M BROGDEN			
PROPERTY DESCRIPTION				
U708 F7 160 RUNDLE MALL / ADELAIDE SA 5000 / LT 709 C21063				
ASSESSMENT NUMBER	TITLE REF.	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
	(A "+" indicates multiple sites)		R4	RE
0203544446	CT 5883/850	\$139,000.00	1.000	0.400

LEVY DETAILS:		FIXED CHARGE	\$	50.00
		+ VARIABLE CHARGE	\$	47.00
FINANCIAL YEAR		- REMISSION	\$	28.30
2025-2026		- CONCESSION	\$	0.00
		+ ARREARS / - PAYMENTS	\$	-68.70
		= AMOUNT PAYABLE	\$	0.00

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

EXPIRY DATE 19/04/2026



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

OFFICIAL: Sensitive**Please Note:**

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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




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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billers Code: 456285 Ref: 7013528919</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.ibpay.com.au <small>© Registered to iB PAY Pty Ltd ABN 83 079 137 518</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 Community Emergency Services Fund, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
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ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Land Tax Act 1936**CERTIFICATE OF LAND TAX PAYABLE**

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

PIR Reference No: 2747455

DATE OF ISSUE

19/01/2026

THE FORM 1 COMPANY
GPO BOX 1651
ADELAIDE SA 5001

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au**OWNERSHIP NAME**

B M BROGDEN

FINANCIAL YEAR

2025-2026

PROPERTY DESCRIPTION

U709 F7 160 RUNDLE MALL / ADELAIDE SA 5000 / LT 709 C21063

ASSESSMENT NUMBER

0203544446

TITLE REF.

(A "*" indicates multiple titles)

CT 5863/650

TAXABLE SITE VALUE

\$55,000.00

AREA

0.0000 HA

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

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

Please Note:

If the Current Tax details above indicate a Nil amount, the property may be subject to an Exemption. This exemption should be validated prior to settlement. In order to ensure indemnity for the purchaser of this land, full payment of the amount payable is required.

ON OR BEFORE 19/04/2026**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE**PAYMENT REMITTANCE ADVICE****No payment is required on this Certificate**

OFFICIAL: Sensitive**Please Note:**

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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




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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billor Code: 456293 Ref: 7913528828</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.</p> <p>More info: www.ibpay.com.au <small>© Registered to iBPAY Pty Ltd ABN 68 079 137 038</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>
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ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

Date: 27 January 2026

Email: city@cityofadelaide.com.au



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

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

ABN 20 903 762 572

Dear Sir/Madam,

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

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

Title Reference CT-5863/650
Owner Name Mr B M Brogden
Address of Property Floor 7 709/160 Rundle Mall, ADELAIDE SA 5000

You are advised:

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

In addition:

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

Yours faithfully,

A handwritten signature in black ink, appearing to read 'E Sedgman'.

pp
Michael Sedgman
Chief Executive Officer



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

Rates & Property Enquiries: 8203 7203

Email: city@cityofadelaide.com.au

THE FORM 1 COMPANY
GPO Box 1651, ADELAIDE SA 5001

Dear Sir/Madam

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

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

Date Received	20 January 2026
Receipt Number	7054148
Document Issue Date	22 January 2026
Property Address	Floor 7 709/160 Rundle Mail, ADELAIDE SA 5000
Property Description	Lot 709 CP 21063
Property Titles	CT-5863/650
Owner of Property	Mr B M Brogden

Local Government Act 1999 [Act]

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

Section 179

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

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

Fines for Late Payment:

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

Yours faithfully,



pp
Michael Sedgman
Chief Executive Officer



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

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

ABN 20 903 762 572





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

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

ABN 20 903 762 572

Assessment No: 23559 8

Property Location **Floor 7 709/160 Rundle Mall,**

Rateable Valuation \$8,800
Arrears \$0.00
Arrears Legal Fees \$0.00

Gross Rates **\$1,028.50**

(includes Regional
Landscape Levy)
Interest, Current \$0.00
Interest, Arrears \$0.00

Rebates \$0.00

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

Paid \$-1,285.60
Overpayments \$0.00
Refunds \$771.30

Outstanding Balance **\$514.20**



PRESCRIBED INFORMATION**Address:** Floor 7 709/160 Rundle Mall, ADELAIDE SA 5000**Reference:** 1999/01058-6**Certificate of Title:** CT-5863/650**Dated:** 22 January 2026

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

PRESCRIBED INFORMATION

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

PRESCRIBED INFORMATION

Part 2—Items to be included if land affected

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

Development Act 1993

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

Date requirement given:

Name of body giving requirement:

Nature of requirement:

Contribution payable (if any):

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

Date of agreement:

Names of parties:

Terms of agreement:

Contribution payable (if any):

section 55—Order to remove or perform work

Date of order:

Terms of order:

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

Amount payable (if any):

section 56—Notice to complete development

Date of notice:

Requirements of notice:

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

Amount payable (if any):

Section 57—Land management agreement

Date of agreement:

Names of parties:

Terms of agreement:

Section 69—Emergency Order

Date of order:

Name of authorised officer who made order:

Name of authority that appointed authorised officer:

Nature of order:

Amount payable (if any):

PRESCRIBED INFORMATION

Section 71—Fire safety notice	Date of notice: Name of authorised officer giving notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any):
Section 84—Enforcement notice	Date notice given: Name of relevant authority giving notice: Nature of directions contained in notice: Building work (if any) required to be carried out: Amount payable (if any):
section 85(6), 85(10) or 106—Enforcement order	Date order made: Name of court that made order: Action number: Names of parties: Terms of order: Building work (if any) required to be carried out:
Part 11 Division 2—Proceedings	Date of commencement of proceedings: Date of determination of order (if any): Terms of determination of order (if any):
Confirmed – Planning/Development Section	
Fire and Emergency Services Act 2005	
section 105F (or section 56 or 82 (repealed))—Notice of action required concerning flammable materials on land	Date of notice: Person or body who issued notice: Requirements of notice (as stated therein): Amount payable (if any):
Confirmed – Enforcement/Compliance section:	
Food Act 2001	
section 44—Improvement notice	Date of notice: Name of authorised officer who served notice: Name of authority that appointed officer: Requirements of notice:

PRESCRIBED INFORMATION

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

PRESCRIBED INFORMATION

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

PRESCRIBED INFORMATION

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

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
Part 16 Division 1—Proceedings	Date of commencement of proceedings: Date of determination or order (if any): Terms of determination or order (if any):
Section 212—Enforcement notice	Date notice given: Name of designated authority giving notice: Nature of directions contained in notice: Building work (if any) required to be carried out: Amount payable (if any):
Section 214(6), 214(10) or 222—Enforcement order	Date order made: Name of court that made order: Action number: Name of parties: Terms of order: Building work (if any) required to be carried out:
Confirmed – Building/development section:	

PRESCRIBED INFORMATION

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

PREScribed INFORMATION

Other charges	
Charge of any kind affecting the land (not included in another item)	Person or body in whose favour charge exists: Nature of charge: Amount of charge (if known):

PREScribed INFORMATION

Particulars of Building Indemnity Insurance

Note—Building indemnity insurance is not required for—

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

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

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

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

Exemption from holding insurance:

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

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

If **YES**, give details:

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

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

PREScribed INFORMATION

Particulars relating to Environment Protection

Further information held by councils

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

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

***YES/NO-Refer to Attachment**

Note—

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

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

It should be noted that—

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

ATTACHMENTS

Attachment – Development Conditions

APPROVAL under the Development Act, 1993 was given on 22 March 2001 to
 Convert existing offices to student residential apartments, **DA/473/2000**
 SUBJECT to the following Condition:

NATURE OF CONSENT	CONSENT STATUS	DATE OF DECISION	NO. OF CONDITIONS
Provisional Development Plan Consent	Consent	14 August 2000	1
Provisional Building Rules Consent	Consent	29 January 2001	-
Development Approval	Approved	22 March 2001	1

CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT ARE AS FOLLOWS:

The development herein granted Provisional Development Plan Consent shall be undertaken in accordance with the plans and details accompanying the application to the satisfaction of Council.

PRESCRIBED INFORMATION

APPROVAL under the Development Act, 1993 was given on 17 July 2001 for

Community Titles – create 99 titles from 1, CO/1/2001

SUBJECT to the following Conditions:

NATURE OF CONSENT	CONSENT STATUS	DATE OF DECISION	NO. OF CONDITIONS
Provisional Development Plan Consent	Consent	17 July 2001	1
Community Title Consent	Consent	17 July 2001	2
Development Approval	Approved	17 July 2001	3

CONDITIONS OF APPROVAL ARE AS FOLLOWS:

1. The development herein approved shall be undertaken in accordance with the plans and details accompanying the application to the satisfaction of Council except where varied by conditions below (if any).

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

2. Any necessary alterations, extensions or additions to water, sewer and electricity and gas services shall be carried out at the expense of the applicant to the satisfaction of the relevant supply authority.

Reason: To ensure provision of services to the satisfaction of the relevant authority.

3. Payment of \$158,760.00 shall be made into the Planning and Development fund (98units @ \$1,620.00/unit). Cheques shall be made payable to the Development Assessment Commission and payment made at Level 5, 136 North Terrace, Adelaide or sent to GPO Box 1815, Adelaide 5001.

Reason: To satisfy the requirements of the Development Assessment Commission.

APPROVAL under the Development Act, 1993 was given on 3 December 2001 for

Variation to previous authorisation CO/1/01 - boundary realignment (CO/25/2001).

Subject to the following Condition(s):

NATURE OF CONSENT	CONSENT STATUS	DATE OF DECISION	NO. OF CONDITIONS
Provisional Development Plan Consent	Consent	03 December 2001	1
Community Title Consent	Consent	03 December 2001	N/A
Development Approval	Approved	03 December 2001	1

CONDITIONS OF APPROVAL ARE AS FOLLOWS:

1. The development herein approved shall be undertaken in accordance with the plans and details accompanying the application to the satisfaction of Council except where varied by conditions below (if any).

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

PRESCRIBED INFORMATION

Attachment - Change of Use

4410600 - Shopfront alterations, signage & c/use to shop.

4227800 - C/use from offices to dwellings (44 units).

DA/473/2000 - Convert existing offices to student residential apartments.

DA/641/2003 - External and internal alterations to existing retail tenancy for use as bank.

DA/395/2003 - Internal and external alterations, signage and change the use to restaurant.

DA/0135/2014 - Internal alterations and use premises as retail shop.

ADVICE ONLY

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

PREScribed INFORMATION

Data Extract for Section 7 search purposes

Valuation ID 0203544446

Data Extract Date: 22/01/2026

Important Information

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

Parcel ID: C21063 FL709

Certificate Title: CT5863/650

Property Address: UNIT 709 FL 160 RUNDLE MALL ADELAIDE SA 5000

Zones

City Main Street (CMS)

Subzones

Rundle Mall (RMa)

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 140 metres AHD)

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

Affordable Housing

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

Building Near Airfields

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

Design

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

Heritage Adjacency

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

PREScribed INFORMATION

Hazards (Flooding - Evidence Required)

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

Noise and Air Emissions

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

Prescribed Wells Area

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

Regulated and Significant Tree

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

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.

PRESCRIBED 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

CP 21063

PLAN THE SECONDARY STRATA

THE 800 FT

1 OF 20 SHEETS

UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE IN METERS

DATE: 11/11/2009

SCALE: 1:100

BY: [Signature]

CHECKED BY: [Signature]

DATE: 11/11/2009

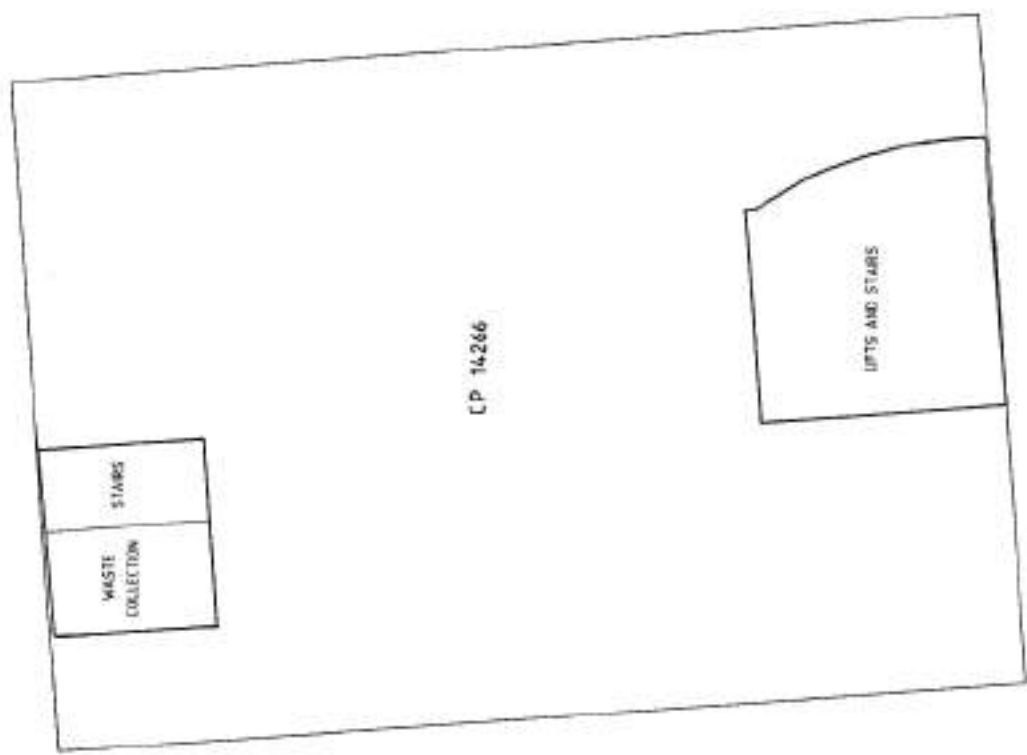
PROJECT: [Signature]

NO. OF SHEETS: 20

SHEET NO.: 1



PULTENEY STREET



RUNDLE MALL

GROUND FLOOR PLAN

JOHN F. PETERSEN
 LICENSED SURVEYOR

465/8 SOUTH ROAD
 NEEDHAM
 S.A. 5036

PHONE (08) 8263 2808
 FAX (08) 8263 2808
 REF. 90/2142-19-10 MABLE 1418 815 945

COMMUNITY PLAN INDEX

CP 21063

PLAN FOR SECONDARY STRATA

1 OF 20 SHEETS

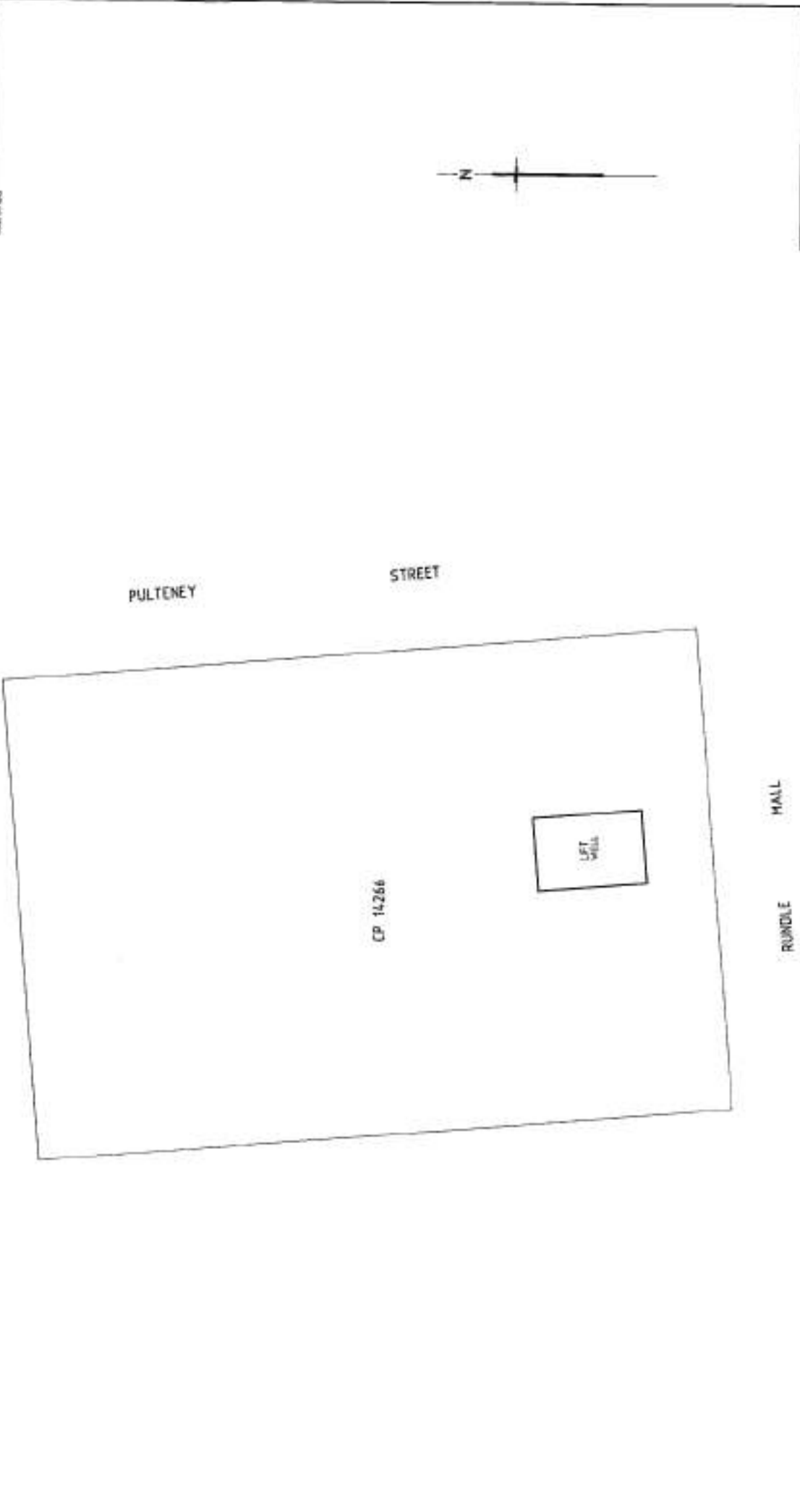
DATE: 17/07/2025

SCALE: 1:1000

10m

0 1 2 3 4 5 6 7 8 9 10

DATE: 17/07/2025



JOHN F. PETERSEN
LICENSED SURVEYOR

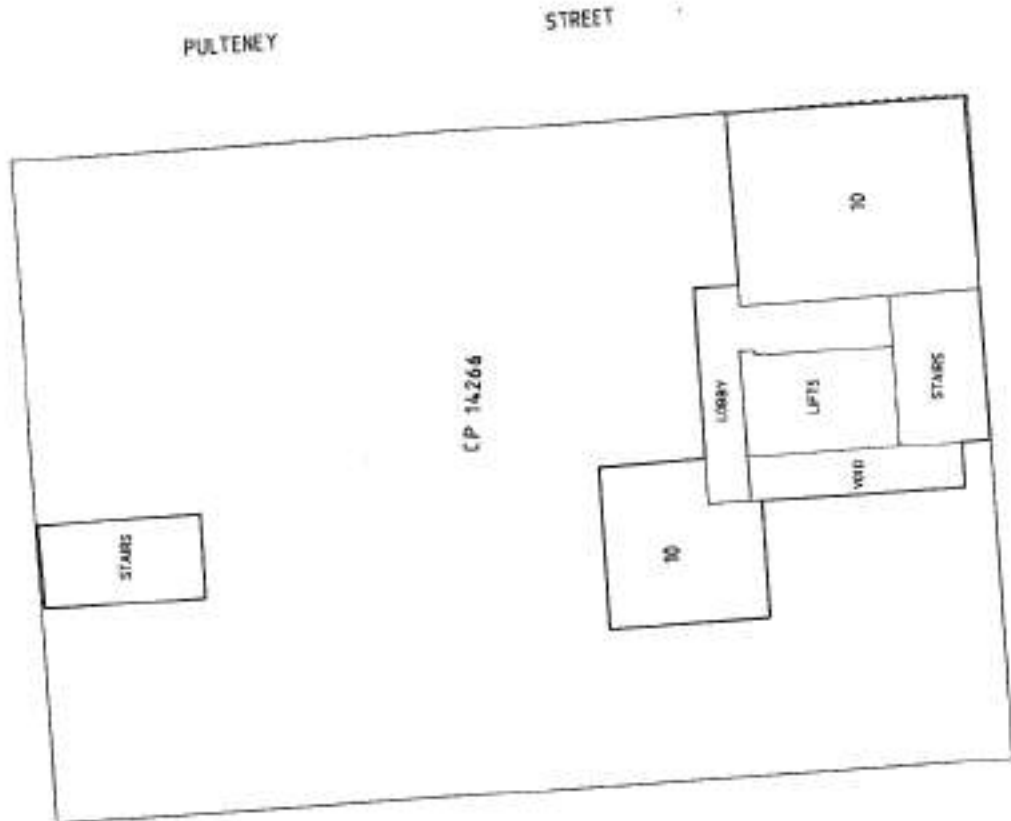
445/9 SOUTH ROAD
KEESWICK
S.A. 5009

PHONE | 08 | 833 2839
FAX | 08 | 832 2844
RF: 002813-15-13 NOBLE CRE 86 94

BASEMENT PLAN

CONTRACT PLAN NUMBER		CP 21063	
PLAN TITLE SECONDARY STRATA 'A'			
THIS IS SHEET	L	OF	21 SHEETS
DRAWN BY		DATE	
CHECKED BY		DATE	
SCALE		DATE	
APPROVED BY			
DATE			

NOT TO BE USED AS A LAYOUT SHEET
 BEING THE SUBJECT OF THE REFERENCED TENDERS
 NOT TO BE MOVED & LOST
 BEING THE TENDER SHEET

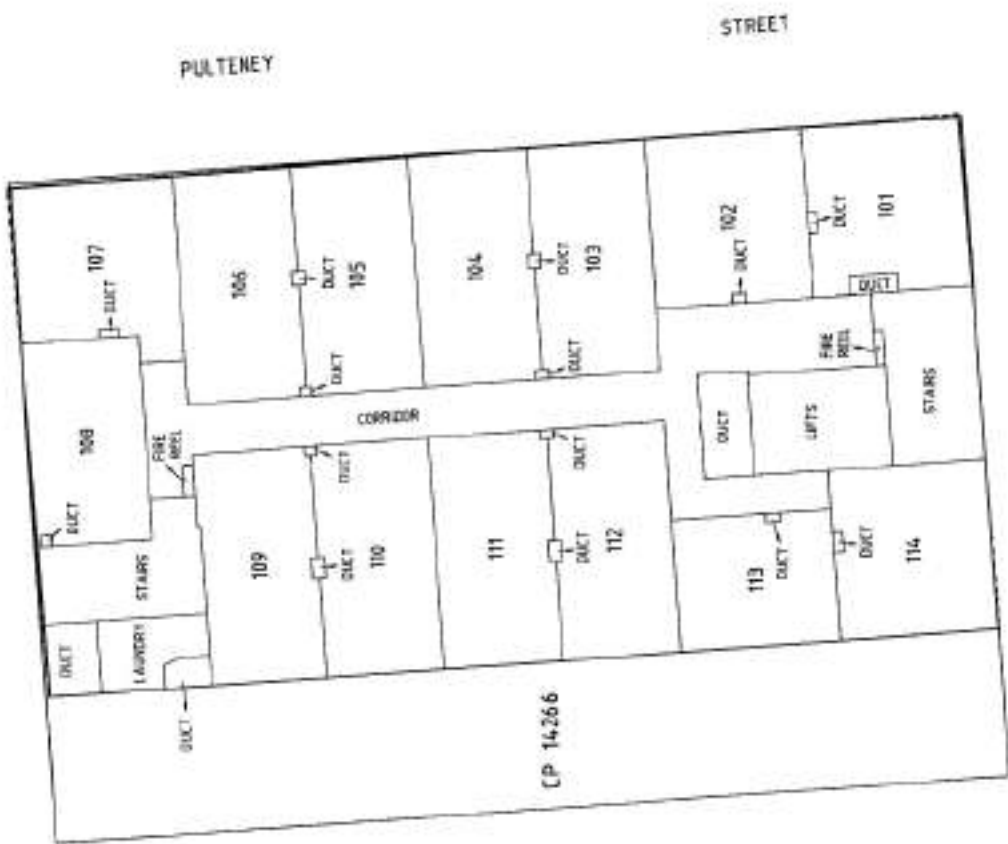


JOHN F. PETERSEN
 LICENSED SURVEYOR
 148-19 SOUTH ROAD
 RESERVE
 S.A. 3035
 REF. 902814-5-13 NUBLE (P/E 846 846)

MEZZANINE FLOOR PLAN

CP COUNTY PLAN NUMBER
21063
 FOR THE SECONDARY STRATA
 THIS SHET 5 OF 20 SHEETS
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DATE: 17 JUL 2004
 PROJECT: [Signature]
 FOR RESIDENTIAL CORP.

NOTE: DO NOT HOLDINGS ARE TO HAVE AN APPROXIMATE
 THE ADDRESS OF THE SURROUNDED BUILDING
 SETS ARE TO BE RECEIVED AND TO HAVE A LOWER UNIT
 BEING THE FLOOR LEVEL.



JOHN F. PETERSEN
 LICENSED SURVEYOR
 445/78 SOUTH ROAD
 RESNAIX
 S.A. 5038
 REF. 00223445-5-17 40861 348 945 945

FIRST FLOOR PLAN

CP 21063

PLAN THE SECONDARY STRATA

705 9 SHEET 6 OF 20 90215

PROJECT NO. 170 0172 091

DATE 17/07/2011

BY [Signature]

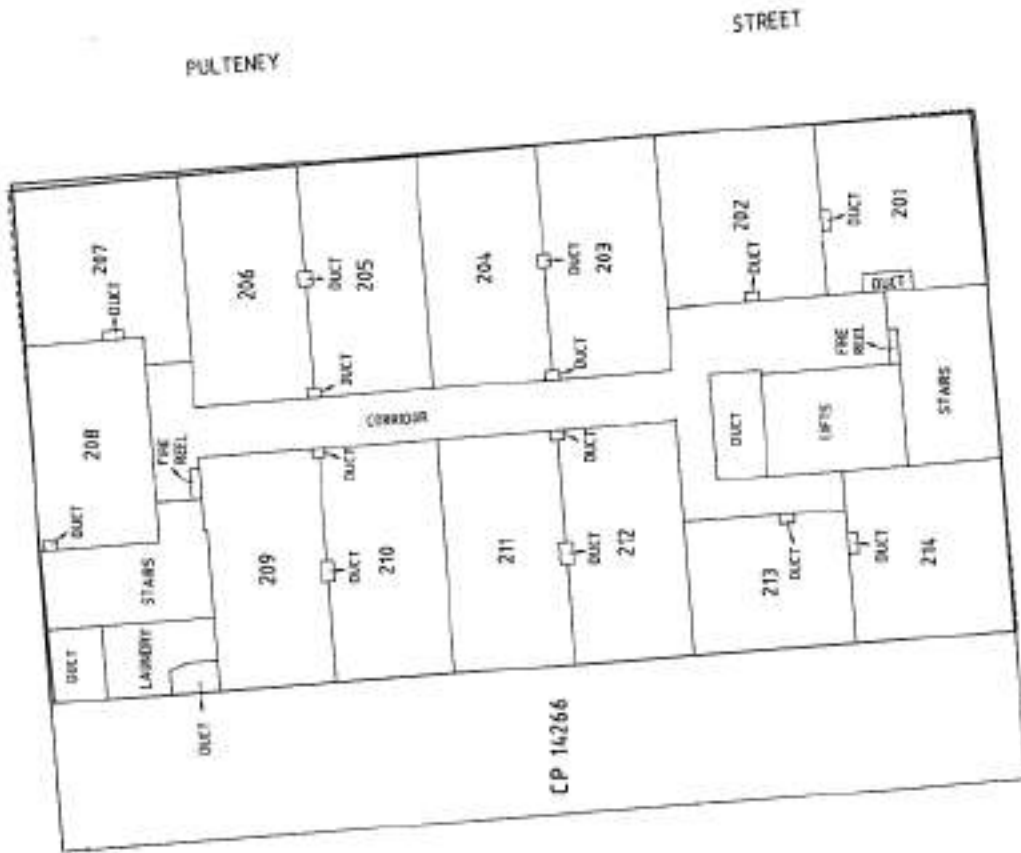
CHECKED BY [Signature]

SCALE 1:100

DATE 17/07/2011

LET'S DO IT IN 24 HOURS AND TO HAVE AN 80% LIGHT RATIO
 THE UNIFORM OF THE SURFACES BEING

LET'S DO IT IN 24 HOURS AND TO HAVE A LOWER LINE
 BEING THE FLOOR LEVEL



MALL

RUNDLE

STREET

PULTENEY

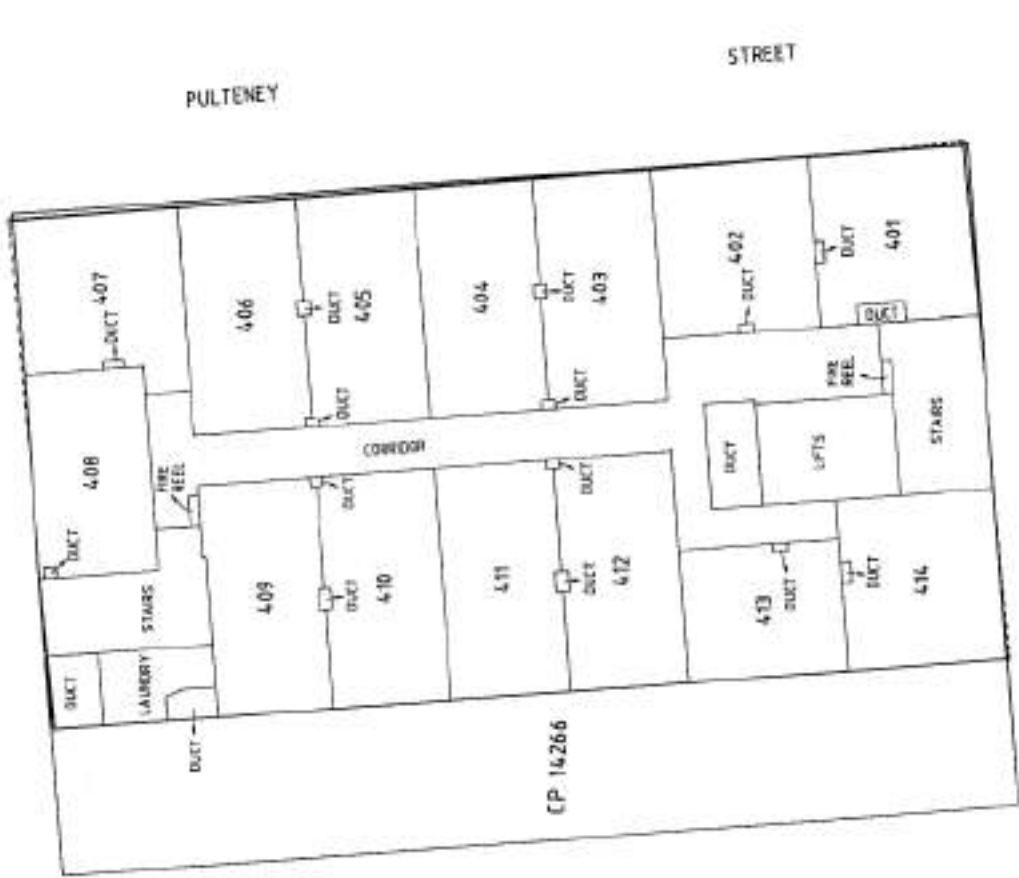
SECOND FLOOR PLAN

JOHN F. PETERSEN
 LICENSED SURVEYOR

145/16 SOUTH BRIDGE
 MISHKOC
 S.A. 5035
 PHONE (08) 8233 2828
 FAX (08) 8233 2848
 RES. 082314-15-19 WOMBIE (013) 945 945

CP 21063
 PROJECT SECONDARY STRATA
 SHEET 8 OF 8
 DATE 15/12/2021
 DRAWN BY [Signature]
 CHECKED BY [Signature]
 SCALE 1:100
 APPROVED BY [Signature]

NOTE: ALL TO S.A. INCLUDING ARE TO HAVE AN UNDER LAMP BEHIND THE MOUNTING OF THE EXPOSURE CYLINDER.
 NOTE: ALL TO S.A. INCLUDING ARE TO HAVE A LENS IN FRONT OF THE MOUNTING CYLINDER.



JOHN F. PETERSEN
 LICENSED SURVEYOR
 485/16 SOUTH ROAD
 BENDERS
 S.A. 5035
 REF. 802048-5-13 MOBILE 0818 941 941

FOURTH FLOOR PLAN

CP 21063

PLAN THE SECONDARY STRATA

FILE NO. 3 OF 25 SHEETS

Checked Surveyor *[Signature]* DATE 17/10/2025

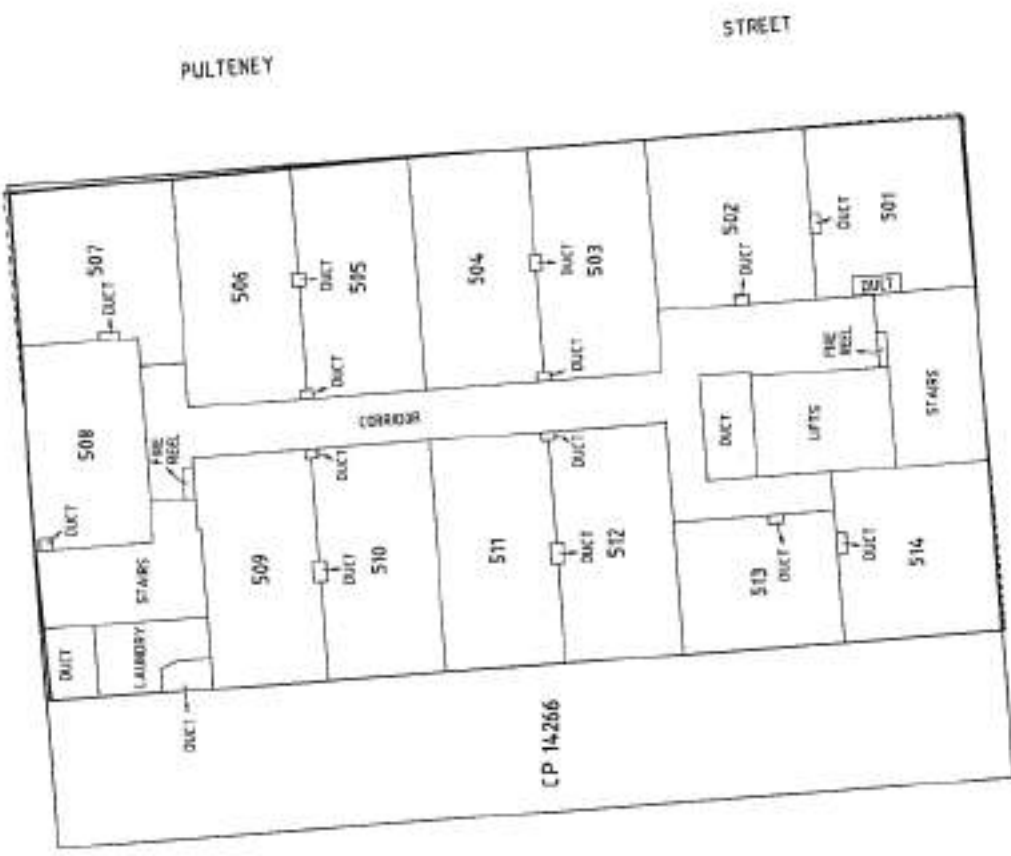
PLANNED BY *[Signature]* DATE 17/10/2025

DATE 17/10/2025

SCALE 1:1000

NOTE: ON TO THE SURVEYOR HAS TO HAVE AN APPROVED PLAN FROM THE INSPECTOR OF THE SUBMITTED PLAN.

THIS SET IS TO BE USED FOR THE WORK A LOWER UNIT BEING THE FLOOR UNIT.



PULTENEY STREET

RUNBLE MALL

FIFTH FLOOR PLAN

JOHN F. PETERSEN
LICENSED SURVEYOR

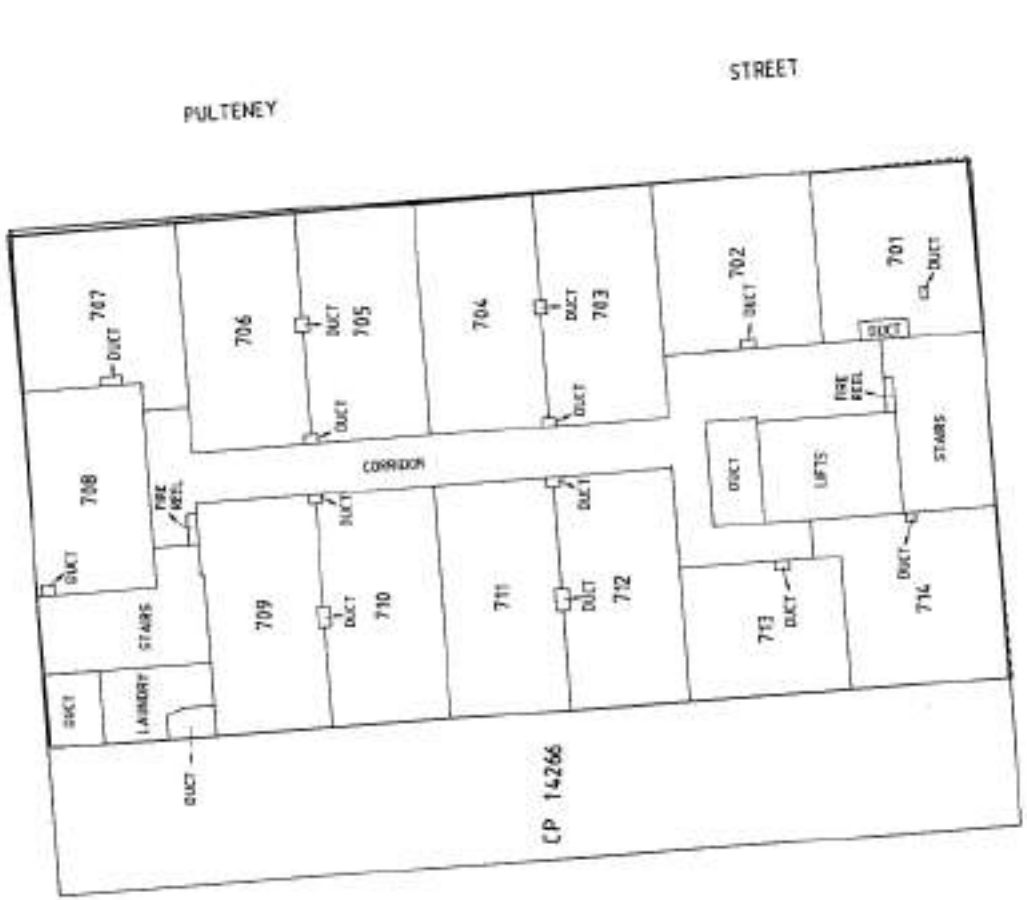
145/15 SOUTH ROAD
KISSAKK
S.A. 5035
PHONE (08) 8251 2041
FAX (08) 8251 2044
REF. 002344-S-3 MOBILE (08) 845 146

CP
 COUNTY PLAN NUMBER
21063
 OF 28 SHEETS
 SECONDARY STRATA
 11 OF 28 SHEETS
 LINDA SUTHERLAND
 REGISTERED SURVEYOR
 1/1/2025
 THIS PLAN IS FOR INFORMATION ONLY
 DATE: 1/1/2025
 METERS

LOTS 301, 302, 303 AND 304 CORNER AT SEVENTH AND
 CORNER 14266 (1976/8)
 LOTS 301 TO 304 INCLUSIVE ARE TO HAVE AN ERECTION PERMIT
 THE INSURANCE OF THE SURFACE (1976/8)
 LOTS 301 TO 304 INCLUSIVE ARE TO HAVE A LOWER LIMIT
 WITHIN THE PLANNED ZONE



JOHN F. PETERSEN
 LICENSED SURVEYOR
 645/08 SOUTH ROAD
 REIMSICK
 S.A. 6008
 PHONE (08) 8333 2030
 FAX (08) 8333 2040
 REF. 812051-15-13 808E 1 04E145 145



SEVENTH FLOOR PLAN

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

21063

CP

THIS IS SHEET 14 OF 20 SHEETS

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
101	128	
102	112	
103	107	
104	107	
105	107	
106	107	
107	110	
108	105	
109	107	
110	107	
111	107	
112	107	
113	107	
114	128	

APPROVED



12.12.2001

DEPOSITED



17/12/2001

PRO REGISTRAR GENERAL

APPLICATION 9233923

CERTIFICATE OF LAND VALUER

I JOHN FRANCIS CURLEY being a land valuer within the meaning of the Land Valuers Act 1984 certify that this schedule is correct for the purposes of the Community Titles Act 1996.

Dated the 10th day of September 2001



Signature of Land Valuer

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER
CP 21063

THIS IS SHEET 15 OF 20 SHEETS

APPROVED 12.12.2001	DEPOSITED 17/12/2001 PRO REGISTRAR GENERAL
------------------------	--

APPLICATION 9233923

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
201	128	
202	112	
203	107	
204	107	
205	107	
206	107	
207	110	
208	105	
209	107	
210	107	
211	107	
212	107	
213	107	
214	128	

CERTIFICATE OF LAND VALUER

I, JOHN FRANCIS CURLEY being a land valuer within the meaning of the Land Valuers Act 1994 certify that this schedule is correct for the purposes of the Community Titles Act 1996.



Dated the 16th day of September 2001

Signature of Land Valuer

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER
CP 21063

THIS IS SHEET 16 OF 20 SHEETS

APPROVED  12.12.2001	DEPOSITED  17 / 12 / 2001 PRO REGISTRAR GENERAL
---	---

APPLICATION 9233923

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
301	128	
302	112	
303	107	
304	107	
305	107	
306	107	
307	110	
308	105	
309	107	
310	107	
311	107	
312	107	
313	107	
314	128	

CERTIFICATE OF LAND VALUER

I JOHN FRANCIS CURLEY being a land valuer within the meaning of the Land Valuers Act 1994 certify that this schedule is correct for the purposes of the Community Titles Act 1996.

Dated the 10th day of September 2001



Signature of Land Valuer

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER
CP 21063

THIS IS SHEET 17 OF 20 SHEETS

APPROVER
L. J. Steeds
 12.12.2001

DEPOSITED
[Signature]
 171 62 / 2001
 PRO REGISTRAR GENERAL

APPLICATION 9233923

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
401	128	
402	112	
403	107	
404	107	
405	107	
406	107	
407	110	
408	105	
409	107	
410	107	
411	107	
412	107	
413	107	
414	128	

CERTIFICATE OF LAND VALUER

I JOHN FRANCIS CURLEY being a land valuer within the meaning of the Land Valuers Act 1984 certify that this schedule is correct for the purposes of the Community Titles Act 1996.

Dated the 10th day of September 2001

[Signature]
 Signature of Land Valuer

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER
CP 21063

THIS IS SHEET 18 OF 20 SHEETS

APPROVED  12.12.2001	DEPOSITED  17/12/2001 PRO REGISTRAR GENERAL
---	---

APPLICATION 9233923

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
501	128	
502	112	
503	107	
504	107	
505	107	
506	107	
507	110	
508	105	
509	107	
510	107	
511	107	
512	107	
513	107	
514	128	

CERTIFICATE OF LAND VALUER

I, JOHN FRANCIS CURLEY being a land valuer within the meaning of the Land Valuers Act 1994 certify that this schedule is correct for the purposes of the Community Titles Act 1996.

Dated the 10th day of September 2001


 Signature of Land Valuer

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER
CP 21063

THIS IS SHEET 19 OF 20 SHEETS

APPROVED
L. Steady
12-12-2001

DEPOSITED
17/12/2001
PRO REGISTRAR GENERAL

APPLICATION 9233923

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
601	128	
602	112	
603	107	
604	107	
605	107	
606	107	
607	110	
608	105	
609	107	
610	107	
611	107	
612	107	
613	107	
614	128	

CERTIFICATE OF LAND VALUER

I JOHN FRANCIS CURLEY being a land valuer within the meaning of the Land Valuers Act 1994 certify that this schedule is correct for the purposes of the Community Titles Act 1996.

Dated the 10th day of September 2001


Signature of Land Valuer

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER
CP 21063

THIS IS SHEET 20 OF 20 SHEETS

APPROVED
W. J. Steady
 12.12.2001

DEPOSITED
W. J. Steady
 17/12/2001
 PRO REGISTRAR GENERAL

APPLICATION 9233923

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
701	150	
702	150	
703	110	
704	110	
705	110	
706	110	
707	110	
708	110	
709	110	
710	110	
711	110	
712	110	
713	140	
714	150	
Aggregate	11,000	

CERTIFICATE OF LAND VALUER

I JOHN FRANCIS CURLEY being a land valuer within the meaning of the Land Valuers Act 1994 certify that this schedule is correct for the purposes of the Community Titles Act 1996.

Dated the 10th day of September 2001

John Francis Curley
 Signature of Land Valuer

9194908



**LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA**

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

FORM APPROVED BY THE REGISTRAR-GENERAL

SERIES NO.	PREFIX
2	LF

BELOW THIS LINE FOR AGENT USE ONLY

**BELOW THIS LINE FOR OFFICE USE
ONLY**

AGENT CODE

Lodged by: **NORMAN WATERHOUSE NWAM
SOLICITORS**
Correction to: **NATWEST CENTRE 45 PIRIE ST
ADELAIDE SA 5000**

Date: 2 OCT 2001	Time: 12 ⁰⁰
FEES	
R.G.O.	POSTAGE
87	

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

1.
2.
3.
4.
5.

Assessor

PICK-UP NO.	9194143
CP	21063
DEV. NO.	020/0001/01

Lands Titles Registration Fee 467.00
12/10/01 12:12

CORRECTION	PASSED
------------	------------

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

FILED 17-12-2001

pro
REGISTRAR-GENERAL

ITEM	AGENT CODE

Page 1 of 9

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

**Scheme Description
Development No. 020:C001:01**

SCHEME DESCRIPTION

COMMUNITY PLAN NO. 21063

**UNIHOUSE DEVELOPMENT
160 RUNDLE MALL, ADELAIDE**

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

**Scheme Description
Development No. 020:C001:01**

INDEX

1. **DEFINITIONS 3**

2. **IDENTIFICATION OF THE COMMUNITY PARCEL, LOTS AND COMMON
PROPERTY 4**

3. **PURPOSES FOR WHICH THE LOTS MAY BE USED 4**

4. **STANDARD OF BUILDINGS AND OTHER IMPROVEMENTS 4**

5. **DEVELOPMENT OF COMMUNITY LOTS 5**

6. **DEVELOPMENT OF THE COMMON PROPERTY 5**

7. **CONDITIONS OF DEVELOPMENT IMPOSED PURSUANT TO THE
DEVELOPMENT ACT, 1993 5**

8. **OTHER IMPORTANT FEATURES OF THE SCHEME 5**

9. **OTHER INFORMATION REQUIRED BY THE REGULATIONS 6**

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

**Scheme Description
Development No. 020:C001:01**

COMMUNITY SCHEME DESCRIPTION

COMMUNITY PLAN NO. 21063

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

1. DEFINITIONS

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

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

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

"Corporation" means Community Corporation Number 21063 constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

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

"Community Plan" means Community Corporation Plan No. 21063;

"Council" means the Corporation of the City of Adelaide;

"Developer" means Southbank Securities Pty Ltd ACN 092 701 703;

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

UNLESS THE CONTRARY INTENTION APPEARS THE FOLLOWING APPLIES:

- 1.1 a reference to an instrument includes any variation or replacement of it;
- 1.2 a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- 1.3 the singular includes the plural and vice versa;
- 1.4 the word "person" includes a firm, a body corporate, an association or an authority;
- 1.5 words of any gender include every gender;

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

**Scheme Description
Development No. 020:C001:01**

- 1.6 a reference to a person includes a reference to a person's executors, administrators, successors, substitutes (including, without limitation persons taking by notation) and assigns;
- 1.7 a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later;
- 1.8 headings are inserted for convenience and do not affect the interpretation of this Scheme Description.

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

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

- 2.1 The Community Parcel and the Lots and Common Property into which the parcel is to be divided are identified as Unit 3 in Strata Plan No 14266 being the whole of the land comprised in Certificate of Title Register Book Volume 5611 Folio 199 in the area named Adelaide and being the property located at 160 Rundle Mall, Adelaide ("the Land").
- 2.2 The Community Plan is a secondary strata plan being the division of the Land into ninety nine (99) secondary community strata Lots, Lot subsidiaries and Common Property.

3. PURPOSES FOR WHICH THE LOTS MAY BE USED

- 3.1 Ninety eight (98) secondary community strata Lots are intended to be used for student accommodation purposes only, and one (1) secondary community strata Lot may be used for the provision of a manager's office.
- 3.2 It is intended that there will be Lot subsidiaries which will comprise terraces.

4. STANDARD OF BUILDINGS AND OTHER IMPROVEMENTS

- 4.1 For the standard of buildings and other improvements to be erected or made by the Developer, refer to paragraphs 5 and 6 of this Scheme Description.
- 4.2 Any additional buildings or improvements, or alterations or additions to existing buildings or improvements, or replacement of existing buildings or improvements, whether on Lots or Common Property, shall be located, designed and constructed in a manner and to a standard consistent with the buildings and improvements undertaken by the Developer.

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

**Scheme Description
Development No. 020:C001:01**

5. DEVELOPMENT OF COMMUNITY LOTS

The Developer will redevelop the Land in accordance with the development approvals granted by the relevant planning authority and numbered DA/423/2000.

6. DEVELOPMENT OF THE COMMON PROPERTY

6.1 It is intended that the Common Property will comprise laundries, corridors, stairways, elevators and elevator shafts for access to the secondary community strata Lots, entrance areas, outdoor terraces, verandas and the provision of service infrastructure.

6.2 The Developer intends to construct the improvements referred to in paragraph 6.1 above on the Common Property. Any such construction shall be in accordance with the relevant development approvals granted by the relevant planning authority, subject to such amendments as agreed by the relevant planning authority and prior to the expiry of the development approvals or granted extensions thereof.

6.3 The standard of the work to be performed and the materials to be used on the Common Property will be a fair average standard or such higher standard as the Developer, in its absolute discretion, may determine.

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

The division of the Community Parcel and the improvements to be made by the Developer are subject to conditions imposed by the relevant planning authority pursuant to development approval numbered DA/423/2000. A copy of the conditions is attached hereto at Annexure "A".



8. OTHER IMPORTANT FEATURES OF THE SCHEME

8.1 Ninety eight (98) of the ninety nine (99) secondary community strata Lots will be used for student accommodation purposes and one of the secondary community strata Lots may be used for the provision of a manager's office. All of the Lots will be able to be leased to a management corporation for the purpose of establishing a managed student accommodation operation.

8.2 Further division of the Lots is not permitted.

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Scheme Description *Q*
Development No. 020:C001:01

9. OTHER INFORMATION REQUIRED BY THE REGULATIONS

No other information is required by the regulations.

THE COMMON SEAL of)
SOUTHBANK SECURITIES PTY LTD)
was hereunto affixed)
in the presence of:)



Richard Adams
.....
Director

[Signature]
.....
Director/Secretary

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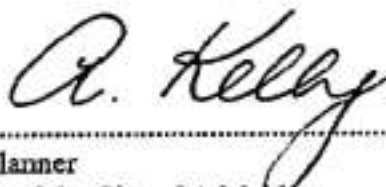
**Scheme Description
Development No. 020:C001:01**

ENDORSEMENT BY THE RELEVANT DEVELOPMENT AUTHORITY

The Corporation of the City of Adelaide hereby endorses this scheme description in accordance with Section 14(4)(d) of the Community Titles Act 1996 and confirms that:

1. All the consents or approvals required under the Development Act 1993 in relation to the division of land in accordance with the scheme description attached and the relevant plan of community division under the Community Titles Act 1996 have been granted for a Community Title Land Division of the Land into ninety nine (99) secondary community strata Lots and Common Property.
2. However, this endorsement does not limit the Council (or other relevant development authorities) right to refuse, or place conditions on, development approvals under the Development Act 1993 in relation to other development envisage by the scheme or other authorisations still required.
3. In this regard you are reminded that provisional development plan consent and provisional building rules consent is still required for improvements and usage for each community strata Lot and other forms of development (as defined in the Development Act 1993) have not to date received all the required consents. Similarly, and other forms of development (as defined in the Development Act, 1993) that have not been discussed in the scheme description will require an application to be lodged with the relevant planning authority for the necessary consents.

SIGNED



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

WITNESS



.....
Date: 10-10-01

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**Scheme Description
Development No. 020:C001:01**

ANNEXURE A

DEVELOPMENT APPROVAL

235145/RCH0102

P. 25/00

DEVELOPMENT APPROVAL CONDITIONS

ENCUMBRANCE ITEM 7

APPROVAL under the Development Act, 1993 was given on 22 March 2001 to

Convert existing offices to student residential apartments, DA/473/2000

SUBJECT to the following Condition:

The development herein granted Provisional Development Plan Consent shall be undertaken in accordance with the plans and details accompanying the application to the satisfaction of Council.

APPROVAL under the Development Act, 1993 was given on 26 June 2000 to

Replace air conditioning within existing shop, DA/423/2000

SUBJECT to the following Condition:

The development herein approved shall be undertaken in accordance with the plans and details accompanying the application to the satisfaction of Council, except where varied by conditions below (if any)

APPROVAL under the Development Act, 1993 was given on 17 July 2001 for

Community Titles - create 99 titles from 1, CO/1/2001

SUBJECT to the following Conditions:

The development herein approved shall be undertaken in accordance with the plans and details accompanying the application to the satisfaction of Council except where varied by conditions below (if any).

Any necessary alterations, extensions or additions to water, sewer and electricity and gas services shall be carried out at the expense of the applicant to the satisfaction of the relevant supply authority.

Payment of \$158,760 00 shall be made into the Planning and Development fund (98units @ \$1,620.00/unit).
Cheques shall be made payable to the Development Assessment Commission and payment made at Level 5, 136 North Terrace, Adelaide or sent to GPO Box 1815, Adelaide 5001.

FORM LF1

9194909



**LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA**

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

FORM APPROVED BY THE REGISTRAR-GENERAL

SERIES NO.	PREFIX
3	LF

**BELOW THIS LINE FOR OFFICE USE
ONLY**

Date: 12 OCT 2001	Time: 12:10
FEES	
R.G.O.	POSTAGE
87	

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: **NORMAN WATERHOUSE NWAM
SOLICITORS**

Correction to: **NATWEST CENTRE 45 PIRIE ST
ADELAIDE SA 5000**

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

1.
2.
3.
4.
5.



Assessor

PICK-UP NO.	9194143
CP	21063
DEV. NO.	02010001/01

Lands Titles 12/12/01 110624 REGISTRATION FEE \$87.00

CORRECTION	PASSED 
------------	---

FILED 17-12-2001

 pro 

REGISTRAR-GENERAL

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

ITEM	AGENT CODE

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**By-Laws
Development No. 020:C001:01**

BY-LAWS

COMMUNITY PLAN NO. 21063

**UNIHOUSE
160 RUNDLE MALL, ADELAIDE**

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**By-Laws
Development No. 020:C001:01**

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**COMMUNITY TITLES ACT
BY-LAWS
COMMUNITY CORPORATION NO. 21063 INCORPORATED**

IMPORTANT NOTICE

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

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

PART 1 - DEFINITIONS

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

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

"Apartment" means a Lot subject to a Lease;

"Building" means any building constructed wholly or partly on the Community Parcel;

"Common Property" means the Common Property created by Community Plan No. 21063;

"The Corporation" means Community Corporation No. 21063 Incorporated constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

"Community Parcel" means the whole of the land comprised in Community Plan No. 21063;

"Lease" means a lease between an Owner of a Lot and the Operator;

"Licence to Occupy" means a Licence granted by the Operator to a Lodger to occupy an Apartment;

"Lodger" means a person who occupies an Apartment under a Licence to Occupy;

"Lot" means a secondary or tertiary Community Lot within the Community Parcel ;

"Lotholder" means the Owner of a Lot;

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"Lotholder" means the Owner of a Lot;

"Occupier" of a Lot includes a Lodger and any other occupant of a Lot and if a Lot is unoccupied, the Owner of the Lot;

"Operator" means such person or entity that is granted Leases over the Apartments to operate the Student Apartment Complex;

"Pool Apartment" means each of those Apartments which are available to the Operator for granting a Licence to Occupy to the public being those Apartments which are not occupied by Owners or their relatives; and

"Student Apartment Complex" means the apartment complex comprising the Apartments, Common Property and all furniture, fittings and other equipment known as "Unihouse Rundle Mall" located at 160 Rundle Mall, Adelaide.

2. Unless the contrary intention appears, the following applies:
- (a) a reference to an instrument includes any variation or replacement of it;
 - (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - (c) the singular includes the plural and vice versa;
 - (d) the word "person" includes a firm, a body corporate, an association or an authority;
 - (e) words of any gender include every gender;
 - (f) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation persons taking by novation) and assigns;
 - (g) a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later;
 - (h) headings are inserted for convenience and do not affect the interpretation of these by-laws.

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

PART 2 - MANDATORY BY-LAWS

3. Administration, Management and Control of Common Property

- 3.1 The Corporation is responsible for the administration, management and control of the Common Property;
- 3.2 The Corporation may appoint a Management Committee which shall be responsible to the Corporation for the administration, management and control of the Common Property except with respect to matters concerning:
 - 3.2.1 the appointment of a manager pursuant to by-law 3.3;
 - 3.2.2 maintenance, upgrading or improvements to the Common Property where the item to be considered exceeds \$10,000;
 - 3.2.3 the Corporation's obligations regarding the insurance under the Act.
- 3.3 The Corporation may appoint the Operator or another manager to carry out, on behalf of the Corporation, the function of administering, managing and controlling the Common Property.
- 3.4 The manager shall be appointed on a contract that is subject to annual review by the Corporation.
- 3.5 If on annual review the Corporation is dissatisfied with the performance of the manager, the Corporation may terminate the management contract.

4. Use and Enjoyment of the Common Property

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

PART 3 - COMMUNITY PARCEL

5. Prohibited Activities

A person bound by these by-laws must not on the Community Parcel without the consent of the Corporation:

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- 5.1 fail to comply with any reasonable direction or request from the Corporation;
- 5.2 unlawfully set aside or attempt to exclude the public from any section of the Community Parcel;
- 5.3 play cricket, golf or any other game in such a manner as to interfere with the safety or comfort of any other person on the Community Parcel;
- 5.4 preach or harangue;
- 5.5 carry, use, discharge or explode any fire arm, explosive, fire works, air gun or any other weapon;
- 5.6 erect, hang or attach any advertising or other signs except as permitted by the Corporation;
- 5.7 use any language or behave in a manner likely to cause offence or a nuisance or embarrassment to others;
- 5.8 cause or allow loud noise or any other nuisance or disturbance to be made in or to emanate from the Lot;
- 5.9 hang any laundry or other items out to dry or air in public view on or about any part of or in the Community Parcel;
- 5.10 interfere with others' use or enjoyment of the Community Parcel;
- 5.11 use any language or behave in a manner likely to cause offence or embarrassment to others when on the Community Parcel;
- 5.12 burn rubbish or waste at any time;
- 5.13 damage or deface any building or sign or structure on the Community Parcel;
- 5.14 erect, attach or place any article on the roof of the Building without the consent of the Corporation;
- 5.15 obstruct any person's lawful access to any Lot or to the Common Property;
- 5.16 ride any bicycles or drive any motorised vehicles (other than wheelchairs and like vehicles used by handicapped persons or other vehicles approved by the Corporation) except in areas specifically set aside for the purpose;
- 5.17 display "for let", "for sale" or other such signs;

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- 5.18 carry on a business of buying or selling or offering or exposing for sale any goods or merchandise on the community parcel;
 - 5.19 use any portion of Community Parcel as a business premises at which services are provided to the public or to which the public is invited to negotiate for the sale of services except with the consent of the relevant Council and otherwise in compliance of these by-laws.
- 6. Disposal of Garbage**
- 6.1 A person bound by these by-laws must not on the Community Parcel dispose of any rubbish or other material except by depositing the same in the receptacle or areas (if any) specifically provided.
 - 6.2 A person bound by these by-laws shall dispose of any rubbish or other material on the Community Parcel in accordance with the rubbish disposal policies passed from time to time by the Corporation.
 - 6.3 The Corporation shall be responsible for the collection and removal of residential and commercial waste, and may appoint a contractor to attend to such collection and removal and shall take reasonable measures to minimise disruption to Occupiers.

PART 4 - USE OF LOTS

7. Good Repair

A Lotholder must:

- 7.1 maintain the Lot in good repair;
- 7.2 carry out any work ordered by a council or other public authority in respect of the Lot;
- 7.3 carry out any work ordered by the Corporation in respect of the Lot.

8. Use of Lot

A person bound by these by-laws must not without the consent of the Corporation:

- 8.1 use the Lot, or permit the Lot to be used, for any unlawful purpose;
- 8.2 do or commit or cause permit or suffer to be done or committed on or about the Lot or Common Property, any act, matter or thing whatsoever which is or may be in the

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opinion of the Corporation be or become an offence under any Act of the State of South Australia or the Commonwealth of Australia or regulation or by-law thereunder for the time being in force;

- 8.3 interfere with or trespass upon the rights of any Lotholder or Occupier of any other Lot;
- 8.4 change the use of the Lot unless express approval for doing so has been obtained by a unanimous resolution at a general meeting of the Corporation;
- 8.5 interfere with any fire alarms, sprinkler system, air conditioning or other machinery installed in the Lot or the Building;
- 8.6 overload the floors of the Lot;
- 8.7 do or omit or suffer to be done or omitted any act, matter or thing which may interfere with or impede any fire and security doors in any way and without limiting the generality of the foregoing the Lotholder or Occupier of the Lot shall ensure that all fire, security and garage doors are kept locked or secure in an operational state (as the case may be) when not in immediate use;
- 8.8 play music (either live or reproduced) in a manner likely to cause a nuisance or disturbance to others;
- 8.9 bring into or keep in the Lot anything which would in any way conflict with any law relating to fires or with the regulations of any fire brigade with any of the rules and ordinances of the Board of Health or with any city or local government ordinances or with any rules or ordinances of any authority controlling water supply and sewerage; or
- 8.10 affix any television or radio mast or antenna outside the Lot or use or operate any music or instrument, gramophone radio set television amplifier or other sound producing equipment in the Lot or any part of the Lot in a manner likely to cause a nuisance or disturbance to others;

AND furthermore, a person bound by these by-laws must:

- 8.11 upon all rates, taxes, charges, outgoings and assessments in respect of their Lot becoming payable, forthwith pay the same; and
- 8.12 if requested by the Corporation, entrust any repairs and maintenance to the Corporation and shall pay the Corporation's reasonable costs in connection therewith;

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- 8.13 give to the Corporation prompt notice in writing of any accident to or defect in pipes lights or fittings used in connection with water electricity air-conditioning lifts or other services to the Lot;
- 8.14 take such steps as may be necessary to prevent infiltration and air leakages and shall not do any act or thing whereby the efficient working of the air-conditioning plant in the Building shall be affected;
- 8.15 immediately make good any damage to the Lot caused by negligence or misconduct by the Lotholder or the person or persons for whom the Lotholder is responsible;
- 8.16 reinstate damaged glass immediately; and
- 8.17 surrender all keys or access cards belonging to the Lot or the Building to the Corporation on the sale of the Lot and secure the same undertaking from the Operator and any Lodger or other Occupier on the termination of any Licence to Occupy or other agreement.

9. Alteration to Lots

- 9.1 For the purpose of this by-law "prescribed work" means:
 - 9.1.1 the erection, alteration, demolition or removal of a Building or structure;
 - 9.1.2 the alteration of the external appearance of a Building or structure.
- 9.2 A Lotholder or Occupier shall not perform or carry out any prescribed work to or upon their Lot other than upon the following terms and conditions:
 - 9.2.1 such person has submitted a proposal for such prescribed work to the Corporation for its consideration and referral (at the option of the Corporation) to an architect of its choosing;
 - 9.2.2 such person has consulted with any architect appointed by the Corporation to advise it in respect of such prescribed work and paid to the Corporation the costs incurred by the Corporation of engaging such architect;
 - 9.2.3 such person obtains the consent of the Corporation at least fourteen (14) days before the commencement of such prescribed work;
 - 9.2.4 such person has obtained all necessary consents or approvals from any government or statutory authority pertaining to such alterations or additions and shall upon request from the Corporation provide the Corporation with a copy of any such consents or approvals;

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- 9.2.5 all work shall be carried out strictly in accordance with the provisions of any consents granted or terms laid down for such works either by the Corporation or any government or statutory authority;
- 9.2.6 all work shall be undertaken by qualified tradespersons in a proper and workmanlike manner;
- 9.2.7 all work shall be undertaken only between the hours of 7:30am and 5:30pm on Mondays to Saturdays other than public holidays;
- 9.2.8 all Common Property shall be fully protected against damage;
- 9.2.9 any damage caused to Common Property shall be rectified by such person to the satisfaction of the Corporation;
- 9.2.10 all Common Property areas shall be left in a clean and tidy condition on a daily basis;
- 9.2.11 all work shall be undertaken in such a way so as to cause minimum disturbance or inconvenience to the Lotholders or Occupiers of any other Lots;
- 9.2.12 such person shall effect all proper insurance cover against damage to persons and property which may be caused or may arise out of such prescribed work and shall upon request from the Corporation provide the Corporation with a copy of such insurance policy or cover;
- 9.2.13 such person shall permit the Corporation to inspect the work being undertaken from time to time until such work is complete upon reasonable notice of such intended inspections; and
- 9.2.14 any rubble or refuse arising from the performance of such prescribed work must not be disposed of in domestic garbage bins but must be disposed of as directed by the Corporation;
- 9.2.15 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 where such person has obtained the consent of the Corporation, the person must insert an acoustic underlay between the floor and the hard floor covering.
- 9.3 Save and except for any prescribed work referred to in by-law 9.2 hereof and performed or carried out in accordance with such by-law 9.2 a person bound by these by-laws shall not mark, paint, drive nails or screws or the like into, or

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otherwise damage or deface, any structure that forms part of the Common Property without the prior approval in writing of the Corporation.

10. Moving Articles To and From Lots

The Lotholder or Occupier shall comply with and observe the following conditions and restrictions as to delivery or movement of goods or furniture to and from the Lot:

10.1 Goods or furniture may be delivered to and from the 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 under the supervision of the Corporation.

10.2 Goods or furniture 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 Lotholder.

11. Animals

Subject to the Act, a person bound by these by-laws must not without the consent of the Corporation, keep any animal in, or in the vicinity of, a Lot.

12. Change in Ownership

A Lotholder must immediately notify the Corporation or ensure that the Corporation is notified of:

12.1 any change in ownership of the Lot, or any change in address of a Lotholder;

12.2 any change in the occupancy of the Lot.

13. Right to Enter Lot

The Corporation shall be permitted by each Lotholder or Occupier and the Operator and shall have the right at all reasonable times and on giving the Lotholder or the Occupier and the Operator reasonable notice (except in cases of emergency when no such notice shall be required), to enter upon the Lot for the purpose or in the course of carrying out the functions or duties of the Corporation or exercising its powers which, without limiting the generality of the foregoing, shall be deemed to include the power

13.1 to inspect the Lot;

13.2 to carry out maintenance repairs or work;

and

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13.3 to enter upon and inspect any part of the Lot for the purpose of ensuring that the Act and these by-laws are being observed.

14. Sale of Lot

A person bound by these by-laws:

14.1 shall ensure that in the event that a Lot is to be sold by auction, that the auction must take place wholly within the Lot so as to not cause a disturbance to other persons on the Community Parcel;

14.2 must not cause, suffer or permit any signs advertising the sale of the Lot to be placed on or in the Community Parcel;

14.3 must not interfere with or compromise the security system of the building when conducting an open inspection of the Lot.

15. Observance of By-laws

15.1 Where these by-laws restrict the behaviour or activity of a Lotholder or Occupier of a Lot there shall be imposed upon that Lotholder or Occupier an obligation not to permit that behaviour or activity;

15.2 A Lotholder or Occupier of a Lot shall take all reasonable steps to ensure that their visitors comply with the provisions of these by-laws and in the event of their inability or any reason to ensure such compliance by any such visitor, they shall thereupon ensure that such visitor leaves the Community Parcel.

PART 5 - COMMON PROPERTY

16. Prohibited Activities

A person bound by these by-laws must not:

16.1 obstruct the lawful use of the Common Property by any person;

16.2 sleep overnight on the Common Property;

16.3 interfere, or allow their visitors to interfere, with others in the enjoyment of their rights in relation to Lots or Common Property;

16.4 bring objects or materials to the Common Property of a kind that are likely to cause justified offence to others;

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- 16.5 throw, roll or discharge any stone, substance or missile to the danger of any person on the Common Property;
 - 16.6 without the consent of the Corporation deface, paint, write, cut names or letters or make marks on or fix bills or advertisements to any part of the Common Property;
 - 16.7 consume any alcohol except in designated areas.
- 17. Corporation to keep Common Property in Good Repair**

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

PART 6 - MISCELLANEOUS

18. Insurance

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

The Policy of Insurance to be carried by the Lotholder shall be issued by a company approved by the Corporation and shall give such cover as the Corporation in its absolute discretion may require, the minimum requirement being that such a policy of insurance shall give cover for loss or damage to property or person of third parties to a minimum of \$10,000,000 in respect of any one accident or event.

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

19. Indemnity and Release

A person bound by these by-laws shall:

- 19.1 indemnify and forever hold harmless the Corporation from and against all and any actions, claims, demands, losses, damages, costs and expenses which the Corporation shall or may become liable in respect of or arising out of any loss or injury personal or in respect of property (suffered by any person in on or about the Lot or Common Property) except and to the extent that such loss or injury was caused or contributed to by the negligence of the Corporation;

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

20. Removal of Persons

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

21. Services

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

22. Permits

22.1 In any by-law of the Corporation, unless the contrary intention is clearly indicated, the words "the consent of the Corporation" means the permission of the Corporation given in the form of a written permit;

22.2 The Corporation shall have the power to grant permits in respect of any activity in or on the Community Parcel;

22.3 The Corporation may attach such conditions to a permit as it thinks fit and may vary or revoke such conditions or impose new conditions by notice in writing to the permit holder;

22.4 The Corporation may grant a permit either for a term of up to twelve (12) months or for an identified activity or schedule of activities as it thinks appropriate;

22.5 A permit holder shall comply with each and every condition of the permit. Each event which is a breach of the permit shall constitute a separate offence under these by-laws;

22.6 A permit holder shall pay to the Corporation in advance, such fee as may be determined by the Corporation for the Corporation issuing the permit to the permit holder;

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**By-Laws
Development No. 020:C001:01**

22.7 Subject to the terms of the permit, the Corporation may cancel, suspend or revoke the permit at any time by notice in writing to the permit holder.

23. Offences

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

Maximum penalty: The maximum prescribed under the Act.

24. Breach

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

25. Waiver

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

26. Notice

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

THE COMMON SEAL of)
SOUTHBANK SECURITIES)
PTY LTD was hereunto affixed)
in the presence of:)



[Handwritten Signature] Director

[Handwritten Signature] Director/Secretary

STATEMENT PURSUANT TO SECTION 139 OF THE *COMMUNITY TITLES ACT 1996*Date of Statement: **21 January 2026**Community Lot in respect of which the Statement is issued: **Lot 709 in Community Plan No. 21063 at 160 Rundle Mall, ADELAIDE SA 5000**

Unit entitlement: 110

Total entitlement: 11000

Water Payment Method: Corporation pays common water usage charges.

Unit owner: **Bowen Maurice Brogden**

Person requesting certificate:

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

The Community corporation certifies the following with respect to the Lot being the subject of this Statement:

1. Administrative fund – contributions payable by regular periodic instalments or lump sum

Total amount last determined with respect to the lot

Amount	Period
\$3,541.00	01 Oct 2025 to 28 Feb 2026

Number of instalments payable (if contributions payable by instalments)

5

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

Amount	Period	Date due
[OUTSTANDING]\$708.20	01 Oct 2025 to 31 Oct 2025	01 Oct 2025
[OUTSTANDING]\$708.20	01 Nov 2025 to 31 Nov 2025	01 Nov 2025
[OUTSTANDING]\$708.20	01 Dec 2025 to 31 Dec 2025	01 Dec 2025
[OUTSTANDING]\$708.20	01 Jan 2026 to 31 Jan 2026	01 Jan 2026
\$708.20	01 Feb 2026 to 28 Feb 2026	01 Feb 2026

Amount owing \$2,832.80

Interest due on unpaid levies \$0.00

Amount in credit for prepaid levies \$0.00

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

Total amount last determined with respect to the lot

Amount	Period
\$980.00	01 Jan 2026 to 31 Dec 2026

Number of instalments payable (if contributions payable by instalments)

2

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

Amount	Period	Date due
[OUTSTANDING]\$196.00	01 Oct 2025 to 31 Oct 2025	01 Oct 2025
[OUTSTANDING]\$196.00	01 Nov 2025 to 31 Nov 2025	01 Nov 2025
[OUTSTANDING]\$196.00	01 Dec 2025 to 31 Dec 2025	01 Dec 2025
[OUTSTANDING]\$196.00	01 Jan 2026 to 31 Jan 2026	01 Jan 2026
\$196.00	01 Feb 2026 to 28 Feb 2026	01 Feb 2026

Amount owing \$784.00

Interest due on unpaid levies \$0.00

Amount in credit for prepaid levies \$0.00

3. Special contributions

Date Due:	Details	Amount due	Amount paid	Amount outstanding
01/10/2025	Lot 709: Electricity Charges 30/07/25-27/08/25	\$49.16	NIL	\$49.16
14/11/2025	Lot 709: Electricity Charges 01/09/25-30/09/25	\$17.37	NIL	\$17.37
15/12/2025	Lot 709: Electricity Charges 01/10/25-31/10/25	\$16.78	NIL	\$16.78
15/01/2026	Lot 709: Electricity Charges 01/11/25-30/11/25	\$15.72	NIL	\$15.72
30/01/2026	Lot 709: Electricity Charges 01/12/25-31/12/25	\$33.71	NIL	NIL

4. Particulars of Assets and Liabilities of the Corporation

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

5. Particulars of any Expenditure

(a) Incurred by the Corporation

REFER TO MINUTES ATTACHED

(b) Resolved to be incurred to which the unit holder must, or is likely to be required to, contribute

REFER TO MINUTES ATTACHED - Please contact our office prior to settlement. The AGM will be on the 19th February 2025 and notices will be going out.**6. Insurance policies**

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

Strata Community Insurance

Policy No. POL11098321

Type: Building

Premium: \$0.00

Next due: 30/11/2026

Cover	Sum insured	Excess
Building	\$29,210,000.00	\$0.00
Common Area Contents	\$292,100.00	\$0.00
Loss Of Rent & Temporary Accommodation	\$4,381,500.00	\$0.00
Public Liability	\$30,000,000.00	\$0.00
Office Bearers Liability	\$5,000,000.00	\$0.00
Govt. Audit Costs	\$25,000.00	\$0.00
Appeal Expenses	\$100,000.00	\$0.00
Legal Defence Expenses	\$50,000.00	\$0.00
Lot Owners Fixtures & Improvements	\$300,000.00	\$0.00

7. Documents Supplied

(i) Minutes of general meetings of the corporation and meetings of the management committee for the last two years

(ii) Statement of Accounts of the corporation last prepared by the corporation

(iii) The current policies of insurance taken out by the corporation

NOTE:

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

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

The Community Titles Act requires that :-

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

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

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

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

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

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

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

This Statement was prepared on behalf of Community Corporation 21063 by

 (signature)

Carrie McInerney
Homer Management
 232 South Road
 MILE END SA 5031

HORNER MANAGEMENT
ABN 72 785 473 932

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

Email: office@hornermanagement.com.au

[Vendor Ref: Bowen Maurice Brogden]

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

UNIT OWNER UPDATE

(to be filled in only for new owners)

Community Corporation 21063
709/160 Rundle Mall, ADELAIDE SA 5000

SETTLEMENT DATE: ____/____/____

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

Place of Birth: _____ Date of Birth: _____

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

Place of Birth: _____ Date of Birth: _____

(Company Titles Only)

Unit Owner/s residential address: _____

Unit Owner/s preferred postal address: _____

Contact Details: Phone: _____ Work: _____

Mobile: _____ Email: _____

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

Property Manager / Agent: _____

(if Applicable)

Address: _____

Contact Person: _____

Contact Number: _____ Fax: _____

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

Tenant/s Names: (Mr/ Mrs/ Miss/ Ms) _____

Tenant/s Numbers: Mobile: _____ Home: _____

Conveyancer acting on behalf of vendor: _____

Conveyancer acting on behalf of purchaser: _____

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



Income & Expenditure Statement for the financial year-to-date 01/07/2025 to 21/01/2026

Horner Management
232 South Road
Mile End SA 5031

Ph: 8234 5777
office@hornermanagement.com.au

Community Corporation 21063

160 Rundle Mall, ADELAIDE SA 5000

Administrative Fund

Current period

01/07/2025-21/01/2026

Revenue

Insurance Recovery - Water Damage	2,825.63
Keys / Fobs / Swipe Cards	35.00
Levies Due--Admin	450,876.10
Recovery--Owner	700.00
Utility--Electricity Reimbursement	32,889.08
Vending Machine Commission	223.82
<i>Total revenue</i>	487,149.63

Less expenses

Admin--Additional Management Fees	600.00
Admin--Additional Management Fees - Email Vote	60.00
Admin--BAS Preparation Fee	600.00
Admin--Information & Communication	3,774.90
Admin--Legal & Debt Collection Fees	155,085.89
Admin--Levy Contribution--Community Assoc	13,574.00
Admin--Management Fees--Standard	12,550.00
Admin--Meeting Fee	300.00
Admin--Meeting Fee--Committee Meeting	1,510.23
Admin--Public Officers Admin Fee	131.82
Expense -- Owner	(2,175.00)
Insurance Claim - Water Damage	18,400.49
Interest on Loan Unsecured - Admin - Admin	20,754.16
Maint Bldg--Airconditioning	2,173.61
Maint Bldg--Building Manager	35,905.00
Maint Bldg--Building Manager--AH call out	196.84
Maint Bldg--Cleaning	15,163.92
Maint Bldg--Fire Protection	15,169.50
Maint Bldg--Fire Protection--Contract	4,696.54
Maint Bldg--General Repairs	8,243.00
Maint Bldg--Letter Boxes	4,500.00
Maint Bldg--Lift--Maintenance Contract	17,664.08
Maint Bldg--Lift--Registration Fees	430.00
Maint Bldg--Locks, Keys & Card Keys	(35.00)
Maint Bldg--Plumbing & Drainage	5,105.09

Community Corporation 21063

160 Rundle Mall, ADELAIDE SA 5000

Administrative Fund**Current period**

01/07/2025-21/01/2026

Maint Bldg--Security	8,410.67
Maint Grounds--Rubbish Removal	14,685.00
Trades Compliance--Annual Fee	90.91
Utility--Council Rates	63,908.05
Utility--Electricity	35,907.33
Utility--Meter Readings	14,699.97
Utility--Telephone Service Charges	829.25
Utility--Water & Sewerage	60,420.45
Utility--Water Usage Charges	5,914.25
<i>Total expenses</i>	<u>539,244.75</u>
Surplus/Deficit	<u>(52,095.12)</u>
Opening balance	25,032.01
Closing balance	<u><u>-\$27,063.11</u></u>

Community Corporation 21063

160 Rundle Mall, ADELAIDE SA 5000

Sinking Fund**Current period**

01/07/2025-21/01/2026

Revenue

Levies Due--Sinking	124,730.08
<i>Total revenue</i>	<u>124,730.08</u>

Less expenses

Admin--Levy Contribution--Community Assoc	660.00
Maint Bldg--Fire Protection--Smoke Detectors	1,407.00
Maint Bldg--OH&S Compliance	14,328.35
Maint Bldg--Workplace Health & Safety	4,800.00
<i>Total expenses</i>	<u>21,195.35</u>

Surplus/Deficit103,534.71

Opening balance

281,482.52

Closing balance\$385,017.23



Income & Expenditure Statement for the financial year to 30/06/2025

Horner Management
232 South Road
Mile End SA 5031

Ph: 8234 5777
office@hornermanagement.com.au

Community Corporation 21063

160 Rundle Mall, ADELAIDE SA 5000

Administrative Fund

Current period

01/07/2024-30/06/2025

Revenue

Balance From Previous Administration	119,087.98
Levies Due--Admin	386,293.80
Miscellaneous Income--Admin	110,961.26
Recovery--Other	994.00
Utility--Electricity Reimbursement	15,273.63
Vending Machine Commission	118.59
<i>Total revenue</i>	632,729.26

Less expenses

Admin--Information & Communication	3,480.15
Admin--Legal & Debt Collection Fees	22,939.47
Admin--Levy Contribution--Community Assoc	11,765.00
Admin--Management Fees--Standard	9,900.00
Admin--Meeting Fee	1,075.00
Interest on Loan Unsecured - Admin - Admin	16,311.97
Maint Bldg--Building Manager	14,625.00
Maint Bldg--Building Manager--AH call out	220.00
Maint Bldg--Cleaning	9,124.96
Maint Bldg--Consultants	2,352.73
Maint Bldg--Electrical	935.00
Maint Bldg--Fire Protection	7,017.89
Maint Bldg--Fire Protection--Contract	903.95
Maint Bldg--General Repairs	2,835.45
Maint Bldg--Lift--Maintenance Contract	4,000.00
Maint Bldg--Locks, Keys & Card Keys	922.56
Maint Bldg--Plumbing & Drainage	6,531.27
Maint Bldg--Security	1,390.00
Maint Grounds--Rubbish Removal	8,574.19
Recoverable Costs	12.45
Utility--Council Rates	29,104.85
Utility--Electricity	37,505.52
Utility--Meter Readings	4,050.00
Utility--Telephone Service Charges	859.94
Utility--Water & Sewerage	17,251.90

Community Corporation 21063**160 Rundle Mall, ADELAIDE SA 5000**

Administrative Fund**Current period**

01/07/2024-30/06/2025

<i>Total expenses</i>	<u>213,889.25</u>
Surplus/Deficit	<u>419,040.01</u>
Opening balance	(394,008.00)
Closing balance	<u><u>\$25,032.01</u></u>

Community Corporation 21063

160 Rundle Mall, ADELAIDE SA 5000

Sinking Fund**Current period**

01/07/2024-30/06/2025

Revenue

Balance From Previous Administration	187,812.74
Interest-Bank	23.18
Levies Due-Sinking	106,915.90
<i>Total revenue</i>	<u>294,751.82</u>

Less expenses

Admin-Levy Contribution-Community Assoc	1,320.00
Maint Bldg-Letter Boxes	11,949.30
<i>Total expenses</i>	<u>13,269.30</u>

Surplus/Deficit281,482.52

Opening balance 0.00

Closing balance\$281,482.52



Balance Sheet

As at 21/01/2026

Horner Management
232 South Road
Mile End SA 5031

Ph: 8234 5777
office@hornermanagement.com.au

Community Corporation 21063

160 Rundle Mall, ADELAIDE SA 5000

Current period

Owners' funds

Administrative Fund

Operating Surplus/Deficit--Admin	(52,095.12)
Owners Equity--Admin	(394,006.00)
	(446,103.12)

Sinking Fund

Operating Surplus/Deficit--Sinking	103,534.71
	103,534.71

Net owners' funds

-\$342,568.41

Represented by:

Assets

Administrative Fund

Cash at Bank--Admin	151,335.50
Receivable--Levies--Admin	151,973.77
Receivable--Owners--Admin	51,800.49
	355,109.76

Sinking Fund

Cash at Bank--Sinking	351,132.36
Receivable--Levies--Sinking	42,060.60
	393,192.96

Unallocated Money

Cash at Bank--Unallocated	1,245.99
	1,245.99

Total assets

749,548.71

Less liabilities

Administrative Fund

Creditor--GST--Admin	24,934.21
Creditors--Other--Admin	9,030.60
Loans Unsecured--Admin	336,496.11
Prepaid Levies--Admin	11,711.95
	382,172.87

Sinking Fund

Creditor--GST--Sinking	4,934.19
Prepaid Levies--Sinking	3,241.54
	8,175.73

Unallocated Money

Prepaid Levies--Unallocated	1,245.99
	1,245.99

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

Community Corporation 21063

160 Rundle Mall, ADELAIDE SA 5000

	Current period
<i>Total liabilities</i>	<u>391,594.59</u>
Net assets	<u>\$357,954.12</u>

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



Balance Sheet

As at 30/06/2025

Horner Management
232 South Road
Mile End SA 5031

Ph: 8234 5777
office@hornermanagement.com.au

Community Corporation 21063

160 Rundle Mall, ADELAIDE SA 5000

Current period

Owners' funds

Administrative Fund

Operating Surplus/Deficit--Admin	419,040.01
Owners Equity--Admin	(394,008.00)
	25,032.01

Sinking Fund

Operating Surplus/Deficit--Sinking	281,482.52
	281,482.52

Net owners' funds

\$306,514.53

Represented by:

Assets

Administrative Fund

Cash at Bank--Admin	308,162.42
Receivable--Levies--Admin	80,372.49
Receivable--Owners--Admin	62,206.39
	450,741.30

Sinking Fund

Cash at Bank--Sinking	273,197.24
Receivable--Levies--Sinking	22,459.21
	295,656.45

Unallocated Money

Cash at Bank--Unallocated	1,225.65
	1,225.65

Total assets

747,623.40

Less liabilities

Administrative Fund

Creditor--GST--Admin	32,478.54
Creditors--Other--Admin	467.50
Loans Unsecured--Admin	370,661.36
Prepaid Levies--Admin	22,101.89
	425,709.29

Sinking Fund

Creditor--GST--Sinking	8,148.64
Prepaid Levies--Sinking	6,025.29
	14,173.93

Unallocated Money

Prepaid Levies--Unallocated	1,225.65
	1,225.65

Community Corporation 21063

160 Rundle Mall, ADELAIDE SA 5000

	Current period
<i>Total liabilities</i>	<u>441,108.87</u>
Net assets	<u>\$306,514.53</u>

Community Corporation 21063 Inc 160 Rundle Mall, Adelaide

Minutes of the Extra Ordinary Meeting held at the offices of HWL Ebsworth on
Monday 30th June at 12.00pm

PROCEEDINGS

Present

Paul Feltrin representing Care Park Properties Pty Ltd	Lot 10
John Newell	Lot 102
Tt Wang	Lot 114
Jennifer Blackwood	Lot 207
Deepender Kumawat	Lot 304
Alessio Tripodi	Lot 307
Peter G-K Wong	Lot 406
Laura Dodson	Lot 412
Robyn Gelsthorpe On Behalf Of Edward Gelsthorpe	Lot 501
D Parham	Lot 509
R Badcock On Behalf Of R Badcock Family Trust	Lot 510
A & K McMullen	Lot 513
A & K McMullen	Lot 514
P Trudinger	Lot 607
Shaun Pape	Lot 609
A Le Ray & V Le Ray	Lot 613
Rob Badcock On Behalf Of Robert John Badcock Family Trust	Lot 704
Rob Badcock On Behalf Of Robert John Badcock Family Trust	Lot 705
Peter & Kylie Zolier	Lot 706
Malcolm Driver on behalf of Wittcam Pty Ltd	Lot 714

Proxies

Care Park Properties Pty Ltd To Paul Feltrin	Lot 10	Proxy dated 16.5.2025
V R Bolingbroke & M R Bolingbroke	Lot 101	Proxy dated 11.12.2024
N Anthony & D Cutajar Proxy To Australian Property Management	Lot 105	Proxy dated 24.04.2025
S A Corrie & K J Germein Proxy To Australian Property Management	Lot 106	Proxy dated 23.01.2025
Michael Lattin Proxy To Australian Property Management	Lot 107	Proxy dated 27.11.2024
A H Le & T To Proxy To Australian Property Management	Lot 108	Proxy dated 1.03.2025
Hiep Tran Proxy To Malcolm Driver	Lot 109	Proxy dated 29.06.2025
Scott Ferguson Proxy To Australian Property Management	Lot 110	Proxy dated 28.11.2024
M L Stroeh Proxy To Australian Property Management	Lot 111	Proxy dated 27.11.2024
Dong Wang Proxy To Malcolm Driver	Lot 113	Proxy dated 28.06.2025
C G Dean Proxy To Australian Property Management	Lot 201	Proxy dated 28.11.2024
Cheng Po The Proxy To Australian Property Management	Lot 202	Proxy dated 28.02.2025
Peter Renton Proxy To Australian Property Management	Lot 208	Proxy dated 16.04.2025
Dong Wang Proxy To Malcolm Driver	Lot 209	Proxy dated 28.06.2025
Rene Truyens Proxy To Australian Property Management	Lot 210	Proxy dated 11.12.2024
T J & L P Collins Proxy To Alice Carter	Lot 211	Proxy dated 28.06.2025
KE & RF Mahony Proxy To Australian Property Management	Lot 212	Proxy dated 26.11.2024

P A Kirchner Proxy To Australian Property Management	Lot 213	Proxy dated 12.02.2025
M & A Morena Proxy To Australian Property Management	Lot 214	Proxy dated 09.02.2025
Asif Kamal Proxy To Australian Property Management	Lot 301	Proxy dated 24.03.2025
S Poopalasingham Proxy To Rob Badcock	Lot 303	Proxy dated 30.06.2025
Janet Badgery Proxy To Australian Property Management	Lot 305	Proxy dated 03.12.2024
Zoran Bucalo Proxy To Australian Property Management	Lot 306	Proxy dated 13.06.2025
Gunjan Verma Proxy To Malcolm Driver	Lot 308	Proxy dated 29.06.2025
M K Roberts Proxy To Australian Property Management	Lot 309	Proxy dated 28.11.2024
Bryan Tarr & Angela Tarr Proxy To Australian Property Management	Lot 310	Proxy dated 16.12.2024
D P Paikovics Proxy To Australian Property Management	Lot 311	Proxy dated 21.12.2024
H R Kirchner	Lot 313	Proxy dated 12.02.2025
A K Cheetham Proxy To Malcolm Driver	Lot 401	Proxy dated 29.06.2025
Nathan Johnson Proxy To Australian Property Management	Lot 402	Proxy dated 30.11.2024
J N Rolan Proxy To Malcolm Driver	Lot 403	Proxy dated 29.06.2025
J N Rolan Proxy To Malcolm Driver	Lot 404	Proxy dated 29.06.2025
J N Rolan Proxy To Malcolm Driver	Lot 405	Proxy dated 29.06.2025
R F & K E Mahory Proxy To Australian Property Management	Lot 408	Proxy dated 26.11.2024
David Lawson Proxy To Malcolm Driver	Lot 409	Proxy dated 30.06.2025
L A Barrett Proxy To Australian Property Management	Lot 413	Proxy dated 02.12.2024
K Kwan Proxy To Australian Property Management	Lot 414	Proxy dated 29.11.2024
Shah Safi Proxy To Australian Property Management	Lot 503	Proxy dated 10.12.2024
Y-L Hsieh & L-H Chen Proxy To Malcolm Driver	Lot 506	Proxy dated 29.06.2025
P & S M Laznicka Proxy To Australian Property Management	Lot 511	Proxy dated to 11.12.2024
L Chen Proxy To Malcolm Driver	Lot 512	Proxy dated 29.06.2025
Reitan Holdings Pty Proxy To Australian Property Management	Lot 601	Proxy dated 12.12.2024
H Woolfitt Proxy To Malcolm Driver	Lot 604	Proxy dated 28.06.2025
Shah Safi Proxy To Australian Property Management	Lot 605	Proxy dated 10.12.2024
Ying Nan Guo Proxy To Malcolm Driver	Lot 606	Proxy dated 29.06.2025
D Han Proxy To Malcolm Driver	Lot 610	Proxy dated 30.06.2025
A Van Diermen Proxy To Australian Property Management	Lot 611	Proxy dated 26.11.2024
Al Powell Proxy To Australian Property Management	Lot 612	Proxy dated 05.11.2024
Andrew Burns Superannuation Pty Ltd	Lot 701	Proxy dated 29.06.2025
Rene Truyens Proxy To Australian Property Management	Lot 708	Proxy dated 11.12.2024
Bowen Brogden Proxy To Malcolm Driver	Lot 709	Proxy dated 29.06.2025
Jegatheeswary Markandoo Proxy To Malcolm Driver	Lot 710	Proxy dated 27.06.2025
Natalie Emanuele Proxy To Malcolm Driver	Lot 711	Proxy dated 29.06.2025
Wttcam Pty Ltd Proxy To Malcolm Driver	Lot 714	Proxy dated 28.06.2025

Proxies that could not be verified by the Corporation and are therefore invalid.

Michael Collins Proxy To Australian Property Management	Lot 206	
Ammajo Nominees Pty. Ltd. Proxy To Australian Property Management	Lot 302	
K Schumacher & L Shumacher Power Of Attorney To Australian Property Management	Lot 505	POA not dated
Orphanides Investments Pty Ltd Proxy To Australian Property Management	Lot 602	Proxy dated 30.01.2025

Quorum

A quorum is set out by the Community Titles Act. A quorum for the transaction of the general meeting is determined by dividing the number of persons entitled to attend and vote at the meeting by two, disregarding any fraction and adding 1. For a quorum to be achieved for today's meeting, we'll need to have 50 members who are entitled to attend and vote present.

A vote cannot be exercised in relation to a lot unless all amounts payable to the community corporation in respect of the lot have been paid.

If a quorum is not present within half an hour of the time appointed for a general meeting, the Members present must appoint another day for the meeting. Being at least seven days, but not more than 14 days later and the meeting stands adjourned to that day at that time and place. If a quorum is not formed at the adjourned meeting within half an hour, the person's present, who are entitled to vote constituted quorum.

The meeting was advised that a quorum was present.

Appointment of Chairperson

Trang Pham advised that it is proposed that she chair the meeting in accordance with Section 83 of the Community Titles Act in the absence of the Presiding Officer. It was further mentioned that the past Presiding Officer, David Clair of Lot 514 ceased to be a unit owner on 9th May 2025. In accordance with the Act, this position becomes vacant if the member ceases to be a member of the corporation. Trang Pham advised that there has been no formal resolution to put forward the amendment of a Presiding Officer.

Alice Carter advised that the Management Committee passed a resolution appointing Andrew McMullen as the Presiding Officer, he filled a casual vacancy and that vacancy is filled until the Annual General Meeting. The management committee are delegated authority to pass any resolution that can be made by way of an ordinary resolution of which the appointment of office bearers is, as per Section 97 of the Community Titles Act.

Motion 1: The Community Corporation resolves by ordinary resolution to appoint Trang Pham as Chairperson for the meeting. Moved by Paul Feltrin (Lot 10), seconded by Kathryn Mahony (Lot 212).

VOTES

15 non-financial votes

Yes : 31

No: 25

Abs: 0

Inv: 15

Yes: 3

No: 11

Inv: 1

Motion CARRIED.

Minutes of Previous Meeting

Motion 2: The Community Corporation resolves by ordinary resolution per section 81(5)(b) of the Community Titles Act 1996 (SA) to accept the minutes of the Extraordinary General Meeting held on 13 December 2024 and sent to Lot Owners are a true and correct record of the proceedings of that meeting.

Moved by Paul Feltrin (Lot 10), seconded by Kathryn Mahony (Lot 212)

VOTES

15 non-financial votes

Yes : 20

No: 34

Abs: 1

Inv: 17

Yes: 10

No: 5

Motion DEFEATED.

I have recorded this as motion defeated as the motion was to accept the minutes and there was 41 against. It is not standard practice to show how the non financial owners voted but I have now included the line under each vote

Delegation of Corporation's functions and powers

Trang Pham advised that there are two motions under this item and these motions are to proposed to appoint APM as a delegate of the Community Corporation to supervise, management and operate the Unihouse Student Apartment Complex. This delegation is proposed to ensure compliance with existing lease obligations that APM holds with the majority of lot owners and to maintain continuity of resident services and to delegate certain functions to APM to assist in the performance of its delegated role. To be clear APM is not seeking to be remunerated for this delegated role over and above the fees of the leases and the Facility Management Agreement. This delegation is just to allow APM to perform its duties under the leases and manage the student accommodation at Unihouse more efficiently as it was intended when it was built.

Motion 3: The Community Corporation resolves by ordinary resolution under sections 78A of the Community Titles Act 1996 to appoint APM as a delegate of the Community Corporation to supervise, manage and operate the Unihouse Student Apartment

Complex for a term that expires on 30 June 2031. Upon expiry of this term, this delegation will continue on a month-to-month basis until the appointment is revoked.

Moved by Paul Feltrin (Lot 10), seconded by Kathryn Mahony (Lot 212)

Alice Carter asked the Chair to confirm that there will be no remuneration drawn from the Corporation for the delegation. The Chair confirmed that there will not be any fees above and beyond the Facility Management agreement and the fees charged under the leases to the individual lot owners. Alice Carter further questioned that if there was already delegated authority under the leases for APM to do these duties, why does the corporation need to delegate authority to do the duties outlined in the leases with individual unit owners.

It was further clarified that the fees charged under the leases are charged to the individuals in the rental pool, and it is only the Facility Management fees of \$130,800 that will be charged to the corporation.

VOTES

15 non-financial votes

Yes : 37	No: 23	Abs: 0	Inv: 17
Yes: 3	No: 12		

Motion CARRIED.

Delegation of Corporation's functions and powers

Motion 4: The Community Corporation resolves by ordinary resolution to provide the following functions to APM to assist in the performance of its delegated role:

- i. control or access to current lot owner contact details;
- ii. control or access to lot owner's portal/accounts for payment of ongoing expenses and utilities on behalf of the lot owners in the rental pool (including SA Water, electricity, council rates);
- iii. permission to receive and pay invoices for and on behalf of lot owners under the rental pool in respect of levies raised against those lot owners
- iv. permission to liaise with and tender for third-party contractors and service providers engaged on behalf of the community corporation in respect of maintenance and repairs pertaining to Unihouse;
- v. permission to open and manage relevant bank accounts in APM's name as required for the efficient management and operation of Unihouse;
- vi. possession of several Master keys to have access and possession of the lots under the rental pool at Unihouse; and
- vii. all other acts and things which APM deems necessary or conducive for the efficient management and operation of Unihouse.

Moved by Paul Feltrin (Lot 10), seconded by Kathryn Mahony (Lot 212)

Alice Carter requested that it be recording in the minutes that these lists of items are not matters that a corporation can delegate as a group, these are matters for members and individual owners to delegate on their relevant lease arrangements. It was further mentioned that there are court orders in place for the delivery up of all master keys. The corporation is still waiting up the delivery of these master keys.

The legal representative of APM, Noel Williams, addressed the meeting and advised that the delivery of master keys was not a matter up for discussion at this meeting and further stated that this motion and delegated powers relate to more than what is in the individual leases and relates to the Community Corporation.

Carrie McInerney, the current Body Corporate Manager mentioned that the motion lists control or access and asked if APM are seeking authority to control the owners details and provide the Body Corporate Manager with access, or is APM seeking access to the records. It was confirmed that the Body Corporate Manager will control the register of the Body Corporate and APM will control the registered for their records but will need access to the Body Corporate records as well.

Peter Trudinger asked, "when it says rental pool, does this mean owner occupiers in all the unit in the building or the ones that are just leased out through APM Or another Management company. Trang advised that APM is the only company currently managing a rental pool at unihouse apartments so those rental pool apartments are only being leased out by APM. Trang confirmed that the owner occupier is not part of the rental pool. Peter then questioned, when the motion says to have access and possession of the locks under the rental pool, this means that APM do not have access to owner occupier lots without asking them. Trang advised that

If you have a valid lease with APM, you can choose to be an owner occupier or be part of the rental pool. If you want to make your lot available, then APM do need access and details of information relating to the lots.

Carrie McInerney stated that it was important to note that with the master key opens every lock, therefore APM will have access to all units, including owner occupied lots. It is important that all owners are aware that passing this motion will give authority for APM to hold the master key and therefore have the ability to enter every lot.

Questions were also raised about the bank account APM were seeking delegation for, however it was confirmed that the bank account was not for the Corporation.

Malcolm Driver enquired how many lots were in the pool with APM. Trang Pham advised that she would answer that question at the end of the meeting.

VOTES

15 non-financial votes

Yes : 37

No: 23

Abs: 0

Inv: 17

Yes: 3

No: 12

Motion CARRIED.

Appointment of the Facilities Manager

This agenda item proposes appointing APM's facilities manager for the corporation. The focus is said to be on restoring critical side level service that have been missing since January 2025. If passed, this appointment will prioritise

- reinstating reception and maintaining services through lot 10 consisting of the reception and business centre on the mezzanine level.
- Ensuring access control safety, essential repairs, cleaning and maintenance are carried out properly.
- Providing a stable onsite presence is pastoral care to the tenants.

To be clear, this role is separate from that of the Body Corporate manager. It's not about governance, it's about day to day operation and filling the service gaps that have affected both the residents and owners over the past several months.

Motion 5: The Community Corporation under section 78A of the Community Titles Act 1996 resolves by ordinary resolution to appoint APM as the Facilities Manager of the Community Corporation, with an annual facility management fee of \$130,800.00 (exclusive of GST), as detailed in the attached Facilities Management Agreement, for a term that expires on 30 June 2031. Upon expiry of this term, the agreement will continue on a month-to-month basis until the appointment is revoked.

Moved by Paul Feltrin (Lot 10), seconded by Kathryn Mahony (Lot 212)

Alice Carter asked Luke Scicluna of Horner Management to stand up and explain what facilities are currently being offered and how this has been managed over the past 6 months.

Horner Management of the firm view that the facility management can be done in 15 hours per week. Luke listed a number of items that have been completed

- Level 7 domestic hot water leak near the lifts, laundry taps to level 3, 5 & 7 have been repaired.
- Spouts to level 3, 5 & 7 & tap washers on level 8 have been repaired.
- Lift 2 in discussions with OTIS to understand where this sits.
- Leaks in Lots 704 and 707 have been repaired.
- CCTV system having remote access connected as well as the FOB access system, with remote access.
- The bin room was steam cleaned.
- Garbage chute has been cleaned.
- Basement pump replacement is a work in progress at the moment.
- Fire dampers in stairwells, stair pressurisation fans review
- Washer & Dryer lease review.
- Emergency Management plan in progress as there was none in place, which is concerning when the building is for student accommodation and is a high risk when you've got international students with a high turnover rate.
- Level 7 Gyproc repairs in the hallway & Mezzanine level gyproc repairs.
- Replacement of the range hood in Level B.
- Fresh air vents to all levels.
- Safety audit of the building has been completed.
- Cleaners cage has been cleaned out.
- Replacement of the buildings hot water system.

Other items that are on the list of things to do is

- Windows and external building cleaning
- Anchor point certification.
- Thermal imaging reports for fire safety issues has been booked
- Replace and repair emergency lighting has been booked in,
- Fixing issues with furniture being dumped in fire exits on the mezzanine level.

It was further mentioned that the key register has been updated and it was reported that there are 23 masterkeys in circulation and we are unsure who holds these keys.

Trang Pham questioned the Body Corporate Manager if any of the work that has been completed has cost the corporation more than \$10,000 and if the invoices are reflected on the financial. It was stated that an invoices that have been paid are reflected on the financials. Trang Pham then questioned about the cost of the mailboxes. Alice Carter advised that there were two invoices issued for this work as there are two separate mail boxes being fabricated. It was mentioned that under the Community Titles Act sates that a corporation must have a letterbox. Trang Pham advised that she understood this but questioned as to why this quote was not submitted at the EGM in December. The body corporate manager advised the owners were not aware in December that APM were going to shut the office, which meant the mail facilities were no longer available and this was considered urgent. Peter Trudinger stated from the floor that he did not think it was appropriate for the chairperson to engage in a debate unless she was to step aside. Trang Pham then passed the comments onto Paul Feltrin the managing director of APM.

Paul Feltrin replied in response to the list of trade work that's been done or ongoing. He commented that it's all basic trade work that would have been done. Unfortunately, over the last 12 months the budget has not been approved by the current committee and without budget, you can't go around spending money. The other thing that is very, very important around the reception duties is our vacancy rates. We have come through COVID. We are now at a record high vacancy rate. There are students, international students leaving that building, not because of maintenance issues but because there is no longer reception duty giving them support. International students want support and APM's ex-employee who was previously onsite spent a lot of their day talking to students helping them and that service is no longer there. Paul continues and said while 15 hours is great for a maintenance point, but the building is designed for international students and without a reception duty you will never get back to the occupancy rates that you had after COVID. Paul Feltrin was asked to clarify if the Facilities Management Agreement was more of a concierge service than facilities management. Paul Feltrin advised that it was both.

The floor was then opened up and comments were made that were not relating to the motion and had no bearing on the decisions to be made and therefore will not be recorded.

Deepender Kumawat left the meeting, and did not provide his voting paper before leaving

The chair advised that she was going to run the motion, Alice Carter advised that Motion 5 requires a unanimous resolution and not an ordinary resolution, pursuant to Section 119 of the Community Titles Act and Regulation 21(c) the expenditure proposed exceeds what is allowed to be spent under an ordinary resolution. While the motion is not recorded as a unanimous resolution, the corporation has deemed this to be a unanimous resolution.

Noel Williams advised that the vote was for delegation under Section 78 and only requires a ordinary resolution. It was stated from the floor that the corporation is being asked to commit to a total cost of \$784,800, which makes the resolution a unanimous resolution, however Noel Williams advised that the amount was \$130,800 per term.

Peter Trudinger enquired if the quoted fee of \$130,800 include the salary of a team member or will this be in additional cost as it has been in the past. Trang Pham confirmed that the salary is included in the quoted figure and all services provided by them in the Facility Management Agreement.

Carrie McInerney, Body Corporate Manager, stated that discussions so far in this meeting state that APM will have the reception area of Lot 10 open under the Facility Management Agreement, however under Schedule 2 Duties – 8 the agreement states:

Reception Duties The Facilities Manager may in its absolute discretion provide if it deems necessary the services of a receptionist to attend to the reception area in the Building. Clarification on this section was requested.

Trang Pham stated "that for the purpose of this meeting today and for the minutes I confirm that the person will be attending Lot 10 to attend to the reception area for the hours listed in the facility management agreement being 9-3pm, 5 days per week.

VOTES Yes : 41 No: 35 Abs: 0 Inv: 0
UNANIMOUS RESOLUTION - Motion DEFEATED

Carrying out the terms of the preceding resolutions

Motion 6: The Community Corporation resolves by ordinary resolution that the presiding officer, secretary, treasurer of the Community Corporation and members comprising the management committee of the Community Corporation will take all necessary steps, execute all documents, and do all things required to give effect to the above resolutions.

Moved by Paul Feltrin (Lot 10), seconded by Kathryn Mahony (Lot 212)

VOTES Yes : 38 No: 22 Abs: 0 Inv: 17
 15 non-financial votes Yes: 3 NO: 12

Motion CARRIED.

The Body Corporate Manager enquired if the chair was going to open the meeting for other ordinary resolutions or general business as under the Community Titles Act ordinary resolutions and general business do not have to be listed on the agenda. Trang Pham advised that as per correspondence with Alice Carter and Malcolm Driver, no other motions will be taken at this meeting, stating that this is a last-minute request for a resolution with minimal information made available, it was further stated that in the past APM have not been allowed to add resolutions in the past. Alice Carter stated that these motions were being raised to reduce levies and, in an effort, to move forward. The figures have been calculated on the basis of income and expenses so the committee can pass savings onto owners to reduce levies, as it is understood that high costs is plaguing the community as a whole.

Alice Carter proposed that this be noted in the minutes that the motions to reduce levies as of 1st August were not allowed by the chairperson. The chair enquired if anyone has seen a budget and therefore questioned whether it was right to put forward the motion. The Body Corporate Manager advised that the committee have been working on the budget for a number of months, but due to several owners being in arrears, noting that there were 17 unfinancial owners present at this meeting, the committee and Body Corporate Manager did not think it would be fair and reasonable to call a general meeting early or with short notice when so many owners are unable to cast a vote and noted that without an audit is it difficult to produce a perfect budget.

The chair confirmed that from her understanding that the motion was for the reduction of the Administration fund by 25% August 2025 and a 50% reduction to the Sinking Fund from June 2026, and enquired why there was such a hurry to pass a motion to reduce the sinking fund levy if it was not going to be put in place in the next few weeks when there is not a adequate budget. The Body Corporate Manager wanted to make it clear that all parties, including APM are stating that the levies are too high for the complex, despite them being carried over from the past 12 months, and it was further mentioned that once the books and records are received from APM and the corporation can have an audit completed a budget will be presented to the community.

Ting Ting Wang enquired as to why her rent money was being held back from rent received, however the chairperson advised Ting Ting Wang that this was not a discussion for the meeting of the Corporation.

Shaun Pape also mentioned that he is waiting for a copy of his lease with APM 2 ½ months ago for verification, and this has still not been provided to him. Tim Koru advised that he has sent this, however Shaun advised that this was only a deed of assignment and not the actual lease. Trang Pham advised that she will discuss this with Shaun after the meeting as it is not a body corporate issue.

Closure of Meeting

Trang Pham advised that there were no other motions listed on the agenda, the meeting would be closed and the meeting was closed at 1.20pm.

Community Corporation 21063

160 Rundle Mall, Adelaide

Minutes of the Committee Meeting held on 27th June 2025 at 3:00pm

PROCEEDINGS

Committee Members:	John Newell	Lot 102
	Laura Dodson	Lot 412
	Robert Babcock	Lot 510
	Malcolm Driver	Lot 714

APPOINTMENT OF CHAIR PERSON

It was proposed that the representative of Horner Management chair the meeting.

The Representative of Horner Management may only chair the meeting if a majority of Members present and represented vote in favour of this. Horner Management have no right to vote except where exercising a specific proxy for a Member.

Motion CARRIED.

VOTES Yes : 4 No: 0

APPOINTMENT OF PUBLIC OFFICER

I / We agree to the appointment of Carrie McInerney to act as the Public Officer for taxation purposes.

Motion CARRIED.

VOTES Yes : 4 No: 0

CLOSURE OF MEETING

The meeting was declared closed at 3.15pm

Community Corporation No. 21063 Inc

160 Rundle Mall, Adelaide

Minutes of the Committee Meeting held on 11th June 2025 at 10.30 am at the offices of Horner Management, 232 South Road, Mile End & via Teams

PROCEEDINGS

- Committee Members present:** Norm McMullen – Treasurer
Malcolm Driver – Secretary
Rob Badcock – Committee Member
John Newell – Committee Member
- Guest:** Carrie McInerney of Horner Management
Andrew Edwards of Homer Management (part meeting only)
Craig of Origin Energy (part meeting only)
- Apology:** Laura Dodson
- Quorum:** Those present were advised that a quorum was present by attendance. The meeting was declared open.

Origin Hot Water system

Craig from Origin joined the call to provide an update to the Committee in relation to the replacement hot water systems. Hindmarsh Plumbing have been engaged to replace 5 storage tanks at Origins cost with better quality tanks. There will be an interruption to the hot water services while this takes place and the work will be carried out between 9am-5pm on day to be determined. All owners will receive notification of this date and time. Craig mentioned that the hot water meters will also need to be replaced for each unit, these meters are inside the roof space of each bathroom. This will require access to each apartment. Origin will be onsite for about a week to carry out the replacement of the meters, with each unit having the opportunity to book a time for the meter to be replaced. Craig advised that switch over will take between 15 – 30 minutes for each unit. If access is not provided residents will receive an estimated bill for the hot water use. Letters will be sent to owners, property managers and notices will be placed around the building to highlight the required access to all residents in the building.

Origin Billing

Some owners and residents are confused over the billing for the Hot Water in the units. It is up to each new tenant to contact Origin to connect to the hot water. A flyer will be received from Craig at Origin with details on how to connect the water to their units. Tenants also need to contact origin when they move out of the unit. There is no cost for the move/out process from origin.
[Craig left the meeting]

Facility Management update

Fob System

The changing over of the existing fob system will be completed on the 18th June, with the system being installed on the Mezzanine level in the room behind the lifts. The building is being prepared for the new wiring at the moment. Fobs can now be ordered and can be used with the new system, and each fob will have a code which is allocated to a unit so it can be cancelled if lost in the future. This will also allow the corporation to keep track of the fobs. The Committee have also planned to replace existing fobs with new fobs so they can also be coded and tracked for each unit, as at this stage there is no understanding on how many fobs are being used by current residents or past residents.

Gyprock repairs

A Bulder will be repairing any areas that have been cut for the wiring for the fob system, as well as repairing the holes from the leaks on level 7 & 8, on the 19th June.

Letterboxes

The contractor has advised that the letterboxes are being manufactured and will be ready late June early July. The contractor will be engaged as soon as a firm date is received to install them in the foyer area.

Excess items in storage

The Committee have been working to remove all the damaged furniture that is being stored in the common area on the mezzanine level. It was mentioned that there are still several items in the common area that could be repurposed or donated. While the Corporation acknowledge that a lot of the furniture is predominantly used for the rental units, it has been mentioned that it has been normal practice for furniture to be dumped in this area and not taken back for new residents when there is a change of occupant. It was further mentioned that while owners believed the furniture was for the units in the rental pool, the Corporation's financial records show that the corporation has been paying for fridges, beds, and couches suggesting that the corporation is in fact, the owner of the items in the common storeroom.

It was agreed that all owners will be advised that there is spare furniture in the mezzanine level and if they would like to claim any of the furniture then it should be removed and taken from the common area within 14 days of the letter being sent. It was further mentioned and acknowledged that Lot 10 owns the beginning of the common area and if APM require any of the furniture for the pool rental units, they can neatly store the items in this area. All items will need to be stored in a manner so to not pose a fire risk to the building or impede fire exits.

Contractor sign in

QR codes will be placed at the entrance of the building for contractors to sign in and out so we can be confident when contractors are onsite and will also allow us to monitor invoices being received when compared to the contractor's activity onsite. All contractors engaged by Horner Management, with the Corporation's authority, will be advised that they will need to use this system.

Andrew advised that he is aware that Butterfields have been onsite, however we are no clear as to who has engaged them or what work they are carrying out. Andrew has attempted to call and email them however no return calls or emails have been received. We do not believe they have a contract with the Corporation, as there was no contract between the Corporation and Butterfields received from APM when the court ordered them to provide all contracts for the Corporation.

Safety Report

This has been completed by BIV Reports Pty. Ltd. and the report should be received in the very near future.

Fire control repairs

Andrew mentioned that while the Committee has approved the repairs that are required for the fire systems, Andrew noticed that there was a quote to install the Storz heads, however they are already in place. Andrew is currently waiting for a comparison quote from FESSA.

Hard rubbish

A few hard rubbish collections have been completed, with old, damaged furniture being removed from the mezzanine level. The next area to be cleaned will be the roof top level as there are a number of items that are damaged. Carrie will book in another hard rubbish collection and request it be on a Wednesday to avoid using the laneway when other businesses are putting out their recycling. Rob and John advised that they are happy to move the furniture to the street.

Emergency Management plan

This has been received and will be sent to the Committee. There are some roles that need to be filled to comply with the plan.

Plans will be placed around the building, as well as QR Codes outlining how to evacuate the building. The QR Codes will have bilingual information as well.

Andrew can also assist with these roles, but we will require interim members who will be onsite until Andrew can attend.

Fobs (continued)

To ensure the fobs are provided to the correct person, owners will be contacted to arrange the delivery of the fob. They will not be handed to tenants or Property Managers without the approval of the individual unit owners. Any additional fobs will be available for purchase for \$35.00, which includes the cost of the fob and coding.

Air handling system

It is suspected that Butterfields have been attending / monitoring this system, however they are not responding to any requests for reports or contracts. Andrew is currently in talks with another contractor to take over this work.

Water leaks

There was a lot of rain over the weekend of 14/15 June and only one leak was reported. This was at the north stairwell. Access needs to be gained to the exterior of the building to investigate this and Andrew is looking at some contractors to assist with this.

General Maintenance

The broken door handle on level 8 is being repaired on the 23rd June.

Acknowledgement to the cleaners

Norm wanted to pass on his acknowledgement of thanks to the cleaners after the long weekend as someone placed a roll of carpet down the chute and caused a major blockage which the cleaners assisted with.

Renovation checklist

It was mentioned that a checklist should be supplied to all owners for them to refer to when carrying out renovations. This would include noting the smoke alarms are present and dust may set them off, as well as making it clear that all rubbish needs to be removed by the owner and cannot be placed in the chutes. Andrew will arrange for a check list to be written so it can be sent to owners.

[Andrew left the meeting]

Approval of Committee minutes

It was moved by Malcolm that the minutes of the last committee meeting be approved. Seconded by Norm.

Body Corporate Manager update

Carrie advised that an email had been received from APM advising that the Corporation needs to enter a Licence Agreement to gain access over a portion of Lot 10. It outlines that Lot 10 owns the Southwest boundary and provides access to the common property, specifically the storage area, communal toilet and fire stairs on the mezzanine level. APM advised that historically Care Park Properties has allowed for practical and safety-related access. APM now require the Community Corporation to enter into a formal Licence Agreement at a cost of \$30,000 ex GST per year. It was further stated that if the corporation declined to enter into this agreement access will be withdrawn and the corporation will then be held responsible for safety concerns. The email was responded to advising that this would be a safety risk in the case of a fire on the floor and enquired as to why the owner of Lot 10 has now changed their mind. No response has been received.

Presiding Officer

The Strata Manager confirmed that David Clair, the Presiding Officer has sold and as a result there was a casual vacancy for the Presiding Officer role.

It was confirmed that Andrew (Norm) McMullen was appointed as Presiding Officer via a vote outside of a committee meeting and is to fill the casual vacancy until the Annual General Meeting.

Presiding Officer update

Norm has sent a few updates to owners and the Committee. It was noted that there are a number of levies that are outstanding from several owners and it was agreed that the Strata Manager will now focus on following up the outstanding levies.

Norm advised that he is confident that we can reduce the levies however it is important that the current arrears are resolved before we reduce levies to ensure that Corporation still has a positive cash flow once the levies are reduced. The budget is currently being worked on but cannot be completed until the current financial year has ended.

The levies are about to be sent out to all owners for the July – September period. While it was agreed at the Annual General Meeting to change the levies from monthly to quarterly the committee are mindful that changing to quarterly payments will cause owners great financial distress given the high levies. It was agreed by all Committee members that the levies should continue on a monthly basis and this can be discussed again at the next Annual General Meeting.

Cleaning Contract

The cleaners have requested that the cleaning contract be resigned under the Corporation's name, the terms are the same as they have previously been. It was moved by Norm to sign the contract, seconded by John agreed by all

Legal invoices

It was moved by Norm to pay the Lynch Meyer invoices as attached to the committee meeting notice.

\$12,828.36 for Advice & Assistance in seeking books and records of the Corporation

\$12,386.00 for EGM assistance.

Norm would prefer all accounts from Lynch Meyer be paid this financial year. Seconded by Rob, all agreed.

Vote of thanks

Norm requested that a vote of thanks be noted for the work being carried out by Carrie and Andrew of Horner Management over the past 5 months. Seconded by John.

Closure of meeting

All members were thanked for their attendance and the meeting was declared closed at 12.40 pm

Community Corporation No. 21063 Inc

160 Rundle Mall, Adelaide

Minutes of the Committee Meeting held on 14th April 2025 at 2.00pm at the offices of Horner Management, 232 South Road, Mile End & via Teams

PROCEEDINGS

Committee Members present:

- David Clair – Presiding Officer
- Malcolm Driver – Secretary
- Norm McMullen – Treasurer
- Rob Badcock – Committee Member
- John Newell – Committee Member
- Laura Dodson – Committee Member

Guest:

- Carrie McInerney of Horner Management
- Andrew Edwards of Horner Management
- Alice Carter of Lynch Meyer

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

Building Report Update: Andrew provided an update on the building report, mentioning that Luke had sent out an email with a March building report update. Andrew added some information to the report and discussed the CCTV and FOB system.

FOB System: Andrew explained that the hub for the FOB system is inside lot 10. He is meeting someone on site to see if the current wiring can be used to move the hub to another location.

CCTV Update: Andrew mentioned that someone looked at the CCTV system last week. They are working on updates and improvements to the system.

Managers update – *At the court hearing on 22nd April a court order was received stating the Australian Property Management will grant access for Exxon and Access Datacom to Lot 10 for the purpose of removal of a Network Video Recorder by Exxon and a user management software system by Access Datacom as soon as possible but no later than 6 May.*

Emergency Management Plan: Andrew mentioned that he could not find an Emergency Management Plan and asked the committee members if they had one stored somewhere. The plan should include details on what to do in case of an emergency and who the wardens are.

Managers update – *An emergency plan was received by Australian Property Management, however the plan received was for only one level and did not meet the criteria required. Andrew is meeting with a company on the 30th April to seek a quote for an updated emergency management plan.*

Bin Room Cleaning: Andrew emphasized the need to clean the bin room as it is almost a health hazard. NJP Services provided a quote for the cleaning, and Andrew will send the quote to the committee.

Rubbish in Fire Exits: Andrew discussed the issue of residents leaving rubbish in the fire exits, which is a fire safety concern. The committee agreed to put up signs and possibly fining residents to address the problem. Carrie will also email all Property Managers at the complex and advise that they need to notify the tenants that they cannot place rubbish in the stairwells or hallways and that any items that do not fit down the chute needs to be placed in the mezzanine level to be disposed of.

It was agreed that this is a serious fire and health risk and needs to be stopped as soon as possible.

Plumbing and Maintenance: Andrew reported that plumbing leaks on level 7 had been fixed. He is arranging a quote to have the plasterwork repaired that was damage by the leaks. The contractor will also be asked to have a

look at other plasterwork that needs repairing as well. A contractor is also attending to Lot 704 to inspect the water that is leaking from level 8.

It was further mentioned that there are several minor plumbing issues in the laundries that require repairs and a quote for this is being arranged.

Air Handling System: Andrew reported that CK Air Power inspected the air handling system, stair pressurization, and fire dampers. They are working with the fire safety team to ensure everything is functioning correctly. Andrew will follow up with Trojan to obtain records of the last service for the air handling system and related components. Andrew explained the purpose of the stair pressurization fan and fire dampers, which are designed to maintain positive pressure in the fire stairs to prevent smoke from entering the stairwell.

Fire Maintenance: A quote for fire maintenance with several items has been received from Trojan and they have now put the works in priority order. The quotes date back to September 2024. The quotes will be sent to the Committee for approval for these items.

Lift: Andrew met with OTIS Lifts, and they believe that they can get Lift 2 operational again, to a degree. This may mean that we can put off replacing the lift for another couple of years.

A discussion was also held on using the digital display in the lifts for notices, the technician was not able to provide details on this, and Andrew will speak to the sales team about it.

Mailboxes: Andrew emphasised the need to replace the mailboxes and provided quotes for the new mailboxes. The committee discussed the options for installation. The committee discussed bolting the mailboxes to the floor instead of the wall to avoid damaging the walls and to allow for potential future relocation. Andrew is seeking a quote for this, and it was agreed that this is a high priority.

Managers Note: *After the meeting Horner Management were presented with a box full of mail that has not been able to be delivered to residents. Letters have been placed under doors at the complex for those who we have mail for and John has offered to hold onto the mail and have his details provided to the residents so they can arrange for collection.*

Mezzanine Level Cleanup: The committee discussed cleaning up the mezzanine level, which contains broken and unused furniture. It was mentioned that the furniture would belong to those in the rental pool group, however further investigation of the corporation's financials suggest that the corporation has been buying the furniture, tv's, microwaves and fridges etc. It was agreed that the broken furniture and old stained mattresses should be removed as a matter of priority as they are a fire hazard and this will allow the group to review what is left once these items are removed. Carrie will book in a hard rubbish collection and committee members will assist in taking the items down to the street. It was mentioned that the area that will be cleaned up in the common property area. In relation to Lot 10's storage area we will need to contact them about removing those items as they are a fire risk. It was further mentioned that if there is any excess furniture that is not being used, such as desks, which there are plenty of, owners could be asked if they would like to have them or they could be donated.

Lock out Service: John Newell has offered to provide the lock out service which he use to do. The residents will still need to contact Andrew for emergencies and if it is a lock out service, Andrew will pass the residents details onto John who can make contact with the resident. It was moved by Laura that John be provided with a Master Key to allow access to each apartment and the charge to each resident will be \$132.50 for attending to the lock out service, for which John will receive \$50 for his service. Seconded by Norm. All in favour. Agreed.

Andrew left the meeting at 2.45pm

Legal update: Alice provided an update on the legal proceedings and advised committee members that the next court hearing was being held on 22nd April. It was mentioned that the highest priority for the legal proceeding is gaining control of the fob system as at the moment there are unit owners who cannot get access to the building. We are still seeking information on financials and invoices that were paid on behalf of the Corporation. It was further mentioned that APM have provided more information about which units they are paying levies for and who is included in the pool. Carrie is working on reconciling the accounts from January and ensuring that the levies are being issued to APM and not owners so we do not have 2 parties paying the levies for one unit. Carrie will also work on reconciling the balance sheet against the funds received

Audit: It was mentioned that an audit for the financial year for 2023 / 2024 year was not completed and this needs to be undertaken to comply with the Community Titles Act, however the auditors will require the invoices to be able to complete the audit.

Financials: Carrie mentioned that she understands that everyone is looking to have the levies reduced and the committee are still working on a budget. Carrie mentioned that her concern is that the financials received show that the expenses are very close to the amount of funds received from all levies, however this is due higher management fees, including staffing costs, as well as expenses for internal repairs, such as bathroom taps, vanity units etc, which are all considered to be owners responsibilities and should have either been paid by the owner of the rental pool account,

not from the Corporation's account. All these payments are shown on the detailed expense report which have been received from Australian Property Management.

Alice left the meeting at 3.55pm.

Contractor Payments: The committee discussed the approval process for contractor payments, agreeing that Andrew should verify the work and approve the payments as this is part of Andrew's role.

Primary Corporation update: Rob mentioned that he attended the Primary Meeting recently and mentioned that the primary manager advised that he is of the belief that the secondary are paying expenses that should be paid for by the primary. Carrie mentioned that the manager of the primary has already mentioned this and a meeting will be held in the future between Carrie and the primary manager.

Hot Water agreement: Carrie mentioned that she had issued the committee with the Origin Hot Water agreement and had no questions on the contract. It was mentioned that as the contract appeared reasonable in nature and that there was no fee for this the committee should sign the agreement.

It was moved by Laura that Carrie sign the agreement, seconded by John. Agreed by all.

Laundry Income: Norm raised concerns about the income from the laundry machines, estimating that the corporation should be receiving around \$20,000 a year. The committee needs to investigate who is collecting the money and where it is going.

Owners portal: Carrie has invited all committee members to the online portal and will arrange to invite all owners to this in due course.

Closure of meeting

All members were thanked for their attendance and the meeting was declared closed at 4.15pm.

Community Corporation No. 21063 Inc

160 Rundle Mall, Adelaide

Minutes of the Committee Meeting held on 12th March 2025 at 10.30am at the offices of Horner Management, 232 South Road, Mile End & via Teams

PROCEEDINGS

Committee Members present:

David Clair – Presiding Officer
Malcolm Driver – Secretary
Norm McMullen – Treasurer
Rob Badcock – Committee Member
John Newell – Committee Member
Laura Dodson – Committee Member

Guest:

Carrie McInerney of Horner Management
Andrew Edwards of Horner Management
Alice Carter of Lynch Meyer

Quorum:

Those present were advised that a quorum was present by attendance. The meeting was declared open.

Facilities Management Update:

Andrew provided an update on facilities management, including safety compliance, electrical and plumbing work, and coordination with contractors.

Safety Compliance Andrew emphasised the importance of safety compliance in the building. He mentioned that he has been ensuring that all electrical and plumbing work is compliant with safety standards. He has been coordinating with contractors to obtain Certificates of Compliance (COC) for electrical and plumbing work that has been undertaken in the past 12 months.

Contractor Coordination Andrew has been actively coordinating with various contractors to ensure the building's safety and functionality. He mentioned reaching out to Trojan for fire services, Butterfields for stair pressurization fans, and Access Datacom for CCTV and fob access. He is also following up with Otis and LML lift consultants regarding the lift services.

Hot Water Services Andrew reported ongoing issues with the hot water services in the building. One of the hot water units is not working and is under warranty, while the other is old and may need replacement. Origin have advised that this will be replaced in the new contract period, which is currently before the Committee. He mentioned that it is possible the water pressure in the building is very low, and this would be due to the pump not working, so this is being investigated.

Plumbing Andrew has a contractor attending the property this week to locate the leak on level 7 that has caused damage to the carpet and has been leaking for a long time.

Building Safety A quote from Solutions in Engineering has been received for a professional safety report of the complex. This will include an onsite inspection, highlighting hazards, photographs, advice on control measures and a property profile sheet to send with work orders to identify equipment and safety at a cost of \$2,168.00. It was agreed by all Committee members to approve the quote for the safety report. Andrew will give Solutions Engineering the go ahead.

Mail Delivery and Distribution The Committee discussed the mail delivery situation, with suggestions to install a lockable box at the entrance for Australia Post deliveries. They also considered the need for a roster to distribute mail and inform tenants about mail collection. There was a discussion about installing individual letterboxes in the foyer, however at a cost of over \$16,000 it was decided to investigate the option of one delivery box.

Rubbish and Cleanliness Issues: The committee discussed the issue of hard rubbish and disused furniture in common areas, with Andrew and Alice recommending a cleanup and hard rubbish removal. The current storeroom is being used for old furniture, broken furniture and is accumulating general rubbish, as is the basement area. This is a fire hazard and there is also a safety risk with the broken furniture in the common areas that should be removed. The committee agreed on the importance of maintaining cleanliness and safety in the building. Carrie has registered with Adelaide City Council to enable hard rubbish collections and is waiting for confirmation on how many collections the corporation would be entitled to.

Andrew requested authorisation from the committee to proceed with the cleanup and hard rubbish removal. The committee mentioned that they believed that the areas had been cleaned up in the past, possibly every few years, so this is due to be carried out again.

Andrew left the meeting at 11am.

Lift update

Andrew mentioned earlier that he is making contact with OTIS and LML lift contractors to gather copies of the contract and reports, as well as details on the lift that is not operational. Andrew will contact the committee once this information has been received.

Water tanks & Origin contract

Andrew also mentioned that there is a water tank that needs replacement and this would usually fall under the contract with origin, but as this is due for renewal this has not been done. Carrie advised that she has issued the contract to the committee however a decision has not been made. It was agreed that Carrie would reissue the contract so the committee can review and prepare questions and Carrie will arrange for Craig from origin to attend a meeting with the committee so a decision can be made.

Outgoings

Electricity Meter Readings and Billing Carrie advised that previously APM were reading the electricity meters and then charging each unit, and while this can now be carried out by Horner Management, we do not have the past meter readings for each unit. It was agreed that a meter reading would take place soon and again at the end of the month and residents will be charged for the 2 week period. Once the meter readings from APM have been received the usage for January and February can then be charged to residents.

SA Water and Council Rates Carrie advised that she can confirm now that all units are having their water rates and council rates paid for by the corporation. There are a few units who have had no payments made for the July and October period and Carrie will contact them. Carrie will now contact SA Water and the council to request that all accounts be forwarded to Horner Management for payment.

When a general meeting with owners is held, the corporation can discuss if these accounts should be paid by owners moving forward as it is not normal practice for corporations to pay these invoices on behalf of owners.

Levies and Arrears

The Committee discussed the issue of levies and outstanding arrears, with particular attention to individual owners' unpaid contributions. While some owners have commenced payments against the new levy notices, others have advised that APM confirmed payments were made to Horner Management on their behalf. However, only five payments have been received from units managed by APM.

It was agreed that letters would be issued to all owners listed on the aged arrears report, requesting they contact Horner Management to discuss and arrange payment of any outstanding amounts.

Carrie also advised that the previous owner of Unit 706 had accrued significant arrears prior to the sale of the unit. It is believed that funds are currently being held in trust by the conveyancer. In accordance with the Community Titles Act, any outstanding amounts must be paid, and if unpaid, the debt remains attached to the lot, not the former owner. Carrie will make initial contact with both the previous owner and the conveyancer.

Norm raised concerns regarding the revenue report, noting that not all units appeared to be listed and querying the allocation of certain payments. Carrie explained that regular deposits had been received from Lot OP, believed to represent payments made by APM on behalf of the rental units they manage. APM is being contacted to confirm which units were included in each payment.

Carrie further noted that several owners have stated APM is paying strata levies on their behalf, yet only five payments have been received. While invoices will continue to be sent to APM to facilitate payment for the properties they manage, if payments are not made, it remains the responsibility of individual lot owners to follow up with APM directly to ensure their levies are paid in full.

Strata Loan direct debit

Carrie acknowledged the Committee's concerns regarding the origin of the strata loan, noting that while the process may have been frustrating for some owners, the funds have been spent on necessary works. As such, the loan must now be repaid. Should any owners wish to challenge the expenditure or seek further clarification, there may be avenues available to them in the future.

The Committee discussed the loan repayment arrangements and resolved to authorise Laura to sign the direct debit form on behalf of the Committee. Carrie was authorised to co-sign as the Body Corporate Manager.

There was some uncertainty among Committee members regarding the total loan amount. While a loan of \$600,000 was approved, the total drawdown was \$597,517.91, distributed over seven instalments.

The statement will be attached to the Committee Minutes.

Financial Statements

In accordance with the court order, APM has provided financial statements for the most recent financial year.

However, several items within the statements have raised questions, particularly charges relating to pool administration fees, software, advertising and promotion, and staffing costs. It is the Committee's view that some of these expenses may relate specifically to investor-owned units within the rental pool and should not be borne by the broader Corporation. This will require further investigation.

Additionally, a number of items listed in the detailed expense report are marked as "on hold" and have not yet been paid. At this stage, it remains unclear whether corresponding invoices will be issued or whether further details will be provided to clarify the nature of these charges.

Office Lease and Access:

Alice advised that among the invoices received from APM, there were also charges relating to office rent. She noted that it is far from ideal that the office is currently inaccessible. An invoice has been received from Carepark, the owner of Lot 10, seeking approximately \$120,000 in rent from the Corporation for the period 2021 to 2024, in addition to claims for underpaid rent dating back to 2016–2021. The Committee expressed strong opposition to paying this rent. Alice raised questions regarding whether the Corporation has paid rent since 2015, and if so, under what agreement and terms. If no rent was being paid, clarification is needed on what arrangement permitted the Corporation's use of the office. Further concerns were raised regarding Corporation property still held in the locked office, including access to the computer system that controls the CCTV and fob access.

Tenant Occupancy

It was noted that there is currently no central record of tenant occupancy, making it unclear which units are tenanted and which are vacant. To address this, Carrie and Andrew will distribute notes to all units requesting occupants to provide their tenancy details.

Leases Between Owners and APM

The Committee is aware that APM have issued correspondence to some owners telling them that they are bound by lease agreements with APM, although some owners dispute the existence or validity of these agreements. APM has not accepted these disputes.

The Committee will continue to explore avenues for guidance and support that may assist owners in navigating communications with APM regarding their purported leases.

Voting by Email

The Committee ratified a previous decision made via email to appoint Horner Management as the interim Facilities Manager. Further quotations for a long-term facilities management contract are currently being sourced. In the meantime, Horner Management will continue in the role until further notice.

It was also agreed that the Committee will utilise email voting between meetings to facilitate timely decision-making.

Outstanding invoices

Carrie reported that a number of unpaid invoices from APM, dating back to December, have now been received, totalling \$40,102.80. These invoices relate to plumbing services, the Otis lift contract, Telstra, Solo Waste, and Origin. The Committee approved payment of these invoices but expressed concern regarding the plumbing invoice. This invoice included two callouts to investigate a leak which was later determined to be caused by a hot water service that had already been isolated. While the Committee acknowledged that the work was completed, members felt the charges were excessive. As there had been no prior approval or communication with the Committee at the time, it was agreed that APM should be formally notified of these concerns.

Finances

Two payments were received from APM as part of the fund transfer process, totalling \$167,819.62 and \$201,299.92 respectively. However, in the absence of a balance sheet, it is currently unclear how these funds are to be allocated between the Administration Fund and the Sinking Fund.

Carpet Cleaning

A quote was received for professional carpet cleaning. Given the extent of water damage throughout the complex and the overall deteriorated condition of the carpets, the Committee agreed that cleaning would offer little benefit at this stage. It was noted that full carpet replacement will likely be necessary in the near future.

Future Committee agendas

Committee members were asked to submit any agenda items to Carrie in advance, so that a formal agenda can be prepared and distributed at least three days prior to each meeting.

Carrie also noted that Horner Management is currently receiving a high volume of correspondence and, as a result, some delays in email responses may occur.

Next meeting

The next Committee meeting will be held in April at a date to be determined.

Closure of meeting

All members were thanked for their attendance and the meeting was declared closed at 12.40pm.

Action List:

- Mail Distribution: Investigate the possibility of installing a lockable mailbox at the entrance for secure mail delivery and distribution. (Rob)
- Mail Distribution: Develop a roster system for distributing mail and inform tenants about the new mail collection process. (Rob)
- Safety Report: Approve the quote from Solutions Engineering for a professional safety report to identify hazards and assist with scheduling repairs and maintenance. (Andrew)
- Rubbish Removal: Coordinate with the council to arrange hard rubbish pickups and clarify the number of pickups allowed. (Carrie)
- Rubbish Removal: Clean out common areas and dispose of unnecessary items, including old furniture and rubbish. (Committee)
- Hot Water system: Send Origin contract to all committee members and arrange a meeting with origin (Carrie)
- Lockout Service: Confirm and communicate the lockout service contact details to be displayed in the lift and on the front door for residents who lose their fobs. (Andrew)
- Lift Maintenance: Obtain and review the details of the lift maintenance contract with Otis and Lml to determine the current status and necessary actions. (Andrew)

- **Arrears:** contact all owners with outstanding arrears (including previous owner of Unit 706) to discuss payment of outstanding amounts. (Carrie)
- **Financial Records:** Send a reminder to APM to provide the necessary financial records, including meter readings and invoices, to facilitate accurate billing and reconciliation. (Alice)
- **Financial Records:** Advise all contractors to send future invoices to Horner Management, contact SA Water and Council to request all rates notices be sent to Horner Management. (Carrie)

Community Corporation No. 21063 Inc

160 Rundle Mall, Adelaide

Minutes of the Committee Meeting held on 4th February 2025 at 10.00am at the offices of Horner Management, 232 South Road, Mile End & via Teams

PROCEEDINGS

- Committee Members present:** David Clair – Presiding Officer
Malcolm Driver – Secretary (via teams)
Norm McMullen – Treasurer (via teams)
Rob Badcock – Committee Member
John Newell – Committee Member
Angela Harrington – Committee Member
Laura Dodson – Committee Member
- Guest:** Carrie McInerney of Horner Management
Alice Carter of Lynch Meyer (via teams)
- Quorum:** Those present were advised that a quorum was present by attendance.
The meeting was declared open.

Introduction and Welcome

Carrie welcomed all Committee members to the meeting and advised that Alice Carter was also on present online to provide a legal update.

Legal Update

Alice reported that Horner Management has not yet received the corporation's books and records, despite being formally appointed at the General Meeting. APM continues to dispute the appointment, leaving the transition at a standstill. No legal challenge or proper legal basis has been set out for the Committee's consideration as to why Horner Management would not appointed and on that basis, it is important that progress continue in relation to the management of the premises.

An application has been lodged with the Magistrates Court to compel the delivery of the books and records under Sections 141(1)(a), 142(1)(a), 78D(6)(a), 78D(6)(b), 136, and 137 of the *Community Titles Act 1996 (SA)*, as well as Sections 14A(1) and 14A(2) of the *Community Titles Regulations 2011 (SA)*. Macquarie Bank Limited have been named as an interested party as the Corporation also seeks access to its funds. As previously agreed at the last Committee meeting, the Corporation's bank account remains frozen.

The Committee expressed concerns regarding APM's management since December, particularly after Diana's departure. Members believe essential services have not been maintained, including cleaning and mail distribution. There is also speculation that these disruptions are an attempt to sway owners in favour of the previous management structure.

Manager's Note: Shortly after the conclusion of the meeting, Lynch Meyer received notice that the application has been listed for 5 March 2025.

Legal advice on this matter has been obtained by the Corporation and will be circulated with the Committee minutes.

Alice suggested that the Committee provide clear guidance to owners, including a list of relevant documents to review and steps to help them understand their rights. A key concern among owners is the withholding of rental income unless a proxy is signed for APM. Many owners have contacted Horner Management seeking clarity on when rental distributions will resume. APM have failed to address this issue at all.

Additionally, discussions with owners have revealed widespread confusion regarding the distinct roles of the Body Corporate Manager, Property Manager, and Facilities Manager. This lack of clarity is attributed to the absence of clear role definitions under the previous management structure. Carrie proposed creating a flowchart or diagram to illustrate these responsibilities for owners.

It was noted that APM continues to solicit proxy appointments from owners. Owners should be aware that when APM refers to "a proxy" or "a power of attorney", they are effectively referring to the same thing which grants APM the authority to vote and make decisions on an owners behalf. It is crucial that owners fully understand their rights and individual circumstances before signing documents like this.

The Committee enquired whether they could select their own Property Manager. Alice advised that owners who do not have a signed tenancy agreement, are likely in a position to appoint a manager of their choosing. However, those who have signed agreements must formally terminate them. Under the REISA agreements, termination is not permitted within the initial 12-month period, and a 60-day notice is required thereafter. Potential breaches of these agreements may provide grounds for termination, but owners should seek independent legal advice to assess their specific situations.

While frustrations with APM's past actions are understandable, Alice emphasised that the primary focus should be on obtaining the books and records, addressing necessary repairs, and restoring proper operation to the building.

Many owners have requested documents or information regarding their circumstances but have not received responses. APM's conduct in dealing with owner enquiries is disappointing.

Office Closure and Facilities Management Agreement

The Committee discussed the closure of the office (Lot 10). Owners were reminded that this office is owned by a related entity of APM and was previously operated by APM. The terms of the arrangements between the Corporation and the related entity are not clear, but at the 2024 Annual General Meeting, APM attempted to pass a motion regarding the future operation of the office, which was included in the Facilities Management Agreement. That proposal was not accepted. Despite this, APM has continued providing these services as if there is a clear agreement to do that.

As facilities management is separate from Body Corporate Management, APM should continue performing the associated duties if they are still charging for the service. These duties include staffing the office, overseeing cleaning, inspecting common property, and ensuring mail distribution.

Despite repeated requests, APM has not complied with demands for records, leaving the Committee no choice but to engage Lynch Meyer Lawyers to prepare a legal application. APM has stated that discussions

regarding the maintenance of the facilities are ongoing, but neither the Committee nor Alice has received any related correspondence.

Office Access and Lease Agreement

The discussion then turned to whether the corporation has the right to access the office. APM asserts that there is a lease agreement between the corporation and Lot 10. The corporation's 2023 financial statements indicate rent payments, suggesting that the office is being leased.

If the corporation does not acknowledge the lease, it cannot access the office. However, if the lease is confirmed, the corporation has the right to enter and use the space. At this stage, the corporation does not recognise the lease as having been legally executed.

Alice left the meeting at 11:00 AM.

Carrie noted that the Committee has a full agenda, with several critical matters requiring attention. She suggested prioritising urgent issues and proposed that the Committee hold an informal discussion on other topics before formally adopting resolutions at the next meeting.

Mail Delivery Issues

The Committee discussed ongoing problems with mail delivery. Despite APM's claim that mail had been redirected to the post office at Rundle Mall, an owner reported that post office staff were unaware of this arrangement, and mail was still being delivered to the mezzanine level.

Rob suggested that he and other on-site Committee members could assist in distributing mail to residents. He is also exploring options to install a mailbox downstairs, though mail distribution would still be necessary.

It was agreed that APM would be contacted to confirm whether any mail remains in the now-closed office and ensure it is distributed. Additionally, the Committee will seek clarification on the redirection plan, as legally, one company cannot redirect residents' mail without consent. Rob will reach out to the postal service for further clarification.

Cleaning and Maintenance

Concerns were raised regarding the apparent absence of cleaning and issues with the blocked rubbish chute. It was suggested that signs need to be installed in the laundry regarding oversized rubbish.

Committee members advised that the cleaners have not been seen since mid-January. Angela mentioned she had an email from Diana containing the cleaner's contact details and will forward it to Carrie for follow-up.

Rubbish Chute Blockages

The rubbish chute has been consistently blocked over weekends due to improper disposal of large items. Rob and David have been clearing these blockages. Carrie will provide Rob with notices to place near the chutes, reminding residents not to dispose of large items.

Level 3 Carpet Damage

Water stains were reported on Level 3, suspected to be caused by a leak in Unit 309's bathroom. Carrie will contact the unit owner to request they arrange for inspection for potential leaks and to carry out necessary repairs.

Hot Water System

Norm enquired about the status of the hot water system replacement with Origin. Carrie advised that she has been in discussions with Origin and is awaiting documentation. The manager at Origin has also expressed willingness to meet with the Committee to explain the system setup.

Master Key

Carrie confirmed that the building's master key has been received. However, it was noted that this is the 23rd Grand Master key issued for the property. It was noted that we need to ensure that all previously issued keys are retrieved from APM when the books and records are handed over.

Financial Management

Following the last Committee meeting, Macquarie Bank was contacted to restrict withdrawals from the Corporation's bank account. Deposits are still permitted, but all payments require Committee approval and this process is occurring via Carrie.

Carrie clarified that the Corporation has only one bank account. While an investment account previously existed, it was closed in April 2024. She explained that community corporations commonly maintain a single account, with software used to allocate funds between the administration and sinking funds. The Committee enquired about a rental trust account, but as it is not held in the Corporation's name, they cannot block it. The Committee also questioned whether APM could have opened another account at a different financial institution. While this is possible, it would require APM to present documentation confirming their status as the appointed Body Corporate Manager.

Levy Issuance and Payment Schedule

Norm asked about the reasoning behind increasing levies for unit owners. Carrie clarified that "raising levies" refers to issuing invoices, not increasing fees.

Levies have historically been issued monthly and in arrears, with December levies sent on 15th January and due by 31st January. However, at the last AGM, it was agreed that levies would transition to a quarterly schedule. To prevent financial strain on owners, a stepped approach to levy issuance was outlined:

- **January levies:** Issued mid-February, due 7th March
- **February levies:** Issued end of February, due 15th March
- **March levies:** Issued mid-March, due 31st March
- **April levies:** Issued end of March, due 15th April
- **May levies:** Issued mid-April, due 10th May
- **June levies:** Issued early May, due 1st June
- **July–September levies:** Issued in June, due 1st July
- **October–December levies:** Issued in September, due 1st October

The Committee acknowledged that this transition may surprise some owners, as levies were previously issued two months after the start of the levy period. Additionally, the levies currently include council rates and SA Water charges—an uncommon practice. Without access to bank records, the Committee cannot confirm that these bills have been paid for all owners. Once the books and records are obtained, the Committee will review the accounts and hold a General Meeting to determine whether council rates and SA Water should revert to individual owner payments, with a corresponding reduction in levies.

Carrie provided an overview of the current levy structure, which will remain unchanged until a General Meeting is held. It is important to note that these levies have been calculated based on unit entitlement using the few invoices that has been provided to Carrie:

- **Administration Fund:** \$849,811.80 (inc. GST)
- **Sinking Fund:** \$235,197.18 (inc. GST)

Ownership of Books and Records

The Committee sought clarification on ownership of corporate records moving forward. Carrie confirmed that under the Community Titles Act, all corporate records belong to the Corporation, not Horner Management. If management ceases, all records will be transferred to the owners. However, proprietary software used for record-keeping cannot be transferred, though all relevant data will be provided.

Facilities Management Proposal

The Committee enquired whether Horner Management had submitted a proposal to handle facilities management for the Corporation. Carrie confirmed that she and General Manager Luke conducted a site inspection and are now in a position to present a quote.

She noted that a full-time facility manager is likely unnecessary, though additional hours may be required initially. A proposal detailing the recommended service hours and cost will be provided to the Committee in the coming days.

Outstanding Arrears

Concerns were raised regarding outstanding levies, with some units significantly in arrears. Carrie emphasised that arrears remain due and payable regardless of any management changes. However, the full extent of arrears will not be known until the books and records are received. Owners should be aware that they are still responsible for any outstanding levies.

Other agenda items

- Official email addresses for Committee members and office bearers
- Uni house rebranding e.g. 160RM or Rundle Mall Apartments or other?
- Signage and signage rights?
- Laundry rights and revenue
- Cleaning contractor review
- Subcontractor review
- Revamping of bylaws – This would include any owners who wanted to be involved
- Policy and procedure manual
- Repairs and maintenance policy
- Plant room storage – possible fire risk
- Cleaning of level 8 - old furniture, broken tables and couch

It was agreed that Committee members would meet informally to discuss the above items before presenting them at the next Committee meeting.

CLOSURE OF MEETING

All members were thanked for their attendance and the meeting was declared closed at 12.10pm. It was agreed that the next meeting would be held after the Court date, as many items discussed could not be answered without the books and records.

Community Corporation No. 21063 Inc

160 Rundle Mall, Adelaide

Minutes of the Committee Meeting held on 7th January 2025 at 10.00am at the offices of Horner Management, 232 South Road, Mile End & via Teams

PROCEEDINGS

- Committee Members present:** David Clair – Presiding Officer
Malcolm Driver – Secretary
Norm McMullen – Treasurer
Rob Badcock – Committee Member
John Newell – Committee Member
Angela Harrington – Committee Member
Laura Dodson – Committee Member
- Guest:** Carrie McInerney of Horner Management
Luke Scicluna of Horner Management
Alice Carter of Lynch Meyer
- Quorum:** Those present were advised that a quorum was present by attendance.
The meeting was declared open.

Introduction and Welcome: David welcomed everyone to the first management committee meeting including Alice from Lynch Meyer and Carrie and Luke from Horner Management.

As there has not been a previous Committee Meeting, there were no previous minutes to approve.

Appointment of Body Corporate Management: Horner Management were appointed at the EGM held on 13th December 2024. It was agreed that Carrie would contact APM to request a transfer of all books and records, as well as funds, of the Corporation be provided in accordance with the Community Titles Act.

It is unclear if APM will proactively cooperate within the prescribed period required by the legislation, however the Secretary does hold an Owner List with updated information which will enable Horner Management, in the interim period, to communicate with unit owners. There is a concern that without the levy positions of unit owners, Horner Management cannot raise the regular levies without putting the current "paid to" date for each unit.

If the records are not received within 10 business days, Horner Management will make an application to the Magistrates Court.

Several members of the Committee raised concerns over the investors who have not been receiving rental distributions from APM. Carrie and Alice advised the Committee that Property Management is separate from the Body Corporate Management, however we also need to be mindful that APM's decision to withhold rental payments is affecting a number of unit owners and we need to look after the interests of all owners.

Carrie will also advise APM that by virtue of Horner Management's appointment as Body Corporate Management by the Corporation, any authority APM considered they held was now revoked by the Corporation and any invoices that require payment needs to be sent to Horner Management for approval and payment by the Committee. APM will also be asked to outline the roles they are carrying out under the facilities management, including the scope of work and invoicing periods. This will also allow the Committee to review the invoices to ensure the Corporation is only paying accounts that relate to matters relating to the Corporation and not Property Management.

It was further agreed that Carrie will contact all owners to confirm that Horner Management have been appointed as BCM and will be sending out minutes from the Committee minutes to keep owners updated and informed.

Maintenance items:

Roof Leak: Norm advised that there are several roof leaks at the building and they are causing damage to units and suggested that this needs to be attended to as a priority. Malcolm advised that quotes for membrane repairs had been presented in the past, one for approximately \$25,000 and the other for approximately \$45,000 however the Committee are not clear on whether the areas proposed to be repaired are in fact the problem areas..

Carrie recommended engaging Adelaide Leak Locators to investigate the origin of the water leaks, as opposed to simply patching the apparent leaking areas. It was further mentioned that there is a water pipe above level 7 ceiling that has been leaking, and that will require a plumber to repair. This issue does not need to be addressed in the leak locating report.

Rob advised that he has a good understanding of the water leak issues and will advise Carrie in writing of the issues, and then Carrie will arrange for the contractor to contact Rob and David for access.

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The Committee hold serious concerns with the damage that is being caused to the building due to a lack of maintenance. The Committee are mindful of the need to ensure that funds are being used to upgrade facilities (where necessary), rather than simply maintaining facilities which really need major works or replacement (which will require additional expense within a short period of time).

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It was clear during the discussions that the Facilities Management, Property Management and Body Corporate Management is intertwined in several areas and there were questions raised about who has been paying for these services and if they have been charged correctly.

Budget and Financial Concerns:

Strata Loan: The Committee discussed the Corporation's loan agreement with Strata Loan, which was originally for 4 years, but this was extended, and the Committee are unsure what the terms of the agreement are or what principal & interest payments have been made. The Committee also raised their concerns about the way in which the loan was entered into and how APM had passed a unanimous resolution, with only a very small number of unit owners present, on the basis of purported powers of attorney held on behalf of an unknown number of owners. Once details of the loan and the statements are received, the documents will be reviewed so that the Committee can understand the financial impact that this arrangement is having on the Corporation and if the Corporation needs to refinance.

The Committee noted that the motion regarding auditing the accounts was passed at the Annual General Meeting in 2024 and these motions related to the financials for 1 July 2023 – 30 June 2024 and 1 July 2024 – 30 June 2025, and questioned if the instructions to the auditor have been sent, and if so what was the scope for the auditors. APM will be contacted regarding this, so the Committee can investigate.

Sinking Fund: Malcolm advised that there was a Sinking Fund budget, however the budget was not approved. It was agreed that the current contributions must remain as they are at the moment, and it would not be advisable to amend any contributions until all the financial and accounts have been received and can be reviewed. The Committee acknowledges that the monthly levies are high.

Primary/Secondary boundaries: Carrie enquired if the roof would be considered the responsibility of the Primary Corporation, rather than the Secondary Corporation. After reviewing the plans, it suggests that the roof is the responsibility of the Secondary Corporation, however Carrie will contact Whittles for copies of the plans, minutes and Bylaws of the Primary Corporation to ensure that the correct corporations are paying for the correct areas. Questions were also raised about the boundaries of each Corporation on each level as well as Lot 10, namely the storeroom.

Bylaws: It was mentioned that the bylaws were prepared and lodged in October 2001 and do not reflect the modern and current needs of the Corporation that is expected. Any Bylaw amendments need to be provided to all unit owners and voted on at a general meeting, by special resolution. This will be a project to be undertaken in due course and it was suggested that a sub committee be formed, including representation from investors and owners.

Malcolm mentioned that he was unsure if the scheme description locked the units into student accommodation, despite it being the intention. Carrie mentioned that she could contact the council to see if the development was approved on the basis that the building would be for student accommodation only.

2024 AGM Minutes: The Committee commented that a motion was passed by unit owners at the 2024 AGM to approve the minutes of the 2023 AGM, yet many of those who voted in favour were not present at the 2023 AGM.

It was also noted that motion 15 for an expenditure of \$512,699 could not have been carried as it was incorrectly passed as a special resolution when in fact a unanimous resolution was required pursuant to section 119 of the Community Titles Act 1996 and regulation 21(c) of the Community Title Regulations 2011 and this was discussed during the AGM. The Committee will further consider the implications of this motion at its next meeting.

Legal Advice and Engagement: The Committee discussed engaging Lynch Meyer to assist the Corporation moving forward with legal assistance, as required.

The Committee discussed that it was very important that all owners are kept updated on the legal process so they are aware of the process along the way. It was also noted that it will be Horner Management who will be seeking the books and records and take the initial legal steps if this is required. If APM do not provide the books and records and / or legal letters are received from APM, the Committee will be consulted about engaging Lynch Meyer.

Motion: It was moved by Norm to appoint Lynch Meyer to act for the Corporation in relation to any legal advice that might be required moving forward with a cap of \$20,000. Seconded by Rob. **Unanimously agreed.**

Alice advised that extensive work was undertaken to convene and host the EGM, which involved several meetings with the Office bearers, communicating with unit owners, including posting documents due to lack of emails and providing the room, technology and staff to manage the meeting, as well as responding to legal letters received from APM legal representatives.

Norm advised that without the assistance of Lynch Meyer, the Corporation would still be without a Body Corporate Manager and that the work done has assisted the Corporation in moving forward.

Motion: It was moved by Norm that on review of a draft bill from Lynch Meyer, the Corporation will pay for work related to convening and hosting the EGM held on 13/12/2024. Seconded by John. **Unanimously agreed.**

David also requested that his appreciation to Lynch Meyer, including Alice, Georgia and Bianca be recorded in the minutes. These comments were supported by the Committee.

Review of Lease and Deeds: The Committee discussed the position regarding the "leases" that are referred to by APM as the agreement between it and each individual unit owner. The Committee queried how these "leases" apply between APM and the Corporation when there is no signed contract between those parties for any services. On that basis, it is inferred that APM are somehow relying on those "leases" to draw funds from the Corporation's administrative fund and that is unclear.

Motion: It was moved by Laura that Lynch Meyer be engaged to review and provide advice to the Corporation regarding the Memorandum of Lease dated May 2001 and the subsequent assignment of deeds and covenant upon transfer of ownership. Seconded by Malcolm. **Unanimously agreed.**

Update to unit owners: The Committee will prepare an update to all unit owners regarding various issues. Carrie will issue this to all unit owners using the list of owners held by the Committee.

Next meeting: The next Committee meeting will be held on Tuesday 4th February 2025 at 10.00am, at Horner Management. It is anticipated that Committee Meetings will be held every month moving forward.

CLOSURE OF MEETING

All members were thanked for their attendance and the meeting was declared closed at 12.40pm.

Community Corporation No. 21063 Inc 160 Rundle Mall, Adelaide

Minutes of the Committee Meeting held on 7th January 2025 at 10.00am at the offices of Horner Management, 232 South Road, Mile End & via Teams

PROCEEDINGS

Committee	David Clair – Presiding Officer
Members present:	Malcolm Driver – Secretary
	Norm McMullen – Treasurer
	Rob Badcock – Committee Member
	John Newell – Committee Member
	Angela Harrington – Committee Member
	Laura Dodson – Committee Member
Guest:	Carrie McInerney of Horner Management Luke Scicluna of Homer Management Alice Carter of Lynch Meyer
Quorum:	Those present were advised that a quorum was present by attendance. The meeting was declared open.

Introduction and Welcome: David welcomed everyone to the first management committee meeting including Alice from Lynch Meyer and Carrie and Luke from Horner Management.

As there has not been a previous Committee Meeting, there were no previous minutes to approve.

Appointment of Body Corporate Management: Horner Management were appointed at the EGM held on 13th December 2024. It was agreed that Carrie would contact APM to request a transfer of all books and records, as well as funds, of the Corporation be provided in accordance with the Community Titles Act.

It is unclear if APM will proactively cooperate within the prescribed period required by the legislation, however the Secretary does hold an Owner List with updated information which will enable Horner Management, in the interim period, to communicate with unit owners. There is a concern that without the levy positions of unit owners, Horner Management cannot raise the regular levies without putting the current "paid to" date for each unit.

If the records are not received within 10 business days, Horner Management will make an application to the Magistrates Court.

Several members of the Committee raised concerns over the investor owners who have not been receiving rental distributions from APM. Carrie and Alice advised the Committee that Property Management is separate from the Body Corporate Management, however we also need to be mindful that APM's decision to withhold rental distributions is affecting a number of unit owners and we need to look after the interests of all owners.

Carrie will also advise APM that by virtue of Horner Management's appointment as Body Corporate Management by the Corporation, any authority APM considered they held was now revoked by the Corporation and any invoices that require payment need to be sent to Horner Management for approval and payment by the Corporation. APM will also be asked to outline the roles they are carrying out under the facilities management, including the scope of work and invoicing periods. This will also allow the Committee to review the invoices to ensure the Corporation is only paying accounts that relate to matters relating to the Corporation and not Property Management.

It was further agreed that Carrie will contact all owners to confirm that Horner Management have been appointed as BCM and will be sending out minutes from the Committee meeting to keep owners updated and informed.

Maintenance items:

Roof Leak: Norm advised that there are several roof leaks at the building and they are causing damage to units and suggested that this needs to be attended to as a priority. Malcolm advised that quotes for membrane repairs had been presented in the past, one for approximately \$25,000 and the other for approximately \$45,000 however the Committee are not clear on whether the areas proposed to be repaired are in fact the problem areas..

Carrie recommended engaging Adelaide Leak Locators to investigate the origin of the water leaks, as opposed to simply patching the apparent leaking areas. It was further mentioned that there is a water pipe above level 7 ceiling that has been leaking, and that will require a plumber to repair. This issue does not need to be addressed in the leak locating report.

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Closure of meeting

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Level 1, 510, North, 50 St, Adelaide, SA 5001
 Phone: 08 8334 4444
 Fax: 08 8334 4219
 Email: info@apm.com.au
 Website: www.apm.com.au

Annual General Meeting Meetings

CP 21063 – UNIHOUSE APARTMENTS
 MEETING HELD ON FRIDAY 25TH AUGUST 2023 AT 2:00 PM
 MEETING HELD
 LEVEL 8 COMMON ROOM, 160 RUNDLE MALL, ADELAIDE

Present:	Care Park Properties Pty Ltd of John Newell of Dongyeong Park of Aleksandra Koroveshi of Angela Sharon Harrington of Alison Kathleen Cheetham of Nathan Daniel Johnson of David Clair of Care Park Properties of Robert John Badcock of Witcam Pty Ltd of	Lot 10 Lot 102 Lot 203 Lot 305 Lot 314 Lot 401 Lot 402 Lot 514 Lot 701 Lot 705 Lot 714
In Attendance:	Tim Koru Paul Feltrin Trang Pham Diana Papini	Australian Property Management Australian Property Management Australian Property Management Australian Property Management
Apologies:	Paul Anthony Kirchner of Helen Katherine Kirchner of	Lot 213 Lot 313
Proxies:	Care Park Properties Pty Ltd of Lot 10 Care Park Properties Pty Ltd of Lot 701 Wittcam Pty Ltd of Lot 714	to Paul Feltrin to Paul Feltrin to Malcolm Driver
Power of Attorney:	As part our ongoing commitment to the good and effective management and operation of Unihouse and the student accommodation business, we are currently conducting a comprehensive review of the Memorandum of Leases and the structures behind same. While this process is underway, we want to assure you of our unwavering commitment to you and Unihouse. As such, in accordance with Section 8.2 of each Memorandum of Lease, we are looking to take measures to better secure the performance of our obligations. This involves the nomination of a power of attorney, enabling the Lessee, through its directors and agents only, to act as your representative in matters strictly related to Unihouse and the student accommodation business. It is important to note that this appointment is intended to merely facilitate necessary actions and decisions and is not aimed at raising special levies or increasing the sinking fund.	
Quorum:	Pursuant to Section 83 of the Community Titles Act 2006, the quorum for the transaction of business at a General Meeting is determined by dividing the number of persons entitled to attend and vote at the Meeting by two, disregarding any fraction and adding one. If a quorum is not present within half an hour of the time appointed for a General Meeting, the Members present must appoint another day for the meeting being at least seven days but not more than 14 days later and the time and place for the meeting and the meeting stands adjourned to that day at that time and place. If a quorum is not formed at the adjourned Meeting within half an hour, the persons present who are entitled to vote constitute a quorum. A quorum was present at the meeting.	

Agenda

1. Appointment of Chairperson

Members **resolved** to appoint Tim Koru as Chairperson for the Meeting.

2. Minutes of Previous Meeting

Members **resolved** adopt the previous meeting minutes held on 25th November 2022 as a true and accurate record of that Meeting subject to the rectification of the following typographical errors in relation to terminology pertaining to:

- Any reference made in relation to 'Owners Corporation Manager' should be 'Body Corporate Manager'
- Any reference made in relation to 'Community Plan' should be 'Community Corporation'
- Removal of notes (written in red texts) if the contents of the notes were not mentioned or discussed at the AGM.

3. Insurance

Members noted the current insurance details for the Community Corporation as attached to the Notice of Meeting. It was **resolved** that the Community Corporation will provide a service to members in providing building insurance.

Note: The Community Plan insurance policy specifically excludes contents within individual apartments such as carpets, curtains, blinds, light fittings, and electrical appliances not actually wired into the premises. These items should be insured by your Contents or Landlord Insurance policy.

4. Consideration of Reports

4.1 Body Corporate Manager's Report

The chairperson tabled the report at the meeting. It was **resolved** to adopt the report.

4.2 Building Managers Report

The chairperson incorporated this report with Item 4.1 above.

4.3 Complaints and Disputes Report

The chairperson advised the meeting that no formal complaints had been received and no disputes had arisen since the last Annual General Meeting.

4.4 Sinking Plan Report

In accordance with the Community Titles Act 1996 Chairperson informed members present that the Community Corporation has established a Sinking Fund to transact non-recurring capital improvement income and expenditure.

5. Consideration of Financials Matters for the Period:

5.1 1 July 2022 to 30 June 2023

Members present did **not resolve** to adopt the Balance Sheet and Income and Expenditure Statement, as attached, for the period 1 July 2022 to 30 June 2023 showing a deficit of \$287,320.59 exclusive GST represented as -\$557,053.06 exclusive GST in the Administrative Fund and \$269,732.47 in the Sinking Fund.

During the meeting, a general discussion took place concerning these financials being audited by a Melbourne Auditor. It was proposed that they undergo an audit by a South Australian Auditor who is well-versed in the rules and regulations governing accounting requirements for Community Titles within Adelaide.

It was **resolved** to gather quotations for the consideration and approval of the Interim Committee Members of an SA Auditor. Following the audit of the financials for the 2022/2023 period by a qualified SA auditor, the Balance Sheet and Income and Expenditure Statements will be tabled again at the next General Meeting (date yet to be determined), along with the complete Audit report for adoption by all members.

6. Proposed Business Plan for the period of 1 July 2023 to 30 June 2024

6.1 Administrative Fund

Members noted and **did not resolve** to adopt the attached Annual Business Plan for the Administration Fund of \$1,108,969.00 exclusive of for the period 1 July 2023 to 30 June 2024.

6.2 Sinking Fund

Members noted and **did not resolve** to approve the proposed sinking fund of \$213,818.00 exclusive of GST for the period 1 July 2022 to 30 June 2023.

It was **resolved** to reassess the proposed business plan for the 2023/2024 period following a re-audit of the financials. The Interim Committee will undertake this review together with APM, aiming to secure approval within the initial quarter of the AGM date. Upon completion of a review a revised proposed business plan will be tabled for adoption by all members. It was also noted that the business plan from 2022/2023 will continue into the current period.

7. Appointment of Presiding Officer, Treasurer and Secretary

Members **did not resolve** for a term to expire at the next Annual General Meeting to appoint following as the:

- Presiding Officer: Trang Pham
- Treasurer: Tim Koru
- Secretary: Tim Koru

Members resolved for a term to expire at the next Annual General Meeting or General Meeting to establish an Interim Committee as follows:

- John Newell of Lot 102
- David Clair of Lot 514
- Robert John Badcock of Lot 705
- Malcolm Driver of Lot 714

It was **further resolved** that the Interim Committee would not make any decisions on behalf of all Lot Owners but rather be tasked with three specific items:

1. Obtain quotes to have financials audited by a SA auditor.
2. Make recommendations in the preparation of the business plan.
3. Bound to act in good faith at all times.

As such in preparation for the upcoming General Meeting (date yet to be determined), both the Interim Committee and APM are set to collaborate during the initial quarter following the meeting on 25.08.2023. The collaboration aims to present an alternative business plan proposal for the 2023/2024 period. Additionally, they will work together to reformat the business plan into a more agreeable structure for all parties involved.

8. General Business

8.1 Lift Update

Management updated members present on the status of the lifts within our building. It was noted as at 24th May 2023 the Community Corporation had accumulated sufficient funds to proceed with the initial payment milestone in relation to quote 31KA5100-B as received by Otis as at 05th May 2023 at \$282,678.00 incl GST to replace lift 1 with a new Gen3 MEL lift.

Payment milestones and amounts, are as follows:

- The initial payment required to place the order for 1 lift is 25% of the total amount. Being \$70,669.50, inclusive GST
- Once the lift is ready for delivery (expected timeframe: approximately 6 to 8 months, or from November 2023 to February 2024), 65% of the total amount, totaling \$183,740.70, will be due. And invoice for this will be raised by Otis January 2024.
- The remaining 10% of the total amount, equivalent to \$28,267.80, will be payable upon the completion of lift 1. Invoice for this is anticipated to be raised by Otis April 2024

8.2 Emergency Service Levy Invoices

Management informed members present regarding the submission of Emergency Service Levy invoices directly to APM in order to centralize the invoice remittance process and prevent potential duplication of payments. However, following a general discussion, it was decided to alter this course of action. It was **resolved** to redirect these invoices to individual Lot Owners and discontinue collection of funds and remittance through the Community Corporation. As this will better prevent duplication of payment.

8.3 Roof Top Waterproof Membrane

During the meeting, Management informed members present that residents residing on the upper most levels are still encountering water ingress problems. Management explained the challenge of locating a contractor willing to undertake the necessary corrective works highlighted by plumbers suspicious of potential problems with the water-proof membrane. However, after an extended search, a suitable contractor named Oasis was identified. Oasis came highly recommended and visited the site on 25th August 2023, to conduct an inspection and subsequently provide quotations.

Post AGM Notes:

- Please find attached quotation as received by Oasis as at 29th August.2023 at \$869.00 inclusive of GST. The quote pertains to the extension of PVC downpipes along the roof's Western and Eastern boundaries. This extension aims to redirect rainwater into the additional sumps situated on those respective boundaries. This measure is anticipated to alleviate the issue of excessive water accumulating in a single sump, consequently leading to a reduction in water ingress. Please note these works have already been arranged, given the relatively modest costs involved.
- Please find attached quotation as received by Oasis as at 29th August, 2023 at \$48,950.00 inclusive of GST. This quote pertains to the removal of roughly 124m² of paving, clearing debris to expose the pre-existing membrane, subjecting it to pressure cleaning, repairing any cracks detected, and subsequently applying three coats of fresh membrane. Once the applied membrane has cured, the paving will be repositioned in a manner that facilitates water flow towards the roof sumps. Kindly refer to the attached Community Plan, with the designated waterproofing areas highlighted in green. The proposed budget will encompass these expenses, seeking your approval accordingly at the next General Meeting.

9. Next AGM

It was **resolved** that next year's Annual General Meeting will be held 12 months' time via Zoom and in person. The issuance of Audit Reports will also need to be synchronized, even if this requires scheduling the AGM at a later date to allow for the audit reports to be in hand.

10. Close

There being no further business the Chairperson closed the meeting at 04:20pm

Tim Koru

Manager for and on behalf of CP 21063



HOME IMPROVEMENTS

P.O. BOX 277 WOODVILLE 5011
ABN: 43431295610

DATE: 29/8/23

QUOTE #0806

PH: 0402 556 588

BLD LIC. 173 758

PGE LIC. 172 754

EMAIL: oisishi@adam.com.au

FAX: 8244 5085

QUOTE TO:

Uni-House
160 Rundle Mall
Adelaide
C/- Australian Property Maintenance
Att: Tim Koru



JOB DETAILS:

Extend 90mm PVC down-pipe on western side of building to include entry of an extra roof sump

Extend 90mm PVC down-pipe on eastern side of building to include entry of an extra roof sump and bypass roof sump above Apartment 704

TOTAL \$790
GST \$ 79
AMOUNT \$869

FOR ANY FURTHER INQUIRES PLEASE DON'T HESITATE TO CONTACT ME.

THANKS BRAD



HOME IMPROVEMENTS

P.O. BOX 277 WOODVILLE 5011
ABN: 43431295610

DATE: 29/8/23

QUOTE #0807

PH: 0402 556 588

BLD LIC. 173 758

PGE LIC. 172 754

EMAIL: oisishi@adam.com.au

FAX: 8244 5085

QUOTE TO:

Uni-House
160 Rundle Mall
Adelaide
C/- Australian Property Maintenance
Att: Tim Koru



JOB DETAILS:

Leaking concrete roof membrane causing damage to ceilings in Apartments

Lift approximately 68m² of pavers and remove paving sand on western side of building
Lift approximately 56m² of pavers and remove paving sand on eastern side of building
Expose roof membrane and pressure clean
Repair any cracks or concrete damage
Apply Gripset GP Primer over exposed roof membrane
Apply 3 coats Gripset P39 Polyurethane Hybrid Membrane over exposed roof membrane
Once cured relay paving sand and pavers with pavers falling towards roof sumps
Remove all associated rubbish from site

TOTAL \$44,500
GST \$ 4,450
AMOUNT \$48,950

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THANKS BRAD

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CP 21063

PLAN FOR SECONDARY STRATA

DATE OF PLAN 17 06 20

PROJECT NAME *Strata*

PREPARED BY *J.P. [Signature]*

DATE OF PREPARATION 17/06/20

SCALE 1:100

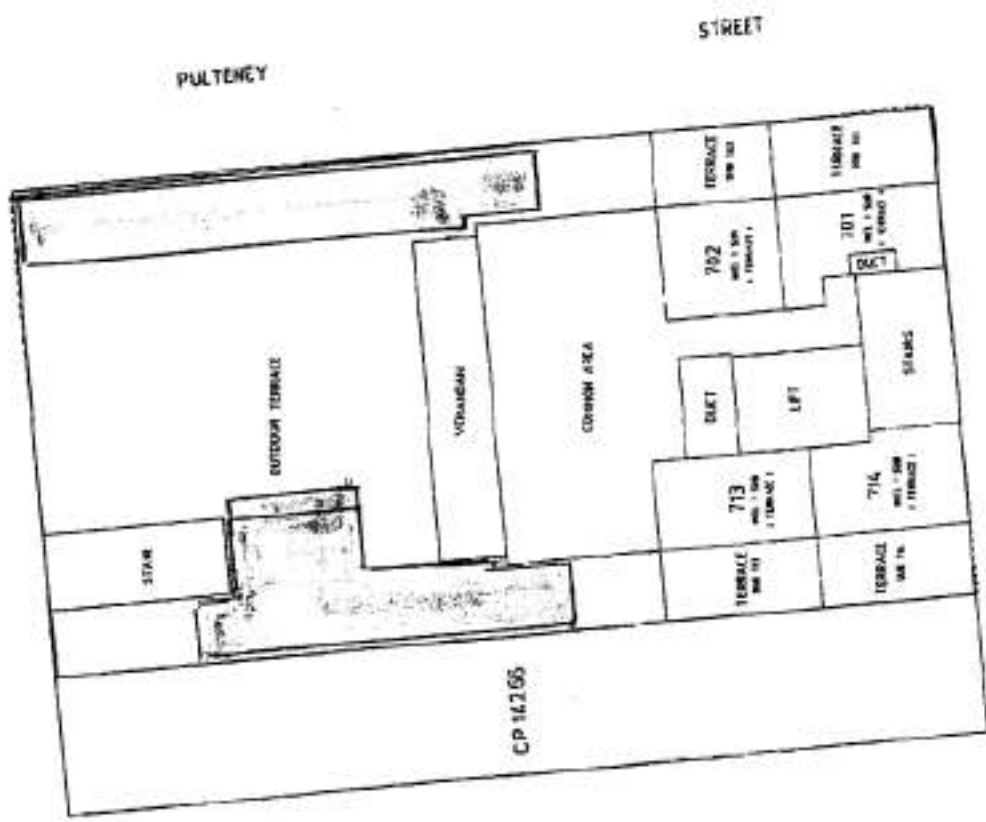
APPROVED BY *[Signature]*

DATE OF APPROVAL 17/06/20

THE OWNER HAS APPROVED THIS SECONDARY STRATA PLAN AND THE PLAN IS VALID FOR THE PURPOSES OF THE STRATA MANAGEMENT ACT 1981 AND THE STRATA MANAGEMENT REGULATIONS 1982.

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JOHN F. PETERSEN
 LICENSED SURVEYOR
 145/5 500th ROAD
 RESERVE
 S.A. 5036
 PHONE / 08 8233 2333
 FAX / 08 8233 2449

FIGURE 22 OF 20 OF 63

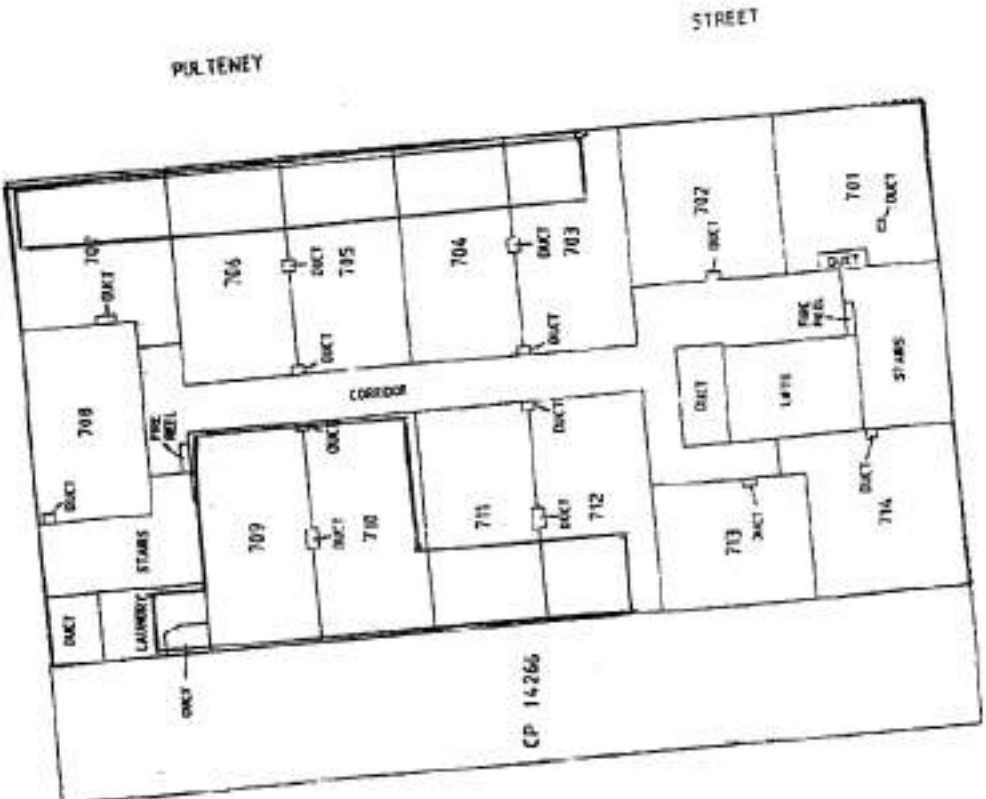
CP 21063	
PLAN FOR SECONDARY STRATA.	
DATE OF PLAN	15/02/20
DATE OF DEED	26/01/20
DATE OF PLAN	15/02/20
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NOTE: THIS PLAN IS TO BE USED IN CONNECTION WITH THE STRATA TITLE DEED AND THE STRATA TITLE DEED IS TO BE USED IN CONNECTION WITH THE STRATA TITLE DEED.

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JOHN F. PETERSEN
LICENSED SURVEYOR
45/9 SOUTH ROAD
RESMORC
S.A. 5035
PHONE (08) 820 2000
FAX (08) 820 2049



SEVENTH FLOOR PLAN



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 Phone: 02 9621 4200
 Fax: 02 9621 1766
 APM94 021-111 012

12 November 2024

All Lot Owners
 CP 21063
 160 Rundle Mall
 ADELAIDE SA 5000

Annual General Meeting Minutes

CP 21063 – UNIHOUSE, 160 RUNDLE MALL, ADELAIDE SA 5000
 AJOURNED MEETING HELD ON TUESDAY 29 OCTOBER 2024 AT 10:00 AM
 VIA ZOOM

Present:	Paul Feltrin	Lot 10
	Martin Ralph & Victoria Bolingbroke of	Lot 101
	Scott Ferguson of	Lot 110
	Delan Xie of	Lot 112
	Dong Wang of	Lot 113
	Ting Ting Wang of	Lot 114
	Stephanie Dalton of	Lot 203
	Dong Wang of	Lot 209
	Rene Truyens of	Lot 210
	Trevor & Lesley Collins of	Lot 211
	Kahryn Mahony & Raymond Francis of	Lot 212
	Daniel Paikovics of	Lot 311
	Janet Rolan of	Lot 403
	Egon & Janet Rolan of	Lot 404
	Janet Rolan of	Lot 405
	Peter Wong of	Lot 406
	Kathryn Mahony & Raymond Francis of	Lot 408
	Laura Dodson of	Lot 412
	Robert Badcock of	Lot 510
	Andrew & Karen McMullen of	Lot 513
	David Clair of	Lot 514
	Surasak Laohachai of	Lot 601
	Shaun Pape of	Lot 609
	Yilong Zhu of	Lot 614
	Robert Badcock of	Lot 704
	Robert Badcock of	Lot 705
	Rene Truyens of	Lot 708
	Lesia Dorniak-Wall	Lot 711

In Attendance:	Trang Pham	Australian Property Management
	Tim Koru	Australian Property Management



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	Paul Feltrin	Australian Property Management
	Diana Papini	Australian Property Management
	Tyler Gawne-Buckland	Australian Property Management
	Tiffany Irving	HWL Ebsworth
	Mardi Conduit	HWL Ebsworth
	Alice Carter	Lynch Meyer
	Aiden McMullen	Observer on behalf of Lot 513
Apologies:	Nil	
Proxy Vote:	Care Park Properties Pty Ltd of Lot 10 to	Paul Feltrin
	John Newell of Lot 102 to	David Clair
	Hiep Tran of Lot 109 to	Tim Koru
	Scott David Fergusson of Lot 110 to	Malcolm Driver
	Dong Wang (Nick) of Lot 113 and 209 to	Laura Nicole Dodson
	Paul Kirchner of Lot 213 to	Robert Badcock
	Mario and Angela Morena of Lot 214 to	Robert Badcock
	Christine Darwood of Lot 304 to	Robert Badcock
	Alessio Tripodi of Lot 307 to	David Clair
	Helen Kirchner of Lot 313 to	Robert Badcock
	Angela Harrington of Lot 314 to	Alice Carter
	Nathan Daniel Johnson of Lot 402 to	Diana Papini
	Alison Cheetham of Lot 411 to	Alice Carter
	Edward Gelsthorpe of Lot 501 to	Robyn Harrison
	Peter and Sarka Laznicka of Lot 511 to	Tim Koru
	Reitan Holdings Pty Ltd of Lot 601 to	Surasak Laohachai
	Gemma Wright of Lot 603 to	David Clair
	Hayley Woolfitt of Lot 604 to	Robert Badcock
	Ying Nan Guo of Lot 606 to	Robert Badcock
	Daekun Han of Lot 610 to	Robert Badcock
	Meseret Abebe of Lot 712 to	Diana Papini
	Andrew Burns Superannuation Pty Ltd of Lot 701 to	Alice Carter
	Huey San BEH of Lot 713 to	Evon Chan
	Wittcam Pty Ltd of Lot 714 to	Malcolm Driver
Withdrawn Proxies:	Reitan Holdings Pty Ltd of Lot 601	Robert Badcock
	Gunjan Verma of Lot 308 from	Robert Badcock
	Michael Luke Stroeh of Lot 111 from	Robert Badcock
Withdrawn Voting Paper:	Ying Nan Guo of	Lot 606



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Power of Attorney:	Michael Lattin of Lot 107 to	Care Property Pty Ltd
	Hiep Tran of Lot 109 to	Care Property Pty Ltd
	Asif Kamal of Lot 301 to	Care Property Pty Ltd
	Janet Badgery of Lot 305 to	Care Property Pty Ltd
	Shah Iqbal Safi of Lot 503 to	Care Property Pty Ltd

Absentee Votes:	John Newell of	Lot 102
	Scott David Ferguson of	Lot 110
	Michael Luke Stroeh of	Lot 111
	Michael Collins of	Lot 206
	Jennifer Susan Blackwood of	Lot 207
	Alessio Tripodi of	Lot 307
	Alison Kathleen Cheetham of	Lot 401
	Nathan Daniel Johnson of	Lot 402
	Keith Kwan of	Lot 414
	Danny Ryan Parham of	Lot 509
	Peter and Sarka Laznicka of	Lot 511
	Gemma Wright of	Lot 603
	Peter Lawrence Trudinger of	Lot 607
	Augustinus Van Diermen of	Lot 611
	Meseret Abebe of	Lot 712

Note: Members who attended in person on the day had their in-person votes override any absentee votes submitted.

Quorum:

Pursuant to Section 83 of the Act, the quorum for the transaction of business at a General Meeting is determined by dividing the number of persons entitled to attend and vote at the Meeting by two, disregarding any fraction and adding one. A quorum was not present within half an hour of the time appointed for the General Meeting as at 22nd October 2024. Therefore, in accordance with section 83(5) of the *Community Titles Act 1996*, the meeting was adjourned to 29th October 2024.

Description	Lots
Total present entitled to vote as at 22 nd October 2024	44
Total number of lots	99
Number required for quorum	50

The table above is based on all lots, excluding those in arrears and any invalid proxies.



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At the adjourned meeting on 29th October 2024, a quorum was present at 10:30 am for the Community Corporation, comprising the persons who were present and who were entitled to vote in accordance with section 83(5) of the *Community Titles Act 1996*.

For accuracy purposes, this Meeting has also been recorded.



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Q&A Session

Q1. Pool apartments

1.1 Who pays for and organises the maintenance for the pool apartments?

A - There is a complex legal question in relation to Unihouse since there are several Lot Owners who do not have executed lease agreements. APM has continued to act in the role as Body Corporate Manager and Property Manager treating Lot Owners without lease agreements in the same way as it treats Lot Owners with a lease agreement. This approach has been taken in order to keep the management arrangements consistent.

A - Lot Owners pay the Community Corporation a fee which is then directed to APM to carry out certain maintenance items.

1.2 Will the pool apartments continue to exist and does the rental pool include refurbishment of the apartments under rent?

A - This depends on whether APM is appointed in this meeting as Body Corporate Manager. If APM is appointed, then the lease agreements will be amended.

Motions 3 and 4 (for Lot Owners with a current lease agreement with APM) propose that the Community Corporation enter into a body corporate management agreement with APM so that it can undertake functions such as maintenance agreements and continue to manage the properties as though lease agreements were still afoot.

1.3 Is the refurbishment fund going to be continued?

A - If the members resolved to dissolve the refurbishment fund, the money that is being put into the funds would be credited back. In terms of what needs to be refurbished and any outstanding maintenance items that need to be performed on the property, this can be addressed at a later stage. Some agenda items address this separately.

Whoever is appointed as Body Corporate Manager will have the responsibility to undertake certain maintenance works.

Q2. On-site management if APM is not appointed

2.1 Everyone is aware that the building is intended for student accommodation. APM owns Lot 10 (ten) for office and desk space. Should APM no longer manage the building as Property Manager, does that stop all on-site management in Unihouse since the space would no longer be available to an incoming Body Corporate Manager?

A - This depends on the outcome of today. If APM is not appointed, legal advice will be sought as to next steps in relation to common areas and other matters.

There is a real possibility that if APM is not appointed, there could be serious consequences for all lot owners.



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Q3. Occupying Owners

3.1 There are concerns from occupying owners, who do not form part of the student community, that body corporate fees are directed to student needs. This is a counter argument for people who bought the apartment as a home and are not interested in the student community.

If the site manager is lost, irrespective of the outcome of today, a replacement can be arranged.

A - There is a clause in the memorandum of lease that permits owners to occupy their apartments.

For clarity, the business was set up and designed for students to take the benefit of the accommodation. Around 2002 when Unihouse was established, the development approval from local council authorised the use of the property as primarily for students.

Q4. Legal advice to APM

4.1 In reference to the comments about what would happen in the event where APM is not appointed and that legal advice would be sought in that event, why has legal advice not been provided already?

A - Any recommendations about the next steps APM will take, if not appointed, will be subject to further legal advice which will depend on the outcome of today.

Legal advice provided to APM will be subject to legal professional privilege. Members may wish to seek their own independent advice.

Q5. Powers of Attorney

5.1 Are Powers of Attorney going to be used to change the outcome of the management of the whole building? A POA might be for someone to act on someone's behalf for certain matters but not for it to be used on voting on issues that give APM a financial advantage and extend its involvement.

Powers of Attorney can be used to vote today in accordance with the terms. What can be said in relation to this matter is that there are two Powers of Attorney under the leases, they give separate powers. Members may wish to review those powers and seek their own independent advice.



AGENDA ITEMS

1. Appointment of Chairperson

Members present **resolved** to appoint Trang Pham as Chairperson for the Meeting.

Motion 1

For	Against	Abstain	Result
23	4	14	Carried

2. Minutes of Previous Meeting

In accordance with the Community Titles Act section 81(5)(b), members **resolved** to adopt the minutes of the previous meeting held on 25th August 2023 as a true and accurate record of that Meeting.

Motion 2

For	Against	Abstain	Result
19	13	16	Carried

3. Restructuring of the Unihouse Student Apartment Complex Management

3.1. Changing of the current Management Structure

Motion 3

The Lot Owners with current Leases with APM **did not resolve** by ordinary resolution to amend the relevant clauses in the Leases by ordinary resolution under clause 2.1 (c) to change the current management structure conditional upon the Community Corporation appointing APM as the Body Corporate Manager and Facilities Manager by way of the agreement detailed in below motions.

For	Against	Abstain	Result
18	25	4	Not Carried

Motion 4

The Lot Owners with current Leases with APM **did not resolve** by ordinary resolution to amend the relevant clauses in the Leases to dissolve the 'Refurbishment & Improvement Fund' (as described in the Leases) by ordinary resolution per clause 2.1 (c) of the Leases, on the condition that Pool Apartment Owners are paid a credit distribution of surplus funds effective as of the date of this resolution, in proportion to the lot entitlements of their respective lots.

For	Against	Abstain	Result
19	24	3	Not Carried



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 A8V94 064 411 012

3.2. Appointment of the Body Corporate Manager

Motion 5

The Community Corporation **did not resolve** by ordinary resolution under sections 78A and 78B of the *Community Titles Act 1996* to appoint APM as the Body Corporate Manager of the Community Corporation, for an annual management fee of \$34,650.00 (exclusive of GST) and annual administration fee of \$9,900.00 (exclusive of GST), as detailed in the budget and the Contract of Appointment of Body Corporate Manager (**BCM Agreement**), for a Term that expires on 30 June 2031. (Provided with the Notice of Meeting)

For	Against	Abstain	Result
16	28	6	Not Carried

Motion 6:

The Community Corporation **did not resolve** by ordinary resolution to ratify the past actions taken by APM on behalf of Lot Owners concerning administrative tasks performed under the terms of the Lease agreements between APM and the Lot Owners.

For	Against	Abstain	Result
18	28	4	Not Carried

3.3. Appointment of the Facilities Manager

Motion 7

The Community Corporation under section 78A and 78B of the *Community Titles Act 1996* **did not resolve** by ordinary resolution to appoint APM as the Facilities Manager of the Community Corporation, with an annual facility management fee of \$118,800.00 (exclusive of GST), as detailed in the budget and the Facilities Management Agreement, for a term that expires on 30 June 2031, which have been circulated to all members with the Notice of Meeting.

For	Against	Abstain	Result
17	29	3	Not Carried

4. Insurance

Pursuant to Section 81(5)(d)(iiib) of the Act, the agenda for a general meeting included the presentation of copies of all insurance policies required under Part 10 Division 2 of the Act i.e. insurance of buildings by Community Corporation.

Members noted that the current insurance policy for Community Corporation Plan No. 21063 was undertaken by the primary Corporation, Strata Corporation 14266 Inc.

Members are to refer to the Certificate of Insurance for the period from 30 November 2023 to 30 November 2024, provided with the Notice of Meeting.

This item does not require a resolution as the insurance policy is still current and due for renewal in November, to be arranged via the Primary Community Corporation.



5. Statement of Accounts

Pursuant to Section 81(5)(d)(i) of the Act, the agenda of a General Meeting included the presentation of the accounts for the previous financial year.

Motion 8

The Community Corporation **resolved** by ordinary resolution per section 81(5)(d)(i) of the *Community Titles Act 1996* to accept the audited Statement of Accounts for the financial period of 1 July 2022 to 30 June 2023 which have been circulated to all members with the Notice of Meeting.

For	Against	Abstain	Result
21	20	8	Carried

6. Appointment of Auditor

Pursuant to Section 81(5)(d)(ii) of the Act, the agenda of a General Meeting included the appointment of an auditor of the accounts for the current financial year.

Following a thorough process of obtaining quotations and review of a selection of independent auditors based in Adelaide, APM recommended MGI Assurance (SA) Pty Ltd to audit the accounts for the Community Corporation, due to their experience with trust accounts, prompt responses, and competitive pricing.

Motion 9

The Community Corporation **resolved** by ordinary resolution to appoint MGI Assurance (SA) Pty Ltd as an auditor of the accounts for the previous financial period of 1 July 2023 to 30 June 2024 and for the current financial year of 1 July 2024 to 30 June 2025.

For	Against	Abstain	Result
26	21	3	Carried

7. Proposed Annual Budget

Pursuant to Section 116(1) of the Act, a community corporation must establish an administrative fund, and a sinking fund.

Pursuant to Section 81(5)(d)(iii) of the Act, the contributions to be paid by members for the current financial year are to be dealt with at the general meeting.

Pursuant to Section 113(1) of the Act, a statement setting out certain information must be presented by a Community Corporation at each annual general meeting.

For the purposes of section 113(1) a revised Unihouse proposed budget was attached to the Notice of Meeting for consideration by the members.

7.1. Administrative Fund Contributions

Motion 10

The Community Corporation **did not resolve** by ordinary resolution per sections 81(5)(d) (ii), 113(1), 114(1), 114(2), and 116 of the *Community Titles Act 1996*, the Administrative Fund contributions in

motions 11 to 16 be approved and adopted as detailed in the attached budget for the purposes of confirming lot contributions, and the budget is otherwise approved for financial years 2022/2023, 2023/2024 and 2024/2025.

For	Against	Abstain	Result
19	28	4	Not Carried

Motion 11

The Community Corporation **resolved** by ordinary resolution per section 114(3) of the *Community Titles Act 1996* that contributions for each lot will be proportional to the Lot Entitlement of the lot, and that the fees payable by the Lot Owners will be made by quarterly instalments due in advance on the first day of July, October, January, and April.

For	Against	Abstain	Result
20	16	12	Carried

Motion 12

The Community Corporation **did not resolve** by special resolution per section 119 of the *Community Titles Act 1996*, the following expenditure from the Administration Fund in respect of '**Administrative Fees**' is approved for the amounts of:

- \$219,670.00 for the 2023/2024 financial year; and
- \$231,000.00 for the 2024/2025 financial year,

As detailed in the budget circulated to all members with the Notice of Meeting.

For	Against	Abstain	Result
16	26	7	Not Carried

Motion 13

The Community Corporation **did not resolve** by ordinary resolution per section 119 of the *Community Titles Act 1996*, the expenditure from the Administration Fund in respect of '**Consultant Fees, Essential Services and Insurance Fees**' is approved, as detailed in the attached budget for financial years 2023/2024 and 2024/2025.

For	Against	Abstain	Result
21	24	4	Not Carried



Motion 14

The Community Corporation **did not resolve** by special resolution per section 119 of the *Community Titles Act 1996*, the following expenditure from the Administration Fund in respect of 'Maintenance Costs' is approved for the amounts of:

1. \$244,993.00 for the 2023/2024 financial year; and
2. \$258,000.00 for the 2024/2025 financial year,

As detailed in the budget circulated to all members with the Notice of Meeting.

For	Against	Abstain	Result
17	26	6	Not Carried

Motion 15

The Community Corporation **resolved** by special resolution per section 119 of the *Community Titles Act 1996*, the following expenditure from the Administration Fund in respect of 'Utility Costs' is approved for the amount of:

1. \$287,199.00 for the 2022/2023 financial year; and
2. \$225,500.00 for the 2023/2024 financial year

As detailed in the budget circulated to all members with the Notice of Meeting.

For	Against	Abstain	Result
25	22	3	Carried

Motion 16

The Community Corporation **did not resolve** by ordinary resolution that the expenditure for the 'Utility Costs' for the 2024/2025 financial year is approved by the Community Corporation by way of ordinary resolution.

For	Against	Abstain	Result
20	25	5	Not Carried

7.2. Sinking Fund Contributions

Motion 17

The Community Corporation **did not resolve** by ordinary resolution per sections 81(5)(d) (iii), 113(1), 114(1) and 114(2), and 116 of the *Community Titles Act 1996*, the proposed Sinking Fund contributions in resolutions 18 to 20 be approved and adopted as detailed in the attached budget for the purposes of confirming lot contributions, and the budget is otherwise approved for financial years 2022/2023, 2023/2024 and 2024/2025.

For	Against	Abstain	Result
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19	25	6	Not Carried
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Motion 18

The Community Corporation **resolved** by ordinary resolution per section 114(3) of the *Community Titles Act 1996* that contributions for each lot will be proportional to the Lot Entitlement of the lot, and that the fees payable by the Lot Owners will be made by quarterly instalments due in advance on the first day of July, October, January, and April.

For	Against	Abstain	Result
24	21	4	Carried

Motion 19

The Community Corporation **did not resolve** by ordinary resolution that per section 119 of the *Community Titles Act 1996*, the expenditure from the Sinking Fund in respect of '**Consultant and Building Maintenance Expenses**' as detailed in the budget provided in the Notice of Meeting is approved for financial years 2023/2024 and 2024/2025.

For	Against	Abstain	Result
19	25	5	Not Carried

Motion 20

The Community Corporation **resolved** by ordinary resolution that per section 119 of the *Community Titles Act 1996*, the expenditure from the Sinking Fund in respect of '**Lift Refurbishment/Upgrade Expenses**' as detailed in the budget provided in the Notice of Meeting is approved for financial years 2022/2023 and 2023/2024.

For	Against	Abstain	Result
26	21	3	Carried

7.3. 5-Year Sinking Fund Plan

Pursuant to Regulation 18A of the Community Titles Regulations 2011, the statement of expenditure presented at each General meeting included proposed expenditure (other than recurrent expenditure) for a five-year period.

Motion 21:

The Community Corporation **did not resolve** by ordinary resolution per section 113(1)(aa) of the *Community Titles Act 1996*, and regulation 18A of the *Community Titles Regulations 2011*, to approve the expenditure (other than recurrent expenditure) in the attached 5-year Sinking Fund Plan.

For	Against	Abstain	Result
18	28	5	Not Carried

8. Election of Office Bearers

In accordance with section 76(1) of the *Community Titles Act 1996*, the Community Corporation, by ordinary resolution, appointed followings as a presiding officer, treasurer, and secretary for a term that expires at or before the next Annual General Meeting of the Community Corporation.

8.1. Presiding Officer

The following nominations were received and by ordinary resolution appointed as Presiding Officer:

- Robert Badcock – It was declared that the position is vacant by reason of Mr Badcock being an undischarged bankrupt and in accordance with section 91(2)(f) of the *Community Titles Act 1996* and the office is vacant.
- Paul Feltrin
- David Clair

Members resolved to appoint David Clair as Presiding Officer.

David Clair	Paul Feltrin	Abstain	Result
21	14	10	David Clair

8.2. Secretary

The following nominations were received and by ordinary resolution appointed as Secretary:

- Robert Badcock – It was declared that the position is vacant by reason of Mr Badcock being an undischarged bankrupt and in accordance with section 91(2)(f) of the *Community Titles Act 1996* and the office is vacant.
- Malcolm Driver
- Kathryn Mahony

Members resolved to appoint Malcolm Driver as Secretary.

Malcolm Driver	Kathryn Mahony	Abstain	Result
26	18	1	Malcolm Driver

8.3. Treasurer

The following nominations were received and by ordinary resolution appointed as Treasurer:

- Robert Badcock – It was declared that the position is vacant by reason of Mr Badcock being an undischarged bankrupt and in accordance with section 91(2)(f) of the *Community Titles Act 1996* and the office is vacant.
- Malcolm Driver – Mr Driver did not confirm whether he was prepared to accept the appointment if the motion for his appointment was carried.



- Paul Feltrin – The motion was not carried to appoint Mr. Feltrin as Treasurer.

As such, the following nominations were received from the floor:

- Kathryn Mahony
- Andrew McMullen

Members resolved to appoint Andrew McMullen as Treasurer.

Kathryn Mahony	Andrew McMullen	Abstain	Result
16	27	3	Andrew McMullen

9. General Business

9.1. Roof Membrane

Members present reviewed the quotes as received from Oasis:

- Quote 0807 (original) at \$44,500.00 exclusive of GST:** This quote covers the exposure and repair of approximately 68m² of membrane on the western boundary of the roof and 56m² on the eastern side. It includes a Community Plan highlighting the areas and the Lots it will help with water ingress. APM recommended this quote as it future proofs a wider area at a very competitive cost that may not be achievable again.
- Quote 0807/1 at \$22,860.00 exclusive of GST:** This quote covers the exposure and repair of approximately 28m² of membrane on the western boundary of the roof and 16m² on the eastern side. It includes a Plan of Subdivision highlighting the areas and the Lots it will help with water ingress. Essentially, this quote only includes repairs to the areas currently causing issues. It nearly halves the original quote but does not cover the entire roof as the original quote does.

It was noted that Oasis recommends undertaking these works during the warmer months to avoid rain. Management will also need to confirm if they can still honor these quotes.

Robert Badcock suggested that roof works be phased, noting that a single, comprehensive quote may not be adequate. Mr Badcock pointed out that there is a box gutter above Lot 704 and recommended addressing box gutters as a priority before proceeding further.

The Manager responded that smaller fixes like this can be and have been completed. Multiple contractors were approached, but Oasis was the most competitive and willing to undertake this project, as other contractors were hesitant due to the guarantees they could not provide for such repairs.

With no further input, **no resolution** was reached with the quotes presented.

9.2. Various ESM Rectifications

Members present reviewed the quotes as received from Trojan Fire Protection:

- Quote SQ16595RT at \$9,869.67 exclusive of GST: Repair defective fire doors.
- Quote SQ16689RT at \$3,486.78 exclusive of GST: Repair compartmentation defects.
- Quote SQ16287dm at \$2,850.00 exclusive of GST: Conduct site survey to provide 2 updated block plans.
- Quote SQ15288dm at \$1,392.00 exclusive of GST: Undertake various ESM works related to smoke detectors and valve boosters.
- Quote SQ16721HB at \$3,426.00 exclusive of GST: Supply and install 1 Fire Brigade Board and 1 27vDC power supply to the FIP. Please note, according to the manufacturer, parts for the current FIP will no longer be available in the next 2-3 years.
- Quote SQ16722hb at \$91,900.00 exclusive of GST: Trojan Fire recommends budgeting for a new FIP over the next 3-5 years.

The Manager advised that most quotes align with market rates; therefore, it may not be necessary to obtain secondary quotations. However, secondary quotes will be obtained for selective high-ticket items, and if a significant disparity is found, a third quote will be sought.

No questions were raised. Robert Badcock mentioned he was not fully informed on these matters and would rely on input from other interim Committee members. With no further input, **no resolution** was reached with the quotes presented.

9.3. Hot Water Pipes

Members reviewed the quote as received from Priority Plumbing at **\$5,984.00 exclusive of GST**: to undertake repairs to hot water pipes on level 7.

With no questions or further input, **no resolution** was reached.

9.4. Cockroach Inspection

Members reviewed the quote as received from The Local Guys at **\$2,310.00 exclusive of GST**: to undertake inspection of Lots and Common Areas in order to determine the severity and propose a treatment plan.

Malcolm Driver noted that thorough cleaning in his own lot resolved his cockroach issue and recommended considering this approach. He suggested that lots with cockroach concerns may mitigate the problem with a good clean, potentially avoiding the need for treatment. With no other questions or further input, **no resolution** was reached with the quote presented.

9.5. Applications for Relief

Members were notified of the number of applications for relief made under Part 14 of the *Community Titles Act 1996* (SA) and the nature of the claims or disputes the subject of those applications in accordance with regulation 16 of the *Community Titles Regulations 2011* (SA).

Management noted the following:

- a. There has been one application for relief made under Part 14 of the *Community Titles Act 1996* (SA).



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 ABN 84 004 411 012

- b. In accordance with regulation 16 of the *Community Titles Regulations 2011 (SA)*, APM has provided the Lot Owners with all of the documents filed in court for this matter.
- c. An application was made on 11 June 2024 by David Clair for both injunctive and other relief from the Court in respect of APM's management of Community Corporation 21063 Inc. ABN 43 417 989 270.
- d. This Application is made under sections 136, 139, 141 and 142 of the *Community Titles Act 1996 (SA)* and section 25 of the *Magistrates Court Act 1991 (SA)*.
- e. It was noted the proceedings are at an early stage and the basis of the allegations have not been set out by Mr Clair. Notwithstanding, and based on the information provided to date, management unreservedly stated that APM denies the allegations. APM remains committed to running the Community Corporation accordingly.
- f. Moving forward, APM noted it will continue to defend the proceedings, and we will keep Lot Owners informed as required as to what is happening in the proceedings. However, its focus will be primarily upon the good and efficient management of the Community Corporation and will involve Lot Owners as little as possible other than what is required by law. However, Lot Owners are more than welcome to contact us in relation to this application should they wish to seek further information.
- g. Therefore, APM reiterated it unreservedly denies the accusations, and was unable to make any further comments while proceedings are still before the court and have not been decided.

9.6 Questions Taken on Notice

The following questions were taken on notice and are addressed below after further investigation and verification:

Robert Badcock:

- a. **Q** - Do you acknowledge what the master lease is in respect to clause 8.2?

A - APM is uncertain as to what is meant by the reference to "Master Lease". Lot Owners have individual Lease agreements with APM. Clause 8.2 of those individual Lease Agreements provides for two Powers of Attorney under the Leases, which grant separate powers. Members of the Community Corporation may wish to review those powers and seek their own independent advice.

- b. **Q** - There is \$138,000 being transferred out of the administration fund. Is this in relation to the distribution that APM will make to people who have a lease or winding up the refurbishment fund?

A - This question is otiose. The Community Corporation did not agree to transfer the amount out of the administration fund. As to the refurbishment fund, this was a separate fund under the Lease agreements at clause 1.1, established by APM and used to fund



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the refurbishment and replacement of the Equipment and the refurbishment of the Apartments.

If the Lessors resolved to dissolve the refurbishment fund, the money that was put into the fund would be credited back to the relevant lot owners.

- c. **Q** - I'm wondering about the refurbishment fund and whether this is kept as a separate account?

A - As stated above, the Refurbishment Fund was kept as a separate account and fund pursuant to the Lease agreements at clause 1.1.

- d. **Q** - After today's meeting, if the restructuring was agreed by lot owners, what would be the state of POAs that APM holds?

A - This question is otiose. The Community Corporation did not agree to sign the Contract of Appointment of Body Corporate Manager. The status of the POA agreements was not the subject of the AGM and the POAs are the subject of ongoing legal proceedings.

- e. **Q** - In the event they relate to deeds of transfer, will POAs be taken into account?

A - POAs will operate for those Lease Agreements between APM and individual Lot Owners that had Assignments of Lease addressing POAs that were executed within the past 12 months.

Malcolm Driver

- f. **Q** - What duties has APM undertaken regarding the maintenance of common property that are related to the amount of staffing costs for the 2023/2024 financial period?

A - APM notes that the status of these amounts are the subject of ongoing legal proceedings.

Trevor Collins

- g. **Q** - Who pays for maintenance and organises the rental of apartments and refurbishment, and will Pool Apartments continue to exist?

A - APM has paid for the maintenance of those apartments, which are the subject of Lease Agreements between APM and the individual Lot Owners. APM has also historically paid for the maintenance of the common areas of the Community Corporation, given that there are currently more Lot Owners with a Lease than those without in the Community Corporation.

APM organises the rental of apartments in accordance with the Lease Agreements. APM has organised refurbishment of apartments, even in circumstances when the Lot Owner of the apartment(s) did not have a Lease Agreement with APM. However, this will no longer occur given the outcome of the AGM. The Pool Apartments will continue to exist, given there is currently no agreement to amend the Lease Agreements.



9.7 Further Questions and Answers

a. Litigation

- **Q - Robert Badcock:** How much information would Lot Owners receive regarding the ongoing litigation?
- **A - Tiffany Irving (HWLE):** Members that the Community Corporation have been joined as an interested party in the litigation by David Clair. David Clair has been appointed as Presiding Officer, and his solicitor Alice Carter is representing him in this application, which means she would have access to all relevant documents. APM will provide Lot Owners with all documents required by statute.
- **Q - Robert Badcock:** Does APM intend to settle this matter or defend it?
- **A - Tiffany Irving (HWLE):** This would depend on the actions taken by David Clair. While APM denies the allegations, APM says that the allegations have not yet been clearly set out. APM is not able to provide further comments at this stage.

b. Owner Portal

- **Q - Malcolm Driver:** Does APM offer an owner portal for Lot Owners, similar to those provided by other body corporate management companies, to allow access to correspondence, financial statements, and other documents?
- **A - APM:** This was briefly discussed at the 2023 AGM. APM does have such a facility as part of its automation services aimed at reducing costs. However, it has not been implemented yet, as the management structure needed to be confirmed in order to ensure the appropriate documents could be uploaded for review. APM is currently considering a transition to a new software provider and would prefer to avoid moving Lot Owners from a portal that might only be in use for a few months.

c. Litigation Costs

- **Q - Kathryn Mahony:** Is the Community Corporation directly involved in this action, is it being represented without its consent, and will the Community Corporation be responsible for any costs related to David Clair's application?
- **A - APM:** To date, the Community Corporation has not incurred any legal costs on behalf of David Clair. It is up to David Clair and his solicitors to determine the extent to which they seek to involve the Community Corporation, given that they were responsible for adding it as an interested party.

d. Sprinkler Loan

- **Q - Robert Badcock:** In relation to the sprinkler loan and/or unsecured loan, what information can be made available by APM on this?



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- o **A - APM:** An updated loan statement, dating back to the initial drawdown to date, will be obtained and included with these minutes. Please see the attached document for reference.

e. Interim Committee

- o **Q – Kathryn Mahony:** Is the Interim Committee still required now that officer bearers have been elected?
- o **A - Tiffany Irving: (HWLE):** The Interim Committee is no longer needed.

f. Resolutions

- o **Q - Malcolm Driver:** Should Motions 14 and 15 be classified as unanimous rather than special resolutions?
- o **A – APM:** The minutes have proceeded on the basis that Motions 14 and 15 are classified as special resolutions, noting that while Motion 15 was classified, Motion 14 and the prerequisite Motion 10 were not carried.

10. Next Meeting and Closure

Pursuant to Section 82(2) of the Act, the Annual General Meeting of a secondary Community Corporation must be held within 6 months after the commencement of each financial year.

- a) APM proposed to hold the next AGM before 31st December 2024, to resolve and adopt the financials for year ending 30th June 2024.
- b) APM noted discussions will be held with the new office bearers to resolve a date and time thereafter advise all members as same.
- c) There being no further business APM thanks those who attended, and the meeting was declared closed at 1:57 pm.

Australian Property Management

Tim Koru
Body Corporate Manager
For and on behalf of CP 21063

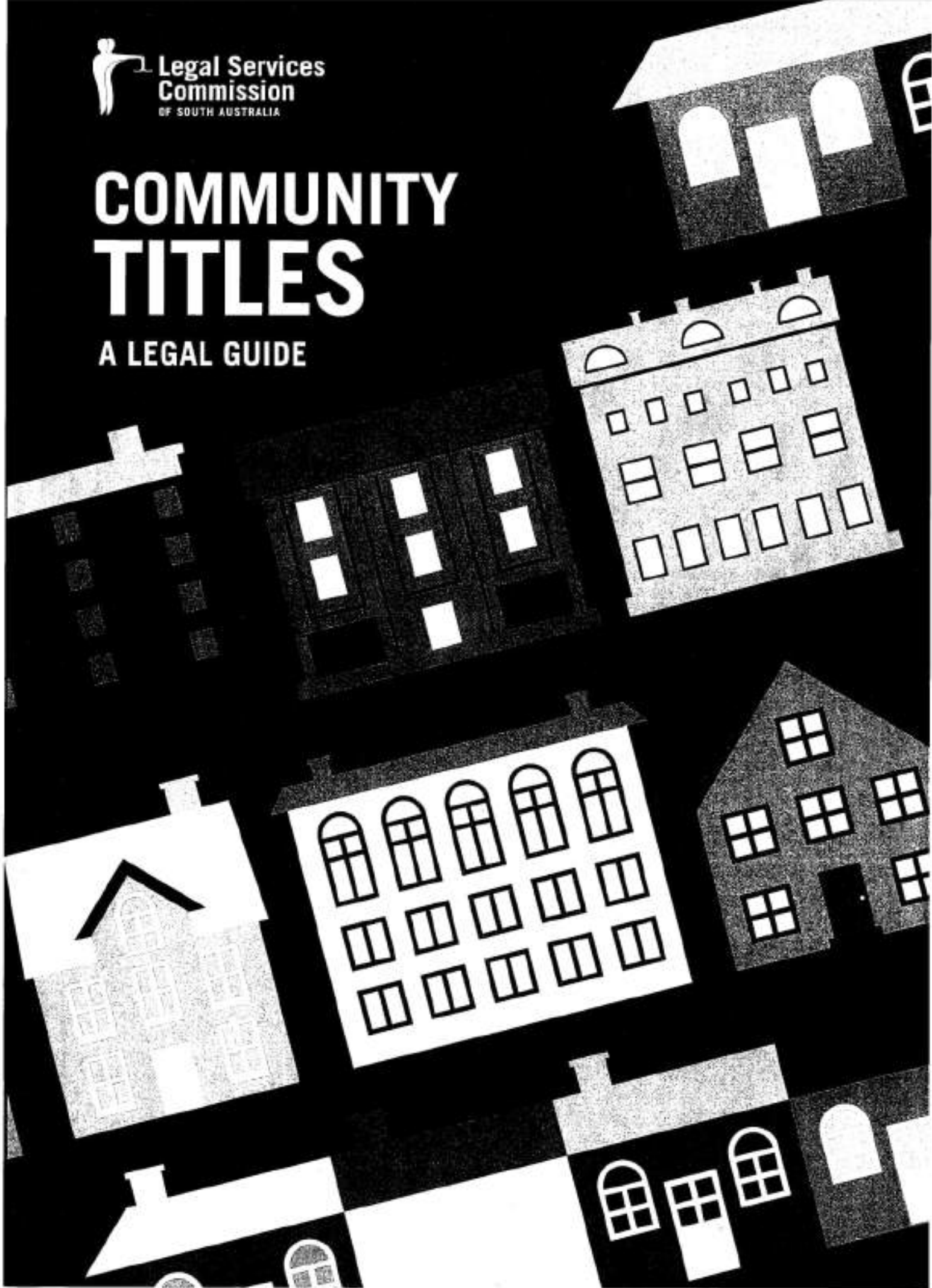
Enclosures

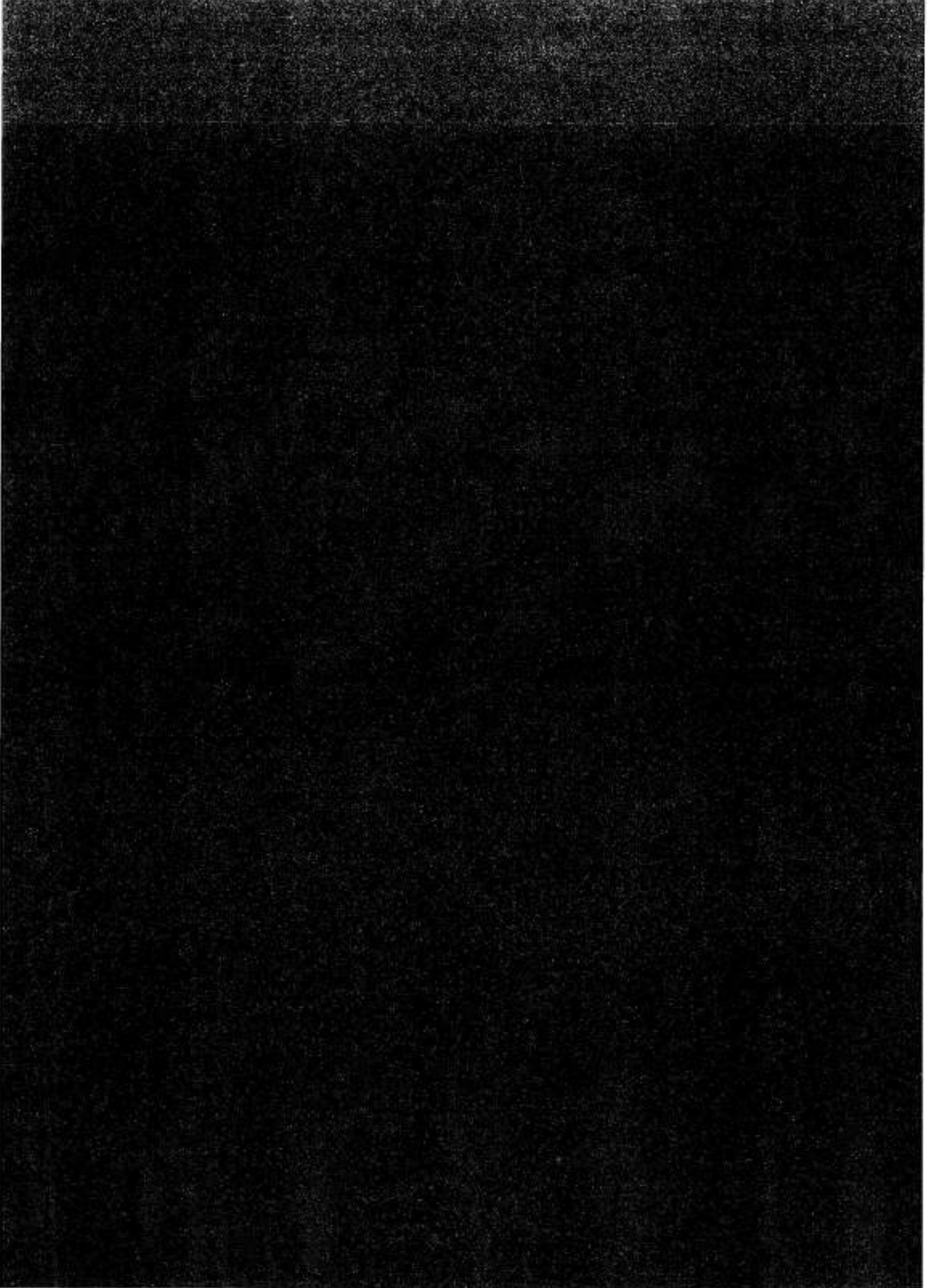
- 1. Loan Statement as pertaining to item 9.7d.



COMMUNITY TITLES

A LEGAL GUIDE





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Community Titles

A Legal Guide

This booklet is published as a community service by the Legal Services Commission.

October 2014

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Community Titles

The law concerning community titles is contained in the *Community Titles Act 1996* (SA), the *Community Titles Regulations 2011* (SA) and the common law. All references to legislation and regulations in this booklet are to these documents, unless otherwise stated.

There are two types of community titles available depending on the nature of the scheme:

- Community Schemes
- Community Strata Schemes.

Regardless of the type of community title, both divide land to create lots and common property in a similar manner to strata titles. Each plan must divide the land to create at least two lots and common property [s 7].

Unlike a strata title, a scheme may include a development lot, retained by the developer, for later division into further lots within the scheme [ss 6, 8].

Changes to the *Community Titles Act 1996* (SA) came into effect from 28 October 2013. To see a summary of the changes, see the Attorney-General's Department <<http://www.agd.sa.gov.au/community-and-strata-titles-legislation>>.

COMMUNITY SCHEMES

In a community scheme, lot boundaries generally do not relate to a structure, but are determined by surveyed land measurements and are unlimited in height and depth, unless otherwise specified on the plan. Unlike a community strata scheme the owner is therefore responsible for the maintenance and insurance of any structures on that lot, and has no obligation for maintenance of other lot owners' buildings.

COMMUNITY STRATA SCHEMES

A community strata scheme is a community scheme where the lot boundaries are defined by reference to parts of the building, similar to a strata title [s 19(3)(c)]. There must be at least one lot that exists above another [s 19(1)], unless the scheme was previously a strata scheme under the *Strata Titles Act 1988* (SA) and has converted by resolution to the *Community Titles Act 1996* (SA) [s 19(2)]. The structure itself is common property and it is therefore the responsibility of the corporation to maintain and insure it.

SMALL SCHEMES

Some requirements in the *Community Titles Act 1996* (SA) do not apply to some small schemes. In addition, the by-laws of some schemes may exempt a scheme from certain requirements. Exemptions vary depending on the number of lots in the scheme or the value of the common property. See also **Types of Resolutions: Special resolutions** and **Financial Management: Audit of accounts**.

Forward budgets

In relation to forward budgets, corporations with six or less community lots, and corporations with buildings and improvements on the common property insured for less than \$100 000, are not required to present a forward budget as part of their expenditure statement at their annual general meeting (see **Financial Management**).

Fidelity guarantee insurance

The requirement to have fidelity guarantee insurance, which began on 27 October 2014, does not apply to two lot community corporations with no administrative or sinking fund, or to community corporations with common property insurance cover of \$100 000 or less (see **Community Corporation: Insurance**).

Officers of the corporation

If a scheme has ten or less lots, one person may hold two or all of the positions of presiding officer, secretary and treasurer [s 76(3)(a)] (see **Community Corporation: Officers of the corporation**).

By-laws may exempt a corporation from certain requirements

The by-laws of a scheme consisting of two lots may exempt the corporation from the requirements to [s 35]:

- hold annual general meetings (except the first general meeting)
- prepare accounting records of the corporation's receipts and expenditure and to prepare an annual statement of accounts
- have the annual statement of accounts audited
- establish administrative and sinking funds, and
- maintain a register of the names of the owners of the community lots.

The by-laws of a three lot scheme may only exempt the corporation from the requirement to maintain a register of names of the owners of the community lots.

Buying into a Community Title

OBTAINING INFORMATION AS A PROSPECTIVE PURCHASER

There are particular issues related to buying a community lot. Effectively, you are buying into a corporation and will become a member of the corporation. It is therefore essential that you have as much information as possible about the corporation before you decide to purchase. You may obtain information before you enter into a contract. Alternatively, if you have entered into a contract, you must be provided with certain information at least 10 clear days before the date of settlement under the *Land and Business (Sale and Conveyancing) Act 1994* (SA) s 7(1) (see below: **Information to be provided when entering into a contract**).

As a prospective purchaser, you may apply to the community corporation for a range of information for moderate fees (see **Community Corporation: Access to information by lot owners**). Some of the information must be made available as copies, and some must be made available for inspection. Any information requested should be provided within five business days of making the application. The information should enable you to establish the current financial position of the corporation.

Service infrastructure issues for new developments

Both SA Power Networks and SA Water have requirements for the location of connection points for power, water and sewerage. The location of connection points and meter enclosures that service more than one lot may be shown on the community plan, which is available for a fee from the Lands Titles Office. However, these details are often not shown. If service infrastructure is not shown on the community plan, agreement must be reached among the lot owners as to the location of the services [s 24(4) (b)], subject to the requirements of the relevant agencies. Even if there is an existing house on one of the lots with connections in place, it may be necessary for new connection points to be established which cater for all lots. To determine requirements for the number and location of connections and meters, visit relevant agency websites (see **Contacts**) or contact the relevant agency.

Core documents

Prospective purchasers of a lot in a community scheme should be aware of three documents that must or may be associated with the community title: the by-laws, scheme description, and development contract. It is also important to note the level of the scheme being bought into. The by-laws, scheme description and development contract of any scheme above also apply to that scheme.

These three documents may be obtained either from the community corporation or the Lands Titles Office with payment of the regulated fee.



THE BY-LAWS

This is a compulsory document for all schemes. It sets out the obligations of the corporation in administering the scheme and the rules by which the scheme is to be run. Prospective purchasers must be able to inspect or buy a copy of the by-laws.

THE SCHEME DESCRIPTION

The scheme description gives the prospective purchaser an overall view of how the scheme is to be developed and the end result. This is an optional document for schemes that contain six lots or less that are used predominantly for residential purposes and do not contain a development lot. This document must be lodged for commercial schemes, irrespective of the number of lots, or if the plan contains a development lot, or if the common property or a lot within the scheme is to be developed in a specific way. Prospective purchasers must be able to inspect or buy a copy of the scheme description.

THE DEVELOPMENT CONTRACT

This is a contract entered into by the developer; the developer must complete the scheme in accordance with the scheme description. Prospective purchasers must be able to inspect or buy a copy of the development contract.

INFORMATION TO BE PROVIDED WHEN ENTERING INTO A CONTRACT

If you enter a contract to buy a community lot, along with the information that must be provided in relation to any proposed sale of land, the vendor must provide certain information under the *Land and Business (Sale and Conveyancing) Act 1994* (SA) s 7(1) and the *Land and Business (Sale and Conveyancing) Regulations 2010* (SA) reg 8. Both general information about community titles and information specific to the community title you are proposing to buy must be provided.

General information

The general information is found in the notice in the *Land and Business (Sale and Conveyancing) Regulations 2010* (SA) sch 1 div 3, which sets out a range of issues to consider when buying into a strata corporation, as follows.

MATTERS TO BE CONSIDERED IN PURCHASING A COMMUNITY LOT OR STRATA UNIT

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

Governance

You will automatically become a member of the **body corporate**, which includes all owners and has the job

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

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

Use of your property

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

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

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

Are you buying a debt?

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

There is a fee. To make a request, write to the secretary or management committee of the body corporate.

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments – voting rights

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

Further information

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

A free telephone Strata and Community Advice Service is operated by the Legal Services Commission of South Australia: call 1300 366 424. Information and a booklet about strata and community titles is available from the Legal Services Commission at www.lsc.sa.gov.au.

You can also seek advice from a legal practitioner.

Specific information

Information specific to the community corporation and lot you are proposing to buy must be provided by the vendor under the *Land and Business (Sale and Conveyancing) Regulations 2010* (SA) sch 1 div 2:

- particulars of contributions payable in relation to the lot, including details of arrears of contributions related to the lot
- particulars of the assets and liabilities of the community corporation
- particulars of expenditure that the community corporation has incurred, or has resolved to incur, and to which the owner of the lot must contribute, or is likely to be required to contribute
- if the lot is a development lot, particulars of the scheme description relating to the development lot and particulars of the obligations of the owner of the development lot under the development contract
- if the lot is a community lot, particulars of the lot entitlement of the lot.

The following documents should also be provided under the *Land and Business (Sale and Conveyancing) Regulations 2010* (SA) sch 1 div 2:

- a copy of the minutes of the general meetings of the community corporation and management committee for the preceding two years or since the deposit of the community plan (whichever is the lesser)
- a copy of the statement of accounts of the community corporation last prepared
- a copy of current policies of insurance taken out by the community corporation
- a copy of the scheme description (if any) and the development contract (if any) – these documents may be obtained from the community corporation or the Lands Titles Office
- a copy of the by-laws of the community scheme - copies of the by-laws may also be obtained from either the corporation or the Lands Titles Office.

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

Community Corporation

A community corporation is created upon deposit of the community plan [s 10, s 71] to administer the scheme's by-laws and manage the common property and any fixtures erected on it [s 75].

The members of the corporation are the owners of the community lots [s 10(2), s 74]. Owners of development lots are not members of the corporation unless they also own community lots [s 10(2), s 74].

Lot owners are guarantors of their community corporation's liabilities, which means the corporation's debts are enforceable against each of the lot holders directly [s 77].

A community corporation must have a presiding officer, treasurer and secretary [s 76], and may establish a management committee [s 90(1)] to carry out the functions and perform the duties of the corporation within the limits of the committee's powers [s 92(1)]. A community corporation may also delegate some of its functions to a person outside the corporation (such as a body corporate manager) to assist in the running of the corporation [s 78A(2)].

The corporation must have a common seal [s 73].

A community corporation must keep a letter box at the community parcel, with the name of the corporation clearly shown on it, for postal delivery to the corporation. Where there is no postal delivery to the community parcel, the corporation must keep a post office box. [s 155(4)]

The by-laws are the rules of the corporation. The corporation can make rules which are binding on the corporation, lot owners, tenants and visitors [s 43] about the management and use of common property and the use of community lots [s 34(2)]. The first by-laws of a corporation are those filed when the community plan is deposited with the Lands Titles Office. A corporation can vary the by-laws [s 39].

COMMON PROPERTY

What is common property?

The common property consists of those parts of the community parcel that do not comprise or form part of a lot, and includes the service infrastructure not for the exclusive use of a lot [ss 28(1)(a)-(b)]. In addition, the common property includes any building that is not for

the exclusive use of a lot and was erected before the deposit of the community plan, any building erected by the developer or the community corporation as part of the common property, and any other building on the community parcel that has been committed to the care of the community corporation as part of the common property [ss 28(1)(d)-(f)].

In the case of a strata plan, the common property also includes those parts of the building that are not part of a lot [s 28(c)]. Unless a particular strata plan indicates otherwise, the boundary of a lot is the internal surface of the walls, floors and ceilings [s 19(4)].

Service infrastructure

Service infrastructure is the cables, wires, pipes, sewers, drains, ducts, plant and equipment that provide services to lot owners and the common property [s 3].

Services are [s 3]:

- water reticulation or supply
- gas reticulation or supply
- electricity supply
- heating oil
- air conditioning or ventilation
- a telephone service
- a radio service
- a computer data or television service
- sewer systems
- drainage
- systems for the removal or disposal of garbage or waste
- other systems or services designed to improve the amenity, or enhance the enjoyment, of the lots or common property.

The service infrastructure is shown, as far as it is practical to do so, on the plan of community division through the common property, and on a lot where it services more than the one lot [s 14(5)(e)]. As service infrastructure that serves more than one lot forms part of the common property, it is the responsibility of the corporation to maintain it [s 75]. Service infrastructure that only serves one lot is the responsibility of that lot owner to maintain.

Commercial use of the common property

The common property can be used in a community title scheme, subject to planning approval, for commercial ventures such as a public golf course or retail centre [s 28(2)]. Any profits are returned to the community corporation and must be paid into the administrative or sinking funds [s 28(3)]. Surplus profits may, by special resolution, be distributed to owners of the lots

in proportion to lot entitlement, if more money than is needed is held in the administrative fund or the sinking fund [s 117]. As there can be losses as well as profits, any commercial venture should be based on detailed financial and legal advice.

If members of the public have access to the common property, or a part of it, then members of the public are entitled to use the common property, or the relevant part of it, in accordance with the by-laws [s 28(4)].

Management of the common property

Common property is managed by the community corporation [s 75], which is required to keep an administrative and a sinking fund [s 116]. A two lot scheme may be exempt from the requirement to keep an administrative and a sinking fund through its by-laws [s 35(1)(d)].

POWERS OF THE CORPORATION

Some of the powers of the corporation are:

- to administer, manage and control the common property for the benefit of the owners of the community lots [s 75(1)(a)]
- to maintain the common property and the property of the corporation in good order and condition [s 75(1)(b)]
- where practicable, to establish and maintain lawns or gardens on those parts of the common property not required or used for any other purpose [s 75(1)(c)]
- to enforce the by-laws and the development contracts (if any) [s 75(1)(d)]
- to enforce an owner's duty to maintain and repair their lot [s 101]
- to borrow money or obtain other forms of financial accommodation and, subject to the Act or the regulations, give such security for that purpose as it thinks fit [s 118]
- to carry out the other functions assigned to it by the Act or conferred on it by the by-laws [s 75(1)(e)].

Contributions

The corporation raises funds by levying contributions against all lot owners, in accordance with an ordinary resolution passed at a general meeting [s 114(1)].

The management committee may not set the contribution amount [s 114(2)]. The amount that each owner contributes to funds is normally calculated according to the 'lot entitlement' set out in the community plan [s 114(3)]. A lot entitlement is the portion, or ratio, of the unimproved value of a lot as against the sum of the unimproved values of all the lots [s 20]. The corporation may, by unanimous resolution,

determine that contributions are paid on some other basis [s 114(3)].

The corporation may, by an ordinary resolution at a general meeting, allow contributions to be paid in instalments [s 114(4)(a)].

If contributions are not paid, they are recoverable as a debt [s 114(8)]; the corporation can sue the lot owner and any subsequent owner (if more than one owner, any or all of them) for the money [s 114(7)].

Interest may be charged by the corporation on contributions or instalments owing, this is done by ordinary resolution [s 114(4)(b)]. The amount of interest charged may not be more than 15% per year, and interest cannot be charged on unpaid interest [reg 19].

Maintenance and repair of lots - entry to premises

The Act imposes a responsibility on a lot owner to maintain and repair their lot [s 134(1)], unless the corporation's by-laws have transferred this responsibility to the corporation [s 134(2)]. If the responsibility to maintain and repair lies with lot owners, and a lot owner does not fulfil this responsibility, the corporation may give a lot owner written notice requiring them to carry out specific work by a certain time [s 101(1)(a)].

Similarly, the corporation may require and enforce work on a lot to remedy a breach of the Act or the corporation's by-laws, even if the breach was by a former lot owner, an occupier (tenant) or former occupier [s 101(1)(b)(i)].

The corporation can also pre-empt problems and require an owner to do work to remedy a situation that is likely to result in a breach of the Act or the by-laws [s 101(1)(b)(ii)].

If the work is not done in the set time, the corporation may authorize workers to enter the lot to do the work [s 101(2)]. This can only happen after the corporation has given at least two days notice in writing to both the lot owner and the occupier (for example, any tenant) [s 101(3)].

Force cannot be used to enter the lot without an order from the Magistrates Court [s 101(4)], in which case the corporation would have to file a minor civil action and the owner would have a chance to contest the application. However, force may be used if an officer of the corporation or a person authorized by the corporation (such as a body corporate manager) is satisfied that urgent action is necessary to prevent a risk of death, injury or significant damage to property [s 101(4a)]. In such a case, the officer or authorized person can, after giving whatever notice (if any) to the lot owner and occupier they consider reasonable in the circumstances, authorize entry to a lot for the performance of work reasonably necessary to deal with the risk. To enter the

lot in urgent circumstances, such force as is reasonably necessary may be used.

The individual lot owner is liable to the corporation for the reasonable cost of work done [s 101(5)]. If the need for the work arose because of someone else, for example a tenant or previous owner, the lot owner can recover the cost as a debt from that person [s 101(6)].

Maintenance and repair of service infrastructure - entry to premises

The corporation may need to enter a lot in order to set up, maintain or repair service infrastructure. If so, the corporation must give notice to the owner of the lot to be entered [s 146(1)(a)]. The amount of notice required is whatever is reasonable in the circumstances [s 146(3)]. If the situation is an emergency and there is no time to give notice, then notice need not be given [s 146(2)(a)]. A lot owner may agree that their lot can be entered without notice [s 146(2)(b)].

If a person acting on the corporation's behalf cannot enter the lot without using force, such force as is reasonable in the circumstances may be used [s 146(4)]. Any damage caused by the use of force must be made good as soon as practicable by the corporation, unless the need for force was the result of an unreasonable act or omission on the part of the owner of the lot that was entered [s 146(5)].

Provision of services

A community corporation may provide, for the benefit of owners and occupiers of the lots in the scheme, any kind of service that relates to the ownership or occupation of the lot [s 143(1), reg 26(1)]. A corporation may only provide a service if an owner or occupier has agreed to accept the service [reg 25(2)(a)]. The corporation may charge for the provision of those services [s 143(2)], but the cost of the service must be paid for by the persons who have agreed to accept it and must not be subsidised by the corporation [reg 25(2)(b)].

Return of property

A corporation may require anyone in possession of any record, key, or other property of the corporation to return it to an officer of the corporation by a specified time. The person in possession of the property must be given written notice to return the property, and the person it must be given to must be stated in the notice. Failure to comply with such a notice is an offence with a maximum penalty of \$2 000. [s 147]

INSURANCE

Building insurance

It is the responsibility of the community corporation to insure the common property [s 103(1)].

As a general rule, buildings in a community strata scheme are common property (unless otherwise defined on the plan) and should be insured by the corporation [s 103(1)(b)].

In a community scheme, buildings within a lot are not common property and are the responsibility of the lot owners. However, the corporation's by-laws may authorize or require the community corporation to act as agent for the owners of community lots in arranging policies of insurance [s 34(3)(ca)]. If the by-laws do so, the by-laws may also impose a monetary obligation on the owner of a lot in relation to the payment of the insurance premium [s 37(2)(b)].

Owners in a community scheme also have a duty to insure any part of their property, such as a party wall, which provides support and shelter to a building or other structure on another lot or on the common property [s 106(1)].

Fidelity guarantee insurance

From 27 October 2014, fidelity guarantee insurance must be held by all corporations [s 104(3)], apart from two lot community corporations with no administrative or sinking fund and community corporations with common property insurance cover of \$100 000 or less [reg 16C(b)]. A policy of fidelity guarantee insurance covers the risk of theft or fraud of the corporation's funds by any person authorized to handle the corporation's funds, including a manager. Although the requirement to have fidelity guarantee insurance is a new requirement from 27 October 2014, a corporation may already have fidelity guarantee cover included with its building insurance policy. The insurance cover must be for the amount of the maximum total balance of the corporation's bank accounts at any time in the preceding three years, or \$50 000, whichever is higher [reg 16C(a)].

Other insurance

A community corporation must insure itself against risks that a normally prudent person would insure against and the amount of the insurance must be the amount that a normally prudent person would insure for [ss 104(1)-(2)]. In the case of insurance for bodily injury, the insurance must be for at least ten million dollars [s 104(2)].

OFFICERS OF THE CORPORATION

A community corporation must have a presiding officer, a secretary and a treasurer, who are appointed by ordinary resolution [s 76(1)]. Normally, these officers must be lot owners [s 76(2)]. If the scheme has ten or less lots, one person may hold two or all of these positions, and if the scheme has more than ten lots, one person may hold up to two of these positions [s 76(3)].

An officer can be appointed for up to a year, with all positions becoming vacant no later than the next annual general meeting of the corporation [s 76(6)].

If a vacancy arises in any of the positions, the position can either be filled at a general meeting, or, if the corporation has a management committee, the committee may, by ordinary resolution, appoint a lot owner to fill the vacancy [s 92].

A vacancy will arise before the annual general meeting if the officer:

- resigns in writing to the secretary, or, in the case of the secretary, to the presiding officer [s 76(7)(e)]
- dies or sells their lot [ss 76(7)(a), (c)]
- becomes bankrupt or applies to take the benefit of a law for the relief of insolvent debtors [s 76(7)(f)]
- is convicted of an indictable offence (an offence that may be heard before a jury) or is imprisoned for any offence [s 76(7)(g)].

An officer may be removed by special resolution of the corporation (not the committee) on the grounds of misconduct, or neglect of duty, or incapacity or failure to carry out satisfactorily the duties of the office [ss 76(7)(h), (8)].

Delegation

A community corporation may appoint or engage a person to assist the presiding officer, treasurer or secretary [s 76(9)].

Secretary

The secretary of a community corporation has the following functions [reg 26A]:

- to prepare and distribute minutes of meetings of the corporation and submit a motion for confirmation of the minutes of any meeting of the corporation at the next such meeting
- to give, on behalf of the members of the corporation and the management committee, the notices required to be given under the Act
- to answer communications addressed to the corporation
- to convene meetings of the management committee
- to attend to matters of an administrative or secretarial nature in connection with the exercise, by the corporation or the management committee, of its functions.

General meetings and committee meetings can also be convened by members of the corporation and other officers (see **Management Committee** and **General Meetings** below).

Treasurer

The treasurer of a community corporation has the following functions [reg 26A]:

- to notify owners of community lots of any contributions to be raised from them in accordance with the Act
- to receive, acknowledge, bank and account for any money paid to the corporation
- to keep accounting records and prepare financial statements.

Liability of officers

Where a provision of the Act authorizes or requires an officer of a community corporation to certify as to any matter or thing, the officer incurs no civil or criminal liability in respect of an act or omission in good faith in the exercise of that function. A liability that would, but for this rule, attach to an officer attaches instead to the corporation. [s 151A]

RECORDS

The corporation has a responsibility to maintain proper records, and to keep them in an orderly manner so they can be found easily for the purposes of inspection or copying [reg 23(2)].

Register of names

A community corporation must maintain a register of the names of the lot owners, showing the owner's last contact address, telephone number and email address known to the corporation, and the owner's lot entitlement [s 135(1)], and must keep any information in the register for 7 years [reg 22].

The by-laws of corporations with only two or three lots may exempt the corporation from the requirement to maintain a register of names of lot owners [ss 35(1)(e), (2)].

Accounting documents, records and statements

The corporation must keep the following documents [reg 23(1)] for 7 years [reg 23(3)(b)]:

- receipts for the expenditure of money
- passbooks, deposit books and all other documents providing evidence of the deposit or investment of money
- bank statements and all other documents providing evidence of dealing with money invested or on deposit.

The corporation must make accounting records of its receipts and expenditure [s 136] and keep the records for 7 years [reg 23(3)(b)]. However, the by-laws of corporations with only two lots may exempt the corporation from the requirement to prepare accounting records [s 35(1)(b)].

A corporation must ensure that a statement of accounts is prepared for each accounting period [s 137], and must keep each statement of accounts for 7 years [reg 23(3)(c)]. However, the by-laws of corporations with only two lots may exempt the corporation from the requirement to prepare an annual statement of accounts [s 35(1)(b)].

Notices, orders and correspondence

The corporation must make a record of notices and orders served on the corporation and keep the notices and orders for 7 years [s 136, reg 23].

Notices of meetings of the corporation and its management committee must be kept for 7 years [s 136, reg 23(3)(f)].

Copies of correspondence received or sent by the corporation must be kept for 7 years [s 136, reg 23(3)(e)].

Minutes

Minutes of meetings must be kept for 30 years [s 136, reg 23(3)].

ACCESS TO INFORMATION

Insurance policies

A lot owner, a mortgagee of a lot, or a prospective owner or mortgagee of a lot may request to see any or all of the insurance policies currently held by the corporation [s 108]. No fee is applicable.

If the applicant wishes to have copies of the current insurance policies under s 139(1)(b), a small fee applies [reg 25(1)(b)]. See the *Community Titles Regulations 2011* to determine the relevant fee that applies. The corporation must make the information available within five business days after the request [ss 108, 139]. Failure to do so is an offence with a maximum penalty of \$500.

Bank statements

On the request of a lot owner, a corporation that does not have a body corporate manager must provide the lot owner with quarterly bank statements for all accounts maintained by the corporation, and must continue to provide the statements until the person ceases to be an owner or revokes their application [s 139(1a)]. Failure to do so is an offence with a maximum penalty of \$500. If a corporation has a manager, application can be made to the manager for quarterly financial statements (see **Body Corporate Managers: Duties of managers**).

By-laws

The corporation must make available up-to-date copies of the by-laws that owners and occupiers of lots, prospective purchasers of a lot or someone considering entering into any other transaction in relation to a lot may inspect or purchase [s 44(1)].

No fee may be charged for inspection of the by-laws [s 44(2)]. The maximum fee a corporation may charge for buying a copy of the by-laws is set out in the *Community Titles Regulations 2011* sch 2. Copies of by-laws can also be obtained from the Lands Titles Office for the regulated fee. [*Community Titles Regulations 2011* sch 2]

Other information in relation to a lot or the corporation

A lot owner, a mortgagee of a lot, or a prospective owner or mortgagee of a lot (or someone on their behalf) may apply to the corporation for access to the following information or documents [s 139(1)]. The information or documents must be provided within five business days after the request [s 139(1)]. Failure to do so is an offence

with a maximum penalty of \$500. The corporation may reduce or waive any of the specified fees [reg 25(3)].

INFORMATION TO BE PROVIDED:

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

If the applicant is a lot owner, no fee applies [reg 25(1)(a)(i)]. If the applicant is a mortgagee of a lot, or a prospective owner or mortgagee of a lot, a regulated fee applies [reg 25(1)(a)(ii)].

COPIES OF DOCUMENTS TO BE PROVIDED:

- the minutes of general meetings of the corporation and meetings of its management committee for such period, not exceeding two years, specified in the application
- the statement of accounts of the corporation last prepared by the corporation.

See the *Community Titles Regulations 2011* to determine the relevant fee that applies [reg 25(1)(b)].

DOCUMENTS TO BE MADE AVAILABLE FOR INSPECTION:

- a copy of the accounting records of the corporation
- the minute books of the corporation
- a copy of any contract with a manager
- the register of lot owners.

No fee applies to inspecting a copy of the contract with a manager or the register of lot owners.

If the applicant is a lot owner, no fee applies to inspect accounting records or minutes [reg 25(1)(c)(i)]. If the applicant is a mortgagee of a lot, or a prospective owner or mortgagee of a lot, a regulated fee applies for each application [reg 25(1)(c)(ii)] in relation to accounting records and minutes.

By-laws (Rules)

Unlike the *Strata Titles Act 1988* (SA), the *Community Titles Act 1996* (SA) does not include a standard set of by-laws. The *Community Titles Act 1996* (SA) requires developers of community schemes to draft individual by-laws (ss 12, 34) which reflect the nature of the particular scheme [(s 11(4)). The by-laws must cover the administration, management and control of the common property; regulate the use and enjoyment of common property; and regulate the use and enjoyment of community lots to give effect to the scheme description [s 34(2)].

In relation to buildings and other structures on community lots, the by-laws may also regulate issues such as position, design, dimensions, construction, appearance, maintenance and repair [ss 34(3)(a)(i)-(ii)]. Landscaping and the appearance of community lots can be covered in the by-laws [ss 34(3)(a)(iii), (b)], and requirements or restrictions on the use of community lots can be imposed to prevent interference with the use and enjoyment of other lots [s 34(3)(c)].

The by-laws cannot be inconsistent with the scheme description (if any) or development contract (if any) of the scheme or, if there are higher levels above the scheme, the by-laws, scheme description or development contract of those schemes [s 41].

THOSE BOUND BY THE BY-LAWS

The by-laws are binding on the community corporation, the owners and occupiers of the community lots and the development lot or lots (if any) comprising the scheme, and persons entering the community parcel [s 43(1)].

VARIATION OF THE BY-LAWS

The by-laws may be varied by special resolution of the corporation [s 39], except in the case where the corporation wishes to change the number of votes that may be cast in respect of each community lot, when a unanimous resolution is needed [s 87(2)]. If the by-laws are varied, the variation must be lodged with the Lands Titles Office within 14 days of passing the resolution to vary the by-laws [s 39(2)]. The variation only takes effect when the lodged variation is filed with the community plan by the Registrar-General [s 40(2)].

WHAT CANNOT BE IN THE BY-LAWS Dealing with a community lot

A corporation cannot prevent or restrict a lot owner from selling or leasing their lot, or allowing someone to live in their lot, or mortgaging, or otherwise dealing with their lot [s 37(1)(a)]. An exception to this rule is that the by-laws may prevent or restrict the owner of a lot from leasing or granting rights of occupation in respect of the lot for valuable consideration (that is, when the occupier will be paying rent or a fee) for a period of less than two months [s 37(2)(a)].

Monetary obligations

The by-laws may not impose a monetary obligation on the owner or occupier of a lot except where:

- the by-law provides for the exclusive use of part of the common property [s 37(1)(b)] or
- the by-law deals with a lot owner's responsibility to pay an insurance premium, where the by-laws authorize or require the community corporation to act as agent for the owner in arranging the insurance policy [s 37(2)(b)].

Access to a lot

The corporation may not prevent access by the owner or occupier or other person to a lot [s 37(1)(c)].

Assistance dogs and therapeutic animals

The by-laws may not prevent an occupier of a lot who has a disability from having and using an assistance dog, or a therapeutic animal [s 37(1)(d)]. Similarly, a visitor to a lot who has a disability may not be prevented from using their assistance dog or therapeutic animal [s 37(1)(e)].

- For the definition of 'disability', see s 5(1) *Equal Opportunity Act 1985* (SA).
- An 'assistance dog' is an accredited guide dog or hearing dog, or a disability dog under the *Dog and Cat Management Act 1995* (SA) [s 5(1) *Equal Opportunity Act 1985* (SA)].
- A 'therapeutic animal' is an animal, other than an assistance dog, certified by a medical practitioner as being required to assist a person as a consequence of the person's disability [s 88A *Equal Opportunity Act 1985* (SA)].

BY-LAWS THAT REDUCE THE VALUE OF A LOT OR UNFAIRLY DISCRIMINATE AGAINST A LOT OWNER

Any by-laws that reduce the value of a lot or unfairly discriminate against a lot owner may be struck out by order of the Magistrates Court or the District Court [s 38(1)]. The application to strike out the by-law must be made by a person who was a lot owner, which includes

a person who has contracted to purchase the lot, when the by-laws came into force. The application must be made within three months after the person (or either or any of the lot owners where the lot is owned by two or more persons) first knew, or could reasonably be expected to have known, that the by-laws had been made [s 38(2)]. An application to strike out a by-law would normally be made to the Magistrates Court as a minor civil action under s 142. If the matter were particularly complex or significant [s 142(5)], a lot owner could seek the permission of the District Court to commence proceedings there [s 142(3)]. Alternatively, the District Court could agree to transfer proceedings begun in the Magistrates Court to the District Court [s 142(4)].

BREACHES OF THE BY-LAWS

If it is claimed that a lot owner or occupier (for example, a tenant) of a lot is in breach of the by-laws, the corporation may request that the person either do what is required under the by-laws, or stop doing what is not allowed under the by-laws. If the person continues to breach the by-laws, mediation may be sought. A penalty may be imposed by the corporation if there is provision for this in the by-laws. If necessary, the matter may be taken to the Magistrates Court (see **Disputes**).

Penalties for breaching the by-laws

The by-laws of a strata corporation may impose a penalty of up to \$500 for contravention of or failure to comply with any by-laws (ss 34(3)(e), (9)). If all the units in the scheme are non-residential, the penalty may be up to \$2 000 [s 34(9)]. These fines may be imposed on members of the community corporation, occupiers, visitors or any other person entering the community parcel [s 43].

If the by-laws state that the corporation 'may impose a penalty of up to \$500' for a breach of the by-laws, this does not mean that any penalty must be \$500. A corporation should ensure that the amount of any penalty imposed is reasonable in relation to the nature and extent of the breach. The amount of a penalty could be disputed in the Magistrates Court if it could be argued to be oppressive, unreasonable or unjust [s 142(1)] (see **Disputes**).

Note that it is the *corporation* that may impose a penalty for an alleged breach. If a corporation has a management committee, the management committee may act for the corporation. Thus, a duly called meeting of either the corporation or the management committee will be needed to impose a penalty for an alleged breach of the articles. A body corporate manager cannot impose a penalty for an alleged breach of the articles, although a manager may be given the power to issue and sign any penalty notice [see **Body Corporate Managers: Appointing a manager**].

Notice of a penalty

The corporation must give notice of the imposition of a penalty using Form 11 of the *Community Titles Regulations 2003* (SA). The form is set out below.

FORM 11 - PENALTY NOTICE

Section 34(6)(c)(i) of Act

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

The [*insert name of the community corporation giving notice*] gives you notice that you have contravened or failed to comply with [*specify the by-law or article that has been contravened or not complied with*] by [*set out the details of the contravention or non-compliance*].

The penalty of [*specify the amount of the penalty*] is payable to the corporation by you not later than [*specify the date for payment*].

If you do not pay the penalty as required by this notice, the penalty is recoverable from you by the corporation as a debt. If this notice is served on you as the owner of a community lot, the penalty may be recovered by the corporation under section 114 of the *Community Titles Act 1996* (SA) (and interest will be payable on the penalty amount in the same way as if it were such a contribution).

Under section 34(6) of the Act you are entitled to apply to the Magistrates Court for revocation of this notice. The application must be made within 60 days after service of this notice. If you make such an application, the penalty specified in this notice is not payable unless the application is withdrawn or otherwise discontinued by you, or is dismissed or refused by the Court (and, in such a case, the penalty will be payable on the date on which the application is so withdrawn, discontinued, dismissed or refused or on the date for payment specified in the notice, whichever occurs later).

Time for payment of a penalty

The date set for payment of the penalty must be at least 60 days after the date the notice is served [s 34(6)(c)(ii)].

Non-payment of a penalty

If the penalty is not paid in time, the corporation may recover the amount as a debt. If the notice has been given to a tenant or a visitor, then, ultimately, action can be taken in the Magistrates Court (minor civil action jurisdiction) to recover the debt. If the notice has been given to the owner of a community lot, the penalty may be recovered by the corporation as if it were a contribution payable to the corporation, and interest will be payable on

the penalty amount in the same way as if it were such a contribution. [s 34(6)(d)]

Applying to revoke a penalty notice

A person who has received a penalty notice may, within 60 days after service of the notice, apply to the Magistrates Court for revocation of the notice [s 34(6)(e)]. A representative of the corporation will be required to attend the hearing and will have to show that, on the balance of probabilities, the person committed the alleged breach [s 34(6)(f)].

When an application to revoke a penalty is made, the requirement to pay the penalty is suspended until the matter is resolved [s 34(6)(g)].

The Court must revoke the penalty if it is not satisfied that the person breached the by-laws as alleged, or if it is satisfied that the alleged breach is trifling [s 34(6)(e)].

A breach may be regarded as 'trifling' if the circumstances surrounding the breach were such that the person ought to be excused from the imposition of a penalty on any of the following grounds [s 34(7)]:

- there were compelling humanitarian or safety reasons for the conduct that allegedly constituted the breach or
- the person could not, in all the circumstances, reasonably have averted the breach or
- the conduct allegedly constituting the breach was merely a technical, trivial or petty instance of a contravention of or failure to comply with the relevant by-laws.

Challenging the amount of the penalty or time to pay

If a person served with a penalty notice considers the amount of the penalty or the time given to pay the penalty to be oppressive, unreasonable or unjust, they may approach the corporation in the first instance (in writing to the secretary) to request that the amount and/or time be reviewed. If unsuccessful, an application may be made to the Magistrates Court to review the corporation's decision (see **Disputes**). While there is no time limit for such an application, be aware that the requirement to pay the penalty may not necessarily be suspended until the matter is resolved, and that interest may be payable on unpaid amounts. Legal advice would be useful in such matters.

General Meetings

A general meeting of owners must be held within three months of the commencement of a primary community corporation's end of financial year [s 82(1)]. This meeting is referred to as the 'annual general meeting'. The annual general meeting of a secondary or tertiary community corporation must be held within six months after the commencement of each financial year [s 82(2)].

However, the by-laws of a corporation with only two lots may say that an annual general meeting does not have to be held [s 35(1)(a)].

The rules about calling general meetings apply to both the annual general meeting and any other general meeting of owners.

A general meeting may be called by [s 81(1)]:

- the presiding officer, treasurer or secretary of the corporation
- any two members of the management committee
- a member or members of the corporation the value of whose lot entitlement or combined lot entitlements is 20 per cent or more of the aggregate value of all the lot entitlements
- a member or members of the corporation who holds, or who together hold, 20 per cent or more of the total number of community lots in the scheme, or
- on the order of the Magistrates Court following an application under s 141 (see **Disputes**).

At least fourteen days written notice of a general meeting must be given [s 81(2)]. The notice must set out the day, time and place of the meeting, and the meeting agenda [ss 81(2), (4)].

The day, time and place of the meeting must be reasonably convenient to a majority of the members of the corporation [s 81(3)].

AGENDA

The agenda of every general meeting must include [s 81(5)]:

- the text of any unanimous or special resolutions to be moved at the meeting

- a motion confirming the minutes of the previous general meeting.

In the case of the first statutory general meeting, the agenda must also include [s 80(2), reg 15]:

- the appointment of the presiding officer, treasurer and secretary
- the custody of the corporation's common seal and the manner of its use
- the corporation's recurrent and non-recurrent expenditure in its first financial year and the amount to be raised by contributions from owners of community lots to cover that expenditure
- the appointment of an auditor of the corporation's accounts in its first financial year or a special resolution that the accounts for that year need not be audited
- whether the policies of insurance taken out by the developer are adequate
- whether the corporation should establish a management committee
- the delegation of functions and powers by the corporation
- whether the by-laws of the scheme need amendment.

In the case of all subsequent annual general meetings, the agenda must also include [s 81(5)(d), reg 16]:

- presentation of the accounts for the previous financial year
- contributions to be paid by members for the current financial year
- presentation of copies of the corporation's insurance policies required by the Act (see **Community Corporation: Insurance**)
- presentation of any expenditure statements required by the Act (see **Financial Management**)
- if the corporation must have its annual statement of accounts audited (see **Financial Management**), the appointment of an auditor of the accounts for the current financial year
- the appointment of the presiding officer, treasurer and secretary of the corporation
- other appointments to be made or revoked by the corporation at the meeting
- discussion of the policies of insurance required by the Act to be held by the corporation
- the number of applications for relief made under Part

14 of the Act (see **Disputes**) and the nature of the claims or disputes the subject of those applications

- if it is proposed to enter into a contract, or renew or extend a contract, with a body corporate manager
 - > the text of the resolution to enter into, or renew or extend, the contract, and
 - > where and when a copy of the contract or proposed contract and the explanatory pamphlet (see **Body Corporate Managers**) can be viewed or obtained by members of the corporation
- proposed controls on expenditure by delegates of the corporation.

QUORUM

To work out the quorum required for a general meeting, divide the total number of members entitled to attend and vote (see **Voting at General Meetings**) by two, ignoring any fraction resulting from the division, and add one [s 83(4)].

Members may be present in person or by proxy or, if applicable, via remote communication (see below).

If a quorum is not present, the meeting must be adjourned for at least 7 days, but no more than 14 days, and written notice given to members of another meeting. If a quorum is not present at the second meeting, those present are entitled to work as a 'quorum', which means they can legally make decisions. [ss 83(5), (6)]

ATTENDANCE BY REMOTE COMMUNICATION

The by-laws of a corporation may make provision for attendance and voting at meetings by members by means of telephone, video-link, Internet connection or any similar means of remote communication. If the member complies with the requirements in the by-laws, they may attend and vote at a meeting by remote communication. [s 83(6a), reg 16A(3)(a)]

Alternatively, a member may request the secretary of the corporation, in writing, to attend and vote at the meeting by means of remote communication. If the secretary of the corporation makes the necessary arrangements to receive and record the member's attendance and voting at the meeting by remote communication, and the member complies with any requirements of the secretary in relation to the request, then the member may attend and vote at the meeting by remote communication. [s 83(6a), reg 16A(3)(b)]

A corporation is under no obligation to provide facilities for remote communication to members [s 83(6a)].

CHAIRING OF GENERAL MEETINGS

Presiding officer as chair

Generally, the corporation's presiding officer must chair meetings of the corporation [s 83(1)]. However, if the presiding officer is not present, another person at the meeting may be appointed to chair [s 83(3)]. Further, a motion may be moved at a meeting to allow the corporation's manager, or an employee of the manager, to chair. In this case, strict requirements must be followed.

Body corporate manager as chair

If it is proposed that the corporation's manager, or an employee of the manager, will chair a meeting of the corporation, a majority of those present and entitled to vote at the meeting must agree to this [s 83(3a)].

In addition, if it is proposed that the manager or their employee chair the meeting, the manager or employee must inform the meeting, before any vote is taken [reg 16A(2)]:

- of any proxies the manager holds for the meeting, and that the proxies are available for inspection (in accordance with the rules for proxy voting)
- that the manager may only chair the meeting if a majority of those present and entitled to vote agree
- that the manager may only vote on the question of who is to chair the meeting if the manager holds proxies specifically allowing them to vote on this
- that he or she has no right to prevent any member from moving or voting on any question or motion.

Disclosure of interest by chair

Any person chairing a meeting who has a direct or indirect pecuniary interest in any matter to be voted on at the meeting must disclose the nature of the interest to the members present at the meeting before the vote is taken, even if they themselves cannot or are not voting on the matter. Failure to do so is an offence with a maximum penalty of \$15 000. [s 85(2a)]

Voting at General Meetings

The owner of a community lot is entitled to attend general meetings of the corporation, and is entitled to vote if there are no outstanding amounts payable to the corporation in respect of the lot (ss 84(1), (14)). Lot owners generally have one vote [s 87(1)(a)]. However if the scheme is for commercial purposes this may be varied within the by-laws [s 87(1)(b)].

Where there is more than one owner of a lot and one of them has not been formally appointed to vote on behalf of all the owners (see **Proxy voting where there is more than one owner of a lot**), then [s 84(7)]:

- if only one of the owners attends a meeting, the vote is exercisable by that person
- if two or more of the owners attend a meeting, the vote is exercisable by one of them in accordance with an agreement between all the owners attending the meeting but, if there is no such agreement, none of them is entitled to vote.

The Act limits the voting power of the developer of a community scheme who owns one or more community lots. The developer is the person who was the registered proprietor of the land that now comprises the community parcel immediately before the lodgement of the plan of community division [s 3(1)]. The number of votes cast by the developer, and anyone 'associated' with the developer according to s 4(2), may not exceed the total of votes cast by other community corporation members [s 87(3)]. This is designed to prevent developers changing scheme descriptions and development contracts.

The owner of a development lot is not entitled to attend or to vote at general meetings in their capacity as the owner of that lot [s 84(2)].

DISCLOSURE OF INTEREST

A lot owner who attends and is entitled to vote (other than as a nominee) at a meeting of a community corporation and who has a direct or indirect pecuniary interest in any matter to be voted on at the meeting must disclose the nature of the interest to the members present at the

meeting before the vote is taken [s 85(2a)(a)]. Failure to do so is an offence with a maximum penalty of \$15 000.

Similarly, anyone who presides at a meeting of a community corporation and who has a direct or indirect pecuniary interest in any matter to be voted on at the meeting must disclose the nature of the interest to the members present at the meeting before the vote is taken [s 85(2a)(b)]. Failure to do so is an offence with a maximum penalty of \$15 000.

An owner of a community lot is not obliged to disclose an interest held in common with all of the owners of the community lots [s 85(2b)].

ABSENTEE VOTES

A lot owner may exercise an absentee vote by giving the secretary of the corporation written notice of the proposed vote at least six hours before the meeting [s 84(11)].

WRITTEN BALLOTS

A lot owner attending a meeting of the corporation may demand a written ballot on any question [s 84(12)]. A person attending a meeting via remote communication such as telephone [s 83(6a), reg 16A(3)] may participate in a written ballot if it is provided for in the corporation's by-laws, or if approved and arranged by the secretary. If the situation of a written ballot is not covered in the by-laws or arrangements this may prevent someone attending via remote communication from participating in a written ballot. However, the person presiding at a meeting has the power to manage a written ballot as they think fit [s 84(13)].

PROXY VOTING

A copy of each proxy nomination and any general power of attorney appointing a proxy applying in relation to a meeting must be made available by the secretary of the corporation (or, in the case of a nomination relating to the first statutory general meeting, the person initially presiding at the meeting) for inspection by persons attending the meeting before any matter is voted on at the meeting [s 85(10a)]. Failure to do so is an offence with a maximum penalty of \$500.

Proxy voting where there is one owner of a lot

A member may appoint another person to vote on their behalf [s 84(3)]. Even if a proxy nomination has been made, a member may attend and vote at meetings on his or her own behalf [s 84(5)(g)].

A proxy nomination is effective for a period of 12 months or such lesser period as may be specified in the written notice of nomination [s 84(5)(f)]. However, the nomination may be revoked earlier at any time by the

lot holder, by giving written notice to the secretary; any contract or agreement purporting to prevent revocation is unenforceable [s 84(5)(e)].

In addition, if the corporation's manager, or an employee of the manager, is nominated as a proxy, the nomination ceases to have effect on the person ceasing to be the corporation's manager or an employee of the manager [s 84(6a)].

A member may specify conditions on the proxy nomination [s 84(5)(c)], for example, how the proxy is to vote on certain matters.

The nomination of a person as a proxy of a member must [s 84(5)]:

- be sent in writing to the secretary of the corporation (except for the first statutory general meeting, when written notice must be given to the person initially presiding at the meeting), and
- specify whether the nominated person is nominated to attend and vote:
 - > at all meetings, and in relation to all matters, on behalf of the lot holder, or
 - > only at specified meetings, or in relation to specified matters, on behalf of the lot holder
- if the proxy is required to vote in a particular way on a matter in which the owner has a direct or indirect pecuniary interest (other than an interest that the owner has in common with all the owners of the community lots), specify the nature of the owner's pecuniary interest.

Failure to comply with these requirements will invalidate the nomination [s 84(5a)].

APPOINTMENT OF A PROXY BY GENERAL POWER OF ATTORNEY

If an owner appoints a person as their attorney under the *Powers of Attorney and Agency Act 1984* (SA) specifically for the purpose of attending and voting at meetings, or specified meetings, of the community corporation, the appointment is effective for a period of 12 months or such lesser period as may be specified in the power of attorney, unless the power of attorney is revoked earlier [s 85(9a)].

If such a general power of attorney appoints a body corporate manager as the owner's proxy, a copy of the instrument of appointment must be given to the secretary of the corporation before the meeting, or the first of the meetings, to which it relates [s 85(9b)].

Proxy voting where there is more than one owner of a lot

Where there is more than one owner of a lot, a person (who may, but need not, be one of the owners) may be nominated

by all of the owners to vote on their behalf [s 84(4)].

The owners may specify conditions in relation to the nomination [s 84(6)(ba)].

The nomination of a person as a proxy of multiple owners must [s 84(6)]:

- be made by written notice to the secretary of the corporation by all of the owners of the lot
- specify the meeting or meetings to which it relates
- if a specified condition requires the nominated person to vote in a particular way in relation to a matter in which an owner has a direct or indirect pecuniary interest (other than an interest that the owner has in common with all the owners of the community lots), specify the nature of the owner's pecuniary interest.

The nomination may be revoked at any time by one of the owners by written notice to the secretary [s 84(6)(c)].

If the corporation's manager, or an employee of the manager, is nominated as a proxy, the nomination ceases to have effect on the person ceasing to be the corporation's manager or an employee of the manager [s 84(6a)].

DISCLOSURE OF INTEREST BY A PROXY Declaration of a member's interest

If the nomination declares a lot owner's pecuniary interest in a matter (because the proxy is required to vote in a particular way in relation to the matter and the member has a direct or indirect pecuniary interest in the matter [see above: s 84(5)(d); s 84(6)(bb)]), then the proxy must declare the member's interest before the vote is taken [s 85(1)(b)]. Failure to declare the member's interest is an offence with a maximum penalty of \$15 000.

Declaration of a proxy's interest to the meeting

Similarly, if the proxy has a direct or indirect pecuniary interest in any matter to be voted on at the meeting, they must disclose the nature of the interest to the members present at the meeting before the vote is taken [s 85(1)(a)(ii)]. Failure to do so is an offence with a maximum penalty of \$15 000.

Declaration of a proxy's interest to the person who nominated them

If a proxy has a direct or indirect pecuniary interest in any matter to be voted on at a meeting, they must, if it is practicable to do so, disclose the nature of the interest to the person who nominated them before the vote is taken. If this is not practicable, they must disclose the nature of the interest to the person who nominated them as soon as practicable after the vote is taken. Failure to do so is an offence with a maximum penalty of \$15 000. [s 85(1)(a)(i)]

Types of Resolutions

ORDINARY RESOLUTIONS

An ordinary resolution is one passed at a properly convened meeting of the corporation by a simple majority of the votes of members present and voting on the resolution [s 3(1)]. Decisions of a corporation are made by ordinary resolution unless the Act or by-laws specify otherwise.

SPECIAL RESOLUTIONS

A special resolution is required to:

- vary the by-laws [ss 12(2), 39], except when the variation relates to the number of votes that may be cast in respect of each lot, when a unanimous resolution is needed
- allow an occupier of a lot who has been given exclusive use of part of the common property under s 36(1) to erect a building or install a fixture on the part of the common property of which they have exclusive use, or alter that part of the common property in any other way [s 36(4)]
- vary or end a development contract [s 50(2)]
- erect a building on or make any other improvements to (apart from establishing lawns or gardens) the common property [ss 75(3), (1)(c)]
- remove the presiding officer, treasurer or secretary from office [s 76(7)(h)]
- decide that the accounts for the corporation's first financial year need not be audited [s 80(2)(d)]
- revoke a decision that was originally required to be made by special resolution [s 89(2)]
- in relation to a strata scheme (except one solely or predominantly for non-residential purposes), authorize the erection, alteration, demolition or removal of a building, or changes to the external appearance of a building [s 102(1)]
- authorize acquisition of property (other than a freehold or leasehold interest in land) worth less than \$5,000 [s 112(3)(b), reg 18(2)(b)]
- dispose of excess funds in the administrative fund or the sinking fund [s 117]
- exceed the prescribed limitation on the corporation's expenditure [s 119, reg 21].

Special resolutions must be proposed by at least 14 days written notice to all community lot owners, including the text of the proposed resolution and the reasons for the proposed resolution [s 3(1), reg 2(2)].

When there are only two community lots

When there are only two lots, both owners must agree to achieve a special resolution [s 3(1)].

When there are three community lots

When there are three community lots and the owner of each lot is entitled to one vote, a special resolution is achieved if the resolution is passed at a properly convened meeting of the corporation at which either no vote, or only one vote, is cast against the resolution [s 88].

When there are four or more community lots

When there are four or more community lots, a special resolution is achieved if the resolution is **passed** at a properly convened meeting of the strata corporation **and** the number of votes (if any) cast against the resolution is 25% or less of the total number of votes that could be cast at a meeting at which all lot owners are present and entitled to vote [s 3(1)].

SPECIAL RESOLUTION EXAMPLE 1

Example: There are 60 lots and 31 lot owners attend, in person or by proxy or via remote communication (31 is the minimum required for a quorum).

If the number of lots is 60,

then: the total number of votes that could be cast at a meeting at which all lot owners are present and entitled to vote is 60

and: 25% of 60 = 15

thus: for the resolution to pass, only 15 votes may be cast against it.

Assuming the meeting has been validly called and 31 of the 60 lot owners are present,

then: 16 votes are required for the motion to pass (majority vote), and the motion fails if more than 15 vote against it.

result of vote	against	for	abstain
Pass	15	16	0
Fail	15	15*	1
	16	15	0

* Even though there are only 15 votes against, 15/31 votes in favour is not enough to pass the resolution.

SPECIAL RESOLUTION EXAMPLE 2

Example: There are 60 lots and 40 lot owners attend, in person or by proxy or via remote communication.

If the number of lots is 60,

then: the total number of votes that could be cast at a meeting at which all lot owners are present and entitled to vote is 60

and: 25% of 60 = 15

thus: for the resolution to pass, only 15 votes may be cast against it.

Assuming the meeting has been validly called and 40 of the 60 lot owners are present,

then: 21 votes are required for the motion to pass (majority vote), and the motion fails if more than 15 vote against it.

result of vote	against	for	abstain
Pass	15	25	0
	15	21	4
Fail	14	20*	6
	15	20**	5
	16	20	4
	16	24	0

* Although there are only 14 votes against, 20/40 votes is not enough to pass the resolution.

** Although there are only 15 votes against, 20/40 votes is not enough to pass the resolution.

UNANIMOUS RESOLUTIONS

A unanimous resolution is achieved if the resolution is passed without any dissenting (opposing) vote; that is, nobody must vote against the resolution.

The resolution must be proposed by at least 14 days written notice to all community lot owners, including the text of the proposed resolution and the reasons for the proposed resolution [s 3(1), reg 2(3)].

Any lot owner who does not attend (or send a proxy to vote), or attends and chooses not to vote, is not counted as a dissenting vote.

Unanimous resolutions are required to:

- decide to apply to the Registrar-General to amend the schedule of lot entitlements [s 21(3)]
- amend the scheme description [s 31]
- decide to apply for the amendment of a deposited community plan, when the corporation is the applicant [s 52(2)]
- decide to apply to amalgamate with another community plan [s 60(4)]
- decide to use the common property or the property of the corporation to produce income [s 75(4)(c)]
- vary the number of votes prescribed by the by-laws that may be cast in respect of each community lot [s 87(2)]
- revoke a decision that was originally required to be made by unanimous resolution [s 89(1)]
- decide to apply money received from an insurance claim for purposes other than making good the loss in respect of which the money was paid [s 105]
- grant an easement over the common property, or consent to the extinguishment of an easement that was granted for the benefit of the common property [s 110(1)]
- grant a right to occupy the whole or a part of the common property to the exclusion of all or some of the owners or occupiers of the community lots [s 111(1)]
- authorize acquisition of freehold or leasehold interest in land [s 112(3)(a)]
- authorize acquisition of property (other than a freehold or leasehold interest in land) worth \$5 000 or more [s 112(3)(b), reg 18(2)(a)]
- determine contributions other than on the basis of lot entitlement [s 114(3)]
- exceed the prescribed limitation on the corporation's expenditure [s 119, reg 21]

- in the case of a residential community scheme with not more than 6 community lots, decide not to have the statement of accounts for that financial year audited [s 138(4)(c)].

WHEN A UNANIMOUS OR SPECIAL RESOLUTION IS NOT OBTAINED

Where a unanimous resolution is necessary but only the votes necessary for a special or ordinary resolution are obtained, or where a special resolution is required but only an ordinary resolution is passed, then a person included in the majority in favour of the resolution may apply to the Magistrates Court or the District Court to have the resolution declared sufficient to authorize the particular act proposed [s 149].

Notice of an application to convert the resolution must be served on every person who voted against the resolution, and every person who was entitled to vote but did not. The court may also order that any other person the court declares to have a sufficient interest in the proceedings be served with notice of the application. The court may direct that any such persons be joined as a party to the proceedings. [s 149]

Management Committee

The corporation can choose to run all of its business through general meetings or it can, by ordinary resolution [s 90(2)], set up a management committee [s 90(1)] to carry out the functions and perform the duties of the corporation within the limits of the committee's powers [s 92(1)]. The committee cannot delegate its functions or powers, but the corporation can appoint someone, such as a body corporate manager, to assist the committee to carry out its role [s 92(3)].

POWERS AND RESPONSIBILITIES OF THE MANAGEMENT COMMITTEE

The management committee has full power to transact any business of the corporation [s 92(2)], except that:

- the corporation may impose limitations in the by-laws on what the committee can do [s 92(2)], and
- the committee does not have the power to do anything for which a special or unanimous resolution is required [s 92(4)].

If a management committee is considering a controversial issue, such as raising special levies, it may be sensible to give advance notice of this to all lot owners.

MEMBERSHIP OF THE MANAGEMENT COMMITTEE

A management committee is appointed by an ordinary resolution at a general meeting of the corporation [s 90(2)]. The corporation's office bearers (presiding officer, treasurer and secretary) must be members of the committee [s 90(3)]. All members of the committee must be natural persons (not, for example, companies) [s 90(3)]. In a residential, or mainly residential, scheme, the members of the management committee must be members of the corporation (lot owners), but, if a body corporate is a lot owner, the person appointed by it to vote at meetings is taken to be a member of the corporation [s 90(4)].

A member can be appointed for up to a year, with all positions becoming vacant no later than the next annual general meeting of the corporation [s 91(1)].

A vacancy will arise before the annual general meeting if the member:

- is an office bearer and ceases to be an office bearer [s 91(2)(d)]

- resigns in writing to the secretary [s 91(2)(e)] (note that an office bearer may not resign from the committee while continuing to act as an office bearer)
- dies or sells their lot [ss 91(2)(a), (c)]
- becomes bankrupt or applies to take the benefit of a law for the relief of insolvent debtors [s 91(2)(f)]
- is convicted of an indictable offence (an offence that may be heard before a jury) or is imprisoned for any offence [s 76(7)(g)].

A member may be removed by ordinary resolution of the corporation (not the committee) on the grounds of misconduct, or neglect of duty, or incapacity or failure to carry out satisfactorily the duties of the office [ss 91(2)(h), (3)].

If there is a casual vacancy in the membership of the committee, the management committee may appoint a suitable person to fill the vacancy [s 97].

Duty of honesty

A committee member must at all times act honestly in the performance of their duties. Failure to do so is an offence with a maximum penalty of \$4 000, or, if an intention to deceive or defraud is proved, \$15 000 or four years imprisonment [s 96(1)].

A committee member must not make improper use of their official position to gain a personal advantage for themselves or another. Doing so is an offence with a maximum penalty of \$15 000 or four years imprisonment [s 96(2)].

Immunity of committee members from liability

A committee member is not personally liable for an act or omission while acting, or purportedly acting, as a committee member unless the act or omission was dishonest or negligent [s 99(1)]. The corporation is liable for the acts or omissions of committee members, except in the case of dishonesty or negligence [s 99(2)].

MEETINGS OF THE MANAGEMENT COMMITTEE

A management committee must keep minutes of its meetings [s 94(7)].

A management committee meeting may be called by the presiding officer, treasurer or secretary, or by any two members of the committee [s 93(1)].

At least three days written notice of a management committee meeting must be given [s 93(2)]. The notice must set out the day, time and place of the meeting, and the meeting agenda [ss 93(2), (4)].

The day, time and place of the meeting must be reasonably convenient to a majority of the members of the committee [s 93(3)].

Chairing

The presiding officer chairs committee meetings, but in the absence of the presiding officer, the members present may appoint another member to chair the meeting [s 94(1)].

Decisions and disclosure of interest

Decisions of the management committee are made by majority vote [s 94(3)].

It is an offence with a maximum penalty of \$15 000 if a committee member who has a direct or indirect pecuniary interest (apart from an interest arising solely from the fact that the member is also a member of the community corporation [s 95(4)]) in a matter under consideration by the committee does not disclose the nature of the interest to the committee or takes part in any discussions or decisions of the committee in relation to that matter [s 95(1)].

Any disclosure of interest must be recorded in the minutes of the committee [s 95(3)].

Decisions without meeting

A decision may be made by a committee without meeting if [s 94(6)]:

- written notice setting out the proposed decision is served on every committee member, and
- within seven days after the notice is served on all members of the committee a majority of the members give written notice to the secretary setting out the proposed decision and expressing their agreement with it.

Proxies

A committee member may appoint another committee member or a member of the community corporation to act as their proxy at a committee meeting that the member is unable to attend [s 94(5)].

Quorum

To work out the quorum required for a management committee meeting, divide the total number of members of the committee by two, ignoring any fraction resulting from the division, and add one [s 94(2)].

EXAMPLE 1

If the corporation has resolved that the management committee has five members, then:

- divide 5 by 2 (= 2 ½)
- ignore the half (= 2)
- add one (= 3)

So the quorum for a management committee with five members is three.

EXAMPLE 2

If the corporation has resolved that the management committee has eight members, then:

- divide 8 by 2 (= 4)
- add one (= 5)

So the quorum for a management committee with eight members is five.

Financial Management

SINKING FUND AND ADMINISTRATIVE FUND

A community corporation must establish a sinking fund (for non-recurrent expenditure only) and an administrative fund (for all other expenditure) [ss 116(1)-(2)]. However, the by-laws of a corporation with only two lots may exempt the corporation from the requirement to have an administrative and sinking fund [s 35(1)(d)].

Non-recurrent expenditure is expenditure for a particular purpose that is normally made less frequently than once a year [s 3(1)]. Recurrent expenditure is expenditure for a particular purpose that is normally made every year or more frequently [s 3(1)].

Money received by a corporation, including contributions of lot owners, must generally be credited to the sinking or administrative fund according to the purpose for which the money will be used [s 116(4)].

EXPENDITURE STATEMENTS

An expenditure statement must be presented by a corporation to each annual general meeting of the corporation. The statement must include [s 113(1)]:

- for the current financial year, the estimated expenditure of a recurrent nature and the estimated expenditure of a non-recurrent nature
- the estimated expenditure in future years for which funds should be raised now and held in reserve
- the amount to be raised by way of contributions from lot owners to cover the current financial year expenditure and reserve funds.

Some corporations must also include a forward budget (a 'sinking fund' budget) as part of the expenditure statement.

Forward budget (sinking fund budget)

For corporations with seven to twenty lots, and with improvements on the common property insured for \$100 000 or more, a forward budget must be presented at each annual general meeting, as part of the expenditure statement. The forward budget must include proposed expenditure (other than recurrent expenditure) for a three year period. New information must be

presented about proposed non-recurrent expenditure every three years. [s 113(1)(aa), reg 18A].

For corporations with more than twenty units, and with improvements on the common property insured for \$100 000 or more, the forward budget presented at each annual general meeting must include proposed expenditure (other than recurrent expenditure) for a five year period. New information must be presented about proposed non-recurrent expenditure every five years. [s 113(1)(aa), reg 18A]

EXEMPT CORPORATIONS

Community corporations with six or less community lots and community corporations with buildings and improvements on the common property insured for less than \$100 000 are not required to present a forward budget as part of their expenditure statement at their annual general meeting [reg 18A(3)].

AUDIT OF ACCOUNTS

A community corporation must have its annual statement of accounts audited unless it is exempted from this requirement [s 138(1)].

The auditor must be a registered company auditor within the meaning of the *Corporations Act 2001* (Cth) [s 138(2)]. A member of the corporation and any person who has a personal or pecuniary interest in the results of an audit must not be appointed as auditor [s 138(3)].

Exempt corporations

An annual statement of accounts in respect of a financial year need not be audited in any of the following circumstances.

- If the aggregate of the contributions made or to be made by members of the corporation in respect of that year does not exceed \$20 000 AND the balance standing to the credit of the administrative fund at the commencement of that year does not exceed \$20 000 AND the balance standing to the credit of the sinking fund at the commencement of that year does not exceed \$20 000 [s 138(4)(a), reg 24].
- If all community lots are owned by the same person [s 138(b)].
- If the community scheme consists only of lots used for residential purposes AND there are not more than 6 community lots AND the community corporation, by unanimous resolution, resolves not to have the statement of accounts for that financial year audited [s 138(4)(c)].

- If the by-laws of a community corporation with two lots exempt the corporation from the requirement to have its statement of accounts audited [s 35(1)(c)].

Authorizing expenditure

Depending on the amount the corporation proposes to spend, different types of resolutions are needed in order to authorize the expenditure [s 119, reg 21].

If the proposed expenditure is less than the number of community lots in the scheme x \$2000, an ordinary resolution is required.

If the proposed expenditure is more than the number of community lots in the scheme x \$2000 and less than the number of community lots x \$5000 then a special resolution is required.

If the proposed expenditure is more than the number of community lots in the scheme x \$5000, then a unanimous resolution must be passed to authorize the expenditure.

Body Corporate Managers

Many corporations choose to appoint a manager to assist in running the affairs of the corporation, or to assist the management committee in carrying out its role.

A manager can only carry out the powers and functions delegated to them by the corporation and stated in the contract appointing them. A manager does not have any powers independent of the corporation. Managers have to act in the best interests of the corporation; if they do not, they can potentially be sued for negligence by the corporation.

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

APPOINTING A MANAGER

Managers can be appointed at a general meeting by an ordinary resolution [s 78A(3)].

The appointment should specify the powers or functions being delegated to the manager. The delegation may have conditions imposed upon it [s 78A(5)(a)]. Even if a delegation of a function or power has been made, this does not prevent the corporation from carrying out the function or power itself [s 78A(5)(b)].

A community corporation may delegate the following functions and powers to a manager [s 78A(2)]:

- the receipt and holding of money and other personal property on behalf of the corporation
- payment of money on behalf of the corporation
- the preparation of statements of expenditure and proposed expenditure and statements of accounts
- the collection of money due to the corporation
- entering into contracts of insurance with insurers on behalf of the corporation
- maintaining and keeping records on behalf of the corporation

- issuing and signing notices on behalf of the corporation
- preparing minutes of meetings of the corporation
- providing information as required by the Act on behalf of the corporation
- investing money on behalf of the corporation
- arranging for the maintenance and repair of the common property on behalf of the corporation.

A manager cannot be given power to do anything that requires a special or unanimous resolution of the corporation [s 78A(4)].

If it proposed to appoint a manager (or extend or renew a manager's contract) at an annual general meeting, then the agenda for the meeting must include certain items relating to the relevant contract and controls on expenditure [s 81(5)(d), reg 16] (see **General Meetings**).

Documents to be provided

The following requirements must be met when appointing a paid manager, or renewing or extending a contract with a paid manager.

At least five clear days before the date of the meeting at which the corporation is to consider whether or not to enter into a contract with a manager, the manager must make available for inspection by members [s 788(8), reg 14(1)]:

- a pamphlet setting out the role of the manager and the rights of the corporation
- a copy of the proposed contract, which must have attached to it a copy of the schedule to the policy of professional indemnity insurance maintained by the manager.

THE PAMPHLET

The pamphlet must specify the rights of the corporation to [reg 14(4)]:

- inspect records held by the manager
- revoke the delegation of a particular function of the manager
- appoint the manager as a proxy and revoke that appointment
- be informed of any payment that the manager receives from another trader for placing the corporation's business
- terminate the contract
- apply to the Magistrates Court for a resolution of any dispute.

THE CONTRACT

The contract must [s 78B(3), reg 14(3)]:

- be in writing
- specify the term of the contract
- set out the functions or powers to be delegated
- specify the rights of the corporation if it wishes to end the contract after 12 months
- set out the remuneration payable to the body corporate manager in respect of the work performed in exercising the delegated functions or powers, or set out the basis on which such remuneration is to be calculated
- contain a statement verifying that the body corporate manager is insured under a policy of professional indemnity insurance as required by the Act and an undertaking by the body corporate manager that the body corporate manager will maintain that insurance throughout the life of the contract
- contain an undertaking by the body corporate manager that the body corporate manager will allow any member of the corporation to inspect, at any time during ordinary business hours, the records of the corporation in the possession or control of the body corporate manager and specifying how an inspection can be arranged
- have annexed to it a copy of the schedule to the policy of professional indemnity insurance maintained by the manager.

THE PROFESSIONAL INDEMNITY INSURANCE POLICY SCHEDULE

The professional indemnity insurance policy schedule must state [reg 14(1)]:

- the name of the body corporate manager
- the name of the insurer
- the nature of the policy
- the amount for which indemnity is provided under the policy.

DUTIES OF MANAGERS**Professional indemnity insurance**

A manager must have professional indemnity insurance of at least \$1.5 million per claim during a period of 12 months [reg 14(2)]. A corporation's manager must maintain this level of professional indemnity cover while working for the corporation; if not, the manager does not have to be paid for any period of time they were not covered [s 78B(2)(c)].

Duty to act in the best interests of the corporation

When doing work for the corporation, a manager must [s 78C(2)]:

- act honestly and in good faith
- exercise due care and diligence
- not make improper use of their position to gain, directly or indirectly, an advantage personally or for any other person.

Disclosure of interest

If a manager, or their employee or agent, has a direct or indirect pecuniary interest in a matter in relation to which they propose to perform delegated functions or powers, the manager must disclose the nature of the interest, in writing, to the corporation before performing the functions or powers [s 78D(1)]. Failure to do so is an offence, with a maximum penalty of \$15 000.

EXAMPLE 1:

If a manager (or their employee or agent) would receive a commission from a building maintenance company for contracting them to maintain the corporation's common property, the manager would have to inform the corporation in writing about the commission before entering into a contract with the company.

EXAMPLE 2:

If a manager (or their employee or agent) has an interest in a maintenance company, such as a company set up by the manager, the manager must inform the corporation in writing about the interest before entering into a contract with the company. The relationship between the manager and the company may not be obvious, particularly if the company has an unrelated name.

EXAMPLE 3:

If a manager (or their employee or agent) is related to a service provider such as a plumber or builder, then the manager must inform the corporation in writing about the relationship before entering into a contract with the service provider.

Access to records**CORPORATION RECORDS**

A manager who holds records of the corporation must, at the request of any member of the corporation, make those records available for the member to inspect within 10 business days of the request, and provide the member with a copy of any of the records on payment of a fee (the maximum fee is regulated) [s 78D(7), reg 14A(3)]. Failure to do so is an offence with a maximum penalty of \$500.

THE MANAGER'S DEALINGS WITH THE CORPORATION'S MONEY

If a corporation member requests, a manager must provide the member, on a quarterly basis, with a statement setting out details of the manager's dealings with the corporation's money. The manager must continue to provide the statements until the person ceases to be a member or revokes their request [s 78D(5)]. Failure to provide this information when requested is an offence with a maximum penalty of \$500.

PROFESSIONAL INDEMNITY INSURANCE POLICY

The body corporate manager must, at the request of any member of the corporation, make a copy of the body corporate manager's policy of professional indemnity insurance available for inspection and copying by the member within three business days of the request [s 78B(9)]. Failure to do so is an offence with a maximum penalty of \$500.

Trust account audits

Managers or any agent who is authorized by the corporation to receive and hold money on behalf of the corporation are under strict legal obligations. Detailed and complete records must be kept of all financial transactions in relation to the corporation [ss 126(1), (2)] and these records must be kept by the manager or agent for at least five years [s 126(4)]. An audit report of the manager's trust account in relation to a corporation must be forwarded to the secretary of the strata corporation each financial year [s 127(1)(b)]. Any manager or agent who fails to comply with any of these requirements is guilty of an offence with a maximum penalty of \$8 000.

In addition, a statement setting out details of dealings by the manager or agent with the corporation's money must be produced to the corporation upon request by the corporation, and within five business days of the request [s 126(3)]. Failure to do so is an offence with a maximum penalty of \$500.

ENDING A MANAGER'S CONTRACT

A corporation's contract with a manager must state the term of the contract [s 78B(3)(b)]. If a corporation wishes to end a contract before the end of the term because it believes the manager is not performing well, it would be advisable for the corporation to obtain legal advice. If the corporation believes the manager has breached their duty to act in the best interests of the corporation, or any other duties under the *Community Titles Act 1996* (SA), the corporation is entitled to seek to end the contract. If the corporation and the manager cannot agree about a proposed termination, or the terms of a termination, the dispute resolution process set out in the

Act may be used (see **Disputes**). This process involves making an application to the Magistrates Court (minor civil action jurisdiction).

A corporation may, by ordinary resolution, end a manager's contract that is for a period of over 12 months, which is taken to include any renewal period at the option of the manager, after the contract has run for 12 months. The corporation must give at least 28 days written notice of the termination, although the notice period can be less if agreed in the contract. [ss 78B(4), (5), (7)]

Return of corporation records and trust money

If a corporation revokes the delegations it has given to a manager (effectively, if the corporation dismisses the manager or if the contract between them is not renewed), then the manager must return all corporation records and trust money within 10 business days of the delegations being revoked [s 78D(6); reg 14A(1)-(2)]. Failure to do so is an offence with a maximum penalty of \$2 000.

Records must either be returned by mail sent by registered post, or be made available for collection [reg 14A(1)].

Trust money must either be returned by electronic funds transfer, or by cheque sent by registered post, or be made available for collection [reg 14A(2)].

Owners' rights and responsibilities

The key rights of lot owners are contained in the by-laws of the corporation and in provisions of the Act related to access to information (see **Community Corporation: Access to information**).

RIGHT OF ENTRY in relation to service infrastructure

A lot owner may need to enter a lot in order to set up, maintain or repair service infrastructure. If so, the lot owner wishing to enter must give notice to the other owner [s 146(1)(a)]. Similarly, if a lot owner needs to enter the common property because they have the right to set up, maintain or repair service infrastructure, the lot owner must notify the corporation [s 146(1)(a)], unless they have the right to enter the common property [s 146(2)(c)(i)]. The amount of notice required is whatever is reasonable in the circumstances [s 146(3)].

If the situation is an emergency and there is no time to give notice, then notice need not be given [s 146(2)(a)]. A lot owner may agree that their lot can be entered without notice [s 146(2)(b)], as may the corporation in relation to the common property [s 146(2)(c)(ii)].

If the owner or a person acting on the owner's behalf cannot enter the lot without using force, such force as is reasonable in the circumstances may be used [s 146(4)]. Any damage caused by the use of force must be made good as soon as practicable by the owner, unless the need for force was the result of an unreasonable act or omission on the part of the owner of the lot that was entered [s 146(5)].

in an emergency

In an emergency, the owner or occupier of a lot may enter another lot or the common property to assist a person on the lot or common property, or to prevent or reduce damage to the lot or another lot or to the common property [s 146(6)].

An owner or occupier who uses force when entering a lot or the common property, or a building on a lot or the common property, to assist in an emergency is not liable

for any damage caused if they acted reasonably in the circumstances [s 146(7)].

to a lot via common property

A person who is entitled to enter a lot is entitled, where reasonably necessary, to enter the common property in order to gain access to the lot.

MAINTENANCE AND REPAIRS

Owners of a lot are responsible for the maintenance and repairs of their own property, and must keep the lot, and buildings and improvements on the lot, in good order and condition [s 134(1)], unless the corporation's by-laws have transferred this responsibility to the corporation [s 134(2)]. If owners do not fulfil their responsibilities of maintenance and repair, the community corporation may require the work be done within a set time [s 101(1)(a)] (see **Community Corporation: Powers of the corporation**).

An occupier of a lot must keep the external part of the lot and of any building or other improvement on the lot in a clean and tidy condition [s 134(4)]. If a tenant is occupying the lot and does not fulfil this requirement, the corporation can require the lot owner to remedy the situation [s 101(1)(b)(i)] (see **Community Corporation: Powers of the corporation**).

INSURANCE

Where support or shelter required by an easement pursuant to the Act is provided by a building situated on a lot, the owner of the lot must insure the building against risks that a normally prudent person would insure against for the full cost of replacing the building with new materials and must insure against incidental costs such as demolition, site clearance and architect's fees [s 106(1)]. Failure to do so is an offence with a maximum penalty of \$15 000.

A lot owner who is required to insure a building under s 106(1) must provide a photocopy of the current certificate of the insurance that they have taken out to the community corporation as soon as practicable after taking out the policy and after any subsequent change to the terms and conditions of the policy [s 106(2)(a), reg 17]. Failure to do so is an offence with a maximum penalty of \$500.

A lot owner must also provide a photocopy of the current certificate of the insurance policy to another owner or prospective owner, or the registered mortgagee or prospective mortgagee, of a community lot or a development lot that benefits from the easement. The copy must be provided within five business days after the making of the request [s 106(2)(b), reg 17]. Failure to do so is an offence with a maximum penalty of \$500.

COMPLIANCE WITH THE BY-LAWS

Lot owners have certain responsibilities as outlined in the corporation's by-laws, with which they are required to comply [s 43(1)]. The corporation may require and enforce work on a lot to remedy a breach of the corporation's by-laws, even if the breach was by a former lot owner, an occupier (tenant) or former occupier [s 101(1)(b)(i)] (see **Community Corporation: Powers of the corporation**).

NON-INTERFERENCE

An owner or occupier of a lot must not use, or permit the use of, the lot or the common property in a way that causes a nuisance or interferes unreasonably with the use or enjoyment of another lot or the common property [s 133].

An owner or occupier of a lot must not interfere, or permit interference, with support or shelter provided for another lot or for the common property [s 132(1)], or with the service infrastructure or a service provided by means of the service infrastructure in a way that may prejudice the use or enjoyment of another lot or the common property [s 132(2)].

CONTRIBUTIONS

Lot owners must keep up their contributions to the corporation. If the funds are not paid, they are recoverable as a debt [s 114(8)], which means the corporation can sue the lot owner for the money, possibly with interest added at a rate reasonably decided by the corporation [s 114(4)(b)]. If you buy a lot and there is a contribution owing, you as the new owner are legally responsible for that contribution [s 114(7)]. Check carefully before buying any lot, as there may be debts outstanding in relation to it.

DEBTS OF THE CORPORATION

Lot owners are guarantors of their community corporation's liabilities, which means the corporation's debts are enforceable against each of the lot holders directly [s 77].

If the corporation does not or cannot pay its debts, the individual lot owners are personally responsible. The corporation's debts are enforceable against each or any of the lot owners directly [s 77(1)]. If the corporation has a debt, the lot owners have, amongst themselves, the right of contribution to the debt based on their respective lot entitlements [s 77(2)].

STRUCTURAL WORK Community schemes

Lot owners in a community scheme may carry out structural work on their lots, subject to Council approval

where necessary and compliance with the scheme description and by-laws. The scheme description must specify the standard of buildings and other improvements that may be erected on a lot [s 30(1)(d)]. The by-laws may also regulate [s 34(3)(a)]:

- the position, design, dimensions, methods and materials of construction and external appearance of buildings or other improvements on community lots
- the maintenance and repair of buildings or other improvements on community lots
- landscaping, including the establishment, care and maintenance of lawns, gardens and other areas on community lots.

In addition, the by-laws may impose requirements or restrictions relating to the appearance of community lots or buildings or other improvements situated on community lots [s 34(3)(b)].

Community strata schemes (residential)

Lot owners in a residential community *strata* scheme must seek permission from the corporation before carrying out the erection, alteration, demolition or removal of a building, or altering the external appearance of a building [ss 102(1), (7)]. The corporation will need to pass a special resolution to authorize the work [s 102(1)(b)]. An exception is if work is required because of an order under the *Housing Improvement Act 1940* (SA), when no permission is needed [s 102(1a)].

If a lot owner carries out work without permission, the corporation may, by notice in writing to the owner of the lot, require them to carry out, within a reasonable period fixed in the notice, specified work to remedy any structural deficiency caused by the work or to restore the lot to its previous state [s 102(2)].

If the lot owner does not comply with the corporation's notice within the time allowed in the notice, the corporation may authorize workers to enter the lot to carry out the specified work [s 102(3)], as long as reasonable notice of the proposed entry is given to the lot owner [s 102(4)].

If force is necessary to enter a lot to carry out work in the corporation's notice, an order authorizing the entry must be obtained from the Magistrates Court [s 102(5)].

Any cost reasonably incurred by the corporation in having the work carried out may be recovered as a debt from the owner of the lot [s 102(6)].

Disputes

MEDIATION

Mediation SA can assist to resolve disputes between the corporation and a lot owner or occupier, or between owners or occupiers. In addition, the Service can assist if one of the parties to a dispute is not associated with the community corporation, such as the owner of a neighbouring property. Mediation SA provides a free, confidential and unbiased service available to all residents of South Australia (see **Contacts**).

Mediation is particularly worth considering for disputes in relation to community titles as it is more likely than legal action to enhance and preserve positive relationships.

Mediation is a voluntary process where trained mediators work with people to help them resolve their differences. Mediation SA can become involved in a dispute at the request of at least one of the parties. If an approach is made to Mediation SA, the Service can write to invite the other party to discuss the problem and participate in mediation. Because attendance is voluntary from both sides, any party may withdraw from the resolution process at any time.

The role of the mediator is to listen, ask questions and ascertain the facts, not to blame anyone or take sides. With all the information provided by the parties, the mediator can help people to put together an agreement. The agreement is not legally binding, but is made in good faith.

The advantages of mediation as a way to resolve disputes are:

- it can save on court and solicitor cost for both parties
- it can contribute to the early resolution of problems, thereby reducing stress and anxiety
- it allows both parties to take responsibility for their role and gives them the opportunity to resolve their own disputes
- mediation sessions are conducted in private, unlike court proceedings.

If no resolution can be worked out then an application may be made to the court to decide the matter.

COURT PROCEEDINGS

Who can make an application to the court?

Not all disputes can be taken to court. Those who can make an application are [s 141]:

- the corporation
- the owner or occupier of a community lot
- the owner or occupier of a development lot
- a person who has contracted to purchase a community lot or a development lot
- any other person bound by the by-laws of a community scheme, except for persons invited to or visiting the community land.

What disputes can be taken to court?

Only the types of disputes outlined in the Act may be heard by the court – these are situations where [s 142(1)]:

- a breach of the Act or the corporation by-laws is alleged
- an occupier claims to have been prejudiced by a wrongful act or omission of the corporation, management committee, the developer, or the owner or occupier of another lot
- a member of a community corporation claims that a decision of the corporation or the management committee is unreasonable, oppressive or unjust
- the community corporation and a corporation member, or two or more corporation members are in dispute about the occupation or use of a lot, or the position in which a cable, wire, pipe, sewer, drain, duct, plant or equipment should be laid or installed, or
- an order authorizing a person to use force to enter a lot or a building on a lot is sought.

Which court hears disputes?

An application to resolve a dispute must usually be made to the Magistrates Court [s 142(2)]. An application is heard as a minor civil action [s 149A], unless it involves enforcement of a development contract under s 49(2), when it is heard in the general claims jurisdiction of the Magistrates Court.

If the matter is particularly complex or significant [s 142(5)], an applicant can seek the permission of the District Court to commence proceedings there [s 142(3)], or a party may seek to transfer a matter from the Magistrates Court to the District Court [s 142(4)].

A court may, on its own initiative or on an application by a party to the proceedings, transfer a matter to the Supreme Court on the ground that the application raises a matter of general importance [s 142(6)(a)]. Similarly, a court may, on its own initiative or on an application by a party to the proceedings, state a question of law for the opinion of the Supreme Court [s 142(6)(b)].

A court may decline to proceed with an application to resolve a dispute if it considers that it would be more appropriate for proceedings to be taken in another court or tribunal [s 142(15)].

Orders that can be made

The court has power to make a range of orders under s 142.

A person who fails to comply with an order under s 142 is, in addition to being liable to punishment for contempt [s 142(14)], guilty of an offence with a maximum penalty of \$15 000 [s 142(13)].

- If appropriate, the court may attempt to achieve settlement of the proceedings by agreement between the parties [s 142(8)(a)].
- The court may order that reports or other information be provided for the purposes of the proceedings. In addition, it can order that accounts be audited or that a person be reimbursed for the costs of having any accounts audited, [ss 142(8)(b)-(ba)]
- The court may [ss 142(8)(c)-(d)]:
 - > specify action that a party must take to remedy any default, or to resolve any dispute, or
 - > specify action that a party must refrain from doing.
- The court may give judgment on any monetary claim [s 142(8)(f)].
- The court may determine the position in which a cable, wire, pipe, sewer, drain, duct, plant or equipment is to be laid or installed [s 142(8)(g)].
- The court may:
 - > make a declaration as to the validity of any decision or purported decision of the corporation [s 142(da)]
 - > vary or reverse any decision of the corporation, or of the management committee of the corporation or of a delegate of the corporation [142(8)(e)(ii)].

In relation to by-laws, the court may:

- make a declaration as to the validity of any by-law or purported by-law of the corporation [s 142(da)]
- alter the by-laws of the community scheme, and make any necessary consequential changes to the scheme description and development contracts [142(8)(e)(i)], but only if [s 142(9)]:
 - > the corporation is a party to the proceedings or the court is satisfied that the corporation has been given a reasonable opportunity to become a party to the proceedings, and

- > if it appears to the court that the alteration could adversely affect a member of the corporation who is not a party to the proceedings, the court is satisfied that the member has been notified of the possibility that such an order could be made and has been given a reasonable opportunity to make submissions to the court in relation to the matter, and
- > the court is satisfied that the order is essential to achieving a fair and equitable resolution of the matters in dispute.

In relation to contracts, the court may [s 142(8)(ea)]:

- vary, avoid or terminate a contract entered into (regardless of when it was entered into) between a community corporation and any of the developer, an associate of the developer, the body corporate manager, or an associate of the body corporate manager, but only if:
 - > the court is satisfied that the contract involves a breach of fiduciary duties or other duties under the Act [s 142(9a)].

The court may also [ss 142(8)(h)-(i), s 142(10)]:

- make orders as to costs
- make any incidental or ancillary orders
- in an urgent case, make an interim order to safeguard the position of any person pending its final decision.

APPOINTMENT OF AN ADMINISTRATOR

The District Court or the Magistrates Court may appoint an administrator to administer the affairs of the corporation [s 100(1)] in cases where governance has broken down to an extent that the group is not functioning. An administrator has, while the appointment remains in force, full and exclusive power to administer the affairs of the community corporation, including power to do anything for which a special or unanimous resolution of the corporation is required [s 100(2)].

An application to appoint an administrator may be made by [s 100(1)]:

- a community corporation
- a creditor of a community corporation
- the owner of a community lot or a development lot, or
- a person who holds a registered encumbrance over a community lot or a development lot.

Converting from Strata Title

When the *Community Titles Act 1996* (SA) came into operation, it did not affect existing strata corporations. However, from 1 January 2002 no new strata schemes have been allowed under the *Strata Titles Act 1988* (SA). Community titles have been created instead.

A strata scheme and a community strata scheme are similar, as the boundaries are defined by reference to structural divisions in a building, whereas in a community scheme lot boundaries are determined by surveyed land measurements and generally do not relate to a structure.

Existing strata corporations may, by an ordinary resolution of the strata corporation, become a community strata scheme, which means the corporation will be covered by the *Community Titles Act 1996* (SA) and not the *Strata Titles Act 1988* (SA) [*Community Titles Act 1996* (SA) sch cl 2]. The resolution does not take effect until a copy of the resolution is lodged with the Registrar-General and filed with the strata plan. The resolution will not change the boundaries of the units or the common property. If it is desired that the boundaries be changed, an amendment to the plan and the appropriate application must be lodged at the Lands Titles Office.

The articles that existed under the *Strata Titles Act 1988* (SA) continue as its by-laws but may be amended if required [sch cl 2(3)(e)]. Similarly, the officers of the strata corporation continue as the officers of the community corporation [sch cl 2(3)(g)].

Any proceedings commenced under the *Strata Titles Act 1988* (SA) in relation to a strata corporation before it converted to a community corporation may be continued and completed under the *Strata Titles Act 1988* [sch cl 5].

Development of the Community Title

The *Community Titles Act 1996* (SA) allows for the future development of a scheme in two ways:

- staging
- tiering.

STAGING

Staging involves the inclusion of a development lot that is to be divided at a later time to create extra lots within that scheme.

TIERING

Tiering allows for the management of large or mixed land use developments. It allows a lot in a community or community strata scheme to be further divided to create a subservient scheme and managerial structures ('tiered' management). The first community plan lodged over an allotment is a primary plan of community division, which creates primary lots, primary common property and a primary community corporation. A lot in a primary scheme can be divided by a secondary scheme to create lots and common property and a community corporation at a secondary level. A lot in a secondary scheme can further be divided by a tertiary scheme to create lots and common property and a community corporation at a tertiary level. Corporations in the lower tiers will be members of the corporation of the tier above.

Primary lots do not have to be further divided into secondary lots, and most divisions do not go beyond the primary level. Most residential schemes, consisting only of a moderate number of residential lots, will be a primary community corporation and have only one level of management. Complex schemes involving residential, commercial and even recreational uses could form secondary or tertiary community corporations.

For example, a development with a large retail section and fifteen smaller residential lots would most likely have one primary corporation covering the entire development

and two secondary corporations, one for the residential lots and one for the retail lots. A tiered management structure may also be set up where there is a large number of lots in a community parcel, even if each of the lots is used for the same purpose.

Each level of the scheme has its own common property, which its corporation will manage. Schemes of more than one level can be complex and prospective purchasers should seek independent legal advice before buying into a scheme of this nature.

Common Questions

BUILDING ON A LOT

I want to build an addition onto my house, which is part of a community scheme. Can I just go ahead and organise the building work, without involving the corporation? My friend is in a community strata scheme, and I know she cannot alter the outside of her unit without agreement from the corporation, but community schemes are different, aren't they?

In a community scheme, the corporation's approval is not needed. However, as well as any Council approval that may be needed, any building work must comply with the requirements of the scheme description. In addition, the corporation's by-laws may include requirements in relation to building work.

BUYING A COMMUNITY TITLE

What do I need to be aware of if I wish to purchase a lot in a community plan?

There are various things that must be considered. They include:

PROPERTY MATTERS

- The type of scheme – is it a community scheme or a community strata scheme? This will indicate what a lot owner actually owns.
- The by-laws and, if applicable, scheme description and development contract(s) for the scheme. It is advisable to obtain independent advice about the content of these documents.
- The level of the scheme. Is it a primary, secondary or tertiary scheme? If a secondary or tertiary scheme, have I seen the plans, development contract(s) (if any), by-laws and scheme description of the scheme or schemes above?
- Have I seen a copy of the plan that defines my unit or lot? Do the boundaries of the unit/lot agree with boundaries shown on the plan?
- What constitutes the common property?
- Do the scheme description or by-laws limit the type of structures I can build on my lot?

FINANCIAL MATTERS

- The statement of accounts and financial records of the corporation and those of any scheme above.
- What must I contribute to the upkeep, maintenance and management of the common area in the scheme? In the case of a secondary or tertiary scheme this will also include contributions that the scheme is required to make to the scheme(s) above.
- How do the contributions and other charges compare with other corporations?

- Are there any unpaid contributions owing on my unit or lot?
- Is the corporation planning any major expenditure that I may be asked to contribute to?
- Are there any structural problems in the building?
- Is there a 'sinking fund' or reserve of money held by the corporation for emergency expenses and major maintenance costs such as painting?
- What maintenance services are provided? What are the charges for these?
- In relation to insurance, whether the corporation is insured for public liability for at least ten million dollars, and whether the common property is sufficiently insured.
- In the case of a shared wall, does the adjoining owner have a current building insurance policy?

MANAGEMENT MATTERS

- Is there a body corporate manager?
- Is there a management committee?
- What system does the corporation have for resolving disputes?
- If the scheme is for two lots, have certain requirements of the Act been exempted, such as the requirement to hold annual general meetings?

STYLE OF LIVING

- What are the rules about having other people visiting and parking?
- Will the building or site be accessible if I am disabled and require a wheelchair or walking aid? If not, can suitable modifications be made easily?
- What are the restrictions on the use of my lot and the common property?
- Can I store my caravan/boat/bicycle?
- Are pets permitted?

COMPANY TITLE

I live in a company title; is it the same as a community title?

A company title is where the property is owned by a company and each shareholder is entitled to occupy a particular unit. Strictly speaking, a shareholder does not own the property, but owns shares in the company that owns the property. The shares give an entitlement to occupy a unit. Such schemes can be more expensive and complex to administer, and prospective buyers may find it difficult to obtain finance to buy shares in a company title. Depending on the structure of the building, it may be possible to convert to a community title.

CONTRIBUTIONS

I don't use the common property driveway, as I have a driveway on my lot that accesses the street. Do I have to pay contributions for the maintenance of the common property?

The amount of each owner's contribution to the corporation is normally calculated according to the lot entitlement set out in the community plan. The corporation may, by unanimous resolution, determine that contributions are paid on some other basis.

Contributions are not just used to cover maintenance of the common property. Other costs, for example in relation to insurance, service infrastructure, and management costs are also covered by contributions. Just because you do not use the common property driveway does not mean you do not have to contribute to its maintenance, as a member of the corporation.

CONVERTING TO COMMUNITY TITLE

Our strata manager has suggested that we adopt the Community Titles Act (SA). What's involved in converting and would we be better off?

To convert to a community strata plan, the strata corporation must resolve, by ordinary resolution at a properly convened meeting of the corporation, that the *Community Titles Act 1996* (SA) and not the *Strata Titles Act 1988* (SA) will apply to the scheme. The resolution will not take effect until a copy of the resolution is lodged with the Registrar-General and filed with the strata plan.

The question of whether a corporation would be better off is a complex one and dependent on factors such as:

- the number of units involved
- the expectations of the lot owners
- the purpose the land is to be used for
- whether the common property is to be used for commercial gain
- whether there are units existing above other units, and
- whether the units are physically separate.

It is suggested that legal advice should be sought before that step is taken, as the *Strata Titles Act 1988* (SA) will no longer apply.

A full conversion to define the lots by measurements (that is, conversion to a community scheme) would result in the members owning the entire structure on their lot. This would require:

- unanimous agreement of lot owners
- a new survey of the site and all building boundaries

- an amendment to the plan, and
- agreement of local and state authorities.

It pays to obtain a quote from a surveyor and a conveyancer. It may be worthwhile converting if the value of each lot increases significantly upon conversion to a lot.

Our strata corporation has lodged a Lodgement of Resolution to adopt the Community Titles Act 1996 (SA); does this mean we can now insure our unit separately?

No. The strata scheme will become a community strata scheme, and so the corporation will still be responsible for insuring the buildings, which are common property. A full conversion to community title would need to be done before owners could insure separately.

EXCLUSIVE USE OF THE COMMON PROPERTY

One of the lot owners in our community scheme was granted exclusive use of part of the common property by the corporation some years ago. We feel that this is an unfair situation. How can we regain this common property for use by all owners?

The corporation can grant a right to occupy the whole or a part of the common property to the exclusion of all or some of the owners or occupiers of the community lots. A unanimous resolution is needed to do so, and the right must be consistent with the scheme description and not contrary to the by-laws.

In a community scheme, exclusive use of the common property can be granted on an ongoing basis; that is, it does not have to be for a set period.

A unanimous resolution of the corporation would be needed to reverse the decision to grant exclusive use.

FENCES

The fence between my lot and an adjacent lot is in need of repair. The body corporate manager says we have to sort it out ourselves and that it is not the corporation's responsibility. Is this correct?

If you are part of a community scheme (not a community strata scheme), then you and your neighbour are joint owners of the dividing fence. The fence is not common property, so the corporation is not responsible to fix it. The issue of repairing the fence is between you and your neighbour. The *Fences Act 1975* (SA) covers this area of law. See also the *Fences and the Law* booklet, published by the Legal Services Commission.

Similarly, if a fence between your lot and neighbouring land that is not part of your community scheme needs repair, you will need to discuss the matter with your neighbour. The corporation has no responsibility to be involved.

Some community schemes have a fence dividing the common property from neighbouring land that is not part of the scheme. In this case, the corporation would be responsible for discussing any fencing problems with the neighbouring owner.

If you are part of a community *strata* scheme, dividing fences will usually be common property, therefore it would generally be the corporation's responsibility to repair a dividing fence. Similarly, a fence between a lot in a community strata scheme and neighbouring land that is not part of the scheme would be the responsibility of the corporation and the owner of the neighbouring land.

FINES

A visitor to my apartment received a letter from the corporation stating she could be fined \$500 for unauthorized parking. Is this legal?

A corporation's by-laws may give the corporation the power to impose fines of up to \$500 for breaches of its by-laws. The by-laws apply to owners, residents and visitors. A fine against a visitor or tenant could not be enforced without a court order.

INSURANCE

Our body corporate manager has advised us that she can arrange our individual building insurance policies for us. Could there be any problems with this?

While each lot owner in a community scheme is responsible for insuring their own buildings, the by-laws of a community scheme may allow for the community corporation to act as an agent for the lot owners in arranging insurance. The corporation may delegate this task to a body corporate manager. If arranging building insurance for lot owners is an option, not a requirement, under the by-laws, then individual lot owners can choose whether they want the corporation to arrange their insurance or whether they want to do it themselves; there is no requirement for all owners to agree.

Problems can arise in relation to the way an insurer invoices the corporation for the insurance premium. If building insurance is arranged on behalf of two or more owners, an insurer may invoice the corporation for one amount, without showing the amount that would be payable for individual lots. If an insurer will not provide a breakdown, then the corporation has to work out each owner's contribution. Contributions are normally determined according to lot entitlements, but this may not be appropriate in relation to building insurance, because lot entitlements are based on the unimproved value of the land, not the value of the buildings. Thus, whether an insurer will provide a breakdown of the premium in

relation to each lot may be one of the factors to consider when choosing an insurer.

A corporation may decide that a lot owner's building insurance premium, or share of the premium, will be paid as part of the annual contribution levied by the corporation. If so, the levy applicable to your lot may compare unfavourably with the levy applicable to another lot where the owner has arranged their own insurance, or to the contributions levied by another corporation that does not arrange lot owners' building insurance. Such a disparity in levies may be a problem if you wish to sell your lot.

MANAGERS

What are some issues to consider when choosing a manager?

At least five clear days before the date of the meeting at which the corporation is to consider whether or not to enter into a contract with a manager, the manager must make available for inspection by members:

- a pamphlet setting out the role of the manager and the rights of the corporation
- a copy of the proposed contract
- a copy of the schedule to the policy of professional indemnity insurance maintained by the manager; the insurance must be for at least \$1.5 million per claim.

In addition to the information required to be set out in these documents (see **Body Corporate Managers: Appointing a manager: Documents to be provided**), you may wish to consider the following.

- What services are included in the fee? For example:
 - > Is there an after hours emergency service?
 - > Will the manager, or an employee of the manager, attend your corporation as needed?
- Is there any fee charged for keeping the corporation's funds?
- Will all bank interest be passed on to the corporation?
- Will the manager ensure the corporation receives the best bank interest rate?
- What maintenance company or contractors does the manager normally use, and does the manager receive any commissions, or have any financial relationship with contractors?
- Will the manager provide your treasurer with regular financial statements to keep the corporation up to date and allow for scrutiny? If so, how often? Note that the manager must provide a financial statement upon request by the corporation, within five days of

the request (see **Body Corporate Managers: Duties of managers: Trust account audits**).

- Will the manager supply references from current clients?
- Does the manager have the skills to help resolve disputes?

RESTRICTIVE RULES

The rules of my apartment complex are very restrictive. I can't hang washing on my balcony or have a barbecue. What can I do about it?

The by-laws (rules) that govern a scheme can be amended by a special resolution passed at a properly convened meeting of the corporation. A copy of the by-laws as amended must be lodged with the Registrar-General within 14 days of the passing of the resolution.

By-laws that are inconsistent with the scheme description (if any) are invalid. Therefore a consequential amendment to the scheme description (if any) may also need to be made.

If the scheme is a secondary or tertiary scheme, the by-laws and scheme description of the other schemes may also need to be amended.

In some situations, it may be possible to negotiate a resolution and mediation may also be helpful.

RULES

What rules am I bound by when I own a community lot?

By-laws contain the rules by which the scheme is to be run and bind all of the owners, occupiers and visitors to the scheme. By-laws are written exclusively for the particular scheme they relate to. If the community scheme is a secondary or tertiary scheme, it is bound by not only the by-laws written for that scheme but also the by-laws of the scheme or schemes above.

TREES

The owner of an adjoining lot has a tree on their property and its roots are damaging the paving on my lot. Can I ask the body corporate manager to raise the matter with the other owner?

If the tree is on an owner's lot (not on common property) and is only affecting your property, then it is a matter between you and your neighbour; it is not the corporation's responsibility to get involved.

Similarly, if a tree on a neighbouring property that is not part of the community scheme is affecting your lot, then it is up to you to discuss the matter with the neighbouring owner.

If an owner's tree is affecting the common property, then the corporation can discuss the matter with the owner.

If a tree on common property is affecting your property, then you could raise the matter with the corporation.

WATER RATES

Our lots do not have separate water meters and we all pay the same for water, no matter how much we use. Can this be changed?

Unless there are separate water meters for each lot, there is no way to determine a lot's water usage. Contributions are normally paid by lot entitlement; a unanimous resolution is needed to change this arrangement. SA Water offers the following billing options: sending one lump sum bill for water usage every three months to the corporation secretary; dividing the bill in percentages nominated by the corporation and billing owners separately; dividing the bill equally between the lot owners and billing them separately. Whatever the billing arrangement, the community corporation is ultimately responsible to SA Water for the bill. Private water meters may be installed on each lot to determine how the SA Water account should be divided. There are costs associated with the installation and reading of private meters.

TYPES OF COMMUNITY TITLES

What is the difference between a regular community title and a strata community title?

There are two types of community titles:

- community schemes
- community strata schemes.

PRIMARY COMMUNITY SCHEMES (FIGURE 01.)

The diagram and plan are of a primary community plan. Each building sits on its own lot. The owners have title to the land under the lot and the sky above, unlike strata titles. They are responsible for the maintenance and insurance of their respective buildings. Where buildings share a common (party) wall the owners of each building are jointly responsible for its maintenance. The common property is the shared driveway down the middle of the group. The body corporate is responsible for the maintenance of the driveway.

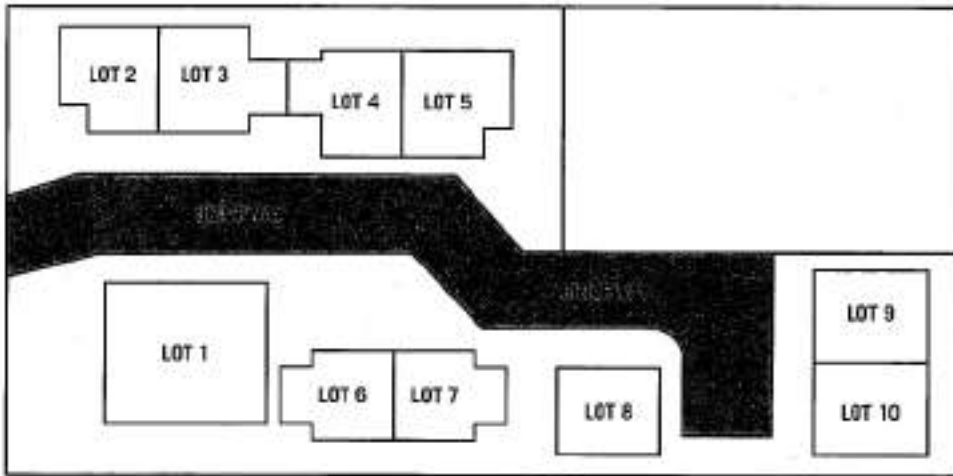
PRIMARY COMMUNITY STRATA SCHEMES (FIGURE 02.)

The photograph and plan are of a primary community strata plan. In a community strata scheme the lot boundaries must be defined by reference to parts of the building, similar to a strata title. There must be at least one lot that exists above another, unless the scheme was previously a strata scheme under the *Strata Titles Act 1988 (SA)* and has converted by resolution to adopt the *Community Titles Act 1996 (SA)*.

The structure itself is common property and it is therefore the responsibility of the corporation to maintain and insure it. In this regard, community strata schemes are very similar to strata titled unit groups. Common property includes land that is not within a lot, and infrastructure (such as driveways, water, sewer, electricity) that do not serve single lots. In the case of a community strata scheme, this includes the external walls and floors, the foundations, the roof, the space in the roof, gutters and eaves immediately below the gutters. It does not include the owner's fixtures and fittings such as kitchens and bathrooms.

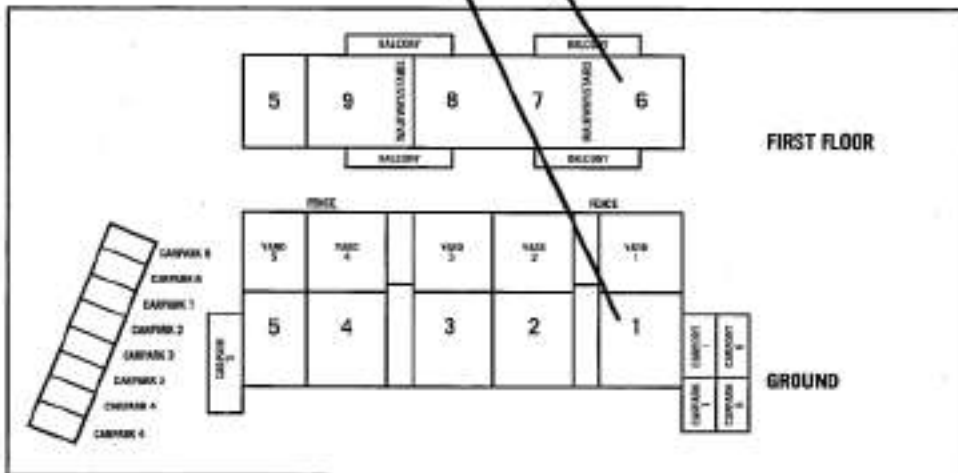
The internal walls and lot subsidiaries are not common property and are the owner's responsibility to maintain.

PRIMARY COMMUNITY PLAN



PRIMARY COMMUNITY SCHEMES (FIGURE 01.)

PRIMARY COMMUNITY STRATA PLAN - BUILDINGS AND FENCES ARE COMMON PROPERTY



PRIMARY COMMUNITY STRATA SCHEMES (FIGURE 02.)

Figures courtesy of Gordon Russell

Contacts

STRATA AND COMMUNITY ADVICE SERVICE

1300 366 424

LEGAL SERVICES COMMISSION

www.lsc.sa.gov.au

ADELAIDE OFFICE

159 Gawler Place
Adelaide 5000

Telephone: 8111 5655

ELIZABETH OFFICE

Windsor Building
Elizabeth Shopping Centre
Elizabeth 5112

Telephone: 8111 5400

MT BARKER

18 Walker Street
Mt Barker 5251

Telephone: 8111 5320

NOARLUNGA

Noarlunga House
Colonnades Shopping Centre
Noarlunga Centre 5168

Telephone: 8111 5340

PORT ADELAIDE

306 St Vincent Street
Port Adelaide 5015

Telephone: 8111 5460

PORT AUGUSTA

13 Flinders Terrace
Port Augusta 5700

Telephone: 8686 2200

WHYALLA

Tenancy 7, 169 Nicolson Avenue
Whyalla North 5608

Telephone: 8620 8500

COMMUNITY LEGAL CENTRES

CENTRAL CLS

Shop 2, 59 Main North Road
Medindie Gardens 5081

Telephone: 8342 1800

NORTHERN CLS

26 John Street
Salisbury 5108

Telephone: 8281 6911

RIVERLAND CLS

8 Wilson Street
Beri 5343

Telephone: 8582 2255

SOUTHERN CLS

40 Beach Road
Christies Beach 5165

Telephone: 8384 5222

SOUTH EAST CLS

9 Percula Road
Mount Gambier 5290

Telephone: 8723 6236

WESTSIDE COMMUNITY LAWYERS

Old Post Office
212 Port Road

Hindmarsh 5007

Telephone: 8340 9009

PORT PIRIE OFFICE

Flinders Arcade
72 Ellen Street

Port Pirie 5640

Telephone: 8633 3600

MEDIATION SA

www.mediationsa.org.au

Telephone: 8350 0376 /
1300 850 650

LAND SERVICES GROUP

Lands Titles Office
101 Grenfell Street

Adelaide 5000

Telephone: 8226 3983

www.sa.gov.au/landservices

SA POWER NETWORKS

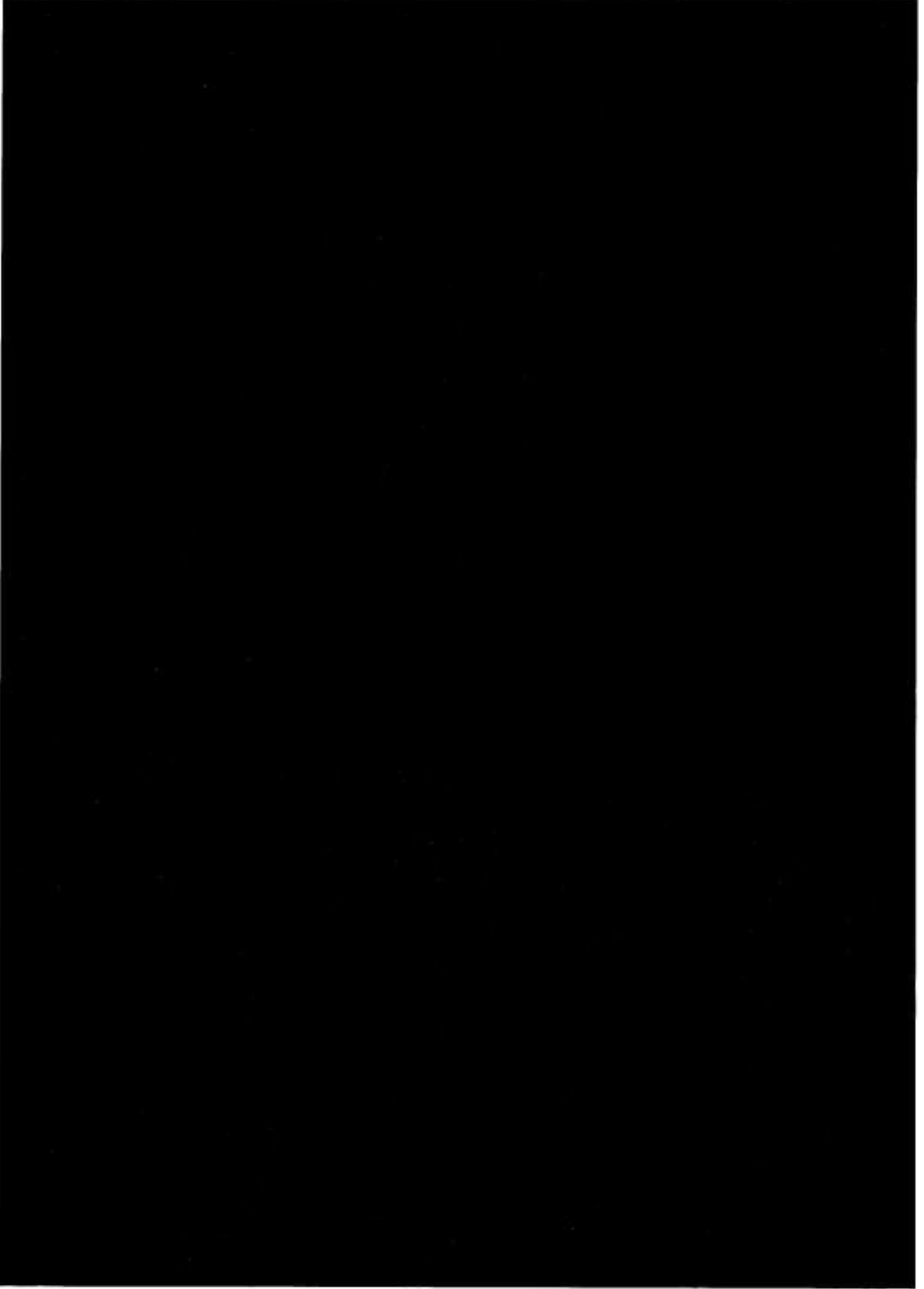
General enquiries 13 12 61
sapowernetworks.com.au

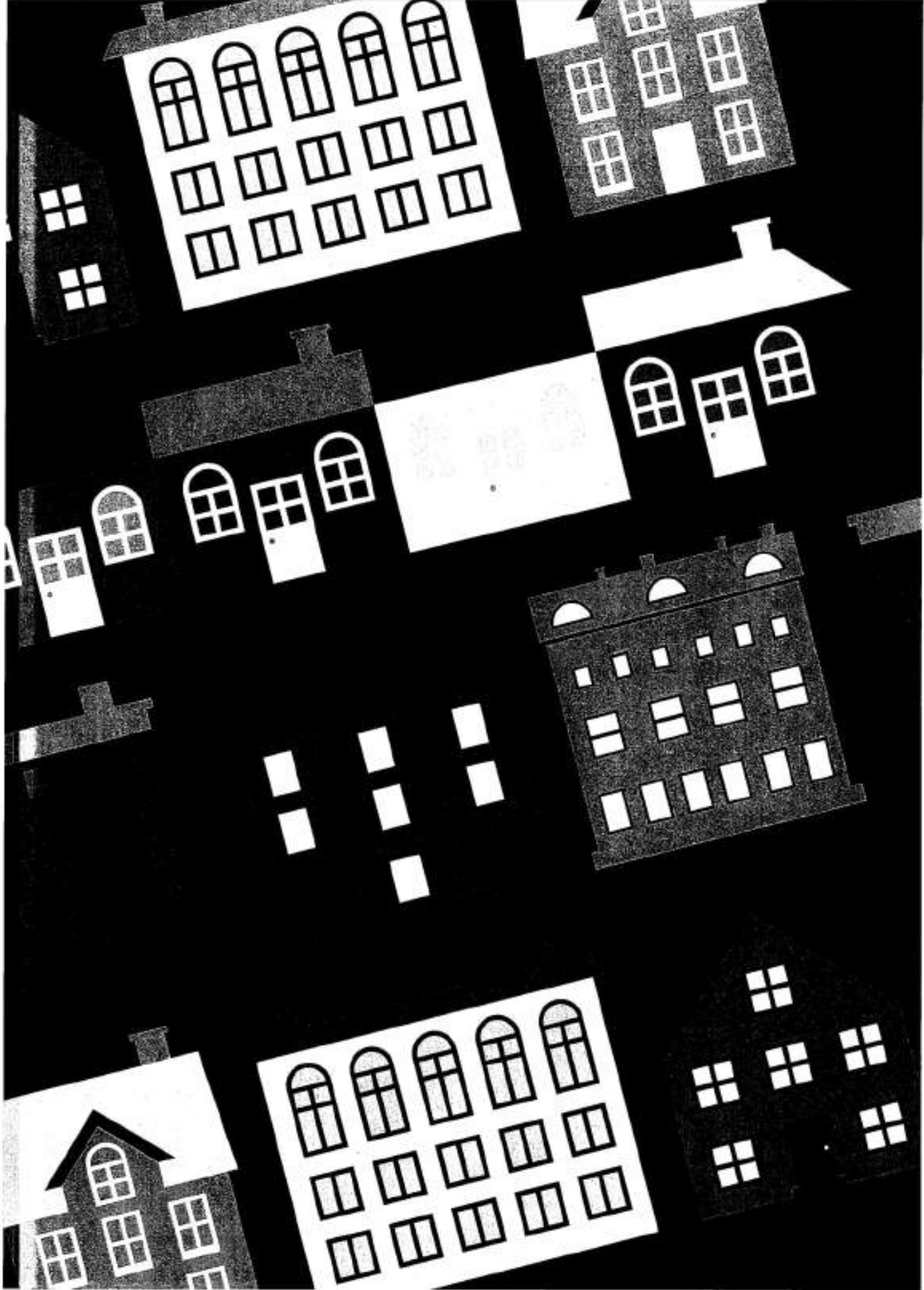
SA WATER

1300 650 950

customerservice@sawater.com.au

sawater.com.au







Certificate of Insurance

ABN 29 008 096 277

David Chapman
Strata Corporation 14266 Inc
C/- Whittles Body Corporate Management
PO Box 309
KEN TOWN SA 5071

Date: 20.11.2025
Invoice No: I4896224

This document certifies that the policy referred to below is currently intended to remain in force until 4:00pm on the expiry date shown and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions.

Class Residential Strata/Community Corporation

Insurer Strata Community Insurance Agencies Pty Ltd
12 Tucker Street
ADELAIDE SA 5000

Period 30.11.2025 to 30.11.2026

Policy No. POL11098321

Important Notice

This certificate does not reflect in detail the policy terms and conditions and merely provides a brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

Disclaimer

In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration to, or cancellation of the policy of insurance.

MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277
 176 Fullarton Road
 DULWICH
 S.A. 5065

Phone: 08 8291 2300
 PO Box 309
 KENT TOWN S.A. 5071

COVERAGE SUMMARY

Strata Corporation 14266 Inc
 Residential Strata/Community Corporation

RESIDENTIAL STRATA/COMMUNITY CORPORATION**INSURED:**

Strata Corporation 14266 Inc & Community Corp 21063 Inc

SITUATION:

156-160 Rundle Street, Adelaide SA 5000

INTEREST INSURED:

Building Sum Insured	\$	29,210,000
Common Contents Sum Insured	\$	292,100
Loss of Rent/Temporary Accommodation	\$	4,381,500
Catastrophe/Emergency Cover		Not Insured
Flood		Insured
Storm Surge		Not Insured
Glass		Insured
Theft		Insured
Public Liability	\$	30,000,000
Voluntary Workers		Insured
Weekly Benefit	\$	2,000
Capital Benefit	\$	200,000
Fidelity	\$	100,000
Office Bearers Liability	\$	5,000,000
Machinery Breakdown	\$	50,000
Government Audit Costs	\$	25,000
Appeal expenses - common property health and safety breaches	\$	100,000
Legal Defence Expenses	\$	50,000
Lot owners fixtures and fixings	\$	300,000
Floating floors		Insured
Loss of Market Value		Not Insured
Workers Compensation (ACT, WA & TAS ONLY)		Not Insured
EXCESS:		
Standard Excess	\$	1,000

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 PO Box 309
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COVERAGE SUMMARY

Strata Corporation 14266 Inc
 Residential Strata/Community Corporation

Water Damage and/or Burst Pipes	\$	5,000
Flood Excess	\$	1,000
Storm Surge Excess		Not Applicable
Public Liability Excess		Nil
Voluntary Workers Excess		Nil
Fidelity Excess		Nil
Office Bearers Liability Excess		Nil
Machinery Breakdown Excess	\$	1,000
Government Audit Excess		Nil
Appeal Expenses Excess		Nil
Legal Defence Expenses Excess		\$1,000 + 10% contribution
Other excesses payable are shown in the Policy Wording		

ADDITIONAL POLICY BENEFITS AND CONDITIONS:

END0110 - Flood Limit

Optional Cover '1. Flood in Section 1 - Insured Property' is deleted and replaced by the following:

1. Flood

For any claim arising from Flood, We will pay up to \$10,000,000 in the aggregate in respect of any Event(s) under Section 1 of the Policy, subject to any sub-limits applicable for those Event(s).

MAJOR EXCLUSIONS :Terrorism
 Others As Per Policy

This Document is a Summary of Cover Only. Please refer to the Product Disclosure Statement for Full Policy Limitations and Additional Excesses

UNDERWRITING INFORMATION:

Year Built	1968
Primary Wall Construction	Brick
Secondary Wall Construction	Concrete
Roof Construction	Colourbond
Floor Construction	Concrete
Aluminium Composite Panels	No
Heritage Listed	No
Fire Protection	
Sprinkler systems in the complex basement/carpark?	Yes
Sprinkler systems in the complex units?	Yes
Fire hose reels located throughout the complex?	Yes
Number of Units	100
Number of Levels	8
Number of Basements	1
Number of Lifts	2
Number of Pools/Spas	0
Number of Gyms	0
Number of Playgrounds	0

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COVERAGE SUMMARY

Strata Corporation 14266 Inc
 Residential Strata/Community Corporation

Number of Water Features	0
Number of Jetties/Wharfs	0
Number of Separate Buildings	1
% of EPS	0 %
% Commercial Tenants	15 %
14.95% commercial - 3 ground floor units - chemist, optometrist and mobile/tech repairs.	

Additional Construction Comments:

8 storey mixed use building with mezzanine floor and basement known as "Unihouse Apartments" 2 commercial retail units and 96 apartment units. The commercial retail units are predominately on ground floor with subsidiary office/storage areas to basement and mezzanine floors. The apartments are utilized as student accommodation with 94 small single bedroom units and 4 townhouse style 2 bedroom units to the 7th/8th floors. The building is serviced by 2 central lifts and 2 internal stairwells with secure entrance to apartments via a foyer on ground floor. Common facilities to apartments include a common room and open outdoor terrace are to 8th floor, an office to the mezzanine floor with laundry facilities and lift foyers from 1st to 7th floors.

Memorandum of Lease

Form LE

MEMORANDUM OF LEASE

CERTIFICATES OF TITLE BEING LEASED

Lot 709 in CP 21063 being portion of the land comprised in Certificate of Title Register Book Volume 5611 Folio 199

ESTATE AND INTEREST

Estate in fee simple

ENCUMBRANCES

Nil

LESSOR (Full Name and Address)

SOUTHBANK SECURITIES PTY LTD ACN 092 701 703 of C/- Level 8, 182-186 Blues Point Road, McMahon's Point, NSW 2060

LESSEE (Full Name, Address and Mode of Holding)

STUDENT LODGING AUSTRALIA PTY LTD ACN 082 181 119 of Level 1, 118 Walker Street, North Sydney, NSW 2060

TERM OF LEASE

TEN (10) YEARS

COMMENCING ON THE 28th day of May 2001

EXPIRING AT MIDNIGHT ON THE 27th day of May 2011

RENT AND MANNER OF PAYMENT (OR OTHER CONSIDERATION)

See Clause 6

OPERATIVE CLAUSE

The Lessor LEASES TO THE LESSEE the land ^(a) ABOVE described and the LESSEE ACCEPTS THIS LEASE of the land for the term and at the rent stipulated, subject to the covenants and conditions expressed herein and to the powers and covenants implied by the Real Property Act 1886 (except to the extent that the same are modified or negated below).

DEFINE THE LAND BEING LEASED INCORPORATING THE REQUIRED EASEMENT(S) ETC.

Not applicable

IT IS COVENANTED BY AND BETWEEN THE LESSOR AND THE LESSEE as follows:
(Covenants, where not deposited, to be set forth on insert sheet(s) and securely attached)

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1. INTERPRETATION

1.1 In this Lease unless the contrary intention appears:

“Accounting Period”	Means the period of time which commences on 1 July and ends on 30 June immediately following provided that: <ol style="list-style-type: none"> (a) the first Accounting Period during the Term of this Lease will commence on the Commencement Date and end on the next 30 June, and (b) the last Accounting Period during the Term of this Lease will terminate on the expiration or early determination of the Term.
“Act”	Means the Community Titles Act 1996 or any amending or substituting legislation.
“Annual Business Plan”	Means the business plan in the form prepared by the Lessee pursuant to clause 5.2.
“Apartment”	Means each of the Apartments to which this Lease applies. If the relevant Owner is the registered proprietor of more than one Apartment, then the expression Apartment means each Apartment or all the Apartments owned by that Owner (as the context requires).
“Apartments”	Means all lots numbered 1 to 98 in the Community Plan (including the Apartment) subject to a lease between the owners and the Lessee on similar terms to this Lease
“ASIC”	Means Australian Securities and Investments Commission.
“average weekly rental”	Means for an Accounting Period the average weekly Gross Receipts received for a Pool Apartment during that Accounting Period.
“Base Management Fee”	Means the fee calculated pursuant to clause 7.2.
“Bonus Fee”	Means the fee calculated pursuant to clause 7.4.
“Building”	Means the complete development known as “Unihouse Rundle Mall”, 160 Rundle Mall, Adelaide, South Australia. It includes all Apartments, Common Property and any lots which are not Apartments.
“Business”	Means the activities associated with operating a student apartment business in respect of the Student Apartment Complex.

“Business Day”	Means any day other than a Saturday, Sunday or Public Holiday in Adelaide.
“Commencement Date”	Means the date of commencement of this Lease.
“Common Property”	Means the common property so designated in the Community Plan.
“Community Plan”	Means the Community Plan for the Student Apartment Complex.
“Contract of Sale”	Means the original contract of sale for the sale for the Apartment which documents the terms and conditions of the sale of the Apartment by the Vendor to the first purchaser of the Apartment (if the Lessee is not the first purchaser).
“Corporation”	The Secondary Corporation for the Student Apartment Complex formed under the Act.
“Corporations Law”	Means the Corporations Act 1989 of the Commonwealth as applicable in South Australia pursuant to the Corporations Act (SA) 1990 and where applicable the corresponding legislation of any other State or Territory of Australia.
“Deed of Covenant on Transfer of Freehold”	Mean the Deed of Covenant on transfer appearing at Schedule 1 to this Lease or in such other form as agreed between the parties from time to time.
“deemed gross receipts”	Means for the Student Apartment Complex in an Accounting Period the sum calculated by using the following formula: $d = a \times 98 \times 52$ <p>Where:</p> <p>“d” is the deemed gross receipts for that Accounting Period, and</p> <p>“a” is the average weekly rental for that Accounting Period.</p>
“Dispute Notice”	Means a notice given under clause 15.1.
“Equipment”	Means the furniture fittings and other items set out in the inventory included within the first Contract of Sale between the Vendor and the first purchaser for the Apartment and which is the Lessee’s property (“ original equipment ”). If the context requires, Equipment includes those items following refurbishment of, or replacement of, or additions to the original equipment.
“for an Accounting	Means the average weekly Gross Receipts received for a

Period	Pool Apartment during that Accounting Period.
“Further Term”	Means a further term of this Lease granted under the terms and conditions contained in this Lease.
“Goods and Services Tax” or “GST”	Means any tax imposed by any government or regulatory authority which is a tax on goods or services, a tax on consumption, a value-added tax or any similar impost.
“Gross Operating Profit”	Means Gross Receipts less Operating Costs.
“Gross Receipts”	Means the total amounts actually received by the Lessee in connection with the operation of the Student Apartment Complex including but not limited to: <ul style="list-style-type: none"> (a) rental (b) all deposits taken and instalments received on account of credit sales and accommodations and not refunded to residents provided that these amounts shall not be brought into Gross Receipts until the Lessee or the Operator are entitled to retain the relevant revenue. (c) revenue received from hiring out all equipment utilised in the carrying on of business at the Student Apartment Complex and owned by the Lessee (d) all GST collected. <p>But does not include:</p> <ul style="list-style-type: none"> (e) refunds on merchandise or services the costs of which have been included in Gross Receipts (f) uncollectable credit amounts to the extent that the same are written off by the Operator or the Lessee provided that if any such accounts are subsequently recovered then the amount recovered shall be included within Gross Receipts for the Accounting Period in which they were recovered (g) proceeds of sales of furniture and equipment no longer needed for the operation of the Apartments (h) money paid by Owners on account of Owner’s deficits under the Leases for their share of costs paid under the Leases, and (i) money paid by Owners of non Pool Apartments.

“Group Marketing Expenses”	Means marketing expenses incurred by the Lessee including their wages and on-costs that relate to marketing (for example, brochure, advertising, promotion and travel) incorporating the Student Apartment Complex and any other similar property or parties managed by the Lessee or one of its affiliate companies.
“Income Pool Manager”	Means the person or entity appointed by the Corporation to manage the Owner’s Income and generally act on behalf of the Owners. The Income Pool Manager will be a member of the Real Estate Institute of South Australia Incorporated licensed to practice as a property manager in South Australia with not less than five years practice as a manager of residential premises.
“Independent Person”	Means a Law Society of South Australia approved mediator to be agreed between the parties or failing agreement to be appointed on the application of either party by the President of the time being of the Law Society of South Australia. The person agreed or appointed must have sufficient expertise in the areas in which the parties are in dispute, however, if an appointment is made by the Law Society of South Australia then that appointment is not subject to challenge by the parties on any grounds. If the Law Society of South Australia is abolished, then reference to that body will mean such other recognised professional association as may assume the role of the Law Society of South Australia.
“Interest Rate”	Means the rate of interest charged by Bank SA on overdrafts in excess of \$100,000.00.
“Laws”	Means all statutes, regulations or ordinances whether state, federal, local or otherwise.
“Lease”	Means this lease document for the Apartment and the Schedules.
“Leases”	Means all of the leases of Apartments on similar terms as this Lease with the Lessee.
“Lessee”	Means Student Lodging Australia Pty Ltd ACN 082 181 119 and its nominees and permitted assigns.
“Lessor”	Means the Vendor and then the person or entity who purchases the Apartment from the Vendor. Lessor includes any transferees, personal representatives and assigns of the Lessor.
“Management	Means the agreement between the Lessee and the

Agreement	Corporation which deals with the maintenance of the Common Property.
“Marketing Expenses”	Means the costs of marketing Pool Apartments as student accommodation, including the preparation of marketing and promotional materials advertising, promotions, travel, sponsorships and agents’ fees and for the avoidance of doubt includes Group Marketing Expenses.
“Month”	a period of time which resembles a calendar month, but is a reporting period used by the Lessor (or the Operator). That period will vary between either four or five weeks (or such lesser time for a broken period).
“Operating Account”	Means a separate bank account in the name of the Lessee to be operated in accordance with clause 5.1(e).
“Operating Costs”	Means all operating costs of the Student Apartment Complex including: <ul style="list-style-type: none">(a) accommodation, travel, meals and telephone expenses incurred by the Operator at the Student Apartment Complex for management, accounting and marketing personnel(b) accounting and book-keeping costs including an annual audit of the books and records for the Apartments(c) the cost of preparing reports in relation to the management of the Student Apartment Complex including any reports required to be given by the Lessee to the Owners (as appropriate)(d) advertising and promotion.(e) bank charges on the Operating Account, Revenue Account, Security Deposit Account, and Refurbishment and Improvement Fund.(f) commissions to travel agents and wholesalers(g) consumables(h) credit card collection costs(i) electricity, gas, telephone, fax, telex and other services (excluding the cost of supplies separately metered to particular licensees, residents or occupiers for which those people are responsible)(j) external consultants’ and legal fees related to the

Apartments or Student Apartment Complex

- (k) routine repairs, maintenance, replacements and redecorating
- (l) signage costs
- (m) staff wages (including the General Operator's wages and other employment costs), salaries, training, uniforms and entitlements but not the wages of staff employed in producing Other Income
- (n) statutory imposts
- (o) stocks for resale
- (p) taxes in respect of staff entitlements, eg. payroll tax and superannuation
- (q) the Base Management Fee
- (r) public liability insurance premium
- (s) workers compensation, employer's liability and other insurance premiums
- (t) any other expense reasonably incurred in the operation and management of the Student Apartment Complex
- (u) premiums on loss of profits insurance covering the Lessee in respect of the Student Apartment Complex
- (v) the cost of caretaking, cleaning security service and any other expenditure incurred in the efficient conduct on the Apartments, and
- (w) any special audit required, and
- (x) any Goods and Services Tax payable in respect of them.

But does not include:

- (a) income tax
- (b) depreciation and amortisation
- (c) property rates and taxes including land tax
- (d) building insurance
- (e) capital expenditure, rentals, property rental and

leasing charges, depreciation interest leasing charges and expenses

- (f) contributions to the Refurbishment & Improvement Fund
- (g) any legal, corporate or advisory costs not related directly to the operation of the Business
- (h) any Operating Losses from a prior Accounting Period
- (i) the repair component of any major refurbishment
- (j) costs of complying with any Laws, requirements or requisitions of any local or governmental authority
- (k) insurances in respect of the equipment and fixtures and fittings of any of the Owners or the Lessee
- (l) Pool Administration Fees
- (m) The Bonus Fee (if any), and
- (n) Other Expenses which, notwithstanding any other provision of this Lease, must be paid by the Lessee from its own funds.

“Operating Loss”	Means the result which occurs when Operating Costs are greater than the Gross Receipts.
“Operator”	Means such person or entity as is appointed by the Lessee to manage the Apartments from time to time.
“Owner”	Means a lessor of any Apartment which is the subject of a lease to the Lessee on similar terms to this Lease.
“Owners’ Costs”	Means the amount calculated under clause 6.3.
“Owners’ Deficit”	Means the amount calculated under clause 6.4(c).
“Owners’ Income”	Means the amount calculated under clause 6.4(a)
“Owners’ Revenue”	Means the amount calculated under clause 6.2.
“Pool Administration Fees”	Means all fees and expenses incurred by the Lessee in administering the Student Apartment Complex, including (but not limited to) - <ul style="list-style-type: none"> (a) wages and on costs of person engaged in the administering of the Student Apartment Complex, and

- (b) communication costs with Owners and Income Pool Manager (for example postage, telephone costs).

“Pool Apartment”

Means each of those Apartments which are available to the Lessee for granting licences to the public being those Apartments which are not occupied by the Lessor or Owners.

“Pool Costs”

Means the aggregate of :

- (a) Operating Costs
- (b) Pool Administration Fees
- (c) bank charges in the Revenue Account and Refurbishment & Improvement Fund, and
- (d) any other costs which are incurred in respect of both operating the Student Apartment Complex under the Business including:
- (i) local authority rates, water rates, fire levies, Owners Corporation levies and all other costs associated with ownership of property for all the Apartments (excluding land tax)
 - (ii) costs of keeping a current pro forma secondary sales notice and model resale contract available at all times during the Business
 - (iii) amounts paid into the Refurbishment & Improvement Fund
 - (iv) any prior losses which may be claimed back by the Lessor, and
 - (v) all costs which are expressed to be excluded from the definition of Operating Costs except:
 - land tax which must be paid by the Lessor directly, and
 - Other Expenses which are paid by the Lessee.

All of the above expenses include any Goods and Services Tax payable in respect of them.

“Pool Income”

Means all amounts received by the Lessee in connection with the management of the Student Apartment Complex

which are the subject of Leases and all of the ancillary operations of the Apartments, including:

- (a) Gross Receipts, and
- (b) other items of revenue which are received by the Lessee incidentally to the running of the Student Apartment Complex.

“Public Holiday”	Means any day declared a holiday by the Commonwealth, State or local government in South Australia.
“Refurbishment & Improvement Fund”	Means the account established by the Lessee and used to fund the refurbishment and replacement of the Equipment and the refurbishment of the Apartments.
“Revenue Account”	Means the separate bank account in the name of the Lessee to be operated in accordance with clause 5.1.
“Schedule”	Means the Schedules attached to and forming part of this Lease.
“Security Deposit Account”	Means an account in the name of the Lessee to which the Security Deposits are to be deposited.
“Security Deposits”	Means the amounts, if any, required to be paid by occupants as either a holding deposit or as a security deposit pursuant to a Services Agreement but does not include any rental bond which must be lodged with the relevant authority in respect of any residential tenancies agreement.
“Services Agreement”	Means a lease, licence, lodgers agreement or other agreement for occupation of any of the Apartments.
“Site Manager”	Means the senior executive appointed by the Lessee to manage the Student Apartment Complex.
“Six Monthly Reports”	Means reports required by clause 6.8.
“Standard”	Means a standard equal or better than the standard of operations of other comparable Unihouse properties.
“Student Apartment Complex”	Means the apartment complex comprising the Apartments, Common Property and Equipment known as “Unihouse Rundle Mall” located at 160 Rundle Mall, Adelaide.
“Term”	Means the term of this Lease being the period from the Commencement Date to the Termination Date (inclusive) unless this Lease is terminated earlier under the terms of this Lease.
“Termination Date”	Means the day preceding the 10 th anniversary of the

Commencement Date.

“Unit Entitlements” Means in respect of the Apartment, the unit entitlement ascribed to the Apartment in the Community Plan. The schedule of Unit Entitlements as at the commencement of the Student Apartment Complex appears as Schedule 2.

“Vendor” Means Southbank Securities Pty Ltd ACN 092 701 703 or its successors or assigns.

words denoting any gender include all genders

the singular number includes the plural and vice versa

references to any legislation includes any legislation which amends or replaces that legislation

a person includes their executors, administrators, successors, substitutes (for example, persons taking by novation) and assigns

a person includes companies and corporations and vice versa

except in this clause, headings do not affect the interpretation of this Lease

the construction least favorable to the party responsible for drafting the Lease will not be adopted against that party merely because that party put forward the first draft of this Lease

words in italics provide an explanation or example of the intended operation of the particular clause in question and may be used to resolve any dispute about that clause

amounts of money are expressed in Australian dollars unless otherwise expressly stated

a reference to a document includes any variation or replacement of it, and

a reference to any thing includes the whole or each part of it.

2. MANAGEMENT STRUCTURE

2.1 The Lessee is to manage the Student Apartment Complex as a whole

- (a) The Lessor appoints the Lessee to manage the Apartment in accordance with the terms of this Lease and the Lessee accepts this appointment.
- (b) All parties agree the Lessee is managing the Student Apartment Complex as a complete operation. Accordingly, the Owner has an interest in the Lessee's performance under this Lease as the Lessee's performance will have a bearing on the operation of the Student Apartment Complex. The Lessor therefore has the right to require the Lessee to perform the duties and obligations set out in this Lease in respect of all Apartments which are the subject of this Lease.

- (c) The Lessor agrees:
 - (i) that a meeting of Owners may vote on amendments to this Lease
 - (ii) a majority of Owners present, in person or by proxy, is sufficient to pass a resolution in respect of an amendment to this Lease, and
 - (iii) as a result of being bound by this Lease the Lessor agrees to be bound by any amendment made to this Lease pursuant to such a vote.

2.2 Delegation of duties by the Lessee

- (a) The Lessee may enter into an agreement with an Operator under which the Operator will perform some of the Lessee's duties under this Lease and share the benefits the Lessee has under this Lease. The duties to be performed may be set down in a separate agreement between the Lessee and the Operator.
- (b) If such an agreement is entered with an Operator, then the Lessee must abide by the following terms:
 - (i) The Lessee remains the donee of the powers of attorney granted in the Lessee's favour by the Lessee.
 - (ii) The Operator must be operator for all of the Student Apartment Complex and no separate operator may be appointed for different Apartments.
 - (iii) The Operator does not have any proprietary interest in the Apartment. The delegation may not operate as a sublease or an assignment. Therefore, the intention is that if, for example, the Lease is prematurely terminated, then the Operator has no interest in the Apartment and no right to the use of the Apartment in any way.
- (c) If there is a delegation under this clause 2.2, then the parties to this Lease must accept the actions of the Operator as being those of the Lessee.
- (d) Subject to the Lessee's approval and ratification, the Operator may also elect to delegate some or all of its duties to another party, or alternatively may enter into a franchise agreement with a recognised franchisor of student accommodation operations.

2.3 The Lessee's role generally

- (a) The Lessee must communicate openly and frankly with the Lessor and the other Owners concerning the Apartment and its performance under this Lease.

- (b) The Lessee's obligations as set out in this Lease are not to be interpreted as extending any further than is required for the Lessee to protect the collective best interests of all Owners.
- (c) As lessee under this Lease the Lessee has no general power to control the Lessor's ownership of the Apartment but only specific powers given under this Lease, in respect of the management of the Apartment.

2.4 The Lessee acts on behalf of Owners

Anywhere in this Lease where the Lessee is required to take any steps on behalf of Owners, the Lessee must act according to the following guidelines:

- (a) If the matter in question relates only to this Lease and the Lessor, then the Lessee must take instructions from the Lessor.
- (b) If the matter in question relates to an issue which concerns two or more of the Owners, the Lessee must act in the best interests of all Owners.

2.5 Power of Attorney in the Lessee's favour

- (a) In order to give full effect to the power given to the Lessee in this clause, the Lessor (and, where appropriate, jointly and severally), by signing this Lease irrevocably nominates and appoints the Lessee and each of the Lessee's directors and officers from time to time (jointly and severally) to be the Lessor's attorney to do anything which the Lessor is bound to do on behalf of other Owners or the Lessor, pursuant to this Lease, including making any amendments to this Lease which will not adversely affect the Lessor's rights.
- (b) The power of attorney in this clause expires when the Lease comes to an end.
- (c) The Lessor agrees to ratify and confirm all acts, deeds and things done by the Lessee as the Lessor's attorney while this power of attorney remains in full force and effect.
- (d) The Lessor must not transfer nor assign the Apartment or this Lease unless the proposed assignee:
 - (i) agrees to be bound by this clause, and
 - (ii) if necessary, executes a power of attorney (or an agreement that such power will be given) of the same kind and of the same duration as the power of attorney in this clause.
- (e) If the Lessee is removed as lessee, or the Lessee's personnel changes, then the Lessee must appoint a substitute attorney. This power of attorney remains valid in favour of the substitute or any subsequent substitute.
- (f) The power of attorney created by this clause must not be read down as it is an essential power granted in the Lessee's favour for the better

management of the Apartment and the Student Apartment Complex. The Lessor agrees to do everything necessary to give effect to this clause, including signing further documents.

- (g) The power of attorney created by this clause applies to all Owners, including Owners whose Apartments are not Pool Apartments.

2.6 Power of attorney must remain valid

The Lessor is only entitled to Owner's Income for such time as the power of attorney in clause 2.5 remains valid and the Lessor have given the Lessee a valid proxy or company nomination.

2.7 Indemnity to the Lessee

Except where the Lessee has been negligent, dishonest or acted fraudulently, the Lessor must not take any action against the Lessee in respect of any act done or omission made by the Lessee under this Lease.

3. MANAGEMENT OF THE APARTMENT

3.1 Duties in managing the Student Apartment Complex

The Lessee will (either by itself or by its delegates):

- (a) Attend to the supervision, direction, control, management and operation of the Student Apartment Complex.
- (b) Carry out all sundry incidental activities normally associated with the management of a student apartment business of a similar type to the Business.
- (c) Control all aspects of the day to day operation of the Student Apartment Complex including but not limited to:
 - (i) the payment of all accounts of the Student Apartment Complex
 - (ii) the taking of such actions whether at law or otherwise as may be reasonably required to recover the debts or other money due to the Student Apartment Complex , and
 - (iii) the marketing and promotion of the Student Apartment Complex including the use of any trademarks and logo, direct sales, direct mail, travelling costs, advertising material, product and distribution.
- (d) Arrange and contract for all advertising which the Lessee may consider necessary for the operation of the Business.

3.2 No partnership

Nothing in this Lease is intended to create a partnership at Law between the Lessor and the Lessee or any future lessee.

3.3 Good management

3.3.1 The Lessee must manage the Student Apartment Complex as required by the Leases in a proper and business like manner applying an appropriate standard of professional skill and expertise, and must at all times faithfully and honestly discharge its duties as lessee.

3.3.2 Without limiting the obligations of the Lessee under clause 3.3.1, the Lessee must operate the Student Apartment Complex to the Standard.

3.4 Lessee's control and discretion

Subject to this Lease, in particular clause 3.5, and within the confines of the Annual Business Plan, the Lessee will have absolute control and discretion in day to day operations of the Student Apartment Complex including:

- (a) the use of the Student Apartment Complex for all customary purposes
- (b) charges for facilities and services (including discounts and other benefits to persons or groups)
- (c) the selection, employment, remuneration, training, discipline, transfer and dismissal of staff
- (d) the acquisition of goods and services for the operation of the Student Apartment Complex
- (e) the advertising and promotion of the Student Apartment Complex
- (f) the supervision of legal actions and the retaining of solicitors on behalf of the Lessor in matters relating to the operation of the Student Apartment Complex
- (g) all such other acts and things which the Lessee deems necessary or conducive for the efficient management and operation of the Student Apartment Complex, and
- (h) terms of admission of residents to the Student Apartment Complex, and admission of residents to occupy.

3.5 Occupation of Apartment by Lessor

The Lessee will upon receipt of not less than four calendar months written notice from the Lessor, permit the Lessor or a member of the Lessor's family to occupy the Apartment. The Apartment will not be a Pool Apartment during the period that it is occupied by the Lessor or a member of the Lessor's family.

4. TERM OF THE LEASE

4.1 Term

The Lessor leases the Apartment to the Lessee and the Lessee accepts the Lease for a term commencing on the Commencement Date and ending on the Termination Date on the terms and conditions of this Lease.

4.2 Certificate of commencement

The Lessee will issue the Lessor with a notice stating the actual Commencement Date within 30 days after the Commencement Date.

4.3 Further term

- (a) The parties agree that at the end of each Term a Further Term of this Lease will be automatically renewed for two further terms, the first further term being 10 years, and the second further term being 10 years unless by notice in writing, no less than six (6) months prior to the Termination Date, the Lessee informs the Lessor the Lessee does not require such an extension, in which case the Lease will terminate on the Termination Date. The terms subsequent to the Term must commence on the day after the Termination Date and then on the day after the termination dates of the terms after that. Save for the inclusion of a commencement date and termination date for each of the leases in the Further Term the terms and conditions must be the same as contained in this Lease.
- (b) If the first option of 10 years is not exercised, then the second option of 10 years cannot be exercised.

5. OPERATIONAL REQUIREMENTS

5.1 Bank accounts

- (a) The Lessee shall open the Revenue Account as soon as funds are received from the Business.
- (b) The Revenue Account is to be opened in the name of the Lessee and will be operated at the Lessee's discretion.
- (c) The Lessee must deposit all Gross Receipts to the Revenue Account.
- (d) The Lessee will transfer from the Revenue Account, the following (in order of priority set out below):
 - (i) funds due to be credited to the Operating Account in accordance with clause 5.1(g)
 - (ii) funds due to be credited to the Refurbishment & Improvement Fund in accordance with clause 5.1(k)

- (iii) Pool Costs to the extent that the same have not already been paid from the Operating Account, and
 - (iv) amounts due to Owners on account of Owners' Income.
- (e) The Lessee must open the Operating Account.
- (f) The Operating Account is to be opened in the name of the Lessee and will be operated by the Lessee.
- (g) The Lessee must ensure the Operating Account will have deposited to it:
 - (i) sufficient funds to fund the first Month's operations on or around the Commencement Date as a loan from the Lessee's funds, and
 - (ii) transfers from the Revenue Account of sufficient funds to maintain a balance to pay the budgeted Operating Costs from the Operating Account for the next Month in accordance with the Annual Business Plan or draft business plan if it has not been approved.
- (h) The Lessee will procure payment of the Operating Costs from the Operating Account.
- (i) The Lessee will open an account for the Refurbishment & Improvement Fund, on the Commencement Date.
- (j) The Refurbishment & Improvement Fund is to be opened in the name of the Lessee and will be operated by the Lessee.
- (k) The Lessee will transfer money from the Revenue Account into the Refurbishment & Improvement Fund either Monthly, or at such other appropriate intervals in instalments equivalent to the percentages (or dollar sums where indicated) of Gross Receipts collected or received in the immediately preceding Month of the relevant period as set out below:
 - (i) In respect of the first Accounting Period – 1 percent
 - (ii) In respect of the second Accounting Period 2 percent
 - (iii) In respect of any Accounting Period thereafter - 2.5 percent
- (l) Money from the Refurbishment & Improvement Fund will be spent according to the Lessee's written direction.
- (m) The Lessee must only direct the money in the Refurbishment & Improvement Fund to be spent in accordance with the Annual Business Plan, excluding any expenditure which is properly payable from the sinking fund maintained by the Corporation.
- (n) If an emergency condition should exist which requires immediate repairs be made for the preservation and protection of the Student Apartment Complex, its residents or employees, which would ensure the continued

operation of the Student Apartment Complex, then the Lessee is authorised to take all actions and to make all expenditures necessary to repair and correct such condition, regardless of whether provisions had been made in the Annual Business Plan for such emergency expenditures.

- (o) If the Refurbishment & Improvement Fund is not adequate to meet expenditure in accordance with the Annual Business Plan, then the Lessee may call on the Lessor and the other Owners to make a payment to the Refurbishment & Improvement Fund. The request for payment must not be unreasonably withheld by the Lessor. If the Lessor does not pay the contribution then the Lessee may treat the non-payment in the same way as the Lessee is entitled to treat an Owners' Deficit under clause 6.6.
- (p) To the extent permitted by the Lessee's relationship with the Corporation, the Lessee must maintain the Common Property, and all fixtures and fittings which belong to the Corporation out of the appropriate fund of the Corporation.
- (q) The parties acknowledge the regular maintenance and repair of the Student Apartment Complex and Equipment is vital to the successful operation of the Student Apartment Complex.
- (r) Nothing in this Lease obliges the Lessee to pay for any repairs or refurbishment except from money in the Refurbishment & Improvement Fund, Revenue Account, the Operating Account and the appropriate fund maintained by the Corporation for the maintenance of Common Property. The Lessee must pay for any repairs required as a result of the Lessee's negligent acts or omissions.
- (s) Subject to clause 5.3, all cheques drawn on the Operating Account must be:
 - (i) for amounts which do not exceed expenditure limits set by reference to the Annual Business Plan or draft business plan if it has not yet been approved, or any valid variation of the Annual Business Plan, and
 - (ii) supported by documentary or other suitable evidence for the amount of the cheque.
- (t) The Lessee must pay all holding deposits, Security Deposits and similar sums (but not bonds which are required by law to be deposited with a government rental authority) into the Security Deposit Account, and only deal with Security Deposits and similar sums in accordance with the Services Agreement.

5.2 Annual Business Plan

- (a) By the commencement of each Accounting Period the Lessee must have prepared a draft business plan for the next Accounting Period. The business plan must outline in reasonable detail all such matters that should

be properly contained in a business plan for a student apartment complex of a similar nature to the Student Apartment Complex, including:

- (i) financial operating projections for the next Accounting Period
- (ii) projections of Refurbishment & Improvement Fund expenditure for the next Accounting Period, and
- (iii) a marketing plan that:
 - defines a sales and marketing strategy
 - sets objectives about occupancy, rates, revenue and clientele
 - establishes sales strategies for market segments, and
 - includes a review and comparison with the previous Accounting Period's Annual Business Plan.
- (b) If the Lessee has not prepared the draft business plan by the beginning of the Accounting Period for which it is to apply, then the previous Accounting Period's Annual Business Plan is to apply (in relation to the particulars not yet prepared).
- (c) Once the draft business plan is prepared it will become the Annual Business Plan.
- (d) A summary of the Annual Business Plan must be sent by the Lessee to the Income Pool Manager within 30 days after it becomes the Annual Business Plan. The Lessee is not under any obligation to send the Income Pool Manager information from the Annual Business Plan about marketing activities or business practices which the Lessee reasonably believes is commercially sensitive.

5.3 Limit on spending

Notwithstanding any other provisions of this Lease, the Lessee may spend (including incur liabilities) in any Accounting Period up to a 110% of the spending budgeted for the total Operating Costs in the Annual Business Plan. However the Lessee may spend in excess of that only:

- (a) with the authority of a majority of Owners present at a duly held meeting of Owners
- (b) if emergency spending is needed, or
- (c) if the Lessee reasonably believes the Owners' interests will be materially damaged if the funds are not spent.

5.4 Insurance

The Lessee must:

- (a) Maintain or cause to be maintained throughout the Term the following insurances:
 - (i) general workers compensation or similar employers liability insurance required by law
 - (ii) public liability insurance for death or injury to persons and damaged property within a combined single limit of not less than \$15 million or such amount as may from time to time be agreed in the Annual Business Plan
 - (iii) insurance in respect of the Equipment and other fixtures and fittings belonging to both the Lessee and the Lessor (excluding fixture and fittings of yours which have been brought into the Apartment by the Lessor and not the Lessee by operation of this Lease) covering all risks ordinarily insured including contents insurance
 - (iv) loss of profits insurance for a period of 12 months, and
 - (v) any other insurance budgeted for in the Annual Business Plan.
- (b) Provide to any Owners when reasonably requested proof of having effected these insurances.
- (c) Ensure that the Lessee, the Lessor and any mortgagee of either interests (but only if the Lessor notifies the Lessee of the existence of its mortgagee in writing), the Operator (if applicable) and their respective interests (as applicable in any case) are noted in the policies.

5.5 Audited accounts

- (a) Within 45 days after the end of each Accounting Period, the Lessee must deliver, or shall instruct an auditor to deliver to the Lessor an audited profit and loss statement showing the results of operations of the Business in the relevant Accounting Period. The cost of this will be an Operating Cost.
- (b) The Lessor is entitled at its discretion and cost to, at any time, appoint internal auditors to conduct an audit of the books and records of the Business. If the Lessee does this, then it must cooperate and give every assistance in relation to such audit.

5.6 Licences and permits

The Lessee must (and ensure any of its delegates) obtain and keep in full force and effect all licences and permits required for the operation of the Student Apartment Complex. The Lessee undertakes to comply with any conditions set out in any such licences and permits and at all times to operate and manage the Student Apartment Complex as student accommodation.

5.7 Comply with Laws

The Lessee will comply with all Laws, requirements and requisitions of any local or governmental authority or other competent body in respect of the Student Apartment Complex or any business carried on in respect of the Student Apartment Complex.

5.8 Corporation matters

While, at any time during the Term, the Lessee controls a majority of the Corporation the Lessee must ensure that the management of the Corporation is undertaken properly, efficiently and in accordance with the Act. The cost of doing so is a Pool Cost. The Lessee will be taken to control a majority of the Corporation if it holds powers of attorney similar to that contained in clause 8 in respect of a number of Apartments, the Unit Entitlements of which, total to more than half the unit entitlements of all lots in the Building.

5.9 Inspection

- (a) The Lessee must allow the Lessor access to the Apartment at any reasonable hour on not less than ten days' prior written notice for the purpose of inspection or to show the Apartment to prospective purchasers. In these circumstances the right to inspect will be subject to the Lessee making satisfactory arrangements with the occupant of the Apartment at the time.
- (b) Unless the Lessor is showing the Apartment to prospective purchasers, the Lessor is not entitled to inspect the Apartment pursuant to clause 5.9(a) more than once in any six month period.

5.10 Indemnity

- (a) The Lessee will indemnify the Lessor against all actions, claims, demands, damages, losses, costs and expenses which the Lessor may sustain, expend or be put to:
 - (i) by reason of or on account of any neglect or default on the Lessee's part to observe and perform any of the terms and conditions in this Lease, and
 - (ii) in respect of any damage to the Building (including damage to the Apartment) or personal injury occasioned by the negligent use or misuse, waste or abuse by the Lessee or its employees of the water, gas, electricity or other lighting or heating material, air conditioning or fire extinguishing apparatus, lifts or other mechanical or electrical equipment or apparatus supplied to or in connection with the Apartment or Common Property.
- (b) The Lessee must give the Lessor prompt notice of any known accident or defect of a kind referred to in clause 5.10(a).

6. PAYMENT OF NET INCOME TO OWNERS

6.1 Calculation of Gross Receipts

The Lessee will deposit all Gross Receipts into the Revenue Account

6.2 Calculation of Owners' Revenue

- (a) For every Month and for each of the Apartments that have been or are Pool Apartments in that Month or for part of that Month the Lessee will -
 - (i) calculate each day the Gross Receipts on a daily basis for those days those Apartments have been Pool Apartments
 - (ii) multiply the figure obtained in clause 6.2(a)(i) each day by the fraction that is each Pool Apartment's Unit Entitlement divided by the Unit Entitlements of all Pool Apartments for the relevant day, and
 - (iii) for each of the Apartments to which this clause 6.2(a) applies, total the results obtained in clause 6.2(a)(ii) for every day of the relevant Month.
- (b) The resulting figure after following the steps in clause 6.2(a)(i) to (iii) above for each of the relevant Apartments yields Owners' Revenue attributable to the Student Apartment Complex for the relevant Month.
- (c) Despite any other provision in this Lease, the Lessor is not entitled to any share of Pool Income or to any other income for those days the Apartment is not a Pool Apartment.

6.3 Calculation of Owners' Costs

- (a) All Owners share the Pool Costs (or part of them) whether or not their Apartments are Pool Apartments.
- (b) For every Month, the Lessee will:
 - (i) calculate the Pool Costs on a daily basis and multiply the result obtained by the fraction that is each Apartments' Unit Entitlement divided by the Unit Entitlements for all Apartments
 - (ii) total the results obtained under clause 6.3(b)(i) for every day of that relevant Month
- (c) The resulting figure after following the steps in clause 6.3(b) and for each relevant Apartment yields Owner's Costs for the relevant Month.

6.4 Calculation of Owners' Income and Owners' Deficit

- (a) The Owner's Income for any Month (or pro rata part of a Month), is equal to the Owners' Revenue less the Owners' Costs, where the amount calculated is equal to or greater than zero, subject to clause 6.4(b).
- (b) The Owners' Deficit for any Month is the Owners' Revenue less the Owners' Costs, where the amount calculated yields a figure less than zero, subject to clause 6.4(b).
- (c) The Owners' Revenue and Owners' Costs are calculated under clauses 6.2 and 6.3 given that the calculations in those clauses are carried out for each of the Apartments.

6.5 Payment of Owners' Income

The Lessee must pay the Owners' Income to the Income Pool Manager on behalf of the Lessor within 7 days after the end of each Month.

6.6 Payment of Owners' Deficit

- (a) The Lessee is entitled to send an invoice to the Lessor for the Owners' Deficit, and if an invoice is sent, then the Lessor must pay the Lessor's Owners' Deficit within 14 days after the receipt by the Lessor of the invoice.
- (b) The Lessor acknowledges the Lessee is entitled to include in the calculation of Owners' Deficit any Operating Loss which was previously funded by the Operator pursuant to the Operating Agreement.
- (c) An unpaid Owners' Deficit will accrue interest daily at the Interest Rate.
- (d) If the Lessor does not pay an Owners' Deficit (either because no invoice has been issued or because an invoice has been sent and not paid within the required time), then the Lessee may do any one or all of the following:
 - (i) Apply the Lessor's future Owners' Income towards payment of any outstanding Owners' Deficit until the Owners' Deficit (including accrued interest) is fully repaid.
 - (ii) Take action to recover any outstanding Owners' Deficit (plus interest) from the Lessor as a liquidated debt.
 - (iii) If the Lessor is not the trustee of a complying superannuation fund, take a charge over the Apartment which ranks second behind the Lessor's financier (if any).

6.7 No entitlement except to Owners' Income

- (a) The Lessor is only entitled to the Owners' Income.

- (b) On the sale of the Lessor's Apartment, the Lessor has no entitlement to any property or capital of the Lessee, or any claim on the Revenue Account, Operating Account, Refurbishment & Improvement Fund or any funds within those accounts.

6.8 Financial statements - six monthly

- (a) The Lessee must, by 30 September and 31 March of each year, provide to the Lessor for the preceding six month period (or such lesser period as clause 6.8(b) provides for) ending on 30 June or 31 December (respectively) detailed financial statements ("Six Monthly Reports") for the Managed Investment, including:
 - (i) a balance sheet and trading statement for the Accounting Period to date with comparison to the Annual Business Plan
 - (ii) reconciliation of the Revenue Account
 - (iii) reconciliation of the Operating Account
 - (iv) reconciliation of the Refurbishment & Improvement Fund
 - (v) a statement showing how the Owners' Income or Owners' Deficit was calculated for each Month during the six month period, and
 - (vi) a written report on matters pertaining to the operation of the Apartments.
- (b) For any period ending on 30 June or 31 December which is not a full six month period, the Lessee may use its discretion as to whether it will send the Six Monthly Reports. If the Lease is terminated part way through a six month period then the Lessee must send the Six Monthly Report within 90 days after the termination.

7. THE LESSEE'S REMUNERATION

7.1 Base Management Fee

During the Term the Lessee is entitled to charge as an Operating Cost the Base Management Fee.

7.2 Calculation of Base Management Fee

- (a) The Base Management Fee is to be calculated as follows:
 - (i) in the first Accounting Period from the Commencement Date, the greater of 5% of Gross Receipts, and the sum of \$38,532.00, and
 - (ii) in the second Accounting Period from the Commencement Date, the greater of 6% of Gross Receipts and 6% of the anticipated receipts, and

- (iii) in respect of any Accounting Period ending thereafter, the greater of 6.5% of Gross Receipts and 6.5% of the anticipated receipts.

Where "anticipated receipts" means for each Accounting Period the amount being not more than 10% greater than the deemed gross receipts for the immediately preceding Accounting Period notified in writing by the Lessee to the Lessor.

- (b) If there is an Operating Loss in any Accounting Period any payments on account of the Base Management Fee for the Accounting Period must be refunded by the Lessee to the extent of the Operating Loss.
- (c) If an Operating Loss arises in any Accounting Period due to events of force majeure, then clause 7.2 (b) does not apply, and the Lessee must be paid the Base Management Fee as per clause 7.2(a).

7.3 Payment of Base Management Fee

Within 14 days of the receipt of an invoice by the Income Pool Manager on behalf of the Lessor, the Lessee may deduct the Base Management Fee for the relevant Month from the Operating Account based on the Gross Receipts for the relevant Month.

7.4 Bonus fee

- (a) From Commencement Date if in any Accounting Period, Gross Operating Profit exceeds budgeted Gross Operating Profit set out in the Annual Business Plan for that Accounting Period, then the Lessee will, in addition to any other fees and expenses, be entitled to 20% of the surplus amount.
- (b) Within 30 days after completion of audited accounts for any Accounting Period, the Lessee is entitled to be paid the Bonus Fee from the Revenue Account.

7.5 Apportionment of fees

- (a) It is not intended that any part of the Base Management Fee, or Bonus Fee payable to the Lessee will be apportioned or applied in payment of any specific service to be provided by the Lessee.
- (b) However, if at any time it should for any reason become necessary to apportion the Base Management Fee, or Bonus Fee or apply any part of the Lessee's total remuneration to any specific service, then the same will be apportioned and applied by the Lessee so that no part thereof of which is apportioned or applied to any specific service for which any maximum fee, charge, commission, reward or other remuneration is prescribed by law will exceed that maximum and the balance, if any, will be apportioned and applied in payment of the services for which no maximum is prescribed.

7.6 Review of Base Management Fee

The Base Management Fee will be reviewed at the date of commencement of each Further Term from which the Base Management Fee to be paid in respect of each Accounting Period until the date of commencement of the next Further Term or termination of this Lease, as the case may be, will be as agreed between the Lessee and the Income Pool Manager. The Lessee and the Income Pool Manager will negotiate in good faith to determine a mutually satisfactory Base Management Fee. If this has not been determined within 30 days after the date of commencement of the relevant Further Term, then the parties must use the dispute resolution process in clause 15 to resolve the dispute. The Lessor will continue to pay the Base Management Fee payable immediately prior to the date of commencement of the relevant Further Term until the reviewed Base Management Fee is agreed or determined.

8. CORPORATION AND ATTORNEY

8.1 Vote in accordance with the Lessee

- (a) The Lessor agrees that at all or any meetings of the Corporation or of the committee of the Corporation held during the Term, the Lessor must vote in accordance with the directions given by the Lessee.
- (b) The power of attorney in this clause expires when this Lease comes to an end.

8.2 Power of attorney to the Lessee

To better secure the performance by the Lessor of the obligations under this clause, by signing this Lease, the Lessor irrevocably nominates and appoints the Lessee, and each of its directors and officers from time to time (jointly and severally), to be the Lessor's attorney and to act, attend and vote as attorney in the Lessee's absolute discretion on the Lessor's behalf at all or any meetings of the Corporation or of the committee of the Corporation to the Lessor's exclusion if the Lessor is present at such meeting, and if such attorney or attorneys of the Lessor require such exclusion. This appointment must not be used to vote on a motion to raise a special levy or increase the sinking fund.

8.3 Ratification

The Lessor agrees to ratify and confirm all acts, deeds and things done by the Lessor's attorney hereby constituted under clause 8.2 or by any of them at all or any of the meetings referred to in this clause 8 held while this power of attorney remains in full force and effect.

8.4 Assignment

The Lessor must not transfer nor assign the Apartment or this Lease unless the proposed assignee:

- (a) agrees to be bound by this clause, and

- (b) if necessary, executes a power of attorney (or an agreement that such power will be given) of the same kind and for the same duration as the power of attorney in this clause.

8.5 Attorney includes proxy

Without limitation, the terms "attorney" used in this clause include a "proxy" for the purposes of the Act and the regulations from time to time of the Corporation.

8.6 Power of attorney must remain valid

The Lessor is only entitled to Owner's Income for such time as the power of attorney in clause 8.2 remains valid and the Lessor has given the Lessee a valid proxy or company nomination.

9. THE LESSOR'S OBLIGATIONS

9.1 The Lessor's obligations

The Lessor must -

- (a) allow the Lessee quiet possession of the Apartment
- (b) allow the Lessee use of the Apartment including the right to sub-let or licence the Apartment without the Lessor's consent
- (c) not interfere with the Lessee's business conducted at the Student Apartment Complex
- (d) deliver any accounts for Pool Costs for the Apartment received by the Lessor to the Lessee for payment pursuant to this Lease (even if the Apartment is not a Pool Apartment)
- (e) obtain at the Lessor's cost upon execution of this Lease (or upon the grant of any subsequent mortgage) the consent of any mortgagee of the Apartment to this Lease
- (f) abide by the rules of occupation of the Student Apartment Complex as laid down by the Lessee (or the Operator), and
- (g) allow the Lessee access to the Apartment at reasonable times and on reasonable notice to inspect the state of repair and condition of the Apartment.

9.2 Where Pool Costs paid by the Lessor directly

- (a) If the Lessee fails to comply with clause 9.1(d) then the Lessor must promptly pay any accounts and notify the Lessee of any payment. The Lessee must reimburse the Lessor from the Revenue Account immediately on demand by notice for any such payment.

- (b) Nothing in this clause 9.2 requires the Lessee to make any payment to the Lessor from the Lessee's own funds.

10. DAMAGE AND DESTRUCTION

10.1 Apartment unfit for use

If the Apartment (including the interior of the Apartment) is destroyed or damaged and is wholly or partially unfit for occupation or use then:

- (a) The Lessee must within a reasonable time after the damage or destruction:
 - (i) if the interior of the Apartment is damaged, then use its best endeavours to repair the Apartment, or
 - (ii) if the Lessee has sufficient control, then make or cause the Corporation to make an application pursuant to the Act to settle a system for extinguishment or variation of the Community Plan as the case may be.
- (b) The payment of any money to the Lessor will be suspended (except any insurance money payable) and not be payable until the Lessee has made the Apartment wholly fit for occupation for use or obtained an order under the Act to extinguish or vary the Community Plan.

10.2 Reinstatement

If as a result of such damage or destruction the Lessee has not complied with clause 10.1(a) within a reasonable time, then the Lessee must meet with the Lessor with a view to reaching agreement on reinstatement or consider any order of a court made pursuant to the Act to extinguish or vary the Community Plan.

10.3 Termination

Where the Lessee fails to attend to its obligations under clause 10.1(a) within a reasonable time and agreement under clause 10.2 is not reached within 120 days of the damage or destruction then:

- (a) The Lessee may, at the end of the 120 day period by written notice to the Lessor, terminate this Lease and all other Leases from the date of the damage or destruction but will retain any prior accrued right, or
- (b) The Lessor or the other Owners may terminate this Lease and all other Leases following agreement to this course of action by 50% or more of Owners (by value) at a meeting of Owners.

10.4 The Lessee is not required to reinstate from the Lessee's own funds

Nothing in this clause 10 is intended to mean that the Lessee must make any repair or reinstatement from the Lessee's funds.

10.5 Insurance claims

Any insurance money received by either the Lessor or the Lessee in respect of any damage must be applied to:

- (a) reinstatement of the damaged Apartment, or
- (b) if the Apartment is not reinstated then to the rightful Owner.

11. EARLY TERMINATION

11.1 Events of default by the Lessee

If any of the following events occur, then the Lessee will have defaulted under the Lease:

- (a) An instalment of money payable or any part of it by the Lessee to the Lessor under this Lease remains unpaid for a period exceeding 21 days after the day on which it ought to have been paid (whether or not formal or legal demand for payment has been made).
- (b) The Lessee fails to duly and promptly perform or observe any of the obligations contained in this Lease.
- (c) The Lessee appoints (or there is appointed) under any statute or instrument or by order of any court a manager, an administrator, a trustee, a receiver, a receiver and manager or a liquidator in relation to any part of the Lessee's undertakings, assets or property.
- (d) The Lessee breaches or allows to be breached any Laws.

11.2 Events of default by the Lessor

If any of the following events occur, then the Lessor will have defaulted under the Lease:

- (a) An instalment of money payable or any part of it by the Lessor to the Lessee under this Lease remains unpaid for a period exceeding 21 days after the day on which it ought to have been paid (whether or not formal or legal demand for payment has been made).
- (b) The Lessor fails to duly and promptly perform or observe any of the Lessor's obligations contained in this Lease.
- (c) The Lessor breaches or allows to be breached any Laws.

11.3 Termination by the Owners

- (a) No action must be taken in respect of any default by the Lessee under this Lease unless the Lessor has given to the Lessee a written notice specifying the default. That notice must require that the default be remedied within 21 days (or any longer period as may be specified in the notice).

- (b) If an event of default has occurred and the notice required under clause 11.3(a) has been given and not complied with in the required time (or the Lessee has not taken significant steps to ensure compliance if the period provided for in the notice is too short) then the Lessor may without prejudice to any other right which the Lessor has or could otherwise have against the Lessee or any other person in respect of that event of default, at any subsequent time:
- (i) (subject to any prior demand or notice as is required by law) enter into and take possession of the Apartment (by force if necessary) and eject or prevent re-entry by the Lessee and all other persons from and to the Apartment and on so doing this Lease will be absolutely determined
 - (ii) by written notice to the Lessee determine this Lease and from the date of giving of the notice this Lease will be absolutely determined, or
 - (iii) by written notice to the Lessee, require it to assign the Lease to another lessee.

11.4 Consequences of termination of Lease

- (a) Upon termination of this Lease the obligations of the parties must end and the Lessee is no longer liable for any money payable to the Lessor.
- (b) However, the parties agree -
- (i) both parties remain liable for any antecedent breach of this Lease and for liabilities incurred pursuant to this Lease prior to the date of termination, and
 - (ii) there must be a final accounting done of the Revenue Account, Operating Account and Refurbishment & Improvement Fund at termination to ensure all parties are accounted to, or make or receive payments from those accounts according to the terms of this Lease.

11.5 Termination by the Lessee

- (a) No action may be taken in respect of any default by the Lessor under this Lease unless the Lessee has given the Lessor a written notice specifying the default. That notice must require that the default be remedied with 21 days (or any longer period as may be specified in the notice).
- (b) If an event of default has occurred and the notice required under clause 11.5(a) has been given and not complied with in the required time (or the Lessor has not taken significant steps to ensure compliance if the period provided for in the notice is too short), then the Lessee may do any one or more of the following, without prejudice to any other right which the Lessee has or could otherwise have against the Lessor or any other person in respect of that event of default, at any subsequent time:

- (i) By written notice to the Lessor, determine this Lease and from the date of giving the notice this Lease will be absolutely determined.
- (ii) Institute legal proceedings for any loss or damage suffered by the Lessee as a result of the Lessor's default.
- (iii) Take any other action which the Lessee is lawfully able to take.
- (iv) Apply future Owner's Income towards payment of any outstanding Owner deficit until the Owner's deficit (including accrued interest) is fully repaid.
- (v) Take action to recover any outstanding Owner's deficit (plus interest) from the Lessor as a liquidated debt.
- (vi) If the Lessor is not the Trustee of a complying superannuation fund, then take a charge over the Apartment which ranks second behind the Lessor's financier (if any).

12. ASSIGNMENT

12.1 Assignment by the Lessee

The Lessee may assign its interest in the Lease so long as the following conditions are met:

- (a) The Lessee must be satisfied the proposed assignee is a responsible and respectable person capable of satisfactorily performing the duties and obligations of the lessee under the Leases.
- (b) The Lessee must agree to assign its rights under all Leases and any Operating Agreement it has with the Operator so that there can be an effective assignment of the whole of the management and operation of the Student Apartment Complex.
- (c) A deed of assignment must be prepared by the Lessee. The deed of assignment must cause the proposed assignee to take over all of the Lessee's obligations from the date of the assignment. Approval of the assignment will be made by Owners at a meeting at which Owners must not act unreasonably. For the avoidance of doubt, it will not be unreasonable for the Lessee to include a term in the deed of assignment whereby the Lessee is released from all future obligations from the date of the deed of assignment. The Owners may, in their discretion, engage lawyers to assist in the negotiation of a deed of assignment, the cost of which will be a Pool Cost.
- (d) The Lessee must call a meeting of Owners within a reasonable time of the deed of assignment being prepared and put the assignment proposal to the Owners as an agenda item for that meeting. The proposed assignee may also attend the meeting and make a presentation and answer questions from the floor.

- (e) All costs of securing the assignment, save for the legal fees of lawyers engaged by the Owners under clause 12.1(c), must be paid by the Lessee out of its own funds with no right to be reimbursed from the Revenue Account or Operating Account.

12.2 Restructuring of the Lessee

- (a) Despite anything else in this clause 12, the Lessee is entitled, without the need for obtaining the prior consent of the Owners to assign this lease or enter into an agreement with a party related to the Lessee (according to the definitions in the Corporations Law) for it to manage the Student Apartment Complex on the Lessor's behalf.
- (b) If the Lessee relies on this clause, then it must:
 - (i) notify the Lessor and all the other Owners, and
 - (ii) pay all costs of the assignment, licence or agreement out of its own funds without the right to be reimbursed from the Owners.

12.3 Effecting an assignment

If a valid assignment is to be made under this clause 12, then the Lessee may use its power of attorney granted by the Lessor under this Lease to do whatever is necessary to achieve a valid assignment.

12.4 Dispute Resolution

If a dispute arises under this assignment clause 12, then one of the parties may refer the matter for dispute resolution as provided for in this Lease.

12.5 No other assignment or subletting

The Lessee must not assign the Lease or sublet the Apartment except according to the terms of this clause 12. Subletting in this context does not include letting the Apartment to the Lessor or any other person in the ordinary course of the Lessee's business of operating the Student Apartment Complex as a student accommodation business.

13. SALE OF THE LESSOR'S APARTMENT

13.1 Deed of covenant on sale of Apartment

- (a) If the Lessor wishes to sell the Apartment, then the Lessor must include a condition precedent in any sale contract requiring the purchaser, prior to settlement of the sale of the Apartment, to sign a Deed of Covenant on Transfer of Freehold.
- (b) The completed and signed Deed of Covenant on Transfer of Freehold must be delivered to the Lessee within 14 days after the completion of the sale of the Apartment.

13.2 Stamp duty on Deed of Covenant

The Lessor must pay any stamp duty and the Lessee's reasonable legal costs on the Deed of Covenant on Transfer of Freehold.

14. COMMUNICATIONS

14.1 Notices in Writing

- (a) Any notice to be given pursuant to this Lease must be in writing and delivered by hand or sent by pre-paid post or fax.
- (b) If given to the Lessee, then it must be given as follows:
- | | |
|----------|--|
| Name: | Student Lodging Australia Pty Ltd |
| Address: | C/- Level 1, 118 Walker Street,
North Sydney NSW 2060 |
| Fax No.: | (02) 9954 4614 |
- (c) If given to the Lessor, then it must be given as follows:
- | | |
|----------|--|
| Name: | Southbank Securities Pty Ltd |
| Address: | c/o Level 8, 182-182 Blues Point Road,
McMahons Point, NSW 2060 |
| Fax No.: | (02) 9966 1621 |
- (d) If during the term of this Lease changes to these details are communicated in writing, then the notices must be given according to the most recent written advice.

14.2 Receipt of Notice Sent by Post

A notice sent by post to an address in Australia from an Australian address in Australia is taken to have been received two Business Days after it was posted.

14.3 Receipt of Notice Sent by Fax

A notice sent by fax is taken to have been received on the day and time of an accurate transmission which has proceeded without error.

15. DISPUTE RESOLUTION

15.1 Dispute Notice

If a dispute arises out of or in connection with this Lease, then the party asserting the dispute must give the other party a Dispute Notice in writing adequately

identifying and providing details of the dispute. A notice under this clause is called a "Dispute Notice".

15.2 Confer with the Independent Person

Within 14 days after service of the Dispute Notice the parties must confer in the presence of the Independent Person to attempt to resolve the dispute and the costs of the Independent Person must be met equally by the parties. The Lessee may deduct the Lessor's share from any future Owners' Income owing to the Lessor.

15.3 Arbitration

- (a) If the dispute cannot be resolved or if either party considers the other is not making reasonable efforts in good faith to resolve the dispute, either party may by notice to the other party refer such dispute to arbitration or litigation.
- (b) Arbitration must be effected by a single arbitrator in accordance with the Commercial Arbitration Act who must be nominated, in the absence of agreement, by the President for the time being of the Australian Institute of Valuers and Land Economists Inc. (SA Division) who must be instructed to appoint an arbitrator with relevant expertise in management of property similar in kind to the Student Apartment Complex. Unless the parties agree in writing, the Independent Person must not be appointed as an arbitrator nor be called as a witness by either party in any arbitration, litigation or other form of dispute resolution whatsoever.

15.4 Rights unaffected

Nothing in this clause prejudices the right of a party to institute proceedings to enforce any right or obligation pursuant to this Lease.

16. WAIVER

Failure to exercise or delay in exercising any right, power or privilege in this Lease by either party will not operate as a waiver of that right, power or privilege and a single or partial, exercise of any right, power or privilege will not preclude any other or further exercise of that right, power or privilege, or the exercise of any other right, power or privilege.

17. VARIATION TO TERMS OF LEASES

The terms and conditions of this Lease may be varied only by the parties by agreement through the method set out in clause 2.1. The Lessor agrees this Lease may be amended by that process.

18. FURTHER ASSISTANCE

Both parties must execute and do all acts and things necessary or desirable to implement, register and give full effect to the provisions and purpose of this Lease.

19. PROPER LAW

This Lease is governed by the laws of South Australia and all parties submit to the non-exclusive jurisdiction of the courts in South Australia.

20. COSTS

Each party will pay their own costs of entering into this Lease and any renewed Lease but the Lessor will pay all stamp duty, titles office registration fees and all other expenses of registering documents (if any) in relation to the Lease and any renewed Lease.

21. FORCE MAJEURE

If a party is unable to perform in whole or in part its obligations under this Lease by reason of war, riots, terrorism, civil commotion, material occurrence of an insured risk, accidents or government restrictions so as to cause an adverse effect on the Student Apartment Complex then the party will be relieved of its obligation to the extent that it is unable to perform and for so long as it is unable to perform and no liability will arise from such non-performance.

22. SEVERANCE

If any provision of this Lease or the application of that provision to any person or circumstance is or becomes invalid or enforceable, the remaining provisions will not be affected and each provision of this Lease will remain valid and enforceable to the fullest extent permitted by law.

23. GOODS AND SERVICES TAX**23.1 General**

- (a) If the supply of goods or services under this Lease represents a taxable supply for the purposes of the *A New Tax System (Goods and Services Tax) Act 1999* ("GST Act") and related legislation and attracts a Goods and Services Tax, then the party supplying the goods or services is entitled to increase the amount to be paid for the supply of the goods or services by the amount of the GST applicable to each taxable supply.
- (b) If the party making the supply is registered, or required to be registered for GST purposes, and includes an amount of GST in the amount to be paid for the supply, then the party making the supply must issue to the recipient of the supply a tax invoice in accordance with the provisions of the GST Act. Failure to issue a tax invoice in accordance with the GST Act means the consideration payable by the recipient of the supply shall not include any GST payable in respect of the supply.

23.2 Supply of Apartments

- (a) If the supply of the Apartment is not a taxable supply under the GST Act or the Lessor is not registered pursuant to the GST Act, then the Lessee is

not obliged to pay the Lessor any GST over and above any other payment due to the Lessor under this Lease.

- (b) The Lessor agrees, to the extent permitted by law, that the Lessee may use the power of attorney the Lessor has granted pursuant to clause 2.5 to do the following:
 - (i) Produce, on the Lessor's behalf, any documentation required by the Lessee in order to obtain input tax credits from the Australian Taxation Office ("ATO").
 - (ii) Lodge this documentation with the ATO.
 - (iii) Do anything else necessary in order to give effect to this clause.
- (c) The Lessor acknowledges that the Lessee will not pay the Lessor any GST on a payment for a supply under this Lease if the Lessor has not supplied the Lessee with the information the Lessee requires in order to claim input tax credits in respect of the payments to the Lessor.
- (d) The application of this clause 23 will mean Owners who are registered pursuant to the GST Act will be treated differently to those who are not registered. If any Law or ASIC will not permit the Lessee to pay an amount of money plus GST to some Owners and not others on the basis not every Owner is being treated equally, then despite anything else in this Lease, the Lessee is not obliged to pay GST on any payment due to the Lessor.

24. SCHEDULES

Schedules 1 and 2 form part of this Lease.

SCHEDULE 1 - DEED OF COVENANT ON TRANSFER OF FREEHOLD

LEASE dated _____ .

BETWEEN: _____

("Lessor")

AND: **STUDENT LODGING AUSTRALIA PTY LTD** ACN 082 181 119 of
Level 1, 118 Walker Street, North Sydney NSW 2060

("Lessee")

AND: _____

("Purchaser")

INTRODUCTION

- A. The Lessor has entered into a Lease with the Lessee for Apartment _____ on Community Plan _____ ("Apartment").
- B. The Purchaser has entered into a contract for the purchase of the Apartment subject to the Lease.

AGREEMENT

- 1. The Purchaser agrees to be bound and hereby accepts the options contained in the Lease.
- 2. The Purchaser further agrees that as and from the date of acquisition of the Apartment the Purchaser will perform and observe all of the covenants of the Lessor under the Lease (to the extent applicable to the Apartment) as if the Purchaser has been named in the Lease as the Lessor.
- 3. Subject to the Lessee continuing to abide by the terms and conditions of the Lease the Purchaser is bound by the terms of the Lease as Lessor.
- 4. (a) The Purchaser agrees that at all or any meetings of the Corporation or of the committee of the Corporation held during the Term, the Purchaser will vote in accordance with the directions given by the Lessee.
(b) To better secure the performance by the Purchaser of the obligations under this clause, the Purchaser (and, where appropriate, jointly and severally) by the execution of this Deed irrevocably nominates and appoints the Lessee and each director and officer of the Lessee from time to time

- (jointly and severally) to be the attorney of the Purchaser and to act, attend and vote as attorney in its absolute discretion on behalf of the Purchaser at all or any meetings of the Corporation or of the committee of the Corporation to the exclusion of the Purchaser if present at such meeting and if such attorney or attorneys of the Purchaser require such exclusion but this appointment must not be used to vote on a motion to raise a Corporation special levy or increase the sinking fund.
- (c) The Purchaser agrees to notify and confirm all acts, deeds and things done by its attorney constituted or by any of them at all at any of the meetings referred to in this clause held while this power of attorney remains in full force and effect.
 - (d) The Purchaser must not transfer nor assign the Apartment except to a transferee who has first agreed to be bound by the conditions on the part of the Purchaser in this clause and to execute a power of attorney of the same kind and for the same duration as given in this Deed.
 - (e) Without limitation, the term "attorney" used in this clause includes a "proxy" for the purposes of the Act and the regulations from time to time of the Corporation.
 - (f) The Purchaser will only be entitled to Owner's income for such time as the powers of attorney in this clause 4 remains valid and the Purchaser has given the Lessee a valid proxy or company nomination.
5. (a) The Purchaser agrees that the Lease is part of the entire system of Leases for the better management of the Student Apartment Complex. Accordingly, any dealings between the Lessee and the Purchaser (as Lessor) must be directed by and through the Lessee as set out in the Lease. Further, any steps which are to be taken by and through the Purchaser (as Lessor) under the Lease with respect to the Lessee are to be taken by the Lessee on behalf of the Purchaser on all of those occasions expressed in the Lease. These occasions include carrying out variations, amendments, assignments which are agreed to under the Lease as well as entering into new leases as per the terms of the Lease.
- (b) To better secure the performance by the Purchaser of the obligations under this clause, the Purchaser (and, where appropriate, jointly or severally) by the execution of this Deed irrevocably nominates and appoints the Lessee (acting as responsible entity) and each director and officer of the Lessee (acting as responsible entity) (if the Lessee is a company) from time to time (jointly or severally) to be the attorney of the Purchaser to act in accordance with the terms of the Leases on behalf of the Purchaser.
 - (c) The Purchaser agrees to satisfy and confirm all acts, deeds and things done by its attorney constituted or by any of them at all in carrying out any of the duties under the Lease while this power of attorney remains in full force and effect.

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- (d) The Purchaser must not transfer nor assign the Apartment except to a transferee who has first agreed to be bound by the conditions on the part of the Purchaser in this clause and to execute a power of attorney of the same kind and for the same duration as given in this Deed.
 - (e) The Purchaser will only be entitled to Owner's Income for such time as the powers of attorney in this clause 5 remains valid and the Purchaser has given the Lessee a valid proxy or company nomination.
6. All stamp duty payable on this Deed must be paid by the Purchaser.
7. For the purposes of this Deed the terms appearing in capital letters are defined as set out in this Deed, or if there is no definition in this Deed, then according to the Lease.

EXECUTED as a deed

SIGNED SEALED AND DELIVERED by)
the Lessor in the presence of:)

SIGNED SEALED AND DELIVERED by)
the Lessee in the presence of:)

SIGNED SEALED AND DELIVERED by)
the Purchaser in the presence of:)

SCHEDULE 2 – UNIT ENTITLEMENTS

CONSENTS OF MORTGAGEES AND SECTION 32 DEVELOPMENT ACT 1993 CERTIFICATION

This Lease does not contravene section 32 of the Development Act 1993.

DATED 3 December 2001

EXECUTION

SIGNED by PETER JOHN GIBSON of 45/7 Liberman Close, Adelaide South Australia 5000 as Attorney for SOUTHBANK SECURITIES PTY LTD (ACN 092 701 703) who is either personally known to me or has satisfied me as to his identity

SOUTHBANK SECURITIES PTY LTD by its Attorney

..... Power of Attorney Number

In the presence of:

..... Witness

Full Name of Witness: Tracy Louise Bowe

Address: 45 Pirie Street
Adelaide SA 5000

Telephone: (08) 8210 1200

SIGNED for and on behalf of STUDENT)
LODGING AUSTRALIA PTY LTD by)
PETER JOHN GIBSON an authorised)
representative in the presence of:-)

.....

.....
Witness

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

**LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA**

MEMORANDUM OF LEASE

FORM APPROVED BY THE REGISTRAR GENERAL

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886
_____ Solicitor/Registered Conveyancer/Lessee

AGENT CODE

Lodged by:

Correction to:

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

1.
2.
3.
4.
5.

Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

1.
2.
3.

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

ITEM(S)	AGENT CODE

Series No.	Prefix
	L

BELOW THIS LINE FOR OFFICE USE ONLY

Date	Time	
FEES		
R.G.O.	POSTAGE	NEW C.T.

CORRECTION	PASSED
------------	--------

REGISTRAR-GENERAL

Deed of Assignment

3. The Assignor assigns to the Assignee absolutely from Settlement the Lease and all the Assignor's right and Interests under the Lease and the Assignee accepts the assignment and indemnifies the Assignor against any claim which may arise under the Lease in respect of any matter or thing done or omitted to be done by the Assignee after settlement.
4. The Assignor warrant to the Assignee that the Assignor has duly observed and performed and will, pending Settlement, duly observe and perform each of its covenants and obligations under the Lease and further warrants to the Assignee that the Lessee is not now in default of any of its covenants and obligations under the Lease and further undertakes to the Assignee that it will notify the Assignee in writing forthwith upon the Lessee making any default prior to Settlement.
5. The Assignee and the Lessee agree that from Settlement they will be bound by the Lease as if the lessor named and described in the Lease was the Assignee.
6. The Assignee agrees to be bound and hereby accepts the options contained in the Lease.
7. The Assignee:
 - 7.1 Agrees that all or any meetings of the Corporation or of the committee of Corporation held during the Term, the Assignee will vote in accordance with the directions given by the Lessee;
 - 7.2 To better secure the performance by the Assignee of the obligations under this clause, the Assignee (and, where appropriate, jointly and severally) by the execution of this deed irrevocably nominates and appoints the Lessee and each director and officer of the Lessee from time to time (jointly and severally) to be the attorney of the Assignee and to act, attend and vote as attorney in its absolute discretion on behalf of the Assignee at all or any meetings of the Corporation or of the committee of the Corporation to the exclusion of the Assignee if present at such meeting and if such attorney for attorneys of the Assignee require such exclusion but this appointment must not be used to vote on a motion to raise a Corporation special levy or increase the sinking fund;
 - 7.3 Agrees to ratify and confirm all acts, deeds and things done by its attorney Constituted or by any of them at all at any of the meetings referred to in this clause held while this power of attorney remains in full force and effect; and
 - 7.4 Must not transfer nor assign the Land except to a transferee who has first agreed to be bound by the conditions on the part of the Assignee in this clause and to execute a power of attorney of the same kind and for the same duration as given in this deed;

Without limitation, the term "attorney" used in this clause includes a "proxy" for the purposes of the Act and the regulations from time to time of the Corporation.

The Assignee will only be entitled to Owner's income for such time as the powers of attorney in this Clause 7 remains valid and the Assignee has given the Lessee a valid proxy or company nomination.

8. The Assignee agrees:
 - 8.1 that Lease is part of the entire system of Leases for the better management of the Student Land Complex. Accordingly, any dealings between the Lessee and the Assignee (as Lessor) must be directed by and through the Lease as set out in the Lease. Further, any steps, which are taken by and through Assignee (as Lessor) under the Lease with respect to the Lessee are to be taken by the Lessee on behalf of the Assignee on all of those occasions expressed in the Lease. These occasions include carrying out variations, amendments, assignments which are agreed to under the Lease as well as entering into new leases as per terms of the Lease;
 - 8.2 To better secure the performance by the Assignee of the obligations under this clause, the Assignee (and, where appropriate, jointly and severally) by the execution of this deed that it irrevocably nominates and appoints the Lessee (acting as responsible entity) (if the Lessee is a company) from time to time (jointly and severally) to be the attorney of the Assignee to act in accordance with the terms of the Leases on behalf of the Assignee;
 - 8.3 To satisfy and confirm all acts, deeds and things done by its attorney Constituted or by any of them at all in carrying out any of the duties under the Lease while this power of attorney remains in full force and effect.
 - 8.4 That it must not transfer nor assign the Land except to a transferee who first has agreed to be bound by the conditions on part of the Assignee in this clause and to execute a power of attorney of the same kind and for the same duration as given in this deed; and
 - 8.5 That it will only be entitled to Owner's income for such time as the powers of attorney in this Clause 8 remain valid and the Assignee has given the Lessee a valid proxy or company nomination.
9. For the purpose of this deed the terms appearing in capital letters are defined as set out in this deed, or if there is not definition in this deed, then accordingly to the Lease.
10. The law applicable to this deed is the law of South Australia whose courts have jurisdiction to determine and dispute arising under this

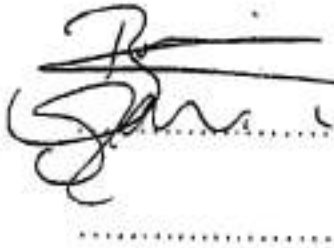
deed.

- 11. This instrument is intended to be and shall take effect as a deed under seal at and from settlement notwithstanding and lack of formality in its form, attestation and execution.
- 12. The Assignee shall bear the costs of and incidental to the preparation and execution of this deed and any stamp duty payable on it.

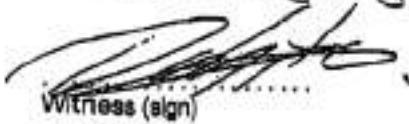
Executed as a Deed

SIGNED Sealed and Delivered by
The Assignor

In the presence: George Delgato



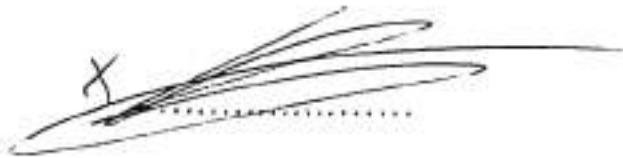
.....



.....
Witness (sign)

SIGNED Sealed and Delivered by
The Assignee

In the presence of:



.....



.....
Witness (sign)

SIGNED for and on behalf
of Care Property Pty Ltd
by an authorised
Representative in the presence of:

.....
Witness (sign)

Deed of Covenant on Transfer of Freehold

Deed of Covenant on Transfer of Freehold

LEASE dated _____ and Deed of Assignment dated _____

BETWEEN: BERISLAV MIKLIC and LAURA MARIANA MONTEAGUDO
("the Lessor");

AND: Care Property Pty Ltd ABN 94 084 411 012 of Level 1/530
Lonsdale St, Melbourne Vic 3004
("the Lessee");

AND: Bowen Maurice Brogden
("the Purchaser")

INTRODUCTION

- A. The Lessor has entered into a Lease ("the Lease") with the Lessee for Apartment 709 in Community Plan No. 21063 ("Apartment").
- B. The purchaser has entered into a contract for the purchase of the Apartment subject to the Lease.

AGREEMENT

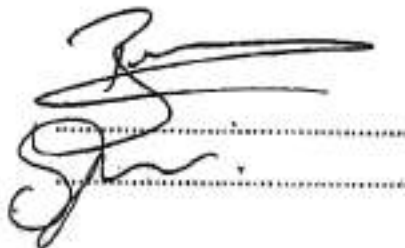
1. The Purchaser agrees to be bound and hereby accepts the options contained in the Lease.
2. The Purchaser further agrees that as and from the date of acquisition of the Apartment the Purchaser will perform and observe all of the covenants of the Lessor under the Lease (to the extent applicable to the Apartment) as if the Purchaser had been named in the Lease as the Lessor.
3. Subject to the Lessee continuing to abide by the terms and conditions of the Lease, the Purchaser is bound by the terms of the Lease as the Lessor.
4. (a) The Purchaser agrees that at all or any meetings of the Corporation or of the committee of the Corporation held during the Term, the Purchaser will vote in accordance with the directions given by the Lessee.
(b) To better secure the performance by the Purchaser of the obligations under this clause, the Purchaser (and, where appropriate, jointly and severally) by the execution of this Deed irrevocably nominates and appoints the Lessee and each director and officer of the Lessee from time to time (jointly and severally) to be the attorney of the Purchaser and to act, attend and vote as attorney in its absolute discretion on behalf of the Purchaser at all or any meetings of the Corporation or of the committee of the Corporation to the exclusion of the Purchaser if present at such meeting and if such attorney or attorneys of the Purchaser require such exclusion but this appointment must not be used to vote on a

- motion to raise a Corporation special levy or increase the sinking fund.
- (c) The Purchaser agrees to notify and confirm all acts, Deeds and things done by its attorney constituted or by any of them at all at any of the meetings referred to in this clause held while this power of attorney remains in full force and effect.
 - (d) The Purchaser must not transfer nor assign the Apartment except to a transferee who has first agreed to be bound by the conditions on the part of the Purchaser in this clause and to execute a power of attorney of the same kind and for the same duration as given in this Deed.
 - (e) Without limitation, the term "attorney" used in this clause includes a "proxy" for the purposes of the Act and the regulations from time to time of the Corporation.
 - (f) The Purchaser will only be entitled to Owner's income for such time as the powers of attorney in this clause 4 remains valid and the Purchaser has given the Lessee a valid proxy or company nominations.
5. (a) The Purchaser agrees that the Lease is part of the entire system of Leases for better management of the Student Apartment Complex. Accordingly, any dealings between the Lessee and the Purchaser (as Lessor) must be directed by and through the Lessee as set out in the Lease. Further, any steps which are to be taken by and through the Purchaser (as Lessor) under the Lease with respect to the Lessee are to be taken by the Lessee on behalf of the Purchaser on all of those occasions expressed in the Lease. These occasions include carrying out variations, amendments, assignments which are agreed to under the Lease as well as entering into new leases as per the terms of the Lease.
- (b) To better secure the performance by the Purchaser of the obligations under this clause, the Purchaser (and, where appropriate, jointly or severally) by the execution of this Deed irrevocably nominates and appoints the Lessee (acting as responsible entity) (if the Lessee is a company) from time to time (jointly or severally) to be the attorney of the Purchaser to act in accordance with the terms of the Lease on behalf of the Purchaser.
 - (c) The Purchaser agrees to satisfy and confirm all acts, deed and things done by its attorney constituted or by any of them at all carrying out any of the duties under the Lease while this power of attorney remains in full force and effect.
 - (d) The Purchaser must not transfer nor assign the Apartment except to a transferee who has first agreed to be bound by the conditions on the part of the Purchaser in this clause and to execute a power of attorney of the same kind and for the same duration as given in this Deed.
 - (e) The Purchaser will only be entitled to Owner's Income for such time as the powers of attorney in this clause 5 remains valid and the Purchaser has given the Lessee a valid proxy or company nomination.

- 6. All stamp duty payable on this Deed will be payable by the Purchaser.
- 7. For the purposes of this Deed the terms appearing in capital letters are defined as set out in the Deed, or if there is no definition in this Deed, then accordingly to the Lease
- 8. This deed may be executed in any number of counterparts and all of those counterparts taken together shall constitute one and the same instrument.


Executed as a Deed.

SIGNED Sealed and Delivered by)
By the Lessor
Laura Marlana Montenegro
and
Berislav Mikulic
in the presence: George Arjona



.....
Signature of Witness

SIGNED Sealed and Delivered by)
By the Purchaser
and
in the presence:



.....
.....



.....
Signature of Witness

SIGNED Sealed and Delivered by
By the Lessee
Care Property Pty Ltd
Pursuant to Section 127 of the Corporations Act 2001

.....
Signature of Director

.....
Signature of Director/Secretary