

The Form 1 Company™

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FORM 1 - VENDOR'S STATEMENT

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

Contents

Preliminary

Part A – Parties and land

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

Part C – Statement with respect to required particulars

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

Schedule

Preliminary

To the purchaser:

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

PART A – PARTIES AND LAND

1. Purchaser:

Address:

2. Purchaser's registered agent:

Address:

3. Vendor:

BRENTON JOHN BOCK AND ALISON LOUISE BOCK

Address:

5 CRAIGHILL ROAD ST GEORGES SA 5064

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]

602/12 TAPLEY STREET ADELAIDE SA 5000 BEING LOT 602 IN PRIMARY COMMUNITY STRATA PLAN 41847 BEING THE WHOLE OF THE LAND IN CERTIFICATE OF TITLE VOLUME 6227 FOLIO 693

**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:

5 CRAIGHILL ROAD ST GEORGES SA 5064

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

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

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.

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

PROCEEDING WITH THE PURCHASE

If you wish to proceed with the purchase –

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


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

To the purchaser:

I/We, **BRENTON JOHN BOCK AND ALISON LOUISE BOCK**

of **5 CRAIGHILL ROAD ST GEORGES SA 5064**

being the *vendor(s)/person authorised to act on behalf of the vendor(s) in relation to the transaction state that the Schedule contains all particulars required to be given to you pursuant to section 7(1) of the *Land and Business (Sale and Conveyancing) Act 1994*.

Date: 16-Apr-2026 Signed: 
Signed on Greatforms by: P5GQD92N8JPCOU6A432G90VVT5

Date: _____ Signed: _____

Date: _____ Signed: _____

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



(section 9)

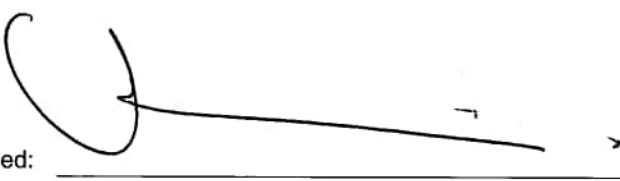
To the purchaser:

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: 13 | 4 | 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
<i>[If an item is applicable, ensure that the box for the item is ticked and complete the item.]</i>		
<i>[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, <u>but not</u> in the case of –</i>		
<i>(a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and</i>		
<i>(b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and</i>		
<i>(c) the heading "6. Repealed Act Conditions" and item 6.1; and</i>		
<i>(d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2,</i>		
<i>which must be retained as part of this statement whether applicable or not.]</i>		
<i>[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.]</i>		
<i>[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 <u>each</u> such mortgage, charge or prescribed encumbrance.]</i>		
<i>[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 <u>all</u> 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.]</i>		

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

5

Column 1	Column 2	Column 3
1. General		
<p>1.1 Mortgage of land</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>CERTIFICATE OF TITLE</p> <p>Number of mortgage (if registered): 13177119</p> <p>Name of mortgagee: PERPETUAL CORPORATE TRUST LTD</p>	<p><input checked="" type="checkbox"/></p> <p>YES</p> <p>YES</p>
<p>1.2 Easement (whether over the land or annexed to the land)</p> <p>Note – "Easement" includes rights of way and party wall rights.</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>PROPERTY INTEREST REPORT</p> <p>Description of land subject to easement: PORTION OF THE LAND IN THE SAID CERTIFICATE OF TITLE</p> <p>Nature of easement: REFER PAGE 12 IN THE PROPERTY INTEREST REPORT FOR DETAILS OF STATUTORY EASEMENTS</p> <p>Are you aware of any encroachment on the easement? NO (If YES, give details):</p> <p>If there is an encroachment, has approval for the encroachment been given? (If YES, give details):</p>	<p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>
<p>1.3 Restrictive covenant</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>Nature of restrictive covenant:</p> <p>Name of person in whose favour restrictive covenant operates:</p> <p>Does the restrictive covenant affect the whole of the land being acquired? (If NO, give details):</p> <p>Does the restrictive covenant affect land other than that being acquired?</p>	<p><input type="checkbox"/></p> <p>YES / NO</p> <p>YES / NO</p>
<p>1.4 Lease, agreement for lease, tenancy agreement or licence</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><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>

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

6

Column 1	Column 2	Column 3
<p>(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.)</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>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> RESIDENTIAL TENANCY AGREEMENT - FIXED TERM OR PERIODIC</p> <p>Names of parties: THE VENDOR AND HAYLEY MCMILLAN AND ALLAN MAGISTRADO</p> <p>Period of lease, agreement for lease etc: From 6/06/2025</p> <p>To 7/06/2026</p> <p>Amount of rent or licence fee: \$1,170.00 PER FORTNIGHT (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 APPLICATION DA/88/2017 AND ITS VARIATION</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 APPLICATION LD/15/2018</p>	

6. Repealed Act conditions

<p>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</i></p>	<p><i>Is this item applicable?</i> <input type="checkbox"/></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i> YES / NO</p> <p><i>Are there attachments?</i> YES / NO</p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p>	
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FORM 1 – STATEMENT UNDER SECTION 7 (*Land and Business (Sale and Conveyancing) Act 1994*)

7

Column 1	Column 2	Column 3
Adelaide Development Control Act 1976 (repealed), the Planning Act 1982 (repealed) or the Planning and Development Act 1967 (repealed)	Nature of condition(s):	
<p>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</p>		

29. Planning, Development and Infrastructure Act 2016

29.1	Part 5 – Planning and Design Code	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>CITY OF ADELAIDE SEARCH AND PROPERTY INTEREST REPORT</p> <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):</p> <p>12 TAPLEY ST ADELAIDE SA 5000 LT 602</p> <p>ZONES</p> <p>CAPITAL CITY - CC</p> <p>OVERLAYS</p> <p>AIRPORT BUILDING HEIGHTS (REGULATED) - ALL STRUCTURES OVER 100 METRES AHD</p> <p>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.</p> <p>AFFORDABLE HOUSING</p> <p>THE AFFORDABLE HOUSING OVERLAY SEEKS TO ENSURE THE INTEGRATION OF A RANGE OF AFFORDABLE DWELLING TYPES INTO RESIDENTIAL AND MIXED USE DEVELOPMENT.</p> <p>BUILDING NEAR AIRFIELDS</p> <p>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.</p> <p>DESIGN</p> <p>THE DESIGN OVERLAY SEEKS TO ENSURE SIGNIFICANT DEVELOPMENT POSITIVELY CONTRIBUTES TO THE LIVEABILITY, DURABILITY AND SUSTAINABILITY OF THE BUILT ENVIRONMENT THROUGH HIGH-QUALITY DESIGN.</p> <p>HAZARDS (FLOODING - EVIDENCE REQUIRED)</p> <p>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</p> <p>THE NOISE AND AIR EMISSIONS OVERLAY SEEKS TO PROTECT NEW NOISE AND AIR QUALITY SENSITIVE DEVELOPMENT FROM</p>	<input checked="" type="checkbox"/> NO YES
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Column 1	Column 2	Column 3
	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 there a State heritage place on the land or is the land situated in a State heritage area?	
	NO	
	Is the land designated as a local heritage place?	
	NO	
	Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?	
	NO	
	Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	
	YES	
	Note – For further information about the Planning and Design Code visit https://code.plan.sa.gov.au .	
29.2 section 127 – Condition (that continues to apply) of a development authorisation	<p data-bbox="499 1173 767 1200"><i>Is this item applicable?</i></p> <p data-bbox="499 1229 1190 1256"><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p data-bbox="499 1267 767 1294"><i>Are there attachments?</i></p> <p data-bbox="499 1305 1331 1361"><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p data-bbox="499 1397 727 1424">Date of authorisation:</p> <p data-bbox="499 1460 1067 1487">Name of relevant authority that granted authorisation:</p> <p data-bbox="499 1523 807 1550">Condition(s) of authorisation:</p>	<p data-bbox="1469 1182 1505 1216"><input type="checkbox"/></p> <p data-bbox="1385 1229 1511 1256">YES / NO</p> <p data-bbox="1385 1267 1511 1294">YES / NO</p>
[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]		

SCHEDULE – DIVISION 2 – OTHER PARTICULARS
(section 7(1)(b))**Particulars relating to community lot (including strata lot) or development lot**

1 Name of community corporation:

COMMUNITY CORPORATION 41847 INC

Address of community corporation:

12-14 TAPLEY STREET 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 602 : 254 OF 10,000*[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 STRATA DATA ON 27 MARCH 2026

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

10

6 The following documents are enclosed:

(a) a copy of the scheme description (if any) and the development contract (if any);



(b) a copy of the by-laws of the community scheme.

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



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

Name:

STRATA DATA

Address:

647 PORTRUSH ROAD GLEN OSMOND SA 5064

Note –

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

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

11

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, fellmongery or hide curing	textile operations
transport depots or loading sites	tyre manufacture or retreading	vermiculture
vessel construction, repair or maintenance	waste depots	wastewater storage, treatment or disposal
water discharge to underground aquifer	wetlands or detention basins	wineries or distilleries
wood preservation works	woolscouring or wool carbonising works	works depots (operated by councils or utilities)

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

- (1) Is the vendor aware of any of the following activities ever having taken place at the land:
- (a) storage, handling or disposal of waste or fuel or other chemicals (other than in the ordinary course of domestic activities)?
 - (b) importation of soil or other fill from a site at which –
 - (i) an activity of 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?

NO

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

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

NO

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

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

NO

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

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

NO

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

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

NO

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

Note –

These questions relate to details about the land that may be known by the vendor. A "YES" answer to the questions at items 2(1) or 2(2) may indicate that a **potentially contaminating activity** has taken place at the land (see sections 103C and 103H of the *Environment Protection Act 1993*) and that assessments or remediation of the land may be required at some future time.

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

3 – Licences and exemptions recorded by EPA in public register

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

- (a) details of a current licence issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?
NO
- (b) details of a licence no longer in force issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?–
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.

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

14

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.

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.

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

16

7 – Further information for purchasers**Note –**

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

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

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

If –

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

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

SCHEDULE – DIVISION 3 – COMMUNITY LOTS AND STRATA UNITS**Matters to be considered in purchasing a community lot or strata unit**

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

Governance

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

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

Use of your property

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

Depending on the rules, you might not be permitted to make changes to the exterior of your unit, such as installing a television aerial or an air-conditioner, building a pergola, attaching external blinds etc without the permission of the body corporate. A meeting may be needed before permission can be granted. Permission may be refused. Note that the articles or by-laws could change between now and when you become the owner: the body corporate might vote to change them. Also, if you are buying before the community plan is registered, then any by-laws you have been shown are just a draft.

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments - voting rights

You may be buying into a group that is run by several different community corporations. This is common in mixed use developments, for example, where a group of apartments is combined with a hotel or a group of shops. If there is more than 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 17 inclusive, together with the following annexures and supporting documents (if any):

**CERTIFICATE OF TITLE VOLUME 6227 FOLIO 693
PROPERTY INTEREST REPORT
SA WATER, EMERGENCY SERVICES LEVY AND LAND TAX CERTIFICATES
CITY OF ADELAIDE SEARCH
COMMUNITY PLAN 41847
COMMUNITY CORPORATION SEARCH
SCHEME DESCRIPTION 13157977
BY-LAWS 13157978
OFFICE OF THE TECHNICAL REGULATOR EMAIL
RESIDENTIAL TENANCY AGREEMENT - FIXED TERM OR PERIODIC**

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 6227/693)
 Date/Time 27/03/2026 03:13PM
 Customer Reference
 Order ID 20260327007011

REAL PROPERTY ACT, 1986



South Australia

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



Certificate of Title - Volume 6227 Folio 693

Parent Title(s) CT 5790/924
 Creating Dealing(s) ACT 13157976
 Title Issued 23/08/2019 Edition 2 Edition Issued 08/10/2019

Estate Type

FEE SIMPLE

Registered Proprietor

BRENTON JOHN BOCK
 ALISON LOUISE BOCK
 OF 15 BURKE STREET TUSMORE SA 5065
 AS JOINT TENANTS

Description of Land

LOT 602 PRIMARY COMMUNITY STRATA PLAN 41847
 IN THE AREA NAMED ADELAIDE
 HUNDRED OF ADELAIDE

Easements

NIL

Schedule of Dealings

Dealing Number	Description
13177119	MORTGAGE TO PERPETUAL CORPORATE TRUST LTD. (ACN: 000 341 533)

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
12/08/2019	13157977	SCHEME DESCRIPTION	FILED
12/08/2019	13157978	BY-LAWS	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

Property Interest Report

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

Title Reference	CT 6227/693	Reference No. 2768013
Registered Proprietors	B J & A L*BOCK	Prepared 27/03/2026 15:13
Address of Property	Apartment 602, 12 TAPLEY STREET, 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 <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed) | 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. *Fences Act 1975***
- 9.1 section 5 - Notice of intention to perform fencing work Contact the vendor for these details
- 10. *Fire and Emergency Services Act 2005***
- 10.1 section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire Contact the Local Government Authority for other details that might apply
Where the land is outside a council area, contact the vendor
- 11. *Food Act 2001***
- 11.1 section 44 - Improvement notice Public Health in DHW has no record of any notice or direction affecting this title
also
Contact the Local Government Authority for other details that might apply
- 11.2 section 46 - Prohibition order Public Health in DHW has no record of any notice or direction affecting this title
also
Contact the Local Government Authority for other details that might apply
- 12. *Ground Water (Qualco-Sunlands) Control Act 2000***
- 12.1 Part 6 - risk management allocation Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
- 12.2 section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property DEW Water Licensing has no record of any notice affecting this title
- 13. *Heritage Places Act 1993***
- 13.1 section 14(2)(b) - Registration of an object of heritage significance Heritage Branch in DEW has no record of any registration affecting this title
- 13.2 section 17 or 18 - Provisional registration or registration Heritage Branch in DEW has no record of any registration affecting this title
- 13.3 section 30 - Stop order Heritage Branch in DEW has no record of any stop order affecting this title
- 13.4 Part 6 - Heritage agreement Heritage Branch in DEW has no record of any agreement affecting this title
also
Refer to the Certificate of Title
- 13.5 section 38 - "No development" order Heritage Branch in DEW has no record of any "No development" order affecting this title
- 14. *Highways Act 1926***
- 14.1 Part 2A - Establishment of control of access from any road abutting the land Transport Assessment Section within DIT has no record of any registration affecting this title
- 15. *Housing Improvement Act 1940 (repealed)***
- 15.1 section 23 - Declaration that house is undesirable or unfit for human habitation Contact the Local Government Authority for other details that might apply
- 15.2 Part 7 (rent control for substandard houses) - notice or declaration Housing Safety Authority has no record of any notice or declaration affecting this title
- 16. *Housing Improvement Act 2016***

- | | | |
|------|--|--|
| 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. *Native Vegetation Act 1991*

25.1 Part 4 Division 1 - Heritage agreement DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title

25.2 section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title

25.3 section 25D - Management agreement DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title

25.4 Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation DEW Native Vegetation has no record of any refusal or condition affecting this title

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

26.1 section 97 - Notice to pay levy in respect of costs of regional NRM board The regional landscape board has no record of any notice affecting this title

26.2 section 123 - Notice to prepare an action plan for compliance with general statutory duty The regional landscape board has no record of any notice affecting this title

26.3 section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object The regional landscape board has no record of any notice affecting this title

26.4 section 135 - Condition (that remains in force) of a permit The regional landscape board has no record of any notice affecting this title

26.5 section 181 - Notice of instruction as to keeping or management of animal or plant The regional landscape board has no record of any notice affecting this title

26.6 section 183 - Notice to prepare an action plan for the destruction or control of animals or plants The regional landscape board has no record of any notice affecting this title

26.7 section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve The regional landscape board has no record of any notice affecting this title

26.8 section 187 - Notice requiring control or quarantine of animal or plant The regional landscape board has no record of any notice affecting this title

26.9 section 193 - Protection order to secure compliance with specified provisions of the Act The regional landscape board has no record of any order affecting this title

26.10 section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act The regional landscape board has no record of any order affecting this title

26.11 section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act The regional landscape board has no record of any authorisation affecting this title

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

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

28. Phylloxera and Grape Industry Act 1995

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

29. Planning, Development and Infrastructure Act 2016

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

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

30. *Plant Health Act 2009*

30.1	section 8 or 9 - Notice or order concerning pests	Plant Health in PIRSA has no record of any notice or order affecting this title
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31. *Public and Environmental Health Act 1987 (repealed)*

31.1	Part 3 - Notice	Public Health in DHW has no record of any notice or direction affecting this title
		also
		Contact the Local Government Authority for other details that might apply
31.2	<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 will respond with details relevant to this item
also
Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title.
also
Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title.
also
Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title.

35. Water Resources Act 1997 (repealed)

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

36. Other charges

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

Other Particulars

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	27/03/2026 03:13PM
Customer Reference	
Order ID	20260327007011

Certificate of Title

Title Reference	CT 6227/693
Status	CURRENT
Easement	NO
Owner Number	14803736
Address for Notices	5 CRAIGHILL RD ST GEORGES, SA 5064
Area	NOT AVAILABLE

Estate Type

Fee Simple

Registered Proprietor

BRENTON JOHN BOCK
ALISON LOUISE BOCK
OF 15 BURKE STREET TUSMORE SA 5065
AS JOINT TENANTS

Description of Land

LOT 602 PRIMARY COMMUNITY STRATA PLAN 41847
IN THE AREA NAMED ADELAIDE
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference	TRANSFER (T) 13177118
Dealing Date	15/09/2019
Sale Price	\$460,000
Sale Type	FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	13177119	PERPETUAL CORPORATE TRUST LTD. (ACN: 000 341 533)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
0212456560	CURRENT	Apartment 602, 12 TAPLEY STREET, ADELAIDE, SA 5000

Notations



Product	Title and Valuation Package
Date/Time	27/03/2026 03:13PM
Customer Reference	
Order ID	20260327007011

Dealings Affecting Title

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
12/08/2019 09:01	13157977	SCHEME DESCRIPTION	FILED
12/08/2019 09:01	13157978	BY-LAWS	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	0212456560
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2020
Property Location	Apartment 602, 12 TAPLEY STREET, ADELAIDE, SA 5000
Local Government	ADELAIDE
Owner Names	BRENTON JOHN BOCK ALISON LOUISE BOCK
Owner Number	14803736
Address for Notices	5 CRAIGHILL RD ST GEORGES, SA 5064
Zone / Subzone	CC - Capital City
Water Available	Yes
Sewer Available	Yes
Land Use	1329 - Ninth Floor Or Above Home Unit
Description	3Apt CP
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C41847 LOT 602	CT 6227/693

Values



Product Title and Valuation Package
Date/Time 27/03/2026 03:13PM
Customer Reference
Order ID 20260327007011

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$56,000	\$475,000			
Previous	\$56,000	\$425,000			

Building Details

Valuation Number	0212456560
Building Style	High Rise Home Units (lifts)
Year Built	2019
Building Condition	Good
Wall Construction	Composite Construction
Roof Construction	Steel Decking
Equivalent Main Area	68 sqm
Number of Main Rooms	3

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



Product Check Search
Date/Time 27/03/2026 03:13PM
Customer Reference
Order ID 20260327007011

Certificate of Title

Title Reference: CT 6227/693

Status: CURRENT

Edition: 2

Dealings

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

Priority Notices

NIL

Notations on Plan

Lodgement Date	Completion Date	Dealing Number	Description	Status	Plan
12/08/2019	23/08/2019	13157977	SCHEME DESCRIPTION	FILED	C41847
12/08/2019	23/08/2019	13157978	BY-LAWS	FILED	C41847

Registrar-General's Notes

No Registrar-General's Notes exist for this title



Account Number 02 12456 56 0	L.T.O Reference CT6227693	Date of issue 30/3/2026	Agent No. 7734	Receipt No. 2768013
--	------------------------------	----------------------------	-------------------	------------------------

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 J & A L BOCK
Location: U602 12 TAPLEY ST ADELAIDE LT602 C41847
Description: 3Apt CP **Capital Value:** \$ 475 000
Rating: Residential

Periodic charges

Raised in current years to 31/3/2026

			\$
	Arrears as at: 30/6/2025	:	0.00
Water main available:	1/10/2019	Water rates	246.90
Sewer main available:	1/10/2019	Sewer rates	282.00
		Water use	136.39
		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	665.29CR
		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 12456 22 9.

The Water Use apportionment option is Uneven.

The apportionment percentage for this account is 2.54%.

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

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



Government of
South Australia

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

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



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





South Australian Water Corporation

Name:

B J & A L BOCK

Water & Sewer Account

Acct. No.: **02 12456 56 0**

Amount: _____

Address:

U602 12 TAPLEY ST ADELAIDE LT602
C41847

Payment Options



EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0212456560



Bill code: 8888 Ref: 0212456560
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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: 0212456560



**Government of
South Australia**

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

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



CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

ABN 19 040 349 865
Emergency Services Funding Act 1998

The Emergency Services Levy working for all South Australians

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

PIR Reference No: 2768013

THE FORM 1 COMPANY
GPO BOX 1651
ADELAIDE SA 5001

DATE OF ISSUE
30/03/2026

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

OWNERSHIP NUMBER		OWNERSHIP NAME		
14803736		B J & A L BOCK		
PROPERTY DESCRIPTION				
A602 12 TAPLEY ST / ADELAIDE SA 5000 / LT 602				
ASSESSMENT NUMBER	TITLE REF. <small>(A "+" indicates multiple titles)</small>	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
0212456560	CT 6227/693	\$475,000.00	R4 1.000	RE 0.400
LEVY DETAILS:		FIXED CHARGE	\$	50.00
		+ VARIABLE CHARGE	\$	160.70
FINANCIAL YEAR		- REMISSION	\$	96.70
2025-2026		- CONCESSION	\$	0.00
		+ ARREARS / - PAYMENTS	\$	-114.00
		= 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 28/06/2026



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



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: 7016265113</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au <small>© Registered to BPAY Pty Ltd ABN 69 079 137 518</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:</p> <p>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.



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: 2768013

THE FORM 1 COMPANY
GPO BOX 1651
ADELAIDE SA 5001

DATE OF ISSUE

30/03/2026

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NAME

B J & A L BOCK

FINANCIAL YEAR

2025-2026

PROPERTY DESCRIPTION

A602 12 TAPLEY ST / ADELAIDE SA 5000 / LT 602

ASSESSMENT NUMBER

0212456560

TITLE REF.

(A "+" indicates multiple titles)

CT 6227/693

TAXABLE SITE VALUE

\$56,000.00

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

28/06/2026



**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

OFFICIAL: Sensitive**Please Note:**

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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




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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Biller Code: 456293 Ref: 7016265022</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au <small>© Registered to BPAY Pty Ltd ABN 69 079 137 518</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 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: 1 April 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-6227/693
Owner Name Mr B J Bock and Ms A L Bock
Address of Property Floor 6 602/12 Tapley Street, 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,



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	27 March 2026
Receipt Number	7093106
Document Issue Date	1 April 2026
Property Address	Floor 6 602/12 Tapley Street, ADELAIDE SA 5000
Property Description	Lot 602 CP 41847
Property Titles	CT-6227/693
Owner of Property	Mr B J Bock and Ms A L Bock

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: 42788 0

Property Location **Floor 6 602/12 Tapley Street,**

Rateable Valuation \$17,000
Arrears \$483.40
Arrears Legal Fees \$0.00

Gross Rates **\$1,986.95**

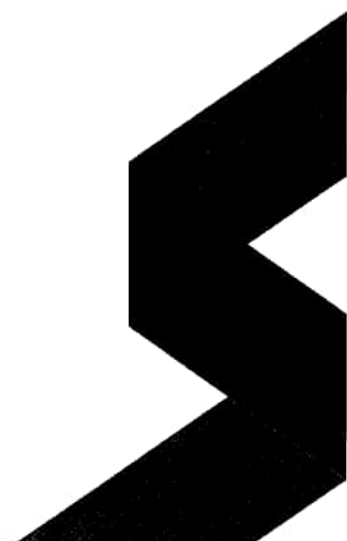
(includes Regional
Landscape Levy)
Interest, Current \$19.70
Interest, Arrears \$0.00

Rebates \$0.00

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

Paid \$-1,993.35
Overpayments \$0.00
Refunds \$0.00

Outstanding Balance **\$496.70**



PRESCRIBED INFORMATION

Address: Floor 6 602/12 Tapley Street, ADELAIDE SA 5000

Reference: 2015/01793

Certificate of Title: CT-6227/693

Dated: 1 April 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 (repealed)</i> , the <i>City of Adelaide Development Control Act 1976 (repealed)</i> , the <i>Planning Act 1982 (repealed)</i> or the <i>Planning and Development Act 1966 (repealed)</i>	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 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

<p>section 50(1)—Requirement to vest land in a council or the Crown to be held as open space</p>	<p>Date requirement given:</p> <p>Name of body giving requirement:</p> <p>Nature of requirement:</p> <p>Contribution payable (if any):</p>
<p>section 50(2)—Agreement to vest land in a council or the Crown to be held as open space</p>	<p>Date of agreement:</p> <p>Names of parties:</p> <p>Terms of agreement:</p> <p>Contribution payable (if any):</p>
<p>section 55—Order to remove or perform work</p>	<p>Date of order:</p> <p>Terms of order:</p> <p>Building work (if any) required to be carried out:</p> <p>Amount payable (if any):</p>
<p>section 56—Notice to complete development</p>	<p>Date of notice:</p> <p>Requirements of notice:</p> <p>Building work (if any) required to be carried out:</p> <p>Amount payable (if any):</p>
<p>Section 57—Land management agreement</p>	<p>Date of agreement:</p> <p>Names of parties:</p> <p>Terms of agreement:</p>

<p>Section 69—Emergency Order</p>	<p>Date of order:</p> <p>Name of authorised officer who made order:</p> <p>Name of authority that appointed authorised officer:</p> <p>Nature of order:</p> <p>Amount payable (if any):</p>
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PRESCRIBED INFORMATION

Section 71 — Fire safety notice	Date of notice: Name of authorised officer giving notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any):
Section 84 — Enforcement notice	Date notice given: Name of relevant authority giving notice: Nature of directions contained in notice: Building work (if any) required to be carried out: Amount payable (if any):
section 85(6), 85(10) or 106 — Enforcement order	Date order made: Name of court that made order: Action number: Names of parties: Terms of order: Building work (if any) required to be carried out:
Part 11 Division 2 — Proceedings	Date of commencement of proceedings: Date of determination or order (if any): Terms of determination or order (if any):
Confirmed – Planning/Development Section	
Fire and Emergency Services Act 2005	
section 105F (or section 56 or 83 (repealed)) — Notice of action required concerning flammable materials on land	Date of notice: Person or body who issued notice: Requirements of notice (as stated therein): Amount payable (if any):
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

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

PRESCRIBED INFORMATION

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

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
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):
Part 16	Date of commencement of proceedings:

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
Division 1 – Proceedings	Date of determination or order (if any): Terms of determination or order (if any):
section 213 – 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

 CITY OF ADELAIDE	DECISION NOTIFICATION FORM
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Application Registered On:	Contact Officer: Kris Mackintosh 8203 7682
Application Dated: 27 November 2017	File Reference: DA/88/2017/1

Application:	DA/88/2017/1
Applicant:	FORME PROJEX
Location:	12-14 Tapley Street, ADELAIDE SA 5000
Description:	Demolition of existing buildings and construct nine(9) storey residential flat building with ground floor tenancies and associated car parking - STAGE 1 - DEMOLITION

In respect of this proposed development you are informed that:



Development Plan Consent	Granted	19 April 2017	8
Reserved Matters	Still Required	24 April 2017	-
Building Rules Consent	Granted	24 November 2017	0
Development Approval	Granted	19 December 2017	8

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


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

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

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

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

Date of Decision: 19 December 2017

Signed: 

Date: 20/12/2017

- State Planning Assessment Commission or delegate
- Council Chief Executive Officer or delegate
- Private Certifier
- Pages

PRESCRIBED INFORMATION



Application:	DA/88/2017/1
Applicant:	FORME PROJEX
Location:	12-14 Tapley Street, ADELAIDE SA 5000
Description:	Demolition of existing buildings and construct nine(9) storey residential flat building with ground floor tenancies and associated car parking - STAGE 1 - DEMOLITION

CONDITIONS OF DEVELOPMENT PLANNING CONSENT

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

- Locus Architecture Drawings DPC-01 to DPC-022.
- Planning Report Prepared by Master Plan dated February 2017.
- Traffic Report prepared by CIRQA dated 3 February 2017.
- Mechanical, Electrical, Hydraulic and Fire Protection Services report prepared by BESTEC dated 18 January 2017.
- Preliminary Environmental Site History Assessment prepared by A.M. ENVIRONMENTAL CONSULTING PTY LTD.

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

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

2. A report by a suitably qualified acoustic engineer shall be prepared and submitted to Council that demonstrates that the dwellings comply with the relevant Australian Standards relating to internal noise levels and to demonstrate that the dwellings are appropriately insulated from external noise sources in the locality prior to Development Approval being granted for Stage 2 (Substructure, Super Structure and Architecture). Plans submitted for Provisional Building Rules Consent must incorporate the recommendations of the Acoustic Engineer.

Reason: To ensure that the development includes sufficient acoustic treatments to protect residents from external noise within the locality.

3. External materials, surface finishes and colours of the Development shall be consistent with the description and sample hereby granted consent and shall be to the reasonable satisfaction of the Council.

Reason: To ensure a high standard of materials and finishes used in the finished presentation of the Development.

PREScribed INFORMATION

4. The connection of any storm water discharge from the Land to any part of the Council's underground drainage system shall be undertaken in accordance with the Council Policy entitled 'Adelaide City Council Storm Water Requirements' which is attached to this consent to the reasonable satisfaction of the Council.

Reason: To ensure that adequate provision is made for the collection and dispersal of stormwater.

5. Vehicle entrances shall be designed in accordance with AS/NZS 2890.1:2004 to ensure that the underside of vehicles do not scrape the footpath/road surface.

Reason: To ensure public footpaths remain level and as such pedestrian safety and amenity is not compromised.

6. Lighting to the proposed canopy shall be installed in accordance with Council's guideline entitled "Under Verandah/Awning Lighting Guidelines" (attached to this consent) at all times to the reasonable satisfaction of the Council and prior to the occupation or use of the Development. Such lighting shall be operational during the hours of darkness at all times to the reasonable satisfaction of Council.

Reason: To ensure the Development does not create public areas with insufficient lighting.

7. Ground floor building levels, site levels and vehicle entry points to the site shall match the existing footpath levels adjacent to access points to the site unless otherwise agreed to by the Council in writing.

Reason: To ensure public footpaths remain level and as such pedestrian safety and amenity is not compromised.


8. The applicant or the person having the benefit of this consent shall ensure that all storm water run-off from the proposed verandah/awning is collected and then discharged to the storm water discharge system. All down pipes affixed to the Development which are required to discharge the verandah/awning storm water runoff shall be installed within the property boundaries of the Land to the reasonable satisfaction of the Council.

Reason: To ensure that stormwater runoff does not have an adverse impact upon the public realm.

CONDITIONS FILED IN PUBLIC CONSENT

Nil conditions have been imposed by Private Certifier TECON AUSTRALIA P/L (Ref: 170441.2)

PRESCRIBED INFORMATION

 CITY OF ADELAIDE	DECISION NOTIFICATION FORM
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Application Registered On: 16 May 2018	Contact Officer: Abby Mortimer 8203 715
Application Dated: 16 May 2018	File Reference: DA/88/2017/3/A

Application:	DA/88/2017/3/A
Applicant:	FORME PROJEX
Location:	Development Site, 12-14 Tapley Street, ADELAIDE SA 5000
Description:	Vary previous authorisation demolition of existing buildings and construct nine (9) storey residential flat building with ground floor tenancies and associated car parking - VARIATION – Changes to internal layout and reduction in number of apartments and minor changes to the eastern (rear) elevation - STAGE 4 - SUPERSTRUCTURE.

In respect of this proposed development you are informed that:

Development Plan Consent	Granted	1 March 2018	8
Reserved Matters	Reserved Matter Resolved	1 March 2018	-
Building Rules Consent	Granted	15 May 2018	0
Regulation 47A Minor Variation Building Consent	Regulation 47A Building Consent Granted	24 May 2018	0
Development Approval	Granted	25 May 2018	8

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

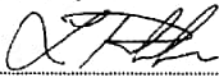
~~# representation(s) from third parties concerning your category 2 proposal were received.~~

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

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

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

Date of Decision: 24 May 2018

Signed: 

Date: 25/05/2018

- State Planning Assessment Commission or delegate
- Council Chief Executive Officer or delegate
- Private Certifier
- Pages

PREScribed INFORMATION



Application: DA/88/2017/3/A
Applicant: FORME PROJEX
Location: Development Site, 12-14 Tapley Street, ADELAIDE SA 5000
Description: Vary previous authorisation demolition of existing buildings and construct nine (9) storey residential flat building with ground floor tenancies and associated car parking - VARIATION – Changes to internal layout and reduction in number of apartments and minor changes to the eastern (rear) elevation - STAGE 4 - SUPERSTRUCTURE.

CONDITIONS OF DEVELOPMENT PLAN CONSENT

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

- Locus Architecture Drawings DPC-01 to DPC-022 dated 14 February 2018.
- Planning Report Prepared by Master Plan dated February 2017.
- Traffic Report prepared by CIRQA dated 3 February 2017.
- Mechanical, Electrical, Hydraulic and Fire Protection Services report prepared by BESTEC dated 18 January 2017.
- Preliminary Environmental Site History Assessment prepared by A.M. ENVIRONMENTAL CONSULTING PTY LTD.

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

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

2. A report by a suitably qualified acoustic engineer shall be prepared and submitted to Council that demonstrates that the dwellings comply with the relevant Australian Standards relating to internal noise levels and to demonstrate that the dwellings are appropriately insulated from external noise sources in the locality prior to Development Approval being granted for Stage 2 (Substructure, Super Structure and Architecture). Plans submitted for Provisional Building Rules Consent must incorporate the recommendations of the Acoustic Engineer.

Reason: *To ensure that the development includes sufficient acoustic treatments to protect residents from external noise within the locality.*

PREScribed INFORMATION

3. **External materials, surface finishes and colours of the Development shall be consistent with the description and sample hereby granted consent and shall be to the reasonable satisfaction of the Council.**

Reason: To ensure a high standard of materials and finishes used in the finished presentation of the Development.

-
4. **The connection of any storm water discharge from the Land to any part of the Council's underground drainage system shall be undertaken in accordance with the Council Policy entitled 'Adelaide City Council Storm Water Requirements' which is attached to this consent to the reasonable satisfaction of the Council.**

Reason: To ensure that adequate provision is made for the collection and dispersal of stormwater.

-
5. **Vehicle entrances shall be designed in accordance with AS/NZS 2890.1:2004 to ensure that the underside of vehicles do not scrape the footpath/road surface.**

Reason: To ensure public footpaths remain level and as such pedestrian safety and amenity is not compromised.

-
6. **Lighting to the proposed canopy shall be installed in accordance with Council's guideline entitled "Under Verandah/Awning Lighting Guidelines" (attached to this consent) at all times to the reasonable satisfaction of the Council and prior to the occupation or use of the Development. Such lighting shall be operational during the hours of darkness at all times to the reasonable satisfaction of Council.**

Reason: To ensure the Development does not create public areas with insufficient lighting.

-
7. **Ground floor building levels, site levels and vehicle entry points to the site shall match the existing footpath levels adjacent to access points to the site unless otherwise agreed to by the Council in writing.**

Reason: To ensure public footpaths remain level and as such pedestrian safety and amenity is not compromised.

-
8. **The applicant or the person having the benefit of this consent shall ensure that all storm water run-off from the proposed verandah/awning is collected and then discharged to the storm water discharge system. All down pipes affixed to the Development which are required to discharge the verandah/awning storm water runoff shall be installed within the property boundaries of the Land to the reasonable satisfaction of the Council.**

Reason: To ensure that stormwater runoff does not have an adverse impact upon the public realm.

CONDITIONS OF BUILDING RULES (CONSSENT)

Nil (0) conditions have been imposed by Private Certifier TECON AUSTRALIA P/L (Ref:170441.4)

PRESCRIBED INFORMATION

DEVELOPMENT ACT 1993 DECISION NOTIFICATION FORM



Our Ref.: 170441.4

DA No.: DA/0088/2017

15 May, 2018

BUILDING RULES CONSENT

Forme Projex Pty Ltd
40 Gilbert Street
Adelaide SA 5000

Location of proposed development: 12-14 Tapley Street, Adelaide SA 5000

Nature of proposed development: Nine storey apartment building, including ground floor carparking – Stage 4 - Superstructure

In respect of this development you are informed that building rules consent has been granted on 15 May, 2018 and is subject to 1 performance solution.

The building has been assigned the following classification(s): 2, 7a, 7b

The details granted building rules consent in respect of this development are listed below:-

- Architectural drawings numbered 06-021 WD01 to WD22, WD30, WD40 to WD48 by Locus Architecture
- Architectural Specification dated March 2018 by Locus Architecture
- Footing construction report numbered DT170501 by Structural Systems
- Structural specification numbered DT170501 by Structural Systems
- Structural design calculations numbered DT170501 by Structural Systems
- Geotechnical Report numbered DT170501 by Structural Systems
- Structural drawings numbered DT 170501 01 to 26 BA, P01 to P16 BA, SW01 BA (as amended) by Structural Systems
- Services drawings numbered 55417 E-01 to 03, 05 to 11, F-01 to 10, H-01 to 16, M-01 to M-08 (as amended) by Bestec
- Services specifications numbered 55417/2/26/03/18, 55417/4/26/03/18, 55417/5/26/03/18 by Bestec
- Correspondence dated 8 December 2017 by Bestec

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

Troy Olds
Private Certifier (SA Reg. No.: 061)

Telephone: (08) 82281600

5/126 Carrington Street, Adelaide SA 5000
Facsimile: (08) 8312 2006

Email: admin@teconaust.com.au

PRESCRIBED INFORMATION**DEVELOPMENT ACT, 1993
SECTION 42
BUILDING RULES CONSENT**

15 May, 2018

Our Ref.: 170441.4

DA No.: DA/0088/2017

Project Name: Nine storey apartment building, including ground floor carparking –
Stage 4 - Superstructure

Project Address: 12-14 Tapley Street, Adelaide SA 5000

Applicant: Forme Projex Pty Ltd

Name of Owner: Tapley Pty Ltd

Notes for building rules consent

1. Performance solutions for the following items have been accepted by this office:-
 - Extended travel distance
2. Pursuant to Regulation 74 Development Regulations 2008 the applicant or builder proposing to undertake the development is advised of their obligation to give the Council 1 days notice of the commencement and completion of the development and at the stages notified by council with the Development Approval. The notice of commencement shall include the names of the persons who will be signing the Statement of Compliance required by Regulation 83AB(8) of the Development Regulations 2008.
3. This report based on the building rules assessment only and does not suggest or infer compliance with any other legislation.
4. A certificate of occupation will be required for this new work and will nominate the maximum number of occupants for this area as.

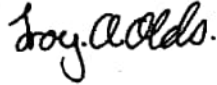
Storey	Portion	Area	Class	No of persons
Ground floor	Pump Room/Bins	43sqm	7b	5
Ground floor	Bikes/Carpark	360sqm	7a	12
Level 1 to 8	Apartments	440sqm	2	N/A

5. Tecon Australia will issue this certificate of occupation however we will require the following:-
 - a written request for the certificate,
 - a builder's statement of compliance,
 - a report from the SAFS in relation to the fire fighting and detection systems
 - the relevant Schedule of Essential Safety Provisions Form 2's signed by the responsible contractors for the work
 - a copy of the development approval decision notification form.
6. A Schedule of Essential Safety Provisions Form 1, as required by Regulation 76 of the Development Regulations 2008, has been attached to this consent. The items to be inspected or tested are detailed in this schedule

PRESCRIBED INFORMATION

7. A Schedule of Essential Safety Provisions Form 2 and a pro forma Builders Statement of compliance have been attached to this consent. These forms shall be completed by the builder returned to Tecon Australia at the completion of the development.

Tecon Australia
Building Surveyors



.....
Troy Olds
15 May, 2018

PRESCRIBED INFORMATION

BUILDING CODE OF AUSTRALIA PERFORMANCE SOLUTION ASSESSMENT



15 May, 2018

Our Ref.: 170441.4 DA No.: DA/0088/2017

Project Name: Nine storey apartment building, including ground floor carparking – Stage 4 - Superstructure

Project Address: 12-14 Tapley Street, Adelaide SA 5000

Name of Owner: Tapley Pty Ltd

Portion of building: Apartment Levels

BCA Provision	Deemed to Satisfy clause	Performance requirement
Exit Travel Distances	D1.4	DP4

Proposed performance solution

To allow an extended travel distance of 7.0m (compared to 6.0m DTS) from the door of the furthest most sole occupancy unit on a floor to the fire isolated stair

Reason:-

The occupants of the building are familiar with the building, the lobby area is a well light area with easy clear access to the fire isolated exit, the building is protected with required smoke detection and alarm systems and the extended travel distance is only marginally further that the Deemed – to – satisfy requirements

Assessment method

- Comparison with the *Deemed to Satisfy* provisions of the Building Code of Australia,
- *Expert Judgement*,

The following supporting evidence has been submitted in support of this request:-

- SAMFS meeting minutes

Troy Olds
Private Certifier (SA Reg. No.: 061)

PREScribed INFORMATION

**DEVELOPMENT ACT 1993
DECISION NOTIFICATION FORM
REGULATION 47A**



Our Ref.: 170441.4A
DA No.: DA/0088/2017

24 May, 2018

MINOR VARIATION TO BUILDING RULES CONSENT

Forme Projex Pty Ltd
40 Gilbert Street
Adelaide SA 5000

Location of proposed development:	12-14 Tapley Street, Adelaide SA 5000
--	--

Nature of proposed development:	Nine storey apartment building, including ground floor carparking – amended details – additional performance solution
--	--

In respect of this development you are informed that we have accepted the following details as minor variations to the building rules consent and these details are subject to a total of 2 performance solutions.

The building has been assigned the following classification(s) - 2, 7a, 7b

The details granted amended building rules consent (as described above) in respect to this development are listed below and supersede the previously approved versions of these document are listed below:-

- Architectural drawings numbered 06-021 WD03-06 by Locus Architecture

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

Troy Olds
Private Certifier (SA Reg. No.: 061)

PRESCRIBED INFORMATION

**BUILDING CODE OF AUSTRALIA
PERFORMANCE SOLUTION ASSESSMENT**

24 May, 2018

Our Ref.: 170441 DA No.: DA/0088/2017

Project Name: Nine storey apartment building, including ground floor carparking

Project Address: 12-14 Tapley Street, Adelaide SA 5000

Name of Owner: Tapley Pty Ltd

Portion of building: Whole

BCA Provision	Deemed to Satisfy clause	Performance requirement
Fire Resisting Construction	Specification C1.1	CP1

Proposed performance solution

To allow a fire resistance level of 90/90/90 throughout the building, in lieu of an increase due to the community space on level 8

Reason:-


The community space is for the exclusive use of the occupants of the building and does not act as a class 9b building available to the public. The remainder of level 8 is apartments (class 2). The number of the occupants within the space will not dramatically increase compared to those already in the building. The occupants of the building/community space, will be familiar with the building and the means of egress.

Assessment method

- Comparison with the *Deemed to Satisfy* provisions of the Building Code of Australia,
- *Expert Judgement*,

Troy Olds
Private Certifier (SA Reg. No.: 061)

PRESCRIBED INFORMATION

 CITY OF ADELAIDE	DECISION NOTIFICATION FORM
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Application Registered On: 22 June 2018	Contact Officer: Helen Dand 8203 7380
Application Dated: 21 June 2018	File Reference: LD/15/2018

Application:	LD/15/2018
Applicant:	PROJEX INVESTMENTS P/L
Location:	12-14 Tapley Street, ADELAIDE SA 5000
Description:	Community Division - create 31 titles from 2 titles

In respect of this proposed development you are informed that:

Consent/Approval	Status	Date	Count
Development Plan Consent	Granted	22 May 2019	1
Community Title Consent	Granted	22 May 2019	2
Development Approval	Granted	22 May 2019	3

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


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

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

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

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

Date of Decision: 22 May 2019

Signed: 

Date: 22 May 2019

- State Planning Assessment Commission or delegate
- Council Chief Executive Officer or delegate
- Private Certifier
- Pages

PREScribed INFORMATION



Application: LD/15/2018
Applicant: PROJEX INVESTMENTS P/L
Location: 12-14 Tapley Street, ADELAIDE SA 5000
Description: Community Division - create 31 titles from 2 titles

CONDITIONS OF DEVELOPMENT PLAN CONSENT

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

- Plans prepared by Andrew and Associates, Ref: 217045 – 3E – 2 (Sheets 1 of 15 – 15 of 15).

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

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

CONDITIONS OF COMMUNITY TITLE CONSENT

1. Payment of \$198,070.00 into the Planning and Development Fund (29 allotment/s @ \$6830.00 / allotment). Payment may be made by credit card via the Internet at www.adala.sa.gov.au or by phone (7109 7018), by cheque payable to the State Planning Commission marked "Not Negotiable" and sent to GPO Box 1815, Adelaide, 5001 or in person, at Level 5, 50 Flinders Street, Adelaide.

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

2. A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the Development Assessment Commission for Land Division Certificate purposes.

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

ATTACHMENTS

Attachment - Change of Use

DA/88/2017 - Demolition of existing buildings and construct nine(9) storey residential flat building with ground floor tenancies and associated car parking.

DA/0230/2017 - External/internal alterations and change of use from shop to display suite with associated signage.

ADVICE ONLY

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

Data Extract for Section 7 search purposes

Valuation ID 0212456560

Data Extract Date: 01/04/2026

Important Information

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

Parcel ID: C41847 FL602

Certificate Title: CT6227/693

Property Address: APT 602 12 TAPLEY ST ADELAIDE SA 5000

Zones

Capital City (CC)

Subzones

No

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 100 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.

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.

<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

PURPOSE: PRIMARY COMMUNITY STRATA MAP REF: 6628/41/M LAST PLAN: F252483	AREA NAME: ADELAIDE COUNCIL: THE CORPORATION OF THE CITY OF ADELAIDE DEVELOPMENT NO: 020/C010/18/001/56130	RE-APPROVED: BILL SHEEKY 22/08/2019 DEPOSITED: DEAN WATSON 22/08/2019	 <h1 style="text-align: center;">C41847</h1> SHEET 1 OF 15 <small>59131_text_01_v07_Version_7</small>	SURVEYORS CERTIFICATION: I Chad Anthony Heinrich, a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996 21st day of August 2019 Chad Heinrich Licensed Surveyor																														
AGENT DETAILS: ANDREW & ASSOCIATES 311 ANGAS STREET ADELAIDE SA 5000 PH: 82321954 FAX: 82327678 AGENT CODE: DSCA REFERENCE: 217045-5B																																		
SUBJECT TITLE DETAILS: <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>PREFIX</th> <th>VOLUME</th> <th>FOLIO</th> <th>OTHER</th> <th>PARCEL ALLOTMENT(S)</th> <th>NUMBER</th> <th>PLAN</th> <th>NUMBER HUNDRED / IA / DIVISION</th> <th>TOWN</th> <th>REFERENCE NUMBER</th> </tr> </thead> <tbody> <tr> <td>CT</td> <td>5447</td> <td>98</td> <td></td> <td>ALLOTMENT(S)</td> <td>383</td> <td>F</td> <td>182845</td> <td>ADELAIDE</td> <td></td> </tr> <tr> <td>CT</td> <td>5790</td> <td>924</td> <td></td> <td>ALLOTMENT(S)</td> <td>384</td> <td>F</td> <td>182846</td> <td>ADELAIDE</td> <td></td> </tr> </tbody> </table>	PREFIX	VOLUME	FOLIO	OTHER	PARCEL ALLOTMENT(S)	NUMBER	PLAN	NUMBER HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER	CT	5447	98		ALLOTMENT(S)	383	F	182845	ADELAIDE		CT	5790	924		ALLOTMENT(S)	384	F	182846	ADELAIDE					
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CT	5790	924		ALLOTMENT(S)	384	F	182846	ADELAIDE																										
OTHER TITLES AFFECTED:																																		
EASEMENT DETAILS: <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>STATUS</th> <th>LAND BURDENED</th> <th>FORM</th> <th>CATEGORY</th> <th>IDENTIFIER</th> <th>PURPOSE</th> <th>IN FAVOUR OF</th> <th>CREATION</th> </tr> </thead> <tbody> <tr> <td>EXTINGUISH</td> <td>92 IN F209459</td> <td>SHORT</td> <td>FREE AND UNRESTRICTED RIGHT(S) OF WAY</td> <td>A</td> <td></td> <td>SEE ANNOTATION 1</td> <td></td> </tr> <tr> <td>EXISTING</td> <td></td> <td>SHORT</td> <td>FREE AND UNRESTRICTED RIGHT(S) OF WAY</td> <td>A</td> <td></td> <td>COMMON PROPERTY (MARKED X)</td> <td></td> </tr> </tbody> </table>	STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION	EXTINGUISH	92 IN F209459	SHORT	FREE AND UNRESTRICTED RIGHT(S) OF WAY	A		SEE ANNOTATION 1		EXISTING		SHORT	FREE AND UNRESTRICTED RIGHT(S) OF WAY	A		COMMON PROPERTY (MARKED X)											
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EXISTING		SHORT	FREE AND UNRESTRICTED RIGHT(S) OF WAY	A		COMMON PROPERTY (MARKED X)																												
ANNOTATIONS: IN FAVOUR OF -101.103.104.201.203.204.301.303.304.401.403.404.501.503.504.601.603.604.701.703.704.803.804 ENCROACHMENT OF BALCONIES OCCURS OVER TAPLEY STREET ENCROACHMENT OF WALLS OCCURS OVER TAPLEY STREET ENCROACHMENT OF ROOF OCCURS OVER TAPLEY STREET ENCROACHMENT OF LEDGE OCCURS OVER TAPLEY STREET																																		

SITE PLAN

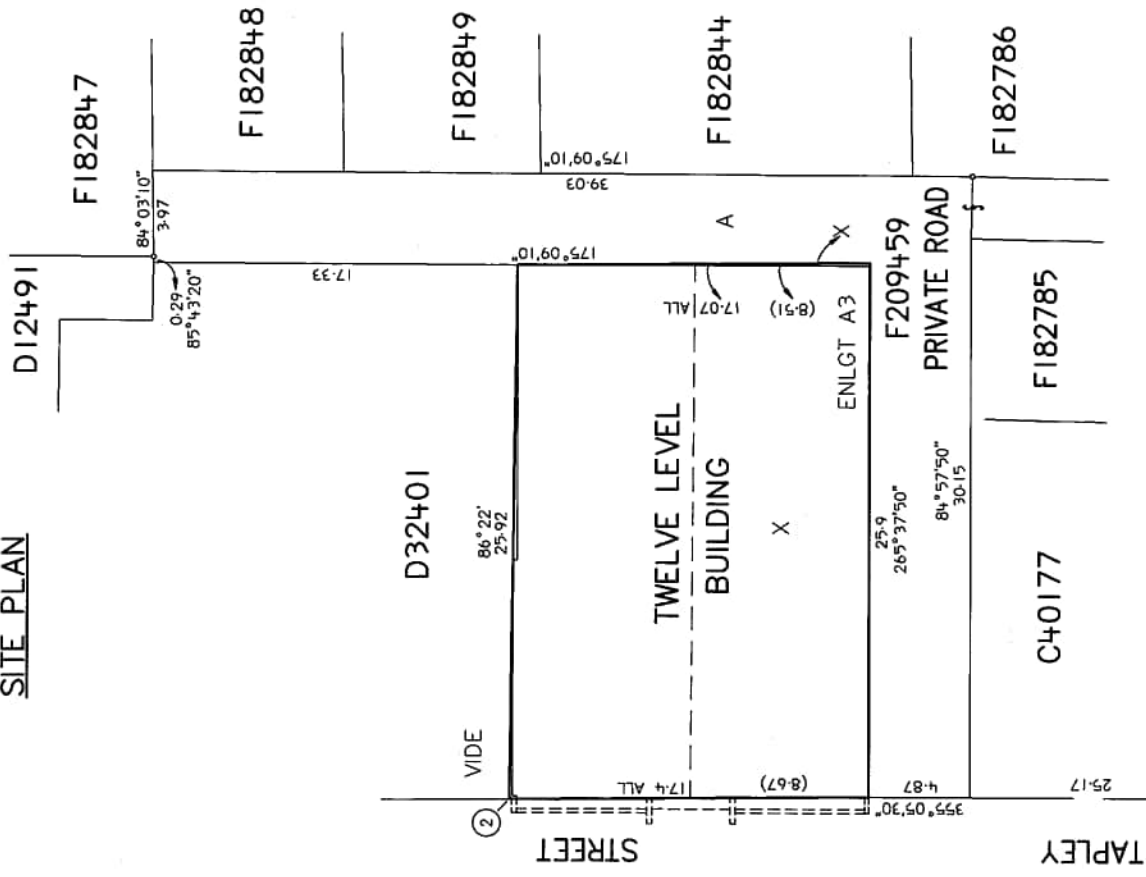
C41847

SHEET 2 OF 15

59131_pland_1_V03_Version_7

BEARING DATUM: ① - ② 3°55'05"30"
 DERIVATION: F2524-83 ADOPTED

TOTAL AREA: 447m²

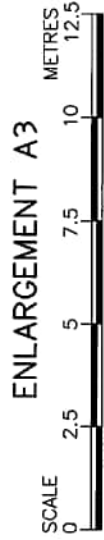
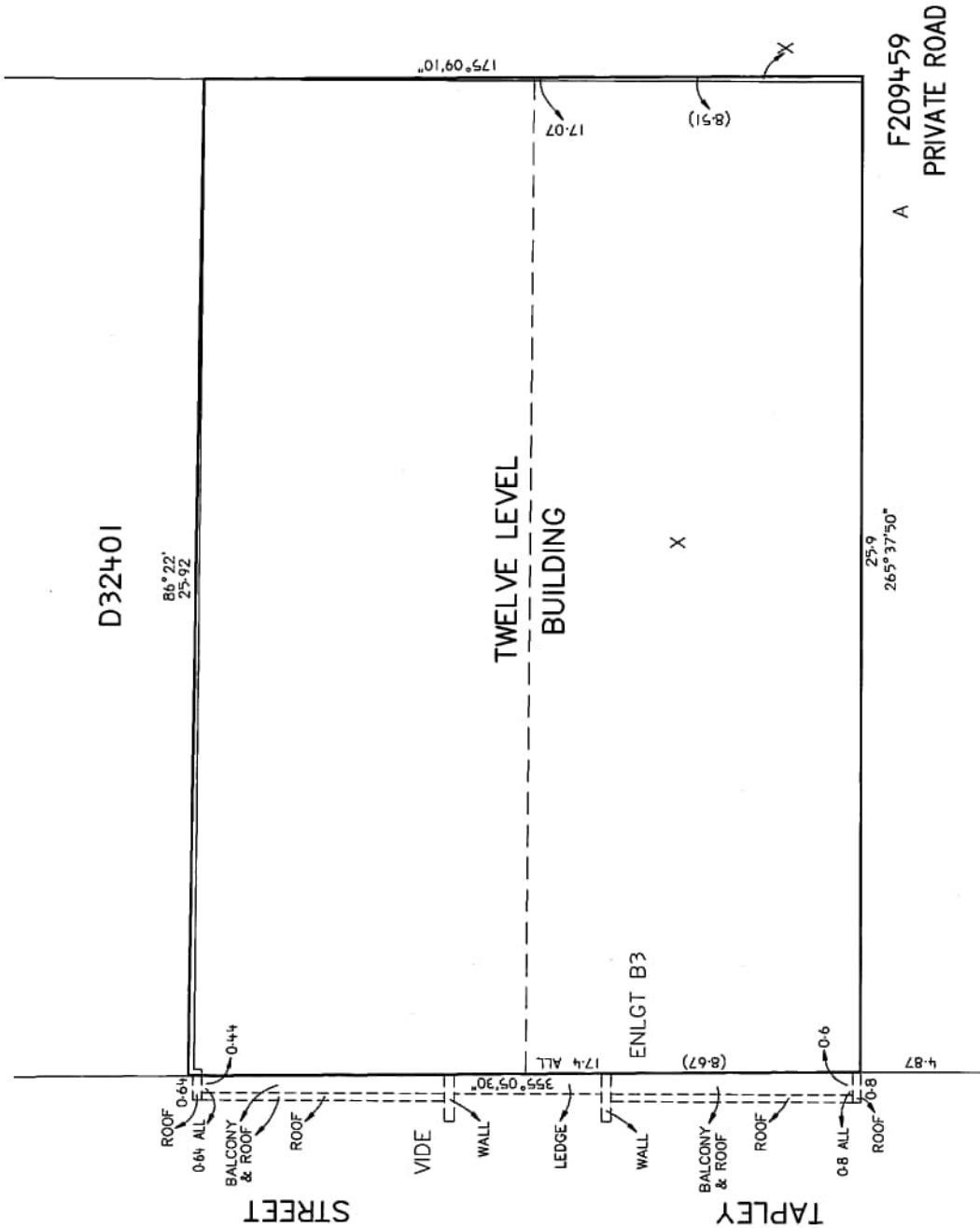


ANDREW & ASSOCIATES
 SURVEYORS & DEVELOPMENT CONSULTANTS
 311 Anzac Street Adelaide SA 5000
 Telephone: 8232 1954 Facsimile: 8232 7978
 E-mail: admin@andrewandassociates.com.au
 Reference: 217045-59-2
 ACN 008 146 763

C41847

SHEET 3 OF 15

59131_pland_2_V03_Version_7



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 311 Angus Street Adelaide SA 5000
 Telephone: 8232 1954 Facsimile: 8232 7878
 E-mail: admin@andrewandassociates.com.au
 Reference: 217945-SB-3
 ACH 008 146 763

ENLARGEMENT B3
NOT TO SCALE

C41847

SHEET 4 OF 15

59131_pland_3_V03_Version_7

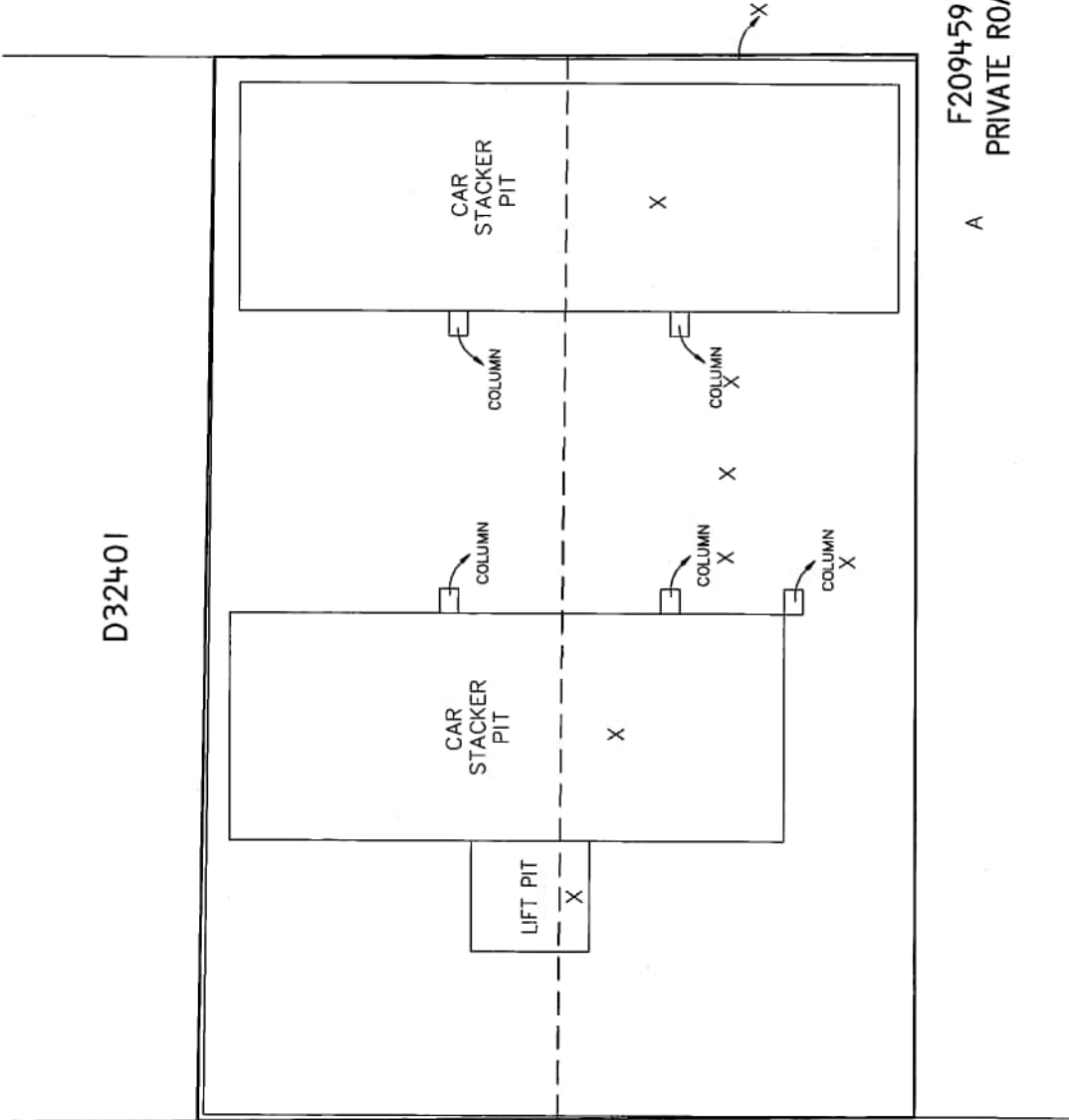
LEVEL I - BASEMENT FLOOR PLAN

D32401

STREET

TAPLEY

A F209459 PRIVATE ROAD



ANDREW & ASSOCIATES
 SURVEYORS & DEVELOPMENT CONSULTANTS
 311 Argo Street Adelaide SA 5000
 Telephone: 8322 1954 Facsimile: 8322 7078
 E-mail: admin@andrewandassociates.com.au
 Reference: 217045-SB-4
 34 Victoria Street Victor Harbor SA 5211
 Telephone: 8522 4489
 ACN 008 146 703

LEVEL 2 - GROUND FLOOR PLAN

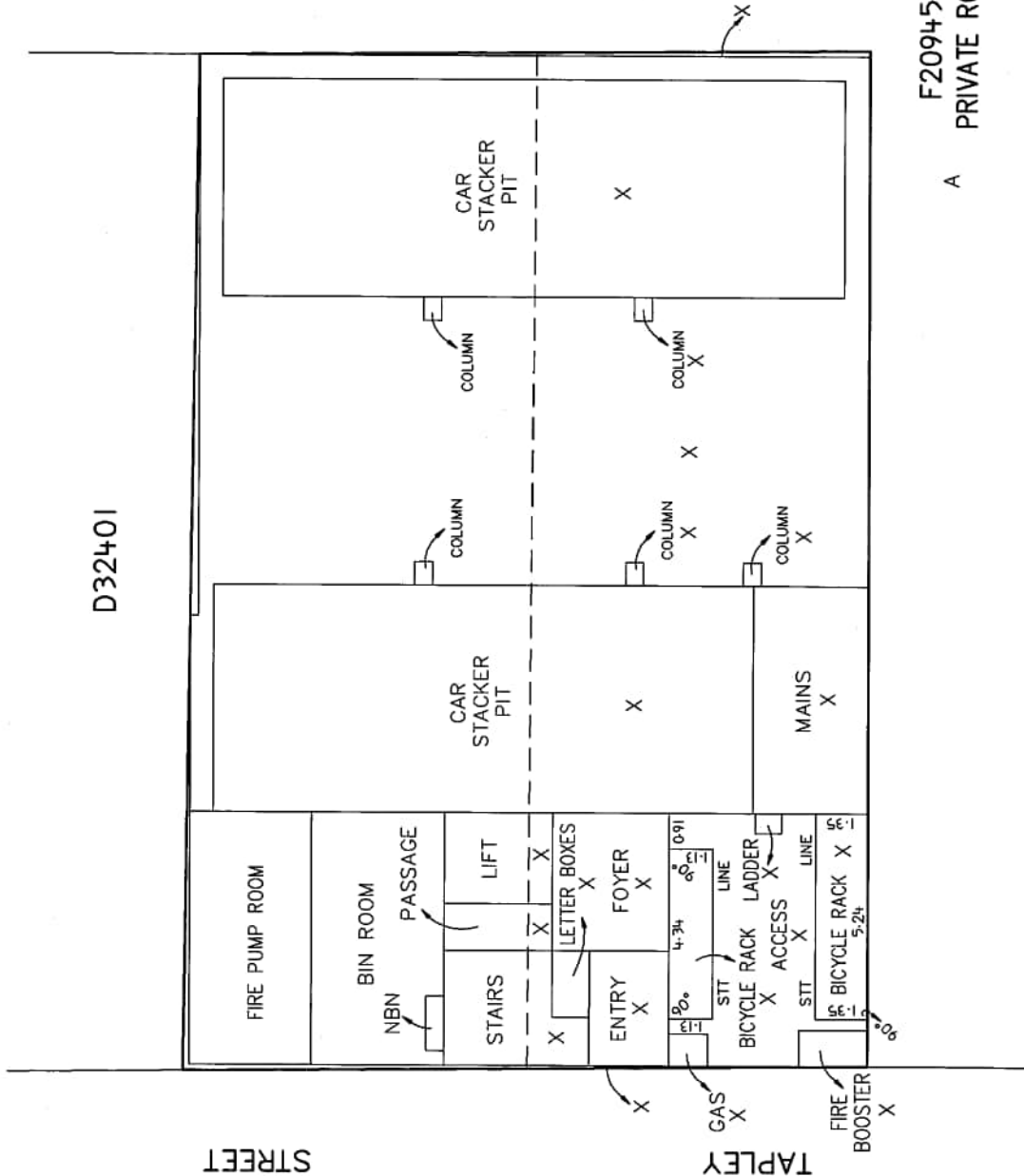
C41847

SHEET 5 OF 15

59131_pland_4_V03_Version_7

D32401

LEGEND
STT STRAIGHT



F209459
A PRIVATE ROAD



ANDREW & ASSOCIATES
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311 Anzac Street Adelaide SA 5000
Telephone: 8232 054 Facsimile: 8232 7678
E-mail: admin@andrewandassociates.com.au
Reference: 217945-5B-5
ACN 006 146 763

LEVEL 3 - MEZZANINE FLOOR PLAN

C41847

SHEET 6 OF 15

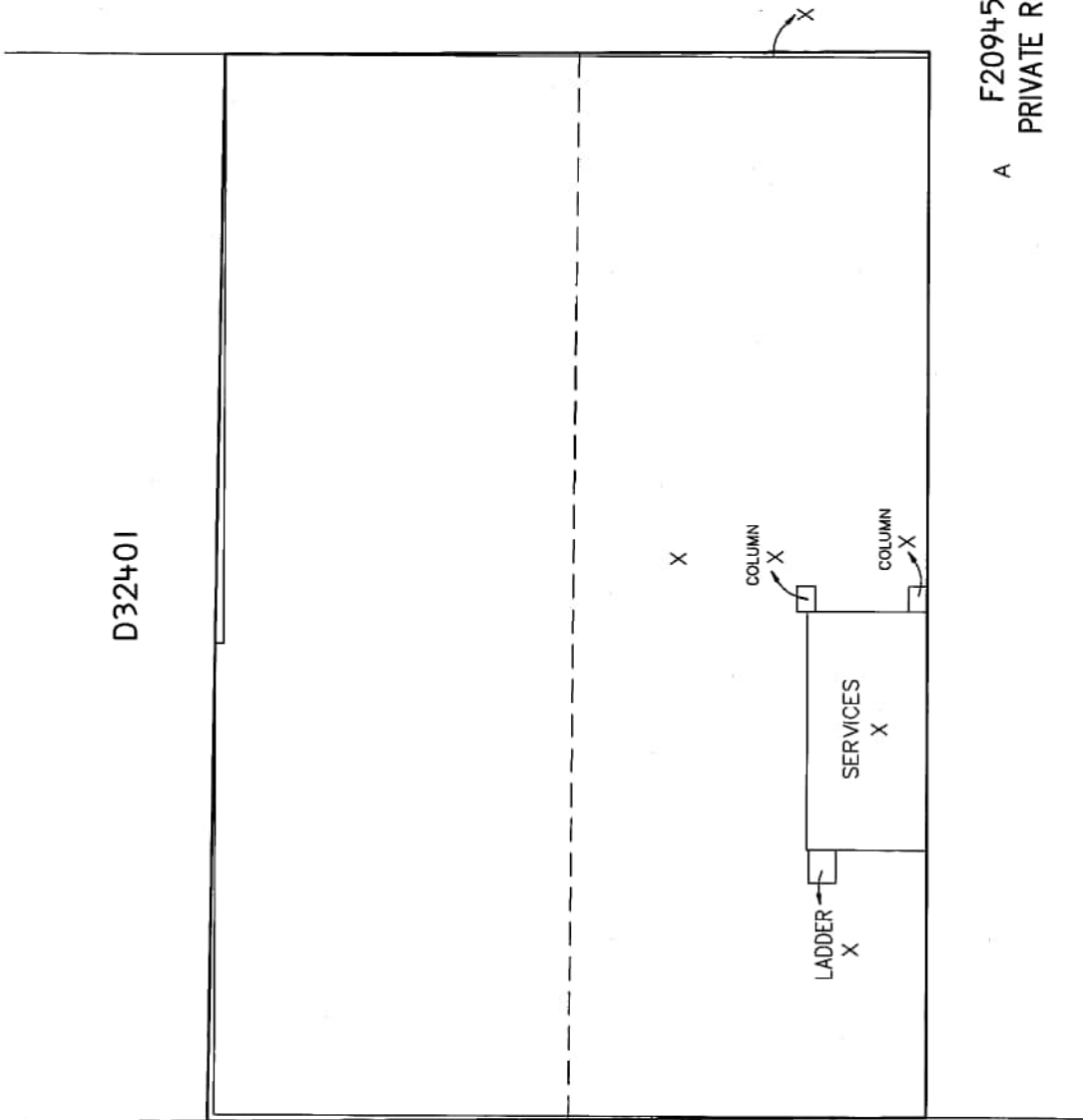
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D32401

STREET

TAPLEY

A F209459
PRIVATE ROAD



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SURVEYORS & DEVELOPMENT CONSULTANTS

311 Anson Street Adelaide SA 5000

Telephone: 8232 1954 Facsimile: 8232 7078

E-mail: admin@andrewandassociates.com.au

Reference : 217945-SB-6

34 Victoria Street Victor Harbor SA 5211

Telephone: 8522 4400

ACN 006 146 763

C41847

SHEET 7 OF 15

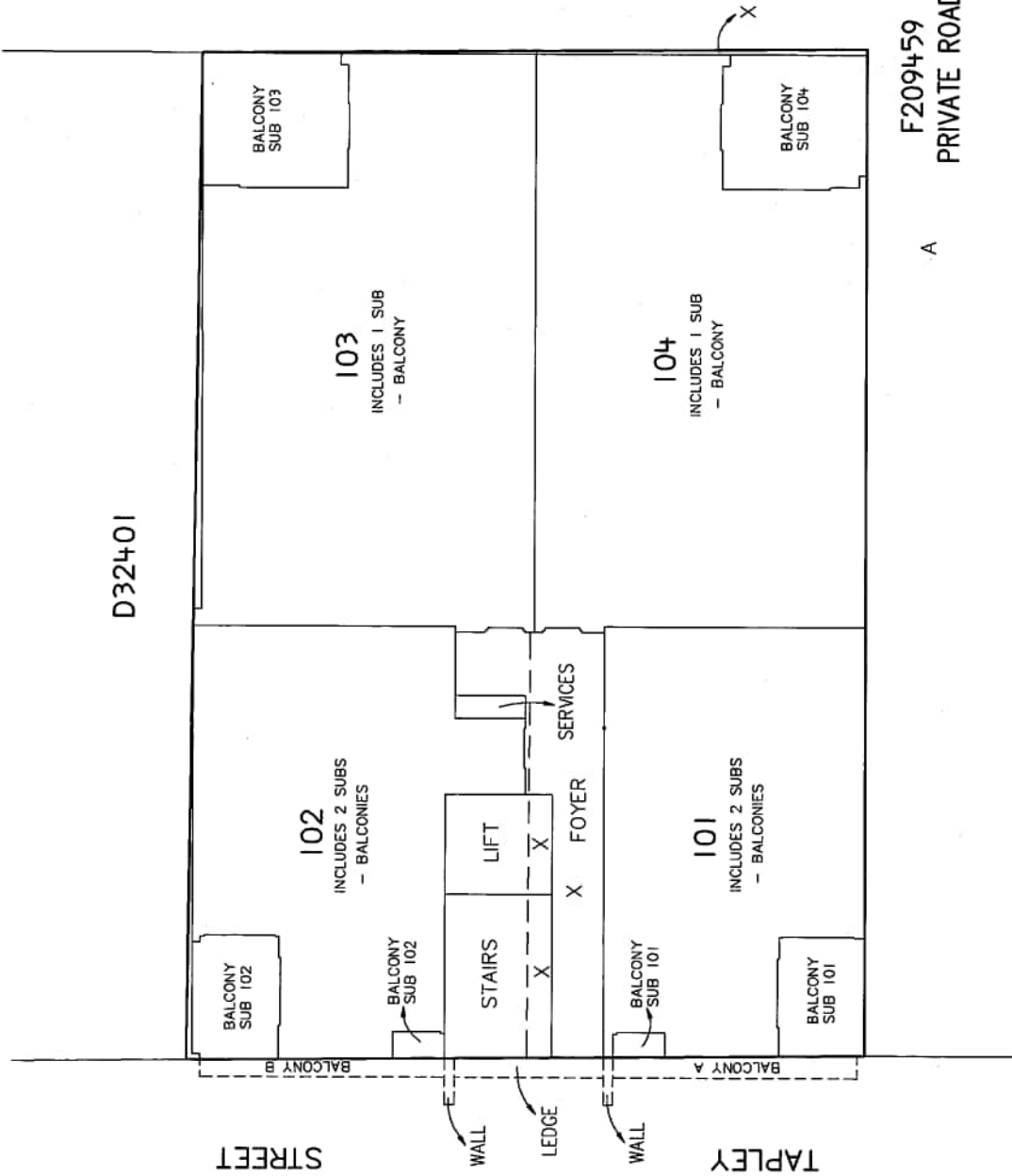
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LOT SUBSIDIARIES SHOWN AS BALCONY ARE FULLY COVERED



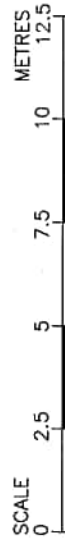
LEVEL 4 - FIRST FLOOR PLAN

D32401



F209459
PRIVATE ROAD

A



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SURVEYORS & DEVELOPMENT CONSULTANTS

311 Araya Street Adelaide SA 5000
Telephone: 8232 1854 Facsimile: 8237 7878
E-mail: admin@andrewandassociates.com.au
Reference: 217045-59-7
ACN 008 146 763

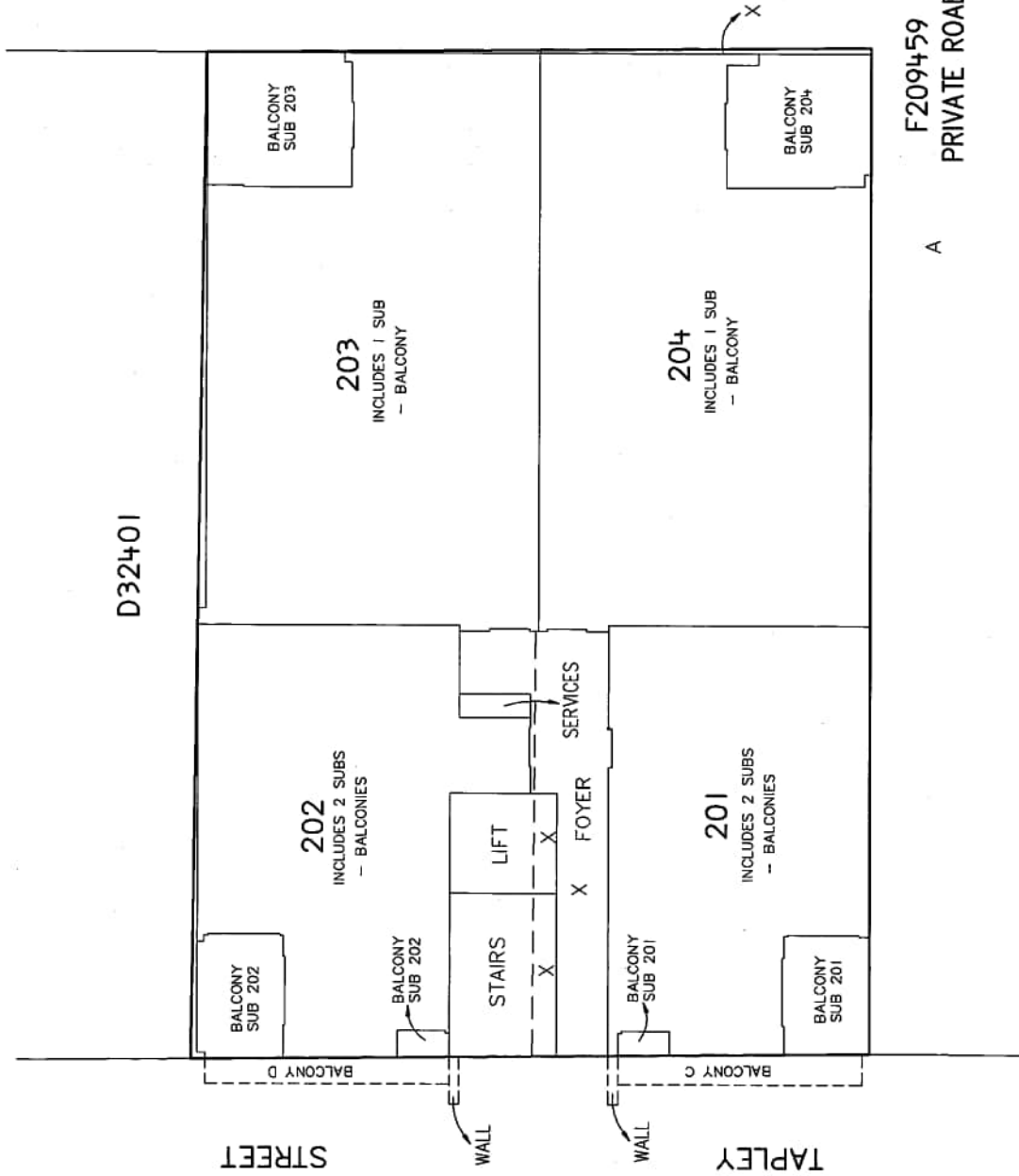
LEVEL 5 - SECOND FLOOR PLAN

C41847

SHEET 8 OF 15

59131_pland_7_V03_Version_7

LOT SUBSIDIARIES SHOWN AS BALCONY ARE FULLY COVERED



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 SURVEYORS & DEVELOPMENT CONSULTANTS
 311 Anson Street Adelaide SA 5000
 Telephone: 8232 9544 Facsimile: 8232 7676
 E-mail: admin@andrewandassoc.com.au
 Reference: 217945-58-8
 34 Victoria Street, Water Harbor SA 5021
 Telephone: 8552 4480
 ACN 008 146 763

LEVEL 6 - THIRD FLOOR PLAN

C41847

SHEET 9 OF 15

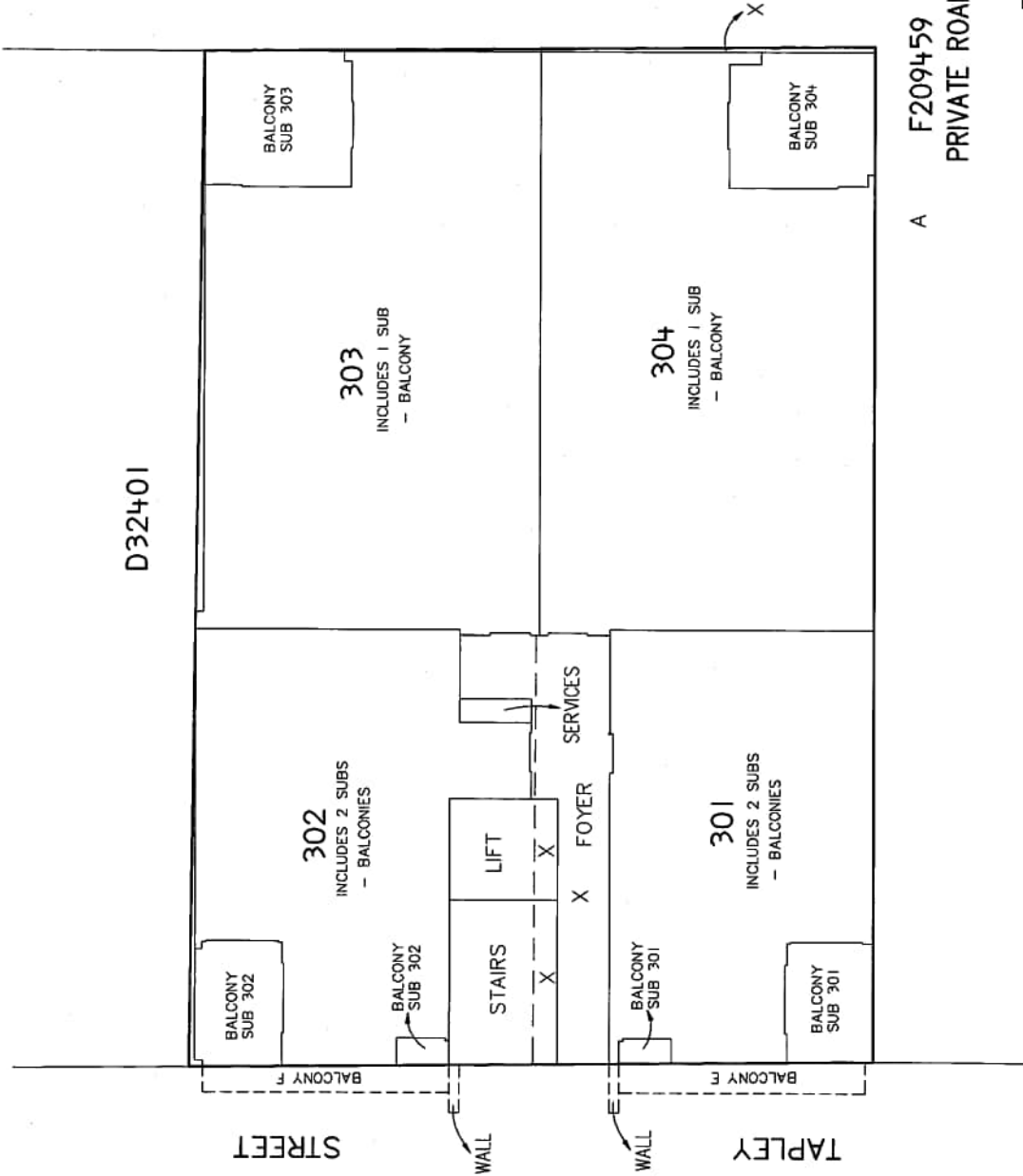
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LOT SUBSIDIARIES SHOWN AS BALCONY ARE FULLY COVERED



D32401

A F209459
PRIVATE ROAD



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 SURVEYORS & DEVELOPMENT CONSULTANTS
 311 Anson Street Adelaide SA 5000
 Telephone: 8332 1904 Facsimile: 8332 7978
 E-mail: admin@andrewandassociates.com.au
 Reference : 217045-SB-9
 ACN 008 146 763

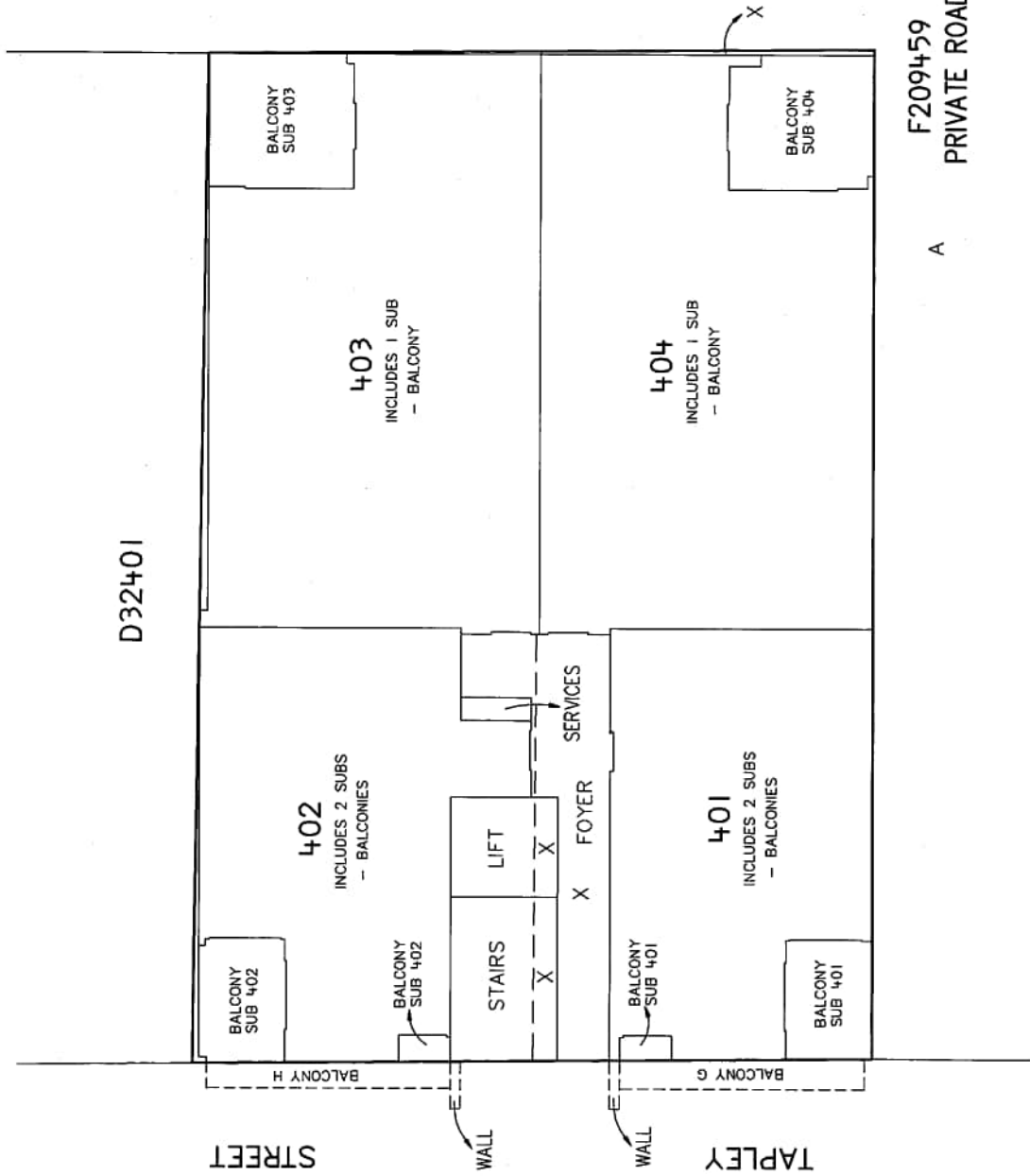
LEVEL 7 - FOURTH FLOOR PLAN

C41847

SHEET 10 OF 15

59131_pland_9_V03_Version_7

LOT SUBSIDIARIES SHOWN AS BALCONY ARE FULLY COVERED



ANDREW & ASSOCIATES
 SURVEYORS & DEVELOPMENT CONSULTANTS
 311 Anzac Street Adelaide SA 5000
 Telephone: 8232 9554 Facsimile: 8232 7878
 E-mail: admin@andrewsassoc.com.au
 Reference: 217045-BF-10
 ACN 008 146 703

F209459
A
PRIVATE ROAD

STREET

TAPLEY

D32401



LEVEL 8 - FIFTH FLOOR PLAN

C41847

SHEET 11 OF 15

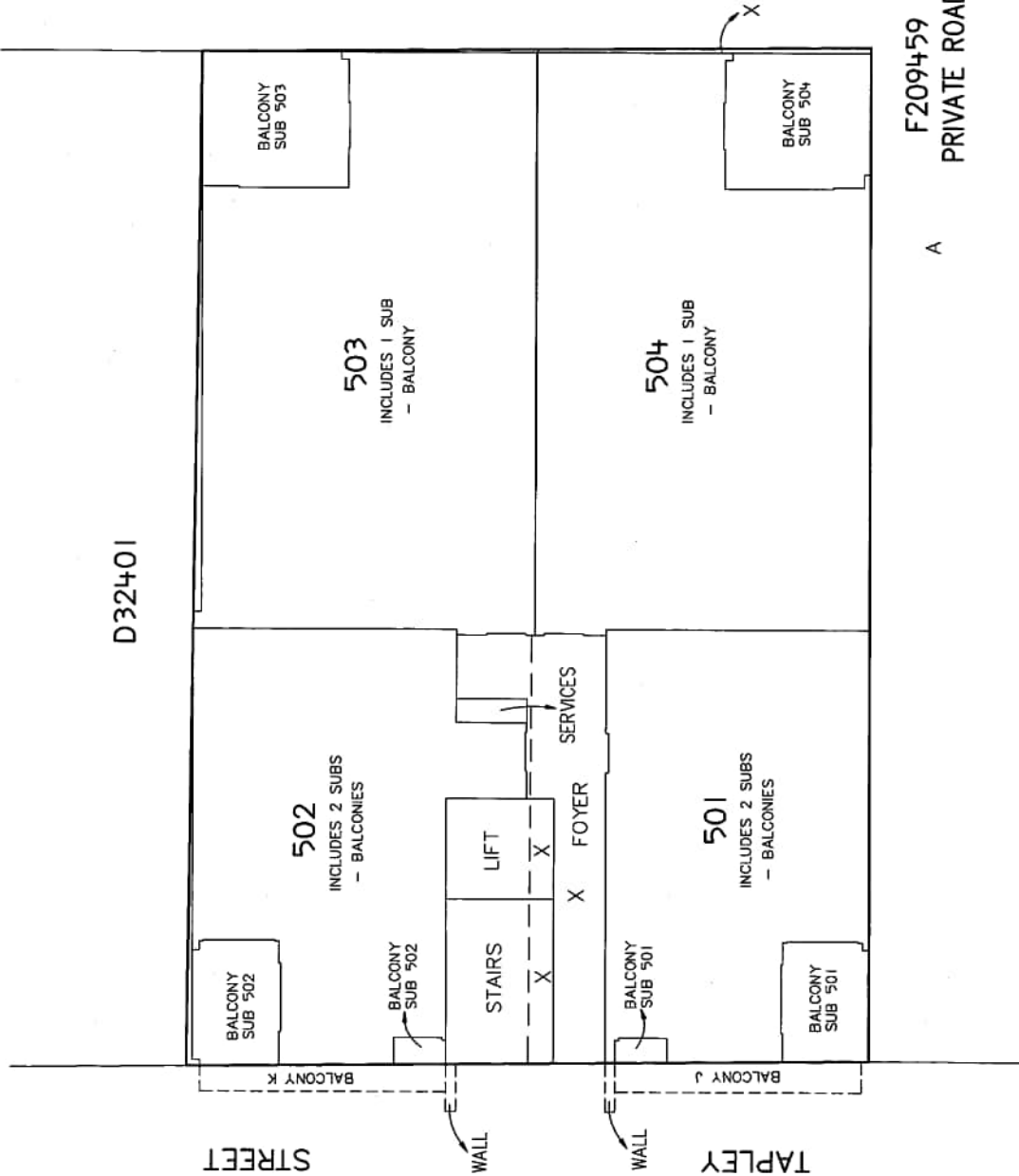
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D32401

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 311 Anson Street Adelaide SA 5000
 Telephone: 8232 0544 Facsimile: 8232 7878
 E-mail: admin@andrewandassociates.com.au
 Reference: 217045-58-11
 34 Victoria Street Victor Harbor SA 5211
 Telephone: 8532 4480
 AOK 008 146 763

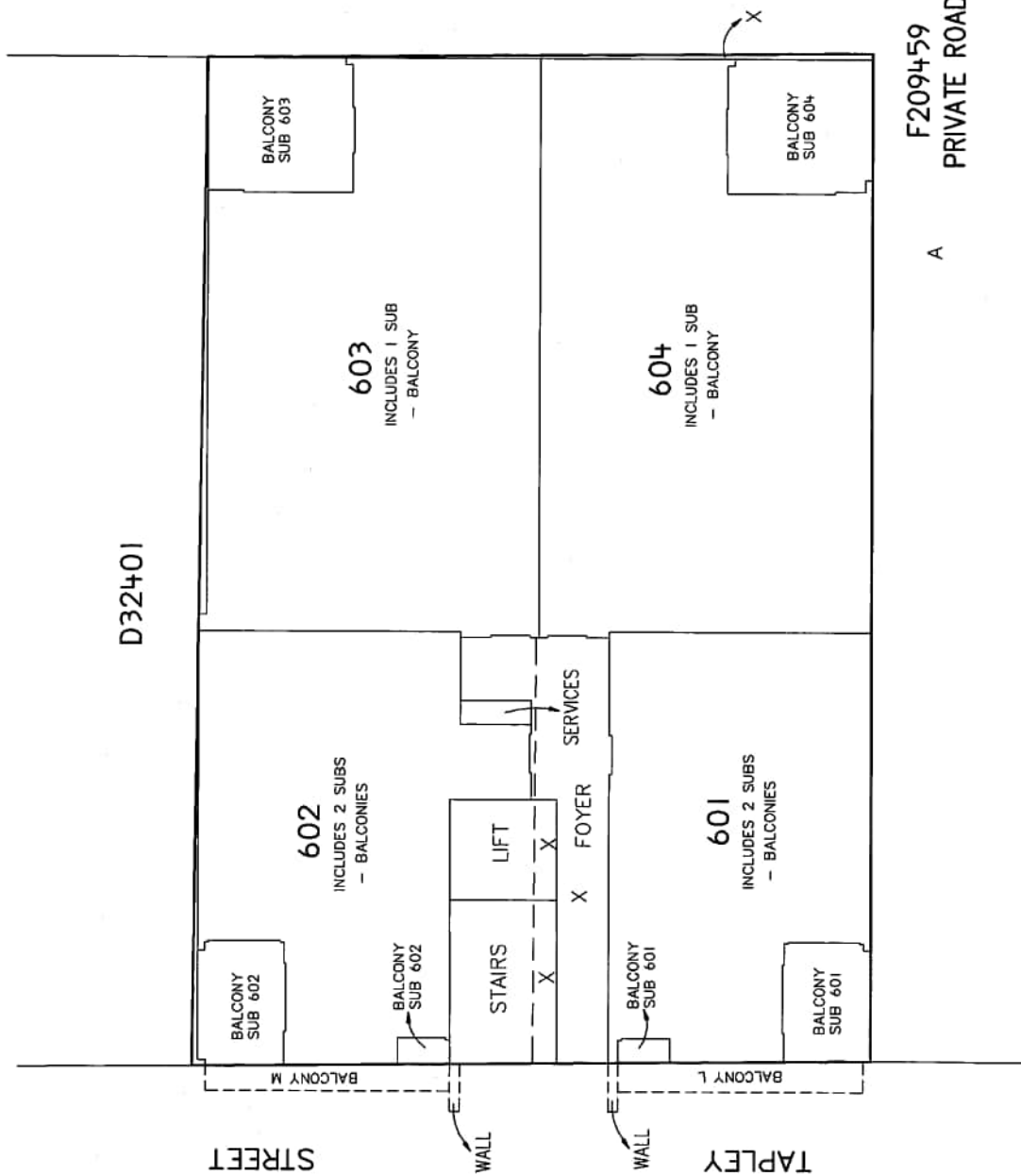
LEVEL 9 – SIXTH FLOOR PLAN

C41847

SHEET 12 OF 15

59131_pland_11_V03_Version_7

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 311 Anson Street Adelaide SA 5000
 Telephone: 8232 1854 Facsimile: 8232 7678
 E-mail: admin@andrewandassociates.com.au
 Reference : 217045-59-12
 AON 008 146 763

LEVEL 10 - SEVENTH FLOOR PLAN

C41847

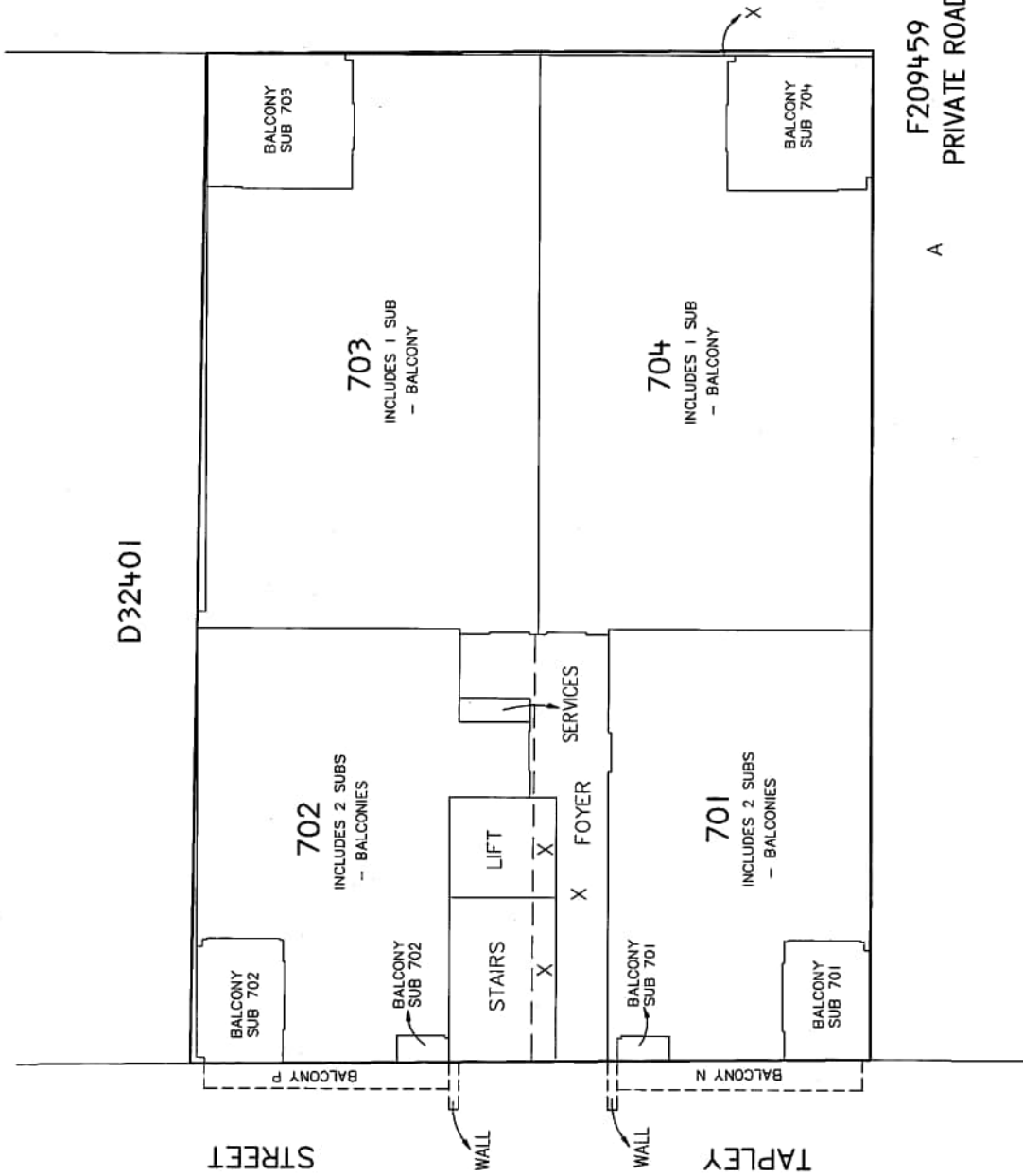
SHEET 13 OF 15

59131_pland_12_v03_Version_7

LOT SUBSIDIARIES SHOWN AS BALCONY ARE FULLY COVERED

D32401

F209459
A
PRIVATE ROAD



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SURVEYORS & DEVELOPMENT CONSULTANTS
311 Argo Street Adelaide SA 5000
Telephone: 8332 1954 Facsimile: 8332 7676
E-mail: admin@andrewandassociates.com.au
Reference: 217945-58-13

ACN 008 146 763

LEVEL II - EIGHTH FLOOR PLAN

C41847

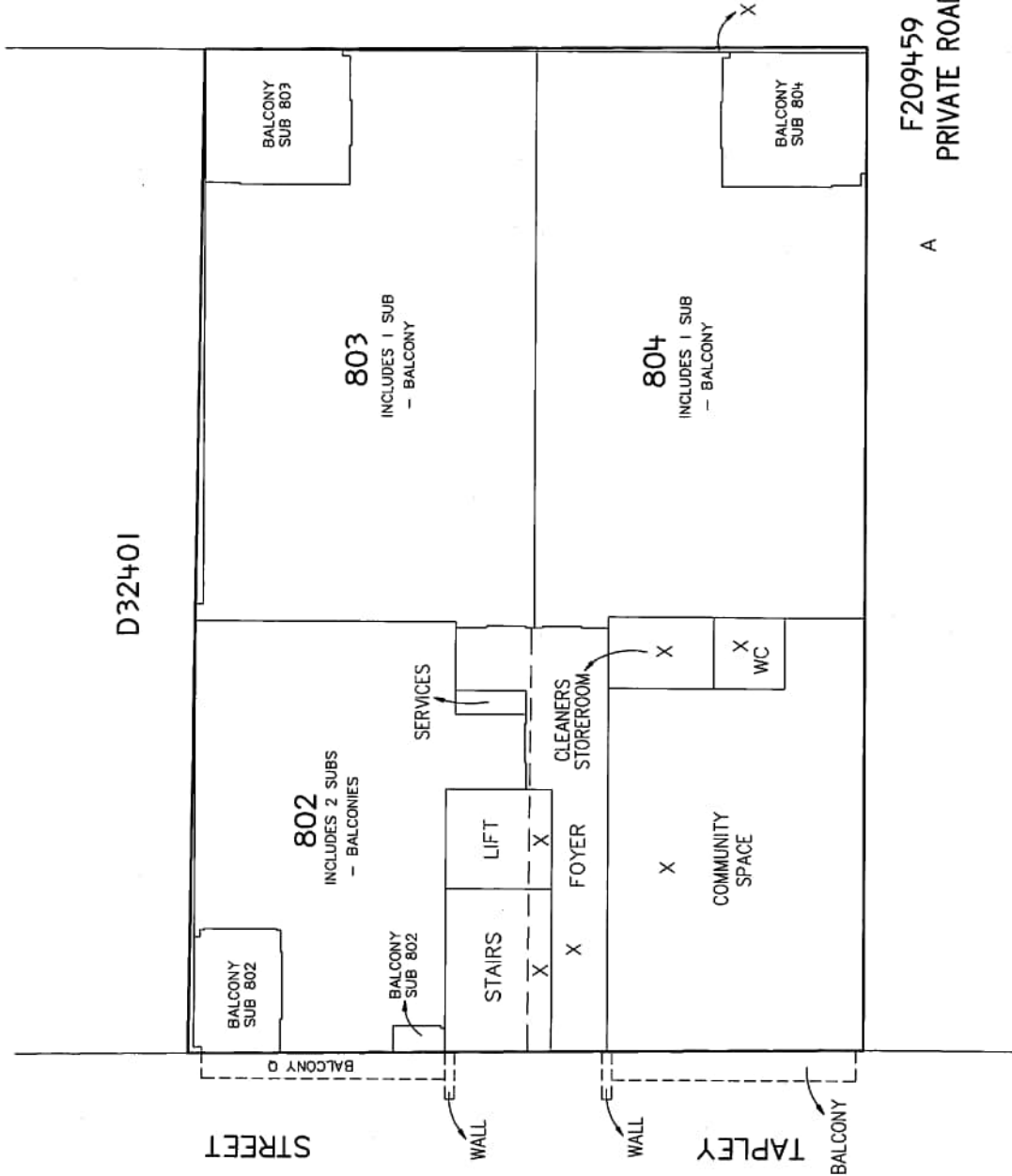
SHEET 14 OF 15

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LOT SUBSIDIARIES SHOWN AS BALCONY ARE FULLY COVERED

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A
PRIVATE ROAD



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 SURVEYORS & DEVELOPMENT CONSULTANTS
 311 Arco Street Adelaide SA 5000
 Telephone: 8332 054 Facsimile: 8332 7878
 E-mail: admin@andrewandassociates.com.au
 Reference: 217045-58-14
 34 Victoria Street Victor Harbor SA 5211
 Telephone: 8532 4480
 ACN 008 146 763

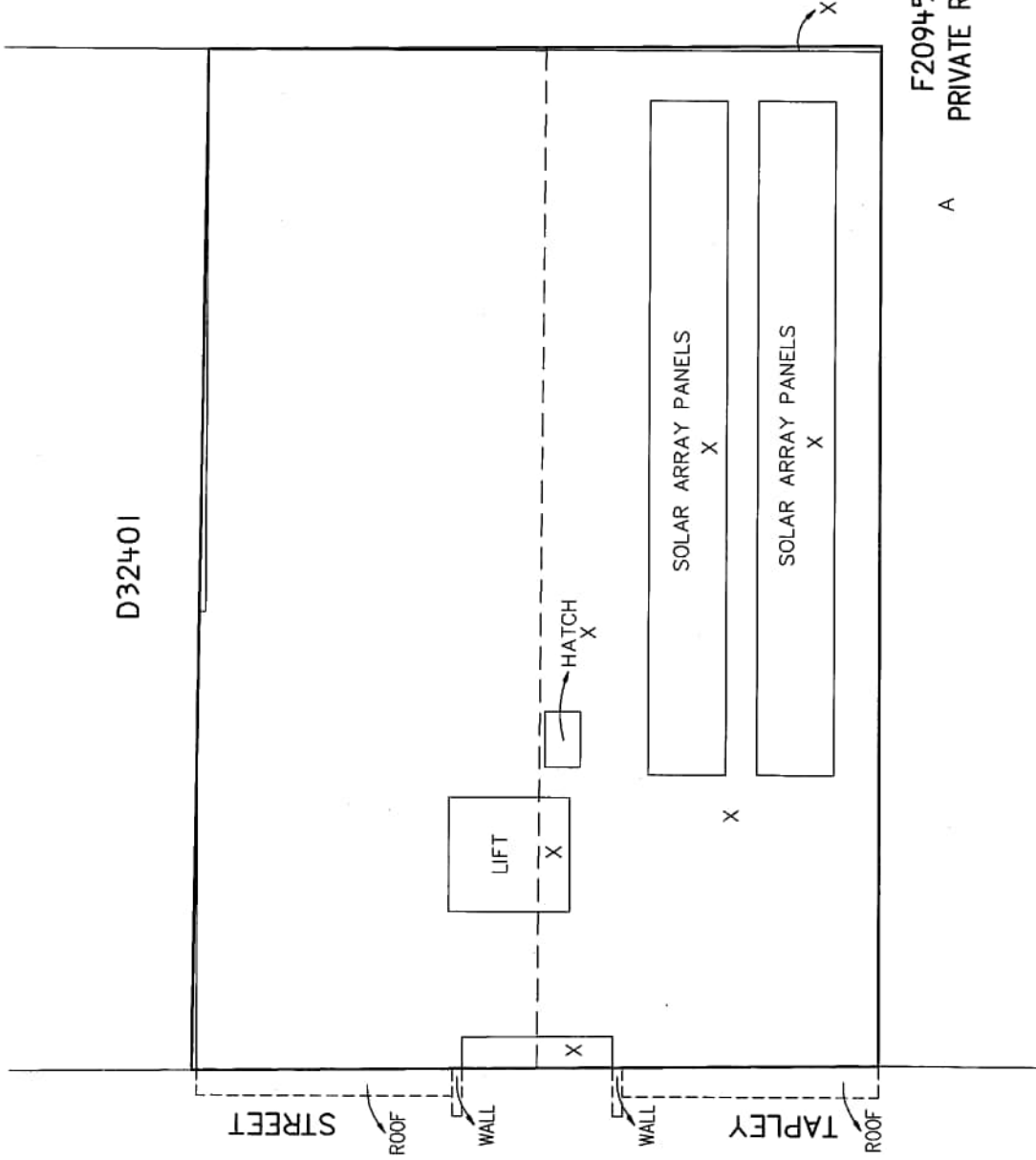
LEVEL 12 - ROOF PLAN

C41847

SHEET 15 OF 15


59131_pland_14_V03_Version_7

D32401



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 SURVEYORS & DEVELOPMENT CONSULTANTS
 311 Argo Street Adelaide SA 5000
 Telephone: 8232 1954 Facsimile: 8232 7878
 E-mail: admin@andrewandassociates.com.au
 Reference : 217045-59-15
 54 Victoria Street Victor Harbor SA 5211
 Telephone: 8532 4480
 ACN 008 146 763

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER	
C41847	
SHEET	OF
ACCEPTED	
22 AUG 2019	
PRO REGISTRAR-GENERAL	
DEV. NO	070 / C010 / 18

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
101	229	
102	232	
103	381	
104	381	
201	235	
202	238	
203	387	
204	387	
301	238	
302	240	
303	392	
304	392	
401	240	
402	243	
403	395	
404	395	
501	249	
502	251	
503	398	
504	398	
601	251	
602	254	
603	401	
604	401	
701	254	
702	257	
703	403	
704	403	
802	257	
803	409	
804	409	
AGGREGATE	10,000	

CERTIFICATE OF LAND VALUER
 I, Tracy Gornall, 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 19th August 2019


TRACY GORNALL FAPV CPV
 J.L. Valuations and Advisory SA



STRATA DATA

Date: 27 March 2026

To: The Form 1 Company

Email: form1@form1.net.au

Property Address: 602/12-14 Tapley Street Adelaide, South Australia 5000

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

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

- 2 years of Minutes
- The previously accepted financial report
- Current policies of insurance
- Particulars of any contribution payable including any arrears
- Particulars of any expenditure that the corporation has incurred, or has resolved to incur, and to which the unit holder of the unit must contribute, or is likely to be required to contribute
- By-Laws (Community Corporations)

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

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

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

Kind Regards,

Strata Data

For and on behalf of Community Corporation 41847 Inc.

E: reception@stratadata.com.au

P: 08 8372 2777

STATEMENT PURSUANT TO SECTION 139 (Community Titles Act 1996)

REQUESTED BY: **Name:** The Form 1 Company
Address: form1@form1.net.au

REGARDING: **Corporation:** Community Corporation 41847 Inc.
Unit No. & Address: 602/12-14 Tapley Street Adelaide
Owners: Brenton Bock
Alison Bock

PART 1 : FINANCIAL DETAILS**1.1 Lot Entitlement**

Lot Entitlement = 254

Total of all Entitlements = 10000

1.2 Maintenance Contributions

Last Levy Paid	Amount	Paid To
Admin Fund Levy	\$806.32	31/12/2025
Sinking Fund Levy	\$38.10	31/12/2025
Current Levy	Amount	Frequency
Admin Fund Levy	\$853.67	Quarterly
Sinking Fund Levy	\$127.00	Quarterly

1.3 Arrears

Levies	Due as at 27/03/2026	Charged but due after 27/03/2026
Admin Fund Levy	\$0.00	\$853.67
Sinking Fund Levy	\$0.00	\$127.00
Special Levy (Admin Fund)	\$231.13	\$0.00
Amount Due	\$231.13	\$980.67

** (NB: Interest accrues daily at 10 % per annum)



Biller Code: 96503
Ref: 23201195700418476023

1.4 Lot Expenditure by the Strata Corporation

- (a) Incurred by the Corporation to which the unit holder must or is likely to be required to contribute :
Refer minutes of meetings
-
- (b) Resolved by the Corporation to incur, to which the unit holder must or is likely to be required to contribute :
Refer minutes of meetings
-

1.5 Assets and Liabilities of the Corporation

- (a) Fund Name : STRATA DATA CLIENTS TRUST ACCOUNT
- (b) Held at : Macquarie Trust Account (BCSA)
- (c) Sum standing to the credit of fund: \$14,607.02 comprising Admin: \$5,953.77 and Sinking: \$8,653.25
- (d) Amount committed to expenses : Refer to minutes of meetings is incurred for : Refer to minutes of meetings

- (e) Amount earmarked for future expenses : Refer to minutes of meetings for the purpose of : Refer to minutes of meetings
- (f) Particulars of other assets. All those defined as common property upon the land :
Refer to minutes of meetings

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

Water Payment Method: Individual Owners pay

PART 2 : INSURANCE

Insurer : CHU

Type of Cover	Sum Insured	Policy Number	Expiry Date
Lot Owners fixtures and improvements	\$250,000.00	HU0000017809	15/12/2026
Office Bearers	\$5,000,000.00	HU0000017809	15/12/2026
Fidelity Guarantee	\$250,000.00	HU0000017809	15/12/2026
Building	\$20,286,000.00	HU0000017809	15/12/2026
Government Audit Costs	\$25,000.00	HU0000017809	15/12/2026
Voluntary workers	\$300,000.00	HU0000017809	15/12/2026
Common contents	\$202,860.00	HU0000017809	15/12/2026
Catastrophe Cover	\$0.00	HU0000017809	15/12/2026
Public Liability	\$30,000,000.00	HU0000017809	15/12/2026

Notes

PART 3 : DOCUMENTS SUPPLIED

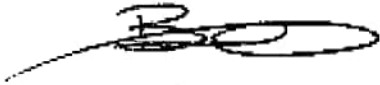
- (a) Minutes of General & Committee Meetings of the Corporation for the last two years
- (b) Details of any special or unanimous resolutions affecting the unit or common property passed in the last five (5) years (excluding those contained in (a) above)
- (c) Statement of Accounts of the Corporation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

PART 4 : DOCUMENT INSPECTION

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

Statement Dated 27/03/2026

Signed for and on behalf of Community Corporation 41847 Inc.



Ben Moch

BODY CORPORATE MANAGER

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

The Community Titles Act requires that :

- 1.1 A lot owner immediately notify the Body Corporate of change of ownership of a unit so that s135 "(1) A community corporation must maintain a register of the names of the owners of the community lots which shows the last address known to the corporation of each owner. (2) A corporation must keep a record of the information used to compile the register for the period required by the regulations." Can be complied with.
- 1.2 s114(7) "Payment of a contribution, 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 honored at the first presentation. i.e. : if the cheque bounces, the owners financial details in 1.2/1.3 will be wrong.

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

STRATA DATA

ABN 20 080 960 112

647 PORTRUSH ROAD
GLEN OSMOND SA 5064
Phone: 8372 2777

Email: reception@stratadata.com.au

**PLEASE COMPLETE AND RETURN VIA EMAIL 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 41847 Inc.
602/12-14 Tapley Street Adelaide**

SETTLEMENT DATE _____ / _____ / 20_____

UNIT OWNERS NAME _____

UNIT OWNERS ADDRESS _____

DATE & PLACE OF BIRTH _____ (COMPANY TITLES ONLY)

CONTACT DETAILS

HOME	_____	WORK	_____
MOBILE	_____	EMAIL	_____

CORRESPONDENCE TO OWNER / AGENT ACCOUNTS TO OWNER / AGENT (please circle)

Will this unit be rented Yes / No , if Yes then please complete the details below

RENTAL MANAGER/AGENTS _____

(if applicable) _____

ADDRESS _____

CONTACT PERSON _____

CONTACT DETAILS

HOME	_____	WORK	_____
MOBILE	_____	EMAIL	_____

TENANT NAMES _____

CONTACT DETAILS

HOME	_____	WORK	_____
MOBILE	_____	EMAIL	_____

CONVEYANCER ACTING ON BEHALF OF VENDOR _____

CONVEYANCER ACTING ON BEHALF OF PURCHASER _____

Should the need arise for us to make contact with the new owner, it is important for us to have a complete set of accurate and up to date contact details. Please ensure that we are provided with the new owners contact details including a contact phone number, on the form provided.

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

Minutes of the Annual General Meeting

Corporation *Community Corporation 41847 Inc.*
Address *12-14 Tapley Street, Adelaide*
Meeting Date **22nd of October, 2024 commencing at 9:30 AM**
Location **647 Portrush Road Glen Osmond, South Australia 5064**

Present in Person

Lot/Unit: 104 Nora Living H2 Pty. Ltd.
Lot/Unit: 204 Shirley Milsom
Lot/Unit: 302 M Rosser
Lot/Unit: 402 Michelle Sinclair
Lot/Unit: 403 Nora Living CAH Pty Ltd
Lot/Unit: 501 Mr Shaun Kennedy
Lot/Unit: 504 Nora Living CAH Pty Ltd
Lot/Unit: 604 Nora Living H2 Pty. Ltd.
Lot/Unit: 803 Nora Living H2 Pty. Ltd.

Apologies

Nil

Present by Proxy

Lot/Unit: 201 K Lumsden by Proxy to Craig Holden
Lot/Unit: 704 Ronald John Bannear by Proxy to Michael Rosser
Lot/Unit: 802 Wayne Fong by Proxy to Strata Data

In attendance

Ms Kristy Hudson representing Nora Living H2 Pty. Ltd.
Mr Craig Holden representing Nora Living CAH Pty Ltd
Mr John Shainu representing Strata Data

Quorum

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

The Body Corporate Manager declared that a quorum was not in attendance and the meeting was adjourned at 10:00 am. General discussion took place until 10:47 am.

Minutes of the Adjourned Annual General Meeting

Corporation *Community Corporation 41847 Inc.*
Address *12-14 Tapley Street, Adelaide*
Meeting Date **4th of November, 2024 commencing at 9:30 AM**
Location **647 Portrush Road Glen Osmond, South Australia 5064**

Present in Person

Lot/Unit: 104 Nora Living H2 Pty. Ltd.
Lot/Unit: 204 Ms Shirley Milsom
Lot/Unit: 501 Mr Shaun PKennedy
Lot/Unit: 604 Nora Living H2 Pty. Ltd.
Lot/Unit: 803 Nora Living H2 Pty. Ltd.

Apologies

Nil

Present by Proxy

Lot/Unit: 403 Nora Living CAH Pty Ltd by Proxy to Strata Data
Lot/Unit: 504 Nora Living CAH Pty Ltd by Proxy to Strata Data
Lot/Unit: 802 Wayne Fong, Sing Fong by Proxy to Strata Data

In attendance

Ms Kristy Hudson representing Nora Living H2 Pty. Ltd.
Mr John Shainu representing Strata Data

Quorum

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

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 10:01 am.

Chairperson

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

Confirmation of Minutes

It was resolved "that the minutes of the previous General Meeting(s), held on **12th of March, 2024** be accepted as a true and correct record of that meeting." *Carried Unanimously*

Financial Report

It was resolved "that the statement of income and expenditure for the period Tuesday 19 December 2023 to Thursday 03 October 2024 was reviewed, received and accepted as an accurate record of the corporation's current financial standing." *Motion Failed*

During the meeting, an audit report for the Corporation was requested from Strata Data. Upon investigation, the Body Corporate Manager clarified that the Corporation's first meeting was held in March 2024, at which time no resolution was made to obtain a Corporation audit report. The only audit report currently available is for the Trust Account, which covers all the Corporation managed by Strata Data. The owners have now requested a Corporation audit report, which will be made available next year.

Further, the members present requested that Strata Data provide the closing statement from the previous company for the period from July 2023 to December 2023 to confirm the opening balances. Strata Data will attach the closing statement to these minutes.

Penalty Notices / Payments

A discussion took place regarding the penalty notices and payment. "It was resolved that the Corporation will impose penalty on owners for breaches related to the following issues:

- 1. Dumping rubbish outside the designated bin area**
- 2. Failing to use the protective blanket in the lift when moving items**
- 3. Mishandling the car stacker**

The fine structure for these breaches is as follows:

- **First breach:** \$125.00 penalty plus any additional fees related to collection or repairs
- **Second breach:** (or failure to address the first breach notice): \$250.00 fine plus additional fees related to collection or repairs (any penalty previously charged would be separate)
- **Third breach:** \$500.00 penalty plus additional fees related to collection or repairs (any penalty previously charged would be separate)

For **mishandling the car stacker** specifically:

- **First instance:** Any repair or call-out costs will be borne by the owner involved, with the above fine structure applying to subsequent breaches.

Strata Data will be directed by the Committee to apply these penalty, with any adjustments subject to Committee approval. The maximum penalty for any single breach is capped at \$500.00, in compliance with applicable legislation." *Carried Unanimously*

Public Officer

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

Financial Statement Audit

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

Review of Sums Insured

General Advice Warning

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

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

The Body Corporate declined to have an insurance valuation and resolved to maintain the current level of insurance cover as detailed below.

It was resolved "that the sums insured be:

Building Insurance	\$19,320,000.00
Common Area Insurance	\$155,000
Public Liability Insurance	\$30,000,000
Office Bearers Liability	\$1,000,000
Catastrophe Insurance	Not Selected
Fidelity Guarantee	\$250,000
Machinery Breakdown	Not Selected
Renewal Date for these sums is	15/12/2024
Last Valuation Date	\$155,000
Last Valuation Sum	\$30,000,000
Standard Excess	\$2,000
Fire Excess	\$25,000
Legal Defence Expenses Excess	\$1,000

Excess may be subject to change at next renewal.

Flood Cover

The policy currently includes flood cover.

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

Contents and Landlords Insurance

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

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

Use of Contractors

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

Preferred Contractors

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

Non-Preferred Contractors (Approved)

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

Non Approved Contractors

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

Maintenance Requirements

Scheduled Cleaning of Gutters and Down Pipes

Strata Data was requested to arrange for cleaning of gutters and downpipes, once per year in April 2025 through Connekt Plumbing during their annual preventive maintenance.

Stormwater Preventative Maintenance (Hydrojet Clean)

Strata Data was advised no action for the above item.

Sewer Preventative Maintenance (Hydrojet Clean)

Strata Data was advised no action for the above item.

Letterbox Replacement – Quote Attached

A quote was obtained from Maintenance Matters for the replacement of letterboxes with a more tamper-proof option at a cost of \$12,669.40. After discussion, it was resolved "that no action is required at this time. That Strata Data will attend to repairs as maintenance issues arise." *Carried Unanimously*

Pot Plants on the Roof - Not to Replace if Damaged by Storm again

A discussion took place regarding the potted roof plants that were damaged during the recent stormy weather. It was suggested that alternative, more resilient plants be considered if damage occurs again. Additionally, members noted that the plants are growing quite large and recommended exploring alternative options for the roof garden. Mr. Michael Rosser will monitor the situation and advise Strata Data should any action be required.

Lock Box Installation & CCTV

Mr. Michael Rosser informed the owners about the plan to install three Bluetooth locks at various locations within the Corporation to securely store Corporation keys. Mr. Rosser will coordinate with Hancock Locksmith and Nick from M&E Electricals for the installation. Further, a data plan for CCTV was also approved which would be arranged separately and be billed under Corporation. Strata Data will organise the internet connection.

Other Relevant Business

Window Cleaning

A discussion took place regarding window cleaning at the Corporation. Strata Data was advised to obtain a quotation from the contractor used by the neighbouring Corporation and forward it to the Committee for review and approval.

Maintenance Condition and Safety Report

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

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

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

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

Honorarium

It was resolved "That the Body Corporate agrees that Mr Michael Rosser, owner of lot 302, engages for the tasks carried at the Corporation as duly assigned below:

- Conduct regular checks of the property's common areas to ensure they are maintained in accordance with property standards.
- Report any identified issues and coordinate necessary actions in collaboration with Strata Data, including additional rubbish removal, as needed.
- Serve as the primary contact for new tenants, providing them with an induction of shared areas and outlining expectations for utilising these spaces. This will involve utilising a digital key box equipped with the capability to generate unique access codes for master and lift keys, facilitating efficient tracking of tenant movements and responsibilities.
- Help in identifying tenants or owners who are violating the by-laws to Strata Data, after which Strata Data will issue notifications and administer penalties in accordance with the Act and the specified procedure for imposing penalties.

That the Body Corporate has resolved to reimburse the owner up to a maximum of \$6,000.00 for the following expenses:

- Current Quarterly levies (Special levies and immediate levies not included)
- Council Rates (Once the receipt of payment is submitted)
- Shared Gas invoices
- Shared Water Expenses

That the above agreement will be reviewed and placed on the agenda every year at the Annual General Meeting." *Carried Unanimously*

Approvals, Alterations & Additions

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

Level of Maintenance Fund Contributions

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

The Body Corporate Manager tabled a budget with a total annual contribution of \$132,979.00.

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

Administration Fund	\$126,979
Sinking Fund	\$6,000
Total Contribution	\$132,979

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

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

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

Election of Officers

It was resolved "that Nora Living CAH Pty Ltd be appointed to the positions of Presiding Officer, Mr Michael Rosser be appointed as the Secretary and that Ms Michelle Sinclair be appointed to the position of Treasurer for the forthcoming year. That the Presiding Officer be delegated authority to make decisions (that require ordinary resolutions only) on behalf of the Corporation, and be the main contact point between Strata Data and the corporation. That a Committee comprising of the following owners is appointed." *Carried Unanimously*

Appointment of Body Corporate Manager

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

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

The agreed management fee for the coming year is \$7,260 including GST.

Next Annual General Meeting

The next Annual General Meeting will be held on 21st October 2025 at 9:30 am via Zoom.

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 10:55 am.



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

How can I access the Portal?

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

Strata Data Group

Minutes of the Annual General Meeting

Corporation *Community Corporation 41847 Inc.*
Address *12-14 Tapley Street, Adelaide*
Meeting Date **26th of November, 2025 commencing at 9:30 AM**
Location **647 Portrush Road, Glen Osmond and Via Teleconference**

Present in Person

Lot: 201 K & C Lumsden
Lot: 402 Michelle Sinclair
Lot: 403 Christopher John Organ
Lot: 501 Shaun Paul Kennedy
Lot: 504 Sollis Pty Ltd represented by Samantha Young
Lot: 703 K Williams

Apologies

Lot: 602 Brenton Bock, Alison Bock By Proxy to Kimberley Dinnison

Present by Proxy

Lot: 101 Georgia Parletta By Proxy to Kimberley Dinnison
Lot: 103 TAPLEY PTY. LTD. By Proxy to Kimberley Dinnison
Lot: 104 Nora Living H2 Pty. Ltd. By Proxy to Kimberley Dinnison
Lot: 203 TAPLEY PTY. LTD. By Proxy to Kimberley Dinnison
Lot: 204 Shirley Elizabeth Milsom, Ronald David Milsom By Proxy to Michelle Sinclair
Lot: 301 K Calaby, M Siebentritt By Proxy to Kimberley Dinnison
Lot: 302 M Rosser By Proxy to Strata Data
Lot: 304 TAPLEY PTY. LTD. By Proxy to Kimberley Dinnison
Lot: 401 Graham Evans, Kaye Evans, Carrie Evans By Proxy to Kimberley Dinnison
Lot: 404 TAPLEY PTY. LTD. By Proxy to Kimberley Dinnison
Lot: 502 Paul Lakatos By Proxy to Kimberley Dinnison
Lot: 503 TAPLEY PTY. LTD. By Proxy to Kimberley Dinnison
Lot: 603 TAPLEY PTY. LTD. By Proxy to Kimberley Dinnison
Lot: 604 Nora Living H2 Pty. Ltd. By Proxy to Kimberley Dinnison
Lot: 702 Seamus Lennon, Michael Andrew Lennon By Proxy to Strata Data
Lot: 704 Ronald John Bannear By Proxy to Strata Data
Lot: 802 Wayne Fong, Sing Fong By Proxy to Kimberley Dinnison
Lot: 803 Nora Living H2 Pty. Ltd. By Proxy to Kimberley Dinnison
Lot: 804 ACT Pty Ltd (ACN: 635 711 872) By Proxy to Kimberley Dinnison

In attendance

Ben Moch representing Strata Data
Kimberley Dinnison of Forme Projex

Quorum

The Body Corporate Manager advised that the Corporation had currently 1 un-financial lot with the payments due 01/10/2025 not having been paid. Section 84(14) of the Community Titles Act advised that a vote cannot be exercised in relation to a lot unless all amounts payable to the corporation in respect of that lot have been paid and section 83(4) determines that only financial lots are to be regarded in the establishment of a quorum.

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 9:32 am.

Chairperson

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

Confirmation of Minutes

It was resolved "that the minutes of the previous General Meeting(s), held on 4th of November 2025 be accepted as a true and correct record of that meeting." *Carried Unanimously*

Financial Report

It was resolved "that the statement of income and expenditure for the period Friday 04 October 2024 to Friday 03 October 2025 was reviewed, received and accepted as an accurate record of the corporation's current financial standing." *Carried Unanimously*

Financial Statement Audit

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

Review of Sums Insured**General Advice Warning**

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

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

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

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

The Body Corporate declined to have an insurance valuation, but resolved to endorse **at the next renewal date**, an increase in the insurance sum from \$19,320,000.00 up to the following amounts.

It was resolved "that the sums insured be:

Building Insurance	\$20,286,000.00
Common Area Insurance	\$193,200.00
Public Liability Insurance	\$30,000,000.00
Office Bearers Liability	\$1,000,000.00
Catastrophe Insurance	Not Selected
Fidelity Guarantee	\$250,000.00
Machinery Breakdown	Not Selected
Excess: Standard	\$2,000.00
Excess: Fire	\$5,000.00

Renewal Date for these sums is	15/12/2025
Last Valuation Date	05/07/2024
Last Valuation Sum	\$19,320,000.00

Excess may be subject to change at next renewal.

Flood Cover

The policy currently includes flood cover.

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

Contents and Landlords Insurance

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

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

Use of Contractors

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

Preferred Contractors

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

Non-Preferred Contractors (Approved)

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

Non Approved Contractors

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

Maintenance Requirements

Nil

Other Relevant Business

Sinking Fund Analysis Review

The members present reviewed the Sinking Fund Analysis report prepared by QIA Group in line with legislation and it was noted the sinking fund balance and plan of works not aligned with the report.

Meeting note: Chris Organ suggested that a new sinking fund forecast should be obtained in the near future so that the corporation can actively manage their sinking fund. The Body Corporate Manager suggested placing on the 2026 AGM agenda and the owners agreed.

Maintenance Condition and Safety Report

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

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

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

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

Pet Register

The Body Corporate Manager prior to the AGM was seeking approval from the management Committee. It was agreed to further discuss a pet register at the AGM.

At this time, there is no concerns relating to pets and due to this the owners present agreed that a pet register was not required at this time.

It was noted that the time required to actively manage the pet register was not a valuable use of time based on the current pet situation. If the situation was to change the management committee would further discuss the requirement for a pet register.

Occupancy Restrictions

Chris Organ had requested this item on the AGM agenda. This was due to two adults and 4 children occupying an apartment in the building. The Body Corporate Manager and Kimberley Dinnison advised that they were not aware of any rules or regulations regarding numbers of residents in an apartment. Kimberley also stated that now legally a property manager is not able to ask about the age of people under the age of 18 and the number residing in a property.

Electricity Tender

When the Body Corporate Manager was holding a meeting with the management committee prior to the AGM, it was agreed to place this item on the agenda. The Body Corporate Manager noted that the corporation may want to look at changing electricity providers. If this was to occur it was suggested that a tender be undertake (approximate cost \$1,800.00).

The owners present agreed that this was not required due to the current cost of the common electricity. It was agreed that a tender would be a good idea but the cost vs reward is not suitable at this time.

While discussing Kylie Lumsden noted that Craig recently undertook a similar process for their own accounts. She will discuss this further with Craig and see what he can offer the corporation. If any information is provided the management committee will further discuss as required.

Gas Tender

While discussing the electricity it was suggested that the gas is a higher priority as the overall cost is significantly higher. It was noted that if Craig was able to assist, he would investigate the gas as well and report back to the Body Corporate Manager and Management Committee.

Master Key Discussion

The Body Corporate Manager advised the owners present that this matter was raised in early 2025 and when the corporation moved to Ben Moch in May, he continued the investigation. It can be confirmed that currently there is one master key not accounted for and this has been lost when under the management of ASCM, sometime between commencement and year 4.

The owners present at the meeting discussed this matter in depth and agreed that no further action was required. This was agreed due to the length of time that the key has been unaccounted for and the corporations only recourse would be to take legal action against ASCM.

Through discussion it was agreed that Forme Projex would remain in possession of a master key due to the assistance they provide the corporation. This is due to their heavy involvement with property management and their close proximity to the building.

Car Stacker Induction

The owners present discussed the car stacker induction process. Due to the number of apartments managed, Kimberley/Forme Projex will continue the induction process.

Through discussion Chris Organ offered to assist new tenants and owners with inductions. The Body Corporate Manager noted his concerns relating to Chris undertaking this process. It was agreed that Chris would be provided official training by CSI and would be able to assist new residents and owners moving forward.

Resident Engagement

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

Approvals, Alterations & Additions

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

Level of Maintenance Fund Contributions

Strata Data advised that owners must make provision for long term, non-recurrent maintenance expenditure through a sinking fund and presented an estimate of budget requirements for the coming year while recommending that the corporation look at obtaining a Sinking Fund Analysis.

The Body Corporate Manager tabled a budget with a total annual contribution of \$154,436.00. This Budget was approved:

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

Administration Fund	\$134,436.00
Sinking Fund	\$20,000.00
Total Contribution	\$154,436.00

This contribution is payable quarterly and divided by entitlement on 1st of April 2026

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

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

Election of Officers

It was resolved "that Michelle Sinclair be appointed to the positions of Presiding Officer and Secretary and that Kristy Hudson (Nora Living H2 Pty. Ltd.) be appointed to the position of Treasurer for the forthcoming year. That the Presiding Officer be delegated authority to make decisions (that require ordinary resolutions only) on behalf of the Corporation, and be the main contact point between Strata Data and the corporation. That a Committee comprising of the following owners is appointed." *Carried Unanimously*

Committee Members

Kristy Hudson
Michelle Sinclair
Christopher Organ

Appointment of Body Corporate Manager

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

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

The agreed management fee for the coming year is \$7,478.00 including GST.

Next Annual General Meeting

The next Annual General Meeting will be held on 9/12/2026 at 9:30 am at Strata Data, 647 Portrush Road, Glen Osmond SA 5064. & Via Teleconference.

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 11:00 am.



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- Access financial statements and live account balances;
- Update your contact details;
- View insurance information, both past and present;
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- If you have not received an invite, please email portals@stratadata.com.au to request an invitation.

Minutes of the Extraordinary General Meeting

Corporation *Community Corporation 41847 Inc.*
Address *12-14 Tapley Street, Adelaide*
Meeting Date **14th of August, 2024 commencing at 3:00 PM**
Location **647 Portrush Road Glen Osmond, South Australia 5064**

Present in Person

Lot/Unit: 201 C Lumsden
Lot/Unit: 402 Michelle Sinclair

Apologies

Nil

Present by Proxy

Lot/Unit: 103 Tapley Pty. Ltd by Proxy to Mr Craig Holden
Lot/Unit: 104 Nora Living H2 Pty. Ltd. by Proxy to Mr Craig Holden
Lot/Unit: 202 Hoa Nguyen by Proxy to Strata Data
Lot/Unit: 203 Tapley Pty. Ltd. by Proxy to Mr Craig Holden
Lot/Unit: 304 Tapley Pty. Ltd. by Proxy to Mr Craig Holden
Lot/Unit: 404 Tapley Pty. Ltd. by Proxy to Mr Craig Holden
Lot/Unit: 503 Tapley Pty. Ltd. by Proxy to Mr Craig Holden
Lot/Unit: 504 Nora Living Cah Pty Ltd by Proxy to Mr Craig Holden
Lot/Unit: 603 Tapley Pty. Ltd. by Proxy to Mr Craig Holden
Lot/Unit: 604 Nora Living H2 Pty. Ltd. by Proxy to Mr Craig Holden
Lot/Unit: 802 Wayne Fong, Sing Fong by Proxy to Strata Data
Lot/Unit: 803 Nora Living H2 Pty. Ltd. by Proxy to Mr Craig Holden
Lot/Unit: 804 Act Pty Ltd (Acn: 635 711 872) by Proxy to Mr Craig Holden

In attendance

Mr Michael Rosser from Unit 302
John Shainu representing Strata Data

Quorum

The Body Corporate Manager declared that a quorum was not in attendance and the meeting was adjourned at 3:30 pm.

Minutes of the Adjourned Extraordinary General Meeting

Corporation *Community Corporation 41847 Inc.*
Address *12-14 Tapley Street, Adelaide*
Meeting Date **22nd of August, 2024 commencing at 9:30 AM**
Location **647 Portrush Road Glen Osmond, South Australia 5064**

Present in Person

Lot/Unit: 402 Michelle Sinclair

Apologies

Nil

Present by Proxy

Lot/Unit: 103 Tapley Pty. Ltd by Proxy to Mr Craig Holden
Lot/Unit: 104 Nora Living H2 Pty. Ltd. by Proxy to Mr Craig Holden
Lot/Unit: 202 Hoa Nguyen by Proxy to Strata Data
Lot/Unit: 203 Tapley Pty. Ltd. by Proxy to Mr Craig Holden
Lot/Unit: 304 Tapley Pty. Ltd. by Proxy to Mr Craig Holden
Lot/Unit: 404 Tapley Pty. Ltd. by Proxy to Mr Craig Holden
Lot/Unit: 503 Tapley Pty. Ltd. by Proxy to Mr Craig Holden
Lot/Unit: 504 Nora Living Cah Pty Ltd by Proxy to Mr Craig Holden
Lot/Unit: 603 Tapley Pty. Ltd. by Proxy to Mr Craig Holden
Lot/Unit: 604 Nora Living H2 Pty. Ltd. by Proxy to Mr Craig Holden
Lot/Unit: 802 Wayne Fong, Sing Fong by Proxy to Strata Data
Lot/Unit: 803 Nora Living H2 Pty. Ltd. by Proxy to Mr Craig Holden
Lot/Unit: 804 Act Pty Ltd (Acn: 635 711 872) by Proxy to Mr Craig Holden

In attendance

Mr Michael Rosser from Unit 302
John Shainu representing Strata Data

Quorum

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

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 10:01 am

Chairperson

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

Honorarium

"That the Body Corporate agrees that Mr Michael Rosser, owner of lot 302, engages for the tasks carried at the Corporation as duly assigned below:

- Conduct regular checks of the property's common areas to ensure they are maintained in accordance with property standards.
- Report any identified issues and coordinate necessary actions in collaboration with Strata Data, including additional rubbish removal, as needed.

- Serve as the primary contact for new tenants, providing them with an induction of shared areas and outlining expectations for utilising these spaces. This will involve utilising a digital key box equipped with the capability to generate unique access codes for master and lift keys, facilitating efficient tracking of tenant movements and responsibilities.
- Help in identifying tenants or owners who are violating the by-laws to Strata Data, after which Strata Data will issue notifications and administer penalties in accordance with the Act and the specified procedure for imposing penalties.

That the Body Corporate has resolved to reimburse the owner up to a maximum of \$6,000.00 for the following expenses:

- Current Quarterly levies (Special levies and immediate levies not included)
- Council Rates (Once the receipt of payment is submitted)
- Shared Gas invoices

That the above agreement will be reviewed and placed on the agenda every year at the Annual General Meeting.”

Amended Resolution

It was resolved “That the Body Corporate agrees that Mr Michael Rosser, owner of lot 302, engages for the tasks carried at the Corporation as duly assigned below:

- Conduct regular checks of the property's common areas to ensure they are maintained in accordance with property standards.
- Report any identified issues and coordinate necessary actions in collaboration with Strata Data, including additional rubbish removal, as needed.
- Serve as the primary contact for new tenants, providing them with an induction of shared areas and outlining expectations for utilising these spaces. This will involve utilising a digital key box equipped with the capability to generate unique access codes for master and lift keys, facilitating efficient tracking of tenant movements and responsibilities.
- Help in identifying tenants or owners who are violating the by-laws to Strata Data, after which Strata Data will issue notifications and administer penalties in accordance with the Act and the specified procedure for imposing penalties.

That the Body Corporate has resolved to reimburse the owner up to a maximum of \$6,000.00 for the following expenses:

- Current Quarterly levies (Special levies and immediate levies not included)
- Council Rates (Once the receipt of payment is submitted)
- Shared Gas invoices
- Shared Water Expenses

That the above agreement will be reviewed and placed on the agenda every year at the Annual General Meeting.” *Carried Unanimously*

Note: John informed the owners about the above resolutions, where Mr Michael Rosser will be only administering the above roles and won't be engaged for any skilled labour work. Further, as Michael is a part of the Committee he will be covered under Officer Bearers Cover under the legislation.

It was also agreed by the members present that Michael will be reimbursed for all the previous invoices for the current year. Mr Michael Rosser is to put all the claims against the current outstanding and Mr John Shainu is to review and get the accounts to organise the reimbursements.

Closure

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

Attached:

Induction information, the owners and property manager are requested to read and adhere the procedure

Minutes of the Extraordinary General Meeting

Corporation *Community Corporation 41847 Inc.*
Address *12-14 Tapley Street, Adelaide*
Meeting Date **27th of March, 2025 commencing at 10:30 AM**
Location **647 Portrush Road Glen Osmond, South Australia 5064**

Present in Person

Lot: 204 Ms Shirley Milsom
Lot: 402 Ms Michelle Sinclair
Lot: 403 Nora Living CAH Pty Ltd
Lot: 501 Ms Shecky Kennedy

Apologies

Nil

Present by Proxy

Lot: 101 Georgia Parletta by Proxy to Ms Kimberley Dinnison
Lot: 102 Nicholas Parletta by Proxy to Ms Kimberley Dinnison
Lot: 103 TAPLEY PTY. LTD. by Proxy to Ms Kimberley Dinnison
Lot: 104 Nora Living H2 Pty. Ltd. by Proxy to Ms Kimberley Dinnison
Lot: 203 TAPLEY PTY. LTD. by Proxy to Ms Kimberley Dinnison
Lot: 301 M Siebentritt by Proxy to Ms Kimberley Dinnison
Lot: 302 M Rosser by Proxy to Ms Michelle Sinclair
Lot: 304 TAPLEY PTY. LTD. by Proxy to Ms Kimberley Dinnison
Lot: 401 Graham Evans by Proxy to Ms Kimberley Dinnison
Lot: 404 TAPLEY PTY. LTD. by Proxy to Ms Kimberley Dinnison
Lot: 502 Paul Lakatos by Proxy to Ms Kimberley Dinnison
Lot: 503 TAPLEY PTY. LTD. by Proxy to Ms Kimberley Dinnison
Lot: 602 Brenton Bock by Proxy to Ms Kimberley Dinnison
Lot: 603 TAPLEY PTY. LTD. by Proxy to Ms Kimberley Dinnison
Lot: 604 Nora Living H2 Pty. Ltd. by Proxy to Ms Kimberley Dinnison
Lot: 702 Michael Lennon by Proxy to Ms Kimberley Dinnison
Lot: 704 Ronald John Bannear by Proxy to Strata Data
Lot: 802 Wayne Fong, Sing Fong by Proxy to Ms Kimberley Dinnison
Lot: 803 Nora Living H2 Pty. Ltd. by Proxy to Ms Kimberley Dinnison
Lot: 804 ACT Pty Ltd (ACN: 635 711 872) by Proxy to Ms Kimberley Dinnison

In attendance

John Shainu representing Strata Data

Quorum

The Body Corporate Manager advised that the Corporation had currently no un-financial lots with the payments due. Section 84(14) of the Community Titles Act advised that a vote cannot be exercised in relation to a lot unless all amounts payable to the corporation in respect of that lot have been paid and section 83(4) determines that only financial lots are to be regarded in the establishment of a quorum.

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 10:41 am

Chairperson

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

Rescission of Previous Motion – Appointment of Mr. Michael Rosser

It was resolved "That the Corporation rescind the motion previously passed at the Extraordinary General Meeting held on 14th August 2024 and subsequently carried at the Annual General Meeting on 4th November 2024. That with this rescission, the appointment of Mr. Michael Rosser from Lot 302 to undertake specific tasks within the building in exchange for an annual honorarium of up to \$6,000.00, covering his quarterly levies, council rates, shared gas invoices, and shared water invoices will be terminated. That this motion nullifies any powers or responsibilities granted under the previous appointment." *Carried (For 22 votes; Against 1; Abstain 1)*

It was further advised to Strata Data that effective today, 27th March 2025 all the reimbursement be ceased and the previous payment be made to Mr Michael Rosser on a pro-rata basis.

Rescission of Additional Motions

It was resolved "That the Corporation rescind any additional or previous motions passed at the 2024 Annual General Meeting held on 4th November 2024, or any subsequent Committee Meetings including but not limited to the meeting held on 28th January 2025 pertaining to Lift Blanket Access, New Occupant Building Handovers, and Induction Acknowledgement Forms." *Carried (For 21 votes; Against 1; Abstain 2)*

Appointment of Strata Data as Building Manager

It was resolved "That the Corporation resolves to appoint Strata Data as the Building Manager in accordance with the service proposal distributed with the agenda, under the following conditions:

- The Building Manager will be responsible for the installation and removal of lift blankets as booked or required.
- The agreement will commence within two weeks from the date of the EGM.
- All common area keys, fobs, and CCTV access details must be transferred to Strata Data within this timeframe.
- Strata Data will engage M&E Electrical to update CCTV access login and password details, ensuring the new credentials are held solely by Strata Data and the Building Manager.

That the Corporation resolves to accept the proposal from Strata Data for an annual fee of \$14,586.00, inclusive of GST." *Carried (For 20 Votes; Against 1; Abstain 3)*

Review of Accepted Budget and Financial Considerations with the Appointment of the Building Manager's Cost

A discussion took place regarding the revision of budget for the next two quarters consideration the additional expense with the engagement of the new Building Manager at the Corporation. After discussion it was resolved "that the members agreed to use the existing fund in the sinking fund to cover the extra cost during the year. That the members agreed to maintain the current levies until the next Annual General Meeting." *Carried Unanimously*

Strata Data Service Improvement Discussion

In the meeting, Ms Shecky Kennedy expressed dissatisfaction with the service provided by Strata Data, particularly regarding a car stacker issue that took three weeks to resolve. Strata Data acknowledged the inconvenience and explained that the delay was purely from the Car Stacker Company's end as the spares and equipment being shipped from interstate. Ms Michelle Sinclair suggested that the Corporation should order a spare gate mechanism to avoid future delays. Further, it was clarified that any compensation for such issues towards the owner/residents would need to be decided by the management committee.

Reinstatement of Breach of By-Laws Procedure – Rescind the Fine Procedure

A discussion was held regarding the Corporation's procedure for issuing fines. The members expressed concerns that the previous approach was not acceptable, as fines had been issued for certain breaches without prior notice or warning.

It was resolved "that the following process be adopted

- A first letter will be issued as a notification advising that a breach has occurred.
- A second letter will be sent if the same breach is repeated, advising that continued non-compliance may result in a fine.
- A third and final letter will be the formal notice of the fine being imposed on the lot." *Carried (For 20 Votes; Against 1; Abstain 3)*

Reimbursement/Rescind the Fine Invoices –

A discussion was held regarding the rescission of fine notice invoices (787818 & 789849) issued to the respective Lot Owners for breaches. It was acknowledged that the previous breach notices were not issued in accordance with the relevant legislation, and on this basis, the owners requested that the invoices be withdrawn.

It was resolved "that the owners agree to rescind invoices 787818 and 789849 and instruct Strata Data to cancel the fines issued to the respective Lot Owners." *Carried (For: 20 votes; Against: 1; Abstained: 3)*

Adoption of House Rules

The meeting included a discussion on the proposed new house rules attached to the agenda. Ms Michelle Sinclair recommended removing individual staff names (John and Katie) to avoid future complications and suggested using a general email for the Building Manager. The team agreed to update the contact details once received from the Business Development Manager.

Concerns were raised about the lack of a clear induction process by Car Stacker International (CSI), which has led to delays for new owners and tenants. Ms Shecky Kennedy shared her experience as a new owner, emphasising the need for formal training. It was noted that while the by-laws do not mandate training, it should be clearly communicated.

The Corporation agreed to refine the Car Stacker induction, move-in, and move-out procedures, with the Building Manager to act as the primary point of contact.

"That the Corporation resolve to adopt the House Rules as attached to the agenda. That the Corporation notes that certain details, such as deposit requirements for lift keys, may be amended, as necessary."

Amended Motion after discussion

It was resolved "that the Corporation resolve to adopt the House Rules as attached to the agenda with amendment above. That the final draft of house rules will be send once the above amendments are included and once the confirmation of the Building manager is obtained." *Carried (Votes For – 23; Against – 1)*

Election of Presiding Officer

The meeting discussed about the election of a presiding officer. Ms Michelle Sinclair and Ms Shirley Milsom decline the position. Ms. Kimberley Dinnison mentions having another owner who might be interested in the role, which she will confirm once she has a response from the owner. The group also discussed on Michael's potential resignation from the committee if he doesn't continue as building caretaker.

It was resolved "that Mr Craig Holden agrees to temporarily serve as the Presiding Officer to comply with legislation. That the members present appointed Mr Craig Holden as the Interim Presiding Officer." Carried Unanimously *For: 23 votes; Abstained: 1)*

John agreeing to reconfirm Michael's position on the Committee.

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 11:56 am.

Minutes of the Committee Meeting

Corporation *Community Corporation 41847 Inc.*
Address *12-14 Tapley Street, Adelaide*
Meeting Date **28th of January, 2025 commencing at 10:30 AM**
Location **12-14 Tapley Street Adelaide, South Australia 5000**

Present in Person

Lot 604 Mr Craig Holden
Lot: 302 M Rosser
Lot: 402 Michelle Sinclair

Apologies

Nil

Present by Proxy

Nil

In attendance

Mr Andrew Hudson representing Frome Rentals
Mr Kimberley Dinnison representing Frome Rentals
Mr John Shainu representing Strata Data

Quorum

The Chairperson declared that a quorum was in attendance and the meeting was adjourned at 10:45 am.

Chairperson

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

Other Business

The meeting commenced with a list of items presented by Frome Rentals to initiate the discussion. Below is the list:"

Lift blanket Access

It was agreed that Frome Rentals is responsible for notifying Strata Data about any new tenants leasing an apartment. Strata Data will then forward this information to Building Caretaker, who will provide the necessary access code. This code grants lift blanket access, which is required for moving furniture in and out of the apartment.

Additionally, this process must also be followed when tenants exit their lease and move out of the Corporation.

During discussions, it was noted that, under the **Residential Tenancy Act**, sharing tenant contact information with individuals would constitute a privacy breach. As a result, it was resolved that **Forme Rentals** will provide the tenant details to **Strata Data**, where the information will remain confidential. Only the apartment number will be shared with **Building Caretaker** to ensure he is aware of which unit has a new tenant.

Furthermore, a suggestion was made to include a signed declaration within the lease agreement,

allowing the Building Caretaker to access tenant contact details. However, Forme Rentals did not accept this proposal. Further, it was advised that Forme Rental should not provide any details of Mr Micheal Rosser to any of their clients and Forme Rental is required to route all the tenants queries and communications through Frome Rentals to Strata Data.

Handovers

It was agreed that Forme Rentals will be responsible for inducting new tenants into the apartment, while Building Caretaker will conduct the building induction. This induction will cover house rules, moving procedures, bin room regulations, SD App (Bylaws and internal communication centre) and any applicable fines.

New tenants attending the induction will be required to sign an induction form. Additionally, Strata Data will contact CSI to arrange an induction for new tenants by providing their contact details, allowing them to schedule an appointment at a suitable time. The cost of the induction will be borne by the owner.

It was strictly advised that owners or residents cannot use the car stacker without completing the induction, which must be attended within 14 days of moving in.

Further it was advised that Forme Rentals needs to inform Strata Data at least 14 days prior at least when the new tenant is moving in, as this assists sufficient time for the building caretaker to book a day for induction and to provide code.

Forme Rentals, did mentioned that this is not possible at every instance, but it was also by the Building Caretaker mentioned that in order to process a smooth operation, prior notice is a must.

Lift keys

Mr Andrew Hudson mentioned that that lift keys are the assets of Forme Rentals as they have this as a common for of their sites. Strata Data to co-ordinate with Schindler Australia to arrange for separate keys for their assets. Until this is arranged Forme Rentals to continue to provide a lift key to their tenants.

After this discussion Mr Andrew Hudson and Ms Kimberley left.

Keys and Fobs Management

Mr. Michael Rosser provided a list of keys that were cut through **Nelson Locksmith**, confirming that **seven master keys** and **five service keys** were issued. **Strata Data** informed the group that, out of the **seven master keys**, only **one** remains in their possession, while the whereabouts of the remaining **six** are unclear. Strata Data was advised to contact **Forme Projex** to seek clarification on the status of the missing keys.

Penalty Updates

No discussion took place on this agenda.

Procedures

1. Induction Form Review/Resident Car Registration Details

A review of the induction form was conducted, and amendments were recommended regarding the car stacker induction and access to SD App points. Strata Data will make the necessary amendments and send the updated form to Mr Michael Rosser for confirmation and approval.

2. Communication and Notifications of Procedures with Owners and/or Residents including Property Managers

It was noted that Forme Rentals or any new owner must complete the Building Induction provided by the Building Caretaker. This induction informs tenants and residents of the Corporation's house rules, with non-compliance resulting in a breach notice followed by fines. Additionally, all tenants and residents must undergo a Car Stacker Induction before using the car stacker.

3. Order of Communication Channel for Requests from Residents

Forme Rentals will not provide Building Caretaker contact details to any of their tenants. All building-related matters, including inductions, must be directed through Strata Data.

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 12:10 pm.

Minutes of the Extraordinary General Meeting

Corporation *Community Corporation 41847 Inc.*
Address *12-14 Tapley Street, Adelaide*
Meeting Date **27th of March, 2025 commencing at 10:30 AM**
Location **647 Portrush Road Glen Osmond, South Australia 5064**

Present in Person

Lot: 204 Ms Shirley Milsom
Lot: 402 Ms Michelle Sinclair
Lot: 403 Nora Living CAH Pty Ltd
Lot: 501 Ms Shecky Kennedy

Apologies

Nil

Present by Proxy

Lot: 101 Georgia Parletta by Proxy to Ms Kimberley Dinnison
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Lot: 103 TAPLEY PTY. LTD. by Proxy to Ms Kimberley Dinnison
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Lot: 804 ACT Pty Ltd (ACN: 635 711 872) by Proxy to Ms Kimberley Dinnison

In attendance

John Shainu representing Strata Data

Quorum

The Body Corporate Manager advised that the Corporation had currently no un-financial lots with the payments due. Section 84(14) of the Community Titles Act advised that a vote cannot be exercised in relation to a lot unless all amounts payable to the corporation in respect of that lot have been paid and section 83(4) determines that only financial lots are to be regarded in the establishment of a quorum.

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 10:41 am

Chairperson

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

Rescission of Previous Motion – Appointment of Mr. Michael Rosser

It was resolved "That the Corporation rescind the motion previously passed at the Extraordinary General Meeting held on 14th August 2024 and subsequently carried at the Annual General Meeting on 4th November 2024. That with this rescission, the appointment of Mr. Michael Rosser from Lot 302 to undertake specific tasks within the building in exchange for an annual honorarium of up to \$6,000.00, covering his quarterly levies, council rates, shared gas invoices, and shared water invoices will be terminated. That this motion nullifies any powers or responsibilities granted under the previous appointment." *Carried (For 22 votes; Against 1; Abstain 1)*

It was further advised to Strata Data that effective today, 27th March 2025 all the reimbursement be ceased and the previous payment be made to Mr Michael Rosser on a pro-rata basis.

Rescission of Additional Motions

It was resolved "That the Corporation rescind any additional or previous motions passed at the 2024 Annual General Meeting held on 4th November 2024, or any subsequent Committee Meetings including but not limited to the meeting held on 28th January 2025 pertaining to Lift Blanket Access, New Occupant Building Handovers, and Induction Acknowledgement Forms." *Carried (For 21 votes; Against 1; Abstain 2)*

Appointment of Strata Data as Building Manager

It was resolved "That the Corporation resolves to appoint Strata Data as the Building Manager in accordance with the service proposal distributed with the agenda, under the following conditions:

- The Building Manager will be responsible for the installation and removal of lift blankets as booked or required.
- The agreement will commence within two weeks from the date of the EGM.
- All common area keys, fobs, and CCTV access details must be transferred to Strata Data within this timeframe.
- Strata Data will engage M&E Electrical to update CCTV access login and password details, ensuring the new credentials are held solely by Strata Data and the Building Manager.

That the Corporation resolves to accept the proposal from Strata Data for an annual fee of \$14,586.00, inclusive of GST." *Carried (For 20 Votes; Against 1; Abstain 3)*

Review of Accepted Budget and Financial Considerations with the Appointment of the Building Manager's Cost

A discussion took place regarding the revision of budget for the next two quarters consideration the additional expense with the engagement of the new Building Manager at the Corporation. After discussion it was resolved "that the members agreed to use the existing fund in the sinking fund to cover the extra cost during the year. That the members agreed to maintain the current levies until the next Annual General Meeting." *Carried Unanimously*

Strata Data Service Improvement Discussion

In the meeting, Ms Shecky Kennedy expressed dissatisfaction with the service provided by Strata Data, particularly regarding a car stacker issue that took three weeks to resolve. Strata Data acknowledged the inconvenience and explained that the delay was purely from the Car Stacker Company's end as the spares and equipment being shipped from interstate. Ms Michelle Sinclair suggested that the Corporation should order a spare gate mechanism to avoid future delays. Further, it was clarified that any compensation for such issues towards the owner/residents would need to be decided by the management committee.

Reinstatement of Breach of By-Laws Procedure – Rescind the Fine Procedure

A discussion was held regarding the Corporation's procedure for issuing fines. The members expressed concerns that the previous approach was not acceptable, as fines had been issued for certain breaches without prior notice or warning.

It was resolved "that the following process be adopted

- A first letter will be issued as a notification advising that a breach has occurred.
- A second letter will be sent if the same breach is repeated, advising that continued non-compliance may result in a fine.
- A third and final letter will be the formal notice of the fine being imposed on the lot." *Carried (For 20 Votes; Against 1; Abstain 3)*

Reimbursement/Rescind the Fine Invoices –

A discussion was held regarding the rescission of fine notice invoices (787818 & 789849) issued to the respective Lot Owners for breaches. It was acknowledged that the previous breach notices were not issued in accordance with the relevant legislation, and on this basis, the owners requested that the invoices be withdrawn.

It was resolved "that the owners agree to rescind invoices 787818 and 789849 and instruct Strata Data to cancel the fines issued to the respective Lot Owners." *Carried (For: 20 votes; Against: 1; Abstained: 3)*

Adoption of House Rules

The meeting included a discussion on the proposed new house rules attached to the agenda. Ms Michelle Sinclair recommended removing individual staff names (John and Katie) to avoid future complications and suggested using a general email for the Building Manager. The team agreed to update the contact details once received from the Business Development Manager.

Concerns were raised about the lack of a clear induction process by Car Stacker International (CSI), which has led to delays for new owners and tenants. Ms Shecky Kennedy shared her experience as a new owner, emphasising the need for formal training. It was noted that while the by-laws do not mandate training, it should be clearly communicated.

The Corporation agreed to refine the Car Stacker induction, move-in, and move-out procedures, with the Building Manager to act as the primary point of contact.

"That the Corporation resolve to adopt the House Rules as attached to the agenda. That the Corporation notes that certain details, such as deposit requirements for lift keys, may be amended, as necessary."

Amended Motion after discussion

"That the Corporation resolve to adopt the House Rules as attached to the agenda with amendment above. That the final draft of house rules will be send once the above amendments are included and once the confirmation of the Building manager is obtained." *Carried (Votes For – 23; Against – 1)*

Election of Presiding Officer

The meeting discussed about the election of a presiding officer. Ms Michelle Sinclair and Ms Shirley Milsom decline the position. Ms. Kimberley Dinnison mentions having another owner who might be interested in the role, which she will confirm once she has a response from the owner. The group also discussed on Michael's potential resignation from the committee if he doesn't continue as building caretaker.

It was resolved "that Mr Craig Holden agrees to temporarily serve as the Presiding Officer to comply with legislation. That the members present appointed Mr Craig Holden as the Interim Presiding Officer." *Carried Unanimously For: 23 votes; Abstained: 1)*

John agreeing to reconfirm Michael's position on the Committee.

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 11:56 am.



Summary Financial Statement

Version: 03.10.01

Date Printed 04/10/2024

Community Corporation 41847 Inc.
Address: 12-14 Tapley Street Adelaide, South Australia 5000
ABN: 96870057933

Page 1

STRATA DATA

INCOME & EXPENDITURE STATEMENT BETWEEN 19/12/2023 AND 03/10/2024

	ADMIN	SINKING	TOTAL
INCOME			
Admin Fund Levy	\$75,681.36	-	\$75,681.36
Balance From Previous Admin.	\$19,629.74	\$32,282.10	\$51,911.84
Gas Usage Recovery	\$11,136.19	-	\$11,136.19
Interest on Overdue Levies	\$219.26	-	\$219.26
Interest Received	\$723.27	-	\$723.27
Sinking Fund Levy	-	\$4,633.55	\$4,633.55
Special Levy (Admin Fund)	\$100.00	-	\$100.00
TOTAL INCOME	\$107,489.82	\$36,915.65	\$144,405.47
OUTGOINGS			
Body Corporate Management	\$5,683.30	-	\$5,683.30
Car Stacker Repairs & Maintenance	\$17,644.00	-	\$17,644.00
CCTV Retrieval	\$148.50	-	\$148.50
Cleaning Common Areas	\$14,423.04	-	\$14,423.04
Cleaning of Bins	\$1,815.00	-	\$1,815.00
Disbursements	\$1,875.50	-	\$1,875.50
Door & Lock Repairs & Maintenance	\$1,496.50	-	\$1,496.50
Electrical Works	\$1,118.70	-	\$1,118.70
Electricity	\$1,220.34	-	\$1,220.34
Fire Brigade Callout	\$1,229.80	-	\$1,229.80
Fire Equipment Contract	\$3,078.81	-	\$3,078.81
Fire Equipment Repairs & Maintenance	\$4,446.20	-	\$4,446.20
Gas	\$11,324.58	-	\$11,324.58
General Repairs & Maintenance	\$935.00	-	\$935.00
Graffiti Removal	\$984.50	-	\$984.50
Grounds Maintenance	\$593.54	-	\$593.54
Honorarium	\$2,347.76	-	\$2,347.76
Insurance Premium	\$19,550.21	-	\$19,550.21
Insurance Valuation	\$1,430.00	-	\$1,430.00
Letterbox Repairs & Maintenance	\$338.01	-	\$338.01
Lift Service Contract	\$4,607.91	-	\$4,607.91
Meeting Fees	\$898.88	-	\$898.88
Miscellaneous Expenses	\$426.67	-	\$426.67
Plumbing Repairs & Maintenance	\$2,178.00	-	\$2,178.00
Public Officer	\$130.00	-	\$130.00
Roof Repairs & Maintenance	\$222.50	-	\$222.50



Summary Financial Statement

Version: 03.10.01

Date Printed 04/10/2024

Community Corporation 41847 Inc.

Address: 12-14 Tapley Street Adelaide, South Australia 5000

ABN: 96870057933

Page 2

STRATA DATA

Rubbish Removal	\$2,679.00	-	\$2,679.00
Sewerage Repairs & Maintenance	\$1,912.32	-	\$1,912.32
Telephone & Line Rental	\$1,295.80	-	\$1,295.80
Transfer Between Funds	(\$13,276.49)	\$13,276.49	-
Water Charges	\$202.70	-	\$202.70
TOTAL OUTGOINGS	\$92,960.58	\$13,276.49	\$106,237.07

SUMMARY

OPENING BALANCE AS AT 19/12/2023	\$0.00	\$0.00	\$0.00
TOTAL INCOME	\$107,489.82	\$36,915.65	\$144,405.47
TOTAL OUTGOINGS	\$92,960.58	\$13,276.49	\$106,237.07
CLOSING BALANCE AS AT 03/10/2024	\$14,529.24	\$23,639.16	\$38,168.40
NET SURPLUS	\$14,529.24	\$23,639.16	\$38,168.40



Summary Financial Statement

Version: 03.10.01

Date Printed 08/10/2025

Community Corporation 41847 Inc.
Address: 12-14 Tapley Street Adelaide, South Australia 5000
ABN: 96870057933

Page 1

STRATA DATA

INCOME & EXPENDITURE STATEMENT BETWEEN 04/10/2024 AND 03/10/2025

Description	ADMIN	SINKING	TOTAL
INCOME			
Access & Door Key/Swipe Cards	\$77.00	-	\$77.00
Admin Fund Levy	\$113,901.09	-	\$113,901.09
Gas Usage Recovery	\$4,310.25	-	\$4,310.25
Interest on Overdue Levies	\$27.99	-	\$27.99
Interest Received	\$769.27	-	\$769.27
Sinking Fund Levy	-	\$6,141.87	\$6,141.87
Special Levy (Admin Fund)	\$8,692.50	-	\$8,692.50
TOTAL INCOME	\$127,778.10	\$6,141.87	\$133,919.97
OUTGOINGS			
Audit	\$1,565.30	-	\$1,565.30
Body Corporate Management	\$7,275.72	-	\$7,275.72
Building Manager	\$7,220.10	-	\$7,220.10
Building Repairs & Maintenance	\$830.58	-	\$830.58
Car Stacker Repairs & Maintenance	\$2,447.50	-	\$2,447.50
Cleaning Common Areas	\$17,281.00	-	\$17,281.00
Cleaning of Bins	\$2,640.00	-	\$2,640.00
Council Rates & Charges	\$528.77	-	\$528.77
Disbursements	\$2,344.72	-	\$2,344.72
Door & Lock Repairs & Maintenance	\$2,385.39	-	\$2,385.39
Electrical Works	\$2,211.00	-	\$2,211.00
Electricity	\$4,002.82	-	\$4,002.82
Fire Brigade Callout	\$1,268.30	-	\$1,268.30
Fire Equipment Contract	\$5,388.59	-	\$5,388.59
Fire Equipment Repairs & Maintenance	\$2,693.90	-	\$2,693.90
Gas	\$16,469.37	-	\$16,469.37
Gate Repairs & Maintenance	\$12,639.00	\$2,310.00	\$14,949.00
General Repairs & Maintenance	\$1,980.91	-	\$1,980.91
Gutter Cleaning	\$352.00	-	\$352.00
Honorarium	\$727.45	-	\$727.45
Hot Water Service Repairs & Maintenance	\$3,335.53	-	\$3,335.53
Income Tax Payment / Refund	\$178.35	-	\$178.35
Insurance Premium	\$22,028.95	-	\$22,028.95
Lift Phone	\$140.54	-	\$140.54
Lift Repairs & Maintenance	\$207.25	-	\$207.25
Lift Service Contract	\$8,041.57	-	\$8,041.57



Summary Financial Statement

Version: 03.10.01

Date Printed 08/10/2025

Community Corporation 41847 Inc.

Address: 12-14 Tapley Street Adelaide, South Australia 5000

ABN: 96870057933

Page 2

STRATA DATA

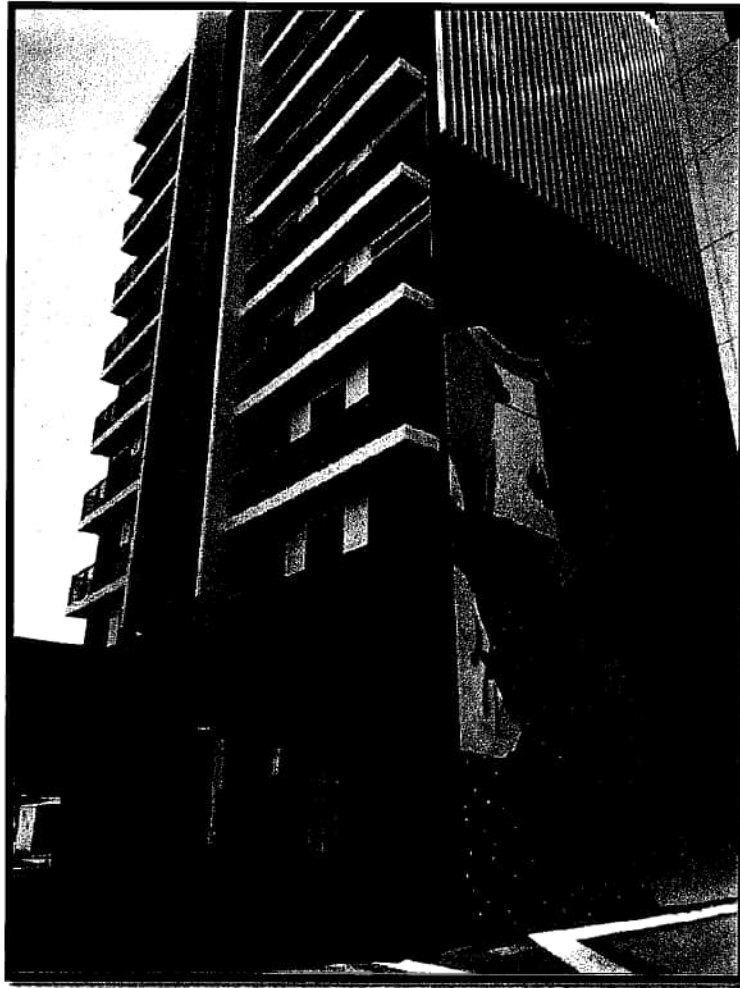
Meeting Fees	\$669.75	-	\$669.75
Miscellaneous Expenses	\$306.26	-	\$306.26
Plumbing Repairs & Maintenance	\$4,502.17	\$1,776.06	\$6,278.23
Public Officer	\$134.00	-	\$134.00
Signs	\$726.35	-	\$726.35
Tax Return	\$436.00	-	\$436.00
Telephone & Line Rental	\$1,597.68	-	\$1,597.68
Transfer Between Funds	(\$20,440.00)	\$20,440.00	-
Water Charges	\$636.77	-	\$636.77
WHS Compliance	\$135.00	-	\$135.00
Window Cleaning	\$2,706.00	-	\$2,706.00
TOTAL OUTGOINGS	\$117,594.59	\$24,526.06	\$142,120.65

SUMMARY

OPENING BALANCE AS AT 04/10/2024	\$14,529.24	\$23,639.16	\$38,168.40
TOTAL INCOME	\$127,778.10	\$6,141.87	\$133,919.97
TOTAL OUTGOINGS	\$117,594.59	\$24,526.06	\$142,120.65
CLOSING BALANCE AS AT 03/10/2025	\$24,712.75	\$5,254.97	\$29,967.72
NET SURPLUS	\$10,183.51	(\$18,384.19)	(\$8,200.68)

Sinking Fund Forecast Report

12 - 14 Tapley Street
12-14 Tapley Street, Adelaide, SA 5000
Scheme Number: TBA



COMPILED BY SIMON VINCENT

**On 5 February 2020 for the
15 Years Commencing: 1 August 2019
QIA Job Reference Number: 148796**

Professional Indemnity Insurance Policy Number 96 0968886 PLP
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12 - 14 Tapley Street

5 February 2020

REPORT TABLE OF CONTENTS

INTRODUCTION	- 3 -
LOCATION	- 3 -
REPORT SUMMARY	- 3 -
METHODOLOGY	- 4 -
SINKING FUND FINANCIAL SUMMARY	- 6 -
SINKING FUND FORECAST MOVEMENT	- 7 -
SUMMARY OF ANNUAL FORECAST EXPENDITURE	- 8 -
ITEMISED EXPENDITURE BY YEAR	- 16 -
ITEMISED ACCRUALS BY YEAR	- 19 -
REPORT INFORMATION	- 22 -
AREAS NOT INSPECTED	- 22 -

12 - 14 Tapley Street

5 February 2020

INTRODUCTION

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long term costs, with essentially only an adjustment for inflation being required.

LOCATION

12-14 Tapley Street, Adelaide, SA 5000

REPORT SUMMARY

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long term costs, with essentially only an adjustment for inflation being required.

We recommend that the Sinking Fund Report be regularly updated to ensure that an accurate assessment of how the scheme land, building and facilities are aging and to incorporate into the Report any major changes brought about by legislation, or pricing.

The Sinking Fund Levy per lot entitlement already set is:	\$0.45
Number of Lot Entitlements:	10000
Opening Balance:	\$1,500.00
The proposed Sinking Fund Levy per lot entitlement is:	\$5.30

METHODOLOGY

The nominal forecast period of this report is 15 years and the costs anticipated during each of the years are detailed line by line on a yearly basis. The nominal time frame of the Report is to a large extent driven by the fact that many elements in a building's structure have a life beyond 15 years. Therefore an amount has been taken up for each item that would require replacement or substantial repair outside of the 15 year forecast period to account for these anticipated expenses. The basis for the accrual of these funds is that Owners use or consume the common property during their period of ownership and so are responsible for funding their eventual replacement. The manner in which the land, buildings and facilities actually age cannot be accurately determined without regular inspections which take into account the size, location and use of the scheme.

The report will generally categorise costs as follows:

1. Costs that occur in a predictable timeframe, in one tranche or as one project and within the 15 years forecast – a typical example of this kind of cost may be external painting or external door replacement. These items are generally described as straight costs e.g. repaint building or replace door.
2. Costs that occur in a predictable timeframe, in several tranches within the 15 years forecast – a typical example of this kind of cost may be boundary fence replacement, light fitting replacements or tree removal/lopping. These costs are generally described as an ongoing or partial replacement or provision cost.
3. Costs that occur in a predictable timeframe in one tranche or multiple tranches but will be outside the 15 years forecast – a typical example of this would be driveway resurfacing, gutter or downpipe replacements. These costs will only appear as annual accruals in the **Itemised Accruals by Year** section of the report.
4. Costs that are not predictable and may occur in one tranche or multiple tranches – a typical example of this cost is a burst water pipe. These costs are generally shown in the report as a repairs and replacement cost or an allowance.

The levy income has been determined by forecasting the expenditure requirement to replace or renew assets or finishes that have an effective life and making an allowance for items that do not have a finite lifespan. The levy income is initially increased each year by a variable inflationary factor to smooth the effects of major cost fluctuations given the initial fund balance and income.

No allowance has been made for interest receivable on the Sinking Fund Account, possible bank charges or tax obligations arising from bank interest.

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 3.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

12 - 14 Tapley Street

5 February 2020

The effective life for each item identified is based on its material effective life, therefore no consideration has been made for the economic life of plant, equipment, finishes or upgrades.

We have included a line item called Capital Replacement – General which is a yearly provision for unforeseen and/or unknown capital costs and expenses. This provision will allow Owners to expend funds on items which are not specifically allowed for, without the need to call an Extraordinary General Meeting to raise a special levy to pay for those otherwise unspecified items.

If the amounts provided for are not expended in any one year they will be accumulated to meet expenditures in future years although it has been our experience that some form of capital expenditure occurs every year and not all of it is accounted for via the specific line items in our report.

No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

This report assumes that all plant and equipment will be maintained under comprehensive maintenance agreements. Expenditure incurred for maintenance agreements is taken to be covered within the Administrative Fund Budget.

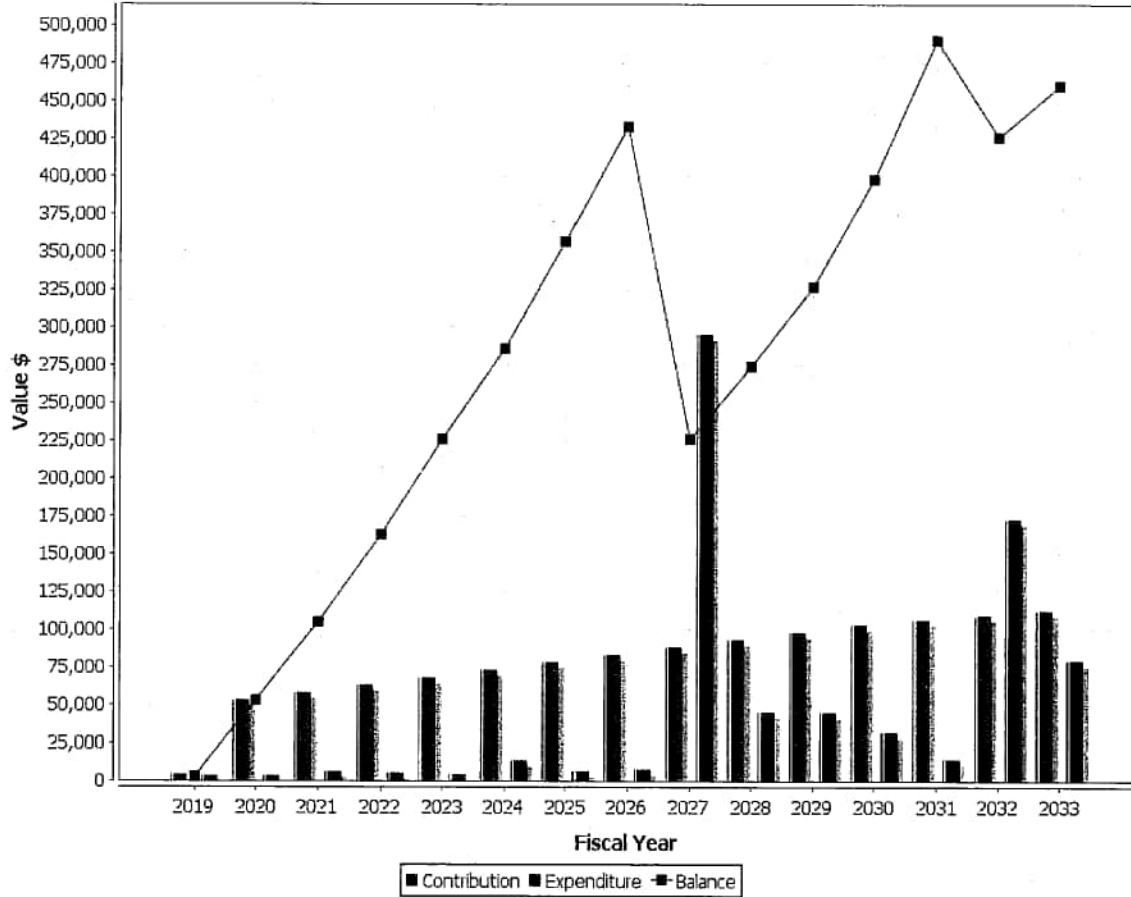
12 - 14 Tapley Street

5 February 2020

SINKING FUND FINANCIAL SUMMARY

Report Year	Fiscal From	Opening Balance		Income		Expenses		Closing Balance
		Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)		
1	01/08/2019	\$1,500	\$4,500	\$0.45	\$3,100	\$2,900		
2	01/08/2020	\$2,900	\$53,007	\$5.30	\$3,193	\$52,714		
3	01/08/2021	\$52,714	\$58,014	\$5.80	\$6,053	\$104,675		
4	01/08/2022	\$104,675	\$63,021	\$6.30	\$5,244	\$162,452		
5	01/08/2023	\$162,452	\$68,028	\$6.80	\$4,318	\$226,162		
6	01/08/2024	\$226,162	\$73,035	\$7.30	\$13,510	\$285,686		
7	01/08/2025	\$285,686	\$78,042	\$7.80	\$6,502	\$357,227		
8	01/08/2026	\$357,227	\$83,049	\$8.30	\$7,589	\$432,687		
9	01/08/2027	\$432,687	\$88,056	\$8.81	\$295,197	\$225,546		
10	01/08/2028	\$225,546	\$93,063	\$9.31	\$45,289	\$273,320		
11	01/08/2029	\$273,320	\$98,070	\$9.81	\$44,836	\$326,554		
12	01/08/2030	\$326,554	\$103,077	\$10.31	\$31,878	\$397,753		
13	01/08/2031	\$397,753	\$106,169	\$10.62	\$14,112	\$489,810		
14	01/08/2032	\$489,810	\$109,354	\$10.94	\$172,942	\$426,222		
15	01/08/2033	\$426,222	\$112,635	\$11.26	\$79,443	\$459,414		

SINKING FUND FORECAST MOVEMENT



12 - 14 Tapley Street

5 February 2020

SUMMARY OF ANNUAL FORECAST EXPENDITURE

August 2019	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$3,100
<u>Total Forecast Expenditure for year - August 2019 (Inc GST):</u>	<u>\$3,100</u>
Includes GST amount of :	\$282
August 2020	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$3,193
<u>Total Forecast Expenditure for year - August 2020 (Inc GST):</u>	<u>\$3,193</u>
Includes GST amount of :	\$290
August 2021	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$3,289
FURNITURE & FITTINGS	
- Provision to upgrade swipe/card readers	\$901
FIRE PROTECTION SYSTEMS	
- Install/replace sensors/exit signage/emergency lighting 10% of total	\$1,863
<u>Total Forecast Expenditure for year - August 2021 (Inc GST):</u>	<u>\$6,053</u>
Includes GST amount of :	\$550
August 2022	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$3,387

12 - 14 Tapley Street

5 February 2020

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$1,857
--	---------

<u>Total Forecast Expenditure for year - August 2022 (Inc GST):</u>	<u>\$5,244</u>
---	----------------

Includes GST amount of :	\$477
--------------------------	-------

August 2023

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$3,489
---------------------------------	---------

TOILET

- Replace hand dryer in 5 years	\$829
---------------------------------	-------

<u>Total Forecast Expenditure for year - August 2023 (Inc GST):</u>	<u>\$4,318</u>
---	----------------

Includes GST amount of :	\$393
--------------------------	-------

August 2024

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$3,594
---------------------------------	---------

FURNITURE & FITTINGS

- Provision to upgrade security cameras & associated equipment	\$7,881
--	---------

FIRE PROTECTION SYSTEMS

- Install/replace sensors/exit signage/emergency lighting 10% of total	\$2,036
---	---------

<u>Total Forecast Expenditure for year - August 2024 (Inc GST):</u>	<u>\$13,510</u>
---	-----------------

Includes GST amount of :	\$1,228
--------------------------	---------

August 2025

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$3,701
---------------------------------	---------

12 - 14 Tapley Street

5 February 2020

BASEMENT

- Replace garage door motor in 7 years	\$1,786
--	---------

FURNITURE & FITTINGS

- Provision to upgrade swipe/card readers	\$1,015
---	---------

<u>Total Forecast Expenditure for year - August 2025 (Inc GST):</u>	<u>\$6,502</u>
---	----------------

Includes GST amount of :	\$591
--------------------------	-------

August 2026

Expense
Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade fixings	\$1,254
---	---------

- Capital Replacement - General	\$3,812
---------------------------------	---------

ENTRY FOYER/LOBBIES

- Maintain tiles 5% of total	\$975
------------------------------	-------

RECREATION AREA

- Maintain tiles 10% of total	\$1,547
-------------------------------	---------

<u>Total Forecast Expenditure for year - August 2026 (Inc GST):</u>	<u>\$7,589</u>
---	----------------

Includes GST amount of :	\$690
--------------------------	-------

August 2027

Expense
Inc GST

SUPERSTRUCTURE

- Repaint building	\$86,115
--------------------	----------

- Repaint balcony ceilings	\$28,705
----------------------------	----------

- Scaffold/access equip allowance	\$115,251
-----------------------------------	-----------

- Capital Replacement - General	\$3,927
---------------------------------	---------

ENTRY FOYER/LOBBIES

- Repaint walls	\$22,390
-----------------	----------

- Repaint ceiling	\$8,037
-------------------	---------

- Repaint door face	\$3,445
---------------------	---------

12 - 14 Tapley Street

5 February 2020

FURNITURE & FITTINGS

- Provision to replace door closers	\$2,210
-------------------------------------	---------

TOILET

- Maintain fixtures/fittings	\$502
------------------------------	-------

- Repaint walls/ceiling	\$1,435
-------------------------	---------

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$2,153
--	---------

- Install/replace sensors/exit signage/emergency lighting 10% of total	\$2,225
---	---------

- Replace pressure vessel	\$1,435
---------------------------	---------

ROOF

- Provision to replace exhaust fans	\$10,764
-------------------------------------	----------

STAIRWELL

- Repaint door face	\$2,296
---------------------	---------

RECREATION AREA

- Repaint walls/ceiling	\$4,306
-------------------------	---------

<u>Total Forecast Expenditure for year - August 2027 (Inc GST):</u>	<u>\$295,197</u>
---	------------------

Includes GST amount of :	\$26,836
--------------------------	----------

August 2028	Expense
	Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade fixings	\$1,330
---	---------

- Capital Replacement - General	\$4,045
---------------------------------	---------

ROOF

- Maintain metal roof fixings/flashings	\$7,392
---	---------

PLANT & EQUIPMENT

- Replace instant hot water heater units & pump	\$10,348
---	----------

12 - 14 Tapley Street	5 February 2020
- Replace townwater pumps, pressure vessel & control panel	\$22,175
<u>Total Forecast Expenditure for year - August 2028 (Inc GST):</u>	<u>\$45,289</u>
Includes GST amount of :	\$4,117
August 2029	Expense Inc GST
SUPERSTRUCTURE	
- Provision for partial balcony membrane replacement 20% of total	\$28,169
- Capital Replacement - General	\$4,166
ENTRY FOYER/LOBBIES	
- Maintain tiles 5% of total	\$1,066
FURNITURE & FITTINGS	
- Provision to upgrade swipe/card readers	\$1,142
TOILET	
- Replace hand dryer in 5 years	\$990
RECREATION AREA	
- Maintain tiles 10% of total	\$1,690
- Replace furniture in 11 years	\$7,613
<u>Total Forecast Expenditure for year - August 2029 (Inc GST):</u>	<u>\$44,836</u>
Includes GST amount of :	\$4,076
August 2030	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace balustrade fixings	\$1,412
- Capital Replacement - General	\$4,291
EXTERNAL WORKS	
- Maintain common pipework	\$4,235

12 - 14 Tapley Street

5 February 2020

FURNITURE & FITTINGS

- Provision to upgrade intercom systems & associated equipment	\$18,506
--	----------

FIRE PROTECTION SYSTEMS

- Install/replace sensors/exit signage/emergency lighting 10% of total	\$2,431
---	---------

STAIRWELL

- Provision for ongoing replacement of step edges	\$1,004
---	---------

<u>Total Forecast Expenditure for year - August 2030 (Inc GST):</u>	<u>\$31,878</u>
---	-----------------

Includes GST amount of :	\$2,898
--------------------------	---------

August 2031	Expense Inc GST
--------------------	--------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$4,420
---------------------------------	---------

FURNITURE & FITTINGS

- Provision to upgrade security cameras & associated equipment	\$9,692
--	---------

<u>Total Forecast Expenditure for year - August 2031 (Inc GST):</u>	<u>\$14,112</u>
---	-----------------

Includes GST amount of :	\$1,283
--------------------------	---------

August 2032	Expense Inc GST
--------------------	--------------------

SUPERSTRUCTURE

- Provision to replace balustrade fixings	\$1,497
---	---------

- Provision for partial balcony membrane replacement 20% of total	\$30,781
--	----------

- Capital Replacement - General	\$4,552
---------------------------------	---------

BASEMENT

- Maintain/repair main garage door running gear	\$1,331
---	---------

12 - 14 Tapley Street

5 February 2020

ENTRY FOYER/LOBBIES

- Maintain tiles 5% of total	\$1,165
------------------------------	---------

TOILET

- Maintain tiles	\$874
------------------	-------

FIRE PROTECTION SYSTEMS

- Overhaul hydrant/sprinkler booster pumps and controllers	\$19,966
--	----------

- Provision to upgrade Fire Panel & associated detection equipment	\$51,579
--	----------

- Provision to replace fire hose reel	\$416
---------------------------------------	-------

- Provision to replace portable fire extinguishers	\$2,496
--	---------

- Replace jacking pump in 14 years	\$3,328
------------------------------------	---------

- Provision for replacement of fire tank bladder	\$12,113
--	----------

STAIRWELL

- Repaint ceiling	\$4,992
-------------------	---------

- Provision for ongoing replacement of step edges	\$1,065
---	---------

PLANT & EQUIPMENT

- Replace hot water system tank & controller	\$21,630
--	----------

RECREATION AREA

- Maintain tiles 10% of total	\$1,847
-------------------------------	---------

- Replace rangehood in 14 years	\$6,655
---------------------------------	---------

- Replace BBQ in 14 years	\$6,655
---------------------------	---------

<u>Total Forecast Expenditure for year - August 2032 (Inc GST):</u>	\$172,942
--	------------------

Includes GST amount of :	\$15,722
--------------------------	----------

August 2033

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$4,689
---------------------------------	---------

12 - 14 Tapley Street

5 February 2020

BASEMENT

- | | |
|---|----------|
| - Replace garage door motor in 7 years | \$2,262 |
| - Provision for carstacker control panel & associated equipment upgrade | \$34,275 |

FURNITURE & FITTINGS

- | | |
|---|---------|
| - Provision to upgrade swipe/card readers | \$1,285 |
|---|---------|

FIRE PROTECTION SYSTEMS

- | | |
|---|---------|
| - Install/replace sensors/exit signage/emergency lighting
10% of total | \$2,656 |
|---|---------|

ROOF

- | | |
|---|---------|
| - Maintain metal roof fixings/flashings | \$8,569 |
|---|---------|

PLANT & EQUIPMENT

- | | |
|---|----------|
| - Replace solar panels incl micro inverters | \$25,706 |
|---|----------|

<u>Total Forecast Expenditure for year - August 2033 (Inc GST):</u>	<u>\$79,443</u>
---	-----------------

Includes GST amount of :	\$7,222
--------------------------	---------

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
SUPERSTRUCTURE																		
- Repaint building	\$60,000	2027	10								86115							
- Repaint balcony ceilings	\$20,000	2027	10								28705							
- Scaffold/access equip allowance	\$80,300	2027	10								115251							
- Provision to replace balustrade fixings	\$900	2026	2								1254		1330				1412	1497
- Provision for partial balcony membrane replacement 20% of total	\$18,500	2029	3											28169			30781	
- Capital Replacement - General	\$2,736	2019	0	3100	3193	3289	3387	3489	3594	3701	3812	3927	4045	4166	4291	4420	4552	4689
BASEMENT																		
- Maintain/repair main garage door running gear	\$800	2032	15														1331	
- Replace garage door motor in 7 years	\$1,320	2025	8							1786								2262
- Provision for carstacker control panel & associated equipment upgrade	\$20,000	2033	16															34275
ENTRY FOYER/LOBBIES																		
- Repaint walls	\$15,600	2027	10									22390						
- Repaint ceiling	\$5,600	2027	10									8037						
- Maintain tiles 5% of total	\$700	2026	3								975			1066			1165	
- Repaint door face	\$2,400	2027	10									3445						
EXTERNAL WORKS																		
- Maintain common pipework	\$2,700	2030	6												4235			
FURNITURE & FITTINGS																		
- Provision to upgrade swipe/card readers	\$750	2021	4			901				1015				1142				1285
- Provision to upgrade security cameras & associated equipment	\$6,000	2024	7						7881							9692		

12 - 14 Tapley Street

5 February 2020

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
- Provision to upgrade intercom systems & associated equipment	\$11,800	2030	13												18506			
- Provision to replace door closers	\$1,540	2027	10									2210						
TOILET																		
- Maintain fixtures/fittings	\$350	2027	10									502						
- Repaint walls/ceiling	\$1,000	2027	10									1435						
- Maintain tiles	\$525	2032	15														874	
- Replace hand dryer in 5 years	\$650	2023	6					829						990				
FIRE PROTECTION SYSTEMS																		
- Overhaul hydrant/sprinkler booster pumps and controllers	\$12,000	2032	15														19966	
- Provision to upgrade Fire Panel & associated detection equipment	\$31,000	2032	15														51579	
- Provision to replace fire hose reel	\$250	2032	15														416	
- Provision to replace portable fire extinguishers	\$1,500	2022	5				1857					2153					2496	
- Install/replace sensors/exit signage/emergency lighting 10% of total	\$1,550	2021	3			1863			2036			2225			2431			2656
- Replace jacking pump in 14 years	\$2,000	2032	15														3328	
- Replace pressure vessel	\$1,000	2027	10									1435						
- Provision for replacement of fire tank bladder	\$7,280	2032	15														12113	
ROOF																		
- Maintain metal roof fixings/flashings	\$5,000	2028	5														7392	8569
- Provision to replace exhaust fans	\$7,500	2027	10									10764						
STAIRWELL																		
- Repaint ceiling	\$3,000	2032	15															4992
- Repaint door face	\$1,600	2027	10									2296						
- Provision for ongoing replacement of step edges	\$640	2030	2												1004			1065

12 - 14 Tapley Street

5 February 2020

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
PLANT & EQUIPMENT																		
- Replace hot water system tank & controller	\$13,000	2032	15														21630	
- Replace instant hot water heater units & pump	\$7,000	2028	11					10348										
- Replace town water pumps, pressure vessel & control panel	\$15,000	2028	11					22175										
- Replace solar panels incl micro inverters	\$15,000	2033	16															25706
RECREATION AREA																		
- Repaint walls/ceiling	\$3,000	2027	10									4306						
- Maintain tiles 10% of total	\$1,110	2026	3								1547			1690				1847
- Replace furniture in 11 years	\$5,000	2029	12											7613				
- Replace rangehood in 14 years	\$4,000	2032	15															6655
- Replace BBQ in 14 years	\$4,000	2032	15															6655
Total Includes GST amount of				3100	3193	6053	5244	4318	13510	6502	7589	295197	45289	44836	31878	14112	172942	79443
				282	290	550	477	393	1228	591	690	26836	4117	4076	2898	1283	15722	7222

12 - 14 Tapley Street

5 February 2020

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
SUPERSTRUCTURE																		
- Repaint building	\$60,000	2027	10	8477	17208	26200	35463	45004	54830	64952	75377	86115	10095	20493	31203	42235	53597	65300
- Repaint balcony ceilings	\$20,000	2027	10	2826	5736	8733	11821	15001	18277	21651	25126	28705	3365	6831	10401	14078	17866	21767
- Scaffold/access equip allowance	\$80,300	2027	10	11345	23030	35065	47462	60230	73382	86928	100880	115251	13511	27427	41761	56524	71731	87394
- Provision to replace balustrade fixings	\$900	2026	2	141	286	436	590	749	912	1081	1254	655	1330	696	1412	737	1497	782
- Provision for partial balcony membrane replacement 20% of total	\$18,500	2029	3	2199	4465	6798	9201	11677	14226	16853	19557	22344	25213	28169	9959	20216	30781	10882
- Capital Replacement - General	\$2,736	2019	0	3100	3193	3289	3387	3489	3594	3701	3812	3927	4045	4166	4291	4420	4552	4689
BASEMENT																		
- Replace garage door in 29 years	\$4,200	2047	30	241	489	744	1007	1278	1557	1845	2141	2446	2760	3084	3417	3760	4114	4478
- Maintain/repair main garage door running	\$800	2032	15	78	158	241	326	414	504	597	693	791	893	998	1106	1217	1331	111
- Replace garage door motor in 7 years	\$1,320	2025	8	233	473	720	975	1237	1508	1786	254	516	786	1064	1351	1645	1949	2262
- Provision for carstacker control panel & associated equipment upgrade	\$20,000	2033	16	1843	3741	5696	7710	9784	11920	14121	16387	18722	21126	23603	26154	28781	31488	34275
ENTRY FOYER/LOBBIES																		
- Repaint walls	\$15,600	2027	10	2204	4474	6812	9220	11701	14256	16888	19598	22390	2625	5328	8113	10981	13935	16978
- Repaint ceiling	\$5,600	2027	10	791	1606	2445	3310	4200	5117	6062	7035	8037	942	1913	2912	3942	5002	6094
- Maintain tiles 5% of total	\$700	2026	3	110	223	339	459	582	709	840	975	345	700	1066	377	765	1165	412
- Repaint door face	\$2,400	2027	10	339	688	1048	1419	1800	2193	2598	3015	3445	404	820	1248	1689	2144	2612
EXTERNAL WORKS																		
- Maintain common pipework	\$2,700	2030	6	298	606	922	1248	1584	1930	2287	2654	3032	3421	3822	4235	782	1587	2416
FURNITURE & FITTINGS																		
- Replace mail boxes in 24 years	\$4,960	2042	25	322	654	996	1348	1710	2084	2468	2865	3273	3693	4126	4572	5031	5504	5991
- Provision to upgrade swipe/card readers	\$750	2021	4	292	592	901	243	493	750	1015	273	554	844	1142	307	624	949	1285
- Provision to upgrade security cameras & associated equipment	\$6,000	2024	7	1218	2473	3766	5097	6469	7881	1265	2568	3910	5292	6715	8182	9692	1556	3158

12 - 14 Tapley Street

5 February 2020

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
- Provision to upgrade intercom systems & associated equipment	\$11,800	2030	13	1304	2647	4030	5455	6923	8435	9992	11595	13247	14949	16701	18506	1740	3532	5378
- Provision to replace door closers	\$1,540	2027	10	218	442	672	910	1155	1407	1667	1934	2210	259	526	801	1084	1375	1676
TOILET																		
- Maintain fixtures/fittings	\$350	2027	10	49	100	153	207	262	320	379	439	502	59	119	182	246	312	380
- Repaint walls/ceiling	\$1,000	2027	10	141	287	437	591	750	914	1082	1256	1435	168	341	520	704	893	1088
- Maintain tiles	\$525	2032	15	51	104	158	214	272	331	392	455	520	586	655	726	799	874	73
- Replace hand dryer in 5 years	\$650	2023	6	156	317	483	653	829	1006	1181	1361	1546	1736	1931	2131	2336	2546	2761
FIRE PROTECTION SYSTEMS																		
- Overhaul hydrant/sprinkler booster pumps and controllers	\$12,000	2032	15	1169	2372	3612	4889	6204	7559	8954	10391	11871	13396	14966	16584	18250	19966	1672
- Provision to upgrade Fire Panel & associated detection equipment	\$31,000	2032	15	3019	6128	9331	12629	16027	19526	23131	26844	30668	34606	38663	42842	47146	51579	4321
- Provision to replace fire hose reel	\$250	2032	15	24	49	75	102	129	157	187	217	247	279	312	346	380	416	35
- Provision to replace portable fire	\$1,500	2022	5	444	901	1372	1857	406	823	1253	1697	2153	470	954	1453	1967	2496	545
- Provision to replace fire hydrant valves	\$1,000	2035	18	84	170	258	350	444	540	640	743	849	958	1070	1186	1305	1427	1554
- Install/replace sensors/exit signage/emergency lighting 10% of total	\$1,550	2021	3	603	1224	1863	2517	3180	3843	4506	5169	5832	6495	7158	7821	8484	9147	2656
- Replace jacking pump in 14 years	\$2,000	2032	15	195	395	602	815	1034	1260	1492	1732	1979	2233	2495	2764	3042	3328	279
- Replace pressure vessel	\$1,000	2027	10	141	287	437	591	750	914	1082	1256	1435	168	341	520	704	893	1088
- Provision for replacement of fire tank bladder	\$7,280	2032	15	709	1439	2191	2966	3764	4586	5432	6304	7202	8127	9080	10061	11072	12113	1015
ROOF																		
- Replace guttering in 29 years	\$3,120	2047	30	179	363	553	748	949	1157	1370	1590	1817	2050	2291	2538	2793	3056	3326
- Maintain metal roof fixings/flashings	\$5,000	2028	5	645	1309	1993	2698	3423	4171	4941	5734	6551	7392	8259	9162	10101	11116	8569
- Provision to replace exhaust fans	\$7,500	2027	10	1060	2151	3275	4433	5625	6854	8119	9422	10764	1262	2561	3900	5279	6699	8162
STAIRWELL																		
- Repaint ceiling	\$3,000	2032	15	292	593	903	1222	1551	1890	2239	2598	2968	3349	3742	4146	4563	4992	418
- Repaint door face	\$1,600	2027	10	226	459	699	946	1200	1462	1732	2010	2296	269	546	832	1126	1429	1741
- Provision for ongoing replacement of step	\$640	2030	2	71	144	219	296	376	458	542	629	719	811	906	1004	525	1065	556

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
PLANT & EQUIPMENT																		
- Refurbish lift interior in 16 years	\$10,000	2034	17	876	1778	2707	3664	4649	5664	6710	7787	8896	10039	11216	12428	13676	14962	16287
- Mechanical upgrade of lift in 24 years	\$120,000	2042	25	7794	15822	24091	32608	41381	50416	59723	69309	79182	89352	99827	110616	121729	133175	144964
- Replace hot water system tank & controller	\$13,000	2032	15	1266	2570	3913	5296	6721	8189	9700	11257	12861	14512	16214	17966	19771	21630	1812
- Replace instant hot water heater units &	\$7,000	2028	11	903	1832	2790	3776	4792	5839	6917	8027	9170	10348	1118	2270	3457	4679	5938
- Replace townwater pumps, pressure vessel & control panel	\$15,000	2028	11	1934	3927	5979	8093	10270	12512	14822	17201	19651	22175	2397	4865	7408	10026	12724
- Replace solar panels incl micro inverters	\$15,000	2033	16	1382	2806	4272	5782	7338	8940	10590	12290	14041	15844	17702	19615	21586	23615	25706
RECREATION AREA																		
- Repaint walls/ceiling	\$3,000	2027	10	424	860	1310	1773	2250	2742	3248	3769	4306	505	1025	1560	2112	2680	3265
- Maintain tiles 10% of total	\$1,110	2026	3	174	353	538	728	924	1125	1333	1547	547	1110	1690	598	1213	1847	653
- Replace furniture in 11 years	\$5,000	2029	12	594	1207	1837	2487	3156	3845	4555	5286	6039	6814	7613	765	1553	2364	3200
- Replace rangehood in 14 years	\$4,000	2032	15	389	791	1204	1629	2068	2519	2984	3464	3957	4465	4989	5528	6083	6655	557
- Replace BBQ in 14 years	\$4,000	2032	15	389	791	1204	1629	2068	2519	2984	3464	3957	4465	4989	5528	6083	6655	557
TOTAL ACCRUALS				59862	121520	182259	245738	312111	371382	439659	509057	294167	328375	365877	425662	506622	431600	452403

* Bold blue items listed above are expense items that occur in that year.

REPORT INFORMATION

The values included in the report are for budgeting purposes and have been obtained from a number of sources including building cost information guides, painting contractors, plant and equipment suppliers, manufactures and installers and working knowledge of each buildings configuration at the time of inspection.

Every endeavour has been undertaken to accurately compile a budget for the repair, replacement or overhaul of the items identified in this report. However as there is no definitive scope of works for the repair, replacement or overhaul of the items contained in this report it is expected that if said items were put to tender, the quotations received would vary significantly dependent upon the timing and scope of works to that will be undertaken. For this reason it is recommended that several quotations are sourced as far in advance of any anticipated work as possible.

The estimated life of each item is determined at the time of the site inspection from a visual inspection, the age of the building (where this information is provided) and any other relevant information provided by the Owners at the time of inspection. The life cycles of each of the items will vary depending upon where the building is located, for example buildings near a salt environment tend to have a lesser life cycle and a higher maintenance requirement.

This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. We recommend that a periodic survey be carried out by qualified building contractors to assess the building condition, if required. The inspection of the common property of the scheme is a cursory visual inspection only limited to those areas of the common property that are fully accessible and visible to the inspector from floor or ground level at the time of inspection. The primary purpose of the inspection is to determine the materials used in the construction of the building that need to be maintained, estimate the quantities of same, identify the plant and equipment in the common areas of the building and make a recommendation as to the timing of the repairs and replacements identified for restorative purposes only. The inspection did not include breaking apart, dismantling, removing or moving any element of the building and items located on the common property.

The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report does not consider or make recommendations as to the condition of gas fittings and supply systems; heritage listing conditions or requirements; fire protection fittings and systems; HVAC fittings and systems site drainage; electrical or data systems or wiring, building plumbing systems including sewerage, potable and stormwater pipe work and fittings; security concerns; detection and identification of illegal building work; and the durability of exposed finishes.

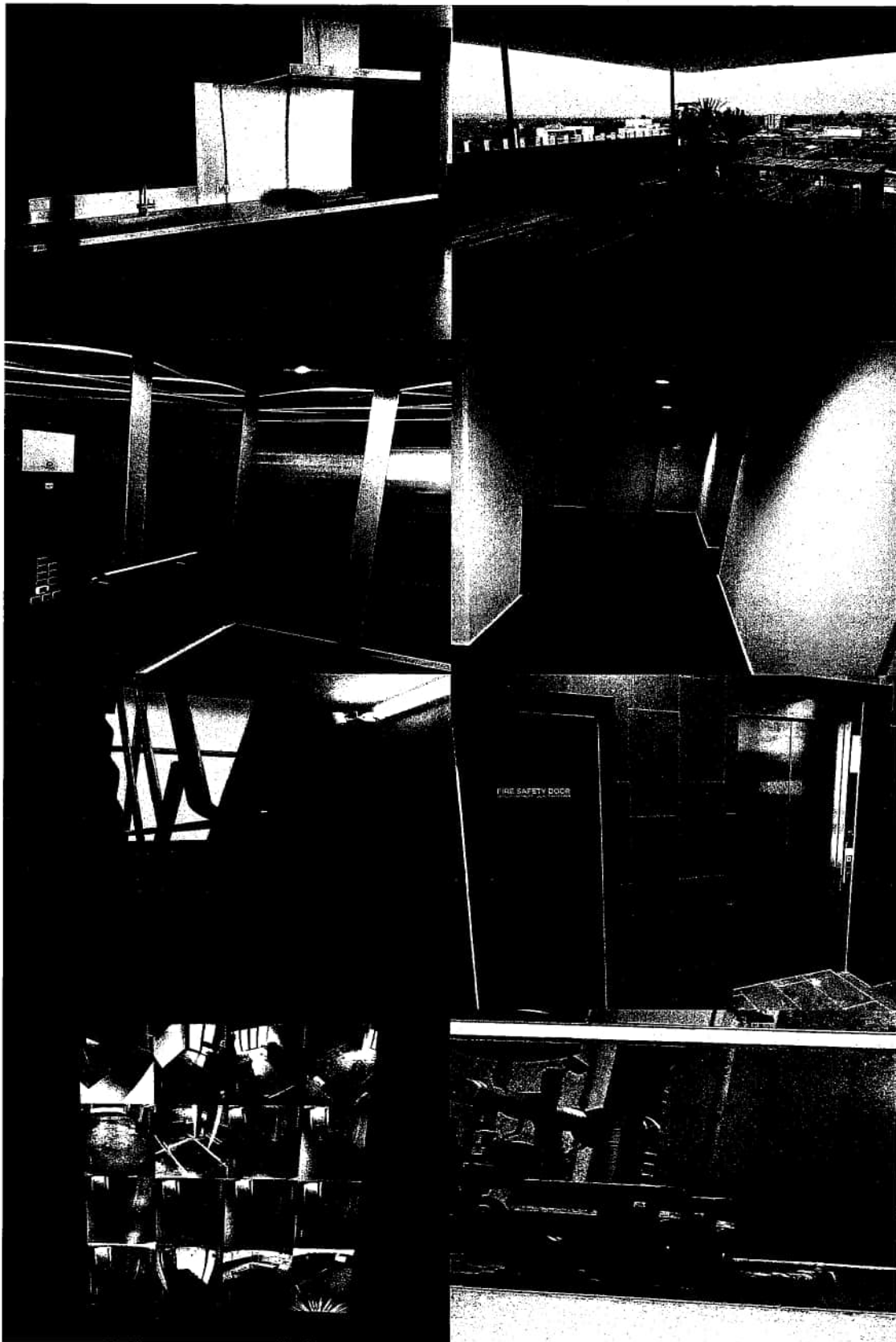
The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety report and no assessment was made as to the compliance or otherwise of any pool barrier or common property windows.

AREAS NOT INSPECTED

- Part or parts of the common property building interior that were not readily accessible
- Part or parts of the building exterior were not readily accessible
- Part or parts of the roof exterior that were not readily visible from ground or floor level or obstructed at the time of inspection because of exceeding height, vegetation or neighbouring buildings.
- Part or parts of the retaining walls, fencing were not readily accessible or inaccessible or obstructed at the time of inspection because of on alignment, vegetation.

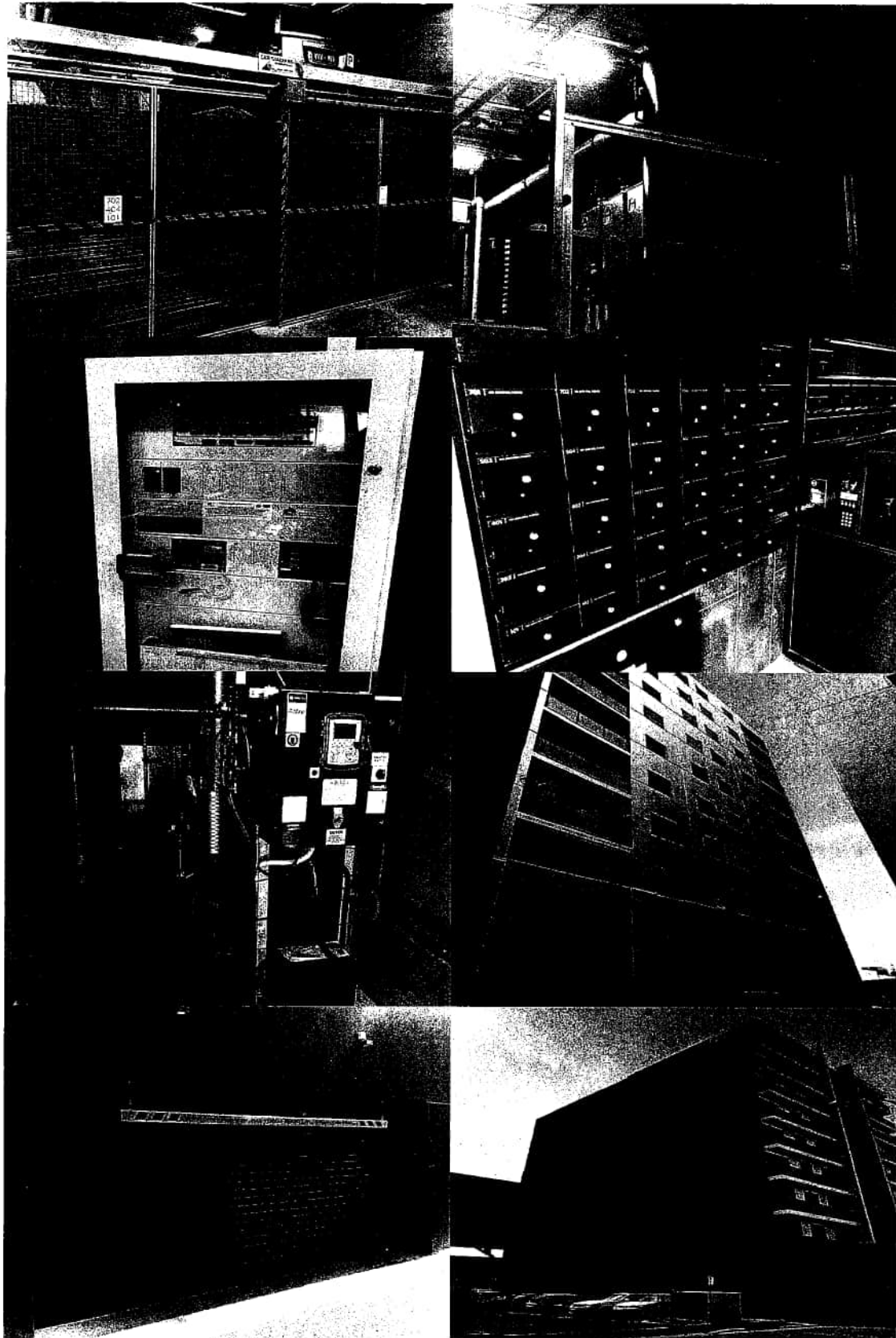
12 - 14 Tapley Street

5 February 2020



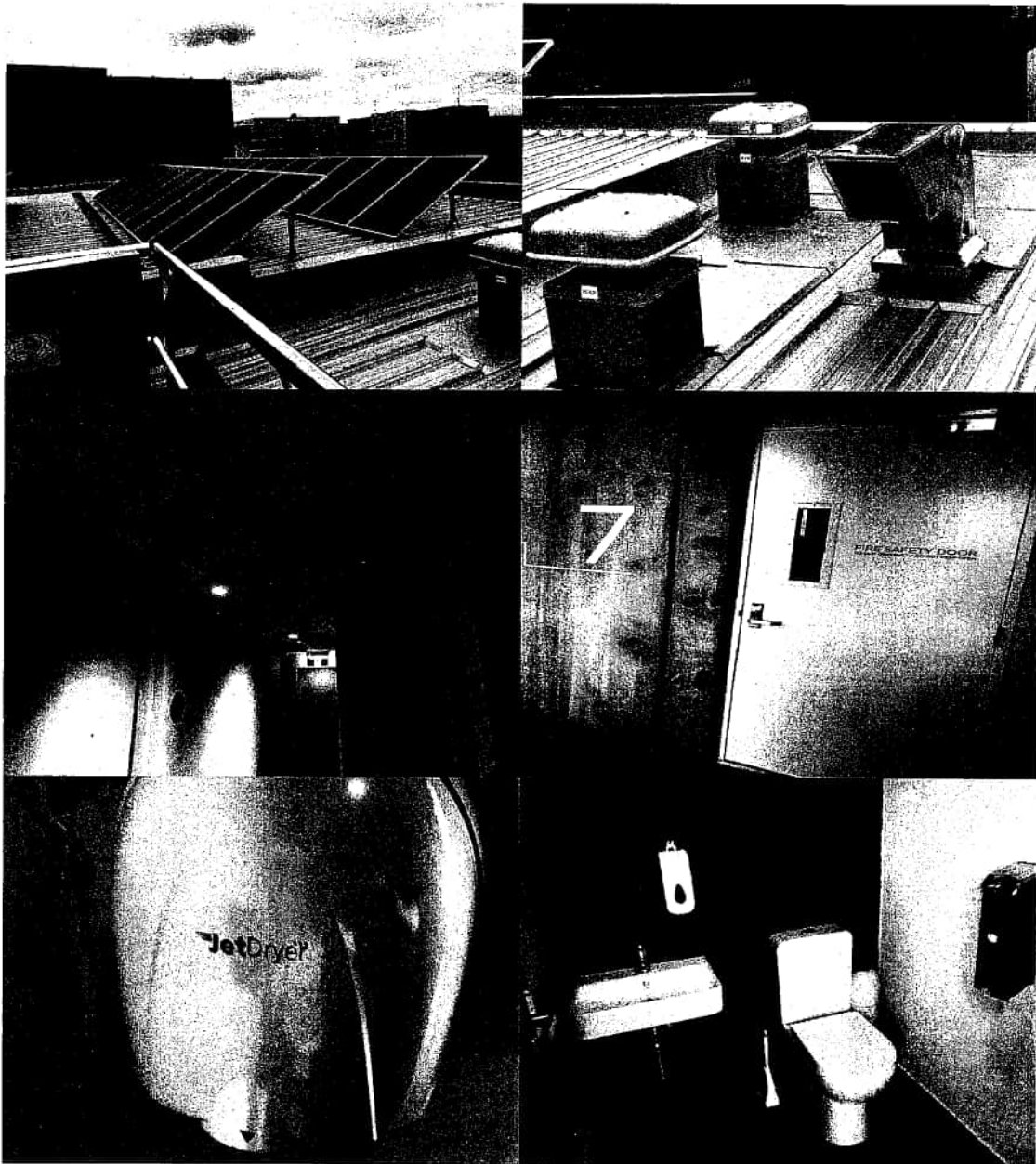
12 - 14 Tapley Street

5 February 2020



12 - 14 Tapley Street

5 February 2020



Notice to Conveyancer

Please note: This property has embedded or private meters installed and, based on private meter readings, on charges usage for:

Gas

Water

As such, in order to adjust the cost of these utilities, an allowance will need to be made at settlement by the conveyancer to allow for any adjustment that may be required once the next round of readings and billing occurs. The bills for these utilities will be sent to the new owner to arrange adjustments via their conveyancers.

RESOLUTIONS AFFECTING COMMUNITY CORPORATION 41847 INC

DISCLAIMER - Strata Data will not be held liable for any missing, incomplete or incorrect information provided prior to the commencement of our management: 07/12/2023

THE RELEVANT MINUTES should be consulted for the precise wording of resolutions.

DATE RESOLUTION

2019

Disbursements / Correspondence to Owners

The Body Corporate Manager advised the meeting that disbursement charges could be reduced if Owners elected to have notices distributed by email.

The Corporation resolved that Owners wherever possible and practical are to elect to have their correspondence and notices delivered by email. Election is required to be in writing to the Manager/Secretary.

Owners were advised that they are responsible for notification to the Body Corporate Manager of any changes to their contact details including their preferred email address, as failure to notify may result in overdue levies and initiate the arrears process.

Notices from The Corporation To Owners

The corporation agree to provide notices, as directed by a Lot holder, to a nominated person or organisation in addition to the notice provided to the Lot holders.

Community Directory

Owners authorized the Body Corporate Manager to provide the information concerning their personal particulars as contained in the Corporation Directory with other owners and Corporation Contractors.

Failure to Notify Change Of Contact Details

The Corporation authorise the Body Corporate Manager to conduct a search for owners who have failed to notify the Corporation of their change of contact details. It was further resolved that any cost incurred by the Corporation including but not limited to Management Agreement charges are to be recovered from the relevant owner(s).

Financial Charges

In the event that an owner's payment to the Body Corporate is reversed, that any bank fees and/or Body Corporate Managers fees be recovered from the relevant Lot owner.

Levy Arrears

The following policies and procedures be adopted for collection of overdue levies:

1. Interest on Overdue Levies

The Corporation will charge owners interest on all levies outstanding for in excess of 30 days. The rate is set at 15% per annum calculated daily.

2. Accounting Fees

Any cost incurred by the Corporation including but not limited to Management Agreement charges are to be recovered from the relevant Unit/Lot owner.

3. Any arrears exceeding 75 days

The Body Corporate Manager will contact the Presiding Officer, or another Office Bearer, and confirm directions regarding further action for debt recovery, including legal action.

4. Debt Collection

That the Body Corporate Manager is authorised to proceed on behalf of the Corporation with any necessary action, subject to item 3, including legal action, to recover all outstanding monies.

5. Costs

All related costs associated with the recovery of any outstanding monies will be recovered from the relevant Unit/Lot owner as a debt against the Unit/Lot.

Proposed Maintenance Policy

Motion tabled;

The Corporation adopt the following maintenance procedures to assist in expediting repairs;

- a) The Corporation authorise general repairs to proceed where costs are less than \$500 or; repairs are of an emergency and/or essential nature, and for an Office Bearer to be informed of any required actions.
- b) Unless alternate instructions are resolved at a general meeting of the Corporation;
 - The Corporation's preference is for 2 quotes for general repairs of \$500.00 to \$2,000.00, noting Office Bearers are authorised to engage a contractor when the first quote is presented.
 - The Corporation's preference is for 3 quotes for any general repairs exceeding \$2,000.00
- c) All quotes are to be made available to Office Bearers at the earliest opportunity for a decision, and where a General Meeting has approved for maintenance works to proceed;

The Manager is authorised to select the most suitable quote & arrange repairs, should instructions have not been received from an Office Bearer within a determined period of the General Meeting, or 30 days of quotes presented

PETS

Members were referred to the By-Law 14, which prohibits the keeping of pets on or around the apartments other than one small dog (not exceeding 25kg) or one cat. The by-law does not apply to persons requiring a guide dog.

2020

ADOPTION OF POLICIES

a. Affirmation of previous policies;

Motion tabled;

The policies of the Corporation for 'Disbursement Directions', 'Community Directory', 'Contact Details', 'Financial Charges', 'Levy Arrears', and 'Notices to Owners' are to continue without change.

2021 APPROVALS FOR PRESCRIBED WORKS

It was resolved by Special Resolution that the following installations and additions upon the Common Property and/or within unit subsidiaries be granted approval.

a. Electrical Charging

Community Corporation 41847 inc. approve by Special Resolution to install an embedded network with two sub boards (one to each car stacker) and to also allow owners, at their own expense, to install metered EV trickle charging points.

The Corporation kindly requests that the Management Committee obtain an embedded energy network proposal and a quotation for the installation of two sub boards.

All approved work must comply with any Local Government requirements, use quality materials and be installed in a professional manner. All future maintenance costs and any damage or injury which may occur as a result of the approved installation or addition is the responsibility of the relevant unit owner.

ADOPTION OF POLICIES**a. Review of Previous Policies;**

The Body Corporate Manager reviewed the previously adopted policies of the Corporation for 'Disbursement Directions', 'Community Directory', 'Contact Details', 'Financial Charges', 'Levy Arrears', 'Notices to Owners' and 'Maintenance Policy' and advised that these will continue without change.

22/08/2024 Honorarium

"That the Body Corporate agrees that Mr Michael Rosser, owner of lot 302, engages for the tasks carried at the Corporation as duly assigned below:

- Conduct regular checks of the property's common areas to ensure they are maintained in accordance with property standards.
- Report any identified issues and coordinate necessary actions in collaboration with Strata Data, including additional rubbish removal, as needed.
- Serve as the primary contact for new tenants, providing them with an induction of shared areas and outlining expectations for utilising these spaces. This will involve utilising a digital key box equipped with the capability to generate unique access codes for master and lift keys, facilitating efficient tracking of tenant movements and responsibilities.
- Help in identifying tenants or owners who are violating the by-laws to Strata Data, after which Strata Data will issue notifications and administer penalties in accordance with the Act and the specified procedure for imposing penalties.

That the Body Corporate has resolved to reimburse the owner up to a maximum of \$6,000.00 for the following expenses:

- Current Quarterly levies (Special levies and immediate levies not included)
- Council Rates (Once the receipt of payment is submitted)

- Shared Gas invoices

That the above agreement will be reviewed and placed on the agenda every year at the Annual General Meeting.”

Amended Resolution

It was resolved “That the Body Corporate agrees that Mr Michael Rosser, owner of lot 302, engages for the tasks carried at the Corporation as duly assigned below:

- Conduct regular checks of the property's common areas to ensure they are maintained in accordance with property standards.
- Report any identified issues and coordinate necessary actions in collaboration with Strata Data, including additional rubbish removal, as needed.
- Serve as the primary contact for new tenants, providing them with an induction of shared areas and outlining expectations for utilising these spaces. This will involve utilising a digital key box equipped with the capability to generate unique access codes for master and lift keys, facilitating efficient tracking of tenant movements and responsibilities.
- Help in identifying tenants or owners who are violating the by-laws to Strata Data, after which Strata Data will issue notifications and administer penalties in accordance with the Act and the specified procedure for imposing penalties.

That the Body Corporate has resolved to reimburse the owner up to a maximum of \$6,000.00 for the following expenses:

- Current Quarterly levies (Special levies and immediate levies not included)
- Council Rates (Once the receipt of payment is submitted)
- Shared Gas invoices
- Shared Water Expenses

That the above agreement will be reviewed and placed on the agenda every year at the Annual General Meeting.” Carried Unanimously

04/11/24

Honorarium

That the Body Corporate agrees that Mr Michael Rosser, owner of lot 302, engages for the tasks carried at the Corporation as duly assigned below:

Conduct regular checks of the property's common areas to ensure they are maintained in accordance with property standards.
Report any identified issues and coordinate necessary actions in collaboration with Strata Data, including additional rubbish removal, as needed.

Serve as the primary contact for new tenants, providing them with an induction of shared areas and outlining expectations for utilising these spaces. This will involve utilising a digital key box equipped with the capability to generate unique access codes for master and lift keys, facilitating efficient tracking of tenant movements and responsibilities.
Help in identifying tenants or owners who are violating the by-laws to Strata Data, after which Strata Data will issue notifications and administer penalties in accordance with the Act and the specified procedure for imposing penalties.

That the Body Corporate has resolved to reimburse the owner up to a maximum of \$6,000.00 for the following expenses:
Current Quarterly levies (Special levies and immediate levies not included)
Council Rates (Once the receipt of payment is submitted)
Shared Gas invoices
Shared Water Expenses
That the above agreement will be reviewed and placed on the agenda every year at the Annual General Meeting.

04/11/24 Penalty Notices / Payments

That the Corporation will impose penalties on owners for breaches related to the following issues:
Dumping rubbish outside the designated bin area
Failing to use the protective blanket in the lift when moving items
Mishandling the car stacker
The penalty structure for these breaches is as follows:
First breach: \$125.00 penalty plus any additional fees related to collection or repairs
Second breach: (or failure to address the first breach notice): \$250.00 penalty plus additional fees related to collection or repairs (any penalties previously charged would be separate)
Third breach: \$500.00 penalty plus additional fees related to collection or repairs (any penalties previously charged would be separate)
For mishandling the car stacker specifically:
First instance: Any repair or call-out costs will be borne by the owner involved, with the above penalty structure applying to subsequent breaches.
Strata Data will be directed by the Committee to apply these penalties, with any adjustments subject to Committee approval. The maximum penalty for any single breach is capped at \$500.00, in compliance with applicable legislation."

27/03/25 Rescission of Previous Motion – Appointment of Mr. Michael Rosser

That the Corporation rescind the motion previously passed at the Extraordinary General Meeting held on 14th August 2024 and subsequently carried at the Annual General Meeting on 4th November 2024. That with this rescission, the appointment of Mr. Michael Rosser from Lot 302 to undertake specific tasks within the building in exchange for an annual honorarium of up to \$6,000.00, covering his quarterly levies, council rates, shared gas invoices, and shared water invoices will be terminated. That this motion nullifies any powers or responsibilities granted under the previous appointment.
It was further advised to Strata Data that effective today, 27th March 2025 all the reimbursement be ceased and the previous payment be made to Mr Michael Rosser on a pro-rata basis.

Rescission of Additional Motions

That the Corporation rescind any additional or previous motions passed at the 2024 Annual General Meeting held on 4th November 2024, or any subsequent Committee Meetings including but not limited to the meeting held on 28th January 2025 pertaining to Lift Blanket Access, New Occupant Building Handovers, and Induction Acknowledgement Forms.

Appointment of Strata Data as Building Manager

That the Corporation resolves to appoint Strata Data as the Building Manager in accordance with the service proposal distributed with the agenda, under the following conditions:

- The Building Manager will be responsible for the installation and removal of lift blankets as booked or required.
- The agreement will commence within two weeks from the date of the EGM.
- All common area keys, fobs, and CCTV access details must be transferred to Strata Data within this timeframe.
- Strata Data will engage M&E Electrical to update CCTV access login and password details, ensuring the new credentials are held solely by Strata Data and the Building Manager.

That the Corporation resolves to accept the proposal from Strata Data for an annual fee of \$14,586.00, inclusive of GST.

Reinstatement of Breach of By-Laws Procedure – Rescind the Fine Procedure

That the following process be adopted

- A first letter will be issued as a notification advising that a breach has occurred.
- A second letter will be sent if the same breach is repeated, advising that continued non-compliance may result in a fine.
- A third and final letter will be the formal notice of the fine being imposed on the lot.

Adoption of House Rules

That the Corporation resolve to adopt the House Rules as attached to the agenda with amendment above. That the final draft of house rules will be sent once the above amendments are included and once the confirmation of the Building manager is obtained.



Level 13, 431 King William Street
Adelaide SA 5000

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0000017809
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	15/12/2025 to 15/12/2026 at 4:00pm
The Insured	COMMUNITY CORPORATION NO. 41847 INC.
Situation	12 TAPLEY STREET ADELAIDE SA 5000

Sections

Section 1 – Insured Property

Building: \$20,286,000

Common Area Contents: \$202,860

Loss of Rent & Temporary Accommodation (total payable): \$3,042,900

Lot Owners' Fixtures and Improvements (per lot): \$250,000

Optional Extensions:

Catastrophe Insurance Sum Insured: Not Selected

Machinery Breakdown: \$100,000

Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: \$30,000,000

Section 3 – Voluntary Workers

Death: \$300,000

Total Disablement: \$3,000 per week

Section 4 – Fidelity Guarantee

Sum Insured: \$250,000

Section 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Section 6 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000

Flood Cover is included.



ACP Endorsement

CHU advises that, in line with our underwriting guidelines and your disclosed information and / or your request, the above policy has been amended. This endorsement should be read in conjunction with, and as forming part of, your existing Policy Wording.

All Damage arising directly or indirectly by fire resulting in any claim to the internal or external cladding materials, including 'Aluminium Composite Panels' (ACP) or 'Expanded Polystyrene' (EPS), affixed to buildings as defined under 'Section 1 - Insured Property a. Buildings' is subject to the Fire Excess shown in the Schedule any one Event.

All Damage arising directly or indirectly by fire resulting in any claim not involving the internal or external cladding materials affixed to buildings specified in this clause, will be otherwise subject to the Standard Excess shown in the Schedule any one Event.

Date Printed

02/12/2025

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FD-31 LFI (Version 1)
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Orig. **LF 13157977**



11:35 12-Aug-2019
2 of 3

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LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

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

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE
PURPOSES ONLY**

AGENT CODE

LODGED BY:


*CROSS NATIONAL CAPITAL
JBB*

CORRECTION TO:

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
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- 5 _____

PICK-UP NO.	
CP	

CORRECTION	PASSED
FILED <i>[Signature]</i>	<i>[Signature]</i>
<i>pro</i>	22 AUG 2019
 REGISTRAR-GENERAL	

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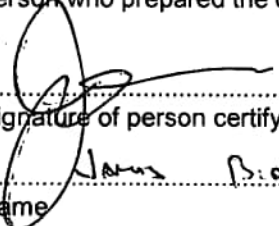
**SCHEME DESCRIPTION
Development No. 020 / C010 / 18**

**COMMUNITY TITLES ACT 1996
COMMUNITY CORPORATION NO. 41847 INC.**

**SCHEME DESCRIPTION
COMMUNITY DIVISION**

12 TAPLEY STREET ADELAIDE SA 5000

Certified correctly prepared in accordance with the requirements of the *Community Titles Act 1996* by the person who prepared the document / ~~an officer of the Community Corporation.~~


.....
Signature of person certifying

James B. O'SHEA
.....
Name

15 BENTHAM STREET
.....
ADELAIDE
.....
Address

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INDEX

1. **DESCRIPTION OF LAND TO BE DEVELOPED UNDER THE SCHEME**..... 3

2. **NATURE OF PROPOSED DEVELOPMENT** 3

3. **PURPOSE FOR WHICH THE LOTS AND COMMON PROPERTY MAY BE USED**..... 3

4. **STANDARD OF BUILDINGS AND OTHER IMPROVEMENTS** 3

5. **DEVELOPMENT OF COMMUNITY LOTS**..... 3

6. **DEVELOPMENT OF THE COMMON PROPERTY** 3

7. **STAGING OF DEVELOPMENT** 4

8. **OTHER IMPORTANT FEATURES OF SCHEME** 4

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

10. **CONDITIONS OF APPROVAL** 6

ANNEXURE A 8

COMMUNITY TITLES ACT**SCHEME DESCRIPTION****1. DESCRIPTION OF LAND TO BE DEVELOPED UNDER THE SCHEME**

The whole of the land comprised in Certificates of Title Volume 5790 Folio 924 and Volume 5447 Folio 98 being the property situated at 12 Tapley Street Adelaide SA 5000.

2. NATURE OF PROPOSED DEVELOPMENT

The community plan is a Primary Community Strata Plan which will effect the division of the eleven (11) level building which has been erected on the land described in clause 1 into thirty one (31) primary community strata lots, together with common property and lot subsidiaries.

3. PURPOSE FOR WHICH THE LOTS AND COMMON PROPERTY MAY BE USED

The Community Strata Lots are to be used solely for residential purposes provided that home office use shall be permitted subject to compliance with all statutory requirements.

4. STANDARD OF BUILDINGS AND OTHER IMPROVEMENTS

4.1 For the standard of buildings and other improvements erected or made by the Developer refer to clauses 5 and 6 of this Scheme Description.

4.2 The development of the Community Strata Lots and the Common Property has taken place in accordance with all statutory and other approvals obtained under the Development Act 1993 for the undertaking of the development and in a proper and workman like manner.

4.3 Any additional buildings or improvements or alterations or additions 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.

5. DEVELOPMENT OF COMMUNITY LOTS

The Developer has developed the Land in accordance with the development approvals granted by the relevant planning authority.

6. DEVELOPMENT OF THE COMMON PROPERTY

6.1 The Common Property is comprised of:

6.1.1 the external structures of the building constructed on the Community Parcel;

6.1.2 walkways, stairways, driveways, ramps; passages and entrance areas for access to the Lots and Lot subsidiaries;

6.1.3 garbage disposal facilities;

- 6.1.4 car park stacking infrastructure;
 - 6.1.5 signage;
 - 6.1.6 a hot water system;
 - 6.1.7 storage areas including storage for plant, equipment and services;
 - 6.1.8 bicycle parking;
 - 6.1.9 exhaust structures;
 - 6.1.10 provision for service infrastructure including but not limited to water meter, fire hydrant, fire pump room, airconditioning units;
 - 6.1.11 lift; and
 - 6.1.12 roof top terrace and barbecue area.
- 6.2 The Developer has constructed the improvements referred to in clause 6.1 on the Common Property. Construction has been undertaken in accordance with the relevant development approvals granted by the relevant planning authority subject to such amendments as approved 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 performed and the materials used on the Common Property are to a fair average standard or such higher standard as the Developer in its absolute discretion has determined.

7. STAGING OF DEVELOPMENT

The Scheme is not a staged development and has been completed.

8. OTHER IMPORTANT FEATURES OF SCHEME

8.1 Use of Car Parks

8.1.1

- (a) The Developer has as part of the Common Property installed two (2) car park stacking systems ("**Car Park Stacking Systems**").
- (b) By virtue of the nature of the Car Park Stacking Systems it is not possible to create car parking spaces as car park lot subsidiaries and for that reason the owners and occupiers from time to time of the Lots must at all times in accordance with the provisions of the By-Laws of the Scheme and pursuant to Section 36 of the Community Titles Act have the sole and exclusive right to use those portions of the Common Property for the purpose of parking a motor vehicle as depicted on the plan comprising Annexure B.

8.1.2 Notwithstanding that certain Lot owners and occupiers have been granted an exclusive right to park in car parking spaces under the By-Laws rather than by virtue of the car parking space comprising a Lot subsidiary it is intended that the individual car parking spaces forming part of the Common Property shall as far as practicable be dealt with and shall be considered to be Lot subsidiaries of the Lots to which those car parking spaces are attached by reason of the grant of an exclusive right to use and occupy. Accordingly a Lot owner or occupier which has the benefit of an exclusive right to use a car park pursuant to the By-Laws shall not be entitled to:

- (a) transfer that right; or
- (b) grant a right to exercise that right; or
- (c) or otherwise deal with or grant any rights in respect of that car park,

to another Lot owner or to any other party,

8.1.3

- (a) The Car Park Stacking Systems are for the benefit and/or exclusive use of the owners ("**Car Park Licensees**") and occupiers of those apartments in the Building ("**Car Park Lots**") that have been granted an exclusive licence under the By-Laws in accordance with Section 36 of the Community Titles Act to use a nominated car park. Corporation contributions and levies in relation to any costs in respect of the Car Park Stacking Systems shall be exclusively levied against and paid for by the Car Park Licensees in proportion to the Lot entitlement that each Car Park Lot bears to the aggregate of the Lot entitlements for all of the Car Park Lots. Corporation contributions and levies in relation to any costs attributable to or in respect of the Car Park Stacking Systems shall not be imposed upon any other owner of a Lot.
- (b) Voting rights associated with the operation, maintenance, replacement and servicing of the Car Park Stacking Systems shall be limited to and restricted to the Car Park Licensees such that owners of any other Lots not being a Car Park Lot shall have no right to vote on any decision relating to the operation, maintenance, replacement and servicing of the Car Park Stacking Systems.
- (c) Portions of the Common Property marked Car Stacker Pit comprise pits which enable the Car Park Stacking Systems to operate.
- (d) The Corporation is responsible for the maintenance and operation of the Car Park Stacking Systems.
- (e) The By-Laws for the Community Parcel regulate the use of the Car Park Stacking Systems to ensure the efficient operation and use of the Car Park Stacking Systems by the Car Park Licensees and the occupiers of Car Park Lots.

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**SCHEME DESCRIPTION
Development No. 020 / C010 / 18**

- (f) A Car Park Licensee or occupier of a Car Park Lot shall ensure that only a single motor vehicle with a maximum gross weight of two thousand (2,000) kilograms, a maximum height of one point seven (1.7) metres, maximum length of five (5) metres and a maximum width of one point nine (1.9) metres shall be permitted to use the Car Park Stacking Systems and enter and park in a car park at any time.

8.2 Encroachments

Various balconies together with certain walls forming part of the building on the Community Parcel encroach over Tapley Street Adelaide ("**Balcony and Wall Encroachment Area**").

8.3 Easements

The Common Property marked X in the Community Plan is together with a free and unrestricted right of way over Piece marked A in the Community Plan.

9. OTHER INFORMATION REQUIRED BY THE REGULATIONS

- 9.1 Balconies on levels one (1) to eight (8) inclusive encroach over Tapley Street Adelaide ("**Encroachment Area**").
- 9.2 For the purposes of this Scheme Description each person bound by this Scheme Description acknowledges that the Encroachment Area is deemed to form part of the Common Property in the Community Plan and this Scheme Description applies to the Encroachment Area as though the Encroachment Area formed part of the Common Property.
- 9.3 Where portion of the Encroachment Area is immediately adjacent to a Lot and by design is for the exclusive use of that adjacent Lot the Corporation will grant the owner of an affected Lot an exclusive right to occupy and use that part of the balcony which is included in the Encroachment Area.

10. CONDITIONS OF APPROVAL

- 10.1 The division of the Community Parcel and erection of the building is subject to conditions imposed by the Development Assessment Commission and the City of Adelaide.
- 10.2 The conditions that continue to apply after completion of the development will be the responsibility of the Community Corporation and owners of the community lots.
- 10.3 A copy of the Decision Notification Form and Conditions of Development Plan Consent are attached to this Scheme Description as Annexure A.
- 10.4 Further particulars about the details of this Scheme may be available from the City of Adelaide.

DATED this day of 2019.

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SCHEME DESCRIPTION
Development No. 020 / C010 / 18

**ENDORSEMENT BY THE RELEVANT AUTHORITY PURSUANT TO
REGULATION 45 OF THE DEVELOPMENT REGULATIONS 2008**

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

Signed: 
Corporation of the City of Adelaide

Handwritten: Rebecca PUTSCHACK
MANAGER PLANNING ASSISTANT

Dated: 24 July 2019

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Page 8 of 8

SCHEME DESCRIPTION
Development No. 020 / C010 / 18

ANNEXURE A



Enquiries: Helen Dand 8203 7380
Reference: LD/15/2018

22 May 2019

PROJEX INVESTMENTS P/L
c/- Andrew & Associates P/L
311 Angas St
ADELAIDE SA 5000

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

Application: LD/15/2018
Address: 12-14 Tapley Street, ADELAIDE SA 5000
Description: Community Division - create 31 titles from 2 titles

Development Approval

Please find enclosed a Decision Notification Form in respect to the above-mentioned application. You will note that Development Approval has been issued and that conditions have been attached to this approval.

I advise that pursuant to Section 86(1) of the Development Act, 1993 you have the right of appeal to the Environment, Resources and Development Court, against any conditions which have been imposed on this approval. Pursuant to the provisions of Section 86(4) of the Development Act, 1993 any such appeal should be lodged with the Environment, Resources and Development Court within 2 months after the applicant receives notice of the decision, unless the Court in its discretion allows an extension of time.

The Environment, Resources and Development Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide 5000 (Postal Address, GPO Box 2465, Adelaide 5001).

Please be advised that this approval will lapse at the expiration of 12 months from the operative date of the approval. If an application for a certificate under Section 51 of the Act has been lodged with the Development Assessment Commission within such period the approval will lapse at the expiration of 3 years.


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

Yours faithfully

A handwritten signature in black ink, appearing to read 'H Dand', written over a light blue horizontal line.

Helen Dand
PRINCIPAL PLANNER



 <div style="display: inline-block; vertical-align: middle; margin-left: 10px;"> <p>CITY OF ADELAIDE</p> </div>	<p>DECISION NOTIFICATION FORM</p>
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Application Registered On: 22 June 2018	Contact Officer: Helen Dand 8203 7380
Application Dated: 21 June 2018	File Reference: LD/15/2018

Application: LD/15/2018
Applicant: PROJEX INVESTMENTS P/L
Location: 12-14 Tapley Street, ADELAIDE SA 5000
Description: Community Division - create 31 titles from 2 titles

In respect of this proposed development you are informed that:

Nature of Decision	Decision Status	Date of Decision	No. of Conditions
Development Plan Consent	Granted	22 May 2019	1
Community Title Consent	Granted	22 May 2019	2
Development Approval	Granted	22 May 2019	3

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


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

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

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

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

Date of Decision: 22 May 2019

Signed: 

Date: 22 May 2019

- State Planning Assessment Commission or delegate
- Council Chief Executive Officer or delegate
- Private Certifier
- Pages



Application: LD/15/2018
Applicant: PROJEX INVESTMENTS P/L
Location: 12-14 Tapley Street, ADELAIDE SA 5000
Description: Community Division - create 31 titles from 2 titles

CONDITIONS OF DEVELOPMENT PLAN CONSENT

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

- Plans prepared by Andrew and Associates, Ref: 217045 – 3E – 2 (Sheets 1 of 15 – 15 of 15).

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

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

CONDITIONS OF COMMUNITY TITLE CONSENT

1. Payment of \$198,070.00 into the Planning and Development Fund (29 allotment/s @ \$6830.00 / allotment). Payment may be made by credit card via the internet at www.edala.sa.gov.au or by phone (7109 7018), by cheque payable to the State Planning Commission marked "Not Negotiable" and sent to GPO Box 1815, Adelaide, 5001 or in person, at Level 5, 50 Flinders Street, Adelaide.

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

2. A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the Development Assessment Commission for Land Division Certificate purposes.

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

ADVISORY NOTES

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

Street Numbering

Any street numbering which may have been indicated on this application has neither been approved nor denied. To avoid any potential confusion regarding the addressing of your development, it is recommended that you contact the Rates and Valuation Section to confirm the correct address prior to the commencement of marketing. The Rates and Valuation Section can be contacted on 8203 7128 or 8203 7129.

Commencement and Completion

Pursuant to Regulation 74, the Council must be given one business days' notice of the commencement and the completion of the building work on the site and any other relevant stages as specified in the attached "Notice to Council." To notify Council, contact City Planning via d.planner@cityofadelaide.com.au or phone 8203 7185.

Expiration Time of Approval (Land Division)

Pursuant to the provisions of Regulation 48 of the Regulations under the Development Act 1993, this approval will lapse at the expiration of 12 months from the operative date of the approval unless an application for a certificate under Section 51 of the Act has been lodged with the Development Assessment Commission within such period in which case the approval will lapse at the expiration of 3 years.

Land Division (Section 51) Certificate

The applicant is reminded to contact the Council when all of the Council's conditions have been complied with and accordingly, the State Commission Assessment Panel (SCAP) will then be notified that the Council has no objections to the issuing of the Section 51 Certificate.

FORM 1 (Version 1)
GUIDANCE NOTES AVAILABLE
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3 of 3

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA
**LODGEMENT FOR FILING UNDER THE
COMMUNITY TITLES ACT 1996**
FORM APPROVED BY THE REGISTRAR-GENERAL
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LODGED BY: *Chris Harrison* *CRHP*
266

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**COMMUNITY TITLES ACT 1996
COMMUNITY CORPORATION NO.41847 INC.**

BY-LAWS

COMMUNITY DIVISION

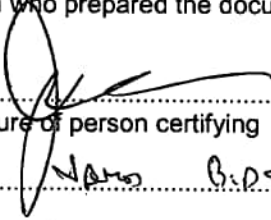
12 TAPLEY STREET ADELAIDE SA 5000

Certified correctly prepared in accordance with the requirements of the *Community Titles Act 1996* by the person who prepared the document / ~~an officer of the Community Corporation.~~

.....
Signature of person certifying

.....
Name

.....
Address



NANDO BIDSTRUP

15 BANTAM STREET

ADLAIDE SA 5000

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**COMMUNITY CORPORATION NO. INCORPORATED
INDEX**

- 1. **BY-LAW 1 – DEFINITION4**
- 2. **BY-LAW 2 – RESPONSIBILITY OF CORPORATION 5**
- 3. **BY-LAW 3 – USE AND ENJOYMENT OF THE COMMON PROPERTY 5**
- 4. **BY-LAW 4 – PROHIBITED ACTIVITIES 6**
- 5. **BY-LAW 5 – PROHIBITED ACTIVITIES 7**
- 6. **BY-LAW 6 – MOVEMENT OF ITEMS TO AND FROM LOTS 8**
- 7. **BY-LAW 7 – USE OF LOTS 8**
- 8. **BY-LAW 8 – BUILDING WORKS AND CORPORATION'S APPROVAL 9**
- 9. **BY-LAW 9 – SATELLITE DISHES 11**
- 10. **BY-LAW 10 – OWNER OF LOT MUST MAINTAIN AND REPAIR 11**
- 11. **BY-LAW 11 – OCCUPIER/OWNER OF LOT MUST KEEP LOT CLEAN AND TIDY 11**
- 12. **BY-LAW 12 – BUILDING INSURANCE 12**
- 13. **BY-LAW 13 – PROHIBITION OF DISTURBANCE 12**
- 14. **BY-LAW 14 – KEEPING OF PETS 12**
- 15. **BY-LAW 15 – LEASING AND OCCUPATION RIGHTS 13**
- 16. **BY-LAW 16 – CHANGE IN OWNERSHIP 13**
- 17. **BY-LAW 17 – SALE OF LOT 14**
- 18. **BY-LAW 18 – DISPLAY OF SIGNS AND ADVERTISEMENTS 14**
- 19. **BY-LAW 19 – RUBBISH RECEPTACLES 14**
- 20. **BY-LAW 20 – MAINTENANCE OF WALLS 14**
- 21. **BY-LAW 21 – WINDOW TREATMENTS AND AWNINGS 15**
- 22. **BY-LAW 22 – PROVISION OF MAINS WATER 15**
- 23. **BY-LAW 23 – PROVISION OF GAS 15**
- 24. **BY-LAW 24 – INDEMNITY AND RELEASE 15**
- 25. **BY-LAW 25 – SERVICES 16**
- 26. **BY-LAW 26 – PERMITS 16**
- 27. **BY-LAW 27 – OFFENCES 16**

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

28. **BY-LAW 28 – BREACH 16**

29. **BY-LAW 29 – REMOVAL OF PERSONS 16**

30. **BY-LAW 30 – WAIVER 17**

31. **BY-LAW 31 – NOTICE 17**

32. **BY-LAW 32 – SECURITY OF COMMON PROPERTY 17**

33. **BY-LAW 33 – NOTIFICATION OF DEFECTS 17**

34. **BY-LAW 34 – COMPENSATION TO CORPORATION 17**

35. **BY-LAW 35 – SECURITY KEYS 17**

36. **BY-LAW 36 – COMPLAINTS AND APPLICATIONS 18**

37. **BY-LAW 37 – STORAGE CAGES 18**

38. **BY-LAW 38 – NO TRADE OR BUSINESS 18**

39. **BY-LAW 39 – AIR CONDITIONING EQUIPMENT 18**

40. **BY-LAW 40 – EXCLUSIVE LICENCE TO OCCUPY COMMON PROPERTY 18**

41. **BY-LAW 41 – CAR PARKING 19**

42. **BY-LAW 42 – SOLAR PANELS 20**

ANNEXURE A

<p>TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE</p>
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Page 4 of 21

**BY-LAWS
Development No. 020 / C010 / 18**

COMMUNITY TITLES ACT

BY-LAWS

COMMUNITY TITLES NO. 41847 INCORPORATED

IMPORTANT NOTICE

These By-Laws bind the Community Corporation, the owners of the Community Lots and any persons entering the Community Parcels.

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. BY-LAW 1 – DEFINITION

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:

- 1.1 "Act" means the Community Titles Act 1996 as amended;
- 1.2 "Building" means the building constructed wholly or partly on the Community Parcel;
- 1.3 "Common Property" means the Common Property created by community plan No. 41847 ;
- 1.4 "Corporation" means the Community Corporation No.41847 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;
- 1.5 "Community Parcel" means the whole of the land comprised in Community Plan No. ~~41847~~ ;
- 1.6 "Lot" means a Community Lot comprised in Community Plan No. ~~41847~~ ;
- 1.7 "Lot Holder" means the owner of a lot; and
- 1.8 "Occupier" of a lot includes, if a lot is unoccupied, the owner of the lot.

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 an 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 notation) and assigns;
- (g) a reference to a day is the reference to the period of time commencing at midnight and ending twenty four (24) hours later; and
- (h) headings are inserted for convenience and do not effect the interpretation of these By-Laws.

If the whole of any part of a provision of these By-Laws are invalid, unenforceable or illegal, it is severed. The remainder of these By-Laws will have full force and effect.

PART 2 – MANDATORY BY-LAWS

2. BY-LAW 2 – RESPONSIBILITY OF CORPORATION

- 2.1 The Corporation is responsible for the administration, management and control of the Common Property.
- 2.2 The Corporation is responsible for the maintenance repair and replacement of all improvements and service infrastructure on in or forming part of the Common Property.
- 2.3 Without limiting the provisions of By-Law 2.2 the Corporation must in accordance with Regulation 76 and Schedule 1 of the Development Regulations (or such other statutory requirement as is in force from time to time) ensure that the fire monitoring and control system forming part of the service infrastructure is tested and certified annually in accordance with the relevant statutory requirement.
- 2.4 The Corporation will from time to time if required arrange for an annual inspection of the termite barrier situated on the ground floor of the Building for the purpose of maintaining the warranty in place in respect of the termite barrier.
- 2.5 The Corporation must keep the Common Property tidied and free of graffiti and in a state of good and serviceable repair and shall always properly maintain all chattels, fixtures and fittings (including walkways, stairways, handrails and intercoms (if any)) 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 Lot Holders or Occupiers or by their families or visitors and for this purpose may enter into an appropriate agreement or agreements with a third party or parties for such party to provide such services for the benefit of Lot Holders on behalf of the Corporation.

3. BY-LAW 3 – USE AND ENJOYMENT OF THE COMMON PROPERTY

- 3.1 The Common Property is subject to the Act and these By-Laws for the common use and enjoyment of the residents in the community scheme and their visitors.
- 3.2 The use of the Common Roof Top Terrace and Barbecue Area are subject to –
 - 3.2.1 No smoking by either any resident or their guests.
 - 3.2.2 Access is to only be between the hours of 06.00am and 11.00pm.

- 3.2.3 All users are to remove any and all rubbish and clean the area after themselves.
- 3.2.4 Residents and up to four (4) accompanied guests allowed per apartment.
- 3.2.5 No pets permitted other than assistance animals.
- 3.2.6 The sliding glass door to the lift lobby is to always be kept closed.
- 3.2.7 Any further rules of use as noted on the signage at the roof top terrace.

PART 3 – COMMUNITY PARCEL

4. BY-LAW 4 – PROHIBITED ACTIVITIES

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

- 4.1 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;
- 4.2 make or allow their visitors to make undue noise in or about the Community Parcel;
- 4.3 interfere or allow their visitors to interfere with other's use or enjoyment of the Community Parcel;
- 4.4 be inappropriately or inadequately clothed when upon the Community Parcel as to be visible from another Lot or the Common Property;
- 4.5 use any language or behave in a manner likely to cause offence or embarrassment to others when on the Community Parcel;
- 4.6 damage or deface any building, sign or structure on the Community Parcel;
- 4.7 disobey any reasonable directions or requests from an officer of the Corporation;
- 4.8 use any portion of the 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 as a home office with the consent of the relevant Council and otherwise in compliance with these By-Laws;
- 4.9 carry, use, discharge or expose any firearm, explosive, fireworks, airgun or other weapon on the Community Parcel;
- 4.10 obstruct any person's lawful access to any Lot or to the Common Property;
- 4.11 park or stand a motor vehicle in a parking space or elsewhere allocated for others or on a part of the Community Parcel on which the parking or standing of motor vehicles is not authorised by the Corporation and the Corporation shall in addition to any other power, authority, duty and function imposed or conferred upon the Corporation have the power to tow away any motor vehicle parked or standing in contravention of these By-Laws at the expense of the person whose act or default has occasioned such a contravention and such person shall indemnify the Corporation in respect of all claims for costs and damages arising out of such actions;

- 4.12 rollerblade, rollerskate or ride a skateboard;
- 4.13 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;
- 4.14 take any boat or sailboard in any lift, corridor lobby or foyer forming part of the common area;
- 4.15 install or permit to be installed any audible security alarm or siren other than a smoke alarm;
- 4.16 use on the Community Parcel any item comprising or containing a sub-woofer at a level exceeding 80Db; and
- 4.17 store flammable material of a nature or in a quantity other than for ordinary domestic use

PART 4 – COMMON PROPERTY

5. BY-LAW 5 – PROHIBITED ACTIVITIES

A person shall not undertake any of the following activities or do any of the following things on the Common Property:

- 5.1 camp or sleep overnight;
- 5.2 play cricket, golf or any other game in such a manner as to interfere with the safety or comfort of any other person;
- 5.3 perform the work or repairing, washing, painting, panel beating or other work of any nature on any vehicle or other equipment (except in any area provided for such activities) provided that this paragraph shall not extend to running repairs in the case of breakdown;
- 5.4 carry on any business or sell or offer or expose for sale any goods, merchandise or the provision of any services; and
- 5.5 carry, use, discharge or expose any firearm, explosive, fireworks, airgun or other weapon;
- 5.6 burn or permit others to burn any material;
- 5.7 obstruct any corridor, hallway, passage, stairway, foyer or other access way;
- 5.8 smoke or permit others to smoke;
- 5.9 obstruct vehicular or pedestrian traffic;
- 5.10 without the authorisation of the Corporation, park a motor vehicle on the Common Property;
- 5.11 drive a motor vehicle on the Common Property except on a driveway established for use by motor vehicles; and
- 5.12 drive a motor vehicle on the Common Property in a manner that would contravene the rules applicable under the Road Traffic Act 1961 to the driving of a vehicle on a public road.

6. BY-LAW 6 – MOVEMENT OF ITEMS TO AND FROM LOTS

- 6.1 Before any goods or furniture are carried in that portion of the Common Property comprising the Lift the Lot Holder or Occupier must ensure that the sides of the Lift are protected by covering the sides of the Lift with the goods blanket which goods blanket shall be located in a cupboard situated in the Lobby.
- 6.2 A Lot Holder or Occupier shall be responsible at its own cost and expense to make good any damage caused as a result of failure by the Lot Holder or Lot Owner to comply with the requirements of this By-Law.

PART 5 – USE OF COMMUNITY LOTS

7. BY-LAW 7 – USE OF LOTS

A person bound by these By-Laws:

- 7.1 must not use the Lot, or permit the Lot to be used, for any unlawful purpose or for any purpose not permitted by the Scheme Description;
- 7.2 must not do or permit or cause permit or suffer to be done or permitted on or about the Lot, any act, matter or thing whatsoever which is or may in the opinion of the Corporation be 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;
- 7.3 the Corporation shall be permitted by each Lot Holder or Occupier and shall have the right at all reasonable times and on giving the Lot Holder or the Occupier 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:
- 7.3.1 to inspect the Lot;
- 7.3.2 to carry out maintenance repairs or work; and
- 7.3.3 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;
- 7.4 must pay upon all rates, taxes, charges, outgoings and assessments in respect of their Lot as they become due and payable;
- 7.5 must, subject to the Act and these By-Laws notify the Corporation of any repairs and maintenance required to their Lot or to any Common Property;
- 7.6 must, if requested by the Corporation, trust any repairs and maintenance to the Corporation and shall pay the Corporation's reasonable costs incurred therewith;
- 7.7 must not change the use or alter the character of the Lot or make or permit to be made any additions or alterations of any kind in or to the Lot unless express approval for doing so has been obtained by a special resolution at a general meeting of the Corporation and the said person has complied with the provision of By-Law 8;
- 7.8 must not do or omit or suffer to be done or omitted any act, matter or thing which may interfere with or impede any fire, security or other safety doors or equipment in any way and without limiting the generality of the foregoing the Lot Holder or

Occupier of the Lot shall ensure all the fire, security doors and gates are kept locked or secure in an operational state (as the case may be) when not in immediate use;

- 7.9 must not use or permit to be used any barbecue other than a gas or electric barbecue upon the balcony of a Lot or upon any other Lot subsidiary of a Lot;
- 7.10 must take reasonable precaution when watering plants on any balcony of the Lot to prevent water overflowing upon any other Lot or Lot subsidiary or the Common Property;
- 7.11 must take every reasonable precaution when cleaning any balcony of the Lot to prevent water overflowing upon any other Lot or Lot subsidiary or the Common Property;
- 7.12 must not, without the authorisation of the Corporation change or alter any locks or security devices;
- 7.13 must not store boats, sailboards and other outdoor recreational equipment in the Lot or balcony Lot subsidiary;
- 7.14 must not use a high-pressured water spraying device to clean the balcony of the Lot;
- 7.15 must not display "for let", "for sale" or other such signs on or about the Lot;
- 7.16 must take every reasonable precaution to prevent items for blowing or dropping off the balcony of the Lot;
- 7.17 must not conduct a garage sale on the Lot or a Lot subsidiary;
- 7.18 must not use the car parking space allocated to the Lot for any purpose other than the parking of a registered motor vehicle;
- 7.19 must not remove any water saving devices installed on the Lot;
- 7.20 must not (notwithstanding anything contained in these By-Laws including this By-Law 7) place any item whatsoever within one (1) metre of the outer edge of any balcony forming part of a Lot or comprising a Lot subsidiary if such item would if so placed be visible from outside the Building other than a live plant placed in a dark coloured container which plant must be kept in good condition, a compact barbecue with concealed gas bottle storage and well-fitting charcoal toned weatherproof cover or a well maintained good quality outdoor setting in charcoal or off-white tones;

8. BY-LAW 8 – BUILDING WORKS AND CORPORATION'S APPROVAL

- 8.1 The owner or Occupier of a Lot must not without the Corporation's approval undertake any building works within or about or relating to a Lot unless:
 - 8.1.1 all requisite permits, approvals and consent under all relevant laws have been obtained and copies of them have been given to the secretary of the Corporation;
 - 8.1.2 such works are undertaken strictly in accordance with those permits approvals and consents referred to in By-Law 8.1.1; and

- 8.1.3 such works are undertaken with a minimum of nuisance, annoyance, disturbance and inconvenience to other Occupiers of Lots.
- 8.2 The Corporation must not unreasonably withhold its approval for the erection of buildings and structural improvements if such buildings and improvements are in accordance with the Development Approval No. DA/88/2017
- 8.3 The owner or Occupier of a Lot must not proceed with any such works until the owner or Occupier:
- 8.3.1 submits to the Corporation plans and specifications of any works proposed by the owner which affect the external appearance of the Building or any of the Common Property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
- 8.3.2 supplies to the Corporation such further particulars of those proposed works as the Corporation may request and as shall be reasonable to enable the Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total Building and do not endanger the Building and compatible with the overall services to the Building and the individual floors;
- 8.3.3 receives written approval for those works from the Corporation, which approval must not be unreasonably withheld, but which approval may be given subject to the condition that the reasonable costs of the Corporation's approval must be paid by the Corporation or Occupier; and
- 8.3.4 pays the costs referred to in By-Law 8.3.3 to the Corporation.
- 8.4 Where any owner or Occupier of a Lot proposes to replace any floor covering of any part of a Lot with a hard surface floor covering (including without limitation timber or tiles) the owner or Occupier must incorporate between the floor and the hard floor covering acoustic underlay being Regupol or equivalent to the reasonable satisfaction of the Corporation and in compliance with all applicable statutory building standards and requirements.
- 8.5 The owner or Occupier of a Lot must ensure that the Corporation or Occupier and the owner's or Occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Corporation concerning the method of building operations, means of access, use of common areas and on site management and building protection, and hours of work and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.
- 8.6 The owner or Occupier of a Lot must ensure the owner or Occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:
- 8.6.1 building materials must not be stacked or stored in the front side or rear of the Building;
- 8.6.2 scaffolding must not be erected on the Common Property or the exterior of the Building;

- 8.6.3 construction work times must comply with the local laws of the City of Adelaide;
- 8.6.4 the exterior and Common-Property of the Building must at all times be maintained in a clean tidy and safe state; and
- 8.6.5 construction vehicles and construction workers' vehicles must not be brought into or parked on the Common Property.
- 8.7 Before any of the owner's or Occupier's works commence the owner or Occupier must:
 - 8.7.1 cause to be effected (and maintained during the period of the building works) a contractor's all risk insurance policy to the satisfaction of the Corporation; and
 - 8.7.2 deliver a copy of the policy and certificate of currency in respect of the policy to the Corporation.
- 8.8 Access shall not be available to other Lots on the plan or Common Property for installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant Lot or of the body corporation in the case of the Common Property.
- 8.9 The owner or Occupier of a Lot shall immediately make good all damage to and dirtying of the Building, the Common Property or the service or therein which are caused by such works and, if the owner or Occupier fails to immediately do so, the body corporation may (in its absolute discretion) make good the damage and dirtying and in any event the proprietor or Occupier shall indemnify and keep indemnified the body corporation against any cost or liabilities incurred by the body corporation in so making good the damage or dirtying.
- 8.10 The owner or Occupier of a Lot must forthwith make good any damage resulting from such works or, if the body corporation elects to make good any damage itself reimburse to the body corporation the cost of making good any such damage.
- 9. **BY-LAW 9 – SATELLITE DISHES**

The owner or Occupier of a Lot must not without the Corporation's approval erect a satellite dish on a Lot or the Common Property and if such approval is obtained such satellite dish must be concealed from view.
- 10. **BY-LAW 10 – OWNER OF LOT MUST MAINTAIN AND REPAIR**
 - 10.1 The owner of a Lot must carry out any work ordered by a council or other public authority in respect of the Lot.
 - 10.2 The owner of a Lot must carry out any work required by the Corporation in respect of the Lot.
- 11. **BY-LAW 11 – OCCUPIER/OWNER OF LOT MUST KEEP LOT CLEAN AND TIDY**
 - 11.1 The Occupier of a Lot must keep the Lot in a clean and tidy condition.
 - 11.2 The Occupier of a Lot must:

- 11.2.1 store garbage in an appropriate container that prevents the escape of unpleasant odours; and
- 11.2.2 comply with any requirements of the Council for the disposal of garbage.

12. BY-LAW 12 – BUILDING INSURANCE

The Corporation must at all times keep current Building insurance for all Buildings within the Scheme for replacement and/or reinstatement and should a claim against such insurance be made all moneys received must be used for replacement and/or reinstatement of the Building within the Scheme in substantially the same dimensions design and exterior colour scheme as the original Buildings within the Scheme unless otherwise consented to by the Corporation.

13. BY-LAW 13 – PROHIBITION OF DISTURBANCE

- 13.1 The Occupier of a Lot must not engage in conduct that unreasonably disturbs the Occupier of another Lot or others who are lawfully on a Lot or the Common Property.
- 13.2 The Occupier of a Lot must ensure as far as practicable that persons who are brought or allowed on to the Lot or the Common Property by the Occupier do not engage in conduct that unreasonably disturbs the Occupier of another Lot or others who are lawfully on a Lot or the Common Property.

14. BY-LAW 14 – KEEPING OF PETS

- 14.1 Subject to the Act, an owner of a Lot who resides in that Lot shall be entitled to keep on that Lot as a pet either:
 - 14.1.1 one (1) cat; or
 - 14.1.2 one (1) small dog not exceeding twenty-five (25) kilograms in weight or as approved by the Corporation provided that such dog is of a breed suitable for apartment living;
 - 14.1.3 this By-Law does not prevent an owner or occupier of or visitor to a lot who suffers from a disability from keeping a 'relevant animal' (as defined by the Act) if trained to assist the occupier of that lot in respect of that disability but clauses 14.3.1 and 14.3.2 of these By-Laws still apply to the owner occupier or visitor.
- 14.2 Subject to the Act, an Occupier of a Lot who is not the owner of that Lot or an owner of a Lot who resides in that Lot and who wishes to keep on that Lot an animal other than as described in By-Law 14.1 must not, without the consent of the Corporation, keep any animal in, or in the vicinity of a Lot.
- 14.3 An owner of a Lot who keeps a dog or cat on a Lot pursuant to By-Law 14.1 or is otherwise granted consent by the Corporation for the keeping of an animal and an Occupier of a Lot who is not the owner of that Lot that is granted consent by the Corporation for the keeping of an animal:
 - 14.3.1 must not except for the purpose of access to and from a Lot allow the animal to be on any part of the Common Property;
 - 14.3.2 is responsible for the immediate and consistent cleaning up after the animal;

- 14.3.3 must take all reasonable steps to prevent any pet from causing noise which is disturbing to an unreasonable extent and is liable to the owners or Occupiers of their Lots and all other persons lawfully on the Common Property for any noise which is disturbing to an extent which is unreasonable and for damage to or loss of property or injury to any person caused by the animal; and
- 14.3.4 must if required by the Corporation following persistent breaches of By-Law 14.3.3 cease to keep the pet on the Lot.
- 14.4 Subject to By-Law 14.1, By-Laws 14.2 and 14.3 apply to any person who brings an animal onto any part of the Community Parcel with the consent (express or implied) of the owner or Occupier of a Lot.
- 14.5 For the purposes of By-Laws 14.2 and 14.3 any consent to be granted or decision to be made by the Corporation shall be validly granted or made on behalf of the Corporation by either the Presiding Officer, Treasurer or Secretary of the Corporation or by any Management Committee of the Corporation.
- 15. BY-LAW 15 – LEASING AND OCCUPATION RIGHTS**
- 15.1 Where a Lot Holder leases the Lot the Lot Holder must inform the Corporation as to the identity of the lessee.
- 15.2 The owner of a Lot must not, without the Corporation's authorisation, lease the Lot, or grant a right of occupation in respect of the Lot for valuable consideration, for a period of less than two (2) months.
- 15.3 The owner of a Lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him or her under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the Lot or their visitors or invitees comply with the provisions of these By-Laws and without limiting the generality of the foregoing shall:
- 15.3.1 ensure that it shall be a term of every such lease or licence agreement that the lessee or licensee or other occupier of the Lot complies with the provisions of these By-Laws; and
- 15.3.2 provide every lessee or licensee or other occupier of the Lot with a copy of these By-Laws and shall in addition ensure that in the event that any such lease or licence agreement shall be in writing that a copy of these By-Laws is annexed thereto.
- 15.4 The owner of a Lot must not grant a lease or licence or any other right to use or occupy any part of a Lot comprising either a car park lot subsidiary or a storage lot subsidiary unless such lease, licence or right to occupy is granted as part of and together with the grant of a lease, licence or right to occupy the whole of the Lot.
- 16. BY-LAW 16 – CHANGE IN OWNERSHIP**
- A Lot Holder must immediately notify the Corporation of:
- 16.1 any change in ownership of the Lot, or any change in address of a Lot Holder; and
- 16.2 any change in the occupancy of the Lot.

17. BY-LAW 17 – SALE OF LOT

A person bound by these By-Laws:

- 17.1 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 not to cause a disturbance to other persons on the Community Parcel;
- 17.2 must not cause, suffer or permit any signs advertising the sale of the Lot to be placed on or in the Community Parcel; and
- 17.3 must not interfere with or compromise the security system of the Building when conducting an open inspection of the Lot.

PART 6 – GENERAL PROVISIONS

18. BY-LAW 18 – DISPLAY OF SIGNS AND ADVERTISEMENTS

- 18.1 A person must not display a sign or advertisement on a Lot or the Common Property without the approval of the Corporation.

19. BY-LAW 19 – RUBBISH RECEPTACLES:

- 19.1 The owner or Occupier of a Lot must comply with all requirements of the Corporation with respect to the storage of rubbish and waste materials including without limitation any requirements of the Corporation with respect to the type of receptacle in which rubbish or waste must be stored, the location of such receptacle and the separation of different classes of rubbish and waste.
- 19.2 Waste deposited in any rubbish receptacle on the Common Property must not be of a nature to allow the creation of offensive odours.
- 19.3 The owner or Occupier of a Lot must not store a rubbish receptacle on a Lot subsidiary.
- 19.4 No receptacles other than those provided by the Corporation (if any) are to be stored on the Common Property.
- 19.5 The rubbish receptacles provided by the Corporation (if any) are to be used only for the disposal of ordinary domestic waste.

20. BY-LAW 20 – MAINTENANCE OF WALLS

- 20.1 The owner or Occupier of a Lot must not without the Corporation's approval effect any penetration whatsoever of any acoustic or fire rated party wall.
- 20.2 In order to ensure that the requirements of the Building Code of Australia are complied with:
 - 20.2.1 the owner or Occupier of a Lot must not attach to or mount upon any common, shared, acoustic or fire rated wall any television, sound producing or electrical device of any nature;
 - 20.2.2 the Corporation must not, subject to the Act, give approval to vary this By-Law.
- 20.3 If the owner or Occupier of a Lot breaches this By-Law, the owner of the Lot must within seven (7) days of a notification from the Corporation and/or an adjoining

owner, cause (at the owner's own cost) the removal of the object and repair of the wall by a licensed tradesperson under the supervision of a Structural Engineer and/or Acoustic Engineer so that the wall complied with all the relevant requirements of the Building Code of Australia.

21. BY-LAW 21 – WINDOW TREATMENTS AND AWNINGS

- 21.1 The owner or Occupier of a Lot must not without the Corporation's approval install any awning or screen on the balcony of the Lot. If approved, the entire system must be of a high quality and fit for purpose, all hardware must match the surrounding wall colour and the awning material must be a perforated black fabric. No solid plastic café style blinds will be approved.
- 21.2 The owner or Occupier of a Lot must not without the Corporation's approval install any window treatment that may be visible from the exterior of the Lot which is not black or white or backed by a black or white backing.

22. BY-LAW 22 – PROVISION OF MAINS WATER

- 22.1 Mains water is supplied to the Lots and Common Property by single connection supplied by the South Australia Water Corporation ("**SA Water**"). SA Water will read the meter attached to the connection and invoice the Corporation for water used in accordance with SA Water's usual practices.
- 22.2 The owner of each Lot will contribute to payment of the account in proportion to the lot entitlement of each Lot.
- 22.3 Notwithstanding the provisions of By-Law 22.1 and By-Law 22.2 the Community Corporation may elect to request SA Water to invoice direct each Lot Owner for the supply and consumption charges relating to mains water supplied which charges shall be invoiced in proportion to Lot entitlement.

23. BY-LAW 23 – PROVISION OF GAS

- 23.1 Gas is supplied to the common Hot Water Service by single connection. The retail provider of gas will read the meter attached to the connection and invoice the Corporation for gas used in accordance with the provider's usual practices.
- 23.2 The Owner of each Lot will contribute to payment of the account in the same proportion as the lot entitlement of each Lot bears to the aggregate of the lot entitlements for all Lots.

24. BY-LAW 24 – INDEMNITY AND RELEASE

A person bound by these By-Laws shall:

- 24.1 indemnify and forever hold harmless the Corporation from and against 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 the negligence of the Corporation; and
- 24.2 occupy and use and keep the Lot at the risk in all things of the Lot Holder and the Lot Holder 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 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.

25. BY-LAW 25 – SERVICES

Notwithstanding any implication or rule of law to the contrary, the Corporation shall not in any circumstances be liable to the Lot Holder for any loss or damage suffered by the Lot Holder 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.

26. BY-LAW 26 – PERMITS

26.1 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.

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

26.3 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.

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

26.5 A permit holder shall comply with each and every condition of the permit.

26.6 Each event which is a breach of the permit shall constitute a separate offence under these By-Laws.

26.7 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.

26.8 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.

27. BY-LAW 27 – 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.

28. BY-LAW 28 – 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.

29. BY-LAW 29 – 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.

30. BY-LAW 30 – 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.

31. BY-LAW 31 – NOTICE

Any notice required to be served under these By-Laws shall be sufficiently served on the Lot Holder if left on the Lot addressed to the Lot Holder or if addressed to the Lot Holder at the last known address of the Lot Holder and forwarded by pre-paid post and if 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 or can be served on the Lot Holder by email if the Lot Holder has a known email address and shall be deemed to be served if the email is not electronically received or returned as undeliverable from the email address used within 24 hours of it being sent.

32. BY-LAW 32 – SECURITY OF COMMON PROPERTY

An owner or Occupier of a Lot must not do anything which may prejudice the security or safety of the Common Property.

33. BY-LAW 33 – NOTIFICATION OF DEFECTS

An owner or Occupier of a Lot must promptly notify the Corporation or its Managing agent on becoming aware of any damage to or defect in the Common Property or any personal property vested in the Corporation.

34. BY-LAW 34 – COMPENSATION TO CORPORATION

An owner or Occupier of a Lot shall compensate the Corporation in respect of any damage to the Common Property or personal property vested in the Corporation caused by that proprietor or Occupier or their respective tenants, licensees or invitees.

35. BY-LAW 35 – SECURITY KEYS

35.1 The Corporation may charge a reasonable fee for any additional security key or fob required by an owner.

35.2 An owner of a Lot must exercise a high degree of caution and responsibility in making a security key or fob available for use by any Occupier of a Lot and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the security key or fob to the owner or the Corporation.

35.3 An owner or Occupier of a Lot in possession of a security key or fob must not without the Corporation's written consent duplicate the security key or fob or permit it to be duplicated and must take all reasonable precautions to ensure the security key or fob is not lost or handed to any person other than another owner or Occupier and is not disposed of otherwise than by returning it to the Corporation.

35.4 An owner or Occupier of a Lot must promptly notify the Corporation if a security key or fob is lost or destroyed.

35.5 An owner of a Lot must surrender all keys, fobs or access cards belonging to the Lot or the Building to the Corporation including any duplicate devices and keys on

the sale of the Lot and secure the same undertaking from any termination on the termination of any tenancy.

36. BY-LAW 36 – COMPLAINTS AND APPLICATIONS

Any complaint or application to the Corporation must be addressed in writing to the Manager, or where there is no Manager, the secretary of the Corporation.

37. BY-LAW 37 – STORAGE CAGES

An owner or Occupier of a Lot must not install a storage cage without first obtaining the written consent of the Corporation which consent may be refused or granted on certain conditions by the Corporation at its absolute discretion.

38. BY-LAW 38 – NO TRADE OR BUSINESS

38.1 The owner or Occupier of a Lot must not use that Lot or any part of the Common Property for any trade or business including the sale or offering for sale of any goods or merchandise nor permit others to do so.

39. BY-LAW 39 – AIR CONDITIONING EQUIPMENT

39.1 All air conditioning equipment including condensers which provide air conditioning services exclusively to individual Lots will be situated on the Common Property provided that the ownership of such equipment shall notwithstanding the location of such equipment remain with the owner of the relevant Lot.

39.2 In the event that any air conditioning equipment referred to in By-Law 39.1 or any part thereof including any condenser is situated on the Common Property then the owner of that equipment will have an easement appurtenant to the Owner's Lot over the Common Property by virtue of the operation of Section 24(1)(c)(i) of the Act.

39.3 The owner of a Lot is responsible for the repair and maintenance of all air conditioning equipment that is installed for the exclusive use of that Lot.

40. BY-LAW 40 – EXCLUSIVE LICENCE TO OCCUPY

40.1 The Lot Holder of any Lot where that Lot adjoins a portion of the Building which portion encroaches outside of the Community Parcel and can only be accessed via the relevant Lot shall have the sole and exclusive licence to use for no licence fee that portion of the Building.

40.2 The Lot Holders to whom the licence has been granted pursuant to By-Law 40.1 must maintain, repair and keep that portion of the Building in respect of which the licence has been granted comprising the surface and tiles of the balcony in good condition and must keep such portion of the Building in a clean and tidy condition provided that his By-Law shall not be construed as imposing any obligation on the Lot Holder to be responsible for any structural repair or maintenance of such balcony.

40.3 Any portion of the Building the subject of a licence pursuant to this By-Law shall for the purposes of these By-Laws constitute part of the Lot which has the benefit of the licence.

41. BY-LAW 41 – CAR PARKING

- 41.1 In accordance with and as required by the Scheme Description the owners and occupiers from time to time of the Lots specified in Annexure A shall be entitled for no licence fee to have the sole and exclusive right to use and occupy those portions of the Common Property for the purposes of parking a motor vehicle as depicted on the plan comprising Annexure A.
- 41.2 An owner or occupier of a Lot which has the benefit of an exclusive right to occupy a car park pursuant to By-Law 41.1 must not:
- 41.2.1 transfer that right; or
 - 41.2.2 grant a right to exercise that right; or
 - 41.2.3 otherwise deal with or grant any rights in respect of that car park, to another Lot owner or to any other party.
- 41.3 The two (2) car park stacking systems installed as part of the Common Property ("**Car Park Stacking Systems**") are for the benefit and/or exclusive use of the owners ("**Car Park Licensees**") and occupiers of those apartments in the Building ("**Car Park Lots**") that have been granted an exclusive licence under By-Law 41.1 in accordance with Section 36 of the Community Titles Act to use a nominated car park. Corporation contributions and levies in relation to any costs in respect of the Car Park Stacking Systems shall be exclusively levied against and paid for by the Car Park Licensees in proportion to the Lot entitlement that each Car Park Lot bears to the aggregate of the Lot entitlements for all of the Car Park Lots. Corporation contributions and levies in relation to any costs attributable to or in respect of the Car Park Stacking Systems shall not be imposed upon any other owner of a Lot.
- 41.4 Voting rights associated with the operation, maintenance, replacement and servicing of the Car Park Stacking Systems shall be limited to and restricted to the Car Park Licensees such that Lot Holders of any other Lots not being a Car Park Lot shall have no right to vote on any decision relating to the operation, maintenance, replacement and servicing of the Car Park Stacking Systems.
- 41.5 A Car Park Licensee or occupier of a Car Park Lot shall ensure that only a single motor vehicle with a maximum gross weight of two thousand (2,000) kilograms, a maximum height of one point seven (1.7) metres, maximum length of five (5) metres and a maximum width of one point nine (1.9) metres shall be permitted to use the Car Park Stacking Systems and enter and park in a car park at any time.
- 41.6 The Car Park Licensees and occupiers of a Car Park Lot shall at all times operate the Car Park Stacking Systems:
- 41.6.1 in a safe and responsible manner;
 - 41.6.2 in accordance with the operating instructions of the manufacturer; and
 - 41.6.3 at all times in accordance with the rules, guidelines or limitations imposed by the Corporation from time to time.
- 41.7 The Corporation is solely responsible for the maintenance of the Car Park Stacking Systems and the Corporation shall engage suitably qualified persons to at all times carry out maintenance and repair of the Car Park Stacking Systems.

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

Page 20 of 21

**BY-LAWS
Development No. 020 / C010 / 18**

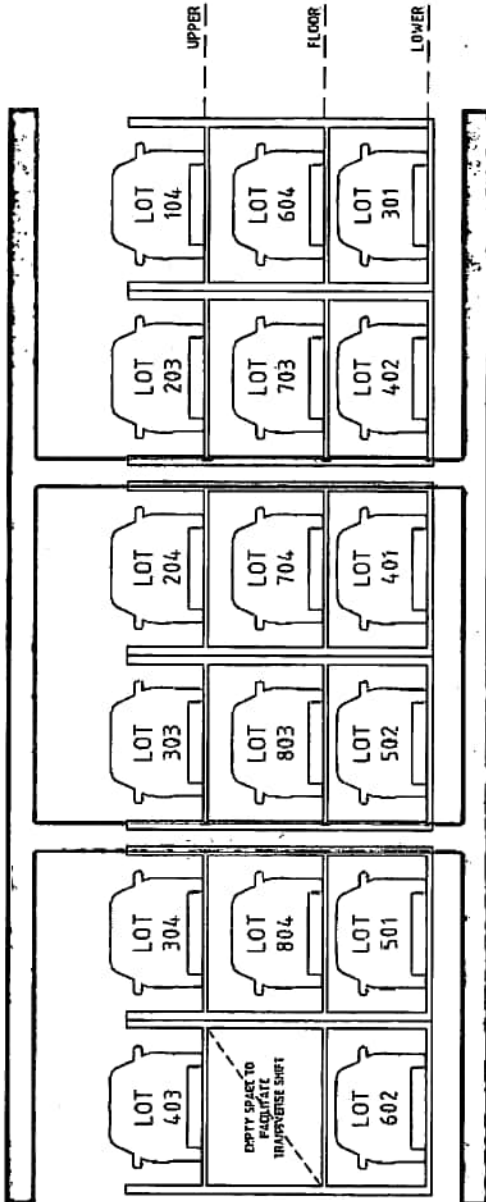
- 41.8 A Car Park Licensee or occupier of a Car Park Lot shall immediately notify the Corporation, or any person appointed by the Corporation to maintain and repair the Car Park Stacking Systems of any breakdown or failure of the operation of the Car Park Stacking Systems.
- 41.9 Pursuant to Section 41 of the Act a By-Law which is inconsistent with the Scheme Description is invalid and accordingly any variation to this By-Law which provides for an allocation of car parking spaces in a manner different from that set out in the Scheme Description shall by virtue of Section 41 of the Act be invalid.

42. BY-LAW 42 – SOLAR PANELS

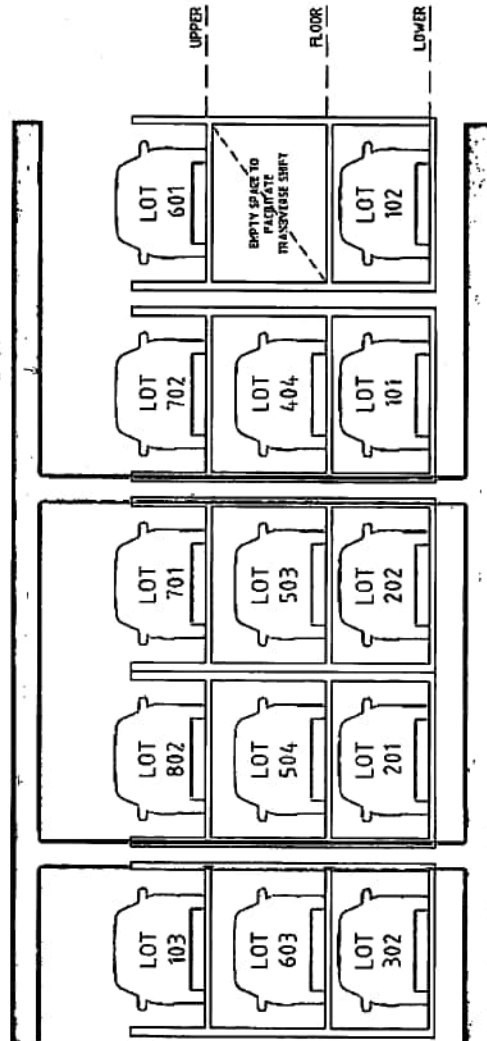
- 42.1 Where any solar panel and any ancillary equipment situated on that portion of the Common Property comprising the roof exclusively provides electricity to an individual Lot the ownership of that solar panel and ancillary equipment shall notwithstanding the location of such equipment remain with the owner of the relevant Lot to which the solar panel provides electricity.
- 42.2 In the event that any solar panel or any ancillary equipment referred to in By-Law 42.1 or any part thereof is situated on the Common Property then the owner of that equipment will have an easement appurtenant to the Owner's Lot over the Common Property by virtue of the operation of Section 24(1)(c)(i) of the Act.
- 42.3 The owner of a Lot is responsible for the repair and maintenance of any solar panel or any ancillary equipment that is installed for the exclusive use of that Lot.

1. TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

ANNEXURE A



EAST CAR STACKER INSTALLATION
5 SEGMENT SYSTEM



WEST CAR STACKER INSTALLATION
5 SEGMENT SYSTEM



Office of the Technical Regulator Email



PIR: 0212456560 Reference: 0002768013

From DEM:OTR Plumbing Conveyancing <DEMOTRPlumbingConveyancing@sa.gov.au>

Date Wed 08-Apr-26 12:55 PM

To form1 <form1@form1.net.au>

OFFICIAL

Please note that any statement related to this property Apartment 602, 12 TAPLEY STREET, ADELAIDE, SA 5000 was based on historical data which no longer applies to the property. The Plumbing section of The Office of the Technical Regulator has no current interests in this property.

Note: This statement may have been recreated from the original data transferred from SA Water. The OTR inherited this data on 10/04/2013 and cannot be held responsible for errors created in records prior to this date. We do endeavour to rectify these issues as soon as they are brought to our attention.

Rebecca Smith | Senior Administration Officer

The Office of the Technical Regulator | Plumbing

Department for Energy and Mining

T 1300 760 311 | E DEMOTRPlumbingConveyancing@sa.gov.au | W www.energymining.sa.gov.au

GPO Box 618, Adelaide, South Australia 5001
Level 4, 11 Waymouth Street, Adelaide SA 5000

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Residential Tenancy Agreement
Fixed Term or Periodic

Forms Live Sign
Page: 1 / 11
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Residential Tenancy Agreement - Fixed Term or Periodic

form rentals

Residential Tenancies Act 1995 (SA)
Residential Tenancies Regulations 2010 (SA)

- This is your residential tenancy agreement. It is a binding contract under the **Residential Tenancies Act 1995 (SA) (Act)**.
- Parts C, Part A, Part B and Part D contain the terms of your agreement.
- All parties to this agreement should consider obtaining legal advice about their rights and obligations.

PART A – BASIC TERMS

This agreement is between the Landlord(s) and the Tenant(s) listed on this form.

1. Date of agreement

This is the date the agreement is signed: 15/05/2025

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the Landlord

Address of premises

Street: NORA APARTMENTS APARTMENT 602 / 12 TAPLEY ST
Suburb: ADELAIDE State: SA Postcode: 5000

Reservations

Detail any part of the premises excluded from this agreement or reserved for the Landlord's sole use or use in common with the Tenant:

3. Landlord's details

Full name or company name: Brenton & Alison Bock

ABN/ACN (if applicable): _____

Address of registered office (if landlord is a company)

Address: 15 BURKE STREET

Suburb: _____ State: _____ Postcode: _____

Address for service of documents (must not be the agent's address)

Address: 15 BURKE STREET

Suburb: TUSMORE State: SA Postcode: 5065

Full name or Company name: _____

ABN/ACN (if applicable): _____

Address for service of documents (must not be the agent's address)

Address: _____

Suburb: _____ State: _____ Postcode: _____

Landlord's agent's details

Company name: Forme Rentals Pty Ltd

Trading name: Forme Rentals Pty Ltd

Agent name: Jacinta Greer

Address: 1/40 Gilbert Street

ADELAIDE State: SA Postcode: 5000

Phone number: 84700400 ABN/ACN (if applicable): 18 619 062 488

Email address: rentals@formeproject.com.au

Registration number (RLA): RLA249363

Note: The Landlord must notify the Tenant within 14 days if any of this information changes.

Details of any person with superior title to the Landlord

Full name: _____

Address: _____

_____ State: _____ Postcode: _____

Forms Live Sign
Page: 2 / 11
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4. Tenant details

Each Tenant that is a party to the agreement must provide their details here.

Full name of **Tenant 1**: Hayley McMillan
Phone number: 0422 638 015 ABN/ACN:
Email for service of notices or documents: hayley.mcmillan@myer.com.au

Full name of **Tenant 2**: Allan Magistrado
Phone number: 0422 837 461
Email for service of notices or documents: allan76@outlook.com.au

Full name of **Tenant 3**:
Phone number:
Email for service of notices or documents:

Full name of **Tenant 4**:
Phone number:
Email for service of notices or documents:

Note: If there are more than four tenants, include details on an extra page.

5. Length of the agreement

Fixed term agreement

Start date: 06 / 06 / 2025
(this is the date the agreement starts and you may move in)
End date: 07 / 06 / 2026

Note: If the term is 90 days or less, include a Short Fixed Term Tenancies Notice (Form 1).

Periodic agreement (monthly)

Start date:

Note: A periodic (e.g. month by month) tenancy agreement will be formed at the end of the fixed term agreement if the Landlord and Tenant do not sign a new fixed term agreement and the Tenant stays in the property.

6. Rent

Rent amount (\$) (payable in advance) \$1170

To be paid per week fortnight calendar month

Day rent is to be paid Fortnightly on Fridays
(e.g. each Thursday or the 11th of each month)

Date first rent payment due: 06 / 06 / 2025

Does a rent control notice apply in respect of the premises? Yes No

7. Bond

The maximum bond is:

- (a) if the rent is less than \$800 per week – four weeks' rent; or
- (b) if the rent is more than \$800 per week – six weeks' rent.

Bond amount (\$): \$2340

Date bond payment due: 15/05/2025

8. Domestic appliances requiring instructions

(List the appliances here. Manufacturers manuals, or written or oral instructions must be provided to the Tenant.)

[Empty box for listing domestic appliances and instructions]

9. Details of embedded electricity network

Is electricity supplied to the premises via a connection point that is part of an embedded network? Yes No

If yes, the Landlord must provide the following information –

(a) General information about the nature, benefits and potential consequences of participating in an embedded network:

(b) Details of the retailer for the embedded network

Name: _____ ABN: _____

Phone: _____ Email: _____

Website: _____


Tariffs that apply: _____

(c) Metering arrangements and potential costs of participating in the embedded network:

(d) Cost apportionments per kilowatt hour for any bundled utilities arising from participation in the embedded network:

10. Method of rent payment

(Landlord to tick available methods of rent payment. At least one method must be electronic.)

direct deposit bank deposit cash cheque or money order 

other electronic form of payment EFT

Payment details (if applicable): _____

BSB no. 085005 Account no. 146626735

Account name Forme Rentals Trust Account

Payment reference Your Full Name

11. Water consumption

The Tenant is required to pay water charges as detailed and as allowed under the Act:

All water use and supply charges Water use only Supply charge only
 All water usage over and above _____ kL per _____ No charge for water
 Other (*specify*)

12. Utilities

The following utilities/services are separately metered or supplied to the premises and the Tenant will pay rates and charges as consumed:

electricity other: _____
 gas other: _____
 water other: _____

The following utilities/services are not separately metered or supplied to the premises and the Tenant will pay a portion of the rates and charges using the following method of apportionment:

Service	Apportionment
Water Usage	2.54%
Gas Usage	2.54%
_____	_____
_____	_____

13. Inspection sheet

The Landlord or Landlord's agent must give each Tenant a signed copy of the inspection sheet at the time the Tenant commences occupation of the premises.

(Landlord (or landlord's agent) to tick as appropriate)

The inspection sheet has been provided.

The inspection sheet will be provided to the Tenant on or before the date the agreement starts.

14. Notice of Landlord's intention to offer premises for sale

The Landlord has advertised or intends to advertise the premises for sale or has entered into a sales agency agreement for the sale of the premises: Yes No

PART B GENERAL TERMS AND CONDITIONS**1. Residential Tenancies Act 1995**

- 1.1 This agreement is subject to the *Residential Tenancies Act 1995 (SA) (Act)* and *Residential Tenancies Regulations 2010 (SA) (Regulations)*.
- 1.2 If there is any inconsistency between a provision of this agreement and the Act or Regulations, unless the Act or Regulations permit otherwise, the Act or Regulations will prevail to the extent of the inconsistency.

2. Rent

- 2.1 The Tenant must pay the rent at the times and in the manner set out in Part A of this agreement.
- 2.2 The Landlord must give the Tenant written notice of a proposed rent increase in accordance with the Act.
- 2.2 Rent cannot be increased more than once every 12 months.

3. Utilities

The Tenant must pay for all services to the premises including electricity, gas, telecommunications and water (unless provided otherwise in Part A of this agreement) as consumed.

4. Tenant's obligations

The Tenant must not:

- 4.1 use the premises for any other use than its place of residence;
- 4.2 permit, cause or use the premises for any illegal or unauthorised purpose;
- 4.3 damage the premises or permit or allow any of its invitees to damage the premises (other than fair wear and tear);
- 4.4 make any modifications or alterations to the premises without the Landlord's written consent unless the modification or alterations are prescribed under the Act. The Landlord must comply with the Act in granting or refusing its consent;
- 4.5 use any of the Landlord's fixtures or fittings for any other use than the intended use;
- 4.6 cause or permit any interference, nuisance or an invasion of peace or privacy to any neighbouring premises;
- 4.7 park any vehicles, motorcycles, bicycles or scooters inside the premises and only park such vehicles in an area allocated specifically for the Tenant for such use or as agreed to by the Landlord;
- 4.8 use any machinery or equipment owned by the Landlord and left on the premises other than in accordance with the Landlord's or manufacturer's instructions;
- 4.9 permit any other person than the persons agreed by the Landlord to remain on the premises for more than 14 days; or
- 4.10 smoke or permit any invitee to smoke within the premises.

5. Condition of the premises**5.1 The Landlord:**

- 5.1.1 must ensure that the premises comply with any minimum housing standards, and are vacant and reasonably clean when the Tenant moves in;
- 5.1.2 must maintain the premises and ancillary property in a reasonable state of repair having regard to their age, character and prospective life; and
- 5.1.3 will comply with requirements in relation to minimum efficiency standards for appliances, fittings or fixtures.

5.2 The Tenant:

- 5.2.1 must replace any ancillary property lost or destroyed while in the care of the Tenant;
- 5.2.2 must take all reasonable care not to damage the premises;
- 5.2.3 must promptly notify the Landlord of damage to the premises;
- 5.2.4 must keep the premises in a reasonably clean condition (subject to reasonable wear and tear);
- 5.2.5 must replace at its own cost all blown or damaged light bulbs, LED lights and fluorescent tubes throughout the tenancy and ensure that all lighting is in a working condition at the end of the tenancy;
- 5.2.6 must make good any damage to the premises caused by the Tenant or its invitees (other than fair wear and tear);
- 5.2.7 must keep the premises clear of any rubbish;
- 5.2.8 must dispose of rubbish in accordance with council rules/guidelines and use the appropriate bins provided by or recommended by council;

- 5.2.9 must regularly maintain the gardens (including but not limited to mowing lawns, removing weeds and watering plants, shrubs, trees and flowers) to the same standard as at the commencement of this agreement;
- 5.2.10 must not do anything which may damage or block any drains (including but not limited to gutters, downpipes and stormwater drains);
- 5.2.11 must keep the premises clean and free from mould, fungi and damp caused by the Tenant's use of the premises; and
- 5.2.12 must (if the premises contains a swimming pool) regularly maintain at its own cost the pool and associated equipment to the same standard as at the commencement of this agreement.

6. Repairs by Landlord

- 6.1 The Tenant must notify the Landlord, in writing, as soon as practicable of a defect requiring repair, including:
 - 6.1.1 damage to the premises.
 - 6.1.2 a breakdown of facilities, fixtures, furniture or equipment supplied by the Landlord.
- 6.2 The Landlord must carry out urgent repairs promptly and non-urgent repairs in a reasonable time having regard to the nature of the repair.

7. Emergency repairs

In the case of an accident or damage occurring outside of normal business hours and which may pose a risk to life, health or security of the premises, the Tenant must comply with the Landlord's agent's procedures for after-hours emergencies notified to the Tenant from time to time.

8. Alterations

- 8.1 The Tenant:
 - 8.1.1 must obtain the Landlord's consent before making any alteration or addition to the premises;
 - 8.1.2 will be responsible for the cost of the alteration or addition;
 - 8.1.3 must, at the end of the tenancy, return the premises to its former state as if the alteration or addition had not been made (unless otherwise agreed with the Landlord);
 - 8.1.4 may only remove a fixture the Tenant has installed if removing it would not cause damage to the premises; and
 - 8.1.5 must repair, or compensate the Landlord for repairing, any damage caused by the Tenant in making an alteration or addition, or in removing a fixture.
- 8.2 The Landlord:
 - 8.2.1 will not unreasonably withhold consent if the alteration or addition is:
 - (a) minor in nature;
 - (b) necessary to provide infrastructure of a prescribed kind;
 - (c) reasonable and necessary for a Tenant with a disability and would not significantly change the premises; or
 - (d) reasonable and necessary for a Tenant with mobility needs relating to their age and would not significantly change the premises; and
 - 8.2.2 may refuse consent if:
 - (a) the alteration would significantly change the premises;
 - (b) the alteration would require modifications to any common areas;
 - (c) the alteration would result in noncompliance with any law;
 - (d) any action required to restore the premises would not be reasonably practicable; or
 - (e) a valid notice of termination has been given to the Tenant.

9. Security of premises

- 9.1 The Landlord will provide and maintain locks and other security devices to ensure the premises are reasonably secure.
- 9.2 Neither the Landlord nor the Tenant may alter, remove or add a lock or security device without the consent of the other party (other than locks on the letterbox), except in the case of domestic abuse in accordance with the Act. Consent will not be unreasonably withheld.

10. Access and entry

- 10.1 The Landlord (or Landlord's agent) may enter the premises:
- 10.1.1 in an emergency;
 - 10.1.2 to collect rent by arrangement with the Tenant, if required;
 - 10.1.3 to inspect the premises up to four times per year (provided that at least 7 days prior to an inspection, the Landlord must give written notice specifying the purpose of the entry, date and 2-hour window within which the inspection will occur);
 - 10.1.4 to carry out garden maintenance at the request of, or by arrangement with, the Tenant or by giving notice between 7 and 14 days prior to the entry;
 - 10.1.5 to carry out maintenance at the request of the Tenant or after giving 48 hours' notice;
 - 10.1.6 to carry out the requirements of a housing assessment order or housing improvement order after giving 48 hours' notice;
 - 10.1.7 to show the premises to prospective tenants during the 28 days prior to the end of the Tenancy after giving the Tenant reasonable notice;
 - 10.1.8 to show the premises to prospective purchasers no more than twice per week, at times as arranged with the Tenant (or as ordered by the Tribunal if parties cannot agree);
 - 10.1.9 after issuing a notice of breach, to determine if the breach has been remedied after giving the prescribed notice to the Tenant between 7 and 14 days prior to the entry;
 - 10.1.10 for other genuine purposes with consent of the Tenant or by giving notice between 7 and 14 days prior to the entry; and
 - 10.1.11 if the premises have been abandoned.
- 10.2 The Tenant:
- 10.2.1 must allow entry to the premises where the Landlord has followed proper procedure; and
 - 10.2.2 may request to be present when the Landlord or agent is at the premises and reasonable efforts will be made to accommodate the request.

11. Pets

- 11.1 The Tenant must apply to the Landlord for approval to keep a pet on the premises (other than an exempt animal under the Act).
- 11.2 The Landlord may:
- 11.2.1 refuse the application on the grounds specified in the Act;
 - 11.2.2 give approval subject to conditions; and
 - 11.2.3 impose, vary or revoke a condition of approval at any time by giving notice to the Tenant.

12. Assignment or sub-letting

- 12.1 The Tenant must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the Landlord.
- 12.2 The Landlord may give the Tenant notice to vacate if the Tenant assigns or sub-lets the premises without consent.
- 12.3 The Landlord:
- 12.3.1 cannot unreasonably withhold consent to sub-let the premises.
 - 12.3.2 must not demand or receive a fee or payment for consent (but may recover expenses reasonably incurred by the Landlord because of the assignment or subletting).

13. Landlord's obligations

The Landlord will:

- 13.1 if the Landlord determines to sell the premises:
- 13.1.1 give the tenant written notice of the Landlord's intention to sell the premises within 14 days of entering into a sales agency agreement or determining to make the premises available for inspection by prospective purchasers;
 - 13.1.2 will not advertise the premises for sale or make the premises available for inspection by prospective purchasers until 14 days after the Tenant is notified; and
 - 13.1.3 if a contract is entered into for the sale, will notify the Tenant of the name of the purchaser and the date from which rent is to be paid to them;
- 13.2 bear all statutory charges in respect of the premises; and
- 13.3 allow the Tenant quiet enjoyment of the premises without interference by the Landlord.

14. Insurance

- 14.1 The Landlord will insure the premises.
- 14.2 In relation to insurance policies taken out by the Landlord in respect of the premises, the Tenant must not do any act or omission which would make an insurance policy invalid.
- 14.3 The Tenant acknowledges that it will be responsible to insure its contents (at its own cost).

15. Strata or Community Title

- 15.1 If the premises are part of a strata scheme under the *Strata Titles Act 1988* (SA) or a community scheme under the *Community Titles Act 1996* (SA) the Landlord must give the Tenant a copy of the articles or by-laws of the strata scheme or community scheme at the commencement of the tenancy.
- 15.2 The Tenant must comply with the articles or by-laws at all times during the tenancy.

16. Termination

Subject to the Act and without limiting any other rights of termination the Landlord or Tenant may have under the Act:

16.1 Termination at end of fixed term

- 16.1.1 If this agreement is a fixed term agreement the Landlord may terminate this agreement at the expiry of the fixed term by providing at least 60 days' notice to the Tenant (subject to any requirements of the Regulations).
- 16.1.2 If this agreement is a fixed term agreement the Tenant may terminate this agreement at the expiry of the fixed term by providing at least 28 days' notice to the Landlord.
- 16.1.3 If this agreement is not terminated by either party, it continues as a periodic tenancy otherwise on the terms of this agreement until terminated by either party.

16.2 Termination by Landlord for failure to pay rent

If the rent is overdue by at least 14 days, the Landlord may issue the Tenant with a notice of termination for breach.

16.3 Termination by either party for breach

If either party breaches this agreement (and that breach is capable of being remedied), the other party may issue a notice of breach detailing the breach and that if the breach is not remedied within the time specified (being not less than seven days) the tenancy will end. If the breach is not remedied within the time specified in the notice, the tenancy will end on the date specified in the notice.

16.4 Reletting costs

If the Landlord terminates this agreement before the end of the fixed term for breach by the Tenant, the Tenant will be liable to pay the Landlord's reasonable costs of reletting the premises including advertising and reletting fees.

17. End of occupancy

At the expiration or earlier determination of this agreement, the Tenant must:

- 17.1 deliver vacant possession of the premises to the Landlord;
- 17.2 deliver to the Landlord or its agent all keys and security devices;
- 17.3 leave the premises in the same condition (fair wear and tear excepted) as set out in the inspection sheet, including thoroughly cleaning the premises; and
- 17.4 remove all of the Tenant's property and belongings (including fixtures and modifications where required) from the premises and rectify any damage (at the Tenant's cost) caused by such removal.

18. Privacy

- 18.1 As part of the Landlord leasing the premises to the Tenant, the Tenant will be required to give the Landlord or its agent Personal Information (as defined in the *Privacy Act 1998* (Cth)).
- 18.2 Subject to the *Privacy Act 1998* (Cth), the Tenant consents to providing such information and permits the Landlord and/or its agent to:
 - 18.2.1 disclose the information to third parties for the purpose of marketing and sales campaigns, for any purpose stated in the privacy statement given to the Tenant (or the privacy policy of the Landlord's agent), and for any matters, issues or disputes related to this agreement or the tenancy;
 - 18.2.2 to keep on its database for future marketing and sales campaigns or similar (including where the Landlord is not marketing or selling a property);
- 18.3 If the Landlord or its agent is required to maintain a privacy policy in accordance with the *Privacy Act 1998* (Cth), upon request from the Tenant, the Landlord or its agent must provide the Tenant with a copy of its privacy policy.

19. Counterparts

- 19.1 This agreement (identical in form and context) may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument of the relevant agreement.
- 19.2 Each party consents to this agreement and any notices provided under this agreement being signed by any other party in accordance with an electronic communication method and being given or produced by electronic communication, including by link emailed to a party to download an electronic copy.

PART C - ADDITIONAL TERMS

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act or Regulations.

Note: If you need extra space, attach a separate sheet. Both the Landlord and Tenant should sign and date all attachments.

It is hereby noted and agreed that:

1. The Landlord (via the Agent) will reimburse the Tenant for the NBN New Development Fee (Maximum \$300) upon supply of the Tax Invoice to the Agent (if applicable). The tenant shall be responsible for any costs incurred should they require additional connection points/lines for internet/telephone.
2. The agent will take photographs during routine inspections of the building.
3. The tenant must not change the locks without prior written permission from the agent. The tenant here agrees that he/she will surrender to the agent all keys issued at the time of tenant's vacation. This includes all remotes and electronic security devices provided. This provision also applies to any additional devices/keys provided to tenant during the tenancy at the tenants cost.
4. The tenant agrees to abide by the Community Corporation By-Laws, Inc pursuant to section 34 of the Community Titles Act 1996.
5. The agent reserves the right to manually calculate Water & Gas Usage charges based on previous usage at an average daily rate to finalise the tenancy.
6. A fridge/freezer & a washer dryer combo are included in the tenancy.

Forms Live Sign
Page: 11 / 11
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PART D - EXECUTION

Signatures

This agreement is made under the **Residential Tenancies Act 1995 (SA)**.

Landlord

Signature of Landlord 1 (or Landlord's agent)

Signature of Landlord 2 (or Landlord's agent)

St Hansen

Dated 15/05/2025

Dated _____

Tenant

All Tenants listed must sign this agreement.

I/we acknowledge receipt of the *Tenant Information Guide* provided by the Landlord

Signature of Tenant 1

Signature of Tenant 2

Hayley McMillan

Allan Magistrado

Dated 14/05/2025

Dated 15/05/2025

Signature of Tenant 3

Signature of Tenant 4

Dated _____

Dated _____

Note: Each Tenant who is a party to the agreement must sign and date here. If there are more than four Tenants, include details on an extra page.

Any alterations to this agreement must be in writing, signed and dated by the parties.