

The Form 1 Company™

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FORM 1 - VENDOR'S STATEMENT

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

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Preliminary**To the purchaser:**

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

PART A – PARTIES AND LAND**1. Purchaser:**

Address:

2. Purchaser's registered agent:

Address:

3. Vendor:

PETER JOHN DIXON

Address:

604/160 FULLARTON ROAD ROSE PARK SA 5067

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]

604/160 FULLARTON ROAD ROSE PARK SA 5067 BEING LOT 604 IN PRIMARY COMMUNITY STRATA PLAN 20846 BEING THE WHOLE OF THE LAND IN CERTIFICATE OF TITLE VOLUME 6302 FOLIO 362

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

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

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

2 – Time for Service

The cooling-off notice must be served –

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

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

3 – Forms of cooling-off notice

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

4 – Methods of service

The cooling-off notice must be –

- (a) given to the vendor personally; or
- (b) posted by registered post to the vendor at the following address:
604/160 FULLARTON ROAD ROSE PARK SA 5067
(being the vendor's last known address); or
- (c) transmitted by fax or email to the following fax number or email address:
Email: fox@foxrealestate.com.au
(being a number or address provided to you by the vendor for the purpose of service of the notice); or
- (d) left for the vendor's agent (with a person apparently responsible to the agent) at, or posted by registered post to the agent at, the following address:
192 MELBOURNE STREET NORTH ADELAIDE SA 5006

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

Note –

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

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

5 – Effect of service

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

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

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PROCEEDING WITH THE PURCHASE

If you wish to proceed with the purchase –

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

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

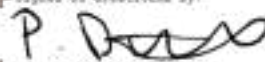
To the purchaser:

I/We, **PETER JOHN DIXON**of **604/160 FULLARTON ROAD ROSE PARK SA 5067**

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: 18-Jun-2026

Signed:

Signed on Greatforms by:

LINTCWWYQJMAAC34U6TCTE228

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:

NilDate: 18/6/2026

Signed:



Vendor's/Purchaser's agent

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

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SCHEDULE – DIVISION 1

PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND

(section 7(1)(b))

Note –

Section 7(3) of the Act provides that this statement need not include reference to charges arising from the imposition of rates or taxes less than 12 months before the date of service of the statement. Where a mortgage, charge or prescribed encumbrance referred to in column 1 of the table below is applicable to the land, the particulars in relation to that mortgage, charge or prescribed encumbrance required by column 2 of the table must be set out in the table (in accordance with the instructions in the table) unless –

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

TABLE OF PARTICULARS

Column 1	Column 2	Column 3
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[If an item is applicable, ensure that the box for the item is ticked and complete the item.]

[If an item is not applicable, ensure that the box for the item is empty or else strike out the item or write "NOT APPLICABLE" or "N/A" in column 1. Alternatively, the item and any inapplicable heading may be omitted, but not in the case of –

- (a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and
- (b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and
- (c) the heading "6. Repealed Act Conditions" and item 6.1; and
- (d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2,

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

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

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

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

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Column 1	Column 2	Column 3
1. General		
1.1 Mortgage of land	Is this item applicable?	☐
<i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Will this be discharged or satisfied prior to or at settlement?	YES / NO
	Are there attachments?	YES / NO
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	Number of mortgage (if registered):	
	Name of mortgagee:	
1.2 Easement (whether over the land or annexed to the land)	Is this item applicable?	☒
Note – "Easement" includes rights of way and party wall rights.	Will this be discharged or satisfied prior to or at settlement?	NO
<i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Are there attachments?	YES
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	PROPERTY INTEREST REPORT	
	Description of land subject to easement:	
	PORTION OF THE LAND IN THE SAID CERTIFICATE OF TITLE	
	Nature of easement:	
	REFER PAGE 12 IN THE PROPERTY INTEREST REPORT FOR DETAILS OF STATUTORY EASEMENTS	
	Are you aware of any encroachment on the easement?	
	NO	
	(If YES, give details):	
	If there is an encroachment, has approval for the encroachment been given?	
	(If YES, give details):	
1.2 Easement (whether over the land or annexed to the land)	Is this item applicable?	☒
Note – "Easement" includes rights of way and party wall rights.	Will this be discharged or satisfied prior to or at settlement?	NO
<i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Are there attachments?	YES
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	CERTIFICATE OF TITLE AND COMMUNITY PLAN 20846	
	Description of land subject to easement:	
	THE LAND MARKED 'J' ON C20846	
	Nature of easement:	
	TOGETHER WITH RIGHT(S) OF WAY ON FOOT ONLY (ACT 9064720)	
	Are you aware of any encroachment on the easement?	
	NO	
	(If YES, give details):	
	If there is an encroachment, has approval for the encroachment been given?	

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Column 1	Column 2 (If YES, give details):	Column 3
1.2 Easement (whether over the land or annexed to the land) Note – "Easement" includes rights of way and party wall rights. <i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> <i>Are there attachments?</i> If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): CERTIFICATE OF TITLE AND COMMUNITY PLAN 20846 Description of land subject to easement: THE LAND MARKED 'J' ON C20846 Nature of easement: TOGETHER WITH EASEMENT(S) (ACT 9064720) Are you aware of any encroachment on the easement? NO (If YES, give details): If there is an encroachment, has approval for the encroachment been given? (If YES, give details):	☒ NO YES
1.2 Easement (whether over the land or annexed to the land) Note – "Easement" includes rights of way and party wall rights. <i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> <i>Are there attachments?</i> If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): CERTIFICATE OF TITLE AND COMMUNITY PLAN 20846 Description of land subject to easement: THE LAND MARKED 'J' ON C20846 Nature of easement: TOGETHER WITH EASEMENT(S) FOR WATER SUPPLY PURPOSES (ACT 9064720) Are you aware of any encroachment on the easement? NO (If YES, give details): If there is an encroachment, has approval for the encroachment been given? (If YES, give details):	☒ NO YES
1.2 Easement (whether over the land or annexed to the land) Note – "Easement" includes rights of way and party wall rights. <i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> <i>Are there attachments?</i> If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): CERTIFICATE OF TITLE AND COMMUNITY PLAN 20846 Description of land subject to easement:	☒ NO YES

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Column 1	Column 2	Column 3
included in the statement even if not applicable.]	THE LAND MARKED 'J' ON C20846 Nature of easement: TOGETHER WITH EASEMENT(S) FOR SEWERAGE PURPOSES (ACT 9064720) Are you aware of any encroachment on the easement? NO (If YES , give details): If there is an encroachment, has approval for the encroachment been given? (If YES , give details):	
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>	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> CERTIFICATE OF TITLE AND COMMUNITY PLAN 20846 Description of land subject to easement: THE LAND MARKED 'J' ON C20846 Nature of easement: TOGETHER WITH EASEMENT(S) FOR DRAINAGE PURPOSES (ACT 9064720) Are you aware of any encroachment on the easement? NO (If YES , give details): If there is an encroachment, has approval for the encroachment been given? (If YES , give details):	☒ NO YES
1.2 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>	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> CERTIFICATE OF TITLE AND COMMUNITY PLAN 20846 Description of land subject to easement: THE LAND MARKED 'J' ON C20846 Nature of easement: TOGETHER WITH EASEMENT(S) FOR GAS SUPPLY PURPOSES (ACT 9064720) Are you aware of any encroachment on the easement? NO (If YES , give details):	☒ NO YES

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Column 1	Column 2	Column 3
	If there is an encroachment, has approval for the encroachment been given? (if YES, give details):	
1.2 Easement (whether over the land or annexed to the land) Note – "Easement" includes rights of way and party wall rights. <i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> <i>Are there attachments?</i> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> CERTIFICATE OF TITLE AND COMMUNITY PLAN 20846 Description of land subject to easement: THE LAND MARKED 'J' ON C20846 Nature of easement: TOGETHER WITH EASEMENT(S) FOR THE TRANSMISSION OF ELECTRICITY BY UNDERGROUND CABLE (ACT 9064720) Are you aware of any encroachment on the easement? NO (if YES, give details): If there is an encroachment, has approval for the encroachment been given? (if YES, give details):	☒ NO YES
1.2 Easement (whether over the land or annexed to the land) Note – "Easement" includes rights of way and party wall rights. <i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> <i>Are there attachments?</i> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> CERTIFICATE OF TITLE AND COMMUNITY PLAN 20846 Description of land subject to easement: THE LAND MARKED 'G' ON C20846 Nature of easement: TOGETHER WITH FREE AND UNRESTRICTED RIGHT(S) OF WAY Are you aware of any encroachment on the easement? NO (if YES, give details): If there is an encroachment, has approval for the encroachment been given? (if YES, give details):	☒ NO YES
1.3 Restrictive covenant <i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> <i>Are there attachments?</i> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	☐ YES / NO YES / NO

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Column 1	Column 2	Column 3
	Nature of restrictive covenant:	
	Name of person in whose favour restrictive covenant operates:	
	Does the restrictive covenant affect the whole of the land being acquired?	
	(If NO, give details):	
	Does the restrictive covenant affect land other than that being acquired?	
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>	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): Names of parties: Period of lease, agreement for lease etc: From To Amount of rent or licence fee: \$ per (period) Is the lease, agreement for lease etc in writing? If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify: (a) the Act under which the lease or licence was granted: (b) the outstanding amounts due (including any interest or penalty):
		☐ YES / NO YES / NO
5. Development Act 1993 (repealed)		
5.1	section 42 – Condition (that continues to apply) of a development authorisation <i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): Condition(s) of authorisation:
		☐ YES / NO YES / NO
5.6	section 57 – Land management agreement	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): CERTIFICATE OF TITLE AND AGREEMENT 8602023 Date of agreement: REFER AGREEMENT 8602023 Names of parties: REFER AGREEMENT 8602023 Terms of agreement: REFER AGREEMENT 8602023
		☒ NO YES

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5.6	section 57 – Land management agreement	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> CERTIFICATE OF TITLE, AGREEMENT 8754397 AND AMENDMENT OF AGREEMENT 9064719 Date of agreement: REFER AGREEMENT 8754397 AND AMENDMENT OF AGREEMENT 9064719 Names of parties: REFER AGREEMENT 8754397 AND AMENDMENT OF AGREEMENT 9064719 Terms of agreement: REFER AGREEMENT 8754397 AND AMENDMENT OF AGREEMENT 9064719	☒ NO YES
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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)	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Nature of condition(s):	☐ YES / NO YES / NO
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[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]

21. Local Government Act 1999

21.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> CITY OF BURNSIDE RATES CERTIFICATE ('RATES CERTIFICATE') Date of notice, order etc: REFER CITY OF BURNSIDE Name of council by which, or person by whom, notice, order etc is given or made: CITY OF BURNSIDE Land subject thereto: 604/160 FULLARTON ROAD ROSE PARK SA 5067 Nature of requirements contained in notice, order etc: PAYMENT OF RATES AND ASSOCIATED COSTS Time for carrying out requirements:	☒ YES YES
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REFER CITY OF BURNSIDE

Amount payable (if any):

REFER RATES CERTIFICATE

29. Planning, Development and Infrastructure Act 2016

29.1 Part 5 – Planning and Design Code

Is this item applicable?



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

NO

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

Are there attachments?

YES

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

CITY OF BURNSIDE SEARCH AND PROPERTY INTEREST REPORT

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

160 FULLARTON RD ROSE PARK SA 5067 LT 604 C20846

ZONES

URBAN CORRIDOR (BOULEVARD) - UC(BO)

OVERLAYS

AIRPORT BUILDING HEIGHTS (REGULATED) - ALL STRUCTURES OVER 45 METRES

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

ADVERTISING NEAR SIGNALISED INTERSECTIONS

THE ADVERTISING NEAR SIGNALISED INTERSECTIONS OVERLAY SEEKS TO ENSURE ADVERTISING NEAR SIGNALISED INTERSECTIONS DOES NOT POSE AN UNACCEPTABLE RISK TO PEDESTRIAN OR ROAD SAFETY.

AFFORDABLE HOUSING

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

DESIGN

THE DESIGN OVERLAY SEEKS TO ENSURE SIGNIFICANT DEVELOPMENT POSITIVELY CONTRIBUTES TO THE LIVEABILITY, DURABILITY AND SUSTAINABILITY OF THE BUILT ENVIRONMENT THROUGH HIGH-QUALITY DESIGN.

HAZARDS (FLOODING - EVIDENCE REQUIRED)

THE HAZARDS (FLOODING - EVIDENCE REQUIRED) OVERLAY ADOPTS A PRECAUTIONARY APPROACH TO MITIGATE POTENTIAL IMPACTS OF POTENTIAL FLOOD RISK THROUGH APPROPRIATE SITING AND DESIGN OF DEVELOPMENT.

MAJOR URBAN TRANSPORT ROUTES

THE MAJOR URBAN TRANSPORT ROUTES OVERLAY SEEKS TO ENSURE SAFE AND EFFICIENT VEHICLE MOVEMENT AND ACCESS ALONG MAJOR URBAN TRANSPORT ROUTES.

NOISE AND AIR EMISSIONS

THE NOISE AND AIR EMISSIONS OVERLAY SEEKS TO PROTECT NEW NOISE AND AIR QUALITY SENSITIVE DEVELOPMENT FROM ADVERSE IMPACTS OF NOISE AND AIR EMISSIONS.

PRESCRIBED WELLS AREA

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THE PRESCRIBED WELLS AREA OVERLAY SEEKS TO ENSURE SUSTAINABLE WATER USE IN PRESCRIBED WELLS AREAS.

REGULATED AND SIGNIFICANT TREE
THE REGULATED AND SIGNIFICANT TREE OVERLAY SEEKS TO MITIGATE THE LOSS OF REGULATED TREES THROUGH APPROPRIATE DEVELOPMENT AND REDEVELOPMENT.

TRAFFIC GENERATING DEVELOPMENT
THE TRAFFIC GENERATING DEVELOPMENT OVERLAY AIMS TO ENSURE SAFE AND EFFICIENT VEHICLE MOVEMENT AND ACCESS ALONG URBAN TRANSPORT ROUTES AND MAJOR URBAN TRANSPORT ROUTES.

Is 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?

YES

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

YES

Note –

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

29.2 section 127 – Condition (that continues to apply) of a development authorisation

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

Is this item applicable?

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

Are there attachments?

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

CITY OF BURNSIDE SEARCH

Date of authorisation:

24/10/2023

Name of relevant authority that granted authorisation:

CITY OF BURNSIDE

Condition(s) of authorisation:

REFER APPLICATION ID 23028063



NO

YES

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

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

1 Name of community corporation:

COMMUNITY CORPORATION 20846 INC

Address of community corporation:

160 FULLARTON ROAD ROSE PARK SA 5067

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 604 : 183 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.

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

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

NOT APPLICABLE

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

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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:

WHITTLES MANAGEMENT SERVICES PTY LTD

Address:

176 FULLARTON ROAD DULWICH SA 5065**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)

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Particulars relating to environment protection



1 – Interpretation

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

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

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

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

YES

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

REFER PAGE 5 IN THE ENVIRONMENT PROTECTION AUTHORITY LETTER ANNEXED HERETO FOR DETAILS OF ACTIVITIES THAT HAVE TAKEN PLACE BEFORE 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.

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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?

YES

- (h) details of a licence issued under the repealed *Waste Management Act 1987* to produce prescribed waste (within the meaning of that Act) at the land?

YES**Note –**

These questions relate to details about licences and exemptions required to be recorded by the EPA in the public register.

If the EPA answers "YES" to any of the questions –

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

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

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

The EPA will not provide details about exemptions relating to –

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

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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.

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

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

- (a) a copy of a report known as a "Health Commission Report" prepared by or on behalf of the South Australian Health Commission (under the repealed *South Australian Health Commission Act 1976*)?

NO

- (b) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*?

NO

- (c) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*?

NO

- (d) a copy of a pre-1 July 2009 site audit report?

NO

- (e) details relating to the termination before completion of a pre-1 July 2009 site audit?

NO

Note –

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

6 – Further information held by councils

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

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

YES

Note –

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

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

It should be noted that –

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

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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.relsa.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 21 inclusive, together with the following annexures and supporting documents (if any):

CERTIFICATE OF TITLE VOLUME 6302 FOLIO 362
PROPERTY INTEREST REPORT
SA WATER, EMERGENCY SERVICES LEVY AND LAND TAX CERTIFICATES
CITY OF BURNSIDE SEARCH
COMMUNITY PLAN 20846
COMMUNITY CORPORATION SEARCH
SCHEME DESCRIPTION 12529533
BY-LAWS 13787417
AGREEMENT 8602023
AGREEMENT 8754397
AMENDMENT OF AGREEMENT 9064719
ENVIRONMENT PROTECTION AUTHORITY LETTER

SIGNED BY THE PURCHASER:

THIS _____ DAY OF _____

 (Signature)

 (Signature)

 (Signature)

 (Signature)

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

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 6302/362)
Date/Time	12/06/2026 11:28AM
Customer Reference	
Order ID	20260612003865

REAL PROPERTY ACT, 1986



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



Certificate of Title - Volume 6302 Folio 362

Parent Title(s)	CT 5845/324, CT 5845/333				
Creating Dealing(s)	AP 14219016				
Title Issued	23/07/2024	Edition	2	Edition Issued	04/10/2024

Estate Type

FEE SIMPLE

Registered Proprietor

PETER JOHN DIXON
OF UNIT 604 160 FULLARTON ROAD ROSE PARK SA 5067

Description of Land

LOT 604 PRIMARY COMMUNITY STRATA PLAN 20846
IN THE AREA NAMED ROSE PARK
HUNDRED OF ADELAIDE

Easements

TOGETHER WITH RIGHT(S) OF WAY ON FOOT ONLY OVER THE LAND MARKED J ON C20846 (ACT 9064720)

TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED J ON C20846 (ACT 9064720)

TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED J ON C20846 FOR WATER SUPPLY PURPOSES (ACT 9064720)

TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED J ON C20846 FOR SEWERAGE PURPOSES (ACT 9064720)

TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED J ON C20846 FOR DRAINAGE PURPOSES (ACT 9064720)

TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED J ON C20846 FOR GAS SUPPLY PURPOSES (ACT 9064720)

TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED J ON C20846 FOR THE TRANSMISSION OF ELECTRICITY BY UNDERGROUND CABLE (ACT 9064720)

TOGETHER WITH FREE AND UNRESTRICTED RIGHT(S) OF WAY OVER THE LAND MARKED G ON C20846

Schedule of Dealings

Dealing Number	Description
8602023	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2) OVER PORTION
8754397	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2) OVER PORTION
9064719	AMENDMENT OF AGREEMENT 8754397



Product	Register Search (CT 6302/362)
Date/Time	12/06/2026 11:28AM
Customer Reference	
Order ID	20280612003865

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
19/05/2016	12529533	SCHEME DESCRIPTION	FILED
13/05/2022	13787417	BY-LAWS	FILED

Registrar-General's Notes

PLAN FOR LEASE PURPOSES VIDE G51/2001

Administrative Interests NIL

Property Interest Report

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

Title Reference	CT 6302/362	Reference No. 2789796
Registered Proprietors	P J'DIXON	Prepared 12/06/2026 11:28
Address of Property	Unit 604, 160 FULLARTON ROAD, ROSE PARK, SA 5067	
Local Govt. Authority	CITY OF BURNSIDE	
Local Govt. Address	PO BOX 9 GLENSIDE SA 5065	

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

Table of Particulars

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

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

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

1. General

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

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

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

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

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

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

also

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

2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

3. **Burial and Cremation Act 2013**

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

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

6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed) <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
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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
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8. Environment Protection Act 1993

8.1	section 59 - Environment performance agreement that is registered in relation to the land	EPA (SA) will respond with details relevant to this item
8.2	section 93 - Environment protection order that is registered in relation to the land	EPA (SA) will respond with details relevant to this item
8.3	section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land	EPA (SA) will respond with details relevant to this item
8.4	section 99 - Clean-up order that is registered in relation to the land	EPA (SA) will respond with details relevant to this item
8.5	section 100 - Clean-up authorisation that is registered in relation to the land	EPA (SA) will respond with details relevant to this item
8.6	section 103H - Site contamination assessment order that is registered in relation to the land	EPA (SA) will respond with details relevant to this item
8.7	section 103J - Site remediation order that is registered in relation to the land	EPA (SA) will respond with details relevant to this item
8.8	section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination)	EPA (SA) will respond with details relevant to this item

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) will respond with details relevant to this item
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) will respond with details relevant to this item
9.	<i>Fences Act 1975</i>	
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
10.	<i>Fire and Emergency Services Act 2005</i>	
10.1	section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor
11.	<i>Food Act 2001</i>	
11.1	section 44 - Improvement notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
11.2	section 46 - Prohibition order	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
12.	<i>Ground Water (Qualco-Sunlands) Control Act 2000</i>	
12.1	Part 6 - risk management allocation	Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
12.2	section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	DEW Water Licensing has no record of any notice affecting this title
13.	<i>Heritage Places Act 1993</i>	
13.1	section 14(2)(b) - Registration of an object of heritage significance	Heritage Branch in DEW has no record of any registration affecting this title
13.2	section 17 or 18 - Provisional registration or registration	Heritage Branch in DEW has no record of any registration affecting this title
13.3	section 30 - Stop order	Heritage Branch in DEW has no record of any stop order affecting this title
13.4	Part 6 - Heritage agreement	Heritage Branch in DEW has no record of any agreement affecting this title also Refer to the Certificate of Title
13.5	section 38 - "No development" order	Heritage Branch in DEW has no record of any "No development" order affecting this title
14.	<i>Highways Act 1926</i>	
14.1	Part 2A - Establishment of control of access from any road abutting the land	Transport Assessment Section within DIT has no record of any registration affecting this title
15.	<i>Housing Improvement Act 1940 (repealed)</i>	
15.1	section 23 - Declaration that house is undesirable or unfit for human habitation	Contact the Local Government Authority for other details that might apply
15.2	Part 7 (rent control for substandard houses) - notice or declaration	Housing Safety Authority has no record of any notice or declaration affecting this title
16.	<i>Housing Improvement Act 2016</i>	

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

17. *Land Acquisition Act 1969*

17.1	section 10 - Notice of intention to acquire	Refer to the Certificate of Title for any notice of intention to acquire also Contact the Local Government Authority for other details that might apply
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18. *Landscape South Australia Act 2019*

18.1	section 72 - Notice to pay levy in respect of costs of regional landscape board	The regional landscape board has no record of any notice affecting this title
18.2	section 78 - Notice to pay levy in respect of right to take water or taking of water	DEW has no record of any notice affecting this title
18.3	section 99 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
18.4	section 107 - Notice to rectify effects of unauthorised activity	The regional landscape board has no record of any notice affecting this title
18.5	section 108 - Notice to maintain watercourse or lake in good condition	The regional landscape board has no record of any notice affecting this title
18.6	section 109 - Notice restricting the taking of water or directing action in relation to the taking of water	DEW has no record of any notice affecting this title
18.7	section 111 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
18.8	section 112 - Permit (or condition of a permit) that remains in force	The regional landscape board has no record of any permit (that remains in force) affecting this title
18.9	section 120 - Notice to take remedial or other action in relation to a well	DEW has no record of any notice affecting this title
18.10	section 135 - Water resource works approval	DEW has no record of a water resource works approval affecting this title
18.11	section 142 - Site use approval	DEW has no record of a site use approval affecting this title
18.12	section 166 - Forest water licence	DEW has no record of a forest water licence affecting this title
18.13	section 191 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
18.14	section 193 - Notice to comply with action order for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
18.15	section 194 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
18.16	section 196 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
18.17	section 207 - Protection order to secure compliance with specified provisions of the Act	The regional landscape board has no record of any notice affecting this title
18.18	section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any notice affecting this title

18.19	section 211 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any notice affecting this title
18.20	section 215 - Orders made by ERD Court	The regional landscape board has no record of any notice affecting this title
18.21	section 219 - Management agreements	The regional landscape board has no record of any notice affecting this title
18.22	section 235 - Additional orders on conviction	The regional landscape board has no record of any notice affecting this title
19. Land Tax Act 1936		
19.1	Notice, order or demand for payment of land tax	A Land Tax Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750. Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au
20. Local Government Act 1934 (repealed)		
20.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Contact the Local Government Authority for other details that might apply
21. Local Government Act 1999		
21.1	Notice, order, declaration, charge, claim or demand given or made under the Act	Contact the Local Government Authority for other details that might apply
22. Local Nuisance and Litter Control Act 2016		
22.1	section 30 - Nuisance or litter abatement notice	Contact the Local Government Authority for other details that might apply
23. Metropolitan Adelaide Road Widening Plan Act 1972		
23.1	section 6 - Restriction on building work	Transport Assessment Section within DIT 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. <i>Natural Resources Management Act 2004 (repealed)</i>		
26.1	section 97 - Notice to pay levy in respect of costs of regional NRM board	The regional landscape board has no record of any notice affecting this title
26.2	section 123 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
26.3	section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
26.4	section 135 - Condition (that remains in force) of a permit	The regional landscape board has no record of any notice affecting this title
26.5	section 181 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
26.6	section 183 - Notice to prepare an action plan for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
26.7	section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
26.8	section 187 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
26.9	section 193 - Protection order to secure compliance with specified provisions of the Act	The regional landscape board has no record of any order affecting this title
26.10	section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any order affecting this title
26.11	section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any authorisation affecting this title
27. <i>Outback Communities (Administration and Management) Act 2009</i>		
27.1	section 21 - Notice of levy or contribution payable	Outback Communities Authority has no record affecting this title
28. <i>Phylloxera and Grape Industry Act 1995</i>		
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 has no record of any notice or order affecting this title

also

Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title.

also

Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title.

also

Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title.

35. *Water Resources Act 1997 (repealed)*

- 35.1 section 18 - Condition (that remains in force) of a permit
- 35.2 section 125 (or a corresponding previous enactment) - Notice to pay levy

DEW has no record of any condition affecting this title

DEW has no record of any notice affecting this title

36. *Other charges*

- 36.1 Charge of any kind affecting the land (not included in another item)

Refer to the Certificate of Title

also

Contact the vendor for these details

also

Contact the Local Government Authority for other details that might apply

Other Particulars

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

- | | |
|--|---|
| 1. Particulars of transactions in last 12 months | Contact the vendor for these details |
| 2. Particulars relating to community lot (including strata lot) or development lot | Enquire directly to the Secretary or Manager of the Community Corporation |
| 3. Particulars relating to strata unit | Enquire directly to the Secretary or Manager of the Strata Corporation |
| 4. Particulars of building indemnity insurance | Contact the vendor for these details
also
Contact the Local Government Authority |
| 5. Particulars relating to asbestos at workplaces | Contact the vendor for these details |
| 6. Particulars relating to aluminium composite panels | Please note that the audit is limited to classes of buildings, and that this note does not confirm the presence or absence of Aluminium Composite Panelling. Contact the vendor for relevant details. |
| 7. Particulars relating to court or tribunal process | Contact the vendor for these details |
| 8. Particulars relating to land irrigated or drained under Irrigation Acts | SA Water will arrange for a response to this item where applicable |
| 9. Particulars relating to environment protection | Contact the vendor for details of item 2
also
EPA (SA) will respond with details relating to items 3, 4 or 5 affecting this title
also
Contact the Local Government Authority for information relating to item 6 |
| 10. Particulars relating to <i>Livestock Act, 1997</i> | Animal Health in PIRSA has no record of any notice or order affecting this title |

Additional Information

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

- | | |
|---|--|
| 1. Pipeline Authority of S.A. Easement | Epic Energy has no record of a Pipeline Authority Easement relating to this title |
| 2. State Planning Commission refusal | No recorded State Planning Commission refusal |
| 3. SA Power Networks | SA Power Networks has no interest other than that recorded on the attached notice or registered on the Certificate of Title |
| 4. South East Australia Gas Pty Ltd | SEA Gas has no current record of a high pressure gas transmission pipeline traversing this property |
| 5. Central Irrigation Trust | Central Irrigation Trust has no current records of any infrastructure or Water Delivery Rights associated to this title. |
| 6. ElectraNet Transmission Services | ElectraNet has no current record of a high voltage transmission line traversing this property |
| 7. Outback Communities Authority | Outback Communities Authority has no record affecting this title |
| 8. Dog Fence (<i>Dog Fence Act 1946</i>) | This title falls outside the Dog Fence rateable area. Accordingly, the Dog Fence Board holds no current interest in relation to Dog Fence rates. |
| 9. Pastoral Board (<i>Pastoral Land Management and Conservation Act 1989</i>) | The Pastoral Board has no current interest in this title |
| 10. Heritage Branch DEW (<i>Heritage Places Act 1983</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:

- requiring the person to take specified action to remove or modify the building or structure within a specified period;
- for compensation from the person for loss or damage suffered in consequence of the contravention; and/or
- 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 wellbore 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	12/06/2026 11:28AM
Customer Reference	
Order ID	20260612003865

Certificate of Title

Title Reference	CT 6302/362
Status	CURRENT
Easement	YES
Owner Number	18483928
Address for Notices	UNIT 604, 160 FULLARTON RD ROSE PARK, SA 5067
Area	NOT AVAILABLE

Estate Type

Fee Simple

Registered Proprietor

PETER JOHN DIXON
OF UNIT 604 160 FULLARTON ROAD ROSE PARK SA 5067

Description of Land

LOT 604 PRIMARY COMMUNITY STRATA PLAN 20846
IN THE AREA NAMED ROSE PARK
HUNDRED OF ADELAIDE

Last Sale Details

There are no sales details recorded for this property

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
AGREEMENT	8602023	
AGREEMENT	8754397	

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1854469149	CURRENT	Unit 604, 160 FULLARTON ROAD, ROSE PARK, SA 5067

Notations

Dealings Affecting Title

NIL

Notations on Plan

Product	Title and Valuation Package
Date/Time	12/06/2026 11:28AM
Customer Reference	
Order ID	20260612003865

Lodgement Date	Dealing Number	Descriptions	Status
19/05/2016 16:00	12529533	SCHEME DESCRIPTION	FILED
13/05/2022 10:24	13787417	BY-LAWS	FILED

PLAN FOR LEASE PURPOSES VIDE G51/2001

Administrative Interests

NEL

Valuation Record

Valuation Number	1854469149
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2001
Property Location	Unit 604, 160 FULLARTON ROAD, ROSE PARK, SA 5067
Local Government	BURNSIDE
Owner Names	PETER JOHN DIXON
Owner Number	18483928
Address for Notices	UNIT 604, 160 FULLARTON RD ROSE PARK, SA 5067
Zone / Subzone	UC(Bo) - Urban Corridor (Boulevard)
Water Available	Yes
Sewer Available	Yes
Land Use	1326 - Sixth Floor Home Unit
Description	5 APRT 2CP
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C20846 LOT 604	CT 6302/362

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$210,000	\$1,125,000			
Previous	\$192,000	\$1,025,000			



Product	Title and Valuation Package
Date/Time	12/06/2026 11:28AM
Customer Reference	
Order ID	20260612003885

Building Details

Valuation Number	1854469149
Building Style	Conventional
Year Built	1960
Building Condition	Very Good
Wall Construction	Brick
Roof Construction	Concrete
Equivalent Main Area	130 sqm
Number of Main Rooms	5

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



Product	Check Search
Date/Time	12/06/2026 11:28AM
Customer Reference	
Order ID	20260612003665

Certificate of Title

Title Reference: CT 6302/362
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
19/05/2016	24/06/2016	12529533	SCHEME DESCRIPTION	FILED	C20846
13/05/2022	29/07/2022	13787417	BY-LAWS	FILED	C20846

Registrar-General's Notes

PLAN FOR LEASE PURPOSES VIDE G51/2001



Account Number 18 54469 14 9	L.T.O Reference CT5845324	Date of issue 15/6/2026	Agent No. 7734	Receipt No. 2789796
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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: P J DIXON
Location: U604 160 FULLARTON RD ROSE PARK LT 604 C20846
Description: 5 APRT 2CP
Capital Value: \$1 125 000
Rating: Residential

Periodic charges

Raised in current years to 30/6/2026

			\$
	Arrears as at: 30/6/2025	:	2.07CR
Water main available:	1/7/2001	Water rates	: 329.20
Sewer main available:	1/7/2001	Sewer rates	: 663.76
		Water use	: 0.00
		SA Govt concession	: 0.00
		Recycled Water Use	: 0.00
		Service Rent	: 0.00
		Recycled Service Rent	: 0.00
		Other charges	: 0.00
		Goods and Services Tax	: 0.00
		Amount paid	: 990.89CR
		Balance outstanding	: 0.00

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

Next quarterly charges: Water supply: Not declared Sewer: Not declared Bill: 15/7/2026

This account has no meter of its own but is supplied from account no 18 54468 51 7.

The Water Use apportionment option is Nil.

The property owner is currently using SA Water Corporation's direct debit system to pay water and sewer charges. Please advise the customer to make arrangements to cease the current direct debit payment method prior to property settlement.



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



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

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

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



**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**



South Australian Water Corporation

Name:

P J DIXON

Water & Sewer Account

Acct. No.: 18 54469 14 9

Amount: _____**Address:**U604 160 FULLARTON RD ROSE PARK LT
604 C20846

Payment Options

EFT**EFT Payment**

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1854469149

**Bill code: 8888**
Ref: 1854469149

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: 1854469149

**Government of
South Australia****South Australian Water Corporation**
250 Victoria Square/Torrtanyangga
Adelaide SA 5000
GPO Box 1751 Adelaide SA 5001**1300 SA WATER**
(1300 729 283)
ABN 69 336 525 019
sawater.com.au



ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

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

PIR Reference No: 2789796

THE FORM 1 COMPANY
GPO BOX 1651
ADELAIDE SA 5001

DATE OF ISSUE

12/06/2026

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NUMBER

18483928

OWNERSHIP NAME

P J DIXON

PROPERTY DESCRIPTION

604 / 160 FULLARTON RD / ROSE PARK SA 5067 / LT 604 C20848

ASSESSMENT NUMBER

1854469149

TITLE REF.

(A "*" indicates multiple titles)

CT 6302/362

CAPITAL VALUE

\$1,125,000.00

AREA / FACTOR

R4

1.000

LAND USE / FACTOR

RE

0.400

LEVY DETAILS:

FINANCIAL YEAR

2025-2026

FIXED CHARGE

\$ 50.00

+ VARIABLE CHARGE

\$ 380.70

- REMISSION

\$ 229.05

- CONCESSION

\$ 0.00

+ ARREARS / - PAYMENTS

\$ -201.65

= 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

10/09/2026



**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

OFFICIAL: Sensitive**Please Note:**

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 Billir Code: 456285 Ref: 7018689217 Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.ibpay.com.au © Registered to iB PAY Pty Ltd ABN 68 679 137 518	 To pay via the internet go to: www.revenuesaonline.sa.gov.au	 Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001
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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.



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: 2789796

THE FORM 1 COMPANY
GPO BOX 1651
ADELAIDE SA 5001

DATE OF ISSUE

12/06/2026

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NAME

P J DIXON

FINANCIAL YEAR

2025-2026

PROPERTY DESCRIPTION

604 / 160 FULLARTON RD / ROSE PARK SA 5067 / LT 604 C20846

ASSESSMENT NUMBER

1854469149

TITLE REF.

(A "*" indicates multiple titles)

CT 6302/362

TAXABLE SITE VALUE

\$210,000.00

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			
= AMOUNT PAYABLE	\$	0.00			

Please Note:

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

ON OR BEFORE 10/09/2026



**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



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

 Billers Code: 456293 Ref: 7018889126 Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au © Registered to bPAY Pty Ltd ABN 69 079 137 518	 To pay via the internet go to: www.revenuesonline.sa.gov.au	 Send your cheque or money order, made payable to the Commissioner of State Taxation, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001
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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.



LOCAL GOVERNMENT SEARCH

Cert0798\26

12/06/2026

The Form 1 Company
GPO Box 1651
ADELAIDE SA 5001

Billing number: 1113308 Valuer General No: 1854469149

Owner: Peter J Dixon

Property Address: 604/160 Fullarton Road ROSE PARK SA 5067

Legal Description: ALLOT 604 Sec 262 CP 20846 Vol 5845 Fol 324

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

Rates and Arrears - prior 30/06/2025	(0.20)
Legal Fees	0.00
Rates for current financial year, which fall due on 01/07/2025 and payable as four instalments on or before 02/03/2026, 01/06/2026	1,970.30
Fines and interest for current financial year (2% fine for each late instalment, and .75% interest rate per month on all other outstanding amounts). Fines and interest are incurred on day 1 of each month	26.10
Less Rate Capping Rebate	0.00
Less amount paid for current financial year	(1,000.00)
Balance of rates and other monies due and payable	\$996.20
Arrears Overdue \$26.10	
Instalment/s Due:	
Due 02/03/2026 \$477.50	
Due 01/06/2026 \$492.60	

ON BEHALF OF THE CITY OF BURNSIDE

Post: PO Box 9, Glenside SA 5065
Civic Centre 401 Greerhill Road, Tasmore SA 5065
Phone (08) 8366 4200 Fax (08) 8366 4299
Email burnside@burnside.sa.gov.au www.burnside.sa.gov.au

Street Numbering

Please note Council's official street number for this property is **604/160 Fullarton Road ROSE PARK SA 5067.**

Regulated and Significant Trees

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

Waste Collection Service

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

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

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

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

Refer to the Kerbside Waste Management Policy for further details.

Payment of Rates at Settlement

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

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

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

To pay these rates via PEXA

Bpay Biller Code: 8722

Reference Number: 1113308



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

Land and Business (Sale and Conveyancing) Act

Property Interest Report

Request No.:	Cert0798126	Date of Issue:	17/06/2026
Applicant:	The Form 1 Company GPO Box 1651 ADELAIDE SA 5001	CT No.:	ALLOT 604 Sec 262 CP 20846 Vol 5845 Fol 324
Property:	604/160 Fullarton Road ROSE PARK SA 5067		

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

PRESCRIBED ENCUMBRANCES AND PARTICULARS REQUIRED

Part 3 – Development Plan, Development Act 1993

• Title or other brief description of zone or policy area in which the land is situated (per the Development Plan):	N/A
• Is the land situated in a designated state heritage area?	N/A
• Is the land designated as a place of local heritage value?	N/A
• Is there a Development Plan Amendment released for public consultation by the Council on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	No
• If Yes, state the name of the Council:	N/A
• Is there a Development Plan Amendment released for public consultation by the Minister on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	No
Section 42 – condition (that continues to apply) of a development authorisation (refer attached for details if applicable):	No

Part 5 - PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016

• Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code)	Z6302 UC(Bo) Urban Corridor (Boulevard) Refer to PlanSA Section 7 Report for further information.
• Is the land situated in a designated state heritage area?	No
• Is the land designated as a place of local heritage value?	Refer to PlanSA Section 7 Report for further information.
• Is there a tree declared to be a significant tree or a stand of trees declared to be significant on the land?	Refer to PlanSA Section 7 Report for further information.
• Is there a Planning and Design Code amendment released for public consultation by the State Planning Commission on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	Yes

REPEALED ACT CONDITIONS	
Condition (that continues to apply) of an approval or authorisation granted under the following Acts (refer attached for details if applicable): - o Building Act 1971 - o City of Adelaide Development Control Act 1976 - o Planning and Development Act 1966 - o Planning Act 1982	No
DEVELOPMENT ACT 1993	
Section 50(1) – requirement to vest land in a Council or the Crown to be held as open space	No
Section 50(2) – agreement to vest land in a Council or the Crown to be held as open space	No
Section 55 – order to remove work or perform work	No
Section 56 – notice to complete development	No
Section 57 – land management agreement	Yes
Section 48 or 58 – for the destruction or control of animal or plants	No
Section 69 – emergency order	No
Section 71 – fire safety notice	No
Section 84 – enforcement notice	No
Section 85(6), 85(10) or 106 – enforcement order	No
Part 11 Division 11 – proceedings	No
FIRE AND EMERGENCY SERVICES ACT 2005	
Section 105F – fire prevention or notice to prevent fires on private land	No
HEALTH – FOOD ACT 2001	
Section 44 – improvement notice	No
Section 46 – prohibition order	No
LOCAL NUISANCE AND LITTER CONTROL ACT 2016	
Section 30 – Nuisance or Litter abatement notice	No
SOUTH AUSTRALIAN PUBLIC HEALTH ACT 2011	
Section 92 Notice	No
LAND ACQUISITION ACT 1969	
Section 10 – Notices of intention to acquire	No
HOUSING IMPROVEMENT ACT 1940	
Section 23 – declaration that house is undesirable or unfit for human habitation	No
LOCAL GOVERNMENT ACT 1934	
Notice, order, declaration, charge, claim or demand given/made under the Act	No
LOCAL GOVERNMENT ACT 1999	
Notice, order, declaration, charge, claim or demand given/made under the Act	No
PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016	
Section 141 – order to remove work or perform work	No
Section 142 – notice to complete development	No
Section 155 – emergency order	No
Section 157 – fire safety notice	No
Section 198(1) – requirement to vest land in a Council or the Crown to be held as open space	No
Section 198(2) – agreement to vest land in a Council or the Crown to be held as open space	No
Part 16 Division 1 – proceedings	No
Section 213, 214(6), 214(10), 222 – enforcement notice	No

PUBLIC AND ENVIRONMENTAL HEALTH ACT 1987

Notice or declaration of insanitary conditions

No

BUILDING INDEMNITY INSURANCE

Approval No.	Insurer	Policy Issued	Contract Date	Builder
NW				

ENVIRONMENT PROTECTION

- | | |
|--|------------|
| <ul style="list-style-type: none"> Does the council hold details of any development approvals relating to
(a) commercial or industrial activity at the land; or
(b) change in the use of the land or part of the land (per the Development Act 1993)? | Yes
Yes |
|--|------------|

Notes**Swimming Pools (if applicable)**

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

APPROVAL NOTICES WITHOUT ON-GOING CONDITIONS

No



Authorised Officer
City of Burnside

Note:

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

OFFICIAL**Data Extract for Section 7 search purposes****Valuation ID 1854469149****Data Extract Date:** 17/06/2026**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: C20846 FL604**Certificate Title:** CT6302/362**Property Address:** UNIT 604 160 FULLARTON RD ROSE PARK SA 5067**Zones****Urban Corridor (Boulevard) (UC(Bo))****Subzones****No****Zoning overlays****Overlays****Airport Building Heights (Regulated) (All structures over 45 metres)**

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

Advertising Near Signalised Intersections

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

Affordable Housing

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

Design

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

Hazards (Flooding - Evidence Required)

OFFICIAL

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

Major Urban Transport Routes

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

Noise and Air Emissions

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

Prescribed Wells Area

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

Regulated and Significant Tree

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

Traffic Generating Development

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

Yes

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/>

OFFICIAL

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.

Application ID: 23028063

Development Description: Land division (Community Title) involving the exchange of carpark and storage, between Units 604 and 708

Site Address: UNIT 604 160 FULLARTON RD ROSE PARK SA 5067; UNIT 708 160 FULLARTON RD ROSE PARK SA 5067

Development Authorisation: Planning and Land Division Consent

Date of authorisation: 24 October 2023

Name of relevant authority that granted authorisation: Assessment Manager at City of Burnside

Condition 1

The development granted Planning Consent and Land Division Consent shall be undertaken and completed in accordance with the stamped plans and documentation, except where varied by conditions below.

Condition 2

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

Development Authorisation: Development Approval: Planning and Land Division Consent

Date of authorisation: 24 October 2023

Name of relevant authority that granted authorisation: City of Burnside

Land Management Agreement (LMA)

- 8602023
- 8754397
- 8602023
- 8754397

Community Plan 20846



SUBSTITUTE SHEET

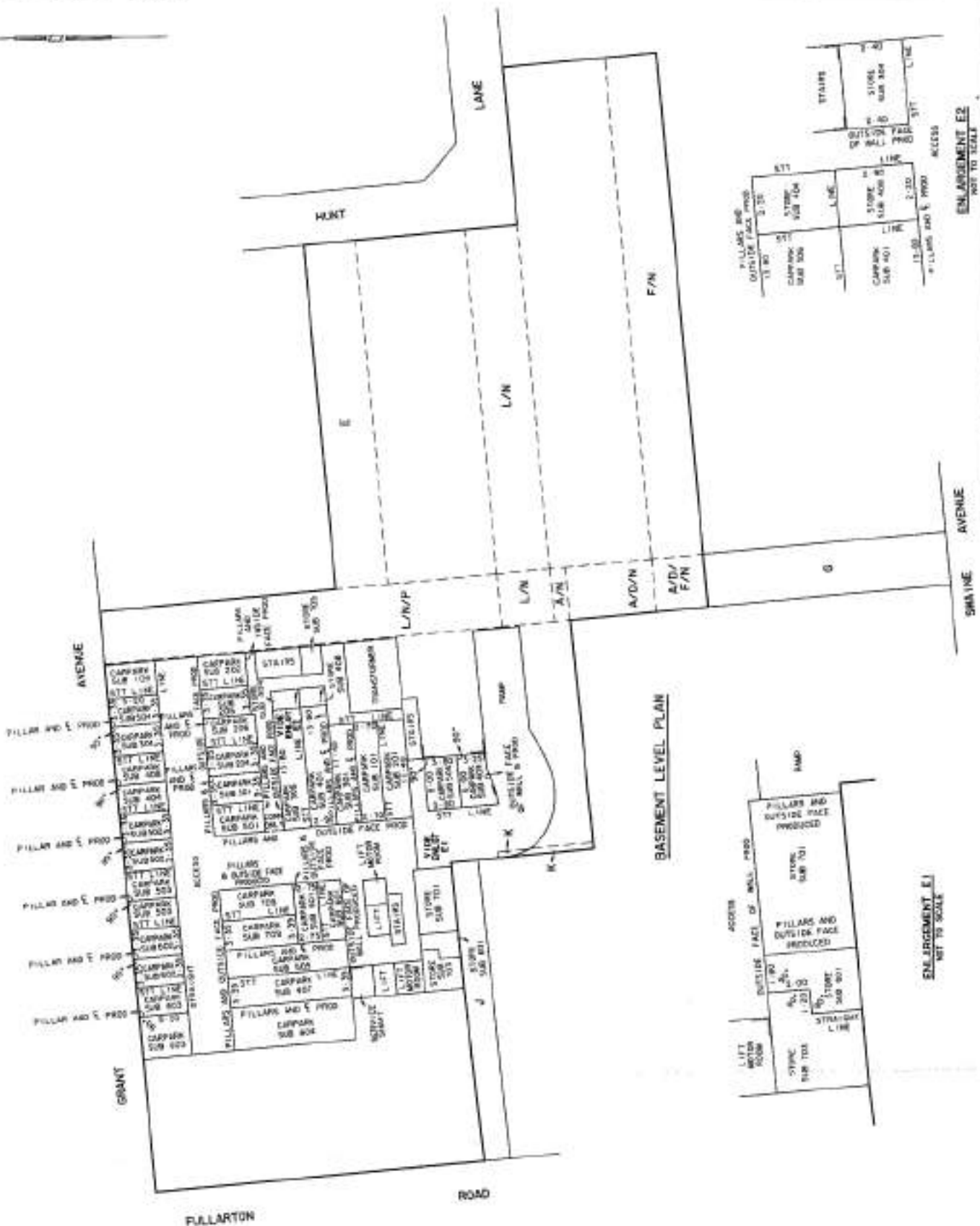
CP 20846
COMMUNITY PLAN NUMBER

PLAN TYPE	BINARY STRATA			
END DATE	2	0	11	2017
Location Service	 J. J. Jones J. J. Jones			
PLAN NUMBER	10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-			

STATEMENTS CONCERNING EMISSIONS AND AGREEMENTS

CERTIFICATE OF AWARDED BACCALAUREA
 REGARDING THE ACHIEVEMENT OF A DIPLOMA IN COMMUNITY PLANS

Alexander & Symonds Pty. Ltd.
11 KING WILLIAM STREET, SYDNEY
P.O. BOX 1008 ROYAL TOWN 2071

[illegible]

CP 20846 COMMUNITY PLAN BOARD

[illegible]

The upper limit of a subsidiary's income as compared to its net worth above the 50% ownership of the company unless it is not in the net worth of the subsidiary. The company's net worth is the net worth of the company.

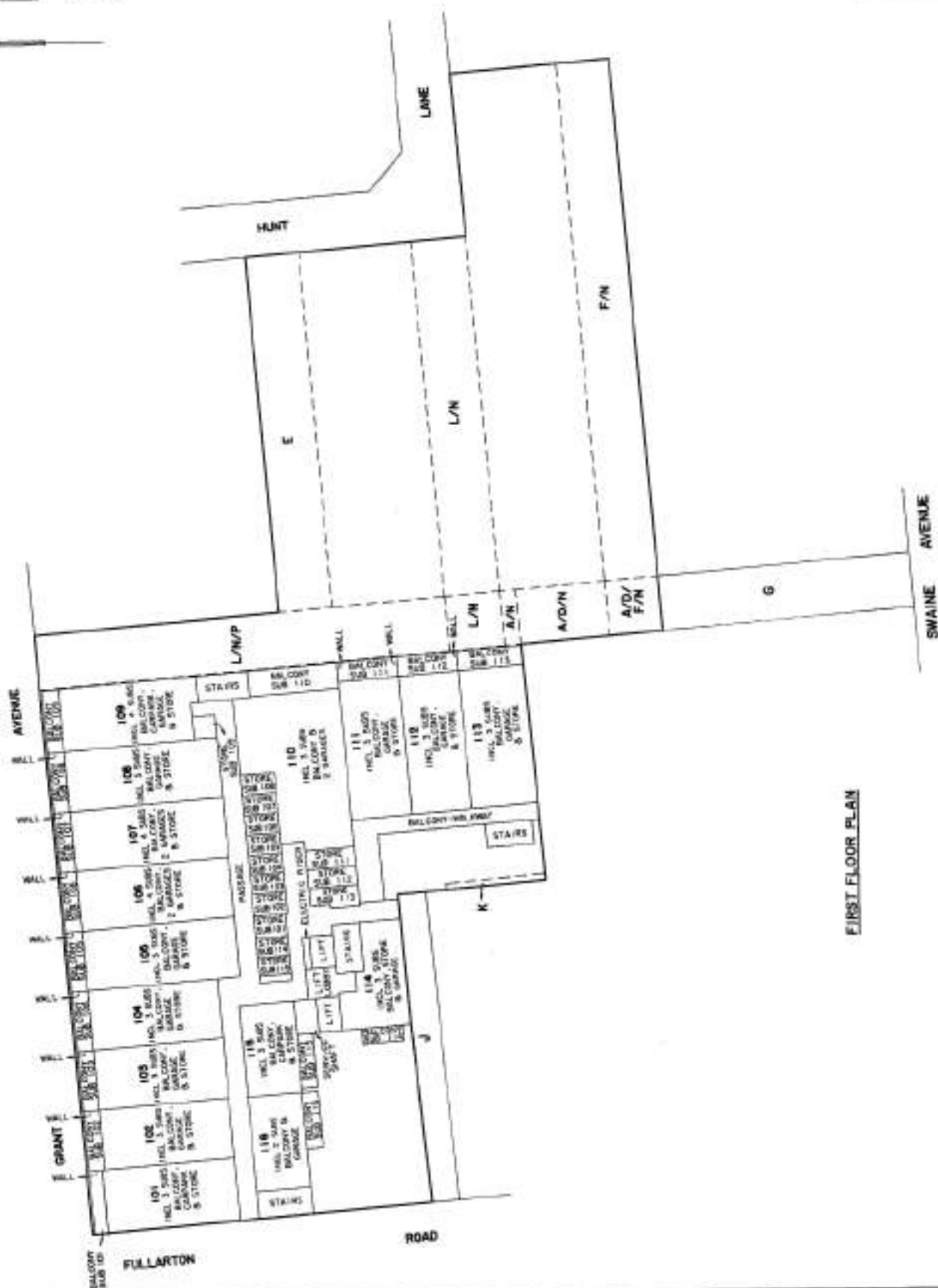
[illegible]

Alexander & Symonds Pty Ltd.
11 KING WILLIAM STREET, GENT TOWN
P.O. BOX 108, GENT TOWN, SA 5091
Tel 08 821 1000 Fax 08 821 0089 A.B.N. 61 61 751 989
MEMBERSHIP 08154 131 1181 13070496, 1010, 1
13070497



THE UPPER LIMIT OF A SUBSIDIARY SLOPE AS BALCONY IS 2.75 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE HORIZONTAL OF ENCLOSING STRUCTURES NOW 2.75 METRES.

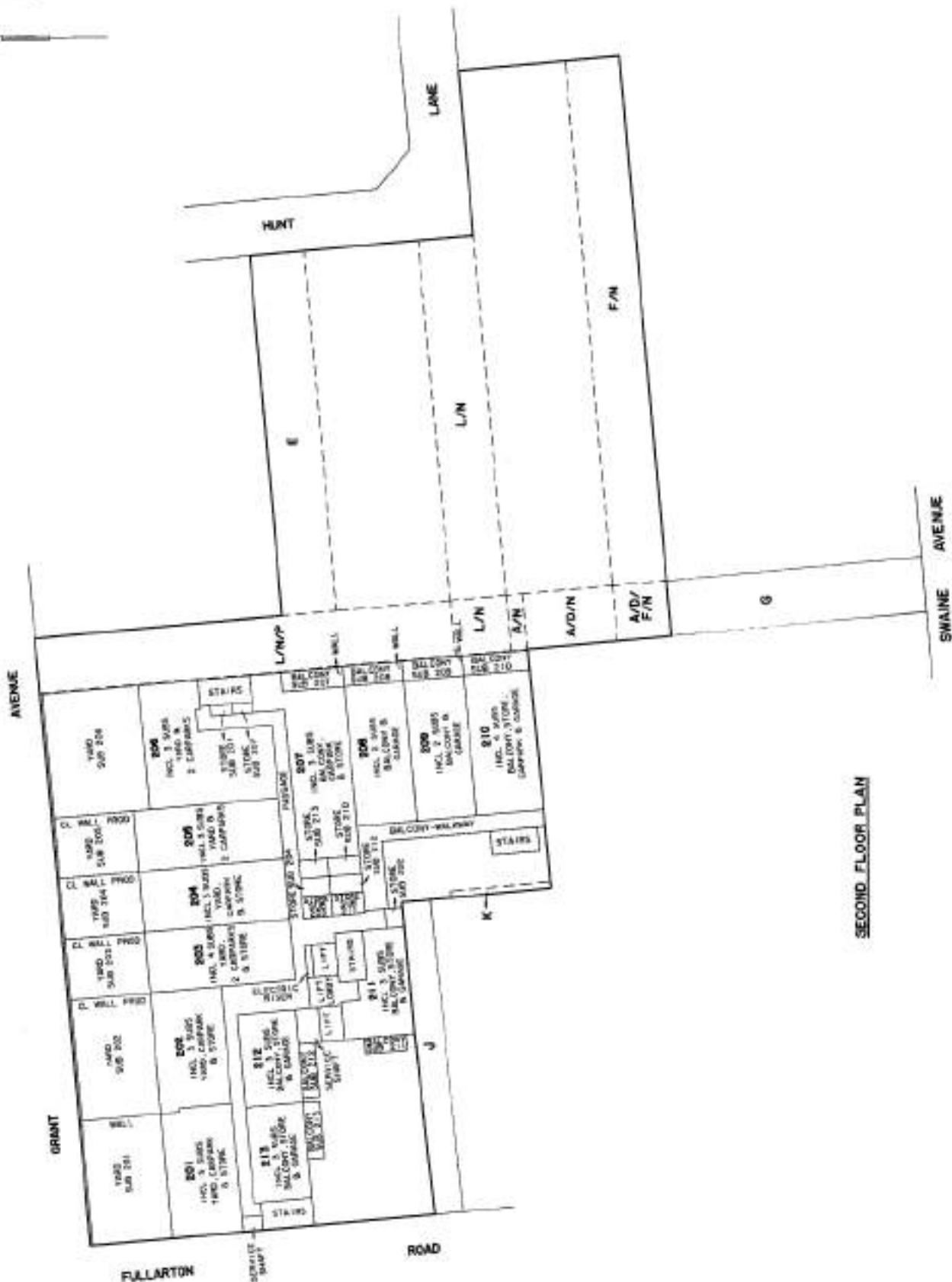
ALEXANDER & SYMONDS PTY. LTD.
11 KINC WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
TEL (080) 2563 1150 FAX (080) 8362 0048
REF A2034482/36
A.C.N. 007 333488



AMENDMENT LODGED

CP 20846	
PLAN TYPE	PRIMARY STUDY
NO. OF SHEET	2 OF 11
DATE	16/2/2011
DESIGNED BY	21/1/11
CHECKED BY	21/1/11
SCALE	1:100
SCHEDULED CONCERNING LEGISLATION AMENDMENT	

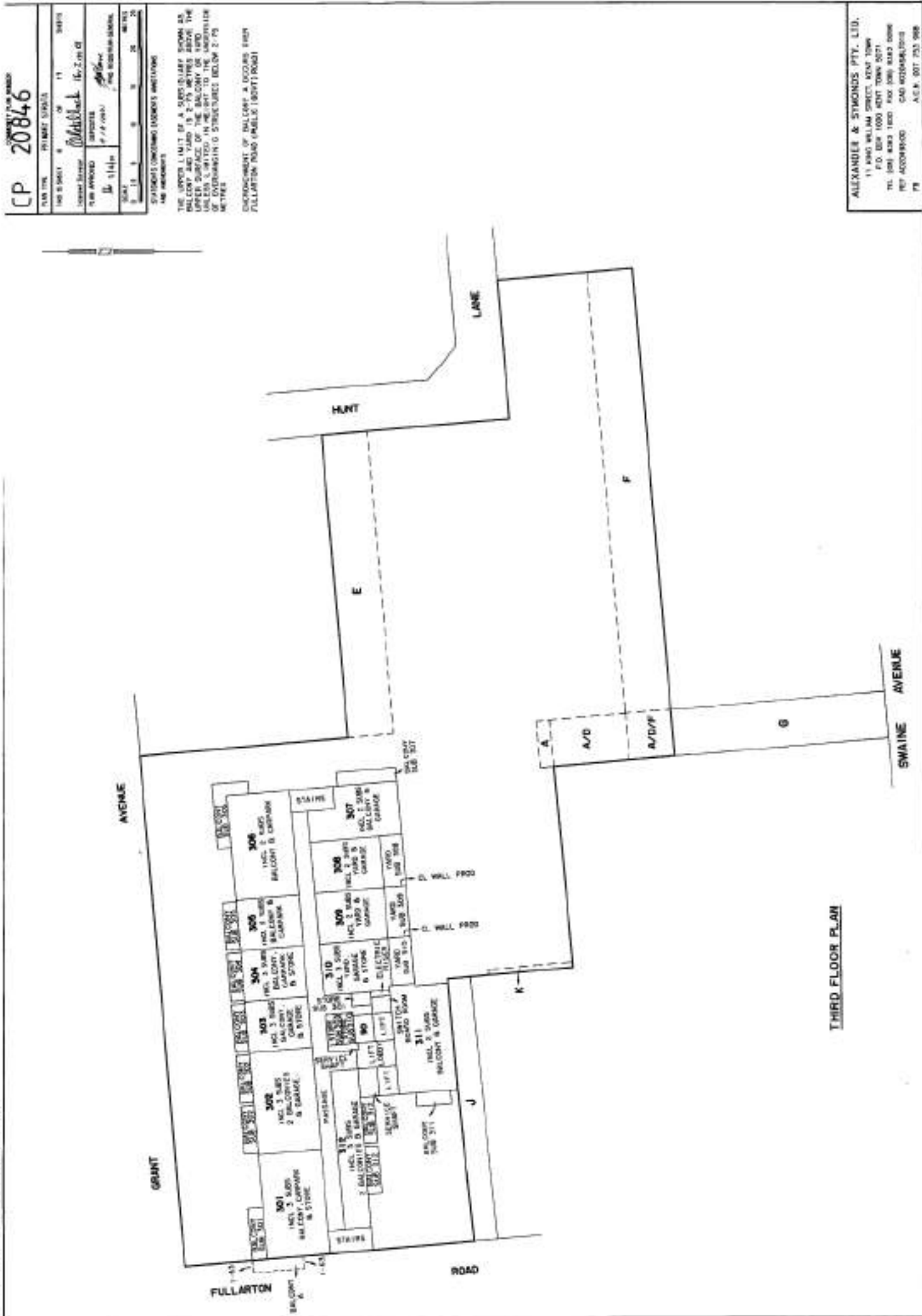
THE UPPER LIMIT OF A SUBSIDIARY STORM AS
BALCONY AND YARD IS 2.75 METRES ABOVE THE
UPPER SURFACE OF THE BALCONY OR YARD
UNLESS LIMITED IN HEIGHT TO THE UNDER-
SIDE OF OVERHANGING STRUCTURES BELOW 2.75
METRES



SECOND FLOOR PLAN

ALEXANDER & SYMONDS PTY. LTD.
11 KING WILLIAM STREET, 4001 TORONTO
P.O. BOX 1000, 4001 TORONTO
TEL: (905) 883-1000 FAX: (905) 883-0009
NOT A REGISTERED CAD 400488.1310
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AMENDMENT LODGED

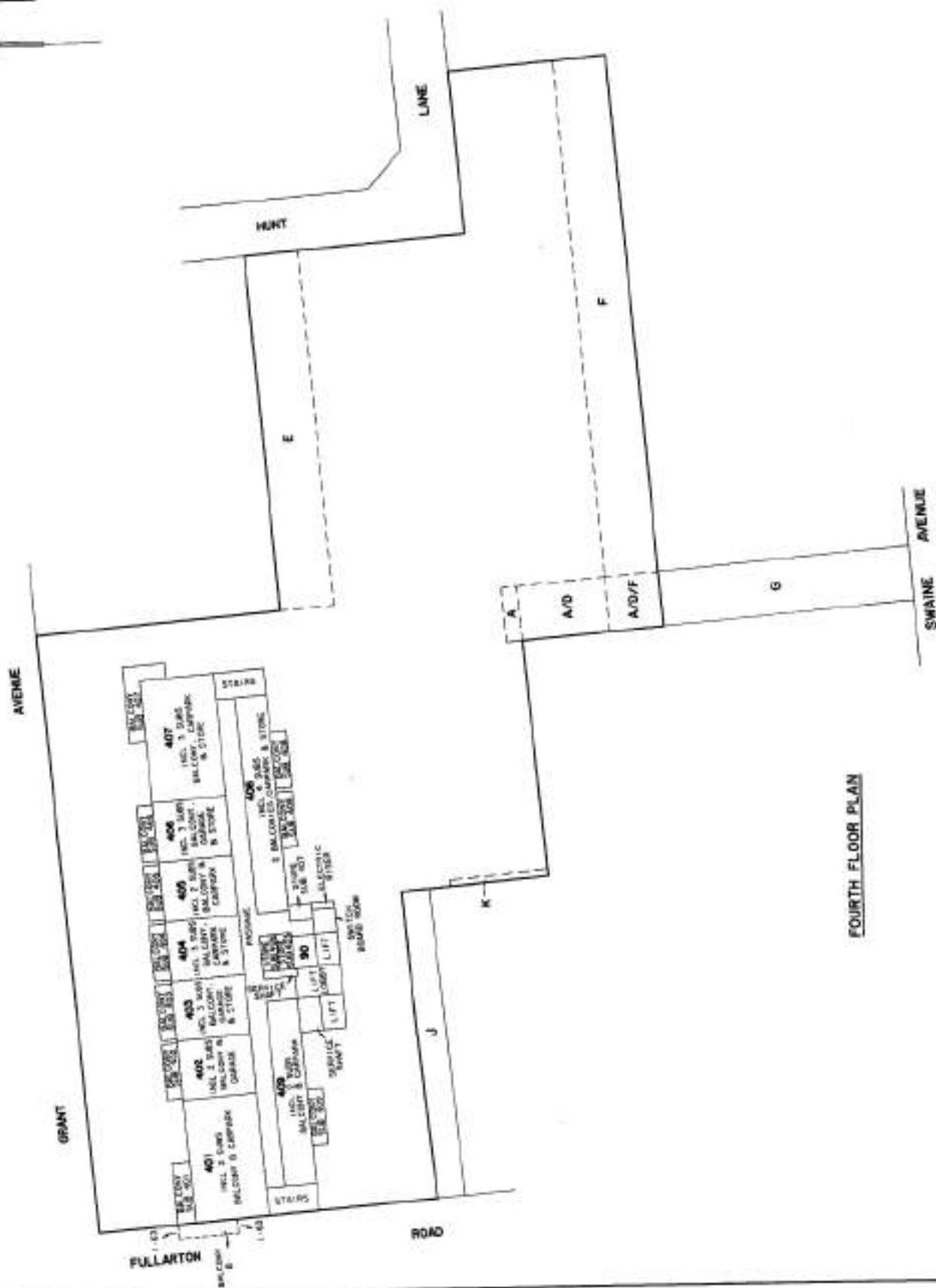


ALEXANDER & SYMONDS PTY. LTD.
11 KING WILLIAM STREET, SYDNEY NSW 2001
P.O. BOX 1000, SYDNEY NSW 2001
TEL: (02) 8383 1000 FAX: (02) 8383 0000
REF: ACP/2008/0000
PAGE 73

THE UPPER LIMIT OF A SUBSIDIAN BLOWN AS
SULPHUR IS 2.15 METRES ABOVE THE UPPER
SURFACE OF THE BALCONY UNLESS LIMITED IN
HEIGHT TO THE UNDERSIDE OF BRIMING
STRUCTURES BELOW 2.75 METRES.

INCREASINGLY, IT IS POINTED OUT THAT THE
INFORMATION FROM THE SOURCE IS NOT
RELIABLE.

ALEXANDER & SYMONDS PVT. LTD.
11 MID WILLIAM STREET, SINGAPORE
P.O. BOX 1000 SINGAPORE 0271
TEL. (20) 5362, 1830 FAX (20) 5362 9099
WEL. 9023-9910 CDS 9023-9910
A.T.N. 837 253 948



FOURTH FLOOR PLAN

TELEPHONE: 01843 811111
FAX: 01843 811112

INVESTMENT IN PUBLIC EDUCATION



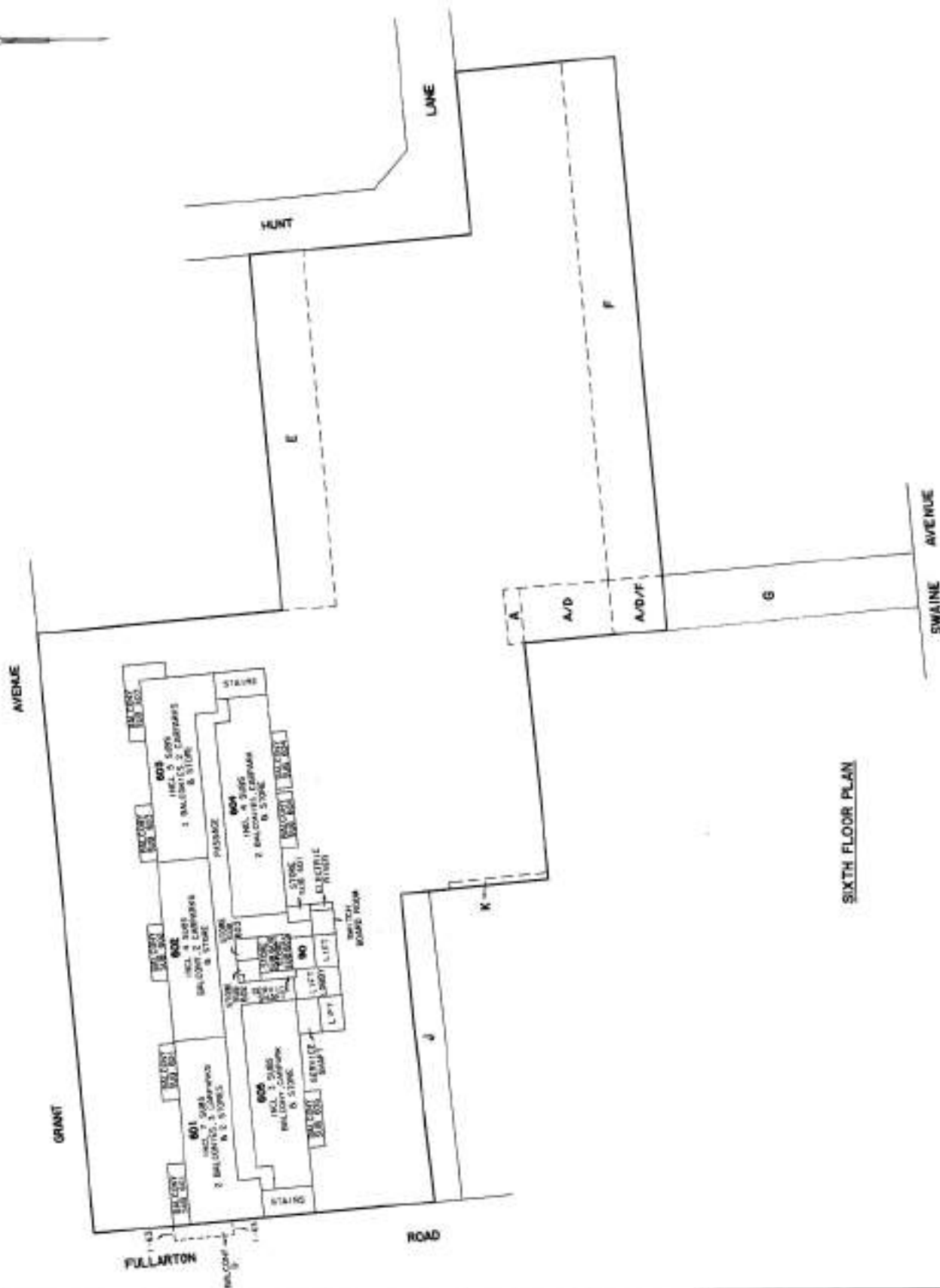
ALEXANDER & STANDARDS PVT. LTD.
11 KING WILLIAM STREET SINGAPORE
P.O. BOX 1300 SINGAPORE 0071
TEL (06) 8263 1000 FAX (06) 8360 0090
TELEX ALEXSING 00 CABLE ALEXSING 1010
A.C.N. 007 15 8000

STABILITY CONCERNING (A2) AND (A3) ARE NOT
 ANY MORE

THE UPPER LIMIT OF A SUBSIDARY SHOWN AS
BAGGARY IS 2.75 METERS ABOVE THE UPPER
SURFACE OF THE BAGGARY LIMESTONE LIMITED IN
HEIGHT TO THE UNDERLIE OF CORKING
TELEPHONES BEING 2.75 METERS

UNIVERSITY OF CALIFORNIA, BERKELEY
 1110 UNIVERSITY AVENUE
 BERKELEY, CALIF. 94720-1380

ALEXANDER & SYMONDS PTY. LTD.
11 KING WILLIAM STREET, SYDNEY
N.S.W. 2000
TEL. (02) 6243 1600 FAX (02) 6243 0088
REF. A220446-00 C&A 4003495.7018
A.C.N. 007 713 888



SIXTH FLOOR PLAN

SUBSTITUTE SHEET

CP 20846 COMMUNITY PLUS MEMBER

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STATISTICS CONCERNING CURRENTS, APPLICATIONS AND METHODS

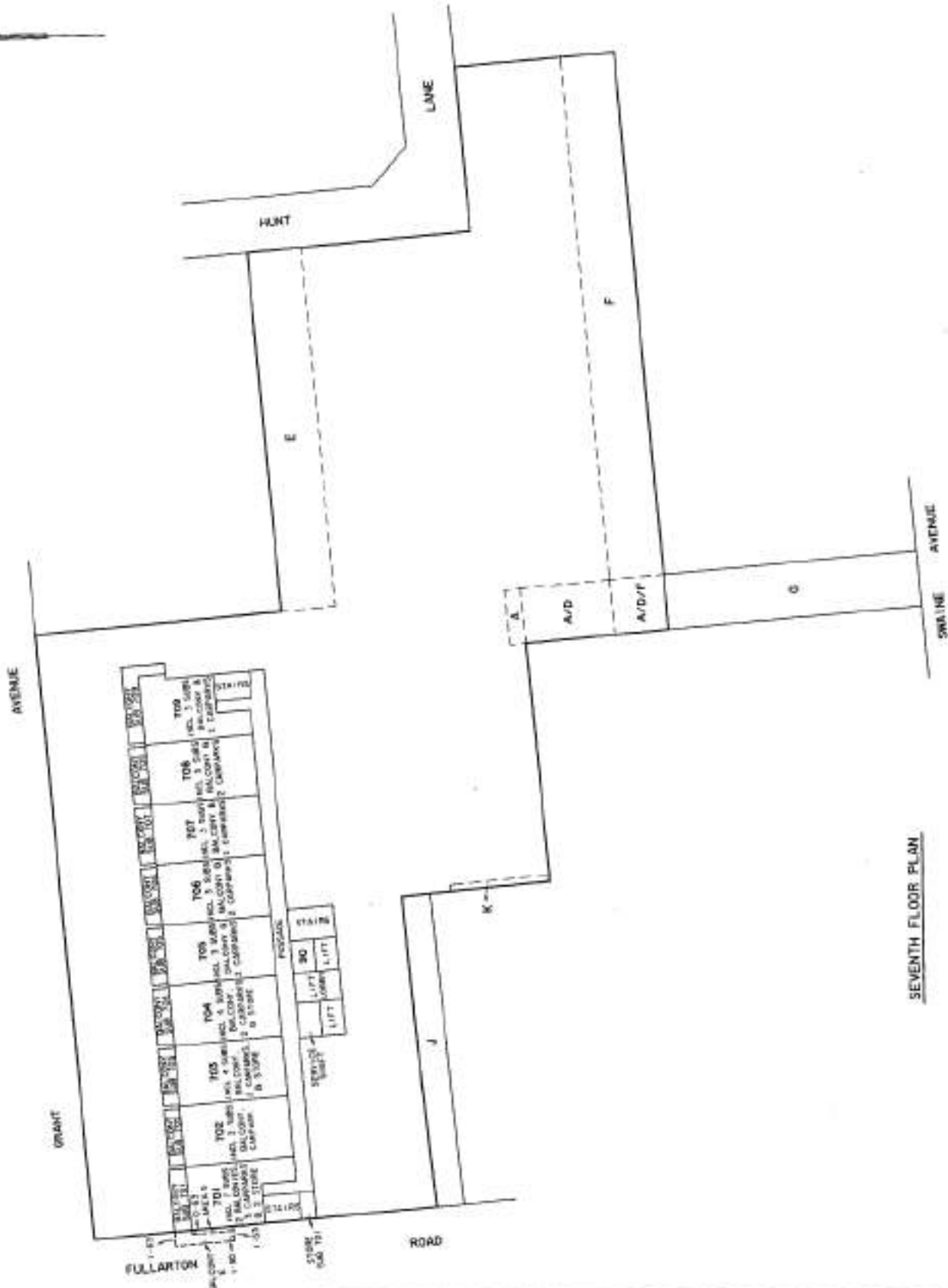
THE UPPER LAYER OF A SUBSIDARY GROM AS
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SURFACE OF THE BALCONY UNLESS LIMITED IN
HEIGHT TO THE DEPTH OF THE OVERHANGING
STRUCTURE'S NO. 2-75 METERS

[illegible]

EXTRACTANT OF KETTEREN BURNING
 FOLLOWING IS SUMMARY OF A RECENT TEST CONDUCTED BY
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Alexander & Symonds Pty. Ltd.
11 KING WILLIAM STREET, 8TH FLOOR
P.O. BOX 1000, LAURENCE FORK, SA 5013
Tel 08 612 1088 Fax 08 600 3099 A.B.N. 62 007 193 888

SEVENTH FLOOR PLAN



1.4.4.10. Comparison Experiment

IMPROVEMENT OF BALCONY & GROUND LEVEL
CALL AFTERNOON ROAD (PARKS SOUTH) ROAD



ALEXANDER & SYMONDS PTY. LTD.
11 KING WILLIAM STREET, HENTON
P.O. BOX 1000 HENTON GUTS
TEL: (081) 8281 1000 FAX: (081) 8302 0099
REF: A220498103 QAD A2234981010
AT 14 2017 1913 0000

AMENDMENT LODGED

LOT ENTITLEMENT SHEET

SUBSTITUTE SHEET

COMMUNITY PLAN NUMBER
C20846

SHEET 1 OF 2

ACCEPTED

25 MAY 2016

PRO REGISTRAR-GENERAL

DEV. No. 180 / C021 / 99

SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENT	SUBDIVIDED	LOT	LOT ENTITLEMENT	SUBDIVIDED
90	90		208	123	
101	126		209	123	
102	121		210	126	
103	121		211	88	
104	121		212	83	
105	123		213	88	
106	123		301	171	
107	123		302	151	
108	123		303	83	
109	133		304	83	
110	148		305	83	
111	118		306	171	
112	118		307	90	
113	121		308	80	
114	83		309	80	
115	78		310	80	
116	83		311	123	
201	173		312	85	
202	168		401	181	
203	133		402	83	
204	133		403	83	
205	133		404	83	
206	181		405	83	
207	141		406	83	

CERTIFICATE OF LAND VALUER

Richard Wood

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 1995.

Dated this 18th day of May 2016

Richard Wood
Signature of Land Valuer

LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
407	181	
408	100	
409	95	
501	186	
502	173	
503	186	
504	90	
505	128	
506	90	
507	88	
601	183	
602	183	
603	183	
604	183	
606	156	
701	375	
702	133	
703	254	
704	249	
705	239	
706	240	
707	248	
708	249	
709	256	
AGGREGATE	10000	

COMMUNITY PLAN NUMBER
C20846

SHEET **2** OF **2**

ACCEPTED

25 MAY 2026

PRO REGISTRAR-GENERAL

180/C021/99
DEV. No. 180 / C021 / 99

SUBSTITUTE SHEET

CERTIFICATE OF LAND VALUER

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

Dated the **24th** day of **May** 20**26**

Richard Wood
Signature of Land Valuer

[illegible]

NOT YET APPROVED

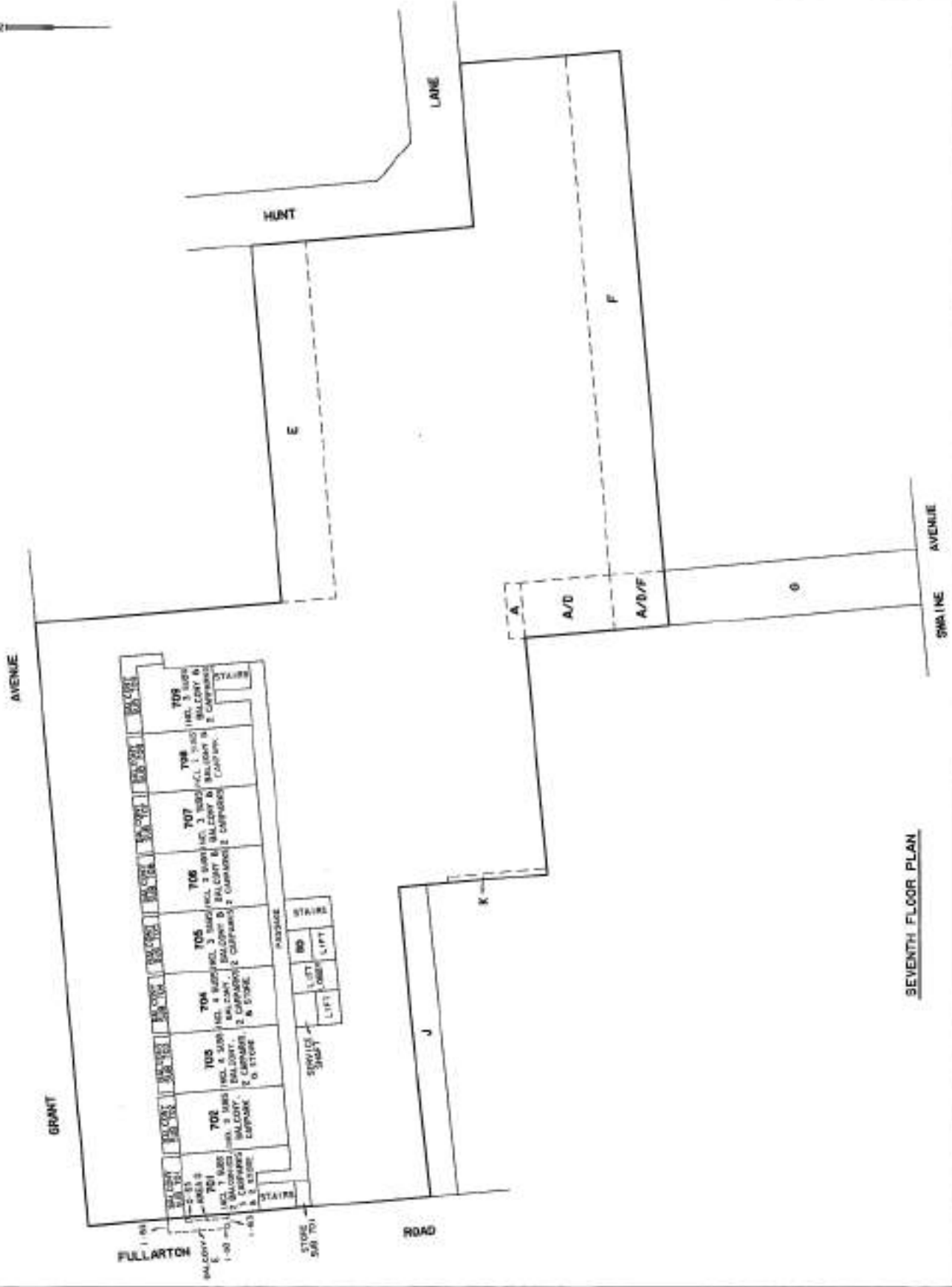
SUBSTITUTE SHEET

CONSULT PLAN NUMBER	
CP 20846	
PLAN TYPE	PROPOSED STRATA
THIS SHEET	10 OF 13 SHEETS
DESIGNED BY	7/10/18
PLAN APPROVED BY	7/10/18
DATE	7/10/18
SCALE	1:100
DATE	7/10/18
SCALE	1:100
DATE	7/10/18
SCALE	1:100

THE UPPER LIMIT OF A SUBSIDARY SHOWN AS BALCONY IS 2.75 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE HEIGHT OF OVERHANGING STRUCTURES BELOW 2.75 METRES

ENCROACHMENT OF BALCONY E AND AREA G EXCEEDS OVER POLLUTION ROAD FRONT 10 METRE FRONT

CONSULT PLAN NUMBER	
CP 20846	
PLAN TYPE	PROPOSED STRATA
THIS SHEET	10 OF 13 SHEETS
DESIGNED BY	7/10/18
PLAN APPROVED BY	7/10/18
DATE	7/10/18
SCALE	1:100
DATE	7/10/18
SCALE	1:100
DATE	7/10/18
SCALE	1:100



SEVENTH FLOOR PLAN

CONSULT PLAN NUMBER	
CP 20846	
PLAN TYPE	PROPOSED STRATA
THIS SHEET	10 OF 13 SHEETS
DESIGNED BY	7/10/18
PLAN APPROVED BY	7/10/18
DATE	7/10/18
SCALE	1:100
DATE	7/10/18
SCALE	1:100
DATE	7/10/18
SCALE	1:100

SUBSTITUTE SHEET
LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER
C20846

SHEET 1 OF 2

ACCEPTED

25 MAY 2016

PRO REGISTRAR-GENERAL

180 / C20846 / 13

DEV. No. 180 / C021 / 99

SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENT	SUBDIVIDED	LOT	LOT ENTITLEMENT	SUBDIVIDED
90	90		208	123	
101	126		209	123	
102	121		210	126	
103	121		211	88	
104	121		212	83	
105	123		213	88	
106	123		301	171	
107	123		302	151	
108	123		303	83	
109	133		304	83	
110	148		305	83	
111	118		306	171	
112	118		307	90	
113	121		308	80	
114	83		309	80	
115	78		310	80	
116	83		311	123	
201	173		312	85	
202	168		401	181	
203	133		402	83	
204	133		403	83	
205	133		404	83	
206	181		405	83	
207	141		406	83	

CERTIFICATE OF LAND VALUER

Richard Wood

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

Dated this 18th day of May 2016

Richard Wood
Signature of Land Valuer

LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
407	181	
408	100	
409	95	
501	185	
502	173	
503	188	
504	90	
505	126	
506	90	
507	88	
601	183	
602	183	
603	193	
604	183	
605	158	
701	375	
702	133	
703	254	
704	249	
705	239	
706	249	
707	249	
708	249	
709	256	
AGGREGATE	10000	

COMMUNITY PLAN NUMBER
C20846

SHEET 2 OF 2

ACCEPTED

25 MAY 2016

PRO REGISTRAR-GENERAL

180/2014/12
DEV. No. 180 / C021 / 99

SUBSTITUTE SHEET

CERTIFICATE OF LAND VALUER

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

Dated the 24th day of May 2016

Richard Woods
Signature of Land Valuer

Community Corporation Search



**Better communities.
The Whittles way.**

176 Fullarton Road
Dulwich SA 5065

08 8291 2300
whittles.com.au

15/06/26

Whittles Management
Services Pty Ltd atf
Whittles Strata Unit Trust
ABN 31 493 603 726

THE FORM 1 COMPANY
LEVEL 1 3-5 MT BARKER ROAD
STIRLING, SA, 5152

Dear Sir/Madam

RE: Community Corporation 20846 Inc.
160 FULLARTON ROAD, ROSE PARK
ABN: 13477121733
Lot: 00604
OWNER: Mr P J Dixon

The following details are provided pursuant to your request for information under the Community Titles Act 1996.

Lot Entitlement Value:

The Lot Entitlement Value is 183 of a total 10000.

Financial Status of the Lot Owner:

The contribution payable to the Administration Fund is currently \$1,449.00 per quarter paid to 14/07/26. GST is included within this contribution. The Administration Fund will increase to \$1,493.00 per quarter, effective 15/07/26.

The contribution payable to the Sinking Fund is currently \$584.00 per quarter paid to 14/07/26. GST is included within this contribution. The Sinking Fund will increase to \$601.00 per quarter, effective 15/07/26.

Arrears are as follows:

Admin Fund: \$0.00	Interest: \$0.00
Sinking Fund: \$0.00	Other Arrears: \$0.00

TOTAL ARREARS ARE: \$0.00 as at 15/06/2026. NEXT CONTRIBUTION IS DUE 15/07/2026.

(NOTE: An interest rate of 15 % per annum calculated daily applies) -

The details provided are, to the best of our knowledge, accurate to this date. As this information could change prior to settlement, Conveyancers are urged to confirm them by telephone

IMMEDIATELY PRIOR TO SETTLEMENT.

Please contact Whittles on 8291 2300 or info.adelaide@whittles.com.au

Known Extraordinary Expenses

Known extraordinary expenses likely to be incurred by the Corporation are as follows:

- ** Moving Levy of \$200 applied to anyone moving in or out
- ** Individual Lot water consumption paid by Community Corporation 20846 Inc.
- ** Common property water consumption paid by Community Corporation 20846 Inc.
- ** Gas Hot Water Agreement with Active Utilities

Please refer to Minutes of Corporation Meetings and other enclosures for other known liabilities.

Special Levies

No special levies payable.

Financial Status of the Community Title

The Corporation's funds are maintained in a bank account at Macquarie Bank Limited.

The fund currently stands to the credit of:

Administrative Fund	\$140,908.78CR
Sinking Fund	\$614,292.11CR (for future projects)

Enclosures

Enclosed are Minutes of General and Management Committee meetings for the past two years.

Also enclosed is a summary of policies, special resolutions and approvals granted by the Corporation. Further details of these are available upon request.

Insurance Details

Refer to the attached Certificate of Currency / Certificate of Insurance.

Records

The Corporation's records of accounts, minutes and other prescribed documentary material can be viewed and are available for inspection at our offices at 176 Fullarton Road, Dulwich during normal working hours.

Due to the COVID-19 pandemic we have adapted our office processes to keep our staff and clients safe while maintaining our professional standards and service levels. As a result of these modified processes we ask that you first contact us by email or telephone if you require an appointment to view those records.

Pets

Please note this property is part of a Strata/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 Strata/Community Plan. Please refer to By-Laws and/or Articles and Resolutions for further details.

Special Notes

Conveyancers should note that it is the Lot holder's legal responsibility to notify the Corporation immediately of a change in ownership, change in address of the owner or change in occupancy of the Lot.

This statement is issued on the basis that any payment by the Lot holder by cheque or otherwise will be honoured at the first presentation.

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

Conveyancers should check with SA Water for any liability for additional water charges, and refer to the Corporation's financial budget for the year to ascertain whether such liability will be met by the Corporation or by the Lot holder.

Yours faithfully

A handwritten signature in black ink, appearing to read 'MN' followed by a stylized surname.

Mark Sorgini
Body Corporate Manager
mark.sorgini@whittles.com.au

WHITTLES MANAGEMENT SERVICES PTY LTD

On behalf of the Corporation 15/06/2026

PLEASE RETURN THIS SLIP IMMEDIATELY SETTLEMENT IS EFFECTED
to - info.adelaide@whittles.com.au

TO: WHITTLES MANAGEMENT SERVICES
 PO BOX 309
 KENT TOWN SA 5071

SETTLEMENT DATE: ____/____/____

PURCHASERS NAME(S): (Attach any extra purchasers details to this document)

Purchaser 1:

First Name

Surname

Purchaser 2:

First Name

Surname

BUSINESS NAME (If Applicable)

TELEPHONE NUMBERS :

MOBILE : _____

HOME: _____

WORK: _____

EMAIL : _____

ACCOUNTS TO BE FORWARDED TO :

CORRESPONDENCE TO BE FORWARDED TO :

The Corporation request that where possible owners elect to receive their correspondence including accounts by email, in an effort to reduce postage and photocopying charges.

BROKER:

The Form 1 Company
 LEVEL 1 3-5 MT BARKER ROAD, STIRLING

Community Corporation 20846 Inc.
 160 FULLARTON ROAD, ROSE PARK
 Lot: 00604
 OWNER: Mr P J Dixon

Mark Sorgini

Administrative Fund Statement of Income & Expenditure

COMMUNITY CORP.20846 INC
160 Fullarton Road ROSE PARK SA 5067
1 March 2025 to 28 February 2026
Printed 25/03/26 14:43

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	279,424.16	282,800.00	(3,375.84)	262,361.14
Interest-Contributions arrears	115.55	0.00	115.55	494.35
Recoverable costs	1,400.36	1,600.00	(199.64)	1,400.36
Recoverable costs-Electricity usage	663.64	0.00	663.64	0.00
Rentals received	73,625.56	58,905.00	14,720.56	59,580.28
Sundry-Recycling	3,789.09	3,300.00	489.09	3,789.09
TOTAL FUND INCOME	359,018.36	346,605.00	12,413.36	327,625.22
FUND EXPENDITURE				
Account Transaction Charges	0.00	100.00	100.00	0.00
Air conditioning	0.00	1,000.00	1,000.00	0.00
Auditor fee	1,600.00	1,600.00	0.00	1,570.00
Caretaking	88,159.25	90,000.00	1,840.75	85,301.67
Cleaning	17,067.28	22,000.00	4,932.72	13,210.49
Common property	18,855.00	10,000.00	(8,855.00)	11,460.76
Debt collection fees	440.00	0.00	(440.00)	3,060.72
Debt collection fees recovery	(456.36)	0.00	456.36	(3,464.36)
Electrical	1,543.00	4,000.00	2,457.00	1,117.50
Fire systems	20,321.15	20,000.00	(321.15)	19,807.91
Grounds	1,927.27	1,000.00	(927.27)	1,263.87
Indoor plant rental	0.00	0.00	0.00	527.76
Insurance claims	8,950.00	6,500.00	(2,450.00)	0.00
Insurance renewals	64,765.34	89,463.00	24,697.66	74,553.55
Legal fees	0.00	2,500.00	2,500.00	7,199.82
Lift	10,817.88	12,200.00	1,382.12	12,071.22
Management - Additional services fee	2,597.99	5,600.00	3,002.01	3,484.00
Management - Agreed Services	12,772.00	12,772.00	0.00	12,400.00
Management - Asset Maintenance Services	1,311.96	1,312.00	0.04	1,179.96
Management - Disbursement Fees	5,616.00	5,616.00	0.00	5,616.00
Owner recovery	(8,044.82)	0.00	8,044.82	(2,937.87)
Pest control	0.00	580.00	580.00	290.91
Petty cash	1,759.91	1,400.00	(359.91)	1,179.66
Plumbing	8,760.43	10,000.00	1,239.57	3,354.03
Reports	6,540.00	5,000.00	(1,540.00)	2,140.00
Rubbish	8,132.17	9,000.00	867.83	7,927.53
Security	3,748.88	2,400.00	(1,348.88)	2,471.88
Security doors	1,784.12	3,200.00	1,415.88	3,662.33
Security gates	0.00	1,200.00	1,200.00	582.00
Taxation	5,533.69	5,000.00	(533.69)	6,661.64
Telephone	0.00	1,500.00	1,500.00	377.17
Utilities-Electricity	19,653.59	21,800.00	2,146.41	17,544.57
Utilities-Water	14,794.41	16,200.00	1,405.59	14,379.77
TOTAL FUND EXPENDITURE	318,950.14	362,943.00	43,992.86	307,994.49
FUND SURPLUS (DEFICIT)	40,068.22	(16,338.00)	56,406.22	19,630.73

Administrative Fund Statement of Assets & Liabilities

COMMUNITY CORP.20846 INC
 160 Fullarton Road ROSE PARK SA 5067
 28 February 2026
 Printed 25/03/26 14:43

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	106,630.25	86,999.52
Surplus/(Deficit) For Period	40,068.22	19,630.73
TOTAL FUNDS	146,698.47	106,630.25
ASSETS		
Cash at Bank (MBL)	147,629.13	106,541.82
Sundry Receivables	0.00	79.20
TOTAL ASSETS	147,629.13	106,621.02
LIABILITIES		
GST control account	443.76	(433.13)
Unallocated Advances	486.90	423.90
TOTAL LIABILITIES	930.66	(9.23)
NET ASSETS	146,698.47	106,630.25

Sinking Fund Statement of Income & Expenditure

COMMUNITY CORP.20846 INC
 160 Fullarton Road ROSE PARK SA 5067
 1 March 2025 to 28 February 2026
 Printed 25/03/26 14:43

	YTD Actual	YTD Budget	Variance	Last Year
FUND INCOME				
Contributions	114,818.34	116,000.00	(1,181.66)	116,235.74
Interest-External Accounts	10,738.97	0.00	10,738.97	15,618.30
TOTAL FUND INCOME	125,557.31	116,000.00	9,557.31	131,854.04
FUND EXPENDITURE				
Common property	19,920.00	40,000.00	20,080.00	31,829.64
Electrical	0.00	10,000.00	10,000.00	0.00
Fire systems	11,088.00	21,000.00	9,912.00	0.00
Lift	0.00	0.00	0.00	1,720.72
Painting	7,800.00	15,000.00	7,200.00	0.00
Plumbing	3,314.66	20,000.00	16,685.32	1,845.45
Security	0.00	25,000.00	25,000.00	0.00
TOTAL FUND EXPENDITURE	42,122.66	131,000.00	88,877.32	35,395.81
FUND SURPLUS (DEFICIT)	83,434.63	(15,000.00)	98,434.63	96,458.23

Sinking Fund Statement of Assets & Liabilities

COMMUNITY CORP.20846 INC
 160 Fullarton Road ROSE PARK SA 5067
 28 February 2026
 Printed 25/03/26 14:43

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	518,433.07	421,974.84
Surplus/(Deficit) For Period	83,434.63	96,458.23
TOTAL FUNDS	601,867.70	518,433.07
ASSETS		
Cash at Bank (MBL)	160,954.52	188,258.86
Investment Account 1	440,913.18	330,174.21
TOTAL ASSETS	601,867.70	518,433.07
LIABILITIES		
TOTAL LIABILITIES	0.00	0.00
NET ASSETS	601,867.70	518,433.07

Consolidated Statement of Assets & Liabilities

COMMUNITY CORP.20846 INC
 160 Fullarton Road ROSE PARK SA 5067
 28 February 2026
 Printed 25/03/26 14:43

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward	625,063.32	508,974.36
Surplus/(Deficit) For Period	123,502.85	116,088.96
TOTAL FUNDS	748,566.17	625,063.32
ASSETS		
Cash at Bank (MBL)	308,583.65	294,800.68
Sundry Receivables	0.00	79.20
Investment Account 1	440,913.18	330,174.21
TOTAL ASSETS	749,496.83	625,054.09
LIABILITIES		
GST control account	443.76	(433.13)
Unallocated Advances	486.90	423.90
TOTAL LIABILITIES	930.66	(9.23)
NET ASSETS	748,566.17	625,063.32

Notes to the Financial Statements

COMMUNITY CORP.20846 INC
 160 Fullarton Road ROSE PARK SA 5067
 28 February 2026
 Printed 25/03/26 14:43

Investments

Investment	Fund	Bank	Bank Account	Maturity	Amount	Interest
1	Sinking	NAB	784739400	28/05/26	440,913.18	4.50%

Total Investments**440,913.18**

The following balances relate to amounts received or owing as at 28/02/2026

Receivables - Owner Arrears**Unit/Lot Details**

	Admin		Sinking		Total
	Contributions	Final notice fee	Contributions	Other	
00101	1,996.00	44.00	804.00	35.10	2,879.10
00207		88.00	222.65	12.60	323.25
00312	673.00		271.00		944.00
00702	2,086.91	88.00	880.00	113.35	3,168.26
Totals including GST (if applicable)	4,755.91	220.00	2,177.65	161.05	7,314.61

Debtors**Debtor Details**

	Admin	Sinking	Total
	Legal Fees Recovery	Lift	
ZZZOOD 005256	1,000.00		1,000.00
ZZZOOD 002483		2,718.50	2,718.50
Totals	1,000.00	2,718.50	3,718.50

Allocated Advance Payments

Nil

Outstanding Creditors

Nil

Unallocated Advance Payments**Unit/Lot Details**

	Admin
00408	486.90-
Totals	486.90-

Notes to the Financial Statements

COMMUNITY CORP 20846 INC
160 Fullarton Road ROSE PARK SA 5067
28 February 2026
Printed 25/03/26 14:43

Remuneration

Commissions received by Whittles are disclosed in the Services Agreement between the Body Corporate and Whittles

Commissions received by Whittles for the financial year of the body corporate: \$8,618.05

Summary of Significant Accounting Policies

COMMUNITY CORP.20846 INC
160 Fullarton Road ROSE PARK SA 5067
1 March 2025 to 28 February 2026
Printed 25/03/26 14:43

Basis of Preparation

The Body Corporate agent has prepared the financial statements on the basis that the Body Corporate is a non-reporting entity because there are no users dependent on general purpose financial statements. These financial statements are therefore special purpose financial statements that have been prepared to meet the information needs of members.

The financial statements have been prepared in accordance with the significant accounting policies disclosed below, which the Body Corporate agent has determined are appropriate to meet the purposes of preparation. Such accounting policies are consistent with the prior period unless otherwise stated.

Basis of Accounting

The financial statements have been prepared on a cash basis where income is recorded when received and expenditure is recorded when paid and are based on historical costs.

Cash and cash equivalents

Cash and cash equivalents comprise deposits held on call with banks and other short-term highly liquid investments which are readily convertible to known amounts of cash and which are subject to an insignificant risk of change in value.

Goods and Services Tax

Income, expenditure and assets of the Corporation are recognised net of the amount of Goods and Services Tax (GST), except where the GST incurred is not recoverable from the Australian Taxation Office (ATO).

The net amount of GST payable to, or recoverable from, the ATO represents the unpaid portion of the aggregate of GST on income received and expenditure paid and is presented as the GST Control Account on the Statement of Assets and Liabilities.

Income Tax

Income tax is the tax payable on taxable income calculated using applicable income tax rates enacted, or substantially enacted, during the financial year.

Only the non-member income of the Corporation is assessable for income tax purposes, as member income is excluded under the principle of mutuality.

The income tax expense recorded in the Statement of Income and Expenditure represent amounts that have been paid to, or recovered from, the ATO.



MGI Assurance (SA) Pty Ltd
 ABN 31 118 195 547
 212 Greenhill Road, Eastwood 5063
 PO Box 96, Fullarton SA 5063
 Tel: 08 8299 8888
 Fax: 08 8373 1451
 Website: www.mgiadelaide.com.au

INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF COMMUNITY CORPORATION 20846 INC

Report on the Audit of the Financial Report

Opinion

We have audited the accompanying financial report, being a special purpose financial report, of COMMUNITY CORPORATION 20846 INC, which comprises the Statements of Assets and Liabilities as at 28 February 2026 and the Admin Fund and Sinking Fund Income and Expenditure Statements for the year then ended. The financial report has been prepared in accordance with the cash basis of accounting as described in the summary of significant accounting policies. No assets or liabilities are recorded other than cash and bank balances.

In our opinion, the financial report presents fairly, in all material respects, the financial position of COMMUNITY CORPORATION 20846 INC as at 28 February 2026, and of its financial performance for the year then ended in accordance with the accounting policies described in the summary of significant accounting policies and the *Community Titles Act 1996 (SA)*

Basis for Opinion

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Report* section of our report. We are independent of the entity in accordance with the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants* (the Code) that are relevant to our audit of the financial report in Australia. We have also fulfilled our other ethical responsibilities in accordance with the Code.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Emphasis of Matter - Basis of Accounting

Without modifying our opinion, we draw attention to the basis of accounting, which is the cash basis of accounting. The financial report is prepared to provide information to the MEMBERS of COMMUNITY CORPORATION 20846 INC and, as a result, the financial report may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

Responsibility of Management for the Financial Report

Management is responsible for the preparation of the financial report that gives a true and fair view and have determined that the cash basis of accounting is appropriate to meet the needs of members. Management's responsibility also includes such internal control as management determines is necessary to enable the preparation of a financial report that gives a true and fair view and is free from material misstatement, whether due to fraud or error.



MGI Assurance (SA) Pty Ltd
ABN 31 118 195 547
212 Greenhill Road, Eastwood 5063
PO Box 96, Fullarton SA 5063
Tel: 08 8299 8888
Fax: 08 8373 1451
Website: www.mgidelade.com.au

INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF COMMUNITY CORPORATION 20846 INC

In preparing the financial report, management are responsible for assessing the entity's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless management either intend to liquidate the entity or to cease operations, or have no realistic alternative but to do so.

Management is responsible for overseeing the entity's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Report

Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial report.

A further description of our responsibilities for the audit of the financial report is located at the Auditing and Assurance Standards Board website at:

https://www.auasb.gov.au/auditors_responsibilities/ar4.pdf

This description forms part of our auditor's report.

MGI Assurance (SA) Pty Ltd
Chartered Accountants

A handwritten signature in black ink, appearing to read 'Clayton Lawrence', enclosed within a circular stamp or seal.

Clayton Lawrence
Director

Eastwood, South Australia
27 March 2026



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176 Fullarton Road
Dulwich SA 5065

08 8291 2300
whittles.com.au

Whittles Management
Services Pty Ltd atf
Whittles Strata Unit Trust
ABN 31 493 603 726

19 May 2026

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for:

COMMUNITY CORP.20846 INC 160 Fullarton Road, ROSE PARK, SA, 5067.

Management and staff appreciate your confidence in appointing Whittles as your Body Corporate Managers for the coming year, and assure you of our diligent and professional attention to the Corporation's affairs.

For your information, we have forwarded to your Presiding Officer our standard form of contract for execution on the Corporation's behalf which is to be returned to this office for keeping with the Corporation's files.

Should you have any queries or require attention, please do not hesitate to contact the undersigned.

Yours faithfully

Mark Sorgini
Body Corporate Manager



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Minutes of the Annual General Meeting
COMMUNITY CORP.20846 INC

**Minutes of the Annual General Meeting
COMMUNITY CORP.20846 INC**

Meeting Date	Tuesday, 12 May 2026		
Meeting Location	QVA Conference Room, 160 Fullarton Road, ROSE PARK, SA, 5067		
Time	06:00 PM	Closed: 07:00 PM	
Lots Represented	00090	QVA Cafe Pty Ltd	Proxy Name: Whittles
	00102	Mr S E J & Mrs L K Milton	Electronic vote
	00104	P G Abbott	Electronic vote
	00106	Mr G N & Mrs J Terrett	Owner present
	00107	Mr R M & Mrs L M Kelly	Electronic vote
	00110	Cleco Nominees (No 326 Pty Ltd)	Proxy Name: Whittles
	00111	Ms C C I Hatchard	Electronic vote
	00112	Ms A Rieger	Owner present
	00113	Mr J W Cheesman	Owner present
	00203	Mr H A C & Mrs H Hooper	Owner present
	00204	Ms M E Danvers	Proxy Name: Whittles
	00206	Mr K F Tolley	Owner present
	00208	Mr P F & Mrs S J Kilvert	Proxy Name: Whittles
	00209	Mr R A & Mrs L R Uma	Owner present
	00210	Mr W J McDonald	Owner present
	00211	Aspen Square Pty Ltd	Owner present
	00212	K Ruth	Electronic vote
	00213	Ms R E Barson	Owner present
	00303	Ms B M Driver	Owner present (pre-voted)
	00304	Ms V M McGregor-Reid	Proxy Name: Whittles
	00306	Ms M & Mr M Bernardi	Electronic vote
	00307	Mr C Miller	Electronic vote
	00308	P J Gabrielli	Proxy Name: Whittles
	00309	Mr J R Williams	Owner present (pre-voted)
	00311	Mrs J Rahman	Proxy Name: Whittles
	00401	Mr G H & Mrs J A Murray	Electronic vote
	00402	Ms C J Underwood	Owner present
	00403	H R Hubbard & K A Noack	Electronic vote
	00405	Ms B J Coombs	Owner present
	00407	M K Cacas	Proxy Name: Whittles
	00409	Ms L G Besch	Owner present
	00501	M W Williams	Electronic vote
	00502	N A & K M Schoff	Proxy Name: Whittles (pre-voted)
	00504	Mr L J Tolley	Owner present



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Minutes of the Annual General Meeting
COMMUNITY CORP 20846 INC

	00601	D W Sleath & M Skybyneckyi	Electronic vote
	00602	Mr G Olsson	Owner present
	00603	Ms C A Ricketts	Owner present
	00605	Ms C A Cranwell	Owner present
	00701	Mr H A C Hooper	Owner present
	00703	Mrs L R Kelly	Proxy Name: J M Macintosh
	00704	S W & J M Mason	Owner present
	00706	Mr J A Halbert	Owner present
	00707	Mr T S Paech	Electronic vote
	00708	MR R F McClure	Owner present
	00709	J M Mackintosh	Owner present
Chairperson	MR R F McClure, the Presiding Officer, presided over the meeting.		
Additional Attendees	Mark Sorgini representing Whittles Management Services Pty Ltd		
Apologies	R Wood Lot 90 P McDonald 210		
Quorum	The Body Corporate Manager declared a quorum was present (in person or by proxy). Those owners who were in arrears were not considered towards the quorum count.		

Item 1		
Declaration of Interest		
All owners or their nominees are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all members to the agreement for disclosure of all its relevant interests.		

Motion 2		
Acceptance of Minutes	Ordinary Resolution	
It was resolved that in accordance with the provisions of s81(5)(b) of the <i>Community Titles Act 1996</i> , the minutes of the Annual General Meeting held on 27 MAY 2025 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.		
Motion CARRIED.		

Motion 3		
Acceptance of Statement of Accounts	Ordinary Resolution	
It was resolved that in accordance with the provisions of s81(5) (d) of the <i>Community Titles Act 1996</i> (amended), the audited Statement of Accounts for the financial year ending 28 FEB 2026, which have been circulated to all members, were accepted.		
Motion CARRIED.		



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Minutes of the Annual General Meeting
COMMUNITY CORP 20845-NC

Motion 4

Appointment of Manager

Ordinary Resolution

It was resolved that the Body Corporate under s76(9) of the *Community Titles Act 1996*:

- i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services,
- ii. make the appointment for a Term of twelve (12) months, being from the 1 MAR 2026 to 28 FEB 2027 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked,
- iii. authorise limited powers to Whittles Management Services Pty Ltd,
- iv. agree to pay Service Fees to Whittles Management Services Pty Ltd,
- v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and
- vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd.

The Services Agreement is available for viewing at whittles.com.au through your owner portal.

Motion CARRIED.

Election of Office Bearers and Committee

In accordance with s76(1) & 90(1) of the *Community Titles Act 1996*, the meeting appointed the following Office Bearers and Committee Members.

By accepting nomination and election to the committee, members agree to share all contact information with other elected committee members to facilitate efficient communication regarding Body Corporate matters. This consent will remain valid for the duration of their term on the committee.

Limitations Imposed

The Body Corporate Manager advises that the Management Committee and Officers of the Body Corporate do not have powers to resolve matters subject to special or unanimous resolutions.

Committee Meetings should be conducted in accordance with s91 to 99 of the *Community Titles Act 1996*.

An agenda should be forwarded to all committee members and decisions at the meeting minuted, copies of which are to be placed with the Body Corporate records.

Election of Presiding Officer

Mr R F McClure Lot 708 has been elected unopposed as Presiding Officer.

Election of Secretary

Ms L G Besch Lot 409 has been elected unopposed as Secretary.

Election of Treasurer

Mr W J McDonald Lot 210 has been elected unopposed as Treasurer.



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Minutes of the Annual General Meeting
COMMUNITY CORP 20846 INC

Election of Ordinary Member/s

Ms A Rieger Lot 112, Mr G H Murray Lot 401 and Mr J A Halbert Lot 706 were all elected as Ordinary Members.

Item 6

Accredited Contractors (Advice)

Owners are advised that to ensure compliance with work health and safety requirements to protect both contractors and Body Corporates, Whittles only engage accredited contractors who comply with state and territory legislation. If the Body Corporate decides, by act or omission to engage a contractor who is not accredited with Whittles, the Body Corporate acts as the Person Conducting a Business or Undertaking, in regard to the common property for the purposes of occupational health and safety legislation. This means, that if the contractor engaged by the Body Corporate does not have the necessary accreditation, an injured party may seek damages from the Body Corporate.

The Corporate Manager will only request quotations from, and instruct works to be undertaken on behalf of the Body Corporate, by accredited contractors. However, non-accredited contractors invoices will be processed for payment only when instructed to do so by the Body Corporate Chairperson or a person authorised by the Body Corporate to do so.

Item 7

Annual Compliance Register (Advice)

Owners are advised that the *Work Health and Safety Act 2012*, recognises that a Body Corporate's common property is a workplace, as such the Body Corporate is responsible for ensuring the workplace is free from hazard, as far as reasonably practicable. Whittles has established a register to ensure owners are fully aware of their legislative and reporting requirements for the Body Corporate. Many different areas are subject to annual compliance and the Body Corporate Manager may review at the meeting all Body Corporate obligations and where necessary, update any compliance reports required to be held on file.

All legislative compliance reports will be reviewed promptly as required and any maintenance attended to in accordance with Australian Standards or industry best practice using qualified and reputable practitioners. To ensure that the Body Corporate obligations are met and maintained during the year, the Compliance Register will be updated throughout the year.

Item 8

Utility Supplies Review (Advice)

Owners are advised that Whittles Standard Service Agreements include an annual review of common property utility supplies. This will be undertaken by Strata Utility Networks Australia Pty Ltd (if your building is eligible). They will implement any changes without charge where there is a benefit for the Body Corporate.

Item 9

Current Insurance Details (Advice)

A copy of the Body Corporate's current certificate of currency/insurance was available for viewing at whittles.com.au through your owner portal.



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Minutes of the Annual General Meeting
COMMUNITY CORP.20846 INC

Item 10

Insurance Valuation (Advice)

A comprehensive professional valuation for insurance purposes performed in 05/23 recommended insurance cover of \$86,400,000 and is available for viewing at whittles.com.au through your owner portal.

Members at the Meeting were advised that the Management Committee have commissioned an updated valuation to coincide with insurance renewal.

Motion 11

Insurance Renewal

Ordinary Resolution

It was resolved that the Body Corporate Manager is to arrange quotes of the Body Corporate's insurance for a sum insured of \$86,400,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles, for consideration by the Management Committee. A Financial Services Guide is available on request.

Owners are reminded that where repairs are carried out under insurance and the repairs benefit a particular lot, the lot owner may be responsible for the payment of any excess subject to any explicit instructions to the contrary by the Body Corporate.

Whittles recommends consideration be given to the following additional cover options if not already included in the policy; office bearers liability, flood or catastrophe, electrical surge, loss of rent and machinery breakdown.

Contents Insurance

The Body Corporate Manager advises members of the necessity for them to arrange individually for adequate insurance for contents of their lots, inclusive of carpets, drapes, light fittings, etc., whether or not the lot is occupied by the lot owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that lot owners should be separately insured for cover in relation to their own premises.

Motion CARRIED.

12 General Business

Item 12.1

25th Anniversary of QVA

This year represents the 25th Anniversary of the QVA. The Treasurer provided an overview of the complex from a hospital to the current development and highlighted that there are still 18 original owners. He highlighted one of the strengths of the Corporation has been fabric and stability, with a strong focus upon maintaining the property.

The member from 706 provided a reflection on his time as an owner and discussed his tenure as a former Presiding Officer for 7 years in the early days of the Corporation and the struggles the committee of the time faced in addressing issues, specifically with Council regarding street paving. He highlighted the stable nature of the complex and what a great place it is to live, having been resident in the complex for over 25 years.

The owner of 203 and 701 advised the floor that she still has drawings of the development from hospital to the current community and offered to provide them to the Corporation for posterity and it was agreed to provide them to the Building Supervisor, Bikash.



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Minutes of the Annual General Meeting
COMMUNITY CORP 20846 INC

Motion 13

Administrative Fund Budget

Ordinary Resolution

It was resolved that in accordance with s81(5)(d) (iii) of the *Community Titles Act 1996*, the attached Administrative Fund budget be approved and adopted.

Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of \$74,160.00 for the financial year ending 28 FEB 2027.

This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year.

Contributions will be raised in accordance with Lot Entitlement Values.

Motion CARRIED.

Motion 14

Sinking Fund Budget

Ordinary Resolution

It was resolved that in accordance with s116 of the *Community Titles Act 1996*, the attached Sinking Fund budget be approved and adopted.

Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of \$29,870.00 for the financial year ending 28 FEB 2027.

This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year.

Contributions will be raised in accordance with Lot Entitlement Values.

Motion CARRIED.

Motion 15

Insufficient Funds Special Levy Authority

Ordinary Resolution

It was resolved that should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Presiding Officer and/or Management Committee, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with Lot Entitlement Values and must not exceed the sum of \$50,000.00.

If the maximum levy amount is insufficient to meet the relevant expense or expenses, then any additional special levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.

Motion CARRIED.



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Minutes of the Annual General Meeting
COMMUNITY CORP.20846 INC

Motion 16		
Interest Charged on Overdue Contributions/Levies	Ordinary Resolution	
It was resolved that in accordance with the provisions of s114 (4) of the <i>Community Titles Act 1996</i>, the Body Corporate will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date. The Presiding Officer and/or Management Committee is authorised to waive penalty interest charges in extenuating circumstances at their discretion.		
Motion CARRIED.		

Motion 17		
Recovery of Overdue Contributions/Levies	Ordinary Resolution	
It was resolved that in accordance with s114 (7) of the <i>Community Titles Act 1996</i>, Whittles is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of COMMUNITY CORP.20846 INC when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred. Whittles charge the debtor for the issue of a first arrears notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 27 days of the due date. (27 days or more overdue), and when issuing instructions to the debt recovery company. Fees charged by third party providers will be recovered from the debtor at cost per invoice. Owners are advised of the following debt recovery process: 1. Owners are issued their contribution notice approximately 3 weeks before the due date. 2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date. 3. Once 27 days or more overdue, a final notice is issued to the owner incurring a \$44.00 fee. Payment is to be made in full within 21 days from date of issue. 4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued. 5. Once the 21 days has expired, the account will be referred to debt collection, which will incur a Whittles administration fee and an establishment fee from the debt collection agency.		
Motion CARRIED.		



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Minutes of the Annual General Meeting
COMMUNITY CORP 20846 INC

Item 18		
Next Meeting & Closure		
Upon instructions from the Management Committee, the Body Corporate Manager is to set the meeting and forward the appropriate notices to all owners.		

Owners can update their personal details anytime via the **Whittles Owner Portal** at www.whittles.com.au

- Log in using your primary registered email address or mobile number.

For faster delivery, we recommend receiving all correspondence and account notices via email.

Whittles operates a 24/7 emergency maintenance line. For after-hours emergencies, call 1300 778 886.

If you have another property you'd like Whittles to manage, please let your manager know, or request a quote on our website.

BUDGET

COMMUNITY CORP.20846 INC
160 FULLARTON ROAD, ROSE PARK

Year ending February 2027

ADMINISTRATIVE FUND

	Mar-May 26	Jun-Aug 26	Sept-Nov 26	Dec-Feb 27	Annual Total
INCOME					
11500 - Contributions	72,000.00	74,160.00	74,160.00	74,160.00	\$294,480.00
11500 - Arrears	4,669.96	0.00	0.00	0.00	\$4,669.96
11500 - Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
16000 - Recoverable costs	400.00	400.00	400.00	400.00	\$1,600.00
16500 - Rentals received	0.00	0.00	60,672.00	0.00	\$60,672.00
17701 - Sundry - Recycling	0.00	3,300.00	0.00	0.00	\$3,300.00
Total	77,069.96	77,860.00	135,232.00	74,560.00	\$364,721.96
EXPENDITURE					
20500 - Account Transaction Charges	25.00	25.00	25.00	25.00	\$100.00
23500 - Auditor fee	1,600.00	0.00	0.00	0.00	\$1,600.00
27000 - Caretaking	22,500.00	22,500.00	22,500.00	22,500.00	\$90,000.00
28500 - Cleaning	3,000.00	3,000.00	3,000.00	13,000.00	\$22,000.00
29000 - Common property	5,000.00	5,000.00	5,000.00	5,000.00	\$20,000.00
35500 - Electrical	1,000.00	1,000.00	1,000.00	1,000.00	\$4,000.00
38000 - Fire systems	5,500.00	5,500.00	5,500.00	5,500.00	\$22,000.00
42500 - Grounds	500.00	500.00	500.00	500.00	\$2,000.00
45002 - Hot water service - Repairs	875.00	875.00	875.00	875.00	\$3,500.00
46005 - Insurance - Renewal	0.00	78,000.00	0.00	0.00	\$78,000.00
46500 - Insurance claims	1,625.00	1,625.00	1,625.00	1,625.00	\$6,500.00
50000 - Legal fees	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
51000 - Lift	3,050.00	3,050.00	3,050.00	3,050.00	\$12,200.00
21000 - Management - Additional services fee	1,400.00	1,400.00	1,400.00	1,400.00	\$5,600.00
22300 - Management - Agreed Services	3,289.00	3,289.00	3,289.00	3,289.00	\$13,156.00
52600 - Management - Asset Maintenance Services	328.00	328.00	328.00	328.00	\$1,312.00
29200 - Management - Disbursement Fees	1,116.00	1,116.00	1,116.00	1,116.00	\$4,464.00
53100 - Mechanical Ventilation	750.00	750.00	750.00	750.00	\$3,000.00
57500 - Pest control	145.00	145.00	145.00	145.00	\$580.00
58000 - Petty cash	450.00	450.00	450.00	450.00	\$1,800.00
60000 - Plumbing	2,500.00	2,500.00	2,500.00	2,500.00	\$10,000.00
74010 - Public Officer Fee	0.00	150.00	0.00	0.00	\$150.00
66000 - Reports	1,750.00	1,750.00	1,750.00	1,750.00	\$7,000.00
67500 - Rubbish	2,250.00	2,250.00	2,250.00	2,250.00	\$9,000.00
69500 - Security	900.00	900.00	900.00	900.00	\$3,600.00
68500 - Security doors	800.00	800.00	800.00	800.00	\$3,200.00
69000 - Security gates	300.00	300.00	300.00	300.00	\$1,200.00
74000 - Taxation	1,500.00	1,500.00	1,500.00	1,500.00	\$6,000.00
29201 - Technology and System Fees	288.00	288.00	288.00	288.00	\$1,152.00
76005 - Transfer - To Sinking fund	0.00	0.00	0.00	0.00	\$0.00
77001 - Utilities - Electricity	5,450.00	5,450.00	5,450.00	5,450.00	\$21,800.00
77004 - Utilities - Water	4,050.00	4,050.00	4,050.00	4,050.00	\$16,200.00
Total	73,191.00	149,741.00	71,591.00	81,591.00	\$376,114.00

SINKING FUND

	Mar-May 26	Jun-Aug 26	Sept-Nov 26	Dec-Feb 27	Annual Total
INCOME					
11500 - Contributions	29,000.00	29,870.00	29,870.00	29,870.00	\$118,610.00
11500 - Arrears	1,979.68	0.00	0.00	0.00	\$1,979.68
11500 - Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
14500 - Interest	5,250.00	5,250.00	5,250.00	5,250.00	\$21,000.00
18501 - Transfer - From Administration fund	0.00	0.00	0.00	0.00	\$0.00
Total	36,229.68	35,120.00	35,120.00	35,120.00	\$141,589.68
EXPENDITURE					
29000 - Common property	25,500.00	4,500.00	5,000.00	5,000.00	\$40,000.00
35500 - Electrical	2,500.00	2,500.00	2,500.00	2,500.00	\$10,000.00
38000 - Fire systems	5,250.00	5,250.00	5,250.00	5,250.00	\$21,000.00
55500 - Painting	3,750.00	3,750.00	3,750.00	3,750.00	\$15,000.00
60000 - Plumbing	5,000.00	5,000.00	5,000.00	5,000.00	\$20,000.00
69500 - Security	6,250.00	6,250.00	6,250.00	6,250.00	\$25,000.00
69000 - Security gates	0.00	20,500.00	0.00	0.00	\$20,500.00
Total	48,250.00	47,750.00	27,750.00	27,750.00	\$151,500.00

CASH FLOW SUMMARY

	Mar-May 26	Jun-Aug 26	Sept-Nov 26	Dec-Feb 27	Annual Total
<u>ADMINISTRATIVE FUND</u>					
Opening Balance	146,698.47	150,577.43	78,696.43	142,337.43	\$146,698.47
Add: Contributions	72,000.00	74,160.00	74,160.00	74,160.00	\$294,480.00
Add: Recoverable costs	400.00	400.00	400.00	400.00	\$1,600.00
Add: Rentals received	0.00	0.00	60,672.00	0.00	\$60,672.00
Add: Sundry - Recycling	0.00	3,300.00	0.00	0.00	\$3,300.00
Add: Arrears	4,669.96	0.00	0.00	0.00	\$4,669.96
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	73,191.00	149,741.00	71,591.00	81,591.00	\$376,114.00
CLOSING BALANCE	150,577.43	78,696.43	142,337.43	135,306.43	\$135,306.43
<u>SINKING FUND</u>					
Opening Balance	601,867.70	589,847.38	577,217.38	584,587.38	\$601,867.70
Add: Contributions	29,000.00	29,870.00	29,870.00	29,870.00	\$118,610.00
Add: Interest	5,250.00	5,250.00	5,250.00	5,250.00	\$21,000.00
Add: Transfer - From Administration fund	0.00	0.00	0.00	0.00	\$0.00
Add: Arrears	1,979.68	0.00	0.00	0.00	\$1,979.68
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	48,250.00	47,750.00	27,750.00	27,750.00	\$151,500.00
CLOSING BALANCE	589,847.38	577,217.38	584,587.38	591,957.38	\$591,957.38

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 10000
Number of Lots 72

Lot Number	— Effective from 15/07/26 —			— Effective from 15/07/26 —		
	LEV	ADMIN Fund	ADMIN Fund (incl. GST)	LEV	SINKING Fund	SINKING Fund (incl. GST)
115	78	578.44	\$636	78	232.98	\$256
308, 309, 310	80	593.28	\$653	80	238.96	\$263
114, 116, 212, 303, 304, 305, 402, 403, 404, 405, 406	83	615.52	\$677	83	247.92	\$273
312	85	630.36	\$693	85	253.89	\$279
211, 213, 507	88	652.60	\$718	88	262.85	\$289
90, 307, 504, 506	90	667.44	\$734	90	268.83	\$296
409	95	704.52	\$775	95	283.76	\$312
408	100	741.60	\$816	100	298.70	\$329
111, 112	118	875.08	\$963	118	352.46	\$388
102, 103, 104, 113	121	897.33	\$987	121	361.42	\$398
105, 106, 107, 108, 208, 209, 311	123	912.16	\$1,003	123	367.40	\$404
101, 210, 505	126	934.41	\$1,028	126	376.36	\$414
109, 203, 204, 205	133	986.32	\$1,085	133	397.27	\$437
702	138	1,023.40	\$1,126	138	412.20	\$453
207	141	1,045.65	\$1,150	141	421.16	\$463
110	148	1,097.56	\$1,207	148	442.07	\$486
302	151	1,119.81	\$1,232	151	451.03	\$496
605	158	1,171.72	\$1,289	158	471.94	\$519
202	168	1,245.88	\$1,371	168	501.81	\$552
301, 306	171	1,268.13	\$1,395	171	510.77	\$562
201, 502	173	1,282.96	\$1,411	173	516.75	\$568
206, 401, 407	181	1,342.29	\$1,477	181	540.64	\$595
602, 604	183	1,357.12	\$1,493	183	546.62	\$601
501, 503	186	1,379.37	\$1,517	186	555.58	\$611
601, 603	193	1,431.28	\$1,575	193	576.49	\$634
705	239	1,772.42	\$1,950	239	713.89	\$785
703, 704, 706, 707, 708	249	1,846.58	\$2,031	249	743.76	\$818
709	256	1,898.49	\$2,089	256	764.67	\$841
701	375	2,781.00	\$3,059	375	1,120.12	\$1,232
QUARTERLY TOTAL		<i>\$74,159.57</i>	<u>\$81,576.00</u>		<i>\$29,869.79</i>	<u>\$32,859.00</u>

ACCOUNT NOTES

21000 - Management - Additional services fee	Additional Services Additional services are defined as time related expenses that do not form part of the Agreed Services. Daytime Annual General Meeting Fee is included in Agreed Services. Charges are applied for additional meetings and for travel where meetings are not held at Whittles, out of hours, or if reconvened, and include additional disbursements and are charged upon consumption.
22300 - Management - Agreed Services	Agreed Services Includes standard Body Corporate Management, including daytime Annual General Meeting (convened at Whittles), responding to queries, preparation of correspondence, collection of monies and payment of bills as per Schedule A of the Services Agreement.
29200 - Management - Disbursement Fees	Disbursement Fees This fixed fee includes access to the Web Owner Portal, data management of software systems, document storage, stationery, printing, photocopying, issuing levy notices, electronic record management, DocuSign, SMS facility and Video and Teleconferencing facilities as per Schedule B of the Services Agreement.
29201 - Technology and System Fees	Technology & System Fees This fixed fee includes registration and upload of Body Corporate information into operating system, establishment of user licenses for owners to access & connect to database, cyber technology & security defence layers including data security defence systems and access to online voting as per Schedule B of the Services Agreement.
52600 - Management - Asset Maintenance Services	Asset Maintenance Services Fixed Maintenance Charges as per Schedule C of Services Agreement includes 24/7 emergency maintenance service; register for Building Risk and Safety Reports, register for Contracts, leases and Licenses; maintenance of Contractor Registration Service which ensures only contractors that agree to comply with safe working procedures with appropriate ABN, public liability and licenses are engaged.
69000 - Security gates	Security Gates Replacement of Basement Carpark Roller Shutter



Strata and Community Title Services

04 June 2025

Dear Corporation Member

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for:

COMMUNITY CORP.20846 INC 160 Fullarton Road, ROSE PARK, SA, 5067.

Management and staff appreciate your confidence in appointing Whittles as your Body Corporate Managers for the coming year, and assure you of our diligent and professional attention to the Corporation's affairs.

For your information, we have forwarded to your Presiding Officer our standard form of contract for execution on the Corporation's behalf which is to be returned to this office for keeping with the Corporation's files.

Should you have any queries or require attention, please do not hesitate to contact the undersigned.

Yours faithfully

Mark Sorgini
Body Corporate Manager



Strata and Community Title Services

Minutes of the Annual General Meeting
COMMUNITY CORP.20846 INC

**Minutes of the Annual General Meeting
COMMUNITY CORP.20846 INC**

Meeting Date	Tuesday, 27 May 2025		
Meeting Location	QVA Conference Room, 160 Fullarton Road, ROSE PARK, SA, 5067		
Time	06:00 PM	Closed: 06:55 PM	
Lots Represented	00090	QVA Cafe Pty Ltd	Electronic vote
	00104	P G Abbott	Owner present
	00105	P G Abbott & S Ostojic	Owner present
	00106	Mr G N & Mrs J Terrett	Owner present
	00107	Mr R M & Mrs L M Kelly	Electronic vote
	00108	G Newhaven & S M Gould	Owner present
	00109	Mr L E M Marin	Electronic vote
	00110	Cleco Nominees (No 326 Pty Ltd)	Owner present
	00111	Ms C C I Hatchard	Electronic vote
	00112	Ms A Rieger	Electronic vote
	00113	Mr J W & Mrs W D Cheesman	Owner present (pre-voted)
	00114	G A Ellis	Electronic vote
	00202	Mr C Karathanasis	Owner present
	00203	Mr H A C & Mrs H Hooper	Owner present
	00204	Ms M E Danvers	Electronic vote
	00205	C J D & E L Smith	Owner present
	00208	Mr P F & Mrs S J Kilvert	Electronic vote
	00209	Mrs L R Uma	Owner present
	00210	Mr W J McDonald	Owner present
	00213	Ms R E Barson	Proxy Name: Whittles
	00301	Ms A E Leahy	Proxy Name: Ms L G Besch
	00302	Mr A L & Mrs M K Spehr	Owner present
	00303	Ms B M Driver	Owner present (pre-voted)
	00304	Ms V M McGregor-Reid	Proxy Name: Whittles
	00307	Mr C Miller	Owner present
	00308	P J Gabrielli	Electronic vote
	00309	Mr J R Williams	Owner present (pre-voted)
	00311	Mrs J Rahman	Electronic vote
	00401	Mr G H & Mrs J A Murray	Owner present
	00402	Ms C J Underwood	Owner present
	00403	H R Hubbard & K A Noack	Electronic vote
	00405	Ms B J Coombs	Owner present
	00406	Ms M F Kuc	Electronic vote



Strata and Community Title Services

	00407	Mrs M K Cacas	Proxy Name: Whittles
	00409	Ms L G Besch	Owner present
	00501	M W Williams	Owner present
	00502	Mr E P & Mrs E E Siggs	Owner present (pre-voted)
	00503	Mrs J M Whiteman	Owner present
	00504	Mr L J Tolley	Electronic vote
	00505	Mr A J Radosevic	Proxy Name: Whittles
	00601	D W Sleath & M Skybyneckyi	Electronic vote
	00602	Mr G Olsson	Owner present
	00603	Ms C A Ricketts	Owner present
	00605	Ms C A Cranwell	Proxy Name: Whittles
	00701	Mr H A C Hooper	Owner present
	00703	Mrs L R Kelly	Proxy Name: J M Mackintosh
	00704	S W & J M Mason	Owner present
	00706	Mr J A & Mrs C J Halbert	Owner present
	00707	Mr T S Paech	Proxy Name: Whittles
	00708	MR R F McClure	Owner present
	00709	J M Mackintosh	Owner present
Chairperson	MR R F McClure presided over the meeting.		
Additional Attendees	Mark Sorgini, Deanna Franchina & Chris Lin representing Whittles Management Services Pty Ltd		
Apologies	Mr P F & Mrs S J Kilvert Ms M K Cacas Mrs L R and Mr M Kelly		
Quorum	The Body Corporate Manager declared a quorum was present (in person or by proxy). Those owners who were in arrears were not considered towards the quorum count.		

Item 1

Declaration of Interest

All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all members to the agreement for disclosure of all its relevant interests.



Strata and Community Title Services

Minutes of the Annual General Meeting
COMMUNITY CORP 20146 INC

Motion 2		
Acceptance of Minutes	Ordinary Resolution	
In accordance with the provisions of s81(5)(b) of the <i>Community Titles Act 1996</i>, the minutes of the Extraordinary General Meeting held on 25 JUL 2024 and sent to owners were accepted as a true and correct record of the proceedings of that meeting. Moved: J Williams Seconded: C A Ricketts		
Motion CARRIED.		

Motion 3		
Acceptance of Statement of Accounts	Ordinary Resolution	
In accordance with the provisions of s81(5) (d) of the <i>Community Titles Act 1996</i> (amended), the audited Statement of Accounts for the financial year ending 28 FEB 2025, which have been circulated to all members, were accepted. Moved: W McDonald Seconded: J Cheeseman		
Motion CARRIED.		

Motion 4		
Appointment of Manager	Ordinary Resolution	
It was resolved that the Body Corporate under s76(9) of the <i>Community Titles Act 1996</i>: i. appoint Whittles Management Services Pty Ltd as its Manager to supply Services, ii. make the appointment for a Term of twelve (12) months, being from the 1 MAR 2025 to 28 FEB 2026 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked, iii. authorise limited powers to Whittles Management Services Pty Ltd, iv. agree to pay Service Fees to Whittles Management Services Pty Ltd, v. acknowledge the Disclosures by Whittles Management Services Pty Ltd and vi. execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd. The Services Agreement is available for viewing at whittles.com.au through your owner portal. Moved: R McClure Seconded: J Halbert		
Motion CARRIED.		



Strata and Community Title Services

Minutes of the Annual General Meeting
COMMUNITY CORP 20846 INC

5 Election of Office Bearers and Committee

It was resolved that in accordance with s76(1) & 90(1) of the *Community Titles Act 1996*, the meeting appointed the following Office Bearers and Committee Members.

By accepting nomination and election to the committee, members agreed to share all contact information with other elected committee members to facilitate efficient communication regarding Body Corporate matters. This consent will remain valid for the duration of their term on the committee.

Limitations Imposed

The Body Corporate Manager advises that the Management Committee and Officers of the Body Corporate do not have powers to resolve matters subject to special or unanimous resolutions.

Committee Meetings should be conducted in accordance with s91 to 99 of the *Community Titles Act 1996*.

An agenda should be forwarded to all committee members and decisions at the meeting minuted, copies of which are to be placed with the Body Corporate records.

Election of Presiding Officer, Secretary, Treasurer, Ordinary Member/s

Motion 5.1

Presiding Officer

Ordinary Resolution

Mr R F McClure of Lot 708 has been elected.

Motion CARRIED.

Motion 5.2

Secretary

Ordinary Resolution

Ms L G Besch of Lot 409 has been elected.

Motion CARRIED.

Motion 5.3

Treasurer

Ordinary Resolution

Mr W J McDonald of Lot 210 has been elected.

Motion CARRIED.

Motion 5.4

Ordinary Member

Ordinary Resolution

Ms A Rieger of Lot 112 has been elected.

Motion CARRIED.



Strata and Community Title Services

Minutes of the Annual General Meeting
COMMUNITY CORP 20846 INC

Motion 5.5		
Ordinary Member	Ordinary Resolution	
Mr J A Halbert of Lot 706 has been elected.		
Motion CARRIED.		
Motion 5.6		
Ordinary Member	Ordinary Resolution	
Mr G H Murray of Lot 401 has been elected.		
Motion CARRIED.		
Item 6		
Current Insurance Details (Advice)		
A copy of the Body Corporate's current certificate of currency/insurance is available for viewing at whittles.com.au through your owner portal.		
Item 7		
Insurance Valuation (Advice)		
A comprehensive professional valuation for insurance purposes performed in 05/23 recommended insurance cover of \$86,400,000 and is available for viewing at whittles.com.au through your owner portal.		



Strata and Community Title Services

Minutes of the Annual General Meeting
COMMUNITY CORP.20846 INC.

Motion 8

Insurance Renewal

Ordinary Resolution

It was resolved that the Body Corporate Manager is to arrange quotes approval by the Management Committee for renewal of the Body Corporate's insurance for a sum insured of \$86,400,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles.

Owners are reminded that where repairs are carried out under insurance and the repairs benefit a particular lot, the lot owner may be responsible for the payment of any excess subject to any explicit instructions to the contrary by the Body Corporate.

Whittles recommends consideration be given to the following additional cover options if not already included in the policy; office bearers liability, flood or catastrophe, electrical surge, loss of rent and machinery breakdown.

Contents Insurance

The Body Corporate Manager advises members of the necessity for them to arrange individually for adequate insurance for contents of their lots, inclusive of carpets, drapes, light fittings, etc., whether or not the lot is occupied by the lot owner or tenant, and it was noted that the Body Corporate's Legal Liability cover applied primarily to common property and that lot owners should be separately insured for cover in relation to their own premises.

Moved: W McDonald

Seconded: G Murray

Motion CARRIED.

9 General Business

No general business items discussed.

Motion 9.1

Rescind Approval to Replace Intercom System

Ordinary Resolution

At the Annual General Meeting held on 14 May 2024, it was resolved to upgrade the intercom system at a cost of \$70,000.

After further review by the Maintenance Group and the Management Committee, it has been discovered that the wiring is all intact and the "head unit" is working.

The handset devices in each apartment are the responsibility of individual owners to repair and maintain and replacements can still be located and sourced.

After further consideration, the Management Committee recommended that the Corporation rescind the decision made at last year's Annual General Meeting to replace the Intercom System.

Motion CARRIED.

Votes

Yes: 35

No: 3

Abs: 13

Inv: 0



Strata and Community Title Services

Minutes of the Annual General Meeting
COMMUNITY CORP 20846 INC

Item 9.2

House Rules - Rental of Carparks

The Management Committee reminded all owners that the revised House Rules (copy attached to the meeting notice) stipulate that, due to security concerns, Residents are only permitted to lease parking spaces to registered tenants who reside in the building or to lot owners within the building.

Leasing car parking spaces to non-residents is strictly prohibited.

Item 9.3

Pot Plants on Balconies

The Treasurer explained that an engineer had been engaged to review the roof structure and provide advice to the Maintenance Group and the Management Committee. The Engineer noted, and this was reinforced by J Cheeseman from the Maintenance Group (who provided a further explanation at the meeting), that care needs to be taken regarding plants in pots on the balconies. Pots should be lightweight and have an upturned saucer and water run-off should be constrained. Plants should be evenly distributed across the balcony so as not to cause an issue with structural damage being caused by additional weight on any balcony.

Item 9.4

Recycling

The owner from Lot 706, Ms Halbert, thanked members for their excellent contribution and efforts in recycling, particularly regarding organic waste. Owners present were reminded to please ensure you compress cardboard, as it reduces volume and costs; and take bottle caps off plastic bottles and compress them too.

Owners were advised that Burnside Council will be writing an article on the recycling efforts of the QVA residents.

Motion 10

Administrative Fund Budget

Ordinary Resolution

It was resolved that in accordance with s81(5)(d) (iii) of the *Community Titles Act 1996*, the attached Administrative Fund budget be approved and adopted.

Contributions reflected in this budget are an increase from the previous budget with quarterly contributions for the Corporation of \$72,000.00 for the financial year ending 28 FEB 2026.

This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year.

Contributions will be raised in accordance with Lot Entitlement Values.

Motion CARRIED.



Strata and Community Title Services

Minutes of the Annual General Meeting
COMMUNITY CORP 20846 INC

Motion 11		
Sinking Fund Budget	Ordinary Resolution	
It was resolved that in accordance with s116 of the <i>Community Titles Act 1996</i>, the attached Sinking Fund budget be approved and adopted. Contributions reflected in this budget are the same as the previous budget with quarterly contributions for the Corporation of \$29,000.00 for the financial year ending 28 FEB 2026. This budget is based on the requirements for the Body Corporate during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by owners during the year. Contributions will be raised in accordance with Lot Entitlement Values.		
Motion CARRIED.		

Motion 12		
Insufficient Funds Special Levy Authority	Ordinary Resolution	
It was resolved that should there be insufficient funds in the Administration Account of the Body Corporate to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Body Corporate to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Presiding Officer and/or Management Committee, to raise a special levy to meet the shortfall required to ensure payment of the relevant expense provided that the amount of the special levy so raised is to be in accordance with Lot Entitlement Values and must not exceed the sum of \$50,000.00. If the maximum levy amount is insufficient to meet the relevant expense or expenses, then any additional special levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.		
Motion CARRIED.		

Motion 13		
Interest Charged on Overdue Contributions/Levies	Ordinary Resolution	
It was resolved that in accordance with the provisions of s114 (4) of the <i>Community Titles Act 1996</i>, the Body Corporate will apply arrears interest of 15% per annum calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date. The Presiding Officer and/or Management Committee is authorised to waive penalty interest charges in extenuating circumstances at their discretion.		
Motion CARRIED.		

*Strata and Community Title Services***Motion 14****Recovery of Overdue Contributions/Levies****Ordinary Resolution**

It was resolved that in accordance with s114 (7) of the *Community Titles Act 1996*, Whittles is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of COMMUNITY CORP.20846 INC when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred.

Whittles charge the debtor for the issue of a first arrears notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 27 days of the due date. (27 days or more overdue), and when issuing instructions to the debt recovery company.

Fees charged by third party providers will be recovered from the debtor at cost per invoice.

Owners are advised of the following debt recovery process:

1. Owners are issued their contribution notice approximately 3 weeks before the due date.
2. If this is not paid by the due date owners are issued a reminder notice approximately 14 days after the due date.
3. Once 27 days or more overdue, a final notice is issued to the owner incurring a \$44.00 fee. Payment is to be made in full within 21 days from date of issue.
4. Interest starts accumulating on the overdue amounts approximately 5 days after the final notice is issued.
5. Once the 21 days has expired, the account will be referred to debt collection, which will incur a Whittles administration fee and an establishment fee from the debt collection agency.

Motion CARRIED.**Item 15****Next Meeting & Closure**

Upon instructions from the Management Committee, the Body Corporate Manager is to set the meeting and forward the appropriate notices to all owners.



Minutes of the Annual General Meeting
COMMUNITY CORP.20846 INC

Strata and Community Title Services

Owners are able to access & update their personal details through the Whittles Owner Portal online.

To access your account go to www.whittles.com.au and login using either your registered mobile number or email address.

**** Please note that Whittles recommends receiving all correspondence and account notices via email for timely delivery.***

If you have another property, you'd like to consider for management by Whittles, please let your manager know so we can arrange a proposal. Alternatively, you can request a quote through our website.

BUDGET

COMMUNITY CORP.20846 INC
160 FULLARTON ROAD, ROSE PARK

Year ending February 2026

ADMINISTRATIVE FUND

	Mar-May 25	Jun-Aug 25	Sept-Nov 25	Dec-Feb 26	Annual Total
INCOME					
11500 - Contributions	66,800.00	72,000.00	72,000.00	72,000.00	\$282,800.00
11500 - Arrears	2,113.61	0.00	0.00	0.00	\$2,113.61
11500 - Advances	-181.81	-0.00	-0.00	-0.00	-\$181.81
16000 - Recoverable costs	400.00	400.00	400.00	400.00	\$1,600.00
16500 - Rentals received	0.00	0.00	58,905.00	0.00	\$58,905.00
17701 - Sundry - Recycling	0.00	3,300.00	0.00	0.00	\$3,300.00
Total	69,131.80	75,700.00	131,305.00	72,400.00	\$348,536.80
EXPENDITURE					
20500 - Account Transaction Charges	25.00	25.00	25.00	25.00	\$100.00
22500 - Air conditioning	250.00	250.00	250.00	250.00	\$1,000.00
23500 - Auditor fee	1,600.00	0.00	0.00	0.00	\$1,600.00
27000 - Caretaking	22,500.00	22,500.00	22,500.00	22,500.00	\$90,000.00
28500 - Cleaning	3,000.00	3,000.00	3,000.00	13,000.00	\$22,000.00
29000 - Common property	2,500.00	2,500.00	2,500.00	2,500.00	\$10,000.00
35500 - Electrical	1,000.00	1,000.00	1,000.00	1,000.00	\$4,000.00
38000 - Fire systems	5,000.00	5,000.00	5,000.00	5,000.00	\$20,000.00
42500 - Grounds	250.00	250.00	250.00	250.00	\$1,000.00
46005 - Insurance - Renewal	0.00	89,463.00	0.00	0.00	\$89,463.00
46500 - Insurance claims	1,625.00	1,625.00	1,625.00	1,625.00	\$6,500.00
50000 - Legal fees	625.00	625.00	625.00	625.00	\$2,500.00
51000 - Lift	3,050.00	3,050.00	3,050.00	3,050.00	\$12,200.00
21000 - Management - Additional services fee	1,400.00	1,400.00	1,400.00	1,400.00	\$5,600.00
22300 - Management - Agreed Services	3,193.00	3,193.00	3,193.00	3,193.00	\$12,772.00
52600 - Management - Asset Maintenance Services	328.00	328.00	328.00	328.00	\$1,312.00
29200 - Management - Disbursement Fees	1,116.00	1,116.00	1,116.00	1,116.00	\$4,464.00
57500 - Pest control	145.00	145.00	145.00	145.00	\$580.00
58000 - Petty cash	350.00	350.00	350.00	350.00	\$1,400.00
60000 - Plumbing	2,500.00	2,500.00	2,500.00	2,500.00	\$10,000.00
66000 - Reports	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
67500 - Rubbish	2,250.00	2,250.00	2,250.00	2,250.00	\$9,000.00
69500 - Security	600.00	600.00	600.00	600.00	\$2,400.00
68500 - Security doors	800.00	800.00	800.00	800.00	\$3,200.00
69000 - Security gates	300.00	300.00	300.00	300.00	\$1,200.00
74000 - Taxation	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
29201 - Technology and System Fees	288.00	288.00	288.00	288.00	\$1,152.00
74500 - Telephone	375.00	375.00	375.00	375.00	\$1,500.00
76005 - Transfer - To Sinking fund	0.00	0.00	0.00	0.00	\$0.00
77001 - Utilities - Electricity	5,450.00	5,450.00	5,450.00	5,450.00	\$21,800.00
77004 - Utilities - Water	4,050.00	4,050.00	4,050.00	4,050.00	\$16,200.00
Total	67,070.00	154,933.00	65,470.00	75,470.00	\$362,943.00

SINKING FUND

	Mar-May 25	Jun-Aug 25	Sept-Nov 25	Dec-Feb 26	Annual Total
INCOME					
11500 - Contributions	29,000.00	29,000.00	29,000.00	29,000.00	\$116,000.00
11500 - Arrears	809.09	0.00	0.00	0.00	\$809.09
11500 - Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
18501 - Transfer - From Administration fund	0.00	0.00	0.00	0.00	\$0.00
Total	29,809.09	29,000.00	29,000.00	29,000.00	\$116,809.09
EXPENDITURE					
29000 - Common property	10,000.00	10,000.00	10,000.00	10,000.00	\$40,000.00
35500 - Electrical	2,500.00	2,500.00	2,500.00	2,500.00	\$10,000.00
38000 - Fire systems	5,250.00	5,250.00	5,250.00	5,250.00	\$21,000.00
55500 - Painting	3,750.00	3,750.00	3,750.00	3,750.00	\$15,000.00
60000 - Plumbing	5,000.00	5,000.00	5,000.00	5,000.00	\$20,000.00
69500 - Security	6,250.00	6,250.00	6,250.00	6,250.00	\$25,000.00
Total	32,750.00	32,750.00	32,750.00	32,750.00	\$131,000.00

CASH FLOW SUMMARY

	Mar-May 25	Jun-Aug 25	Sept-Nov 25	Dec-Feb 26	Annual Total
<u>ADMINISTRATIVE FUND</u>					
Opening Balance	106,630.25	108,692.05	29,459.05	95,294.05	\$106,630.25
Add: Contributions	66,800.00	72,000.00	72,000.00	72,000.00	\$282,800.00
Add: Recoverable costs	400.00	400.00	400.00	400.00	\$1,600.00
Add: Rentals received	0.00	0.00	58,905.00	0.00	\$58,905.00
Add: Sundry - Recycling	0.00	3,300.00	0.00	0.00	\$3,300.00
Add: Arrears	2,113.61	0.00	0.00	0.00	\$2,113.61
Minus: Advances	181.81	0.00	0.00	0.00	\$181.81
Minus: Expenditures	67,070.00	154,933.00	65,470.00	75,470.00	\$362,943.00
CLOSING BALANCE	108,692.05	29,459.05	95,294.05	92,224.05	\$92,224.05
<u>SINKING FUND</u>					
Opening Balance	518,433.07	515,492.16	511,742.16	507,992.16	\$518,433.07
Add: Contributions	29,000.00	29,000.00	29,000.00	29,000.00	\$116,000.00
Add: Transfer - From Administration fund	0.00	0.00	0.00	0.00	\$0.00
Add: Arrears	809.09	0.00	0.00	0.00	\$809.09
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	32,750.00	32,750.00	32,750.00	32,750.00	\$131,000.00
CLOSING BALANCE	515,492.16	511,742.16	507,992.16	504,242.16	\$504,242.16

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 10000
Number of Lots 72

Lot Number	— Effective from 15/07/25 —			— Effective from 15/07/25 —		
	LEV	ADMIN Fund	ADMIN Fund (incl. GST)	LEV	SINKING Fund	SINKING Fund (incl. GST)
115	78	561.60	\$618	78	226.20	\$249
308, 309, 310	80	576.00	\$634	80	232.00	\$255
114, 116, 212, 303, 304, 305, 402, 403, 404, 405, 406	83	597.60	\$657	83	240.70	\$265
312	85	612.00	\$673	85	246.50	\$271
211, 213, 507	88	633.60	\$697	88	255.20	\$281
90, 307, 504, 506	90	648.00	\$713	90	261.00	\$287
409	95	684.00	\$752	95	275.50	\$303
408	100	720.00	\$792	100	290.00	\$319
111, 112	118	849.60	\$935	118	342.20	\$376
102, 103, 104, 113	121	871.20	\$958	121	350.90	\$386
105, 106, 107, 108, 208, 209, 311	123	885.60	\$974	123	356.70	\$392
101, 210, 505	126	907.20	\$998	126	365.40	\$402
109, 203, 204, 205	133	957.60	\$1,053	133	385.70	\$424
702	138	993.60	\$1,093	138	400.20	\$440
207	141	1,015.20	\$1,117	141	408.90	\$450
110	148	1,065.60	\$1,172	148	429.20	\$472
302	151	1,087.20	\$1,196	151	437.90	\$482
605	158	1,137.60	\$1,251	158	458.20	\$504
202	168	1,209.60	\$1,331	168	487.20	\$536
301, 306	171	1,231.20	\$1,354	171	495.90	\$546
201, 502	173	1,245.60	\$1,370	173	501.70	\$552
206, 401, 407	181	1,303.20	\$1,434	181	524.90	\$577
602, 604	183	1,317.60	\$1,449	183	530.70	\$584
501, 503	186	1,339.20	\$1,473	186	539.40	\$593
601, 603	193	1,389.60	\$1,529	193	559.69	\$616
705	239	1,720.80	\$1,893	239	693.10	\$762
703, 704, 706, 707, 708	249	1,792.80	\$1,972	249	722.10	\$794
709	256	1,843.20	\$2,028	256	742.40	\$817
701	375	2,700.00	\$2,970	375	1,087.50	\$1,196
QUARTERLY TOTAL		\$72,000.00	\$79,196.00		\$28,999.98	\$31,897.00

ACCOUNT NOTES

21000 - Management - Additional services fee	Additional Services Additional services are defined as time related expenses that do not form part of the Agreed Services. Daytime Annual General Meeting Fee is included in Agreed Services. Charges are applied for additional meetings and for travel where meetings are not held at Whittles, out of hours, or if reconvened, and include additional disbursements and are charged upon consumption.
22300 - Management - Agreed Services	Agreed Services Includes standard Body Corporate Management, including daytime Annual General Meeting (convened at Whittles), responding to queries, preparation of correspondence, collection of monies and payment of bills as per Schedule A of the Services Agreement.
29200 - Management - Disbursement Fees	Disbursement Fees This fixed fee includes access to the Web Owner Portal, data management of software systems, document storage, stationery, printing, photocopying, issuing levy notices, electronic record management, DocuSign, SMS facility and Video and Teleconferencing facilities as per Schedule B of the Services Agreement.
29201 - Technology and System Fees	Technology & System Fees This fixed fee includes registration and upload of Body Corporate information into operating system, establishment of user licenses for owners to access & connect to database, cyber technology & security defence layers including data security defence systems and access to online voting as per Schedule B of the Services Agreement.
52600 - Management - Asset Maintenance Services	Asset Maintenance Services Fixed Maintenance Charges as per Schedule C of Services Agreement includes 24/7 emergency maintenance service; register for Building Risk and Safety Reports, register for Contracts, leases and Licenses; maintenance of Contractor Registration Service which ensures only contractors that agree to comply with safe working procedures with appropriate ABN, public liability and licenses are engaged.



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176 Fullarton Road
Dulwich SA 5065

08 8291 2300
whittles.com.au

Whittles Management
Services Pty Ltd atf
Whittles Strata Unit Trust
ABN 31 493 603 726

23 February 2026

Dear Corporation Member,

Please find attached the Minutes of the recent Management Committee Meeting for:

QUEEN VICTORIA APARTMENTS
COMMUNITY CORP.20846 INC
160 Fullarton Road, ROSE PARK, SA, 5067.

Should you have any queries or concerns please do not hesitate to contact this office.

Yours faithfully
Mark Sorgini
Body Corporate Manager



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Minutes of the Management Committee Meeting
COMMUNITY CORP.20846 INC

**Minutes of the Management Committee Meeting
COMMUNITY CORP.20846 INC**

Meeting Date	Tuesday, 10 February 2026	
Meeting Location	Business Centre, 160 Fullarton Road, ROSE PARK, SA, 5067 and Via MS Teams	
Time	09:00 AM	Closed: 09:55 PM
Lots Represented	00112 Ms A Rieger Committee member present 00210 Mr W J McDonald Committee member present 00401 Mr G H Murray Committee member present 00409 Ms L G Besch Committee member present 00706 Mr J A Halbert Committee member present 00708 MR R F McClure Committee member present	
Chairperson	The Presiding Officer, MR R F McClure, presided over the meeting.	
Additional Attendees	Mr Bikash Nand, Building Supervisor, QVA Mark Sorgini representing Whittles Management Services Pty Ltd	
Quorum	The Body Corporate Manager declared a quorum was present.	

Item 1		
Declaration of Interest		
All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.		

Motion 2		
Acceptance of Minutes	Ordinary Resolution	
It was resolved that in accordance with the provisions of s81(5)(b) of the <i>Community Titles Act 1996</i> , the minutes of the Management Committee Meeting held on 18 NOV 2025 and sent to owners be accepted as a true and correct record of the proceedings of that meeting. Moved: W J McDonald Seconded: A Rieger		
Motion CARRIED.		

3 Financial Report	



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Minutes of the Management Committee Meeting
COMMUNITY CORP 20846 INC

Item 3.1

Current Balances

As at 10 February 2026 current balances were:

Administrative Fund Balance \$180,055.52

Sinking Fund Balance \$163,628.29

Total Outstanding \$12,662.46 (Due 15 January 2026)

Term Deposit Balance \$440,913.18 Maturity date 28/02/2026 - @ 4.10% interest. It was resolved to reinvest term deposit for 3 months upon maturity.

Moved: W McDonald

Seconded: A Rieger

4 Correspondence

Item 4.1

Any New Correspondence to be Tabled

No new correspondence was tabled.

5 Reports

Item 5.1

Building Supervisor's Report

Report was tabled and accepted by the Committee.

Moved: L Besch

Seconded: W McDonald

Item 5.2

QVA Maintenance Group Report

After reviewing the tabled report, members determined that the disabled car park line marking quote at \$3,757 was deemed excessive; a revised target budget under \$2,500 was agreed upon to:

- Complete line marking and yellow striping; and
- Not proceed with installing bollards.

It was agreed to proceed with this immediately.



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Minutes of the Management Committee Meeting
COMMUNITY CORP.20146 INC.

Item 5.3		
Sinking Fund Report		
The Draft Sinking Fund Report prepared by Napier Blakely was attached for review. It was noted that the report recorded replacing the roof and it was agreed that this should be changed to balcony repair. It was agreed to adopt the report subject to this amendment.		

6 Matters Arising from Previous Minutes		

Item 6.1		
Owner Recovery Balcony Repairs - Lot 201		
The owner of Lot 201's representatives made several assertions regarding the responsibility for repairs to the balcony resting with the Body Corporate. It was agreed that the Committee seek a legal opinion in response to the assertions made. It was agreed that draft questions be circulated among committee for approval before seeking a fee offer from solicitors and obtaining advice.		



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Minutes of the Management Committee Meeting
COMMUNITY CORP 20846 INC

Item 6.2

Essential Safety Provisions - Mechanical Ventilation Systems

At the Committee Meeting held on 18 November 2025, it was noted that there has been recent regulatory changes to the Development Act regarding the reporting and oversight of Form 3 Annual Essential Safety Provision Reports to Council. These changes have placed a greater responsibility on Councils to ensure strict compliance with all items listed on the Form 3.

Earlier this year, Council reviewed the QVA's Form 3 and identified that there was no evidence of maintenance for the mechanical ventilation system. This requirement is listed on the Form 3 as part of the building's certification, and Council is now insisting that all listed safety provisions are maintained and evidenced accordingly.

A quote for mechanical ventilation maintenance has been obtained as the QVA currently does not comply with its building certification.

However, Queen Victoria Apartments does not have the necessary infrastructure to operate the car park exhaust fans. It appears that certain critical components—specifically the BMS connection and CO sensors—were never installed by the original developers. These missing elements must be rectified before any servicing or upgrade work can be undertaken.

The estimated cost to install the required components is approximately 20k-30k. While the car park exhaust infrastructure are physically present, they are not connected to any functional control system.

There are two possible options for consideration:

1. Install automatic monitoring (e.g., CO₂ detectors in the carpark & BMS); or
2. Apply for building consent to upgrade the Form 1 to MBS002 and remove the requirement for automatic monitoring of atmospheric contaminants in the carpark.

The Building Supervisor recommends engaging Buildserv (Building Surveyors & Consultants) to provide professional advice and, if applicable, undertake the necessary building certification. Their assessment may enable the QVA to proceed with Option 2, which would remove the requirement for automatic monitoring.

Buildserv were contacted and recommended the Corporation seek a fee offer from Lucid Consulting to undertake the works. Lucid Consulting have responded advising they do not have capacity at this time.

Consequently, an alternate provider, Secon, has been approached to offer a fee offer in the first instance.

The next Form 3 is due 31 March 2026. It was agreed to seek an extension from Council regarding this aspect of the Form 3.

Item 6.3

Disabled Carpark

Discussion regarding the disabled carpark occurred under Agenda Item 5.2.



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Minutes of the Management Committee Meeting
COMMUNITY CORP 20846 INC

7 New or Any Other Business

Item 7.1

Discussion regarding Renewables

The owner of 604 sought advice about renewables to save on energy costs. Whittles' Sustainability Manager reviewed the Corporation's common power usage and advises, "the current system is already generating more solar than the building uses during the day so suggest increasing the size of the solar system is not the way to go.

If the corp was to install a battery (~13kWH), they'd conservatively save around \$1700 per year on energy costs but need to spend around \$15K on installation resulting in a nearly 9 year payback (and most batteries have a 10 year lifespan but this is improving all the time). Not sure whether the corporation would see that as good value or not."

It was agreed by the committee to take no further action at this time.

Item 7.2

Whittles Committee Information Session

Members noted the next Committee Information session will be convened on 23 March 2026, invitations to be issued to all QVA committee members.

Item 7.3

Moving Levy

After debate, the committee decided to maintain the existing \$200 moving levy without introducing a reduced fee for partial moves or furnished apartments. It was noted that the levy covers administrative and operational costs and is infrequent enough not to warrant complexity.

8 Committee Decisions since Last Meeting

Item 8.1

Decisions Since Last Meeting

It was noted there has not been any substantial decisions since the last meeting.



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Minutes of the Management Committee Meeting
COMMUNITY CORP 20846 INC

Item 9		
Newsletter		
It was noted that 2026 represents the 25th Anniversary of the Queen Victoria Apartments. It was agreed the building's 25th anniversary will be commemorated with a newsletter feature and potentially a mid-year social event, aiming to celebrate community history and original occupants. The committee discussed compiling ownership histories where available, acknowledging some gaps but valuing the effort to foster connection and pride among residents. Further, the Member from Lot 401 suggested including an article in the next newsletter explaining the solar panel and battery storage evaluations, emphasizing the cost-effectiveness review, to address any resident concerns proactively. Finally, it was agreed that the current moving levy policy will be clearly communicated in the newsletter to ensure resident understanding and transparency.		

Item 10		
Next Meeting & Closure		
There was general agreement that the next meeting to be held at 9am on Tuesday 14 April 2026. Further, it was agreed that the AGM be booked for 6pm 12 May 2026.		

Owners can update their personal details anytime via the **Whittles Owner Portal** at www.whittles.com.au

- Log in using your primary registered email address or mobile number.

For faster delivery, we recommend receiving all correspondence and account notices via email.

Whittles operates a 24/7 emergency maintenance line. For after-hours emergencies, call 1300 778 886.

If you have another property you'd like Whittles to manage, please let your manager know, or request a quote on our website.

Queen Victoria Apartments

Monthly Report December 25 - January 2026

Notices issued to occupants/others

None

Moving In/out Levy charged

Moved in

Lot 312– Milla Wells (Owner)

Lot 404-Peter Gibber (Tenant)

Lot 502 –Kathryn & Noel (owner)

Moved out

Lot 502 – EV Siggs (Owner)

Lot312 - Vivien (Tenant)

Incomplete work

Work	Est date to be completed
Leads Construct-Water proofing of Lot 310 balcony	
Kone –Ground car park roller door, replace the tether slat along with all new fixing bolts.	

Contractors attended during the month of December 25-January 26

Date	Contractor	Work description	Price (ex gst)
26/11/2025	Kone	Roller door and main glass door servicing, as per contract.	
05/12/2025	Across the Board Property Maintenance	Silicone sealing to windows to resolve wind and rattling issues.	
12/12/2025	Australian Solar Care	PV visual inspection and cleaning of solar panels.	\$513.64
18/12/25	Trojan Fire	Replacement of a faulty smoke detector on Level 1	
28/29 Dec 25	Oz Environmental Services Pty Ltd	Cleaning of both car parks and pressure cleaning of laneway walls and breezeways.	
15/01/26	Rapid Response maintenance	Repair of balcony ceiling in Lot 106 and silicone capping to the balcony of Lot 204 to stop water ingress.	
16/01-23/01	Wills Windows Trust	Annual external window cleaning.	
22/01/26	Trojan Fire	Test and tag of fire extinguishers, as per contract.	
29/01/26	Carpet Easy Clean	Cleaned carpet in level 6 and both lift	
Dec-Jan	Trojan Fire	Weekly inspection and testing of fire pumps	

Contractors Scheduled Maintenance

Contractor	Work Description	Last Visited	Next visit	Cost (exc gst)
Carpet Easy Clean	Carpet clean. (Quarterly)	January 2026	May 2026	\$850.00
Oz Environmental Services Pty Ltd	Car park clean. Ground level & basement Clean external walls & Breezeway by pressure clean	Dec 2025	Dec 2026	\$3,000
Rope Access Multiservice	Clean external windows & balustrade glass (Annually)	Jan 2026	Dec 2026	\$9600.00
Kone	Garage door Servicing. (main)/Front Entrance door (01/10/25-30/09/26) (3 times a year) (Nov, March, July)	Dec 2025	March 2026	\$1509.12 per year
Greedy Gecko	General insect treatment.(Annually)	Nov 2024	Nov 2026	\$290.91
Kone	Servicing of lifts. (2 monthly) (3 years contract from 01/06/24)	Nov 25	January 2026	\$10,580 per year
Phil Schrapel	Gardner (Sept, April)	October 2025	April 2026	\$325.00
Fitness Fanatics SA Pty Ltd	Gym Servicing (David Dowd) (Annually)	October 2025	October 2026	\$220.00
J.K.Bevan Plumbing	Backflow Prevention Device Water industry Act 2012 (annually) <i>Location- Fire services pump room ground - floor. (Trojan fire)</i>	28/04/2025	28/04/2026	
J.K.Bevan Plumbing	Replace tempering valve in all apartment. (5 yearly replacement)	May 2022	May 2027	\$13,625.45
Trojan Fire Services	To check exit lights and emergency lights.(6 monthly in accordance with AS1851)	October 2025	April 2026	

Contractor	Work Description	Last Visited	Next visit	Cost(exc gst)
Trojan Fire Services	Test & Tag Fire Extinguishers. (6 monthly)	Jan 2026	July 2026	
Trojan Fire Services	3 yearly sprinkler control valves, Overhaul valve sets	Nov 2024	Nov 2027	\$985.00
Trojan Fire Services	3 Yearly Hydrant Booster Overhaul & Hydraulic Assessment	Sept 2025	Sept 2028	\$5,988.00
Trojan Fire Services	Hydrostatic Test- (6 yearly pressure test only)	Sept 2025	Sept 2031	\$5,100.00
Australian Solar care	Solar Panel Inspection and cleaning. (2 yearly maintenance)	Dec 2025	Dec 2027	\$513.13
Chubb Security	Maintenance of security fob, battery backup. (annually)	August 2024	Feb 2026	\$406.28
Trojan Fire Services	Check and test all smoke detectors in the building. (Annually in accordance with AS1851)	June 2025	June 2026	
Kone	Safety check of both Lifts (annually)	June 2025	June 2026	
Heights Electrical	Test n tag 12 electrical items	October 23	October 2025	\$80.00
Trojan Fire	Check Fire door and fire Compartmentation (annually)	May 2025	May 2026	
Beyond the Building	Safety Report Audit (3 yearly)	May 2021		
RA & Scalzi Electrical Services	Residual Current Devices (RCD) test for all common areas.	Sept 2024		
National Air Conditioning	Servicing of 1 gym and 2 meeting room air conditioners.	September 2023		
Mayfair plumbing	Servicing of Storm water pump Purchase on 10/02/23 (2 years warranty & 1 year labour Warranty	February 2023		
Safe Fire Electrical	Thermal Imaging for 8 switch boards (annually)	April 2025	April 2026	\$555.00

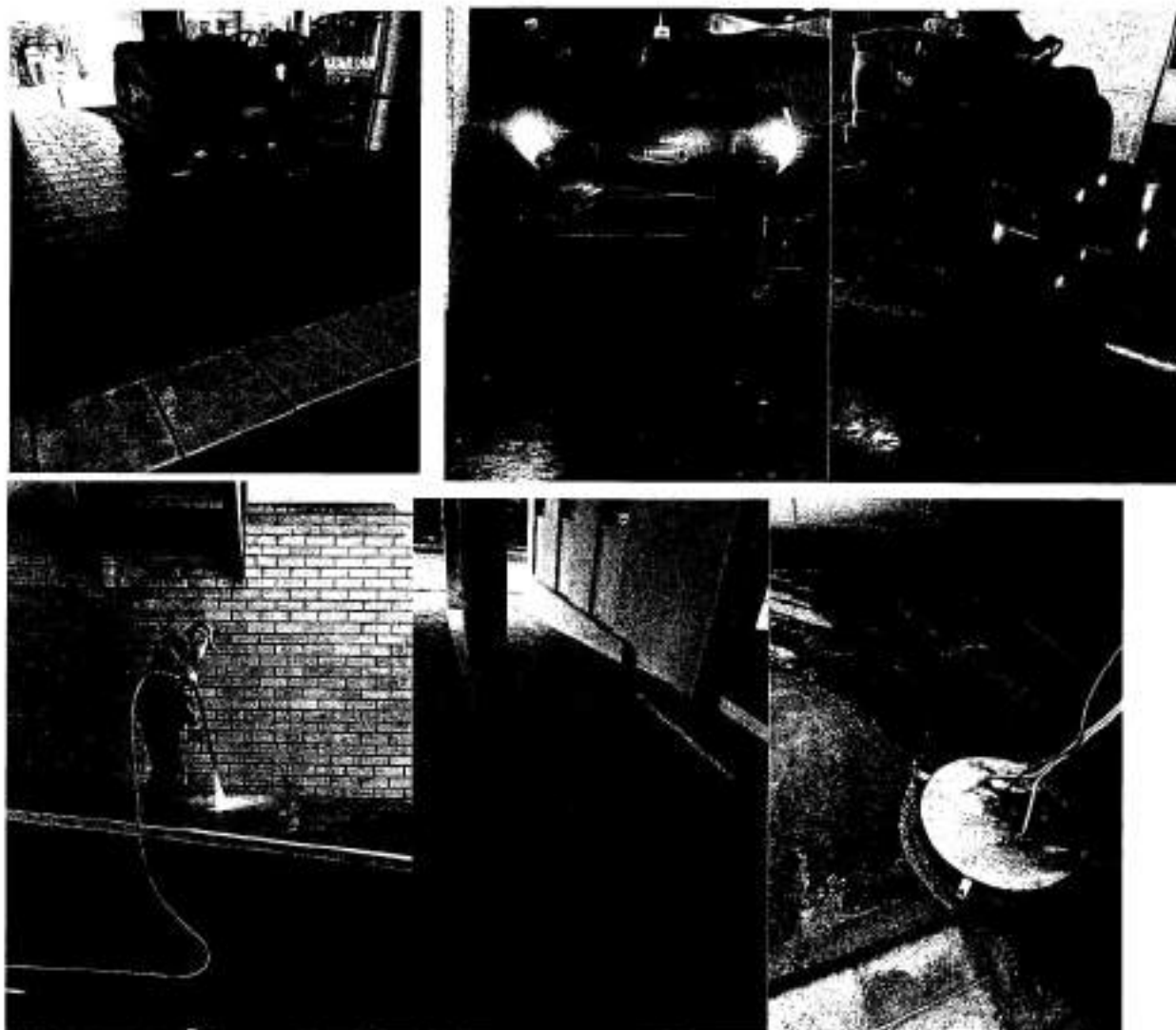
QUEEN VICTORIA APARTMENTS MAINTENANCE GROUP REPORT



Members:
John Cheesman
Bikash Nand
Randell M.

Car Park and Pressure Cleaning Report

The newly appointed contractor has successfully completed the car park and pressure cleaning works. The cleaning was carried out using heavy-duty equipment by a professional and well-coordinated team. The standard of work achieved was high, and MG has received significant positive feedback from residents.



Window Cleaning Report

The annual window cleaning has been successfully completed by the newly appointed contractor. The works were carried out in a safe and professional manner, ensuring all accessible windows were thoroughly cleaned to a high standard, and we have received positive feedback from residents regarding the quality of the work.

Disabled Car Park – Eastern Car Park

MG has received a quotation for line marking for disabled car park. The cost for the line marking is \$2257.50, plus approximately \$1,500.00 for installing bollard, bringing the total estimated cost to \$3,757.50.

MG considers this proposal is not viable at this stage due to the high cost, as well as the fact that implementing a wider disabled parking space would result in the loss of an additional two car parking spaces.



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Whittles Management
Services Pty Ltd atf
Whittles Strata Unit Trust
ABN 31 493 603 726

20 April 2026

Dear Corporation Member,

Please find attached the Minutes of the recent Management Committee Meeting for:

COMMUNITY CORP.20846 INC 160 Fullarton Road, ROSE PARK, SA, 5067.

Should you have any queries or concerns please do not hesitate to contact this office.

Yours faithfully
Mark Sorgini
Body Corporate Manager



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Minutes of the Management Committee Meeting
COMMUNITY CORP.20846 INC

**Minutes of the Management Committee Meeting
COMMUNITY CORP.20846 INC**

Meeting Date	Tuesday, 14 April 2026		
Meeting Location	Business Centre, 160 Fullarton Road, ROSE PARK, SA, 5067 and Via MS Teams		
Time	09:00 AM	Closed: 09:35 AM	
Lots Represented	00112	Ms A Rieger	Electronic vote
	00210	Mr W J McDonald	Treasurer present
	00401	Mr G H Murray	Committee member present
	00409	Ms L G Besch	Secretary present
	00706	Mr J A Halbert	Committee member present
	00708	MR R F McClure	Presiding Officer present
Chairperson	The Presiding Officer, MR R F McClure, presided over the meeting.		
Additional Attendees	Mr Bikash Nand, Building Supervisor, QVA Mark Sorgini representing Whittles Management Services Pty Ltd		
Apologies	Ms A Rieger		
Quorum	The Body Corporate Manager declared a quorum was present (in person or by proxy).		

Item 1		
Declaration of Interest		
All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.		

Motion 2		
Acceptance of Minutes	Ordinary Resolution	
It was resolved that in accordance with the provisions of s81(5)(b) of the <i>Community Titles Act 1996</i> , the minutes of the Management Committee Meeting held on 10 FEB 2026 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.		
Motion CARRIED.		

3 Financial Report		



**Better communities.
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Minutes of the Management Committee Meeting
COMMUNITY CORP.20846 INC

Item 3.1		
Current Balances		
As at 14 April 2026 current balances are: Administrative Fund Balance \$159,660.50 Sinking Fund Balance \$170,790.79 Total Outstanding \$112,475.85 (Due 15 April 2026) Term Deposit Balance \$440,913.18 Maturity date 28/05/2026 - @ 4.50% interest (agreement to be rolled over at expiry of current term for a further 3 months) Treasurer and member from Lot 401 are exploring options to establishing an 'at call' account to earn interest for surplus funds. Members reviewed and affirmed the proposed Budget as recommended by the Treasurer and Member from Lot 401.		

4 Correspondence		

Item 4.1		
Any New Correspondence to be Tabled		
No new correspondence received.		

5 Reports		

Item 5.1		
Building Supervisor's Report		
Report accepted. Moved: L Besch Seconded: J Halbert		

Item 5.2		
QVA Maintenance Group Report		
Report accepted. Moved: L Besch Seconded: G Murray		



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Minutes of the Management Committee Meeting
COMMUNITY CORP 20846 INC

Motion 5.3				
Insurance Valuation		Ordinary Resolution		
It was resolved that in accordance with s103 of the <i>Community Titles Act 1996</i>, the Body Corporate engage the services of a Licensed Valuer to provide an update of the current Insurance Valuation at an estimated cost of \$2,200.00 and that this valuation be adopted by the Body Corporate effective immediately upon receipt. A comprehensive professional valuation for insurance purposes performed in 05/23 recommended insurance cover of \$86,400,000 and is available for viewing at whittles.com.au through your owner portal.				
Motion CARRIED.				
Votes	Yes: 6	No: 0	Abs: 0	Inv: 0
6 Matters Arising from Previous Minutes				

Item 6.1		
Owner Recovery Balcony Repairs - Lot 201		
Following the receipt of Formal Legal Advice, the Committee have agreed to seek full recovery of all costs and provide the owner 14 days to pay.		



**Better communities.
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Minutes of the Management Committee Meeting
COMMUNITY CORP.20846 INC

Item 6.2

Essential Safety Provisions - Mechanical Ventilation Systems

At the Committee Meeting held on 18 November 2025, it was noted that there has been recent regulatory changes to the Development Act regarding the reporting and oversight of Form 3 Annual Essential Safety Provision Reports to Council. These changes have placed a greater responsibility on Councils to ensure strict compliance with all items listed on the Form 3 (copy attached).

Earlier this year, Council reviewed the QVA's Form 3 and identified that there was no evidence of maintenance for the mechanical ventilation system. This requirement is listed on the Form 3 as part of the building's certification, and Council is now insisting that all listed safety provisions are maintained and evidenced accordingly.

A quote for mechanical ventilation maintenance has been obtained as the QVA currently does not comply with its building certification.

However, Queen Victoria Apartments does not have the necessary infrastructure to operate the car park exhaust fans. It appears that certain critical components—specifically the BMS connection and CO₂ sensors—were never installed by the original developers. These missing elements must be rectified before any servicing or upgrade work can be undertaken.

The estimated cost to install the required components is approximately 20k-30k. While the car park exhaust infrastructure are physically present, they are not connected to any functional control system.

There are two possible options for consideration:

1. Install automatic monitoring (e.g., CO detectors in the carpark & BMS); or
2. Apply for building consent to upgrade the Form 1 to MBS002 and remove the requirement for automatic monitoring of atmospheric contaminants in the carpark.

The Building Supervisor recommends engaging Buildserv (Building Surveyors & Consultants) to provide professional advice and, if applicable, undertake the necessary building certification. Their assessment may enable the QVA to proceed with Option 2, which would remove the requirement for automatic monitoring.

Buildserv were contacted and recommended the Corporation seek a fee offer from Lucid Consulting to undertake the works. Lucid Consulting have responded advising they do not have capacity at this time.

Consequently, an alternate provider, Secon, has been approached to offer a fee offer in the first instance.

The next Form 3 was submitted to Council on 31 March 2026. Advice has been provided to council that the Corporation is actively exploring options in order to comply.

The Building Supervisor has been in contact with Secon and received confirmation that the Ground Carpark is compliant. However, it was noted that the basement carpark is inadequate and it was agreed to seek fee offers from a mechanical ventilation company in order to return existing infrastructure to full operation.

7 New or Any Other Business

Item 7.1**Whittles Committee Information Session**

Members to note the next Committee Information session was convened 23 March 2026 and was attended by the Treasurer and the Member from Lot 401.

They advised that they engaged with Committees from other complexes, one of which has developed a Code of Conduct and By-Laws that they have updated.

The Treasurer suggested that the QVA's By-Laws have served the Corporation well, although they are now 25 years old and would benefit from a review and updating to ensure that they will meet the Corporation's needs into the future.

It was resolved that a By-Law Sub-Group be formed consisting of the Secretary, Treasurer and Member from 401 (who will take the lead) to review the existing By-Laws.

8 Committee Decisions since Last Meeting**Item 8.1****Engage Engineer to Inspect Balcony Lot 204**

It was agreed to engage Jarred Robinson to undertake a visual non-destructive inspection to include Lot 204 only, above and below balcony and report on the condition of the existing building detailing visible defects, likely cause of damage and preparation of a detailed scope of works suitable for tendering.

It was confirmed that the engineer has an extremely busy schedule at present and it was agreed to wait for him to book in and undertake the review.

Item 9**AGM**

The Annual General Meeting has been scheduled for 6pm on Tuesday 12 May.

The Presiding Officer advised that he will deliver a report on behalf of the Management Committee. All Members confirmed their intention to re-stand and it was noted that no nominations were received from any other owners. The Member from 401 advised that regretfully he will be an apology for the AGM.

Item 10**Newsletter**

Any items for the next notice can be provided to the Maintenance Group for inclusion.

Members present congratulated the Building Supervisor and the Corporation Secretary on the production of the latest Newsletter.



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Minutes of the Management Committee Meeting
COMMUNITY CORP 20846 INC

Item 11		
Next Meeting & Closure		
It was agreed to convened the next Management Committee Meeting for 9am 23 June 2026.		

Owners can update their personal details anytime via the **Whittles Owner Portal** at www.whittles.com.au

- Log in using your primary registered email address or mobile number.

For faster delivery, we recommend receiving all correspondence and account notices via email.

Whittles operates a 24/7 emergency maintenance line. For after-hours emergencies, call 1300 778 886.

If you have another property you'd like Whittles to manage, please let your manager know, or request a quote on our website.

Queen Victoria Apartments

Monthly Report February 25 - April 2026

Notices issued to occupants/others

None

Moving In/out Levy charged**Moved in**

Lot 212– Katherine Ruth (Owner)

Moved out

Lot 406 – Owner

Incomplete work

Work	Est date to be completed
Repair water ingress in Lot 702- which requires external caulking works by abseiling.	Mid -May Sky High Access \$1815.00

Contractors attended during the month of February 25- April 26

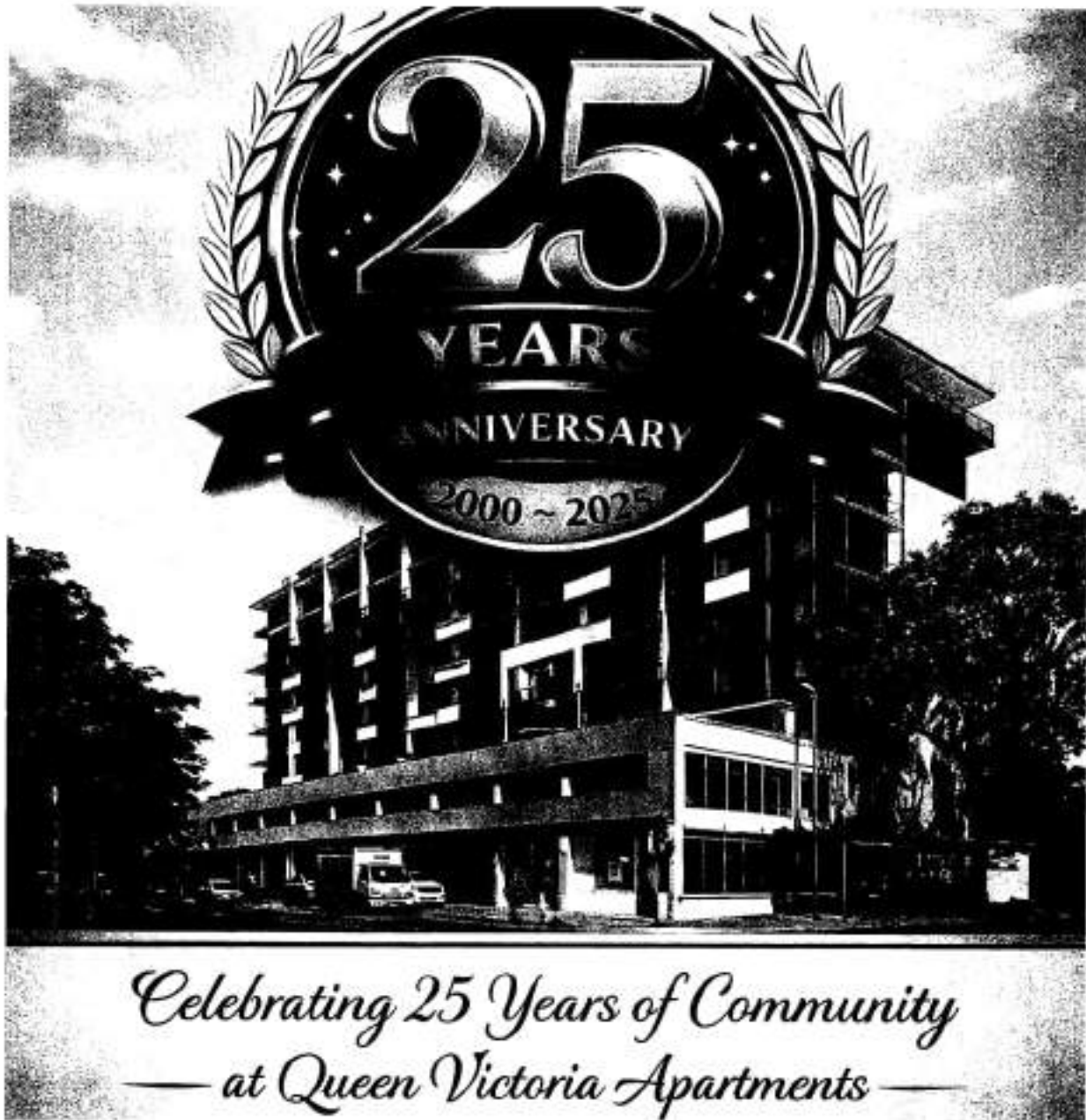
Date	Contractor	Work description	Price (ex gst)
02/02/2026	Kone	Checked the Level 7 lift button after a reported shock from the call button. - Investigation confirmed it was caused by static discharge, and the button plate is properly earthed.	
16/02/2026	Kone	Replaced tether slat along with all new fixing bolts in ground floor roller door.	
25/02/26	VIP Home Servcies	Trim hedges on eastern car park.	\$247.72
18/03/26	Kone	Servicing of both Lifts as per contract	
18/03/26	Kone	Servicing of both roller doors and sliding glass as per contract.	
17/03/26 08/04/26	Leads Construct	Water proofing of Lot 310 balcony	
26/03/26	Securetak	Supply new computer and install Titian software.	
30/03/26	J.K.Bevan	Backflow prevention device test (Annually)	
30/03/26	Trojan Fire	Check Fire door and Fire Compartmentation (annually)	
02/04/26	Trojan Fire	To check exit lights and emergency lights (6 monthly)	
07/04/26	RA&AM Scalzi	Replace Fluro light fitting in the gym area.	
Feb-April	Trojan Fire	Weekly inspection and testing of fire pumps	

Contractors Scheduled Maintenance

Contractor	Work Description	Last Visited	Next visit	Cost (exc gst)
Carpet Easy Clean	Carpet clean. (Quarterly)	January 2026	May 2026	\$850.00
Oz Environmental Services Pty Ltd	Car Park clean. Ground level & basement Clean external walls & Breezeway by pressure clean	Dec 2025	Dec 2026	\$3,000
Wills Window Washing	Clean external windows & balustrade glass (Annually)	Jan 2026	Dec 2026	\$9600.00
Kone	Garage door Servicing. (main)/Front Entrance door (01/10/25-30/09/26) (3 times a year) (Nov, March, July)	March 2026	July 2026	\$1509.12 per year
Greedy Gecko	General insect treatment. (Annually)	Nov 2024	Nov 2026	\$290.91
Kone	Servicing of lifts. (2 monthly) (3 years contract from 01/06/24)	March 26	May 2026	\$10,580 per year
Phil Schrapel	Gardner (Sept, April)	March 2026	Sept 2026	\$325.00
Fitness Fanatics SA Pty Ltd	Gym Servicing (David Dowd) (Annually)	October 2025	October 2026	\$220.00
J.K.Bevan Plumbing	Backflow Prevention Device Water industry Act 2012 (annually) <i>Location- Fire services pump room ground - floor. (Trojan fire)</i>	30/03/2026	30/03/2027	
J.K.Bevan Plumbing	Replace tempering valve in all apartment. (5 yearly replacement)	May 2022	May 2027	\$13,625.45
Trojan Fire Services	To check exit lights and emergency lights. (6 monthly in accordance with AS1851)	April 2026	October 2026	

Contractor	Work Description	Last Visited	Next visit	Cost(exc gst)
Trojan Fire Services	Test & Tag Fire Extinguishers. (6 monthly)	Jan 2026	July 2026	
Trojan Fire Services	3 yearly sprinkler control valves, Overhaul valve sets	Nov 2024	Nov 2027	\$985.00
Trojan Fire Services	3 Yearly Hydrant Booster Overhaul & Hydraulic Assessment	Sept 2025	Sept 2028	\$5,988.00
Trojan Fire Services	Hydrostatic Test- (6 yearly pressure test only)	Sept 2025	Sept 2031	\$5,100.00
Australian Solar care	Solar Panel Inspection and cleaning. (2 yearly maintenance)	Dec 2025	Dec 2027	\$513.13
Chubb Security	Maintenance of security fob, battery backup. (annually)	August 2024		\$406.28
Trojan Fire Services	Check and test all smoke detectors in the building. (Annually in accordance with AS1851)	June 2025	June 2026	
Kone	Safety check of both Lifts (annually)	June 2025	June 2026	
Heights Electrical	Test n tag 12 electrical items	October 23		\$80.00
Trojan Fire	Check Fire door and fire Compartmentation (annually)	March 2026	March 2027	
Beyond the Building	Safety Report Audit (3 yearly)	May 2021		
RA & Scalzi Electrical Services	Residual Current Devices (RCD) test for all common areas.	Sept 2024		
National Air Conditioning	Servicing of 1 gym and 2 meeting room air conditioners.	September 2023		
Mayfair plumbing	Servicing of Storm water pump Purchase on 10/02/23 (2 years warranty & 1 year labour Warranty)	February 2023		
Safe Fire Electrical	Thermal Imaging for 8 switch boards (annually)	April 2025	April 2026	\$555.00

QUEEN VICTORIA APARTMENTS MAINTENANCE GROUP REPORT



Members:
John Cheesman
Bikash Nand
Randell M

Mechanical ventilation system -Car Parks,

The Maintenance Group met with **Andrew Burrow**, Director of Secon Consulting Engineering, to review the ventilation conditions within both car park areas.

Following inspection, Mr Burrow confirmed that the airflow within the ground floor car park is satisfactory. Based on this assessment, he was prepared to recommend to the council to remove this from Form 3 requirements.

However, concerns were raised regarding the basement car park. Mr Burrow advised that the current airflow is insufficient and recommended the installation of CO₂ sensors and additional exhaust fans to achieve compliance.

Mr Burrow further indicated that reutilising the existing infrastructure would likely be the most cost-effective approach. However, his primary focus appears to be on restoring the existing system rather than considering the scope originally requested. This approach may result in a significantly higher overall project cost.

MG recommends that alternative solutions be explored. It is also advised that a mechanical contractor be engaged to independently assess the current system and provide recommendations to QVA. (See attached quotation)

Water Penetration from Lot 204 Balcony to Lot 106 Ceiling

An engineer has been engaged to assess the reported water penetration issue affecting the ceiling of Lot 106 originating from the balcony of Lot 204. MG has made contact with the engineer and is currently awaiting confirmation of his availability to attend site.

Despite recent rainfall over the past month, no further instances of water penetration have been reported to date. MG will continue to monitor the situation closely and provide updates to the Management Committee as required.

Upon receipt of the engineer's report, a detailed assessment will be undertaken to determine the appropriate course of action moving forward.



**Better communities.
The Whittles way.**

176 Fullarton Road
Dulwich SA 5065

08 8291 2300
whittles.com.au

Whittles Management
Services Pty Ltd atf
Whittles Strata Unit Trust
ABN 31 493 603 726

24 November 2025

Dear Corporation Member,

Please find attached the Minutes of the recent Management Committee Meeting for:

COMMUNITY CORP.20846 INC 160 Fullarton Road, ROSE PARK, SA, 5067.

Should you have any queries or concerns please do not hesitate to contact this office.

Yours faithfully
Mark Sorgini
Body Corporate Manager



**Better communities.
The Whittles way.**

Minutes of the Management Committee Meeting
COMMUNITY CORP.20846 INC

**Minutes of the Management Committee Meeting
COMMUNITY CORP.20846 INC**

Meeting Date	Tuesday, 18 November 2025	
Meeting Location	Business Centre, 160 Fullarton Road, ROSE PARK, SA, 5067 OR Vi Ms Teams	
Time	09:00 AM	Closed: 09:45 AM
Lots Represented	00112 Ms A Rieger Committee member present 00210 Mr W J McDonald Committee member present 00401 Mr G H Murray Committee member present 00409 Ms L G Besch Committee member present 00706 Mr J A Halbert Committee member present 00708 MR R F McClure Committee member present	
Chairperson	The Presiding Officer, MR R F McClure, presided over the meeting.	
Additional Attendees	Mr Bikash Nand, Building Supervisor, QVA Mark Sorgini representing Whittles Management Services Pty Ltd	
Quorum	The Body Corporate Manager declared a quorum was present.	

Item 1		
Declaration of Interest		
All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.		

Motion 2		
Acceptance of Minutes	Ordinary Resolution	
It was resolved that in accordance with the provisions of s94(7) of the <i>Community Titles Act 1996</i> , the minutes of the Management Committee Meeting held on 9 SEP 2025 and sent to owners be accepted as a true and correct record of the proceedings of that meeting. Moved: J Halbert Seconded: L Besch		
Motion CARRIED.		

3 Financial Report

Item 3.1		
Current Balances		
As at 18 November 2025 current balances were: Administrative Fund Balance \$143,266.64 Sinking Fund Balance \$235,256.27 Total Outstanding \$6,952.51 (Due 15 October 2025) Term Deposit Balance \$337,409.30 Maturity date 28/11/2025 - @ 4.12% interest. It was resolved to add a further \$100,000 from the Sinking Fund along with principle plus interest to the term deposit for 3 months upon expiry. Moved: G Murray Seconded: W McDonald		

4 Correspondence		

Motion 4.1		
Correspondence		
There were no new items of Correspondence tabled.		
5 Reports		

Item 5.1		
Building Supervisor's Report		
Report was tabled. Members were advised that revised window cleaning quotes are currently being sourced and will be circulated to members for approval upon receipt. The report was accepted by the Committee. Moved: L Besch Seconded: A Rieger		

Item 5.2**QVA Maintenance Group Report**

After reviewing the tabled report, members determined the following:

- **Carpark Line Marking**
Members noted that Queens Home retains the right to use six (6) carparks in the rear carpark area.

It was further noted that several internal carpark numbers are fading. A quote will be obtained for re-numbering these bays.

It was resolved to accept the quote from Rapid Response Linemarking to re-mark the Handicap parking bays only, at a cost of \$1,716 (GST inclusive).

Moved: W. McDonald

Seconded: J. Halbert
- **Eliminate water penetration into Lot 207**
It was resolved to accept the quote from Lead Construct to waterproof the parapet walls in Lot 308 to prevent further water penetration into Lot 207, for a total of \$23,364 (GST inclusive).

Moved: L. Besch

Seconded: A. Rieger
- **Upgrade Office Computer**
Members noted that the office computer requires replacement due to age and the inability to undertake further upgrades.

It was resolved to accept the quote from Securetek to supply and install a replacement computer, at a cost of \$2,389 (excluding GST).

Moved: A. Rieger

Seconded: L. Besch

Item 5.3**Sinking Fund Report**

The Draft Sinking Fund Report prepared by Napier Blakely for review.

All members were requested to review the report, and provide any feedback to the Treasurer. The report is to be discussed further at the next Meeting so any agreed amendments can be referred back to the author for inclusion.

6 Matters Arising from Previous Minutes



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Minutes of the Management Committee Meeting
COMMUNITY CORP.20846 INC

Item 6.1

Owner Recovery Balcony Repairs - Lot 201

It was noted that the Committee has provided multiple explanations regarding its decision to recover costs from the owner. Despite several offers from Committee representatives to discuss the proposed recovery action directly with the owner, these offers have not been accepted.

The Committee also observed that pot plants remain on the balcony, which may cause further damage to the structure.

It was resolved that the Body Corporate Manager is to write to the owner advising that, given no previous offers to discuss the matter have been taken up, the Committee is prepared to extend one final opportunity to negotiate regarding the proposed recovery action. Failure on the part of the owner to respond, is to result in the recovery being invoiced to the owner.

Moved: A Rieger

Seconded: J Halbert

Item 6.2

Air Conditioner Replacement - Lot 701

After inspection and report by Engineer J Robinson, the air conditioner was relocated to the same location with confirmation on how air conditioners for other Lots on Level 7 can also be replaced.

It was noted that this is a good outcome for all owners on Level 7.

7 New or Any Other Business



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Minutes of the Management Committee Meeting
COMMUNITY CORP 20846 INC

Item 7.1

Essential Safety Provisions - Mechanical Ventilation Systems

There have been recent regulatory changes to the Development Act regarding the reporting and oversight of Form 3 Annual Essential Safety Provision Reports to Council. These changes have placed a greater responsibility on Councils to ensure strict compliance with all items listed on the Form 3 (copy attached).

Earlier this year, Council reviewed the QVA's Form 3 and identified that there was no evidence of maintenance for the mechanical ventilation system. This requirement is listed on the Form 3 as part of the building's certification, and Council is now insisting that all listed safety provisions are maintained and evidenced accordingly.

A quote for mechanical ventilation maintenance has been obtained as the QVA currently does not comply with its building certification.

However, Queen Victoria Apartments does not have the necessary infrastructure to operate the car park exhaust fans. It appears that certain critical components—specifically the BMS connection and CO₂ sensors—were never installed by the original developers. These missing elements must be rectified before any servicing or upgrade work can be undertaken.

The estimated cost to install the required components is approximately 20k-30k. While the car park exhaust infrastructure are physically present, they are not connected to any functional control system.

There are two possible options for consideration:

1. Install automatic monitoring (e.g., CO₂ detectors in the carpark & BMS); or
2. Apply for building consent to upgrade the Form 1 to MBS002 and remove the requirement for automatic monitoring of atmospheric contaminants in the carpark.

The Building Supervisor recommends engaging Buildserv (Building Surveyors & Consultants) to provide professional advice and, if applicable, undertake the necessary building certification. Their assessment may enable the QVA to proceed with Option 2, which would remove the requirement for automatic monitoring.

The next Form 3 is due 31 March 2026.

After discussion about the issues, it was resolved to seek a quote from Buildserv in the first instance. Upon receipt, the Building Supervisor will circulate the quote to the Committee for consideration.

8 Committee Decisions since Last Meeting

Item 8.1

Committee Decisions

No decisions to be tabled.



**Better communities.
The Whittles way.**

Minutes of the Management Committee Meeting
COMMUNITY CORP 20846 INC

Item 9		
Newsletter		
Any items for the next notice can be provided to the Maintenance Group for inclusion.		

Item 10		
Next Meeting & Closure		
There was general agreement that the next meeting to be held at 9am on Tuesday 10 February 2026.		

Owners can update their personal details anytime via the **Whittles Owner Portal** at www.whittles.com.au

- Log in using your primary registered email address or mobile number.

For faster delivery, we recommend receiving all correspondence and account notices via email.

Whittles operates a 24/7 emergency maintenance line. For after-hours emergencies, call 1300 778 886.

If you have another property you'd like Whittles to manage, please let your manager know, or request a quote on our website.

Queen Victoria Apartments

Monthly Report October 25 - November 2025

Notices issued to occupants/others

None

Moving In/out Levy charged**Moved in**

Lot 103 – Suzzie (Tenant)

Lot 104 –Sussan (Tenant)

Lot 310-Jenny & Trevor (owner)

Moved out

Lot 310 –Brenda (owner)

Incomplete work

Work	Est date to be completed

Contractors attended during the month of October 25-November -25

Date	Contractor	Work description	Price (ex gst)
29/09/25	Rope Access Multiservice	Repaired water penetration by abseiling for Lots 705 and 708 (caulking of window ledges).	
02/10/25	VIP Home services	Hedge trimming and garden maintenance	
01/10/25 03/10/25	Rapid Response	Repaired water-damaged walls and ceilings for Lots 102 and 705.	
10/10/25	RA & AM Electrical	Replaced eastern garage lights.	
10/10/25	Trojan Fire	Annual servicing of both fire pumps.	
28/10/25	Peter Easy Carpet clean	Cleaned carpets on Level 1 and in both lifts.	
30/10/25	Trojan Fire	Repaired electric Fire pump	
03/11/25	Rapid Response	Re-secure the balcony ceiling by re-screwing the loose sections that were hanging down.	
05/11/25	Trojan Fire	Checked exit and emergency lights as per contract.	
05/11/25	RNW Fire services	Replaced 45Ah jacking pump battery.	
05/11/25	Trojan Fire	Replaced a faulty exit light in the western stairways that failed 90-minutes test.	
05/11/25	RNW Fire services	Replaced the cooling line pipes for both pumps.	
Oct-Nov 25	Trojan Fire	Checked and tested fire pumps (weekly)	

Contractors Scheduled Maintenance

Contractor	Work Description	Last Visited	Next visit	Cost (exc gst)
Carpet EasyClean	Carpet clean. (Quarterly)	October 2025	January 2026	\$850.00
Culby Clean	Car park clean. Ground level & basement (as required)	Nov 2024	Nov 2025	\$990.49
Rope Access Multiservice	Clean external windows & balustrade glass (Annually)	Dec 2024	Dec 2025	\$9800.00
Rope Access Multiservice	Anchor points inspection and tagging	Dec 2024	Dec 2025	\$500.00
Culby Clean	Clean external walls & Breezeway pressure clean. (Dec)	Dec 2024	Dec 2025	\$600.00
Kone	Garage door Servicing. (main)/Front Entrance door (01/10/24-30/09/25) (3 times a year) (Nov, March, July)	July 2025	Nov 2025	\$1465.08 per year
Greedy Gecko	General insect treatment.(Annually)	Nov 2024	Nov 2025	\$290.91
Kone	Servicing of lifts. (2 monthly) (3 years contract from 01/06/24)	Sept 25	Nov 2025	\$10,580 per year
Phil Schrapel	Gardner (Sept, April)	October 2025	April 2026	\$325.00
Fitness Fanatics SA Pty Ltd	Gym Servicing (David Dowd) (Annually)	October 2024	October 2025	\$220.00
J.K.Bevan Plumbing	Backflow Prevention Device Water industry Act 2012 (annually) <i>Location- Fire services pump room ground - floor. (Trojan fire)</i>	28/04/2025	28/04/2026	
J.K.Bevan Plumbing	Replace tempering valve in all apartment. (5 yearly replacement)	May 2022	May 2027	\$13,625.45
Trojan Fire Services	To check exit lights and emergency lights.(6 monthly in accordance with AS1851)	October 2025	April 2026	

Contractor	Work Description	Last Visited	Next visit	Cost(exc gst)
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Trojan Fire Services	3 yearly sprinkler control valves, Overhaul valve sets	Nov 2024	Nov 2027	\$985.00
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Trojan Fire Services	Hydrostatic Test- (6 yearly pressure test only)	Sept 2025	Sept 2031	\$5,100.00
Australian Solar care	Solar Panel Inspection and cleaning. (2 yearly maintenance)	October 2023	Nov 2025	\$550.00
Chubb Security	Maintenance of security fob, battery backup. (annually)	August 2024	August 2025	\$406.28
Trojan Fire Services	Check and test all smoke detectors in the building. (Annually in accordance with AS1851)	June 2025	June 2026	
Kone	Safety check of both Lifts (annually)	June 2025	June 2026	
Heights Electrical	Test n tag 12 electrical items	October 23	October 2025	\$80.00
Trojan Fire	Check Fire door and fire Compartmentation (annually)	May 2025	May 2026	
Beyond the Building	Safety Report Audit (3 yearly)	May 2021		
RA & Scalzi Electrical Services	Residual Current Devices (RCD) test for all common areas.	Sept 2024	Sept 2025	
National Air Conditioning	Servicing of 1 gym and 2 meeting room air conditioners.	September 2023	September 2024	
Mayfair plumbing	Servicing of Storm water pump Purchase on 10/02/23 (2 years warranty & 1 year labour Warranty)	February 2023		
Safe Fire Electrical	Thermal Imaging for 8 switch boards (annually)	April 2025	April 2026	\$555.00

QUEEN VICTORIA APARTMENTS MAINTENANCE GROUP REPORT



Members:
John Cheesman
Bikash Nand
Randell M.

Hot Water – Level 1

The ongoing hot water issues on Level 1 have now been **fully resolved**, providing consistent and reliable service to all affected residents. Following detailed investigation and corrective works, the hot water supply is now stable. Residents previously impacted by intermittent or no hot water have expressed **satisfaction with the outcome**.

Quotations for Approval

1. Rapid Response Maintenance

Scope: Disable car parking line marking to ensure compliance with regulations.

Works: Line marking and installation of two bollards.

Quoted Cost: \$1,716.00

2. Leads Construct

Scope: Eliminate water penetration into Lot 207 by waterproofing the balcony of Lot 308.

Quoted Cost: \$21,240.00

3. Securetek

Scope: Office computer upgrade to a new Dell system.

Quoted Cost: \$2,389.00

Notes:

The current system operates on Windows 10 Home Edition, which will reach end-of-support on **October 14, 2025**. The existing setup is experiencing syncing issues between Gmail and Microsoft Outlook, along with overall slow performance.

The quote includes full setup of the new PC, installation and configuration of Titan software, a USB-to-serial adaptor for fob-making software, file transfer, and installation of Microsoft Office by **Bikash**.

All quotations are attached for review and approval.

Quote



**rapid
response
maintenance**

Attn: Bikash Nand

**Queen Victoria Apartments
160 Fullarton Road
Rose Park SA 5067**

Quote No: 00015447

Date: 17/10/2025

Order No:

Page 1 of 1

DESCRIPTION	Total (inc GST)
160 FULLARTON RD ROSE PARK	
Following our site visit at the above premises please find below a quotation as requested regarding the handicap carparks and the carpark line marking.	
SCOPE OF WORKS	
Conduct an assessment of the environment for safe working practices	
QUOTE 1: Handicap Car Parks	
Re line mark the yellow lines next to the handicap carparks with diagonal lines total approx 42LM	\$1,716.00
Re line mark the 2 handicap symbols	
Re line mark the 4 NO PARKING	
Supply and concrete in ground 2 yellow 90mm bollards	
QUOTE 2: Re line mark all carparks in white road marking paint	\$2,332.00
Total approx 200LM	

general handyman
gyprock repairs
doors & locks
fences & gates
water damage repairs
trip hazard repairs
concrete grinding
concrete
bitumen
paving
roof & gutter repairs
eave & fascia repairs
prepainting repairs
general carpentry
line marking
wheel stops
bollards
plastering
brickwork repairs
graffiti removal
painting
tiling repairs
and more

Quotation is valid for 30 days

Payment Term: Net 30

TOTAL \$4,048.00

Total includes GST of \$368.00

Disclaimer: While all attempts have been made to provide an accurate quotation, the actual extent of the works can only be accurately determined after commencement of the works & removal of existing materials and products. We reserve the right to vary the final price of this quotation due to unexpected condition. Notification for any variation to the price will be provided prior to continuing the works.

general property maintenance * professional workmanship * all areas

Ph: 1300 885 361

email: info@rapid-response.com.au

www.rapid-response.com.au Postal: PO Box 680 Brooklyn Park SA 5032

Lic No.BLD 236750 ABN 16 907 995 873

Quotation

Job Number	LC0170	Date	09/10/2025
Client Reference	Strata Corp 20468	Report By	Diako Abraham
Customer Name	Bikash Nand		
Site Address	160 Fullarton Road, Rose Park, SA 5067		

Tiling repair to apartment 308

Tiling repair to apartment 308

Remove vertical wall panels to parapet wall to expose structure for waterproofing.

Remove tiles to balcony complete.

Remove any screed, adhesive and water proofing to expose crack.

The crack to be ground open to a minimum of 5mm wide and 5mm deep and repaired with Ardex RA 56 as per manufacturer's specifications.

Prime exposed slab area with Ardex WPM 300.

Provide reinforcing tape over crack and apply two coats of Ardex WPM 155.

Replace tiles. The existing tiles may not be matched. A suitable tile sample will be provided for approval. Grout and silicone as required. Grout colour may not match the existing.

Reinstate wall panel and locally paint to match. Some colour variation may occur.

Leave area clean and tidy and dispose of any waste.

No allowance has been made to remove and reinstate an AC unit.

Allowance to remove and reinstate plant pots to be stored on site.

Coordinate and schedule repairs.

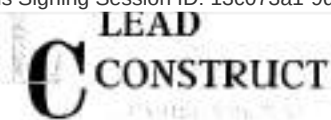
Totals

Totals

Subtotal	\$21,240.00
GST	\$2,124.00
Total	\$23,364.00

Additional Notes:

- We expect the corporation / site owner to allow us to use on site power and water for repair work



purposes. Additional charges may apply for the supply of a portable power generator or to bring water to site.

- No allowance has been made for electrical or plumbing works not specified in this quote in particular, existing non-compliance issues or re-direction / repair of under ground services.
- Where exclusion zones are set up, they may not be accessed unless prior written arrangements have been made or site instructions have been given by a personnel in charge on site.
- If access is required through a lift service the protection of the lift must be arranged by the corporation.
- Any work not listed in this quote may become a variation. We recommend a contingency fund to be allowed for this project to cover any further / unforeseen works required. Any minor variation totalling to less than 5% of the project cost may be actioned and charged with photographic evidence being made available to the corporation. We will also inform the corporation / site owner as soon as variation arises.
- When repairs involve new tiles meeting existing ones, please be aware of factors beyond our control, such as differences in tile sizes, the age of the existing tiles, their availability, and variations between tile batches. While we strive to provide the best possible tile samples, these variances mean we cannot guarantee exact matches in grout lines, grout colour, or tile appearance.
- No allowance has been made to handle or remove asbestos unless specified in quote.
- This quote may be subject to a deposit and/or a progress payment schedule.
- This quote is valid for 30 days only

11/4/25, 10:33 AM

Gmail - Quote



Bikash Nand <queenvictoriaapts160@gmail.com>

Quote

1 message

Tony Belperio <tony@securetek.net.au>
To: Bikash Nand <queenvictoriaapts160@gmail.com>

Tue, Jul 15, 2025 at 12:22 AM

Hi Bikash, as per phone call, attached is the data sheet for the proposed PC.

Quote includes setting up of the PC, installation and configuring of Titan and a USB to serial adaptor.

Cost of the above will be \$2,389.00 + GST

I don't recall if you need a new monitor, please advise.

If you do, I can probably get a bundle which includes a 24" monitor for \$130.00 + GST extra.

Kind Regards,

Tony Belperio

Securetek
Ph. 0403 616 166

Fax. 08 8118 0117

tony@securetek.net.au

www.securetek.net.au



Note:

This communication is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged and confidential. If you are not the intended recipient, or the employee or agent responsible for delivering the communication to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited without the express consent of the sender or the intended recipient. If you receive this communication in error, please notify us immediately.



**rapid
response
maintenance**

Quote

Attn: Bikash Nand

**Queen Victoria Apartments
160 Fullarton Road
Rose Park SA 5067**

Quote No: 00015447

Date: 17/10/2025

Order No:

Page 1 of 1

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Quotation is valid for 30 days Payment Term: Net 30 Disclaimer: While all attempts have been made to provide an accurate quotation, the actual extent of the works can only be accurately determined after commencement of the works & removal of existing materials and products. We reserve the right to vary the final price of this quotation due to unexpected condition. Notification for any variation to the price will be provided prior to continuing the works.	TOTAL \$4,048.00 Total includes GST of \$368.00

general handyman
gyprock repairs
doors & locks
fences & gates
water damage repairs
trip hazard repairs
concrete grinding
concrete
bitumen
paving
roof & gutter repairs
eave & fascia repairs
prepainting repairs
general carpentry
line marking
wheel stops
bollards
plastering
brickwork repairs
graffiti removal
painting
tiling repairs
and more

general property maintenance * professional workmanship * all areas

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Allowance to remove and reinstate plant pots to be stored on site.

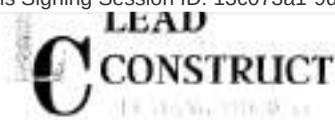
Coordinate and schedule repairs.

Totals

	Totals
Subtotal	\$21,240.00
GST	\$2,124.00
Total	\$23,364.00

Additional Notes:

- We expect the corporation / site owner to allow us to use on site power and water for repair work



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- If access is required through a lift service the protection of the lift must be arranged by the corporation.
- Any work not listed in this quote may become a variation. We recommend a contingency fund to be allowed for this project to cover any further / unforeseen works required. Any minor variation totalling to less than 5% of the project cost may be actioned and charged with photographic evidence being made available to the corporation. We will also inform the corporation / site owner as soon as variation arises.
- When repairs involve new tiles meeting existing ones, please be aware of factors beyond our control, such as differences in tile sizes, the age of the existing tiles, their availability, and variations between tile batches. While we strive to provide the best possible tile samples, these variances mean we cannot guarantee exact matches in grout lines, grout colour, or tile appearance.
- No allowance has been made to handle or remove asbestos unless specified in quote.
- This quote may be subject to a deposit and/or a progress payment schedule.
- This quote is valid for 30 days only

11/4/25, 10:33 AM

Gmail - Quote



Bikash Nand <queenvictoriaapts160@gmail.com>

Quote

1 message

Tony Belperio <tony@securetek.net.au>
To: Bikash Nand <queenvictoriaapts160@gmail.com>

Tue, Jul 15, 2025 at 12:22 AM

Hi Bikash, as per phone call, attached is the data sheet for the proposed PC.

Quote includes setting up of the PC, installation and configuring of Titan and a USB to serial adaptor.

Cost of the above will be \$2,389.00 + GST

I don't recall if you need a new monitor, please advise.

If you do, I can probably get a bundle which includes a 24" monitor for \$130.00 + GST extra.

Kind Regards,

Tony Belperio

Securetek
Ph. 0403 616 166

Fax. 08 8118 0117

tony@securetek.net.au

www.securetek.net.au



Note:

This communication is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged and confidential. If you are not the intended recipient, or the employee or agent responsible for delivering the communication to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited without the express consent of the sender or the intended recipient. If you receive this communication in error, please notify us immediately.



**Better communities.
The Whittles way.**

176 Fullarton Road
Dulwich SA 5065

08 8291 2300
whittles.com.au

Whittles Management
Services Pty Ltd atf
Whittles Strata Unit Trust
ABN 31 493 603 726

22 September 2025

Dear Corporation Member,

Please find attached the Minutes of the recent Management Committee Meeting for:

COMMUNITY CORP.20846 INC 160 Fullarton Road, ROSE PARK, SA, 5067.

Should you have any queries or concerns please do not hesitate to contact this office.

Yours faithfully
Mark Sorgini
Body Corporate Manager



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**Minutes of the Management Committee Meeting
COMMUNITY CORP.20846 INC**

Meeting Date	Tuesday, 09 September 2025		
Meeting Location	Business Centre, 160 Fullarton Road, ROSE PARK, SA, 5067 and Via MS Teams		
Time	09:00 AM	Closed: 09:35 AM	
Lots Represented	00112	Ms A Rieger	Electronic vote
	00210	Mr W J McDonald	Committee member present
	00401	Mr G H Murray	Committee member present
	00409	Ms L G Besch	Committee member present
	00708	MR R F McClure	Committee member present
Chairperson	The Presiding Officer, MR R F McClure, presided over the meeting.		
Additional Attendees	Mr B Nand, Building Supervisor QVA; Mark Sorgini representing Whittles Management Services Pty Ltd		
Apologies	A Rieger, J Halbert		
Quorum	The Body Corporate Manager declared a quorum was present (in person or by proxy).		

Item 1		
Declaration of Interest		
All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.		

Motion 2		
Acceptance of Minutes	Ordinary Resolution	
It was resolved that in accordance with the provisions of s81(5)(b) of the <i>Community Titles Act 1996</i> , the minutes of the Management Committee Meeting held on 17 JUN 2025 and sent to members be accepted as a true and correct record of the proceedings of that meeting.		
Moved: L Besch Seconded: G Murray		
Motion CARRIED.		

3 Financial Report



**Better communities.
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Item 3.1

Current Balances

As at 1 September 2025 current balances were:

Administrative Fund Balance \$73,051.73

Sinking Fund Balance \$218,547.26

Total Outstanding \$2,667.31 (Due 15 July 2025)

Term Deposit Balance \$337,409.30 Maturity date 28/11/2025 - @ 4.12% interest (decision to be made on whether to be rolled over at expiry of current term)

Treasurer provided update.

4 Correspondence

Motion 4.1

Correspondence

Ordinary Resolution

No New Items of Correspondence to be tabled.

Motion CARRIED.

5 Reports

Item 5.1

Building Supervisor's Report

Report was tabled and it was noted that repairs to Lots 102 and 705 (as outlaid in the report) remain outstanding.

Item 5.2

QVA Maintenance Group Report

No report this meeting.

6 Matters Arising from Previous Minutes

Whittles**Better communities.
The Whittles way.****Item 6.1****Owner Recovery Balcony Repairs 201**

It was noted that no further communication had been received by the owner or representatives from Lot 201 to discuss the recovery due to damage caused to the balcony of that Lot due to pot plants being placed directly on the balcony.

It was resolved that the Body Corporate Manager contact the owner's brother to discuss and that the Presiding Officer, Treasurer, Building Supervisor and Body Corporate Manager be involved.

Further, the Manager was instructed to prepare draft advice for the committee's review to all owners and agents recommending pots need to be raised off of the tiles on balconies to avoid damage to the structure and that they should be regularly inspected.

7 New or Any Other Business**Item 7.1****Owner Recovery Lot 114 - Tempering Valves**

The owner of Lot 114 is contesting the recovery of replacement of his tempering valve.

Tempering valves control the flow of hot water into properties to stop people from getting burnt by hot water. They generally last around 5 years although can fail earlier. Signs of failure of a tempering valve include loss of hot water, inconsistent temperatures, or reduced pressure.

The owner of Lot 114 advises, "I had no problems with my hot water prior to last Monday, where works were carried out & the water was turned off for a long period of the day, into the evening

From Monday night I had no hot water, this was advised to Bikash, even after the plumber attended Tuesday evening, Wednesday morning no hot water, Wednesday night no hot water, then Thursday morning I ended up running the hot water for over 12 minutes before I started to get some warm water / hot water, I had to do the same on Thursday night & Friday morning. I come home on Friday afternoon & my hot water is all good like before the works last Monday

So after the so called need to replace the valve, I question this, the next morning I had no hot water anyway

As stated above I had no problems with hot water & the valve prior to the last Monday's works, so I question why I should where the cost, there was something obviously done to effect my hot water supply, we'll lack of

Not happy at all, I don't believe there was a fault with the valve, based on the following days of no hot water and subsequent wasting of so much water etc to even get warm / hot water, then it's all good again after Friday afternoon / evening, I'm assuming someone came and fixed, rectified was wasn't done correctly during last Monday's repairs"

We understand that the failure of hot water was limited to Lot 114 and that there were no other apartments impacted.

As Tempering valves are exclusively used by individual apartments (ie your tempering valve services your apartment exclusively) costs to repair or replace are recovered from individual owners.

The owner requested this be reviewed by the Committee, who agreed, that as there are still issues with the hot water, to remove the charge.

Whittles**Better communities.
The Whittles way.****Item 7.2****Air Conditioner Replacement Lot 701**

The owner of Lot 701 has organised for the air conditioner in that Apartment to be replaced.

However, the owner's preferred installer - Seasonair, advise that it cannot be replaced in the same location in the same manner and the advice she has received is that other residents on level 7 will be faced with the same issues as she will

This raises several issues, namely, that as per s102 of the *Community Titles Act 1996*, an owner wishing to undertake prescribed works requires approval at a general meeting of the Body Corporate.

Prescribed works are defined as;

"prescribed work in relation to a lot means—

- (a) the erection, alteration, demolition or removal of a building;
- (b) the alteration of the external appearance of a building."

Further, a quote from an engineer has been sought to undertake investigation and provide advice to the Committee about the proposed installation to ensure the Corporation's interests are protected. Engineer's quote to be forwarded to the Committee upon receipt.

A quote for engineer's inspection and site visit to review installation methods and provide commentary was tabled for \$1,705. It was agreed to engage the engineer and if installation required in alternate location, to call an Extraordinary General Meeting (EGM).

Manager's Note: Subsequent to the meeting, the engineer was engaged and has provided recommendations for a like-for-like installation on the roof. As a result, there is no requirement to convene an Extraordinary General Meeting.

Item 7.3**Disabled Parking**

The Treasurer suggested that investigation occur where the four (4) carparks next to the drive-through be moved next to the shed. He suggested that moving the disabled parks should make the drive through wider and that new disabled parking be renewed in line with current specifications. It was agreed that the Building Supervisor obtain quote from line-marking firms to investigate.

Item 7.4**Pot Plants from of Building**

It was noted that the pot plants to the front of the complex had been removed. The Committee agreed to leave the area as is and not replace the pot plants.

8 Committee Decisions since Last Meeting**Item 8.1****3-6 Year Fire Testing**

Agreement to proceed with 3-6 yearly fire testing.



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Item 8.2		
Building Insurance Renewal		
Insurance was renewed with CHU with replacement cover of \$86.4M and excess of \$5,000 for \$64,765.34 (ex GST).		

Item 8.3		
Building Supervisor Review		
The Management Committee undertook a performance review of the Building Supervisor and agreed to award a 5% pay increase from \$70,869.75 to \$74,413.25 gross per annum effective from payday Wednesday 6 August 2025.		

Item 9		
Newsletter		
Any items for the next notice can be provided to the Maintenance Group for inclusion. It was noted next Newsletter to be issued before Christmas.		

Item 10		
Next Meeting & Closure		
9am Tuesday 18 November 2025.		

Owners are able to access & update their personal details through the Whittles Owner Portal online.

To access your account go to www.whittles.com.au and login using either your registered mobile number or email address.

**** Please note that Whittles recommends receiving all correspondence and account notices via email for timely delivery.***

If you have another property, you'd like to consider for management by Whittles, please let your manager know so we can arrange a proposal. Alternatively, you can request a quote through our website.

Queen Victoria Apartments

Monthly Report –June 25 -August 2025

Notices issued to occupants/others

None

Moving In/out Levy charged

Moved in

Moved out

Lot 103 – Kyuhyun Kim 044/07/25 (Tenant)

Incomplete work

Work	Est date to be completed
Ceiling repair work on Level 1 -Following the hot water pipe repair work – Rapid Response Maintenance.	Mid -Sept
Lot 102 – Ceiling repair & painting –water damage Lot 705- Replacing skirting board – water damage Lot 705 -Water Penetration repair work carried out via abseiling	

Contractors attended during the month of June 25-August -25

Date	Contractor	Work description	Price (ex gst)
04/06/2025	Securetek	Replace the faulty electric strike to the rear entrance door	
04/06/2025	Kone	Inspect and repair the front entrance door, which was malfunctioning	
10/06/2025	Rapid Response	Repair ceiling in Level 5 ,which was damaged by leaking hot water pipe	
16/06/2025	Kone	Front entrance glass door servicing -as per contract	
23/06/2025	Trojan Fire	Check and test smoke detectors in the building.(annually)	
25/06/2025	Kone	Safety check of both lifts. (annually)	
27/06/2025	J.k Bevan	Repair Hot water pipe level 1.	
30/06/2025 04/07/2025	Assured Painting	Paint plant room in Level 7.	
02/07/2025	Trojan Fire	Test and check fire extinguishers as per contract.	
07/07/2025	Glass & More	Remove and replace damaged silicone on external window for Lot 501,706	
16/07/2025 17/07/2025	J.K.Bevan	Replaced hot water pipe in level 1 and replaced hot/cold water insulation valve in level 1.	
23/07/2025	J.K.Bevan	Replaced tempering valve –Lot 114	
16/07/2025	Kone	Servicing of both roller doors as per contract	
16/07/2025	Peter Easy Carpet clean	Cleaned carpet in levels 1, 2, 5 and both lifts.	
30/07/2025	Trojan Fire	Repair pipe in Plant room which was leaking.	
30/07/2025	J.K.Bevan	Check apartment no 110,111,112,113 regarding hot water issues	
30/07/2025	Kone	Check and repair lift no 2 door & Servicing	
01/08/2025	J.K.Bevan	Replace tempering valve for lot 110,107	
06/08/2025	Rapid Response	Repair damaged balcony ceiling in lot 103	
27/08/2025	J.K.Bevan	Check tempering valve for levels 1,2	
June-August 25	Trojan Fire	Check and test fire pump every week.	

Contractors Scheduled Maintenance

Contractor	Work Description	Last Visited	Next visit	Cost (exc gst)
Carpet EasyClean	Carpet clean. (Quarterly)	July 2025	October 2025	\$850.00
Culby Clean	Car park clean. Ground level & basement (as required)	Nov 2024	Nov 2025	\$990.49
Rope Access Multiservice	Clean external windows & balustrade glass (Annually)	Dec 2024	Dec 2025	\$9800.00
Rope Access Multiservice	Anchor points inspection and tagging	Dec 2024	Dec 2025	\$500.00
Culby Clean	Clean external walls & Breezeway pressure clean. (Dec)	Dec 2024	Dec 2025	\$600.00
Kone	Garage door Servicing. (main)/Front Entrance door (01/10/24-30/09/25) (3 times a year) (Nov, March, July)	July 2025	Nov 2025	\$1465.08 per year
Greedy Gecko	General insect treatment.(Annually)	Nov 2024	Nov 2025	\$290.91
Kone	Servicing of lifts. (2 monthly) (3 years contract from 01/06/24)	July 2025	Sept 2025	\$10,580 per year
Phil Schrapel	Gardner (Sept, April)	December 2024	April 2025	\$325.00
Fitness Fanatics SA Pty Ltd	Gym Servicing (David Dowd) (Annually)	October 2024	October 2025	\$220.00
J.K.Bevan Plumbing	Backflow Prevention Device Water industry Act 2012 (annually) <i>Location- Fire services pump room ground - floor. (Trojan fire)</i>	28/04/2025	28/04/2026	
J.K.Bevan Plumbing	Replace tempering valve in all apartment. (5 yearly replacement)	13/05/2022	20/02/2027	\$13,625.45
Trojan Fire Services	To check exit lights and emergency lights.(6 monthly in accordance with AS1851)	April 2025	October 2025	

Contractor	Work Description	Last Visited	Next visit	Cost(exc gst)
Trojan Fire Services	Test & Tag Fire Extinguishers. (6 monthly)	July 2025	Jan 2026	
Trojan Fire Services	3 yearly sprinkler control valves, Overhaul valve sets	Nov 2024	Nov 2027	\$985.00
Trojan Fire Services	3/6 yearly overhaul & Hydraulic assessment. (3/6 yearly overhaul & Hydraulic assessment)	6 th Sept 2019	Sept 2025	
Australian Solar care	Solar Panel Inspection and cleaning. (2 yearly maintenance)	October 2023	October 2025	\$550.00
Chubb Security	Maintenance of security fob, battery backup. (annually)	August 2024	August 2025	\$406.28
Trojan Fire Services	Check and test all smoke detectors in the building. (Annually in accordance with AS1851)	June 2025	June 2026	
Kone	Safety check of both Lifts (annually)	June 2025	June 2026	
Heights Electrical	Test n tag 12 electrical items	October 23	October 2025	\$80.00
Trojan Fire	Check Fire door and fire Compartmentation (annually)	May 2025	May 2026	
Beyond the Building	Safety Report Audit (3 yearly)	May 2021		
RA & Scalzi Electrical Services	Residual Current Devices (RCD) test for all common areas.	Sept 2024	Sept 2025	
National Air Conditioning	Servicing of 1 gym and 2 meeting room air conditioners.	September 2023	September 2024	
Mayfair plumbing	Servicing of Storm water pump Purchase on 10/02/23 (2 years warranty & 1 year labour Warranty)	February 2023	February 2025	
Safe Fire Electrical	Thermal Imaging for 8 switch boards (annually)	April 2025	April 2026	\$555.00



Strata and Community Title Services

30 June 2025

Dear Corporation Member,

Please find attached the Minutes of the recent Management Committee Meeting for:

COMMUNITY CORP.20846 INC 160 Fullarton Road, ROSE PARK, SA, 5067.

Should you have any queries or concerns please do not hesitate to contact this office.

Yours faithfully

Mark Sorgini

Body Corporate Manager



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP.20846 INC**Minutes of the Management Committee Meeting
COMMUNITY CORP.20846 INC**

Meeting Date	Tuesday, 17 June 2025	
Meeting Location	Business Centre, 160 Fullarton Road, ROSE PARK, SA, 5067 and Via MS Teams	
Time	09:00 AM	Closed: 09:30 AM
Lots Represented	00112 Ms A Rieger Committee member present 00210 Mr W J McDonald Committee member present 00401 Mr G H Murray Committee member present 00409 Ms L G Besch Committee member present 00708 MR R F McClure Committee member present	
Chairperson	The Presiding Officer Mr R F McClure, presided over the meeting.	
Additional Attendees	Mr Bikash Nand, Building Supervisor Mark Sorgini representing Whittles Management Services Pty Ltd	
Apologies	J Halbert Lot 706	
Quorum	A quorum was declared present (in person or by proxy).	

Item 1		
Declaration of Interest		
All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.		

Motion 2		
Acceptance of Minutes	Ordinary Resolution	
In accordance with the provisions of s81(5)(b) of the <i>Community Titles Act 1996</i> , the minutes of the Management Committee Meeting held on 14 APR 2025 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.		
Motion CARRIED.		

3 Financial Report		



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP.20846 INC

Item 3.1		
Current Balances		
Members noted that as at 10 June 2025 current balances are:		
Administrative Fund Balance \$126,499.38		
Sinking Fund Balance \$192,814.58		
Total Outstanding \$3,718.50 (Due 15 April 2025)		
Term Deposit Balance \$333,958.09 Maturity date 28/08/2025 - @ 4.10% interest (decision to be made on whether to be rolled over at expiry of current term)		

4 Correspondence		

Motion 4.1		
Correspondence		
There were no new items of Correspondence tabled.		
5 Reports		

Item 5.1		
Building Supervisor's Report		
Report tabled.		
It was noted that the water leak on Level 5 was repaired and the damaged ceiling reinstated.		
The report was accepted by the Committee.		
Moved: L Besch		
Seconded: A Rieger		



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP.20846 INC

Item 5.2

QVA Maintenance Group Report

The report was tabled.

It was noted that quotations have been sourced for painting Eastern Fire Floor. A quote for the floor works was tabled for \$2,890. It was agreed that this is to be reviewed in October as the area will need to be closed for approximately 7 days for the works to be completed.

It was resolved to proceed with the repainting of the Level 7 plant room now.

Further it was noted that Savant Energy is now Active Utilities.

The report was accepted by the Committee.

Moved: L Besch

Seconded: A Rieger

6 Matters Arising from Previous Minutes

Item 6.1

Telstra Lease

The Treasurer confirmed that the lease has been signed with the originals sent to Telstra's Solicitors interstate to be counter-signed.

Item 6.2

Owner Recovery Balcony Repairs 201

At the Committee Meeting held on 3 February 2025, the Committee reviewed evidence provided by the Builder as to the cause of damage to the balcony for Lot 201, and resolved to seek recovery of costs from the owner. This decision was based on findings that tree roots from pots on the balcony had penetrated the slab, resulting in damage to the balcony and water ingress affecting the apartment below.

The owner of Lot 201 has appointed her brother as her representative to raise her objections to the recovery and discuss the matter on her behalf.

Attached was a copy of the correspondence sent to both the owner and her representative, outlining the Committee's concerns and extending an offer to meet in an effort to resolve the issue collaboratively.

It was resolved that the Presiding Officer, Treasurer, Building Supervisor, Builder and Body Corporate Manager to meet to discuss the issue and then meet with the owner's brother.



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP 30846 INC

7 New or Any Other Business

Item 7.1

Inappropriate Use of the Noticeboard

Following recent failure of the access control for the Eastern Carpark entrance, the owner of 310 placed a notice on the noticeboard potentially bringing the Corporation into disrepute and breaching By-Law 7.17 which states:

A Lotholder or Occupier is prohibited from publishing or causing or contributing to be published, through any media, other persons, organization or any articles, statements, press releases or comments regarding any building issues, whether structural or safety or of any other nature, which may or could contribute to or cause directly or indirectly any decline or reduction in the value of the strata property as a whole or individual lots therein, without the prior approval of the Body Corporate.

It has been suggested that the owner be issued a formal warning about the appropriateness of using the Noticeboard and educated on the appropriate mechanisms in place on how to report maintenance items when they arise.

Committee Members agreed that the Body Corporate Manager prepare correspondence to all owners regarding appropriate use of the Corporation's noticeboard and reporting maintenance issues to Building Supervisor in the first instance.

Item 7.2

Building Insurance Renewal

It was noted that quotes are currently being sought for building insurance renewal which is due 30 July 2025.

These will be provided to the Treasurer to review and forward to committee members upon receipt for determination.

Item 7.3

Parking in Bay Reserved for Disabled Parking

It was noted that residents in Lot 102 have been observed parking their vehicle in a bay reserved for disabled parking permit holders only.

It was resolved that a By-Law Breach warning letter be issued to the owners of Lot 102, advising them that parking in a disabled bay without a permit is a breach of the Corporation's By-Laws and can incur fines.

8 Committee Decisions since Last Meeting



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP 20846 INC

Item 8.1		
Committee Decisions		
No formal decisions were made to be tabled.		

Item 9		
Newsletter		
Any items for the next notice can be provided to the Maintenance Group for inclusion.		

Item 10		
Next Meeting & Closure		
The next meeting is to be held 9am 9 September 2025.		

Owners are able to access & update their personal details through the Whittles Owner Portal online.

To access your account go to www.whittles.com.au and login using either your registered mobile number or email address.

**** Please note that Whittles recommends receiving all correspondence and account notices via email for timely delivery.***

If you have another property, you'd like to consider for management by Whittles, please let your manager know so we can arrange a proposal. Alternatively, you can request a quote through our website.

Queen Victoria Apartments

Monthly Report –April 25 -May 2025

Notices issued to occupants/others

None

Moving In/out Levy charged**Moved in**

Lot 707 – Tere Patterson 14/04/25

Moved out**Incomplete work**

Work	Est date to be completed
Ceiling repair on Level 5 - that was damaged due to a leaking hot water pipe. (Rapid Response Maintenance)	Mid- June

Contractors attended during the month of April 25-May -25

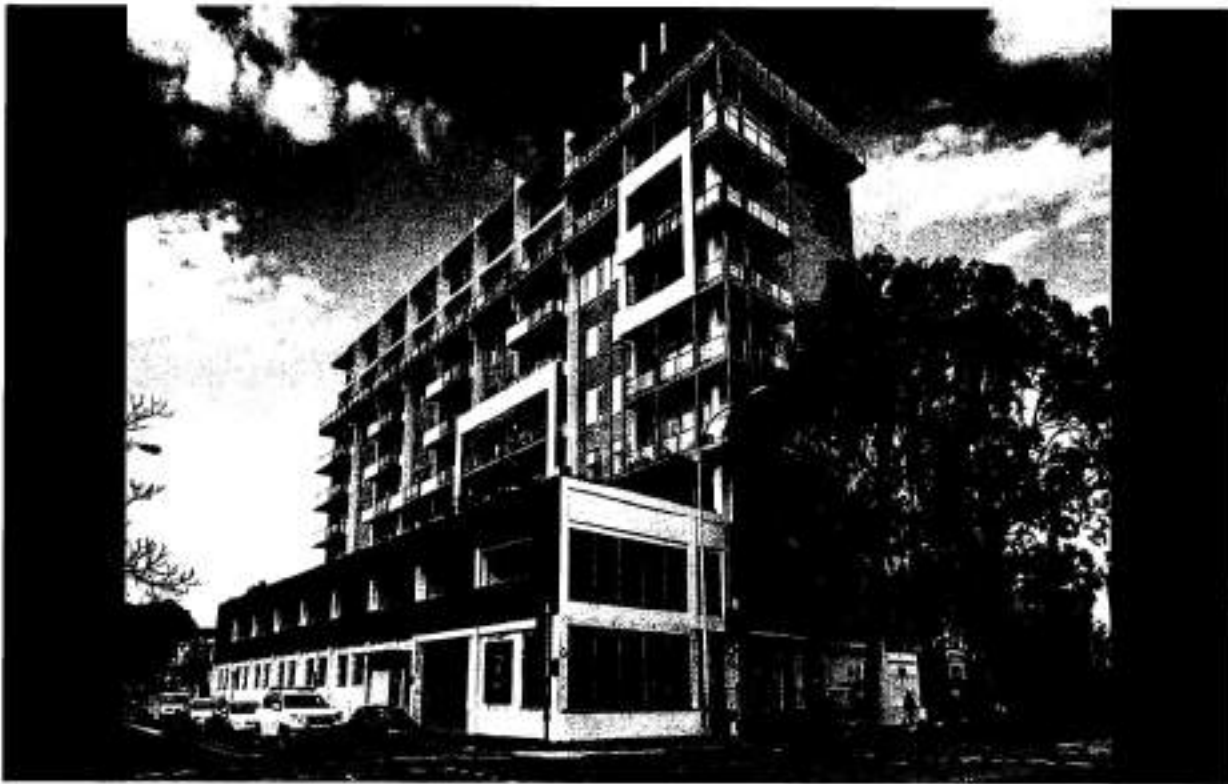
Date	Contractor	Work description	Price (ex gst)
30/03/25	Secure Tek	Install new camera in eastern corridor.	
22/04/25	Safe Fire Electrical	Thermal Imaging for 8 switch boards.	\$555.00
23/04/25	Peter Easy Carpet clean	Cleaned carpet in level 3 and both lifts.	
15/04/25	Ace Tree & Stump removal	Prune London Plane tree which is in front of the building.	\$1450.00
16/05/25	Trojan Fire	To check exit lights and emergency lights as per contract.	
07/05/25	Leads Construct	Installed new skirting board in eastern corridor.	
12/05-19/05	Assured Painting	Repaint eastern corridor	
13/05/25	Trojan Fire	Fire door audit as per contract	
15/05/25	J.K.Bevan	Repair hot water pipe which was leaking on level 5.	
02/06/25	J.K.Bevan	Replace water flow valve for hot water unit no 2 and replace all filters.	
03/06/25	Leads Construct	Silicone the new skirting board on eastern corridor.	
April-May 25	Trojan Fire	Check and test fire pump every week.	

Contractors Scheduled Maintenance

Contractor	Work Description	Last Visited	Next visit	Cost (exc gst)
Carpet EasyClean	Carpet clean. (Quarterly)	April 2025	July 2025	\$850.00
Culby Clean	Car park clean. Ground level & basement (as required)	Nov 2024	Nov 2025	\$990.49
Rope Access Multiservice	Clean external windows & balustrade glass (Annually)	Dec 2024	Dec 2025	\$9800.00
Rope Access Multiservice	Anchor points inspection and tagging	Dec 2024	Dec 2025	\$500.00
Culby Clean	Clean external walls & Breezeway pressure clean. (Dec)	Dec 2024	Dec 2025	\$600.00
Kone	Garage door Servicing. (main)/Front Entrance door (01/10/24-30/09/25) (3 times a year) (Nov, March, July)	March 2025	July 2025	\$1465.08 per year
Greedy Gecko	General insect treatment.(Annually)	Nov 2024	Nov 2025	\$290.91
Kone	Servicing of lifts. (2 monthly) (3 years contract from 01/06/24)	Feb 2025	May 2025	\$10,580 per year
Phil Schrapel	Gardner (Sept, April)	December 2024	April 2025	\$325.00
Fitness Fanatics SA Pty Ltd	Gym Servicing (David Dowd) (Annually)	October 2024	October 2025	\$220.00
J.K.Bevan Plumbing	Backflow Prevention Device Water industry Act 2012 (annually) <i>Location- Fire services pump room ground -floor. (Trojan fire)</i>	28/04/2025	28/05/2025	
J.K.Bevan Plumbing	Replace tempering valve in all apartment. (5 yearly replacement)	13/05/2022	20/02/2027	\$13,625.45
Trojan Fire Services	To check exit lights and emergency lights.(6 monthly in accordance with AS1851)	April 2025	October 2025	

Contractor	Work Description	Last Visited	Next visit	Cost(exc gst)
Trojan Fire Services	Test & Tag Fire Extinguishers. (6 monthly)	Jan 2025	July 2025	
Trojan Fire Services	3 yearly sprinkler control valves, Overhaul valve sets	Nov 2024	Nov 2027	\$985.00
Trojan Fire Services	3/6 yearly overhaul & Hydraulic assessment. (3/6 yearly overhaul & Hydraulic assessment)	6 th Sept 2019	Sept 2025	
Australian Solar care	Solar Panel Inspection and cleaning. (2 yearly maintenance)	October 2023	October 2025	\$550.00
Chubb Security	Maintenance of security fob, battery backup. (annually)	August 2024	August 2025	\$406.28
Trojan Fire Services	Check and test all smoke detectors in the building. (Annually in accordance with AS1851)	June 2024	June 2025	
Hindmarsh Plumbing	Replace 3 carbon filter for sewer pipe on the roof (2 yearly maintenance)	Sept 2022	Sept 2024	\$291.40
Heights Electrical	Test n tag 12 electrical items	October 23	October 2025	\$80.00
Trojan Fire	Check Fire door and fire Compartmentation (annually)	May 2025	May 2026	
Beyond the Building	Safety Report Audit (3 yearly)	May 2021		
RA & Scalzi Electrical Services	Residual Current Devices (RCD) test for all common areas.	Sept 2024	Sept 2025	
National Air Conditioning	Servicing of 1 gym and 2 meeting room air conditioners.	September 2023	September 2024	
Mayfair plumbing	Servicing of Storm water pump <i>Purchase on 10/02/23 (2 years warranty & 1 year labour Warranty</i>	February 2023	February 2025	
Safe Fire Electrical	Thermal Imaging for 8 switch boards (annually)	April 2025	April 2026	\$555.00

QUEEN VICTORIA APARTMENTS MAINTENANCE GROUP REPORT



Members:
John Cheesman
Bikash Nand
Randell M.

MAINTENANCE WORKS PROGRESS SUMMARY – As at 30th May 2025

Eastern Fire Floor Painting

- **Assured Painting Solutions** is performing the work. Due to winter weather the floor repainting is best performed in October/November. **(Quotation attached)**

Level 7 Plant Rooms Repainting –Quotation Attached

Pavement Repairs Adjacent to Coffee Shop

- **Scope of Work:** Remove up to 60 damaged pavers in the row adjacent to the coffee shop wall and the south stair entry.
- **Quotations:** are still obtaining additional quotations.

Level 5 Corridor Ceiling Hot Water Pipe Leak

- Four metres of copper pipe has been replaced.
- Ceiling restoration will start in Mid-June.

Attachments : Two Quotation for Painting work



QUOTE

Queen Victoria Apartment, Community corp. 20846, 160
Fullarton Road, Rose Park
160 Fullarton Rd
ROSE PARK SA 5067
AUSTRALIA

Date
20 May 2025

Quote Number
QU-0175

ABN
89 647 873 087

Assured Painting Solutions
Pty Ltd

Ph: 0419 099 911

Description	GST	Amount AUD
LEVEL 7 STAIRCASE / ROOM	10%	2,920.00
Prepare and apply 2 coats to walls, doors, door frames, staircase under trees and landings, Risers, spindles and handrails including all materials		
	Subtotal	2,920.00
	TOTAL GST 10%	292.00
	TOTAL AUD	3,212.00

Terms

Quotes are valid for 30 days.

All labour, materials and access are included in quote to complete the job in a safe and professional manner.



QUOTE

Queen Victoria Apartment, Community corp. 20846, 160
Fullarton Road, Rose Park
160 Fullarton Rd
ROSE PARK SA 5067
AUSTRALIA

Date
20 May 2025

Quote Number
QU-0176

ABN
89 647 873 087

Assured Painting Solutions
Pty Ltd

Ph: 0419 099 911

Description	GST	Amount AUD
Prepare floors to include 2 pack filling of major cracks and holes followed by 2 coats of Dulux Durabild STE epoxy coating to corridor floor and elec distribution corridor in a mid grey colour.	10%	2,890.00
Subtotal		2,890.00
TOTAL GST 10%		289.00
TOTAL AUD		3,179.00

Terms

Quotes are valid for 30 days.

All labour, materials and access are included in quote to complete the job in a safe and professional manner.



Strata and Community Title Services

28 April 2025

Dear Corporation Member,

Please find attached the Minutes of the recent Management Committee Meeting for:

COMMUNITY CORP.20846 INC 160 Fullarton Road, ROSE PARK, SA, 5067.

Should you have any queries or concerns please do not hesitate to contact this office.

Yours faithfully

Mark Sorgini

Body Corporate Manager



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP.20846 INC

**Minutes of the Management Committee Meeting
COMMUNITY CORP.20846 INC**

Meeting Date	Monday, 14 April 2025	
Meeting Location	Business Centre, 160 Fullarton Road, ROSE PARK, SA, 5067 and Via MS Teams	
Time	09:00 AM	Closed: 10:10 AM
Lots Represented	00112 Ms A Rieger Electronic vote 00210 Mr W J McDonald Treasurer present 00401 Mr G H Murray Committee member present 00409 Ms L G Besch Secretary present 00706 Mr J A Halbert Committee member present 00708 MR R F McClure Presiding Officer present	
Chairperson	The Presiding Officer, MR R F McClure, presided over the meeting.	
Additional Attendees	Mr Bikash Nand, Building Supervisor, and Mark Sorgini representing Whittles Management Services Pty Ltd	
Apologies	Ann Reiger	
Quorum	The Body Corporate Manager declared a quorum was present (in person or by proxy).	

Item 1		
Declaration of Interest		
All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.		

Motion 2		
Acceptance of Minutes	Ordinary Resolution	
In accordance with the provisions of s81(5)(b) of the <i>Community Titles Act 1996</i> , the minutes of the Management Committee Meeting held on 3 FEB 2025 and sent to members were accepted as a true and correct record of the proceedings of that meeting. Moved: J Halbert Seconded: G Murray		
Motion CARRIED.		



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP 20845 INC

3 Correspondence

Item 3.1

Blind Application Level 1

The owner of Lot 113 sought the Committee's permission to install sun-blocking blinds to the five West facing windows of the corridor in Level 1.

By-Law 12 requires the Corporation's permission to install blinds.

It was resolved to approve the application.

Moved: W McDonald

Seconded: L Besch

Motion CARRIED.

Item 3.2

Parking In External Carpark

The owners of Lot 113 have written a letter outlining their concerns about parking by the tenants of Lot 90.

The Committee reviewed the letter and agreed that there are issues with parking.

It was noted that the issues are not exclusively confined to the Commissary, there are others, including a grey 4WD in particular.

There are the 6 carparks behind the garage that are allocated as part time carparks for Queens Homes.

It was agreed that the issues be addressed on a case by case basis and that the Presiding Officer and Building Supervisor discuss the concerns with the Commissary proprietor.

4 Financial Report



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP.20845 INC

Item 4.1

Current Balances

The Committee noted that as at 7 April 2025 current balances were:

Administrative Fund Balance \$112,327.17

Sinking Fund Balance \$195,775.13

Total Outstanding \$84,783.91 (Due 15 April 2025)

Term Deposit Balance \$330,174.21 Maturity date 28/05/2025 - @ 4.70% interest (rollover to be determined at maturity).

5 Reports

Item 5.1

Building Supervisor's Report

Report attached was noted and accepted.

Item 5.2

QVA Maintenance Group Report

Report attached was noted and accepted.

6 New or Any Other Business

Item 6.1

Assessment of Building

At the meeting held 3 February 2025, it was resolved to engage an engineer to undertake a non-destructive visual inspection of the building and prepare a building condition report that was attached to the meeting notice.

It was noted by the Committee and the Maintenance Group are addressing the recommendations.



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP.20846 INC

Item 6.2

Water Penetration Repair Work for Lots 201-202

At the meeting held 3 February 2025, the Committee were concerned that damage has been exacerbated by watering of pot plants on the balcony and roots penetrating tiles.

There was concern about the additional weight of these pot plants on balconies throughout the complex and load implications on the infrastructure.

After discussing the matter, all members agreed that the cost is the responsibility of the owner of Lot 201 and the Body Corporate Manager was instructed to raise this with the owner and negotiate recovery.

The Owner's Brother, Simon Chappell contacted the Body Corporate Manager on the owner's behalf.

He stated he was the builder the developer used.

He is disputing the owner recovery and requests the Committee reconsider and if not, has threatened to take this to court.

Of particular concern is the process:

- no quotes provided
- no suggestion that she should instruct her insurance
- no indication that she should have a building inspector or a lawyer involved

He advised that in good faith, the owner allowed the contractor to cart demolition waste and repair materials through her lounge room for days on end in order to assist the residents below her apartment who were being affected by a water leak.

He believes the contractor (whom he advises won the work untendered) has not completed the works to industry standard and has left the owner with a substandard job for a project that has nothing to do with her and never required her cooperation but for her good will.

He insists they require the contractor to erect a scaffold to access the deck, replace the tiles to match existing or alternative replace all the tiles to be matched across the entire deck and paint the patio party wall to an industry standard (not the unprofessional finish she has been left with).

The owner refutes the claim for costs and respectfully asks the Corporation to justify this claim and the grounds this claim has been based on.

The Committee noted that Mr Chappell was the demolition contractor used by the developers. It was noted that the whole deck was repainted and confirmed that the structural issues as presented have been addressed. The Committee expressed concern that the assertions made by the owner's brother are incorrect and it was agreed that the Treasurer, Building Supervisor and Body Corporate Manager meet with the owner's brother to go through his concerns and explain the processes employed to undertake the repair and reasoning for recovery of costs.

Moved: R McClure
Seconded: J Halbert



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP.10846 INC

Item 6.3

Tree Pruning

As per the Maintenance Group Report, it was noted that pruning was booked to occur 15 April 2025.

Item 6.4

Repair Water Penetration Lot 207

The Committee noted that the works are now complete as per the Maintenance Group's Report.

Item 6.5

Eastern Fire Corridor Painting

Note as per Maintenance Group report.

Item 6.6

Replace Vinyl Skirting with Aluminium Skirting

As per the Maintenance Group Report, it was noted that this has been booked to occur mid-end of April 2025.

Item 6.7

Pavement Repairs Adjacent to Coffee Shop

It was noted that additional quotes are being sought as per Maintenance Group Report. Further, it was highlighted that additional options to pavers or concrete tiles are being sought.

Motion 6.8

Sinking Fund Forecast

Ordinary Resolution

It was resolved that Napier Blakely or Solutions in Engineering be instructed to inspect the property and prepare an updated projection.

The *Statutes Amendment (Community and Strata Titles) Act 2012*, requires that all Strata and Community Body Corporates other than small groups (6 or less) prepare a forward budget for maintenance and capital works. This forward budget must be tabled and presented for consideration no less than every five (5) years for Corporations consisting of more than 20 lots.

A comprehensive professional report was performed in 01/20 and is available for viewing at whittles.com.au through the owner portal.

Motion CARRIED.



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP 20846 INC

Motion 6.8 Alternatives

Alternatives for Sinking Fund Forecast

Motion Alternatives

(Option A) Napier Blakely
(Option B) Solutions in Engineering

'OPTION A' was selected with the highest votes.

Item 6.9

Annual General Meeting

The Treasurer and Member from Lot 401 met with the Body Corporate Manager and presented a proposed budget for tabling at the Annual General Meeting with a recommended 5% increase to the Administrative Fund.

The Proposed budget was accepted by the Committee and it was agreed to convene the Annual General Meeting for 6pm on Tuesday 27 May at the QVA Conference Room.

All of the existing Committee Members have re-nominated and no other nominations have been received.

Item 6.10

Rescind Approval to Replace Intercom System

At the Meeting held 3 February 2025, it was resolved that the Body Corporate Manager prepare a draft motion to be tabled at this year's Annual General Meeting to rescind approval from last year's Annual General Meeting to replace the intercom system.

The proposed resolution is:

Rescind Approval to Replace Intercom System (Ordinary Resolution)

At the Annual General Meeting held on 14 May 2025, it was resolved to upgrade the intercom system at a cost of \$70,000.

after further review by the Maintenance Group and the Management Committee, it has been discovered that the wiring is all intact and the 'head unit' is working. As the handset devices in each apartment are the responsibility of individual owners to repair and maintain, after further consideration, the Management Committee recommends that the Corporation rescind the decision made at last year's Annual General Meeting to replace the Intercom System.

Should you agree to rescind the agreement and not proceed with the replacement, please vote 'Yes.'

It was agreed to accept this motion for tabling at the Annual General Meeting.

Moved: J Halbert
Seconded: G Murray



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP 20846 INC

Item 6.11

Telstra Lease

The Treasurer advised the Committee that the lease has yet to be signed. The delay is due to Telstra inserting a Licence to Occupy the Roof that was not agreed to. The Committee have agreed to sign the lease subject to no Licence to Occupy clauses.

Item 6.12

House Rules – Leasing Carparks

The Member from Lot 706 noted that the revised House Rules stipulate that in order to maintain building security, residents cannot sub-lease their carparks to non-residents. Of concern is that it appears there are three (3) residents who are currently renting their carparks to non-residents, potentially eroding building security.

It was agreed that this be raised with those owners directly and this be added to the Annual General Meeting agenda to remind all owners of this rule.

Further, it was agreed to consider amending the By-Laws in future to specifically preclude allowing sub-letting of carparks to non-residents.

7 Committee Decisions since Last Meeting

Item 7.1

Risk Review - Thermal Scanning

Body Corporate Insurers are following established practices in the commercial sphere and seeking risk reviews of properties to ensure they are adequately being maintained.

The Proactive Maintenance practices in the QVA have worked in the Corporation's favour in the past, particularly the assessments of maintenance risks undertaken by the Maintenance Group in containing QVA insurance renewal costs.

The holding Underwriting Agency, CHU, have had the QVA assessed for risks, as per attached.

As per the attached risk report, annual thermographic scanning has not been occurring and so Safe Fire electrical have been requested to undertake thermal scanning of all switchboards as per their quote of \$550 + GST.

All other information contained in the risk survey are already undertaken and the information has been supplied to the insurer.

Item 8

Newsletter

The March Newsletter has been distributed. Any items for the next notice can be provided to the Maintenance Group for inclusion. Members noted that feedback was positive.



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP.20846 INC

Item 9		
Next Meeting & Closure		
It was agreed that the next Committee Meeting be convened after the Annual General Meeting on a date and time to be determined.		

Owners are able to access & update their personal details through the Whittles Owner Portal online.

To access your account go to www.whittles.com.au and login using either your registered mobile number or email address.

*** Please note that Whittles recommends receiving all correspondence and account notices via email for timely delivery.**

If you have another property, you'd like to consider for management by Whittles, please let your manager know so we can arrange a proposal. Alternatively, you can request a quote through our website.



Strata and Community Title Services

10 February 2025

Dear Corporation Member,

Please find attached the Minutes of the recent Management Committee Meeting for:

COMMUNITY CORP.20846 INC 160 Fullarton Road, ROSE PARK, SA, 5067.

Should you have any queries or concerns please do not hesitate to contact this office.

Yours faithfully

Mark Sorgini

Body Corporate Manager



Strata and Community Title Services

Minutes of the Management Committee Meeting
COMMUNITY CORP.20846 INC

Minutes of the Management Committee Meeting COMMUNITY CORP.20846 INC

Meeting Date	Monday, 03 February 2025	
Meeting Location	Business Centre, 160 Fullarton Road, ROSE PARK, SA, 5067 and Via MS Teams	
Time	09:00 AM	Closed: 10:02 AM
Lots Represented	00112 Ms A Rieger Committee member present 00210 Mr W J McDonald Treasurer present 00401 Mr G H Murray Committee member present 00409 Ms L G Besch Secretary present 00706 Mr J A Halbert Committee member present 00708 MR R F McClure Presiding Officer present	
Chairperson	The Presiding Officer, MR R F McClure, presided over the meeting.	
Additional Attendees	Mr Bikash Nand, Building Supervisor QVA Mark Sorgini representing Whittles Body Corporate Management Pty Ltd	
Apologies	Not applicable	
Quorum	A quorum was declared as present.	

Item 1		
Declaration of Interest		
All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.		

Motion 2		
Acceptance of Minutes	Ordinary Resolution	
In accordance with the provisions of s81(5)(b) of the <i>Community Titles Act 1996</i> , the minutes of the Management Committee Meeting held on 4 NOV 2024 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.		
Moved: G Murray Seconded: L Besch		
Motion CARRIED.		

3 Correspondence		



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP.20845 INC

Item 3.1

Advice from Owner 310

The owner in 310 met with the Body Corporate Manager on 14 November 2024.

She had several concerns about maintenance impacting her Apartment including:

1. She wants her a/c moved to be on the roof like others next to her at the Corporation's cost.
2. She wants the roof below 310 cleaned including gutters
3. Wants to know when 310's aspect of the building will be painted, including balcony walls etc
4. She wants area above her eaves to be silicone sealed
5. She thinks the doors in the ground floor that lead outside need to have windows installed

The Building Supervisor and Body Corporate Manager have discussed her concerns. The Building Supervisor confirmed that item 1 will have to be at the owner's cost, as she is the only person receiving any benefit from her air conditioner and it is not common property.

Cleaning of the roof below and silicone sealing of the roof is programmed and has occurred.

The doors are fire rated and should not be interfered with.

Item 3.2

Email Complaint Lot 701

Resident of Lot 701 (mother in law of the estate) has lodged complaint about several issues that she wished to be raised with the Management Committee including:

Window Cleaning
Management of Council Verges
Plant replacement

The Building Supervisor confirmed that all of these issues have been addressed and that the verge is definitely the Council's responsibility.

Members agreed with the assessment of the verge and the Member from Lot 401 advised that he would raise the concerns about the verge on behalf of owners with the Council.

4 Matters Arising from Previous Minutes



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP 20846 INC

Item 4.1

Review House Rules

At the Annual General Meeting, it was agreed that a review of the House Rules is to occur.

It was noted that there is a conflict between some of the House Rules and the By-Laws and that the By-Laws cannot be overruled by House Rules.

As there is conflict between some of them, it was agreed that a review occur and with a view to make sure any conflicts are removed.

Revised House Rules were attached for Committee to note and discuss.

The Committee discussed the rules and focussed upon security concerns, particularly potential risk in having non-residents being able to lease car parks in the QVA main basement, which would allow access throughout the whole building.

It was moved that the rules be circulated to all owners and agents.

Moved: J Halbert Seconded: G Murray

Item 4.2

Roof Inspection

Inspection undertaken by Jarred Robinson Engineering Consultant on 5 December 2024 and a copy of his report is attached.

Members noted and accepted the report, specifically that replacement of the roof is not recommended at this time. The author recommends Maintenance/replacement of deteriorated roof seals should be incorporated as part of regular building maintenance (e.g. annually) and condition assessments of the roof sheeting similar to this report should also be conducted regularly.

5 Financial Report

Item 5.1

Current Balances

As at 27 January 2025 current balances are:

Administrative Fund Balance \$131,150.36

Sinking Fund Balance \$186,902.14

Total Outstanding \$13,708.01 (Due 15 January 2025)

Term Deposit Balance \$326,146.09

Maturity date 28/02/2025 - @ 4.90% interest

The treasurer requested members identify any projects planned for next year and to advise the Treasurer for inclusion in the proposed budget for tabling at the AGM.

The Member from Lot 401 was invited to assist the Treasurer and the Body Corporate Manager when they set the next budget.



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP.20816 INC

6 Reports

Item 6.1

Building Supervisor's Report

Report attached, noted and accepted.

Item 6.2

QVA Maintenance Group Report

Report attached, noted and accepted.

7 New or Any Other Business

Item 7.1

Assessment of Building

That, the Committee consider engaging an engineer to undertake a non-destructive visual inspection of the building and prepare a building condition report.

The Maintenance Group have obtained an indicative quote to undertake an inspection and prepare a report.

It was agreed to proceed with obtaining the report for the cost of \$2,250.

Moved: J Halbert Seconded: G Murray

Item 7.2

Water Penetration Repair Work for Lots 201-202

Committee to note that the repair works have been completed.

There is concern that damage has been exacerbated by watering of pot plants on the balcony and roots penetrating tiles.

There is also concern about the additional weight of these pot plants on balconies throughout the complex and load implications on the infrastructure.

After discussing the matter, all members agreed that the cost is the responsibility of the owner of Lot 201.

The Body Corporate Manager was instructed to raise this with the owner and negotiate recovery.

Moved: W McDonald Seconded: J Halbert



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP.20846 INC

Item 7.3		
Renting Car Parks		
Concern has been expressed that a resident is renting a carpark within the main building, thereby potentially facilitating access to the building for non-residents. This was raised when discussing the House Rules and there was agreement that this is not supported nor approved by the Committee.		

Item 7.4		
Tree Pruning		
The large tree at the southern end entrance has branches that are now getting close to the QVA building. The tree is located in Queens Home Apartments (QHA). It has been suggested that an arborist be engaged to undertake an assessment and then contact with QHA regarding sharing costs. Bikash confirmed that he will contact an arborist and seek a quote, and then raise with Queen Homes Apartments.		

Item 7.5		
Repair Water Penetration Lot 207		
The Committee noted that there is water penetrating from Lot 309 causing damage to Lot 207. It was resolved to approve Lead Construct's quote of \$19,920.00 (ex. GST) to undertake the necessary waterproofing repairs. Moved: G Murray Seconded: L Besch It was noted that Lot 110 is also leaking and that a quote has been requested but yet to be provided.		

Item 7.6		
Eastern Fire Corridor Painting		
The Committee approved appointment of Assured Painting Solutions to undertake painting of Eastern Fire Corridor as per their quote of \$3,980.		

Item 7.7		
Replace Vinyl Skirting with Aluminium Skirting		
The Committee authorised replacement of Vinyl Skirting with Aluminium Skirting as per Maintenance Group Report.		



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP 20846 INC

Item 7.8

Pavement Repairs Adjacent to Coffee Shop

That Committee noted there are approximately 60 damaged pavers adjacent to coffee shop wall and south stair entry.

It was agreed by the Management Committee that this work requires undertaking.

The Maintenance Group have sourced an indicative quote and it was agreed to seek additional quotes.

Item 7.9

Walk Through Complex

The Presiding Officer suggested to members that all committee members would benefit from a walk around the complex together with the Building Supervisor on a date to be determined. The aim is to review the complex and identified maintenance issues. This is agreed to by all members.

Moved: R McClure Seconded: W McDonald

Item 7.10

Rescind Approval to Replace Intercom System

The Member from Lot 706 moved that the Body Corporate Manager draft a motion to rescind the approval from last year's Annual General Meeting to replace the intercom system.

It was agreed to have a motion prepared for the AGM to rescind the approval and noted that the wiring etc is all intact and the head unit is working, and that handset devices in each apartment are the responsibility of individual owners to repair and maintain.

Moved: J Halbert Seconded: W McDonald

Item 7.11

General Business

The Member from Lot 706 advised the committee of several items that he suggested require attention including:

- Building Supervisor needs a new chair, the one he is using is in poor condition;
- Heat load on the 7th floor common area is exceedingly hot and requires appropriate treatment;
- Window Screens in common areas, some are unable to be locked;
- Small cupboard in the gym appears to serve no purpose and needs to be removed;
- The whole facility would benefit from an annual deep clean;
- Vehicles in the basement carpark will need to be moved to undertake carpark cleaning; and
- Storage of items in the carpark needs to be reviewed.

It was agreed to refer to the Building Supervisor to review and to proceed with replacement of his office chair.



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP 20846 INC

8 Committee Decisions since Last Meeting

Item 8.1

Committee Decisions since Last Meeting

No decisions to be recorded in the minutes.

Item 9

Newsletter

Any items for the next notice can be provided to the Maintenance Group for inclusion. Next Newsletter due in April 2025.

Item 10

Next Meeting & Closure

Next meeting to be held 9am Monday 14 April 2025.

Owners are able to access & update their personal details through the Whittles Owner Portal online.

To access your account go to www.whittles.com.au and login using either your registered mobile number or email address.

*** Please note that Whittles recommends receiving all correspondence and account notices via email for timely delivery.**

If you have another property, you'd like to consider for management by Whittles, please let your manager know so we can arrange a proposal. Alternatively, you can request a quote through our website.

Queen Victoria Apartments

Monthly Report –November 24 -January 2025

Notices issued to occupants/others

None

Moving In/out Levy charged

Moved in

Lot 704 -Steve Mason (owner) 08/11/24

Lot 108 Abhishek (tenant) 10/12/24

Moved out

Lot 108 Mohammad Jakirul-(tenant) 30/10/24

Lot 207 Ming 14/12/24 -(tenant)

Lot 203-Gopi 24/12/24 (tenant)

Incomplete work

Work	Est date to be completed
Water ingress repair work for Lot 207-Repairs to ceiling ,walls And painting.	
Water penetration repair work for Lot 101-Skirting board, walls and painting.	

Contractors attended during the month of Nov 24-Jan -25

Date	Contractor	Work description	Price (ex gst)
07/11/24	Culby Clean	Cleaned both car parks	
15/11/24	Rapid Response maintenance	Check and repair Eastern Fire Door	
18/11/24	Trojan Fire	Service diesel fire pump	
19/11/24	J.K Bevan	Check and repair hot water heater	
19/11/24	Trojan Fire	Replace four batteries for diesel fire pump.	
18/11/2024 06/12/2024	Leads Construct	Repairs to tiling and concrete slab adjacent eastern parapet wall between units 201 and 202	
02/12/2024	Kone	Servicing of roller doors and glass doors as per contract	
03/12/2024	Greedy Gecko	General insect treatment	
06/12/2024	Rapid Response maintenance	Silicone the gaps under the eaves of the balcony in lot 310.	
10/12/24	J.K.Bevan	Replace broken tap.	
10/12/24	Trojan Fire	3 yearly sprinkler control valves	
25/11/24- 06/12/24	Rope Access Multiservice	Annual Window Cleaning	
12/12/24	J.K.Bevan	Check water ingress in lot 207	
11/12/2024	Phil Schrapel	Garden maintenance	
16/12/2024	J.K.Bevan	Check and repair water ingress in lot 207	
18/12/2024	Rapid Response maintenance	For replacing the damaged letterbox lid and welding flat bar strips onto the water meter cover plate, which was broken.	
31/12/2024	Culby Clean	Pressure clean breezeway and around the building, and the Fire stairs on the eastern side of the building	
08/01/2025	Ian Fry	Repair ceiling on balcony for lot 103 and silicone the ledges of balcony of lot 309 to stop water ingress.	
10/01/2025	Trojan Fire	Test & Tag Fire Extinguishers as per contract	
21/01/2025	Peter Easy carpet Clean	Clean Carpet and both lifts.	
21/01/2025	VIP-Home Services	Trim eastern hedges	
Sept-Oct 24	Trojan Fire	Check and test fire pump every week.	

Contractors Scheduled Maintenance

Contractor	Work Description	Last Visited	Next visit	Cost (exc gst)
Carpet EasyClean	Carpet clean. (Quarterly)	Jan 2025	April 2025	\$850.00
Culby Clean	Car park clean. Ground level & basement (as required)	Nov 2024	Nov 2025	\$990.49
Rope Access Multiservice	Clean external windows & balustrade glass (Annually)	Dec 2024	Dec 2025	\$9800.00
Rope Access Multiservice	Anchor points inspection and tagging	Dec 2024	Dec 2025	\$500.00
Culby Clean	Clean external walls & Breezeway pressure clean. (Dec)	Dec 2024	Dec 2025	\$600.00
Kone	Garage door Servicing. (main)/Front Entrance door (01/10/24-30/09/25) (3 times a year) (Nov, March, July)	Dec 2024	March 2025	\$1465.08 per year
Greedy Gecko	General insect treatment.(Annually)	Nov 2024	Nov 2025	\$290.91
Kone	Servicing of lifts. (2 monthly) (3 years contract from 01/06/24)	October 2024	January 2025	\$10,580 per year
Phil Schrapel	Gardner (Sept, April)	December 2024	April 2025	\$325.00
Fitness Fanatics SA Pty Ltd	Gym Servicing (David Dowd) (Annually)	October 2023	October 2024	\$220.00
J.K.Bevan Plumbing	Backflow Prevention Device Water industry Act 2012 (annually) <i>Location- Fire services pump room ground -floor. (Trojan fire)</i>	08/04/2024	08/04/2025	
J.K.Bevan Plumbing	Replace tempering valve in all apartment. (5 yearly replacement)	13/05/2022	20/02/2027	\$13,625.45
Trojan Fire Services	To check exit lights and emergency lights.(6 monthly in accordance with AS1851)	October 2024	April 2025	

Contractor	Work Description	Last Visited	Next visit	Cost(exc gst)
Trojan Fire Services	Test & Tag Fire Extinguishers. (6 monthly)	Jan 2025	July 2025	
Trojan Fire Services	3 yearly sprinkler control valves, Overhaul valve sets	Nov 2024	Nov 2027	\$985.00
Trojan Fire Services	3/6 yearly overhaul & Hydraulic assessment. (3/6 yearly overhaul & Hydraulic assessment)	6 th Sept 2019	Sept 2025	
Australian Solar care	Solar Panel Inspection and cleaning. (2 yearly maintenance)	October 2023	October 2025	\$550.00
Chubb Security	Maintenance of security fob, battery backup. (annually)	August 2024	August 2025	\$406.28
Trojan Fire Services	Check and test all smoke detectors in the building. (Annually in accordance with AS1851)	June 2024	June 2025	
Hindmarsh Plumbing	Replace 3 carbon filter for sewer pipe on the roof (2 yearly maintenance)	Sept 2022	Sept 2024	\$291.40
Heights Electrical	Test n tag 12 electrical items	October 23	October 2024	\$80.00
Trojan Fire	Check Fire door and fire Compartmentation (annually)	March 2024	March 2025	
Beyond the Building	Safety Report Audit (3 yearly)	May 2021		
SA Beams Electrical	Residual Current Devices (RCD) test for all common areas.	Sept 2024	Sept 2025	
National Air Conditioning	Servicing of 1 gym and 2 meeting room air conditioners.	September 2023	September 2024	
Mayfair plumbing	Servicing of Storm water pump <i>Purchase on 10/02/23 (2 years warranty & 1 year labour Warranty</i>	February 2023	February 2025	

QUEEN VICTORIA APARTMENTS MAINTENANCE GROUP REPORT



Members:
John Cheesman
Bikash Nand
RandellM

MAINTENANCE WORKS PROGRESS SUMMARY – As of 31st January 2025

Water Penetration Repair Work for Lots 201-202

The repair work has been completed. However, repainting of the front and side parapet walls remains outstanding.

Roof Report

Given the age of the QVA roofs and the ongoing annual maintenance requirements, an engineering examination has been conducted to assess their condition. A comprehensive report has been prepared and is attached.

It is reassuring to note that, apart from the routine annual maintenance, no immediate further repairs are necessary.

It is recommended that a full roof inspection be carried out every five years.

Water Penetration from Lot 309 Balcony to Lot 207

Structural movement over time has caused cracking in the balcony slab near its junction with Lot 309. Rainwater has infiltrated beneath the balcony tiles and through the cracked structure, leading to water damage in the ceiling and walls of Lot 207. Repair quotations are attached.

Proposed Additional Report on Building Structure

The QVA building, commercially designed under previous, stringent building regulations, remains in good condition. However, as more than 24 years have passed since its conversion and refurbishment, it is recommended to conduct a structural examination of the building. This should be performed by a certified structural engineer. (Attached quotation provided.)

This report, along with the Roof Report, will also contribute to managing the ongoing cost of building insurance

Quotation Approvals

Repair Water Penetration – Lot 207

- **Scope of Work:**
 1. Remove vertical wall panels on the parapet wall to expose the structure for waterproofing.
 2. Remove all balcony tiles (Lot 309).
 3. Remove any screed, adhesive, and waterproofing to expose the crack.
 4. Grind the crack open to a minimum of 5mm wide and 5mm deep; repair using Ardex RA 56 as per the manufacturer's specifications.
 5. Prime the exposed slab area with Ardex WPM 300.
 6. Reinforce the crack with tape and apply two coats of Ardex WPM 155.
 7. Replace the tiles. If the existing tiles cannot be matched, a suitable sample will be provided for approval.
 8. Grout and silicone as necessary (color matching not guaranteed).
 9. Reinstall the wall panel and paint locally to match. Some color variation may occur.
- **Quotations:**
 - Leads Construct: \$19,920.00 (ex. GST)
 - Ian Fry: Pending submission despite three follow-up attempts.

Eastern Fire Corridor Painting

- **Scope of Work:**
 - Prepare and apply two coats of paint to all walls, doors, door frames, window frames, and skirting boards to match original colors.
 - Prepare and apply two coats to the exterior dividing wall.
- **Quotations:**
 - Assured Painting Solutions: \$3,980.00 (ex. GST) – Recommended by MG.
 - Rapid Response Maintenance: \$12,430.00.
 - Leads construct-\$11,400.00

Replace Vinyl Skirting with Aluminum Skirting

- **Specifications:** Clear anodized aluminum, 100mm high, 1.5mm thick.
- **Quotations:**
 - Leads Construct: \$3,240.00
 - Rapid Response Maintenance: \$6,006.00 (incl. GST).

Pavement Repairs Adjacent to Coffee Shop

- **Scope of Work:** Remove up to 60 damaged pavers in the row adjacent to the coffee shop wall and the south stair entry.
 - **Quotations:**
 - Leads Construct: \$7,339.20 (incl. GST) – MG recommends obtaining additional quotations.
-

Attachments

1. Engineering Roof Report.
2. Repair Quotations for Lot 207 Water Penetrations.
3. Quotation for Structural Building Report.



Strata and Community Title Services

4 November 2024

Dear Corporation Member,

Please find attached the Minutes of the recent Management Committee Meeting for:

COMMUNITY CORP.20846 INC 160 Fullarton Road, ROSE PARK, SA, 5067.

Should you have any queries or concerns please do not hesitate to contact this office.

Yours faithfully

Mark Sorgini

Body Corporate Manager



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP.20846 INC**Minutes of the Management Committee Meeting
COMMUNITY CORP.20846 INC**

Meeting Date	Monday, 04 November 2024		
Meeting Location	Business Centre, 160 Fullarton Road, ROSE PARK, SA, 5067 and Via MS Teams		
Time	09:30 AM	Closed: 10:20 AM	
Lots Represented	00112	Ms A Rieger	Committee member present
	00210	Mr W J McDonald	Committee member present
	00409	Ms L G Besch	Committee member present
	00706	Mr J A Halbert	Committee member present
	00708	MR R F McClure	Committee member present
Chairperson	The Corporation's Treasurer, Mr W J McDonald, presided over the meeting.		
Additional Attendees	Grant Murray Owner 401, Bikash Nand, Building Supervisor and Mark Sorgini representing Whittles Body Corporate Management		
Quorum	The Treasurer declared a quorum was present.		

Item 1		
Declaration of Interest		
All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.		

Motion 2		
Acceptance of Minutes	Ordinary Resolution	
In accordance with the provisions of s81(5)(b) of the <i>Community Titles Act 1996</i> , the minutes of the Management Committee Meeting held on 27 AUG 2024 and sent to members was accepted as a true and correct record of the proceedings of that meeting. Moved: Ms A Rieger Seconded: Ms L Besch		
Motion CARRIED.		

3 Correspondence		



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP 20845 INC

Item 3.1

New Correspondence

There were no new items of Correspondence.

4 Matters Arising from Previous Minutes

Item 4.1

Telstra Lease Renewal

It was unanimously agreed at an Extraordinary General Meeting held on 25 July 2024 to renew the Telstra Lease for a further 20 years.

The Treasurer has met with the Corporation's Solicitor, Amanda Humble, and advised that an extensive set of amendments were sent to Telstra's Solicitors who appeared accepting of the proposal.

Telstra is currently operating on a 3 monthly lease that is a paid base lease and will pay the balance of the amount owing the Corporation upon execution of the lease which is expected to occur by the end of the calendar year.

Item 4.2

Intercom Upgrade

At the Committee Meeting held 19 April 2024, it was resolved that a motion be tabled at the Annual General Meeting that the Committee recommends upgrading of the aged intercom system to a modern system as several Lots require repairs that can no longer be undertaken due to the age of the system.

An indicative quote and scope of the proposed upgrade was attached and will include features such as videophones inside each apartment (so residents can see who is 'buzzing' them) and access to the system and access control using a smartphone. Indicative costs are approximately \$70,000 for the upgrade.

This was endorsed by majority at the Annual General Meeting (AGM).

It was agreed that the Maintenance Group will seek additional quotes and confirm if replacement of wiring is required. It was agreed that any decision to proceed may be referred back to all owners at a general meeting.

Attached are additional quotes received, one from Infront electrical for \$78,500 and one from Austronics for \$67,788.

The Management Committee considered information provided by the Maintenance Group and agreed that any owners who wish to upgrade their own handsets can do so at their own cost, but that the master unit appears to still be in good order. Accordingly, it was noted that a motion to rescind the agreement passed at the last AGM would be required to be tabled.

Moved: J Halbert Seconded: L Besch



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP 20846 INC**Item 4.3****Review House Rules**

At the Annual General Meeting, it was agreed that a review of the House Rules is to occur.

It was noted that there is a conflict between some of the House Rules and the By-Laws and that the By-Laws cannot be overruled by House Rules.

As there is conflict between some of them, it was agreed that a review occur and with a view to make sure any conflicts are removed.

It was agreed at the Committee Meeting held 27 August 2024 that Bikash, Lynley and Randell would review the House Rules and provide a recommendation.

Bikash advised the meeting that it is taking a lot longer than anticipated to review and re-write and is still a work in progress but would endeavour to circulate amongst Committee Members for comment prior to the next Committee Meeting.

Item 4.4**Co-Opt Vacancy for Management Committee Vacancy**

Under s97 of the *Community Titles Act 1996*,

97—Casual vacancies

A management committee may co-opt a suitable person to fill a casual vacancy in the membership of the committee.

Lot 401 - Grant Murray has Expressed Interest for Management Committee Vacancy and has been invited to attend the meeting.

It was moved that Grant be co-opted for membership in the Committee.

Moved: R McClure Seconded: J Halbert

Grant was welcomed by members to the Committee.

Further, Rob Mackay resigned as Presiding Officer as of 30 September 2024 as he sold his apartment.

Randell McClure was nominated as Presiding Officer.

Moved: J Halbert Seconded: L Besch.

Accordingly, Randell was welcomed as Presiding Officer.

5 Financial Report



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP 20846 INC

Item 5.1		
Current Balances		
As at 4 November 2024 current balances are: Administrative Fund Balance \$127,095.90 Sinking Fund Balance \$180,675.09 Total Outstanding \$13,582.43 (Due 15 October 2024) Term Deposit Balance \$322,207.23 Maturity date 28/11/2024 - @ 4.85% interest. It was resolved to rollover principle and interest for a further 3 months upon expiration of current term.		

6 Reports		

Item 6.1		
Building Supervisor's Report		
The attached report was accepted by the Committee.		

Item 6.2		
QVA Maintenance Group Report		
The attached was accepted by the Committee.		

7 New or Any Other Business		

Item 7.1		
Roof Inspection		
The Maintenance Group have sourced 3 x quotes to undertake an inspection of the roof and provide advice about longevity, replacement planning and repairs required. It was resolved by the Committee to engage Robinson & Co Engineering Consultant as per his quote dated 30/09/2024 for \$1,760 (GST Incl).		



State and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP 20846 INC

Item 7.2

Pots

It was noted that there are 5 old pots located at the Southern Access that appear to be worn. It was resolved that these pots be removed. Further, that the 4 pots previously housing plants inside the foyer be placed outside with new plants. Anne and Lynley are to engage with the Corporation's gardener regarding plant selection and then organise planting.

Moved: W McDonald Seconded: J Halbert

Item 7.3

Solar and Batteries

The Corporation has a 25KW solar system and the Member from Lot 401 wanted to know if it is worthwhile purchasing a battery given the power generated and is there any surplus in what is being produced. It was noted that there is the capacity to double the solar panels.

It was agreed that the Body Corporate Manager seek advice from Whittles Sustainability Manager, Mr Dan Porter to clarify if there will be saving during the day ie will the panels generate more than they use, and are there any implications regarding different tariffs etc.

Advice received from Dan was, "From the looks of the bill, the current system is already generating more solar than the building uses during the day so suggest increasing the size of the solar system is not the way to go.

If the corp was to install a battery (~13kWH), they'd conservatively save around \$1700 per year on energy costs but need to spend around \$15K on installation resulting in a nearly 9 year payback (and most batteries have a 10 year lifespan but this is improving all the time). Not sure whether the corporation would see that as good value or not.

Happy to have a further conversation with Wayne and others as needed but suggest the current set up is probably right."

8 Committee Decisions since Last Meeting

Item 8.1

Committee Decisions since Last Meeting

No decisions made outside the Meeting.



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP.20846 INC

Item 9		
Newsletter		
Any items for the next Newsletter can be provided to the Building Supervisor for inclusion. Committee Members were highly complementary of the most recent Newsletter. In particular, the Building Supervisor was praised for the new format and the information provided.		

Item 10		
Next Meeting & Closure		
The next meeting has been booked for 9am Monday 3 February 2025.		

Owners are able to access & update their personal details through the Whittles Owner Portal online.

To access your account go to www.whittles.com.au and login using either your registered mobile number or email address.

**** Please note that Whittles recommends receiving all correspondence and account notices via email for timely delivery.***

If you have another property, you'd like to consider for management by Whittles, please let your manager know so we can arrange a proposal. Alternatively, you can request a quote through our website.

Queen Victoria Apartments

Monthly Report –October 2024

Notices issued to occupants/others

None

Moving In/out Levy charged

Moved in

Lot 308 –Anita (Tenant)

Moved out

Lot 704–Robert Mackay (Owner)

Incomplete work orders

Work	Est date to be completed
Repairs to tiling and concrete slab adjacent eastern parapet wall between units 201 and 202 (Leads Construction for the cost of \$22,632.00)	Mid –Nov 24

Contractors attended during the month of Sept 24-October -24

Date	Contractor	Work description	Price (ex gst)
05/09/25	Rapid Response maintenance	Replaced the door lock and repaired the door handle on the eastern corridor door.	
19/09/2024	Kone	Service both front sliding glass doors as per contract.	
24/09/2024	RA & AM Scalzi Electrical Service	Check & Repair vacuum	
28/09/24	Kone	To check and repair Lift no 2 which was not working	
30/09/24	Kone	To check and repair both lifts which were not working	
03/10/24	Kone	To check and repair Lift no 2 which was not working	
09/10/24	Kone	Servicing of both Lift as per contract	
18/10/24	Securetek	Replaced tv multi switch in level 4	
Sept-Oct 24	Trojan Fire	Check and test fire pump every week.	

Contractors Scheduled Maintenance

Contractor	Work Description	Last Visited	Next visit	Cost (exc gst)
Carpet EasyClean	Carpet clean. (Quarterly)	July 2024	Nov 2024	\$850.00
Culby Clean	Car park clean. Ground level & basement (as required)	October 2023	October 2024	\$650.00
Rope Access Multiservice	Clean external windows & balustrade glass (Annually)	Dec 2023	Dec 2024	\$9000.00
Culby Clean	Clean external walls & Breezeway pressure clean. (Dec)	Jan 2024	Dec 2024	\$600.00
Kone	Garage door Servicing. (main) (3 times a year) (Nov, March, July)	July 2024	Nov 2024	\$266.00
Greedy Gecko	General insect treatment.(Annually)	Nov 2023	Nov 2024	\$281.82
Kone	Servicing of lifts. (2 monthly) (3 years contract from 01/06/24)	October 2024	December 2024	\$10,580 per year
Phil Schrapel	Gardner (Sept, April)	August 2024	April 2025	\$325.00
Fitness Fanatics SA Pty Ltd	Gym Servicing (David Dowd) (Annually)	October 2023	October 2024	\$220.00
J.K.Bevan Plumbing	Backflow Prevention Device Water industry Act 2012 (annually) <i>Location- Fire services pump room ground - floor. (Trojan fire)</i>	08/04/2024	08/04/2025	
J.K.Bevan Plumbing	Replace tempering valve in all apartment. (5 yearly replacement)	13/05/2022	20/02/2027	\$13,625.45
Trojan Fire Services	To check exit lights and emergency lights. (6 monthly in accordance with AS1851)	April 2024	October 2024	

Contractor	Work Description	Last Visited	Next visit	Cost(exc gst)
Trojan Fire Services	Test & Tag Fire Extinguishers. (6 monthly)	July 2024	Dec 2024	
Trojan Fire Services	3/6 yearly overhaul & Hydraulic assessment. (3/6 yearly overhaul & Hydraulic assessment)	Sept 2019	Sept 2025	
Australian Solar care	Solar Panel Inspection and cleaning. (2 yearly maintenance)	October 2023	October 2025	\$550.00
Chubb Security	Maintenance of security fob, battery backup. (annually)	August 2024	August 2025	\$406.28
Trojan Fire Services	Check and test all smoke detectors in the building. (Annually in accordance with AS1851)	June 2024	June 2025	
Hindmarsh Plumbing	Replace 3 carbon filter for sewer pipe on the roof (2 yearly maintenance)	Sept 2022	Sept 2024	\$291.40
Heights Electrical	Test n tag 12 electrical items	October 23	October 2024	\$80.00
Trojan Fire	Check Fire door and fire Compartmentation (annually)	March 2024	March 2025	
Beyond the Building	Safety Report Audit (3 yearly)	May 2021		
SA Beams Electrical	Residual Current Devices (RCD) test for all common areas.	Sept 2024	Sept 2025	
National Air Conditioning	Servicing of 1 gym and 2 meeting room air conditioners.	September 2023	September 2024	
Mayfair plumbing	Servicing of Storm water pump <i>Purchase on 10/02/23 (2 years warranty & 1 year labour Warranty</i>	February 2023	February 2025	

Definitions & Interpretation

Backflow prevention device- is a valve or mechanical fitting that only allows water to flow in one direction. The device needs to be tested annually to ensure it is functioning correctly.

Tempering valve- that mixes hot water with cold water to deliver tempered water at a constant temperature throughout the apartment.

QUEEN VICTORIA APARTMENTS MAINTENANCE GROUP REPORT



Members:
John Cheesman
Bikash Nand
Randell.M

MAINTENANCE WORKS PROGRESS SUMMARY – as @ 30th October 2024.

Roofing Report – Quotation

Three companies have submitted quotations to provide a detailed report on the current condition of the roof. Detail as follows,

1. Robinson & Co. Engineering –Price \$1600.00

Inclusions:

- A single, non-destructive walkover site inspection
- incl. travel to and from site (160 Fullarton Road, Rose Park SA).
- Perusal of existing construction / design documentation e.g. roof plans, structural plans (if available).
- Assessment of the condition of the existing roof with respect to planning for future replacement.
- Report on the condition of the existing building.
- Recommendations for site management, planning, repairs, future maintenance or further
- investigation (as required).

2. Magryn & Associates Pty Ltd – Price \$3000.00

- Inspection of roof sheeting
Allowance for roof to be inspected in one attendance, additionally inspection due to unavailability of residents or otherwise will incur an additional fees.
- Condition report on roof sheeting including,
List of defects, including damaged roofing and leaked areas discussion of probable causes.
Recommended remedial works
Estimate of service life and when replacement of roof sheeting is required.

3. GP Forensic Pty Ltd -\$4140.00

Condition assessment of the roof cladding

- 1 x site attendance to inspect the following: Inspection of the roof cladding to include all flashings capping etc.
- Inspection of waterproofing / flashings to all roof penetrations.
- General inspection of all roof plant.
- General assessment of the stormwater system.
- Inspection of any roof lights / windows/ access points.
- Written report providing advice on the findings of the inspection which will include the following: Schedule of defects/damage /deterioration found to the above items.
- Schedule advising the repairs required to the defects/damage /deterioration if applicable and a suggested time frame for the remaining life of the item(s).
- Opinion on the overall remaining life of the roof cladding in general.
- Advice on general preventative maintenance required to prolong the life of the roof and its fixtures, fitting etc.

MG- Recommendations

MG- recommends hiring Robinson & Co. Engineering to prepare the roof report for a fee of \$1,600. This company meets all the current requirements necessary to support future decision-making.

Optus Upgrade of telco towers

The work will complete by end of October



Strata and Community Title Services

19 April 2024

Dear Corporation Member,

Please find attached the Minutes of the recent Management Committee Meeting for:

Queen Victoria Apartments, COMMUNITY CORP.20846 INC
160 Fullarton Road, ROSE PARK, SA, 5067.

Should you have any queries or concerns please do not hesitate to contact this office.

Yours faithfully
Mark Sorgini
Body Corporate Manager



State and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP.20846 INC

**Minutes of the Management Committee Meeting
COMMUNITY CORP.20846 INC**

Meeting Date	19 April 2024	
Meeting Location	QVA Business Centre, 160 Fullarton Road, ROSE PARK, SA, 5067 and Via MS Teams	
Time	09:00 AM	Closed: 09:45 AM
Lots Represented	00210 Mr W J McDonald Committee member present 00409 Ms L G Besch Committee member present 00704 Mr R C Mackay Committee member present 00706 Mr J A Halbert Committee member present	
Chairperson	It was resolved that the Body Corporate Manager was to assist by conducting the meeting.	
Additional Attendees	Bikash Nand, Building Supervisor, Mark Sorgini, Whittles Body Corporate Management	
Apologies	Not Applicable	
Quorum	The Body Corporate Manager declared a quorum was present (in person or by proxy).	

Item 1		
Declaration of Interest		
All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.		



Strata and Community Title Services

Minutes of the Management Committee Meeting
COMMUNITY CORP 20846 INC

Motion 2		
Acceptance of Minutes	Ordinary Resolution	
In accordance with the provisions of s81(5)(b) of the <i>Community Titles Act 1996</i>, the minutes of the Management Committee Meeting held on 6 FEB 2024 and sent to owners were accepted as a true and correct record of the proceedings of that meeting. Moved: Rob Mackay Seconded: John Halbert		
Motion CARRIED.		

3 Correspondence

Item 3.1		
Complaint re Occupants 203		
There has been intermittent conflict between the tenants in 203 and the owner in 204. The Owner in 204 has indicated she wishes to attend a Committee Meeting to discuss concerns from her perspective and there is contention that the House Rules and By-Laws are 'at odds' with each other. In particular, By-Law 8.1 states that hanging washing or clothing on the balcony is prohibited, and the residents of 203 breach this By-Law by placing washing to dry on the balcony. The Committee did not think the owner attending a Committee Meeting to address this issue was warranted and agreed that placing washing on the balcony constituted a breach of the By-Law. It was agreed that the Building Supervisor is to relay this to the tenants in 203. Furthermore, it was agreed that a reminder be placed under General Business of the Annual General Meeting papers and that an article be placed in the next Newsletter. The Body Corporate Manager was instructed to advise the owner of Lot 204 of the above.		

4 Matters Arising from Previous Minutes



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP.20846 INC

Item 4.1

Telstra Lease Renewal

The Lease has been referred to Amanda Humble from Jones Harley Toole. She highlights there is a clause in the lease that prevents the Corporation from approving any changes to any other leases without Telstra's approval.

She has requested further advice from Cornwallis before finalising her advice to the Committee.

Meanwhile, the Body Corporate Manager has prepared invoice for \$1,000 reimbursement for Legal advice provided by Telstra.

Manager's Note: Subsequent to the Meeting, the Manager received extensive advice from the Solicitor with several recommendations. The information was forwarded to Members for consideration.

Item 4.2

Fire Drill

At the Committee Meeting held on 6 February 2024, the Treasurer advised the meeting that he noted there had been a fire in the Air Apartments and suggested perhaps a Fire Drill may be required.

It was agreed to seek advice from Trojan Fire for advice.

The Maintenance Group investigated the responsibilities of the Body Corporate and advise, "The Corporation oversees the inspection and testing of fire protection systems and equipment within common areas of the building, as well as those interconnected with individual apartments. This responsibility is managed by the Body Corporate.

The findings from these inspections and tests are communicated to residents through the minutes of the MC Meetings.

It's important to note that residential apartment blocks typically aren't mandated to develop emergency plans or conduct training on fire safety procedures. These requirements fall under the purview of Work Health and Safety Legislation, from which residential corporations are exempt. However, it's strongly recommended that every corporation establishes an emergency plan and educates all occupants on appropriate emergency protocols. Studies indicate that without such training, only 15% of people react appropriately in emergencies, leaving 85% at risk."

It was noted that there are evacuation diagrams throughout the complex in the case of fire. Running information sessions for residents was considered, however, it was noted that participation has always been low.

It was agreed that placing reminders in the Newsletter to refer to evacuation diagrams is to occur and the Building Supervisor will reference fire evacuation as a part of the building induction.

5 Financial Report



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP 20846 INC**Item 5.1****Current Balances**

As at 5 April 2024 current balances are:

Administrative Fund Balance \$120,481.32

Sinking Fund Balance \$118,010.73

Total Outstanding \$66,056.14 (Due 15 April 2024)

Term Deposit Balance \$314,555.91

Maturity date 28/05/2024 - @ 4.95% interest.

The Treasurer discussed the proposed budget and highlighted several cost pressures, particularly with relation to continued increases in building insurance. Members were advised that due to cost of living pressures, it was recommended that contributions to the Administrative Fund increase from \$61,860 to \$66,800 per quarter as of 15 July 2024. It was suggested that contributions to the Sinking Fund remain \$29,000 per quarter.

With regard to replacement of the Fire Panel, it was agreed that this be considered for replacement next year.

Members agreed with the recommendation.

Moved: Wayne McDonald

Seconded: Lynley Besch

Motion CARRIED.**6 Reports****Item 6.1****Building Supervisor's Report**

Members noted the report.

Item 6.2**QVA Maintenance Group Report**

A report from the Maintenance Group was not tabled for this meeting.

7 New or Any Other Business



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP 20846 INC

Item 7.1

Intercom Upgrade

That, the Committee consider upgrading the intercom throughout the QVA as per the attached quote and background information provided by Securetek.

It was resolved that a motion be tabled at the Annual General Meeting that the Committee recommends upgrading of the aged intercom system to a modern system as several Lots require repairs that can no longer be undertaken due to the age of the system.

An indicative quote and scope of the proposed upgrade is attached and will include features such as videophones inside each apartment (so residents can see who is 'buzzing' them) and access to the system and access control using a smartphone. Indicative costs are approximately \$70,000 for the upgrade.

Should a majority of owners agree to proceed with upgrading the intercom system, the Committee will undertake a tender seeking additional quotes and an allocation from the Sinking Fund will be made to fund the replacement.

Moved: Rob Mackay
Seconded: Lynley Besch

Motion CARRIED.

Item 7.2

Annual General Meeting

Due to the recent passing of The Presiding Officer and resignation of the Secretary, nominations for these positions are required.

The Treasurer and Body Corporate Manager prepared a proposed budget for the Committee's consideration and determination at the AGM.

It was agreed that the AGM will be held 6pm Tuesday 14 May 2024 in the QVA Conference Room.

Rob Mackay agreed to be nominated as the Presiding Officer and Lynley Besch agreed to be nominated as Secretary.

Wayne McDonald agreed to remain as Treasurer and John Halbert as Ordinary Member.

Nominations have been received from Randell McClure Lot 708 and Ann Rieger from Lot 112 as Ordinary Members.

John Cheeseman to remain member of the Maintenance Group.

The Body Corporate Manager is to set the meeting and prepare a running sheet for Rob Mackay to assist him at the meeting.

It was agreed by members not to produce a Committee Report this year given circumstances involving Frank's passing and Anne's resignation.



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP.20846 INC

8 Committee Decisions since Last Meeting

Item 8.1

Appointment of Lift Contractor

The current lift maintenance contract is set to expire on the 31st of May 2024.

At least 60 days notice of non-renewal is required.

Attached was the comprehensive analysis of the quotations received for the maintenance of lifts. After thorough consideration, MG recommended Kone as a preferred contractor and the Body Corporate manager was instructed to sign the contract and return it to the Building Supervisor.

Item 9

Newsletter

With the resignation of the Secretary, it was agreed that the Maintenance Group will assume responsibility for production of the QVA Newsletter.

Item 10

Next Meeting & Closure

To be called following the Annual General Meeting.



Strata and Community Title Services

6 February 2024

Dear Committee Member,

Please find attached the Minutes of the recent Management Committee Meeting for:

COMMUNITY CORP.20846 INC 160 Fullarton Road, ROSE PARK, SA, 5067.

Should you have any queries or concerns please do not hesitate to contact this office.

Yours faithfully

Mark Sorgini

Body Corporate Manager



Strata and Community Title Services

Minutes of the Management Committee Meeting
COMMUNITY CORP.20846 INC

Minutes of the Management Committee Meeting COMMUNITY CORP.20846 INC

Meeting Date	6 February 2024		
Meeting Location	Business Centre, 160 Fullarton Road, ROSE PARK, SA, 5067 and Via MS Teams		
Time	09:00 AM	Closed: 09:40 AM	
Lots Represented	00201	Mr F R Webster	Committee member present
	00210	Mr W J McDonald	Committee member present
	00301	Ms A E Leahy	Committee member present
	00409	Ms L G Besch	Committee member present
	00704	Mr R C Mackay	Committee member present
	00706	Mr J A Halbert	Committee member present
Chairperson	The Presiding Officer, Mr F R Webster, presided over the meeting.		
Additional Attendees	Bikash Nand, Building Supervisor, Mark Sorgini, Whittles Body Corporate Management		
Apologies	Not Applicable		
Quorum	A quorum was present.		

Item 1
Declaration of Interest
All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.

Motion 2		
Acceptance of Minutes	Ordinary Resolution	
It was resolved that in accordance with the provisions of s81(5)(b) of the <i>Community Titles Act 1996</i> , the minutes of the Management Committee Meeting held on 6 NOV 2023 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.		
Moved: J Halbert Seconded: L G Besch		
Motion CARRIED.		



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP 208/95 INC

3 Correspondence

Item 3.1

Telstra Lease Renewal

On behalf of Telstra, Cornwalls have prepared draft lease that was attached for the Corporation's consideration.

The Treasurer advised members that original offer from Telstra was Lease at \$25,000 p/a however this was regarded as unacceptable. It was agreed that rent will stay at current rate with annual indexation and be for a term of 10 years with the option of a further 10 year extension.

The Treasurer brought to the Committee's attention that section 3.6 (c) states that there will be no increases in the number of antennas on the roof but allows updating of the existing equipment.

As the current lease is due to expire end of August 2024, it was suggested that Committee accept terms of the lease subject to independent legal review.

Moved: W J McDonald Seconded: L G Besch

Motion CARRIED.

4 Matters Arising from Previous Minutes

Item 4.1

604 & 708 Plan Amendments

The owners of Lots 604 & 708 wish to obtain initial approval from the Corporation to swap subsidiaries. Apartment 708 proposes to transfer two carparks to Apartment 604 and 604 proposes to transfer their carpark and storage room to 708.

An Extraordinary General Meeting (EGM) was convened for 10.30am Thursday 27 July 2023 to seek the Corporation's initial approval.

At EGM held 13 December 2023, proposed amendments were unanimously passed. The required documents have been lodged with the Lands Titles Office and upon confirmation they have been registered (and Substitute sheets of the Plan and Lot Entitlement Values), will take effect.

It was noted that both the Secretary and Treasurer had signed the documentation required and this matter was now considered closed.



State and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP 20846 INC

5 Financial Report

Item 5.1

Current Balances

As at 6 February 2024 current balances are:

Administrative Fund Balance \$119,196.61

Sinking Fund Balance \$100,001.44

Total Outstanding \$7,762.94

Term Deposit Balance \$310,757.02

Maturity date 28/02/2024 - @ 4.84% interest.

The Treasurer requested advice of any significant expenditures required to be provided to the Treasurer by end of February 2024 for inclusion in next year's Budget.

It was suggested that the fire panel will last for 1-2 years as advice from Trojan is there are still spare parts available.

The Member from Lot 704 advised everyone that the current intercom is over 20 years old and is old technology and parts are no longer available.

It was agreed that the maintenance group will investigate and provide recommendations for Committee's consideration.

Moved: W J McDonald Seconded: R C Mackay

6 Reports

Item 6.1

Building Supervisor's Report

The report (attached to the Minutes) was noted and accepted by the Committee.

Moved: A E Leahy Seconded: R C Mackay



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP.20846 INC

Item 6.2

QVA Maintenance Group Report

Members discussed and accepted the report.

Members noted the disputes regarding overcharging with Otis regarding their accounts. It was highlighted in the meeting that the Committee had no concerns about the technicians attending, however the concerns are regarding the administration side of their business and lack of response to queries and perception that notwithstanding several meetings with Service representatives from Otis, nothing has changed.

It was noted that the current Lift Services Contract expires on 31 May 2024 and it was resolved to go to Tender. The Member from Lot 704 advised the meeting they are looking at options provided by Kone, Schindler and the incumbent Otis.

It was further resolved that the next service agreement should be for a 3 year term instead of 6. It was agreed that this recommendation for a new lift service contract should be ready to table at the AGM.

It was resolved to accept the report as a part of the minutes.

Moved: J A Halbert Seconded: A E Leahy

7 New or Any Other Business

Item 7.1

Fire Drill

The Treasurer advised the meeting that there was a fire in the Air Apartments last weekend and queried the need for Marshall's and evacuation plans.

The Member from 704 advised the meeting he is aware of Emergency Safety Provisions required in office buildings but not in apartment complexes. It was agreed that the Maintenance Group to approach the Corporation's Fire Services Contractors – Trojan for Advice



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP.20846 INC

Item 7.2

Arrears Management 702

It was noted that the group of brothers who own this apartment have a long history of being in arrears.

The debt recovery company is suggesting legal action in an effort to recover the balances outstanding.

It was noted that three brothers own the apartment in which their elderly parents reside, however as the father has recently passed away, the Committee determined not to seek recovery at this time.

The Member from 704 has met one of the brothers and agreed to engage in a dialogue with him in 4-5 weeks' time.

The Body Corporate Manager was instructed to liaise with the debt recovery company to ascertain if there is a statute of limitations on recovery of arrears.

8 Committee Decisions since Last Meeting

Item 8.1

Decisions Made

There were no items raised.

Item 9

Newsletter

It was noted that there will be usual article to remind residents about managing waste.

The Secretary advised the meeting she was aware of a non-resident who had gained access to the complex and was 'chocking' several doors open with his shoes. After further discussion, it was agreed that the main entry door allowed tailgating as it waits too long before closing and it was agreed to reduce the time from 18 to 10 seconds. Advice about tailgating will be placed in the Newsletter.

Any other items for inclusion in the Newsletter are to be provided to the Secretary.

Item 10

Next Meeting & Closure

There was general agreement that the next meeting should be held at 9am on Tuesday 2 April 2024 in the QVA Business Centre and via MS Teams.

Queen Victoria Apartments

Monthly Report –Nov 23-January 2024

Notices issued to occupants/others

None

Moving In/out Levy charged**Moved in**

Lot 506-Chia Chin Lu (Tenant)

Moved Out

None

Incidents**Water Leaks- Lot 101**

Lot 101- experienced a water leak originating from the dishwasher valves, causing water to seep through the floor and damage the ceiling of the coffee shop. In light of this issue, a contractor has been called to repair the damaged ceiling.

Incomplete work orders

Work	Est date to be completed
Carpet court –Install carpet on Level 7.	End-Feb
Glass and More – silicone window seals on level 7 corridor.	Mid-Feb

Contractors attended during the month of November 23-Jan -24

Date	Contractor	Work description	Price (ex gst)
01/11/2024	Trojan Fire	Replace smoke detector in lot 109.	
02/11/2024	VIP Home Services	Trim eastern car park hedges.	
03/11/2024	Otis	Serviced both lifts as per contract	\$702.72
03/11/2024	Otis	To check and repair lift control panel on level 7 which was beeping.	
03/11/2024	Greedy Gecko	General insect treatment.	
13/11/2024	Kone	Servicing of Roller doors as per contract.	
20/11/2024	Culby Clean	Clean roof debris.	
28/11/2024	Otis	Serviced both lifts as per contract.	\$702.72
28/11/2024	Carpet Easy clean	Clean carpet.	
28/11/2024	Lead Construct Pty Ltd	Install access hatch for lot 102 ceiling to trace water penetration.	
22/12/2024	Rope Access Multiservice	External window Cleaning.(annually)	
22/12/2024	Otis	Serviced both lifts as per contract.	\$702.72
08/01/2024	Rope Access Multiservice	Caulking of all aluminum window ledges for Lot 706 and Lot 703 by abseiling.	
10/01/2024	Curated Services	Painting and removing rust on breezeway on steel frames and bicycle rank and painting on various locations.	
11/01/2024	IJ Fry	Repair coffee shop ceiling which was damaged by water leaks from lot 101.	
11/01/2024	Otis	Serviced both lifts as per contract	\$702.72
18/01/2024	Culby Clean	Pressure clean eastern fire stairs ,rollers doors and ground car park louvre blades	
18/01/2024	Rapid Response maintenance	Clean and re-silicone externals balcony area near sliding door to prevent water penetration. (Lot 209)	
23/01/2024	Rapid Response	Repair rusted steel column frames facing grant avenue.	
Nov23-Jan 24	Trojan Fire	Check and test fire pump every week.	

Contractors Scheduled Maintenance

Contractor	Work Description	Last Visited	Next visit	Cost (exc gst)
Carpet EasyClean	Carpet clean. (Quarterly)	Nov 2023	March 2024	\$850.00
Culby Clean	Car park clean. Ground level & basement (as required)	October 2023	October 2024	\$650.00
Rope Access Multiservice	Clean external windows & balustrade glass (Annually)	Dec 2023	Dec 2024	\$9000.00
Culby Clean	Clean external walls & Breezeway pressure clean. (Dec)	Jan 2024	Dec 2024	\$600.00
Kone	Garage door Servicing. (main) (3 times a year) (Nov, March, July)	Nov 2023	March 2024	\$266.00
Greedy Gecko	General insect treatment.(Annually)	Nov 2023	Nov 2024	\$281.82
OTIS	Servicing of lifts. (monthly) (5 years contract from 01/06/19)	January 2024	February 2024	\$702.72
Phil Schrapel	Gardner (Sept, April)	Nov 2023	Jan 2024	\$325.00
Fitness Fanatics SA Pty Ltd	Gym Servicing (David Dowd) (Annually)	October 2023	October 2024	\$220.00
J.K.Bevan Plumbing	Backflow Prevention Device Water industry Act 2012 (annually) <i>Location- Fire services pump room ground - floor. (Trojan fire)</i>	28/02/2023	28/02/2024	
J.K.Bevan Plumbing	Replace tempering valve in all apartment. (5 yearly replacement)	13/05/2022	20/02/2027	\$13,625.45
Trojan Fire Services	To check exit lights and emergency lights. (6 monthly in accordance with AS1851)	October 2023	April 2024	

Contractor	Work Description	Last Visited	Next visit	Cost(exc gst)
Trojan Fire Services	Test & Tag Fire Extinguishers. (6 monthly)	July 2023	Dec 2023	
Trojan Fire Services	3/6 yearly overhaul & Hydraulic assessment. (3/6 yearly overhaul & Hydraulic assessment)	Sept 2019	Sept 2025	
Australian Solar care	Solar Panel Inspection and cleaning. (2 yearly maintenance)	October 2023	October 2025	\$550.00
Chubb Security	Maintenance of security fob, battery backup. (annually)	March 2023	March 2024	\$406.28
Trojan Fire Services	Check and test all smoke detectors in the building. (Annually in accordance with AS1851)	August 2023	August 2024	
Hindmarsh Plumbing	Replace 3 carbon filter for sewer pipe on the roof (2 yearly maintenance)	Sept 2022	Sept 2024	\$291.40
Heights Electrical	Test n tag 12 electrical items	October 23	October 2024	\$80.00
Trojan Fire	Check Fire door and fire Compartmentation (annually)	March 2023	March 2024	
Beyond the Building	Safety Report Audit (3 yearly)	May 2021	May 2024	
SA Beams Electrical	Residual Current Devices (RCD) test for all common areas.	April 2022	April 2024	
National Air Conditioning	Servicing of 1 gym and 2 meeting room air conditioners.	September 2023	September 2024	
Mayfair plumbing	Servicing of Storm water pump <i>Purchase on 10/02/23 (2 years warranty & 1 year labour Warranty</i>	February 2023	February 2024	

Definitions & Interpretation

Backflow prevention device- is a valve or mechanical fitting that only allows water to flow in one direction. The device needs to be tested annually to ensure it is functioning correctly.

Tempering valve- that mixes hot water with cold water to deliver tempered water at a constant temperature throughout the apartment.

QUEEN VICTORIA APARTMENTS MAINTENANCE GROUP REPORT



Members:
John Cheesman
Bikash Nand
Robert Mackay

MAINTENANCE WORKS PROGRESS SUMMARY – as @ 25th January 2024.

Otis Dispute invoices as follows,

Invoice No. 525831 - \$611.05 - 24/08/22

The new Otis Accounts Manager met with the Maintenance Group. During the meeting he agreed to issue a credit note for a long outstanding disputed invoice and also addressed issues we had experienced with the Otis office prior to his appointment. This credit note is still awaited and the issues raised, plus new issues.

Invoice No 555132 - \$1,338.26 - 18/10/2023

This invoice relates to **Damaged Key Switches in Lift No. 1. The technician spent less** than one hour of work just to inform us that key switch is damaged this seemed exorbitant and needs to be fully validated and justified. We kindly requested Otis to review this invoice and provide a detailed breakdown of all the costs involved. There's been no response.

Invoice No 556956 - \$652.19 - 10/11/23

This invoice relates to **Display screen in Lift no1** –This is a maintenance call and should not be charged.

Regarding invoices 555132 and 556956, on the 22 December these were easily rectified by a new technician who came to service the lifts. He noted the previous technician had incorrectly inserted the Display Screen cable in the wrong cable slot. So it was a technician's error that caused the Lift Display Screen outage of eight weeks & the new part they said they were awaiting was not required.

Invoice No 558823 - \$652.19- 28/11/23

This is invoice related to the **Otis control panel beeping in level 7**. This was a maintenance call and should not be charged.

It seems there is no continuity to the whole of the servicing of the lifts because of the continuing turnover of Otis technicians and Managers who seem unable to deal with issues punctually and properly.

So, as a result, and because the Otis contract expires this year in **June** MG is suggesting three companies below, for quotation for service.

KONE

KONE is currently maintaining the front glass entrance doors, roller doors to the ground level and underground carpark.

JPS Lifts

JPS Lifts based in Stepney, is a wholly owned South Australian Company and, they are familiar with the building having provided services on lifts from 2006.

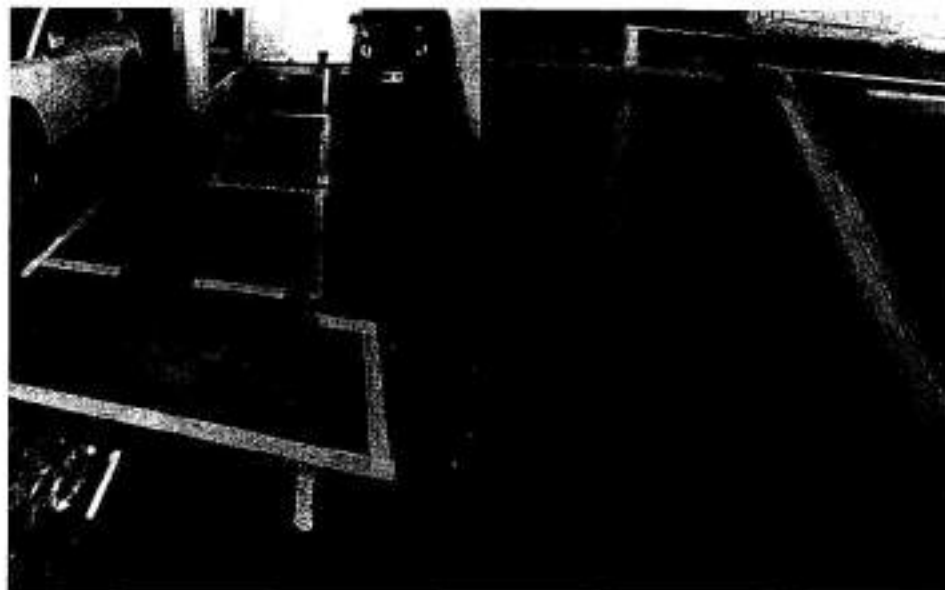
Otis

This is the current service provider and MG feels the service is not up to an acceptable standard.

Painting

Line marking is currently underway in the internal carpark.

Line marking and numbering to the external carpark are expected to start in February subject to prevailing conditions.



Hot water copper pipe water leaks repair records

Year	Leak Date	Location of repair	No of Repair per year
2020	17/10/20	Level 3 –corridor	2
	28/10/20	Level 3 -corridor	
2021	25/08/21	Level 7-Near to Lot 705	2
	25/08/21	Level 4 -corridor	
2022	10/01/22	Level 1 –Corridor	3
	21/04/22	Level 7 – Corridor	
	18/10/22	Level 3- Corridor	
2023	14/07/23	Level 4 –Corridor Near to Lot 405	2
	24/08/23	Level 7-Corridor Near to Lot 704	



Strata and Community Title Services

29 May 2024

Dear Corporation Member,

Please find attached the Minutes of the recent Management Committee Meeting for:

COMMUNITY CORP.20846 INC 160 Fullarton Road, ROSE PARK, SA, 5067.

Should you have any queries or concerns please do not hesitate to contact this office.

Yours faithfully

Mark Sorgini

Body Corporate Manager



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP.20846 INC

**Minutes of the Management Committee Meeting
COMMUNITY CORP.20846 INC**

Meeting Date	28 May 2024	
Meeting Location	Business Centre, 160 Fullarton Road, ROSE PARK, SA, 5067 and Via MS Teams	
Time	09:00 AM	Closed: 09:50 AM
Lots Represented	00112 Ms A Rieger Committee member present 00210 Mr W J McDonald Committee member present 00409 Ms L G Besch Committee member present 00704 Mr R C Mackay Committee member present 00706 Mr J A Halbert Committee member present 00708 MR R F McClure Committee member present	
Chairperson	The Presiding Officer, Mr R C Mackay, presided over the meeting. It was resolved that the Body Corporate Manager was to assist by conducting the meeting.	
Additional Attendees	Mr Bikash Nand Building Supervisor, Mark Sorgini representing Whittles Body Corporate Management	
Apologies	Not applicable	
Quorum	The Body Corporate Manager declared a quorum was present.	

Item 1		
Declaration of Interest		
All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.		

Motion 2		
Acceptance of Minutes	Ordinary Resolution	
It was resolved that in accordance with the provisions of s81(5)(b) of the <i>Community Titles Act 1996</i> , the minutes of the Management Committee Meeting held on 19 APR 2024 and sent to owners be accepted as a true and correct record of the proceedings of that meeting. Moved L Besch Seconded J Halbert		
Motion CARRIED.		



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP.20846 INC

3 Correspondence

Item 3.1

Correspondence

Nil received

4 Matters Arising from Previous Minutes

Item 4.1

Telstra Lease Renewal

The Treasurer provided a summary of the commercial terms that he has negotiated with Telstra's Agents which included a term of 10 years plus 5 plus 5.

The original offer was \$20,000 per annum however this was negotiated to \$33,512.71 + GST indexed by 3% p/a.

As this is a new lease, the Solicitor suggested that Unanimous Agreement will be required at a general meeting of the Corporation.

Members resolved that the Body Corporate Manager approach the Solicitor to prepare a suitable motion for the Extraordinary General Meeting acknowledging that the current lease expires in August 2024.

Moved R McClure
Seconded R Mackay



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP.20846 INC

Item 4.2

Intercom Upgrade

At the Committee Meeting held 19 April 2024, it was resolved that a motion be tabled at the Annual General Meeting that the Committee recommends upgrading of the aged intercom system to a modern system as several Lots require repairs that can no longer be undertaken due to the age of the system.

An indicative quote and scope of the proposed upgrade was attached and will include features such as videophones inside each apartment (so residents can see who is 'buzzing' them) and access to the system and access control using a smartphone. Indicative costs are approximately \$70,000 for the upgrade.

This was endorsed by majority at the Annual General Meeting.

It was agreed that the Maintenance Group will seek additional quotes and confirm if replacement of wiring is required. It was agreed that any decision to proceed may be referred back to all owners at a general meeting.

Moved J Halbert
Seconded L Besch

5 Financial Report

Item 5.1

Current Balances

As at 23 May 2024 current balances are:

Administrative Fund Balance \$134,911.61

Sinking Fund Balance \$131,427.98

Total Outstanding \$3,718.50 (Due 15 April 2024)

Term Deposit Balance \$314,555.91

Maturity date 28/05/2024 - @ 4.95% interest (to be rolled over for 3 months at expiry of current term)

Noted by Committee.

6 Reports

Item 6.1

Building Supervisor's Report

A report will be provided at the next meeting.



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP.20846 INC

Item 6.2

QVA Maintenance Group Report

The Committee noted that Rob Mackay has resigned from the Maintenance Group and Randell McClure will be the new Committee Representative.

A report (attached) was tabled and discussed in line with agenda item 4.2.

7 New or Any Other Business

Item 7.1

Review House Rules

At the Annual General Meeting, it was agreed that a review of the House Rules is to occur.

It was noted that there is a conflict between some of the House Rules and the By-Laws and that the By-Laws cannot be overruled by House Rules.

As there is conflict between some of them, it was agreed that a review occur and with a view to make sure any conflicts are removed.

The Body Corporate Manager provided a copy of the House Rules and By-Laws to all Members who were asked to review for consideration at the next meeting.

Item 7.2

Foyer Pot Plant Upgrade

Committee to consider upgrade of pot plant for the Foyer through rentokil-initial.

The current value of the account is \$1,055.53 and the new value will be \$2017.33 with a once off installation of \$241.93

Our current lead times are 4-5 weeks from approval of agreement.

An image of the carousel unit in the shiny black is attached.

Please follow the link below to view your tailored solutions:

<https://mysolutions.mysalesspace.com/profile/login/sso/code:4foSDweWEjBXCWawPazFaA.DCaRG7iNG8pQc-pr7SwBXQ&v2>

It was resolved to proceed with plant replacement and purchase of a coffee table.

Moved A Reiger
Seconded L Besch



Strata and Community Title Services

Minutes of the Management Committee Meeting
COMMUNITY CORP 20846 INC

8 Committee Decisions since Last Meeting		

Item 8.1		
Committee Decisions since Last Meeting		
Any decisions to be recorded in the minutes.		

Item 9		
Newsletter		
At the Committee Meeting held 19 April 2024, it was noted that the Maintenance Group will prepare the Newsletters.		
Any items for the next notice can be provided to the Maintenance Group for inclusion.		

Item 10		
Next Meeting & Closure		
To be determined as it is expected that Extraordinary General Meeting will be held first.		

Maintenance Group Report –Intercom upgrade report

Introduction

This report addresses the recent approval of the intercom upgrade at QVA. MG expresses disappointment regarding the lack of opportunity to analyse in detail the most critical quotation, as our group prides itself on delivering results based solely on facts and thorough analysis.

Current Situation

Unfortunately the intercom upgrade has been approved without several tenders and a comprehensive review of all necessary factors.

Notably, the approved quotation clearly highlights that if the existing cables are not in suitable condition, they need to be replaced. This critical aspect has not been sufficiently addressed. Although the contractor has assured us that the cables are in good condition, it does not provide a guarantee. The contractor has included an additional cost in the quotation for cable replacement, if they are found to be inadequate.

Conclusion

The intercom upgrade at QVA should not proceed without addressing the critical issue of the existing cables condition.

MG requests a re-evaluation of the entire process to ensure all factors are considered and the upgrade is executed based on a solid foundation of facts and thorough analysis. This approach will prevent potential future failures and ensure a long-lasting and effective intercom system.

MG looks forward to the opportunity to review and prepare a comprehensive report and tender process for the Management Committee. Exploring options for smaller, progressive, incremental upgrades to the existing system, rather than a complete overhaul, will provide more cost-effective and less disruptive solutions.

Thank you

Maintenance Group

John Cheesman
Bikash Nand
Randell McClure



Strata and Community Title Services

2 September 2024

Dear Corporation Member,

Please find attached the Minutes of the recent Management Committee Meeting for:

COMMUNITY CORP 20846 INC 160 Fullarton Road, ROSE PARK, SA, 5067.

Should you have any queries or concerns please do not hesitate to contact this office.

Yours faithfully

Mark Sorgini

Body Corporate Manager



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP.20846 INC**Minutes of the Management Committee Meeting
COMMUNITY CORP.20846 INC**

Meeting Date	27 August 2024		
Meeting Location	Business Centre, 160 Fullarton Road, ROSE PARK, SA, 5067 and Via MS Teams		
Time	09:00 AM	Closed: 10:05 AM	
Lots Represented	00112	Ms A Rieger	Committee member present
	00210	Mr W J McDonald	Committee member present
	00409	Ms L G Besch	Committee member present
	00704	Mr R CMackay	Committee member present
	00706	Mr J A Halbert	Committee member present
	00708	MR R F McClure	Committee member present
Chairperson	The Presiding Officer, Mr R C Mackay, presided over the meeting. It was resolved that the Body Corporate Manager was to assist by conducting the meeting.		
Additional Attendees	Mr Bikash Nand Building Supervisor, Mark Sorgini representing Whittles Body Corporate Management		
Apologies	Not Applicable		
Quorum	A quorum was present.		

Item 1		
Declaration of Interest		
All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.		

Motion 2		
Acceptance of Minutes	Ordinary Resolution	
It was resolved that in accordance with the provisions of s81(5)(b) of the <i>Community Titles Act 1996</i> , the minutes of the Management Committee Meeting held on 28 MAY 2024 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.		
Motion CARRIED.		

3 Correspondence		



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP 20846 INC

Item 3.1

Installation of Fibre Optic Cable Network

Attached was a letter from Pipenetworks advising about the installation of Fibre Optic Cabling within the building.

Committee noted that this is fibre optic cable which will increase internet speeds into the building at no cost to the Corporation. It was agreed for the works to proceed and the Body Corporate Manager was instructed to sign the Authority to Proceed. It was noted that works are to be completed by March 2025 and it was agreed that once increased speeds are available, this is to be communicated to all residents and owners via the Newsletter.

4 Matters Arising from Previous Minutes

Item 4.1

Telstra Lease Renewal

It was unanimously agreed at an Extraordinary General Meeting held on 25 July 2024 to renew the Telstra Lease for a further 20 years.

Telstra's Solicitor has been advised and a meeting with Amanda Humble from Jones Harley Toole has been set for 9am Monday 2 September 2024 with the Presiding Officer and Treasurer to finalise the advice and negotiations with Telstra.

Item 4.2

Intercom Upgrade

At the Committee Meeting held 19 April 2024, it was resolved that a motion be tabled at the Annual General Meeting that the Committee recommends upgrading of the aged intercom system to a modern system as several Lots require repairs that can no longer be undertaken due to the age of the system.

An indicative quote and scope of the proposed upgrade was attached and will include features such as videophones inside each apartment (so residents can see who is 'buzzing' them) and access to the system and access control using a smartphone. Indicative costs are approximately \$70,000 for the upgrade.

This was endorsed by majority at the Annual General Meeting.

It was agreed that the Maintenance Group will seek an additional two quotes and confirm if replacement of wiring is required. It was agreed that any decision to proceed may be referred back to all owners at a general meeting.

It was agreed to keep this item on the agenda to note and discuss when updated quotes are received.



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP 20846 INC

Item 4.3

Foyer Pot Plant Upgrade

At the Committee Meeting held 28 May 2024, the Committee resolved to proceed with plant replacement in the front foyer and to purchase of a coffee table.

At the Extraordinary General Meeting (EGM) held 25 July 2024 to determine whether to renew the Telstra Lease, there was a vocal contingent of owners present who were critical of the plant replacement.

It was noted that consultation of the proposed plant replacement had occurred prior to the Committee agreeing to the change.

At the EGM an agreement was made with aggrieved residents that the Committee would facilitate a survey of residents to ascertain if they are in favour or not of the amendments.

Of the 72 Lots, 47 votes identified as being in favour of the works, 7 indicated they were not in favour and 18 either did not or were unable to vote.

Feedback was attached to the Meeting Notice.

It was agreed to provide the outcome in the October Newsletter.

Item 4.4

Review House Rules

At the Annual General Meeting, it was agreed that a review of the House Rules is to occur.

It was noted that there is a conflict between some of the House Rules and the By-Laws and that the By-Laws cannot be overruled by House Rules.

As there is conflict between some of them, it was agreed that a review occur and with a view to make sure any conflicts are removed.

The Body Corporate Manager provided a copy of the House Rules and By-Laws to all Members who were asked to review for consideration at the next meeting.

It was agreed that Bikash, Lynley and Randell will review with a view to table at the next meeting.



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP.20846 INC

5 Financial Report

Item 5.1

Current Balances

As at 27 August 2024 current balances are:

Administrative Fund Balance \$55,862.12

Sinking Fund Balance \$152,771.31

Total Outstanding \$3,718.50 (Due 15 July 2024)

Term Deposit Balance \$318,395.21

Maturity date 28/08/2024 - @ 4.75% interest (to be rolled over for 3 months at expiry of current term)

Treasurer advised that the Corporation is running just below budget at present.

6 Reports

Item 6.1

Building Supervisor's Report

It was agreed that Lot 201 have 8 courses of tiles to be pulled up and the balcony to be resealed for approximately \$22,000.

It was noted that Lot 703 has a water leak through one of their Western windows and that the seals will be repaired when the window cleaners are next onsite.

The report was noted.

Item 6.2

QVA Maintenance Group Report

The QVA Maintenance Group (consisting of John Cheeseman, Randell and Bikash) advised that a report on the condition of the roof would be of benefit to plan eventual roof replacement.

It was agreed that the Body Corporate Manager assist in obtaining quotes from suitable engineering firm.

Item 6.3

Safety Report - Outstanding Works Summary

The Committee noted the maintenance group's response regarding outstanding Safety Report items as per report attached to the Meeting Notice and it was agreed to consider obtaining an updated report every 5 years, with the next report due June 2026.



Strata and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP 20846 INC**7 New or Any Other Business****Item 7.1****Renovations Lot 709**

Members discussed the Approval process.

It was noted that a broad outline was submitted instead of a detailed scope of works and it was agreed, that in order for the Committee to fulfil its obligations, it requires detailed scopes including plans from owners planning upgrades so that the committee can exercise their due diligence in future.

Item 7.2**Co-Opt Vacancy for Management Committee Vacancy**

Under s97 of the *Community Titles Act 1996*,

97—Casual vacancies

A management committee may co-opt a suitable person to fill a casual vacancy in the membership of the committee.

Lot 401 - Grant Murray has Expressed Interest for Management Committee Vacancy.

Committee noted that the Presiding Officer will be vacating the role as at the end of September 2024. Consequently, it was resolved to invite Grant to the next Committee Meeting.

Item 7.3**Painting rear Passageway**

John suggested that the rear passageway would benefit from re-painting and it was agreed that this should occur.



State and Community Title Services

Minutes of the Management Committee
Meeting
COMMUNITY CORP 20846 INC

8 Committee Decisions since Last Meeting

Item 8.1

Committee Decisions since Last Meeting

Not applicable.

Item 9

Newsletter

Any items for the next notice can be provided to the Maintenance Group for inclusion.

Item 10

Next Meeting & Closure

To be determined.

Owners are able to access & update their personal details through the Whittles Owner Portal online.

To access your account go to www.whittles.com.au and login using either your registered mobile number or email address.

*** Please note that Whittles encourages owners to receive all correspondence and account notices via email, this ensures timely delivery of documents.**

If you have another property that you would like to consider for management by Whittles, please advise your manager so a proposal can be arranged or "request a quote" through the above website.

Queen Victoria Apartments
Monthly Report –August 2024

Notices issued to occupants/others

None

Moving In/out Levy charged

Moved in

Lot 107-Angela-(Tenant)

Lot 709-Julia Mackintosh (New owner)

Moved out

Lot 107-: Josh Nitschke (Tenant)

Lot 709-Sam Chhabria (owner)

Lot 308-Kam Wai Yeang(Tenant)

Water penetration

We have received only one report of water penetration during this winter. Our contractor is scheduled to attend the site this month to address the issue. (Lot 102)

Incomplete work orders

Work	Est date to be completed

Contractors attended during the month of June 24-August -24

Date	Contractor	Work description	Price (ex gst)
01/06/2024	Kone	Installed a new gateway for both lifts (4g network)	
01/06/2024	Kone	Service both lifts as per contract.	
13/06/2024	Kone	Additional Service to both lifts	
18/06/2024	Trojan Fire	Check and test all smoke detectors in the building (Annually)	
25/06/2024	Rapid Response maintenance	Repair fire exit door- adjacent to ground roller door.	
09/07/2024	Kone	Lift on 2 -GOVERNOR SWITCH TRIPPED -2 people were struck inside the lift.	
09/07/2024	Peter Easy Carpet Clean	Clean carpet in level 3 and both lifts.	
17/07/2024	Kone	Service both roller doors as per contract.	
18/07/2024	Trojan Fire	Test & Tag Fire Extinguishers as per contract	
31/07/2024	J.K.Beven	Repair water pipe which was leaking from fire pump fittings.	
06/08/2024	RA & AM Scalzi Electrical Service	Installed a new light fitting in the foyer with the timer	
08/08/2024	Chubb	Maintenance of security fob, battery backup check is conducted annually.	
June-August 24	Trojan Fire	Check and test fire pump every week.	

Contractors Scheduled Maintenance

Contractor	Work Description	Last Visited	Next visit	Cost (exc gst)
Carpet EasyClean	Carpet clean. (Quarterly)	July 2024	Nov 2024	\$850.00
Culby Clean	Car park clean. Ground level & basement (as required)	October 2023	October 2024	\$650.00
Rope Access Multiservice	Clean external windows & balustrade glass (Annually)	Dec 2023	Dec 2024	\$9000.00
Culby Clean	Clean external walls & Breezeway pressure clean. (Dec)	Jan 2024	Dec 2024	\$600.00
Kone	Garage door Servicing. (main) (3 times a year) (Nov,March,July)	July 2024	Nov 2024	\$266.00
Greedy Gecko	General insect treatment. (Annually)	Nov 2023	Nov 2024	\$281.82
Kone	Servicing of lifts. (2 monthly) (3 years contract from 01/06/24)	June 2024	August 2024	\$10,580 per year
Phil Schrapel	Gardner (Sept, April)	Jan 2024	Sept 2024	\$325.00
Fitness Fanatics SA Pty Ltd	Gym Servicing (David Dowd) (Annually)	October 2023	October 2024	\$220.00
J.K.Bevan Plumbing	Backflow Prevention Device Water industry Act 2012 (annually) <i>Location- Fire services pump room ground - floor. (Trojan fire)</i>	08/04/2024	08/04/2025	
J.K.Bevan Plumbing	Replace tempering valve in all apartment. (5 yearly replacement)	13/05/2022	20/02/2027	\$13,625.45
Trojan Fire Services	To check exit lights and emergency lights. (6 monthly in accordance with AS1851)	April 2024	October 2024	

Contractor	Work Description	Last Visited	Next visit	Cost(exc gst)
Trojan Fire Services	Test & Tag Fire Extinguishers. (6 monthly)	July 2024	Dec 2024	
Trojan Fire Services	3/6 yearly overhaul & Hydraulic assessment. (3/6 yearly overhaul & Hydraulic assessment)	Sept 2019	Sept 2025	
Australian Solar care	Solar Panel Inspection and cleaning. (2 yearly maintenance)	October 2023	October 2025	\$550.00
Chubb Security	Maintenance of security fob, battery backup. (annually)	August 2024	August 2025	\$406.28
Trojan Fire Services	Check and test all smoke detectors in the building. (Annually in accordance with AS1851)	June 2024	June 2025	
Hindmarsh Plumbing	Replace 3 carbon filter for sewer pipe on the roof (2 yearly maintenance)	Sept 2022	Sept 2024	\$291.40
Heights Electrical	Test n tag 12 electrical items	October 23	October 2024	\$80.00
Trojan Fire	Check Fire door and fire Compartmentation (annually)	March 2024	March 2025	
Beyond the Building	Safety Report Audit (3 yearly)	May 2021	May 2024	
SA Beams Electrical	Residual Current Devices (RCD) test for all common areas.	April 2022	April 2024	
National Air Conditioning	Servicing of 1 gym and 2 meeting room air conditioners.	September 2023	September 2024	
Mayfair plumbing	Servicing of Storm water pump <i>Purchase on 10/02/23 (2 years warranty & 1 year labour Warranty)</i>	February 2023	February 2025	

Definitions & Interpretation

Backflow prevention device- is a valve or mechanical fitting that only allows water to flow in one direction. The device needs to be tested annually to ensure it is functioning correctly.

Tempering valve- that mixes hot water with cold water to deliver tempered water at a constant temperature throughout the apartment.

QUEEN VICTORIA APARTMENTS MAINTENANCE GROUP REPORT



Members:
John Cheesman
Bikash Nand
Randell.M

MAINTENANCE WORKS PROGRESS SUMMARY – as @ 15th August 2024.

Request for Roof Report

The main roof of the building, now over 23 years old, has reached a critical stage where it requires substantial attention and replacement to ensure the safety and comfort of all residents. Due to significant wear and tear, as well as water intrusion into the apartments, immediate action is necessary to prevent further deterioration and avoid unexpected repair costs.

Learning from the lift replacement experience in 2015, which required additional financial contributions from residents, it is clear that a similar burden for the roof replacement must be avoided. Therefore, proactive planning and budgeting are essential to manage this major maintenance project without placing extra financial strain on the residents.

MG - proposes engaging a professional roofing contractor to conduct a comprehensive assessment of the roof's current condition, estimates its remaining lifespan, and provides a detailed cost analysis for its replacement. This will enable the management committee to allocate the necessary budget in advance, ensuring a smooth and timely roof replacement process and informing all residents during the next Annual General Meeting (AGM).

Intercom System

MG - has evaluated the current intercom system and recommends the following options for consideration:

Option-1

The existing intercom system in each apartment is fully operational, and in good condition, and capable of providing a video feature, allowing residents to see who is calling before granting access. Owners who are interested in this upgrade can engage a QVA contractor to install the video system of their choice and at their own cost. One owner has already taken advantage of this option and successfully upgraded their intercom system.

Option-2

The approved \$70,000 budget for the intercom system upgrade needs to be considered in light of other upcoming major maintenance works. As the existing intercom system is adequate for the present, and video phones can be individually installed by the owners, MG- feels the upgrade should be deferred until a later stage when there is a clear need to proceed with a comprehensive system upgrade.

Option-3

Obtain three additional quotes from other contractors to compare options and proceed with upgrading the intercom system.

SAFETY REPORT REVIEW

160 Fullarton Road
Rose Park SA 5067
Strata Corporation .20846

Inspection Date: Monday, 11 May 2021

Building Inspector: Daniel Minuzzo

Weather Conditions: Fine



11 05 2021

WHITTLES MANAGEMENT SERVICES Pty Ltd
176 Fullarton Road
Dulwich, SA 5065



122 Fullarton Road, Norwood SA 5067
PO Box 125, Stepney SA 5069
T • (08) 8331 9833 | F • (08) 8331 9811
www.beyondthebuilding.com.au
ABN 79 136 303 000

Attention: Mark Sorgini

Re: Safety Report – 160 Fullarton Road, Rose Park SA 5067
WORK ORDER: A699798

Thank you for your instructions to provide a Safety and Compliance Report on the above mentioned property. New building regulations have been set down for all commercial, industrial and public buildings which require property owners to commission on any such assets held, regardless of their age an Annual Essential Safety Measures Report (AESMR) in order to provide evidence that their buildings are being managed appropriately.

Beyond The Building is able to offer building owners and managers a range of services which will help meet their essential safety maintenance obligations required by current legislation.

In tabling this report we would confirm that all Report Assessments are in compliance with Work Health & Safety Act 2012 and Work Health Regulation 2012 as specified with the Report Disclaimer attached to the rear of this report. Further we would also confirm that all services provided by Beyond the Building are supplied on the basis of and subject to our Supply Terms and Conditions also outlined within the Report Disclaimer.

This Report is provided with the intention of assisting the Body Corporate to identify safety and property condition issues which are relevant to people both enjoying and or working on the common property. We trust therefore you will find the content and extent of this report both comprehensive and informative. Should you have any questions or wish to discuss any aspects of the report, please do not hesitate to contact either of the undersigned.

Yours sincerely,

DANIEL MINUZZO
CEO of Beyond the Building
M • 0411 115 705
E • admin@beyondthebuilding.com.au

EXECUTIVE REPORT SUMMARY

In accordance with **Work Order: A699798** issued by **Mark Sorgini of Whittles Management on the 19/04/2021**, Beyond the Building has carried out an inspection of the property located at 160 Fullarton Road, Rose Park (**Strata Corp .20846**). This report will identify the safety measures and their locations from the Safety & Compliance Schedule attached.

Essential Safety Measures Manuals which can be prepared by using this report include:

- Owner details
- Building details
- Safety Equipment List
- Maintenance Contractor Details
- Inspection Standards and Frequencies Schedule
- Inspection Records for 12 months
- A pre-prepared Annual Safety Report

Contractors and inspectors are then assigned to carry out the maintenance and testing of each safety item identified to conform with the BCA requirements as applicable for this property.

We have also included within this report our comments on any safety measures in need of urgent repair or attendance.

RISK IDENTIFIED IN THIS REPORT	
Low	11
Medium	3
High	4

SAFETY REPORT REVIEW

160 Fullarton Road
Rose Park SA 5067
Strata Corporation .20846

Inspection Date: Monday, 11 May 2021
Building Inspector: Daniel Minuzzo
Weather Conditions: Fine

Photo	Location & Item Description
	Operable Window Where floor level is above 2m from the surface beneath and where openings are less than 1.7m above cannot open more than 125mm MG Comments MG recommends constraints be installed on windows to Levels 5, 6 & 7 to prevent opening wider than 125mm (Completed)
Recommended Scope of Work to Rectify	Regulation Code
Action Required: Installation of window stay/restrictor or permanently screw closed window Risk Rating: Med ☒ Soon As Possible ☐ Monitor & Report at next Update Inspection ☐ No Action Required	WHS Reg. 2012 BCA Vol. 1 DPI, DP2

Photo	Location & Item Description
	Apartment/Corridor Entry Doorways Step riser not considered readily discernible and is considered a personal trip hazard. MG Comments For personal safety contrasting safety nosing needs to be installed to Apartments 307, 308, 309, 310 & 311. (Completed)
Recommended Scope of Work to Rectify	Regulation Code
Action Required: Installation of contrasting in colour step nosing Risk Rating: Low ☒ Soon As Possible ☐ Monitor & Report at next Update Inspection ☐ No Action Required	WHS Reg. 2012 BCA Vol. 1 DPI, DP2

Photo	Location & Item Description
	Electrical Switchboard Rooms Various Levels Personal possessions are considered a personal impact/trip hazard MG Comments Location: Level 3. An alternative location is being sourced. (The area has been tidied up and tiles are still stored in that room)
Recommended Scope of Work to Rectify	Regulation Code
Action Required: Remove obstructions Risk Rating: low ☒ Soon As Possible ☐ Monitor & Report at next Update Inspection ☐ No Action Required	WHS Reg. 2012 BCA Vol. 1 DPI, DP2

Photo	Location & Item Description
	Switchboard and Telecommunication Rooms. Indication lack of fire sealing to services penetration in floors and ceilings area which would effect fire compartment of the building MG Comments Quotation for work has been received from Trojan Fire. The cost to replace all damage seals and complete all compartmentation work in level 3,4,5 & 6 is \$4,080.00 Completed
Recommended Scope of Work to Rectify	Regulation Code
Action Required: Fire seal all penetrations where required engage certifier to confirm all requirements Risk Rating: High ☒ Soon As Possible ☐ Monitor & Report at next Update Inspection ☐ No Action Required	WHS Reg. 2012 BCA Vol. 1 DPI, DP2

Photo	Location & Item Description
	Doors to fire stairwells Non installation of fire seals to stairwell doors MG Comments Rectification cost is included in the preceding Trojan Fire quotation. Completed
Recommended Scope of Work to Rectify	Regulation Code
Action Required: Installation of fire seals to door frames. Engage certifier to inspection all fire rated doorways to make sure they comply with fire requirements and standards Risk Rating: High ☒ Soon As Possible ☐ Monitor & Report at next Update Inspection ☐ No Action Required	WHS Reg. 2012 BCA Vol. 1 DPI, DP2

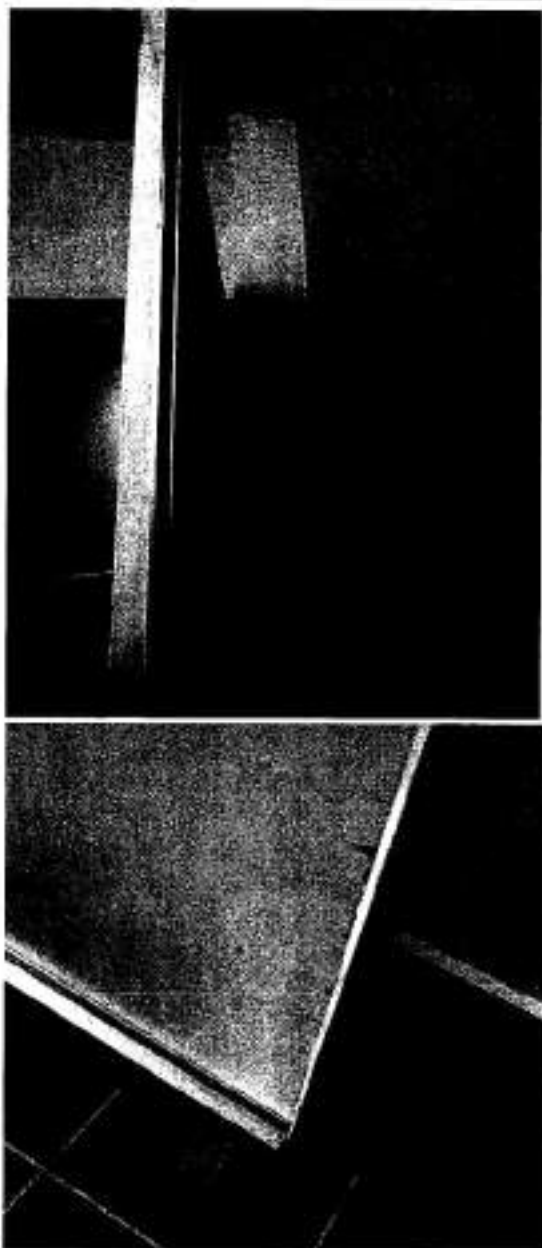
Photo	Location & Item Description
	Corridor Fire Doors (Level 1) Hold open device removed for fire doorway and door wedged open MG Comments These are manually operated smoke doors that in event of fire have to be closed by MFS. No action needed.
Recommended Scope of Work to Rectify	Regulation Code
Action Required: Reinstallation of hold open device to fire door Risk Rating: High ☒ Soon As Possible ☐ Monitor & Report at next Update Inspection ☐ No Action Required	WHS Reg. 2012 BCA Vol. 1 DPI, DP2

Photo	Location & Item Description
	211 Storeroom on Level 2 Entry to storeroom blocked by fire doorway in hold open position MG Comments No action needed.
Recommended Scope of Work to Rectify	Regulation Code
Action Required: Suggest door remains in closed position when storage room is in use. Risk Rating: low ☐ Soon As Possible ☒ Monitor & Report at next Update Inspection ☐ No Action Required	WHS Reg. 2012 BCA Vol. 1 DPI, DP2

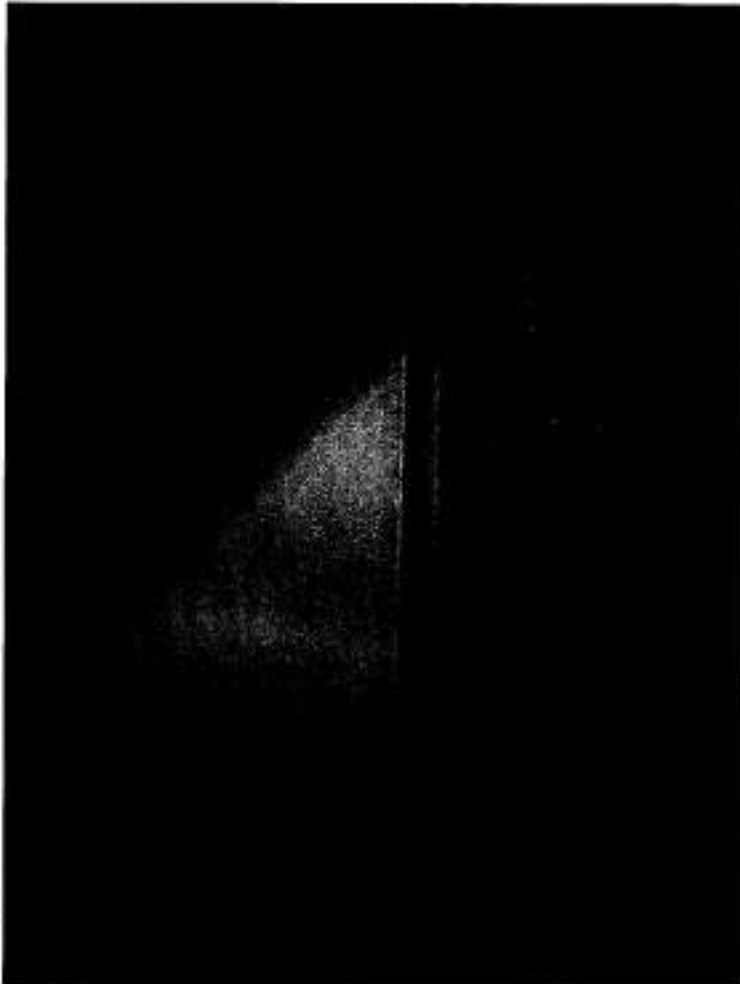
Photo	Location & Item Description
	Telecommunication tower Rooms Inspection suggests doors are not fire rated considering the use of active equipment within this room MG Comments The smoke detectors within rooms are directly connected to the MFS. If the doors are upgraded to two hour fire-rating then logically the walls and ceilings will also have to be upgraded to bring the rooms to full fire compliance. This would be a very costly exercise. (Not completed)
Recommended Scope of Work to Rectify	Regulation Code
Action Required: Engage certifier to check fire rating requirements of this room to ensure the correct installation of safety provisions and protection. Risk Rating: Med ☒ Soon As Possible ☐ Monitor & Report at next Update Inspection ☐ No Action Required	WHS Reg. 2012 BCA Vol. 1 DPI, DP2

Photo	Location & Item Description
	Stairwell As inspected the existing balustrades measures approximately 1000mm above the floor level. Margins between sections measure approximately 175mm. As viewed from ground level the existing balustrades appear to not fully comply with the current BCA. Minimum height of balustrade 1000mm and spacing's between elements 125mm max. Horizontal elements between 150mm & 750mm above the floor must not facilitate climbing MG Comments All stairways inspected are the original that were passed by the authorities at the time of construction and therefore complied with the Building Codes of that time. No changes have been made to the stairways. So we see no reason to change the balustrading.
Recommended Scope of Work to Rectify	Regulation Code
Action Required: Advice only as per Safety Inspection Requirements. Current BCA requirements are not retrospective unless balustrade is replaced or substantially refurbished. Risk Rating: low ☐ Soon As Possible ☒ Monitor & Report at next Update Inspection ☐ No Action Required	WHS Reg. 2012 BCA Vol. 1 DPI, DP2

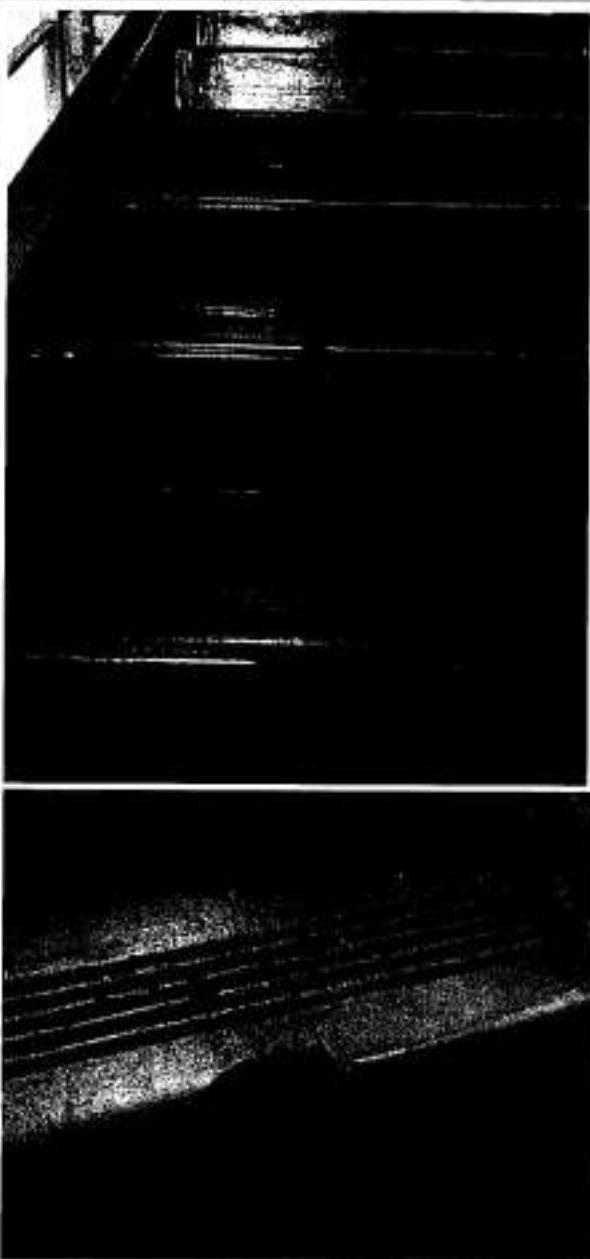
Photo	Location & Item Description
	Stairwells Chipped and damaged concrete treads could be potentially a personal trip hazard. MG Comments Rapid Response Maintenance will be engaged to repair these. Completed
Recommended Scope of Work to Rectify	Regulation Code
Action Required: Patch and repair concrete surface or installation of step nosings Risk Rating: Low ☒ Soon As Possible ☐ Monitor & Report at next Update Inspection ☐ No Action Required	WHS Reg. 2012 BCA Vol. 1 DPI, DP2

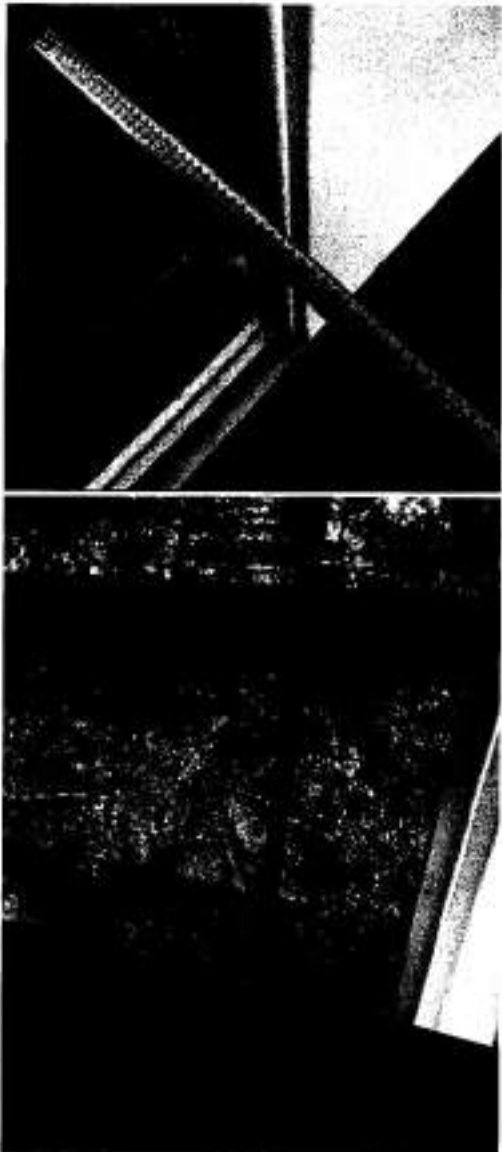
Photo	Location & Item Description
	Stairwell Window BCA Minimum requirements for height of balustrade are 1000mm from floor level, spacing's between elements 125mm max and no horizontal elements between 150mm & 750mm above the floor which must not facilitate climbing. As inspected currently margins between elements where measured are greater than 125mm gap therefore does not comply. MG Comments All stairways inspected are the original that were passed by the authorities at the time of construction and therefore complied with the Building Codes of that time. No changes have been made to the stairways. So we see no reason to change the balustrading. (not completed)
Recommended Scope of Work to Rectify	Regulation Code
Action Required: Advice only as per Safety Inspection Requirements. Current BCA requirements are not retrospective unless balustrade is replaced or substantially refurbished. Risk Rating: Low ☒ Soon As Possible ☐ Monitor & Report at next Update Inspection ☐ No Action Required	WHS Reg. 2012 BCA Vol. 1 DPI, DP2

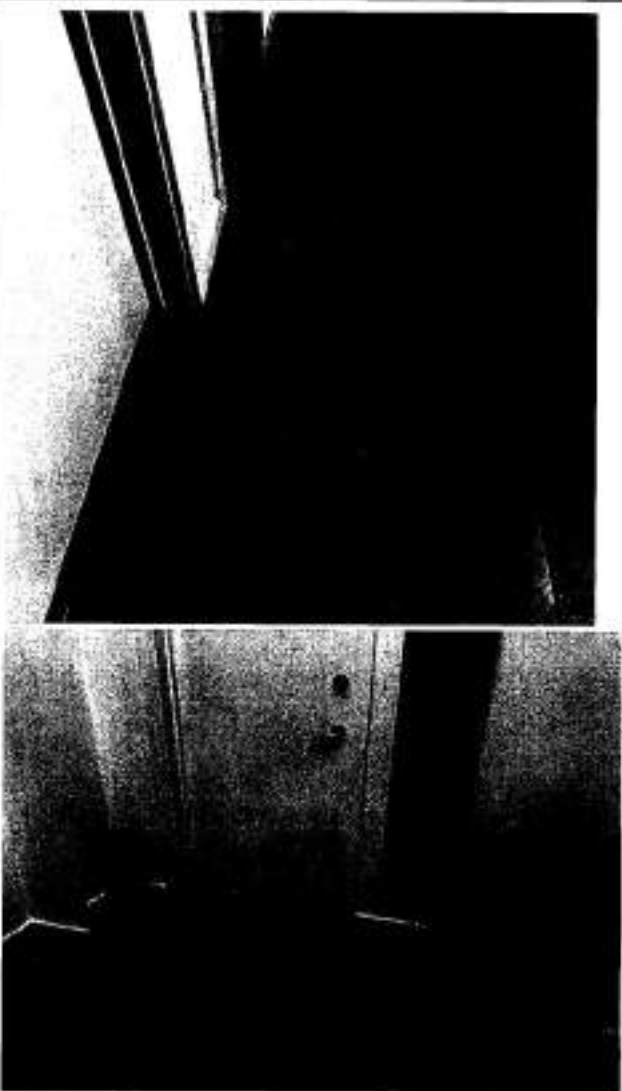
Photo	Location & Item Description
	Corridors Door mats and personal possessions are considered a personal impact/trip hazard. MG Comments Mats: no comment. Apt 311: the owner should be advised to remove the items as the Safety Inspector advises they are personal possessions and considered a personal impact/trip hazard. (Not completed)
Recommended Scope of Work to Rectify	Regulation Code
Action Required: Maintain clear path of travel to common pathways Risk Rating: Low ☒ Soon As Possible ☐ Monitor & Report at next Update Inspection ☐ No Action Required	WHS Reg. 2012 BCA Vol. 1 DPI, DP2

Photo	Location & Item Description
	Middle Stairwell As inspected the existing balustrades measures approximately 900mm above the floor level. Margins between sections measure approximately 170mm. As viewed from ground level the existing balustrades appear to not fully comply with the current BCA. Minimum height of balustrade 1000mm and spacing's between elements 125mm max. Horizontal elements between 150mm & 750mm above the floor must not facilitate MG Comments All stairways inspected are the original that were passed by the authorities at the time of construction and therefore complied with the Building Codes of that time. No changes have been made to the stairways. So we see no reason to change the balustrading. (not completed)
Recommended Scope of Work to Rectify	Regulation Code
Action Required: Advice only as per Safety Inspection Requirements. Current BCA requirements are not retrospective unless balustrade is replaced or substantially refurbished. Risk Rating: low ☐ Soon As Possible ☒ Monitor & Report at next Update Inspection ☐ No Action Required	WHS Reg. 2012 BCA Vol. 1 DPI, DP2

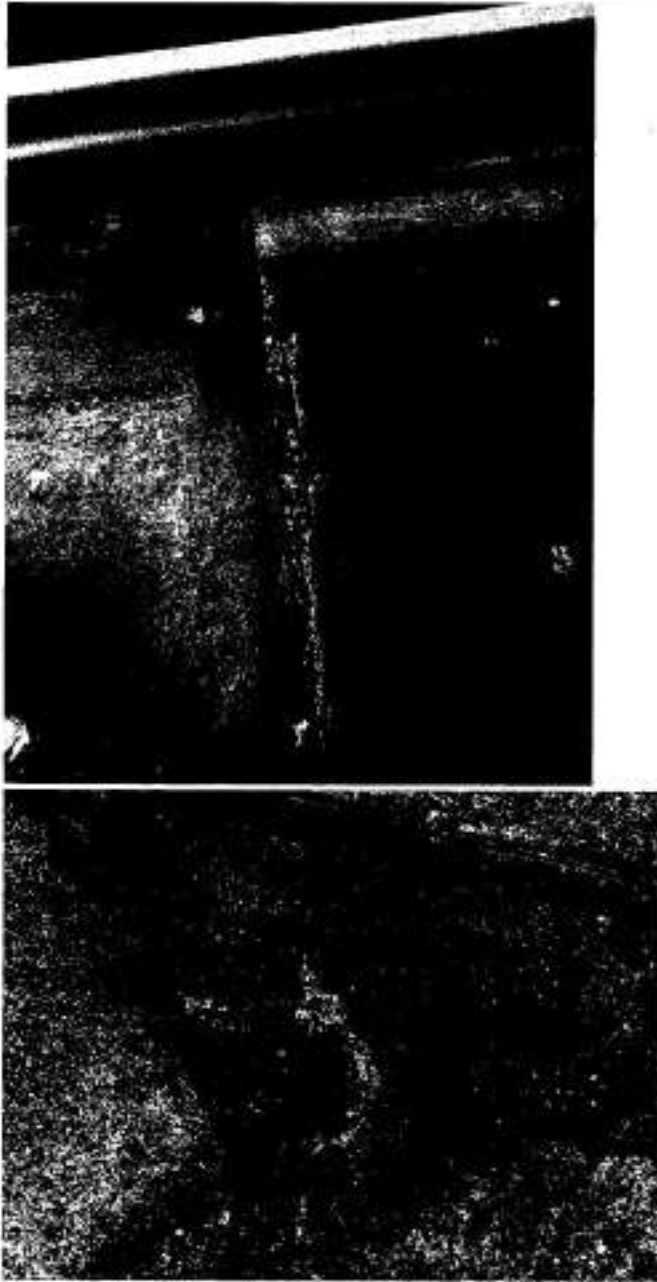
Photo	Location & Item Description
	Curved ramp leading to underground carpark Deterioration of concrete surface represents a moderate tripping hazard. MG Comments Rapid Response Maintenance will be engaged to repair these. (completed)
Recommended Scope of Work to Rectify	Regulation Code
Action Required: Patch and repair Risk Rating: Low ☒ Soon As Possible ☐ Monitor & Report at next Update Inspection ☐ No Action Required	WHS Reg. 2012 BCA Vol. 1 DPI, DP2

Photo	Location & Item Description
	Doorway to External Concrete and Steel Staircase. (Access to Lower Car Park Area) Step between tile and concrete surfaces not considered readily discernible and are considered a personal trip hazard. MG Comments Level 1 and 2 Fire Escape Doorways: Rapid Response Maintenance will be engaged to repair these with safety nosings. (Completed)
Recommended Scope of Work to Rectify	Regulation Code
Action Required: Highlight leading edges with contrasting paint or installation of threshold strip Risk Rating: Low ☒ Soon As Possible ☐ Monitor & Report at next Update Inspection ☐ No Action Required	WHS Reg. 2012 BCA Vol. 1 DPI, DP2

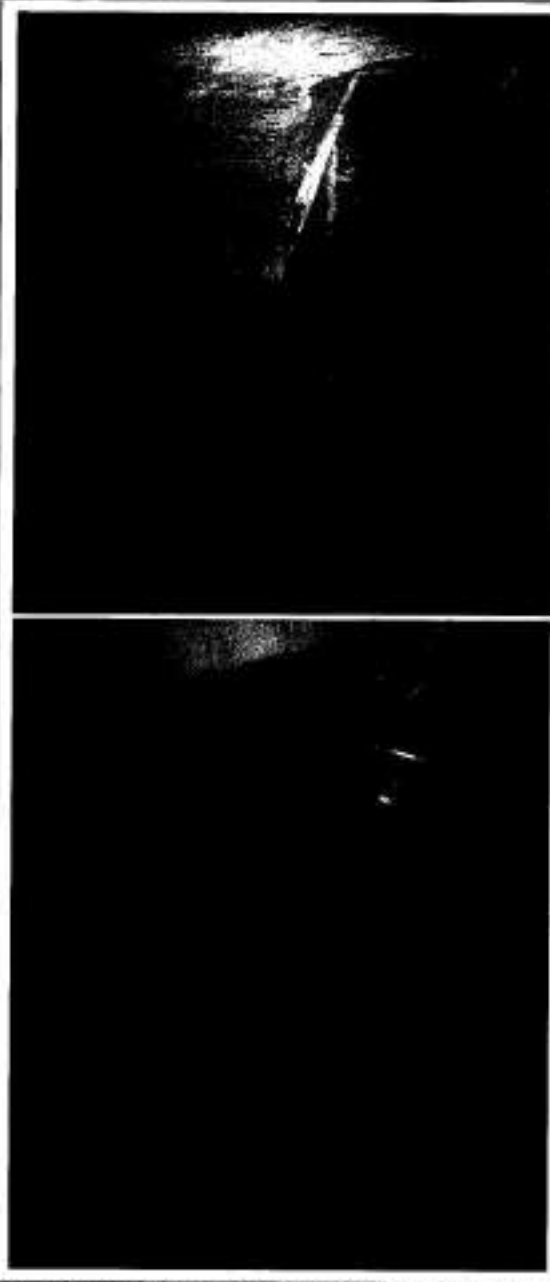
Photo	Location & Item Description
	Carpark Uneven concrete floor represents a moderate tipping hazard MG Comments Repainting the yellow lines to define the area is all that is recommended. Resurfacing the large area of concrete floor would be a very costly exercise and would only be considered if the structural stability of the floor was in question (completed)
Recommended Scope of Work to Rectify	Regulation Code
Action Required: Continuation of floor repairs Risk Rating: Med ☒ Soon As Possible ☐ Monitor & Report at next Update Inspection ☐ No Action Required	WHS Reg. 2012 BCA Vol. 1 DPI, DP2

Photo	Location & Item Description
	Storm-water Covers Located at Rear Laneway and Front Driveway On Fullarton Road Exposed grating are considered a personal heel trip hazard. MG Comments Only the rear lane is QVA responsibility. Yellow lines around the grate are recommended. A depression in the bitumen in the laneway is being monitored for future repair.
Recommended Scope of Work to Rectify	Regulation Code
Action Required: Highlight surrounds with contrasting paint. Risk Rating: Low ☒ Soon As Possible ☐ Monitor & Report at next Update Inspection ☐ No Action Required	WHS Reg. 2012 BCA Vol. 1 DPI, DP2

BEYOND THE BUILDING (BTB) REQUIREMENT FOR WORKPLACE HEALTH AND SAFETY INSPECTION

It is a requirement of the Work Health and Safety Act 2012 and Work Health Regulation 2012 that control measures be put in to force to minimise the risks to injury of workers, self-employed persons and members of the public and further that these control measures be monitored for effectiveness on a regular basis. In order for the Body Corporate to meet this requirement, a safety inspection and report should be undertaken and completed on no less than an annual basis. For smaller, residential strata schemes, we recommend that Safety Inspection Updates are carried out annually, but certainly no less frequently than every two (2) years. Our recommendation is based upon recognising the need of each Owner, as a person who has control of a workplace, including the means of access to, or egress from that workplace, or plant or a substance at a workplace, to minimise the risk of injury to persons coming onto that workplace.

The purpose of our report is to assist the Body Corporate in identifying both changes to the property which may create new risks or modify existing risks, and the regular amendments to the legislative and non-legislative requirements we have identified as being relevant including sections of Workplace Health and Safety and Electrical Safety legislation and Codes of Practice relevant Building Codes Australian Standards, Industry Guidelines, and trends which are designed to provide a "Best Practice" approach to the Risk Management process.

Our cost estimates and quantities provided are not a fixed quotation for the works, there are merely an estimate of likely costs that could arise from the work being undertaken and are based on the experience and expertise of Beyond the Building. The cost estimates are not guaranteed, they are not a fixed quotation to carry out the works, and do not allow for rise & fall of industry costs or inflation, and the client is responsible for checking errors and omissions therein.

NATURE OF INSPECTION

The inspection on which these reports are based involves the subjective appraisal of the building and property by an Experienced Officer of Beyond the Building (BTB). This inspection does not involve a wholly objective application of prescribed appraisal techniques. Except where otherwise noted, this inspection did not involve the objective testing items or areas to determine risk levels or objectively determinable qualities inherent to those items. The specific references made below to the testing of glass, balustrades and floor surfaces in this regard are by way of example only, and are not an exclusive list of items and areas not objectively tested.

BUILDING CONDITION & COMPLIANCE

These reports are based on the state of the building's common areas at the time of inspection. Changes will occur to the state of the building over time, and we recommend regular updates to incorporate these changes and ensure the ongoing accuracy of the Safety Report. If any major changes occur between updates, we suggest that both reports be updated **immediately** to incorporate the changes. We have not made any assessment as to the structural adequacy of any of the elements of the complex, as such a qualified structural engineer must carry out an assessment. We have relied upon the fact that the relevant local authority has, determined that the complex as constructed has met with all local and statutory building regulations and relevant building standards, by declaring the complex to be fit for habitation.

BUILDING USAGE

These reports are based on the state of the building's common areas at the time of inspection. Changes will occur to the state of the building over time, and we recommend regular updates to incorporate these changes and ensure the ongoing accuracy of the Safety Report. If any major changes occur between updates, we suggest that both reports be updated **immediately** to incorporate the changes. We have not made any assessment as to the structural adequacy of any of the elements of the complex, as such a qualified structural engineer must carry out an assessment.

We have relied upon the fact that the relevant local authority has, determined that the complex as constructed has met with all local and statutory building regulations and relevant building standards, by declaring the complex to be fit for habitation.

LIMITATIONS GENERALLY

This report is subject to limitations which may restrict the full achievement of the purpose of the inspection. The limitations listed below are those expected to be present, or that may occur where an unexpected limitation occurs.

ACCESS LIMITATIONS

The inspector has inspected accessible areas included in the scope of inspection. The inspector did not enter or inspect areas where safe unobstructed access was not available. The extent of accessible areas, as defined by the presence of safe and reasonable access, has been determined by the inspector, based on the conditions encountered at the time of inspection. Elevated areas were not deemed to be an accessible area unless it was within the scope of the inspection and safe and reasonable access appropriate for the method of inspection was available. Areas where entry was denied to the inspector are not considered to be accessible areas. Where detailed

plans of the property have not been provided, the inspector may assume certain areas and elements to lie on the common property, or within private lots. In such cases, this report may not include some items /issues relating to these parts of the common property.

If, in the opinion of the inspector, restrictions on access have compromised satisfaction of the purpose of the inspection, a recommendation may be made as to the necessity to gain access to allow further inspection.

INSPECTION CONDUCTED UNDER PREVAILING CONDITIONS

The safety inspection was conducted under the prevailing conditions at the time of the inspection, including but not limited to lighting and weather conditions. The safety of the property under conditions other than those prevailing at the time of inspection could not be directly assessed. This report deals only with those risks which could be directly assessed, and so may not identify all risks to health and safety on the common property under all conditions.

The Body Corporate should regularly monitor the common property for risks under differing conditions and take appropriate action to eliminate or control any additional risks identified.

UPDATES

This report has been prepared using the best available data at the time of inspection and preparation. It is a requirement that Safety inspections to identify, review and assess risks be undertaken on a regular basis. To ensure that the Body Corporate possesses the most accurate and up-to-date information regarding risks and hazards on the common property, we recommend that this report be updated annually.

LIGHTING

It should be noted that this inspection was done during daylight hours and therefore the adequacy of lighting in darkness could not be directly assessed.

FIRE FIGHTING EQUIPMENT AND STATURORY REQUIREMENTS

This report does not deal with issues relating to Fire Safety, including the installation or maintenance of fire-fighting equipment, or the adequacy of any fire and evacuation plan or emergency response procedures, such as are required under the Building Code of Australia. We have not examined the fire safety requirements for the building and make no comment as to the adequacy of the measures found in the complex. If the Body Corporate wishes to ascertain its position with respect to fire safety compliance, BTB will engage a professional organisation to conduct a Fire Safety Report.

FALLS FROM HEIGHTS

Where work at heights is contemplated the contractor and the Body Corporate have specific obligations

essentially the contractor must show they are competent, licensed and that their equipment is safe. The Body Corporate must ensure that at least one of the following measures is in use when falls are possible and where these measures are of a permanent nature ie anchorage points and railings that are properly maintained.

- i. A stable and securely fenced work platform (such as scaffolding or other form of portable work platform), or
- ii. If compliance with (i) is not reasonably practicable- secure perimeter screens, fencing, handrails or other forms of physical barriers that are capable of preventing the fall of a person, or
- iii. If compliance with (ii) is not reasonably practicable – other forms of physical restraints that are capable of arresting the fall of a person from a height of more than 2 metres,
- iv. Provision of a safe means of movement between different levels at the place of work.

GLASS

This report only addresses glass requiring obvious replacement; it does not cover the Building Code, Australian Standards and safety requirements of glass installed in the common property.

BALLUSTRADES

Wherever balcony balustrade and or any other balustrades are installed, please be advised that a detailed inspection of balcony railings and all balustrades was not carried out as part of this report. Where balcony balustrades are present our Inspector will visually inspect 2 typical Balconies only during the initial inspection and only advise if the balustrades on these two balconies meets the Building Code of Australia (BCA) height measurement standards and that the spaces between railings also comply to the BCA, where applicable.

FLOOR SURFACES

The assessment of slipperiness of flooring is qualitative (based on actual experience) It is not possible to provide a quantitative (measurable) assessment of the flooring without carrying tests using a friction or pendulum tester and therefore we cannot state if the flooring meets the requirements of AS/NZS 4663.2004. The Body Corporate may examine a sample of the flooring and request the manufacturer to provide evidence as to meeting the above standard or order a slip resistance test from a third party undertaken by a friction or pendulum tester. If complaints have been received as to the slipperiness of flooring or near misses have been

reported then we recommend that an anti-slip treatment be applied to the flooring as soon as possible.

PURPOSE AND SCOPE OF SAFETY INSPECTION AND REPORT

This Safety Report is deals with the obligations of the Person in Control of a Relevant Workplace Area and Employers under the Work Health and Safety Act 2012 and Work Health Regulation 2012 relating to the Common Property only. We understand that the Body Corporate may have obligations at common law or under other legislation, but our report does not cover such matters. The recommendations above and this report in no way supplant the Body Corporate's duty to minimise exposures that have the potential to cause property damage and/or injury. BTB does not carry out an audit in compliance with the relevant safety legislation as this includes the incorporation of manual handling, job task analysis, training, air space and lighting measurements, asbestos analysis, chemical management, a safety management system and policies and The purpose of this report is to assist the Body Corporate in identifying and eliminating, controlling, managing, or minimising risks associated with site-specific physical hazards on the Common Property, and does not ensure compliance with the Act or associated regulations. The inspection upon which this report is based covered only areas readily accessible by foot to BTB at the time of inspection. BTB does not warrant that the entire Common Property was inspected, however can be contacted to clarify which areas were inspected.

OPERATIONAL COVERAGE

If is a condition of providing this report that BTB may sub-contract the preparation of this report and the handling of technical enquiries to a third party at BTB absolute discretion. In any such case, BTB continues to guarantee the quality of the report and all subsequent services.

SERVICE TERMS AND CONDITIONS

All services provided by BTB are supplied on the basis of our Terms and Conditions which are available from BTB - does not accept any responsibility for property damage and/or bodily injury whatsoever. To ensure its contextual integrity, the report must be read in its entirety and should not be copied, distributed or referred to in part only. Note this report is confidential.

SECTION 3

SAFETY REPORT UPDATE SCHEDULE

SAFETY REPORT UPDATE RECOMMENDATION

It is a requirement under the Work Health and Safety Act 2012 and its associated regulations that control measures be put in place to minimise the risks of injury to workers, self-employed persons and members of the public and further that these

control measures be monitored for effectiveness on a regular basis. We strongly recommend that this Report be updated on an annual basis. Our recommendation is based upon recognising the needs of each Owner, as a person who has control of a workplace, including the means of access to, or egress from that workplace, or plant or a substance at a workplace, to minimise the risk of injury to persons coming onto that workplace.

The purpose of updating this report is to assist the Body Corporate in identifying:

- Changes to the property which may create new risks;
- Changes to the property which may modify existing risks;
- The effectiveness of control measures implemented to control previously-identified risks; and
- The regular amendments to the legislative and non-legislative requirements we have identified as being relevant, including sections of Workplace Health and Safety and Electrical Safety legislation and Codes of Practice, relevant Building Codes, Australian Standards, Industry Guidelines, and trends which are designed to provide a "Best Practice" approach to the Risk Management process.

SCHEDULE FOR SAFETY REPORT UPDATES

The table below sets out a schedule for updating this safety report. It is important that the Body Corporate receive updated reports every 12 months, and as such reports should be ordered sufficiently far in advance to allow delivery within this timeframe. We recommend allowing at least five weeks for the delivery of reports under ordinary circumstances.

DATE OF REPEATED SAFETY/OTHER DETAILS
April 2019 Michael Feeney admin@beyondthebuilding.com.au
May 2021 Daniel Minuzzo admin@beyondthebuilding.com.au
June 2022

COMMUNITY CORPORATION 20846 INCORPORATED
At 160 FULLARTON ROAD, ROSE PARK 5067

Page 1

The following is a summary of policy decisions, special and unanimous resolutions resolved by the Community Corporation.

The relevant minutes should be consulted for precise wording of the resolutions.

Date of Meeting	Details
-----------------	---------

24/04/01 Inaugural General Meeting

Parking

The Chairperson advised that the Community Plan lodged with the Land Titles Office requires amendment to note:

- (1) that apartment 302 includes the parking subsidiary presently numbered ground floor 601; and
- (2) car park subsidiary presently numbered ground floor 210 and car park subsidiary numbered 90 are to be reversed.

Heritage

The Chairperson advised that from time to time the owner or occupier of Lot 8 being the land on which is located the Queens Home will require to undertake maintenance works to the eastern boundary wall of the Lot which adjoins the driveway to the basement of Queen Victoria Apartments and such maintenance works will require access to the common property.

It was agreed that the Community Corporation will provide such access as and when required.

Gymnasium Access

The Chairperson advised that it is appropriate that any resident of Lot 8 be granted access and use of the gymnasium.

It was agreed that the Community Corporation will provide access and use of the gymnasium to any person resident on Lot 8. A fee as determined by the Community Corporation Management Committee will be payable for the use of this facility by residents of Lot 8.

Leases of the Telecommunications Towers

The Chairperson advised that the Community Corporation is required to enter into leases for the areas occupied on the building roof by telecommunication groups Optus, Lucent Technologies and AAPT upon the terms and conditions negotiated and agreed by Queen Victoria Apartments Pty Ltd. The rental income from the telecommunications leases is for the benefit of the Community Corporation only.

It is agreed that the Community Corporation will enter into the leases on the terms and conditions negotiated by Queen Victoria Apartments Pty Ltd.

Window Cleaning

The Chairperson advised that each resident is responsible for cleaning the external balcony windows to their apartment. All other external windows will be cleaned twice annually.

Appointment of Caretaker

The Chairperson advised that Mr David Weber has been appointed as the Caretaker of Queen Victoria Apartments effective from Monday, 23rd April 2001.

COMMUNITY CORPORATION 20846 INCORPORATED
At 160 FULLARTON ROAD, ROSE PARK 5067

Page 2

The relevant minutes should be consulted for precise wording of the resolutions.

Date of Meeting	Details
-----------------	---------

24/04/01 (contu'd)	<u>Enclosure of Basement/Ground Floor Car Parking Spaces and Store Areas</u> Lot holders may enclose their basement/ground floor car parking spaces and store areas provided that:
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- The enclosure is constructed of Hardiflex or similar like material and is painted to match the existing colour scheme.
- All work is carried out in a tradesperson like manner.
- A written application specifying materials and construction methods must be submitted to the Community Corporation Management Committee for final approval.

Installation of External Awnings/Blinds

The Community Corporation Management Committee is authorized to approve the installation of external awnings/blinds. A written application specifying materials, colour and quality of design and structure must be submitted to the Corporation's Management Committee for approval to be granted.

All costs arising from and incidental to such consent be met by the Lot holder.

Maintenance Supervisor

The Community Manager advised that Whittles has a building contracts supervisor to oversee maintenance work performed by contractors engaged by Whittles for its client corporations.

In order to fund this appointment contractors entering into an agreement with Whittles will pay a management fee of up to 5% of the invoiced amount for any works performed.

Delegated Authority

It was agreed that the Corporation hereby delegates to:

1. The General Manager of Whittles Strata & Community Corporation Managers or his nominee the power to execute under seal (and for that officer to countersign such seal on behalf of the Corporation), any certificate required from time to time to be given under Section 139 of the Community Titles Act, 1996;
2. That officer the power to jointly execute with any one of the appointed officers of the Corporation, such documents as are authorised to be executed under seal pursuant to a resolution of the Corporation or of its Committee acting within its powers.

1/05/01	<u>Management Committee Approvals</u>
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Lot 701 – Installation of External Blinds

Approval granted to the owner of Lot 701 to install "Helio Screen" type external blinds at the lot.

COMMUNITY CORPORATION 20846 INCORPORATED
At 160 FULLARTON ROAD, ROSE PARK 5067

Page 3

The relevant minutes should be consulted for precise wording of the resolutions.

Date of Meeting	Details
1/05/01 (contu'd)	<u>Lot 701 – Enclosure of Basement Subsidiary Car Park</u> Approval granted to the owner of Lot 701 to enclose the basement lot subsidiary car park. This approval is conditional upon the enclosure being constructed in accordance with the Corporation's policy decision of 24th April 2001.
26/09/01	<u>Lot 210 – Installation of External Blinds</u> Approval granted to the owners of lot 210 to install an external blind at the lot.
23/04/02	<u>Lots 201, 202 and 205- Approval to Erect Verandah Extension on Balcony Subsidiary</u> Approval granted to owners of the above lots to erect a verandah extension on the balcony subsidiaries as designed by Katnich Dodd Architects and as approved by Council.
24/04/02	<u>Annual General Meeting</u> <u>Maintenance Supervisor</u> Confirmed.
7/08/02	<u>Management Committee Approvals</u> <u>Lot 709 – Enclosure of Basement Subsidiary Car Park</u> Approval granted to the owner of lot 709 to enclose the basement lot subsidiary car park. This approval is conditional upon the enclosure being constructed in accordance with the Corporation's policy of 24th April 2001.
28/05/03	<u>Annual General Meeting</u> <u>Aluminium Roller Shutters</u> • The Corporation policy decision of 24th April 2001 remain unchanged. • Previous Management Committee decisions declining approval to install roller shutters stands. • The owner of lot 501 remove the roller shutters installed on the western façade windows of the apartment. • That external metal roller shutters on windows are not permitted. <u>Maintenance Supervisor</u> Confirmed.
12/05/04	<u>Apartments 201 and 202 – Approval to Extend Dividing Balcony Wall</u> Approval granted to the owners of apartments 201 and 202 to extend the dividing wall that separated the balconies of the two apartments subject to the following: ➤ All associated costs to be borne by the two apartment owners. ➤ No objection by other owners of apartments situated on the north face level 2 of the building.
4/05/05	No resolutions recorded.
10/05/06	No resolutions recorded.

Community Corporation 020846 Inc.
At 160 FULLARTON ROAD, ROSE PARK

Page 4

The following is a summary of policy decisions, special and unanimous resolutions resolved by the Corporation.

The relevant minutes should be consulted for precise wording of the resolutions.

Date of Meeting	Details of Resolution
07/05/08	<u>Security System:</u> Permission granted to Management Committee to spend up to a maximum of \$30,000 to replace the building security system when the current system is at risk.
06/05/09	No Resolutions Recorded
05/05/10	<u>Individual Air Conditioning In Apartments:</u> It was agreed that any cost to remove and replace the ceiling to gain access to air conditioning components in apartments will not be a Corporation responsibility.
20/04/11	No Resolutions Recorded
30/09/11	<u>Moving Levy:</u> A moving levy of \$250 be imposed in relation to any newly occupying owner or tenant (Lessee) moving furniture and other possessions into or, on vacating, moving furniture and other possessions out of a QV apartment. The owner will be responsible for the payment of such levy which will be added to the quarterly strata fee.
09/05/12	No Resolutions Recorded
22/05/13	No Resolutions Recorded
21/05/14	No Resolutions Recorded
26/05/15	No Resolutions Recorded
07/10/15 (EGM)	<u>Purpose of Meeting</u> At the Extraordinary General Meeting held on Wednesday 16 September 2015, the Corporation resolved to commission the complete replacement of the two (2) QVA lifts as a single work operation and to appoint Otis Elevator Company Pty Ltd to supply and install the new lifts for the sum of \$556,050 (including GST) in accordance with contract terms approved by the Management Committee, subject to a satisfactory legal review of the contract documentation being received. The motion authorising the Corporation to commit an amount of \$565,000 (including GST) to fund the replacement works was defeated. The Management Committee has called another Extraordinary General Meeting in order to seek approval to raise funds and proceed with lift replacement. (continue next page..)

Community Corporation 020846 Inc.
At 160 FULLARTON ROAD, ROSE PARK

Page 5

The following is a summary of policy decisions, special and unanimous resolutions resolved by the Corporation.

The relevant minutes should be consulted for precise wording of the resolutions.

<u>Date of Meeting</u>	<u>Details of Resolution</u>
07/10/15 (EGM)	<u>Resolution - Authorising Expenditure (continue..)</u> That this meeting agrees and authorises the Management Committee to commit an amount of \$565,000 (including GST) under the single funding option applying to all Lot Owners for the payment of the lift replacement; with that funding option being to use: - \$100,000 of the Sinking Fund and - to levy \$465,000 upon Owners, in accordance with their lot entitlement (LEV), payable in 4 equal quarterly payments. (requires a unanimous decision) Moved: R Gurr Seconded: C Halbert The Presiding Officer did not announce a result and advised those present that he invoked 'Roberts Rules of Order - Chapter 5' on Voting and did not declare a result. The meeting was adjourned and members of the Management Committee were convened. The Management Committee clarified with a Lot holder their vote, and the Lot holder subsequently confirmed in writing their acceptance of the motion. The Presiding Officer declared the motion passed at 9.13am on 8 October 2015 and subsequently closed the meeting. YES - 55 / NO - 0 / ABSTAIN - 3
19/04/16	No Resolutions Recorded
03/05/17 (AGM)	<u>Approval to Amend By-Laws (Special Resolutions)</u> Approval was given to amend By-Laws at Annual General Meeting 2017. Moved: Mr D Sleath Seconded: Mrs C Halbert YES - 36 / NO - 1 / ABSTAIN - 9 MOTION CARRIED <u>Transferring of Funds (Special Resolution)</u> That the Corporation's Management Committee has approval to transfer funds of up to \$25,000 between the Administrative and Sinking Funds where and when required to assist in the management of the cash flow. Moved: Mr W McDonald Seconded: Mr P White YES - 35 / NO - 2 / ABSTAIN - 9 MOTION CARRIED (Continue next page..)

Community Corporation 020846 Inc.
At 160 FULLARTON ROAD, ROSE PARK

Page 6

The following is a summary of policy decisions, special and unanimous resolutions resolved by the Corporation.

The relevant minutes should be consulted for precise wording of the resolutions

03/05/17 (AGM)
Continue..)

Installation of Solar Panels (Ordinary Resolution)

The Corporation's Management Committee moved that the Corporation approve the installation of a 29kw solar system on the roof of the garages in the eastern carpark.

It was resolved to approve Zen Solar's proposal to install the 29kw solar system and to fund the this installation from the Corporation's Sinking Fund.

Moved: Mr W McDonald Seconded: Mrs C Halbert

MOTION CARRIED

It was further moved that the Corporation's Treasurer, Mr W McDonald, be thanked for the work he has put in to researching and preparing this proposal.

Moved: Ms A O'Connor Seconded: Mrs C Hastwell

01/05/18

Notice of Motion to Amend By-Laws (Special Resolution)

Community Corporation No. 20846 Inc. resolved by special resolution as required by Section 39(1) of the *Community Titles Act 1996* to amend the By-Laws by making the following amendments:

1. By inserting the following as an additional By-Law at By-Law 21 and renumbering all subsequent by laws accordingly:

21. Restriction on Leasing of a Lot

A lot owner may not lease or otherwise grant rights of occupation in respect of a lot for valuable consideration for a period of less than 2 months.

2. By deleting By Law 21.4 and replacing By Law 21.4 with the following:

21.4 Consumption of alcohol without the prior written consent of the Management Committee.

3. That the Presiding Officer or Secretary or Treasurer be authorised to execute all and any documents as may be required to deposit the above amendment to the By-Laws in the Lands Titles Office.

4. That all costs associated with the amendment, including all government fees and charges and all consultants' fees is paid in all things by the Body Corporate.

YES - 42 / NO - 2 / ABSTAIN - 3

MOTION CARRIED

Community Corporation 020846 Inc.
At 160 FULLARTON ROAD, ROSE PARK

Page 7

The following is a summary of policy decisions, special and unanimous resolutions resolved by the Corporation.

The relevant minutes should be consulted for precise wording of the resolutions.

<u>Date Of Meeting</u>	<u>Details of Resolutions</u>
14/05/19 (AGM)	No Resolutions Recorded
05/05/20 (AGM)	No Resolutions Recorded
02/07/20 (EGM)	<u>Spending Authority For Hot Water Plant (Ordinary Resolution)</u> It was resolved that the Corporation approved spending up to \$41,745 (including GST and 10% contingency) from the Corporation's Sinking Fund for the purpose of replacing Hot Water Plant and equipment. MOTION CARRIED
11/05/21	No Resolutions Recorded
02/05/22 AGM	<u>9. Amendment of By-Laws (Special Resolution)</u> The Management Committee reviewed the terms of the current By-Laws and at its meeting on 15 March 2022 resolved to update the following proposed By-Laws namely. 3.1 Review of By-Laws A copy of proposed amendments to the By-Laws were tabled and reviewed. Amendments Included: 3.6 Resident Induction 3.7 Moving Levy 7.9 Washing of Motor Vehicles on the Community Parcel 7.12 Use of Common Power 7.13 Removals 7.14 Management of Bicycles 7.15 Storage of Bicycles 7.16 Installation of a safe 7.17 Publishing defamatory information about Corporation 8.3 Igniting Fireworks 8.4 Throwing objects 8.8 Approvals for air conditioner installations 9.2 Management of residential waste 17.2 Fit outs in accordance with consents 17.4 Conditions and hours regarding Fit Outs 21 Leasing restrictions 26.7 Insurance Excess 27.3 Parking in Breezeway 34 Smoking on the Community Parcel

The updated By-Laws were included in the Meeting Notice for reference.

Alterations appeared in RED text.

Accordingly, it is resolved by way of a Special Resolution of the Corporation that:

- the existing By-Laws of the Corporation be replaced with those attached to the Notice and marked "Amended By-Laws April 2022" and
- the Body Corporate Manager do all things and execute all documents which are necessary to enable the amended By-Laws to be lodged at the Lands Titles Office in accordance with the provisions of the *Community Titles Act 1996* and to engage Jones Harley Toole Solicitors for that purpose.

Moved: Michael Ricketts

Seconded: John Williams

YES - 36 / NO - 0 / ABSTAIN - 11

MOTION CARRIED

Installation of Sliding Glass Doors to the QVA Front Entrance

Automated sliding glass doors need to be considered for the entrance to the building.

With the ageing of residents in the QVA, the need to use walking frames, wheel chairs and for general ease of access when residents and removalists are handling large items.

The existing doors reduce the opening width between the fixed glass panels. Sliding glass doors will enable utilization of the full width. In emergencies, this is particularly important for ambulance patients.

Additionally it will remove the issue of accidents that have occurred with the existing doors.

Attached was a quotation to replace the two existing glass doors with sensor operated sliding glass doors for \$28,000.

02/05/2023 AGM No resolutions recorded

27/07/2023 EGM No resolutions recorded

15/05/2024
(AGM)

Intercom Upgrade (Ordinary Resolution)

It was resolved to upgrade the aged intercom system to a modern system as several Lots require repairs to their handsets that can not be undertaken due to the age of the system and a lack of parts.

An indicative quote and scope of the proposed upgrade was attached to the Meeting Notice and will include features such as videophones inside every apartment (so residents can see who is 'buzzing' them) and access to the system using a smartphone. Indicative costs are approximately \$70,000 for the upgrade.

As a majority of owners agreed to proceed with upgrading the intercom system, the Committee will undertake a tender seeking additional quotes and make a determination regarding the preferred system, and an allocation from the Sinking Fund will be made to fund the replacement.

Public Officer (Ordinary Resolution)

It was resolved that a nominee of Whittles Management Services Pty Ltd be appointed the Public Officer of the Body Corporate for the purpose of lodging taxation returns on behalf of the Body Corporate.

25/07/2024 (EGM) Renewal of Telstra Lease (Unanimous Resolution)

It was resolved that the Corporation resolves:

1. To grant a new lease to Telstra Ltd (Telstra) over that portion of the Common Area previously leased to Telstra and known as Areas G H & J in FX 253038 for a term and upon conditions to be agreed including (at Telstra's discretion) automatic further rights to renew the lease (the new lease);
2. That the total term of the new lease including the initial term and automatic rights to renew shall not exceed 20 years.
3. That the Management Committee be authorised to complete negotiations for the new lease and that the Corporation shall be bound by the terms of the new lease as negotiated and entered into by the Corporation including the exercise of any right to renew that lease by Telstra in the future.
4. That the Corporation enter into such new lease upon completion of negotiations pursuant to resolution 3.
5. That the Corporation enter into such lease renewal exercised pursuant to the new lease.
6. Any future variations to the new lease or lease renewal completed pursuant to resolution 4 or 5 shall require unanimous approval of the Corporation.

27/05/25

Rescind Approval to Replace Intercom System (Ordinary Resolutions)

At the Annual General Meeting held on 14 May 2024, it was resolved to upgrade the intercom system at a cost of \$70,000.

After further review by the Maintenance Group and the Management Committee, it has been discovered that the wiring is all intact and the "head unit" is working.

The handset devices in each apartment are the responsibility of individual owners to repair and maintain and replacements can still be located and sourced.

After further consideration, the Management Committee recommended that the Corporation rescind the decision made at last year's Annual General Meeting to replace the Intercom System.

House Rules - Rental of Carparks

The Management Committee reminded all owners that the revised House Rules (copy attached to the meeting notice) stipulate that, due to security concerns, Residents are only permitted to lease parking spaces to registered tenants who reside in the building or to lot owners within the building.

Leasing car parking spaces to non-residents is strictly prohibited.

Pot Plants on Balconies

The Treasurer explained that an engineer had been engaged to review the roof structure and provide advice to the Maintenance Group and the Management Committee. The Engineer noted, and this was reinforced by J Cheeseman from the Maintenance Group (who provided a further explanation at the meeting), that care needs to be taken regarding plants in pots on the balconies. Pots should be lightweight and have an upturned saucer and water run-off should be constrained. Plants should be evenly distributed across the balcony so as not to cause an issue with structural damage being caused by additional weight on any balcony.

SINKING FUND BUDGET REPORT

Queen Victoria
Apartments
160 Fullarton Road
Rose Park, SA

2 MARCH 2026

FILE REF: 5007088862/J59766

NB Napier & Blakeley
COST • RISK • RETURN

PREPARED FOR

Community Corp .20846 Inc
C/- Whittles Unit Care
PO Box 309
Kent Town
SA 5071

PREPARED BY

Napier & Blakeley Pty Ltd
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ATT Napier & Blakeley Unit Trust
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REV	
DATE	2 March 2026
PURPOSE OF ISSUE	Fiscal
PREPARED BY	Sam Grindley
ISSUE AUTHORISED BY	Rob Howells

1. SUMMARY

The Sinking Fund Available Funds Flow calculates the funds that are available each year by deducting the forecast expenditure and the previous fund apportionment (if required) from the sinking fund contribution.

Refer to the following Sinking Fund Available Funds Flow.

Property Name : Queen Victoria Apartments Community Corp. 20846 Inc.
Site Address : 160 Fullarton Road Rose Park
Date Prepared : September 2025

Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
Balance brought forward	556,565	654,361	348,464	462,863	594,434	653,479	797,127	809,822	703,258	771,007	606,804	790,819	956,890	1,122,971	1,053,857
Budgeted annual contributions	172,452	179,119	166,033	193,214	200,968	208,407	216,440	227,231	233,119	241,785	250,727	260,019	268,652	279,639	289,991
Deduct - Previous Sinking Fund (\$ 556564.75 / 15 years)	-37,104	-37,104	-37,104	-37,104	-37,104	-37,104	-37,104	-37,104	-37,104	-37,104	-37,104	-37,104	-37,104	-37,104	-37,104
Actual Annual Contributions	135,348	142,011	148,929	156,110	163,564	171,303	175,336	190,127	196,015	204,660	213,623	222,915	232,547	242,534	252,886
Deduct - end of year expenditure	-37,552	-447,908	-34,710	-24,358	-104,519	-27,655	-166,841	-258,491	-128,288	-368,853	-58,806	-26,874	-66,436	-311,548	-95,673
Total - available funds	654,361	348,464	462,863	594,434	653,479	797,127	809,822	703,258	771,007	606,804	790,819	956,890	1,122,971	1,053,857	1,211,070

2. INTRODUCTION

Under instructions from Community Corp .28363 Inc, we set out in this report our Sinking Fund Budget for the common areas of the subject property.

The purpose of this report is to provide an independent analysis of the Sinking Fund requirements of the Community Corp as required by the Community Titles Act 1996 for South Australia.

This report identifies and evaluates the funding requirements for items requiring capital expenditure as detected by site inspection or by reference to specifications and maintenance contracts or by making an assessment of life expectancy.

Life expectancies and years to replacement used in this report are intended as a guide for the purposes of determining a reasonable budget allowance for each year covered by this report.

The Community Corp may wish to review the following:-

- Seek acknowledgment from the members of the Community Corp regarding the state of the building.
- Ascertain the future time objectives for the appearance and repair of the building, which may affect the immediate cash flow requirements.

We advise that the Sinking Fund Budget should be reviewed annually to update any changes caused by abnormal expenditure, inflation rates, building material availability and the condition of the building.

3. PROPERTY DESCRIPTION

Queen Victoria Apartments consists of seventy two lots within a multi storey residential buildings. The development includes the following infrastructure:

- Fencing
- Overground secure car parking
- Common hot water systems
- Gymnasium and sauna
- Water features
- Passenger lifts
- Mechanical ventilation
- Garden watering system
- Sewer and stormwater drainage, water and electrical mains

No allowance has been made for damage caused by termites or other insects, regular maintenance checks should be carried out to detect their presence.

4. BASIS OF REPORT

The Sinking Fund Budget assesses the funding requirement to enable restoration to original standard of the property and items that are the responsibility of the Community Corp. Specifically, it includes spending of a capital or non-recurrent nature, and the periodic replacement of major items of a capital nature, and other spending that should reasonably be met from capital.

We have assumed the property will be properly maintained to ensure maximum effective life of all components.

No allowance has been made in respect of potential change of use of the building or for obsolescence either functionally or technologically.

The following items are deemed to be funded from the Administration Budget and do not form part of the Sinking Fund.

- Light fittings and diffusers
- Bitumen paving - minor repairs
- Costs associated with various maintenance agreements (eg. lifts mechanical services and fire services)
- Landscaping including garden watering system

The following items have a life span similar to the building structure and have been excluded from the Sinking Fund Budget.

- Air conditioning ductwork and plant platforms
- Electrical distribution gear and circuits (including telephone)
- Security/intercom systems (excluding major repairs)
- Water/Fire/Gas supply piping
- Garbage chute liners
- Concrete/Bitumen paving (excluding major repairs)

- Wall render (excluding major repairs)
- Roller shutters (excluding repairs and painting)
- Roof tiles and treated metal sheeting (excluding major repairs)
- Concrete/Block walls and structures
- Pool structure (excluding finish)
- Site drainage (excluding major repairs)
- Tiling
- Window seals
- Sanitary fixtures

The attached figures have been calculated by adopting a current replacement cost of each component and apportioning the cost over the anticipated remaining life of the asset and adding an average annual inflating factor of 3.67% which is based on the average building construction cost inflation rate over the past fifteen years.

Bank interest accrued on fund monies has not been included in the calculations.

The report is based on financial years. For calculation purposes, the year stated indicates the commencement of the financial year.

This is not a structural report and does not cover expenditure which occurs either directly or indirectly as a result of structural defects.

The cost for replacement includes 10% GST.

5. SINKING FUND BUDGET

The Sinking Fund Budget outlines our assessment of the funding requirements for items requiring expenditure of a capital or non-recurrent nature.

R - Indicates the year in which expense is budgeted to occur.

The number of years until replacement of a Sinking Fund Budget item is an assessment of the date a budgeted event is due to happen. This assessment is based on one or more of the following criteria:

- The current condition of the item
- The suitability of it to carry out its intended function
- The life expectancy of that item
- The current age of the item

The life expectancy of a Sinking Fund Budget item is an allocation of the number of years given to a budget item if it is used for the purpose it was designed and intended.

Refer to the following Sinking Fund Budget

5.1 SINKING FUND BUDGET

Property Name : Queen Victoria Apartments Community Corp. 20846 Inc.
 Site Address : 160 Fullerton Road Rose Park
 Date Prepared : September 2025

Building Inflation Rate Used : 3.67%
 Aggregate Lot Entitlement / Number of Units : 10000 / 72

Items	Units or Reductions	Life Expectancy	Current Cost 2025	Annual requirement												R - Indicates expected year of expense.													
				2025	R 2026	R 2027	R 2028	R 2029	R 2030	R 2031	R 2032	R 2033	R 2034	R 2035	R 2036	R 2037	R 2038	R 2039	R 2040	R 2041	R 2042	R 2043	R 2044	R 2045	R 2046	R 2047	R 2048	R 2049	R 2050
Air Conditioning & Much Ventilation :																													
1 Air Conditioning - Gym / office	5	10	3,850	697	888	821	805	805	990	R 558	584	601	622	646	670	688	728	746	775	R									
2 Bathroom Ventilation Plant	2	4	3,299	1,741	1,803	R 868	1,006	1,042	1,082	R 1,126	1,161	1,203	1,248	R 1,294	1,341	1,381	1,427	1,470	1,514	R 1,560									
3 Steel Preservation (Repair)	5	25	18,050	3,561	3,691	3,827	3,967	4,113	1,194	1,227	1,273	1,319	1,366	1,418	1,470	1,524	1,584	1,642	1,697	R									
Electrical Machinery and Equipment :																													
4 Solar System - Electric	5	10	8,250	1,833	1,903	1,973	2,046	2,121	1,190	1,262	1,336	1,412	1,494	1,584	1,687	1,794	1,914	2,047	2,194	R									
5 Solar System - Panels	7	15	18,660	2,719	2,815	2,918	3,026	3,137	3,250	3,367	3,486	3,608	3,734	3,864	4,000	4,141	4,288	4,440	4,597	R									
6 Distribution Board Upgrade	10	25	29,750	3,652	3,734	3,871	4,013	4,160	4,313	4,471	4,635	4,806	4,984	5,168	5,358	5,554	5,756	5,964	6,178	R									
7 Misc. Electrical Work	1	1	5,340	5,135	R 5,264	6,678	6,881	7,113	7,374	R 7,665	7,925	8,216	8,518	8,833	9,154	9,480	9,812	10,150	10,493	R									
External Works :																													
8 Roads & Paths - Asphalt (Repair)	8	10	3,364	1,445	1,480	1,523	1,570	1,619	1,669	1,721	1,774	1,828	1,884	1,942	2,001	2,061	2,122	2,184	2,247	R									
9 Painting & Drainage (Repair)	1	1	5,148	5,197	R 5,553	6,739	6,946	7,163	7,391	R 7,629	7,868	8,118	8,378	8,638	8,900	9,164	9,430	9,698	9,968	R									
Fire Control and Alarm Systems :																													
10 Fire Alarm & Detection System	8	10	77,050	11,281	11,695	12,125	12,570	13,031	13,509	14,005	14,519	15,049	15,594	16,154	16,729	17,319	17,914	18,524	19,149	R									
11 Fire Booster Pump	3	10	3,350	1,182	1,225	1,272	R 446	462	479	497	515	534	554	574	595	617	639	662	687	R									
12 Fire Extinguishers	1	4	2,145	3,226	R 603	600	643	687	R 702	729	756	782	R 811	841	872	904	936	967	997	R									
13 Hydraulic overhaul & assessment	1	3	6,050	6,272	R 2,246	2,339	2,434	2,562	2,694	2,830	2,968	3,109	3,254	3,397	3,541	3,687	3,836	3,987	4,140	R									
14 Hydraulic Pressure Test	1	6	4,950	5,132	R 999	1,004	1,041	1,079	1,110	1,180	1,202	1,246	1,282	1,340	1,389	1,440	1,493	1,547	1,602	R									
15 Automatic Fire Sprinklers	1	1	2,750	2,851	R 2,856	2,904	2,970	3,043	3,114	3,190	3,269	3,350	3,433	3,518	3,604	3,691	3,780	3,870	3,961	R									
Floor Finishes :																													
16 Carpet - Full Floor	10	10	145,500	18,163	18,608	19,068	19,544	20,034	20,539	21,059	21,594	22,144	22,709	23,289	23,884	24,494	25,119	25,759	26,414	R									
Furniture and Fittings :																													
17 Lobby Furniture	5	10	10,340	2,301	2,386	2,473	2,564	2,658	2,756	2,857	2,960	3,066	3,174	3,284	3,396	3,510	3,626	3,744	3,864	R									
18 Maintenance & Cleaning Equipment	2	3	1,595	842	873	R 814	636	668	R 684	709	735	762	789	816	843	870	898	926	954	R									
19 Office Equipment	5	5	2,540	588	609	631	655	679	R 704	729	756	784	812	R 842	872	901	931	961	991	R									
Gymnasium Equipment :																													
20 Gym Equipment	2	3	7,150	3,773	3,911	4,052	4,200	4,354	4,514	4,679	4,848	5,020	5,196	5,376	5,559	5,746	5,936	6,129	6,325	R									
21 Gym Flooring	3	15	5,115	1,632	1,886	1,989	R 501	513	528	543	558	573	589	604	620	636	652	668	684	R									
Hot Water Installation :																													
22 Common Hot Water System	9	10	38,500	5,106	5,246	5,432	5,663	5,901	6,148	6,392	6,644	6,904	7,171	7,445	7,726	8,014	8,308	8,608	8,914	R									
23 Hot Water Pumps	2	3	3,090	1,603	1,685	1,765	1,820	1,874	1,927	1,981	2,034	2,087	2,140	2,193	2,246	2,299	2,351	2,404	2,456	R									
Units :																													
24 Unit Modernisation & major Service	14	15	164,080	14,263	14,787	15,319	15,850	16,382	16,915	17,447	17,977	18,506	19,036	19,566	20,096	20,626	21,156	21,686	22,216	R									
25 Unit Car Repairs & Upgrades	9	10	29,900	2,768	2,870	2,975	3,085	3,196	3,306	3,417	3,527	3,638	3,749	3,860	3,971	4,082	4,193	4,304	4,415	R									

5.2 SINKING FUND BUDGET

Property Name : Queen Victoria Apartments Community Corp 20846 Inc.
 Site Address : 160 Fullerton Road Rose Park
 Date Prepared : March 2026

Building Inflation Rate Used : 3.67%
 Aggregate Lot Entitlement / Number of Units : 10000 /

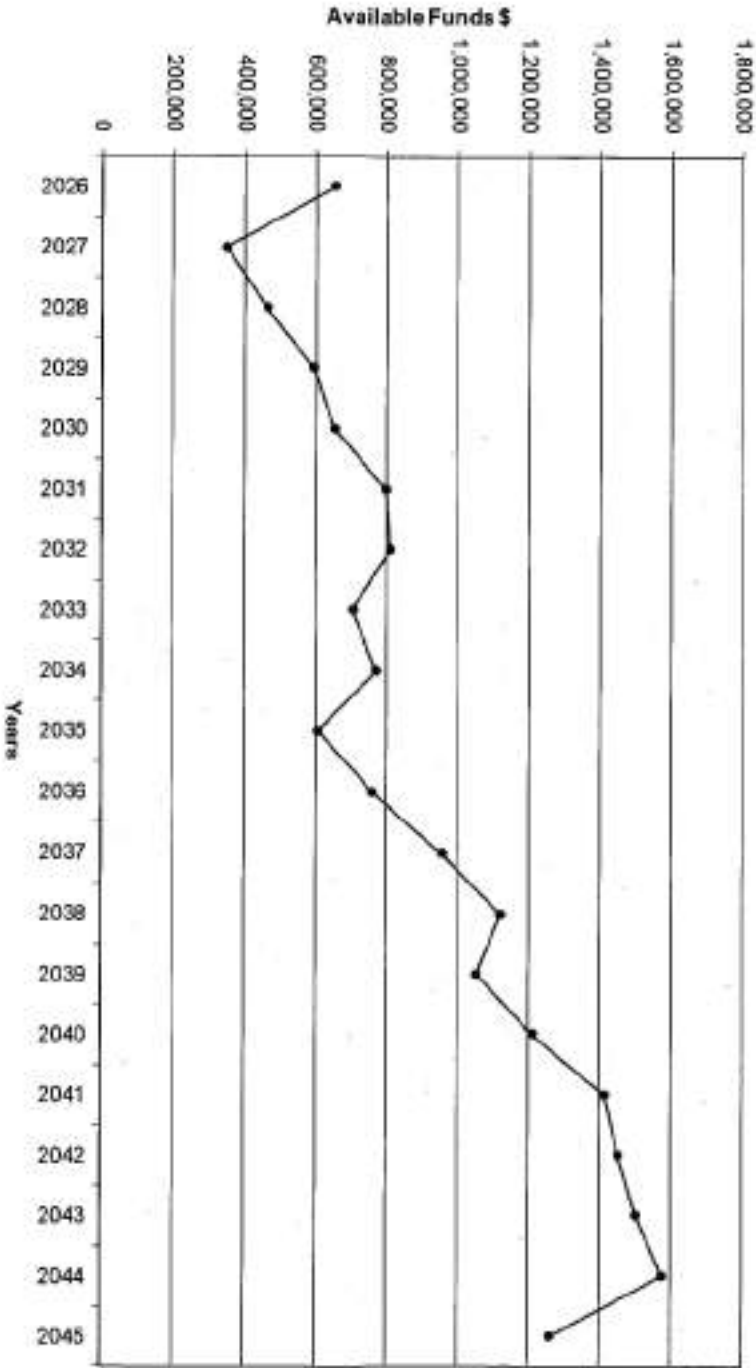
Items	Year 18 Revised/Est	LRI Estimate	Current Cost 2025	Annual requirement												By - indicates expected year of expense													
				2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050
Painting and Finishes :																													
25 Internal Atrium - per floor	1	2	7,760	7,600 R	4,212	4,287 R	4,527	4,663 R	4,806	5,046 R	5,228	5,421 R	5,620	5,820	6,040	6,282	6,540	6,802	7,068	7,337	7,609	7,884	8,161	8,440	8,721	9,003	9,286	9,570	9,854
26 External Areas	8	12	104,400	15,210	15,872	16,455	17,059	17,685	18,334	18,997	19,704	20,416	21,124	21,838	22,548	23,254	23,956	24,654	25,348	26,038	26,724	27,406	28,084	28,758	29,428	30,094	30,756	31,414	32,068
28 External Clean	5	5	5,950	1,224	1,299	1,376	1,454	1,534	1,614	1,694	1,774	1,854	1,934	2,014	2,094	2,174	2,254	2,334	2,414	2,494	2,574	2,654	2,734	2,814	2,894	2,974	3,054	3,134	3,214
Re-render / Brickwork:																													
29 External (Repack)	1	5	1,540	1,507 R	265	268	267	266	265	264	263	262	261	260	259	258	257	256	255	254	253	252	251	250	249	248	247	246	245
Roller Shutters and Garage Doors :																													
30 Domestic Garage Doors	5	1	2,600	534	664	674	666	656	647	638	629	620	611	602	593	584	575	566	557	548	539	530	521	512	503	494	485	476	467
31 Domestic Garage Door Motors	2	1	1,200	633	666	1,337 R	1,219	1,285	1,420 R	1,493 R	1,564 R	1,633 R	1,700 R	1,766 R	1,831 R	1,896 R	1,960 R	2,024 R	2,087 R	2,150 R	2,212 R	2,274 R	2,336 R	2,397 R	2,458 R	2,519 R	2,580 R	2,641 R	2,702 R
32 Roller Shutter Doors	10	15	9,350	1,134	1,176	1,219	1,263	1,310	1,357	1,404	1,451	1,498	1,545	1,592	1,639	1,686	1,733	1,780	1,827	1,874	1,921	1,968	2,015	2,062	2,109	2,156	2,203	2,250	2,297
33 Roller Shutter Door Motors	2	3	1,595	842	873	814	836	860	884	908	932	956	980	1,004	1,028	1,052	1,076	1,100	1,124	1,148	1,172	1,196	1,220	1,244	1,268	1,292	1,316	1,340	1,364
Banister and Roofing :																													
34 Roofing, Flashings, Gutters & Downpipes (Repack)	10	15	23,800	4,060	4,032	4,387	4,387	4,346	4,719	4,898	5,068	5,234	5,405	5,570	5,738	5,907	6,076	6,245	6,414	6,583	6,752	6,921	7,090	7,259	7,428	7,597	7,766	7,935	8,104
35 Lower Front Elevation (Banister, Repack)	2	30	285,000	201,181	216,817 R	22,819	23,823	24,697	25,673	26,543	27,517	28,537	29,574	30,610	31,706	32,802	33,898	34,994	36,090	37,186	38,282	39,378	40,474	41,570	42,666	43,762	44,858	45,954	47,050
Security Systems and Access Equipment :																													
36 Intercom & Access System Upgrade	7	10	77,000	12,673	13,138	13,620	14,120	14,638	15,173	15,732	16,318	16,909	17,504	18,104	18,708	19,316	19,928	20,544	21,164	21,788	22,416	23,048	23,684	24,324	24,968	25,616	26,268	26,924	27,584
37 CCTV Camera System Upgrade	9	10	8,850	801	831	861	891	920	949	978	1,007	1,036	1,065	1,094	1,123	1,152	1,181	1,210	1,239	1,268	1,297	1,326	1,355	1,384	1,413	1,442	1,471	1,500	1,529
CONTINGENCY				17,876	17,743	8,491	8,862	9,000	8,156	8,494	8,540	9,408	9,754	9,800	10,240	10,501	11,011												
Total sinking fund contribution PA			379,272	372,294	178,306	182,318	189,009	192,312	198,210	200,489	198,609	204,633	207,509	215,144	223,940	231,226													
Total sinking fund contribution PA, per unit entitlement			37.93	37.20	17.83	18.23	18.90	19.23	19.84	20.05	19.86	20.46	20.75	21.51	22.39	23.12													
Total sinking fund expense PA			37,552	447,868	34,715	24,358	104,518	27,050	100,341	296,491	128,262	208,802	59,608	30,874	68,636	311,648													
Total sinking fund expense PA, per unit entitlement			3.76	44.78	3.47	2.44	10.45	2.77	10.03	29.65	12.82	20.88	5.96	3.09	6.86	31.16													
Average sinking fund contribution PA			172,452	178,136	184,200	188,214	190,999	194,407	198,440	203,231	207,731	213,119	214,790	220,727	220,018	229,622	279,628												
Average sinking fund contribution PA, per unit entitlement			17.25	17.81	18.42	18.82	19.09	19.44	19.84	20.32	20.74	21.31	21.48	22.07	22.00	22.96	27.96												

6. 20 YEAR AVAILABLE FUNDS FLOW CHART

The Available Funds Flow Chart is based on the Sinking Fund Available Funds Flow which displays the balance of available funds after each year's contributions and expenditure have been taken into account.

The intention of this chart is to present a graphical representation of the financial account indicating periodical trends of fund accumulation and expenditure which may influence the financial strategies of the Body Corporate.

Refer to the following 20 Year Available Funds Flow Chart.



7. DISCLAIMER

This report is the opinion of Napier & Blakeley Pty Ltd ACN 006 386 278 ATF Napier & Blakeley Unit Trust ABN 87 601 474 307 (Napier & Blakeley) and is to be read together with and is subject to the term and conditions of our engagement. Our opinions in this report are based on the information referred to in this report that has been made available to us by or on behalf of the addressee (Information).

Napier & Blakeley has not obtained independent verification of the Information. As such, our opinion may be different if the Information is incorrect or inaccurate in any way. This report was prepared solely for the addressee and its use is limited to the purpose for which it was provided. No third party may rely on this report without first obtaining the prior written consent of Napier & Blakeley.

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Certificate of Insurance

ABN 29 008 096 277

Mark Sorgini
Community Corp 20846 Inc
Whittles Strata Management
PO Box 309
KENT TOWN SA 5071

Date: 23.04.2026
Invoice No: I4991385

This document certifies that the policy referred to below is currently intended to remain in force until 4:00pm on the expiry date shown and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions.

Class	Residential Strata/Community Corporation
Insurer	CHU Underwriting Agencies Pty Ltd Level 13, 431 King William Street Adelaide SA 5000
Period	23.04.2026 to 30.07.2026
Policy No.	HU0006110550

Important Notice

This certificate does not reflect in detail the policy terms and conditions and merely provides a brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

Disclaimer

In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration to, or cancellation of the policy of insurance.

MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277
176 Fullarton Road
DULWICH
S.A. 5065

Phone: 08 8291 2300
PO Box 309
KENT TOWN S.A. 5071

COVERAGE SUMMARY

Community Corp 20846 Inc
Residential Strata/Community Corporation

RESIDENTIAL STRATA/COMMUNITY CORPORATION**INSURED:**

Community Corporation 20846 Inc

SITUATION:

160 Fullarton Road, ROSE PARK SA 5067

INTEREST INSURED:

Building Sum Insured	\$	86,400,000
Common Contents Sum Insured	\$	864,000
Loss of Rent/Temporary Accommodation	\$	12,960,000

Catastrophe/Emergency Cover	Not Insured
-----------------------------	-------------

Flood	Insured
-------	---------

Storm Surge	Not Insured
-------------	-------------

Glass	Insured
-------	---------

Theft	Insured
-------	---------

Public Liability	\$	30,000,000
------------------	----	------------

Voluntary Workers	Insured
-------------------	---------

Weekly Benefit	\$	2,000
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Capital Benefit	\$	200,000
-----------------	----	---------

Fidelity	\$	950,000
----------	----	---------

Office Bearers Liability	\$	2,000,000
--------------------------	----	-----------

Machinery Breakdown	\$	100,000
---------------------	----	---------

Government Audit Costs	\$	25,000
------------------------	----	--------

Appeal expenses - common property health and safety breaches	\$	100,000
--	----	---------

Legal Defence Expenses	\$	50,000
------------------------	----	--------

Lot owners fixtures and fixings	\$	250,000
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Floating floors	Insured
-----------------	---------

Loss of Market Value	Not Insured
----------------------	-------------

EXCESS:

Standard Excess	\$	5,000
-----------------	----	-------

Flood Excess	\$	5,000
--------------	----	-------

Storm Surge Excess	Not Applicable
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COVERAGE SUMMARY

Community Corp 20846 Inc
Residential Strata/Community Corporation

Public Liability Excess		Nil
Voluntary Workers Excess		Nil
Fidelity Excess		Nil
Office Bearers Liability Excess		Nil
Machinery Breakdown Excess	\$	1,000
Government Audit Excess	\$	1,000
Appeal Expenses Excess	\$	1,000
Legal Defence Expenses Excess	\$	1,000
Other excesses payable are shown in the Policy Wording		

ADDITIONAL POLICY BENEFITS AND CONDITIONS:

It is noted that the sum insured for Policy 5 - Fidelity is amended to \$650,000

MAJOR EXCLUSIONS : Terrorism
Others As Per Policy

This Document is a Summary of Cover Only. Please refer to the Product Disclosure Statement for Full Policy Limitations and Additional Excesses

UNDERWRITING INFORMATION:

Year Built 1964
Primary Wall Construction Brick
Secondary Wall Construction Rendered Brick
Roof Construction Tin / Iron
Floor Construction Concrete

Aluminium Composite Panels Yes
Primary external cladding material Weathertex
Heritage Listed No

Fire Protection
Sprinkler systems in the complex basement/carpark? Yes
Sprinkler systems in the complex units? Yes
Fire hose reels located throughout the complex? Yes

Number of Units 72
Number of Levels 10
Number of Basements 1
Number of Lifts 2
Number of Pools/Spas 0
Number of Gyms 1
Number of Playgrounds 0
Number of Water Features 0
Number of Jetties/Wharfs 0
Number of Separate Buildings 1
% of EPS 0 %
Commercial Tenancies? YES
% of Complex and List Tenants 2.79%

Additional Construction Comments:

Built 1960's Refurbished 2000's. A ten (10) storey building known as

MGA Insurance Brokers Pty Ltd

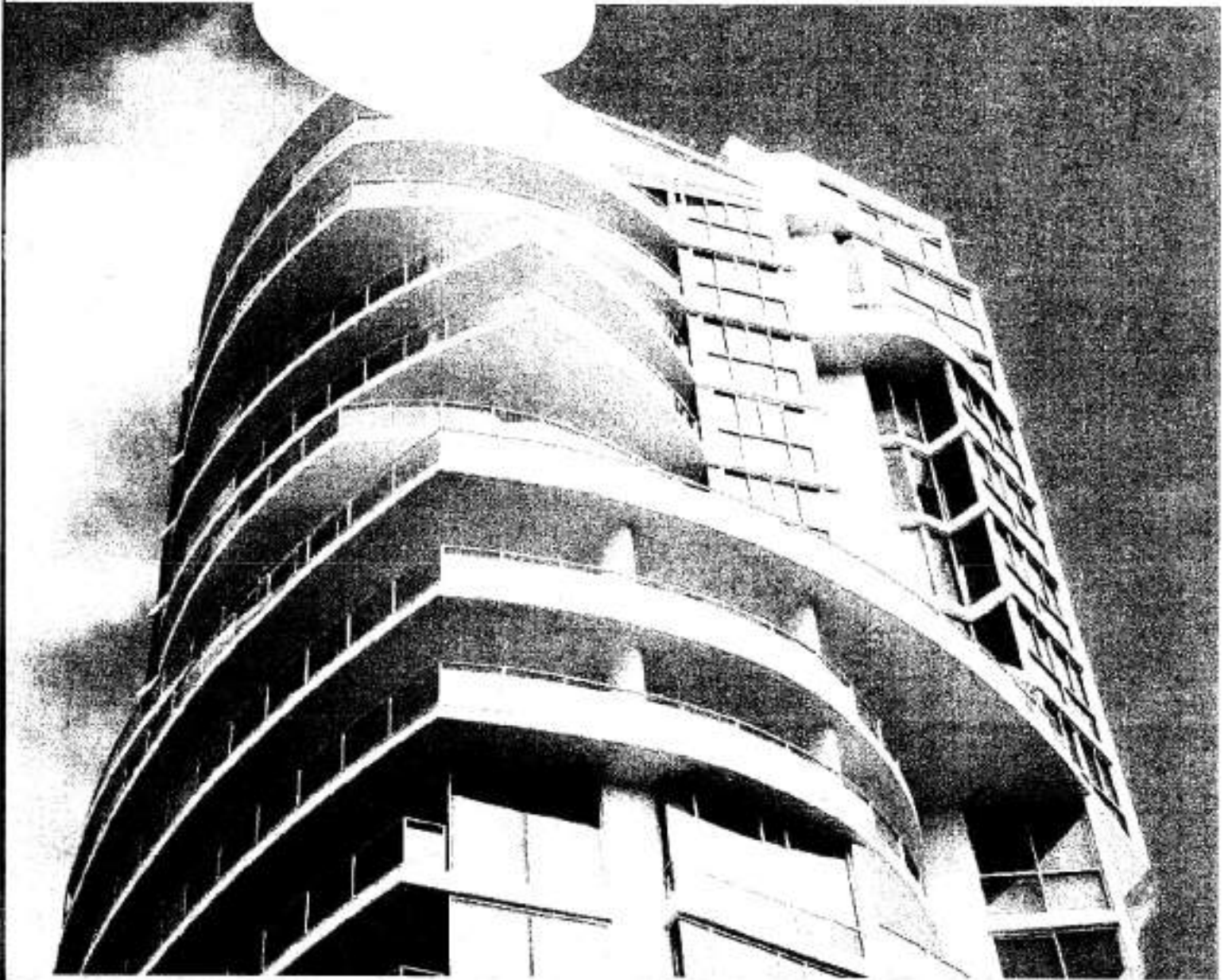
ABN 29 008 096 277
176 Fullarton Road
DULWICH
S.A. 5065

Phone: 08 8291 2300
PO Box 309
KENT TOWN S.A. 5071

COVERAGE SUMMARY

Community Corp 20846 Inc
Residential Strata/Community Corporation

*Queen Victoria Apartments comprising seventy-one (71) attached
apartment style home units and one (1) commercial unit comprising a
restaurant



Residential Strata Insurance Plan



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Date of preparation: 12 July 2023

Date effective: 1 October 2023

QM562-1023



Throughout the Policy Wording there are limits of time and value that may apply to coverages. There are also different Excess payments that can apply. The following tables show a summary of these limits and Excesses.

This summary does not include all details of the limits that apply and You must refer to each limit or Excess individually for the full details.

Sub-limit (\$) table

POLICY SECTION	SUB-LIMIT	WHAT WE'LL PAY
Policy 1 – Insured Property	Emergency and temporary protection costs Reasonable cost of temporary protection and safety or emergency repairs to avoid further losses	No more than \$7,500
Policy 1 – Insured Property	Special Benefit 1a. Cost of reletting When You have leased out Your Lot/Unit or Common Area We will pay reasonable reletting costs if it is made unfit to be occupied for its intended purpose	Up to \$1,500 per Lot/Unit or Common Area
Policy 1 – Insured Property	Special Benefit 1f. Meeting room hire For the purpose of holding Your annual general meeting or committee meetings if You are unable to occupy the meeting room facilities forming part of Your Insured Property	Up to \$5,000 for the cost of hiring temporary meeting room facilities
Policy 1 – Insured Property	Special Benefit 1g. Lot Owners contributions and fees You are required to pay during the period Your Lot/Unit is made unfit to be occupied for its intended purpose due to Damage to Your Insured Property	Up to \$2,000 per Lot/Unit, for contributions, levies, maintenance and other fees
Policy 1 – Insured Property	Special Benefit 1i. Lot Owners travel costs For reasonable travel costs You incur in visiting Your Lot/Unit for the purpose of consulting with claim adjusters and/or building repairers	Up to \$250 per Lot/Unit for reasonable travel costs
Policy 1 – Insured Property	Special Benefit 2. Emergency accommodation The reasonable cost of emergency accommodation You necessarily incur if Your Lot/Unit is made unfit to be occupied for its intended purpose	Up to \$2,500 per Lot/Unit for the reasonable cost of emergency accommodation
Policy 1 – Insured Property	Special Benefit 3. Alterations/additions When You make alterations, additions or renovations to Your Insured Property during the Period of Insurance	Up to \$250,000 for Damage to such alterations, additions or renovations
Policy 1 – Insured Property	Special Benefit 5. Electricity, gas, water and similar charges – excess costs For the cost of increased usage, accidental discharge or additional management charges of electricity, gas, sewerage, oil and water You are required to pay following Damage to Insured Property	Up to \$2,000
Policy 1 – Insured Property	Special Benefit 6. Electricity, gas, water and similar charges – unauthorised use In any one Period of Insurance for the cost of metered electricity, gas, sewerage, oil and water You are legally required to pay following its unauthorised use	Up to \$2,000 for the cost of increased usage, accidental discharge or additional management charges of metered electricity, gas, sewerage, oil and water
Policy 1 – Insured Property	Special Benefit 7. Fusion of motors The cost of repairing or replacing an electric motor forming part of Your Insured Property Damaged by Fusion	Up to \$5,000 for the cost of repairing or replacing an electric motor
Policy 1 – Insured Property	Special Benefit 8. Environmental improvements For the cost of additional environmental improvements not previously installed such as rainwater tanks, solar	Up to \$20,000 for the cost of additional environmental improvements
Policy 1 – Insured Property	Special Benefit 9. Exploratory costs, Replacement of defective parts - repairing or replacing the defective part or parts of such tanks, apparatus or pipes - rectifying contamination Damage or pollution Damage to land at Your Situation caused by the escape of liquid	- to a limit of \$1,000 - to a limit of \$1,000
Policy 1 – Insured Property	Special Benefit 11. Funeral expenses For funeral expenses if the Lot Owner, or a family member who permanently resides with the Lot Owner, dies as the direct consequence of Damage to Your Insured Property	Up to \$5,000 per Lot/Unit
Policy 1 – Insured Property	Special Benefit 12. Keys, lock Replacement Reasonable costs in re-keying, re-coding locks or replacing locks if keys to Your Insured Property are stolen as a consequence of forcible entry	Up to \$5,000

Residential Strata Insurance Plan



POLICY SECTION	SUB-LIMIT	WHAT WE'LL PAY
Policy 1 – Insured Property	Special Benefit 13. Landscaping Reasonable costs You or a Lot Owner incurs in replacing or repairing Damaged trees, shrubs, plants, lawns or rockwork at Your Situation lost or Damaged by a claimable Event	The lesser of 1% of Building Sum Insured under Policy 1 or \$100,000. For fallen trees or branches that have caused Damage to Insured Property, We will pay up to \$5,000 for their removal and disposal
Policy 1 – Insured Property	Special Benefit 14. Modifications We will pay for modifications to a Lot/Unit if the Lot Owner permanently resides there and becomes a paraplegic or quadriplegic as a direct consequence of Damage to Your Insured Property admitted as a claim	Up to \$25,000 a Lot/Unit
Policy 1 – Insured Property	Special Benefit 15. Money Loss of Your money while in the personal custody of an Office Bearer, committee member or of Your Body Corporate Manager/Agent while acting on Your behalf (excluding fraudulent misappropriation, larceny or theft of employees, Lot Owners including family or a proxy of a Lot Owner)	Up to \$25,000
Policy 1 – Insured Property	Special Benefit 16. Mortgage discharge To discharge any mortgage over Your Insured Property if it becomes a total loss and is not replaced	Up to \$5,000
Policy 1 – Insured Property	Special Benefit 17. Personal property of others Pay up to the Indemnity Value of other's personal property which is Damaged by an Event admitted as a claim while in Your physical or legal control	Up to \$10,000
Policy 1 – Insured Property	Special Benefit 18. Pets, security dogs Costs incurred by a Lot Owner occupying a residential Lot/Unit reasonable costs for boarding pets or security dogs if Lot/Unit is rendered unfit for its intended purpose by Damage to Insured Property admitted as a claim	Up to \$1,000 a Lot/Unit
Policy 1 – Insured Property	Special Benefit 20. Damaged office records Reasonable expenditure You incur in collating, preparing, rewriting or reproducing records, books of account, Electronic Data and valuable papers directly related to Your Insured Property which are Damaged by a claimable Event	Up to \$50,000
Policy 1 – Insured Property	Special Benefit 21. Removal, storage costs Reasonable costs You incur in removing and storing undamaged portion of Your Insured Property and then returning to the Situation following Damage to Your Insured Property that is admitted as a claim	Up to \$25,000
Policy 1 – Insured Property	Special Benefit 22. Removal of squatters Legal fees You incur to repossess Your Insured Property or a Lot/Unit if squatters are living in it	Up to \$1,000 any one Period of Insurance
Policy 1 – Insured Property	Special Benefit 23. Title deeds Reasonable costs to replace Title Deeds to a Lot/Unit or Your Insured Property if Damaged by a claimable Event	Up to \$5,000
Policy 1 – Insured Property	Special Benefit 24. Water removal from basement Reasonable costs You incur in removing water from basement or undercroft areas of Your Insured Property if such inundation is directly caused by Storm or Rainwater	Up to \$2,000
Policy 7 – Catastrophe Insurance	Special Benefits Total amount payable under Policy 7 for Special Benefits 1 to 4	a. Temporary Accommodation/Rent: 15% b. Escalation in costs: 5% c. Removal, storage and Cost of Evacuation: 5%
Policy 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses	Additional Benefit 1. Record Keeping Audit Professional Fees You reasonably incur with Our written consent, which will not be unreasonably withheld in connection with a Record Keeping Audit	Up to \$1,000 in any one Period of Insurance for Professional Fees



Sub-limit (time) table

POLICY SECTION	SUB-LIMIT	TIME LIMIT
Policy 1 – Insured Property	Special Benefit 1b. Rent The cost necessarily incurred to abate the Rent of Your Tenant	Not exceeding a maximum of three months
Policy 1 – Insured Property	Special Benefit 1c. Disease, murder and suicide If You are not permitted to occupy Your Lot/Unit or Common Area by order of the Police, a public or statutory authority, other body, entity or person so empowered by law, due to: - the discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plant cooling towers and the like; - a human infectious or contagious disease, except for communicable disease; - murder or suicide; occurring at Your Situation	Not exceeding a maximum of 30 days
Policy 1 – Insured Property	Special Benefit 1d. Failure of supply services If Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from Damage by an Event claimable under Policy 1	Provided the failure of services extends for more than 48 hours We will pay from the time of the failure until the time such services are reinstated, not exceeding a maximum of 30 days
Policy 6 – Machinery Breakdown	Special Benefit Where Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose	Breakdown of plant and equipment must extend for more than seven days Liability for Loss of Rent or Temporary Accommodation will be limited to a period not exceeding a maximum of 30 days and up to a maximum of 20% of the amount shown in the Schedule

Excess table

POLICY SECTION	DESCRIPTION OF EXCESS	EXCESS AMOUNT TO PAY
Policy 1 – Insured Property	Earthquake Excess	\$500, or the Excess amount shown in the Policy Schedule, whichever is greater
Policy 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses	Additional Excess This Excess applies to each and every Claim made under Policy 8 Part C	\$1,000 unless otherwise shown in the Policy Schedule

Residential Strata Insurance Plan



Product Disclosure Statement (PDS)

This PDS was prepared on the 12th July 2023.

Important Information and Notices

There are two parts to this booklet. The first part is Important Information about this Policy including information about how We will protect Your privacy and how to make a complaint or access Our dispute resolution service.

The second part is Your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because We don't know Your own personal circumstances, You should treat any advice in this booklet as purely general in nature.

It doesn't consider Your objectives, financial situation or needs. You should carefully consider the information provided with regard to Your personal circumstances to decide if it's right for You.

This booklet is also a Product Disclosure Statement (PDS). Other documents You receive may comprise the PDS. You will know when this happens because it will say so in the document.

Information in this PDS might change. If the change is adverse and might affect a reasonable person's decision to buy the Policy, then either a supplementary PDS (SPDS) or a new PDS will be provided at renewal. You can get a copy of all updates (whether adverse or not adverse) at no charge by Us, simply by calling Us.

About QBE

The Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 (QBE). QBE Insurance (Australia) Limited is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886.

We have authorised the information contained in this PDS.

QBE in the community

Premiums4Good™

We are committed to giving back to the communities that We operate in. Through Premiums4Good™, We invest a portion of customer premiums into investments that have additional social or environmental features. So, when You choose Us as Your Insurer, Your Premium automatically does some good.

About CHU

CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070) (CHU) is an underwriting agency that provides general advice to issue general insurance products in the Strata Industry and holds an Australian Financial Services Licence (AFSL Licence No: 243261). CHU/SAVER Underwriting Agency Pty Ltd (ABN 85 613 645 239, AFSL 491113) trading as Flex Insurance (Flex) is a wholly owned subsidiary of CHU. CHU is a wholly owned subsidiary of Steadfast Group Ltd (ABN 98 073 659 677) ("SGL").

Authority to deal with Your information

CHU may share information which You have provided to it with its related Body Corporate(s) Flex, not only for the purpose of this CHU product but also for the secondary purpose of products offered by Flex. This includes if You tell Us something in seeking insurance from Us. In purchasing the product described in this PDS You consent to related Body Corporate disclosure for a secondary purpose.

Authority to act on Our behalf

We have given CHU a binding authority to market, underwrite, settle claims and administer this Policy on Our behalf.

Any matters or enquiries You may have should be directed to CHU. The contact details for CHU are shown on the back cover of this document.

Under the terms of this binding authority CHU acts as Our agent, and not Yours, but liability within the terms and conditions of the Policy remains at all times with QBE.

For more information or to make a claim

Please contact CHU to make a claim. They also have an after hours Emergency Claims Hotline that You can contact on 1800 022 444. The Claims Conditions section sets out the full details of what You need to do in the event of a claim.

Claims made and Notified Insurance

Policy 5 – Office Bearers' Legal Liability and Policy 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses of this Policy provides cover on a claims made and notified basis. This means that this Policy only covers claims first made against You during the period this Policy is in force and notified to the Insurer as soon as practicable in writing while the Policy is in force. This Policy may not provide cover for any claims made against You if at any time prior to the commencement of this Policy You became aware of facts which might give rise to those claims being made against You.

Section 40(3) of the Insurance Contracts Act 1984 (Cth) provides that where You gave notice in writing to the Insurer of facts that might give rise to a claim against You as soon as was reasonably practicable after You became aware of those facts while this Policy is in force, the Insurer cannot refuse to pay a claim which arises out of those facts, when made, because it was made after the expiry of the Policy.

Privacy

In this Privacy Notice, the use of 'We', 'Our' or 'Us' means QBE and CHU unless specified otherwise.

We take the security of Your personal information seriously.

We will collect personal information when You deal with Us, Our agents, other companies in the QBE group or suppliers acting on Our behalf. We use Your personal information so We can do business with You, which includes issuing and administering Our products and services and processing claims. Sometimes We might send Your personal information overseas. The locations We send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail from whom We collect personal information, as well as where We store it and the ways We could use it. You can find it at qbe.com/au/about/governance/privacy-policy

You can view CHU's Privacy Policy at www.chu.com.au or obtain a copy by contacting CHU's / Steadfast's Privacy Officer at:

Phone: +61 2 9307 6656
Email: privacyofficer@steadfastagencies.com.au
Post: PO Box A2016, Sydney South NSW 1235

It's up to You to decide whether to give Us Your personal information, but without it We might not be able to do business with You, including not paying Your claim.



What You should read

To understand the features, benefits and risks of this insurance and to determine if it is appropriate for You, it is important that You read:

- all of the Product Disclosure Statement - this information is designed to help You understand this insurance and Your rights and obligations under it;
- the Policy Wording. It tells You about:
 - what makes up the insurance i.e. Your contract with Us which We call a Policy;
 - important definitions that set out what We mean by certain words;
 - the cover We can provide (see Policies 1 to 9);
 - what Excesses You may have to pay;
 - when You are not insured (see General Exclusions and other exclusions under Policies 1 to 9);
 - what You and We need to do in relation to claims;
 - Yours and Our cancellation rights.
- the relevant quote/proposal form You need to complete to apply for cover (if applicable);
- any Schedule when it is issued to You; and
- any other documents We may give You which vary Our standard terms of cover set out in this document.

These documents should be read together carefully. It is important that they are kept in a safe place.

Significant features and benefits

The following provides a summary of the main covers available only. You need to read the Schedule and the Policy Wording for full details of the available cover, terms, definitions, conditions, exclusions and limits that apply to make sure it meets Your expectations. The cover in each Policy is provided only if specified as applicable in the Schedule.

Policy 1 – Insured Property

We insure You up to the Sum Insured shown in the Schedule for Policy 1 for Damage to Your Insured Property (Building and Common Area Contents) that occurs during the Period of Insurance not otherwise excluded in the Policy.

If the Sum Insured is not exhausted, We will also pay for the costs or fees incurred as a result of Damage to Your Insured Property under Policy 1. Details of the costs and fees We pay are set out under the heading 'Additional Benefits' in Policy 1.

We also provide cover for Special Benefits in addition to the Sum Insured for Policy 1. Details of the Special Benefits are set out under the heading 'Special Benefits' in Policy 1. The combined total amount We will pay under Special Benefits arising out of any one Event that is admitted as a claim under Policy 1 is limited to the percentage of the Building Sum Insured for Policy 1 as shown in the Schedule or such other percentage as We may agree in writing.

Policy 2 – Liability to Others

We will indemnify You up to the Limit of Liability shown in the Schedule for Policy 2 if You become legally responsible to pay compensation for Personal Injury or Property Damage resulting from an Occurrence

in connection with the ownership of Your Common Area and Your Insured Property that happens during the Period of Insurance.

We also pay the costs of defending a claim in connection with a claim under this Policy.

Policy 3 – Voluntary Workers

We pay to a Voluntary Worker, or that person's estate, the corresponding benefits set out in the Table of Benefits in Policy 3 in the event of such Voluntary Worker sustaining bodily injury during the Period of Insurance whilst voluntarily engaged in work on Your behalf and caused accidentally and which, independently of any other cause results in one of the insured events as set out in the Table of Benefits.

Policy 4 – Fidelity Guarantee

We will indemnify You up to the Sum Insured stated in the Schedule for Policy 4 for the fraudulent misappropriation of Your Funds committed during the Period of Insurance.

Policy 5 – Office Bearers' Legal Liability

We will respond to any Claim first made against an Office Bearer in respect of legal liability for any Claim made against them.

The amount payable in respect of all Claims under Policy 5 will not exceed the Limit of Liability shown in the Schedule and is inclusive of the claimant's costs and expenses and the Defence Costs incurred by Us during the currency of any one Period of Insurance.

Policy 6 – Machinery Breakdown

We insure You up to the Sum Insured shown in the Schedule for Policy 6 against Insured Damage which occurs during the Period of Insurance and requires repair or Replacement provided that the Insured Item is within Your Situation and is in the ordinary course of working at the time the Insured Damage occurs.

We also provide cover for Additional Benefits following Damage if the Sum Insured is not exhausted. Details of the Additional Benefits are set out under the heading 'Additional Benefits' in Policy 6.

We also provide cover for Special Benefits in addition to the Sum Insured for Policy 6. Details of the Special Benefits are set out under the heading 'Special Benefits' in Policy 6.

Policy 7 – Catastrophe Insurance

We insure You up to the Sum Insured shown in the Schedule for Policy 7 for any increase in the Replacement cost of Your Insured Property following a loss which occurs during the Period of Insurance:

- due to the happening of an Event for which the Insurance Council of Australia issues a catastrophe code or other Event which occurs no later than 60 days after the Catastrophe; and
- the Event giving rise to the loss is admitted as a claim under Policy 1 – Insured Property.

Policy 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses

We insure You on a Claims made basis for Parts A, B and C of Policy 8 which means We will respond to Claims first made against You during the Period of Insurance and notified to Us during that Period of Insurance.

Policy 9 – Lot Owners' Fixtures and Improvements

We insure the cost of replacing Lot Owners' Fixtures and

Residential Strata Insurance Policy



Improvements in their Lot/Unit provided that the Sum Insured under Policy 1 is exhausted. Replacement of such installations must be following Damage by any Event that is not otherwise excluded under Policy 1.

Important information You should understand

In addition to the covers summarised above, there are a number of terms, conditions, limits and exclusions contained in the Policy that can affect how or whether a claim is paid under this Policy. You need to read the PDS, Schedule and the Policy Wording for full details of the available cover, terms, definitions, conditions, exclusions and limits that apply to make sure it meets Your expectations.

Exclusions

The following provides a summary of the main exclusions to cover only. These are examples only. For full details of the exclusions that apply, please read the Policy in full.

For example, We will not pay for any loss, damage, benefit, legal liability, compensation, or any other loss, costs, fees, charges or expenses of whatsoever kind, arising directly or indirectly from or in any way connected with:

- a. any Act of Terrorism where such act is directly or indirectly caused by, contributed to, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination;
- b. the actual or alleged use or presence of asbestos;
- c. ionising radiation from, or contamination by radio-activity from, any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

Conditions

You must meet certain conditions for Your insurance cover to apply. If You do not comply with the conditions We may refuse to pay a claim in whole or in part. For full details of all the conditions of cover that apply, please read the Policy in full. The following are examples only.

1. Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment if Your claim is accepted.
2. When Your Insured Property is a total loss and We have paid out the total Sum Insured, this insurance ceases. If You rebuild or replace Your Insured Property, this requires a new insurance contract commencing at that time with an applicable Premium.
3. When You first purchase and when You renew Your insurance if You do not pay the amount by the due date, Your Policy may be cancelled and We will write to let You know when this will happen.
4. When renewing Your insurance with Us, You have a duty to take reasonable care not to make a misrepresentation. This means giving Us true, complete and accurate answers to Our questions, including where You provide information on someone else's behalf. We use Your answers to decide whether to insure You and on what terms. You must advise Us of any changes to Your claims or insurance history that a reasonable person in the circumstances would tell Us. CHU will notify You in writing of any effect a change may have on Your insurance renewal.

The cost of this insurance

The amount that We charge You for this insurance when You first acquire the Policy and when You renew the Policy is called the

Premium. In order to calculate Your Premium, We take various factors into consideration, including, but not limited to:

- the Sum(s) Insured;
- the address of Your Insured Property;
- Your insurance history.

The total cost of the Policy is shown in the Schedule and is made up of Your Premium plus government taxes, fees, duties and charges such as Stamp Duty, GST and any Emergency Services Levy (where applicable).

When You apply for this insurance, You will be advised of the Premium. If You choose to effect cover, the amount will be set out in the Schedule.

Paying Your Premium

Various options are available for paying Your Premium including annual payment by credit card, BPAY, EFT and direct deposit.

Annual Premium

We will let You know how much Premium You need to pay Us, how to pay it and when. If You pay Your Premium annually, You need to pay Your Premium on time to ensure You are covered. If You don't pay the Premium Your Policy may be cancelled and We'll write to You to let You know when this will happen.

Instalment payments

Customers who acquire a Policy directly through CHU have an option to pay for the Policy by way of instalments.

If You pay Your Premium by instalment, Your Schedule will show the date and frequency of Your instalments. If Your direct debit details change You must tell Us no later than seven days before Your next instalment is due to allow Us to process the change in time.

What happens if You miss an instalment

If You miss an instalment We'll contact You to ask You to pay it or arrange to collect it from You. If You don't pay the missed instalment Your Policy may be cancelled and We'll write to You to let You know when this will happen.

If You don't pay the missed instalment and a claim arises, then We will deduct the missed instalment from Your claim.

At renewal

If You pay by instalments, and You renew Your Policy, We'll continue to deduct instalments for Your renewed Policy at the new Premium level according to the same instalment pattern, unless You tell Us to stop Your direct debit.

If You don't want to renew, You must tell Us at least seven days before Your Policy's end date so that We can arrange for the direct debit to stop in time.

A claim on Your Policy may affect Your renewal Premium

If You have a claim, contact Us as soon as You can after the incident - see Claims Conditions - What You must do. To avoid Your claim being delayed, reduced or refused You must not unnecessarily delay notifying Us of the incident - see Claims Conditions - What You must not do. If You were in difficult circumstances that prevented You from telling Us about the claim, let Us know.

If We send You a renewal invitation and the Premium doesn't take into account a claim on Your Policy, You agree to pay Us any additional Premium We would have charged if We had known about that claim.



If You tell Us about the claim before Your renewal takes effect and We agree to continue to insure You, We may apply specific conditions to Your Policy (including an imposed Excess) and/or recalculate Your renewal Premium and send You an updated renewal invitation.

If Your Policy has already renewed and We agree to continue to insure You, We may ask You for an additional Premium. If You're paying in instalments, any remaining instalments will be adjusted to reflect the additional Premium. If You've already paid Your renewal Premium in full, You'll need to pay Us any additional Premium to ensure Your cover is not affected. If You don't pay the additional Premium by the due date then We may:

- deduct the outstanding Premium amount from a claim payment; or
- cancel Your Policy - see General Conditions.

If it was reasonable in the circumstances for You to be unaware that You had a claim until after we issued Your renewal invitation, We will not ask You to pay the additional Premium for that renewal period however the claim may affect Your future renewal Premiums and/or future Policy conditions (including the application of any imposed Excess).

Please note We may have other rights under this Policy or as permitted by law, depending on the circumstances.

If Your payment details change

If the direct debit details You use to pay Us change, such as You changing credit cards or bank accounts, You must tell Us at least seven days before Your next payment date to allow Us to process the change in time.

Other costs, fees and charges

Other costs, fees and charges which may be applicable to the purchase of the Policy include:

Administration Fee

An administration fee is payable by You for each policy issued or renewed to cover CHU's administration cost of preparing and distributing the Policy. Any administration fee is noted in the Schedule and is not refundable in the event of cancellation, unless the insurance contract is cancelled within the cooling off period or is a full term cancellation. For more information on the administration fee please refer to the CHU Financial Services Guide or contact CHU directly.

Refund of Premium

You may cancel the Policy at any time. If You choose to cancel the Policy We will retain a portion of the Premium which relates to the period for which You have been insured. We will refund the residue for the unexpired period less any non-refundable government taxes or charges, provided that no Event has occurred where liability arises under the Policy.

Commissions

SGL or CHU may receive a commission payment from Us when the Policy is issued and renewed. For details of the relevant commission paid, please refer to the Financial Services Guide, or contact SGL or CHU directly.

Confirming transactions

You may contact CHU in either writing, email or by phone to confirm any transaction under Your insurance if You do not already have the required insurance confirmation details.

Sending You documents

Documents relating to Your insurance Policy will be sent by post or email, where You have been given the choice, they will be sent by Your chosen delivery method and You can change Your preference at any time.

It is Your responsibility to make sure Your contact details are current (including telephone number, email and mailing address where relevant) and You must update these as soon as they change.

How to make a claim

Please contact CHU to make a claim, the contact details are shown on the back cover of this document. They also have an after hours Emergency Claims Hotline that You can contact on 1800 022 444.

You should advise them as soon as reasonably practicable of an incident which could lead to a claim. Having the required documentation and possibly photographs of the items will assist in having Your claim assessed and settled. When You make a claim We require You to:

- provide details of the incident and when requested complete the claim form We send You;
- subject to reasonable notice and at a reasonable time that suits You and Us, allow Us or Our appointed representative to inspect Your Insured Property and take possession of any Damaged item(s) if reasonable and required;
- take all reasonable steps to reduce the damage or loss and prevent further loss or Damage;
- inform the police as soon as reasonably practicable following theft, vandalism, malicious damage or misappropriation of money or property;
- where practicable and reasonable not dispose of any Damaged items without first seeking Our approval; and
- not get repairs done, except for essential temporary repairs, and where reasonable We will seek Your cooperation in selecting the repairer or supplier.

These are only some of the things that You must do if making a claim.

Please refer to the Claims Conditions section which sets out claims information and what You must do if making a claim.

Cooling off period

If You change Your mind about Your Policy and haven't made a claim, You can cancel it within 21 days of the start or renewal date and We'll give You a full refund. If You cancel Your Policy in these circumstances, You will have no cover under the Policy.

To cancel Your Policy within the cooling off period, contact Us in writing or by email.

This cooling off right does not apply if You have made or are entitled to make a claim.

Cancellation

You may cancel the Policy at any time by notifying Us in writing. We may cancel the Policy where We are entitled to by law.

Further details about cancellation are shown in the General Conditions.

Residential Strata Insurance Plan



General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. The aims of the Code are fully supported by CHU. You can read the Code at codeofpractice.com.au

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit insurancecode.org.au

We recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support, Our Family and Domestic Violence Customer Support Policy is available at qbe.com.au and at chu.com.au

Complaints

We're here to help. If You're unhappy with any of Our products or services, or the service or conduct of any of Our suppliers, please let Us know and We'll do Our best to put things right.

Step 1 – Talk to Us

Your first step is to get in touch with the team looking after Your Policy, direct debit, or claim. You'll find their contact details on Your Policy documents, letters, or emails from Us. Please provide Our team with as much information as possible so they can try to fix the problem quickly and fairly.

For additional assistance in lodging a complaint, please refer to <https://www.chu.com.au/resource/complaints-and-disputes>

Step 2 – Customer Relations

If Your complaint isn't resolved by the team looking after Your Policy, direct debit, or claim, You can ask them to refer Your complaint on to Our Internal Dispute Resolution Team. An Internal Dispute Resolution Specialist will review Your complaint independently and provide You with Our final decision:

You can also contact the Internal Dispute Resolution Team directly:

Phone: 1300 193 174
Email: complaints@chu.com.au
Post: PO Box 500, North Sydney NSW 2059 or
Level 33, 101 Miller Street,
North Sydney NSW 2060

Step 3 – Still not resolved?

If We're unable to resolve Your complaint to Your satisfaction within a reasonable time, or You're not happy with Our final decision, You can refer Your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on Us.

Phone: 1800 931 678
Email: info@afca.org.au
Post: GPO Box 3, Melbourne VIC 3001

AFCA will inform You if Your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit afca.org.au

More information

You can find more information about how We deal with complaints on Our website at www.chu.com.au/resource/complaints-and-disputes/ or You can call Us on 1300 361 263 to speak with Us or request a copy of Our complaints brochure at no cost.

Complaints just about privacy

You can view CHU's Privacy Policy at www.chu.com.au or obtain a copy by contacting CHU's Privacy Officer at:

Phone: 1300 289 248
Email: compliance@chu.com.au
Post: PO Box 500, North Sydney NSW 2059

Request for information

You may request copies of information We have relied upon to arrive at Our decision(s) in the complaint handling process. In some instances, We may not release the information as requested and You may request a review of Our decision not to release such information. We will comply with Code requirements regarding providing information You request.

Contact CHU

Phone: 1300 361 263
Email: info@chu.com.au

Financial Claims Scheme

This Policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if You meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority (APRA).

How to contact APRA

Phone: 1300 558 849
Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online: www.apra.gov.au/financial-claims-scheme-general-insurers

Monetary limits on the cover

We can insure You up to the amount of the Sum Insured or Limit of Liability or other specified limits for Your Insured Property. These amounts are specified in the specific Policies of the Policy Wording or in the Schedule.

You need to decide if the relevant Sum(s) Insured and Limit(s) of Liability are appropriate for You. If You do not adequately insure Yourself You may have to bear the uninsured proportion of any loss Yourself.



Payment of Excesses

The Excess is the amount You must contribute towards the cost of any claim You make.

Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment if Your claim is accepted.

The amount of Excess payable by You is shown in the Policy or in the Schedule.

GST Implications

The Policy has provisions relating to Goods and Services Tax (GST). Please see General Conditions. In summary:

- a. the amount of Premium payable by You for this Policy includes an amount on account of the GST on the Premium (including any additional fees that may be charged by CHU);
- b. the Sum Insured and other limits of insurance cover shown in Your Policy documentation are GST inclusive. When We pay a claim, Your GST status will determine the maximum amount We pay You.

There may be other taxation implications affecting You, depending upon Your own circumstances. We recommend that You seek professional advice.

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Policy Wording

Our Agreement

The agreement between You and Us consists of:

- a. the PDS and Policy Wording;
- b. the Schedule; and
- c. any Endorsement(s).

The cover under this Policy is provided during the Period of Insurance, once You've paid Us Your Premium. There are also:

- Conditions and exclusions which apply to specific covers or sections;
- General Exclusions, which apply to any claim You make under this Policy;
- General Conditions, which set out Your responsibilities under this Policy;
- Claims Conditions, which set out Our rights and Your responsibilities when You make a claim; and
- Other terms, which set out how this Policy operates.

Excesses

Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment.

The Excess(es) which You have to pay are set out in this Policy Wording or on Your Policy Schedule.

How much We will pay

The most We will pay for a claim is the Sum Insured which applies to the cover or section You're claiming under, less any Excess.

General Definitions

The words listed below have been given a specific meaning in this Policy Wording and these specific meanings apply when the words begin with a capital letter. Other words may have special meanings for particular Policies. These words will be defined in those Policies.

Action of The Sea

means tidal wave, high tide, king tide, Storm Surge, or any other movement of the sea except for Tsunami.

Act of Terrorism

means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- a. involves violence against one or more persons; or
- b. involves damage to property; or
- c. endangers life other than that of the person committing the action; or
- d. creates a risk to health or safety of the public or a section of the public; or

- e. is designed to interfere with or to disrupt an electronic system.

Body Corporate

means the owner(s) of Your Insured Property and Common Area incorporated under the Strata Legislation where Your Insured Property and Common Area is situated.

Body Corporate Manager/Agent

means a person or other entity appointed in writing by Your Body Corporate with delegated functions including the authority to act as an Office Bearer in terms of the Strata Legislation applying where Your Insured Property is situated.

Common Area

means the area at Your Situation that is not part of any Lot/Unit. Where the Strata Legislation refers to Common Property, Common Property has the same meaning as Common Area.

Damage, Damaged

means any partial or total accidental physical loss of, or destruction of property from any sudden and accidental cause not otherwise excluded by this Policy.

Earth Movement

means landslide, landslip, mudslide, subsidence and the heaving, collapsing, vibration, Erosion, settlement or shrinkage of earth, but not earthquake.

Note: 'Heave' is the upward movement of the earth supporting a building because of the expansion of soil.

Electronic Data

means any facts, concepts and/or information converted to a form usable for communications, interpretation, and/or processing by electronic, and/or electromechanical data processing and/or electronically controlled equipment which includes, but is not limited to, programs, software and/or other coded instructions for the processing and manipulation of data and/or the direction and/or manipulation of such equipment.

Endorsement

means a written alteration to the terms, conditions and limitations of this Policy which is shown in the Schedule.

Erosion

means being worn or washed away by water, ice or wind.

Event, Events

means a happening or an incident not intended to happen which occurs during a particular interval of time and causes or results in Damage or series of Damage happening from that one Event, that is claimable under this Policy.

Excess

means the amount You must pay or contribute towards a claim. The amount of any Excess is shown in the Policy or in the Schedule.

Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment.



Floating Floors

means laminated, veneered or similar type flooring not fastened to the sub-floor but held in position by its own weight with or without skirting at perimeter walls.

Flood

means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a. a lake (whether or not it has been altered or modified);
- b. a river (whether or not it has been altered or modified);
- c. a creek (whether or not it has been altered or modified);
- d. another natural watercourse (whether or not it has been altered or modified);
- e. a reservoir;
- f. a canal;
- g. a dam.

Fusion

means the process of fusing or melting together the windings of an electric motor following Damage to the insulating material as a result of overheating caused by electric current.

Indemnity Value

means the cost to rebuild, replace or repair property to a condition which is equivalent to or substantially the same as but not better nor more extensive than its condition at the time of loss taking into consideration age, condition and remaining useful life. We will take reasonable steps in determining the Indemnity Value and will provide You with details of Our calculation if requested by You.

Insured Property

a. Building:

means building or buildings as defined in the Strata Legislation applying where Your Building is situated, including:

- i. outbuildings;
- ii. fixtures and structural improvements (including Floating Floors), gates and fences;
- iii. in-ground swimming pools and spas;
- iv. marinas, wharves, jetties, docks, pontoons, swimming platforms, or similar type facilities (whether fixed or floating) which are used for non-commercial purposes and which do not provide fuel distribution facilities, unless We are advised and otherwise agree in writing;
- v. satellite dishes, radio, television and other antennas including their associated wiring, masts, footings, foundations, moorings and towers;
- vi. underground and overhead services;
- vii. Stratum Lot or Volumetric Lot;

that You own or have legal responsibility for at, in or adjacent to Your Situation.

b. Common Area Contents:

- i. furniture, furnishings, household goods, light fittings, internal blinds, curtains, fire extinguishers and the like;
- ii. built-in or freestanding appliances such as dishwashers, washing machines and dryers, other electrical items;
- iii. carpets (whether fixed or unfixed), floor rugs;

iv. swimming pools or spas that are not in-ground;

v. swimming pool or spa covers and accessories;

vi. wheelchairs, domestic garden equipment including lawn mowers, golf carts, golf buggies or other similar type items but only if such item is not required by law to be registered;

that You own or have legal responsibility for:

- at, in or adjacent to Your Situation, or
- temporarily removed elsewhere in Australia including transit to and from Your Situation.

Building and Common Area Contents do not include:

- aircraft, caravans, trailers, Vehicles (other than domestic garden appliances not required by law to be registered), hovercraft and Watercraft including their accessories or spare parts whether fitted or not;
- livestock, fish, birds or other animals;
- Lot Owners' Contents and any other personal property of theirs;
- money, other than as covered under Special Benefit 15 – Money of Policy 1 – Insured Property;
- plants, hedges, trees, shrubs, gravel, shale, stones, clay or soil on paths or driveways or tennis courts, soil or bark or mulch in gardens other than as covered under Special Benefit 13 – Landscaping of Policy 1 – Insured Property; and
- temporary wall, floor and ceiling coverings within a Lot/Unit, and mobile or fixed air-conditioning units servicing an individual Lot/Unit (if Your Situation is in Queensland).

Where anything in this definition of 'Insured Property' is contrary to the Strata Legislation applying where Your Building is situated the requirements of that Act will apply.

Land Value

means the sum certified by the Valuer General as being the value of the land at the Situation after due allowance has been made for variations or other special circumstances affecting such value either before or after the Damage and which would have affected the value had Damage not occurred.

Limit of Liability

means the applicable Limit of Liability specified in the Schedule or as determined by the Policy where such limits are described for Policy 2 – Liability to Others and Policy 5 – Office Bearers' Legal Liability.

Lot/Unit

means an area shown on a plan as a lot or unit in the Strata Legislation applying where Your Insured Property is situated.

Lot Owner

means a person, persons or other entity registered as a proprietor or owner of an estate in fee simple in a Lot/Unit in Your Building in terms of the Strata Legislation applying where Your Insured Property is situated.

Lot Owners' Contents

means (but not so as to limit the generality thereof):

- a. built-in or freestanding appliances such as dishwashers, washing machines and dryers;

Residential Strata Insurance Plan



- b. computers, electronic and electrical equipment, domestic garden equipment;
- c. Lot Owners' business and personal effects, furniture, furnishings, carpets, and floor rugs.

Members

means and is limited to the interest of Proprietors, Members, Lot Owners or Shareholders in respect of the ownership of Your Insured Property as defined in the Strata Legislation applying where Your Insured Property is situated. Unless otherwise specifically provided by this Policy, the Proprietors', Lot Owners' or Shareholders' interest or liability as an owner and/or occupier of a Lot/Unit is not included.

Period of Insurance

means the period for which You are insured. It commences at the time We agree to give You insurance and finishes at 4pm on the day of expiry. The expiry date is shown in the Schedule.

Policy

means this Product Disclosure Statement and Policy Wording, the Schedule and any Endorsements issued to You which form Your insurance contract with Us.

Premium

means any amount We require You to pay under the Policy and includes, any state and federal government taxes (including GST), fees, duties and charges as applicable.

Rainwater

means the rain which falls naturally from the sky. It includes Rainwater run-off over the surface of the land.

Rent

means, as regards to any Lot/Unit or part of Your Common Area leased to a Tenant, an amount of money in accordance with the residential tenancy agreement that applied immediately prior to Damage.

Replacement

means:

- a. the reasonable cost of rebuilding, replacing or repairing to a condition which is equivalent to or substantially the same as but not better nor more extensive than when it was new; and
- b. the extra costs necessarily incurred to alter or upgrade Your Insured Property to comply with public, statutory or Environmental Protection Authority requirements, but does not include:
 - i. any costs that would have been incurred in complying with orders issued prior to the happening of the loss;
 - ii. any extra costs to alter or upgrade any portion of Your undamaged Insured Property if the cost to rebuild, replace or repair the Damaged portion is less than 25% of what the cost would have been had Your Insured Property been totally destroyed.

Schedule

means the most recent current attachment to the Policy that specifies the Situation, those Policies and benefits that are in force and the details of the Sum(s) Insured or Limit(s) of Liability and includes any one or more of the following:

- a. the Policy Schedule;

- b. the renewal notice You have paid;
- c. the Endorsement(s) sent to You.

Senior Counsel

means a barrister in active practice who is entitled to use the post-nominals QC, KC or SC in any one or more superior courts in Australia or New Zealand.

Situation

means the land at the address(es) shown in the Schedule where Your Insured Property is situated.

Storm

means violent weather and high winds, sometimes accompanied by rain, hail or snow including a cyclone or tornado.

Storm Surge

means the covering of normally dry coastal land by water as a result of wind and low atmospheric pressure caused by a Storm.

Strata Legislation

means the respective State Legislation applying where Your Building is situated and includes (but is not limited to) the following Acts or similar legislation:

- a. Strata Schemes Management Act 2015 (NSW)
- b. Strata Scheme Development Act 2015 (NSW)
- c. Owners Corporation Act 2006 (VIC)
- d. Unit Titles (Management) Act 2011 (ACT)
- e. Strata Titles Act 1998 (TAS)
- f. Body Corporate and Community Management Act 1997 (QLD)
- g. Strata Titles Act 1985 (WA)
- h. Strata Titles Act 1988 (SA)
- i. Unit Titles Scheme Act 2009 (NT)

Stratum Lot or Volumetric Lot

means an area or lot forming part of the Building required to form part of this Insurance Policy excluding a Lot/Unit.

Stratum Lot or Volumetric Lot only extends to Policy 1 and Policy 7.

Sum Insured

means the amount shown in the Schedule as the Sum Insured corresponding to the cover selected for Policy 1 – Insured Property, Policy 3 – Voluntary Workers, Policy 4 – Fidelity Guarantee, Policy 6 – Machinery Breakdown, Policy 7 – Catastrophe Insurance, Policy 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses and Policy 9 – Lot Owners' Fixtures and Improvements.

Temporary Accommodation

means, as regards to any Lot/Unit occupied by the Lot Owner, an amount of money calculated on the basis of the annual rentable value (including any 'outgoings' that would have been payable by a Tenant or lessee) that would have been applied immediately prior to the Damage.

Tenant

means any person authorised under the terms of a lease, rental or similar type agreement who occupies a Lot/Unit including any other co-inhabitant or family normally resident with that person.

**Tsunami**

means a sea wave caused by a disturbance of the ocean floor or seismic movement such as an underwater earthquake or landslide.

Vehicle, Vehicles

means:

- a. any type of machine on wheels or self-laid tracks made or intended to be propelled by other than manual or animal power and any trailers or other attachments made or intended to be drawn by any of those machines; and
- b. which is or should be registered and/or insured under legislation in the State or Territory of Australia in which it is being used.

Voluntary Worker

means a person engaged solely in work or duties on behalf of the Body Corporate without promise of reward or remuneration, other than an honorarium for duties associated with the position of an Office Bearer.

Voluntary Worker does not mean employees, contractors or any person who receives a payment, reward or remuneration (other than provided herein) for their services.

Watercraft

means any vessel, craft or thing made or intended to float on or in or travel through water.

Wear and Tear

means physical deterioration to property occurring over time due to use and/or exposure to its environment.

We, Our, Us, the Insurer

means QBE Insurance (Australia) Limited ABN 78 003 191 035.

You, Your, Yours

means:

- a. in respect of Policies 1, 7, and 9:
the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule including:
 - i. the interest therein of Members;
 - ii. Lot Owners in respect of Special Benefits 1, 2, 11, 13, 18, 22 and 23 of Policy 1 – Insured Property;
 - iii. Lot Owners in respect of Special Benefits 1, 2 and 4 of Policy 7 – Catastrophe Insurance.
- b. in respect of Policy 2 – Liability to Others:
the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule including:
 - i. the interest therein of Members;
 - ii. the organisers of recreational activities in respect of Item 5 of Policy 2;
 - iii. a Voluntary Worker whilst engaged solely in work or duties on behalf of the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule, but excludes Office Bearers whilst acting in that capacity.
- c. in respect of Policy 3 – Voluntary Workers:
a Voluntary Worker whilst engaged solely in work or duties

on behalf of the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule

- d. in respect of Policies 4, 6, and 8:

the Body Corporate, Corporation, Owners Corporation, Plan or Company named in the Schedule.

- e. in respect of Policy 5 – Office Bearers' Legal Liability:

the past, present or future Office Bearers or committee members of the Body Corporate, Corporation, Owners Corporation, Plan or Directors of the Company, including those persons':

i. estate, heirs, legal representative or assigns;

ii. legal representative or assigns if he/she is incompetent, insolvent or bankrupt;

but does not include a Body Corporate Manager/Agent or any other contracted person(s), firm or company when acting in their professional capacity.

General Conditions

These General Conditions apply to all Policies. In addition to these General Conditions, each Policy will be subject to specific conditions.

If any of the General Conditions or specific conditions applicable to each Policy are not met We may refuse a claim, reduce the amount We pay or in some circumstances We may cancel the Policy. Any person covered by the Policy or claiming under it must also comply with these conditions.

1. Acts or omissions of Your Body Corporate Manager/Agent

We will not deny liability for a claim, or reduce the amount thereof, if Our right of denial or reduction is solely caused by an act, error or omission of Your Body Corporate Manager/Agent while acting on Your behalf.

2. Tell Us when these things change

You must tell Us as soon as reasonably possible if any of the information noted below has changed:

- You are carrying out construction works, alterations or additions that exceed \$500,000; or
- You have cranes, hoists or similar attached to the Insured Property or at the Situation; or
- there is a change in the percentage of floor space used for commercial purposes; or
- Your building becomes subject to a Building Rectification Order, Fire Order or any other Order issued by a statutory body.

If You don't tell Us, We may reduce or refuse to pay a claim.

When You tell Us about something that has changed or request a change to Your Policy, We will assess the change to the risk in accordance with Our underwriting rules and processes.

Changes to Your cover

If You request any change to cover (e.g. You choose to add a Policy or You increase the Sum(s) Insured) then, if We agree to the change, We will issue a new Schedule and ask You for any additional Premium. If an additional Premium is required, the change will only be effective when:

- if You're paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional Premium;

Residential Strata Insurance Policy



or

- You have paid the additional Premium by the due date We give to You.

If You don't pay the additional Premium by the due date then We will make reasonable efforts to contact You using the latest contact details You provided Us. If We don't receive payment of the additional Premium owed, the change will not be effective and We will confirm this by issuing a replacement Schedule.

If You request any change to cover and We don't agree to the change, then We will let You know and the Policy will continue unchanged.

Changes to Your circumstances

Contact Us to discuss potential changes in circumstances when You know the details of the timing and nature of the changes before they happen, to find out in advance whether We will be able to continue to insure You.

If You tell Us about any of the following changes then We will cancel Your Policy and refund any unused portion of the Premium:

- You are carrying out construction works, alterations or additions that exceed \$500,000 that are unacceptable under Our underwriting rules and processes; or
- You have cranes, hoists or similar attached to the Insured Property or at the Situation.

If there is a change in the percentage of floor space used for commercial purposes, We may need to cancel Your Policy and replace it with another policy.

If You tell Us about any other change, We will consider it under Our underwriting rules and processes at the time.

3. Cancellation - how Your Policy may be cancelled

Cancellation by You

You may cancel this Policy at any time by telling Us in writing. We will retain a portion of Premium which relates to the period for which You have been insured together with any non-refundable government taxes or charges, or CHU administration fees.

Cancellation by Us

We may cancel this Policy at any time as allowed by law by notifying You in writing of the date from which cancellation is to take effect. Notification will be delivered to the address last notified to Us and cancellation will take effect no earlier than 4.00pm on the date set out in the cancellation notice unless the Policy was in force by virtue of Section 58 of the Insurance Contracts Act 1984 (Cth), whereby the cancellation will take effect from the fourteenth business day after the day on which notice was given to You.

4. Goods and Services Tax - how it affects any payments We make

The amount of Premium payable by You for this Policy includes an amount on account of the Goods and Services Tax (GST) on the Premium.

When We pay a claim, Your GST status will determine the amount We pay. When You are:

- a. not registered for GST We will pay up to the Sum Insured, Limit of Liability or other Policy limit including GST.

- b. registered for GST:

- i. and We settle direct with the builder, repairer or supplier We will pay up to the Sum Insured, Limit of Liability or other Policy limit including GST; or
- ii. when We settle direct with You We will pay up to the Sum Insured, Limit of Liability or other Policy limit and
- iii. where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim We will pay for the GST amount but We will reduce the GST amount We pay by the amount of any Input Tax Credits to which You are or would be entitled.

In these circumstances, the Input Tax Credit may be claimable through Your Business Activity Statement (BAS).

You must advise Us of Your correct Australian Business Number & Taxable Percentage. Any GST liability arising from Your incorrect advice is payable by You.

Where the settlement of Your claim is less than the Sum Insured or the other limits of insurance cover, We will only pay an amount for GST (less Your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover Your loss, We will only pay the GST relating to Our settlement of the claim.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 (Cth) and related legislation as amended from time to time. Taxable Percentage is Your entitlement to an Input Tax Credit on Your Premium as a percentage of the total GST on that Premium.

There may be other taxation implications affecting You, depending upon Your own circumstances. We recommend that You seek professional advice.

5. Joint Insureds

When there is more than one insured on Your Policy, We may treat each as a separate and distinct party. The words You, Your, Yours may apply to each party in the same manner as if a separate Policy had been issued to each party, provided Our liability for any Sum Insured, Limit of Liability or other Policy limit for any one Event or Occurrence is not thereby increased. We may treat what any one insured says or does in relation to Your Policy or any claim under it, as said or done by each of the insureds. We may rely on a request from one insured to change or cancel Your Policy or tell Us where a claim payment should be paid. Any act, breach or non-compliance with the terms and conditions of this Policy committed by any one such party shall not be prejudicial to the rights and entitlements of the other insured party(ies), provided that the other insured party(ies) upon becoming aware of any such act, breach or non-compliance which increases the risk of loss, Damage or liability give Us written notice within a reasonable time.

6. Excess

You must pay or contribute the amount of any Excess shown in the Policy or in the Schedule for each claim made. Payment of any Excess shown in this Policy or in the Schedule for each claim made may be requested from You when the claim is lodged, or may be deducted from Our payment.

Should more than one Excess be payable for any claim arising from the one Event, such Excesses will not be aggregated and the highest single level of Excess only will apply.



For earthquake or seismological disturbance, where loss or Damage occurs during any one period of 72 consecutive hours, the Excess is \$500, or the Excess amount shown in the Policy Schedule, whichever is greater.

7. Reinstatement of Sum Insured

After We have admitted liability for a claim We will automatically reinstate the Sum Insured and/or Special Benefit limits to their pre-loss amount without any additional Premium having to be paid.

This condition does not apply:

- a. when We pay a total loss;
- b. when We pay the full Sum Insured;
- c. to Policy 5 – Office Bearers' Legal Liability;
- d. to Policy 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses;
- e. to Special Benefits 6 and 23 of Policy 1 – Insured Property.

8. Governing law and jurisdiction

This Policy is governed by the laws of the State or Territory of Australia in which this Policy is issued. Any dispute relating to this Policy shall be submitted to the jurisdiction of an Australian Court within the State or Territory in which this Policy was issued.

9. Subrogation, recovery action & uninsured loss

We may at any time in consultation with You, at Our expense and in Your name, use all legal means available to You of securing reimbursement for loss or Damage arising under Your Policy. In the event We do so, You agree to give all reasonable assistance for that purpose.

If You have suffered loss that was not covered by the Policy as a result of the incident, We may offer to attempt to recover this. You may also specifically ask Us to recover this for You.

You will need to give Us documents supporting Your loss. Before We include any uninsured loss in the recovery action We will also ask You to agree to the basis on which We will handle Your recovery action. Where required and within reason, You may need to contribute to legal costs in some circumstances.

10. Related Claims

For the purposes of applying any Excess or Limit of Liability, all loss otherwise recoverable under this Policy resulting from or in connection with:

- a. one and the same act, error or omission; or
- b. a series of acts, errors or omissions arising out of or attributable to the same originating cause, or source;

will be deemed to be one claim.

11. Severability/Non-imputation/Innocent Non-disclosure

Where this Policy insures more than one party, where one party made a misrepresentation to Us before the Policy was entered into this shall not prejudice the right of any other insured person to indemnity as may be provided by this Policy provided that:

- i. You were not aware of the failure or misrepresentation;
- ii. as soon as is reasonably practicable upon becoming aware of any such conduct, You advise Us in writing of all known facts in relation to such conduct; and

- iii. the conduct of the principals, partners and directors of the Insured are imputed to the Insured.

12. References to legislation

Legislation referenced in this Policy includes subsequent legislation. Any term used in this Policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

'Subsequent legislation' means:

- an act or regulation as amended, replaced or re-enacted;
- where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

General Exclusions

These General Exclusions apply to all Policies. In addition to these General Exclusions, each Policy will be subject to specific Exclusions.

We will not pay for any loss, damage, benefit, legal liability, compensation, or any other loss, costs, fees, charges or expenses of whatsoever kind, arising directly or indirectly from or in any way connected with:

1. Act of Terrorism

Any Act of Terrorism where such act is directly or indirectly caused by, contributed to, resulting from, or arising out of or in connection with biological, chemical, or nuclear weapons, pollution or contamination.

2. Asbestos

Liability to pay for personal injury or property damage caused by or arising directly or indirectly out of or in connection with the actual or alleged use or presence of asbestos.

3. Electronic Data

Losses or damage to Electronic Data, except as provided for by Special Benefit 20 – Damaged office records, under Policy 1.

4. Intentional damage

Any deliberate or intentional damage or liability or omission caused or incurred by You or by any person acting with Your express or implied consent.

5. Nuclear

Ionising radiation from, or contamination by radio-activity from, any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

6. War, expropriation

War or warlike activities including invasion, act of a foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, use of military or usurped power, looting, sacking or pillage following any of these, or the expropriation of property.

7. Sanctions limitation and exclusion

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose Us to any sanction, prohibition or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

Wesiderin Home Insurance Plan



8. Communicable diseases

There is no cover under any section of Your Policy for any claim, loss, damage, cost, injury, death or legal liability that is caused by or arises from or in connection with any contagious or communicable disease.

9. Cyber Incident

There is no cover under any section of Your Policy for any claim, loss, damage, cost, injury, death or legal liability that is caused by or arises from or in connection with:

- an unauthorised or malicious act, software, coding or instructions;
- a threat, hoax, scam or fraud;
- programming or operator error; or
- outage,

affecting the use, integrity, security, operation, storage of, or access to, data, information, a computer, system, device, appliance, equipment, software, hardware, back-up facility or a component of or attachment to any of these, regardless of time or place.

Examples of what are not covered under Your Policy:

- loss, damage, destruction, distortion, erasure, corruption or alteration of, or loss of access to, or interference with, data on a computer or access to an internet service, due to malicious software or a cyber-attack, including but not limited to viruses, worms, Trojan Horses, back doors, logic bombs, trap doors, denials of service, ransomware or any computer hacking;
- unauthorised access to or copying of personal information via the internet or mobile phone network;
- unauthorised access to, or interference with the operation of, an appliance or device via the internet, Wi-Fi or Bluetooth;
- unauthorised access to Your computer or device provided by means of a scam, or connection of a storage or other device affected by malicious software.

However, You will still have cover for physical damage to Your property insured under Your Policy caused by an Event such as fire.

10. Laws impacting cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that it is unlawful for Us to do so.

Claims Conditions

1. What You must do

As soon as You discover that an Event likely to result in a claim has occurred, You must:

- a. take all reasonable steps to reduce the damage and to prevent any further damage;
- b. report the incident to the police as soon as reasonably practicable following theft, vandalism, malicious damage or misappropriation of money or property and provide details of the report to Us. We may need the police report number to process Your claim or Our recovery action if there is a third party who is liable for Your loss.

2. What You must not do

Whatever the circumstances You must not:

- a. admit guilt or fault (except in court or to the police);
- b. offer or negotiate to pay a claim;
- c. admit or deny liability;
- d. dispose of any damaged items without first seeking Our approval.

If You do then We will reduce Our liability to the extent of any prejudice caused by Your acts.

3. How to make a claim

When You make a claim You may reasonably be required to:

- a. promptly inform CHU by telephone, in writing or in person. You may have to contribute towards Your claim if Your notification is outside of a reasonable timeframe and results in higher costs for Us or harms Our investigation opportunities. We will reduce Our liability to the extent of any prejudice caused by Your delayed notification;
- b. provide details of the Event and when requested complete and return Our claim form as soon as reasonably practicable together with all letters, documents, valuations, receipts or evidence of ownership that You have been asked to provide;
- c. provide written statements under oath if We reasonably require it;
- d. be interviewed about the circumstances of the claim;
- e. allow Us to inspect Your Insured Property and take possession of any damaged item if reasonable and required and to deal with it in a reasonable way;
- f. provide Us as soon as reasonably practicable with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the Event.

4. Claim preparation costs and fees

We will pay up to \$30,000 for the reasonable costs and fees You necessarily incur with Our written consent, which We will not unreasonably withhold, in the preparation of a claim under this Policy.

Claims Condition 4 - Claim preparation costs and fees does not apply to Policy B - Government Audit Costs, Appeal Expenses and Legal Defence Expenses.

5. Our approval needed for repairs

Except for essential temporary repairs permitted under Additional Benefit 2 - Emergency and temporary protection costs of Policy 1 - Insured Property, You are not authorised to commence repairs without Our approval which We will not unreasonably withhold.

6. Repairs or Replacement

We have the right to nominate the repairer or supplier to be used, and where reasonable and appropriate We will seek Your cooperation in selecting the repairer or supplier. Unless We otherwise advise in writing, if after We have assessed Your claim, You are required to enter into a contract with a third party to replace or reinstate damaged Insured Property that We have agreed to pay, where reasonable depending on the claims circumstance You may need to enter into that agreement with the third party as Our agent.

7. You must assist Us

Where reasonable You must:

- a. comply with all the requirements of this Policy; and



- b. give Us all relevant information and assistance which We reasonably require in relation to the claim and any proceedings.

8. False or misleading information

We may deny part or all of Your claim if You are not truthful and frank in any statement You make in connection with a claim or if a claim is fraudulent or false in any respect.

We may also report any suspected fraudulent act to the police for further investigation.

9. Salvage value

We are entitled to any salvage value on recovered items and Damaged items that have been replaced.

10. Contribution and other insurance

When making a claim, You must notify Us of any other insurance that You're aware will or may, whether in whole or in part, cover any loss insured under Your Policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to You or any other person) which covers the same loss, damage or liability You must provide Us with any reasonable assistance We require to make a claim for contribution from any other insurer(s) subject to the Insurance Contracts Act 1984 (Cth).

11. Preventing Our right of recovery

If You've agreed with or told someone who caused You loss, damage or liability covered by Your Policy that You won't hold them responsible then, to the extent We've been prejudiced by this act, We won't cover You for that loss, damage or liability.



Policy 1 - Insured Property

What We Insure

If selected and shown in the Schedule, We will insure You up to the Sum Insured shown for Policy 1 in the Schedule for Damage to Your Insured Property which occurs during the Period of Insurance.

Additional Benefits

When the Sum Insured under Policy 1 is not otherwise expended We will pay the following incurred as a result of Damage to Your Insured Property that is admitted as a claim under Policy 1 for:

1. Architects' and professional fees, removal of debris

- a. the cost of architects' fees, surveyors' fees and other professional fees;
 - b. the cost of removal, storage and/or disposal of debris, being the residue of Your Damaged Insured Property (including debris required to be removed from adjoining or adjacent public or private land), Damaged Lot Owners' and occupiers' Contents and of anything which caused the Damage;
 - c. the cost of dismantling, demolishing, shoring up, propping, underpinning, or other temporary repairs;
 - d. the cost of demolition and disposal of any undamaged portion of Your Insured Property including undamaged foundations and footings in accordance with a demolition order issued by a public or statutory authority;
- that You necessarily incur in the Replacement of Your Insured Property.

2. Emergency and temporary protection costs

Reasonable cost of temporary protection and safety or emergency repairs in pursuance of Your duty to minimise insured loss and avoid further losses.

We will not pay more than \$7,500 for this Additional Benefit unless You first obtain Our written consent prior to You incurring costs in excess of this amount, which will not be unreasonably withheld.

3. Government fees, contributions or imposts

Fees, contributions or imposts required to be paid to any public or statutory authority to obtain their authority to rebuild, repair or replace Your Insured Property, but We will not pay for any fine or penalty imposed by any such authority.

4. Legal fees

Legal fees You necessarily incur in making submissions and/or applications to any public or statutory authority, Builders Licensing Board, or Land and Environment Courts.

5. Emergency services

Damage to Your Insured Property caused by emergency services such as police, fire brigade, ambulance or others acting under their control, in gaining access to Your Insured Property in the lawful pursuit of their duty.

6. Lot/Unit internal wall coverings or paint

Where the Strata Legislation excludes paint and wallpaper within Lot Owners' Lots/Units from the definition of Building, and the Sum Insured under Policy 1 is not otherwise expended in respect of any

one Event We will pay for the cost of repainting or re-wallpapering the internal walls or ceilings of a Lot/Unit at Your Situation if they are Damaged by an Event claimable under Policy 1. Our liability under this Additional Benefit is limited to the room, hallway or passageway where the Damage occurs.

Special Benefits

The following Special Benefits are included in addition to the Sum Insured for Policy 1.

1. Temporary Accommodation / Rent / contributions / storage

a. Temporary Accommodation

When You occupy Your Lot/Unit We will pay the reasonable cost of Temporary Accommodation You necessarily incur if Your Lot/Unit is made unfit to be occupied for its intended purpose due to:

- i. Damage to Your Insured Property that is admitted as a claim under Policy 1; or
- ii. reasonable access to or occupancy of Your Lot/Unit being prevented by Damage from an Event claimable under Policy 1 happening to other property in the immediate vicinity.

We will pay:

- under Clause a.i. from the time of the Event until the time Your Lot/Unit can be re-occupied following completion of rebuilding, repairs or Replacement; and
- under Clause a.ii. from the time of the Event until the time when access to Your Lot/Unit is re-established.

b. Rent

When You have leased out or can substantiate by means of a signed agreement that You would have leased out Your Lot/Unit or Common Area We will pay the actual Rent You lose or would have lost if Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose due to:

- i. Damage to Your Insured Property that is admitted as a claim under Policy 1; or
- ii. reasonable access to or occupancy of Your Lot/Unit or Common Area being prevented by Damage from an Event claimable under Policy 1 happening to other property in the immediate vicinity;
- iii. disruption to Your Tenants' occupancy of Your Lot/Unit or Common Area that is made partially unfit to be occupied for its intended purpose.

We will pay:

- under Clause b.i. from the time of the Event until the time Your Lot/Unit or Common Area is relet following completion of rebuilding, repairs or Replacement provided You demonstrate You have taken all reasonable actions to obtain a new Tenant; and
 - under Clause b.ii. from the time of the Event until the time when access to Your Lot/Unit or Common Area is re-established;
 - under Clause b.iii. the cost You necessarily incur to abate the Rent of Your Tenant during this disruption from the time of the Event until the time when this disruption has ceased but in all not exceeding a maximum of three months.
- c. Disease, murder and suicide



We will pay for:

- i. the cost of Temporary Accommodation You necessarily incur;
- ii. the actual Rent You lose;

if You are not permitted to occupy Your Lot/Unit or Common Area by order of the police, a public or statutory authority, other body, entity or person so empowered by law, due to:

- the discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plant cooling towers and the like;
- a human infectious or contagious disease, except for communicable disease;
- murder or suicide;

occurring at Your Situation.

We will pay from the time the order is invoked until the time the order is revoked, or for a period of 30 days, whichever first occurs.

d. Failure of supply services

We will pay for:

- i. the cost of Temporary Accommodation You necessarily incur;
- ii. the actual Rent You lose;

if Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose by the failure of electricity, gas, water or sewerage services resulting from Damage by an Event claimable under Policy 1 happening to property belonging to or under the control of any such supply authority, provided the failure of services extends for more than 48 hours We will pay from the time of the failure until the time such services are reinstated, or for a period of 30 days, whichever first occurs.

e. Cost of reletting

When You have leased out Your Lot/Unit or Common Area We will pay reasonable reletting costs up to \$1,500 a Lot/Unit or Common Area if it is made unfit to be occupied for its intended purpose due to:

- i. Damage to Your Insured Property that is admitted as a claim under Policy 1; and
- ii. Your Tenant at the time of the Event subsequently advises they will not be reoccupying the Lot/Unit or Common Area they previously leased.

f. Meeting room hire

We will pay up to \$5,000 for the cost of hiring temporary meeting room facilities for the purpose of holding Your annual general meeting or committee meetings if You are unable to occupy the meeting room facilities forming part of Your Insured Property due to Damage to Your Insured Property that is admitted as a claim under Policy 1.

We will pay from the time of the Event until the time when access to Your meeting room facilities are re-established.

g. Lot Owners' contributions and fees

We will pay, up to \$2,000 per Lot/Unit, for contributions, levies, maintenance and other fees You are required to pay during the period Your Lot/Unit is made unfit to be occupied for its intended purpose due to Damage to Your Insured Property that is admitted as a claim under Policy 1.

h. Lot Owners' removal and storage costs

We will pay the reasonable costs You necessarily incur in:

- i. removing undamaged Lot Owners' Contents to the nearest place of safe keeping;
- ii. storing undamaged Lot Owners' Contents at that place or an equivalent alternate place;
- iii. returning undamaged Lot Owners' Contents to Your Situation when occupancy of their Lot/Unit is permitted;
- iv. insuring undamaged Lot Owners' Contents during such removal, storage and return;

following Damage to Your Insured Property that is admitted as a claim under Policy 1 that renders the Lot/Unit unfit to be occupied for its intended purpose.

i. Lot Owners' travel costs

When You have leased out Your Lot/Unit We will, if Your Lot/Unit is made unfit to be occupied for its intended purpose due to Damage to Your Insured Property that is admitted as a claim under Policy 1, We will pay up to \$250 per Lot/Unit for reasonable travel costs You incur in visiting Your Lot/Unit for the purpose of consulting with claim adjusters and/or building repairers.

We will not pay unless You first obtain Our consent to incur such travel costs, which will not be unreasonably withheld.

The combined total amount We will pay under Special Benefit 1 - Temporary Accommodation / Rent / contributions / storage

- a. to i. arising out of any one Event that is admitted as a claim under Policy 1 is limited to the percentage of the Building Sum Insured for Policy 1 as shown in the Schedule or such other percentage as We may agree in writing.

2. Emergency accommodation

When You occupy Your Lot/Unit for residential purposes We will pay up to \$2,500 a Lot/Unit for the reasonable cost of emergency accommodation You necessarily incur if Your Lot/Unit is made unfit to be occupied for its intended purpose due to:

- a. Damage to Your Insured Property that is admitted as a claim under Policy 1; or
- b. reasonable access to or occupancy of Your Lot/Unit being prevented by Damage from an Event claimable under Policy 1 happening to other property in the immediate vicinity.

3. Alterations/additions

When You make alterations, additions or renovations to Your Insured Property during the Period of Insurance We will during the construction period pay up to \$250,000 for Damage to such alterations, additions or renovations by an Event claimable under Policy 1 – Insured Property provided:

- i. the value of such work does not exceed that amount; or
- ii. You notify Us and We otherwise agree in writing before the commencement of such work;

but We will not pay it, under the terms and conditions of the contract You have signed with the builder, contractor or similar entity, such party is required to effect cover under a Contract Works or similar insurance policy that insures material damage.

4. Arson reward

We will pay a total reward of up to \$10,000 for information (irrespective of the number of people supplying information) which leads to a conviction for arson, theft, vandalism or malicious damage provided such Damage to Your Insured Property is claimable under Policy 1. We will pay the reward to the person or persons providing

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such relevant information or in such other manner as We may reasonably decide.

5. Electricity, gas, water and similar charges – excess costs

We will pay up to \$2,000 for the cost of increased usage, accidental discharge or additional management charges of metered electricity, gas, sewerage, oil and water You are required to pay following Damage to Your Insured Property that is admitted as a claim under Policy 1.

6. Electricity, gas, water and similar charges – unauthorised use

We will pay up to \$2,000 any one Period of Insurance for the cost of metered electricity, gas, sewerage, oil and water You are legally required to pay following its unauthorised use by any person taking possession or occupying Your Insured Property without Your consent.

We will not pay unless all practicable steps are taken to terminate such unauthorised use as soon as reasonably practicable after You become aware of it.

7. Fusion of motors

We will pay up to \$5,000 for the cost of repairing or replacing an electric motor forming part of Your Insured Property Damaged by Fusion.

If the motor forms part of a sealed unit We will also pay for the cost of replacing gas.

If the motor in a sealed unit cannot be repaired or replaced because of the unit's inability to use a different type of refrigerant (a new gas as required by regulation) or parts are no longer available then We will only pay the cost that would have been incurred in replacing with an equivalent modern day appliance. If an equivalent modern day appliance is not available, then one as close as possible equivalent will be the basis of any claim.

We will not pay for:

- a. motors under a guarantee or warranty or maintenance agreement;
- b. other parts of any electrical appliance nor for any software;
- c. lighting or heating elements, fuses, protective devices or switches;
- d. contact at which sparking or arcing occurs in ordinary working.

How We will settle Your Fusion claim

If Your claim is accepted, We will settle Your claim reasonably in one of the following ways:

- a. repairing the Insured Property;
- b. replacing the Insured Property; or
- c. paying for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Fusion.

We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

8. Environmental improvements

If Damage to Your Insured Property is admitted as a claim under Policy 1 and the cost to rebuild, replace or repair the Damaged portion is more

than 25% of what the cost would have been had Your Insured Property been totally destroyed We will, in addition to the cost of environmental improvements claimable under Policy 1, also pay up to \$20,000 for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar energy and grey water recycling systems.

9. Exploratory costs, Replacement of defective parts

We will pay for the reasonable exploratory costs You necessarily incur in locating the source of bursting, leaking, discharging or overflowing of tanks, apparatus or pipes used to hold or carry liquid of any kind.

We will also pay for reasonable costs incurred in:

- a. repairing the area of Your Insured Property Damaged by such exploratory work;
- b. repairing or replacing the defective part or parts of such tanks, apparatus or pipes, to a limit of \$1,000;
- c. rectifying contamination Damage or pollution Damage to land at Your Situation caused by the escape of liquid, to a limit of \$1,000.

We will not pay for any of these costs if the bursting, leaking, discharging or overflowing is caused by a building defect, building movement, faulty workmanship, rust, oxidation, corrosion, Wear and Tear, gradual corrosion, gradual deterioration, Earth Movement or by trees, plants or their roots.

10. Fire extinguishing

We will pay for the reasonable costs and expenses You necessarily incur in:

- a. extinguishing a fire at Your Situation, or in the vicinity of Your Situation and threatening to involve Your Insured Property or for the purpose of preventing or diminishing Damage including the costs to gain access to any property;
- b. replenishing fire fighting appliances, replacing used sprinkler heads, and resetting fire, smoke and security alarm systems;
- c. shutting off the supply of water or any other substance following the accidental discharge or escape of such substances from fire protective equipment.

11. Funeral expenses

When a Lot/Unit is occupied by the Lot Owner We will pay up to \$5,000 a Lot/Unit for funeral expenses if the Lot Owner, or a family member who permanently resides with the Lot Owner, dies as the direct consequence of Damage to Your Insured Property that is admitted as a claim under Policy 1.

12. Keys, lock Replacement

We will pay up to \$5,000 for the reasonable costs You necessarily incur in:

- a. re-keying or re-coding locks together with replacement keys; or
- b. replacing locks with locks of a similar type and quality if they cannot be re-keyed or re-coded;

if the keys to Your Insured Property are stolen as a consequence of forcible entry into or out of:

- i. any building forming part of such property;
- ii. the premises of a keyholder; or
- iii. during the hold-up of a person who normally has the keys in their possession.

We will not pay if there are reasonable grounds to believe the keys



or codes have been stolen or duplicated by any occupant or previous occupant of Your Insured Property, or by their family or friends.

13. Landscaping

We will pay the lesser of 1% of the Building Sum Insured under Policy 1 or \$100,000, for the reasonable costs You or a Lot Owner necessarily incur in replacing or repairing Damaged trees, shrubs, plants, lawns or rockwork at Your Situation lost or Damaged by an Event claimable under Policy 1.

For fallen trees or branches that have caused Damage to Your Insured Property, We will pay up to \$5,000 for the reasonable professional costs You necessarily incur for their removal and disposal.

We will not pay for removal or disposal of trees or branches that have fallen and not Damaged Your Insured Property.

14. Modifications

When a Lot/Unit is occupied by the Lot Owner We will pay up to \$25,000 a Lot/Unit for modifications to that Lot/Unit if the Lot Owner is physically injured and becomes a paraplegic or quadriplegic as the direct consequence of Damage to Your Insured Property that is admitted as a claim under Policy 1.

This Benefit only applies if the paraplegia or quadriplegia has continued for a period of not less than six months from the date of the Event and is substantiated by a legally qualified medical practitioner.

15. Money

We will pay up to \$25,000 for loss of Your money while in the personal custody of an Office Bearer or committee member of Yours, or of Your Body Corporate Manager/Agent while acting on Your behalf.

We will not pay for fraudulent misappropriation, larceny or theft or any attempt thereof by:

- a. any person in Your employment;
- b. a Lot Owner, including any family member permanently residing with them; or
- c. a proxy of a Lot Owner.

16. Mortgage discharge

We will pay up to \$5,000 to discharge any mortgage over Your Insured Property if it becomes a total loss, is not replaced and we have paid the Sum Insured payable under Policy 1.

17. Personal property of others

We will pay up to \$10,000 for the Indemnity Value of personal property of others (including employees) which is Damaged by an Event claimable under Policy 1 while in Your physical or legal control.

18. Pets, security dogs

When a Lot/Unit is occupied solely for residential purposes, We will pay up to \$1,000 a Lot/Unit for the reasonable costs You necessarily incur for boarding pets or security dogs if the Lot/Unit is rendered unfit for its intended purpose by Damage to Your Insured Property that is admitted as a claim under Policy 1 and Temporary Accommodation does not allow pets or security dogs.

19. Purchaser's interest

We will cover a purchaser's legal interest in Your Insured Property, in accordance with the terms and conditions of Policy 1, when the purchaser has signed an agreement to buy part of or all of such

property.

20. Damaged office records

We will pay up to \$50,000 for the reasonable expenditure You necessarily incur in collating information, preparing, rewriting or reproducing records, books of account, Electronic Data and valuable papers directly related to Your Insured Property which are Damaged by an Event claimable under Policy 1, while anywhere in Australia.

21. Removal, storage costs

We will pay up to \$25,000 for the reasonable costs You necessarily incur in:

- a. removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;
- b. storing such undamaged portion at that place or an equivalent alternate place;
- c. returning such undamaged portion to the Situation when restoration work is completed;
- d. insuring Your undamaged Insured Property during such removal, storage and return;

following Damage to Your Insured Property that is admitted as a claim under Policy 1.

22. Removal of squatters

We will pay up to \$1,000 any one Period of Insurance for legal fees You necessarily incur to repossess Your Insured Property or a Lot/Unit if squatters are living in it.

We will not pay unless You first obtain Our consent to incur such legal fees, which We will not unreasonably withhold.

23. Title deeds

We will pay up to \$5,000 for the reasonable costs You necessarily incur in replacing Title Deeds to a Lot/Unit or Your Insured Property if Damaged by an Event claimable under Policy 1, while anywhere in Australia.

24. Water removal from basement

We will pay up to \$2,000 for the reasonable costs You necessarily incur in removing water from the basement or undercroft area of Your Insured Property if such inundation is directly caused by Storm or Rainwater.

We will not pay if the inundation is caused by any other Event that is not claimable under Policy 1.

Exclusions

1. We will not pay for damage caused by or arising directly or indirectly from:

- a. Storm or Rainwater to retaining walls, or caused by Flood if shown in the Schedule as not selected;
- b. lack of maintenance, rust, oxidation, corrosion, mould, mildew, Wear and Tear, fading, concrete or brick cancer, developing flaws, wet or dry rot, gradual corrosion or gradual deterioration or, failure to maintain Your Insured Property in a reasonably good state of repair. This includes when the damage to the Insured Property is caused by light, air, sand, the climate (which includes wind or rain) or the passage of time;
- c. overwinding, mechanical breakdown or derangement, electrical breakdown or derangement, or failure caused by

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electric current. However We will pay if the Damage is due to:

- i. Fusion of electric motors as covered under Special Benefit 7;
- ii. lightning;
- iii. power surge when such Event is confirmed by the supply authority; or
- iv. resulting fire Damage;

d. any Action of The Sea;

- e. vibration or from the removal or weakening of or interference with the support of land or buildings or any other property, Erosion or Earth Movement. However We will pay if the Damage is due to:

- i. earthquake or seismological disturbance, Tsunami, explosion, physical impact by aircraft;
- ii. bursting, leaking or overflowing of water tanks, pipes, drains, gutters or other water or liquid carrying apparatus;

- f. underground (hydrostatic) water. However We will pay if the Damage is due to bursting, leaking or overflowing of water tanks, pipes, or drains;

- g. the invasion of tree or plant roots nor for the cost of clearing pipes or drains blocked by any such invasion. However We will pay for water or liquid Damage resulting from blocked pipes or drains;

- h. inherent defect or latent defect that you were aware of, or a reasonable person in the circumstances would have been aware of;

- i. vermin, mice, rats, termites, insects, or by pecking, biting, chewing or scratching by birds or animals. However We will pay if any of these causes directly result in Damage from any other Event claimable under Policy 1 – Insured Property such as fire or glass breakage;

- j. the movement of swimming pools or spas or the accidental breakage, chipping or lifting of tiles of swimming pools or spas or their surrounds;

- k. water in swimming pools, spas or water tanks;

- l. normal settling, creeping, heaving, seepage, shrinkage, or expansion in buildings, foundations/footings, walls, bridges, roadways, kerbing, driveways, paths, garden borders and other structural improvements;

- m. smut or smoke from industrial operations (other than sudden or unforeseen Damage resulting therefrom);

- n. any process involving the application of heat being applied directly to any part of Your Insured Property. However We will pay if any other part of Your Insured Property is Damaged or destroyed by fire.

2. We will not pay for damage to:

- a. glass caused by artificial heat, during installation or removal, which has a crack or imperfection, or is required to be insured by any other party in terms of an occupancy agreement;
- b. carpets and other floor coverings resulting from staining, fading or fraying. However We will pay if the Damage directly results from any other Event claimable under Policy 1 – Insured Property;
- c. boilers (other than boilers used for domestic purposes), economisers or pressure vessels and their contents resulting

from the explosion thereof;

- d. Your Insured Property if it is vacant and undergoing demolition unless Our written consent to continue cover has been obtained before the commencement of demolition, which will not be unreasonably withheld;

- e. Your Insured Property directly resulting from construction, erection, alteration or addition where the value of such work exceeds \$500,000 unless Our written consent to continue cover has been obtained, which will not be unreasonably withheld, before the commencement of such work. However We will pay for Damage which results from any other Event claimable under Policy 1.

3. We will not pay for:

- a. demolition ordered by any public or statutory authority as a result of Your failure, or the failure of anyone acting on Your behalf, to comply with any lawful requirement or due to the incorrect siting of Your Insured Property;
- b. Damage caused by non-rectification of an Insured Property defect, error or omission that You were aware of, or should reasonably have been aware of;
- c. the cost of rectifying faulty or defective materials or faulty or defective workmanship, design or specification;
- d. consequential loss, including but not limited to any:
 - i. loss of use;
 - ii. loss of contract;
 - iii. loss of profit/revenue;
 - iv. loss of opportunity;
 - v. loss of goodwill and/or reputational damage; or
 - vi. special damages;
 other than specifically provided under an operative Additional Benefit or Special Benefit;
- e. Wear and Tear.

Claims - how We will settle Your claim

1. Rebuilding, Replacement or repair

If Your Insured Property is Damaged, and Your claim is accepted, after consultation with You, We will either rebuild, replace, repair or pay the amount it would cost to rebuild, replace or repair.

The amount We pay under Policy 1 will be the cost of Replacement at the time of Replacement subject to the following provisions:

- a. the necessary work of rebuilding, replacing or repairing (which may be carried out upon another site or in any manner suitable to Your requirements provided Our liability is not increased), must be commenced and carried out without unreasonable delay;
- b. where Your Insured Property contains any architectural or structural feature of an ornamental, heritage or historical character or where materials used in the original construction are not readily available We will use the nearest equivalent available to the original materials;
- c. if it is lawful, and with Our prior written consent, which will not be unreasonably withheld, You will not be required to actually rebuild any building destroyed but may purchase an alternative existing building or part thereof to replace all or



part of the one destroyed.

Such Replacement will be deemed to constitute Replacement for the purpose of this insurance provided Our liability is not increased;

- d. if You cause unreasonable delays in commencing or carrying out Replacement, We will not pay any extra costs that result from that delay;
- e. when We wish to rebuild, replace or repair and You do not want this to occur and submit a claim for cash settlement in lieu, We will only pay Indemnity Value which means We will:
 - i. reduce the amount payable after due consideration of age and condition of the property at the time of loss, We will ensure any reduction of the amount payable is fair and reasonable;
 - ii. not pay in excess of Indemnity Value of Your Insured Property; and
 - iii. seek release from further liability under this Policy.

We will not pay under Policy 1 as part of the cost of Replacement for the cost to:

- i. rebuild or replace Your undamaged Insured Property;
- ii. rebuild, replace or repair illegal installations.

2. Undamaged part of Insured Property, foundations and footings

If Your Insured Property is Damaged and any public or statutory authority requires Replacement to be carried out on another site We will pay for the value of any undamaged part of Your Insured Property, including foundations and footings, as though they had been destroyed.

If the sale value of the original Situation with such undamaged part is greater than without them We will deduct the amount of such difference from any settlement otherwise payable by Us.

3. Floor space ratio

If Your Insured Property is Damaged and Replacement is limited or restricted by any public or statutory authority requirement which results in the reduction of the floor space ratio index, We will pay:

- a. the difference between:
 - i. the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; and
 - ii. the estimated cost of Replacement at the time of Damage had the reduced floor space ratio index not applied;

alternatively We will pay:

- b.
 - i. the actual costs incurred in Replacement in accordance with the reduced floor space ratio index; plus
 - ii. the cost of purchasing an existing building or part thereof equivalent in size to the area by which the floor space ratio index has been reduced; or
 - iii. the cost of purchasing a block of land and the cost of Replacement thereon of Insured Property equivalent in size to the area by which the floor space ratio index has been

reduced;

provided that Our liability does not exceed the estimated cost of Replacement at the time of Damage had the reduced floor space ratio index not applied.

4. Land Value

We will pay the difference between Land Value before and after Damage if any public or statutory authority refuses to allow Your Insured Property to be replaced or only allows partial Replacement, less any sum paid by way of compensation by any such authority.

5. Electronic Data

We will pay the cost of reasonable and necessary expenses incurred to recreate, gather or assemble lost or Damaged Electronic Data, but not the value of the Electronic Data to You or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

Special Provisions

1. Under Clauses 2, 3 and 4, above, Our liability is limited to the extent to which the Sum Insured for Policy 1 is not otherwise expended.
2. Under Clauses 2 and 4, above, any differences relating to value may be referred to the Australian Property Institute Inc. who will appoint a qualified valuer whose decision will be final and binding.

Excesses

Earthquake Excess

For earthquake or seismological disturbance, where loss or Damage occurs during any one period of 72 consecutive hours, the Excess is \$500, or the Excess amount shown in the Policy Schedule, whichever is greater.

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Policy 2 – Liability to Others

What We Insure

If selected and shown in the Schedule, We will insure You up to the Limit of Liability shown in the Schedule for Policy 2, if You become legally responsible to pay compensation for Personal Injury or Property Damage resulting from an Occurrence in connection with the ownership of Your Common Area and Insured Property that happens during the Period of Insurance.

Further, We will pay:

- a. all legal costs and expenses incurred by Us;
- b. reasonable cost of legal representation You necessarily incur with Our written consent, which We will not unreasonably withhold, at a coronial inquest or inquiry into any death which may be the subject of a claim for compensation under Policy 2;
- c. other reasonable expenses You necessarily incur that We have agreed to reimburse; and
- d. all interest accruing after judgment has been entered against You until We have paid, tendered or deposited in court the amount that We are liable to pay following judgment;

In addition to the Limit of Liability shown in the Schedule for Policy 2.

For the avoidance of doubt, We agree to insure You up to the Limit of Liability specified in the Schedule for Policy 2 for:

1. Bridges, roadways, kerbing, footpaths, services

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from bridges, roadways, kerbing, footpaths, underground and overhead services You own at the Situation.

2. Car park liability

compensation You become legally responsible to pay for Personal Injury or Property Damage to Vehicles in Your physical or legal control where such Property Damage occurs in a car park You own at the Situation.

We will not pay if the Vehicle is owned or being used by You or is being used on Your behalf.

3. Fertiliser, pesticide, herbicide application

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from the application of any fertiliser, pesticide or herbicide to Insured Property.

We will not pay:

- a. unless the fertiliser, pesticide or herbicide has been applied in conformity with any public or statutory authority requirement or, in the absence of any such requirement, in conformity with the manufacturer's recommendations;
- b. for Damage to Insured Property, or its improvements including gardens and lawns, to which the fertiliser, pesticide or herbicide was being applied.

4. Hiring out of sporting and recreational facilities

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from the hiring out of sporting or recreational facilities (such as but not limited to tennis courts or swimming pools) owned by You.

5. Recreational activities

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from recreational or social activities arranged for and on behalf of Lot Owners and occupiers of Lots/Units.

6. Services

compensation You become legally responsible to pay for Personal Injury or Property Damage arising out of the service or services You provide for the benefit, general use and enjoyment of Lot Owners and occupiers of Lots/Units at Your Situation.

Services includes local council requirements for contractors (e.g. garbage) to enter Your Insured Property to perform related services.

We will not pay for any act of negligence of any council contractors on their part.

7. Watercraft

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from any Watercraft (not exceeding eight metres in length) owned by You, in Your possession or physical or legal control.

We will not pay if any such item is or should have been insured under legislation of the State or Territory of Australia in which it is being used.

8. Wheelchairs, domestic garden equipment, other Vehicles

compensation You become legally responsible to pay for Personal Injury or Property Damage arising from any wheelchair, domestic garden equipment including lawn mowers, golf cart, golf buggy or other Vehicle owned by You, in Your possession or physical or legal control.

We will not pay if any such item is or should have been registered and/or insured under legislation in the State or Territory of Australia in which it is being used.

9. Court appearance

We will pay compensation of \$250 per day if We require a Member or Your Body Corporate Manager/Agent to attend a Court as a witness in connection with a claim under Policy 2.

Exclusions

We will not pay for any claim:

1. in connection with any liability for Personal Injury to any employee arising out of or in the course of their employment with You;
2. in respect of liability imposed by the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated;
3. in respect of:
 - a. damage to property belonging to, rented by or leased by You or in Your physical or legal control, other than as provided under the operative items of Policy 2;
 - b. damage to property belonging to any person who is deemed a worker or employee within the provisions of any workers' compensation, accident compensation or similar legislation applying where Your Insured Property is situated;
 - c. injury to or death of animals on Your Common Area;
 - d. Personal Injury or Property Damage caused by animals on Your Common Area other than guard or watch dogs You employ for security purposes.



4. arising out of the rendering or failure to render professional advice by You or any error or omission connected therewith. This exclusion does not apply to the rendering or failure to render professional medical advice by a legally qualified medical practitioner, legally qualified registered nurse, dentist or first aid attendant You use to provide first aid services at Your Situation.
5. arising out of the publication or utterance of a defamation, libel or slander:
 - a. made prior to the commencement of Policy 2;
 - b. made by You or at Your direction when You knew it to be false.
6. arising out of the ownership, possession or use by You of any Vehicle, Watercraft, hovercraft, aircraft or aircraft landing areas other than as provided under the operative items of Policy 2.
7. arising out of or in connection with the ownership of marinas, wharves, jetties, docks, pontoons or similar type facilities (whether fixed or floating) if such facilities are used for commercial purposes or provide fuel distribution facilities, unless We otherwise agree in writing.
8. arising out of construction, erection, demolition, alterations or additions to Your Insured Property where the cost of such work exceeds \$500,000, unless You advise Us and obtain Our written consent, which We will not unreasonably withhold, to continue cover before commencement of such works.
9. arising from vibration or from the removal or weakening of or interference with the support of land or buildings or any other property.
10. arising under the terms of any agreement unless liability would have attached to You in the absence of such agreement. This exclusion does not apply to:
 - a. liability assumed by You under any contract or lease of real or personal property;
 - b. liability assumed by You in the course of ownership of Your Common Area and Insured Property under the terms of any written agreement with the company, person or firm appointed to manage ownership of Your Common Area and Insured Property except where liability arises out of:
 - i. any act of negligence on their part; or
 - ii. by their default in performing their obligations under such agreement.
11. arising out of or caused by the discharge, dispersal, release or escape of Pollutants into or upon property, land, the atmosphere, or any water course or body of water. This exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place during the Period of Insurance.
12. arising out of or incurred in the prevention, removing, nullifying or clean-up of any contamination or pollution. This exclusion does not apply to clean-up, removal or nullifying expenses only which are incurred after a sudden, identifiable, unexpected and unintended happening which takes place in its entirety at a specific time and place during the Period of Insurance.
13. for fines or penalties or for punitive, aggravated, exemplary or additional damages (including interest and costs) imposed against You.
14. made or actions instituted:
 - a. outside Australia;

- b. which are governed by the laws of a foreign country.

Definitions

The words listed below have been given a specific meaning and apply to Policy 2 when they begin with a capital letter.

Occurrence

means an Event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Property Damage neither expected nor intended to happen by You.

Personal Injury

means:

- a. bodily injury (including death and illness), disability, fright, shock, mental anguish or mental injury;
- b. false arrest, wrongful detention, false imprisonment or malicious prosecution;
- c. wrongful entry or eviction or other invasion of the right of privacy;
- d. a publication or utterance of defamatory or disparaging material;
- e. assault and battery not committed by You or any Lot Owner or at Your or their direction unless committed for the purpose of preventing or eliminating danger to person or property;

which happens during the Period of Insurance anywhere in Australia.

Pollutants

means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Property Damage

means:

- a. physical damage to or destruction of tangible property including its loss of use following such physical damage or destruction; or
- b. loss of use of tangible property which has not been physically damaged or destroyed provided that the loss of use has been caused by an Occurrence;

which happens during the Period of Insurance anywhere in Australia.

Residential Fire and Burglary Insurance Plan



Policy 3 – Voluntary Workers

What We Insure

If selected and shown in the Schedule, We will pay to a Voluntary Worker, or that person's estate, the corresponding benefit set out in the Table of Benefits below in the event of such Voluntary Worker sustaining bodily injury during the Period of Insurance:

- a. whilst voluntarily engaged in work on Your behalf; and
- b. caused solely and directly by accidental, external and visible means; and
- c. which, independently of any other cause results in the following insured events.

Table of Benefits

Insured event	Benefit
1. Death	\$200,000
2. Total and irrecoverable loss of all sight in both eyes	\$200,000
3. Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot	\$200,000
4. Total and permanent loss of the use of one hand or of the use of one foot	\$100,000
5. Total and irrecoverable loss of all sight in one eye	\$100,000
6.a. Total Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Total Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	\$2,000
6.b. Partial Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Partial Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	\$1,000
7. The reasonable cost of domestic assistance certified by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities – in respect of each week of disablement a weekly benefit not exceeding \$500 up to a maximum of:	\$5,000
8. The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury to obtain medical treatment – up to maximum of:	\$2,000
9. The reasonable cost of home tutorial expenses if the Voluntary Worker is a full time student – in respect of each week of Total Disablement a weekly benefit not exceeding \$250 up to a maximum of:	\$2,500
10. The reasonable cost of burial or cremation of a Voluntary Worker up to a maximum of:	\$5,000

Exclusions

We will not pay any benefits with respect to any insured events referred to in the Table of Benefits:

- a. arising out of intentional self-injury or suicide, or any attempt;
- b. attributable wholly or in part to childbirth or pregnancy, notwithstanding that miscarriage or childbirth may have been accelerated or induced by the bodily injury sustained;
- c. arising out of a Voluntary Worker being under the influence of alcohol or any drug, other than a drug prescribed by a qualified medical practitioner;
- d. to children under the age of 12 years;
- e. for bodily injury that does not manifest itself within 12 months of sustaining such bodily injury;
- f. arising out of a Voluntary Worker failing to procure and follow proper medical advice from a legally qualified medical practitioner;
- g. which is covered by Medicare, any workers' compensation legislation, any transport accident legislation, any common law entitlement, any government sponsored fund, plan or medical benefit scheme or any other insurance policy required to be effected by or under law;
- h. which would result in Us contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth);
- i. for more than one of insured events 6.a. and 6.b. in respect of the same period of time;
- j. under insured events 6.a. and 6.b. in respect of persons not in receipt of wages, salaries or other remuneration from their personal exertion.

Conditions

The following conditions apply:

- a. If a Voluntary Worker becomes entitled to benefits under more than one of the insured events 1 to 5 in respect of the same bodily injury, the benefits payable will be cumulative up to 100% of the benefit payable for insured event 1.
- b. After the occurrence of any one of the insured events 2 to 5 there will be no further liability under Policy 3 – Voluntary Workers for these insured events in respect of the same Voluntary Worker.
- c. In the event of a claim involving the death of a Voluntary Worker We will be entitled to have a post-mortem examination carried out at Our expense.

Definitions

The words listed below have been given a specific meaning and apply to Policy 3 when they begin with a capital letter.

Partial Disablement

means Partial Disablement which entirely prevents a Voluntary Worker from carrying out the normal duties of such person's usual occupation, profession or business or, where such person engages in more than one occupation, profession or business, any of them.

Total Disablement

means Total Disablement which entirely prevents a Voluntary Worker from carrying out all of the normal duties of such person's usual occupation, profession or business or, where such person engages in more than one occupation, profession or business, all of them.



Policy 4 – Fidelity Guarantee

What We insure

If selected and shown in the Schedule, We will pay, up to the Sum Insured shown in the Schedule, in respect of fraudulent misappropriation of Your Funds committed during the Period of Insurance.

Exclusions

We will not pay for:

1. any fraudulent misappropriation unless and until You have exhausted Your rights and entitlements to payment pursuant to any other fidelity bond or fidelity fund of whatsoever nature which might exist whether effected pursuant to statute or otherwise;
2. any fraudulent misappropriation committed after the initial discovery of loss;
3. any losses arising out of fraudulent misappropriation committed prior to the commencement of Policy 4;
4. any claims arising out of losses discovered more than 12 months after the expiry of Policy 4, or any renewal thereof.

Definitions

The word listed below has been given a specific meaning and applies to Policy 4 when it begins with a capital letter.

Funds

means money, securities or tangible property received by You, or collected on Your behalf, which has been or was to be set aside for the financial management of Your affairs. Funds do not include the personal money, securities or tangible property of Lot Owners or Members.

Residential Strata Insurance Plan



Policy 5 – Office Bearers' Legal Liability

This Policy 5 – Office Bearers' Legal Liability is issued on a Claims made and notified basis. This means Policy 5 responds to Claims first made against You during the Period of Insurance and notified to Us during the same Period of Insurance.

What We insure

If selected and shown in the Schedule, We will, subject to any Excess specified in the Schedule:

- pay on Your behalf all Loss for which You are not indemnified by Your Body Corporate; or
- pay on behalf of Your Body Corporate all Loss for which they grant indemnification to You, as permitted or required by law, or for which Your Body Corporate is vicariously liable at law,

arising from any Claim:

- a. first made against:
 - i. You, individually or otherwise; or
 - ii. Your Body Corporate Manager/Agent while acting as an Office Bearer;
 during the Period of Insurance; and
- b. reported to Us during the Period of Insurance or within 30 days thereafter.

Provided that Claims which do not comply with all of Clause a. and b. of this insuring clause are not, other than as provided under Special Benefit 2 – Continuous cover of Policy 5 – Office Bearers' Legal Liability, the subject of this insurance or any indemnity.

The amount payable in respect of all Claims under Policy 5 will not in the aggregate exceed the Limit of Liability stated in the Schedule, inclusive of claimant's costs and expenses and Defence Costs incurred by Us, during the currency of any one Period of Insurance.

Special Benefits

1. Payment of Defence Costs

In relation to any Claim under Policy 5:

- a. where indemnity has been confirmed by Us in writing, We will pay Defence Costs arising from such Claim;
- b. where indemnity has not been confirmed by Us in writing, We will:
 - i. where We conduct the defence or settlement of such Claim, pay Defence Costs arising from such Claim; or
 - ii. in any other case, reasonably decide to pay the Defence Costs arising from such Claim.

Provided always that in the event the Claim is withdrawn or that indemnity under Policy 5 is subsequently withdrawn or denied, We will cease to advance Defence Costs and You will refund any Defence Costs advanced by Us to the extent that You were not entitled to such Defence Costs, unless We agree in writing to waive recovery of such Defence Costs.

2. Continuous cover

Should a Claim, fact or circumstance arise which should have been or could have been notified to Us during a prior Period of Insurance

of Policy 5 or under an earlier Office Bearers' Legal Liability Insurance Policy issued by Us, We will accept the notification of such Claim, fact or circumstance under Policy 5, provided always that:

- a. We have continuously been the Insurer under an Office Bearers' Legal Liability Insurance Policy between the date when such notification should have been given and the date when such notification was in fact given; and
- b. the terms and conditions applicable to this Special Benefit 2 – Continuous cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Policy 5 under which the notification should have or could have been given.

3. Extended period of cover

Should a Claim, fact or circumstance arise within a period of 30 days following the expiry date of Policy 5 and Your renewal instructions have not been received We will, subject to Your renewal instructions being received by Us within that period, accept the notification of such Claim, fact or circumstance under Policy 5.

Provided always that the terms and conditions applicable to this Special Benefit 3 – Extended period of cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Policy 5 during the immediate prior Period of Insurance.

Exclusions

We will not pay for:

1. Claims arising from circumstances which You knew of prior to the Policy 5 inception, or a reasonable person in the circumstances could be expected to know, to be circumstances which may give rise to a Claim against You;
2. any dishonest or fraudulent act, criminal act or malicious act or omission of Yours or of any person at any time employed by You, but this exclusion will not apply to the costs incurred by You in successfully defending any Claim or suit made against You;
3. Claims for death, bodily injury, sickness, disease (including communicable disease), or damage to property. However this exclusion will not apply to loss or damage to Documents which are Your property, or entrusted to You, or costs and expenses incurred by You in replacing or restoring such Documents;
4. Claims resulting from Your intentional decision not to effect and maintain insurances as required by the Strata Legislation applying where Your Insured Property is situated;
5. Claims arising out of a publication or utterance of a libel or slander or other defamatory or disparaging material;
6. fines, penalties, punitive or exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages;
7. You gaining or having gained any personal profit or advantage to which You were not legally entitled or for which You may be held accountable to the Body Corporate or any individual Member thereof;
8. monies or gratuity given to You without authorisation by the Body Corporate where such authorisation is necessary pursuant to the Articles of the Body Corporate or prescribed law;
9. a conflict of duty or interest of Yours;
10. any intentional exercise of the powers of You for a purpose other than the purpose for which such powers were conferred by the



Articles of the Body Corporate;

11. any Wrongful Act made or threatened or in any way intimated on or before the inception date specified in the Schedule, except as otherwise provided in Special Benefit 2 – Continuous cover of Policy 5;
12. Claims first notified to Us after the expiry of Policy 5, except as otherwise provided in Insuring Clause b. of Policy 5;
13. Claims brought against Your Body Corporate Manager/Agent, other than as covered under a.ii. of the Insuring Clause hereof, or other contracted person(s), firm or company when acting in their professional capacity;
14. Claims brought against You in a Court of Law outside Australia.

Conditions

Defence and settlement

If You refuse to consent to any settlement recommended by Us and elect to continue any legal proceedings in connection therewith, Our liability for the Claim will not exceed the amount for which the Claim could have been settled including the costs and expenses incurred up to the date of such refusal.

The amount for which the Claim could have been settled (including the costs and expenses incurred up to the date of such refusal) is either:

- a. the amount for which the claimants offer to settle the Claim; or
- b. the amount assessed by a Senior Counsel, taking into account:
 - i. the economics of the matter;
 - ii. the damages and costs which are likely to be recovered from the claimants;
 - iii. the likely Defence Costs; and
 - iv. Your prospects of successfully defending the Claim.

If You and We cannot agree on the Senior Counsel, We will ask the President of the Bar Association in the relevant State or Territory to nominate one.

We will include the cost of the Senior Counsel's opinion in Your Defence Costs.

Reporting and notice

A specific Wrongful Act will be considered to have been first reported to Us:

- a. at the time You first give written notice to Us that a Claim has been made against You for such Wrongful Act; or
- b. at the time You first give written notice to Us:
 - i. having the potential of giving rise to a Claim being made against You;
 - ii. of the receipt of written or oral notice from any party that it is the intention of such party to hold You responsible for such Wrongful Act;

whichever first occurs.

Definitions

The words listed below have been given a specific meaning and apply to Policy 5 when they begin with a capital letter.

Claim, Claims

means:

- a. a written or verbal allegation of any Wrongful Act; or
- b. a civil proceeding commenced by the service of a complaint, summons, statement of Claim or similar pleading alleging any Wrongful Act; or
- c. a criminal proceeding commenced by a summons or charge alleging any Wrongful Act.

Defence Costs

means costs, charges and expenses (other than Your fees, salaries or salaries of Your employees) incurred by Us or with Our written consent (such consent not to be unreasonably withheld) in the investigation, defence, monitoring or settlement of any Claim or proceedings and appeals therefrom together with the costs of appeal.

Documents

means deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms and documents of any nature whether written, printed or reproduced by any other method but does not include currency notes or negotiable instruments of any kind.

Loss

means the amount payable in respect of a Claim made against You for a Wrongful Act and will include damages, judgements, settlements, orders for costs and Defence Costs.

Office Bearer

means:

- a. a person appointed by the Body Corporate to act as an Office Bearer or committee member in terms of the Strata Legislation applying where Your Insured Property and Common Area is situated;
- b. a Body Corporate Manager appointed as an agent of an Office Bearer and/or committee member;
- c. a person invited by an Office Bearer and/or committee member to assist in the management of the Body Corporate affairs.

Wrongful Act

means any error, misstatement, act or omission, or neglect or breach of duty made, committed, attempted or allegedly made, committed or attempted by You or any matter claimed against You solely by reason:

- a. of You serving as an Office Bearer or committee member or director of the Body Corporate; or
- b. as an Office Bearer on a related building management committee provided at the time of serving as an Office Bearer on that committee You are also an Office Bearer or committee member or nominee or director of Your Body Corporate.

Where any such Wrongful Act results in more than one Claim all such Claims will jointly constitute one Loss and be deemed to have originated in the earliest Period of Insurance in which any of such Wrongful Acts is first reported to Us.

Residential Sample Insurance Plan



Policy 6 – Machinery Breakdown

What We insure

If selected and shown in the Schedule, We will insure You up to the Sum Insured for Policy 6 shown in the Schedule for Insured Damage provided that the Insured Item is within Your Situation and is in the ordinary course of working at the time Damage occurs.

The amount We pay will:

- be calculated in accordance with the clause herein titled 'Claims - how We will settle Your claim';
- be subject to the application of any Excess shown in the Schedule; and
- not exceed the Sum Insured stated in the Schedule.

Additional Benefits

Additional Benefits are included when the Sum Insured under Policy 6 is not otherwise expended in respect of any one Event. We will pay for the reasonable cost of:

1. expediting repair including overtime working;
2. express or air freight;
3. replacing oil and refrigerant gas from air-conditioning units or refrigeration units;
4. hiring a temporary replacement item provided such cost is necessary to maintain a vital service provided by You.

These costs must be incurred as the result of Insured Damage.

Special Benefit

Special Benefit for Loss of Rent and/or Temporary Accommodation following a breakdown of plant and equipment is included in addition to the Sum Insured under Policy 6.

We will pay for the reasonable cost of:

1. Temporary Accommodation You necessarily incur;
2. the actual Rent You lose;

if Your Lot/Unit or Common Area is made unfit to be occupied for its intended purpose by the breakdown of plant and equipment resulting from Damage by an Event claimable under Policy 6 provided the breakdown of plant and equipment extends for more than seven days We will pay from the time of the breakdown of plant and equipment until the time such plant and equipment is repaired or replaced.

Unless otherwise agreed in writing, Our liability for Loss of Rent or Temporary Accommodation will be limited up to a maximum of 20% of the amount shown in the Schedule as applying to Policy 6, and not exceeding a maximum of 30 days following the breakdown of plant and equipment.

Exclusions

We will not pay for:

1. Damage caused by:
 - a. Wear and Tear;
 - b. chipping, scratching or discolouration of painted, polished or finished surfaces;
 - c. the deterioration of any pre-existing crack, fracture, blister, lamination, flaw or grooving which had not previously

penetrated completely through the entire thickness of the material of the Insured Item, notwithstanding that repair or renewal of the part affected may be necessary either immediately or at some future time, except where caused by Insured Damage and You did not know or should not reasonably have known of the pre-existing condition;

- d. the wearing away or wasting of material caused by or naturally resulting from atmospheric conditions, rust, Erosion, corrosion, oxidation or ordinary use;
- e. the tightening of loose parts, recalibration or adjustments;
- f. the carrying out of tests involving abnormal stresses or the intentional overloading of any Insured Item.

2. Damage to:

- a. glass or ceramic components;
- b. defective tube joints or other defective joints or seams;
- c. any valve fitting, shaft seal, gland packing joint or connection except where caused directly by Insured Damage;
- d. foundations, brickwork, and refractory materials forming part of an Insured Item;
- e. television, video or audio equipment other than security system equipment;
- f. expendable items, including electrical and electronic glass bulbs, tubes, lamps, x-ray tubes, electrical contacts, fuses, heating elements, commutators, slip rings, conducting brushes, thermal expansion (TX) valves, thermostats, protective and controlling devices, over-loads, chains, belts, ropes, tyres, pressure switches, bearings, valves, valve plates, filters and dryers;
- g. computers, telecommunication transmitting and receiving equipment, Electronic Data processing equipment, electrical office machines, coin operated machines, gaming machines, storage tanks and vats, stationary and mobile pressure vessels containing explosive gases, mobile machinery, ducting, reticulating electrical wiring, water and gas piping and all other plant and equipment not owned by You;
- h. plant which has been hired or is on loan unless We specifically agree in writing.
3. consequential loss of any kind, including but not limited to loss of use, loss of contract, loss of profit/revenue, loss of opportunity, loss of goodwill and/or reputational damage, or special damages, other than that which is specifically stated.
4. Damage caused by the application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul.
5. Damage occurring during installation or erection other than the dismantling, movement and re-erection for the purpose of cleaning, inspection, repair or installation in another position within the Situation.
6. Damage which is claimable from any manufacturer, supplier, engineer or other person under the provisions of any maintenance or warranty agreement.
7. loss of oil, liquid or gas resulting from leakage from glands, seals, gaskets, joints or from corroded, pitted or deteriorated parts.
8. the cost of converting refrigeration/air-conditioning units from the use of CFC (chlorofluorocarbon) refrigerant gas to any other type of refrigerant gas.



Claims - how We will settle Your claim

If Your claim is accepted, We will, in consultation with You, settle Your claim by repairing or replacing the Insured Item, or paying for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Insured Damage.

We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

Definitions

The words listed below have been given a specific meaning and these specific meanings apply to Policy 6 – Machinery Breakdown when the words begin with a capital letter.

Insured Damage

means Damage which occurs during the Period of Insurance and requires repair or Replacement to allow continuation of use, other than by a cause:

- a. which is covered under Policy 1 – Insured Property; or
- b. which is not claimable under Policy 6 – Machinery Breakdown.

Insured Item

means:

- a. lifts, elevators, escalators and incliners provided they are subject to a current comprehensive maintenance agreement;
- b. all other electrical, electronic and mechanical machinery, boilers and pressure vessels and similar plant;

that forms part of Your Insured Property or its services.

Residential Strata Insurance Plan



Policy 7 – Catastrophe Insurance

What We insure

If selected and shown in the Schedule, We insure You up to the Sum Insured shown in the Schedule for Policy 7, against the Escalation in the cost of Replacement of Your Insured Property if it is destroyed, or it is assessed as a constructive total loss, following a loss which occurs during the Period of Insurance:

1. a. due to a Catastrophe; or
 - b. other Event which occurs not later than 60 days after a Catastrophe, provided Your Insured Property has been continuously insured with Us for that period; and
2. the Event giving rise to the loss is admitted as a claim under Policy 1 – Insured Property.

Special Benefits

Special Benefits are included in addition to the Sum Insured for Policy 7.

The total amount We will pay under Special Benefits 1 to 4 arising out of any Event claimable under Policy 7 is limited to the percentages shown hereunder of the Sum Insured for Policy 7 or such other percentage as We may agree in writing.

- a. Special Benefit 1. 15%;
- b. Special Benefit 2. 5%;
- c. Special Benefit 3. and 4. combined 5%.

1. Temporary Accommodation / Rent - extended period of cover

a. Temporary Accommodation

When You occupy Your Lot/Unit We will pay the reasonable cost of Temporary Accommodation You necessarily incur if Your Lot/Unit is Damaged and made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure'; and
- the Damage to Your Insured Property is admitted as a claim under Policy 1 – Insured Property.

We will pay from the time indemnity provided under Special Benefit 1.a. of Policy 1 – Insured Property is expended until the time Your Lot/Unit can be re-occupied following completion of rebuilding, repairs or Replacement.

b. Rent

When You have leased out or can substantiate by means of a signed agreement that You would have leased out Your Lot/Unit or Common Area We will pay the actual Rent You lose or would have lost if Your Lot/Unit or Common Area is Damaged and made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure'; and
- the Damage to Your Insured Property is admitted as a claim under Policy 1 – Insured Property.

We will pay from the time indemnity provided under Special Benefit 1.b. of Policy 1 – Insured Property is expended until the time Your Lot/Unit or Common Area is relet following completion of rebuilding, repairs or Replacement provided You demonstrate You have taken all reasonable actions to obtain a new Tenant.

2. Temporary Accommodation – escalation in cost

When You occupy Your Lot/Unit We will pay for Escalation in the Cost of Temporary Accommodation You necessarily incur if Your Lot/Unit is Damaged and made unfit to be occupied for its intended purpose:

- due to the happening of a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure'; and
- the Damage to Your Insured Property is admitted as a claim under Policy 1 – Insured Property.

We will pay from the time Temporary Accommodation is obtained until the time Your Lot/Unit can be re-occupied following completion of rebuilding, repairs or Replacement.

3. Removal, storage

We will pay for the costs You necessarily incur in:

- a. removing any undamaged portion of Your Insured Property to the nearest place of safe keeping;
- b. storing the undamaged portion at that place or an equivalent alternate place;
- c. returning the undamaged portion to Your Situation when occupancy of Your Insured Property is permitted;
- d. insuring Your undamaged Insured Property during such removal, storage and return.

We will pay if the Damage to Your Insured Property is due to:

- the happening of a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure'; and
- the Damage to Your Insured Property is admitted as a claim under Policy 1 – Insured Property.

The amount We pay will be reduced by any amount payable for such costs under Policy 1 – Insured Property.

4. Cost of Evacuation

When You occupy Your Lot/Unit for residential purposes We will pay for the Cost of Evacuation You, or any person or persons permanently residing with You at the time immediately prior to such a happening, necessarily incurred following an order issued by a public or statutory authority, body, entity or person so empowered by law, to evacuate Your Lot/Unit:

- due to the happening of a Catastrophe; and
- the Damage to Your Lot/Unit is admitted as a claim under Policy 1 – Insured Property.

Any Cost of Evacuation so payable will be reduced by any amount paid or payable by way of compensation by any public or statutory authority.

Claims - how We will settle Your claim

The basis upon which the amount payable as escalation in the cost of Replacement is to be calculated as the difference between:

- a. the actual cost necessarily incurred to rebuild, repair or replace Your Insured Property following a Catastrophe, or other Event referred to in Clause 1.b. of 'What We insure'; and
- b. the greater of either:
 - i. the cost that would have applied to rebuild, repair or replace Your Insured Property in terms of Policy 1 – Insured Property immediately prior to the Catastrophe; or



- ii. the Sum Insured in force under Policy 1 – Insured Property at the time of the Catastrophe, or other Event referred to in Clause 1.b. of 'What We Insure'.

Special Provisions

1. No payment will be made under Policy 7 until such time as the greater amount determined in accordance with the provisions of Clause 1.b. of 'Claims – how We will settle Your claim' has been fully expended in Replacement of Your Insured Property.
2. In certifying the cost of Replacement of Your Insured Property at the time immediately prior to a happening giving rise to a claim under Policy 7 the qualified valuer, loss adjuster or other suitably qualified person will use as the basis of certification:
 - a. the accepted building industry cost standards or recognised cost of materials guide in force on the day immediately prior to the happening of the Catastrophe or a day as close as practicable thereto;
 - b. any extra cost necessarily incurred to comply with any public or statutory authority requirements but will not include any cost that would have been incurred in complying with orders issued prior to the Damage;
 - c. architects' fees, surveyors' fees and any other professional fees;
 - d. legal fees necessarily incurred in making submissions or applications to any public or statutory authority, Builders Licensing Board, or Land and Environment Courts as a result of Damage to Your Insured Property;
 - e. fees, contributions or imposts payable to any public or statutory authority to obtain consent to rebuild, replace or repair Your Insured Property.
3. Any differences relating to the cost of Replacement at the time immediately prior to a happening giving rise to a claim under Policy 7 may be referred to the Australian Property Institute Inc. who will appoint a qualified valuer whose decision will be binding.

means, when a Lot/Unit in Your Insured Property is occupied by a Lot Owner, the difference between:

- a. the amount of money payable for rental of a residential building or similar type accommodation of substantially the same size, containing similar facilities and in an equivalent suburban environment as Your Insured Property, following a Catastrophe or other loss referred to in Clause 1.b. of 'What We Insure'; and
- b. the cost of Temporary Accommodation that would have applied had the Catastrophe not occurred.

Conditions

Policy 7 is subject to the same terms, conditions and exclusions as Policy 1 – Insured Property, except as they may be expressly varied herein.

Definitions

The words listed below have been given a specific meaning and apply to Policy 7 when they begin with a capital letter.

Catastrophe

means an Event which is sudden and widespread and which causes substantial damage to property over a large area, and as a result of which the Insurance Council of Australia issues a catastrophe code.

Cost of Evacuation

means costs necessarily incurred for road, rail, air or sea transport to the designated place of evacuation and returning to Your Situation from the place of evacuation to resume permanent residency.

Escalation in the Cost of Temporary Accommodation

Residential Strata Insurance Plan



Policy 8 – Government Audit Costs, Appeal Expenses and Legal Defence Expenses

This Policy 8 is issued on a Claims made and notified basis. This means Parts A, B and C of Policy 8 respond to Claims first made against You during the Period of Insurance and notified to Us during the same Period of Insurance.

Part A: Government Audit Costs

What We insure

If selected and shown in the Schedule, We insure You, up to the Sum Insured shown for Part A: Government Audit Costs of Policy 8 in the Schedule, for Professional Fees You reasonably incur with Our written consent, which We will not unreasonably withhold, in connection with an Audit first notified to You verbally or in writing during the Period of Insurance or within 30 days thereafter.

We will not pay more than the Sum Insured for Part A: Government Audit Costs for:

- a. any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;
- b. all Claims reported in any one Period of Insurance.

Additional Benefit

1. Record Keeping Audit

We will pay up to \$1,000 in any one Period of Insurance for Professional Fees You reasonably incur with Our written consent, which We will not unreasonably withhold, in connection with a Record Keeping Audit.

Exclusions

1. We will not pay for Professional Fees:

- a. if prior to the commencement of the Period of Insurance You, or any person acting on Your behalf:
 - i. received any notice of a proposed Audit;
 - ii. had information that an Audit was likely to take place;
 - iii. had information that would indicate to a reasonable person that an Audit was likely to take place;
- b. if a return, or a document required to be lodged in relation to an Audit, has not been lodged:
 - i. at all;
 - ii. properly;
 - iii. by the due date.
- c. for any Audit that is conducted specifically for the purposes of determining if a fine, penalty or prosecution should be imposed in connection with:
 - i. any act or omission by You; or
 - ii. any failure, act or omission arising from or in connection with Your statutory obligations.
- d. charged by someone other than a Professional Adviser unless We have given Our prior written consent, which We will not unreasonably withhold,

- e. relating to the Audit of Your taxation and financial affairs unless the return is first lodged:
 - i. during the Period of Insurance; or
 - ii. not more than 12 months prior to the original inception date of Policy 8; or
 - iii. relates to a return for a financial year not more than three years prior to the date You receive notification of an Audit.
- f. relating to an Audit if You fail to comply with any requirement or obligation imposed upon You by any relevant legislation if a return in relation to the Audit was not prepared or reviewed by Your Professional Adviser prior to dispatch
- g. if You breach any conditions in this Policy, including failing to comply with any requirement imposed by any relevant legislation or failing to do what We require You to do if You intend to make a Claim or You make a Claim.

2. We will not under any circumstances pay for the cost of:

- a. any fines, penalties, interest or adjustment of tax, additional tax, duty, government impost or similar charges;
- b. any review pertaining to You maintaining any industry status, licence, membership or compliance with any employee related legislation or regulations;
- c. the gathering of data or information by any government, statutory body, authority or agency that is not directly part of an Audit.

Conditions

1. We require You to:

- a. make all efforts to comply with the relevant legislation, procedures and guidelines issued by the Australian Taxation Office, or Commonwealth, State or Territory Department, Statutory Body or Agency in relation to the maintenance of records, books and documents;
- b. lodge taxation and other statutory returns within the prescribed time limits or if an extension is granted within the further period granted;
- c. upon becoming notified of an Audit or impending Audit promptly inform CHU by telephone, in writing or in person;
- d. obtain CHU's written approval, which We will not unreasonably withhold, before engaging a Professional Adviser, other than Your accountant, and notify them of all Professional Fees Your accountant proposes to charge.

2. An Audit commences:

- a. at the time You first receive notice that an Auditor proposes to conduct an Audit; and
- b. is completed when:
 - i. the Auditor has given written notice to that effect; or
 - ii. the Auditor notifies You that it has made a Final Decision of a Designated Liability; or
 - iii. when the Auditor has issued an assessment or amended assessment of a Designated Liability.



Part B: Appeal Expenses - common property, health and safety breaches

What We insure

If selected and shown in the Schedule, We insure You, up to the Sum Insured shown for Part B: Appeal Expenses of Policy 8 in the Schedule for Appeal Expenses You necessarily incur with Our consent, which We will not unreasonably withhold, in appealing against:

- a. the imposition of an improvement or prohibition notice under any workplace, occupational health, safety or similar legislation applying where Your Insured Property is situated; or
- b. the determination under any workplace occupational health, safety or similar legislation applying where Your Insured Property is situated of a review committee, arbitrator, tribunal or Court.

We will not pay:

- a. unless any such notice or determination is first made or first brought against You during the Period of Insurance and You report it to Us during that Period of Insurance or within 30 days thereafter;
- b. more than the Sum Insured for Part B: Appeal Expenses for:
 - i. any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;
 - ii. all Claims reported in any one Period of Insurance.

The imposition of an improvement or prohibition notice must arise out of Your failure to provide and maintain so far as is reasonably practicable:

- a safe working environment;
- a safe system of work;
- plant and substances in a safe condition;
- adequate facilities of a prescribed kind for the welfare of Your employees.

Part C: Legal Defence Expenses

What We insure

If selected and shown in the Schedule, We insure You, up to the Sum Insured shown for Part C: Legal Defence Expenses of Policy 8 for Legal Defence Expenses You necessarily incur with Our written consent, which We will not unreasonably withhold, in connection with litigation arising out of a Claim made or brought against You less any Excess shown in the Schedule:

- a. in connection with the ownership of Your Common Area and Insured Property;
- b. under the Competition and Consumer Act 2010 (Cth) or under any other consumer protection legislation;
- c. arising out of any dispute with an employee, former employee or prospective employee:
 - i. concerning the terms and conditions of their contract of employment or alleged contract of employment with You;
 - ii. leading to civil or criminal proceedings under any racial or sexual discrimination legislation.

We will not pay:

- a. unless:

- i. any such Claim is first made or first brought against You during the Period of Insurance;
- ii. You report it to Us during that Period of Insurance or within 30 days thereafter;
- iii. there are reasonable grounds for the defence of any such Claim.
- b. more than the Sum Insured for Part C: Legal Defence Expenses for:
 - i. any Claim reported during the Period of Insurance including any such Claim reported but not finalised until a subsequent Period of Insurance;
 - ii. all Claims reported in any one Period of Insurance.

Excess

For each and every Claim You must, pay or contribute a minimum amount of \$2,000 unless otherwise shown in the Policy Schedule.

Exclusions

1. We do not insure Legal Defence Expenses for any Claim:

- a. which You have pursued or defended without Our written consent, which We will not unreasonably withhold;
- b. which You have pursued or defended contrary to or in a different manner from that advised by the Appointed Representative;
- c. arising from an act, omission, liability or Event for which indemnity is otherwise provided under Policy 2 – Liability to Others and Policy 5 – Office Bearers' Legal Liability or would have been provided if Policy 2 – Liability to Others and Policy 5 – Office Bearers' Legal Liability were operative;
- d. arising from circumstances that You know of prior to the inception of this Policy, or a reasonable person in the circumstances could be expected to know, to be circumstances that may give rise to a Claim against You;
- e. arising from a deliberate act, including a deliberate act of fraud or dishonesty, on Your part if a judgment or other final adjudication adverse to You establishes that such act was committed or attempted by You with actual dishonest purpose or intent and was material to the cause of action so adjudicated;
- f. between You and Us including Our directors, employees or servants;
- g. which involves a conflict of duty or interest of Yours;
- h. made or threatened or in any way intimated on or before the inception date shown in the Schedule, except as otherwise provided by Condition 4 – Continuous cover;
- i. first notified to Us more than 30 days after the expiry of this Policy, except as otherwise provided by Condition 4 – Continuous cover.

2. We will not be liable for:

- a. the cost of litigation or proceedings initiated by You;
- b. the payment of any compensation or damages of any kind other than Your liability to pay fees, expenses and disbursements of other persons or entities by reason of an order of any Court, Arbitrator or Tribunal.

Conditions

1. Appeal procedure

If You are dissatisfied with any decision made by a Court or Tribunal

Resident Strata Insurance Plan



and wish to appeal against that decision, You must:

- a. make a further written application to Us for Our written consent, which We will not unreasonably withhold, at least five business days prior to the expiry of the time for instituting an appeal; or
- b. if the time allowed by law to appeal is less than five business days, You must advise Us as soon as practicable.

Your application or advice must state the reasons, as fully as possible, for making an appeal.

If We are dissatisfied with any decision made by a Court or Tribunal and wish to appeal that decision You must reasonably co-operate with Us in the bringing of such an appeal. In this event We will pay all costs involved.

2. Bill of costs

You must forward Us all bills of costs or other communications relating to fees and expenses as soon as practicable after receipt by You. If requested by Us, You will instruct the Appointed Representative to submit the bill of costs for taxation or adjudication by any relevant professional body, Court or Tribunal.

You must not without Our written approval, which We will not unreasonably withhold, enter into any agreement with the Appointed Representative as to the level of fees and expenses to be charged. Further You must not represent to the Appointed Representative that all fees and expenses charged to Your account are insured by this Policy.

3. Consent

We will not be liable to indemnify You unless You have first obtained Our specific written consent, which We will not unreasonably withhold, to incur Legal Defence Expenses in the defence of any Claim instituted against You. The granting of any such consent will not be unreasonably withheld after You have given notice to Us of any occurrence or circumstance that might result in a Claim being made or proceedings instituted against You.

4. Continuous cover

Should a Claim arise which should have been or could have been notified to Us during a prior Period of Insurance when this Policy was operative, We will accept the notification of such Claim.

Provided always that:

- a. We have continuously been the insurer between the date when such notification should have been given and the date when such notification was in fact given; and
- b. the terms and conditions applicable to Condition 4 – Continuous cover and to that notification will be the terms and conditions, including the Limit of Liability and Excess, applicable to this Policy under which the notification should have or could have been given.

5. Information to be given to the Appointed Representative

You will at all times and at Your own expense give to the Appointed Representative all such relevant information and assistance as reasonably required. You will give a complete and truthful account of the facts of the case, shall supply all relevant documentary and other evidence in Your possession relating to the Claim, will obtain and sign all relevant documents required to be obtained and signed and will attend any meetings or conferences when reasonably requested.

6. Nomination of Appointed Representative

You may request Us to nominate a solicitor to act as Your Appointed Representative or if You elect to nominate Your own solicitor to act as the Appointed Representative, You must submit the name and address of that solicitor to Us. We may reasonably accept or refuse such nomination and provide You with Our reason for reaching this decision.

If agreement cannot be reached on the appointment the President of the Law Society within Your State will be requested to nominate an Appointed Representative. During this period We will be entitled but not bound to instruct an Appointed Representative on Your behalf if We consider it necessary to do so to safeguard Your immediate interests. In all cases the Appointed Representative will be appointed in Your name and will act on Your behalf.

7. Offer of settlement

You must inform Us as soon as practicable and reasonable if You receive an offer to settle a Claim.

If such offer of settlement is considered to be fair and reasonable and You withhold Your agreement to such a settlement and elect to continue legal proceedings Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such settlement offer.

If You refuse a recommendation by the Appointed Representative to settle a Claim and elect to continue legal proceedings, Our liability will not exceed the amount of Legal Defence Expenses incurred up to the date of such refusal.

8. Our access to the Appointed Representative

You will do all things reasonably necessary to allow Us to obtain from the Appointed Representative any relevant information, report documents or advice relating to the Claim. However You will not be prejudiced if the Appointed Representative refuses to make such information, report documentation or advice available to Us on the grounds that to do so might prejudice Your interests in any litigation that is involved or may be commenced.

9. Recovery of Legal Defence Expenses

If You are awarded costs, You must take all reasonable steps to recover such fees and expenses for which You are indemnified by this Policy. All such fees and expenses actually recovered will be taken into account when calculating Our liability.

10. Reporting and notice

A specific Claim will be considered to have been first reported to Us at the time You first give written notice to Us of the receipt of written or oral notice from any party or entity that it is the intention of such party or entity to hold You responsible for a civil or criminal act.

Definitions

The words listed below have been given a specific meaning and apply to Policy 8 when they begin with a capital letter.

Appeal Expenses

means legal costs, professional costs and other disbursements necessarily and reasonably incurred with Our consent, which We will not unreasonably withhold, in connection with a Claim brought against You.

**Appointed Representative**

means a solicitor, barrister, assessor, consultant, investigator or other appropriately qualified person instructed to act on Your behalf in connection with any Claim with respect to which Legal Defence Expenses are payable under this Policy.

Audit

means an audit or investigation of Your taxation and financial affairs by the Australian Taxation Office, or by a Commonwealth, State or Territory Department, Statutory Body or Agency in relation to and following the lodgement of Your return(s), including but not limited to Business Activity Statement (BAS), Capital Gains Tax, Fringe Benefits Tax, Income Tax, Prescribed Payment and Group Tax Returns, Payroll Tax, Stamp Duty, Compliance with Superannuation Industry Supervision Act 1993 and Workers Compensation Returns.

Auditor

means an officer who is authorised under Commonwealth, State or Territory legislation to carry out an Audit of Your taxation or financial affairs.

Claim, Claims

means:

- a. a written or verbal advice of intent to initiate legal proceedings or a civil or criminal action against You; or
- b. a civil proceeding commenced by the service of a complaint, summons, statement of claim or similar pleading against You; or
- c. a criminal proceeding commenced by a summons or charge against You.

Designated Liability

means Your obligation to pay an amount under Commonwealth, State or Territory Legislation.

Final Decision

means a written notification of the Auditors' completed views in connection with a Designated Liability and includes any written statement which is intended by the Auditor to be its findings or the basis upon which it proposes to act in connection with a Designated Liability.

Legal Defence Expenses

means:

- a. fees, expenses and other disbursements necessarily and reasonably incurred by an Appointed Representative in connection with any Claim brought against You including costs and expenses of expert witnesses as well as those incurred by Us in connection with any such Claim;
- b. fees, expenses and disbursements incurred by persons or entities other than You in so far as You are liable to pay such fees, expenses and disbursements by reason of an order of any Court, Arbitrator or Tribunal;
- c. legal fees, expenses and other disbursements reasonably and necessarily incurred in appealing or resisting an appeal from the judgment or determination of a Court, Arbitrator or Tribunal.

Professional Adviser

means:

- a. an accountant who is a member of a nationally recognised accounting body, registered tax agent or tax consultant;
- b. any other professional person or consultant engaged by or at the recommendation of the accountant with Our prior written approval, but does not mean You or any person working for You under a contract of employment.

Professional Fees

means the reasonable and necessary fees, costs and disbursements incurred in connection with an Audit that would be payable by You to Your Professional Adviser for work undertaken in connection with an Audit, but does not mean or include fees, costs and disbursements that:

- a. form part of an annual or fixed fee or cost arrangement; or
- b. relate to any subsequent objection or appeal or request for review in respect of the Audit, or any assessment, amended assessment or Final Decision of the Auditor; or
- c. were rendered by a third party in relation to which Our written consent was not obtained before those fees were incurred; or
- d. relate to or are associated with the preparation of any accounts, financial statements or documents or to any attendance or service which would have been or would or should ordinarily or prudently have been prepared prior to or at the time that the lodgement of any return or document was required to be lodged in connection with a Designated Liability.

Record Keeping Audit

means any enquiry or investigation to determine the extent of Your compliance with the record keeping requirements of relevant legislation that You have to comply with.

Residential Strata Insurance Plan



Policy 9 - Lot Owners' Fixtures and Improvements

What We insure

If selected and shown in the Schedule and You have exhausted the Sum Insured under Policy 1 - Insured Property, We insure You up to the Sum Insured shown for Policy 9 in the Schedule for Damage to Lot Owners' Fixtures and Improvements. The Event must be claimable under Policy 1 and must occur during the Period of Insurance.

Policy 9 is subject to the same terms, conditions and exclusions as Policy 1 - Insured Property, except as they may be expressly varied herein.

Claims - how We will settle Your claim

If Lot Owners' Fixtures and Improvements are Damaged, and Your claim is accepted, We will either replace, repair or pay the amount it would cost to replace or repair.

The amount We pay under Policy 9 will be the cost of Replacement at the time of Replacement subject to the following provisions:

- a. the necessary work of replacing or repairing must be commenced and carried out without unreasonable delay;
- b. if You cause unreasonable delays in commencing or carrying out Replacement or repair, We will not pay any extra costs that result from that delay;
- c. where materials used in the original construction are not readily available We will use the nearest equivalent available;
- d. when We wish to replace or repair and You do not want this to occur We will only pay Indemnity Value.

We will not pay for the cost to:

- i. replace undamaged Lot Owners' Fixtures and Improvements;
- ii. replace or repair illegal installations.

Definition

The words listed below have been given a specific meaning and apply to Policy 9 when it begins with a capital letter.

Lot Owners' Fixtures and Improvements

means any fixture or structural improvement, installed by a Lot Owner for their exclusive use and which is permanently attached to or fixed to Your Building so as to become legally part of it, including any improvements made to an existing fixture or structure.

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Scheme Description 12529533

Form LF1

Orig. LF 12529533

16:00 19-May-2016 2 of 2

Prefix
LF
Series No.
2

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

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

FORM APPROVED BY THE REGISTRAR-GENERAL

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

BELOW THIS LINE FOR AGENT USE ONLY

Lodged by: **Lyn Adams** **LYAD** **AGENT CODE**
Correction to: **conveyancing**
TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH
INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

1.
2.
3.
4.

PICK-UP NO.	
CP	20846

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

ITEM(S)	AGENT CODE

CORRECTION	PASSED
FILED 	
25 MAY 2016	
pro 	REGISTRAR-GENERAL

TERMS OF INSTRUMENT NOT CHECKED
BY LANDS TITLES OFFICE

SCHEME DESCRIPTION
Development No. 180.C021:99 180.C024:13

SCHEME DESCRIPTION

COMMUNITY PLAN No. 20846 INC

160 Fullarton Road, Rose Park SA 5067

Certificate as to preparation of Scheme Description

Certified correctly prepared in accordance with the requirements of the Community Titles Act 1996 by the person who prepared the document.



Lyn Adams – Registered Conveyancer

52a Gilbert Street, Adelaide 5000

SCHEME DESCRIPTION Development No. 180:C021:99 180:C024:13

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

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Purposes for which Common Property may be Used	1 ✓
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**TERMS OF INSTRUMENT
NOT CHECKED BY
LANDS TITLES OFFICE**

Page 1 of 4

SCHEME DESCRIPTION Development No. 180:0021:99 180:0021:13

COMMUNITY TITLES ACT 1996

SCHEME DESCRIPTION

1. IDENTIFICATION OF THE COMMUNITY PARCEL, STRATA LOTS AND COMMON PROPERTY

- 1.1 The community plan is a plan of subdivision of the building known as Queen Victoria Apartments, 160 Fullarton Rd, Rose Park, South Australia, ("the Building") and surrounds as contained in Allotment 7 DP 51462 being the whole of the land in Certificate of Title Volume 5637 Folio 129 into community strata lots ("Lots") and Common Property.
- 1.2 The Lots and Common Property are delineated in the plan of community division prepared by Alexander & Symonds Pty Ltd. ("the Plan") accompanying this Scheme Description.

2. PURPOSES FOR WHICH THE LOTS MAY BE USED

- 2.1 The Lots shall be used
 - (a) for residential purposes;
 - (b) with the consent of the Community Corporation, for residential and home office purposes;
 - (c) in the case of Ground Floor portion of Lot 90 for commercial purposes available to the public (restaurant/café/hospitality/shop).
 - (d) in the case of Floors 3 to 7 inclusive portion of Lot 90 for Telecommunications equipment and storage.

3. PURPOSES FOR WHICH COMMON PROPERTY MAY BE USED

- 3.1 The Common Property shall comprise those parts of the Community Parcel and the Building that are not part of a Lot, including (but subject to Section 19(4) of the Community Titles Act) the walls, ceilings, floors of the Building, rooves, structural supports (whether such supports are inside or outside a Lot), lift and liftwell, stairs and stairwells, and service infrastructure (except for any part of the service infrastructure that is vested in a Minister of the Crown or other authority or person and the parts of the service infrastructure that provide a service to only one Lot).

**TERMS OF INSTRUMENT
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LANDS TITLES OFFICE**

- 3.2 The basement Common Property shall be used for associated car parking and storage.
- 3.3 The ground floor Common Property shall be used for:
 - (a) associated car parking, storage and receipt of deliveries;
 - (b) recreation and hospitality (which may be on a user pays basis).
- 3.4 Floors 1 to 7 shall be used for residential and residential/home office purposes.

4. STANDARD OF BUILDINGS AND OTHER IMPROVEMENTS

- 4.1 The Building will be created by the alteration and renovation of the existing structure.
- 4.1 The standard of new building work and other improvements to be erected or made by the Developer will comply with the following:
 - (a) the building work will be performed by a licensed builder in a proper manner to accepted trade standards;
 - (b) all materials used will be good and proper; and
 - (c) the building work will be performed in accordance with all statutory requirements;

5 DEVELOPMENT OF THE BUILDING

- 5.1 The Developer will develop and complete the upgrade of the Building in accordance with the Plan and Development Approval granted by the relevant planning authority on 6th July 1999 and numbered DA 180/00605/99/C3.
- 5.2 The building work is intended to be completed by June 2001. It is not possible to state an exact date because the obligations on the builder are subject to time allowances for events beyond the control of the builder. The Development Approval will lapse if the Building is not completed on or prior to 6 July 2002.
- 5.3 The scheme is not a staged development.

6 DEVELOPMENT OF COMMON PROPERTY

- 6.1 The Developer ^{has} will construct ^{of} the improvements and alterations to the Common Property in accordance with the Plan and the Development Approval granted by the relevant planning authority on 6 July 1999 numbered DA 180/00605/99/C3

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

- 6.2 The work is intended to be completed by June 2001. It is not possible to state an exact date because the obligations on the builder are subject to time allowances for events beyond the control of the builder.

**7 CONDITIONS OF DEVELOPMENT IMPOSED PURSUANT TO THE
DEVELOPMENT ACT 1993**

The division of the Community Parcel and the alterations to the existing building are subject to conditions imposed by the relevant planning authority in the Development Approval of 6 July 1999 numbered DA 180/00605/99/C3. A copy of the Decision Notification Form with the conditions set out in full is attached as Annexure A.

8 OTHER IMPORTANT FEATURES OF THIS SCHEME

There are no other important features of the scheme

**9 OTHER INFORMATION REQUIRED BY THE REGULATIONS TO THE
COMMUNITY TITLES ACT 1996**

No other information is required by the regulations.

TERMS OF INSTRUMENT NOT CHECKED
BY LANDS TITLES OFFICE

SCHEME DESCRIPTION
Development No. 180:C021:99
180:Co24:13

Page 4 of 4

ENDORSEMENT BY RELEVANT DEVELOPMENT AUTHORITY

The City of Burnside hereby endorses this Scheme Description in accordance with Section 14 (4) d of the Community Titles Act, 1996

1. All the consents or approvals required under the Development Act 1993 in relation to the division of land (and a change of use of the land (if any)) in accordance with the Scheme Description and Plan of Community Division have been granted.
2. This endorsement does not limit a relevant authority's right to refuse, or place conditions on, development authorisations under the Development Act 1993 in relation to other development envisaged by this Scheme Description.

This Scheme Description is endorsed by the City of Burnside

Signed Joseph Fattorini

Position Team Leader - Planning

Witness Troy Fountain

Date 17/5/2016

TERMS OF INSTRUMENT NOT
CHECKED BY LAND SERVICES SA

SCHEME DESCRIPTION

Development No. 180:C021:99
180:C024:13
180:C433:23

ENDORSEMENT BY DEVELOPMENT AUTHORITY

1. The Development Authority hereby endorses this Scheme Description pursuant to Section 14(4)(d) of the Act.
2. All the consents or approvals required under the Planning, Development & Infrastructure Act 2016 in relation to the division of the Community Parcel (and a change in its use) in accordance with this Scheme Description and the relevant Community Plan under the Act have been granted.
3. This endorsement does not limit a Development Authority's right to refuse or to place conditions on Development Authorisation under the Planning, Development & Infrastructure Act 2016 in relation to any other development envisaged by this Scheme Description.

Dated this 30th day of May 2024

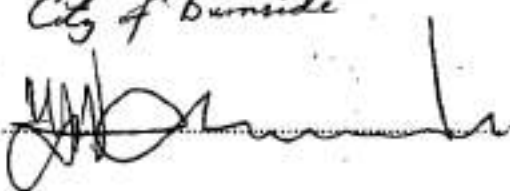
Signed:

Print name:

Position/Title held:

as delegate of

Witness:


James Robert Douglas Moss
Team Leader Planning
City of Burnside


"ANNEXURE A"
DECISION NOTIFICATION FORM

Development Number
180/00605/99/C3

FILE COPY

FOR DEVELOPMENT APPLICATION

DATED
REGISTERED ON

11/06/1999
11/06/1999

To **QUEEN VICTORIA APARTMENTS PTY LTD 160 FULLARTON ROAD ROSE PARK SA 5065**

LOCATION OF PROPOSED DEVELOPMENT:

Location of Development : 160 Fullarton Rd Rose Park 5067

Section No (full/part): _____ Hundred: _____ Volume: _____ Folio: _____

Nature of
Proposed

CONVERSION OF EXISTING BUILDING TO RESIDENTIAL FLAT BUILDING CONTAINING 67 DWELLINGS AND ASSOCIATED COMMON FACILITIES AND CARPARKING AND RESTAURANT/CAFE (OPEN TO THE PUBLIC)

Development

From

CITY OF BURNSIDE

In respect of this proposed development you are informed that

Nature of Decision	Consent Granted	No. of Conditions	Consent Refused	Not Applicable
Provisional Development Plan Consent	06/07/1999	5		
Land Division				N/A
Land Division (State)				N/A
Provisional Building Rules Consent				REQUIRED
Public Space				N/A
Other				N/A
DEVELOPMENT APPROVAL				REQUIRED

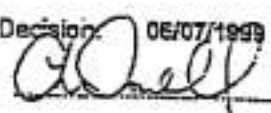
Building Classification Granted: N/A

If there were third party representations, any consent/approval or consent/approval with conditions does not operate until the periods specified in the Act have expired. Reasons for this decision, any conditions imposed, and the reasons for imposing these conditions are set out on the attached sheet.

The Applicant may appeal this decision within two months of the date of the decision and formal third party representatives may appeal within 15 business days of this decision to the Environment, Resources and Development Court.

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

Date of Decision: 06/07/1999

Signed: 

Date: 07/07/1999



Development Assessment Commission or delegate



Council Chief Executive Officer or delegate



Private Certifier



Sheets Attached

PLANNING CONSENT

DEVELOPMENT APPLICATION NO. 180/00605/99/C3

CONDITION/S (PLANNING CONSENT)

1. A vehicle speed slowing device is to be constructed at the opening to Hunt Lane, to the satisfaction of the General Manager, Operation Services.
2. All of the carparks, driveway and vehicle manoeuvring area/s shall be constructed, drained and paved with bitumen, concrete or paving bricks in accordance with sound engineering practice and appropriately linemarked to the reasonable satisfaction of Council.
3. All carparking area/s, driveways and vehicle manoeuvring areas shall be maintained in a good and substantial condition at all times to the reasonable satisfaction of Council.
4. All parking areas are to be made available free of charge, at all times to employees, visitors and all other users of the development herein approved.
5. Any external lighting of the visitor parking area is to be designed and located so as not to cause unreasonable disturbance to occupiers of adjoining land.
6. The site shall be landscaped to achieve a high level of residential amenity commensurate with the character of the locality and to the reasonable satisfaction of Council. A detailed landscaping plan shall be submitted to and approved in writing by the General Manager, Planning and Environmental Services prior to the issue of Development Approval.
7. The shop/cafe shall trade no later than 10.00 pm Sunday to Thursday or 12.00 midnight Friday and Saturday and not include live entertainment.
8. The common facilities located on the ground floor including the gym/spa/sauna, games room and business centre are to be made available for use by residents and their guests only and are not to be made available to the public.
9. The development shall be completed in all respects in accordance with the application and the conditions of this consent prior to the occupation of any dwelling herein approved.

ADDITIONAL NOTE:

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

By-Laws 13787417

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FORM LF2 (Version 2)
GUIDANCE NOTES AVAILABLE

Orig

LF 13787417

10:24 13-May-2022
1 of 1LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA
LODGEMENT FOR FILING UNDER THE
COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

SERIES NO	PREFIX
	LF

AGENT CODE

LODGED BY:

CORRECTION TO:

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

PICK-UP NO.	
-------------	--

<i>Sandy</i> CORRECTION 3015		PASSED 
FILED 		 REGISTRAR-GENERAL

PRO

* Strike through the inapplicable

***NOTICE OF AMENDMENT OF SCHEME DESCRIPTION**

***NOTICE OF VARIATION OF BY-LAWS**

***APPLICATION TO FILE VARIATION OF DEVELOPMENT CONTRACT**

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

INSTRUMENT AFFECTED 12921635

PLAN No. 20846

To the Registrar-General,

Form 5

Section 39(5) of the Act

Certification of copy of by-laws as varied and resolution

I, Anne Leahy, of Unit 301, 160 Fullarton Road, Rose Park, South Australia 5067,

being an officer of Community Corporation No 20846 Incorporated certify that –

- (a) the copy of the by-laws attached to this certificate is a true copy of the by-laws as varied by special resolution of the corporation on 2 May 2022; and
- (b) the copy of the resolution attached to this certificate is a true copy of the resolution referred to in paragraph (a).

Date:

12.5.22

Signed:


Anne Leahy

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COMMUNITY TITLES ACT 1996 BYLAWS

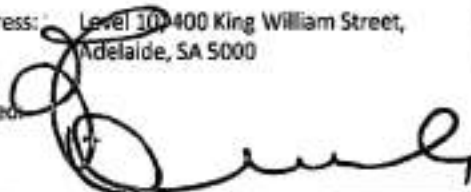
COMMUNITY CORPORATION NO. CP 20846

Certified correctly prepared in accordance with the requirements of the Community Titles Act 1996 by the person who prepared the document.

Date: 12.5.22

Name: Richard James Froomes Harley of Jones Harley Toole

Address: Level 10, 400 King William Street, Adelaide, SA 5000

Signed: 

This is the copy of the by-laws referred to in the attached certificate


Anne Leahy

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**COMMUNITY TITLES ACT
1996 BY-LAWS**

COMMUNITY CORPORATION NO. CP 20846 INCORPORATED

INTRODUCTIONS

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

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

PART 1-DEFINITIONS

- I.** The following words have these meanings in the By-Laws unless the contrary intention appears:

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

"Annual General Meeting" means an annual general meeting of the Community Corporation other than the first annual general meeting;

"Authorised Person" means a person on the Community Parcel with the consent express or implied of a Lotholder or Occupier of a Lot or the Community Corporation;

"By-law" means a by-law included in these By-Laws, as amended from time to time;

"Community Corporation" means the Community Corporation No. CP 20846 Incorporated constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

"Community Plan" means Community Plan No. C20846.

"Common Property" means:

- (a) those parts of the Community Parcel and the building that do not comprise or form part of a Lot;
- (b) the service in infrastructure (except for any part of the service infrastructure that is vested in a Minister of the Crown or other authority or person and the parts of the service infrastructure that provide a service to only one Lot);
- (c) any other property delineated as common property; and

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- (d) any property vested in the Community Corporation to be owned as community property

"Community Parcel" means the whole of the land comprised in Community Plan No.20846;

"Developer" means Queen Victoria Apartments Pty Ltd and its successors and assigns.

"Development Activities" means:

- (a) any form of demolition work, building work or work ancillary to or associated with building work on the Community Parcel and Common Property including, without limitation, the installation of Private Services;
- (b) any form of landscaping work or work ancillary to or associated with landscaping work on the Community Parcel;
- (c) any form or work other than the forms of work referred to in paragraphs (a) and (b) of this definition which is considered necessary or desirable by the Developer;
- (d) the use of any part of the Community Parcel and Common Property in connection with the forms of work referred to in paragraphs (a) to (c) of this definition, or

"General Meeting" means:

- (a) an annual general meeting, or
- (b) a special general meeting of the Community Corporation.

"Lot" means a Community Lot.

"Lot Entitlements" means the lot entitlements for the Lots recorded on the relevant deposited community plan as may be varied in accordance with the Act from time to time.

"Management Committee" means the management committee of the Community Corporation as constituted or elected from time to time under the Act.

"Manager" means the person or managing agent appointed by the Corporation pursuant to By-Law 3.3.

"Private Service" means a service running through or servicing Lots, Common Property or Common Property that is not a Statutory Service.

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"Restricted Common Property" means those areas of the Common Property which have been designated by the Corporation as Restricted Common Property areas and allocated for the use by an individual Lot or Lots for the purposes of storage or other purposes as determined by the Corporation from time to time.

"Rules" means the rules made in terms of By-Law 28.

"Sales Activities" means activities relating to the sale of Lots, including sale by auction of Lots or leasing of Lots and all ancillary activities

"Security Key" means a key, magnetic card or other device used to:

- (a) open and close doors, gates, building or locks, or
- (b) operate alarms, security systems or communication systems, or
- (c) limit elevator access to a particular floor or floors

2.1 In the By-laws unless the contrary intention appears; the following applies:

- (a) a reference to an instrument, By-Law or matter regulated by a By-Law includes any variation or replacement of it;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it 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 by novation) and assigns;
- (g) a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later;
- (h) headings are inserted for convenience and do not affect the interpretation of these By- Laws.

2.2 This paragraph is left intentionally blank.

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- 2.3 If the whole or any part of a provision of these By-Laws is invalid, unenforceable or illegal, then it is severed. The remainder of these By-Laws will continue to have full force and effect. This By-Law has no effect if the severance alters the basic nature of the By-Laws or is contrary to public policy.
- 2.4 The Community Corporation may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by the Community Corporation does not prevent a further exercise or a delay in exercising a right, power or remedy does not prevent its exercise.
- 2.5 The rights, powers and remedies provided in the By-Laws are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of the By-Laws.
- 2.6 A reference to an authority, institute, association or body or to any officer of them is in the event of that authority, institute, association, body or officer ceasing to exist or being reconstituted, renamed or replaced or of their respective powers or functions being transferred to any other organisation or person deemed to be a reference to the organisation or officer established, constituted or appointed in lieu of or as replacement for or which or who serves substantially the same purposes or subject of that authority, institute, association, body or officer.
- 2.7 Words or expressions which have the first letter capitalised are defined terms. Where such a word or expression is not expressly defined in the By-Laws it shall have the same meaning as it has in the Act, unless the context otherwise requires.

PART 2 - MANDATORY BY-LAWS

3. Administration, Management and Control of Common Property

- 3.1 The Community Corporation is responsible for the administration, management and control of the Common Property;
- 3.2 The Community Corporation may appoint a Management Committee which shall be responsible to the Community Corporation for the administration, management and control of the Common Property except with respect to matters concerning:
 - 3.2.1 the appointment of a Manager pursuant to By-Laws 3.3;
 - 3.2.2 maintenance, upgrading or improvements to the Common Property when the item to be considered exceeds \$25,000.00 or such amount to be fixed from time to time by a Special Resolution of the

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Corporation;

- 3.2.3 the Community Corporation's obligations regarding the insurance under the Act.
- 3.3 The Community Corporation may appoint a Manager to carry out, on behalf of the Community Corporation, the function of administering, managing and controlling the Common Property.
- 3.4 The Manager shall be appointed on a contract that is subject to annual review by the Community Corporation.
- 3.5 If on annual review the Community Corporation is dissatisfied with the performance of the Manager, the Community Corporation may terminate the management contract.
- 3.6 All occupants in the building must attend an induction procedure session with the building supervisor prior to commencing residence in the building. The procedure must include fire evacuation procedures.
- 3.7 The Committee has the ability to set a levy payable by Owners to the Corporation in the event owners or tenants vacate and or take up residence in any lot and such levy shall be determined from time to time by the Committee.

4.0 Use and Enjoyment of the Common Property

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

5.0 Corporation's Right to Enter into Contracts

The Community Corporation may enter into, ratify and adopt, take an assignment of or novate a contract with persons to provide:

- 5.1 management, operational maintenance and other services in connection with the Common Property;
- 5.2 services or amenities to the Lotholders or Occupiers of Lots.

6.0 Delivery of Mail

- 6.1 A Lotholder or Occupier of a Lot must comply with any Rules made by the Community Corporation in relation to the letter boxes or the delivery of mail.

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- 6.2 The Community Corporation must ensure that a separate letter box for delivery of mail is available for use by the proprietor or occupier of each Lot.

PART 3-COMMUNITY PARCEL

7.0 Prohibited Activities

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

- 7.1 interfere with the quiet enjoyment of another Lot or the Common Property;
- 7.1 obstruct any person's lawful access to any Lot or to the Common Property;
- 7.2 carry, use, discharge or explode any firearm, explosive, fireworks, air gun or other weapon;
- 7.3 use any language or behave in a manner likely to cause offence or a nuisance or embarrassment to others;
- 7.4 burn rubbish or waste at any time ;
- 7.5 damage or deface any building or sign or structure on the Community Parcel;
- 7.6 fail to comply with any reasonable direction or request from the Community Corporation.
- 7.7 create any noise (including from a radio, TV or hi-fi) or undertake any activity which is likely to interfere with the peaceful enjoyment of another Lot or of any person lawfully using the Common Property;
- 7.8 wash down, sweep or clean balconies, or water plants on balconies which results in surplus water, dust or debris running or falling from the edge of the balcony;
- 7.9 wash a motor vehicle on any part of community Parcel.
- 7.11 use any barbecue or cooking device on a balcony other than one that is smoke free and gas fired;

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- 7.12 use any Community Corporation electricity outlets/power points for purposes other than those approved by the Community Corporation;
 - 7.13 relocate or remove the contents of a Lot outside the hours of 8.00 am to 2pm Monday to Friday, without the prior approval of the Community Corporation; The Building Supervisor must be given a minimum of three full days' notice to enable protective barriers to be installed.
 - 7.14 bicycles are not to be brought into the foyer, lifts, hallways, corridors or balconies.
 - 7.15 bicycles can only be stored within the car park or storage areas with entrance and exit only via external garage doors.
 - 7.16 install a safe in a Lot without the written consent of the Community Corporation and before submitting to the Community Corporation a structural engineering report in respect of the safe loading capacity of the building structure to carry the proposed installation.
 - 7.17 A Lotholder or Occupier is prohibited from publishing or causing or contributing to be published, through any media, other persons, organization or any articles, statements, press releases or comments regarding any building issues, whether structural or safety or of any other nature, which may or could contribute to or cause directly or indirectly any decline or reduction in the value of the strata property as a whole or individual lots therein, without the prior approval of the Body Corporate.
- 8.0 A Lot holder or occupier of a lot with a balcony attached is prohibited from using the balcony for;
- 8.1 hanging washing or clothing;
 - 8.2 flying flags or banners, or erecting or locating other forms of advertising or promotional material;
 - 8.3 igniting fireworks on any areas of the Community parcel.
 - 8.4 deliberate throwing or dropping of materials, liquids or objects from the balconies or any areas or portion of the Community Parcel;
 - 8.5 emitting amplified music or other broadcasting so as to cause a nuisance or interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the relevant balcony or adjacent to the Community Parcel;
 - 8.6 storage of rubbish bins;

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- 8.7 affixing any telephone antennae or telecommunications receiver or transmitter;
- 8.8 On the Fullarton Road frontage any proposed air conditioning unit installation must initially be conditionally approved by the Corporation and subsequently approved by the Burnside Council.
- 8.9 keeping animals including birds, reptiles, fish or insects in or on the balcony area.

This By-Law may not be revoked without the City of Burnside's prior approval

9.0 Disposal of Garbage:

- 9.1 Community Corporation must ensure that for each Lot there is a freely accessible area for storage of garbage or refuse,
- 9.2 The Community Corporation shall be responsible for the collection and removal of residential waste, and may appoint a contractor to attend to such collection and removal and shall take reasonable measures to minimise disruption to occupiers.
- 9.3 A Lotholder or Occupier of a Lot must dispose of any rubbish or other materials in accordance with the Rules for refuse management passed from time to time by the Community Corporation.
- 9.4 A Lotholder of a Lot shall be responsible for any additional cost incurred by the Community Corporation for non-observance of proper rubbish disposal practices whether caused by the Lotholder or Occupier or Authorised Person of the Lot.

PART 4 -USE OF LOTS

10. Good Repair

A Lotholder must:

- 10.1 maintain the Lot in good repair;
- 10.2 carry out any work ordered by a council or other public authority in respect of the Lot;
- 10.3 carry out any work ordered by the Community Corporation in respect of the Lot.

11. Permitted Use

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11.1 No Lot shall be used or occupied otherwise than as:

11.1.1 a residence; or

11.1.2 a residence and home office within guidelines approved by the Community Corporation from time to time.

11.2 Lotholders or Occupiers of a Lot must not alter the external appearance of a Lot without the written approval of the Community Corporation.

12. Fixing of Shutters, Blinds, Security Devices and Fly Screens

12.1 A Lotholder or Occupier of a Lot must not, except with the approval of the Community Corporation:

12.1.1 fix shutters, blinds, canopies or awnings to the outside of a building on a Lot or the outside of building containing a Lot;

12.1.2 fix bars, screens, security doors or other security devices to the outside of a building on a Lot or the outside of a building containing a Lot;

12.1.3 fix blinds or curtains with external facings of a colour outside the colour scheme (if any) formally adopted by the Community Corporation at a general meeting.

12.2 A Lotholder or Occupier of a Lot must not install or use any security system or device having a siren or flashing light unless the person has lodged with the Chairman of the Community Corporation:

12.2.1 telephone numbers for contacting the person during working hours;

12.2.2 a key to the person's apartment and alarm;

12.2.3 instructions on how to disarm the alarm;

12.2.4 a written authority for the Chairman or the Chairman's nominee to enter the Lot in the event that the security alarm or device is activated during the absence of the Lotholder or Occupier; and

12.2.5 a release from liability, in a form acceptable to the Chairman, in respect of loss or damage caused to the Lot by the Chairman or nominee acting in good faith in the course of trying to disarm the security alarm or device.

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13. Aerials and Solar Energy Devices

A Lotholder or Occupier of a Lot must not, except with the approval of the Community Corporation, construct, install or attach to the outside of any building on a Lot or the outside of any building containing a Lot or a structure on a Lot:

- 13.1 any television, radio or other aerial, antenna, dish or tower or any other transmitting or receiving device;
- 13.2 any solar energy collector panels and equipment;
- 13.3 any energy conservation equipment; or
- 13.4 a solar hot water system and equipment associated with it.

14. Penetration of Walls, Floors, Balconies or Decks

A Lotholder or Occupier of a Lot must not, except with the approval of the Community Corporation, make any hole or like penetration into any apartment walls, floors, balconies or decks.

15. Things not in Keeping

Subject to the other provisions of these By-Laws, a Lotholder or Occupier of a Lot must not, except with the approval of the Community Corporation, construct, install or maintain on or in a Lot anything which can be seen from outside the Lot and which in the reasonable opinion of the Community Corporation is not in keeping with the Common Property or the Community Parcel, such as clotheslines, hanging clothes, bikes, banners or flags.

16. Maintenance of Building on Lot

- 16.1 A Lotholder or Occupier of a Lot must keep the Lot clean and tidy and in good repair and condition.
- 16.2 The Community Corporation may give notice to the Lotholder or Occupier of a Lot requiring him to comply with the terms of this By-Law

17. Lotholder's Obligations During Fit Out Renovations and Improvements

- 17.1 Before commencing any fitout, renovations and improvements to a Lot, the Lotholder must advise the Community Corporation of the works to be undertaken to enable the Community Corporation to establish requirements

as.

referred

Dr.

This is a copy (marked "A") of the by-laws referenced to in the attached certificate and a copy (marked "B") of the draft by-laws tabled at the meeting of the corporation dated 25.2022 referred to in the attached certificate.


Anne Leahy

Thomson

Authentic Party.

**TERMS OF INSTRUMENT
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W.B. "4"

**COMMUNITY
TITLES ACT
1996 BYLAWS.**

**COMMUNITY CORPORATION
NO. CP 20846**

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COMMUNITY TITLES ACT

1996 BY-LAWS

COMMUNITY CORPORATION NO. CP 20846 INCORPORATED

INTRODUCTIONS

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

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

PART 1-DEFINITIONS

- L** The following words have these meanings in the By-Laws unless the contrary intention appears:

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

"Annual General Meeting" means an annual general meeting of the Community Corporation other than the first annual general meeting;

"Authorised Person" means a person on the Community Parcel with the consent express or implied of a Lotholder or Occupier of a Lot or the Community Corporation;

"By-law" means a by-law included in these By-Laws, as amended from time to time;

"Community Corporation" means the Community Corporation No. CP 20846 Incorporated constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

"Community Plan" means Community Plan No. C20846.

"Common Property" means:

- (a) those parts of the Community Parcel and the building that do not comprise or form part of a Lot;
- (b) the service in infrastructure (except for any part of the service infrastructure that is vested in a Minister of the Crown or other authority or person and the parts of the service infrastructure that provide a service to only one Lot);
- (c) any other property delineated as common property; and
- (d) any property vested in the Community Corporation to be owned as community property

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"Community Parcel" means the whole of the land comprised in Community Plan No.20846;

"Developer" means Queen Victoria Apartments Pty Ltd and its successors and assigns.

"Development Activities" means:

- (a) any form of demolition work, building work or work ancillary to or associated with building work on the Community Parcel and Common Property including, without limitation, the installation of Private Services;
- (b) any form of landscaping work or work ancillary to or associated with landscaping work on the Community Parcel;
- (c) any form or work other than the forms of work referred to in paragraphs (a) and (b) of this definition which is considered necessary or desirable by the Developer;
- (d) the use of any part of the Community Parcel and Common Property in connection with the forms of work referred to in paragraphs (a) to (c) of this definition, or

"General Meeting" means:

- (a) an annual general meeting, or
- (b) a special general meeting of the Community Corporation.

"Lot" means a Community Lot.

"Lot Entitlements" means the lot entitlements for the Lots recorded on the relevant deposited community plan as may be varied in accordance with the Act from time to time.

"Management Committee" means the management committee of the Community Corporation as constituted or elected from time to time under the Act.

"Manager" means the person or managing agent appointed by the Corporation pursuant to By-Law 3.3.

"Private Service" means a service running through or servicing Lots, Common Property or Common Property that is not a Statutory Service.

"Restricted Common Property" means those areas of the Common Property

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which have been designated by the Corporation as Restricted Common Property areas and allocated for the use by an individual Lot or Lots for the purposes of storage or other purposes as determined by the Corporation from time to time.

"Rules" means the rules made in terms of By-Law 28.

"Sales Activities" means activities relating to the sale of Lots, including sale by auction of Lots or leasing of Lots and all ancillary activities

"Security Key" means a key, magnetic card or other device used to:

- (a) open and close doors, gates, building or locks, or
- (b) operate alarms, security systems or communication systems, or
- (c) limit elevator access to a particular floor or floors

2.1 In the By-laws unless the contrary intention appears; the following applies:

- (a) a reference to an instrument, By-Law or matter regulated by a By-Law includes any variation or replacement of it;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it 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 by novation) and assigns;
- (g) a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later;
- (h) headings are inserted for convenience and do not affect the interpretation of these By- Laws.

2.2 This paragraph is left intentionally blank.

2.3 If the whole or any part of a provision of these By-Laws is invalid, unenforceable or

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illegal, then it is severed. The remainder of these By-Laws will continue to have full force and effect. This By- Law has no effect if the severance alters the basic nature of the By-Laws or is contrary to public policy.

- 2.4 The Community Corporation may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by the Community Corporation does not prevent a further exercise or a delay in exercising a right, power or remedy does not prevent its exercise.
- 2.5 The rights, powers and remedies provided in the By-Laws are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of the By-Laws.
- 2.6 A reference to an authority, institute, association or body or to any officer of them is in the event of that authority, institute, association, body or officer ceasing to exist or being reconstituted, renamed or replaced or of their respective powers or functions being transferred to any other organisation or person deemed to be a reference to the organisation or officer established, constituted or appointed in lieu of or as replacement for or which or who serves substantially the same purposes or subject of that authority, institute, association, body or officer.
- 2.7 Words or expressions which have the first letter capitalised are defined terms. Where such a word or expression is not expressly defined in the By-Laws it shall have the same meaning as it has in the Act, unless the context otherwise requires.

PART 2 - MANDATORY BY-LAWS

3. Administration, Management and Control of Common Property

- 3.1 The Community Corporation is responsible for the administration, management and control of the Common Property;
- 3.2 The Community Corporation may appoint a Management Committee which shall be responsible to the Community Corporation for the administration, management and control of the Common Property except with respect to matters concerning:
 - 3.2.1 the appointment of a Manager pursuant to By-Laws 3.3;
 - 3.2.2 maintenance, upgrading or improvements to the Common Property when the item to be considered exceeds \$25,000.00 or such amount to be fixed from time to time by a Special Resolution of the Corporation;

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3.2.3 the Community Corporation's obligations regarding the insurance under the Act.

3.3 The Community Corporation may appoint a Manager to carry out, on behalf of the Community Corporation, the function of administering, managing and controlling the Common Property.

3.4 The Manager shall be appointed on a contract that is subject to annual review by the Community Corporation.

3.5 If on annual review the Community Corporation is dissatisfied with the performance of the Manager, the Community Corporation may terminate the management contract.

3.6 All occupants in the building must attend an induction procedure session with the building supervisor prior to commencing residence in the building. The procedure must include fire evacuation procedures.

3.7 The Committee has the ability to set a levy payable by Owners to the Corporation in the event owners or tenants vacate and or take up residence in any lot and such levy shall be determined from time to time by the Committee.

4.0 Use and Enjoyment of the Common Property

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

5.0 Corporation's Right to Enter into Contracts

The Community Corporation may enter into, ratify and adopt, take an assignment of or novate a contract with persons to provide:

5.1 management, operational maintenance and other services in connection with the Common Property;

5.2 services or amenities to the Lotholders or Occupiers of Lots.

6.0 Delivery of Mail

6.1 A Lotholder or Occupier of a Lot must comply with any Rules made by the Community Corporation in relation to the letter boxes or the delivery of mail.

6.2 The Community Corporation must ensure that a separate letter box for delivery of mail is available for use by the proprietor or occupier of

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each Lot.

PART 3-COMMUNITY PARCEL

7.0 Prohibited Activities

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

- 7.1 interfere with the quiet enjoyment of another Lot or the Common Property;
- 7.1 obstruct any person's lawful access to any Lot or to the Common Property;
- 7.2 carry, use, discharge or explode any firearm, explosive, fireworks, air gun or other weapon;
- 7.3 use any language or behave in a manner likely to cause offence or a nuisance or embarrassment to others;
- 7.4 burn rubbish or waste at any time ;
- 7.5 damage or deface any building or sign or structure on the Community Parcel;
- 7.6 fail to comply with any reasonable direction or request from the Community Corporation.
- 7.7 create any noise (including from a radio, TV or hi-fi) or undertake any activity which is likely to interfere with the peaceful enjoyment of another Lot or of any person lawfully using the Common Property;
- 7.8 wash down, sweep or clean balconies, or water plants on balconies which results in surplus water, dust or debris running or falling from the edge of the balcony;
- 7.9 wash a motor vehicle on any part of community Parcel.
- 7.11 use any barbecue or cooking device on a balcony other than one that is smoke free and gas fired;
- 7.12 use any Community Corporation electricity outlets/power points for purposes other than those approved by the Community Corporation;

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- 7.13 relocate or remove the contents of a Lot outside the hours of 8.00 am to 2pm Monday to Friday, without the prior approval of the Community Corporation; The Building Supervisor must be given a minimum of three full days' notice to enable protective barriers to be installed.
 - 7.14 bicycles are not to be brought into the foyer, lifts, hallways, corridors or balconies.
 - 7.15 bicycles can only be stored within the car park or storage areas with entrance and exit only via external garage doors.
 - 7.16 install a safe in a Lot without the written consent of the Community Corporation and before submitting to the Community Corporation a structural engineering report in respect of the safe loading capacity of the building structure to carry the proposed installation.
 - 7.17 A Lotholder or Occupier is prohibited from publishing or causing or contributing to be published, through any media, other persons, organization or any articles, statements, press releases or comments regarding any building issues, whether structural or safety or of any other nature, which may or could contribute to or cause directly or indirectly any decline or reduction in the value of the strata property as a whole or individual lots therein, without the prior approval of the Body Corporate.
- 8.0** A Lot holder or occupier of a lot with a balcony attached is prohibited from using the balcony for;
- 8.1 hanging washing or clothing;
 - 8.2 flying flags or banners. or erecting or locating other forms of advertising or promotional material;
 - 8.3 igniting fireworks on any areas of the Community parcel.
 - 8.4 deliberate throwing or dropping of materials, liquids or objects from the balconies or any areas or portion of the Community Parcel;
 - 8.5 emitting amplified music or other broadcasting so as to cause a nuisance or interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the relevant balcony or adjacent to the Community Parcel;
 - 8.6 storage of rubbish bins;
 - 8.7 affixing any telephone antennae or telecommunications receiver or transmitter;

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8.8 On the Fullarton Road frontage any proposed air conditioning unit installation must initially be conditionally approved by the Corporation and subsequently approved by the Burnside Council.

8.9 keeping animals including birds, reptiles, fish or insects in or on the balcony area.

This By-Law may not be revoked without the City of Burnside's prior approval

9.0 Disposal of Garbage:

9.1 Community Corporation must ensure that for each Lot there is a freely accessible area for storage of garbage or refuse.

9.2 The Community Corporation shall be responsible for the collection and removal of residential waste, and may appoint a contractor to attend to such collection and removal and shall take reasonable measures to minimise disruption to occupiers.

9.3 A Lotholder or Occupier of a Lot must dispose of any rubbish or other materials in accordance with the Rules for refuse management passed from time to time by the Community Corporation.

9.4 A Lotholder of a Lot shall be responsible for any additional cost incurred by the Community Corporation for non-observance of proper rubbish disposal practices whether caused by the Lotholder or Occupier or Authorised Person of the Lot.

PART 4 -USE OF LOTS

10. Good Repair

A Lotholder must:

10.1 maintain the Lot in good repair;

10.2 carry out any work ordered by a council or other public authority in respect of the Lot;

10.3 carry out any work ordered by the Community Corporation in respect of the Lot.

11. Permitted Use

11.1 No Lot shall be used or occupied otherwise than as:

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11.1.1 a residence; or

11.1.2 a residence and home office within guidelines approved by the Community Corporation from time to time.

11.2 Lotholders or Occupiers of a Lot must not alter the external appearance of a Lot without the written approval of the Community Corporation.

12. Fixing of Shutters, Blinds, Security Devices and Fly Screens

12.1 A Lotholder or Occupier of a Lot must not, except with the approval of the Community Corporation:

12.1.1 fix shutters, blinds, canopies or awnings to the outside of a building on a Lot or the outside of building containing a Lot;

12.1.2 fix bars, screens, security doors or other security devices to the outside of a building on a Lot or the outside of a building containing a Lot;

12.1.3 fix blinds or curtains with external facings of a colour outside the colour scheme (if any) formally adopted by the Community Corporation at a general meeting.

12.2 A Lotholder or Occupier of a Lot must not install or use any security system or device having a siren or flashing light unless the person has lodged with the Chairman of the Community Corporation:

12.2.1 telephone numbers for contacting the person during working hours;

12.2.2 a key to the person's apartment and alarm;

12.2.3 instructions on how to disarm the alarm;

12.2.4 a written authority for the Chairman or the Chairman's nominee to enter the Lot in the event that the security alarm or device is activated during the absence of the Lotholder or Occupier; and

12.2.5 a release from liability, in a form acceptable to the Chairman, in respect of loss or damage caused to the Lot by the Chairman or nominee acting in good faith in the course of trying to disarm the security alarm or device.

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13. Aerials and Solar Energy Devices

A Lotholder or Occupier of a Lot must not, except with the approval of the Community Corporation, construct, install or attach to the outside of any building on a Lot or the outside of any building containing a Lot or a structure on a Lot:

13.1 any television, radio or other aerial, antenna, dish or tower or any other transmitting or receiving device;

13.2 any solar energy collector panels and equipment;

13.3 any energy conservation equipment; or

13.4 a solar hot water system and equipment associated with it.

14. Penetration of Walls, Floors, Balconies or Decks

A Lotholder or Occupier of a Lot must not, except with the approval of the Community Corporation, make any hole or like penetration into any apartment walls, floors, balconies or decks.

15. Things not in Keeping

Subject to the other provisions of these By-Laws, a Lotholder or Occupier of a Lot must not, except with the approval of the Community Corporation, construct, install or maintain on or in a Lot anything which can be seen from outside the Lot and which in the reasonable opinion of the Community Corporation is not in keeping with the Common Property or the Community Parcel, such as clotheslines, hanging clothes, bikes, banners or flags.

16. Maintenance of Building on Lot

16.1 A Lotholder or Occupier of a Lot must keep the Lot clean and tidy and in good repair and condition.

16.2 The Community Corporation may give notice to the Lotholder or Occupier of a Lot requiring him to comply with the terms of this By-Law

17. Lotholder's Obligations During Fit Out Renovations and Improvements

17.1 Before commencing any fitout, renovations and improvements to a Lot, the Lotholder must advise the Community Corporation of the works to be undertaken to enable the Community Corporation to establish requirements for the movement of material to and from the Lot and across Common Property and establish agreed hours for the work to be carried out to ensure

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minimum disruption to other Lotholders and Occupiers of other Lots.

- 17.2 All renovation or improvement works must be carried out strictly in accordance with the provisions of the consents granted by the Corporation and Council, Government or Statutory authority.
- 17.3 The Community Corporation shall provide a written approval to the Lotholder incorporating the requirements of the Community Corporation which the approved work is being carried out.
- 17.4 A copy of the approval must be provided to all contractors and such copy is to be displayed prominently on the Lot to ensure that tradespeople are aware of the conditions imposed by the Community Corporation during the construction period which must include no such work to occur outside the hours of 8.00 a.m. to 5 p.m. on Mondays to Fridays.
- 17.5 In addition to other matters determined by the Community Corporation in each circumstance the approval shall include requirements to ensure the tradespeople and workmen will carry out their work properly and decently attired and in a manner which will keep noise (including radios and other amplifiers), dust, bad language and inconvenience to others to a minimum

18. Fixing of Signs

- 18.1 Subject to the other provisions of these By-Laws, a Lotholder or Occupier of a Lot must not, except with the approval of the Community Corporation, fix or place any sign, placard, banner, notice or advertisement:
 - 18.1.1 on the outside of the building on a Lot or any building containing a Lot;
 - 18.1.2 on any structure erected on a Lot;
 - 18.1.3 on or adjacent to the surface of any window of any building on a Lot or any building containing a Lot;
 - 18.1.4 on any open space area of a Lot
 - 18.1.5 on any Common Property.

19. Keeping of Pets

- 19.1 A Lotholder of a Lot (but not a tenant, lessee or other Occupier) may, subject to this By-law, keep either a bird, a cat or a dog of 15 kilograms or less on the Lot. Any pet other than a bird, a cat or a dog of 15

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kilograms or less shall not be kept on the Lot without the written approval of the Community Corporation.

- 19.2 Notwithstanding paragraphs 1 and 3 of this By-Law 19, a Lotholder or an Occupier of a Lot or a visitor to the Community Parcel who suffers from a disability, may keep or use a dog that is trained to assist in respect of that disability.
- 19.3 Where a Lotholder or Occupier of a Lot or their Authorised Person brings or keeps a pet of the Lot or any other part of the Common Property, that Lotholder or Occupier is:
 - 19.3.1 liable to the Lotholder or Occupiers of other Lots and all other persons lawfully on the Common Property for any noise which is disturbing to an extent which is unreasonable and for damage to or loss of property or injury to any person caused by the pet; and
 - 19.3.2 responsible for cleaning up after the pet has used any part of another Lot or of any part of the Common Property.
- 19.4 In the case of repeated claims of excessive noise or nuisance in respect of a pet the Community Corporation may by order in writing require the Lotholder or Occupier of a Lot or their Authorised Person to remove the pet either temporarily or permanently

20 Lotholder and Occupier Responsible for Others

- 20.1 A Lotholder or Occupier of a Lot must take all reasonable steps to ensure that an Authorised Person complies with the By-Laws.
- 20.2 If an Authorised Person does not comply with the By-laws then the Lotholder or Occupier must withdraw the consent of the person to be on the Community Parcel and request that person to leave the Community Parcel.
- 20.3 If the By-laws prohibit a Lotholder or Occupier of a Lot from doing a thing, the Lotholder or Occupier must not allow or cause another person to do that thing.

21 Restriction on Leasing of a Lot

A Lot Owner may not lease or otherwise grant rights of occupation in respect of a Lot for valuable consideration for a period of less than six (6) months.

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PART 5 - COMMON PROPERTY

22 Prohibited Activities

The following activities are prohibited on the Common Property:

- 22.1 riding skateboards
- 22.2 using roller-skates or rollerblades
- 22.3 playing games; and
- 22.4 consumption of alcohol without the prior written consent of the Management Committee

23. Common Property

23.1 Subject to these By-Laws, Common Property is available for use by:

- 23.1.1 Lotholders and Occupiers of the Lots; and
- 23.1.2 Authorised Persons.

23.2 The Community Corporation may impose contributions on all Lotholders of Lots in respect of the costs associated with the control, management, operation, security, insurance, maintenance and repair of the Common Property (but not the Restricted Common Property). The contributions of Lotholders must be calculated in accordance with the Lot Entitlements.

23.3 With regard to Restricted Common Property:

- 23.3.1 The Community Corporation must impose contributions for the costs associated with the control, management, operation, maintenance and repair of the use of Restricted Common Property by a Lotholder or Lotholders;
- 23.3.2 Any contribution imposed by the Community Corporation for the use of Restricted Common Property shall be calculated by reference to the Lot Entitlement of the Lot that has the use of Restricted Common Property; and
- 23.3.3 If more than one Lot has the use of the same area of Restricted Common Property then the contribution imposed by the Community Corporation for such Lotholders shall be calculated by the Community Corporation by reference to each of their Lot Entitlements as a proportion of their aggregate Lot Entitlements.

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23.4 A Lotholder or Occupier of a Lot must not, except with the approval of the Community Corporation:

23.4.1 leave anything on or obstruct the use of Common Property.

23.4.2 Park a vehicle in such a way as to block the ingress or egress of others.

23.5 A Lotholder or Occupier of a Lot must not damage Common Property including without limitation, any painting, statue, decorative feature, garden, tree, shrub, plant or flower which is part of or situated on Common Property.

23.6 A Lotholder or Occupier of a Lot must not, except with the approval of the Community Corporation, or pursuant to By-Laws in force in the Community Parcel, use for his or her own purpose any part of the Common Property.

23.7 A Lotholder or Occupier of a Lot must give notice to the Community Corporation of any damage to or defect in the Common Property immediately he or she becomes aware of it.

23.8 A Lotholder or Occupier of a Lot must not do or permit anything to be done that interferes with the provision of services through the Lot or the Common Property.

23.9 The Community Corporation may restrict access to Common Property by means of a Security Key to be issued to each Lotholder and Occupier

24. Statutory Services

The Community Plan includes a diagram relating to service lines in respect of water, sewerage, storm water, electricity, gas and telephone services to the Community Parcel. The Community Corporation shall be responsible for ensuring the maintenance repair and replacement of water, sewerage, storm water, electricity, gas and telephone services within the Common Property, (but not any such services available to only one Lot), as well as any other services introduced by the Community Corporation for the use or benefit of all Lots (for example, a TV satellite dish).

25. Construction on Common Property

25.1 The Lotholder or Occupier of a Lot must not, except with the approval of the Community Corporation:

25.1.1 construct any building or other structure including, within limitation, any fence, screen, pergola or awning on Common Property;

25.1.2 attach any item as a fixture or otherwise to Common property; or

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25.1.3 alter Common Property.

25.2 A condition of any such approval by the Community Corporation may be that any such construction, attachment or alteration must be kept clean and tidy and in good repair by and at the expense of the Lotholder for the time being of the relevant Lot.

PART 6 - MISCELLANEOUS

26. Insurance

26.1 The Community Corporation shall (on an annual basis) review:

26.1.1 all insurance effected by it; and

26.1.2 the need for new or additional insurances.

26.2 Notice of an Annual General Meeting must include a form of motion to decide whether insurances effected by the Community Corporation should be confirmed, varied or extended.

26.3 The Community Corporation must immediately effect new insurances or vary or extend insurances if there is a significant increase in risk or a new risk to Common Property or the Community Parcel.

26.4 A Lotholder or Occupier of a Lot must not, except with the approval of the Community Corporation, do anything that might:

26.4.1 Void or prejudice insurance effected by the Community Corporation; or

26.4.2 increase any insurance premium payable by the Community Corporation.

26.5 Each Lotholder is required to effect Public Liability Insurance cover for an amount of \$10,000,000.00 or other amount as determined by the Community Corporation from time to time to cover any person or persons whilst they are in or on the Lotholder's Lot.

26.6 A Lotholder shall provide evidence of such insurance cover as and when requested by the Community Corporation

26.7 Where repairs are carried out under any insurance claim and the repairs benefit a particular lot, the Lotholder will be responsible for the payment of any insurance excess applicable save and except any excess payments exempted or waived by the Community Corporation

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27. Restrictions on Car Parking

- 27.1 A Lotholder or Occupier of a Lot must not park a truck, tractor, boat or trailer except in an area designated by the Community Corporation from time to time as being an area where a truck, tractor, boat or trailer may be parked by A Lotholder or Occupier of a Lot.
- 27.2 A Lotholder or Occupier of a Lot must ensure that they he or she and his or her invitees use visitor parking areas (if any) only for the purposes of casual parking.
- 27.3 The breezeway car park area is for Pick-up/drop-off only; the maximum parking limit is five minutes, other than those approved by the Community Corporation; The Committee is authorised to impose fines for any parking breaches and any breaches of parking signs posted & displayed in any QVA parking areas.

28. Service of Notices

A notice from the Community Corporation to a Lotholder or Occupier of a Lot shall be deemed to have been sufficiently served if left on the Lot addressed to a Lotholder of a Lot at the Lotholder's address last known to the Community Corporation and posted by normal postal methods. Any notice served by normal mail shall be deemed to have been delivered two working days after being posted by the Community Corporation (or its agent).

29. Rules

- 29.1 The Community Corporation or, subject to delegation by the Community Corporation, the Management Committee shall have the power to issue a set of rule which it may amend from time to time to ensure that the Lotholders and Occupiers of a Lot have proper use and enjoyment of their Lot and the Common Property.
- 29.2 Without limiting the generality of the foregoing, the Rules may address the behaviour of Lotholders and Occupiers in relation to the Common Property, including such matters as decency of attire, use of offensive language and restrictions on smoking.

30. Community Corporation's Right to Recovery Money

- 30.1 The Community Corporation may recover any money owing to it under the By-Laws as a debt.

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30.2 A Lotholder or Occupier of a Lot must pay or reimburse the Community Corporation on demand for the costs charges and expenses of the Community Corporation in connection with contemplated or actual enforcement or preservation of any rights under the By-Laws in relation to a Lotholder or Occupier.

30.3 The Community Corporation may charge interest on any overdue monies owed by a Lotholder or Occupier of a Lot to the Community Corporation at the rate of 2% per annum above the rate quoted by the Community Corporation's bankers on overdraft accommodation of less than \$100,000.00, calculated on daily balances commencing from the day that the money becomes due for payment until actual payment.

31. Breach of By-Laws

31.1 If the Community Corporation resolves that a person has contravened or failed to comply with the provision of these By-laws, the Community Corporation may impose, and the person shall be liable to pay, a penalty as determined by the Community Corporation which penalty shall not exceed the maximum prescribed under the Act. The Community Corporation must not make such a resolution unless and until it has given the person a reasonable opportunity to explain and either the person has failed to appear at the stipulated meeting of the Community Corporation or lodged a written explanation within the time period specified or, if the person has so appeared or so lodged, the Community Corporation has given that explanation due consideration.

31.2 Where the Community Corporation has made a resolution in accordance with By-Law 31.1, and the Corporation has incurred costs, charges or expenses in remedying such breach, the Corporation is entitled to recover such costs, charges and expense from the person the subject of such resolution.

31.3 The costs, charges and expenses recoverable by the Community Corporation shall include without limitation, those expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern.

32. Indemnity and Release

A person bound by these By-Laws shall:

32.1 indemnify and forever hold harmless the Community Corporation from and against all and any other actions, claims, demands, losses, damages, costs and expenses which the Community Corporation shall or may become liable in respect of or arising out of any loss or injury both personal or in respect of

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property (suffered by any person in or about a Lot or Common Property) except and to the extent that such loss or injury was caused or contributed to by the negligence of the Community Corporation;

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

33. Commercial Activities

- 33.1 The Community Corporation shall make no objection to the normal day-to-day activities of the cafe/restaurant/function house/shop located on the Ground Floor.
- 33.2 The hours of operation of the commercial activities shall be at the discretion of the Lotholder of the relevant Lot, subject to compliance with development and food and liquor licensing requirements.
- 33.3 The noise from such activities shall not exceed a level that is reasonable for such activities

34. SMOKING

- 34.1 An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- 34.2 An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on any lot does not penetrate to the common property or any other lot.

MINUTES
of the Annual General Meeting

of
Community Corporation 20846 Inc.
160 FULLARTON ROAD, ROSE PARK

held

at Queen Victoria Apartments
Conference Room
160 Fullarton Road,
Rose Park SA 5067

on Monday, 2 May 2022 at 5:30 PM

PRESENT

In Person

Lot 105	Mr P H & Mrs M V T Martiensen
Lot 106	Mr G N & Mrs J Terrett
Lot 108	G Newhaven
Lot 109	Mr L E M Marin
Lot 110	Cleco Nominees (No 326 Pty Ltd)
Lot 113	Mr J Chcesman
Lot 201	Mr F R Webster
Lot 202	Mr C Karathanasis
Lot 209	Mr R A & Mrs L R Uma
Lot 210	Mr W McDonald
Lot 301	Ms A E Leahy
Lot 302	Mrs M K Spehr
Lot 303	Ms B M Driver
Lot 309	Mr J R Williams
Lot 409	Ms L G Besch
Lot 602	Mr G Olsson
Lot 603	Ms C A Ricketts & Mr M Ricketts
Lot 605	Ms C A Cranwell
Lot 706	Mr J A & Mrs C J Halbert

By Proxy

Lot 102	Mr S E J & Mrs L K Milton represented by proxy to Whittles
Lot 104	Mr P G Abbott represented by proxy to Whittles
Lot 107	Mr R M & Mrs L M Kelly represented by proxy to Whittles
Lot 213	Ms R E Barson represented by proxy to Whittles
Lot 307	Mr C Miller represented by proxy to Whittles
Lot 403	H R Hubbard & K A Noack represented by proxy to Whittles
Lot 405	Ms B J Coombs represented by proxy to L Besch
Lot 407	Mrs M K Cacas represented by proxy to Whittles
Lot 502	Mr E P & Mrs E E Siggs represented by proxy to F Webster
Lot 503	Mrs J M Whiteman represented by proxy to D Whiteman
Lot 504	Mr L J Tolley represented by proxy to Whittles
Lot 703	Mrs L R Kelly represented by proxy to C Cranwell
Lot 704	Mr R C & Mrs J M Mackay represented by proxy to Whittles
Lot 707	Mr T S Paech represented by proxy to Whittles

This is a copy of the minutes of the Annual General Meeting of Community Corporation 20846 Inc. held on 2 May 2022.

A. Leahy

C. Karathanasis

J. Williams

M. Ricketts

C. Cranwell

J. Halbert

By Proxy with written voting instructions

Lot 103 Miss S M Monks
 Lot 111 Ms C C I Hatchard
 Lot 112 Ms A Rieger
 Lot 114 Ms M C R Wiese
 Lot 208 Mr P F & Mrs S J Kilvert
 Lot 304 Ms V M McGregor-Reid
 Lot 308 Mr J R Davies
 Lot 311 Mrs J Rahman
 Lot 312 Mr G J & Dr G H Searle
 Lot 401 Mr G H & Mrs J A Murray
 Lot 402 Ms C J Underwood
 Lot 404 Mr P F Moran
 Lot 406 Ms M F Kuc
 Lot 408 Mr E R & Mrs L M Kohler
 Lot 708 MR R F McClure

In Attendance

Andrew Paine representing Lot 110
 Jon Williams representing Lot 111
 Anne Leahy representing Lot 304
 Lynley Besch representing Lots 401, 402 & 405
 Frank Webster representing Lot 502
 David Whiteman representing Lot 503
 Carolyn Cranwell representing Lot 703

Mark Sorgini and Effie Garas representing Whittles Body Corporate
 Management Pty Ltd

Apologies

Lot 112 - A Rieger
 Lot 210 - P McDonald
 Lot 703 - L Kelly & M Kelly

PROCEEDINGS**PRESIDING OFFICER**

The Presiding Officer, F Webster, presided over the meeting.

Quorum

The Corporation Manager declared that a quorum was formed with 47 of the 72 eligible Lots represented by presence or proxy. The manager explained that those Lot holders in arrears to the Corporation would not be considered as part of the quorum nor would they be eligible to vote on any issue. Those units for which owners are un-financial have not been included in the quorum count.

Declaration of Interest

All owners or their nominees, were reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.

1. Acceptance of Minutes

In accordance with the provisions of Section 81(5)(b) of the *Community Titles Act 1996*, the minutes of the last Annual General Meeting held on the 11th of May 2021 and sent to owners were accepted as a true and correct record of the proceedings of that meeting.

Moved: Wayne McDonald

Seconded: Charles Karathanasis

MOTION CARRIED

2. Acceptance of Statement of Accounts

In accordance with the provisions of Section 81(5) (d) of the *Community Titles Act 1996* (amended), the audited Statement of Accounts for the financial year ended from March 2021 to February 2022 which have been circulated to all members, were accepted.

Moved: Wayne McDonald

Seconded: John Cheesman

MOTION CARRIED

3. Presiding Officer's Report

During 2021 QVA was experiencing the epicentre of the Covid pandemic. Fortunately, it would appear we had no serious repercussions with only a couple of cases which were promptly reported. Appropriate protocols were set in place within the building and for residents' visitors. It was apparent that residents acted responsibly during these difficult times and consequently we got through relatively unscathed. Nevertheless, as it would appear that Covid & its associated strains are still with us, the Committee urges all residents & their visitors maintain their vigilance & adopt the safety & preventative measures recommended.

Unfortunately, during the year, we had a couple of break-ins to the external & internal car parks. As a result of the detective work & painstaking re-runs of cctv playbacks, Bikash was able to identify a major offender who had not only stolen a loaded vehicle from the back carpark but had used the garage opener presumably from that vehicle to subsequently access the basement carpark. The copy film was provided to the Police & apparently the offender was recognised & presumably charged. As a consequence, the Committee has approved the installation of extra cctv cameras in the basement and external car parks. All residents are asked to be vigilant if they notice vehicles following them into particularly the ground floor carpark before the roller door closes.

The question of charging facilities for electric vehicles being installed in the car parks was researched extensively by the Management Group (MG) who consulted with various suppliers & experts & submitted their report to the Committee. On the basis of those recommendations & particularly due to the prohibitive cost of installation it was decided to not proceed at this point but to keep the matter on the agenda to be revisited at a later date. Any owners/residents who wish to access that information are invited to discuss same with any member of the MG, John Williams, John Cheesman & the building supervisor Bikash.

The Committee & the MG are constantly aware of the ongoing maintenance & upkeep required of the QVA building. To that end the MG meets regularly & submits reports/recommendations to all meetings of the Management Committee. For example there have been leaks in the ceilings of the 7th, 4th & 3rd floors passageways recently. On each occasion with the assistance of Bikash our plumbers have attended promptly. We have been advised that in a building of this age even after the refit now 20+ years ago leaks will occur, but compared to other buildings of a similar nature & with newer plumbing, our pipes, etc are in pretty good order & a complete refit at this stage is not warranted. Nevertheless, leaks may occur in the future & if detected residents are urged to place a collecting bucket in the area & advise either Bikash or a Committee member immediately regardless of the time of day or night.

The ongoing problem with rubbish & recycling has again been tackled during the year. Disposable plastic bags & containers have been provided by Burnside Council & are available to all residents through Bikash. The Committee on behalf of all owners & residents would like to thank Chris Halbert & John Cheesman for their dedication & effort in this area. Not only is it a responsible approach to recycling it has saved QVA considerable collection fees in excess of \$3,000 since implemented. It is apparent that many residents are now more responsible & vigilant in their rubbish disposal habits which is to be commended.

Numerous other matters have also been considered during the last 12 months including but not limited to a new Fire panel to be installed in the foyer, the external building painting which will resume & be completed in the immediate future, the replacement of the Level 5 & 6 carpets, & the repaint of the Level 7 plant rooms & floor repair, new carpet having also been laid on Level 3.

Suffice to say to keep the building in tip top shape & compliant with all safety checks (also completed) the Committee & the Maintenance Group are constantly striving to ensure the best possible end result in all such areas. As such it would be remiss of me not to pay credit to the work & effort of the Committee members Wayne McDonald as Treasurer who is our financial rock, Anne Leahy (also our Newsletter editor) & Lynley Besch who provide balance & clarity to decision making & of course John Halbert & John Williams for their wisdom & input throughout the year. I am firmly of the opinion that this Committee with its balanced & considered approach is to a great degree responsible for the safe and harmonious environment in which we live. Similarly, the efforts of the Maintenance Group of John Cheesman, John Williams & our indefatigable Building Supervisor Bikash Nand with their constant monitoring of the QVA & reports to the Committee are an invaluable asset to the continued health & safety of all residents & the general upkeep of the building as a whole. Not only is the QVA a safe & desirable place to live, it is becoming a very valuable asset as seen by recent sales within the building & in many cases due to the untiring efforts of Victoria McGregor-Reid who has acted as the agent in the sale of a number of units.

Out Strata Manager, Mark Sorgini must also be mentioned. Mark was recently awarded the title & trophy by Strata Communities Australia (the industry body) for Best Strata Manager in SA. That I think speaks for itself & is warmly endorsed by the Committee & the Maintenance Group. On behalf of all owners & residents I thank The Committee, the MG & Mark for their efforts during the last 12 months & suggest that with the support & encouragement of all owners & residents they be congratulated.

In closing I wish on behalf of the Committee to pay respect to residents we have lost recently. Unfortunately, after former Committee Member, Peter Whites death not so long ago we also lost Peters wife (and Victoria McGregor-Reids sister) Helen White only a few weeks ago. Also, Ev Siggs wife, Elvie some months ago is sadly missed. During the year we lost our former Presiding Officer & MG Member, Don Sleath after a mercifully short illness. Don was a force of nature at the QVA & he and all others will be sadly missed. Our thoughts & condolences to all their families.

Presiding Officer, Frank Webster
May 2022.

Owners present noted the Presiding Officer's Report.

4. Appointment of Manager

The Corporation resolved under Section 76(9) of the *Community Titles Act 1996* to:

3.1 appoint Whittles Management Services Pty Ltd as its Manager to supply Services,

3.2 make the appointment for a Term of twelve(12) months, being from the March 2022 to February 2023 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked,

3.3 authorise limited powers to Whittles Management Services Pty Ltd, |

3.4 agree to pay Service Fees to Whittles Management Services Pty Ltd,

3.5 acknowledge the Disclosures by Whittles Management Services Pty Ltd, and

3.6 execute the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Management Services Pty Ltd.

The Services Agreement is available for viewing at whittles.com.au through your owner portal.

Moved: John Halbert

Seconded: Wayne McDonald

MOTION CARRIED

5. Election of Office Bearers and Committee

In accordance with Section 76(1) & 90 (1) of the *Community Titles Act 1996*, the meeting appointed the following Office Bearers and Committee Members:

Presiding Officer	F Webster	Lot 201
Secretary	A Leahy	Lot 301
Treasurer	W McDonald	Lot 210
Member	J Williams	Lot 309
Member	L Besch	Lot 409
Member	J Halbert	Lot 706

Limitations Imposed

The Body Corporate Manager advised that the Management Committee and Officers of the Corporation do not have powers to resolve matters subject to special or unanimous resolutions.

Committee Meetings should be conducted in accordance with Sections 91 to 99 of the *Community Titles Act 1996*. An agenda should be forwarded to all committee members and decisions at the meeting minuted, copies of which are to be included with the Corporation's records.

Moved: John Cheesman

Seconded: Graham Olsson

MOTION CARRIED

6. Current Insurance Details

The Corporation's current policy details are as follows:

Underwriting Agency	Strata Community Insurance Agencies Pty Ltd	
Underwriter	Allianz Australia Insurance Limited	
Broker	MGA Insurance Brokers	
Policy Number	SRSC20003733	
Expiry Date	30/07/2022	
Building / Common Property Cover	\$76,000,000 (Building) Excess	**See Notes Below**
Legal Liability	\$30,000,000	
Office Bearer's Liability	\$2,000,000	
Catastrophe Cover	Not Held	
Flood Cover	Held - As Per Policy	
Machinery Breakdown	\$100,000	Excess \$1,000
Appeal Expenses	\$100,000	
Common Area Contents	\$760,000	
Fidelity Guarantee	\$550,000	
Floating Floors	Held - As Per Policy	
Government Audit Costs	\$25,000	
Legal Defence Expenses	\$50,000	Excess **See Notes Below**
Loss of Rent/Temporary Accommodation	\$11,400,000	
Lot Owners Fixtures & Improvements (per lot)	\$300,000	
Voluntary Workers	\$200,000/\$2,000	

Notes

Excesses:

Section 1 - Insured Property \$1,000.

Section 9 - Legal Defence Expenses and 10% Contribution \$1,000.

Flood Limit:

We will pay up to \$10,000,000 for Loss or Damage to Your Insured Property caused by flood which happens during the Period of Insurance.

Please refer to the Product Disclosure Statement for Policy Limitations.

7. Insurance Valuation

A comprehensive professional valuation for insurance purposes was performed in April 2021 and is available for viewing at whittles.com.au through your owner portal.

8. Insurance Renewal

The Body Corporate Manager is to arrange quotes of the Corporation's insurance for a sum insured of \$76,000,000 with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles and Millennium Underwriting Agencies Pty Ltd. A Financial Services Guide is available on request, for review and approval by the Management Committee.

Owners were reminded that where repairs are carried out under insurance and the repairs benefit a particular lot, the lot owner will be responsible for the payment of any excess subject to any explicit instructions to the contrary by the corporation.

Whittles recommended consideration be given to the following additional cover options if not already included in your policy; office bearers liability, flood or catastrophe, electrical surge, loss of rent and machinery breakdown.

Contents Insurance

The Body Corporate Manager advised members of the necessity for them to arrange individually for adequate insurance for the contents of their lots, inclusive of carpets, drapes, light fittings, etc., whether or not the lot is occupied by the lot owner or tenant, and it was noted that the Corporation's Legal Liability cover applied primarily to common property and that lot owners should be separately insured for cover in relation to their own premises.

Members of the Corporation were reminded that it is their legal responsibility to advise the Corporation's Managers of any change in use of occupancy of their respective lot, and that the Corporation's insurance policy may be voided or otherwise placed at risk if the underwriter is not advised immediately.

The Corporation's Insurance Certificate of Currency is available for viewing at whittles.com.au through your owner portal.

Moved: Wayne McDonald

Seconded: Charles Karathanasis

MOTION CARRIED

9. Amendment of By-Laws (Special Resolution)

The Management Committee reviewed the terms of the current By-Laws and at its meeting on 15 March 2022 resolved to update the following proposed By-Laws namely.

3.1 Review of By-Laws

A copy of proposed amendments to the By-Laws were tabled and reviewed.

Amendments Included:

- 3.6 Resident Induction
- 3.7 Moving Levy
- 7.9 Washing of Motor Vehicles on the Community Parcel
- 7.12 Use of Common Power
- 7.13 Removals
- 7.14 Management of Bicycles
- 7.15 Storage of Bicycles
- 7.16 Installation of a safe
- 7.17 Publishing defamatory information about Corporation
- 8.3 Igniting Fireworks
- 8.4 Throwing objects
- 8.8 Approvals for air conditioner installations
- 9.2 Management of residential waste
- 17.2 Fit outs in accordance with consents
- 17.4 Conditions and hours regarding Fit Outs
- 21 Leasing restrictions
- 26.7 Insurance Excess
- 27.3 Parking in Breezeway
- 34 Smoking on the Community Parcel

The updated By-Laws were included in the Meeting Notice for reference.

Alterations appeared in RED text.

Accordingly, it is resolved by way of a Special Resolution of the Corporation that:

- the existing By-Laws of the Corporation be replaced with those attached to the Notice and marked "Amended By-Laws April 2022" and
- the Body Corporate Manager do all things and execute all documents which are necessary to enable the amended By-Laws to be lodged at the Lands Titles Office in accordance with the provisions of the *Community Titles Act 1996* and to engage Jones Harley Toole Solicitors for that purpose.

Moved: Michael Ricketts
Seconded: John Williams
YES - 36 / NO - 0 / ABSTAIN - 11
MOTION CARRIED

10. General Business

There was no general business raised.

11. Administrative Fund Budget

In accordance with Section 81(5)(d) (iii) of the *Community Titles Act 1996*, the attached Administrative Fund budget was approved and adopted.

It was resolved that contributions to the Administrative Fund will remain unaltered at \$51,550 per quarter with the total contributions to be raised of \$206,200 for the financial year ending February 2023.

This budget is based on the minimum requirements for the Corporation during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by Owners during the year.

Contributions will be raised in accordance with Lot Entitlement Values.

Moved: Wayne McDonald
Seconded: Chris Halbert
MOTION CARRIED

12. Sinking Fund Budget

In accordance with Section 116 of the *Community Titles Act 1996*, the attached Sinking Fund budget was approved and adopted.

It was resolved that contributions to the Sinking Fund will remain unaltered at \$29,000 per quarter with the total contributions to be raised of \$116,000 for the financial year ending February 2023.

This budget is based on the minimum requirements for the Corporation during the coming year and DOES NOT provide for additional works as may be agreed to or arranged by Owners during the year.

Contributions will be raised in accordance with Lot Entitlement Values.

Moved: Wayne McDonald
Seconded: Chris Halbert
MOTION CARRIED

13. Insufficient Funds Special Levy Authority

The Corporation RESOLVED should there be insufficient funds in the Administration Account of the Corporation to meet the payment of the premium for insurance, rates and taxes or other like expenses as and when those expenses become due for payment and which if unpaid would expose the Corporation to risk or the imposition of fines or other sanctions, then, and only then, the Body Corporate Manager is authorised, but in consultation with the Management Committee, to raise a Special Levy to meet the shortfall required to ensure payment of the relevant expense PROVIDED THAT the amount of the Special Levy so raised is to be in accordance with Lot Entitlement Values and must not exceed the sum of \$60,000 ("the Maximum Levy Amount").

If the Maximum Levy Amount is insufficient to meet the relevant expense or expenses, then any additional Special Levy necessary to meet such expense must be authorised by the Body Corporate at a duly convened General Meeting of owners.

Moved: Michael Ricketts
Seconded: Andrew Paine
MOTION CARRIED

14. Interest Charged on Overdue Contributions/Levies

In accordance with the provisions of Section 114 (4) of the *Community Titles Act 1996*, the Corporation will apply arrears interest of 15% per annum, calculated daily, if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date. The Presiding Officer and/or Management Committee is authorised to waive penalty interest charges in extenuating circumstances at its discretion.

Moved: Chris Halbert
Seconded: Anne Leahy
MOTION CARRIED

15. Recovery of Overdue Contributions/Levies

In accordance with Section 114 (7) of the *Community Titles Act 1996*, Whittles is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of Community Corporation 20846 Inc. when they are in arrears to recover overdue contributions and levies, penalties and recovery costs incurred

Whittles charge the debtor for the issue of a First Arrears Notice if payment of a contribution or levy or an instalment of a contribution or levy is not received in full within 30 days of the due date. (30 days or more overdue), and when issuing instructions to the debt recovery company.

Fees charged by third party providers will be recovered from the debtor at cost per invoice.

Moved: John Cheeseman
Seconded: Charles Karathanasis
MOTION CARRIED

NEXT ANNUAL GENERAL MEETING

There was general agreement that next year's meeting should be held at a date and time to be determined. Upon instructions from the Management Committee, the Body Corporate Manager is to set the meeting and forward the appropriate notices to all owners.

CLOSURE

The meeting closed at 6:05 pm.

Owners are able to access & update their personal details through Whittles Owner Portal online.

To access your account go to www.whittles.com.au select 'Owner Portal' and enter the following details:

- Account code
- Plan number
- Unit number
- PIN (if this is your first time logging in, leave pin blank as you will be prompted to set a pin)

*** Please note that Whittles encourages owners to receive all correspondence and account notices via email, this ensures timely delivery of documents.**

Agreement 8602023

8602023

Series 1

4

Prefix

AGL



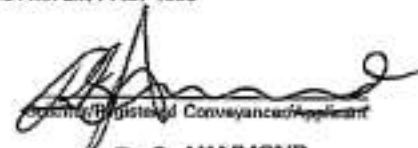
NOTES

1. This form may be used only when no pencil form is available.

**LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA**

FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886



R. G. HAMMOND

BELOW THIS LINE FOR OFFICE USE ONLY

Date	15 DEC 1998	Time	11:20
FEES			
RGD	POSTAGE	ADVERT	NEW CT
80			

EXAMINATION

\$6.75 CORRECTION 172.99	PASSED 
--------------------------------	---

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by:

BKIA

Correction to: NORMAN WATERHOUSE

59

NWAM

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

1.
2.
3.
4.
5.

Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

1.
2.
3.
4.
5.

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

ITEM CT/L REF	AGENT CODE

Form B.2

Insert type of
document hereAPPLICATION TO NOTE - DEVELOPMENT ACT, 1993
LAND MANAGEMENT AGREEMENTTO: **THE REGISTRAR GENERAL**

*subject to and together with the rights, liberties created in
indented and unindented in plan of a subdivision dated 7/12/98*

CITY OF BURNSIDE of 401 Greenhill Road, Tasmere SA 5062 **HEREBY APPLIES** pursuant to the provisions of Section 57(5) of the Development Act, 1993 for the noting of the attached Deed dated the 4th day of December 1998 *PA* and made between **CITY OF BURNSIDE** aforesaid as the Council of the one part and **LATIPSOH NOMINEES PTY LTD ACN 076 533 447** of 120 Kensington Road, Toorak Gardens SA 5065 as the Owner of the other part as a Land Management Agreement pursuant to Section 57(2) of the said Act. The said Deed binds the whole of the land comprised in Allotment 8 in Deposited Plan no. S1462 being portion of the land comprised in Certificate of Title Register Book VOLUME 5358 FOLIO 445 and operates to control the future conservation, preservation and management of the said land.

DATED the

4th

day of

December

1998

THE COMMON SEAL of CITY OF
BURNSIDE was hereunto affixed
in the presence of:

)
)
)
Mayor

Chief Executive Officer



COMMISSIONER OF STATE TAXATION

S.A. STAMP DUTY PAID
ORIGINAL with 2 copies

\$10.00

The Owner **HEREBY CONSENTS** to the noting of the attached Land Management Deed 08/12/98 11:08:22 FI3792.4
DEED

THE COMMON SEAL of LATIPSOH
NOMINEES PTY LTD ACN 076 533 447 was
hereunto affixed in the presence of:

)
)
)
Director

Secretary



REGISTERED *25.1.2*...../19*99*

Jotnam

pro



REGISTER-GENERAL

THIS DEED is made the 4th day of December 1998

BETWEEN: CITY OF BURNSIDE of 401 Greenhill Road, Tasmore SA 5062 (hereinafter with its successors and assigns called "the Council") of the one part

AND: LATIPSOH NOMINEES PTY LTD ACN 076 533 447 of 120 Kensington Road, Toorak Gardens SA 5065 (hereinafter with his or its executors administrators successors and assigns as the case may be called "the Owner") of the other part

RECITALS:

- A. The Owner is the proprietor of an estate in fee simple in the whole of the land comprised in Allotment 8 ~~demarcated in the plan annexed hereto and marked annexure "A"~~ ^{in proposed plan Site 22} being portion of the land comprised in Certificate of Title Register Book VOLUME 5358 FOLIO 445 (hereinafter called "the Land"); ad
- B. The Land has previously been used as part of the Queen Victoria Hospital complex.
- C. Situated on the Land in the south western corner is a significant building known as Queens Home which was registered as a State Heritage Item in 1985. Abutting Queens Home and extending to the east along Swaine Avenue is another building known as Wilson House.
- D. The Council granted Provisional Development Plan Consent pursuant to the provisions of the Development Act, 1993 (hereinafter called "the Act") to development application no. 180/164/98/C3, to demolish a number of buildings and structures and to re-develop part of the Land for carparking (hereinafter called "the Development Consent") and reserved its decision on the future development of Queens Home;
- E. The Development Consent involves the redevelopment of Wilson House to incorporate 15 dwellings.
- F. By Development Application no. 180/D016/98L (hereinafter called "the Land Division Application") the owner sought Provisional Development Plan and Land Division Consent pursuant to the provisions of the Act to divide the Land in accordance with the plan annexed hereto and marked "Annexure A" ^(the Plan) ad
- G. As part of the Land Division Application the Owner has offered to enter into this Deed and intends that this Deed form part of the land division application.
- H. The Land and the buildings thereon are prominently located within the Council's area. The Council wishes to ensure that the Land is managed in a sensitive and co-ordinated manner, that the key features of the Land are preserved and that the Land relates appropriately to adjoining land.

- I Pursuant to the provisions of Section 57(2) of the Act the owner has agreed with the Council to enter into this Deed relating to the management, preservation and conservation of the Land subject to the terms and conditions hereinafter mentioned.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

- 1.1 The parties acknowledge that the matters recited above are true and accurate and agree that they shall form part of the terms of this Deed.
- 1.2 In the interpretation of this Deed unless the context shall otherwise require or admit:
- 1.2.1 Words and phrases used in this Deed which are defined in the Development Act 1993 or in the Regulations made under the Act shall have the meanings ascribed to them by the Act or the Regulations as the case may be;
- 1.2.2 References to any statute or subordinate legislation shall include all statutes and subordinate legislation amending consolidating or replacing the statute or subordinate legislation referred to;
- 1.2.3 The term "the Owner" where the Owner is a company includes its successors, assigns and transferees and where the Owner is a person, includes his heirs, executors, administrators and transferees and where the Owner consists of more than one person or company the term includes each and every one or more of such persons or companies jointly and each of them severally and their respective successors, assigns, heirs, executors, administrators and transferees of the companies or persons being registered or entitled to be registered as the proprietor of an estate in fee simple to the Land or to each and every one of all separate allotments into which the Land may be divided after the date of this Deed subject however to such encumbrances, liens and interests as are registered and notified by memoranda endorsed on the Certificate of Title thereof;
- 1.2.4 The term "person" shall include a corporate body;
- 1.2.5 The term "the Land" shall include any part or parts of the Land;
- 1.2.6 Any term which is defined in the statement of the names and descriptions of the parties or in the Recitals shall have the meaning there defined;
- 1.2.7 Words importing the singular number or plural number shall be deemed to include the plural number and the singular number respectively;

1.2.8 Words importing any gender shall include every gender;

1.2.9 Where two or more persons are bound hereunder to observe or perform any obligation or agreement whether express or implied then they shall be bound jointly and each of them severally.

1.3 Clause headings are provided for reference purposes only and shall not be resorted to in the interpretation of this Deed.

1.4 The requirements of this Deed are at all times to be construed as additional to the requirements of the Act and any other legislation affecting the Land.

2. OWNER'S OBLIGATIONS

2.1 Land Use

The Owner agrees that the part of the Land and the building thereon known as Wilson House shall only be used for residential purposes including the carrying on of any ancillary home activity.

2.2 Dwelling density

The Owner will not cause, suffer or permit the development of greater than 15 dwellings on that part of the Land, known as Wilson House.

2.3 Timing of residential development

The Owner shall substantially commence the renovation work associated with the re-development of Wilson House proposed in the Development Consent, or any subsequent Development Authorisation, within 24 months of the date of this Deed.

2.4 Tree Retention

The Owner shall ensure that the tree on Lot 8 shown on Annexure A is retained and maintained in good health and condition at all times.

2.5 Demolition

2.5.1 The Owner shall demolish those buildings situated on the Land at Lot 8 and shown "to be demolished" in annexure "A" and shall protect any openings on or near allotment boundaries in accordance with the Building Code of Australia within six (6) months of the date of this Deed.

2.5.2 Before the Council releases the approved plan of division for depositing the Owner shall provide the Council with a bank guarantee in its favour in the sum of \$156,500.00 and hereby grants the Council

-4-

the right to enter the Land and complete any outstanding demolition or protection work using those monies.

3. COUNCIL'S POWERS OF ENTRY, ETC

- 3.1 The Council and any employee or agent of the Council authorised by the Council may at any reasonable time enter the Land for the purpose of:
 - 3.1.1 inspecting the Land and any building or structure thereupon;
 - 3.1.2 exercising any other powers of the Council under this Deed or pursuant to law.
- 3.2 If the Owner is in breach of any provision of this Deed, the Council may, by notice in writing served on the Owner, specify the nature of the breach and require the Owner to remedy the breach within such time as may be nominated by the Council in the notice (being not less than twenty eight (28) days from the date of service of the notice) and if the Owner fails so to remedy the breach, the Council or its servants or agents may carry out the requirements of the notice and in doing so may enter and perform any necessary works upon the Land and recover any costs thereby incurred from the Owner.
- 3.3 If in a notice referred to in Clause 4.2 the Council requires the removal of the building or structure from the Land the Council and its servants or agents are hereby authorised and empowered by the Owner to enter and remove the building or structure from the Land and to dispose of it in any manner determined by the Council provided that if the building or structure shall have any monetary value then the Council shall use its best endeavours to realise that monetary value and shall after the disposal account to the Owner and pay to him the realised value less all expenses incurred.
- 3.4 The Council may delegate any of its powers under this Deed to any person.

4. VARIATION AND WAIVER

- 4.1 This Deed may not be varied except by a Supplementary Deed signed by the Council and the Owner.
- 4.2 The Council may waive compliance by the Owner with the whole or any part of the obligations on the Owner's part herein contained provided that no such waiver shall be effective unless expressed in writing and signed by the Council.

5. NOTICES

Notice shall for the purposes of this Deed be properly served on the Owner if it is:

- 5.1 posted to the Owner's last address known to the Council; or
- 5.2 affixed in a prominent position on the Land.

-5-

6. COSTS

The Owner hereby indemnifies the Council and agrees to keep it forever indemnified in respect of the whole of its costs and expenses (including without limitation legal costs and expenses) of and incidental to the negotiation preparation stamping and registration of this Deed.

7. REGISTRATION OF THIS DEED

Each party shall do and execute all such acts documents and things as shall be necessary to ensure that as soon as is possible after the execution of this Deed by all necessary parties this Deed is registered and a memorial thereof entered on the Certificate of Title for the Land pursuant to the provisions of Section 57(5) of the Act in priority to any other registrable interest in the Land save and except for the estate and interest of the Owner therein.

8. GOVERNING LAW

The law governing the interpretation and implementation of the provisions of this Deed shall be the law of South Australia.

9. GENERAL PROVISIONS

- 9.1 If any provision of this Deed shall be found by a court of competent jurisdiction to be invalid or unenforceable in law THEN and in such case the parties hereby request and direct such court to sever such provision from this Deed.
- 9.2 This Deed contains the whole agreement between the parties in respect of the matters referred to herein.

EXECUTED as a deed

**THE COMMON SEAL of CITY OF
BURNSIDE** was hereunto affixed
in the presence of:

)
)
)
)



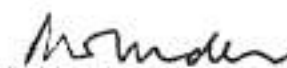
Mayor

Chief Executive Officer

-6-

THE COMMON SEAL of LATIPSOH
NOMINEES PTY LTD ACN 076 533
447 was hereunto affixed in the
presence of:

 Director

 Secretary



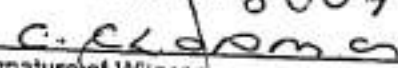
ST. GEORGE BANK

ADVANCE BANK AUSTRALIA LTD being a person with a legal interest in the land by virtue of registered mortgage no. 8215781 **HEREBY CONSENTS** to the Owner entering into this Deed.

St. George Bank Limited ACN 055 513 070
of 57 King William Street, Adelaide

By its Attorney who certifies that it is the **WANDER AVENUE** of the said Bank, and that he has no notice of any revocation of the said Power of Attorney.

Power of Attorney No. **8007774.**


Signature of Witness

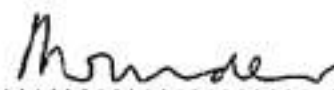
Craig Chapman
Full Name of Witness

97 King William St. Adelaide
Address

8210 4139

The Owner **HEREBY CERTIFIES** has a legal interest in the Land.

St. George Bank Limited ACN 055 513 070 of 57 King William Street, Adelaide, NSW 2217 being entitled to be registered as the mortgagee of the land of mortgage number **8215781**, being the successor in law to **Advance Bank Australia Limited ACN 076 533 447** pursuant to the Bank Act 1958 (Cth) hereby consents to the within.


for and on behalf of Latipsoh Nominees Pty Ltd

The SOUTH AUSTRALIAN WATER CORPORATION having a legal interest in the land by virtue of a Registered Easement under Certificate of Title under Road Order Volume 2420 Folio 191 and V6602610, such easement having vested pursuant to the South Australian Water Corporation Act, 1994, **HEREBY CONSENTS** to the Owner entering into this Deed.

Signed for and on behalf of the

SOUTH AUSTRALIAN WATER CORPORATION

by a person duly authorised so to do

in the presence of

FA Alexander

Witness

Jeff Hart

Manager Property

JEFFREY WILLIAM HART

Felicity Anne Alexander

Print Name of Witness

Property Officer

Print Title/Position

Address C/o SA Water
GPO Box 1751 ADELAIDE SA 5001

Telephone No. *8204 1670*

Agreement 8754397

8754397

Series No.	Prefix
2.	AG

NOTES

1. This form may be used only when no panel form is suitable.

**LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA**

FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1885

Kim Turner-lee Evans
Solicitor/Registered Conveyancer/Applicant

Kim Turner-lee Evans

BELOW THIS LINE FOR OFFICE USE ONLY

Date	22 SEP 1999	Time	11.20
FEES			
R.G.O.	POSTAGE	ADVERT	NEW C.T.
\$821			

82.00

22SEP1999 010023320L.T.O.

EXAMINATION

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

BELOW THIS LINE FOR AGENT USE ONLY**AGENT CODE**

Lodged by:

Correction to: **NORMAN WATERHOUSE****NWAM**

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

1.
2.
3.
4.
5.

Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

1.
2.
3.
4.
5.

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

ITEM CTCL REF.	AGENT CODE

22Form B.2

Insert type of
document hereAPPLICATION TO NOTE - DEVELOPMENT ACT, 1993
LAND MANAGEMENT AGREEMENT

TO: THE REGISTRAR GENERAL

CITY OF BURNSIDE of 401 Greenhill Road, Tasmore SA 5065 HEREBY APPLIES pursuant to the provisions of Section 57(5) of the Development Act, 1993 for the noting of the attached Deed dated the 24 day of September 1999 and made between CITY OF BURNSIDE aforesaid as the Council of the one part and QUEEN VICTORIA APARTMENTS PTY LTD of 154 Fullarton Road Rose Park SA 5067 as a Land Management Agreement pursuant to Section 57(2) of the said Act. The said Deed binds the whole of the land comprised in Certificate of Title Register Book VOLUME 5637 FOLIO 129 and operates to control the future conservation, preservation and management of the said land.

DATED the

24

day of

September

1999

THE COMMON SEAL of CITY OF
BURNSIDE was hereunto affixed
in the presence of:

)
)
)
)
Mayor

A/Chief Executive Officer



The Owner HEREBY CONSENTS to the noting of the attached Land Management Deed.

THE COMMON SEAL of QUEEN
VICTORIA APARTMENTS PTY LTD was
hereunto affixed in the presence of:

)
)
)
)
Director

Secretary



Page 3

28 SEP 1999

REGISTERED/...../19

Deputy

REGISTRAR GENERAL

THIS DEED is made the 01st day of September 1999

BETWEEN: CITY OF BURNSIDE of 401 Greenhill Road, Tasmore SA 5065 (hereinafter with its successors and assigns called "the Council") of the one part

AND: QUEEN VICTORIA APARTMENTS PTY LTD of 154 Fullarton Road Rose Park SA 5067 (hereinafter with his or its executors administrators successors and assigns as the case may be called "the Owner") of the other part

RECITALS:

S.A. STAMP DUTY PAID \$10.00
ORIGINAL with 1 copies
09/09/1999 15:06:00 FB5709.1

- A. The Owner is the proprietor of an estate in fee simple in the whole of the Land comprised in Certificate of Title Register Book VOLUME 5637 FOLIO 129 (hereinafter called "the Land");
- B. The Land has previously been used as part of the Queen Victoria Hospital.
- C. Situated in the north western portion of the Land is the Queen Victoria Tower Building behind which is an open carpark area.
- D. The Council granted Provisional Development Plan Consent pursuant to the provisions of the Development Act, 1993 (hereinafter called "the Act") to development application no. 180/164/98/C3 to re-develop the Land for residential and replacement cafe use and associated carparking (hereinafter called "the Development Consent").
- E. Whilst the Development Consent involves the re-development of the Queen Victoria Tower Building to incorporate 67 dwellings, a further development proposal for varied uses and dwelling numbers may be lodged.
- F. By Development Application no. 180/D016/98L (hereinafter called "the Land Division Application") the Owner sought Provisional Development Plan and Land Division Consent pursuant to the provisions of the Act to divide the Land in accordance with the plan annexed hereto and marked "Annexure A".
- G. Adjoining the Land to the south is Allotment 8 as shown on Annexure "A". The Council granted Provisional Development Plan Consent pursuant to the Act to development application no. 180/588/99/C1 to redevelop the building known as Wilson House on that allotment (hereinafter called "the Wilson consent").
- H. The Land and the buildings thereon are prominently located in the Council's area. The Council wishes to ensure that the Land is managed in a sensitive and co-ordinated manner, that key features of the Land are preserved and that the Land relates appropriately to adjoining land.

-2-

- I. By registered Deed numbered 8602021 the Council and the Owner entered a Land Management Agreement for the Land. The Council and the Owner now wish to rescind that Agreement and replace it with this Deed.
- J. Pursuant to the provisions of Section 57(2) of the Act the has agreed with the Council to enter into this Deed relating to the management, preservation and conservation of the Land subject to the terms and conditions hereinafter mentioned.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

- 1.1 The parties acknowledge that the matters recited above are true and accurate and agree that they shall form part of the terms of this Deed.
- 1.2 In the interpretation of this Deed unless the context shall otherwise require or admit:
 - 1.2.1 Words and phrases used in this Deed which are defined in the Development Act 1993 or in the Regulations made under the Act shall have the meanings ascribed to them by the Act or the Regulations as the case may be;
 - 1.2.2 References to any statute or subordinate legislation shall include all statutes and subordinate legislation amending consolidating or replacing the statute or subordinate legislation referred to;
 - 1.2.3 The term "the Owner" where the Owner is a company includes its successors, assigns and transferees and where the Owner is a person, includes his heirs, executors, administrators and transferees and where the Owner consists of more than one person or company the term includes each and every one or more of such persons or companies jointly and each of them severally and their respective successors, assigns, heirs, executors, administrators and transferees of the companies or persons being registered or entitled to be registered as the proprietor of an estate in fee simple to the Land or to each and every one of all separate allotments into which the Land may be divided after the date of this Deed subject however to such encumbrances, liens and interests as are registered and notified by memoranda endorsed on the Certificate of Title thereof;
 - 1.2.4 The term "person" shall include a corporate body;
 - 1.2.5 The term "the Land" shall include any part or parts of the Land;

-3-

- 1.2.6 Any term which is defined in the statement of the names and descriptions of the parties or in the Recitals shall have the meaning there defined;
- 1.2.7 Words importing the singular number or plural number shall be deemed to include the plural number and the singular number respectively;
- 1.2.8 Words importing any gender shall include every gender;
- 1.2.9 Where two or more persons are bound hereunder to observe or perform any obligation or agreement whether express or implied then they shall be bound jointly and each of them severally.
- 1.3 Clause headings are provided for reference purposes only and shall not be resorted to in the interpretation of this Deed.
- 1.4 The requirements of this Deed are at all times to be construed as additional to the requirements of the Act and any other legislation affecting the Land.

2. OWNER'S OBLIGATIONS

2.1 Carparking - General

The Owner shall provide vehicle parking spaces on the Land at the rate of:-

- (i) 4 vehicle parking spaces for every 100 metres squared of any office floor area;
- (ii) 7 vehicle parking spaces for every 100 metres squared of any shop floor area or 1 vehicle space for every 3 seats in any cafe area;
- (iii) 1 vehicle parking space for every serviced apartment; and
- (iv) 1.5 vehicle parking spaces for every independent dwelling.

2.2 Visitor Carparking

The Owner shall prior to the occupation in accordance with the Wilson consent of the building known as Wilson House, construct 6 vehicle parking spaces on the Land as delineated on Annexure "A" by the area marked "6 VISITOR PARKS FOR USE OF LOT 8". The land shall be managed to allow free access to and from such parking spaces at all times for the vehicles of persons visiting the occupiers of Allotment 8 as delineated on Annexure A.

-4-

2.3 Timing

The Owner shall substantially commence the renovation work associated with the re-development of the Queen Victoria Tower Building on Lot 7 proposed in the Development Consent or any subsequent Development Authorisation within 18 months of the date of this Deed.

2.4 Demolition

2.4.1 The Owner shall demolish those buildings situated on the Land at Lot 7 and shown "to be demolished" in annexure "A", and shall protect any openings on or near allotment boundaries in accordance with the Building Code of Australia within six (6) months of the date of this Deed.

2.4.2 Before the Council releases the approved plan of division for depositing, the Owner shall provide the Council with a bank guarantee in its favour in the sum of \$156,500.00 and hereby grants the Council the right to enter the Land and complete any outstanding demolition or protection work using those monies.

3. RESCISSION OF OLD AGREEMENT

The Council and the Owner agree that registered Land Management Agreement numbered 8602021 is rescinded and is replaced by this Deed.

4. COUNCIL'S POWERS OF ENTRY, ETC

4.1 The Council and any employee or agent of the Council authorised by the Council may at any reasonable time enter the Land for the purpose of:

4.1.1 inspecting the Land and any building or structure thereupon;

4.1.2 exercising any other powers of the Council under this Deed or pursuant to law.

4.2 If the Owner is in breach of any provision of this Deed, the Council may, by notice in writing served on the Owner, specify the nature of the breach and require the Owner to remedy the breach within such time as may be nominated by the Council in the notice (being not less than twenty eight (28) days from the date of service of the notice) and if the Owner fails so to remedy the breach, the Council or its servants or agents may carry out the requirements of the notice and in doing so may enter and perform any necessary works upon the Land and recover any costs thereby incurred from the Owner.

4.3 If in a notice referred to in Clause 4.2 the Council requires the removal of the building or structure from the Land the Council and its servants or agents are hereby authorised and empowered by the Owner to enter and remove the building or structure from the Land and to dispose of it in any manner determined by the Council provided that if the building or structure shall have

-5-

any monetary value then the Council shall use its best endeavours to realise that monetary value and shall after the disposal account to the Owner and pay to him the realised value less all expenses incurred.

4.4 The Council may delegate any of its powers under this Deed to any person.

5. VARIATION AND WAIVER

5.1 This Deed may not be varied except by a Supplementary Deed signed by the Council and the Owner.

5.2 The Council may waive compliance by the Owner with the whole or any part of the obligations on the Owner's part herein contained provided that no such waiver shall be effective unless expressed in writing and signed by the Council.

6. NOTICES

Notice shall for the purposes of this Deed be properly served on the Owner if it is:

6.1 posted to the Owner's last address known to the Council; or

6.2 affixed in a prominent position on the Land.

7. COSTS

The Owner hereby indemnifies the Council and agrees to keep it forever indemnified in respect of the whole of its costs and expenses (including without limitation legal costs and expenses) of and incidental to the negotiation preparation stamping and registration of this Deed and the application to rescind Registered Land Management Agreement No. 8602021.

8. REGISTRATION OF THIS DEED

Each party shall do and execute all such acts documents and things as shall be necessary to ensure that as soon as is possible after the execution of this Deed by all necessary parties this Deed is registered and a memorial thereof entered on the Certificate of Title for the Land pursuant to the provisions of Section 57(5) of the Act in priority to any other registrable interest in the Land save and except for the estate and interest of the Owner therein.

9. GOVERNING LAW

The law governing the interpretation and implementation of the provisions of this Deed shall be the law of South Australia.

10. GENERAL PROVISIONS

10.1 If any provision of this Deed shall be found by a court of competent jurisdiction to be invalid or unenforceable in law THEN and in such case the parties hereby request and direct such court to sever such provision from this Deed.

-6-

10.2 This Deed contains the whole agreement between the parties in respect of the matters referred to herein.

EXECUTED as a deed

**THE COMMON SEAL of CITY OF
BURNSIDE** was hereunto affixed
in the presence of:

)
)
)



[Signature]
.....
[Signature]
.....

Mayor

Chief Executive Officer

**THE COMMON SEAL of QUEEN
VICTORIA APARTMENTS PTY
LTD** was hereunto affixed in the
presence of:

)
)
)
)

[Signature]
.....
[Signature]
.....
[229251\jui0009]

Director

Secretary



FORM B1

Page

Attach to inside
left hand corner

To be completed by lodging party

NUMBER
Office use onlyANNEXURE to Land Management
Agreement
over Certificate of Title Volume: 5637

dated

Folio: 129

8754397

ANNEXURE " "

ETSA UTILITIES PTY LTD ACN 082 711 895 of 1 Anzac Highway Keswick 5035 as statutory successor to ETSA Corporation pursuant to Ministerial Transfer Order dated 12 October 1998 made pursuant to Clause 4 Schedule 3 to the Electricity Corporations Act 1994 consents hereto

ETSA UTILITIES PTY LTD. ACN 082 711 895)
by its duly constituted Attornies)

ALAN DAVID BANKS)
who certifies that he is the)

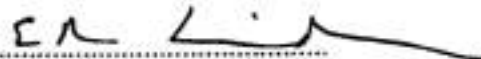
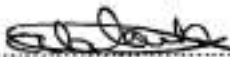
MANAGER PROPERTY SERVICES and)

ERIC RODNEY LINDNER)
who certifies that he is the)

COMPANY SECRETARY both of)
1 Anzac Highway, Keswick 5035)
pursuant to Power of Attorney)
Registered No. 8572701)
in the presence of)

.....)

Angela Jayne Clark)
1 Anzac Highway, Keswick 5035)
08 8404 5897)

-7-

The **SOUTH AUSTRALIAN WATER CORPORATION** having a legal interest in the land by virtue of a Registered Easement under Certificate of Title under Road Order Volume 2420 Folio 191 and V6602610, such easement having vested pursuant to the South Australian Water Corporation Act, 1994, **HEREBY CONSENTS** to the Owner entering into this Deed and to the rescission of Registered Land Management Agreement No. 8602021.

Signed for and on behalf of the

SOUTH AUSTRALIAN WATER CORPORATION

by a person duly authorised so to do

in the presence of

..... *W. Flaherty*
Witness

..... *Jeffrey Wilson*
Manager Property

..... *Mawveen Anne Flaherty*
Print Name of Witness

..... *Property Officer*
Print Title/Position

Address C/o SA Water
GPO Box 1751 ADELAIDE SA 5001

Telephone No ... *8204 1428*

ETSA CORPORATION having a legal interest in the Land by virtue of a Registered Easement under Certificate of Title under Road Order Volume 2420 Folio 192 and V6602610 **HEREBY CONSENTS** to the Owner entering into this Deed and to the rescission of Registered Land Management Agreement No. 8602021.

Refer Annexure "A"

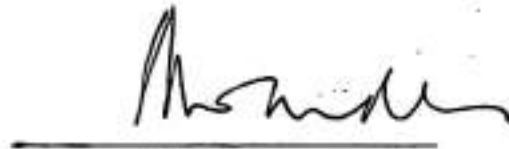
-8-

BURNSIDE WAR MEMORIAL HOSPITAL INC having a legal interest in the Land by virtue of Registered Encumbrance No. 8629791 **HEREBY CONSENTS** to the Owner entering into this Deed and to the rescission of Registered Land Management Agreement No. 8602021.

The Common Seal of the Burnside
War Memorial Hospital Inc.
was hereto affixed in the
presence of:

C.S.


Director


Secretary

The Owner **HEREBY CERTIFIES** pursuant to Section 57(4) of the Act that no other person has a legal interest in the Land.


for and on behalf of Queen Victoria Apartments Pty Ltd

-8-

BURNSIDE WAR MEMORIAL HOSPITAL INC having a legal interest in the Land by virtue of Registered Encumbrance No. 8629791 **HEREBY CONSENTS** to the Owner entering into this Deed and to the rescission of Registered Land Management Agreement No. 8602021.



ROBERT NICHOLAS C WARDEN

ROBERT NICHOLAS C WARDEN

FOR AND ON BEHALF OF BURNSIDE WAR MEMORIAL HOSPITAL INC

DATED

1999

BETWEEN:

CITY OF BURNSIDE

of the one part

AND

**QUEEN VICTORIA APARTMENTS PTY
LTD**

of the other part

**LAND MANAGEMENT AGREEMENT
BY DEED**

NORMAN WATERHOUSE
Lawyers
Level 15
45 Pirie Street
ADELAIDE SA 5000

Telephone: 8210 1200

Amendment of Agreement 9064719

9064719



Series No.	Prefix
1	AVA

BELOW THIS LINE FOR OFFICE USE ONLY

Date	20 MAR 2001	Time	14:50 B-40
FEES			
R.G.O.	POSTAGE	NEW C.T.	
BA			

NEW C.T. TO ISSUE

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR GENERAL

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1986

[Signature]
Sole Agent/Registered Conveyancer/Applicant

K. J. BELL

AGENT CODE

Lodged by: *Off + ATTORNEY* *NEOL*Correction to: *Norman Database name*

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

1. *CT 5637/129*
2. _____
3. _____
4. _____
5. _____

Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

1. _____
2. _____
3. _____

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

ITEM(S)	AGENT CODE
<i>5637</i>	
<i>CT 5637/129</i>	<i>ASND 18</i>

Lands Title 14:55 20/03/01 58067
REGISTRATION FEE \$84.00

CORRECTION	PASSED <i>[Signature]</i>
------------	------------------------------

REGISTERED 4-4-2001
<i>[Signature]</i> pro REGISTRAR-GENERAL

Form B2

Insert type of
document here**APPLICATION TO NOTE AMENDMENT OF LAND MANAGEMENT AGREEMENT**
(Pursuant to Section 57(8) of the Development Act 1993)

To The Registrar-General:

1. Land Management Agreement No. 8754397 dated the 9th day of September 1999 ("the Agreement") is noted against the whole of the land comprised in Certificate of Title Register Book Volume 5637 Folio 129 ("the Land") pursuant to Section 57(5) of the Development Act 1993 ("the Act").
2. The Agreement has been amended by the attached supplementary deed dated 30.1.01 2000 ("the amendment").

NOW THEREFORE CITY OF BURNSIDE of 401 Greenhill Road, Tasmore, SA 5065 applies pursuant to Section 57(8) of the Act to note the amendment against the Land.

DATED the 30th day of January 2001

THE COMMON SEAL of
CITY OF BURNSIDE was hereunto
affixed in the presence of:



Wendy L. Green Mayor

[Signature] Chief Executive Officer

NB: This form may be used only when no panel form is suitable. A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing.

229251/AJN0042

THIS DEED made the 30 day of January 2001

BETWEEN: **CITY OF BURNSIDE** of 401 Greenhill Road, Tusmore SA 5065 ("the Council") of the one part

AND: **QUEEN VICTORIA APARTMENTS PTY LTD** (ACN 083 637 361) of 154 Fullarton Road, Rose Park SA 5067 ("the Owner") of the other part

RECITALS:

COMMISSIONER OF STATE TAXATION

- A. By Deed made the 9th day of September 1999 (hereinafter called "the Land Management Agreement"), the Council and the Owner entered into a Land Management Agreement pursuant to Section 57 of the Development Act 1993 (hereinafter called "the Act"). S.T.A. STAMP DUTY PAID \$10.00
ORIGINAL WITH 2 COPIES
REGISTERED 1999/09/09 14:13:48.1
DEED
- B. The Land Management Agreement operated to control the future conservation preservation and management of the whole of the land comprised in Certificate of Title Volume 5637 Folio 129 (hereinafter called "the Land").
- C. Adjoining the Land to the south is Allotment 8 as shown on Annexure "A" to the Land Management Agreement. The Land Management Agreement controlled the provision of carparking on the Land for the benefit of Allotment 8.
- D. The Council and the Owner wish to amend the Land Management Agreement to provide for new allocation of carparking spaces on the Land in accordance with the plan attached hereto and marked "Annexure B".
- E. The Council and the Owner have agreed to amend the Land Management Agreement and to apply to the Registrar-General to enter a note of the amendment against the instrument of title to the Land pursuant to Section 57(8) of the Act.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

- 1.1 The parties acknowledge that the matters recited above are true and accurate and agree that they shall form part of the terms of this Deed.
- 1.2 In the interpretation of this Deed unless the context shall otherwise require or admit:
- 1.2.1 Words and phrases used in this Deed which are defined in the Development Act 1993 or in the Regulations made under the Act shall have the meanings ascribed to them by the Act or the Regulations as the case may be;

- 1.2.2 References to any statute or subordinate legislation shall include all statutes and subordinate legislation amending consolidating or replacing the statute or subordinate legislation referred to;
- 1.2.3 The term "the Owner" where the Owner is a company includes its successors, assigns and transferees and where the Owner is a person, includes his heirs, executors, administrators and transferees and where the Owner consists of more than one person or company the term includes each and every one or more of such persons or companies jointly and each of them severally and their respective successors, assigns, heirs, executors, administrators and transferees of the companies or persons being registered or entitled to be registered as the proprietor of an estate in fee simple to the Land or to each and every one of all separate allotments into which the Land may be divided after the date of this Deed subject however to such encumbrances, liens and interests as are registered and notified by memoranda endorsed on the Certificate of Title thereof;
- 1.2.4 The term "person" shall include a corporate body;
- 1.2.5 The term "the Land" shall include any part or parts of the Land;
- 1.2.6 Any term which is defined in the statement of the names and descriptions of the parties or in the Recitals shall have the meaning there defined;
- 1.2.7 Words importing the singular number or plural number shall be deemed to include the plural number and the singular number respectively;
- 1.2.8 Words importing any gender shall include every gender;
- 1.2.9 Where two or more persons are bound hereunder to observe or perform any obligation or agreement whether express or implied then they shall be bound jointly and each of them severally.

1.3 Clause headings are provided for reference purposes only and shall not be resorted to in the interpretation of this Deed.

1.4 The requirements of this Deed are at all times to be construed as additional to the requirements of the Act and any other legislation affecting the Land.

2. AMENDMENT OF LAND MANAGEMENT AGREEMENT

The Council and the Owner hereby agree to amend the Land Management Agreement by:

2.1 inserting the following after Recital J:

"K. Annexure A shows the initial intention of the Council and the Owner to allocate car parking on the Land. The Council and the Owner now

intend to relocate that car parking in accordance with the plan attached hereto and marked "Annexure B";

- 2.2 annexing "Annexure B" of this Deed to the Land Management Agreement;
- 2.3 replacing Clause 2.2 with the following:

"Visitor Car Parking

The Owner shall prior to the occupation in accordance with the Wilson consent of the building known as Wilson House, construct six (6) vehicle parking spaces on the Land as delineated on Annexure "B" by the area marked "Six Visitor Parking Spaces as LMA – Lot 8". The Land shall be managed to allow free access to and from such parking spaces at all times for the vehicles of persons visiting the occupiers of Allotment 8 as delineated on Annexure B."

3. APPLICATION TO REGISTRAR-GENERAL

The Council agrees to lodge an Application to the Registrar-General to enter a note of amendment against the instrument of title to the Land pursuant to Section 57(8) of the Act.

4. COSTS

The Owner hereby indemnifies the Council and agrees to keep it forever indemnified in respect of the whole of its costs and expenses (including without limitation legal costs and expenses) of and incidental to the negotiation preparation stamping and registration of this Deed and the implementation including the enforcement of its terms.

5. GOVERNING LAW

The law governing the interpretation and implementation of the provisions of this Deed shall be the law of South Australia.

6. GENERAL PROVISIONS

- 6.1 If any provision of this Deed shall be found by a court of competent jurisdiction to be invalid or unenforceable in law THEN and in such case the parties hereby request and direct such court to sever such provision from this Deed.
- 6.2 This Deed contains the whole agreement between the parties in respect of the matters referred to herein.

- 4 -

EXECUTED as a deed by both parties

**THE COMMON SEAL of CITY
OF BURNSIDE** was hereunto
affixed in the presence of:

Wendy G
.....
Mayor
[Signature]
.....
Chief Executive Officer



**THE COMMON SEAL of QUEEN
VICTORIA APARTMENTS PTY
LTD (ACN 083 637 361)** was
hereunto affixed in the presence of:

[Signature]
.....
Director
[Signature]
.....
Secretary



DATED 30 January 2001

BETWEEN:

CITY OF BURNSIDE

of the one part

AND

QUEEN VICTORIA APARTMENTS PTY
LTD (ACN 083 637 361)

of the other part

AGREEMENT BY DEED

NORMAN WATERHOUSE

Lawyers

Level 15

45 Pirie Street

ADELAIDE SA 5000

Telephone: 8210 1200

229251/AJN0041

Environment Protection Authority Letter



Environment Protection Authority
 GPO Box 2607 Adelaide SA 5001
 211 Victoria Square Adelaide SA 5000
 T (08) 8204 2004
 Country areas 1800 623 445

Receipt No : 0002789796
 Admin No : 131186 (100177)

THE FORM 1 COMPANY
 GPO BOX 1651
 ADELAIDE SA 5001

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

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

16 June, 2026

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

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

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

Title Reference CT Volume 6302 Folio 362
 Address Unit 604, 160 Fullarton Road, ROSE PARK SA 5067

Summary of land use:
 Hospital

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

PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND

8. *Environment Protection Act 1993*

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

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

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

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

PARTICULARS RELATING TO ENVIRONMENT PROTECTION

3-Licences and exemptions recorded by EPA in public register

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

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

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

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

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

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

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

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

Records identified in this EPA Statement to Form 1: **P0236**

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

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

NOTE

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

Waste Produced

Medical Wastes