



Shuo Yin

Unit 20, 10 BRIAR ROAD,
FELIXSTOW, SA 5070

(Vendor)

FORM 1 VENDOR'S STATEMENT

**Unit 20, 10 BRIAR ROAD,
FELIXSTOW, SA 5070**

Note: Form 1 Valid until (3 months
after date of searches)

Phone: 08 8177 2043
Fax: 08 8177 2049

1026 South Road
Edwardstown SA 5039

www.conatur.com.au

Form 1—Vendor's statement (section 7)**(Section 7 Land and Business (Sale and Conveyancing) Act 1994)****Contents****Preliminary**

Part A — Parties and land

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

Part C — Statement with respect to required particulars

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



Schedule

Preliminary**To the purchaser:**

The purpose of a statement under section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* is to put you on notice of certain particulars concerning the land to be acquired.

If you intend to carry out building work on the land, change the use of the land or divide the land, you should make further inquiries to determine whether this will be permitted. For example, building work may not be permitted on land not connected to a sewerage system or common drainage scheme if the land is near a watercourse, dam, bore or the River Murray and Lakes.

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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

Part A - Parties and land



1	Purchaser(s):	
	Address:	
2	Purchaser's registered Agent:	☐
	Address:	
3	Vendor(s)	Shuo Yin
	Address:	20/10 Briar Road, Felixstow, SA 5070
4	Vendor's registered Agent:	Sinova Property
	Address:	68 Halifax Street, Adelaide, SA 5000
5	Date of Contract (if made before contract is served):	
6	Description of Land:	Whole of the land comprised in Certificate of Title Register Book Volume 6253 Folio 330 being the property situated at Unit 20,10 Briar Road, Felixstow, South Australia 5070

Part B - Purchaser's cooling-off rights and proceeding with the purchase**To the purchaser:****Right to cool-off
(section 5)****1 Right to cool-off and restrictions on that right**

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

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

2 Time for service

The cooling-off notice must be served —

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

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

3 Form of cooling-off notice

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

4 Methods of service

The cooling-off notice must be —

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

20/10 Briar Road, Felixstow, SA 5070

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

stephen.ong@sinova.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:

68 Halifax Street, Adelaide, SA 5000

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

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

Proceeding with the purchase

If you wish to proceed with the purchase -

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

Part C - Statement with respect to required particulars
(section 7(1))

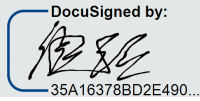
To the purchaser:

I, **Shuo Yin**, of **20/10 Briar Road, Felixstow, SA 5070** 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:

04 April 2024 | 11:10 AM ACDT

Signed:

DocuSigned by:

35A16378BD2E490...

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



(section 9)

To the purchaser:

I, **Pasha Mehr** of **Conatur Legal, 1026 South Road, Edwardstown SA 5039** certify that the responses / ~~that, subject to the exceptions stated below,~~ the responses to the inquiries made pursuant to section 9 of the *Land and Business (Sale and Conveyancing) Act 1994* confirm the completeness and accuracy of the particulars set out in the Schedule.

Exceptions: NIL

Date: 02/04/2024

Signed:



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

Schedule – Division 1—

Particulars of mortgages, charges and prescribed encumbrances affecting the land (section 7(1)(b))

Note —

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

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

- (a) there is an attachment to this statement and—
 - (i) all the required particulars are contained in that attachment; and
 - (ii) the attachment is identified in column 2; and
 - (iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or
- (b) the mortgage, charge or prescribed encumbrance—
 - (i) is one 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 1Column 2Column 3

[If an item is applicable, ensure that the box for the item is checked 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.]

1. General

1.1	Mortgage of land	Is this item applicable?	☒
		Will this be discharged or satisfied prior to or at settlement?	[YES]
	<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?	
		<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	[YES]
		Refer to attached CT	
		Number of mortgage (if registered):	
		13579803	
		Name of mortgagee:	
		AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. (ACN: 005 357 522)	

1.2	Easement	Is this item applicable?	☒
	(whether over the land or annexed to the land)	Will this be discharged or satisfied prior to or at settlement?	[NO]
	Note—	Are there attachments?	
	"Easement" includes rights of way and party wall rights	If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	[YES]
	<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 attached copy of the Property Interest Report and attached CT	
		Description of land subject to easement:	
		FIRSTLY: The Portion of the land comprised in certificate of title Volume 6253 Folio 330	
		SECONDLY: The land marked C on C42394	
		THIRDLY: The land marked D on C42394	
		Nature of easement:	
		FIRSTLY: Electricity and Telecommunications Infrastructure - Building Restrictions and Statutory Easements (including those related to gas, water and sewage)	
		SECONDLY: Together with Easement(s) over the land marked c on c42394 (RE 7140879)	
		THIRDLY: Together with Easement(s) over the land marked don c42394 for drainage purposes (RE 7198630)	
		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?	
		[N/A]	
		If YES, give details: []	

1.3	Restrictive covenant	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?	[NO]
		Are there attachments? If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): Refer to attached CT	[YES]
Nature of restrictive covenant: SCHEME DESCRIPTION			
Name of person in whose favour restrictive covenant operates: COMMUNITY CORPORATION NO 42394			
Does the restrictive covenant affect the whole of the land being acquired? YES (If NO, give details):			
Does the restrictive covenant affect land other than that being acquired? YES			
Nature of restrictive covenant: BY-LAWS			
Name of person in whose favour restrictive covenant operates: COMMUNITY CORPORATION NO 42394			
Does the restrictive covenant affect the whole of the land being acquired? YES (If NO, give details):			
Does the restrictive covenant affect land other than that being acquired? YES			
Nature of restrictive covenant: DEVELOPMENT CONTRACT			
Name of person in whose favour restrictive covenant operates: COMMUNITY CORPORATION NO 42394			

Does the restrictive covenant affect the whole of the land being acquired?

YES (If NO, give details):

Does the restrictive covenant affect land other than that being acquired?

YES

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.)	Is this item applicable? ☐ Will this be discharged or satisfied prior to or at settlement? [] Are there attachments? [] <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Names of parties: Period of lease, agreement for lease etc: From to Amount of rent or licence fee: \$ per (period) Is the lease, agreement for lease etc in writing? If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify— (a) the Act under which the lease or licence was granted: (b) the outstanding amounts due (including any interest or penalty):
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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.]

NOT APPLICABLE

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? [NO] Are there attachments? [YES] <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Refer to attached Council Search Condition(s) of authorisation: Refer to attached Council Search
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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 1966</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>	

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

Nature of condition(s):

NOT APPLICABLE

29. Planning, Development and Infrastructure Act 2016

29.1	Part 5—Planning and Design Code	Is this item applicable?	☒
	[Note— Do not omit this item. The item and its heading must be included in the statement even if not applicable.]	Will this be discharged or satisfied prior to or at settlement?	[NO]
		Are there attachments?	[YES]
		<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	

Refer to the attached copy of Plan SA– Data Extract for Section 7 search Purposes

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

Certificate Title: 6253/330

Zones

Housing Diversity Neighbourhood (HDN)

Subzones

No

Zoning overlays

Overlays

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

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

Affordable Housing

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

Heritage Adjacency

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

Prescribed 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.

Stormwater Management

The Stormwater Management Overlay seeks to ensure new development incorporates water sensitive urban design techniques to capture and re-use stormwater.

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.

Urban Tree Canopy

The Urban Tree Canopy Overlay seeks to preserve and enhance urban tree canopy through the planting of new trees and retention of existing mature trees where practicable.

Is there a State heritage place on the land or is the land situated in a State heritage area?

[NO]

Is the land designated as a local heritage place?

[NO]

Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?

[NO]

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

[YES]

Note—

For further information about the Planning and Design Code visit www.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?

[NO]

Are there attachments?

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): **Refer to attached Council Search**

[YES]

Date of authorisation: **Refer to attached Council Search**

Name of relevant authority that granted authorisation: **Refer to attached Council Search**

Condition(s) of authorisation: **Refer to attached Council Search**

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 42394 Inc**
Address of community corporation: **10 Briar Road Felixstow**
- 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):
Administrative Fund- \$307.29 Per Quarter Sinking Fund- \$10.08 Per Quarter Paid to 30/06/24
 - (b) particulars of assets and liabilities of the community corporation:
Refer to attached Community Corporation Search
 - (c) particulars of expenditure that the community corporation has incurred, or has resolved to incur, and to which the owner of the lot must contribute, or is likely to be required to contribute:
Refer to attached Community Corporation Search
 - (d) if the lot is a development lot, particulars of the scheme description relating to the development lot and particulars of the obligations of the owner of the development lot under the development contract:
Refer to attached Community Corporation Search
 - (e) if the lot is a community lot, particulars of the lot entitlement of the lot:
Unit Entitlement: 200 Total Unit Entitlement: 5163
- 4 Particulars 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
- 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: **N/A**

6 The following documents are enclosed:

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

YES

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

YES

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

8 **N/A**

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

Name: **Strata Data**

Address: **647 Portrush Rd, Glen Osmond SA 5064**

Note—

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

Particulars of building indemnity insurance**Note—**

Building indemnity insurance is not required for—

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

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

- 1 Name(s) of person(s) insured: **HIGH VISION INVESTMENT PTY LTD ATF HIGH VISION PROPERTY GROUP**
- 2 Name of insurer: **QBE**
- 3 Limitations on the liability of the insurer: **\$260,000.00**
- 4 Name of builder: **BOSTON BUILDING GROUP PTY LTD**
- 5 Builder's licence number: **RBLD49199**
- 6 Date of issue of insurance: **09/10/2019**
- 7 Description of insured building work: **NEW MULTI UNIT (<=3 STOREYS) CONTRACT -PER SITE**

Exemption from holding insurance:

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

[**N/A**]

If YES, give details:

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

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 repealed *Development Act 1993* or the *Planning, Development and Infrastructure Act 2016*)?

[YES] Refer to Attachment

Description of Application	Community Title Land Division creating forty-three (43) Community Lots, the demolition of existing buildings (Felixstow Brain Injury Rehabilitation Centre) and the removal of ten (10) Regulated trees (including one regulated Street tree) and one (1) non regulated street tree, the construction of six (6) two-storey residential flat buildings and one (1) abutting detached dwelling comprising forty-nine (49) dwellings and associated garages, carports, fencing, landscaping, retaining walls and earthworks.
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Note—

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

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

It should be noted that—

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

Schedule—Division 3—Community lots and strata units



Matters to be considered in purchasing a community lot or strata unit

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

Governance

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

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

Use of your property

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

Depending on the rules, you might not be permitted to make changes to the exterior of your unit, such as installing a television aerial or an air-conditioner, building a pergola, attaching external blinds etc without the permission of the body corporate. A meeting may be needed before permission can be granted. Permission may be refused.

Note that the articles or by-laws **could change** between now and when you become the owner: the body corporate might vote to change them. Also, if you are buying before the community plan is registered, then any by-laws you have been shown are just a draft.

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments—voting rights

You may be buying into a group that is run by several different community corporations. This is common in mixed use developments, for example, where a group of apartments is combined with a hotel or a group of shops. If there is more than one corporation, then you should not expect that all lot owners in the group will have equal voting rights. The corporations may be structured so that, even though there are more apartments than shops in the group, the shop owners can outvote the apartment owners on some matters. Make enquiries so that you understand how many corporations there are and what voting rights you will have.

Further information

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

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

Information and a booklet about strata and community titles is available from the Legal Services Commission of South Australia at www.reisa.com.au.

You can also seek advice from a legal practitioner.

Annexures

~~There are no documents annexed hereto~~ / The following documents are annexed hereto –

- **Form R3 – Buyers Information Notice**
- **Property Interest Report**
- **Council Search**
- **Copy of certificate(s) of title to the land**
- **Emergency Services Certificate**
- **Land Tax Certificate**
- **SA Water Certificate**
- **SCHEME DESCRIPTION**
- **DEVELOPMENT CONTRACT**
- **BY-LAWS**
- **COMMUNITY SEARCHES**

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1 – VENDOR'S STATEMENT (Section 7, Land and Business (Sale and Conveyancing) Act 1994)

I / We the above named Purchaser(s) hereby acknowledge having received this day the Form 1 with the annexures as set out above.

Dated this

 Day of

	20
--	----

Signed: _____

Purchaser(s)

Form R3

Buyers information notice

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

Land and Business (Sale and Conveyancing) Regulations 2010 regulation 17

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

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

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

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

Safety

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

Enjoyment

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

Value

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

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

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

Property Interest Report

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

Title Reference	CT 6253/330	Reference No. 2553172
Registered Proprietors	S*YIN	Prepared 20/03/2024 14:08
Address of Property	Unit 20, 10 BRIAR ROAD, FELIXSTOW, SA 5070	
Local Govt. Authority	NORWOOD PAYNEHAM & ST PETERS	
Local Govt. Address		

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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment has no record of any notice affecting this title

- | | | |
|------|--|---|
| 5.10 | section 84 - Enforcement notice | State Planning Commission in the Department for Trade and Investment 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 Trade and Investment 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 1966</i> (repealed) | State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title |
| | | also |
| | | Contact the Local Government Authority for other details that might apply |
- [Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*

7. Emergency Services Funding Act 1998

- | | | |
|-----|---------------------------------|--|
| 7.1 | section 16 - Notice to pay levy | <p>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.</p> <p>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates
 www.revenuesaonline.sa.gov.au</p> |
|-----|---------------------------------|--|

8. Environment Protection Act 1993

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

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

9. ***Fences Act 1975***

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

10. ***Fire and Emergency Services Act 2005***

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

11. ***Food Act 2001***

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

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

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

13. ***Heritage Places Act 1993***

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

14. ***Highways Act 1926***

- | | | |
|------|--|--|
| 14.1 | Part 2A - Establishment of control of access from any road abutting the land | Transport Assessment Section within DIT has no record of any registration affecting this title |
|------|--|--|

15. ***Housing Improvement Act 1940 (repealed)***

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

16. ***Housing Improvement Act 2016***

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

17. *Land Acquisition Act 1969*

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

18. *Landscape South Australia Act 2019*

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

Act

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

19. Land Tax Act 1936

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

20. Local Government Act 1934 (repealed)

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

21. Local Government Act 1999

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

22. Local Nuisance and Litter Control Act 2016

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

23. Metropolitan Adelaide Road Widening Plan Act 1972

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

24. Mining Act 1971

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

- | | | |
|------|---|---|
| 24.9 | Proclamation with respect to a private mine | Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title |
|------|---|---|

25. *Native Vegetation Act 1991*

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

also

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

also

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

also

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

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

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

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

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

28. *Phylloxera and Grape Industry Act 1995*

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

29. *Planning, Development and Infrastructure Act 2016*

- 29.1 Part 5 - Planning and Design Code
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.] Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
also
Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
also
For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
also
Contact the Local Government Authority for other details that might apply to a place of local heritage value
also
For details of declared significant trees affecting this title, contact the Local Government Authority
also

Code Amendment

Residential Driveway Crossovers –draft design standard aiming to improve public safety and enhance streetscapes across SA. Minor changes to the Planning and Design Code have also been drafted to complement the design standard and support its delivery and are open for consultation as part of this process. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.

Code Amendment

Kensington and Portrush Road, Norwood Community Facilities - The owners of the Straight Smile Centre dental and orthodontics clinic, located on the corner of Kensington Road and Portrush Road, are proposing to rezone the land occupied by their business, together with the surrounding sites, to reflect the long-standing use of the majority of the land. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.

Code Amendment

Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment - The Chief Executive of the Department for Trade and Investment has initiated the Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment to review the definitions for 'ancillary accommodation' and 'student accommodation'. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800752664.

- 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 Trade and Investment 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 Contact the vendor for these details

notice may require access

- | | | |
|-------|--|---|
| 29.4 | section 140 - Notice requesting access | Contact the vendor for these details |
| 29.5 | section 141 - Order to remove or perform work | <p>State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title</p> <p>also</p> <p>Contact the Local Government Authority for other details that might apply</p> |
| 29.6 | section 142 - Notice to complete development | <p>State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title</p> <p>also</p> <p>Contact the Local Government Authority for other details that might apply</p> |
| 29.7 | section 155 - Emergency order | <p>State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title</p> <p>also</p> <p>Contact the Local Government Authority for other details that might apply</p> |
| 29.8 | section 157 - Fire safety notice | <p>Building Fire Safety Committee in the Department for Trade and Investment has no record of any order or notice affecting this title</p> <p>also</p> <p>Contact the Local Government Authority for other details that might apply</p> |
| 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 | <p>State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title</p> <p>also</p> <p>Contact the Local Government Authority for other details that might apply</p> |
| 29.11 | section 198(2) - Agreement to vest land in a council or the Crown to be held as open space | <p>State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title</p> <p>also</p> <p>Contact the Local Government Authority for other details that might apply</p> |
| 29.12 | Part 16 Division 1 - Proceedings | <p>Contact the Local Government Authority for details relevant to this item</p> <p>also</p> <p>Contact the vendor for other details that might apply</p> |
| 29.13 | section 213 - Enforcement notice | <p>State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title</p> <p>also</p> <p>Contact the Local Government Authority for other details that might apply</p> |
| 29.14 | section 214(6), 214(10) or 222 - Enforcement order | <p>Contact the Local Government Authority for details relevant to this item</p> <p>also</p> <p>State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title</p> |

30. *Plant Health Act 2009*

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

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

- 31.1 Part 3 - Notice Public Health in DHW has no record of any notice or direction affecting this title
also
Contact the Local Government Authority for other details that might apply
- 31.2 *Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)* (revoked) Part 2 - Condition (that continues to apply) of an approval Public Health in DHW has no record of any condition affecting this title
also
Contact the Local Government Authority for other details that might apply
- 31.3 *Public and Environmental Health (Waste Control) Regulations 2010* (revoked) regulation 19 - Maintenance order (that has not been complied with) Public Health in DHW has no record of any order affecting this title
also
Contact the Local Government Authority for other details that might apply
- 32. *South Australian Public Health Act 2011***
- 32.1 section 66 - Direction or requirement to avert spread of disease Public Health in DHW has no record of any direction or requirement affecting this title
- 32.2 section 92 - Notice Public Health in DHW has no record of any notice affecting this title
also
Contact the Local Government Authority for other details that might apply
- 32.3 *South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval Public Health in DHW has no record of any condition affecting this title
also
Contact the Local Government Authority for other details that might apply
- 33. *Upper South East Dryland Salinity and Flood Management Act 2002 (expired)***
- 33.1 section 23 - Notice of contribution payable DEW has no record of any notice affecting this title
- 34. *Water Industry Act 2012***
- 34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement **An SA Water Certificate will be forwarded.
If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950**
also
The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title
also
Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title.
also
Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title.
also
Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title.
- 35. *Water Resources Act 1997 (repealed)***
- 35.1 section 18 - Condition (that remains in force) of a permit DEW has no record of any condition affecting this title
- 35.2 section 125 (or a corresponding previous enactment) - Notice to pay levy DEW has no record of any notice affecting this title
- 36. Other charges**

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

Refer to the Certificate of Title

also

Contact the vendor for these details

also

Contact the Local Government Authority for other details that might apply

Other Particulars

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

- | | | |
|-----|---|---|
| 1. | Particulars of transactions in last 12 months | Contact the vendor for these details |
| 2. | Particulars relating to community lot (including strata lot) or development lot | Enquire directly to the Secretary or Manager of the Community Corporation |
| 3. | Particulars relating to strata unit | Enquire directly to the Secretary or Manager of the Strata Corporation |
| 4. | Particulars of building indemnity insurance | Contact the vendor for these details
also
Contact the Local Government Authority |
| 5. | Particulars relating to asbestos at workplaces | Contact the vendor for these details |
| 6. | Particulars relating to aluminium composite panels | Please note that the audit is limited to classes of buildings, and that this note does not confirm the presence or absence of Aluminium Composite Panelling. Contact the vendor for relevant details. |
| 7. | Particulars relating to court or tribunal process | Contact the vendor for these details |
| 8. | Particulars relating to land irrigated or drained under Irrigation Acts | SA Water will arrange for a response to this item where applicable |
| 9. | Particulars relating to environment protection | Contact the vendor for details of item 2
also
EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title
also
Contact the Local Government Authority for information relating to item 6 |
| 10. | Particulars relating to <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>) | The Dog Fence Board has no current interest in Dog Fence rates relating to this title. |
| 9. | Pastoral Board (<i>Pastoral Land Management and Conservation Act 1989</i>) | The Pastoral Board has no current interest in this title |
| 10. | Heritage Branch DEW (<i>Heritage Places Act 1993</i>) | Heritage Branch in DEW has no record of any World, Commonwealth or National Heritage interest affecting this title |
| 11. | Health Protection Programs – Department for Health and Wellbeing | Health Protection Programs in the DHW has no record of a public health issue that currently applies to this title. |

Notices

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

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

Building restrictions

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

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

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

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

Statutory easements

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

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

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

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

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

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

Land Tax Act 1936 and Regulations thereunder

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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



REAL PROPERTY ACT, 1886



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 6253 Folio 330

Parent Title(s)

CT 6253/321

Creating Dealing(s)

ACT 13504495

Title Issued

19/04/2021

Edition

3

Edition Issued

04/08/2021

Estate Type

FEE SIMPLE

Registered Proprietor

SHUO YIN
OF UNIT 20 10 BRIAR ROAD FELIXSTOW SA 5070

Description of Land

LOT 31 PRIMARY COMMUNITY PLAN 42394
IN THE AREA NAMED FELIXSTOW
HUNDRED OF ADELAIDE

Easements

TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED C ON C42394 (RE 7140879)

TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED D ON C42394 FOR DRAINAGE PURPOSES (RE 7198630)

Schedule of Dealings

Dealing Number	Description
13579803	MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. (ACN: 005 357 522)

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
15/04/2021	13504497	SCHEME DESCRIPTION	FILED
15/04/2021	13504498	DEVELOPMENT CONTRACT	FILED
20/08/2021	13596759	BY-LAWS	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

PURPOSE: PRIMARY COMMUNITY		AREA NAME: FELIXSTOW		RE-APPROVED: 17/04/2021		 C42394 SHEET 1 OF 3 68407_text_01_v07_Version_7	
MAP REF: 6628/39/Q		COUNCIL: THE CORPORATION OF THE CITY OF NORWOOD PAYNEHAM AND ST. PETERS		DEPOSITED: 19/04/2021			
LAST PLAN: D126542		DEVELOPMENT NO: 155/C081/16/001/61629					

AGENT DETAILS: JOHN C BESTED & ASSOCIATES PTY LTD 362 MAGILL RD KENSINGTON PARK SA 5068 PH: 83327111 FAX: 83641829		SURVEYORS CERTIFICATION: I ASHLEY GREG WINDOW , a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996 16th day of April 2021 Ashley Window Licensed Surveyor	
AGENT CODE: JCBA			
REFERENCE: 18625.2			

SUBJECT TITLE DETAILS:									
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
PT CT	6240	395		ALLOTMENT(S)	50	D	126542 ADELAIDE		
OTHER TITLES AFFECTED:									

EASEMENT DETAILS:									
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION		
EXISTING		LONG	EASEMENT(S)	C		23-39.41-43.100.200(DEVELOPMENT LOT).COMMON PROPERTY	RE 7140879		
EXISTING		SHORT	EASEMENT(S)	D	FOR DRAINAGE PURPOSES	23-39.41-43.100.200(DEVELOPMENT LOT).COMMON PROPERTY	RE 7198630		
EXISTING	200(DEVELOPMENT LOT)	LONG	EASEMENT(S)	A				TG 13323574	

ANNOTATIONS:	THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 05 / 07 / 2019 THE COMMON PROPERTY IS DESIGNATED (C1) AND (C2) FOR LAND INFORMATION PURPOSES ONLY AND DOES NOT PROVIDE A LEGAL IDENTIFIER FOR THE COMMON PROPERTY PORTIONS OF LOT 34 MARKED X EXISTS ABOVE A LEVEL OF 54.70 METRES AHD PORTIONS OF COMMON PROPERTY MARKED X EXISTS BELOW A LEVEL OF 54.70 METRES AHD EXCEPT FOR THE FINAL PLACEMENT OF SURVEY MARKS
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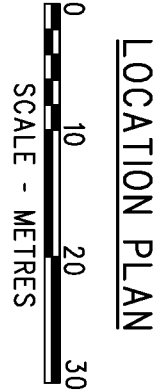
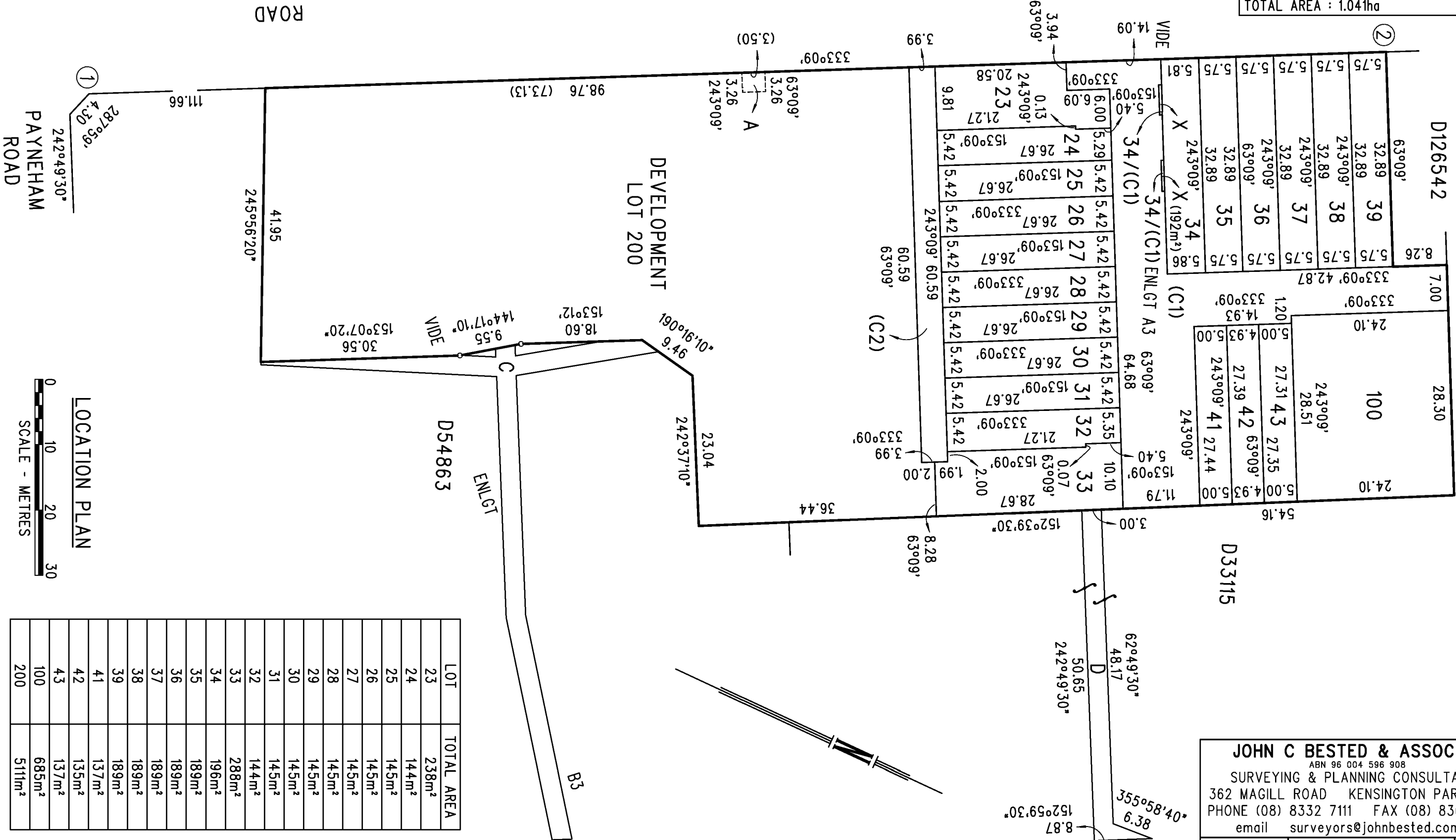
C42394

SHEET 2 OF 3

68407_pland_1_V03_Version_7

BEARING DATUM: ① - ② 333°09'
DERIVATION: D126542 ADOPTED

TOTAL AREA : 1.041ha



LOT	TOTAL AREA
23	238m ²
24	144m ²
25	145m ²
26	145m ²
27	145m ²
28	145m ²
29	145m ²
30	145m ²
31	145m ²
32	144m ²
33	288m ²
34	196m ²
35	189m ²
36	189m ²
37	189m ²
38	189m ²
39	189m ²
41	137m ²
42	135m ²
43	137m ²
100	685m ²
200	511m ²

JOHN C BESTED & ASSOC PTY LTD
ABN 96 004 596 908
SURVEYING & PLANNING CONSULTANTS
362 MAGILL ROAD KENSINGTON PARK 5068
PHONE (08) 8332 7111 FAX (08) 8364 1829
email surveyors@johnbested.com.au

REF 18625.2	DRAWING 18625.2-COM	VERSION 9
-------------	---------------------	-----------

LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
23	245	
24	200	
25	200	
26	200	
27	200	
28	200	
29	200	
30	200	
31	200	
32	200	
33	277	
34	224	
35	221	
36	221	
37	221	
38	221	
39	221	
41	196	
42	196	
43	196	
100	924	C42395
AGGREGATE	5163	

C42394

SHEET 1 OF 1

ACCEPTED

19.4.2021

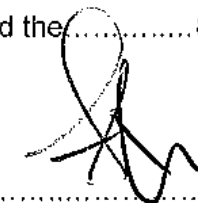
PRO REGISTRAR GENERAL

DEV No. 1551C081:16

CERTIFICATE OF LAND VALUER

I, ... **Fred Taormina** 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 8th day of April, 2021



Signature of Land Valuer

FORM LF1 (Version 1) CUDAN Orig: SA	LF 13504497
	
15:12 15-Apr-2021 4 of 7	

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

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

FORM APPROVED BY THE REGISTRAR-GENERAL

SERIES NO	PREFIX
4	LF

AGENT CODE

LODGED BY: : LYNCH MEYER MSLM

CORRECTION TO: LYNCH MEYER MSLM

SUPPORTING DOCUMENTATION LODGED WITH APPLICATION
(COPIES ONLY)

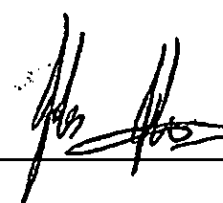
1

2

3

4

5

PICK-UP NO.	
CP	
CORRECTION	PASSED J.I. 19 APR 2021
FILED	 

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.

TERMS OF INSTRUMENT NOT CHECKED
BY LAND SERVICES SA

SCHEME DESCRIPTION
DEVELOPMENT NO **155/C081/16**

PAGE 1 of 8

COMMUNITY PLAN NO. C42394

8 – 14 BRIAR ROAD, FELIXSTOW SA 5070

PRIMARY SCHEME DESCRIPTION

TERMS OF INSTRUMENT NOT CHECKED
BY LAND SERVICES SA

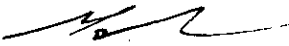
SCHEME DESCRIPTION
DEVELOPMENT NO 155/C081/16

COMMUNITY TITLES ACT 1996
COMMUNITY CORPORATION NO. C42394
8 – 14 BRIAR ROAD, FELIXSTOW SA 5070

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4.	Standard of Buildings and other Improvements	4
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12.	Appendix A	8

Certified correctly prepared in accordance with the requirements of the *Community Titles Act 1996* by the person who prepared the document


.....
Malinda Kuo – Legal Practitioner
190 Flinders Street
Adelaide SA 5000

COMMUNITY TITLES ACT 1996
COMMUNITY CORPORATION NO. C42394
8 – 14 BRIAR ROAD, FELIXSTOW
PRIMARY SCHEME DESCRIPTION

Interpretation and Definitions

1. In this scheme description unless the context otherwise requires:
 - (a) "*Act*" means the Community Titles Act 1996;
 - (b) "*corporation*" means Community Corporation No. C42394 Incorporated;
 - (c) "*common property*" has the same meaning as in the Act;
 - (d) "*community lots*" has the same meaning as in the Act;
 - (e) "*community parcel*" has the same meaning as in the Act;
 - (f) "*community plan*" has the same meaning as in the Act;
 - (g) "*developer*" means High Vision Investment Pty Ltd ACN 612 689 193 as trustee for the High Vision Property Group Unit Trust;
 - (h) "*development approval*" means the approval granted under the Development Act 1993 and also approval annexed to this scheme description as Appendix A;
 - (i) "*development lot*" has the same meaning as in the Act;
 - (j) "*land*" means the portion of the land comprised in Certificate of Title Register Book Volume 6240 Folio 395 and known as Allotment 50; DP 126542, being the property situated at 8 -14 Briar Road, Felixstow SA 5070;
 - (k) "*secondary plan*" has the same meaning as in the Act;
 - (l) other words have the definition given to them in the Act;
 - (m) a reference to any statute, regulation or council by-law includes all amendments, consolidations or replacements of them;
 - (n) one gender includes all the other genders;
 - (o) the singular includes the plural and the other way around.

Identification of the Community Parcel/Lots and Common Property

2. The community parcel and the lots and the common property into which the community parcel is to be divided are identified in the community plan lodged with the Registrar General.
3. The community plan for the scheme is a plan of community division of the land into forty-three (43) primary community lots (including one development lot numbered 200), lot numbered 100 and common property.
4. The development of the primary community lots will be performed in 2 stages. Stage 1 comprises:
 - (a) 20 community lots; and
 - (b) lot numbered 100,and was completed in one stage and Stage 2 (being the development lot numbered 200) comprising 22 community lots will be completed in one stage following, in accordance with the development approval-built form, and the Development Contract filed with this Scheme Description.
5. Lot numbered 100 has been completed with the creation of six (6) secondary strata lots.

Purposes for which the Lots and the Common Property may be used

6. The community lots may only be used for residential purposes.
7. The common property consists of builtform improvements including driveway paving, landscaping and service infrastructure. The purpose of the driveway is to provide access to the lots. The Corporation must maintain the common property in accordance with the Act.

Standard of Buildings and other Improvements

8. The improvements on the lots and on the common property are, and will be:
 - (a) built in accordance with the Building Code of Australia;
 - (b) designed and constructed in a manner and to a standard required by the development approval – built form.

Stages of the Scheme

9. The development comprises both a primary scheme and a secondary scheme. The primary scheme creates a plan of community division, a portion of which is secondary (strata) plan of division which has been completed. The developer's intent is to complete the development in two stages in accordance with the development approval. Stage 1 comprises primary scheme and secondary scheme both of which have been completed and Stage 2 comprises development Lot 200 as part of the primary scheme which is yet to be completed.

Obligations to develop Community Lots

10. The developer has completed Stage 1. For Stage 2, it will construct the improvements on each community lot in accordance with the development approval and the Development Contract.
11. Development of the construction commenced immediately after the obtaining of development approval. The developer has completed Stage 1. The developer estimates that the construction for Stage 2 will be completed on or before 30 June 2023.
12. The standard of the work performed and to be performed and the materials used and to be used on the community lots will be of a standard required by the developer, acting in its absolute discretion.

Developer's Obligations to improve or develop Common Property

13. For Stage 1, the developer has constructed the improvements and installed service infrastructure on and comprising common property. For stage 2, the developer will construct the improvements and install service infrastructure on and comprising common property in accordance with the development approval and the Development Contract.
14. The driveways are, and are intended to be constructed of clay or concrete pavers of a suitable standard for driveways.
15. The developer commenced the development of the common property immediately after the obtaining of development approval and should complete the development for Stage 2 on or before 30 June 2023.

16. The standard of the work performed and to be performed and the materials used on the common property will be of a standard required by the developer, acting in its absolute discretion.

Conditions of development imposed pursuant to the Development Act 1993

17. The division of the community parcel and erection of the dwellings on the land is subject to the conditions imposed in the development approval. A copy of the development approval with the conditions set out in full is included in this scheme description as an attachment.

Other important features of the Scheme

18. There is one development lot numbered 200.
19. There will be division of lot numbered 100 by secondary plan.
20. The developer:
- (a) has completed all relevant built form on primary lots numbered 23 – 39 and 41 – 43 inclusive and works to create common property infrastructure for Stage 1 (including primary lot 100);
 - (b) has completed all relevant built form on the secondary lots (to be created by division of primary lot 100) so that plan deposit of the secondary residential component will occur in series following primary plan deposit; and
 - (c) will complete all relevant built form on primary lots 1 - 22 inclusive, and works to create common property infrastructure for Stage 2 (development Lot 200) following primary and secondary plan deposit in accordance with the built form development approval, and the Development Contract filed with this Scheme Description.

Other information required by the Regulations

21. No other information is required by the Regulations.

TERMS OF INSTRUMENT NOT CHECKED
BY LAND SERVICES SA

SCHEME DESCRIPTION
DEVELOPMENT NO 155/C081/16

PAGE 7 of 8

DEVELOPMENT AUTHORITY'S CONSENT

1. All the consents or approvals required under the Development Act 1993 in relation to the division of the land (and a change in the use of the land (if any)) in accordance with this scheme description and the relevant plan of community division under the *Community Titles Act 1996* have been granted.

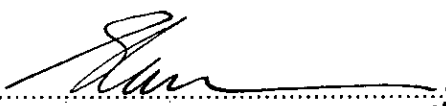
OR

~~No consent or approval is required under the *Development Act 1993* in relation to the division of the land (or a change in the use of the land) in accordance with this scheme description.~~

2. This endorsement does not limit a relevant authority's right to refuse, or to place conditions on, development authorisation under the *Development Act 1993* in relation to any other development envisaged by this scheme description.

CITY OF NORWOOD, PAYNEHAM AND ST PETERS

Per:


Signature of Authorised Officer - *Manager of Development Assessment*


Name of Authorised Officer

1 April 2021
Date of Consent

TERMS OF INSTRUMENT NOT CHECKED
BY LAND SERVICES SA

SCHEME DESCRIPTION
DEVELOPMENT NO **155/C081/16**

PAGE 8 of 8

APPENDIX A

Attachments consisting of 7 pages:

Decision Notification Form Development No. 155/C081/2016 (Community Title land division
(creating 43 community lots additional allotments).



City of
Norwood
Payneham
& St Peters

DECISION NOTIFICATION FORM

South Australia - Regulations Under the Development Act, 1993 - Regulation 42

FOR DEVELOPMENT APPLICATION NUMBER: 155/C081/2016
DATED: 08/11/2016
REGISTERED ON: 08/11/2016

TO:	D'Andrea & Associates Suite 11, 467 Fullarton Road HIGHGATE SA 5063
-----	---

LOCATION OF PROPOSED DEVELOPMENT
8-14 Briar Road FELIXSTOW 5070 Lot 1 DP 24316, Adelaide CT 5061/725

NATURE OF PROPOSED DEVELOPMENT
Community Title Land Division creating forty-three (43) Community Lots, the demolition of existing buildings and the removal of ten (10) Regulated trees (including one Regulated street tree) and one (1) non-regulated street tree, the construction of six (6) two-storey residential flat buildings and one (1) abutting detached dwelling comprising forty-nine (49) dwellings and associated garages, carports, fencing, landscaping, retaining walls and earthworks (155/081/16)

In respect of this proposed development you are informed that:

NATURE OF DECISION	DECISION	DATE	NO. OF CONDITIONS
DEVELOPMENT PLAN CONSENT	Granted	20/02/2017	9
LAND DIVISION CONSENT	Granted	03/03/2017	3
BUILDING RULES CONSENT STAGE ONE DEMOLITION OF EXISTING BUILDINGS AND THE REMOVAL OF TEN (10) REGULATED TREES (DOES NOT INCLUDE STREET TREES)	Certified	19/07/2017	1 as issued by Private Certifier
BUILDING RULES CONSENT STAGE 2 – FINAL CONSENT FOR 49 DWELLINGS	Certified	03/12/2018	5 as issued by Private Certifier
DEVELOPMENT APPROVAL – STAGE 2 FINAL	APPROVED		

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

The classification assigned to this building is Class 1a, for the purposes of Section 66 and Regulation 82 of the Development Act, 1993.

Pursuant to Regulation 48 this approval is valid for twelve (12) months. Substantial commencement or a request for an extension of time shall be undertaken during this period or the Approval will lapse. Council requires 24 hours' notice of commencement of this Development, please email buildingnotice@npsa.sa.gov.au

Date of Decision:	20 February 2019	☐ CAP or Delegate
Signed:		☒ Council Chief Executive Officer or Delegate
		☐ Private Certifier
Date:	20 February 2019	☒ Sheets Attached



City of
Norwood
Payneham
& St Peters

DEVELOPMENT APPLICATION NUMBER: 155/C081/2016

APPLICANT: High Vision Investment Pty Ltd

LOCATION: 8-14 Briar Road FELIXSTOW 5070

PROPOSED DEVELOPMENT: Community Title Land Division creating forty-three (43) Community Lots, the demolition of existing buildings and the removal of ten (10) Regulated trees (including one Regulated street tree) and one (1) non-regulated street tree, the construction of six (6) two-storey residential flat buildings and one (1) abutting detached dwelling comprising forty-nine (49) dwellings and associated garages, carports, fencing, landscaping, retaining walls and earthworks (155/081/16)

DECISION: Development Approved – Stage 2 Final

DATE OF DECISION: 20/02/2019

REASONS FOR DECISION

Consent is granted, as the proposed development is considered to accord sufficiently with the provisions of the Development Plan.

The following conditions have been imposed to reasonably ensure that the development will not impair the orderly and proper planning of the locality or detrimentally affect the amenity of the locality, having particular regard to the Principles of Development Control applicable to such a use in the locality.

DEVELOPMENT PLAN CONSENT

Relevant Plans

Pursuant to Section 44 (2) and (3) of the Development Act 1993 and except where varied by a Condition specified hereunder, it is required that the development be undertaken, used, maintained and operated in accordance with the following relevant plans, drawings, specifications and other documents, except where varied by the following conditions of consent:

- Plan of Community Title Land Division prepared by John C Bested & Associates Pty Ltd and received by the Council on 10 November 2016.
- Site Plan (excluding the indicative landscaping), Elevation Plans, Ground Floor Plans, First Floor Plans (Sheets 3 of 17, 5 to 11 of 17, 13 of 17 and 15 to 17 of 17) prepared by Alberto D'Andrea and Associates (as amended) and received by the Council on 9 January 2017.
- Site engineering plan prepared by Lelio Bibbo Consulting Engineers (as amended) and received by the Council on 10 January 2017.
- Landscaping and Lighting Plan prepared by Oxygen (dated January 2017) and received by the Council on 31 January 2017.
- Elevation Plans and Ground Floor Plans (Sheets 2 of 17, 4 of 17, 12 of 17 and 14 of 17) prepared by Alberto D'Andrea and Associates (as amended) and received by the Council on 17 February 2017.



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Conditions of Consent

1. All buildings shall be demolished and removed prior to the issuing of Section 51 Clearance.
2. A Stormwater Management Plan shall be prepared and provided to the Council with the documentation for Building Rules Consent, which illustrates stormwater discharge from the subject land being maintained at pre-development levels and includes investigation of the possible use of the stormwater easement to the east of the land to avoid reliance on pumps. On-site detention of stormwater may be required during high rainfall events. Sufficient storage (above or below ground) shall be provided to safely contain stormwater runoff from the contributing catchments for a 5 year ARI rainfall event.
3. Prior to Building Rules Consent, and to the satisfaction of the Council or its delegate, the Applicant is required to demonstrate the extent of pier and beam construction which will be required to maintain the health and structure of the adjacent street trees. Additionally, the Applicant is required to demonstrate how the health and structure of these trees will be maintained during the construction process, with regard to the associated site works, and the installation of utilities to each dwelling. This will require further investigation by a suitably qualified arborist as to the extent of appropriate tree protection zones for each tree and confirmation of the methodologies to be employed during construction, which may include supervision of the works by a suitably qualified arborist.
4. In regard to the removal of the nine (9) regulated trees on the subject land, payment of \$1,539 (\$171 per tree) shall be paid into the Council's Urban Tree Fund, prior to the tree removals herein approved being undertaken.
5. In regard to the removal of the two (2) Council Street Trees, all costs associated with the removal and replacement of these trees by the Council shall be entirely at the cost of the Applicant.
6. All areas nominated as landscaping or garden areas on the approved plans shall be planted in accordance with the final landscaping plan and schedule, prior to the occupation of the premises and shall be maintained to the reasonable satisfaction of the Council or its delegate.
7. Prior to Development Approval, the Applicant shall nominate on the plans submitted for Development Approval, suitable areas and enclosures for the storage of bins associated with Dwellings 2-10, 35-39, 42, 45, 46 and 48, to the reasonable satisfaction of the Council or its delegate.
8. The design of Residential Flat Building 6 shall be amended to incorporate canopy or verandah elements to the windows and doors on the side and rear elevations of the building and the balconies of the upper level apartments in order to provide better protection from the summer sun, to the reasonable satisfaction of the Council or its delegate.
9. The upper level balconies of Residential Flat Building 6 shall be screened to ensure the privacy of the dwellings located on the adjacent land to the reasonable satisfaction of the Council or its delegate.

BUILDING RULES CONSENT

Conditions of Consent

See attached conditions and notes per the Certifiers Building Rules Consent dated 03/12/2018.



City of
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ADVISORY NOTE(S)

1. The Applicant is encouraged to retain, reuse or relocate the existing palm trees on the subject land and notes the Applicant's intention to do so.
2. The Applicant is advised that any works undertaken on Council owned land (including but not limited to works relating to crossovers, driveways, footpaths, street trees and stormwater connections) will require the approval of the Council's Urban Services Department, prior to any works being undertaken. Further information may be obtained by contacting the Council's Urban Services Department on 8366 4513.

All works on Council owned land required as part of this development are likely to be at the Applicant's cost.

3. The granting of this consent does not remove the need for the Applicant to obtain all other consents which may be required by any other legislation or regulation.

The Applicant's attention is particularly drawn to the requirements of the Fences Act 1975 regarding notification of any neighbours affected by new boundary development or boundary fencing. Further information is available in the 'Fences and the Law' booklet available through the Legal Services Commission available at www.lsc.sa.gov.au. Alternatively a hard copy can be mailed to you on request by contact the Planning Department on 8366 4530 or 8366 4508.

The Applicant's attention is also drawn to the need to consult all relevant electricity suppliers with respect to high voltage power lines.

4. The Council has not surveyed the subject land and has, for the purpose of its assessment, assumed that all dimensions and other details provided by the Applicant are correct and accurate. It is recommended that a building identification survey plan be obtained by a licensed surveyor prior to the development being undertaken, so as to avoid any encroachment onto adjoining land, Building Code compliance issues, and to ensure the development is sited in accordance with this consent/approval.
5. The Applicant is reminded of its responsibilities under the Environment Protection Act 1993 to not harm the environment. Specifically, paint, plaster, concrete, brick wastes and wash waters should not be discharged into the stormwater system, litter should be appropriately stored on site pending removal, excavation and site disturbance should be limited, entry/exist points to the site should be managed to prevent soil being carried off site by vehicles, sediment barriers should be used (particularly on sloping sites), and material stockpiles should all be placed on site and not on the footpath or public roads or reserves. Further information is available by contacting the EPA on 8204 2004.
6. This Development Plan Consent will lapse within 12 months of the date of this notice unless full development Approval has been obtained.

Kathryn Clausen
SENIOR URBAN PLANNER

20 February 2019



City of
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Payneham
& St Peters

IMPORTANT NOTICE

- The developer or building owner shall provide 20mm rubble on the site prior to work commencing, in areas of vehicular traffic to ensure compliance with the requirements of the Environmental Protection Agency. It is to be placed in such a way to minimise the amount of soil (mud and dust) transferred over public areas and into the street.
- Boundary survey prior to commencing construction
The person proposing to undertake the work shall ensure that no part of the proposed building work is to overhand the boundary of the site. It is strongly recommended that a Licensed Surveyor be engaged to undertake a survey before work commences to establish the location of the boundary.
- The owner of any building to be erected or altered which is used for food preparation, is obliged to obtain consent from the Eastern Health Authority. (phone 8132 3600)
- Important: This approval does not imply compliance with the Electricity Act, 1996 (in relation to minimum clearance distances of power lines adjacent to buildings), the (State) Equal Opportunity Act, 1995, the Occupational Health, Safety and Welfare Act 1991, or with Commonwealth Disability Discrimination Act, 1993 or with any regulations under those Acts. It is the responsibility of the owner and the person erecting the building to ensure compliance with same.
- Building work adjacent to street boundaries is required to be provided with a hoarding and a license for the hoarding shall be obtained from the Council. Contact 8366 4525.

Your attention is drawn to the provisions of Section 60 of the Development Act 1993 which provide that:

Pursuant to Section 60 of the Development Act 1993, work that affects stability:

1. Where a building owner proposes to carry out building work of a prescribed nature that is, in accordance with the regulations to be treated for the purposes of this section as building work that affects the stability of other land or premises ("the affected land or premises") the following provisions apply:
 - (a) The building owner must, at least 28 days before the building work is commenced, cause to be served on the owner of the affected land or premises a notice of intention to perform the building work and the nature of the work; and
 - (b) The building owner must (in addition to complying with any condition imposed by a relevant authority at the time of approval) take such precautions as may be prescribed to protect the affected land or premises, carry out such other building work in relation to that land or premises as that adjoining owner is authorised by the regulations to require; and
 - (c) Nothing in this section relieves the building owner from liability for injury resulting from the performance of any building work.
2. A building owner who fails to comply with a provision under subsection (1) IS GUILTY OF AN OFFENCE.

Penalty: \$4,000 (maximum penalty)

A building owner may apply to the Court for a determination of what proportion (if any) of the expense incurred by the building owner in the performance of the building work requested by the owner of affected land or premises under subsection (1) should be borne by the owner of that and or premises, and the building owner may recover an amount determined by the Court from the owner of the affected land or premises as a debt.

Your attention is drawn to the provisions of Regulation 75 of the Development Regulations 1993 which provides that in respect of building work affecting other land

It must be assumed in designing, and assessing the design of a building that it is possible that an excavation which intersects (but does not extend beyond) a notional plane extending downwards from the boundary at the site at a slope of 1 vertical to 2 horizontal from a point 600 millimetres below natural ground level at the boundary could be undertaken on an adjoining site.

Regulation 75(2) provides that, work of the following nature is prescribed as building work which is to be treated for the purposes of that section as building work that affects the stability of other land or premises, namely:

- an excavation which intersects a notional plane extending downwards at a slope of 1 vertical to 2 horizontal from a point 600 millimetres below natural ground level at a boundary with an adjoining site (as depicted by the example shown as figure 1 in schedule 15); or
- an excavation which intersects any notional plane extending downwards at a slope of 1 vertical to 2 horizontal from a point 600 millimetres below natural ground level at a boundary with an adjoining site (as depicted by the example shown as figure 2 in schedule 15); or
- any fill which is within 600 millimetres of an adjoining site, other than where the fill is not greater than 200 millimetres in depth (or height) and is for landscaping, gardening or other similar purposes.

For the purposes of section 60 (1) (b) of the Act, the owner of the affected land or premises may require the building owner to shore up any excavation or to underpin, stabilise or otherwise strengthen the foundations of any building to the extent specified by a professional engineer engaged by the owner of the affected land or premises.



**City of
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& St Peters**

The building owner must pay the reasonable costs of obtaining a report and plans and specifications from a professional engineer for the purposes of sub-regulation (3).

In sub regulations (3) and (4):

'professional engineer' means a person who is;

(a) a corporate member of the Institution of Engineers, Australia who has appropriate experience and competence in the field of civil and geotechnical engineering; or a person who is registered on the National Professional Engineers Register administered by the Institution of Engineers, Australia and who has appropriate experience and competence in the field of civil and geotechnical engineering.

- Section 233 of the Local Government Act 1999 provides that, where damage to Council roads, footpaths or kerbing occurs as a result of the development, the owner / applicant shall be responsible for the cost of repairs to the damage.
- A separate application to the Council Works and Technical Services Department is required for any installation of or modification to stormwater drains, underground electrical services or crossovers etc beyond the property alignment. Contact 8360 9000.
- The applicant shall at his/her own expense in all things carry out all alterations to existing inverts, watertables, footpaths pavements or other works in the public roads adjacent to the subject land necessary to give effect to the demolition of buildings or structures, siteworks and the construction of the buildings or structures and other works forming part of the development approval to the reasonable satisfaction of the Council and shall at his /her own expense in all things repair and make good any damage to any such inverts, kerbs, watertables, footpaths, pavements, or other such works to the reasonable satisfaction of the Council.
- An approved toilet privy is to be sensitively located on the site prior to any building work commencing. The privy should be suitably braced against overturning. No long drop toilets shall be used on site, only chemical toilets or toilets connected to the sewer shall be used.
- A minimum standard for refuse containers on a building site to restrain 'blowable' materials is to be either:
 - (a) a commercial type removable 'SKIP' type container (provided by a waste removal company) of adequate size for the building project (min 1.5m) with a top closable lid, or
 - (b) a suitable prefabricated rectangular (or square) enclosure of robust construction (ie steel sheeting material or steel mesh F72 or better - not chicken or bird wire) and located so as not to be demolished by vehicles off loading.
- The applicant is encouraged to install and maintain a rainwater tank to the dwelling(s) hereby granted authorisation.



City of
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Payneham
& St Peters

Building Notifications – Important New Requirements from July 2012

As from July 2012, the State Government has introduced fines of \$600 for failure to notify the Council at certain stages of construction. Please read the following important information to ensure that you and those acting on your behalf are fulfilling your/their obligations.

At What Stages of Construction Is Notification to the Council Required?

In accordance with Regulation 74(1) of the *Development Regulations 2008*, notifications to the Council are required at the following stages of construction, insofar as they are applicable to the building work being undertaken:

- (a) 1 business day's notice of the intended commencement of building work on the site; and
- (b) 1 business day's notice of completion of structural steel reinforcement for concrete footings or other floors; and
- (c) 1 business day's notice of the completion of all roof framing forming part of the building work (including top and bottom chord restraints, bracing and tie-downs)*; and
- (d) 1 business day's notice of the completion of all masonry walls; and
- (e) 1 business day's notice of completion of the building work.

* Where notice is given in relation to the completion of roof framing, the person who gives the notice must, within 1 business day after the notice is given, provide to the council a duly completed **supervisor's checklist** relating to the roof framing, signed by a registered building work supervisor, being a registered building work supervisor who has undertaken any training required and recognised under a scheme (if any) approved by the Minister.

A person must not conceal any completed roof framing until after the expiration of 2 clear business days after the notice of completion of roof framing has been received by the council.

Who Is Required to Give the Notification?

The licensed building work contractor who is carrying out the work or who is in charge of carrying out the work, or if there is no such licensed building work contractor, the building owner is required to give notice to the Council.

What Structures are Exempt from the Notification Requirements?

Class 10 buildings under the Building Code are exempt from the notification requirements, other than where the Class 10 building is attached to any part of the roof framing of a building of another class. Transportable buildings are also exempt.

How Can Notification be Given to the Council?

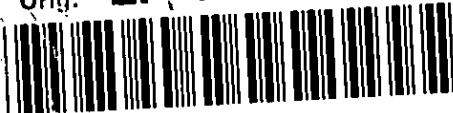
The required notices may be given—

- (a) by email transmission to buildingnotice@npsp.sa.gov.au; or
- (b) by telephoning the Council's Development Assessment team on 08 8366 4530; or
- (c) by faxing it to the council on 08 8332 6338; or
- (d) by posting it to the council at 175 The Parade, Norwood SA 5067, ensuring that the date received by the Council accords with the notice requirements; or
- (e) by hand delivering a written notice with a duly authorised officer of the council.

In either case, the notices must include the name, address and telephone number of the persons who are proposed to sign Parts A and B of the Statement of Compliance under Schedule 19A (if relevant).

What Penalties Apply for Failure to Notify?

A person who breaches any of the requirements outlined in this information sheet is guilty of an offence with an expiation fee of \$500 or a maximum penalty of \$10 000.

FORM 1 (MAY 2017) CANCELLATION OF Orig.	LF 13504498  15:12 15-Apr-2021 5 of 7
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LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

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

FORM APPROVED BY THE REGISTRAR-GENERAL

SERIES NO	PREFIX
5	LF

AGENT CODE

LODGED BY: LYNCH MEYER

MSLM

CORRECTION TO: LYNCH MEYER

MSLM

 SUPPORTING DOCUMENTATION LODGED WITH APPLICATION
 (COPIES ONLY)

1

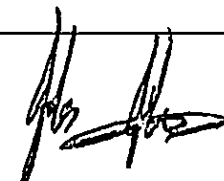
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PICK-UP NO.	
CP	

CORRECTION	PASSED J.I.
FILED  pro.  REGISTRAR-GENERAL 19 APR 2021	

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.

TERMS OF INSTRUMENT NOT CHECKED
BY LANDS SERVICES SA

DEVELOPMENT CONTRACT
DEVELOPMENT NO **155/C081/16**

COMMUNITY PLAN NO. C42394

8 – 14 BRIAR ROAD, FELIXSTOW SA 5070

DEVELOPMENT CONTRACT

TERMS OF INSTRUMENT NOT CHECKED
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DEVELOPMENT CONTRACT
DEVELOPMENT NO 155/C081/16

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COMMUNITY TITLES ACT 1996

COMMUNITY CORPORATION NO. C42394

8 – 14 BRIAR ROAD, FELIXSTOW SA 5070

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Certified correctly prepared in accordance with the requirements of the *Community Titles Act 1996* by the person who prepared the document

.....
Malinda Kuo - Legal Practitioner
190 Flinders Street
Adelaide SA 5000

**HIGH VISION INVESTMENT PTY LTD
ACN 612 689 193**

COMMUNITY TITLES ACT 1996

DEVELOPMENT CONTRACT

COMMUNITY PLAN NO. C42394

8 – 14 BRIAR ROAD, FELIXSTOW SA 5070

1. Interpretation and Definitions

1.1 In this development contract unless the context otherwise requires:

- (a) "Act" means the Community Titles Act 1996;
- (b) "by-laws" means the by-laws filed with this development contract;
- (c) "*common property*" means the common property defined in the plan of community division;
- (d) "*community lot*" means the lots created as community lots upon the deposit of the community scheme to which this development contract applies;
- (e) "*community parcel*" means the land situated at Allotment 50, DP 126542, 8-14 Briar Road, Felixstow, South Australia being portion of the land comprised in Certificate of Title Register Book Volume 6240 Folio 395;
- (f) "*corporation*" means the community corporation established when the plan of community division is deposited by the Registrar General in the Lands Titles Registration Office;
- (g) "*council*" means the Corporation of the City of Norwood, Payneham & St Peters;
- (h) "*developer*" means High Vision Investment Pty Ltd ACN 612 689 193 as trustee for the High Vision Property Group Unit Trust and may also include any other owner of the community parcel prior to or after the deposit of the plan of community division;

- (i) "*development approval*" means the development authorisation under the Development Act 1993 approved by the council and which is annexed to the scheme description filed with this development contract;
- (j) "*plan of community division*" means the community plan deposited with this development contract;
- (k) "*scheme description*" means the scheme description filed with this development contract;
- (l) a reference to any Statute, Regulation or Council By-Law includes all amendments, consolidations or replacements of them;
- (m) one gender includes all the other genders;
- (n) the singular includes the plural and the other way around;
- (o) other words have the meaning given to them in the Act.

2. Preliminary matters

- 2.1 This development contract contains details of the community scheme which is proposed to be developed on the community parcel.
- 2.2 The obligations contained in this development contract may only be varied or cancelled in accordance with the provisions of Sections 50, 69(8) or 70(8) of the Act.
- 2.3 This development contract should not be considered alone, but in conjunction with the results of searches and enquiries made in respect of the community scheme. In particular this development contract should be read in conjunction with the scheme description and the by-laws.
- 2.4 The terms of this development contract are binding on the developer and any subsequent purchaser of a community lot.

3. Description of Development

- 3.1 The community parcel to be developed under this development contract comprises the community lots, community strata lots, development lots and the common property described in the plan of community division. This is the

property at 8 - 14 Briar Road, Felixstow in South Australia and which is currently comprised as portion of the land in Certificate of Title Register Book Volume 6240 Folio 395.

3.2 The community parcel is to be developed in two (2) stages.

4. Developer's Obligations in respect of the Community Lots

4.1 The developer is undertaking a residential development on the land over 2 stages as detailed in paragraph 11, comprising:

- 43 residential units (being 43 primary community lots);
- two-storey residential flat buildings (comprising 6 secondary community strata lots); and
- common property improvements including driveways, landscaping and service infrastructure.

A pictorial representation of the development is attached to this development contract.

4.2 The developer will perform the work required in respect of the community lots to a good quality standard in accordance with the standard the developer may in its absolute discretion decide.

5. The Developer's Obligations in respect of the Common Property

5.1 The developer will construct the built form, including driveway paving, landscaping and service infrastructure on the common property in accordance with the scheme description.

5.2 The developer will perform the work required in respect of the common property to a good quality standard in accordance with the standard as the developer may in its absolute discretion decide.

6. Developer's Authorisation

6.1 Development authorisation under the Development Act has been obtained to enable the developer to perform the work set out in this development contract.

6.2 The developer's obligations under this contract are expressly subject to that development authorisation being maintained without material change.

7. Developer's Undertakings

7.1 The developer undertakes that in carrying out the developer's obligations under this development contract, the developer will:

- (a) interfere as little as is reasonably practicable with the use and enjoyment of the community lots and common property; and
- (b) repair, or pay the costs of repairing any damage caused by the developer to the common property or to a community lot or to any building or other improvement on the common property or a community lot.

8. Access to the Common Property or Community Lot

The developer proposes to obtain direct access to the common property from the street or the community lots and to the community lots from the common property or from the street.

9. Obligations of the Community Corporation and Owners and Occupiers of Lots

The owners and occupiers of a community lot and the corporation must allow the developer:

- 9.1 to establish builder's amenities on a suitable part of the common property adjoining the community lot being developed or the common property being developed;
- 9.2 reasonable access over adjoining community lots or the common property to enable the developer to fulfil the developer's obligations under this development contract;
- 9.3 allow the developer to erect the necessary signs, fencing and anything else required under any statutory obligation to enable the developer to complete the developer's obligations under this development contract.

10. Timing of Development Work

10.1 The developer must cause the building work to be carried out on the community lots and the common property by the developer's workers and contractors:

- (a) between Monday to Saturday of each week between the hours of 7 a.m. and 5.30 p.m.; and
- (b) between 9 a.m. and 5 p.m. on Sundays and public holidays.

10.2 The developer anticipates fulfilment of the developer's obligations under this development contract on or before 30 June 2023.

11. Status of Development

11.1 The developer:

- (a) has completed all relevant built form on primary lots numbered 23 – 39 and 41 – 43 inclusive and works to create common property infrastructure for Stage 1 (including primary lot 100);
- (b) has completed all relevant built form on the secondary lots (to be created by division of primary lot 100) so that plan deposit of the secondary residential component will occur in series following primary plan deposit; and
- (c) will complete all relevant built form on primary lots 1 - 22 inclusive, and works to create common property infrastructure for Stage 2 (development Lot 200) following primary and secondary plan deposit in accordance with the built form development approval, and this Development Contract.
- (d) anticipates completion of Stage 2 on or before 30 June 2023.

12. Other Information required by the Regulations

No other information is required by the Regulations under the Act.

TERMS OF INSTRUMENT NOT CHECKED
BY LANDS SERVICES SA

DEVELOPMENT CONTRACT
DEVELOPMENT NO 155/C081/16

PAGE 7 of 8

DATED the 15 day of April 2021

Executed by
HIGH VISION INVESTMENT PTY LTD
in accordance with section 127(1)
of the Corporations Act 2001 (Cth):



.....
Director

XIAOQING WU

.....
Name (please print)



.....
Director/Secretary

MENGFEI WANG

.....
Name (please print)

TERMS OF INSTRUMENT NOT CHECKED
BY LANDS SERVICES SA

DEVELOPMENT CONTRACT
DEVELOPMENT NO 155/C081/16

PAGE 8 of 8

Attachment consisting of 24 pages:

- Community plan and Pictorial plan

PURPOSE: PRIMARY COMMUNITY		AREA NAME: FELIXSTOW		APPROVED:						
MAP REF: 6628/39/Q		COUNCIL: THE CORPORATION OF THE CITY OF NORWOOD PAYNEHAM AND ST. PETERS		DEPOSITED:		C42394				
LAST PLAN: D126542		DEVELOPMENT NO: 155/C081/16/001/61629				SHEET 1 OF 3 68407_text_01_v01_Version_1				
AGENT DETAILS: JOHN C BESTED & ASSOCIATES PTY LTD 362 MAGILL RD KENSINGTON PARK SA 5068 PH: 83327111 FAX: 83641829		SURVEYORS CERTIFICATION: IASHLEY GREG WINDOW, a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996 11th day of March 2021 Ashley Window Licensed Surveyor								
AGENT CODE: JCBA										
REFERENCE: 18625.2										
SUBJECT TITLE DETAILS:										
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
PT CT	6240	395		ALLOTMENT(S)	50	D		ADELAIDE		
OTHER TITLES AFFECTED:										
EASEMENT DETAILS:										
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF		CREATION		
EXISTING		LONG	EASEMENT(S)	C		23-39.41-43.100.DEVELOPMENT LOT 200.COMMON PROPERTY		RE 7140879		
EXISTING		SHORT	EASEMENT(S)	D	FOR DRAINAGE PURPOSES	23-39.41-43.100.DEVELOPMENT LOT 200.COMMON PROPERTY		RE 7198630		
EXISTING	DEVELOPMENT LOT 200	LONG	EASEMENT(S)	A				TG 13323574		
ANNOTATIONS:										
THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 05 / 07 / 2019										
THE COMMON PROPERTY IS DESIGNATED (C1) AND (C2) FOR LAND INFORMATION PURPOSES ONLY AND DOES NOT PROVIDE A LEGAL IDENTIFIER FOR THE COMMON PROPERTY										
PORTIONS OF LOT 34 MARKED X EXISTS ABOVE A LEVEL OF 54.70 METRES AHD										
PORTIONS OF COMMON PROPERTY MARKED X EXISTS BELOW A LEVEL OF 54.70 METRES AHD										
EXCEPT FOR THE FINAL PLACEMENT OF SURVEY MARKS										

C42394

SHEET 2 OF 3

68407_pland_1_V01_Version_1

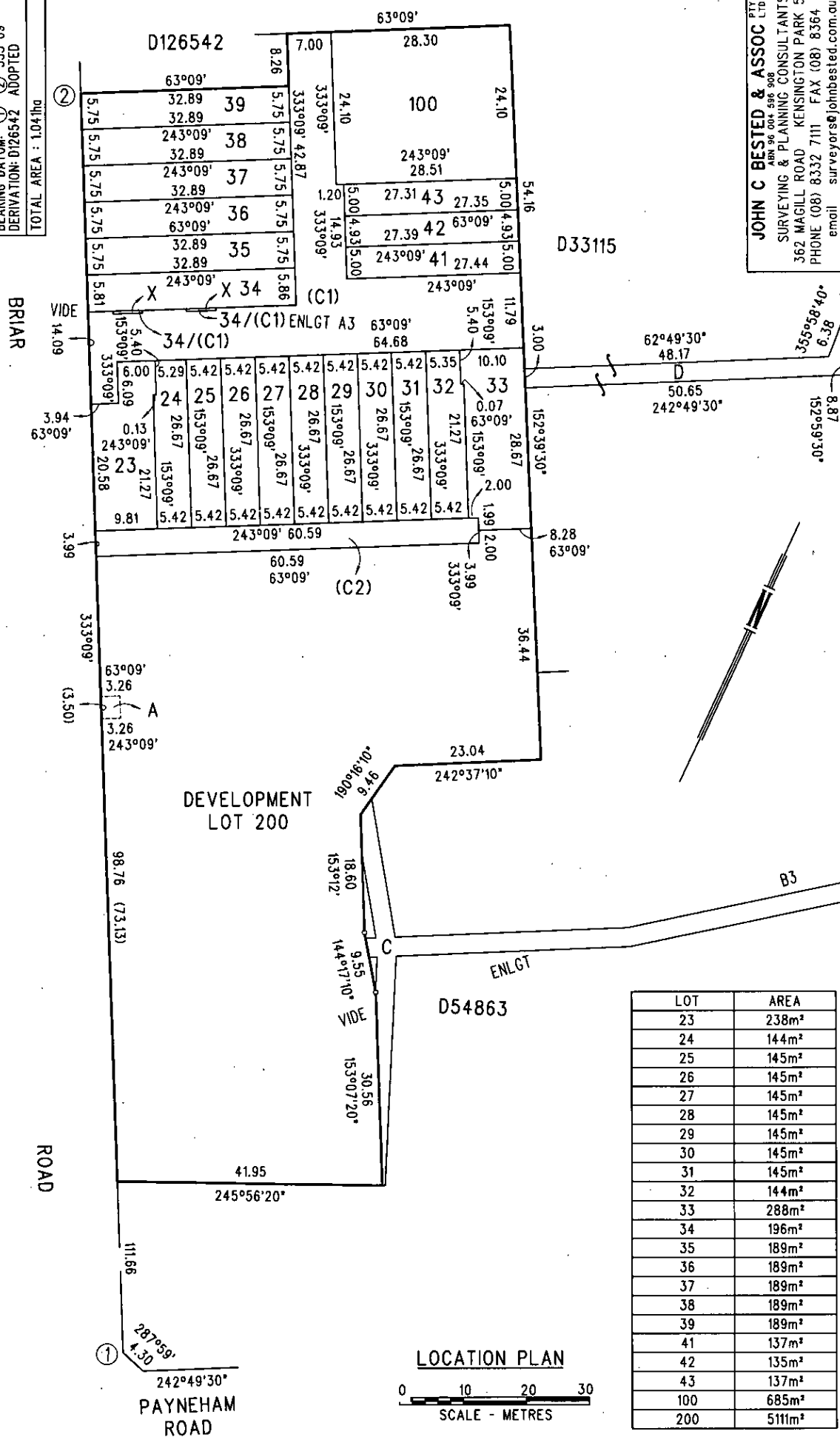
BEARING DATUM: ① - ② 333°09'
DERIVATION: D126542 ADOPTED

TOTAL AREA : 1.041ha

JOHN C BESTED & ASSOC PTY LTD

SURVEYING & PLANNING CONSULTANTS
 162 MAGILL ROAD KENSINGTON PARK 5068
 PHONE (08) 8332 7111 FAX (08) 8364 1829

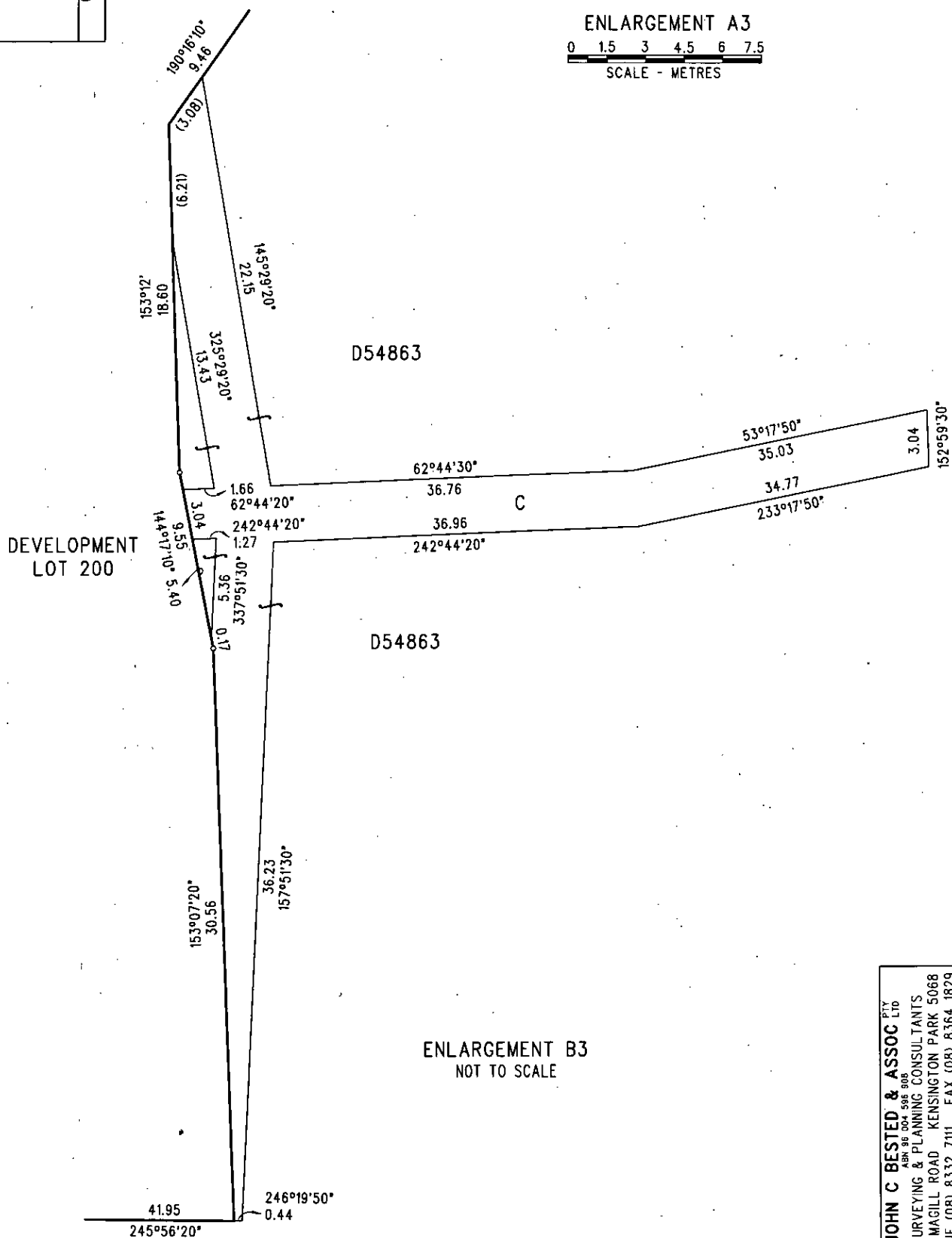
email	surveyor@johnbested.com.au
SHEET 18625.2	DRAWING 18625.2-COM
	VERSION 7



C42394

SHEET 3 OF 3

68407_pland_2_V01_Version_1



ENLARGEMENT B3
NOT TO SCALE

JOHN C BESTED & ASSOC PTY
LTD
ASB 98 004 598 908
SURVEYING & PLANNING CONSULTANTS
362 MAGILL ROAD KENSINGTON PARK 5068
PHONE (08) 8332 7111 FAX (08) 8364 1829
email surveyors@johnbested.com.au

PURPOSE: SECONDARY COMMUNITY STRATA		AREA NAME: FELIXSTOW		APPROVED:		 C42395	
MAP REF: 6628/39/Q		COUNCIL: THE CORPORATION OF THE CITY OF NORWOOD PAYNEHAM AND ST. PETERS		DEPOSITED:		SHEET 1 OF 4 67273_text_01_v01_Version_1	
LAST PLAN: C42394		DEVELOPMENT NO: 155/C029/19/001/61571					
AGENT DETAILS: JOHN C BESTED & ASSOCIATES PTY LTD 362 MAGILL RD KENSINGTON PARK SA 5068 PH: 83327111 FAX: 83641829		SURVEYORS CERTIFICATION: I ASHLEY GREG WINDOW, a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996 11th day of March 2021 Ashley Window Licensed Surveyor					
AGENT CODE: JCBA							
REFERENCE: 18625.3							
SUBJECT TITLE DETAILS:							
PREFIX	VOLUME	FOLIO	OTHER	PARCEL			
PT CT	6240	395		LOT(S)			
OTHER TITLES AFFECTED:				NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION
				100	C	42394	TOWN
							ADELAIDE
							REFERENCE NUMBER
EASEMENT DETAILS:							
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION
EXISTING		LONG	EASEMENT(S)	C IN C42394		44-49 AND COMMON PROPERTY	RE 7140879
EXISTING		SHORT	EASEMENT(S)	D IN C42394	FOR DRAINAGE PURPOSES	44-49 AND COMMON PROPERTY	RE 7198630
ANNOTATIONS: PRIMARY PLAN IS C42394 LOTS 45, 46 AND 48 EXIST AT GROUND FLOOR AND FIRST FLOOR THE SERVICE INFRASTRUCTURE COULD NOT BE FOUND DUE TO THE AGE AND NATURE OF THE SCHEME AND THE UNAVAILABILITY OF RECORDS							

C42395

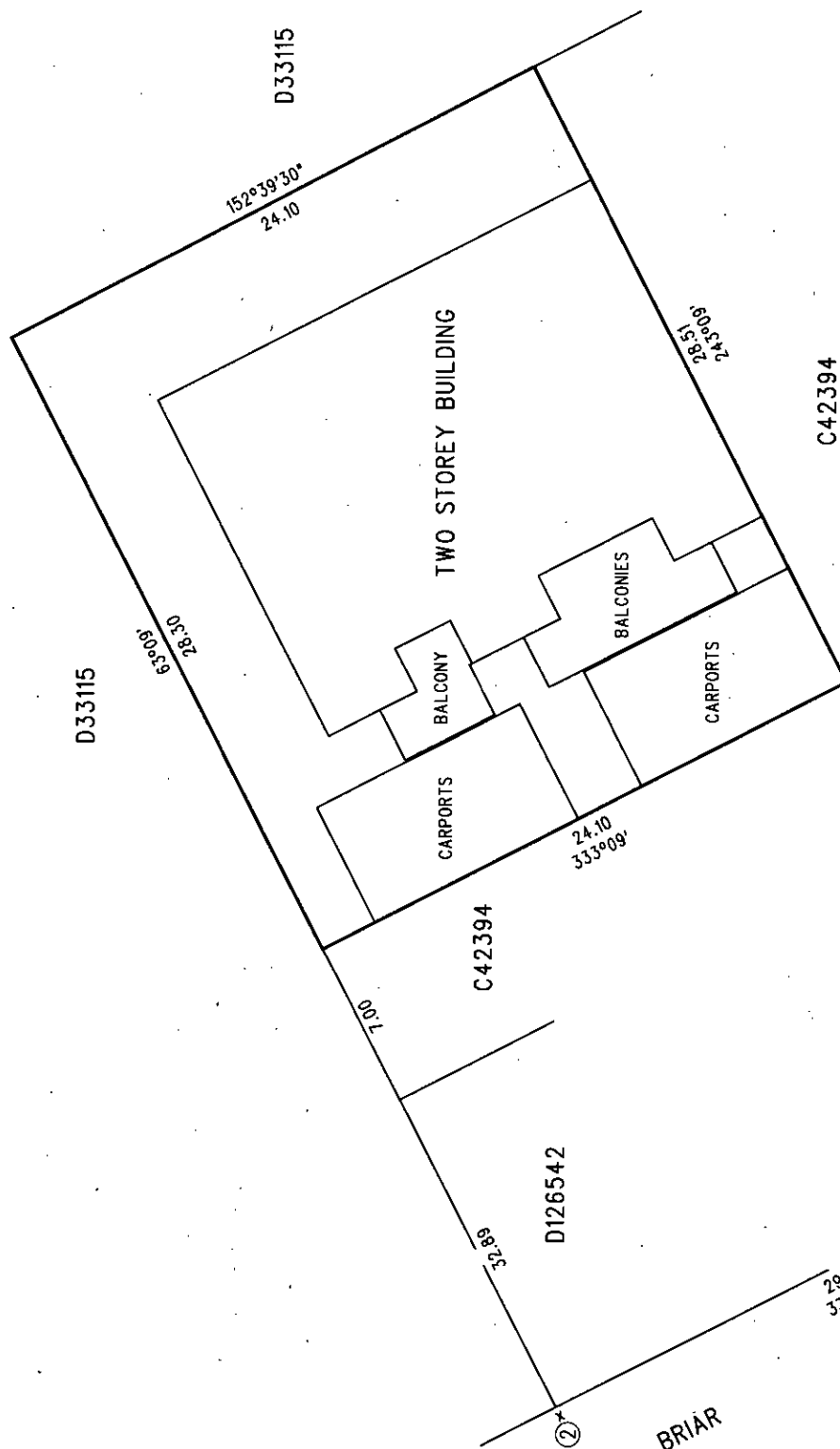
SHEET 2 OF 4

67273_pland_1_V01_Version_1

BEARING DATUM: ① - ② 333°09'
DERIVATION: D126542 ADOPTED

TOTAL AREA : 685m²

JOHN C BESTED & ASSOC PTY LTD
ASN 96 004 596 908
SURVEYING & PLANNING CONSULTANTS
 362 MAGILL ROAD KENSINGTON PARK 5068
 PHONE (08) 8332 7111 FAX (08) 8364 1829
 email surveyors@johnbested.com.au



SITE PLAN

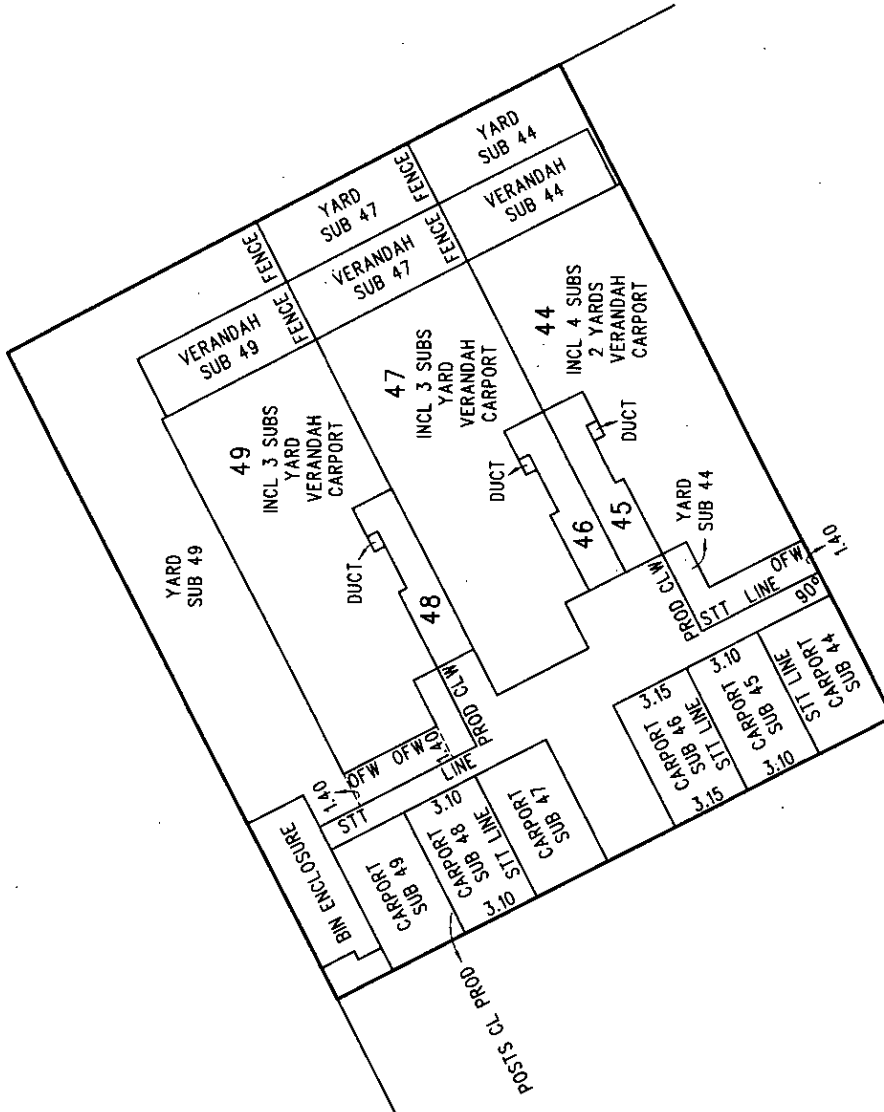


SHEET 3 OF 4

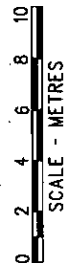
67273_pland_2_V01_Version_1

BOUNDARY OF COMMON PROPERTY SHOWN AS BIN ENCLOSURE
IS FENCE UNLESS SHOWN OTHERWISE.

STT.....STRAIGHT
OFW.....OUTSIDE FACE WALL
CLW.....CENTRE LINE WALL
CL.....CENTRE LINE
PROD.....PRODUCTION



GROUND FLOOR PLAN



JOHN C BESTED & ASSOC CITY
SURVEYING & PLANNING CONSULTANTS LTD
ASH 96 004 596 908
362 MAGILL ROAD KENSINGTON PARK 5068
PHONE (08) 8332 7111 FAX (08) 8364 1829
email surveyors@johnbested.com.au

REF 18625.3	DRAWING 18625.3-STRATA	VERSION 4
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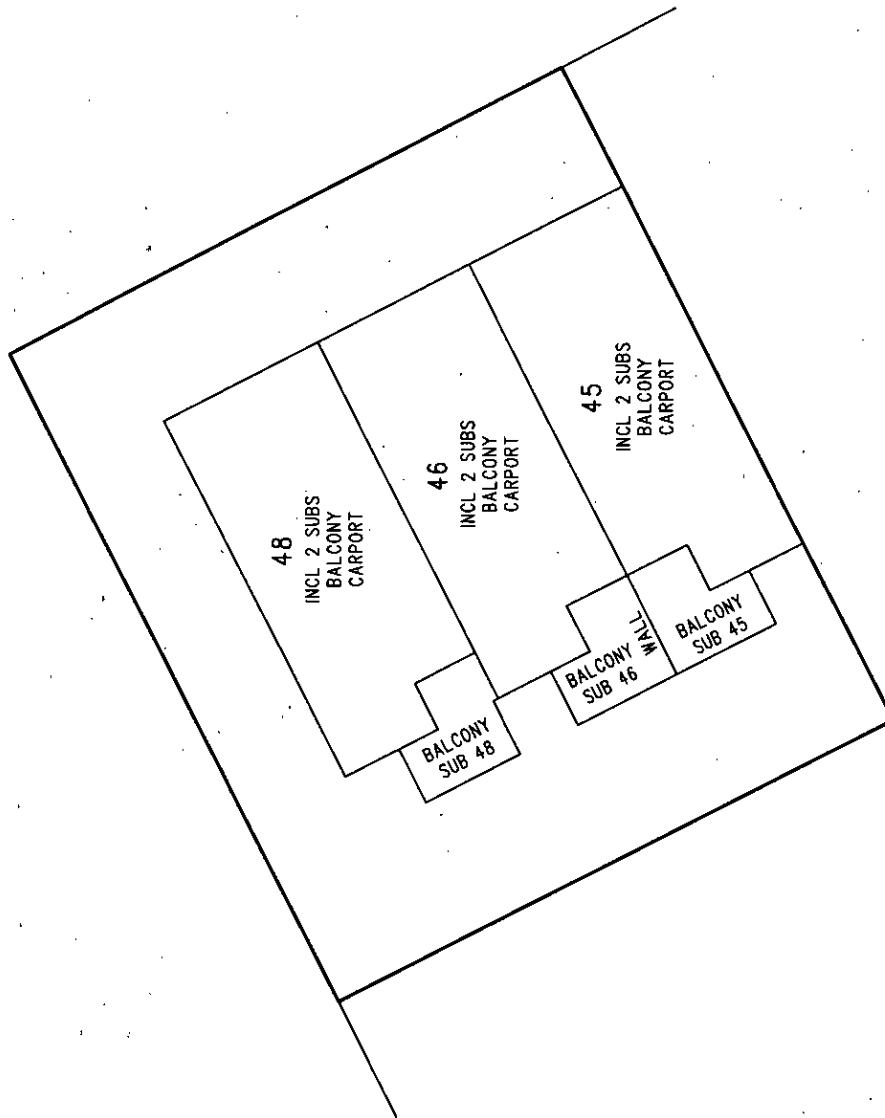
NOT YET APPROVED

C42395

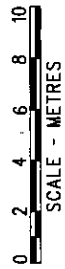
SHEET 4 OF 4

- 67273_pland_3_V01_Version_1

THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS BALCONY IS THE UPPER SURFACE OF THE BALCONY FLOOR AND 3.00 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 3.00 METRES

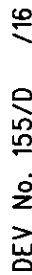


FIRST FLOOR PLAN



JOHN C BESTED & ASSOC PTY LTD	
SURVEYING & PLANNING CONSULTANTS	
362 MAGILL ROAD KENSINGTON PARK 5068	
PHONE (08) 8332 7111 FAX (08) 8364 1829	
email surveyors@johnbested.com.au	
REF 18625.3	DRAWING 18625.3-STRATA
	VERSION 4

[illegible]



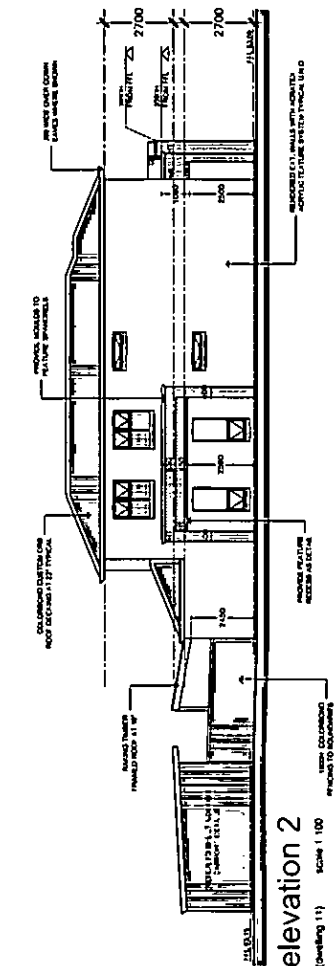
**VOUCHED FOR IN ACCORDANCE WITH SCHEDULE 5 OF THE
REGULATION UNDER THE DEVELOPMENT ACT**

ABN 96 004 595 908
SURVEYING & PLANNING CONSULTANTS
362 MAGILL ROAD KENSINGTON PARK 5068
PHONE (08) 8332 7111 FAX (08) 8364 1829
email surveyors@johnbested.com.au

REF 18625.2	DRAWING 18625.2-COM	VERSION 2
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NO UNDERGROUND SERVICES HAVE BEEN LOCATED. PRIOR TO ANY DEMOLITION, EXCAVATION OR CONSTRUCTION ON THE SITE THE RELEVANT AUTHORITIES SHOULD BE CONTACTED TO ASCERTAIN THE DETAILED LOCATION OF ALL SERVICES.

A horizontal scale bar with alternating black and white segments. It is labeled 'SCALE' at the left end and 'METRES' at the right end. Numerical markings are placed below the bar at intervals of 10, from 0 to 60.



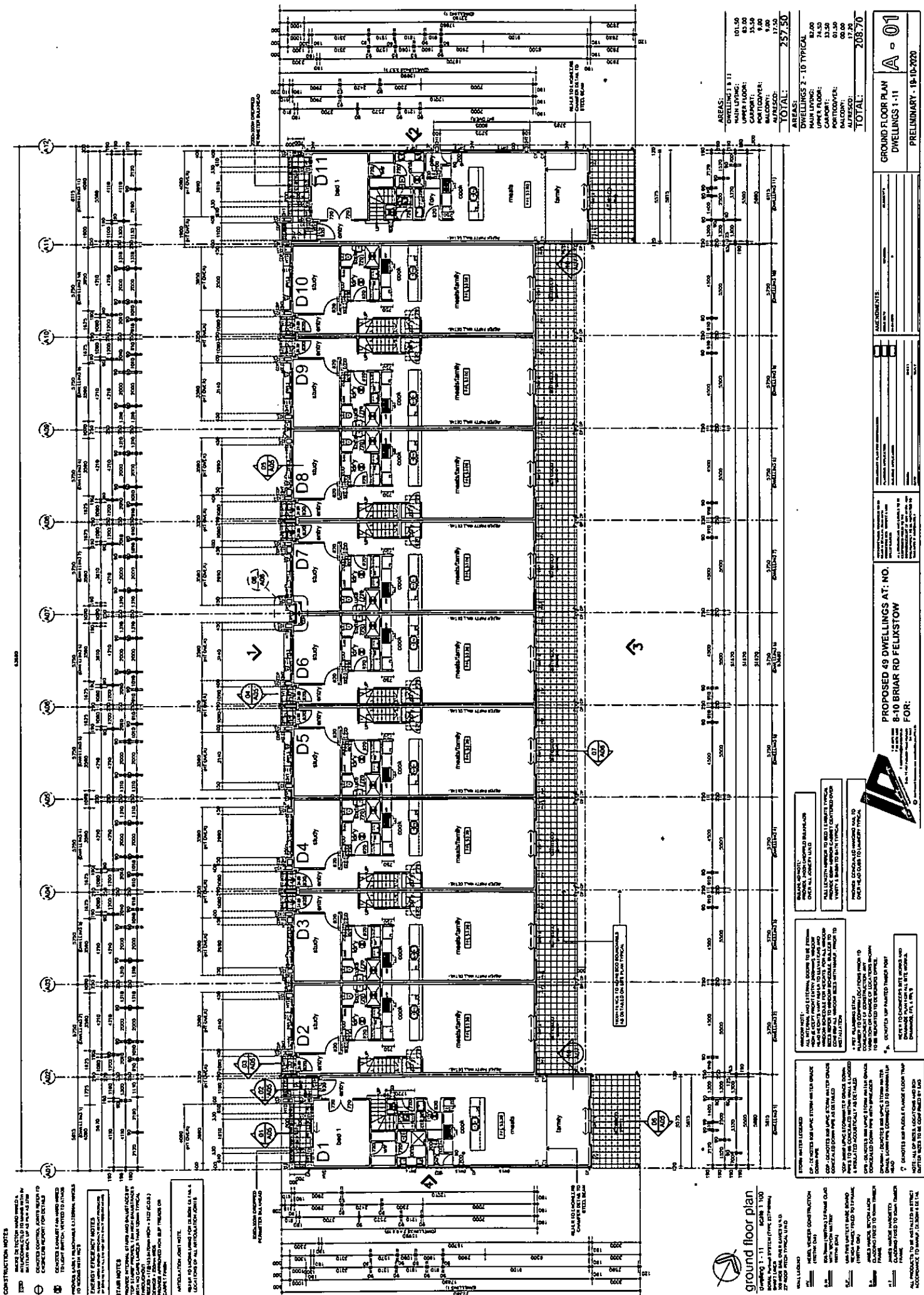
elevation 4

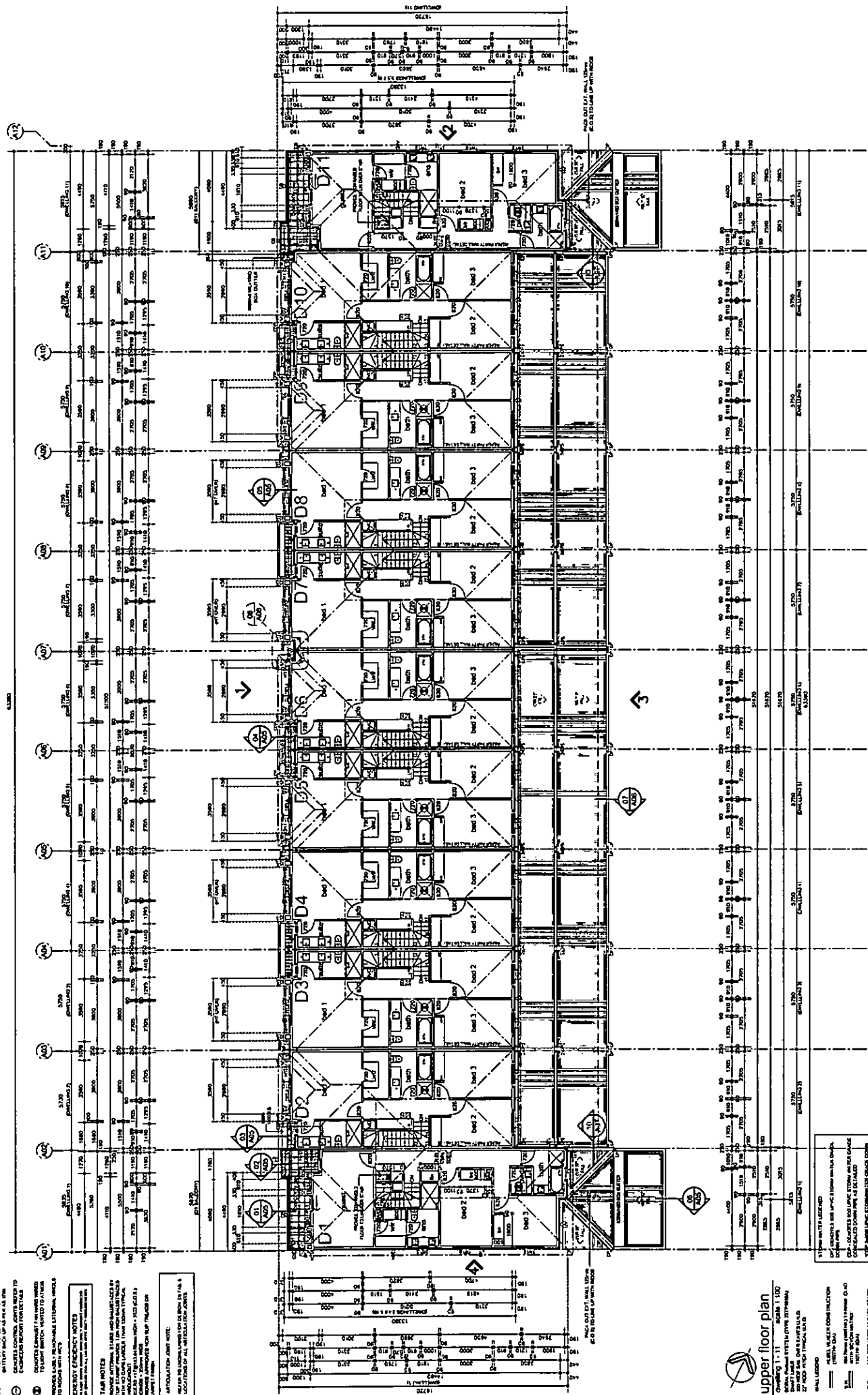


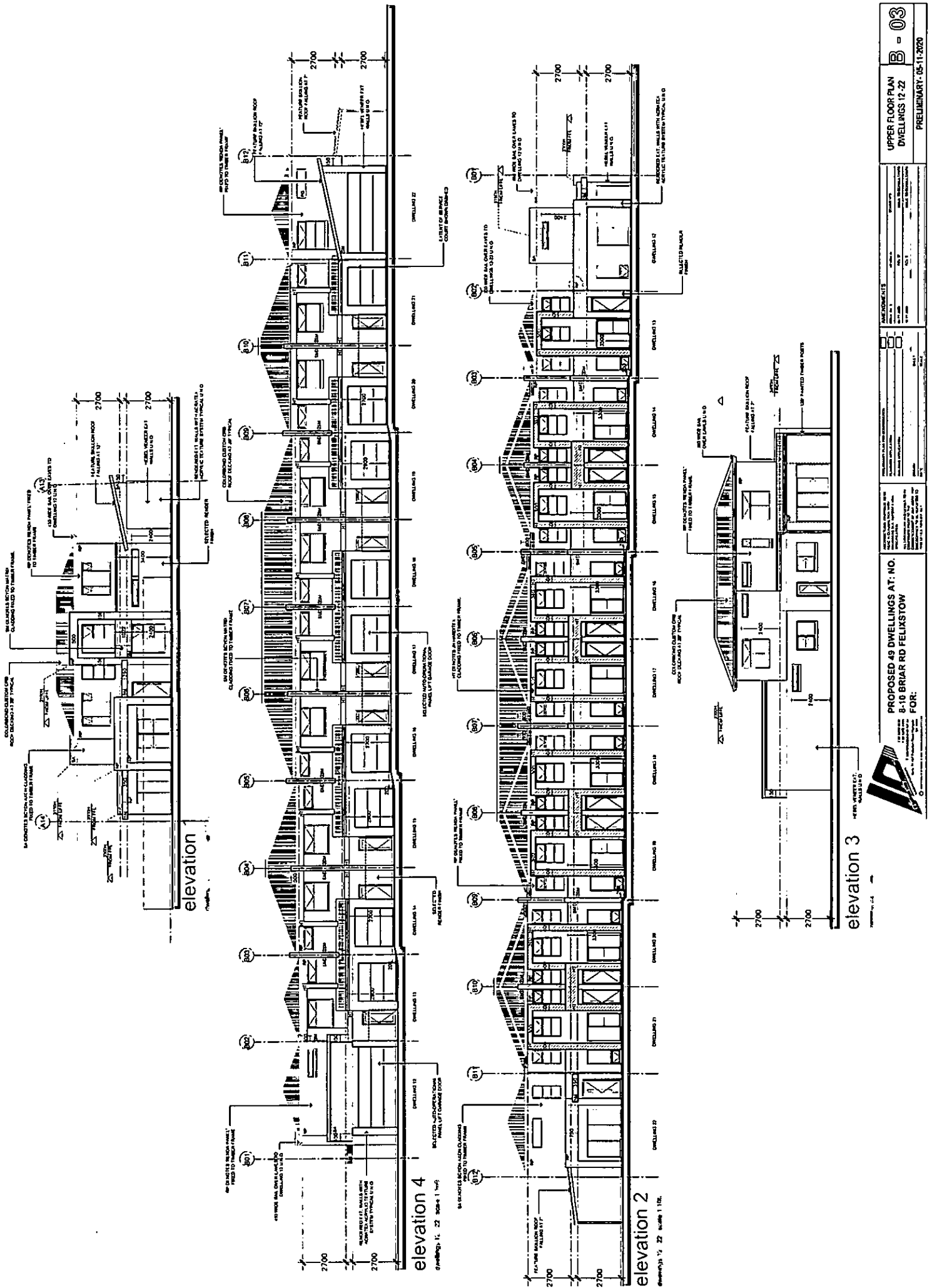
PROPOSED 49 DWELLINGS AT: NO.
2-10 BRIAR RD FELIXSTOW

ELEVATIONS
DWELLINGS 1-11
A-03

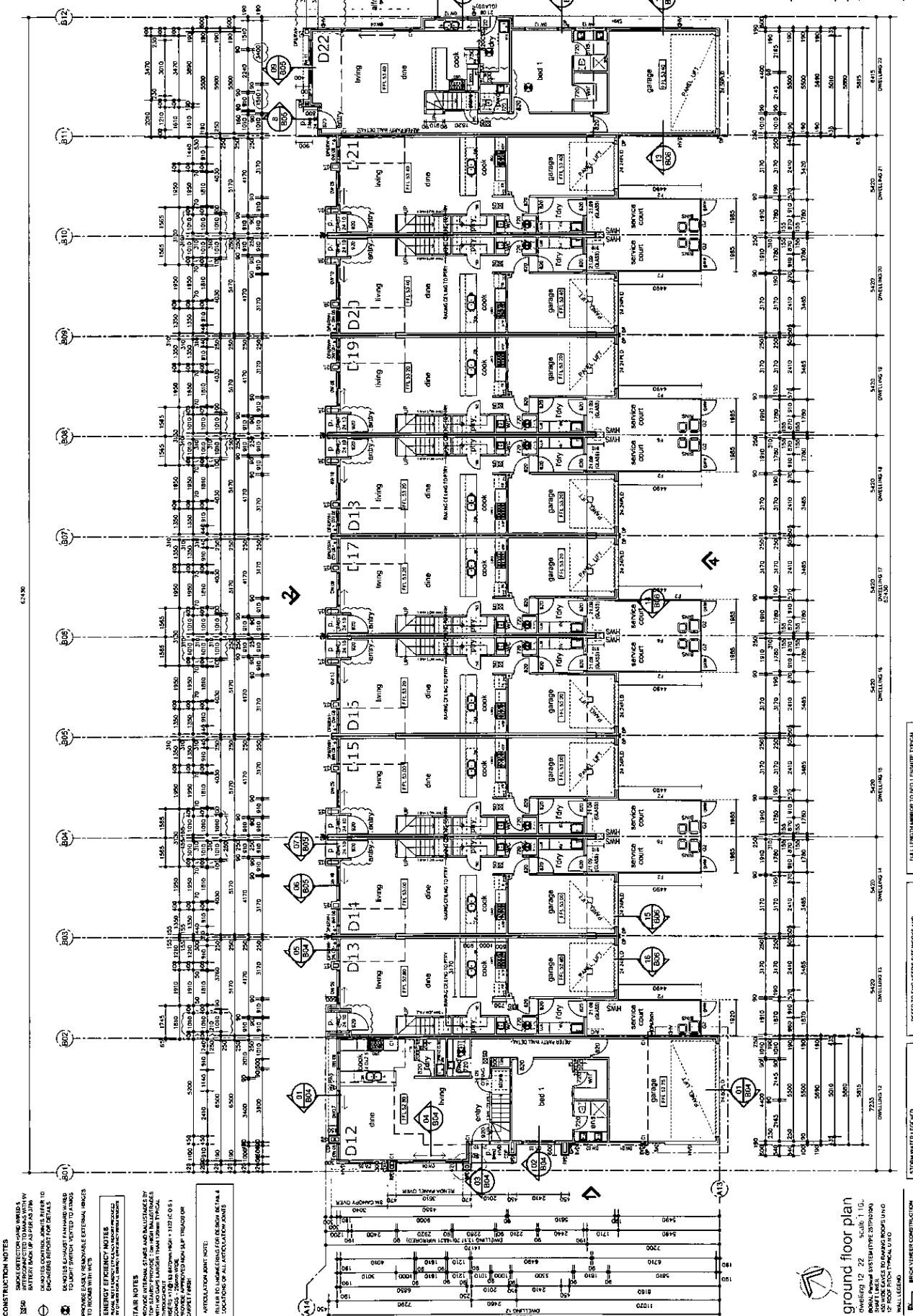
PRELIMINARY - 19-10-2020







AREAS:	
DWELLING 13	92.50
MAIN LIVING	79.00
GARAGE	35.50
ALFRESCO	06.00
TOTAL:	213.50
DWELLING 13	58.80
MAIN LIVING	66.20
GARAGE	20.10
ALFRESCO	06.00
TOTAL:	150.00
DWELLING 14-20	59.00
MAIN LIVING	66.60
GARAGE	20.10
ALFRESCO	06.00
TOTAL:	149.30



ground floor plan
dwelling 12-22 scale 1:10

CONSTRUCTION NOTES
1. SMOKE DETECTOR (SMD) AREA 4.00
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98. SMOKE DETECTOR (SMD) AREA 4.00
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100. SMOKE DETECTOR (SMD) AREA 4.00

PROPOSED 49 DWELLINGS AT: NO. 8-10 BRIAR RD FELIXSTOW



DESIGN & ARCHITECTURE

DESIGN & ARCHITECTURE

DESIGN & ARCHITECTURE

DESIGN & ARCHITECTURE

PROPOSED 49 DWELLINGS AT: NO. 8-10 BRIAR RD FELIXSTOW



DESIGN & ARCHITECTURE

DESIGN & ARCHITECTURE

DESIGN & ARCHITECTURE

DESIGN & ARCHITECTURE

PROPOSED 49 DWELLINGS AT: NO. 8-10 BRIAR RD FELIXSTOW



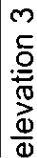
DESIGN & ARCHITECTURE

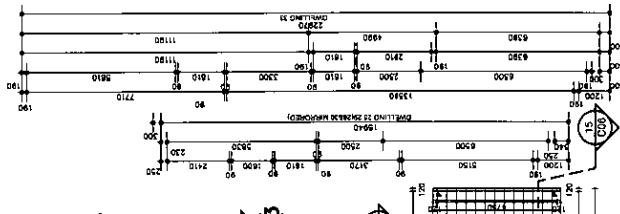
DESIGN & ARCHITECTURE

DESIGN & ARCHITECTURE

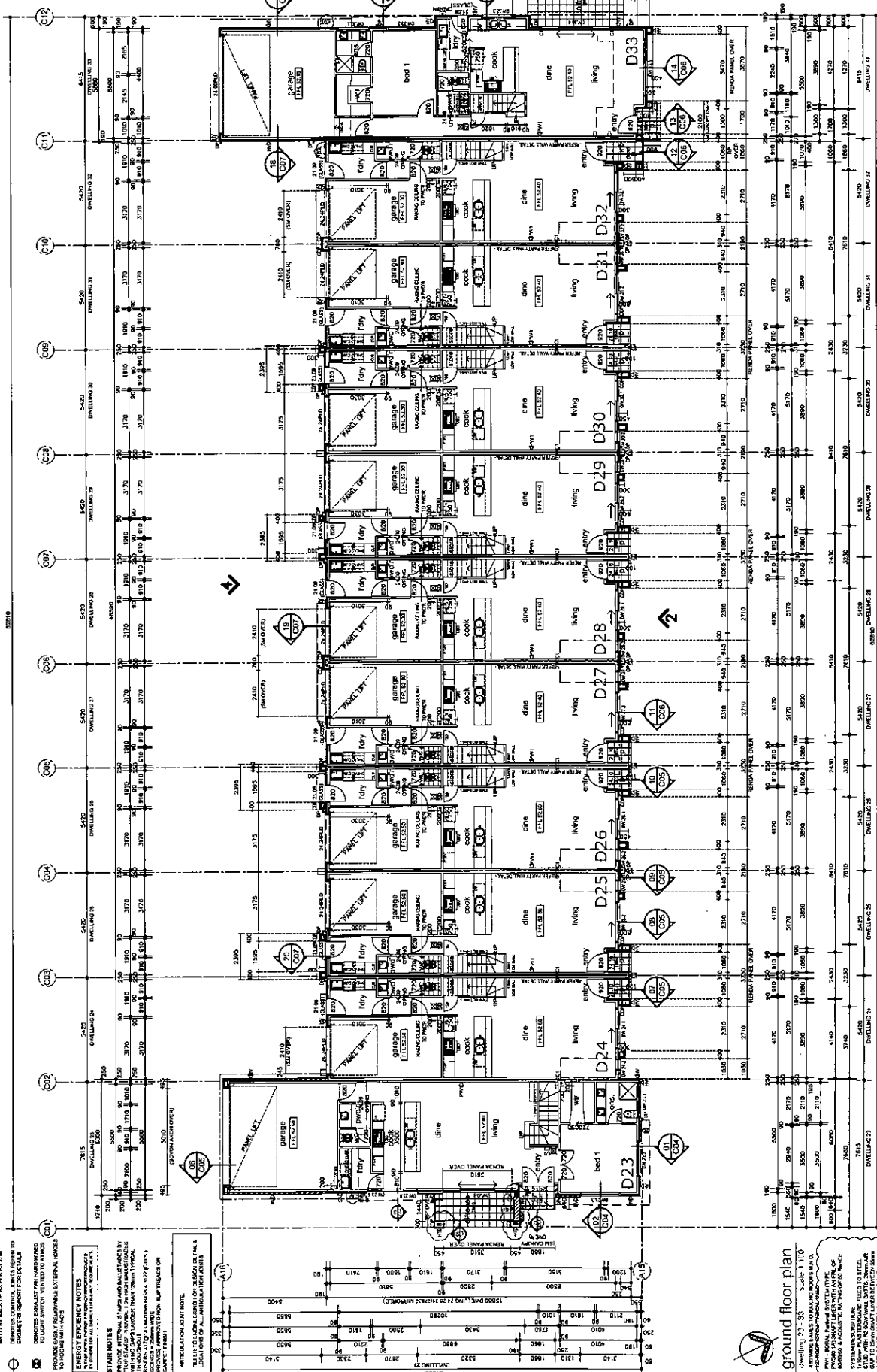
DESIGN & ARCHITECTURE

1

[illegible]



DWELLING 27,28,31	
MAIN LIVING:	61.50
UPPER FLOOR:	81.00
POOR:	42.00
PORTICO:	2.00
ALFRESCO:	00.50
TOTAL:	165.00
DWELLING 32	
MAIN LIVING:	61.50
UPPER FLOOR:	81.00
GARAGE:	20.50
POOR:	00.00
ALFRESCO:	00.00
TOTAL:	165.00
DWELLING 33	
MAIN LIVING:	95.50
UPPER FLOOR:	80.00
POOR:	50.00
PORTICO:	2.00
ALFRESCO:	17.50
TOTAL:	231.50



ground floor plan

[illegible]

PRC 90-1000

TV
BACK VENEER CONSTRUCTION
(250THs)

QUESTIONS

FRANKLIN D. ROOSEVELT
(1900-1945)

S.M. 808.70-00 (NCO THRU) TAFRAJEE CLAD

WITH SCYTH MATRUX
TROTTER (PUB.)

R.P. UNL-TMS UNCLUT BASE BOARD

TENGA PANEL FIRED TO FRAME
(CONTINUED)

4. **Product Development**

CLADDING FLUED TO 90mm TIMBER

Q1A)

M. J. _____ JAMES HARLOWE HARDY, TEX.

CLADDING FILLED TO 50mm TIMBER
FRAME.

ALL PRODUCTS TO BE INSTALLED BY STRICT

ACCORDANCE TO MANUF DESIGN & DETAIL

PROPOSED 49 DWELLINGS AT: NO.
8-10 BRIAR RD FELIXSTOW
FOR.

PROF.
8-10 E.
EOP.

T 348 83373 00033
P 328 83373 00033
P 328 83373 00033



1

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 01-20-2001 BY 60322
UCBAW/STP

ALL BOOKS TO
S VARY REF
ILLUSTR TO C
ACTUATED PRO

HEAD HEIGHTS, ELBOW HEIGHTS, ELBOW WITH MANNING.

DOWN NOTE-
INTERNAL AN-
L. WINDOW H-
WAITING FOR
DOWN SUEB V

White	ALL	Hispanic	Black	White
3	3	3	3	3

NO HANDMADE
FLOOR TRA
NO SON

LOCATIONS A

DOWN HOLE CO
 OTES 9000 P
 DE SIZES, L

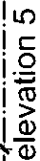
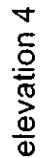
CHARGE: D
HEAD

TRACER

E. HARDEN, TEXAS

NAME: _____
(A)
NAME: _____
ADDRESS: _____
CITY: _____
STATE: _____
ZIP: _____

1

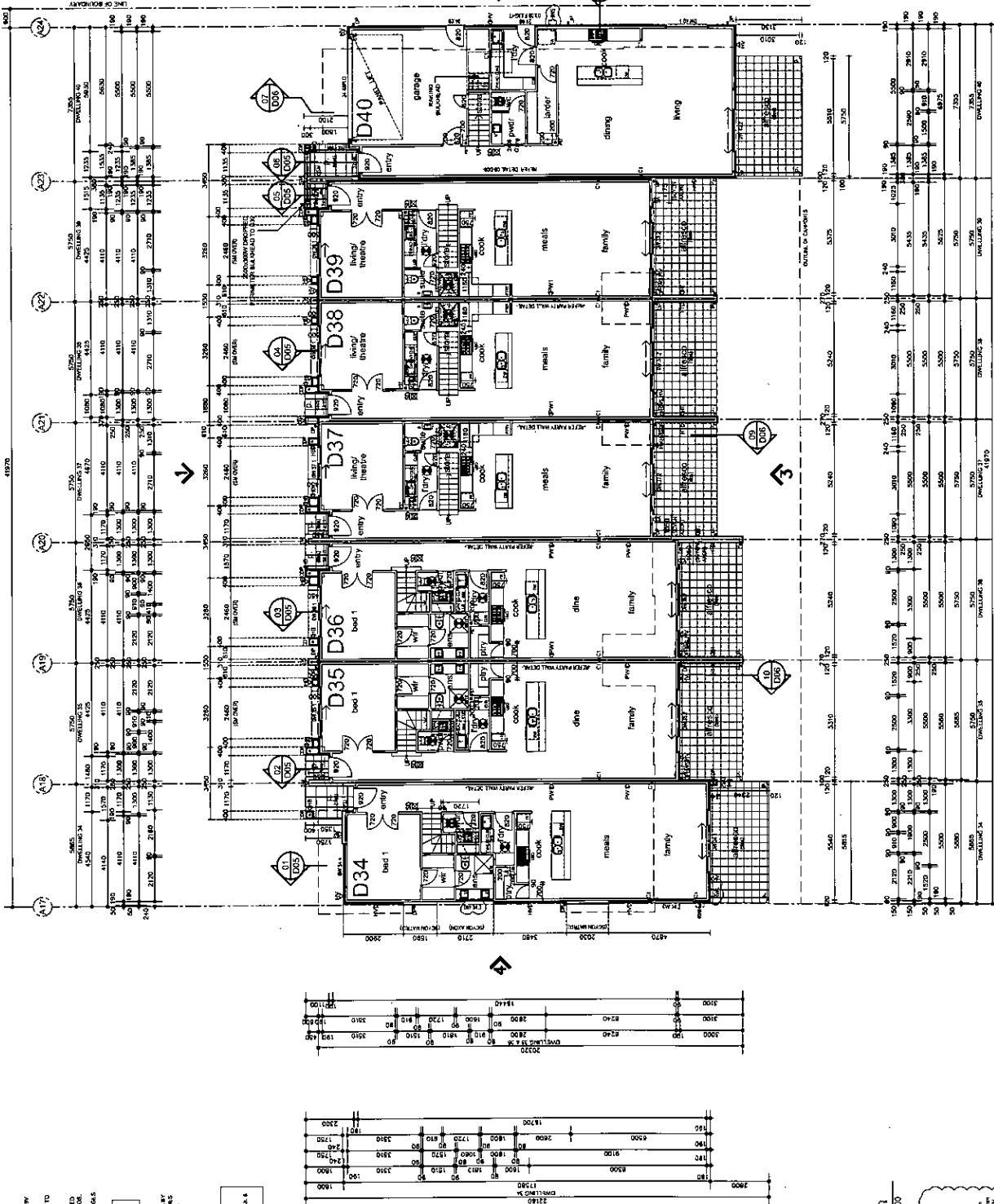


AREAS:	
DWELLING 34	
MAIN LIVING:	101.50
UPPER FLOOR:	86.50
CARPORT	33.50
PORCH/OVER:	63.50
BALCONY:	66.00
ALFRESCO:	16.50
TOTAL:	247.50
DWELLING 35 - 36	
MAIN LIVING:	92.50
UPPER FLOOR:	99.00
CARPORT	33.50
PORCH/OVER:	01.50
BALCONY:	60.00
ALFRESCO:	17.50
TOTAL:	244.00

DWELLING 37 - 39	
MAIN LIVING:	\$2.50
UPPER LIVING:	\$9.50
CARPET:	\$3.50
PORTICOVER:	\$1.50
BALCONY:	\$0.00
ALFESCO:	\$7.50
TOTAL:	\$24.50

DWELLING 40	
MAIN LIVING:	\$100.00
UPPER LIVING:	\$119.00
GARAGE:	\$36.00
PORTICOVER:	\$4.00
BALCONY:	\$0.00
ALFESCO:	\$18.00
TOTAL:	\$277.00

GROUND FLOOR PLAN WELLINGS 34-40	D-01
FOR CONSTRUCTION - 07-11-2019	



ground floor plan

OVERLAPPING 3/4" - 4" SCALLOP 1, 100
300 WIDE SAIL DOWN EAVES U N O
20" ROOF PITCH TYPICAL U N O

PW1 - BURAL PAVEMENT SYSTEM (TYPE PWS2ELLA) SHALT LINTER WITH AN HNL OF 1000000 & ACUSTIC RATING OF 50 R+20

SYSTEM DESCRIPTION
1x10mm PLASTERBOARD FIXED TO STEEL
STUD WITH 82mm WALL NAILS. 20mm AIR

GAP TO 25mm SHAFT LINER BETWEEN 35mm
H-STUDS AT 600CTRS. 20mm AIR GAP, 1c10mm
PLASTERBOARD FIXED TO STEEL STUD WITH

WALL RECORD

HERBEL VON DER GONN, TRUCKER
(1930-1984)

S.M.
90x70mm (150THK) T8-NALAC QJ40
WITH T8CYON MATRICE
150THK (QJ4)

R.P. _____
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
"PENDA PANEL" FILLED TO EXHAUST
(1997) (NY)

S.A. JAMES HAROLD SCOTTON ALON
GLADWING FIELD TO NORTH TOWER R
FRANCE

NY JAMES HANCOCK HANCOCK, TEX
CLIPPING FILED TO BOWEN TANNER
FRAME

FIN ENROLLS NEWBORN INFANT TO MANURE
DISCUSS & DETAIL REFER DETAIL.

ALL PRODUCTS TO BE INSTALLED IN STRICT
ACCORDANCE TO MANUF. DESIGN & DETAIL

PROPOSED 49 DWELLINGS AT: NO.
8-10 BRIAR RD FELIXSTOW
FOR.

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© International Management Institute
Seite 31 von 37 Folienzahl: 31/37

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NOTES: 800 UPVC STORM WATER
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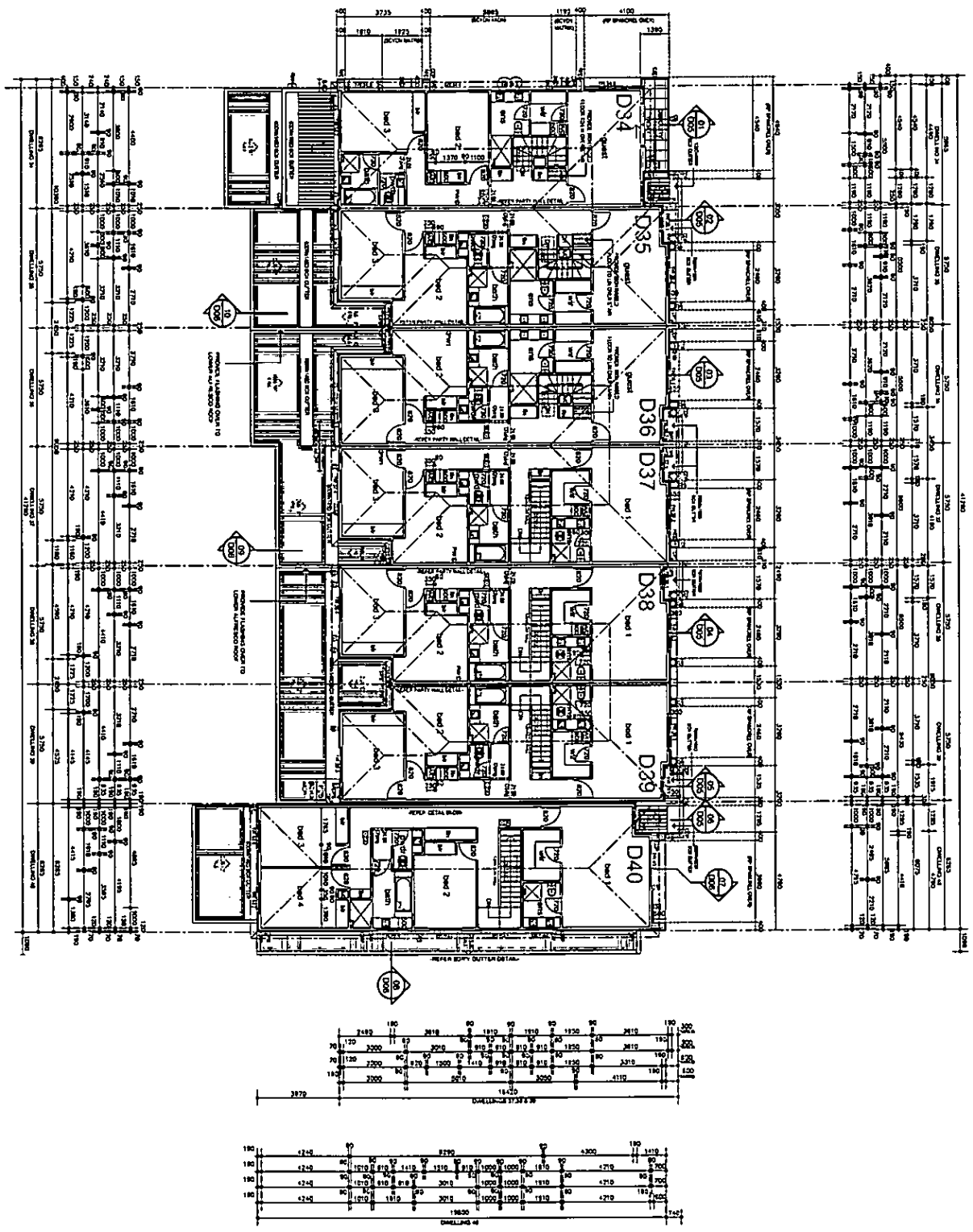
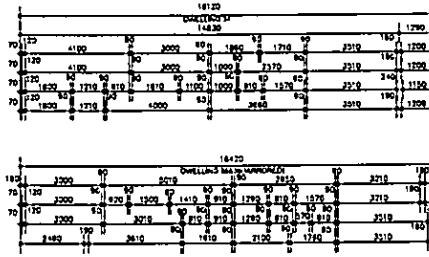
QUESTIONS: 40 ANSWERS: 10

EVALUATE PLACEMENT

When planning your placement, consider the following factors:

- The needs of the child and family.
- The availability of resources.
- The potential for cultural competence.
- The potential for bias or discrimination.
- The potential for harm or risk.

Remember, the goal is to provide a safe and supportive environment for all children and families.



NAME	ADDRESS	CITY	STATE	ZIP
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**PROPOSED 49 DWELLINGS
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FOR:**

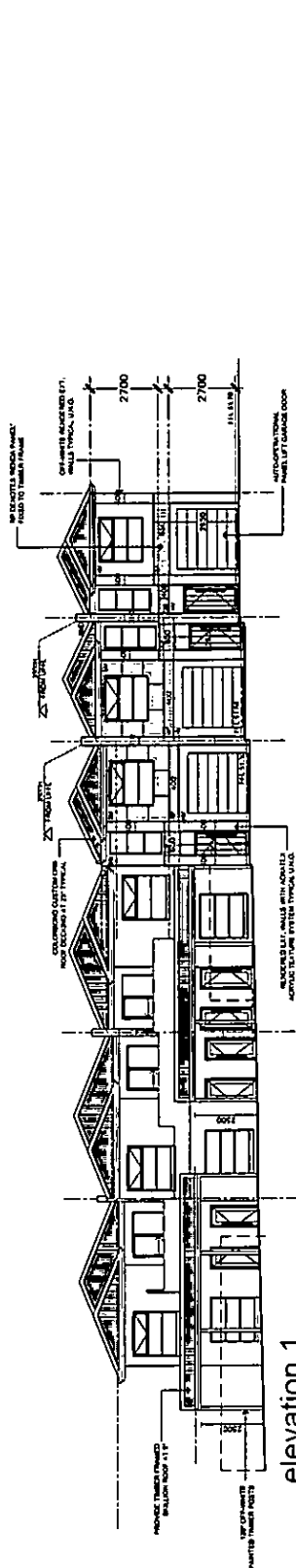
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Associate Editor

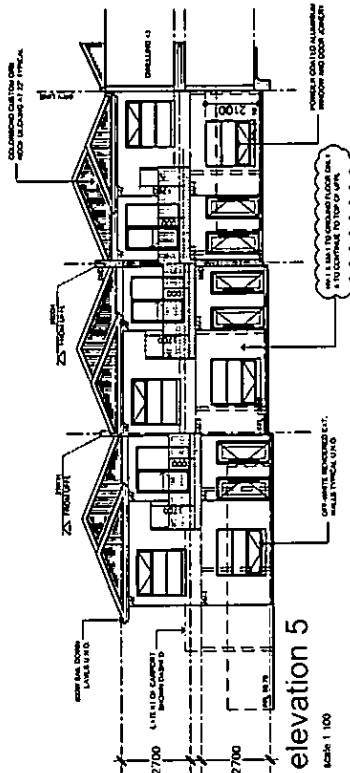
Dr L. David, Department of Biology, University of
Cambridge, 90-13 Road, Cambridge, CB2 3RQ, UK
Email: l.david@biology.cam.ac.uk
Phone: +44 1223 3373999, Fax: +44 1223 3373998

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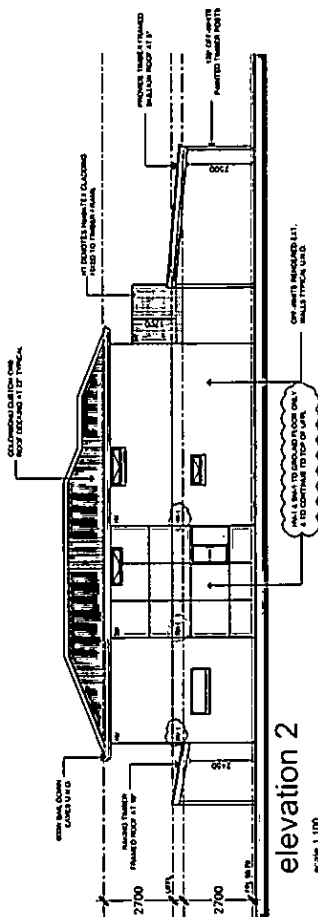
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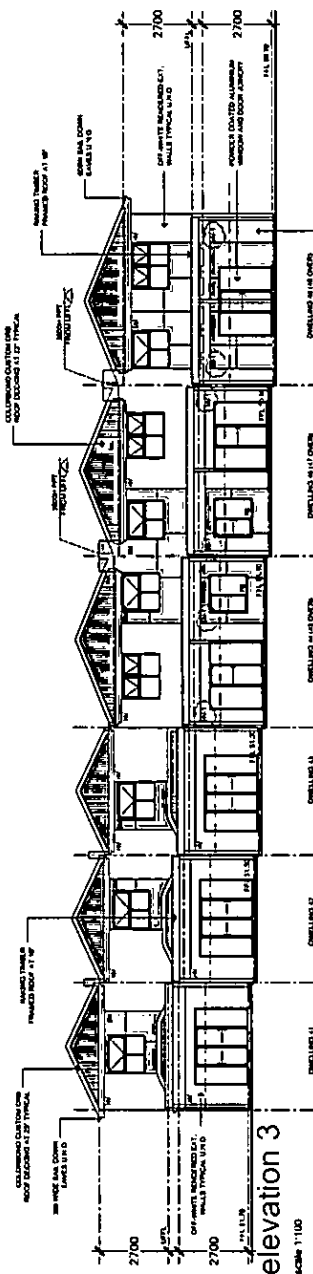
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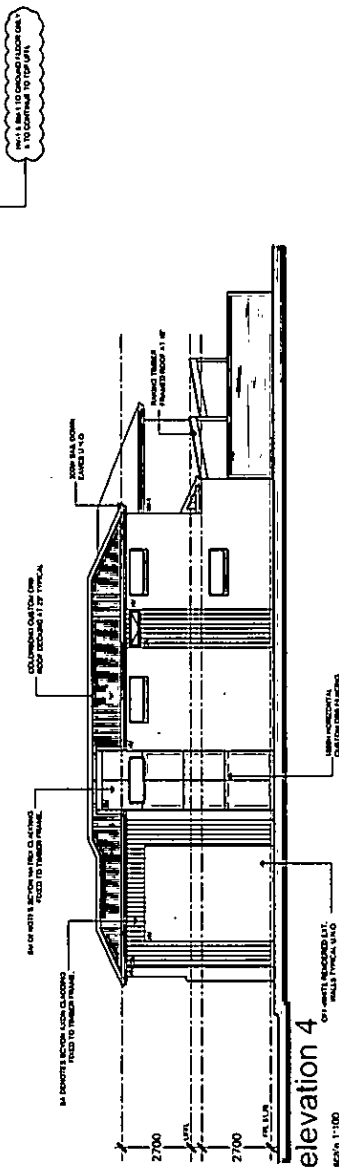
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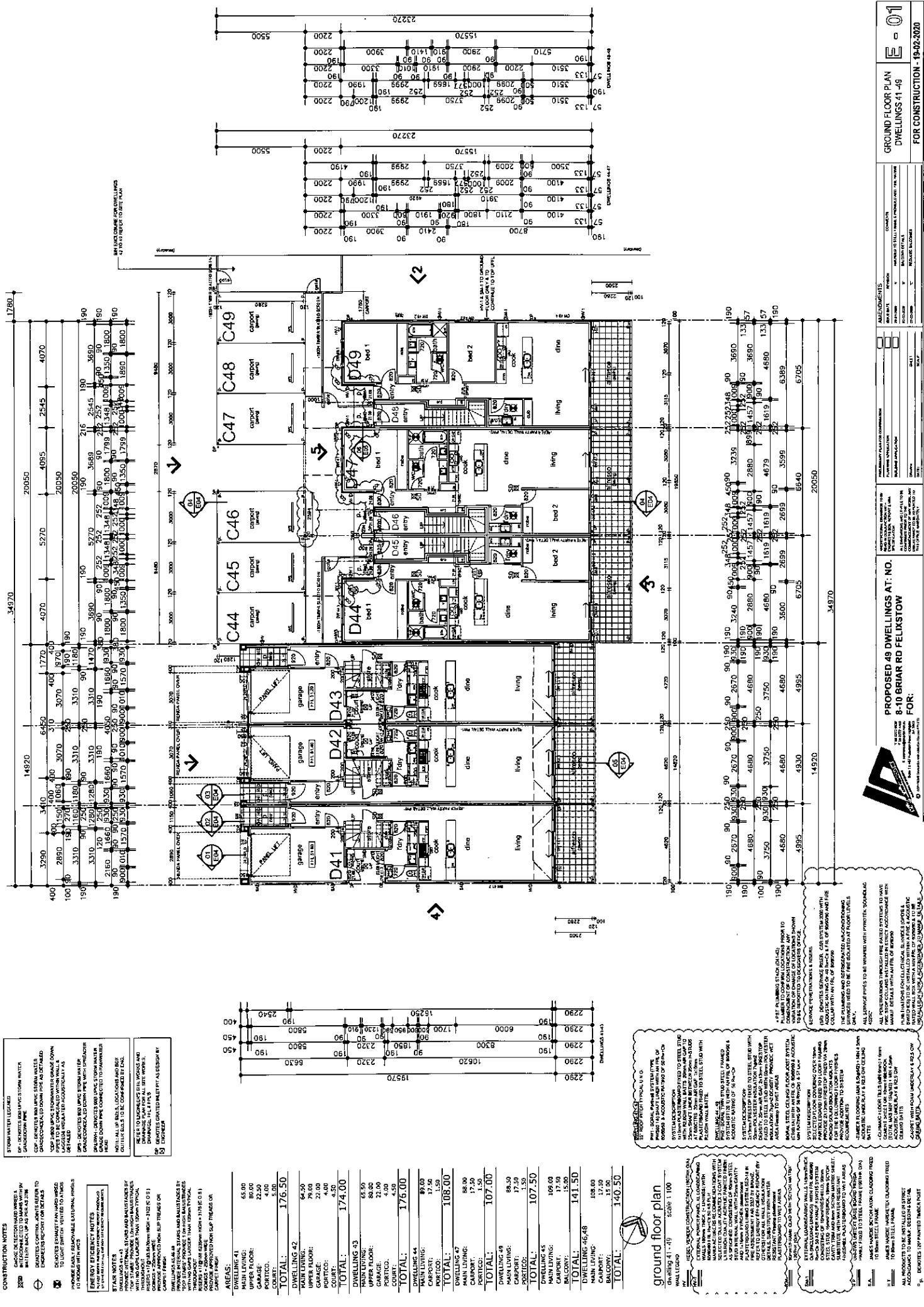
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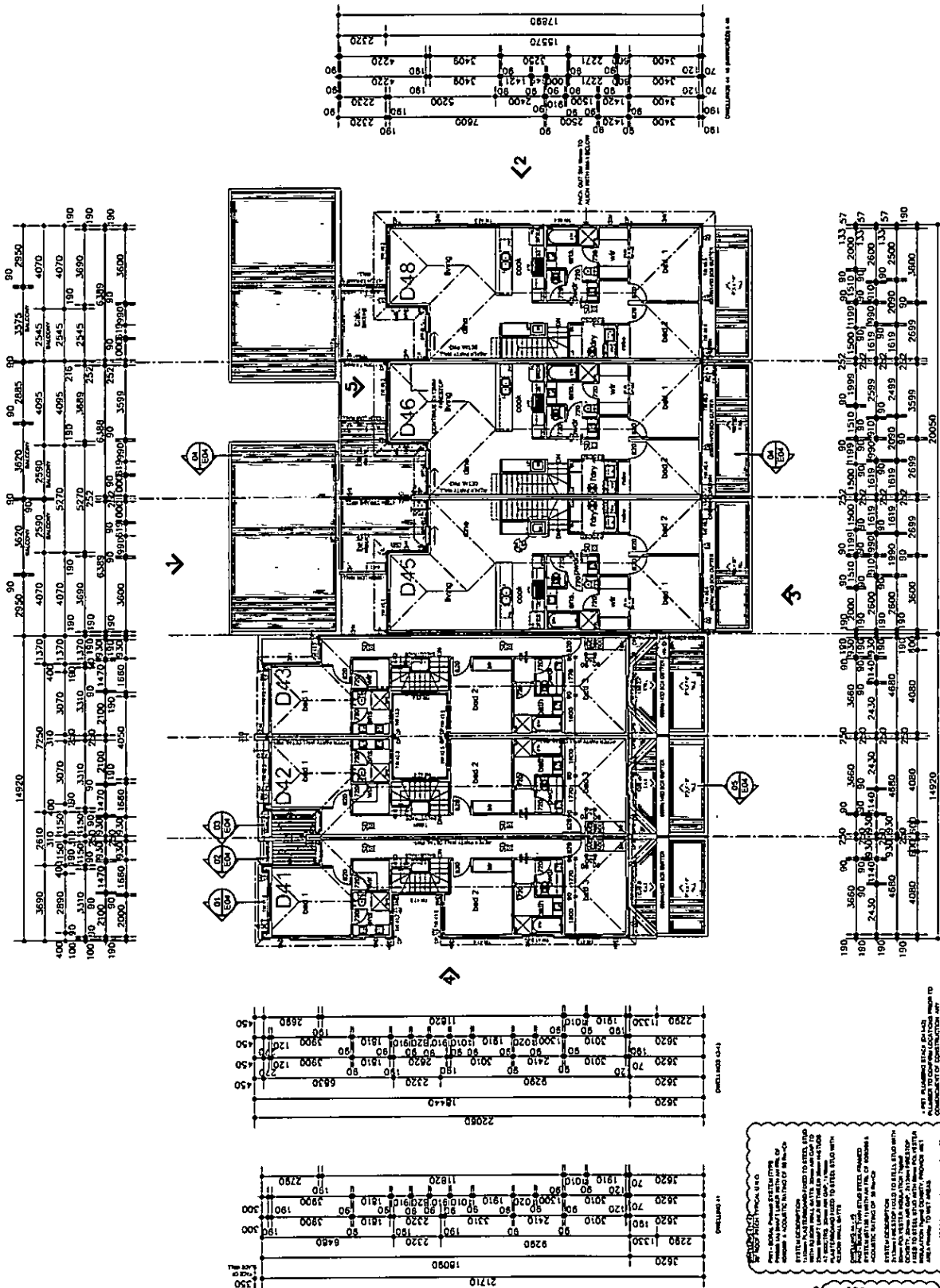
**PROPOSED 49 DWELLINGS AT: NO.
8-8-10 BRIAR RD FELIXSTOW
FOR:**

AGE-NORMALIZED		AGE-NORMALIZED	
AGE	SEX	AGE	SEX
18-24	M	18-24	M
25-34	F	25-34	F
35-44	M	35-44	M
45-54	F	45-54	F
55-64	M	55-64	M
65-74	F	65-74	F
75-84	M	75-84	M
85-94	F	85-94	F
95-104	M	95-104	M
105-114	F	105-114	F
115-124	M	115-124	M
125-134	F	125-134	F
135-144	M	135-144	M
145-154	F	145-154	F
155-164	M	155-164	M
165-174	F	165-174	F
175-184	M	175-184	M
185-194	F	185-194	F
195-204	M	195-204	M
205-214	F	205-214	F
215-224	M	215-224	M
225-234	F	225-234	F
235-244	M	235-244	M
245-254	F	245-254	F
255-264	M	255-264	M
265-274	F	265-274	F
275-284	M	275-284	M
285-294	F	285-294	F
295-304	M	295-304	M
305-314	F	305-314	F
315-324	M	315-324	M
325-334	F	325-334	F
335-344	M	335-344	M
345-354	F	345-354	F
355-364	M	355-364	M
365-374	F	365-374	F
375-384	M	375-384	M
385-394	F	385-394	F
395-404	M	395-404	M
405-414	F	405-414	F
415-424	M	415-424	M
425-434	F	425-434	F
435-444	M	435-444	M
445-454	F	445-454	F
455-464	M	455-464	M
465-474	F	465-474	F
475-484	M	475-484	M
485-494	F	485-494	F
495-504	M	495-504	M
505-514	F	505-514	F
515-524	M	515-524	M
525-534	F	525-534	F
535-544	M	535-544	M
545-554	F	545-554	F
555-564	M	555-564	M
565-574	F	565-574	F
575-584	M	575-584	M
585-594	F	585-594	F
595-604	M	595-604	M
605-614	F	605-614	F
615-624	M	615-624	M
625-634	F	625-634	F
635-644	M	635-644	M
645-654	F	645-654	F
655-664	M	655-664	M
665-674	F	665-674	F
675-684	M	675-684	M
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695-704	M	695-704	M
705-714	F	705-714	F
715-724	M	715-724	M
725-734	F	725-734	F
735-744	M	735-744	M
745-754	F	745-754	F
755-764	M	755-764	M
765-774	F	765-774	F
775-784	M	775-784	M
785-794	F	785-794	F
795-804	M	795-804	M
805-814	F	805-814	F
815-824	M	815-824	M
825-834	F	825-834	F
835-844	M	835-844	M
845-854	F	845-854	F
855-864	M	855-864	M
865-874	F	865-874	F
875-884	M	875-884	M
885-894	F	885-894	F
895-904	M	895-904	M
905-914	F	905-914	F

ELEVATIONS
DWELLINGS 41-49

FOR CONSTRUCTION - 19-02-2020





UPPER FLOOR PLAN
DWELLINGS 41-49
FOR CONSTRUCTION - 14-02-2020

PROPOSED 49 DWELLINGS AT: NO. 8-10 BRIAR RD FELIXSTOW
FOR:

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FORM (P1) (01/21)
CUSTANCE: Original
LF 1359675913:55 20-Aug-2021
1 of 1

LANDS 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: LYNCH MEYER

MSLM

CORRECTION TO: LYNCH MEYER

MSLM

SUPPORTING DOCUMENTATION LODGED WITH APPLICATION
(COPIES ONLY)

1

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PICK-UP NO.	
CP	
CORRECTION 02.09.2021	PASSED <i>JA</i>
FILED <i>[Signature]</i> 09.09.2021	
 PRO REGISTRAR-GENERAL	

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* Strike through the inapplicable

~~*NOTICE OF AMENDMENT OF SCHEME DESCRIPTION~~

~~*NOTICE OF VARIATION OF BY-LAWS~~

~~*APPLICATION TO FILE VARIATION OF DEVELOPMENT CONTRACT~~

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INSTRUMENT AFFECTED

13504496 ✓

PLAN No. 42394

To the Registrar-General,

el

I, Karen Ingrid Bennett of Unit 18, 10 Briar Road, Felixstow SA 5070 being an officer of the Community Corporation No. 42394 Inc, certify that:

- (a) The copy of the by-laws attached to this certificate is a true copy of the by-laws as varied by unanimous resolution of the Corporation on 17th August 2021; and
- (b) The copy of the resolution is attached to this certificate is a true copy of the resolution referred to in paragraph (a).

Dated the 18th day of August 2021.

Karen Bennett

Karen Ingrid Bennett



PRO

[Signature]

TERMS OF INSTRUMENT NOT CHECKED
BY LAND SERVICES SA

BY-LAWS
DEVELOPMENT NO. 155/C081/16

COMMUNITY PLAN NO. C42394

8 – 14 BRIAR ROAD, FELIXSTOW SA 5070

PRIMARY BY LAWS

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BY LAND SERVICES SA

BY-LAWS
DEVELOPMENT NO. 155/C081/16

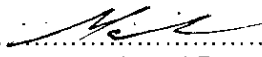
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DEVELOPMENT NO. 155/C081/16

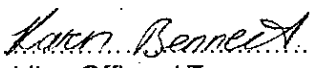
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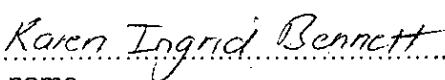
Certified correctly prepared in accordance with the requirements of the *Community Titles Act* 1996 by the person who prepared the document


.....
Malinda Kuo - Legal Practitioner
190 Flinders Street
Adelaide SA 5000

20/08/2021 *el*

This is a true copy of the By-Laws referred to in the attached Certificate.


.....
Presiding Officer / Treasurer


.....
Full name

COMMUNITY TITLES ACT 1996

COMMUNITY CORPORATION NO. 42394 INC 8 – 14 BRIAR ROAD, FELIXSTOW SA 5070

Part 1 - Preliminary

1. In these by-laws, unless the contrary intention appears:

"the Act" means the Community Titles Act 1996;

"the corporation" means the Community Corporation No. 42394 Incorporated;

"corporation manager" means any party (including a managing agent) approved by the corporation having the relevant expertise and experience to properly manage and perform the duties and functions of the corporation under the Act and management agreement means any such agreement appointing the corporation manager pursuant to Section 75(5) of the Act;

"develop" includes:

- (i) the construction or alteration of any building, structure, fence, wall or other external fixture or fitting;
- (ii) any site works or landscaping;
- (iii) any change to any improvement on the community lot;

and *"development"* has a corresponding meaning;

"GST legislation" means A New Tax System (Goods and Services Tax) Act 1999;

"GST" means the goods and services tax established under the GST legislation;

"improvement" means anything which has been done to the community lot by the development of the community lot;

"landscaping" includes the provision and arrangement of trees, shrubs, ground covers, grassed areas, paving and similar site works;

"motor vehicle" includes motor cycle, caravan, boat and bicycle;

"visitors" includes customers, invitees and clients of the owner or occupier of a community lot;

"lot" means a community lot comprised in Community Corporation Plan Number 42394;

"Lot Holder" means the owner of a lot and where the context allows the occupier of a lot and a mortgagee in possession of a lot;

"occupier" of a lot includes, if the lot is unoccupied, the owner of the lot;

"party wall" includes the easement for support and shelter created under the Act;

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BY-LAWS
DEVELOPMENT NO. 155/C081/16

"rules" means the rules made by the corporation pursuant to the powers contained in these by-laws;

a term defined in the Act has the same meaning when used in these by-laws unless the contrary intention appears;

a reference to any statute, regulation or council by-law includes all amendments, consolidations or replacements of them;

one gender includes all the other genders;

the singular includes the plural and the other way around.

Part 2 - Mandatory By-laws

2. Administration Management and Control of Common Property

- 2.1. The corporation is responsible for the tasks set out in the Act as the functions of the corporation, and any additional functions given to it under these by-laws.
- 2.2. The corporation is (in addition to its responsibilities under the Act) responsible for:
 - 2.2.1. the repair, maintenance and planting of the landscaped areas of the common property;
 - 2.2.2. the repair and maintenance of the driveway and car parking areas (if any) of the common property;
 - 2.2.3. the repair, maintenance and replacement of any security lighting on the common property;
 - 2.2.4. the repair, maintenance and replacement of any bitumen, concrete or paving bricks on the common property;
 - 2.2.5. the repair, and maintenance of the common property infrastructure.
- 2.3. Any costs incurred by the corporation in fulfilling its functions under either or both the Act and these by-laws are recoverable from the owners of the lots in proportion to the lot entitlement of each community lot.
- 2.4. In the administration, management and control of the common property, the corporation must ensure that these by-laws are adhered to by the persons that are bound by the by-laws. The corporation has an obligation to enforce the by-laws for the benefit of the owners and occupiers of the lots and for the benefit of the corporation.
- 2.5. The Corporation may appoint a Management Committee which shall be responsible to the Corporation for the administration, management and control of the Common Property, except with respect to matters concerning:
 - 2.5.1. the appointment of a corporation manager pursuant to by-law 2.6;
 - 2.5.2. maintenance, upgrading or improvements to the common property where the item to be considered exceeds \$10,000.00; and

- 2.6. The corporation may appoint a corporation manager to carry out, on behalf of the corporation the function of administering, managing and controlling the common property.
- 2.7. The corporation manager (if any) must be appointed on a contract that is subject to annual review by the corporation.
- 2.8. If on annual review the corporation is dissatisfied with the corporation manager's performance the corporation may determine the management agreement.

3. Use and Enjoyment of the Common Property

- 3.1. The common property is, subject to the Act and these by-laws for the common use and enjoyment of owners and occupiers in the community scheme and their visitors.
- 3.2. A person bound by these by-laws:
 - 3.2.1. must not obstruct the lawful use of the common property by any person;
 - 3.2.2. must not use the common property in a manner that unreasonably interferes with the use and enjoyment of the common property by the other persons bound by these by-laws or their visitors;
 - 3.2.3. must not make, or allow that person's visitors to make, undue noise in or about the common property;
 - 3.2.4. must not interfere, or allow that person's visitors to interfere, with other people in the enjoyment of their rights in relation to the common property;
 - 3.2.5. must not park a motor vehicle on a part of the common property on which parking is not authorised by the corporation;
 - 3.2.6. must take reasonable steps to ensure that their visitors do not park a motor vehicle on parts of the common property on which parking is not authorised by the corporation;
 - 3.2.7. must not repair motor vehicles on the common property;
 - 3.2.8. must not drive a motor vehicle at a speed of greater than 10 km/hour on the common property;
 - 3.2.9. must not damage or interfere with any landscaping or improvements on the common property;
 - 3.2.10. must not use any portion of the common property for that person's garden;
 - 3.2.11. must not display any sign, or any other conspicuous material of a similar nature on any part of the common property without the written consent of the corporation;
 - 3.2.12. must not leave or store any items on the common property.

- 3.3. The corporation may by ordinary resolution approve the use of the common property in a manner inconsistent with these by-laws.

4. Use of Lots/Persons bound by these By-laws

- 4.1. Subject to the Act any other relevant legislation and these by-laws a person bound by these by-laws must not use a lot for a purpose unless the use is consistent with the scheme description, the by-laws and the use has been otherwise approved by the corporation.
- 4.2. The following persons are bound by these by-laws:
- 4.2.1. the corporation;
 - 4.2.2. the lot holders and occupiers of the community lots comprising the community scheme;
 - 4.2.3. persons entering the community parcel.

5. Variation of By-laws

- 5.1. These by-laws come into operation when the plan of community division is deposited in the Land Titles Registration Office.
- 5.2. These by-laws continue until varied or cancelled as provided for in the Act.

Part 3 - General Provisions

6. Development of Community Lots

- 6.1. The following by-laws regulate any future development on the community lots, and the word "developer" means any person who conducts any development on the community lot.
- 6.2. The developer must not develop a community lot unless the development complies with the requirements of these by-laws, the scheme description for this development and the requirements of the relevant development authority.
- 6.3. Any further development of any community lot which involves the alteration or destruction of a party wall, requires the prior written consent of any person with registered party wall rights.
- 6.4. The developer must only develop the community lot for a purpose allowed under the relevant development plan under the Development Act 1993.
- 6.5. The corporation may by prior special resolution approve any development which would otherwise be in breach of these by-laws.
- 6.6. The scheme description lodged with these by-laws has created secondary division of lots.
- 6.7. The corporation will do all acts, matters and things and grant such approvals as may be required, to give effect to the intent of the scheme description and this by-law is authority for the corporation to do so.

7. Noise

A person bound by these by-laws must not on the community parcel create any noise likely to interfere with the peaceful enjoyment of the Lot Holder or occupier of another lot or of any person lawfully using common property.

8. Vehicles

In addition to any other power, authority, duty or function imposed or conferred on the corporation, it has the power to tow away any motor vehicle parked or standing in contravention of these by-laws at the expense of the person whose act or default has caused the contravention and that person must indemnify the corporation for all costs and damages arising out of such actions.

9. Obstruction

A person bound by these by-laws must not obstruct lawful use of common property by any person.

10. Damage to Common Property

A person bound by these by-laws must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the improvements on the community parcel, or common property except with the consent of the corporation.

11. Behaviour of Invitees

11.1. A person bound by these by-laws must take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Lot Holder or occupier or of any person lawfully using the common property.

11.2. A person bound by these by-laws is liable to compensate the corporation in respect of all damage to the common property or personal property of the corporation caused by such person.

11.3. The owner of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available to that owner under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.

11.4. The duties and obligations imposed by these by-laws on a Lot Holder or occupier of a lot must be observed not only by the Lot Holder or occupier but also by guests, servants, employees, agents, children, invitees and licensees of such Lot Holder or occupier.

12. Depositing Rubbish etc on Common Property

12.1. A person bound by these by-laws must not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Lot Holder or occupier of another lot or of any person lawfully using the common property.

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- 12.2. A person bound by these by-laws must not throw or allow to fall or permit or allow to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever on the common property. Any damage or costs for cleaning or repair caused by such breach is the responsibility of the Lot Holder or occupier.
 - 12.3. A person bound by these by-laws must not smoke cigarettes, pipes, cigars or the like on the common property.
13. **Storage of Flammable Liquids etc.**
 - 13.1. A Lot Holder must not, except with the consent in writing of the corporation, use or store on his lot or on the common property any flammable chemical, liquid or gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine or domestic cleaning chemicals.
 - 13.2. A Lot Holder or occupier must not bring to, do or keep anything in his lot which will increase the rate of fire insurance on any building or any property on a lot or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon the building or any property on the community parcel or the regulations or ordinances of any public authority for the time being in force.
 - 13.3. If a Lot Holder or occupier does or permits to be done any act matter or thing which has the effect of invalidating or avoiding any policy of insurance taken out by the corporation then such owner or occupier is responsible for any damage or loss which the corporation or any other Lot Holder may suffer or incur as a result.
 - 13.4. If the corporation consents to a Lot Holder or occupier bringing to doing or keeping anything in his lot which increases the rate of fire insurance on any building or on any property on a lot, such Lot Holder or occupier must pay the amount of any increased premium to the corporation upon demand.
14. **Garbage disposal**
 - 14.1. A Lot Holder or occupier of a lot must:
 - 14.1.1. except where the corporation provides some other means of disposal of garbage, (which other means of disposal must be adhered to by the Lot Holder or occupier) maintain within his lot, or on such part of the common property as may be authorised by the corporation, in clean and dry condition and adequately covered, a receptacle(s) for garbage;
 - 14.1.2. comply with all local authority by-laws and ordinances relating to the disposal of garbage;
 - 14.1.3. ensure that the health, hygiene and comfort of the Lot Holder or occupier of any other lot is not adversely affected by his disposal of garbage.
 - 14.2. If applicable, garbage receptacles must be placed only where approved by the corporation and used only for the purpose for which they are provided.

- 14.3. Empty bottles, boxes, used containers and similar items must be stored tidily and so far as possible, out of sight, in the area approved by the corporation pursuant to clause 14.2.

15. Keeping of animals

- 15.1. A person bound by these by-laws must not keep an animal (without the prior written consent of the corporation), in or in the vicinity of a lot but this by-law 15 does not prevent an occupier of or visitor to a lot who suffers from a disability from keeping a "relevant animal" (as defined in the Act) in or in the vicinity of a lot or common property, if trained to assist the occupier in respect of that disability.

- 15.2. Where a person bound by these by-laws (with the consent of the corporation or pursuant to clause 15.1) brings or keeps an animal on a lot or any other part of the common property that person is:

- 15.2.1. liable to the proprietors or occupiers of all other lots comprised in the plan of community division, and all other persons lawfully on the common property for any act or noise which is disturbing to an extent which is unreasonable, and for damage to, or loss of property or injury to any person caused by the animal; and

- 15.2.2. responsible for cleaning up after the animal has fouled any part of another lot or any part of the common property.

16. Tenants to have notice of by-laws

A copy of these by-laws must be given to the lessee or occupier of any lot not personally occupied by the Lot Holder and must be incorporated as an annexure to any lease or licence granted to a lessee or occupier.

17. Observance of by-laws

The duties and obligations imposed by these by-laws on a Lot Holder must be observed not only by the Lot Holder but by the Lot Holder's occupiers tenants, guests, servants, employees, agents, children, invitees and licensees.

18. Lot to be kept clean

Each Lot Holder or occupier must:

- 18.1. keep his lot clean and take all practicable steps to prevent infestation by vermin and/or insects;
- 18.2. be responsible for the interior maintenance and decoration of his lot.

19. Use of water etc

- 19.1. A Lot Holder or occupier must not waste the water and must ensure that all water taps in his lot are promptly turned off after use.

- 19.2. The water closets, conveniences and other water apparatus including waste pipes and drains must not be used for any purposes other than those for which they were constructed. A Lot Holder or occupier must ensure that rubbish and other unsuitable substances are not deposited in to the water

pipes and drains. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence must be borne by the Lot Holder whether such damage or blockage is caused by his own actions, or those of his tenants, servants, agents, guest, employees, invitees, or licensees.

20. Notice to be given

A Lot Holder or occupier must give the corporation prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures which comes to his knowledge. The corporation has authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the common area as often as may be necessary.

21. Unavoidable noise to be minimised

The Lot Holder or occupier of a lot must take all practical means to minimise annoyance to other occupants caused by unavoidable noise in his lot, by closing all doors, windows and curtains of his lot and by taking such further steps as may be within his power for the same purpose.

22. Committee may make rules

The corporation may make rules relating to the common property not inconsistent with these by-laws ("rules") and rules must be observed by the Lot Holders and their tenants, servants, agents, guests, employees, invitees or licensees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Lot Holders.

23. Lot Holders not to instruct contractors/workmen

Lot Holders must not directly instruct any contractors or workmen employed by the corporation unless so authorised, and all requests for consideration of any particular matter to be referred to the corporation must be directed to the secretary or corporation manager and not to the chairman or any member of the corporation.

24. Use of lots - specific

Subject to the provisions of these by-laws, the scheme description and the development plan for the City of Norwood, Payneham and St Peters and any other relevant Statutory enactments:

24.1. the lots will only be used for residential accommodation.

24.2. a Lot Holder or occupier is prohibited from leasing or granting rights of occupation in respect of a lot for valuable consideration for a period of less than two (2) months.

This clause 24 does not preclude a Lot Holder entering into a lease, licence or management agreement on normal commercial terms for use of that lot in accordance with a use authorised by a relevant development authority, but excludes the use of a lot for short term accommodation in the style or manner of "Air B n B" or like services.

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24A **On-site Parking**

- 24A.1 Notwithstanding any of the above, the car parking plan of one page annexed to these by-laws titled "Community Plan C42394 8-10 Briar Rd Felixstow - Car Parking Plan":
- 24A.1.1 depicts car parking bays on the specified parts of the common property for the exclusive use of the nominated lots (**Nominated Car Parking**); and
- 24A.2 is declaratory of Nominated Car Parking on and from filing of these by-laws by the Registrar General in the Land Services SA.
- 24A.2 The rights and obligations of this by-law apply for the benefit of subsequent occupiers and owners of the nominated lot as set out in the Act.
- 24A.3 The cost of the repair and maintenance of Nominated Car Parking bays, including line marking and paving (as determined by the corporation or the corporation manager acting reasonably) will be born equally by the benefiting lots.

25. **Security**

The corporation of its own accord may, or by direction of a Lot Holder must, take all reasonable steps to ensure the security of the community parcel and property of the corporation and the observance of these by-laws. Without limiting this clause, the corporation may close off any part of the common property not required for ingress or egress to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by Lot Holders or occupiers of any such part of the common property.

26. **Sinking Fund**

- 26.1. The corporation may establish a sinking fund to fund the provision of major items of repair or maintenance to the community parcel.
- 26.2. The corporation must advise the Lot Holders in writing of the establishment of any such sinking fund and of the contribution to be made by the Lot Holder.
- 26.3. The following provision shall apply to any sinking fund established under this by-law:
- 26.3.1. the corporation will establish a separate fund for such monies and all monies paid by the Lot Holder in this regard will be paid into that fund;
- 26.3.2. that fund or so much of the balance standing to the credit of that fund as remains unexpended from time to time for a purpose for which the fund was established will be held by the corporation in a separate interest bearing account; and
- 26.3.3. any amount paid by the corporation to the credit of that fund, and the net interest earned by the corporation on that fund, will not be applied by the corporation for any purpose other than payment of outgoings for which the fund was established.

27. Corporations rights and powers - unpaid levies

- 27.1. A Lot Holder (which expression shall extend to a corporation and a mortgagee in possession) must pay on demand:
- 27.1.1. the whole of the corporation's costs and expenses (including Solicitors and own client costs) incurred in recovering levies or money duly levied upon that Lot Holder's lot in the plan by the corporation pursuant to the Act or pursuant to the by-laws of the corporation;
 - 27.1.2. such costs as may have been ordered to be paid by the Lot Holder to the corporation by any court tribunal or body with authority to order the payment of costs.
- 27.2. If the Lot Holder fails to pay those costs and expenses when demanded to, the corporation may take action for the recovery of those costs and expenses in any court of competent jurisdiction. However, in respect of the corporation's party and party costs, the corporation must comply with any procedure for the taxation and recovery of costs provided for in the rules of the court, tribunal or other body which orders payment in costs in favour of the corporation.
- 27.3. If a contribution levied under the Act is unpaid 30 days after it falls due for payment, then interest accrues on the amount of the unpaid contribution at an annual rate as determined by the corporation from time to time, unless otherwise determined by ordinary resolution at a general meeting. At the discretion of the committee of the corporation, any corporation manager has administrative discretion to write off interest at a limit to be determined by the corporation from time to time.
- 27.4. If at the time a person becomes the Lot Holder of a lot, another person is liable in respect of the lot to pay interest on a contribution, the Lot Holder is jointly and severally liable with the other person for the payment of the interest.
- 27.5. The amount of any interest is recoverable by the corporation as a liquidated debt.
- 27.6. Where the corporation expends money to make good damage caused by a breach of the Act, or of these by-laws by any Lot Holder or the tenants, occupiers, guests, servants, employees, agents, children, invitees or licensees of the Lot Holder or any of them the committee is entitled to recover the amount so expended as debt in an action in any court of competent jurisdiction from the Lot Holder of the lot at the time when the breach occurred.

28. Insurance

- 28.1. In addition to the insurances required to be effected by the corporation pursuant to the Act, the corporation must also arrange for insurance for the whole of the improvements on each lot included in the community scheme ensuring that the interest of each owner of each lot and other parties (as required) are noted on the policies of insurance. The costs of arranging insurance(s) in terms of this by-law are to be recovered from the owners of the lots proportionate to their lot entitlements.

28.2. The community corporation must review, on an annual basis:

28.2.1. all insurance effected by it; and

28.2.2. the need for new or additional insurances.

28.3. Notice of an Annual General Meeting must include a form of motion to decide whether insurance(s) effected by the community corporation should be confirmed, varied or extended.

28.4. The community corporation must immediately effect new insurances or vary or extend insurances if there is an increase in risk or a new risk to common property or the community corporation.

28.5. A Lot Holder or occupier must not do anything that might:

28.5.1. void or prejudice insurance effected by the community corporation; or

28.5.2. increase any insurance premium payable by the community corporation.

29. **Severability**

If any by-law or any part of these by-laws cannot be given effect or full force and effect by reason of statutory invalidity or otherwise such by-law or part by-law as the case may be which cannot be given effect or its full force and effect must be severed, ignored or read down restrictively but so as to maintain and uphold as far as possible the remaining by-laws.

30. **Offence**

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

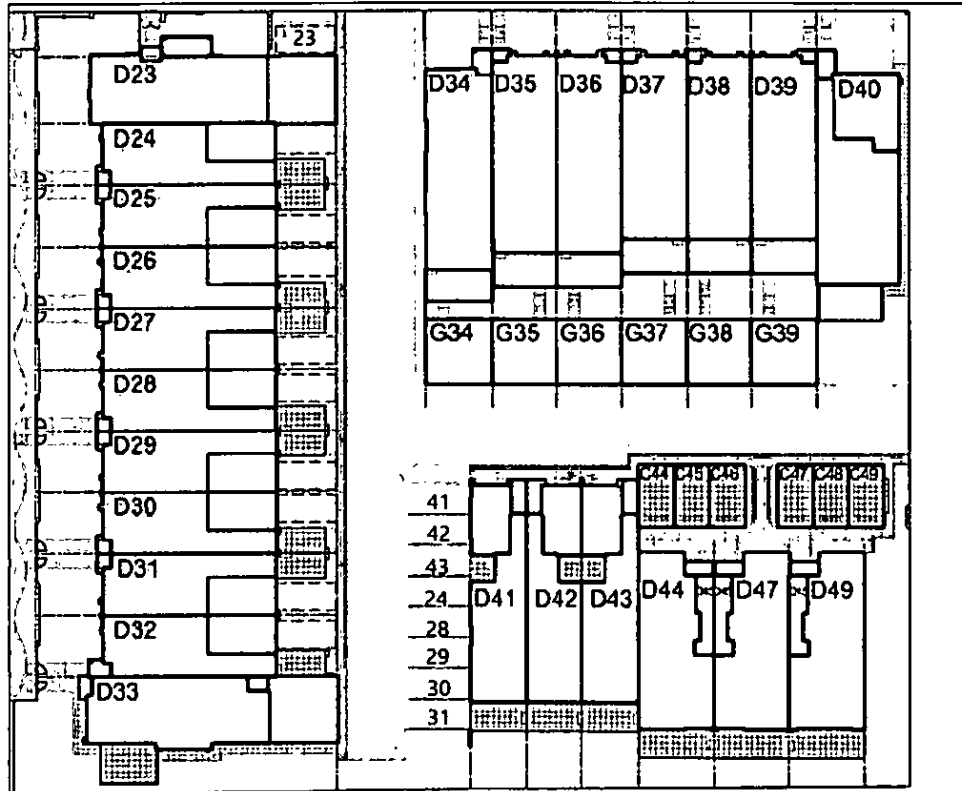
31. **Penalty**

The maximum penalty for the breach of any of these by-laws or the rules is \$500.00 or such other maximum amount as may from time to time be provided for by Section 34 of the Act.

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Community Plan C42394 8-10 Briar Rd Felixstow - Car Parking Plan



The car parking bays depicted as 23, 41, 42, 43, 24, 28, 29, 30 and 31 as shown on the plan attached have been allocated in favour of lot numbered D23, D41, D42, D43, D24, D28, D29, D30 and D31 respectively.

EL

Minutes of the Extraordinary General Meeting

Corporation *Community Corporation 42394*
Address *10-12 Briar Road, Felixstow*
Meeting Date **17th of August, 2021 commencing at 10:00 AM**
Location **Via Video / Teleconference Only**

Present in Person

Lot: 31 Shuo Yin
Lot: 42 Yi Long

Apologies

Lot: 24 Yingrui Wei
Lot: 28 & 32 High Vision Investment Pty Ltd
Lot: 34 Tao Wang, Wei Li

Present by Proxy

Lot: 23 Dominic Thi Keipert
Lot: 25, 26, 36, 37, 41, 43 High Vision Investment Pty Ltd
Lot: 30 Mei Ling Soo, Chin Long Jeffery Liew

In attendance

Kapil Gupta representing Strata Data

Quorum

The Body Corporate Manager advised that the Corporation had currently 4 un-financial lots with the payments due 1/08/2021 not having been paid. Section 84(14) of the Community Titles Act advised that a vote cannot be exercised in relation to a lot unless all amounts payable to the corporation in respect of that lot have been paid and section 83(4) determines that only financial lots are to be regarded in the establishment of a quorum.

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 10.00am

Chairperson

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

Amendment of Corporation By-Laws

It was Moved High Vision Investment Pty Ltd Seconded Yi Long "that members of Community Corporation 42394 Inc. resolve to amend the primary by-laws in accordance with the marked-up amendments shown in Annexure A attached, pursuant to section 39 of the Act, which shows the inclusion of a new clause 24A regarding the visitor car parks and some minor amendments to the current by-laws which are self-explanatory. A clean version of the amended by-laws in the form attached as Annexure B is to be deposited at Land Services SA. The corporation manager is to be instructed to do all things necessary to give effect to the above resolution and liaise with the developer's lawyers to finalise appropriate documentation to effect the changes at Land Services SA"
Carried Unanimously

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 10.15am.

the copy of the resolution of the corporation
This is a true copy of the By-Laws referred to in the attached Minutes certificate.

Karen Bennett
Presiding Officer / Treasurer

Karen Ingrid Bennett
Full name

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COMMUNITY PLAN NO. C42394

8 – 14 BRIAR ROAD, FELIXSTOW SA 5070

PRIMARY BY LAWS

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Certified correctly prepared in accordance with the requirements of the *Community Titles Act* 1996 by the person who prepared the document

.....
Malinda Kuo - Legal Practitioner
190 Flinders Street
Adelaide SA 5000

COMMUNITY TITLES ACT 1996**COMMUNITY CORPORATION NO. 42394 INC
8 – 14 BRIAR ROAD, FELIXSTOW SA 5070****Part 1 - Preliminary**

1. In these by-laws, unless the contrary intention appears:

"the Act" means the Community Titles Act 1996;

"the corporation" means the Community Corporation No. 42394 Incorporated;

"corporation manager" means any party (including a managing agent) approved by the corporation having the relevant expertise and experience to properly manage and perform the duties and functions of the corporation under the Act and management agreement means any such agreement appointing the corporation manager pursuant to Section 75(5) of the Act;

"develop" includes:

- (i) the construction or alteration of any building, structure, fence, wall or other external fixture or fitting;
- (ii) any site works or landscaping;
- (iii) any change to any improvement on the community lot;

and *"development"* has a corresponding meaning;

"GST legislation" means A New Tax System (Goods and Services Tax) Act 1999;

"GST" means the goods and services tax established under the GST legislation;

"improvement" means anything which has been done to the community lot by the development of the community lot;

"landscaping" includes the provision and arrangement of trees, shrubs, ground covers, grassed areas, paving and similar site works;

"motor vehicle" includes motor cycle, caravan, boat and bicycle;

"visitors" includes customers, invitees and clients of the owner or occupier of a community lot;

"lot" means a community lot comprised in Community Corporation Plan Number 42394;

"Lot Holder" means the owner of a lot and where the context allows the occupier of a lot and a mortgagee in possession of a lot;

"occupier" of a lot includes, if the lot is unoccupied, the owner of the lot;

"party wall" includes the easement for support and shelter created under the Act;

"rules" means the rules made by the corporation pursuant to the powers contained in these by-laws;

a term defined in the Act has the same meaning when used in these by-laws unless the contrary intention appears;

a reference to any statute, regulation or council by-law includes all amendments, consolidations or replacements of them;

one gender includes all the other genders;

the singular includes the plural and the other way around.

Part 2 - Mandatory By-laws

2. Administration Management and Control of Common Property

- 2.1. The corporation is responsible for the tasks set out in the Act as the functions of the corporation, and any additional functions given to it under these by-laws.
- 2.2. The corporation is (in addition to its responsibilities under the Act) responsible for:
 - 2.2.1. the repair, maintenance and planting of the landscaped areas of the common property;
 - 2.2.2. the repair and maintenance of the driveway and car parking areas (if any) of the common property;
 - 2.2.3. the repair, maintenance and replacement of any security lighting on the common property;
 - 2.2.4. the repair, maintenance and replacement of any bitumen, concrete or paving bricks on the common property;
 - 2.2.5. the repair, and maintenance of the common property infrastructure.
- 2.3. Any costs incurred by the corporation in fulfilling its functions under either or both the Act and these by-laws are recoverable from the owners of the lots in proportion to the lot entitlement of each community lot.
- 2.4. In the administration, management and control of the common property, the corporation must ensure that these by-laws are adhered to by the persons that are bound by the by-laws. The corporation has an obligation to enforce the by-laws for the benefit of the owners and occupiers of the lots and for the benefit of the corporation.
- 2.5. The Corporation may appoint a Management Committee which shall be responsible to the Corporation for the administration, management and control of the Common Property, except with respect to matters concerning:
 - 2.5.1. the appointment of a ~~Managing Agent~~ corporation manager pursuant to by-law 2.6;

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- 2.5.2. maintenance, upgrading or improvements to the ~~Common~~
~~Property~~common property where the item to be considered exceeds
\$10,000.00; and
- 2.6. The corporation may appoint a corporation manager to carry out, on behalf of
the corporation the function of administering, managing and controlling the
common property.
- 2.7. The corporation manager (if any) must be appointed on a contract that is
subject to annual review by the corporation.
- 2.8. If on annual review the corporation is dissatisfied with the corporation
manager's performance the corporation may determine the management
agreement.

3. **Use and Enjoyment of the Common Property**

- 3.1. The common property is, subject to the Act and these by-laws for the
common use and enjoyment of owners and occupiers in the community
scheme and their visitors.
- 3.2. A person bound by these by-laws:
 - 3.2.1. must not obstruct the lawful use of the common property by any
person;
 - 3.2.2. must not use the common property in a manner that unreasonably
interferes with the use and enjoyment of the common property by the
other persons bound by these by-laws or their visitors;
 - 3.2.3. must not make, or allow that person's visitors to make, undue noise in
or about the common property;
 - 3.2.4. must not interfere, or allow that person's visitors to interfere, with other
people in the enjoyment of their rights in relation to the common
property;
 - 3.2.5. must not park a motor vehicle on a part of the common property on
which parking is not authorised by the corporation;
 - 3.2.6. must take reasonable steps to ensure that their visitors do not park a
motor vehicle on parts of the common property on which parking is not
authorised by the corporation;
 - 3.2.7. must not repair motor vehicles on the common property;
 - 3.2.8. must not drive a motor vehicle at a speed of greater than 10 km/hour
on the common property;
 - 3.2.9. must not damage or interfere with any landscaping or improvements
on the common property;
 - 3.2.10. must not use any portion of the common property for that person's
garden;

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3.2.11. must not display any sign, or any other conspicuous material of a similar nature on any part of the common property without the written consent of the corporation;

3.2.12. must not leave or store any items on the common property.

3.3. The corporation may by ordinary resolution approve the use of the common property in a manner inconsistent with these by-laws.

4. Use of Lots/Persons bound by these By-laws

4.1. Subject to the Act any other relevant legislation and these by-laws a person bound by these by-laws must not use a lot for a purpose unless the use is consistent with the scheme description, the by-laws and the use has been otherwise approved by the corporation.

4.2. The following persons are bound by these by-laws:

4.2.1. the corporation;

4.2.2. the lot holders and occupiers of the community lots comprising the community scheme;

4.2.3. persons entering the community parcel.

5. Variation of By-laws

5.1. These by-laws come into operation when the plan of community division is deposited in the Land Titles Registration Office.

5.2. These by-laws continue until varied or cancelled as provided for in the Act.

Part 3 - General Provisions

6. Development of Community Lots

6.1. The following by-laws regulate any future development on the community lots, and the word "*developer*" means any person who conducts any development on the community lot.

6.2. The developer must not develop a community lot unless the development complies with the requirements of these by-laws, the scheme description for this development and the requirements of the relevant development authority.

6.3. Any further development of any community lot which involves the alteration or destruction of a party wall, requires the prior written consent of any person with registered party wall rights.

6.4. The developer must only develop the community lot for a purpose allowed under the relevant development plan under the Development Act 1993.

6.5. The corporation may by prior special resolution approve any development which would otherwise be in breach of these by-laws.

6.6. The scheme description lodged with these by-laws has created secondary division of lots.

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- 6.7. The corporation will do all acts, matters and things and grant such approvals as may be required, to give effect to the intent of the scheme description and this by-law is authority for the corporation to do so.

7. Noise

A person bound by these by-laws must not on the community parcel create any noise likely to interfere with the peaceful enjoyment of the Lot Holder or occupier of another lot or of any person lawfully using common property.

8. Vehicles

In addition to any other power, authority, duty or function imposed or conferred on the corporation, it has the power to tow away any motor vehicle parked or standing in contravention of these by-laws at the expense of the person whose act or default has caused the contravention and that person must indemnify the corporation for all costs and damages arising out of such actions.

9. Obstruction

A person bound by these by-laws must not obstruct lawful use of common property by any person.

10. Damage to Common Property

A person bound by these by-laws must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the improvements on the community parcel, or common property except with the consent of the corporation.

11. Behaviour of Invitees

- 11.1. A person bound by these by-laws must take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Lot Holder or occupier or of any person lawfully using the common property.
- 11.2. A person bound by these by-laws is liable to compensate the corporation in respect of all damage to the common property or personal property of the corporation caused by such person.
- 11.3. The owner of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available to that owner under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.
- 11.4. The duties and obligations imposed by these by-laws on a Lot Holder or occupier of a lot must be observed not only by the Lot Holder or occupier but also by guests, servants, employees, agents, children, invitees and licensees of such Lot Holder or occupier.

12. Depositing Rubbish etc on Common Property

- 12.1. A person bound by these by-laws must not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Lot Holder or occupier of another lot or of any person lawfully using the common property.
 - 12.2. A person bound by these by-laws must not throw or allow to fall or permit or allow to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever on the common property. Any damage or costs for cleaning or repair caused by such breach is the responsibility of the Lot Holder or occupier.
 - 12.3. A person bound by these by-laws must not smoke cigarettes, pipes, cigars or the like on the common property.
13. **Storage of Flammable Liquids etc.**
 - 13.1. A Lot Holder must not, except with the consent in writing of the corporation, use or store on his lot or on the common property any flammable chemical, liquid or gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine or domestic cleaning chemicals.
 - 13.2. A Lot Holder or occupier must not bring to, do or keep anything in his lot which will increase the rate of fire insurance on any building or any property on a lot or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon the building or any property on the community parcel or the regulations or ordinances of any public authority for the time being in force.
 - 13.3. If a Lot Holder or occupier does or permits to be done any act matter or thing which has the effect of invalidating or avoiding any policy of insurance taken out by the corporation then such owner or occupier is responsible for any damage or loss which the corporation or any other Lot Holder may suffer or incur as a result.
 - 13.4. If the corporation consents to a Lot Holder or occupier bringing to doing or keeping anything in his lot which increases the rate of fire insurance on any building or on any property on a lot, such Lot Holder or occupier must pay the amount of any increased premium to the corporation upon demand.
14. **Garbage disposal**
 - 14.1. A Lot Holder or occupier of a lot must:
 - 14.1.1. except where the corporation provides some other means of disposal of garbage, (which other means of disposal must be adhered to by the Lot Holder or occupier) maintain within his lot, or on such part of the common property as may be authorised by the corporation, in clean and dry condition and adequately covered, a receptacle(s) for garbage;
 - 14.1.2. comply with all local authority by-laws and ordinances relating to the disposal of garbage;

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14.1.3. ensure that the health, hygiene and comfort of the Lot Holder or occupier of any other lot is not adversely affected by his disposal of garbage.

14.2. If applicable, garbage receptacles must be placed only where approved by the corporation and used only for the purpose for which they are provided.

14.3. Empty bottles, boxes, used containers and similar items must be stored tidily and so far as possible, out of sight, in the area approved by the corporation pursuant to clause 14.2.

15. Keeping of animals

15.1. A person bound by these by-laws must not keep an animal (without the prior written consent of the corporation), in or in the vicinity of a lot but this by-law 15 does not prevent an occupier of or visitor to a lot who suffers from a disability from keeping a "relevant animal" (as defined in the Act) in or in the vicinity of a lot or common property, if trained to assist the occupier in respect of that disability.

15.2. Where a person bound by these by-laws (with the consent of the corporation or pursuant to clause 15.1) brings or keeps an animal on a lot or any other part of the common property that person is:

15.2.1. liable to the proprietors or occupiers of all other lots comprised in the plan of community division; and all other persons lawfully on the common property for any act or noise which is disturbing to an extent which is unreasonable, and for damage to, or loss of property or injury to any person caused by the animal; and

15.2.2. responsible for cleaning up after the animal has fouled any part of another lot or any part of the common property.

16. Tenants to have notice of by-laws

A copy of these by-laws must be given to the lessee or occupier of any lot not personally occupied by the Lot Holder and must be incorporated as an annexure to any lease or licence granted to a lessee or occupier.

17. Observance of by-laws

The duties and obligations imposed by these by-laws on a Lot Holder must be observed not only by the Lot Holder but by the Lot Holder's occupiers tenants, guests, servants, employees, agents, children, invitees and licensees.

18. Lot to be kept clean

Each Lot Holder or occupier must:

18.1. keep his lot clean and take all practicable steps to prevent infestation by vermin and/or insects;

18.2. be responsible for the interior maintenance and decoration of his lot.

19. Use of water etc

- 19.1. A Lot Holder or occupier must not waste the water and must ensure that all water taps in his lot are promptly turned off after use.
- 19.2. The water closets, conveniences and other water apparatus including waste pipes and drains must not be used for any purposes other than those for which they were constructed. A Lot Holder or occupier must ensure that rubbish and other unsuitable substances are not deposited in to the water pipes and drains. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence must be borne by the Lot Holder whether such damage or blockage is caused by his own actions, or those of his tenants, servants, agents, guest, employees, invitees, or licensees.

20. Notice to be given

A Lot Holder or occupier must give the corporation prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures which comes to his knowledge. The corporation has authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the common area as often as may be necessary.

21. Unavoidable noise to be minimised

The Lot Holder or occupier of a lot must take all practical means to minimise annoyance to other occupants caused by unavoidable noise in his lot, by closing all doors, windows and curtains of his lot and by taking such further steps as may be within his power for the same purpose.

22. Committee may make rules

The corporation may make rules relating to the common property not inconsistent with these by-laws ("rules") and rules must be observed by the Lot Holders and their tenants, servants, agents, guests, employees, invitees or licensees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Lot Holders.

23. Lot Holders not to instruct contractors/workmen

Lot Holders must not directly instruct any contractors or workmen employed by the corporation unless so authorised, and all requests for consideration of any particular matter to be referred to the corporation must be directed to the secretary or corporation manager and not to the chairman or any member of the corporation.

24. Use of lots - specific

Subject to the provisions of these by-laws, the ~~Scheme Descriptions~~scheme description and the ~~Development Plan~~development plan for the City of Norwood, Payneham and St Peters and any other relevant Statutory enactments:

- 24.1. the lots will only be used for residential accommodation.
- 24.2. a Lot Holder or occupier is prohibited from leasing or granting rights of occupation in respect of a lot for valuable consideration for a period of less than two (2) months.

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This clause 24 does not preclude a Lot Holder entering into a lease, licence or management agreement on normal commercial terms for use of that lot in accordance with a use authorised by a relevant development authority, but excludes the use of a lot for short term accommodation in the style or manner of "Air B n B" or like services.

24A On-site Parking

24A.1 Notwithstanding any of the above, the car parking plan of one page annexed to these by-laws titled "Community Plan C42394 8-10 Briar Rd Felixstow - Car Parking Plan":

24A.1.1 depicts car parking bays on the specified parts of the common property for the exclusive use of the nominated lots (Nominated Car Parking); and

24A.2 is declaratory of Nominated Car Parking on and from filing of these by-laws by the Registrar General in the Land Services SA.

24A.2 The rights and obligations of this by-law apply for the benefit of subsequent occupiers and owners of the nominated lot as set out in the Act.

24A.3 The cost of the repair and maintenance of Nominated Car Parking bays, including line marking and paving (as determined by the corporation or the corporation manager acting reasonably) will be born equally by the benefiting lots.

25. Security

The corporation of its own accord may, or by direction of a Lot Holder must, take all reasonable steps to ensure the security of the community parcel and property of the corporation and the observance of these by-laws. Without limiting this clause, the corporation may close off any part of the common property not required for ingress or egress to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by Lot Holders or occupiers of any such part of the common property.

26. Sinking Fund

26.1. The corporation may establish a sinking fund to fund the provision of major items of repair or maintenance to the community parcel.

26.2. The corporation must advise the Lot Holders in writing of the establishment of any such sinking fund and of the contribution to be made by the Lot Holder.

26.3. The following provision shall apply to any sinking fund established under this by-law:

26.3.1. the corporation will establish a separate fund for such monies and all monies paid by the Lot Holder in this regard will be paid into that fund;

26.3.2. that fund or so much of the balance standing to the credit of that fund as remains unexpended from time to time for a purpose for which the fund was established will be held by the corporation in a separate interest bearing account; and

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26.3.3. any amount paid by the corporation to the credit of that fund, and the net interest earned by the corporation on that fund, will not be applied by the corporation for any purpose other than payment of outgoings for which the fund was established.

27. Corporations rights and powers - unpaid levies

27.1. A Lot Holder (which expression shall extend to a corporation and a mortgagee in possession) must pay on demand:

27.1.1. the whole of the corporation's costs and expenses (including Solicitors and own client costs) incurred in recovering levies or money duly levied upon that Lot Holder's lot in the plan by the corporation pursuant to the Act or pursuant to the by-laws of the corporation;

27.1.2. such costs as may have been ordered to be paid by the Lot Holder to the corporation by any court tribunal or body with authority to order the payment of costs.

27.2. -If the Lot Holder fails to pay those costs and expenses when demanded to, the corporation may take action for the recovery of those costs and expenses in any court of competent jurisdiction. However, in respect of the corporation's party and party costs, the corporation must comply with any procedure for the taxation and recovery of costs provided for in the rules of the court, tribunal or other body which orders payment in costs in favour of the corporation.

27.3. If a contribution levied under the Act is unpaid 30 days after it falls due for payment, then interest accrues on the amount of the unpaid contribution at an annual rate as determined by the corporation from time to time, unless otherwise determined by ordinary resolution at a general meeting. At the discretion of the committee of the corporation, any corporation manager has administrative discretion to write off interest at a limit to be determined by the corporation from time to time.

27.4. If at the time a person becomes the Lot Holder of a lot, another person is liable in respect of the lot to pay interest on a contribution, the Lot Holder is jointly and severally liable with the other person for the payment of the interest.

27.5. The amount of any interest is recoverable by the corporation as a liquidated debt.

27.6. Where the corporation expends money to make good damage caused by a breach of the Act, or of these by-laws by any Lot Holder or the tenants, occupiers, guests, servants, employees, agents, children, invitees or licensees of the Lot Holder or any of them the committee is entitled to recover the amount so expended as debt in an action in any court of competent jurisdiction from the Lot Holder of the lot at the time when the breach occurred.

28. Insurance

28.1. ~~30.1~~—In addition to the insurances required to be effected by the corporation pursuant to the Act, the corporation must also arrange for insurance for the whole of the improvements on each lot included in the community scheme

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ensuring that the interest of each owner of each lot and other parties (as required) are noted on the policies of insurance. The costs of arranging insurance(s) in terms of this by-law are to be recovered from the owners of the lots proportionate to their lot entitlements.

28.2. The community corporation must review, on an annual basis:

28.2.1. all insurance effected by it; and

28.2.2. the need for new or additional insurances.

28.3. Notice of an Annual General Meeting must include a form of motion to decide whether insurance(s) effected by the community corporation should be confirmed, varied or extended.

28.4. The community corporation must immediately effect new insurances or vary or extend insurances if there is an increase in risk or a new risk to common property or the community corporation.

28.5. A Lot Holder or occupier must not do anything that might:

28.5.1. void or prejudice insurance effected by the community corporation; or

28.5.2. increase any insurance premium payable by the community corporation.

29. **Severability**

If any by-law or any part of these by-laws cannot be given effect or full force and effect by reason of statutory invalidity or otherwise such by-law or part by-law as the case may be which cannot be given effect or its full force and effect must be severed, ignored or read down restrictively but so as to maintain and uphold as far as possible the remaining by-laws.

30. **Offence**

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

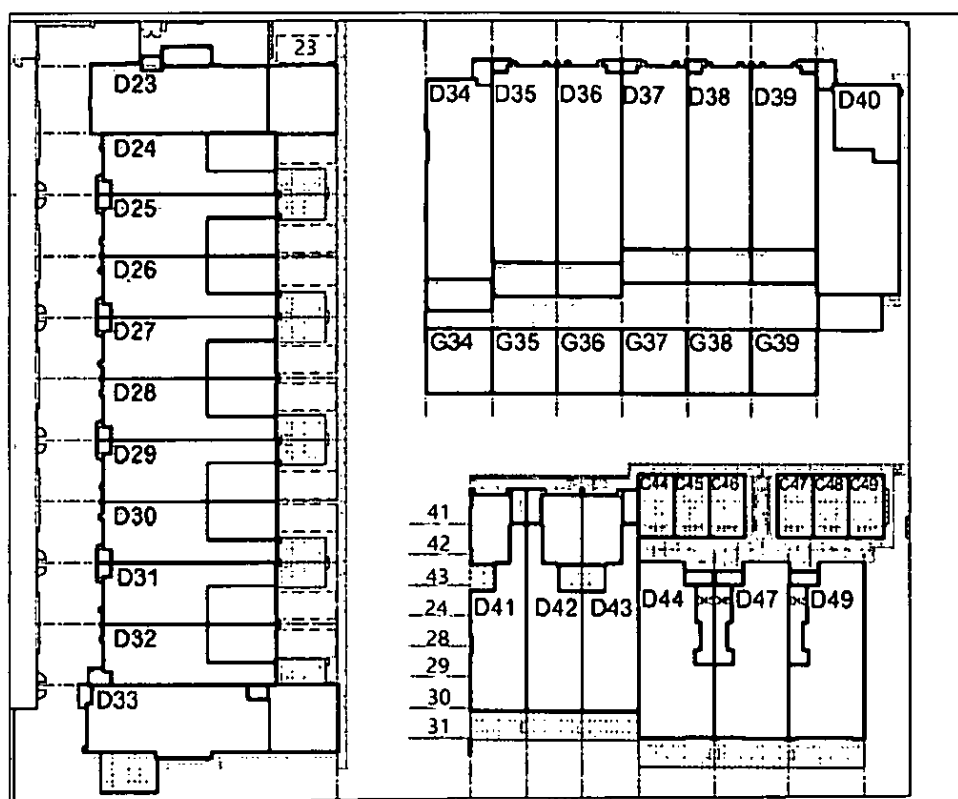
31. **Penalty**

The maximum penalty for the breach of any of these by-laws or the rules is \$500.00 or such other maximum amount as may from time to time be provided for by Section 34 of the Act.

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Community Plan C42394 8-10 Briar Rd Felixstow - Car Parking Plan



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COMMUNITY PLAN NO. C42394

8 – 14 BRIAR ROAD, FELIXSTOW SA 5070

PRIMARY BY LAWS

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Certified correctly prepared in accordance with the requirements of the *Community Titles Act 1996* by the person who prepared the document

.....
Malinda Kuo - Legal Practitioner
190 Flinders Street
Adelaide SA 5000

COMMUNITY TITLES ACT 1996**COMMUNITY CORPORATION NO. 42394 INC
8 – 14 BRIAR ROAD, FELIXSTOW SA 5070****Part 1 - Preliminary**

1. In these by-laws, unless the contrary intention appears:

"the Act" means the Community Titles Act 1996;

"the corporation" means the Community Corporation No. 42394 Incorporated;

"corporation manager" means any party (including a managing agent) approved by the corporation having the relevant expertise and experience to properly manage and perform the duties and functions of the corporation under the Act and management agreement means any such agreement appointing the corporation manager pursuant to Section 75(5) of the Act;

"develop" includes:

- (i) the construction or alteration of any building, structure, fence, wall or other external fixture or fitting;
- (ii) any site works or landscaping;
- (iii) any change to any improvement on the community lot;

and *"development"* has a corresponding meaning;

"GST legislation" means A New Tax System (Goods and Services Tax) Act 1999;

"GST" means the goods and services tax established under the GST legislation;

"improvement" means anything which has been done to the community lot by the development of the community lot;

"landscaping" includes the provision and arrangement of trees, shrubs, ground covers, grassed areas, paving and similar site works;

"motor vehicle" includes motor cycle, caravan, boat and bicycle;

"visitors" includes customers, invitees and clients of the owner or occupier of a community lot;

"lot" means a community lot comprised in Community Corporation Plan Number 42394;

"Lot Holder" means the owner of a lot and where the context allows the occupier of a lot and a mortgagee in possession of a lot;

"occupier" of a lot includes, if the lot is unoccupied, the owner of the lot;

"party wall" includes the easement for support and shelter created under the Act;

"rules" means the rules made by the corporation pursuant to the powers contained in these by-laws;

a term defined in the Act has the same meaning when used in these by-laws unless the contrary intention appears;

a reference to any statute, regulation or council by-law includes all amendments, consolidations or replacements of them;

one gender includes all the other genders;

the singular includes the plural and the other way around.

Part 2 - Mandatory By-laws

2. Administration Management and Control of Common Property

- 2.1. The corporation is responsible for the tasks set out in the Act as the functions of the corporation, and any additional functions given to it under these by-laws.
- 2.2. The corporation is (in addition to its responsibilities under the Act) responsible for:
 - 2.2.1. the repair, maintenance and planting of the landscaped areas of the common property;
 - 2.2.2. the repair and maintenance of the driveway and car parking areas (if any) of the common property;
 - 2.2.3. the repair, maintenance and replacement of any security lighting on the common property;
 - 2.2.4. the repair, maintenance and replacement of any bitumen, concrete or paving bricks on the common property;
 - 2.2.5. the repair, and maintenance of the common property infrastructure.
- 2.3. Any costs incurred by the corporation in fulfilling its functions under either or both the Act and these by-laws are recoverable from the owners of the lots in proportion to the lot entitlement of each community lot.
- 2.4. In the administration, management and control of the common property, the corporation must ensure that these by-laws are adhered to by the persons that are bound by the by-laws. The corporation has an obligation to enforce the by-laws for the benefit of the owners and occupiers of the lots and for the benefit of the corporation.
- 2.5. The Corporation may appoint a Management Committee which shall be responsible to the Corporation for the administration, management and control of the Common Property, except with respect to matters concerning:
 - 2.5.1. the appointment of a corporation manager pursuant to by-law 2.6;
 - 2.5.2. maintenance, upgrading or improvements to the common property where the item to be considered exceeds \$10,000.00; and

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- 2.6. The corporation may appoint a corporation manager to carry out, on behalf of the corporation the function of administering, managing and controlling the common property.
- 2.7. The corporation manager (if any) must be appointed on a contract that is subject to annual review by the corporation.
- 2.8. If on annual review the corporation is dissatisfied with the corporation manager's performance the corporation may determine the management agreement.

3. Use and Enjoyment of the Common Property

- 3.1. The common property is, subject to the Act and these by-laws for the common use and enjoyment of owners and occupiers in the community scheme and their visitors.
- 3.2. A person bound by these by-laws:
 - 3.2.1. must not obstruct the lawful use of the common property by any person;
 - 3.2.2. must not use the common property in a manner that unreasonably interferes with the use and enjoyment of the common property by the other persons bound by these by-laws or their visitors;
 - 3.2.3. must not make, or allow that person's visitors to make, undue noise in or about the common property;
 - 3.2.4. must not interfere, or allow that person's visitors to interfere, with other people in the enjoyment of their rights in relation to the common property;
 - 3.2.5. must not park a motor vehicle on a part of the common property on which parking is not authorised by the corporation;
 - 3.2.6. must take reasonable steps to ensure that their visitors do not park a motor vehicle on parts of the common property on which parking is not authorised by the corporation;
 - 3.2.7. must not repair motor vehicles on the common property;
 - 3.2.8. must not drive a motor vehicle at a speed of greater than 10 km/hour on the common property;
 - 3.2.9. must not damage or interfere with any landscaping or improvements on the common property;
 - 3.2.10. must not use any portion of the common property for that person's garden;
 - 3.2.11. must not display any sign, or any other conspicuous material of a similar nature on any part of the common property without the written consent of the corporation;
 - 3.2.12. must not leave or store any items on the common property.

- 3.3. The corporation may by ordinary resolution approve the use of the common property in a manner inconsistent with these by-laws.

4. Use of Lots/Persons bound by these By-laws

- 4.1. Subject to the Act any other relevant legislation and these by-laws a person bound by these by-laws must not use a lot for a purpose unless the use is consistent with the scheme description, the by-laws and the use has been otherwise approved by the corporation.
- 4.2. The following persons are bound by these by-laws:
- 4.2.1. the corporation;
 - 4.2.2. the lot holders and occupiers of the community lots comprising the community scheme;
 - 4.2.3. persons entering the community parcel.

5. Variation of By-laws

- 5.1. These by-laws come into operation when the plan of community division is deposited in the Land Titles Registration Office.
- 5.2. These by-laws continue until varied or cancelled as provided for in the Act.

Part 3 - General Provisions

6. Development of Community Lots

- 6.1. The following by-laws regulate any future development on the community lots, and the word "developer" means any person who conducts any development on the community lot.
- 6.2. The developer must not develop a community lot unless the development complies with the requirements of these by-laws, the scheme description for this development and the requirements of the relevant development authority.
- 6.3. Any further development of any community lot which involves the alteration or destruction of a party wall, requires the prior written consent of any person with registered party wall rights.
- 6.4. The developer must only develop the community lot for a purpose allowed under the relevant development plan under the Development Act 1993.
- 6.5. The corporation may by prior special resolution approve any development which would otherwise be in breach of these by-laws.
- 6.6. The scheme description lodged with these by-laws has created secondary division of lots.
- 6.7. The corporation will do all acts, matters and things and grant such approvals as may be required, to give effect to the intent of the scheme description and this by-law is authority for the corporation to do so.

7. Noise

A person bound by these by-laws must not on the community parcel create any noise likely to interfere with the peaceful enjoyment of the Lot Holder or occupier of another lot or of any person lawfully using common property.

8. Vehicles

In addition to any other power, authority, duty or function imposed or conferred on the corporation, it has the power to tow away any motor vehicle parked or standing in contravention of these by-laws at the expense of the person whose act or default has caused the contravention and that person must indemnify the corporation for all costs and damages arising out of such actions.

9. Obstruction

A person bound by these by-laws must not obstruct lawful use of common property by any person.

10. Damage to Common Property

A person bound by these by-laws must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the improvements on the community parcel, or common property except with the consent of the corporation.

11. Behaviour of Invitees

11.1. A person bound by these by-laws must take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Lot Holder or occupier or of any person lawfully using the common property.

11.2. A person bound by these by-laws is liable to compensate the corporation in respect of all damage to the common property or personal property of the corporation caused by such person.

11.3. The owner of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available to that owner under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.

11.4. The duties and obligations imposed by these by-laws on a Lot Holder or occupier of a lot must be observed not only by the Lot Holder or occupier but also by guests, servants, employees, agents, children, invitees and licensees of such Lot Holder or occupier.

12. Depositing Rubbish etc on Common Property

12.1. A person bound by these by-laws must not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Lot Holder or occupier of another lot or of any person lawfully using the common property.

- 12.2. A person bound by these by-laws must not throw or allow to fall or permit or allow to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever on the common property. Any damage or costs for cleaning or repair caused by such breach is the responsibility of the Lot Holder or occupier.
- 12.3. A person bound by these by-laws must not smoke cigarettes, pipes, cigars or the like on the common property.
13. **Storage of Flammable Liquids etc.**
- 13.1. A Lot Holder must not, except with the consent in writing of the corporation, use or store on his lot or on the common property any flammable chemical, liquid or gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine or domestic cleaning chemicals.
- 13.2. A Lot Holder or occupier must not bring to, do or keep anything in his lot which will increase the rate of fire insurance on any building or any property on a lot or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon the building or any property on the community parcel or the regulations or ordinances of any public authority for the time being in force.
- 13.3. If a Lot Holder or occupier does or permits to be done any act matter or thing which has the effect of invalidating or avoiding any policy of insurance taken out by the corporation then such owner or occupier is responsible for any damage or loss which the corporation or any other Lot Holder may suffer or incur as a result.
- 13.4. If the corporation consents to a Lot Holder or occupier bringing to doing or keeping anything in his lot which increases the rate of fire insurance on any building or on any property on a lot, such Lot Holder or occupier must pay the amount of any increased premium to the corporation upon demand.
14. **Garbage disposal**
- 14.1. A Lot Holder or occupier of a lot must:
- 14.1.1. except where the corporation provides some other means of disposal of garbage, (which other means of disposal must be adhered to by the Lot Holder or occupier) maintain within his lot, or on such part of the common property as may be authorised by the corporation, in clean and dry condition and adequately covered, a receptacle(s) for garbage;
- 14.1.2. comply with all local authority by-laws and ordinances relating to the disposal of garbage;
- 14.1.3. ensure that the health, hygiene and comfort of the Lot Holder or occupier of any other lot is not adversely affected by his disposal of garbage.
- 14.2. If applicable, garbage receptacles must be placed only where approved by the corporation and used only for the purpose for which they are provided.

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- 14.3. Empty bottles, boxes, used containers and similar items must be stored tidily and so far as possible, out of sight, in the area approved by the corporation pursuant to clause 14.2.

15. Keeping of animals

- 15.1. A person bound by these by-laws must not keep an animal (without the prior written consent of the corporation), in or in the vicinity of a lot but this by-law 15 does not prevent an occupier of or visitor to a lot who suffers from a disability from keeping a "relevant animal" (as defined in the Act) in or in the vicinity of a lot or common property, if trained to assist the occupier in respect of that disability.

- 15.2. Where a person bound by these by-laws (with the consent of the corporation or pursuant to clause 15.1) brings or keeps an animal on a lot or any other part of the common property that person is:

15.2.1. liable to the proprietors or occupiers of all other lots comprised in the plan of community division, and all other persons lawfully on the common property for any act or noise which is disturbing to an extent which is unreasonable, and for damage to, or loss of property or injury to any person caused by the animal; and

15.2.2. responsible for cleaning up after the animal has fouled any part of another lot or any part of the common property.

16. Tenants to have notice of by-laws

A copy of these by-laws must be given to the lessee or occupier of any lot not personally occupied by the Lot Holder and must be incorporated as an annexure to any lease or licence granted to a lessee or occupier.

17. Observance of by-laws

The duties and obligations imposed by these by-laws on a Lot Holder must be observed not only by the Lot Holder but by the Lot Holder's occupiers tenants, guests, servants, employees, agents, children, invitees and licensees.

18. Lot to be kept clean

Each Lot Holder or occupier must:

- 18.1. keep his lot clean and take all practicable steps to prevent infestation by vermin and/or insects;
- 18.2. be responsible for the interior maintenance and decoration of his lot.

19. Use of water etc

- 19.1. A Lot Holder or occupier must not waste the water and must ensure that all water taps in his lot are promptly turned off after use.

19.2. The water closets, conveniences and other water apparatus including waste pipes and drains must not be used for any purposes other than those for which they were constructed. A Lot Holder or occupier must ensure that rubbish and other unsuitable substances are not deposited in to the water

pipes and drains. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence must be borne by the Lot Holder whether such damage or blockage is caused by his own actions, or those of his tenants, servants, agents, guest, employees, invitees, or licensees.

20. Notice to be given

A Lot Holder or occupier must give the corporation prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures which comes to his knowledge. The corporation has authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the common area as often as may be necessary.

21. Unavoidable noise to be minimised

The Lot Holder or occupier of a lot must take all practical means to minimise annoyance to other occupants caused by unavoidable noise in his lot, by closing all doors, windows and curtains of his lot and by taking such further steps as may be within his power for the same purpose.

22. Committee may make rules

The corporation may make rules relating to the common property not inconsistent with these by-laws ("rules") and rules must be observed by the Lot Holders and their tenants, servants, agents, guests, employees, invitees or licensees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Lot Holders.

23. Lot Holders not to instruct contractors/workmen

Lot Holders must not directly instruct any contractors or workmen employed by the corporation unless so authorised, and all requests for consideration of any particular matter to be referred to the corporation must be directed to the secretary or corporation manager and not to the chairman or any member of the corporation.

24. Use of lots - specific

Subject to the provisions of these by-laws, the scheme description and the development plan for the City of Norwood, Payneham and St Peters and any other relevant Statutory enactments:

24.1. the lots will only be used for residential accommodation.

24.2. a Lot Holder or occupier is prohibited from leasing or granting rights of occupation in respect of a lot for valuable consideration for a period of less than two (2) months.

This clause 24 does not preclude a Lot Holder entering into a lease, licence or management agreement on normal commercial terms for use of that lot in accordance with a use authorised by a relevant development authority, but excludes the use of a lot for short term accommodation in the style or manner of "Air B n B" or like services.

TERMS OF INSTRUMENT NOT CHECKED
BY LAND SERVICES SA

BY-LAWS
DEVELOPMENT NO. 155/C081/16

24A **On-site Parking**

- 24A.1 Notwithstanding any of the above, the car parking plan of one page annexed to these by-laws titled "Community Plan C42394 8-10 Briar Rd Felixstow - Car Parking Plan":
- 24A.1.1 depicts car parking bays on the specified parts of the common property for the exclusive use of the nominated lots (**Nominated Car Parking**); and
- 24A.2 is declaratory of Nominated Car Parking on and from filing of these by-laws by the Registrar General in the Land Services SA.
- 24A.2 The rights and obligations of this by-law apply for the benefit of subsequent occupiers and owners of the nominated lot as set out in the Act.
- 24A.3 The cost of the repair and maintenance of Nominated Car Parking bays, including line marking and paving (as determined by the corporation or the corporation manager acting reasonably) will be born equally by the benefiting lots.

25. **Security**

The corporation of its own accord may, or by direction of a Lot Holder must, take all reasonable steps to ensure the security of the community parcel and property of the corporation and the observance of these by-laws. Without limiting this clause, the corporation may close off any part of the common property not required for ingress or egress to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by Lot Holders or occupiers of any such part of the common property.

26. **Sinking Fund**

- 26.1. The corporation may establish a sinking fund to fund the provision of major items of repair or maintenance to the community parcel.
- 26.2. The corporation must advise the Lot Holders in writing of the establishment of any such sinking fund and of the contribution to be made by the Lot Holder.
- 26.3. The following provision shall apply to any sinking fund established under this by-law:
- 26.3.1. the corporation will establish a separate fund for such monies and all monies paid by the Lot Holder in this regard will be paid into that fund;
- 26.3.2. that fund or so much of the balance standing to the credit of that fund as remains unexpended from time to time for a purpose for which the fund was established will be held by the corporation in a separate interest bearing account; and
- 26.3.3. any amount paid by the corporation to the credit of that fund, and the net interest earned by the corporation on that fund, will not be applied by the corporation for any purpose other than payment of outgoings for which the fund was established.

27. Corporations rights and powers - unpaid levies

- 27.1. A Lot Holder (which expression shall extend to a corporation and a mortgagee in possession) must pay on demand:
- 27.1.1. the whole of the corporation's costs and expenses (including Solicitors and own client costs) incurred in recovering levies or money duly levied upon that Lot Holder's lot in the plan by the corporation pursuant to the Act or pursuant to the by-laws of the corporation;
 - 27.1.2. such costs as may have been ordered to be paid by the Lot Holder to the corporation by any court tribunal or body with authority to order the payment of costs.
- 27.2. If the Lot Holder fails to pay those costs and expenses when demanded to, the corporation may take action for the recovery of those costs and expenses in any court of competent jurisdiction. However, in respect of the corporation's party and party costs, the corporation must comply with any procedure for the taxation and recovery of costs provided for in the rules of the court, tribunal or other body which orders payment in costs in favour of the corporation.
- 27.3. If a contribution levied under the Act is unpaid 30 days after it falls due for payment, then interest accrues on the amount of the unpaid contribution at an annual rate as determined by the corporation from time to time, unless otherwise determined by ordinary resolution at a general meeting. At the discretion of the committee of the corporation, any corporation manager has administrative discretion to write off interest at a limit to be determined by the corporation from time to time.
- 27.4. If at the time a person becomes the Lot Holder of a lot, another person is liable in respect of the lot to pay interest on a contribution, the Lot Holder is jointly and severally liable with the other person for the payment of the interest.
- 27.5. The amount of any interest is recoverable by the corporation as a liquidated debt.
- 27.6. Where the corporation expends money to make good damage caused by a breach of the Act, or of these by-laws by any Lot Holder or the tenants, occupiers, guests, servants, employees, agents, children, invitees or licensees of the Lot Holder or any of them the committee is entitled to recover the amount so expended as debt in an action in any court of competent jurisdiction from the Lot Holder of the lot at the time when the breach occurred.

28. Insurance

- 28.1. In addition to the insurances required to be effected by the corporation pursuant to the Act, the corporation must also arrange for insurance for the whole of the improvements on each lot included in the community scheme ensuring that the interest of each owner of each lot and other parties (as required) are noted on the policies of insurance. The costs of arranging insurance(s) in terms of this by-law are to be recovered from the owners of the lots proportionate to their lot entitlements.

TERMS OF INSTRUMENT NOT CHECKED
BY LAND SERVICES SA

BY-LAWS
DEVELOPMENT NO. 155/C081/16

28.2. The community corporation must review, on an annual basis:

28.2.1. all insurance effected by it; and

28.2.2. the need for new or additional insurances.

28.3. Notice of an Annual General Meeting must include a form of motion to decide whether insurance(s) effected by the community corporation should be confirmed, varied or extended.

28.4. The community corporation must immediately effect new insurances or vary or extend insurances if there is an increase in risk or a new risk to common property or the community corporation.

28.5. A Lot Holder or occupier must not do anything that might:

28.5.1. void or prejudice insurance effected by the community corporation; or

28.5.2. increase any insurance premium payable by the community corporation.

29. **Severability**

If any by-law or any part of these by-laws cannot be given effect or full force and effect by reason of statutory invalidity or otherwise such by-law or part by-law as the case may be which cannot be given effect or its full force and effect must be severed, ignored or read down restrictively but so as to maintain and uphold as far as possible the remaining by-laws.

30. **Offence**

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

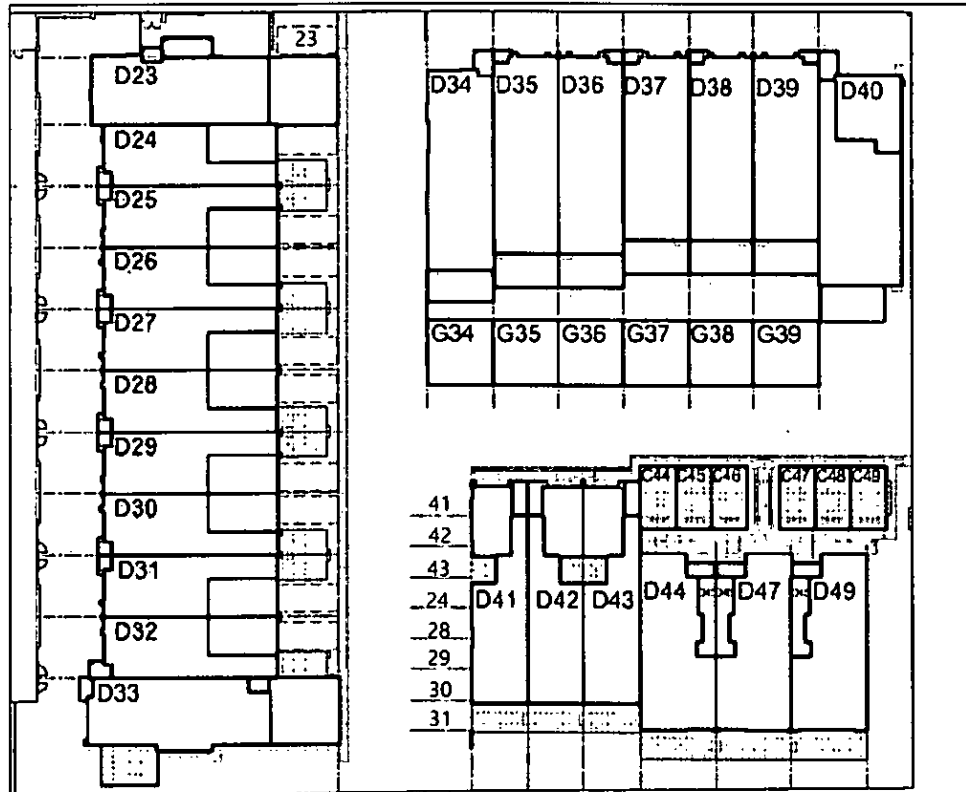
31. **Penalty**

The maximum penalty for the breach of any of these by-laws or the rules is \$500.00 or such other maximum amount as may from time to time be provided for by Section 34 of the Act.

TERMS OF INSTRUMENT NOT CHECKED
BY LAND SERVICES SA

BY-LAWS
DEVELOPMENT NO. 155/C081/16

Community Plan C42394 8-10 Briar Rd Felixstow - Car Parking Plan





Certificate of Title

Title Reference

CT 6253/330

Status

CURRENT

Easement

YES

Owner Number

18928763

Address for Notices

UNIT 20, 10 BRIAR RD FELIXSTOW, SA 5070

Area

145m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

SHUO YIN
OF UNIT 20 10 BRIAR ROAD FELIXSTOW SA 5070

Description of Land

LOT 31 PRIMARY COMMUNITY PLAN 42394
IN THE AREA NAMED FELIXSTOW
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference

TRANSFER (T) 13579802

Dealing Date

30/07/2021

Sale Price

\$535,000

Sale Type

FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	13579803	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. (ACN: 005 357 522)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1903764540	CURRENT	Unit 20, 10 BRIAR ROAD, FELIXSTOW, SA 5070

Notations

Dealings Affecting Title



NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
15/04/2021 15:12	13504497	SCHEME DESCRIPTION	FILED
15/04/2021 15:12	13504498	DEVELOPMENT CONTRACT	FILED
20/08/2021 13:55	13596759	BY-LAWS	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	1903764540
Type	Site & Capital Value
Date of Valuation	01/01/2023
Status	CURRENT
Operative From	01/07/2021
Property Location	Unit 20, 10 BRIAR ROAD, FELIXSTOW, SA 5070
Local Government	NORWOOD PAYNEHAM & ST PETERS
Owner Names	SHUO YIN
Owner Number	18928763
Address for Notices	UNIT 20, 10 BRIAR RD FELIXSTOW, SA 5070
Zone / Subzone	HDN - Housing Diversity Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1330 - Townhouse - Defined As Home Unit With Both Ground And First Floor Areas
Description	5HG
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C42394 LOT 31	CT 6253/330

Values



Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$250,000	\$650,000			
Previous	\$235,000	\$550,000			

Building Details

Valuation Number	1903764540
Building Style	Conventional
Year Built	2020
Building Condition	Good
Wall Construction	Rendered
Roof Construction	Colourbond
Equivalent Main Area	140 sqm
Number of Main Rooms	5

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



Product
Date/Time
Customer Reference
Order ID

Check Search
20/03/2024 02:08PM
3868
20240320006329

Certificate of Title

Title Reference: CT 6253/330
Status: CURRENT
Edition: 3

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
15/04/2021	19/04/2021	13504497	SCHEME DESCRIPTION	FILED	C42394
15/04/2021	19/04/2021	13504498	DEVELOPMENT CONTRACT	FILED	C42394
20/08/2021	09/09/2021	13596759	BY-LAWS	FILED	C42394

Registrar-General's Notes

No Registrar-General's Notes exist for this title



Product
Date/Time
Customer Reference
Order ID

Historical Search
20/03/2024 02:08PM
3868
20240320006329

Certificate of Title

Title Reference: CT 6253/330
Status: CURRENT
Parent Title(s): CT 6253/321
Dealing(s) Creating Title: ACT 13504495
Title Issued: 19/04/2021
Edition: 3

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
30/07/2021	04/08/2021	13579803	MORTGAGE	REGISTERED	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. (ACN: 005 357 522)
30/07/2021	04/08/2021	13579802	TRANSFER	REGISTERED	SHUO YIN
06/07/2021	09/07/2021	13564212	DISCHARGE OF MORTGAGE	REGISTERED	12546332
15/06/2016	12/07/2016	12546332	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION (ACN: 007 457 141)

CERTIFICATE OF RATES AND CHARGES

Issued under Section 187 of the Local Government Act 1999



City of
Norwood
Payneham
& St Peters

To: Conatur Legal
1026 South Road
EDWARDSTOWN SA 5039

Date: 20/03/2024

Particulars of the Property:	
Assessment No	122185
Owner's Name	Mr S Yin
Valuation No	1903764540
Property Address	20/10 Briar Road FELIXSTOW 5070
Property Description	Lot: 31 CP: 42394 CT: 6253/330

175 The Parade
Norwood SA 5067

PO Box 204
Kent Town SA 5071

Telephone
8366 4555

Email
townhall@npsp.sa.gov.au

Website
www.npsp.sa.gov.au

Particulars of Rates and Charges Raised 2023-2024:	
Balance b/forward 2022-2023	\$0.00
2023-2024 Rates + Landscape Levy	\$1,276.10
Plus Legal Fees	\$0.00
Plus Fines & Interest	\$0.00
Less Concession/Rebate	\$0.00
Less Payments	-\$1,276.10
Plus Property Related Debts	
Balance Now Due and Payable	\$0.00
Settlement via BPay	Billers Code: 3251 Reference: 1221858



100% Australian Made
Recycled Paper

2023-2024 Rates including Landscape Levy	\$1,276.10
2023-2024 Capital Value	\$650,000

Please Note: The 4th quarter of rates will be due on 7 June 2024.

Notes for your information:

- The next date for Fines and Interest to be calculated is 9 April 2024.
- If Balance Due above is Nil, the rates have been paid to 30 June 2024.
- Upon settlement of the property, the total balance to 30 June 2024 is required to be paid to the Council. Action to recover unpaid rates will be taken against the owner of the property at the time of declaration of rates.
- A fine of 2% will be imposed on any current Rate not paid by the due date and interest at the prescribed rate will be added each month on unpaid arrears.
- This certificate relates only to the abovementioned assessment. If other assessments are included at the same address (eg: flats, shops, etc.) additional certificates will only be issued upon payment of additional fees.

Mario Barone
CHIEF EXECUTIVE OFFICER

Community
Well-being is...
Social Equity
Cultural Vitality
Economic Prosperity
Environmental
Sustainability



City of
Norwood
Payneham
& St Peters

City of Norwood Payneham & St Peters

Head Office: 175 The Parade, Norwood
Mailing Address: PO Box 204, KENT TOWN SA 5071
Telephone (08) 8366 4555

Property Information and Particulars in response to an enquiry pursuant to Section 7 of the Land & Business (Sale & Conveyancing Act 1994)

To: Conatur Legal
1026 South Road
EDWARDSTOWN SA 5039

Certificate Date: 20/03/2024
Certificate No: 25161

Details of Property Referred To:

Rates Assessment Number : 122185 8
Valuer General Number : 1903764540
Owner Details : Mr S Yin
Property Address : 20/10 Briar Road FELIXSTOW 5070
Property Description : Lot: 31 CP: 42394 CT: 6253/330
Hundred : Adelaide
Ward : Torrens Ward - Ward 2

Prescribed Encumbrances for 20/10 Briar Road FELIXSTOW 5070

Column 1 Prescribed encumbrance	Column 2 Other particulars required
Development Act 1993 (repealed)	
section 42—Condition (that continues to apply) of a development authorisation	Date of authorisation: 20 February 2019 Name of relevant authority that granted authorisation: The City of Norwood Payneham & St Peters Condition(s) of authorisation: See attached Decision Notification Form DA 155/C081/2019
Repealed Act conditions	
Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed)	Nature of condition(s): N/A

Column 1 Prescribed encumbrance	Column 2 Other particulars required
<i>Planning, Development and Infrastructure Act 2016</i>	
Part 5 – Planning and Design Code	Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): (Refer to PlanSA Section 7 extract report) Is there a State heritage place on the land or is the land situated in a State heritage area? NO Is the land designated as a local heritage place? NO Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? NO Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? YES For information on any proposed Code Amendments which may interest you, please refer to the PlanSA Website: https://plan.sa.gov.au/have_your_say/code-amendments
Section 127 - Condition (that continues to apply) of a development authorisation	(Refer to PlanSA Section 7 extract report)
<i>Development Act 1993 (repealed)</i>	
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 or perform work	NO
section 56—Notice to complete development	NO
section 57—Land management agreement	NO
section 69—Emergency order	NO
section 71—Fire safety notice	NO

Column 1 Prescribed encumbrance	Column 2 Other particulars required
section 84—Enforcement notice	NO
section 85(6), 85(10) or 106— Enforcement order	NO
Part 11 Division 2—Proceedings	NO
<i>Fire and Emergency Services Act 2005</i>	
section 105F (or section 56 or 83 (repealed))—Notice to take action to prevent outbreak or spread of fire	NO
<i>Food Act 2001</i>	
section 44—Improvement notice	NO
section 46—Prohibition order	NO
<i>Housing Improvement Act 1940 (repealed)</i>	
section 23—declaration that house is undesirable or unfit for human habitation	NO
Part 7 (rent control for substandard houses) – Notice or declaration	N/A
<i>Land Acquisition Act 1969</i>	
Section 10 – Notice of intention to acquire	NO
<i>Local Government Act 1934 (repealed)</i>	
Notice, order, declaration, charge, claim or demand given or made under the Act	NO
<i>Local Government Act 1999</i>	
Notice, order, declaration, charge, claim or demand given or made under the Act	NO
<i>Local Nuisance and Litter Control Act 2016</i>	
Section 30 – Nuisance or litter abatement notice	N/A

Column 1 Prescribed encumbrance	Column 2 Other particulars required
<i>Planning, Development and Infrastructure Act 2016</i>	
section 141 – Order to remove or perform work	NO
section 142 – Notice to complete development	NO
section 155 – Emergency order	NO
section 157 – Fire safety notice	NO
Section 192 or 193 – Land management agreement	(Refer to PlanSA Section 7 extract report)
section 198(1) – Requirement to vest land in a council or the Crown to be held as open space	NO
section 198(2) – Agreement to vest land in a council or the Crown to be held as open space	NO
Part 16 Division 1 – Proceedings	NO
section 213 – Enforcement notice	NO
section 214(6), 214(10) or 222- Enforcement order	Date order made: N/A Name of court that made order: Action number: Name of parties: Terms of order: Building work (if any) required to be carried out:
<i>Public and Environmental Health Act 1987 (repealed)</i>	
Part 3—Notice	NO
Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2—Condition (that continues to apply) of an approval	NO
Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19—Maintenance order (that has not been complied with)	NO

Column 1 Prescribed encumbrance	Column 2 Other particulars required
South Australian Public Health Act 2011	
Section 92-Notice	NO
South Australian Public Health (Wastewater) Regulations 2013 Part 4-Condition (that continues to apply) of an approval	NO
Other charges	
Charge of any kind affecting the land (not included in another item)	Person or body in whose favour charge exists: N/A Nature of charge: Amount of charge (if known):

Particulars of Building Indemnity Insurance

Note—Building indemnity insurance is not required for—

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

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

Building Indemnity Insurance is required....YES (refer above note):

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

Exemption from holding insurance:

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

N/A

If YES, give details:

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

Particulars relating to Environment Protection

Further information held by councils

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

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

YES

Description of Application	Community Title Land Division creating forty-three (43) Community Lots, the demolition of existing buildings (Felixstow Brain Injury Rehabilitation Centre) and the removal of ten (10) Regulated trees (including one regulated Street tree) and one (1) non regulated street tree, the construction of six (6) two-storey residential flat buildings and one (1) abutting detached dwelling comprising forty-nine (49) dwellings and associated garages, carports, fencing, landscaping, retaining walls and earthworks.
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Note—

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

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

It should be noted that—

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

This statement is made the **28 March 2024**

MARIO BARONE
CHIEF EXECUTIVE OFFICER



Data Extract for Section 7 search purposes

Valuation ID 1903764540

Data Extract Date: 28/03/2024

Parcel ID: C42394 F31

Certificate Title: CT6253/330

Property Address: UNIT 20 10 BRIAR RD FELIXSTOW SA 5070

Zones

Housing Diversity Neighbourhood (HDN)

Subzones

No

Zoning overlays

Overlays

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

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

Affordable Housing

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

Heritage Adjacency

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

Prescribed 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.

Stormwater Management

The Stormwater Management Overlay seeks to ensure new development incorporates water sensitive urban design techniques to capture and re-use stormwater.

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.

Urban Tree Canopy

The Urban Tree Canopy Overlay seeks to preserve and enhance urban tree canopy through the planting of new trees and retention of existing mature trees where practicable.

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

No

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No



City of
Norwood
Payneham
& St Peters

DECISION NOTIFICATION FORM

South Australia - Regulations Under the Development Act, 1993 - Regulation 42

FOR DEVELOPMENT APPLICATION NUMBER: 155/C081/2016
DATED: 08/11/2016
REGISTERED ON: 08/11/2016

TO:	D'Andrea & Associates Suite 11, 467 Fullarton Road HIGHGATE SA 5063
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LOCATION OF PROPOSED DEVELOPMENT

8-14 Briar Road FELIXSTOW 5070 Lot 1 DP 24316, Adelaide CT 5061/725

NATURE OF PROPOSED DEVELOPMENT

Community Title Land Division creating forty-three (43) Community Lots, the demolition of existing buildings and the removal of ten (10) Regulated trees (including one Regulated street tree) and one (1) non-regulated street tree, the construction of six (6) two-storey residential flat buildings and one (1) abutting detached dwelling comprising forty-nine (49) dwellings and associated garages, carports, fencing, landscaping, retaining walls and earthworks (155/081/16)

In respect of this proposed development you are informed that :

NATURE OF DECISION	DECISION	DATE	NO. OF CONDITIONS
DEVELOPMENT PLAN CONSENT	Granted	20/02/2017	9
LAND DIVISION CONSENT	Granted	03/03/2017	3
BUILDING RULES CONSENT STAGE ONE DEMOLITION OF EXISTING BUILDINGS AND THE REMOVAL OF TEN (10) REGULATED TREES (DOES NOT INCLUDE STREET TREES)	Certified	19/07/2017	1 as issued by Private Certifier
BUILDING RULES CONSENT STAGE 2 – FINAL CONSENT FOR 49 DWELLINGS	Certified	03/12/2018	5 as issued by Private Certifier
DEVELOPMENT APPROVAL – STAGE 2 FINAL	APPROVED		

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

The classification assigned to this building is Class 1a, for the purposes of Section 66 and Regulation 82 of the Development Act, 1993.

Pursuant to Regulation 48 this approval is valid for twelve (12) months. Substantial commencement or a request for an extension of time shall be undertaken during this period or the Approval will lapse. Council requires 24 hours' notice of commencement of this Development, please email buildingnotice@npsa.gov.au

Date of Decision: 20 February 2019 ☐ CAP or Delegate
Signed:  ☒ Council Chief Executive Officer or Delegate
☐ Private Certifier
Date: 20 February 2019 ☒ Sheets Attached



City of
Norwood
Payneham
& St Peters

DEVELOPMENT APPLICATION NUMBER: 155/C081/2016

APPLICANT: High Vision Investment Pty Ltd

LOCATION: 8-14 Briar Road FELIXSTOW 5070

PROPOSED DEVELOPMENT: Community Title Land Division creating forty-three (43) Community Lots, the demolition of existing buildings and the removal of ten (10) Regulated trees (including one Regulated street tree) and one (1) non-regulated street tree, the construction of six (6) two-storey residential flat buildings and one (1) abutting detached dwelling comprising forty-nine (49) dwellings and associated garages, carports, fencing, landscaping, retaining walls and earthworks (155/081/16)

DECISION Development Approved – Stage 2 Final

DATE OF DECISION: 20/02/2019

REASONS FOR DECISION

Consent is granted, as the proposed development is considered to accord sufficiently with the provisions of the Development Plan.

The following conditions have been imposed to reasonably ensure that the development will not impair the orderly and proper planning of the locality or detrimentally affect the amenity of the locality, having particular regard to the Principles of Development Control applicable to such a use in the locality.

DEVELOPMENT PLAN CONSENT

Relevant Plans

Pursuant to Section 44 (2) and (3) of the Development Act 1993 and except where varied by a Condition specified hereunder, it is required that the development be undertaken, used, maintained and operated in accordance with the following relevant plans, drawings, specifications and other documents, except where varied by the following conditions of consent:

- Plan of Community Title Land Division prepared by John C Bested & Associates Pty Ltd and received by the Council on 10 November 2016.
- Site Plan (excluding the indicative landscaping), Elevation Plans, Ground Floor Plans, First Floor Plans (Sheets 3 of 17, 5 to 11 of 17, 13 of 17 and 15 to 17 of 17) prepared by Alberto D'Andrea and Associates (as amended) and received by the Council on 9 January 2017.
- Site engineering plan prepared by Lelio Bibbo Consulting Engineers (as amended) and received by the Council on 10 January 2017.
- Landscaping and Lighting Plan prepared by Oxigen (dated January 2017) and received by the Council on 31 January 2017.
- Elevation Plans and Ground Floor Plans (Sheets 2 of 17, 4 of 17, 12 of 17 and 14 of 17) prepared by Alberto D'Andrea and Associates (as amended) and received by the Council on 17 February 2017.



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Conditions of Consent

1. All buildings shall be demolished and removed prior to the issuing of Section 51 Clearance.
2. A Stormwater Management Plan shall be prepared and provided to the Council with the documentation for Building Rules Consent, which illustrates stormwater discharge from the subject land being maintained at pre-development levels and includes investigation of the possible use of the stormwater easement to the east of the land to avoid reliance on pumps. On-site detention of stormwater may be required during high rainfall events. Sufficient storage (above or below ground) shall be provided to safely contain stormwater runoff from the contributing catchments for a 5 year ARI rainfall event.
3. Prior to Building Rules Consent, and to the satisfaction of the Council or its delegate, the Applicant is required to demonstrate the extent of pier and beam construction which will be required to maintain the health and structure of the adjacent street trees. Additionally, the Applicant is required to demonstrate how the health and structure of these trees will be maintained during the construction process, with regard to the associated site works, and the installation of utilities to each dwelling. This will require further investigation by a suitably qualified arborist as to the extent of appropriate tree protection zones for each tree and confirmation of the methodologies to be employed during construction, which may include supervision of the works by a suitably qualified arborist.
4. In regard to the removal of the nine (9) regulated trees on the subject land, payment of \$1,539 (\$171 per tree) shall be paid into the Council's Urban Tree Fund, prior to the tree removals herein approved being undertaken.
5. In regard to the removal of the two (2) Council Street Trees, all costs associated with the removal and replacement of these trees by the Council shall be entirely at the cost of the Applicant.
6. All areas nominated as landscaping or garden areas on the approved plans shall be planted in accordance with the final landscaping plan and schedule, prior to the occupation of the premises and shall be maintained to the reasonable satisfaction of the Council or its delegate.
7. Prior to Development Approval, the Applicant shall nominate on the plans submitted for Development Approval, suitable areas and enclosures for the storage of bins associated with Dwellings 2-10, 35-39, 42, 45, 46 and 48, to the reasonable satisfaction of the Council or its delegate.
8. The design of Residential Flat Building 6 shall be amended to incorporate canopy or verandah elements to the windows and doors on the side and rear elevations of the building and the balconies of the upper level apartments in order to provide better protection from the summer sun, to the reasonable satisfaction of the Council or its delegate.
9. The upper level balconies of Residential Flat Building 6 shall be screened to ensure the privacy of the dwellings located on the adjacent land to the reasonable satisfaction of the Council or its delegate.

BUILDING RULES CONSENT

Conditions of Consent

See attached conditions and notes per the Certifiers Building Rules Consent dated 03/12/2018.



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ADVISORY NOTE(S)

1. The Applicant is encouraged to retain, reuse or relocate the existing palm trees on the subject land and notes the Applicant's intention to do so.
2. The Applicant is advised that any works undertaken on Council owned land (including but not limited to works relating to crossovers, driveways, footpaths, street trees and stormwater connections) will require the approval of the Council's Urban Services Department, prior to any works being undertaken. Further information may be obtained by contacting the Council's Urban Services Department on 8366 4513.

All works on Council owned land required as part of this development are likely to be at the Applicant's cost.

3. The granting of this consent does not remove the need for the Applicant to obtain all other consents which may be required by any other legislation or regulation.

The Applicant's attention is particularly drawn to the requirements of the Fences Act 1975 regarding notification of any neighbours affected by new boundary development or boundary fencing. Further information is available in the 'Fences and the Law' booklet available through the Legal Services Commission available at www.lsc.sa.gov.au. Alternatively a hard copy can be mailed to you on request by contact the Planning Department on 8366 4530 or 8366 4508.

The Applicant's attention is also drawn to the need to consult all relevant electricity suppliers with respect to high voltage power lines.

4. The Council has not surveyed the subject land and has, for the purpose of its assessment, assumed that all dimensions and other details provided by the Applicant are correct and accurate. It is recommended that a building identification survey plan be obtained by a licensed surveyor prior to the development being undertaken, so as to avoid any encroachment onto adjoining land, Building Code compliance issues, and to ensure the development is sited in accordance with this consent/approval.
5. The Applicant is reminded of its responsibilities under the Environment Protection Act 1993 to not harm the environment. Specifically, paint, plaster, concrete, brick wastes and wash waters should not be discharged into the stormwater system, litter should be appropriately stored on site pending removal, excavation and site disturbance should be limited, entry/exist points to the site should be managed to prevent soil being carried off site by vehicles, sediment barriers should be used (particularly on sloping sites), and material stockpiles should all be placed on site and not on the footpath or public roads or reserves. Further information is available by contacting the EPA on 8204 2004.
6. This Development Plan Consent will lapse within 12 months of the date of this notice unless full development Approval has been obtained.

Kathryn Clausen
SENIOR URBAN PLANNER

20 February 2019



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& St Peters

IMPORTANT NOTICE

- The developer or building owner shall provide 20mm rubble on the site prior to work commencing, in areas of vehicular traffic to ensure compliance with the requirements of the Environmental Protection Agency. It is to be placed in such a way to minimise the amount of soil (mud and dust) transferred over public areas and into the street.
- **Boundary survey prior to commencing construction**
The person proposing to undertake the work shall ensure that no part of the proposed building work is to overhand the boundary of the site. It is strongly recommended that a Licensed Surveyor be engaged to undertake a survey before work commences to establish the location of the boundary.
- The owner of any building to be erected or altered which is used for food preparation, is obliged to obtain consent from the Eastern Health Authority. (phone 8132 3600)
- **Important:** This approval does not imply compliance with the Electricity Act, 1996 (in relation to minimum clearance distances of power lines adjacent to buildings), the (State) Equal Opportunity Act, 1995, the Occupational Health, Safety and Welfare Act 1991, or with Commonwealth Disability Discrimination Act, 1993 or with any regulations under those Acts. It is the responsibility of the owner and the person erecting the building to ensure compliance with same.

Building work adjacent to street boundaries is required to be provided with a hoarding and a license for the hoarding shall be obtained from the Council. Contact 8366 4525.

Your attention is drawn to the provisions of Section 60 of the Development Act 1993 which provide that:

Pursuant to Section 60 of the Development Act 1993, work that affects stability:

1. Where a building owner proposes to carry out building work of a prescribed nature that is, in accordance with the regulations to be treated for the purposes of this section as building work that affects the stability of other land or premises ("the affected land or premises") the following provisions apply:
 - (a) The building owner must, at least 28 days before the building work is commenced, cause to be served on the owner of the affected land or premises a notice of intention to perform the building work and the nature of the work; and
 - (b) The building owner must (in addition to complying with any condition imposed by a relevant authority at the time of approval) take such precautions as may be prescribed to protect the affected land or premises, carry out such other building work in relation to that land or premises as that adjoining owner is authorised by the regulations to require; and
 - (c) Nothing in this section relieves the building owner from liability for injury resulting from the performance of any building work.
2. A building owner who fails to comply with a provision under subsection (1) IS GUILTY OF AN OFFENCE.

Penalty: \$4,000 (maximum penalty)

A building owner may apply to the Court for a determination of what proportion (if any) of the expense incurred by the building owner in the performance of the building work requested by the owner of affected land or premises under subsection (1) should be borne by the owner of that and premises, and the building owner may recover an amount determined by the Court from the owner of the affected land or premises as a debt.

Your attention is drawn to the provisions of Regulation 75 of the Development Regulations 1993 which provides that in respect of building work affecting other land

It must be assumed in designing, and assessing the design of a building that it is possible that an excavation which intersects (but does not extend beyond) a notional plane extending downwards from the boundary at the site at a slope of 1 vertical to 2 horizontal from a point 600 millimetres below natural ground level at the boundary could be undertaken on an adjoining site.

Regulation 75(2) provides that, work of the following nature is prescribed as building work which is to be treated for the purposes of that section as building work that affects the stability of other land or premises, namely:

- an excavation which intersects a notional plane extending downwards at a slope of 1 vertical to 2 horizontal from a point 600 millimetres below natural ground level at a boundary with an adjoining site (as depicted by the example shown as figure 1 in schedule 15); or
- an excavation which intersects any notional plane extending downwards at a slope of 1 vertical to 2 horizontal from a point 600 millimetres below natural ground level at a boundary with an adjoining site (as depicted by the example shown as figure 2 in schedule 15); or
- any fill which is within 600 millimetres of an adjoining site, other than where the fill is not greater than 200 millimetres in depth (or height) and is for landscaping, gardening or other similar purposes.

For the purposes of section 60 (1) (b) of the Act, the owner of the affected land or premises may require the building owner to shore up any excavation or to underpin, stabilise or otherwise strengthen the foundations of any building to the extent specified by a professional engineer engaged by the owner of the affected land or premises.



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The building owner must pay the reasonable costs of obtaining a report and plans and specifications from a professional engineer for the purposes of sub-regulation (3).

In sub regulations (3) and (4):

'professional engineer' means a person who is:

(a) a corporate member of the Institution of Engineers, Australia who has appropriate experience and competence in the field of civil and geotechnical engineering; or a person who is registered on the National Professional Engineers Register administered by the institution of Engineers, Australia and who has appropriate experience and competence in the field of civil and geotechnical engineering.

- **Section 233 of the Local Government Act 1999** provides that, where damage to Council roads, footpaths or kerbing occurs as a result of the development, the owner / applicant shall be responsible for the cost of repairs to the damage.
- A separate application to the Council Works and Technical Services Department is required for any installation of or modification to stormwater drains, underground electrical services or crossovers etc beyond the property alignment. Contact 8360 9000.

The applicant shall at his/her own expense in all things carry out all alterations to existing inverts, watertables, footpaths pavements or other works in the public roads adjacent to the subject land necessary to give effect to the demolition of buildings or structures, siteworks and the construction of the buildings or structures and other works forming part of the development approval to the reasonable satisfaction of the Council and shall at his /her own expense in all things repair and make good any damage to any such inverts, kerbs, watertables, footpaths, pavements, or other such works to the reasonable satisfaction of the Council.

- An approved toilet privy is to be sensitively located on the site prior to any building work commencing. The privy should be suitably braced against overturning. No long drop toilets shall be used on site, only chemical toilets or toilets connected to the sewer shall be used.
- A minimum standard for refuse containers on a building site to restrain 'blowable' materials is to be either;
 - (a) a commercial type removable 'SKIP' type container (provided by a waste removal company) of adequate size for the building project (min 1.5m) with a top closable lid, or
 - (b) a suitable prefabricated rectangular (or square) enclosure of robust construction (ie steel sheeting material or steel mesh F72 or better - not chicken or bird wire) and located so as not to be demolished by vehicles off loading.
- The applicant is encouraged to install and maintain a rainwater tank to the dwelling(s) hereby granted authorisation.



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Building Notifications – Important New Requirements from July 2012

As from July 2012, the State Government has introduced fines of \$500 for failure to notify the Council at certain stages of construction. Please read the following important information to ensure that you and those acting on your behalf are fulfilling your/their obligations.

At What Stages of Construction is Notification to the Council Required?

In accordance with Regulation 74(1) of the *Development Regulations 2008*, notifications to the Council are required at the following stages of construction, insofar as they are applicable to the building work being undertaken:

- (a) 1 business day's notice of the intended commencement of building work on the site; and
- (b) 1 business day's notice of completion of structural steel reinforcement for concrete footings or other floors; and
- (c) 1 business day's notice of the completion of all roof framing forming part of the building work (including top and bottom chord restraints, bracing and tie-downs)*; and
- (d) 1 business day's notice of the completion of all masonry walls; and
- (e) 1 business day's notice of completion of the building work.

* Where notice is given in relation to the completion of roof framing, the person who gives the notice must, within 1 business day after the notice is given, provide to the council a duly completed **supervisor's checklist** relating to the roof framing, signed by a registered building work supervisor, being a registered building work supervisor who has undertaken any training required and recognised under a scheme (if any) approved by the Minister.

A person **must not conceal** any completed roof framing until after the expiration of 2 clear business days after the notice of completion of roof framing has been received by the council.

Who is Required to Give the Notification?

The licensed building work contractor who is carrying out the work or who is in charge of carrying out the work, or if there is no such licensed building work contractor, the building owner is required to give notice to the Council.

What Structures are Exempt from the Notification Requirements?

Class 10 buildings under the Building Code are exempt from the notification requirements, other than where the Class 10 building is attached to any part of the roof framing of a building of another class. Transportable buildings are also exempt.

How Can Notification be Given to the Council?

The required notices may be given—

- (a) by email transmission to buildingnotice@npsp.sa.gov.au; or
- (b) by telephoning the Council's Development Assessment team on 08 8366 4530; or
- (c) by faxing it to the council on 08 8332 6338; or
- (d) by posting it to the council at 175 The Parade, Norwood SA 5067, ensuring that the date received by the Council accords with the notice requirements; or
- (e) by hand delivering a written notice with a duly authorised officer of the council.

In either case, the notices must include the name, address and telephone number of the persons who are proposed to sign Parts A and B of the Statement of Compliance under Schedule 19A (if relevant).

What Penalties Apply for Failure to Notify?

A person who breaches any of the requirements outlined in this information sheet is guilty of an offence with an expiation fee of \$500 or a maximum penalty of \$10 000.

Professional Building Services Australia Pty Ltd
 607 MARION RD, SOUTH PLYMPTON SA 5038
 Ph. 8374 2211 Fax. 8374 3322 email – pbs@pbsaust.com.au ACN 063 490 880

COUNCIL COPY

DECISION NOTIFICATION FORM

DEVELOPMENT NO.: 155/D081/2016

PBS REFERENCE NO.: 44792 'A'

DEVELOPMENT APPLICATION Received: 15 August 2018

To:

D'Andrea & Associates
 Suite 11, 467 Fullarton Road
 HIGHGATE SA 5063

CITY OF NORWOOD, PAYNEHAM & ST PETERS	
FILE NO./S 2016.01	FOLIO NO. 367903
- 6 DEC 2018	
EMPLOYEE TBA	INITIALS

LOCATION OF PROPOSED DEVELOPMENT

8-14 Briar Road FELIXSTOW

NATURE OF PROPOSED DEVELOPMENT

Community Title Land Division, creating forty-three (43) Community Lots, the demolition of existing buildings and the removal of ten (10) Regulated Trees (including one Regulated Street Tree) and one (1) non-regulated Street Tree, the construction of six (6) two-storey residential flat buildings and one (1) abutting detached dwelling comprising forty-nine (49) dwellings and associated garages, carport, fencing, landscaping, retaining walls and earthworks (155/081/16)
 Stage 2 – Final Consent for 49 Dwellings

IN RESPECT OF THIS PROPOSED DEVELOPMENT YOU ARE INFORMED THAT:

NATURE OF DECISION	CONSENT GRANTED	NUMBER OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
<u>Development Plan Consent</u>	20/02/2017	NINE		
<u>Building Rules Consent</u>	3/12/2018	FIVE		
<u>Development Approval</u>	TO BE ISSUED BY COUNCIL			

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

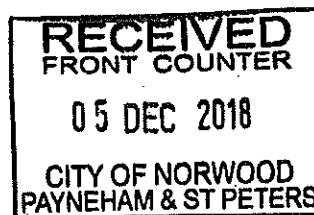
This building has been assigned a classification 1a (dwellings) for the purpose of Section 66 of the Development Act.

Dated: 3 December 2018

Signed: Grant Riches



Building Surveyor / Private Certifier



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.

NOTES FOR APPLICANTS

1. This decision was based on an assessment of the proposal against relevant legislation. Conditions imposed were designed to ensure satisfactory compliance with it.
2. You may have a right of appeal if this Notification is:
A refusal, OR
A consent or approval with conditions

Such an appeal must be lodged within two months of the day on which you receive this notice or such longer time as the Environment, Resources & Development Court may allow.
3. If your Application was the subject of third party representations, any consent or consent subject to conditions shall not operate until after fifteen business days from the date of the decision made on your application.

If there is an appeal by a third party, any consent or approval, or any consent or approval with conditions shall not operate until a determination of the appeal. Please contact the Environment, Resources & Development Court fifteen business days from the date of the decision on your application to find out if there has been an appeal lodged.
4. This development must be substantially commenced (for land division, you must apply for certificates of approval) within 12 months of the date of this Notification unless this period has been extended by the Council or Development Assessment Commission.

AND

Any act or work approved or required by this Notification must be completed within 3 years of the date of Notification or a longer time as allowed by the Council or the Development Assessment Commission.

You will require a new approval before commencing or continuing the development if you are unable to satisfy these requirements.

5. **Any new building or part thereof (except Class 1A and outbuildings) the subject of this approval/consent must not be occupied until a Certificate of Occupancy has been issued by Council or PBS Australia.**

To facilitate the issue of the Certificate of Occupancy, the owner must lodge with the Council or PBS Australia a Written Statement from a suitably qualified person.

In order for an owner to obtain a Certificate of Occupancy, Council or PBS Australia, must obtain a Written Statement from a licensed builder, who was responsible for undertaking any part of the building work, or from a person who holds the appropriate qualifications as prescribed in Part 15 of the Development Regulations, et. Building Surveyor, Assistant Building Surveyor, Building Surveying Technician, Registered Architect, and Private Certifier, which the building work has been carried out in accordance with the approval. The statement must also include information to the effect that any connections made to any:

- (a) public electricity source;
- (b) public water supply;
- (c) public sewer;
- (d) septic tank effluent drainage system;
- (e) public telecommunications system;
- (f) other service or facility provided by a public authority or utility

have been made in accordance with the requirements of the relevant authority or utility.

Where there is no licensed builder, notice to Council must be given, prior to the commencement of the work, of the name, address and telephone number of the person who is to provide the written statement.

The owner is to apply in writing for a Certificate of Occupancy.

6. Dwellings (Class 1A buildings) do not require a Certificate of Occupancy; however written statements are required to be lodged with the relevant authority. Owner builders may sign statements for work they are responsible for. If licensed builders (subcontractors) are engaged they are required to sign statements pertaining to the standard of work they have performed.

For any clarification of any above item, please contact our office on (08) 8374 2211

PBS Ref: 44792 'A'
Development No.: 155/D081/2016

BUILDING RULES CONSENT CONDITIONS

- 1 Mechanical ventilation must be provided to internal toilets and the like and in accordance with Clause 3.8.5 of Volume Two of the National Construction Code must discharge to the atmosphere or to a well ventilated roof.
- 2 A licensed builder must carry out the building work and that builder must take out the necessary Indemnity Insurance. The Certificate of Indemnity Insurance must be provided to Professional Building Services Australia on or before three business days of the commencement of the building work.
- 3 The development shall be undertaken in accordance with the Council approved Development Plan Consent plans and conditions subject only to the variations specified in the Schedule 22A – Certificate of Consistency.
- 4 Your attention is drawn to the requirements/recommendations in the energy assessment report which forms part of this Building Rules Consent. These requirements/recommendations are to take precedence over other documents.
- 5 Any bedroom window opening, being less than 1.7m above the floor level and the window is 2m or more above the surface beneath shall not permit a 125mm sphere to pass through it.

BUILDING RULES CONSENT NOTES

- 1 Notification by the owner must be given to the Council at the following stages:
 - one business day's notice of the intended commencement of building work on the site, and
 - one business days notice of the completion of the building work.Council may have a requirement to be notified at other stages of construction. It is strongly recommended you read all documentation from Council to ensure you do not commit an offence under the Development Act 1993.
- 2 Notice of intended commencement of building work must also include the name, address and telephone number of the persons to sign Parts A and B of the Statement of Compliance.
- 3 Pursuant to Regulation 83 AB (Class 1a buildings) of the Development Regulations 1993 the licensed builder or if there is no licensed builder a private certifier or registered building work supervisor must provide Professional Building Services Australia with a written statement declaring that the building work has been carried out in accordance with the building Consent documents. This statement must be provided within 10 days after occupation of the dwelling.
- 4 Protection of the building against attack by subterranean termites must comply with the provisions of Part 3.1.3 of the National Construction Code, Volume Two or Part B1 of the National Construction Code, Volume One. Additional precautions may be necessary in certain circumstances, such as building close to an allotment boundary, where the perimeter protection can be bridged.



**Professional Building
Services Australia Pty Ltd**

ACN 063 490 880
ABN 52 215 566 320

Private Certification
Building Surveying
Town Planning

607 Marion Road
South Plympton
South Australia 5038

Phone: (08) 8374 2211
Fax: (08) 8374 3322
Email: pbs@pbsaust.com.au
www.pbsaust.com.au

Schedule 22A – Certificate of Consistency

I verify that I have examined carefully a copy of the development plan consent (including any conditions and notes) described below, together with a copy of the plans approved and endorsed pursuant to regulation 42(4) of the *Development Regulations 2008* for that consent.

The plans and supporting documentation submitted for building rules consent have been assessed for compliance with the Building Rules, while the development plan consent plans have been reviewed to ensure that all buildings and structures included in the building rules assessment are consistent with the development plan consent.

I hereby certify in accordance with regulation 92(2)(e) of the *Development Regulations 2008* that the building rules consent

issued on: 3 December 2018

for: Community Title Land Division, creating forty-three (43) Community Lots, the demolition of existing buildings and the removal of ten (10) Regulated Trees (including one Regulated Street Tree) and one (1) non-regulated Street Tree, the construction of six (6) two-storey residential flat buildings and one (1) abutting detached dwelling comprising forty-nine (49) dwellings and associated garages, carports, fencing, landscaping, retaining walls and earthworks (155/081/16)
Stage 2 – Final Consent for 49 Dwellings

at: 8-14 Briar Road **FELIXSTOW**

is consistent with the following development authorization (including any conditions and notes) giving development plan consent

Development Number: 155/D081/2016

issued on: 20 February 2017

by: City of Norwood, Payneham & St Peters

subject only to the variation specified below in the Table of Variations to meet Regulatory Requirements, attached for the purposes of Section 93(2) of the *Development Act 1993*, which are necessary for compliance with the Building Rules or any other legislation specified therein.

Registered Private Certifier: Grant K Riches

Registration Number: 026

Date: 3 December 2018

Table of variations to meet regulatory requirements pursuant to Section 93(2) of the *Development Act 1993*

Item	Legislation/Regulation/Code	Reason for Variation

Registered Private Certifier: Grant K Riches

Registration number: 026

Date: 3 December 2018

PBS Ref: 44792 'A'



City of
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Payneham
& St Peters

DECISION NOTIFICATION FORM

South Australia - Regulations Under the Development Act, 1993 - Regulation 42

FOR DEVELOPMENT APPLICATION NUMBER: 155/D081/2016
DATED: 08/11/2016
REGISTERED ON: 08/11/2016

TO:	High Vision Investment Pty Ltd C/- John C Bested & Associates Pty Ltd 362 Magill Road KENSINGTON PARK SA 5068
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LOCATION OF PROPOSED DEVELOPMENT

8-14 Briar Road FELIXSTOW 5070 Lot 1 DP 24316, Adelaide CT 5061/725

NATURE OF PROPOSED DEVELOPMENT

Community Title Land Division creating forty-three (43) Community Lots, the demolition of existing buildings and the removal of ten (10) Regulated trees (including one Regulated street tree) and one (1) non-regulated street tree, the construction of six (6) two-storey residential flat buildings and one (1) abutting detached dwelling comprising forty-nine (49) dwellings and associated garages, carports, fencing, landscaping, retaining walls and earthworks (155/081/16)

In respect of this proposed development you are informed that :

NATURE OF DECISION	DECISION	DATE	NO. OF CONDITIONS
DEVELOPMENT PLAN CONSENT	Granted	20/02/2017	9
LAND DIVISION CONSENT	Granted	03/03/2017	3
BUILDING RULES CONSENT STAGE ONE DEMOLITION OF EXISTING BUILDINGS AND THE REMOVAL OF TEN (10) REGULATED TREES (DOES NOT INCLUDE STREET TREES)	Certified	19/07/2017	1 as issued by Private Certifier
DEVELOPMENT APPROVAL – STAGE ONE	APPROVED		

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

The classification assigned to this building is Class N/A, for the purposes of Section 66 and Regulation 82 of the Development Act, 1993.

Pursuant to Regulation 48 this approval is valid for twelve (12) months. Substantial commencement or a request for an extension of time shall be undertaken during this period or the Approval will lapse. Council requires 24 hours notice of commencement of this Development, please ring 8366 4569 or 8366 4576 or email buildingnotice@npsa.gov.au

Date of Decision:	31 July 2017	☐ DAP or Delegate
Signed:		☒ Council Chief Executive Officer or Delegate
Date:	31 July 2017	☐ Private Certifier
		☒ Sheets Attached



City of
Norwood
Payneham
& St Peters

DEVELOPMENT APPLICATION NUMBER:	155/D081/2016
APPLICANT:	High Vision Investment Pty Ltd
LOCATION:	8-14 Briar Road FELIXSTOW 5070
PROPOSED DEVELOPMENT:	Community Title Land Division creating forty-three (43) Community Lots, the demolition of existing buildings and the removal of ten (10) Regulated trees (including one Regulated street tree) and one (1) non-regulated street tree, the construction of six (6) two-storey residential flat buildings and one (1) abutting detached dwelling comprising forty-nine (49) dwellings and associated garages, carports, fencing, landscaping, retaining walls and earthworks (155/081/16)
DECISION	Development Approved – Stage One
DATE OF DECISION:	31/07/2017

REASONS FOR DECISION

Consent is granted, as the proposed development is considered to accord sufficiently with the provisions of the Development Plan.

The following conditions have been imposed to reasonably ensure that the development will not impair the orderly and proper planning of the locality or detrimentally affect the amenity of the locality, having particular regard to the Principles of Development Control applicable to such a use in the locality.

DEVELOPMENT PLAN CONSENT

Relevant Plans

Pursuant to Section 44 (2) and (3) of the Development Act 1993 and except where varied by a Condition specified hereunder, it is required that the development be undertaken, used, maintained and operated in accordance with the following relevant plans, drawings, specifications and other documents, except where varied by the following conditions of consent:

- Plan of Community Title Land Division prepared by John C Bested & Associates Pty Ltd and received by the Council on 10 November 2016.
- Site Plan (excluding the indicative landscaping), Elevation Plans, Ground Floor Plans, First Floor Plans (Sheets 3 of 17, 5 to 11 of 17, 13 of 17 and 15 to 17 of 17) prepared by Alberto D'Andrea and Associates (as amended) and received by the Council on 9 January 2017.
- Site engineering plan prepared by Lelio Bibbo Consulting Engineers (as amended) and received by the Council on 10 January 2017.
- Landscaping and Lighting Plan prepared by Oxigen (dated January 2017) and received by the Council on 31 January 2017.
- Elevation Plans and Ground Floor Plans (Sheets 2 of 17, 4 of 17, 12 of 17 and 14 of 17) prepared by Alberto D'Andrea and Associates (as amended) and received by the Council on 17 February 2017.



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Conditions of Consent

1. All buildings shall be demolished and removed prior to the issuing of Section 51 Clearance.
2. A Stormwater Management Plan shall be prepared and provided to the Council with the documentation for Building Rules Consent, which illustrates stormwater discharge from the subject land being maintained at pre-development levels and includes investigation of the possible use of the stormwater easement to the east of the land to avoid reliance on pumps. On-site detention of stormwater may be required during high rainfall events. Sufficient storage (above or below ground) shall be provided to safely contain stormwater runoff from the contributing catchments for a 5 year ARI rainfall event.
3. Prior to Building Rules Consent, and to the satisfaction of the Council or its delegate, the Applicant is required to demonstrate the extent of pier and beam construction which will be required to maintain the health and structure of the adjacent street trees. Additionally, the Applicant is required to demonstrate how the health and structure of these trees will be maintained during the construction process, with regard to the associated site works, and the installation of utilities to each dwelling. This will require further investigation by a suitably qualified arborist as to the extent of appropriate tree protection zones for each tree and confirmation of the methodologies to be employed during construction, which may include supervision of the works by a suitably qualified arborist.
4. In regard to the removal of the nine (9) regulated trees on the subject land, payment of \$1,539 (\$171 per tree) shall be paid into the Council's Urban Tree Fund, prior to the tree removals herein approved being undertaken.
5. In regard to the removal of the two (2) Council Street Trees, all costs associated with the removal and replacement of these trees by the Council shall be entirely at the cost of the Applicant.
6. All areas nominated as landscaping or garden areas on the approved plans shall be planted in accordance with the final landscaping plan and schedule, prior to the occupation of the premises and shall be maintained to the reasonable satisfaction of the Council or its delegate.
7. Prior to Development Approval, the Applicant shall nominate on the plans submitted for Development Approval, suitable areas and enclosures for the storage of bins associated with Dwellings 2-10, 35-39, 42, 45, 46 and 48, to the reasonable satisfaction of the Council or its delegate.
8. The design of Residential Flat Building 6 shall be amended to incorporate canopy or verandah elements to the windows and doors on the side and rear elevations of the building and the balconies of the upper level apartments in order to provide better protection from the summer sun, to the reasonable satisfaction of the Council or its delegate.
9. The upper level balconies of Residential Flat Building 6 shall be screened to ensure the privacy of the dwellings located on the adjacent land to the reasonable satisfaction of the Council or its delegate.

LAND DIVISION CONSENT

Conditions of Consent

1. The financial requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage services (SA Water H0052461).



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2. Payment of \$280,392 into the Planning and Development Fund (42 allotments @ \$6676/allotment). Payment may be made by credit card via the internet at www.edala.sa.gov.au or by phone (7109 7018), by cheque payable to the Development Assessment Commission marked "Not Negotiable" and sent to GPO Box 1815, Adelaide 5001 or in person, at Ground Floor, 101 Grenfell Street, Adelaide.
3. A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the Development Assessment Commission for Land Division Certificate purposes.

Note(s):

1. The Applicant is encouraged to retain, reuse or relocate the existing palm trees on the subject land and notes the Applicant's intention to do so.
2. The Applicant is advised that any works undertaken on Council owned land (including but not limited to works relating to crossovers, driveways, footpaths, street trees and stormwater connections) will require the approval of the Council's Urban Services Department, prior to any works being undertaken. Further information may be obtained by contacting the Council's Urban Services Department on 8366 4513.

All works on Council owned land required as part of this development are likely to be at the Applicant's cost.

3. The granting of this consent does not remove the need for the Applicant to obtain all other consents which may be required by any other legislation or regulation.

The Applicant's attention is particularly drawn to the requirements of the Fences Act 1975 regarding notification of any neighbours affected by new boundary development or boundary fencing. Further information is available in the 'Fences and the Law' booklet available through the Legal Services Commission available at www.lsc.sa.gov.au. Alternatively a hard copy can be mailed to you on request by contact the Planning Department on 8366 4530 or 8366 4508.

The Applicant's attention is also drawn to the need to consult all relevant electricity suppliers with respect to high voltage power lines.

4. The Council has not surveyed the subject land and has, for the purpose of its assessment, assumed that all dimensions and other details provided by the Applicant are correct and accurate. It is recommended that a building identification survey plan be obtained by a licensed surveyor prior to the development being undertaken, so as to avoid any encroachment onto adjoining land, Building Code compliance issues, and to ensure the development is sited in accordance with this consent/approval.
5. The Applicant is reminded of its responsibilities under the Environment Protection Act 1993 to not harm the environment. Specifically, paint, plaster, concrete, brick wastes and wash waters should not be discharged into the stormwater system, litter should be appropriately stored on site pending removal, excavation and site disturbance should be limited, entry/exist points to the site should be managed to prevent soil being carried off site by vehicles, sediment barriers should be used (particularly on sloping sites), and material stockpiles should all be placed on site and not on the footpath or public roads or reserves. Further information is available by contacting the EPA on 8204 2004.



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6. This Development Plan Consent will lapse within 12 months of the date of this notice unless full development Approval has been obtained.

BUILDING RULES CONSENT

Conditions of Consent

See attached conditions and notes per the Certifiers Building Rules Consent dated 19/07/2017.

Graeme Gibson
URBAN PLANNER

31 July 2017



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IMPORTANT NOTICE

- The developer or building owner shall provide 20mm rubble on the site prior to work commencing, in areas of vehicular traffic to ensure compliance with the requirements of the Environmental Protection Agency. It is to be placed in such a way to minimise the amount of soil (mud and dust) transferred over public areas and into the street.
- Boundary survey prior to commencing construction**
The person proposing to undertake the work shall ensure that no part of the proposed building work is to overhand the boundary of the site. It is strongly recommended that a Licensed Surveyor be engaged to undertake a survey before work commences to establish the location of the boundary.
- The owner of any building to be erected or altered which is used for food preparation, is obliged to obtain consent from the Eastern Health Authority. (phone 8132 3600)
- Important:** This approval does not imply compliance with the Electricity Act, 1996 (in relation to minimum clearance distances of power lines adjacent to buildings), the (State) Equal Opportunity Act, 1995, the Occupational Health, Safety and Welfare Act 1991, or with Commonwealth Disability Discrimination Act, 1993 or with any regulations under those Acts. It is the responsibility of the owner and the person erecting the building to ensure compliance with same.
- Building work adjacent to street boundaries is required to be provided with a hoarding and a license for the hoarding shall be obtained from the Council. Contact 8366 4525.

Your attention is drawn to the provisions of Section 60 of the Development Act 1993 which provide that:

Pursuant to Section 60 of the Development Act 1993, work that affects stability:

- Where a building owner proposes to carry out building work of a prescribed nature that is, in accordance with the regulations to be treated for the purposes of this section as building work that affects the stability of other land or premises ("the affected land or premises") the following provisions apply:
 - The building owner must, at least 28 days before the building work is commenced, cause to be served on the owner of the affected land or premises a notice of intention to perform the building work and the nature of the work; and
 - The building owner must (in addition to complying with any condition imposed by a relevant authority at the time of approval) take such precautions as may be prescribed to protect the affected land or premises, carry out such other building work in relation to that land or premises as that adjoining owner is authorised by the regulations to require; and
 - Nothing in this section relieves the building owner from liability for injury resulting from the performance of any building work.
- A building owner who fails to comply with a provision under subsection (1) IS GUILTY OF AN OFFENCE.

Penalty: \$4,000 (maximum penalty)

A building owner may apply to the Court for a determination of what proportion (if any) of the expense incurred by the building owner in the performance of the building work requested by the owner of affected land or premises under subsection (1) should be borne by the owner of that a or premises, and the building owner may recover an amount determined by the Court from the owner of the affect land or premises as a debt.

Your attention is drawn to the provisions of Regulation 75 of the Development Regulations 1993 which provides that in respect of building work affecting other land

It must be assumed in designing, and assessing the design of a building that it is possible that an excavation which intersects (but does not extend beyond) a notional plane extending downwards from the boundary at the site at a slope of 1 vertical to 2 horizontal from a point 600 millimetres below natural ground level at the boundary could be undertaken on an adjoining site.

Regulation 75(2) provides that, work of the following nature is prescribed as building work which is to be treated for the purposes of that section as building work that affects the stability of other land or premises, namely:

- an excavation which intersects a notional plane extending downwards at a slope of 1 vertical to 2 horizontal from a point 600 millimetres below natural ground level at a boundary with an adjoining site (as depicted by the example shown as figure 1 in schedule 15); or
- an excavation which intersects any notional plane extending downwards at a slope of 1 vertical to 2 horizontal from a point 600 millimetres below natural ground level at a boundary with an adjoining site (as depicted by the example shown as figure 2 in schedule 15); or
- any fill which is within 600 millimetres of an adjoining site, other than where the fill is not greater than 200 millimetres in depth (or height) and is for landscaping, gardening or other similar purposes.

For the purposes of section 60 (1) (b) of the Act, the owner of the affected land or premises may require the building owner to shore up any excavation or to underpin, stabilise or otherwise strengthen the foundations of any building to the extent specified by a professional engineer engaged by the owner of the affected land or premises.



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The building owner must pay the reasonable costs of obtaining a report and plans and specifications from a professional engineer for the purposes of sub-regulation (3).

In sub regulations (3) and (4):

'professional engineer' means a person who is:

(a) a corporate member of the Institution of Engineers, Australia who has appropriate experience and competence in the field of civil and geotechnical engineering; or a person who is registered on the National Professional Engineers Register administered by the Institution of Engineers, Australia and who has appropriate experience and competence in the field of civil and geotechnical engineering.

- Section 223 of the Local Government Act 1999 provides that, where damage to Council roads, footpaths or kerbing occurs as a result of the development, the owner / applicant shall be responsible for the cost of repairs to the damage.
- A separate application to the Council Works and Technical Services Department is required for any installation of or modification to stormwater drains, underground electrical services or crossovers etc beyond the property alignment. Contact 8360 9000.
- The applicant shall at his/her own expense in all things carry out all alterations to existing inverts, watertables, footpaths pavements or other works in the public roads adjacent to the subject land necessary to give effect to the demolition of buildings or structures, siteworks and the construction of the buildings or structures and other works forming part of the development approval to the reasonable satisfaction of the Council and shall at his /her own expense in all things repair and make good any damage to any such inverts, kerbs, watertables, footpaths, pavements, or other such works to the reasonable satisfaction of the Council.
- An approved toilet privy is to be sensitively located on the site prior to any building work commencing. The privy should be suitably braced against overturning. No long drop toilets shall be used on site, only chemical toilets or toilets connected to the sewer shall be used.
- A minimum standard for refuse containers on a building site to restrain 'blowable' materials is to be either;
 - (a) a commercial type removable 'SKIP' type container (provided by a waste removal company) of adequate size for the building project (min 1.5m) with a top closable lid, or
 - (b) a suitable prefabricated rectangular (or square) enclosure of robust construction (ie steel sheeting material or steel mesh F72 or better - not chicken or bird wire) and located so as not to be demolished by vehicles off loading.
- The applicant is encouraged to install and maintain a rainwater tank to the dwelling(s) hereby granted authorisation.



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Building Notifications – Important New Requirements from July 2012

As from July 2012, the State Government has introduced fines of \$500 for failure to notify the Council at certain stages of construction. Please read the following important information to ensure that you and those acting on your behalf are fulfilling your/their obligations.

At What Stages of Construction is Notification to the Council Required?

In accordance with Regulation 74(1) of the *Development Regulations 2008*, notifications to the Council are required at the following stages of construction, insofar as they are applicable to the building work being undertaken:

- (a) 1 business day's notice of the intended commencement of building work on the site; and
- (b) 1 business day's notice of completion of structural steel reinforcement for concrete footings or other floors; and
- (c) 1 business day's notice of the completion of all roof framing forming part of the building work (including top and bottom chord restraints, bracing and tie-downs)*; and
- (d) 1 business day's notice of the completion of all masonry walls; and
- (e) 1 business day's notice of completion of the building work.

* Where notice is given in relation to the completion of roof framing, the person who gives the notice must, within 1 business day after the notice is given, provide to the council a duly completed **supervisor's checklist** relating to the roof framing, signed by a registered building work supervisor, being a registered building work supervisor who has undertaken any training required and recognised under a scheme (if any) approved by the Minister.

A person **must not conceal** any completed roof framing until after the expiration of 2 clear business days after the notice of completion of roof framing has been received by the council.

Who is Required to Give the Notification?

The licensed building work contractor who is carrying out the work or who is in charge of carrying out the work, or if there is no such licensed building work contractor, the building owner is required to give notice to the Council.

What Structures are Exempt from the Notification Requirements?

Class 10 buildings under the Building Code are exempt from the notification requirements, other than where the Class 10 building is attached to any part of the roof framing of a building of another class. Transportable buildings are also exempt.

How Can Notification be Given to the Council?

The required notices may be given—

- (a) by email transmission to buildingnotice@npsp.sa.gov.au; or
- (b) by telephoning the Council's Development Assessment team on 08 8366 4530; or
- (c) by faxing it to the council on 08 8332 6338; or
- (d) by posting it to the council at 175 The Parade, Norwood SA 5067, ensuring that the date received by the Council accords with the notice requirements; or
- (e) by hand delivering a written notice with a duly authorised officer of the council.

In either case, the notices must include the name, address and telephone number of the persons who are proposed to sign Parts A and B of the Statement of Compliance under Schedule 19A (if relevant).

What Penalties Apply for Failure to Notify?

A person who breaches any of the requirements outlined in this information sheet is guilty of an offence with an expiation fee of \$500 or a maximum penalty of \$10 000.

Professional Building Services Australia Pty Ltd
 607 MARION RD, SOUTH PLYMPTON SA 5038
 Ph. 8374 2211 Fax. 8374 3322 email – pbs@pbsaust.com.au ACN 063 490 880

DECISION NOTIFICATION FORM

DEVELOPMENT NO.: 155/D081/2016

PBS REFERENCE NO.: 44792

DEVELOPMENT APPLICATION Received: 17 July 2017

To:

D'Andrea & Associates
 Suite 11, 467 Fullarton Road
 HIGHGATE SA 5063

LOCATION OF PROPOSED DEVELOPMENT

8-14 Briar Road FELIXSTOW

NATURE OF PROPOSED DEVELOPMENT

Community Title Land Division, creating forty-three (43) Community Lots, the demolition of existing buildings and the removal of ten (10) Regulated Trees (including one Regulated Street Tree) and one (1) non-regulated Street Tree, the construction of six (6) two-storey residential flat buildings and one (1) abutting detached dwelling comprising forty-nine (49) dwellings and associated garages, carport, fencing, landscaping, retaining walls and earthworks (155/081/16)

Stage 1 – Demolition of existing buildings and the removal of ten (10) Regulated Trees (does not include street trees)

IN RESPECT OF THIS PROPOSED DEVELOPMENT YOU ARE INFORMED THAT:

NATURE OF DECISION	CONSENT GRANTED	NUMBER OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
<u>Development Plan Consent</u>	20.02.2017	NINE		
<u>Building Rules Consent</u>	19.07.2017	ONE		
<u>Development Approval</u>	TO BE ISSUED BY COUNCIL			

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

Dated: 19 July 2017
 Signed: Grant Riches



Building Surveyor / Private Certifier

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.

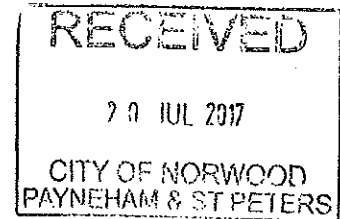
PBS Ref: 44792
Development No.: 155/D081/2016

PROVISIONAL BUILDING RULES CONSENT CONDITIONS

- 1 The development shall be undertaken in accordance with the Council approved Development Plan Consent plans and conditions subject only to the variations specified in the Schedule 22A – Certificate of Consistency.

PROVISIONAL BUILDING RULES CONSENT NOTES

- 1 Demolition - demolition work shall be performed in accordance with the Safework SA, Demolition Work, Code of Practice.



Building Indemnity Insurance Certificate of Insurance

QBE Insurance (Australia) Ltd
628 BOURKE STREET
MELBOURNE VIC 3000
Phone: (03) 9246 2666
Fax: (03) 9246 2611
ABN: 78 003 191 035
AFS License No: 239545



Policy Number 620055300BWI-101

HIGH VISION INVESTMENT PTY LTD 17 MARY CRES NEWTON 5074	Name of Intermediary DE CONNO & BLANCO INSURANCE BROKERS 113 PAYNEHAM ROAD ST PETERS SA 5069	Account Number 62BWDECON Date Issued 09/10/2019
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Policy Schedule Details

Certificate in Respect of Insurance

Domestic Building Contract

A contract of insurance complying with the Building Work Contractors Act 1995 and regulations has been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035, in respect of the Domestic Building Work as described in the Schedule herein.

In Respect of At	NEW MULTI UNIT (<=3 STOREYS) CONTRACT - PER SITE 31/8-14 BRIAR ROAD FELIXSTOW SA 5070
Carried Out By	BUILDER BOSTON BUILDING GROUP PTY LTD ABN: 39 007 953 773
Declared Contract Price	\$260,000.00
Contract Date	27/06/2019
Builders Registration No.	RBLD49199
Building Owner / Beneficiary	HIGH VISION INVESTMENT PTY LTD ATF HIGH VISION PROPERTY GROUP

Subject to the Building Work Contractors Act 1995 and regulations and the conditions of the insurance contract, cover will be provided to the Building Owner named in the domestic building contract and to the successors in title to the Building Owner.

For and behalf of

QBE Insurance (Australia) Limited.

IMPORTANT NOTICE:

This Certificate must be read in conjunction with the Policy Wording and kept in a safe place.

These documents are very important and must be retained by you and any successive owners of the property for the duration of the statutory period of cover.

QM1824-1207



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: 2553172

DATE OF ISSUE

21/03/2024

THE TRUSTEE FOR IMPEX GLOBAL TRUST
1026 SOUTH ROAD
EDWARDSTOWN SA 5039

ENQUIRIES:

Tel: (08) 8226 3750
Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER		OWNERSHIP NAME		
18928763		S YIN		
PROPERTY DESCRIPTION				
U20 10 BRIAR RD / FELIXSTOW SA 5070 / LT 31 C42394				
ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
1903764540	CT 6253/330	\$650,000.00	1.000	0.400

LEVY DETAILS:		FIXED CHARGE	\$	50.00
		+ VARIABLE CHARGE	\$	263.10
FINANCIAL YEAR	2023-2024	- REMISSION	\$	164.85
		- CONCESSION	\$	0.00
		+ ARREARS / - PAYMENTS	\$	-148.25
		= AMOUNT PAYABLE	\$	0.00

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

EXPIRY DATE 19/06/2024



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

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: revsupport@sa.gov.au
Phone: (08) 8226 3750

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at:

OR

By Post to:

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001



ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2553172

DATE OF ISSUE

21/03/2024

THE TRUSTEE FOR IMPEX GLOBAL TRUST
1026 SOUTH ROAD
EDWARDSTOWN SA 5039

ENQUIRIES:

Tel: (08) 8226 3750
Email: landtax@sa.gov.au

OWNERSHIP NAME

S YIN

FINANCIAL YEAR

2023-2024

PROPERTY DESCRIPTION

U20 10 BRIAR RD / FELIXSTOW SA 5070 / LT 31 C42394

ASSESSMENT NUMBER

1903764540

TITLE REF.

(A "+" indicates multiple titles)

CT 6253/330

TAXABLE SITE VALUE

\$250,000.00

AREA

0.0145 HA

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

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

Please Note:

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

ON OR BEFORE

19/06/2024



Government of
South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

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: revsupport@sa.gov.au
Phone: (08) 8226 3750

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at:

OR

By Post to:

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001



Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
19 03764 54 0	CT6253330	21/3/2024	8036	2553172

CONATUR LEGAL
1026 SOUTH ROAD
EDWARDSTOWN SA 5039
judy@conatur.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: S YIN
Location: U20 10 BRIAR RD FELIXSTOW LT31 C42394
Description: 5HG Capital Value: \$ 650 000
Rating: Residential

Periodic charges

Raised in current years to 31/3/2024

			\$
	Arrears as at: 30/6/2023	:	0.00
Water main available: 1/7/2021	Water rates	:	222.60
Sewer main available: 1/7/2021	Sewer rates	:	299.34
	Water use	:	120.93
	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	:	642.87CR
	Balance outstanding	:	0.00

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

Next quarterly charges: Water supply: 74.20 Sewer: 99.78 Bill: 10/4/2024

This Account is billed four times yearly for water use charges.

The last Water Use Year ended on 16/06/2023.

Please note: If you have also ordered a Special Meter Reading for this property and it comes back as estimated, please ensure you provide a photo of the meter including serial number to have the certificate reissued.

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



South Australian Water Corporation

Name:
S YIN

Water & Sewer Account
Acct. No.: 19 03764 54 0

Amount: _____

Address:
U20 10 BRIAR RD FELIXSTOW LT31
C42394

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1903764540



Bill code: 8888
Ref: 1903764540

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: 1903764540



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

STATEMENT PURSUANT TO SECTION 139 (Community Titles Act 1996)**REQUESTED BY:****Name:** Conatur Legal**Address:** info@conatur.com.au**REGARDING:****Corporation:** Community Corporation 42394**Unit No. & Address:** Unit 20, 10 Briar Road Felixstow**Owners:** Shuo Yin**PART 1 : FINANCIAL DETAILS****1.1 Lot Entitlement**

Lot Entitlement = 200

Total of all Entitlements = 5163

1.2 Maintenance Contributions

Levies Payable	Amount	Paid To
Admin Fund Levy	\$307.29	30/06/2024
Sinking Fund Levy	\$10.08	30/06/2024
Current Levy	Amount	Frequency
Admin Fund Levy	\$307.29	Quarterly
Sinking Fund Levy	\$10.07	Quarterly

1.3 Arrears

Levies	Due as at 20/03/2024	Charged but due after 20/03/2024
Amount Due	\$0.00	\$0.00
** (NB: Interest accrues daily at 10 % per annum)		
Advance Payments	\$0.00	

**Biller Code:** 96503**Ref:** 23201195700042394315**1.4 Lot Expenditure by the Strata Corporation**

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

Refer minutes of meetings

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

Refer minutes of meetings

1.5 Assets and Liabilities of the Corporation

- (a) Fund Name : STRATA DATA CLIENTS TRUST ACCOUNT
- (b) Held at : Macquarie Trust Account (BCSA)
- (c) Sum standing to the credit of fund: \$34,218.84 comprising Admin: \$31,390.38 and Sinking: \$2,828.46
- (d) Amount committed to expenses : Refer to minutes of meetings is incurred for : Refer to minutes of meetings
- (e) Amount earmarked for future expenses : Refer to minutes of meetings for the purpose of : Refer to minutes of meetings
- (f) Particulars of other assets. All those defined as common property upon the land :
Refer to minutes of meetings

DocuSign Envelope ID: 55E5C18C-E1AE-42BA-BC83-D8FFE5BAE44D
(g) Amount held in external account : \$0.00
(h) Liabilities (excluding those above as described in 1.2 herein)
Refer to minutes of meetings

Water Payment Method:

PART 2 : INSURANCE

Insurer : SCI (Allianz)

Type of Cover	Sum Insured	Policy Number	Expiry Date
Office Bearers	\$250,000.00	23030320.2	14/04/2024
Government Audit Costs	\$25,000.00	23030320.2	14/04/2024
Building	\$9,000,000.00	23030320.2	14/04/2024
Lot Owners fixtures and improvements	\$300,000.00	23030320.2	14/04/2024
Building	\$14,360,649.00	23030320.2	14/04/2024
Voluntary workers	\$200,000.00	23030320.2	14/04/2024
Voluntary workers	\$200,000.00	23030320.2	14/04/2024
Fidelity Guarantee	\$250,000.00	23030320.2	14/04/2024
Fidelity Guarantee	\$250,000.00	23030320.2	14/04/2024
Public Liability	\$30,000,000.00	23030320.2	14/04/2024
Government Audit Costs	\$25,000.00	23030320.2	14/04/2024
Office Bearers	\$250,000.00	23030320.2	14/04/2024
Lot Owners fixtures and improvements	\$300,000.00	23030320.2	14/04/2024
Public Liability	\$30,000,000.00	23030320.2	14/04/2024

Notes

PART 3 : DOCUMENTS SUPPLIED

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

PART 4 : DOCUMENT INSPECTION

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

Statement Dated 20/03/2024

Signed for and on behalf of Community Corporation 42394



Zane Reeves

BODY CORPORATE MANAGER

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

The Community Titles Act requires that :

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

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

STRATA DATA**ABN 20 080 960 112**647 PORTRUSH ROAD
GLEN OSMOND SA 5064

Phone: 8372 2777

Email: reception@stratadata.com.au

PLEASE COMPLETE AND RETURN VIA EMAIL WHEN SETTLEMENT IS FINALISED**ANY OUTSTANDING ACCOUNTS MUST BE FINALISED AT SETTLEMENT****UNIT OWNER UPDATE**
(to be filled in only for new owners)**Community Corporation 42394**
Unit 20, 10 Briar Road Felixstow

SETTLEMENT DATE	_____ / _____ / 20_____		
UNIT OWNERS NAME	_____		
UNIT OWNERS ADDRESS	_____		
DATE & PLACE OF BIRTH	_____		(COMPANY TITLES ONLY)
CONTACT DETAILS	HOME	WORK	
	MOBILE	EMAIL	

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

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

RENTAL MANAGER/AGENTS	_____
(if applicable)	_____
ADDRESS	_____

CONTACT PERSON	_____		
CONTACT DETAILS	HOME	WORK	
	MOBILE	EMAIL	

TENANT NAMES	_____		
CONTACT DETAILS	HOME	WORK	
	MOBILE	EMAIL	

CONVEYANCER ACTING ON BEHALF OF VENDOR	_____
CONVEYANCER ACTING ON BEHALF OF PURCHASER	_____

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

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

Minutes of the Annual General Meeting

Corporation *Community Corporation 42394*
Address *10-12 Briar Road, Felixstow*
Meeting Date **8th of August, 2022 commencing at 4:00 PM**
Location **647 Portrush Road Glen Osmond, South Australia 5064/ Via Teleconference/
Zoom**

Present in Person

Lot: 23 Dominie Thi Keipert
Lot: 30 Chin Long Jeffery Liew
Lot: 42 Yi Long

Apologies

Lot: 29 Karen Ingrid Bennett, Ryan Anthony O'Hara

Present by Proxy

Lot: 25 Narelle Cynthia Adam present via proxy to Strata Data

In attendance

Zane Reeves representing Strata Data

Quorum

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

The Body Corporate Manager declared that a quorum was not in attendance and the meeting was adjourned at 4.30pm. General discussion took place until 5.10pm.

Minutes of the Adjourned Annual General Meeting

Corporation *Community Corporation 42394*
Address *10-12 Briar Road, Felixstow*
Meeting Date **22nd of August, 2022 commencing at 11:00 AM**
Location **via Teleconference/ Zoom**

Present in Person

Lot: 25 Narelle Adam

Apologies

Lot: 29 Karen Ingrid Bennett, Ryan Anthony O'Hara

Present by Proxy

Nil

In attendance

Zane Reeves representing Strata Data

Quorum

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

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 11.10am.

Chairperson

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

Confirmation of Minutes

It was resolved "that the minutes of the previous General Meeting(s), held on 5th July 2021 be accepted as a true and correct record of that meeting." *Carried Unanimously*

Financial Report

It was resolved "that the statement of income and expenditure for the period Saturday 12 June 2021 to Saturday 11 June 2022 was reviewed, received and accepted as an accurate record of the corporation's current financial standing." *Carried Unanimously*

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

Financial Statement Audit

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

Review of Sums Insured

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

The Body Corporate declined to have an insurance valuation, but resolved to endorse to keep the building insurance at the current sum insured of \$9,000,000.00.

It was resolved "that the sums insured be:

Building Insurance	\$9,000,000.00
Common Area Insurance	\$0.00
Public Liability Insurance	\$30,000,000.00
Office Bearers Liability	Not Included
Catastrophe Insurance	Not Included
Flood Cover	Refer to current Certificate of Currency
Fidelity Guarantee	Refer to current Certificate of Currency
Excess	Refer to current Certificate of Currency
Renewal Date for these sums is	14/04/2023

Strata Data was appointed to place this insurance with CHU through Honan Insurance Group on behalf of the Corporation." *Carried Unanimously*

Contents and Landlords Insurance

The corporation's insurance policy does not cover an owner's contents (such as carpets, curtains and light fittings) or legal liability within their unit. Owners must take out their own insurance to cover these risks. If you require assistance in arranging contents insurance as a resident owner or landlords insurance as an investor, and obtain an online competitive quote from (CHU) go to <https://www.stratadata.com.au/insurance/> or call the Strata Data insurance team on (08) 8372 2777.

PDS and FSG

For a copy of the Product Disclosure Statement (PDS) and the Financial Services Guide (FSG), please visit: <https://www.stratadata.com.au/insurance/product-disclosure-statements/>

Use of Contractors

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

Preferred Contractors

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

Non-Preferred Contractors (Approved)

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

Non Approved Contractors

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

Maintenance Requirements

Grounds Maintenance

Strata Data was requested to continue contracting Sean Hunt to attend to the ground's maintenance at his current scope on a bi-monthly basis for the corporation. The presiding officer is to be contacted to advise of the date of Sean's attendance prior and upon complete of his works. The corporation has also requested for Sean to give his recommendation for the dead plants at the being of the walkway to the entrance of the corporation.

Stormwater Preventative Maintenance (Hydrojet Clean)

A discussion took place on the above agenda and the members present advised Strata Data that no action is required on the above item.

Sewer Preventative Maintenance (Hydrojet Clean)

A discussion took place on the above agenda and the members present advised Strata Data that no action is required on the above item.

White Ant Inspection

A discussion took place on the above agenda and the members present advised Strata Data that no action is required on the above item.

Reserved/Parking Signs

The members present discussed numbering the visitors car parks that have recently been allocated to residences to reflect which lots these belong too. After discussion it was resolved "that Strata engage a preferred contractor to quote for this work. Once this quote is in hand this is to be forwarded to the presiding officer for the review and for them to instruct on how to proceed" *Carried Unanimously*

Other Relevant Business

Number Signs for the Corporation

The members present discussed numbering each building of the corporation to reflect the building number and the lots in the section of the corporation for visitors and mail purposes. After discussion it was resolved "that Strata engage a preferred contractor to quote for this work. Once this quote is in hand this is to be forwarded to the presiding officer for the review and for them to instruct on how to proceed" *Carried Unanimously*

Sinking Fund Analysis

Section 113 of the Community Titles Act places an obligation on the Body Corporate where there are 7 Lots or more, or where insurance upon the common property exceeds \$100,000.00, to provide a statement to its members outlining the estimated expenditure (other than recurrent expenditure) for a period of up to 5 years. Strata Data recommended that a sinking fund analysis be obtained and tabled at the next Annual General Meeting for review.

It was resolved “that the Body Corporate engage a suitably qualified contractor to complete a Sinking Fund Analysis that is to be tabled at the next Annual General Meeting”. *Carried Unanimously*

Maintenance Condition and Safety Report

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

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

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

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

Statutory Warranty Limitations (Building Defects)

Strata Data advised that Section 32 (5) and (6) of the Building Work Contractors Act 1995 places a limitation of the time (5 years) permitted to commence proceedings against a builder relating to building defects. The time prescribed by this legislation may not be extended.

Strata Data recommended that the Body Corporate obtain a Building Diagnostic Audit within the first 18 months of the buildings completion/handover to ensure the following.

- Building work has been performed in a proper manner to an acceptable trade standard in accordance with the plans and specifications agreed to by both parties
- All materials supplied by the contractor for use in the building work are good and proper
- The building work was performed in accordance with all statutory requirements
- The building work will be performed with reasonable diligence
- The dwelling will be reasonably fit for human habitation

It was resolved that this item be placed on the agenda of the next Annual General Meeting for discussion. *Carried Unanimously*

Related costs for recovery of outstanding money

It was resolved “That the Body Corporate seek to recover overdue levies which remain unpaid after a period of four weeks from the due date, having first notified the owner of proposed action. Related costs associated with the recovery of outstanding money shall be levied as a debt against the unit.” *Carried Unanimously*

Resident Engagement

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

Approvals, Alterations & Additions

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

Level of Maintenance Fund Contributions

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

The Body Corporate Manager tabled a budget with a total annual contribution of \$32,770.00. This Budget was approved:

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

Administration Fund	\$31,770.00
Sinking Fund	\$ 1000.00
Total Contribution	\$32,770.00

This contribution is payable quarterly and divided by entitlement on 1st October 2022.

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

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

Election of Officers

It was resolved "that Karen Ingrid Bennett be appointed to the positions of Presiding Officer, Secretary and Treasurer for the forthcoming year. That the Presiding Officer be delegated authority to make decisions (that require ordinary resolutions only) on behalf of the Corporation, and be the main contact point between Strata Data and the corporation. That a Committee comprising of the Office Bearers is appointed." *Carried Unanimously*

Appointment of Body Corporate Manager

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

The agreed management fee for the coming year is \$4,680.00 including GST.

Next Annual General Meeting

The next Annual General Meeting will be held on Monday 7th August 2023 at 4.00 pm at Strata Data, 647 Portrush Road, Glen Osmond SA 5064 or via Teleconference/Zoom.

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 11.39am.

The advertisement features a computer monitor on the left displaying the Strata Data Portal interface, which includes a 'My Dashboard' section with various data points and a 'My Profile' section. To the right of the monitor is a purple-bordered box containing the text 'STRATA DATA PORTAL | ACCESS YOUR INFORMATION 24/7'. Below this, it states 'For access to your Corporations information 24/7 visit the Client Portal where you can:' followed by a bulleted list of services: 'Download meeting minutes;', 'Access financial statements and live account balances;', 'Update your contact details;', 'View insurance information, both past and present;', and 'And much more...'. Underneath the list, it asks 'How can I access the Portal?' and provides two options: 'If you have already registered for portal access, please visit portal.stratadata.com.au.' and 'If you have not received an invite, please email portal@stratadata.com.au to request an invitation.'

Minutes of the Annual General Meeting

Corporation *Community Corporation 42394*
Address *10-12 Briar Road, Felixstow*
Meeting Date **7th of August, 2023 commencing at 4:00 PM**
Location **647 Portrush Road Glen Osmond, South Australia 5064**

Present in Person

Lot: 23 Dominie Thi Keipert
Lot: 25 Narelle Cynthia Adam
Lot: 31 Shuo Yin

Apologies

Lot: 29 Karen Ingrid Bennett, Ryan Anthony O'Hara

Present by Proxy

Lot: 30 Mei Ling Soo, Chin Long Jeffery Liew present via proxy to Strata Data

In attendance

Zane Reeves representing Strata Data

Quorum

The Body Corporate Manager advised that the Corporation had currently five un-financial lots with the payments due 1st July 2023 not having been paid. Section 84(14) of the Community Titles Act advised that a vote cannot be exercised in relation to a lot unless all amounts payable to the corporation in respect of that lot have been paid and section 83(4) determines that only financial lots are to be regarded in the establishment of a quorum.

The Body Corporate Manager declared that a quorum was not in attendance and the meeting was adjourned at 4.30 pm. General discussion took place until 5.09 pm.

Minutes of the Adjourned Annual General Meeting

Corporation *Community Corporation 42394*
Address *10-12 Briar Road, Felixstow*
Meeting Date **14th of August, 2023 commencing at 4:00 PM**
Location **647 Portrush Road Glen Osmond, South Australia 5064**

Present in Person

Lot: 30 Mei Ling Soo, Chin Long Jeffery Liew

Apologies

Nil

Present by Proxy

Nil

In attendance

Zane Reeves representing Strata Data

Quorum

The Body Corporate Manager advised that the Corporation had currently three un-financial lots with the payments due 1st July 2023 not having been paid. Section 84(14) of the Community Titles Act advised that a vote cannot be exercised in relation to a lot unless all amounts payable to the corporation in respect of that lot have been paid and section 83(4) determines that only financial lots are to be regarded in the establishment of a quorum.

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 4.30 pm.

Chairperson

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

Confirmation of Minutes

It was resolved "that the minutes of the previous General Meeting(s), held on 22nd August 2022 be accepted as a true and correct record of that meeting." *Carried Unanimously*

Financial Report

It was resolved "that the statement of income and expenditure for the period Sunday 12 June 2022 to Sunday 11 June 2023 was reviewed, received and accepted as an accurate record of the corporation's current financial standing." *Carried Unanimously*

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

Review of Sums Insured

General Advice Warning

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

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

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

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

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

It was resolved "that the sums insured be:

Building Insurance	As Per Valuation
Loss Of Rent/ Temporary Accom	\$1,350.00
Public Liability Insurance	\$30,000,000.00
Office Bearers Liability	\$250,000.00
Fidelity Guarantee	\$100,000.00
Voluntary Workers	\$200,000.00/\$2,000.00
Excess	Refer to current Certificate of Currency
Renewal Date for these sums is	14/04/2024
Last Valuation Date	Not on File
Last Valuation Sum	Not on File

Flood Cover

The policy currently includes flood cover.

Strata Data was appointed to place this insurance with SCI through Honan Insurance Group on behalf of the Corporation." *Carried Unanimously*

In accordance with Community Title legislation, individual lot owners are responsible for arranging the insurance for the buildings on their lot and this is to be for the full replacement value of the buildings.

Contents and Landlords Insurance

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

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

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

Use of Contractors

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

Preferred Contractors

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

Non-Preferred Contractors (Approved)

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

Non Approved Contractors

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

Maintenance Requirements

Grounds Maintenance

Strata Data was requested to continue contracting Sean Hunt to attend to the ground's maintenance at his current scope on a bi-monthly basis for the corporation. The presiding officer is to be contacted to advise of the date of Sean's attendance prior and upon completion of his works.

The corporation has also requested for Sean to give his recommendation for replanting the dead plants at the beginning of the walkway on the right hand side walkway entrance of the corporation.

Stormwater Preventative Maintenance (Hydrojet Clean)

The members present discussed the above agenda item, and it was agreed that no action is required on this item at this time.

Sewer Preventative Maintenance (Hydrojet Clean)

The members present discussed the above agenda item, and it was agreed that no action is required on this item at this time.

Number Signs for the Corporation

The members present discussed numbering the buildings of the corporation to reflect the street address and the lots in the right-hand section of the corporation for visitors and mail purposes. Maintenance Matters had previously submitted a quotation for this work Maintenance Matters (12/09/2022, no. 298186, \$573.28). After discussion it was resolved "that Strata Data schedule a meeting with residents on site to review the numbers needed and have this quote updated by the contractor. Once in hand, this is to be forwarded to the management committee for their review and instruction." *Carried Unanimously*

Other Relevant Business

Sinking Fund Analysis Review

The members present reviewed the sinking fund report prepared by Independent Inspections in line with legislation and it was noted the sinking fund balance and plan of works aligned with the report.

Maintenance Condition and Safety Report

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

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

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

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

Resident Engagement

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

Approvals, Alterations & Additions

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

Level of Maintenance Fund Contributions

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

The Body Corporate Manager tabled a budget with a total annual contribution of \$32,769.00 This Budget was not approved:

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

Administration Fund	\$31,730.00
Sinking Fund	\$1,040.00
Total Contribution	\$32,770.00

This contribution is payable quarterly and divided by entitlement on 1st of October 2023.

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

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

Election of Officers

It was resolved "that Dominie Thi Keipert be appointed to the positions of Presiding Officer, Secretary and Treasurer for the forthcoming year. That the Presiding Officer be delegated authority to make decisions (that require ordinary resolutions only) on behalf of the Corporation and be the main contact point between Strata Data and the corporation. That a Committee comprising of the Office Bearers is appointed." *Carried Unanimously*

Committee Members

Karen Ingrid Bennett
Dominie Thi Keipert
Narelle Cynthia Adam

Appointment of Body Corporate Manager

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

The agreed management fee for the coming year is \$5,101.00 including GST.

Next Annual General Meeting

The next Annual General Meeting will be held on 5th August 2024 at 4.00 pm at Strata Data, 647 Portrush Road, Glen Osmond SA 5064 or via Teleconference/ Zoom.

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 4.45 pm.

The image is a promotional graphic for the Strata Data Portal. On the left, there is a photograph of a white Apple iMac on a desk, displaying the Strata Data Portal website. To the left of the monitor is a small blue pot with yellow daffodils. To the right of the monitor is a white keyboard and a white mouse. The background of the graphic is a light purple gradient. On the right side, there is a white box with purple and black text. The text reads: 'STRATA DATA PORTAL | ACCESS YOUR INFORMATION 24/7'. Below this, it says 'For access to your Corporations information 24/7 visit the Client Portal where you can:'. This is followed by a bulleted list: '• Download meeting minutes;', '• Access financial statements and live account balances;', '• Update your contact details;', '• View insurance information, both past and present;', and '• And much more....'. Below the list, it asks 'How can I access the Portal?'. This is followed by two red arrow icons pointing to the right, each followed by text: '➤ If you have already registered for portal access, please visit portal.stratadata.com.au.' and '➤ If you have not received an invite, please email portal@stratadata.com.au to request an invitation.'



Summary Financial Statement

Community Corporation 42394

Address: 10-12 Briar Road Felixstow, South Australia 5070

ABN: 93131245223

Date Printed 13/06/2023

Page 1

STRATA DATA

INCOME & EXPENDITURE STATEMENT BETWEEN 12/06/2022 AND 11/06/2023

	ADMIN	SINKING	TOTAL
INCOME			
Admin Fund Levy	\$31,347.05	-	\$31,347.05
Interest on Overdue Levies	\$448.15	-	\$448.15
Interest Received	\$301.14	-	\$301.14
Sinking Fund Levy	-	\$975.73	\$975.73
Special Levy (Admin Fund)	\$116.22	-	\$116.22
TOTAL INCOME	\$32,212.56	\$975.73	\$33,188.29

OUTGOINGS

Audit	\$814.75	-	\$814.75
Bank Charges	\$63.47	-	\$63.47
Body Corporate Management	\$4,686.34	-	\$4,686.34
Debt Recovery Fees	\$349.45	-	\$349.45
Disbursements	\$1,408.79	-	\$1,408.79
Grounds Maintenance	\$500.00	-	\$500.00
Insurance Premium	\$11,240.56	-	\$11,240.56
Meeting Fees	\$276.75	-	\$276.75
Plumbing Repairs & Maintenance	\$933.02	-	\$933.02
Public Officer	\$114.58	-	\$114.58
Sinking Fund Analysis	\$405.00	-	\$405.00
Tax Return	\$189.00	-	\$189.00
WHS Compliance	\$155.67	-	\$155.67
TOTAL OUTGOINGS	\$21,137.38		\$21,137.38

SUMMARY

OPENING BALANCE AS AT 12/06/2022	\$9,716.73	\$930.83	\$10,647.56
TOTAL INCOME	\$32,212.56	\$975.73	\$33,188.29
TOTAL OUTGOINGS	\$21,137.38	\$0.00	\$21,137.38
CLOSING BALANCE AS AT 11/06/2023	\$20,791.91	\$1,906.56	\$22,698.47
NET SURPLUS	\$11,075.18	\$975.73	\$12,050.91



Summary Financial Statement

Community Corporation 42394

Address: 10-12 Briar Road Felixstow, South Australia 5070

ABN: 93131245223

Date Printed 15/06/2022

Page 1

STRATA DATA

INCOME & EXPENDITURE STATEMENT BETWEEN 12/06/2021 AND 11/06/2022

	ADMIN	SINKING	TOTAL
INCOME			
Admin Fund Levy	\$29,532.21	-	\$29,532.21
Interest on Overdue Levies	\$17.35	-	\$17.35
Interest Received	\$18.26	-	\$18.26
Sinking Fund Levy	-	\$930.83	\$930.83
Special Levy (Admin Fund)	\$2,767.69	-	\$2,767.69
TOTAL INCOME	\$32,335.51	\$930.83	\$33,266.34
OUTGOINGS			
ABN & TFN Registration	\$165.00	-	\$165.00
Audit	\$309.75	-	\$309.75
Bank Charges	\$53.15	-	\$53.15
Body Corporate Management	\$4,551.71	-	\$4,551.71
Debt Recovery Fees	\$726.46	-	\$726.46
Disbursements	\$1,212.17	-	\$1,212.17
Door & Lock Repairs & Maintenance	\$167.20	-	\$167.20
Electrical Works	\$1,478.40	-	\$1,478.40
Grounds Maintenance	\$300.00	-	\$300.00
Insurance Premium	\$10,963.11	-	\$10,963.11
Meeting Fees	\$516.39	-	\$516.39
Plumbing Repairs & Maintenance	\$316.25	-	\$316.25
Public Officer	\$105.00	-	\$105.00
Strata Plan Fees	\$1,466.19	-	\$1,466.19
Tax Return	\$177.00	-	\$177.00
WHS Compliance	\$111.00	-	\$111.00
TOTAL OUTGOINGS	\$22,618.78		\$22,618.78

SUMMARY

OPENING BALANCE AS AT 12/06/2021	\$0.00	\$0.00	\$0.00
TOTAL INCOME	\$32,335.51	\$930.83	\$33,266.34
TOTAL OUTGOINGS	\$22,618.78	\$0.00	\$22,618.78
CLOSING BALANCE AS AT 11/06/2022	\$9,716.73	\$930.83	\$10,647.56
NET SURPLUS	\$9,716.73	\$930.83	\$10,647.56



Summary Financial Statement

Date Printed 15/06/2022

Community Corporation 42394

Address: 10-12 Briar Road Felixstow, South Australia 5070

ABN: 93131245223

Page 2

STRATA DATA

PURPOSE: PRIMARY COMMUNITY		AREA NAME: FELIXSTOW		RE-APPROVED: 17/04/2021		 C42394 SHEET 1 OF 3 68407_text_01_v07_Version_7	
MAP REF: 6628/39/Q		COUNCIL: THE CORPORATION OF THE CITY OF NORWOOD PAYNEHAM AND ST. PETERS		DEPOSITED: 19/04/2021			
LAST PLAN: D126542		DEVELOPMENT NO: 155/C081/16/001/61629					

AGENT DETAILS: JOHN C BESTED & ASSOCIATES PTY LTD 362 MAGILL RD KENSINGTON PARK SA 5068 PH: 83327111 FAX: 83641829		SURVEYORS CERTIFICATION: I ASHLEY GREG WINDOW , a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996 16th day of April 2021 Ashley Window Licensed Surveyor	
AGENT CODE: JCBA			
REFERENCE: 18625.2			

SUBJECT TITLE DETAILS:									
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
PT CT	6240	395		ALLOTMENT(S)	50	D	126542 ADELAIDE		
OTHER TITLES AFFECTED:									

EASEMENT DETAILS:									
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION		
EXISTING		LONG	EASEMENT(S)	C		23-39.41-43.100.200(DEVELOPMENT LOT).COMMON PROPERTY	RE 7140879		
EXISTING		SHORT	EASEMENT(S)	D	FOR DRAINAGE PURPOSES	23-39.41-43.100.200(DEVELOPMENT LOT).COMMON PROPERTY	RE 7198630		
EXISTING	200(DEVELOPMENT LOT)	LONG	EASEMENT(S)	A				TG 13323574	

ANNOTATIONS:	THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 05 / 07 / 2019 THE COMMON PROPERTY IS DESIGNATED (C1) AND (C2) FOR LAND INFORMATION PURPOSES ONLY AND DOES NOT PROVIDE A LEGAL IDENTIFIER FOR THE COMMON PROPERTY PORTIONS OF LOT 34 MARKED X EXISTS ABOVE A LEVEL OF 54.70 METRES AHD PORTIONS OF COMMON PROPERTY MARKED X EXISTS BELOW A LEVEL OF 54.70 METRES AHD EXCEPT FOR THE FINAL PLACEMENT OF SURVEY MARKS
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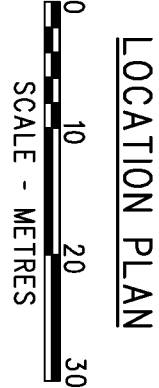
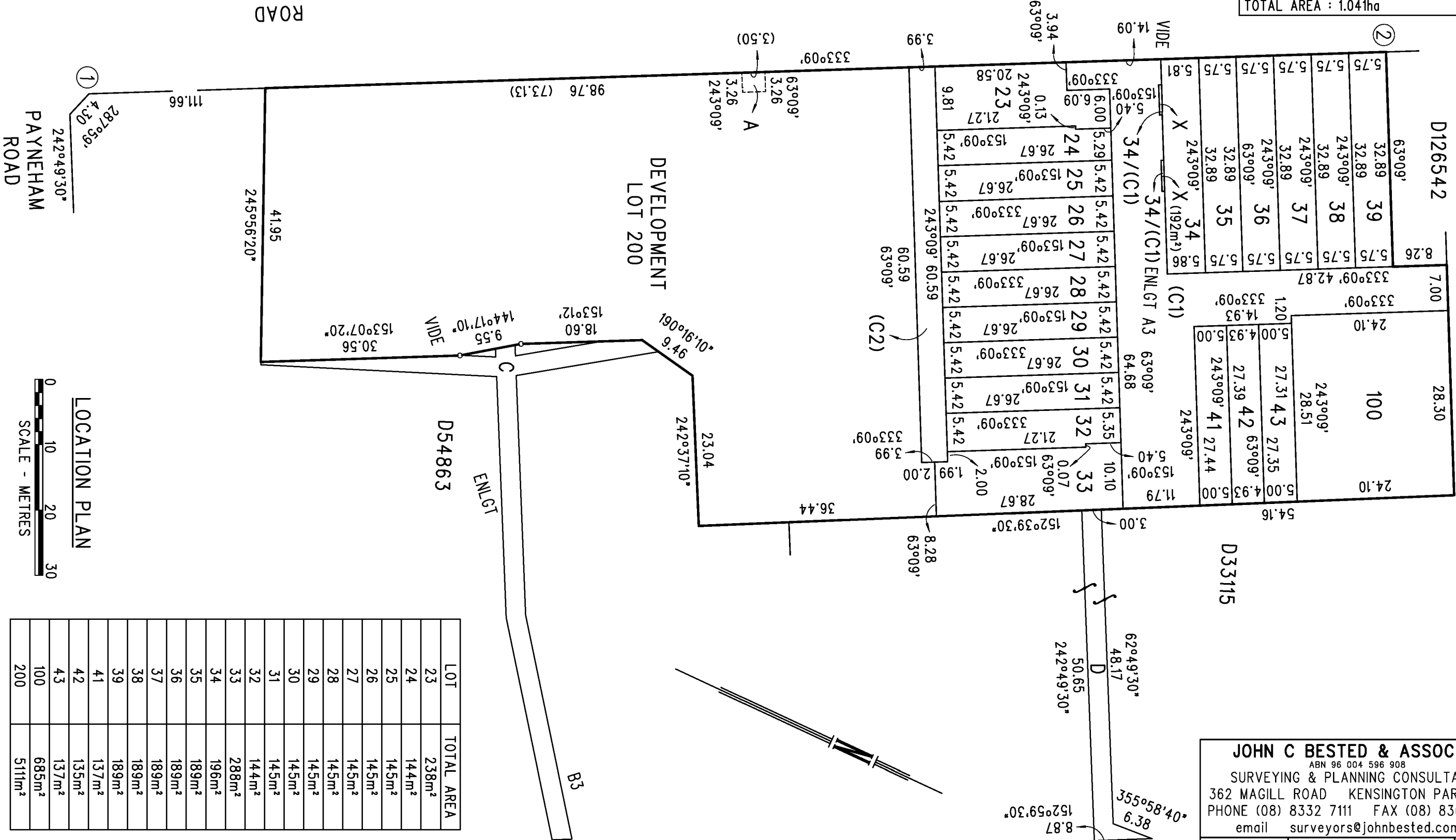
C42394

SHEET 2 OF 3

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BEARING DATUM: ① - ② 333°09'
DERIVATION: D126542 ADOPTED

TOTAL AREA : 1.041ha



LOT	TOTAL AREA
23	238m ²
24	144m ²
25	145m ²
26	145m ²
27	145m ²
28	145m ²
29	145m ²
30	145m ²
31	145m ²
32	144m ²
33	288m ²
34	196m ²
35	189m ²
36	189m ²
37	189m ²
38	189m ²
39	189m ²
41	137m ²
42	135m ²
43	137m ²
100	685m ²
200	511m ²

JOHN C BESTED & ASSOC

ABN 96 004 596 908

SURVEYING & PLANNING CONSULTANTS

362 MAGILL ROAD KENSINGTON PARK 5068

PHONE (08) 8332 7111 FAX (08) 8364 1829

email surveyors@johnbested.com.au

REF 18625.2

DRAWING 18625.2-COM

VERSION 9

LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
23	245	
24	200	
25	200	
26	200	
27	200	
28	200	
29	200	
30	200	
31	200	
32	200	
33	277	
34	224	
35	221	
36	221	
37	221	
38	221	
39	221	
41	196	
42	196	
43	196	
100	924	C42395
AGGREGATE	5163	

C42394

SHEET 1 OF 1

ACCEPTED

19.4.2021

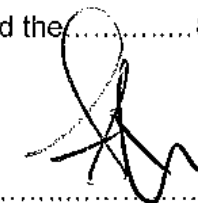
PRO REGISTRAR GENERAL

DEV No. 1551C081:16

CERTIFICATE OF LAND VALUER

I, ... **Fred Taormina** 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 8th day of April, 2021



Signature of Land Valuer



Sinking Fund Forecast

CC 42394 Inc



Scheme Number: CC 42394

COMPILED BY Peter Greenham

On September 09 2022

15 Years Starting at : Jun 12 2022

Reference Number V16: 91195

Independent Inspections
ABN 645 8817 4085
T 1300 857 149
M 0402 259 479
E admin@iigi.com.au
W www.iigi.com.au

FORECAST REPORT CONTENTS

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INTRODUCTION

In accordance with your instructions we have carried out an inspection of the property in order to determine a Forecast to assist the managers and owners in setting the appropriate fees to cover the building maintenance costs.

LOCATION OF PROPERTY

10-12 Briar Road, Felixstow, SA 5070

PROPOSED LEVIES

We have estimated that the proposed levies in this report will be adequate to meet projected costs, not traditionally in the administration fund.

We recommend that the forecast be regularly updated to ensure that an accurate assessment of the building and facilities management and to incorporate into the forecast any major changes brought about by legislation, or pricing.

The Sinking Fund Levy per entitlement per annum already set is :	\$0.10
Number of Lot/Unit Entitlements:	10000
Opening Balance	\$1,071
The Proposed Sinking Fund levy per entitlement per annum is :	\$0.10

METHODOLOGY

We have adopted a forecast period of this report for 15 Years. However, the items that have an effective life beyond the forecast period are taken into consideration in the calculation of the yearly estimated Sinking Fund Levy, as well as those items less than 15 Years. Sinking Fund Items that are identified in the report have been given a materially effective life at the time of inspection, that relates to its current condition compared to being replaced or painted. We also suggest that the committee review the forecast on an annual basis to take into account changes to the configuration of the building as the building ages.

The levy income has been determined by forecasting the expected expenditure to maintain the building and the effective life and making an allowance for those items that do not have a set lifespan. The levy income is initially adjusted to smooth the effects of major cost fluctuations given the initial fund balance and income depending on the financial position of the building. Levy income is then generally increased at a rate of 4% per annum over the remaining years of the forecast.

Interest receivable on the Sinking Fund Account has been allowed for in the calculation of funds available at a rate of 5%. The Interest receivable amount has been determined by using a net rate of 5% on the fund balance at the end of the preceding financial year and makes an allowance for charges that may arise. Where the rate is set to 0% it is not anticipated that sufficient interest will be accrued in the forecast period.

Replacement costs have been calculated by the current cost for each item to a standard, the same or better than the original at the time of inspection. These forecast costs are increased each year at a rate of 4% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 7% per annum has been applied to the forecast costs, it is applied to each item cost in the year the cost that is forecast to occur for allowance of variations from quotations obtained in advance.

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

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

GST has been incorporated to the financials

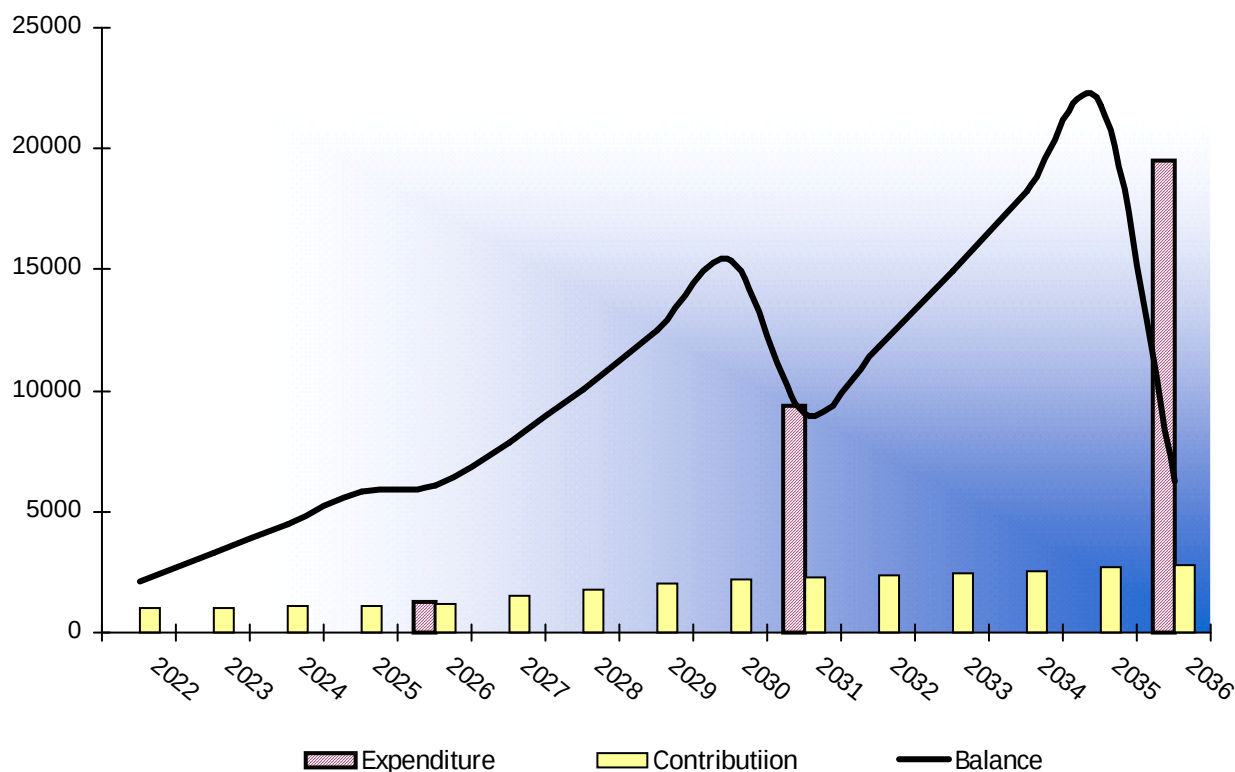
CC 42394 Inc

ANNUAL BALANCE FORECAST,EXPENDITURE AND CONTRIBUTION

Year		Costs	Income		Annual Fund Balance		Per Entitlement Levy
Life Years	Financial Year Starting	Estimated Expenditure (Inc GST)	Contribution Total P.A. incl 4.00% Inflation	Bank Interest at 5.00%	Opening Balance (Beginning of Year)	Closing Balance (End of Year)	
1	Jun 22	\$0	\$1,000	54	\$1,071	\$2,125	\$.10
2	Jun 23	\$0	\$1,040	106	\$2,125	\$3,271	\$.10
3	Jun 24	\$0	\$1,082	164	\$3,271	\$4,517	\$.11
4	Jun 25	\$0	\$1,125	226	\$4,517	\$5,868	\$.11
5	Jun 26	\$1,289	\$1,170	293	\$5,868	\$6,042	\$.12
6	Jun 27	\$0	\$1,500	302	\$6,042	\$7,844	\$.15
7	Jun 28	\$0	\$1,800	392	\$7,844	\$10,036	\$.18
8	Jun 29	\$0	\$2,000	502	\$10,036	\$12,538	\$.20
9	Jun 2030	\$0	\$2,200	627	\$12,538	\$15,365	\$.22
10	Jun 2031	\$9,408	\$2,288	768	\$15,365	\$9,013	\$.23
11	Jun 2032	\$0	\$2,380	451	\$9,013	\$11,844	\$.24
12	Jun 2033	\$0	\$2,475	592	\$11,844	\$14,911	\$.25
13	Jun 2034	\$0	\$2,574	746	\$14,911	\$18,231	\$.26
14	Jun 2035	\$0	\$2,677	912	\$18,231	\$21,820	\$.27
15	Jun 2036	\$19,470	\$2,784	1091	\$21,820	\$6,225	\$.28

CC 42394 Inc

FORECAST OF COSTS, INCOME AND BANK BALANCE



The Expected Costs (Expenditure) are a summary of the Yearly Expenses expected in the Forecast Year.

The Income represents the Proposed Levies (Contributions) for Each Financial Year.
The Closing Bank Balance is at the end of the Year, After Costs have been taken Out.

CC 42394 Inc

YEARLY PROJECTED FORECAST SUMMARY

Year Starting	June 2026	Expense
DRIVEWAY /CAR PARK & PAVING		
- Maintain Driveway Paving		\$1,289
Total Forecast Expenditure for year commencing:	June 2026	\$1,289

Year Starting	June 2031	Expense
DRIVEWAY /CAR PARK & PAVING		
- Maintain Driveway Paving		\$1,568
FENCING		
- Repaint Fencing		\$1,742
- Maintain Underground Pipework		\$4,356
FIXTURES/FITTINGS		
- Maintain Lighting		\$1,742
Total Forecast Expenditure for year commencing:	June 2031	\$9,408

Year Starting	June 2036	Expense
DRIVEWAY /CAR PARK & PAVING		
- Maintain Driveway Paving		\$1,908
FENCING		
- Maintain Underground Pipework		\$5,299
FIXTURES/FITTINGS		
- Maintain Switchboard/ Electrical		\$6,359
- Maintain/Repair Mail Boxes		\$3,784
- Maintain Lighting		\$2,120
Total Forecast Expenditure for year commencing:	June 2036	\$19,470

Item	Cost ** (Ex GST)	Replace In	Remain Life/Int Years	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
DRIVEWAY /CAR PARK & PAVING																		
- Maintain Driveway Paving	\$900	2026	5					1289					1568					1908
FENCING																		
- Repaint Fencing	\$1,000	2031	10										1742					
- Maintain Underground Pipework	\$2,500	2031	5										4356					5299
FIXTURES/FITTINGS																		
- Maintain Switchboard/ Electrical	\$3,000	2036	15															6359
- Maintain/Repair Mail Boxes	\$1,785	2036	15															3784
- Maintain Lighting	\$1,000	2031	5										1742					2120
\$10,185								1289					9408					19470

REPORT NOTES -

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

Every effort has been made to accurately estimate the costs of the items identified in this report, however if there items were put to tender, it would be expected that the quotations would vary and it is recommended that quotations are sourced as in advance of any anticipated sinking fund maintenance costs as possible.

The estimated life of each item is made at the time of the site inspection and the life cycles of each of the items having regard to where the building is located, as buildings in a salt environment tend to have a lesser life cycle and a higher maintenance requirement.

This sinking fund is not a building condition survey. We recommend that a periodic survey be carried out by qualified building contractors to assess the building condition, if required. The inspection of the common property of the scheme is a visual inspection only limited to those areas of the common property that are fully accessible and visible to the inspector from floor or ground level at the time of inspection.

COMPILED BY: Peter Greenham

Peter Greenham's Qualifications include:

Associate Diploma (Laboratory Operations), Diploma (Civil Engineering), Diploma (Quality Management), Diploma (Business), Diploma (Training and Assessment), Diploma (Laboratory Technology), Lead Environmental Auditor, National Association of Testing Authorities Technical Assessor for Construction Materials. Member of the Australian Organisation for Quality.

READILY ACCESSIBLE AREA INSPECTED

The inspection covered the Readily Accessible Areas of the property including:

Building Interior, Building Exterior, Roof Exterior, Driveway Areas, The grounds including, landscaping, retaining walls, fences within the property boundaries.

The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection of the property.

Other Comments

CC 42394 Inc

Independent Inspections

GENERAL CONDITIONS OF ENGAGEMENT

1 CONSULTANT'S RESPONSIBILITIES AND OBLIGATIONS

1.2 Independent Inspections Pty Ltd ("Consultant") will:

- (a) perform the services ("Services") which it has agreed to perform for its client ("Client") including any variations with due care, skill and diligence;
- (b) comply with the requirements of all legislation, statutory instruments, codes and mandatory standards applicable to the performance of the Services; and
- (c) perform the Services in a timely manner or within an agreed program for the commencement and completion of the Services to the extent that it is within the Consultant's reasonable control to do so

2 PAYMENT

2.1 The Client will pay to the Consultant the agreed fee for the performance of the Services plus related disbursements. If no fee or basis for calculating the fee has been agreed, then the Consultant is entitled to be paid a reasonable fee taking into consideration the Consultant's Schedule of Hourly Rates, By Category, For Fees on a Time Basis, current at the time the Services are performed, a copy of which shall be provided by the Consultant to the Client upon request.

2.2 Tax invoices issued by the Consultant for payment for the Services performed must be paid by the Client within 14 days of receipt, unless otherwise agreed.

2.3 If the Consultant's fees exclude any goods and services tax or the like tax ("GST"), the Client shall also pay to the Consultant the GST applicable to those fees.

2.4 Late payment of fees shall constitute a default and the client shall be a default interest on overdue amounts from the date of payment at a rate of 10% of the amount due each 7 days overdue.

3 VARIATIONS/DOCUMENTS

3.1 The Consultant shall be entitled to be paid a reasonable fee or compensation (including related costs, expenses, loss or damage) for any change required or performed to the Services, unless it is due to a default of the Consultant, as well as a reasonable extension of time to complete the Services as a consequence of the change

4 CLIENT'S RESPONSIBILITIES AND OBLIGATIONS

4.1 The Client agrees prior to placing the order that they have read and agreed to the conditions of engagement and by the placement of the order by phone, fax or email is liable for charges incurred.

4.2 The Client will provide the Consultant with all relevant information and documents relating to the Client's requirements;

4.3 promptly and satisfactorily answer all reasonable enquiries and furnish information requested by the Consultant;

4.4 take all reasonable steps to avoid doing or omitting anything which may delay the Consultant in performing the Services;

4.5 bear the costs of all fees and charges in connection with the performance of the Services including those associated with complying with statutory and

regulatory requirements such as permit or approval fees; and

4.6 discharge its obligations reasonably and in good faith.

4.7 An instruction by the Client to vary anything in drawings, specifications or other documents issued previously by the Consultant and complying with this Agreement or where amendments to such documents become necessary or desirable because of circumstances beyond the reasonable control of the Consultant, such instructions or amendments shall be considered to be a change to the Services.

4.8 The Client accepts the risk of using drawings, specifications, reports or any other documents issued by the Consultant in electronic form without requesting and checking them for accuracy against an original hard copy version.

5 DELAY AND EXTENSION OF TIME

5.1 The Consultant will be entitled to a reasonable extension of time for the performance of the Services if the Consultant is delayed in performing the Services

by an act, omission or event beyond the reasonable control of the Consultant.

5.2 If the Consultant is delayed in performing the Services by the Client or its contractors or agents, the Client will pay to the Consultant such costs, expenses,

loss or damage incurred by the Consultant or for which the Consultant is liable due to the delay

6 TERMINATION AND SUSPENSION OF SERVICES

6.1 Where either party commits a breach of this Agreement, the other party may give the defaulting party written notice specifying the breach and the period for its rectification, which shall not be less than 14 days from the date of service of the notice. If the defaulting party fails to rectify the breach within the period specified

in the notice, the other party may, without further notice, suspend or terminate this Agreement.

6.2 Either party may suspend or terminate this Agreement by written notice to the other party:

(a) Where a party, in the reasonable opinion of the other party suffers or may potentially suffer an adverse or potentially adverse alteration in its financial capacity to function as a solvent business or entity

(b) In the event of any occurrence or threat made by anyone in that is connected with Terrorism or War and in connection with this Agreement.

7 LIABILITY

7.1 The Consultant accepts responsibility for the performance or non-performance of the Services to the extent provided in this Agreement.

7.2 Consultant shall have no liability to the Client for or in connection with any indirect, economic, special or consequential loss or damage including without limitation; loss of actual or anticipated profit or revenue, business interruption or shutdown, loss of production, delay costs, loss of opportunity, income or rent, financing and holding costs in connection with the Services.

7.3 Notwithstanding any other provision of this Agreement,

(a) to the extent permissible by law, the Consultant will only be liable to the Client whether under contract, in tort, under statute or otherwise for any loss, damage or injury to the extent and in the proportion to which such loss, damage or injury is caused by the fault of the Consultant; and

(b) unless the Consultant's liability is limited under subclause 7.4, the Consultant's aggregate liability to the Client arising out of the performance or nonperformance of the Services, whether under the law of contract, tort (including negligence), statute or otherwise, shall be limited to the extent permissible by law to the fee payable to the Consultant under this Agreement (excluding GST and reimbursable expenses) or \$100,000, whichever is the lesser

7.4 This subclause 7.4 only applies if the law governing this Agreement is that of an Australian State or Territory and/or the Commonwealth of Australia. The liability of the Consultant for breach of any term, condition or warranty under or implied by the Trade Practices Act 1974 ("Act") shall be limited, at the option of the Consultant, and to the extent permitted by the Act, to:

(i) the supplying of the Services again; or

(ii) the payment of the cost of having the Services supplied again.

7.5 Any liability which the Consultant may have in connection with the Services, whether under the law of contract, tort (including negligence), statute or otherwise, shall be deemed to have been discharged at the expiration of 2 years from the completion of the Services and the Client is thereafter barred from commencing any action or making any claims against the Consultant in connection with the Services, unless legal proceedings are issued and the associated formal documentation served upon the Consultant within that period

8 ASBESTOS, MOULD TERRORISM

8.1 Notwithstanding anything else in this Agreement or any document or representations made by anyone and to the extent permitted by law, the Consultant shall not be liable or held responsible whether under the law of contract, tort (including negligence), statute or otherwise for any loss, damage, cost or expense of whatsoever nature (including personal injury and death) directly or indirectly caused by, resulting from, based upon, attributable to, in consequence of or in connection with asbestos or Mould or any act of Terrorism or War regardless of any other cause or event contributing concurrently or in any other sequence.

8.2 The Client releases the Consultant from all causes of action, proceedings, claims, demands, liabilities or rights which the Client has or may have had but for subclause 8.1 above and this subclause 8.2 and is barred from commencing any proceedings against the Consultant for any loss or damage caused by anything in connection with asbestos, Mould, Terrorism or War.

8.3 For the purposes of this clause:

(a) "Mould" means fungi, moulds, spores or mycotoxins of any kind;

(b) "Terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear; and

(c) "War" means war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of, or damage to, property by or under the order of any government or public local authority.

9 MISCELLANEOUS

9.1 If the Consultant began to perform the Services before this Agreement was agreed to by all the parties, the terms of this Agreement shall apply retrospectively from when the Services began to be performed.

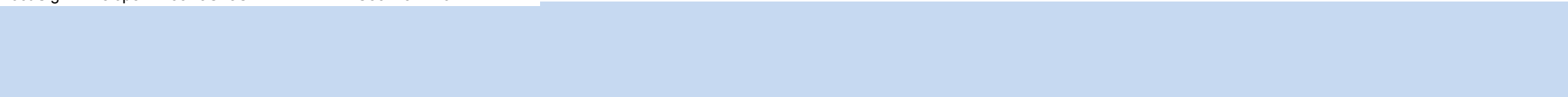
9.2 If the whole or any part of a clause in this Agreement is unenforceable for any reason, it shall be severed from this Agreement so that the remaining part of the clause or Agreement continues to operate as if the severed part had never been included in this Agreement.

9.3 Any conditions identified as Special Conditions shall take precedence over any other clause in this Agreement.

9.4 The Agreement shall be governed and construed in accordance with the laws of the Country, State or Territory where the majority of the Services are performed.

9.5 The Consultant shall retain copyright of all the intellectual property prepared by the Consultant. The Client shall be entitled to use them or copy them only for the works and the purpose for which they were intended. The ownership of date and factual information collected by the Consultant and paid for by the client shall, after payment by the Client, lie with the Client. The Client may reproduce drawings, specifications and other documents in which the Consultant has copyright, as reasonably required in connection with the project but not otherwise. The Client shall have no right to use any of these documents where any or all of the fees and expenses payable to the Consultant have not been paid in accordance with this agreement

Area	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
DRIVEWAY /CAR PARK & PAVING	0	0	0	0	1289	0	0	0	0	1568	0	0	0	0	1908
FENCING	0	0	0	0	0	0	0	0	0	6098	0	0	0	0	5299
FIXTURES/FITTINGS	0	0	0	0	0	0	0	0	0	1742	0	0	0	0	12263
					1289					9408					19470



FORM LF1 (Version 2)
GUIDANCE NOTES AVAILABLE

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE
COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

SERIES NO	PREFIX
3	LF

AGENT CODE

LODGED BY: LYNCH MEYER

MSLM

CORRECTION TO: LYNCH MEYER

MSLM

SUPPORTING DOCUMENTATION LODGED WITH APPLICATION
(COPIES ONLY)

- 1
- 2
- 3
- 4
- 5

PICK-UP NO.		
CP		
CORRECTION		PASSED
FILED		
REGISTRAR-GENERAL		

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.

TERMS OF INSTRUMENT NOT CHECKED
BY LAND SERVICES SA

BY-LAWS
DEVELOPMENT NO. 155/C081/16

PAGE 1 of 14

COMMUNITY PLAN NO. C42394

8 – 14 BRIAR ROAD, FELIXSTOW SA 5070

PRIMARY BY LAWS

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Certified correctly prepared in accordance with the requirements of the *Community Titles Act 1996* by the person who prepared the document


.....
Malinda Kuo - Legal Practitioner
190 Flinders Street
Adelaide SA 5000

COMMUNITY TITLES ACT 1996**COMMUNITY CORPORATION NO. 42394 INC
8 – 14 BRIAR ROAD, FELIXSTOW SA 5070****Part 1 - Preliminary**

1. In these by-laws, unless the contrary intention appears:

"the Act" means the Community Titles Act 1996;

"the corporation" means the Community Corporation No. 42394 Incorporated;

"corporation manager" means any party approved by the corporation having the relevant expertise and experience to properly manage and perform the duties and functions of the corporation under the Act and management agreement means any such agreement appointing the corporation manager pursuant to Section 75(5) of the Act;

"develop" includes:

- (i) the construction or alteration of any building, structure, fence, wall or other external fixture or fitting;
- (ii) any site works or landscaping;
- (iii) any change to any improvement on the community lot;

and *"development"* has a corresponding meaning;

"GST legislation" means A New Tax System (Goods and Services Tax) Act 1999;

"GST" means the goods and services tax established under the GST legislation;

"improvement" means anything which has been done to the community lot by the development of the community lot;

"landscaping" includes the provision and arrangement of trees, shrubs, ground covers, grassed areas, paving and similar site works;

"motor vehicle" includes motor cycle, caravan, boat and bicycle;

"visitors" includes customers, invitees and clients of the owner or occupier of a community lot;

"lot" means a community lot comprised in Community Corporation Plan Number 42394;

"Lot Holder" means the owner of a lot and where the context allows the occupier of a lot and a mortgagee in possession of a lot;

"occupier" of a lot includes, if the lot is unoccupied, the owner of the lot;

"party wall" includes the easement for support and shelter created under the Act;

"rules" means the rules made by the corporation pursuant to the powers contained in these by-laws;

a term defined in the Act has the same meaning when used in these by-laws unless the contrary intention appears;

a reference to any statute, regulation or council by-law includes all amendments, consolidations or replacements of them;

one gender includes all the other genders;

the singular includes the plural and the other way around.

Part 2 - Mandatory By-laws

2. Administration Management and Control of Common Property

- 2.1. The corporation is responsible for the tasks set out in the Act as the functions of the corporation, and any additional functions given to it under these by-laws.
- 2.2. The corporation is (in addition to its responsibilities under the Act) responsible for:
 - 2.2.1. the repair, maintenance and planting of the landscaped areas of the common property;
 - 2.2.2. the repair and maintenance of the driveway and car parking areas (if any) of the common property;
 - 2.2.3. the repair, maintenance and replacement of any security lighting on the common property;
 - 2.2.4. the repair, maintenance and replacement of any bitumen, concrete or paving bricks on the common property;
 - 2.2.5. the repair, and maintenance of the common property infrastructure.
- 2.3. Any costs incurred by the corporation in fulfilling its functions under either or both the Act and these by-laws are recoverable from the owners of the lots in proportion to the lot entitlement of each community lot.
- 2.4. In the administration, management and control of the common property, the corporation must ensure that these by-laws are adhered to by the persons that are bound by the by-laws. The corporation has an obligation to enforce the by-laws for the benefit of the owners and occupiers of the lots and for the benefit of the corporation.
- 2.5. The Corporation may appoint a Management Committee which shall be responsible to the Corporation for the administration, management and control of the Common Property, except with respect to matters concerning:
 - 2.5.1. the appointment of a Managing Agent pursuant to by-law 2.6;
 - 2.5.2. maintenance, upgrading or improvements to the Common Property where the item to be considered exceeds \$10,000.00; and

- 2.6. The corporation may appoint a manager to carry out, on behalf of the corporation the function of administering, managing and controlling the common property.
- 2.7. The manager (if any) must be appointed on a contract that is subject to annual review by the corporation.
- 2.8. If on annual review the corporation is dissatisfied with the manager's performance the corporation may determine the management agreement.

3. Use and Enjoyment of the Common Property

- 3.1. The common property is, subject to the Act and these by-laws for the common use and enjoyment of owners and occupiers in the community scheme and their visitors.
- 3.2. A person bound by these by-laws:
 - 3.2.1. must not obstruct the lawful use of the common property by any person;
 - 3.2.2. must not use the common property in a manner that unreasonably interferes with the use and enjoyment of the common property by the other persons bound by these by-laws or their visitors;
 - 3.2.3. must not make, or allow that person's visitors to make, undue noise in or about the common property;
 - 3.2.4. must not interfere, or allow that person's visitors to interfere, with other people in the enjoyment of their rights in relation to the common property;
 - 3.2.5. must not park a motor vehicle on a part of the common property on which parking is not authorised by the corporation;
 - 3.2.6. must take reasonable steps to ensure that their visitors do not park a motor vehicle on parts of the common property on which parking is not authorised by the corporation;
 - 3.2.7. must not repair motor vehicles on the common property;
 - 3.2.8. must not drive a motor vehicle at a speed of greater than 10 km/hour on the common property;
 - 3.2.9. must not damage or interfere with any landscaping or improvements on the common property;
 - 3.2.10. must not use any portion of the common property for that person's garden;
 - 3.2.11. must not display any sign, or any other conspicuous material of a similar nature on any part of the common property without the written consent of the corporation;
 - 3.2.12. must not leave or store any items on the common property.

- 3.3. The corporation may by ordinary resolution approve the use of the common property in a manner inconsistent with these by-laws.

4. Use of Lots/Persons bound by these By-laws

- 4.1. Subject to the Act any other relevant legislation and these by-laws a person bound by these by-laws must not use a lot for a purpose unless the use is consistent with the scheme description, the by-laws and the use has been otherwise approved by the corporation.
- 4.2. The following persons are bound by these by-laws:
- 4.2.1. the corporation;
- 4.2.2. the lot holders and occupiers of the community lots comprising the community scheme;
- 4.2.3. persons entering the community parcel.

5. Variation of By-laws

- 5.1. These by-laws come into operation when the plan of community division is deposited in the Land Titles Registration Office.
- 5.2. These by-laws continue until varied or cancelled as provided for in the Act.

Part 3 - General Provisions

6. Development of Community Lots

- 6.1. The following by-laws regulate any future development on the community lots, and the word "*developer*" means any person who conducts any development on the community lot.
- 6.2. The developer must not develop a community lot unless the development complies with the requirements of these by-laws, the scheme description for this development and the requirements of the relevant development authority.
- 6.3. Any further development of any community lot which involves the alteration or destruction of a party wall, requires the prior written consent of any person with registered party wall rights.
- 6.4. The developer must only develop the community lot for a purpose allowed under the relevant development plan under the Development Act 1993.
- 6.5. The corporation may by prior special resolution approve any development which would otherwise be in breach of these by-laws.
- 6.6. The scheme description lodged with these by-laws has created secondary division of lots.
- 6.7. The corporation will do all acts, matters and things and grant such approvals as may be required, to give effect to the intent of the scheme description and this by-law is authority for the corporation to do so.

7. Noise

A person bound by these by-laws must not on the community parcel create any noise likely to interfere with the peaceful enjoyment of the Lot Holder or occupier of another lot or of any person lawfully using common property.

8. Vehicles

In addition to any other power, authority, duty or function imposed or conferred on the corporation, it has the power to tow away any motor vehicle parked or standing in contravention of these by-laws at the expense of the person whose act or default has caused the contravention and that person must indemnify the corporation for all costs and damages arising out of such actions.

9. Obstruction

A person bound by these by-laws must not obstruct lawful use of common property by any person.

10. Damage to Common Property

A person bound by these by-laws must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the improvements on the community parcel, or common property except with the consent of the corporation.

11. Behaviour of Invitees

- 11.1. A person bound by these by-laws must take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Lot Holder or occupier or of any person lawfully using the common property.
- 11.2. A person bound by these by-laws is liable to compensate the corporation in respect of all damage to the common property or personal property of the corporation caused by such person.
- 11.3. The owner of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available to that owner under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.
- 11.4. The duties and obligations imposed by these by-laws on a Lot Holder or occupier of a lot must be observed not only by the Lot Holder or occupier but also by guests, servants, employees, agents, children, invitees and licensees of such Lot Holder or occupier.

12. Depositing Rubbish etc on Common Property

- 12.1. A person bound by these by-laws must not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Lot Holder or occupier of another lot or of any person lawfully using the common property.

- 12.2. A person bound by these by-laws must not throw or allow to fall or permit or allow to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever on the common property. Any damage or costs for cleaning or repair caused by such breach is the responsibility of the Lot Holder or occupier.
 - 12.3. A person bound by these by-laws must not smoke cigarettes, pipes, cigars or the like on the common property.
13. **Storage of Flammable Liquids etc.**
 - 13.1. A Lot Holder must not, except with the consent in writing of the corporation, use or store on his lot or on the common property any flammable chemical, liquid or gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine or domestic cleaning chemicals.
 - 13.2. A Lot Holder or occupier must not bring to, do or keep anything in his lot which will increase the rate of fire insurance on any building or any property on a lot or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon the building or any property on the community parcel or the regulations or ordinances of any public authority for the time being in force.
 - 13.3. If a Lot Holder or occupier does or permits to be done any act matter or thing which has the effect of invalidating or avoiding any policy of insurance taken out by the corporation then such owner or occupier is responsible for any damage or loss which the corporation or any other Lot Holder may suffer or incur as a result.
 - 13.4. If the corporation consents to a Lot Holder or occupier bringing to doing or keeping anything in his lot which increases the rate of fire insurance on any building or on any property on a lot, such Lot Holder or occupier must pay the amount of any increased premium to the corporation upon demand.
14. **Garbage disposal**
 - 14.1. A Lot Holder or occupier of a lot must:
 - 14.1.1. except where the corporation provides some other means of disposal of garbage, (which other means of disposal must be adhered to by the Lot Holder or occupier) maintain within his lot, or on such part of the common property as may be authorised by the corporation, in clean and dry condition and adequately covered, a receptacle(s) for garbage;
 - 14.1.2. comply with all local authority by-laws and ordinances relating to the disposal of garbage;
 - 14.1.3. ensure that the health, hygiene and comfort of the Lot Holder or occupier of any other lot is not adversely affected by his disposal of garbage.
 - 14.2. If applicable, garbage receptacles must be placed only where approved by the corporation and used only for the purpose for which they are provided.

- 14.3. Empty bottles, boxes, used containers and similar items must be stored tidily and so far as possible, out of sight, in the area approved by the corporation pursuant to clause 14.2.

15. Keeping of animals

- 15.1. A person bound by these by-laws must not keep an animal (without the prior written consent of the corporation), in or in the vicinity of a lot but this by-law 15 does not prevent an occupier of or visitor to a lot who suffers from a disability from keeping a "relevant animal" (as defined in the Act) in or in the vicinity of a lot or common property, if trained to assist the occupier in respect of that disability.
- 15.2. Where a person bound by these by-laws (with the consent of the corporation or pursuant to clause 15.1) brings or keeps an animal on a lot or any other part of the common property that person is:
- 15.2.1. liable to the proprietors or occupiers of all other lots comprised in the plan of community division, and all other persons lawfully on the common property for any act or noise which is disturbing to an extent which is unreasonable, and for damage to, or loss of property or injury to any person caused by the animal; and
- 15.2.2. responsible for cleaning up after the animal has fouled any part of another lot or any part of the common property.

16. Tenants to have notice of by-laws

A copy of these by-laws must be given to the lessee or occupier of any lot not personally occupied by the Lot Holder and must be incorporated as an annexure to any lease or licence granted to a lessee or occupier.

17. Observance of by-laws

The duties and obligations imposed by these by-laws on a Lot Holder must be observed not only by the Lot Holder but by the Lot Holder's occupiers tenants, guests, servants, employees, agents, children, invitees and licensees.

18. Lot to be kept clean

Each Lot Holder or occupier must:

- 18.1. keep his lot clean and take all practicable steps to prevent infestation by vermin and/or insects;
- 18.2. be responsible for the interior maintenance and decoration of his lot.

19. Use of water etc

- 19.1. A Lot Holder or occupier must not waste the water and must ensure that all water taps in his lot are promptly turned off after use.
- 19.2. The water closets, conveniences and other water apparatus including waste pipes and drains must not be used for any purposes other than those for which they were constructed. A Lot Holder or occupier must ensure that rubbish and other unsuitable substances are not deposited in to the water

pipes and drains. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence must be borne by the Lot Holder whether such damage or blockage is caused by his own actions, or those of his tenants, servants, agents, guest, employees, invitees, or licensees.

20. Notice to be given

A Lot Holder or occupier must give the corporation prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures which comes to his knowledge. The corporation has authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the common area as often as may be necessary.

21. Unavoidable noise to be minimised

The Lot Holder or occupier of a lot must take all practical means to minimise annoyance to other occupants caused by unavoidable noise in his lot, by closing all doors, windows and curtains of his lot and by taking such further steps as may be within his power for the same purpose.

22. Committee may make rules

The corporation may make rules relating to the common property not inconsistent with these by-laws ("rules") and rules must be observed by the Lot Holders and their tenants, servants, agents, guests, employees, invitees or licensees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Lot Holders.

23. Lot Holders not to instruct contractors/workmen

Lot Holders must not directly instruct any contractors or workmen employed by the corporation unless so authorised, and all requests for consideration of any particular matter to be referred to the corporation must be directed to the secretary or corporation manager and not to the chairman or any member of the corporation.

24. Use of lots - specific

Subject to the provisions of these by-laws, the Scheme Description and the Development Plan for the City of Norwood, Payneham and St Peters and any other relevant Statutory enactments:

24.1. the lots will only be used for residential accommodation.

24.2. a Lot Holder or occupier is prohibited from leasing or granting rights of occupation in respect of a lot for valuable consideration for a period of less than two (2) months.

This clause 24 does not preclude a Lot Holder entering into a lease, licence or management agreement on normal commercial terms for use of that lot in accordance with a use authorised by a relevant development authority, but excludes the use of a lot for short term accommodation in the style or manner of "Air B n B" or like services.

25. Security

The corporation of its own accord may, or by direction of a Lot Holder must, take all reasonable steps to ensure the security of the community parcel and property of the corporation and the observance of these by-laws. Without limiting this clause, the corporation may close off any part of the common property not required for ingress or egress to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by Lot Holders or occupiers of any such part of the common property.

26. Sinking Fund

- 26.1. The corporation may establish a sinking fund to fund the provision of major items of repair or maintenance to the community parcel.
- 26.2. The corporation must advise the Lot Holders in writing of the establishment of any such sinking fund and of the contribution to be made by the Lot Holder.
- 26.3. The following provision shall apply to any sinking fund established under this by-law:
 - 26.3.1. the corporation will establish a separate fund for such monies and all monies paid by the Lot Holder in this regard will be paid into that fund;
 - 26.3.2. that fund or so much of the balance standing to the credit of that fund as remains unexpended from time to time for a purpose for which the fund was established will be held by the corporation in a separate interest bearing account; and
 - 26.3.3. any amount paid by the corporation to the credit of that fund, and the net interest earned by the corporation on that fund, will not be applied by the corporation for any purpose other than payment of outgoings for which the fund was established.

27. Corporations rights and powers - unpaid levies

- 27.1. A Lot Holder (which expression shall extend to a corporation and a mortgagee in possession) must pay on demand:
 - 27.1.1. the whole of the corporation's costs and expenses (including Solicitors and own client costs) incurred in recovering levies or money duly levied upon that Lot Holder's lot in the plan by the corporation pursuant to the Act or pursuant to the by-laws of the corporation;
 - 27.1.2. such costs as may have been ordered to be paid by the Lot Holder to the corporation by any court tribunal or body with authority to order the payment of costs.
- 27.2. If the Lot Holder fails to pay those costs and expenses when demanded to, the corporation may take action for the recovery of those costs and expenses in any court of competent jurisdiction. However, in respect of the corporation's party and party costs, the corporation must comply with any procedure for the taxation and recovery of costs provided for in the rules of the court, tribunal or other body which orders payment in costs in favour of the corporation.

- 27.3. If a contribution levied under the Act is unpaid 30 days after it falls due for payment, then interest accrues on the amount of the unpaid contribution at an annual rate as determined by the corporation from time to time, unless otherwise determined by ordinary resolution at a general meeting. At the discretion of the committee of the corporation, any corporation manager has administrative discretion to write off interest at a limit to be determined by the corporation from time to time.
- 27.4. If at the time a person becomes the Lot Holder of a lot, another person is liable in respect of the lot to pay interest on a contribution, the Lot Holder is jointly and severally liable with the other person for the payment of the interest.
- 27.5. The amount of any interest is recoverable by the corporation as a liquidated debt.
- 27.6. Where the corporation expends money to make good damage caused by a breach of the Act, or of these by-laws by any Lot Holder or the tenants, occupiers, guests, servants, employees, agents, children, invitees or licensees of the Lot Holder or any of them the committee is entitled to recover the amount so expended as debt in an action in any court of competent jurisdiction from the Lot Holder of the lot at the time when the breach occurred.
- 28. Insurance**
- 30.1 In addition to the insurances required to be effected by the corporation pursuant to the Act, the corporation must also arrange for insurance for the whole of the improvements on each lot included in the community scheme ensuring that the interest of each owner of each lot and other parties (as required) are noted on the policies of insurance. The costs of arranging insurance(s) in terms of this by-law are to be recovered from the owners of the lots proportionate to their lot entitlements.
- 28.2. The community corporation must review, on an annual basis:
- 28.2.1. all insurance effected by it; and
- 28.2.2. the need for new or additional insurances.
- 28.3. Notice of an Annual General Meeting must include a form of motion to decide whether insurance(s) effected by the community corporation should be confirmed, varied or extended.
- 28.4. The community corporation must immediately effect new insurances or vary or extend insurances if there is an increase in risk or a new risk to common property or the community corporation.
- 28.5. A Lot Holder or occupier must not do anything that might:
- 28.5.1. void or prejudice insurance effected by the community corporation; or
- 28.5.2. increase any insurance premium payable by the community corporation.

TERMS OF INSTRUMENT NOT CHECKED
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BY-LAWS
DEVELOPMENT NO. 155/C081/16

29. **Severability**

If any by-law or any part of these by-laws cannot be given effect or full force and effect by reason of statutory invalidity or otherwise such by-law or part by-law as the case may be which cannot be given effect or its full force and effect must be severed, ignored or read down restrictively but so as to maintain and uphold as far as possible the remaining by-laws.

30. **Offence**

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

31. **Penalty**

The maximum penalty for the breach of any of these by-laws or the rules is \$500.00 or such other maximum amount as may from time to time be provided for by Section 34 of the Act.

RESOLUTIONS AFFECTING STRATA CORPORATION 42394 INC

DISCLAIMER - Strata Data will not be held liable for any missing, incomplete or incorrect information provided prior to the commencement of our management: 05/05/2021

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

DATE	RESOLUTION
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28/06/21	<u>Corporations Right to Recover Money</u>
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That the Corporation may recover any money owing to it under the Community Titles Act s114 (7), (8) or the by-laws as a debt. An owner of a Community lot must pay or reimburse the corporation on demand, the costs, charges and expenses of the Corporation in connection with contemplated or actual enforcement, or preservation of any rights under the by-laws in relation to the owner or occupier. The Corporation further empowers the Body Corporate Manager to act on its behalf in the recovery of monies owed to it and to take the necessary steps to ensure that this motion is complied with.

Interest Applied on Overdue Levies

That if a levy is not paid on the date by which it becomes due and payable in accordance with a Resolution of the Corporation, the Corporation resolves to apply interest charges on those levies at a rate of 10% per annum.

Insurance Excess

That the cost of the insurance excess be borne by the Lot from which the claim originated. That where a claim has originated from Common Property, the Body Corporate be responsible for the cost of the excess. That where a claim against a Lot owner's alteration and/or addition is made, the responsibility of the insurance excess relating to that claim be borne by that Lot owner.

17/08/21	<u>Amendment of Corporation By-Laws</u>
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That members of Community Corporation 42394 Inc. resolve to amend the primary by-laws in accordance with the marked-up amendments shown in Annexure A attached, pursuant to section 39 of the Act, which shows the inclusion of a new clause 24A regarding the visitor car parks and some minor amendments to the current by-laws which are self-explanatory. A clean version of the amended by-laws in the form attached as Annexure B is to be deposited at Land Services SA. The corporation manager is to be instructed to do all things necessary to give effect to the above resolution and liaise with the developer's lawyers to finalise appropriate documentation to effect the changes at Land Services SA.

22/08/22	<u>Related Costs for Recovery of Outstanding Money</u>
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That the Body Corporate seek to recover overdue levies which remain unpaid after a period of four weeks from the due date, having first notified the owner of proposed action. Related costs associated with the recovery of outstanding money shall be levied as a debt against the unit.

14/08/23 Sinking Fund Analysis Review

The members present reviewed the sinking fund report prepared by Independent Inspections in line with legislation and it was noted the sinking fund balance and plan of works aligned with the report.



STRATA COMMUNITY INSURANCE

stratacommunityinsure.com.au

T 1300 SCINSURE (1300 724 678)
E myenquiry@scinsure.com.au
A 12 Tucker Street, Adelaide SA 5000

CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	SRSC23002292
PDS AND POLICY WORDING	Residential Strata PDS & Policy Wording SCI034-Policy-RS-PPW-02/2021
THE INSURED	Community Corporation No. 42394 & 42395 Inc.
SITUATION	10-12 Briar Road Felixstow SA 5070
PERIOD OF INSURANCE	Commencement Date: 4.00pm on 14/04/23 Expiry Date: 4.00pm on 14/04/24
INTERMEDIARY	MGA Insurance Brokers Pty Ltd
ADDRESS	176 Fullarton Road Dulwich SA 5065
DATE OF ISSUE	5 January 2024

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$14,360,649
		Common Area Contents	\$143,606
	PART B	2. Terrorism Cover under Section 1 Part A2	Applies
		Loss of Rent/Temporary Accommodation	\$2,154,097
SECTION 2	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
SECTION 3	Liability		\$30,000,000
SECTION 4	Voluntary Workers		\$200,000/\$2,000
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$250,000
SECTION 9	PART A - Government Audit Costs - Professional Fees		\$25,000
	PART B - Appeal Expenses		\$100,000
	PART C - Legal Defence Expenses		\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder or any noted interested parties. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.