

MAGAIN

Denham Property Sales Pty Ltd T/A Magain Real Estate
Shop 2, 515 Brighton Road, Brighton 5048
Tel: 08 8398 1494 Agent No: 299713

FORM 1 - Vendor's Statement

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

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Preliminary

To the purchaser:

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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

PART A – PARTIES AND LAND

1 Purchaser:

Address:

2 Purchaser's registered agent:

Address:

3 Vendor:

Erin Syke Ludbey

Address:

8/225 Prospect Road, Prospect SA 5082

4 Vendor's registered agent:

Denham Property Sales Pty Ltd T/A Magain Real Estate

Address:

Shop 2, 515 Brighton Road, Brighton 5048

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

6 Description of the land:

[Identify the land including any certificate of title reference]

The land situated at Unit 8/225 Prospect Road, Prospect SA 5082 and being whole of the land in Certificate of Title Volume 6238 Folio 224 and being whole of Lot 8 on Primary Community Plan 27564 in the Area named Prospect in the Hundred of Yatala Portion Of the Within Land Marked W On C27564 Exists Above A Level Of 31.37 Metres A.H.D.

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:

8/225 Prospect Road, Prospect SA 5082

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

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

travis@magain.com.au

(being a number or address provided to you by the vendor for the purpose of service of the notice); or

- (d) left for the vendor's agent (with a person apparently responsible to the agent) at, or posted by registered post to the agent at, the following address:

Shop 2, 515 Brighton Road, Brighton 5048

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

Note–

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

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

5 – Effect of service

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

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

Proceeding with the purchase

If you wish to proceed with the purchase—

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

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

To the purchaser:

*I / ~~We~~,

Erin Syke Ludbey _____

of

8/225 Prospect Road, Prospect SA 5082 _____

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

Date: _____ Signed: _____

Date: _____ Signed: _____

**PART D – CERTIFICATE WITH RESPECT TO PRESCRIBED INQUIRIES BY REGISTERED AGENT
(section 9)**



To the purchaser:

I,

Travis Denham _____

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

Exceptions:

NIL _____

Date: _____ Signed: _____

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

SCHEDULE – DIVISION 1

PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND

(section 7(1)(b))

Note –

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

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

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

TABLE OF PARTICULARS

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

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

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

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

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

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

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

Column 1	Column 2	Column 3
1. General		
<p>1.1 Mortgage of land</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p>Is this item applicable? <input checked="" type="checkbox"/></p> <p>Will this be discharged or satisfied prior to or at settlement? YES</p> <p>Are there attachments? YES</p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to Certificate of Title</p> <p>Number of mortgage (if registered): 14069609</p> <p>Name of mortgagee: Commonwealth Bank of Australia (ACN: 123 123 124)</p>	
<p>1.2 Easement (whether over the land or annexed to the land)</p> <p>Note - "Easement" includes rights of way and party wall rights.</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p>Is this item applicable? <input type="checkbox"/></p> <p>Will this be discharged or satisfied prior to or at settlement? YES/NO</p> <p>Are there attachments? YES/NO</p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Description of land subject to easement:</p> <p>Nature of easement:</p> <p>Are you aware of any encroachment on the easement?</p> <p>(If YES, give details):</p> <p>If there is an encroachment, has approval for the encroachment been given?</p> <p>(If YES, give details):</p>	
<p>1.3 Restrictive covenant</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p>Is this item applicable? <input type="checkbox"/></p> <p>Will this be discharged or satisfied prior to or at settlement? YES/NO</p> <p>Are there attachments? YES/NO</p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Nature of restrictive covenant:</p> <p>Name of person in whose favour restrictive covenant operates:</p> <p>Does the restrictive covenant affect the whole of the land being acquired?</p> <p>(If NO, give details):</p> <p>Does the restrictive covenant affect land other than that being acquired?</p>	

Column 1	Column 2	Column 3
1.4 Lease, agreement for lease, tenancy agreement or licence	Is this item applicable? Will this be discharged or satisfied prior to or at settlement?	<input type="checkbox"/> YES/NO
(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.)	Are there attachments? If YES , identify the attachment(s) (and, if applicable, the part(s) containing the particulars): Names of parties: Period of lease, agreement for lease etc: From: To: Amount of rent or licence fee: per (period)	YES/NO
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]	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):	
5. Development Act 1993 (repealed)		
5.1 section 42 - Condition (that continues to apply) of a development authorisation	Is this item applicable? Will this be discharged or satisfied prior to or at settlement?	<input checked="" type="checkbox"/> NO
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]	Are there attachments? If YES , identify the attachment(s) (and, if applicable, the part(s) containing the particulars): Refer to City of Prospect Council Searches Condition(s) of authorisation: Refer to City of Prospect Council Searches	YES
6. Repealed Act conditions		
6.1 Condition (that continues to apply) of an approval or authorisation granted under the Building Act 1971 (repealed), the City of Adelaide Development Control Act 1976 (repealed), the Planning Act 1982 (repealed) or the Planning and Development Act 1967 (repealed)	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? If YES , identify the attachment(s) (and, if applicable, the part(s) containing the particulars): Nature of condition(s):	<input type="checkbox"/> YES/NO YES/NO
[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	Is this item applicable?	<input checked="" type="checkbox"/>
	Will this be discharged or satisfied prior to or at settlement? Are there attachments? If YES , identify the attachment(s) (and, if applicable, the part(s) containing the particulars): Refer to Certificate of Emergency Services Levy Payable Date of notice: 25/09/2025 Amount of levy payable: \$136.25	YES YES

Column 1	Column 2	Column 3
19. Land Tax Act 1936		
19.1 Notice, order or demand for payment of land tax	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to Certificate of Land Tax Payable</p> <p>Date of notice, order or demand: 25/09/2025</p> <p>Amount payable (as stated in the notice): \$0.00</p>	<input checked="" type="checkbox"/> YES YES
23. Metropolitan Adelaide Road Widening Plan Act 1972		
23.1 section 6 - Restriction on building work	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to Transport and Strategy Planning Division Response</p> <p>Does the restriction apply to all of the land? YES</p> <p>If NO, give details about the part of the land to which the restriction applies:</p>	<input checked="" type="checkbox"/> NO YES
29. Planning, Development and Infrastructure Act 2016		
29.1 Part 5 - Planning and Design Code	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to City of Prospect Council Searches & Plan SA Section 7 Report</p> <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):</p> <p>Refer to City of Prospect Council Searches & Plan SA Section 7 Report</p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area? NO</p> <p>Is the land designated as a local heritage place? NO</p> <p>Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? NO</p> <p>Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? NO</p> <p>Note- For further information about the Planning and Design Code visit https://code.plan.sa.gov.au.</p>	<input checked="" type="checkbox"/> NO YES
<p>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</p>		
29.2 section 127 - Condition (that continues to apply) of a development authorisation	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p>	<input type="checkbox"/> YES/NO YES/NO
<p>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</p> <p style="font-size: 2em; text-align: center;">N/A</p>		

Column 1	Column 2	Column 3
34. Water Industry Act 2012		
34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to Certificate of Water and Sewer Charges & Encumbrance Information</p> <p>Date of notice or order: 25/9/2025</p> <p>Name of person or body who served notice or order: SA Water</p> <p>Amount payable (if any) as specified in the notice or order: \$176.70</p> <p>Nature of other requirement made (if any) as specified in the notice or order: Refer to Certificate of Water and Sewer Charges & Encumbrance Information</p>	<input checked="" type="checkbox"/> YES YES

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 Plan NO 27564

Address of community corporation:

225 Prospect Road, Prospect SA 5082

2 Application must be made in writing to the community corporation for the particulars and documents referred to in 3 and 4.

Application must also be made in writing to the community corporation for the documents referred to in 6 unless those documents are obtained from the Lands Titles Registration Office.

3 Particulars supplied by the community corporation or known to the vendor:

(a) particulars of contributions payable in relation to the lot (including details of arrears of contributions related to the lot):

Refer to the Particulars supplied (Pursuant to Section 139 – Community Titles Act 1996)

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

Refer to the Particulars supplied (Pursuant to Section 139 – Community Titles Act 1996)

(c) particulars of expenditure that the community corporation has incurred, or has resolved to incur, and to which the owner of the lot must contribute, or is likely to be required to contribute:

Refer to the Particulars supplied (Pursuant to Section 139 – Community Titles Act 1996)

(d) if the lot is a development lot, particulars of the scheme description relating to the development lot and particulars of the obligations of the owner of the development lot under the development contract:

Refer to the Particulars supplied (Pursuant to Section 139 – Community Titles Act 1996)

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

Refer to the Particulars supplied (Pursuant to Section 139 – Community Titles Act 1996)

[If any of the above particulars have not been supplied by the community corporation by the date of this statement and are not known to the vendor, state "not known" for those particulars.]

4 Documents supplied by the community corporation that are enclosed:

(a) a copy of the minutes of the general meetings of the community corporation and management committee
*for the 2 years preceding this statement/since the deposit of the community plan;

(*Strike out or omit whichever is the greater period)

YES

(b) a copy of the statement of accounts of the community corporation last prepared;

(c) a copy of current policies of insurance taken out by the community corporation.

YES

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

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

6 The following documents are enclosed:

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

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

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

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

Name:

Horner Management

Address:

232 South Road Mile End SA 5031

Note—

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

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

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

Governance

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

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

Use of your property

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

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

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments - voting rights

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

Further information

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

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

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

You can also seek advice from a legal practitioner.

Form R3

Buyers information notice

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

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

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

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

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

Safety

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

Enjoyment

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

Value

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

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

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



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 6238 Folio 224

Parent Title(s) CT 6104/696, CT 6104/699
Creating Dealing(s) AP 13294857
Title Issued 02/06/2020 **Edition** 4 **Edition Issued** 04/07/2023

Diagram Reference

Estate Type

FEE SIMPLE

Registered Proprietor

ERIN SKYE LUDBEY
OF UNIT 8 225 PROSPECT ROAD PROSPECT SA 5082

Description of Land

LOT 8 PRIMARY COMMUNITY PLAN 27564
IN THE AREA NAMED PROSPECT
HUNDRED OF YATALA

PORTION OF THE WITHIN LAND MARKED W ON C27564 EXISTS ABOVE A LEVEL OF 31.37 METRES A.H.D.

Easements

NIL

Schedule of Dealings

Dealing Number	Description
14069609	MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
28/11/2012	11855552	BY-LAWS	FILED
29/04/2020	13294858	SCHEME DESCRIPTION	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

Certificate of Title

Title Reference: CT 6238/224

Status: CURRENT

Edition: 4

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
28/11/2012	12/12/2012	11855552	BY-LAWS	FILED	C27564
29/04/2020	02/06/2020	13294858	SCHEME DESCRIPTION	FILED	C27564

Registrar-General's Notes

No Registrar-General's Notes exist for this title

Certificate of Title

Title Reference CT 6238/224
Status CURRENT
Easement NO
Owner Number 18950397
Address for Notices UNIT 8, 225 PROSPECT RD PROSPECT, SA 5082
Area 66m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

ERIN SKYE LUDBEY
OF UNIT 8 225 PROSPECT ROAD PROSPECT SA 5082

Description of Land

LOT 8 PRIMARY COMMUNITY PLAN 27564
IN THE AREA NAMED PROSPECT
HUNDRED OF YATALA

PORTION OF THE WITHIN LAND MARKED W ON C27564 EXISTS ABOVE A LEVEL OF 31.37 METRES A.H.D.

Last Sale Details

Dealing Reference TRANSFER (T) 13320002
Dealing Date 19/06/2020
Sale Price \$519,950
Sale Type FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	14069609	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
0522864236	CURRENT	Unit 8, 225 PROSPECT ROAD, PROSPECT, SA 5082

Notations

Dealings Affecting Title

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
28/11/2012 11:54	11855552	BY-LAWS	FILED
29/04/2020 09:51	13294858	SCHEME DESCRIPTION	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	0522864236
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2020
Property Location	Unit 8, 225 PROSPECT ROAD, PROSPECT, SA 5082
Local Government	PROSPECT
Owner Names	ERIN SKYE LUDBEY
Owner Number	18950397
Address for Notices	UNIT 8, 225 PROSPECT RD PROSPECT, SA 5082
Zone / Subzone	UC(L) - Urban Corridor (Living)
Water Available	Yes
Sewer Available	Yes
Land Use	1330 - Townhouse - Defined As Home Unit With Both Ground And First Floor Areas
Description	5HGCP
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C27564 LOT 8	CT 6238/224

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$270,000	\$640,000			
Previous	\$235,000	\$580,000			

Building Details

Valuation Number	0522864236
Building Style	Conventional
Year Built	2019
Building Condition	Very Good
Wall Construction	Cement Sheet; Weatherbrd; Log
Roof Construction	Colourbond
Equivalent Main Area	139 sqm
Number of Main Rooms	5

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

Certificate of Title

Title Reference	CT 6238/224
Status	CURRENT
Easement	NO
Owner Number	18950397
Address for Notices	UNIT 8, 225 PROSPECT RD PROSPECT, SA 5082
Area	66m ² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

ERIN SKYE LUDBEY
OF UNIT 8 225 PROSPECT ROAD PROSPECT SA 5082

Description of Land

LOT 8 PRIMARY COMMUNITY PLAN 27564
IN THE AREA NAMED PROSPECT
HUNDRED OF YATALA

PORTION OF THE WITHIN LAND MARKED W ON C27564 EXISTS ABOVE A LEVEL OF 31.37 METRES A.H.D.

Last Sale Details

Dealing Reference	TRANSFER (T) 13320002
Dealing Date	19/06/2020
Sale Price	\$519,950
Sale Type	FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	14069609	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
0522864236	CURRENT	Unit 8, 225 PROSPECT ROAD, PROSPECT, SA 5082

Notations

Dealings Affecting Title

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
28/11/2012 11:54	11855552	BY-LAWS	FILED
29/04/2020 09:51	13294858	SCHEME DESCRIPTION	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	0522864236
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2020
Property Location	Unit 8, 225 PROSPECT ROAD, PROSPECT, SA 5082
Local Government	PROSPECT
Owner Names	ERIN SKYE LUDBEY
Owner Number	18950397
Address for Notices	UNIT 8, 225 PROSPECT RD PROSPECT, SA 5082
Zone / Subzone	UC(L) - Urban Corridor (Living)
Water Available	Yes
Sewer Available	Yes
Land Use	1330 - Townhouse - Defined As Home Unit With Both Ground And First Floor Areas
Description	5HGCP
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C27564 LOT 8	CT 6238/224

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$270,000	\$640,000			
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Roof Construction	Colourbond
Equivalent Main Area	139 sqm
Number of Main Rooms	5

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

Property Interest Report

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

Title Reference	CT 6238/224	Reference No. 2714636
Registered Proprietors	E S*LUBBEY	Prepared 24/09/2025 17:16
Address of Property	Unit 8, 225 PROSPECT ROAD, PROSPECT, SA 5082	
Local Govt. Authority	THE CITY OF PROSPECT	
Local Govt. Address	PO BOX 171 PROSPECT SA 5082	

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

Table of Particulars

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

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

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

1. General

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

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

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

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

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

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

also

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

2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

3. **Burial and Cremation Act 2013**

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

- | | | |
|------|--|---|
| 5.10 | section 84 - Enforcement notice | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply |
| 5.11 | section 85(6), 85(10) or 106 - Enforcement order | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply |
| 5.12 | Part 11 Division 2 - Proceedings | Contact the Local Government Authority for other details that might apply

also

Contact the vendor for these details |

6. Repealed Act conditions

- | | | |
|-----|--|---|
| 6.1 | Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed)

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

also

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

7. Emergency Services Funding Act 1998

- | | | |
|-----|---------------------------------|--|
| 7.1 | section 16 - Notice to pay levy | An Emergency Services Levy Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.

Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au |
|-----|---------------------------------|--|

8. Environment Protection Act 1993

- | | | |
|-----|---|---|
| 8.1 | section 59 - Environment performance agreement that is registered in relation to the land | EPA (SA) 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

A Land Tax Certificate will be forwarded.
If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.

Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au

20. **Local Government Act 1934 (repealed)**

- 20.1 Notice, order, declaration, charge, claim or demand given or made under the Act

Contact the Local Government Authority for other details that might apply

21. **Local Government Act 1999**

- 21.1 Notice, order, declaration, charge, claim or demand given or made under the Act

Contact the Local Government Authority for other details that might apply

22. **Local Nuisance and Litter Control Act 2016**

- 22.1 section 30 - Nuisance or litter abatement notice

Contact the Local Government Authority for other details that might apply

23. **Metropolitan Adelaide Road Widening Plan Act 1972**

- 23.1 section 6 - Restriction on building work

Transport Assessment Section within DIT will respond with details that may be relevant to this item

24. **Mining Act 1971**

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

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

25. *Native Vegetation Act 1991*

- 25.1 Part 4 Division 1 - Heritage agreement DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title
- 25.2 section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title
- 25.3 section 25D - Management agreement DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title
- 25.4 Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation DEW Native Vegetation has no record of any refusal or condition affecting this title

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

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

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

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

28. ***Phylloxera and Grape Industry Act 1995***

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

29. ***Planning, Development and Infrastructure Act 2016***

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

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

30. Plant Health Act 2009

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

31.1	Part 3 - Notice	Public Health in DHW has no record of any notice or direction affecting this title
		also
		Contact the Local Government Authority for other details that might apply
31.2	<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2 - Condition (that continues to apply) of an approval</i>	Public Health in DHW has no record of any condition affecting this title
		also
		Contact the Local Government Authority for other details that might apply
31.3	<i>Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19 - Maintenance order (that has not been complied with)</i>	Public Health in DHW has no record of any order affecting this title
		also
		Contact the Local Government Authority for other details that might apply

32. **South Australian Public Health Act 2011**

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

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

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

34. **Water Industry Act 2012**

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

35. **Water Resources Act 1997 (repealed)**

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

36. **Other charges**

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

Other Particulars

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

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

Additional Information

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

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

Notices

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

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

Building restrictions

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

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

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

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

Statutory easements

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

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

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

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

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

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

Land Tax Act 1936 and Regulations thereunder

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

128 Prospect Road, Prospect SA 5082

Telephone: 8269 5355

Website: www.prospect.sa.gov.au

Email: admin@prospect.sa.gov.au

25/09/2025

Infotrack

Cert No: 18723822

CERTIFICATE OF LIABILITIES
In response to an enquiry pursuant to Section 187 of the
LOCAL GOVERNMENT ACT 1999

----- **PROPERTY DETAILS** -----

Rates Billing No	: 216598	Ward: 1
V G Number	: 0522864236	Capital Value: \$640,000
Owner	: Ms E S Ludbey	
Property Address	: 8/225 Prospect Road PROSPECT 5082	
Title Particulars	: LOT: 8 SEC: 353 CP: 27564 CT: 6238/224	

----- **RATING DETAILS** -----

Pursuant to Section 187 of the Local Government Act 1999, I certify that the following amounts are due and payable in respect of, and are a charge against, the property for **2025-2026** Financial Year.

Outstanding Rates (brought forward from previous financial year)	\$0.00
Residential	\$1,556.00
Regional Landscape Levy	\$41.91
Legal Fees and/or other adjustments	\$0.00
Fines/Interest in Arrears	\$0.00
Less Council Rebate	\$0.00
Less Payments Received	<u>-\$400.91</u>
Balance - rates and other monies due and payable	\$1,197.00
Property Related Debts	
TOTAL BALANCE OUTSTANDING AT 25/09/2025	\$1,197.00

Instalment dates are as follows:

1st Instalment	1st September	2025
2nd Instalment	1st December	2025
3rd Instalment	1st March	2026
4th Instalment	1st June	2026

Please Note:

Further fines & interest may be applied to overdue accounts.

Updates will be made available for a period of 3 months of the original search date without charge.

Request an UPDATE via email to; admin@prospect.sa.gov.au

Outstanding balances will not be given over the telephone

Updated rate searches at the beginning of a new financial year will not include any new financial year's council rates; a new search request is to be submitted with the appropriate fee.

|----- **OTHER OUTSTANDING ITEMS** -----|

- Direct Debit Arrangement to be cancelled by owner
- Bpay View to be de-registered by owner
- EzyBill to be de-registered by owner

|-----|
FIRE AND EMERGENCY SERVICES ACT

Pursuant to the provisions of the Fire and Emergency Services Act 2005, Council requires all undergrowth and grass to be reduced to a maximum height of 10cms (4 inches) and maintained for the duration of the Fire Danger Season (1 December to 30 April). Therefore, this property may be subject to the issue of a notice for removal of flammable undergrowth at any time. Please check with this office prior to settlement or if you have any queries.

Authorised Officer: *H Engelhardt* Date: 25/09/2025

|----- **PAYMENT OPTIONS** -----|



Biller Code: 170753
Ref: 216598

BPAY® this payment via Internet or phone banking.
BPAY View® - View and pay this bill using internet banking.
BPAY View Registration No: 216598

Customer Service

128 Prospect Road, Prospect SA 5082
Telephone: 8269 5355 Facsimile: 8269 5834
Website: www.prospect.sa.gov.au
Email: admin@prospect.sa.gov.au



Information Statement

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

Certificate No: **716691**

Date: **25/09/2025**

**Infotrack
Address Not Entered**

Fax No:

Assessment No: **216598**
Certificate of Title: **LOT: 8 SEC: 353 CP: 27564 CT: 6238/224**
Property Address: **8/225 Prospect Road PROSPECT 5082**
Capital Value: **\$640,000**
Ratepayer: **Ms E S Ludbey**

Prescribed mortgage, charge or encumbrance in accordance with Section 7 of the Land and Business (Sale and Conveyancing) Act 1994:

Under the Development Act 1993 (repealed)

Section 42 – Are there conditions (that continue to apply) of development authorisation(s)?	See attached authorisation(s)
Repealed Acts:- Are there conditions (that continue to apply) of any approvals or authorisations granted under the Building Act 1971, the Planning & Development Act 1966 or the Planning Act 1982?	Nil.
Section 50(1) Is there a requirement to vest land in the Council or the Crown to be held as open space?	Nil.
Section 50(2) Is there an agreement to vest land in the Council or the Crown to be held as open space?	No
Section 55 - Is there an order to remove work?	Nil.
Section 56 - Is there a notice or order to complete development?	No
Section 57 - Is there a Land Management Agreement?	Nil.
Section 69 - Is there an Emergency order?	Nil.
Section 71 – Is there a Fire Safety notice?	Nil.

Section 84 – Is there an Enforcement notice?

Nil.

Section 85(6), 85(10) or 106 – Is there an Enforcement order?

No

Part 11 Division 2 – Were there proceedings?

Nil.

Under the Fire and Emergency Services Act 2005 Repealed and Currently Operative

Section 105 F (or Sections 56 or 83 (repealed)) – Was there a notice to take action to prevent outbreak or spread of fire?

Not applicable

Under the Food Act 2001

Section 44 – Is/was there an improvement notice?

Nil.

Section 46 – Is/was there a prohibition order?

Nil.

Under the Housing Improvement Act 1940

Section 23 – Is there a declaration that the house is undesirable or unfit for human habitation?

Nil.

Under the Land Acquisition Act 1969

Section 10 – Is there a notice of intention to acquire land?

No

Under the Local Government Act 1934

Is there a notice; order; declaration; charge; claim or demand given or made under the Act?

No

Under the Local Government Act 1999

Is there a notice; order; declaration; charge; claim or demand given or made under the Act?

No

Under the Local Nuisance and Litter Control Act 2016

Section 30 - Is there a nuisance or litter abatement notice?	No
<i>Under the Planning, Development and Infrastructure Act 2016</i>	
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):	See attached
Planning and Design Code – Is there a State heritage place on the land or is the land situated in a State heritage area?	No.
Planning and Design Code - Is the land designated as a local heritage place?	No.
Planning and Design Code – 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.
Planning and Design Code - 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 more information please visit the PlanSA website: https://plan.sa.gov.au/have_your_say/general_consultations
Section 127 – Are there conditions (that continue to apply) of development authorisation(s)?	Nil.
Section 141 – Is there an order to remove or perform work?	No
Section 142 – Is there a Notice to complete development?	No
Section 155 - Is there an emergency order?	No
Section 157 – Is there a Fire Safety notice?	No
Section 192 or 193 – Is there a Land management agreement?	No
Section 198(1) - Is there a requirement to vest land in the Council or the Crown to be held as open space?	No
Section 198(2) - Is there an agreement to vest land in the Council or the Crown to be held as open space?	No
Part 16 Division 1 – Were there proceedings?	No
Section 213 - Is there an enforcement notice?	No
Section 214(6), 214(10) or 222 – Is there an enforcement order?	No
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 <i>Development Act 1993</i> or the <i>Planning, Development and Infrastructure Act 2016</i>)?	No
Indemnity Insurance Certificate or Exemption under Division 3 of Part 5 of the Building Work Contractors Act 1995.	No

Under the Public and Environmental Health Act 1987 – Status Repealed

Is there a notice under this Act? Nil.

Under the (Waste Control) Regulations 1995-Part 2 - Is there a condition (that continues to apply) of an approval? No

Under the (Waste Control) Regulations 1995-Regulation 19 - Is there a maintenance order (that has not been complied with)? No

Under the South Australian Public Health Act 2011 and the South Australian Public Health (Waste Water) Regulations 2013

Is there a notice; a direction or condition(s) under this Act? No

Under the Environment Protection Act 1987

Is there a notice under this Act? Nil.

Under the (Waste Control) Regulations 1995-Part 2 - Is there a condition (that continues to apply) of an approval? No

Under the (Waste Control) Regulations 1995-Regulation 19 - Is there a maintenance order (that has not been complied with)? No

Authorised Officer:





To: Mr S Vacca
PO Box 2693
Kent Town SA 5071

DECISION NOTIFICATION

Development Application: 050/287/2017	Dated: 18/07/2017 Registered: 18/07/2017
Location: 225 Prospect Road PROSPECT	
Description: Stage 1 – Site Works and Retaining Walls only - Four, Three Storey Residential Flat Buildings comprising 15 Dwellings with associated Retaining Walls, Fencing and Landscaping	

The following decisions have been made in respect of the development application:

NATURE OF DECISION	DETERMINATION	NO. OF CONDITIONS	DATE OF DECISION
Development Plan Consent	Granted	14	10/09/2018
Building Rules Consent (Stage 1)	Granted	2	14/02/2019
Development Approval (Stage 1)	Granted	16	26/03/2019

- Any conditions that have been imposed against the authorisation(s) granted herein and advisory notes that may be relevant to the development are detailed on the following page(s).
- The application was determined to be a Category 2 application for the purpose of public notification. Three representation(s) were received from third parties.
- The building classification assigned to the development under the Building Code is: 10b
- The development authorisation (consent or approval) granted herein remains operative for a period of 12 months from the date of the decision.

Signed:  Chief Executive Officer Delegate

Date:

Conditions and notes that apply to this authorisation

Where relevant to the ongoing maintenance or operation of the development to which this authorisation applies, the condition(s) identified herein will continue to apply unless or until varied or revoked by the relevant authority.

Any conditions detailed herein are binding on and enforceable against:

- the person by whom the development is undertaken;
- any person who acquires the benefit of the decision or the development; and
- the owners and occupiers of the land on which the development is undertaken.

Conditions of Development Plan Consent

The following conditions apply to the Development Plan Consent. These conditions have been imposed in accordance with the *Development Act 1993* to ensure the development complies with the provisions of Council's Development Plan and relevant legislation:

1. The development shall take place in accordance with plans and details prepared by Dimension Design Studio; 'Planning Drawings' Rev J, dated 02 August 2018 relating to Development Application Number 050/287/2017, except as modified by any conditions detailed herein. All works detailed in the approved plans and required by conditions are to be completed prior to the occupation of the approved development, and maintained thereafter to the satisfaction of Council.
2. A detailed stormwater management plan shall be produced to the Council prior to the grant of Development Approval, providing evidence to the satisfaction of Council, that each dwelling is suitably protected from 1 in 100 year ARI storm events and that post-development outflow rates from the site will match pre-development rates in 1 in 20 ARI storm events. The location and capacity of any on-site detention tanks shall be clearly described.
3. Revised site and elevation plans shall be produced to the satisfaction of Council prior to the grant of Development Approval, demonstrating suitable lighting and passive surveillance outcomes to internal common areas to ensure the safety and security of these spaces. The revised elevation plans shall provide specificity with respect to all materials and design detailing proposed as part of the development.
4. All driveways, parking and manoeuvring areas must be formed, surfaced with concrete, bitumen or paving and maintained to the reasonable satisfaction of Council. Driveways, car parking spaces, manoeuvring areas and landscaping areas shall not be used for the storage or display of materials or goods including waste products and refuse. Any obsolete crossover and/or any portion of crossover that is not required for the subject development shall be reinstated to Council standard kerb and gutter at the applicant's cost prior to occupation of the completed development.
5. The Community Corporation shall ensure that the waste storage area is cleaned and maintained to the satisfaction of Council. General, recyclable and green organic wastes shall be communal in nature, with the Community Corporation maintaining responsibility for ensuring that bins are transported between the collection point and the storage area in a timely fashion to the satisfaction of Council.
6. Air-conditioning units and solar hot water heaters shall be provided with screening devices designed to complement the colours, materials and finishes of the building approved herein,

and shall be sited to adequately screen the units from view from neighbouring properties and public land (roadways) to the reasonable satisfaction of Council.

7. A detailed landscaping plan shall be produced to the Council, prior to the grant of Development Approval, demonstrating areas of deep soil, advanced species selection and irrigation. The landscaping shall be planted prior to occupancy of the development, and maintained thereafter to the reasonable satisfaction of Council (and to ensure appropriate lines of sight for vehicles and pedestrians). An automated drip irrigation or similar watering system shall be established and maintained to ensure that sufficient water is available to satisfy the needs of the landscaping species selected.
8. A Construction Site Management Plan shall be prepared and submitted to Council for approval prior to the commencement of construction on the land. The plan shall comply with the requirements of Section 25 of the Environment Protection Act, which states "a person must not undertake an activity that pollutes, or might pollute the environment unless the person takes all reasonable and practicable measures to prevent or minimise any resulting environmental harm". The Construction Site Management Plan shall include:
 - a) Measures for the reduction of potential for mud and material drag out from the site by providing a hard surface at the entry/exit points to the site and a controlled washing zone prior to exiting the site; and
 - b) Containment of water run-off within the site, which will be filtered and cleaned to the satisfaction of Council if being discharged into the stormwater system; and
 - c) Reduction of the potential for dust and other airborne particles by the use of water sprinklers and/or other means of containment; and
 - d) The establishment of a compound for the storage of waste materials and litter. The compound must be covered to prevent litter from being blown away from the compound; and
 - e) Measures to minimise the potential for noise pollution through correct positioning of all mechanical equipment to ensure compliance with the requirements of the Environment Protection (Noise) Policy.
9. Footpaths adjacent to the site are to be kept in a safe condition for pedestrians at all times during construction works. All driveways and footpaths traversed by vehicles using the site are to be maintained in a reasonable condition for the duration of the works, and are to be reinstated to the satisfaction of Council on completion of the works.

All works on Council land shall be conducted to Council's specification, with all works to be bunted off safely and pedestrian safety to be maintained throughout the construction period. Plantings will also need to be undertaken in line with council specifications in terms of sight distance interference and safety to the community (thorns/poisonous plantings). Plans displaying all relevant details of the Road/Kerbing/Footpath Works shall be submitted to the Assets and Infrastructure Officer for approval prior to the commencement of any such works.

10. All development, including services infrastructure (e.g. meters) shall be located outside of the 4.5 metre road widening requirement.
11. No additional vehicular access to/from Prospect Road shall be permitted.
12. The access shall be a minimum of 6.0 metres in width at the Prospect Road property boundary and extend into the site at that width for a minimum of 10.5 metres.
13. The access point shall comply with Figure 3.3 'Minimum Sight Lines for Pedestrian Safety' as defined in AS/NZS 2890.1:2004.

14. The shared access and all on-site manoeuvring areas shall be kept clear of any impediments to vehicle movements (including meters, fences, vegetation, letter boxes and parked vehicles).

Conditions of Building Rules Consent

Please refer to the notes included on the decision notification form attached from Hendry Group Pty Ltd dated 14/02/2019

The following conditions apply to the Building Rules Consent:

Conditions

1. The building shall be connected to the public sewer where available; or sewage or sullage discharged from the building shall be collected, treated and disposed of by means of a waste control system which complies with the requirements of the *Public and Environmental Health Act 1987* and which is installed in a manner approved by the council.
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2. Surface stormwater run off shall be directed away from the building and neighbouring properties and towards the street water table.
BCA-P2.1

Advisory Notes

The following advisory notes are provided for your information:

- (1) Pursuant to Section 86(1)(a) of the Development Act, 1993, you have the right of appeal to the Environment, Resources and Development Court against either 1) a refusal of consent or 2) any condition(s) which have been imposed on a consent. Any such appeal must be lodged with the Court within two (2) months from the day on which you receive this notification or such longer period as may be allowed by the Court.

The Environment, Resources and Development Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide SA 5000 (Postal Address: GPO Box 2465, Adelaide SA 5001).

- (2) The development plan consent granted herein is effective for a period of twelve (12) months from the date of the decision. Unless Council extends this period, building rules consent is required within this time or the consent will lapse.

Any request for an extension of the operative period of the consent must be submitted to Council in writing, accompanied by the applicable fee.

- (3) You are encouraged to consult with adjoining property owners before commencing any work, to assist in minimising nuisance or inconvenience caused during construction.
- (4) You are required to give formal notification to, and consult with, the adjoining property owner if you are removing, replacing or altering an existing fence or building a freestanding wall along the common boundary that would, for all purposes, be a dividing fence (Section 5 of the *Fences Act 1975*).
- (5) During construction of the development approved herein, measures will be implemented to ensure that the construction works do not result in an unreasonable impact on occupiers of adjacent properties or pollution of existing infrastructure through drag-out or stormwater runoff. Measures shall include as necessary:

- A hard surface and controlled washing zone at the entry/exit points to the site, designed to reduce the potential for mud and material dragged out by construction vehicles; and
 - Containment of stormwater run-off within the site, which if being discharged into the stormwater system will be filtered to the satisfaction of Council; and
 - Reduction of the potential for dust and other airborne particles by the use of water sprinklers and/or other means of containment; and
 - The establishment of an appropriate storage compound for waste materials and litter. No building waste material shall be stored outside of the storage compound or similar industrial bin; and
 - All mechanical equipment shall be used in a manner to minimise the potential for noise pollution and ensure compliance with the requirements of the Environment Protection (Noise) Policy.
- (6) The construction of the building shall be undertaken in accordance with the Ministers Specification SA78B – Construction requirements for the control of external sound. Compliance with the Minister's Specification would be required as part of the Building Code of Australia (BCA).
- (7) National Broadband Network (NBN): The National Broadband Network is being rolled out across the City of Prospect. It is recommended that you consider your future connection to the optical fibre network prior to commencing works. Please visit www.nbnco.com.au for further details on how to get connected.
- (8) If you (the building owner) are undertaking 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 600mm below natural ground level at a boundary with an adjoining site (as depicted in figure 1); or
 - an excavation which intersects any notional plane extending downwards at a slope of 1 vertical to 2 horizontal from a point at natural ground level at any boundary between 2 sites (not being a boundary with the site of the excavation), where the boundary is within a distance equal to twice the depth of the excavation (as depicted in figure 2); or
 - any fill which is within 600mm 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;

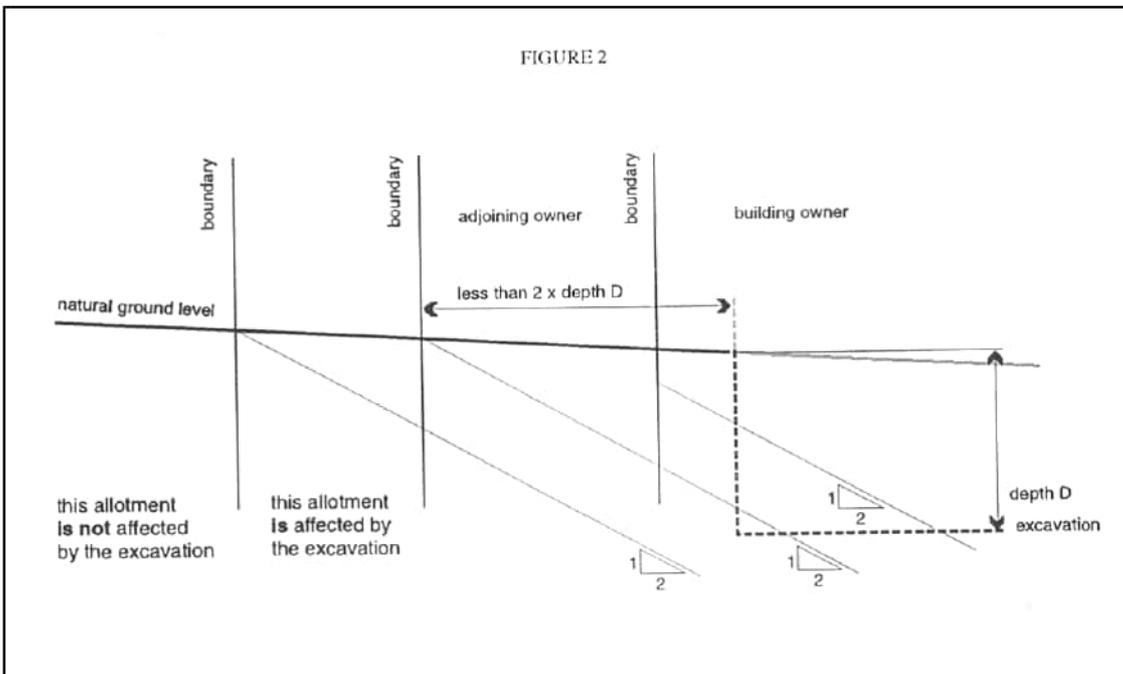
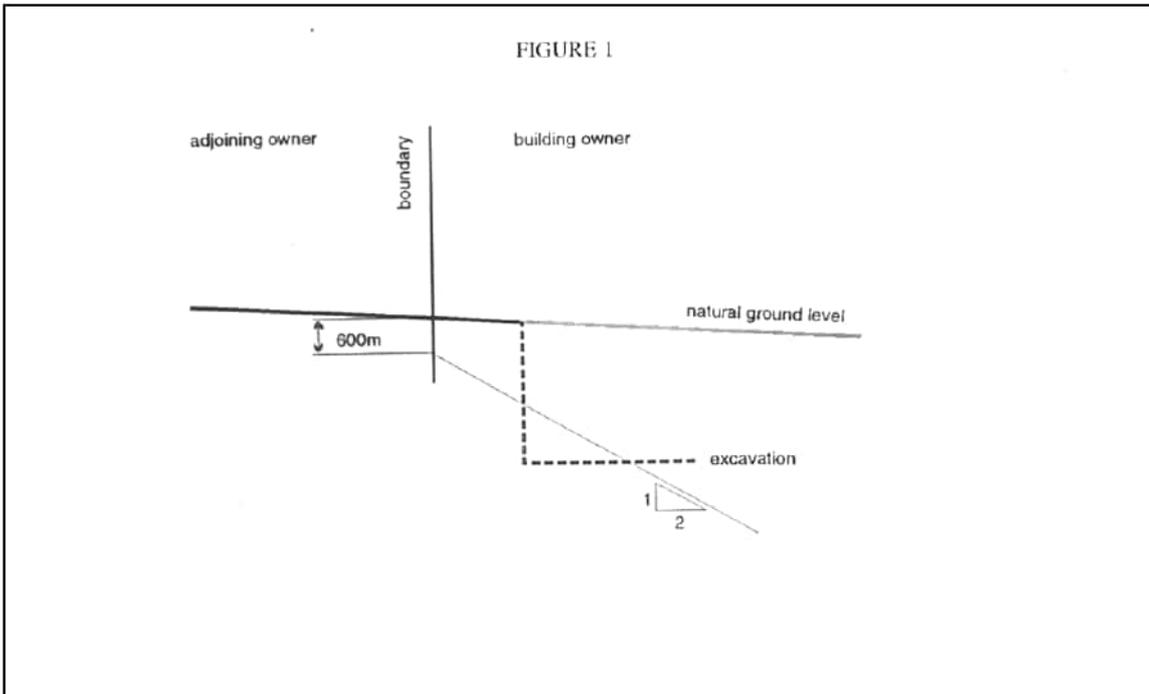
Then you (the building owner) must, at least 28 days before the building work is commenced:

- a) serve on the owner of the affected land or premises a notice of intention to perform the building work and describing the nature of that work; and
- b) you must take such precautions as may be prescribed to protect the affected land or premises and must, at the request of the owner of 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.

If you fail to comply with these notification requirements, then you are guilty of an offence with a maximum penalty of \$10 000.

You may apply to the Court for a determination of what proportion (if any) of the expense incurred by you in the performance of the building work requested by the owner of affected land or premises (under subsection (b) above) should be borne by the owner of

that land or premises, and you may recover an amount determined by the Court from the owner of the affected land or premises as a debt.



- (9) The Metropolitan Adelaide Road Widening Plan shows that the subject land is affected by a possible requirement for a strip of land up to 4.5 metres in width from the Prospect Road frontage of the site for the future upgrading of the Prospect Road / Regency Road intersection. The consent of the Commissioner of Highways under the Metropolitan Adelaide Road Widening Plan Act is required to all building works on or within 6.0 metres of the possible requirement.

As part of the development falls within the consent area, consent will be required in this instance. The applicant should forward the attached form, along with three copies of the approved plan, to DPTI for consent purposes.

- (10) On 6 July 2015, the Minister for Transport and Infrastructure released the revised Integrated Transport and Land Use Plan (ITLUP). The Plan is designed to guide the private, Federal, State and Local Government investments into the transport system for the next 30 years, and plays a key role in ensuring this if fully integrated with land use and strategic infrastructure planning. The Plan identifies ProspectLINK (a tram line running from the City, along O'Connell Street and Prospect Road) as a medium to long term project. The exact timing of this project has yet to be determined and details of the road and tram track layout along Prospect Road will be subject to further investigations and consultation. Subsequently, a number of potential access impacts for Prospect Road and therefore the subject site may occur.
- (11) Notification to the Kurna Nation Cultural Heritage Association Incorporated (Heritage Association) may be required. Please be advised that it is an offence under the Aboriginal Heritage Act to damage, disturb or interfere with any Aboriginal site, object or remains. In the event that the building works reveal a suspected Aboriginal site, object or remains, the Minister for Aboriginal Affairs and Reconciliation must be notified. The Minister can be contacted via the Department of the Premier and Cabinet – Aboriginal Affairs and Reconciliation Division, GPO Box 2343 Adelaide SA 5001, phone 8226 8900.

Please note that the Heritage Association is responsible for undertaking heritage surveys in the Indigenous Land Use Agreement (ILUA) area, which is defined as that geographical area of land and waters within the outer boundaries of the geographical area of land and waters comprised in, and the subject of, the native title application known as the Kurna Peoples native title claim SC 00/1 recorded as native title determination application no. SAD 6001/00 in the Federal Court of Australia.



To: Angelo Properties No 12 P/L acn 603344154
C/- Pinksterboer Property
220 Henley Beach Road
TORRENSVILLE SA 5031

DECISION NOTIFICATION

Table with 2 columns: Application details (Development Application: 050/302/2018) and Dates (Dated: 19/07/2018, Registered: 19/07/2018). Includes Location (225 Prospect Road PROSPECT) and Description (Land Division (Residential - 5 into 15)).

The following decisions have been made in respect of the development application:

Table with 4 columns: NATURE OF DECISION, DETERMINATION, NO. OF CONDITIONS, DATE OF DECISION. Rows include Development Plan Consent, Land Division Consent, and Development Approval, all with a determination of 'Granted'.

- Any conditions that have been imposed against the authorisation(s) granted herein and advisory notes that may be relevant to the development are detailed on the following page(s).
The application was determined to be a Category 1 application for the purpose of public notification. No representation(s) were received from third parties.
The building classification assigned to the development under the Building Code is: N/A
The development authorisation (consent or approval) granted herein remains operative for a period of 12 months from the date of the decision.

Signed: [Signature Line] [Signature Line] [] Chief Executive Officer [] Delegate

Date:



Conditions and notes that apply to this authorisation

Where relevant to the ongoing maintenance or operation of the development to which this authorisation applies, the condition(s) identified herein will continue to apply unless or until varied or revoked by the relevant authority.

Any conditions detailed herein are binding on and enforceable against:

- the person by whom the development is undertaken;
- any person who acquires the benefit of the decision or the development; and
- the owners and occupiers of the land on which the development is undertaken.

Conditions of Development Plan Consent

The following conditions apply to the Development Plan Consent. These conditions have been imposed in accordance with the *Development Act 1993* to ensure the development complies with the provisions of Council's Development Plan and relevant legislation:

- (1) The development shall take place in accordance with plans and details stamped by Council relating to Development Application Number 050/302/2018 except as modified by any conditions detailed herein. All works detailed in the approved plans and required by conditions are to be completed prior to the occupation or the commencement of use of the approved development.

The following condition has been imposed in accordance with the advice of the Department of Planning, Transport and Infrastructure:

- (2) All development, including services infrastructure (e.g. meters) shall be located outside of the 4.5-metre road widening requirement.

Conditions of Land Division Consent

The following conditions apply to the Land Division Consent:

1. The financial requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage services. (SA Water H0074831). SA Water Corporation further advise that an investigation will be carried out to determine if the water and/or sewer connection/s to your development will be costed as standard or non-standard.

SA Water Corporation further advise that the developer should inform potential purchasers of the community lots in regards to the servicing arrangements and seek written agreement prior to settlement, as future alterations would be at FULL cost to the owner/applicant.

2. Payment of \$68,300.00 into the Planning and Development Fund (10 allotment/s @ \$6,830.00 /allotment). Payment may be made by credit card via the internet at www.edala.sa.gov.au or by phone (7109 7018), by cheque payable to the State Planning Commission marked "Not Negotiable" and sent to GPO Box 1815, Adelaide 5001 or in person, by cheque or credit card, at Level 5, 50 Flinders 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 State Commission Assessment Panel for Land Division Certificate purposes.

Advisory Notes

The following advisory notes are provided for your information:

- (1) *Timeframe for Commencement and Completion of Works:* Upon granting of development approval, the development must be:
- a) Substantially commenced within twelve (12) months from the date of the decision of this Approval, otherwise this Approval will lapse at the expiration of twelve (12) months from this date (unless Council extends this period); and
 - b) Fully completed within three (3) years from the date of the decision of this Approval, otherwise this Approval will lapse at the expiration of three (3) years from this date (unless Council extends this period) and a new development application shall be required.

Any request for an extension of the operative period of this approval must be submitted to Council in writing, accompanied by the applicable fee.

- (2) *Your Appeal Rights:* Pursuant to Section 86(1)(a) of the *Development Act 1993*, you have the right of appeal to the Environment, Resources and Development Court against either:
- a) a refusal of consent; or
 - b) any condition(s) that have been imposed on a consent.

Any such appeal must be lodged with the Court within two (2) months from the day on which you receive this notification or such longer period as may be allowed by the Court.

The Environment, Resources and Development Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide SA 5000 (Postal Address: GPO Box 2465, Adelaide SA 5001).

- (3) *Street numbering:* The addresses of the allotments approved herein will be:
- Lot 1: 1/225 Prospect Road, Prospect
 - Lot 2: 2/225 Prospect Road, Prospect
 - ...
 - Lot 15: 15/225 Prospect Road, Prospect

These addresses apply as at the date of this notice. For enquiries concerning the allocation of new addresses, please contact Council's Rates Department on 8269 5355.



To: Mr S Vacca
PO Box 2693
Kent Town
SA 5071

DECISION NOTIFICATION

Development Application: 050/287/2017	Dated: 01/07/2019 Registered: 01/07/2019
Location: 1/225 Prospect Road PROSPECT	
Description: Stage 2: Footings Only (Three Storey Resi-Flat Building) Comprising 15 Dwellings with associated retaining walls, fencing and landscaping	

The following decisions have been made in respect of the development application:

NATURE OF DECISION	DETERMINATION	NO. OF CONDITIONS	DATE OF DECISION
Development Plan Consent	Granted	14	10/09/2018
Building Rules Consent	Granted	2	20/05/2019
Development Approval	Granted	16	05/07/2019

- Any conditions that have been imposed against the authorisation(s) granted herein and advisory notes that may be relevant to the development are detailed on the following page(s).
- The application was determined to be a Category 2 application for the purpose of public notification. 3 representation(s) were received from third parties.
- The building classification assigned to the development under the Building Code is: 1a & 10a
- The development authorisation (consent or approval) granted herein remains operative for a period of 12 months from the date of the decision.

Signed:

Chief Executive Officer Delegate

Date:



Conditions and notes that apply to this authorisation

Where relevant to the ongoing maintenance or operation of the development to which this authorisation applies, the condition(s) identified herein will continue to apply unless or until varied or revoked by the relevant authority.

Any conditions detailed herein are binding on and enforceable against:

- the person by whom the development is undertaken;
- any person who acquires the benefit of the decision or the development; and
- the owners and occupiers of the land on which the development is undertaken.

Conditions of Development Plan Consent

The following conditions apply to the Development Plan Consent. These conditions have been imposed in accordance with the *Development Act 1993* to ensure the development complies with the provisions of Council's Development Plan and relevant legislation:

1. The development shall take place in accordance with plans and details prepared by Dimension Design Studio; 'Planning Drawings' Rev J, dated 02 August 2018 relating to Development Application Number 050/287/2017, except as modified by any conditions detailed herein. All works detailed in the approved plans and required by conditions are to be completed prior to the occupation of the approved development, and maintained thereafter to the satisfaction of Council.
2. A detailed stormwater management plan shall be produced to the Council prior to the grant of Development Approval, providing evidence to the satisfaction of Council, that each dwelling is suitably protected from 1 in 100 year ARI storm events and that post-development outflow rates from the site will match pre-development rates in 1 in 20 ARI storm events. The location and capacity of any on-site detention tanks shall be clearly described.
3. Revised site and elevation plans shall be produced to the satisfaction of Council prior to the grant of Development Approval, demonstrating suitable lighting and passive surveillance outcomes to internal common areas to ensure the safety and security of these spaces. The revised elevation plans shall provide specificity with respect to all materials and design detailing proposed as part of the development.
4. All driveways, parking and manoeuvring areas must be formed, surfaced with concrete, bitumen or paving and maintained to the reasonable satisfaction of Council. Driveways, car parking spaces, manoeuvring areas and landscaping areas shall not be used for the storage or display of materials or goods including waste products and refuse. Any obsolete crossover and/or any portion of crossover that is not required for the subject development shall be reinstated to Council standard kerb and gutter at the applicant's cost prior to occupation of the completed development.
5. The Community Corporation shall ensure that the waste storage area is cleaned and maintained to the satisfaction of Council. General, recyclable and green organic wastes shall be communal in nature, with the Community Corporation maintaining responsibility for ensuring that bins are transported between the collection point and the storage area in a timely fashion to the satisfaction of Council.

6. Air-conditioning units and solar hot water heaters shall be provided with screening devices designed to complement the colours, materials and finishes of the building approved herein, and shall be sited to adequately screen the units from view from neighbouring properties and public land (roadways) to the reasonable satisfaction of Council.
7. A detailed landscaping plan shall be produced to the Council, prior to the grant of Development Approval, demonstrating areas of deep soil, advanced species selection and irrigation. The landscaping shall be planted prior to occupancy of the development, and maintained thereafter to the reasonable satisfaction of Council (and to ensure appropriate lines of sight for vehicles and pedestrians). An automated drip irrigation or similar watering system shall be established and maintained to ensure that sufficient water is available to satisfy the needs of the landscaping species selected.
8. A Construction Site Management Plan shall be prepared and submitted to Council for approval prior to the commencement of construction on the land. The plan shall comply with the requirements of Section 25 of the Environment Protection Act, which states "a person must not undertake an activity that pollutes, or might pollute the environment unless the person takes all reasonable and practicable measures to prevent or minimise any resulting environmental harm". The Construction Site Management Plan shall include:
 - a) Measures for the reduction of potential for mud and material drag out from the site by providing a hard surface at the entry/exit points to the site and a controlled washing zone prior to exiting the site; and
 - b) Containment of water run-off within the site, which will be filtered and cleaned to the satisfaction of Council if being discharged into the stormwater system; and
 - c) Reduction of the potential for dust and other airborne particles by the use of water sprinklers and/or other means of containment; and
 - d) The establishment of a compound for the storage of waste materials and litter. The compound must be covered to prevent litter from being blown away from the compound; and
 - e) Measures to minimise the potential for noise pollution through correct positioning of all mechanical equipment to ensure compliance with the requirements of the Environment Protection (Noise) Policy.
9. Footpaths adjacent to the site are to be kept in a safe condition for pedestrians at all times during construction works. All driveways and footpaths traversed by vehicles using the site are to be maintained in a reasonable condition for the duration of the works, and are to be reinstated to the satisfaction of Council on completion of the works.

All works on Council land shall be conducted to Council's specification, with all works to be bunted off safely and pedestrian safety to be maintained throughout the construction period. Plantings will also need to be undertaken in line with council specifications in terms of sight distance interference and safety to the community (thorns/poisonous plantings). Plans displaying all relevant details of the Road/Kerbing/Footpath Works shall be submitted to the Assets and Infrastructure Officer for approval prior to the commencement of any such works.

10. All development, including services infrastructure (e.g. meters) shall be located outside of the 4.5 metre road widening requirement.
11. No additional vehicular access to/from Prospect Road shall be permitted.

12. The access shall be a minimum of 6.0 metres in width at the Prospect Road property boundary and extend into the site at that width for a minimum of 10.5 metres.
13. The access point shall comply with Figure 3.3 'Minimum Sight Lines for Pedestrian Safety' as defined in AS/NZS 2890.1:2004.
14. The shared access and all on-site manoeuvring areas shall be kept clear of any impediments to vehicle movements (including meters, fences, vegetation, letter boxes and parked vehicles).

Conditions of Building Rules Consent

Please refer to the notes included on the decision notification form attached from Hendry Group Pty Ltd dated 20/05/2019.

The following conditions apply to the Building Rules Consent:

Conditions

1. The building shall be connected to the public sewer where available; or sewage or sullage discharged from the building shall be collected, treated and disposed of by means of a waste control system which complies with the requirements of the *Public and Environmental Health Act 1987* and which is installed in a manner approved by the council.
2. Surface stormwater run off shall be directed away from the building and neighbouring properties and towards the street water table.

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Advisory Notes

The following advisory notes are provided for your information:

- (1) Pursuant to Section 86(1)(a) of the Development Act, 1993, you have the right of appeal to the Environment, Resources and Development Court against either 1) a refusal of consent or 2) any condition(s) which have been imposed on a consent. Any such appeal must be lodged with the Court within two (2) months from the day on which you receive this notification or such longer period as may be allowed by the Court.

The Environment, Resources and Development Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide SA 5000 (Postal Address: GPO Box 2465, Adelaide SA 5001).

- (2) The development plan consent granted herein is effective for a period of twelve (12) months from the date of the decision. Unless Council extends this period, building rules consent is required within this time or the consent will lapse.

Any request for an extension of the operative period of the consent must be submitted to Council in writing, accompanied by the applicable fee.

- (3) You are encouraged to consult with adjoining property owners before commencing any work, to assist in minimising nuisance or inconvenience caused during construction.
- (4) You are required to give formal notification to, and consult with, the adjoining property owner if you are removing, replacing or altering an existing fence or building a freestanding wall along the common boundary that would, for all purposes, be a dividing fence (Section 5 of the *Fences Act 1975*).

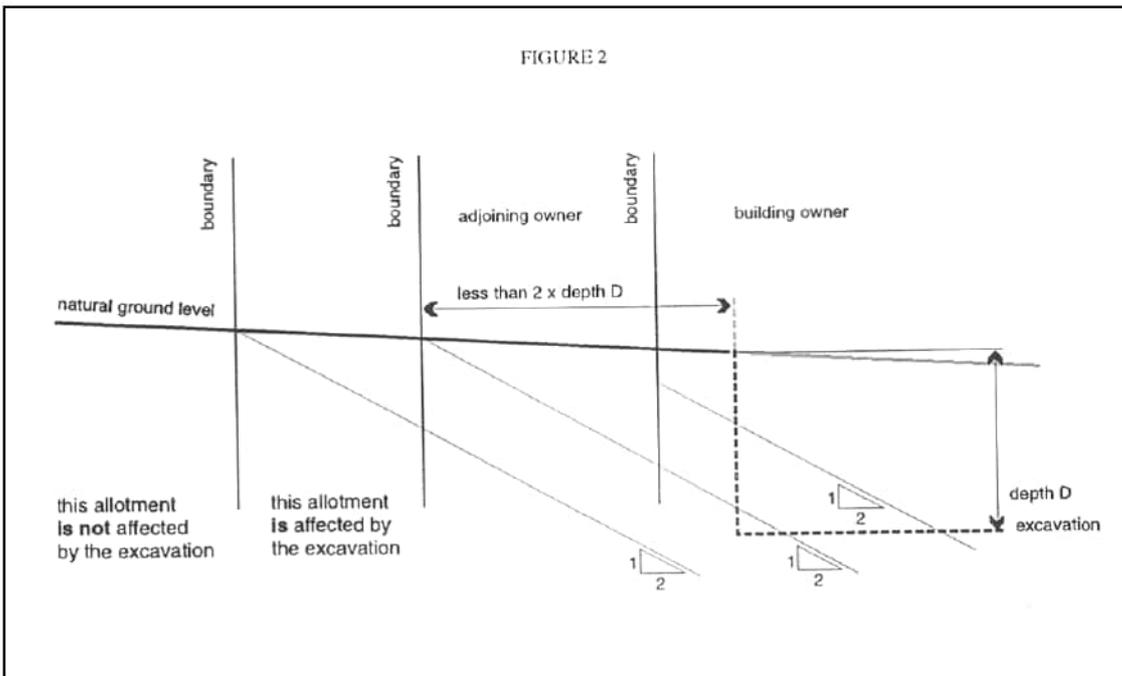
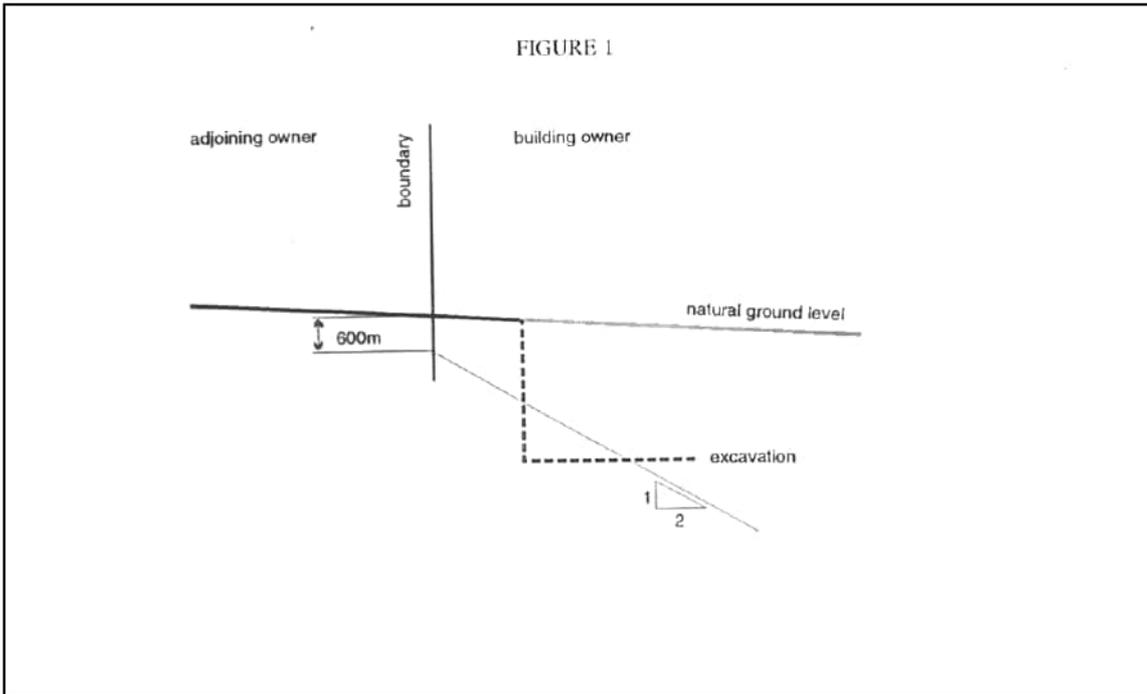
- (5) During construction of the development approved herein, measures will be implemented to ensure that the construction works do not result in an unreasonable impact on occupiers of adjacent properties or pollution of existing infrastructure through drag-out or stormwater runoff. Measures shall include as necessary:
- A hard surface and controlled washing zone at the entry/exit points to the site, designed to reduce the potential for mud and material dragged out by construction vehicles; and
 - Containment of stormwater run-off within the site, which if being discharged into the stormwater system will be filtered to the satisfaction of Council; and
 - Reduction of the potential for dust and other airborne particles by the use of water sprinklers and/or other means of containment; and
 - The establishment of an appropriate storage compound for waste materials and litter. No building waste material shall be stored outside of the storage compound or similar industrial bin; and
 - All mechanical equipment shall be used in a manner to minimise the potential for noise pollution and ensure compliance with the requirements of the Environment Protection (Noise) Policy.
- (6) The construction of the building shall be undertaken in accordance with the Ministers Specification SA78B – Construction requirements for the control of external sound. Compliance with the Minister's Specification would be required as part of the Building Code of Australia (BCA).
- (7) National Broadband Network (NBN): The National Broadband Network is being rolled out across the City of Prospect. It is recommended that you consider your future connection to the optical fibre network prior to commencing works. Please visit www.nbnco.com.au for further details on how to get connected.
- (8) If you (the building owner) are undertaking 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 600mm below natural ground level at a boundary with an adjoining site (as depicted in figure 1); or
 - an excavation which intersects any notional plane extending downwards at a slope of 1 vertical to 2 horizontal from a point at natural ground level at any boundary between 2 sites (not being a boundary with the site of the excavation), where the boundary is within a distance equal to twice the depth of the excavation (as depicted in figure 2); or
 - any fill which is within 600mm 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;

Then you (the building owner) must, at least 28 days before the building work is commenced:

- a) serve on the owner of the affected land or premises a notice of intention to perform the building work and describing the nature of that work; and
- b) you must take such precautions as may be prescribed to protect the affected land or premises and must, at the request of the owner of 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.

If you fail to comply with these notification requirements, then you are guilty of an offence with a maximum penalty of \$10 000.

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



- (9) The Metropolitan Adelaide Road Widening Plan shows that the subject land is affected by a possible requirement for a strip of land up to 4.5 metres in width from the Prospect Road frontage of the site for the future upgrading of the Prospect Road / Regency Road intersection. The consent of the Commissioner of Highways under the Metropolitan

Adelaide Road Widening Plan Act is required to all building works on or within 6.0 metres of the possible requirement.

As part of the development falls within the consent area, consent will be required in this instance. The applicant should forward the attached form, along with three copies of the approved plan, to DPTI for consent purposes.

(10) On 6 July 2015, the Minister for Transport and Infrastructure released the revised Integrated Transport and Land Use Plan (ITLUP). The Plan is designed to guide the private, Federal, State and Local Government investments into the transport system for the next 30 years, and plays a key role in ensuring this if fully integrated with land use and strategic infrastructure planning. The Plan identifies ProspectLINK (a tram line running from the City, along O'Connell Street and Prospect Road) as a medium to long term project. The exact timing of this project has yet to be determined and details of the road and tram track layout along Prospect Road will be subject to further investigations and consultation. Subsequently, a number of potential access impacts for Prospect Road and therefore the subject site may occur.

(11) *Notification to the Kurna Nation Cultural Heritage Association Incorporated (Heritage Association) may be required.* Please be advised that it is an offence under the Aboriginal Heritage Act to damage, disturb or interfere with any Aboriginal site, object or remains. In the event that the building works reveal a suspected Aboriginal site, object or remains, the Minister for Aboriginal Affairs and Reconciliation must be notified. The Minister can be contacted via the Department of the Premier and Cabinet – Aboriginal Affairs and Reconciliation Division, GPO Box 2343 Adelaide SA 5001, phone 8226 8900.

Please note that the Heritage Association is responsible for undertaking heritage surveys in the Indigenous Land Use Agreement (ILUA) area, which is defined as that geographical area of land and waters within the outer boundaries of the geographical area of land and waters comprised in, and the subject of, the native title application known as the Kurna Peoples native title claim SC 00/1 recorded as native title determination application no. SAD 6001/00 in the Federal Court of Australia.



To: Mr S Vacca
PO Box 2693
KENT TOWN SA 5071

DECISION NOTIFICATION

Development Application: 050/287/2017

Dated: 26/09/2019

Registered: 26/09/2019

Location: 1/225 Prospect Road PROSPECT

Description: Stage 3 - Remainder of Works (Three Storey Resi-Flat Building)

The following decisions have been made in respect of the development application:

NATURE OF DECISION	DETERMINATION	NO. OF CONDITIONS	DATE OF DECISION
Development Plan Consent	Granted	14	10/09/2018
Building Rules Consent	Granted	2	16/07/2019
Development Approval	Granted	16	26/09/2019

- Any conditions that have been imposed against the authorisation(s) granted herein and advisory notes that may be relevant to the development are detailed on the following page(s).
- The application was determined to be a Category 2 application for the purpose of public notification. 3 representation(s) were received from third parties.
- The building classification assigned to the development under the Building Code is: 1a & 10a
- The development authorisation (consent or approval) granted herein remains operative for a period of 12 months from the date of the decision.

Signed:
Date:



Chief Executive Officer Delegate

Conditions and notes that apply to this authorisation

Where relevant to the ongoing maintenance or operation of the development to which this authorisation applies, the condition(s) identified herein will continue to apply unless or until varied or revoked by the relevant authority.

Any conditions detailed herein are binding on and enforceable against:

- the person by whom the development is undertaken;
- any person who acquires the benefit of the decision or the development; and
- the owners and occupiers of the land on which the development is undertaken.

Conditions of Development Plan Consent

The following conditions apply to the Development Plan Consent. These conditions have been imposed in accordance with the *Development Act 1993* to ensure the development complies with the provisions of Council's Development Plan and relevant legislation:

1. The development shall take place in accordance with plans and details prepared by Dimension Design Studio; 'Planning Drawings' Rev J, dated 02 August 2018 relating to Development Application Number 050/287/2017, except as modified by any conditions detailed herein. All works detailed in the approved plans and required by conditions are to be completed prior to the occupation of the approved development, and maintained thereafter to the satisfaction of Council.
2. A detailed stormwater management plan shall be produced to the Council prior to the grant of Development Approval, providing evidence to the satisfaction of Council, that each dwelling is suitably protected from 1 in 100 year ARI storm events and that post-development outflow rates from the site will match pre-development rates in 1 in 20 ARI storm events. The location and capacity of any on-site detention tanks shall be clearly described.
3. Revised site and elevation plans shall be produced to the satisfaction of Council prior to the grant of Development Approval, demonstrating suitable lighting and passive surveillance outcomes to internal common areas to ensure the safety and security of these spaces. The revised elevation plans shall provide specificity with respect to all materials and design detailing proposed as part of the development.
4. All driveways, parking and manoeuvring areas must be formed, surfaced with concrete, bitumen or paving and maintained to the reasonable satisfaction of Council. Driveways, car parking spaces, manoeuvring areas and landscaping areas shall not be used for the storage or display of materials or goods including waste products and refuse. Any obsolete crossover and/or any portion of crossover that is not required for the subject development shall be reinstated to Council standard kerb and gutter at the applicant's cost prior to occupation of the completed development.
5. The Community Corporation shall ensure that the waste storage area is cleaned and maintained to the satisfaction of Council. General, recyclable and green organic wastes shall be communal in nature, with the Community Corporation maintaining responsibility for ensuring that bins are transported between the collection point and the storage area in a timely fashion to the satisfaction of Council.

6. Air-conditioning units and solar hot water heaters shall be provided with screening devices designed to complement the colours, materials and finishes of the building approved herein, and shall be sited to adequately screen the units from view from neighbouring properties and public land (roadways) to the reasonable satisfaction of Council.
7. A detailed landscaping plan shall be produced to the Council, prior to the grant of Development Approval, demonstrating areas of deep soil, advanced species selection and irrigation. The landscaping shall be planted prior to occupancy of the development, and maintained thereafter to the reasonable satisfaction of Council (and to ensure appropriate lines of sight for vehicles and pedestrians). An automated drip irrigation or similar watering system shall be established and maintained to ensure that sufficient water is available to satisfy the needs of the landscaping species selected.
8. A Construction Site Management Plan shall be prepared and submitted to Council for approval prior to the commencement of construction on the land. The plan shall comply with the requirements of Section 25 of the Environment Protection Act, which states "a person must not undertake an activity that pollutes, or might pollute the environment unless the person takes all reasonable and practicable measures to prevent or minimise any resulting environmental harm". The Construction Site Management Plan shall include:
 - a) Measures for the reduction of potential for mud and material drag out from the site by providing a hard surface at the entry/exit points to the site and a controlled washing zone prior to exiting the site; and
 - b) Containment of water run-off within the site, which will be filtered and cleaned to the satisfaction of Council if being discharged into the stormwater system; and
 - c) Reduction of the potential for dust and other airborne particles by the use of water sprinklers and/or other means of containment; and
 - d) The establishment of a compound for the storage of waste materials and litter. The compound must be covered to prevent litter from being blown away from the compound; and
 - e) Measures to minimise the potential for noise pollution through correct positioning of all mechanical equipment to ensure compliance with the requirements of the Environment Protection (Noise) Policy.
9. Footpaths adjacent to the site are to be kept in a safe condition for pedestrians at all times during construction works. All driveways and footpaths traversed by vehicles using the site are to be maintained in a reasonable condition for the duration of the works, and are to be reinstated to the satisfaction of Council on completion of the works.

All works on Council land shall be conducted to Council's specification, with all works to be bunted off safely and pedestrian safety to be maintained throughout the construction period. Plantings will also need to be undertaken in line with council specifications in terms of sight distance interference and safety to the community (thorns/poisonous plantings). Plans displaying all relevant details of the Road/Kerbing/Footpath Works shall be submitted to the Assets and Infrastructure Officer for approval prior to the commencement of any such works.

10. All development, including services infrastructure (e.g. meters) shall be located outside of the 4.5 metre road widening requirement.
11. No additional vehicular access to/from Prospect Road shall be permitted.

12. The access shall be a minimum of 6.0 metres in width at the Prospect Road property boundary and extend into the site at that width for a minimum of 10.5 metres.
13. The access point shall comply with Figure 3.3 'Minimum Sight Lines for Pedestrian Safety' as defined in AS/NZS 2890.1:2004.
14. The shared access and all on-site manoeuvring areas shall be kept clear of any impediments to vehicle movements (including meters, fences, vegetation, letter boxes and parked vehicles).

Conditions of Building Rules Consent

Please refer to the notes included on the decision notification form attached from Hendry Group Pty Ltd dated 16/07/2019.

The following conditions apply to the Building Rules Consent:

Conditions

1. The building shall be connected to the public sewer where available; or sewage or sillage discharged from the building shall be collected, treated and disposed of by means of a waste control system which complies with the requirements of the *Public and Environmental Health Act 1987* and which is installed in a manner approved by the council.
2. Surface stormwater run off shall be directed away from the building and neighbouring properties and towards the street water table.

Reg 77

Advisory Notes

The following advisory notes are provided for your information:

- (1) Pursuant to Section 86(1)(a) of the Development Act, 1993, you have the right of appeal to the Environment, Resources and Development Court against either 1) a refusal of consent or 2) any condition(s) which have been imposed on a consent. Any such appeal must be lodged with the Court within two (2) months from the day on which you receive this notification or such longer period as may be allowed by the Court.

The Environment, Resources and Development Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide SA 5000 (Postal Address: GPO Box 2465, Adelaide SA 5001).

- (2) Upon granting of development approval, the development must be:
 - a) Substantially commenced within twelve (12) months from the date of the decision of this Approval, otherwise this Approval will lapse at the expiration of twelve (12) months from this date (unless Council extends this period); and
 - b) Fully completed within three (3) years from the date of the decision of this Approval, otherwise this Approval will lapse at the expiration of three (3) years from this date (unless Council extends this period) and a new development application shall be required.

Any request for an extension of the operative period of this approval must be submitted to Council in writing, accompanied by the applicable fee.

- (3) You are encouraged to consult with adjoining property owners before commencing any work, to assist in minimising nuisance or inconvenience caused during construction.

- (4) You are required to give formal notification to, and consult with, the adjoining property owner if you are removing, replacing or altering an existing fence or building a freestanding wall along the common boundary that would, for all purposes, be a dividing fence (Section 5 of the *Fences Act 1975*).
- (5) During construction of the development approved herein, measures will be implemented to ensure that the construction works do not result in an unreasonable impact on occupiers of adjacent properties or pollution of existing infrastructure through drag-out or stormwater runoff. Measures shall include as necessary:
- A hard surface and controlled washing zone at the entry/exit points to the site, designed to reduce the potential for mud and material dragged out by construction vehicles; and
 - Containment of stormwater run-off within the site, which if being discharged into the stormwater system will be filtered to the satisfaction of Council; and
 - Reduction of the potential for dust and other airborne particles by the use of water sprinklers and/or other means of containment; and
 - The establishment of an appropriate storage compound for waste materials and litter. No building waste material shall be stored outside of the storage compound or similar industrial bin; and
 - All mechanical equipment shall be used in a manner to minimise the potential for noise pollution and ensure compliance with the requirements of the Environment Protection (Noise) Policy.
- (6) The construction of the building shall be undertaken in accordance with the Ministers Specification SA78B – Construction requirements for the control of external sound. Compliance with the Minister's Specification would be required as part of the Building Code of Australia (BCA).
- (7) National Broadband Network (NBN): The National Broadband Network is being rolled out across the City of Prospect. It is recommended that you consider your future connection to the optical fibre network prior to commencing works. Please visit www.nbnco.com.au for further details on how to get connected.
- (8) If you (the building owner) are undertaking 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 600mm below natural ground level at a boundary with an adjoining site (as depicted in figure 1); or
 - an excavation which intersects any notional plane extending downwards at a slope of 1 vertical to 2 horizontal from a point at natural ground level at any boundary between 2 sites (not being a boundary with the site of the excavation), where the boundary is within a distance equal to twice the depth of the excavation (as depicted in figure 2); or
 - any fill which is within 600mm 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;

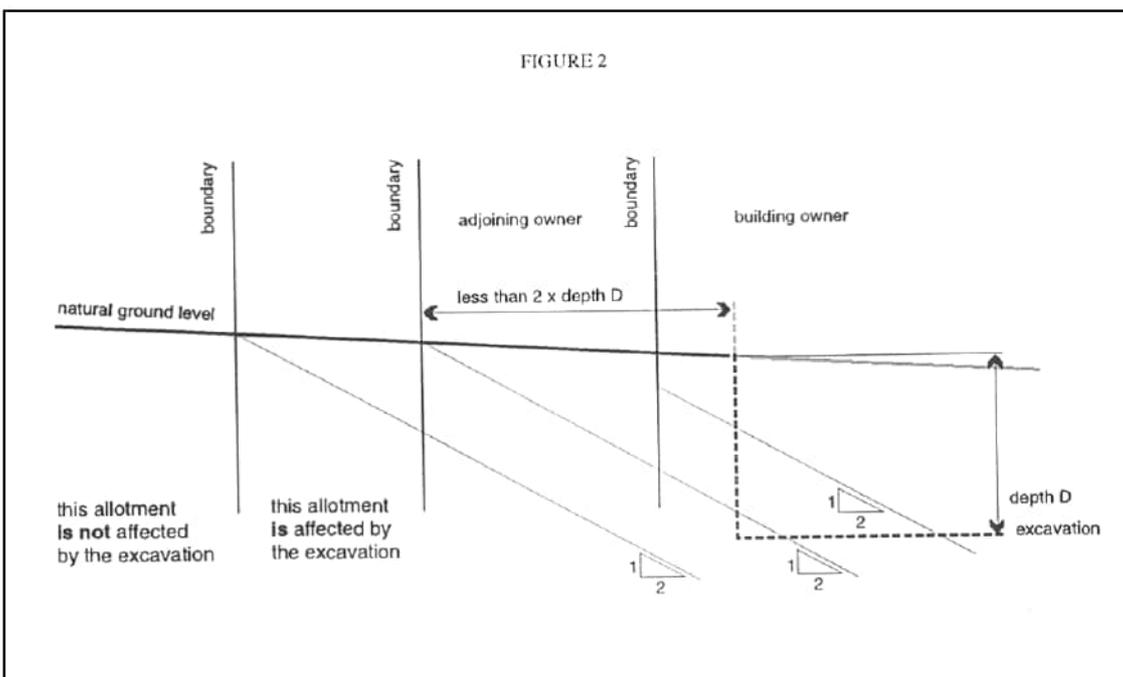
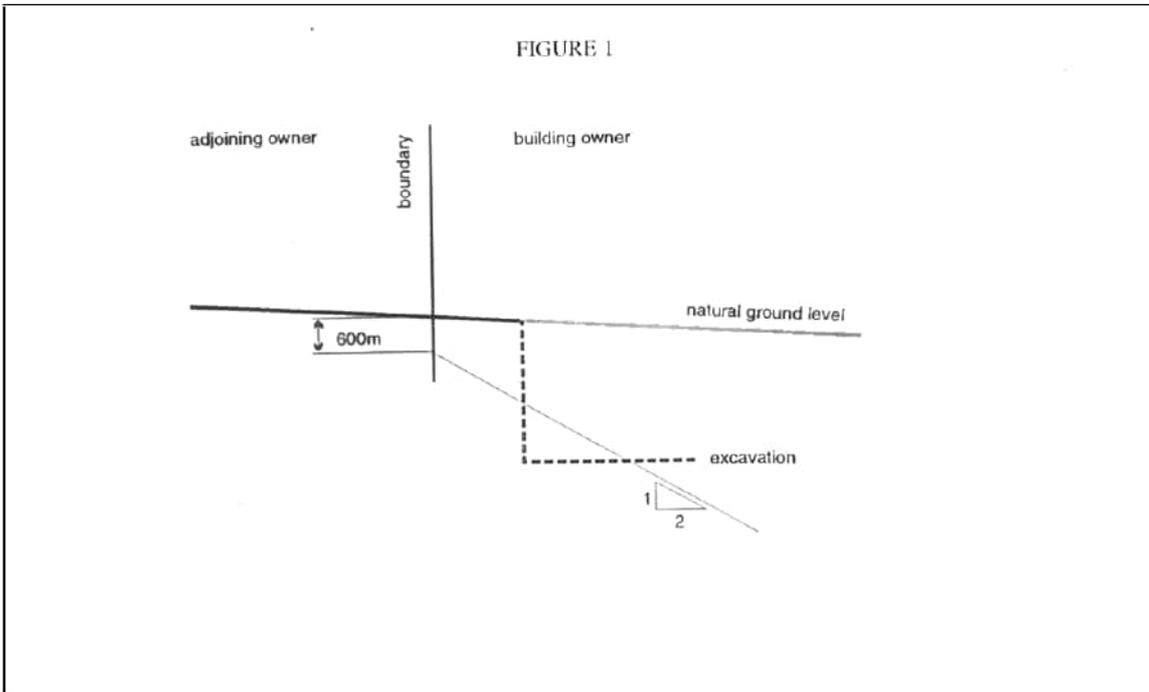
Then you (the building owner) must, at least 28 days before the building work is commenced:

- a) serve on the owner of the affected land or premises a notice of intention to perform the building work and describing the nature of that work; and

b) you must take such precautions as may be prescribed to protect the affected land or premises and must, at the request of the owner of 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.

If you fail to comply with these notification requirements, then you are guilty of an offence with a maximum penalty of \$10 000.

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



- (9) The Metropolitan Adelaide Road Widening Plan shows that the subject land is affected by a possible requirement for a strip of land up to 4.5 metres in width from the Prospect Road frontage of the site for the future upgrading of the Prospect Road / Regency Road intersection. The consent of the Commissioner of Highways under the Metropolitan Adelaide Road Widening Plan Act is required to all building works on or within 6.0 metres of the possible requirement.

As part of the development falls within the consent area, consent will be required in this instance. The applicant should forward the attached form, along with three copies of the approved plan, to DPTI for consent purposes.

- (10) On 6 July 2015, the Minister for Transport and Infrastructure released the revised Integrated Transport and Land Use Plan (ITLUP). The Plan is designed to guide the private, Federal, State and Local Government investments into the transport system for the next 30 years, and plays a key role in ensuring this is fully integrated with land use and strategic infrastructure planning. The Plan identifies ProspectLINK (a tram line running from the City, along O'Connell Street and Prospect Road) as a medium to long term project. The exact timing of this project has yet to be determined and details of the road and tram track layout along Prospect Road will be subject to further investigations and consultation. Subsequently, a number of potential access impacts for Prospect Road and therefore the subject site may occur.
- (11) *Notification to the Kurna Nation Cultural Heritage Association Incorporated (Heritage Association) may be required.* Please be advised that it is an offence under the Aboriginal Heritage Act to damage, disturb or interfere with any Aboriginal site, object or remains. In the event that the building works reveal a suspected Aboriginal site, object or remains, the Minister for Aboriginal Affairs and Reconciliation must be notified. The Minister can be contacted via the Department of the Premier and Cabinet – Aboriginal Affairs and Reconciliation Division, GPO Box 2343 Adelaide SA 5001, phone 8226 8900.

Please note that the Heritage Association is responsible for undertaking heritage surveys in the Indigenous Land Use Agreement (ILUA) area, which is defined as that geographical area of land and waters within the outer boundaries of the geographical area of land and waters comprised in, and the subject of, the native title application known as the Kurna Peoples native title claim SC 00/1 recorded as native title determination application no. SAD 6001/00 in the Federal Court of Australia.

Data Extract for Section 7 search purposes

Valuation ID 0522864236

Data Extract Date: 26/09/2025

Important Information

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

Parcel ID: C27564 FL8

Certificate Title: CT6238/224

Property Address: UNIT 8 225 PROSPECT RD PROSPECT SA 5082

Zones

Urban Corridor (Living) (UC(L))

Subzones

No

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 110 metres)

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

Advertising Near Signalised Intersections

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

Affordable Housing

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

Design

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

Future Road Widening

The Future Road Widening Overlay seeks to ensure development will not compromise efficient delivery of future road widening requirements.

Noise and Air Emissions

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

Prescribed Wells Area

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

Regulated and Significant Tree

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

Traffic Generating Development

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

Urban Transport Routes

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

No

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2714636

DATE OF ISSUE

25/09/2025

INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NAME
E S LUDBEY

FINANCIAL YEAR
2025-2026

PROPERTY DESCRIPTION
U8 225 PROSPECT RD / PROSPECT SA 5082 / LT 8

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
0522864236	CT 6238/224	\$270,000.00	0.0066 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 24/12/2025



Government of
South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billers Code: 456293 Ref: 7008604527</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au <small>© Registered to BPAY Pty Ltd ABN 69 079 137 518</small></p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Commissioner of State Taxation, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
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ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.



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: 2714636

INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

DATE OF ISSUE

25/09/2025

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

OWNERSHIP NUMBER	OWNERSHIP NAME			
18950397	E S LUDBEY			
PROPERTY DESCRIPTION				
U8 225 PROSPECT RD / PROSPECT SA 5082 / LT 8				
ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
0522864236	CT 6238/224	\$640,000.00	R4 1.000	RE 0.400
LEVY DETAILS:				
	FIXED CHARGE	\$	50.00	
	+ VARIABLE CHARGE	\$	216.55	
FINANCIAL YEAR	- REMISSION	\$	130.30	
2025-2026	- CONCESSION	\$	0.00	
	+ ARREARS / - PAYMENTS	\$	0.00	
	= <u>AMOUNT PAYABLE</u>	\$	136.25	

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 24/12/2025



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER
18950397

OWNERSHIP NAME
E S LUDBEY

ASSESSMENT NUMBER
0522864236

AMOUNT PAYABLE
\$136.25

AGENT NUMBER
100021948

AGENT NAME
INFOTRACK PTY LIMITED

EXPIRY DATE
24/12/2025

+70086046180022> +001571+ <0550992431> <0000013625> +444+

OFFICIAL: Sensitive

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billor Code: 456285 Ref: 7008604618</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au <small>® Registered to BPAY Pty Ltd ABN 69 079 137 518</small></p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
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ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

South Australian Water Corporation

Name:
E S LUDBEY

Water & Sewer Account
Acct. No.: **05 22864 23 6**

Amount: _____

Address:
U8 225 PROSPECT RD PROSPECT LT8
C27564

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0522864236



Bill code: 8888
Ref: 0522864236

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: 0522864236



STATEMENT PURSUANT TO SECTION 139 OF THE *COMMUNITY TITLES ACT 1996*

Date of Statement: **8 October 2025**

Community Lot in respect of which the Statement is issued: Lot **8** in **Community Plan No. 27564** at **225 Prospect Road, PROSPECT SA 5082**

Unit entitlement: 655
Total entitlement: 10000
Water Payment Method: ***** Water meters are read by Strata Water Solutions.
Strata Water Solutions must be contacted prior to settlement for final reading (08) 8172 081**

Unit owner: **Ms Erin Skye Ludbey**

Person requesting certificate:

Name: **Dott & Crossitt Conveyancing,**
Address: **shannon@dottandcrossitt.com.au**

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

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

Total amount last determined with respect to the lot

Amount	Period
\$2,092.40	01 Oct 2025 to 30 Sep 2026

Number of instalments payable (if contributions payable by instalments) 4

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

Amount	Period	Date due
[PAID]\$523.10	01 Oct 2025 to 31 Dec 2025	01 Oct 2025
\$523.10	01 Jan 2026 to 31 Mar 2026	01 Jan 2026
\$523.10	01 Apr 2026 to 30 Jun 2026	01 Apr 2026
\$523.10	01 Jul 2026 to 30 Sep 2026	01 Jul 2026

Amount owing \$0.00

Interest due on unpaid levies \$0.00

Amount in credit for prepaid levies \$0.00

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

Total amount last determined with respect to the lot

Amount	Period
\$32.80	01 Oct 2025 to 30 Sep 2026

Number of instalments payable (if contributions payable by instalments) 4

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

Amount	Period	Date due
[PAID]\$8.20	01 Oct 2025 to 31 Dec 2025	01 Oct 2025
\$8.20	01 Jan 2026 to 31 Mar 2026	01 Jan 2026
\$8.20	01 Apr 2026 to 30 Jun 2026	01 Apr 2026
\$8.20	01 Jul 2026 to 30 Sep 2026	01 Jul 2026

Amount owing \$0.00

Interest due on unpaid levies \$0.00

Amount in credit for prepaid levies \$0.00

3. Special contributions

None

4. Particulars of Assets and Liabilities of the Corporation

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

5. Particulars of any Expenditure

(a) Incurred by the Corporation
REFER TO MINUTES ATTACHED

.....
(b) Resolved to be incurred to which the unit holder must, or is likely to be required to, contribute
REFER TO MINUTES ATTACHED - Please contact our office prior to settlement to check for any outstanding balances.
.....

6. Insurance policies

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

Strata Community Insurance
Policy No. SRSC23003379
Type: Building
Premium: \$9,937.56
Next due: 15/05/2026

Cover	Sum insured	Excess
Buildings & Common Property	\$6,259,026.00	\$1,000.00
Public Liability	\$30,000,000.00	\$0.00
Voluntary Workers	\$200,000.00	\$0.00
Fidelity Guarantee	\$100,000.00	\$0.00
Office Bearers Liability	\$250,000.00	\$0.00

7. Documents Supplied

- (i) Minutes of general meetings of the corporation and meetings of the management committee for the last two years
- (ii) Statement of Accounts of the corporation last prepared by the corporation
- (iii) The current policies of insurance taken out by the corporation

NOTE:

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

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

The Community Titles Act requires that :-

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

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

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

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

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

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

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

This Statement was prepared on behalf of Community Corporation 27564 Inc by



.....(signature)

Jack Wilkins
Horner Management
232 South Road
MILE END SA 5031

[Vendor Ref: Ms Erin Skye Ludbey]

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

UNIT OWNER UPDATE

(to be filled in only for new owners)

Community Corporation 27564 Inc
8/225 Prospect Road, PROSPECT SA 5082

SETTLEMENT DATE: ____/____/____

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

Place of Birth: _____ Date of Birth: _____

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

Place of Birth: _____ Date of Birth: _____

(Company Titles Only)

Unit Owner/s residential address: _____

Unit Owner/s preferred postal address: _____

Contact Details: Phone: _____ Work: _____

Mobile: _____ Email: _____

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

Property Manager / Agent: _____

(If Applicable)

Address: _____

Contact Person: _____

Contact Number: _____ Fax: _____

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

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

Tenant/s Numbers: Mobile: _____ Home: _____

Conveyancer acting on behalf of vendor: _____

Conveyancer acting on behalf of purchaser: _____

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

8 October 2025

Strata Title Management
Community Title Management
Residential Property Management
ACN: 066 416 251 – ABN: 72 785 473 932

Dott & Crossitt Conveyancing
shannon@dottandcrossitt.com.au

TAX INVOICE / RECEIPT

Brief: Section 139 for Unit 8/225 Prospect Road, PROSPECT SA 5082

Community Corporation 27564 Inc

ABN: 78 309 821 471

Fee: \$66.00 (Inclusive GST of \$6.00)

PAID IN FULL, WITH THANKS

Renzo Malig
Body Corporate Assistant
HORNER MANAGEMENT PTY LTD

Income & Expenditure Statement
for the financial year-to-date
01/06/2025 to 08/10/2025

Community Corporation 27564 Inc

225 Prospect Road, PROSPECT SA 5082

Administrative Fund

Current period

01/06/2025-08/10/2025

Revenue

Insurance Recovery - Water Damage	2,201.10
Levies Due--Admin	15,972.50
<i>Total revenue</i>	<u>18,173.60</u>

Less expenses

Admin--Audit & Accountancy	380.00
Admin--Information & Communication	356.25
Admin--Management Fees--Standard	1,572.07
Admin--Meeting Fee	120.00
Insurance--Premiums	9,937.56
Maint Bldg--General Repairs	203.50
Maint Grounds--Grounds Maintenance	627.00
Maint Grounds--Landscape Gardening	5,519.80
Maint Grounds--Rubbish Removal	1,567.07
Utility--Electricity	40.30
Utility--Rubbish Removal	3,177.44
<i>Total expenses</i>	<u>23,500.99</u>

Surplus/Deficit (5,327.39)

Opening balance 19,596.31

Closing balance \$14,268.92

Sinking Fund

Current period

01/06/2025-08/10/2025

Revenue

Levies Due--Sinking 250.40

Total revenue 250.40

Less expenses

Total expenses 0.00

Surplus/Deficit 250.40

Opening balance (323.97)

Closing balance -\$73.57

Income & Expenditure Statement for the financial year to 31/05/2024

Community Corporation 27564 Inc

225 Prospect Road, PROSPECT SA 5082

Administrative Fund

Current period

01/06/2023-31/05/2024

Revenue

Interest on Arrears--Admin	19.72
Interest--Bank	68.99
Levies Due--Admin	27,767.16
Recovery--Owner	99.00
<i>Total revenue</i>	27,954.87

Less expenses

Admin--Agent Disbursements--Previous Management	183.79
Admin--Audit & Accountancy	300.00
Admin--Document Input Fee	220.00
Admin--Information & Communication	400.00
Admin--Management Fees--Previous Management	524.36
Admin--Management Fees--Standard	2,200.00
Admin--Meeting Fee	245.00
Admin--Meeting Fee--Strata Vote	99.00
Admin--Public Officers Admin Fee	125.00
Insurance--Premiums	9,932.74
Maint Bldg--Cleaning--Bins	1,266.80
Maint Bldg--Cleaning--Public Areas	393.30
Maint Bldg--Miscellaneous	(250.00)
Maint Bldg--Rubbish Removal	1,412.30
Maint Grounds--Grounds Maintenance	3,430.00
Trades Compliance--Annual Fee	90.20
Utility--Electricity	492.43
Utility--Meter Readings	940.00
Utility--Rubbish Removal	6,062.27
Utility--Water Usage Charges	227.22
<i>Total expenses</i>	28,294.41

Surplus/Deficit (339.54)

Opening balance 6,557.03

Closing balance \$6,217.49

Sinking Fund

Current period

01/06/2023-31/05/2024

Revenue

Interest on Arrears--Sinking 0.31

Levies Due--Sinking 432.93

Total revenue 433.24

Less expenses

Total expenses 0.00

Surplus/Deficit 433.24

Opening balance 942.99

Closing balance \$1,376.23

Balance Sheet

As at 08/10/2025

Community Corporation 27564 Inc

225 Prospect Road, PROSPECT SA 5082

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	(5,327.39)
Owners Equity--Admin	19,596.31
	14,268.92
Sinking Fund	
Operating Surplus/Deficit--Sinking	250.40
Owners Equity--Sinking	(323.97)
	(73.57)
Net owners' funds	\$14,195.35
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	13,222.72
Receivable--Levies--Admin	1,046.20
	14,268.92
Sinking Fund	
Cash at Bank--Sinking	(89.97)
Receivable--Levies--Sinking	16.40
	(73.57)
Unallocated Money	
	0.00
<i>Total assets</i>	14,195.35
Less liabilities	
Administrative Fund	
	0.00
Sinking Fund	
	0.00
Unallocated Money	
	0.00
<i>Total liabilities</i>	0.00
Net assets	\$14,195.35

Balance Sheet

As at 31/05/2024

Community Corporation 27564 Inc

225 Prospect Road, PROSPECT SA 5082

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	(339.54)
Owners Equity--Admin	6,557.03
	6,217.49
Sinking Fund	
Operating Surplus/Deficit--Sinking	433.24
Owners Equity--Sinking	942.99
	1,376.23
Net owners' funds	\$7,593.72
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	6,221.13
	6,221.13
Sinking Fund	
Cash at Bank--Sinking	1,376.29
	1,376.29
Unallocated Money	0.00
<i>Total assets</i>	7,597.42
Less liabilities	
Administrative Fund	
Prepaid Levies--Admin	3.64
	3.64
Sinking Fund	
Prepaid Levies--Sinking	0.06
	0.06
Unallocated Money	0.00
<i>Total liabilities</i>	3.70
Net assets	\$7,593.72

Approved Budget to apply from 17/06/2025

Community Corporation 27564 Inc

225 Prospect Road, PROSPECT SA 5082

Administrative Fund

Approved
budget

Revenue

Levies Due--Admin	31,943.00
<i>Total revenue</i>	31,943.00

Less expenses

Admin--Audit & Accountancy	380.00
Admin--Information & Communication	900.00
Admin--Management Fees--Standard	3,850.00
Admin--Meeting Fee	120.00
Admin--Public Officers Admin Fee	145.00
Insurance--Premiums	10,300.00
Maint Bldg--General Repairs	1,500.00
Maint Grounds--Grounds Maintenance	3,500.00
Trades Compliance--Annual Fee	100.00
Utility--Electricity	250.00
Utility--Meter Readings	950.00
Utility--Rubbish Removal	9,000.00
Utility--Water Usage Charges	250.00
<i>Total expenses</i>	31,245.00

Surplus/Deficit	698.00
-----------------	--------

Opening balance	10,718.08
-----------------	-----------

Closing balance	\$11,416.08
-----------------	-------------

Total units of entitlement	10000
----------------------------	-------

Levy contribution per unit entitlement	\$3.19
--	--------

Sinking Fund

Approved
budget

Revenue

Levies Due--Sinking

500.00

Total revenue

500.00

Surplus/Deficit

500.00

Opening balance

(323.97)

Closing balance

\$176.03

Total units of entitlement

10000

Levy contribution per unit entitlement

\$0.05

Community Corporation 27564 225 Prospect Road, PROSPECT

Minutes of the Annual General Meeting at
232 South Rd, Mile End, SA, 5031
On the 18th of June 2025 at 3:00 PM

PROCEEDINGS

Lots Represented:	Erin Ludbey	Lot 8
Proxy:	Scott Richard Bowman to Horner Management Pty Ltd	Lot 2
	Steven Vacca	Lot 5
	Danielle Boniface to Horner Management Pty Ltd	Lot 6
	Benjamin Pelentsov	Lot 9
	Christie Sargent to Horner Management Pty Ltd	Lot 10
	Simon Liu	Lot 14
	Lady Diana Onate Vega to Horner Management Pty Ltd	Lot 15
Guest:	Jack Wilkins representing Horner Management Pty Ltd	
Quorum:	Those present were advised that a quorum was achieved and meeting declared open.	

DISCLOSURE OF PECUNIARY INTEREST

Owners or their designated representatives are reminded to inform the meeting of any direct or indirect financial interests they may have in any matter under consideration. Horner Management directs all members to the Management Agreement for the disclosure of their interests.

APPOINTMENT OF CHAIR PERSON

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

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

Motion CARRIED.

CONFIRMATION OF MINUTES

To resolve that the minutes of the previous Annual General Meeting be accepted as a correct record.

Members will find attached to the final page of the minutes additional information that is important for unit owners to be aware of and has been discussed at previous meetings. This information is for the benefit of all unit owners.

Motion CARRIED.

ACCEPTANCE OF FINANCIAL STATEMENT

The Corporation's financial statement of accounts for the period 1/6/24 to 31/5/25, showing a closing balance of \$19,272.34 (\$19,596.31 Administration Fund & -\$323.97 Sinking Fund) be accepted as a true and correct record.

Motion CARRIED.

RESOLUTION TO APPOINT COMMUNITY MANAGER

Resolution to appoint Horner Management Pty Ltd, and/or their nominee, to assist the Corporation by undertaking all those functions, powers & duties as contained in the Community Titles Act 1996 at an annual primary remuneration of \$3,850.00 inclusive of 10% GST. The full details of the services and costs for Management are outlined in the Management Agreement. This information is viewable at the offices of Horner Management, before or at the AGM and has also been uploaded to the unit owners portal.

The appointment of Horner Management includes the appointment of Carrie McInerney to act as the Public Officer for taxation purposes.

Motion CARRIED.

APPOINTMENT OF OFFICE BEARERS & MANAGEMENT COMMITTEE

It was resolved that in accordance with Section 90 of the Community Titles Act, a Management Committee would be appointed to assist the Corporation to carry out the business of the Strata Corporation. A Management Committee do not have the power to do anything for which a special or unanimous resolution of the Community Corporation. (Section 92(4))

Presiding Officer:	Erin Ludbey	Unit 8
Secretary:	Erin Ludbey	Unit 8
Treasurer:	Erin Ludbey	Unit 8

The following appointments were made in accordance with Section 76 of the Community Titles Act.

The committee would consist of the above mentioned office bearers.

RISK & INSURANCE REVIEW

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
SRSC23003379	Strata Community Insurance	15 May 2026	Buildings & Common Property	\$6,259,026.00
			Public Liability	\$30,000,000.00
			Voluntary Workers	\$200,000.00
			Fidelity Guarantee	\$100,000.00
			Office Bearers Liability	\$250,000.00
TOTAL PREMIUM: \$9,937.56 Excess: Insured property \$1,0000 Commission: \$1764.78				

Insurance Valuation: Last undertaken 30 Apr 2024 and the report set a recommended cover of \$6,155,000.00.

Insurance Decision: It was agreed by all owners present to retain the current level of cover and retain the insurance policy with Strata Community Insurance.

Important Insurance Information

The Act imposes a duty on the Corporation to ensure all building and building improvements for their full replacement value, including all costs incidental to and associated with the replacement. The Corporation is further required to keep itself insured against liability for negligence; at this date \$10,000,000 and against any other liabilities [e.g., flood] determined by a special resolution of the Corporation.

The Corporation Legal Liability applies primarily to Common Property, and that Landlords should be separately insured for cover in relation to their lots and yard subsidiaries.

Insurance Disclaimer:

In the event of a claim not being fully met due to the building being underinsured as a result of the Body Corporate’s decision to insure for a lesser amount than is required by legislation, i.e., full replacement value, Horner Management and or members of its staff will not be held professionally negligent.

Horner Management has previously clarified the services they provide in relation to Insurance. We obtain quotes for Insurance, place and renew insurance according to your instructions and notify the Insurer of claims. We are an authorised representative of CHU Underwriting Agencies and an agent for QBE Insurance.

We are also authorised distributors of Strata Community Insurance & Lync Insurance Brokers. We provide general advice about insurance (not personal advice).

A copy of the Product Disclosure Statement and Financial Services Guide are available on the portal for review.

Commissions: Horner Management receives a commission of 20% for placing the Corporation’s insurance. Horner Management Pty. Limited are authorised to place Insurance on behalf of the Corporation.



MAINTENANCE OF BUILDINGS & COMMON PROPERTY

Rubbish disposal.

- Owners and tenants to ensure they are placing rubbish in the correct bins including arranging hard waste rubbish removal when required.
- Any unit found guilty of breaching the by-laws and disposing of rubbish incorrectly will be issued a fine up to maximum amount of \$500.

The Manager was asked to prepare and deliver hard copy notice to each units letterbox to ensure they are aware of the rules in relation to bin etiquette and rubbish disposal. Owners and Property Managers are also reminded to ensure their tenants are aware of the rules in relation to disposing of hard waste items and rubbish disposal as there should be no waste left on the ground in the communal bin area.

Additional security camera

The Manager will organise quotes to install additional security cameras along the driveway area to face the communal bin area to assist with identifying who is continuously disposing their waste incorrectly.

PROPOSED BUDGET

The proposed Budget as circulated be accepted, with contributions to the Administration Fund being \$31,943.00 and Sinking Fund is: \$500.00.

Period From	Period To	Due	Admin Fund	Sinking Fund
01 Jan 2026	31 Mar 2026	01 Jan 2026	\$7,985.75	\$125.00
01 Apr 2026	30 Jun 2026	01 Apr 2026	\$7,985.75	\$125.00
01 Jul 2026	30 Sep 2026	01 Jul 2026	\$7,985.75	\$125.00
01 Oct 2026	31 Dec 2026	01 Oct 2026	\$7,985.75	\$125.00
01 Jan 2026	31 Dec 2026		\$31,943.00	\$500.00

Motion CARRIED.

Budget decision: It was agreed to retain the contributions to the Admin fund at \$31,943 per annum and \$500 per annum to the Sinking fund.

Special Levy: Members may still be asked to pay special levies during the year to cover shortfall of funds for unbudgeted items or when owners do not accept the budget presented by Horner Management. While your Corporation may raise enough funds to cover the yearly financials, a levy may be required to assist in situations where the Corporation has the majority of its expenses fall in the same period of each year.

ADOPTION OF POLICIES

The Corporation is reminded of its costs policy that was passed unanimously at a previous general meeting of lot owners:

- *Proceeding with Debt Collection – That the Body Corporate Manager is authorised to proceed on behalf of the Corporation with any necessary action, including legal action to recover all outstanding monies*
- *Costs – All related and associated costs for recovering the outstanding monies will be the responsibility of the relevant unit and as such will be recovered from that unit owner.*

This policy has previously been passed by a Unanimous Resolution. If the Corporation wish to revoke this resolution a Unanimous Resolution will be required to do so.

APPROVAL - LANDSCAPING REVAMP

12.1 Front Garden landscaping revamp.

- Upgrading the front garden bed area directly outside the building on street frontage, including 100 new plants, new garden mulch and compost and additional irrigation as per quote from Bloom landscaping for \$5,519.80. (See attached quote and concept picture)
- No special levy required if works are approved as the corp.

Motion CARRIED VIA MAJORITY DECISION

OTHER BUSINESS

No other business was discussed.

NEXT MEETING

The next AGM has been scheduled for Wednesday 17th of June 2026 and will be held via teleconference beginning at 3:00pm.

CLOSURE OF MEETING

The Manger thanked Erin for her attendance and owners who provided proxy authorisation. The meeting was closed off at 3:20pm. Closed off at 3:20pm.

ADDITIONAL INFORMATION

CORRESPONDENCE:

Correspondence for the year is available on the online portal on our website. As per the Act, each member of the Corporation has the right to inspect all records held by the Manager on behalf of the Corporation. If you would like to inspect the records via the portal, you please visit our website, alternatively if you would like to inspect the records in person, please contact our office to arrange a time during office hours.

INTEREST, TAX AND AUDITS:

Legislation requires monies held in Trust Accounts. If the Corporation earns interest and as a result, an annual tax return is required. Interest is credited monthly on the balance held in funds by the Corporation, when placed in an investment account. Legislation also requires an Annual audit of the Trust Account by an accredited auditor. The audit for 2023 will be undertaken by D W Johns & Co. Limited, Chartered Accountants, a copy of the report is provided to all of our Corporation Secretaries on the Online Portal. If you would like a copy sent to you, please contact our office.

DUTIES OF THE APPOINTED BODY CORPORATE MANAGERS:

General: To provide so far as is reasonably necessary general advice and assistance to the Corporation and its officers and to assist them in the performance of their responsibilities under the Act.

Meetings: Arrange the General and Committee meetings, prepare and distribute notices, including notices of meetings. Attend General and Committee meetings if needed and assist the Presiding Officer in the conduct of meetings. Assist the Secretary in the preparation of minutes of meetings and distribute such minutes.

Maintenance: Advise upon and arrange for the maintenance, repair and replacement of the common property in accordance with the Corporation's instructions. Organise emergency maintenance works.

Insurance: Place & renew insurances in accordance with the Corporations instructions & have claims promptly processed.

Accounting: Collect, bank and account for maintenance contributions, levies, interest accruing or other amounts due to the Corporation. Send notices levying maintenance or other contributions and pay accounts and outgoings. Prepare annual statements of accounts of the Corporation and arrange an annual audit of the books as required.

Secretarial: Promptly deal with the Corporation correspondence and requests for Searches (section 41s). Ensure that all appropriate and proper records of the Corporation are maintained and keep secure and confidential all books, records, Certificates of Title, Strata Plans, Schedules and the like.

Public Officer: Act as the Corporation's Public Officer for the purpose of Tax Returns & other matters as required by statute. The Management agreement is available on the owner line portal, and this document details the duties Horner Management carry out for you.

OFFICE BEARERS:

At all times a Strata Corporation must have a presiding officer, a secretary and a treasurer who are appointed at the general meeting. These officers must be unit owners but one person may hold two or more of these positions. A Strata Manager can assist in running the affairs of the corporation.

Presiding Officer (the Corporation has appointed Horner Management to carry out the below duties)

- Primary contact between the Manager and the committee;
- Attend meetings as required; and
- Chair all general meetings and committee meetings which they attend or, delegate this responsibility to the Corporation Manager.

Secretary

- The secretary of a Strata corporation has the following functions:
- Prepare and distribute minutes of meetings of the corporation (currently delegated to Horner Management)
- Submit a motion for confirmation of the minutes of any meeting of the corporation at the next meeting of the corporation (currently delegated to Horner Management)

- Give the notices required to be given under the Act by the members of the corporation and the management committee (currently delegated to Horner Management)
- Answer communications addressed to the corporation (currently delegated to Horner Management)
- Convene meetings of the Management Committee
- Deal with administrative and secretarial matters for the corporation and the Management Committee (currently delegated to Horner Management)

Treasurer

- Notify unit owners of any contributions to be raised from them in accordance with the Act (currently delegated to Horner Management)
- Receive, acknowledge, bank and account for any money paid to the corporation (currently delegated to Horner Management)
- Keep accounting records and prepare financial statements (currently delegated to Horner Management)

Please Note: Officers of the Corporation do not have the powers to: -

- Authorise any dealing with or any variation of the common property or to grant exclusive rights in respect of the enjoyment and use of any part thereof;
- Authorise any decision that requires special resolution or unanimous resolution;
- Authorise any capital improvements to the common property;
- Authorise installations or additions to lots or common property. The functions of the Officers of the Corporation were by and large confined to authorising and overseeing the routine maintenance responsibilities of the Corporation and ensuring that the provisions of the By-Laws were adhered to by both the Corporation and lot proprietors and occupiers.

INSURANCE:

Contents Insurance: Lot owners will need to arrange individually for adequate Insurance for the contents of their units inclusive of carpets, drapes, light fittings, etc., whether or not the unit is occupied by the unit holder or a tenant, as such items are not included in the Corporation's policy. The Strata Manager drew to the attention of the members the advantage of holding contents insurance with the same Company that holds the Corporations Policy.

Owners Liability Insurance: The Corporation's insurance policy only covers liability for common areas, owners will need to ensure that their policy covers liability for inside their unit, as well as their yard subsidiaries.

Landlords Insurance: In the past Horner Management have emphasised the importance of Landlords Insurance Protection covering carpets, curtains and light fittings as there have been some claims of late, in other Strata Complexes, which have been borne personally by owners as they did not have this particular type of cover.

BUDGET NOTES:

If the estimated requirement is not used during the year, the balance, as at the end of the financial year, can be held for future maintenance. If there should be substantial repairs or maintenance to be carried out, or there be insufficient Corporation Funds, the Strata Manager, in accordance with sections 27 (1) and (2) of the Strata Title Act, 1988, will raise a special levy to cover the corporation's outstanding accounts, or required maintenance.

WATER CHARGES:

As of 1 July 2024, water rates have increased to \$2.251 (previously \$2.126) per kL for the first .383.6kl per unit per day, \$3.214 (previously \$3.035) per kL for all use over 0.383.6kL per unit per day.

COMMERCIAL WATER PRICES

Commercial: Water Use Usage charge \$3.214 per KL (previously \$3.035) regardless how many KLs are used.

ARTICLES & RULES:

Each unit holder is individually responsible for attaching a copy of the Corporation's Articles and any Corporation rules to a letting or lease agreement for their unit.

All owners are requested to advise the management of any change in the occupancy of their units. Please advise their agents.

APPROVALS BETWEEN ANNUAL GENERAL MEETINGS:

If owners want to seek approval from the Corporation between Annual General Meetings, there are two options available:

Extra Ordinary Meeting – In person: A request can be made to call an Extra Ordinary Meeting, where owners and the Strata Manager physically attend. These meetings will be charged at \$165.00 to prepare meeting notices, proxy forms, attend the meeting and distribute the minutes.

Online General Meetings: Usually an external software provider, StrataVote gives the Corporation the opportunity to hold an online meeting. This will allow owners to receive information via email and submit a voting form (proxy) online and do not require owners to physically attend the meeting. Owners who have not provided an email address will be sent the meeting notice and voting paper (proxy form) via Australia Post. Strata Vote meetings are charged at a rate of \$99.00.

Any owner who is seeking a special meeting to have items approve that directly benefit them, such as pet requests, pergola installations, air conditioners, will be responsible for the cost of these meetings.

CORRESPONDENCE AND INVOICE DELIVERY:

Horner Management provide owners with the option to have either their correspondence, invoices or both delivered via email instead of Australia Post. If you would like to receive correspondence or invoices via email, please contact our office.

Community Corporation 27564 225 Prospect Road, PROSPECT

Minutes of the Annual General Meeting at
232 South Rd, Mile End, SA, 5031
On 19 June 2024 at 03:00 PM

PROCEEDINGS

Proxy:	Ms Amanda Kate Bowman & Mr Scott Richard Bowman proxy to Horner Management	Lot 2
	Mr Francesco D'Agostino proxy to Horner Management	Lot 6
	Mr Bernard Martin Noonan & Mrs Bernadette Kaye Noonan proxy to Horner Management	Lot 7
	Ms Erin Skye Ludbey proxy to Horner Management	Lot 8
	Mr Mark John Sargent & Mrs Christie Lee Sargent proxy to Horner Management	Lot 10
	Lady Diana Onate Vega proxy to Horner Management	Lot 15

Guest: Jack Wilkins representing Horner Management Pty Ltd

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

OPENINGS, ATTENDANCE & APOLOGIES

Nil.

DISCLOSURE OF PECUNIARY INTEREST

Owners or their designated representatives are reminded to inform the meeting of any direct or indirect financial interests they may have in any matter under consideration. Horner Management directs all members to the Management Agreement for the disclosure of their interests.

APPOINTMENT OF CHAIR PERSON

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

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

Motion CARRIED.

VOTES Yes : 6 No: 0 Abs: 0 Inv: 0

CONFIRMATION OF MINUTES

To resolve that the minutes of the previous Annual General Meeting be accepted as a correct record.

Members will find attached to the final page of the minutes additional information that is important for unit owners to be aware of and has been discussed at previous meetings. This information is for the benefit of all unit owners.

Motion CARRIED.

VOTES Yes : 5 No: 0 Abs: 1 Inv: 0

ACCEPTANCE OF FINANCIAL STATEMENT

The Corporation's financial statement of accounts for the period 1/6/23 to 31/5/24, showing a closing balance of \$7,593.72 (\$6,217.49 Administration Fund & \$1,376.23 Sinking Fund) be accepted as a true and correct record.

Motion CARRIED.

VOTES Yes : 6 No: 0 Abs: 0 Inv: 0

RESOLUTION TO APPOINT COMMUNITY MANAGER



Resolution to appoint Horner Management Pty Ltd, and/or their nominee, to assist the Corporation by undertaking all those functions, powers & duties as contained in the Community Titles Act 1996 at an annual primary remuneration of \$3,465.00 inclusive of 10% GST. The full details of the services and costs for Management are outlined in the Management Agreement. This information is viewable at the offices of Horner Management, before or at the AGM and has also been uploaded to the unit owners portal.

The appointment of Horner Management includes the appointment of Carrie McInerney to act as the Public Officer for taxation purposes.

Motion CARRIED.

VOTES Yes : 6 No: 0 Abs: 0 Inv: 0

APPOINTMENT OF OFFICE BEARERS & MANAGEMENT COMMITTEE

It was resolved that in accordance with Section 90 of the Community Titles Act, a Management Committee would be appointed to assist the Corporation to carry out the business of the Strata Corporation. A Management Committee do not have the power to do anything for which a special or unanimous resolution of the Community Corporation. (Section 92(4))

Presiding Officer:	Nathan D'Agostino	Unit 6
Secretary:	Erin Ludbey	Unit 8
Treasurer:	Nathan D'Agostino	Unit 6

The following appointments were made in accordance with Section 76 of the Community Titles Act.

The committee would consist of the above mentioned office bearers.

RISK & INSURANCE REVIEW - COMMUNITY

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
SRSC23003379	Strata Community Insurance	15 May 2025	Buildings & Common Property	\$6,259,026.00
			Public Liability	\$30,000,000.00
			Voluntary Workers	\$200,000.00
			Fidelity Guarantee	\$100,000.00
			Office Bearers Liability	\$250,000.00
TOTAL PREMIUM: \$9,932.74				
Excess: Insured property \$1,000.00				
Commission: \$1,765.90				

Insurance Valuation: Last undertaken 30 Apr 2024 and the report set a recommended cover of \$6,155,000.00.

Motion CARRIED.

VOTES Yes : 6 No: 0 Abs: 0 Inv: 0

Insurance Decision: It was agreed to retain building coverage at \$6,259,026 and public liability coverage of \$30 million. Insurance will remain with Strata Community Insurance and the Manager will seek a comparable quote from CHU should the premium amount exceed the budgeted figure of \$10,300.

Important Insurance Information

The Community Titles Act imposes a duty on the Corporation to ensure all building and building improvements for their full replacement value, including all costs incidental to and associated with the replacement. The Corporation is further required to keep itself insured against liability for negligence; at this date \$10,000,000 and against any other liabilities [e.g., flood] determined by a special resolution of the Corporation.

The Corporation Legal Liability applies primarily to Common Property, and that Landlords should be separately insured for cover in relation to their lots and yard subsidiaries.

Insurance Disclaimer:



In the event of a claim not being fully met due to the building being underinsured as a result of the Body Corporate's decision to insure for a lesser amount than is required by legislation, i.e., full replacement value, Horner Management and or members of its staff will not be held professionally negligent.

Horner Management has previously clarified the services they provide in relation to Insurance. We obtain quotes for Insurance, place and renew insurance according to your instructions and notify the Insurer of claims. We are an authorised representative of CHU Underwriting Agencies and an agent for QBE Insurance.

We are also authorised distributors of Strata Community Insurance. We provide general advice about insurance (not personal advice).

A copy of the Product Disclosure Statement and Financial Services Guide are available on the portal for review.

Commissions: Horner Management receives a commission of 20% for placing the Corporation's insurance. Horner Management Pty. Limited are authorised to place Insurance on behalf of the Corporation.

MAINTENANCE OF BUILDINGS & COMMON PROPERTY

No maintenance was discussed.

PROPOSED BUDGET

That the proposed budget be accepted. The amount for Admin is: \$31,943.00 and Sinking is: \$500.00.

Period From	Period To	Due	Admin Fund	Sinking Fund
01 Jan 2025	31 Mar 2025	01 Jan 2025	\$7,985.75	\$125.00
01 Apr 2025	30 Jun 2025	01 Apr 2025	\$7,985.75	\$125.00
01 Jul 2025	30 Sep 2025	01 Jul 2025	\$7,985.75	\$125.00
01 Oct 2025	31 Dec 2025	01 Oct 2025	\$7,985.75	\$125.00
01 Jan 2025	31 Dec 2025		\$31,943.00	\$500.00

Motion CARRIED.

VOTES

Yes : 6 No: 0 Abs: 0 Inv: 0

Budget decision: It was agreed to retain the contributions to the Admin fund at \$31,943 per annum and \$500 per annum to the Sinking fund.

Special Levy: Members may still be asked to pay special levies during the year to cover shortfall of funds for unbudgeted items or when owners do not accept the budget presented by Horner Management. While your Corporation may raise enough funds to cover the yearly financials, a levy may be required to assist in situations where the Corporation has the majority of its expenses fall in the same period of each year.

ADOPTION OF POLICIES

Resolve to adopt the following policy and procedure for overdue levies;

- Proceeding with Debt Collection – That the Body Corporate Manager is authorised to proceed on behalf of the Corporation with any necessary action, including legal action to recover all outstanding monies
- Costs – All related and associated costs for recovering the outstanding monies will be the responsibility of the relevant unit and as such will be recovered from that unit owner.

Motion CARRIED.

VOTES

Yes : 6 No: 0 Abs: 0 Inv: 0

It was resolved that the previous arrears policy is to continue without change.

- Interest on overdue levies – The Corporation will charge owners interest on all levies outstanding in excess of 14 days. The current rate is set at 15% per annum calculated daily
- Accounting Fees – In accordance with the Management Agreement, owners are charged a fee for each reminder / final notice
- Proceeding with Debt Collection – That the Body Corporate Manager is authorised to proceed on behalf of the Corporation with any necessary action, including legal action to recover all outstanding monies
- Costs – All related and associated costs for recovering the outstanding monies will be the responsibility of the relevant unit and as such will be recovered from that unit owner.

OTHER BUSINESS

No other business was discussed.

NEXT MEETING



Next years AGM will be held on Wednesday 18th June 2025 at Horner Management office and will begin at 3:00pm.

CLOSURE OF MEETING

The Manager would like to thank Owners for providing their proxies and the meeting was closed off at 3:30pm.

ADDITIONAL INFORMATION

CORRESPONDENCE:

Correspondence for the year is available on the online portal on our website. As per the Act, each member of the Corporation has the right to inspect all records held by the Manager on behalf of the Corporation. If you would like to inspect the records via the portal, you please visit our website, alternatively if you would like to inspect the records in person, please contact our office to arrange a time during office hours.

INTEREST, TAX AND AUDITS:

Legislation requires monies held in Trust Accounts. If the Corporation earns interest and as a result, an annual tax return is required. Interest is credited monthly on the balance held in funds by the Corporation, when placed in an investment account. Legislation also requires an Annual audit of the Trust Account by an accredited auditor. The audit for 2021 will be undertaken by D W Johns & Co. Limited, Chartered Accountants, a copy of the report is provided to all of our Corporation Secretaries on the Online Portal. If you would like a copy sent to you, please contact our office.

DUTIES OF THE APPOINTED BODY CORPORATE MANAGERS:

General: To provide so far as is reasonably necessary general advice and assistance to the Corporation and its officers and to assist them in the performance of their responsibilities under the Act.

Meetings: Arrange the General and Committee meetings, prepare and distribute notices, including notices of meetings. Attend General and Committee meetings if needed and assist the Presiding Officer in the conduct of meetings. Assist the Secretary in the preparation of minutes of meetings and distribute such minutes.

Maintenance: Advise upon and arrange for the maintenance, repair and replacement of the common property in accordance with the Corporation's instructions. Organise emergency maintenance works.

Insurance: Place & renew insurances in accordance with the Corporations instructions & have claims promptly processed.

Accounting: Collect, bank and account for maintenance contributions, levies, interest accruing or other amounts due to the Corporation. Send notices levying maintenance or other contributions and pay accounts and outgoings. Prepare annual statements of accounts of the Corporation and arrange an annual audit of the books as required.

Secretarial: Promptly deal with the Corporation correspondence and requests for Searches (section 41s). Ensure that all appropriate and proper records of the Corporation are maintained and keep secure and confidential all books, records, Certificates of Title, Strata Plans, Schedules and the like.

Public Officer: Act as the Corporation's Public Officer for the purpose of Tax Returns & other matters as required by statute. The Management agreement is available on the owner line portal, and this document details the duties Horner Management carry out for you.

OFFICE BEARERS:

At all times a Strata Corporation must have a presiding officer, a secretary and a treasurer who are appointed at the general meeting. These officers must be unit owners but one person may hold two or more of these positions. A Strata Manager can assist in running the affairs of the corporation.

Presiding Officer (the Corporation has appointed Horner Management to carry out the below duties)

- Primary contact between the Manager and the committee;
- Attend meetings as required; and
- Chair all general meetings and committee meetings which they attend or, delegate this responsibility to the Corporation Manager.

Secretary

- The secretary of a Strata corporation has the following functions:
- Prepare and distribute minutes of meetings of the corporation (currently delegated to Horner Management)
- Submit a motion for confirmation of the minutes of any meeting of the corporation at the next meeting of the corporation (currently delegated to Horner Management)
- Give the notices required to be given under the Act by the members of the corporation and the management committee (currently delegated to Horner Management)
- Answer communications addressed to the corporation (currently delegated to Horner Management)
- Convene meetings of the Management Committee
- Deal with administrative and secretarial matters for the corporation and the Management Committee (currently delegated to Horner Management)

Treasurer

- Notify unit owners of any contributions to be raised from them in accordance with the Act (currently delegated to Horner Management)
- Receive, acknowledge, bank and account for any money paid to the corporation (currently delegated to Horner Management)
- Keep accounting records and prepare financial statements (currently delegated to Horner Management)

Please Note: Officers of the Corporation do not have the powers to: -

- Authorise any dealing with or any variation of the common property or to grant exclusive rights in respect of the enjoyment and use of any part thereof;
- Authorise any decision that requires special resolution or unanimous resolution;
- Authorise any capital improvements to the common property;
- Authorise installations or additions to lots or common property. The functions of the Officers of the Corporation were by and large confined to authorising and overseeing the routine maintenance responsibilities of the Corporation and ensuring that the provisions of the By-Laws were adhered to by both the Corporation and lot proprietors and occupiers.

INSURANCE:

Contents Insurance: Lot owners will need to arrange individually for adequate Insurance for the contents of their units inclusive of carpets, drapes, light fittings, etc., whether or not the unit is occupied by the unit holder or a tenant, as such items are not included in the Corporation's policy. The Strata Manager drew to the attention of the members the advantage of holding contents insurance with the same Company that holds the Corporations Policy.

Owners Liability Insurance: The Corporation's insurance policy only covers liability for common areas, owners will need to ensure that their policy covers liability for inside their unit, as well as their yard subsidiaries.

Landlords Insurance: In the past Horner Management have emphasised the importance of Landlords Insurance Protection covering carpets, curtains and light fittings as there have been some claims of late, in other Strata Complexes, which have been borne personally by owners as they did not have this particular type of cover.

BUDGET NOTES:

If the estimated requirement is not used during the year, the balance, as at the end of the financial year, can be held for future maintenance. If there should be substantial repairs or maintenance to be carried out, or there be insufficient Corporation Funds, the Strata Manager, in accordance with sections 27 (1) and (2) of the Strata Title Act, 1988, will raise a special levy to cover the corporation's outstanding accounts, or required maintenance.

WATER CHARGES:

As of 1 July 2024, water rates have increased to \$2.251 (previously \$2.126) per kL for the first .383.6kl per unit per day, \$3.214 (previously \$3.035) per kL for all use over 0.383.6kl per unit per day.

COMMERCIAL WATER PRICES

Commercial: Water Use Usage charge \$3.214 per KL (previously \$3.035) regardless how many KLs are used.



ARTICLES & RULES:

Each unit holder is individually responsible for attaching a copy of the Corporation's Articles and any Corporation rules to a letting or lease agreement for their unit.

All owners are requested to advise the management of any change in the occupancy of their units. Please advise their agents.

APPROVALS BETWEEN ANNUAL GENERAL MEETINGS:

If owners want to seek approval from the Corporation between Annual General Meetings, there are two options available:

Extra Ordinary Meeting – In person: A request can be made to call an Extra Ordinary Meeting, where owners and the Strata Manager physically attend. These meetings will be charged at \$165.00 to prepare meeting notices, proxy forms, attend the meeting and distribute the minutes.

Online General Meetings: Usually an external software provider, StrataVote gives the Corporation the opportunity to hold an online meeting. This will allow owners to receive information via email and submit a voting form (proxy) online and do not require owners to physically attend the meeting. Owners who have not provided an email address will be sent the meeting notice and voting paper (proxy form) via Australia Post. Strata Vote meetings are charged at a rate of \$99.00.

Any owner who is seeking a special meeting to have items approve that directly benefit them, such as pet requests, pergola installations, air conditioners, will be responsible for the cost of these meetings.

CORRESPONDENCE AND INVOICE DELIVERY:

Horner Management provide owners with the option to have either their correspondence, invoices or both delivered via email instead of Australia Post. If you would like to receive correspondence or invoices via email, please contact our office.

Community Corporation 27564 Inc

225 Prospect Road, PROSPECT

Minutes of the Extraordinary General Meeting at Online only
On 27 February 2024 at 02:00 PM

PROCEEDINGS

Lots Represented:	Ms Amanda Kate Bowman & Mr Scott Richard Bowman	Lot 2
	Mr Steven Richard Vacca & Mrs Daniella Maria Vacca	Lot 5
	Ms Erin Skye Ludbey	Lot 8
	Benjamin James Pelentsov	Lot 9
	Mr Mark John Sargent & Mrs Christie Lee Sargent	Lot 10
	Mr Wayne Ross Vanstone	Lot 11
	Lady Diana Onate Vega	Lot 15

Proxy: NIL

Guest: Jack Wilkins representing Horner Management Pty Ltd

Quorum: Quorum achieved with 7 out of 15 lots represented

APPOINTMENT OF CHAIR PERSON

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

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

Motion CARRIED.

VOTES Yes : 6 No: 0 Abs: 1 Inv: 0

CONFIRMATION AND ACCEPTANCE OF THE MINUTES OF THE PREVIOUS GENERAL MEETING

Motion to accept the minutes of the previous Annual General Meeting as a correct record.

Motion CARRIED.

VOTES Yes : 4 No: 0 Abs: 3 Inv: 0

6KW SOLAR SYSTEM APPROVAL

I refer to the above mentioned Strata Corporation and the recent request for the Owner of Unit 9 to install a 6kw solar system

I / WE agree to the installation of a 6kw solar system on the roof of Unit 9

Motion CARRIED.

VOTES Yes : 6 No: 1 Abs: 0 Inv: 0

Approval has been granted for the owner of Unit 9 to install a 6kw solar system on their roof as per the details of the vote.

CLOSURE OF MEETING

I / we have submitted our vote and wish to close the meeting.

Motion CARRIED.

VOTES

Yes : 7

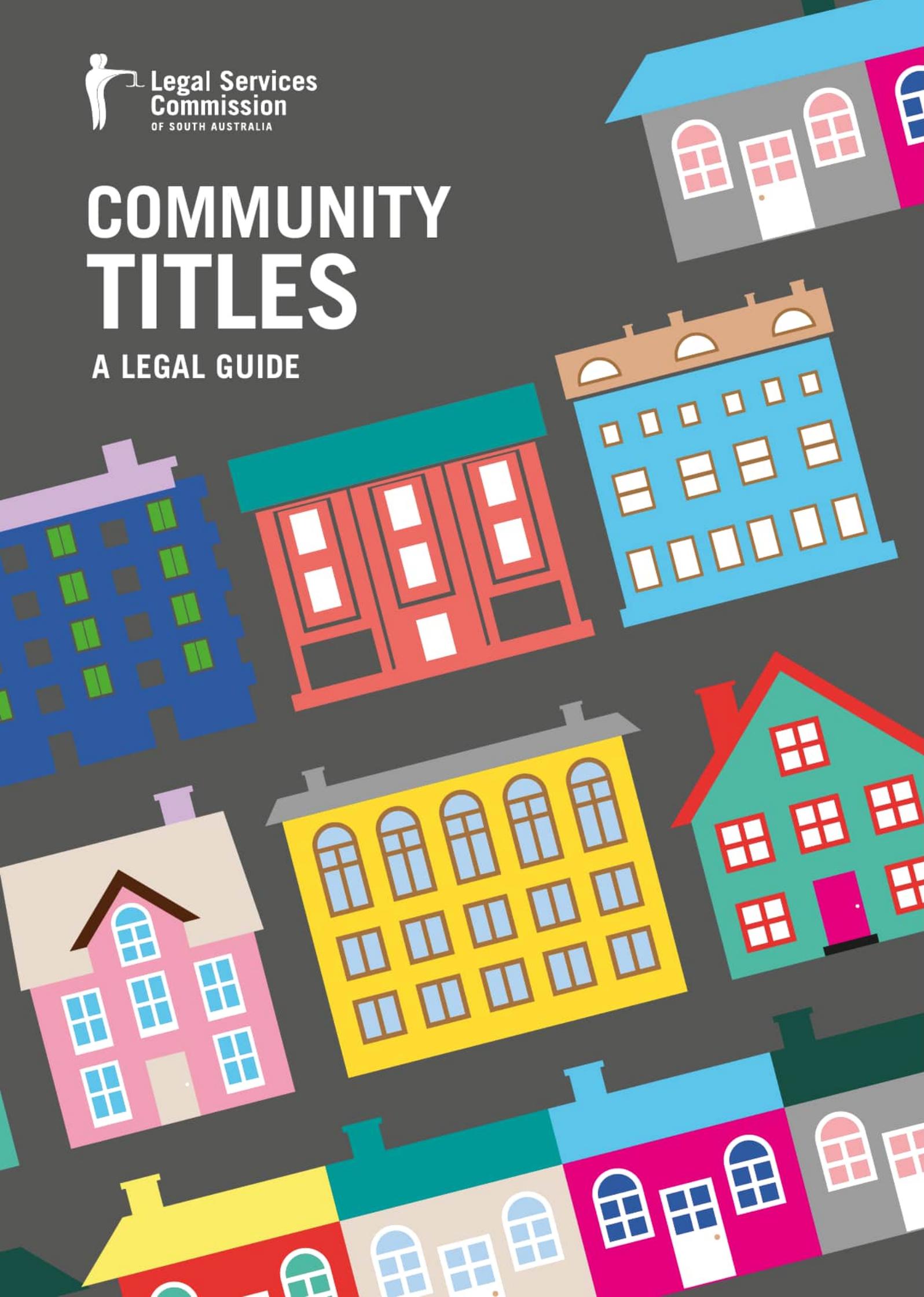
No: 0

Abs: 0

Inv: 0

COMMUNITY TITLES

A LEGAL GUIDE



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Community Titles A Legal Guide

This booklet is published as
a community service by the
Legal Services Commission.

October 2014

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Community Titles

The law concerning community titles is contained in the *Community Titles Act 1996* (SA), the *Community Titles Regulations 2011* (SA) and the common law. All references to legislation and regulations in this booklet are to these documents, unless otherwise stated.

There are two types of community titles available depending on the nature of the scheme:

- Community Schemes
- Community Strata Schemes.

Regardless of the type of community title, both divide land to create lots and common property in a similar manner to strata titles. Each plan must divide the land to create at least two lots and common property [s 7].

Unlike a strata title, a scheme may include a development lot, retained by the developer, for later division into further lots within the scheme [ss 6, 8].

Changes to the *Community Titles Act 1996* (SA) came into effect from 28 October 2013. To see a summary of the changes, see the Attorney-General's Department <<http://www.agd.sa.gov.au/community-and-strata-titles-legislation>>.

COMMUNITY SCHEMES

In a community scheme, lot boundaries generally do not relate to a structure, but are determined by surveyed land measurements and are unlimited in height and depth, unless otherwise specified on the plan. Unlike a community strata scheme the owner is therefore responsible for the maintenance and insurance of any structures on that lot, and has no obligation for maintenance of other lot owners' buildings.

COMMUNITY STRATA SCHEMES

A community strata scheme is a community scheme where the lot boundaries are defined by reference to parts of the building, similar to a strata title [s 19(3)(c)]. There must be at least one lot that exists above another [s 19(1)], unless the scheme was previously a strata scheme under the *Strata Titles Act 1988* (SA) and has converted by resolution to the *Community Titles Act 1996* (SA) [s 19(2)]. The structure itself is common property and it is therefore the responsibility of the corporation to maintain and insure it.

SMALL SCHEMES

Some requirements in the *Community Titles Act 1996* (SA) do not apply to some small schemes. In addition, the by-laws of some schemes may exempt a scheme from certain requirements. Exemptions vary depending on the number of lots in the scheme or the value of the common property. See also **Types of Resolutions: Special resolutions** and **Financial Management: Audit of accounts**.

Forward budgets

In relation to forward budgets, corporations with six or less community lots, and corporations with buildings and improvements on the common property insured for less than \$100 000, are not required to present a forward budget as part of their expenditure statement at their annual general meeting (see **Financial Management**).

Fidelity guarantee insurance

The requirement to have fidelity guarantee insurance, which began on 27 October 2014, does not apply to two lot community corporations with no administrative or sinking fund, or to community corporations with common property insurance cover of \$100 000 or less (see **Community Corporation: Insurance**).

Officers of the corporation

If a scheme has ten or less lots, one person may hold two or all of the positions of presiding officer, secretary and treasurer [s 76(3)(a)] (see **Community Corporation: Officers of the corporation**).

By-laws may exempt a corporation from certain requirements

The by-laws of a scheme consisting of two lots may exempt the corporation from the requirements to [s 35]:

- hold annual general meetings (except the first general meeting)
- prepare accounting records of the corporation's receipts and expenditure and to prepare an annual statement of accounts
- have the annual statement of accounts audited
- establish administrative and sinking funds, and
- maintain a register of the names of the owners of the community lots.

The by-laws of a three lot scheme may only exempt the corporation from the requirement to maintain a register of names of the owners of the community lots.

Buying into a Community Title

OBTAINING INFORMATION AS A PROSPECTIVE PURCHASER

There are particular issues related to buying a community lot. Effectively, you are buying into a corporation and will become a member of the corporation. It is therefore essential that you have as much information as possible about the corporation before you decide to purchase. You may obtain information before you enter into a contract. Alternatively, if you have entered into a contract, you must be provided with certain information at least 10 clear days before the date of settlement under the *Land and Business (Sale and Conveyancing) Act 1994 (SA)* s 7(1) (see below: [Information to be provided when entering into a contract](#)).

As a prospective purchaser, you may apply to the community corporation for a range of information for moderate fees (see [Community Corporation: Access to information by lot owners](#)). Some of the information must be made available as copies, and some must be made available for inspection. Any information requested should be provided within five business days of making the application. The information should enable you to establish the current financial position of the corporation.

Service infrastructure issues for new developments

Both SA Power Networks and SA Water have requirements for the location of connection points for power, water and sewerage. The location of connection points and meter enclosures that service more than one lot may be shown on the community plan, which is available for a fee from the Lands Titles Office. However, these details are often not shown. If service infrastructure is not shown on the community plan, agreement must be reached among the lot owners as to the location of the services [s 24(4) (b)], subject to the requirements of the relevant agencies. Even if there is an existing house on one of the lots with connections in place, it may be necessary for new connection points to be established which cater for all lots. To determine requirements for the number and location of connections and meters, visit relevant agency websites (see [Contacts](#)) or contact the relevant agency.

Core documents

Prospective purchasers of a lot in a community scheme should be aware of three documents that must or may be associated with the community title: the by-laws, scheme description, and development contract. It is also important to note the level of the scheme being bought into. The by-laws, scheme description and development contract of any scheme above also apply to that scheme.

These three documents may be obtained either from the community corporation or the Lands Titles Office with payment of the regulated fee.



THE BY-LAWS

This is a compulsory document for all schemes. It sets out the obligations of the corporation in administering the scheme and the rules by which the scheme is to be run. Prospective purchasers must be able to inspect or buy a copy of the by-laws.

THE SCHEME DESCRIPTION

The scheme description gives the prospective purchaser an overall view of how the scheme is to be developed and the end result. This is an optional document for schemes that contain six lots or less that are used predominantly for residential purposes and do not contain a development lot. This document must be lodged for commercial schemes, irrespective of the number of lots, or if the plan contains a development lot, or if the common property or a lot within the scheme is to be developed in a specific way. Prospective purchasers must be able to inspect or buy a copy of the scheme description.

THE DEVELOPMENT CONTRACT

This is a contract entered into by the developer; the developer must complete the scheme in accordance with the scheme description. Prospective purchasers must be able to inspect or buy a copy of the development contract.

INFORMATION TO BE PROVIDED WHEN ENTERING INTO A CONTRACT

If you enter a contract to buy a community lot, along with the information that must be provided in relation to any proposed sale of land, the vendor must provide certain information under the *Land and Business (Sale and Conveyancing) Act 1994* (SA) s 7(1) and the *Land and Business (Sale and Conveyancing) Regulations 2010* (SA) reg 8. Both general information about community titles and information specific to the community title you are proposing to buy must be provided.

General information

The general information is found in the notice in the *Land and Business (Sale and Conveyancing) Regulations 2010* (SA) sch 1 div 3, which sets out a range of issues to consider when buying into a strata corporation, as follows.

MATTERS TO BE CONSIDERED IN PURCHASING A COMMUNITY LOT OR STRATA UNIT

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

Governance

You will automatically become a member of the **body corporate**, which includes all owners and has the job

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

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

Use of your property

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

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

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

Are you buying a debt?

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

There is a fee. To make a request, write to the secretary or management committee of the body corporate.

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments – voting rights

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

Further information

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

A free telephone Strata and Community Advice Service is operated by the Legal Services Commission of South Australia: call 1300 366 424. Information and a booklet about strata and community titles is available from the Legal Services Commission at www.lsc.sa.gov.au.

You can also seek advice from a legal practitioner.

Specific information

Information specific to the community corporation and lot you are proposing to buy must be provided by the vendor under the *Land and Business (Sale and Conveyancing) Regulations 2010* (SA) sch 1 div 2:

- particulars of contributions payable in relation to the lot, including details of arrears of contributions related to the lot
- particulars of the assets and liabilities of the community corporation
- particulars of expenditure that the community corporation has incurred, or has resolved to incur, and to which the owner of the lot must contribute, or is likely to be required to contribute
- if the lot is a development lot, particulars of the scheme description relating to the development lot and particulars of the obligations of the owner of the development lot under the development contract
- if the lot is a community lot, particulars of the lot entitlement of the lot.

The following documents should also be provided under the *Land and Business (Sale and Conveyancing) Regulations 2010* (SA) sch 1 div 2:

- a copy of the minutes of the general meetings of the community corporation and management committee for the preceding two years or since the deposit of the community plan (whichever is the lesser)
- a copy of the statement of accounts of the community corporation last prepared
- a copy of current policies of insurance taken out by the community corporation
- a copy of the scheme description (if any) and the development contract (if any) – these documents may be obtained from the community corporation or the Lands Titles Office
- a copy of the by-laws of the community scheme - copies of the by-laws may also be obtained from either the corporation or the Lands Titles Office.

Note that if the vendor has no agent but the purchaser has an agent, the purchaser's agent must apply to the community corporation for the information [*Land and Business (Sale and Conveyancing) Act 1994* (SA) s 9(2)].

Community Corporation

A community corporation is created upon deposit of the community plan [s 10, s 71] to administer the scheme's by-laws and manage the common property and any fixtures erected on it [s 75].

The members of the corporation are the owners of the community lots [s 10(2), s 74]. Owners of development lots are not members of the corporation unless they also own community lots [s 10(2), s 74].

Lot owners are guarantors of their community corporation's liabilities, which means the corporation's debts are enforceable against each of the lot holders directly [s 77].

A community corporation must have a presiding officer, treasurer and secretary [s 76], and may establish a management committee [s 90(1)] to carry out the functions and perform the duties of the corporation within the limits of the committee's powers [s 92(1)]. A community corporation may also delegate some of its functions to a person outside the corporation (such as a body corporate manager) to assist in the running of the corporation [s 78A(2)].

The corporation must have a common seal [s 73].

A community corporation must keep a letter box at the community parcel, with the name of the corporation clearly shown on it, for postal delivery to the corporation. Where there is no postal delivery to the community parcel, the corporation must keep a post office box. [s 155(4)]

The by-laws are the rules of the corporation. The corporation can make rules which are binding on the corporation, lot owners, tenants and visitors [s 43] about the management and use of common property and the use of community lots [s 34(2)]. The first by-laws of a corporation are those filed when the community plan is deposited with the Lands Titles Office. A corporation can vary the by-laws [s 39].

COMMON PROPERTY

What is common property?

The common property consists of those parts of the community parcel that do not comprise or form part of a lot, and includes the service infrastructure not for the exclusive use of a lot [ss 28(1)(a)-(b)]. In addition, the common property includes any building that is not for

the exclusive use of a lot and was erected before the deposit of the community plan, any building erected by the developer or the community corporation as part of the common property, and any other building on the community parcel that has been committed to the care of the community corporation as part of the common property [ss 28(1)(d)-(f)].

In the case of a strata plan, the common property also includes those parts of the building that are not part of a lot [s 28(c)]. Unless a particular strata plan indicates otherwise, the boundary of a lot is the internal surface of the walls, floors and ceilings [s 19(4)].

Service infrastructure

Service infrastructure is the cables, wires, pipes, sewers, drains, ducts, plant and equipment that provide services to lot owners and the common property [s 3].

Services are [s 3]:

- water reticulation or supply
- gas reticulation or supply
- electricity supply
- heating oil
- air conditioning or ventilation
- a telephone service
- a radio service
- a computer data or television service
- sewer systems
- drainage
- systems for the removal or disposal of garbage or waste
- other systems or services designed to improve the amenity, or enhance the enjoyment, of the lots or common property.

The service infrastructure is shown, as far as it is practical to do so, on the plan of community division through the common property, and on a lot where it services more than the one lot [s 14(5)(e)]. As service infrastructure that serves more than one lot forms part of the common property, it is the responsibility of the corporation to maintain it [s 75]. Service infrastructure that only serves one lot is the responsibility of that lot owner to maintain.

Commercial use of the common property

The common property can be used in a community title scheme, subject to planning approval, for commercial ventures such as a public golf course or retail centre [s 28(2)]. Any profits are returned to the community corporation and must be paid into the administrative or sinking funds [s 28(3)]. Surplus profits may, by special resolution, be distributed to owners of the lots

in proportion to lot entitlement, if more money than is needed is held in the administrative fund or the sinking fund [s 117]. As there can be losses as well as profits, any commercial venture should be based on detailed financial and legal advice.

If members of the public have access to the common property, or a part of it, then members of the public are entitled to use the common property, or the relevant part of it, in accordance with the by-laws [s 28(4)].

Management of the common property

Common property is managed by the community corporation [s 75], which is required to keep an administrative and a sinking fund [s 116]. A two lot scheme may be exempt from the requirement to keep an administrative and a sinking fund through its by-laws [s 35(1)(d)].

POWERS OF THE CORPORATION

Some of the powers of the corporation are:

- to administer, manage and control the common property for the benefit of the owners of the community lots [s 75(1)(a)]
- to maintain the common property and the property of the corporation in good order and condition [s 75(1)(b)]
- where practicable, to establish and maintain lawns or gardens on those parts of the common property not required or used for any other purpose [s 75(1)(c)]
- to enforce the by-laws and the development contracts (if any) [s 75(1)(d)]
- to enforce an owner's duty to maintain and repair their lot [s 101]
- to borrow money or obtain other forms of financial accommodation and, subject to the Act or the regulations, give such security for that purpose as it thinks fit [s 118]
- to carry out the other functions assigned to it by the Act or conferred on it by the by-laws [s 75(1)(e)].

Contributions

The corporation raises funds by levying contributions against all lot owners, in accordance with an ordinary resolution passed at a general meeting [s 114(1)]. The management committee may not set the contribution amount [s 114(2)]. The amount that each owner contributes to funds is normally calculated according to the 'lot entitlement' set out in the community plan [s 114(3)]. A lot entitlement is the portion, or ratio, of the unimproved value of a lot as against the sum of the unimproved values of all the lots [s 20]. The corporation may, by unanimous resolution,

determine that contributions are paid on some other basis [s 114(3)].

The corporation may, by an ordinary resolution at a general meeting, allow contributions to be paid in instalments [s 114(4)(a)].

If contributions are not paid, they are recoverable as a debt [s 114(8)]; the corporation can sue the lot owner and any subsequent owner (if more than one owner, any or all of them) for the money [s 114(7)].

Interest may be charged by the corporation on contributions or instalments owing, this is done by ordinary resolution [s 114(4)(b)]. The amount of interest charged may not be more than 15% per year, and interest cannot be charged on unpaid interest [reg 19].

Maintenance and repair of lots - entry to premises

The Act imposes a responsibility on a lot owner to maintain and repair their lot [s 134(1)], unless the corporation's by-laws have transferred this responsibility to the corporation [s 134(2)]. If the responsibility to maintain and repair lies with lot owners, and a lot owner does not fulfil this responsibility, the corporation may give a lot owner written notice requiring them to carry out specific work by a certain time [s 101(1)(a)].

Similarly, the corporation may require and enforce work on a lot to remedy a breach of the Act or the corporation's by-laws, even if the breach was by a former lot owner, an occupier (tenant) or former occupier [s 101(1)(b)(i)].

The corporation can also pre-empt problems and require an owner to do work to remedy a situation that is likely to result in a breach of the Act or the by-laws [s 101(1)(b)(ii)].

If the work is not done in the set time, the corporation may authorize workers to enter the lot to do the work [s 101(2)]. This can only happen after the corporation has given at least two days notice in writing to both the lot owner and the occupier (for example, any tenant) [s 101(3)].

Force cannot be used to enter the lot without an order from the Magistrates Court [s 101(4)], in which case the corporation would have to file a minor civil action and the owner would have a chance to contest the application. However, force may be used if an officer of the corporation or a person authorized by the corporation (such as a body corporate manager) is satisfied that urgent action is necessary to prevent a risk of death, injury or significant damage to property [s 101(4a)]. In such a case, the officer or authorized person can, after giving whatever notice (if any) to the lot owner and occupier they consider reasonable in the circumstances, authorize entry to a lot for the performance of work reasonably necessary to deal with the risk. To enter the

lot in urgent circumstances, such force as is reasonably necessary may be used.

The individual lot owner is liable to the corporation for the reasonable cost of work done [s 101(5)]. If the need for the work arose because of someone else, for example a tenant or previous owner, the lot owner can recover the cost as a debt from that person [s 101(6)].

Maintenance and repair of service infrastructure - entry to premises

The corporation may need to enter a lot in order to set up, maintain or repair service infrastructure. If so, the corporation must give notice to the owner of the lot to be entered [s 146(1)(a)]. The amount of notice required is whatever is reasonable in the circumstances [s 146(3)]. If the situation is an emergency and there is no time to give notice, then notice need not be given [s 146(2)(a)]. A lot owner may agree that their lot can be entered without notice [s 146(2)(b)].

If a person acting on the corporation's behalf cannot enter the lot without using force, such force as is reasonable in the circumstances may be used [s 146(4)]. Any damage caused by the use of force must be made good as soon as practicable by the corporation, unless the need for force was the result of an unreasonable act or omission on the part of the owner of the lot that was entered [s 146(5)].

Provision of services

A community corporation may provide, for the benefit of owners and occupiers of the lots in the scheme, any kind of service that relates to the ownership or occupation of the lot [s 143(1), reg 26(1)]. A corporation may only provide a service if an owner or occupier has agreed to accept the service [reg 26(2)(a)]. The corporation may charge for the provision of those services [s 143(2)], but the cost of the service must be paid for by the persons who have agreed to accept it and must not be subsidised by the corporation [reg 26(2)(b)].

Return of property

A corporation may require anyone in possession of any record, key, or other property of the corporation to return it to an officer of the corporation by a specified time. The person in possession of the property must be given written notice to return the property, and the person it must be given to must be stated in the notice. Failure to comply with such a notice is an offence with a maximum penalty of \$2 000. [s 147]

INSURANCE

Building insurance

It is the responsibility of the community corporation to insure the common property [s 103(1)].

As a general rule, buildings in a community strata scheme are common property (unless otherwise defined on the plan) and should be insured by the corporation [s 103(1)(b)].

In a community scheme, buildings within a lot are not common property and are the responsibility of the lot owners. However, the corporation's by-laws may authorize or require the community corporation to act as agent for the owners of community lots in arranging policies of insurance [s 34(3)(ca)]. If the by-laws do so, the by-laws may also impose a monetary obligation on the owner of a lot in relation to the payment of the insurance premium [s 37(2)(b)].

Owners in a community scheme also have a duty to insure any part of their property, such as a party wall, which provides support and shelter to a building or other structure on another lot or on the common property [s 106(1)].

Fidelity guarantee insurance

From 27 October 2014, fidelity guarantee insurance must be held by all corporations [s 104(3)], apart from two lot community corporations with no administrative or sinking fund and community corporations with common property insurance cover of \$100 000 or less [reg 16C(b)]. A policy of fidelity guarantee insurance covers the risk of theft or fraud of the corporation's funds by any person authorized to handle the corporation's funds, including a manager. Although the requirement to have fidelity guarantee insurance is a new requirement from 27 October 2014, a corporation may already have fidelity guarantee cover included with its building insurance policy. The insurance cover must be for the amount of the maximum total balance of the corporation's bank accounts at any time in the preceding three years, or \$50 000, whichever is higher [reg 16C(a)].

Other insurance

A community corporation must insure itself against risks that a normally prudent person would insure against and the amount of the insurance must be the amount that a normally prudent person would insure for [ss 104(1)-(2)]. In the case of insurance for bodily injury, the insurance must be for at least ten million dollars [s 104(2)].

OFFICERS OF THE CORPORATION

A community corporation must have a presiding officer, a secretary and a treasurer, who are appointed by ordinary resolution [s 76(1)]. Normally, these officers must be lot owners [s 76(2)]. If the scheme has ten or less lots, one person may hold two or all of these positions, and if the scheme has more than ten lots, one person may hold up to two of these positions [s 76(3)].

An officer can be appointed for up to a year, with all positions becoming vacant no later than the next annual general meeting of the corporation [s 76(6)].

If a vacancy arises in any of the positions, the position can either be filled at a general meeting, or, if the corporation has a management committee, the committee may, by ordinary resolution, appoint a lot owner to fill the vacancy [s 92].

A vacancy will arise before the annual general meeting if the officer:

- resigns in writing to the secretary, or, in the case of the secretary, to the presiding officer [s 76(7)(e)]
- dies or sells their lot [ss 76(7)(a), (c)]
- becomes bankrupt or applies to take the benefit of a law for the relief of insolvent debtors [s 76(7)(f)]
- is convicted of an indictable offence (an offence that may be heard before a jury) or is imprisoned for any offence [s 76(7)(g)].

An officer may be removed by special resolution of the corporation (not the committee) on the grounds of misconduct, or neglect of duty, or incapacity or failure to carry out satisfactorily the duties of the office [ss 76(7)(h), (8)].

Delegation

A community corporation may appoint or engage a person to assist the presiding officer, treasurer or secretary [s 76(9)].

Secretary

The secretary of a community corporation has the following functions [reg 26A]:

- to prepare and distribute minutes of meetings of the corporation and submit a motion for confirmation of the minutes of any meeting of the corporation at the next such meeting
- to give, on behalf of the members of the corporation and the management committee, the notices required to be given under the Act
- to answer communications addressed to the corporation
- to convene meetings of the management committee
- to attend to matters of an administrative or secretarial nature in connection with the exercise, by the corporation or the management committee, of its functions.

General meetings and committee meetings can also be convened by members of the corporation and other officers (see [Management Committee](#) and [General Meetings](#) below).

Treasurer

The treasurer of a community corporation has the following functions [reg 26A]:

- to notify owners of community lots of any contributions to be raised from them in accordance with the Act
- to receive, acknowledge, bank and account for any money paid to the corporation
- to keep accounting records and prepare financial statements.

Liability of officers

Where a provision of the Act authorizes or requires an officer of a community corporation to certify as to any matter or thing, the officer incurs no civil or criminal liability in respect of an act or omission in good faith in the exercise of that function. A liability that would, but for this rule, attach to an officer attaches instead to the corporation. [s 151A]

RECORDS

The corporation has a responsibility to maintain proper records, and to keep them in an orderly manner so they can be found easily for the purposes of inspection or copying [reg 23(2)].

Register of names

A community corporation must maintain a register of the names of the lot owners, showing the owner's last contact address, telephone number and email address known to the corporation, and the owner's lot entitlement [s 135(1)], and must keep any information in the register for 7 years [reg 22].

The by-laws of corporations with only two or three lots may exempt the corporation from the requirement to maintain a register of names of lot owners [ss 35(1)(e), (2)].

Accounting documents, records and statements

The corporation must keep the following documents [reg 23(1)] for 7 years [reg 23(3)(b)]:

- receipts for the expenditure of money
- passbooks, deposit books and all other documents providing evidence of the deposit or investment of money
- bank statements and all other documents providing evidence of dealing with money invested or on deposit.

The corporation must make accounting records of its receipts and expenditure [s 136] and keep the records for 7 years [reg 23(3)(b)]. However, the by-laws of corporations with only two lots may exempt the corporation from the requirement to prepare accounting records [s 35(1)(b)].

A corporation must ensure that a statement of accounts is prepared for each accounting period [s 137], and must keep each statement of accounts for 7 years [reg 23(3)(c)]. However, the by-laws of corporations with only two lots may exempt the corporation from the requirement to prepare an annual statement of accounts [s 35(1)(b)].

Notices, orders and correspondence

The corporation must make a record of notices and orders served on the corporation and keep the notices and orders for 7 years [s 136, reg 23].

Notices of meetings of the corporation and its management committee must be kept for 7 years [s 136, reg 23(3)(f)].

Copies of correspondence received or sent by the corporation must be kept for 7 years [s 136, reg 23(3)(e)].

Minutes

Minutes of meetings must be kept for 30 years [s 136, reg 23(3)].

ACCESS TO INFORMATION

Insurance policies

A lot owner, a mortgagee of a lot, or a prospective owner or mortgagee of a lot may request to see any or all of the insurance policies currently held by the corporation [s 108]. No fee is applicable.

If the applicant wishes to have copies of the current insurance policies under s 139(1)(b), a small fee applies [reg 25(1)(b)]. See the *Community Titles Regulations 2011* to determine the relevant fee that applies. The corporation must make the information available within five business days after the request [ss 108, 139]. Failure to do so is an offence with a maximum penalty of \$500.

Bank statements

On the request of a lot owner, a corporation that does not have a body corporate manager must provide the lot owner with quarterly bank statements for all accounts maintained by the corporation, and must continue to provide the statements until the person ceases to be an owner or revokes their application [s 139(1a)]. Failure to do so is an offence with a maximum penalty of \$500. If a corporation has a manager, application can be made to the manager for quarterly financial statements (see [Body Corporate Managers: Duties of managers](#)).

By-laws

The corporation must make available up-to-date copies of the by-laws that owners and occupiers of lots, prospective purchasers of a lot or someone considering entering into any other transaction in relation to a lot may inspect or purchase [s 44(1)].

No fee may be charged for inspection of the by-laws [s 44(2)]. The maximum fee a corporation may charge for buying a copy of the by-laws is set out in the *Community Titles Regulations 2011* sch 2. Copies of by-laws can also be obtained from the Lands Titles Office for the regulated fee. [*Community Titles Regulations 2011* sch 2]

Other information in relation to a lot or the corporation

A lot owner, a mortgagee of a lot, or a prospective owner or mortgagee of a lot (or someone on their behalf) may apply to the corporation for access to the following information or documents [s 139(1)]. The information or documents must be provided within five business days after the request [s 139(1)]. Failure to do so is an offence



with a maximum penalty of \$500. The corporation may reduce or waive any of the specified fees [reg 25(3)].

INFORMATION TO BE PROVIDED:

- particulars of any contribution payable in relation to the lot, including details of any arrears of contribution related to the lot
- particulars of the assets and liabilities of the corporation
- particulars of any expenditure that the corporation has incurred, or has resolved to incur, and to which the lot owner must contribute, or is likely to be required to contribute.

If the applicant is a lot owner, no fee applies [reg 25(1)(a)(i)]. If the applicant is a mortgagee of a lot, or a prospective owner or mortgagee of a lot, a regulated fee applies [reg 25(1)(a)(ii)].

COPIES OF DOCUMENTS TO BE PROVIDED:

- the minutes of general meetings of the corporation and meetings of its management committee for such period, not exceeding two years, specified in the application
- the statement of accounts of the corporation last prepared by the corporation.

See the *Community Titles Regulations 2011* to determine the relevant fee that applies [reg 25(1)(b)].

DOCUMENTS TO BE MADE AVAILABLE FOR INSPECTION:

- a copy of the accounting records of the corporation
- the minute books of the corporation
- a copy of any contract with a manager
- the register of lot owners.

No fee applies to inspecting a copy of the contract with a manager or the register of lot owners.

If the applicant is a lot owner, no fee applies to inspect accounting records or minutes [reg 25(1)(c)(i)]. If the applicant is a mortgagee of a lot, or a prospective owner or mortgagee of a lot, a regulated fee applies for each application [reg 25(1)(c)(ii)] in relation to accounting records and minutes.

By-laws (Rules)

Unlike the *Strata Titles Act 1988* (SA), the *Community Titles Act 1996* (SA) does not include a standard set of by-laws. The *Community Titles Act 1996* (SA) requires developers of community schemes to draft individual by-laws (ss 12, 34) which reflect the nature of the particular scheme [s 11(4)]. The by-laws must cover the administration, management and control of the common property; regulate the use and enjoyment of common property; and regulate the use and enjoyment of community lots to give effect to the scheme description [s 34(2)].

In relation to buildings and other structures on community lots, the by-laws may also regulate issues such as position, design, dimensions, construction, appearance, maintenance and repair [ss 34(3)(a)(i)-(ii)]. Landscaping and the appearance of community lots can be covered in the by-laws [ss 34(3)(a)(iii), (b)], and requirements or restrictions on the use of community lots can be imposed to prevent interference with the use and enjoyment of other lots [s 34(3)(c)].

The by-laws cannot be inconsistent with the scheme description (if any) or development contract (if any) of the scheme or, if there are higher levels above the scheme, the by-laws, scheme description or development contract of those schemes [s 41].

THOSE BOUND BY THE BY-LAWS

The by-laws are binding on the community corporation, the owners and occupiers of the community lots and the development lot or lots (if any) comprising the scheme, and persons entering the community parcel [s 43(1)].

VARIATION OF THE BY-LAWS

The by-laws may be varied by special resolution of the corporation [s 39], except in the case where the corporation wishes to change the number of votes that may be cast in respect of each community lot, when a unanimous resolution is needed [s 87(2)]. If the by-laws are varied, the variation must be lodged with the Lands Titles Office within 14 days of passing the resolution to vary the by-laws [s 39(2)]. The variation only takes effect when the lodged variation is filed with the community plan by the Registrar-General [s 40(2)].

WHAT CANNOT BE IN THE BY-LAWS

Dealing with a community lot

A corporation cannot prevent or restrict a lot owner from selling or leasing their lot, or allowing someone to live in their lot, or mortgaging, or otherwise dealing with their lot [s 37(1)(a)]. An exception to this rule is that the by-laws may prevent or restrict the owner of a lot from leasing or granting rights of occupation in respect of the lot for valuable consideration (that is, when the occupier will be paying rent or a fee) for a period of less than two months [s 37(2)(a)].

Monetary obligations

The by-laws may not impose a monetary obligation on the owner or occupier of a lot except where:

- the by-law provides for the exclusive use of part of the common property [s 37(1)(b)] or
- the by-law deals with a lot owner's responsibility to pay an insurance premium, where the by-laws authorize or require the community corporation to act as agent for the owner in arranging the insurance policy [s 37(2)(b)].

Access to a lot

The corporation may not prevent access by the owner or occupier or other person to a lot [s 37(1)(c)].

Assistance dogs and therapeutic animals

The by-laws may not prevent an occupier of a lot who has a disability from having and using an assistance dog, or a therapeutic animal [s 37(1)(d)]. Similarly, a visitor to a lot who has a disability may not be prevented from using their assistance dog or therapeutic animal [s 37(1)(e)].

- For the definition of 'disability', see s 5(1) *Equal Opportunity Act 1985* (SA).
- An 'assistance dog' is an accredited guide dog or hearing dog, or a disability dog under the *Dog and Cat Management Act 1995* (SA) [s 5(1) *Equal Opportunity Act 1985* (SA)].
- A 'therapeutic animal' is an animal, other than an assistance dog, certified by a medical practitioner as being required to assist a person as a consequence of the person's disability [s 88A *Equal Opportunity Act 1985* (SA)].

BY-LAWS THAT REDUCE THE VALUE OF A LOT OR UNFAIRLY DISCRIMINATE AGAINST A LOT OWNER

Any by-laws that reduce the value of a lot or unfairly discriminate against a lot owner may be struck out by order of the Magistrates Court or the District Court [s 38(1)]. The application to strike out the by-law must be made by a person who was a lot owner, which includes

a person who has contracted to purchase the lot, when the by-laws came into force. The application must be made within three months after the person (or either or any of the lot owners where the lot is owned by two or more persons) first knew, or could reasonably be expected to have known, that the by-laws had been made [s 38(2)]. An application to strike out a by-law would normally be made to the Magistrates Court as a minor civil action under s 142. If the matter were particularly complex or significant [s 142(5)], a lot owner could seek the permission of the District Court to commence proceedings there [s 142(3)]. Alternatively, the District Court could agree to transfer proceedings begun in the Magistrates Court to the District Court [s 142(4)].

BREACHES OF THE BY-LAWS

If it is claimed that a lot owner or occupier (for example, a tenant) of a lot is in breach of the by-laws, the corporation may request that the person either do what is required under the by-laws, or stop doing what is not allowed under the by-laws. If the person continues to breach the by-laws, mediation may be sought. A penalty may be imposed by the corporation if there is provision for this in the by-laws. If necessary, the matter may be taken to the Magistrates Court (see [Disputes](#)).

Penalties for breaching the by-laws

The by-laws of a strata corporation may impose a penalty of up to \$500 for contravention of or failure to comply with any by-laws [ss 34(3)(e), (9)]. If all the units in the scheme are non-residential, the penalty may be up to \$2 000 [s 34(9)]. These fines may be imposed on members of the community corporation, occupiers, visitors or any other person entering the community parcel [s 43].

If the by-laws state that the corporation 'may impose a penalty of up to \$500' for a breach of the by-laws, this does not mean that any penalty must be \$500. A corporation should ensure that the amount of any penalty imposed is reasonable in relation to the nature and extent of the breach. The amount of a penalty could be disputed in the Magistrates Court if it could be argued to be oppressive, unreasonable or unjust [s 142(1)] (see [Disputes](#)).

Note that it is the *corporation* that may impose a penalty for an alleged breach. If a corporation has a management committee, the management committee may act for the corporation. Thus, a duly called meeting of either the corporation or the management committee will be needed to impose a penalty for an alleged breach of the articles. A body corporate manager cannot impose a penalty for an alleged breach of the articles, although a manager may be given the power to issue and sign any penalty notice [see [Body Corporate Managers: Appointing a manager](#)].

Notice of a penalty

The corporation must give notice of the imposition of a penalty using Form 11 of the *Community Titles Regulations 2003* (SA). The form is set out below.

FORM 11 - PENALTY NOTICE

Section 34(6)(c)(i) of Act

To [*insert name and lot number of the person to whom notice is given*]

The [*insert name of the community corporation giving notice*] gives you notice that you have contravened or failed to comply with [*specify the by-law or article that has been contravened or not complied with*] by [*set out the details of the contravention or non-compliance*].

The penalty of [*specify the amount of the penalty*] is payable to the corporation by you not later than [*specify the date for payment*].

If you do not pay the penalty as required by this notice, the penalty is recoverable from you by the corporation as a debt. If this notice is served on you as the owner of a community lot, the penalty may be recovered by the corporation under section 114 of the *Community Titles Act 1996* (SA) (and interest will be payable on the penalty amount in the same way as if it were such a contribution).

Under section 34(6) of the Act you are entitled to apply to the Magistrates Court for revocation of this notice. The application must be made within 60 days after service of this notice. If you make such an application, the penalty specified in this notice is not payable unless the application is withdrawn or otherwise discontinued by you, or is dismissed or refused by the Court (and, in such a case, the penalty will be payable on the date on which the application is so withdrawn, discontinued, dismissed or refused or on the date for payment specified in the notice, whichever occurs later).

Time for payment of a penalty

The date set for payment of the penalty must be at least 60 days after the date the notice is served [s 34(6)(c)(ii)].

Non-payment of a penalty

If the penalty is not paid in time, the corporation may recover the amount as a debt. If the notice has been given to a tenant or a visitor, then, ultimately, action can be taken in the Magistrates Court (minor civil action jurisdiction) to recover the debt. If the notice has been given to the owner of a community lot, the penalty may be recovered by the corporation as if it were a contribution payable to the corporation, and interest will be payable on

the penalty amount in the same way as if it were such a contribution. [s 34(6)(d)]

Applying to revoke a penalty notice

A person who has received a penalty notice may, within 60 days after service of the notice, apply to the Magistrates Court for revocation of the notice [s 34(6)(e)]. A representative of the corporation will be required to attend the hearing and will have to show that, on the balance of probabilities, the person committed the alleged breach [s 34(6)(f)].

When an application to revoke a penalty is made, the requirement to pay the penalty is suspended until the matter is resolved [s 34(6)(g)].

The Court must revoke the penalty if it is not satisfied that the person breached the by-laws as alleged, or if it is satisfied that the alleged breach is trifling [s 34(6)(e)].

A breach may be regarded as 'trifling' if the circumstances surrounding the breach were such that the person ought to be excused from the imposition of a penalty on any of the following grounds [s 34(7)]:

- there were compelling humanitarian or safety reasons for the conduct that allegedly constituted the breach or
- the person could not, in all the circumstances, reasonably have averted the breach or
- the conduct allegedly constituting the breach was merely a technical, trivial or petty instance of a contravention of or failure to comply with the relevant by-laws.

Challenging the amount of the penalty or time to pay

If a person served with a penalty notice considers the amount of the penalty or the time given to pay the penalty to be oppressive, unreasonable or unjust, they may approach the corporation in the first instance (in writing to the secretary) to request that the amount and/or time be reviewed. If unsuccessful, an application may be made to the Magistrates Court to review the corporation's decision (see [Disputes](#)). While there is no time limit for such an application, be aware that the requirement to pay the penalty may not necessarily be suspended until the matter is resolved, and that interest may be payable on unpaid amounts. Legal advice would be useful in such matters.



General Meetings

A general meeting of owners must be held within three months of the commencement of a primary community corporation's end of financial year [s 82(1)]. This meeting is referred to as the 'annual general meeting'. The annual general meeting of a secondary or tertiary community corporation must be held within six months after the commencement of each financial year [s 82(2)].

However, the by-laws of a corporation with only two lots may say that an annual general meeting does not have to be held [s 35(1)(a)].

The rules about calling general meetings apply to both the annual general meeting and any other general meeting of owners.

A general meeting may be called by [s 81(1)]:

- the presiding officer, treasurer or secretary of the corporation
- any two members of the management committee
- a member or members of the corporation the value of whose lot entitlement or combined lot entitlements is 20 per cent or more of the aggregate value of all the lot entitlements
- a member or members of the corporation who holds, or who together hold, 20 per cent or more of the total number of community lots in the scheme, or
- on the order of the Magistrates Court following an application under s 141 (see [Disputes](#)).

At least fourteen days written notice of a general meeting must be given [s 81(2)]. The notice must set out the day, time and place of the meeting, and the meeting agenda [ss 81(2), (4)].

The day, time and place of the meeting must be reasonably convenient to a majority of the members of the corporation [s 81(3)].

AGENDA

The agenda of every general meeting must include [s 81(5)]:

- the text of any unanimous or special resolutions to be moved at the meeting

- a motion confirming the minutes of the previous general meeting.

In the case of the first statutory general meeting, the agenda must also include [s 80(2), reg 15]:

- the appointment of the presiding officer, treasurer and secretary
- the custody of the corporation's common seal and the manner of its use
- the corporation's recurrent and non-recurrent expenditure in its first financial year and the amount to be raised by contributions from owners of community lots to cover that expenditure
- the appointment of an auditor of the corporation's accounts in its first financial year or a special resolution that the accounts for that year need not be audited
- whether the policies of insurance taken out by the developer are adequate
- whether the corporation should establish a management committee
- the delegation of functions and powers by the corporation
- whether the by-laws of the scheme need amendment.

In the case of all subsequent annual general meetings, the agenda must also include [s 81(5)(d), reg 16]:

- presentation of the accounts for the previous financial year
- contributions to be paid by members for the current financial year
- presentation of copies of the corporation's insurance policies required by the Act (see [Community Corporation: Insurance](#))
- presentation of any expenditure statements required by the Act (see [Financial Management](#))
- if the corporation must have its annual statement of accounts audited (see [Financial Management](#)), the appointment of an auditor of the accounts for the current financial year
- the appointment of the presiding officer, treasurer and secretary of the corporation
- other appointments to be made or revoked by the corporation at the meeting
- discussion of the policies of insurance required by the Act to be held by the corporation
- the number of applications for relief made under Part

14 of the Act (see **Disputes**) and the nature of the claims or disputes the subject of those applications

- if it is proposed to enter into a contract, or renew or extend a contract, with a body corporate manager
 - > the text of the resolution to enter into, or renew or extend, the contract, and
 - > where and when a copy of the contract or proposed contract and the explanatory pamphlet (see **Body Corporate Managers**) can be viewed or obtained by members of the corporation
- proposed controls on expenditure by delegates of the corporation.

QUORUM

To work out the quorum required for a general meeting, divide the total number of members entitled to attend and vote (see **Voting at General Meetings**) by two, ignoring any fraction resulting from the division, and add one [s 83(4)].

Members may be present in person or by proxy or, if applicable, via remote communication (see below).

If a quorum is not present, the meeting must be adjourned for at least 7 days, but no more than 14 days, and written notice given to members of another meeting. If a quorum is not present at the second meeting, those present are entitled to work as a 'quorum', which means they can legally make decisions. [ss 83(5), (6)]

ATTENDANCE BY REMOTE COMMUNICATION

The by-laws of a corporation may make provision for attendance and voting at meetings by members by means of telephone, video-link, Internet connection or any similar means of remote communication. If the member complies with the requirements in the by-laws, they may attend and vote at a meeting by remote communication. [s 83(6a), reg 16A(3)(a)]

Alternatively, a member may request the secretary of the corporation, in writing, to attend and vote at the meeting by means of remote communication. If the secretary of the corporation makes the necessary arrangements to receive and record the member's attendance and voting at the meeting by remote communication, and the member complies with any requirements of the secretary in relation to the request, then the member may attend and vote at the meeting by remote communication. [s 83(6a), reg 16A(3)(b)]

A corporation is under no obligation to provide facilities for remote communication to members [s 83(6a)].

CHAIRING OF GENERAL MEETINGS

Presiding officer as chair

Generally, the corporation's presiding officer must chair meetings of the corporation [s 83(1)]. However, if the presiding officer is not present, another person at the meeting may be appointed to chair [s 83(3)]. Further, a motion may be moved at a meeting to allow the corporation's manager, or an employee of the manager, to chair. In this case, strict requirements must be followed.

Body corporate manager as chair

If it is proposed that the corporation's manager, or an employee of the manager, will chair a meeting of the corporation, a majority of those present and entitled to vote at the meeting must agree to this [s 83(3a)].

In addition, if it is proposed that the manager or their employee chair the meeting, the manager or employee must inform the meeting, before any vote is taken [reg 16A(2)]:

- of any proxies the manager holds for the meeting, and that the proxies are available for inspection (in accordance with the rules for proxy voting)
- that the manager may only chair the meeting if a majority of those present and entitled to vote agree
- that the manager may only vote on the question of who is to chair the meeting if the manager holds proxies specifically allowing them to vote on this
- that he or she has no right to prevent any member from moving or voting on any question or motion.

Disclosure of interest by chair

Any person chairing a meeting who has a direct or indirect pecuniary interest in any matter to be voted on at the meeting must disclose the nature of the interest to the members present at the meeting before the vote is taken, even if they themselves cannot or are not voting on the matter. Failure to do so is an offence with a maximum penalty of \$15 000. [s 85(2a)]

Voting at General Meetings

The owner of a community lot is entitled to attend general meetings of the corporation, and is entitled to vote if there are no outstanding amounts payable to the corporation in respect of the lot [ss 84(1), (14)]. Lot owners generally have one vote [s 87(1)(a)]. However if the scheme is for commercial purposes this may be varied within the by-laws [s 87(1)(b)].

Where there is more than one owner of a lot and one of them has not been formally appointed to vote on behalf of all the owners (see **Proxy voting where there is more than one owner of a lot**), then [s 84(7)]:

- if only one of the owners attends a meeting, the vote is exercisable by that person
- if two or more of the owners attend a meeting, the vote is exercisable by one of them in accordance with an agreement between all the owners attending the meeting but, if there is no such agreement, none of them is entitled to vote.

The Act limits the voting power of the developer of a community scheme who owns one or more community lots. The developer is the person who was the registered proprietor of the land that now comprises the community parcel immediately before the lodgement of the plan of community division [s 3(1)]. The number of votes cast by the developer, and anyone 'associated' with the developer according to s 4(2), may not exceed the total of votes cast by other community corporation members [s 87(3)]. This is designed to prevent developers changing scheme descriptions and development contracts.

The owner of a development lot is not entitled to attend or to vote at general meetings in their capacity as the owner of that lot [s 84(2)].

DISCLOSURE OF INTEREST

A lot owner who attends and is entitled to vote (other than as a nominee) at a meeting of a community corporation and who has a direct or indirect pecuniary interest in any matter to be voted on at the meeting must disclose the nature of the interest to the members present at the

meeting before the vote is taken [s 85(2a)(a)]. Failure to do so is an offence with a maximum penalty of \$15 000.

Similarly, anyone who presides at a meeting of a community corporation and who has a direct or indirect pecuniary interest in any matter to be voted on at the meeting must disclose the nature of the interest to the members present at the meeting before the vote is taken [s 85(2a)(b)]. Failure to do so is an offence with a maximum penalty of \$15 000.

An owner of a community lot is not obliged to disclose an interest held in common with all of the owners of the community lots [s 85(2b)].

ABSENTEE VOTES

A lot owner may exercise an absentee vote by giving the secretary of the corporation written notice of the proposed vote at least six hours before the meeting [s 84(11)].

WRITTEN BALLOTS

A lot owner attending a meeting of the corporation may demand a written ballot on any question [s 84(12)]. A person attending a meeting via remote communication such as telephone [s 83(6a), reg 16A(3)] may participate in a written ballot if it is provided for in the corporation's by-laws, or if approved and arranged by the secretary. If the situation of a written ballot is not covered in the by-laws or arrangements this may prevent someone attending via remote communication from participating in a written ballot. However, the person presiding at a meeting has the power to manage a written ballot as they think fit [s 84(13)].

PROXY VOTING

A copy of each proxy nomination and any general power of attorney appointing a proxy applying in relation to a meeting must be made available by the secretary of the corporation (or, in the case of a nomination relating to the first statutory general meeting, the person initially presiding at the meeting) for inspection by persons attending the meeting before any matter is voted on at the meeting [s 85(10a)]. Failure to do so is an offence with a maximum penalty of \$500.

Proxy voting where there is one owner of a lot

A member may appoint another person to vote on their behalf [s 84(3)]. Even if a proxy nomination has been made, a member may attend and vote at meetings on his or her own behalf [s 84(5)(g)].

A proxy nomination is effective for a period of 12 months or such lesser period as may be specified in the written notice of nomination [s 84(5)(f)]. However, the nomination may be revoked earlier at any time by the

lot holder, by giving written notice to the secretary; any contract or agreement purporting to prevent revocation is unenforceable [s 84(5)(e)].

In addition, if the corporation's manager, or an employee of the manager, is nominated as a proxy, the nomination ceases to have effect on the person ceasing to be the corporation's manager or an employee of the manager [s 84(6a)].

A member may specify conditions on the proxy nomination [s 84(5)(c)], for example, how the proxy is to vote on certain matters.

The nomination of a person as a proxy of a member must [s 84(5)]:

- be sent in writing to the secretary of the corporation (except for the first statutory general meeting, when written notice must be given to the person initially presiding at the meeting), and
- specify whether the nominated person is nominated to attend and vote:
 - > at all meetings, and in relation to all matters, on behalf of the lot holder, or
 - > only at specified meetings, or in relation to specified matters, on behalf of the lot holder
- if the proxy is required to vote in a particular way on a matter in which the owner has a direct or indirect pecuniary interest (other than an interest that the owner has in common with all the owners of the community lots), specify the nature of the owner's pecuniary interest.

Failure to comply with these requirements will invalidate the nomination [s 84(5a)].

APPOINTMENT OF A PROXY BY GENERAL POWER OF ATTORNEY

If an owner appoints a person as their attorney under the *Powers of Attorney and Agency Act 1984* (SA) specifically for the purpose of attending and voting at meetings, or specified meetings, of the community corporation, the appointment is effective for a period of 12 months or such lesser period as may be specified in the power of attorney, unless the power of attorney is revoked earlier [s 85(9a)].

If such a general power of attorney appoints a body corporate manager as the owner's proxy, a copy of the instrument of appointment must be given to the secretary of the corporation before the meeting, or the first of the meetings, to which it relates [s 85(9b)].

Proxy voting where there is more than one owner of a lot

Where there is more than one owner of a lot, a person (who may, but need not, be one of the owners) may be nominated

by all of the owners to vote on their behalf [s 84(4)].

The owners may specify conditions in relation to the nomination [s 84(6)(ba)].

The nomination of a person as a proxy of multiple owners must [s 84(6)]:

- be made by written notice to the secretary of the corporation by all of the owners of the lot
- specify the meeting or meetings to which it relates
- if a specified condition requires the nominated person to vote in a particular way in relation to a matter in which an owner has a direct or indirect pecuniary interest (other than an interest that the owner has in common with all the owners of the community lots), specify the nature of the owner's pecuniary interest.

The nomination may be revoked at any time by one of the owners by written notice to the secretary [s 84(6)(c)].

If the corporation's manager, or an employee of the manager, is nominated as a proxy, the nomination ceases to have effect on the person ceasing to be the corporation's manager or an employee of the manager [s 84(6a)].

DISCLOSURE OF INTEREST BY A PROXY **Declaration of a member's interest**

If the nomination declares a lot owner's pecuniary interest in a matter (because the proxy is required to vote in a particular way in relation to the matter and the member has a direct or indirect pecuniary interest in the matter [see above: s 84(5)(d); s 84(6)(bb)]), then the proxy must declare the member's interest before the vote is taken [s 85(1)(b)]. Failure to declare the member's interest is an offence with a maximum penalty of \$15 000.

Declaration of a proxy's interest to the meeting

Similarly, if the proxy has a direct or indirect pecuniary interest in any matter to be voted on at the meeting, they must disclose the nature of the interest to the members present at the meeting before the vote is taken [s 85(1)(a)(ii)]. Failure to do so is an offence with a maximum penalty of \$15 000.

Declaration of a proxy's interest to the person who nominated them

If a proxy has a direct or indirect pecuniary interest in any matter to be voted on at a meeting, they must, if it is practicable to do so, disclose the nature of the interest to the person who nominated them before the vote is taken. If this is not practicable, they must disclose the nature of the interest to the person who nominated them as soon as practicable after the vote is taken. Failure to do so is an offence with a maximum penalty of \$15 000. [s 85(1)(a)(i)]

Types of Resolutions

ORDINARY RESOLUTIONS

An ordinary resolution is one passed at a properly convened meeting of the corporation by a simple majority of the votes of members present and voting on the resolution [s 3(1)]. Decisions of a corporation are made by ordinary resolution unless the Act or by-laws specify otherwise.

SPECIAL RESOLUTIONS

A special resolution is required to:

- vary the by-laws [ss 12(2), 39], except when the variation relates to the number of votes that may be cast in respect of each lot, when a unanimous resolution is needed
- allow an occupier of a lot who has been given exclusive use of part of the common property under s 36(1) to erect a building or install a fixture on the part of the common property of which they have exclusive use, or alter that part of the common property in any other way [s 36(4)]
- vary or end a development contract [s 50(2)]
- erect a building on or make any other improvements to (apart from establishing lawns or gardens) the common property [ss 75(3), (1)(c)]
- remove the presiding officer, treasurer or secretary from office [s 76(7)(h)]
- decide that the accounts for the corporation's first financial year need not be audited [s 80(2)(d)]
- revoke a decision that was originally required to be made by special resolution [s 89(2)]
- in relation to a strata scheme (except one solely or predominantly for non-residential purposes), authorize the erection, alteration, demolition or removal of a building, or changes to the external appearance of a building [s 102(1)]
- authorize acquisition of property (other than a freehold or leasehold interest in land) worth less than \$5,000 [s 112(3)(b), reg 18(2)(b)]
- dispose of excess funds in the administrative fund or the sinking fund [s 117]
- exceed the prescribed limitation on the corporation's expenditure [s 119, reg 21].

Special resolutions must be proposed by at least 14 days written notice to all community lot owners, including the text of the proposed resolution and the reasons for the proposed resolution [s 3(1), reg 2(2)].

When there are only two community lots

When there are only two lots, both owners must agree to achieve a special resolution [s 3(1)].

When there are three community lots

When there are three community lots and the owner of each lot is entitled to one vote, a special resolution is achieved if the resolution is passed at a properly convened meeting of the corporation at which either no vote, or only one vote, is cast against the resolution [s 88].

When there are four or more community lots

When there are four or more community lots, a special resolution is achieved if the resolution is **passed** at a properly convened meeting of the strata corporation **and** the number of votes (if any) cast against the resolution is 25% or less of the total number of votes that could be cast at a meeting at which all lot owners are present and entitled to vote [s 3(1)].

SPECIAL RESOLUTION EXAMPLE 1

Example: There are 60 lots and 31 lot owners attend, in person or by proxy or via remote communication (31 is the minimum required for a quorum).

If the number of lots is 60,

then: the total number of votes that could be cast at a meeting at which all lot owners are present and entitled to vote is 60

and: 25% of 60 = 15

thus: for the resolution to pass, only 15 votes may be cast against it.

Assuming the meeting has been validly called and 31 of the 60 lot owners are present,

then: 16 votes are required for the motion to pass (majority vote), and the motion fails if more than 15 vote against it.

result of vote	against	for	abstain
Pass	15	16	0
Fail	15	15*	1
	16	15	0

* Even though there are only 15 votes against, 15/31 votes in favour is not enough to pass the resolution.

SPECIAL RESOLUTION EXAMPLE 2

Example: There are 60 lots and 40 lot owners attend, in person or by proxy or via remote communication.

If the number of lots is 60,

then: the total number of votes that could be cast at a meeting at which all lot owners are present and entitled to vote is 60

and: 25% of 60 = 15

thus: for the resolution to pass, only 15 votes may be cast against it.

Assuming the meeting has been validly called and 40 of the 60 lot owners are present,

then: 21 votes are required for the motion to pass (majority vote), and the motion fails if more than 15 vote against it.

result of vote	against	for	abstain
Pass	15	25	0
	15	21	4
Fail	14	20*	6
	15	20**	5
	16	20	4
	16	24	0

* Although there are only 14 votes against, 20/40 votes is not enough to pass the resolution.

** Although there are only 15 votes against, 20/40 votes is not enough to pass the resolution.

UNANIMOUS RESOLUTIONS

A unanimous resolution is achieved if the resolution is passed without any dissenting (opposing) vote; that is, nobody must vote against the resolution.

The resolution must be proposed by at least 14 days written notice to all community lot owners, including the text of the proposed resolution and the reasons for the proposed resolution [s 3(1), reg 2(3)].

Any lot owner who does not attend (or send a proxy to vote), or attends and chooses not to vote, is not counted as a dissenting vote.

Unanimous resolutions are required to:

- decide to apply to the Registrar-General to amend the schedule of lot entitlements [s 21(3)]
- amend the scheme description [s 31]
- decide to apply for the amendment of a deposited community plan, when the corporation is the applicant [s 52(2)]
- decide to apply to amalgamate with another community plan [s 60(4)]
- decide to use the common property or the property of the corporation to produce income [s 75(4)(c)]
- vary the number of votes prescribed by the by-laws that may be cast in respect of each community lot [s 87(2)]
- revoke a decision that was originally required to be made by unanimous resolution [s 89(1)]
- decide to apply money received from an insurance claim for purposes other than making good the loss in respect of which the money was paid [s 105]
- grant an easement over the common property, or consent to the extinguishment of an easement that was granted for the benefit of the common property [s 110(1)]
- grant a right to occupy the whole or a part of the common property to the exclusion of all or some of the owners or occupiers of the community lots [s 111(1)]
- authorize acquisition of freehold or leasehold interest in land [s 112(3)(a)]
- authorize acquisition of property (other than a freehold or leasehold interest in land) worth \$5 000 or more [s 112(3)(b), reg 18(2)(a)]
- determine contributions other than on the basis of lot entitlement [s 114(3)]
- exceed the prescribed limitation on the corporation's expenditure [s 119, reg 21]

- in the case of a residential community scheme with not more than 6 community lots, decide not to have the statement of accounts for that financial year audited [s 138(4)(c)].

WHEN A UNANIMOUS OR SPECIAL RESOLUTION IS NOT OBTAINED

Where a unanimous resolution is necessary but only the votes necessary for a special or ordinary resolution are obtained, or where a special resolution is required but only an ordinary resolution is passed, then a person included in the majority in favour of the resolution may apply to the Magistrates Court or the District Court to have the resolution declared sufficient to authorize the particular act proposed [s 149].

Notice of an application to convert the resolution must be served on every person who voted against the resolution, and every person who was entitled to vote but did not. The court may also order that any other person the court declares to have a sufficient interest in the proceedings be served with notice of the application. The court may direct that any such persons be joined as a party to the proceedings. [s 149]

Management Committee

The corporation can choose to run all of its business through general meetings or it can, by ordinary resolution [s 90(2)], set up a management committee [s 90(1)] to carry out the functions and perform the duties of the corporation within the limits of the committee's powers [s 92(1)]. The committee cannot delegate its functions or powers, but the corporation can appoint someone, such as a body corporate manager, to assist the committee to carry out its role [s 92(3)].

POWERS AND RESPONSIBILITIES OF THE MANAGEMENT COMMITTEE

The management committee has full power to transact any business of the corporation [s 92(2)], except that:

- the corporation may impose limitations in the by-laws on what the committee can do [s 92(2)], and
- the committee does not have the power to do anything for which a special or unanimous resolution is required [s 92(4)].

If a management committee is considering a controversial issue, such as raising special levies, it may be sensible to give advance notice of this to all lot owners.

MEMBERSHIP OF THE MANAGEMENT COMMITTEE

A management committee is appointed by an ordinary resolution at a general meeting of the corporation [s 90(2)]. The corporation's office bearers (presiding officer, treasurer and secretary) must be members of the committee [s 90(3)]. All members of the committee must be natural persons (not, for example, companies) [s 90(3)]. In a residential, or mainly residential, scheme, the members of the management committee must be members of the corporation (lot owners), but, if a body corporate is a lot owner, the person appointed by it to vote at meetings is taken to be a member of the corporation [s 90(4)].

A member can be appointed for up to a year, with all positions becoming vacant no later than the next annual general meeting of the corporation [s 91(1)].

A vacancy will arise before the annual general meeting if the member:

- is an office bearer and ceases to be an office bearer [s 91(2)(d)]

- resigns in writing to the secretary [s 91(2)(e)] (note that an office bearer may not resign from the committee while continuing to act as an office bearer)
- dies or sells their lot [ss 91(2)(a), (c)]
- becomes bankrupt or applies to take the benefit of a law for the relief of insolvent debtors [s 91(2)(f)]
- is convicted of an indictable offence (an offence that may be heard before a jury) or is imprisoned for any offence [s 76(7)(g)].

A member may be removed by ordinary resolution of the corporation (not the committee) on the grounds of misconduct, or neglect of duty, or incapacity or failure to carry out satisfactorily the duties of the office [ss 91(2)(h), (3)].

If there is a casual vacancy in the membership of the committee, the management committee may appoint a suitable person to fill the vacancy [s 97].

Duty of honesty

A committee member must at all times act honestly in the performance of their duties. Failure to do so is an offence with a maximum penalty of \$4 000, or, if an intention to deceive or defraud is proved, \$15 000 or four years imprisonment [s 96(1)].

A committee member must not make improper use of their official position to gain a personal advantage for themselves or another. Doing so is an offence with a maximum penalty of \$15 000 or four years imprisonment [s 96(2)].

Immunity of committee members from liability

A committee member is not personally liable for an act or omission while acting, or purportedly acting, as a committee member unless the act or omission was dishonest or negligent [s 99(1)]. The corporation is liable for the acts or omissions of committee members, except in the case of dishonesty or negligence [s 99(2)].

MEETINGS OF THE MANAGEMENT COMMITTEE

A management committee must keep minutes of its meetings [s 94(7)].

A management committee meeting may be called by the presiding officer, treasurer or secretary, or by any two members of the committee [s 93(1)].

At least three days written notice of a management committee meeting must be given [s 93(2)]. The notice must set out the day, time and place of the meeting, and the meeting agenda [ss 93(2), (4)].

The day, time and place of the meeting must be reasonably convenient to a majority of the members of the committee [s 93(3)].

Chairing

The presiding officer chairs committee meetings, but in the absence of the presiding officer, the members present may appoint another member to chair the meeting [s 94(1)].

Decisions and disclosure of interest

Decisions of the management committee are made by majority vote [s 94(3)].

It is an offence with a maximum penalty of \$15 000 if a committee member who has a direct or indirect pecuniary interest (apart from an interest arising solely from the fact that the member is also a member of the community corporation [s 95(4)]) in a matter under consideration by the committee does not disclose the nature of the interest to the committee or takes part in any discussions or decisions of the committee in relation to that matter [s 95(1)].

Any disclosure of interest must be recorded in the minutes of the committee [s 95(3)].

Decisions without meeting

A decision may be made by a committee without meeting if [s 94(6)]:

- written notice setting out the proposed decision is served on every committee member, and
- within seven days after the notice is served on all members of the committee a majority of the members give written notice to the secretary setting out the proposed decision and expressing their agreement with it.

Proxies

A committee member may appoint another committee member or a member of the community corporation to act as their proxy at a committee meeting that the member is unable to attend [s 94(5)].

Quorum

To work out the quorum required for a management committee meeting, divide the total number of members of the committee by two, ignoring any fraction resulting from the division, and add one [s 94(2)].

EXAMPLE 1

If the corporation has resolved that the management committee has five members, then:

- divide 5 by 2 (= 2 ½)
- ignore the half (= 2)
- add one (= 3)

So the quorum for a management committee with five members is three.

EXAMPLE 2

If the corporation has resolved that the management committee has eight members, then:

- divide 8 by 2 (= 4)
- add one (= 5)

So the quorum for a management committee with eight members is five.

Financial Management

SINKING FUND AND ADMINISTRATIVE FUND

A community corporation must establish a sinking fund (for non-recurrent expenditure only) and an administrative fund (for all other expenditure) [ss 116(1)-(2)]. However, the by-laws of a corporation with only two lots may exempt the corporation from the requirement to have an administrative and sinking fund [s 35(1)(d)].

Non-recurrent expenditure is expenditure for a particular purpose that is normally made less frequently than once a year [s 3(1)]. Recurrent expenditure is expenditure for a particular purpose that is normally made every year or more frequently [s 3(1)].

Money received by a corporation, including contributions of lot owners, must generally be credited to the sinking or administrative fund according to the purpose for which the money will be used [s 116(4)].

EXPENDITURE STATEMENTS

An expenditure statement must be presented by a corporation to each annual general meeting of the corporation. The statement must include [s 113(1)]:

- for the current financial year, the estimated expenditure of a recurrent nature and the estimated expenditure of a non-recurrent nature
- the estimated expenditure in future years for which funds should be raised now and held in reserve
- the amount to be raised by way of contributions from lot owners to cover the current financial year expenditure and reserve funds.

Some corporations must also include a forward budget (a 'sinking fund' budget) as part of the expenditure statement.

Forward budget (sinking fund budget)

For corporations with seven to twenty lots, and with improvements on the common property insured for \$100 000 or more, a forward budget must be presented at each annual general meeting, as part of the expenditure statement. The forward budget must include proposed expenditure (other than recurrent expenditure) for a three year period. New information must be



presented about proposed non-recurrent expenditure every three years. [s 113(1)(aa), reg 18A].

For corporations with more than twenty units, and with improvements on the common property insured for \$100 000 or more, the forward budget presented at each annual general meeting must include proposed expenditure (other than recurrent expenditure) for a five year period. New information must be presented about proposed non-recurrent expenditure every five years. [s 113(1)(aa), reg 18A]

EXEMPT CORPORATIONS

Community corporations with six or less community lots and community corporations with buildings and improvements on the common property insured for less than \$100 000 are not required to present a forward budget as part of their expenditure statement at their annual general meeting [reg 18A(3)].

AUDIT OF ACCOUNTS

A community corporation must have its annual statement of accounts audited unless it is exempted from this requirement [s 138(1)].

The auditor must be a registered company auditor within the meaning of the *Corporations Act 2001* (Cth) [s 138(2)]. A member of the corporation and any person who has a personal or pecuniary interest in the results of an audit must not be appointed as auditor [s 138(3)].

Exempt corporations

An annual statement of accounts in respect of a financial year need not be audited in any of the following circumstances.

- If the aggregate of the contributions made or to be made by members of the corporation in respect of that year does not exceed \$20 000 AND the balance standing to the credit of the administrative fund at the commencement of that year does not exceed \$20 000 AND the balance standing to the credit of the sinking fund at the commencement of that year does not exceed \$20 000 [s 138(4)(a), reg 24].
- If all community lots are owned by the same person [s 138(b)].
- If the community scheme consists only of lots used for residential purposes AND there are not more than 6 community lots AND the community corporation, by unanimous resolution, resolves not to have the statement of accounts for that financial year audited [s 138(4)(c)].

- If the by-laws of a community corporation with two lots exempt the corporation from the requirement to have its statement of accounts audited [s 35(1)(c)].

Authorizing expenditure

Depending on the amount the corporation proposes to spend, different types of resolutions are needed in order to authorize the expenditure [s 119, reg 21].

If the proposed expenditure is less than the number of community lots in the scheme x \$2000, an ordinary resolution is required.

If the proposed expenditure is more than the number of community lots in the scheme x \$2000 and less than the number of community lots x \$5000 then a special resolution is required.

If the proposed expenditure is more than the number of community lots in the scheme x \$5000, then a unanimous resolution must be passed to authorize the expenditure.

Body Corporate Managers

Many corporations choose to appoint a manager to assist in running the affairs of the corporation, or to assist the management committee in carrying out its role.

A manager can only carry out the powers and functions delegated to them by the corporation and stated in the contract appointing them. A manager does not have any powers independent of the corporation. Managers have to act in the best interests of the corporation; if they do not, they can potentially be sued for negligence by the corporation.

The legal responsibilities of the corporation do not change with the appointment of a manager. The corporation must still have a presiding officer, a secretary and a treasurer, who must all be members of the corporation, and it is still legally liable for decisions made on its behalf.

APPOINTING A MANAGER

Managers can be appointed at a general meeting by an ordinary resolution [s 78A(3)].

The appointment should specify the powers or functions being delegated to the manager. The delegation may have conditions imposed upon it [s 78A(5)(a)]. Even if a delegation of a function or power has been made, this does not prevent the corporation from carrying out the function or power itself [s 78A(5)(b)].

A community corporation may delegate the following functions and powers to a manager [s 78A(2)]:

- the receipt and holding of money and other personal property on behalf of the corporation
- payment of money on behalf of the corporation
- the preparation of statements of expenditure and proposed expenditure and statements of accounts
- the collection of money due to the corporation
- entering into contracts of insurance with insurers on behalf of the corporation
- maintaining and keeping records on behalf of the corporation

- issuing and signing notices on behalf of the corporation
- preparing minutes of meetings of the corporation
- providing information as required by the Act on behalf of the corporation
- investing money on behalf of the corporation
- arranging for the maintenance and repair of the common property on behalf of the corporation.

A manager cannot be given power to do anything that requires a special or unanimous resolution of the corporation [s 78A(4)].

If it proposed to appoint a manager (or extend or renew a manager's contract) at an annual general meeting, then the agenda for the meeting must include certain items relating to the relevant contract and controls on expenditure [s 81(5)(d), reg 16] (see **General Meetings**).

Documents to be provided

The following requirements must be met when appointing a paid manager, or renewing or extending a contract with a paid manager.

At least five clear days before the date of the meeting at which the corporation is to consider whether or not to enter into a contract with a manager, the manager must make available for inspection by members [s 78B(8), reg 14(1)]:

- a pamphlet setting out the role of the manager and the rights of the corporation
- a copy of the proposed contract, which must have attached to it a copy of the schedule to the policy of professional indemnity insurance maintained by the manager.

THE PAMPHLET

The pamphlet must specify the rights of the corporation to [reg 14(4)]:

- inspect records held by the manager
- revoke the delegation of a particular function of the manager
- appoint the manager as a proxy and revoke that appointment
- be informed of any payment that the manager receives from another trader for placing the corporation's business
- terminate the contract
- apply to the Magistrates Court for a resolution of any dispute.

THE CONTRACT

The contract must [s 78B(3), reg 14(3)]:

- be in writing
- specify the term of the contract
- set out the functions or powers to be delegated
- specify the rights of the corporation if it wishes to end the contract after 12 months
- set out the remuneration payable to the body corporate manager in respect of the work performed in exercising the delegated functions or powers, or set out the basis on which such remuneration is to be calculated
- contain a statement verifying that the body corporate manager is insured under a policy of professional indemnity insurance as required by the Act and an undertaking by the body corporate manager that the body corporate manager will maintain that insurance throughout the life of the contract
- contain an undertaking by the body corporate manager that the body corporate manager will allow any member of the corporation to inspect, at any time during ordinary business hours, the records of the corporation in the possession or control of the body corporate manager and specifying how an inspection can be arranged
- have annexed to it a copy of the schedule to the policy of professional indemnity insurance maintained by the manager.

THE PROFESSIONAL INDEMNITY INSURANCE POLICY SCHEDULE

The professional indemnity insurance policy schedule must state [reg 14(1)]:

- the name of the body corporate manager
- the name of the insurer
- the nature of the policy
- the amount for which indemnity is provided under the policy.

DUTIES OF MANAGERS

Professional indemnity insurance

A manager must have professional indemnity insurance of at least \$1.5 million per claim during a period of 12 months [reg 14(2)]. A corporation's manager must maintain this level of professional indemnity cover while working for the corporation; if not, the manager does not have to be paid for any period of time they were not covered [s 78B(2)(c)].

Duty to act in the best interests of the corporation

When doing work for the corporation, a manager must [s 78C(2)]:

- act honestly and in good faith
- exercise due care and diligence
- not make improper use of their position to gain, directly or indirectly, an advantage personally or for any other person.

Disclosure of interest

If a manager, or their employee or agent, has a direct or indirect pecuniary interest in a matter in relation to which they propose to perform delegated functions or powers, the manager must disclose the nature of the interest, in writing, to the corporation before performing the functions or powers [s 78D(1)]. Failure to do so is an offence, with a maximum penalty of \$15 000.

EXAMPLE 1:

If a manager (or their employee or agent) would receive a commission from a building maintenance company for contracting them to maintain the corporation's common property, the manager would have to inform the corporation in writing about the commission before entering into a contract with the company.

EXAMPLE 2:

If a manager (or their employee or agent) has an interest in a maintenance company, such as a company set up by the manager, the manager must inform the corporation in writing about the interest before entering into a contract with the company. The relationship between the manager and the company may not be obvious, particularly if the company has an unrelated name.

EXAMPLE 3:

If a manager (or their employee or agent) is related to a service provider such as a plumber or builder, then the manager must inform the corporation in writing about the relationship before entering into a contract with the service provider.

Access to records

CORPORATION RECORDS

A manager who holds records of the corporation must, at the request of any member of the corporation, make those records available for the member to inspect within 10 business days of the request, and provide the member with a copy of any of the records on payment of a fee (the maximum fee is regulated) [s 78D(7), reg 14A(3)]. Failure to do so is an offence with a maximum penalty of \$500.

THE MANAGER'S DEALINGS WITH THE CORPORATION'S MONEY

If a corporation member requests, a manager must provide the member, on a quarterly basis, with a statement setting out details of the manager's dealings with the corporation's money. The manager must continue to provide the statements until the person ceases to be a member or revokes their request [s 78D(5)]. Failure to provide this information when requested is an offence with a maximum penalty of \$500.

PROFESSIONAL INDEMNITY INSURANCE POLICY

The body corporate manager must, at the request of any member of the corporation, make a copy of the body corporate manager's policy of professional indemnity insurance available for inspection and copying by the member within three business days of the request [s 78B(9)]. Failure to do so is an offence with a maximum penalty of \$500.

Trust account audits

Managers or any agent who is authorized by the corporation to receive and hold money on behalf of the corporation are under strict legal obligations. Detailed and complete records must be kept of all financial transactions in relation to the corporation [ss 126(1), (2)] and these records must be kept by the manager or agent for at least five years [s 126(4)]. An audit report of the manager's trust account in relation to a corporation must be forwarded to the secretary of the strata corporation each financial year [s 127(1)(b)]. Any manager or agent who fails to comply with any of these requirements is guilty of an offence with a maximum penalty of \$8 000.

In addition, a statement setting out details of dealings by the manager or agent with the corporation's money must be produced to the corporation upon request by the corporation, and within five business days of the request [s 126(3)]. Failure to do so is an offence with a maximum penalty of \$500.

ENDING A MANAGER'S CONTRACT

A corporation's contract with a manager must state the term of the contract [s 78B(3)(b)]. If a corporation wishes to end a contract before the end of the term because it believes the manager is not performing well, it would be advisable for the corporation to obtain legal advice.

If the corporation believes the manager has breached their duty to act in the best interests of the corporation, or any other duties under the *Community Titles Act 1996* (SA), the corporation is entitled to seek to end the contract. If the corporation and the manager cannot agree about a proposed termination, or the terms of a termination, the dispute resolution process set out in the

Act may be used (see **Disputes**). This process involves making an application to the Magistrates Court (minor civil action jurisdiction).

A corporation may, by ordinary resolution, end a manager's contract that is for a period of over 12 months, which is taken to include any renewal period at the option of the manager, after the contract has run for 12 months. The corporation must give at least 28 days written notice of the termination, although the notice period can be less if agreed in the contract. [ss 78B(4), (5), (7)]

Return of corporation records and trust money

If a corporation revokes the delegations it has given to a manager (effectively, if the corporation dismisses the manager or if the contract between them is not renewed), then the manager must return all corporation records and trust money within 10 business days of the delegations being revoked [s 78D(6); reg 14A(1)-(2)]. Failure to do so is an offence with a maximum penalty of \$2 000.

Records must either be returned by mail sent by registered post, or be made available for collection [reg 14A(1)].

Trust money must either be returned by electronic funds transfer, or by cheque sent by registered post, or be made available for collection [reg 14A(2)].

Owners' rights and responsibilities

The key rights of lot owners are contained in the by-laws of the corporation and in provisions of the Act related to access to information (see [Community Corporation: Access to information](#)).

RIGHT OF ENTRY in relation to service infrastructure

A lot owner may need to enter a lot in order to set up, maintain or repair service infrastructure. If so, the lot owner wishing to enter must give notice to the other owner [s 146(1)(a)]. Similarly, if a lot owner needs to enter the common property because they have the right to set up, maintain or repair service infrastructure, the lot owner must notify the corporation [s 146(1)(a)], unless they have the right to enter the common property [s 146(2)(c)(i)]. The amount of notice required is whatever is reasonable in the circumstances [s 146(3)].

If the situation is an emergency and there is no time to give notice, then notice need not be given [s 146(2)(a)]. A lot owner may agree that their lot can be entered without notice [s 146(2)(b)], as may the corporation in relation to the common property [s 146(2)(c)(ii)].

If the owner or a person acting on the owner's behalf cannot enter the lot without using force, such force as is reasonable in the circumstances may be used [s 146(4)]. Any damage caused by the use of force must be made good as soon as practicable by the owner, unless the need for force was the result of an unreasonable act or omission on the part of the owner of the lot that was entered [s 146(5)].

in an emergency

In an emergency, the owner or occupier of a lot may enter another lot or the common property to assist a person on the lot or common property, or to prevent or reduce damage to the lot or another lot or to the common property [s 146(6)].

An owner or occupier who uses force when entering a lot or the common property, or a building on a lot or the common property, to assist in an emergency is not liable

for any damage caused if they acted reasonably in the circumstances [s 146(7)].

to a lot via common property

A person who is entitled to enter a lot is entitled, where reasonably necessary, to enter the common property in order to gain access to the lot.

MAINTENANCE AND REPAIRS

Owners of a lot are responsible for the maintenance and repairs of their own property, and must keep the lot, and buildings and improvements on the lot, in good order and condition [s 134(1)], unless the corporation's by-laws have transferred this responsibility to the corporation [s 134(2)]. If owners do not fulfil their responsibilities of maintenance and repair, the community corporation may require the work be done within a set time [s 101(1)(a)] (see [Community Corporation: Powers of the corporation](#)).

An occupier of a lot must keep the external part of the lot and of any building or other improvement on the lot in a clean and tidy condition [s 134(4)]. If a tenant is occupying the lot and does not fulfil this requirement, the corporation can require the lot owner to remedy the situation [s 101(1)(b)(i)] (see [Community Corporation: Powers of the corporation](#)).

INSURANCE

Where support or shelter required by an easement pursuant to the Act is provided by a building situated on a lot, the owner of the lot must insure the building against risks that a normally prudent person would insure against for the full cost of replacing the building with new materials and must insure against incidental costs such as demolition, site clearance and architect's fees [s 106(1)]. Failure to do so is an offence with a maximum penalty of \$15 000.

A lot owner who is required to insure a building under s 106(1) must provide a photocopy of the current certificate of the insurance that they have taken out to the community corporation as soon as practicable after taking out the policy and after any subsequent change to the terms and conditions of the policy [s 106(2)(a), reg 17]. Failure to do so is an offence with a maximum penalty of \$500.

A lot owner must also provide a photocopy of the current certificate of the insurance policy to another owner or prospective owner, or the registered mortgagee or prospective mortgagee, of a community lot or a development lot that benefits from the easement. The copy must be provided within five business days after the making of the request [s 106(2)(b), reg 17]. Failure to do so is an offence with a maximum penalty of \$500.

COMPLIANCE WITH THE BY-LAWS

Lot owners have certain responsibilities as outlined in the corporation's by-laws, with which they are required to comply [s 43(1)]. The corporation may require and enforce work on a lot to remedy a breach of the corporation's by-laws, even if the breach was by a former lot owner, an occupier (tenant) or former occupier [s 101(1)(b)(i)] (see **Community Corporation: Powers of the corporation**).

NON-INTERFERENCE

An owner or occupier of a lot must not use, or permit the use of, the lot or the common property in a way that causes a nuisance or interferes unreasonably with the use or enjoyment of another lot or the common property [s 133].

An owner or occupier of a lot must not interfere, or permit interference, with support or shelter provided for another lot or for the common property [s 132(1)], or with the service infrastructure or a service provided by means of the service infrastructure in a way that may prejudice the use or enjoyment of another lot or the common property [s 132(2)].

CONTRIBUTIONS

Lot owners must keep up their contributions to the corporation. If the funds are not paid, they are recoverable as a debt [s 114(8)], which means the corporation can sue the lot owner for the money, possibly with interest added at a rate reasonably decided by the corporation [s 114(4)(b)]. If you buy a lot and there is a contribution owing, you as the new owner are legally responsible for that contribution [s 114(7)]. Check carefully before buying any lot, as there may be debts outstanding in relation to it.

DEBTS OF THE CORPORATION

Lot owners are guarantors of their community corporation's liabilities, which means the corporation's debts are enforceable against each of the lot holders directly [s 77].

If the corporation does not or cannot pay its debts, the individual lot owners are personally responsible. The corporation's debts are enforceable against each or any of the lot owners directly [s 77(1)]. If the corporation has a debt, the lot owners have, amongst themselves, the right of contribution to the debt based on their respective lot entitlements [s 77(2)].

STRUCTURAL WORK Community schemes

Lot owners in a community scheme may carry out structural work on their lots, subject to Council approval

where necessary and compliance with the scheme description and by-laws. The scheme description must specify the standard of buildings and other improvements that may be erected on a lot [s 30(1)(d)]. The by-laws may also regulate [s 34(3)(a)]:

- the position, design, dimensions, methods and materials of construction and external appearance of buildings or other improvements on community lots
- the maintenance and repair of buildings or other improvements on community lots
- landscaping, including the establishment, care and maintenance of lawns, gardens and other areas on community lots.

In addition, the by-laws may impose requirements or restrictions relating to the appearance of community lots or buildings or other improvements situated on community lots [s 34(3)(b)].

Community strata schemes (residential)

Lot owners in a residential community *strata* scheme must seek permission from the corporation before carrying out the erection, alteration, demolition or removal of a building, or altering the external appearance of a building [ss 102(1), (7)]. The corporation will need to pass a special resolution to authorize the work [s 102(1)(b)]. An exception is if work is required because of an order under the *Housing Improvement Act 1940* (SA), when no permission is needed [s 102(1a)].

If a lot owner carries out work without permission, the corporation may, by notice in writing to the owner of the lot, require them to carry out, within a reasonable period fixed in the notice, specified work to remedy any structural deficiency caused by the work or to restore the lot to its previous state [s 102(2)].

If the lot owner does not comply with the corporation's notice within the time allowed in the notice, the corporation may authorize workers to enter the lot to carry out the specified work [s 102(3)], as long as reasonable notice of the proposed entry is given to the lot owner [s 102(4)].

If force is necessary to enter a lot to carry out work in the corporation's notice, an order authorizing the entry must be obtained from the Magistrates Court [s 102(5)].

Any cost reasonably incurred by the corporation in having the work carried out may be recovered as a debt from the owner of the lot [s 102(6)].

Disputes

MEDIATION

Mediation SA can assist to resolve disputes between the corporation and a lot owner or occupier, or between owners or occupiers. In addition, the Service can assist if one of the parties to a dispute is not associated with the community corporation, such as the owner of a neighbouring property. Mediation SA provides a free, confidential and unbiased service available to all residents of South Australia (see [Contacts](#)).

Mediation is particularly worth considering for disputes in relation to community titles as it is more likely than legal action to enhance and preserve positive relationships.

Mediation is a voluntary process where trained mediators work with people to help them resolve their differences. Mediation SA can become involved in a dispute at the request of at least one of the parties. If an approach is made to Mediation SA, the Service can write to invite the other party to discuss the problem and participate in mediation. Because attendance is voluntary from both sides, any party may withdraw from the resolution process at any time.

The role of the mediator is to listen, ask questions and ascertain the facts, not to blame anyone or take sides. With all the information provided by the parties, the mediator can help people to put together an agreement. The agreement is not legally binding, but is made in good faith.

The advantages of mediation as a way to resolve disputes are:

- it can save on court and solicitor cost for both parties
- it can contribute to the early resolution of problems, thereby reducing stress and anxiety
- it allows both parties to take responsibility for their role and gives them the opportunity to resolve their own disputes
- mediation sessions are conducted in private, unlike court proceedings.

If no resolution can be worked out then an application may be made to the court to decide the matter.

COURT PROCEEDINGS

Who can make an application to the court?

Not all disputes can be taken to court. Those who can make an application are [s 141]:

- the corporation
- the owner or occupier of a community lot
- the owner or occupier of a development lot
- a person who has contracted to purchase a community lot or a development lot
- any other person bound by the by-laws of a community scheme, except for persons invited to or visiting the community land.

What disputes can be taken to court?

Only the types of disputes outlined in the Act may be heard by the court – these are situations where [s 142(1)]:

- a breach of the Act or the corporation by-laws is alleged
- an occupier claims to have been prejudiced by a wrongful act or omission of the corporation, management committee, the developer, or the owner or occupier of another lot
- a member of a community corporation claims that a decision of the corporation or the management committee is unreasonable, oppressive or unjust
- the community corporation and a corporation member, or two or more corporation members are in dispute about the occupation or use of a lot, or the position in which a cable, wire, pipe, sewer, drain, duct, plant or equipment should be laid or installed, or
- an order authorizing a person to use force to enter a lot or a building on a lot is sought.

Which court hears disputes?

An application to resolve a dispute must usually be made to the Magistrates Court [s 142(2)]. An application is heard as a minor civil action [s 149A], unless it involves enforcement of a development contract under s 49(2), when it is heard in the general claims jurisdiction of the Magistrates Court.

If the matter is particularly complex or significant [s 142(5)], an applicant can seek the permission of the District Court to commence proceedings there [s 142(3)], or a party may seek to transfer a matter from the Magistrates Court to the District Court [s 142(4)].

A court may, on its own initiative or on an application by a party to the proceedings, transfer a matter to the Supreme Court on the ground that the application raises a matter of general importance [s 142(6)(a)]. Similarly, a court may, on its own initiative or on an application by a party to the proceedings, state a question of law for the opinion of the Supreme Court [s 142(6)(b)].

A court may decline to proceed with an application to resolve a dispute if it considers that it would be more appropriate for proceedings to be taken in another court or tribunal [s 142(15)].

Orders that can be made

The court has power to make a range of orders under s 142.

A person who fails to comply with an order under s 142 is, in addition to being liable to punishment for contempt [s 142(14)], guilty of an offence with a maximum penalty of \$15 000 [s 142(13)].

- If appropriate, the court may attempt to achieve settlement of the proceedings by agreement between the parties [s 142(8)(a)].
- The court may order that reports or other information be provided for the purposes of the proceedings. In addition, it can order that accounts be audited or that a person be reimbursed for the costs of having any accounts audited. [ss 142(8)(b)-(ba)]
- The court may [ss 142(8)(c)-(d)]:
 - > specify action that a party must take to remedy any default, or to resolve any dispute, or
 - > specify action that a party must refrain from doing.
- The court may give judgment on any monetary claim [s 142(8)(f)].
- The court may determine the position in which a cable, wire, pipe, sewer, drain, duct, plant or equipment is to be laid or installed [s 142(8)(g)].
- The court may:
 - > make a declaration as to the validity of any decision or purported decision of the corporation [s 142(da)]
 - > vary or reverse any decision of the corporation, or of the management committee of the corporation or of a delegate of the corporation [142(8)(e)(ii)].

In relation to by-laws, the court may:

- make a declaration as to the validity of any by-law or purported by-law of the corporation [s 142(da)]
- alter the by-laws of the community scheme, and make any necessary consequential changes to the scheme description and development contracts [142(8)(e)(i)], but only if [s 142(9)]:
 - > the corporation is a party to the proceedings or the court is satisfied that the corporation has been given a reasonable opportunity to become a party to the proceedings, and

- > if it appears to the court that the alteration could adversely affect a member of the corporation who is not a party to the proceedings, the court is satisfied that the member has been notified of the possibility that such an order could be made and has been given a reasonable opportunity to make submissions to the court in relation to the matter, and
- > the court is satisfied that the order is essential to achieving a fair and equitable resolution of the matters in dispute.

In relation to contracts, the court may [s 142(8)(ea)]:

- vary, avoid or terminate a contract entered into (regardless of when it was entered into) between a community corporation and any of the developer, an associate of the developer, the body corporate manager, or an associate of the body corporate manager, but only if:
 - > the court is satisfied that the contract involves a breach of fiduciary duties or other duties under the Act [s 142(9a)].

The court may also [ss 142(8)(h)-(i), s 142(10)]:

- make orders as to costs
- make any incidental or ancillary orders
- in an urgent case, make an interim order to safeguard the position of any person pending its final decision.

APPOINTMENT OF AN ADMINISTRATOR

The District Court or the Magistrates Court may appoint an administrator to administer the affairs of the corporation [s 100(1)] in cases where governance has broken down to an extent that the group is not functioning. An administrator has, while the appointment remains in force, full and exclusive power to administer the affairs of the community corporation, including power to do anything for which a special or unanimous resolution of the corporation is required [s 100(2)].

An application to appoint an administrator may be made by [s 100(1)]:

- a community corporation
- a creditor of a community corporation
- the owner of a community lot or a development lot, or
- a person who holds a registered encumbrance over a community lot or a development lot.



Converting from Strata Title

When the *Community Titles Act 1996* (SA) came into operation, it did not affect existing strata corporations. However, from 1 January 2002 no new strata schemes have been allowed under the *Strata Titles Act 1988* (SA). Community titles have been created instead.

A strata scheme and a community strata scheme are similar, as the boundaries are defined by reference to structural divisions in a building, whereas in a community scheme lot boundaries are determined by surveyed land measurements and generally do not relate to a structure.

Existing strata corporations may, by an ordinary resolution of the strata corporation, become a community strata scheme, which means the corporation will be covered by the *Community Titles Act 1996* (SA) and not the *Strata Titles Act 1988* (SA) [*Community Titles Act 1996* (SA) sch cl 2]. The resolution does not take effect until a copy of the resolution is lodged with the Registrar-General and filed with the strata plan. The resolution will not change the boundaries of the units or the common property. If it is desired that the boundaries be changed, an amendment to the plan and the appropriate application must be lodged at the Lands Titles Office.

The articles that existed under the *Strata Titles Act 1988* (SA) continue as its by-laws but may be amended if required [sch cl 2(3)(e)]. Similarly, the officers of the strata corporation continue as the officers of the community corporation [sch cl 2(3)(g)].

Any proceedings commenced under the *Strata Titles Act 1988* (SA) in relation to a strata corporation before it converted to a community corporation may be continued and completed under the *Strata Titles Act 1988* [sch cl 5].

Development of the Community Title

and two secondary corporations, one for the residential lots and one for the retail lots. A tiered management structure may also be set up where there is a large number of lots in a community parcel, even if each of the lots is used for the same purpose.

Each level of the scheme has its own common property, which its corporation will manage. Schemes of more than one level can be complex and prospective purchasers should seek independent legal advice before buying into a scheme of this nature.

The *Community Titles Act 1996* (SA) allows for the future development of a scheme in two ways:

- staging
- tiering.

STAGING

Staging involves the inclusion of a development lot that is to be divided at a later time to create extra lots within that scheme.

TIERING

Tiering allows for the management of large or mixed land use developments. It allows a lot in a community or community strata scheme to be further divided to create a subservient scheme and managerial structures ('tiered' management). The first community plan lodged over an allotment is a primary plan of community division, which creates primary lots, primary common property and a primary community corporation. A lot in a primary scheme can be divided by a secondary scheme to create lots and common property and a community corporation at a secondary level. A lot in a secondary scheme can further be divided by a tertiary scheme to create lots and common property and a community corporation at a tertiary level. Corporations in the lower tiers will be members of the corporation of the tier above.

Primary lots do not have to be further divided into secondary lots, and most divisions do not go beyond the primary level. Most residential schemes, consisting only of a moderate number of residential lots, will be a primary community corporation and have only one level of management. Complex schemes involving residential, commercial and even recreational uses could form secondary or tertiary community corporations. For example, a development with a large retail section and fifteen smaller residential lots would most likely have one primary corporation covering the entire development

Common Questions

BUILDING ON A LOT

I want to build an addition onto my house, which is part of a community scheme. Can I just go ahead and organise the building work, without involving the corporation? My friend is in a community strata scheme, and I know she cannot alter the outside of her unit without agreement from the corporation, but community schemes are different, aren't they?

In a community scheme, the corporation's approval is not needed. However, as well as any Council approval that may be needed, any building work must comply with the requirements of the scheme description. In addition, the corporation's by-laws may include requirements in relation to building work.

BUYING A COMMUNITY TITLE

What do I need to be aware of if I wish to purchase a lot in a community plan?

There are various things that must be considered. They include:

PROPERTY MATTERS

- The type of scheme – is it a community scheme or a community strata scheme? This will indicate what a lot owner actually owns.
- The by-laws and, if applicable, scheme description and development contract(s) for the scheme. It is advisable to obtain independent advice about the content of these documents.
- The level of the scheme. Is it a primary, secondary or tertiary scheme? If a secondary or tertiary scheme, have I seen the plans, development contract(s) (if any), by-laws and scheme description of the scheme or schemes above?
- Have I seen a copy of the plan that defines my unit or lot? Do the boundaries of the unit/lot agree with boundaries shown on the plan?
- What constitutes the common property?
- Do the scheme description or by-laws limit the type of structures I can build on my lot?

FINANCIAL MATTERS

- The statement of accounts and financial records of the corporation and those of any scheme above.
- What must I contribute to the upkeep, maintenance and management of the common area in the scheme? In the case of a secondary or tertiary scheme this will also include contributions that the scheme is required to make to the scheme(s) above.
- How do the contributions and other charges compare with other corporations?

- Are there any unpaid contributions owing on my unit or lot?
- Is the corporation planning any major expenditure that I may be asked to contribute to?
- Are there any structural problems in the building?
- Is there a 'sinking fund' or reserve of money held by the corporation for emergency expenses and major maintenance costs such as painting?
- What maintenance services are provided? What are the charges for these?
- In relation to insurance, whether the corporation is insured for public liability for at least ten million dollars, and whether the common property is sufficiently insured.
- In the case of a shared wall, does the adjoining owner have a current building insurance policy?

MANAGEMENT MATTERS

- Is there a body corporate manager?
- Is there a management committee?
- What system does the corporation have for resolving disputes?
- If the scheme is for two lots, have certain requirements of the Act been exempted, such as the requirement to hold annual general meetings?

STYLE OF LIVING

- What are the rules about having other people visiting and parking?
- Will the building or site be accessible if I am disabled and require a wheelchair or walking aid? If not, can suitable modifications be made easily?
- What are the restrictions on the use of my lot and the common property?
- Can I store my caravan/boat/bicycle?
- Are pets permitted?

COMPANY TITLE

I live in a company title; is it the same as a community title?

A company title is where the property is owned by a company and each shareholder is entitled to occupy a particular unit. Strictly speaking, a shareholder does not own the property, but owns shares in the company that owns the property. The shares give an entitlement to occupy a unit. Such schemes can be more expensive and complex to administer, and prospective buyers may find it difficult to obtain finance to buy shares in a company title. Depending on the structure of the building, it may be possible to convert to a community title.

CONTRIBUTIONS

I don't use the common property driveway, as I have a driveway on my lot that accesses the street. Do I have to pay contributions for the maintenance of the common property?

The amount of each owner's contribution to the corporation is normally calculated according to the lot entitlement set out in the community plan.

The corporation may, by unanimous resolution, determine that contributions are paid on some other basis.

Contributions are not just used to cover maintenance of the common property. Other costs, for example in relation to insurance, service infrastructure, and management costs are also covered by contributions. Just because you do not use the common property driveway does not mean you do not have to contribute to its maintenance, as a member of the corporation.

CONVERTING TO COMMUNITY TITLE

Our strata manager has suggested that we adopt the *Community Titles Act (SA)*. What's involved in converting and would we be better off?

To convert to a community strata plan, the strata corporation must resolve, by ordinary resolution at a properly convened meeting of the corporation, that the *Community Titles Act 1996 (SA)* and not the *Strata Titles Act 1988 (SA)* will apply to the scheme. The resolution will not take effect until a copy of the resolution is lodged with the Registrar-General and filed with the strata plan.

The question of whether a corporation would be better off is a complex one and dependent on factors such as:

- the number of units involved
- the expectations of the lot owners
- the purpose the land is to be used for
- whether the common property is to be used for commercial gain
- whether there are units existing above other units, and
- whether the units are physically separate.

It is suggested that legal advice should be sought before that step is taken, as the *Strata Titles Act 1988 (SA)* will no longer apply.

A full conversion to define the lots by measurements (that is, conversion to a community scheme) would result in the members owning the entire structure on their lot. This would require:

- unanimous agreement of lot owners
- a new survey of the site and all building boundaries

- an amendment to the plan, and
- agreement of local and state authorities.

It pays to obtain a quote from a surveyor and a conveyancer. It may be worthwhile converting if the value of each lot increases significantly upon conversion to a lot.

Our strata corporation has lodged a Lodgement of Resolution to adopt the *Community Titles Act 1996 (SA)*; does this mean we can now insure our unit separately?

No. The strata scheme will become a community strata scheme, and so the corporation will still be responsible for insuring the buildings, which are common property.

A full conversion to community title would need to be done before owners could insure separately.

EXCLUSIVE USE OF THE COMMON PROPERTY

One of the lot owners in our community scheme was granted exclusive use of part of the common property by the corporation some years ago. We feel that this is an unfair situation. How can we regain this common property for use by all owners?

The corporation can grant a right to occupy the whole or a part of the common property to the exclusion of all or some of the owners or occupiers of the community lots. A unanimous resolution is needed to do so, and the right must be consistent with the scheme description and not contrary to the by-laws.

In a community scheme, exclusive use of the common property can be granted on an ongoing basis; that is, it does not have to be for a set period.

A unanimous resolution of the corporation would be needed to reverse the decision to grant exclusive use.

FENCES

The fence between my lot and an adjacent lot is in need of repair. The body corporate manager says we have to sort it out ourselves and that it is not the corporation's responsibility. Is this correct?

If you are part of a community scheme (not a community strata scheme), then you and your neighbour are joint owners of the dividing fence. The fence is not common property, so the corporation is not responsible to fix it. The issue of repairing the fence is between you and your neighbour. The *Fences Act 1975 (SA)* covers this area of law. See also the *Fences and the Law* booklet, published by the Legal Services Commission.

Similarly, if a fence between your lot and neighbouring land that is not part of your community scheme needs repair, you will need to discuss the matter with your neighbour. The corporation has no responsibility to be involved.

Some community schemes have a fence dividing the common property from neighbouring land that is not part of the scheme. In this case, the corporation would be responsible for discussing any fencing problems with the neighbouring owner.

If you are part of a community *strata* scheme, dividing fences will usually be common property, therefore it would generally be the corporation's responsibility to repair a dividing fence. Similarly, a fence between a lot in a community strata scheme and neighbouring land that is not part of the scheme would be the responsibility of the corporation and the owner of the neighbouring land.

FINES

A visitor to my apartment received a letter from the corporation stating she could be fined \$500 for unauthorized parking. Is this legal?

A corporation's by-laws may give the corporation the power to impose fines of up to \$500 for breaches of its by-laws. The by-laws apply to owners, residents and visitors. A fine against a visitor or tenant could not be enforced without a court order.

INSURANCE

Our body corporate manager has advised us that she can arrange our individual building insurance policies for us. Could there be any problems with this?

While each lot owner in a community scheme is responsible for insuring their own buildings, the by-laws of a community scheme may allow for the community corporation to act as an agent for the lot owners in arranging insurance. The corporation may delegate this task to a body corporate manager. If arranging building insurance for lot owners is an option, not a requirement, under the by-laws, then individual lot owners can choose whether they want the corporation to arrange their insurance or whether they want to do it themselves; there is no requirement for all owners to agree.

Problems can arise in relation to the way an insurer invoices the corporation for the insurance premium. If building insurance is arranged on behalf of two or more owners, an insurer may invoice the corporation for one amount, without showing the amount that would be payable for individual lots. If an insurer will not provide a breakdown, then the corporation has to work out each owner's contribution. Contributions are normally determined according to lot entitlements, but this may not be appropriate in relation to building insurance, because lot entitlements are based on the unimproved value of the land, not the value of the buildings. Thus, whether an insurer will provide a breakdown of the premium in

relation to each lot may be one of the factors to consider when choosing an insurer.

A corporation may decide that a lot owner's building insurance premium, or share of the premium, will be paid as part of the annual contribution levied by the corporation. If so, the levy applicable to your lot may compare unfavourably with the levy applicable to another lot where the owner has arranged their own insurance, or to the contributions levied by another corporation that does not arrange lot owners' building insurance. Such a disparity in levies may be a problem if you wish to sell your lot.

MANAGERS

What are some issues to consider when choosing a manager?

At least five clear days before the date of the meeting at which the corporation is to consider whether or not to enter into a contract with a manager, the manager must make available for inspection by members:

- a pamphlet setting out the role of the manager and the rights of the corporation
- a copy of the proposed contract
- a copy of the schedule to the policy of professional indemnity insurance maintained by the manager; the insurance must be for at least \$1.5 million per claim.

In addition to the information required to be set out in these documents (see **Body Corporate Managers: Appointing a manager: Documents to be provided**), you may wish to consider the following.

- What services are included in the fee? For example:
 - > Is there an after hours emergency service?
 - > Will the manager, or an employee of the manager, attend your corporation as needed?
- Is there any fee charged for keeping the corporation's funds?
- Will all bank interest be passed on to the corporation?
- Will the manager ensure the corporation receives the best bank interest rate?
- What maintenance company or contractors does the manager normally use, and does the manager receive any commissions, or have any financial relationship with contractors?
- Will the manager provide your treasurer with regular financial statements to keep the corporation up to date and allow for scrutiny? If so, how often? Note that the manager must provide a financial statement upon request by the corporation, within five days of

the request (see **Body Corporate Managers: Duties of managers: Trust account audits**).

- Will the manager supply references from current clients?
- Does the manager have the skills to help resolve disputes?

RESTRICTIVE RULES

The rules of my apartment complex are very restrictive. I can't hang washing on my balcony or have a barbeque. What can I do about it?

The by-laws (rules) that govern a scheme can be amended by a special resolution passed at a properly convened meeting of the corporation. A copy of the by-laws as amended must be lodged with the Registrar-General within 14 days of the passing of the resolution.

By-laws that are inconsistent with the scheme description (if any) are invalid. Therefore a consequential amendment to the scheme description (if any) may also need to be made.

If the scheme is a secondary or tertiary scheme, the by-laws and scheme description of the other schemes may also need to be amended.

In some situations, it may be possible to negotiate a resolution and mediation may also be helpful.

RULES

What rules am I bound by when I own a community lot?

By-laws contain the rules by which the scheme is to be run and bind all of the owners, occupiers and visitors to the scheme. By-laws are written exclusively for the particular scheme they relate to. If the community scheme is a secondary or tertiary scheme, it is bound by not only the by-laws written for that scheme but also the by-laws of the scheme or schemes above.

TREES

The owner of an adjoining lot has a tree on their property and its roots are damaging the paving on my lot. Can I ask the body corporate manager to raise the matter with the other owner?

If the tree is on an owner's lot (not on common property) and is only affecting your property, then it is a matter between you and your neighbour; it is not the corporation's responsibility to get involved.

Similarly, if a tree on a neighbouring property that is not part of the community scheme is affecting your lot, then it is up to you to discuss the matter with the neighbouring owner.

If an owner's tree is affecting the common property, then the corporation can discuss the matter with the owner.

If a tree on common property is affecting your property, then you could raise the matter with the corporation.

WATER RATES

Our lots do not have separate water meters and we all pay the same for water, no matter how much we use. Can this be changed?

Unless there are separate water meters for each lot, there is no way to determine a lot's water usage. Contributions are normally paid by lot entitlement; a unanimous resolution is needed to change this arrangement. SA Water offers the following billing options: sending one lump sum bill for water usage every three months to the corporation secretary; dividing the bill in percentages nominated by the corporation and billing owners separately; dividing the bill equally between the lot owners and billing them separately. Whatever the billing arrangement, the community corporation is ultimately responsible to SA Water for the bill. Private water meters may be installed on each lot to determine how the SA Water account should be divided. There are costs associated with the installation and reading of private meters.

TYPES OF COMMUNITY TITLES

What is the difference between a regular community title and a strata community title?

There are two types of community titles:

- community schemes
- community strata schemes.

PRIMARY COMMUNITY SCHEMES (FIGURE 01.)

The diagram and plan are of a primary community plan. Each building sits on its own lot. The owners have title to the land under the lot and the sky above, unlike strata titles. They are responsible for the maintenance and insurance of their respective buildings. Where buildings share a common (party) wall the owners of each building are jointly responsible for its maintenance. The common property is the shared driveway down the middle of the group. The body corporate is responsible for the maintenance of the driveway.

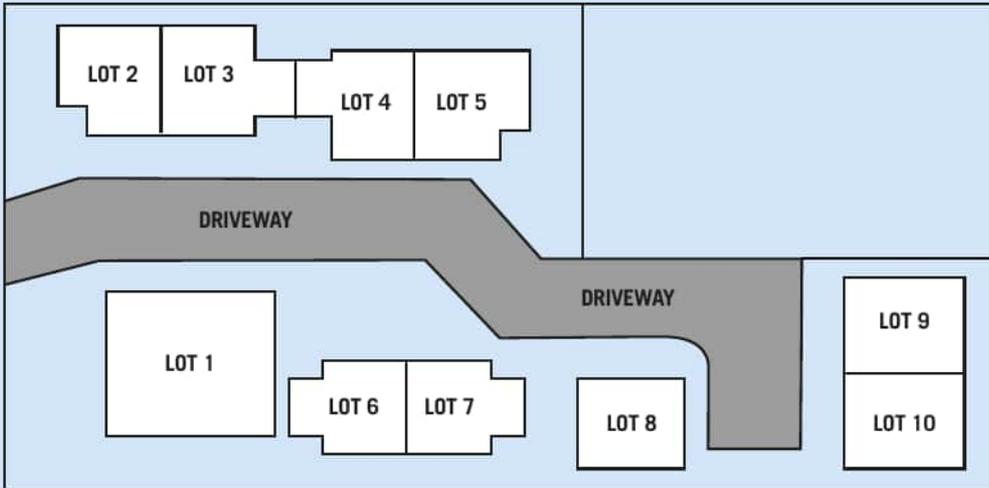
PRIMARY COMMUNITY STRATA SCHEMES (FIGURE 02.)

The photograph and plan are of a primary community strata plan. In a community strata scheme the lot boundaries must be defined by reference to parts of the building, similar to a strata title. There must be at least one lot that exists above another, unless the scheme was previously a strata scheme under the *Strata Titles Act 1988* (SA) and has converted by resolution to adopt the *Community Titles Act 1996* (SA).

The structure itself is common property and it is therefore the responsibility of the corporation to maintain and insure it. In this regard, community strata schemes are very similar to strata titled unit groups. Common property includes land that is not within a lot, and infrastructure (such as driveways, water, sewer, electricity) that do not serve single lots. In the case of a community strata scheme, this includes the external walls and floors, the foundations, the roof, the space in the roof, gutters and eaves immediately below the gutters. It does not include the owner's fixtures and fittings such as kitchens and bathrooms.

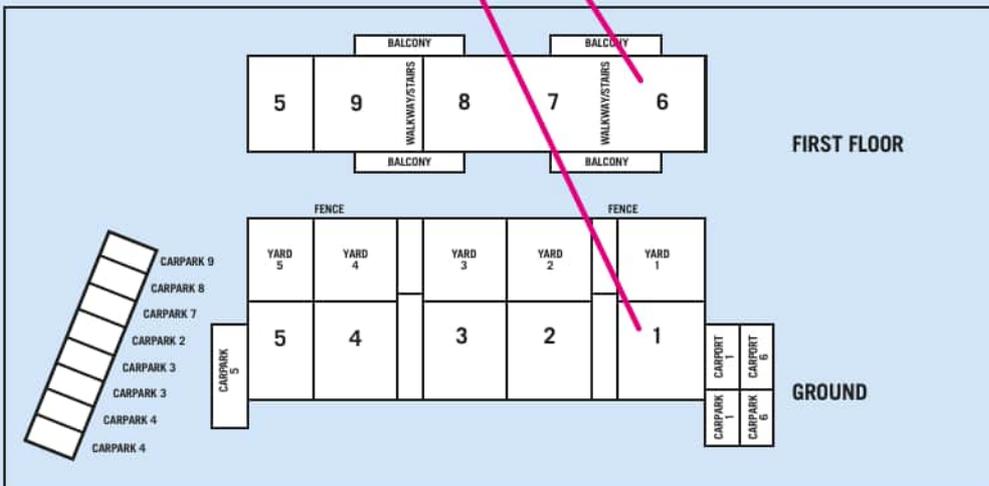
The internal walls and lot subsidiaries are not common property and are the owner's responsibility to maintain.

PRIMARY COMMUNITY PLAN



PRIMARY COMMUNITY SCHEMES (FIGURE 01.)

PRIMARY COMMUNITY STRATA PLAN - BUILDINGS AND FENCES ARE COMMON PROPERTY



PRIMARY COMMUNITY STRATA SCHEMES (FIGURE 02.)

Figures courtesy of Gordon Russell

Contacts

STRATA AND COMMUNITY ADVICE SERVICE

1300 366 424

LEGAL SERVICES COMMISSION

www.lsc.sa.gov.au

ADELAIDE OFFICE

159 Gawler Place
Adelaide 5000

Telephone: 8111 5555

ELIZABETH OFFICE

Windsor Building
Elizabeth Shopping Centre
Elizabeth 5112

Telephone: 8111 5400

MT BARKER

18 Walker Street
Mt Barker 5251

Telephone: 8111 5320

NOARLUNGA

Noarlunga House
Colonnades Shopping Centre
Noarlunga Centre 5168

Telephone: 8111 5340

PORT ADELAIDE

306 St Vincent Street
Port Adelaide 5015

Telephone: 8111 5460

PORT AUGUSTA

13 Flinders Terrace
Port Augusta 5700

Telephone: 8686 2200

WHYALLA

Tenancy 7, 169 Nicolson Avenue
Whyalla Norrie 5608

Telephone: 8620 8500

COMMUNITY LEGAL CENTRES

CENTRAL CLS

Shop 2, 59 Main North Road
Medindie Gardens 5081

Telephone: 8342 1800

NORTHERN CLS

26 John Street
Salisbury 5108

Telephone: 8281 6911

RIVERLAND CLS

8 Wilson Street
Berri 5343

Telephone: 8582 2255

SOUTHERN CLS

40 Beach Road
Christies Beach 5165

Telephone: 8384 5222

SOUTH EAST CLS

9 Penola Road
Mount Gambier 5290

Telephone: 8723 6236

WESTSIDE COMMUNITY LAWYERS

Old Post Office
212 Port Road
Hindmarsh 5007

Telephone: 8340 9009

PORT PIRIE OFFICE

Flinders Arcade
72 Ellen Street
Port Pirie 5540

Telephone: 8633 3600

MEDIATION SA

www.mediationsa.org.au

Telephone: 8350 0376 /
1300 850 650

LAND SERVICES GROUP

Lands Titles Office
101 Grenfell Street
Adelaide 5000

Telephone: 8226 3983

www.sa.gov.au/landservices

SA POWER NETWORKS

General enquiries 13 12 61
sapowernetworks.com.au

SA WATER

1300 650 950

customerservice@sawater.com.au

sawater.com.au



COMMUNITY PLAN NO. 27564 INC.
225 Prospect Road, PROSPECT SA 5082

DISCLAIMER – Horner Management will not be held liable for any missing, incomplete or incorrect information provided prior to the commencement of our management. (28/0/2023)

BY LAWS IN FOLDER

AGM 06/08/20

Corporations Right to Recover Money - That the Corporation may recover any money owing to it under the Community Titles Act s114 (7), (8) or the by-laws as a debt. An owner of a Community lot must pay or reimburse the corporation on demand, the costs, charges and expenses of the Corporation in connection with contemplated or actual enforcement, or preservation of any rights under the by-laws in relation to the owner or occupier. The Corporation further empowers 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.

EGM 27/02/2024

6KW SOLAR SYSTEM APPROVAL

I refer to the above mentioned Strata Corporation and the recent request for the Owner of Unit 9 to install a 6kw solar system

I / WE agree to the installation of a 6kw solar system on the roof of Unit 9

Motion CARRIED.

VOTES Yes : 6 No: 1 Abs: 0 Inv: 0

Approval has been granted for the owner of Unit 9 to install a 6kw solar system on their roof as per the details of the vote.

Orig. LF 11855552



11:54 28-Nov-2012

2 of 2

Fees: \$0.00

LANDS TITLES REGISTRATION,
OFFICE
SOUTH AUSTRALIA

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

FORM APPROVED BY THE REGISTRAR-GENERAL

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

Prefix
LF
Series No.
2

232

C27564.

BELOW THIS LINE FOR AGENT USE ONLY

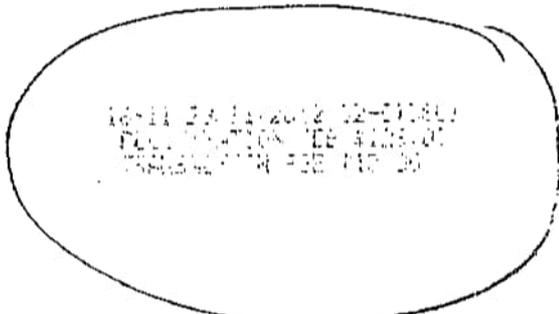
AGENT CODE

Lodged by: CONVEYANCING DOMAIN COND

Correction to: CONVEYANCING DOMAIN COND

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

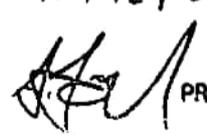
1. at 5791/950
2. UNIT ENTITLEMENTS
3. _____
4. _____



PICK-UP NO.	
CP	

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

ITEM(S)	AGENT CODE

CORRECTION	PASSED
DV50 3/12/2012	<i>sf</i>
REGISTERED 11/12/2012	
 	
REGISTRAR-GENERAL	

TERMS OF INSTRUMENT NOT
CHECKED BY LAND TITLE OFFICE
BY-LAWS

Development No: 050/C008/10

BY LAWS

COMMUNITY PLAN NO. 27564

225 PROSPECT ROAD, PROSPECT SA 5082

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



Joanna Moutzouris
405A TAPLEYS HILL ROAD
FULHAM GARDENS SA 5024



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**TERMS OF INSTRUMENT NOT
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COMMUNITY TITLES ACT, 1996

BY-LAWS

COMMUNITY CORPORATION NUMBER 27564 INC.

IMPORTANT NOTICE

These By-Laws bind the Corporation; the Lot holders and any persons entering the community parcel.

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

Part 1 – Definitions and Interpretations

1. DEFINITIONS.

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

“**Act**” means the Community Titles Act 1996 as amended;

“**Common Property**” means the Common Property created by the Community Plan;

“**Corporation**” means the Community Corporation Number 27564 Inc. constituted in accordance with Part 9 of the Act and includes, agent, servant, contractor or representative of the Corporation appointed in writing;

“**Community Parcel**” means the whole of the land comprised in the Community Plan;

“**Community Plan**” means a Community Corporation Plan No. 27564;

“**Council**” means the corporation of the City of Prospect;

“**Lot**” means a Community Lot comprised in the Community Plan.

“**Lotholder**” means the owner of a Lot;

“**Management Agreement**” means any agreement appointing the Managing Agent pursuant to Section 75 (5) of and Regulation 15 to the Act;

“**Managing Agent**” means the company for the time being appointed by the Corporation as its managing agent and a reference in these by-laws to the Corporation shall, where there is such a managing agent, be construed as a reference to that managing agent unless the context otherwise requires;

“**Occupier**” of a Lot includes, if a Lot is unoccupied, the owner of the Lot;

“**Primary Community Plan**” means community plan no. ;

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

"Security Key" means a key, magnetic card or device used to open and close doors, gates or locks in respect of a Lot or the Common Property.

2. Interpretation

Unless the contrary intention appears the following applies:

- 2.1 A reference to an instrument includes any variation or replacement of it.
- 2.2 A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- 2.3 The singular includes the plural and vice versa.
- 2.4 The word "person" includes a firm, a body corporate, an association or an authority.
- 2.5 Words of any gender include every gender.
- 2.6 A reference to a person or company includes a reference to that person's or company's executors, administrators, successors, substitutes (including, without limitation persons taking by notation) and assigns.
- 2.7 A reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later.
- 2.8 Headings are inserted for convenience and do not affect the interpretation of these by-laws.
- 2.9 The obligations and restrictions in these by-laws shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Corporation from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these by-laws in respect of the person or persons to whom they are given. Without limiting the foregoing, these rules shall be read subject to the rights of Corporation to conduct marketing activities on the Common Property until all of the Lots are sold, including (without limitation):
 - 2.9.1 allowing invitees to have access to the Common Property.
 - 2.9.2 placing and maintaining sale signs, insignia and other fixtures and fittings for marketing purposes on the Common Property.

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

PART 2 – MANDATORY BY-LAWS

- 3. Administration, Management and Control of the Common Property.**
- 3.1 The Community Corporation is responsible for the administration, management and control of the common property.
- 3.2 The Corporation may appoint a management committee which shall be responsible to the Corporation for the administration, management and control of the Common Property except with respect to matters concerning:
- 3.2.1 the appointment of a managing Agent pursuant to by laws 3.3
- 3.2.2 maintenance, up grading or improvements to the Common Property where the item to be considered exceeds \$1,000.00
- 3.2.3 the Corporations obligations regarding the insurance under the Act.
- 3.3 The Corporation may appoint a Managing Agent to carry out, on behalf of the Corporation, the function of administering, managing and controlling the Common Property.
- 3.4 The Corporation may appoint the Managing Agent pursuant to a management agreement that is subject to review at reasonable intervals.
- 4. Corporation's Obligations Under the Act**
The Corporation must as required by the Act;
- 4.1 hold annual general meetings;
- 4.2 prepare accounting records of the Corporation's receipts and expenditure and an annual statement of accounts;
- 4.3 have the annual statement of accounts audited;
- 4.4 establish administrative and sinking funds; and
- 4.5 maintain a register of the names of the owners of the Lots.
- 5. Use and Enjoyment of the Common Property**
- 5.1 The Common Property is, subject to the Act and these by-laws, for the common use and enjoyment of Lotholders, Occupiers and their invitees.
- 5.2 The Corporation shall be responsible for the care and control of the Facilities.
- 5.3 A person must not, without the authorisation of the Community Corporation, deposit any object or material on the common property if it is likely to be hazardous or offensive to other persons using the common property.
- 5.4 Except as permitted by these By-Laws or the Community Corporation the driveway and any other common area of the Common Property shall not be obstructed by any person or be used by any person for any purpose other for ingress or egress from the Community Lots.
- 5.5 Subject to any other by-laws which affects these matters

5.5.1 A person must not park a motor vehicle on the common property.

5.5.2 A person driving a vehicle on the on the common property must comply with the rules applicable on a public road and within a speed limit of not more than 10kmh or any other speed limit which may be set by the Corporation from time to time.

PART 3 – COMMUNITY PARCEL

6. Prohibited Activities

A person bound by these by-laws must not on the Community Parcel:

- 6.1 hang any laundry or other items out to dry or air in public view on or about any part of or in the Community Parcel;
- 6.2 make or allow their visitors to make undue noise in or about the Community Parcel;
- 6.3 interfere or allow their visitors to interfere with others' use or enjoyment of the Community Parcel;
- 6.4 are in appropriately or inadequately clothed in the opinion of the Corporation when upon the Community Parcel so as to be visible from another Lot or the Common Property;
- 6.5 use any language or behave in a manner likely to cause offence or embarrassment to others when on the Community Parcel;
- 6.6 damage or deface any building or sign or structure on the Community Parcel;
- 6.7 disobey reasonable directions or requests from an officer of the Corporation;
- 6.8 carry on a business of buying or selling or offering or exposing for sale any goods, merchandise, commodity or services on the Community Parcel without the consent of the Corporation;
- 6.9 use any portion of the Community Parcel as a business premises at which goods are sold to the public by retail or at which services are provided to the public or to which the public is invited to negotiate for sale of services without the consent of the Corporation;
- 6.10 carry, use, discharge or expose any firearm, explosive, fireworks, air gun or other weapon;
- 6.11 obstruct any persons lawful access to any Lot or to the Common Property;

TERMS OF INSTRUMENT NOT
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BY-LAWS

Development No: 050/C008/10

- 6.12 park or stand a motor vehicle in a parking space or elsewhere allocated for others or on a part of the Community Parcel on which the parking or standing of motor vehicles is not authorised by the Corporation and the Corporation shall in addition to any other power, authority, duty and function imposed or conferred upon the Corporation have the power to tow away any motor vehicle parked or standing in contravention of these by-laws at the expense of the person whose act or default has occasioned such contravention and such person shall indemnify the Corporation in respect of all claims for costs and damages arising out of such actions;
- 6.13 marks, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Community Parcel without the consent of the Corporation;
- 6.14 rollerblade, roller-skate or ride a skateboard;
- 6.15 ride any bicycles or drive any motorized vehicles (other than wheelchairs and like vehicles used by handicapped persons or other vehicles approved by the Corporation) except in areas specifically set aside for the purpose;
- 6.16 permit any bicycle to be brought into their Lot or the foyer, stairwells, lifts, hallways, garden areas, balconies or other parts of the Common Property as may be designated by the Corporation or the Managing Agent from time to time;
- 6.17 erect or fix any sign or notice to any part of the Common Property or their Lot where it can be seen from any exterior position, except as required by law;
- 6.18 allow any glazed portions of their Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated with intention to change the visual characteristics of the glazing;
- 6.19 paint, finish or otherwise alter the external facade of any building or improvement forming part of the Common Property or their Lot;
- 6.20 store, place, display or hand any chattel or item (including without limitation any item of clothing) on or from a balcony or terrace forming part of the Common Property and their Lot without the consent of the Corporation except for pot plants and barbeques, outdoor chairs and tables;
- 6.21 install any equipment or apparatus of any kind (including but not limited to, any blind, light fitting, awning, air conditioning unit, antenna or satellite dish) which;
 - 6.21.1 extends outside the boundaries of their Lot; or

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CHECKED BY LAND TITLE OFFICE
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- 6.21.2 is located on any balcony; or
 - 6.21.3 protrudes from any building or balcony forming part of their Lot, without first obtaining the written consent of the Corporation;
 - 6.22 without limiting by-law 6.21 affix a satellite dish to any part of the Common Property;
 - 6.23 permit any bicycle to be stored other than in the areas of the Common Property designated by the Corporation or the Managing Agent for such purpose; and
 - 6.24 use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape
- 7. Support and Provision of Services**
Except for the purposes of maintenance and renewal and with the written anything or permit anything to be done on or in relation to that Lot or the consent of the Corporation, a Lotholder of Occupier of a Lot must not do Common Property so that:
- 7.1 any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with;
 - 7.2 the structural and functional integrity of any part of the Common Property is impaired; or
 - 7.3 the passage or provision of services through the Lot or the Common Property is interfered with.

PART 4 – COMMON PROPERTY

- 8. Prohibited Activities**
A person shall not undertake any of the following activities or do any of the following things on the Common Property:
- 8.1 camp or sleep overnight;
 - 8.2 play cricket, golf or any other game in such a manner as to interfere with safety or comfort of any other person;
 - 8.3 perform the work or repairing, washing, painting, panel beating or other work of any nature on any vehicle or other equipment (except in any area provided for such activity) provided that this paragraph shall not extend to running repairs in the case of breakdown;
 - 8.4 carry on any business or sell or offer or expose for sale any goods, merchandise or the provision of any services;

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- 8.5 carry, use, discharge or expose any firearm, explosive fireworks, air gun or other weapon;
 - 8.6 obstruct any corridor, hallway, passage or other access way;
 - 8.7 smoke nor allow persons under his or control to smoke in those parts of the Common Property that the Corporation or the Managing Agent may designate as non-smoking areas from to time; or
 - 8.8 neither consume nor permit persons under his or her control to consume alcohol or take glassware onto the Common Property without the consent of the Corporation or the Managing Agent.
9. **Corporation to Keep Common Property in Good Repair**
The Corporation must keep the Common Property in a state of good and serviceable repair and shall always properly maintain all chattels, fixtures and fittings (including walkways, stairways, lifts, hand rails and intercoms (if any) held by the Corporation or used or intended, adapted or designed for use in connection with Common Property or the enjoyment thereof by the Lotholders or Occupies or their families or visitors and for this purpose may enter into an appropriate contract with a third party for such party to provide such services for the benefit of Lotholders on behalf of the Corporation.
10. **Security of Common Property**
A Lotholder or Occupier of a Lot must not do anything which may prejudice the security or safety of the Common Property.
11. **Notification of Defects**
A Lotholder or Occupier of a Lot must promptly notify the Corporation or the Managing Agent on becoming aware of any damage to or defect in the Common Property.
12. **Compensation to Corporation**
A Lotholder or Occupier of a Lot will compensate the Corporation for any damage to the Common Property or personal property vested in the Corporation caused by that Lotholder or Occupier or their respective tenants, licensees or invitees.
13. **Restricted Use of Common Property**
The Corporation may take measures to ensure the security and to preserve the safety of the Common Property and the Lots affected by the Corporation from fire or other hazards and without limitation may:
- 13.1 close off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by Lotholders or Occupiers of any part of the Common Property;

- 13.2 permit to the exclusion of Lotholders and Occupies, any designated part of the Common Property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots;
- 13.3 restrict by means of a Security Key the access of Lotholders or Occupiers;

PART 5 – USE OF COMMUNITY LOTS

14. Good Repair

A Lotholder must:

- 14.1 maintain the Lot in good repair;
- 14.2 carry out any work ordered by a council or other public authority in respect of the Lot;
- 14.3 carry out work required by the Corporation in respect of the Lot.

15. Use of Lot

A person bound by these by-laws;

- 15.1 must not use the Lot, or permit the Lot to be use, for any unlawful purpose;
- 15.2 must not do or permit or cause permit or suffer to be done or permitted on or about the Lot, any act, matter or thing whatsoever which is or may in the opinion of the Corporation be an offence under any Act of South Australia or the Commonwealth of Australia or regulation or by-law thereunder for the time being in force;
- 15.3 must allow the Corporation, access to the Lot for the purpose of carrying out maintenance;
- 15.4 must pay all rates, taxes, charges, outgoings and assessments in respect of their Lot as they become due and payable;
- 15.5 must subject to the Act and these by-laws notify the Corporation of any repairs and maintenance required to their Lot;
- 15.6 must, if requested by the Corporation entrust any repairs and maintenance to the Corporation and shall pay the Corporation's reasonable costs incurred therewith;
- 15.7 must not change the use or alter the character of the Lot or make or permit to be made any additions or alterations of any kind in or to the Lot unless

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express approval for doing so has been obtained by a unanimous resolution at a general meeting of the Corporation and the said person has complies with the provisions of by-law 17;

- 15.8 must not do or omit or suffer to be done or omitted any act, matter or thing which may interfere with or impede any fire, security or other safety doors in any way and without limiting the generality of the foregoing the Lotholder or Occupier of the Lot shall ensure that all doors are kept locked or secure in an operation state (as the case may be) when not in immediate use;
 - 15.9 must take every reasonable precaution when watering plants on any balcony or flower box of the Lot to prevent water overflowing upon any other Lot or the Common Property;
 - 15.10 must surrender all Security Keys belonging to the Lot or the Building to the Corporation on the sale of the Lot and secure the same undertaking from any tenant on the termination of any tenancy;
 - 15.11 must not use a hose or high pressured water spraying device to clean the balcony of the Lot;
 - 15.12 must take every reasonable precaution to prevent items from blowing or dropping off the balcony of the Lot;
 - 15.13 must ensure compliance with fire laws in respect of the Lot; and
 - 15.14 must not breach the fire regulations by installing unapproved dead locks or peep holes that would void the Corporation's insurance policy.
- 16. Lotholder's Responsibilities**
The maintenance and repair of the hot water system, air conditioning, tiling on the Lot balcony and in the bathroom and kitchen of the Lot is the responsibility of the Lotholder,
- 17. Renovation and Refurbishment of Lots.**
- 17.1 A Lotholder or Occupier shall not perform or carry out any prescribed work to or upon the Lot unless:
 - 17.1.1 such person has submitted a proposal for such refurbishment, renovation, alterations or additions to the Corporation for its consideration and referral (at the option of the Corporation) to an architect of its choosing and the Corporation has granted its consent (which may be subject or conditions) to the prescribed work;
 - 17.1.2 such person has consulted with the architect appointed by the Corporation to advise it in respect of such refurbishment,

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- renovation, alterations or additions and paid to the Corporation the costs incurred by the Corporation of engaging such architect;
- 17.1.3 such person has obtained all necessary consents or approvals from any government or statutory authority pertaining to such alterations or additions and shall upon request from the Corporation provide the Corporation with a copy of any such consents or approvals;
- 17.1.4 such person has made prior arrangements with the Corporation in relation to permitting persons such as workers in to the Lots and make sure that such workers have appropriate current public liability insurance cover;
- 17.1.5 such person ensures that workers are only permitted to enter a Lot in the presence of the Lotholder, the Occupier commissioning the work to be undertaken or the Corporation.
- 17.2 In carrying out the prescribed work the Lotholder shall ensure that:
- 17.2.1 all work is carried out strictly in accordance with provisions of the consents granted by the Corporation and any government or statutory authority;
- 17.2.2 all work is undertaken by qualified trades people in a proper and workmanlike manner;
- 17.2.3 all work is undertaken only between the hours of 10.00 am and 4.00 pm on Mondays to Fridays other than public holidays;
- 17.2.4 adequate precautions have been taken to ensure that all Common Property is fully protected against damage;
- 17.2.5 any damage caused to the Common Property is rectified to the satisfaction of the Corporation and at the cost of the Lotholder;
- 17.2.6 all Common Property areas are left in a clean and tidy condition on the completion of works each day;
- 17.2.7 all work is undertaken in such a way so as to cause minimum disturbance or inconvenience to the Lotholders or Occupiers of any other Lots;
- 17.2.8 all appropriate insurance cover in an amount nominated by the Corporation against damage to persons and property which may be caused or may arise out of such refurbishment, renovation, alterations or additions is affected and shall ensure that upon request from the Corporation is provided with a copy of such insurance policy or policies;
- 17.2.9 the Corporation is able to inspect the work being undertaken from time to time until such work is complete upon reasonable notice of such intended inspections;
- 17.2.10 all rubble or refuse arising from the performance of such refurbishment, renovation, alterations or additions must not be disposed of in domestic garbage bins but must be disposed of as directed by the Corporation; and
- 17.2.11 where such person proposes to remove and replace the floor covering to the floor of any part of a lot and where such person

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proposes to replace the existing floor covering with a hard surface floor covering, then except where such person has obtained the consent of the Corporation, the person must insert an acoustic underlay between the floor and the hard floor covering.

- 17.3 For the purpose of this by-law, "prescribed work" in relation to a Lot means:
- 17.3.1 the erection, alteration, demolition or removal of a Lot;
 - 17.3.2 the alteration of the external appearance of a Lot;
 - 17.3.3 the removal of or addition to any structural or Common Property brick or concrete wall or slab construction;
 - 17.3.4 the installation, removal or replacement of any tiling to any part of the Lot;
 - 17.3.5 the installation, removal or replacement of any flooring;
 - 17.3.6 alterations to any air conditioning, plumbing, electrical, audio drilling, cutting or chasing of holes in the walls, floor or ceilings of any part of the Lot;
 - 17.3.7 any works to a Lot which is likely to cause noise or disturbance to any other Lotholder.

18. Moving Articles To and From Lots

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

- 18.1 Goods or furniture may be delivered to and from the Lot only through such entrances at such times and in such manner as will ensure minimum interference with persons using the entrances or Common Property and will be subject to the prior approval of and under the supervision of the Corporation; and
- 18.2 Goods or furniture shall not be left on the Common Property at any time and if so left may be removed by the Corporation at the expense and risk of the Lotholder.

19. Removal of Persons

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

20. Storage of Flammable Liquids

- 20.1 A Lotholder or Occupier of a Lot must not:
 - 20.1.1 except with the written consent of the Corporation, use or store on the Lot or Common Property and flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or

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20.1.2 do or permit anything which may invalidate or suspend any insurance policy affected by the Corporation or cause any premium to be increased without the prior written consent of the Corporation

21. Pets and Animals

21.1 A Lotholder or Occupier of a Lot may keep a domestic animal in his or her Lot and may allow that animal access to the Common Property.

21.2 If any animal causes a nuisance the Corporation may give notice to the Lotholder or Occupier to remove the animal from the Lot or the Common Property (or both). The Lotholder or Occupier must remove the animal from the Lot or Common Property immediately upon receipt of the notice from the Corporation.

21.3 A Lotholder or Occupier of a Lot must ensure that any animal in his or her control does not urinate or defecate on the Common Property.

22. Leasing

Where a Lotholder leases the Lot the Lotholder must inform the Corporation of the identity of the Lessee and the essential terms and conditions of the Lease.

23. Change in Ownership

A Lotholder must immediately notify the Corporation of any change in ownership of the Lot, or any change in address of a Lotholder.

24. Right to Enter Lot

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

24.1 to inspect the Lot;

24.2 to carry out maintenance repairs or work; and

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

25. Sale of Lot

A person bound by these by-laws:

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

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- 25.2 must not cause, suffer or permit any signs advertising the sale of the Lot to be placed on or in the Community Parcel;
- 25.3 must not interfere with or comprise the security system of the building when conducting an open inspection of the Lot.
- 26. Disposal of Garbage**
- 26.1 A person bound by these by-laws must not on the Community Parcel dispose of any rubbish or other material except by depositing the same in the receptacle or areas (if any) specifically provided; and
- 26.2 A person bound by these by-laws shall dispose of any rubbish or other material on the Community Parcel in accordance with the rubbish disposal policies passed from time to time by the Corporation.
- 27. Observance of By-Laws**
- 27.1 Where these by-laws restrict the behavior or activity of a Lotholder or Occupier of a Lot there shall be imposed upon that Lotholder or Occupier an obligation not to permit that behavior or activity.
- 27.2 A Lotholder or Occupier of a Lot shall take all reasonable steps to ensure that their visitors or invitees comply with the provisions of these by-laws and in the event of their inability for any reason to ensure such compliance by any such visitor or invitee, they shall thereupon ensure that such visitor or invitee leave the Community Parcel.
- 28. Insurance**
- 28.1 The Corporation may take out insurance against loss or damage to the Lots and Common Property in the Community Parcel which insurance shall be to the benefit of all Lotholders and may take out its own public liability insurance.
- 28.2 Each Lotholder must reimburse the Corporation for the Lotholder's proportion (as determined pursuant to section 114(3) of the Act) of the costs incurred by the Corporation in procuring such insurance which forms part of the Lotholder's contribution to the Corporation.
- 28.3 Each Lotholder shall carry their own third party property and public liability insurance on the Lot extending to cover any person occupying the Lotholder's Lot.
- 28.4 The policy of insurance to be carried by the Lotholder shall be issued by a company approved by the Corporation and shall give such cover as the Corporation in its absolute discretion may require, the minimum requirement being that such a policy of insurance shall give cover for loss or damage to property or person of third parties to a minimum of \$10,000,000 in respect of any one accident or event.

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

29. Indemnity and Release.

A person bound by these by-laws shall:

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

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

30. Window Coverings

A Lotholder or Occupier or a Lot must install or procure the installation of window furnishings to the interior of any windows within 30 days of taking occupation of the Lot:

31. Corporation May Make Rules

The Corporation or the Managing Agent may make rules relating to the Common Property not inconsistent with these by-laws and they shall be observed by the Lotholders 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 Corporation.

PART 6 – GENERAL

32. Corporation's Rights and Powers – Unpaid Levies

32.1 A Lotholder (which includes a corporation and a mortgagee in possession) must pay on demand:

32.1.1 the whole of the Corporation's costs and expenses (including legal) incurred in recovering levies or money levied upon that Lotholder's Lot by the Corporation pursuant to the Act or pursuant to the by-laws, and

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- 32.1.2 any costs that are ordered to be paid by the Lotholder to the Corporation by any Court Tribunal or body with authority to order the payment of costs.
- 32.2 If the Lotholder does not pay such costs and expenses after demand is made for them, the Corporation may take action to recover them in any Court of competent jurisdiction provided that, in respect of the Corporation's party and party costs, the Corporation complies with any procedure for the taxation and recovery of cost provided for in the rules of the court, tribunal or other body which orders payment of costs in favour of the Corporation. The Corporation may also enter any costs payable to it against the levy account of the Lotholder's Lot and note the amount of such costs on any certificate issued in respect of the Lot pursuant to the Real Property Act.
- 32.3 If a contribution levied under the Act is unpaid 30 days after it falls due for payment, the amount of the unpaid contribution will bear interest at the annual rate determined by the Corporation from time to time, unless otherwise determined by ordinary resolution at a general meeting. At the discretion of the Corporation, any Managing Agent has discretion to write off interest to a limit to be determined by the Corporation from time to time.
- 32.4 If when a person becomes the Lotholder of a Lot, another person is liable in respect of the Lot to pay interest on a contribution, the Lotholder is jointly and severally liable with the other person for the payment of the interest.
- 32.5 The amount of any interest is recoverable by the Corporation as a liquidated debt.
- 32.6 If the Corporation spends money to make good damage caused by a breach of the Act, or of these by-laws by any Lotholder or the tenants, occupiers, guests, servants, employees, children, invitees or licensees of the Lotholder the Corporation may recover the amount spent as a debt in an action in any Court of competent jurisdiction from the Lotholder of the Lot at the time when the breach occurred.
- 33. Services**
Notwithstanding any implication or rule of law to the contrary, the Corporation shall not in any circumstances be liable to the Lotholder for any loss or damage suffered by the Lotholder for any malfunction, failure to function or interruption of or to the water, gas, electricity, power, telephone or other services to the Lot or for blockage of any sewers, wastes, drains, gutters, downpipes or storm water drains from any cause whatsoever.

34. Sinking Fund

34.1 The Corporation may establish a sinking fund to fund the provision of major item of repair or maintenance to the Community Parcel.

34.2 The Corporation must advise the Lotholders in writing of the establishment of any such fund and of the contribution to be made by the Lotholder.

34.3 The following provisions shall apply to any sinking fund established under these by-laws:

34.3.1 the corporation will establish a separate fund for such monies and all monies paid by the Lotholder in this regard will be paid into that fund; and

34.3.2 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.

35. Complaints and Applications

Any complaints or applications to the Corporation must be addressed in writing to the Managing Agent, or where there is no Managing Agent, the secretary of the Corporation.

36. Offences

A person who contravenes or fails to comply with the provisions of these by-laws is guilty of an offence. Maximum penalty: The maximum permitted by the Act from time to time.

37. Breach

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

38. Waiver

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

39. Notice

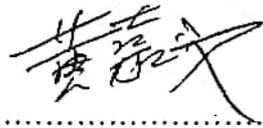
Any notice required to be served under these by-laws shall be sufficiently served on the Lotholder if left on the Lot addressed to the Lotholder or if addressed to the Lotholder at the last known address of the Lotholder and forwarded by pre-paid post and if a notice is given by post it shall be deemed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

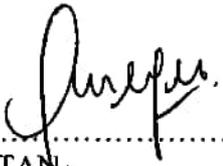
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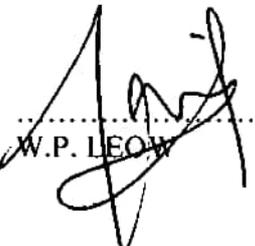
Executed by:-


.....
T.Z. LI


.....
C. LI


.....
S.L. TAN


.....
S.H. LEUNG


.....
W.P. LEONG

Dated this 4th day of December 2012



CERTIFICATE OF CURRENCY

THE INSURED

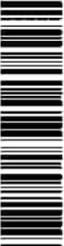
POLICY NUMBER	SRSC23003379
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	Community Corporation No. 27564 225 Prospect Road, Prospect, SA, 5082
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 15/05/2025 Expiry Date: 4:00pm on 15/05/2026
INTERMEDIARY ADDRESS	Horner Management Pty Ltd 232 South Road, Mile End, SA, 5031
DATE OF ISSUE	15/05/2025

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$6,259,026
		Common Area Contents	\$62,590
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$938,854
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
SECTION 2	Liability		\$30,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$250,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		Not Included
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
SECTION 11	Loss of Lot Market Value		Not Included

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.

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.

PURPOSE: PRIMARY COMMUNITY	AREA NAME: PROSPECT	APPROVED: 13/01/2020	 C27564 SUBSTITUTE SHEET SHEET 1 OF 3 <small>70378_lexl_01_v08_Version_8</small>
MAP REF: 562840E	COUNCIL: THE CITY OF PROSPECT	DEPOSITED: 11/12/2012	
LAST PLAN: F57238	DEVELOPMENT NO.: 050C008/10/001/33607, 050C018/18/001/57632		

AGENT DETAILS: PINKSTERBOER PROPERTY
 220 HENLEY BEACH ROAD
 TORRENSVILLE SA 5031
 PH: 83402207
 FAX: 82417901

SURVEYORS: I Alistair Tennant, 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
 13th day of January 2020 Alistair Tennant Licensed Surveyor

AGENT CODE: PINK
REFERENCE: 19092

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	ALLOTMENT(S)	NUMBER	PLAN	NUMBER HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	5791	990				20	D	1641 YATALA		

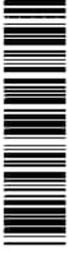
OTHER TITLES AFFECTED: CT 6104/694 , CT 6104/695 , CT 6104/696 , CT 6104/697 , CT 6104/698 , CT 6104/699

EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION

ANINOTATIONS: THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT TIME OF SURVEY
 THE COMMON PROPERTY IS DESIGNATED (C1) FOR LAND INFORMATION PURPOSES ONLY AND DOES NOT PROVIDE A LEGAL IDENTIFIER FOR THE COMMON PROPERTY

PORTION OF LOTS 1,2 AND 3 MARKED T EXIST ABOVE A LEVEL OF 29.47 METRES AHD
 PORTION OF THE COMMON PROPERTY MARKED T EXIST BELOW A LEVEL OF 29.47 METRES AHD
 PORTION OF LOTS 4 AND 5 MARKED U EXIST ABOVE A LEVEL OF 30.38 METRES AHD
 PORTION OF THE COMMON PROPERTY MARKED U EXIST BELOW A LEVEL OF 30.38 METRES AHD
 PORTION OF LOTS 6 AND 7 MARKED V EXIST ABOVE A LEVEL OF 30.89 METRES AHD
 PORTION OF THE COMMON PROPERTY MARKED V EXIST BELOW A LEVEL OF 30.89 METRES AHD
 PORTION OF LOTS 8 AND 9 MARKED W EXIST ABOVE A LEVEL OF 31.37 METRES AHD
 PORTION OF THE COMMON PROPERTY MARKED W EXIST BELOW A LEVEL OF 31.37 METRES AHD
 PORTION OF LOTS 10 AND 11 MARKED X EXIST ABOVE A LEVEL OF 31.89 METRES AHD
 PORTION OF THE COMMON PROPERTY MARKED X EXIST BELOW A LEVEL OF 31.89 METRES AHD



C27564

SUBSTITUTE SHEET
SHEET 2 OF 3

70376_text_01_v08_Version_3

PORTION OF LOTS 12 AND 13 MARKED Y EXIST ABOVE A LEVEL OF 32.38 METRES AHD
PORTION OF THE COMMON PROPERTY MARKED Y EXIST BELOW A LEVEL OF 32.38 METRES AHD
PORTION OF LOTS 14 AND 15 MARKED Z EXIST ABOVE A LEVEL OF 32.88 METRES AHD
PORTION OF THE COMMON PROPERTY MARKED Z EXIST BELOW A LEVEL OF 32.88 METRES AHD

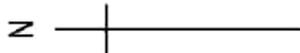
SUBSTITUTE SHEET

C27564

SHEET 3 OF 3

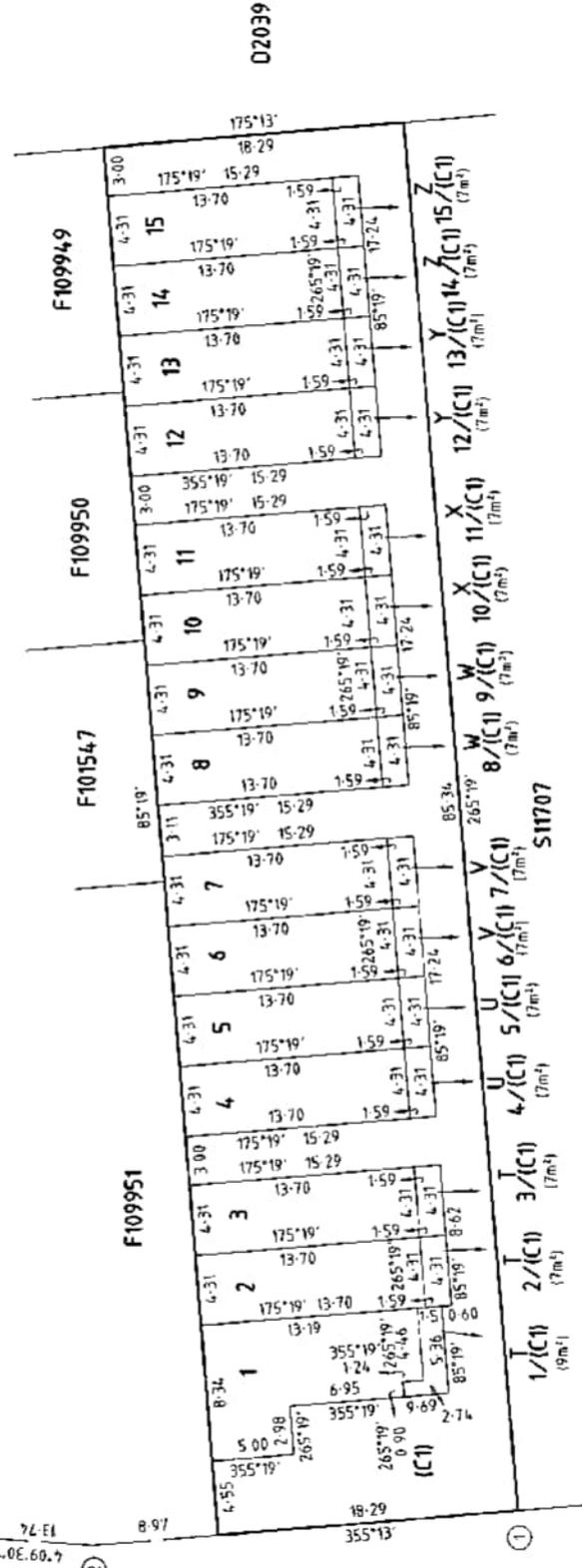
LOT No.	TOTAL AREA
1	5.9m ²
2	6.9m ²
3	6.9m ²
4	6.9m ²
5	6.9m ²
6	6.9m ²
7	6.9m ²
8	6.9m ²
9	6.9m ²
10	6.9m ²
11	6.9m ²
12	6.9m ²
13	6.9m ²
14	6.9m ²
15	6.9m ²

70378_pland_1_V03_Version_8
 BEARING DATUM: (1) - (2) 355°13'
 DERIVATION: F57238 ADOPTED
 TOTAL AREA: 1561m²



REGENCY ROAD

PROSPECT ROAD



02039

LOCATION PLAN



PINKSTERBOER PROPERTY

PLANNING - SURVEYING - CONVEYANCING
 220 HENLEY BEACH ROAD TORRENSVILLE, SA, 5031
 PHONE: (08) 8340 2207 FAX: (08) 8241 7901
 Email: surveyors@pinksterboer.com.au

REF No 19092-4 | DATE 10/07/19 | DRN DBS | REV 04

SUBSTITUTE SHEET

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

C27564

SHEET 1 OF 2

ACCEPTED

Mark H. Hill 25/5/2020
REGISTRAR-GENERAL
PAC

DEV. No. 050/C018/18/001
050/C008/10/001/33607

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENTS	SUBDIVIDED
1	830	
2	655	
3	655	
4	655	
5	655	
6	655	
7	655	
8	655	
9	655	
10	655	
11	655	

COMMUNITY PLAN NUMBER

C27564

SHEET 2 OF 2

ACCEPTED

Mark McGill 25/5/2020
REGISTRAR-GENERAL
PBD

DEV. No. 050/C018/18/001
050/C008/10/001/R3607

LOT ENTITLEMENT SHEET
SUBSTITUTE SHEET

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENTS	SUBDIVIDED
12	655	
13	655	
14	655	
15	655	
AGGREGATE	10,000	

CERTIFICATE OF LAND VALUER

I, Andrew Lee Nobes, being a land valuer within the meaning of the Land Valuers Act 1994, certify that the schedule is correct for the purposes of the Community Titles Act 1996.

Dated the 21st day of January 2020



Signature of Land Valuer

PURPOSE: PRIMARY COMMUNITY AREA NAME: PROSPE
 MAP REF: 6628/40/E COUNCIL: THE CITY
 LAST PLAN: F57238 DEVELOPMENT NO: 050/C008/

AGENT DETAILS: PINKSTERBOER PROPERTY
 220 HENLEY BEACH ROAD
 TORRENSVILLE SA 5031
 PH: 83402207
 FAX: 82417901
 SURVEYORS CERTIFICATION: I Alistair T
 infrastru
 the Comm
 13th day o
 AGENT CODE: PINK
 REFERENCE: 19092

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER
CT	5791	950		ALLOTMENT(S)	20

OTHER TITLES AFFECTED: CT 6104/694 , CT 6104/695 , CT 6104/696 , CT 6104/697 , CT 6104/698 , CT 6104/699

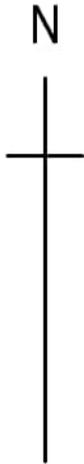
EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER

ANNOTATIONS: THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT TIME OF SURVEY
 THE COMMON PROPERTY IS DESIGNATED (C1) FOR LAND INFORMATION PURPOSES ONLY AND DOES N
 PORTION OF LOTS 1,2 AND 3 MARKED T EXIST ABOVE A LEVEL OF 29.47 METRES AHD
 PORTION OF THE COMMON PROPERTY MARKED T EXIST BELOW A LEVEL OF 29.47 METRES AHD
 PORTION OF LOTS 4 AND 5 MARKED U EXIST ABOVE A LEVEL OF 30.38 METRES AHD
 PORTION OF THE COMMON PROPERTY MARKED U EXIST BELOW A LEVEL OF 30.38 METRES AHD
 PORTION OF LOTS 6 AND 7 MARKED V EXIST ABOVE A LEVEL OF 30.89 METRES AHD
 PORTION OF THE COMMON PROPERTY MARKED V EXIST BELOW A LEVEL OF 30.89 METRES AHD
 PORTION OF LOTS 8 AND 9 MARKED W EXIST ABOVE A LEVEL OF 31.37 METRES AHD
 PORTION OF THE COMMON PROPERTY MARKED W EXIST BELOW A LEVEL OF 31.37 METRES AHD
 PORTION OF LOTS 10 AND 11 MARKED X EXIST ABOVE A LEVEL OF 31.89 METRES AHD
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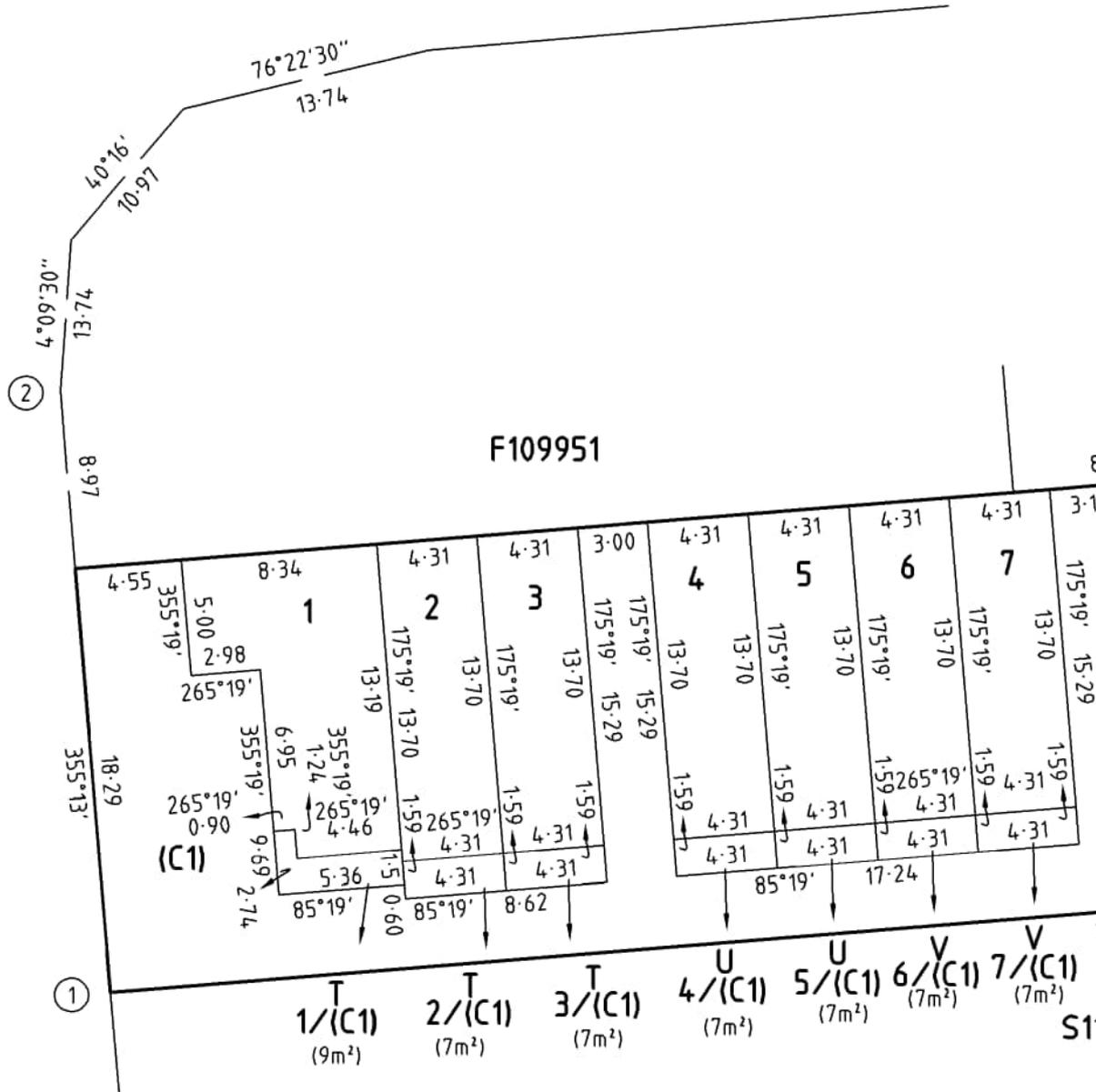
PORTION OF LOTS 12 AND 13 MARKED Y EXIST ABOVE A LEVEL OF 32.38 METRES AHD
PORTION OF THE COMMON PROPERTY MARKED Y EXIST BELOW A LEVEL OF 32.38 METRES AHD
PORTION OF LOTS 14 AND 15 MARKED Z EXIST ABOVE A LEVEL OF 32.88 METRES AHD
PORTION OF THE COMMON PROPERTY MARKED Z EXIST BELOW A LEVEL OF 32.88 METRES AHD

SUBSTITUTE SHEET



PROSPECT ROAD

REGENCY ROAD



PINKSTERBOER PROPERTY

PLANNING - SURVEYING - CONVEYANCING
 220 HENLEY BEACH ROAD TORRENSVILLE, SA, 5031
 PHONE (08) 8340 2207 FAX (08) 8241 7901
 Email: surveyors@pinksterboer.com.au

SCALE



SUBSTITUTE S
LOT ENTITLEMENT

SCHEDULE OF LOT ENTIT	
LOT	LOT ENTITLEMENT
1	830
2	655
3	655
4	655
5	655
6	655
7	655
8	655
9	655
10	655
11	655



Government
of South Australia
Department for Infrastructure
and Transport

In reply please quote LA250804
Enquiries to Jaswanth Lella – 7133 3433

3 October 2025

Info Track
GPO Box 4029
Sydney NSW 2001
qldsearching@infotrack.com.au

Dear Sir/Madam

PROPERTY AT 225 PROSPECT ROAD, PROSPECT
ALLOTMENT 8 OF COMMUNITY PLAN 27564
HUNDRED OF YATALA
CERTIFICATE OF TITLE REGISTER BOOK VOLUME 6238 FOLIO 224

**TRANSPORT
STRATEGY AND
PLANNING DIVISION**

Level 7 83 Pirie Street
Adelaide SA 5000
Karna Country

GPO Box 1533
Adelaide SA 5001
DX 171

T 1300 872 677
W dit.sa.gov.au

ABN 92 366 288 135

**Build. Move.
Connect.**

I refer to your enquiry forwarded to Land Services SA - Section 7 Unit (Receipt No.2714636) concerning the above property.

The Metropolitan Adelaide Road Widening Plan shows a possible requirement for a strip of land up to 4.5 metres in width from the Prospect Road frontage of this site (CP 27564) for future upgrading of the Regency Road / Prospect Road intersection. The consent of the Commissioner of Highways under the Metropolitan Adelaide Road Widening Plan Act 1972 is required to all building works on or within 6.0 metres of the possible requirement.

No declaration has been made pursuant to Part 2A of the Highways Act 1926 regarding access to/from the abutting road.

Yours sincerely

**MANAGER, TRANSPORT ASSESSMENT
for COMMISSIONER OF HIGHWAYS**