

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:

[Empty text box for Purchaser name]

Address:

[Empty text box for Purchaser address]

2 ~~Purchaser's registered agent:~~

~~[Empty text box for Purchaser's registered agent name]~~

~~Address:~~

~~[Empty text box for Purchaser's registered agent address]~~

3 Vendor:

Patrice Jean Johnson

Address:

19 Sir Ross Smith Avenue North Haven SA 5018

4 Vendor's registered agent:

First National Real Estate Burton Groves

Address:

1332 North East Road TEA TREE GULLY SA 5091

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

[Empty text box for Date of contract]

6 Description of the land: *[Identify the land including any certificate of title reference]*

CT 6104/676

11/2 Todville Street Woodville West SA 5011

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:

 (being the vendor's last known address); or
- (c) transmitted by fax or email to the following fax number or email address:

(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:

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

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

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

5 - Effect of service

If you serve such 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,~~ Patrice Jean Johnson

of 19 Sir Ross Smith Avenue North Haven SA 5018

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

Date:
 Signed

Date:
 Signed

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

(section 9)



To the purchaser:

I, Kim Henley

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:

Date:
 Signed:

~~*Vendor's / Purchaser's agent~~

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

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

Note -

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

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

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

Table of particulars

Column 1

Column 2

Column 3

[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.]

1. General

1.1 Mortgage of land

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

Is this item applicable?

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

Are there attachments?

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

 YES

 NO

Number of mortgage (if registered):

12088387

Name of mortgagee:

Beyond Bank Australia LTD

1.2 Easement

(whether over the land or annexed to the land)

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

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

Is this item applicable?

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

Are there attachments?

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

Description of land subject to easement:

Nature of easement:

Are you aware of any encroachment on the easement?

If YES, give details:

If there is an encroachment, has approval for the encroachment been given?

If YES, give details:

1.3 Restrictive covenant

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

Is this item applicable?

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

Are there attachments?

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

Nature of restrictive covenant:

Name of person in whose favour restrictive covenant operates:

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

If NO, give details:

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

14 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.)

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

Is this item applicable?

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

NO

Are there attachments?

YES

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

Residential Tenancy Agreement

Name of parties:

Hsuan Ya Lo

Period of lease, agreement for lease etc:

From 11/10/2023

to 10/10/2024

Amount of rent or licence fee:

\$ 500 per week (period)

Is the lease, agreement for lease etc in writing?

YES

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

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

Is this item applicable?

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

Are there attachments?

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

Local Government Inquiry Certificate

Condition(s) of authorisation:

See copy of Local Government Inquiry Certificate attached

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

~~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):~~

~~[]~~

~~Date requirement given:~~

~~[]~~

~~Name of body giving requirement:~~

~~[]~~

~~Nature of requirement:~~

~~[]~~

~~Contribution payable (if any):~~

~~[]~~

[]

[]

[]

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

~~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):~~

~~[]~~

~~Date of agreement:~~

~~[]~~

~~Names of parties:~~

~~[]~~

~~Terms of agreement:~~

~~[]~~

~~Contribution payable (if any):~~

~~[]~~

[]

[]

[]

5.4 section 55 - Order to remove or perform work

~~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):~~

~~[]~~

~~Date of order:~~

~~[]~~

~~Terms of order:~~

~~[]~~

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

~~[]~~

~~Amount payable (if any):~~

~~[]~~

[]

[]

[]

5.5 section 56 - Notice to complete development

~~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):~~

~~Date of notice:~~

~~Requirements of notice:~~

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

~~Amount payable (if any):~~

5.6 section 57 - Land management agreement

Is this item applicable?

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

Are there attachments?

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

Agreement Under Development Act - Land Management Agreement 11835162

Date of agreement: 10th October 2012

Names of parties: City of Charles Sturt and Urban Renewal Authority

Terms of agreement: See copy of Agreement Under Development Act attached

NO

YES

5.7 section 60 - Notice of intention by building owner

~~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):~~

~~Date of notice:~~

~~Building work proposed (as stated in the notice):~~

~~Other building work as required pursuant to the Act:~~

5.8 section 69 - Emergency order

~~*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):*~~

~~_____~~

~~Date of order:~~

~~_____~~

~~Name of authorised officer who made order:~~

~~_____~~

~~Name of authority that appointed the authorised officer:~~

~~_____~~

~~Nature of order:~~

~~_____~~

~~Amount payable (if any):~~

~~_____~~

5.9 section 71 - Fire safety notice

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):

Building Fire Safety Notice

Date of notice:

27th July 2021

Name of authority giving notice:

City of Charles Sturt

Requirements of notice:

See copy of Building Fire Safety Notice attached

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

The Aluminium Core Panels (ACP) must be removed from the external facade of the building and be replaced with cladding which complies with the requirements of the National Construction Code of Australia.

Amount payable (if any):

NO

YES

5.10 section 84 - Enforcement notice

~~*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):*~~

~~_____~~

~~Date of notice given:~~

~~_____~~

5.10 section 84 - Enforcement notice (continued)

~~Name of relevant authority giving notice:~~

~~Nature of directions contained in notice:~~

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

~~Amount payable (if any):~~

5.11 section 85(6), 85(10) or 106 - Enforcement order

~~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):~~

~~Date order made:~~

~~Name of court that made order:~~

~~Action number:~~

~~Names of parties:~~

~~Terms of order:~~

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

5.12 Part 11 Division 2 - Proceedings

~~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):~~

~~Date of commencement of proceedings:~~

~~Date of determination or order (if any):~~

~~Terms of determination or order (if any):~~

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 1966* (repealed)

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Nature of condition(s):~~

7. Emergency Services Funding Act 1998

7.1 section 16 - Notice to pay levy

~~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):~~

~~Date of notice:~~

~~Amount of levy payable:~~

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 attachment even if not applicable.]

Is this item applicable?

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

Are there attachments?

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

Local Government Inquiry Certificate - PlanSA extract

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

Zones: Urban Renewal Neighbourhood (URN)
Overlays and Variations on Local Government Inquiry Certificate - PlanSA extract

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

Is the land designated as a local heritage place?

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?

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?

Note - For further information about the Planning and Design Code visit www.code.plan.sa.gov.au.

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

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

Is this item applicable?

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

Are there attachments?

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

Local Government Inquiry Certificate - PlanSA extract

Date of authorisation:

22nd March 2023

Name of relevant authority that granted authorisation:

City of Charles Sturt

Condition(s) of authorisation:

See copy of Local Government Inquiry Certificate - PlanSA extract attached

29.3 section 139 - Notice of proposed work and notice may require access

~~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):~~

~~Date of notice:~~

~~Name of person giving notice of proposed work:~~

~~Building work proposed (as stated in the notice):~~

~~Other building work as required pursuant to the Act:~~

29.4 section 140 - Notice requesting access

~~**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):~~

~~Date of notice:~~

~~Name of person requesting access:~~

~~Reason for which access is sought (as stated in the notice):~~

~~Activity of work to be carried out:~~

29.5 section 141 - Order to remove or perform work

~~**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):~~

~~Date of order:~~

~~Terms of order:~~

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

~~Amount payable (if any):~~

29.6 section 142 - Notice to complete development

~~**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):~~

~~Date of notice:~~

~~Requirements of notice:~~

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

~~Amount payable (if any):~~

29.7 section 155 - Emergency order

~~**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):~~

~~Date of order:~~

~~Name of authorised officer who made order:~~

~~Name of authority that appointed the authorised officer:~~

~~Nature of order:~~

~~Amount payable (if any):~~

29.8 section 157 - Fire safety notice

~~**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):~~

~~Date of notice:~~

~~Name of authority giving notice:~~

~~Requirements of notice:~~

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

~~Amount payable (if any):~~

29.9 section 192 or 193 - Land management agreement

~~**Is this item applicable?**~~

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

~~**Are there attachments?**~~

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

~~Date of agreement:~~

~~Names of parties:~~

~~Terms of agreement:~~

29.10 section 198(1) - Requirement to vest land in a council or the Crown to be held as open space

~~**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):~~

~~Date requirement given:~~

~~Name of body giving requirement:~~

~~Nature of requirement:~~

~~Contribution payable (if any):~~

29.11 section 198(2) - Agreement to vest land in a council or the Crown to be held as open space

~~**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):~~

~~Date of agreement:~~

~~Names of parties:~~

~~Terms of agreement:~~

~~Contribution payable (if any):~~

29.12 Part 16 Division 1 - Proceedings

~~**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):~~

~~Date of commencement of proceedings:~~

~~Date of determination or order (if any):~~

~~Terms of determination or order (if any):~~

29.13 section 213 - Enforcement notice

~~**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):~~

~~Date notice given:~~

~~Name of designated authority giving notice:~~

~~Nature of directions contained in notice:~~

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

~~Amount payable (if any):~~

29.14 section 214(6), 214(10) or 222 - Enforcement order

~~**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):*~~

~~Date order made:~~

~~Name of court that made order:~~

~~Action number:~~

~~Names of parties:~~

~~Terms of order:~~

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

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



- 1 Name of community corporation:
 Address of community corporation:
- 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):
- (b) particulars of assets and liabilities of the community corporation:
- (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:
- (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:
- (e) if the lot is a community lot, particulars of the lot entitlement of the lot:

[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)
- (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.

[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:

Address:

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.

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 of South Australia at www.lsc.sa.gov.au.

You can also seek advice from a legal practitioner.

ANNEXURES

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

Form R3 – Buyers Information Notice
Copy of certificate(s) of title to the land

- Property Interest Report
- Local Government Inquiry Certificate - including PlanSA Extract
- SA Water
- Land Tax
- Emergency Services Levy Certificate
- Check Search
- Historical Search
- Title and Valuation Package
- Community Plan
- Community Scheme Description
- Building Fire Safety Notice
- Land Management Agreement
- State Planning Commission Notice
- Tenancy Agreement
- Statement pursuant to Section 139 of the Community Titles Act 1996 including By-Laws

(*Strike out whichever is not applicable)

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

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

Dated this Day of 20

Signed: _____

Purchaser(s)

Form R3

Buyers information notice

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

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

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

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

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

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

Safety

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

Enjoyment

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

Value

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

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

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



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 6104 Folio 676

Parent Title(s) CT 6102/464
Creating Dealing(s) ACT 11851145
Title Issued 18/12/2012 Edition 3 Edition Issued 04/09/2019

Estate Type

FEE SIMPLE

Registered Proprietor

PATRICE JEAN JOHNSON
OF UNIT 11 2 TODVILLE STREET WOODVILLE WEST SA 5011

Description of Land

LOT 304 PRIMARY COMMUNITY STRATA PLAN 27521
IN THE AREA NAMED WOODVILLE WEST
HUNDRED OF YATALA

Easements

NIL

Schedule of Dealings

Dealing Number	Description
11835162	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)
12088387	MORTGAGE TO BEYOND BANK AUSTRALIA LTD. (ACN: 087 651 143)

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
19/11/2012	11851146	BY-LAWS	FILED
19/11/2012	11851147	SCHEME DESCRIPTION	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

Property Interest Report

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

Title Reference	CT 6104/676	Reference No. 2570978
Registered Proprietors	P J*JOHNSON	Prepared 23/05/2024 15:54
Address of Property	Unit 11, 2 TODVILLE STREET, WOODVILLE WEST, SA 5011	
Local Govt. Authority	CITY OF CHARLES STURT	
Local Govt. Address	PO BOX 1 WOODVILLE SA 5011	

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

Table of Particulars

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

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

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

1. General

- | | | |
|-----|--|--|
| 1.1 | Mortgage of land
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title |
| 1.2 | Easement
(whether over the land or annexed to the land)

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

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

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

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

also

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

2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

3. ***Burial and Cremation Act 2013***

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

State Planning Commission in the Department for Trade and Investment will respond with details relevant to this item

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

State Planning Commission in the Department for Trade and Investment has no record of any order affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

Building Fire Safety Committee in the Department for Trade and Investment has no record of any notice affecting this title

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

also

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

also

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

also

Contact the vendor for these details |

6. Repealed Act conditions

- | | | |
|-----|--|--|
| 6.1 | Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed)

<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 Trade and Investment will respond with details relevant to this item

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

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

17. *Land Acquisition Act 1969*

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

18. *Landscape South Australia Act 2019*

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

Act

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

19. Land Tax Act 1936

- | | | |
|------|---|---|
| 19.1 | Notice, order or demand for payment of land tax | A Land Tax Certificate will be forwarded.
If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.

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

20. Local Government Act 1934 (repealed)

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

21. Local Government Act 1999

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

22. Local Nuisance and Litter Control Act 2016

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

23. Metropolitan Adelaide Road Widening Plan Act 1972

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

24. Mining Act 1971

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

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

25. *Native Vegetation Act 1991*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 29.1 Part 5 - Planning and Design Code
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also
- Code Amendment**
- Kilkenny Mixed Use (Residential and Commercial) - rezoning industrial land for residential / mixed use. Please refer to the 'Code Amendments' page on the PlanSA portal: for further information or contact the City of Charles Sturt Council for further details that might apply.**
- Code Amendment**
- Residential Driveway Crossovers –draft design standard aiming to improve public safety and enhance streetscapes across SA. Minor changes to the Planning and Design Code have also been drafted to complement the design standard and support its delivery and are open for consultation as part of this process. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.**
- Code Amendment**
- Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment - The Chief Executive of the Department for Trade and Investment has initiated the Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment to review the definitions for 'ancillary accommodation' and 'student accommodation'. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800752664.**
- 29.2 section 127 - Condition (that continues to apply) of a development authorisation
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- State Planning Commission in the Department for Trade and Investment will respond with details relevant to this item**
- 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 Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.6	section 142 - Notice to complete development	State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.7	section 155 - Emergency order	State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.8	section 157 - Fire safety notice	Building Fire Safety Committee in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
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 Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.11	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 Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.12	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 Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.14	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 Trade and Investment 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
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Contact the Local Government Authority for other details that might apply

- 31.2 *Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)* (revoked) Part 2 - Condition (that continues to apply) of an approval

Public Health in DHW has no record of any condition affecting this title
also

Contact the Local Government Authority for other details that might apply

- 31.3 *Public and Environmental Health (Waste Control) Regulations 2010* (revoked) regulation 19 - Maintenance order (that has not been complied with)

Public Health in DHW has no record of any order affecting this title
also

Contact the Local Government Authority for other details that might apply

32. *South Australian Public Health Act 2011*

- 32.1 section 66 - Direction or requirement to avert spread of disease

Public Health in DHW has no record of any direction or requirement affecting this title

- 32.2 section 92 - Notice

Public Health in DHW has no record of any notice affecting this title
also

Contact the Local Government Authority for other details that might apply

- 32.3 *South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval

Public Health in DHW has no record of any condition affecting this title
also

Contact the Local Government Authority for other details that might apply

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

- 33.1 section 23 - Notice of contribution payable

DEW has no record of any notice affecting this title

34. *Water Industry Act 2012*

- 34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement

**An SA Water Certificate will be forwarded.
If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950**

also

The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title

also

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

also

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

also

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

35. *Water Resources Act 1997 (repealed)*

- 35.1 section 18 - Condition (that remains in force) of a permit

DEW has no record of any condition affecting this title

- 35.2 section 125 (or a corresponding previous enactment) - Notice to pay levy

DEW has no record of any notice affecting this title

36. **Other charges**

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

Refer to the Certificate of Title

also

Contact the vendor for these details

also

Contact the Local Government Authority for other details that might apply

Other Particulars

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

- | | | |
|-----|---|---|
| 1. | Particulars of transactions in last 12 months | Contact the vendor for these details |
| 2. | Particulars relating to community lot (including strata lot) or development lot | Enquire directly to the Secretary or Manager of the Community Corporation |
| 3. | Particulars relating to strata unit | Enquire directly to the Secretary or Manager of the Strata Corporation |
| 4. | Particulars of building indemnity insurance | Contact the vendor for these details
also
Contact the Local Government Authority |
| 5. | Particulars relating to asbestos at workplaces | Contact the vendor for these details |
| 6. | Particulars relating to aluminium composite panels | A building on the land has been identified as part of the South Australian Building Cladding Audit initiated in 2017. Contact the vendor for relevant details. |
| 7. | Particulars relating to court or tribunal process | Contact the vendor for these details |
| 8. | Particulars relating to land irrigated or drained under Irrigation Acts | SA Water will arrange for a response to this item where applicable |
| 9. | Particulars relating to environment protection | Contact the vendor for details of item 2
also
EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title
also
Contact the Local Government Authority for information relating to item 6 |
| 10. | Particulars relating to <i>Livestock Act, 1997</i> | Animal Health in PIRSA has no record of any notice or order affecting this title |

Additional Information

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

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

Notices

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

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

Building restrictions

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

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

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

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

Statutory easements

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

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

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

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

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

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

Land Tax Act 1936 and Regulations thereunder

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

72 Woodville Road, Woodville, South Australia 5011
PO Box 1, Woodville SA 5011
T: 08 8408 1111 F: 08 8408 1122 charlessturt.sa.gov.au



Local Government Search (Form 1)

Certificate Number:	CERT1627/24
Date:	23 May 2024



Billor Code: 10330
Ref No: 1698992

First National Real Estate Burton Groves
1332 North East Road
TEA TREE GULLY SA 5091

Property No: 169899
Assessment No: 2526526751

Owner: Ms P J Johnson
Property: 11/2 Todville Street WOODVILLE WEST SA 5011

Lot/Section/Title Reference: Lot 304 CP 27521 Vol 6104 Fol 676

Ward: West Woodville

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 above property as at the date of this certificate:

Rates for Financial Year 01/07/23 to 30/06/24	\$1204.00
Levies for Financial Year 01/07/23 to 30/06/24	
Regional Landscape Levy	\$29.35
Fines/Interest for Current Financial Year	\$32.45
Payments/Adjustments for Current Financial Year	(\$936.00)
Amount Due & Payable	\$329.80

Please note: City of Charles Sturt uses a **differential rating system** with a minimum amount. This is where a different rate in the dollar is used to determine the rates levied based on whether the land is used for residential, commercial, industrial, primary production, vacant or other purposes. Should the land use change within the financial year there may be an adjustment to the differential rate charged for the future financial year and rates levied.

Outstanding rates balance is correct as at the above date. If you are seeking updated rating information more than 30 days from the above date or in a new financial year, a new Section 187 request is required to be lodged.

Chief Executive Officer

Per Authorised Officer:

Property No: 169899
Property Address: 11/2 Todville Street WOODVILLE WEST SA 5011

Prescribed enquiries under section 7 of the Land and Business (Sale and Conveyancing) Act and Regulations.

Prescribed Encumbrances	Other Particulars Required
<i>Development Act 1993 (Repealed)</i>	
Part 3 – Development Plan Title or other brief description of zone or policy area in which the land is situated (as shown in the Development Plan): For updated zoning information, refer to the PlanSA Section 7 Report below.	
Is the land situated in a designated State Heritage area?	No
Is the land designated as a place of Local Heritage value?	No
<i>Development Act 1993 (Repealed)</i>	
Section 42 – Condition (that continues to apply) of a development authorisation	Yes

Application No. 252/0195/11
Description Land Division - 252/D017/11
Decision: #APPROVED
Issue Date 22/06/2011

1. Develop in accordance with the approved plans

That the proposal shall be developed in accordance with the details and approved plans stamped by Council except where varied by the conditions herein and shall be completed prior to occupation of the proposed development.

Reason: To ensure the development proceeds in an orderly manner.

2. Land Management Agreement

The applicant shall enter into a Land Management Agreement with the Council to ensure connection of all allotments to the third pipe system prior to Section 51 Clearance being granted.

Reason: To ensure the development proceeds in an orderly manner.

3. Section 51 Clearance

The development shall not proceed until such time as the relevant works outlined in the superlot land division application 252/D113/10 have been completed, or an appropriate security arrangement or legally binding agreement has been entered into with the Council to ensure these works proceed.

Reason: To ensure appropriate infrastructure is in place to facilitate the development.

Conditions required by the Development Assessment Commission:

1. The financial and augmentation requirements of the S A Water Corporation shall be met for the provision of water supply and sewerage services. (S A Water 90005/11)

The necessary easements shall be granted to the S A Water Corporation free of cost.

2. A copy of a certified survey plan shall be lodged for Certificate purposes.

Application No. 252/0448/11

Description Community Title - 252/C049/11

Decision: #APPROVED

Issue Date 31/01/2012

Development Assessment Commission Conditions

1. That except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and plans submitted in development application number 252/C049/11

Alexander & Symonds Pty Ltd - JG 15/12/2010 - Site Plan

Alexander & Symonds Pty Ltd - JG 15/12/2010 - Ground Floor Plan/First Floor Plan

Alexander & Symonds Pty Ltd - JG 15/12/2010 - Second Floor Plan/Third Floor Plan

Land Division Requirements

2. The applicant shall enter into a Land Management Agreement with the Council to ensure connection of all allotments to the third pipe system prior to Section 51 Clearance being granted.
3. The development shall not proceed until such time as the relevant works outlined in the superlot land division application 252/D113/10 have been completed, or an appropriate security arrangement or legally binding agreement has been entered into with the Council to ensure these works proceed.
4. That payment of \$78,778.00 shall be made into the Planning and Development Fund (14 allotments @ \$5627/allotment). Cheques shall be made payable and marked "Not Negotiable" to the Development Assessment Commission and payment made on Level 5, Roma Mitchell House, 136 North Terrace, Adelaide, (opposite the Railway Station) or sent to GPO Box 1815, Adelaide, SA 5001.
5. That two copies of a certified survey plan shall be lodged for Certificate purposes.

Application No. 252/0516/12**Description Stage 1 - Residential Development Proposal comprising construction of 2 x 4 storey apartment buildings - 252/N007/11****Decision: #APPROVED****Issue Date 4/03/2011****State Commission Assessment Panel Conditions:**

1. That except where minor amendments may be required by other relevant Acts, or by conditions imposed by the building rules consent, the development shall be established in strict accordance with the details and plans submitted under the Commonwealth Nation Building Program and endorsed by the Office of the Coordinator General.

Application No. 252/1379/10**Description Land Division - 252/D113/10****Decision: #APPROVED****Issue Date 16/12/2010****1. Develop in accordance with the approved plans**

That the proposal shall be developed in accordance with the details, approved plans and letter from the Department for Families & Communities dated 23 August 2010 as stamped by Council except where varied by the conditions herein and shall be completed prior to occupation of the proposed development.

Reason: To ensure the development proceeds in an orderly manner.

2. Tree Protection Zone required

A Tree Protection Zone (TPZ) shall be provided for each significant tree and any other non-significant tree proposed to be retained, as identified on the survey plan prepared by A&S titled "Woodville West Urban Renewal Project Significant Tree locations - Drawing No. A133009, Revision H. No works of any kind shall occur within a TPZ unless specified and agreed to in writing by Council's Arborist. Each TPZ shall be maintained for the duration of the site works.

Reason: To minimise the risk of damage occurring to both significant trees and those trees identified for retention on site.

3. Tree Protection Zone fencing

Prior to the commencement of any works on site, a fence shall be erected around each TPZ in accordance with the relevant recommendations as to height, materials, method of construction and distance from the tree trunk as contained in the MG Annells reports.

Reason: To minimise the risk of damage occurring to significant trees on the site.

4. **Signs around Tree Protection Zone**

Clearly legible signage displaying the words "Tree Protection Zone - No Unauthorised Entry" shall be affixed on each fence surrounding a TPZ

Reason: To notify all contractors to the site that this area cannot be utilised.

5. **No trenching in Tree Protection Zone**

No installation of, or trenching for the installation of, underground services, including gas, electricity, water or telecommunications is permissible within a TPZ except as may be approved in writing by the Council. Where approval is granted for the installation of underground services within a PTZ, the approved works must be undertaken using non destructive techniques such as air-spading and hand trenching without severing roots.

Reason: To minimise the risk of damage occurring to significant trees on the site.

6. **No Storage or Activity in Tree Protection Zone**

No storage of materials or equipment shall occur within a TPZ, except as may be approved in writing by the Council.

Reason: To ensure soils do not become compacted and contaminated within the critical root zone.

Conditions imposed upon Direction of DTEI

7. **Intersection design and construction**

The new Todville Street/West Lakes Boulevard/Clark Terrace intersection shall be designed and constructed to the satisfaction of DTEI, with all costs (including design, construction, project management, stormwater works and any road lighting upgrades required) being borne by the applicant. Prior to undertaking any detailed design work the applicant must contact Ms Maire Lu, Acting Senior Consultant Traffic Engineer, Metropolitan Region - DTEI on 08 8226 8325 to discuss the required works.

8. **Existing opening in rail corridor to be closed**

The existing opening in the rail corridor between Pieces 8 and 9 in DP 57902 shall be closed within 12 months of the operational completion of the new Todville Street/West Lakes Boulevard/Clark Terrace intersection.

9. **No encroachment of vegetation**

To ensure that train driver sight lines are not affected, no vegetation from the development shall be permitted to encroach upon the adjacent rail corridor.

10. **Stormwater discharge**

No stormwater from this development shall be permitted to discharge on-surface to the adjoining arterial roads. Any existing drainage of Clark Terrace and West Lakes Boulevard must not be adversely affected by the development and any alterations to road drainage infrastructure as a result of this development shall be at the expense of the applicant.

Conditions required by Council

11. Electricity supply be undergrounded

Any new electricity services must be installed in accordance with recognised engineering practice, and in accordance with the requirements and specifications of the relevant electricity authority.

Reason: To ensure the development proceeds in an orderly manner.

12. Easements

All easements required for sewerage, water and electricity shall be shown on the final plans, prior to Section 51 clearance being granted.

Reason: To ensure the development proceeds in an orderly manner.

13. Telecommunications Facilities

Any new telecommunications and broadband facilities must be installed underground in accordance with the requirements and specifications of the service provider.

Reason: To ensure the development proceeds in an orderly manner.

14. Street Lighting

The developer must install public lighting within the road reserves in accordance with the requirements and specifications contained within Australian Standard AS/NZ 1158 and in accordance with the requirements and specifications of the service provider.

Reason: To ensure the development proceeds in an orderly manner.

15. Landscaping plans

Detailed landscape plans and specifications relating to the reserve and road reserve verge areas for each stage of the development shall be submitted to and approved by the Council. No works of any kind shall commence within the open space areas without the written consent of Council. Such landscaping shall be in accordance with the approved plans and specifications to the reasonable satisfaction of Council.

Reason: To ensure the development proceeds in an orderly manner.

16. Establishment & maintenance of landscaping

Upon completion of the landscaping within the reserves and road verge areas, a 12 month defects liability period shall commence. Within that period, any damaged or diseased plants shall be replaced at the developer's expense.

Reason: To ensure the development proceeds in an orderly manner.

17. Engineering Construction Plans

Final design construction plans, cost estimates and specifications depicting street-lights, telecommunications, electricity, water tables, kerbing, roadway, stormwater management (quality and quantity), concrete footpaths and kerb ramps shall be prepared by a professional engineer within the meaning of regulation 55(3) of the *Development Regulations 2008* ("the Engineer") and endorsed by the Council prior to the commencement of any work. The plans shall be marked "issued for construction" and shall be submitted in both hard version (B1 size drawing sheets) and soft version (AutoCAD DWG File) in accordance with the City of Charles Sturt format standards.

Reason: To ensure the development proceeds in an orderly manner.

18. Stormwater condition - Stage 1A

A detailed stormwater management plan for the management of stormwater runoff during construction works shall be submitted and approved by Council prior to the commencement of site works for Stage 1A.

Reason: To ensure the development proceeds in an orderly manner.

19. Stormwater Condition

A stormwater management plan (SMP) in accordance with the approved Stormwater Infrastructure Requirements Report prepared by KBR dated 3 August 2010 and consistent with the City of Charles Sturt "Engineering and Open Space Development Guidelines", including detailed stormwater and site works plan, computations and specifications, must be provided to the Council and approved prior to commencement of site works for Stages 1B and 1C. The SMP must demonstrate that the following minimum design standards have been achieved;

- Any net increase in peak stormwater discharge from the site (post-development to pre-development) for the design storm event (major) shall be managed and/or disposed of on-site via an engineered drainage system (detention, retention, and/or combination of both and/or other engineered means). The proposed system shall generally be as outlined within the "Stormwater Infrastructure Requirements" report ("the Report") prepared by Kellogg Brown and Root Pty Ltd dated 3 August 2010 with the provision of a detention capacity of 500m³ in the vicinity of Todville Street and Elizabeth Street and a capacity of 900m³ in the vicinity of Alma Terrace. An underground stormwater detention tank of a capacity of 500m³ located on Frank Mitchell Reserve is accepted by Council as meeting the requirements of this condition for the purpose of the detention capacity required in the vicinity of Todville Street and Elizabeth Street. Such detention is considered to be suitable on the basis that:
 - (a) Detailed design is undertaken by a suitably qualified Landscape Architect and Irrigation Consultant to ensure that the underground detention tank is designed in such a way as to enable a suitable and useable recreational surface.
 - (b) An extended maintenance period of the open space surface for a period of three years before hand over to ensure a successful playing surface.
 - (c) An extended maintenance period of two years of the permanent underground storage area.
 - (d) Detailed design of the underground storage tank to be agreed with Council, to be easily maintained and to include suitable gross pollutant traps.

- Any detention capacity not achieved within Alma Terrace area (within the site area) shall be substituted within the later stages of the project, either within Alma Terrace area or the detention basin proposed at the corner of Alma Terrace and Lawton Crescent, as shown within the Report.
- Stormwater runoff discharge into Council's downstream drainage network from the site shall be restricted to pre-development Q5 flows. This shall be achieved by restricting the flow through detention, retention or other means and/or combination of all such engineered systems.
- These systems shall be located in road reserve or public open spaces areas for ease of maintenance and utilising both retention and detention.
- Flow paths for major storm events shall be clearly defined and may be roadways and open space while giving due consideration to public safety and protection to properties. The design event shall be the 1:100 ARI storm event.
- Pollution prevention device (GPT) that efficiently removes solid as well as liquid pollutants from stormwater runoff shall be incorporated into the proposed design prior to discharging any runoff into Council's existing drainage network.

Enquiries in relation to this condition should be directed to Council's Engineering Department on 8408 1371.

Reason: To ensure the development proceeds in an orderly manner.

20. **Stormwater infrastructure**

All stormwater infrastructure shall be implemented in accordance with the Stormwater Management Plan endorsed by Council and constructed to the standard and specification of Council. All stormwater infrastructure (other than SEP's) shall be located within the road pavement (1 - 1.5m from the face of kerb) or in a public reserve as agreed by Council.

Reason: To ensure the development proceeds in an orderly manner.

21. **Provision of Works Programme**

Prior to the commencement of any construction work, a detailed construction works program outlining each stage of construction works and relevant hold points of the construction works (the "Construction Works Program") shall be provided to the Council. Thereafter, the construction works shall be undertaken in accordance with the Construction Works Program. Where the construction works reach a "hold point" as identified in the Construction Works Program, the works shall cease until the Council has undertaken an inspection and indicated in writing that construction work may proceed.

Reason: To ensure the development proceeds in an orderly manner.

22. **Project updates**

Monthly project updates summarising the works completed to date against the submitted Construction Works Program shall be provided and shall include all relevant documentation and compaction test results endorsed by the project engineer/s.

Reason: To ensure the development proceeds in an orderly manner.

23. **Inspection of underground infrastructure**

All new underground Council infrastructure at the point of connection to existing underground infrastructure shall be inspected and approved by Council prior to back filling.

Reason: To ensure the development proceeds in an orderly manner.

24. **Project completion Condition**

After completion of the site works for each stage of the development, but prior to the Council's acceptance of the Certificate of Practical Completion, the following information shall be provided to the Council by the developer:

- Evidence by way of CCTV report, demonstrating that a thorough cleaning of the entire stormwater drainage system including all junction boxes, and side entry pits has been undertaken;
- A final survey and set of work as executed engineering drawings, marked 'AS CONSTRUCTED', issued in both hard version (B1 size drawing sheets) and soft version (AutoCAD DWG File) in accordance with the City of Charles Sturt format standards.
- Confirmation in writing that all accumulated material and debris has been removed from the site.
- A Certificate of Practical Completion ("Certificate of Practical Completion") issued by the Engineer stating that works have been constructed in accordance with the endorsed plans and specifications and listing any defects and/or omissions identified by the Council's engineers during the site inspection immediately preceding issue of the Certificate of Practical Completion.

NOTE: Once all identified issues are listed on the Certificate of Practical Completion it will be accepted by Council.

Reason: To ensure the development proceeds in an orderly manner.

25. **Defects liability period**

Upon acceptance by Council of the Certificate of Practical Completion, a twelve (12) month Defects Liability Period will commence. During that period all defects and/or omissions; whether listed on the Certificate of Practical Completion or that may become evident during the Defects Liability Period, must be rectified by the developer.

Reason: To ensure the development proceeds in an orderly manner.

26. **Final completion**

At the end of the Defects Liability Period a works inspection with the Council's Engineers shall be held to confirm works have reached the stage of Final Completion and a Certificate of Final Completion shall be issued by the Engineer.

At Final Completion the contractor shall remove all accumulated material and debris from the site.

NOTE: Once the Council is satisfied all defects and/or omissions have been rectified, the site has been cleared of all debris and works have reached the stage of final completion the Certificate of Final Completion will be accepted by Council.

Reason: To ensure the development proceeds in an orderly manner.

27. **Damage to existing infrastructure**

Any damage caused by the developer to the existing road infrastructure including damage to the roadway and footpath shall be made good by the developer prior to the issuing of the Certificate of Practical Completion.

Reason: To ensure the development proceeds in an orderly manner.

28. **Grading of allotments**

Individual allotments must be graded towards the adjoining street(s) (or as otherwise agreed to by Council) to ensure that water runoff from each of the individual allotments does not flow onto adjoining allotments.

Reason: To ensure the development proceeds in an orderly manner.

29. **Compaction certificates**

Where filling is undertaken on the land (whether on proposed residential allotments, roads or open space areas), the developer must ensure that the filling is undertaken using appropriate materials and is compacted in accordance with AS 3798, 2007 Guidelines on Earthworks for Commercial and Residential Developments. Where required under this standard the developer must obtain and provide a copy to Council, a Certificate from a suitably qualified geo-technical engineer confirming that the filling has been undertaken in accordance with this standard.

Reason: To ensure the development proceeds in an orderly manner.

30. **Non-Potable water supply (lilac pipe)**

The developer shall make provisions in the design for the installation of a non-potable water supply (lilac pipe system) for the development. The non-potable water supply infrastructure shall be designed and installed in accordance with current SA Water accepted standard and specification, with details provided to the satisfaction of Council prior to issue of Section 51 clearance.

Reason: To ensure the development proceeds in an orderly manner.

31. **Bonding (Circular 14.4)**

Prior to section 51 clearance being granted:

- All approved site works (civil and open space construction) must be completed to the Council's reasonable satisfaction; or
- The developer must have entered into a legally binding agreement with the Council on such terms and conditions as may be acceptable to the Council and provided security which, in the opinion of the Council, is adequate to cover costs associated with the completion of works.

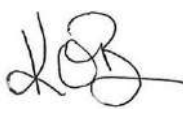

Reason: To ensure the development proceeds in an orderly manner.



Conditions required by the Development Assessment Commission:



1. The financial and augmentation requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage services {SA Water 90079/10 Water/Sewer};
2. The necessary easements shall be granted to the SA Water Corporation free of cost;
3. Two copies of a certified survey plan shall be lodged for certificate purposes.

Building Indemnity Insurance - No	
Further information held by Councils Does the Council hold details of any development approvals relating to – (a) Commercial or industrial activity at the land; or (b) A change in the use of the land or part of the land – within the meaning of the Development Act 1993 (Repealed)?	No
Repealed Act conditions	
Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed)	No
Planning, Development and Infrastructure Act 2016	
Part 5 – Planning and Design Code	Refer to the PlanSA Data Extract for Section 7 Search purposes below.
Section 127 – Condition (that continues to apply) of a development authorisation Copies of Decision Notification Forms can be downloaded from the PlanSA website – Development application register PlanSA	Refer to the PlanSA Data Extract for Section 7 Search purposes below.
Development Act 1993 (Repealed)	
Section 50(1) – Requirement to vest land in a council or the Crown to be held as open space	No

Section 50(2) – Agreement to vest land in a council or Crown to be held as open space	No
Section 55 – Order to remove or perform work	No
Section 56 – Notice to complete development	No
Section 57 – Land management agreement Stormwater Recycling WW	Yes (copy attached in separate email)
Section 69 – Emergency order	No
Section 71 – Fire safety notice	No
Section 84 – Enforcement notice	No
Section 85(6), 85(10) – Enforcement order	No
Section 106 – Enforcement order	No
Part 11 Division 2 – Proceedings	No
<i>Planning, Development and Infrastructure Act 2016</i>	
Section 141 – Order to remove or perform work	No
Section 142 – Notice to complete development	No
Section 155 – Emergency order	No
Section 157 – Fire safety notice	Yes (copy attached in separate email)

Section 198(1) – Requirement to vest land in a council or the Crown to be held as open space	No
Section 198(2) – Agreement to vest land in a council or the Crown to be held as open space	No
Part 16 – Division 1 – Proceedings	No
Section 213 – Enforcement notice	No
Section 214(6), 214(10) – Applications to Court	No
Section 222 – Enforcement order to rectify breach	No
Confirmed – Planning and Development: 	
<i>Fire and Emergency Services Act 2005</i>	
Section 105F (or Section 56 or 83 (repealed)) – Notice of action required concerning flammable materials on land	No
<i>Local Nuisance and Litter Control Act 2016</i>	
Section 30 – Nuisance or litter abatement notice	No
<i>Local Government Act 1934 and/or Local Government Act 1999</i>	
Notice, order, declaration, charge, claim or demand given or made under the Act	No
Confirmed – Community Safety: 	
<i>Food Act 2001</i>	

Section 44 – Improvement notice	No
Section 46 – Prohibition order	No
<i>Public and Environmental Health Act 1987 (repealed)</i>	
Part 3 – Notice	No
<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)</i> Part 2 – Condition (that continues to apply) of an approval	No
<i>Public and Environmental Health (Waste Control) Regulations 2010 (revoked)</i> Regulation 19 – Maintenance order (that has not been complied with)	No
<i>South Australian Public Health Act 2011</i>	
Section 66 – Direction or requirement to avert spread of disease	No
Section 92 – Notice	No
South Australian Public Health (Wastewater) Regulations 2013 Part 4 – Condition (that continues to apply) of an approval	No
Confirmed – Environmental Health: 	
<i>Local Government Act 1934 (repealed) and/or Local Government Act 1999</i>	
Notice, order, declaration, charge, claim or demand given or made under the Act	No
Confirmed – Engineering: 	

Water Industry Act 2012	
Notice or order under the Act requiring payment of charges or other amounts or making other requirement	No
Confirmed – Water Business Unit: 	
Land Acquisitions Act 1969	
Section 10 Notice of intention to acquire	No
Confirmed – Property Services: 	

The information herein is provided pursuant to Council's obligations under Section 7 of the Land and Business (Sales and Conveyancing) Act and Regulations. Only information, which is required to be provided, has been given and that information should not be taken as a representation as to whether or not any charges or encumbrances affect the Subject Land.

NOTICES

Aluminium Composite Panel Cladding (ACP) is defined as flat or profiled aluminium sheet material in composite with any type of material. ACP is an external building cladding material which can create a fire risk if used or installed incorrectly.

Both Vendors and Purchasers should take reasonable steps to determine if ACP has been identified on any buildings on the land, and also the status of any required remediation works related to the presence of ACP on such building.

INFORMATION NOTE

CHANGES TO PLANNING POLICY AFFECTING LAND IN COUNCIL'S AREA

The information provided in this note is additional to, and not in substitution of, any information provided in response to your request for statutory search information. The response to your request, provided with this note, does not reference changes to planning policy affecting all South Australian Councils.

Council takes this opportunity to inform you that pursuant to the Planning Development and Infrastructure Act 2016 (Section 65, Clause 2 of Schedule 6 and Clause 9 (7) of Schedule 8), the Council's Development Plan will be repealed in full and replaced with the Planning and Design Code (Code) at a time on or before 1 July 2020. For further information regarding this change, including the opportunity for comment in relation to the content of the Code, please refer to the SA Planning Portal at <https://www.saplanningportal.sa.gov.au>.

Additional Information

This information is provided as additional information, it is not information that Council is statutorily obliged to provide.

Parts of the City are subject to flooding. This situation may be subject to change over time. Flood plain mapping data is available on Council's website.

Data Extract for Section 7 search purposes

Valuation ID 2526526751

Data Extract Date: 29/05/2024

Parcel ID: C27521 F304

Certificate Title: CT6104/676

Property Address: UNIT 11 2 TODVILLE ST WOODVILLE WEST SA 5011

Zones

Urban Renewal Neighbourhood (URN)

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.

Building Near Airfields

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

Hazards (Flooding - General)

The Hazards (Flooding - General) Overlay seeks to minimise impacts of general flood risk through appropriate siting and design of development.

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Traffic Generating Development

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

Urban Transport Routes

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

Urban Tree Canopy

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

No

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

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

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

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

Associated Development Authorisation Information

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

Application ID: 22036103

Development Description: Replacement of combustible ACP with Non Combustible ACP to external facade

Site Address: UNIT 1 2 TODVILLE ST WOODVILLE WEST SA 5011; UNIT 10 2 TODVILLE ST WOODVILLE WEST SA 5011; UNIT 11 2 TODVILLE ST WOODVILLE WEST SA 5011; UNIT 12 2 TODVILLE ST WOODVILLE WEST SA 5011; UNIT 13 2 TODVILLE ST WOODVILLE WEST SA 5011; UNIT 14 2 TODVILLE ST WOODVILLE WEST SA 5011; UNIT 2 2 TODVILLE ST WOODVILLE WEST SA 5011; UNIT 3 2 TODVILLE ST WOODVILLE WEST SA 5011; UNIT 4 2 TODVILLE ST WOODVILLE WEST SA 5011; UNIT 5 2 TODVILLE ST WOODVILLE WEST SA 5011; UNIT 6 2 TODVILLE ST WOODVILLE WEST SA 5011; UNIT 7 2 TODVILLE ST WOODVILLE WEST SA 5011; UNIT 8 2 TODVILLE ST WOODVILLE WEST SA 5011; UNIT 9 2 TODVILLE ST WOODVILLE WEST SA 5011

Development Authorisation: Planning Consent

Date of authorisation: 22 March 2023

Name of relevant authority that granted authorisation: City of Charles Sturt

Condition 1

The development shall be undertaken in accordance with the stamped details and approved plans except where varied by the conditions herein, shall be completed prior to occupation of the proposed development and at all times thereafter shall be maintained to the satisfaction of the Authority.

Development Authorisation: Building Consent

Date of authorisation: 6 October 2023

Name of relevant authority that granted authorisation: City of Charles Sturt

Condition 1

The development shall be undertaken in accordance with the stamped details and approved plans except where varied by the conditions herein, shall be completed prior to occupation of the proposed development and at all times thereafter shall be maintained to the satisfaction of the Council.

Condition 2

The structure approved herein shall be constructed strictly in accordance with the engineer's/manufacturer's design and specifications.

Associated Building Indemnity Insurance**Building Work:** Replacement of ACP on building

Not Applicable

Development Authorisation: Development Approval: Planning Consent and Building Consent**Date of authorisation:** 6 October 2023**Name of relevant authority that granted authorisation:** City of Charles Sturt**Land Management Agreement (LMA)**

- 11835162 Agreement with Council CITY OF CHARLES STURT
- 11835162 Agreement with Council CITY OF CHARLES STURT

Account Number 25 26526 75 1	L.T.O Reference CT6104676	Date of issue 27/5/2024	Agent No. 7922	Receipt No. 2570978
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BURTON GROVES & WELSH PTY LTD
 PO BOX 200
 ST AGNES SA 5097
 mail@burtongroves.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: PJ JOHNSON
 Location: U11 2 TODVILLE ST WOODVILLE WEST LT 304 C27521
 Description: 3 UNIT CP BALC Capital Value: \$ 400 000
 Rating: Residential

Periodic charges

Raised in current years to 30/6/2024

			\$
	Arrears as at: 30/6/2023	:	494.40CR
Water main available:	1/7/2013	Water rates	296.80
Sewer main available:	1/7/2013	Sewer rates	318.00
		Water use	0.00
		SA Govt concession	0.00
		Recycled Water Use	0.00
		Service Rent	0.00
		Recycled Service Rent	0.00
		Other charges	33.30
		Goods and Services Tax	0.00
		Amount paid	0.00
		Balance outstanding	153.70

Degree of concession: 00.00%
 Recovery action taken: OVERDUE

Next quarterly charges: Water supply: Not declared Sewer: Not declared Bill: 24/7/2024

This account has no meter of its own but is supplied from account no 25 26526 10 2.

The Water Use apportionment option is Nil.

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

South Australian Water Corporation

Name: PJ JOHNSON Water & Sewer Account Acct. No.: 25 26526 75 1 Amount: _____

Address:
U11 2 TODVILLE ST WOODVILLE WEST LT
304 C27521

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	2526526751



Bill code: 8888
Ref: 2526526751

Telephone and Internet Banking — BPA Y®

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: 2526526751



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: 2570978

FIRST NATIONAL REAL ESTATE
BURTON GROVES
POST OFFICE BOX 200
ST AGNES SA 5097

DATE OF ISSUE

24/05/2024

ENQUIRIES:
Tel: (08) 8226 3750
Email: landtax@sa.gov.au

OWNERSHIP NAME		FINANCIAL YEAR	
P J JOHNSON		2023-2024	
PROPERTY DESCRIPTION			
11 / 2 TODVILLE ST / WOODVILLE WEST SA 5011 / LT 304 C27521			
ASSESSMENT NUMBER	TITLE REF. <small>(A "+" indicates multiple titles)</small>	TAXABLE SITE VALUE	AREA
2526526751	CT 6104/676	\$57,000.00	0.0000 HA
DETAILS OF THE LAND TAX PAYABLE FOR THE ABOVE PARCEL OF LAND:			
CURRENT TAX	\$ 0.00	SINGLE HOLDING	\$ 0.00
- DEDUCTIONS	\$ 0.00		
+ ARREARS	\$ 0.00		
- PAYMENTS	\$ 0.00		
= AMOUNT PAYABLE	\$ 0.00		

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

ON OR BEFORE 22/08/2024



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: revsupport@sa.gov.au
Phone: (08) 8226 3750

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at:

OR

By Post to:

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001



ABN 19 040 349 865
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: 2570978

FIRST NATIONAL REAL ESTATE
BURTON GROVES
POST OFFICE BOX 200
ST AGNES SA 5097

DATE OF ISSUE

24/05/2024

ENQUIRIES:
Tel: (08) 8226 3750
Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER	OWNERSHIP NAME			
16363252	P J JOHNSON			
PROPERTY DESCRIPTION				
11 / 2 TODVILLE ST / WOODVILLE WEST SA 5011 / LT 304 C27521				
ASSESSMENT NUMBER	TITLE REF.	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
(A "+" indicates multiple titles)				
2526526751	CT 6104/676	\$400,000.00	R4 1.000	RE 0.400
LEVY DETAILS:				
		FIXED CHARGE	\$	50.00
		+ VARIABLE CHARGE	\$	161.90
FINANCIAL YEAR		- REMISSION	\$	101.45
2023-2024		- CONCESSION	\$	0.00
		+ ARREARS / - PAYMENTS	\$	-110.45
		= AMOUNT PAYABLE	\$	0.00

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

EXPIRY DATE 22/08/2024



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

Visit: www.revenuesa.sa.gov.au

Email: revsupport@sa.gov.au

Phone: (08) 8226 3750

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at:

OR

By Post to:

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

Certificate of Title

Title Reference: CT 6104/676
Status: CURRENT
Edition: 3

Dealings

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

Priority Notices

NIL

Notations on Plan

Lodgement Date	Completion Date	Dealing Number	Description	Status	Plan
19/11/2012	10/12/2012	11851146	BY-LAWS	FILED	C27521
19/11/2012	10/12/2012	11851147	SCHEME DESCRIPTION	FILED	C27521

Registrar-General's Notes

No Registrar-General's Notes exist for this title

Certificate of Title

Title Reference: CT 6104/676
Status: CURRENT
Parent Title(s): CT 6102/464
Dealing(s) Creating Title: ACT 11851145
Title Issued: 18/12/2012
Edition: 3

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
04/09/2019	04/09/2019	13168390	CHANGE OF NAME (GLOBAL ENDORSEMENT UPDATE)	REGISTERED	BEYOND BANK AUSTRALIA LTD. (ACN: 087 651 143) 12088387
21/02/2014	20/03/2014	12088387	MORTGAGE	REGISTERED	COMMUNITY CPS AUSTRALIA LTD.
21/02/2014	20/03/2014	12088386	TRANSFER	REGISTERED	PATRICE JEAN JOHNSON
16/10/2012	09/11/2012	11835162	AGREEMENT	REGISTERED	CITY OF CHARLES STURT

Certificate of Title

Title Reference CT 6104/676
Status CURRENT
Easement NO
Owner Number 16363252
Address for Notices 11/2 TODVILLE ST WOODVILLE WEST 5011
Area NOT AVAILABLE

Estate Type

Fee Simple

Registered Proprietor

PATRICE JEAN JOHNSON
OF UNIT 11 2 TODVILLE STREET WOODVILLE WEST SA 5011

Description of Land

LOT 304 PRIMARY COMMUNITY STRATA PLAN 27521
IN THE AREA NAMED WOODVILLE WEST
HUNDRED OF YATALA

Last Sale Details

Dealing Reference TRANSFER (T) 12088386
Dealing Date 20/02/2014
Sale Price \$325,000
Sale Type TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
AGREEMENT	11835162	CITY OF CHARLES STURT
MORTGAGE	12088387	BEYOND BANK AUSTRALIA LTD. (ACN: 087 651 143)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
2526526751	CURRENT	Unit 11, 2 TODVILLE STREET, WOODVILLE WEST, SA 5011

Notations

Dealings Affecting Title

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
19/11/2012 14:55	11851146	BY-LAWS	FILED
19/11/2012 14:55	11851147	SCHEME DESCRIPTION	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	2526526751
Type	Site & Capital Value
Date of Valuation	01/01/2023
Status	CURRENT
Operative From	01/07/2013
Property Location	Unit 11, 2 TODVILLE STREET, WOODVILLE WEST, SA 5011
Local Government	CHARLES STURT
Owner Names	PATRICE JEAN JOHNSON
Owner Number	16363252
Address for Notices	11/2 TODVILLE ST WOODVILLE WEST 5011
Zone / Subzone	URN - Urban Renewal Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1323 - Third Floor Home Unit
Description	3 UNIT CP BALC
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C27521 LOT 304	CT 6104/676


Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$57,000	\$400,000			
Previous	\$48,000	\$335,000			

Building Details

Valuation Number	2526526751
Building Style	Conventional
Year Built	2012
Building Condition	Very Good
Wall Construction	Concrete & Brick
Roof Construction	Steel Decking
Equivalent Main Area	84 sqm
Number of Main Rooms	3

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

PURPOSE:	PRIMARY COMMUNITY STRATA	AREA NAME:	WOODVILLE WEST	APPROVED:	STEVE ANDREWS 13/11/2012	 C27521 SHEET 1 OF 4 35147_text_01_v04_Version_4
MAP REF:	6628/40/J	COUNCIL:	CITY OF CHARLES STURT	DEPOSITED:	DEAN WATSON 06/12/2012	
LAST PLAN:	D90237	DEVELOPMENT NO:	252/C049/11/001/33261			

AGENT DETAILS:	ALEXANDER & SYMONDS PTY LTD 1ST FLOOR 11 KING WILLIAM ST KENT TOWN SA 5067 PH: 81301666 FAX: 83620099	SURVEYORS CERTIFICATION:	I NOEL RALFE GEHREN , 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 12th day of November 2012 Noel Ralfe Gehren Licensed Surveyor
AGENT CODE:	ALSY		
REFERENCE:	A133009COMM2(L)		

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	6102	464		ALLOTMENT(S)	500	D	90237 YATALA		

OTHER TITLES AFFECTED: CT 6102/467

EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION
EXISTING	COMMON PROPERTY	SERVICE	EASEMENT(S)	E(T/F)	FOR ELECTRICITY SUPPLY PURPOSES	DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000)	223LG RPA
EXISTING	COMMON PROPERTY	LONG	EASEMENT(S)	G		ENVESTRA (SA) LTD.	RTC 11835159
EXISTING	COMMON PROPERTY	SERVICE	EASEMENT(S)	K	FOR SEWERAGE PURPOSES	SOUTH AUSTRALIAN WATER CORPORATION	223LG RPA

ANNOTATIONS: ENCROACHMENT OF GUTTER OCCURS OVER ADJACENT FOOT THOROUGHFARE.

C27521

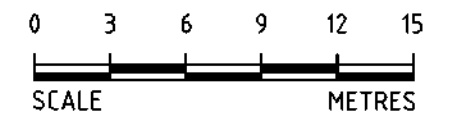
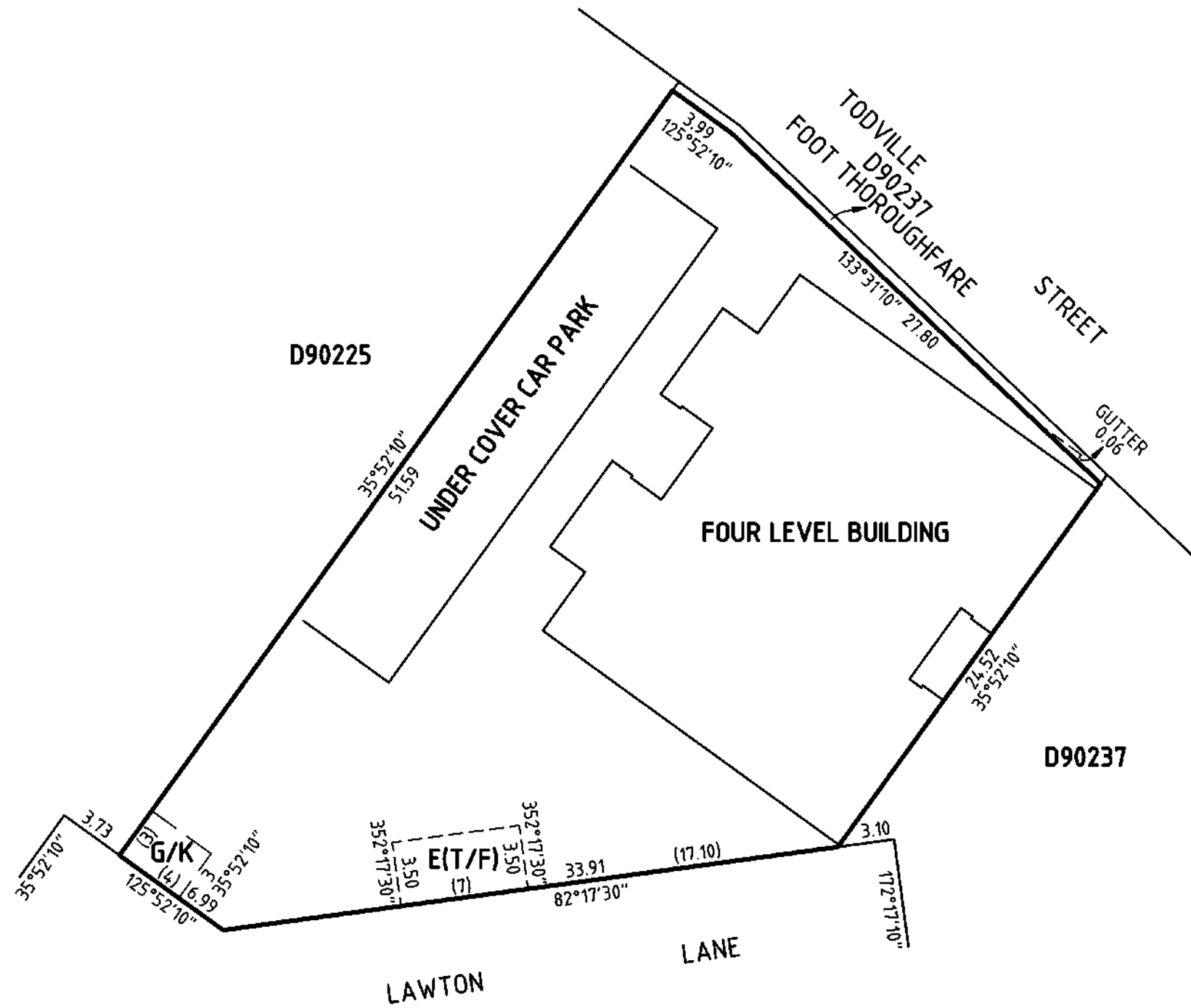
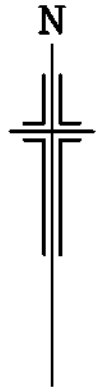
SHEET 2 OF 4

35147_pland_1_V02_Version_4

BEARING DATUM: MGA 94 ZONE 54

DERIVATION:

TOTAL AREA: 1290m²



SITE PLAN

Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN

P.O. BOX 1000 KENT TOWN 5071

Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE A133009COMM2(L)

SAHT ON 2865

JG 21/08/2012

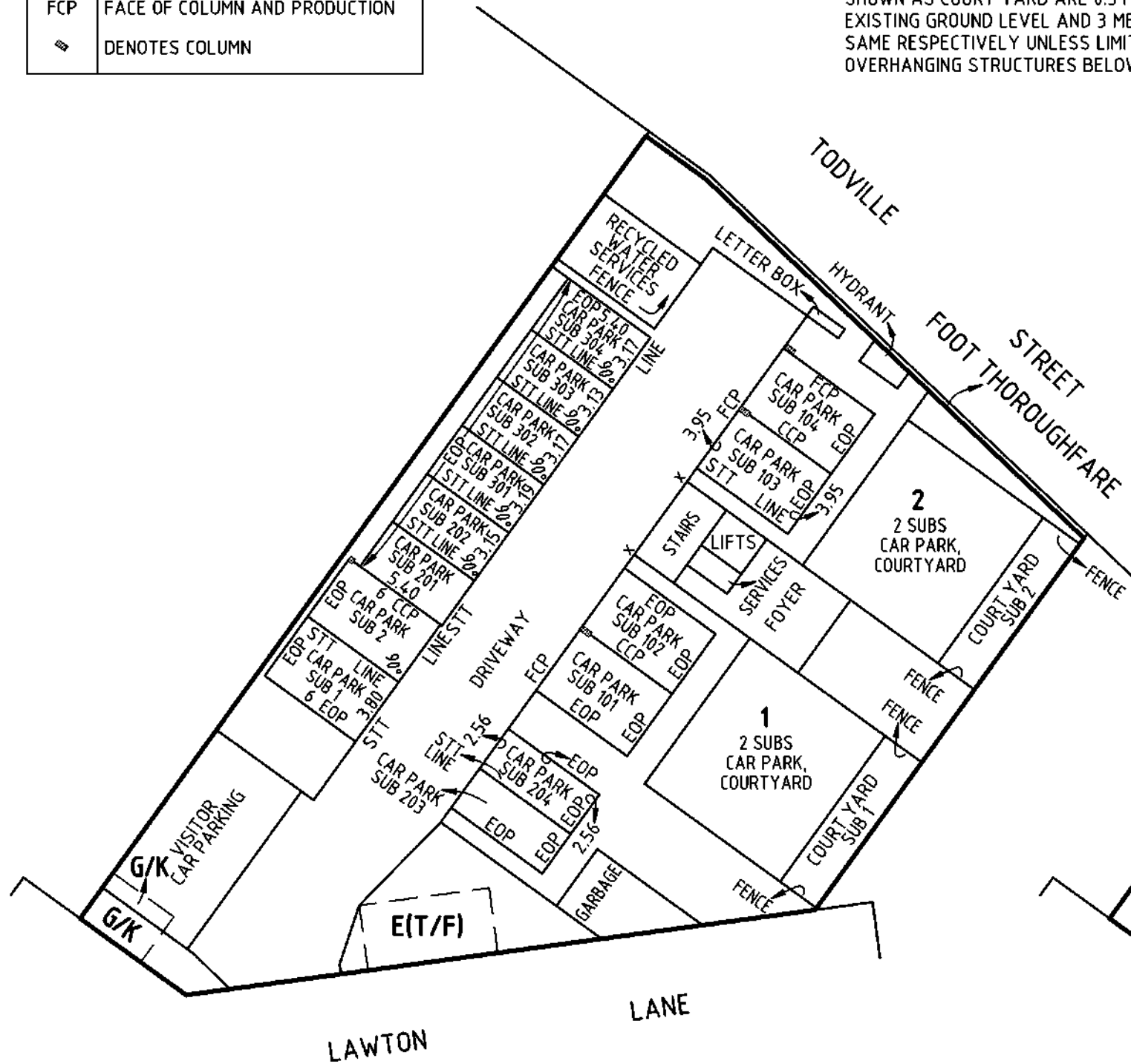
PN 71570100

LEGEND	
CCP	COLUMN AND CENTRELINE OF COLUMN PRODUCED
EOP	EDGE OF PAVEMENT
FCP	FACE OF COLUMN AND PRODUCTION
⊠	DENOTES COLUMN

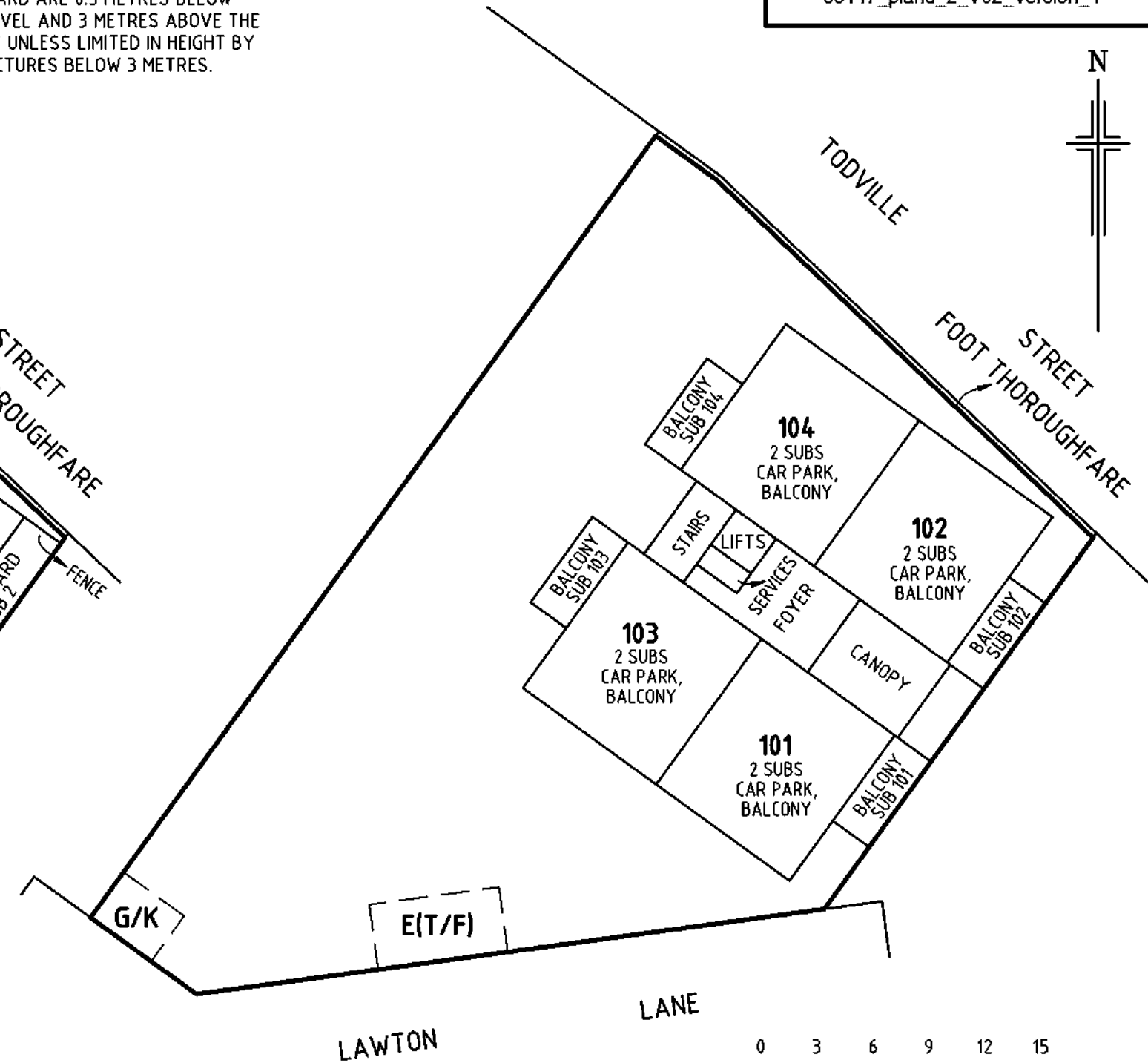
THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS CAR PARK ARE EXISTING FLOOR LEVEL SLAB AND 2.7 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 2.7 METRES.

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS COURT YARD ARE 0.3 METRES BELOW EXISTING GROUND LEVEL AND 3 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 3 METRES.



GROUND FLOOR PLAN



FIRST FLOOR PLAN



Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE A133009COMM2(L)	SAHT ON 2865
JG 21/08/2012	PN 71570100

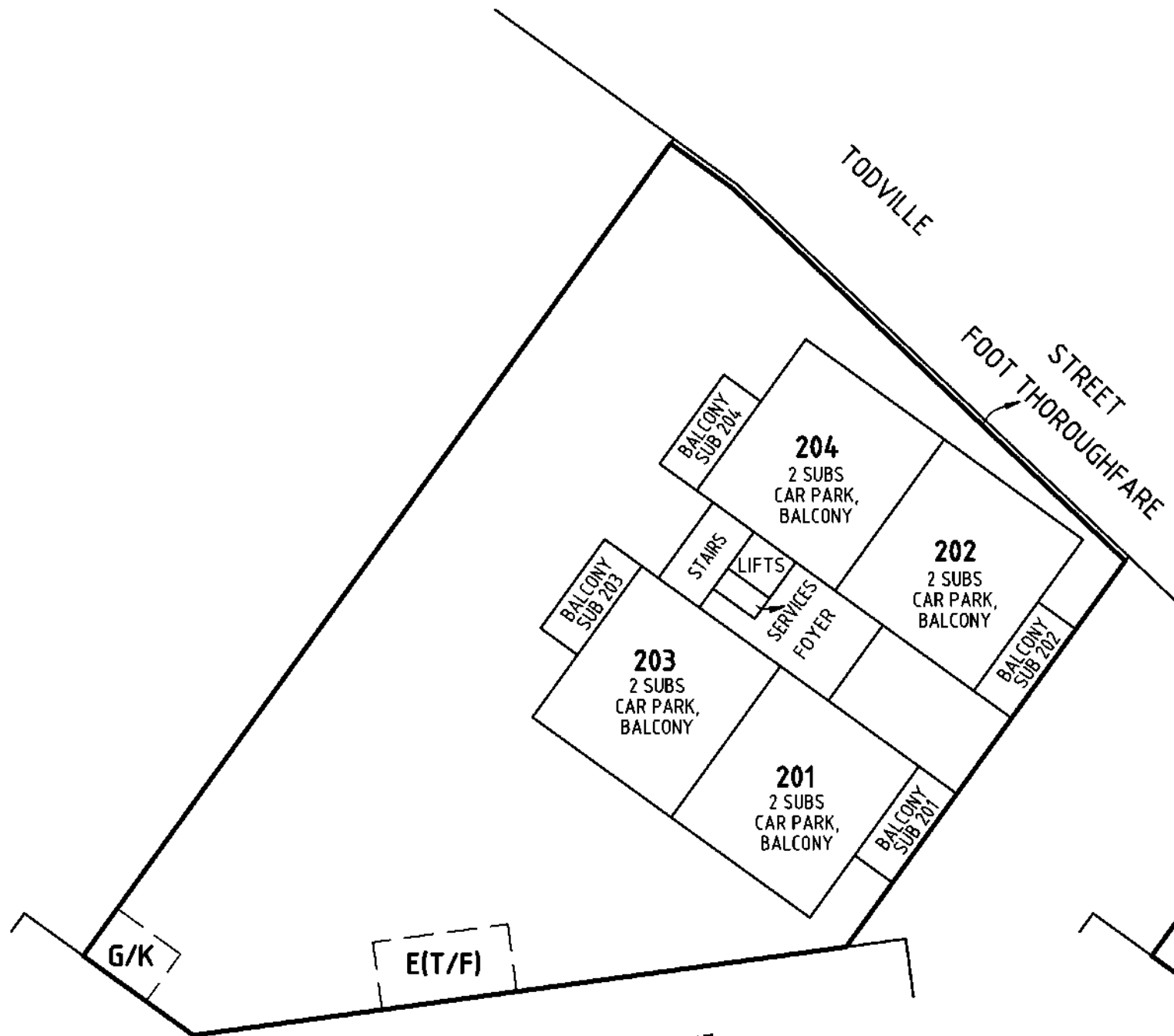
THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS CAR PARK ARE EXISTING FLOOR LEVEL SLAB AND 2.7 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 2.7 METRES.

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

C27521

SHEET 4 OF 4

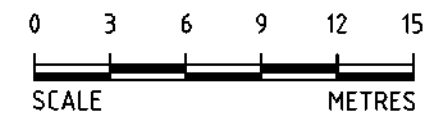
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SECOND FLOOR PLAN



THIRD FLOOR PLAN



Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE A133009COMM2(L)	SAHT ON 2865
JG 21/08/2012	PN 71570100

LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
1	698	
2	698	
101	693	
102	693	
103	693	
104	693	
201	713	
202	713	
203	713	
204	713	
301	745	
302	745	
303	745	
304	745	
AGGREGATE	10,000	

COMMUNITY PLAN NUMBER

CP 27521

THIS IS SHEET | OF | SHEETS

APPROVED

Donna

DEPOSITED

/ /

6 DEC 2012

[Signature]

PRO REGISTRAR-GENERAL

APPLICATION

11351145

CERTIFICATE OF LAND VALUER

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

Dated the 10th day of October 2012.

[Signature]

John Morgan, FAPI Certified Practising Valuer
Propell National Valuers SA/NT

Scheme Description

Primary Community Plan No. 27521

Community Division under DA 252/C049/11 of Lot 500 in
D90237

2 / Units 1-14 Todville Street, Woodville West

Index

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3. Purposes for which the Lots and Common Property may be used	4
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Community Corporation Number 27521 Incorporated

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

1. Definitions

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

Act means the *Community Titles Act 1996* (SA) as amended;

Building means four storey apartment building with associated car parking;

By-Laws means the By-Laws filed with this Scheme Description in relation to the Community Strata Plan.

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

Corporation means Community Corporation No.27521 Inc. constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

Community Parcel means the whole of the land comprised in the Community Strata Plan situated at Todville Street Woodville West, South Australia being the whole of the land comprised in Allotment 500 in DA 252/D017/11 being a portion of the land comprised in Certificate of Title Register Book Volume 5067 Folio 844;

Community Strata Plan means the plan of community division in respect of which this Scheme Description is filed, being Community Plan No. 27521;

Council means City of Charles Sturt;

Developer means the South Australian Housing Trust;

Lot means a Community Lot comprised in the Community Strata Plan;

Lotholder means the registered proprietor or proprietors of a Lot and where the context allows includes the Occupier of a Lot;

Regulations means the *Community Titles Regulations 2011* (SA) as amended;

1.1 Unless the contrary intention appears the following applies:

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

- (j) The meaning of general words is not limited to or by specific examples introduced by the words "including", "for example" or other similar expressions.

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

2. Identification of the Community Parcel, Lots and Common Property

- (a) The land to which this Scheme Description applies is the whole of the Community Parcel in Development No. 252/C049/11 over Allotment 500 in DA 252/D017/11 being a portion of Allotment 1 in DA 252/D113/10.
- (b) The Community Strata Plan divides the Community Parcel into 14 Lots and Common Property.

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

- (a) The Lots are to be used only for residential purposes.
- (b) There are Lot subsidiaries comprising car parks at ground floor level, courtyards and balconies.
- (c) The Common Property is to be used for the purposes of:
- (i) providing access to the Lots and Lot subsidiaries;
 - (ii) provision of visitor parking at ground floor level;
 - (iii) provision of garbage disposal facilities for the Lots;
 - (iv) provision of storage areas;
 - (v) provision of service infrastructure and services areas; and
 - (vi) for other uses approved by the Corporation from time to time.
- (d) The Lots, Lot Subsidiaries and Common Property are to be used by the Lotholders and persons authorised by them from time to time in accordance with the By-Laws.

4. Standard of buildings and other improvements

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

5. Development of Community Lots

The Developer has developed the Land in accordance with the development approval granted by the relevant planning authority and numbered DA 252/N007/11, subject to such amendments as approved by the relevant planning authority.

6. Development of the Common Property

- (a) The Common Property comprises:
- (i) the external structures of the Building constructed on the Community Parcel;
 - (ii) walkways, stairways, driveways, passages and entrance areas for access to the Lots and Lot subsidiaries;
 - (iii) recycle, green waste and garbage disposal facilities;
 - (iv) a stormwater interceptor system and pump out system;
 - (v) signage;
 - (vi) a solar hot water system;
 - (vii) storage areas for plant, equipment and services;
 - (viii) motorised security gates;
 - (ix) provision for service infrastructure including but not limited to water meter, fire hydrant, fire booster cabinet;
 - (x) lifts;
 - (xi) common landscaping and fencing; and
 - (xii) letterboxes; and
 - (xiii) external art work.
- (b) The Developer has constructed the improvements referred to in paragraph 6(a) on the Common Property. Construction has been undertaken in accordance with the development approvals granted by the relevant planning authority set out in paragraph 7, subject to such amendments as approved by the relevant planning authority and prior to the expiry of the development approvals or granted extensions thereof.
- (c) The standard of the work performed and the materials used on the Common Property are to fair average standard or such higher standard as the Developer, in its absolute discretion, has determined.
- (d) The Developer is under no obligation to further develop the Lots or Common Property.

7. Conditions of development imposed pursuant to the *Development Act 1993*

The division of the Community Parcel and construction of the Building is subject to conditions imposed by the relevant planning authority pursuant to development approvals (see Annexure A) numbered:

- DA 252/C049/11
- DA 252/N007/11

8. Other important features of the scheme

8.1 Telecommunications, Communications and Television Receiving Devices

The Corporation may from time to time on terms the Corporation requires in its complete discretion grant rights of occupancy over a portion of the Common Property:

- (a) to telecommunications service providers for the erection, maintenance and operation of mobile phone and other telecommunications towers, networks, services, facilities, plant and equipment and associated purposes; and/or

- (b) to owners of Lots and/or occupiers of Lots for the erection, maintenance and operation of telecommunications equipment, communications equipment and/or television receiving devices that the particular Lotholder and/or occupier may require.

8.2 Apportionment of Contributions

Corporation costs attributable to or in respect of facilities, services or parts of the Common Property that are used or for the benefit exclusively by the owners and occupiers of one or some Lots but not used or for the benefit of all Lots shall not be imposed or levied upon any owner or occupier of a Lot that does not have the benefit of or use of that particular facility, service or part of the Common Property.

8.3 General

The Corporation will co-ordinate the security and maintenance of the Community Parcel and the effective operation of the Common Property and for this purpose may enter into appropriate contracts with third parties for the provision of plan, equipment, goods and services for the benefit of owners of Lots.

9. Other information required by the Regulations

No other information is required by the regulations.

Endorsement by the relevant development authority

The Development Assessment Commission hereby endorses this Scheme Description in accordance with section 3(11) of the *Community Titles Act 1996* and confirms that:

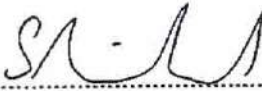
1. All the consents or approvals required under the *Development Act 1993* in relation to the division of land in accordance with the scheme description attached and the relevant plan of community division under the *Community Titles Act 1996* have been granted for a Community Title Land Division of the Land into 14 Community Lots and Common Property.
2. However, this endorsement does not limit the relevant authority's right to refuse, or place conditions on, development approvals under the *Development Act 1993* in relation to other development envisaged by the scheme or other authorisations still require.

SIGNED



Principal Planner

As delegate of the Development Assessment Commission

WITNESS 

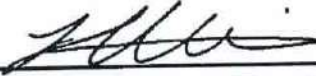
DATE 20.10.2012

Form 10

Sections 30(1)(ia), 31(3)(ab), 34(2)(e), 39(5a), 47(2)(ka), 50(7)(a)

Certificate as to preparation of scheme description, By-Laws or development contracts

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



Minter Ellison
Level 10, 25 Grenfell Street
Adelaide SA 5000

JEREMY HILL
24/10/2012

Annexure A – Copy of Development Approvals

South Australia - Regulation under the Development Act, 1993 Regulation 42

DECISION/NOTIFICATION FORM

Contact Officer: Gorica Burmazovic
 Telephone: 8303 0739

Development Number
 252/C049/11

FOR DEVELOPMENT APPLICATION

DATED: 24 February 2011
REGISTERED ON: 25 January 2012

TO: Housing SA
 Jason Arnold
 C/- Alexander Symonds Pty Ltd
 PO Box 1000
 KENT TOWN SA 5071
 EMAIL: jarnold@alexander.com.au

LOCATION OF PROPOSED DEVELOPMENT:

Lot No	Section	Street	Suburb	Hundred	Title Reference
A 45-48 in DP 4377		Todville Street	Woodville West	Yatala	CT 5067/844

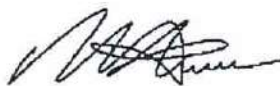
NATURE OF PROPOSED DEVELOPMENT:
 Land Division of Community Strata Title, one (1) allotment into 14 (13 additional allotments).

From: DEVELOPMENT ASSESSMENT COMMISSION

In respect of this proposed development you are informed that:

NATURE OF DECISION	CONSENT GRANTED	NO. OF CONDITIONS	CONSENT REFUSED	NOT APPLICABLE
Development Plan Consent	GRANTED	THREE (1)		
Land Division [Strata]	GRANTED	TWO (4)		
DEVELOPMENT APPROVAL	GRANTED	FIVE (5)		

Any conditions imposed are set out on the attached sheets.



Mark Adcock
PRINCIPAL PLANNER
DAC SECRETARIAT
as delegate of the
DEVELOPMENT ASSESSMENT COMMISSION
 Date of Decision: 31/1/2012
 [2] Sheets Attached

DEVELOPMENT APPLICATION – 252/C049/11

Planning Conditions

1. That except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development shall be established in strict accordance with the details and plans submitted in development application number 252/C049/11

Alexander & Symonds Pty Ltd – JG 15/12/2010 – Site Plan
Alexander & Symonds Pty Ltd – JG 15/12/2010 – Ground Floor Plan/First Floor Plan
Alexander & Symonds Pty Ltd – JG 15/12/2010 – Second Floor Plan/Third Floor Plan

Land Division Requirements

2. The applicant shall enter into a Land Management Agreement with the Council to ensure connection of all allotments to the third pipe system prior to Section 51 Clearance being granted.
3. The development shall not proceed until such time as the relevant works outlined in the superlot land division application 252/D113/10 have been completed, or an appropriate security arrangement or legally binding agreement has been entered into with the Council to ensure these works proceed.
4. That payment of \$78,778.00 shall be made into the Planning and Development Fund (14 allotments @ \$5627/allotment). Cheques shall be made payable and marked "Not Negotiable" to the Development Assessment Commission and payment made on Level 5, Roma Mitchell House, 136 North Terrace, Adelaide, (opposite the Railway Station) or sent to GPO Box 1815, Adelaide, SA 5001.
5. That two copies of a certified survey plan shall be lodged for Certificate purposes.

Advisory Notes

- a. The developer must inform potential purchasers of the community lots of the servicing arrangements and seek written agreement prior to settlement, as future alterations would be at full cost to the owner/applicant.
- b. The development must be substantially commenced or application for certificate made within 12 months of the date of this Notification, unless this period has been extended by the Development Assessment Commission.
- c. The applicant is also advised that the final land division certificate must be obtained from the Development Assessment Commission to complete the development within 3 years of the date of the Notification unless this period is extended by the Commission.
- c. The applicant will require a fresh consent before commencing or continuing the development if unable to satisfy these requirements.
- e. The applicant has a right of appeal against the conditions which have been imposed on this Development Plan Consent or Development Approval.
- f. Such an appeal must be lodged at the Environment, Resources and Development Court within two months of the day on which you receive this notice or such longer time as the Court may allow.
- g. The applicant is asked to contact the Court if wishing to appeal. The Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0300).



Mark Adcock
PRINCIPAL PLANNER
DAC SECRETARIAT
as delegate of the
DEVELOPMENT ASSESSMENT COMMISSION

Q:\development_assessment\development application\carter_51st_2572011\257_1949_11_housing at\decision documents\252_049_11_dec.doc

DECISION NOTIFICATION FORM

Development Number
 252/N007/11
 2010/0078/01 SH.330

FOR DEVELOPMENT APPLICATION

REGISTERED ON: 4 March 2011

Mr Patrick Mitchell
 Urban Development and Asset Investment, Housing SA
 Department for Families and Communities
 Level 5, Riverside Centre, North Terrace
 ADELAIDE SA 5000

LOCATION OF PROPOSED DEVELOPMENT:

Lot No	Section	Street	Suburb	Hundred	Title Reference
Lots 37-48 & 51-58 DP 4377		Todville Street	Woodville West	Yatala	CT's 5067/844, 5067/845, 5067/846, 5432/146, 5432/149, 5067/843

NATURE OF PROPOSED DEVELOPMENT: Stage 1 Residential Development Proposal comprising construction of 2 x 4 storey apartment buildings

From: **DEVELOPMENT ASSESSMENT COMMISSION**

In respect of this proposed development you are informed that:


NATURE OF DECISION	GRANTED	CONDITIONS
DEVELOPMENT APPROVAL	✓	ONE (1)

Condition of Approval

- That except where minor amendments may be required by other relevant Acts, or by conditions imposed by the building rules consent, the development shall be established in strict accordance with the details and plans submitted under the Commonwealth Nation Building Program and endorsed by the Office of the Coordinator General.

Advisory Note

- Pursuant to Regulation 92(2b)(a) of the *Development Regulations 2008*, where any development approved under the Commonwealth Nation Building Program for compliance with the building rules, one copy of the certified plans must be provided to the local Council.


 Phil Turvey
 Assessment Coordinator
 as delegate of the

DEVELOPMENT ASSESSMENT COMMISSION

Date of Decision: 4 March 2011

cc: CC Charles Sturt



FIRE ENGINEERING RISK ASSESSMENT – ACP CLADDING

Project: Alma Apartments

Issue: Stakeholder Review
Phases 1 & 2 Assessment

Revision: 1

Reference: 8466.220203.F.1

Dated: March 2022

BCA Engineers / Adelaide
L14, 99 Gawler Place, Adelaide SA 5000
PO BOX 3438, Rundle Mall SA 5000
T +61 8 8132 1700
enquiry@bcaengineers.com
bcaengineers.com

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Report Details

Revision	Issue	Date	Author	Reviewer
1	Stakeholder Review Preliminary Assessment Phases 1 & 2	March 2022	Voon Sen Chung BEng(Mech) EA 4584584	Nathan Brown BEng(Mech) CPEng(Fire Safety) EA NER 1140451 IFE Member 51001

0. Executive Summary

This Fire Engineering Risk Assessment (FERA) is specifically to be used for combustable cladding assessments only for occupied structures and is prepared following the guidelines set out under the Engineers Australia Society of Fire Safety Practice Guide – Façade/External Wall Fire Safety Design, Rev 002.

The assessment of risk of spread of fire and the impact to fire safety objectives is considered. The Commonwealth Work Health and Safety Act 2011 (ACT) and Health and Safety Regulations 2011 require a person conducting a business or responsible for managing the risk to health and safety, to eliminate risks So Far As Is Reasonably Practicable (SFAIRP). This is different to As Low As Reasonably Practicable (ALARP), based on risk reduction following AS/NZS ISO31000. The building construction industry historically uses ALARP during design and construction to reduce or minimise risk. ALARP, however, as a risk rating assessment is not suitable for meeting life safety/fire safety of occupied buildings.

The Life/Fire Safety Risk assessment in the cladding review follow the SFAIRP assessment process to evaluate:

- The likelihood of the hazard and the degree of harm
- What the duty holder is made aware of, or what that duty holder should know regarding the hazard and any measures for eliminating or reducing the risk
- Understanding the measures involved in eliminating or reducing the risk and the costs involved in this
- Determining what rectification measures are grossly disproportionate to the financial outlay to risk minimisation

The accepted methodology involves a three stage process:

Phase 1 – Initial Review

Phase 2 – Assessment Measures

Phase 3 – Remedial Measures

0.1 Initial review findings

The existing cladding installed was indicated as Aluminium Cladding (AC) panel based on the original architecture drawings. Combustibility testing was undertaken to confirm the combustibility of the installed product. Based on the combustibility test report, the installed ACP is classified under the Insurance Council of Australia Category as Category A and consistent with a BRE Category 3. Based on Category A, the cladding will burn aggressively and will likely spread quickly.

Due to the extent and location of the ACP, there is possibility that may impact to life safety, property and fire brigade intervention.

A copy of the fire safety design aspects for the building is located in Appendix A.

0.2 Assessment Measures

The assessment considered the impact to occupants, property and fire brigade of a fire spread from an ACP fire event. Based on the risk assessment, all fire scenarios were deemed to provide a low risk to the occupants, building and fire brigade.

The proposed remedial works for mitigating the risk to an acceptable low level is provided for consideration by the stakeholder, as indicated below.

0.3 Remedial Measures/Rectification

The remedial measures/rectification are presented as follow:

Option 1 – No remedial works

- No cladding replacement
 - Propose not to undertake any remedial measures/rectification as the current configuration of the building structure, passive and active fire protection have provided sufficient safety measures to prevent fire spread, especially vertical fire spread.

Option 2 – Full replacement cost estimate \$300,000.00

- Replace all ACP panelling to eliminate the risk entirely

In our opinion proceeding with Option 1 would be considered an acceptable approach in respect to the risk So Far Is As Reasonably Practical, as the expense is commensurate in reducing risk from the ACP cladding. As such, we recommend undertaking Option 1 remedial works above.

1.0 Scope of the Project

1.1 Contractual Context

BCA Engineers have been appointed to undertake a fire engineering risk assessment of the building, as noted above.

1.2 Regulatory Framework

This assessment is based on the following legislation, codes and guidelines:

- National Work Health and Safety ACT 2011 and Regulations 2011
- Building Code of Australia 2019, Australian Building Codes Board, 2019 performance requirements
- Engineers Australia, Society of Fire Safety, Practice Guide – Façade/External Wall Fire Safety Design Fire Safety Design Rev 002

1.3 Risk Assessment Approach

The risk assessment is based on So Far As Is Reasonably Practicable approach (SFAIRP).

The SFS Practice Guide summarises the reasoning for this approach as extracted below:

The key difference between the ALARP and SFAIRP approaches is that the former is risk focussed whereas the latter is precaution focussed and criticality driven which may perhaps be best summarised by Chief Justice Gibbs of the High Court of Australia¹ as follows:

“Where it is possible to guard against a foreseeable risk, which, though perhaps not great, nevertheless, cannot be called remote or fanciful, by adopting a means, which involves little difficulty or expense, the failure to adopt such means will in general be negligent.”

This means that it is irrelevant how low the estimated risk is, if more can be done for very little exertion, then the failure to do so will be negligent, in the event of an incident.

Considering the façade fire safety issue is not just a life safety issue, but also an issue related to the insurability of the building and building practitioners professional liability, the SFAIRP approach is recommended.

1.4 Existing Information

The following existing information was relied upon:

- a) Google Maps
- b) Existing Drawings – architecture drawings

1.5 Inspections and Testing

The following inspections and testing were undertaken/relied upon.

A site inspection conducted by Voon Sen Chung and Isaac Tech (BCA Engineers).

- 10 January 2022 initial site inspection and test samples taken

1.6 Validity and Limitations

The reader's attention is drawn to the following limitations with respect to the fire engineering risk assessment:

- As of March 2020, BCA Engineers have an insurance exclusion, for any fire safety advice, in regard to cladding above 3 storeys. If this assessment is for a structure above this level then the client is responsible for its own insurance or cover.
- The risk assessment is not provided to demonstrate compliance with the National Construction Code. The risk assessment is undertaken to assist in achieving a level of risk acceptable by all stakeholders, which may include financial institutions, insurers and underwriters, Safety Infringement notices issued by authorities (Such as the building fire safety committee, municipal building or Fire Authorities).
- Recommendations or potential solutions put forward in this assessment may require a building approval and contact with the local authority having jurisdiction must be undertaken. The preparation of details or specifications documenting any rectification measures may be required as part of obtaining a building permit. The engagement of a private certifier is recommended.
- This assessment does not consider amenity or non-fire related matters in the building such as health, amenity, security, energy efficiency, occupational health and safety, compliance with Disability Discrimination Act (DDA) etc, which are to be addressed by others.
- The installing contractor/builder is responsible for correctly interpreting the recommendations of and remedial works. BCA Engineers accept no responsibility from improper system design detailing, installation or inadequate management and use of the fire safety systems.
- This risk assessment excludes multiple ignition, arson or acts of terrorism or an act of God. Furthermore, this assessment does not consider protection of property (other than adjoining property), business interruption or losses, personal or moral obligations of the owner/occupier, reputation, environmental impacts, broader community issues etc.
- This assessment includes minor forms of arson as a single ignition source. Major arson involving accelerants and/or multiple ignition sources are beyond the scope of this assessment and have been excluded.

2.0 Project Specifics

2.1 Relevant Stakeholders

The project stakeholders are as outlined below in Table 2.1

Table 2.1 – Relevant Stakeholders

Name	Company	Role
Paul Stephenson	Strata Management SA	Director
TBC	TBC	Insurer
Tony Travaglione	City of Charles Sturt	Council – Building Fire Safety Committee
Nathan Brown / Voon Sen Chung	BCA Engineers	Fire Safety Engineers

2.2 Principal Building Characteristics

2.2.1 General

2 Todville Street is a four storeys building structure. Ground floor to third floor comprising accommodation apartments and open air carpark at ground floor.

The building classification and details are classified as apartment (Class 2) building. The building requires Type A construction with non-combustible cladding.



Figure 2.1 – Building Location

2.2.2 Site Location

The building site is located at the corner of Clarke Terrace, Todville Street and Lawton Lane.



Figure 2.2 – Site Plan

2.2.3 Fire Brigade Access



Figure 2.3 – Fire Station

The local fire response is located at Woodville Metropolitan Fire Service, with an estimated typical travel time of six minutes.

The building has a monitored fire detection system connected to the fire brigade and fire sprinkler system throughout the building.

2.2.4 Active Fire Protection Systems

The building is provided with fire hydrant, fire sprinkler, fire extinguisher, and fire detection and alarm system. There is a combined fire hydrant and sprinkler booster with sprinkler control valve located adjacent to Todville Street.

The fire hydrant system includes external fire hydrant at ground floor and internal fire hydrants within the fire stair. The fire sprinkler system is designed based on AS2118.4 and is provided with flow switch at every level.

The fire detection system has an Ampac fire indicator panel monitored to the fire brigade and located at ground floor foyer. Smoke detectors are installed at the foyers (public space) and within the fire stair at all levels. Occupant warning speakers are provided at the foyers to provide early warning to occupants. This system is considered to comply with AS 1670.1.

In the apartments, there are 240V smoke alarms connecting to dedicated circuits from local distribution board.



Figure 2.4 – Combined Fire Hydrant & Sprinkler Booster



Figure 2.5 – Fire Indicator Panel

2.2.5 Building Structure & Façade

The building structure comprises precast concrete panels at all external walls. All internal wall is constructed with lightweight wall with steel stud frame, lined with plasterboard or fire rated plasterboard.

The ACP cladding element located at the main entrance façade from first floor to third floor and the ACP is separated by the windows at the foyers (not continuous). There is ACP cladding element around the roof at the soffit and fascia.

Generally, the structure is considered to meet the Type A construction requirements. However, the major non-compliance appears to only consider ACP combustible cladding elements.

The following plan highlighted in red indicate the extent of cladding:

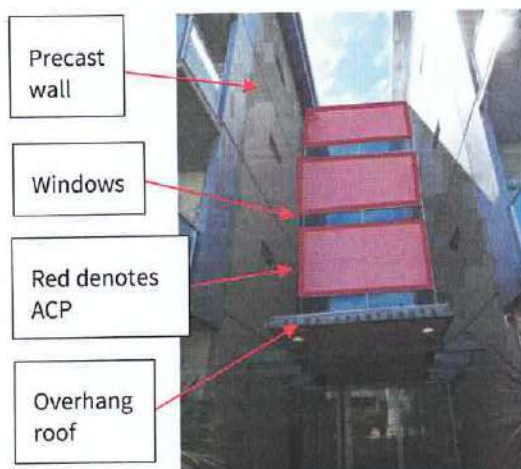


Figure 2.6 – Main Entrance

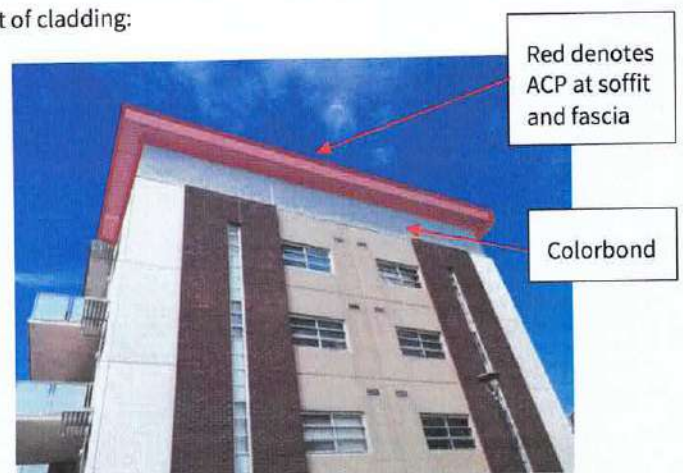


Figure 2.7 – Main Entrance

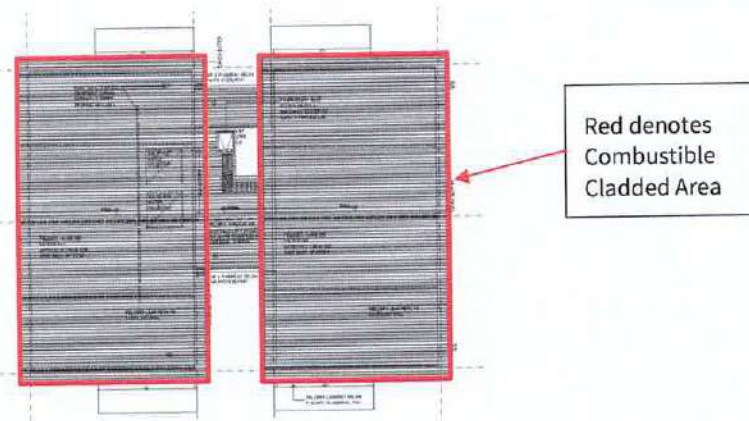


Figure 2.8 – Roof Plan

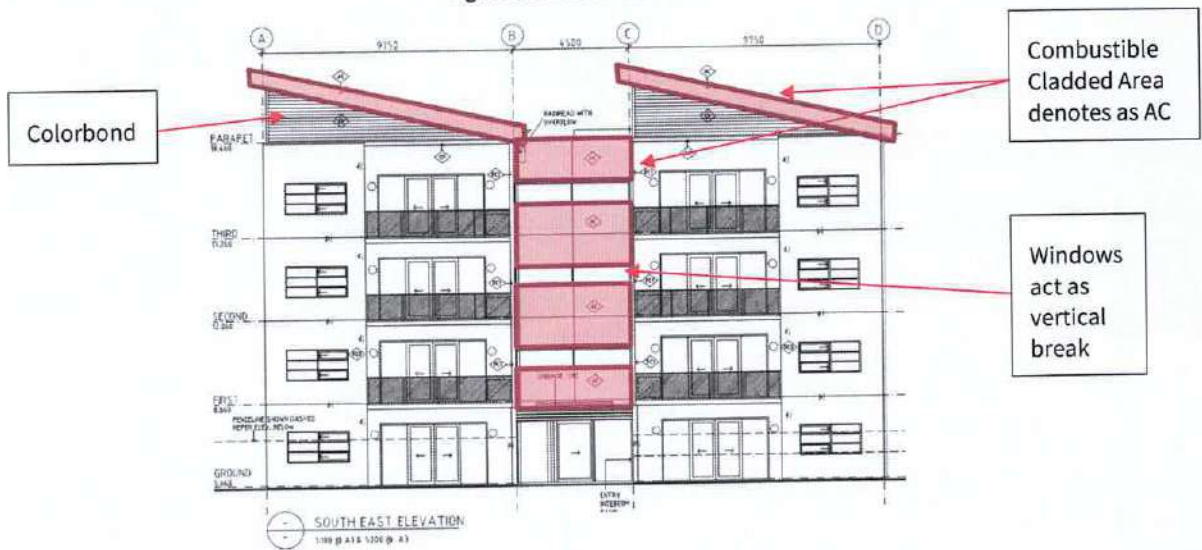


Figure 2.9 – South East Elevation ACP Panel (Main Entrance Façade)

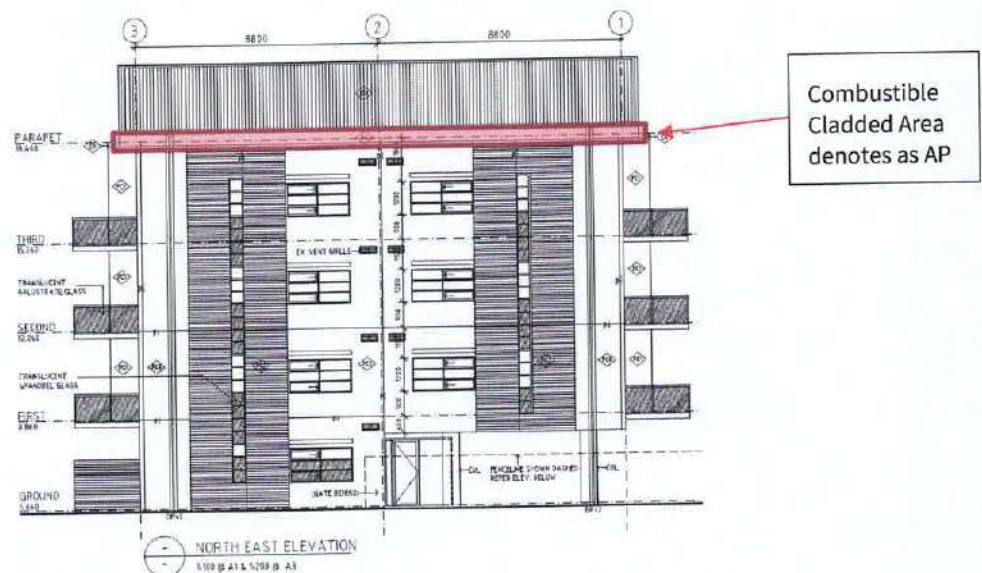


Figure 2.10 – North East Elevation ACP Panel

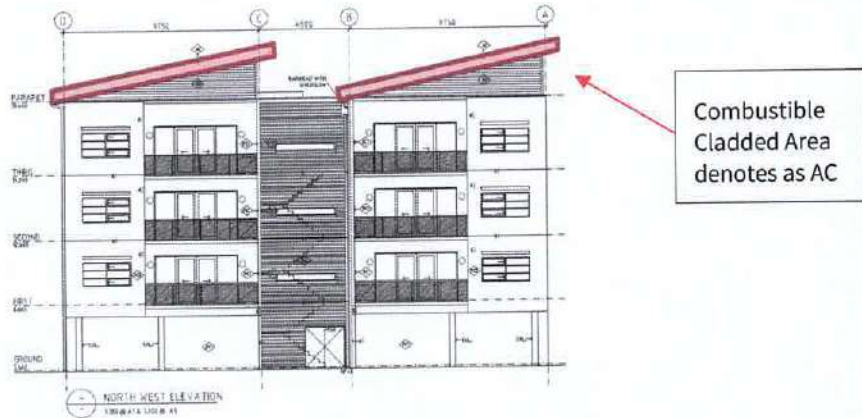


Figure 2.11 – North West Elevation ACP Panel

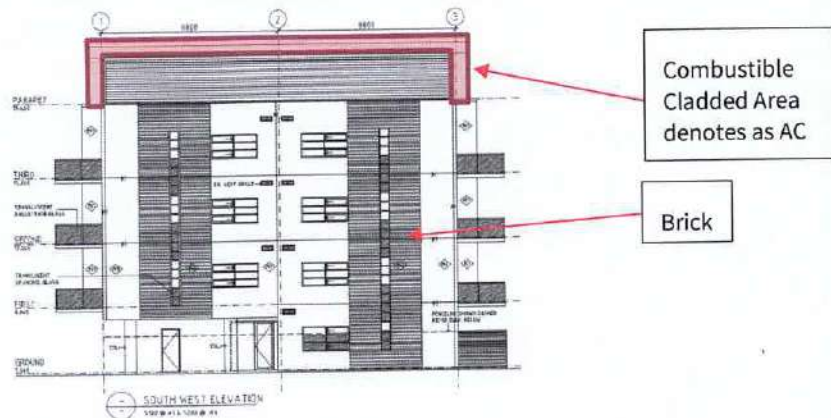


Figure 2.12 – South West Elevation ACP Panel

2.2.6 Egress

The building consists of four storeys with apartments (Class 2) at all levels and provided with a single fire stair in the building for egress purposes. The building occupants are required to egress through the fire stair, discharge through an overhang concrete slab at ground floor adjacent to the carpark, and then discharge to open space.

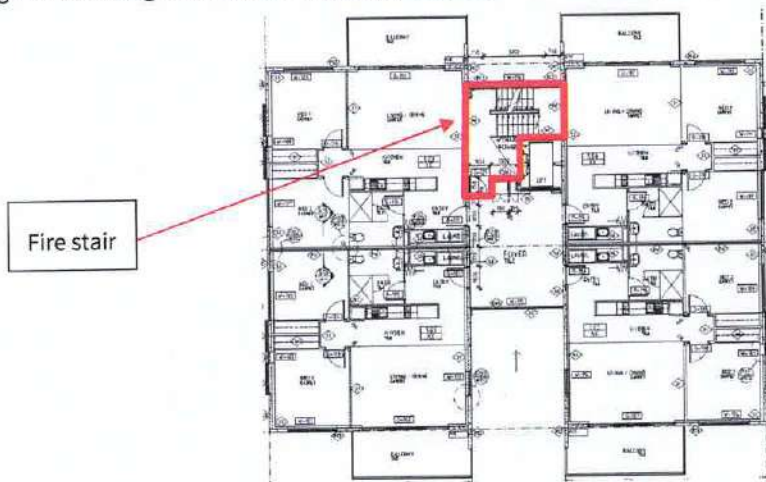


Figure 2.13 – First to Third Floor Egress Routes

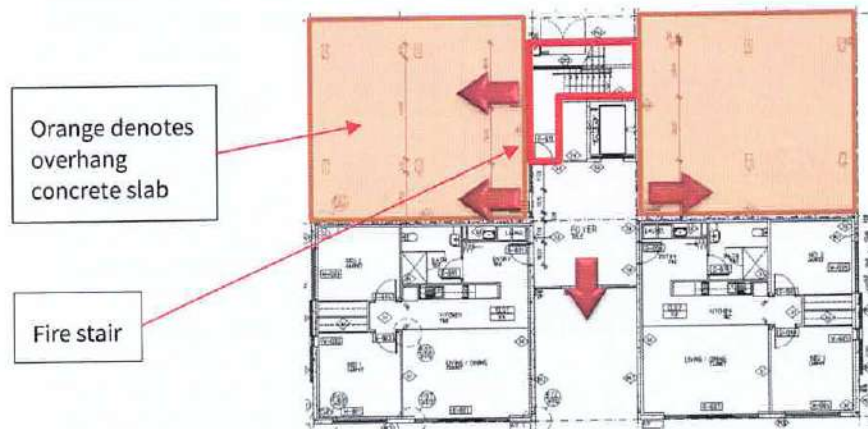


Figure 2.14 – Ground Floor Egress Routes



Figure 2.15 – Ground Floor Egress Routes

2.2.7 Emergency Training

Emergency Evacuation Procedures are assumed to be provided in accordance with AS3745-2010 'Planning for emergencies in facilities'.

2.2.8 Population Numbers

The building has a total of fourteen apartments with two bedrooms. Based on this information, we are making an assumption of four occupants per apartment. This will result in approximately 56 occupants in the building.

3.0 Phase 1 – Initial Review

3.1 Identification of combustible façade elements

The client provided information and existing drawings in relation to the installed ACP cladding. Combustibility testing was undertaken to identify the combustibility of the ACP installed at the building. Based upon the Cetec testing lab report (appended to this report), the cladding is considered combustible due to the presence of highly combustible polyethylene core with little to no fire retardant fillers. No sarking/insulation material was found behind the ACP panel.

Based on our initial site inspection, the fire stair discharges is not compromised by the presence of ACP as the building occupants are able to travel under a concrete slab /roof before arriving to an open space from the stair discharge.

Most of the ACP is cladded around the roof soffit and fascia. This can result in fallen debris in the event of an ACP fire. This would be considered to have a significant impact to building occupants and fire brigade intervention.

As such, this ACP cladding issue is raised by the City of Charles Sturt Building Fire Safety Committee notice dated on 20 July 2021, is considered to have an impact to life safety, property and fire brigade intervention.

3.2 Nature and System assembly of ACP

The ACP is attached to a framed wall and utilises a flat stick fixing system. Given the location of the existing cladding, it will contribute to fire spread to floor levels above via openings, windows, and glazing/doors.

The existing ACP cladding panel contains highly combustible polyethylene core with little or no fire retardant fillers. Reference is made to proxy testing using various test methods including Calorimeter Energy release, X-Ray, FTIR and other methods to identify the component ratio of combustible core to non-combustible core fillers (Fire retardants).

A universal risk ranking protocol was introduced throughout Europe/Australia. In the UK a total calorimetry screening method was developed for ACP to rank the core materials into three different categories and now forms a reference for BRE categories and the Insurance Council of Australia (in conjunction with the FPA, Engineers Australia) risk ranking protocol.

Table 3.1 – Risk Ranking Protocol

European classification	D	B	A2
Calorimeter energy release	>35MJ/kg	>3 and <35 MJ/kg	<3 MJ/kg
Approximate % polymer	100	30	7
BRE category	3	2	1
ICA/FPA/EA protocol	A	B	C

Based on the combustibility testing report, the ACP core is ranked as a **BRE category 3, ICA Class A risk** as indicated below.

1. *Category 3 ACP's – those with near 100% PE core, will burn aggressively vertically (both up and down from the ignition point), regardless of the type of insulation or sarking behind.*
2. *Category 2 ACP's – those with around 30% PE in their core, will burn vertically beyond two floors above the ignition point if the insulation or sarking behind is combustible/fire retardant.*
3. *Category 1 ACP's – those with no more than 7% PE (classified limited combustibility in the UK), should not propagate a fire beyond two floors above the ignition location, with combustible/fire retardant insulation or sarking.*
4. *Category 2 and 1 ACP's should not propagate a fire beyond two floors above the ignition point, with non-combustible insulation and/or sarking behind.*

3.3 Fire Safety Design Aspects

Specific fire safety design aspects which influence the risk assessment of the cladding are included in Appendix A and considered as part of the phase 2 risk assessment.

3.4 Hazard Identification

The hazard identification study considers all aspects of the buildings construction, use and systems active or passive and potential fire scenarios due the combustible cladding.

The specific hazards identified based on the site inspection, ACP assembly and fire safety design aspects are as indicated in the table below.

Based on the SFAIRP approach the likelihood of a significant fire occurring is always considered to occur and as such the consequences of that fire event has to be further assessed.

Table 3.2 – ACP Fire Hazards

Hazard	Hazard	Consequence
1	Fire in apartments	Fire in apartments spread to ACP and causes rapid fire spread and smoke into the building. Fire/smoke spread into the building may trap/impece evacuation of occupants.
2	Fire in foyers	Fire in foyers spread to ACP and causes rapid fire spread internally and externally, and smoke spread into the building. Fire/smoke spread into the building may trap/impece evacuation of occupants.
3	Arson at ground floor	Arson at ground floor spreads to ACP located on first floor and causes rapid fire spread and smoke into the building. Fire/smoke spread into the building may trap/impece evacuation of occupants.

4.0 Phase 2 – Assessment

4.1 Assessment Objectives

The assessment goals/objectives as discussed on site with stakeholders are limited to:

- a. Life safety - Eliminating or reducing risk to occupants from an ACP fire
- b. Property - Minimising the impact of property damage/fire spread from an ACP
- c. Fire Fighting impact from an ACP fire

4.2 Fire Scenario's

The following fire scenarios are identified based on the hazard identification study.

Table 4.1 – Fire Scenario's

Fire Scenario's	Description	Scenario Number
Internal Fire	Fire in third floor apartments	1
	Fire in foyers	2
External Fire	Arson at ground floor overhang canopy	3
	Fire at third floor apartment balconies	4

The probability of fire occurring and causing undue fire spread is based on the following table.

Table 4.2 – Probability of Undue Fire Spread

	Probability %/annum	Occurrence
Highly Likely	>90	Once a year or more
Likely	50-90	Once every 2 years
Possible	10-50	Once every 5 years
Unlikely	3-10	Once in building life (30 years)
Rare	<3	Unlikely to occur, however, still could occur in life of building

The severity of the event (expected consequence) is as per the table 4.3.

Table 4.3 – Severity Of The Event (Expected Consequence)

Consequence	Life safety	Property	Fire Brigade
Catastrophic	Multiple fatalities	Building destroyed.	Fire brigade, loss of life and equipment, no fire control.
Very severe/ Fatal	Single fatality, multiple injuries	Building suffers significant structural damage, complete loss of business operations.	Significant injury, very dangerous operational search and rescue risks, loss of fire control.
Severe	Severe injury. Multiple minor injuries	Widespread fire/smoke spread, significant interruption to business.	Fire brigade impeded by lack of response time, poor water supply, poor access and multiple fire locations.
Moderate	A single minor injury	Fire contained to part of a building, 50m ² damage less than \$50k and some minor business disruption.	Increased fire spread, operational response required.
Minor	First Aid Only	Small, localised fire damage, minimal business disruption.	Single appliance attendance, contain and secure fire quickly.

The level of risk to the objectives is determined from the probability and severity of a fire event.

Table 4.4 – Probability and Severity of a Fire Event

		Probability				
		Rare	Unlikely	Possible	Likely	Highly Likely
Severity		A	B	C	D	E
Catastrophic	I	High	High	Extreme	Extreme	Extreme
Very severe/Fatal	II	Medium	Medium	High	Extreme	Extreme
Severe	III	Low	Medium	Medium	High	High
Moderate	IV	Low	Low	Medium	Medium	Medium
Minor	V	Low	Low	Low	Low	Medium

Based on the risk rating, the level of treatment is summarised in table 4.5 below. Specific treatment measures are provided in the recommendation of this report.

Table 4.5 – Level of Treatment Risk Rating

Risk Level	Proposed Treatment
Low	No upgrade work considered necessary; risk is considered low.
Medium	Remedial measures and/or replacement of ACP is recommended.
High	Remedial works or replacement of ACP is required, short term intermediary measures recommended.
Extreme	Replacement of ACP is required, and short term additional measures required.

4.3 Current Condition Risk Assessment

The following risk assessments are undertaken to reflect current conditions to that of remedial action.

Risks considered low are considered to reflect that of a compliant building meeting its current function and use. Low risks therefore are not considered to require any further assessment.

Fire Scenario 1 – Fire in third floor apartments



Figure 4.1 – Fire Scenario 1

This scenario is considered rare as the building is protected with fire sprinklers throughout. Fire sprinklers are highly reliable to assist controlling a fire, as the fire sprinklers operate within 68°C to 93°C which is well below when the ACP core begins to soften. This can prevent fire within the third floor apartment from breakout through the openings and spread to the external ACP.

Impact to occupants – If a fire is to occur in the apartments then this will cause fire spread and possibly spread to the ACP if the fire breakout through the openings. Fire spread to ACP is more likely to occur at third floor only, as such third floor building occupants will be the most impacted. Occupants require to use the fire isolated stairs for egress purposes. This scenario is considered to have a moderate impact to occupants as this is mainly affecting third floor building occupants only.

Property – As the building is protected with monitored fire detection system to notify the fire brigade, the impact to the property from this fire scenario is moderate.

Impact to fire brigade – The installation of fire detection system and fire hydrant system incorporating a booster can assist and shorten the time for fire brigade operations. There are internal fire hydrants located in the fire isolated stair to provide safe staging area for the fire brigade prior to fight the fire in the respective floor. This scenario is considered to have a moderate impact to fire brigade. There are also multiple external water supplies and good access for firefighting externally along Todville Street.

Fire Scenario 2 – Fire in foyers

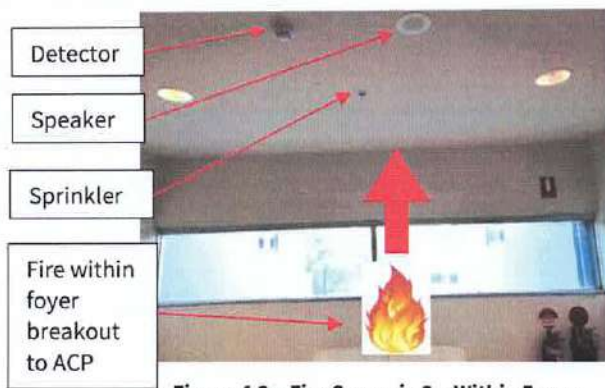


Figure 4.2 – Fire Scenario 2 – Within Foyer



Figure 4.3 – Fire Scenario 2 – External Façade

This scenario is considered rare as the building is protected with fire sprinklers throughout. Fire sprinklers are highly reliable to assist on controlling a fire, as the fire sprinklers operate within 68°C to 93°C which is well below the ACP core begins to soften. This can prevent fire within the third floor apartment breakout through the openings and spread to the ACP.

With the installation of smoke detector and occupant warning speaker in the foyer, smoke detectors can provide early warning to the building occupants for evacuation and notify the fire brigade for early intervention. Early warning of an internal building fire may allow early extinguishment prior to spreading to the façade.

Impact to occupants – If a fire breaks out from the foyers then this will cause rapid fire spread to ACP located at external façade due to the window openings. This will lead to potential fire/smoke spread into building through ceiling space and wall cavity at all levels. As mentioned above, with the installation of smoke detector in the foyer, early ignition of fire can be detected without compromising the egress path. This scenario is considered to have a moderate impact to occupants.

Property – As the building is protected with monitored fire detection and sprinkler systems to notify the fire brigade, the impact to the property from this fire scenario is moderate.

Impact to fire brigade – The installation of fire detection system and fire hydrant system incorporating a booster can assist and shorten the time for fire brigade operations. There are internal fire hydrants located in the fire isolated stair to provide safe staging area for the fire brigade prior to fight the fire in the respective floor.

This scenario is considered to have a moderate impact to fire brigade. There are also multiple external water supplies and good access for firefighting externally along Todville Street.

Fire Scenario 3 – Arson at ground floor overhang canopy



Figure 4.4 – Fire Scenario 3

Alma Apartments building has two apartments at ground floor and is surrounded with nearby town houses with an adjacent apartment buildings which can act as a deterrent. The building is also located adjacent to Todville Street which is considered to be a high traffic road. There is also an overhang canopy that can prevent fire directly exposed to the ACP. This scenario is rare as the incidence of arson is rare.

Impact to occupants – If a fire to occur externally, the occupants will be required to use the fire stair and rear exit for egress. Fire may spread rapidly to the adjacent ACP at the main entrance façade and potential fire/smoke spread into the building including ceiling space and occupied areas at all levels. Only when fire spreads into the building will initiate a general fire alarm. This scenario is considered to have a moderate impact to occupants as there is an alternative egress path provided.

Property – Unchecked fire spread externally will cause significant façade fire damage, as there are no fire detection systems installed externally. Only when fire spreads into the building will it initiate a general fire alarm. As such, without early detection and warning to notify the fire brigade, external fire damage and property impact would occur. This is considered to have severe impact to the property.

Impact to fire brigade – The installation of fire detection system and fire hydrant system incorporating a booster can assist and shorten the time for fire brigade operations. There are internal fire hydrants located in the fire isolated stair to provide safe staging area for the fire brigade prior to fight the fire in the respective floor. There are also multiple external water supplies and good access for firefighting externally along Todville Street.

The size of an unchecked external façade fire would require significant increased operational resources from the fire brigade and place the fire brigade in increased operational risk. As such, this is considered a very severe impact for the fire brigade.

Fire Scenario 4 – Fire at third floor apartment balconies



Figure 4.5 – Fire Scenario 4 – Photo

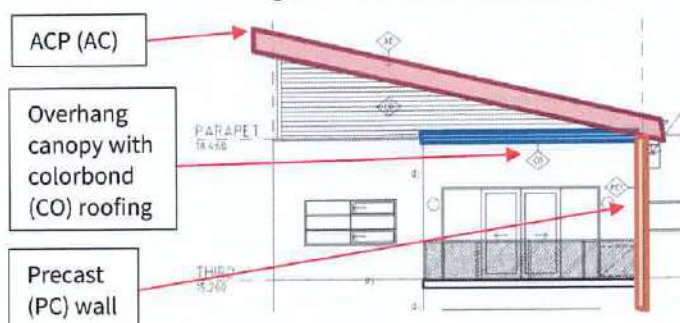


Figure 4.6 – Fire Scenario 4 – Elevation View

With the existing building configuration, the balcony is constructed with an overhang canopy with colorbond roofing and the overhang canopy extrudes outward. At the side of the balcony, it is constructed with a precast wall. With this configuration, the ACP at the soffit and fascia are not directly exposed to the third floor balcony. As such, this scenario is considered rare.

Impact to occupants – If fire were to occur at the balcony, this would have an impact to the occupants within the respective apartment only. Unless fire spreads into the apartment, this may impede the building occupants egress path. Only when fire spreads into the building foyer will initiate a general fire alarm. This scenario is considered moderate impact to occupants as the external fire at the balcony is less likely to interfere with the egress path.

Property – Unchecked fire spread externally will cause significant façade fire damage, as there are no fire detection system installed externally. As such, without early detection and warning to notify the fire brigade external fire damage and property impact would occur. This is considered to have severe impact to the property.

Impact to fire brigade – The installation of fire detection system and fire hydrant system incorporating a booster can assist and shorten the time for fire brigade operations. There are internal fire hydrants located in the fire isolated stair to provide safe staging area for the fire brigade prior to fight the fire in the respective floor. There are also multiple external water supplies and good access for firefighting externally along Todville Street.

The size of an unchecked external façade fire would require significant increased operational resources from the fire brigade and place the fire brigade in increased operational risk. As such, this is considered a very severe impact for the fire brigade.

Current Risk Summary

Fire Scenario	Impact	Probability	Consequence	Risk Rating
1 – Fire in third floor apartments	Life	Rare	Moderate	Low
	Property	Rare	Moderate	Low
	Fire Brigade	Rare	Moderate	Low
2 – Fire in foyers	Life	Rare	Moderate	Low
	Property	Rare	Moderate	Low
	Fire Brigade	Rare	Moderate	Low
3 – Arson at ground floor overhang canopy	Life	Rare	Moderate	Low
	Property	Rare	Severe	Low
	Fire Brigade	Rare	Severe	Low
4 – Fire at third floor apartment balconies	Life	Rare	Moderate	Low
	Property	Rare	Severe	Low
	Fire Brigade	Rare	Severe	Low

5.0 Remedial Measures/Rectification

Based on the current use of the building, all fire scenarios have low risk to life safety, property and fire brigade.

As such, we propose two strategies for risk mitigation:

Option 1 – No remedial works

- No cladding replacement
 - Propose not to undertake any remedial measures/rectification as the current configuration of the building structure, passive and active fire protection have provided sufficient safety measures to prevent fire spread, especially vertical fire spread.

Option 2 – Full replacement cost estimate \$300,000.00

- Replace all ACP panelling to eliminate the risk entirely

Impact to Fire Brigade from Current Cladding Arrangement:

In respect to fire brigade intervention, based on our assessment, we consider to be a low risk for an internal fire spread to the external ACP cladding. This is mainly due to the installation of early warning detection system monitored to the fire brigade and the installation of fire sprinklers throughout the building. At the time of construction of this building, fire sprinklers were not required under building regulations.

For an external fire start event, including arson and fire at balcony, there are no interconnecting ACP cladding from ground floor to third floor, as the existing building configuration has separated the ACP cladding with window openings or balcony projections considered as fire breaks. As such, the “breaks” can minimise the external fire spread impact to reduce the fire brigade intervention risk.

However, this is a discussion to be had and the final decision to be made by the stakeholders. In our opinion proceeding with this option is the right approach in respect to the low risk So Far Is As Reasonably Practical approach, as the expense is commensurate in context to reducing risk from the ACP cladding as fire spread and ignition to ACP cladding has been considered for each risk assessment.

Phase 3 or if the cladding is to be replaced, then this could be deemed repair work and correspondence with the local council is recommended to advise of this situation.

Appendix A – Fire Safety Design Aspects

System	Element	Subject	Observations/issues
Building Façade	External Wall Composition	Panel	ACP is Category A
		Insulation & Weatherproofing Material/Product	N/A
		Installation Mechanisms	Used as a decorative wall/cladding system.
		Cavities	N/A
		Structural Wall Elements	N/A
		Attachments	N/A
		Quantity & location	The external wall at the main entrance façade, and around the soffit and fascia. These do not comply with fire hazard properties of materials for Type A construction.
	Balcony Design	Protection	N/A
		Hazard	N/A
		Design	N/A
	Openings	Vents/Louvres	N/A
		Doors/Windows	Window and door. Fire spread from external wall and balconies.
	Ignition Sources	Ignition of panel or cavity	Recessed light fittings.
	Fire Source	Internal	Main entrance foyer and apartments.
		External	Arson
		Boundary	N/A

System	Element	Subject	Observations/issues
Active Systems	Sprinklers	System Design	Sprinklers provided at throughout the building in accordance to AS2118.4.
		Reliability	Water supply for sprinklers from town supply. Incoming valves monitored.
	Hydrants (Internal)	System Design	Within fire isolated stairs
		Coverage	30 metre hose lengths and 10 metre water spray
	Hydrants (External)	System design	1-off external fire hydrant and street plugs
		Coverage	Coverage from external/internal hydrants considered acceptable.
	Detection & Alarm	Building Alarm Strategy	System arranged as an all-out. Any GFA calls Fire Brigade (SA Fire Service).
		System Design	GFA calls Fire Brigade.
		Reliability	Power supply from dedicated circuit back to DB. Power Fault monitored to SA Fire Brigade.
	Passive Fire Protection	Vertical compartmentation	Spandrels
Fire stopping slab to façade			Services inspected appeared to be fire stopped.
Cavity barriers			Unknown.
Internal compartmentation		Strategy	Bounding construction between apartments
		Duration	90 mins
Population	Building Use	NCC/BCA Classes and location (floors or parts of) Use – fuel load and ignition sources	7a Carpark (Ground floor open air carpark) and Class 2 Apartments (Ground to third floor)
	Occupancy Profile	Occupancy – characteristics, familiarity	High building familiarity of building occupants.

System	Element	Subject	Observations/issues
		Occupant vulnerability	Assume emergency plans are provided in place.
	Management	Management – staff: visitor ratio, training, wardens, security presence	No site management
	No. of occupants / Sole occupancy units	No of people directly affected by a fire event.	Potentially 50 to 60 building occupants will be affected.
	Firefighting intervention	Impact on egress	Due to sprinkler protected building, this is considered to have less impact to the fire fighting.
Means of Escape	Exit width capacity	Issues that may affect and/or reduce the exit capacity	Moderate impact as occupants will be required to move through single fire stair.
	Location of exits (internal /external)	Location and design of exits	Single fire stair is provided for egress purposes. All exits are either protected by overhang roof or overhang concrete slab at ground level which will not be compromised by ACP.
	Exits construction	Fire exit construction details	Single fire stair is provided.
Fire-Fighting	Access	Fire stairs, access size, travel distance, capacity, evacuating occupants, mobility impaired	Fire brigade can access through the fire stairs and exits around the building.
		Fire-fighter tenability	Internal search and rescue from multiple exits throughout the building and fire stairs.
	Facilities	Facilities available for Fire Brigade use	Yes, hydrants and booster. ACP located at third floor adjacent to the booster.

System	Element	Subject	Observations/issues
	Intervention	Internal building intervention	ACP may impact the Fire Brigade intervention time.
	Building	Location	Building location within six mins response of Woodville Metropolitan Fire Service.
	Landscape	Safe clearances to external and street hydrant, building set-backs, fire appliance hard stand, façade height.	External/internal fire hydrants in the fire stair or street plugs can be alternative options for fire brigade to contain ACP fire.
	External operations	Consultation with the brigade required	If ACP were to remain, consultation with SA fire service and council required.
Existing Condition	Essential Safety Measures	Maintenance of systems	Assume the building is tested and maintained to minister's specification SA76 (South Australia).
		Fire protection	N/A
		Warden training & site wide fire safety maintenance	Assume the building has procedures to AS3745.
	Management	Training	N/A
		Occupants	Unsure level of occupant training?
Construction	Staging	Interim measures	N/A
		Active System	Not required.
		Management	Recommend evacuation management procedure changes for areas located in close proximity to the external ACP.

Appendix B – CETEC Professional Scientific Solutions Report



BCA Engineers – Building Façade Material Investigation Report

Indicative Flammability Potential, Composition and Preliminary Toxicity Screening of Exterior Cladding Systems

CETEC Project Reference:	V2201010
Engaged By:	Voon Sen Chung
Company:	BCA Engineers
Company Address:	33 Rundle St, Kent Town SA 5067
Site Address:	8466 – Alma Apartment
Sampled Collected By:	Client
Date Sampled:	11/01/2022
Version:	1.0

Prepared By:



CETEC Pty Ltd,
Melbourne | Sydney | Brisbane | Perth | London | USA

Prepared For:



BCA Engineers

PROJECT: Building Façade Material System Investigation Report CETEC Pty Ltd 2/27 Normanby Rd, Notting Hill VIC 3168		REPORT COMMISSIONED BY: Voon Sen Chung from BCA Engineers,		
CETEC REF: V2201010		CLIENT Ref: n/a		VERSION: 1.0
AMD	DESCRIPTION	INT	REVIEWED	DATE
1.0	Building façade system testing results for samples collected by Client from 8466 – Alma Apartment on the 11/01/2022.	LAM	PDS/VG	17/01/2022

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Managing Director and Principal Consultant

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1. INTRODUCTION

1.1. BACKGROUND

Recent multi-level building fires in Australia and overseas have resulted in the Federal and State governments inquiring into non-conforming and non-compliant building products, especially building façades comprising of Aluminium Composite Panels (ACP). However, any other material which has been used to form the building's façade should also be assessed in a similar manner to determine if the material is flammable and if so, determine its composition as per the requirements detailed by the Insurance Council of Australia.

Insurers have invested in the expertise necessary to measure residual risk. Using this, the industry has considered the challenges posed by non-conforming building façade systems, which will include Aluminium Composite Panels (ACPs) or any other panel type material, beginning with the most fundamental of issues: *its identification*. Critically, the evaluation of exposure for each building that has combustible façades presents the need to conduct a case-by-case investigation by competent fire protection professionals, including fire safety engineers, to evaluate the most critical exposures, safety to life and code compliance.

The approach adopted by the Insurance Council of Australia¹ (ICA) includes both the identification of the material used and the installation methodology, which also includes the whole wall assembly. This will enable assessment of the risks posed by use of materials, which may then trigger consideration of remedial actions to lower a building's residual risk to acceptable levels.

Reports commissioned by a building's owner should address 10 critical questions through three steps, these steps are;

- Step 1 – Identification of materials.
- Step 2 – Evaluating the exposure.
- Step 3 – Remedial actions for consideration.

Therefore, this report addresses the one of the requirements within *Step 1*, which is the identification of the material used within the building's façade system. Following from that, an appropriately trained fire engineer, building surveyor or fire protection professional should utilise the data within this report to address the remaining items within Step 1, Step 2 and Step 3 as detailed within the ICA's website.

¹ https://insurancecouncil.com.au/wp-content/uploads/resources/ICA%20reports/2020/201117_ACPRHP_ICA_16092020.pdf

1.2. SCOPE OF WORK

CETEC Pty Ltd was engaged by Voon Sen Chung from BCA Engineers to conduct laboratory analysis of building façade system samples to determine the cladding's composition and flammability potential, and in turn determine its preliminary toxicity risk due to gaseous emission in the event of a fire. The building façade system material, as received from the client on the 11/01/2022, and subjected to laboratory analysis by Foray Laboratories, a company wholly owned by CETEC Pty Ltd, and are recorded below in Table 1.

1.3. LIMITATIONS

Laboratory results and discussions as detailed within this document should not be used in isolation and are to be used by fire engineers to assist stakeholders, such as building owners, building managers, and building insurers in provide advice relating to the building's façade system flammability potential, composition and toxicity. This document is not to be used as a substitute to regulatory testing requirements or the AS 1530 series of standards as well as full-scale evaluation to the new AS 5113 test for external wall as the methodology adopted by CETEC is only to determine material composition and preliminary information on the materials only.

2. TESTING METHODOLOGY

2.1. SAMPLE PREPARATION

Each sample was analysed by Foray Laboratories, a company wholly owned by CETEC Pty Ltd, incorporating product descriptions as detailed below in Table 1. Each sample, as received, was registered into the Foray Laboratory sample registration system to conform to NATA ISO 17025 requirements. The Foray Laboratory sample number and description of each sample are given in Table 1.

Table 1: Building Façade Material Samples Received and Laboratory Analysis the Samples Were Subjected To.

Sample ID	Sample Type ²	Panel Colour	Client Sample Description / Location of Collected Sample ³	Laboratory Analysis Conducted						Appendix A
				ATR-FTIR	Oxidative Dry Ashing	Micro-flammability	Thermal Stability	DSC-TGA	X-Ray Diffraction	
148328	ACP	Silver	Client Sent	✓	✓	✓	✓	✗	✗	Photo 1

² **ACP** – Aluminium Composite Panel, **SMP** – Sheet Metal Panel, **FCP** – Fibre Cement Panel.
³ Samples analysed by Foray Laboratories as received.

2.2. SAMPLE PREPARATION

The building façade material was cut into portions and each portion was subjected to scientific analysis *via* the following laboratory methods;

- Attenuated Total Reflection Fourier Transform Infrared Spectroscopy (ATR-FTIR).
- Dry Ashing Testing.
- Thermal Stability.
- Micro-Flammability Tests.
- Thermal Analysis by TGA-DSC (where required).
- X-Ray Diffraction Test (where required).

2.3. CHEMICAL COMPOSITION BY ATR-FTIR

Attenuated Total Reflection (ATR) is a sampling technique used in conjunction with Infrared Spectroscopy which enables samples to be examined directly in the solid or liquid state without further sample preparation. The technique is used to obtain an infrared spectrum of absorption or emission of a solid or liquid and the spectral data which is generated can easily identify functional groups within the sample which makes it possible to infer composition of both polymer and inorganic or mineral filler. That is, analysis of the Functional Group Region of the spectra (i.e. 4000 cm^{-1} to 1450 cm^{-1}) makes it possible to observe functional groups that are present within the material which aids in the identification of the polymer and filler present.

Further to this, comparison to known samples aids in the identification and confirmation of the type of building façade material.

2.4. FUEL LOAD AND FILLER CONTENT BY DRY OXIDATIVE ASHING

A weighed sample was heated within a muffle furnace under an oxidative atmosphere to convert all common oxidisable organic material, such as polymers and plasticisers, to carbon dioxide and other gaseous products, e.g. carbon monoxide. All common inorganic non-combustible fillers are generally dehydrated and converted to their common oxides which forms the non-combustible ash residue. When this method is coupled with FTIR spectral identification and calculation, the quantitative proportion of filler and organic materials (including polymer, plasticisers, etc.) can be assessed based on the amount of collected ash. The calculated inert filler is based on the assumption that the identified filler within the ATR-FTIR is present with no to little impurities which may be below the detection limit of the ATR-FTIR method.

Thermal Gravimetric Analysis Differential Scanning Calorimetry (TGA-DSC) in conjunction with Dry

Ashing can be used with quantitative assessment of combustible to non-combustible material to ascertain polymer content to non-polymer content and following the recommendations as detailed within the Insurance Council of Australia¹ web page, the category of the material can be assigned, i.e. Category A-D, refer to Table 2. While Table 3 further expands the relationship between the Categories based on the information as shown in the Insurance Council of Australia¹ web page.

Table 2: Table taken from the ICA's¹ web site.

Category	Polymer Percentage ⁴	Polymer %	Inert Filler % ⁵
A	30-100% Polymer and 0-70% inert materials	30-100%	0-70%
B	8-29% Polymer and 71-92% inert materials	8-29%	71-92%
C	1-7% Polymer and 93-99% inert materials	1-7%	93-99%
D	0% Polymer and 100% inert materials or deemed non-combustible by the National Construction Code	0%	100%

Table 3: Summarised Data from the ICA's¹ web site

Category	Polymer Percentage ⁴	Description
A	30-100%	<p>Similar to Category 3 in the BRE Appendix</p> <p>Inert materials are considered those that do not contribute to combustion.</p> <p>ACP's in this category typically have close to 100% organic polymer in their core and were identified by most manufacturers as PE (Polyethylene) core. Some core binders are polymers other than PE.</p>
B	8-29%	<p>Similar to Category 2 in the BRE Appendix</p> <p>Typically identified by ACP manufacturers as FR, FR, Plus or rated Class B per EN 13501 and typically have around 30% organic polymer in the core however some State Regulations limit the PE content to less than 30% for this category.</p>
C	1-7%	<p>Similar to Category 1 in the BRE Appendix</p> <p>Typically identified by ACP manufacturers as A2, rated as Class A2 per EN 13501. These are considered as having very limited combustibility. Testing to EN 13501 and obtaining class A2 is a valid alternative.</p>
D	0%	<p>Similar to Category 1 in the BRE Appendix</p> <p>Typically, panels tested or deemed non-combustible by the building code (National Construction Code). These could be aluminium skins with low adhesive aluminium honeycomb cores, compressed fibre cement core or even compressed fibre cement panel. Steel panels with calcium silicate or similar core.</p>

⁴ Polymer including all types of flammable polymers

⁵ Inert materials are considered those that do not contribute to combustion.

2.5. VISUAL THERMAL STABILITY

A small section of intact building façade system sample was subjected to heating within a heat bath and as the temperature is progressively increased, it is measured *via* a thermocouple. During the test, the material is visually observed for physical changes (i.e. sample 'watering', melting/softening, generation of volatiles or smoke, charring) and those changes are recorded.

2.6. MICRO FLAMMABILITY

A small section of building façade system sample was subjected to a stoichiometric *natural gas* flame to determine whether the material is flammable *via* the observation of sustained burning. The extent of flammability is then determined *via* the observation of a sustained burning flame when the external flame source is removed, and the duration of such burning is recorded.

2.7. THERMAL ANALYSIS BY TGA-DSC

Thermal Gravimetric Analysis (TGA) is a method of thermal analysis in which changes in physical and chemical properties of materials are measured as a function of increasing temperature (with constant heating rate), or as a function of time (with constant temperature and/or constant mass). Differential Scanning Calorimetry (DSC) is a thermoanalytical technique in which the difference in the amount of heat required to increase the temperature of a sample and reference material is measured as a function of temperature.

This technique heats the sample and a reference sample at a given rate in a nitrogen environment, where the caloric heat flux is mapped as a function of time and temperature, while the residual mass of sample is measured over time as the temperature changes (TGA). When the sample undergoes a phase change (e.g. crystallisation or melting), energy is absorbed or emitted by and/or from the sample and the temperature difference between the sample and reference material is measured.

The results obtained are analysed using specialised software which determine the temperature of *on-set*, *end-set* and *peaks* of any phase changes and the weight loss of the materials by thermal degradation. Changes in heat flux occur as a result of phase changes and weight loss.

This method is used to determine the polymeric and filler material present *via* the thermal transition of the material or mass loss and is used to compare the way different materials change to increasing temperatures.

2.8. X-RAY DIFFRACTION TEST

The X-ray diffractometer is comprised of an X-ray source, which is focussed on the sample at a particular angle of incidence through horizontal and vertical divergence slits.

X-ray diffraction is sometimes used to semi-quantitatively determine the weight fraction of constituents within the material. By comparing the integrated intensities of the diffraction peaks from each of the known constituents, their w/w percent can be approximated. However, it is highly dependent on particle size effect and interferences from the matrix.

3. LABORATORY RESULTS

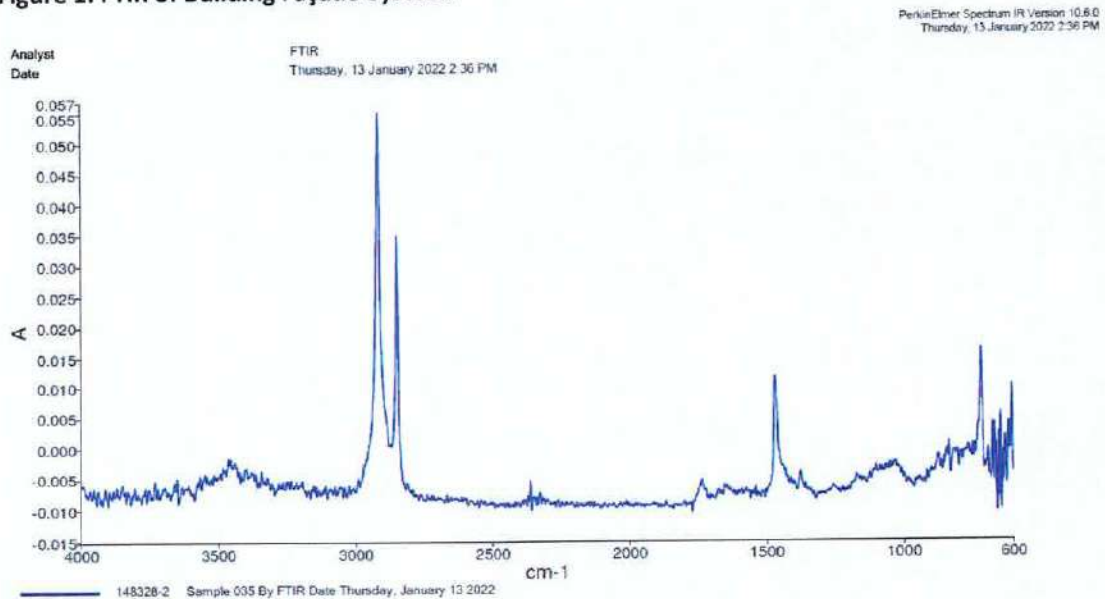
3.1. SPECTRAL ANALYSIS BY ATR-FTIR

A summary of building façade system samples subjected to ATR-FTIR are shown in Table 4 with reference to subsequent figures.

Table 4: Building façade system sample subjected to FTIR Analysis.

Sample ID	Sample Type	Panel Colour	Colour of Core	ATR-FTIR Spectra
148328	ACP	Silver	Black	Figure 1

Figure 1: FTIR of Building Façade System.



3.2. DRY OXIDATIVE ASHING TEST

A summary of building façade system samples subjected to Dry-Ashing with results are summarised in Table 5.

Table 5: Building façade system sample dry oxidative ashing results.

Sample ID	Sample Type	Panel Colour	Mass of Core Sample ⁶ (g)	Ash ⁷ (g)	Ash ⁸ (w/w%)	Appearance of Ash
148328	ACP	Silver	0.3663	0.0094	3%	Tan/brown Ash

⁶ Mass of polymer core sample subjected to ashing.

⁷ Mass of ash remaining after ashing experiment.

⁸ Non-combustible at 1000°C

3.3. THERMAL STABILITY

A summary of building façade system samples subjected to Thermal stability analysis are summarised below also showing laboratory results in Table 6 below.

Table 6: Building façade system sample thermal stability observations.

Sample ID	Sample Type	Panel Colour	Colour of Core	Temperature (°C)	Observation
148328	ACP	Silver	Black	RT	Start of experiment
				190	Filler Softened
				280	Filler Melting
				300	Smoke
				330	Filler Expanding
				400	End of Experiment

3.4. MICRO-FLAMMABILITY

A summary of building façade system samples subjected to Micro-flammability analysis are summarised below also showing laboratory results in Table 7.

Table 7: Building façade system sample micro-flammability results.

Sample ID	Sample Type	Panel Colour	Flammable	Period Flame Sustained	Observation
148328	ACP	Silver	Yes	~180 Seconds - Self-Sustained	Filler softens, melts/bubbles then expands slightly before igniting after ~40 seconds of heating. The external flame is then removed, and a self-sustaining flame remains on the sample for ~180 seconds. During combustion black smoke is observed. Filler drips molten plastic

3.5. THERMAL ANALYSIS BY TGA-DSC

In this instance TGA-DSC laboratory analysis was not required as the core sample was identified by ATR-FTIR.

3.6. X-RAY DIFFRACTION TEST

In this instance X-Ray Diffraction laboratory analysis was not required as the core sample was identified by ATR-FTIR.

4. DISCUSSION OF RESULTS

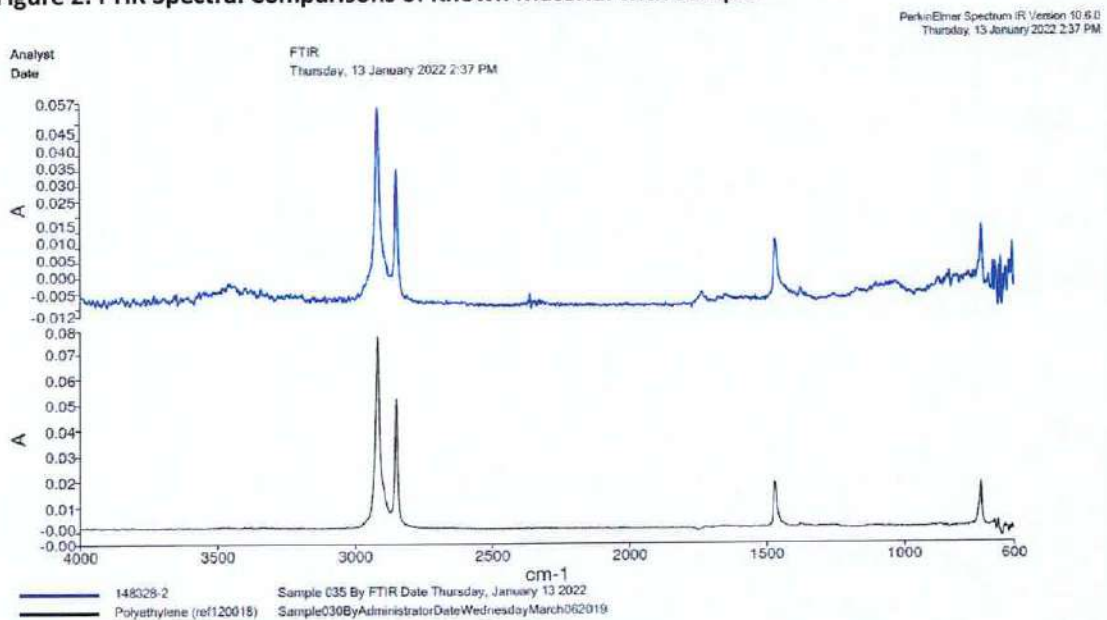
4.1. ATR-FTIR

Analysis of the FTIR spectra *via* a library search of known polymer blends identified the following possible polymer blend corresponding to the analysed samples in Table 4. This information is further summarised in Table 8 with their corresponding library match and figure.

Table 8: Building façade system sample composition identification.

Sample ID	Sample Type	Panel Colour	Core Colour	Identified Polymer and Inert Material (Filler)	Figure
148328	ACP	Silver	Black	Polyethylene with Unidentified Filler Present	Figure 2

Figure 2: FTIR Spectral Comparisons of Known Material with Sample.



4.2. OXIDATIVE DRY-ASHING

The oxidative dry-ashing results of the building façade samples are summarised in Table 9 for the samples analysed.

Table 9: Building façade system sample dry-ashing results.

Sample ID	Sample Type	Panel Colour	Identified Composition by ATR-FTIR	Ash ⁹ (w/w%)	Calculated Filler ⁹ Content (w/w%)	Calculated Combustible Material Content ¹⁰ (w/w%)	Insurance Council of Australia Category
148328	ACP	Silver	Polyethylene with Unidentified Filler Present	3%	3%	97%	A

4.3. VISUAL THERMAL STABILITY

The visual Thermal Stability results of the building façade samples are summarised in Table 10 below.

Table 10: Building façade system sample thermal stability results.

Sample ID	Sample Type	Panel Colour	Limit of Stability (°C)	Smoke Onset (°C)	Loss of Structure (°C)
148328	ACP	Silver	190	300	280

4.4. MICRO-FLAMMABILITY

The micro-flammability results of the building façade samples are summarised in Table 11 below.

Table 11: Building façade system sample micro-flammability results.

Sample ID	Sample Type	Panel Colour	Flammable	Duration of Flaming	Self-Sustained	Dripping or Oozing	Smoke Generated During Combustion
148328	ACP	Silver	Yes	~180 Seconds	Yes	Dripping	Yes, during Combustion

⁹ Calculated filler percentage based on identified filler by FTIR analysis and ash content.

¹⁰ Calculated mass of polymer based on calculated weight of filler and starting mass of sample.

4.5. DESKTOP REVIEW OF EXPECTED TOXIC GASES TO BE RELEASED IF EXPOSED TO FIRE

In conducting this assessment, CETEC has identified the main components forming the composition of these ACP samples. For the ACP samples which have been identified as being flammable, the expected emissions to be released in the event of a fire are highlighted below;

- Carbon dioxide.
- Carbon monoxide.
- Particulate matter, i.e. black smoke.
- Oxides of Nitrogen (NO_x) (dependent on temperature of fire).

However, if a detailed analysis of toxicity is required, a full and detailed analysis of the emissions would be required.

5. CONCLUSION

On behalf of Voon Sen Chung from BCA Engineers, CETEC conducted scientific analysis of building façade system samples to determine their composition as per the requirements of the Insurance Council of Australia. The samples were analysed, as received by CETEC on the 11/01/2022 and sent to Foray Laboratories, a NATA registered company wholly owned by CETEC for scientific analysis of the samples.

Testing following methodology developed by CETEC Pty Ltd to determine composition and flammability potential was conducted in order to assign the material to a Category as instructed by the Insurance Council of Australia¹. A summary of results detailed below in Table 12 with an additional photographic summary of the samples received, refer to Appendix A and subsequent Photos.

Table 12: Fuel Contribution Summary based on the Insurance Council of Australia Guidelines.

Sample ID	Sample Type	Sample Description / Location of Collected Sample	Panel Colour	Core Colour	Fuel Contributor	Dripping Risk	Smoke Generated	Identified Polymer and Additive (Filler)	Calculated Combustible Material Content (w/w%)	Calculated Filler Content (w/w%)	Insurance Council of Australia Category
148328	ACP	Client Sent	Silver	Black	Yes	Dripping	Yes, during Combustion	Polyethylene with Unidentified Filler Present	97%	3%	A

APPENDIX A: PHOTOGRAPHIC RECORD OF BUILDING FAÇADE SYSTEM SAMPLES



Photo 1: Sample 148328 (as supplied)



Photo 2: Sampling location

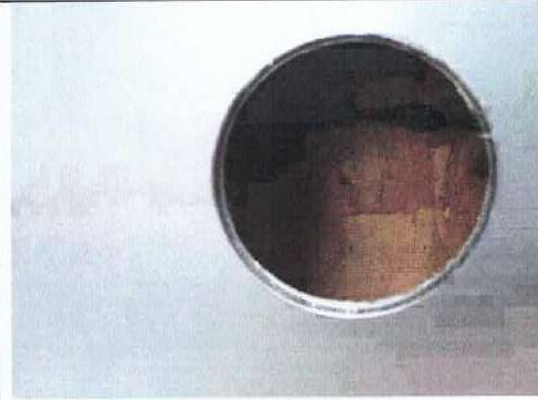


Photo 3: Showing timber behind sample

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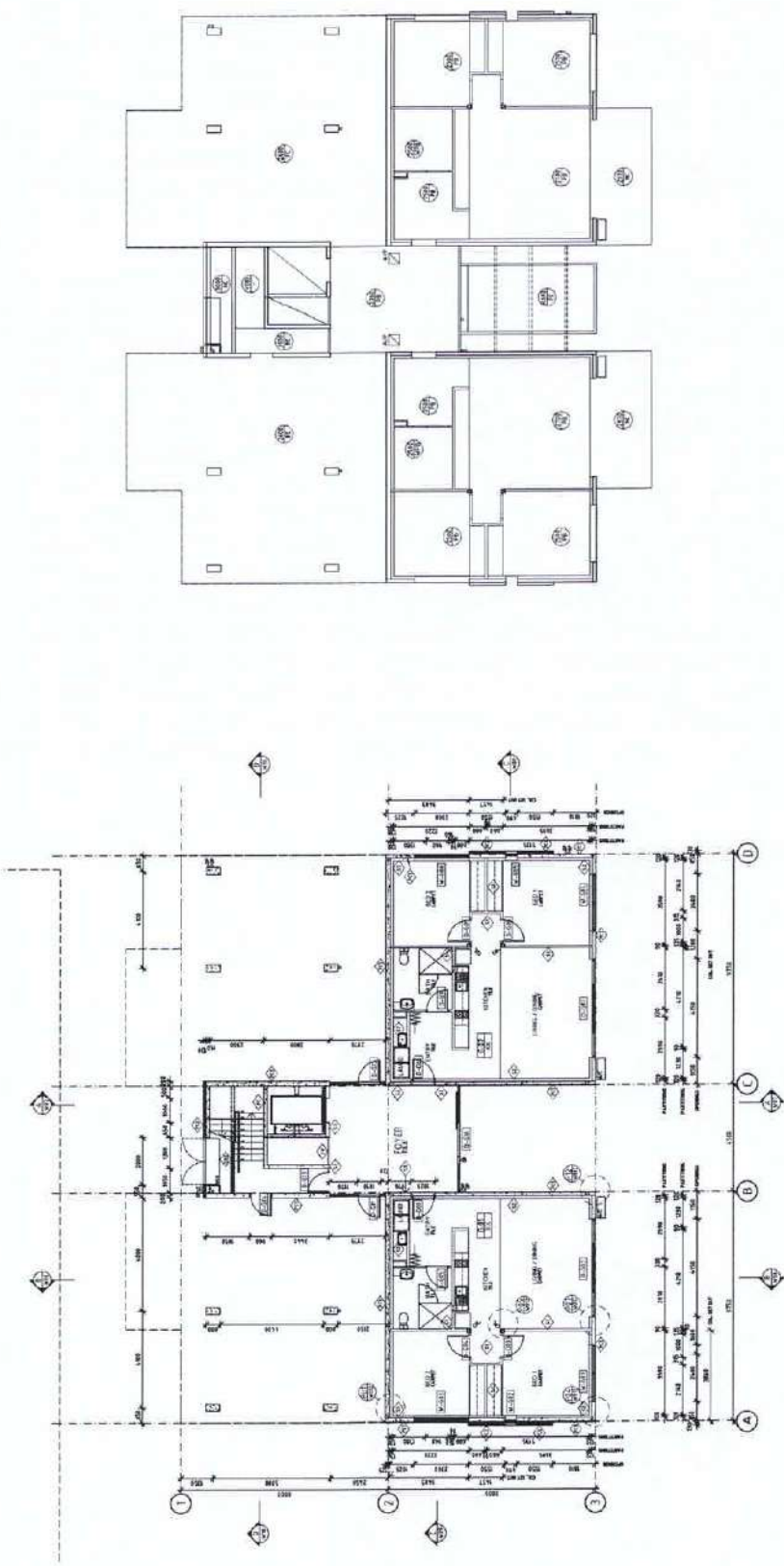
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Appendix C – Existing Architecture Drawings

GENERAL	
	IMPERMEABLE MASONRY
	100MM CONCRETE SLAB
	150MM CONCRETE SLAB
	200MM CONCRETE SLAB
	250MM CONCRETE SLAB
	300MM CONCRETE SLAB
	350MM CONCRETE SLAB
	400MM CONCRETE SLAB
	450MM CONCRETE SLAB
	500MM CONCRETE SLAB
	550MM CONCRETE SLAB
	600MM CONCRETE SLAB
	650MM CONCRETE SLAB
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	2050MM CONCRETE SLAB
	2100MM CONCRETE SLAB
	2150MM CONCRETE SLAB
	2200MM CONCRETE SLAB
	2250MM CONCRETE SLAB
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	4000MM CONCRETE SLAB
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	4200MM CONCRETE SLAB
	4250MM CONCRETE SLAB
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	4450MM CONCRETE SLAB
	4500MM CONCRETE SLAB
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	4600MM CONCRETE SLAB
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GROUND FLOOR PLAN
1:50 (SCALE 1:100 @ A3)

RCP - GROUND
1:50 (SCALE 1:100 @ A3)

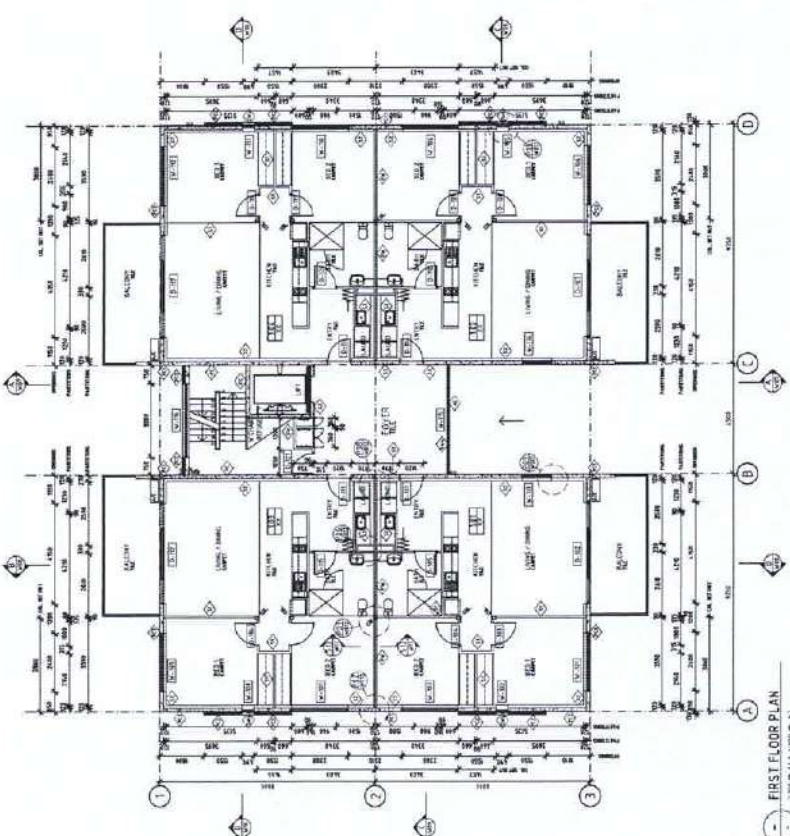
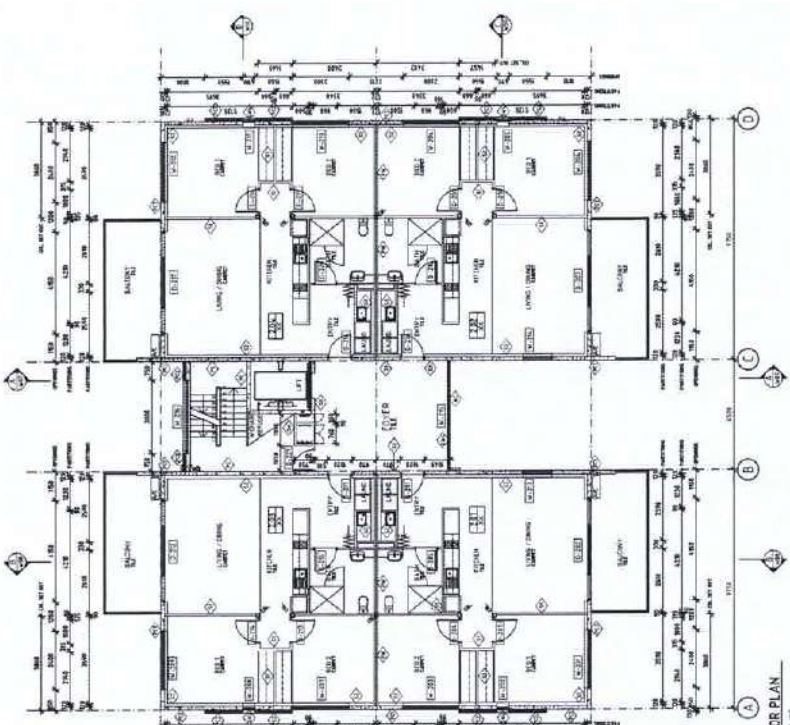
FOR CONSTRUCTION

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RESIDENTIAL DEVELOPMENT
WOODVILLE EAST
ARCHITECT
GROUND FLOOR PLAN
DATE: 22-01-2023
PROJECT NO: W002
DATE: 22-01-2023

GENERAL

- 1. ALL WORK SHALL BE ACCORDING TO THE CONTRACT DOCUMENTS AND THE NATIONAL BUILDING CODES.
- 2. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL ELECTRICAL CODE.
- 3. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL MECHANICAL CODE.
- 4. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL PLUMBING CODE.
- 5. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL FIRE PROTECTION CODE.
- 6. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL SAFETY CODE.
- 7. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL HEALTH CARE CODE.
- 8. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL OCCUPANCY CODE.
- 9. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL ZONING CODE.
- 10. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL ENVIRONMENTAL CODE.
- 11. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL ENERGY CODE.
- 12. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL TRANSPORTATION CODE.
- 13. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL TELECOMMUNICATIONS CODE.
- 14. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL AVIATION CODE.
- 15. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL MARITIME CODE.
- 16. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL SPACE CODE.
- 17. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL NUCLEAR CODE.
- 18. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL BIOTECHNOLOGY CODE.
- 19. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL INFORMATION TECHNOLOGY CODE.
- 20. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL MEDIA CODE.
- 21. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL TELEVISION CODE.
- 22. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL RADIO CODE.
- 23. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL AERIAL CODE.
- 24. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL SPACE LAUNCH CODE.
- 25. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL SPACE OPERATIONS CODE.
- 26. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL SPACE RESEARCH CODE.
- 27. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL SPACE STATION CODE.
- 28. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL SPACE SHUTTLE CODE.
- 29. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL SPACE TOWERS CODE.
- 30. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL SPACE VEHICLES CODE.
- 31. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL SPACE WALKING CODE.
- 32. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL SPACE WALKING SUITS CODE.
- 33. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL SPACE WALKING SUITS SUPPORT CODE.
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- 37. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL SPACE WALKING SUITS TESTING CODE.
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- 70. ALL WORK SHALL BE ACCORDING TO THE NATIONAL BUILDING CODES AND THE NATIONAL SPACE WALKING SUITS STORAGE CODE.

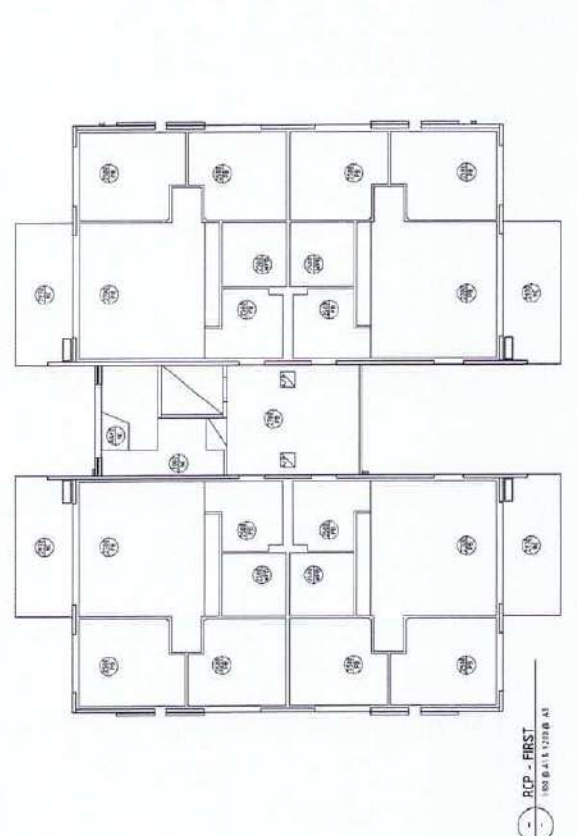
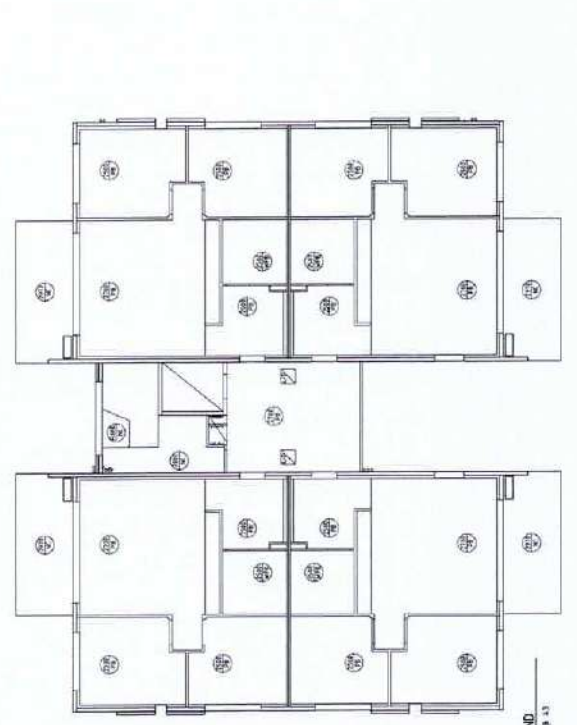


FOR CONSTRUCTION

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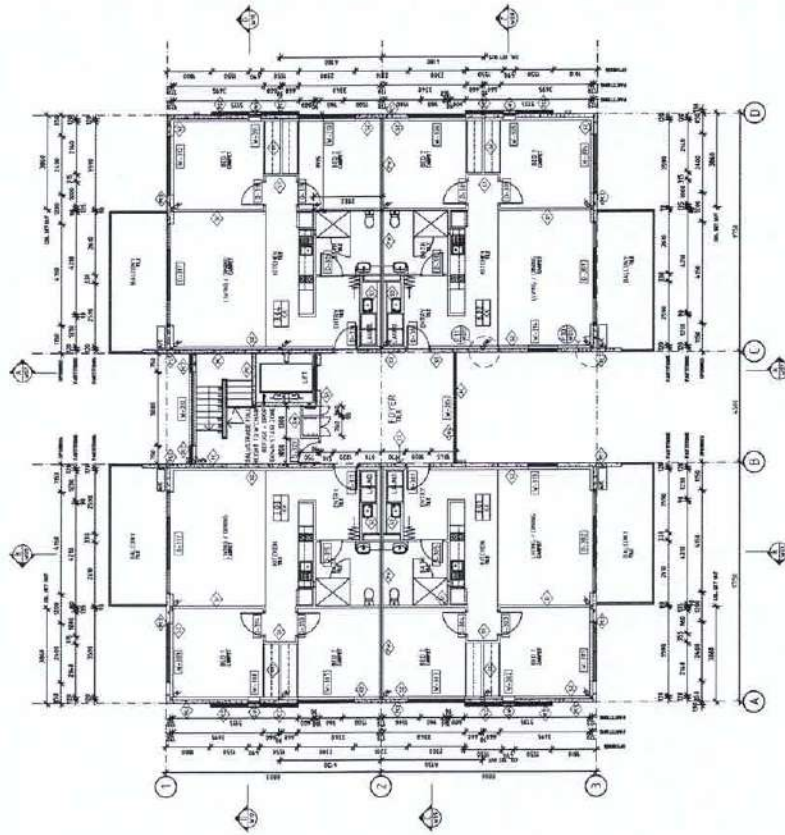
25-001 WOOD SEPT/2023/20

AS BIDDING

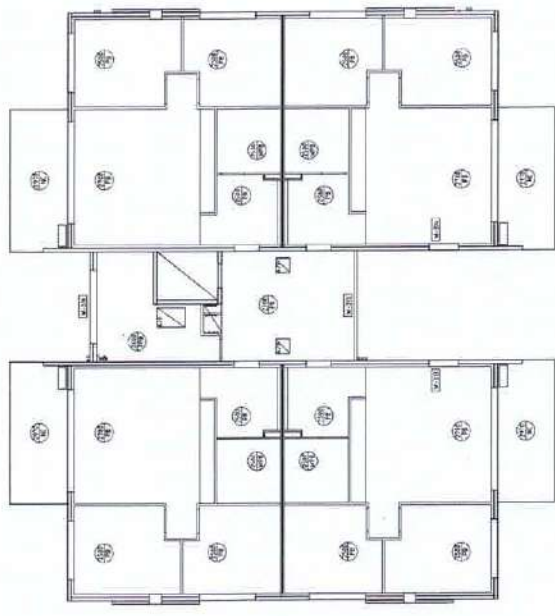


SYMBOLS

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	WALL PARTITION TYPE 3
	WALL PARTITION TYPE 4
	WALL PARTITION TYPE 5
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	WALL PARTITION TYPE 49
	WALL PARTITION TYPE 50



THIRD FLOOR PLAN
1:50 (B A I 1319 @ A1)



RCF - THIRD
1:50 (B A I 1319 @ A1)

FOR CONSTRUCTION

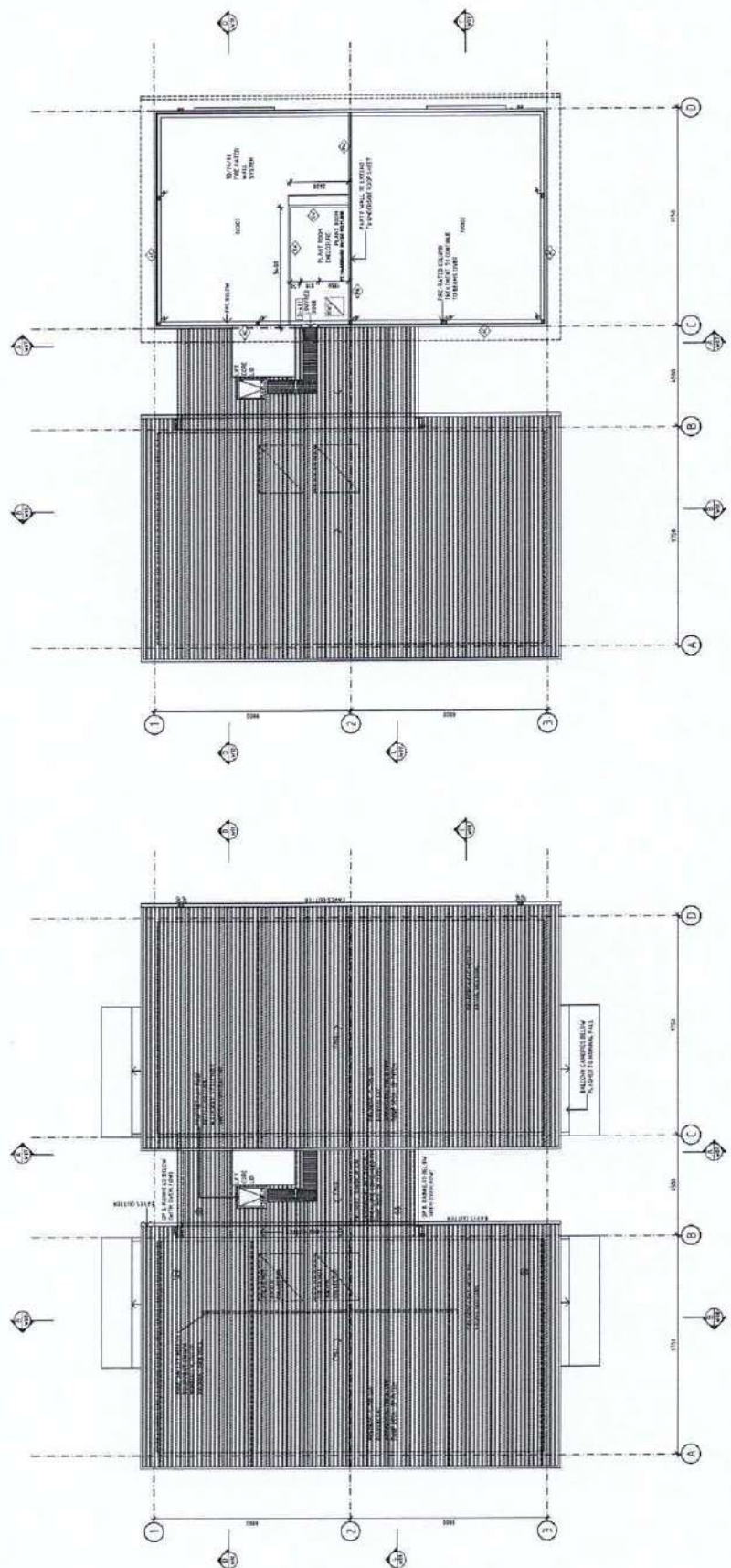
DATE: 2008.09.24
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

tectvus.

1000 WEST 12TH AVENUE, SUITE 100
 DENVER, CO 80202
 TEL: 303.733.1000
 WWW.TECTVUS.COM

PROJECT: [Name]
 DATE: [Date]
 SHEET: [Number] OF [Total]
 SCALE: [Scale]

GENERAL	
1	ASBESTOS REMEDIATION
2	WOOD TRIM
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ROOF PLAN
1:50 @ A13 1:50 @ A3

PLANT ROOM PLAN
1:20 @ A13 1:20 @ A3

FOR CONSTRUCTION

tectvs.

1000001001

PROJECT: ASBESTOS REMEDIATION
WOODVILLE WEST SA 6011

DATE: 22-SEP-2011

PROJECT NO: 1000001001

REV: 01

DATE: 22-SEP-2011

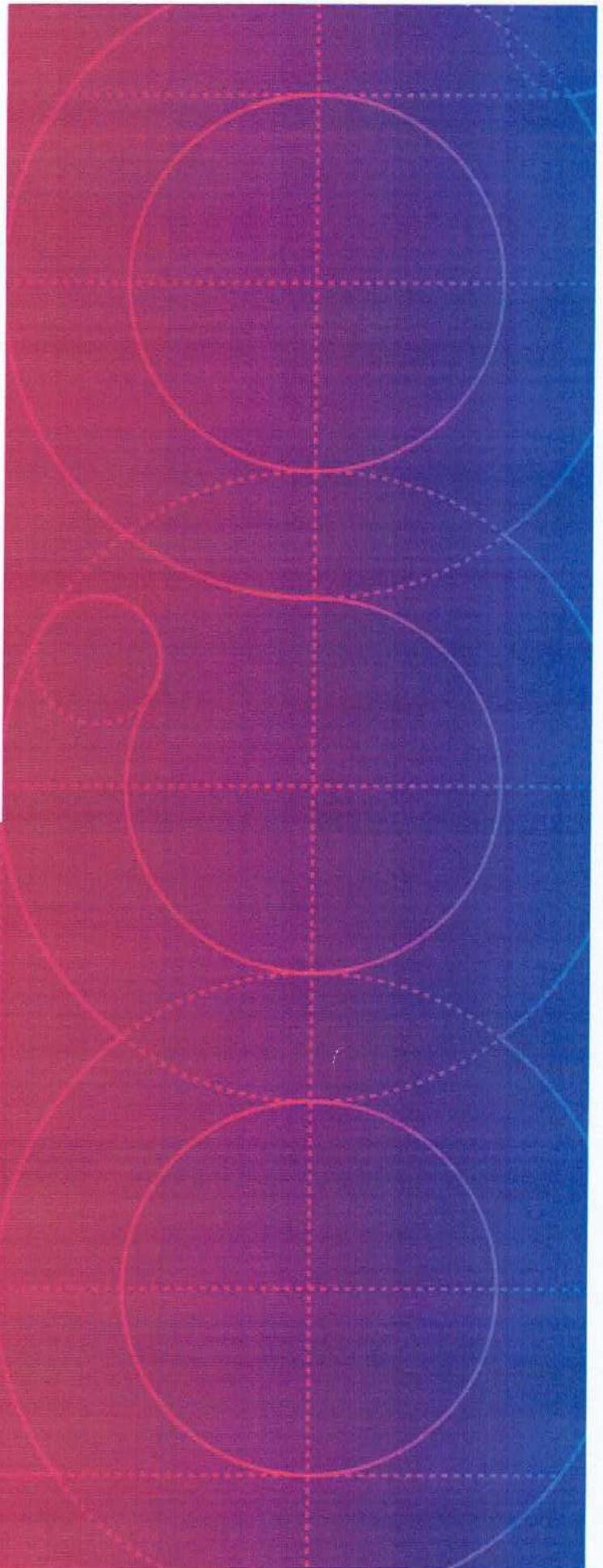
BY: [Signature]

CHECKED: [Signature]

APPROVED: [Signature]



BCA Engineers / Adelaide
L14, 99 Gawler Place, Adelaide SA 5000
PO BOX 3438, Rundle Mall SA 5000
T +61 8 8132 1700
enquiry@bcaengineers.com
bcaengineers.com



PURPOSE:	PRIMARY COMBUNITY STRATA	AREA NAME:	WATERLIFE WIFE	APPROVED:	 C27521
MAP REF:	6625-40A	COUNCIL:	CITY OF CHARLES STURT	DEPOSITED:	SHEET 1 OF 4
LAST PLAN:	D30227	DEVELOPMENT NO:	279009-10010311		31/07/14 v04 v04-01-04

AGENT DETAILS: ALEXANDER & SYMONS PTY LTD
131FLOOR 1 KIMC WILKINSON ST
KENT TOWN SA 5007
PH: 9 961196
FAX: 8362096

SURVEYORS CERTIFICATION:
INCEL RAUZE GEHREN, a licensed surveyor under the Survey Act 1992, hereby certifies that the information contained in this plan is true and correct and that it has been prepared in accordance with the Community Titles Act 1988.

AGENT CODE: ALSY
REFERENCE: A133JESCOMM01

SUBJECT TITLE DETAILS:		NUMBER	PLAN	NUMBER	HUNDRED	DIVISION	TOWN	REFERENCE NUMBER
PREFIX	VOLUME	FOLIO	OTHER	PARCEL				
CT	842	464		ALLOTMENT 151	93237	VITALA		

OTHER TITLES AFFECTED: CT 602-467

EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION
EXISTING	COMMON PROPERTY	SERVICE	EASEMENT 0;	CITY;	FOR ELECTRICITY SUPPLY TO JPECSES	DISTRIBUTION LESSOR CORPORATION SUBJECT TO LEASE 9860000;	22/06/04
EXISTING	COMMON PROPERTY	LONG	EASEMENT 0;	G		EMERTRA (SA) LTD.	RTC 10/05/09
EXISTING	COMMON PROPERTY	SERVICE	EASEMENT 0;	K	FOR SEWERAGE PURPOSES	SOUTHERN AUSTRALIAN WATER CORPORATION	22/06/04

ANNOTATIONS: ENCROACHMENT OF UTTER OCCUPAS OVERADJACENT FOOTPATH/JULIARE.

C27521

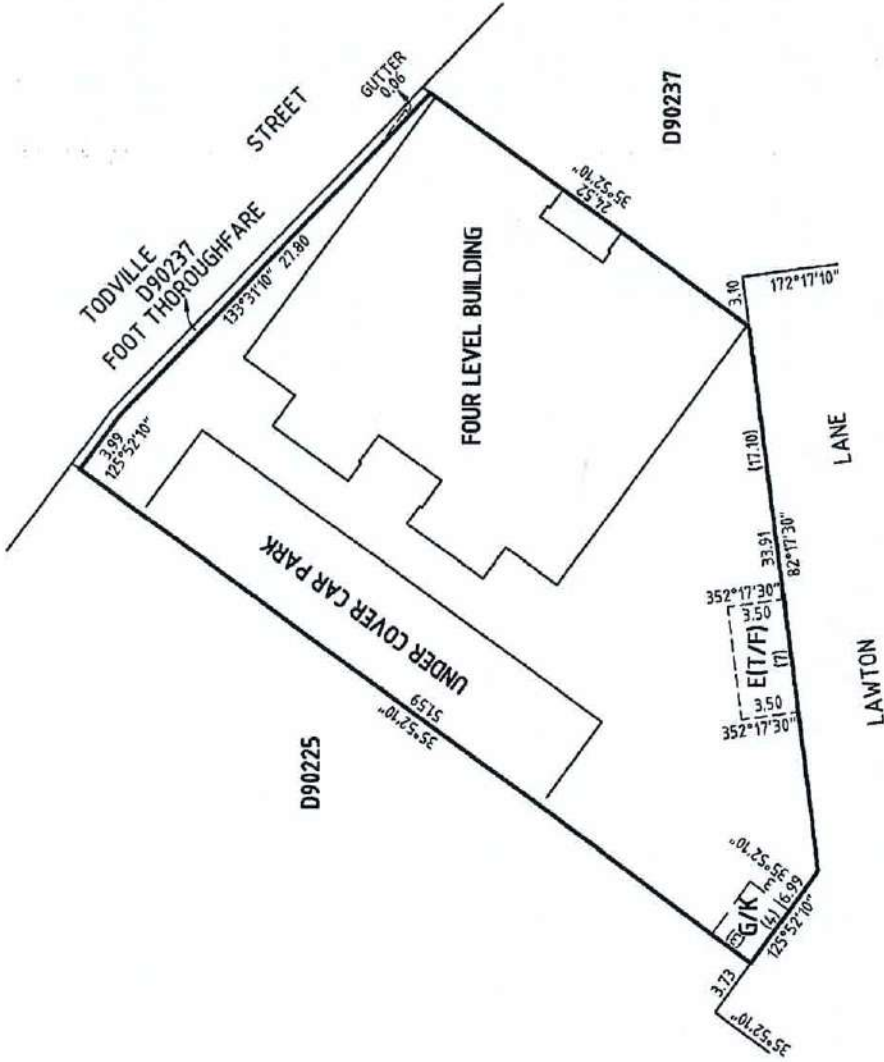
SHEET 2 OF 4

35147_pland_1_V02_Version_4

BEARING DATUM: MGA 94 ZONE 54

DERIVATION:

TOTAL AREA: 1290m²



Alexander & Symonds Pty. Ltd.
11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988
REFERENCE: A133809CONHZILJ SAHT DN 2865
15/ 21/08/2012 PN 71570100

SITE PLAN

C27521

SHEET 3 OF 4

35147_pland_2_V02_Version_4

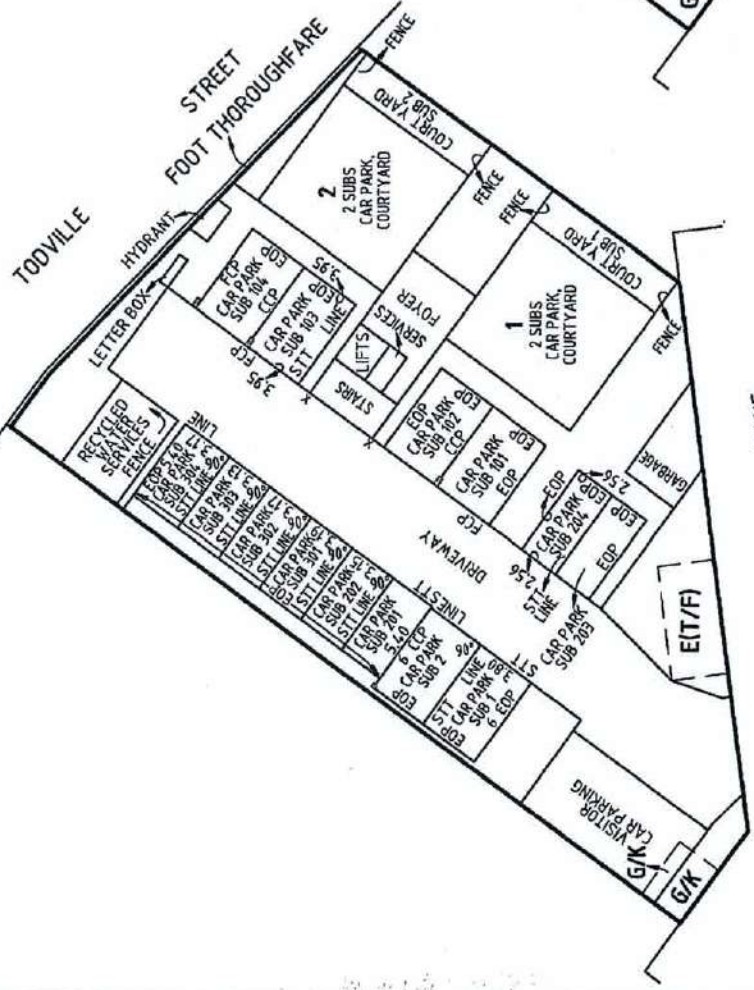


THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS CAR PARK ARE EXISTING FLOOR LEVEL SLAB AND 2.7 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 2.7 METRES.

THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS COURT YARD ARE 0.3 METRES BELOW EXISTING GROUND LEVEL AND 3 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 3 METRES.

LEGEND	
CCP	COLUMN AND CENTRELINE OF COLUMN PRODUCED
EOP	EDGE OF PAVEMENT
FCP	FACE OF COLUMN AND PRODUCTION
⊙	DENOTES COLUMN



GROUND FLOOR PLAN

FIRST FLOOR PLAN

Alexander & Symonds Pty.Ltd.
 11 KING WILLIAM STREET, KENT TOWN
 P.O. BOX 1000 KENT TOWN 5071
 Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988
 REFERENCE A133000COM2(L)
 JG 21/05/2012 SAHT DN 2865
 PN 7570700

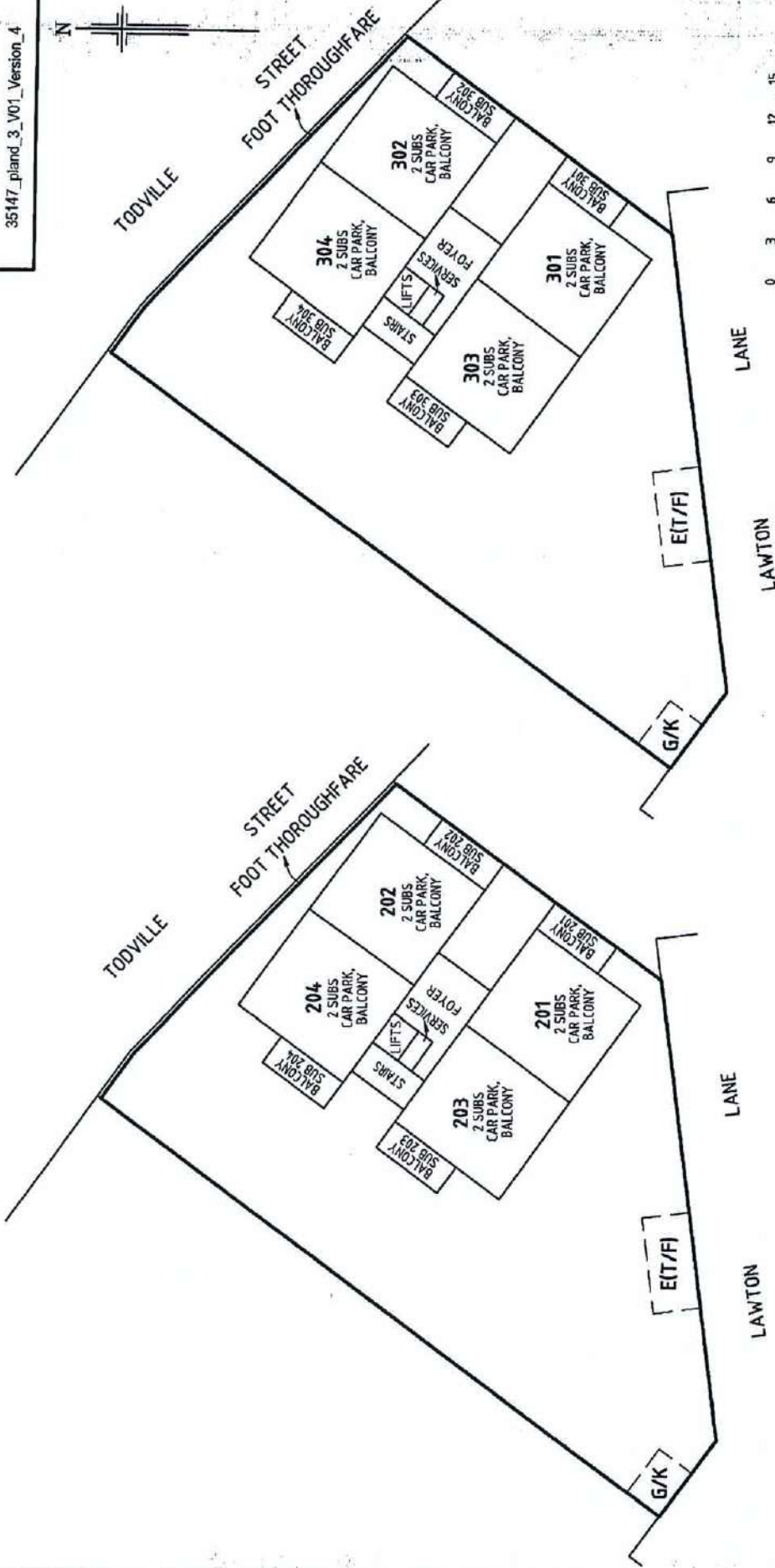
C27521

SHEET 4 OF 4

35147_pland_3_V01_Version_4

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.8 METRES.

THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS CAR PARK ARE EXISTING FLOOR LEVEL SLAB AND 2.7 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 2.7 METRES.



SECOND FLOOR PLAN

THIRD FLOOR PLAN

Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
Tel (08) 9320 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988
REFERENCE: A1330095COMM211
JG 27/08/2012 SAHT ON 2865
PN 71510100

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER
CP 27521

SCHEDULE OF LOT ENTITLEMENTS		SUBDIVIDED
LOT	LOT ENTITLEMENT	
1	698	
2	698	
101	693	
102	693	
103	693	
104	693	
201	713	
202	713	
203	713	
204	713	
301	745	
302	745	
303	745	
304	745	
AGGREGATE	10,000	

THIS IS SHEET **OF** SHEETS
6 DEC 2012

APPROVED

[Signature]

[Signature]

PRO REGISTRAR-GENERAL

APPLICATION **11351145**

CERTIFICATE OF LAND VALUER

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

Dated the 10th day of October 2012.

[Signature]
John Morgan, FAPI Certified Practising Valuer
Propell National Valuers SA/NT



Level 13, 431 King William Street
Adelaide SA 5000

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0000023199
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	31/12/2023 to 31/12/2024 at 4:00pm
The Insured	COMMUNITY CORPORATION NO. 27521 INC.
Situation	2 TODVILLE STREET WOODVILLE WEST SA 5011

Policies Selected

Policy 1 – Insured Property

Building: \$6,350,000
Common Area Contents: \$63,500
Loss of Rent & Temporary Accommodation (total payable): \$952,500

Policy 2 – Liability to Others

Sum Insured: \$20,000,000

Policy 3 – Voluntary Workers

Death: \$200,000
Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

Policy 6 – Machinery Breakdown

Not Selected

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000
Appeal expenses – common property health & safety breaches: \$100,000
Legal Defence Expenses: \$50,000

Policy 9 – Lot owners' fixtures and improvements (per lot)



Sum Insured: \$250,000

Flood Cover is included.

Date Printed

14/02/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.



27 July 2021

Ms P J Johnson
C/- Julianne Price Real Estate
PO Box 7105
Hutt Street ADELAIDE SA 5000

Dear Sir/Madam

Building Fire Safety Notice – 1-14/2 Todville Street WOODVILLE WEST SA 5011

The City of Charles Sturt Building Fire Safety Committee resolved at its meeting held on the 20 July 2021 that the fire safety of the building is not adequate to protect the safety of the occupants should a fire occur in the building and to serve you with the attached **Fire Safety Notice**.

Where the fire safety of a building is not considered adequate, a Building Fire Safety Committee is empowered under Section 157 of the Planning, Development and Infrastructure Act 2017 to serve notice on the building owner/s requiring the owner/s to undertake actions to improve the fire safety to an adequate level.

The Fire Safety Notice requires you to report within two months to the Building Fire Safety Committee on the work or other measures necessary to ensure that the fire safety of the building is made adequate. During that period, you may make representation(s) to the Building Fire Safety Committee about the fire safety of the building and the work or other measures to be carried out.

If you dispute any of the details of this notice, you have 14 days in which to lodge an appeal with the Registrar of the Environment Resources and Development Court. For more information contact the Court administration on 8204 0300.

Yours sincerely

A handwritten signature in black ink that reads "John Mazarolo".

John Mazarolo
Presiding Member
City of Charles Sturt Building Fire Safety Committee

Enclosure: Fire Safety Notice

City of Charles Sturt Building Fire Safety Committee

Notice of Fire Safety

Planning, Development and Infrastructure Act 2016 – Sections 157 (4) (a) & (5)

In respect of premises situated at 1-14/2 Todville Street WOODVILLE WEST SA 5011

TO: Ms P J Johnson (You)
C/- Julianne Price Real Estate
PO Box 7105
Hutt Street ADELAIDE SA 5000

FROM: City of Charles Sturt (Committee)
PO Box 1
WOODVILLE SA 5011

WHEREAS:

- A. You are the owner of land described in Certificate of Titles:
Lot C1 CP 27521 Vol 6104 Fol 677
Lot 1 CP 27521 Vol 6104 Fol 663
Lot 2 CP 27521 Vol 6104 Fol 664
Lot 101 CP 27521 Vol 6104 Fol 665
Lot 102 CP 27521 Vol 6104 Fol 666
Lot 103 CP 27521 Vol 6104 Fol 667
Lot 104 CP 27521 Vol 6104 Fol 668
Lot 201 CP 27521 Vol 6104 Fol 669
Lot 202 CP 27521 Vol 6104 Fol 670
Lot 203 CP 27521 Vol 6104 Fol 671
Lot 204 CP 27521 Vol 6102 Fol 672
Lot 301 CP 27521 Vol 6104 Fol 673
Lot 302 CP 27521 Vol 6104 Fol 674
Lot 303 CP 27521 Vol 6104 Fol 675
Lot 304 CP 27521 Vol 6104 Fol 676
known as 1-14/2 Todville Street WOODVILLE WEST SA 5011 (**Land**).
- B. Situated on the land is an Apartment Building comprising 14 apartments (**Buildings**).
You are the owner of the building.
- C. The Committee is an appropriate authority under section 157(16) of the *Planning, Development and Infrastructure Act 2016 (Act)*.
- D. On 20th July 2021, the Committee resolved that the fire safety of the buildings is inadequate as a result of site inspection conducted. A Schedule of the issues indicating that the fire safety of the buildings is inadequate is attached to this notice.

TAKE NOTICE THAT:

1. Pursuant to Section 157 (4) (a) of the Act, you are required to report to the Building Fire Safety Committee on the work or other measures necessary to ensure that the fire safety of the building is adequate. (see attached **Schedule of Measures**)
2. You are required to comply with this Notice within two months (or such longer time as the Committee may allow) of the date of this Notice pursuant to Section 157(5) of the Act.

Dated at Woodville this **27th day of July in the year 2021.**



John Mazzarolo
Presiding Member
City of Charles Sturt Building Fire Safety Committee
Phone: 8408 1191 Email: jmazzarolo@charlessturt.sa.gov.au

PLEASE SEE NEXT PAGE FOR IMPORTANT INFORMATION

PLEASE NOTE:

1. The Committee may, at the request of the owner, vary this notice or may, on its own initiative, revoke this notice if satisfied that it is appropriate to do so: Section 157(9) of the Act.
2. If You contravene or fail to comply with a requirement contained in this notice You will be guilty of an offence: Section 157(5) of the Act.

MAXIMUM PENALTY: \$2,500

3. An offence against section 157(5) of the Act is an expiable offence: Regulation 126(d) of the *Planning, Development and Infrastructure (General) Regulations 2017*).

EXPIATION FEE: \$225

4. Please see attached **Schedule of Measures** required to ensure that the fire safety of the Building is adequate.
5. Pursuant to section 157(10) of the Act, you have 14 days in which to lodge an appeal with a registry of the Environment, Resources and Development Court (**Court**) unless the Court allows a longer time.
6. Subject to any order of the Court to the contrary, the operation of a notice under this section is not suspended pending the determination of an appeal: Section 157(11) of the Act.
7. You may, within the period of compliance with this Notice, make representations to the Committee about the fire safety of the Building and the work or other measures to be carried out or taken: Section 157(6) of the Act.

SCHEDULE OF MEASURES REQUIRED TO ENSURE THE FIRE SAFETY OF THE BUILDING IS ADEQUATE

1. **The Aluminium Core Panels (ACP) must be removed from the external façade of the building and be replaced with cladding which complies with the requirements of the National Construction Code of Australia.**

Dated at Woodville this **27th day of July in the year 2021.**

A handwritten signature in black ink, appearing to read 'JMazzarolo', written in a cursive style.

John Mazzarolo

Presiding Member

City of Charles Sturt Building Fire Safety Committee

Phone: 8408 1191 Email: jmazzarolo@charlessturt.sa.gov.au

Orig. AG 11835162



14:32 16-Oct-2012

4 of 4

Fees: \$0.00

LANDS TITLES REGISTRATION OFFICE SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

RevenueSA - Stamp Duty - ABN 19 040 349 865 ©

RevNetID/PRA Bundle No: _____

Orig/Copy _____ of/with _____ copies.

Consideration/Value/Security: \$ _____

SA Proportion (if applicable): \$ _____

SD: \$ _____ LTO Fees: \$ _____

Int: \$ _____ Pen/Add Tax: \$ _____

Signature: _____ Date: ____/____/____

Prefix
AG
Series No.
4

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886

~~Solicitor/Registered Conveyancer/Applicant~~

AGENT CODE

Lodged by: ALEXANDER & SYMONDS, ALSY.

14:10 17/10/2012 02-013404
REGISTRATION FEE \$129.00
TRANSACTION FEE \$15.00

Correction to:

South Australian Housing Trust SAHT

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


- 1
- 2
- 3
- 4

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

- 1
- 2
- 3
- 4

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

ITEM(S)	AGENT CODE

CORRECTION	PASSED <i>[Signature]</i>
REGISTERED <i>[Signature]</i> 22.10.2012	PRO  REGISTRAR-GENERAL

R-G 010107

Insert type of document

here APPLICATION TO NOTE LAND MANAGEMENT AGREEMENT

(Pursuant to s 57(5) of the Development Act 1993)

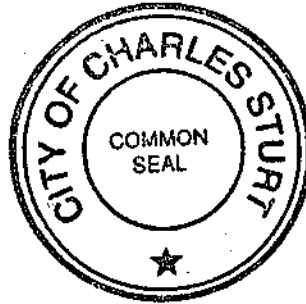
To the Registrar General,

1. **CITY OF CHARLES STURT** ("the Council") of 72 Woodville Road Woodville SA 5011 has entered into the attached Land Management Agreement dated 10th of October 2012 ("the Deed") with **URBAN RENEWAL AUTHORITY** of Level 9 Riverside Centre, North Terrace, Adelaide SA 5000 (Owner) under s 57(2) of the *Development Act 1993* ("the Act")
2. The Deed relates to Allotment 578 in DP 90225 being portion of the land in CT Volume 5067 Folio 845, Allotment 500 in DP 90237 being portion of the land in CT Volume 6081 Folio 306, Allotment 502 in DP 90237 being portion of the land in CT Volume 5067 Folios 845 and 846 and portion of the land in CT Volume 6081 Folio 306, Allotments 21, 22, 23, 24, 25 and 26 in DP 90292 being portion of the land in CT Volume 5067 Folio 848 and portion of the land in CT Volume 6081 Folio 306 and Allotments 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37 and 38 in DP 90292 being portion of the land in CT Volume 5432 Folios 146 and 149 and portion of the land in CT Volume 5067 Folio 846, ("the land").

NOW THEREFORE the Council applies under s 57(5) of the Act to note the Deed against the land.

DATED the 10th day of October 2012

THE COMMON SEAL of
CITY OF CHARLES STURT
was hereunto affixed in the presence of:



[Handwritten Signature]
.....
Mayor

[Handwritten Signature]
.....
Chief Executive Officer

DATED 10th October

2012

BETWEEN:

CITY OF CHARLES STURT

Council

AND

URBAN RENEWAL AUTHORITY

Owner

**LAND MANAGEMENT AGREEMENT
BY DEED**

THIS DEED is made the 10th day of October

2012

BETWEEN: CITY OF CHARLES STURT of 72 Woodville Road, Woodville SA 5011
(Council) of the one part

AND: URBAN RENEWAL AUTHORITY (ABN 86 832 349 553) of Level 9 (West)
Riverside Centre, North Terrace, Adelaide SA 5000 (Owner) of the other part

BACKGROUND:

- A. The Owner is the proprietor of an estate in fee simple in the land comprised in Certificate of Title Register Books Volume 5067 Folio 843, Volume 5067 Folio 845, Volume 5067 Folio 846, Volume Volume 5432 Folio 146, Volume 5432 Folio 149, Volume 6081 Folio 306, ("the land")
- B. The Owner, in accordance with the provisions of the *Development Act 1993 (Act)*, has entered into arrangements for the staged development of the Land by dividing it under the *Real Property Act 1886* and the *Community Titles Act 1996* for residential and other purposes and roads and open space under development authorisations that have been granted before the date of this deed or are to be granted in the future (**Proposed Development**).
- C. The Land comprises Residential Policy Area 23 of the Council's Development Plan current at the date of this deed.
- D. The Proposed Development will provide (amongst other things):
 - (a) allotments for wide range of dwellings at a range of densities;
 - (b) open space and associated facilities (excluding the rail corridor).
- E. The infrastructure to be provided as part of the Proposed Development will include a pipe network (separate from the pipes for the supply of potable mains water) for the provision of recycled water from the ASR System to the boundary of each of the allotments and Community Parcels created by the Proposed Development. That pipe network will be installed by the Owner as part of the land division process and will be

progressively vested in the Council as the successive stages of the Proposed Development are completed(Council's Infrastructure).

- F. To ensure the beneficial and economic use of the ASR System and the Council's Infrastructure, the Council and the Owner wish to ensure that the future development of the Land includes the installation of separate reticulation systems for the supply of Mains Water and recycled water on the Allotments and Community Parcels created by the Proposed Development or any additional Allotments created as a result of the further development of any of those allotments, (including community lots and where appropriate, common property in a community parcel).
- G. The Owner has accordingly agreed with the Council to enter into this deed under Section 57(2) of the Act relating to the development and management of the Land subject to the terms and conditions set out in this deed.
- H. In deciding to enter into this deed the Council has had regard to:
- (a) the development authorisations referred to in paragraph B of this Background;
 - (b) the provisions of the Council's Development Plan, including the provisions referred to in paragraph C of this Background;
- and is satisfied that this deed;
- (c) is consistent with and will assist in the implementation of the objectives of those provisions of the Council's Development Plan; and
 - (d) is not contrary to the principle that a Land Management Agreement should not be used as a substitute to proceeding with an amendment to that Development Plan.

1. INTERPRETATION

- 1.1 The parties acknowledge that the matters recited above are true and accurate and agree that they form part of the terms of this deed.
- 1.2 In the interpretation of this deed unless the context otherwise requires or admits:
- 1.2.1 **ASR System** means the system for collection, storage, treatments and distribution of recycled water being developed and implemented by the Council through the Waterproofing the West program.
 - 1.2.2 **Allotment** means an allotment as defined in section 223LA of the Real Property Act 1886 and also includes a community lot in a community division under the *Community Titles Act 1996*.
 - 1.2.3 **A/NZS 3500.1** means the Australian/New Zealand Standard Plumbing and Drainage, Part 1, Water Services published in December 2003 and refer to any subsequent Australian or Australian/New Zealand Standard varying or published in substitution for that Standard and applies to non-drinking water services.
 - 1.2.4 **Audit Certificate** means a duly signed certificate from the South Australian Water Corporation or a qualified certifier approved for the

time being by the Council certifying that the Dual Reticulation Works and the Owner's Infrastructure are technically sound and in fit and proper working order and suitable to receive Recycled Water under the Water Supply Agreement.

- 1.2.5 **Boundary Access Point** means the point on the boundary of each Allotment or community parcel forming part of the Land (whether currently in existence or created in the future) at which the Council's Infrastructure is intended to deliver Recycled Water to that allotment or Community Parcel.
- 1.2.6 **Certificate of Completion** means a certificate in the form set out in Annexure B and issued by a Qualified Certifier.
- 1.2.7 **Community Lot** has the meaning attributed to that term by the *Community Titles Act 1996*.
- 1.2.8 **Community Parcel** has the meaning attributed to that term by the *Community Titles Act 1996*.
- 1.2.9 **Council's Infrastructure** means the distribution network vested in or under the care, control and management of the Council by which the Council or a third party will distribute Recycled Water to allotments or Community Parcels forming part of the Land (whether currently in existence or created in the future).
- 1.2.10 **Design and Construction Standards** mean:
 - 1.2.10.1 all applicable legislative requirements;
 - 1.2.10.2 A/NZS 3500.1; and
 - 1.2.10.3 the Recycled Water Plumbing Guide.
- 1.2.11 **DHS** means the Environmental Health Branch of the Department of Human Services.
- 1.2.12 **Distribution Agent** means any person or entity appointed by the Council from time to time to deliver Recycled Water to any area that includes the Land.
- 1.2.13 **Dual Reticulation Works** means the works to be constructed on each Allotment of the Land to allow the Council to supply Recycled Water to the Land.
- 1.2.14 **EPA** means the Environment Protection Authority constituted under the *Environment Protection Act 1993*.
- 1.2.15 **Force Majeure Event** means an event beyond the reasonable control of the parties which precludes a party from observing or performing on time an obligation under this deed. Such circumstances include but are not limited to:

- 1.2.15.1 pollution events and failure or unsuitability of the aquifer system;
 - 1.2.15.2 acts of God, lightning strikes, earthquakes, floods, storms, droughts, explosions, fires and any natural disaster; and
 - 1.2.15.3 acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution.
- 1.2.16 **Land** includes any part or parts of the Land.
- 1.2.17 **Mains Water** means potable water as may be supplied by SA Water.
- 1.2.18 **Non-potable Water** means water not suitable for human consumption, such as by drinking or the preparation of food.
- 1.2.19 **Owner's Infrastructure** means any infrastructure on any Allotment or Community Parcel on the Land which impacts in any way the Dual Reticulation Works.
- 1.2.20 **Qualified Certifier** means an independent certifier who holds an unrestricted licence as a plumber under the *Plumbers, Gasfitters and Electricians Act 1995*, or such other qualifications as the Council may from time to time direct in its absolute discretion.
- 1.2.21 **Recycled Water** means non-potable reclaimed, recycled or reused water having a quality of not less than Class A recycled water under the South Australian Reclaimed Water Guidelines, including (but not limited to) recycled stormwater, recycled effluent, native groundwater, potable water or rain water, or any combination of these as may be more specifically described in a Water Supply Agreement.
- 1.2.22 **Recycled Water Plumbing Guide** means the Recycled Water Installation Guide published by S A Water and dated 2006, a copy of which is Annexure A, including any later or substituted version of that publication current at any time.
- 1.2.23 **SA Water** means the South Australian Water Corporation established by the *South Australian Water Corporation Act 1994*.
- 1.2.24 **South Australian Reclaimed Water Guidelines** means the Guidelines of that title published by the DHS and EPA in 1999 and any subsequent edition of those Guidelines or any guidelines or standards published or adopted by the EPA for the time being in substitution for those Guidelines.
- 1.2.25 **Water Supply Agreement** means the agreement between the Council or Distribution Agent and the owner of each individual Allotment created on the Land by the Proposed Development for the supply of Recycled Water by the Council or Distribution Agent on terms and at price or rate to be determined in accordance with the Council's or Distribution Agent's standard Recycled Water supply terms in place at the relevant time.

- 1.2.26 **Year** means a period of 12 calendar months commencing on 1 July in any year and ending on 30 June of the following year.
- 1.2.27 Words and phrases used in this deed which are defined in the Act or in the Regulations made under the Act have the meanings ascribed to them by the Act or the Regulations as the case may be.
- 1.2.28 References to any statute or subordinate legislation include all statutes and subordinate legislation amending consolidating or replacing the statute or subordinate legislation referred to.
- 1.2.29 The term **Owner** where the Owner is a company includes its successors, assigns and transferees and where the Owner is a person, includes his heirs, executors, administrators and transferees and where the Owner consists of more than one person or company the term includes each and every one or more of such persons or companies jointly and each of them severally and their respective successors, assigns, heirs, executors, administrators and transferees of the companies or persons being registered or entitled to be registered as the proprietor of an estate in fee simple to the Land or to each and every one of all separate allotments into which the Land may be divided after the date of this deed, and in relation to any common property created by a community division, the relevant Community Corporation.
- 1.2.30 The term **person** includes a corporate body.
- 1.2.31 Any term which is defined in the statement of the names and descriptions of the parties or in the Background has the meaning there defined.
- 1.2.32 Words importing the singular number or plural number are deemed to include the plural number and the singular number respectively.
- 1.2.33 Words importing any gender include every gender.
- 1.2.34 Where two or more persons are bound hereunder to observe or perform any obligation or agreement whether express or implied then they are to be bound jointly and each of them severally.
- 1.3 Clause headings are provided for reference purposes only and are not to be resorted to in the interpretation of this deed.
- 1.4 The requirements of this deed are at all times to be construed as additional to the requirements of the Act and any other legislation affecting the Land.

2. OWNER'S OBLIGATIONS

2.1 Installation of Dual Reticulation Works

The Owner will install the Dual Reticulation Works on the Land so as to ensure that:

- 2.1.1 each Allotment created on the Land; and

- 2.1.2 each building and structure on the Land (as reasonably required by the Council),

is connected to the Council's Infrastructure or, if the Council's Infrastructure is not yet installed, able to be connected to the Council's Infrastructure at the Boundary Access Point of the relevant Allotment; or where the Council has made a requirement under clause 2.3.2, through the Boundary Access Point of the community parcel of which the Allotment is part.

2.2 Interim supply of water

- 2.2.1 The Owner acknowledges that Recycled Water may not be available for supply to the Land through the Dual Reticulation Works until some time after the Owner is required to install the Dual Reticulation Works. In that case the Council may by notice in writing to the Owner, require the Dual Reticulation Works to be connected to the Mains Water supply system on the Land in such a manner as the Council directs in the notice.

- 2.2.2 The Owner must ensure at the Owner's expense in all things that:

2.2.2.1 the Dual Reticulation Works are installed, or if already installed are adapted to the satisfaction of the Council so that it complies with a notice given under clause 2.2.1; and

2.2.2.2 the Dual Reticulation Works are not connected or reconnected to the Council's Infrastructure until the Council gives a notice under clause 2.2.3.

- 2.2.3 When Recycled Water becomes available for supply to the Land through the Council's Infrastructure, the Council may give notice to the Owner requiring the Owner to:

2.2.3.1 if the Dual Reticulation Works are connected to the Mains Water Supply under clause 2.2.1, disconnect from the Mains Water supply system and to connect the Dual Reticulation Works to the Council's Infrastructure; and

2.2.3.2 if the Dual Reticulation Works remain unconnected, to connect the Dual Reticulation Works to the Council's Infrastructure in such manner as the Council directs in the notice.

- 2.2.4 The Owner must, at the Owner's expense and to the satisfaction of the Council, comply with a notice given under clause 2.2.3 within 8 weeks after the date on which the notice was given to the Owner.

2.3 Standard of construction of Dual Reticulation Works

- 2.3.1 Subject to clauses 2.2.1 and 2.2.2, the Owner must ensure that the Dual Reticulation Works are constructed so that:

2.3.1.1 the Works are in accordance with all relevant statutory consents or approvals;

- 2.3.1.2 the Works comply with the Design and Construction Standards;
- 2.3.1.3 all pipes and fittings used for the purposes of the Works are marked in accordance and authorised or approved under regulation 12 of the Waterworks Regulations 1996;
- 2.3.1.4 a meter for the supply of Recycled Water is installed at each Boundary Access Point and is separate from the meter for Mains Water;
- 2.3.1.5 an appropriate backflow prevention device is installed; and
- 2.3.1.6 all piping, pipe sleeves, taps, outlets and sprinkler heads through which Recycled Water is to be supplied must be coloured purple in accordance with Australian Standard AS2700 and provided with signage which states 'warning recycled water do not drink' in accordance with Australian Standard AS1345.

- 2.3.2 In the case of a Community Parcel, the Council may, if it reasonably considers it appropriate in the circumstances to do so, require a single meter for the supply of non-potable water to a Community Parcel to be located at the Boundary Access Point of the Community Parcel. The Owner acknowledges that in such a case, the individual community lots and (if required) the common property comprised in the community parcel must then be supplied by the Community Corporation under arrangements to be determined by the Community Corporation.
- 2.3.3 The Owner acknowledges that any meter for non-potable water installed at the Boundary Access Point of an Allotment or Community Parcel will be and remain the property of the Council.
- 2.3.4 The Owner must ensure that any meter for non-potable water installed at the Boundary Access Point of an Allotment or Community Parcel will be at all times readily accessible to the Council and any Distribution Agent for the purpose of inspecting or reading the meter.
- 2.3.5 Subject to any requirement of a notice given by the Council under this clause, the Owner must comply with the Recycled Water Plumbing Guide.
- 2.3.6 The Owner must obtain the prior written approval of the Council to the existing or proposed design, construction and installation of the Owner's Infrastructure. The Owner must comply with reasonable requests for information by the Council or any third party authorised by the Council about the Owner's Infrastructure.

2.4 Commissioning, Repair and maintenance of Dual Reticulation Works

- 2.4.1 The Owner must ensure that the Dual Reticulation Works are commissioned before use in accordance with the procedures set out in the Recycled Water Plumbing Guide.

- 2.4.2 The Owner must repair, maintain and if necessary replace the Dual Reticulation Works and the Owner's Infrastructure to a good quality standard or as otherwise reasonably directed by the Council, a third party or by law or regulations and otherwise to comply with any of the requirements of any government authority, including but not limited to the EPA, or the DHS.

2.5 Periodic audit of Dual Reticulation Works

- 2.5.1 Subject to clause 2.5.2 the Owner must on or before 30 June in any year, if the Council has directed the Owner to do so by a notice in writing provide the Council at the Owner's expense with an Audit Certificate.
- 2.5.2 A direction by the Council under clause 2.5.1:
- 2.5.2.1 must be made by no later than 31 March of the year in which it is given; and
 - 2.5.2.2 May not be given more than once in any 5 year period following the giving of a previous direction under this clause in relation to the same Allotment.
- 2.5.3 In addition to any obligation to provide an Audit Certificate under clause 2.5.1, an Owner must, within 3 calendar months after the Owner has become the registered proprietor of an Allotment, provide at the Owner's expense an Audit Certificate to the Council in relation to that Allotment.
- 2.5.4 Without derogating from any of the Owner's obligations under this clause 2, if an audit under this clause 2.5 discloses that the Dual Reticulation Works or the Owner's Infrastructure are in any respect not technically sound and in a fit and proper working order and suitable to receive Recycled Water the Owner must, at the Owner's expense and to the satisfaction of the Council cause such works or actions to be undertaken that are required to repair, maintain, make good or modify the Dual Reticulation Works or the Owner's Infrastructure so that the Dual Reticulation Works or Owner's Infrastructure are technically sound and in a fit and proper working order and suitable to receive Recycled Water.

2.6 Modification or alteration

The Owner must not modify or alter the Dual Reticulation Works without obtaining the prior written approval of the Council.

2.7 Supply of Recycled Water

- 2.7.1 Subject to completion of the installation of the Council's Infrastructure and to any notice given under clause 2.2.1, the Owner must ensure that the Dual Reticulation Works are connected such that in relation to any Allotment, Community Lot or Common Property of a Community Parcel (where it is connected to the Dual Reticulation Works):

2.7.1.1 the Dual Reticulation Works are plumbed to:

- (a) not less than one toilet (referred to as a water closet in the current wording of the Building Rules) except for on Common Property where no toilets are installed; or
- (b) not less than one of the cold water laundry outlets except for on Common Property where no laundry is installed; and
- (c) an external garden tap for garden use purposes (if any garden tap exists); or
- (d) otherwise as required by any relevant authorisation under the Act; and

2.7.1.2 no cross-connection occurs between the supply of Recycled Water and Mains Water.

2.8 Council's rights of entry onto land

2.8.1 The Owner allows the Council, or a third party authorised by the Council, to enter the Land for such reasonable purposes specified by the Council, including but not limited to the following purposes:

- 2.8.1.1 to conduct readings of the meter installed at a Boundary Access Point for the supply of Recycled Water;
- 2.8.1.2 upon providing reasonable notice to the Owner, to carry out maintenance or up-grade works relating to the Council's Infrastructure, the Dual Reticulation Works or the Owner's Infrastructure; and
- 2.8.1.3 to carry out emergency procedures relating to the Council's Infrastructure, the Dual Reticulation Works or the Owner's Infrastructure.

2.9 Water Supply Agreement

The Owner will enter into a Water Supply Agreement with the Council or with such Distribution Agent as the Council directs and will pay the Council or, where the Council so directs, the Distribution Agent for the supply of Recycled Water at rates reasonably determined by the Council or Distribution Agent in accordance with the Council's standard Recycled Water Supply terms in place at the relevant time.

2.10 Additional Allotments

Where any development undertaken at any time involves the creation of any additional Allotment that must be connected to the Council's Infrastructure under clause 2.1, the Owner will pay to the Council any costs and expenses reasonably incurred by the Council for the purpose of connecting the additional Allotment to the Council's Infrastructure.

3. COUNCIL'S OBLIGATIONS

- 3.1 Subject to clauses 2.2.1 and 2.2.2, the Council must procure the supply, through the Council's Infrastructure, of Recycled Water to the Boundary Access Point subject to the Council's terms for the supply of Recycled Water.
- 3.2 The Council may supply Recycled Water to a Distribution Agent for supply by the Distribution Agent to the Owner on the terms and conditions set out in a Water Supply Agreement to be entered into between the Distribution Agent and the Owner.

4. DUAL RETICULATION WORKS

- 4.1 Subject to clause 4.2, the Dual Reticulation Works will only be taken to have been completed for the purposes of this deed when:
 - 4.1.1 the Dual Reticulation Works have been connected to the Council's Infrastructure and there is no connection between those Works and the Mains Water supply; and
 - 4.1.2 the Owner has given written notice to the Council that the Works have been completed together with a Certificate of Completion.
- 4.2 A Certificate of Completion is only required once the Dual Reticulation Works are connected or, if the Dual Reticulation Works are disconnected from the Council's Infrastructure at any time, are reconnected to the Council's Infrastructure at the Boundary Access Point.

5. COUNCIL'S POWERS OF ENTRY, ETC

- 5.1 The Council and any employee or agent of the Council authorised by the Council may at any reasonable time and (except in the case of an emergency) on the giving of reasonable notice enter the Land for the purpose of:
 - 5.1.1 inspecting the Land and any building or structure thereupon; and
 - 5.1.2 exercising any other powers of the Council under this deed.
- 5.2 Clause 5.1 is additional to, and does not derogate from any powers conferred on the Council or an authorised officer of the Council by or under any Statute.
- 5.3 If the Owner is in breach of any provision of this deed, the Council may, by notice in writing served on the Owner, specify the nature of the breach and require the Owner to remedy the breach within such time as may be nominated by the Council in the notice (being not less than twenty eight (28) days from the date of service of the notice) and if the Owner fails so to remedy the breach, the Council or its servants or agents may carry out the requirements of the notice and in doing so may enter and perform any necessary works upon the Land and recover any costs thereby incurred from the Owner.
- 5.4 If in a notice referred to in Clause the Council requires the removal of the building or structure from the Land the Council and its servants or agents are hereby authorised and empowered by the Owner to enter and remove the building or structure from the Land and to dispose of it in any manner determined by the Council provided that if the building or structure shall have

any monetary value then the Council shall use reasonable endeavours to realise that monetary value and must after the disposal account to the Owner and pay to him the realised value less all expenses incurred.

- 5.5 The Council may delegate any of its powers under this deed to any person or authorise any other person to exercise those powers on the Council's behalf.

6. FORCE MAJEURE

- 6.1 If a Force Majeure Event causes delay or failure by a party to perform its obligations under this deed:

6.1.1 neither party will be liable for such delay or failure; and

6.1.2 all obligations of a party under this deed will be suspended until the Force Majeure Event ceases to apply.

- 6.2 A party which is, by reason of a Force Majeure Event, unable to perform any obligation or condition required by this deed must:

6.2.1 notify the other party as soon as possible giving:

6.2.1.1 reasonably full particulars of the event or circumstance of the Force Majeure Event;

6.2.1.2 the date of commencement of the Force Majeure Event and an estimate of the period of time required to enable it to resume full performance of its obligations; and

6.2.1.3 where possible, the means proposed to be adopted to remedy or abate the Force Majeure Event;

6.2.2 use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure Event as soon as possible;

6.2.3 resume performance as soon as possible after termination of the Force Majeure Event or after the Force Majeure Event has abated to an extent which permits resumption of performance;

6.2.4 notify the other party when the Force Majeure Event has terminated or abated to an extent which permits resumption of performance to occur; and

6.2.5 notify the other party when resumption of performance has occurred.

7. VARIATION AND WAIVER

- 7.1 This deed may not be varied except by a supplementary deed signed by the Council and the Owner.

- 7.2 The Council may waive compliance by the Owner with the whole or any part of the obligations on the Owner's part herein contained provided that no such waiver is effective unless expressed in writing and signed by the Council.

8. NOTICES

Notice shall for the purposes of this deed be properly served on the Owner if it is:

- 8.1 posted to the Owner's last address known to the Council; or
- 8.2 affixed in a prominent position on the Land.

9. COSTS

- 9.1 The Council agrees to bear its own costs in relation to the preparation and negotiation of this deed.
- 9.2 The Owner agrees to bear its own costs in relation to the preparation and negotiation of this deed and all costs and expenses associated with the noting of this deed.

10. NOTING OF DEED

Each party must do and execute all such acts documents and things as are necessary to ensure that as soon as is possible after the execution of this deed by all necessary parties this deed is noted on the Certificate of Title for the Land under section 57(5) of the Act.

11. GOVERNING LAW

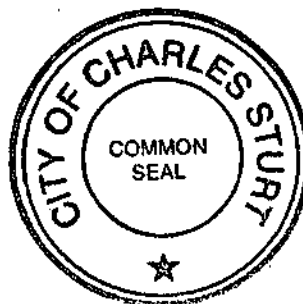
The law governing the interpretation and implementation of the provisions of this deed is the law of South Australia.

12. GENERAL PROVISIONS

- 12.1 If any provision of this deed is found by a court of competent jurisdiction to be invalid or unenforceable in law then and in such case the parties hereby request and direct such court to sever such provision from this deed.
- 12.2 This deed contains the whole agreement between the parties in respect of the matters referred to in it.

EXECUTED as a deed

THE COMMON SEAL of
CITY OF CHARLES STURT was
hereunto affixed in the presence of:



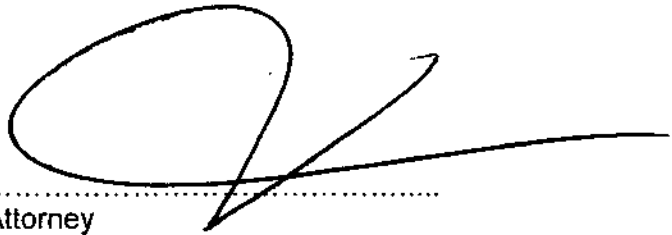
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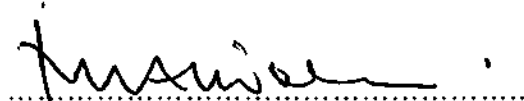
Mayor

Chief Executive Officer

SIGNED for and on behalf of the URBAN RENEWAL AUTHORITY by its duly constituted Attorney pursuant to Power of Attorney No. 11779840, who has not received a notice of the revocation of that Power of Attorney in the presence of:

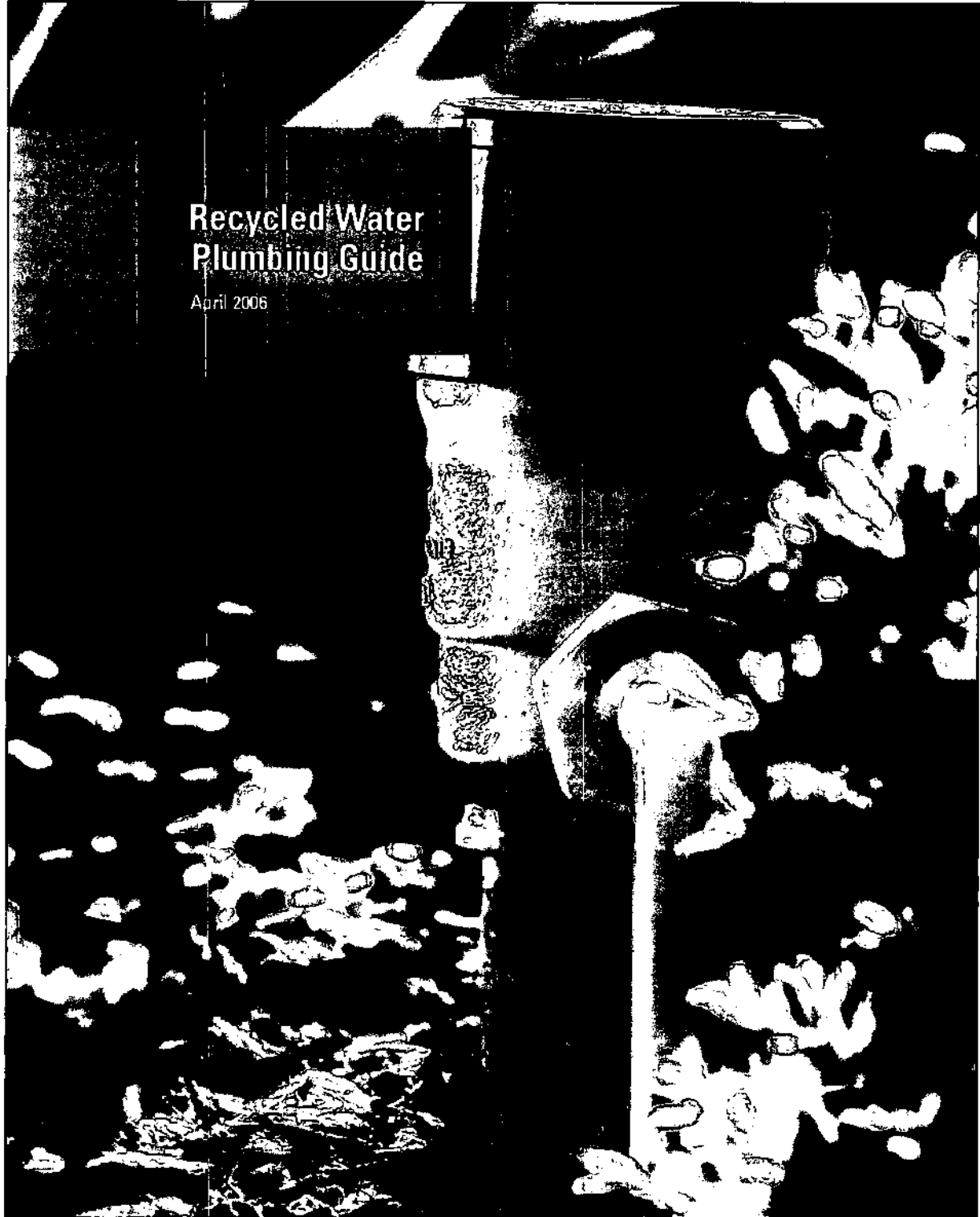

.....
Attorney

DAVID O'LOUGHLIN.....
Full Name of Attorney
Address:
C/- Urban Renewal Authority
Level 9 Riverside Centre
North Terrace, Adelaide SA 5000
Tel: 8207 1300


.....
Witness

DAVID STINSON.....
Full Name of Witness
Address:
C/- Urban Renewal Authority
Level 9 Riverside Centre
North Terrace, Adelaide SA 5000
Tel: 8207 1300

Annexure A Recycled Water Installation Guide



**GUIDELINES FOR USE
AND INSTALLATION**



Contents

Recycled Water Services	3
Recycled Water Information	4
Recycled Water - What can it be used for?	5
Recycled Water Main	6
Water Pressure	6
Water Meter Assemblies	7
Approved Products	8
On-site Property	8
Commissioning the System	10

Recycled Water Services

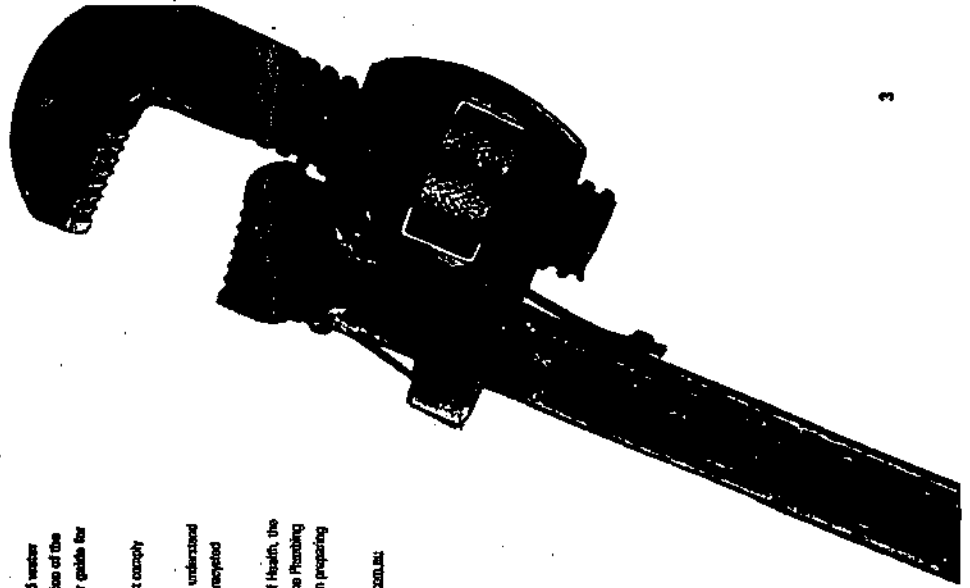
This guide is for those who install recycled water services. It aims to ensure proper installation of the recycled water service and provide a clear guide for safe use of recycled water.

The installation of a recycled water service must comply with AS/NZS 3500.

The guide is also for householders to help them understand how the recycled water system works and how recycled water may be used within the home.

SA Water would like to thank the Department of Health, the Plumbing Industry Commission of Victoria and the Plumbing Industry Association of SA for their assistance in preparing this guide.

Copies can be downloaded from www.sa.gov.au.



Recycled Water Information

Recycled water is water which has been derived from sewerage systems (including Septic Tank Effluent Treatment Systems - STERS) and treated to a standard which is satisfactory for its intended use. See page 5 for a list of uses.

Recycled water must be managed differently to drinking water.

"Class A" is the highest quality of recycled water and typically requires full secondary treatment to remove dissolved and suspended organic material by biological oxidation and sedimentation, plus tertiary filtration and disinfection.

The use of recycled water in new developments is a growing trend across Australia as we explore ways to become more water efficient.

For properties supplied with recycled water a dual water supply will be available, consisting of:

- One water main for drinking water
- One water main for recycled water

The recycled water system will have very distinctive features to make it easy to identify. This guide outlines those distinctive features to ensure recycled water services are correctly installed.

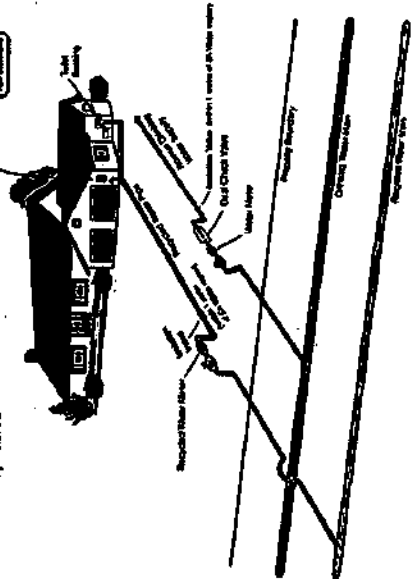
The main objective is to ensure the recycled water service cannot be accidentally interconnected to the drinking water supply within the property.

On the completion of the work the plumber will be required to notify SA Water and an audit will be undertaken before commissioning the recycled water service to:

- ensure there is no interconnection between the recycled water service and the drinking water service, and
- ensure recycled water is only supplied to toilets and garden taps.

This guide will tell you how to do this.

The plumber is required to submit a Certificate of Compliance to the property owner and SA Water within seven days of completing the final fit commissioning. **Note: This requirement does not apply to an irrigation system connected to the recycled water service.**



Recycled Water - What can it be used for?



Recycled water **CAN** be used for:

- Toilet flushing
- (Consumes about 11% of household water)
- Washing cars*
- Garden irrigation*
- Filling ornamental ponds*

* Not all SA Water customers will require this work. Customers not requiring this work should contact SA Water for more information. SA Water will provide a list of properties that require this work. SA Water will also provide a list of properties that require this work. SA Water will also provide a list of properties that require this work. SA Water will also provide a list of properties that require this work.



Recycled water **MUST NOT** be used for the following:

- Drinking
- Human and animal consumption
- Cooking or other kitchen purposes
- Personal washing, such as baths, showers, hand basins and bidets
- Evaporative cooling
- Clothes washing
- Indoor household cleaning
- Swimming pools and spas
- Recreation activities involving water contact (eg. children playing in the sprinklers)
- Working companies sites



SA Water
Owned and Operated Systems.
Recycled
Water Main

Recycled water will be delivered to properties by a system of dedicated mains.

Upon application to SA Water by the plumber/owner, each property will be provided a recycled water connection from the recycled water main and a drinking water supply connection from the drinking water main.

Water Pressure

Water pressure in the recycled water main will be slightly less than the pressure in the drinking water main. This will impact on the pressure of water for irrigation systems connected to the recycled water system and therefore needs to be considered when designing the system.

Flow main to meter.

Two water service pipes will enter the property:

- The service pipe for recycled water will be identified by a purple valve in accordance with AS/NZS, being no larger than P20 (nominal or P17, purple and no lighter than P23) size.
- The service pipe for drinking water supply will not be coloured (blue/purple).

Below: Blue meter for recycled water.
Right: Meter for drinking (potable) water



SA Water
Owned and Operated Systems.
Water Meter
Assemblies

The recycled water meter assembly is purple in colour. The meter will be fitted above ground in the position of the existing 'potable' water service point on the property.

- Prior to the commencement of building construction the plumber/owner/owner is required to lodge a building site and floor plan and make payment for water services (and sewer connection).
- SA Water will supply both water meters on application.
- The recycled water meter will be locked in the closed position until the recycled water service has been completed, inspected by SA Water and deemed suitable for activation.
- The meter components used for recycled water are different to those for drinking water to prevent interchange of the meters.
- The licensed plumbing contractor must ensure SA Water has been notified before commencing work and at each stage of the recycled water service installation. The plumbing contractor is to be present at the time of final fit commissioning by SA Water.
- A dual check valve will be provided by SA Water as part of the 20mm drinking water meter assembly, the dual check valve is to remain visible and accessible.
- Metered drinking water supplies greater than 20mm will require an appropriate backflow prevention device installed by the plumbing contractor.
- Attention to the existing recycled/drinking water connection will require an application to be made to SA Water.
- Any property service connections including the water meter are the responsibility of SA Water.

Approved Products

Only products certified under the National Plumbing Product Approval Scheme are permitted to be used for recycled and drinking water services connected to SA Water's supply system.

Pipes to be used on recycled water must be clearly and permanently identified 'Recycled Water - DO NOT DRINK' and coloured in accordance with AS7002, being no darker than P24 (purple) or P17 (purple) and no lighter than P23 (blue). External metallic stand pipes must be coloured, as above.

On the Property

The plumber is required to submit a Certificate of Compliance to the contractor and SA Water within seven days of completing the work. *Note: This requirement does not apply to an irrigation system connected to a recycled water service.*

Under no circumstances is there to be interconnection between the recycled water service and the drinking water service.

- All plumbing work within a property including recycled water plumbing, is to be undertaken by a licensed or experienced plumber and notified to SA Water for audit.

Certified products will be clearly identified and colour coded.

AS/NZS 3500.1:2010 - PIPELINES, POLYBUTENE-1, RECYCLED WATER

- All pipe work and products used in the installation of recycled water services shall comply with Section 7 of AS/NZS 3500.1:2010.
- Where pipes are not integrally coloured purple, identification may be achieved by means of clear facing durable purple coloured sleeving, coating or specially wrapped tape.
- All recycled water pipes, pipe sleeves and identification tapes and outdoor steel be purple and be marked with the following: **RECYCLED OR RECLAIMED WATER - DO NOT DRINK.**
- All buried pipes must have identification tape installed on top of the recycled water pipe, running lengthwise and fastened to the pipe at not more than 3 metre intervals. This identification tape (as pictured below) is designed to ensure safety when digging in the vicinity of recycled water pipes to prevent rupture.

- External bare tap outdoor steel comply with the following:
 - They shall be clearly marked with either a warning sign or prohibition sign in accordance with AS1319.
 - They shall be of a type that has a non-removable handle except where the outlet is installed 1200mm or more above finished surface level.
 - They shall be coloured, powdered coated purple.
- All other installation requirements of Section 5 AS/NZS 3500.1, Installation of Cold Water Services also apply.



Distinctive purple taps to be on recycled water outlets.

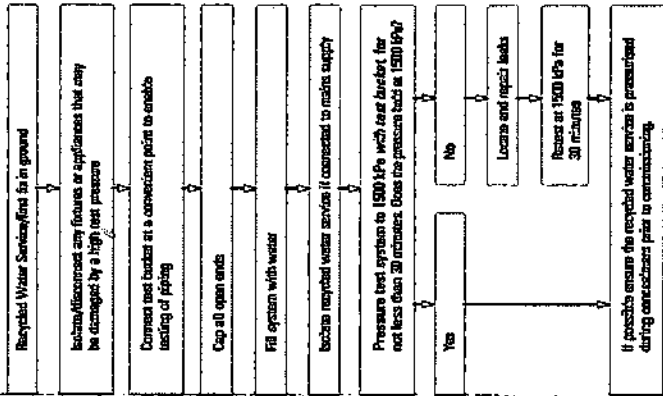
Commissioning The System

It is the responsibility of the building planning to ensure SA Water to supply each step of the commissioning of the installation before construction is completed by the property owner. The pressure test should be carried out at each step for inspection on the completed installation of the commissioning process. SA Water will reach a final test of the total system to the test site of the installation after the test. The following commissioning procedure should be followed and detailed in the Certificate of Acceptance as required. The planning engineer is to be present at the test of the test for commissioning by SA Water.

Handwritten signature and initials

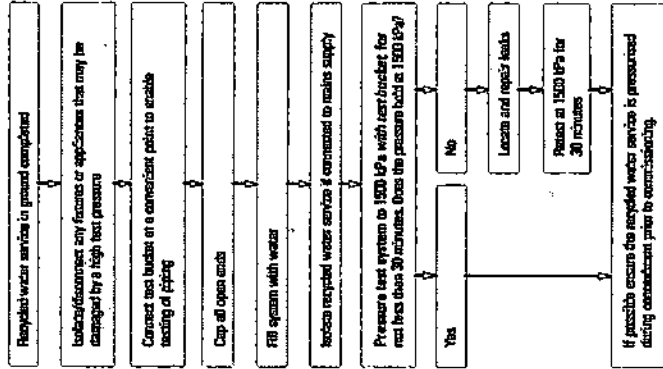
Stage 1

COMMISSIONING THE RECYCLED WATER SYSTEMS
FIRST FLOOR/GROUND



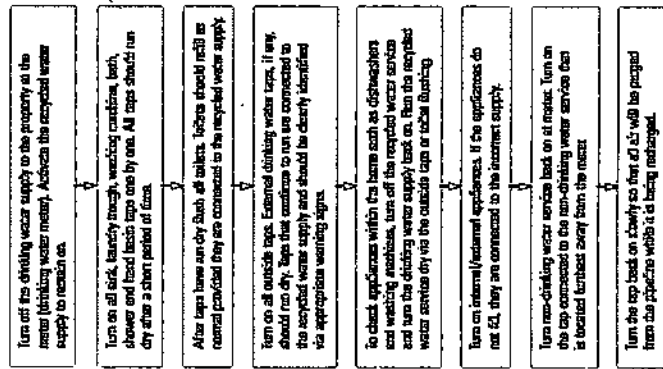
Stage 2

COMMISSIONING THE RECYCLED WATER SYSTEMS
FIRST FLOOR/GROUND



Stage 3

COMMISSIONING THE RECYCLED WATER SYSTEMS
GROUND/FIRST FLOOR



**For more
information**

The following organisations provide a range of information related to water quality, conservation and efficiency.

SA Water

www.sawater.com.au
Telephone 1300 650 956



Department of Health
www.health.sa.gov.au
Telephone (08) 8226 6070



**Department
of Health**

Environment Protection Authority
www.epa.sa.gov.au
Telephone (08) 8204 2000



Department of Environment & Heritage
www.environment.sa.gov.au
Telephone (08) 8204 8300



**Department
for Environment
and Heritage**

Plumbing Industry Association of SA
www.plumbingindustry.com.au
Telephone (08) 8292 4000



Annexure B Certificate of Completion
SA Water
Certificate of Compliance

Booking Nos..... Certificate No

I certify that the **Sanitary Plumbing/Drainage** and/or **Heated Water and Cold Water** and, where applicable, **Recycled/Rainwater** installations as defined on this certificate are within the terms of my licence and have been completed and comply with the Regulations and Directions made under the Sewerage and Waterworks Act or the Public and Environmental Health Act as applicable.

- | | | | |
|--|--|---------------------------------------|--|
| <input type="checkbox"/> Install | <input type="checkbox"/> Alter | <input type="checkbox"/> Replace | <input type="checkbox"/> Service or Test |
| <input type="checkbox"/> Sanitary Plumbing | <input type="checkbox"/> Drains | <input type="checkbox"/> Heated Water | <input type="checkbox"/> Cold Water |
| <input type="checkbox"/> Recycled Water | <input type="checkbox"/> Rainwater | <input type="checkbox"/> Backflow | <input type="checkbox"/> Fire Service |
| <input type="checkbox"/> On-site Wastewater system | <input type="checkbox"/> Onsite re-claimed water | | <input type="checkbox"/> STEDS/Other |

at the following address:

Description of premises:

Owner/Client:

Council Name: (when not connecting to SA Water's sewerage system)

Notes:

SANITARY PLUMBING	HEATED WATER	<input type="checkbox"/> New Installation
		<input type="checkbox"/> Replacement

- | | | |
|--|--|--|
| <input type="checkbox"/> W/C | <input type="checkbox"/> Kitchen | Make of water heater..... |
| <input type="checkbox"/> Bathroom | <input type="checkbox"/> En-Suite | Capacity in litres..... |
| <input type="checkbox"/> Soil Stack | <input type="checkbox"/> Laundry | <input type="checkbox"/> Mains/Controlled Pressure |
| <input type="checkbox"/> | <input type="checkbox"/> Trade Waste | <input type="checkbox"/> Cistern fed |
| <input type="checkbox"/> Replacement of sanitary fixtures only | <input type="checkbox"/> Instantaneous | <input type="checkbox"/> Electric |
| | | <input type="checkbox"/> Gas |
| | | <input type="checkbox"/> Solar |

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> COLD WATER | <input type="checkbox"/> FIRE SERVICE |
| <input type="checkbox"/> RECYCLED WATER | <input type="checkbox"/> RAINWATER |

ON-SITE WASTEWATER DISPOSAL Sub-surface disposal system

Septic Tank Aerobic or other treatment system On-site reclaimed water irrigation

TEMPERATURE CONTROL: Tempering valve Thermostatic mixing valve other

BACKFLOW PREVENTION: Account No:..... Water Meter No:.....
 (new valves require an exact location plan to be submitted with this notice)

Device type, size, Serial No:

PLUMBING CONTRACTOR

Print name:..... Trading name:.....

Signature:..... Licence Number: Date:...../...../.....

Address:

Telephone: Mobile: Fax:

SA WATER'S COPY: This Certificate is provided to SA Water within seven days of completing the above work.

DATE RECEIVED BY AUTHORITY

Contact	Planning Services
Email	Dti.planningservices@sa.gov.au
Phone:	7133 3030

Level 10
83 Pirie Street
Adelaide SA 5000

GPO Box 1815
Adelaide SA 5001

1800 752 664
saplanningcommission@sa.gov.au

29 May 2024

First National Real Estate Burton Groves
PO Box 200
ST AGNES SA 5097

Dear Sir/Madam

**Re: *Land and Business (Sale and Conveyancing) Act 1994 - Section 7 Enquiry*
 Property at Unit 11, 2 Todville Street, Woodville West
 Registered Proprietor(s): P Johnson**

I refer to your enquiry to the Department for Trade and Investment (DTI) concerning the parcel of land comprised in Certificate of Title Volume 6104 Folio 676 and the subsequent Property Interest Report (PIR) issued. (Reference No. 2570978 dated 23/5/24).

The land is the subject of an application for development which was granted approval, subject to certain conditions by the Development Assessment Commission pursuant to the *Development Act 1993 (repealed)*. A copy of the Planning Decision Notification is attached (refer item 5.1 of PIR).

There is no record of any condition that continues to apply under either of the repealed Acts referred to in item 6.1 of the PIR.

There is also no record of any condition that continues to apply under the *Planning, Development and Infrastructure Act 2016* (refer item 29.2 of the PIR).

Yours faithfully

Planning Services Unit
on behalf of
STATE PLANNING COMMISSION

South Australia - Regulation under the Development Act, 1993 Regulation 42

DECISION NOTIFICATION FORM

Development Number 252/N007/11 2010/0078/01 SH.330

FOR DEVELOPMENT APPLICATION

REGISTERED ON: 4 March 2011

Mr Patrick Mitchell
 Urban Development and Asset Investment, Housing SA
 Department for Families and Communities
 Level 5, Riverside Centre, North Terrace
 ADELAIDE SA 5000

LOCATION OF PROPOSED DEVELOPMENT:

Lot No	Section	Street	Suburb	Hundred	Title Reference
Lots 37-48 & 51-58 DP 4377		Todville Street	Woodville West	Yatala	CT's 5067/844,5067/845, 5067/846,5432/146, 5432/149, 5067/843

NATURE OF PROPOSED DEVELOPMENT: Stage 1 Residential Development Proposal comprising construction of 2 x 4 storey apartment buildings

From: **DEVELOPMENT ASSESSMENT COMMISSION**

In respect of this proposed development you are informed that:

NATURE OF DECISION	GRANTED	CONDITIONS
DEVELOPMENT APPROVAL	✓	ONE (1)

Condition of Approval

- That except where minor amendments may be required by other relevant Acts, or by conditions imposed by the building rules consent, the development shall be established in strict accordance with the details and plans submitted under the Commonwealth Nation Building Program and endorsed by the Office of the Coordinator General.

Advisory Note

- Pursuant to Regulation 92(2b)(a) of the *Development Regulations 2008*, where any development approved under the Commonwealth Nation Building Program for compliance with the building rules, one copy of the certified plans must be provided to the local Council.



Phil Turvey
 Assessment Coordinator
as delegate of the

DEVELOPMENT ASSESSMENT COMMISSION

Date of Decision: 4 March 2011

cc: CC Charles Sturt

Section 48 Notice

This notice is to be retained by the Tenant



Information to be provided by landlords to tenants

Section 48 of the *Residential Tenancies Act 1995* requires that a landlord must ensure that a tenant is given, before or at the time the landlord and tenant enter into a residential tenancy agreement certain information.

1. **AGENT:** Company Name/Legal Entity:
Company Representative:
ABN (if applicable): RLA No:
Street 1:
Street 2:
Suburb: State: Postcode:
Telephone: W: M:
Email:

Address for service of documents if different to above:

2. **LANDLORD 1:** Full Name:
Address for service of documents for Landlord 1 (cannot be Agent's address for service):
Street 1:
Street 2:
Suburb: State: Postcode:
ABN (if applicable):

LANDLORD 2: Full Name:
Address for service of documents for Landlord 2 if different from Landlord 1 (cannot be Agent's address for service):
Street 1:
Street 2:
Suburb: State: Postcode:
ABN (if applicable):

If landlord is a company, address of registered office of the company if different to above:

Street 1:
Street 2:
Suburb: State: Postcode:

Are there additional landlords? Yes If yes, refer to Annexure - Additional Landlords

3. **PERSON(S) WITH SUPERIOR TITLE TO LANDLORD** (if applicable)

Street 1:
Street 2:
Suburb: State: Postcode:
ABN (if applicable):

INITIALS
Initials not required if using electronic signature

Residential Tenancy Agreement: Schedule



This is a residential tenancy agreement and the parties to the agreement should consider obtaining legal advice about their rights and obligations under the agreement.

1. **AGENT:** Company Name/Legal Entity:
Company Representative:
ABN (if applicable): RLA No:
Street 1:
Street 2:
Suburb: State: Postcode:
Telephone: W: M:
Email:
 The Agent consents to the above email address being used for the purposes of service under the *Residential Tenancies Act 1995*.

2. **LANDLORD 1:** Full Name:
Address for service of documents for Landlord 1 (cannot be Agent's address for service):
Street 1:
Street 2:
Suburb: State: Postcode:
ABN (if applicable):
LANDLORD 2: Full Name:
Address for service of documents for Landlord 2 if different from above (cannot be Agent's address for service):
Street 1:
Street 2:
Suburb: State: Postcode:
ABN (if applicable):
Are there additional landlords? Yes If yes, refer to Annexure - Additional Landlords

3. **TENANT 1:** Full Name: Telephone:
Email address for service of documents:
TENANT 2: Full Name: Telephone:
Email address for service of documents:
TENANT 3: Full Name: Telephone:
Email address for service of documents:
TENANT 4: Full Name: Telephone:
Email address for service of documents:
Are there additional Tenants? Yes If yes, refer to Annexure - Additional Tenants

4. **PREMISES**
Street 1:
Street 2:
Suburb: State: Postcode:

5. **TERM**
 Fixed: Commencement Date: / / End Date: / /
 Periodic: Commencement Date: / / and continues until terminated in accordance with this Agreement

INITIALS
Initials not required if using electronic signature

Residential Tenancy Agreement: Schedule



6. RENT

Amount: Words: \$


Per (period):

Payable in advance: Weekly Fortnightly Calendar monthly

Payments: First Payment of \$ on / / with the

next payment of \$ on / /

and thereafter: \$ on the of each

Payment Method: Internet Transfer  Other

Note: Payment of rent will be taken to have been made when it is credited to the bank account. The Tenant must take into consideration any delays in crediting the bank account caused by the method of rent payment.

7. BOND

Words: \$

8. OUTGOINGS (Clause 3.1.3)

- All water usage costs adjusted for the period of tenancy
- All water usage costs in excess of kL per annum, with such allowance to be adjusted for the period of tenancy
- All water supply charges adjusted for the period of tenancy
- No charge for water
- Other (specify)

If the Property is not individually metered for a service, the Tenant must pay an apportionment of the cost of the service as set out below:

Service	Apportionment
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

9. INSURANCE (Clause 3.1.13)

Responsibility for insurance of the premises Landlord
Responsibility for insurance of contents of the premises (for property other than that of the Landlord) Tenant

10. EXCLUSION OF ANY PART OF PROPERTY

Parts of property not included in this agreement:

**** FRIDGE IS FOR TENANT USE DURING THE TERM OF THE TENANCY HOWEVER WILL NOT BE REPAIRED OR REPLACED BY THE PROPERTY OWNER SHOULD IT FAIL TO WORK DURING THIS TIME AND MUST REMAIN AT THE PROPERTY AT THE CONCLUSION OF THE TENANCY AGREEMENT UNLESS AGREED - IN WRITING - OTHERWISE.**

11. PETS APPROVED

- No
- Yes - Refer to Annexure - Pet Agreement

INITIALS
Initials not required if using electronic signature

Residential Tenancy Agreement: Schedule



12. REPAIR INSTRUCTIONS

- Always contact Agent
- Nominated contact

Contact 1:

Name: Telephone:

Contact 2:

Name: Telephone:

13. ADDITIONAL CONDITIONS

- N/A
- As detailed below
- See annexure

1. First National Burton Groves Disparagement Clause:

The tenant/s or other occupants agree not to make a negative or disparaging media release, announcement, blog, public statement or article for publication (negative social media publication) about the services provided by First National Burton Groves, whether in electronic form or otherwise, except after having first referred the matter to First National Burton Groves and after having provide First National Burton Groves with a reasonable opportunity to address or rectify the matter of concern to the customer.

In the event that the tenant/s or other occupants make a negative social media publication about the services provided by First National Burton Groves, the tenant/s or other occupants shall be liable to and shall wholly indemnify the First National Burton Groves against any and all loss or damage arising from such negative social media publication where the matter giving rise to the negative social media publication was not first referred to First National Burton Groves and First National Burton Groves given a reasonable opportunity to address or rectify the concern, or, the negative social media publication does not constitute genuine feedback or information concerning the services provided by First National Burton Groves in accordance with Australian Consumer Law.

2. The following fees will apply and be charged to the lease holder as and if required:-

- \$110.00 Sub-letting
- \$165.00 Change of name to and/or assignment of tenancy agreement

INITIALS

Initials not required if using electronic signature

Residential Tenancy Agreement: Terms and Conditions



1. AGREEMENT

The Landlord agrees to rent the Property to the Tenant in accordance with the terms and conditions of this Agreement.

2. DEFINITIONS AND INTERPRETATION

In this Agreement, unless a contrary intention appears:

- 2.1 "Act" means the *Residential Tenancies Act 1995*;
- 2.2 "Agent" means the person or organisation specified in Item 1 of the Schedule;
- 2.3 "Ancillary Property" means the property identified or specified in the Inspection Sheet;
- 2.4 "Bond" means the amount specified in Item 7 of the Schedule;
- 2.5 "Landlord" means the person or organisation specified in Item 2 of the Schedule;
- 2.6 "Premises" means the premises the subject of this Agreement specified in Item 4 of the Schedule;
- 2.7 "Property" means the Premises and the Ancillary Property (if any);
- 2.8 "Rent" means the amount specified in Item 6 of the Schedule and/or as varied in accordance with this Agreement;
- 2.9 "Tenant" means the person or organisation specified in Item 3 of the Schedule;
- 2.10 "Term" means the period this Agreement remains in force specified in Item 5 of the Schedule.

The singular includes the plural and vice versa and references to natural persons include corporations and vice versa. Where more than one person is a party to this Agreement, the terms and conditions to be performed by them bind each party jointly and severally.

3. TENANT'S RIGHTS AND OBLIGATIONS

3.1 Subject to the provisions of the Act the Tenant must:

- 3.1.1 pay the Rent to the Agent in full in the manner and at the times specified in Item 6 of the Schedule, unless the Agent has given the Tenant a notice in writing setting out an alternative method;
- 3.1.2 pay the Bond to the Agent;
- 3.1.3 pay all outgoings of the Property to the Agent including gas, electricity, telephone and oil, together with rates and charges for water specified in Item 8 of the Schedule, within fourteen (14) days of receipt of a notice for payment;
- 3.1.4 keep the Property clean and secure, immediately notify the Landlord or the Agent of any damage to the Property and immediately report to the Landlord or the Agent any breakdown or fault in the equipment, electrical, smoke detectors or plumbing services in or on the Property;
- 3.1.5 pay the cost of repair to "the Plumbing" (as defined in clause 3.2.3) when damage to it is as a result of a breach by the Tenant of this Agreement;
- 3.1.6 keep the Property clear of rubbish, place household rubbish in a bin of the type approved by the local council, put the bin out for collection on the day of collection and retrieve it as soon as possible after it has been emptied;
- 3.1.7 regularly mow the lawn, weed and water the garden to at least maintain any garden that is part of the Property to the same standard as applied at the commencement of the Term;
- 3.1.8 keep all drains clear and not intentionally nor negligently do anything that will interfere with the proper operation of any Plumbing or drainage system on the Property;
- 3.1.9 use the Premises solely as a place of residence;
- 3.1.10 pay the cost of any repairs necessary because of damage to the Property as the result of an act or omission of the Tenant or any invitee of the Tenant;
- 3.1.11 return to the Agent's office the completed Inspection Sheet required by the Regulations under the Act within fourteen (14) days of the commencement of the Term, together with details of any disputed item on that Inspection Sheet;
- 3.1.12 where the Property includes a swimming pool or spa:
 - 3.1.12.1 supply and bear the cost of all necessary labour, chemicals and treatments to maintain the present condition of the swimming pool or spa;
 - 3.1.12.2 observe any instructions from the Landlord about the use or maintenance of the swimming pool or spa, including the correct chemical levels;
 - 3.1.12.3 not drain the swimming pool or spa without prior written consent of the Landlord;
 - 3.1.12.4 advise the Landlord or the Agent immediately upon becoming aware of any equipment, including fences or gates, being damaged or malfunctioning or of the condition of the pool or spa deteriorating such that remedial treatment is required;
- 3.1.13 effect and maintain any policy of insurance specified in Item 9 of the Schedule during the Term and, on demand, produce to the Landlord or the Agent a certificate of currency for that insurance;
- 3.1.14 indemnify and keep indemnified the Landlord and the Agent in respect of loss incurred or suffered as a result of any breach of this Agreement by the Tenant or any negligent act arising from the Tenant's use of the Property:
 - 3.1.14.1 this indemnity includes, without limitation, loss due to bodily injury, sickness, or death or loss, destruction or damage to property;
 - 3.1.14.2 this indemnity survives the expiration or termination of this Agreement.

INITIALS

Initials not required if using electronic signature

Residential Tenancy Agreement: Terms and Conditions



- 3.2 The Tenant must not without the prior written consent of the Landlord:
- 3.2.1 use, cause or permit the Property to be used for an illegal or unauthorised purpose;
 - 3.2.2 intentionally or negligently cause or allow others to intentionally or negligently damage the Property (including by driving nails, plugs or screws or fixing any adhesive material to any part of the Property);
 - 3.2.3 use any sink, basin, bath, lavatory, drain or similar facility ("the Plumbing") in or connected to the Property for other than their intended purpose;
 - 3.2.4 damage the Plumbing or the drainage or sewerage systems of the Property;
 - 3.2.5 affix any fixture or make any renovation, alteration or addition to the Property;
 - 3.2.6 remove or alter any fixture or device on the Property;
 - 3.2.7 cause or permit a nuisance or any interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the Property;
 - 3.2.8 assign this tenancy or sublet the Property. The Landlord may charge their reasonable expenses to the Tenant in giving consent to or considering an application for consent from the Tenant to sublet the Property or assign their interest in the tenancy;
 - 3.2.9 affix any television antenna, cable TV or satellite dish to the Property;
 - 3.2.9.1 it is acknowledged by the tenant that the landlord and/or the agent do not represent or guarantee that a telephone line or a television aerial is connected to the Premises, even if one or more telephone / aerial plug/s is located in the Premises;
 - 3.2.10 install any air-conditioning unit on or in the Premises;
 - 3.2.11 keep any animals (including reptiles, mammals, birds, poultry or fish) on the Property;
 - 3.2.12 permit any bicycle or motor cycle to be brought into the living areas of the Premises or left anywhere in or near the Premises other than in an agreed parking place;
 - 3.2.13 place any advertisement, notice or sign on or in the Property;
 - 3.2.14 interfere with any machinery, plant or equipment belonging to the Landlord on the Property other than to operate it in accordance with the Landlord's or the manufacturer's instructions;
 - 3.2.15 allow any person other than the intended occupants notified to the Landlord prior to the commencement of this Agreement to remain on the Property for more than fourteen (14) days;
 - 3.2.16 alter, remove or add any locks or other security devices to the Property. In the event consent is granted, the Tenant must supply any key, device or updated security code to the Agent as soon as practicable;
 - 3.2.17 cause or permit smoking within the Premises.
- 3.3 Where the Premises are a unit or lot under the *Strata Titles Act 1988* or the *Community Titles Act 1996* or are comprised in another form of multiple dwelling, the Tenant must not breach or permit a breach of the applicable Act or the Articles/By Laws of the Corporation made under that Act, or (in regard to other premises) of any Articles or Rules that apply and in particular must not:
- 3.3.1 park any motor vehicle or motor cycle in any place other than an allotted parking space;
 - 3.3.2 deposit any rubbish around the Property or any neighbouring properties other than in a bin provided for the purpose;
 - 3.3.3 place any pot or plant container or personal items on any window sill, balustrade, balcony or passageway or in any common areas;
 - 3.3.4 hang washing anywhere other than in areas provided for that purpose;
 - 3.3.5 use any communal laundry outside the times set by the Corporation.

4. LANDLORD'S RIGHTS AND OBLIGATIONS

- 4.1 Subject to the Act, the Landlord must:
- 4.1.1 provide the Property in a reasonable state of cleanliness;
 - 4.1.2 provide and maintain the Property in a reasonable state of repair having regard to its age, character and prospective life, however the Landlord will not be regarded as being in breach of the obligation to repair unless the Landlord has been given written notice by the Tenant of the defect requiring repair and the Landlord fails to act with reasonable diligence to have the defect repaired;
 - 4.1.3 provide and maintain such locks and other devices as are necessary to ensure that the Property is reasonably secure;
 - 4.1.4 pay all rates, taxes and charges imposed in respect of the Property other than rates and charges for water that are agreed to be paid by the Tenant and specified in Item 8 of the Schedule;
 - 4.1.5 allow the Tenant to have quiet enjoyment of the Property during the Term.
- 4.2 The Landlord must not:
- 4.2.1 cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Property;
 - 4.2.2 except where the Tenant is in default of this Agreement, alter, remove or add any lock or device of the type referred to in clause 4.1.3 without the Tenant's written or verbal consent.
- 4.3 Subject to the Act, the Landlord may increase the Rent and Bond during the Term, even if this Agreement is for a fixed term. If the Agreement is for a fixed term, any rent increase during the Term must be either by mutual agreement or in accordance with clause 4.4.

INITIALS

Initials not required if using electronic signature

Residential Tenancy Agreement: Terms and Conditions



- 4.4 By completing this clause, the parties agree that the rent will be increased during the fixed term of the agreement as follows:
- 4.4.1 the rent will be increased to \$ per on / / ;
and to \$ per on / / ; or
- 4.4.2 the rent increase can be calculated by the following method (set out details):

5. TERMINATION AND HOLDING OVER

The Landlord and Tenant agree:

- 5.1 this Agreement may only be terminated in accordance with the Act;
- 5.2 subject to clause 5.3, the Landlord may terminate this Agreement on seven (7) days notice to the Tenant if the Tenant breaches it in any respect whatsoever;
- 5.3 where the Landlord proposes to give a notice terminating this Agreement for non-payment of rent, the Rent must have been in arrears for at least fourteen (14) days before a notice of termination can be given;
- 5.4 if, with the approval of the Landlord, the Tenant remains in occupation of the Property after the expiration of the Term, this Agreement continues until determined by either party in accordance with the Act;
- 5.5 if the Tenant breaches this Agreement during its Term, and the Landlord re-lets the Property, then the Tenant will pay to the Agent the Landlord's reasonable re-letting costs including advertising, letting fee and any out of pocket expenses, together with the Rent to the date on which the Tenant is released (if applicable) from this Agreement;

6. PRIVACY ACT 1988

- 6.1 The parties agree and acknowledge that the Agent uses personal information collected from the Landlord and Tenant to act as the Landlord's agent and to perform their obligations under this Agreement. The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients.
- 6.2 The Agent may disclose information to other parties including media organisations, on the internet, to potential tenants, or to clients of the Agent both existing and potential, as well as to tradespeople, owners, corporations, government and statutory bodies, other agents, and to third party operators of tenancy reference databases. By entering into this Agreement the Tenant acknowledges that if they fail to comply with their obligations under this Agreement that fact and any other relevant information collected about the Tenant during the course of the tenancy may also be disclosed to other agents and third party operators of tenancy reference databases.
- 6.3 The Agent will only disclose information in this way to other parties as required to perform their duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the *Privacy Act 1988*.
- 6.4 If the Tenant would like to access this information, they can do so by contacting the Agent at the address and contact numbers contained in this Agreement. The Tenant can also correct this information if it is inaccurate, incomplete or out-of-date.

7. ELECTRONIC COMMUNICATION

The parties to this agreement each consent to either of them or their representatives signing this agreement or any Notices under the Act by electronic signature pursuant to the *Electronic Communications Act 2000* and delivering this Agreement or any Notices under the Act by email pursuant to the Act and the *Electronic Communications Act 2000*.

8. ADDITIONAL CONDITIONS

This Agreement includes such Additional Terms and Conditions as specified in Item 13 of the Schedule.

9. GENERAL

- 9.1 This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of this State.
- 9.2 If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever such provision from this Agreement.

INITIALS

Initials not required if using electronic signature

Residential Tenancy Agreement: Execution Page



EXECUTED AS AN AGREEMENT

The Tenant(s) acknowledge receipt of:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Section 48 Notice | <input checked="" type="checkbox"/> Number of Keys <input type="text"/> |
| <input checked="" type="checkbox"/> A copy of this Agreement | <input checked="" type="checkbox"/> Number of Remote control devices <input type="text"/> |
| <input checked="" type="checkbox"/> Information Brochure (<i>Residential Tenancies Act 1995</i>) | <input checked="" type="checkbox"/> Strata Articles |
| <input checked="" type="checkbox"/> Property Condition Report (2 copies) | <input type="checkbox"/> Community Title By-laws |
| <input checked="" type="checkbox"/> Manufacturers' Manuals - refer Annexure | <input type="checkbox"/> Statutory Notice for Short Term Tenancy |
| <input type="checkbox"/> Additional fees and charges - refer Annexure | <input type="checkbox"/> Other <input type="text"/> |
| <input checked="" type="checkbox"/> Additional Conditions Annexure | <input type="checkbox"/> Other <input type="text"/> |

Signed by Tenant 1 Hsuan Ya Lo (Marit) Date: 05/10/2023
Tenant Name

Signed by Tenant 2 _____ Date: _____
Tenant Name

Signed by Tenant 3 _____ Date: _____
Tenant Name

Signed by Tenant 4 _____ Date: _____
Tenant Name

Signed by or on behalf of Landlord Karen Parkin Date: 05/10/2023
 Agent as authorised Landlord

Note:
1. REISA recommends that you should not sign any contractual document unless you are satisfied that you understand its terms.
2. Use of this Agreement by a non-member of REISA is a breach of Copyright.

NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES

Residential Tenancy Agreement: Annexure - Manufacturers' Manuals or Written Instructions



Manufacturers' manuals or written instructions for domestic facilities requiring instructions provided to the tenant before or at the time the tenant commences occupation of the premises

Facility	Model/Name (if applicable)	Tenant acknowledges receipt of manual or instructions
<input type="text"/>	<input type="text"/>	<input type="checkbox"/>
<input type="text"/>	<input type="text"/>	<input type="checkbox"/>
<input type="text"/>	<input type="text"/>	<input type="checkbox"/>
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INITIALS
Initials not required if using electronic signature

Document

Request Id 09943c88-b3fa-4ad0-9567-81d12651658f
Created Oct 5th 2023, 2:17 PM
Completed Oct 5th 2023, 2:59 PM

Signing Complete

Agency

Name First National Real Estate Burton Groves
ABN 59008093598
Address
 1332 North East Road TEA TREE GULLY SA 5091

Agent

Name Russell Burton
Email rb@burtongroves.com.au

Signing Events

- **Russell Burton** created the signing request. Oct 5th 2023, 2:17 PM

Hello Marit
 Please see attached our tenancy agreement for the above property. Could you read through, sign and return this form by clicking the button below.
 If you have any questions please do not hesitate to call me on 0448 543 123.
 Kind Regards, Karen @ First Nationals Burton Groves

- **Tenant (1) - Tenant (1)** sent the signing request. Oct 5th 2023, 2:17 PM
 maritlo.324@gmail.com
- **Tenant (1) - Tenant (1)** viewed the signing request. Oct 5th 2023, 2:54 PM
- **Tenant (1) - Tenant (1)** signed the document. Oct 5th 2023, 2:55 PM

Hsuan Ya Lo (Marit)

- **Landlord/Agent - Landlord/Agent** sent the signing request. Oct 5th 2023, 2:55 PM
 karen@burtongroves.com.au
- **Landlord/Agent - Landlord/Agent** viewed the signing request. Oct 5th 2023, 2:59 PM
- **Landlord/Agent - Landlord/Agent** signed the document. Oct 5th 2023, 2:59 PM

Karen Parkin

Form

Form Id 2843308
Name 11/2 Todville Street, Woodville West
Template Residential Property Tenancy Agreement

Recipients (2)

Landlord/Agent Karen Parkin
 karen@burtongroves.com.au

Tenant (1) Hsuan Ya Lo (Marit)
 maritlo.324@gmail.com

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

This statement is issued on: **24 May 2024** for the following:

Community Corporation No. 27521 Inc.
Lot 304, Unit 11 Alma Apartments, 2 Todville Street, Woodville West SA 5011

This statement has been issued for:

Name: First National- Burton Groves
at Address: Ashleigh@burtongroves.com.au

The Community Corporation certifies the following with respect to the Unit 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	
\$5,826.00	01 May 2024 to 30 Apr 2025	
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
\$1,456.50	01 May 2024 to 31 Jul 2024	01 May 2024
\$1,456.50	01 Aug 2024 to 31 Oct 2024	01 Aug 2024
\$1,456.50	01 Nov 2024 to 31 Jan 2025	01 Nov 2024
\$1,456.50	01 Feb 2025 to 30 Apr 2025	01 Feb 2025

Amount prepaid	\$0.07
Interest due on unpaid levies	\$0.00
Amount in credit for prepaid levies	\$0.07

2. Sinking fund – contributions payable by regular periodic instalments or lump sum

Total amount last determined with respect to the lot

Amount	Period	
\$149.00	01 May 2024 to 30 Apr 2025	
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
\$37.25	01 May 2024 to 31 Jul 2024	01 May 2024
\$37.25	01 Aug 2024 to 31 Oct 2024	01 Aug 2024
\$37.25	01 Nov 2024 to 31 Jan 2025	01 Nov 2024
\$37.25	01 Feb 2025 to 30 Apr 2025	01 Feb 2025

Amount owing	\$0.00
Interest due on unpaid levies	\$0.00
Amount in credit for prepaid levies	\$0.00

3. Special contributions

Date due	Details	Determined	Amount due	Amount paid	Interest accrued*	Interest paid	Amount outstanding
01-06-2024	Special levy for mandatory	30-04-2024	22,738.90	NIL	NIL	NIL	22,738.90

*Interest to 24-05-2024

22,738.90

NIL

NIL

NIL

22,738.90

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 – please refer to minutes of meetings

(b) Resolved to be incurred to which the unit holder must, or is likely to be required to, contribute – please refer to minutes of meetings

6. Insurance policies

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

Policy No.	HU0000023199	QBE Insurance Australia Ltd					
Type:	Building	Broker:	Coverforce International Towers Sydney, Level 26 Tower One, Barangaroo NSW 2000				
Premium:	\$12,337.03	Paid on:	20-12-2023	Policy start date:	31-12-2023	Next due:	31-12-2024
<i>Cover</i>		<i>Sum insured</i>		<i>Excess</i>			
Building		\$6,350,000.00		\$2,000.00			
Contents		\$63,500.00		\$0.00			
Lot Owners' Fixtures & Improvements		\$250,000.00		\$0.00			
Loss of Rent/Temp Accom		\$952,500.00		\$0.00			
Voluntary Workers		\$200,000.00		\$0.00			
Office Bearers Liability		\$1,000,000.00		\$0.00			
Fidelity Guarantee		\$100,000.00		\$0.00			
Public Liability		\$20,000,000.00		\$0.00			
Govt. Audit Costs		\$25,000.00		\$0.00			
Legal Defence		\$50,000.00		\$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
- (iv) By-laws of the corporation

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.

NOTE: 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 No. 27521 Inc. by

Signed: 
Samantha Pinnington
Strata Management SA

225 Fullarton Road
Eastwood SA 5063

Conveyancers – please note that water usage invoices on this property are paid by strata water solutions then invoiced to owners for actual water use.
Please also advise of changes in ownership immediately upon settlement



Balance Sheet As at 24-05-2024

Community Corporation No. 27521 Inc.

Alma Apartments, 2 Todville Street, Woodville West
SA 5011

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	4,293.90
Owners Equity--Admin	5,664.53
	<u>9,958.43</u>
Sinking Fund	
Operating Surplus/Deficit--Sinking	(1,272.14)
Owners Equity--Sinking	7,550.44
	<u>6,278.30</u>
Net owners' funds	<u><u>\$16,236.73</u></u>
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	9,553.04
Receivable--Levies--Admin	420.27
	<u>9,973.31</u>
Sinking Fund	
Cash at Bank--Sinking	70,258.30
Receivable--Levies--Sinking	10.75
	<u>70,269.05</u>
Unallocated Money	<u>0.00</u>
<i>Total assets</i>	<u>80,242.36</u>
Less liabilities	
Administrative Fund	
Prepaid Levies--Admin	14.88
	<u>14.88</u>
Sinking Fund	
Prepaid Levies--Sinking	0.38
Prepaid Levies (Special)--Sinking	63,990.37
	<u>63,990.75</u>
Unallocated Money	<u>0.00</u>
<i>Total liabilities</i>	<u>64,005.63</u>
Net assets	<u><u>\$16,236.73</u></u>



Notice of Levies Due in June 2024

Strata Management SA
ABN 49 600 390 629
220 Fullerton Road
Eastwood SA 5063
(08) 7081 0375

Issued 02-05-2024 on behalf of:

Attention: Karen Parkin

Community Corporation No. 27521 Inc.
ABN 16539586996
Alma Apartments
2 Todville Street
Woodville West SA 5011
for Lot 304 Unit 11
Ms Patrice Johnson

Ms P Johnson
c/- First National Burton Groves
1332 North East Road
Tea Tree Gully SA 5091

Due date	Details	Amounts due (\$)		Total
		Admin Fund	Sinking Fund	
01-06-2024	Special levy for mandatory cladding replacement as per AEGM minutes 30/04/2024	0.00	22,738.90	22,738.90
Total levies due in month		0.00	22,738.90	22,738.90

Total of this levy notice	22,738.90
Levies in arrears	0.00
Interest on levies in arrears	0.00
Outstanding owner invoices	0.00
Subtotal of amount due	22,738.90
Prepaid	0.00
Total amount due	\$22,738.90

Late Payment: If payment is not made by the due date, interest may be charged at an annual rate of 10%.
Cheques should be made payable to 'Strata Management SA - Trust'

Levy Payment due 01-06-2024



DEFT
PAYMENT SYSTEMS

*Registration is required for payments from cheque or savings accounts. Please complete registration at www.deft.com.au. You do not need to re-register for the internet service if already registered.

First National Burton Groves
Community Corporation 27521
Lot 304 Unit 11



*496 303466650 15045



Billier code 96503

Contact your participating financial institution to make a BPAY payment from your cheque or savings account. Enter the biller code and your DEFT reference number. To use the QR code, use the reader within your mobile banking app. More info: www.bpay.com.au



Pay over the Internet from your Bank account. Register at www.deft.com.au



Credit card payments can be made over the internet. Log onto www.deft.com.au and follow the instructions. A surcharge will be applicable if you use this option



Pay by mailing this payment slip with your cheque to:
DEFT Payment Systems
GPO Box 2174, Melbourne VIC 3001



Pay in-store at Australia Post by cheque or EFTPOS.

Strata Management SA

DEFT Reference Number

30346665015045

Amount Due

\$22,738.90

Due Date

01-06-2024

Amount Paid

\$

+303466650 15045 <

002273890<3+

MINUTES OF THE ABSENTEE EXTRAORDINARY GENERAL MEETING

COMMUNITY CORPORATION NO. 27521 INC.

Alma Apartments, 2 Todville Street, Woodville West SA 5011

An Extraordinary General Meeting of the corporation was held as follows:

DATE: 30/04/2024
TIME: 10:00 AM
LOCATION: Absentee Postal Vote

PRESENT:

Lot #	Unit #	Attendance	Owner Name/Representative
1	2	Yes	SA Housing Authority by proxy to Strata Management SA
2	1	Yes	SA Housing Authority by proxy to Strata Management SA
101	4	Yes	A Shermerewich by proxy to Strata Management SA
103	5	Yes	SA Housing Authority by proxy to Strata Management SA
201	9	Yes	K Broughton by proxy to Strata Management SA
203	10	Yes	J Ritoc by proxy to Strata Management SA
204	7	Yes	A M Schmidt by proxy to Strata Management SA
303	14	Yes	S & T Eastwood by proxy to Strata Management SA S Pinnington of Strata Management SA

CHAIRPERSON: The meeting requested that Samantha Pinnington of Strata Management SA assist the Presiding Officer in chairing the meeting and the Secretary in recording the minutes.

Minutes of the meeting:

1 QUORUM

The body corporate manager advised that a quorum was in attendance and the meeting commenced at 10:00 AM.

Number of lots with contributions not paid who are not entitled to attend and vote at this meeting inline with Section 83(4) of the *Community Titles Act 1996* : 0.

2 MINUTES

Resolved that the minutes of the last general meeting of the owners corporation held on 07/03/2024 be confirmed as a true record of the proceedings of that meeting.

3 SPECIAL LEVY

Resolved that a special levy in the amount of \$305,220.00 be raised and made due on 01/06/2024 by lot entitlement values for the mandatory cladding replacement.

In Favour: 8 Against: 0 Abstain: 0

Passed Unanimously

CLOSURE: There being no further business, the chairperson declared the meeting closed at 10:30 AM.

MINUTES OF THE ANNUAL GENERAL MEETING

COMMUNITY CORPORATION NO. 27521 INC.

Alma Apartments, 2 Todville Street, Woodville West SA 5011

The Annual General Meeting of the Corporation took place on:

DATE: 7/03/2024
TIME: 06:00 PM
VENUE: Via Zoom

PRESENT:

Lot #	Unit #	Attendance	Owner Name/Representative
2	1	Yes	SA Housing Authority by proxy to Strata Management SA
1	2	Yes	SA Housing Authority by proxy to Strata Management SA
101	4	Yes	A Shermerewich
103	5	Yes	SA Housing Authority by proxy to Strata Management SA
104	6	Yes (NF)	A Cursaro
204	7	Yes	A M Schmidt
201	9	Yes (NF)	K Broughton
203	10	Yes	J Ritoc by proxy to Strata Management SA
304	11	Yes (NF)	P Johnson
302	12	Yes	N E Simons
301	13	Yes	R Bartemucci S Pinnington of Strata Management SA

CHAIRPERSON (acting): The meeting requested that Samantha Pinnington of Strata Management SA assist the Presiding Officer in chairing the meeting and the Secretary in recording the minutes.

Minutes of the meeting:

1 QUORUM

The body corporate manager advised that a quorum was present and the meeting commenced at 06:05 PM.

Number of lots with contributions not paid who are not entitled to attend and vote at this meeting inline with Section 83(4) of the *Community Titles Act 1996* : 4.

2 MINUTES

Resolved that the minutes of the last general meeting of the owners corporation on 21/02/2023 be confirmed as a true record of the proceedings of that meeting.

3 FINANCIAL STATEMENTS

Resolved that the statement of income and expenditure for the period ended 30/11/2023 be accepted as a true and accurate statement of the corporation's financial position.

4 INSURANCE

The body corporate manager advised that the insurance sums are required to be discussed each year with the property to be insured for the full replacement value and recommended that an independent valuation be obtained from time to time to ensure that the rising costs of rebuilding are taken into account.

It was noted that the current insurances held by the body corporate are:

Policy No. HU0000023199
CHU Insurance
Next due : 31/12/2024

Cover	Sum Insured	Excess
Building	\$6,350,000.00	\$2,000.00
Lot Owners' Fixtures & Improvements	\$250,000.00	
Loss of Rent/Temp Accom	\$952,500.00	
Office Bearers Liability	\$1,000,000.00	
Fidelity Guarantee	\$100,000.00	
Public Liability	\$20,000,000.00	
Legal Defence	\$50,000.00	

Strata Management SA was requested to arrange quotations for the insurance prior to renewal with the quotations to be sent to the management committee for a decision.

After discussion it was resolved that the common property sum insured remain the same for the year ahead.

5 MAINTENANCE

The maintenance items were discussed as follows:

Cleaning/Grounds Maintenance

Confirmed the existing arrangements with CBR Des. Property Maintenance undertaking cleaning twice a week and grounds maintenance 2-3 monthly.

After discussion it was resolved that Raffaelino Bartemucci (Unit 13) has permission to remove the dead plants in the garden beds and plant succulents or other drought-tolerant plants.

Hot Water Plant Maintenance

Resolved that the hot water plant be serviced by Ken Hall twice a year as preventative maintenance.

Fire Protection Testing & Inspection

Resolved to undertake the following fire testing which is now due:

- 3 Yearly Hydrant Overhaul and Hydraulic Assessment \$2,535.00 + GST
- 6 Yearly Hydrostatic Test \$1,820.00 + GST

ACP Cladding Replacement

The body corporate manager advised that the proposed cladding replacement works have been formally approved by council and two out of three tenders have been received. When all tenders are received, the body corporate manager will seek further instructions from the authorised representatives of the Corporation. Updates when received will be emailed to all owners.

Current Maintenance

The meeting considered current maintenance required on the property now or over the next year and noted the following:

- The side gate does not close properly - Raffaelino Bartemucci (Unit 13) will inspect and attempt minor repairs

Projected Maintenance

The meeting considered maintenance likely or required in the next 2-5 years to assist with setting a budget and noted the following:

- Regular window cleaning
- Letterbox relocation and maintenance
- Installation of security cameras over letterboxes once relocated and in the car park area

6 GENERAL BUSINESS

The general business items were discussed as follows:

Authorised Representatives of the Corporation

Confirmed that John Ritoc (Unit 10) will continue as the authorised representative of the Corporation for the cladding replacement works along with SA Housing Authority (Unit 1), Karen Broughton (Unit 9), Raffaelino Bartemucci (Unit 13), and Nicole Simons (Unit 12).

Special Levy for Insurance Renewal

Confirmed the special levy raised in the amount of \$7,000 by unit entitlement and made due and payable by 31/12/2023 for the insurance renewal due to a shortfall of funds.

Council Waste Bins

Resolved that Raffaelino Bartemucci (Unit 13) will check how many bins are damaged and report back to the body corporate manager. The body corporate manager will email local council and request repairs or replacement.

OVERDUE LEVIES

Resolved "that if a contribution levied upon an owner is not paid on the date in which it becomes due and payable in accordance with a resolution of the corporation, the corporation will apply an interest charge on those levies at the rate of 10% per annum."

Resolved "that Strata Management SA is authorized on behalf of the corporation to carry out the necessary steps to recover unpaid contributions included the sending of reminder notices, passing the debt to a debt collector and legal action. All costs associated with the contemplated or actual recovery of outstanding funds are to be charged by the corporation to the individual unit responsible for the unpaid contribution."

Resolved "that Strata Management SA must charge the interest and account keeping fees to the relevant unit owners as appropriate and that any requests for reimbursement of these charges must be made by the unit owner after making payment to ensure their voting right is maintained at a general meeting of the corporation."

7 BUDGET

The statement of estimated receipts and payments (budget) was tabled with the meeting considering the role of a sinking fund in providing monies for the future and future maintenance plans. The body corporate manager recommended that the

budget be increased, particularly for the sinking fund, however this recommendation was declined and the budget estimates for the year as adopted are attached to the minutes.

8 CONTRIBUTIONS

It was resolved

(a) That contributions to the administrative fund are estimated in accordance with Section 114 (1) of the Community Titles Act 1996 and determined in accordance with Section 114 (2) of the Community Titles Act 1996 at \$78,200.00; and

(b) That contributions to the sinking fund are estimated in accordance with Section 116 (1) of the Community Titles Act 1996 and determined in accordance with Section 114 (2) of the Community Titles Act 1996 at \$2,000.00; and

(c) That both contributions be paid in equal quarterly instalments, the first such instalment being due on 1/05/2024 and subsequent instalments being due on the first days of 1/08/2024, 1/11/2024, 1/02/2025.

9 OFFICE BEARERS

The meeting sought nominations for the officers of the corporation and the formation of the management committee for the forthcoming year. It was resolved that the following members be appointed:

Presiding Officer	SA Housing Authority (Unit 1)
Secretary	Karen Broughton (Unit 9)
Treasurer	Raffaelino Bartemucci (Unit 13)
Committee Member	John Ritoc (Unit 10)
Committee Member	Nicole Simons (Unit 12)

It was further resolved that a Management Committee comprising the above officials be appointed for the forthcoming year.

10 APPOINTMENT OF BODY CORPORATE MANAGEMENT

It was resolved that Strata Management SA be appointed as body corporate managers and the public officer for the corporation for the year ahead on the basis of the fees as listed in the accepted budget.

The meeting authorises the Presiding Officer to sign the Management Agreement with Strata Management SA on behalf of the corporation. It was noted that should the Management Agreement not be returned to the manager within 14 days it will be taken as being accepted and the manager is authorised to execute the agreement on behalf of the corporation.

By appointing Strata Management SA as body corporate managers the corporation is delegating the duties of the Secretary and Treasurer on behalf of the corporation in line with the Community Titles Act. At the completion of the management term, the appointment continues with a 28 day notice period, unless determined otherwise at a General Meeting of the Corporation.

11 NEXT MEETING

The next Annual General Meeting is to be tentatively scheduled for February/March 2025.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 07:16 PM.



Approved Budget to apply from 01/12/2023

Community Corporation No. 27521 Inc.

Alma Apartments, 2 Todville Street, Woodville West
SA 5011

Administrative Fund

Approved
budget

Revenue

Levies Due--Admin	78,200.00
Recovery--Legal Fees	33.00
<i>Total revenue</i>	<u>78,233.00</u>

Less expenses

Admin--Agent Disbursements	554.40
Admin--Auditors--Audit Services	207.90
Admin--Auditors--Taxation Services	132.00
Admin--Bank Charges--Bpay	24.00
Admin--Legal & Debt Collection Fees	33.00
Admin--Management Fees--Standard	3,096.00
Admin--Meeting Fees	220.00
Admin--Storage & Archive Fees	66.00
Insurance--Excesses/Claims	2,000.00
Insurance--Premiums	18,000.00
Maint Bldg--Cleaning	12,000.00
Maint Bldg--Electrical	500.00
Maint Bldg--Fire Protection	10,000.00
Maint Bldg--General Repairs	3,000.00
Maint Bldg--Lift	8,000.00
Maint Bldg--Plumbing	2,000.00
Utility - Meter Reading	900.00
Utility--Electricity	11,000.00
Utility--Gas	6,000.00
Utility--Water Usage	500.00
<i>Total expenses</i>	<u>78,233.30</u>

Surplus/Deficit

(0.30)

Opening balance 5,664.53

Closing balance

\$5,664.23

Administrative Fund

**Approved
budget**

Total units of entitlement	10000
Levy contribution per unit entitlement	\$7.82

Sinking Fund

	Approved budget
Revenue	
Levies Due--Sinking	2,000.00
<i>Total revenue</i>	<u>2,000.00</u>
Surplus/Deficit	<u>2,000.00</u>
Opening balance	7,550.44
Closing balance	<u><u>\$9,550.44</u></u>
Total units of entitlement	10000
Levy contribution per unit entitlement	\$0.20



Strata Management SA
ABN 49 600 350 629
225 Fullarton Road
Lairwood SA 5003
(08) 7081 0375

ANNUAL REPORTS

for the financial year to 30/11/2023

Community Corporation 27521

Alma Apartments, 2 Todville Street, Woodville West SA 5011

Manager: Samantha Pinnington

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Balance Sheet As at 30/11/2023

Community Corporation No. 27521 Inc.

Alma Apartments, 2 Todville Street, Woodville West
SA 5011

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	7,471.60
Owners Equity--Admin	(1,807.07)
	<u>5,664.53</u>
Sinking Fund	
Operating Surplus/Deficit--Sinking	(2,586.32)
Owners Equity--Sinking	10,136.76
	<u>7,550.44</u>
Net owners' funds	<u><u>\$13,214.97</u></u>
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	2,396.31
Receivable--Levies--Admin	3,217.31
Receivable--Owners--Admin	66.00
	<u>5,679.62</u>
Sinking Fund	
Cash at Bank--Sinking	7,462.71
Receivable--Levies--Sinking	88.14
	<u>7,550.85</u>
Unallocated Money	<u>0.00</u>
<i>Total assets</i>	<u><u>13,230.47</u></u>
Less liabilities	
Administrative Fund	
Prepaid Levies--Admin	15.09
	<u>15.09</u>
Sinking Fund	
Prepaid Levies--Sinking	0.41
	<u>0.41</u>
Unallocated Money	<u>0.00</u>
<i>Total liabilities</i>	<u><u>15.50</u></u>
Net assets	<u><u>\$13,214.97</u></u>



Statement of Financial Performance for the financial year to 30/11/2023

Strata Management SA
ABN 49 600 050 629
225 Fullarton Road
Lairwood SA 5003
(08) 7081 0375

Community Corporation No. 27521 Inc.

Alma Apartments, 2 Todville Street, Woodville West
SA 5011

Administrative Fund

Current period

01/12/2022-30/11/2023

Revenue

Interest on Arrears--Admin	131.39
Levies Due--Admin	72,417.80
<i>Total revenue</i>	<u>72,549.19</u>

Less expenses

Admin--Agent Disbursements	554.40
Admin--Auditors--Audit Services	207.90
Admin--Auditors--Taxation Services	132.00
Admin--Bank Charges	44.00
Admin--Bank Charges--Bpay	24.00
Admin--Management Fees--Standard	2,587.47
Admin--Meeting Fees	198.00
Admin--Storage & Archive Fees	46.75
Insurance--Premiums	10,554.60
Maint Bldg--Cleaning	12,136.30
Maint Bldg--Electrical	390.50
Maint Bldg--Fire Protection	7,096.80
Maint Bldg--General Repairs	7,411.80
Maint Bldg--Lift	5,276.00
Maint Bldg--Lift--Telephone	815.40
Maint Bldg--Locks, Keys & Card Keys	198.00
Maint Bldg--Security	171.55
Utility - Meter Reading	869.00
Utility--Electricity	10,377.45
Utility--Gas	5,622.01
Utility--Water Usage	363.66
<i>Total expenses</i>	<u>65,077.59</u>

Surplus/Deficit

	<u>7,471.60</u>
Opening balance	(1,807.07)

Closing balance

	<u><u>\$5,664.53</u></u>
--	--------------------------

Sinking Fund

Current period

01/12/2022-30/11/2023

Revenue

Interest on Arrears--Sinking 3.68
Levies Due--Sinking 2,000.00

Total revenue 2,003.68

Less expenses

Maint Bldg--Consultants 4,590.00

Total expenses 4,590.00

Surplus/Deficit (2,586.32)

Opening balance 10,136.76

Closing balance \$7,550.44



Proposed Budget to apply from 01/12/2023

Community Corporation No. 27521 Inc.

Alma Apartments, 2 Todville Street, Woodville West
SA 5011

Administrative Fund

Proposed
budget

Revenue

Levies Due--Admin	82,800.00
Recovery--Legal Fees	33.00
<i>Total revenue</i>	<u>82,833.00</u>

Less expenses

Admin--Agent Disbursements	554.40
Admin--Auditors--Audit Services	207.90
Admin--Auditors--Taxation Services	132.00
Admin--Bank Charges--Bpay	24.00
Admin--Legal & Debt Collection Fees	33.00
Admin--Management Fees--Standard	3,096.00
Admin--Meeting Fees	220.00
Admin--Storage & Archive Fees	66.00
Insurance--Excesses/Claims	2,000.00
Insurance--Premiums	18,000.00
Maint Bldg--Cleaning	12,000.00
Maint Bldg--Electrical	500.00
Maint Bldg--Fire Protection	10,000.00
Maint Bldg--General Repairs	7,500.00
Maint Bldg--Lift	8,000.00
Maint Bldg--Plumbing	2,000.00
Utility - Meter Reading	900.00
Utility--Electricity	11,000.00
Utility--Gas	6,000.00
Utility--Water Usage	500.00
<i>Total expenses</i>	<u>82,733.30</u>

Surplus/Deficit

99.70

Opening balance

5,664.53

Closing balance

\$5,764.23

Total units of entitlement	10000
Levy contribution per unit entitlement	\$8.28

Sinking Fund

**Proposed
budget**

Revenue

Levies Due--Sinking

2,000.00

Total revenue

2,000.00

Surplus/Deficit

2,000.00

Opening balance

7,550.44

Closing balance

\$9,550.44

Total units of entitlement

10000

Levy contribution per unit entitlement

\$0.20



Proposed Levy Schedule to apply from 01/12/2023

Community Corporation No. 27521 Inc.

Alma Apartments, 2 Todville Street, Woodville West
SA 5011

Quarterly levy instalments that would apply to each lot if proposed budgets are accepted by the general meeting:

Lot	Unit	Unit Entitlement	Admin Fund	Sinking Fund	Quarterly Total
1	2	698.00	1,444.90	34.90	1,479.80
2	1	698.00	1,444.90	34.90	1,479.80
101	4	693.00	1,434.55	34.65	1,469.20
102	3	693.00	1,434.55	34.65	1,469.20
103	5	693.00	1,434.55	34.65	1,469.20
104	6	693.00	1,434.55	34.65	1,469.20
201	9	713.00	1,475.95	35.65	1,511.60
202	8	713.00	1,475.95	35.65	1,511.60
203	10	713.00	1,475.95	35.65	1,511.60
204	7	713.00	1,475.95	35.65	1,511.60
301	13	745.00	1,542.15	37.25	1,579.40
302	12	745.00	1,542.15	37.25	1,579.40
303	14	745.00	1,542.15	37.25	1,579.40
304	11	745.00	1,542.15	37.25	1,579.40
		10,000.00	\$20,700.40	\$500.00	\$21,200.40

MINUTES OF THE ANNUAL GENERAL MEETING

COMMUNITY CORPORATION NO. 27521 INC.

Alma Apartments, 2 Todville Street, Woodville West SA 5011

The Annual General Meeting of the Corporation took place on:

DATE: 21/02/2023
TIME: 06:00 PM
VENUE: Via Zoom

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
104	6	Yes	A Cursaro
101	4	Yes	A Shermerewich
204	7	Yes	D Sims
203	10	Yes	J Ritoc
303	14	Yes	T Eastwood
201	9	Yes	K Broughton
302	12	Yes	N E Simons
1	2	Yes	SA Housing Authority by proxy to Strata Management SA
2	1	Yes	SA Housing Authority by proxy to Strata Management SA
103	5	Yes	SA Housing Authority by proxy to Strata Management SA Samantha Pinnington of Strata Management SA

CHAIRPERSON (acting): The meeting requested that Samantha Pinnington of Strata Management SA assist the Presiding Officer in chairing the meeting and the Secretary in recording the minutes.

Minutes of the meeting:

1 QUORUM

The body corporate manager advised that a quorum was present and the meeting commenced at 06:03 PM.

Number of lots with contributions not paid who are not entitled to attend and vote at this meeting inline with Section 83(4) of the *Community Titles Act 1996* : 2.

2 MINUTES

Resolved that the minutes of the last general meeting of the owners corporation on 7/06/2022 be confirmed as a true record of the proceedings of that meeting.

3 FINANCIAL STATEMENTS

Resolved that the statement of income and expenditure for the period ended 30/11/2022 be accepted as a true and accurate statement of the Corporation's financial position.

4 INSURANCE

The body corporate manager advised that the insurance sums are required to be discussed each year with the property to be insured for the full replacement value and recommended that an independent valuation be obtained by time to time to ensure that the rising costs of rebuilding are taken into account.

It was noted that the current insurances held by the body corporate are:
Policy No.HU0000023199 CHU Insurance Next due : 31/12/2023

Cover	Sum Insured	Excess
Building	\$6,350,000.00	\$300.00
Contents	\$63,500.00	\$300.00
Lot Owners' Fixtures & Improvements	\$300,000.00	\$300.00
Loss of Rent/Temp Accom	\$952,500.00	\$300.00
Voluntary Workers	Insured	
Office Bearers Liability	\$1,000,000.00	\$300.00
Fidelity Guarantee	\$100,000.00	\$300.00
Public Liability	\$20,000,000.00	\$300.00
Govt. Audit Costs	\$25,000.00	\$300.00
Workplace, Health & Safety Breaches	\$100,000.00	\$300.00
Legal Defence	\$50,000.00	\$300.00

Strata Management SA was requested to arrange quotations for the insurance prior to renewal with the quotations to be sent

to the Presiding Officer for a decision.

After discussion it was resolved that the common property sum insured remain the same for the year ahead.

5 MAINTENANCE

The following maintenance items were considered:

Grounds Maintenance

Confirmed the existing arrangements with CBR DES. Property Maintenance undertaking grounds maintenance and cleaning.

Window Cleaning

To be considered after cladding works have been completed.

Gate Maintenance

Confirmed the existing arrangements with Total Gate & Door servicing the gate once per year in June.

Fire Engineer's Cladding Report

The body corporate manager advised that BCA Engineers are project managing the works. A development application has been lodged with council for proposed changes to the external cladding. Council have requested further information as part of the application process. BCA Engineers have prepared a council response letter.

Updates to be emailed to all owners once received. An extraordinary general meeting will be convened once the final proposal has been accepted by council. A special levy will need to be raised to cover the cost of the cladding works.

Fire Escape Emergency Plan

To be prepared once cladding works have been completed.

Letterbox Maintenance

The relocation of the letterboxes will be considered after cladding works have been completed. It was noted that there are no numbers on the back of the letterboxes. The owners present agreed that owners can put a unit number sticker on their own letterbox if they wish.

Cameras

The installation of cameras to monitor the letterboxes and access doors will be considered after cladding works have been completed.

Current Maintenance

The owners present considered current maintenance required on the property now or over the next year, however nothing was noted.

Projected maintenance

The owners present considered maintenance likely or required in the next 2-5 years to assist with setting a budget, however nothing was noted.

6 GENERAL BUSINESS

The general business of the corporation was discussed as follows:

Unit 6 Waiving Late Payment Fees

The owner of Unit 6 requested that their late payment fees be waived due to personal circumstances. A majority vote in favour of the resolution was not achieved at the meeting. The owner may request reimbursement of the late payment fees at the next general meeting after making payment to ensure their voting right is maintained, as per the overdue levies policy.

Green Waste Bin

The owners present discussed the green waste bin on the street near the complex. The corporation does not have a green waste service. The green waste bin does not belong to the corporation and it is not known when or how the bin came to be there. Council have been notified and asked to remove the bin.

Side Gates

It was noted that the side gates to the complex have been left open on a few occasions. Owners are reminded that the side gates are to be kept closed at all times.

OVERDUE LEVIES

Resolved "that if a contribution levied upon an owner is not paid on the date in which it becomes due and payable in accordance with a resolution of the corporation, the corporation will apply an interest charge on those levies at the rate of 10% per annum."

Resolved "that Strata Management SA is authorized on behalf of the corporation to carry out the necessary steps to recover unpaid contributions included the sending of reminder notices, passing the debt to a debt collector and legal action. All costs associated with the contemplated or actual recovery of outstanding funds are to be charged by the corporation to the individual unit responsible for the unpaid contribution."

Resolved "that Strata Management SA must charge the interest and account keeping fees to the relevant unit owners as appropriate and that any requests for reimbursement of these charges must be made by the unit owner after making payment to ensure their voting right is maintained at a general meeting of the corporation."

7 **BUDGET**
The statement of estimated receipts and payments (budget) was tabled with the meeting considering the role of a sinking fund in providing monies for the future and future maintenance plans. The budget estimates for the year as adopted are attached to the minutes.

8 **CONTRIBUTIONS**
It was resolved
(a) That contributions to the administrative fund are estimated in accordance with Section 114 (1) of the Community Titles Act 1996 and determined in accordance with Section 114 (2) of the Community Titles Act 1996 at \$73,000.00; and
(b) That contributions to the sinking fund are estimated in accordance with Section 116 (1) of the Community Titles Act 1996 and determined in accordance with Section 114 (2) of the Community Titles Act 1996 at \$2,000.00; and
(c) That both contributions be paid in equal quarterly instalments, the first such instalment being due on 1/05/2023 and subsequent instalments being due on the first days of 1/08/2023, 1/11/2023, 1/02/2024.

9 **MANAGEMENT COMMITTEE**
The meeting sought nominations for the officers of the corporation and the formation of the management committee for the forthcoming year. It was resolved that the following members be appointed:

Presiding Officer	Andrew Shermerewich (Unit 4)
Secretary	Karen Broughton (Unit 9)
Treasurer	Raffaelino Bartemucci (Unit 13)
Committee Member	John Ritoc (Unit 10)

It was further resolved that a Management Committee comprising the above officials be appointed for the forthcoming year.

10 **APPOINTMENT OF BODY CORPORATE MANAGEMENT**
It was resolved that Strata Management SA be appointed as body corporate managers and the public officer for the corporation for the year ahead on the basis of the fees as listed in the accepted budget.

The meeting authorises the Presiding Officer to sign the Management Agreement with Strata Management SA on behalf of the corporation. It was noted that should the Management Agreement not be returned to the manager within 14 days it will be taken as being accepted and in place.

By appointing Strata Management SA as body corporate managers the corporation is delegating the duties of the Secretary and Treasurer on behalf of the corporation inline with the Community Titles Act.

11 **NEXT MEETING**
The next Annual General Meeting is to be tentatively scheduled for February 2024.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 06:37 PM.



Approved Budget to apply from 01/12/2022

Community Corporation No. 27521 Inc.

Alma Apartments, 2 Todville Street, Woodville West
SA 5011

Administrative Fund

Approved
budget

Revenue

Levies Due--Admin	73,000.00
Recovery--Legal Fees	33.00
<i>Total revenue</i>	<u>73,033.00</u>

Less expenses

Admin--Agent Disbursements	554.40
Admin--Auditors--Audit Services	184.80
Admin--Auditors--Taxation Services	132.00
Admin--Bank Charges--Bpay	24.00
Admin--Legal & Debt Collection Fees	33.00
Admin--Management Fees--Standard	2,650.00
Admin--Meeting Fees	198.00
Admin--Storage & Archive Fees	33.00
Admin--Telephone Charges	1,700.00
Insurance--Excesses/Claims	300.00
Insurance--Premiums	11,000.00
Maint Bldg--Cleaning	12,000.00
Maint Bldg--Electrical	500.00
Maint Bldg--Fire Protection	7,000.00
Maint Bldg--General Repairs	7,500.00
Maint Bldg--Lift	4,700.00
Maint Bldg--Lift--Telephone	800.00
Maint Bldg--Locks, Keys & Card Keys	300.00
Maint Bldg--Plumbing	500.00
Maint Grounds--Gates	400.00
Maint Grounds--Lawns & Gardening	500.00
Utility - Meter Reading	900.00
Utility--Electricity	10,000.00
Utility--Gas	6,000.00
Utility--Water Usage	1,200.00
<i>Total expenses</i>	<u>69,109.20</u>

Surplus/Deficit

3,923.80

Opening balance

(1,807.07)

Closing balance

\$2,116.73

Administrative Fund

**Approved
budget**

Total units of entitlement	10000
Levy contribution per unit entitlement	\$7.30

Sinking Fund

	Approved budget
Revenue	
Levies Due--Sinking	2,000.00
<i>Total revenue</i>	<u>2,000.00</u>
Surplus/Deficit	<u>2,000.00</u>
Opening balance	10,136.76
Closing balance	<u><u>\$12,136.76</u></u>
Total units of entitlement	10000
Levy contribution per unit entitlement	\$0.20



ANNUAL REPORTS

for the financial year to 30/11/2022

Community Corporation 27521

Alma Apartments, 2 Todville Street, Woodville West SA 5011

Manager: Samantha Pinnington

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Balance Sheet As at 30/11/2022

Community Corporation No. 27521 Inc.

Alma Apartments, 2 Todville Street, Woodville West
SA 5011

Current period

Owners' funds

Administrative Fund

Operating Surplus/Deficit--Admin	(3,726.55)
Owners Equity--Admin	1,919.48
	<u>(1,807.07)</u>

Sinking Fund

Operating Surplus/Deficit--Sinking	(11,522.49)
Owners Equity--Sinking	21,659.25
	<u>10,136.76</u>

Net owners' funds

\$8,329.69

Represented by:

Assets

Administrative Fund

Cash at Bank--Admin	(4,125.75)
Receivable--Levies--Admin	2,318.68
	<u>(1,807.07)</u>

Sinking Fund

Cash at Bank--Sinking	10,071.14
Receivable--Levies--Sinking	65.62
	<u>10,136.76</u>

Unallocated Money

0.00

Total assets

8,329.69

Less liabilities

Administrative Fund

0.00

Sinking Fund

0.00

Unallocated Money

0.00

Total liabilities

0.00

Net assets

\$8,329.69



Statement of Financial Performance for the financial year to 30/11/2022

Community Corporation No. 27521 Inc.

Alma Apartments, 2 Todville Street, Woodville West
SA 5011

Administrative Fund

Current period

01/12/2021-30/11/2022

Revenue

Interest on Arrears--Admin	182.89
Levies Due--Admin	65,333.80
<i>Total revenue</i>	<u>65,516.69</u>

Less expenses

Admin--Agent Disbursements	554.40
Admin--Auditors--Audit Services	184.80
Admin--Auditors--Taxation Services	132.00
Admin--Bank Charges--Bpay	24.00
Admin--Consultants	3,322.00
Admin--Legal & Debt Collection Fees	231.00
Admin--Management Fees--Standard	2,400.00
Admin--Meeting Fees	247.50
Admin--Storage & Archive Fees	33.00
Admin--Telephone Charges	1,637.61
Insurance--Premiums	8,959.33
Insurance--Valuation	355.00
Maint Bldg--Cleaning	11,730.40
Maint Bldg--Consultants	528.00
Maint Bldg--Fire Protection	7,041.62
Maint Bldg--Fire Protection--Other Equipment	122.23
Maint Bldg--General Repairs	7,423.95
Maint Bldg--Lift	4,694.00
Maint Bldg--Lift--Telephone	714.45
Maint Bldg--Locks, Keys & Card Keys	99.00
Maint Bldg--Plumbing	330.00
Maint Grounds--Gates	440.00
Maint Grounds--Lawns & Gardening	235.40
Utility - Meter Reading	825.00
Utility--Electricity	12,816.54
Utility--Gas	3,049.34
Utility--Water Usage	1,112.67
<i>Total expenses</i>	<u>69,243.24</u>

Surplus/Deficit

	<u>(3,726.55)</u>
Opening balance	1,919.48

Administrative Fund

Current period

01/12/2021-30/11/2022

Closing balance

-\$1,807.07

Sinking Fund**Current period**

01/12/2021-30/11/2022

Revenue

Interest on Arrears--Sinking	6.01
Levies Due--Sinking	2,000.00
<i>Total revenue</i>	<u>2,006.01</u>

Less expenses

Maint Bldg--Consultants	13,528.50
<i>Total expenses</i>	<u>13,528.50</u>

Surplus/Deficit(11,522.49)

Opening balance	21,659.25
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Closing balance\$10,136.76



Proposed Budget to apply from 01/12/2022

Community Corporation No. 27521 Inc.

Alma Apartments, 2 Todville Street, Woodville West
SA 5011

Administrative Fund

Proposed
budget

Revenue

Levies Due--Admin	73,000.00
Recovery--Legal Fees	33.00
<i>Total revenue</i>	<u>73,033.00</u>

Less expenses

Admin--Agent Disbursements	554.40
Admin--Auditors--Audit Services	184.80
Admin--Auditors--Taxation Services	132.00
Admin--Bank Charges--Bpay	24.00
Admin--Legal & Debt Collection Fees	33.00
Admin--Management Fees--Standard	2,650.00
Admin--Meeting Fees	198.00
Admin--Storage & Archive Fees	33.00
Admin--Telephone Charges	1,700.00
Insurance--Excesses/Claims	300.00
Insurance--Premiums	11,000.00
Maint Bldg--Cleaning	12,000.00
Maint Bldg--Electrical	500.00
Maint Bldg--Fire Protection	7,000.00
Maint Bldg--General Repairs	7,500.00
Maint Bldg--Lift	4,700.00
Maint Bldg--Lift--Telephone	800.00
Maint Bldg--Locks, Keys & Card Keys	300.00
Maint Bldg--Plumbing	500.00
Maint Grounds--Gates	400.00
Maint Grounds--Lawns & Gardening	500.00
Utility - Meter Reading	900.00
Utility--Electricity	10,000.00
Utility--Gas	6,000.00
Utility--Water Usage	1,200.00
<i>Total expenses</i>	<u>69,109.20</u>

Surplus/Deficit

3,923.80

Opening balance (1,807.07)

Closing balance

\$2,116.73

Total units of entitlement	10000
Levy contribution per unit entitlement	\$7.30

Sinking Fund

**Proposed
budget**

Revenue

Levies Due--Sinking	2,000.00
<i>Total revenue</i>	<u>2,000.00</u>

Surplus/Deficit

	<u>2,000.00</u>
Opening balance	10,136.76

Closing balance

\$12,136.76

Total units of entitlement	10000
Levy contribution per unit entitlement	\$0.20



Proposed Levy Schedule to apply from 01/12/2022

Community Corporation No. 27521 Inc.

Alma Apartments, 2 Todville Street, Woodville West
SA 5011

Quarterly levy instalments that would apply to each lot if proposed budgets are accepted by the general meeting:

Lot	Unit	Unit Entitlement	Admin Fund	Sinking Fund	Quarterly Total
1	2	698.00	1,273.85	34.90	1,308.75
2	1	698.00	1,273.85	34.90	1,308.75
101	4	693.00	1,264.75	34.65	1,299.40
102	3	693.00	1,264.75	34.65	1,299.40
103	5	693.00	1,264.75	34.65	1,299.40
104	6	693.00	1,264.75	34.65	1,299.40
201	9	713.00	1,301.25	35.65	1,336.90
202	8	713.00	1,301.25	35.65	1,336.90
203	10	713.00	1,301.25	35.65	1,336.90
204	7	713.00	1,301.25	35.65	1,336.90
301	13	745.00	1,359.65	37.25	1,396.90
302	12	745.00	1,359.65	37.25	1,396.90
303	14	745.00	1,359.65	37.25	1,396.90
304	11	745.00	1,359.65	37.25	1,396.90
		10,000.00	\$18,250.30	\$500.00	\$18,750.30

By-Laws

Community Plan No. 27521

Community Division under DA 252/C049/11 of Lot 500 in
D90237

2 / Units 1-14 Todville Street, Woodville West

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Community Corporation Number 27521 Incorporated

Important Notice

These by-laws bind the Corporation, the Lotholders 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 special resolution by the Corporation in accordance with Section 39 of the Act and Regulations.

Part 1 - Definitions

1. Definitions

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

Act means the *Community Titles Act 1996* (SA) as amended;

Building means a four storey apartment building with secure parking;

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

Corporation means Community Corporation No. 27521 Inc. constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

Community Parcel means the whole of the land comprised in the Community Strata Plan situated at Todville Street Woodville West, South Australia being the whole of the land comprised in Allotment 500 in D90237 being a portion of the land comprised in Certificate of Title Register Book Volume 6081 Folio 306;

Community Strata Plan means Community Corporation Plan No. 27521;

Developer means the Urban Renewal Authority;

Lot means a Strata Lot comprised in the Community Strata Plan;

Lotholder means the owner of a Lot;

Management Agreement means any agreement appointing the Managing Agent pursuant to Section 75(5) of the Act and Regulation 15 to the Regulations;

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 means an occupier of a Lot and includes, if a Lot is unoccupied, the Lotholder of the Lot;

Regulations means the *Community Titles Regulations 2011* (SA) as amended;

rules means the rules made by the Corporation pursuant to the powers contained in these by-laws; and

Security Key means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a Lot or the Common Property.

1.1 Unless the contrary intention appears the following applies:

- (a) A reference to an instrument includes any variation or replacement of it.
- (b) A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

- (c) The singular includes the plural and vice versa.
- (d) The word "person" includes a firm, a body corporate, an association or an authority.
- (e) Words of any gender include every gender.
- (f) A reference to a person includes a reference to a person's executors, administrators, successors, substitutes (including, without limitation persons taking by notation) and assigns.
- (g) A reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later.
- (h) Headings are inserted for convenience and do not affect the interpretation of these by-laws.
- (i) 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.
- (j) The meaning of general words is not limited to or by specific examples introduced by the words "including", "for example" or other similar expressions.

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

2. Administration, Management and Control of Common Property

- (a) The Corporation is responsible for the administration, management and control of the Common Property.
- (b) 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:
 - (i) the appointment of a Managing Agent pursuant to by-law 1.1(c);
 - (ii) maintenance, upgrading or improvements to the Common Property where the item to be considered exceeds \$5,000.00; and
 - (iii) the Corporation's obligations regarding insurance under the Act.
- (c) 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 on such terms and conditions as it considers reasonably appropriate.

3. Use and Enjoyment of the Common Property

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

Part 3 - Community Parcel

4. Prohibited Activities

A person bound by these by-laws must not on the Community Parcel:

- (a) except in a designated area, 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;
- (b) make or allow their visitors to make undue noise in or about the Community Parcel;
- (c) unreasonably, interfere or allow their visitors to interfere with others' use or enjoyment of their rights in relation to the Community Parcel;
- (d) use any language or behave in a manner likely to cause offence or embarrassment to persons in other Lots or on Common Property when on the Community Parcel;
- (e) damage or deface any building or sign or structure on the Community Parcel;
- (f) disobey reasonable directions or requests from an officer of the Corporation;
- (g) unless the Scheme Description or these by-laws prescribes such use, use any portion of the Community Parcel as a restaurant, cafe or 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 the sale of services without the prior written consent of the Corporation;
- (h) carry, use, discharge or expose any firearm, explosive, fireworks, airgun or other weapon;
- (i) obstruct any persons' lawful access to any Lot or to the Common Property;
- (j) park or stand a motor vehicle, or an invitee or guest to 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 (except in the case of emergency service vehicles) and the Corporation shall in addition to any other power, authority, duty and function imposed or conferred upon the Corporation be entitled to commence action to have any vehicle parked or standing in contravention of these by-laws removed 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;
- (k) without the prior approval of the Corporation, permit any scooter to be brought into a Lot or the foyer, stairwells, lifts, hallways, balconies or other parts of the Common Property as may be designated by the Corporation or the Managing Agent from time to time;
- (l) erect or fix any sign or notice to any part of the Common Property or a Lot where it can be seen from any exterior position or erect a sandwich board, except as required by law;
- (m) perform any repairs or other work of any nature on any vehicle or other equipment except for running repairs in the case of breakdown;
- (n) paint, finish or otherwise alter the external facade of any building or improvement forming part of the Common Property or a Lot;
- (o) store, place, display or hang 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 a Lot without the consent of the Corporation except for pot plants and barbeques, outdoor chairs and tables;
- (p) 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:
 - (i) extends outside the boundaries of a Lot; or
 - (ii) is located on any balcony; or
 - (iii) protrudes from any building or balcony forming part of a Lot, without first obtaining the prior written consent of the Corporation;
- (q) without limiting by-law (p), affix a satellite dish to any part of the Common Property; or

- (r) 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.

5. Storage of Flammable Liquids

A Lotholder or Occupier of a Lot must not:

- (a) except with the prior written consent of the Corporation, use or store on a Lot or Common Property any flammable chemical, liquid, gas or other flammable material other than:
 - (i) chemicals, liquids, gases or other material intended to be used for domestic purposes; or
 - (ii) fuel stored in the fuel tank of a motor vehicle; or
- (b) do or permit anything which may invalidate or suspend any insurance policy effected by the Corporation or cause any premium to be increased without the prior written consent of the Corporation;

6. Disposal of Garbage

- (a) 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 green and general waste bins specifically provided.
- (b) 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.

7. Support and Provision of Services

Except for the purposes of maintenance and renewal and with the prior written consent of the Corporation, a Lotholder or Occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the Common Property so that:

- (a) any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with;
- (b) the structural and functional integrity of any part of the Common Property is impaired; or
- (c) the passage or provision of services through the Lot or the Common Property is interfered with.

Part 4 - Common Property

8. Corporation to Keep Common Property in Good Repair

- (a) The Corporation must keep the Common Property tidy and free of graffiti and in a state of good and serviceable repair and shall always properly maintain all chattels, fixtures and fittings (including walkways, stairways, lifts, hand rails, external artwork and intercoms) held by the Corporation or used or intended, adapted or designed for use in connection with the Common Property or the enjoyment thereof by the Lotholders or Occupiers or by their families or visitors and for this purpose may enter into an appropriate contract with a third party for such party to provide such services for the benefit of Lotholders on behalf of the Corporation.
- (b) Specifically in relation to the external artwork that forms part of the Common Property, and without in any way limiting the effect of by-law 8(a), the Corporation shall maintain the design of the external artwork until at least 2050, and until such time shall preserve the colours of the external artwork and not add or remove any element to or from the external artwork.

9. Prohibited Activities

A person shall not undertake any of the following activities or do any of the following things on the Common Property:

- (a) camp or sleep overnight;
- (b) recreational activities which interfere with the safety or comfort of any other person;
- (c) carry on any business except with the prior written consent of the Corporation;
- (d) carry, use, discharge or expose any firearm, explosive fireworks, airgun or other weapon;
- (e) obstruct any corridor, hallway, passage or other access way;
- (f) obstruct the lawful use of the Common Property by any person;
- (g) use the Common Property in a manner that unreasonably interferes with the use and enjoyment of the Common Property by the other members of the Corporation, their customers, clients or visitors;
- (h) smoke nor allow persons under his or her control to smoke in those parts of the Common Property that the Corporation or the Managing Agent may designate as non-smoking areas from time to time;
- (i) mark, paint, drive nails or screws or the like into, or otherwise damage or deface any structure that forms part of the Common Property without the prior written consent of the Corporation;
- (j) consume nor permit persons under his or her control to consume alcohol or take glassware onto the Common Property without the prior written consent of the Corporation or the Managing Agent; or
- (k) throw, roll or discharge any stone, substance or missile to the danger of any person or animal on the Common Property.

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 from fire or other hazards and without limitation may:

- (a) 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;

- (b) permit to the exclusion of Lotholders and Occupiers, 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; and
- (c) restrict by means of a Security Key the access of Lotholders or Occupiers of one level or areas or Lots on the Community Parcel to any other level, area or Lots in the Community Parcel.

Part 5 - Use Of Community Lots

14. Good Repair

A Lotholder must:

- (a) maintain the Lot in good repair;
- (b) carry out any work ordered by a council or other public authority in respect of the Lot;
- (c) carry out work required by the Corporation in respect of the Lot;
- (d) maintain and repair the air-conditioning located in the Lot;
- (e) maintain and repair any tiling on the Lot balcony, in the bathroom, kitchen or the laundry; and
- (f) maintain and repair any cold/hot water taps, washers and breeching pieces in all wet areas including the kitchen.

15. Use of Lot

A person bound by these by-laws:

- (a) must not use the Lot, or permit the Lot to be used, for any unlawful purpose;
- (b) 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;
- (c) must allow the Corporation reasonable access to the Lot for the purpose of carrying out maintenance and except in the case of emergency the Corporation must give reasonable notice to the Occupier (not less than 48 hours) of its required access to the Lot;
- (d) must pay all rates, taxes, charges, outgoings and assessments in respect of their Lot as they become due and payable;
- (e) must subject to the Act and these by-laws notify the Corporation of any repairs and maintenance required to their Lot;
- (f) must ensure that the interior of windows in the Lot and the exterior of windows leading on to the balcony are kept clean and free of stickers, transfers and similar items which are visible from the exterior of the Lot;
- (g) 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 the said person has complied with the provisions of by-law 16;
- (h) 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 fire and security doors are kept locked or secure in an operational state (as the case may be) when not in immediate use;

- (i) 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 Lot subsidiary or the Common Property;
- (j) 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;
- (k) must not use a hose or high pressured water spraying device to clean the balcony of the Lot;
- (l) must take every reasonable precaution to prevent items from blowing or dropping off the balcony of the Lot;
- (m) must ensure compliance with fire laws in respect of the Lot; and
- (n) must not breach the fire regulations by installing unapproved dead locks or peep holes that would void the Corporation's insurance policy.

16. Renovation and Refurbishment of Lots

- (a) A Lotholder or Occupier shall not perform or carry out any prescribed work to or upon the Lot unless:
 - (i) such person has submitted a proposal for such refurbishment, renovation, alterations or additions to the Corporation for its consideration;
 - (ii) 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;
 - (iii) such person obtains the prior written consent of the Corporation by special resolution at least fourteen (14) days before the commencement of such prescribed work; and
 - (iv) such person has made prior arrangements with the Corporation in relation to permitting persons such as workers in to their Lot and the Common Property and make sure that such workers have appropriate current public liability insurance cover.
- (b) The Lotholder shall ensure that:
 - (i) workers are only permitted to enter a Lot in the presence of the Lotholder or the Occupier commissioning the work to be undertaken or the Corporation;
 - (ii) all work is carried out strictly in accordance with the provisions of the prior written consents granted by the Corporation and any government or statutory authority;
 - (iii) all work is undertaken by qualified tradespeople in a proper and workmanlike manner;
 - (iv) all work is undertaken only between the hours of 8am and 5.30 pm on Mondays to Saturdays other than public holidays;
 - (v) adequate precautions have been taken to ensure that all Common Property is fully protected against damage;
 - (vi) any damage caused to the Common Property is rectified to the satisfaction of the Corporation and at the cost of the Lotholder;
 - (vii) all Common Property areas are left in a clean and tidy condition on the completion of works each day;
 - (viii) 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;
 - (ix) 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 prescribed works is

- affected and shall ensure that upon request from the Corporation the Corporation is provided with a copy of such insurance policy or policies;
- (x) 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;
 - (xi) all rubble or refuse arising from the performance of such prescribed works must not be disposed of in domestic garbage bins but must be disposed of as directed by the Corporation; and
 - (xii) where such person proposes to remove and replace the floor covering to the floor of any part of a Lot and where such person proposes to replace an existing soft floor covering with a hard floor covering, then except where such person has obtained the consent of the Corporation, the person must insert an acoustic underlay, which has been approved by the Corporation between the floor and the hard floor covering.
- (c) For the purpose of this by-law, "prescribed work" in relation to a Lot means:
- (i) the erection, alteration, demolition or removal of a building or structure;
 - (ii) the alteration of the external appearance of a building or structure;
 - (iii) the removal of or addition to any structural or Common Property brick or concrete wall or slab construction;
 - (iv) the installation, removal or replacement of any tiling to any part of the Lot;
 - (v) the installation, removal or replacement of any flooring to any part of the Lot; and
 - (vi) alterations to any air conditioning, plumbing, electrical, audio system, television, intercom or other service which involves the drilling, cutting or chasing of holes in the walls, floor or ceilings of any part of the Lot.

17. 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 a Lot:

- (a) goods or furniture may be delivered to and from a 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 written approval of and must be delivered under the supervision of the Corporation;
- (b) 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; and
- (c) protection in the form of plastic sheeting shall be placed by the Lotholder or Occupier on any lift floors prior to use of a lift for the delivery or removal of goods or furniture to and from a Lot.

18. Keeping of animals

A Lotholder or Occupier may only keep a pet or any animal within the Lot:

- (a) as permitted by the local authority; and
- (b) such animals must be registered with the local authority where such registration is required by law.

Nothing in this by-law shall prevent an Occupier or visitor to the Common Property who suffers from a disability from keeping or using an appropriately-trained animal to assist the person in respect of that disability.

19. Leasing

- (a) Lotholders or Occupiers of Lots shall not lease or grant any rights of occupation to their Lot for a period of less than 2 calendar months without the prior written approval of the Community Corporation.
- (b) A Lotholder who proposes to lease (including the granting of a right of occupation) of a car park to a person other than an existing Lotholder or occupier of a Lot, must lease (or grant a right of occupation) for the entirety of the Lot (including the car park) to that person.
- (c) Where a Lotholder leases a Lot the Lotholder must:
 - (i) if requested by the Corporation, inform the Corporation of the identity of the lessee and the essential terms and conditions of the lease; and
 - (ii) provide a copy of these by-laws to the intended lessee and ensure that the intended lessee is aware of the terms of these by-laws and bound, via the terms of the lease, to comply with these by-laws.
- (d) The Corporation must keep confidential at all times any information it receives pursuant to this by-law 19 about any lessee or Occupier of a Lot, including the terms of any lease between a Lotholder and any intended lessee or Occupier.

20. 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.

21. Sale of Lot

A person bound by these by-laws:

- (a) shall ensure that in the event that a Lot is to be sold by auction, that the auction must take place wholly within the Lot so as to not cause a disturbance to other persons on the Community Parcel;
- (b) must not cause, suffer or permit any signs advertising the sale of the Lot to be placed on or in the Community Parcel; and
- (c) must not interfere with or compromise the security system of the Building when conducting an open inspection of the Lot.

22. 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 cases of emergency when no such notice shall be required), to enter upon a Lot for the purpose of 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;

- (a) to inspect a Lot;
- (b) to carry out maintenance, repairs or work; and
- (c) to enter upon and inspect any part of a Lot for the purpose of ensuring that the Act and these by-laws are being observed.

23. Observance of By-laws

- (a) Where these by-laws restrict the behaviour or activity of a Lotholder or Occupier of a Lot there shall also be imposed upon that Lotholder or Occupier an obligation not to permit that behaviour or activity by any other person.
- (b) 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 leaves the Community Parcel.

24. Indemnity and Release

A person bound by these by-laws shall:

- (a) 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;
- (b) occupy and use and keep a 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.

25. 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 Occupiers, 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

26. Insurance

- (a) The Corporation shall ensure that there is one (1) Policy of Insurance for all Common Property and the Building within the Community Parcel covering:
 - (i) building insurance for the Building for its full reinstatement value (to be determined by the Corporation);
 - (ii) public risk insurance in respect of the Common Property for \$20,000,000 (or such other amount determined by the Corporation) in respect of any one accident or event; and
 - (iii) the buildings and other improvements (if any) on the Common Property for their full reinstatement value (to be determined by the Corporation).
- (b) The Corporation will ensure that sufficient funds are obtained for contributions to the administrative fund payable by the Lotholders to enable payment of the premium for the Policy of Insurance.

27. Corporation's Rights and Powers - Unpaid Levies

- (a) A Lotholder (which includes a corporation and a mortgagee in possession) must pay on demand:
 - (i) the whole of the Corporation's costs and expenses (including solicitor's and own client costs) 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
 - (ii) 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.
- (b) 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 costs 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 as referred to in by-law 27(a) 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 1886*.
- (c) 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 a rate of 2% above the 90 day bank bill rate charged by the Corporation's bank, 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.
- (d) 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.
- (e) The amount of any interest is recoverable by the Corporation as a liquidated debt.
- (f) 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.

28. Services

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

29. Sinking Fund

- (a) The Corporation must establish a Sinking Fund to fund the provision of major items of repair or maintenance to the Community Parcel.
- (b) The Corporation must advise the Lotholders in writing of the establishment of any such Sinking Fund and of the contribution to be made by the Lotholder.
- (c) The following provision shall apply to any Sinking Fund established under this by-law:
 - (i) 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;

- (ii) that fund or so much of the balance standing to the credit of that fund as remains unexpended from time to time for a purpose for which the fund was established will be held by the Corporation in a separate interest bearing account; and
- (iii) any amounts 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.

30. Complaints and Applications

Any complaint or application to the Corporation must be addressed in writing to the Managing Agent, or where there is no Managing Agent, the secretary of the Corporation.

31. Security Keys

- (a) The Corporation shall provide each Lotholder with two Security Keys per Lot.
- (b) The Corporation may charge a reasonable fee for any additional Security Key required by a Lotholder.
- (c) A Lotholder must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier of a Lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Lotholder or the Corporation.
- (d) A Lotholder or Occupier of a Lot in possession of a Security Key must not without the Corporation's written consent, duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost and is not to dispose of it otherwise than by returning it to the Corporation.
- (e) A Lotholder or Occupier of a Lot must promptly notify the Corporation if a Security Key issued is lost or destroyed.

32. Permits

- (a) In any by-law of the Corporation, unless the contrary intention is clearly indicated, the words "the consent of the Corporation" means the permission of the Corporation given in the form of a written permit.
- (b) The Corporation shall have the power to grant permits to any Lotholder, Occupier or any other person in respect of any activity in or on the Community Parcel.
- (c) The Corporation may attach such conditions to a permit as it thinks fit and may vary or revoke such conditions or impose new conditions by notice in writing to the permit holder.
- (d) The Corporation may grant a permit either for a term of up to twelve (12) months or for an identified activity or schedule of activities as it thinks appropriate.
- (e) A permit holder shall comply with each and every condition of the permit. Each event which is a breach of the permit shall constitute a separate offence under these by-laws.
- (f) A permit holder shall pay to the Corporation in advance, such fee as may be determined by the Corporation for the Corporation issuing the permit to the permit holder.
- (g) Subject to the terms of the permit, the Corporation may cancel, suspend or revoke the permit at any time by notice in writing to the permit holder.

33. Failure to comply with By-Laws

A person who contravenes or fails to comply with a provision of these By-Laws is liable to a penalty payable to the Corporation, which penalty (if any) shall be determined by the Corporation.

Maximum penalty: \$500 (for any 1 contravention)

34. Breach

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

35. 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.

36. Notice

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

37. Apportionment of Contributions

Corporation costs attributable to or in respect of facilities, services or parts of the Common Property that are used or for the benefit exclusively by the Lotholders and Occupiers of one or some Lots but not used or for the benefit exclusively of all Lots shall not be imposed or levied upon any Lotholder or Occupier of a Lot that does not have the exclusive benefit of or use of that particular facility, service or part of the Common Property.

38. General

The Corporation will co-ordinate the security and maintenance of the Community Parcel and the effective operation of the Common Property and for this purpose may enter into appropriate contracts with third parties for the provision of plant, equipment, goods and services for the benefit of Lotholders and Occupiers.

Form 10

Sections 30(1)(ia), 31(3)(ab), 34(2)(e), 39(5a), 47(2)(ka), 50(7)(a)

Certificate as to preparation of scheme description, By-Laws or development contracts

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



Minter Ellison JEREMY HILL
Level 10, 25 Grenfell Street 12/11/12
Adelaide SA 5000

Orig. **LF 11851146**



14:55 19-Nov-2012
2 of 3 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
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Series No.
2

16:11 20/11/2012 02-013714
REGISTRATION FEE \$129.00
TRANSACTION FEE \$15.00 ✓

27521

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Lodged by: AGENT CODE
South Australian Housing Trust SAHT

Correction to:
South Australian Housing Trust SAHT

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

1 By Laws

- 2
- 3
- 4

PICK-UP NO.	
CP	27521

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

ITEM(S)	AGENT CODE

CORRECTION	PASSED <i>DMW</i>
FILED <i>[Signature]</i>	6 DEC 2012 REGISTRAR-GENERAL SOUTH AUSTRALIA pro

R-G 010107

Form

Orig. **LF 11851147**



14:55 19-Nov-2012
3 of 3 Fees: \$0.00

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

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

FORM APPROVED BY THE REGISTRAR-GENERAL

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STAMP DUTY PURPOSES ONLY**

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LF
Series No.
3

16:11 20/11/2012 02-013714
REGISTRATION FEE \$129.00
TRANSACTION FEE \$15.00

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Lodged by: AGENT CODE
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Correction to:
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TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH
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- 1 Scheme Description
- 2
- 3
- 4

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FILED <i>[Signature]</i>	6 DEC 2012  REGISTRAR-GENERAL

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