

Form 1—Vendor's statement

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

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Preliminary

To the purchaser:

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

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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

Part A—Parties and land

- 1 Purchaser:
Address:
- 2 Purchaser's registered agent: **NOT APPLICABLE**
Address:
- 3 Vendor: **A.D.S.A. CONSULTANTS PTY. LTD. (ACN: 007 957 404)**
Address: **LEVEL 1, 193 WAKEFIELD STREET ADELAIDE SA 5000**
- 4 Vendor's registered agent: **OUWENS CASSERLY REAL ESTATE PTY. LTD.**
Address: **210 GREENHILL ROAD EASTWOOD SA 5063**
- 5 Date of contract (if made before this statement is served): / /2026
- 6 Description of the land: **APARTMENT 18, 328 ESPLANADE MOANA SA 5169 BEING THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE REGISTER BOOK VOLUME 6263 FOLIO 965 BEING LOT 18 PRIMARY COMMUNITY STRATA PLAN 42654 IN THE AREA NAMED MOANA HUNDRED OF WILLUNGA**

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

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:
GPO BOX 440 ADELAIDE SA 5001
(being the vendor's last known address); or
- (c) transmitted by fax or email to the following fax number or email address:
EMAIL: JOHN@OCRE.COM.AU
(being a number or address provided to you by the vendor for the purpose of service of the notice); or
- (d) left for the vendor's agent (with a person apparently responsible to the agent) at, or posted by registered post to the agent at, the following address:
210 GREENHILL ROAD EASTWOOD SA 5063
(being the agent's address for service under the *Land Agents Act 1994*)

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;
- (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;
- (c) you are entitled to retain the solicitor or registered conveyancer of your choice.

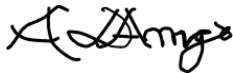
Part C—Statement with respect to required particulars

(section 7(1))

To the purchaser:

We, A.D.S.A. CONSULTANTS PTY. LTD. (ACN: 007 957 404),
of LEVEL 1, 193 WAKEFIELD STREET ADELAIDE SA 5000 the vendors in relation to the
transaction state that the Schedule contains all particulars required to be given to you
pursuant to section 7(1) of the *Land and Business (Sale and Conveyancing) Act 1994*

Date: 04 / 05 / 2026



Signed:
SOLE DIRECTOR/SECRETARY: ANTONIO D'ARRIGO

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

(section 9)

To the purchaser:

I, MELANIE SUSAN WOMERSLEY of 147 FROME STREET ADELAIDE SA 5000 certify that the
responses to the inquiries made pursuant to section 9 of the *Land and Business (Sale and
Conveyancing) Act 1994* confirm the completeness and accuracy of the particulars set out in
the Schedule.

Exceptions: nil

Date: 30/4/26



Signed:
Person authorised to act on behalf of Vendor's agent (pursuant to the agent's written
authority)

Schedule—Division 1—Particulars of mortgages, charges and prescribed encumbrances affecting the land

(section 7(1)(b))

Note—

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

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

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

Table of particulars

Column 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	<i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> <i>Are there attachments?</i> CERTIFICATE OF TITLE Number of mortgage (if registered): 14741713 Name of mortgagee: PERPETUAL CORPORATE TRUST LTD.	YES YES YES
1.2 Easement (whether over the land or annexed to the land) Note— "Easement" includes rights of way and party wall rights *REFER PROPERTY INTEREST REPORT: NOTATION IN RESPECT OF STATUTORY EASEMENTS – THIS NOTICE DOES NOT NECESSARILY IMPLY THAT ANY STATUTORY OR OTHER EASEMENT EXISTS	<i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> <i>Are there attachments?</i> REFER PROPERTY INTEREST REPORT – STATUTORY EASEMENTS Description of land subject to easement: PORTION OF THE LAND IN THE SAID CERTIFICATE OF TITLE Nature of easement: STATUTORY EASEMENTS Are you aware of any encroachment on the easement? NO If YES, give details: If there is an encroachment, has approval for the encroachment been given? N/A If YES, give details:	YES* NO YES

1.3	Restrictive covenant	<i>Is this item applicable?</i> YES <i>Will this be discharged or satisfied prior to or at settlement?</i> NO <i>Are there attachments?</i> BY-LAWS, SCHEME DESCRIPTION YES Nature of restrictive covenant: REFER BY-LAWS, SCHEME DESCRIPTION Name of person in whose favour restrictive covenant operates: COMMUNITY CORPORATION 42654 INC. Does the restrictive covenant affect the whole of the land being acquired? YES If NO, give details: Does the restrictive covenant affect land other than that being acquired? YES
1.4	Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.) NOT APPLICABLE	<i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> <i>Are there attachments?</i> Names of parties: Period of lease, agreement for lease etc: Amount of rent or licence fee: Is the lease, agreement for lease etc in writing? If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify— (a) the Act under which the lease or licence was granted: (b) the outstanding amounts due (including any interest or penalty):
5. Development Act 1993		
5.1	section 42—Condition (that continues to apply) of a development authorisation	<i>Is this item applicable?</i> YES <i>Will this be discharged or satisfied prior to or at settlement?</i> NO <i>Are there attachments?</i> LOCAL GOVERNMENT (COUNCIL) SEARCH DEVELOPMENT ACT 1993 (REPEALED) SECTION 42 AND AUTHORISATIONS YES Condition(s) of authorisation: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH DEVELOPMENT ACT 1993 (REPEALED) SECTION 42 AND AUTHORISATIONS
6. Repealed Act conditions		
6.1	<i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i>	

Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971 (repealed)</i>, the <i>City of Adelaide Development Control Act 1976 (repealed)</i>, the <i>Planning Act 1982 (repealed)</i> or the <i>Planning and Development Act 1967 (repealed)</i> NOT APPLICABLE	<i>Are there attachments?</i> LOCAL GOVERNMENT (COUNCIL) SEARCH PLANNING ACT 1982 (REPEALED), BUILDING ACT 1971 (REPEALED) AND PLANNING AND DEVELOPMENT ACT 1966 (REPEALED) Nature of condition(s):	YES
19. Land Tax Act 1936		
19.1 Notice, order or demand for payment of land tax	<i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> <i>Are there attachments?</i> CERTIFICATE OF LAND TAX PAYABLE Date of notice, order or demand: 08/04/2026 Amount payable (as stated in the notice): \$459.00	YES YES YES
29. Planning, Development and Infrastructure Act 2016		
29.1 Part 5- Planning and Design Code	<i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> <i>Are there attachments?</i> LOCAL GOVERNMENT (COUNCIL) SEARCH x 2 PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016 PART 5 – PLANNING AND DESIGN CODE Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): ZONE: TOURISM DEVELOPMENT (TD) SUBZONE: NIL ZONING OVERLAYS: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH ZONING OVERLAYS Is there a State heritage place on the land or is the land situated in a State heritage area? NO Is the land designated as a local heritage place? NO Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? NO Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation: YES Note - For further information about the Planning and Design Code visit https://code.plan.sa.gov.au	YES NO YES

29.2	section 127—Condition (that continues to apply) of a development authorisation	<i>Is this item applicable?</i>	YES
		<i>Will this be discharged or satisfied prior to or at settlement?</i>	NO
		<i>Are there attachments:</i> LOCAL GOVERNMENT (COUNCIL) SEARCH SECTION 127 AND AUTHORISATION	YES
		Date of authorisation: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH SECTION 127 AND AUTHORISATION	
		Name of relevant authority that granted authorisation: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH SECTION 127 AND AUTHORISATION	
		Condition(s) of authorisation: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH SECTION 127 AND AUTHORISATION	
34. Water Industry Act 2012			
34.1	Notice or order under the Act requiring payment of charges or other amounts or making other requirement NOT APPLICABLE	<i>Is this item applicable?</i>	
		<i>Will this be discharged or satisfied prior to or at settlement?</i>	
		<i>Are there attachments?</i> THE OFFICE OF THE TECHNICAL REGULATOR RESPONSE DATED 16/04/2026	YES
		Date of notice or order:	
		Name of person or body who served notice or order:	
		Amount payable (if any) as specified in the notice or order:	
		Nature of other requirement made (if any) as specified in the notice or order:	
36. Other Charges			
36.1	Charge of any kind affecting the land (not included in another item)	<i>Is this item applicable?</i>	YES
		<i>Will this be discharged or satisfied prior to or at settlement?</i>	NO*
	*REFER TO ATTACHED STATEMENT AND PARTICULARS SUPPLIED PURSUANT TO SECTION 139 (COMMUNITY TITLE ACT 1996). PURCHASER SHOULD MAKE THEIR OWN ENQUIRIES AS TO ANY AMOUNTS PAYABLE BY THE PURCHASER.	<i>Are there attachments?</i> STATEMENT AND PARTICULARS SUPPLIED PURSUANT TO SECTION 139 (COMMUNITY TITLE ACT 1996)	YES
		Person or body in whose favour charge exists: STRATA DATA ON BEHALF OF COMMUNITY CORPORATION NO. 42654 INC.	
		Nature of charge: REFER TO ATTACHED STATEMENT AND PARTICULARS SUPPLIED PURSUANT TO SECTION 139 (COMMUNITY TITLE ACT 1996)	
		Amount of charge (if known): REFER TO ATTACHED STATEMENT AND PARTICULARS SUPPLIED PURSUANT TO SECTION 139 (COMMUNITY TITLE ACT 1996)	

Schedule—Division 2—Other particulars

(section 7(1)(b))

Particulars of building indemnity insurance

Note—

Building indemnity insurance is not required for—

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

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

- 1 Name(s) of person(s) insured: **328 ESPLANADE PTY LTD**
- 2 Name of insurer: **QBE INSURANCE (AUSTRALIA) LTD**
- 3 Limitations on the liability of the insurer: **STATUTORY LIMITATIONS**
- 4 Name of builder: **J. HUTCHINSON PTY. LTD.**
- 5 Builder's licence number: **220578**
- 6 Date of issue of insurance: **10/03/2021**
- 7 Description of insured building work: **NEW MULTI UNIT (<=3 STOREYS) CONTRACT - PER SITE**

Exemption from holding insurance:

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

[*YES/NO]

If YES, give details:

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

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

- 1 Name of community corporation: **COMMUNITY CORPORATION NO. 42654 INC.**
Address of community corporation: **328 ESPLANADE MOANA SA 5169**
- 2 Application must be made in writing to the community corporation for the particulars and documents referred to in 3 and 4. Application must also be made in writing to the community corporation for the documents referred to in 6 unless those documents are obtained from the Lands Titles Registration Office.
- 3 Particulars supplied by the community corporation or known to the vendor:
 - (a) particulars of contributions payable in relation to the lot (including details of arrears of contributions related to the lot): **REFER TO ATTACHED STATEMENT AND PARTICULARS SUPPLIED PURSUANT TO SECTION 139 (COMMUNITY TITLE ACT 1996)**
 - (b) particulars of assets and liabilities of the community corporation: **REFER TO ATTACHED STATEMENT AND PARTICULARS SUPPLIED PURSUANT TO SECTION 139 (COMMUNITY TITLE ACT 1996)**
 - (c) particulars of expenditure that the community corporation has incurred, or has resolved to incur, and to which the owner of the lot must contribute, or is likely to be required to contribute: **REFER TO ATTACHED STATEMENT AND PARTICULARS SUPPLIED PURSUANT TO SECTION 139 (COMMUNITY TITLE ACT 1996)**
 - (d) if the lot is a development lot, particulars of the scheme description relating to the development lot and particulars of the obligations of the owner of the development lot under the development contract: **ATTACHED**
 - (e) if the lot is a community lot, particulars of the lot entitlement of the lot: **620/10,000**

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

- 4 Documents supplied by the community corporation that are enclosed:
 - (a) a copy of the minutes of the general meetings of the community corporation and management committee for the 2 years preceding this statement: **THE ANNUAL GENERAL MEETINGS AND ANY MANAGEMENT COMMITTEE MEETINGS HELD FOR THE 2 YEARS PRECEDING HAVE BEEN ATTACHED**
 - (b) a copy of the statement of accounts of the community corporation last prepared; **ATTACHED**
 - (c) a copy of current policies of insurance taken out by the community corporation. **CERTIFICATE OF CURRENCY ATTACHED**
- 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.

YES

- 7 The following additional particulars are known to the vendor or have been supplied by the community corporation: **REFER TO ATTACHED STATEMENT AND PARTICULARS SUPPLIED PURSUANT TO SECTION 139 (COMMUNITY TITLE ACT 1996)**
- 8 Further inquiries may be made to the secretary of the community corporation or the appointed community scheme manager.

Name: **STRATA DATA**

Address: **647 PORTRUSH ROAD GLEN OSMOND SA 5064**

Note—

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

Schedule—Division 3—Community lots and strata units

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

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

Governance

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

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

Use of your property

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

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

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

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments—voting rights

You may be buying into a group that is run by several different community corporations. This is common in mixed use developments, for example, where a group of apartments is combined with a hotel or a group of shops. If there is more than 1 corporation, then you should not expect that all lot owners in the group will have equal voting rights. The corporations may be structured so that, even though there are more apartments than shops in the group, the shop owners can outvote the apartment owners on some matters. Make enquiries so that you understand how many corporations there are and what voting rights you will have.

Further information

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

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

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

You can also seek advice from a legal practitioner.

Annexures

The following documents are annexed hereto -

Property Interest Report

Copy of certificate(s) of title to the land

Local Government (Council) Search

Community Plan 42654

By-Laws, Scheme Description

The Office of the Technical Regulator response dated 16/04/2026

QBE Insurance (Australia) Ltd. Building Indemnity Insurance dated 10/03/2021

Community Corporation search pursuant to Community titles Act 1996 and enclosures

SA Water, Emergency Service Levy and Land Tax Searches

Form R3 – Buyers Information Notice

Acknowledgement of Receipt

*I/We, the abovenamed Purchaser(s), hereby acknowledge having received this day this Statement under section 7 under the *Land and Business (Sale and Conveyancing) Act* with the annexures as set out above.

Dated this _____ day of _____ 2026

Signed: _____

Purchaser(s)

Property Interest Report

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

Title Reference	CT 6263/965	Reference No. 2770420
Registered Proprietors	A.D.S.A. CONSULTANTS PTY. LTD.	Prepared 07/04/2026 15:07
Address of Property	Apartment 18, 328 ESPLANADE, MOANA, SA 5169	
Local Govt. Authority	CITY OF ONKAPARINGA	
Local Govt. Address	PO BOX 1 NOARLUNGA CENTRE SA 5168	

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

Table of Particulars

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

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

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

1. General

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

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

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

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

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

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

also

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

2. Aboriginal Heritage Act 1988

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

an area surrounding a site

2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

5.6 section 57 - Land management agreement

Refer to the Certificate of Title

5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

5.9 section 71 - Fire safety notice

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

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

6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed) <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
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7. Emergency Services Funding Act 1998

7.1	section 16 - Notice to pay levy	An Emergency Services Levy Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750. Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au
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8. Environment Protection Act 1993

8.1	section 59 - Environment performance agreement that is registered in relation to the land	EPA (SA) 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
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18. *Landscape South Australia Act 2019*

18.1	section 72 - Notice to pay levy in respect of costs of regional landscape board	The regional landscape board has no record of any notice affecting this title
18.2	section 78 - Notice to pay levy in respect of right to take water or taking of water	DEW has no record of any notice affecting this title
18.3	section 99 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
18.4	section 107 - Notice to rectify effects of unauthorised activity	The regional landscape board has no record of any notice affecting this title 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
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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
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28. ***Phylloxera and Grape Industry Act 1995***

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

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

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

has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.8 section 157 - Fire safety notice

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

also

Contact the Local Government Authority for other details that might apply

29.9 section 192 or 193 - Land management agreement

Refer to the Certificate of Title

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for details relevant to this item

also

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

30. *Plant Health Act 2009*

30.1 section 8 or 9 - Notice or order concerning pests

Plant Health in PIRSA has no record of any notice or order affecting this title

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

31.1 Part 3 - Notice

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

- | | | |
|------|---|---|
| 32.1 | section 66 - Direction or requirement to avert spread of disease | Public Health in DHW has no record of any direction or requirement affecting this title |
| 32.2 | section 92 - Notice | Public Health in DHW has no record of any notice affecting this title

also

Contact the Local Government Authority for other details that might apply |
| 32.3 | <i>South Australian Public Health (Wastewater) Regulations 2013</i> Part 4 - Condition (that continues to apply) of an approval | Public Health in DHW has no record of any condition affecting this title

also

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

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

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

34. ***Water Industry Act 2012***

- | | | |
|------|---|---|
| 34.1 | Notice or order under the Act requiring payment of charges or other amounts or making other requirement | An SA Water Certificate will be forwarded.
If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950

also

The Office of the Technical Regulator in DEM will respond with details relevant to this item

also

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

also

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

also

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

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

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

36. ***Other charges***

- | | | |
|------|--|--|
| 36.1 | Charge of any kind affecting the land (not included in another item) | Refer to the Certificate of Title

also

Contact the vendor for these details

also

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

Other Particulars

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

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

Additional Information

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

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

Notices

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

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

Building restrictions

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

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

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

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

Statutory easements

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

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

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

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

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

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

Land Tax Act 1936 and Regulations thereunder

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

Certificate of Title

Title Reference: CT 6263/965
Status: CURRENT
Edition: 3

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Status
12/03/2026	17/03/2026	14741712	DISCHARGE OF MORTGAGE	REGISTERED
12/03/2026	17/03/2026	14741713	MORTGAGE	REGISTERED

Data Available - Dealings completed since 07/01/2026 and unregistered Dealings

Priority Notices

NIL

Notations on Plan

Lodgement Date	Completion Date	Dealing Number	Description	Status	Plan
15/12/2021	17/12/2021	13682190	BY-LAWS	FILED	C42654
15/12/2021	17/12/2021	13682191	SCHEME DESCRIPTION	FILED	C42654

Registrar-General's Notes

No Registrar-General's Notes exist for this title

REAL PROPERTY ACT, 1886



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



Certificate of Title - Volume 6263 Folio 965

Parent Title(s) CT 6246/18
Creating Dealing(s) ACT 13682189
Title Issued 17/12/2021 **Edition** 3 **Edition Issued** 17/03/2026

Estate Type

FEE SIMPLE

Registered Proprietor

A.D.S.A. CONSULTANTS PTY. LTD. (ACN: 007 957 404)
OF 117 BARTON TERRACE NORTH WEST NORTH ADELAIDE SA 5006

Description of Land

LOT 18 PRIMARY COMMUNITY STRATA PLAN 42654
IN THE AREA NAMED MOANA
HUNDRED OF WILLUNGA

Easements

NIL

Schedule of Dealings

Dealing Number	Description
14741713	MORTGAGE TO PERPETUAL CORPORATE TRUST LTD. (ACN: 000 341 533)

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
15/12/2021	13682190	BY-LAWS	FILED
15/12/2021	13682191	SCHEME DESCRIPTION	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

Certificate of Title

Title Reference	CT 6263/965
Status	CURRENT
Easement	NO
Owner Number	71247289
Address for Notices	SMART PROPERTY SOLUTIONS PTY LTD LEVEL 1 193 WAKEFIELD STREET ADELAIDE SA 5000, AUS
Area	NOT AVAILABLE

Estate Type

Fee Simple

Registered Proprietor

A.D.S.A. CONSULTANTS PTY. LTD. (ACN: 007 957 404)
OF 117 BARTON TERRACE NORTH WEST NORTH ADELAIDE SA 5006

Description of Land

LOT 18 PRIMARY COMMUNITY STRATA PLAN 42654
IN THE AREA NAMED MOANA
HUNDRED OF WILLUNGA

Last Sale Details

Dealing Reference	TRANSFER (T) 13691813
Dealing Date	23/12/2021
Sale Price	\$729,900
Sale Type	FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	14741713	PERPETUAL CORPORATE TRUST LTD. (ACN: 000 341 533)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
8614316313	CURRENT	Apartment 18, 328 ESPLANADE, MOANA, SA 5169

Notations

Dealings Affecting Title

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
15/12/2021 11:58	13682190	BY-LAWS	FILED
15/12/2021 11:58	13682191	SCHEME DESCRIPTION	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	8614316313
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2022
Property Location	Apartment 18, 328 ESPLANADE, MOANA, SA 5169
Local Government	ONKAPARINGA
Owner Names	A.D.S.A. CONSULTANTS PTY. LTD.
Owner Number	71247289
Address for Notices	SMART PROPERTY SOLUTIONS PTY LTD LEVEL 1 193 WAKEFIELD STREET ADELAIDE SA 5000, AUS
Zone / Subzone	TD - Tourism Development
Water Available	Yes
Sewer Available	Yes
Land Use	1322 - Second Floor Home Unit
Description	4HUNIT 2XCP
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C42654 LOT 18	CT 6263/965

Values

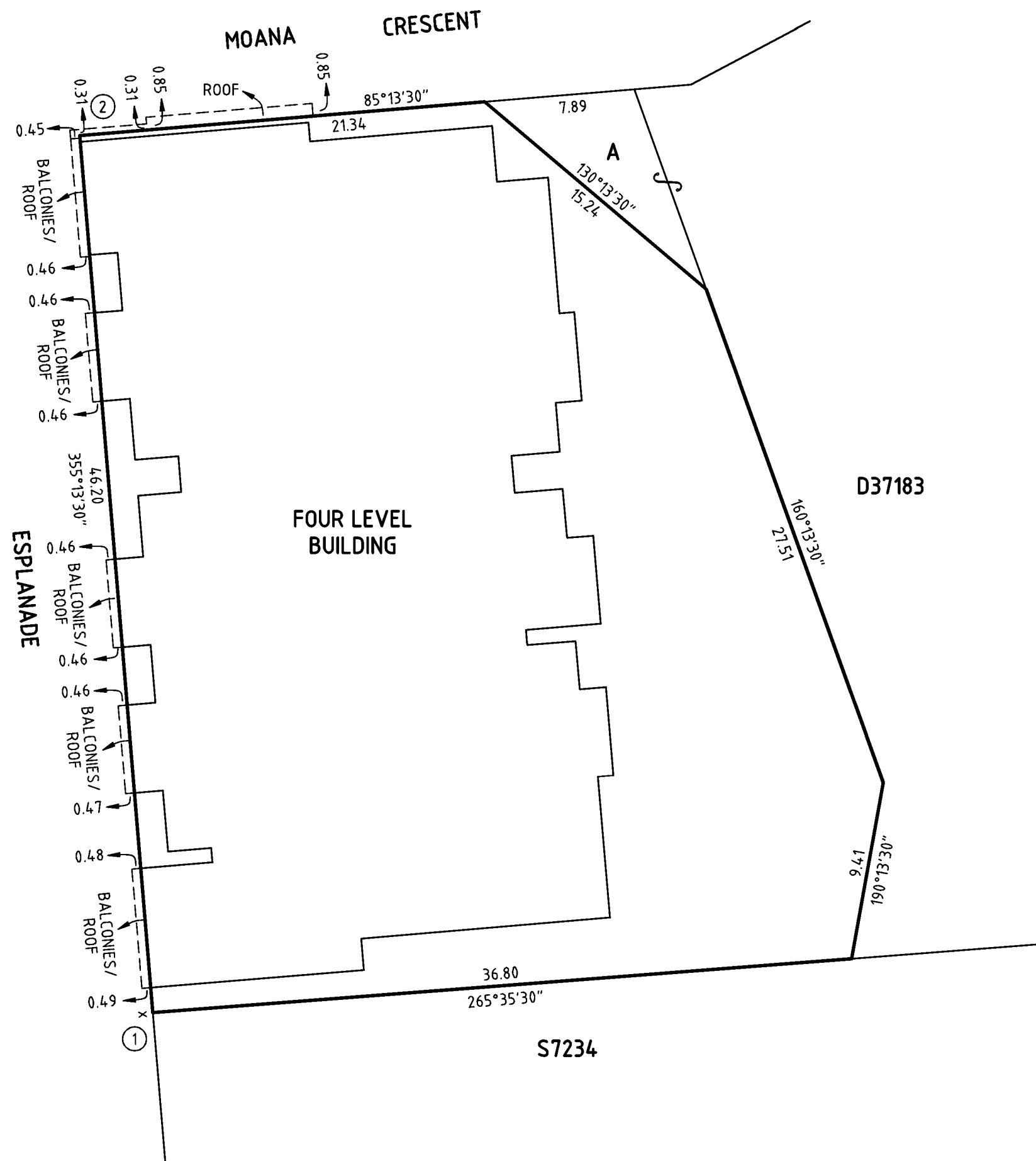
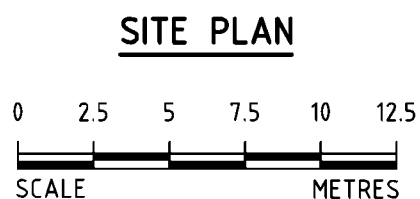
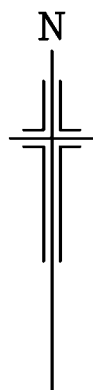
Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$183,000	\$910,000			
Previous	\$159,000	\$810,000			

Building Details

Valuation Number	8614316313
Building Style	Conventional
Year Built	2020
Building Condition	Very Good
Wall Construction	Rendered
Roof Construction	Colourbond
Equivalent Main Area	132 sqm
Number of Main Rooms	4

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

PURPOSE: PRIMARY COMMUNITY		AREA NAME: MOANA		APPROVED: 15/12/2021		 C42654 SHEET 1 OF 6 110023_text_01_v05_Version_5			
MAP REF: 6527/16/P		COUNCIL: CITY OF ONKAPARINGA		DEPOSITED: 16/12/2021					
LAST PLAN: F257396		DEVELOPMENT NO: 145/C497/21/001/638							
AGENT DETAILS: ALEXANDER & SYMONDS PTY LTD 1ST FLOOR 11 KING WILLIAM ST KENT TOWN SA 5067 PH: 81301666 FAX: 83620099		SURVEYORS CERTIFICATION:		I Mark Antony Peter Williams , 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 15th day of December 2021 Mark Antony Peter Williams Licensed Surveyor					
AGENT CODE: ALSY									
REFERENCE: 20A2252LTOCOM(A)									
SUBJECT TITLE DETAILS:									
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	6246	18		ALLOTMENT(S)	353	D	3752	WILLUNGA	
OTHER TITLES AFFECTED: CT 5264/865 , CT 5985/694									
EASEMENT DETAILS:									
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF			CREATION
EXTINGUISH	CT 6246/21	SHORT	FREE AND UNRESTRICTED RIGHT(S) OF WAY	A		1-21			TG 13383901
EXISTING		SHORT	FREE AND UNRESTRICTED RIGHT(S) OF WAY	A		COMMON PROPERTY			TG 13383901
ANNOTATIONS: ENCROACHMENT OF BALCONY OCCURS OVER ESPLANADE ENCROACHMENT OF ROOF OCCURS OVER ESPLANADE ENCROACHMENT OF ROOF OCCURS OVER MOANA CRESCENT PLAN PURPOSE INCORRECT SHOULD BE COMMUNITY STRATA PLAN PURPOSE UPDATED BY ANNOTATION NOTE VIDE PR 13685306 PRO RG 17/12/2021									



C42654

SHEET 2 OF 6

110023_pland_1_V01_Version_5

BEARING DATUM: ① - ② 355°13'30"

DERIVATION: FX257396 ADOPTED

TOTAL AREA: 1577m²

Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN

P.O. BOX 1000 KENT TOWN 5071

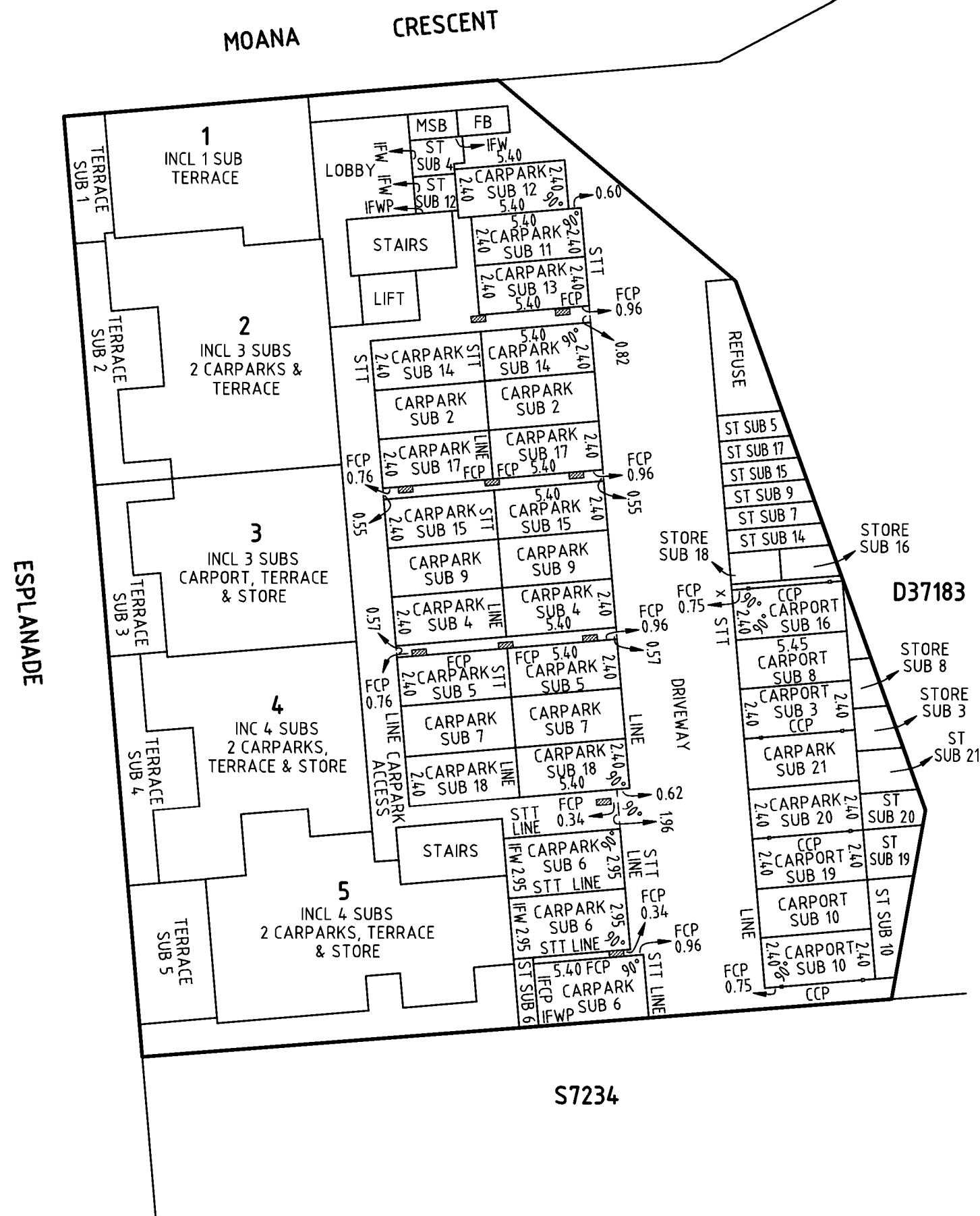
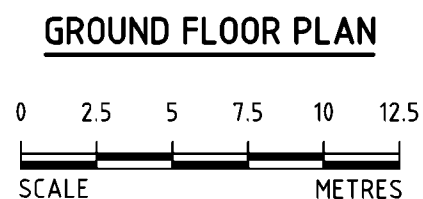
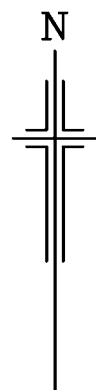
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE 20A2252LTO-COM(A)

HAMPTONS APARTMENTS

KJD 07/12/2021

MOANA



C42654

SHEET 3 OF 6

110023_pland_2_V01_Version_5

THE LOWER AND UPPER LIMITS OF A LOT SUBSIDIARY SHOWN AS CARPARK ARE EXISTING FLOOR LEVEL SLAB AND 2.40 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 2.40 METRES.

STORES ARE COVERED

THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS TERRACE IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE TERRACE UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.80 METRES.

BOUNDARIES BETWEEN LOT SUBSIDIARIES SHOWN AS TERRACE ARE WALL.

UNLESS SHOWN OTHERWISE STORES ARE DEFINED BY INSIDE FACE OF COLOURBOND CLADDING.

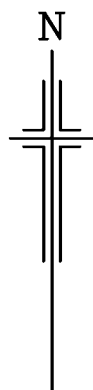
LEGEND

FB	FIRE BOOSTER
MSB	MASTER SWITCHBOARD
STT	STRAIGHT
FCP	FACE OF COLUMN PRODUCED
CCP	CENTRLINE OF COLUMN PRODUCED
ST	STORE
IFW	INSIDE FACE OF WALL
IFWP	INSIDE FACE OF WALL PRODUCED
IFC	INSIDE FACE OF CLADDING
IFCP	INSIDE FACE OF CLADDING PRODUCED
	DENOTES COLUMN

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 20A2252LTO-COM(A)	HAMPTONS APARTMENTS
KJD 07/12/2021	MOANA

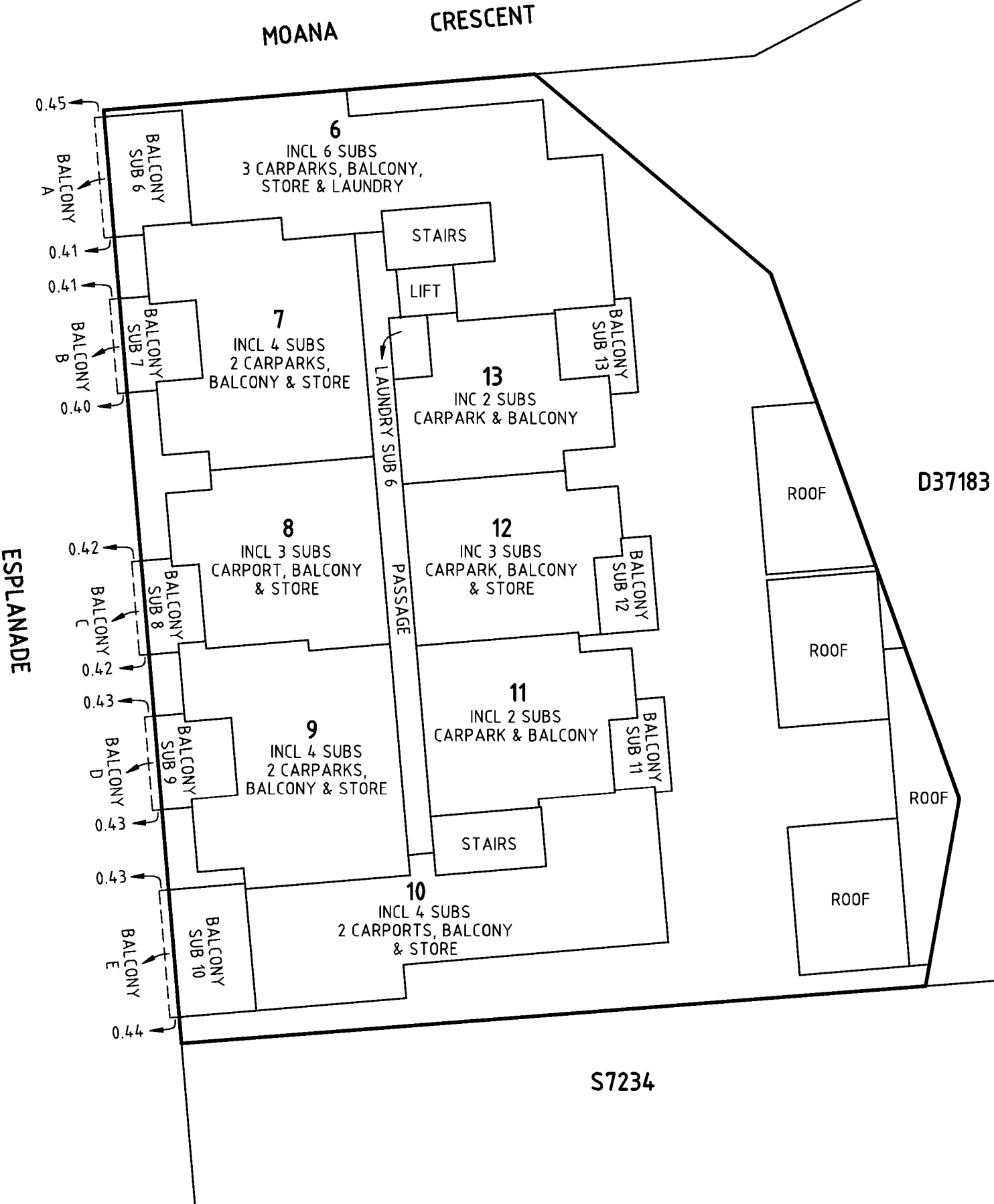
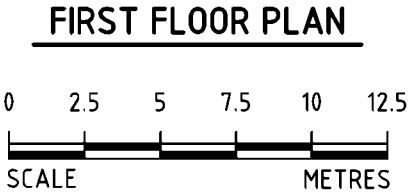


C42654

SHEET 4 OF 6

110023_pland_3_V01_Version_5

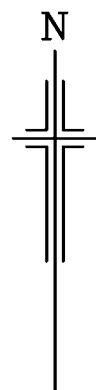
THE UPPER LIMIT OF A LOT SUBSIDIARY SHOWN AS BALCONY IS 2.8 METRES ABOVE THE UPPER SURFACE OF THE BALCONY UNLESS LIMITED IN HEIGHT TO THE UNDERSIDE OF OVERHANGING STRUCTURES BELOW 2.80 METRES.



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 20A2252LTO-COM(A)	HAMPTONS APARTMENTS
KJD 07/12/2021	MOANA



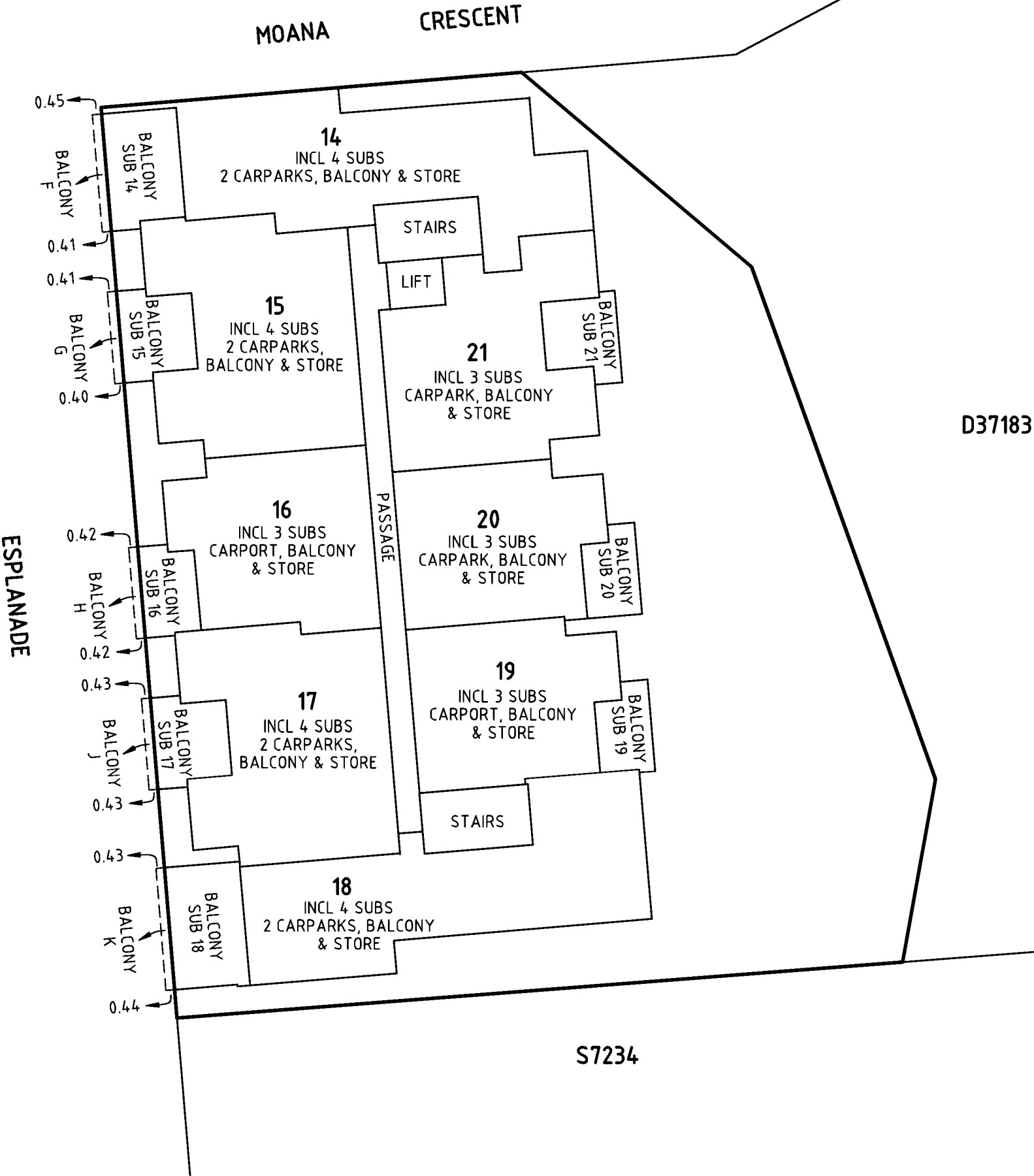
C42654

SHEET 5 OF 6

110023_pland_4_V01_Version_5

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 2.80 METRES.

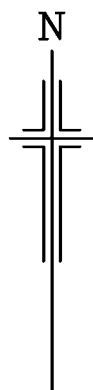
SECOND FLOOR PLAN



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

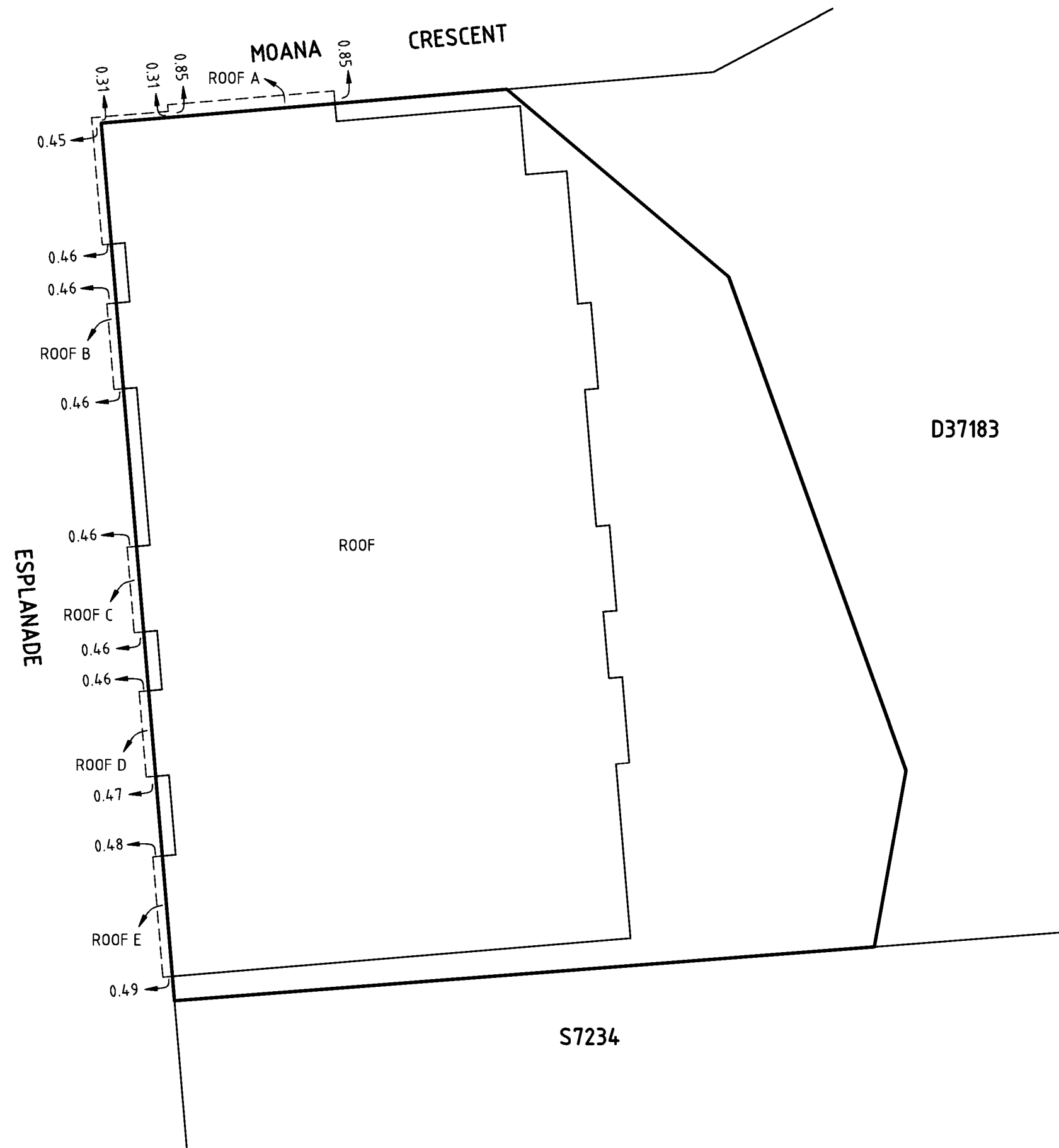
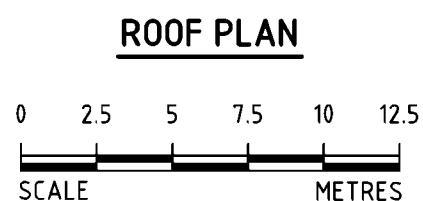
REFERENCE 20A2252LTO-COM(A)	HAMPTONS APARTMENTS
KJD 07/12/2021	MOANA



C42654

SHEET 6 OF 6

110023_pland_5_V01_Version_5



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 20A2252LTO-COM(A)	HAMPTONS APARTMENTS
KJD 07/12/2021	MOANA

LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
1	275	
2	520	
3	400	
4	465	
5	505	
6	755	
7	550	
8	440	
9	535	
10	580	
11	335	
12	330	
13	320	
14	650	
15	565	
16	465	
17	565	
18	620	
19	350	
20	355	
21	420	
AGGREGATE	10,000	

C42654

SHEET 1 OF 1

ACCEPTED 16.12.2021

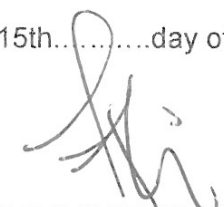

PRO REGISTRAR-GENERAL

DEV No. 145 / C 497 / 21

CERTIFICATE OF LAND VALUER

I, ... **Fred Taormina** being
a Land Valuer within the meaning of the Land Valuers Act
1994 certify that this schedule is correct for the purposes
of the Community Titles Act 1996

Dated the 15th day of December, 2021


.....
Signature of Land Valuer

Orig. **LF 13682190**



11:58 15-Dec-2021
2 of 3

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

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

FORM APPROVED BY THE REGISTRAR-GENERAL

SERIES NO	PREFIX
2	LF

AGENT CODE

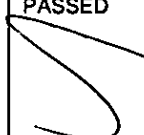
LODGED BY:

CORRECTION TO:

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

PICK-UP NO.	
CP	

CORRECTION	PASSED 
FILED	16 DEC 2021  REGISTRAR-GENERAL

pro



PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

Terms of Instrument not
checked by Lands Titles Office

BY-LAWS
Development No. 145/C497/21/001

BY-LAWS
COMMUNITY PLAN NO. 42654

FOR

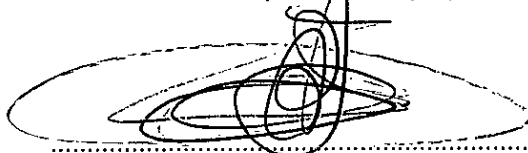
328 Esplanade Apartments
328 Esplanade Moana SA 5169

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.

A handwritten signature in black ink, consisting of several overlapping loops and a vertical stroke, positioned above a horizontal dotted line.

Rui Li of Athena Enterprises
Registered Conveyancer
109A Archer Street North Adelaide SA 5006

BY-LAWS

COMMUNITY PLAN NO. 42654

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BY-LAWS OF COMMUNITY CORPORATION NO. 42654 INCORPORATED

IMPORTANT NOTICE

These by-laws bind the Community Corporation, the Owners of the Community Lots and any persons entering the Community Parcel.

These by-laws relate to the control and management of the Common Property and the Community Lots and as such may only be amended or revoked by special resolution by the Community Corporation in accordance with Section 39 of the Community Titles Act.

PART 1 - DEFINITIONS

1. Definitions

The definitions and interpretations set out herein and set out in Section 3 of the Community Titles Act shall apply to these by-laws and unless the context requires, the expressions:

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

Building means the four (4) level residential apartment building together with ground floor commercial space, Common Property, car parking and storage areas to be constructed within the Proposed Apartment Site together with any extensions, alterations, modifications, additions or improvements subsequently made to the Building and also includes any part of the Building;

Community Lot means any lot within the Building;

Common Property means the common property created by the Community Plan;

Community Parcel means the whole of the land comprised in the Community Plan and includes each distinct part or section of such land and all improvements thereon;

Community Plan means Community Corporation Plan No. 42654

Company (Kite Property) means Kite Enterprises Pty Ltd (RLA 204004) and their respective consultants, employees and agents;

Corporation means Community Corporation No. 42654 constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Corporation appointed in writing;

Developer means 328 Esplanade Pty Ltd ACN 630 509 278, and includes any related body corporate (as defined by the *Corporations Act 2001 (Cth)*) of that entity that is or becomes involved in the Development;

Development means the construction of a residential apartment building on the Community Parcel comprised of two and three bedroom apartments together with ground floor commercial space, Common Property, car parking and storage areas and known as "328 Esplanade Apartments".

Lot or lot has the meaning given to it in the Act;

Lotholder means the owner of a Lot from time to time;

Lot Subsidiary has the meaning given to it in the Act;

Management Agreement means any agreement appointing the Managing Agent pursuant to Section 75(5) of the Act and Regulation 14 to the Act;

Management Committee means the management committee of the Corporation established pursuant to the Act (if one is established);

Managing Agent means the company for the time being appointed by the Corporation as its managing agent and a reference in these by-laws to the Corporation shall, where there is such a managing agent, be construed as a reference to that managing agent unless the context otherwise requires;

Occupier of a Lot includes, if a Lot is unoccupied, the owner of the Lot;

owner or owners means a registered proprietor or proprietors of a Lot or a person recorded on the relevant register of Lot owners as the proprietors or proprietor of the Lot;

Scheme Description means the scheme description to be prepared and lodged by the Developer in relation to the Development and in accordance with the Act;

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;

Sign means an advertisement, notice, sign or hoarding; and

Proposed Apartment Site means being portion of the land in Certificate of Title Volume 6246 Folio 18.

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 word "person" includes a firm, a body corporate, an association or an authority.
- d. 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.
- e. 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 shall prevail over these by-laws in respect of the person or persons to whom they are given.

- f. Without limiting the foregoing, these by-laws shall be read subject to the right of the Company (Kite Property) to conduct marketing activities on the Common Property until all of the Lots are sold, including (without limitation):
 - i. allowing invitees to have access to the Common Property in the company of a representative of the Company (Kite Property);
 - ii. placing and maintaining on the Common Property sale signs, insignia and other fixtures and fittings for marketing purposes of the Development; and
 - iii. the use of any apartment or apartments constructed on the Community Parcel as a display centre for the sale and promotion of the Development.
- g. Without limiting the foregoing, these by-laws shall be read subject to the rights of the Developer or any builder associated with the Development to carry out the following activities until the Development is completed:
 - i. any surveying, engineering and construction works on the Community Parcel;
 - ii. any repair, rectification or modification works; and
 - iii. any other works associated with the construction and completion of the Development.
- h. 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 2.c;
 - ii. maintenance, upgrading or improvements to the Common Property where the item to be considered exceeds \$10,000.00; 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 the Managing Agent considers reasonably appropriate.

- d. The Corporation may grant or create easements, easements of support, rights of way, encumbrances or the like in respect of any portion of the Common Property, acting reasonably.

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 visitors and invitees.

PART 3 – COMMUNITY PARCEL

4. Prohibited Activities

A person bound by these by-laws must not on the Community Parcel:

- a. 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 his or her visitors to make undue noise in or about the Community Parcel;
- c. interfere or allow his or her visitors to interfere with others' use or enjoyment of their rights in relation to the Community Parcel;
- d. be inappropriately or inadequately clothed in the opinion of the Corporation when upon the Community Parcel so as to be visible from another Lot or the Common Property;
- e. use any language or behave in a manner likely to cause offence or embarrassment to persons in other lots or on Common Property or otherwise engage in conduct that constitutes a nuisance;
- f. damage or deface any building or sign or structure on the Community Parcel;
- g. disobey reasonable directions or requests from an officer of the Corporation;
- h. unless the Scheme Description or these by-laws prescribe or allow otherwise, operate a business of any kind or carry on or conduct any form of commercial activity from any portion of the Community Parcel or otherwise use any portion of the Community Parcel with the exception of the ground floor commercial space for such purposes without the consent of the Corporation;
- i. carry, use, discharge or expose any firearm, explosive, firework, airgun or other weapon;
- j. obstruct any person's lawful access to any Lot or to the Common Property;

- k. park or stand a motor vehicle in a parking space allocated for others or on a part of the Community Parcel on which the parking or standing of motor vehicles is not authorised by the Corporation and the Corporation shall, in addition to any other power, authority, duty and function imposed or conferred upon the Corporation, have the power to tow away any motor vehicle parked or standing in contravention of these by-laws at the expense of the person whose act or default has occasioned such contravention and such person shall indemnify the Corporation in respect of all claims for costs and damages arising out of such actions;
- l. permit any bicycle to be stored other than in the areas of the Common Property designated by the Corporation or the Managing Agent for such purpose (if any) and fitted with bicycle racks;
- m. rollerblade, rollerskate or ride a skateboard;
- n. ride any bicycles or drive any motorised vehicles (other than wheelchairs or vehicles used by handicapped persons or other vehicles approved by the Corporation) except in areas specifically set aside for the purpose;
- o. erect or fix any sign, notice, antenna or other communication equipment 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;
- p. allow any glazed portions of a Lot or the Common Property that surrounds a Lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing;
- q. perform the work of repairing, washing, painting, panel beating or other work of any nature on any vehicle or other equipment (except in any area provided for such activity) provided that this by-law shall not extend to running repairs in the case of breakdown;
- r. paint, finish or otherwise alter the external facade of any building or improvement forming part of the Common Property or a Lot;
- s. 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 or a Lot without the consent of the Corporation except for pot plants, barbeques and outdoor chairs and tables;
- t. subject to any lease, licence or other right granted under by-law 30, 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 written consent of the Corporation;
- u. 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;
 - v. without the prior written consent of either the Corporation or the Managing Agent, have a party or event for more than 15 people in their Lot and/or the Common Property, excluding the ground floor Commercial / Retail tenancy. The owner or Occupier acknowledges that if the Corporation or the Managing Agent does provide its consent then the owner or Occupier will be responsible for all security costs, cleaning cost and other reasonably expenses incurred by the Corporation in relation to or in consequence of the party/event;
 - w. dispose or permit the disposal of cigarette ash, cigarette butts or any other material out any window, over any balcony or in Common Property;
 - x. the Corporation strictly prohibits the posting or erection of any Sign whatsoever in or upon a Lot, the inside or outside of the Building, the grounds surrounding the Building, or the Common Property without the consent in writing of:
 - i. the Community Corporation and
 - ii. any relevant government authority.
 - y. Signs may only be posted or erected in accordance with the written consent of the Corporation and any relevant government authority, and must comply with any conditions of such consent(s);
 - z. the Lotholder, Occupier (or agent of the Lotholder or Occupier) seeking the consent of the Corporation pursuant to by-law x shall provide to the Corporation such information as the Corporation may reasonably require to enable it to determine whether consent will be granted.
 - aa. Except as otherwise provided in these rules, no deviation from this arrangement will be permitted.
 - bb. It shall be a condition of any consent of the Corporation pursuant to by-law x that any Sign shall be produced by a sign-writer approved by the Corporation;
 - cc. The following are strictly prohibited:
 - i. paper or cardboard signs;
 - ii. transfers or stickers;
 - iii. exposed fixings;
 - iv. exposed wiring, ballasts;
 - v. moving or flashing signs;

- vi. animated signs or models;
- vii. "A" frames or similar signs; and
- viii. static or animated signage or images projected onto the glass or other part of the Lot visible from the Common Property.

5. Storage of Flammable Liquids

A Lotholder or Occupier must not:

- a. except with the 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 chemicals, liquids, gases or other material intended to be used for domestic purposes or 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 receptacle or areas (if any) 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.
- c. The following conditions and restrictions apply with respect to rubbish disposal during the delivery or movement of goods and/or furniture to and from a Lot referred to in by-law 18:
 - i. the Corporation will advise the Lotholder or Occupier of the location of the receptacle or area specifically provided for the purpose of waste disposal (**Refuse Area**);
 - ii. all boxes are to be cut down, flattened and placed neatly in the designated area of the Refuse Room;
 - iii. polystyrene is to be broken up and placed in the green bins along with any plastic or binding tape;
 - iv. paper is to be placed in the bins with yellow lids only; and
 - v. hard rubbish, crates or unwanted furnishings are not to be left in the Refuse Area(s), the Building, Common Areas or disposed of in waste bins. The cost of removal and disposal of any hard rubbish, crates or unwanted furnishings

shall be the responsibility of the Lot Holder or Occupier. In the event that hard rubbish is left in those areas, the Corporation may dispose of the hard rubbish at the cost of the Lot Holder or Occupier in all respects.

7. Support and Provision of Services

Except for the purposes of maintenance and renewal and with the written consent of the Corporation, a Lotholder or Occupier 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.

8. Use of Community Lots

- a. A Lotholder or Occupier must not without the consent of the Corporation operate any business of any kind:
 - i. on any Community Lot, Lot Subsidiary or Common Property except with the consent of the Corporation and in accordance with the conditions imposed by the Corporation; or
 - ii. unless the Scheme Description or these by-laws expressly state that the Lot may be used for such purposes; and
- b. unless such Lot situated within the ground floor commercial space and/or such use of the Lot, Lot Subsidiary or Common Property is not otherwise prohibited by law.

PART 4 – COMMON PROPERTY

9. Corporation to Keep Common Property in Good Repair

- 9.1 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, hand rails 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.

10. Prohibited Activities

10.1 A person shall not undertake any of the following activities or do any of the following things on the Common Property:

- i. camp or sleep overnight;
- ii. play cricket, golf or any other game in such a manner as to interfere with the safety or comfort of any other person;
- carry on any business except with the consent of the Corporation;
- iv. sing, busk or play on a musical instrument so as to appear to be for the purpose of entertaining other persons except with the consent of the Corporation;
- v. carry, use, discharge or expose any firearm, explosive, firework, airgun or other weapon;
- vi. obstruct any corridor, hallway, passage or other access way;
- vii. obstruct the lawful use of the Common Property by any person;
- viii. 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;
- ix. 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;
- x. 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 consent of the Corporation;
- xi. damage or interfere with any lawn, garden, tree, shrub, plant or flower on the Common Property;
- xii. use any portion of the Common Property for his or her own purposes as a garden;
- xiii. consume nor permit persons under his or her control to consume alcohol or take glassware onto the Common Property without the consent of the Corporation or the Managing Agent; or
- xiv. throw, roll or discharge any stone, substance or missile to the danger of any person or animal on the Common Property.

11. Security of Common Property

- 11.1 A Lotholder or Occupier of a Lot must not do anything which may prejudice the security or safety of the Common Property.

12. Notification of Defects

- 12.1 A Lotholder or Occupier must promptly notify the Corporation or the Managing Agent on becoming aware of any damage to or defect in the Common Property.

13. Compensation to Corporation

- 13.1 A Lotholder or Occupier 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 his or her respective tenants, licensees or invitees or caused by any pets owned by, cared for or associated in any way whatsoever with that Lotholder or Occupier.

14. Restricted Use of Common Property

The Corporation may take all reasonable steps to ensure the security and to preserve the safety of the Common Property 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 or a parking space 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, firm or company as a means of monitoring the 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 of the Community Parcel to any other level of the Community Parcel.

PART 5 – USE OF COMMUNITY LOTS

15. 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 any tiling on the Lot balcony and, if applicable, any tiling in the bathroom and kitchen of the Lot; and

- e. keep clean all exterior surfaces of glass in windows and doors on the boundary of the Lot including all parts of the balcony that comprise Common Property, unless:
 - i. the Corporation resolves that it will keep the glass or specified party of glass clean; or
 - ii. that glass or part of the glass cannot be accessed by the Lotholder safely or at all.

16. 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, permit or cause on or about the Lot, any act, matter or thing whatsoever which is or may, in the opinion of the Corporation, be a nuisance or 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 access to the Lot for the purpose of carrying out maintenance;
- d. must pay all rates, taxes, charges, outgoings and assessments in respect of his or her 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 his or her Lot;
- f. must, if requested by the Corporation, entrust any repairs and maintenance to the Corporation and shall pay the Corporation's reasonable costs incurred therewith;
- g. 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;
- h. must clear its mailbox of all material at least once every 7 days or arrange for someone else to do so if the Lotholder is absent or unable to do so for more than 7 days. If the Lotholder fails to comply with this by-law, the Corporation may remove such material;
- i. 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 17;
- j. must not do or omit 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 shall ensure that all fire, security and garage

doors are kept locked or secure in an operational state (as the case may be) when not in immediate use;

- k. must take every reasonable precaution when watering plants or flower boxes on any balcony of the Lot to prevent water overflowing upon any other Lot or Lot Subsidiary or the Common Property;
- l. 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;
- m. must not use a hose or high pressured water spraying device to clean the balcony of the Lot;
- n. must take every reasonable precaution to prevent items from blowing or dropping off the balcony of the Lot;
- o. must ensure compliance with fire laws in respect of the Lot; and
- p. must not breach the fire regulations by installing unapproved dead locks or peep holes that would void the Corporation's insurance policy.

17. Renovation and Refurbishment of Lots

- a. A Lotholder or Occupier shall not perform or carry out any external refurbishment, renovation, alterations or additions and works to internal party walls 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 and referral (at the option of the Corporation) to a consultant of its choosing;
 - ii. such person has consulted with the consultant appointed by the Corporation to advise it in respect of such refurbishment, renovation, alterations or additions and paid to the Corporation the costs incurred by the Corporation of engaging such consultant;
 - iii. 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;
 - iv. such person obtains the consent of the Corporation at least fourteen (14) days before the commencement of such refurbishment, renovation, alterations or additions; and
 - v. such person has made prior arrangements with the Corporation in relation to permitting persons such as workers to enter the Lot and ensures that such workers have appropriate current public liability insurance cover.

- b. The Lotholder shall ensure that:
- i. all work is carried out strictly in accordance with the provisions of the consents granted by the Corporation and any government or statutory authority;
 - ii. all work is undertaken by qualified tradespeople in a proper and workmanlike manner;
 - iii. all work is undertaken only between the hours of 8:00 am and 5:30 pm on Mondays to Saturdays other than public holidays;
 - iv. adequate precautions have been taken to ensure that all Common Property is fully protected against damage;
 - v. any damage caused to the Common Property is rectified to the satisfaction of the Corporation and at the cost of the Lotholder;
 - vi. all Common Property areas are left in a clean and tidy condition on the completion of works each day;
 - vii. 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;
 - viii. all appropriate insurance cover in an amount nominated by the Corporation against damage to persons and property which may be caused or may arise out of such refurbishment, renovation, alterations or additions is effected and shall upon request from the Corporation, provide the Corporation with a copy of such insurance policy or cover;
 - ix. 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;
 - x. all rubble or refuse arising from the performance of such refurbishment, renovation, alterations or additions must not be disposed of in domestic garbage bins but must be disposed of as directed by the Corporation; and
 - xi. 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 the existing floor covering with a hard surface floor covering, then except where such person has obtained the consent of the Corporation, the person must install 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, "refurbishment, renovation, alterations or additions" in relation to a Lot shall, without limiting their generality, include the following:
- 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 any structural or Common Property concrete wall or slab construction;
 - iv. the installation, removal or replacement of any tiling to any balcony, bathroom, laundry or the floors and walls of any other part of the Lot;
 - v. the installation, removal or replacement of any timber flooring, carpets or other floor covering to the floor of 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.
- d. Save and except for any refurbishment, renovation, alterations or additions expressly authorised pursuant to by-law 15 or by-law 17 hereof and performed or carried out in accordance with by-law c, a person bound by these by-laws shall not 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.

18. Moving Articles to and from Lots

The Lotholder or Occupier of a Lot 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 approval of and must be delivered under the supervision of the Corporation;
- b. goods and/or furniture shall not be delivered or moved to and from a Lot other than with the prior written approval of the Corporation, and in accordance with any directions of the Corporation;
- c. the approval of the Corporation referred to in by-laws a and b must be sought at least forty-eight (48) hours prior to the intended delivery or movement of goods and/or furniture to and from a Community Lot. Approval is to be sought by contacting the Corporation's representative Community as otherwise notified by the Corporation in writing;
- d. delivery or movement of goods and/or furniture to and from a Community Lot is to be completed between 9.00am and 4.00pm on weekdays and between 10.00am and 4.00pm on Saturdays, Sundays or public holidays;
- e. goods and/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 the Occupier;

- f. the Lotholder or Occupier is responsible for the cleanliness of and any damage to Common Property including but not limited to the entry foyers, all floor corridors, carpets and walls caused by the act or omission of the Lotholder or the Occupier or their invitees, agents or removalists. An inspection will be completed at the conclusion of the movement or delivery of goods or furniture by a representative of the Corporation and an account rendered to the Lotholder or Occupier for any repairs or cleaning required as a result of such act or omission;
- g. care must be taken to ensure that any fire detector or sprinkler heads are not struck by any object whatsoever. The Lotholder or Occupier of a Lot will be responsible for any resulting alarm and call-out charge;
- h. moving trucks are permitted to park in the zone designated by the Corporation only for the purpose of facilitating the delivery or movement of goods and/or furniture (subject to availability);
- i. if the Lotholder or Occupier intends to engage a removalist, a copy of the removalist's Public Liability Certificate of Currency must be provided to the Corporation prior to the date of engagement. A failure to provide the professional removalist's Public Liability Certificate will result in the removalist being prohibited from entering the Building;
- j. the Lotholder or Occupier must advise the removalist of the following requirements:
 - i. vehicles must be parked in the zone designated by the Corporation and must not block any road way; and
 - ii. furniture or goods must not be stacked or placed against in the main entry foyer, or rear lobby or in any Common Areas on any level of the Building;
 - iii. where possible, removalists should take cardboard boxes and packing away with them. The Lotholder or Occupier of the Lot must otherwise ensure that all cartons and packing are deposited in the refuse areas provided;
 - iv. the entry foyers, all floor corridors, carpets and walls must be left in a clean and tidy condition after delivery or movement of goods or furniture is complete;
 - v. care must be taken to ensure that any fire detector or sprinkler heads are not struck by any object; and
 - vi. nothing is to be placed in front of stairwell entrances, service cupboards or fire doors.

19. Pets and Animals

- a. A Lotholder or Occupier may keep up to one small household animals in his or her Lot without the consent of the Corporation provided always that the Lotholder or Occupier must:

- i. do all things as is reasonably necessary to care and provide for the animal;
 - ii. keep the animal under control at all times and minimise any noise made by the animal; and
 - iii. must comply with all statutory requirements and regulations in respect of the animal.
- b. A Lotholder or Occupier must not keep any animal in his or her Lot (other than an animal which is permitted by the Act or by-law a) unless the written consent of the Corporation has been obtained.
- c. If any animal causes a nuisance, the Corporation may give notice to the Lotholder or Occupier to remove the animal from the Lot or the Common Property (or both). The Lotholder or Occupier must remove the animal from the Lot or Common Property immediately upon receipt of the notice from the Corporation.
- d. A Lotholder or Occupier must ensure that any animal in his or her control does not urinate or defecate on the Common Property.
- e. Nothing in this by-law shall:
 - i. prevent or prohibit a Lotholder or Occupier of a Lot who has a disability from keeping a relevant animal on the Lot or restrict the use of a relevant animal if the relevant animal is trained to assist the Lotholder or Occupier in respect of that disability; nor
 - ii. prevent a visitor to the Community Parcel who has a disability from using a relevant animal trained to assist the visitor in respect of that disability,
- f. Nothing in this by-law shall permit a Lotholder or Occupier to keep an animal in his or her Lot which is a "guard dog" or a "prescribed dog" pursuant to the *Dog & Cat Management Act 1995 (SA)* (as may be amended from time to time).
- g. For the purposes of this by-law:
 - i. **assistance animal** has the same meaning as in the *Equal Opportunity Act 1984 (SA)*;
 - ii. **relevant animal** means an assistance animal and a therapeutic animal;
 - iii. **small household animal** shall mean and include (but is not limited to) household dogs and cats (of such breed which is unlikely to exceed 15kg once fully grown), household birds, fish and reptiles; and
 - iv. **therapeutic animal** has the same meaning as in section 88A of the *Equal Opportunity Act 1984 (SA)*.

20. Leasing

- 20.1 Where a Lotholder leases a Lot, the Lotholder must, upon request inform the Corporation of the identity of the lessee and the essential terms and conditions of the lease. A Lotholder must not lease his or her Lot for commercial purposes (excluding the ground floor commercial / retail lots) and must, at its own cost and expense, effect all insurance policies as may be reasonably required as a result of the Lotholder leasing the Lot.

21. Change in Ownership

- 21.1 A Lotholder must immediately notify the Corporation of any change in ownership of the Lot, any change in address of a Lotholder or any change in the occupancy of the Lot.

22. 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 outside the Community Parcel or wholly within the Lot so as to not cause a disturbance to other persons on the Community Parcel;
- b. must not display 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.

23. Right to enter a Lot

The Corporation shall be permitted by each Lotholder or Occupier and shall have the right between 9am and 5pm on any business day and upon giving the Lotholder or the Occupier not less than seven (7) days notice (except in cases of emergency when no such notice shall be required), to enter upon a Lot for the purpose or in the course of carrying out the functions or duties of the Corporation or exercising its powers which, without limiting the generality of the foregoing, shall be deemed to include the power:

- a. to inspect a Lot;
- b. to carry out maintenance repairs or work; and

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.

24. Observance of By-laws

- a. Where these by-laws restrict the behaviour or activity of a Lotholder or Occupier 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 shall take all reasonable steps to ensure that his or her visitors or invitees comply with the provisions of these by-laws and in the event of his or her inability for any reason to ensure such compliance by any such visitor or invitee, he or she shall thereupon ensure that such visitor or invitee leaves the Community Parcel.

24.4 The Lotholder of a lot which is the subject of a lease or licence agreement or is otherwise occupied by a party other than the Lotholder shall take all reasonable steps, including any action available to him or her under any lease, licence or other agreement, to ensure that any lessee or licensee or other occupier of the lot or their visitors or invitees comply with the provisions of these by-laws and without limiting the generality of the foregoing shall:

24.4.1 ensure that it shall be a term of every such lease, licence or other agreement that the lessee or licensee or other occupier of the lot complies with the provisions of these by-laws;

24.4.2 provide every lessee or licensee or other occupier of the lot with a copy of these by-laws and shall in addition ensure that in the event that any such lease, licence or other agreement shall be in writing that a copy of these by-laws is annexed thereto; and

24.4.3 provide to the Corporation on request the name, address and any contact telephone or facsimile numbers of any lessee, licensee or other occupier of the lot.

25. 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 for 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; and
- b. occupy, 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.

26. Corporation may make Rules

- 26.1 The Corporation or the Managing Agent may make rules relating to the Common Property not inconsistent with these by-laws and they shall be observed by the Lotholders and his or her 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.

27. Removal of Persons

- 27.1 The Corporation may remove any person from a part of the Community Parcel who is found committing a breach of a by-law in that part.

28. Letting Services

- 28.1 The Corporation may enter into an agreement granting to a third party the right to conduct a letting service business from within the Community Parcel and for all other ancillary services on such terms and conditions as may be approved by the Corporation acting reasonably (including without limitation the right for the Developer to sell, assign, lease or licence such letting service business to any third party at its discretion).

29. Window Coverings

- a. A Lotholder or Occupier may install window furnishings to the interior of any windows or balconies in accordance with any one of the following three (3) specifications or equivalent material without the need to obtain the consent of the Corporation:
- i. Internal Sunscreen Roller Blind: Shaw Blind Fabrics, Duo Screen – White Grey.
 - ii. Internal Blackout Roller Blinds: Shaw Blind Fabrics, Duo Block – Dove.
 - iii. Balcony Blinds: Ricky Richards, Outlook Mode 553 – Blackstone
Headbox and side rails: Shale Grey

Lot holders are responsible for any authority approvals associated with external blinds.

- b. Window treatments which do not meet the above description must not be installed except with the prior written consent of the Corporation and if installed without such consent must be removed immediately upon demand by the Corporation to do so.

30. Lease of Common Property

30. Subject to the provisions of the Act, the Corporation may grant a lease, licence or permit of a portion of, or grant or extinguish easements, easements of support, rights of way, encumbrances or the like, and enter into management agreements or other agreements over the Common Property on such terms and conditions as the

Corporation deems appropriate in favour of one or more Lotholders, Occupiers or other businesses and members of the public including without limitation other occupiers of the Proposed Apartment Site.

PART 6 – GENERAL

31. Insurance

- a. Each Lotholder must effect their own third party property, bodily injury and public risk insurance on the Lot extending to cover any person occupying the Lotholder's Lot.
- b. The policy of insurance to be effected by each Lotholder must be issued by a reputable company approved by the Corporation and extend to those risks the Corporation in its absolute discretion may require, the minimum requirement being that such a policy of insurance shall give cover for loss or damage to property or person of third parties to a minimum of \$10,000,000 in respect of any one accident or event which sum shall be increased as reasonably directed by the Corporation or the Managing Agent from time to time.
- c. Each Lotholder must supply the Corporation with proof of insurance by providing a copy of the Lotholder's current receipted insurance schedule or policy on request.
- d. The Corporation shall effect such insurance of the Common Property as is required under the Act including:
 - i. building and other improvements on the Common Property for their full replacement value; and
 - ii. public liability in the sum of no less than \$10,000,000.00 in respect of any one accident or event which sum shall be increased as reasonably directed by the Corporation or the Managing Agent from time to time.
- e. Each Lotholder shall be responsible for their proportion of the insurance of the Common Property and any building on the Community Parcel taken out by the Corporation.
- f. Each Lotholder must not permit any of their invitees to do anything that may prejudice, void or increase any premium payable under insurance effected by the Corporation.
- g. The Corporation will ensure that sufficient funds are obtained for the contributions payable by the Lotholders to enable payment of the premium for the policy of insurance effected by the Corporation.

32. 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 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 32.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.
- 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 that 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.

33. Services

- 30.1 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.

34. Sinking Fund

- a. The Corporation may 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 34:
 - 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.

35. Complaints and Applications

- 35.1 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.

36. Security Keys

- a. The Corporation will determine the number of Security Keys it provides to each Lot free of charge, if any.
- 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 and must take all reasonable precautions, 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 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 disposed of otherwise than by returning it to the Corporation.

- e. A Lotholder or Occupier must promptly notify the Corporation if a Security Key issued is lost or destroyed.

37. 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 in its absolute discretion (unless any by-laws provide to the contrary) 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.

38. Provision of amenities or services

- a. The Corporation may by Special Resolution determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the owners or Occupiers of one or more of the Lots or to the Corporation:
 - i. cleaning;
 - ii. garbage disposal and recycling services;
 - iii. security services;
 - iv. communications;
 - v. telecommunication services (for example, cable television);

- vi. technology; and
- vii. intranet and internet services.

- b. If the Corporation makes a Special Resolution referred to in by-law a to provide a service or amenity to a Lot or to the owner or Occupier of a Lot or to the Corporation, it must indicate in the Special Resolution the amount for which, or the conditions which, it will provide the service or amenity.

39. Elevators

- 39.1 Without limiting the provisions of by-law 18, elevators installed within the Building must be used only in accordance with the size and weight specifications displayed on the elevator walls by the manufacturer and no Occupier, owner or visitor to the Building may use such elevator contrary to those specifications.

40. Offences

- 40.1 A person who contravenes or fails to comply with the provisions of these by-laws is guilty of an offence. The maximum penalty for the breach of any of these by-laws is \$500.00 or such other maximum amount as may from time to time be provided for by Section 34(3)(e) of the Act.

41. Breach

- 41.1 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.

42. Waiver

- 42.1 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.

43. Notice

- 43.1 Any notice required to be served under these by-laws shall be sufficiently served on the Lotholder if sent by email to the email address of the Lotholder as advised by that Lotholder in writing or hand delivered or sent by prepaid post to the address of the Lotholder as advised by that Lotholder in writing and shall be deemed to be sufficiently given:
 - i. in the case of email on the date of transmission by the sender provided that the sender shall not receive a message indicating non receipt of the email;
 - ii. in the case of hand delivery on the date of delivery; or

- iii. in the case of prepaid post two (2) business days after being sent by prepaid post.

In the event that the Lotholder has not provided an email or postal address to the Corporation, then notice shall be deemed to be sufficient given if left on the Lot addressed to the Lotholder.

44. Voting at General Meetings by Lotholders

- 44.1 Subject to the Act, each Lotholder holds 1 vote on any matter arising for decision at a general meeting of the Corporation.

ADDITIONAL NOTES AVAILABLE

Orig. **LF 13682191**



11:58 15-Dec-2021
3 of 3

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

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

FORM APPROVED BY THE REGISTRAR-GENERAL

SERIES NO	PREFIX
3	LF

AGENT CODE

LODGED BY:

CORRECTION TO:

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

PICK-UP NO.	
CP	

CORRECTION	PASSED
16 DEC 2021	
FILED	
 REGISTRAR-GENERAL	

pro



PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

COMMUNITY TITLES ACT 1996

SCHEME DESCRIPTION

COMMUNITY PLAN No. 42654

FOR

328 Esplanade Apartments

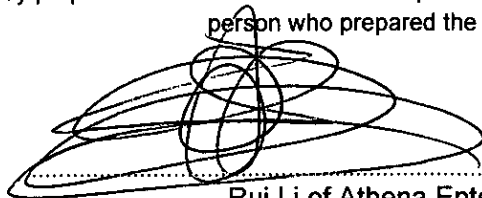
328 Esplanade Moana SA 5169

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.

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the bottom.

Rui Li of Athena Enterprises
Registered Conveyancer
109A Archer Street North Adelaide

**COMMUNITY SCHEME DESCRIPTION
COMMUNITY PLAN NO. 42654**

INDEX

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1. Definitions/Interpretation

In this Scheme Description:

- 1.1 A term which is defined by the Act has the definition given to it in the Act;
- 1.2 **Act** means the *Community Titles Act 1996*;
- 1.3 **Building** means the three (3) level building comprising apartments together with any associated balconies, car courtyards and common property;
- 1.4 **Common Property** means the Common Property created by the Community Plan;
- 1.5 **Community Parcel** means the portion of the land comprised in Certificate of Title Register Book Volume 6246 Folio 18;
- 1.6 **Community Plan** means Community Plan No. 42654;
- 1.7 **Corporation** means Community Corporation No. 42654 Incorporated;
- 1.8 **Developer** means 328 Esplanade Pty Ltd ACN 630 509 278 and includes any related body corporate (as defined by the Corporations Act 2001) of the foregoing entity that is or becomes involved in the Development and/or the Project, as the case may be;
- 1.9 **Development** means the development of Community Lots in accordance with clause 5 of this Scheme Description and development of the Common Property in accordance with clause 6 of this Scheme Description;
- 1.10 **Development Approval** means the approval as amended or varied from time to time granted under the *Planning, Development and Infrastructure Act 2016* by the Development Assessment Commission as the relevant development authority pursuant to Development No. 145/C497/21/001;
- 1.11 singular includes plural and plural includes singular; and
- 1.12 headings do not affect interpretation.

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

- 2.1 The Community Parcel and the Community Lots and Common Property into which the parcel is to be divided the portion of the land in Certificate of Title Volume 6246 Folio 18 being the property located at 328 Esplanade Moana SA 5169 and known as "328 Esplanade Apartments".
- 2.2 The community plan is a plan to divide the Community Parcel into 21 community lots (**Community Lots**) comprising 1 commercial lot, 20 residential lots and Common Property.
- 2.3 There are no development lots.

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

3.1 The Community Lots shall be used for residential purposes and storage and car parking associated with residential use.

3.2 The Common Property is intended to be used for the purpose of providing:

- (a) access to the Community Lots and lot subsidiaries including entrance areas, walkways, ramps, driveways, passages and stairways;
- (b) lobby;
- (c) elevators and elevator shafts;
- (d) loading facilities;
- (e) garbage disposal and recycled green waste facilities;
- (f) storage areas and mail boxes;
- (g) car parks;
- (h) fire control;
- (i) airlocks and ducts;
- (j) communications and service infrastructure;
- (k) signage;
- (l) service areas including a storm water system;
- (m) services including meter reading, repairs and maintenance; and
- (n) for other uses approved by the Corporation from time to time.

4. Standard of Buildings and Other Improvements

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

4.2 Any additional buildings or improvements, or alterations or additions to existing buildings or improvements, or replacement of existing buildings or improvements, whether on Community Lots or Common Property, shall be located, designed and constructed in a manner and to a standard consistent with the buildings and improvements undertaken by the Developer.

5. Development of Community Lots

- 5.1 The Developer has developed a four (4) level building on the Community Parcel and developed the Common Property in accordance with the Development Approval.
- 5.2 The standard of the work performed and the materials used on the Community Lots is of a fair average standard with a higher standard of internal apartment finishes as the Developer, using reasonable endeavors, has determined.

6. Development of the Common Property

- 6.1 It is intended that the Common Property will be comprised of any one or more of the following:
- (a) the external structures of the Building constructed on the Community Parcel;
 - (b) walkways, stairways, driveways, pathways, passages, mail boxes, carpark, storage areas and entrance areas for access to the Community Lots and lot subsidiaries;
 - (c) elevators and elevator shafts;
 - (d) garbage disposal and recycled facilities and other waste facilities;
 - (e) a stormwater system and pump out system;
 - (f) signage;
 - (g) hot water system(s);
 - (h) storage areas including but not limited to storage for services, plant and equipment;
 - (i) communications area on the ground floor;
 - (j) main switchboard area on the ground floor;
 - (k) lobby area on the ground floor;
 - (l) common landscape areas;
 - (m) provision for service infrastructure including but not limited to fire hydrant, fire stairs, fire panel and water meter; and
 - (n) lighting on the Common Property.
- 6.2 The Developer has constructed the improvements referred to in clause 6.1 on the Common Property. Any such construction shall be in accordance with the Development Approval.

6.3 The standard of the work to be performed and the materials to be used on the Common Property are of a fair average standard with a higher standard of internal apartment finishes as the Developer, using reasonable endeavors, has determined and such works (if undertaken by the Developer) will be undertaken prior to the expiry of the Development Approval or granted extensions thereof.

6.4 The Developer shall be under no obligation to further develop the Lots or Common Property once the Development has been substantially completed.

7. Conditions of Development Imposed Pursuant to the Planning, Development and Infrastructure Act 2016

The division of the Community Parcel and construction of the building are subject to conditions imposed by the relevant development authority pursuant to the Development Approval.

These conditions are annexed.

8. Other Important Features of this Scheme

8.1 Telecommunications Leases

A portion of the roof may be leased to:

- (a) owners of Lots and/or occupiers of Lots for the purpose of erecting, maintaining and operating communications equipment, telecommunications equipment and/or television receiving devices that the Lotholder and/or occupier may require. Any installed device must not be visible from street level.

8.2 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 owners of Community Lots.

8.3 Air conditioning Units

Air conditioning units are proposed to be located on certain section of the common property and must not be located on roofs or balconies.

9. Apportionment of contributions

Any costs imposed by the Corporation which are attributable to or in respect of services, parts or facilities of the Common Property that are not for the benefit of or used by all Lots, but are used exclusively for the benefit of particular owners or occupiers of Lots shall be imposed on the owners or levied upon the Lots that have the use or benefit of those particular services, parts or

facilities of the Common Property in such proportions as the Corporation shall determine (acting reasonably).

10. Other Information Required by the Regulations to the Community Titles Act 1996

No other information is required by the regulations.

Terms of Instrument not
checked by Lands Titles Office

SCHEME DESCRIPTION
Development No. 145/C497/21/001

Endorsement by Relevant Development Authority

The City of Onkaparinga hereby endorses this Scheme Description in accordance with section 14(4)(d) of the *Community Titles Act 1996*.

1. All the consents or approvals required under the *Planning, Development and Infrastructure Act 2016* in relation to the division of the land (and a change in use of the land (if any)) in accordance with the Scheme Description and Plan of Community Division have been granted.
2. This endorsement does not limit a relevant authority's right to refuse, or to place conditions on, development authorisation under the *Planning, Development and Infrastructure Act 2016* in relation to any other development envisaged by this Scheme Description.

This Scheme Description is endorsed by the City of Onkaparinga.

Signed

 KYLE TAPSLOTT - SENIOR DEVELOPMENT
OFFICER (PLANNING)

Witness



Date

7/12/21

Terms of Instrument not
checked by Lands Titles Office

SCHEME DESCRIPTION
Development No. 145/C497/21/001

**Annexure A – Land Division (Community Title) Approval Development No.
145/C497/21/001**

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DECISION NOTIFICATION FORM

Section 126(1) of the Planning, Development and Infrastructure Act 2016

TO THE APPLICANT(S):

Name: Dock One Pty Ltd
Postal address: C/- Alexander Symonds Pty Ltd, PO Box 1000 Kent Town SA 5071
Email: dmaasdorp@alexander.com.au

IN REGARD TO:

Development application no.: 21027817	Lodged on: 16 Sep 2021
Nature of proposed development: 20A2252.PCCOM Community Title creating 20 additional allotments. Building Approval issued and buildings nearing completion.	

LOCATION OF PROPOSED DEVELOPMENT:

Location reference: 328 ESPLANADE MOANA SA 5169		
Title ref.: CT 6246/18	Plan Parcel: D3752 AL353	Council: CITY OF ONKAPARINGA

DECISION:

Decision type	Decision (granted/refused)	Decision date	No. of conditions	No. of reserved matters	Entity responsible for decision (relevant authority)
Planning Consent	Granted	23 Nov 2021	1	0	Assessment Manager at City of Onkaparinga
Land Division Consent	Granted	23 Nov 2021	3	0	Assessment Manager at City of Onkaparinga
Development Approval - Planning Consent; Land Division Consent	Granted	23 Nov 2021	4	0	City of Onkaparinga

FROM THE RELEVANT AUTHORITY: City of Onkaparinga
Date: 23 Nov 2021

CONDITIONS

Planning Consent

All development shall be completed and maintained in accordance with the plan(s) and documents submitted with and forming part of the development application except where varied by the following condition(s).

Land Division Consent

Condition 1

The common property area(s) and relevant services including:

- electricity
- water

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Section 126(1) of the Planning, Development and Infrastructure Act 2016

TO THE APPLICANT(S):

Name: Dock One Pty Ltd
Postal address: C/- Alexander Symonds Pty Ltd, PO Box 1000 Kent Town SA 5071
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FROM THE RELEVANT AUTHORITY: City of Onkaparinga
Date: 23 Nov 2021

CONDITIONS

Planning Consent

All development shall be completed and maintained in accordance with the plan(s) and documents submitted with and forming part of the development application except where varied by the following condition(s).

Land Division Consent

Condition 1

The common property area(s) and relevant services including:

- electricity
- water

- drainage/stormwater
- effluent
- driveway and car parking areas
- telecommunications
- gas (if relevant)

shall be established in accordance with recognised engineering practice in accordance with the plan(s) submitted in the application (145/reference here) and prior to the occupation of the relevant dwellings relying on these services. Together with the landscaping, the common property and services shall be maintained in good condition at all times. If the developer does not complete the common property, this work and expense will become the responsibility of the subsequent purchasers of the community allotments.

Conditions Imposed by SPC Planning Services under Section 122 of the Act

Condition 2

Payment of \$158,160.00 into the Planning and Development Fund (20 allotment/s @ \$7,908.00 /allotment). Payment may be made via credit card (Visa or MasterCard) online at plan.sa.gov.au, over the phone on 7109 7018, or cheques may be made payable to the State Planning Commission, marked "Not Negotiable" and sent to GPO Box 1815, Adelaide 5001.

Condition 3

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

ADVISORY NOTES

General Notes

1. No work can commence on this development unless a Development Approval has been obtained. If one or more consents have been granted on this Decision Notification Form, you must not start any site works or building work or change of use of the land until you have received notification that Development Approval has been granted.
2. Appeal rights – General rights of review and appeal exist in relation to any assessment, request, direction or act of a relevant authority in relation to the determination of this application, including conditions.
3. A decision of the Commission in respect of a development classified as restricted development in respect of which representations have been made under section 110 of the Act does not operate—
 - a. until the time within which any person who made any such representation may appeal against a decision to grant the development authorisation has expired; or
 - b. if an appeal is commenced—
 - i. until the appeal is dismissed, struck out or withdrawn; or
 - ii. until the questions raised by the appeal have been finally determined (other than any question as to costs).

Planning Consent

Advisory Note 1

Whilst not administered by Council, the provisions of the Fences Act 1975 may apply to any works proposed affecting boundary fences, including requirements for consultation and notification of adjoining owners. It is recommended that your obligations under the Fences Act are confirmed prior to any works affecting boundary fences (existing or proposed).

Advisory Note 2

Conditions of previous consents continue to apply to the subject land, unless expressly varied by this consent.

Advisory Note 3

The land owner/developer is responsible for ensuring that building work is sited in the approved position. This may necessitate a survey being carried out by a licensed land surveyor. Allotment boundaries will not be certified by council staff; however council may enforce removal of any encroachments over council land.

Land Division Consent

Please note this division will result in changes to current property addresses. Please contact a Business Support officer on 8384 0666 for confirmation.

CONTACT DETAILS OF CONSENT AUTHORITIES

Name: City of Onkaparinga	Type of consent: Planning and Land Division
Telephone: 0883840666	Email: pdiapplications@onkaparinga.sa.gov.au
Postal address: PO Box 1, Noarlunga Centre SA 5168	

For your information:

Section 187 certificate update request free of charge (One Update):

Penalties and interest, property charges, payments or dishonoured payments can impact account balances daily.

To assist with financial adjustments as close as practicable to the date of settlement, your Section 187 certificate will now be valid for 90 days. Within this period we will offer one update request without charge. This update is to be obtained via the online portal.

It is important to note all searches advise when fines/interest will be applied. When receiving your update search, should it be evident that further penalties will be applied prior to settlement, you will need to still consider these additional amounts as part of your settlement statement calculations.

Please Note: The above 90 day extension is applicable only to Section 187 certificates. Section 7 certificates still remain valid for a 30 day period only.

BPAY biller code added to searches to enable electronic settlement of funds

Our BPAY biller code is now detailed on each search, enabling settlement funds to be disbursed to us electronically. Please note that this is our preferred method payment and we request that you cease the use of cheques to affect settlement.

How to advise us of change of ownership?

To also assist with the reduction of duplication of information being received from various agencies i.e. conveyancers and the Lands Titles Office (LTO), we are advocating that the Purchaser's Conveyancer to advise the change of ownership by following the below:

If you are using e-conveyancing to affect a sale, please only issue advice to us if the mail service address is different to what was lodged via the transfer at the LTO. We update ownership details including the mailing address in accordance with the advice provided by the Valuer General. We have amended this change to align with SA Water practices and to provide an improved customer experience overall.

If lodging in person at the LTO – Please send the change of ownership advice to us via mail@onkaparinga.sa.gov.au.

Electronic settlement of funds is still preferred.

LOCAL GOVERNMENT RATES SEARCH

TO: Form 1 On Frome
147 Frome St
ADELAIDE SA 5000

08 April 2026

DETAILS OF PROPERTY REFERRED TO:

Property ID : 84169
Valuer General No : 8614316313
Valuation : \$910,000.00
Owner : A D S A Consultants Pty Ltd
Property Address : 18/328 Esplanade MOANA SA 5169
Volume/Folio : CT-6263/965
Lot/Plan No : Community Plan Parcel 18 CP 42654
Ward : 01 South Coast Ward

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.

Opening balance (as of 30 Jun 2025) including rates, fines and interest, block clearing charges and legal fees \$0.00

Postponed Amount in Arrears \$0.00

Rates for the current 2025-2026 Financial Year applicable from 01 July 2025:

Total Rates Levied 2025-2026 \$2,344.48

Less Council Rebate. The Council Rebate ceases on sale and a pro-rata calculation will apply to the date of sale \$0.00

Fines and interest charged in the current financial year (2% fine when rates first become overdue and interest applied per month thereafter at LGA-prescribed rate) \$0.00

Postponed Interest \$0.00

Less paid current financial year -\$1,758.48

Overpayment \$0.00

Legal Fees (current) \$0.00

Refunds, Rates Remitted, Small Balance Adjustments or Rate Capping \$0.00

Rebate

Balance - rates and other monies due and payable \$586.00

Property Related Debts \$0.00

BPAY Biller Code: 421503

TOTAL BALANCE

\$586.00

Ref: 1100490841691

AUTHORISED OFFICER

Kate Vonow

This statement is made the 08 April 2026

IMPORTANT INFORMATION REGARDING SEARCHES

Form 1 On Frome
147 Frome St
ADELAIDE SA 5000

Attention Conveyancers

○ **Section 187 certificate update request free of charge (One Update):**

- Penalties and interest, property charges, payments or dishonoured payments can impact account balances on a daily basis.

To assist with financial adjustments as close as practicable to the date of settlement, your **Section 187 certificate will now be valid for 90 days**. Within this period Council will offer one update request without charge. This update is to be obtained via the online portal.

It is important to note all searches advise when fines/interest will be applied. When receiving your update search, should it be evident that further penalties will be applied prior to settlement, you will need to still consider these additional amounts as part of your settlement statement calculations.

Please Note: Section 7 certificates remain valid for a 30 day period only.

○ **BPAY biller code added to searches to enable electronic settlement of funds**

- Our BPAY biller code is now detailed on each search, enabling settlement funds to be disbursed to Council electronically. Please note that this is Council's preferred method payment and we request that you cease the use of cheques to affect settlement.

○ **How to advise Council of change of ownership?**

To also assist with the reduction of duplication of information being received from various agencies i.e. conveyancers and the Lands Titles Office, we are advocating that the **Purchaser's Conveyancer** to advise the change of ownership by following the below:

- If you are using e-conveyancing to affect a sale, please **only issue advice to Council if the mail service address is different to what was lodged via the transfer at the LTO**. Council's new practice is to update ownership details including the mailing address in accordance with the advice provided by the Valuer General. Council has amended this change to align with SA Water practices and to provide an improved customer experience overall.
- If lodging in person at Lands Title Office – Please send the change of ownership advice to Council via mail@onkaparinga.sa.gov.au. Electronic settlement of funds is still preferred.

Yours sincerely

City Of Onkaparinga

Telephone (08) 8384 0666

Certificate No: S71973/2026

Property Information And Particulars

In response to an enquiry pursuant to Section 7 of the

The Land & Business (Sale & Conveyancing) Act, 1994

TO: Form 1 On Frome
147 Frome St
ADELAIDE SA 5000

DETAILS OF PROPERTY REFERRED TO:

ASSESSMENT NO	:	120273
VALUER GENERAL NO	:	8614316313
VALUATION	:	\$910,000.00
OWNER	:	A D S A Consultants Pty Ltd
PROPERTY ADDRESS	:	18/328 Esplanade MOANA SA 5169
VOLUME/FOLIO	:	CT-6263/965
LOT/PLAN NUMBER	:	Community Plan Parcel 18 CP 42654
WARD	:	01 South Coast Ward

Listed hereafter are the *MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES* in alphabetical order of *SCHEDULE 2*, Division 1 to which Council must respond according to *TABLE 1* of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT 1994*.

In addition, Building Indemnity Insurance details are given, if applicable, pursuant to *SCHEDULE 2*, Division 2 to which Council must respond according to *TABLE 2* of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT 1994*.

The information provided indicates whether any prescribed encumbrances exist on the land, which has been placed/imposed by, or is for the benefit of Council.

All of the prescribed encumbrances listed herein are answered solely in respect to a statutory function or registered interest of the Council, and do not infer any response to an enquiry on behalf of other persons or authorities.

Where a prescribed encumbrance requires a dual response, as described by *TABLE 1*, of *SCHEDULE 2*, of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT, 1994*, the enquirer should also refer a like enquiry to the Department for Transport Energy and Infrastructure.

Pursuant to the provisions of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALES AND CONVEYANCING) ACT, 1994*, Council hereby provides the following information in response to your enquiries:

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.

Development Act 1993 (repealed)

Section 42

Condition (that continues to apply) of a development authorisation

YES

Application Number

145/409/2019

Description

Construction of a three storey mixed use building comprising a shop on ground level and 20 apartments, carparking and landscaping ***Planning Only***

Decision

Approved - Refer to Variation/Stage

Decision Date

24 June 2019

Development Plan Consent Conditions

1. The reserved matters from the Development Plan Consent dated 24 June 2019 have been satisfied and are now replaced with the following conditions:
 - a. Stormwater shall be completed in accordance with the stormwater management plan details approved by councils Senior Stormwater Engineer on 5 November 2020.
 - b. A stormwater quality levy is required to be paid by the applicant/ developer for not meeting stormwater quality target requirements, as per the Stormwater Management Design Guide dated Nov 2019. The applicable rate for this development is \$18,955 per hectare of developable land, to be paid prior to the certificate of occupancy for the development
 - c. A final landscaping plan for the site and adjacent council land, including the verge and stormwater drainage works for the Nashwauk Crescent Reserve swale, shall be provided for the approval of council. The approved landscaping shall then be established within 3 months of the certificate of occupancy (or later if approved by council). The verge plans shall include footpath details and indigenous plants to avoid contaminating the provenance of the planting undertaken on the western side of the carpark to stabilise the dune, and removal of the Gazanias (a proclaimed weed) from the verge to the south. The plant species could be arranged in a formal manner to reflect the adjacent built form, and council can provide a planting guide of suitable species for coastal areas. Verge landscaping shall then be maintained and replaced by the owners of the development to the reasonable satisfaction of council.
 - d. Vegetation reinstatement works for the Nashwauk Crescent Reserve swale for stormwater drainage shall be approved and completed to the reasonable satisfaction of council, prior to the certificate of occupancy for the development.
 - e. Plant equipment and air-conditioning units shall be completed in accordance with the plans provided with the Building Rules Consent.
 - f. The driveway entrance shall be completed and match in with council land to the reasonable satisfaction of council prior to the certificate of occupancy.
 - g. Waste management and collection arrangements shall be in accordance with the application details. This includes adequate provision and appropriate management for all occupants of general waste, recycling and green/food organics, with private collection arrangements of sufficient frequency, all to the reasonable satisfaction of council.
2. All development shall be completed in accordance with and maintained in accordance with the plan(s)
 - Future Urban Planning Report dated 21 February 2019
 - Aplin Cook Gardner drafted drawings SK002 SK013 dated 19 February 2019 and documents submitted with and forming part of the development application, except where varied by the following condition(s).
3. During construction and at all times thereafter, stormwater generated from the development shall be diverted away from all buildings, shall not pond against or near the footings and shall not be discharged or flow onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a council approved stormwater drainage system

4. The cafe and dwellings shall not be occupied until all necessary infrastructure has been provided to the site, including but not limited to a formed and sealed driveway, water supply and sewerage services, drainage/stormwater disposal and electricity services.
5. All plants, shrubs, trees and lawn and/or ground cover shall be maintained in good condition at all times and established prior to occupation of the development. Any seriously diseased, dying or dead vegetation shall be promptly replaced to the reasonable satisfaction of council.
6. The driveway and car parking areas shall be paved or surfaced, drained and marked to accepted engineering standards prior to the occupation of the development and shall be maintained in good condition at all times.
7. For compliance with the Coast Protection Boards coastal flooding risk standard, minimum building site and finished floor levels of 2.9 metres and 3.15 metres, relative to the Australian Height Datum, respectively, are required.
8. The ground floor apartments shall be constructed to the relevant Building Code of Australia standards to reasonably enable a change of use and classification to a Class 6 shop.
9. Graffiti shall be removed from any structure on the site at the cost of the applicant or owner within 2 business days of the graffiti being placed on the structure.
10. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
 - prevent silt run-off from the land to adjoining properties, roads and drains
 - control dust arising from the construction and other activities, so as not to, in the opinion of council, be a nuisance to residents or occupiers on adjacent or nearby land
 - ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site
 - ensure that all litter and building waste is contained on the subject site in a suitable covered bin or enclosure, and
 - ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of council, to the occupiers of adjacent land.

Application Number	145/409/2019/1
Description	Construction of a three storey mixed use building comprising a shop on ground level and 20 apartments, carparking and landscaping - Stage 1: All works excluding the external store rooms & canopy
Decision	Approved
Decision Date	06 November 2020

Development Plan Consent Conditions

1. The reserved matters from the Development Plan Consent dated 24 June 2019 have been satisfied and are now replaced with the following conditions:
 - a. Stormwater shall be completed in accordance with the stormwater management plan details approved by councils Senior Stormwater Engineer on 5 November 2020.
 - b. A stormwater quality levy is required to be paid by the applicant/ developer for not meeting stormwater quality target requirements, as per the Stormwater Management Design Guide dated Nov 2019. The applicable rate for this development is \$18,955 per hectare of developable land, to be paid prior to the certificate of occupancy for the development
 - c. A final landscaping plan for the site and adjacent council land, including the verge and stormwater drainage works for the Nashwauk Crescent Reserve swale, shall be provided for the approval of council. The approved landscaping shall then be established within 3 months of the certificate of occupancy (or later if approved by council). The verge plans shall include footpath details and indigenous plants to avoid contaminating the provenance of the planting undertaken on the western side of the carpark to stabilise the dune, and removal of the Gazanias (a proclaimed weed) from the verge to the south. The plant species could be arranged in a formal manner to reflect the adjacent built form, and council can provide a planting guide of suitable species for coastal areas. Verge landscaping shall then be maintained and replaced by the owners of the development to the reasonable satisfaction of council.
 - d. Vegetation reinstatement works for the Nashwauk Crescent Reserve swale for stormwater drainage shall be approved and completed to the reasonable satisfaction of council, prior to the certificate of occupancy for the development.
 - e. Plant equipment and air-conditioning units shall be completed in accordance with the plans provided with the Building Rules Consent.
 - f. The driveway entrance shall be completed and match in with council land to the reasonable satisfaction of council prior to the certificate of occupancy.

- g. Waste management and collection arrangements shall be in accordance with the application details. This includes adequate provision and appropriate management for all occupants of general waste, recycling and green/food organics, with private collection arrangements of sufficient frequency, all to the reasonable satisfaction of council.
2. All development shall be completed in accordance with and maintained in accordance with the plan(s)
 - Future Urban Planning Report dated 21 February 2019
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5. All plants, shrubs, trees and lawn and/or ground cover shall be maintained in good condition at all times and established prior to occupation of the development. Any seriously diseased, dying or dead vegetation shall be promptly replaced to the reasonable satisfaction of council.
6. The driveway and car parking areas shall be paved or surfaced, drained and marked to accepted engineering standards prior to the occupation of the development and shall be maintained in good condition at all times.
7. For compliance with the Coast Protection Boards coastal flooding risk standard, minimum building site and finished floor levels of 2.9 metres and 3.15 metres, relative to the Australian Height Datum, respectively, are required.
8. The ground floor apartments shall be constructed to the relevant Building Code of Australia standards to reasonably enable a change of use and classification to a Class 6 shop.
9. Graffiti shall be removed from any structure on the site at the cost of the applicant or owner within 2 business days of the graffiti being placed on the structure.
10. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
 - prevent silt run-off from the land to adjoining properties, roads and drains
 - control dust arising from the construction and other activities, so as not to, in the opinion of council, be a nuisance to residents or occupiers on adjacent or nearby land
 - ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site
 - ensure that all litter and building waste is contained on the subject site in a suitable covered bin or enclosure, and
 - ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of council, to the occupiers of adjacent land.

Planning Act 1982 (repealed)

Condition (that continues to apply) of a development authorisation NO

Building Act 1971 (repealed)

Condition (that continues to apply) of a development authorisation NO

Planning and Development Act 1966 (repealed)

Condition (that continues to apply) of a development authorisation NO

Planning, Development and Infrastructure Act 2016

Part 5 – Planning and Design Code

Zones

Tourism Development (TD)

Subzones

No

Zoning overlays

Overlays

Hazards (Bushfire - General) (General)

The Hazards (Bushfire - General) Overlay seeks to ensure development responds to the general level of bushfire risk by siting and designed buildings to mitigate threat and impact of bushfires on life and property and facilitate access for emergency service vehicles.

Native Vegetation

The Native Vegetation Overlay seeks to protect, retain and restore areas of native vegetation.

Prescribed Water Resources Area

The Prescribed Water Resources Area Overlay seeks to ensure the sustainable use of water in prescribed water resource areas.

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.

State Significant Native Vegetation

The State Significant Native Vegetation Overlay seeks to protect, retain and restore significant areas of native vegetation.

Is the land situated in a designated State Heritage Place/Area?

NO

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 to be a significant tree or trees on the land?

Council does not have trees listed in Part 10 - Significant Trees of the Planning and Design Code. However, there may be regulated or significant tree(s) on the site as defined by the Planning and Code that would require approval for maintenance pruning or removal.

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/>

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?

The Property Interest Report available through [Land Services SA](#) provides information necessary for Conveyancers to complete the Vendor's Statement.

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

Section 127

Condition (that continues to apply) of a development authorisation

YES

DAP Application Number	21027817
Description	20A2252.PCCOM Community Title creating 20 additional allotments. Building Approval issued and buildings nearing completion.

Decision	Granted
Decision Date	23-Nov-2021
Name of relevant authority that granted authorisation:	City of Onkaparinga

CONDITIONS

Planning Consent

All development shall be completed and maintained in accordance with the plan(s) and documents submitted with and forming part of the development application except where varied by the following condition(s).

Land Division Consent

Condition 1

The common property area(s) and relevant services including:

- electricity
- water
- drainage/stormwater
- effluent
- driveway and car parking areas
- telecommunications
- gas (if relevant)

shall be established in accordance with recognised engineering practice in accordance with the plan(s) submitted in the application (145/reference here) and prior to the occupation of the relevant dwellings relying on these services. Together with the landscaping, the common property and services shall be maintained in good condition at all times. If the developer does not complete the common property, this work and expense will become the responsibility of the subsequent purchasers of the community allotments.

Conditions imposed by SPC Planning Services under Section 122 of the Act

Condition 2

Payment of \$158,160.00 into the Planning and Development Fund (20 allotment/s @ \$7,908.00 /allotment). Payment may be made via credit card (Visa or MasterCard) online at plan.sa.gov.au, over the phone on 7109 7018, or cheques may be made payable to the State Planning Commission, marked "Not Negotiable" and sent to GPO Box 1815, Adelaide 5001.

Condition 3

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

Application Number	145/409/2019/2
Description	Construction of a three storey mixed use building comprising a shop on ground level and 20 apartments, carparking and landscaping - Stage 2 - Final
Decision	Approved
Decision Date	02 December 2021
Name of relevant authority that granted authorisation:	City of Onkaparinga

Development Plan Consent Conditions

2. The reserved matters from the Development Plan Consent dated 24 June 2019 have been satisfied and are now replaced with the following conditions:
 - a. Stormwater shall be completed in accordance with the stormwater management plan details approved by councils Senior Stormwater Engineer on 5 November 2020.
 - b. A stormwater quality levy is required to be paid by the applicant/ developer for not meeting stormwater quality target requirements, as per the Stormwater Management Design Guide dated Nov 2019. The applicable rate for this development is \$18,955 per hectare of developable land, to be paid prior to the certificate of occupancy for the development
 - c. A final landscaping plan for the site and adjacent council land, including the verge and stormwater drainage works for the Nashwauk Crescent Reserve swale, shall be provided for the approval of council. The approved landscaping shall then be established within 3 months of the certificate of occupancy (or later if approved by council). The verge plans shall include footpath details and indigenous plants to avoid contaminating the provenance of the planting undertaken on the western side of the carpark to stabilise the dune, and removal of the Gazanias (a proclaimed weed) from the verge to the south. The plant species could be arranged in a formal manner to reflect the adjacent built form, and council can provide a planting guide of suitable species for coastal areas. Verge landscaping shall then be maintained and replaced by the owners of the development to the reasonable satisfaction of council.
 - d. Vegetation reinstatement works for the Nashwauk Crescent Reserve swale for stormwater drainage shall be approved and completed to the reasonable satisfaction of council, prior to the certificate of occupancy for the development.
 - e. Plant equipment and air-conditioning units shall be completed in accordance with the plans provided with the Building Rules Consent.
 - f. The driveway entrance shall be completed and match in with council land to the reasonable satisfaction of council prior to the certificate of occupancy.
 - g. Waste management and collection arrangements shall be in accordance with the application details. This includes adequate provision and appropriate management for all occupants of general waste, recycling and green/food organics, with private collection arrangements of sufficient frequency, all to the reasonable satisfaction of council.
11. All development shall be completed in accordance with and maintained in accordance with the plan(s)
 - Future Urban Planning Report dated 21 February 2019
 - Aplin Cook Gardner drafted drawings SK002 SK013 dated 19 February 2019 and documents submitted with and forming part of the development application, except where varied by the following condition(s).
12. During construction and at all times thereafter, stormwater generated from the development shall be diverted away from all buildings, shall not pond against or near the footings and shall not be discharged or flow onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a council approved stormwater drainage system
13. The cafe and dwellings shall not be occupied until all necessary infrastructure has been provided to the site, including but not limited to a formed and sealed driveway, water supply and sewerage services, drainage/stormwater disposal and electricity services.
14. All plants, shrubs, trees and lawn and/or ground cover shall be maintained in good condition at all times and established prior to occupation of the development. Any seriously diseased, dying or dead vegetation shall be promptly replaced to the reasonable satisfaction of council.
15. The driveway and car parking areas shall be paved or surfaced, drained and marked to accepted engineering standards prior to the occupation of the development and shall be maintained in good condition at all times.
16. For compliance with the Coast Protection Boards coastal flooding risk standard, minimum building site and finished floor levels of 2.9 metres and 3.15 metres, relative to the Australian Height Datum, respectively, are required.

17. The ground floor apartments shall be constructed to the relevant Building Code of Australia standards to reasonably enable a change of use and classification to a Class 6 shop.
18. Graffiti shall be removed from any structure on the site at the cost of the applicant or owner within 2 business days of the graffiti being placed on the structure.
19. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
 - prevent silt run-off from the land to adjoining properties, roads and drains
 - control dust arising from the construction and other activities, so as not to, in the opinion of council, be a nuisance to residents or occupiers on adjacent or nearby land
 - ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site
 - ensure that all litter and building waste is contained on the subject site in a suitable covered bin or enclosure, and
 - ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of council, to the occupiers of adjacent land.

Part 2—Items to be included if land affected

Development Act 1993 (repealed)

Section 50(1)

Requirement to vest land in council to be held as open space NO

Section 50(2)

Agreement to vest land in council to be held as open space NO

Section 55

Order to remove or perform work NO

Section 56

Notice to complete development NO

Section 57

Land management agreement NO

Section 69

Emergency order NO

Section 71 (only)

Fire safety notice NO

Section 84

Enforcement notice NO

Section 85(6), 85(10) or 106

Enforcement Order NO

Part 11 Division 2

Proceedings NO

Fire and Emergency Services Act 2005

Section 105F (or section 56 or 83 (repealed))

Notice NO

Section 56 (repealed)

Notice issued NO

Food Act 2001

Section 44

Improvement notice *issued against the land*

NO

Section 46

Prohibition order

NO

Housing Improvement Act 1940 (repealed)

Section 23

Declaration that house is undesirable or unfit for human habitation

NO

Land Acquisition Act 1969

Section 10

Notice of intention to acquire

NO

Local Government Act 1934 (repealed)

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

NO

Local Government Act 1999

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

NO

Refer to separate attachment for Rates and Charges

Local Nuisance and Litter Control Act 2016

Section 30

Nuisance or litter abatement notice *issued against the land*

NO

Planning, Development and Infrastructure Act 2016

Section 139

Notice of proposed work and notice may require access

NO

Section 140

Notice requesting access

NO

Section 141

Order to remove or perform work

NO

Section 142

Notice to complete development

NO

Section 155

Emergency order

NO

Section 157

Fire safety notice

NO

Section 192 or 193

Land Management Agreements

NO

<i>Section 198(1)</i> Requirement to vest land in a council or the Crown to be held as open space	NO
<i>Section 198(2)</i> Agreement to vest land in a council or the Crown to be held as open space	NO
<i>Part 16 - Division 1</i> Proceedings	NO
<i>Section 213</i> Enforcement notice	NO
<i>Section 214(6), 214(10) or 222</i> Enforcement order	NO

Public and Environmental Health Act 1987 (repealed)

<i>Part 3</i> Notice	NO
<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) revoked</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

South Australian Public Health Act 2011

<i>Section 92</i> Notice	NO
<i>South Australian Public Health (Wastewater) Regulations 2013</i> Part 4 – Condition (that continues to apply) of an approval	NO

Particulars of building indemnity insurance Details of Building Indemnity Insurance still in existence for building work on the land	NO
--	----

Particulars relating to environment protection

<i>Further information held by council</i> 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 <i>Development Act 1993</i>) or the <i>Planning, Development and Infrastructure Act 2016</i> ?	NO
--	----

Note –

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

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

It should be noted that –

- the approval of development by a council does not necessarily mean that the development has taken place;

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

General

Easement

NO

Does a Council drainage easement exist? – Refer to Certificate of Title of subdivision plans (ie Deposited Plans, Community Plans, File Plans etc) for details of easements in the interests of other State Departments or Agencies).

Are you aware of any encroachment on the Council easement?

NO

Lease, agreement for lease, tenancy agreement or licence

(The information does not include the information about sublease or subtenancy. The purchaser may seek that information from the lessee or tenant or sublessee or subtenant.)

NO

Caveat

NO

Other

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

NO

Flood Management Area

This parcel is partially or fully prone to flooding, the extent (depth and velocity) may vary from minor to significant. For specific information on the impact of flooding on this property please contact Development Services on (08) 8384 0666.

PLEASE NOTE:

The information provided is as required by The Land and Business (Sale and Conveyancing) Act 1994. The information should not be taken as a representation as to whether or not any other charges or encumbrances affect the subject land.

This statement is made the 08 April 2026

Amy Watts

Senior Development Support Officer

AUTHORISED OFFICER

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
86 14316 31 3	CT6263965	8/4/2026	7627	2770420

FORM 1 ON FROME
LEVEL 1 147 FROME ST
ADELAIDE SA 5000
info@form1onfrome.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: A.D.S.A. CONSULTANTS PTY. LT
Location: U18 328 ESPLANADE MOANA LT18 C42654
Description: 4HUNIT 2XCP Capital Value: \$ 910 000
Rating: Residential

Periodic charges

Raised in current years to 31/3/2026

			\$
	Arrears as at: 30/6/2025	:	0.00
Water main available:	1/1/2022	Water rates	: 246.90
Sewer main available:	1/1/2022	Sewer rates	: 402.69
		Water use	: 184.80
		SA Govt concession	: 0.00
		Recycled Water Use	: 0.00
		Service Rent	: 0.00
		Recycled Service Rent	: 0.00
		Other charges	: 0.00
		Goods and Services Tax	: 0.00
		Amount paid	: 532.37CR
		Balance outstanding	: 302.02

Degree of concession: 00.00%
Recovery action taken: ACCOUNT SENT

Next quarterly charges: Water supply: 82.30 Sewer: 134.23 Bill: 10/6/2026

This account has no meter of its own but is supplied from account no 86 14315 99 4.

The Water Use apportionment option is Uneven.

The apportionment percentage for this account is 6.20%.

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

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

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

South Australian Water Corporation

Name: A.D.S.A. CONSULTANTS PTY. LT Water & Sewer Account Amount: _____
Acct. No.: 86 14316 31 3

Address:
U18 328 ESPLANADE MOANA LT18
C42654

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	8614316313



Bill code: 8888
Ref: 8614316313

Telephone and Internet Banking — BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at bpay.com.au



Paying online

Pay online at www.sawater.com.au/paynow for a range of options. Have your account number and credit card details to hand.



Paying by phone

Call 1300 650 870 and pay by phone using your Visa/Mastercard 24/7.

SA Water account number: 8614316313



**Government of
South Australia**

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

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



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: 2770420

FORM 1 ON FROME
L1/147 FROME ST
ADELAIDE SA 5000

DATE OF ISSUE

08/04/2026

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NUMBER

71247289

OWNERSHIP NAME

A D S A CONSULTANTS PTY LTD

PROPERTY DESCRIPTION

A18 328 ESPLANADE / MOANA SA 5169

ASSESSMENT NUMBER

8614316313

TITLE REF.

(A "+" indicates multiple titles)

CT 6263/965

CAPITAL VALUE

\$910,000.00

AREA / FACTOR

R4
1.000

LAND USE / FACTOR

RE
0.400

LEVY DETAILS:

FINANCIAL YEAR

2025-2026

FIXED CHARGE

+ VARIABLE CHARGE

- REMISSION

- CONCESSION

+ ARREARS / - PAYMENTS

= AMOUNT PAYABLE

\$ 50.00
\$ 307.90
\$ 185.25
\$ 0.00
\$ -172.65
\$ 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

07/07/2026



**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

OFFICIAL: Sensitive

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 Billers Code: 456285 Ref: 7016546611 Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au © Registered to BPAY Pty Ltd ABN 69 079 137 518	 To pay via the internet go to: www.revenuesaonline.sa.gov.au	 Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001
--	---	---

ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

**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: 2770420

DATE OF ISSUE

08/04/2026

FORM 1 ON FROME
L1/147 FROME ST
ADELAIDE SA 5000**ENQUIRIES:**

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au**OWNERSHIP NAME**

A D S A CONSULTANTS P/L & ANR

FINANCIAL YEAR

2025-2026

PROPERTY DESCRIPTION

A18 328 ESPLANADE / MOANA SA 5169

ASSESSMENT NUMBER

8614316313

TITLE REF.

(A "+" indicates multiple titles)

CT 6263/965

TAXABLE SITE VALUE

\$183,000.00

AREA

0.0000 HA

DETAILS OF THE LAND TAX PAYABLE FOR THE ABOVE PARCEL OF LAND:

CURRENT TAX	\$	915.00	SINGLE HOLDING	\$	0.00
- DEDUCTIONS	\$	0.00			
+ ARREARS	\$	0.00			
- PAYMENTS	\$	456.00			
= AMOUNT PAYABLE	\$	459.00			

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**07/07/2026****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****OWNERSHIP NUMBER**

T0799435

OWNERSHIP NAME

A D S A CONSULTANTS P/L & ANR

ASSESSMENT NUMBER

8614316313

AMOUNT PAYABLE

\$459.00

AGENT NUMBER

100019412

AGENT NAME

FORM 1 ON FROME

PAYABLE ON OR BEFORE

07/07/2026

+70165465200012> +000927+ <0550993933>

<0000045900> +444+

Doc ID: 564f4e8c80118b0d254650ffda5db77c6e37dc09

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 Biller Code: 456293 Ref: 7016546520 Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au © Registered to BPAY Pty Ltd ABN 69 079 137 518	 To pay via the internet go to: www.revenuesaonline.sa.gov.au	 Send your cheque or money order, made payable to the Commissioner of State Taxation , along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001
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ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

PIR: 8614316313 Reference: 0002770420

From DEM:OTR Plumbing Conveyancing <DEMOTRPlumbingConveyancing@sa.gov.au>

Date Thu 4/16/2026 11:22 AM

To Form 1 <info@form1onfrome.com.au>

OFFICIAL

Please note that any statement related to this property Apartment 18, 328 ESPLANADE, MOANA, SA 5169 was based on historical data which no longer applies to the property. The Plumbing section of The Office of the Technical Regulator has no current interests in this property.

Note: This statement may have been recreated from the original data transferred from SA Water. The OTR inherited this data on 10/04/2013 and cannot be held responsible for errors created in records prior to this date. We do endeavour to rectify these issues as soon as they are brought to our attention.

Rebecca Smith | Senior Administration Officer

The Office of the Technical Regulator | Plumbing

Department for Energy and Mining

T 1300 760 311 | E DEMOTRPlumbingConveyancing@sa.gov.au | W www.energymining.sa.gov.au

GPO Box 618, Adelaide, South Australia 5001
Level 4, 11 Waymouth Street, Adelaide SA 5000

DISCLAIMER:

The information in this e-mail may be confidential and/or legally privileged. It is intended solely for the addressee. Access to this e-mail by anyone else is unauthorised. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or omitted to be taken in reliance on it, is prohibited and may be unlawful. If you have received this email in error, please delete it from your system and notify the sender immediately. DEM does not represent, warrant or guarantee that the integrity of this communication has been maintained or that the communication is free of errors, virus or interference.

Building Indemnity Insurance Certificate of Insurance

QBE Insurance (Australia) Ltd
839 Collins St
Docklands VIC 3000
Phone: (03) 9246 2666
Fax: (03) 9246 2611
ABN: 78 003 191 035
AFS License No: 239545



Policy Number 620075747BWI-11

328 ESPLANADE PTY LTD
254 ANGUS STREET
ADELAIDE
5000

Name of intermediary
GALLAGHER ADELAIDE-BUILDERS WA
P O BOX 10016
ADELAIDE B C S A 5000

Account number
62BWOAMPS
Date issued
10/03/2021

Policy schedule details

Certificate in respect of insurance

Domestic Building Contract

A contract of insurance complying with the Building Work Contractors Act 1995 and Regulations has been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035, in respect of the Domestic Building Work as described in the Schedule herein.

In respect of

NEW MULTI UNIT (<=3 STOREYS) CONTRACT - PER SITE

At

LOT 328, 18/ ESPLANADE
MOANA SA 5169

Carried out by

BUILDER
J. HUTCHINSON PTY. LTD.
ABN: 52 009 778 330

Declared contract price

\$293,333.00

Contract date

30/10/2020

Builders registration no.

220578

Building owner / Beneficiary

328 ESPLANADE PTY LTD

Subject to the Building Work Contractors Act 1995, Regulations and the conditions of the insurance contract, cover will be provided to the Building Owner named in the domestic building contract and to the successors in title to the Building Owner.

For and behalf of

QBE Insurance (Australia) Limited.

IMPORTANT NOTICE:

This Certificate must be read in conjunction with the Policy Wording and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the statutory period of cover.

To confirm the registration of this document, please visit the QBE Certificate Register via <https://www.qbe.com/au/home-insurance/builders-insurance>. By matching the details on this certificate with the details included in the register, it confirms your Certificate of Insurance was issued by QBE.

STATEMENT PURSUANT TO SECTION 139 (Community Titles Act 1996)

REQUESTED BY:**Name:** Form 1 on Frome**Address:** info@form1onfrome.com.au**REGARDING:****Corporation:** Community Corporation 42654 Inc.**Unit No. & Address:** 18/328 Esplanade Moana**Owners:** ADSA Consultants Pty Ltd t/t A Darrigo Family trus

PART 1 : FINANCIAL DETAILS

1.1 Lot Entitlement

Lot Entitlement = 620

Total of all Entitlements = 10000

1.2 Maintenance Contributions

Last Levy Paid	Amount	Paid To
Admin Fund Levy	\$1,594.52	30/06/2026
Sinking Fund Levy	\$387.50	30/06/2026
Current Levy	Amount	Frequency
Admin Fund Levy	\$1,594.52	Quarterly
Sinking Fund Levy	\$387.50	Quarterly

1.3 Arrears

Levies	Due as at 21/04/2026	Charged but due after 21/04/2026
Amount Due	\$0.00	\$0.00
** (NB: Interest accrues daily at 10 % per annum)		
Advance Payments	\$0.00	

**Biller Code:** 96503**Ref:** 23201195700042654181

1.4 Lot Expenditure by the Strata Corporation

- (a) Incurred by the Corporation to which the unit holder must or is likely to be required to contribute :

Refer minutes of meetings

- (b) Resolved by the Corporation to incur, to which the unit holder must or is likely to be required to contribute :

Refer minutes of meetings

1.5 Assets and Liabilities of the Corporation

- (a) Fund Name : STRATA DATA CLIENTS TRUST ACCOUNT
- (b) Held at : Macquarie Trust Account (BCSA)
- (c) Sum standing to the credit of fund: \$85,742.14 comprising Admin: \$61,507.66 and Sinking: \$24,234.48
- (d) Amount committed to expenses : Refer to minutes of meetings is incurred for : Refer to minutes of meetings
- (e) Amount earmarked for future expenses : Refer to minutes of meetings for the purpose of : Refer to minutes of meetings
- (f) Particulars of other assets. All those defined as common property upon the land :
Refer to minutes of meetings

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

Water Payment Method:

PART 2 : INSURANCE

Insurer : SCI (Allianz)

Type of Cover	Sum Insured	Policy Number	Expiry Date
Government Audit Costs	\$25,000.00	HU0006074685	30/11/2026
Machinery breakdown	\$100,000.00	HU0006074685	30/11/2026
Office Bearers	\$1,000,000.00	HU0006074685	30/11/2026
Building	\$8,400,000.00	HU0006074685	30/11/2026
Voluntary workers	\$200,000.00	HU0006074685	30/11/2026
Fidelity Guarantee	\$250,000.00	HU0006074685	30/11/2026
Common contents	\$84,000.00	HU0006074685	30/11/2026
Lot Owners fixtures and improvements	\$250,000.00	HU0006074685	30/11/2026
Public Liability	\$30,000,000.00	HU0006074685	30/11/2026

Notes

PART 3 : DOCUMENTS SUPPLIED

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

PART 4 : DOCUMENT INSPECTION

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

Statement Dated 21/04/2026

Signed for and on behalf of Community Corporation 42654 Inc.



Stephen Lobo

BODY CORPORATE MANAGER

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

The Community Titles Act requires that :

- 1.1 A lot owner immediately notify the Body Corporate of change of ownership of a unit so that s135 "(1) A community corporation must maintain a register of the names of the owners of the community lots which shows the last address known to the corporation of each owner. (2) A corporation must keep a record of the information used to compile the register for the period required by the regulations." Can be complied with.
- 1.2 s114(7) "Payment of a contribution, instalment or interest in enforceable jointly and severally against the owner or owners of the lot and the subsequent owner or owners of the lot.
(8) A contribution, instalment or interest may be recovered as a debt."
(12) An amount paid by a person under this section is not recoverable by the person from the corporation when he or she ceases to be the owner of the lot.
- 1.3 This statement is issued on the basis that any payment by the unit holder by cheque or other instrument will be honored at the first presentation. i.e. : if the cheque bounces, the owners financial details in 1.2/1.3 will be wrong.

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

STRATA DATA

ABN 20 080 960 112

647 PORTRUSH ROAD
GLEN OSMOND SA 5064
Phone: 8372 2777
Email: reception@stratadata.com.au

PLEASE COMPLETE AND RETURN VIA EMAIL WHEN SETTLEMENT IS FINALISED

ANY OUTSTANDING ACCOUNTS MUST BE FINALISED AT SETTLEMENT

UNIT OWNER UPDATE (to be filled in only for new owners)

Community Corporation 42654 Inc.
18/328 Esplanade Moana

SETTLEMENT DATE	/ / 20		
UNIT OWNERS NAME			
UNIT OWNERS ADDRESS			
DATE & PLACE OF BIRTH	(COMPANY TITLES ONLY)		
CONTACT DETAILS	HOME	WORK	
	MOBILE	EMAIL	

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

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

RENTAL MANAGER/AGENTS	
(if applicable)	
ADDRESS	

CONTACT PERSON			
CONTACT DETAILS	HOME	WORK	
	MOBILE	EMAIL	

TENANT NAMES			
CONTACT DETAILS	HOME	WORK	
	MOBILE	EMAIL	

CONVEYANCER ACTING ON BEHALF OF VENDOR	
CONVEYANCER ACTING ON BEHALF OF PURCHASER	

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

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

Minutes of the Annual General Meeting

Corporation *Community Corporation 42654 Inc.*
Address *328 Esplanade, Moana*
Meeting Date **19th of February, 2025 commencing at 3:00 PM**
Location **647 Portrush Road Glen Osmond, South Australia 5064**

Present in Person

Lot: 2 H P Z & W A Z Meaney ATF HWZM Family Trust
Lot: 5 Terese Jan Moore, Peter Newbold Trethewey
Lot: 11 Margaret Gillian Hunt, Michael Frederick Hunt
Lot: 14 Robert Librandi, Mark Frahn
Lot: 19 C&D Family Trust
Lot: 21 Ben Bowering

Apologies

NIL

Present by Proxy

Lot: 1 Adleon Investments Pty Ltd by proxy to David Weber
Lot: 12 David Abbott to Helen Abbott
Lot: 16 Ms Anastasia Michos by proxy to David Weber
Lot: 4 Rosalynd Vivienne Schmidt by proxy to Doug Schmidt
Lot: 9 Anthony James Russ, Cheryl Ann Russ by proxy to Strata Data
Lot: 20 Giuseppe Angeli by proxy to Strata Data

In Attendance

Stephen Lobo representing Strata Data
Helen Abbott
David Weber

Quorum

The Body Corporate Manager advised that the Corporation had currently one un-financial lot with the payments due \$1,825.39 not having been paid. Section 84(14) of the Community Titles Act advised that a vote cannot be exercised in relation to a lot unless all amounts payable to the corporation in respect of that lot have been paid and section 83(4) determines that only financial lots are to be regarded in the establishment of a quorum.

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 3:08pm.

Chairperson

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

Confirmation of Minutes

It was resolved "that the minutes of the previous General Meeting(s), held on 20th Feb 2024 be accepted as a true and correct record of that meeting." *Carried Unanimously*

Financial Report

It was resolved "that the statement of income and expenditure for the period Thursday 21 December 2023 to Friday 20 December 2024 was reviewed, received and accepted as an accurate record of the corporation's current financial standing." *Carried Unanimously*

Public Officer

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

Financial Statement Audit

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

Review of Sums Insured

General Advice Warning

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

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

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

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

It was resolved "that the sums insured be:

Building Insurance	\$8,000,000.00
Common Area Insurance	\$80,000.00
Public Liability Insurance	\$30,000,000.00
Office Bearers Liability	\$1,000,000.00
Catastrophe Insurance	Not Selected
Fidelity Guarantee	\$250,000.00
Machinery Breakdown	\$100,000.00
Excess	Refer to Certificate of Currency
Renewal Date for these sums is	30/11/2025
Last Valuation Date	None on file
Last Valuation Sum	None on file

Excess may be subject to change at next renewal.

Flood Cover

The policy currently includes flood cover.

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

In accordance with Community Title legislation, individual lot owners are responsible for arranging the insurance for the buildings on their lot and this is to be for the full replacement value of the buildings.

Contents and Landlords Insurance

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

If you are in a Strata or Community Strata property and require a contents or landlord insurance policy you can obtain a quote or take cover with CHU by visiting our website

<https://www.stratadata.com.au/insurance/> or call the Strata Data insurance team on (08) 8372 2777 for guidance.

Use of Contractors

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

Preferred Contractors

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

Non-Preferred Contractors (Approved)

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

Non Approved Contractors

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

Works Fee

The repair and maintenance of the common property is one of the most important functions of the Body Corporate. As Managers we take this aspect very seriously and take great pride in working with owners and committees to achieve their goals of not only having safe common spaces, but also creating a place that people love and that maximises the value of the property.

The Works fee covers our cost of arranging a quotation (where the works are significant), issuing the work order, paying the invoice and assisting if there is an issue with the completed works.

The Works Fee, is a flat fee of \$50 on invoices above \$1,000 or a reduced fee of 5% on invoices below \$1,000 (e.g. \$150 invoice is \$7.50 fee).

Maintenance Requirements

Scheduled Cleaning of Gutters and Down Pipes

It was resolved "that Strata Data engage Maintenance Matters to continue with the scheduled cleaning of gutters, box gutters and re-silicone of any roof penetrations showing signs of deterioration, once per year in April." *Carried Unanimously*

Common Cleaning- Review of Current Schedule

After discussions it was resolved "that Strata Data continue to engage Laurinex Services (now Art Cleaning) for the common cleaning twice a week in line with the scope of works as detailed below:

Weekly Scope of Works

- Spot clean wall marks (as required)
- Dust and remove cobwebs in hallways/foyer/entrance (as required)
- Vacuum Carpet Hallway (First Floor)
- Vacuum Carpet Hallway (Second Floor)
- Vacuum & Mop - Entrance (Ground Foyer)

- Vacuum & Mop - First & Second Floor (Foyers)
- Spot clean entry doors (weekly)
- Detail clean of lifts, all stainless steel to be polished and streak free (all levels)
- Ensure bin area is tidy (as required)
- Report any graffiti, damage, vandalism, or hazards (each visit)

Fortnightly Scope of Works

- Blow carpark area
- Stairwell Vacuum/Sweep Southern End
- Stairwell Vacuum/Sweep Northern End
- Bird poo – pressure wash when required

Additional Instructions

Sweep sand away from the storm water grates.

Carpet Cleaning

After discussions it was resolved “that Strata Data would obtain a quotation from Laurinex (Art of Cleaning) for the cleaning of the hallway carpets on Level 1 and Level 2 on a quarterly basis. That once the quote was obtained, it will be shared with the Presiding Officer.

Post Meeting Note

Strata Data was instructed to obtain a quotation from Laurinex (Art Cleaning for the quarterly cleaning of all external windows not including the balcony windows.

Grounds Maintenance

After discussions it was resolved “that Strata Data obtain two quotations from Maintenance Matters and Mr Clipp for grounds maintenance on a quarterly basis (i.e. 2hrs) in line with the following scope of works.” *Carried Unanimously*

Scope of Works

- Weed control
- Prune and shape trees
- Supply and install fertiliser
- Water management and general tidy up

Stormwater Preventative Maintenance (Hydrojet Clean)

It was resolved “That Strata Data arrange 2 quotations for hydro-jetting of the storm water system. That the quotations be obtained from the contractors AGPM and Hindmarsh Plumbing. That the quotations are to be sent to the Presiding Officer for further instructions on this matter. That the Corporation’s admin funds are to be used for these expenses once a quotation is accepted. “*Carried Unanimously*

Sewer Preventative Maintenance (Hydrojet Clean)

The Body Corporate advised no action on this matter at this time, and this will be “as on needs basis”.

White Ant Inspection

The Body Corporate advised no action on this matter at this time.

Pest Control

Rodents

After discussions it was resolved “that Strata Data was requested to obtain a quotation from Exit Pest for the installation of rat traps and baits. That Exit Pest contact Strata Data and the owner of Lot 21 for indicating nesting sites and sightings of mice/rats/rodents. When the quotation is provided to Strata Data it would be passed onto the Presiding Officer for instruction.” – *Carried Unanimously*

Birds

Addressing the ongoing issue of birds nesting at the entrance to the lift area, it was resolved” that Strata Data engage Exit Pests to provide a quotation for the installation of bird spikes. That Exit Pest contact Strata Data for site contacts. Once the quotation is received by Strata Data it would be passed on to the Presiding Officer for instructions.” – *Carried Unanimously*

Other Relevant Business

Rubbish Removal

After discussions it was resolved “that Hayden Meaney and Strata Data work out a schedule for the rubbish removal to align with off and peak seasons, long weekends and school holidays. That once a schedule is worked out, the schedule would be passed on to Remondis. That Remondis pick up schedule would then align with the needs of the corporation resulting in lowering of costs and increased service during peak periods.” *Carried Unanimously*

By-laws

After discussions it was resolved “that Strata Data send a copy of the by-laws to all the owners as a reminder of how the common property is controlled and managed under the Community Titles Act 1996.” *Carried Unanimously*

Installation of Shower

After discussion it was resolved “That David Weber of Lot 1 would contact the local council regarding the installation of a shower closer to the property” – *Carried Unanimously*

Foot Brusher

After discussions it was resolved “That Strata Data Contact Maintenance Matters to source a foot brusher. That Maintenance Matter would quote for the purchase and installation of the foot brusher. That the foot brusher be installed at the main entrance of the property. That once a quote was obtained, Strata Data would pass this on to the presiding officer for further instructions” – *Carried Unanimously*

Signage

After discussions it was resolved “that Strata Data contact Maintenance Matters to source signage for the main entrance, lobby areas, rear parking and waste enclosure. That the signage dimensions be determined by Maintenance Matters and site contacts owners of Lot 12 David Abbott and Helen Abbot and the Presiding Officer. That the wordings of the signs would be part of the work order.” – *Carried unanimously*

Rule Book

After discussions it was resolved “that Helen Abbott of Lot 12 would share a comprehensive Rule Book with the owners. That the rule book would emphasise the by-laws of the property. That the intention of the rule book be part of the short stay guest’s welcome pack.” – *Carried Unanimously*

Council Cleaning

After discussions it was resolved “That the sand would blow into storm water drains and could potentially block the drains and that David Weber of Lot 1 would contact the local council to ascertain the cleaning schedule around the property to mitigate the chances of blockage” – *Carried Unanimously*

Automatic/Remote Controlled Bollards

It was resolved "that Lots 11, 12 and 13 be permitted to install automatic/ remote controlled bollards at their subsidiary parking lots. That all the bollards would be of the same design, and they be installed in a professional manner by a licensed and qualified trade. That the repairs, maintenance and replacement be the lot owner's responsibility. That it is not mandatory to install the bollard." *Carried Unanimously*

Outdoor Furniture and Property Improvements

After discussions it was resolved that "the corporation will spend up to \$2,000 on outdoor furniture and prints for the lobby to make it more welcoming. That the furniture be of a durable nature that requires least amount of maintenance but still has aesthetic appeal. That the presiding officer will coordinate the selection, placement, and purchase of the furniture with the management committee." *Carried Unanimously*

Sinking Fund Analysis

Section 113 of the Community Titles Act places an obligation on the Body Corporate where there are 7 Lots or more, or where insurance upon the common property exceeds \$100,000.00, to provide a statement to its members outlining the estimated expenditure (other than recurrent expenditure) for a period of up to 5 years. Strata Data recommended that a sinking fund analysis be obtained and tabled at the next Annual General Meeting for review.

It was resolved "that Craig Mcrostitie would complete a Sinking Fund Analysis that would provide a five (5) year forecast that would to be tabled at the next Annual General Meeting". *Carried Unanimously*

Maintenance Condition and Safety Report

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

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

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

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

Approvals, Alterations & Additions

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

Level of Maintenance Fund Contributions

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

The Body Corporate Manager tabled a budget with a total annual contribution of \$115,872.00. This Budget was not approved:

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

Administration Fund	\$110,872.00
Sinking Fund	\$8,000.00
Total Contribution	\$118,872.00

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

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

Election of Officers

It was resolved "that Mr Craig McRostie be appointed to the position of Presiding Officer; Sasha Holland be appointed to the position of Secretary and Giuseppe Angeli be appointed to the position of Treasurer for the forthcoming year. That the Secretary be delegated authority to make decisions (that require ordinary resolutions only) on behalf of the Corporation and be the main contact point between Strata Data and the corporation. That a committee comprising of the following owners is appointed."
Carried Unanimously

Committee Members

Lot: 1 David Webber acting as Adleon
Lot: 2 H P Z & W A Z Meaney ATF HWZM Family Trust
Lot: 4 Doug Schmidt
Lot 11 Margaret Hunt
Lot 12 Helen Abbott acting as David Abbott
Lot: 17 Sasha Holland
Lot:19 Craig McRostie
Lot: 20 Giuseppe Angeli

Appointment of Body Corporate Manager

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

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

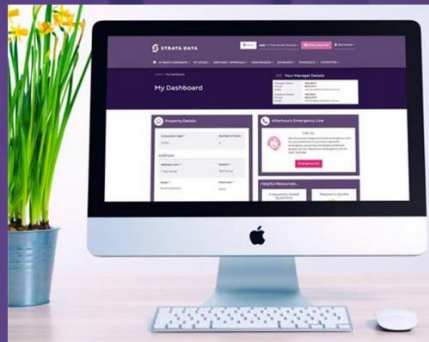
The agreed management fee for the coming year is \$5,483.00 including GST.

Next Annual General Meeting

The next Annual General Meeting will be held on Wednesday 18th February 2026 at 3.00pm by Zoom or RSVP at Strata Data, 647 Portrush Road, Glen Osmond SA 5064

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 5:00pm.



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

How can I access the Portal?

➤ If you have already registered for portal access, please visit portal.stratadata.com.au.

➤ If you have not received an invite, please email portal@stratadata.com.au to request an invitation.

Minutes of the Annual General Meeting

Corporation *Community Corporation 42654 Inc.*
Address *328 Esplanade, Moana*
Meeting Date **18th of February, 2026 commencing at 3:00 PM**
Location **647 Portrush Road Glen Osmond, South Australia 5064**

Present in Person

Lot: 1 Adleon Investments Pty Ltd
Lot: 2 H P Z & W A Z Meaney Atf Hwzm Family Trust
Lot: 4 Rosalynd Vivienne Schmidt
Lot: 5 Peter Newbold Trethewey
Lot: 11 Margaret Hunt, Michael Hunt
Lot: 12 David Abbott
Lot: 13 Bryanni-May Lane
Lot: 16 Ms Anastasia Michos
Lot: 19 C&D Family Trust
Lot: 21 Ben Bowering

Apologies

Lot: 20 Giuseppe Angeli

Present by Proxy

Lot: 3 John Heywood, Helen Haywood by proxy to Strata Data
Lot: 6 Mary Kalamboyas, Zachary Kalamboyas by proxy to Strata Data
Lot: 9 Anthony Russ, Cheryl Russ by proxy to Strata Data
Lot: 20 Giuseppe Angeli by proxy to Strata Data

In Attendance

Stephen Lobo representing Strata Data
David Weber representing Lot 1
Craig McRostie representing Lot 19
Hayden Zammit Meany representing Lot 2
Helen Abbott in attendance for Unit 12

Quorum

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

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 3:04 pm.

Chairperson

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

Confirmation of Minutes

It was resolved "that the minutes of the previous General Meeting, held on 19th of February 2025 be accepted as a true and correct record of that meeting." *Carried Unanimously*

Financial Report

It was resolved "that the statement of income and expenditure for the period Saturday 21 December 2024 to Saturday 20 December 2025 was reviewed, received and accepted as an accurate record of the corporation's current financial standing." *Carried Unanimously*

David Abbott raised the point of what falls under body corporate and owner responsibility. Further discussions took place regarding this issue among the members present.

It was resolved "that Strata Data provide guidelines outlining owner and body corporate responsibility for the community corporation 42654." *Carried Unanimously*

Financial Statement Audit

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

Review of Sums Insured

General Advice Warning

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

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

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

The Body Corporate resolved to have an insurance valuation and instructed Strata Data to endorse the insurance policy at the valued amount or \$9,000,000.00, whichever is greater.

It was resolved "that the sums insured be: -

Building Insurance	\$9,000,000.00 or as per valuation
Common Area Insurance	As per valuation
Public Liability Insurance	\$30,000,000.00
Office Bearers Liability	\$1,000,000.00
Catastrophe Insurance	Not Selected
Fidelity Guarantee	\$250,000.00
Machinery Breakdown	\$100,000.00
Excess - General	\$1,000.00
Excess - Machinery	\$1,000.00
Excess -Legal	\$1,000.00 plus 10% contribution
Renewal Date for these sums is	30/11/2026
Last Valuation Date	None on File
Last Valuation Sum	None on File

Excess may be subject to change at next renewal.

Flood Cover

The policy currently includes flood cover.

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

In accordance with Community Title legislation, individual lot owners are responsible for arranging the insurance for the buildings on their lot and this is to be for the full replacement value of the buildings.

Use of Contractors

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

Preferred Contractors

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

Non-Preferred Contractors (Approved)

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

Non Approved Contractors

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

Works Fee

The repair and maintenance of the common property is one of the most important functions of the Body Corporate. As Managers we take this aspect very seriously and take great pride in working with owners and committees to achieve their goals of not only having safe common spaces, but also creating a place that people love and that maximises the value of the property.

The Works fee covers our cost of arranging a quotation (where the works are significant), issuing the work order, paying the invoice and assisting if there is an issue with the completed works.

The Works Fee, is a flat fee of \$50 on invoices above \$1,000 or a reduced fee of 5% on invoices below \$1,000 (e.g. \$150 invoice is \$7.50 fee).

Maintenance Requirements

Scheduled Cleaning of Gutters and Down Pipes

It was resolved “that Strata Data engage Maintenance Matters to continue with the scheduled cleaning of gutters, box gutters and re-silicone of any roof penetrations showing signs of deterioration, once per year in April.” *Carried Unanimously*

Common Cleaning- Review of Current Schedule

David Abbott and Peggy Hunt noted that Art Cleaning are not consistent and are being paid more than what is delivered. Peggy was concerned that the attendance was not regular and the days would differ every week.

David Abbott noted that Strata Data or the Body Corporate Manager should check the works carried out, time onsite, works carried out at each visit.

The Body Corporate Manager clarified that the maintenance is “contracted” out. The contract has the scope of works agreed on by the owners, which includes estimated time to complete agreed scope of works and the agreed fees. Strata Data depend on residents to provide feedback of works carried out at the property. Based on feedback, actions can be taken to improve or change the contractor or the scope of works or agreed fees.

The Body Corporate Manager further clarified that three property visits were undertaken to address the cleaning issues.

After constant reminders and feedback, the works had not improved. It was further noted that while it is difficult to judge the cleaning due to the high traffic of residents, certain areas have remained dirty over extended periods of time. Considering these issues, it was agreed to discontinue the services of Art Cleaning.

After discussions it was agreed “that the services of Art Cleaning be discontinued. That the services of Art Cleaning would stop when the next cleaning contractor is engaged.” *Carried Unanimously*

It was further discussed and resolved “that Ben Bowering, Helen and David Abbott and Peggy Hunt will provide Strata Data with a scope of works that will include but not limited to

- Areas to cleaned
 - o Schedule for cleaning each area – weekly/ fortnightly/ monthly
 - o Type of cleaning
- Expected hours to complete scope of works
 - o Attendance time sheet
 - o Works carried out at each attendance
- Request for before and after photographs

That once in hand Strata Data would obtain two quotations based on the scope of works provided from CBR Clean All Services and Bri-tam Cleaning. That the contractors are to contact Margaret (Peggy) Hunt or David Abbott prior to attending so that detailed discussions can take place in site. That the quotations are to be sent to the Management Committee for further instructions.” *Carried Unanimously*

Grounds Maintenance

Hayden Zammit expressed his concern that the verge was not being tended to. That far too much time had elapsed between the last contractor and the day of the management committee meeting. He further expressed his dissatisfaction that a contractor had not been engaged over the last six months.

The Body Corporate Manager noted that a contractor Mr Clipp was engaged. Mr Clipp had carried out a once off tidy up. Mr Clipp was to attend to the verge every quarter but since the once-off has not responded to any emails and any other form of communication. It was further clarified that two other contractors were contacted from Christies Beach and Seaford area plus a lead provided by Hayden. All three declined to quote.

Furthermore, a quotation from Ben Edwards of VIP Lawn Services was obtained and tabled at the meeting. Ben Edwards quoted for a once off tidy up and then for the quarterly maintenance of the verge.

After discussions it was resolved “that Strata Data engage Ben Edwards of VIP Home Services. That Ben Edwards carry out a once-off tidy up of the verge. That Ben Edwards attend to the verge every quarter as per the following scope of work

- Weed control
- Prune and shape trees
- Supply and install fertiliser
- Water management and general tidy up” *Carried Unanimously*

Stormwater Preventative Maintenance (Hydrojet Clean)

It was resolved "That Strata Data engage Hindmarsh Plumbing to carry out the annual maintenance of the stormwater system once very year in May." *Carried Unanimously*

Sewer Preventative Maintenance (Hydrojet Clean)

The Body Corporate advised no action on this matter at this time, and this will be "as on needs basis".

Carpet Cleaning

After discussions it was resolved "that Strata Data would obtain one quotation from Refresh Carpet Care for the cleaning of the hallway carpets on Level 1 and Level 2 on a quarterly basis. That the contractor uses the chem-dry cleaning technique. That the quotation is to be sent to the Presiding Officer and Treasurer for further instructions." *Carried Unanimously.*

White Ant Inspection

The Body Corporate advised no action on this matter at this time.

Permanent Signage

David Abbott noted that the permanent signage discussed at the Committee meeting had not been put up. It was further noted that the temporary signage was still in place.

After discussions it was resolved "that Strata Data contact Sasha Holland about the installation of the signage discussed at the committee meeting." *Carried Unanimously*

Bottle Collection

Peggy Hunt noted that the rotary club had requested to collect the bottles from the property. That the bottles will be sold and the proceeds would be used for charity. All the members present agreed to this proposal. It was further noted that a gentleman not associated with any agency was collecting the bottles for the last few years. Ben Bowering offered to let the gentleman know that going forward the bottles will be picked up by the Rotary Club.

After discussions it was resolved "that a separate container with a lid will be placed for bottle collection at the bin enclosure. The container will have sign stating, "For Rotary Club of Onkaparinga". That the container and signage will be organised by Peggy Hunt. That any out-of-pocket expenses be reimbursed." *Carried Unanimously*

Recycle Bins

Peggy Hunt noted that she will be away for a couple of months. That she and Michael would take the bins out every fortnight on a Sunday evening. As they would be away, a volunteer would be required to take the bins out. It was further noted that Ben Bowering too would be away and will not be able to assist.

David Abbott volunteered to take the bins out at least on one Sunday during the next two months.

After discussions it was resolved "that a sign stating **"Please place recycling bins outside every second Sunday"** will be placed immediately at the bin enclosure." *Carried Unanimously*

Post meeting note – Strata Data will coordinate with Peggy Hunt for the stickering. Strata Data will use the following option: -

Please Place Recycling Bins Outside
Every Second Sunday

Thank You For Your Cooperation.

Bin Enclosure Signage

The Body Corporate Manager tabled the above agenda item. It was noted by Peggy Hunt and other members that short stay residents and possibly cleaning contractors for short stay residences do not carry out basic requisites for rubbish disposal. It was further elaborated that boxes are not flattened, perishables such as seafood were not disposed just prior to bin pick up days and hard rubbish was randomly placed in and around the bin enclosure.

It was further discussed that signage should be placed requesting proper disposal process be followed and a subtle warning that the area is monitored by CCTV.

After discussions it was resolved "that Strata Data will coordinate with Anastasia Michos and other members of the Management Committee to prepare and finalise signage for the bin enclosure that convey proper rubbish disposal messages. That Strata Data send a reminder notice to all the owners and residents reminding them to be mindful while disposing their recyclables and perishables. That an additional sign be placed on the bin enclosure stating that the area is under CCTV surveillance." *Carried Unanimously*

Attendance of Remondis

The members present noted that the current schedule of the bin pick up needs to be updated. It was noted that apart from high traffic weekends, the two weeks of Christmas and New Year and the school breaks required three pick-ups a week.

It was discussed and resolved "that Strata Data coordinate with Hayden Zammit and Peggy Hunt to prepare an annual pickup schedule for Remondis. That the updated schedule be conveyed to Remondis immediately thereafter." *Carried Unanimously*

The members present expressed their appreciation and thanked Peggy and Mick (Margaret and Michael) for their tireless efforts in maintaining the cleanliness and presentation of the property, including regularly placing the recycling bins out every second Sunday evening.

Oiling and Maintenance of Timbers/ Woodwork

The members present noted that the timber woodwork of the gate and the immediate surroundings needed maintenance and a maintenance plan.

After discussions it was resolved "that Strata Data obtain two quotations from PBH Carpentry and Adelaide General Property Maintenance for the oiling of the timber woodwork of the gate and surrounding areas. That the contractors contact the Presiding Officer prior to attendance for any detailed discussions on site. That the quotation be sent to the Presiding Officer for further instructions. That based on the selection of the contractor a maintenance plan be put in place for attendance of the timbers every thirty months." *Carried Unanimously*

Gate Motor to be serviced

The member present discussed and agreed "that Strata Data engage Total Gate & Door Automation for the servicing of the gate motor." *Carried Unanimously*

Post Meeting note – Strata Data to obtain a quotation from Total Gate & Door Automation for replacement of the gate motor cover

Change of Security Code

The members present noted that the gate code needs to be changed. That the code is known to a larger part of the public due to the property's short stays.

After discussions it was resolved "that Strata Data arrange for the codes to be changed. That Strata Data contact the security agency to carry out these works. That once these works have been completed, the new codes will be conveyed to the owners and property managers." *Carried Unanimously*

Other Relevant Business

Sinking Fund Analysis

Craig McRostie tabled the agenda item. He stressed on the need to have a sinking fund report and stressed the need to increase the sinking fund reserves. That the building is now over five years old and there will be need to carry out maintenance works that will be expensive. That it would be prudent to have a sizeable sinking fund that can be utilized for planned maintenance instead of having special levies to cover expenses. The members present agreed.

After discussions it was resolved "that Strata Data obtain two quotations from Independent Inspections and Solutions in Engineering for the Sinking Fund Report. That the quotations be sent to the Presiding Officer and Treasurer for further instructions." *Carried Unanimously*

Maintenance Condition and Safety Report

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

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

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

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

Approvals, Alterations & Additions

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

Level of Maintenance Fund Contributions

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

The Body Corporate Manager tabled a budget with a total annual contribution of \$119,872.00. This Budget was not approved:

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

Administration Fund	\$102,872.00
Sinking Fund	\$25,000.00
Total Contribution	\$127,872.00

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

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

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

Election of Officers

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

Committee Members

Lot: 2 H P Z & W A Z Meaney ATF HWZM Family Trust represented by Hayden Zammit

Lot: 4 Doug Schmidt

Lot 11 Margaret Hunt

Lot 12 David Abbott

Lot: 16 Ms Anastasia Michos

Lot:19 C&D Family Trust represented by Craig McRostie

Lot: 20 Giuseppe Angeli

Appointment of Body Corporate Manager

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

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

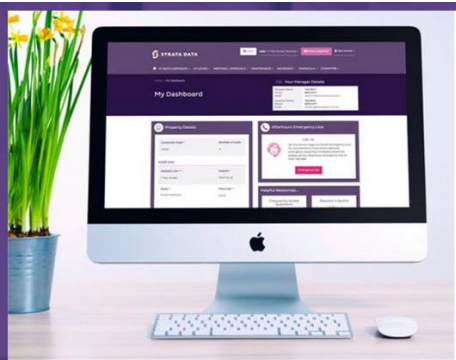
The agreed management fee for the coming year is \$5,757.00 including GST.

Next Annual General Meeting

The next Annual General Meeting will be held on Wednesday 17th February 2027 at 3.00pm by Zoom or RSVP at Strata Data, 647 Portrush Road, Glen Osmond SA 5064

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 5:35pm.



STRATA DATA PORTAL

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Minutes of the Committee Meeting

Corporation *Community Corporation 42654 Inc.*
Address *328 Esplanade, Moana*
Meeting Date **17th of June, 2025 commencing at 12:30 PM**
Location **Via Video / Teleconference Only - Please see attached for details**

Present in Person

Lot: 4 Doug Schmidt
Lot: 11 Margaret Gillian Hunt (Peggy)
Lot: 12 David Abbott
Lot: 17 Holland Property Trust and JN Macris Pty Ltd
Lot: 19 C&D Family Trust
Lot: 20 Giuseppe Angeli

Apologies

NIL

Present by Proxy

NIL

In attendance

Stephen Lobo representing Strata Data
Sasha Holland representing Lot: 17 Holland Property Trust and JN Macris Pty Ltd
Craig McRostie representing Lot: 19 C&D Family Trust

Quorum

The Chairperson declared that a quorum was in attendance and the meeting opened at 12:40 pm

Chairperson

It was resolved "that Stephen Lobo of Strata Data assist the Presiding Officer by chairing the meeting". *Carried Unanimously*

Signage In the Lobby and Lift

The body corporate manager tabled the above agenda item with drafts of signage shared by Helen Abbott of Lot 12. The signage posters tabled were a snapshot of the "House Rules" and "Sand and Water" to keep the area clean and tidy.

After discussions it was resolved "that the "House Rules" poster would be placed inside both the Southern and Northern carpark entrances and inside the lift. The "Sand & Water" signage would be placed inside the Northern entrance from the carpark. That Sasha Holland would professionally draft the signage with The Hamptons theme. That once the drafts are ready, they would be circulated among the committee members for final approval and printing. That the signage would be placed on the walls using snap lock frames. That any out-of-pocket expenses for the printing of the posters and purchase of the snap lock frames would be reimbursed from the corporation's administration funds on producing invoices." *Carried Unanimously*

David Abbott kindly volunteered to put up the posters once they are ready.

Post Meeting Note: The body corporate manager noted that the fine of \$350.00 should be corrected to \$500 in line with the corporation's resolutions.

Vending Machine - Reinstalling

The members present agreed that no action was required for reinstalling the vending machine. This was due to it not being financially viable.

House Rules Document as Proposed by Helen Abbott

After discussions it was resolved "that the house rules proposed by Helen Abbott and circulated by Strata Data that are based on the by-laws of the corporation be used as part of the booking contracts that are circulated by the units operating as short stays." *Carried Unanimously*

Lobby Furniture

The body corporate manager tabled the above Agenda item which is a pending action item from the last AGM held in February 2025.

Outdoor Furniture and Property Improvements

After discussions it was resolved that "the corporation will spend up to \$2,000 on outdoor furniture and prints for the lobby to make it more welcoming. That the furniture be of a durable nature that requires least amount of maintenance but still has aesthetic appeal. That the presiding officer will coordinate the selection, placement, and purchase of the furniture with the management committee." Carried Unanimously

The members present discussed various ideas including the practicality, styling and placement of the lobby furniture. Sasha Holland volunteered to share some ideas after the meeting.

Post Meeting Note: The exchange of ideas by some of the members present after the committee meeting were narrowed down to two proposals. One by Sasha Holland and the other by Hayden Meany (Lot 2). The Presiding Officer requested the body corporate manager to put the two suggestions to vote and that the majority vote would be considered and implemented.

Installing a Cage Under the Stairs Next to the Lobby Lift

The Body Corporate manager tabled the above agenda item while noting that a space was required to house the cleaner's equipment and any tools and equipment that are used by or relevant to the corporation. The Body Corporate Manager suggested the space under the Southern stairwell be used and a cage be installed/ constructed on the lines of the one in the Northern stairwell to keep the equipment safe.

After discussions it was resolved "that Strata Data would obtain two quotations from Maintenance Matters and Bradley Trade Services for the manufacture and installation of a cage under the South stairwell. That the quotations be sent to the Presiding Officer who is empowered to give further instructions on this matter. That the Corporation's administration funds are to be used for these expenses." *Carried Unanimously*

Rubbish/Waste Removal Schedule

The Body Corporate manager tabled the above agenda item. The members present noted that rubbish collection twice a week was not required every week. That the twice a week schedule should be limited to the long weekends and school breaks. A rescheduling of the rubbish collection would save the corporation significant amount of money.

After discussions it was resolved "that Peggy Hunt will provide the list of holiday weekends and school break schedule to Strata Data. That Strata Data would contact Remondis to update the current rubbish removal schedule." *Carried Unanimously*

Door Mats - Notes from AGM 2023

The Body Corporate Manager tabled the following from the 2023 AGM minutes:

The Body Corporate Manager advised the members present that while conducting a site visit, they saw outdoor mats by each apartment door and advised as this is common property these items should be removed. Strata Data was requested to write to all owners and agents to advise that residents must not house outdoor mats on the common property and to advise if they wish to use door mats that they house these inside their apartments. Appropriate indoor door mats are available at a variety of stores.

After discussions it was resolved "that Strata Data write to all owners and agents to advise that residents must not house outdoor mats on the common property of Level 1 and Level 2. That the units on the ground floor are permitted to place door mats outside their units." *Carried Unanimously*

Cleaning Schedule and Carpet Cleaning

The Body Corporate manager tabled the above agenda item. The members present noted that the cleaning schedule could be reduced from twice a week to once a week during the off-peak season. That the twice a week schedule should be limited to the long weekends and school breaks. A rescheduling of the rubbish collection would save the corporation significant amount of money.

After discussions it was resolved "that Peggy Hunt would provide Strata Data with a schedule for reducing the cleaning attendance during winter and off-peak times." *Carried Unanimously*

It was further discussed and resolved "that the members present would provide leads on local professional carpet cleaning vendors. That Strata data would contact the vendors to obtain quotations. That the quotations be sent to the Presiding Officer who is empowered to give further instructions on this matter. That the Corporation's administration funds are to be used for these expenses." *Carried Unanimously*

External Window Cleaning

The members present agreed to go ahead with Sky High Access for external window cleaning. It was further agreed that Strata Data share the full scope of works with the committee.

The body corporate manager further noted that three activities requiring a boom lift including a downpipe repair, window cleaning and window replacement would need to be coordinated to reduce the expense to the corporation.

Strata Data was requested to share the dates and scopes of the works once finalized.

Foyer Door

Doug Schmidt noted that the foyer door slams shut during windy conditions. That this is very risky and that someone could injure themselves badly.

It was resolved "That Strata Data is to arrange one indicative quotation to repair the foyer door from the contractor Door Plus or any professional door maintenance and repairs vendor. That the quotations are to be sent to the Presiding Officer and the Presiding Officer is empowered to give further instructions on this matter." *Carried Unanimously*

Roller Gate

The members present noted that roller door was constantly in need of repair. It was further discussed that it was failing in the closed position. The ongoing gate issues have also inconvenienced residents and guests who find it difficult to access the property and the carpark. It was further discussed that current motor was perhaps undersized and may need to be assessed by a professional.

After discussion it was resolved "that Strata Data engage Tormax to advise on the efficiency of the motor and suggest any upgrades or works that need to be carried out ensure breakdowns do not occur. That this information once obtained be sent to the Presiding Officer who is empowered to give further instructions on this matter." *Carried Unanimously*

Lift Announcement

The members present discussed the volume of the lift announcement. That the announcement was too loud and disturbed the residents.

The Body Corporate Manager noted that Schindler was already contacted and a work order with a request to reduce the volume or turn of the announcement was in progress.

The members present requested Strata Data to follow up on this work order.

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 2:05pm.



Summary Financial Statement

Community Corporation 42654 Inc.
Address: 328 Esplanade Moana, South Australia 5169
ABN: 72710310775

Version: 03.10.01

Date Printed 08/01/2025

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STRATA DATA

INCOME & EXPENDITURE STATEMENT BETWEEN 21/12/2023 AND 20/12/2024

	ADMIN	SINKING	TOTAL
INCOME			
Admin Fund Levy	\$102,383.51	-	\$102,383.51
Interest on Overdue Levies	\$258.00	-	\$258.00
Interest Received	\$838.10	-	\$838.10
Sinking Fund Levy	-	\$5,474.60	\$5,474.60
Special Levy (Admin Fund)	\$3,112.96	-	\$3,112.96
Special Levy (Sinking Fund)	-	\$1,554.84	\$1,554.84
TOTAL INCOME	\$106,592.57	\$7,029.44	\$113,622.01
OUTGOINGS			
Audit	\$375.90	-	\$375.90
Body Corporate Management	\$5,086.63	-	\$5,086.63
Building Repairs & Maintenance	\$1,354.47	-	\$1,354.47
Ceiling Repairs & Maintenance	(\$1,354.47)	-	(\$1,354.47)
Cleaning Common Areas	\$13,480.58	-	\$13,480.58
Community App Subscription	\$277.20	-	\$277.20
Debt Recovery Fees	(\$468.87)	-	(\$468.87)
Disbursements	\$1,506.06	-	\$1,506.06
Door & Lock Repairs & Maintenance	\$1,376.51	-	\$1,376.51
Electrical Works	\$265.19	\$860.52	\$1,125.71
Electricity	\$4,179.44	-	\$4,179.44
Fire Equipment Contract	\$5,925.65	-	\$5,925.65
Fire Equipment Repairs & Maintenance	\$713.90	-	\$713.90
Gate Repairs & Maintenance	\$1,643.62	-	\$1,643.62
General Repairs & Maintenance	\$570.11	-	\$570.11
Grounds Maintenance	\$957.00	-	\$957.00
Gutter Cleaning	\$2,194.50	-	\$2,194.50
Insurance Premium	\$17,814.98	-	\$17,814.98
Legal Fees	(\$424.71)	-	(\$424.71)
Lift Phone	\$148.50	-	\$148.50
Lift Service Contract	\$1,208.63	-	\$1,208.63
Meeting Fees	\$675.00	-	\$675.00
Painting	-	\$10,499.50	\$10,499.50
Pest Control	\$440.00	-	\$440.00
Plumbing Repairs & Maintenance	\$1,170.65	-	\$1,170.65
Public Officer	\$130.00	-	\$130.00
Rubbish Removal	\$9,775.78	-	\$9,775.78



Summary Financial Statement

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STRATA DATA

Security Contracts	\$572.00	-	\$572.00
Tax Return	\$215.00	-	\$215.00
WHS Compliance	\$129.00	-	\$129.00
TOTAL OUTGOINGS	\$69,938.25	\$11,360.02	\$81,298.27

SUMMARY

OPENING BALANCE AS AT 21/12/2023	\$1,524.48	\$15,570.50	\$17,094.98
TOTAL INCOME	\$106,592.57	\$7,029.44	\$113,622.01
TOTAL OUTGOINGS	\$69,938.25	\$11,360.02	\$81,298.27
CLOSING BALANCE AS AT 20/12/2024	\$38,178.80	\$11,239.92	\$49,418.72
NET SURPLUS	\$36,654.32	(\$4,330.58)	\$32,323.74



STRATA DATA

Summary Financial Statement

Community Corporation 42654 Inc.
Address: 328 Esplanade Moana, South Australia 5169
ABN: 72710310775

Version: 03.10.01

Date Printed 07/01/2026

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INCOME & EXPENDITURE STATEMENT BETWEEN 21/12/2024 AND 20/12/2025

	ADMIN	SINKING	TOTAL
INCOME			
Admin Fund Levy	\$104,214.02	-	\$104,214.02
Interest on Overdue Levies	\$210.67	-	\$210.67
Interest Received	\$1,677.67	-	\$1,677.67
Sinking Fund Levy	-	\$6,956.53	\$6,956.53
Special Levy (Admin Fund)	\$195.04	-	\$195.04
TOTAL INCOME	\$106,297.40	\$6,956.53	\$113,253.93
OUTGOINGS			
Audit	\$787.90	-	\$787.90
Body Corporate Management	\$5,373.46	-	\$5,373.46
Building Repairs & Maintenance	\$10,043.62	-	\$10,043.62
Carpet Cleaning	\$346.50	-	\$346.50
Cleaning Common Areas	\$13,524.40	-	\$13,524.40
Community App Subscription	\$277.20	-	\$277.20
Disbursements	\$1,566.60	-	\$1,566.60
Door & Lock Repairs & Maintenance	\$1,303.31	-	\$1,303.31
Electrical Works	\$3,763.46	-	\$3,763.46
Electricity	\$3,388.44	-	\$3,388.44
Final Fee Notice	(\$34.00)	-	(\$34.00)
Fire Equipment Contract	\$5,276.68	-	\$5,276.68
Gate Repairs & Maintenance	\$5,296.65	-	\$5,296.65
General Repairs & Maintenance	\$3,152.37	-	\$3,152.37
Grounds Maintenance	\$845.25	-	\$845.25
Gutter Cleaning	\$2,261.00	-	\$2,261.00
Income Tax Payment / Refund	\$411.83	-	\$411.83
Insurance Claim Excess	\$1,000.00	-	\$1,000.00
Insurance Premium	\$15,614.51	-	\$15,614.51
Lift Phone	\$143.00	-	\$143.00
Lift Service Contract	\$11,765.52	-	\$11,765.52
Meeting Fees	\$528.75	-	\$528.75
Miscellaneous Expenses	\$602.36	-	\$602.36
Pest Control	\$462.00	-	\$462.00
Plumbing Repairs & Maintenance	\$4,037.66	-	\$4,037.66
Public Officer	\$134.00	-	\$134.00
Rubbish Removal	\$9,369.54	-	\$9,369.54
Security Contracts	\$587.77	-	\$587.77



Summary Financial Statement

Community Corporation 42654 Inc.
Address: 328 Esplanade Moana, South Australia 5169
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STRATA DATA

Tax Return	\$221.00	-	\$221.00
WHS Compliance	\$275.00	-	\$275.00
Window Cleaning	\$924.00	-	\$924.00
TOTAL OUTGOINGS	\$103,249.78		\$103,249.78

SUMMARY

OPENING BALANCE AS AT 21/12/2024	\$38,178.80	\$11,239.92	\$49,418.72
TOTAL INCOME	\$106,297.40	\$6,956.53	\$113,253.93
TOTAL OUTGOINGS	\$103,249.78	\$0.00	\$103,249.78
CLOSING BALANCE AS AT 20/12/2025	\$41,226.42	\$18,196.45	\$59,422.87
NET SURPLUS	\$3,047.62	\$6,956.53	\$10,004.15

RESOLUTIONS AFFECTING STRATA CORPORATION 42654 INC

DISCLAIMER - Strata Data will not be held liable for any missing, incomplete or incorrect information provided prior to the commencement of our management: 16/12/2021

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

DATE	RESOLUTION
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21/02/22	<u>Skylight Installation</u>
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That Lot owners are permitted to install skylights provided they are installed in a professional manner by a qualified and insured contractor and all installation costs, future repair/replacement/ maintenance is the responsibility of the individual Lot owner. Any damages as a result of the installation to common property be rectified by the Lot holder to the satisfaction of the Corporation.

Legal Recoveries – Corporations Right to Recover Money

That the Corporation may recover any money owing to it under the Community Titles Act s114 (7), (8) or the by-laws as a debt. An owner of a Community lot must pay or reimburse the corporation on demand, the costs, charges and expenses of the Corporation in connection with contemplated or actual enforcement, or preservation of any rights under the by-laws in relation to the owner or occupier. The Corporation further empowers the Body Corporate Manager to act on its behalf in the recovery of monies owed to it and to take the necessary steps to ensure that this motion is complied with.

Interest Applied on Overdue Levies

That if a levy is not paid on the date by which it becomes due and payable in accordance with a Resolution of the Corporation, the Corporation resolves to apply interest charges on those levies at a rate of 10% per annum.

Insurance Excess

That the cost of the insurance excess be borne by the Lot from which the claim originated. That where a claim has originated from Common Property, the Body Corporate be responsible for the cost of the excess. That where a claim against a Lot owner's alteration and/or addition is made, the responsibility of the insurance excess relating to that claim be borne by that Lot owner.

20/09/22	<u>Water Usage Allocation</u>
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That SA Water usage be charged to owners via division of the SA water account by lot entitlement.

Shade Sails

That Permission be given for a shade sail be installed over carpark 4 and carpark 5, as per quotation QU6090, provided that the structure is installed by a suitably licensed and qualified contractor and satisfies all local government approvals and that the colour of the shade sails and structure is

in keeping with the Corporation's colour scheme. The cost is to be incurred by the lot owners of carpark 4 and 5 and all future maintenance of the shade sail structure is the responsibility of lot 20 and lot 21.

External Awnings

As per quotation Q20378 from Shadeform that Lot 1 be given permission to install an External Awning to the Lot 1 (shop) frontage, as per the artist's impression of the building, when marketed For Sale. The awning is to be in keeping with the Corporations colour scheme and is to be installed in a professional manner by a suitably qualified and insured contractor and all future maintenance and replacement of the awnings will be the responsibility of lot 1. The installation is to satisfy all local government approvals where necessary.

05/09/23

Resident Handbook

That the resident handbook that accompanied the agenda notice would be adopted in line with the Corporation's By-Laws. Strata Data was requested to add this document to the Corporations Resolution document, ensuring any new owners would also receive this information.

Short Stay Handbook

That the short stay handbook that accompanied the agenda notice would be adopted in line with the Corporation's By-Laws. Strata Data was requested to add this document to the Corporations Resolution document, ensuring any new owners would also receive this information.

Internal Leak Policy

That the Internal Leak Policy that accompanied the agenda notice would be adopted in line with the Corporation's By-Laws. Strata Data was requested to add this document to the Corporations Resolution document, ensuring any new owners would also receive this information.

Breach Procedure Policy

That the Breach Procedure Policy that accompanied the agenda notice would be adopted in line with the Corporation's By-Laws. Strata Data was requested to add this document to the Corporations Resolution document, ensuring any new owners would also receive this information.

Review of Security – CCTV

That only the Management Committee (when available) and Impact Electrical would be able to retrieve the CCTV footage when required. When owners require the footage urgently, they would need to email the Body Corporate Manager who would then provide authorisation to Impact Electrical who would then contact the owner directly to arrange payment of the above costs and delivery of the footage.

28/09/23

Lot 1 – Signage Approval

That Lot 1 be permitted to installed a sign at the frontage of their lot in line with the photo that accompanied this said agenda notice provided it is installed in a professional manner by a qualified and insured contractor and all installation costs and all future repair/replacement/ maintenance is the responsibility of the individual unit owner and when the tenancy changes hands that this said sign be removed and the frontage restored to its original condition.

20/02/24

Individual Lock Box Installation Approvals

That Lot owners may install their own individual lock box to the common external walls either above or to the side of the top right of their air conditioner condensers (as per the photo that accompanied the agenda notice) depending on existing services with a lock box similar to the model shown in the supporting document that accompanied this agenda notice provided they are installed in a professional manner by a qualified and insured contractor and all installation costs and all future repair/replacement/ maintenance is the responsibility of the individual Lot owner.

Recovery of Costs

That in the event that the Corporation takes action against a unit owner in respect of unpaid levies or breaches of any By-Law, that unit owner is liable for all costs incurred in relation to any action, including (but not limited to) any debt collector commission, legal fees and disbursements.

Lockbox Approval for Lot 18

That Lot 18 be permitted to install two (2) lockboxes on the side back wall of the parking area as per the photo that accompanied the agenda notice provided, they are installed in a professional manner by a qualified and insured contractor and all installation costs, and all future repair/replacement/ maintenance is the responsibility of the individual Lot owner.

Subsidiaries Parking Numbers

That Lot Owners are permitted to install apartment number (letterbox numbers) to their parking concrete stopper subsidiary provided they are in keeping with the colours and schemes of the ones already installed, they are installed in a professional manner by a qualified and insured contractor and all installation costs, and all future repair/replacement/ maintenance is the responsibility of the individual Lot owner.

Door Smart Locks

That Lot Owners are permitted to install Door Smart Locks to their front apartment doors (the exact style that accompanied the agenda notice as this meets with the fire door specifications) in the colour Brushed Metal Only (not Black), provided they are installed in a professional manner by a qualified and insured contractor and all installation costs, and all future repair/replacement/ maintenance is the responsibility of the individual Lot owner.

19/02/25

Automatic/Remote Controlled Bollards

That Lot 11, 12 and 13 be permitted to install automatic/ remote controlled bollards at their subsidiary parking lots. That all the bollards would be of the same design, and they be installed in a professional manner by a licensed and qualified trade. That the repairs, maintenance and replacement be the lot owner's responsibility. That it is not mandatory to install the bollard.

17/06/25

House Rules Document

That the house rules proposed by Helen Abbott and circulated by Strata Data that are based on the by-laws of the corporation be used as part of the booking contracts that are circulated by the units operating as short stays.

Community Corporation No. 42654 INC.
328 Esplanade Moana

Resident Handbook
(October 2023)

Dear Owner/Resident,

It is my pleasure to welcome you on behalf of Community Corporation No. 42654 Inc.

You are joining a group of residents who are proud of the living environment that they have created, and it is hoped that you enjoy living here. The Resident Handbook is intended to be used as guide to assist living in this Community Corporation.

Moving In & Out & Lift Bookings

When moving large items or goods into your apartment, the lift protection MUST be installed to reduce damage to the lift panels. Please contact Laurinex Cleaning on 1300 528 746 to make the appropriate arrangements. Please note, this does require a booking date and time and the cleaner will invoice you directly for their time.

The cost for installation and removal is as follows:

- Install \$270 excluding GST
- Removal \$270 excluding GST
- Weekly rental of equipment @ \$110.00 excluding GST

For large furniture items, all residents must book the lift via the 'SD Community App'. This will eliminate congestion and ensure minimal disruption to other residents.

To book the lift via the SD Communities App:

1. Select 'Amenities' from the home page
2. Select 'Lift Bookings'
3. Select a date on the calendar
4. Select a start time
5. Select an end time
6. Click next to validate your booking
7. Review Terms & Conditions
8. Submit Booking

When moving items in and out of the lift, please ensure that the doors are not manually held open. This will cause the lift to malfunction and break down until a technician attends to restart it. Please use the 'hold lift open buttons' inside the lift. Please note there are hefty call out fees from the Lift Company for break downs, so we would like to hopefully have none. If it does malfunction, there is a phone line in the lift programmed to call Schindler Lifts or call 08 8241 6900 or please call the Strata Data emergency after hours line on 0401164 989 for assistance afterhours.

Heavy Vehicle Parking

There is a parking bay on Moana Crescent which is out the front of the foyer. This parking bay can be utilised by removalist trucks. We ask that as soon as you are finished unloading that you move out of the bay to allow other residents to use it.

'SD Community' Mobile Phone App

Please ensure you have downloaded the 'SD Community App' available to both IOS and Android users by searching "SD Community" in your app store and download the FREE app or visit www.communities.stratadata.com.au

Upon download, the app will ask you to register for an account. Once your details are entered and an account has been set up; you will be prompted to enter the Site Code "HAMPTON". Once entered ensure you select 'Hamptons at Moana' from the drop-down list. This App has been designed to make living in the building as easy as possible. Via the app, you will have access to building contacts, policies, procedures, and a booking system for the lifts. We encourage all residents to use the App to ensure efficient communication. Communication to the owner will be made via SMS and email to ensure matters are dealt with in the quickest way possible. Please also ensure you allow push notifications on your device, as from time-to-time notifications will be sent alerting you to building-related issues. If you are experiencing any issues registering with the App please contact the Strata Data office who will be able to help assist.

Keys, Fobs & Remotes

Should you or your agent require additional apartment door keys, fobs or gate remotes these requests need to come through in writing to the Body Corporate Manager. Please ensure you state your apartment number, the address of the Corporation and the items you wish to order in your email. Once the keys/fobs/remotes are ready the contractors will contact you directly for payment and collection.

Please note, Strata Data only provides the contractor with approval for you to order these items. Owners and Agents are responsible for any follow-up with these contractors – Impact Electrical for all Fobs, Magill Locksmith for all apartment keys, Automatic Gate Solutions for all garage remotes. The contractor's information will be provided upon receiving the above request.

Should you or your agent incur any door hardware issues, occupiers can contact Magill Locksmith directly for 24/7 Lock Smith support on 08 8365 5066 at their cost.

The code to the automotive gate is 5169#, should you lose your remote.

When ordering new keys/fobs/remotes, its best practice to note the serial number and keep the record in a safe place in case these items are stolen they can be deactivated.

Residents must surrender all keys or access Fobs/Remotes belonging to the apartment upon selling or termination of any tenancy.

Internet

The Corporation is NBN ready therefore please contact your preferred service provider to arrange connection. There may be an establishment fee which is payable by the lot owner.

Electricity, PV Solar, Gas & Hot Water

Origin Energy has been appointed to manage your building's embedded networks. This involves the utilities in the apartments, commercial tenancy, and common areas of the building. To learn more about embedded networks, please refer to the handover manual in your welcome pack or visit www.originenergy.com.au Origin will invoice you directly for electricity and also for gas usage to heat the hot water in the apartment.

Insurance

The building insurance has been placed and will be paid for each year by the Community Corporation. All residents will need to arrange for their own contents and landlord insurance and landlord for their contents and personal items within their apartments.

By law's

Please ensure you read the Corporation's By-Laws thoroughly. This document is available on the SD Community App. If you have any questions regarding the bylaws, please contact Strata Data.

Corporation Policies & Procedures

Please ensure you read the Corporation's Procedures and Policies thoroughly. These documents are available on the SD Community App. If you have any questions regarding the items, please contact Strata Data.

Water Consumption

SA Water charges all water usage directly to the owners by entitlement mode of division.

- Water isolation taps for the whole apartment are in the hatches in the bathrooms or ensuite roof. A standard key (or large flat head screwdriver) opens this hatch.

Balconies

- No hanging of any personal items over balconies is allowed.
- No use of a hose or high-pressure water spraying device is allowed to clean the balcony of your apartment.
- All residents must take every reasonable precaution to prevent items from blowing or dropping off (for example, discarded cigarettes) on your balcony.

- No additional screening can be placed on the balconies unless approval has been granted by the Body Corporate.
- All balconies are to be kept clean and tidy with only outdoor furniture allowed.

Notification of Damage

All residents are responsible for reporting any damage or safety concerns on the common property to Strata Data by contacting their Body Corporate Manager via email, their agent or logging on the 'SD Community' App (maintenance section/tab). Please take a photo/s of the maintenance in question and provide maintenance location and concerns in detail so this communication can be passed onto the contractors to ensure their attendance is productive and cost effective to the Body Corporate.

Smoking

No smoking on common property is allowed.

For Sale or Lease Signs

No advertising signs are permitted to be placed on the common property at any time.

Supervision of Children

It is the responsibility of adult residents and/or visitors to always supervise children when on the common property and to ensure all children residing at or visiting the property are aware of the By Laws and House Rules that apply to them. Kindly remind children residing or visiting the property that cycling, skateboarding, scooting or ball games are not permitted within the common property. Residents and visitors are encouraged to utilise the high-quality recreational facilities within a short walking distance of the complex.

No Vehicles to be parked in Common Areas.

- All contractors should be advised of the above parking restrictions, if contractors require loading or unloading space, Strata Data should be contacted, so appropriate arrangements can be made.
- Car parks must be kept clear of unsightly goods, debris, and rubbish.
- Removal of Oil Stains is the responsibility of owners/tenants. Any stains left longer than 30 days will be removed by the Corporation with the cost to be passed on to the owner by special levy.
- Any activity that disturbs residents is considered a breach, in which penalties can be incurred.
- Drivers must be aware of pedestrians, always including children and respect the speed limit of 5 Kms.

Washing of Cars

No Washing of vehicles on site are permitted.

Common Walkways

All walkways must always be kept clear of clutter and unsightly material or rubbish. Any personal items stored in unauthorised areas and/or Common Property will be removed immediately.

Please be aware that any damage caused by owners, owner's representatives or owner's removalist must be reported on the 'SD Community' App (maintenance section/tab), or directly to the Body Corporate Manager via email. Rectification of any damage or removal will be at the cost of the owner.

Unruly Behavior/Excessive and prolonged Noise or such Disturbances

Unruly behaviour/Excessive and prolonged Noise or such Disturbances are not permitted on the property.

Should reasonably requests to neighbors or visitors to cease such disturbances be unsuccessful, residents are encouraged not to enter into a confrontation, but contact the SAPOL Assist Line (131 444) to report the incident. Please record the report number and any other additional information provided.

Any activity that disturbs residents is considered an offence/breach, in which penalties of up to \$500.00 may be applied.

Cleaning and Waste Collection

Cleaners attended weekly on Mondays & Thursdays to ensure the common areas are kept clean & tidy.

Recycling Waste bins are collected Monday evening.

IMPORTANT: The waste collectors will not collect the bins if there is rubbish obstructing their access to the bin room / bins. Do not leave cardboard boxes on the floor or on top of the lids of the bins. If you have a large amount of recycling or waste, please take your rubbish to the nearest depot to eliminate additional levies being applied to the Body Corporate due to emergency call outs to the cleaners to dispose of excess waste which has not been disposed of correctly.

All Cardboard boxes must be flattened and placed in the appropriate bin.

General Waste bin is in the waste room located on the southern boundary fence at the rear of Common Property. Please refer to City of Onkaparinga website for additional information on your waste collection options.

Keeping of Pets

Any owner/tenant may keep one small household pet within their Lot.

Any additional pets would require written approval from the Corporation by holding a special meeting at the owners cost through Strata Data.

Body Corporate Approvals

Should owners wish to make any alterations or additions to your apartment, these requests can be emailed through to [the Body Corporate Manager](#). Please note, that the cost of the meeting is the owner's responsibility or items can be placed on the Annual General Meeting agenda. Please ensure all emails include your apartment number, type of alteration/addition you wish approval for.

Letters of Compliance

Residents are advised that any Electrical or Gas work carried out in their apartment requires a Letter of Compliance to be issued by a qualified installer. A copy of this compliance must be held by the owner in case at any time the Body Corporate requests to see this.

Internal Leaks

All residents are encouraged to check all their fittings to washing machines, dishwashers, and general appliances on a regular basis to minimise the risk of flooding.

Any cost for investigation, repair or cleaning of the common property that is a result from a leak in a unit/apartment will be the responsibility of the individual owner and the costs will be passed on accordingly, in line with corporation's by-laws and Sections 12 (1), 28 (b), 43 (1)(b)(c) and 101 of the Community Titles Act 1996 (as amended)

If you incur an internal leak from the above apartment (this includes balcony leaks), please follow the Internal Leak Procedure/policy. This policy is available on the SD Community App.

Breach of By-Laws Policy

From time to time, owners/residents may be in breach of a By Law(s) either without understanding they are in breach, or even with the knowledge, choose to ignore a bylaw(s). As a community, it is important we all work together to respect the Community Corporations By Laws and/or any rules that the committee/lot owners have approved to be used in conjunction with these By Laws.

All owners have an obligation to adhere to the By Laws for the Community Corporation 42654 as part of the purchase of their apartment. All residents, whether they be owners, tenants or short stay residents are bound by these By Laws. They are also responsible for ensuring their guests abide by these By Laws too.

Resolutions Affecting Strata Corporation 42654 Inc

Please refer to the Corporation's breach procedure/policy to what occurs when someone is in breach of a bylaw. This policy is available on the SD Community App.

Important Contact Details

Strata Data Details for Owners or Agents only:

Reception on 08 8372 2777 or email reception@stratadata.com.au

Body Corporate Manager – Carman Adams on 08 8372 2728 or email cadams@stratadata.com.au

Please note, Strata Data has no authority to correspond with tenants and landlords could incur additional fees for Strata Data's time if this is requested.

All tenants should contact their agents directly if they have any questions or concerns in relation to their apartment or common property.

Contact Details for All Residents

Emergency Line for After Hours

0401 164 989

Please only call if urgent (repairs that cannot wait till business hours), as call out fees could be passed back onto the residents if not considered urgent.

Gas Leak Line

1300 366 424

State Emergency Service

000 (If life threatening)

132 500 (flood & storm)

Police

000 (If life threatening)

131444 or

Adelaide 176 Grenfell Street Station direct number 08 7322 4800

Ambulance Services

1300 136 272

Note: In the event of an emergency, there are procedures in place that ensure all emergency services will be able to access the building as required

With best wishes from your

Presiding Officer, Secretary, Treasurer and Committee Members

Community Corporation No. 42654 INC.
328 Esplanade Moana

Short Stay Handbook
(October 2023)

Dear Visitor,

It is my pleasure to welcome you on behalf of Community Corporation No. 42654 Inc.

You are visiting a group of residents who are proud of the living environment that they have created, and it is hoped that you enjoy your visit here. The Short Stay Handbook is intended to be used as guide to assist living in this Community Corporation during your short stay with us.

CHECK IN

Reminding you that the address is XX/328 Esplanade, Moana, SA 5169, Australia Check in is on XXXX, from XXXX pm.

Check out is on XXXX by XXXX am.

As promised here are the instructions for smooth check in:

Key Code: XXXX

There's a complimentary bottle of wine for you on arrival, kick off that holiday feeling! :-)

CHECK IN

The property operates as a self-check-in with the lockbox so you can check in at your leisure.

1. Enter car park at the rear of the building. Car Park pin pad is located on the left of the gate.
3. Car Park Code: 5169#
4. Your car space is #XXX and #XXX and it is a tandem space for 2 cars, one behind the other.
5. On the wall in front of the car spaces is a lockbox labelled XXXX
6. Enter the code for the lockbox

The fob/key are used for the foyer, lift and open the front door of the apartment.

You can enter the building through the door to the right of the car space or the front doors of the building.

The apartment XXX is located on Level X

Note: To lock the front door from inside, it needs to be pulled firmly until it clicks, then can be locked.

CAR PARKING

There is parking on the property for up to 2 cars, and plenty of street parking. Details above.

BEACH EQUIPMENT

These are stored in the Storage locker outside opposite the car spaces.

It is the second shed from the left and the code is XXXX

Please lock it each time.

BINS

The waste bins are located at the left side of the driveway leading into the car park.

Yellow bin is for recycling, Green for compostable food/garden waste and Blue skip bin for general rubbish.

WiFi

Network: XXXX

Password: XXXX

AIR CON

There are two controllers on the left and right of the lounge room. Each correspond to the side of the apartment and bedrooms.

Allow approx. 15 to 20 mins for heating and cooling to take effect.

Having the bedroom doors closed and the blinds down in the bedrooms will also help, especially if hot weather.

INDUCTION STOVE

0. Switch on "Cooker switch" on (by clicking it the left). It is on the splash back next to the power points on the right-hand side of the cooker.

1. Push the power button on the stove so that stove lights come on with the letter "L" next to the 2 rows of temperature controls.

2. Don't keep holding the power down.
3. Then push the lock button (situated above the power button) down for approximately 5 seconds and you will notice the number 0 illuminates next to each temperature control.
4. Put an induction pot on each induction plate and then push down on the numbers on the temperature control to select the heat you require and enjoy your meal!

BALCONY & BBQ

Please note that the balcony blinds are not to be used in windy weather.

Please clean the BBQ after use.

HOUSE RULES

House rules apply to guests and visitors. Guests are responsible for visitors.

Do not disturb other guests and neighbours; obey local rules and respect the community you are visiting.

Quiet hours are from 10pm-8am on weekdays and from 12am -8am on weekends.

Parties, offensive noise, or behaviour is prohibited. Comply with specific parking instructions and regulations.

Dispose of rubbish as instructed.

This is a strictly non-smoking on the property.

Consume alcohol responsibly, no drugs or illegal activities are permitted on the premises.

Report all breakages and damages to the host.

No Pets allowed.

No hanging of any personal items over balconies is allowed.

No personal items to be stored in the common areas of the property.

Please brush down and wipe the BBQ after use and turn the gas off at the bottle.

Don't forget to turn off lights and air conditioning when leaving the house.

Supervision of Children

It is the responsibility of adult residents and/or visitors to always supervise children when on the common property and to ensure all children residing at or visiting the property are aware of the By Laws and House Rules that apply to them. Kindly remind children residing or visiting the property that cycling, skateboarding, scooting or ball games are not permitted within the common property. Residents and visitors are encouraged to utilise the high-quality recreational facilities within a short walking distance of the complex.

Important Contact Details

Host Details

XXXX

XXXX

Gas Leak Line

1300 366 424

State Emergency Service

000 (If life threatening)

132 500 (flood & storm)

Police

000 (If life threatening)

131444 or

Adelaide 176 Grenfell Street Station direct number 08 7322 4800

Ambulance Services

1300 136 272

Note: In the event of an emergency, there are procedures in place that ensure all emergency services will be able to access the building as required

With best wishes from your

Presiding Officer, Secretary, Treasurer and Committee Members

Resolutions Affecting Strata Corporation 42654 Inc

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Internal Leak Policy

All residents are encouraged to check all their fittings to washing machines, dishwashers, and general appliances on a regular basis to minimise the risk of flooding.

Any cost for investigation, repair or cleaning of the common property that is a result of a leak in an apartment in line with your By-Laws and under Sections 12 (1), 28 (b), 43 (1)(b)(c) and 101 of the Community Titles Act 1996 (as amended) be the responsibility of the individual owner and the costs will be passed on accordingly. If you incur an internal leak from the above apartment, please follow the following procedure:

- Contact Strata Data for the above apartment's contact details, so both owners can work together to rectify the leak.
- These kinds of repairs are generally a Lot/s owner's responsibility, so it is in both owners' best interest to work together to repair the cause of the leak, to ensure the resultant damaged can be addressed in line with insurance provider's terms and conditions.
- Lot owners can engage their own plumbers or contact the corporation's plumber on Maintenance Matters on 08 8372 2766. Please ensure the plumber states the cause of the leak on the invoice for insurance purposes.
- Once the cause of the leak has been rectified, please send a copy of the paid invoice to Strata Data to process a claim for the below apartments resultant damage. The owner responsible for the leak is the owner response for the insurance excess cost or cost of damage if under excess.
- The Lot owner with resultant damage is responsible to send photos of the resultant damage with clear instructions to the location of the damage to Strata Data to assist with the lodging of the insurance claim. If you want to arrange your own contractor to attend to the said repairs, please ensure these repairs are in line with the insurance provider's terms and conditions. If unsure, best to confirm with Strata Data first to ensure a full reimbursement will be received for works.

Please note, should leaks not be actioned straight away, the insurance provider may decline the resultant damage claim and the cost of repairs to the below apartment would then fall back to the Lot owner responsible for the leak. If Strata Data needs to get involved in assisting owners responsible for the damage or commence force entry procedures our additional fees of \$110.00 per hour will be applied and passed onto the owners responsible for these requested works.

If you incur a leak from the common roof (Level 2 Apartments only), please follow the following procedure:

- Contact Strata Data in writing and provide photos of the ceiling damage, clear instructions of the location of the said damage and the best telephone or email contact details of the person who will be providing the contractor access into your apartment to investigate the cause of the leak.
- Strata Data would then arrange an investigation and make safe of the area to be undertaken to identify the cause of the leak and if funds are available arrange for the necessary repairs to take place to the roof and ceiling.
- Once the cause of the leak has been rectified, Strata Data would then lodge a claim with the insurance provider for any resultant damage.

Breach Procedure/Policy

Introduction

From time to time, owners/residents may be in breach of a By Law(s) either without understanding they are in breach, or even with the knowledge, choose to ignore a bylaw(s). As a community, it is important we all work together to respect the Community Corporations By Laws and/or any rules that the committee/lot owners have approved to be used in conjunction with these By Laws.

All owners have an obligation to adhere to the By Laws for the Community Corporation 42654 Inc. as part of the purchase of their apartment at 328 Esplanade Moana. All residents, whether they be owners or tenants are bound by these By Laws. They are also responsible for ensuring their guests abide by these By Laws too. What happens when someone is in breach of a bylaw?

This procedure is in line with the Community Titles Act 1996 and is the process the Community Corporation 42654 Inc has adopted for all breaches of the By Laws.

1. Formal initiation of process

For any breach to be addressed, the notification of the breach or complaint must be put in writing (by letter or email) to Strata Data.

The correspondence should include:-

- 1.1 Detail of the situation that has occurred or breach that has taken place
- 1.2 Where possible or appropriate, provide evidence (this could be in the form of photos, video, a diary of the accounts, police report number or signed statutory document of the accounts)
- 1.3 The Body Corporate Manager would advise they would contact the owner in breach in line with the initial formal contact (point 2). If the behaviour continues after the agreed timeframe/deadline during the conversation the person reporting the complaint would need to advise the manager in line with point 1.1 and 1.2 so they could commence the second warning notices in line with item 3 and so on.

2. Initial formal contact

Once a formal complaint or notification of a breach has been received by the Body Corporate Manager, the following would occur, depending on the seriousness of the situation:

- 2.1 Minor Breach that is rectified - The Body Corporate Manager would call the owner who is in breach to give them a friendly or firm warning that a written complaint has been received and the situation needs to be addressed as soon as possible. [End of process]
- 2.2 If the breach is significant - Then the call would advise them a first warning letter is on its way to them but wanted to give them a heads up and to also hear their side of the situation. (This tends to defuse the situation a little rather than just a getting letter, which can put some owners on the defence. Sometimes the person putting forward the complaint has also not been totally truthful of the situation, so it is only fair to hear both sides of the situation.

3. Follow up communication – nonadherence to initial formal contact

If the process above has not resulted in a desired outcome, the Body Corporate Manager would then issue a formal *Notice to Comply with a by-law* and ask them to cease the activity that's creating trouble.

If the by-law is being breached by a resident, the notice will be addressed to owner as they are still deemed the responsible party and it is then their responsibility to ensure their tenant complies.

If, after the time stipulated on the previous letter has passed (again depending on the seriousness of the breach this could be immediate, 1, 2, 3 or 4 weeks) the following would occur if the breach has not been rectified or ceased:-

- 3.1 The Body Corporate Manager sends a formal letter/second warning letter that details what the penalty amount would be if this behaviour or breach continues. The recommended penalties would start around \$250 to \$300 depending on the offence and this amount can then be increased each month if the beach is ongoing).

Note: The magistrate likes to see (if the penalty is disputed) that the corporation has acted fairly when applying the penalties verse a person receiving the maximum penalty straight off, this is not viewed kindly and legal advice has been recommended to start the penalty at mid-price and then increase by \$50 or \$100 depending on the seriousness of the offence should it continue.

- 3.2 Send the Penalty notice in line with the Body Corporate/Committee's instructions and the Act. The notice would contain the following:

Example of letter

Dear XXXX

The COMMUNITY CORPORATION 42654 INC gives you notice that you have contravened or failed to comply with by-law X, section XXXX by not XXXX as requested in the final breach letters sent on XXXX and XXXX.

The penalty of \$350.00 is payable to the corporation by you not later than {XXXXXX}

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

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

Should you wish to discuss any aspect of this matter please feel free to contact the undersigned.



CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	POL11098807
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	Community Corporation No. 42654 328 Esplanade, Moana, SA, 5169
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 30/11/2025 Expiry Date: 4:00pm on 30/11/2026
INTERMEDIARY	PSC Insurance Brokers (Adelaide)
ADDRESS	Level 2, 257 Melbourne Street, North Adelaide, SA, 5006
DATE OF ISSUE	12/11/2025

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$8,400,000
		Common Area Contents	\$84,000
	PART B	2. Terrorism Cover under Section 1 Part A2	Applies
		Loss of Rent/Temporary Accommodation	\$1,260,000
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
SECTION 2	Liability		\$30,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$1,000,000
SECTION 7	Machinery Breakdown		\$100,000
SECTION 8	Catastrophe		Not Included
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder.

This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

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

Land and Business (Sale and Conveyancing) Regulations 2025 - regulation 17

Buyers information notice

Prescribed notice to be given to purchaser

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

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

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

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

Safety

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

Enjoyment

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

Value

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

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

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

IMPORTANT NOTICE
SMOKE ALARM LEGISLATION

Legislation relating to smoke alarms came into force on the 1st day of February 1998.

- If the home you are purchasing was built on or after the 1st of January 1995, then it should already have an operational mains powered smoke alarm installed. If not, it is the responsibility of the vendor to install it prior to settlement at the vendor's cost.
- If the home was built prior to the 1st of January 1995, but purchased by the vendor on or after 1st February 1998, then it should already have either an operational mains powered smoke alarm installed, or one powered by 10 year life, non-replaceable, non-removeable permanently connected batteries. Again, it is the responsibility of the vendor to install such an alarm prior to settlement, and at the vendor's cost.
- In all other cases, the home you are buying must have at least, a battery operated smoke alarm which you are required to upgrade to mains power (or an alarm fitted with 10 year life, non-replaceable, non-removeable permanently connected batteries) within six months of the date of purchase. It is recommended that at least one smoke alarm be installed on each floor of a multi storey dwelling.

The smoke alarms must be installed by a licensed electrician and must comply with the Australian Standard. A maximum penalty of \$750.00 for a breach of the legislation applies.

Besides this penalty, there is also a risk that damage caused by fire to a dwelling, which does not have a smoke alarm installed as required under the legislation, may not be covered by insurance.

Title	SIGNATURE REQUEST: Form 1 on Frome - APARTMENT 18, 328...
File name	adsa_form.pdf
Document ID	564f4e8c80118b0d254650ffda5db77c6e37dc09
Audit trail date format	DD / MM / YYYY
Status	● Signed

Document history

 SENT	30 / 04 / 2026 11:33:05 UTC+9.5	Sent for signature to ANTONIO D'ARRIGO (ad@rdcpartners.com.au) from info@form1onfrome.com.au IP: 58.171.23.10
 VIEWED	04 / 05 / 2026 08:47:34 UTC+9.5	Viewed by ANTONIO D'ARRIGO (ad@rdcpartners.com.au) IP: 1.158.192.24
 SIGNED	04 / 05 / 2026 08:47:46 UTC+9.5	Signed by ANTONIO D'ARRIGO (ad@rdcpartners.com.au) IP: 1.158.192.24
 COMPLETED	04 / 05 / 2026 08:47:46 UTC+9.5	The document has been completed.