

FORM 1 - Vendor's Statement

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

Contents

Preliminary

Part A – Parties and land

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

Part C – Statement with respect to required particulars

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

Schedule

Preliminary

To the purchaser:

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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

PART A – PARTIES AND LAND

1 Purchaser:

Address:

2 Purchaser's registered agent:

Address:

3 Vendor:

Belinda May Swift

Address:

Po Box 1129, Bakery Hill VIC 3354

4 Vendor's registered agent:

Magain Real Estate Happy Valley Pty Ltd T/A Magain Real Estate

Address:

Shop 2, Happy Valley Shopping Centre, 50 Kenihans Road Happy Valley SA 5159

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

6 Description of the land:

[Identify the land including any certificate of title reference]

Being the land situated at Unit 1/98 Woodend Road, Trott Park SA 5158 and being whole of the land in

Certificate of Title Volume 5142 Folio 208 and being whole of Unit 1 Strata Plan 12581 in the Area named Trott

Park in the Hundred of Noarlunga

PART B – PURCHASER'S COOLING-OFF RIGHTS AND PROCEEDING WITH THE PURCHASE

To the purchaser:

Right to cool-off (section 5)

1 – Right to cool-off and restrictions on that right

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

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

2 – Time for service

The cooling-off notice must be served–

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

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

3 – Form of cooling-off notice

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

4 – Methods of service

The cooling-off notice must be–

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

Po Box 1129, Bakery Hill VIC 3354

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

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

danielle@magain.com.au

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

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

Shop 2, Happy Valley Shopping Centre, 50 Kenihans Road Happy Valley SA 5159

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

Note–

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

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

5 – Effect of service

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

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

Proceeding with the purchase

If you wish to proceed with the purchase—

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

PART C – STATEMENT WITH RESPECT TO REQUIRED PARTICULARS

(section 7(1))

To the purchaser:

*I / ~~We~~,

Belinda May Swift

of

Po Box 1129, Bakery Hill VIC 3354

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

Date: _____ Signed: _____

Date: _____ Signed: _____

PART D – CERTIFICATE WITH RESPECT TO PRESCRIBED INQUIRIES BY REGISTERED AGENT

(section 9)

To the purchaser:

I,

Danielle Comer

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

Exceptions:

NIL

Date: _____ Signed: _____

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

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

SCHEDULE – DIVISION 1**PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND****(section 7(1)(b))****Note –**

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

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

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

TABLE OF PARTICULARS

Column 1	Column 2	Column 3
----------	----------	----------

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

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

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

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

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

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

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

Column 1	Column 2	Column 3
1. General		
1.1 Mortgage of land	<i>Is this item applicable?</i>	<input checked="" type="checkbox"/>
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Will this be discharged or satisfied prior to or at settlement?</i>	YES
	<i>Are there attachments?</i>	YES
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> CERTIFICATE OF TITLE - VOLUME 5142 FOLIO 208 Number of mortgage (if registered): 13670104 Name of mortgagee: MORTGAGE TO MYSTATE BANK LTD. (ACN: 067 729 195)	
1.2 Easement (whether over the land or annexed to the land)	<i>Is this item applicable?</i>	<input checked="" type="checkbox"/>
Note - "Easement" includes rights of way and party wall rights.	<i>Will this be discharged or satisfied prior to or at settlement?</i>	NO
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Are there attachments?</i>	YES
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> PROPERTY INTEREST REPORT (PAGE 13) Description of land subject to easement: PORTION OF THE LAND IN CT-5142/208 Nature of easement: STATUTORY EASEMENT TO SA POWER NETWORKS Are you aware of any encroachment on the easement? NO (If YES, give details): If there is an encroachment, has approval for the encroachment been given? (If YES, give details):	
1.3 Restrictive covenant	<i>Is this item applicable?</i>	<input type="checkbox"/>
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Will this be discharged or satisfied prior to or at settlement?</i>	YES/NO
	<i>Are there attachments?</i>	YES/NO
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Nature of restrictive covenant: Name of person in whose favour restrictive covenant operates: Does the restrictive covenant affect the whole of the land being acquired? (If NO, give details): Does the restrictive covenant affect land other than that being acquired?	

Column 1	Column 2	Column 3
1.4 Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.) <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> LEASE AGREEMENT Names of parties: LANDLORD: BELINDA SWIFT TENANT: KATIE DUNNING Period of lease, agreement for lease etc: From: 17/05/2024 To: 16/05/2025 Amount of rent or licence fee: \$500 per (period) WEEK Is the lease, agreement for lease etc in writing? YES If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify- (a) the Act under which the lease or licence was granted: (b) the outstanding amounts due (including any interest or penalty):	<input checked="" type="checkbox"/> NO YES
5. Development Act 1993 (repealed)		
5.1 section 42 - Condition (that continues to apply) of a development authorisation <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> DEVELOPMENT AUTHORISATION 100/2011/1689 Condition(s) of authorisation: REFER TO DEVELOPMENT AUTHORISATION 100/2011/1689	<input checked="" type="checkbox"/> NO YES
6. Repealed Act conditions		
6.1 Condition (that continues to apply) of an approval or authorisation granted under the Building Act 1971 (repealed), the City of Adelaide Development Control Act 1976 (repealed), the Planning Act 1982 (repealed) or the Planning and Development Act 1966 (repealed) <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> DEVELOPMENT APPROVALS 100/1992/11025 & 100/1992/11005 Nature of condition(s): REFER TO DEVELOPMENT APPROVALS 100/1992/11025 & 100/1992/11005	<input checked="" type="checkbox"/> NO YES
7. Emergency Services Funding Act 1998		
7.1 section 16 - Notice to pay levy	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> CERTIFICATE OF EMERGENCY SERVICES LEVY Date of notice: 03/02/2025 Amount of levy payable: \$ 0.00	<input checked="" type="checkbox"/> YES YES

Column 1	Column 2	Column 3
19. Land Tax Act 1936		
19.1 Notice, order or demand for payment of land tax	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>CERTIFICATE OF LAND TAX</p> <p>Date of notice, order or demand:</p> <p>03/02/2025</p> <p>Amount payable (as stated in the notice):</p> <p>\$ 0.00</p>	<p><input checked="" type="checkbox"/></p> <p>YES</p> <p>YES</p>
21. Local Government Act 1999		
21.1 Notice, order, declaration, charge, claim or demand given or made under the Act	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>LOCAL GOVERNMENT RATES SEARCH</p> <p>Date of notice, order etc:</p> <p>Friday, 31 January 2025</p> <p>Name of council by which, or person by whom, notice, order etc is given or made:</p> <p>CITY OF MARION</p> <p>Land subject thereto:</p> <p>UNT: 1 SP: 12581 CT: 5142/208</p> <p>Property Address: 1/98 Woodend Road TROTT PARK 5158</p> <p>Nature of requirements contained in notice, order etc:</p> <p>PAYMENT OF LOCAL GOVERNMENT RATES</p> <p>Time for carrying out requirements:</p> <p>REFER TO LOCAL GOVERNMENT RATES SEARCH</p> <p>Amount payable (if any):</p> <p>\$ 616.00</p>	<p><input checked="" type="checkbox"/></p> <p>YES</p> <p>YES</p>

Column 1	Column 2	Column 3
29. Planning, Development and Infrastructure Act 2016		

Column 1	Column 2	Column 3
29.1 Part 5 - Planning and Design Code	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>- CITY OF MARION COUNCIL SEARCH (& SECTION 7 REPORT)</p> <p>- PROPERTY INTEREST REPORT (29.)</p> <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):</p> <p>Zones</p> <p>Suburban Neighbourhood (SN)</p> <p>Subzones</p> <p>No</p> <p>Zoning overlays</p> <p>Overlays</p> <p>Airport Building Heights (Regulated) (All structures over 30 metres)</p> <p>The Airport Building Heights (Regulated) Overlay seeks to ensure building height does not pose a hazard to the operation and safety requirements of commercial and military airfields.</p> <p>Affordable Housing</p> <p>The Affordable Housing Overlay seeks to ensure the integration of a range of affordable dwelling types into residential and mixed use development.</p> <p>Hazards (Flooding - Evidence Required)</p> <p>The Hazards (Flooding - Evidence Required) Overlay adopts a precautionary approach to mitigate potential impacts of potential flood risk through appropriate siting and design of development.</p> <p>Prescribed Wells Area</p> <p>The Prescribed Wells Area Overlay seeks to ensure sustainable water use in prescribed wells areas.</p> <p>Regulated and Significant Tree</p> <p>The Regulated and Significant Tree Overlay seeks to mitigate the loss of regulated trees through appropriate development and redevelopment.</p> <p>Stormwater Management</p> <p>The Stormwater Management Overlay seeks to ensure new development incorporates water sensitive urban design techniques to capture and re-use stormwater.</p> <p>Traffic Generating Development</p> <p>The Traffic Generating Development Overlay aims to ensure safe and efficient vehicle movement and access along urban transport routes and major urban transport routes.</p> <p>Urban Tree Canopy</p> <p>The Urban Tree Canopy Overlay seeks to preserve and enhance urban tree canopy through the planting of new trees and retention of existing mature trees where practicable.</p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area?</p> <p>NO</p> <p>Is the land designated as a local heritage place?</p> <p>NO</p> <p>Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?</p> <p>NO</p> <p>Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?</p> <p>YES</p> <p>Note-</p> <p>For further information about the Planning and Design Code visit www.code.plan.sa.gov.au</p>	<input checked="checked" type="checkbox"/> NO YES

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

Column 1	Column 2	Column 3
29.2 section 127 - Condition (that continues to apply) of a development authorisation	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p>	<div><input type="checkbox"/></div> <p>YES/NO</p> <p>YES/NO</p>

[Note -

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

N/A

34. Water Industry Act 2012

34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>SA WATER CERTIFICATE</p> <p>Date of notice or order:</p> <p>31/1/2025</p> <p>Name of person or body who served notice or order:</p> <p>SA WATER</p> <p>Amount payable (if any) as specified in the notice or order:</p> <p>REFER TO SA WATER CERTIFICATE</p> <p>Nature of other requirement made (if any) as specified in the notice or order:</p> <p>PAYMENT OF SA WATER RATES AND CHARGES</p>	<div><input checked="" type="checkbox"/></div> <p>YES</p> <p>YES</p>
--	---	--

SCHEDULE – DIVISION 2**OTHER PARTICULARS****(section 7(1)(b))****Particulars relating to strata unit**

1 Name of strata corporation:

STRATA CORPORATION NO. 12581 INC

Address of strata corporation:

98 WOODEND ROAD, TROTT PARK SA 5158

2 Application must be made in writing to the strata corporation for the particulars and documents referred to in 3 and 4. Application must also be made in writing to the strata corporation for the articles referred to in 6 unless the articles are obtained from the Lands Titles Registration Office.

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

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

ADMIN FUND - \$509.40 PER QUARTER

+

SINKING FUND - \$203.75 PER QUARTER

REFER TO DOCUMENTS SUPPLIED BY THE STRATA CORPORATION FOR FURTHER INFORMATION

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

REFER TO DOCUMENTS SUPPLIED BY THE STRATA CORPORATION FOR FURTHER INFORMATION

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

REFER TO DOCUMENTS SUPPLIED BY THE STRATA CORPORATION FOR FURTHER INFORMATION

(d) particulars of the unit entitlement of the unit:

815:10000

[If any of the above particulars have not been supplied by the strata 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 strata corporation that are enclosed:

(a) a copy of the minutes of the general meetings of the strata corporation and management committee

*for the 2 years preceding this statement/~~since the deposit of the strata plan;~~

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

YES

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

YES

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

YES

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

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

6 A copy of the articles of the strata corporation is enclosed.

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

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

Name:

STRATA MANAGEMENT SA

Address:

225 FULLARTON ROAD, EASTWOOD SA 5063

PH: (08) 7081 0375

Note—

- (1) A strata corporation must (on application by or on behalf of a current owner, prospective purchaser or other relevant person) provide the particulars and documents referred to in 3(a)-(c), 4 and 6 and must also make available for inspection its accountancy records and minute books, any contract with a body corporate manager, the register of unit holders and unit holder entitlements that it maintains, and any documents in its possession relating to the design and construction of the buildings or improvements on the site or relating to the strata scheme.
- (2) Copies of the articles of the strata corporation may also be obtained from the Lands Titles Registration Office.
- (3) All owners of a strata unit are bound by the articles of the strata corporation. The articles regulate the rights and liabilities of owners of units in relation to their units 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 strata unit, see Division 3 of this Schedule.

Particulars of building indemnity insurance**Note—**

Building indemnity insurance is not required for—

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

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

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

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?

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:

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

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

Governance

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

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

Use of your property

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

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

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments - voting rights

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

Further information

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

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

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

You can also seek advice from a legal practitioner.

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser acknowledges receipt of the following:

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

the above being identified by pages numbered **1** to **16** inclusive, together with the following annexures and supporting documents (if any):

FORM R3 Buyers Information Notice

- CERTIFICATE OF TITLE-5142/208

- STRATA PLAN 12581

- PROPERTY INTEREST REPORT

- LEASE AGREEMENT

- DEVELOPMENT AUTHORISATION 100/2011/1689

- DEVELOPMENT APPROVALS 100/1992/11025 & 100/1992/11005

- CITY OF MARION COUNCIL SEARCH

- LOCAL GOVERNMENT RATES SEARCH

- CERTIFICATE OF EMERGENCY SERVICES LEVY

- CERTIFICATE OF LAND TAX

- SA WATER CERTIFICATE

- DOCUMENTS SUPPLIED BY THE STRATA CORPORATION

- BUILDING INDEMNITY INSURANCE CERTIFICATE

SIGNED BY THE PURCHASER:

Date: _____ Signed: _____

Date: _____ Signed: _____

The Purchaser:

1. acknowledges and consents to the parties and their representatives signing the Form 1 by digital and or electronic signatures under the *Electronic Communications Act* (SA);
2. by signing this Acknowledgement, signs for all Purchasers, and warrants authority to acknowledge the Form 1 for all Purchasers (if more than 1); and
3. is not required to sign a Form 1 for it to be validly served and acknowledges the signing provision above is included if the Agent serves the Form 1 in person and wants evidence of the Purchaser having been served. If the Form 1 is served electronically, the email is sufficient evidence of what has been served.

Form R3

Buyers information notice

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

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

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

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

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

Safety

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

Enjoyment

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

Value

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

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

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

REAL PROPERTY ACT, 1986



South Australia

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 5142 Folio 208

Parent Title(s)	CT 5096/546		
Creating Dealing(s)	SA 7563813		
Title Issued	08/09/1993	Edition 5	Edition Issued 03/12/2021

Estate Type

FEE SIMPLE (UNIT)

Registered Proprietor

BELINDA MAY SWIFT
OF UNIT 1 98 WOODEND ROAD TROTT PARK SA 5158

Description of Land

UNIT 1 STRATA PLAN 12581
IN THE AREA NAMED TROTT PARK
HUNDRED OF NOARLUNGA

Easements

NIL

Schedule of Dealings

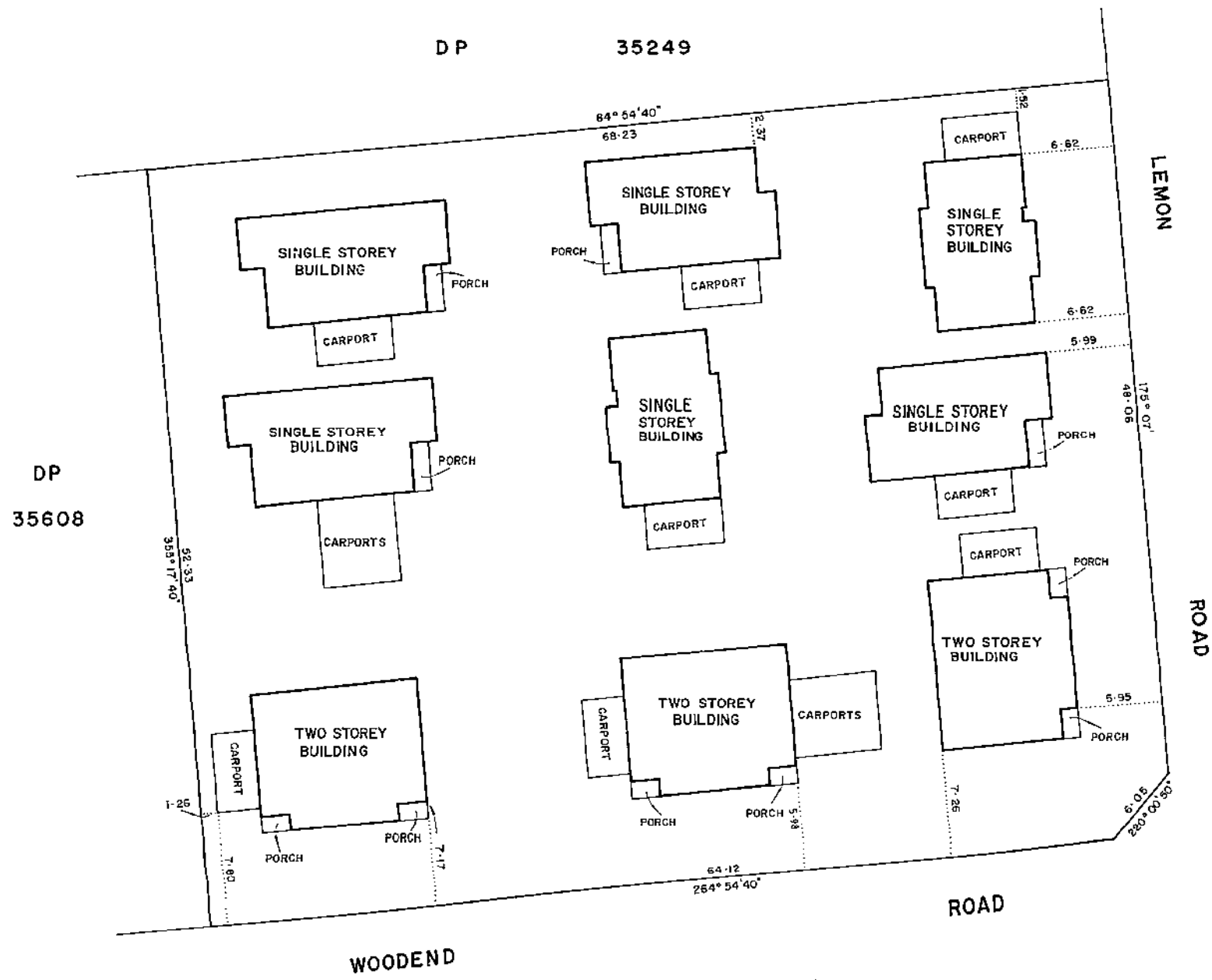
Dealing Number	Description
13670104	MORTGAGE TO MYSTATE BANK LTD. (ACN: 067 729 195)

Notations

Dealings Affecting Title	NIL
Priority Notices	NIL
Notations on Plan	NIL
Registrar-General's Notes	NIL
Administrative Interests	NIL

12581

STRATA PLAN NUMBER	
SP	12581
THIS IS SHEET 1 OF 4 SHEETS	
DEPOSITED 21/9/93	<i>W. J. S.</i> PRO REGISTRAR-GENERAL
MAP REFERENCE 6627 / 10 k	
TITLE REFERENCE CT 5096 / 548	
DIAGRAM PLAN REF. FP 33452	TOTAL AREA 3565m ²
HUNDRED NOARLUNGA	
TOWNSHIP/AREA SHEIDOW PARK	
COUNCIL CITY OF MARION	
ALLOTMENT 2 IN FP 17025 OF PART SECTION 498	
SCALE 0 5 10 15 20 METRES	
ANNOTATIONS	



SITE PLAN

I, ROBERT ALLAN HEANES, a licensed surveyor under the Survey Act, 1992, certify:
 (a) that this plan correctly delineates the boundaries of the land comprised in the plan and all units, unit subdivisions, common property and other buildings shown on the plan;
 (b) that this plan is correct for the purposes of the Strata Titles Act, 1988, and regulations.
 Dated this 4th day of AUGUST, 1993
Robert Allan Heanes
 Licensed Surveyor

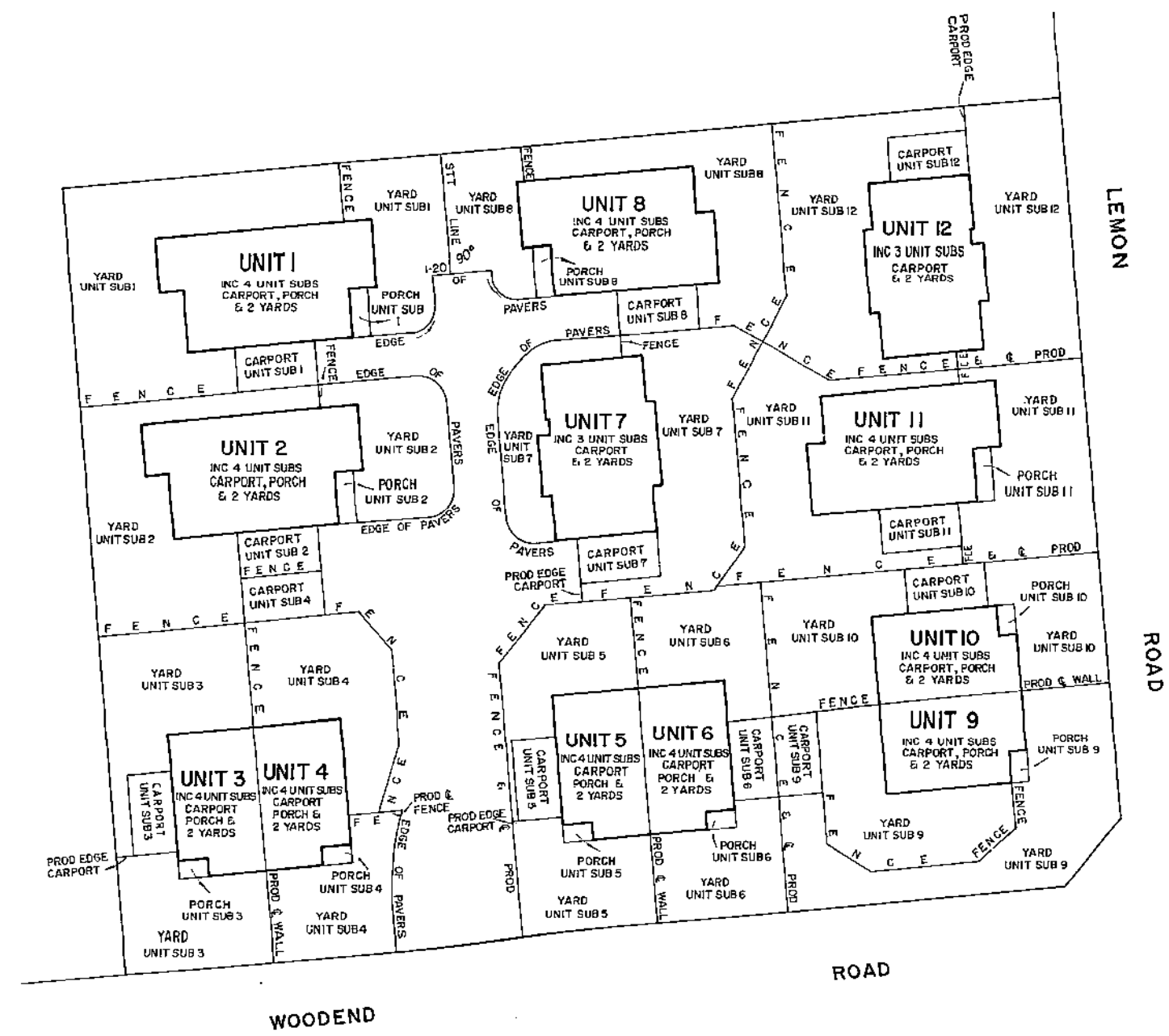
FYFE SURVEYORS
 PTY LTD
 ACN 008 116 130
 143 FULLARTON ROAD, ROSE PARK 5067
 PH 364 1000 FAX 364 0904
 REFERENCE 7498

MICROFILMED
 9.9.93

12581

SP	PLAN NUMBER 12581
DEPOSITOR 21/11/93 <i>[Signature]</i> ACCEPTED FOR FILING PRO REGISTRAR GENERAL	
THIS IS SHEET 2 OF MY PLAN IN 4 SHEETS	
MAP REFERENCE 6627 / 10 *	
COUNCIL CITY OF MARION	
SCALE 0 5 10 15 20 METRES	
STATEMENTS CONCERNING EASEMENTS, ANNOTATIONS AND AMENDMENTS	

THE LOWER & UPPER BOUNDARIES OF THE UNIT SUBSIDIARIES SHOWN AS YARD ARE EXISTING GROUND LEVEL & 3.00 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED TO THE UNDERSIDE OF OVERHANGING STRUCTURES



GROUND FLOOR PLAN

FYFE SURVEYORS
PTY LTD

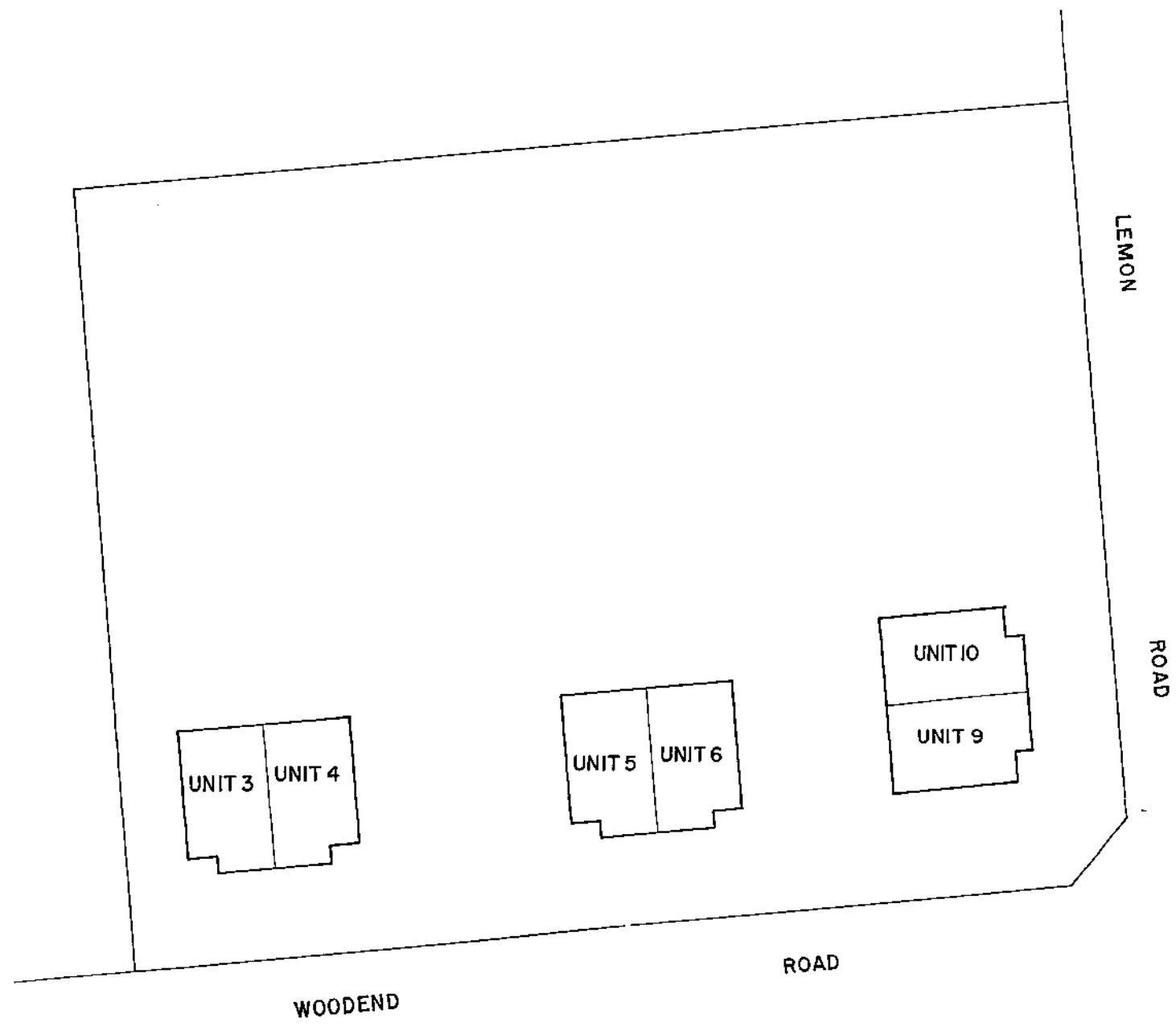
REFERENCE 7498

MICROFILMED
9.9.93

DOL - B

12581

PLAN NUMBER	
SP	12581
DEPOSITED	
ACCEPTED FOR FILING	2.9.93 <i>[Signature]</i> FOR REGISTRAR GENERAL
THIS IS SHEET 3 OF MY PLAN IN 4 SHEETS	
MAP REFERENCE 6627 / 10 K	
COUNCIL CITY OF MARION	
SCALE 0 5 10 15 20 METRES	
STATEMENTS CONCERNING ENCLOSURES, AMENDMENTS AND AMENDMENTS	



FYFE SURVEYORS
PTY LTD
REFERENCE 7499

MICROFILMED
9.9.93

Application No. 7563813	STRATA PLAN NUMBER SP 12581
	DEPOSITED 02/09/1993 <i>[Signature]</i> PRO REGISTRAR-GENERAL
	THIS IS SHEET 4 OF 4 SHEETS

SCHEDULE OF UNIT ENTITLEMENTS

UNIT NO.	UNIT ENTITLEMENT	UNIT NO.	UNIT ENTITLEMENT	UNIT NO.	UNIT ENTITLEMENT
1	815				
2	815				
3	875				
4	875				
5	875				
6	880				
7	775				
8	775				
9	880				
10	885				
11	775				
12	775				
				AGGREGATE	
				ROAD OR RESERVE ALLOTMENTS	
AGGREGATE	10000	AGGREGATE			

MICROFILMED

9.9.93

Property Interest Report

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

Title Reference	CT 5142/208	Reference No. 2644209
Registered Proprietors	B M*SWIFT	Prepared 31/01/2025 08:40
Address of Property	Unit 1, 98 WOODEND ROAD, TROTT PARK, SA 5158	
Local Govt. Authority	THE CORPORATION OF THE CITY OF MARION	
Local Govt. Address	PO BOX 21 OAKLANDS PARK SA 5046	

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

<u>Prescribed encumbrance</u>	<u>Particulars</u> (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 1966</i> (repealed)

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

also

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

7. Emergency Services Funding Act 1998

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

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

8. Environment Protection Act 1993

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

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) does not have any current Orders registered on this title
9.	<i>Fences Act 1975</i>	
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
10.	<i>Fire and Emergency Services Act 2005</i>	
10.1	section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor
11.	<i>Food Act 2001</i>	
11.1	section 44 - Improvement notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
11.2	section 46 - Prohibition order	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
12.	<i>Ground Water (Qualco-Sunlands) Control Act 2000</i>	
12.1	Part 6 - risk management allocation	Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
12.2	section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	DEW Water Licensing has no record of any notice affecting this title
13.	<i>Heritage Places Act 1993</i>	
13.1	section 14(2)(b) - Registration of an object of heritage significance	Heritage Branch in DEW has no record of any registration affecting this title
13.2	section 17 or 18 - Provisional registration or registration	Heritage Branch in DEW has no record of any registration affecting this title
13.3	section 30 - Stop order	Heritage Branch in DEW has no record of any stop order affecting this title
13.4	Part 6 - Heritage agreement	Heritage Branch in DEW has no record of any agreement affecting this title also Refer to the Certificate of Title
13.5	section 38 - "No development" order	Heritage Branch in DEW has no record of any "No development" order affecting this title
14.	<i>Highways Act 1926</i>	
14.1	Part 2A - Establishment of control of access from any road abutting the land	Transport Assessment Section within DIT has no record of any registration affecting this title
15.	<i>Housing Improvement Act 1940 (repealed)</i>	
15.1	section 23 - Declaration that house is undesirable or unfit for human habitation	Contact the Local Government Authority for other details that might apply
15.2	Part 7 (rent control for substandard houses) - notice or declaration	Housing Safety Authority has no record of any notice or declaration affecting this title
16.	<i>Housing Improvement Act 2016</i>	

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

17. *Land Acquisition Act 1969*

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

18. *Landscape South Australia Act 2019*

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

Act

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

19. Land Tax Act 1936

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

20. Local Government Act 1934 (repealed)

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

21. Local Government Act 1999

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

22. Local Nuisance and Litter Control Act 2016

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

23. Metropolitan Adelaide Road Widening Plan Act 1972

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

24. Mining Act 1971

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

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

25. *Native Vegetation Act 1991*

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

also

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

also

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

also

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

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

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

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

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

28. *Phylloxera and Grape Industry Act 1995*

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

29. *Planning, Development and Infrastructure Act 2016*

- 29.1 Part 5 - Planning and Design Code
[*Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.*]
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also
- Code Amendment**
- Lot 51 and 52 (86-88) Morphett Road - South Australian Jockey Club Incorporated (SAJC) are proposing to rezone approximately 1.5 hectares of land at 86-88 Morphett Rd Glengowrie, from the Recreation Zone to the Urban Neighbourhood Zone. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone 1800752664.
- Code Amendment**
- Southern Suburbs Residential Policy – Marion Council is seeking to rezone land across Darlington, Hallett Cove, Marino, O'Halloran Hill, Seaclyff Park, Seacombe Heights, Seaview Downs, Sheldow Park and Trott Park (the Affected Area), to provide a consistent policy approach to sloping land that facilitates opportunity for subdivision and redevelopment where appropriate. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.
- Code Amendment**
- Centre Zone Adjustment - Marion Council seeks to align the most appropriate zone and policy to each affected site and existing land use, to enable/support more efficient and effective future planning outcomes. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.
- Code Amendment**
- Statewide Bushfire Hazards Overlay - aims to review the current policy framework (spatial layers and policy content) of the six Hazard (Bushfire Risk) Overlays as well as explore other planning instruments and mechanisms to assist in mitigating bushfire hazard impacts. Please note that this Code Amendment only applies to a portion of some council areas. To understand if your property is affected, please check the bushfire hazard map at <https://plus.geodata.sa.gov.au/bushfire/index.html>. For more information, please visit https://plan.sa.gov.au/have_your_say/ or contact PlanSA via email (PlanSA@sa.gov.au) or telephone (1800 752 664).
- Code Amendment**
- Morphettville/Glengowrie Horse Related Activities - Marion Council is proposing to amend the planning policy relating to land located adjacent the Morphettville

Racecourse on the southern side of Bray Street in Morphettville and the western side of Morphett Road in Glengowrie. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.

Code Amendment

Accommodation Diversity - The State Planning Commission is proposing refinements to policy to provide more flexibility in housing design to encourage housing choices to meet the needs of South Australians. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800 752 664.

Code Amendment

Assessment Improvements - proposes a series of technical amendments to the Code informed through the experience of planning practitioners and other users to improve assessment outcomes. The Code Amendment forms part of the Government of South Australia's response to the Planning System Implementation Review; it will implement some of the recommendations of the Expert Panel that were supported by the Government. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal: https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800 752 664.

29.2	section 127 - Condition (that continues to apply) of a development authorisation <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	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	<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)</i> (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	<i>Public and Environmental Health (Waste Control) Regulations 2010 (revoked)</i> 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 has no record of any notice or order affecting this title

also

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

also

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

also

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

35. Water Resources Act 1997 (repealed)

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

DEW has no record of any condition affecting this title

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

DEW has no record of any notice affecting this title

36. Other charges

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

Refer to the Certificate of Title

also

Contact the vendor for these details

also

Contact the Local Government Authority for other details that might apply

Other Particulars

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

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

Additional Information

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

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

Notices

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

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

Building restrictions

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

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

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

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

Statutory easements

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

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

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

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

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

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

Land Tax Act 1936 and Regulations thereunder

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

Section 48 Notice

This notice is to be retained by the Tenant

Information to be provided by landlords to tenants

Section 48 of the *Residential Tenancies Act 1995* requires that a landlord must ensure that a tenant is given, before or at the time the landlord and tenant enter into a residential tenancy agreement certain information.

1. AGENT: Company Name/Legal Entity:

John R Ring Pty Ltd Trading as RING PARTNERS

Company Representative: JOHN RODNEY RING

Street 1: 140 SHEPHERDS HILL ROAD

Suburb: BELLEVUE HEIGHTS

State: SA

Postcode: 5050

ABN (if applicable): 73 008 013 385

RLA No: 1548

Telephone: W: (08) 8370 3211

M: 0409 703 211

F: (08) 8278 4140

Email: john@ringpartners.com.au

Address for service of documents if different to above:

2. Landlord: Full Names:

Belinda May Swift

Address for service of documents:

Address: PO Box 1129 Bakery Hill VIC 3354

ABN (if applicable):

If landlord is a company, address of registered office of the company, if difference to above:

Address:

3. Person with Superior title to landlord (if Applicable):

Address:

ABN (if applicable):

RESIDENTIAL PROPERTY TENANCY AGREEMENT

Schedule



RESIDENTIAL PROPERTY TENANCY AGREEMENT

1. AGENT:

Company Name/Legal Representative: John R Ring Pty Ltd Trading as RING PARTNERS

Company Representative: **Rachel Brooke.**

ABN: 73 008 013 385

RLA No: 1548

Address: 140 Shepherds Hill Road, BELLEVUE HEIGHTS, SA, 5050

Telephone: Work: (08) 8370 3031

Facsimile: (08) 8278 4140

Mobile:

Other:

Email: rentals@ringpartners.com.au

2. LANDLORD:

Name(s): **Belinda May Swift**

ABN (if applicable):

Address: **PO Box 1129 Bakery Hill VIC 3354**

3. TENANT:

Name(s): **Katie Louise Dunning**

4. PREMISES:

Address: **1/98 Woodend Road, Trott Park SA 5158**

5. TERM:

Fixed: Commencement Date: **17/05/2024** End Date: **16/05/2025**

6. RENT:

Amount: **FIVE HUNDRED DOLLARS PER WEEK (\$500.00PW)**

Payment: ☒ Bpay ☐ Direct Credit

Frequency: **Payable in advance:** ☐ Weekly ☒ Fortnightly

Payments: First Payment of **\$1,000.00**

On **17/05/2024** with the

Next payment of **\$1,000.00**

On **31/05/2024**

And thereafter: **\$1,000.00**

On the **FRIDAY** of each **FORTNIGHT**

7. SECURITY BOND:

Words: **TWO THOUSAND DOLLARS (\$2,000)**

8. OUTGOINGS: (Clause 3.1.3)

- ☒ All water usage costs adjusted for the period of tenancy
- ☐ All water usage costs in excess of _____ kL per annum, with such allowance to be adjusted for the period of tenancy
- ☒ All water supply charges adjusted for the period of tenancy
- ☐ No charge for water

If the Property is not individually metered for a service, the Tenant must pay an apportionment of the cost of the service as set out below:

Service	Apportionment
_____	_____
_____	_____

9. INSURANCE: (Clause 3.1.13)

It is recommended that the Tenant effect and maintain the following insurance policy during the Term:

- ☒ Contents Insurance (for property other than that of the Landlord)

10. OTHER CONDITIONS:

Other persons permitted to reside in the Premises (list names):

Pets Approved (Clause 3.2.11):

- ☒ No
- ☐ Yes: Details: **SEE ATTACHED PET LEASE**

Repair Instructions:

- ☒ Always contact Agent
- ☐ Nominated repairers

Repairer:

Name: _____

Telephone: _____

Repairer:

Name: _____

Telephone: _____

Additional Conditions:

☐ N/A

☒ As detailed below

☐ See annexure

RESIDENTIAL PROPERTY TENANCY AGREEMENT

Item	Description:
1.	As per Clause 3.3.1.7 of Terms and Conditions, the tenant agrees to maintain lawns and weed gardens to maintain the property in a neat and reasonable condition. If the tenant receives written warning from Ring Partners for being in breach of Clause 3.3.1.7 and does not remedy, then Ring Partners has the right to arrange a gardener at the tenant's cost, to remedy the breach.
2.	All tenants must return the completed Original Ingoing Inspection Sheet to the office of Ring Partners within 14 days of the commencement of tenancy, as per Clause 3.1.11 of Terms and Conditions, together with any details of any disputed item on that Inspection Sheet.
3.	The tenant agrees that it is their responsibility to connect at their total expense electricity, gas, telephone and internet access, and to make themselves available for any readings. The tenant must also arrange for disconnection of utilities upon vacating the premises and arrange for all mail to be re-directed.
4.	Should tenants lock themselves out of the premises, keys are available for collection from Ring Partners' office during business hours (Monday to Friday 9am – 5pm). All keys on loan are to be returned to our office within 24 hours, otherwise a replacement cost will be charged to the tenant. If tenants lock themselves out of the premises outside of office hours and on weekends, it will be the responsibility of tenants to engage the services of a Locksmith, at their own cost. It is a breach of this contract as per Clause 3.2.16 of Terms and Conditions to alter, remove, or add any locks to the property.
5.	If the said Agreement is broken and the tenant must vacate prior to leave expiry, as per Clause 6.5 of Terms and Conditions, the tenant must <ul style="list-style-type: none"> a) Pay rent until the property is re-let b) Pay a portion of advertising costs, and c) Pay a portion of letting feed due to the Agent as compensation to the Landlord for break of lease
6.	As per Clause 3.1.10 of Terms and Conditions, the tenant or an invitee must not damage floor coverings, walls, light fittings, curtains, blinds, screen wire on doors and windows or any other part of the property by any act or omission. Should damage be caused, then the tenant shall pay the costs of any necessary repairs.
7.	The tenant hereby agrees to place drip trays under cars to prevent damage to driveways and parking areas by oil stains.
8.	The tenant hereby agrees to use chopping boards on bench tops to prevent damage to bench tops.
9.	As per Clause 3.2.2 of Terms and Conditions, nails are not to be used to hang pictures unless written consent is gained from the Landlord. If you require additional picture hooks, the Property Manager must be contacted, who will seek permission on behalf of the tenant.
10.	Quarterly inspections will be carried out, with a minimum of 7 and a maximum of 14 days' notice in writing, as per Clause 4.2 of Terms and Conditions.
11.	As per Clause 3.2.15 of Terms and Conditions, tenants must not permit any other additional person to remain on the Property for more than 14 days. Tenants are permitted to seek approval for an additional occupant, as per Clause 3.2.8 of Terms and Conditions, by submitting a complete Application Form for that person, and receiving written consent from Ring Partners.
12.	The tenant must obey all Community and Strata Rules, Regulations and By-laws in addition to Clause 3.3 of Terms and Conditions (if applicable as a multiple dwelling).

RESIDENTIAL PROPERTY TENANCY AGREEMENT

TERMS AND CONDITIONS

13.	<p>The tenant will be served with a Form 2 – Notice of Termination, on the 16th day of rent arrears - failure to pay fortnightly rent.</p> <p>Rent must be paid at the times specified in Item 6 of the Schedule, being 2 weeks in advance of the period you are about to live there. If the tenant has been served with a Form 2 for rent arrears twice in the past 12 months, an application can be made to the tribunal for vacant possession if the tenant is in rent arrears for the third time.</p>
14.	<p>As per Clause 5.3 of Terms and Conditions, subject to the Act, the Landlord has the right to review and increase the Rent and/or Security Bond, even if this Agreement is for a fixed term. If the Agreement is for a fixed term, any rent increase during the term must be by mutual agreement or in accordance with Clause 5.4.</p>
15.	<p>Please ensure that any mail received addressed to your landlord or previous tenants, is marked as return to sender and placed in a red Australia Post mailbox. It is a Federal offence to open or destroy mail addressed to another person.</p>
16.	<p>As per Clause 7 of Terms and Conditions, under the Privacy Act of South Australia 1988, you as tenants, agree for Ring Partners to release your contact details to trades persons or the owner, for the purposes of maintenance.</p>
17.	<p>Both parties to this Agreement are required to give 28 days' notice to end a fixed term tenancy. If parties do not give the required notice, then the tenancy continues on a periodic basis, and the Terms and Conditions of periodic tenancy applies.</p>
18.	<p>The tenant will be responsible for compensating the Landlord for ancillary property lost or destroyed (eg keys or remote controls for doors and gates).</p>
19.	<p>Please be advised that if you breach this Agreement and owe the Landlord more than the Bond, or the Tribunal makes an order terminating the tenancy, your name may be added to a National Residential Tenancy Database for a period of 3 years.</p>
20.	<p>If pet(s) have been permitted and agreed up by the Landlord and Ring Partners, the tenant hereby agrees to enter into a Pet Lease Agreement and acknowledges its Terms and Conditions of this Agreement.</p>
21.	<p>The tenant hereby agrees all vehicles are to be parked in the drive way and any unregistered vehicles are not to be parked on lawn areas or stored on the property without written permission of the Landlord and Ring Partners.</p>
22.	<p>The tenant hereby agrees that they must not smoke inside the property.</p>
23.	<p>Unless stated in the Schedule, the tenant will pay for all water usage and supply costs in accordance with SA Water accounts and adjustments for the period of the tenancy.</p>
24.	<p>The tenant acknowledges receipt of the Consumer and Business Services pamphlet titled "Information Brochure" upon acceptance of the official offer to rent or upon sign up of this Agreement.</p>
25.	<p>The tenant hereby agrees that any subsequent lease/renewal extensions will be an extension of this Residential Tenancy Agreement, and the landlord reserves the right to increase the rent at the start of this extension given 60 days written notice has been issued.</p>
26.	<p>At the end of this tenancy, a final inspection will be conducted and the tenant acknowledges that this inspection cannot be undertaken until all their possessions have been removed, the property cleaned, and the tenants have returned all keys & remotes. The tenant may incur costs if the handover of keys or cleanliness of the property is not adhered to.</p>
27.	<p>As per 3.2.8 Tenant shall not have the right to sublet all or a portion of the Properties without the prior written consent of Landlord or Agent and provided Tenant delivers prior written notice and details to Landlord/Agent of such sublet and such sublet shall not relieve the Tenant of their obligations under this Lease.</p> <p><i>Subject to Changes from the 1/3/2024 A tenant whom is wanting to sub-let a property will not be able to be unreasonably be refused and will not be subject to a further fee for the landlord to give consent, but still will need landlords approval.</i></p> <p>Tenant does not have the right to rent out the premises through services such as AirBnB due to non consent by landlord or Strata/Community Corporation restrictions.</p>

1. AGREEMENT:

The Landlord agrees to rent the Property to the Tenant in accordance with the terms and conditions of this Agreement

2. DEFINITIONS AND INTERPRETATION:

In this Agreement, unless a contrary intention appears:

- 2.1 "Act" means the *Residential Tenancies Act 1995*;
- 2.2 "Agent" means the person or organisation specified in Item 1 of the Schedule;
- 2.3 "Ancillary Property" means the property identified or specified in the Inspection Sheet;
- 2.4 "Landlord" means the person or organisation specified in Item 2 of the Schedule;
- 2.5 "Premises" means the premises the subject of this Agreement specified in Item 4 of the Schedule;
- 2.6 "Property" means the Premises and the Ancillary Property (if any);
- 2.7 "Rent" means the amount specified in Item 6 of the Schedule and/or as varied in accordance with this Agreement;
- 2.8 "Security Bond" means the amount specified in Item 7 of the Schedule;
- 2.9 "Tenant" means the person or organisation specified in Item 3 of the Schedule;
- 2.10 "Term" means the period this Agreement remains in force specified in Item 5 of the Schedule.

The singular includes the plural and vice versa and references to natural persons include corporations and vice versa.

Where more than one person is a party to this Agreement, the terms and conditions to be performed by them bind each party jointly and severally.

3. TENANT'S RIGHTS AND OBLIGATIONS:

3.1 Subject to the provisions of the Act the Tenant must:

- 3.1.1 Pay the Rent to the Agent in full in the manner and at the times specified in Item 6 of the Schedule, unless the Agent has given the Tenant a notice in writing setting out an alternative method;
- 3.1.2 Pay the Security Bond to the Agent;
- 3.1.3 Pay all outgoings of the Property to the Agent including gas, electricity, telephone and oil, together with rates and charges for water specified in Item 8 of the Schedule, within fourteen (14) days of receipt of a notice for payment;
- 3.1.4 keep the Property clean and secure, immediately notify the Landlord or the Agent of any damage to the Property and immediately report to the Landlord or the Agent any breakdown or fault in the equipment, electrical, smoke detectors or plumbing services in or on the Property;
- 3.1.5 Pay the cost of repair to "the Plumbing" (as defined in clause 3.2.3) when damage to it is as a result of a breach by the Tenant of this Agreement;
- 3.1.6 keep the Property clear of rubbish, place household rubbish in a bin of the type approved by the local council, put the bin out for collection on the day of collection and retrieve it as soon as possible after it has been emptied;
- 3.1.7 Regularly mow the lawn, weed and water the garden to at least maintain any garden that is part of the Property to the same standard as applied at the commencement of the Term;
- 3.1.8 Keep all drains clear and not intentionally nor negligently do anything that will interfere with the proper operation of any Plumbing or drainage system on the Property;
- 3.1.9 Use the Premises solely as a place of residence;
- 3.1.10 pay the cost of any repairs necessary because of damage to the Property as the result of an act or omission of the Tenant or any invitee of the Tenant;
- 3.1.11 return to the Agent's office the completed Inspection Sheet required by the Regulations under the Act within fourteen (14) days of the commencement of the Term, together with details of any disputed item on that Inspection Sheet;
- 3.1.12 where the Property includes a swimming pool or spa:
 - 3.1.12.1 Supply and bear the cost of all necessary labour, chemicals and treatments to maintain the present condition of the swimming pool or spa;
 - 3.1.12.2 Observe any instructions from the Landlord about the use or maintenance of the swimming pool or spa, including the correct chemical levels;
 - 3.1.12.3 Not drain the swimming pool or spa without prior written consent of the Landlord;
 - 3.1.12.4 Advise the Landlord or the Agent immediately upon becoming aware of any equipment, including fences or gates, being damaged or malfunctioning or of the condition of the pool or spa deteriorating such that remedial treatment is required;



RESIDENTIAL PROPERTY TENANCY AGREEMENT

Terms and Conditions



RESIDENTIAL PROPERTY TENANCY AGREEMENT

- 3.1.13 effect and maintain any policy of insurance specified in Item 9 of the Schedule during the Term and, on demand, produce to the Landlord or the Agent a certificate of currency for that insurance;
- 3.1.14 indemnify and keep indemnified the Landlord and the Agent in respect of loss incurred or suffered as a result of any breach of this Agreement by the Tenant or any negligent act arising from the Tenant's use of the Property:
 - 3.1.14.1 this indemnity includes, without limitation, loss due to bodily injury, sickness, or death or loss, destruction damage to property;
 - 3.1.14.2 This indemnity survives the expiration or termination of this Agreement.
- 3.2 The Tenant must not without the prior written consent of the Landlord:
 - 3.2.1 use, cause or permit the Property to be used for an illegal or unauthorised purpose;
 - 3.2.2 Intentionally or negligently cause or allow others to intentionally or negligently damage the Property (including by driving nails, plugs or screws or fixing any adhesive material to any part of the Property);
 - 3.2.3 Use any sink, basin, bath, lavatory, drain or similar facility ("the Plumbing") in or connected to the Property for other than their intended purpose;
 - 3.2.4 Damage the Plumbing or the drainage or sewerage systems of the Property;
 - 3.2.5 Affix any fixture or make any renovation, alteration or addition to the Property;
 - 3.2.6 Remove or alter any fixture or device on the Property;
 - 3.2.7 Cause or permit a nuisance or any interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the Property;
 - 3.2.8 Assign this tenancy or sublet the Property;
 - 3.2.9 Affix any television antenna, cable TV or satellite dish to the Property;
 - 3.2.9.1 It is acknowledged by the tenant that the landlord and/or the agent do not represent or guarantee that a telephone line or a telephone aerial is connected to the Premises, even if one or more telephone / aerial plug/s is located in the Premises;
 - 3.2.10 install any air-conditioning unit on or in the Premises;
 - 3.2.11 keep any animals (including reptiles, mammals, birds, poultry or fish) on the Property;
 - 3.2.12 permit any bicycle or motor cycle to be brought into the living areas of the Premises or left anywhere in or near the Premises other than in an agreed parking place;
 - 3.2.13 place any advertisement, notice or sign on or in the Property;
 - 3.2.14 interfere with any machinery, plant or equipment belonging to the Landlord on the Property other than to operate it in accordance with the Landlord's or the manufacturer's instructions;
 - 3.2.15 allow any person other than the intended occupants notified to the Landlord prior to the commencement of this Agreement to remain on the Property for more than fourteen (14) days;
 - 3.2.16 alter, remove or add any locks or other security devices to the Property. In the event consent is granted, the Tenant must supply any key, device or updated security code to the Agent as soon as practicable;
 - 3.2.17 cause or permit smoking within the Premises.
- 3.3 Where the Premises are a unit or lot under the Strata Titles Act 1988 or the Community Titles Act 1996 or are comprised in another form of multiple dwelling, the Tenant must not breach or permit a breach of the applicable Act or the Articles/By Laws of the Corporation made under that Act, or (in regard to other premises) of any Articles or Rules that apply and in particular must not:
 - 3.3.1 Park any motor vehicle or motor cycle in any place other than an allotted parking space;
 - 3.3.2 Deposit any rubbish around the Property or any neighbouring properties other than in a bin provided for the purpose;
 - 3.3.3 Place any pot or plant container or personal items on any window sill, balustrade, balcony or passageway or in any common areas;
 - 3.3.4 hang washing anywhere other than in areas provided for that purpose;
 - 3.3.5 Use any communal laundry outside the times set by the Corporation.

4. LANDLORD'S RIGHT OF ENTRY:

- Subject to the Act, the Tenant must allow the Landlord and/or the Agent to enter the Property in the following circumstances:
- 4.1 Immediately in the case of emergency;
 - 4.2 to inspect the Property or for any other purpose at any reasonable hour after giving the Tenant not less than seven (7) days nor more than fourteen (14) days prior written notice;
 - 4.3 At a previously arranged time, but not more than once every week for the purpose of collecting the Rent;
 - 4.4 to carry out repairs or maintenance at any reasonable time after giving the Tenant not less than forty eight (48) hours notice;
 - 4.5 for the purpose of showing the Property to prospective tenants at any reasonable hour and on a reasonable number of occasions during a period of twenty eight (28) days prior to the end of the Term, after giving the Tenant reasonable notice;
 - 4.6 for the purpose of showing the Property to prospective purchasers at any reasonable hour and on a reasonable number of occasions, after giving the Tenant four (4) days notice for scheduled "opens" and twenty four (24) hours notice for "inspections by appointment";
 - 4.7 With the consent of the Tenant given at or immediately before the time of entry.

[Handwritten Signature]

INITIALS

5. LANDLORD'S RIGHTS AND OBLIGATIONS:

- 5.1 Subject to the Act, the Landlord must:
- 5.1.1 Provide the Property in a reasonable state of cleanliness;
 - 5.1.2 provide and maintain the Property in a reasonable state of repair having regard to its age, character and prospective life, however the Landlord will not be regarded as being in breach of the obligation to repair unless the Landlord has been given written notice by the Tenant of the defect requiring repair and the Landlord fails to act with reasonable diligence to have the defect repaired;
 - 5.1.3 Provide and maintain such locks and other devices as are necessary to ensure that the Property is reasonably secure;
 - 5.1.4 Pay all rates, taxes and charges imposed in respect of the Property other than rates and charges for water that are agreed to be paid by the Tenant and specified in Item 8 of the Schedule;
 - 5.1.5 Allow the Tenant to have quiet enjoyment of the Property during the Term.
- 5.2 The Landlord must not:
- 5.2.1 Cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Property;
 - 5.2.2 Except where the Tenant is in default of this Agreement, alter, remove or add any lock or device of the type referred in clause 5.1.3 without the Tenant's written or verbal consent.
- 5.3 Subject to the Act, the Landlord may increase the Rent and Security Bond at any time during the Term, even if this Agreement is for a fixed term.

Rent Increase notification:

- 5.1 By completing this clause, the parties agree that the rent will be increased during the fixed term of the agreement as follows:
- 5.4.1 The rent will increase to \$----- Per: ----- On: -----
- 5.4.2 The rent increase can be calculated by the following method (set out details) if applicable

6. TERMINATION AND HOLDING OVER:

- The Landlord and Tenant agree:
- 6.1 This Agreement may only be terminated in accordance with the Act;
 - 6.2 subject to clause 6.3, the Landlord may terminate this Agreement on seven (7) days notice to the Tenant if the Tenant breaches it in any respect whatsoever;
 - 6.3 where the Landlord proposes to give a notice terminating this Agreement for non-payment of rent, the Rent must have been in arrears for at least fourteen (14) days before a notice of termination can be given;
 - 6.4 if, with the approval of the Landlord, the Tenant remains in occupation of the Property after the expiration of the Term, this Agreement continues until determined by either party in accordance with the Act;
 - 6.5 if the Tenant breaches this Agreement during its Term, and the Landlord re-lets the Property, then the Tenant will pay to the Agent the Landlord's reasonable re-letting costs including advertising, letting fee and any out of pocket expenses, together with the Rent to the date on which the Tenant is released (if applicable) from this Agreement;
 - 6.6 the Landlord may charge the Tenant for processing an application for consent to sublet the Property.

7. PRIVACY ACT 1988:

- 7.1 The parties agree and acknowledge that the Agent uses personal information collected from the Landlord and Tenant to act as the Landlord's agent and to perform their obligations under this Agreement. The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients.
- 7.2 The Agent may disclose information to other parties including media organisations, on the internet, to potential tenants, or to clients of the Agent both existing and potential, as well as to tradespeople, owners, corporations, government and statutory bodies, other agents, and to third party operators of tenancy reference databases. By entering into this Agreement the Tenant acknowledges that if they fail to comply with their obligations under this Agreement that fact and any other relevant information collected about the Tenant during the course of the tenancy may also be disclosed to other agents and third party operators of tenancy reference databases.
- 7.3 The Agent will only disclose information in this way to other parties as required to perform their duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the Privacy Act 1988.
- 7.4 If the Tenant would like to access this information, they can do so by contacting the Agent at the address and contact number contained in this Agreement. The Tenant can also correct this information if it is inaccurate, incomplete or out-of-date.

8. OTHER CONDITIONS:

This Agreement includes such other terms and conditions as specified in item 10 of the Schedule.

9. GENERAL:

- 9.1 This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of this State.
- 9.2 If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever such provision from this Agreement.

EXECUTED AS AN AGREEMENT:

Dated this 7th day of MAY 2024

The Tenant(s) acknowledge receipt of:

- ☒ Information Brochure (*Residential Tenancies Act 1995*)
- ☐ Inspection Sheet (2 copies)
- ☐ Strata Articles
- ☐ Community Title By-laws
- ☐ Keys (Number _____)
- ☐ Remote control devices (Number _____)
- ☐ Instruction Manuals (Number _____)
- ☐ Additional Conditions Annexure
- ☐ Statutory Notice for Short Term Tenancy
- ☒ A copy of this Agreement
- ☐ Other _____
- ☐ Other _____

Signed by the Tenants(s):

KATIE LOUISE DUNING

Full Name (Print)

Signed by the Tenants(s):

Katie Louise Dunning

Full Name (Print)

Signed by the Tenants(s):

Full Name (Print)

Signed by the Tenants(s):

Full Name (Print)

Signed by or on behalf of the Landlord:

SOOZIE BICE

Full Name (Print)

- ☒ Agent as authorised ☐ Landlord

NOTE:-

1. The parties to the agreement should consider obtaining legal advice about their rights and obligations under the agreement.

NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES



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 5142 Folio 208

Parent Title(s)	CT 5096/546			
Creating Dealing(s)	SA 7563813			
Title Issued	08/09/1993	Edition 5	Edition Issued	03/12/2021

Estate Type

FEE SIMPLE (UNIT)

Registered Proprietor

BELINDA MAY SWIFT
OF UNIT 1 98 WOODEND ROAD TROTT PARK SA 5158

Description of Land

UNIT 1 STRATA PLAN 12581
IN THE AREA NAMED TROTT PARK
HUNDRED OF NOARLUNGA

Easements

NIL

Schedule of Dealings

Dealing Number	Description
13670104	MORTGAGE TO MYSTATE BANK LTD. (ACN: 067 729 195)

Notations

Dealings Affecting Title	NIL
Priority Notices	NIL
Notations on Plan	NIL
Registrar-General's Notes	NIL
Administrative Interests	NIL

Certificate of Title

Title Reference	CT 5142/208
Status	CURRENT
Easement	NO
Owner Number	17851231
Address for Notices	RING PARTNERS REAL ESTATE PO Box 64 BLACKWOOD SA 5051, AUS
Area	NOT AVAILABLE

Estate Type

Fee Simple (Unit)

Registered Proprietor

BELINDA MAY SWIFT
OF UNIT 1 98 WOODEND ROAD TROTT PARK SA 5158

Description of Land

UNIT 1 STRATA PLAN 12581
IN THE AREA NAMED TROTT PARK
HUNDRED OF NOARLUNGA

Last Sale Details

Dealing Reference	TRANSFER (T) 12975194
Dealing Date	16/08/2018
Sale Price	\$317,500
Sale Type	FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	13670104	MYSTATE BANK LTD. (ACN: 067 729 195)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1053500468	CURRENT	Unit 1, 98 WOODEND ROAD, TROTT PARK, SA 5158

Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	1053500468
Type	Site & Capital Value
Date of Valuation	01/01/2024
Status	CURRENT
Operative From	01/07/1994
Property Location	Unit 1, 98 WOODEND ROAD, TROTT PARK, SA 5158
Local Government	MARION
Owner Names	BELINDA MAY SWIFT
Owner Number	17851231
Address for Notices	RING PARTNERS REAL ESTATE PO Box 64 BLACKWOOD SA 5051, AUS
Zone / Subzone	SN - Suburban Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1315 - Detached Single Storey Home Unit
Description	5H/UNIT CP
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
S12581 UNIT 1	CT 5142/208

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$109,000	\$430,000			
Previous	\$101,000	\$395,000			

Building Details

Valuation Number	1053500468
Building Style	Conventional
Year Built	1993
Building Condition	Good
Wall Construction	Brick
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	109 sqm
Number of Main Rooms	5

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

Certificate of Title

Title Reference: CT 5142/208
Status: CURRENT
Parent Title(s): CT 5096/546
Dealing(s) Creating Title: SA 7563813
Title Issued: 08/09/1993
Edition: 5

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
30/11/2021	03/12/2021	13670104	MORTGAGE	REGISTERED	MYSTATE BANK LTD. (ACN: 067 729 195)
30/11/2021	03/12/2021	13670103	DISCHARGE OF MORTGAGE	REGISTERED	12975195
17/08/2018	28/08/2018	12975195	MORTGAGE	REGISTERED	HOMESTART FINANCE
17/08/2018	28/08/2018	12975194	TRANSFER	REGISTERED	BELINDA MAY SWIFT
17/08/2018	28/08/2018	12975193	DISCHARGE OF MORTGAGE	REGISTERED	10284081
12/08/2005	27/08/2005	10284081	MORTGAGE	REGISTERED	ING BANK (AUSTRALIA) LTD.
12/08/2005	27/08/2005	10284080	TRANSFER	REGISTERED	FRANCIS PAUL BARNES
12/08/2005	27/08/2005	10284079	DISCHARGE OF MORTGAGE	REGISTERED	7574256
14/09/1993	11/10/1993	7574256	MORTGAGE	REGISTERED	STATE BANK OF SOUTH AUSTRALIA
14/09/1993	11/10/1993	7574255	TRANSFER	REGISTERED	NEVILLE ARNOLD JAMES, CHRISTINE BRENDA JAMES
14/09/1993	11/10/1993	7574254	DISCHARGE OF MORTGAGE	REGISTERED	7377109
30/09/1992	16/11/1992	7377109	MORTGAGE	REGISTERED	ESANDA FINANCE CORPORATION LTD.

Certificate of Title

Title Reference: CT 5142/208

Status: CURRENT

Edition: 5

Dealings

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

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title

DECISION NOTIFICATION FORM

DEVELOPMENT ACT 1993

TO:

Mr John Pickering
10 Osmund Crescent
CHRISTIE DOWNS SA 5164

DEVELOPMENT APPLICATION

NUMBER:

100/1689/2011

DATED:

14/09/2011

REGISTERED ON:

14/09/2011

LOCATION OF PROPOSED DEVELOPMENT

1/98 Woodend Road TROTT PARK 5158
UNT: 1 SP: 12581 CT: 5142/208

DESCRIPTION OF PROPOSED DEVELOPMENT

Dwelling Addition - Verandah

In respect of this proposed development you are informed that:

NATURE OF DECISION	DECISION	DATE OF DECISION	NUMBER OF CONDITIONS
Development Plan Consent	Granted	16/09/2011	3
Building Rules Consent	Granted (by Council)	26/09/2011	1
DEVELOPMENT APPROVAL	Granted	26/09/2011	4

The building classification under the Building Code is Class 10A.

Conditions imposed on this consent and the reasons for imposing those conditions are set out in the attached sheet(s). Important information that may affect this consent can also be found under 'NOTES' and on the back of this sheet.

DEVELOPMENT APPLICATION NUMBER: 100/1689/2011
APPLICANT: Mr John Pickering
LOCATION: 1/98 Woodend Road TROTT PARK 5158
UNT: 1 SP: 12581 CT: 5142/208
DESCRIPTION OF DEVELOPMENT: Dwelling Addition - Verandah
DECISION: Development Approval Granted
DATE OF DECISION: 26/09/2011

DEVELOPMENT PLAN CONSENT

GRANTED

Reasons For Decision:

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

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

Conditions of Consent:

- (1) The development shall be constructed and maintained in accordance with the plans and details submitted with and forming part of Development Application No.100/1689/2011 except when varied by the following conditions of consent.
- (2) The stormwater collection and disposal system shall be connected to the street watertable (inclusive of any system that connects to the street watertable via detention or rainwater tanks) immediately following roof completion and gutter and downpipe installation.
- (3) Stormwater must be disposed of in such a manner that does not flow or discharge onto land of adjoining owners, lie against any building or create insanitary conditions.

BUILDING RULES CONSENT

GRANTED

Conditions of Consent:

- (1) The structure shall be constructed in accordance with the manufacturers certified design for the relevant wind speed, and shall be securely braced and tied to the footings.

NOTES:

General:

nil

Appeal Rights:

- (1) If you are not satisfied with this decision, there may be a right of appeal to you. Applicants have the right to appeal against a refusal or the imposition of any conditions or requirements on any consent issued, unless the application was for a non-complying kind of development. An appeal by an applicant must be lodged within two (2) months of receiving notice of the decision. Where Category Three public notification was involved, persons who lodged written representations during the formal consultation period, have the right to appeal against any decision made on that application. An appeal by a third party must be lodged within fifteen (15) business days of the date of the decision. All appeals are lodged with the Environment, Resources and Development Court, Sir Samuel Way Building, Victoria Square, Adelaide, telephone: 8204 0300.

Approval Timeframes:

- (1) The proposed development must:
- be substantially commenced within twelve months from the date full Development Approval is granted; and
 - be completed within three years of full Development Approval being granted noting that the operative date of any consent or approval, is subject to any appeal where applicable being finally determined.

Signed:



Stephen Zillante
Authorised Officer

Date:

26 / 09 / 2011

Cc:

Francis Paul Barnes
1/98 Woodend Road
TROT PARK SA 5158

PLANNING DECISION
NOTIFICATION

Sheet 1 of 2

Development Number

100/11005/92

FOR DEVELOPMENT APPLICATION

DATED 9/7/92

REGISTERED ON 9/7/92

TO PROMINENT CONSTRUCTIONS PTY. LTD.
7 EAST TERRACE
MILE END 5031

LOCATION OF PROPOSED DEVELOPMENT 2 LEMON ROAD
SHEIDOW PARK
BEING LOT 2 CONTAINED IN DPFI7025

NATURE OF PROPOSED DEVELOPMENT CONSENT TO DEVELOP FOUR (4) GROUP DWELLINGS AND TWO (2) SEMI-DETACHED DWELLINGS

In respect of this proposed development you are informed that Consent is GRANTED subject to conditions as follows:-

1. Except where minor amendments may be required by other relevant legislation or by conditions imposed herein, all development, including landscaping and fencing, is to be established in strict accordance with the amended details and plans dated 6 August 1992, submitted with the Development Application dated 9 July 1992.
2. All development, and works associated therewith, including landscaping and fencing is to be completed to the reasonable satisfaction of the Council, prior to the occupation and use of the buildings and site.
3. All landscaping is to be developed in accordance with details and plans referred to in Condition number 1 herein and is to be maintained and nurtured at all times. Any diseased or dying plants being replaced wherever necessary with approved species.
4. All siteworks, including finished ground and floor levels, are to be carried out to the reasonable satisfaction of Council.

SIGNED  AUTHORISED OFFICER

DATE 10 AUGUST 1992

PLEASE READ THE INFORMATION ON THE BACK OF THIS FORM.

Development Number
100/11005/92

PLANNING DECISION NOTIFICATION - Sheet 2 of 2

CONDITIONS OF PLANNING CONSENT IMPOSED ON:-

PROMINENT CONSTRUCTIONS PTY. LTD.
for 2 LEMOR ROAD
SHEIDOW PARK

5. All internal/boundary fencing is to be erected to a height of 1.8 metres above ground level and constructed of accepted materials which are compatible with and complement the character and appearance of existing and proposed structures to the reasonable satisfaction of Council.
6. Fencing proposed adjacent to driveway access points is not to exceed a height of 1.0 metre above ground level at its nearest point to the front property boundary and gradually splayed up to an overall height of not more than 1.8 metres over a distance of not less than 7.5 metres.

SUMMARY OF REASONS FOR CONDITIONS:

To ensure that the proposed development conforms with the relevant provisions of the Development Plan as set out in the Development Plan Part VI Metropolitan Adelaide and Marion (City).

SIGNED



..... AUTHORISED OFFICER

DATE 10 AUGUST 1992

PLEASE READ THE INFORMATION ON THE BACK OF THIS FORM.

PLANNING DECISION
NOTIFICATION

Sheet 1 of 2

Development Number
100/11025/92

FOR DEVELOPMENT APPLICATION

DATED 9/7/92
REGISTERED ON 9/7/92

TO PROMINENT CONSTRUCTIONS PTY. LTD.
7 EAST TERRACE
MILE END 5031

LOCATION OF PROPOSED DEVELOPMENT 2 LEMON ROAD
SHEIDOW PARK
BEING LOT 2 CONTAINED IN DP17025

NATURE OF PROPOSED DEVELOPMENT CONSENT TO DEVELOP TWO (2) DETACHED AND FOUR (4) SEMI-DETACHED HOUSES
BEING LOT 2

In respect of this proposed development you are informed that Consent is GRANTED subject to conditions as follows:

1. Except where minor amendments may be required by other relevant legislation or by conditions imposed herein, all development, including landscaping and fencing, is to be established in strict accordance with the amended details and plans dated 6 August 1992, submitted with the Development Application dated 9 July 1992.
2. All development, and works associated therewith, including landscaping and fencing is to be completed to the reasonable satisfaction of the Council, prior to the occupation and use of the buildings and site.
3. All landscaping is to be developed in accordance with details and plans referred to in Condition number 1 herein and is to be maintained and nurtured at all times. Any diseased or dying plants being replaced wherever necessary with approved species.
4. All siteworks, including finished ground and floor levels, are to be carried out to the reasonable satisfaction of Council.

SIGNED  AUTHORISED OFFICER

DATE 10 AUGUST 1992

PLEASE READ THE INFORMATION ON THE BACK OF THIS FORM.

Development Number
100/11025/92

PLANNING DECISION NOTIFICATION - Sheet 2 of 2

CONDITIONS OF PLANNING CONSENT IMPOSED OR:-

PROMINENT CONSTRUCTIONS PTY. LTD.
for 2 LEMON ROAD
SHEIDOW PARK

5. All internal/boundary fencing is to be erected to a height of 1.8 metres above ground level and constructed of accepted materials which are compatible with and complement the character and appearance of existing and proposed structures to the reasonable satisfaction of Council.
6. Fencing proposed adjacent to driveway access points is not to exceed a height of 1.0 metre above ground level at its nearest point to the front property boundary and gradually splayed up to an overall height of not more than 1.8 metres over a distance of not less than 7.5 metres.

SUMMARY OF REASONS FOR CONDITIONS:

To ensure that the proposed development conforms with the relevant provisions of the Development Plan as set out in the Development Plan Part VI Metropolitan Adelaide and Marion (City).

SIGNED  AUTHORISED OFFICER

DATE 10 AUGUST 1992

PLEASE READ THE INFORMATION ON THE BACK OF THIS FORM.

CERTIFICATE

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

Trevor White Conveyancer

PO Box 400

FULLARTON SA 5063

Assessment No: **404459**

Certificate of Title: **UNT: 1 SP: 12581 CT: 5142/208**

Property Address: **1/98 Woodend Road TROTT PARK 5158**

Owner: **B M Swift**

Prescribed information statement in accordance with Section 7 of the Land and Business (Sale and Conveyancing) Act 1994:

<i>Development Act 1993 (repealed)</i>	
section 42– Condition (that continues to apply) of a development authorisation?	100/2011/1689
section 50(1)—Requirement to vest land in a council or the Crown to be held as open space	Nil
section 50(2)—Agreement to vest land in a council or the Crown to be held as open space	Nil
section 55—Order to remove or perform work	Nil
section 56—Notice to complete development	Nil
section 57—Land management agreement	Nil
section 69—Emergency order	Nil
section 71—Fire safety notice	Nil
section 84—Enforcement notice	Nil
section 85(6), 85(10) or 106—Enforcement order	Nil
Part 11 Division 2—Proceedings	Nil
<i>Planning, Development and Infrastructure Act 2016</i>	

Part 5 – Planning and Design Code	Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	Click the link to check if a Code Amendment applies: www.plan.sa.gov.au/have_your_say/code-amendments/code-amendment-map-viewer
	Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code)	See attached PlanSA Data Extract
	Is there a State heritage place on the land or is the land situated in a State heritage area?	
	Is the land designated as a local heritage place?	
	Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?	
section 127—Condition (that continues to apply) of a development authorisation		
section 192 or 193—Land management agreement		
section 141—Order to remove or perform work		Nil
section 142—Notice to complete development		Nil
section 155—Emergency order		Nil
section 157—Fire safety notice		Nil
section 198(1)—Requirement to vest land in a council or the Crown to be held as open space		Nil
section 198(2)—Agreement to vest land in a council or the Crown to be held as open space		Nil
Part 16 Division 1—Proceedings		Nil
section 213—Enforcement notice		Nil
section 214(6), 214(10) or 222—Enforcement order		Nil

<i>Repealed Act conditions</i>	
Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed)	100/1992/1102 5 100/1992/1100 5
<i>Fire and Emergency Services Act 2005</i>	
section 105F (or section 56 or 83 (repealed)—Notice to take action to prevent outbreak or spread of fire	Nil
<i>Food Act 2001</i>	
section 44—Improvement notice	Nil
section 46—Prohibition order	Nil
<i>Housing Improvement Act 1940 (repealed)</i>	
section 23—Declaration that house is undesirable or unfit for human habitation	Nil
<i>Local Government Act 1934 (repealed)</i>	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
<i>Local Government Act 1999</i>	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
<i>Local Nuisance and Litter Control Act 2016</i>	
section 30—Nuisance or litter abatement notice	Nil
<i>Land Acquisition Act 1969</i>	
section 10—Notice of intention to acquire	Nil
<i>Public and Environmental Health Act 1987 (repealed)</i>	
Part 3—Notice	Nil
<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked)</i> Part 2—Condition (that continues to apply) of an approval	Nil
<i>Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19—Maintenance order (that has not been complied with)</i>	Nil
<i>South Australian Public Health Act 2011</i>	
section 92—Notice	Nil

<i>South Australian Public Health (Wastewater) Regulations 2013 Part 4—Condition (that continues to apply) of an approval</i>	Nil
Particulars of building indemnity insurance	See Attached

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

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

No

Description of the nature of the development(s) approved:

Note—

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

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

It should be noted that—

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

The information herein is provided pursuant to the Council's obligations under Section 7 of the Land Business (Sales Conveyancing) Act 1994.

Only that information which is required to be provided has been given and that information should not be taken as a representation as to whether or not any other charges or encumbrances affect the subject land.

I, Kirra Gray, Administration Officer of the City of Marion certify that the information provided in these responses is correct.

Sign: 

Date: Friday, 31 January 2025

Data Extract for Section 7 search purposes

Valuation ID 1053500468

Data Extract Date: 31/01/2025

Parcel ID: S12581 UN1

Certificate Title: CT5142/208

Property Address: UNIT 1 98 WOODEND RD TROTT PARK SA 5158

Zones

Suburban Neighbourhood (SN)

Subzones

No

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 30 metres)

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

Affordable Housing

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

Hazards (Flooding - Evidence Required)

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

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Traffic Generating Development

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

Urban Tree Canopy

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

No

Under the Planning, Development and Infrastructure Act 2016 (the Act), a tree may be declared as a significant tree in the Code, or it may be declared as a significant or regulated tree by the Planning, Development and Infrastructure (General) Regulations 2017. Under the Act, protections exist for trees

declared to be significant and/or regulated trees. Further information regarding protected trees can be found on the PlanSA website: <https://plan.sa.gov.au/>

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No

LOCAL GOVERNMENT INQUIRY CERTIFICATE

Section 7 of Land and Business (Sale and Conveyancing) Regulations



Certificate No: **86**
Receipt No:
Reference No:

Date: **Friday, 31 January 2025**
Fax No: **8269 2693**

PO Box 21, Oaklands Park
South Australia 5046

245 Sturt Road, Sturt
South Australia 5047

T (08) 8375 6600

F (08) 8375 6699

E council@marion.sa.gov.au

Trevor White Conveyancer
PO Box 400
FULLARTON SA 5063

CERTIFICATE

Section 187 of the Local Government Act

Assessment Number: **404459**
Valuer General No.: **1053500468**
Property Description: **UNT: 1 SP: 12581 CT: 5142/208**
Property Address: **1/98 Woodend Road TROTT PARK 5158**
Owner: **B M Swift**

Additional Information:

I certify in terms of Section 187 of the Local Government Act the following rates and charges are outstanding as at the date of this certificate:

Rates/Natural Resources Levy:	Total
Rates for the current year (includes Regional Landscape Levy)	\$ 1,233.89
Overdue/Arrears	\$ 0.00
Interest	\$ 0.00
Adjustments	-\$ 0.04
Legal Fees	\$ 0.00
Less Payments Received	-\$ 617.85
Less Capping Rebate (if applicable)	\$ 0.00
Less Council Rebate	\$ 0.00
Debtor: Monies outstanding (which are a charge on the land) in addition to Rates due	\$ 0.00
Total Outstanding	\$ 616.00

Please be advised: The first instalment is due **2st September 2024** with four quarterly instalments falling due on 02/09/2024, 02/12/2024, 03/03/2025 and 02/06/2025. Fines will be added to any current amount not paid by the due date (at the rate prescribed in the Local Government Act 1999).

Please phone the Rates Dept on 8375 6600 prior to settlement to ascertain the exact balance of rates payable including fines if applicable.

BPAY Details for Council Rates:

Billers Code: **9613**

Reference Number: Assessment Number as above



ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

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

PIR Reference No: 2644209

RANDLE & TAYLOR
204 CARRINGTON ST
ADELAIDE SA 5000

DATE OF ISSUE

03/02/2025

ENQUIRIES:

Tel: (08) 8226 3750

Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER

17851231

OWNERSHIP NAME

B M SWIFT

PROPERTY DESCRIPTION

1 / 98 WOODEND RD / TROTT PARK SA 5158 / UNIT 1

ASSESSMENT NUMBER

1053500468

TITLE REF.

(A "+" indicates multiple titles)

CT 5142/208

CAPITAL VALUE

\$430,000.00

AREA / FACTOR

R4
1.000

LAND USE / FACTOR

RE
0.400

LEVY DETAILS:

FINANCIAL YEAR

2024-2025

FIXED CHARGE

+ VARIABLE CHARGE

- REMISSION

- CONCESSION

+ ARREARS / - PAYMENTS

= AMOUNT PAYABLE

\$ 50.00
\$ 162.00
\$ 99.75
\$ 0.00
\$ -112.25
\$ 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

04/05/2025



**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

Visit: www.revenuesa.sa.gov.au
Email: revsupport@sa.gov.au
Phone: (08) 8226 3750

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at:

OR

By Post to:

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

**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: 2644209

DATE OF ISSUE

03/02/2025

RANDLE & TAYLOR
204 CARRINGTON ST
ADELAIDE SA 5000

ENQUIRIES:

Tel: (08) 8226 3750

Email: landtax@sa.gov.au

OWNERSHIP NAME

B M SWIFT

FINANCIAL YEAR

2024-2025

PROPERTY DESCRIPTION

1 / 98 WOODEND RD / TROTT PARK SA 5158 / UNIT 1

ASSESSMENT NUMBER

1053500468

TITLE REF.

(A "+" indicates multiple titles)

CT 5142/208

TAXABLE SITE VALUE

\$109,000.00

AREA

0.0000 HA

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

CURRENT TAX	\$	0.00	SINGLE HOLDING	\$	0.00
- DEDUCTIONS	\$	0.00			
+ ARREARS	\$	0.00			
- PAYMENTS	\$	0.00			
= <u>AMOUNT PAYABLE</u>	\$	0.00			

Please Note:

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

ON OR BEFORE**04/05/2025****Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE**PAYMENT REMITTANCE ADVICE****No payment is required on this Certificate**

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

Visit: www.revenuesa.sa.gov.au
Email: revsupport@sa.gov.au
Phone: (08) 8226 3750

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at:

OR

By Post to:

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

Account Number 10 53500 46 8	L.T.O Reference CT5142208	Date of issue 31/1/2025	Agent No. 1574	Receipt No. 2644209
---------------------------------	------------------------------	----------------------------	-------------------	------------------------

RANDLE & TAYLOR
204/206 CARRINGTON ST
ADELAIDE SA 5000
kerrie@trevorwhite.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: B M SWIFT
Location: U1 98 WOODEND RD TROTT PARK UNIT 1
Description: 5H/UNIT CP Capital Value: \$ 430 000
Rating: Residential

Periodic charges

Raised in current years to 31/3/2025

			\$
	Arrears as at: 30/6/2024	:	0.00
Water main available: 1/7/1994	Water rates	:	235.80
Sewer main available: 1/7/1994	Sewer rates	:	260.85
	Water use	:	0.00
	SA Govt concession	:	0.00
	Recycled Water Use	:	0.00
	Service Rent	:	0.00
	Recycled Service Rent	:	0.00
	Other charges	:	0.00
	Goods and Services Tax	:	0.00
	Amount paid	:	331.10CR
	Balance outstanding	:	165.55

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

Next quarterly charges: Water supply: 78.60 Sewer: 86.95 Bill: 30/4/2025

This account has no meter of its own but is supplied from account no 10 53500 04 6.

The Water Use apportionment option is Nil.

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:
B M SWIFT

Water & Sewer Account
Acct. No.: 10 53500 46 8

Amount: _____

Address:
U1 98 WOODEND RD TROTT PARK UNIT
1

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1053500468



Bill code: 8888
Ref: 1053500468

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: 1053500468



**Government of
South Australia**

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

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

STATEMENT PURSUANT TO SECTION 41 OF THE *STRATA TITLES ACT 1988*

This statement is issued on: **31 January 2025** for the following:

Strata Corporation No. 12581 Inc.
Unit 1, 98 Woodend Road, Trott Park SA 5158

This statement has been issued for:

Name: Trevor White Conveyancers
at Address: kerry@trevorwhite.com.au

The Strata Corporation certifies the following with respect to the Unit being the subject of this Statement:

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

Total amount last determined with respect to the lot

Amount	Period	
\$2,037.60	01 Oct 2024 to 30 Sep 2025	
Number of instalments payable (if contributions payable by instalments)		4
Amount of each instalment, period to which instalment relates and date due		

Amount	Period	Date due
\$509.40	01 Oct 2024 to 31 Dec 2024	01 Oct 2024
\$509.40	01 Jan 2025 to 31 Mar 2025	01 Jan 2025
\$509.40	01 Apr 2025 to 30 Jun 2025	01 Apr 2025
\$509.40	01 Jul 2025 to 30 Sep 2025	01 Jul 2025

Amount owing **\$0.00**

Interest due on unpaid levies **\$0.00**

Amount in credit for prepaid levies **\$0.00**

2. Sinking fund – contributions payable by regular periodic instalments or lump sum

Total amount last determined with respect to the lot

Amount	Period	
\$815.00	01 Oct 2024 to 30 Sep 2025	
Number of instalments payable (if contributions payable by instalments)		4
Amount of each instalment, period to which instalment relates and date due		

Amount	Period	Date due
\$203.75	01 Oct 2024 to 31 Dec 2024	01 Oct 2024
\$203.75	01 Jan 2025 to 31 Mar 2025	01 Jan 2025
\$203.75	01 Apr 2025 to 30 Jun 2025	01 Apr 2025
\$203.75	01 Jul 2025 to 30 Sep 2025	01 Jul 2025

Amount owing **\$0.00**

Interest due on unpaid levies **\$0.00**

Amount in credit for prepaid levies **\$0.00**

3. Special contributions

None

4. Particulars of Assets and Liabilities of the Corporation

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

5. Particulars of any Expenditure

- (a) Incurred by the Corporation – please refer to minutes of meetings
- (b) Resolved to be incurred to which the unit holder must, or is likely to be required to, contribute – please refer to minutes of meetings

6. Insurance policies

Particulars of all insurance policies taken out by the strata corporation.

Policy No. HS000613191 Flex Insurance
6

Type: Strata Broker: Coverforce
International Towers Sydney, Level 26 Tower One,
Barangaroo NSW 2000

Premium: \$6,715.68 Paid on: 14/05/2024 Policy start date: 15/09/2024 Next due: 15/09/2025

Cover	Sum insured	Excess
Building	\$4,500,000.00	\$2,000.00
Public Liability	\$20,000,000.00	\$0.00
Loss of Rent/Temp Accom	\$675,000.00	\$0.00
Fidelity Guarantee	\$100,000.00	\$0.00
Office Bearers Liability	\$500,000.00	\$0.00
Govt. Audit Costs	\$25,000.00	\$0.00
Legal Defence	\$50,000.00	\$1,000.00
Lot Owners' Fixtures & Improvements	\$250,000.00	\$0.00
Voluntary Workers	\$200,000.00	\$0.00

7. Documents Supplied

- (i) Minutes of general meetings of the corporation and meetings of the management committee for the last two years
- (ii) Statement of Accounts of the corporation last prepared by the corporation
- (iii) The Articles for the time being in force
- (iv) The current policies of insurance taken out by the corporation
- (v) Balance Sheet for the body corporate at the date of this statement

The information provided is accurate as at the date of this Statement and is not intended to be relied upon by any party other than the person who requested this Statement under Section 41 of the Act.

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

This Statement was prepared on behalf of Strata Corporation No. 12581 Inc. by

signed.....
Rosemary Padmanabhan
Strata Management SA
225 Fullarton Road
Eastwood SA 5063

Conveyancers – please note that water usage invoices on this property are paid for by the Corporation from funds available in Administration Account.
Please also advise of changes in ownership immediately upon settlement



Balance Sheet

As at 31/01/2025

Strata Corporation No. 12581 Inc.

98 Woodend Road, Trott Park SA 5158

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	5,259.78
Owners Equity--Admin	2,997.78
	<u>8,257.56</u>
Sinking Fund	
Operating Surplus/Deficit--Sinking	5,888.25
Owners Equity--Sinking	(150.02)
	<u>5,738.23</u>
Net owners' funds	<u><u>\$13,995.79</u></u>
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	8,581.28
	<u>8,581.28</u>
Sinking Fund	
Cash at Bank--Sinking	5,867.71
	<u>5,867.71</u>
Unallocated Money	<u>0.00</u>
<i>Total assets</i>	<u>14,448.99</u>
Less liabilities	
Administrative Fund	
Prepaid Levies--Admin	323.72
	<u>323.72</u>
Sinking Fund	
Prepaid Levies--Sinking	129.48
	<u>129.48</u>
Unallocated Money	<u>0.00</u>
<i>Total liabilities</i>	<u>453.20</u>
Net assets	<u><u>\$13,995.79</u></u>



Notice of Levies Due in April 2025

Strata Management SA
ABN 49 900 350 629
225 Fullarton Road
Blackwood SA 5051
(08) 7081 0375

Attention: Ring Partners

B Swift
c/- Ring Partners Real Estate
PO Box 64
Blackwood SA 5051

Issued 31/01/2025 on behalf of:

Strata Corporation No. 12581 Inc.
ABN 79547308022
98 Woodend Road
Trott Park SA 5158

for Lot 1 Unit 1
Belinda Swift

Due date	Details	Amounts due (\$)		Total
		Admin Fund	Sinking Fund	
01/04/2025	Quarterly Admin/Sinking Levy 01/04/2025 - 30/06/2025	509.40	203.75	713.15
	Total levies due in month	509.40	203.75	713.15

Total of this levy notice	713.15
Levies in arrears	0.00
Interest on levies in arrears	0.00
Outstanding owner invoices	0.00
Subtotal of amount due	713.15
Prepaid	0.00
Total amount due	\$713.15

Late Payment: If payment is not made by the due date, interest may be charged at an annual rate of 10%.
Cheques should be made payable to 'Strata Corporation No. 12581 Inc.'

Levy Payment due 01/04/2025



DEFT
PAYMENT SYSTEMS

*Registration is required for payments from cheque or savings accounts. Please complete registration at www.deft.com.au. You do not need to re-register for the internet service if already registered.

Ring Partners Real Estate

Strata Corporation 12581

Lot 1 Unit 1



Billers code 96503



Pay over the Internet from your Bank account. Register at www.deft.com.au



Credit card payments can be made over the internet. Log onto www.deft.com.au and follow the instructions. A surcharge will be applicable if you use this option



Pay in-store at Australia Post by cheque or EFTPOS.

Contact your participating financial institution to make a BPAY payment from your cheque or savings account. Enter the biller code and your DEFT reference number. To use the QR code, use the reader within your mobile banking app. More info: www.bpay.com.au

Strata Management SA

DEFT Reference Number

26324016056153

Amount Due

\$713.15

Due Date

01/04/2025

Amount Paid

\$



*496 263240160 56153

MINUTES OF THE ANNUAL GENERAL MEETING

STRATA CORPORATION NO. 12581 INC.

98 Woodend Road, Trott Park SA 5158

The Annual General Meeting of the corporation was held as follows:

DATE: 08/08/2024

TIME: 06:00 PM

LOCATION: Unit 8, 98 Woodend Road, Trott Park

PRESENT:

Lot #	Unit #	Attendance	Owner Name/Representative
1	1	Yes	B Swift
2	2	Yes	A Crabtree
3	3	Yes	J Convey
4	4	Yes	J Maggs & T Kari
5	5	Apology	S M Stewart
6	6	Yes	M Nickel
7	7	Yes	M Scott
8	8	Yes	J Sterk
9	9	Yes	M Ward
10	10	Yes	L Delongville proxy with Strata Management SA
11	11	Yes	K & R Marshall
12	12	Yes	B Milton & D Forster
			R Padmanabhan, Body Corporate Manager with Strata Management SA

CHAIRPERSON: The meeting requested that Rosemary Padmanabhan of Strata Management SA assist the Presiding Officer in chairing the meeting and the Secretary in recording the minutes.

Minutes of the meeting:

1 QUORUM

The body corporate manager advised that a quorum was present and the meeting commenced at 6.02pm.

2 MINUTES

Resolved that the minutes of the last general meeting of the corporation held on 17/08/2023 be confirmed as a true record of the proceedings of that meeting.

3 FINANCIAL STATEMENTS

Resolved that the statement of income and expenditure for the period ended 30/06/2024 be accepted as a true and accurate statement of the Corporation's financial position.

4 INSURANCE

The body corporate manager advised that the insurance sums are required to be discussed each year with the property to be insured for the full replacement value and recommended that an independent valuation be obtained by time to time to ensure that the rising costs of rebuilding are taken into account.

It was noted that the current insurances held by the body corporate are:

Policy No.HU0044703 | CHU Insurance | Type : Strata | Broker : Coverforce | Next due : 15/09/2024

Cover	Sum Insured	Excess
Building	\$4,500,000.00	\$2,000.00
Public Liability	\$20,000,000.00	
Loss of Rent/Temp Accom	\$675,000.00	
Fidelity Guarantee	\$100,000.00	
Office Bearers Liability	\$500,000.00	
Govt. Audit Costs	\$25,000.00	
Legal Defence	\$50,000.00	\$1,000.00
Lot Owners' Fixtures & Improvements	\$250,000.00	
Voluntary Workers	\$200,000.00	

Strata Management SA was requested to arrange quotations for the insurance prior to renewal with the quotations to be sent to the Owners for a decision to be provided by the Presiding Officer.

After discussion it was resolved that the building sum insured remain unchanged this year and this is to be reviewed again at the next Annual General Meeting.

5 MAINTENANCE

Grounds Maintenance

The meeting confirmed the existing arrangements where each unit maintains their own front gardens individually.

Gutter Cleaning

The meeting considered the cleaning of the gutters, downpipes, box gutter with photographs of each unit and a report on gutter condition of each unit in October 2024 and April 2025. The meeting requested the body corporate manager to obtain quote for this work. The quotes are to be provided to the Management Committee for a decision on which contractor will be selected to undertake the work.

Current Maintenance

Sinking Fund Plan

The meeting considered the need to obtain a new Sinking Fund Program Plan to update the plan which was undertaken in November 2016. This will enable the Corporation to have a clear direction for maintenance and funding for the future.

Projected maintenance

Salt damp

Concern was raised regarding the potential of Salt Damp within the Corporation. The meeting agreed to continue to review the salt damp and discuss again at the next Annual General Meeting.

Water Isolation Valves

The meeting was advised that the water isolation valves for each unit are currently located 1 meter below the ground. These need to be made more accessible and reviewed to make sure that they are in good working order. The meeting agreed to continue to review the water isolation valves and discuss again at the next Annual General Meeting.

External Painting

The meeting agreed to continue to review the need for external painting and discuss again at the next Annual General Meeting.

6

GENERAL BUSINESS

Payment of Insurance

The meeting discussed the need to either raise a special levy to cover the insurance premiums which will be due in September 2024 or to request owners to pay their October Levies early. The meeting agreed that the owners pay the October Levies early.

Insurance Unit 11 roof

Background and detail regarding the insurance claim for Unit 11 roof in 2022 where it was found that there not enough trusses in the roof and the roof partially collapsed were discussed. The meeting requested the Body Corporate Manager obtain information around the claim and confirm if any refunds have been received.

OVERDUE LEVY POLICY

Resolved that if a contribution levied upon an owner is not paid on the date in which it becomes due and payable in accordance with a resolution of the corporation, the corporation will apply an interest charge on those levies at the rate of 10% per annum.

Resolved that Strata Management SA is authorized on behalf of the corporation to carry out the necessary steps to recover unpaid contributions included the sending of reminder notices, passing the debt to a debt collector and legal action. All costs associated with the contemplated or actual recovery of outstanding funds are to be charged by the corporation to the individual unit responsible for the unpaid contribution.

Resolved that Strata Management SA must charge the interest and account keeping fees to the relevant unit owners as appropriate and that any requests for reimbursement of these charges must be made by the unit owner after making payment to ensure their voting right is maintained at a general meeting of the corporation.

7

BUDGET

The statement of estimated receipts and payments (budget) was tabled with the meeting considering the role of a sinking fund in providing monies for the future and future maintenance plans. The budget estimates for the year as adopted are attached to the minutes.

Budget as presented be approved. 9 for/3 against Carried

8

CONTRIBUTIONS

(a) That contributions to the administrative fund are estimated in accordance with Section 27 (1) of the Strata Titles Act 1988 and determined in accordance with Section 27 (3) of the Strata Titles Act 1988 at \$25,000.00; and

(b) That contributions to the sinking fund are estimated in accordance with Section 27 (1) of the Strata Titles Act 1988 and determined in accordance with Section 27 (3) of the Strata Titles Act 1988 at \$10,000.00; and

(c) That both contributions be paid in equal quarterly instalments, the first such instalment being due on 01/10/2024 and subsequent instalments being due on 01/01/2025, 01/04/2025, 01/07/2025.

9

OFFICE BEARERS

The meeting sought nominations for the officers of the corporation and the formation of the management committee for the forthcoming year. It was resolved that the following members be appointed:

Presiding Officer/Secretary/Treasurer
Committee member

Julie Sterk (Unit 8)
Jan Convey (Unit 3)

It was further resolved that a Management Committee comprising the above officials be appointed for the forthcoming year.

10 APPOINTMENT OF BODY CORPORATE MANAGER

It was resolved that Strata Management SA be appointed as body corporate managers and the public officer for the corporation for the year ahead on the basis of the fees as listed in the accepted budget.

The meeting authorises the Presiding Officer to sign the Management Agreement with Strata Management SA on behalf of the corporation. It was noted that should the Management Agreement not be returned to the manager within 14 days it will be taken as being accepted and the manager is authorised to execute the agreement on behalf of the corporation.

By appointing Strata Management SA as body corporate managers the corporation is delegating the duties of the Secretary and Treasurer on behalf of the corporation in line with the Strata Titles Act. At the completion of the management term, the appointment continues with a 28 day notice period, unless determined otherwise at a General Meeting of the Corporation.

11 NEXT MEETING

The next Annual General Meeting is to be tentatively scheduled for August 2025 at 6pm at the Corporation.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 07:15 PM.



Strata Management SA
ABN 49 600 350 029
225 Fullarton Road
Eastwood SA 5063
(08) 7081 0375

ANNUAL REPORTS

for the financial year to 30/06/2024

Strata Corporation 12581

98 Woodend Road, Trott Park SA 5158

Manager: Rosemary Padmanabhan

	Page
Balance Sheet	1
Statement of Financial Performance	2
Budget commencing 01/07/2024	4
Levy Schedule commencing 01/07/2024 General	6



Balance Sheet As at 30/06/2024

Strata Corporation No. 12581 Inc.

98 Woodend Road, Trott Park SA 5158

Current period

Owners' funds

Administrative Fund

Operating Surplus/Deficit--Admin	13,133.94
Owners Equity--Admin	(10,136.16)
	<u>2,997.78</u>

Sinking Fund

Operating Surplus/Deficit--Sinking	(24,254.54)
Owners Equity--Sinking	24,104.52
	<u>(150.02)</u>

Net owners' funds

\$2,847.76

Represented by:

Assets

Administrative Fund

Cash at Bank--Admin	6,377.82
	<u>6,377.82</u>

Sinking Fund

Cash at Bank--Sinking	695.14
	<u>695.14</u>

Unallocated Money

Cash at Bank--Unallocated	550.00
	<u>550.00</u>

Total assets

7,622.96

Less liabilities

Administrative Fund

Prepaid Levies--Admin	3,380.04
	<u>3,380.04</u>

Sinking Fund

Prepaid Levies--Sinking	845.16
	<u>845.16</u>

Unallocated Money

Prepaid Levies--Unallocated	550.00
	<u>550.00</u>

Total liabilities

4,775.20

Net assets

\$2,847.76



Statement of Financial Performance for the financial year to 30/06/2024

Strata Management SA
ABN 49 500 350 629
225 Fullerton Road
Eastwood SA 5063
(08) 7081 0375

Strata Corporation No. 12581 Inc.

98 Woodend Road, Trott Park SA 5158

Administrative Fund

Current period

01/07/2023-30/06/2024

Revenue

Interest on Arrears--Admin	28.55
Levies Due--Admin	20,000.00
Transfer from Sinking Fund	29,262.68
Total revenue	49,291.23

Less expenses

Admin--Agent Disbursements	475.20
Admin--Auditors--Audit Services	178.20
Admin--Auditors--Taxation Services	165.00
Admin--Bank Charges--Bpay	24.00
Admin--Management Fees--Standard	1,675.60
Admin--Meeting Fees	220.00
Admin--Storage & Archive Fees	66.00
Honorarium	100.00
Insurance--Premiums	8,170.80
Insurance--Valuation	375.00
Maint Bldg--Consultant--Engineer (Structural)	840.00
Maint Bldg--General Repairs	5,455.18
Maint Bldg--Gutters & Downpipes	2,794.00
Maint Bldg--Insurance Repairs	690.25
Maint Bldg--Plumbing	517.00
Maint Bldg--Roof	1,496.00
Maint Grounds--Retaining Walls	8,145.00
Maint Grounds--Tree Lopping/Removal	660.00
Utility--Electricity	274.14
Utility--Water Usage	3,835.92
Total expenses	36,157.29

Surplus/Deficit 13,133.94

Opening balance (10,136.16)

Closing balance **\$2,997.78**

Sinking Fund**Current period**

01/07/2023-30/06/2024

Revenue

Interest on Arrears--Sinking 7.14

Levies Due--Sinking 5,001.00

Total revenue 5,008.14**Less expenses**

Admin--Transfer to Admin Fund 29,262.68

Total expenses 29,262.68**Surplus/Deficit**

(24,254.54)

Opening balance 24,104.52

Closing balance**-\$150.02**



Proposed Budget to apply from 01/07/2024

Strata Corporation No. 12581 Inc.

98 Woodend Road, Trott Park SA 5158

Administrative Fund

Proposed budget

Revenue

Levies Due--Admin	25,000.00
Total revenue	25,000.00

Less expenses

Admin--Agent Disbursements	504.00
Admin--Auditors--Audit Services	185.00
Admin--Auditors--Taxation Services	165.00
Admin--Bank Charges--Bpay	24.00
Admin--Management Fees--Standard	1,865.00
Admin--Meeting Fees	220.00
Admin--Storage & Archive Fees	66.00
Honorarium	150.00
Insurance--Premiums	9,805.00
Maint Bldg--General Repairs	4,000.00
Maint Bldg--Gutters & Downpipes	3,073.00
Maint Bldg--Plumbing	500.00
Utility--Electricity	300.00
Utility--Water Usage	4,000.00
Total expenses	24,857.00

Surplus/Deficit

143.00

Opening balance

2,997.78

Closing balance

\$3,140.78

Total units of entitlement	10000
Levy contribution per unit entitlement	\$2.50

Sinking Fund**Proposed
budget****Revenue**

Levies Due--Sinking	10,000.00
---------------------	-----------

<i>Total revenue</i>	<u>10,000.00</u>
----------------------	------------------

Surplus/Deficit

	<u>10,000.00</u>
--	------------------

Opening balance	(150.02)
-----------------	----------

Closing balance

	<u>\$9,849.98</u>
--	-------------------

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

Levy contribution per unit entitlement	\$1.00
--	--------



Proposed Levy Schedule to apply from 01/07/2024

Strata Management SA
ABN 49 500 352 623
225 Fullarton Road
Eastwood SA 5063
(08) 7081 0375

Strata Corporation No. 12581 Inc.

98 Woodend Road, Trott Park SA 5158

Quarterly levy instalments that would apply to each lot if proposed budgets are accepted by the general meeting:

Lot	Unit	Unit Entitlement	Admin Fund	Sinking Fund	Quarterly Total
1	1	815.00	509.40	203.75	713.15
2	2	815.00	509.40	203.75	713.15
3	3	875.00	546.90	218.75	765.65
4	4	875.00	546.90	218.75	765.65
5	5	875.00	546.90	218.75	765.65
6	6	880.00	550.00	220.00	770.00
7	7	775.00	484.40	193.75	678.15
8	8	775.00	484.40	193.75	678.15
9	9	880.00	550.00	220.00	770.00
10	10	885.00	553.15	221.25	774.40
11	11	775.00	484.40	193.75	678.15
12	12	775.00	484.40	193.75	678.15
		10,000.00	\$6,250.25	\$2,500.00	\$8,750.25



Approved Budget to apply from 01/07/2024

Strata Corporation No. 12581 Inc.

98 Woodend Road, Trott Park SA 5158

Administrative Fund

Approved
budget

Revenue

Levies Due--Admin	25,000.00
<i>Total revenue</i>	<u>25,000.00</u>

Less expenses

Admin--Agent Disbursements	504.00
Admin--Auditors--Audit Services	185.00
Admin--Auditors--Taxation Services	165.00
Admin--Bank Charges--Bpay	24.00
Admin--Management Fees--Standard	1,865.00
Admin--Meeting Fees	220.00
Admin--Storage & Archive Fees	66.00
Honorarium	100.00
Insurance--Premiums	9,805.00
Maint Bldg--General Repairs	4,000.00
Maint Bldg--Gutters & Downpipes	3,073.00
Maint Bldg--Plumbing	500.00
Utility--Electricity	300.00
Utility--Water Usage	4,000.00
<i>Total expenses</i>	<u>24,807.00</u>

Surplus/Deficit	<u>193.00</u>
------------------------	---------------

Opening balance	<u>2,997.78</u>
-----------------	-----------------

Closing balance	<u><u>\$3,190.78</u></u>
------------------------	--------------------------

Total units of entitlement	10000
Levy contribution per unit entitlement	\$2.50

Sinking Fund**Approved
budget****Revenue**

Levies Due--Sinking	10,000.00
<i>Total revenue</i>	<u>10,000.00</u>

Less expenses

Admin--Sinking Fund Assessment	700.00
<i>Total expenses</i>	<u>700.00</u>

Surplus/Deficit

	<u>9,300.00</u>
Opening balance	(150.02)

Closing balance\$9,149.98

Total units of entitlement	10000
Levy contribution per unit entitlement	\$1.00



Approved Levy Schedule to apply from 01/07/2024

Strata Management SA
ABN 49 600 360 629
225 Fullarton Road
Eastwood SA 5063
(08) 7081 0375

Strata Corporation No. 12581 Inc.

98 Woodend Road, Trott Park SA 5158

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Unit Entitlement	Admin Fund	Sinking Fund	Quarterly Total	Annual Total
1	1	815.00	509.40	203.75	713.15	2,852.60
2	2	815.00	509.40	203.75	713.15	2,852.60
3	3	875.00	546.90	218.75	765.65	3,062.60
4	4	875.00	546.90	218.75	765.65	3,062.60
5	5	875.00	546.90	218.75	765.65	3,062.60
6	6	880.00	550.00	220.00	770.00	3,080.00
7	7	775.00	484.40	193.75	678.15	2,712.60
8	8	775.00	484.40	193.75	678.15	2,712.60
9	9	880.00	550.00	220.00	770.00	3,080.00
10	10	885.00	553.15	221.25	774.40	3,097.60
11	11	775.00	484.40	193.75	678.15	2,712.60
12	12	775.00	484.40	193.75	678.15	2,712.60
		10,000.00	\$6,250.25	\$2,500.00	\$8,750.25	\$35,001.00

MINUTES OF THE ANNUAL GENERAL MEETING

STRATA CORPORATION NO. 12581 INC.

98 Woodend Road, Trott Park SA 5158

The Annual General Meeting of the corporation was held as follows:

DATE: 17/08/2023

TIME: 06:00 PM

LOCATION: Via Zoom

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
1	1	Yes	B Swift
3	3	Yes	J Convey
4	4	Yes	J Maggs & T Kari
7	7	Yes	M Scott
8	8	Yes	J Sterk
10	10	Yes	L Delongville (Proxy to SMSA)
11	11	Yes	K & RMarshall

CHAIRPERSON: The meeting requested that David Jolly of Strata Management SA assist the Presiding Officer in chairing the meeting and the Secretary in recording the minutes.

Minutes of the meeting:

1 QUORUM

The body corporate manager advised that a quorum was present and the meeting commenced at 6.00pm

2 MINUTES

That the minutes of the last general meeting of the corporation held on 29/08/2022 be confirmed as a true record of the proceedings of that meeting.

3 FINANCIAL STATEMENTS

That the statement of income and expenditure for the period ended 30/06/2023 be accepted as a true and accurate statement of the Corporation's financial position.

4 INSURANCE

The body corporate manager advised that the insurance sums are required to be discussed each year with the property to be insured for the full replacement value and recommended that an independent valuation be obtained by time to time to ensure that the rising costs of rebuilding are taken into account.

It was noted that the current insurances held by the body corporate are:

Policy No.HU0044703

CHU Insurance

Type : Strata

Broker : Coverforce

Premium : \$6,154.47

Paid on : 15/09/2022

Start : 15/09/2022

Next due : 15/09/2023

Cover	Sum Insured	Excess
Building	\$4,150,000.00	\$300.00
Public Liability	\$20,000,000.00	\$0.00
Loss of Rent/Temp Accom	\$558,900.00	\$0.00
Fidelity Guarantee	\$100,000.00	\$0.00
Office Bearers Liability	\$500,000.00	\$0.00
Govt. Audit Costs	\$25,000.00	\$0.00
Legal Defence	\$50,000.00	\$1,000.00
Lot Owners' Fixtures & Improvements	\$250,000.00	\$0.00
Voluntary Workers	\$200,000.00	\$0.00

Strata Management SA was requested to arrange quotations for the insurance prior to renewal with the quotations to be sent

to the Presiding Officer for a decision.

Strata Management SA were instructed to arrange a valuation to take place for the rebuilding costs which is to be used as the basis for the insurance of the property once received.

5 MAINTENANCE

Grounds Maintenance

It was agreed that owners will continue to maintain the areas in front of their units as per the previous arrangements already in place.

Gutter Cleaning

The Body Corporate Manager was requested to arrange for all gutters and downpipes to be cleaned and flushed in October 2023 and again in April 2024.

Unit 11 Engineer Report

The Body Corporate Manager was requested to arrange for Margyn Engineers to attend and check on the work completed to Unit 11 as per their previously provided engineers report.

Retaining Wall Units 7 & 11

The Body Corporate Manager was requested to obtain 2 quotes for replacement of the existing retaining walls in the above units which will be provided to the officer bearer for approval to proceed.

External Painting

This will be discussed again at the 2024 AGM.

6 GENERAL BUSINESS

Nil.

OVERDUE LEVY POLICY

Resolved that if a contribution levied upon an owner is not paid on the date in which it becomes due and payable in accordance with a resolution of the corporation, the corporation will apply an interest charge on those levies at the rate of 10% per annum.

Resolved that Strata Management SA is authorized on behalf of the corporation to carry out the necessary steps to recover unpaid contributions included the sending of reminder notices, passing the debt to a debt collector and legal action. All costs associated with the contemplated or actual recovery of outstanding funds are to be charged by the corporation to the individual unit responsible for the unpaid contribution.

Resolved that Strata Management SA must charge the interest and account keeping fees to the relevant unit owners as appropriate and that any requests for reimbursement of these charges must be made by the unit owner after making payment to ensure their voting right is maintained at a general meeting of the corporation.

7 BUDGET

The statement of estimated receipts and payments (budget) was tabled with the meeting considering the role of a sinking fund in providing monies for the future and future maintenance plans. The budget estimates for the year as adopted are attached to the minutes.

8 CONTRIBUTIONS

It was resolved

(a) That contributions to the administrative fund are estimated in accordance with Section 27 (1) of the Strata Titles Act 1988 and determined in accordance with Section 27 (3) of the Strata Titles Act 1988 at \$20,000.00; and

(b) That contributions to the sinking fund are estimated in accordance with Section 27 (1) of the Strata Titles Act 1988 and determined in accordance with Section 27 (3) of the Strata Titles Act 1988 at \$5,000.00; and

(c) That both contributions be paid in equal quarterly instalments, the first such instalment being due on 1/10/2023 and subsequent instalments being due on 1/01/2024, 1/04/2024, 1/07/2024.

9 OFFICE BEARERS

The meeting sought nominations for the officers of the corporation and the formation of the management committee for the forthcoming year. It was resolved that the following members be appointed:

Presiding Officer	J Sterk
Secretary	J Sterk
Treasurer	J Sterk

It was further resolved that a Management Committee comprising the above officials be appointed for the forthcoming year to include J Convey.

10 APPOINTMENT OF BODY CORPORATE MANAGER

It was resolved that Strata Management SA be appointed as body corporate managers and the public officer for the corporation for the year ahead on the basis of the fees as listed in the accepted budget.

The meeting authorises the Presiding Officer to sign the Management Agreement with Strata Management SA on behalf of the corporation. It was noted that should the Management Agreement not be returned to the manager within 14 days it will be taken as being accepted and the manager is authorised to execute the agreement on behalf of the corporation.

By appointing Strata Management SA as body corporate managers the corporation is delegating the duties of the Secretary and Treasurer on behalf of the corporation inline with the Strata Titles Act. At the completion of the management term, the appointment continues with a 28 day notice period, unless determined otherwise at a General Meeting of the Corporation.

11 NEXT MEETING

The next Annual General Meeting is to be tentatively scheduled for August 2024.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 6.45pm



Strata Management SA
J201 49 900 343 329
228 Fredericks Road
Glenwood SA 5063
(08) 7061 6375

Approved Budget to apply from 01/07/2023

Strata Corporation No. 12581 Inc.

98 Woodend Road, Trott Park SA 5158

Administrative Fund

Approved
budget

Revenue

Levies Due--Admin	20,000.00
<i>Total revenue</i>	<u>20,000.00</u>

Less expenses

Admin--Agent Disbursements	475.20
Admin--Auditors--Audit Services	158.40
Admin--Bank Charges--Bpay	24.00
Admin--Management Fees--Standard	1,865.00
Admin--Meeting Fees	220.00
Admin--Storage & Archive Fees	33.00
Insurance--Premiums	6,160.00
Maint Bldg--General Repairs	1,200.00
Maint Bldg--Gutters & Downpipes	800.00
Maint Bldg--Plumbing	600.00
Utility--Electricity	350.00
Utility--Water Usage	4,000.00
<i>Total expenses</i>	<u>15,885.60</u>

Surplus/Deficit

4,114.40

Opening balance (10,136.16)

Closing balance

-\$6,021.76

Total units of entitlement	10000
Levy contribution per unit entitlement	\$2.00

Sinking Fund

	Approved budget
Revenue	
Levies Due--Sinking	5,000.00
<i>Total revenue</i>	<u>5,000.00</u>
Surplus/Deficit	<u>5,000.00</u>
Opening balance	24,104.52
Closing balance	<u><u>\$29,104.52</u></u>
 Total units of entitlement	 10000
Levy contribution per unit entitlement	\$0.50



Strata Management SA
ABN 49 500 390 629
225 Fullarton Road
Lairwood SA 5063
(08) 7081 0375

ANNUAL REPORTS

for the financial year to 30/06/2023

Strata Corporation 12581

98 Woodend Road, Trott Park SA 5158

Manager: David Jolly

	Page
Balance Sheet	1
Statement of Financial Performance	2
Budget commencing 01/07/2023	4
Levy Schedule commencing 01/07/2023 General	6



Balance Sheet As at 30/06/2023

Strata Corporation No. 12581 Inc.

98 Woodend Road, Trott Park SA 5158

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	(23,096.39)
Owners Equity--Admin	12,960.23
	<u>(10,136.16)</u>
Sinking Fund	
Operating Surplus/Deficit--Sinking	331.05
Owners Equity--Sinking	23,773.47
	<u>24,104.52</u>
Net owners' funds	<u><u>\$13,968.36</u></u>
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	(6,965.02)
	<u>(6,965.02)</u>
Sinking Fund	
Cash at Bank--Sinking	24,897.44
	<u>24,897.44</u>
Unallocated Money	
Cash at Bank--Unallocated	550.00
	<u>550.00</u>
<i>Total assets</i>	<u>18,482.42</u>
Less liabilities	
Administrative Fund	
Prepaid Levies--Admin	3,171.14
	<u>3,171.14</u>
Sinking Fund	
Prepaid Levies--Sinking	792.92
	<u>792.92</u>
Unallocated Money	
Prepaid Levies--Unallocated	550.00
	<u>550.00</u>
<i>Total liabilities</i>	<u>4,514.06</u>
Net assets	<u><u>\$13,968.36</u></u>



Statement of Financial Performance for the financial year to 30/06/2023

Strata Management SA
ABN 49 600 353 623
225 Fullarton Road
Eastwood SA 5607
(08) 7081 0375

Strata Corporation No. 12581 Inc.

98 Woodend Road, Trott Park SA 5158

Administrative Fund

Current period

01/07/2022-30/06/2023

Revenue

Interest on Arrears--Admin	20.21
Levies Due--Admin	20,000.00
Total revenue	20,020.21

Less expenses

Admin--Agent Disbursements	475.20
Admin--Auditors--Audit Services	158.40
Admin--Auditors--Taxation Services	297.00
Admin--Bank Charges--Bpay	24.00
Admin--Management Fees--Standard	1,584.00
Admin--Meeting Fees	198.00
Admin--Storage & Archive Fees	33.00
Insurance--Premiums	6,154.47
Insurance--Valuation	365.00
Maint Bldg--General Repairs	29,659.82
Maint Bldg--Plumbing	258.50
Maint Grounds--Lawns & Gardening	284.00
Utility--Electricity	208.44
Utility--Water Usage	3,416.77
Total expenses	43,116.60

Surplus/Deficit (23,096.39)

Opening balance 12,960.23

Closing balance **-\$10,136.16**

Sinking Fund**Current period**

01/07/2022-30/06/2023

Revenue

Interest on Arrears--Sinking	5.05
Levies Due--Sinking	5,001.00
<i>Total revenue</i>	<u>5,006.05</u>

Less expenses

Maint Bldg--Painting & Surface Finishes	4,675.00
<i>Total expenses</i>	<u>4,675.00</u>

Surplus/Deficit331.05

Opening balance	23,773.47
-----------------	-----------

Closing balance\$24,104.52



Proposed Budget to apply from 01/07/2023

Strata Corporation No. 12581 Inc.

98 Woodend Road, Trott Park SA 5158

Administrative Fund

Proposed budget

Revenue

Levies Due--Admin	20,000.00
<i>Total revenue</i>	<u>20,000.00</u>

Less expenses

Admin--Agent Disbursements	475.20
Admin--Auditors--Audit Services	158.40
Admin--Bank Charges--Bpay	24.00
Admin--Management Fees--Standard	1,865.00
Admin--Meeting Fees	220.00
Admin--Storage & Archive Fees	33.00
Insurance--Premiums	6,160.00
Maint Bldg--General Repairs	1,200.00
Maint Bldg--Gutters & Downpipes	800.00
Maint Bldg--Plumbing	600.00
Utility--Electricity	350.00
Utility--Water Usage	4,000.00
<i>Total expenses</i>	<u>15,885.60</u>

Surplus/Deficit

	<u>4,114.40</u>
Opening balance	(10,136.16)

Closing balance

-\$6,021.76

Total units of entitlement	10000
Levy contribution per unit entitlement	\$2.00

Sinking Fund**Proposed
budget****Revenue**

Levies Due--Sinking	5,000.00
<i>Total revenue</i>	<u>5,000.00</u>

Surplus/Deficit

Opening balance	24,104.52
-----------------	-----------

Closing balance\$29,104.52

Total units of entitlement	10000
Levy contribution per unit entitlement	\$0.50



Proposed Levy Schedule to apply from 01/07/2023

Strata Corporation No. 12581 Inc.

98 Woodend Road, Trott Park SA 5158

Quarterly levy instalments that would apply to each lot if proposed budgets are accepted by the general meeting:

Lot	Unit	Unit Entitlement	Admin Fund	Sinking Fund	Quarterly Total
1	1	815.00	407.50	101.90	509.40
2	2	815.00	407.50	101.90	509.40
3	3	875.00	437.50	109.40	546.90
4	4	875.00	437.50	109.40	546.90
5	5	875.00	437.50	109.40	546.90
6	6	880.00	440.00	110.00	550.00
7	7	775.00	387.50	96.90	484.40
8	8	775.00	387.50	96.90	484.40
9	9	880.00	440.00	110.00	550.00
10	10	885.00	442.50	110.65	553.15
11	11	775.00	387.50	96.90	484.40
12	12	775.00	387.50	96.90	484.40
		10,000.00	\$5,000.00	\$1,250.25	\$6,250.25

NOTICE OF AN ANNUAL GENERAL MEETING

STRATA CORPORATION NO. 12581 INC.

98 Woodend Road, Trott Park SA 5158

An Annual General Meeting of the corporation is to be held as follows:

DATE: 17/08/2023

TIME: 06:00 PM

VENUE: Unit 8/98 Woodend Road, Trott Park

The Agenda for the meeting is:

- 1 QUORUM** ✓
To determine if a quorum has been achieved and open the meeting.
- 2 MINUTES** ✓
That the minutes of the last general meeting of the corporation held on 29/08/2022 be confirmed as a true record of the proceedings of that meeting.
- 3 FINANCIAL STATEMENTS**
That the statement of income and expenditure for the period ended 30/06/2023 be accepted as a true and accurate statement of the Corporation's financial position.

4 INSURANCE

The last valuation for the corporation was completed on 6/10/2020 in the amount of 3726000

That the current insurances held by the body corporate be reviewed:

Policy No.HU0044703

CHU Insurance

Type : Strata

Broker : Coverforce

Premium : \$6,154.47

Paid on : 15/09/2022

Start : 15/09/2022

Next due : 15/09/2023

Cover	Sum Insured	Excess
Building	\$3,726,000.00	\$300.00
Public Liability	\$20,000,000.00	\$0.00
Loss of Rent/Temp Accom	\$558,900.00	\$0.00
Fidelity Guarantee	\$100,000.00	\$0.00
Office Bearers Liability	\$500,000.00	\$0.00
Govt. Audit Costs	\$25,000.00	\$0.00
Legal Defence	\$50,000.00	\$1,000.00
Lot Owners' Fixtures & Improvements	\$250,000.00	\$0.00
Voluntary Workers	\$200,000.00	\$0.00

5 MAINTENANCE

That the following maintenance items be considered

Grounds Maintenance

To confirm or modify the existing arrangements

Gutter Cleaning

To consider the cleaning of the gutters on each unit

Termite inspection

To determine if owners believe it prudent to inspect all units for termites

Current Maintenance

Completion of outstanding retaining works

Ongoing External Painting to remaining units

Individual repairs outstanding to some units (ongoing insurance claims)

Handwritten notes:
VALUATION
\$4,150,000.
UNIT 7 & 7A
Retaining Wall
UNIT 7A - Engineer

Note: Works are completed as funds permit

Projected maintenance

To consider maintenance likely or required in the next 2-5 years to assist with setting a budget.

6 GENERAL BUSINESS

That the general business items of the corporation be considered including the discussion of any items contained in the notes of this agenda and any items raised by owners at the meeting.

OVERDUE LEVY POLICY

Resolution that if a contribution levied upon an owner is not paid on the date in which it becomes due and payable in accordance with a resolution of the corporation, the corporation will apply an interest charge on those levies at the rate of 10% per annum.

Resolution that Strata Management SA is authorized on behalf of the corporation to carry out the necessary steps to recover unpaid contributions included the sending of reminder notices, passing the debt to a debt collector and legal action. All costs associated with the contemplated or actual recovery of outstanding funds are to be charged by the corporation to the individual unit responsible for the unpaid contribution.

Resolution that Strata Management SA must charge the interest and account keeping fees to the relevant unit owners as appropriate and that any requests for reimbursement of these charges must be made by the unit owner after making payment to ensure their voting right is maintained at a general meeting of the corporation.

7 BUDGET

That the statement of estimated receipts and payments (budget) be tabled and adopted, please see a copy of the draft budget attached to this notice.

8 CONTRIBUTIONS

(a) That contributions to the administrative fund are estimated in accordance with Section 27 (1) of the Strata Titles Act 1988 and determined in accordance with Section 27 (3) of the Strata Titles Act 1988 at \$20,000.00; and ✓

(b) That contributions to the sinking fund are estimated in accordance with Section 27 (1) of the Strata Titles Act 1988 and determined in accordance with Section 27 (3) of the Strata Titles Act 1988 at \$5,000.00; and ✓

(c) That both contributions be paid in equal quarterly instalments, the first such instalment being due on 1/10/2023 and subsequent instalments being due on 1/01/2024, 1/04/2024, 1/07/2024.

10 APPOINTMENT OF BODY CORPORATE MANAGER

That Strata Management SA be appointed to manage the Corporation for the next 12 months based on the management agreement and pamphlet that can be obtained by contacting contact@stratamanagementsa.com.au.

The meeting is authorising the Presiding Officer to sign the Management Agreement with Strata Management SA on behalf of the corporation. Should the Management Agreement not be returned to the manager within 14 days it will be taken as being accepted and the manager is authorised to execute the agreement on behalf of the corporation.

By appointing Strata Management SA as body corporate managers the corporation is delegating the duties of the Secretary and Treasurer on behalf of the corporation inline with the Community Titles Act. At the completion of the management term, the appointment continues with a 28 day notice period, unless determined otherwise at a General Meeting of the Corporation.

11 NEXT MEETING

The next Annual General Meeting is to be tentatively scheduled

TBA

Date of this notice: 25 July 2023

NOTES: Please contact Strata Management SA on (08) 7081 0375 or contact@stratamanagementsa.com.au if you have any questions about this notice.

Quorum

For a valid meeting 50% of owners who are financial must be present either in person or by proxy.

Maintaining your Voting Right

Please note that to maintain a voting right that all monies due and payable to the body corporate need to have been paid. For payments made close to the meeting date please note that BPay transactions clear in 2-3 days while cheque payments can take over a week (longer if posted to our office rather than DEFT Payment Systems as we then need to post it to the bank).

Attending the Meeting or Voting by Proxy

You should bring this notice with you to the meeting. If you cannot attend the meeting and you wish to cast a vote, please complete the enclosed proxy form and return it to our office at least 24 hours before the commencement of the meeting.

Please note that you have the right to appoint whoever you want as your proxy. Your proxy has all of your rights as an owner and is effectively you for the duration of that meeting and is able to cast your vote. If you give your proxy written instructions they must follow these but can otherwise vote as they see fit.

If you do not have someone you wish to make your proxy then Strata Management SA is happy to take on this role for you which can either be for a specific meeting of for a set time frame up to 12 months. Should you wish to cancel a proxy at any time you can by writing to our office advising of such or by attending the meeting in person.

Resolutions

For voting purposes:

- an ordinary resolution is passed if the majority of votes are cast in favour of it;
- a special resolution is passed if not more than 25% of the possible votes are cast against it
- a unanimous resolution is passed if no vote is cast against it

Insurance Details

Strata Management SA is a distributor for Coverforce Insurance Brokers. The body corporate manager is qualified to give factual information about the corporations insurance, not advice. If the owners' corporation requires specialist insurance advice, the body corporate manager can refer the owners' corporation to an insurance advisor.

If the body corporate manager recommends that your building insurance should be placed with the Insurers, the owners' corporation acknowledges and agrees that the recommendation is the advice received from the insurance specialists. The owners' corporation should read the Product Disclosure Statement before making a decision to purchase that insurance.

Strata Management SA receives a commission for placing corporations insurances where it acts as an authorised representative or distributor but does not receive any other commissions in respect to placing your corporations business with any other trader, business or contractor.

Contents Insurance

Any contents noted on the corporations insurance are common contents and refer to property owned by the corporation. The corporations insurance does not cover contents or liability cover inside a unit or its subsidiary and all owners are advised to have in place contents or landlords contents cover for their property.

Insurance Valuation

Strata Management SA advises that all owners are responsible for ensuring that the building sum insured is correct (including demolition of any unsafe structure, removal of rubble, site clearance, professional fees, materials and labour of construction). One way of achieving a correct sum is to have a valuation carried out by a licensed valuer (in other states it is expected that a valuation be carried out no further than 5 years apart). The costs of a licensed valuer providing the valuation of the property for insurance replacement value is:

For Groups of 1 to 5 Units	\$280 inclusive
For Groups of 6 to 10 Units	\$305 inclusive
For Groups of 11 to 20 Units	\$375 inclusive
For Groups of 21 to 30 Units	\$480 inclusive
Larger groups, country & commercial	By Quote

Pest Control Policy

We recommend that the body corporate consider its policy in relation to white ants. It is noted that white ant treatment and inspections are the responsibility of the body corporate and how this is handled is up to the meeting of owners to determine. Some properties have annual inspections carried out, others spray a chemical barrier every five years, others install baiting system and then some properties choose to do nothing at all.

Auditor

The strata corporation has previously advised to have the Strata Management SA client trust account audited annually to meet its legal obligation as per the Strata Titles Act 1988.

Sinking Fund Plan

Strata Management SA recommends that Strata Corporations should obtain a sinking fund plan for at least the next 3-5 years. Cost of the plans are between \$450-\$650 plus gst for 2-10 units. Quotes required for larger corporations.

Election of Management Committee

The management committee is chosen by:

- calling for nomination
- determining the number of members of the management committee; and
- conducting a ballot for the election of members if the nominations exceed the available positions

Termination

Your management contract runs for the contract period. If your corporation believes the body corporate manager has breached their duty to act in the best interests of the corporation, or any other duties under the legislation, the corporation is entitled to seek to end the contract. If you are unhappy with the service received you have the right to terminate this contract through passing a resolution to do so at a duly convened meeting of your corporation.

Dispute Resolution

As body corporate managers we will do our very best to help resolve any disputes within your corporation but we understand that this will not help all owners. All owners have the right under the legislation to apply to the Magistrates Court for a resolution of any dispute.

Arrears Policy

All levies are due on the first of the month set by the corporation and a grace period of 30 days exists before interest is charged. Should the levy be in arrears by greater than 30 days then interest is applied and an overdue notice fee of \$33 is applied for each reminder notice sent. Should arrears balance be outstanding for greater than 60 days and be a sum greater than \$1000 then a final notice is issued and once the debt has aged 90 days the debt transferred to Lynch Meyer lawyers who will seek legal recovery with all fees passed on to the relevant lot for payment.

Inspection of Records

You have the right to inspect the corporations records held by your body corporate manager. Please note that we cannot keep private information and that your contact details can be accessed by other lot owners. The records belong to the body corporate and should you wish to view the records held please contact your body corporate manager in the normal manner to arrange an appointment time during office hours.

Change of Details

All owners are required to advise the body corporate of any changes in contact details and these must be in writing and kept on file by the corporation. To advise of any change in details please bring a written notification to the meeting or email contact@stratamanagementsa.com.au to advise.

How do you prefer notices and levies be delivered?

We believe in delivering correspondence, notices of meeting, minutes etc in the method you prefer, either posted or emailed. You can choose to have your levy notices issued in the same method or have them sent to your agent, accountant etc. Please let us know your preference and we will deliver these as desired.

To ensure that you receive all corporation communications, please ensure you advise our office of a valid email address.

associated with the contemplated or actual recovery of outstanding funds are to be charged by the corporation to the individual lot responsible for the unpaid contribution.

Resolved that Strata Management SA must charge the interest and account keeping fees to the relevant unit owners as appropriate and that any requests for reimbursement of these charges must be made by the unit owner after making payment to ensure their voting right is maintained at a general meeting of the corporation.

21.05.20 MFS Callout Fees

The meeting discussed false alarms callout for items such as cooking fumes, smoke or steam that results in a fire engine attending the building and attracts an invoice from the SA Metropolitan Fire Service (the recent one cost \$869). Tony and Christine advised they had spoken with the fire contractors who advised to close the bedroom doors if residents burn toast and there is two minutes from the start of the beep before the alarm goes through.

The body corporate manager was requested to send all invoices for callouts to the management committee who will consider if these should be passed on to the relevant owner for payment with it expected that a one-off incident will be paid by the corporation and instances that would be sent to owners involve occupant tampering with the alarm or multiple callouts.

13/04/2022 Solar Panels

It was agreed that all owners can install solar panels to the roof of their individual units. The solar panels must be installed professionally, any damages caused by the installation and any future maintenance issues are to be repaired immediately by the unit holder. The solar panels must not encroach on to another unit or onto common property.

26/07/2022 Unit 6 Pet Request

The majority of owners present at the meeting voted against unit 6 residents having dogs at the premises, therefore the owner of unit 6 must have the dogs removed from the premises immediately.

28/02/2023 Unit 17 Install a pergola

Unit 17 owner was granted approval to install a pergola at the rear of the unit.

Schedule 3—Articles of strata corporation

- 1 (1) A unit holder must—
 - (a) maintain the unit in good repair;
 - (b) carry out any work ordered by a council or other public authority in respect of the unit.
- (2) The occupier of a unit must keep it in a clean and tidy condition.
- 2 A person bound by these articles—
 - (a) must not obstruct the lawful use of the common property by any person; and
 - (b) must not 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 strata community, their customers, clients or visitors; and
 - (c) must not make, or allow his or her customers, clients or visitors to make, undue noise in or about any unit or the common property; and
 - (d) must not interfere, or allow his or her customers, clients or visitors to interfere, with others in the enjoyment of their rights in relation to units or common property.
- 3 A person bound by these articles must not use the unit, or permit the unit to be used, for any unlawful purpose.
- 4 Subject to the *Strata Titles Act 1988*, a person bound by these articles must not, without the strata corporation's consent, keep any animal in, or in the vicinity of, a unit.
- 5 A person bound by these articles—
 - (a) must not park a motor vehicle in a parking space allocated for others or on a part of the common property on which parking is not authorised by the strata corporation; and
 - (b) must take reasonable steps to ensure that his or her customers, clients or visitors do not park in parking spaces allocated for others or on parts of the common property on which parking is not authorised by the strata corporation.
- 6 A person bound by these articles must not, without the consent of the strata corporation—
 - (a) damage or interfere with any lawn, garden, tree, shrub, plant or flower on the common property; or
 - (b) use any portion of the common property for his or her own purposes as a garden.
- 7 A person bound by these articles must not—
 - (a) bring objects or materials onto the site of a kind that are likely to cause justified offence to the other members of the strata community; or
 - (b) allow refuse to accumulate so as to cause justified offence to others.
- 8 A person bound by these articles must not, without the consent of the strata corporation, display any sign, advertisement, placard, banner or any other conspicuous material of a similar nature—
 - (a) on part of his or her unit so as to be visible from outside the building; or
 - (b) on any part of the common property.
- 9 The occupier of a unit may, without the consent of the strata corporation, paint, cover or in any other way decorate the inside of any building forming part of the unit and may, provided that unreasonable damage is not caused to any common property, fix locks, catches, screens, hooks and other similar items to that building.
- 10 The occupier of a unit used for residential purposes must not, without the consent of the strata corporation, use or store on the unit or on the common property any explosive or other dangerous substance.
- 11 A person bound by these articles—
 - (a) must maintain within the unit, or on a part of the common property set apart for the purpose by the strata corporation, a receptacle for garbage adequately covered; and
 - (b) must comply with all council by-laws relating to the disposal of garbage.
- 12 A unit holder must immediately notify the strata corporation of—
 - (a) any change in the ownership of the unit, or any change in the address of an owner;
 - (b) any change in the occupancy of the unit.

RESOLUTIONS AFFECTING STRATA CORPORATION 12581 INC

DISCLAIMER - Strata Data will not be held liable for any missing, incomplete or incorrect information provided prior to the commencement of our management: 1/6/2001

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

DATE	RESOLUTION
-------------	-------------------

13/12/93

Animals

It was recorded that Unit 7 already had approval to keep one dog and Unit 12 had approval to keep 2 dogs. It was agreed for future approvals that owners may apply for approval on an individual basis in accordance with the requirements of the Articles of the Strata Corporation (Schedule 3).
The Corporation hereby delegates authority to the Management Committee to approve any such applications.

Signage

It was agreed that a land agent instructed to offer any unit "For Sale" or "To Let" be permitted to erect one sign only, of dimensions not greater than 1.2 x 1.0 metres. This sign must indicate the number of the unit and is to be installed as near as practicable to the front boundary of the premises and be removed not later than 24 hours after a contract for sale or letting of the unit has been signed.

Approvals

In accordance with the provisions of the Strata Act, 1988 and pursuant to the Notices of Motion included in the "Notice of Meeting", it was unanimously resolved that the Corporation grant consent to an application in writing for the following standard approvals, subject to the unit holder applying, and their successors in title agreeing without any further notice that the costs of and incidental to installation, maintenance, repairs and replacement shall be at all times at the expense of that unit holder from time to time.

Tanks

All unit holders may install a modular rainwater tank on their own unit yard subsidiary providing adequate measures are taken for the discharge of overflow water to the satisfaction of the Corporation.

Skylights

All unit holders may install one skylight to their unit provided it is fitted by a qualified tradesperson.

Heaters

All unit holders may install a space heater in their unit with a flue which protrudes through the roof.

Air-conditioners

All unit holders may install an air-conditioner to the unit (provided it is not mounted on the frontage of the units or impedes any common walkway).

Security Screens

All unit holders may install security screens to the doors provided they conform in colour and design to those installed at Unit 10/to the windows. Security shutters and screens conforming to the satisfaction of the Management Committee of pattern and colours are approved.

Pergolas

All unit holders may erect a pergola/verandah in the unit yard subsidiary subject to local Council approval, that it be erected using first grade materials to a tradesman's standard.

Awnings / Blinds

External awnings / blinds on conforming to the satisfaction of the Management Committee of pattern and colours are approved.

Sheds

All unit holders may erect one garden shed in the unit yard subsidiary provided they are painted or colorbonded to match existing fences.

Carports

It was agreed that the owners of Unit 12 be granted approval to enclose their carport.

TV Antenna

Roof mounted television antenna are not approved.

Landlord responsibilities

It was agreed that each landlord is responsible for attaching a copy of the Corporation's Articles and any Corporation rules to a letting or lease agreement for their unit.

12/07/01

Dog Unit 11

Unit 11 is given permission to keep the boxer cross dog "Barclay" for the duration of its natural life. No other dog must be kept in its place unless the appropriate application has been made and approved.

28/08/07

Air-conditioner – Unit 1

Unit 1 approved to install a split-system air-conditioner upon the unit.

16/09/08

Legal Recoveries

Strata Data is granted approval to seek legal assistance for the recovery of unpaid maintenance contributions or levies which remain unpaid after a period of six weeks from the due date, having first notified the owner of such action. All costs for the recovery to be borne by the relevant unit owner and become a debt against the unit.

Legal Action for Breach of the Articles (Schedule 3) of the Strata Titles Act 1988

Strata Data is granted approval to seek legal assistance to write to the owner of a unit whereby the occupier has clearly breached the Strata Titles Act and caused distress to other residents of the complex. Provided that at least two letters one of which a warning of legal recourse, have been forwarded to the unit owner and or agent concerning the occupants. The cost of all associated legal fees to be borne by the relevant owner and to become a debt against the unit.

15/09/09 Hot Water Unit Installations

Individual unit owners may install gas or electric hot water heaters externally on the condition they don't block access around the building and install solar collectors on the roof on the condition they are not placed on the street front elevation and a qualified person signs off on the roof structure being adequate to support the additional load. All repairs to the building and ongoing maintenance will be that individual unit owners responsibility.

Digital Television Reception (not including Foxtel installation)

Individual unit owners may install external mounted digital TV antennas to receive a digital service on the condition they are not located on the front of the building.

13/07/10 Pergola – Unit 8

The owner of unit 8 has been given approval by special resolution to erect a pergola in the rear subsidiary of that unit and the meeting resolved that this be granted inline with the plan submitted.

14/09/10 Water Tank – Unit 8

Ms Abbie sought approval to install a rain water tank in unit 8 and Mr Tormay produced the resolutions passed at the First General Meeting in 1993 which advised that modular rain water tanks were approved on the property.

06/07/12 Unit 8 – Increase garage height

The owner of Unit 8 be approved to increase the height of the garage to accommodate a motor home with the materials for the extension to be consistent with the existing materials, and a licensed builder carrying out the works subject to council approval.

11/09/12 Interest on overdue levies

That the corporation resolves to apply interest charges to unpaid levies at a rate of 10% per annum.

11/12/12 Special levy

That a special levy in the amount of \$5665.00 be raised inline with Unit Entitlement and be made due 1st February 2013.

17/09/13 Asbestos Survey & Management Plan

That the Corporation engage an appropriately qualified, insured and registered contractor to conduct an asbestos survey of the property and, if asbestos is identified at the property, compile an asbestos management plan and onsite register.

- 10/09/14 Unit 8 Café Blind**
The owner requested approval to install a café blind the same as Unit 1 but clear and this was granted.
- 02/09/15 Corporation's Right to Impose Penalties**
That, under the instruction of the Corporation's Office Bearers, the Body Corporate Manager may impose on any Unit holder a penalty for any ongoing breaches of the Strata Titles Act (as amended) of up to, and inclusive of, \$500.00 for Residential Strata Corporations or, up to and inclusive of, \$2,000.00 for Commercial Strata Corporations (payable to the Strata Corporation). Subject to there being at least two letters, one of which includes a warning of a penalty being imposed, having been forwarded to the unit owner and or agent concerning the occupants.
- 27/04/17 Verandah Approval – Unit 5**
That approval be granted to Unit 5 for the construction of a verandah as per the attached detailed plan with posts and colour to match existing scheme; the verandah be located as per the plans over the sub yard of the Unit; with the works being carried out by a suitably licensed and insured contractor and that all costs associated with the installation, maintenance and repair of the said verandah are borne solely by the owner of Unit 5. That the downpipes shall be arranged to be connected to the existing stormwater drains by the owner. That any damage caused to the common property as a result of the installation/construction of the verandah be rectified by the owner of Unit 5 without delay. That the verandah be installed as per the attached plans and design. That council approval shall be obtained by the owner of Unit 5 at their own costs and responsibility.
- 11/01/2018 Pet Approval - Unit 5**
That the resident of unit 5 be permitted to house a small dog; Lhasa Apso (small breed dog) breed for the term of its natural life. The dog is a 2 year old and desexed dog. That the dog may not remain in the unit during the day time, most days. That in case the dog causes nuisance to other residents, the Corporation reserves the right to remove the dog.
- 26/08/2020 Sinking Fund Analysis Review**
That the Body Corporate reviewed this report and resolved to adopt the "Sinking Fund Forecast" as distributed with the agenda of, and discussed at, this meeting. Works proposed and recommended contribution levels are to be reviewed by the Body Corporate at its Annual General Meetings, every third year.
- 25/06/2021 Pet Approval - Unit 4**
That the resident of unit 4 be permitted to house a pet dog for the term of its natural life. That the dog may not remain in the unit during the day time, most days. That in case the dog causes nuisance to other residents, the Corporation reserves the right to remove the dog.
- 9/11/2021 Pet Approval – Unit 6**

That the resident of Unit 6 be permitted to house two pet dogs for the term of their natural life. That the dogs may not remain in the unit during the day time, most days. That in case the dogs causes nuisance to other residents, the Corporation reserves the right to remove the dogs.

[illegible][illegible]

FIVE SURVEYORS
CATT
DECEMBER 1991

MICROFILMED
9.9.93

Application No. 7563813	STRATA PLAN NUMBER SP 12581
	DEPOSITED 02/09/1993 <i>[Signature]</i> PRO REGISTRAR-GENERAL
	THIS IS SHEET 4 OF 4 SHEETS

SCHEDULE OF UNIT ENTITLEMENTS

UNIT NO.	UNIT ENTITLEMENT	UNIT NO.	UNIT ENTITLEMENT	UNIT NO.	UNIT ENTITLEMENT
1	815				
2	815				
3	875				
4	875				
5	875				
6	880				
7	775				
8	775				
9	880				
10	885				
11	775				
12	775				
AGGREGATE	10000	AGGREGATE		AGGREGATE	
				ROAD OR RESERVE ALLOTMENTS	

MICROFILMED
9.9.93

Residential Strata Insurance
Certificate of Currency



Policy Number: HS0006131916

Certificate Date	14 August, 2024
Insurer(s)	certain underwriters at Lloyd's (100%)
UMR	B123024FLE1451

Important Information

This certificate confirms that from the certificate date noted above, a Policy existed for the sums insured shown.

It is not intended to amend, extend, replace or override the Policy terms and conditions. This certificate is issued as a matter of information only and confers no rights on the certificate holder.

Period of Insurance	15/09/2024 to 15/09/2025 at 4:00pm
Insured	Strata Corporation No. 12581 Inc.
Interested Parties	None
Situation	98 Woodend Road, TROTT PARK, SA, 5158

Cover	
Insured Property	Insured
Building	\$4,500,000
Common Area Contents	\$45,000
Loss of Rent & Temporary Accommodation (total payable)	\$675,000
Floating Floorboards	Selected
Liability to Others	Insured
Limit of Liability	\$20,000,000

Fidelity Guarantee	Insured
Sum Insured	\$100,000

Voluntary Workers	Insured
Death	\$200,000
Total Disablement (per week)	\$2,000

Office Bearers Legal Liability	Insured
Limit of Liability	\$500,000

Machinery Breakdown	Not Insured
---------------------	-------------

Catastrophe Insurance	Not Insured
-----------------------	-------------

Government Audit and Related Covers	Insured
Government Audit Costs	\$25,000
Appeal expenses - common property health & safety breaches	\$100,000
Legal Defence Expenses	\$50,000

Lot Owners Fixtures and Improvements (per lot)	Insured
--	---------

Residential Strata Insurance

Certificate of Currency



Policy Number: HS0006131916

Sum Insured	\$250,000
-------------	-----------

Flood Cover	Insured
--------------------	---------

Flex+ Optional Benefits

Exploratory Costs	Selected
-------------------	----------

Extended Temporary Accommodation & Loss of Rent	Selected
---	----------

Fusion	Selected
--------	----------

Fallen Trees	Selected
--------------	----------

Landscaping	Selected
-------------	----------

Fire extinguishing	Selected
--------------------	----------

Personal Property of Others	Selected
-----------------------------	----------

Removal, storage costs	Selected
------------------------	----------

Temporary Accommodation/Rent/contributions/storage	Selected
--	----------

Emergency accommodation	Selected
-------------------------	----------

Arson reward	Selected
--------------	----------

Electricity, gas, water and similar charges – excess costs	Selected
--	----------

Keys, lock replacement	Selected
------------------------	----------

Court appearance	Selected
------------------	----------



HOME OWNERS WARRANTY (S.A.) PTY. LTD.

Station Place, Hindmarsh, South Australia 5007
P.O. Box 139, Hindmarsh, S.A. 5007
Telephone: (08) 346 3862

A.C.N. 008 266 707

CERTIFICATE NUMBER

CERTIFICATE OF INSURANCE

A policy of insurance which complies with the Division III of Part V of the Builders Licensing Act 1986, has been issued by: **HOME OWNERS WARRANTY (S.A.) PTY. LTD.** (for and on behalf of the INSURERS named in the Policy).

In favour of:

SPEC UNIT

In respect of:

U 1/LOT 2 LEMON ROAD, SHEDDOW PARK

At:

PROMINENT CONSTRUCTIONS PTY. LTD.

To be carried out by:

800/230

Builders Licence Number:

Contract Date:

Dated the

30th day of September 19 92

Signed by

for and behalf of **HOME OWNERS WARRANTY (S.A.) PTY. LTD.**
AGENTS FOR THE INSURERS NAMED IN THE POLICY.

THIS CERTIFICATE OF INSURANCE IS FOR COVER AS BELOW

1. STATUTORY COVER

1. EXTENDED BENEFITS POLICY (\$500 Excess)

2. EXTENDED BENEFITS POLICY (\$1,000 Excess)

Verified by

This certificate is issued subject to any cheque tendered in payment of or in connection with this insurance being honoured upon first presentation.

Client Copy White, Council Copy Yellow, Builders Copy Blue



X