

## 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:

RACHEL JADE MILLER

Address:

---



---

#### 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 7/1B Larkdale Crescent, O'Halloran Hill SA 5158 and being whole of the land in

Certificate of Title Volume 6157 Folio 566 and being whole of Lot 7 on Primary Community Plan 28719 in the

Area named O'Halloran Hill 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:

9 Albert Street, Seacliff Park SA 5049

---

(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~~,

RACHEL JADE MILLER

of

9 Albert Street, Seacliff Park SA 5049

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
<b>1. General</b>		
1.1 Mortgage of land	<p><b>Is this item applicable?</b></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b></p> <p><b>Are there attachments?</b></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): CERTIFICATE OF TITLE - VOLUME 6157 FOLIO 566 Number of mortgage (if registered): 13332595 Name of mortgagee: MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)</p>	<input checked="" type="checkbox"/> YES
1.2 Easement (whether over the land or annexed to the land)	<p><b>Is this item applicable?</b></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b></p> <p><b>Are there attachments?</b></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): PROPERTY INTEREST REPORT (PAGE 13) Description of land subject to easement: PORTION OF THE LAND IN CT-6157/566 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):</p>	<input checked="" type="checkbox"/> NO YES
1.3 Restrictive covenant  <b>Note -</b> Do not omit this item. The item and its heading must be included in the statement even if not applicable.] <b>N/A</b>	<p><b>Is this item applicable?</b></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b></p> <p><b>Are there attachments?</b></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>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?</p>	<input type="checkbox"/> YES/NO YES/NO

Column 1	Column 2	Column 3
1.4 Lease, agreement for lease, tenancy agreement or licence	<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>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <ul style="list-style-type: none"> <li>- LEASE AGREEMENT</li> <li>- LEASE EXTENSION</li> </ul> <p>Names of parties:</p> <p>LANDLORD: RACHEL MILLER</p> <p>TENANTS: ANDREW PHELAN and SANDRA PHELAN</p> <p>Period of lease, agreement for lease etc:</p> <p>From: 26/5/2024</p> <p>To: 26/5/2025</p> <p>Amount of rent or licence fee:</p> <p>\$ 870.00</p> <p>per (period)</p> <p>FORTNIGHT</p> <p>Is the lease, agreement for lease etc in writing?</p> <p>YES</p> <p>If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify-</p> <p>(a) the Act under which the lease or licence was granted:</p> <p>(b) the outstanding amounts due (including any interest or penalty):</p>	<input checked="" type="checkbox"/> NO YES
<p><b>[Note -</b></p> <p><i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>		

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

5.1 section 42 - 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>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>CITY OF ONKAPARINGA COUNCIL SEARCH (SECTION 42)</p> <p>Condition(s) of authorisation:</p> <p>REFER TO SECTION 42 OF THE COUNCIL SEARCH</p>	<input checked="" type="checkbox"/> NO YES
<p><b>[Note -</b></p> <p><i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>		

#### 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)	<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>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Nature of condition(s):</p>	<input type="checkbox"/> YES/NO YES/NO
<p><b>[Note -</b></p> <p><i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>		

#### 7. Emergency Services Funding Act 1998

7.1 section 16 - Notice to pay levy	<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>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>CERTIFICATE OF EMERGENCY SERVICES LEVY</p> <p>Date of notice:</p> <p>19/03/2025</p> <p>Amount of levy payable:</p> <p>\$ 0.00</p>	<input checked="" type="checkbox"/> YES YES
-------------------------------------	--	---

Column 1	Column 2	Column 3
<b>19. Land Tax Act 1936</b>		
19.1 Notice, order or demand for payment of land tax	<i>Is this item applicable?</i>  <i>Will this be discharged or satisfied prior to or at settlement?</i>	<input checked="" type="checkbox"/> YES
	<i>Are there attachments?</i>  <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	YES
CERTIFICATE OF LAND TAX		
	Date of notice, order or demand: 19/03/2025	
	Amount payable (as stated in the notice): \$ 0.00	
<b>21. Local Government Act 1999</b>		
21.1 Notice, order, declaration, charge, claim or demand given or made under the Act	<i>Is this item applicable?</i>  <i>Will this be discharged or satisfied prior to or at settlement?</i>	<input checked="" type="checkbox"/> YES
	<i>Are there attachments?</i>  <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	YES
LOCAL GOVERNMENT RATES SEARCH		
	Date of notice, order etc: 19 March 2025	
	Name of council by which, or person by whom, notice, order etc is given or made: CITY OF ONKAPARINGA	
	Land subject thereto: 7/1B Larkdale Crescent O'HALLORAN HILL SA 5158	
	Volume/Folio : CT-6157/566	
	Lot/Plan No : Community Plan Parcel 7 CP 28719	
	Nature of requirements contained in notice, order etc: PAYMENT OF LOCAL GOVERNMENT RATES	
	Time for carrying out requirements: REFER TO LOCAL GOVERNMENT RATES SEARCH	
	Amount payable (if any): \$ 411.00	

Column 1	Column 2	Column 3
<b>29. Planning, Development and Infrastructure Act 2016</b>		

Column 1	Column 2	Column 3
29.1      Part 5 - Planning and Design Code	<b>Is this item applicable?</b>  <b>Will this be discharged or satisfied prior to or at settlement?</b>	<input checked="" type="checkbox"/> <b>NO</b>
<b>[Note -</b> <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<b>Are there attachments?</b> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> - CITY OF ONKAPARINGA COUNCIL SEARCH (PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016) - PROPERTY INTEREST REPORT (29.)  Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):  Zones General Neighbourhood (GN) 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 (Bushfire - Urban Interface) (Urban Interface) The Hazards (Bushfire - Urban Interface) Overlay seeks to ensure urban neighbourhoods adjoining bushfire risk areas allow access through to bushfire risk areas, are designed to protect life and property from the threat of bushfire and facilitate evacuation to areas safe from bushfire danger. 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. Major Urban Transport Routes The Major Urban Transport Routes Overlay seeks to ensure safe and efficient vehicle movement and access along major urban transport routes. Native Vegetation The Native Vegetation Overlay seeks to protect, retain and restore areas of native vegetation. Prescribed Wells Area The Prescribed Wells Area Overlay seeks to ensure sustainable water use in prescribed wells areas. Regulated and Significant Tree The Regulated and Significant Tree Overlay seeks to mitigate the loss of regulated trees through appropriate development and redevelopment. Stormwater Management The Stormwater Management Overlay seeks to ensure new development incorporates water sensitive urban design techniques to capture and re-use stormwater. Traffic Generating Development The Traffic Generating Development Overlay aims to ensure safe and efficient vehicle movement and access along urban transport routes and major urban transport routes. Urban Tree Canopy The Urban Tree Canopy Overlay seeks to preserve and enhance urban tree canopy through the planting of new trees and retention of existing mature trees where practicable. Is there a State heritage place on the land or is the land situated in a State heritage area?	<b>YES</b>

Column 1	Column 2	Column 3	
	NO Is the land designated as a local heritage place? NO Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? NO Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? YES Note- For further information about the Planning and Design Code visit <a href="http://www.code.plan.sa.gov.au">www.code.plan.sa.gov.au</a>		
29.2	<b>section 127 - Condition (that continues to apply) of a development authorisation</b> <b>[Note -</b> <b>N/A</b> <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<input type="checkbox"/> <b>Is this item applicable?</b> <b>Will this be discharged or satisfied prior to or at settlement?</b> <b>Are there attachments?</b> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>  Date of authorisation:  Name of relevant authority that granted authorisation:  Condition(s) of authorisation:	<input type="checkbox"/> <b>YES/NO</b> <input type="checkbox"/> <b>YES/NO</b>
<b>34. Water Industry Act 2012</b>			
34.1	<b>Notice or order under the Act requiring payment of charges or other amounts or making other requirement</b>  <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> <b>SA WATER CERTIFICATE</b>  Date of notice or order: <b>19/3/2025</b>  Name of person or body who served notice or order: <b>SA WATER</b>  Amount payable (if any) as specified in the notice or order: <b>REFER TO SA WATER CERTIFICATE</b>  Nature of other requirement made (if any) as specified in the notice or order: <b>PAYMENT OF SA WATER RATES AND CHARGES</b>	<input checked="" type="checkbox"/> <b>YES</b> <input type="checkbox"/> <b>YES</b>	

## SCHEDULE – DIVISION 2

### OTHER PARTICULARS

(section 7(1)(b))

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



- 1 Name of community corporation:

COMMUNITY CORPORATION 28719 INC.

Address of community corporation:

100 MAIN SOUTH ROAD, O'HALLORAN HILL

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

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

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

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

ADMIN FUND LEVY \$312.46 QUARTERLY

+

SINKING FUND LEVY \$12.75 QUARTERLY

REFER TO DOCUMENTS SUPPLIED BY THE COMMUNITY CORPORATION FOR FURTHER INFORMATION

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

REFER TO DOCUMENTS SUPPLIED BY THE COMMUNITY CORPORATION FOR FURTHER INFORMATION

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

REFER TO DOCUMENTS SUPPLIED BY THE COMMUNITY CORPORATION FOR FURTHER INFORMATION

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

REFER TO DOCUMENTS SUPPLIED BY THE COMMUNITY CORPORATION FOR FURTHER INFORMATION

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

LOT ENTITLEMENT = 1020

TOTAL OF ALL ENTITLEMENTS = 10000

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

- 4 Documents supplied by the community corporation that are enclosed:

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

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

YES

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

YES

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

YES

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

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

- 
- 6 The following documents are enclosed:

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

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

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

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

Name:

STRATA DATA

Address:

647 PORTRUSH ROAD

GLEN OSMOND SA 5064

Phone: 08 8372 2777

**Note—**

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

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

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

**Governance**

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

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

**Use of your property**

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

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

**Are you buying a debt?**

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

**Expenses**

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

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

**Guarantee**

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

**Contracts**

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

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

**Buying off the plan**

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

**Mixed use developments - voting rights**

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

**Further information**

The Real Estate Institute of South Australia provides an information service for enquiries about real estate transactions, see [www.reisa.com.au](http://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](http://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](http://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-6157/566 \_\_\_\_\_  
- COMMUNITY PLAN 28719 \_\_\_\_\_  
- PROPERTY INTEREST REPORT \_\_\_\_\_  
- LEASE AGREEMENT \_\_\_\_\_  
- LEASE EXTENSION \_\_\_\_\_  
- CITY OF ONKAPARINGA COUNCIL SEARCH \_\_\_\_\_  
- LOCAL GOVERNMENT RATES SEARCH \_\_\_\_\_  
- CERTIFICATE OF EMERGENCY SERVICES LEVY \_\_\_\_\_  
- CERTIFICATE OF LAND TAX \_\_\_\_\_  
- SA WATER CERTIFICATE \_\_\_\_\_  
- DOCUMENTS SUPPLIED BY THE STRATA CORPORATION \_\_\_\_\_  
- 12312451 SCHEME DESCRIPTION \_\_\_\_\_  
- 12312452 BY-LAWS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 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](http://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](http://www.cbs.sa.gov.au)

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



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



## Certificate of Title - Volume 6157 Folio 566

**Parent Title(s)** CT 5556/283

**Creating Dealing(s)** ACT 12312450

**Title Issued** 04/06/2015      **Edition** 3      **Edition Issued** 14/07/2020

### Estate Type

FEE SIMPLE

### Registered Proprietor

RACHEL JADE MILLER  
OF 9 ALBERT STREET SEACLIFF PARK SA 5049

### Description of Land

LOT 7 PRIMARY COMMUNITY PLAN 28719  
IN THE AREA NAMED O'HALLORAN HILL  
HUNDRED OF NOARLUNGA

### Easements

NIL

### Schedule of Dealings

<b>Dealing Number</b>	<b>Description</b>
13332595	MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

### Notations

**Dealings Affecting Title** NIL

**Priority Notices** NIL

### Notations on Plan

<b>Lodgement Date</b>	<b>Dealing Number</b>	<b>Description</b>	<b>Status</b>
17/04/2015	12312451	SCHEME DESCRIPTION	FILED
17/04/2015	12312452	BY-LAWS	FILED

**Registrar-General's Notes** NIL

**Administrative Interests** NIL

PURPOSE:	PRIMARY COMMUNITY	AREA NAME:	O'HALLORAN HILL
MAP REF:	6627/10/C	COUNCIL:	CITY OF ONKAPARINGA
LAST PLAN:	F59891	DEVELOPMENT NO:	145/C091/14/001/41571

AGENT DETAILS:	DONAGHEY SURVEYORS PTY LTD 718 ANZAC HIGHWAY GLENELG SA 5045 PH: 83762886 FAX: 83762886	SURVEYORS CERTIFICATION:	I Lyall Bruce Barnes , a licensed surveyor under the Survey Act 1992, certifies that the infrastructure shown between the points marked > and < on the plan; and in accordance with the Community Titles Act 1996 11th day of May 2015 Lyall Bruce Barnes Licensed Surveyor
AGENT CODE:	FDA9P		
REFERENCE:	F169314		

#### SUBJECT TITLE DETAILS:

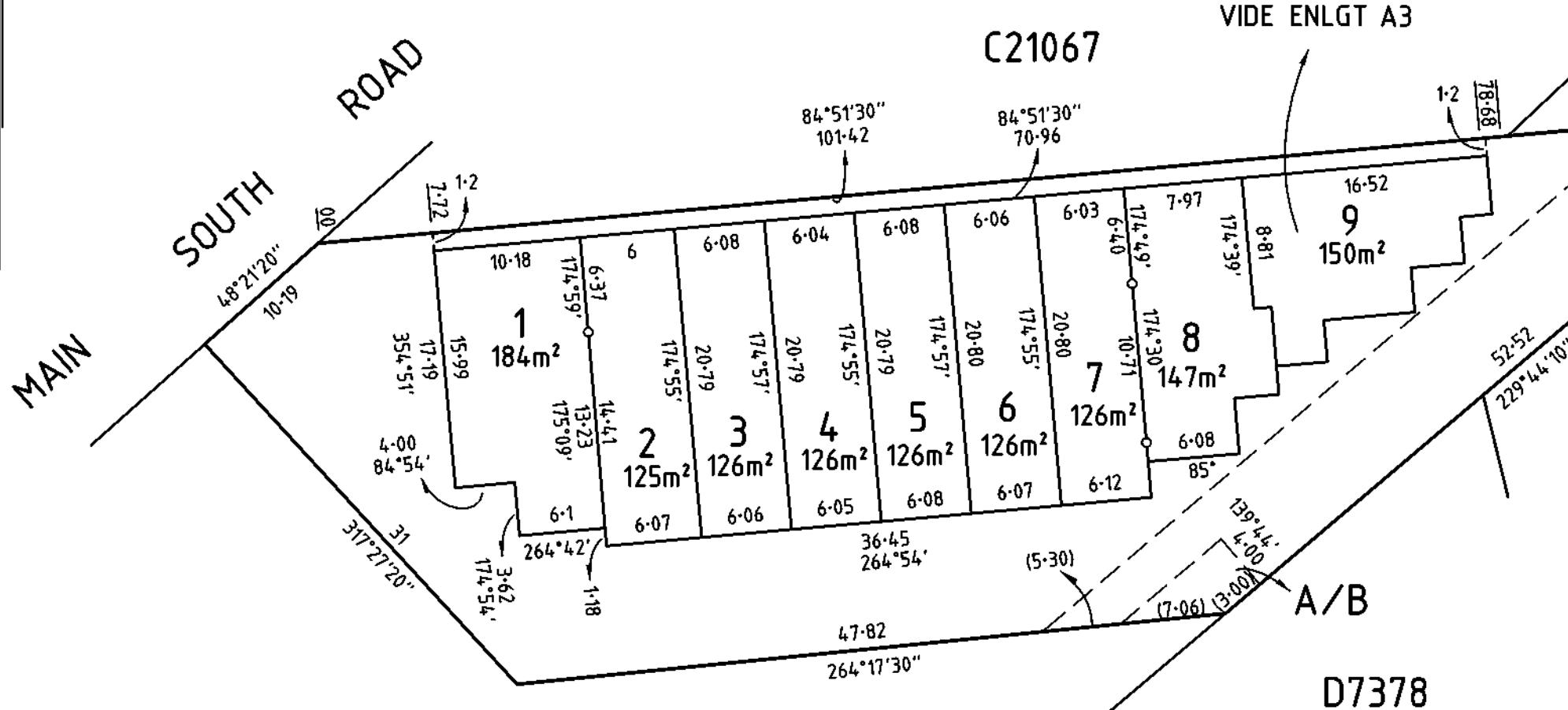
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION
CT	5556	283		ALLOTMENT(S)	100	F	212675	NOARLUNGA

#### OTHER TITLES AFFECTED:

#### EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF
EXISTING	COMMON PROPERTY	LONG	EASEMENT(S)	A		MINISTER FOR
EXISTING	COMMON PROPERTY	LONG	EASEMENT(S)	B		MINISTER FOR

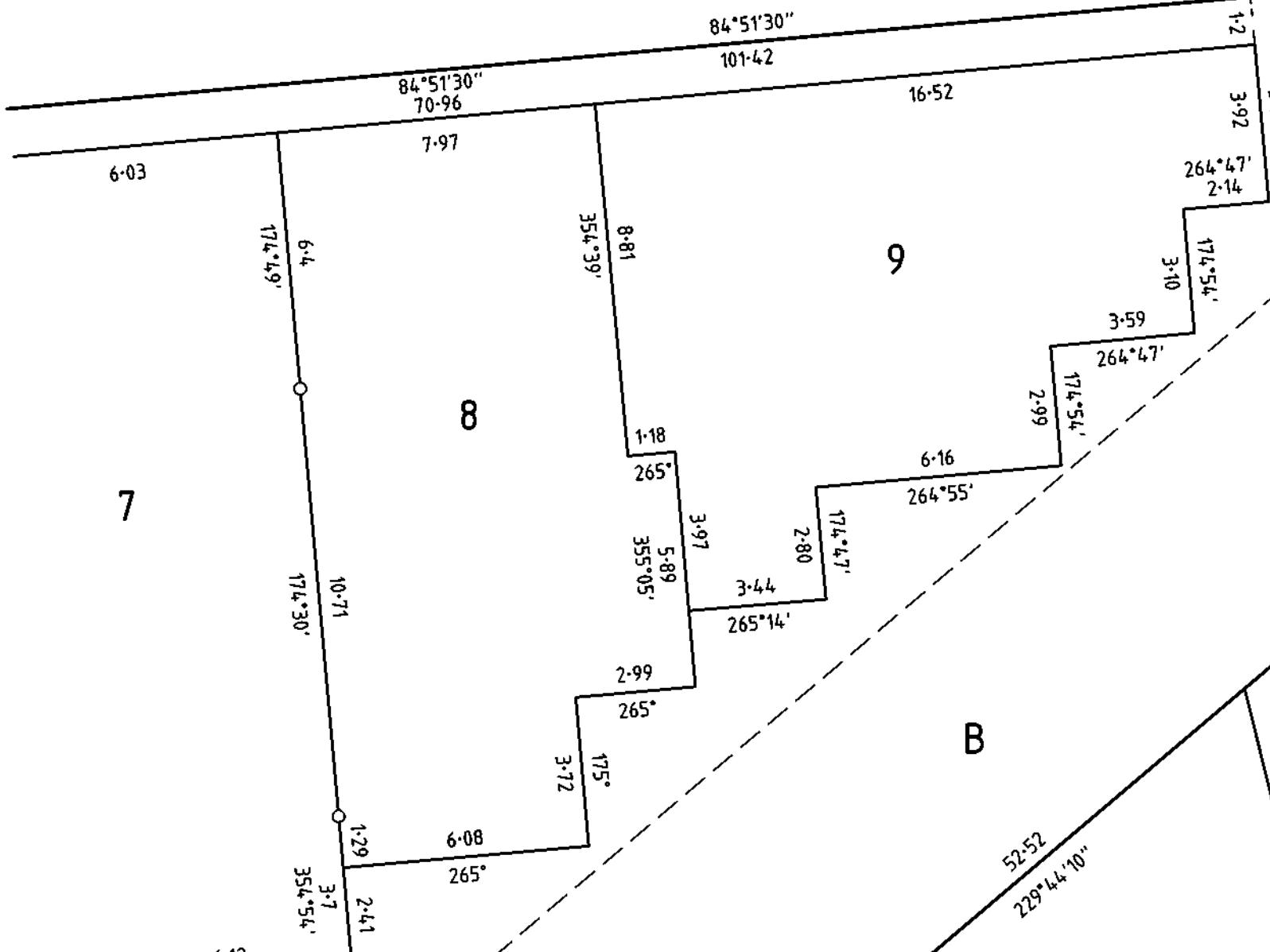
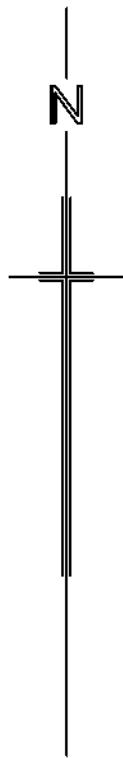
## LOCATION PLAN



ENLARGEMENT A

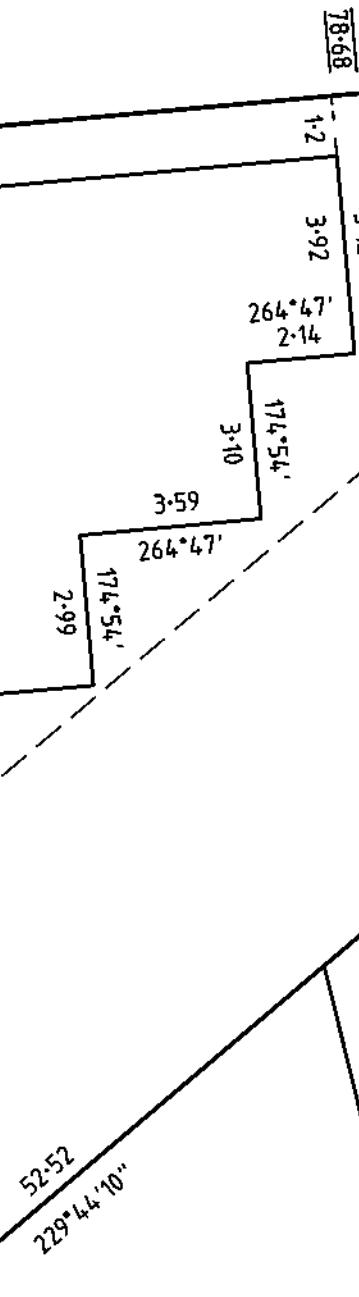
C21067

N



B

18.66



52.52  
229°44'10"

# LOT ENTITLEMENT SHEET

SHEET

ACCEPT

*Paw*

PRO  
REGISTER

DEV. No.

APPLICATION

## SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENTS	SUBDIVIDED
1	1,345	
2	1,065	
3	1,020	
4	1,020	
5	1,020	
6	1,020	
7	1,020	
	1,045	

CERTIFICATE

# Property Interest Report

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

Title Reference	CT 6157/566	Reference No. 2657426
Registered Proprietors	R J*MILLER	Prepared 18/03/2025 16:48
Address of Property	Unit 7, 1B LARKDALE CRESCENT, O'HALLORAN HILL, SA 5158	
Local Govt. Authority	CITY OF ONKAPARINGA	
Local Govt. Address	PO BOX 1 NOARLUNGA CENTRE SA 5168	

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

## Table of Particulars

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

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

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

### 1. General

1.1	Mortgage of land	Refer to the Certificate of Title  <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>
1.2	Easement (whether over the land or annexed to the land)	Refer to the Certificate of Title  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>
1.3	Restrictive covenant	Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance  <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>
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.)	Refer to the Certificate of Title also Contact the vendor for these details  <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>
1.5	Caveat	Refer to the Certificate of Title
1.6	Lien or notice of a lien	Refer to the Certificate of Title
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.	<b>Burial and Cremation Act 2013</b>	
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.	<b>Crown Rates and Taxes Recovery Act 1945</b>	Crown Lands Program in DEW has no record of any notice affecting this title
5.	<b>Development Act 1993 (repealed)</b>	
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  also  Contact the Local Government Authority for other details that might apply
	<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	
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)	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
-----	---	---

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

## 7. Emergency Services Funding Act 1998

7.1	section 16 - Notice to pay levy	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 <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a>
-----	---------------------------------	--

## 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
<b>9. Fences Act 1975</b>		
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
<b>10. Fire and Emergency Services Act 2005</b>		
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
<b>11. Food Act 2001</b>		
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
<b>12. Ground Water (Qualco-Sunlands) Control Act 2000</b>		
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
<b>13. Heritage Places Act 1993</b>		
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
<b>14. Highways Act 1926</b>		
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
<b>15. Housing Improvement Act 1940 (repealed)</b>		
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
<b>16. Housing Improvement Act 2016</b>		

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
<b>17. <i>Land Acquisition Act 1969</i></b>		
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
<b>18. <i>Landscape South Australia Act 2019</i></b>		
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
- 18.19 section 211 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act
- 18.20 section 215 - Orders made by ERD Court
- 18.21 section 219 - Management agreements
- 18.22 section 235 - Additional orders on conviction
- The regional landscape board has no record of any notice affecting this title
- The regional landscape board has no record of any notice affecting this title
- The regional landscape board has no record of any notice affecting this title
- The regional landscape board has no record of any notice affecting this title
- The regional landscape board has no record of any notice affecting this title
- The regional landscape board has no record of any notice affecting this title

## **19. *Land Tax Act 1936***

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

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

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

## **21. *Local Government Act 1999***

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

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

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

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

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

## **24. *Mining Act 1971***

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

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

## **25. *Native Vegetation Act 1991***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 29.1 Part 5 - Planning and Design Code  
*[ Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also
- Code Amendment**
- 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/](https://plan.sa.gov.au/have_your_say/) or contact PlanSA via email (PlanSA@sa.gov.au) or telephone (1800 752 664).
- 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](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](https://plan.sa.gov.au/have_your_say/general_consultations) or phone PlanSA on 1800 752 664.
- Code Amendment**
- City of Onkaparinga Local Heritage - Proposes to update the City of Onkaparinga's local heritage list within the Planning and Design Code. The proposal seeks to expand the application of the Local Heritage Places Overlay over properties adjoining a new local heritage place, and remove the Overlay from affected properties adjacent the proposed delisted local heritage places. 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](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	Contact the Local Government Authority for details relevant to this item

order

also

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

### **30. Plant Health Act 2009**

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

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

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

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

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

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

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

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

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

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

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

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

**36. Other charges**

- |      |  |  |
|------|--|--|
| 36.1 | Charge of any kind affecting the land (not included in another item) | Refer to the Certificate of Title<br>also<br>Contact the vendor for these details<br>also<br>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 *Livestock Act, 1997* 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 (*Dog Fence Act 1946*) The Dog Fence Board has no current interest in Dog Fence rates relating to this title.
9. Pastoral Board (*Pastoral Land Management and Conservation Act 1989*) The Pastoral Board has no current interest in this title
10. Heritage Branch DEW (*Heritage Places Act 1993*) 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](mailto: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: **BARRIE MAGAIN & CO PTY LTD**

Company Representative: **Magain Property Management**

ABN (if applicable): **70-007-787-484**

RLA No: **RLA222182**

Street 1: **765 MARION ROAD**

Street 2: **Ascot Park, SA**

Suburb: **ASCOT PARK**

State: **SA**

Postcode: **5043**

Telephone: **W: 08 8277 1777**

**M: 0408 704 630**

Email: **magain@email.propertyme.com**

Address for service of documents if different to above:

#### 2. LANDLORD 1: Full Name: **RACHEL MILLER\_01**

Address for service of documents for Landlord 1 (cannot be Agent's address for service):

Street 1: **9 Albert St**

Street 2: **Seacliff Park, SA**

Suburb: **Seacliff Park**

State: **SA**

Postcode: **5049**

ABN (if applicable):

#### LANDLORD 2: Full Name:

Address for service of documents for Landlord 2 if different from above (cannot be Agent's address for service):

Street 1:

Street 2:

Suburb:

State:

Postcode:

ABN (if applicable):

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

Street 1:

Street 2:

Suburb:

State:

Postcode:

#### 3. PERSON(S) WITH SUPERIOR TITLE TO LANDLORD (if applicable)

Street 1:

Street 2:

Suburb:

State:

Postcode:

ABN (if applicable):

INITIALS    
 Initials not required if using electronic signature

# Residential Tenancy Agreement: Schedule

**This is a residential tenancy agreement and the parties to the agreement should consider obtaining legal advice about their rights and obligations under the agreement.**

**1. AGENT:** Company Name/Legal Entity: **BARRIE MAGAIN & CO PTY LTD**

Company Representative: **Magain Property Management**

ABN (if applicable): **70-007-787-484**

RLA No: **RLA222182**

Street 1: **765 MARION ROAD**

Street 2: **Ascot Park, SA**

Suburb: **ASCOT PARK**

State: **SA**

Postcode: **5043**

Telephone: **W: 08 8277 1777**

**M: 0408 704 630**

Email: **magain@email.propertyme.com**

The Agent consents to the above email address being used for the purposes of service under the Residential Tenancies Act 1995.

**2. LANDLORD 1:** Full Name: **RACHEL MILLER\_01**

Address for service of documents for Landlord 1 (cannot be Agent's address for service):

Street 1: **9 Albert St**

Street 2: **Seacliff Park, SA**

Suburb: **Seacliff Park**

State: **SA**

Postcode: **5049**

ABN (if applicable):

**LANDLORD 2:** Full Name:

Address for service of documents for Landlord 2 if different from above (cannot be Agent's address for service):

Street 1:

Street 2:

Suburb:

State:

Postcode:

ABN (if applicable):

**3. TENANT(S)**

Tenant 1 Full Name: **ANDREW PHELAN** Telephone Number: **0417807004**

Email address for service of documents: **andrewphelan7@bigpond.com**

Tenant 2 Full Name: **SANDRA PHELAN** Telephone Number:

Email address for service of documents:

Tenant 3 Full Name:  Telephone Number:

Email address for service of documents:

Tenant 4 Full Name:  Telephone Number:

Email address for service of documents:

**4. PREMISES**

Street 1: **7/1B Larkdale Cres**

Street 2:

Suburb: **O'Halloran Hill** State: **SA** Postcode: **5158**

**5. TERM**

Fixed: Commencement Date: **27 / 5 / 2021** End Date: **26 / 5 / 2022**

Periodic: Commencement Date: **/  /** and continues until terminated in accordance with this Agreement

INITIALS

Initials not required if using electronic signature

# Residential Tenancy Agreement: Schedule

**magain**  
real estate

 **REISA**

## 6. RENT

Amount: Words: **EIGHT HUNDRED DOLLARS ONLY** \$ 800.00

Per (period):

Payable in advance:  Weekly  Fortnightly  Calendar monthly

Payments: First Payment of **\$ 800** on **27 / 05 / 2021** with the

next payment of **\$ 800** on **10 / 06 / 2021**

and thereafter: **\$ 800** on the **THURSDAY** of each **FORTNIGHT**

Payment Method:  Internet Transfer    Other **NO CASH PAYMENTS ACCEPTED**

**Note:** Payment of rent will be taken to have been made when it is credited to the bank account. The Tenant must take into consideration any delays in crediting the bank account caused by the method of rent payment.

## 7. BOND

Words: **TWO THOUSAND FOUR HUNDRED DOLLARS ONLY** \$ 2,400.00

## 8. OUTGOINGS (Clause 3.1.3)

- All water usage costs adjusted for the period of tenancy
- All water usage costs in excess of  kL per annum, with such allowance to be adjusted for the period of tenancy
- All water supply charges adjusted for the period of tenancy
- No charge for water
- Other (specify)

**TENANT TO PAY ALL WATER USAGE AND SUPPLY**

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
ELECTRICITY, GAS, TELEPHONE	

## 9. INSURANCE (Clause 3.1.13)

Responsibility for insurance of the premises  Landlord

Responsibility for insurance of contents of the premises (for property other than that of the Landlord)  Tenant

## 10. EXCLUSION OF ANY PART OF PROPERTY

Parts of property not included in this agreement:

## 11. PETS APPROVED

No

Yes - Refer to Pet Agreement

  
INITIALS  
Initials not required if using electronic signature

# Residential Tenancy Agreement: Schedule

**magain**  
real estate

 **REISA**

## 12. REPAIR INSTRUCTIONS

- Always contact Agent  
 Nominated contact

Contact 1:

Name: **AFTER HOURS EMERGENCY**

Telephone: **0423 545 583**

Contact 2:

Name:

Telephone:

## 13. ADDITIONAL CONDITIONS

- N/A       As detailed below       See annexure

Water is charged as detailed in clause 3.1.3 of page 1 of this agreement

No smoking indoors at any time during the tenancy. This includes occupants and visitors of the property.

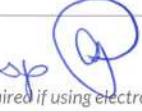
No pets allowed other than what is detailed in Clause 3.2.11 of this agreement.

No other occupants are authorised to reside other than what is detailed in item 10 on page 3 of this agreement

The tenant gives Magain Property Management permission to photograph the property and any area requiring maintenance as part of the periodic inspections.

Magain Property Management warrants not to take photos of any personal effects.

Please see further special conditions annexure of this Lease Agreement in next pages.

INITIALS    
 Initials not required if using electronic signature

# Residential Tenancy Agreement:

## Terms and Conditions

### 1. AGREEMENT

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

### 2. DEFINITIONS AND INTERPRETATION

In this Agreement, unless a contrary intention appears:

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

The singular includes the plural and vice versa and references to natural persons include corporations and vice versa. Where more than one person is a party to this Agreement, the terms and conditions to be performed by them bind each party jointly and severally.

### 3. TENANT'S RIGHTS AND OBLIGATIONS

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

- 3.1.1 pay the Rent to the Agent in full in the manner and at the times specified in Item 6 of the Schedule, unless the Agent has given the Tenant a notice in writing setting out an alternative method;
- 3.1.2 pay the Bond to the Agent;
- 3.1.3 pay all outgoings of the Property to the Agent including gas, electricity, telephone and oil, together with rates and charges for water specified in Item 8 of the Schedule, within fourteen (14) days of receipt of a notice for payment;
- 3.1.4 keep the Property clean and secure, immediately notify the Landlord or the Agent of any damage to the Property and immediately report to the Landlord or the Agent any breakdown or fault in the equipment, electrical, smoke detectors or plumbing services in or on the Property;
- 3.1.5 pay the cost of repair to "the Plumbing" (as defined in clause 3.2.3) when damage to it is as a result of a breach by the Tenant of this Agreement;
- 3.1.6 keep the Property clear of rubbish, place household rubbish in a bin of the type approved by the local council, put the bin out for collection on the day of collection and retrieve it as soon as possible after it has been emptied;
- 3.1.7 regularly mow the lawn, weed and water the garden to at least maintain any garden that is part of the Property to the same standard as applied at the commencement of the Term;
- 3.1.8 keep all drains clear and not intentionally nor negligently do anything that will interfere with the proper operation of any Plumbing or drainage system on the Property;
- 3.1.9 use the Premises solely as a place of residence;
- 3.1.10 pay the cost of any repairs necessary because of damage to the Property as the result of an act or omission of the Tenant or any invitee of the Tenant;
- 3.1.11 return to the Agent's office the completed Inspection Sheet required by the Regulations under the Act within fourteen (14) days of the commencement of the Term, together with details of any disputed item on that Inspection Sheet;
- 3.1.12 where the Property includes a swimming pool or spa:
  - 3.1.12.1 supply and bear the cost of all necessary labour, chemicals and treatments to maintain the present condition of the swimming pool or spa;
  - 3.1.12.2 observe any instructions from the Landlord about the use or maintenance of the swimming pool or spa, including the correct chemical levels;
  - 3.1.12.3 not drain the swimming pool or spa without prior written consent of the Landlord;
  - 3.1.12.4 advise the Landlord or the Agent immediately upon becoming aware of any equipment, including fences or gates, being damaged or malfunctioning or of the condition of the pool or spa deteriorating such that remedial treatment is required;
- 3.1.13 effect and maintain any policy of insurance specified in Item 9 of the Schedule during the Term and, on demand, produce to the Landlord or the Agent a certificate of currency for that insurance;
- 3.1.14 indemnify and keep indemnified the Landlord and the Agent in respect of loss incurred or suffered as a result of any breach of this Agreement by the Tenant or any negligent act arising from the Tenant's use of the Property:
  - 3.1.14.1 this indemnity includes, without limitation, loss due to bodily injury, sickness, or death or loss, destruction or damage to property;
  - 3.1.14.2 this indemnity survives the expiration or termination of this Agreement.

INITIALS

Initials not required if using electronic signature

# Residential Tenancy Agreement:

## Terms and Conditions

**magain**  
real estate

 **REISA**

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

### 4. LANDLORD'S RIGHTS AND OBLIGATIONS

- 4.1 Subject to the Act, the Landlord must:
- 4.1.1 provide the Property in a reasonable state of cleanliness;
  - 4.1.2 provide and maintain the Property in a reasonable state of repair having regard to its age, character and prospective life, however the Landlord will not be regarded as being in breach of the obligation to repair unless the Landlord has been given written notice by the Tenant of the defect requiring repair and the Landlord fails to act with reasonable diligence to have the defect repaired;
  - 4.1.3 provide and maintain such locks and other devices as are necessary to ensure that the Property is reasonably secure;
  - 4.1.4 pay all rates, taxes and charges imposed in respect of the Property other than rates and charges for water that are agreed to be paid by the Tenant and specified in Item 8 of the Schedule;
  - 4.1.5 allow the Tenant to have quiet enjoyment of the Property during the Term.
- 4.2 The Landlord must not:
- 4.2.1 cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Property;
  - 4.2.2 except where the Tenant is in default of this Agreement, alter, remove or add any lock or device of the type referred to in clause 4.1.3 without the Tenant's written or verbal consent.
- 4.3 Subject to the Act, the Landlord may increase the Rent and Bond during the Term, even if this Agreement is for a fixed term. If the Agreement is for a fixed term, any rent increase during the Term must be either by mutual agreement or in accordance with clause 4.4.

INITIALS

Initials not required if using electronic signature

# Residential Tenancy Agreement: Terms and Conditions

**magain**  
real estate

 **REISA**

4.4 By completing this clause, the parties agree that the rent will be increased during the fixed term of the agreement as follows:

4.4.1 the rent will be increased to \$  per  on  /  /  ;  
and to \$  per  on  /  /  ; or

4.4.2 the rent increase can be calculated by the following method (set out details):

## 5. TERMINATION AND HOLDING OVER

The Landlord and Tenant agree:

- 5.1 this Agreement may only be terminated in accordance with the Act;
- 5.2 subject to clause 5.3, the Landlord may terminate this Agreement on seven (7) days notice to the Tenant if the Tenant breaches it in any respect whatsoever;
- 5.3 where the Landlord proposes to give a notice terminating this Agreement for non-payment of rent, the Rent must have been in arrears for at least fourteen (14) days before a notice of termination can be given;
- 5.4 if, with the approval of the Landlord, the Tenant remains in occupation of the Property after the expiration of the Term, this Agreement continues until determined by either party in accordance with the Act;
- 5.5 if the Tenant breaches this Agreement during its Term, and the Landlord re-lets the Property, then the Tenant will pay to the Agent the Landlord's reasonable re-letting costs including advertising, letting fee and any out of pocket expenses, together with the Rent to the date on which the Tenant is released (if applicable) from this Agreement;

## 6. PRIVACY ACT 1988

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

## 7. ELECTRONIC COMMUNICATION

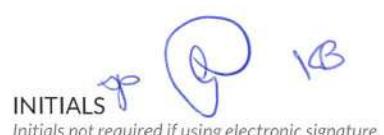
The parties to this agreement each consent to either of them or their representatives signing this agreement or any Notices under the Act by electronic signature pursuant to the *Electronic Communications Act 2000* and delivering this Agreement or any Notices under the Act by email pursuant to the Act and the *Electronic Communications Act 2000*.

## 8. ADDITIONAL CONDITIONS

This Agreement includes such Additional Terms and Conditions as specified in Item 13 of the Schedule.

## 9. GENERAL

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

  
INITIALS  
Initials not required if using electronic signature

# Residential Tenancy Agreement: Execution Page

## EXECUTED AS AN AGREEMENT

The Tenant(s) acknowledge receipt of:

- Section 48 Notice
- A copy of this Agreement
- Information Brochure (Residential Tenancies Act 1995)
- Property Condition Report (2 copies)
- Manufacturers' Manuals - refer Annexure
- Additional fees and charges - refer Annexure
- Additional Conditions Annexure

- Number of Keys
- Number of Remote control devices
- Strata Articles
- Community Title By-laws
- Statutory Notice for Short Term Tenancy
- Other
- Other

Signed by Tenant 1

Tenant Name

ANDREW PHELAN

Date:

Signed by Tenant 2

Tenant Name

SANDRA PHELAN.

Date:

Signed by Tenant 3

Tenant Name

Date:

Signed by Tenant 4

Tenant Name

Date:

Signed by or on behalf of Landlord

Agent as authorised  Landlord

*ACBums*

Date:

*27/5/21*

### Note:

1. REISA recommends that you should not sign any contractual document unless you are satisfied that you understand its terms.
2. Use of this Agreement by a non-member of REISA is a breach of Copyright.

**NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES**

## NOTICE TO TENANT OF LEASE EXTENSION

(DO NOT USE THIS FORM FOR PERIODIC OR SHORT FIXED TERM TENANCIES)

To

Tenant 1: ANDREW PHELAN

Tenant 2: SANDRA PHELAN.

Tenant 3:

Tenant 4:

Tenant 5:

Tenant 6:

Tenant 7:

Tenant 8:

(insert name of tenant(s))

Address of rented premises:

Street 1: 7/1B Larkdale Cres

Street 2:

Suburb: O'halloran Hill

State: SA Postcode: 5158

I give you notice that your current lease expires on 26 / 5 / 2024  
(insert date)

Your current rent is \$ 840.00 per fortnight  
(insert amount) (insert rental period eg fortnight, calendar month)

I wish to offer you an extension of your lease for a further 12 months  weeks  
(Strike out whichever is not appropriate)

The lease extension will expire on 26 / 05 / 2025  
(insert date)

The rent will / ~~will not~~ be increased / ~~will~~ be decreased.  
(Strike out whichever is not applicable)

The new rent will be \$ 870.00 per fortnight  
(insert amount) (insert rental period eg fortnight, calendar month) with the first payment due on 06 / 06 / 2024  
(insert date)

The Terms of your lease are varied as follows and if not varied then remain the same:

N/A

As detailed below

See annexure

[Large empty box for lease terms]

Please sign and return this Notice to your Agent by 29 / 03 / 2024 if you wish to accept.

(insert a date that is more than 28 days before the lease ends)

The Tenants expressly consent to the collection and use of the Personal Information and content in accordance with the REISA privacy policy at [www.reisa.com.au](http://www.reisa.com.au).

### PLEASE NOTE:

- If this form is not returned by the above date, the landlord may give you at least 28 days written notice (Form 2A) to end the fixed term agreement.
- If you wish to vacate at the end of the fixed term you must give your landlord at least 28 days written notice (Form 4B) to end the fixed term agreement.
- If the lease is not extended and at least 28 days written notice is not given by either party the agreement continues as a residential tenancy agreement for a periodic tenancy.

**NOTICE TO TENANT OF LEASE EXTENSION**  
(DO NOT USE THIS FORM FOR PERIODIC OR SHORT FIXED TERM TENANCIES)

Signed by Tenant 1

Tenant Name



Date: 13/03/2024

ANDREW PHELAN

Signed by Tenant 2

Tenant Name



Date: 13/03/2024

SANDRA PHELAN.

Signed by Tenant 3

Tenant Name

Date:



Signed by Tenant 4

Tenant Name

Date:



Signed by Tenant 5

Tenant Name

Date:



Signed by Tenant 6

Tenant Name

Date:



Signed by Tenant 7

Tenant Name

Date:



Signed by Tenant 8

Tenant Name

Date:



Signed by or on behalf of the Landlord

Agent as authorised  Landlord



Date: 14/03/2024

### **IMPORTANT INFORMATION REGARDING SEARCHES**

---

Form 1 Adelaide  
187E Main Rd  
BLACKWOOD SA 5051

#### **Attention Conveyancers**

- **Section 187 certificate update request free of charge (One Update):**
  - Penalties and interest, property charges, payments or dishonoured payments can impact account balances on a daily basis.

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

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

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

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

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

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

Yours sincerely

**City Of Onkaparinga**

Telephone (08) 8384 0666

**Certificate No: S71583/2025**

**Property Information And Particulars**

In response to an enquiry pursuant to Section 7 of the

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

---

**TO:** Form 1 Adelaide  
187E Main Rd  
BLACKWOOD SA 5051

**DETAILS OF PROPERTY REFERRED TO:**

ASSESSMENT NO	:	112509
VALUER GENERAL NO	:	1465832223
VALUATION	:	\$450,000.00
OWNER	:	Miss Rachel Jade Miller
PROPERTY ADDRESS	:	7/1B Larkdale Crescent O'HALLORAN HILL SA 5158
VOLUME/FOLIO	:	CT-6157/566
LOT/PLAN NUMBER	:	Community Plan Parcel 7 CP 28719
WARD	:	04 Pimpala Ward

---

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

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

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

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

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

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

## INFORMATION NOTE

### CHANGES TO PLANNING POLICY AFFECTING LAND IN COUNCIL'S AREA

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

### **Development Act 1993 (repealed)**

#### *Section 42*

Condition (that continues to apply) of a development authorisation

YES

Application Number	145/2693/2013
Description	One two storey residential flat building comprising 8 dwellings with garages and one two storey group dwelling with garage
Decision	Approved
Decision Date	03 June 2014

#### Development Plan Consent Conditions

1. All development shall be completed and maintained in accordance with the plans and arborist report prepared by Arborman Tree Solutions dated 19 December 2013 and other documents submitted with and forming part of the Development Application except where varied by the following condition(s).
2. Tree 2 shall be pruned in accordance with the report prepared by Arborman Tree Solutions dated 19 December 2013.
3. Pier and beam footings shall be used for the construction of dwellings 1 3 in accordance with the recommendations with the report prepared by Arborman Tree Solutions dated 19 December 2013.
4. A stormwater management plan shall be provided and endorsed by Council engineers prior to development approval being granted.
5. The driveway and car parking areas shall be paved or surfaced, drained and marked to accepted engineering standards prior to the occupation of the development and shall be maintained in good condition at all times (noting the requirement for impervious pavers within the root zones of trees 1 and 2 as clarified in the report prepared by Arborman Tree Solutions).
6. The road and driveway crossover between the back of kerb and the boundary shall be shaped to provide a minimum width of 2.0 metres on local roads measured from behind the back of kerb. Verge slope shall be no greater than 2.5 per cent fall towards the road, suitable for pedestrian traffic under the Disability Discrimination Act and in accordance with the current Australian Standard 2890.1.
7. During construction and at all times thereafter, stormwater generated from the development shall be diverted away from all buildings, shall not pond against or near the footings and shall not be discharged onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a council approved stormwater drainage system.
8. The dwellings shall not be occupied until all necessary infrastructure has been provided to the site, including but not limited to a formed and sealed road and water table, water supply and sewerage services, drainage/stormwater disposal and electricity services.
9. The landscaping as detailed in the Site Plan shall be established prior to the occupation of the development with the inclusion of species as follows:
  - a. front yards Leucophyta brownie, Scaevola crassifolia, Dodonaea viscosa and Olearia ramulosa.
  - b. northern rear backyard areas (trees) Banksia marginata, Allocasuarina verticillata, Callitris glaucophylla (shrubs) Leucophyta brownie, Scaevola crassifolia, Olearia ramulosa
  - c. common driveway - Banksia marginata, Allocasuarina verticillata, Callitris glaucophylla
  - d. Semi-mature species shall be planted and maintained in good condition at all times. Any diseased or dying vegetation shall be replaced whenever necessary.
10. The second storey windows pertaining to what has been identified the rear elevations of dwellings 1 8 and the second storey north facing bedroom 1 windows of dwellings 6, 7 and 8, shall be permanently fitted with fixed and obscure glazing to a minimum height of 1700mm above the finished floor level, to the reasonable satisfaction of Council prior to occupation of the development.

11. Tree Protective Fencing shall be established around both the trees to be retained as part of this application in accordance with the recommendations prescribed by Arborman Tree Solutions in their report dated 19 December 2013.
12. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
  - prevent silt run-off from the land to adjoining properties, roads and drains;
  - control dust arising from the construction and other activities, so as not to, in the opinion of Council, be a nuisance to residents or occupiers on adjacent or nearby land;
  - ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site;
  - ensure that all litter and building waste is contained on the subject site in a suitable bin or enclosure; and
  - ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of Council, to the occupiers of adjacent land.

#### Building Rules Consent Conditions

1. The rainwater tanks shall be installed in accordance with the requirements of SA2 of the Building Code of Australia. In addition, the dwelling shall not be occupied until all connections required for the supply of water and the installation of the rainwater tank have been made.
2. Artificial lighting shall not exceed:
  - for a Class 1 building; 5 Watts/m; and
  - verandah, carport or balcony attached to a Class 1 building, 4 Watts/m; and
  - in a Class 10 building, 3 Watts/m,
 in accordance with Part 3.12.5.5 of the Building Code of Australia 2013.

Application Number	145/2679/2017
Description	Pergola
Decision	Approved
Decision Date	14 November 2017

#### Development Plan Consent Conditions

1. All development shall be completed and maintained in accordance with the plan(s) and documents submitted with and forming part of the development application except where varied by the following condition(s).
2. During construction and at all times thereafter, stormwater generated from the development shall be diverted away from all buildings, shall not pond against or near the footings and shall not be discharged or flow onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a council approved stormwater drainage system.
3. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
  - prevent silt run-off from the land to adjoining properties, roads and drains
  - control dust arising from the construction and other activities, so as not to, in the opinion of council, be a nuisance to residents or occupiers on adjacent or nearby land
  - ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site
  - ensure that all litter and building waste is contained on the subject site in a suitable covered bin or enclosure; and
  - ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of council, to the occupiers of adjacent land.

#### Building Rules Consent Conditions

1. The proposed structure shall not be enclosed at any time without the prior consent of Council.
2. All construction must be in accordance with the manufacturers standard approved specifications and all relevant standards.

### Planning Act 1982 (repealed)

Condition (that continues to apply) of a development authorisation

NO

## **Building Act 1971 (repealed)**

Condition (that continues to apply) of a development authorisation

NO

## **Planning and Development Act 1966 (repealed)**

Condition (that continues to apply) of a development authorisation

NO

## **Planning, Development and Infrastructure Act 2016**

*Part 5 – Planning and Design Code*

### **Zones**

General Neighbourhood (GN)

### **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 (Bushfire - Urban Interface) (Urban Interface)**

The Hazards (Bushfire - Urban Interface) Overlay seeks to ensure urban neighbourhoods adjoining bushfire risk areas allow access through to bushfire risk areas, are designed to protect life and property from the threat of bushfire and facilitate evacuation to areas safe from bushfire danger.

#### **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.

#### **Major Urban Transport Routes**

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

#### **Native Vegetation**

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

#### **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 designated State Heritage Place/Area?

NO

Is the land designated as a Local Heritage Place?

NO

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

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

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

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

Open the Online Planning and Design Code to browse the full Code and Part 10 - Significant Trees for more information. <https://code.plan.sa.gov.au/>

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

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

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

*Section 127*

Condition (that continues to apply) of a development authorisation

NO

## **Part 2—Items to be included if land affected**

### **Development Act 1993 (repealed)**

*Section 50(1)*

Requirement to vest land in council to be held as open space

NO

*Section 50(2)*

Agreement to vest land in council to be held as open space

NO

*Section 55*

Order to remove or perform work

NO

*Section 56*

Notice to complete development

NO

*Section 57*

Land management agreement

NO

*Section 69*

Emergency order

NO

*Section 71 (only)*

Fire safety notice

NO

*Section 84*

Enforcement notice

NO

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

Enforcement Order

NO

*Part 11 Division 2*

Proceedings

NO

## **Fire and Emergency Services Act 2005**

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

Notice

NO

*Section 56 (repealed)*

Notice issued

NO

## **Food Act 2001**

*Section 44*

Improvement notice issued against the land

NO

*Section 46*

Prohibition order

NO

## **Housing Improvement Act 1940 (repealed)**

*Section 23*

Declaration that house is undesirable or unfit for human habitation

NO

## **Land Acquisition Act 1969**

*Section 10*

Notice of intention to acquire

NO

## **Local Government Act 1934 (repealed)**

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

NO

## **Local Government Act 1999**

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

NO

Refer to separate attachment for Rates and Charges

## **Local Nuisance and Litter Control Act 2016**

*Section 30*

Nuisance or litter abatement notice issued against the land

NO

## **Planning, Development and Infrastructure Act 2016**

*Section 139*

Notice of proposed work and notice may require access

NO

*Section 140*

Notice requesting access

NO

*Section 141*

Order to remove or perform work

NO

*Section 142*

Notice to complete development

NO

<i>Section 155</i>		NO
Emergency order		
<i>Section 157</i>		NO
Fire safety notice		
<i>Section 192 or 193</i>		NO
Land Management Agreements		
<i>Section 198(1)</i>		NO
Requirement to vest land in a council or the Crown to be held as open space		
<i>Section 198(2)</i>		NO
Agreement to vest land in a council or the Crown to be held as open space		
<i>Part 16 - Division 1</i>		NO
Proceedings		
<i>Section 213</i>		NO
Enforcement notice		
<i>Section 214(6), 214(10) or 222</i>		NO
Enforcement order		

## **Public and Environmental Health Act 1987 (repealed)**

<i>Part 3</i>		NO
Notice		
<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) revoked</i>		
Part 2 – Condition (that continues to apply) of an approval		NO
<i>Public and Environmental Health (Waste Control) Regulations 2010 revoked</i>		NO
Regulation 19 - Maintenance order (that has not been complied with)		NO

## **South Australian Public Health Act 2011**

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

<b>Particulars of building indemnity insurance</b>		NO
Details of Building Indemnity Insurance still in existence for building work on the land		

## **Particulars relating to environment protection**

<i>Further information held by council</i>		
Does the council hold details of any development approvals relating to:		NO
(a) commercial or industrial activity at the land; or		
(b) a change in the use of the land or part of the land (within the meaning of the <i>Development Act 1993</i> ) or the <i>Planning, Development and Infrastructure Act 2016</i> ?		

### **Note –**

The question relates to information that the council for the area in which the land is situated may hold. If the council answers “YES” to the question, it will provide a description of the nature of each development approved in respect of the land. The purchaser may then obtain further details from council (on payment of

any fee fixed by the council). However, it is expected that the ability to supply further details will vary considerably between councils.

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

It should be noted that –

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

## General

### *Easement*

NO

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

Are you aware of any encroachment on the Council easement?

NO

### *Lease, agreement for lease, tenancy agreement or licence*

NO

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

### *Caveat*

NO

## Other

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

NO

### **PLEASE NOTE:**

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

This statement is made the 19 March 2025



Emma Moyle  
Coordinator Development Support  
**AUTHORISED OFFICER**

T: (08) 8384 0666  
E: [mail@onkaparinga.sa.gov.au](mailto:mail@onkaparinga.sa.gov.au)

---

**For your information:**

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

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

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

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

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

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

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

**How to advise us of change of ownership?**

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

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

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

Electronic settlement of funds is still preferred.

## LOCAL GOVERNMENT RATES SEARCH

**TO:** Form 1 Adelaide  
187E Main Rd  
BLACKWOOD SA 5051

19 March 2025

**DETAILS OF PROPERTY REFERRED TO:**

Property ID : 77295  
 Valuer General No : 1465832223  
 Valuation : \$450,000.00  
 Owner : Miss Rachel Jade Miller  
 Property Address : 7/1B Larkdale Crescent O'HALLORAN HILL SA 5158  
 Volume/Folio : CT-6157/566  
 Lot/Plan No : Community Plan Parcel 7 CP 28719  
 Ward : 04 Pimpala Ward

Pursuant to Section 187 of the Local Government Act 1999, I certify that the following amounts are due and payable in respect of and are a charge against the above property.

Rates balance (as of 30 Jun 2024) and/or Block Clearing Charges	\$0.00
Postponed Amount in Arrears (if applicable monthly interest of 0.58750%)	\$0.00
Fines (2%) and interest on arrears charged from previous financial year (monthly interest of 0.75416%)	\$0.00

**Rates for the current 2024-2025 Financial Year applicable from 01 July 2024:**

<b>Total Rates Levied 2024-2025</b>	<b>\$1,642.18</b>
-------------------------------------	-------------------

If the quarterly payments are not received by the due date, a 2% fine will be added to that amount with interest added of 0.7625% on the first working day of each month following, until the total amount overdue is paid.

Less Council Rebate. The Council Rebate ceases on sale and a pro-rata calculation will apply to the date of sale	\$0.00
Less Council Capping Rebate	\$0.00
Fines and interest charged in the current financial year (2% fine when rates first become overdue and 0.7625% interest applied per month thereafter)	\$0.00
Postponed Interest (0.59583% per month on total of postponed rates and interest)	\$0.00
Less paid current financial year	-\$1,231.18
Overpayment	\$0.00
Legal Fees (current)	\$0.00
Legal Fees (arrears)	\$0.00
Refunds, Rates Remitted, Small Balance Adjustments or Rate Capping Rebate	\$0.00
Balance - rates and other monies due and payable	\$411.00
Property Related Debts	\$0.00
<b>BPAY Biller Code: 421503</b>	<b>TOTAL BALANCE</b>
<b>Ref: 1367340772950</b>	<b>\$411.00</b>

**AUTHORISED OFFICER**  
Jessica Dahlitz

This statement is made the 19 March 2025



**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

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:

2657426

FORM ONE ADELAIDE PTY LTD  
POST OFFICE BOX 544  
BLACKWOOD SA 5051

DATE OF ISSUE

19/03/2025

**ENQUIRIES:**

Tel: (08) 8226 3750

Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER	OWNERSHIP NAME			
16777682	R J MILLER			
<b>PROPERTY DESCRIPTION</b>				
1B LARKDALE CR / O'HALLORAN HILL SA 5158				
ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
1465832223	CT 6157/566	\$450,000.00	R4 1.000	RE 0.400
<b>LEVY DETAILS:</b>				
<b>FINANCIAL YEAR</b>				
2024-2025				
<b>FIXED CHARGE</b>				
<b>+ VARIABLE CHARGE</b>				
<b>- REMISSION</b>				
<b>- CONCESSION</b>				
<b>+ ARREARS / - PAYMENTS</b>				
<b>= AMOUNT PAYABLE</b>				
\$ 50.00				
\$ 169.55				
\$ 104.40				
\$ 0.00				
\$ -115.15				
\$ 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

17/06/2025

See overleaf for further information



**Government  
of  
South Australia**

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

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](http://www.revenuesa.sa.gov.au)  
Email: [revsupport@sa.gov.au](mailto: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:

2657426

**DATE OF ISSUE**

19/03/2025

FORM ONE ADELAIDE PTY LTD  
POST OFFICE BOX 544  
BLACKWOOD SA 5051

**ENQUIRIES:**

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

**OWNERSHIP NAME**  
R J MILLER

**FINANCIAL YEAR**  
2024-2025

**PROPERTY DESCRIPTION**

1B LARKEALE CR / O'HALLORAN HILL SA 5158

<b>ASSESSMENT NUMBER</b>	<b>TITLE REF.</b> (A "+" indicates multiple titles)	<b>TAXABLE SITE VALUE</b>	<b>AREA</b>
1465832223	CT 6157/566	\$181,000.00	0.0126 HA

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

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

**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** 17/06/2025



**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](http://www.revenuesa.sa.gov.au)  
Email: [revsupport@sa.gov.au](mailto: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](http://www.revenuesaonline.sa.gov.au)**

RevenueSA  
Locked Bag 555  
ADELAIDE SA 5001

Account Number      L.T.O Reference      Date of issue      Agent No.      Receipt No.  
 14 65832 22 3      CT6157566      19/3/2025      7745      2657426

FORM 1 ADELAIDE PTY LTD  
 PO BOX 544  
 BLACKWOOD SA 5051  
 form1@form1adelaide.com.au

Section 7/Elec

## Certificate of Water and Sewer Charges & Encumbrance Information

### Property details:

Customer: MISS RJ MILLER  
 Location: U7 1B LARKDALE CR O'HALLORAN HILL LT7 C28719  
 Description: 5H DG      Capital      \$ 450 000  
 Value:  
 Rating: Residential

### Periodic charges

Raised in current years to 31/3/2025

		\$	
	Arrears as at: 30/6/2024	: 0.00	
Water main available:	17/4/2015	Water rates	: 235.80
Sewer main available:	17/4/2015	Sewer rates	: 260.85
		Water use	: 147.73
		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	: 644.38CR
		Balance outstanding	: 0.00

Degree of concession: 00.00%

Recovery action taken: FULLY PAID

Next quarterly charges:      Water supply: 78.60      Sewer: 86.95      Bill: 9/4/2025

This Account is billed four times yearly for water use charges.

The last Water Use Year ended on 21/06/2024.

MAINS WATER USE CHARGE of \$45.02 should be added to the Balance Outstanding above.

Please note: If you have also ordered a Special Meter Reading for this property and it comes back as estimated, please ensure you provide a photo of the meter including serial number to have the certificate reissued.



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

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.



**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](http://sawater.com.au)

## South Australian Water Corporation

Name:  
MISS RJ MILLER

Water & Sewer Account  
Acct. No.: 14 65832 22 3

Amount: \_\_\_\_\_

Address:  
U7 1B LARKEALE CR O'HALLORAN HILL  
LT7 C28719

---

### Payment Options

**EFT****EFT Payment**

Bank account name: SA Water Collection Account  
BSB number: 065000  
Bank account number: 10622859  
Payment reference: 1465832223



Biller code: 8888  
Ref: 1465832223

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](http://bpay.com.au)

**Paying online**

Pay online at [www.sawater.com.au/paynow](http://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: 1465832223



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](http://sawater.com.au)



STRATA DATA

**Date:** 19 March 2025

**To:** Form 1 Adelaide

**Email:** [form1@form1adelaide.com.au](mailto:form1@form1adelaide.com.au)

**Property Address:** Unit 7 1B Larkdale Cres O'HALLORAN HILL, SA 5158

Please find enclosed your **\$66.00 Section Search** for the above mentioned property.

The section search is the initial search documentation that is required to be issued as a part of the sale contract and includes the following;

- 2 years of Minutes
- The previously accepted financial report
- Current policies of insurance
- Particulars of any contribution payable including any arrears
- Particulars of any expenditure that the 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
- By-Laws (Community Corporations)

**Payment of updated financial search is recommended prior to settlement to confirm outstanding amounts, Financial Update searches are at a cost of \$27.50 inclusive of GST.**

Please note all searches are emailed to guarantee fast, efficient delivery.

**Important Information:** This property is part of a Community plan, additional approval for pets may be required. This process involves seeking consent from the corporation, which may include a notice period and additional fees. Approval is not guaranteed and is subject to the rules and regulations of the Community plan. Please consult the attached By-Laws and resolutions for approvals currently in place.

Kind Regards,

**Strata Data**

For and on behalf of Community Corporation 28719 Inc.

E: [reception@stratadata.com.au](mailto:reception@stratadata.com.au)

P: 08 8372 2777



# *Tax Invoice*

ABN: 20 080 960 112

## STRATA DATA

Date: 19-Mar-25

Invoice #: SS00001

**Due Date:** 19/3/2025

## Form 1 Adelaide

Paid

Make all cheques payable to Strata Data or use invoice number as reference when paying by EFT.

647 Portrush Rd, Glen Osmond SA 5064. Tel: Office 8372 2777 Fax 8379 0703

# STATEMENT PURSUANT TO SECTION 139 (Community Titles Act 1996)

**REQUESTED BY:**

**Name:** Form 1 Adelaide

**Address:** form1@form1adelaide.com.au

**REGARDING:** **Corporation:** Community Corporation 28719 Inc.

**Unit No. & Address:** Unit 7 1B Larkdale Cres O'HALLORAN HILL

**Owners:** Rachel Jade Miller

## PART 1 : FINANCIAL DETAILS

### 1.1 Lot Entitlement

Lot Entitlement = 1020

Total of all Entitlements = 10000

### 1.2 Maintenance Contributions

Last Levy Paid	Amount	Paid To
Admin Fund Levy	\$312.46	30/06/2025
Sinking Fund Levy	\$12.75	30/06/2025
Current Levy	Amount	Frequency
Admin Fund Levy	\$312.46	Quarterly
Sinking Fund Levy	\$12.75	Quarterly

### 1.3 Arrears

Levies	Due as at 19/03/2025	Charged but due after 19/03/2025
Amount Due	\$0.00	\$0.00
** (NB: Interest accrues daily at 10 % per annum)		

Advance Payments

\$0.00



Biller Code: 96503

Ref: 23201195700002871977

### 1.4 Lot Expenditure by the Strata Corporation

- (a) Incurred by the Corporation to which the unit holder must or is likely to be required to contribute :  
Refer minutes of meetings
- (b) Resolved by the Corporation to incur, to which the unit holder must or is likely to be required to contribute :  
Refer minutes of meetings

### 1.5 Assets and Liabilities of the Corporation

- (a) Fund Name : STRATA DATA CLIENTS TRUST ACCOUNT
- (b) Held at : Macquarie Trust Account (BCSA)
- (c) Sum standing to the credit of fund: \$16,975.77 comprising Admin: \$8,665.83 and Sinking: \$8,309.94
- (d) Amount committed to expenses : Refer to minutes of meetings is incurred for : Refer to minutes of meetings
- (e) Amount earmarked for future expenses : Refer to minutes of meetings for the purpose of : Refer to minutes of meetings
- (f) Particulars of other assets. All those defined as common property upon the land :  
Refer to minutes of meetings

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

**Water Payment Method:** Individual Owners pay

## PART 2 : INSURANCE

**Insurer : CHU**

Type of Cover	Sum Insured	Policy Number	Expiry Date
Common Property	\$320,000.00	CAH0001871	01/11/2025
Public Liability	\$20,000,000.00	CAH0001871	01/11/2025
Voluntary workers	\$200,000.00	CAH0001871	01/11/2025
Fidelity Guarantee	\$100,000.00	CAH0001871	01/11/2025
Government Audit Costs	\$25,000.00	CAH0001871	01/11/2025
Office Bearers	\$250,000.00	CAH0001871	01/11/2025

**Notes**

## PART 3 : DOCUMENTS SUPPLIED

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

## PART 4 : DOCUMENT INSPECTION

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

**Statement Dated 19/03/2025**

**Signed for and on behalf of Community Corporation 28719 Inc.**



**Amberly Kearsley**

**BODY CORPORATE MANAGER**

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

The Community Titles Act requires that :

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

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

## STRATA DATA

**ABN 20 080 960 112**

647 PORTRUSH ROAD  
GLEN OSMOND SA 5064  
Phone: 8372 2777  
Email: [reception@stratadata.com.au](mailto:reception@stratadata.com.au)

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

## **UNIT OWNER UPDATE**

**(to be filled in only for new owners)**

**Community Corporation 28719 Inc.  
Unit 7 1B Larkdale Cres O'HALLORAN HILL**

SETTLEMENT DATE / / 20

UNIT OWNERS NAME \_\_\_\_\_

**UNIT OWNERS ADDRESS**

---

**DATE & PLACE OF BIRTH**

---

(COMPANY TITLES ONLY)

---

CONTACT DETAILS [HOME](#)

## WORK

---

MOBILE

— EMAIL

#### **CORRESPONDENCE TO OWNER / AGENT**

ACCOUNTS TO OWNER / AGENT (please circle)

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

## RENTAL MANAGER/AGENTS

(if applicable)

## ADDRESS

**CONTACT PERSON**

## CONTACT DETAILS

---

MOBILE

---

## WORK

— EMAIL

---

CONTACT DETAILS

---

## WORK

CONVEYANCER ACTING ON BEHALF OF VENDOR

CONVEYANCER ACTING ON BEHALF OF PURCHASER

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

number, on the form provided.  
Thank you for your assistance in keeping our records up-to-date.

## Minutes of the Annual General Meeting

Corporation      *Community Corporation 28719 Inc.*  
Address            *100 Main South Road, O'Halloran Hill*  
Meeting Date      **10th of October, 2023 commencing at 6:00 PM**  
Location           **647 Portrush Road Glen Osmond, South Australia 5064**

---

### **Present in Person**

Lot: 3   Darren Schleyer, Mrs Samantha Schleyer  
Lot: 9   Jacob Von Appen & Mengshu Lin

### **Apologies**

Nil

### **Present by Proxy**

Nil

### **In attendance**

Charlene Gradisar representing Strata Data

### **Quorum**

The Body Corporate Manager advised that the Corporation had currently one un-financial lots with the payments due 1/10/2023 not having been paid. Section 84(14) of the Community Titles Act advised that a vote cannot be exercised in relation to a lot unless all amounts payable to the corporation in respect of that lot have been paid and section 83(4) determines that only financial lots are to be regarded in the establishment of a quorum.

The Body Corporate Manager declared that a quorum was not in attendance and the meeting was adjourned at 6:30 pm. General discussion took place until 7:08 pm.

## Minutes of the Adjourned Annual General Meeting

Corporation *Community Corporation 28719 Inc.*  
Address *100 Main South Road, O'Halloran Hill*  
Meeting Date **23<sup>rd</sup> of October, 2023 commencing at 3:00 PM**  
Location **647 Portrush Road Glen Osmond, South Australia 5064**

---

### **Present in Person**

Lot: 8 Maree Congdon

### **Apologies**

Nil

### **Present by Proxy**

Nil

### **In attendance**

Charlene Gradirar representing Strata Data

### **Quorum**

The Body Corporate Manager advised that the Corporation had currently one un-financial lots with the payments due 1/10/2023 not having been paid. Section 84(14) of the Community Titles Act advised that a vote cannot be exercised in relation to a lot unless all amounts payable to the corporation in respect of that lot have been paid and section 83(4) determines that only financial lots are to be regarded in the establishment of a quorum.

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

### **Meeting Note**

*It was requested that Strata Data send a second SMS reminder to owners on the day of a general meeting if it appears that a quorum will not be present.*

### **Chairperson**

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

### **Confirmation of Minutes**

It was resolved "that the minutes of the previous General Meeting, held on 18<sup>th</sup> October 2022 be accepted as a true and correct record of that meeting." *Carried Unanimously*

### **Financial Report**

It was resolved "that the statement of income and expenditure for the period Saturday 27 August 2022 to Saturday 26 August 2023 was reviewed, received and accepted as an accurate record of the corporation's current financial standing." *Carried Unanimously*

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

### **Post Meeting Note**

Strata Data advises that the issue(s) with the common lighting were as follows:

December 2022 – inspect faulty lighting, reset lighting timer to original settings

June 2023 – reset lighting timer to come on at 6pm and turn off at 6am (lights were on during daylight and not at night)

### **Review of Sums Insured**

#### **General Advice Warning**

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

For a copy of the FSG, policy wordings and Honan important notices you can refer to our website:

<https://www.stratadata.com.au/insurance/product-disclosure-statements/>

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

Strata Data tabled a quotation from Honan Insurance Brokers detailing insurance premiums from two separate insurers, inclusive of the current insurer. The current insurer also included a suggested Insurance increase of 10% as well as the cost of the policy should the Corporation choose to increase the sum insured by 10%.

The Body Corporate resolved to have an insurance valuation and instructed Strata Data to endorse the insurance policy at the valued amount or the existing level of sum insured, whichever is greater.

It was resolved "that the sums insured be:

Common Area Insurance	\$As per Valuation
Public Liability Insurance	\$20,000,000.00
Office Bearers Liability	\$250,000.00
Catastrophe Insurance	Not Currently Selected
Fidelity Guarantee	\$100,000.00
Flood Cover	Refer Current Certificate of Currency
Excess	Refer Current Certificate of Currency
Renewal Date for these sums is	01/11/2023
Last Valuation Date	N/A

#### **Flood Cover**

The policy currently includes flood cover.

Strata Data was appointed to place this insurance with CHU through Honan Insurance Group on behalf of the Corporation." *Carried Unanimously*

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

## **Contents and Landlords Insurance**

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

If you are in a Strata or Community Strata property and require a contents or landlord insurance policy you can obtain a quote or take cover with CHU by visiting our website <https://www.stratadata.com.au/insurance/> or call the Strata Data insurance team on (08) 8372 2777 for guidance.

## **Use of Contractors**

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

### *Preferred Contractors*

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

### *Non-Preferred Contractors (Approved)*

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

### *Non Approved Contractors*

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

## **Maintenance Requirements**

### **Grounds Maintenance – Review of Current Schedule**

The members present agreed to continue to contract Maintenance Matters to attend to grounds maintenance on a monthly basis.

### **Stormwater Preventative Maintenance (Hydrojet Clean)**

The members present advised that this was not needed, and any issues could be addressed on an as needs basis. It was noted that there is a large gum tree at the entrance on the council verge, which may pose problems in future, and the Corporation may need to arrange CCTV at some stage to assess any root invasion. It was noted that the tree is likely to be a significant tree and would need council approval to have removed.

### **Sewer Preventative Maintenance (Hydrojet Clean)**

The members present advised that this was not needed, and any issues could be addressed on an as needs basis.

### **Driveway – Lot 3**

The members noted that the driveway near Lot 3 was lifting, however, this has been addressed and no further action is required.

### **Garage Roof Leak – Lot 8**

Strata Data was advised that the owners of Lot 8 have a garage roof leak, which they wanted to pursue with Distinctive Homes if possible. It was noted that owners only have up to five years to commence proceedings against a builder if there is defective work, so if this issue was raised in that timeframe, the owners have the right to seek rectification with Distinctive Homes. Unfortunately, if the issue was not raised in that timeframe, it will be an owner's responsibility.

## **Tank in Yard of Lot 8**

Strata Data was advised that the tank for Lot 9 was placed in the yard of Lot 8 when the units were built. The owner of Lot 8 would like the tank moved into the yard of Lot 9 and is happy to assist with this. It was therefore requested that Strata Data contact the owner of Lot 9 and provide the contact details for the owner of Lot 8 so that the movement of the tank can be arranged.

## **Other Relevant Business**

### **Maintenance Condition and Safety Report**

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

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

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

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

### **Meeting Note**

*The members present noted that the mulch to some front yards has broken down so that it is shallower than the driveway, and therefore these need topping up so that they are level and not a tripping hazard. Owners are requested to check their front yard and take action if necessary. Further, it was noted that some of the palm trees are overgrown and need to be pruned back so that they do not overhang other units or common property.*

### **Management of Parking (Laneway Access Blocked)**

#### **- Possible solution line marking or bollards**

Strata Data confirmed that this matter had been discussed in 2022, as there was concern around parked cars blocking the laneway, where the bins are brought in and out, and where emergency access is necessary. It was noted that line marking or bollards may be a solution to prevent residents and visitors from parking here. A discussion took place and it was agreed that this is a safety issue as the rear gate should always be clear, and that with tenants parking in the visitor's car parking spaces, visitors are then parking across the laneway. It was therefore resolved "that Strata Data obtain two quotations for the painting of yellow lines to depict a no parking area outside of the letterboxes and for a sign to be installed. That Mrs Samantha Schleyer be the point of contact for contractors. That once in hand, the quotations be forwarded to the Presiding Officer for further instruction." *Carried Unanimously*

### **Issue with Cats**

Strata Data was advised that there are cats wandering around the Corporation and in other owner's yards, which is becoming a nuisance. It was noted that previously the cats have come from Lot 2, but it is not known at this time who these cats belong to. It was also noted that it appears that one of the unit gates at the rear has been altered to allow pets to come and go of their own freewill. A discussion took place and it was agreed that Strata Data is to send a reminder to all owners and residents about the keeping of pets; they must be approved, and once approved, they must not be a nuisance to others – otherwise the Corporation has the right to request that the animal(s) be removed. Further, Mrs Samantha Schleyer will check the alteration to the gate and advise Strata Data, with photos if possible, of the change made. Strata Data is to take appropriate action if the gate has been altered without Corporation approval.

### **Resident Engagement**

Strata Data believes that a sense of engagement amongst residents is important in building community. Therefore should you wish to organise a working bee, sausage sizzle or order pizzas etc. for a “Get to Know Your Neighbours” event, the costs can be re-imbursed by the Corporation. Simply forward to your Body Corporate Manager receipts approved by the Committee or an Office Bearer as applicable. The cost of the event can be funded from existing funds or by adding a specific line item in the budget.

### **Approvals, Alterations & Additions**

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

### **Level of Maintenance Fund Contributions**

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

The Body Corporate Manager tabled a budget with a total annual contribution of \$12,262.00. This Budget was approved:

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

Administration Fund	\$11,762.00
Sinking Fund	\$500.00
Total Contribution	\$12,262.00

This contribution is payable quarterly and divided by entitlement on 1<sup>st</sup> January 2024.

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

***All owners are reminded that levies are due 1<sup>st</sup> January, 1<sup>st</sup> April, 1<sup>st</sup> July & 1<sup>st</sup> October.***

### **Election of Officers**

It was resolved “that Samantha Schleyer be appointed to the positions of Presiding Officer, Secretary and Treasurer for the forthcoming year. That the Presiding Officer be delegated authority to make decisions (that require ordinary resolutions only) on behalf of the Corporation, and be the main contact point between Strata Data and the corporation. That a Committee comprising of the Office Bearers is appointed.” *Carried Unanimously*

### **Appointment of Body Corporate Manager**

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

The agreed management fee for the coming year is \$2,364.00 including GST.

## Next Annual General Meeting

The next Annual General Meeting will be held on Tuesday 15<sup>th</sup> October 2024 at 6:00 pm via Zoom.

## Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 3:36 pm.



**STRATA DATA PORTAL** | ACCESS YOUR INFORMATION 24/7

For access to your Corporations information 24/7 visit the Client Portal where you can:

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

**How can I access the Portal?**

➤ If you have already registered for portal access, please visit [portal.stratadata.com.au](http://portal.stratadata.com.au).

➤ If you have not received an invite, please email [portal@stratadata.com.au](mailto:portal@stratadata.com.au) to request an invitation.

## Minutes of the Annual General Meeting

Corporation *Community Corporation 28719 Inc.*  
Address *100 Main South Road, O'Halloran Hill*  
Meeting Date **15th of October, 2024 commencing at 6:00 PM**  
Location **647 Portrush Road Glen Osmond, South Australia 5064**

---

### **Present in Person**

Lot/Unit: 2 Natasha Linn  
Lot/Unit: 3 Darren Schleyer, Mrs Samantha Schleyer  
Lot/Unit: 5 Bradley Edwards  
Lot/Unit: 8 Robert Campbell & Maree Congdon  
Lot/Unit: 9 Jacob Von Appen

### **Apologies**

Nil

### **Present by Proxy**

Lot/Unit: 1 Lee Mullane, Clayton Moore by Proxy to Strata Data

### **In attendance**

Charlene Gradirar representing Strata Data  
Crystal Edwards accompanying Bradley Edwards

### **Quorum**

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

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 6:07 pm.

### **Chairperson**

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

### **Confirmation of Minutes**

It was resolved "that the minutes of the previous General Meeting, held on 23<sup>rd</sup> October 2023 be accepted as a true and correct record of that meeting." *Carried Unanimously*

### **Financial Report**

It was resolved "that the statement of income and expenditure for the period Sunday 27 August 2023 to Monday 26 August 2024 was reviewed, received and accepted as an accurate record of the corporation's current financial standing." *Carried Unanimously*

## **Public Officer**

**What are the responsibilities of the public officer?** A public officer is the Company's representative to the Australian Tax Office and is responsible for the Company's obligations under the Income Tax Assessment Act 1936. They must be able to establish their identity and be available when contacted by the ATO regarding the company's tax obligations.

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

## **Review of Sums Insured**

### **General Advice Warning**

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

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

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

Strata Data tabled a quotation from Honan Insurance Brokers detailing insurance premiums the current insurer, including a suggested Insurance increase of 10% as well as the cost of the policy should the Corporation choose to increase the sum insured by 10%.

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

It was resolved "that the sums insured be:

Common Area Insurance	\$320,000.00
Public Liability Insurance	\$20,000,000.00
Office Bearers Liability	\$250,000.00
Catastrophe Insurance	Not Selected
Fidelity Guarantee	\$100,000.00
Machinery Breakdown	Not Selected
Renewal Date for these sums is	01/11/2024
Last Valuation Date	None on File
Excess	\$300.00
Excess (Legal Defence)	\$1,000.00

*Excess may be subject to change at next renewal.*

## **Flood Cover**

The policy currently includes flood cover.

Strata Data was appointed to place this insurance with CHU through Honan Insurance Group on behalf of the Corporation." *Carried Unanimously*

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

## **Contents and Landlords Insurance**

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

If you are in a Strata or Community Strata property and require a contents or landlord insurance policy you can obtain a quote or take cover with CHU by visiting our website <https://www.stratadata.com.au/insurance/> or call the Strata Data insurance team on (08) 8372 2777 for guidance.

## **Use of Contractors**

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

### *Preferred Contractors*

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

### *Non-Preferred Contractors (Approved)*

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

### *Non Approved Contractors*

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

## **Maintenance Requirements**

### **Grounds Maintenance - Review of Current Schedule & Addition of Plants/Mulch**

Bradley Edwards offered to provide a quote to the Corporation for consideration, as he has a business that can assist with grounds maintenance and would most likely be cheaper than Maintenance Matters. It was therefore resolved "that Strata Data provide a copy of the scope of works from Maintenance Matters to Bradley Edwards. That Bradley Edwards issue a quotation for the same scope of works to Strata Data. That once in hand, the quotation be forwarded to the Presiding Officer for further instruction." *Carried Unanimously*

## **Portal Access**

It was requested that Strata Data liaise with the owners of Lot 5 to assist them to access the client portal.

## **Stormwater Preventative Maintenance (Hydrojet Clean)**

The members present advised that this was not needed, and any issues could be addressed on an as needs basis.

## **Sewer Preventative Maintenance (Hydrojet Clean)**

The members present advised that this was not needed, and any issues could be addressed on an as needs basis.

## **Other Relevant Business**

### **Sinking Fund Analysis Review**

The members present reviewed the Sinking Fund Analysis report prepared by Independent Inspections in line with legislation and it was noted the sinking fund balance and plan of works was not aligned with the report.

## **Maintenance Condition and Safety Report**

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

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

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

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

## **Proposed Idea for Carpark (common area next to Lot 1)**

Strata Data advised that Bradley Edwards had put forward a proposal that the common area next to Lot 1 be utilised by all residents, by turning it into an overflow/extra carpark with one space allocated per Lot. Bradley and Crystal Edwards advised that they had obtained quotes already for concrete, which had come back more expensive than they expected, however had been advised to consider compacted rubble which would likely be much cheaper. A discussion took place and it was agreed that this was a good idea as it would assist with the lack of parking and increase the value of the properties. It was noted that the utility meters in this location would need to remain there and be protected from damage should works proceed. It was further noted that whilst signs could be posted to indicate which parking space belonged to which Lot, and a Resolution could be made to formalise and manage this, any official changes to the Plans and By-Laws would need to be made by Unanimous Resolution at a general meeting and then lodged at the Lands Titles Office. It was agreed that official changes could be considered at a later date if the works proceed. Accordingly, it was resolved "that Bradley and Crystal Edwards obtain formal quotations for the compacted rubble and signs to be installed to the common area next to Lot 1 for the purpose of carparking. That once in hand, the quotations be forwarded to all owners together with payment options. That owners be given a timeframe to respond with their preferred quotation and payment option. That works and payment to proceed as per the majority vote. That should a majority vote not be achieved; the final decision is to be made by the Presiding Officer." *Carried Unanimously*

## **Resident Engagement**

Strata Data believes that a sense of engagement amongst residents is important in building community. Therefore should you wish to organise a working bee, sausage sizzle or order pizzas etc. for a "Get to Know Your Neighbours" event, the costs can be re-imbursed by the Corporation. Simply forward to your Body Corporate Manager receipts approved by the Committee or an Office Bearer as applicable. The cost of the event can be funded from existing funds or by adding a specific line item in the budget.

## **Approvals, Alterations & Additions**

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

## **Hard Rubbish on Kerb**

The members discussed hard rubbish that had been left on the kerbs, with residents receiving a notice from Council about dismantling the couch. A discussion took place and it was noted that the rubbish was from a vacated tenant of the neighbouring units and that Crystal Edwards would notify Council when they arrange their own hard rubbish shortly.

## **Level of Maintenance Fund Contributions**

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

The Body Corporate Manager tabled a budget with a total annual contribution of \$13,215.00. This Budget was not approved:

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

Administration Fund	\$12,253.00
Sinking Fund	\$500.00
Total Contribution	\$12,753.00

This contribution is payable quarterly and divided by entitlement on 1<sup>st</sup> January 2025.

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

***All owners are reminded that levies are due 1<sup>st</sup> January, 1<sup>st</sup> April, 1<sup>st</sup> July & 1<sup>st</sup> October.***

## **Meeting Note**

The members present all agreed that the Body Corporate must consider either increasing funds paid into the Sinking Fund or the transfer of any surplus funds from the Administration Fund to the Sinking Fund to save towards any future capital expenses, as outlined in the Sinking Fund Analysis, at the 2025 Annual General Meeting. Accordingly, it was agreed that this matter be added to the 2025 AGM agenda to be discussed together with the budget.

## **Election of Officers**

It was resolved “that Samantha Schleyer be appointed to the positions of Presiding Officer, Secretary and Treasurer for the forthcoming year. That the Presiding Officer be delegated authority to make decisions (that require ordinary resolutions only) on behalf of the Corporation, and be the main contact point between Strata Data and the corporation. That a Committee comprising of the Office Bearers is appointed.” *Carried Unanimously*

## **Appointment of Body Corporate Manager**

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

The Management Agreement will be available via the Client Portal following signing of the agreement. The agreed management fee for the coming year is \$2,482.00 including GST.

## **Next Annual General Meeting**

The next Annual General Meeting will be held on Tuesday 14<sup>th</sup> October 2025 at 6:00 pm via Zoom.

## **Closure**

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 7:05 pm.

A photograph of a white Apple iMac computer displaying the Strata Data Client Portal. The screen shows a dashboard with various tabs and sections. To the left of the computer is a tall, slender blue vase containing several yellow daffodil flowers.

**STRATA DATA PORTAL** | ACCESS YOUR INFORMATION 24/7

For access to your Corporations information 24/7 visit the Client Portal where you can:

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

How can I access the Portal?

➤ If you have already registered for portal access, please visit [portal.stratadata.com.au](http://portal.stratadata.com.au).

➤ If you have not received an invite, please email [portal@stratadata.com.au](mailto:portal@stratadata.com.au) to request an invitation.



# Summary Financial Statement

Community Corporation 28719 Inc.  
Address: 100 Main South Road O'Halloran Hill, South Australia 5158  
ABN: 83550014249

Version: 03.10.01

Date Printed 01/09/2023

Page 1

STRATA DATA

## INCOME & EXPENDITURE STATEMENT BETWEEN 27/08/2022 AND 26/08/2023

	ADMIN	SINKING	TOTAL
<b>INCOME</b>			
Admin Fund Levy	\$7,636.10	-	\$7,636.10
Interest on Overdue Levies	\$5.16	-	\$5.16
Interest Received	\$180.55	-	\$180.55
Sinking Fund Levy	-	\$1,183.56	\$1,183.56
<b>TOTAL INCOME</b>	<b>\$7,821.81</b>	<b>\$1,183.56</b>	<b>\$9,005.37</b>
<b>OUTGOINGS</b>			
Audit	\$157.50	-	\$157.50
Bank Charges	\$18.57	-	\$18.57
Body Corporate Management	\$2,184.66	-	\$2,184.66
Disbursements	\$598.82	-	\$598.82
Electrical Works	\$439.13	-	\$439.13
Electricity	\$451.55	-	\$451.55
Gate Repairs & Maintenance	\$125.66	-	\$125.66
Grounds Maintenance	\$3,553.96	-	\$3,553.96
Insurance Premium	\$1,236.54	-	\$1,236.54
Meeting Fees	\$369.00	-	\$369.00
Public Officer	\$125.00	-	\$125.00
Tax Return	\$189.00	-	\$189.00
WHS Compliance	\$118.00	-	\$118.00
<b>TOTAL OUTGOINGS</b>	<b>\$9,567.39</b>		<b>\$9,567.39</b>

## SUMMARY

OPENING BALANCE AS AT 27/08/2022	\$3,056.72	\$6,105.59	\$9,162.31
TOTAL INCOME	\$7,821.81	\$1,183.56	\$9,005.37
TOTAL OUTGOINGS	\$9,567.39	\$0.00	\$9,567.39
<b>CLOSING BALANCE AS AT 26/08/2023</b>	<b>\$1,311.14</b>	<b>\$7,289.15</b>	<b>\$8,600.29</b>
NET SURPLUS	(\$1,745.58)	\$1,183.56	(\$562.02)



# Summary Financial Statement

Community Corporation 28719 Inc.  
Address: 100 Main South Road O'Halloran Hill, South Australia 5158  
ABN: 83550014249

Version: 03.10.01

Date Printed 27/08/2024

Page 1

STRATA DATA

## INCOME & EXPENDITURE STATEMENT BETWEEN 27/08/2023 AND 26/08/2024

	ADMIN	SINKING	TOTAL
<b>INCOME</b>			
Admin Fund Levy	\$10,985.02	-	\$10,985.02
Interest Received	\$290.88	-	\$290.88
Sinking Fund Levy	-	\$702.91	\$702.91
<b>TOTAL INCOME</b>	<b>\$11,275.90</b>	<b>\$702.91</b>	<b>\$11,978.81</b>
<b>OUTGOINGS</b>			
Arrange & Order Common Seal	\$99.00	-	\$99.00
Audit	\$172.00	-	\$172.00
Body Corporate Management	\$2,361.01	-	\$2,361.01
Disbursements	\$652.66	-	\$652.66
Electrical Works	\$373.24	-	\$373.24
Electricity	\$392.13	-	\$392.13
Grounds Maintenance	\$3,724.76	-	\$3,724.76
Insurance Premium	\$1,798.70	-	\$1,798.70
Insurance Valuation	\$330.00	-	\$330.00
Meeting Fees	\$405.00	-	\$405.00
Public Officer	\$130.00	-	\$130.00
Tax Return	\$206.00	-	\$206.00
WHS Compliance	\$129.00	-	\$129.00
<b>TOTAL OUTGOINGS</b>	<b>\$10,773.50</b>		<b>\$10,773.50</b>

## SUMMARY

OPENING BALANCE AS AT 27/08/2023	\$1,311.14	\$7,289.15	\$8,600.29
<b>TOTAL INCOME</b>	<b>\$11,275.90</b>	<b>\$702.91</b>	<b>\$11,978.81</b>
<b>TOTAL OUTGOINGS</b>	<b>\$10,773.50</b>	<b>\$0.00</b>	<b>\$10,773.50</b>
<b>CLOSING BALANCE AS AT 26/08/2024</b>	<b>\$1,813.54</b>	<b>\$7,992.06</b>	<b>\$9,805.60</b>
<b>NET SURPLUS</b>	<b>\$502.40</b>	<b>\$702.91</b>	<b>\$1,205.31</b>

PURPOSE:	PRIMARY COMMUNITY	AREA NAME:	O'HALLORAN HILL	APPROVED:	 <b>C28719</b> SHEET 1 OF 3 46062_text_01_v04_Version_4
MAP REF:	6627/10/C	COUNCIL:	CITY OF ONKAPARINGA	JOHN BOJCUK 11/05/2015	
LAST PLAN:	F59891	DEVELOPMENT NO:	145/C091/14/001/41571	DEPOSITED: PAUL GRAHAM 13/05/2015	

AGENT DETAILS:	DONAGHEY SURVEYORS PTY LTD 718 ANZAC HIGHWAY GLENELG SA 5045 PH: 83762886 FAX: 83762886	SURVEYORS CERTIFICATION:	I Lyall Bruce Barnes , a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996 11th day of May 2015 Lyall Bruce Barnes Licensed Surveyor
AGENT CODE:	FDA9P		
REFERENCE:	F169314		

SUBJECT TITLE DETAILS:										
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	5556	283		ALLOTMENT(S)	100	F	212675	NOARLUNGA		
OTHER TITLES AFFECTED:										

EASEMENT DETAILS:									
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE		IN FAVOUR OF	CREATION	
EXISTING	COMMON PROPERTY	LONG	EASEMENT(S)	A			MINISTER FOR INFRASTRUCTURE	T3387145	
EXISTING	COMMON PROPERTY	LONG	EASEMENT(S)	B			MINISTER FOR INFRASTRUCTURE	T4452195	

ANNOTATIONS: NO INFRASTRUCTURE WAS PRESENT AT TIME OF SURVEY 27/6/2014									
--	--	--	--	--	--	--	--	--	--

C28719

SHEET 2 OF 3

46062\_pland\_1\_V02\_Version\_4

BEARING DATUM: MGA 94 ZONE 54  
DERIVATION: PSM 6627/11091 - 6627/7510  
TOTAL AREA: 2426m<sup>2</sup>

TOTAL AREA: 2426m<sup>2</sup>

Survey plan for property C21067, located between Main Road and South Road. The plan shows the property boundaries, dimensions, and areas. Key features include:

- Property Lines:** South Road, Main Road, and a boundary line to the east.
- Dimensions:** South Road width is 10-19'. The property line to the east is 21-20' (12-17').
- Areas:** The property is divided into several plots, labeled 1 through 9. Plot 1 has an area of 184m<sup>2</sup>. Plot 2 has an area of 125m<sup>2</sup>. Plot 3 has an area of 126m<sup>2</sup>. Plot 4 has an area of 126m<sup>2</sup>. Plot 5 has an area of 126m<sup>2</sup>. Plot 6 has an area of 126m<sup>2</sup>. Plot 7 has an area of 126m<sup>2</sup>. Plot 8 has an area of 147m<sup>2</sup>. Plot 9 has an area of 150m<sup>2</sup>.
- Coordinates:** Coordinates for the property corners are provided, such as 84°51'30" 101-42 and 84°51'30" 70-96.
- Neighboring Properties:** Properties F2241 and D7378 are shown to the east.
- Other Labels:** Larkdale, B, A/B, and S14475 are present on the plan.

DONAGHEY SURVEYORS PTY LTD  
718 Anzac Highway  
Glenelg SA 5045  
Ph: 8376 2886 Fax: 8376 2886  
REF: F169314

A scale bar at the top of the map, labeled 'SCALE METRES'. It features a horizontal line with tick marks and numerical labels: 0, 8, 16, 24, 32, and 40. The word 'METRES' is written vertically to the right of the scale.



# LOT ENTITLEMENT SHEET

28719

COMMUNITY PLAN NUMBER

**C 28719**

SHEET 1 OF 1

ACCEPTED 13/5/2015

  
Paul Blyden

PRO  
REGISTRAR - GENERAL

DEV. No. 145 | C091 | 14

APPLICATION 12312450

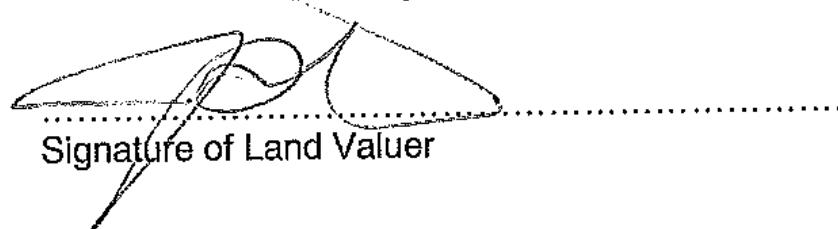
## SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENTS	SUBDIVIDED
1	1,345	
2	1,065	
3	1,020	
4	1,020	
5	1,020	
6	1,020	
7	1,020	
8	1,245	
9	1,245	
AGGREGATE	10,000	

## CERTIFICATE OF LAND VALUER

I JEREMY DUNCAN CARTER being a land valuer within the meaning of the Land Valuers Act 1994 certify that the schedule is correct for the purposes of the Community Titles Act 1996.

Dated the 26th day of March, 2015

  
Signature of Land Valuer



# Sinking Fund Forecast

CC 28719 Inc



Scheme Number: CC 28719

COMPILED BY Peter Greenham

On October 10 2018

15 Years Starting at : Aug 27 2018

Reference Number V14: 88119

# FORECAST REPORT CONTENTS

INTRODUCTION .....	2
LOCATION OF PROPERTY.....	2
PROPOSED LEVIES .....	2
METHODOLOGY .....	3
ANNUAL BALANCE FORECAST, EXPENDITURE AND CONTRIBUTIONS	4
FORECAST OF SINKING FUND COSTS,INCOME AND BANK BALANCE	5
YEARLY TABLE OF EXPENDITURE .....	6
FORECAST EXPENDITURE BY BUILDING AREA.....	9
REPORT NOTES .....	15

## INTRODUCTION

In accordance with your instructions we have carried out an inspection of the property in order to determine a Forecast to assist the managers and owners in setting the appropriate fees to cover the building maintenance costs.

## LOCATION OF PROPERTY

100 Main South Road, Ohalloran Hill, SA, 5158

## PROPOSED LEVIES

We have estimated that the proposed levies in this report will be adequate to meet projected costs, not traditionally in the administration fund.

We recommend that the forecast be regularly updated to ensure that an accurate assessment of the building and facilities management and to incorporate into the forecast any major changes brought about by legislation, or pricing.

The Sinking Fund Levy per entitlement per annum already set is :	\$111.11
Number of Lot/Unit Entitlements:	9
Opening Balance	\$1,680
The Proposed Sinking Fund levy per entitlement per annum is :	\$111.11

## METHODOLOGY

We have adopted a forecast period of this report for 15 Years. However, the items that have an effective life beyond the forecast period are taken into consideration in the calculation of the yearly estimated Sinking Fund Levy, as well as those items less than 15 Years. Sinking Fund Items that are identified in the report have been given a materially effective life at the time of inspection, that relates to its current condition compared to being replaced or painted. We also suggest that the committee review the forecast on an annual basis to take into account changes to the configuration of the building as the building ages.

The levy income has been determined by forecasting the expected expenditure to maintain the building and the effective life and making an allowance for those items that do not have a set lifespan. The levy income is initially adjusted to smooth the effects of major cost fluctuations given the initial fund balance and income depending on the financial position of the building. Levy income is then generally increased at a rate of 3% per annum over the remaining years of the forecast.

Interest receivable on the Sinking Fund Account has been allowed for in the calculation of funds available at a rate of 2.5%. The Interest receivable amount has been determined by using a net rate of 2.5% on the fund balance at the end of the preceding financial year and makes an allowance for charges that may arise. Where the rate is set to 0% it is not anticipated that sufficient interest will be accrued in the forecast period.

Replacement costs have been calculated by the current cost for each item to a standard, the same or better than the original at the time of inspection. These forecast costs are increased each year at a rate of 3% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate.

The effective life for each item identified is based on its materially effective life at the time of inspection, therefore no consideration has been made for the economic life of plant, equipment, finishes or upgrades.

This report assumes that all plant and equipment will be maintained under comprehensive maintenance agreements. Expenditure incurred for maintenance agreements is taken to be covered within the Administrative Fund Budget.

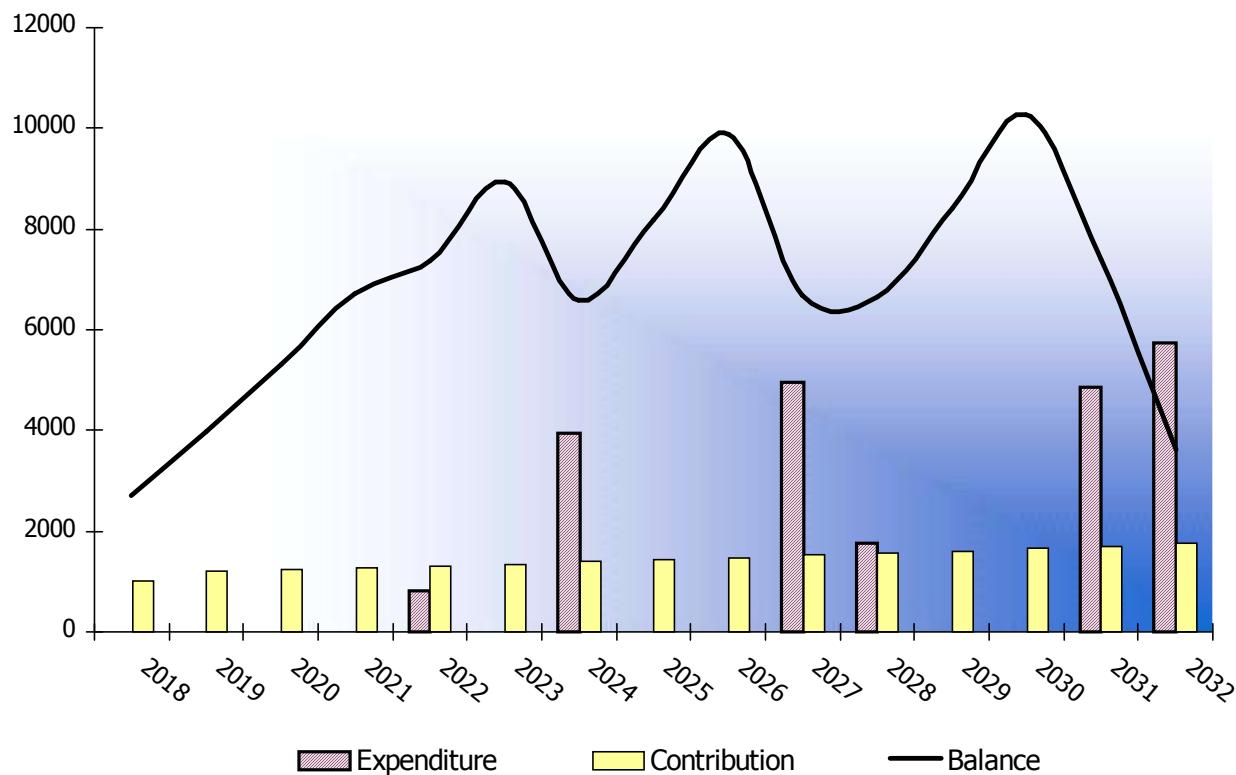
GST has been incorporated to the financials

## CC 28719 Inc

## ANNUAL BALANCE FORECAST, EXPENDITURE AND CONTRIBUTION

Year		Costs	Income		Annual Fund Balance		Per Entitlement Levy
Life Years	Financial Year Starting	Estimated Expenditure ( Inc GST )	Contribution Total P.A. incl 3.00% Inflation	Bank Interest at 2.50%	Opening Balance (Beginning of Year)	Closing Balance (End of Year)	
1	Aug 18	\$0	\$1,000	42	\$1,680	\$2,722	\$111.11
2	Aug 19	\$0	\$1,200	68	\$2,722	\$3,990	\$133.33
3	Aug 20	\$0	\$1,236	100	\$3,990	\$5,326	\$137.33
4	Aug 21	\$0	\$1,273	133	\$5,326	\$6,732	\$141.44
5	Aug 22	\$826	\$1,311	168	\$6,732	\$7,385	\$145.67
6	Aug 23	\$0	\$1,350	185	\$7,385	\$8,920	\$150.00
7	Aug 24	\$3,945	\$1,390	223	\$8,920	\$6,588	\$154.44
8	Aug 25	\$0	\$1,432	165	\$6,588	\$8,185	\$159.11
9	Aug 26	\$0	\$1,475	205	\$8,185	\$9,865	\$163.89
10	Aug 27	\$4,949	\$1,519	247	\$9,865	\$6,682	\$168.78
11	Aug 28	\$1,776	\$1,565	167	\$6,682	\$6,638	\$173.89
12	Aug 29	\$0	\$1,612	166	\$6,638	\$8,416	\$179.11
13	Aug 2030	\$0	\$1,660	210	\$8,416	\$10,286	\$184.44
14	Aug 2031	\$4,852	\$1,710	257	\$10,286	\$7,401	\$190.00
15	Aug 2032	\$5,738	\$1,761	185	\$7,401	\$3,609	\$195.67

**CC 28719 Inc**  
**FORECAST OF COSTS, INCOME AND BANK BALANCE**



The Expected Costs (Expenditure) are a summary of the Yearly Expenses expected in the Forecast Year.

The Income represents the Proposed Levies (Contributions) for Each Financial Year.  
 The Closing Bank Balance is at the end of the Year, After Costs have been taken Out.

## CC 28719 Inc

## YEARLY PROJECTED FORECAST SUMMARY

Year Starting	<b>August 2022</b>	Expense
---------------	--------------------	---------

**FIXTURES/FITTINGS**

- Maintain Lighting	\$826
Total Forecast Expenditure for year commencing: August 2022	<b>\$826</b>

Year Starting	<b>August 2024</b>	Expense
---------------	--------------------	---------

**DRIVEWAY /CAR PARK & PAVING**

- Maintain Concrete Driveways	\$1,315
<b>FENCING</b>	

- Maintain colorbond fencing - over 20 years	\$1,169
<b>FIXTURES/FITTINGS</b>	

- Maintain Switchboard / Electrical	\$1,461
Total Forecast Expenditure for year commencing: August 2024	<b>\$3,945</b>

Year Starting	<b>August 2027</b>	Expense
---------------	--------------------	---------

**FENCING**

- Maintain Underground Pipework	\$3,991
<b>FIXTURES/FITTINGS</b>	

- Maintain Lighting	\$958
Total Forecast Expenditure for year commencing: August 2027	<b>\$4,949</b>

Year Starting      **August 2028**      Expense

**FIXTURES/FITTINGS**

- Maintain/Repair Mail Boxes	\$1,776
Total Forecast Expenditure for year commencing:	<b>\$1,776</b>

Year Starting      **August 2031**      Expense

**DRIVEWAY /CAR PARK & PAVING**

- Maintain Concrete Driveways	\$1,617
-------------------------------	---------

**FENCING**

- Maintain colorbond fencing - over 20 years	\$1,438
--	---------

**FIXTURES/FITTINGS**

- Maintain Switchboard / Electrical	\$1,797
-------------------------------------	---------

Total Forecast Expenditure for year commencing:	<b>\$4,852</b>
---	----------------

Year Starting      **August 2032**      Expense

**FENCING**

- Maintain Underground Pipework	\$4,627
---------------------------------	---------

**FIXTURES/FITTINGS**

- Maintain Lighting	\$1,111
---------------------	---------

Total Forecast Expenditure for year commencing:	<b>\$5,738</b>
---	----------------

Item	Cost **	Replace In	Remain Life/Int Years	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
	(Ex GST)																	
<b>DRIVEWAY /CAR PARK &amp; PAVING</b>																		
- Maintain Concrete Driveways	\$900	2024	7							1315						1617		
<b>FENCING</b>																		
- Maintain colorbond fencing - over 20 years	\$800	2024	7							1169						1438		
- Maintain Underground Pipework	\$2,500	2027	5										3991				4627	
<b>FIXTURES/FITTINGS</b>																		
- Maintain Switchboard / Electrical	\$1,000	2024	7							1461						1797		
- Maintain/Repair Mail Boxes	\$1,080	2028	11										1776					
- Maintain Lighting	\$600	2022	5					826					958				1111	
	<b>\$6,880</b>							826		3945			4949	1776		4852	5738	

## REPORT NOTES -

The replacement costs included in the report are for budgeting purposes and have been obtained from a number of sources including building cost information guides, painting contractors, plant and equipment suppliers, manufacturers and installers and working knowledge of each buildings configuration at the time of inspection.

Every effort has been made to accurately estimate the costs of the items identified in this report, however if there items were put to tender, it would be expected that the quotations would vary and it is recommended that quotations are sourced as in advance of any anticipated sinking fund maintenance costs as possible.

The estimated life of each item is made at the time of the site inspection and the life cycles of each of the items having regard to where the building is located, as buildings in a salt environment tend to have a lesser life cycle and a higher maintenance requirement.

This sinking fund is not a building condition survey. We recommend that a periodic survey be carried out by qualified building contractors to assess the building condition, if required. The inspection of the common property of the scheme is a visual inspection only limited to those areas of the common property that are fully accessible and visible to the inspector from floor or ground level at the time of inspection.

COMPILED BY: Peter Greenham

Peter Greenham's Qualifications include:

Associate Diploma (Laboratory Operations), Diploma (Civil Engineering),  
Diploma (Quality Management), Diploma (Business), Diploma (Training and Assessment), Diploma (Laboratory Technology), Lead Environmental Auditor, National Association of Testing Authorities Technical Assessor for Construction Materials. Member of the Australian Organisation for Quality.

### READILY ACCESSIBLE AREA INSPECTED

The inspection covered the Readily Accessible Areas of the property including:  
Building Interior, Building Exterior, Roof Exterior, Driveway Areas, The grounds including, landscaping, retaining walls, fences within the property boundaries.

The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection of the property.

### Other Comments

## **GENERAL CONDITIONS OF ENGAGEMENT**

### **1 CONSULTANT'S RESPONSIBILITIES AND OBLIGATIONS**

1.2 Independent Inspections Pty Ltd ("Consultant") will:

- (a) perform the services ("Services") which it has agreed to perform for its client ("Client") including any variations with due care, skill and diligence;
- (b) comply with the requirements of all legislation, statutory instruments, codes and mandatory standards applicable to the performance of the Services; and
- (c) perform the Services in a timely manner or within an agreed program for the commencement and completion of the Services to the extent that it is within the Consultant's reasonable control to do so

### **2 PAYMENT**

2.1 The Client will pay to the Consultant the agreed fee for the performance of the Services plus related disbursements. If no fee or basis for calculating the fee has been agreed, then the Consultant is entitled to be paid a reasonable fee taking into consideration the Consultant's Schedule of Hourly Rates, By Category, For Fees on a Time Basis, current at the time the Services are performed, a copy of which shall be provided by the Consultant to the Client upon request.

2.2 Tax invoices issued by the Consultant for payment for the Services performed must be paid by the Client within 14 days of receipt, unless otherwise agreed.

2.3 If the Consultant's fees exclude any goods and services tax or the like tax ("GST"), the Client shall also pay to the Consultant the GST applicable to those fees.

2.4 Late payment of fees shall constitute a default and the client shall be a default interest on overdue amounts from the date of payment at a rate of 10% of the amount due each 7 days overdue.

### **3 VARIATIONS/DOCUMENTS**

3.1 The Consultant shall be entitled to be paid a reasonable fee or compensation (including related costs, expenses, loss or damage) for any change required or performed to the Services, unless it is due to a default of the Consultant, as well as a reasonable extension of time to complete the Services as a consequence of the change

### **4 CLIENT'S RESPONSIBILITIES AND OBLIGATIONS**

4.1 The Client agrees prior to placing the order that they have read and agreed to the conditions of engagement and by the placement of the order by phone, fax or email is liable for charges incurred.

4.2 The Client will provide the Consultant with all relevant information and documents relating to the Client's requirements;

4.3 promptly and satisfactorily answer all reasonable enquiries and furnish information requested by the Consultant;

4.4 take all reasonable steps to avoid doing or omitting anything which may delay the Consultant in performing the Services;

4.5 bear the costs of all fees and charges in connection with the performance of the Services including those associated with complying with statutory and regulatory requirements such as permit or approval fees; and

4.6 discharge its obligations reasonably and in good faith.

4.7 An instruction by the Client to vary anything in drawings, specifications or other documents issued previously by the Consultant and complying with this Agreement or where amendments to such documents become necessary or desirable because of circumstances beyond the reasonable control of the Consultant, such instructions or amendments shall be considered to be a change to the Services.

4.8 The Client accepts the risk of using drawings, specifications, reports or any other documents issued by the Consultant in electronic form without requesting and checking them for accuracy against an original hard copy version.

### **5 DELAY AND EXTENSION OF TIME**

5.1 The Consultant will be entitled to a reasonable extension of time for the performance of the Services if the Consultant is delayed in performing the Services by an act, omission or event beyond the reasonable control of the Consultant.

5.2 If the Consultant is delayed in performing the Services by the Client or its contractors or agents, the Client will pay to the Consultant such costs, expenses, loss or damage incurred by the Consultant or for which the Consultant is liable due to the delay

### **6 TERMINATION AND SUSPENSION OF SERVICES**

6.1 Where either party commits a breach of this Agreement, the other party may give the defaulting party written notice specifying the breach and the period for its rectification, which shall not be less than 14 days from the date of service of the notice. If the defaulting party fails to rectify the breach within the period specified in the notice, the other party may, without further notice, suspend or terminate this Agreement.

6.2 Either party may suspend or terminate this Agreement by written notice to the other party:

(a) Where a party, in the reasonable opinion of the other party suffers or may potentially suffer an adverse or potentially adverse alteration in its financial capacity to function as a solvent business or entity

(b) In the event of any occurrence or threat made by anyone in that is connected with Terrorism or War and in connection with this Agreement.

## 7 LIABILITY

7.1 The Consultant accepts responsibility for the performance or non-performance of the Services to the extent provided in this Agreement.

7.2 Consultant shall have no liability to the Client for or in connection with any indirect, economic, special or consequential loss or damage including without limitation; loss of actual or anticipated profit or revenue, business interruption or shutdown, loss of production, delay costs, loss of opportunity, income or rent, financing and holding costs in connection with the Services.

7.3 Notwithstanding any other provision of this Agreement,

(a) to the extent permissible by law, the Consultant will only be liable to the Client whether under contract, in tort, under statute or otherwise for any loss, damage or injury to the extent and in the proportion to which such loss, damage or injury is caused by the fault of the Consultant; and

(b) unless the Consultant's liability is limited under subclause 7.4, the Consultant's aggregate liability to the Client arising out of the performance or nonperformance of the Services, whether under the law of contract, tort (including negligence), statute or otherwise, shall be limited to the extent permissible by law to the fee payable to the Consultant under this Agreement (excluding GST and reimbursable expenses) or \$100,000, whichever is the lesser

7.4 This subclause 7.4 only applies if the law governing this Agreement is that of an Australian State or Territory and/or the Commonwealth of Australia. The liability of the Consultant for breach of any term, condition or warranty under or implied by the Trade Practices Act 1974 ("Act") shall be limited, at the option of the Consultant, and to the extent permitted by the Act, to:

(i) the supplying of the Services again; or

(ii) the payment of the cost of having the Services supplied again.

7.5 Any liability which the Consultant may have in connection with the Services, whether under the law of contract, tort (including negligence), statute or otherwise, shall be deemed to have been discharged at the expiration of 2 years from the completion of the Services and the Client is thereafter barred from commencing any action or making any claims against the Consultant in connection with the Services, unless legal proceedings are issued and the associated formal documentation served upon the Consultant within that period

## 8 ASBESTOS, MOULD TERRORISM

8.1 Notwithstanding anything else in this Agreement or any document or representations made by anyone and to the extent permitted by law, the Consultant shall not be liable or held responsible whether under the law of contract, tort (including negligence), statute or otherwise for any loss, damage, cost or expense of whatsoever nature (including personal injury and death) directly or indirectly caused by, resulting from, based upon, attributable to, in consequence of or in connection with asbestos or Mould or any act of Terrorism or War regardless of any other cause or event contributing concurrently or in any other sequence.

8.2 The Client releases the Consultant from all causes of action, proceedings, claims, demands, liabilities or rights which the Client has or may have had but for subclause 8.1 above and this subclause 8.2 and is barred from commencing any proceedings against the Consultant for any loss or damage caused by anything in connection with asbestos, Mould, Terrorism or War.

8.3 For the purposes of this clause:

(a) "Mould" means fungi, moulds, spores or mycotoxins of any kind;

(b) "Terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear; and

(c) "War" means war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of, or damage to, property by or under the order of any government or public local authority.

## 9 MISCELLANEOUS

9.1 If the Consultant began to perform the Services before this Agreement was agreed to by all the parties, the terms of this Agreement shall apply retrospectively from when the Services began to be performed.

9.2 If the whole or any part of a clause in this Agreement is unenforceable for any reason, it shall be severed from this Agreement so that the remaining part of the clause or Agreement continues to operate as if the severed part had never been included in this Agreement.

9.3 Any conditions identified as Special Conditions shall take precedence over any other clause in this Agreement.

9.4 The Agreement shall be governed and construed in accordance with the laws of the Country, State or Territory where the majority of the Services are performed.

9.5 The Consultant shall retain copyright of all the intellectual property prepared by the Consultant. The Client shall be entitled to use them or copy them only for the works and the purpose for which they were intended. The ownership of date and factual information collected by the Consultant and paid for by the client shall, after payment by the Client, lie with the Client. The Client may reproduce drawings, specifications and other documents in which the Consultant has copyright, as reasonably required in connection with the project but not otherwise. The Client shall have no right to use any of these documents where any or all of the fees and expenses payable to the Consultant have not been paid in accordance with this agreement

# FORECAST EXPENDITURE BY BUILDING AREAS

Wednesday, 10 October 2018

Area	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
DRIVEWAY /CAR PARK & PAVING	0	0	0	0	0	0	1315	0	0	0	0	0	0	1617	0
FENCING	0	0	0	0	0	0	1169	0	0	3991	0	0	0	1438	4627
FIXTURES/FITTINGS	0	0	0	0	826	0	1461	0	0	958	1776	0	0	1797	1111
					826		3945			4949	1776			4852	5738

Orig. LF 12312452



11:38 17-Apr-2015

3 of 3

Fees: \$0.00

Prefix	
LF	
Series No.	
3	

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER  
THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE &  
STAMP DUTY PURPOSES ONLY**

14:25 23/04/2015 02-021763  
REGISTRATION FEE \$137.00  
TRANSACTION FEE \$15.00

**BELOW THIS LINE FOR AGENT USE ONLY**

AGENT CODE

Lodged by: GEORGE CHARATSI  
26 HAYWARD AVENUE

Correction to: TORRENSVILLE S.A. 5031

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

1. ....
2. ....
3. ....
4. ....

PICK-UP NO.	
CP	

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

ITEM(S)	AGENT CODE

CORRECTION	PASSED
FILED 13-5-2015 <i>R. S. S. S. S.</i>	
PRO REGISTRAR GENERAL	

10  
TERMS OF INSTRUMENT NOT CHECKED  
BY LAND TITLE OFFICE

BY - LAWS  
DEVELOPMENT NO 145/C091/14

BY - LAWS  
COMMUNITY PLAN

LOT 100 MAIN SOUTH ROAD O'HALLORAN HILL 5158

Certified correctly prepared in accordance with the requirements of the Community Titles Act 1998 by the person who prepared  
the document / an officer of the community corporation (Delete if inapplicable)

.....  
Signature

.....  
Name **GEORGE CHARATSI**  
.....**26 HAYWARD AVENUE**  
.....**MURRENSVILLE S.A. 5031**  
.....  
Address

**TERMS OF INSTRUMENT NOT  
CHECKED BY LAND TITLES OFFICE**

**BY-LAWS  
Development No 145/C091/14**

## **INDEX**

- 1. Administration Management and Control of Common Property**
- 2. Use and Enjoyment of Common Property**
- 3. Use and Enjoyment of the Community Lots**
- 4. Structural Alterations**
- 5. Maintenance and Repair**
- 6. Occupier's obligation to maintain the Lot in good condition**
- 7. Restrictions on short term leases**
- 8. Disturbances**
- 9. Insurance of Community Corporation**
- 10. Building Insurance**
- 11. Public Liability Insurance**
- 12. Water Consumption Charges**
- 13. Pets**
- 14. Internal Fencing**
- 15. Compliance with Certain Provisions of the Act**
- 16. Display of Advertisements**
- 17. The Owner of a Lot must immediately notify the Corporation of:-**
- 18. Offence**
- 19 Community Corporation's Rights to recover Money**
- 20. Occupiers duties to be carried out by owner in certain cases**
- 21. Interpretation**

TERMS OF INSTRUMENT NOT  
CHECKED BY LAND TITLES OFFICE

BY-LAWS  
Development No 145/C091/14

**COMMUNITY TITLES ACT, 1996**

**BY-LAWS OF COMMUNITY SCHEME**

[The terms of these By-Laws are binding on the Community Corporation, the owners and occupiers of the community Lots comprising the scheme and persons entering the community parcel. These By-Laws may only be amended or revoked by special resolution of the Community Corporation in accordance with Section 39 of the Community Titles Act.]

**1. Administration, Management and Control of Common Property**

The Corporation is responsible for the administration management and control of the Common Property.

**2. Use and Enjoyment of Common Property**

The Common Property is, subject to the Act and these By-Laws, for the common use and enjoyment of residents in the Community Scheme and their visitors.

**3. Use and Enjoyment of the Community Lots**

A person may use a Lot for residential purposes and for other purposes that are normally incidental or ancillary to the use of land for residential purposes but must not use the Lot for any other purpose unless the use has been approved by the Corporation.

**4. Structural Alterations**

**4.1** A person must not make a structural addition or alteration to a Lot or carry out other building work on a Lot without the approval of the Corporation given by special resolution.

**4.2** This By-Law is in addition to the requirement of section 102 of the Act.

TERMS OF INSTRUMENT NOT  
CHECKED BY LAND TITLES OFFICE

BY-LAWS  
Development No 146/C091/14

## **5. Maintenance and Repair**

5.1 The owner of a Lot must maintain and keep in good repair buildings, fences and other structural improvements to the Lot (including paintwork and external finishes).

5.2 If the Corporation is in the opinion that a tree growing on a Lot may cause a nuisance or hazard to any person, or may cause structural damage to any building or structure on the Lot the Corporation may, by notice in writing given personally or by post to the owner, require the owner to have the tree removed.

5.3 The owner must comply with a requirement under By-Law 5.2.

## **6. Occupiers obligation to maintain the Lot in good condition**

6.1 The occupier of a Lot must keep the Lot in a clean and tidy condition.

6.2 The occupier must properly maintain lawns and gardens in the Lot.

6.3 The occupier of a Lot must:-

6.3.1 Store garbage in an appropriate container that prevents the escape of unpleasant odours; and

6.3.2 Comply with any requirements of a council, health or environment authority for the disposal of garbage.

6.4 The occupier of a Lot must not:-

6.4.1. Bring or accept objects or materials on to the site of a kind that are likely to cause justified offence to the other members of the Corporation.

6.4.2. Allow refuse to accumulate so as to cause justified offence to others.

6.5 The occupier of a Lot used for residential purposes must not without the consent of the Corporation use or store on the Lot any explosive, noxious or other dangerous substances.

TERMS OF INSTRUMENT NOT  
CHECKED BY LAND TITLES OFFICE

BY-LAWS  
Development No 141/C091/14

## **10. Building Insurance**

The owners of each Lot or Lots must carry their own building, contents third party property and bodily injury insurance on their respective Lot or Lots, extending to cover any person occupying that Lot or Lots and the Corporation shall not have responsibility in respect thereof.

## **11. Public Risk Insurance**

The owner of each Lot shall effect and keep current in respect of their Lot a Public Risk Policy in a sum not less than \$10,000,000.00 and must provide the Corporation as requested by the Corporation from time to time, evidence of a current policy of insurance effected by the proprietor in terms of this By-Law.

## **12. Water Consumption Charges**

12.1 Where there are not separate meters to each Lot, the Corporation may by special resolution determine:-

12.2 To transfer the responsibility back to each Lot owner for payment of water consumption charges; and

12.3 The basis of the division of water cost between each Lot owner.

## **13. Pets**

13.1 Unless otherwise resolved by Ordinary Resolution of the Corporation, an owner of a Lot is entitled:-

13.1.1 To keep a maximum of one cat or dog on a Lot but only at the pleasure of the Corporation; and

13.1.2 If the occupier is a person who suffers from a disability, to keep a dog trained to assist the occupier in respect of that disability.

13.2 Any animal kept on a Lot by an owner or tenant must be removed and kept removed on the demand of the Corporation pursuant to an Ordinary Resolution.

TERMS OF INSTRUMENT NOT  
CHECKED BY LAND TITLES OFFICE

BY-LAWS  
Development No 146/C091/14

## **7. Restriction on short-term leases**

7.1 The owner of a Lot must not, without the Corporation's authorisation, lease the Lot, or grant a right of occupation in respect of the Lot for valuable consideration, for a period of less than 2 months.

## **8. Disturbances**

8.1 The owner of a Lot must not engage in conduct that unreasonably disturbs the occupier of another Lot or others who are lawfully on a Lot or the Common Property.

8.2 The owner of a Lot must ensure, as far as practicable, that persons who are brought or allowed on to the Lot or the Common Property by the owner do not engage in conduct that unreasonably disturbs the occupier of another Lot or others who are lawfully on a Lot or the Common Property.

8.3 In particular the occupier of a Lot must ensure that noise emission from the Lot, or from the area adjacent to the Lot where invitees of the occupier are gathered for a party or other social occasion, is kept to a level where it will not disturb the occupants of other Lots between the hours of 12 pm at night and 7am the following morning.

## **9. Insurance by Community Corporation**

9.1 The Corporation shall effect such insurance as is required by Sections 103 and 104 of the Act but shall not be responsible for insuring buildings and other improvements on individual Lots.

9.2. An owner or occupier of a Lot must not, except with approval of the Community Corporation, do anything that might:-

9.2.1 Void or prejudice insurance effected by the Community Corporation;

9.2.2 increase any insurance premium payable by the Community Corporation.

TERMS OF INSTRUMENT NOT  
CHECKED BY LAND TITLES OFFICE

BY-LAWS  
Development No 145/C091/14

13.4 The keeping of an animal or bird must comply with any conditions set by the Corporation.

#### **14. Internal Fencing**

The provisions of the Fencing Act 1975 (as amended) shall apply as between the owners of adjoining community Lots.

#### **15. Compliance with Certain Provisions of the Act**

The Corporation shall be required to:-

15.1 Hold annual general meetings;

15.2 Prepare accounting records of the Corporation's receipts and expenditure and to prepare an annual statement of accounts;

15.3 Have the annual statement of accounts audited;

15.4 Establish administrative and sinking funds;

15.5 Maintain a register of the names of the owners of the Lots.

#### **16. Display of Advertisements**

16.1 A person must not display any sign, advertisement, placard or banner on a Lot or the Common Property without the approval of the Corporation.

16.2 However, this section does not prevent the display of an advertisement associated with the sale or letting of a Lot which display shall comply with such conditions as may be determined by the Corporation.

#### **17. The Owner of a Lot must immediately notify the Corporation of:-**

17.1 Any Changes in the ownership of the Lot or any changes in the address of an owner; or

17.2 Any change in the occupancy of the Lot.

TERMS OF INSTRUMENT NOT  
CHECKED BY LAND TITLES OFFICE

BY-LAWS  
Development No 145/C091/14

### **18. Offence**

A person who contravenes or fails to comply with a provision of these By-Laws is guilty of an offence.

**Maximum Penalty:** the amount prescribed under the Act.

Any penalty imposed by the Corporation is payable within one month of the service of notice of the penalty or within such extended time as shall be allowed by the Corporation.

### **19. Community Corporation's Right to Recover Money**

**19.1** The Corporation may recover any money owing to it under the By-Laws as a debt.

**19.2** An owner of a Lot must pay or reimburse the Corporation on demand the costs charges and expenses of the Corporation in connection with contemplated or actual enforcement, or preservation of any rights under the By-Laws in relation to the proprietor or occupier.

**19.3** The costs, charges and expenses recoverable by the Corporation shall include without limitation, those expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration costs in connection with those events.

**19.4** The Corporation may charge interest on any overdue monies owed by a proprietor or occupier of a lot to the Community Corporation at the rate of Two (2%) per cent above the rate quoted by the Corporations Bankers on overdraft accommodation less than \$10,000.00, calculated on daily balances commencing from the day that the money becomes due and payable.

### **20. Occupiers duties to be carried out by owner in certain cases**

If a Lot is unoccupied, any duties imposed on the occupier by these By-Laws are to be carried out by the owner.

TERMS OF INSTRUMENT NOT  
CHECKED BY LAND TITLES OFFICE

BY-LAWS  
Development No 145/C081/14

## 21. Interpretation

### In these By-Laws

21.1 "Act" means the Community Titles Act 1996 (as amended)

21.2 "Common Property" means the Common Property created by the Plan of Community Division referred to above.

21.3 "Community Parcel" means the whole of the land comprised in the Plan of Community Division referred to above excluding any land thereby vested in a Council, the Crown or a prescribed authority.

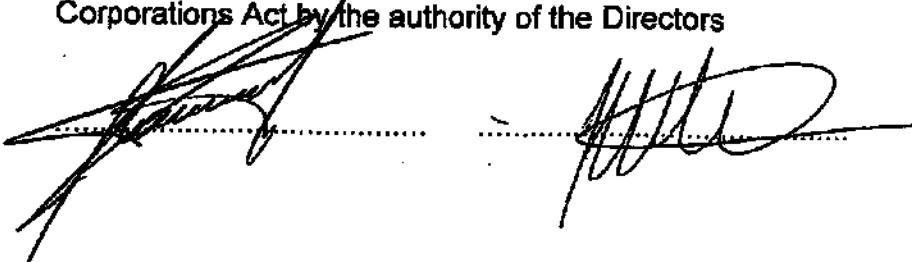
21.4 "Corporation" means the Community Corporation created by the deposit of the Plan of Community Division in respect of which these By-Laws are lodged.

21.5 "Lot" means the Community Lot created by Plan of Community Division referred to above.

21.6 "Occupier" of a Lot includes, if the Lot is unoccupied, the owner of the Lot.

21.7 Except where otherwise appears words shall have the same meaning as are set out in the act.

EXECUTED by  
DISTINCTIVE DEVELOPMENTS PTY LTD  
in accordance to Section 127 (1) of the  
Corporations Act by the authority of the Directors



## **RESOLUTIONS AFFECTING COMMUNITY CORPORATION 28719 INC**

**DISCLAIMER** - Strata Data will not be held liable for any missing, incomplete or incorrect information provided prior to the commencement of our management: 13/10/2015

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

<b>DATE</b>	<b>RESOLUTION</b>
-------------	-------------------

**13/10/15      Corporations Right to Recover Money**

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

**Interest Applied on Overdue Levies**

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

**08/10/18      Honorarium for Grounds Maintenance**

That an Honorarium of \$100.00 per annum be paid to the owner that undertakes Grounds Maintenance. Honorarium is payable after each Annual General Meeting.

**Retrospective Approvals for Units 2 & 7 to Install Cat Doors to the Fences at the Units**

That owners be permitted to install Cat access doors to the bottom of their fences.

**15/10/19      Installation of Solar Panels**

That the corporation approve the installation of solar panels subject to the following conditions being met and adhered to; that the system be installed by a qualified contractor who can assess the weight bearing capacity of the roof to allow for the panels, that the panels be as unobtrusive as possible and restricted to the roof area above the respective Lots, that all costs for the installation and/or removal be borne by the respective Lot holder, that all costs for ongoing repairs or maintenance be borne by the respective Lot holder, that any damage caused to Common property in either the installation, over the life of, or during removal, be rectified without undue delay at the cost of the respective Lot holder, and that if removed the property be reinstated to its original condition.

12/12/19

**Unit 1 Dog Approval**

That approval be granted for Unit 1 to house a Bernese dog, subject to the following terms and conditions being both met and adhered to; that the owner is liable for any noise which is disturbing, to an extent which is unreasonable, and for any damage to or loss of property or injury to any person caused by the dog, that the owner be responsible for cleaning up after the dog and disposing of all matter in the correct manner, that the dog be securely housed in the unit or on the unit subsidiary, that the dog be kept inside overnight and that the dog be kept on a leash when on common property. Failure to comply with the terms and conditions may result in a request being made for the immediate and permanent removal of the dog from the property.

13/10/20

**Blanket Approval for Fitting Screen Doors**

That retrospective approval be granted to owners with screen doors already fitted and future approval be granted to all owners to install screen doors to their front and rear main doorways subject to the following conditions being met and adhered to; that all installations to be keeping on with the existing style and colour scheme at the Corporation, and that all installation costs and future maintenance of the screen doors be at the unit owner's expense.

**Blanket Approval for Erection of Pergolas/Verandahs**

That retrospective approval be granted to owners with rear pergolas or verandahs already erected and future approval be granted to all owners to erect a pergola or verandah in their rear subsidiary subject to the following terms and conditions being both met and adhered to; that all installations to be keeping on with the existing style and colour scheme at the Corporation, that any and all costs associated with the building of the pergola or verandah be borne by the respective unit holder, that any damage caused to common property in either the installation, over the life of or upon removal be rectified without undue delay by and at the cost of the respective unit holder, that all required council approval or consents be obtained by the respective unit holder, that the building of the pergola or verandah be carried out by an appropriately licensed and insured trades person and that any council compliance certificates be provided by the installer should they be required by the Body Corporate at a later date.

**Approval for Installation of Roller Shutters**

That retrospective approval be granted to owners with roller shutters already installed and future approval be granted to all owners to install roller shutters subject to the following conditions being met and adhered to; that all installations to be keeping on with the existing style and colour scheme at the Corporation, and that all installation costs and future maintenance of the roller shutters be at the unit owner's expense.

18/10/22

**Sinking Fund Analysis Review**

The members present reviewed the sinking fund report prepared by Independent Inspections in line with legislation and it was noted the sinking fund balance and plan of works aligned with the report.



Level 13, 431 King William Street  
Adelaide SA 5000

## Certificate of Currency

### CHU Community Association Insurance Plan

<b>Policy No</b>	<b>CAH0001871</b>
<b>Policy Wording</b>	CHU COMMUNITY ASSOCIATION INSURANCE PLAN
<b>Period of Insurance</b>	01/11/2024 to 01/11/2025 at 4:00pm
<b>The Insured</b>	COMMUNITY CORPORATION NO. 28719 INC.
<b>Situation</b>	1 LARKEE CRESCENT O'HALLORAN HILL SA 5158

---

### Policies Selected

#### Policy 1 – Community Property

Community property: \$320,000  
Community income: \$48,000  
Common area contents: \$3,200

#### Policy 2 – Liability to Others

Limit of liability: \$20,000,000

#### Policy 3 – Voluntary Workers

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

#### Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

#### Policy 5 – Office Bearers' Legal Liability

Limit of liability: \$250,000

#### Policy 6 – Machinery Breakdown

Not Selected

#### Policy 7 – Catastrophe Insurance

Not Selected

#### Policy 8 – Government Audit Costs and Legal Expenses

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

#### Flood Cover is included.



### Flood Cover Endorsement

Flood cover is included.

The following terms and conditions of Your Policy is hereby amended by this endorsement and should be read in conjunction with, and as forming part of Community Association Insurance Plan.

Policy 1, Exclusion 1. a. "caused by Flood" is hereby removed.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date Printed

05/11/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM563 - 1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Orig. LF 12312451



11:38 17-Apr-2015

2 of 3

Fees: \$0.00

Prefix
LF
Series No.
2

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER  
THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE &  
STAMP DUTY PURPOSES ONLY**

14:25 23/04/2015 02-021763,  
REGISTRATION FEE \$137.00  
TRANSACTION FEE \$15.00 /

**BELOW THIS LINE FOR AGENT USE ONLY**

Lodged by: **GEORGE CHARATSI** AGENT CODE  
26 HAYWARD AVENUE **GGC1**  
Correction to: **TORRENSVILLE S.A. 5031**

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

1. ....
2. ....
3. ....
4. ....

PICK-UP NO.	
CP	

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

ITEM(S)	AGENT CODE

CORRECTION	PASSED
FILED 13-5-2015	
<i>Paul Salpaham</i>	
REGISTRAR-GENERAL	
PRO	

Terms Of Instrument not checked  
By Lands Titles Office

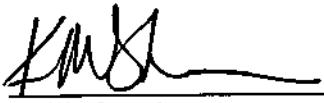
Scheme Description  
Development No: 145/C091/14

**COMMUNITY TITLES ACT 1996**

**SCHEME DESCRIPTION**

<sup>9</sup>  
Allotment 100 Main South Road O'Halloran Hill 5158

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

  
\_\_\_\_\_  
Kellie Strachan  
127 Marion Road Richmond 5033

Terms Of Instrument not checked  
By Lands Titles Office

Scheme Description  
Development No: 145/C191/14

## INDEX

- 1. IDENTIFICATION OF COMMUNITY PARCEL, LOTS AND COMMON PROPERTY**
- 2. PURPOSE FOR WHICH THE LOTS AND COMMON PROPERTY MAY BE USED.**
- 3. STANDARD OF BUILDINGS AND OTHER IMPROVEMENTS.**
- 4. DEVELOPERS OBLIGATIONS TO IMPROVE OR DEVELOP THE COMMON PROPERTY.**
- 5. OTHER IMPORTANT FEATURES OF THE SCHEME.**

**ENDORSEMENT BY THE RELEVANT AUTHORITY PURSUANT TO  
REGULATION 45A OF THE DEVELOPMENT REGULATIONS 1993**

Terms Of Instrument not checked  
By Lands Titles Office

Scheme Description  
Development No: 145/C091/14

## COMMUNITY TITLES ACT 1996

### SCHEME DESCRIPTION

Portion of Allotment 100 in FP212675 Larkdale Crescent O'Halloran Hill

#### 1. IDENTIFICATION OF COMMUNITY PARCEL, LOTS AND COMMON PROPERTY

- 1.1 The community Parcel to which this scheme relates is the whole of the land in the proposed community plan of division attached hereto being the whole of the land comprised in Certificate of Title Register Book Volume 5556 Folio 283 and being the land known as Allotment 100 in FP212675 Larkdale Crescent O'Halloran Hill SA 5158
- 1.2 The land comprises an improved site which has been cleared and divided by Community Plan pursuant to the Community Titles Act 1996 in to nine (9) Community lots and common property as set out in the plan of community Division with which this scheme description is filed.

#### 2. PURPOSE FOR WHICH THE LOTS AND COMMON PROPERTY MAY BE USED.

- 2.1 The community lots may be used for residential purposes.
- 2.2 Not more than one dwelling may be erected on a community lot.
- 2.3 The common property shall be used as a driveway to the community lots and for the accommodation of the service infrastructure.

Terms Of Instrument not checked  
By Lands Titles Office

Scheme Description  
Development No: 145/C091/14

### 3. STANDARD OF BUILDINGS AND OTHER IMPROVEMENTS

- 3.1 The development of a community lot is to take place in accordance with any planning or building consent which will be issued to the owner under the Development Act 1993 and in a proper and workmanlike manner. A community lot may remain vacant until it is developed in the future by an owner who has purchased the community lot from the developer.
- 3.2 The standard of the work to be performed and the materials to be used on a community lot will be a fair average standard or such higher standard as the owner may determine.

### 4. DEVELOPERS OBLIGATIONS TO IMPROVE OR DEVELOP THE COMMON PROPERTY

- 4.1 The developer has undertaken the following works in respect of the common property:
  - 4.1.1 Installation of the service infrastructure
  - 4.1.2 construction of the driveway to the community lots  
(together called "the infrastructure")
- 4.2 The standard of work has been performed with materials used on the common property will be a fair average standard or such higher standard as the developer in its absolute discretion may determine.
- 4.3 The developer has completed the construction of the infrastructure on the common property in accordance with the Development Approval

### 5. OTHER IMPORTANT FEATURES OF THE SCHEME

- 5.1 There shall be no division of a community lot by a secondary plan.
- 5.2 The scheme is not a staged development.

ENDORSEMENT BY THE RELEVANT AUTHORITY PURSUANT TO  
REGULATION 45A OF THE DEVELOPMENT REGULATIONS 1993

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

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

The City of Onkaparinga as the relevant authority hereby endorses the within Scheme Description.

SO

Signed for and on behalf of the City of Onkaparinga

Steve Tiffen

Print Name of Delegate

Team Leader Planning

Print Designation of Delegate

26/3/15

Print Date

# CITY OF ONKAPARINGA

## DECISION NOTIFICATION FORM

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

DEVELOPMENT  
NUMBER

145/6028/2014

DAC Reference : 145/C091/14

LAND DIVISION

FOR DEVELOPMENT APPLICATION DATED: 08-May-2014  
REGISTERED ON: 20-May-2014

TO:	Distinctive Developments Pty Ltd C/- Donaghey Surveyors Pty Ltd 718 Anzac Hwy GLENELG SA 5045
-----	--

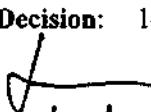
LOCATION OF PROPOSED DEVELOPMENT	
PROPERTY DESCRIPTION	Allot 100 FP 212675
PROPERTY ADDRESS	Proposed address details for lot 1 = 1/9 thru to lot 9 = 9/9 Main South Road, O'HALLORAN HILL SA 5158
CERTIFICATE(S) OF TITLE	CT-5556/283

NATURE OF PROPOSED DEVELOPMENT	
Community division (1 into 9) DAC Reference number: 145/C091/14	

*In respect of this proposed development you are informed that:*

NATURE OF DECISION	DECISION	NO. OF CONDITIONS
DEVELOPMENT PLAN CONSENT	Granted	1
LAND DIVISION CONSENT	Granted	3
DEVELOPMENT APPROVAL	Granted	4

*No work can commence on this development until the Development Assessment Commission has issued a Certificate of Approval pursuant to Section 51 of the Development Act 1993.*

Date of Decision: 14-Oct-2014	<input checked="" type="checkbox"/> Council Chief Executive Officer or Delegate
Signed: 	<input checked="" type="checkbox"/> Sheets Attached
Date: 14/10/14	

# CITY OF ONKAPARINGA

DEVELOPMENT APPLICATION NUMBER	:	145/6028/2014
APPLICANT	:	Distinctive Developments Pty Ltd
LOCATION	:	Proposed address details for lot 1 = 1/9 thru to lot 9 = 9/9 Main South Road, O'HALLORAN HILL SA 5158
PROPOSED DEVELOPMENT	:	Community division (1 into 9) DAC Reference number; 145/C091/14
DECISION	:	Development Approval
DATE OF DECISION	:	14-Oct-2014

## **DEVELOPMENT PLAN CONSENT**

### *Conditions of Consent by Council*

1. All development shall be completed and maintained in accordance with the plans and documents submitted with and forming part of the development application.

### *Conditions of Consent by the Development Assessment Commission*

Nil

## **LAND DIVISION CONSENT**

### *Land Division Conditions*

Nil

### *Statement of Development Assessment Commission Requirements*

1. The financial requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage services (SA Water H0019478).
2. Payment of \$51904 into the Planning and Development Fund (8 allotment/s @ \$6488 /allotment). Payment may be made by credit card via the internet at [www.edala.sa.gov.au](http://www.edala.sa.gov.au) or by phone (8303 0724), by cheque payable to the Development Assessment Commission marked "Not Negotiable" and sent to GPO Box 1815, Adelaide 5001 or in person, at Level 5, 136 North Terrace, Adelaide
3. A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the Development Assessment Commission for Land Division Certificate purposes.

### *Note(s)*

1. The financial requirements of SA Water shall be met for the provision of water supply and sewerage services.
  - The developer must inform potential purchasers of the community lots of the servicing arrangements and seek written agreement prior to settlement, as future alterations would be at full cost to the owner/applicant.
2. In accordance with Regulation 60(4)(b), Council advises that:
  - Pruning of significant tree on the land were erected in the year 2009
  - One two storey residential flat building comprising 8 dwellings with garages and one two storey group dwelling with garage on the land were approved on the land 3 June 2014

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



John Mason  
**AUTHORISED OFFICER**

Dated: 14/10/14

Council has no requirements in respect to the proposed land division: Accordingly, we have no objection to the Development Assessment Commission issuing a Certificate of Approval pursuant to Section 51 of the Development Act 1993.