

# Form 1 - Vendor's statement

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

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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:

Street 1

Street 2

Suburb

State

Postcode

2

Purchaser's registered agent:

Address:

Street 1

Street 2

Suburb

State

Postcode

3

Vendor:

Craig Jeffrey Hall and Joanna Francis Hall

Address:

Street 1 33 Emerald Street

Street 2

Suburb Flagstaff Hill

State SA

Postcode 5159

4

Vendor's registered agent:

Magain Real Estate - Craig Thomson

Address:

Street 1 52 Hillier Road

Street 2

Suburb Morphett Vale

State SA

Postcode 5162

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]*

Lot 7 in Primary Community Plan No. 27353 known as

Street 1 7/67 States Road

Street 2

Suburb Morphett Vale

State SA

Postcode 5162

being the \*whole / ~~portion~~ of the land comprised in Certificate of Title  
Volume 6096 Folio 459

## 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:

33 Emerald Street Flagstaff Hill SA 5159

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

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

craig@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:

52 Hillier Road Morphett Vale, SA 5162

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

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

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

##### 5 - Effect of service

If you serve such cooling-off notice on the vendor, the contract will be taken to have been rescinded at the time when the notice was served.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

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

## Proceeding with the purchase

If you wish to proceed with the purchase -

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

### Part C - Statement with respect to required particulars

**(section 7(1))**

**To the purchaser:**

*I/ <del>We</del> ,	Joanna Francis Hall
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of 33 Emerald Street Flagstaff Hill SA 5159

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: 8/11/2024

Date:

Signed:

**Signed by:**

Joanna Francis Hall

-41E639386D17445...

Signed:

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

**(section 9)**

**To the purchaser:**

I. Chantel Parsons, Divine Forms

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

Exceptions:

Date: 30/10/2024

Signed:

Chantel Parsons

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

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

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

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

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

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

Table of particulars

Column 1	Column 2	Column 3
<p>[If an item is applicable, ensure that the box for the item is ticked and complete the item.]</p> <p>[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.</p> <p>Alternatively, the item and any inapplicable heading may be omitted, <u>but not</u> in the case of-</p> <p>(a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and</p> <p>(b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and</p> <p>(c) the heading "6. Repealed Act conditions" and item 6.1; and</p> <p>(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.]</p> <p>[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 <b>bold type</b> must be set out in column 3 and all other particulars must be set out in column 2.]</p> <p>[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.]</p> <p>[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 <u>all</u> 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.]</p>		

1. General

<div>1.1Mortgage of land</div> <div><i>[Note - Do not omit this item. This item and its heading must be included in the statement even if not applicable.]</i></div>	<div><div>Is this item applicable?</div><div>Will this be discharged or satisfied prior to or at settlement?</div><div>Are there attachments?</div><div>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</div><div>Refer to attached Certificate of Title for further information</div><div>Number of mortgage (if registered):</div><div>12792155</div><div>Name of mortgagee:</div><div>Australia &amp; New Zealand Banking Group Ltd</div></div>	<div><div><input checked="" type="checkbox"/></div><div>YES</div><div>YES</div></div>
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**1.2 Easement**

(whether over the land or annexed to the land)

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

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

**Is this item applicable?**

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

**Are there attachments?**

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

Refer to attached Property Interest Report - Page 13

Description of land subject to easement:

Whole of the land in CT 6096/459

Refer to attached Property Interest Report for further information

Nature of easement:

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

Refer to attached Property Interest Report for further information

Are you aware of any encroachment on the easement?

NO

If YES, give details:

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

If YES, give details:

**1.3 Restrictive covenant**

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

**Is this item applicable?**

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

**Are there attachments?**

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

Nature of restrictive covenant:

Name of person in whose favour restrictive covenant operates:

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

If NO, give details:

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



NO

YES



1.4 Lease, agreement for lease, tenancy agreement or licence

(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)

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

Is this item applicable?  
Will this be discharged or satisfied prior to or at settlement?  
Are there attachments?

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

Refer to attached Tenancy Agreement & Lease Extension for further information

Name of parties:

Hanna Powell & Tasman Clark

Period of lease, agreement for lease etc:

From 27/01/2023 to 26/01/2025

Amount of rent or licence fee:

\$ 880.00 per fortnight (period)

Is the lease, agreement for lease etc in writing?

YES

If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify -

(a) the Act under which the lease or licence was granted:

Refer to attached Tenancy Agreement and Lease Extension for further information

(b) the outstanding amounts due (including any interest or penalty):

Refer to attached Tenancy Agreement and Lease Extension for further information



NO

YES

5. Development Act 1993 (repealed)

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

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

Is this item applicable?  
Will this be discharged or satisfied prior to or at settlement?  
Are there attachments?  
If YES, identify the attachment(s)(and, if applicable, the part(s) containing the particulars):

☒

NO

YES

Refer to attached Council Search for further information

Condition(s) of authorisation:  
Refer to Application No. 145/612/2011 dated 14/022012 & Application No. 145/1779/2013 dated 19/08/2013 in attached council search for further information

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)

Is this item applicable?

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

Are there attachments?

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

Nature of condition(s):

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

7. Emergency Services Funding Act 1998

7.1

section 16 - Notice to pay levy

Is this item applicable?

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

Are there attachments?

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

Emergency Services Levy Certificate

Date of notice:

18/10/2024

Amount of levy payable:

\$120.99 incl arrears

☒

YES

YES

29. Planning, Development and Infrastructure Act 2016

29.1	<div>Part 5 - Planning and Design Code</div> <div><i>[Note - Do not omit this item. The item and its heading must be included in the attachment even if not applicable.]</i></div>	<div>Is this item applicable?</div> <div>Will this be discharged or satisfied prior to or at settlement?</div> <div>Are there attachments?</div> <div>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</div> <div>Refer to attached Property Interest Report - Page 8 &amp; Council Search for further information</div> <div>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):</div> <div>Zones: General Neighbourhood (GN) Subzones: No Overlays: Refer to attached Council Search for details of Overlays</div> <div>Refer to attached Property Interest Report &amp; Council Search for further information</div>	<div><input checked="" type="checkbox"/></div> <div>NO</div> <div>YES</div>
		<div>Is there a State heritage place on the land or is the land situated in a State heritage area?</div> <div>Is the land designated as a local heritage place?</div> <div>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?</div> <div>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?</div> <div>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>.</div>	<div>NO</div> <div>NO</div> <div>UNKNOWN</div> <div>YES</div>

29.2

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

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

Is this item applicable?

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

Are there attachments?

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

Date of authorisation:

Name of relevant authority that granted authorisation:

Condition(s) of authorisation:

29.3

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

Is this item applicable?

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

Are there attachments?

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

Date of notice:

Name of person giving notice of proposed work:

Building work proposed (as stated in the notice):

Other building work as required pursuant to the Act:

**29.4** section 140 - Notice requesting access~~Is this item applicable?~~☐~~Will this be discharged or satisfied prior to or at settlement?~~☐~~Are there attachments?~~☐~~If YES, identify the attachment(s)~~~~(and, if applicable, the part(s) containing the particulars):~~

Date of notice:

Name of person requesting access:

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

Activity of work to be carried out:

**29.5** section 141 - Order to remove or perform work~~Is this item applicable?~~☐~~Will this be discharged or satisfied prior to or at settlement?~~☐~~Are there attachments?~~☐~~If YES, identify the attachment(s)~~~~(and, if applicable, the part(s) containing the particulars):~~

Date of order:

Terms of order:

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

Amount payable (if any):

**29.6** section 142 - Notice to complete development

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

Date of notice:

Requirements of notice:

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

Amount payable (if any):

**29.7** section 155 - Emergency order

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

Date of order:

Name of authorised officer who made order:

Name of authority that appointed the authorised officer:

Nature of order:

Amount payable (if any):

**29.8** section 157 - Fire safety notice~~Is this item applicable?~~☐~~Will this be discharged or satisfied prior to or at settlement?~~☐~~Are there attachments?~~☐~~If YES, identify the attachment(s)~~~~(and, if applicable, the part(s) containing the particulars):~~~~Date of notice:~~~~Name of authority giving notice:~~~~Requirements of notice:~~~~Building work (if any) required to be carried out:~~~~Amount payable (if any):~~**29.9** section 192 or 193 - Land management agreement~~Is this item applicable?~~☐~~Will this be discharged or satisfied prior to or at settlement?~~☐~~Are there attachments?~~☐~~If YES, identify the attachment(s)~~~~(and, if applicable, the part(s) containing the particulars):~~~~Date of agreement:~~~~Names of parties:~~~~Terms of agreement:~~

29.10

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

Is this item applicable?

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

Are there attachments?

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

Date requirement given:

Name of body giving requirement:

Nature of requirement:

Contribution payable (if any):

29.11

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

Is this item applicable?

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

Are there attachments?

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

Date of agreement:

Names of parties:

Terms of agreement:

Contribution payable (if any):

**29.12** Part 16 Division 1 - Proceedings

~~Is this item applicable?~~

☐

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

☐

~~Are there attachments?~~

☐

~~If YES, identify the attachment(s)~~

~~(and, if applicable, the part(s) containing the particulars):~~

~~Date of commencement of proceedings:~~

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

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

**29.13** section 213 - Enforcement notice

~~Is this item applicable?~~

☐

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

☐

~~Are there attachments?~~

☐

~~If YES, identify the attachment(s)~~

~~(and, if applicable, the part(s) containing the particulars):~~

~~Date notice given:~~

~~Name of designated authority giving notice:~~

~~Nature of directions contained in notice:~~

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

~~Amount payable (if any):~~

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

~~Is this item applicable?~~

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

***Are there attachments?***

~~If YES, identify the attachment(s)~~

(and, if applicable, the part(s) containing the particulars):

Age (years)	Percentage (%)
18	10
25	25
30	40
35	55
40	70
45	80
50	85
55	85
60	85
65	85

Date order made:

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Name of court that made order:

Action number:

Names of parties:

\_\_\_\_\_

Terms of order:

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

\_\_\_\_\_

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

- 1 Name of community corporation: Community Corporation No. 27353 Incorporated  
Address of community corporation: 67 States Road, Morphett Vale SA 5162
- 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 \$792.91 per annum payable in 4 instalments paid to 30/11/2024  
Sinking Fund \$93.00 per annum payable in 4 instalments paid to 30/11/2024  
Arrears totaling \$0.00 as at 25/10/2024
- (b) particulars of assets and liabilities of the community corporation:  
Munro Property Group  
Refer to attached Community Title Search and Financial Statements 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 attached Community Title Search, Financial Statements and Minutes of Meetings 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 attached Scheme Description and Development Contract for further information
- (e) if the lot is a community lot, particulars of the lot entitlement of the lot:  
930 of 10,000

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

- 4 Documents supplied by the community corporation that are enclosed:
- (a) a copy of the minutes of the general meetings of the community corporation and management committee  
\*for the 2 years preceding this statement / ~~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:

Address:

**Note-**

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

**Particulars relating to aluminium composite panels**

☐

Has the vendor been notified that a building on the land has been identified, as part of a South Australian Building Cladding Audit initiated in 2017 and conducted by the former Department of Planning, Transport and Infrastructure in conjunction with the Metropolitan Fire Service, Country Fire Service and councils—

- (a) as having aluminium composite panels installed on the exterior of the building; and
- (b) as constituting a moderate, high or extreme risk as a result of that installation; and
- (c) as requiring remediation to reduce the risk to an acceptable level; and
- (d) as not having had the necessary remedial work performed or a determination made by the appropriate authority of the relevant council (within the meaning of section 157 of the *Planning, Development and Infrastructure Act 2016*) that no further action is required?

☐

If YES, give details of the following:

1. the actions required to remediate the risk (if known):

2. the estimated costs of remediation (if known):

## 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).

A free telephone Strata and Community Advice Service is operated by the Legal Services Commission of South Australia: call 1300 366 424.

Information and a booklet about strata and community titles is available from the Legal Services Commission of South Australia at [www.lsc.sa.gov.au](http://www.lsc.sa.gov.au).

You can also seek advice from a legal practitioner.

## ANNEXURES

~~\* There are no documents annexed hereto~~

\* The following documents are annexed hereto -

Certificate of Title - Volume 6096 Folio 459  
 Property Interest Report  
 Title and Valuation Package  
 Council Search  
 Emergency Services Levy Certificate  
 Land Tax Certificate  
 SA Water Certificate  
 Community Title Search Pursuant to Section 139  
 Community Plan No. 27353  
 Copy of Community Corporation By-Laws  
 Community Title Scheme Description  
 Community Title Development Contract  
 Tenancy Agreement & Lease Extension

## ACKNOWLEDGEMENT OF RECEIPT

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

**Dated** this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
 Purchaser(s)

(\*Strike out whichever is not applicable)

# Form R3

## Buyers information notice

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

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

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

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

REAL PROPERTY ACT, 1886



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



## Certificate of Title - Volume 6096 Folio 459

Parent Title(s) CT 5795/854  
Creating Dealing(s) ACT 11774487  
Title Issued 04/07/2012 Edition 3 Edition Issued 14/09/2017

## Estate Type

FEE SIMPLE

## Registered Proprietor

CRAIG JEFFREY HALL  
JOANNA FRANCIS HALL  
OF 33 EMERALD STREET FLAGSTAFF HILL SA 5159  
AS JOINT TENANTS

## Description of Land

LOT 7 PRIMARY COMMUNITY PLAN 27353  
IN THE AREA NAMED MORPHETT VALE  
HUNDRED OF NOARLUNGA

## Easements

NIL

## Schedule of Dealings

Dealing Number	Description
12792155	MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. (ACN: 005 357 522)

## Notations

Dealings Affecting Title NIL

Priority Notices NIL

### Notations on Plan

Lodgement Date	Dealing Number	Description	Status
14/06/2012	11774488	BY-LAWS	FILED
14/06/2012	11774489	SCHEME DESCRIPTION	FILED
14/06/2012	11774489A	DEVELOPMENT CONTRACT	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

# Property Interest Report

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

Title Reference	CT 6096/459	Reference No. 2615994
Registered Proprietors	C J & J F*HALL	Prepared 18/10/2024 09:11
Address of Property	Unit 7, 67 STATES ROAD, MORPHETT VALE, SA 5162	
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<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>  | Refer to the Certificate of Title  |
| 1.2 | Easement<br>(whether over the land or annexed to the land)<br><br>Note--"Easement" includes rights of way and party wall rights<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>   | Refer to the Certificate of Title  |
| 1.3 | Restrictive covenant<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>  | Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance |
| 1.4 | Lease, agreement for lease, tenancy agreement or licence<br>(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.)<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title<br><br>also<br><br>Contact the vendor for these details    |
| 1.5 | Caveat   | Refer to the Certificate of Title  |
| 1.6 | Lien or notice of a lien   | Refer to the Certificate of Title  |

### 2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

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

## 6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed)  <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title  also  Contact the Local Government Authority for other details that might apply
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## 7. Emergency Services Funding Act 1998

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

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

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) does not have any current Orders registered on this title
<b>9.</b>	<b><i>Fences Act 1975</i></b>	
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
<b>10.</b>	<b><i>Fire and Emergency Services Act 2005</i></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.</b>	<b><i>Food Act 2001</i></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.</b>	<b><i>Ground Water (Qualco-Sunlands) Control Act 2000</i></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.</b>	<b><i>Heritage Places Act 1993</i></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.</b>	<b><i>Highways Act 1926</i></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.</b>	<b><i>Housing Improvement Act 1940 (repealed)</i></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.</b>	<b><i>Housing Improvement Act 2016</i></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

## **17. *Land Acquisition Act 1969***

17.1	section 10 - Notice of intention to acquire	Refer to the Certificate of Title for any notice of intention to acquire also Contact the Local Government Authority for other details that might apply
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## **18. *Landscape South Australia Act 2019***

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

Act

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

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

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

## **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
<b>25. <i>Native Vegetation Act 1991</i></b>		
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
<b>26. <i>Natural Resources Management Act 2004 (repealed)</i></b>		
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
<b>27. <i>Outback Communities (Administration and Management) Act 2009</i></b>		
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**
- Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment** - The Chief Executive of the Department for Trade and Investment has initiated the Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment to review the definitions for 'ancillary accommodation' and 'student accommodation'. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal [https://plan.sa.gov.au/have\\_your\\_say/general\\_consultations](https://plan.sa.gov.au/have_your_say/general_consultations) or phone PlanSA on 1800752664.
- 29.2 section 127 - Condition (that continues to apply) of a development authorisation  
*[ Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*
- State Planning Commission in the Department for 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<br><br>also<br><br>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<br><br>also<br><br>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<br><br>also<br><br>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<br><br>also<br><br>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<br><br>also<br><br>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<br><br>also<br><br>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<br><br>also<br><br>Contact the Local Government Authority for other details that might apply |
| 29.14 | section 214(6), 214(10) or 222 - Enforcement order   | Contact the Local Government Authority for details relevant to this item<br><br>also<br><br>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<br><br>also<br><br>Contact the Local Government Authority for other details that might apply |
| 31.2 | <i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)</i> | Public Health in DHW has no record of any condition affecting this title  |

(revoked) Part 2 - Condition (that continues to apply) of an approval

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

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

- 32.2 section 92 - Notice

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

- 33.1 section 23 - Notice of contribution payable

DEW has no record of any notice affecting this title

## 34. *Water Industry Act 2012*

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

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

also

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

also

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

also

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

also

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

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

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

DEW has no record of any condition affecting this title

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

DEW has no record of any notice affecting this title

## 36. *Other charges*

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

Refer to the Certificate of Title

also

Contact the vendor for these details

also

Contact the Local Government Authority for other details that might apply

## Other Particulars

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

- |  |   |
|--|---|
| 1. Particulars of transactions in last 12 months                                   | Contact the vendor for these details  |
| 2. Particulars relating to community lot (including strata lot) or development lot | Enquire directly to the Secretary or Manager of the Community Corporation   |
| 3. Particulars relating to strata unit   | Enquire directly to the Secretary or Manager of the Strata Corporation  |
| 4. Particulars of building indemnity insurance                                     | Contact the vendor for these details<br>also<br>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<br>also<br>EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title<br>also<br>Contact the Local Government Authority for information relating to item 6 |
| 10. Particulars relating to <i>Livestock Act, 1997</i>                             | Animal Health in PIRSA has no record of any notice or order affecting this title  |

## Additional Information

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

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

## Notices

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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).

## Certificate of Title

**Title Reference** CT 6096/459  
**Status** CURRENT  
**Easement** NO  
**Owner Number** 15574752  
**Address for Notices** 33 EMERALD ST FLAGSTAFF HILL 5159  
**Area** 191m<sup>2</sup> (CALCULATED)

## Estate Type

Fee Simple

## Registered Proprietor

CRAIG JEFFREY HALL  
JOANNA FRANCIS HALL  
OF 33 EMERALD STREET FLAGSTAFF HILL SA 5159  
AS JOINT TENANTS

## Description of Land

LOT 7 PRIMARY COMMUNITY PLAN 27353  
IN THE AREA NAMED MORPHETT VALE  
HUNDRED OF NOARLUNGA

## Last Sale Details

**Dealing Reference** TRANSFER (T) 11783195  
**Dealing Date** 27/06/2012  
**Sale Price** \$130,000  
**Sale Type** TRANSFER FOR FULL MONETARY CONSIDERATION

## Constraints

### Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	12792155	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. (ACN: 005 357 522)

### Stoppers

NIL

## Valuation Numbers

Valuation Number	Status	Property Location Address
8609468339	CURRENT	Unit 7, 67 STATES ROAD, MORPHETT VALE, SA 5162

## Notations

## Dealings Affecting Title

NIL

## Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
14/06/2012 15:29	11774488	BY-LAWS	FILED
14/06/2012 15:29	11774489	SCHEME DESCRIPTION	FILED
14/06/2012 15:29	11774489A	DEVELOPMENT CONTRACT	FILED

## Registrar-General's Notes

NIL

## Administrative Interests

NIL

## Valuation Record

<b>Valuation Number</b>	8609468339
<b>Type</b>	Site & Capital Value
<b>Date of Valuation</b>	01/01/2024
<b>Status</b>	CURRENT
<b>Operative From</b>	01/07/2012
<b>Property Location</b>	Unit 7, 67 STATES ROAD, MORPHETT VALE, SA 5162
<b>Local Government</b>	ONKAPARINGA
<b>Owner Names</b>	JOANNA FRANCIS HALL CRAIG JEFFREY HALL
<b>Owner Number</b>	15574752
<b>Address for Notices</b>	33 EMERALD ST FLAGSTAFF HILL 5159
<b>Zone / Subzone</b>	GN - General Neighbourhood
<b>Water Available</b>	Yes
<b>Sewer Available</b>	Yes
<b>Land Use</b>	1220 - Maisonette
<b>Description</b>	4HG V
<b>Local Government Description</b>	Residential

## Parcels

Plan/Parcel	Title Reference(s)
C27353 LOT 7	CT 6096/459

## Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$181,000	\$490,000			
Previous	\$151,000	\$430,000			

## Building Details

Valuation Number	8609468339
Building Style	Conventional
Year Built	2013
Building Condition	Very Good
Wall Construction	Rendered
Roof Construction	Galvanised Iron
Equivalent Main Area	122 sqm
Number of Main Rooms	4

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

## Certificate of Title

**Title Reference:** CT 6096/459  
**Status:** CURRENT  
**Parent Title(s):** CT 5795/854  
**Dealing(s) Creating Title:** ACT 11774487  
**Title Issued:** 04/07/2012  
**Edition:** 3

## Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
07/09/2017	14/09/2017	12792155	MORTGAGE	REGISTERED	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. (ACN: 005 357 522)
07/09/2017	14/09/2017	12792153	DISCHARGE OF MORTGAGE	REGISTERED	11783196
19/10/2012	22/10/2012	11836236	VESTING (GLOBAL UPDATE)	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA 11783196
28/06/2012	19/07/2012	11783196	MORTGAGE	REGISTERED	BANK OF WESTERN AUSTRALIA LTD.
28/06/2012	19/07/2012	11783195	TRANSFER	REGISTERED	CRAIG JEFFREY HALL, JOANNA FRANCIS HALL
28/06/2012	19/07/2012	11783194	DISCHARGE OF MORTGAGE	REGISTERED	11559420
31/03/2011	21/06/2011	11559420	MORTGAGE	REGISTERED	BENDIGO & ADELAIDE BANK LTD. (ACN: 068 049 178)

## Certificate of Title

Title Reference: CT 6096/459  
Status: CURRENT  
Edition: 3

## Dealings

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

## Priority Notices

NIL

## Notations on Plan

Lodgement Date	Completion Date	Dealing Number	Description	Status	Plan
14/06/2012	27/06/2012	11774488	BY-LAWS	FILED	C27353
14/06/2012	27/06/2012	11774489	SCHEME DESCRIPTION	FILED	C27353
14/06/2012	27/06/2012	11774489A	DEVELOPMENT CONTRACT	FILED	C27353

## Registrar-General's Notes

No Registrar-General's Notes exist for this title

**IMPORTANT INFORMATION REGARDING SEARCHES**

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Searchlight Technology  
PO Box 232  
RUNDLE MALL SA 5000

**Attention Conveyancers**

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

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

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

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

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

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

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

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

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

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

Yours sincerely

**City Of Onkaparinga**

Telephone (08) 8384 0666

**Certificate No: S74006/2024**

**Property Information And Particulars**

In response to an enquiry pursuant to Section 7 of the

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

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**TO:** Searchlight Technology  
PO Box 232  
RUNDLE MALL SA 5000

**DETAILS OF PROPERTY REFERRED TO:**

ASSESSMENT NO	:	109212
VALUER GENERAL NO	:	8609468339
VALUATION	:	\$490,000.00
OWNER	:	Mr Craig Jeffrey Hall & Mrs Joanna Francis Hall
PROPERTY ADDRESS	:	7/67 States Road MORPHETT VALE SA 5162
VOLUME/FOLIO	:	CT-6096/459
LOT/PLAN NUMBER	:	Community Plan Parcel 7 CP 27353
WARD	:	03 Knox Ward

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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	145/612/2011
Description	Construct two residential flat buildings each containing five dwellings with associated carparking and landscaping
Decision	Approved
Decision Date	14 February 2012

##### Development Plan Consent Conditions

1. All development shall be completed 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 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 bin or enclosure
  - ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of Council, to the occupiers of adjacent land.

Application Number	145/1779/2013
Description	Attached flat roof verandah
Decision	Approved
Decision Date	19 August 2013

##### 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. The colours and finishes of all external building materials shall match or complement those of the principal building(s).
3. During construction and at all times thereafter, stormwater generated from the development shall be diverted away from all buildings, shall not pond against or near the footings and shall not be discharged onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a council approved stormwater drainage system.
4. 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.
- Ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of council, to the occupiers of adjacent land.

## **Planning Act 1982 (repealed)**

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

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

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

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

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

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

*Part 5 – Planning and Design Code*

### **Zones**

General Neighbourhood (GN)

### **Subzones**

NO

### **Zoning overlays**

#### **Overlays**

##### **Affordable Housing**

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

##### **Future Local Road Widening**

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

##### **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.

##### **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.

##### **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 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

### *Section 155*

Emergency order NO

### *Section 157*

Fire safety notice NO

### *Section 192 or 193*

Land Management Agreements NO

### *Section 198(1)*

Requirement to vest land in a council or the Crown to be held as open space NO

### *Section 198(2)*

Agreement to vest land in a council or the Crown to be held as open space NO

### *Part 16 - Division 1*

Proceedings NO

### *Section 213*

Enforcement notice NO

### *Section 214(6), 214(10) or 222*

Enforcement order NO

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

### *Part 3*

Notice NO

### *Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) revoked*

Part 2 – Condition (that continues to apply) of an approval NO

### *Public and Environmental Health (Waste Control) Regulations 2010 revoked*

Regulation 19 - Maintenance order (that has not been complied with) NO

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

### *Section 92*

Notice NO

*South Australian Public Health (Wastewater) Regulations 2013* NO  
Part 4 – Condition (that continues to apply) of an approval

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

## **Particulars relating to environment protection**

### *Further information held by council*

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 *Development Act 1993*) or the *Planning, Development and Infrastructure Act 2016*?

### **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 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 easement? NO

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

(The information does not include the information about sublease or subtenancy. NO  
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 18 October 2024

Thomas Caiapich  
(Acting) Team Leader Development Support  
**AUTHORISED OFFICER**

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

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**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.

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**LOCAL GOVERNMENT RATES SEARCH**


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**TO:** Searchlight Technology  
PO Box 232  
RUNDLE MALL SA 5000

18 October 2024

**DETAILS OF PROPERTY REFERRED TO:**

Property ID : 74688  
Valuer General No : 8609468339  
Valuation : \$490,000.00  
Owner : Mr Craig Jeffrey Hall & Mrs Joanna Francis Hall  
Property Address : 7/67 States Road MORPHETT VALE SA 5162  
Volume/Folio : CT-6096/459  
Lot/Plan No : Community Plan Parcel 7 CP 27353  
Ward : 03 Knox 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>\$1,720.60</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	-\$430.60
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	\$1,290.00
Property Related Debts	\$0.00

**BPAY Biller Code:** 421503  
**Ref:** 1126200746889

**TOTAL BALANCE**

**\$1,290.00**

**AUTHORISED OFFICER**  
Kate Vonow

This statement is made the 18 October 2024



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: 2615994

SEARCHLIGHT TECHNOLOGY PTY LTD  
POST OFFICE BOX 232  
RUNDLE MALL SA 5000

## DATE OF ISSUE

18/10/2024

## ENQUIRIES:

Tel: (08) 8226 3750

Email: revsaesl@sa.gov.au

## OWNERSHIP NUMBER

15574752

## OWNERSHIP NAME

C J & J F HALL

## PROPERTY DESCRIPTION

U7 67 STATES RD / MORPHETT VALE SA 5162 / LT 7 C27353

## ASSESSMENT NUMBER

8609468339

## TITLE REF.

(A "+" indicates multiple titles)

CT 6096/459

## CAPITAL VALUE

\$490,000.00

## AREA / FACTOR

R4  
1.000

## LAND USE / FACTOR

RE  
0.400

## LEVY DETAILS:

## FINANCIAL YEAR

2024-2025

## FIXED CHARGE

## + VARIABLE CHARGE

## - REMISSION

## - CONCESSION

## + ARREARS / - PAYMENTS

## = AMOUNT PAYABLE

\$ 50.00  
\$ 184.60  
\$ 113.65  
\$ 0.00  
\$ 0.04  
\$ 120.99

## 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

16/01/2025



Government of  
South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



# CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

## PAYMENT REMITTANCE ADVICE

## OWNERSHIP NUMBER

15574752

## OWNERSHIP NAME

C J & J F HALL

## ASSESSMENT NUMBER

8609468339

## AMOUNT PAYABLE

\$120.99

## AGENT NUMBER

100031295

## AGENT NAME

SEARCHLIGHT TECHNOLOGY PTY LTD

## EXPIRY DATE

16/01/2025

+80013576360022> +001571+ <0550512424> <0000012099> +444+

**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](http://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: 2615994

**DATE OF ISSUE**

18/10/2024

SEARCHLIGHT TECHNOLOGY PTY LTD  
POST OFFICE BOX 232  
RUNDLE MALL SA 5000

**ENQUIRIES:**

Tel: (08) 8226 3750

Email: landtax@sa.gov.au

**OWNERSHIP NAME**

C J &amp; J F HALL

**FINANCIAL YEAR**

2024-2025

**PROPERTY DESCRIPTION**

U7 67 STATES RD / MORPHETT VALE SA 5162 / LT 7 C27353

**ASSESSMENT NUMBER**

8609468339

**TITLE REF.**

(A "+" indicates multiple titles)

CT 6096/459

**TAXABLE SITE VALUE**

\$181,000.00

**AREA**

0.0191 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>= <u>AMOUNT PAYABLE</u></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****16/01/2025****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



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/>

## South Australian Water Corporation

Name:  
C & J HALL

Water & Sewer Account  
Acct. No.: 86 09468 33 9

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

Address:  
U7 67 STATES RD MORPHETT VALE LT7  
C27353

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### Payment Options

**EFT**

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	8609468339



Bill code: 8888  
Ref: 8609468339

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: 8609468339



**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)



Friday, 25 October 2024

Searchlight Technology  
PO Box 232, Rundle Mall SA 5000

Dear Sir/Madam,

**Re: Property Search for Community Corporation 27353 Inc.**

**Registered Proprietor:** Craig and Joanna Hall

**Lot Number:** 7

**Unit Number:** 7

**Paid to Date:** 30/11/2024

**Arrears:** Nil

Please find enclosed documents forming the Section 139 property search as follows:

- Statement pursuant to Section 139 of the Community Titles Act 1996
- Statement of accounts last prepared by the corporation
- Minutes of the general meetings of the Corporation and meetings of its management committee (if any) for a period not exceeding two years
- Corporation bylaws & scheme description
- Corporation registered plan
- Current policies of insurance taken out by the Corporation

**Change of Ownership Advice**

Once settlement is finalised, please send through the advice of the change of ownership to our office as a matter of priority. This can either be posted or emailed to

[corporations@munroproperty.com.au](mailto:corporations@munroproperty.com.au)

Should you have any queries please do not hesitate to contact the undersigned.

Kind Regards,

Flavia Ger

Body Corporate Manager

**MUNRO™ Body Corporate**

**munro**

P 08 8132 2000  
136 The Parade, Norwood  
[munroproperty.com.au](http://munroproperty.com.au)  
**RLA 150778**

**Munro Property Group Pty Ltd**

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

Date of Statement: **25 October 2024**

**Community Lot in respect of which the Statement is issued: Lot 7 in Community Plan No. 27353 at 67 States Road, MORPHETT VALE SA 5162**

Person requesting certificate:

**Name: SEARCHLIGHT TECHNOLOGY,**

**Address: PO Box 232, Rundle Mall SA 5000**

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

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

Total amount last determined with respect to the lot

Amount	Period
\$792.91	01 Jun 2024 to 31 May 2025

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

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

Amount	Period	Date due
\$195.28	01 Jun 2024 to 31 Aug 2024	01 Jun 2024
\$199.21	01 Sep 2024 to 30 Nov 2024	01 Sep 2024
\$199.21	01 Dec 2024 to 28 Feb 2025	01 Dec 2024
\$199.21	01 Mar 2025 to 31 May 2025	01 Mar 2025

Amount owing \$0.00

Interest due on unpaid levies \$0.00

Amount in credit for prepaid levies \$0.00

**2. Sinking fund – contributions payable by regular periodic instalments or lump sum (section 76(1) of the Act)**

Total amount last determined with respect to the lot

Amount	Period
\$93.00	01 Jun 2024 to 31 May 2025

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

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

Amount	Period	Date due
\$16.74	01 Jun 2024 to 31 Aug 2024	01 Jun 2024
\$25.42	01 Sep 2024 to 30 Nov 2024	01 Sep 2024
\$25.42	01 Dec 2024 to 28 Feb 2025	01 Dec 2024
\$25.42	01 Mar 2025 to 31 May 2025	01 Mar 2025

Amount owing \$0.00

Interest due on unpaid levies \$0.00

Amount in credit for prepaid levies \$0.00

**3. Special contributions**

None

**4. Particulars of Assets and Liabilities of the Corporation**

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

## 5. Particulars of any Expenditure

(a) Incurred by the Corporation

As per attached minutes.

(b) Resolved to be incurred to which the unit holder must, or is likely to be required to, contribute

As per attached minutes.

## 6. Insurance policies

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

Policy No.	ST503499	CHU Underwriting Agencies Pty Ltd			
Type:	Common Property	Broker:			
Premium:	\$1,633.15	Paid on:	22/03/2024	Policy start date:	28/03/2024      Next due: 28/03/2025
Cover		Sum insured		Excess	
Sum Insured		\$205,000.00		\$500.00	
Community Property (Community Income)		\$30,750.00		\$500.00	
Public or Legal Liability		\$20,000,000.00			
Voluntary Workers		200,000 / 2,000			
Fidelity Guarantee		\$100,000.00			
Government Audit Costs		\$25,000.00			
Appeal Expenses		\$100,000.00			
Legal Defence Expenses		\$50,000.00			
Flood		SELECTED		\$500.00	
Office Bearers Legal Liability		\$250,000.00			

## 7. Documents Supplied

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

The information provided is accurate as at the date of this Statement and is not intended to be relied upon by any party other than the person who requested this Statement under Section 139 of the Act.

NOTE:

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

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This Statement was prepared on behalf of Community Corporation 27353 Inc. by



Flavia Ger  
Body Corporate Manager  
**MUNRO™ Body Corporate**



# INTERIM REPORTS

**for the financial year to 30/09/2024**

Community Title Scheme 27353

67 States Road, MORPHETT VALE SA 5162

Manager: Flavia Ger

Munro Property Group Pty Ltd  
136 The Parade NORWOOD SA 5067  
08 8132 2000  
bc@munroproperty.com.au  
[www.munroproperty.com.au](http://www.munroproperty.com.au)

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# Statement of Financial Position

As at 30/09/2024

Munro Property Group Pty Ltd  
136 The Parade NORWOOD SA 5067  
08 8132 2000  
bc@munroproperty.com.au  
[www.munroproperty.com.au](http://www.munroproperty.com.au)

Community Corporation 27353 Inc.

67 States Road, MORPHETT VALE SA 5162

	Current period
<b>Owners' funds</b>	
<b>Administrative Fund</b>	
Operating Surplus/Deficit--Admin	142.91
Owners Equity--Admin	6,626.64
	<u>6,769.55</u>
<b>Sinking Fund</b>	
Operating Surplus/Deficit--Sinking	(2,388.13)
Owners Equity--Sinking	7,740.97
	<u>5,352.84</u>
<b>Net owners' funds</b>	<u><u>\$12,122.39</u></u>
<b>Represented by:</b>	
<b>Assets</b>	
<b>Administrative Fund</b>	
Cash at Bank--Admin	6,769.55
	<u>6,769.55</u>
<b>Sinking Fund</b>	
Cash at Bank--Sinking	5,352.84
	<u>5,352.84</u>
<b>Unallocated Money</b>	<u>0.00</u>
<i>Total assets</i>	<u>12,122.39</u>
<b>Less liabilities</b>	
<b>Administrative Fund</b>	<u>0.00</u>
<b>Sinking Fund</b>	<u>0.00</u>
<b>Unallocated Money</b>	<u>0.00</u>
<i>Total liabilities</i>	<u>0.00</u>
<b>Net assets</b>	<u><u>\$12,122.39</u></u>



**Statement of Financial Performance**  
**for the financial year-to-date**  
**01/06/2024 to 30/09/2024**

Munro Property Group Pty Ltd  
136 The Parade NORWOOD SA 5067  
08 8132 2000  
bc@munroproperty.com.au  
[www.munroproperty.com.au](http://www.munroproperty.com.au)

Community Corporation 27353 Inc.

67 States Road, MORPHETT VALE SA 5162

**Administrative Fund**

		<b>Current period</b>	<b>Annual budget</b>	<b>Variance</b>
		01/06/2024-30/09/2024	01/06/2024-31/05/2025	(\$)
<b>Revenue</b>				
143000	Levies Due--Admin	4,241.84	8,526.00	(4,284.16)
<i>Total revenue</i>		4,241.84	8,526.00	(4,284.16)
<b>Less expenses</b>				
153820	Admin - Contractor Compliance Management	33.00	99.00	(66.00)
150900	Admin--Accounting--Tax Return	265.00	295.00	(30.00)
150800	Admin--Auditors--Audit Services	220.00	220.00	0.00
151401	Admin--Bank Charges--Account Fees	2.52	40.00	(37.48)
154000	Admin--Consultant Fees	1,042.00	3,126.00	(2,084.00)
153809	Admin--Consultant--Comms/Data/Technology	166.64	500.00	(333.36)
153802	Admin--Consultant--Meeting Fee	440.00	200.00	240.00
151605	Admin--Consultant--Public Officer Fee	33.00	99.00	(66.00)
159100	Insurance--Premiums	394.03	1,497.00	(1,102.97)
159200	Insurance--Valuation	385.00	0.00	385.00
164800	Maint Bldg--Electrical--Repairs	159.34	350.00	(190.66)
166700	Maint Bldg--Gates	0.00	400.00	(400.00)
179000	Maint Grounds--Gardening	693.00	1,200.00	(507.00)
178800	Maint Grounds--Paving	182.26	0.00	182.26
190200	Utility--Electricity	83.14	500.00	(416.86)
<i>Total expenses</i>		4,098.93	8,526.00	(4,427.07)
<b>Surplus/Deficit</b>		142.91	0.00	142.91
Opening balance		6,626.64	6,626.64	0.00
<b>Closing balance</b>		<b>\$6,769.55</b>	<b>\$6,626.64</b>	<b>\$142.91</b>

**Sinking Fund**

		<b>Current period</b>	<b>Annual budget</b>	<b>Variance</b>
		01/06/2024-30/09/2024	01/06/2024-31/05/2025	(\$)
<b>Revenue</b>				
243000	Levies Due--Sinking	453.32	1,000.00	(546.68)
	<i>Total revenue</i>	453.32	1,000.00	(546.68)
<b>Less expenses</b>				
266600	Maint Bldg--Gate/Roller Door--Replacement	0.00	2,114.09	(2,114.09)
266700	Maint Bldg-Gates	2,841.45	0.00	2,841.45
	<i>Total expenses</i>	2,841.45	2,114.09	727.36
<b>Surplus/Deficit</b>		(2,388.13)	(1,114.09)	(1,274.04)
	Opening balance	7,740.97	7,740.97	0.00
<b>Closing balance</b>		<b>\$5,352.84</b>	<b>\$6,626.88</b>	<b>-\$1,274.04</b>



## MINUTES OF THE ANNUAL GENERAL MEETING OF COMMUNITY PLAN 27353

Meeting In accordance with the Community Titles Act 1996

**Community Corporation 27353 Inc.  
67 States Road, MORPHETT VALE, SA, 5162**

In accordance with the *Community Titles Act 1996 Section 81 (1)* the Officers of the Corporation called the Annual General Meeting.

DATE: **11 July 2023**

TIME: **02:00 PM**

LOCATION: **Munro Property Group, Level 1, Suite 3, 136 The Parade, Norwood, SA, 5067**

**<https://msteams.link/LOGN>**

### Attendance

Lot 1	Olivia Marie Cooper & Tracey Ann Cooper	Electronic vote
Lot 2	Andrew John Cameron	Electronic vote
Lot 3	Olivia Marie Cooper	Electronic vote
Lot 4	Julie Davis	Electronic vote
Lot 5	Jacomina Anthonia Humphrys	Electronic vote
Lot 6	David Ware	Electronic vote
Lot 8	Mark & Theresa Stevens	Owner present

### Others in attendance

Flavia Ger on behalf of Munro.

### Quorum

In accordance with the Community Titles Act 1996 Section 83 (4), a quorum is determined by dividing the number of persons entitled to attend and vote (financial members) at the meeting by two, disregarding any fraction and adding one. At the time of the meeting, a quorum of owners was present therefore, the meeting opened at 02:00 PM.

### Meeting Opening, Appointment of Meeting Chairperson & Minute Secretary

To resolve that Flavia Ger of Munro would assist the Presiding Officer by conducting the meeting; and assist the Secretary in the recording of minutes as per *The Community Titles Act 1996 Section 83(3a)*.

**Passed by Simple Majority**

## **Declaration of Interest**

In accordance with *The Community Titles Act 1996 Section 85*, it is a legal requirement for members to make known to the meeting any direct or indirect financial interest in matters to be voted upon at a properly convened meeting. NO declarations were noted.

## **Confirmation of Previous Minutes**

In accordance with *The Community Titles Act 1996 Section 81(5a)* to resolve that the minutes of the last Annual General Meeting held on the 12th of July 2022 be confirmed as a true record of the proceedings of that meeting.

### **Passed by Simple Majority**

## **Acceptance of Financial Statements**

In accordance with *The Community Titles Act 1996 Section 81(5(d))* and *The Community Titles Regulations 2011 Section 16*, to resolve that the full financial statements year ending 31st of May 2023 having been circulated, tabled and discussed be accepted as a true and accurate record of the Corporation's financial standings.

### **Passed by Simple Majority**

## **Appointment of Body Corporate Manager**

To resolve that Munro are to be appointed as manager of the Corporation in accordance with *The Community Titles Act 1996 Section 76(9)* and to assist the appointed officer bearers via delegation for the following 12 months. To further resolve that the Presiding Officer be authorised to sign the management agreement.

### **SERVICES COVERED BY ANNUAL MANAGEMENT FEE**

*See Management Contract of Appointment*

The Manager has the functions and duties provided for under the Act including:

#### Accounting

- Establish and operate a bank account in the name of the Corporation or a trust account for the Corporation;
- Keep books of account covering all income and expenditure and assets and liabilities of the Corporation;
- Prepare annual financial statements of all income and expenditure and assets and liabilities of the Corporation (the annual accounts);
- Issue notices for fees set and special fees levied by the Corporation;
- Pay invoices on behalf of the Corporation (provided reasonable funds are held by the Corporation);
- Reconciliation of account.

#### Insurance

- Arrange insurance or renewal only with or through the authorising licensees listed in Clause 1.2 in accordance with the authority(ies) to provide insurance services listed in Clause 1.2, unless the Manager or the Manager's employer holds its own Australian Financial Services Licence covering the provision of the services;
- Arrange a valuation of the cost of reinstatement and replacement of the building/s when requested by the Corporation;
- Prepare and lodge routine insurance claims with insurers/brokers (max. 15 minutes);

- Provide any other insurance services in respect of insurance products offered through the authorising licensees as listed in Clause 1.2, or as otherwise authorised by the Australian Financial Services Licence held by the Manager, or the Manager's employer.

#### Documentation

- Maintain register of owners' names and addresses;
- Issue all Corporation search certificates and answer reasonable enquiries at the relevant cost of the applicant/enquirer;
- Deal with routine inwards and outward correspondence;
- Keep and supervise the use of the common seal;
- Keep the records of the Owners Corporation including minutes and ballots.

-

#### Annual General Meeting

- Convene, submit a budget and financial statement to and record minutes of the Annual General Meeting; Attendance at Annual General Meeting may be charged as Additional Services as set out in 2.2;
- Any meeting held outside the Manager's office may attract a fee for travel time as set out in 2.2;

#### Maintenance

- Arrange for minor (< \$1,000 or 15 minutes) repairs and maintenance of Corporation's common property.

#### Guidance

- Provide guidance to the Corporation to enable the Corporation to carry out and perform its duties and functions, as set out in this clause.

#### General

- Generally implement the decisions and instructions of the Corporation with respect to its duties and functions as set out in this contract.

If additional services in Clauses 2.2 and 2.3, and the Special Conditions as stated in the management contract of appointment are provided, they will be charged to the Corporation where applicable. These charges may include government charges, registering as public officer, disbursements, data storage, audit charges and tax document preparation if necessary. These charges will be debited to the Corporation as actually expended.

#### **Passed by Simple Majority**

## **Election of Office Bearers**

The Chairperson will declare the positions vacant and call for nominations for Presiding Officer, Secretary and Treasurer. The current office bearers are as follows:

Presiding Officer – Thomas Taylor  
Secretary – Thomas Taylor  
Treasurer – David Ware

Alternative / further nominations can be sought from the floor at the meeting.

To resolve in accordance with *The Community Titles Act 1996 Section 76*, that the Corporation fill the above positions as per successful nomination at the meeting.

As per The Community Titles Act 1996 Section 92, If a vacancy arises in any of the positions, the position will need to be filled at a General Meeting, or, if the corporation has a management committee, the committee may, by ordinary resolution, appoint a lot owner to fill the vacancy.

### **Passed by Simple Majority**

## **Appointment of Management Committee**

The current Management Committee is comprised of the Office Bearers.

To resolve the appointment of a Management Committee as per successful nomination at meeting, in addition to Mark Stevens.

To further resolve that the Management Committee be authorised to give consent for each occurrence of unplanned maintenance work, that may occur throughout the year.

*The Community Titles Act 1996 Section 92(2)* states that: Subject to this Act and to any limitations imposed by the Corporation or by the bylaws of the community scheme, a management committee has full power to transact any business of the corporation.

Munro recommends the appointment of a management committee to ensure that the management consultant has the required directives from the representatives to carry out its business as it sees fit.

The management committee has the authority to approve quotes, some minor additions, alterations, and approvals, however may (at its discretion) call a General Meeting to consult with all owners on any matter.

Owners are requested to note that the management committee does not have the power to authorise anything for which a special or unanimous resolution of the Corporation is required by the Act or the bylaws.

Management committees are authorised to give consent for each occurrence of unplanned maintenance work that may occur throughout the year.

Munro advises that additional fees may apply if a representative is invited to attend committee meetings, assisting with chairing, and recording the minutes.

Should a management consultant not be required, it is the responsibility of the Secretary to ensure that detailed minutes are taken and provided to Munro to hold on file and carry out any requests in accordance with the contract of appointment.

### **Passed by Simple Majority**

## Review of Insurance

As per *The Community Titles Act 1996 Section 103(1a) & (2(b,c))* the Corporation must insure the buildings and other improvements (if any) on the common property for the full cost of replacement with new materials. As per *Section 104 of The Community Titles Act 1996*, the Corporation must also hold fidelity guarantee cover and public liability cover, in addition to any other insurance required by the Act, its regulations or the Corporation bylaws.

In accordance with *The Community Titles Act 1996 Section 81(5, d, iiib)* and *The Community Titles Regulations 2011 Regulation 16*, the current insurance details for the corporation are as follows:

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
ST503499	CHU 1 Strata Insurance	28 Mar 2024	Sum Insured	\$159,000.00
			Community Property (Community Income)	\$23,850.00
			Public or Legal Liability	\$20,000,000.00
			Voluntary Workers	\$200,000.00
			Fidelity Guarantee	\$100,000.00
			Government Audit Costs	\$25,000.00
			Appeal Expenses	\$100,000.00
			Legal Defence Expenses	\$50,000.00
			Flood	SELECTED
TOTAL PREMIUM: \$1,242.23				

Munro is an authorised representative of Corporate Home Unit Underwriting Agencies Pty. Ltd and an Authorised Distributor of Strata Community Insurance Pty Ltd.

Owners wanting a copy of the relevant Product Discloser Statement (PDS) or Financial Services Guide (FSG) can download a copy from the relevant insurer's website, or alternatively request one from the Munro office.

Munro is qualified to give general advice and information about insurance, not personal advice. If the Corporation requires specialist insurance advice, Munro can refer the Corporation to an insurance advisor. Munro advised the members that they are not qualified to advise on a replacement value and if guidance is required, the advice of a licensed valuer should be obtained. Munro recommends that the Corporation consider undertaking a valuation every 3-5 years to accommodate for market fluctuations, major catastrophe, and legislation changes.

Munro will not be held responsible for the decision of the Corporation relating to the sum insured and will be indemnified by the Corporation in the event a claim is not met in full due to the Corporation being under or uninsured.

### Lotholders / Landlords / Contents Insurance

Munro advises all owners that the Corporation's insurance does not cover the individual lot, landlord or contents insurance. Each owner is responsible for ensuring that they have cover in place which suits

their individual needs for all buildings and improvements on their lot, as well as their own landlords or contents cover. The Corporation's policy also does not include public liability cover for individual lots. If owners require building cover for their lot, Munro can be contacted for assistance.

Owners are to be aware that they may be required by law to provide evidence of their building insurance, either under *The Community Titles Act 1996 Section 106(2)* or the Corporation bylaws.

#### Insurance Claims

Owners are advised that any successful claim will attract an excess and will likely affect the premium upon renewal. If a claim is made because of lack of maintenance by the Corporation, the Corporation will be responsible for paying the excess. The owner will generally be responsible for the payment of the excess in all other instances.

Owners are advised that claims made against the Corporation's insurance policy associated with lack of maintenance or naturally occurring deterioration (wear and tear) may be refused by the insurer. The Corporation should ensure that regular repairs and maintenance should be planned and carried out to prevent damage to the common property.

Claims also associated with non-rectification of an insured property defect, error, or omission that you were aware of or should reasonably have been made aware of may also be refused by the insurer.

Owners are further advised that when making a claim against malicious damage, theft, arson etc. a Police Incident Report (PIR) number will be required by the insurer and the report should be made as soon as the insured is aware of the loss.

If owners are unsure as to what is required when making a claim, they are to refer to the insurer's PDS.

### **Insurance Valuation & Renewal Instructions**

In accordance with *The Community Titles Act 1996 Section 103(2)*, the Corporation must consider the value of the sum insured to include a total rebuild of the common property. It is stated in *The Community Titles Act 1996 Section 103(3)* that any shortfall resulting in the under insurance must be met by the Corporation members.

Munro advised the members that they are not qualified to advise on a replacement value for insurance purposes owners are to be mindful that in case of a major event, council legislative requirements may have changed over the years thus incurring additional costs when rebuilding and if the members are unsure as to what the policy should be renewed for, they should obtain the advice of a valuer.

It is noted that there is no recent valuation held on file.

To resolve that Munro renew the insurance as per instructions provided at the meeting.

If no members present or if no clear instructions are received, in order to remain compliant with legislation and to ensure that the common property remains insured at all times, Munro is authorised to automatically renew the Corporation insurance policy up to 2 weeks before maturity each year at the limits of cover held by the Corporation or as determined by a meeting of the Corporation.

### **Passed by Simple Majority**

## **Alternatives for Insurance Valuation & Renewal Instructions**

### **(Option A)**

To resolve that the members consider the current sums insured adequate to cover full replacement value and to keep the same upon renewal as per the obligations under *The Community Titles Act 1996*.

### **(Option B)**

To resolve that Munro arranges an insurance valuation to be carried out for the Corporation, and that the sums insured amount be set as per the recommended replacement value.

**'OPTION A' has been selected with the highest votes.**

A: 5

B: 2

Inv: 0

## **Alterations, Additions & Approvals**

Owners are advised that Corporation approval may be required for certain things including (but not limited to) prescribed works, pets, and exclusive use of common property. Some approvals require the passing of a special or unanimous resolution and cannot be considered unless the exact wording of the proposal is included in the agenda.

"Prescribed work" in relation to a unit means:

- (a) the erection, alteration, demolition or removal of a building;
- (b) the alteration of the external appearance of a building.

If owners are unsure if Corporation approval is required, they are to contact Munro for further clarification.

## **Common Property Maintenance**

As per The Community Titles Act Section 75(1(b)) it is the responsibility of the Corporation to carry out repairs and maintenance to the common property and ensure that its integrity is maintained.

### Numbering of intercoms

The members discussed numbering the intercoms at the front gate. It was noted that the current identification numbers on the intercom board have faded and become difficult to read, especially at night. The existing numbers, seemingly written in ink, have turned yellow over time, making it challenging for residents to identify units even with backlighting.

The owner of Lot 8, Mark Stevens expressed his willingness to undertake the task of organising new identification numbers for each unit on the intercom board. It was agreed that the owner of Lot 8 be authorised to proceed with this task and be reimbursed from the corporation funds for the expenses incurred upon submission of receipts.

### Annual Gate Maintenance

The manager was requested to arrange annual gate maintenance. The manager will issue a work order to Smart Tormax to undertake every August.

### Electronic gate activation from the individual units

The owner of Lot 8, Mark Stevens advised that he had a discussion with Airphone Support on the electronic gate activation from the units. To enable this to happen, the intercom will need to be programmed and then the gates will be able to be opened by the internal unit. Mark Stevens agreed to coordinate this work and it was agreed to reimburse him from the corporation funds for the expenses incurred upon submission of receipts.

### Gutter Cleaning

As the corporation is a Community Title and the buildings are not common property, owners agreed to undertake their own gutter cleaning.

### Emergency Works

In the event of a common property emergency, Munro is to be contacted in the first instance on 08 8132 2000. In the event of afterhours emergencies, the call will be directed to HPG Insurance & Maintenance Works. Please note that this service is above and beyond the standard service provided and will incur additional charges at an hourly rate.

If the works are not deemed an emergency or are determined to be the responsibility of the owner, costs will be passed to the owner for recovery.

## General Business

### No parking on common driveway

It was noted that a letter was sent recently to all owners and property managers to advise their tenants not to park on the common property. Concerns were raised by residents that cars were frequently being parked in the common driveway, restricting access for residents. Under the corporation by-laws, cars are not permitted to be parked on the common property and are not permitted to obstruct vehicular or pedestrian traffic. Bylaw- Part 2. 4, states- *"A Proprietor or Occupier of a lot or a person upon the Common Property by their authority may not park in the driveway. And no person shall maintain or repair vehicles upon any part of the Common Property, except in the case of emergency and then only to the extent necessary to remove the vehicle from the Common Property."* The letter requested any vehicles associated with an owner's lot, is not interfering with the rights of other residents at the property and penalties may apply for breach of the above Bylaw.

### Rubbish Bins to be collected in a timely manner.

It was also noted that bins are left on the council verge and not being collected in a timely manner. All residents were requested to adhere to the following as stated in section (Bylaw 7)

*"Garbage bins shall be stored upon the Community Lot in a position such that it is not visible from the front of the Lot, or Common Property.*

*Lot Owners shall place garbage bins for collection at the kerbside on States Road in such a position so as not to affect traffic on States Road nor access to the driveway. Bins should not be placed in such a location that requires trucks to drive on any part of the common property.*

*The Proprietor or Occupier of a Lot must not;*

- (1) bring or accept objects or materials onto the Lot or Common Property that are likely to cause justified offence to the other Lot owners or occupiers or;*
- (2) allow refuse to accumulate so as to cause justified offence to others."*

A letter was sent to all owners and property managers regarding the above issue advising that penalties may apply for breach of the above Bylaw.

## BUDGET & CONTRIBUTIONS

### Review & Acceptance of Administration Fund

To resolve in accordance with *The Community Titles Act 1996 Section 116*, that the proposed administration budget and consequently the annual contributions being \$8,399.00 be accepted.

**Passed by Simple Majority**

### Review & Acceptance of Sinking Fund

To resolve in accordance with *The Community Titles Act 1996 Section 116*, that the proposed sinking fund budget and consequently the annual contributions being \$720.00 be accepted.

**Passed by Simple Majority**

### Contributions

Both contributions are to be divided by lot entitlement and paid in quarterly instalments.

### Forward Budget

To resolve that Munro act upon instructions given at the meeting.

**Passed by Simple Majority**

### Alternatives for Forward Budget

**(Option A)** To resolve to obtain a sinking fund analysis report for the purposes of long-term budgeting. This is to be sent to the management committee for further instructions once received.

**(Option B)** To resolve that a sinking fund analysis report is not required at this time as there is no capital expenditure anticipated in the next 5 years.

**'OPTION B' has been selected with the highest votes.**

A: 3

B: 4

Inv: 0

## **Confirmation Debt Recovery Process for Arrears**

As per *The Community Titles Act 1996 Section 114(8)*, "a contribution, instalment or interest may be recovered as a debt", to resolve unanimously to uphold the current policy of debt recovery, which is as follows:

### Current Process for Collection Unpaid Contributions

- For levies unpaid 14 days after their due date, owner/s will receive a reminder letter and a text message (stage 1).
- For levies unpaid 60 days after their due date and greater than \$50.00, the owner/s will receive a final notice outlining the cost associated with transferring the recovery to a lawyer and a text message (stage 2, cost \$33.00).
- For levies unpaid 90 days after their due date and greater than \$500.00, the owner/s will receive a notice outlining that the recovery of overdue levies will be transferred to a solicitors' office specialising in debt recovery (stage 3, cost \$66.00).
- Any and all additional solicitors' costs will be payable by the owner

All costs initially will need to be met by the Corporation but will be recovered by the action and applied to the lot owner's account.

### Interest Charged on Overdue Accounts

As per *The Community Titles Act 1996 Section 14(b)* the Corporation may "fix (in accordance with the regulations) interest payable in respect of a contribution, or an instalment of a contribution, that is in arrears." The Corporation to confirm that the interest rate of 15% per annum be applied to owners who fall in arrears with their payments.

Munro is to be contacted if an owner is having difficulty paying on time, so fees are minimised or negotiated, interest charged may be waived if an adequate payment plan is maintained and adhered to.

### **Passed by Simple Majority**

## **Appointment of Public Officer**

To resolve that Mr Joshua Baldwin of Munro act as Public Officer as defined under *The Income Tax Assessment Act 1936*.

Under *The Income Tax Assessment Act 1936*, a person is required to be nominated to act as public officer for the Corporation. An owner can fill this position however this can present issues should ownership of the lot change at any time.

### **Passed by Simple Majority**

## **Engagement of Auditor**

To resolve as per *The Community Titles Act 1996 Section 138* that NRM Johnson be engaged to audit the annual statement of accounts.

NRM Johnson is a registered company auditor within the meaning of *The Corporations Act 2001* of the Commonwealth.

### **Passed by Simple Majority**

## **Member Register**

The members register may be circulated as a confidential document to all owners upon request. Should you prefer not to have your details circulated, please advise the manager in writing.

To ensure you receive all corporation communications, please ensure you advise our office of a valid email address and advise of any contact changes that may occur.

Owners are reminded that correspondence and financial files are available for inspection upon request and with prior arrangement during regular business hours at the offices of Munro Property Group.

## **Next Meeting Date & Meeting Closure**

The next annual general meeting will be in approximately 12 months' time. The manager will confirm the meeting details closer to the time.

## **Meeting Close**

The meeting closed at 02:30 PM.



## Approved Budget to apply from 01/06/2023

Munro Property Group Pty Ltd  
136 The Parade NORWOOD SA 5067  
08 8132 2000  
bc@munroproperty.com.au  
[www.munroproperty.com.au](http://www.munroproperty.com.au)

Community Corporation 27353 Inc.

67 States Road, MORPHETT VALE SA 5162

### Administrative Fund

Approved  
budget

#### Revenue

Levies Due--Admin	8,399.00
<i>Total revenue</i>	<u>8,399.00</u>

#### Less expenses

Admin - Contractor Compliance Management	78.00
Admin--Accounting--Tax Return	265.00
Admin--Auditors--Audit Services	165.00
Admin--Bank Charges--Account Fees	40.00
Admin--Consultant Fees	3,000.00
Admin--Consultant--Disbursements	440.00
Admin--Consultant--Meeting Fee	165.00
Admin--Consultant--Public Officer Fee	99.00
Insurance--Premiums	1,497.00
Maint Bldg--Electrical--Repairs	350.00
Maint Bldg--Gates	400.00
Maint Grounds--Gardening	1,200.00
Utility--Electricity	700.00
<i>Total expenses</i>	<u>8,399.00</u>

#### Surplus/Deficit

0.00

Opening balance 5,585.81

#### Closing balance

\$5,585.81

Total units of entitlement	10000
Levy contribution per unit entitlement	\$0.84

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

Levies Due--Sinking

720.00

*Total revenue*

720.00

**Surplus/Deficit**

720.00

Opening balance

7,020.97

**Closing balance**

\$7,740.97

Total units of entitlement

10000

Levy contribution per unit entitlement

\$0.07



## MINUTES OF THE ANNUAL GENERAL MEETING OF COMMUNITY PLAN 27353

Meeting In accordance with the Community Titles Act 1996

**Community Corporation 27353 Inc.**  
**67 States Road, MORPHETT VALE, SA, 5162**

In accordance with the *Community Titles Act 1996 Section 81 (1)* the Officers of the Corporation called the Annual General Meeting.

DATE: **2 July 2024**  
TIME: **02:00 PM**  
LOCATION: **Munro Property Group, 136 The Parade, Norwood, SA, 5067**  
**<https://msteams.link/4PV7>**

### Attendance

Lot 1	Olivia Marie Cooper & Tracey Ann Cooper	Electronic vote
Lot 2	Andrew John Cameron	Electronic vote
Lot 3	Olivia Marie Cooper	Electronic vote
Lot 4	Julie Davis	Electronic vote
Lot 5	Jacomina Anthonia Humphrys	Electronic vote
Lot 6	Maya Hitesh Patel	Electronic vote
Lot 9	Thomas & Caterina Taylor	Represented

### Others in attendance

Flavia Ger on behalf of Munro.

### Quorum

In accordance with *The Community Titles Act 1996 Section 83(4)*, a quorum is determined by dividing the number of persons entitled to attend and vote (financial members) at the meeting by two, disregarding any fraction and adding one. At the time of the meeting, a quorum of financial members were present, therefore the meeting opened at 02:00 PM.

### MEETING OPENING, APPOINTMENT OF MEETING CHAIRPERSON & MINUTE SECRETARY

Resolved that Flavia Ger of Munro would assist the Presiding Officer by conducting the meeting; and assist the Secretary in the recording of minutes as per *The Community Titles Act 1996 Section 83(3a)*.

### Passed by Simple Majority

### DECLARATION OF INTEREST

In accordance with *The Community Titles Act 1996 Section 85*, it is a legal requirement for members to make known to the meeting any direct or indirect financial interest in matters to be voted upon at a properly convened meeting. No declarations were noted.

## **CONFIRMATION OF PREVIOUS MINUTES**

Resolved, in accordance with *The Community Titles Act 1996 Section 81(5a)*, that the minutes of the last Annual General Meeting held on the 11th of July 2023 and Extraordinary General Meeting held on the 28th of May 2024 be confirmed as a true record of the proceedings of that meeting.

**Passed by Simple Majority**

## **ACCEPTANCE OF FINANCIAL STATEMENTS**

Resolved, in accordance with *The Community Titles Act 1996 Section 81(5(d))* and *The Community Titles Regulations 2011 Section 16*, that the full financial statements year ending 31st of May 2024 having been circulated, tabled and discussed be accepted as a true and accurate record of the Corporation's financial standings.

**Passed by Simple Majority**

## **ELECTION OF OFFICE BEARERS**

The Chairperson will declare the positions vacant and call for nominations for Presiding Officer, Secretary and Treasurer. The following owners have been nominated:

Presiding Officer – Thomas Taylor  
Secretary – Andrew Cameron  
Treasurer – Mark Stevens

Alternative / further nominations can be sought from the floor at the meeting.

Resolved in accordance with *The Community Titles Act 1996 Section 76*, that the Corporation fill the above positions as per successful nomination at the meeting.

As per *The Community Titles Act 1996 Section 92*, If a vacancy arises in any of the positions, the position will need to be filled at a General Meeting, or, if the corporation has a management committee, the committee may, by ordinary resolution, appoint a lot owner to fill the vacancy.

**Passed by Simple Majority**

## **APPOINTMENT OF MANAGEMENT COMMITTEE**

The current management committee is comprised of the office bearers.

Resolved the appointment of a management committee as per successful nomination at the meeting.

Resolved that the management committee be authorised to give consent for each occurrence of unplanned maintenance work that may occur throughout the year.

*The Community Titles Act 1996 Section 92(2)* states that: Subject to this Act and to any limitations imposed by the Corporation or by the bylaws of the community scheme, a management committee has full power to transact any business of the corporation.

Munro recommends the appointment of a management committee to ensure that the management consultant has the required directives from the representatives to carry out its business as it sees fit.

The management committee has the authority to approve quotes, some minor additions, alterations, and approvals, however may (at its discretion) call a General Meeting to consult with all owners on any matter.

Owners are reminded that the management committee does not have the power to authorise anything for which a special or unanimous resolution of the Corporation is required by the Act or the bylaws.

Munro advises that additional fees may apply if a representative is invited to attend committee meetings, assisting with chairing, and recording the minutes.

Should a management consultant not be required, it is the responsibility of the Secretary to ensure that detailed minutes are taken and provided to Munro to hold on file and carry out any requests in accordance with the contract of appointment.

### **Passed by Simple Majority**

## **APPOINTMENT OF BODY CORPORATE MANAGER**

Resolved that Munro is to be appointed as manager of the Corporation in accordance with *The Community Titles Act 1996 Section 76(9)* and to assist the appointed officer bearers via delegation for the following 12 months; and that the Presiding Officer be authorised to sign the management agreement.

### **SERVICES COVERED BY ANNUAL MANAGEMENT FEE**

*See Management Contract of Appointment*

The Manager has the functions and duties provided for under the Act including:

#### Accounting

- Establish and operate a bank account in the name of the Corporation or a trust account for the Corporation;
- Keep books of account covering all income and expenditure and assets and liabilities of the Corporation;
- Prepare annual financial statements of all income and expenditure and assets and liabilities of the Corporation (the annual accounts);
- Issue notices for fees set and special fees levied by the Corporation;
- Pay invoices on behalf of the Corporation (provided reasonable funds are held by the Corporation);
- Reconciliation of account.

### Insurance

- Arrange insurance or renewal only with or through the authorising licensees listed in Clause 1.2 in accordance with the authority(ies) to provide insurance services listed in Clause 1.2, unless the Manager or the Manager's employer holds its own Australian Financial Services Licence covering the provision of the services;
- Arrange a valuation of the cost of reinstatement and replacement of the building/s when requested by the Corporation;
- Prepare and lodge routine insurance claims with insurers/brokers (max. 15 minutes);
- Provide any other insurance services in respect of insurance products offered through the authorising licensees as listed in Clause 1.2, or as otherwise authorised by the Australian Financial Services Licence held by the Manager, or the Manager's employer.

### Documentation

- Maintain register of owners' names and addresses;
- Issue all Corporation search certificates and answer reasonable enquiries at the relevant cost of the applicant/enquirer;
- Deal with routine inwards and outward correspondence;
- Keep and supervise the use of the common seal;
- Keep the records of the Owners Corporation including minutes and ballots.

### Annual General Meeting

- Convene, submit a budget and financial statement to and record minutes of the Annual General Meeting; Attendance at Annual General Meeting may be charged as Additional Services as set out in 2.2;
- Any meeting held outside the Manager's office may attract a fee for travel time as set out in 2.2;

### Maintenance

- Arrange for minor (< \$1,000 or 15 minutes) repairs and maintenance of Corporation's common property.

### Guidance

- Provide guidance to the Corporation to enable the Corporation to carry out and perform its duties and functions, as set out in this clause.

### General

- Generally implement the decisions and instructions of the Corporation with respect to its duties and functions as set out in this contract.

If additional services in Clauses 2.2 and 2.3, and the Special Conditions as stated in the management contract of appointment are provided, they will be charged to the Corporation where applicable. These charges may include government charges, registering as public officer, disbursements, data storage, audit charges and tax document preparation if necessary. These charges will be debited to the Corporation as actually expended.

### **Passed by Simple Majority**

## **INSURANCE**

### **Review of Insurance**

As per *The Community Titles Act 1996* Section 103(1a) & (2(b,c)) the Corporation must insure the buildings and other improvements (if any) on the common property for the full cost of replacement with new materials. As per Section 104 of *The Community Titles Act 1996*, the Corporation must also hold fidelity guarantee cover and public liability cover, in addition to any other insurance required by the Act, its regulations or the Corporation bylaws.

In accordance with *The Community Titles Act 1996* Section 81(5, d, iiib) and *The Community Titles Regulations 2011* Regulation 16, the current insurance details for the corporation are as follows:

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
ST503499	CHU 1 Strata Insurance	28 Mar 2025	Sum Insured	\$159,000.00
			Community Property (Community Income)	\$23,850.00
			Public or Legal Liability	\$20,000,000.00
			Voluntary Workers	\$200,000.00
			Fidelity Guarantee	\$100,000.00
			Government Audit Costs	\$25,000.00
			Appeal Expenses	\$100,000.00
			Legal Defence Expenses	\$50,000.00
			Flood	SELECTED
TOTAL PREMIUM: \$1,239.12				

Munro is an authorised representative of Corporate Home Unit Underwriting Agencies Pty. Ltd and an Authorised Distributor of Strata Community Insurance Pty Ltd.

Owners wanting a copy of the relevant Product Discloser Statement (PDS) or Financial Services Guide (FSG) can download a copy from the relevant insurer's website, or alternatively request one from the Munro office.

Munro is qualified to give general advice and information about insurance, not personal advice. If the Corporation requires specialist insurance advice, Munro can refer the Corporation to an insurance advisor. Munro advised the members that they are not qualified to advise on a replacement value and if guidance is required, the advice of a licensed valuer should be obtained. Munro recommends that the Corporation consider undertaking a valuation every 3-5 years to accommodate for market fluctuations, major catastrophe, and legislation changes.

Munro will not be held responsible for the decision of the Corporation relating to the sum insured and will be indemnified by the Corporation in the event a claim is not met in full due to the Corporation being under or uninsured.

#### Lotholders / Landlords / Contents Insurance

Munro advises all owners that the Corporation's insurance does not cover the individual lot, landlord or contents insurance. Each owner is responsible for ensuring that they have cover in place which suits their individual needs for all buildings and improvements on their lot, as well as their own landlords or contents cover. The Corporation's policy also does not include public liability cover for individual lots. If owners require building cover for their lot, Munro can be contacted for assistance.

Owners are to be aware that they may be required by law to provide evidence of their building insurance, either under *The Community Titles Act 1996 Section 106(2)* or the Corporation bylaws.

#### Insurance Claims

Owners are advised that any successful claim will attract an excess and will likely affect the premium upon renewal. If a claim is made because of lack of maintenance by the Corporation, the Corporation will be responsible for paying the excess. The owner will generally be responsible for the payment of the excess in all other instances.

Owners are advised that claims made against the Corporation's insurance policy associated with lack of maintenance or naturally occurring deterioration (wear and tear) may be refused by the insurer. The Corporation should ensure that regular repairs and maintenance should be planned and carried out to prevent damage to the common property.

Claims also associated with non-rectification of an insured property defect, error, or omission that you were aware of or should reasonably have been made aware of may also be refused by the insurer.

Owners are further advised that when making a claim against malicious damage, theft, arson etc. a Police Incident Report (PIR) number will be required by the insurer and the report should be made as soon as the insured is aware of the loss.

If owners are unsure as to what is required when making a claim, they are to refer to the insurer's PDS.

## **Insurance Valuation & Renewal Instructions**

In accordance with *The Community Titles Act 1996 Section 103(2)*, the Corporation must consider the value of the sum insured to include a total rebuild of the common property. It is stated in *The Community Titles Act 1996 Section 103(3)* that any shortfall resulting in the under insurance must be met by the Corporation members.

Munro advised the members that they are not qualified to advise on a replacement value for insurance purposes owners are to be mindful that in case of a major event, council legislative requirements may have changed over the years thus incurring additional costs when rebuilding and if the members are unsure as to what the policy should be renewed for, they should obtain the advice of a valuer.

It is noted that there is no recent valuation held on file.

Resolved that Munro renew the insurance as per instructions provided at the meeting.

If no members present or if no clear instructions are received, in order to remain compliant with legislation and to ensure that the common property remains insured at all times, Munro is authorised to automatically renew the Corporation insurance policy up to 2 weeks before maturity each year at the limits of cover held by the Corporation or as determined by a meeting of the Corporation.

### Placement of Insurance

Resolved that the Corporation accepts the renewal terms from the insurer when the policy becomes due.

In line with the SCA Best Practice Guide, the following documents are attached to the minutes.

- Insurance Renewal Disclosure Advice
- Paid insurance renewal tax invoice

Should no clear instructions be received, in order to remain compliant with legislation and to ensure that the common property remains insured at all times, Munro is authorised to automatically renew the Corporation insurance policy before maturity each year at the limits of cover held by the Corporation.

### Office Bearers Liability

Resolved that the Corporation endorse the insurance policy to include Office Bearers Liability cover for \$250,000 (minimum) at the next renewal.

Office Bearers Liability cover safeguards not only the individuals who volunteer their time and effort to manage the affairs of the Corporation, but also the owners who may simply cast a vote at a General Meeting. Office Bearers Liability insurance provides protection in case office bearers and lot owners are held personally liable for decisions made on behalf of the Corporation.

## **Passed by Simple Majority**

## **Alternatives for Insurance Valuation & Renewal Instructions**

### **(Option A)**

To resolve that the members consider the current sums insured adequate to cover full replacement value and to keep the same upon renewal as per the obligations under *The Community Titles Act 1996*.

### **(Option B)**

To resolve that Munro arranges an insurance valuation to be carried out for the Corporation, and that the sums insured amount be set as per the recommended replacement value.

**'OPTION A' has been selected with the highest votes.**

A: 4

B: 3

Inv: 0

## **Alterations, Additions & Approvals**

As of the agenda issuance, no applications have been submitted for consideration.

Owners are advised that Corporation approval may be required for certain things including (but not limited to) prescribed works, pets, and exclusive use of common property. Some approvals require the passing of a special or unanimous resolution and cannot be considered unless the exact wording of the proposal is included in the agenda.

"Prescribed work" in relation to a unit means:

- (a) the erection, alteration, demolition or removal of a building;
- (b) the alteration of the external appearance of a building.

If owners are unsure if Corporation approval is required, they are to contact Munro for further clarification.

## **COMMON PROPERTY MAINTENANCE**

### **Emergency Works**

In the event of a property emergency, Munro is to be contacted in the first instance on 08 8132 2000. In the event of after-hours emergencies, the call will be directed to HPG Insurance & Maintenance Works. Please note that this service is above and beyond the standard service provided and will incur additional charges at an hourly rate.

If the works are not deemed an emergency or are determined to be the responsibility of the owner, costs will be passed to the owner for recovery.

## **Overhanging Trees from Neighbouring Properties**

It was noted that there is an invasive vine growing along the back fence of Unit 6 coming from the neighbour next door. As per the Trees & Laws legislation, an affected neighbour can trim any overhanging vegetation that encroaches their property or contact them to trim the overhanging vegetation. The manager will contact the property manager of Unit 6 to check if they have been successful in contacting the neighbour.

## **Annual Gate Maintenance**

The manager was requested to arrange annual gate maintenance. The manager will issue a work order to Smart Tormax to undertake the work.

## **Installation of Pedestrian Gate as per EGM held 28 May 2024**

The motion to install the Pedestrian gate was approved at the EGM held in May 2024. Dynamik Trades will be undertaking the installation of the gate as per their quoted scope by removing a common fence panel.

Addit- At the time of the distribution of the minutes, the installation of the gate has been completed. The contractor will be re-attending to arrange the correct lock for the gate. The rear paving work will be discussed with the committee.

## **Business Arising**

### Common Property Maintenance- Gardening

The previous contractor Pro Cut Lawn Mowing & Gardening has advised he cannot undertake the maintenance going ahead. Hence, another contractor Southern Garden Guy has been engaged to undertake the common area maintenance.

### Numbering of Intercoms

The manager will confirm if the intercoms have been numbered.

### Electronic gate activation from the individual units

Security House of SA attended to check the activation from the units. They have advised that the gate activation is working and residents can open the gate remotely when someone presses the intercom. If owners require any assistance, they are to contact Security of House SA on (08) 8162 5500. This would be an owner cost.

## **GENERAL BUSINESS**

### **Member Register**

To ensure you receive all communications from the corporation, please provide Munro Property with a valid email address and notify them promptly of any changes to your contact information.

The members register is a confidential document and distribution of this register must comply with *The Privacy Act 1988*. Requests for access to other members' details should be directed in writing to the secretary of the Corporation. If you prefer not to have your details circulated to other owners, please inform Munro Property in writing. Owners are reminded that correspondence and financial records are available for inspection by appointment during regular business hours at the offices of Munro Property

## **BUDGET & CONTRIBUTIONS**

### **Review & Acceptance of Administration Fund**

Resolved, in accordance with *The Community Titles Act 1996 Section 116*, that the proposed administration budget and consequently the annual contributions being \$8,526.00 be accepted.

Administration funds are collected to pay recurrent expenditure of the Corporation such as the insurance premium.

**Passed by Simple Majority**

## **Review & Acceptance of Sinking Fund**

Resolved, in accordance with *The Community Titles Act 1996 Section 116*, that the proposed sinking fund budget and consequently the annual contributions being \$1,000.00 be accepted.

A community corporation requires a sinking fund under *The Community Titles Act 1996 Section 116 (3)*. Non-recurrent expenditure must be made from the sinking fund and all other recurrent expenditure of the corporation must be made from the administrative fund.

The sinking fund's purpose is not to be used to offset recurrent expenditure of the Corporation unless instructed so by the elected representatives and is additional to the above administration budget.

### **Passed by Simple Majority**

## **Contributions**

Both contributions are to be divided by lot entitlement and paid in quarterly instalments.

## **Forward Budget**

In accordance with *The Community Titles Act 1996 Section 113(1aa)* and *The Community Titles Regulations 2001 Regulation 18A*, corporations that are 7-20 lots, with improvements (including buildings or other structures) on the common property insured for \$100,000 or more, a 3-year forward budget must be presented at each Annual General Meeting. This budget must include any proposed expenditure (other than ongoing costs) for a 3-year period.

Corporations that are 20+ lots, with improvements (including buildings or other structures) on the common property insured for \$100,000 or more, must present a 5-year forward budget at each Annual General Meeting. This budget must include any proposed expenditure (other than ongoing costs) for a 5-year period.

Corporations with less than 7 lots or a common property insurance value of less than \$100,000 are exempt from providing a forward budget.

Munro recommends the Corporation utilise the services of qualified asset surveyors to provide this report should one be required.

Resolved that Munro act upon instructions given at the meeting.

To resolve to obtain a sinking fund analysis report for the purposes of long-term budgeting. This is to be sent to the management committee for further instructions once received.

*Please Note: If no members are present, or if no clear instructions are given, this matter will be deferred for further discussion at the next Annual General Meeting.*

### **Passed by Simple Majority**

## **UNPAID LEVIES POLICY**

### **Approval of Debt Recovery Process for Arrears**

Resolved as per *The Community Titles Act 1996 Section 114(8)*, "a contribution, instalment or interest may be recovered as a debt", to adopt the revised policy of debt recovery, which is as follows:

- For levies unpaid 14 days after their due date, owner/s will receive a reminder letter and a text message (stage 1).
- For levies unpaid 60 days after their due date and greater than \$50.00, the owner/s will receive a final notice outlining the cost associated with transferring the recovery to a lawyer and a text message (stage 2, cost \$55.00).
- For levies unpaid 90 days after their due date and greater than \$500.00, the owner/s will receive a notice outlining that the recovery of overdue levies will be transferred to a solicitors' office specialising in debt recovery (stage 3, cost \$150.00).

Munro is to be contacted if an owner is having difficulty paying on time, so fees are minimised or negotiated, interest charged may be waived if an adequate payment plan is maintained and adhered to.

**Passed by Simple Majority**

### **Approval of Recovery of Debt Collection Fees**

Resolved unanimously that all fees incurred by the Corporation associated with the debt recovery process (including, but not limited to, solicitors' fees and court costs) will be payable by the owner, recovered by the action and applied to the lot owner's account.

As per *The Community Titles Act 1996*, a unanimous resolution cannot pass if any votes are cast against it. Members are advised that should the motion be defeated, it may hinder the Corporation's ability to recoup fees associated with debt recovery

Should the motion carry, all costs initially will need to be met by the Corporation but will be recovered by the action and applied to the lot owner's account.

**Passed by Simple Majority**

### **Interest Charged on Overdue Accounts**

To resolve that the interest rate of 15% per annum remains in place and be applied to owners who fall in arrears with their payments.

As per *The Community Titles Act 1996 Section 14(b)*, the Corporation may "fix (in accordance with the regulations) interest payable in respect of a contribution, or an instalment of a contribution, that is in arrears."

**Passed by Simple Majority**

## **APPOINTMENT OF PUBLIC OFFICER**

Resolved that Mr Joshua Baldwin of Munro act as Public Officer as defined under *The Income Tax Assessment Act 1936*.

Under *The Income Tax Assessment Act 1936*, a person is required to be nominated to act as public officer for the Corporation. An owner can fill this position however this can present issues should ownership of the lot change at any time.

**Passed by Simple Majority**

## **ENGAGEMENT OF AUDITOR**

Resolved as per *The Community Titles Act 1996 Section 138* that NRM Johnson be engaged to audit the annual statement of accounts.

NRM Johnson is a registered company auditor within the meaning of *The Corporations Act 2001* of the Commonwealth.

**Passed by Simple Majority**

## **NEXT MEETING DATE & MEETING CLOSURE**

The next annual general meeting will be in approximately 12 months' time. The manager will confirm the meeting details closer to the time.

## **Meeting Close**

The meeting closed at 02:30 PM.



## Approved Budget to apply from 01/06/2024

Munro Property Group Pty Ltd  
136 The Parade NORWOOD SA 5067  
08 8132 2000  
bc@munroproperty.com.au  
[www.munroproperty.com.au](http://www.munroproperty.com.au)

Community Corporation 27353 Inc.

67 States Road, MORPHETT VALE SA 5162

### Administrative Fund

#### Approved budget

#### Revenue

Levies Due--Admin	8,526.00
<i>Total revenue</i>	<u>8,526.00</u>

#### Less expenses

Admin - Contractor Compliance Management	99.00
Admin--Accounting--Tax Return	295.00
Admin--Auditors--Audit Services	220.00
Admin--Bank Charges--Account Fees	40.00
Admin--Consultant Fees	3,126.00
Admin--Consultant--Comms/Data/Technology	500.00
Admin--Consultant--Meeting Fee	200.00
Admin--Consultant--Public Officer Fee	99.00
Insurance--Premiums	1,497.00
Maint Bldg--Electrical--Repairs	350.00
Maint Bldg--Gates	400.00
Maint Grounds--Gardening	1,200.00
Utility--Electricity	500.00
<i>Total expenses</i>	<u>8,526.00</u>

#### Surplus/Deficit

0.00

Opening balance 6,626.64

#### Closing balance

\$6,626.64

Total units of entitlement	10000
Levy contribution per unit entitlement	\$0.85

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

Levies Due--Sinking	1,000.00
<i>Total revenue</i>	<u>1,000.00</u>

**Less expenses**

Maint Bldg--Gate/Roller Door--Replacement	2,114.09
<i>Total expenses</i>	<u>2,114.09</u>

**Surplus/Deficit**(1,114.09)

Opening balance	7,740.97
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**Closing balance**\$6,626.88

Total units of entitlement	10000
Levy contribution per unit entitlement	\$0.10

## **Insurance RENEWED – Disclosure Advice**

Tuesday, July 12, 2024

[www.munroproperty.com.au](http://www.munroproperty.com.au)

*This document has been prepared in line with the Strata Community Association (SCA) Best Practice Guide on disclosure 2024*

The insurance renewal for your corporation was PAID on: **27/02/2024**

Attached is:

- Insurance renewal certificate
- The SCA Best Practice Insurance Guide – Consumer Fact Sheet

Original Disclosure Date: **02/07/2024**

<b>Special Notes</b>	
<b>Renewal Date Adjustment</b>	NO
<b>Endorsements</b>	NO

**Valuation- Nil**

In accordance with the recommendations set forth by the Strata Community Association Australia, we are required to provide all our clients with an Insurance Disclosure Form. This form is designed to give you comprehensive information about your current insurance policies, including coverage details, premiums, and commissions paid.


Munro Property Group have always declared in our minutes and management agreements that we receive commissions from insurers who we deal directly with. The invoices for these insurance policies also have had, for a number of years, the amount of commission earned on the policies.

### **What You Need to Do:**

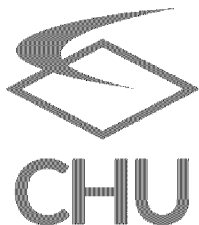
1. **Review the Form:** Please take a moment to carefully review the attached Insurance Disclosure Form.
2. **Contact Us with Questions:** If you have any questions or require further clarification regarding the information provided, or refer to the attached Frequently Asked Questions page supplies by the SCA.

**INSURANCE RENEWED DISCLOSURE****Name: Community Corporation 27353 Inc****Policy No: ST503499****Period of Insurance: 28/03/2024 to 28/03/2025**

	<b>Insurance 2023</b>	<b>Insurance 2024</b>
<b>Common Property Sum Insured</b>	\$159,000.00	\$159,000.00
<b>Insurer</b>	CHU Underwriting Agencies Pty Ltd	CHU Underwriting Agencies Pty Ltd
<b>Total Premium</b>	\$1,242.23	\$1,239.12

	Insurance 2023	Insurance 2024
Insurance Provider	CHU	CHU
Product Disclosure & Financial Services Link (s)	https://chu.com.au/	https://chu.com.au/
1. Base Premium (includes commission)	\$936.32	\$933.75
2. Government Emergency Service Levy	Nil.	Nil.
3. Stamp Duty	\$113.28	\$112.99
4. Underwriting Agency Fee	\$90.00	\$90.00
5. Broker Fee	\$0.00	\$0.00
6. GST	\$102.63	\$102.38
<b>Total insurance costs including GST</b>	<b>\$1,242.23</b>	<b>\$1,239.12</b>
7. Commission	\$187.28	\$186.74
8. Allocation of Remuneration excluding GST		
Munro Property share of remuneration	100%	100%
Broker share of remuneration	N/A	N/A
Please list in detail here any other forms of remuneration related to this transaction.	NONE	
Please detail here any conflicts of interest that exist in the placement of this insurance and how they are managed.	NONE TO REPORT	
We, <b>Munro Property Group</b> have paid the insurance as per instructions received at the AGM.		
<div>Signature: </div>		
Name: <b>Flavia Ger</b>		
For and on behalf of Munro Property.		
<b>Total Strata Insurance Remuneration</b>	<b>\$1,242.23</b>	<b>\$1,239.12</b>

**PREPARED BY MUNRO PROPERTY GROUP PTY LTD****Commercial Property**Sales & Marketing  
Leasing  
Management**Residential Property**Sales & Marketing  
Leasing  
Management**Body Corporate**Management  
Consulting**Property Trust**Acquisitions  
Administration**Property Development**Strategic Planning  
Feasibilities  
Project Marketing  
Joint Ventures



Level 13, 431 King William Street  
Adelaide SA 5000

## Renewal Schedule

### CHU Community Association Insurance Plan

<b>Policy Number</b>	<b>ST503499</b>
<b>Policy Wording</b>	CHU COMMUNITY ASSOCIATION INSURANCE PLAN
<b>The Insured</b>	COMMUNITY CORPORATION NO. 27353 INC.
<b>Situation</b>	67 STATES ROAD MORPHETT VALE SA 5162
<b>Policy Period</b>	28/03/2024 to 28/03/2025 at 4:00pm

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#### Policies Selected

**Policy 1 – Community Property**  
Community property: \$159,000  
Community income: \$23,850  
Common area contents: \$0

**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**  
Not Selected

**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.

#### Excesses

Policy 1 – Community Property

Standard: \$500

Other excesses payable are shown in the Policy Wording.

#### Premium

Base Premium	\$933.75
Levies	\$0.00
GST	\$102.38
Stamp Duty	\$112.99
Admin Fee	\$90.00
<b>Total Payable</b>	<b>\$1,239.12</b>

MUNRO PROPERTY GROUP BODY CORPORATE

Commission	\$186.74
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Commission GST	\$18.68
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Date of Issue	23/03/2024
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Refer to **Important Information** below for excess descriptions and confirmation of cover. Please refer to your Product Disclosure Statement and Policy Wording QM563 - 1023 for further terms and conditions that apply.

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070), AFSL 243261) on behalf of the insurers: QBE insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).



## Important Information

### Confirmation of cover

The cover provided by this schedule forms part of your contract of insurance and is in force for the Period of Insurance shown. Cover is subject to the policy terms, conditions, limitations and exclusions. Please refer to your policy document and PDS.

### Your duty when you renew your policy

This document sets out the information we hold about you, your property and your policy.

By law, you must take reasonable care not to make a misrepresentation. This means before renewal, you must review this information and tell us if anything is wrong or if there have been any changes. Some types of changes may impact our offer of renewal terms.

If we do not hear from you and you renew your policy, this means you agree that the information you have previously provided to us is correct and that nothing has changed.

If you do not tell us about anything that has changed, or if any of the information is misleading, incomplete, inaccurate or fraudulent we may reduce or not pay a claim, cancel your policy or treat it as if it never existed.

If anything is unclear, please contact us.

### Excesses – explanatory notes

Whenever an Excess and amount is shown in the Schedule or Policy Wording, You must pay or contribute the stated amount for each claim You make against the Insured Event.

#### Water Damage Excess

The following Excess will apply to Policy 1 – Insured Property for loss or damage caused by:

- a. Damage from bursting, leaking, discharging or overflowing of tanks, apparatus or pipes
- b. Rainwater

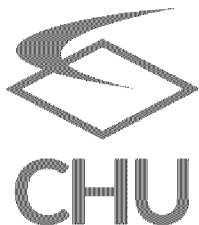
The additional Excess payable will be shown on Your Policy Schedule.

#### Unoccupancy Excess

An additional Excess will apply to Policy 1 – Insured Property claims if fifty percent (50%) or more of the available Lots/Units are unoccupied at the time of loss.

The additional Excess payable will be shown on Your Policy Schedule.

Other excesses apply. These are listed on your Policy Schedule or described in the Policy Wording.



Level 13, 431 King William Street  
Adelaide SA 5000

## Certificate of Currency

### CHU Community Association Insurance Plan

<b>Policy No</b>	<b>ST503499</b>
<b>Policy Wording</b>	CHU COMMUNITY ASSOCIATION INSURANCE PLAN
<b>Period of Insurance</b>	28/03/2024 to 28/03/2025 at 4:00pm
<b>The Insured</b>	COMMUNITY CORPORATION NO. 27353 INC.
<b>Situation</b>	67 STATES ROAD MORPHETT VALE SA 5162

---

#### Policies Selected

##### Policy 1 – Community Property

Community property: \$159,000

Community income: \$23,850

Common area contents: \$0

##### 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

Not Selected

##### 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

23/03/2024

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.

### What is Best Practice for strata insurance disclosure, and what is SCA doing for consumers?

- ✓ **Building understanding** – To ensure strata committees understand their choices, options and fee breakdowns as they relate to their insurance policy.
- ✓ **Positive consumer outcomes** – To improve relationships, conversations, understanding and outcomes for consumers of strata insurance.
- ✓ **Transparency and choice** – To raise the bar of strata insurance transparency, choice and communication.
- ✓ **Timely communication** – To provide clear and timely communication, with a minimum of three touch points for communication of strata insurance placement between strata manager and committee – at time of quote, invoice and the AGM.
- ✓ **Concise information** – To provide clear and concise information that explains in simple terms the roles and responsibilities of the strata manager, broker and insurer and the strata insurance process.
- ✓ **Remuneration disclosure** – FAQs and information about who is paid what, and why, in dollar values and included with invoices, quotes and at the AGM.

### SCA's **3** Principles of Best Practice Strata Insurance Disclosure

SCA members will be delivering transparent, timely clear information to consumers based on the following three principles:



#### DISCLOSE

Strata committees can clearly see what actions are being taken, the parties involved and all remuneration for their insurance policy.



#### DOCUMENT

Strata committees understand their choices, options and fee breakdowns as they relate to their insurance policy.



#### COMMUNICATE

Strata committees receive clear, timely, accurate information about their insurance policy.

Standardisation of the information provided on quotes and invoices, such as on the SCA template below, will ensure that strata committees are provided with transparent, timely information to inform their choices.

#### Invoice template

Itemised Insurance Costs	Previous year Name	Current year Name
Base Premium Gross (includes commission if applicable)		
ESL or FSL		
Stamp Duty		
Underwriting Agency Fee		
Broker Fee		
GST – all items		
<b>Total insurance costs including GST</b>		
Commission		
Allocation of strata insurance remuneration (where applicable) <ul style="list-style-type: none"> <li>• Strata manager</li> <li>• Broker</li> </ul>		
Conflicts of interest		
Best interests declaration		
<b>Total strata insurance remuneration</b>		

### What do strata managers do in relation to strata insurance and why do they receive remuneration?

Strata managers undertake or participate in 47 different services in relation to strata insurance to their clients, including, but not limited to:

- ▶ Quotation
- ▶ Procurement
- ▶ Placement and renewal
- ▶ Claims management
- ▶ Insurance record keeping
- ▶ Correspondence
- ▶ Negotiation and liaison
- ▶ Advice based on insurance knowledge

### The value of strata manager and insurance brokers in the insurance process

- ▶ The knowledge and experience the strata manager holds of the insurance landscape as well as the building is an asset to the strata committee and the policy outcome.
- ▶ Increased legislative and regulatory requirements, along with buildings which are often complex, mean strata manager and broker expertise is incredibly valuable.
- ▶ Insurance brokers provide general and personal advice, drawing on their specialist skills and working closely with the strata manager when involved.
- ▶ Specialist brokers work to understand the unique aspects of the building being insured and provide a tailored quote based on the building's particular set of circumstances.

### What is strata insurance remuneration?

Strata insurance remuneration is the total value of the remuneration paid to the parties involved in the process of insuring a strata building.

### Who is paid strata insurance remuneration?

The two most common parties who receive remuneration will be the strata manager and the insurance broker, however who receives remuneration is based on the arrangement the strata committee chooses:

- ▶ Many use a strata manager who works closely with one or more insurance brokers.
- ▶ Some contact an independent broker to aid their insurance choice.
- ▶ Some strata communities choose to take out insurance directly with insurers.

### Do strata communities have choice about remuneration models?

Yes. Strata communities have the choice of several remuneration models, and it is advisable if they wish to alter their current remuneration model to discuss it with their strata manager to fully understand their personal circumstances.

### Are all parties who are remunerated as part of the insurance process listed in this section?

Yes. No matter which remuneration model is chosen, all parties who are involved in the insurance process will usually receive remuneration, and you will receive details about how much remuneration they receive.

### What about potential conflicts of interest or business arrangements?

If any parties to the insurance process have conflicts of interest, or are receiving other remuneration as part of the transaction, they will list it clearly.



Scan this code to access the guide.



## MINUTES OF THE EXTRAORDINARY GENERAL MEETING OF COMMUNITY PLAN 27353

Meeting In accordance with the Community Titles Act 1996

**Community Corporation 27353 Inc.**  
**67 States Road, MORPHETT VALE, SA, 5162**

In accordance with the *Community Titles Act 1996 Section 81 (1)* the Officers of the Corporation called the Extraordinary General Meeting.

DATE: **28 May 2024**  
TIME: **02:30 PM**  
LOCATION: **Munro Property Group, 136 The Parade, Norwood, SA, 5067**  
**<https://msteams.link/Q704>**

### Attendance

Lot 1	Olivia Marie Cooper & Tracey Ann Cooper	Electronic vote
Lot 2	Andrew John Cameron	Electronic vote
Lot 3	Olivia Marie Cooper	Electronic vote
Lot 5	Jacomina Anthonia Humphrys	Electronic vote
Lot 7	Craig and Joanna Hall	Electronic vote
Lot 8	Mark & Theresa Stevens	Electronic vote
Lot 9	Thomas & Caterina Taylor	Represented by conference
Lot 10	Rolton Hibbird Retirement Fund	Electronic vote

### Others in attendance

Flavia Ger on behalf of Munro.

### Quorum

In accordance with *The Community Titles Act 1996 Section 83(4)*, a quorum is determined by dividing the number of persons entitled to attend and vote (financial members) at the meeting by two, disregarding any fraction and adding one. At the time of the meeting, a quorum of financial members were present, therefore the meeting opened at 02:30 PM.

### MEETING OPENING, APPOINTMENT OF MEETING CHAIRPERSON & MINUTE SECRETARY

Resolved that Flavia Ger of Munro would assist the Presiding Officer by conducting the meeting; and assist the Secretary in the recording of minutes as per *The Community Titles Act 1996 Section 83(3a)*.

### Motion CARRIED.

Yes: 8

No: 0

Abstain: 0

Inv: 0

## DECLARATION OF INTEREST

In accordance with *The Community Titles Act 1996 Section 85*, it is a legal requirement for members to make known to the meeting any direct or indirect financial interest in matters to be voted upon at a properly convened meeting. No declarations were noted.

## CONFIRMATION OF PREVIOUS MINUTES

Resolved, in accordance with *The Community Titles Act 1996 Section 81(5a)*, that the minutes of the last Annual General Meeting held on the 11th of July 2023 be confirmed as a true record of the proceedings of that meeting.

### **Motion CARRIED.**

Yes: 6

No: 0

Abstain: 2

Inv: 0

## Alterations, Additions & Approvals

### INSTALLATION OF PEDESTRIAN GATE

The Extraordinary General Meeting (EGM) was convened to address the installation of a pedestrian gate within the corporation premises. The current setup of the community corporation only includes an automatic gate for entering and exiting the property with no provision for a pedestrian gate (PA Gate). This configuration was established by the builder and has sparked concerns among some owners and residents. The primary concern was the inability to externally open the gate during power outages as the manual override is internal, hindering swift entry or exit.

Hence as per instructions received from the owners, Munros were requested to contact gate contractors to explore potential solutions. Unfortunately, the consensus among all contractors was that there isn't adequate space within the automatic gate area to accommodate a pedestrian gate without the complete removal of the existing automatic gate. However, they have identified an alternative solution. By removing a common front fence panel, they can create space for the installation of a pedestrian gate, thereby addressing the concerns while maintaining the security measures.

Quotes- 2 quotes were obtained for removing the front fence panel and installing a new PA gate. After reviewing both quotes, the committee members favoured the quote from Dynamik Trades. The quotes and a photo of the proposed installation area were provided for reference.

Please note that the installation of this gate constitutes a special resolution as it entails an addition to the property, altering its overall appearance. For the installation to proceed, no more than 25% of owners can object to the proposal. The current balance in the sinking fund is \$7,740, which can cover the costs associated if owners agree to proceed. A motion was proposed as follows:

**Motion- I agree that the corporation proceeds with the installation of a Pedestrian Gate. The installation involves the removal of a common front fence panel to accommodate the new gate. Sinking funds will be used to cover the costs associated with this installation.**

(Please see the attachment showing the fence panel to be removed.)

### **Motion CARRIED.**

With the motion carried, the installation of the pedestrian gate will proceed, utilising the sinking funds available.

Yes: 8

No: 0

Abstain: 0

Inv: 0

### Quote 1- Dynamik Trades

Dynamik Trades provided a quote for the installation of the pedestrian gate for an estimated cost of \$2114.09 including GST. The scope of work includes-

*Scope of the work*

- Cut into existing good neighbour fence to install a PA Gate.
- 2700x 75x75 Post powder-coated including cap.
- Colorbond single gate kit, including gate frames, sheets, capping, self-closing hinges.
- 1.8 m high x 1.4 mm wide.
- Lockbox included.
- Supply and install Lockwood 002 Digital DX dead latch.
- Posts and gate installation.

Cost: \$2114.09 incl GST.

**Discussion on Paving Solution:** The quote from Dynamik Trades does not include the installation of a concrete path from the new gate to the council footpath. Committee member Mark Stevens from Unit 8 suggested using large concrete or stone pavers, such as those available at Bunnings (link: Bunnings. Link- [https://www.bunnings.com.au/610-x-406-x-30mm-travertine-natural-stone-paver\\_p0131434](https://www.bunnings.com.au/610-x-406-x-30mm-travertine-natural-stone-paver_p0131434)) due to the short distance from the proposed gate to the existing council concrete path. Mark Stevens offered to undertake the task himself to save costs, with reimbursement for the paver expenses. The style of the pavers is to be confirmed at the EGM.

The motion proposed was:

**Motion– I agree for Dynamik Trades to undertake the installation of the PA gate as per their quoted cost for \$2114.09 including GST and for Mark Stevens from Unit 8 to assist with the paving of the area.**

**Motion CARRIED.**

With the motion carried, the installation of the pedestrian gate by Dynamik Trades will proceed at the quoted cost, and Mark Stevens will assist with the paving. The proposed style of pavers recommended by Mark Stevens were approved.

Yes: 8

No: 0

Abstain: 0

Inv: 0

**Quote 2– Ace Automation**

Ace Automation has quoted \$7,300.00 including GST for the installation of the PA gate.

*Scope of the work*

Ace Automation

- Supply and Install Pedestrian Gate in existing fence panel.
- Design to mirror sliding gates.
- Powder-coated Standard Colour.
- Supply and Install Lockwood 530 Digital DX Keypad at entry.
- No power required.
- Installation of concrete path from new gate to council footpath.
- Includes vegetation removal.
- Subtotal: \$7,300 incl GST.

The motion proposed was:

**Motion– I agree for Ace Automation to undertake the installation of the PA gate as per their quoted cost for \$7,300.00 including GST. This quote includes the installation of a concrete path from the new gate to council footpath.**

**Motion DEFEATED.**

Yes: 0

No: 8

Abstain: 0

Inv: 0

**MEETING CLOSURE**

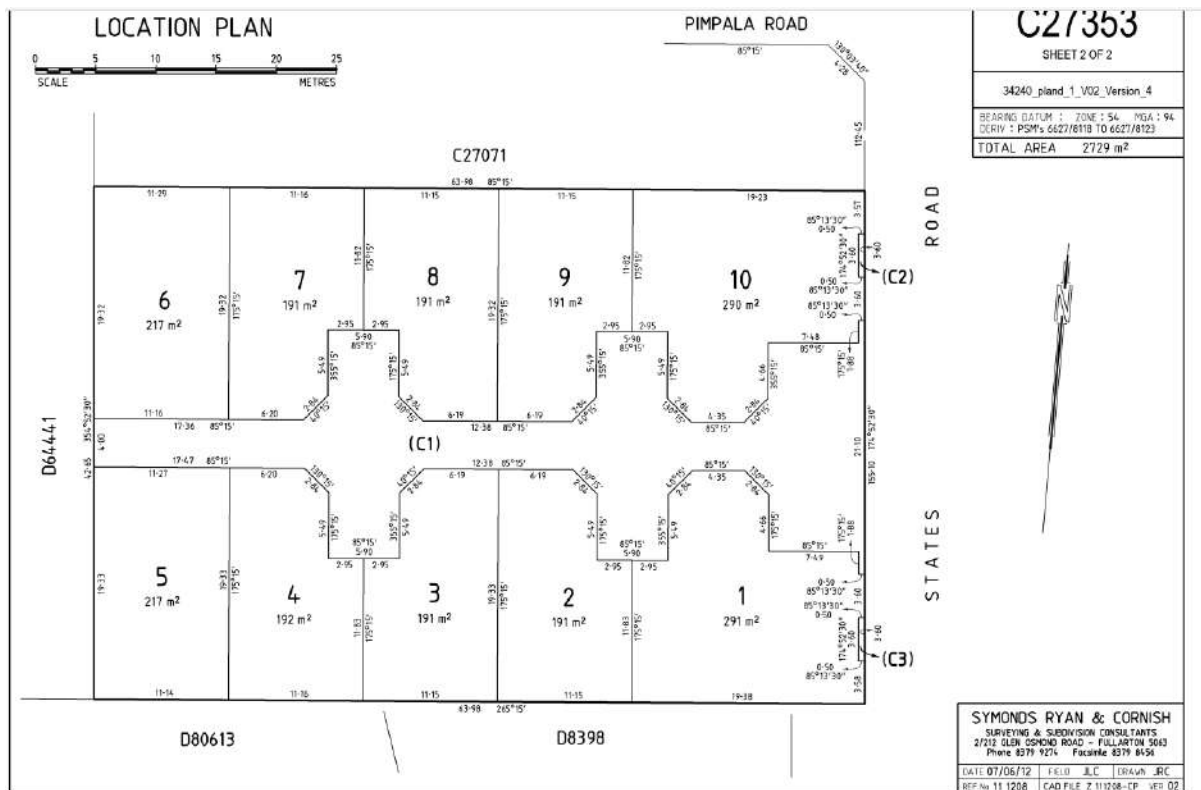
There being no further business, the meeting was declared closed.

**Meeting Close**

The meeting closed at 03:00 PM.

Proposed fence panel to be removed and PA Gate to be installed/ Plans





Proposed style of paver- Bunnings. Link- [https://www.bunnings.com.au/610-x-406-x-30mm-travertine-natural-stone-paver\\_p0131434](https://www.bunnings.com.au/610-x-406-x-30mm-travertine-natural-stone-paver_p0131434).



TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE

SCHEME DESCRIPTION  
DEVELOPMENT NO: 145/C031/12/001/32346

## SCHEME DESCRIPTION

COMMUNITY PLAN NO. 27353

67 States Road Morphett Vale

### IMPORTANT NOTICE

THIS DOCUMENT HAS BEEN PRODUCED TO PROVIDE INDICATIVE INFORMATION TO POTENTIAL PURCHASERS AND OTHER PARTIES WHO MAY BE CONTEMPLATING INVOLVEMENT IN THE SCHEME.

THE DOCUMENT HAS BEEN PRODUCED AT AN EARLY STAGE OF THE PROJECT AND IT IS LIKELY THAT THE FINAL DOCUMENT LODGED AT THE LANDS TITLES OFFICE WILL INCORPORATE CHANGES THAT HAVE BEEN IDENTIFIED BY THE PLANNING AUTHORITIES AND THE DEVELOPER

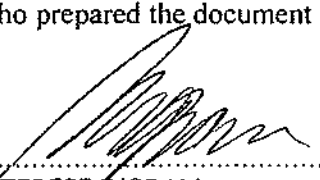
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NOT CHECKED BY  
LANDS TITLES OFFICE

SCHEME DESCRIPTION  
DEVELOPMENT NO: 145/C031/12/001/32346

## INDEX

ITEM		PAGE
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2.	NATURE OF PROPOSED DEVELOPMENT	3
3.	ENVIRONMENTAL ASPECTS OF THE DEVELOPMENT	3
4.	PURPOSE FOR WHICH THE LOTS AND COMMON PROPERTY MAY BE USED	3
5.	STANDARD OF BUILDINGS AND OTHER IMPROVEMENTS	3
6.	OBLIGATION TO DEVELOP COMMUNITY LOTS	4
7.	DEVELOPER'S OBLIGATIONS TO DEVELOP THE COMMON PROPERTY	4
8.	STAGING OF DEVELOPMENT	4
9.	ESTIMATED DATE FOR THE COMPLETION OF THE SCHEME	4
10.	CONDITIONS OF APPROVAL	4
	ENDORSEMENT BY RELEVANT AUTHORITY PURSUANT TO REGULATION 45a OF THE DEVELOPMENT REGULATIONS 1993	5

Certified correctly prepared in accordance with the requirements of the Community Titles Act, 1996  
By the person who prepared the document

  
.....  
SHARYN TERESE INGRAM.  
61 WHITMORE SQUARE  
ADELAIDE SA 5000

## ANNEXURE

Approved Plan

TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE

SCHEME DESCRIPTION  
DEVELOPMENT NO: 145/C031/12/001/32346

**1. DESCRIPTION OF LAND TO BE DEVELOPED UNDER THE SCHEME.**

Whole of the land comprised in Certificate of Title Volume 5795 Folio 845 and Volume 5745 Folio 854 being known as Allotments 65 and 66 States Road Morphett Vale SA 5162

**2. NATURE OF PROPOSED DEVELOPMENT**

- (1) The scheme is a development consisting of a Primary Community Scheme which is proposed to create 2 residential flat buildings each containing five dwellings with associated car parking and landscaping on Allotments 65 and 66 States Road Morphett Vale, with common property to service all parts of the Scheme.

**3. ENVIRONMENTAL ASPECTS OF THE DEVELOPMENT**

- (1) The development will use modern materials and finishes and contain equipment and appliances with high environmental features.

**4. PURPOSE FOR WHICH THE LOTS AND COMMON PROPERTY MAY BE USED.**

- (1)
- (a) 2 residential flat buildings each containing five dwellings with associated car parking and landscaping to create 10 Community Building lots for residential purposes approved by the Onkaparinga City Council
- (2) The Common Property consists of a driveway to the Residential Garage Lots for parking, and is to be used by the proprietors and occupiers of the community lots and persons authorised by them from time to time in accordance with the By-Laws of the Community Scheme.

**5. STANDARD OF BUILDING AND OTHER IMPROVEMENTS**

- (1) The improvements will be completed in accordance with development approvals and substantially in accordance with the Architect's Plans attached to this Scheme Description.
- Brick Veneer on timber frame UNO
  - Selected Colorbond roof sheeting
  - 300 wide boxed eaves overhangs
  - Colorbond Gutters and Downpipes
  - Colorbond Fascias and Barges
  - 2700 floor to ceiling height
  - Aluminium Framed Windows UNO
  - Obscure glazing to wet area windows
  - Selected Face Brick generally UNO
- (3) The standard of work to be performed and the materials to be used will be to a high standard using best current practices.

TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE

SCHEME DESCRIPTION  
DEVELOPMENT NO: 145/C031/12/001/32346

- (2) The development of the Community Lots and the Common Property is to take place in accordance with all statutory and other approvals obtained under the Development Act 1993.

**6. OBLIGATION TO DEVELOP COMMUNITY LOTS**

- (1) The Developer is under an obligation to complete the proposed development, in accordance with the Scheme Description.

**7. DEVELOPER'S OBLIGATIONS TO IMPROVE OR DEVELOP THE COMMON PROPERTY**

- (1) The Developer will construct the driveways and other improvements on the Common Property and undertake associated landscaping and install service infrastructure in accordance with Development Approvals.
- (2) The standard of work to be performed and the materials to be used on the Common property will be of a high standard and using best current practices.

**8. STAGING OF DEVELOPMENT**

- (1) The Scheme is not a staged development
- (2) The order of completion of work on each Lot will be arranged as required by the developer and may not be in any specific order.

**9. ESTIMATED DATE FOR THE COMPLETION OF THE SCHEME**

The anticipated completion date is expected to be on or before 31/12/2012

**10. CONDITIONS OF APPROVAL**

- (1) Final conditions of approval have not yet been obtained.

DATED THIS 14TH DAY OF JUNE 2012

TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE

SCHEME DESCRIPTION  
DEVELOPMENT NO: 145/C031/12/001/32346

**ENDORSEMENT BY RELEVANT AUTHORITY PURSUANT TO  
REGULATIONS 46a OF THE DEVELOPMENT REGULATIONS 1993**

1. All the consents or approvals required under the Development Act 1993 in relation to the division of 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.
2. This endorsement does not limit a relevant authority's right to refuse or to place conditions on development authorisation under the Development Act 1993 in relation to any other development envisaged by this scheme description.

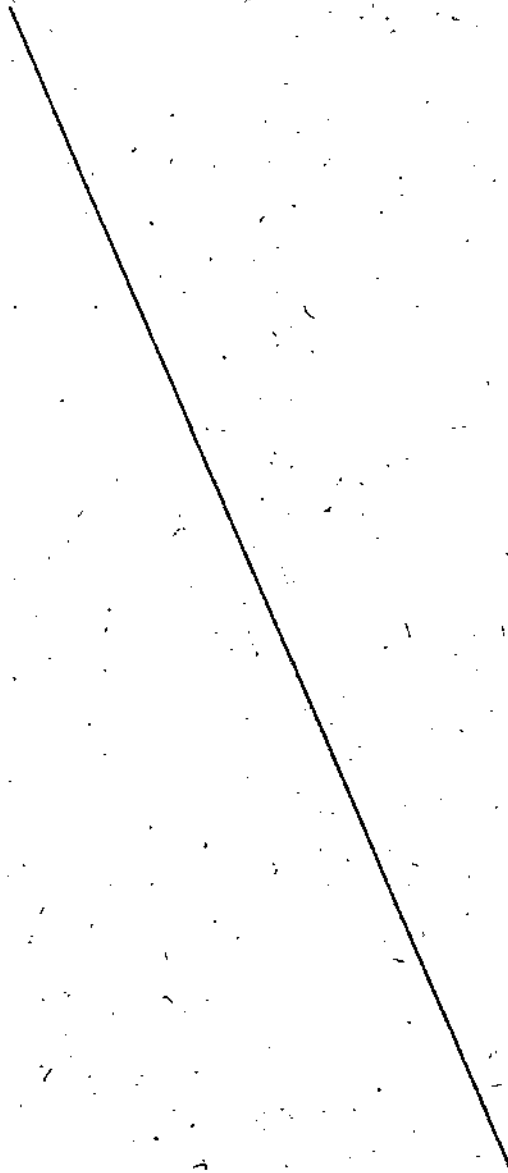
Signed  .....

Name Janaki Bensen .....

Title Acting Team Leader - Planning .....

Date: 13 / 06 / 2012

✓



# CITY OF ONKAPARINGA

## DECISION NOTIFICATION FORM

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

**DEVELOPMENT  
NUMBER**

145/6005/2012

**LAND DIVISION**

**DAC Reference** : 145/C031/12

**FOR DEVELOPMENT APPLICATION**

**DATED:** 21-Feb-2012

**REGISTERED ON:** 28-Feb-2012

<b>TO:</b>	Pensky Pty Ltd C/- Symonds & Ryan 214 Glen Osmond Rd FULLARTON SA 5063
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### LOCATION OF PROPOSED DEVELOPMENT

<b>PROPERTY DESCRIPTION</b>	Allot 65 Sec 1477 FP 152041, Allot 66 Sec 1477 FP 152042
<b>PROPERTY ADDRESS</b>	67-69 States Road, MORPHETT VALE SA 5162
<b>CERTIFICATE(S) OF TITLE</b>	CT-5795/845, CT-5795/854

### NATURE OF PROPOSED DEVELOPMENT

Community Division (2 into 10)
--------------------------------

*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.*

<b>Date of Decision:</b> 12-Apr-2012	
<b>Signed:</b>	<input checked="" type="checkbox"/> Council Chief Executive Officer or Delegate
<b>Date:</b>	<input checked="" type="checkbox"/> Sheets Attached

## CITY OF ONKAPARINGA

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DEVELOPMENT APPLICATION NUMBER : 145/6005/2012  
APPLICANT : Pensky Pty Ltd  
LOCATION : 67-69 States Road, MORPHETT VALE SA 5162  
PROPOSED DEVELOPMENT : Community Division (2 into 10)  
DECISION : Development Approval  
DATE OF DECISION : 12-Apr-2012

### **DEVELOPMENT PLAN CONSENT**

#### ***Conditions of Consent by Council***

1. All development shall be completed 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 S A Water Corporation shall be met for the provision of water supply and sewerage services. (S A Water G940758)
2. Payment of \$49200 shall be made into the Planning and Development Fund (8 lots @ \$6150/lot). Cheques shall be made payable and marked "Not Negotiable" to the Development Assessment Commission and payment made on the 5th Floor, Roma Mitchell House, 136 North Terrace, Adelaide, or sent to GPO Box 1815, Adelaide, or via the internet at [www.edala.sa.gov.au](http://www.edala.sa.gov.au)
3. A copy of a certified survey plan shall be lodged for Certificate purposes.

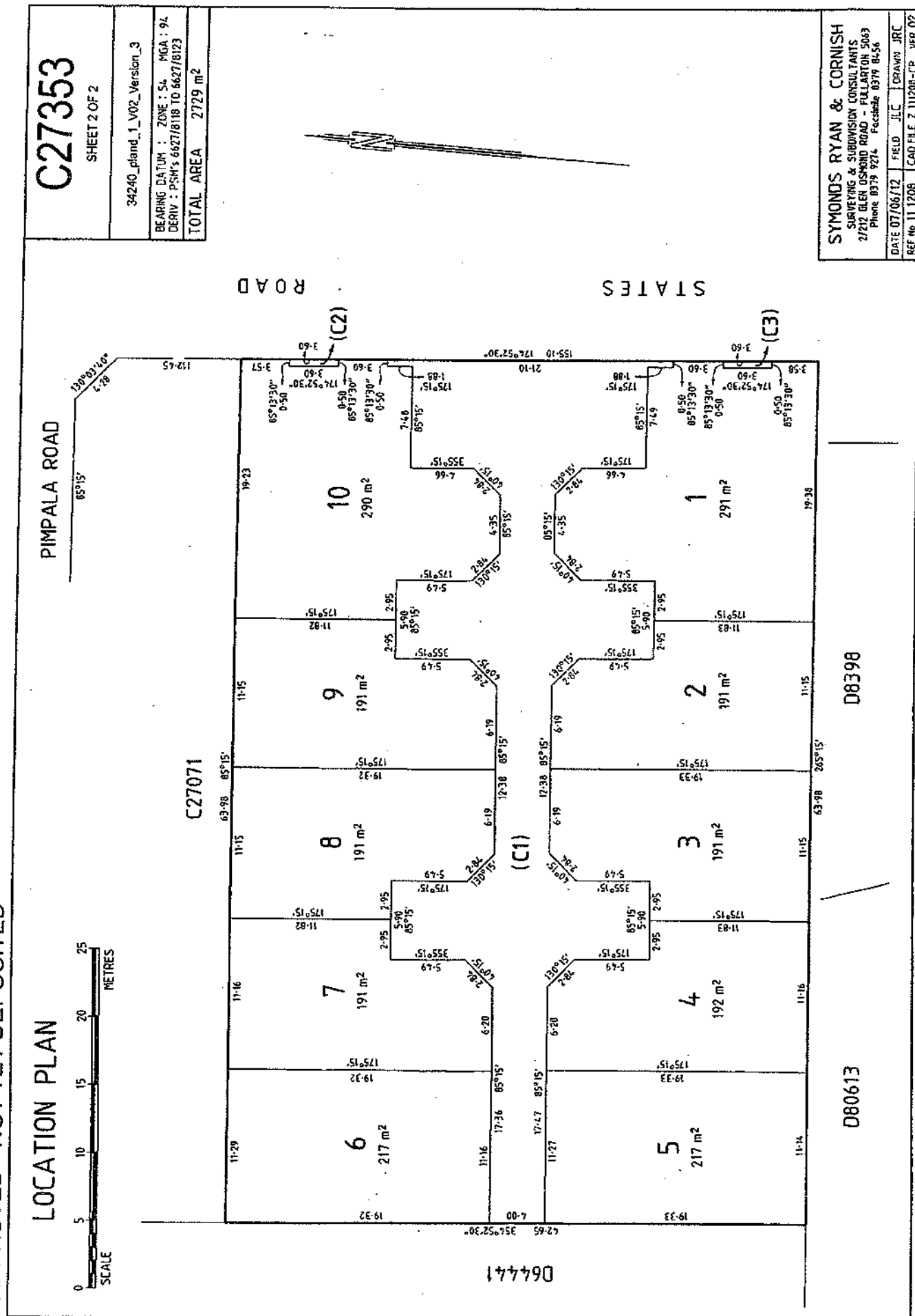
#### ***Note(s)***

1. Please note this division will result in changes to current property addresses. Please contact a Business Support officer on 8384 0666 for confirmation.
2. *SA Water notes*  
The financial requirements of SA Water shall be met for the provision of water supply and sewerage services.
  - For further processing of this application by SA Water to establish the full requirements and costs of this development the developer will need to advise SA Water of their preferred servicing option. Information of our servicing options can be found at: <http://www.sawater.com.au/SAWater/DevelopersBuilders/ServicesForDevelopers/Customer+Connections+Centre.htm>. For further information or queries please contact SA Water Land Developments on 7424 1119.
  - 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.

## APPROVED - NOT YET DEPOSITED

<b>PURPOSE:</b> PRIMARY COMMUNITY		<b>AREA NAME:</b> MORPHEIT VALE		<b>APPROVED:</b> ANGELA WESTTHORP 07/06/2012		 <b>C27353</b>			
<b>MAP REF:</b> 6627/11/B		<b>COUNCIL:</b> CITY OF ONKAPARINGA		<b>DEPOSITED:</b>		SHEET 1 OF 2 34240_text_01_v03_Version_3			
<b>LAST PLAN:</b> F56842		<b>DEVELOPMENT NO:</b> 145IC03112/001/32346							
<b>AGENT DETAILS:</b> SYMMONS RYAN & CORNISH UNIT 2, 212 GLEN OSMOND ROAD FULLARTON SA 5063 PR: (08) 83799274 FAX: (08) 83798456		<b>SURVEYORS CERTIFICATION:</b> I JOHN LESLIE CORNISH, 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 1986 7th day of June 2012 John Leslie Cornish Licensed Surveyor							
<b>AGENT CODE:</b> SRAC									
<b>REFERENCE:</b> Z111208-CP									
<b>SUBJECT TITLE DETAILS:</b>									
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER HUNDRED / 1A / DIVISION	TOWN	REFERENCE NUMBER
CT	5795	845		ALLOTMENT(S)	65	F	152041	NOARLUNGA	
CT	5795	854		ALLOTMENT(S)	66	F	152042	NOARLUNGA	
<b>OTHER TITLES AFFECTED:</b>									
<b>EASEMENT DETAILS:</b>									
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF		CREATION	
<b>ANNOTATIONS:</b> THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 28 / 05 / 2012 THE COMMON PROPERTY IS DESIGNATED (C1), (C2) AND (C3) FOR LAND INFORMATION PURPOSES ONLY AND DO NOT FORM LEGAL IDENTIFIERS FOR THE COMMON PROPERTY									

APPROVED - NOT YET DEPOSITED



Orig. LF 11774489



15:29 14-Jun-2012

3 of 4

Fees: \$0.00

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**

499

**BELOW THIS LINE FOR AGENT USE ONLY**

11:06 15/06/2012 02-012089  
REGISTRATION FEE \$125.00  
TRANSACTION FEE \$15.00 ✓

AGENT CODE

Lodged by:

Correction to: INGRAM ROTHE MIDSON

ROMI

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

18.6.12

PASSED

*DMW*

REGISTERED

25 JUN 2012

*[Signature]*

pro

REGISTRAR-GENERAL



TERMS OF INSTRUMENT NOT  
CHECKED BY LANDS TITLES OFFICE

BY LAWS  
DEVELOPMENT NO 145/C031/12/001/32346

**BY LAWS**

**67 STATES ROAD MORPHETT VALE**  
**COMMUNITY CORPORATION No: 27353 INCORPORATED**

**DEVELOPER**  
**PENSKY PTY LTD,**

**INGRAM ROTHE MIDSON**

**61 WHITMORE SQUARE ADELAIDE SA 5000  
GPO BOX 2654 ADELAIDE SA 5001**

**PHONE 8212 2990  
Fax 8212 5605**

**Email: [Sharyn@irmc.net.au](mailto:Sharyn@irmc.net.au)**

**THESE BY LAWS SHOULD BE READ IN CONJUNCTION WITH THE SCHEME  
DESCRIPTION FOR THE DEVELOPMENT AND THE COMMUNITY TITLES ACT AND  
REGULATIONS 1996 AS AMENDED**

TERMS OF INSTRUMENT NOT  
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BY LAWS  
DEVELOPMENT No 145/C031/12/001/32346

**COMMUNITY TITLES ACT AND REGULATIONS 1996.**  
**MANAGEMENT BY LAWS**

**WARNING**

The terms of these By Laws are binding upon all Community Corporation, the Owners, Occupiers and Lessees of the Community Lots and all persons entering upon the Community Parcel.

These By Laws relate to the control and preservation of the essence of theme of the Community Corporation and as such may only be amended or revoked by unanimous resolution of the Community Corporation in accordance with Section 39 of the Community Titles Act (Regulations).

If the whole or any part of a provision of these By Laws is invalid, unenforceable or of illegal intent, it is severed. The remainder of these By Laws will have full force and effect.

Certified correctly prepared in accordance with the requirements of the Community Titles Act, 1996 By the person who prepared the document

.....  
SHARYN TERESE INGRAM.  
61 WHITMORE SQUARE  
ADELAIDE SA 5000

TERMS OF INSTRUMENT NOT  
CHECKED BY LANDS TITLES OFFICE

BY LAWS  
DEVELOPMENT No 145/C031/12/001/32346

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I/ Permitted Use

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- 3/ Control of Lessees and Licensees
- 4/ Maintenance of the Common Property
- 5/ Operation and Management of the Scheme
- 6/ Internal Fencing
- 7/ Garbage
- 8/ Service Information
- 9/ Insurance
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- 11/ Maintenance of Landscaping on Lots
- 12/ Keeping of Pets
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TERMS OF INSTRUMENT NOT  
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BY LAWS  
DEVELOPMENT No 145/C031/12/001/32346

**DEFINITIONS**

**UNLESS THE CONTRARY INTENTION APPEARS THE FOLLOWING APPLIES:**

- A/ Reference to "The Act" means the Community Titles Act 1996.
- B/ Reference to the "Regulations under the Act" means the Community Titles Act Regulations 1996.
- C/ The Corporation means the Community Corporation No 27353 constituted in accordance with part 9 of the Act.
- D/ Rules means the rules made by the Corporation pursuant to the power contained in these By Laws and the Act.
- E/ Singular includes the plural and vice versa.
- F/ Reference to the masculine includes the feminine and includes a firm, a body Corporate, and Association or an Authority.
- G/ 'Occupier' of a Lot includes, if the Lot is unoccupied, the owner of the Lot.
- H/ Motor Vehicle shall mean and include motor vehicles licensed to carry up to eight (8) persons including passenger cars, vans, four wheel drives, utilities and motorcycles as defined in the Road Traffic Act 1961 to 1982.

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BY LAWS  
DEVELOPMENT No 145/C031/12/001/32346

**PART 1**

**Permitted Use**

- 1/ The Lots and Dwellings constructed on the Lots are exclusively for Residential use and shall not be used for any purpose that may cause justified offence to another Lot owner or occupier or contravene any local Government Land Use Laws or Regulations.
- 2/ There shall be no alterations or additions to the exterior of the building unless they are harmonious and in context with the design and concept of the development as a whole.

**PART 2**

**Mandatory By Laws**

**By Law 1. Common Property**

- 1/ The Common Property is delineated on page I of the Primary Plan of the scheme and comprises C1 a private driveway C2 and C3 Landscaping.
- 2/ The Community Corporation is responsible for the administration, control, management, use and maintenance of the Common Property including the Pavement, Public lighting, the Watering system and the Stormwater system and all other infrastructure installed on the Common Property.
- 3/ The Common Property is available to the Proprietors, Occupiers, Lessees and persons authorised by them to pass and repass at all times with or without vehicles to and from their respective Community Lots.
- 4/ A Proprietor or Occupier of a lot or a person upon the Common Property by their authority may not park in the driveway. And no person shall maintain or repair vehicles upon any part of the Common Property, except in the case of emergency and then only to the extent necessary to remove the vehicle from the Common Property.
- 5/ A Proprietor, or Occupier of a lot must give notice to the Community Corporation of any damage or defect in the Common Property immediately they become aware of the damage or defect.
- 6/ The Community Corporation shall not be liable or responsible for any damage or theft to or of any item owned by or there by the authority of a Proprietor or Occupier on the Common Property for whatever reason.
- 7/ Motor Vehicles on the Common Property shall comply with the provisions of the Roads Traffic Act and shall not travel at a speed exceeding walking pace.

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BY LAWS  
DEVELOPMENT No 145/C031/12/001/32346

**By Law 2, Garden Sheds**

Notwithstanding Part 1 (2) above;

Proprietors of Lots may install a Garden Shed with the following limitations;

- 1/ They may only be installed in the rear of the Lot,
- 2/ They must be subject to council approval as necessary

**By Law 3, Control of Lessees & Licensees**

- 1/ These By Laws shall apply to Lessees and Licensees of Community Lots
- 2/ A Proprietor whose Lot is the subject of a Lease of Licence agreement must provide the Lessee or Licensee with a copy of these By Laws
- 3/ It shall be the responsibility of the Proprietor whose Lot is subject to a Lease or License to take all reasonable steps including without limitation, any action available to him under the Lease or License agreement to ensure that the Lessee or Licensee of the lot and any person on the Community Parcel with the consent (express or implied) of the Lessee or Licensee complies with the By Laws of the scheme.
- 4/ The Proprietor of a Lot must not, without the corporations authorisation, lease the lot, or grant a right of occupation in respect of that lot for valuable consideration, for a period of less than two months

**By Law 4, Maintenance of the Common Property**

- 1/ The Community Corporation may contract with persons to provide maintenance services in connection with Community Property.  
Maintenance Agreements should include the following terms:
  - 1.1 The contract should not be for a term exceeding twelve (12) months, but shall be eligible for renewal
  - 1.2 The corporation is entitled to terminate any maintenance agreement if the corporation is dissatisfied with the performance of the contractor:
- 2/ The Community Corporation must levy a contribution on its members (Lot Owners) for any costs associated with maintaining the Common Property in accordance with Section 114 of the Act & Regulation 21 of the Regulations.
- 3/ Maintenance contracts may be terminated by resolution of the Corporation.
- 4/ Contributions payable for the supply of Electricity to common lighting systems and the supply of Water for irrigation of the Garden areas shall be determined at the inaugural general meeting of the corporation and reviewed annually.

TERMS OF INSTRUMENT NOT  
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BY LAWS  
DEVELOPMENT No 145/C031/12/001/32346

**By Law 5, Operation & Management of the Scheme**

- 1/ The Corporation shall be constituted in accordance with and shall have the powers, duties and obligations contained in part 9 of the Act.
- 2/ The Corporation may appoint a Manager to administer to the extent permitted by Regulations made under the Act, on behalf of the Corporation
- a/ The functions and obligations of the Corporation under the Act, and,
- b/ The administration and enforcement of these By Laws and the Rules.
- 3/ The Manager is to be appointed on a contract that is subject to annual review by the Corporation.
- 4/ If on an annual review the Corporation is dissatisfied with the performance of the Manager, the Corporation may terminate the Corporation Management contract.
- 5/ A Lot Owner may cast one (1) vote in respect of their Community Lot on any matter arising for decision at a General Meeting of the Corporation.

**By Law 6, Internal Fencing**

- 1/ The Fences Act 1975 (as amended) applies as between Owners of adjoining Community Lots.
- 2/ Notwithstanding By Law 6 (1) above where fencing is in need of replacement, it shall be replaced by fencing of the same type, design, height and colour.

**By Law 7, Garbage**

- 1/ The Occupiers of the respective Community Lots must provide a garbage bin for the storage of garbage upon their lots and ensure that arrangements are made for the collection of garbage by the Local Council, or it's contractor in accordance with that Councils By Laws and garbage collection arrangements.
- 2/ Garbage bins shall be stored upon the Community Lot in a position such that it is not visible from the front of the Lot, or Common Property.
- 3/ Lot Owners shall place garbage bins for collection at the kerbside on States Road in such a position so as not to affect traffic on States Road nor access to the driveway. Bins should not be placed in such a location that requires Refuse trucks to drive on any part of the common property.
- 4/ The Proprietor or Occupier of a Lot must not;
  - (1) bring or accept objects or materials onto the Lot or Common Property that are likely to cause justified offence to the other Lot owners or occupiers or;
  - (2) allow refuse to accumulate so as to cause justified offence to others.

TERMS OF INSTRUMENT NOT  
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BY LAWS  
DEVELOPMENT No 145/C031/12/001/132346

**By Law 7, Service Infrastructure**

Pursuant to the Act;

The Community Corporation shall be responsible for the maintenance, repair and replacement of the service infrastructure upon the common property and through a Community Lot, where it services another community lot.

**By Law 8, Insurance**

- 1/ The Community Corporation must review on an annual basis all Insurances affected by it and the need for new Insurances.
- 2/ Notice of an AGM of the Community Corporation must include a form of motion to decide whether Insurances affected by the Community Corporation should be confirmed, varied or extended and
- 3/ The Community Corporation must immediately effect new Insurances or vary or extend existing Insurances if there is an increased risk or a new risk.
- 4/ A Proprietor or occupier of a Community Lot must not, except with the approval of the Community Corporation, do anything that might;
  - a/ void or prejudice Insurance effected by the Community Corporation; or
  - b/ increase any Insurance Premium payable by the Community Corporation.
- 5/ Each Proprietor of a Lot shall insure all buildings and other improvements on the Lot. The Insurance must be against risks that a normally prudent person would insure against;
  - and
  - a/ must be for the full cost of replacing the Building or Improvements with new materials; and
  - b/ must cover incidental costs such as demolition, site clearance, Architects fees and Engineering fees.
- 6/ The Proprietor of each Lot must provide the Community Corporation, as requested by the Community Corporation from time to time, evidence of a current policy of Insurance effected by the Proprietor in terms of this By Law.

**By Law 9, Maintenance of a Building on a Lot**

- 1/ The Proprietor or Occupier of a Lot must maintain the exterior of the building without limitation, clean and tidy and in good repair and condition and so as to maintain the harmonious appearance of the development as a whole.
- 2/ The Proprietor or Occupier of a Lot must carry out all required maintenance on the exterior of the buildings on a lot in a proper and workmanlike manner, so as not to diminish or impede the other Lot Owners enjoyment of their respective Lots and to the satisfaction of the Community Corporation.

TERMS OF INSTRUMENT NOT  
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BY LAWS  
DEVELOPMENT No 145/C031/12/001/132346

**By Law 10, Maintenance of Landscaping on Lots**

- 1/ The Proprietor or Occupier of a Lot must ensure the landscaping upon that Lot is kept neat and tidy and free of rubbish, and to the satisfaction of the Community Corporation.
- 2/ Lot Owners are permitted to alter the landscaping with limitation, applying in the following manner;
  - a/ no trees shall be planted with would exceed a height of five metres and;
  - b/ no tree shall be planted closer to a building on either lot than its potential maximum height.
  - c/ All trees, shrubs and bushes etc shall be kept neatly trimmed so as not to appear unruly.
  - d/ Dead plants or shrubs shall be removed and replaced with a plant or shrub of a similar type

**By Law 11, Keeping Pets**

- 1/ Unless otherwise resolved by ordinary resolution of the corporation a Proprietor or Occupier of a Community Lot shall be permitted to keep a Maximum of one cat and or dog but subject top any resolution of the corporation to the contrary and,
- 2/ The Proprietor or Occupier of a Lot must ensure the animal is confined to the Lot and shall not be permitted upon the Common Property unless on a suitable leash.
- 3/ The Proprietor or Occupier of a Lot who chooses to keep a pet shall be liable to the Proprietors or Occupiers of the other Lot, and all other persons lawfully on the Common Property 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 (s) caused by the animal and
- 4/ Is responsible for cleaning up after the animal from any part of their Lot or another Lot or any part of the Common Property.
- 5/ By Law 11(1) shall not apply to Occupiers, Proprietors or persons lawfully upon the Common Property or Lots who suffer a disability and require the assistance of a dog specifically trained to aid them in respect of that disability.

**By Law 12, Right of Peaceful Enjoyment**

- 1/ No Proprietor, Occupier or person lawfully upon a Lot or Common Property shall impede, interfere with or prevent the peaceful enjoyment of another Lot or Common Property.

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DEVELOPMENT No 145/C031/12/001/132346

**By Law 13, Community Corporations Right to Recover Money**

- 1/ The Community Corporation may recover any money owing to it under the By Laws or by application of the Act as a debt.
- 2/ The Proprietor to Occupier of a Lot must pay or reimburse the Community Corporation for costs, damages and expenses incurred in connection with the contemplated or actual enforcement of the By Laws, in relation to that Proprietor or Occupier, upon demand.
- 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.
- 4/ The corporation may charge interest at a rate of 12% per annum on any overdue monies owed by a Proprietor or Occupier of a lot

**By Law 14, Community Corporation not liable for Damage**

The Community Corporation is not liable for damage to or loss of property or injury to any person(s) on or near the Community Parcel due to any cause other than the negligence or a fraud of the Community Corporation or any employee or agent of the Community Corporation.

**By Law 15, Obligations of Proprietors and the Community Corporation**

Notwithstanding obligations defined under the Act;

- 1/ The Proprietors of a Lot must immediately notify the Community corporation in writing of any changes of ownership or any change of address of the Proprietors of that Lot or any change of the occupants of that lot.
- 2/ The Community Corporation should keep all appropriate Building Plans, Documents and other such records which may assist with the Administration of these Bylaws

Page 11 of 11

TERMS OF INSTRUMENT NOT  
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BY LAWS  
DEVELOPMENT No 145/C031/12/001/132346

Dated the ..... day of ...JUNE 2012

Executed by the Developer

PENSKY PTY LTD, ACN 125 415 885  
Of PO BOX 938 TORRENS PARK SA 5062

EXECUTED BY PENSKY PTY LTD,  
ACN. 125 415 885 IN ACCORDANCE  
WITH SECTION 127(1) OF THE  
CORPORATIONS LAW

.....  
DIRECTOR

.....  
SECRETARY

Orig. LF 11774488



15:29 14-Jun-2012  
2 of 4 Fees: \$0.00

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 &  
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11:06 15/06/2012 02-012089  
REGISTRATION FEE \$125.00  
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Lodged by:

Correction to INGRAM ROTHE MIDSON

ROMI


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 <i>DMW</i>
REGISTERED <i>[Signature]</i>	25 JUN 2012
pro 	REGISTRAR-GENERAL

<b>PURPOSE:</b> PRIMARY COMMUNITY  <b>MAP REF:</b> 6627/11/B  <b>LAST PLAN:</b> F56642	<b>AREA NAME:</b> MORPHETT VALE  <b>COUNCIL:</b> CITY OF ONKAPARINGA  <b>DEVELOPMENT NO:</b> 145/C031/12/001/32346	<b>APPROVED:</b> ANGELA WESTTHORP 07/06/2012  <b>DEPOSITED:</b> DEAN WATSON 25/06/2012	  <h1 style="margin: 0;">C27353</h1>  SHEET 1 OF 2  <small>34240_text_01_v04_Version_4</small>																														
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;"> <b>AGENT DETAILS:</b> SYMONDS RYAN &amp; CORNISH            UNIT 2, 212 GLEN OSMOND ROAD            FULLARTON SA 5063            PH: (08) 83799274            FAX: (08) 83798456   <b>AGENT CODE:</b> SRAC  <b>REFERENCE:</b> Z111208-CP         </td> <td style="width: 67%; vertical-align: top;"> <b>SURVEYORS CERTIFICATION:</b> I JOHN LESLIE CORNISH , 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 &gt; and &lt; on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996            7th day of June 2012 John Leslie Cornish Licensed Surveyor         </td> </tr> </table>				<b>AGENT DETAILS:</b> SYMONDS RYAN & CORNISH UNIT 2, 212 GLEN OSMOND ROAD FULLARTON SA 5063 PH: (08) 83799274 FAX: (08) 83798456  <b>AGENT CODE:</b> SRAC <b>REFERENCE:</b> Z111208-CP	<b>SURVEYORS CERTIFICATION:</b> I JOHN LESLIE CORNISH , 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 7th day of June 2012 John Leslie Cornish Licensed Surveyor																												
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<b>ANNOTATIONS:</b> THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 28 / 05 / 2012 THE COMMON PROPERTY IS DESIGNATED (C1), (C2) AND (C3) FOR LAND INFORMATION PURPOSES ONLY AND DO NOT FORM LEGAL IDENTIFIERS FOR THE COMMON PROPERTY																																	

# LOCATION PLAN

PIMPALA ROAD

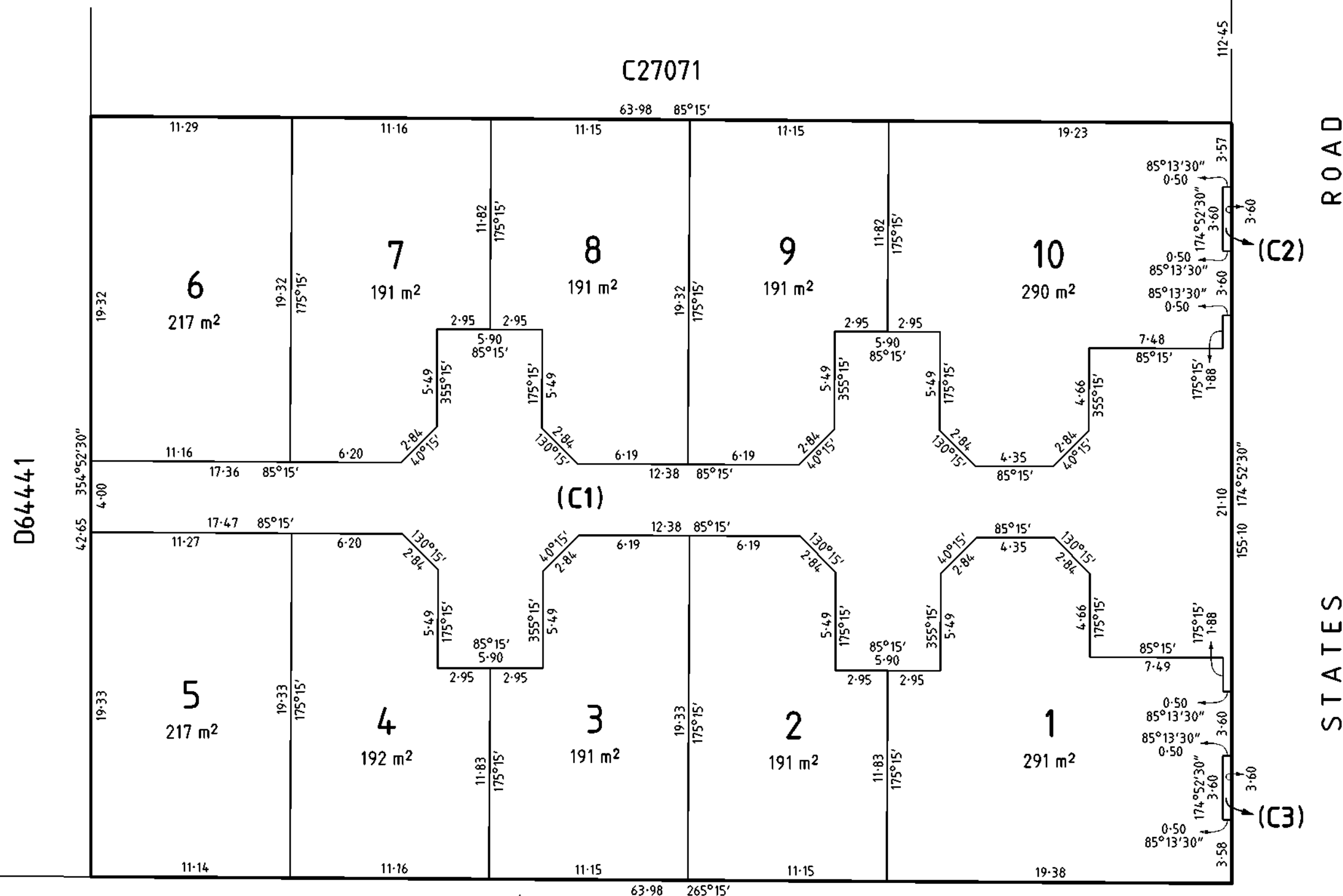
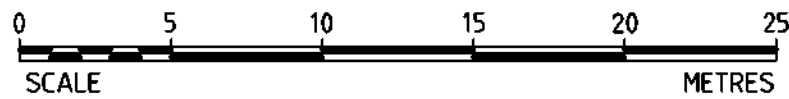
## C27353

SHEET 2 OF 2

34240\_pland\_1\_V02\_Version\_4

BEARING DATUM : ZONE : 54 MGA : 94  
DERIV : PSM's 6627/8118 TO 6627/8123

TOTAL AREA 2729 m<sup>2</sup>



**SYMONDS RYAN & CORNISH**  
SURVEYING & SUBDIVISION CONSULTANTS  
2/212 GLEN OSMOND ROAD - FULLARTON 5063  
Phone 8379 9274 Facsimile 8379 8456

DATE 07/06/12	FIELD JLC	DRAWN JRC
REF No 11 1208	CAD FILE Z 111208-CP	VER 02

# LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

**C 27353**

SHEET 1 OF 1

ACCEPTED 25 JUN 2012

PRO  
REGISTER-GENERAL

DEV No. 145: C031: 12

APPLICATION 11774487

## SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENT	SUBDIVIDED
1	1210	
2	930	
3	930	
4	930	
5	1000	
6	1000	
7	930	
8	930	
9	930	
10	1210	
<b>AGGREGATE</b>	<b>10000</b>	

## CERTIFICATE OF LAND VALUER

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

Dated the 8th.....day of.....June, 2012

Signature of Land Valuer



Level 13, 431 King William Street  
Adelaide SA 5000

## Certificate of Currency

### CHU Community Association Insurance Plan

<b>Policy No</b>	<b>ST503499</b>
<b>Policy Wording</b>	CHU COMMUNITY ASSOCIATION INSURANCE PLAN
<b>Period of Insurance</b>	28/03/2024 to 28/03/2025 at 4:00pm
<b>The Insured</b>	COMMUNITY CORPORATION NO. 27353 INC.
<b>Situation</b>	67 STATES ROAD MORPHETT VALE SA 5162

---

#### Policies Selected

##### Policy 1 – Community Property

Community property: \$159,000

Community income: \$23,850

Common area contents: \$0

##### 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

Not Selected

##### 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

23/03/2024

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.

<b>PURPOSE:</b> PRIMARY COMMUNITY  <b>MAP REF:</b> 6627/11/B  <b>LAST PLAN:</b> F56642	<b>AREA NAME:</b> MORPHETT VALE  <b>COUNCIL:</b> CITY OF ONKAPARINGA  <b>DEVELOPMENT NO:</b> 145/C031/12/001/32346	<b>APPROVED:</b> ANGELA WESTTHORP 07/06/2012  <b>DEPOSITED:</b> DEAN WATSON 25/06/2012	  <h1 style="margin: 0;">C27353</h1>  SHEET 1 OF 2  <small>34240_text_01_v04_Version_4</small>																														
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;"> <b>AGENT DETAILS:</b> SYMONDS RYAN &amp; CORNISH            UNIT 2, 212 GLEN OSMOND ROAD            FULLARTON SA 5063            PH: (08) 83799274            FAX: (08) 83798456   <b>AGENT CODE:</b> SRAC  <b>REFERENCE:</b> Z111208-CP         </td> <td style="width: 67%; vertical-align: top;"> <b>SURVEYORS CERTIFICATION:</b> I JOHN LESLIE CORNISH , 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 &gt; and &lt; on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996            7th day of June 2012 John Leslie Cornish Licensed Surveyor         </td> </tr> </table>				<b>AGENT DETAILS:</b> SYMONDS RYAN & CORNISH UNIT 2, 212 GLEN OSMOND ROAD FULLARTON SA 5063 PH: (08) 83799274 FAX: (08) 83798456  <b>AGENT CODE:</b> SRAC <b>REFERENCE:</b> Z111208-CP	<b>SURVEYORS CERTIFICATION:</b> I JOHN LESLIE CORNISH , 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 7th day of June 2012 John Leslie Cornish Licensed Surveyor																												
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## A horizontal scale bar with markings at 0, 5, 10, 15, 20, and 25. The word 'SCALE' is written below the 0 mark, and 'METRES' is written below the 25 mark. The bar itself is a thick black line with tick marks at each interval.

85°15' 130°03'40" 4.28

SHEET 2 OF 2

34240\_pland\_1\_V02\_Version\_4

BEARING DATUM : ZONE : 54 MGA : 94  
DERIV : PSM's 6627/8118 TO 6627/8123

TOTAL AREA	2729 m <sup>2</sup>
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D64441

C27071

(C1)

ROAD

STATES

SYMONDS RYAN &amp; CORNISH

**SURVEYING & SUBDIVISION CONSULTANTS**  
2/212 GLEN OSMOND ROAD - FULLARTON 5063  
Phone 8379 9274 Facsimile 8379 8456

DATE 07/06/12	FIELD JLC	DRAWN JRC
REF No 11 1208	CAD FILE Z 111208-CP VER 02	

# LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

**C 27353**

SHEET 1 OF 1

ACCEPTED 25 JUN 2012

PRO  
REGISTER-GENERAL

DEV No. 145: C031: 12

APPLICATION 11774487

## SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENT	SUBDIVIDED
1	1210	
2	930	
3	930	
4	930	
5	1000	
6	1000	
7	930	
8	930	
9	930	
10	1210	
<b>AGGREGATE</b>	<b>10000</b>	

## CERTIFICATE OF LAND VALUER

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

Dated the 8th.....day of.....June, 2012

Signature of Land Valuer

Orig. LF 11774489



15:29 14-Jun-2012

3 of 4

Fees: \$0.00

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**

499

**BELOW THIS LINE FOR AGENT USE ONLY**

11:06 15/06/2012 02-012089  
REGISTRATION FEE \$125.00  
TRANSACTION FEE \$15.00 ✓

AGENT CODE

Lodged by:

Correction to: INGRAM ROTHE MIDSON

ROMI

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

18.6.12

PASSED

REGISTERED

25 JUN 2012

*[Signature]*

pro

REGISTRAR-GENERAL



TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE

SCHEME DESCRIPTION  
DEVELOPMENT NO: 145/C031/12/001/32346

## **SCHEME DESCRIPTION**

**COMMUNITY PLAN NO. 27353**

**67 States Road Morphett Vale**

### **IMPORTANT NOTICE**

THIS DOCUMENT HAS BEEN PRODUCED TO PROVIDE INDICATIVE INFORMATION TO POTENTIAL PURCHASERS AND OTHER PARTIES WHO MAY BE CONTEMPLATING INVOLVEMENT IN THE SCHEME.

THE DOCUMENT HAS BEEN PRODUCED AT AN EARLY STAGE OF THE PROJECT AND IT IS LIKELY THAT THE FINAL DOCUMENT LODGED AT THE LANDS TITLES OFFICE WILL INCORPORATE CHANGES THAT HAVE BEEN IDENTIFIED BY THE PLANNING AUTHORITIES AND THE DEVELOPER


TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE

SCHEME DESCRIPTION  
DEVELOPMENT NO: 145/C031/12/001/32346

## INDEX

ITEM		PAGE
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3.	ENVIRONMENTAL ASPECTS OF THE DEVELOPMENT	3
4.	PURPOSE FOR WHICH THE LOTS AND COMMON PROPERTY MAY BE USED	3
5.	STANDARD OF BUILDINGS AND OTHER IMPROVEMENTS	3
6.	OBLIGATION TO DEVELOP COMMUNITY LOTS	4
7.	DEVELOPER'S OBLIGATIONS TO DEVELOP THE COMMON PROPERTY	4
8.	STAGING OF DEVELOPMENT	4
9.	ESTIMATED DATE FOR THE COMPLETION OF THE SCHEME	4
10.	CONDITIONS OF APPROVAL	4
	ENDORSEMENT BY RELEVANT AUTHORITY PURSUANT TO REGULATION 45a OF THE DEVELOPMENT REGULATIONS 1993	5

Certified correctly prepared in accordance with the requirements of the Community Titles Act, 1996  
By the person who prepared the document



.....  
SHARYN TERESE INGRAM.  
61 WHITMORE SQUARE  
ADELAIDE SA 5000

## ANNEXURE

Approved Plan

TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE

SCHEME DESCRIPTION  
DEVELOPMENT NO: 145/C031/12/001/32346

**1. DESCRIPTION OF LAND TO BE DEVELOPED UNDER THE SCHEME.**

Whole of the land comprised in Certificate of Title Volume 5795 Folio 845 and Volume 5745 Folio 854 being known as Allotments 65 and 66 States Road Morphett Vale SA 5162

**2. NATURE OF PROPOSED DEVELOPMENT**

- (1) The scheme is a development consisting of a Primary Community Scheme which is proposed to create 2 residential flat buildings each containing five dwellings with associated car parking and landscaping on Allotments 65 and 66 States Road Morphett Vale, with common property to service all parts of the Scheme.

**3. ENVIRONMENTAL ASPECTS OF THE DEVELOPMENT**

- (1) The development will use modern materials and finishes and contain equipment and appliances with high environmental features.

**4. PURPOSE FOR WHICH THE LOTS AND COMMON PROPERTY MAY BE USED.**

- (1)
- (a) 2 residential flat buildings each containing five dwellings with associated car parking and landscaping to create 10 Community Building lots for residential purposes approved by the Onkaparinga City Council
- (2) The Common Property consists of a driveway to the Residential Garage Lots for parking, and is to be used by the proprietors and occupiers of the community lots and persons authorised by them from time to time in accordance with the By-Laws of the Community Scheme.

**5. STANDARD OF BUILDING AND OTHER IMPROVEMENTS**

- (1) The improvements will be completed in accordance with development approvals and substantially in accordance with the Architect's Plans attached to this Scheme Description.
- Brick Veneer on timber frame UNO
  - Selected Colorbond roof sheeting
  - 300 wide boxed eaves overhangs
  - Colorbond Gutters and Downpipes
  - Colorbond Fascias and Barges
  - 2700 floor to ceiling height
  - Aluminium Framed Windows UNO
  - Obscure glazing to wet area windows
  - Selected Face Brick generally UNO
- (3) The standard of work to be performed and the materials to be used will be to a high standard using best current practices.

TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE

SCHEME DESCRIPTION  
DEVELOPMENT NO: 145/C031/12/001/32346

- (2) The development of the Community Lots and the Common Property is to take place in accordance with all statutory and other approvals obtained under the Development Act 1993.

**6. OBLIGATION TO DEVELOP COMMUNITY LOTS**

- (1) The Developer is under an obligation to complete the proposed development, in accordance with the Scheme Description.

**7. DEVELOPER'S OBLIGATIONS TO IMPROVE OR DEVELOP THE COMMON PROPERTY**

- (1) The Developer will construct the driveways and other improvements on the Common Property and undertake associated landscaping and install service infrastructure in accordance with Development Approvals.
- (2) The standard of work to be performed and the materials to be used on the Common property will be of a high standard and using best current practices.

**8. STAGING OF DEVELOPMENT**

- (1) The Scheme is not a staged development
- (2) The order of completion of work on each Lot will be arranged as required by the developer and may not be in any specific order.

**9. ESTIMATED DATE FOR THE COMPLETION OF THE SCHEME**

The anticipated completion date is expected to be on or before 31/12/2012

**10. CONDITIONS OF APPROVAL**

- (1) Final conditions of approval have not yet been obtained.

DATED THIS 14TH DAY OF JUNE 2012

TERMS OF INSTRUMENT  
NOT CHECKED BY  
LANDS TITLES OFFICE

SCHEME DESCRIPTION  
DEVELOPMENT NO: 145/C031/12/001/32346

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

1. All the consents or approvals required under the Development Act 1993 in relation to the division of 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.
2. This endorsement does not limit a relevant authority's right to refuse or to place conditions on development authorisation under the Development Act 1993 in relation to any other development envisaged by this scheme description.

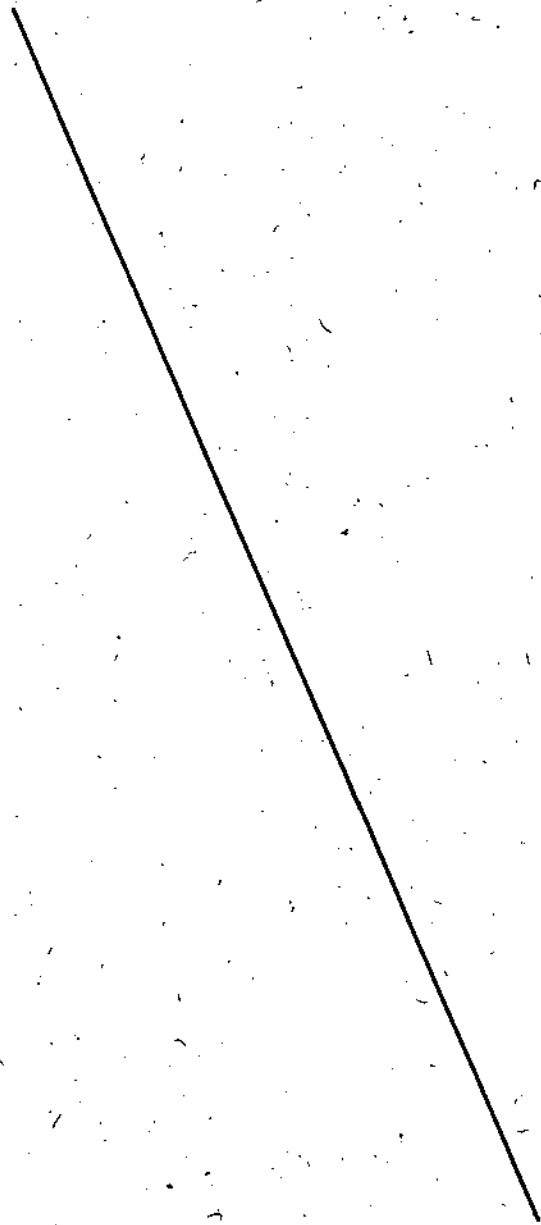
Signed.....

Name ..... *Janaki Bense* .....

Title ..... *Acting Team Leader - Planning* .....

Date: *13* / *06* / 2012

✓



# CITY OF ONKAPARINGA

## DECISION NOTIFICATION FORM

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

**DEVELOPMENT  
NUMBER**

145/6005/2012

**DAC Reference** : 145/C031/12

**LAND DIVISION**

**FOR DEVELOPMENT APPLICATION**

**DATED:**

21-Feb-2012

**REGISTERED ON:**

28-Feb-2012

<b>TO:</b>	Pensky Pty Ltd C/- Symonds & Ryan 214 Glen Osmond Rd FULLARTON SA 5063
------------	---

LOCATION OF PROPOSED DEVELOPMENT	
<b>PROPERTY DESCRIPTION</b>	Allot 65 Sec 1477 FP 152041, Allot 66 Sec 1477 FP 152042
<b>PROPERTY ADDRESS</b>	67-69 States Road, MORPHETT VALE SA 5162
<b>CERTIFICATE(S) OF TITLE</b>	CT-5795/845, CT-5795/854

NATURE OF PROPOSED DEVELOPMENT
Community Division (2 into 10)

*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.*

<b>Date of Decision:</b> 12-Apr-2012	
<b>Signed:</b>	<input checked="" type="checkbox"/> Council Chief Executive Officer or Delegate
<b>Date:</b>	<input checked="" type="checkbox"/> Sheets Attached

## CITY OF ONKAPARINGA

---

DEVELOPMENT APPLICATION NUMBER : 145/6005/2012  
APPLICANT : Pensky Pty Ltd  
LOCATION : 67-69 States Road, MORPHETT VALE SA 5162  
PROPOSED DEVELOPMENT : Community Division (2 into 10)  
DECISION : Development Approval  
DATE OF DECISION : 12-Apr-2012

### ***DEVELOPMENT PLAN CONSENT***

#### ***Conditions of Consent by Council***

1. All development shall be completed 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 S A Water Corporation shall be met for the provision of water supply and sewerage services. (S A Water G940758)
2. Payment of \$49200 shall be made into the Planning and Development Fund (8 lots @ \$6150/lot). Cheques shall be made payable and marked "Not Negotiable" to the Development Assessment Commission and payment made on the 5th Floor, Roma Mitchell House, 136 North Terrace, Adelaide, or sent to GPO Box 1815, Adelaide, or via the internet at [www.edala.sa.gov.au](http://www.edala.sa.gov.au)
3. A copy of a certified survey plan shall be lodged for Certificate purposes.

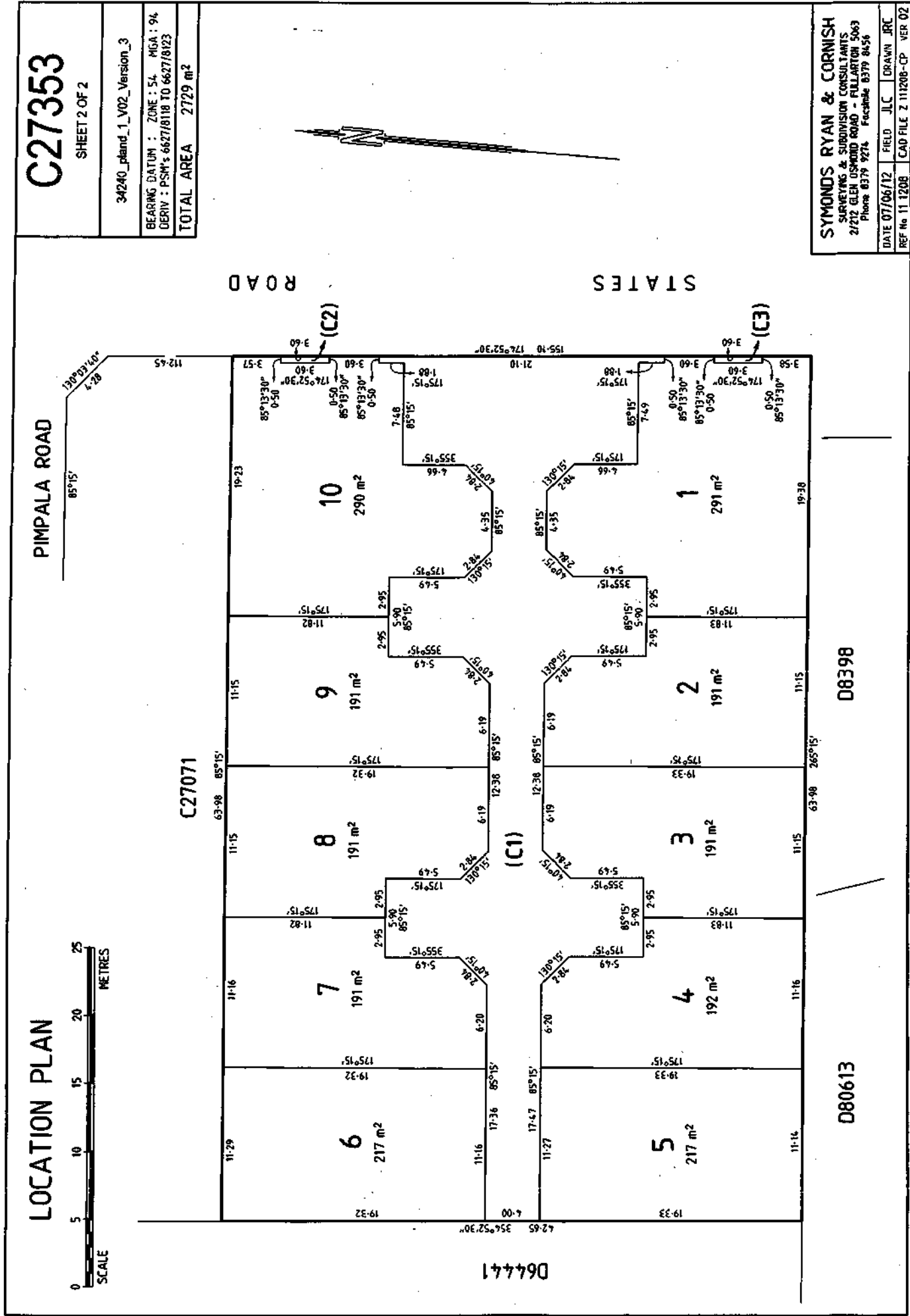
#### ***Note(s)***

1. Please note this division will result in changes to current property addresses. Please contact a Business Support officer on 8384 0666 for confirmation.
2. ***SA Water notes***  
The financial requirements of SA Water shall be met for the provision of water supply and sewerage services.
  - For further processing of this application by SA Water to establish the full requirements and costs of this development the developer will need to advise SA Water of their preferred servicing option. Information of our servicing options can be found at: <http://www.sawater.com.au/SAWater/DevelopersBuilders/ServicesForDevelopers/Customer+Connections+Centre.htm>. For further information or queries please contact SA Water Land Developments on 7424 1119.
  - 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.

## APPROVED - NOT YET DEPOSITED

PURPOSE:	PRIMARY COMMUNITY	AREA NAME:	MORPHETT VALE	APPROVED:	ANGELA WESTTHORP 07/06/2012	 <b>C27353</b> SHEET 1 OF 2 34240_text_01_v03_Version_3
MAP REF:	8627/1118	COUNCIL:	CITY OF ONKAPARINGA	DEPOSITED:		
LAST PLAN:	F56642	DEVELOPMENT NO:	145/C03/112/001/32346			
AGENT DETAILS:	SYMONDS RYAN & CORNISH UNIT 2, 212 GLEN OSMOND ROAD FULLARTON SA 5063 PH: (08) 83799274 FAX: (08) 83798456 SRAC REFERENCE: Z111208-CP					
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AGENT CODE:	SRAC					
REFERENCE:	Z111208-CP					
SUBJECT TITLE DETAILS:						
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN
CT	5795	845		ALLOTMENT(S)	65	F
					152041	NOARLUNGA
CT	5795	854		ALLOTMENT(S)	66	F
					152042	NOARLUNGA
OTHER TITLES AFFECTED:						
EASEMENT DETAILS:						
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF
						CREATION
ANNOTATIONS: THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 28 / 05 / 2012 THE COMMON PROPERTY IS DESIGNATED (C1), (C2) AND (C3) FOR LAND INFORMATION PURPOSES ONLY AND DO NOT FORM LEGAL IDENTIFIERS FOR THE COMMON PROPERTY						

APPROVED - NOT YET DEPOSITED



Orig. LF 11774489A



15:29 14-Jun-2012

4 of 4

Fees: \$0.00

LF

Series No.

4

\$140

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**

16:06 22/06/2012 01-020478  
REGISTRATION FEE \$125.00  
TRANSACTION FEE \$15.00

**BELOW THIS LINE FOR AGENT USE ONLY**

AGENT CODE

Lodged by:

Correction to: INGRAM ROTHE MIDSON

ROMI

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

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

PICK-UP NO.	11774489
CP	27353

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

ITEM(S)	AGENT CODE

CORRECTION	PASSED <i>DM</i>
REGISTERED <i>[Signature]</i>	25 JUN 2012 <i>[Signature]</i> pro REGISTRAR-GENERAL



TERMS OF INSTRUMENT NOT  
CHECKED BY LANDS TITLES OFFICE

DEVELOPMENT CONTRACT  
DEVELOPMENT NO 145/C031/12/001/32346

**DEVELOPMENT CONTRACT**

**FOR**

**67 STATES ROAD MORPHETT VALE**

**COMMUNITY CORPORATION No: 27353 INCORPORATED**

**DEVELOPER**  
**PENSKY PTY LTD,**

**INGRAM ROTHE MIDSON**

**61 WHITMORE SQUARE ADELAIDE SA 5000  
GPO BOX 2654 ADELAIDE SA 5001**

**PHONE 8212 2990  
Fax 8212 5605**

**Email: [Sharyn@irmc.net.au](mailto:Sharyn@irmc.net.au)**

**THIS DEVELOPMENT CONTRACT SHOULD BE READ IN CONJUNCTION WITH THE BY  
LAWS AND SCHEME DESCRIPTION FOR THE DEVELOPMENT AND THE COMMUNITY  
TITLES ACT AND REGULATIONS 1996 AS AMENDED**

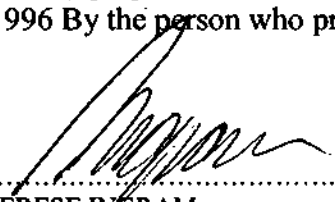
TERMS OF INSTRUMENT NOT  
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DEVELOPMENT CONTRACT  
DEVELOPMENT No 145/C031/12/001/32346

**INDEX**

<b>Item</b>	<b>Subject</b>	<b>Page No</b>
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3.	Development Authorisation	4
4.	Plans relating to the Development	4
5.	Landscaping of Common Property	4
6.	Location and Design	4
7.	Developer to use care	4
8.	Developer to repair	4
9.	Access by Developer	5
10.	Working Hours	5
11	Obligation of the Owner & Community	5
12	Estimate Date for completion	5
13	Standard of Work	5
13	Plans relating to the Development	7-23

Certified correctly prepared in accordance with the requirements of the Community  
Titles Act, 1996 By the person who prepared the document



.....  
SHARYN TERESE INGRAM.  
61 WHITMORE SQUARE  
ADELAIDE SA 5000

TERMS OF INSTRUMENT NOT  
CHECKED BY LANDS TITLES OFFICE

DEVELOPMENT CONTRACT  
DEVELOPMENT No 145/C031/12/001/32346

**COMMUNITY TITLES ACT. 1996**  
**COMMUNITY DEVELOPMENT CONTRACT**

This contract contains details of a community scheme which is proposed to be developed on the land described herein.

This contract should not be considered alone but in conjunction with the results of searches and inquiries normally made in respect of lots of this type. The scheme description and by-laws lodged at the Lands Titles Office Adelaide set out further details of the scheme, the management and rules governing the scheme and also provide further details of the rights and obligations of lot owners under the scheme

The terms of this contract are binding on the original proprietor and any purchaser or occupier of a lot in the scheme. In addition, the original proprietor covenants with the Community Corporation and with subsequent proprietors jointly and with each of them severally to develop the land the subject of this scheme in accordance with the consent obtain in the terms of Development Application No 145/C0312/12/001/32346

Further particulars about the details of the scheme are available from the City of Onkaparinga in development application no 145/C0312/12/001/32346

**IDENTIFICATION OF LAND TO BE DEVELOPED UNDER THE SCHEME**

The land being developed is the whole of the land comprised in Certificate of Title Register Books  
Volume 5745 Folio 845 and Volume 5745 Folio 854 and more particularly known as Allotments 65 and 66 States Road Morphett Vale SA 5162

**NATURE OF PROPOSED DEVELOPMENT**

The development will comprised 10 community lots and three common lots (the common property)

The common property C1 will be paved and line marked by the developer and is for the purpose of driveways to the Residential Lots for access to the lots, C2 and C3 will be Landscaped

TERMS OF INSTRUMENT NOT  
CHECKED BY LANDS TITLES OFFICE

DEVELOPMENT CONTRACT  
DEVELOPMENT No 145/C031/12/001/32346

#### **DEVELOPMENT AUTHORISATION**

Development approval has been received for the scheme.

#### **PLANS RELATING TO THE DEVELOPMENT**

The developer has obtained approval of the division of the land into 10 primary Community Lots and three common property lots.

#### **LOCATION, DESIGN AND DESCRIPTION OF DEVELOPMENT**

Lots 1, 2, 3, 4 & 5 will be developed, as a one level residential unit comprising 3 bedroom, Bathroom, Living Room Kitchen and Laundry with Garage under main roof. Lot 6, 7, 8, 9 & 10 will be developed, as a one level residential unit comprising 3 bedroom, Bathroom, Living Room Kitchen and Laundry with Garage under main roof.

The developer will provide landscaping to the front garden of all lots with shrubs and will install an irrigation system. Each lot owner must maintain the landscaping on their lot subject to the terms contain in the by-laws.

A site plan is attached.

#### **LANDSCAPING OF COMMON PROPERTY**

The common property C1 comprised an access driveway to residential garages Common property C2 and 3 will be landscaped.

The land scaping will be established and will be maintained in good condition at all times by the Community Corporation.

#### **DEVELOPER TO USE CARE AND CONSIDERATION DURING DEVELOPMENT**

The developer hereby undertakes that, in performing its obligations under this contract, it will interfere as little as is reasonable practicable with the use and enjoyment of the lots and common property.

#### **DEVELOPER TO REPAIR**

If the developer or its' contractors, employees or agents cause any damage to the common property whilst completing the obligations of the developer under this contract, then the developer undertakes to repair, or to pay the cost of repairing, that damage as soon as it is reasonable practicable to do so.

TERMS OF INSTRUMENT NOT  
CHECKED BY LANDS TITLES OFFICE

DEVELOPMENT CONTRACT  
DEVELOPMENT No 145/C031/12/001/32346

#### **ACCESS BY DEVELOPER TO THE LOTS**

The developer will require access to the scheme for the purpose of carrying out its' obligation of construction, repair and maintenance and also for preparation of the site. Access to the site will be along the common property. The developer reserves the right for itself, its' contractors and employees and agents to pass over the common property by any means to gain access during the construction, repair and maintenance.

#### **WORKING HOURS**

The hours during which work will be undertaken on the scheme will be between 7.00 am and 7.00 pm from Monday to Saturday (both inclusive). If it should be necessary for essential or urgent work to be carried out at time other than these, then the developer will seek the approval of the owners in the scheme. Such approval shall continue until completion of the necessary work and shall not be capriciously withheld.

#### **OBLIGATION OF COMMUNITY CORPORATION AND OTHER OWNERS**

The Community Corporation and other owners shall allow the developer, the developer's agents, employees and contractors access as required during the course of construction repair and maintenance to enable the developer to carry out its' obligations. The Community Corporation will also be responsible for the ongoing maintenance of the improvements to the common property after installation and construction by the developer

#### **ESTIMATED DATE FOR THE COMPLETION OF THE SCHEME**

The developer is to use its best endeavours to complete all works on the scheme by 31st December, 2012

#### **STANDARD OF WORK**

The standard of work to be performed and the materials to be used are to be of least fair average standard or of any higher standard at the sole discretion of the developer. All work and mater will be in accordance with development consent.

TERMS OF INSTRUMENT NOT  
CHECKED BY LANDS TITLES OFFICE

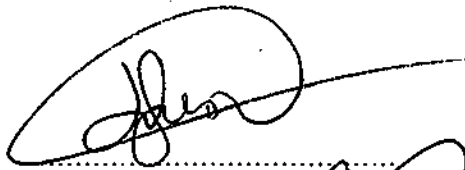
DEVELOPMENT CONTRACT  
DEVELOPMENT No 145/C031/12/001/132346

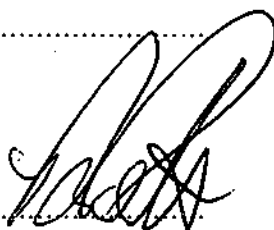
EXECUTION BY THE DEVELOPER

Dated the 19<sup>th</sup> day of JUNE 2012


PENSKY PTY LTD, ACN 125 415 885  
Of PO BOX 938 TORRENS PARK SA 5062

EXECUTED BY PENSKY PTY LTD,  
ACN. 125 415 885 IN ACCORDANCE  
WITH SECTION 127(1) OF THE  
CORPORATIONS LAW

  
.....  
DIRECTOR

  
.....  
SECRETARY

# APPROVED - NOT YET DEPOSITED

PURPOSE: PRIMARY COMMUNITY		AREA NAME: MORPHETT VALE		APPROVED: ANGELA WESTTHORP 07/08/2012		 <b>C27353</b>	
MAP REF: 6627/11B		COUNCIL: CITY OF ONKAPARINGA		DEPOSITED:		SHEET 1 OF 2 3/240_text_01_v03_Version_3	
LAST PLAN: F56642		DEVELOPMENT NO: 145/C03/1/2001/32346					
<b>AGENT DETAILS:</b> SYMONDS RYAN & CORNISH UNIT 2, 212 GLEN OSMOND ROAD FULLARTON SA 5083 PH: (08) 83799274 FAX: (08) 83798456 SRAC		<b>SURVEYORS CERTIFICATION:</b> I JOHN LESLIE CORNISH, 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 1986 7th day of June 2012 John Leslie Cornish Licensed Surveyor					
<b>AGENT CODE:</b> SRAC <b>REFERENCE:</b> Z111208-CP							
<b>SUBJECT TITLE DETAILS:</b>							
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER HUNDRED / IA / DIVISION
CT	5795	845		ALLOTMENT(S)	65	F	152041 NOARLUNGA
CT	5795	854		ALLOTMENT(S)	66	F	152042 NOARLUNGA
OTHER TITLES AFFECTED:							
<b>EASEMENT DETAILS:</b>							
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	
						CREATION	
<b>ANNOTATIONS:</b> THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 28 / 05 / 2012 THE COMMON PROPERTY IS DESIGNATED (C1), (C2) AND (C3) FOR LAND INFORMATION PURPOSES ONLY AND DO NOT FORM LEGAL IDENTIFIERS FOR THE COMMON PROPERTY							

APPROVED - NOT YET DEPOSITED

# LOCATION PLAN



PIMPALA ROAD

C27071

ROAD

STATES

C27353

SHEET 2 OF 2

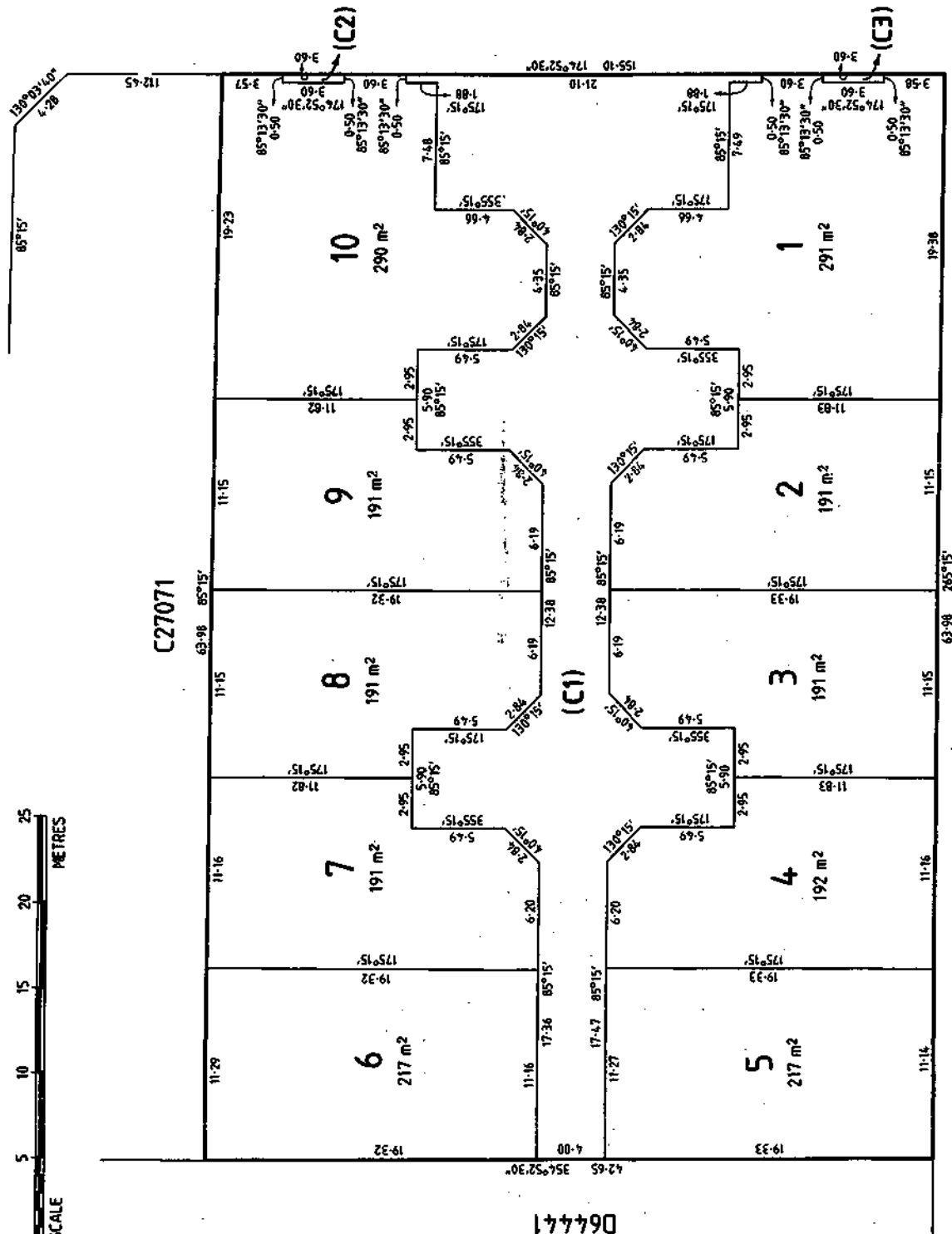
34240\_pland\_1\_V02\_Version\_3

BEARING DATUM : ZONE : 54 MGA : 94  
DERIV : PSW's 6627/8118 TO 6627/8123

TOTAL AREA 2729 m<sup>2</sup>

SYMONDS RYAN & CORNISH  
SURVEYING & SUBDIVISION CONSULTANTS  
2/212 GLEN OSWALD ROAD - FULLARTON 5803  
Phone 8379 9274 Facsimile 8379 8456

DATE 07/06/12 FIELD JLC DRAWN JRC  
REF No 11 1208 CAD FILE 2 111208-CP VER 02

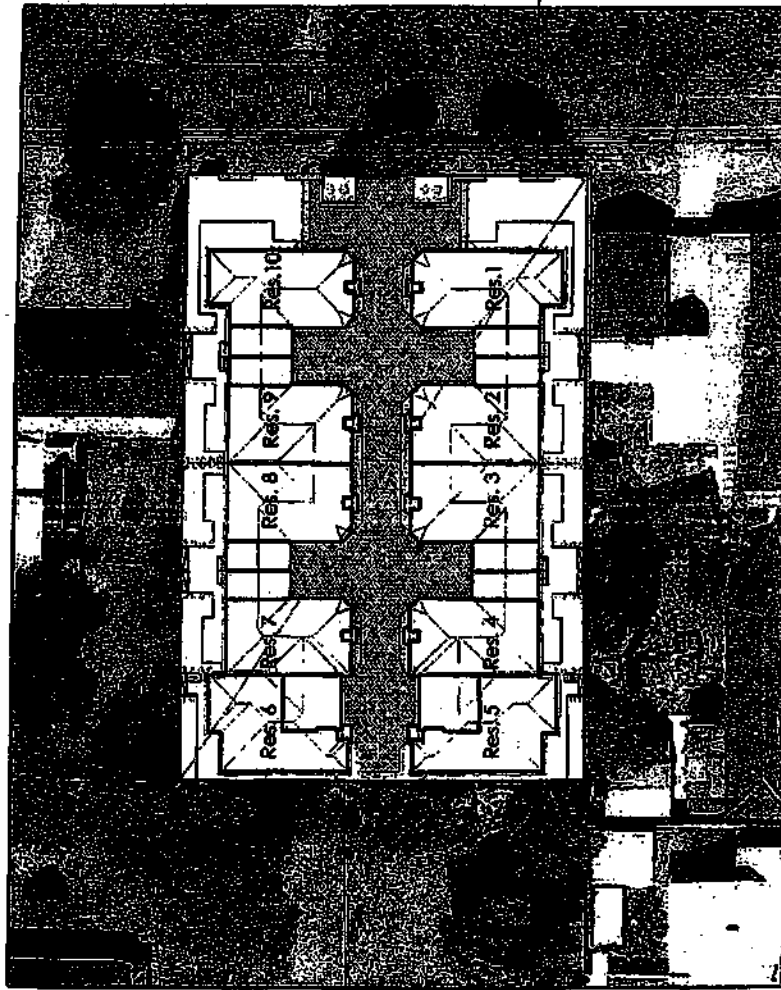


D8398

D80613

064471

**Proposed 10 Dwelling  
Community Title  
Development**



1.8m High Colorbond  
boundary fencing generally.  
Low sloped retaining walls  
under fences to Engineer's  
details (to be confirmed).

2.0m High Articulated Front Fence  
(extending Minib and Timber  
lots) with 500 deep planting bays  
(see below).



**Locality Plan**

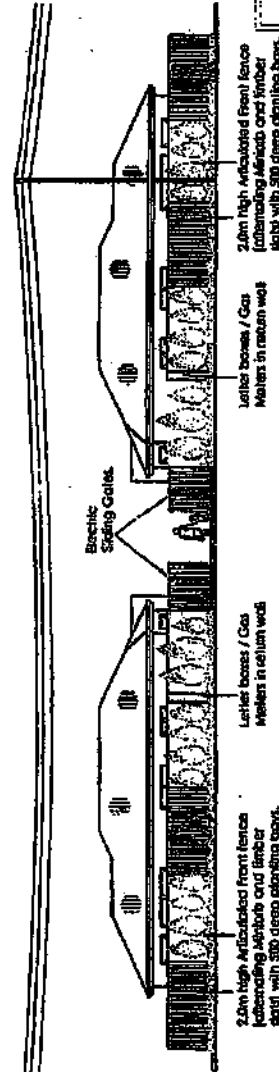
SCALE 1:500

Approx. North Arrow

25m

**View from States Road**

SCALE 1:200



**Proposed Development**

Locality Plan - Working DWG WD1

at - 65 States Road, Maitland Vale

for - Pensky Pty Ltd

Date - 4 Nov. 11

Sheet 1 of 17

Site / Building Average Areas:

Site Area: 2727.6 m<sup>2</sup>  
Site Coverage: 1373.6 m<sup>2</sup> (50%)  
Priv. Open Space: 685.2 m<sup>2</sup> (25%)

ISSUED FOR CONSTRUCTION

contractor to verify all  
dimensions on site before  
commencing construction  
© copyright remains  
the property of the  
designer at all times

**McCA Design (Pty) Ltd**

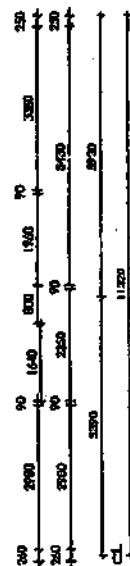
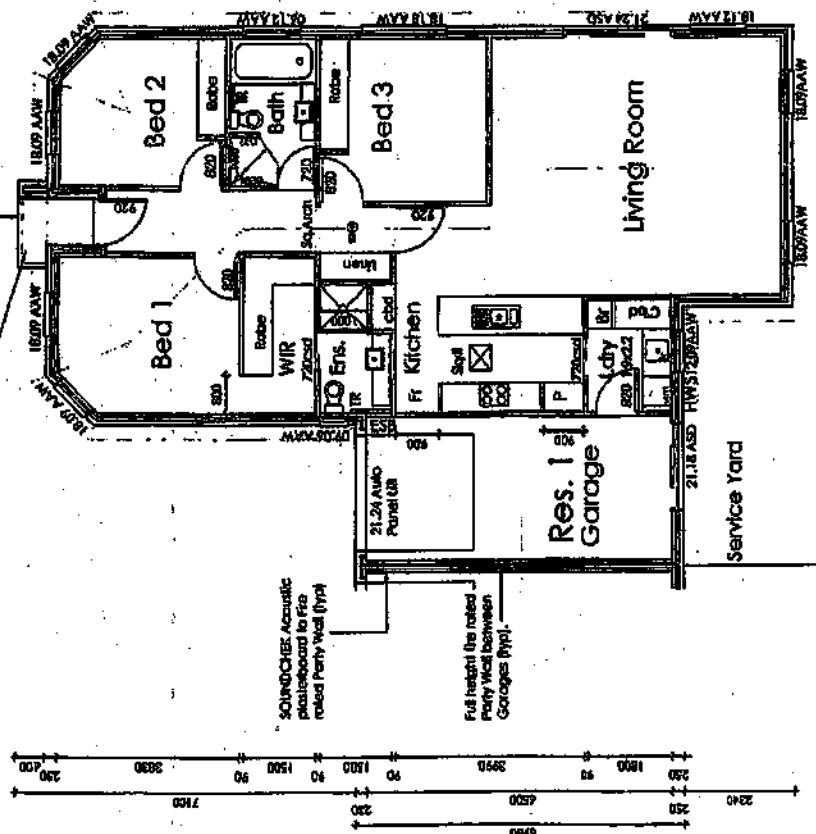
11 Highland Drive, Redwood Heights  
084 130 175 672





Someones stands well to Porficio with  
Conditioner roof / feature capitol  
Hondan Porficio over Porficio (Typ).

Porficio line on  
slab and down to  
relocate level.



Building Area: m <sup>2</sup>	
Residence 1 & 10	123.4
Living Area:	21.7
Garage:	21.7
Front Porch:	2.1
Total Floor Area:	147.4
POB: 141.8	

**Termite Control Method:**  
Complete Pest Control "Infillor"  
system or similar installed to  
manufacturers specifications.

External Alarm: unit to be roof mounted  
24 hr height level Perforated System  
PRTS to manufacturers option  
generally (48 / 48 / 40) (1000).

Party Wall  
HWS  
ad @  
ad @

**Floor Plan Res. 1**  
SCALE 1:100



Approx North 0 1 2 3 4 5m

ISSUED FOR CONSTRUCTION

**Proposed Development**

Floor Plan 1 - Working Dwg WD 1

at - 65 States Road, Morphett Vale

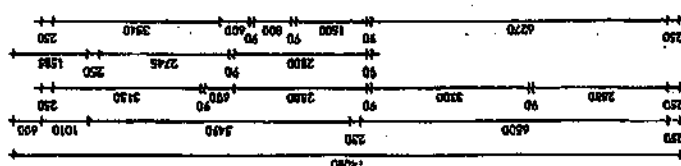
for - Pensky Pty Ltd

Date - 4 Nov. 11 Sheet 3 of 17

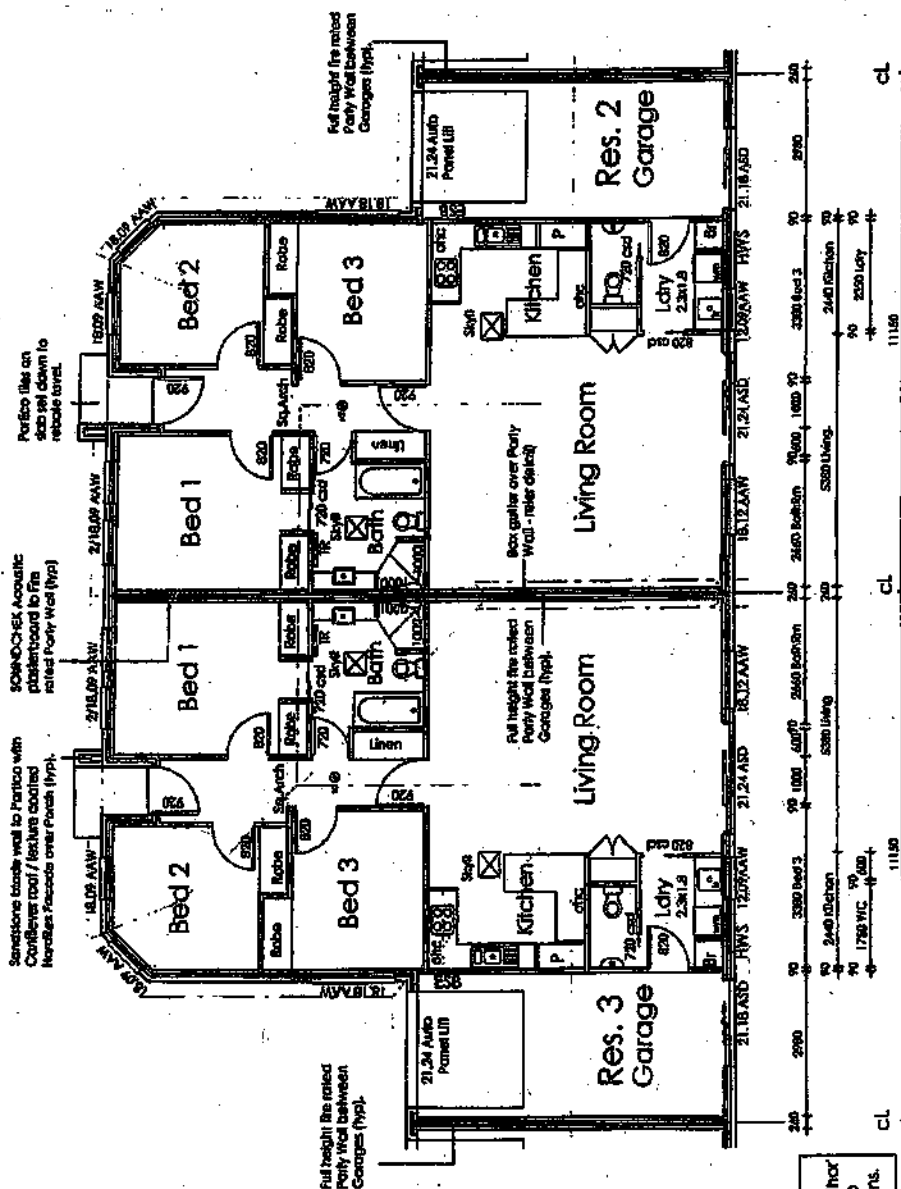
© copyright remains  
the property of the  
designer of the  
commencing construction

*McCA Design (SAS) Pty Ltd*

11 Highland Drive, Seaford Heights  
ACM 120 175 274



Building Area: m<sup>2</sup>  
 Landscaping 2-4, 7, 9, 10  
 Living Area 103.9  
 Garage 21.7  
 Front Porch 2.1  
 Total Floor Area: 131.7  
 COS: 53.4



**Termite Control Method:**  
Complete Pest Control Trilith®  
system or similar installed to  
manufacturers specifications.

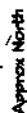
Explosion Alcan. unit to be re-mounted at full height Solar Panel System PWT3 to manufacturers details generally 160 / 60 / 60 rated).

— (first two) and Winter Gardens

**⇒ Heart Wand Smoke Detector.**

• Ceiling mounted exhaust

ions directed to outside.



Approx North

**Floor Plans Res. 2-3**

**SCALE 1 : 100**

Approx North

Approx North

### **Proposed Development**

**Floor Plan 2 - Working Dwg WD1**

at - 65 States Road, Morphet Vale

for - Pensky Ptv Ltd

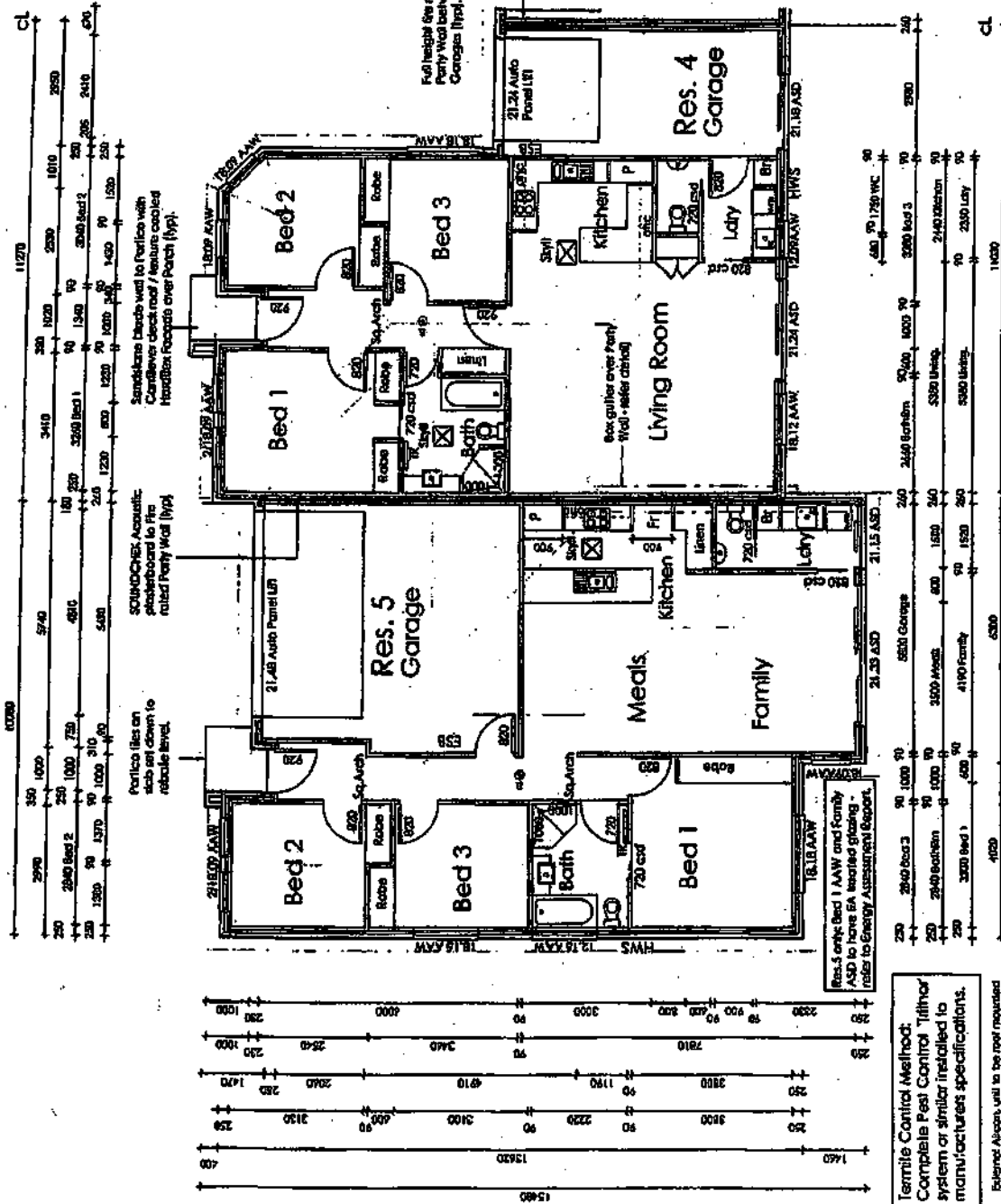
Date - 4 Nov. 17

contractor to verify all dimensions on site before commencing construction

McA Design (S.A.) Pty Ltd

11 Kilnwood Drive, Hoboken, NJ 07030

7251101



# **Proposed Development**

Floor Plan 3 - Working Dwg WD1

at - 65 Stables Road, Morphett Vale

for - Pensky Pty Ltd

Date - 4 Nov.11 Sheet 5 of 17

## **Floor Plan Res. 4 & 5**

SCALE 1:100



Approx North

0 1 2 3 4 5m

ISSUED FOR CONSTRUCTION

contractor to verify all  
 dimensions on site before  
 commencing construction  
 designer of lines

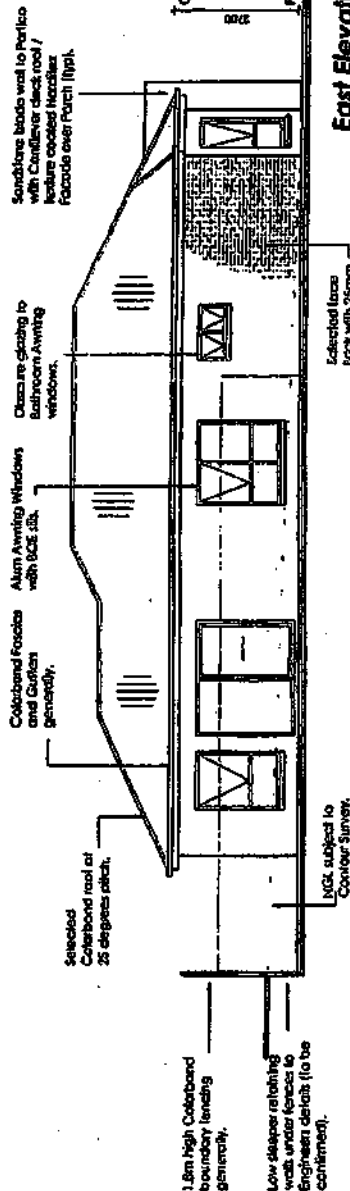
**MCA Design (SA) Pty Ltd**

11 Highland Drive, Seaford Heights

ACH 128 175 674



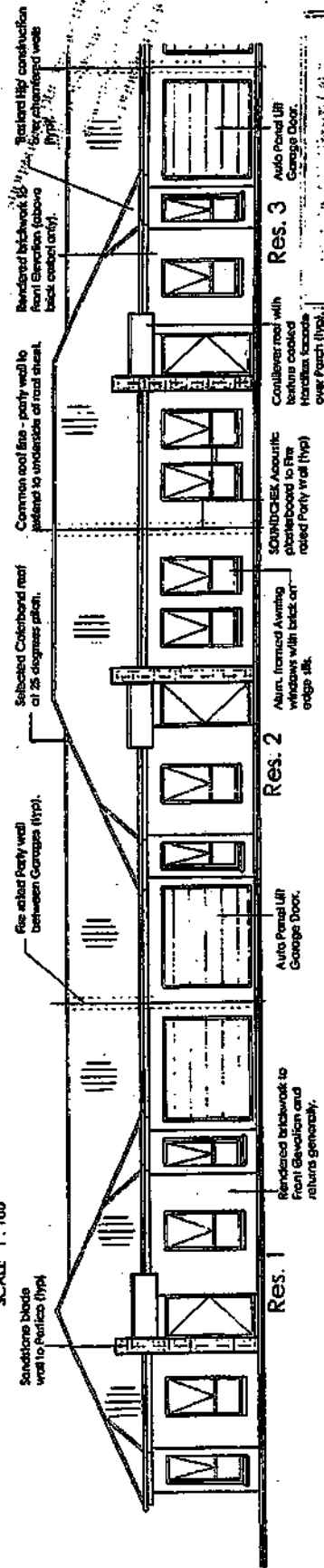
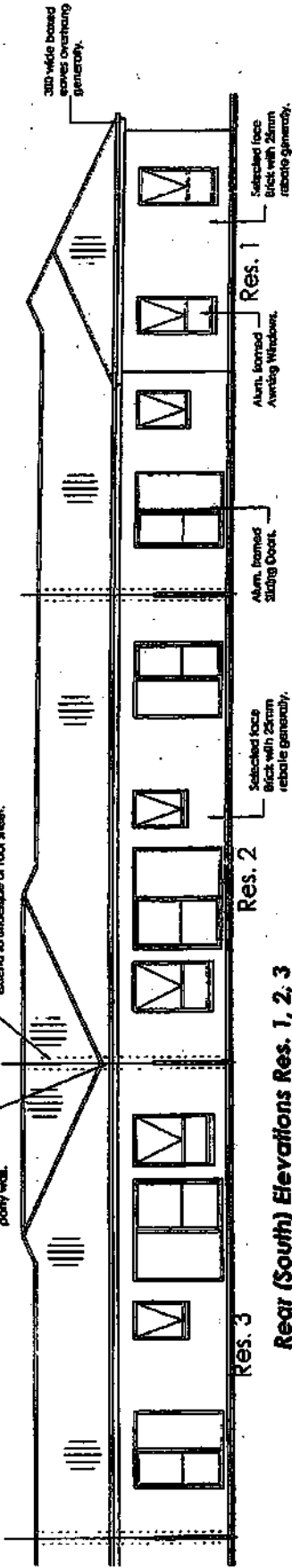
1991年12月



**General Notes:**

- Back veneer on timber frame UNO
- Selected Colorband roof sheathing at 25 degrees pitch.
- 300 wide board eaves overhangs
- Colorband Gutters and Downpipes
- Colorband fascia and Barges
- 2700 floor to ceiling height
- Aluminium framed Windows UNO
- Clasare glazing to wet area windows
- Selected fascia brick generally UNO.

**Note:**  
Windows and doors shown indicative only.



**Front (North) Elevations Res. 1, 2, 3**  
SCALE 1:100

**Proposed Development**  
Elevations - Working Dwg WD1  
at - 65 States Road, Morphett Vale  
for - Pensky Pty Ltd  
Date - 4 Nov.11



ISSUED FOR CONSTRUCTION

contractor to verify all dimensions on site before commencing construction

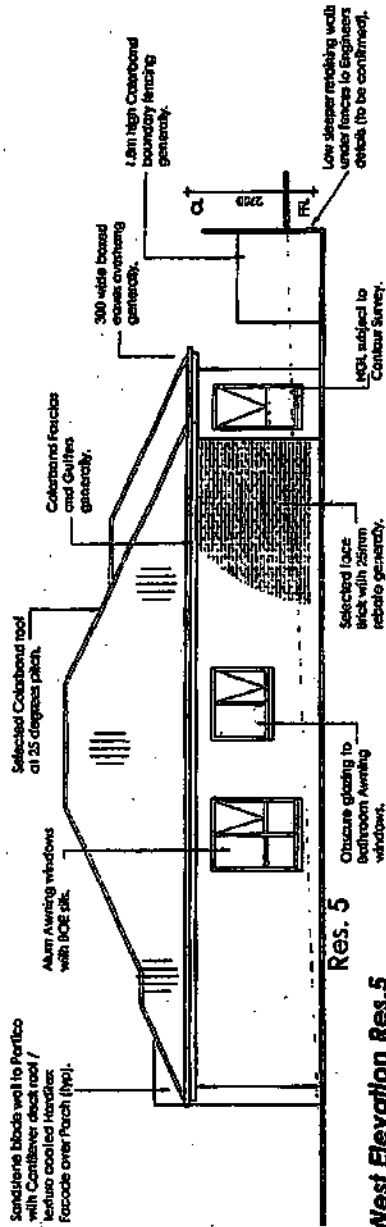
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**McCA Design (Pty) Ltd**  
11 Highland Drive, Bellwood Heights  
Acm 130 175 374

# General Notes:

- Black veneer on timber frame UNO
- Selected Colabond roof sheeting at 25 degrees pitch.
- 300 wide board eaves overhangs
- Colabond Gutters and Downpipes
- Colabond Fascia and Barges
- 2700 bar to ceiling height
- Aluminium framed Windows UNO
- Obscure glazing to wet area windows
- Selected face brick generally UNO.

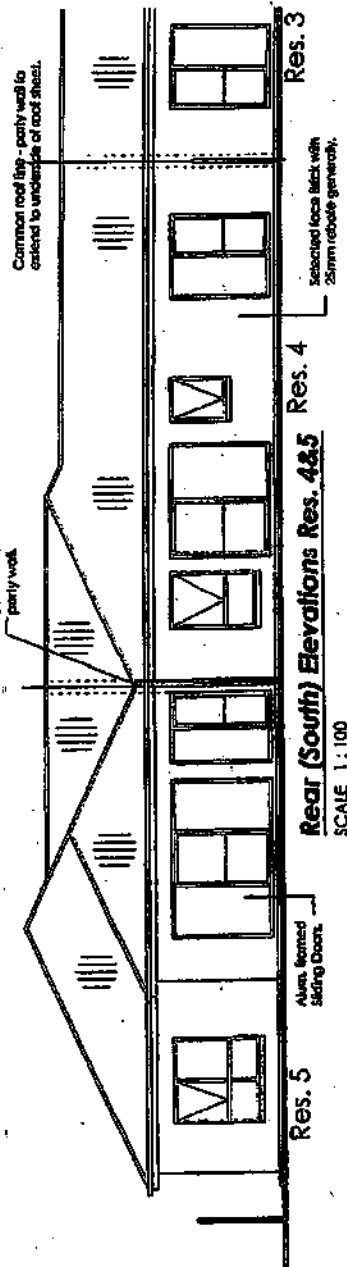
Note:

Windows and doors shown indicative only.



**West Elevation Res. 5**

SCALE 1:100



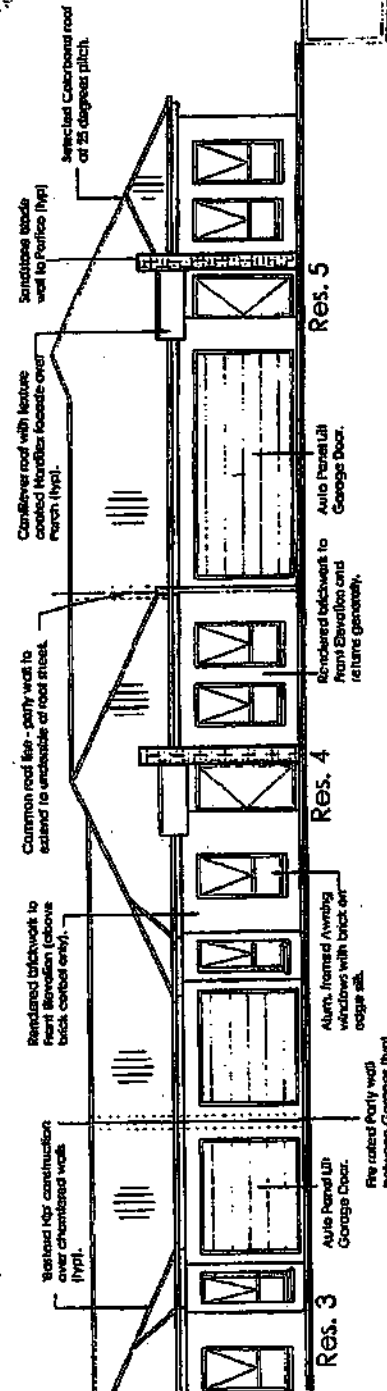
**Res. 3**

**Res. 4**

**Res. 5**

**Rear (South) Elevations Res. 4 & 5**

SCALE 1:100



**Res. 3**

**Res. 4**

**Res. 5**

**Front (North) Elevations Res. 4 & 5**

SCALE 1:100

## Proposed Development

Elevations - Working Dwg WD1

at - 45 States Road, Morphet Vale

for - Pensky Pty Ltd

Date - 4 Nov.11

Sheet 10 of 17

## Front (North) Elevations Res. 4 & 5

SCALE 1:100

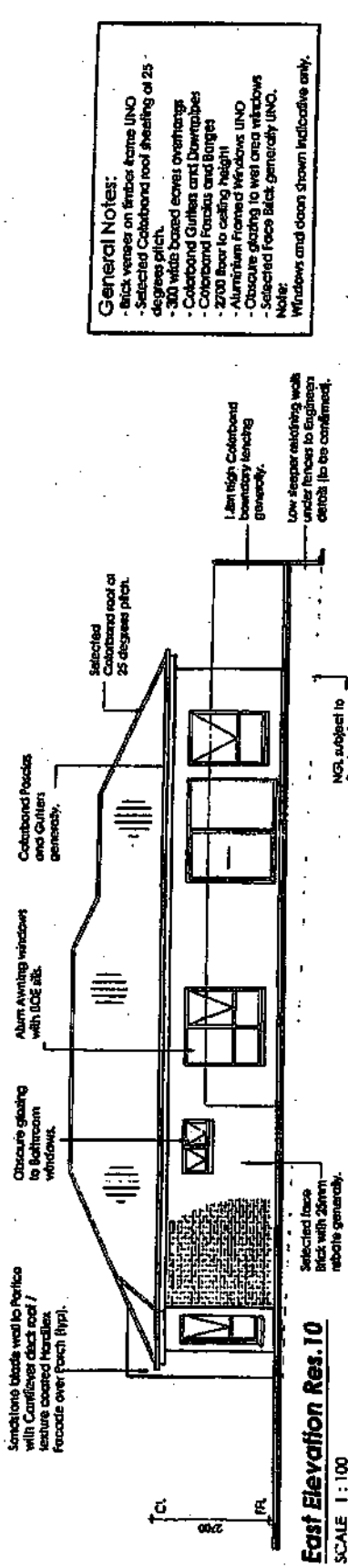
contractor to verify all dimensions on site before commencing construction

copyright remains the property of the designer of all times

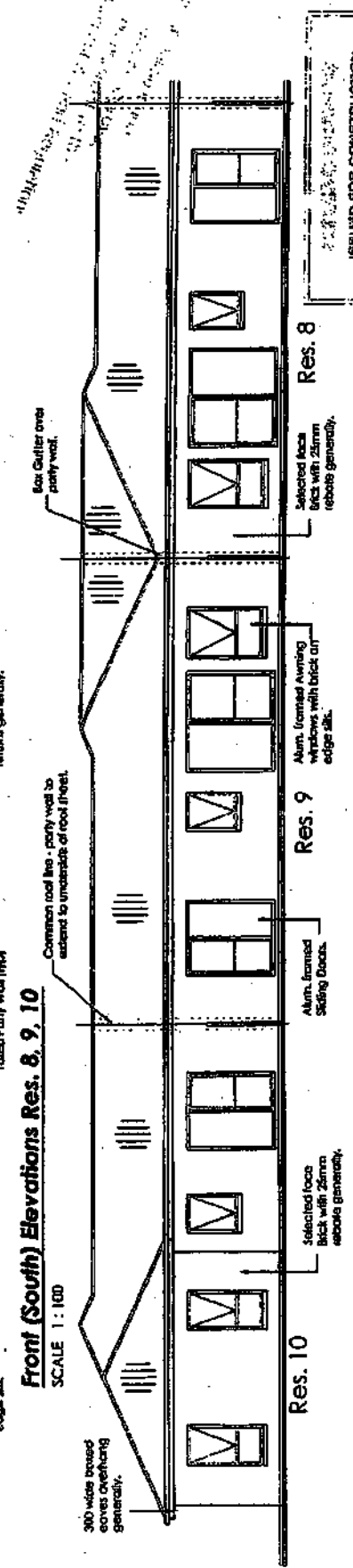
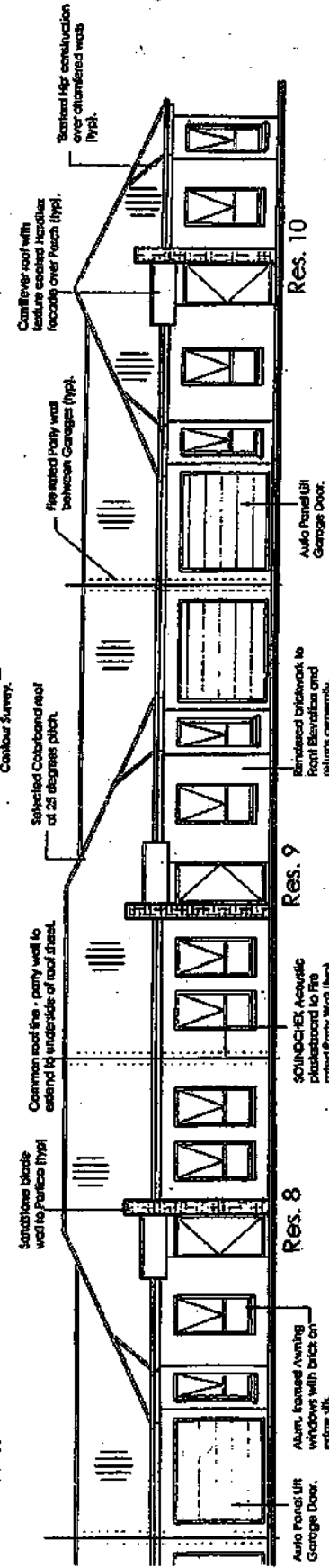
McA Design (Pty) Ltd

11 Highland Drive, Seabrook Heights

0 1 2 3 4 5m



**General Notes:**  
 - Brick veneer on timber frame UNO  
 - Selected Coloband roof sheeting at 25 degrees pitch.  
 - 300 wide board eaves overhangs  
 - Coloband Gutters and Downpipes  
 - Coloband Fascias and Barges  
 - 2000 floor to ceiling height  
 - Aluminium framed Windows UNO  
 - Obscure glazing to west end windows  
 - Selected Face Brick generally UNO.  
 Note:  
 Windows and doors shown indicative only.



**Proposed Development**  
 Elevations - Working Dwg WD1  
 at - 65 Skates Road, Morphet Vale  
 for - Pensky Pty Ltd  
 Date - 4 Nov.11

**ISSUED FOR CONSTRUCTION**

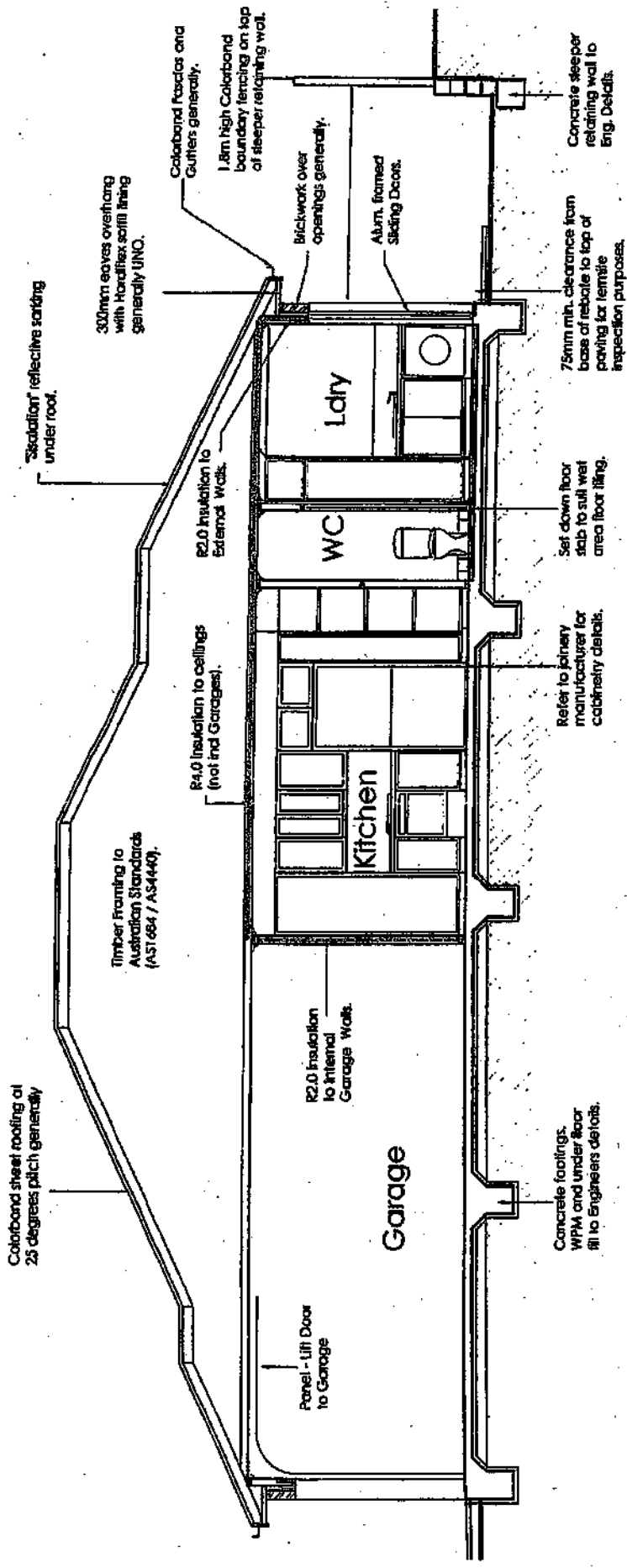
Contractor to verify all dimensions on site before commencing construction  
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 MCA Design (Pty) Ltd  
 11 Adelaide Ave, Adelaide, South Australia 5000  
 Tel: 08 833 123 456

Sheet 11 of 17

0 1 2 3 4 5m



Colorbond sheet roofing at 25 degrees pitch generally



# Section A

Section through Res. 5  
SCALE 1:50

Note: Sections and Details subject to Framing Design Engineering by others.

ISSUED FOR CONSTRUCTION

## Proposed Development

Section A - Working Dwg WDI

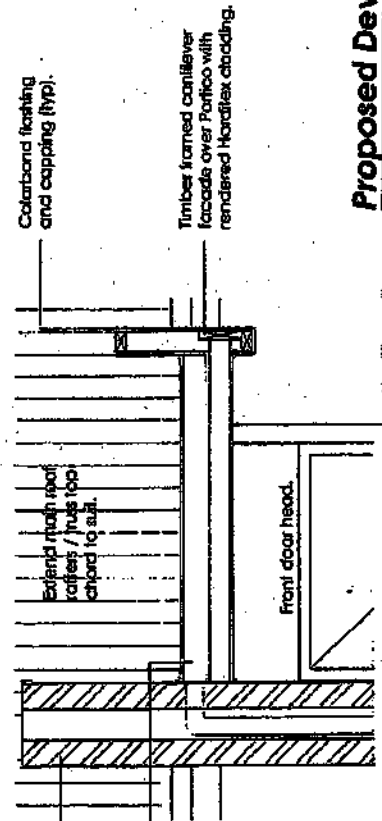
at - 65 States Road, Morphet Vale

for - Pensky Pty Ltd

Date - 4 Nov.11

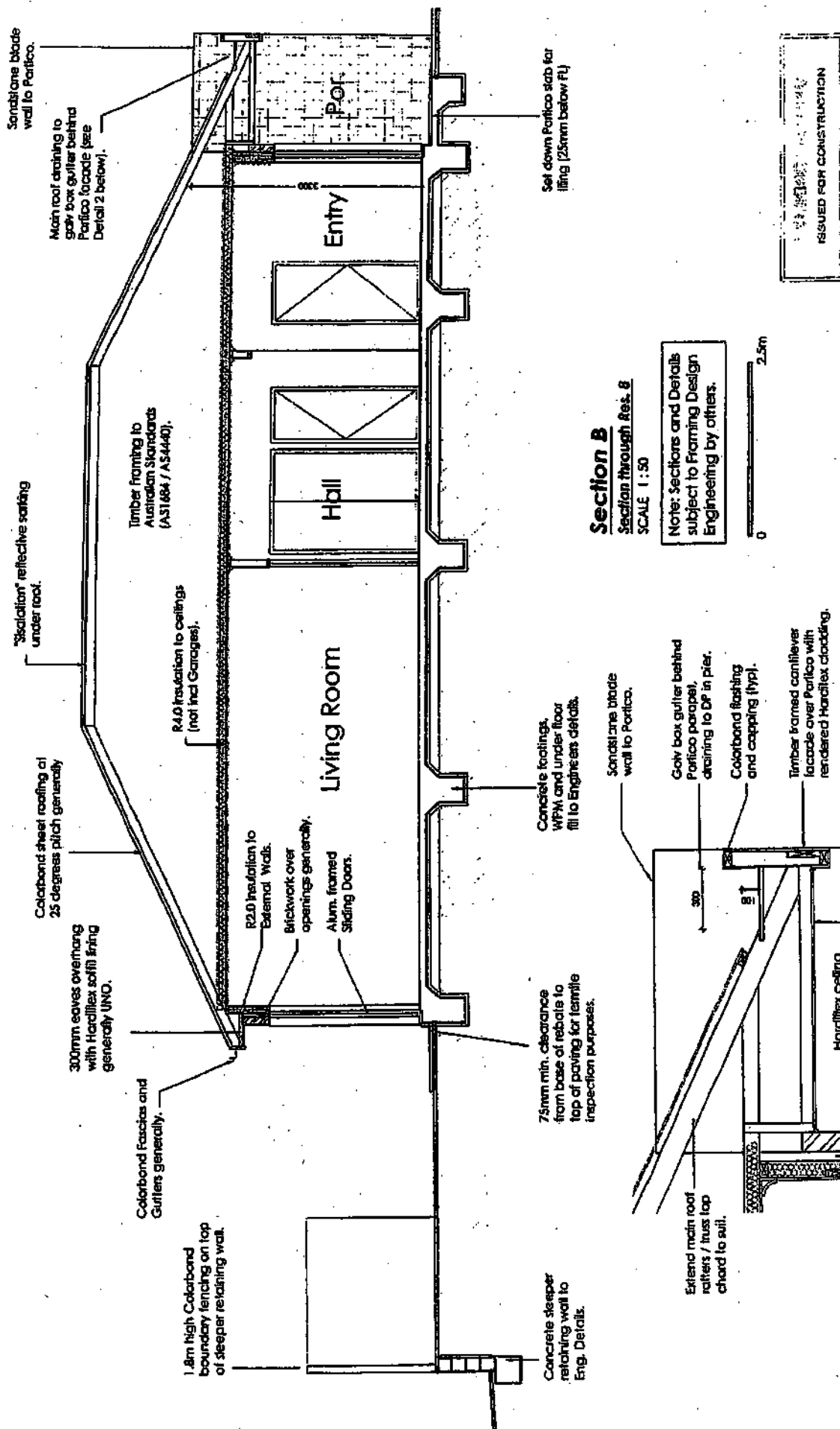
Sheet 14 of 17

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McA Design (SA) Pty Ltd  
14 Highland Drive, Inveread Heights  
SA 5095



Detail 1 - Section through Portico Roof and Blade Wall  
SCALE 1:20

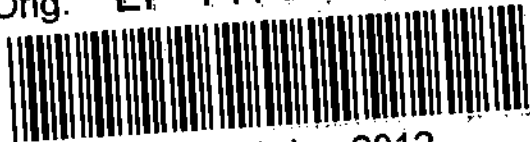
0 2.5m



contractor to verify all dimensions on site before commencing construction  
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MCA Design (SA) Pty Ltd  
11 Highland Drive, Belconnen Heights ACT 2912 175 074



Orig. LF 11774488



15:29 14-Jun-2012

2 of 4

Fees: \$0.00

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**

11:06 15/06/2012 02-012089  
REGISTRATION FEE \$125.00  
TRANSACTION FEE \$15.00

**BELOW THIS LINE FOR AGENT USE ONLY**

AGENT CODE

Lodged by:

Correction to, INGRAM ROTHE MIDSON

ROMI

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

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

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

ITEM(S)	AGENT CODE

PICK-UP NO.

CP

CORRECTION

PASSED

REGISTERED

2 5 JUN 2012

*[Signature]*

pro



REGISTRAR-GENERAL

Page 11 of 11

TERMS OF INSTRUMENT NOT  
CHECKED BY LANDS TITLES OFFICE

BY LAWS  
DEVELOPMENT No 145/C031/12/001/32346

Dated the ~~14<sup>th</sup>~~ 14<sup>th</sup> day of ...JUNE 2012

Executed by the Developer

PENSKY PTY LTD, ACN 125 415 885  
Of PO BOX 938 TORRENS PARK SA 5062

EXECUTED BY PENSKY PTY LTD,  
ACN. 125 415 885 IN ACCORDANCE  
WITH SECTION 127(1) OF THE  
CORPORATIONS LAW

  
.....  
DIRECTOR

  
.....  
SECRETARY

TERMS OF INSTRUMENT NOT  
CHECKED BY LANDS TITLES OFFICE

BY LAWS  
DEVELOPMENT NO 145/C031/12/001/32346

**BY LAWS**

**67 STATES ROAD MORPHETT VALE**  
**COMMUNITY CORPORATION No: 27353 INCORPORATED**

**DEVELOPER**  
**PENSKY PTY LTD,**

**INGRAM ROTHE MIDSON**

**61 WHITMORE SQUARE ADELAIDE SA 5000**  
**GPO BOX 2654 ADELAIDE SA 5001**

**PHONE 8212 2990**  
**Fax 8212 5605**

**Email: [Sharyn@irmc.net.au](mailto:Sharyn@irmc.net.au)**

**THESE BY LAWS SHOULD BE READ IN CONJUNCTION WITH THE SCHEME  
DESCRIPTION FOR THE DEVELOPMENT AND THE COMMUNITY TITLES ACT AND  
REGULATIONS 1996 AS AMENDED**

TERMS OF INSTRUMENT NOT  
CHECKED BY LANDS TITLES OFFICE

BY LAWS  
DEVELOPMENT No 145/C031/12/001/32346

**COMMUNITY TITLES ACT AND REGULATIONS 1996.**  
**MANAGEMENT BY LAWS**


**WARNING**

The terms of these By Laws are binding upon all Community Corporation, the Owners, Occupiers and Lessees of the Community Lots and all persons entering upon the Community Parcel.

These By Laws relate to the control and preservation of the essence of theme of the Community Corporation and as such may only be amended or revoked by unanimous resolution of the Community Corporation in accordance with Section 39 of the Community Titles Act (Regulations).

If the whole or any part of a provision of these By Laws is invalid, unenforceable or of illegal intent, it is severed. The remainder of these By Laws will have full force and effect.

Certified correctly prepared in accordance with the requirements of the Community Titles Act, 1996 By the person who prepared the document

  
.....  
SHARYN TERESE INGRAM.  
61 WHITMORE SQUARE  
ADELAIDE SA 5000

TERMS OF INSTRUMENT NOT  
CHECKED BY LANDS TITLES OFFICE

BY LAWS  
DEVELOPMENT No 145/C031/12/001/32346

**INDEX**

1/ Definitions

**PART 1**

1/ Permitted Use

**PART 2 – MANDATORY BY LAWS**

- 1/ Common Property
- 2/ Garden Sheds
- 3/ Control of Lessees and Licensees
- 4/ Maintenance of the Common Property
- 5/ Operation and Management of the Scheme
- 6/ Internal Fencing
- 7/ Garbage
- 8/ Service Information
- 9/ Insurance
- 10/ Maintenance of a building on a Lot
- 11/ Maintenance of Landscaping on Lots
- 12/ Keeping of Pets
- 13/ Right of Peaceful Enjoyment
- 14/ Community Corporations Right to Recover Money
- 15/ Community Corporations not Liable for Damage
- 16/ Obligations

TERMS OF INSTRUMENT NOT  
CHECKED BY LANDS TITLES OFFICE

BY LAWS  
DEVELOPMENT No 145/C031/12/001/32346

**DEFINITIONS**

**UNLESS THE CONTRARY INTENTION APPEARS THE FOLLOWING APPLIES:**

- A/ Reference to "The Act" means the Community Titles Act 1996.
- B/ Reference to the "Regulations under the Act" means the Community Titles Act Regulations 1996.
- C/ The Corporation means the Community Corporation No 27353 constituted in accordance with part 9 of the Act.
- D/ Rules means the rules made by the Corporation pursuant to the power contained in these By Laws and the Act.
- E/ Singular includes the plural and vice versa.
- F/ Reference to the masculine includes the feminine and includes a firm, a body Corporate, and Association or an Authority.
- G/ 'Occupier' of a Lot includes, if the Lot is unoccupied, the owner of the Lot.
- H/ Motor Vehicle shall mean and include motor vehicles licensed to carry up to eight (8) persons including passenger cars, vans, four wheel drives, utilities and motorcycles as defined in the Road Traffic Act 1961 to 1982.

TERMS OF INSTRUMENT NOT  
CHECKED BY LANDS TITLES OFFICE

BY LAWS  
DEVELOPMENT No 145/C031/12/001/32346

**PART 1**

**Permitted Use**

- 1/ The Lots and Dwellings constructed on the Lots are exclusively for Residential use and shall not be used for any purpose that may cause justified offence to another Lot owner or occupier or contravene any local Government Land Use Laws or Regulations.
- 2/ There shall be no alterations or additions to the exterior of the building unless they are harmonious and in context with the design and concept of the development as a whole.

**PART 2**

**Mandatory By Laws**

**By Law 1. Common Property**

- 1/ The Common Property is delineated on page 1 of the Primary Plan of the scheme and comprises C1 a private driveway C2 and C3 Landscaping.
- 2/ The Community Corporation is responsible for the administration, control, management, use and maintenance of the Common Property including the Pavement, Public lighting, the Watering system and the Stormwater system and all other infrastructure installed on the Common Property.
- 3/ The Common Property is available to the Proprietors, Occupiers, Lessees and persons authorised by them to pass and repass at all times with or without vehicles to and from their respective Community Lots.
- 4/ A Proprietor or Occupier of a lot or a person upon the Common Property by their authority may not park in the driveway. And no person shall maintain or repair vehicles upon any part of the Common Property, except in the case of emergency and then only to the extent necessary to remove the vehicle from the Common Property.
- 5/ A Proprietor, or Occupier of a lot must give notice to the Community Corporation of any damage or defect in the Common Property immediately they become aware of the damage or defect.
- 6/ The Community Corporation shall not be liable or responsible for any damage or theft to or of any item owned by or there by the authority of a Proprietor or Occupier on the Common Property for whatever reason.
- 7/ Motor Vehicles on the Common Property shall comply with the provisions of the Roads Traffic Act and shall not travel at a speed exceeding walking pace.

TERMS OF INSTRUMENT NOT  
CHECKED BY LANDS TITLES OFFICE

BY LAWS  
DEVELOPMENT No 145/C031/12/001/32346

**By Law 2, Garden Sheds**

Notwithstanding Part 1 (2) above;

Proprietors of Lots may install a Garden Shed with the following limitations;

- 1/ They may only be installed in the rear of the Lot,
- 2/ They must be subject to council approval as necessary

**By Law 3, Control of Lessees & Licensees**

- 1/ These By Laws shall apply to Lessees and Licensees of Community Lots
- 2/ A Proprietor whose Lot is the subject of a Lease of Licence agreement must provide the Lessee or Licensee with a copy of these By Laws
- 3/ It shall be the responsibility of the Proprietor whose Lot is subject to a Lease or License to take all reasonable steps including without limitation, any action available to him under the Lease or License agreement to ensure that the Lessee or Licensee of the lot and any person on the Community Parcel with the consent (express or implied) of the Lessee or Licensee complies with the By Laws of the scheme.
- 4/ The Proprietor of a Lot must not, without the corporations authorisation, lease the lot, or grant a right of occupation in respect of that lot for valuable consideration, for a period of less than two months

**By Law 4, Maintenance of the Common Property**

- 1/ The Community Corporation may contract with persons to provide maintenance services in connection with Community Property.  
Maintenance Agreements should include the following terms;
  - 1.1 The contract should not be for a term exceeding twelve (12) months, but shall be eligible for renewal
  - 1.2 The corporation is entitled to terminate any maintenance agreement if the corporation is dissatisfied with the performance of the contractor:
- 2/ The Community Corporation must levy a contribution on its members (Lot Owners) for any costs associated with maintaining the Common Property in accordance with Section 114 of the Act & Regulation 21 of the Regulations.
- 3/ Maintenance contracts may be terminated by resolution of the Corporation.
- 4/ Contributions payable for the supply of Electricity to common lighting systems and the supply of Water for irrigation of the Garden areas shall be determined at the inaugural general meeting of the corporation and reviewed annually.

TERMS OF INSTRUMENT NOT  
CHECKED BY LANDS TITLES OFFICE

BY LAWS  
DEVELOPMENT No 145/C031/12/001/32346

**By Law 5, Operation & Management of the Scheme**

- 1/ The Corporation shall be constituted in accordance with and shall have the powers, duties and obligations contained in part 9 of the Act.
- 2/ The Corporation may appoint a Manager to administer to the extent permitted by Regulations made under the Act, on behalf of the Corporation
  - a/ The functions and obligations of the Corporation under the Act, and,
  - b/ The administration and enforcement of these By Laws and the Rules.
- 3/ The Manager is to be appointed on a contract that is subject to annual review by the Corporation.
- 4/ If on an annual review the Corporation is dissatisfied with the performance of the Manager, the Corporation may terminate the Corporation Management contract.
- 5/ A Lot Owner may cast one (1) vote in respect of their Community Lot on any matter arising for decision at a General Meeting of the Corporation.

**By Law 6, Internal Fencing**

- 1/ The Fences Act 1975 (as amended) applies as between Owners of adjoining Community Lots.
- 2/ Notwithstanding By Law 6 (1) above where fencing is in need of replacement, it shall be replaced by fencing of the same type, design, height and colour.

**By Law 7, Garbage**

- 1/ The Occupiers of the respective Community Lots must provide a garbage bin for the storage of garbage upon their lots and ensure that arrangements are made for the collection of garbage by the Local Council, or it's contractor in accordance with that Councils By Laws and garbage collection arrangements.
- 2/ Garbage bins shall be stored upon the Community Lot in a position such that it is not visible from the front of the Lot, or Common Property.
- 3/ Lot Owners shall place garbage bins for collection at the kerbside on States Road in such a position so as not to affect traffic on States Road nor access to the driveway. Bins should not be placed in such a location that requires Refuse trucks to drive on any part of the common property.
- 4/ The Proprietor or Occupier of a Lot must not;
  - (1) bring or accept objects or materials onto the Lot or Common Property that are likely to cause justified offence to the other Lot owners or occupiers or;
  - (2) allow refuse to accumulate so as to cause justified offence to others.

TERMS OF INSTRUMENT NOT  
CHECKED BY LANDS TITLES OFFICE

BY LAWS  
DEVELOPMENT No 145/C031/12/001/32346

**By Law 7, Service Infrastructure**

Pursuant to the Act;

The Community Corporation shall be responsible for the maintenance, repair and replacement of the service infrastructure upon the common property and through a Community Lot, where it services another community lot.

**By Law 8, Insurance**

- 1/ The Community Corporation must review on an annual basis all Insurances affected by it and the need for new Insurances.
- 2/ Notice of an AGM of the Community Corporation must include a form of motion to decide whether Insurances affected by the Community Corporation should be confirmed, varied or extended and
- 3/ The Community Corporation must immediately effect new Insurances or vary or extend existing Insurances if there is an increased risk or a new risk.
- 4/ A Proprietor or occupier of a Community Lot must not, except with the approval of the Community Corporation, do anything that might;
  - a/ void or prejudice Insurance effected by the Community Corporation; or
  - b/ increase any Insurance Premium payable by the Community Corporation.
- 5/ Each Proprietor of a Lot shall insure all buildings and other improvements on the Lot. The Insurance must be against risks that a normally prudent person would insure against;
  - and
  - a/ must be for the full cost of replacing the Building or Improvements with new materials; and
  - b/ must cover incidental costs such as demolition, site clearance, Architects fees and Engineering fees.
- 6/ The Proprietor of each Lot must provide the Community Corporation, as requested by the Community Corporation from time to time, evidence of a current policy of Insurance effected by the Proprietor in terms of this By Law.

**By Law 9, Maintenance of a Building on a Lot**

- 1/ The Proprietor or Occupier of a Lot must maintain the exterior of the building without limitation, clean and tidy and in good repair and condition and so as to maintain the harmonious appearance of the development as a whole.
- 2/ The Proprietor or Occupier of a Lot must carry out all required maintenance on the exterior of the buildings on a lot in a proper and workmanlike manner, so as not to diminish or impede the other Lot Owners enjoyment of their respective Lots and to the satisfaction of the Community Corporation.

TERMS OF INSTRUMENT NOT  
CHECKED BY LANDS TITLES OFFICE

BY LAWS  
DEVELOPMENT No 145/C031/12/001/32346

**By Law 10, Maintenance of Landscaping on Lots**

- 1/ The Proprietor or Occupier of a Lot must ensure the landscaping upon that Lot is kept neat and tidy and free of rubbish, and to the satisfaction of the Community Corporation.
- 2/ Lot Owners are permitted to alter the landscaping with limitation, applying in the following manner;
  - a/ no trees shall be planted with would exceed a height of five metres and;
  - b/ no tree shall be planted closer to a building on either lot than its potential maximum height.
  - c/ All trees, shrubs and bushes etc shall be kept neatly trimmed so as not to appear unruly.
  - d/ Dead plants or shrubs shall be removed and replaced with a plant or shrub of a similar type

**By Law 11, Keeping Pets**

- 1/ Unless otherwise resolved by ordinary resolution of the corporation a Proprietor or Occupier of a Community Lot shall be permitted to keep a Maximum of one cat and or dog but subject top any resolution of the corporation to the contrary and,
- 2/ The Proprietor or Occupier of a Lot must ensure the animal is confined to the Lot and shall not be permitted upon the Common Property unless on a suitable leash.
- 3/ The Proprietor or Occupier of a Lot who chooses to keep a pet shall be liable to the Proprietors or Occupiers of the other Lot, and all other persons lawfully on the Common Property 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 (s) caused by the animal and
- 4/ Is responsible for cleaning up after the animal from any part of their Lot or another Lot or any part of the Common Property.
- 5/ By Law 11(1) shall not apply to Occupiers, Proprietors or persons lawfully upon the Common Property or Lots who suffer a disability and require the assistance of a dog specifically trained to aid them in respect of that disability.

**By Law 12, Right of Peaceful Enjoyment**

- 1/ No Proprietor, Occupier or person lawfully upon a Lot or Common Property shall impede, interfere with or prevent the peaceful enjoyment of another Lot or Common Property.

TERMS OF INSTRUMENT NOT  
CHECKED BY LANDS TITLES OFFICE

BY LAWS  
DEVELOPMENT No 145/C031/12/001/32346

**By Law 13, Community Corporations Right to Recover Money**

- 1/ The Community Corporation may recover any money owing to it under the By Laws or by application of the Act as a debt.
- 2/ The Proprietor to Occupier of a Lot must pay or reimburse the Community Corporation for costs, damages and expenses incurred in connection with the contemplated or actual enforcement of the By Laws, in relation to that Proprietor or Occupier, upon demand.
- 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.
- 4/ The corporation may charge interest at a rate of 12% per annum on any overdue monies owed by a Proprietor or Occupier of a lot

**By Law 14, Community Corporation not liable for Damage**

The Community Corporation is not liable for damage to or loss of property or injury to any person(s) on or near the Community Parcel due to any cause other than the negligence or a fraud of the Community Corporation or any employee or agent of the Community Corporation.

**By Law 15, Obligations of Proprietors and the Community Corporation**

Notwithstanding obligations defined under the Act;

- 1/ The Proprietors of a Lot must immediately notify the Community corporation in writing of any changes of ownership or any change of address of the Proprietors of that Lot or any change of the occupants of that lot.
- 2/ The Community Corporation should keep all appropriate Building Plans, Documents and other such records which may assist with the Administration of these Bylaws

# Section 48 Notice

## This notice is to be retained by the Tenant

### Information to be provided by landlords to tenants

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

1. **AGENT:** Company Name/Legal Entity:   
 Company Representative:   
 ABN (if applicable):  RLA No:   
 Street 1:   
 Street 2:   
 Suburb:  State:  Postcode:   
 Telephone: W:  M:   
 Email:

Address for service of documents if different to above:

2. **LANDLORD 1:** Full Name:   
 Address for service of documents for Landlord 1 (cannot be Agent's address for service):  
 Street 1:   
 Street 2:   
 Suburb:  State:  Postcode:   
 ABN (if applicable):

**LANDLORD 2:** Full Name:   
 Address for service of documents for Landlord 2 if different from Landlord 1 (cannot be Agent's address for service):  
 Street 1:   
 Street 2:   
 Suburb:  State:  Postcode:   
 ABN (if applicable):

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

Street 1:   
 Street 2:   
 Suburb:  State:  Postcode:

Are there additional landlords? ☐ Yes If yes, refer to Annexure - Additional Landlords

3. **PERSON(S) WITH SUPERIOR TITLE TO LANDLORD** (if applicable)  
  
 Street 1:   
 Street 2:   
 Suburb:  State:  Postcode:   
 ABN (if applicable):

INITIALS

*Initials not required if using electronic signature*

# Residential Tenancy Agreement: Schedule



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

**1. AGENT:** Company Name/Legal Entity:   
 Company Representative:   
 ABN (if applicable):  RLA No:   
 Street 1:   
 Street 2:   
 Suburb:  State:  Postcode:   
 Telephone: W:  M:   
 Email:   
☒ The Agent consents to the above email address being used for the purposes of service under the *Residential Tenancies Act 1995*.

**2. LANDLORD 1:** Full Name:   
 Address for service of documents for Landlord 1 (cannot be Agent's address for service):  
 Street 1:   
 Street 2:   
 Suburb:  State:  Postcode:   
 ABN (if applicable):   
**LANDLORD 2:** Full Name:   
 Address for service of documents for Landlord 2 if different from above (cannot be Agent's address for service):  
 Street 1:   
 Street 2:   
 Suburb:  State:  Postcode:   
 ABN (if applicable):   
 Are there additional landlords? ☐ Yes If yes, refer to Annexure - Additional Landlords

**3. TENANT 1:** Full Name:  Telephone:   
 Email address for service of documents:   
**TENANT 2:** Full Name:  Telephone:   
 Email address for service of documents:   
**TENANT 3:** Full Name:  Telephone:   
 Email address for service of documents:   
**TENANT 4:** Full Name:  Telephone:   
 Email address for service of documents:   
 Are there additional Tenants? ☐ Yes If yes, refer to Annexure - Additional Tenants

**4. PREMISES**  
 Street 1:   
 Street 2:   
 Suburb:  State:  Postcode:

**5. TERM**  
☒ Fixed: Commencement Date:  /  /  End Date:  /  /   
☐ Periodic: Commencement Date:  /  /  and continues until terminated in accordance with this Agreement

INITIALS

*Initials not required if using electronic signature*

# Residential Tenancy Agreement: Schedule



## 6. RENT

Amount: Words:  \$ 770.00


Per (period):

Payable in advance: ☐ Weekly ☒ Fortnightly ☐ Calendar monthly

Payments: First Payment of \$ 770.00 on 27 / 01 / 2023 with the

next payment of \$ 770.00 on 10 / 02 / 2023

and thereafter: \$ 770.00 on the FRIDAY of each FORTNIGHT

Payment Method: ☒ Internet Transfer ☐  ☐ Other

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

## 7. BOND

Words:  \$ 2,310.00

## 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 Annexure - Pet Agreement

INITIALS

*Initials not required if using electronic signature*

# Residential Tenancy Agreement: Schedule



## 12. REPAIR INSTRUCTIONS

- ☒ Always contact Agent  
☐ Nominated contact

Contact 1:

Name:

Telephone:

Contact 2:

Name:

Telephone:

## 13. ADDITIONAL CONDITIONS

- ☐ N/A ☒ As detailed below ☐ See annexure

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



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

## 4. LANDLORD'S RIGHTS AND OBLIGATIONS

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

INITIALS

*Initials not required if using electronic signature*

# Residential Tenancy Agreement: Terms and Conditions



- 4.4 By completing this clause, the parties agree that the rent will be increased during the fixed term of the agreement as follows:
- 4.4.1 the rent will be increased to \$  per  on  /  /  ;  
and to \$  per  on  /  /  ; or
- 4.4.2 the rent increase can be calculated by the following method (set out details):

## 5. TERMINATION AND HOLDING OVER

The Landlord and Tenant agree:

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

## 6. PRIVACY ACT 1988

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

## 7. ELECTRONIC COMMUNICATION

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

## 8. ADDITIONAL CONDITIONS

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

## 9. GENERAL

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

INITIALS

*Initials not required if using electronic signature*

# Residential Tenancy Agreement: Execution Page

## EXECUTED AS AN AGREEMENT

### The Tenant(s) acknowledge receipt of:

- |   |  |
|---|--|
| <input type="checkbox"/> Section 48 Notice  | <input type="checkbox"/> Number of Keys <input type="text"/>                   |
| <input type="checkbox"/> A copy of this Agreement                                       | <input type="checkbox"/> Number of Remote control devices <input type="text"/> |
| <input type="checkbox"/> Information Brochure ( <i>Residential Tenancies Act 1995</i> ) | <input type="checkbox"/> Strata Articles                                       |
| <input type="checkbox"/> Property Condition Report (2 copies)                           | <input type="checkbox"/> Community Title By-laws                               |
| <input type="checkbox"/> Manufacturers' Manuals – refer Annexure                        | <input type="checkbox"/> Statutory Notice for Short Term Tenancy               |
| <input type="checkbox"/> Additional fees and charges - refer Annexure                   | <input type="checkbox"/> Other <input type="text"/>                            |
| <input type="checkbox"/> Additional Conditions Annexure                                 | <input type="checkbox"/> Other <input type="text"/>                            |

Signed by Tenant 1

Date:

Tenant Name

HANNA POWELL.

Signed by Tenant 2

Date:

Tenant Name

TASMAN CLARK.

Signed by Tenant 3

Date:

Tenant Name

Signed by Tenant 4

Date:

Tenant Name

Signed by or on behalf of Landlord

Date:

☒ Agent as authorised
 ☐ Landlord

### Note:

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

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

## NOTICE TO TENANT OF LEASE EXTENSION

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

To

Tenant 1: HANNA POWELL.

Tenant 2: TASMAN CLARK.

Tenant 3:

Tenant 4:

Tenant 5:

Tenant 6:

Tenant 7:

Tenant 8:

(insert name of tenant(s))

Address of rented premises:

Street 1: 7/67 States Rd

Street 2:

Suburb: Morphett Vale

State: SA

Postcode: 5162

I give you notice that your current lease expires on 26 / 1 / 2024

(insert date)

Your current rent is \$ 770.00 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 / 01 / 2025

(insert date)

The rent will / ~~will not~~ be increased / ~~will be decreased~~.

(Strike out whichever is not applicable)

The new rent will be \$ 880.00 per fortnight

(insert amount)

(insert rental period eg fortnight, calendar month)

with the first payment due on 26 / 01 / 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

Please sign and return this Notice to your Agent by 20 / 11 / 2023 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



Date: 13/11/2023

Tenant Name

HANNA POWELL.

Signed by Tenant 2



Date: 13/11/2023

Tenant Name

TASMAN CLARK.

Signed by Tenant 3

Date:

Tenant Name

Signed by Tenant 4

Date:

Tenant Name

Signed by Tenant 5

Date:

Tenant Name

Signed by Tenant 6

Date:

Tenant Name

Signed by Tenant 7

Date:

Tenant Name

Signed by Tenant 8

Date:

Tenant Name

Signed by or on behalf of the Landlord



Date: 14/11/2023

☒ Agent as authorised ☐ Landlord