

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 6148 Folio 591

Parent Title(s) CT 6129/445  
Creating Dealing(s) ACT 12209666  
Title Issued 25/11/2014 Edition 4 Edition Issued 10/07/2023  
Diagram Reference

## Estate Type

FEE SIMPLE

## Registered Proprietor

SHAUN CONWAY DURWARD  
OF PO BOX 2252 GOOLWA SA 5214

## Description of Land

LOT 3 PRIMARY COMMUNITY PLAN 28400  
IN THE AREA NAMED SEAFORD MEADOWS  
HUNDRED OF WILLUNGA

## Easements

NIL

## Schedule of Dealings

Dealing Number	Description
11547936	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)
12104769	ENCUMBRANCE TO LANDSA PTY. LTD.
14074380	MORTGAGE TO NATIONAL AUSTRALIA BANK LTD. (ACN: 004 044 937)

## Notations

Dealings Affecting Title NIL

Priority Notices NIL

### Notations on Plan

Lodgement Date	Dealing Number	Description	Status
08/10/2014	12209667	BY-LAWS	FILED
08/10/2014	12209668	DEVELOPMENT CONTRACT	FILED
08/10/2014	12209669	SCHEME DESCRIPTION	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

**LOCAL GOVERNMENT RATES SEARCH**

**TO:** Eckermann Vendor Statements  
PO Box 191  
CAMPBELLTOWN SA 5074

16 July 2024

**DETAILS OF PROPERTY REFERRED TO:**

ASSESSMENT NO	:	111810 9
VALUER GENERAL NO	:	8613663874
VALUATION	:	\$465,000.00
OWNER	:	Mr Shaun C Durward
PROPERTY ADDRESS	:	3/1-9 League Street SEAFORD MEADOWS SA 5169
VOLUME/FOLIO	:	CT-6148/591
LOT/PLAN NUMBER	:	Community Plan Parcel 3 CP 28400
WARD	:	02 Mid Coast Ward

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

Rates and Fines in Arrears (not paid 30 Jun 2024) and/or Block Clearing Charges	\$0.00
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Postponed Amount in Arrears (if applicable) monthly interest of 0.59583% applies	\$0.00
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Interest on Arrears charged in current financial year monthly interest of 0.7625% applies	\$0.00
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**Rates for the current 2024-2025 Financial Year applicable from 01 July 2024:**

Amount payable by 1st September 2024	\$417.59
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PLUS Current postponed amount (if applicable)	\$0.00
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<b>Total Rates Levied 2024-2025</b>	<b>\$1,671.59</b>
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**PLEASE NOTE:** If the quarterly payments are not received by the due date, a 2% fine will be added to that amount with interest added on the first working day of each month following, until the total amount overdue is paid

Less Council Rebate	\$0.00
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Less Council Capping Rebate	\$0.00
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Less Council CWMS Rebate	\$0.00
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Fines and interest for the current financial year (2% fine when rates first become overdue and 0.7625% interest applied per month thereafter)	\$0.00
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Postponed Interest (0.59583% per month on total of postponed rates and interest)	\$0.00
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Less paid current financial year	\$0.00
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Overpayment	\$0.00
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Legal Fees and / or Bank Charges (current)	\$0.00
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Legal Fees and / or Bank Charges (arrears)	\$0.00
--	--------

Refunds, Rates Remitted or Small Balance Adjustments	\$0.00
--	--------

Balance - rates and other monies due and payable	\$1,671.59
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Property Related Debts	\$0.00
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BPAY Biller Code: 48470

Ref: 1118109

**TOTAL BALANCE**

**\$1,671.59**

**AUTHORISED OFFICER**      **Liam Humphries**      This statement is made the 16 July 2024

**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 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:** 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 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.

**IMPORTANT INFORMATION REGARDING SEARCHES**

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Eckermann Vendor Statements  
PO Box 191  
CAMPBELLTOWN SA 5074

**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.

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- 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: S71840/2024**

**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:** Eckermann Vendor Statements  
PO Box 191  
CAMPBELLTOWN SA 5074

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LOT/PLAN NUMBER	:	Community Plan Parcel 3 CP 28400
WARD	:	02 Mid Coast 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	145/1809/2013
Description	Two residential flat buildings, each comprising nine (9) two storey dwellings with carports and verandahs
Decision	Approved
Decision Date	25 March 2014

### 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 dwelling shall not be occupied until all necessary infrastructure has been provided to the site of the dwelling, including but not limited to a formed and sealed road and watertable, water supply and sewerage services, drainage/stormwater disposal and electricity services.
3. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
  - Prevent silt run-off from the land to adjoining properties, roads and drains.
  - Control dust arising from the construction and other activities, so as not to, in the opinion of council, be a nuisance to residents or occupiers on adjacent or nearby land.
  - Ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site.
  - Ensure that all litter and building waste is contained on the subject site in a suitable covered bin or enclosure.
  - 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.
4. 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.
5. A detailed landscaping plan specifying the species and location of plantings on the site including the landscaping proposed along the internal driveway, along the league street frontage, the private open space for each unit and the western boundary of dwellings 1 and 10 shall be provided to the satisfaction of Council prior to Development Approval.
6. The road and driveway crossover between the back of kerb and the boundary shall be shaped to provide a minimum width of 2.0 metres on local roads (and 2.5 metres on higher order roads) measured from behind the back of kerb. Verge slope shall be no greater than 2.5 per cent fall towards the road, suitable for pedestrian traffic under the Disability Discrimination Act and in accordance with the current Australian Standard 2890.1.
7. The driveway and car parking areas shall be paved or surfaced, drained and marked to accepted engineering standards prior to the occupation of the development and shall be maintained in good condition at all times.
8. The letter boxes as shown on the site plan by Aspex Designers drawing Number PD01 C shall be designed and constructed to compliment the materials and colours of the development, and be maintained in good condition at all times.

9. The upper storey north east and west facing windows of dwellings 1 to 12 shall be permanently fitted with fixed and obscure glazing to a minimum height of 1500mm above the finished floor level, to the reasonable satisfaction of Council prior to occupation of the development.
10. Final details of the proposed fencing to be submitted, including fencing along the League Street frontage
11. Approved landscaping shall be planted prior to occupation of the dwellings. All plants, shrubs, trees and lawn and/or ground cover shall be maintained in good condition at all times. Any diseased or dying plants, shrubs, trees or lawn and/or ground cover shall be replaced whenever necessary.

#### Building Rules Consent Conditions

For Building Rules consent conditions refer to the attached Private Certifiers decision notification form.

### **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**

Housing Diversity Neighbourhood (HDN)

#### **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.

#### **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 Water Resources Area**

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

#### **Prescribed Wells Area**

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

#### **Regulated and Significant Tree**

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

#### **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 YES

A Land Management Agreement exists on this property. Please contact the Lands Titles Office (Land Services Group in the state government) for a copy.

Dealing 11547936 - AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSANT TO SECTION 57(2)

<i>Section 69</i> Emergency order	NO
<i>Section 71 (only)</i> Fire safety notice	NO
<i>Section 84</i> Enforcement notice	NO
<i>Section 85(6), 85(10) or 106</i> Enforcement Order	NO
<i>Part 11 Division 2</i> Proceedings	NO
<b>Fire and Emergency Services Act 2005</b>	
<i>Section 105F (or section 56 or 83 (repealed))</i> Notice	NO
<i>Section 56 (repealed)</i> Notice issued	NO
<b>Food Act 2001</b>	
<i>Section 44</i> Improvement notice <i>issued against the land</i>	NO
<i>Section 46</i> Prohibition order	NO
<b>Housing Improvement Act 1940 (repealed)</b>	
<i>Section 23</i> Declaration that house is undesirable or unfit for human habitation	NO
<b>Land Acquisition Act 1969</b>	
<i>Section 10</i> Notice of intention to acquire	NO
<b>Local Government Act 1934 (repealed)</b>	
<i>Notice, order, declaration, charge, claim or demand given or made under the Act</i>	NO
<b>Local Government Act 1999</b>	
<i>Notice, order, declaration, charge, claim or demand given or made under the Act</i>	NO
Refer to separate attachment for Rates and Charges	
<b>Local Nuisance and Litter Control Act 2016</b>	
<i>Section 30</i> Nuisance or litter abatement notice <i>issued against the land</i>	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*

Part 4 – Condition (that continues to apply) of an approval NO

## 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. The purchaser may seek that information from the lessee or tenant or sublessee or subtenant.)

NO

### *Caveat*

NO

## Other

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

NO

### **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 16 July 2024



Cherie Bonham  
Team Leader for Development Support  
**AUTHORISED OFFICER**

# Property Interest Report

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

Title Reference	CT 6148/591	Reference No. 2587257
Registered Proprietors	S C*DURWARD	Prepared 15/07/2024 15:57
Address of Property	Unit 3, 1-9 LEAGUE STREET, SEAFORD MEADOWS, SA 5169	
Local Govt. Authority	CITY OF ONKAPARINGA	
Local Govt. Address	PO BOX 1 NOARLUNGA CENTRE SA 5168	

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

## Table of Particulars

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

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

Prescribed encumbrance	Particulars (Particulars in bold indicates further information will be provided)
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### 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 Trade and Investment 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 Trade and Investment has no record of any conditions that continue to apply, affecting this title

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

5.6 section 57 - Land management agreement

Refer to the Certificate of Title

5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

5.9 section 71 - Fire safety notice

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

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

## 6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed)  <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	State Planning Commission in the Department for Trade and Investment 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	<b>EPA (SA) will respond with details relevant to this item</b>
8.2	section 93 - Environment protection order that is registered in relation to the land	<b>EPA (SA) will respond with details relevant to this item</b>
8.3	section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land	<b>EPA (SA) will respond with details relevant to this item</b>
8.4	section 99 - Clean-up order that is registered in relation to the land	<b>EPA (SA) will respond with details relevant to this item</b>
8.5	section 100 - Clean-up authorisation that is registered in relation to the land	<b>EPA (SA) will respond with details relevant to this item</b>
8.6	section 103H - Site contamination assessment order that is registered in relation to the land	<b>EPA (SA) will respond with details relevant to this item</b>
8.7	section 103J - Site remediation order that is registered in relation to the land	<b>EPA (SA) will respond with details relevant to this item</b>
8.8	section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination)	<b>EPA (SA) will respond with details relevant to this item</b>

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) will respond with details relevant to this item
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) will respond with details relevant to this item
<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 |
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## **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 |
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## **22. *Local Nuisance and Litter Control Act 2016***

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

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

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

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

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

24.9	Proclamation with respect to a private mine	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title
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## **25. *Native Vegetation Act 1991***

25.1	Part 4 Division 1 - Heritage agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.2	section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.3	section 25D - Management agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.4	Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation	DEW Native Vegetation has no record of any refusal or condition affecting this title

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

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

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

27.1	section 21 - Notice of levy or contribution payable	Outback Communities Authority has no record affecting this title
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## 28. ***Phylloxera and Grape Industry Act 1995***

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

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

- 29.1 Part 5 - Planning and Design Code  
*[ Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also
- Code Amendment**
- Residential Driveway Crossovers –draft design standard aiming to improve public safety and enhance streetscapes across SA. Minor changes to the Planning and Design Code have also been drafted to complement the design standard and support its delivery and are open for consultation as part of this process. For more information, refer to the 'Code Amendments' page on the PlanSA portal: [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or phone PlanSA on 1800752664.**
- Code Amendment**
- Statewide Bushfire Hazards Overlay - aims to review the current policy framework (spatial layers and policy content) of the six Hazard (Bushfire Risk) Overlays as well as explore other planning instruments and mechanisms to assist in mitigating bushfire hazard impacts. Please note that this Code Amendment only applies to a portion of some council areas. To understand if your property is affected, please check the bushfire hazard map at <https://plus.geodata.sa.gov.au/bushfire/index.html>. For more information, please visit [https://plan.sa.gov.au/have\\_your\\_say/](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 Trade and Investment has no record of any conditions that continue to apply, affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.3 section 139 - Notice of proposed work and
- Contact the vendor for these details

notice may require access

- |       |  |  |
|-------|--|--|
| 29.4  | section 140 - Notice requesting access   | Contact the vendor for these details   |
| 29.5  | section 141 - Order to remove or perform work  | State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title<br><br>also<br><br>Contact the Local Government Authority for other details that might apply                    |
| 29.6  | section 142 - Notice to complete development   | State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title<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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment 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 Trade and Investment has no record of any conditions that continue to apply, affecting this title  |

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

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

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

31.1	Part 3 - Notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
31.2	<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)</i> (revoked) Part 2 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply
31.3	<i>Public and Environmental Health (Waste Control) Regulations 2010</i> (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
<b>32.</b>	<b><i>South Australian Public Health Act 2011</i></b>	
32.1	section 66 - Direction or requirement to avert spread of disease	Public Health in DHW has no record of any direction or requirement affecting this title
32.2	section 92 - Notice	Public Health in DHW has no record of any notice affecting this title also Contact the Local Government Authority for other details that might apply
32.3	<i>South Australian Public Health (Wastewater) Regulations 2013</i> Part 4 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply
<b>33.</b>	<b><i>Upper South East Dryland Salinity and Flood Management Act 2002 (expired)</i></b>	
33.1	section 23 - Notice of contribution payable	DEW has no record of any notice affecting this title
<b>34.</b>	<b><i>Water Industry Act 2012</i></b>	
34.1	Notice or order under the Act requiring payment of charges or other amounts or making other requirement	<b>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</b> 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.
<b>35.</b>	<b><i>Water Resources Act 1997 (repealed)</i></b>	
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
<b>36.</b>	<b>Other charges</b>	

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
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## 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*

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|--|---|
| 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><b>EPA (SA) will respond with details relating to items 3, 4 or 5 affecting this title</b><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).

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2 of 2

Fees: \$148.00

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

MEMORANDUM OF ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

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

**BELOW THIS LINE FOR AGENT USE ONLY**

CERTIFIED CORRECT FOR THE PURPOSES  
OF THE REAL PROPERTY ACT 1886

Registered Conveyancer  
G M Stevens  
Ref: AB18594

AGENT CODE

Lodged by:

Correction to: G M Stevens

GMS1

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

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

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

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

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

ITEM(S)	AGENT CODE


R-G 01

CORRECTION	PASSED 
REGISTERED	15 APR 2014  REGISTRAR-GENERAL

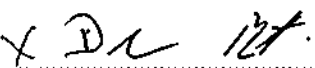
IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE in accordance with the terms and conditions expressed \*herein /in Memorandum No. subject to such exclusions and amendments specified herein. \* Delete the inapplicable

DATED THE <sup>X</sup> 15<sup>th</sup> DAY OF <sup>X</sup> November 2013

Executed by ACN 164 552 381 Pty Ltd  
in accordance with section 127 of the  
Corporations Act in the presence of

  
Signature Director

Full Name

  
Signature Director/ Secretary

Full Name

# MEMORANDUM OF ENCUMBRANCE

## CERTIFICATE(S) OF TITLE BEING ENCUMBERED

Allotment 891 in DP 92476 being portion of the land comprised in Certificate of Title Register Book Volume 6116 Folio 550. *Now whole of the land in CT 6129/445.*

### ESTATE AND INTEREST

Estate in fee simple

### ENCUMBRANCES

AG 11547936

### ENCUMBRANCER (Full Name and Address)

ACN 164 552 381 PTY LTD A.C.N. 164 552 381

of PO Box 432 GLENELG SA 5045

(Note: In this instrument the expression "the Owner" includes the Encumbrancer and each successive registered proprietor of the land comprised in the Certificate of Title being encumbered.)

### ENCUMBRANCEE (Full Name and Address and Mode of Holding)

LANDSA PTY LTD A.C.N. 079 317 623 of 21 North Terrace, Adelaide 5000

### OPERATIVE CLAUSE

THE OWNER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND ABOVE DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE SUBJECT TO THE ENCUMBRANCES AND OTHER INTERESTS AS SHOWN HEREON WITH AN ANNUITY OR RENT CHARGE OF

- |   |  |
|---|--|
| (a) Insert the amount of the annuity or rent charge   | (a) TEN CENTS (10¢)  |
| (b) State the term of the annuity or rent charge. If for life use the words "during his or her lifetime"                  | (b) TO BE PAID TO THE ENCUMBRANCEE FOR A TERM OF THREE THOUSAND NINE HUNDRED AND NINETY NINE (3,999) YEARS   |
| (c) State the times appointed for payment of the annuity or rent charge. Any special covenants may be inserted on page 2. | <p>(c) AT THE TIMES AND IN THE MANNER FOLLOWING</p> <p>Payable (if demanded by the Encumbrancee) on the 1st day of January in each year (starting on 1st day of January in the next calendar year immediately following the date of execution of this instrument) to the intent:</p> <ul style="list-style-type: none"> <li>• that the Encumbrancee will hold the annuity for the Term to secure the compliance by the Owner with the covenants contained in this instrument; and</li> <li>• that the Encumbrancee will not demand payment of the annuity if, and so long as, the Owner complies with all of the covenants.</li> </ul> |

IT IS COVENANTED by the Owner with the Encumbrancee and with all other persons claiming under the Encumbrancee as purchasers of any land in the Development Zone (as defined on the front page of this instrument) as follows to the intent:

- that the covenants in this instrument will run with and bind the land; and
- that the benefit of each of the covenants will be annexed to, and pass to future owners of, each and every part of the Development Zone.

1. **Not to use the land other than for residential or other approved purposes**

Subject to clause 6, the land must not be used for any purpose other than:

- 1.1 residential use; or
- 1.2 such other use as has received the prior written approval of the Encumbrancee.

2. **No building without Encumbrancee's approval**

2.1. Subject to clauses 3 and 4, the Owner must not do (or cause, suffer or permit to be done) any of the following on the land except in strict accordance with plans and specifications that have received the prior written approval of the Encumbrancee -

- 2.1.1. erect a building or structure;
- 2.1.2. carry out any siteworks;
- 2.1.3. erect a fence or wall;
- 2.1.4. erect any external sign, hoarding, tank, mast, pole, television antenna, satellite dish or radio aerial, either freestanding or fixed to any other building or structure;
- 2.1.5. erect or place any external floodlights or spotlights;
- 2.1.6. construct or create a driveway or parking area, or otherwise set aside any area for the parking of vehicles; or
- 2.1.7. carry out any landscaping or planting (unless the land has been designated by the Encumbrancee as a residential allotment). (But see clause 7.3.)

2.2. The Owner must not submit any plans of building works to the Council for its approval until it has obtained the approval of the Encumbrancee.

2.3. Any application that is lodged by the Owner for approval pursuant to clause 2.1 must be accompanied by such plans, specifications and other information as is reasonably required by the Encumbrancee. In addition each application must be accompanied by payment of any applicable fees set by the Encumbrancee to cover the Encumbrancee's reasonable administrative costs for processing of applications. The application fees:

- 2.3.1. may be varied by the Encumbrancee from time to time;
- 2.3.2. but are not applicable to any application relating to the initial development of the land.

3. **Design Guidelines**

3.1. The Encumbrancee will not act unreasonably in refusing any approval or imposing any condition of approval under clause 2. But a refusal or a condition cannot be deemed unreasonable if -

- 3.1.1. the proposal as submitted is contrary to any provision in the Design Guidelines; or
- 3.1.2. a corporate member of the Planning Institute of Australia certifies that the proposed works would have an adverse effect upon the development, appearance, health or amenity of the locality in which the land is situated or upon any part of that locality.

3.2. If the land is used for residential purposes, the following items do not require approval under clause 2, but nevertheless must comply with the applicable requirements as set out in the Design Guidelines:

- 3.2.1 clotheslines;

- 3.2.2 solar water heaters;
- 3.2.3 airconditioners;
- 3.2.4 antennae (including satellite dishes);
- 3.2.5 letterboxes;
- 3.2.6 driveways;
- 3.2.7 rainwater tanks.

4. **Dual Reticulation Network**

4.1. **The Owner:**

- 4.1.1. must not erect (or cause, suffer or permit the erection of) a building or structure (except for a domestic outbuilding or other structure of such a kind as would not normally incorporate a reticulated water supply) unless a dual reticulation network is constructed on the land and is connected to the building or structure; and
- 4.1.2. must not permit the dual reticulation network to be removed or disconnected, or to fall into disrepair.

4.2. In this clause, "dual reticulation network" means a water reticulation network which is designed and constructed:

- 4.2.1. so as to enable reclaimed water to be distributed from the boundary of the land for use for external irrigation and toilet flushing on the land; and
- 4.2.2. in accordance with all relevant Australian Standards and regulatory requirements; and
- 4.2.3. in accordance with the requirements of any Land Management Agreement which may be noted on the Certificate of Title to the land pursuant to the provisions of the Development Act 1993.

5. **No land division without Encumbrancee's approval**

The Owner must not divide the land except with the prior written approval of the Encumbrancee.

6. **Planning laws**

- 6.1. The land must not be used or developed except in accordance with -
  - 6.1.1. any laws relating to planning from time to time in force; and
  - 6.1.2. the conditions of any relevant consent or approval given by any Council or other relevant planning authority.
- 6.2. Any approval granted by the Encumbrancee does not constitute an agreement or representation as to adequacy, suitability or fitness of the proposal, plans or specifications so approved, nor that the Council will grant its approval. The Owner acknowledges that the Owner will not place any reliance on the Encumbrancee's approval, whether for the purposes of planning or zoning laws or otherwise.

7. **No delay**

- 7.1. The Owner must not permit any undue delay to occur in the commencement or completion of any works approved under clause 2;
- 7.2. The Owner must not permit the commencement or the completion of the construction of a dwelling (or, if the Encumbrancee has approved a non-residential use, a building consistent with the approved use), approved by the Encumbrancee in accordance with clause 2, on the land to be delayed beyond time limits of:
  - 7.2.1. twelve (12) months (for commencement); and
  - 7.2.2. three (3) years (for completion),

after the date of this instrument (or such further time as the Encumbrancee in its absolute discretion may agree in writing with the Owner).
- 7.3. The Owner must not permit the completion of landscaping on the land to be delayed beyond the applicable time limit as set out below (or such longer period as the Encumbrancee allows, by notice in writing to the Owner):

- 7.3.1. if the land has been designated by the Encumbrancee as a residential allotment, then the time limit for the establishment, to the reasonable satisfaction of the Encumbrancee, of a garden (including landscaping and associated pavements) between the front of the dwelling and the adjacent road boundary is a period of twelve (12) months after the completion of the dwelling;
- 7.3.2. in any other case the time limit for completion of landscaping, to the reasonable satisfaction of the Encumbrancee, on the land is 30 days following the date of occupancy or substantial completion of any building on the land, whichever first occurs (provided that the Owner also must comply with the obligations in clause 2.1.7).

## **8. Option to buy back**

If the construction of a dwelling (or other building as referred to in clause 7.2) approved by the Encumbrancee is not commenced on the land before the expiry of the time limit stated in clause 7.2.1 or, having been commenced, is not completed within the time limit stated in clause 7.2.2 (or within such further times as the Encumbrancee may agree in writing with the Owner), then the following provisions will apply:-

- 8.1 The Encumbrancee may request the Owner to transfer the land to the Encumbrancee or its nominee. The request may be made at any time after the expiry of the time limit, unless by that time the construction of a dwelling has commenced.
- 8.2 The Encumbrancee may, in its sole discretion, determine a price for the transfer of the land (being not less than the gross sale price of the land to the Owner less 10%).
- 8.3 The Owner must, within one calendar month after the date of a request under clause 8.1, transfer an estate in fee simple in the land in accordance with the request, subject only to this encumbrance.
- 8.4 The Owner must promptly execute all relevant documentation submitted to it by the Encumbrancee for the purpose of giving effect to the transfer.
- 8.5 Rates, taxes and all other outgoings relating to of the land will be adjusted to the date of settlement of the transfer. All costs associated with the transfer will be borne by the Encumbrancee or its nominee.
- 8.6 The price fixed by the Encumbrancee will be payable to the Owner on settlement.

## **9. No sale or lease before building is completed**

- 9.1 Subject to clause 16 and this clause, the Owner must not lease, sell, advertise for lease or sale, or transfer the land unless:
- 9.1.1 a dwelling (or, if the Encumbrance has approved a non-residential use, a building consistent with the approved use), approved by the Encumbrancee under clause 2.1, has been completed upon the land; or
- 9.1.2 the Encumbrancee has consented in writing to the lease, sale, advertising or transfer.
- 9.2 If a dwelling (or other building referred to in clause 9.1), approved by the Encumbrancee under clause 1.1, has not been completed on the land and the Owner desires to transfer the land, then the following provisions will apply-
- 9.2.1 The Encumbrancee has the option of re-purchasing the land, subject only to this Encumbrance, for a price fixed by the Encumbrancee in the same manner as set out in clause 8.2.
- 9.2.2 The Owner must make an offer in writing to the Encumbrancee to sell the land to the Encumbrancee or its nominee for the price fixed by the Encumbrancee. The offer will remain open for acceptance for one calendar month after the date of service of the offer.
- 9.2.3 If the offer is accepted then –
- the Owner must sell the land to the Encumbrancee or its nominee upon the terms stated in this clause;
  - settlement will be effected within one calendar month from the date of acceptance;
  - the Owner must promptly execute all relevant documentation submitted to it by the Encumbrancee;

- rates, taxes and all other outgoings relating to the land will be adjusted to the date of settlement;
- all costs associated with the transfer will be borne by the Encumbrancee or its nominee; and
- the price fixed by the Encumbrancee will be payable on settlement.

9.2.4 Until the expiry of the period stated in clause 9.2.2, the Owner must not transfer or agree to transfer the land to any other person (unless in the meantime the Encumbrancee, in writing, unconditionally declines the offer).

9.2.5 This clause does not prevent a transfer of the land, upon the death of the Owner, to a person entitled to land under the will or upon the intestacy of the Owner.

9.3 If a dwelling (or other building as referred to in clause 9.1), approved by the Encumbrancee under clause 2.1 has not been completed on the land and the Owner causes or permits the land to be advertised for sale without first complying with clause 8.2, then the following provisions will apply:-

9.3.1 The Encumbrancee may exercise its option to purchase the land for a price fixed by the Encumbrancee in the same manner as set out in clause 8.2 on the same terms and conditions as set out in clause 9.2.

9.3.2 The option must be exercised by notice in writing served on the Owner within one calendar month of the date on which the Encumbrancee becomes aware that the land has been advertised for sale. (A certificate under the hand of a manager or secretary or other senior officer of the Encumbrancee shall be conclusive evidence of such date).

9.3.3 Settlement must be effected within two calendar months of the exercise of the option.

## **10. Not to fail to maintain**

10.1 The Owner must not allow:

- 10.1.1 the state of repair of the land, any building, structure or improvement on the land or of any painted surface; or
- 10.1.2 the general state of tidiness or cleanliness of the land or of any building, structure or improvement on the land; or
- 10.1.3 the maintenance of the landscaping, paving and car parking areas on the land,

to fall below a standard that is acceptable to the Encumbrancee.

10.2 The Encumbrancee must act in good faith in determining the standard acceptable to it for the purposes of this clause.

10.3 The Owner must not permit any carparking area to be used other than for vehicle parking.

10.4 The Owner must not permit any rubbish bin or similar receptacle to be placed between the front of any building erected on the land and the street alignment (except that a bin may be so placed immediately before being emptied or removed).

## **11. Vehicle Parking**

The Owner must not cause, suffer or permit any vehicle of a recreational nature (eg caravan, boat, campervan, etc) or a commercial nature (eg truck, bus, van, etc) to be parked between the front building line of any dwelling on the land and the road boundary (or boundaries) of the land (except on an irregular and infrequent basis) or to be parked anywhere else on the land so as to be visible from the street or from any other public place.

## **12. Notice to rectify breach**

12.1 The Encumbrancee, or a servant, agent or contractor of the Encumbrancee, may enter the land at any time, (after giving at least 24 hours notice to the Owner), for the purpose of inspecting the land to determine whether any of the Owner's obligations under this instrument has been breached. The Owner must not do (nor cause nor permit the doing of) anything to obstruct or hinder such entry or inspection.

12.2 If the Encumbrancee serves a written notice upon the Owner specifying a breach of any of the Owner's obligations under any of the foregoing clauses; and

- 12.3 the Owner fails to remedy the breach within one calendar month from the date of service of the notice, then
- 12.4 the Encumbrancee its servants, agents and contractors may enter the land and may take such action as the Encumbrancee deems necessary to remedy the breach; and
- 12.5 the Encumbrancee may recover from the Owner, in any court of competent jurisdiction, the costs incurred in remedying the breach.

### 13. Acknowledgment of building scheme

The Owner acknowledges for the Owner and the Owner's successors in title –

- 13.1 that the foregoing covenants are entered into and undertaken for the purposes of the Encumbrancee's scheme of development for the lands comprised in the Development Zone; and
- 13.2 that the Encumbrancee has warranted that it has required, and will continue to require, each purchaser of land in the Development Zone, as a condition of its sale, to execute an instrument in substantially similar form to this instrument and containing substantially similar covenants and other stipulations.

### 14. Waiver

- 14.1 The Encumbrancee, in its absolute discretion, may at any time modify, waive or release:-

- 14.1.1 any of the foregoing covenants; or
- 14.1.2 any covenants or stipulations contained in the Encumbrance Building and Development Requirements or in any other instrument relating to the land; or
- 14.1.3 any of the covenants contained in any similar instrument relating to any other land in the said Development Zone (regardless of whether the instrument was entered before or after this instrument).

- 14.2 A modification, waiver or release under clause 14.1.3 does not release the Owner from any of the covenants or stipulations referred to in clause 14.1.1 or 14.1.2.

### 15. Release of Owner upon sale

Once a building has been completed on the land in accordance with the terms of the approval required under clause 1.1, the following provisions will apply –

- 15.1 The rent charge and covenants contained in this instrument will be binding only upon the registered proprietor for the time being of the land.
- 15.2 Subject to clause 15.3, each successive registered proprietor of the land will be released from the payment of the rent charge and from the performance of the covenants immediately upon transferring the fee simple in the land to another person.
- 15.3 Despite a transfer as referred to in clause 15.2, the rights of the Encumbrancee will be preserved against any former registered proprietor, in relation to a breach of this Encumbrance which occurred either before the transfer or by reason of the transfer.

### 16. Sunset clause

The rights and obligations of the Encumbrancee (but not those of any person claiming under the Encumbrancee as purchasers of any land in the Development Zone) will cease from whichever of the following dates occurs first:-

- 16.1 a date two years after the practical completion of an approved building upon the last remaining vacant allotment in the Development Zone (excluding any allotment upon which no building is permitted to be erected); or
- 16.2 the 1st day of January 2018.

### 17. Service of notices

- 17.1 A notice may be served on the Owner either:

- 17.1.1 by posting the notice in a prepaid envelope to the last known address of the Owner; or

17.1.2 if a building has been erected on the land, by leaving the notice at or attached to the dwelling.

17.2 A Notice may be served on the Encumbrancee by being left at or posted in a prepaid envelope addressed to the Encumbrancee at its registered office in South Australia.

17.3 A notice served by post is deemed to have been served two (2) business days after posting.

## **18. Interpretation**

18.1 In this instrument:-

18.1.1 a reference to any gender includes all genders;

18.1.2 the singular includes the plural and vice versa;

18.1.3 a reference to a person includes a body corporate and vice versa;

18.1.4 a reference to a party includes the heirs, executors, successors or assigns of that party;

18.1.5 "the Owner" includes the Encumbrancer and each successive registered proprietor of the land (and, if there are two or more Owners at any time, the liability of those persons is joint and several);

18.1.6 "the Development Zone" means the whole of the land comprised, or previously comprised, in allotments 1001 & 1002 in Deposited Plan DP71340;

18.1.7 "the land" means the land subject to this instrument and includes any part of the land;

18.1.8 "Design Guidelines" means the Design Guidelines for Seaford Meadows (including precincts within Seaford Meadows) published by the Encumbrancee, which may include provisions reflecting the desired characters of particular precincts and may be varied from time to time by the Encumbrancee;

18.1.9 "Council" means the local government body for the area in which the land is situated;

18.1.10 the construction of a building on the land will not be deemed to have commenced until footings for the building have been completed in accordance with an approval given by the Encumbrancee under clause 1.1;

18.1.11 a reference to the completion of a building or similar expression used in this Encumbrance means the Stage where the building work is complete except for minor omissions and minor defects:-

- which do not prevent the building from being reasonably capable of being used for its intended purpose; and
- rectification of which will not prejudice the convenient use of the building; and
- all work on the external facade and other external surfaces of the building is complete and all defects and minor omissions have been rectified.

18.2 Nothing in this instrument prejudices:-

18.2.1 the entitlement of the Encumbrancee to all the powers, rights and remedies given to Encumbrancees under statute law or common law; or

18.2.2 the rights of the Encumbrancee (or of any other person) to an injunction or to damages in respect of a breach of any covenant by the Owner (or a previous Owner).

18.3 The burden of proving compliance with the covenants in this instrument lies on the Owner.

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Orig. AG 11547936



11:57 8-Mar-2011

1 of 1

Fees: \$121.00

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

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

Prefix
AG
Series No

Missed P/U

**BELOW THIS LINE FOR AGENT USE ONLY**

CERTIFIED CORRECT FOR THE PURPOSES  
OF THE REAL PROPERTY ACT 1886

Name: H. M. Stevens  
Solicitor/Registered Conveyancer

AGENT CODE

Lodged by:

} G. M. Stevens

GMS1

Correction to:

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

1. CT 6069/451
2. CT 6069/453
3. CT 6068/799
4. duplicate AG

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

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

**DELIVERY INSTRUCTIONS** (Agent to complete)

PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE  
UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE
CTs 6069/451 & 453 & 6068/799	BSAB76
duplicate AG	GMS1

Approval No: 146-2K

2572796 V1

CORRECTION

PASSED

REGISTERED

PRO REGISTRAR GENERAL  
416368/13

## **ANNEXURE A**

### **ENERGY EFFICIENCY GUIDELINES**

- All buildings on the Land must have electrical systems installed with direct load control.
- All residential buildings on the Land must be designed and constructed to meet or exceed 5+ stars rating using the "Accurate System".
- All hot water in the non-residential buildings on the Land must be supplied by a solar hot water system.
- All non-residential buildings on the Land must have their electricity supply supplemented by a grid connected photovoltaic cell power plant.

Form B2

This form may be  
used only when no  
panel form is suitable.

APPLICATION TO NOTE

LAND MANAGEMENT AGREEMENT

RECEIVED

11 FEB 2011

TO: **THE REGISTRAR GENERAL**

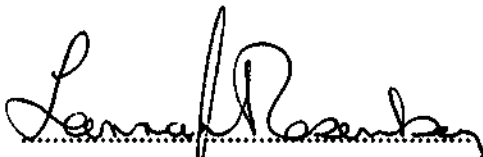
**CITY OF ONKAPARINGA** of PO Box 1, Noarlunga Centre SA 5168 (the **Council**) has entered into the attached Land Management Agreement dated the 17<sup>th</sup> day of February 2010 (the **Agreement**) with **LAND SA PTY LTD** ACN 079 317 623 of 4 undivided 10<sup>th</sup> parts and **FAIRMONT HOMES GROUP PTY LTD** ACN 110 542 553 of 3 undivided 10<sup>th</sup> parts and **MSP PROPERTY HOLDINGS PTY LTD** ACN 110 753 707 of 3 undivided 10<sup>th</sup> parts, all of 21-24 North Terrace, Adelaide, SA 5000, (together **Owner**) pursuant to Section 57(2) of the *Development Act 1993* (the **Act**).

The Agreement relates firstly to the whole of the land comprised in Allotment 3210 in DP 85406 being the land comprised in Certificate of Title Volume 6068 Folio 799, secondly to the whole of the land comprised in Allotment 3213 in DP 85407 being the land comprised in Certificate of Title Volume 6069 Folio 451, and thirdly to the whole of the land comprised in Allotment 3215 in DP 85407 being the land comprised in Certificate of Title Volume 6069 Folio 453, all located at Seaford Meadows SA (the **Land**).

**NOW THEREFORE** the Council applies pursuant to Section 57(5) of the Act to note the Agreement against the Land.

Dated the 7<sup>th</sup> day of March 2010

The COMMON SEAL of  
**CITY OF ONKAPARINGA**  
was hereunto affixed in the presence of



Mayor



  
Chief Executive Officer

NB: This form may be used only when no panel form is suitable.  
witnessing

A penalty of up to \$2000 or 6 months imprisonment applies for improper

FINLAYSONS

## **Land Management Agreement**

**City of Onkaparinga**

**and**

**LAND SA PTY LTD ACN 079 317 623**

**and**

**FAIRMONT HOMES GROUP PTY LTD ACN 110 542 553**

**and**

**MSP PROPERTY HOLDINGS PTY LTD ACN 110 753 707**

81 Flinders Street, Adelaide  
South Australia 5000

Telephone +61 8 8235 7400  
Facsimile +61 8 8232 2944

info@finlaysons.com.au  
finlaysons.com.au

GPO Box 1244, Adelaide  
South Australia 5001

DX152 Adelaide

Our Ref KNR:416368/13

THIS AGREEMENT is made the 17<sup>TH</sup> day of FEBRUARY 2010 2011

**BETWEEN:** CITY OF ONKAPARINGA of PO Box 1, Noarlunga Centre SA 5168 (hereinafter with its successors and assigns called the **Council**) of the one part

**AND:** LAND SA PTY LTD ACN 079 317 623 of 4 undivided 10<sup>th</sup> parts and FAIRMONT HOMES GROUP PTY LTD ACN 110 542 553 of 3 undivided 10<sup>th</sup> parts and MSP PROPERTY HOLDINGS PTY LTD ACN 110 753 707 of 3 undivided 10<sup>th</sup> parts, all of 21-24 North Terrace, Adelaide, SA 5000, (hereinafter together and with their administrators transferees, successors and assigns as the case may be called the **Owner**) of the other part

**RECITALS:**

- A. The Owner is the proprietor of an estate in fee simple in firstly the whole of the land comprised in Allotment 3210 in DP 85406 being the land comprised in Certificate of Title Volume 6068 Folio 799, secondly the whole of the land comprised in Allotment 3213 in DP 85407 being the land comprised in Certificate of Title Volume 6069 Folio 451, and thirdly the whole of the land comprised in Allotment 3215 in DP 85407 being the land comprised in Certificate of Title Volume 6069 Folio 453, all located at Seaford Meadows SA (hereinafter the **Land**).
- B. The Water Proofing the South strategy (which includes the proposal for the provision of reclaimed water to the Seaford Meadows Development) was submitted to the Federal Government seeking funding the National Water Initiative in June 2006 and the submission is based on the National Water Initiative guidelines.
- C. The Owner, in accordance with the provisions of the Development Act, 1993 (hereinafter called "the Act"), intends to develop the Land subject to the Owner obtaining development approval for any proposed development (hereinafter called "the proposed Development").
- D. Pursuant to the provisions of Section 57(2) of the Act the Owner has agreed with the Council to enter into this Agreement relating to the development management preservation and conservation of the Land and in particular in relation to the application of sustainable principles to the proposed Development subject to the terms and conditions hereinafter mentioned.

**NOW THIS AGREEMENT WITNESSES as follows:**

**1. INTERPRETATION**

**1.1** The parties acknowledge that the matters recited above are true and accurate and agree that they will form a part of the terms of this Agreement.

**1.2** In the interpretation of this Agreement unless the context otherwise requires:

- (a) "Consumer Areas" means the point on the boundary of each allotment forming part of the Land (whether currently in existence or

created in the future) at which the Pipeline System is intended to deliver Reclaimed Water to that allotment;

- (b) "Energy Efficiency Guidelines" means the guidelines attached as Annexure A;
- (c) "EPA" means the Environment Protection Authority constituted under the Environment Protection Act 1993;
- (d) "Land" shall include any part or parts of the Land;
- (e) "Lilac Reticulation Network" has the meaning given to that term in clause 3;
- (f) "Owner's Infrastructure" means any infrastructure on the Land which impacts in any way the Lilac Reticulation Network;
- (g) "Pipeline System" means the distribution network which is owned by SA Water and through which SA Water intends to distribute Reclaimed Water to allotments forming part of the Land (whether currently in existence or created in the future) at the Consumer Access Points;
- (h) "Reclaimed Water" means the water treated to an appropriate quality as defined in the Reclaimed Water Guidelines for use for toilet flushing and external irrigation on the Land;
- (i) "Reclaimed Water Guidelines" means the South Australian Reclaimed Water Guidelines prepared by the Department of Human Service and the Environment Protection Agency published in April 1999;
- (j) "SA Water" means the South Australian Water Corporation.
- (k) words and phrases used in this Agreement which are defined in the *Development Act 1993* or in the Regulations made under the Act will have the meanings ascribed to them by the Act or the Regulations as the case may be;
- (l) references to any statute or subordinate legislation will include all statutes and subordinate legislation amending, consolidating or replacing the statute or subordinate legislation referred to;
- (m) the term *Owner* where the Owner is a company includes its successors, assigns and transferees and where the Owner is a person, includes their heirs, executors, administrators and transferees and where the Owner consists of more than one person or company the term includes each and every one or more of such persons or companies jointly and each of them severally and their respective successors, assigns, heirs, executors, administrators and transferees of the companies or persons being registered or entitled to be registered as the proprietor of any estate in fee simple to the Land or to each and every one of all separate allotments into which the Land may be divided after the date of this Agreement subject however to such encumbrances, liens and interests as are registered and notified by memoranda endorsed on the Certificate of Title thereof;
- (n) the term *person* includes a corporate body;

- (o) any term which is defined in the statement of the names and descriptions of the parties or in the Recitals has the meaning there defined;
- (p) words importing the singular number or plural number are deemed to include the plural number and the singular number respectively;
- (q) words importing any gender include every gender;
- (r) where two or more persons are bound hereunder to observe or perform any obligation or agreement whether express or implied then they are bound jointly and each of them severally;

**1.3** Clause headings are provided for reference purposes only and will not be resorted to in the interpretation of this Agreement.

**1.4** The requirements of this Agreement are at all times to be construed as additional to the requirements of the Act and any other legislation affecting the Land.

## **2. OWNER'S OBLIGATIONS**

The Owner hereby agrees that:

### **2.1 Reclaimed Water**

(a) The Owner must ensure that the Lilac Reticulation Network is constructed to such standard as required by SA Water and all statutory authorities or by law or regulations as part of the proposed Development and that all:

- (i) allotments created on the Land; and
- (ii) all buildings and structures (except for domestic outbuildings and other structures of such a kind which would not normally incorporate a reticulated water supply) on the Land (as reasonably required by a party acting under statutory or contractual authority or by law or regulations as part of the proposed Development);

are connected to the Pipeline System;

(b) The Owner must comply with all reasonable requests for information by a party acting under statutory authority or by law or regulations as part of the proposed Development about the Owner's Infrastructure;

(c) The Owner acknowledges that there may be period during which Reclaimed Water is not available to be supplied to the Land through the Pipeline System.

### **2.2 Energy Efficiency**

(a) The Owner must ensure that the proposed Development which occurs on the Land is undertaken in accordance with the Energy Efficiency Guidelines and in any event is designed and installed to such standard as is reasonably required by the Council and all party concerned regulations

and that all buildings and structures on the Land comply with the said Energy Efficiency Guidelines.

- (b) The Owner must comply with the relevant Australian Standards in relation to the installation of any electrical componentry or any other item as part of the Owner's compliance with clause 2.2(a).

### **3. LILAC RETICULATION NETWORK**

- 3.1** In this Agreement, "Lilac Reticulation Network" means a water reticulation network which is designed and constructed on the Land to enable Reclaimed Water distributed from the Pipeline System to be used for external irrigation and toilet flushing on the Land, while complying with all necessary Australian Standards and regulatory requirements.
- 3.2** For the purposes of this Agreement, the Lilac Reticulation Network will only be deemed to be completed when the Owner gives written notice to the Council that the Lilac Reticulation Network has been activated by SA Water to the Consumer Access Point.
- 3.3** The parties agree that in the event that the Land is developed through the construction of more than one allotment, building or structure on it, then each and every one of those allotments, buildings and structures must, by means of the Lilac Reticulation Network, be connected to the Pipeline System.

### **4. FURTHER DEVELOPMENT**

#### **4.1 Reclaimed Water**

The Owner expressly acknowledges that any development of the Land (other than development which occurs concurrently with the installation of the Lilac Reticulation Network) before the Owner gives written notice to the Council in accordance with clause 3.2 will result in the Owner being in breach of this Agreement and, thereby, the Act.

#### **4.2 Energy Efficiency**

The Owner expressly acknowledges that any development of the Land must be in accordance with the Energy Efficiency Guidelines.

### **5. RESTRICTION ON LEASING AND OTHER DEALINGS**

The Owner must not grant any lease, licence, easement or other right of any nature which may give any person the right to possession or control of or entry on to the Land which right would enable such person to breach any of the obligations imposed on the Owner by this Agreement unless such grant:

- (a) is expressed in writing;
- (b) is made with the previous written consent of the Council; and
- (c) contains as an essential term a covenant by the grantee not to do or omit to do (or suffer or permit any other person to do or omit to do) any act, matter or thing which would constitute a breach by the Owner of the Owner's obligations under this Agreement.

## **6. COUNCIL'S POWERS OF ENTRY ETC**

**6.1** The Council and any employee or agent of the Council authorised by the Council may at any reasonable time enter the Land for the purpose of:

- (a) inspecting the Land and any buildings or structures on the Land;
- (b) exercising any other powers of the Council under this Agreement or pursuant to law.

**6.2** If the Owner is in breach of any provision of this Agreement, the Council may, by notice in writing served on the Owner, specify the nature of the breach and require the Owner to remedy the breach within such time as may be nominated by the Council in the notice (being not less than twenty eight (28) days from the date of service of the notice) and if the Owner fails so to remedy the breach, the Council or its servants or agents may carry out the requirements of the notice and in doing so may enter and perform any necessary works upon the Land and recover any costs incurred from the Owner.

**6.3** If in a notice referred to in clause 6.2 the Council requires the removal of the building or structure from the Land the Council and its servants or agents are authorised and empowered by the Owner to enter and remove the building or structure from the Land and to dispose of it in any manner determined by the Council provided that if the building or structure has any monetary value then the Council must use its best endeavours to realise that monetary value and must after the disposal account to the Owner and pay to the Owner the realised value less all expenses incurred.

**6.4** The Council may delegate any of its powers under this Agreement to any person.

## **7. VARIATION AND WAIVER**

**7.1** This Agreement may not be varied except by a Supplementary Agreement signed by the Council and the Owner.

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

## **8. NOTICES**

For the purposes of this Agreement a notice is properly served on the Owner if it is posted to the Owner's last address known to the Council or affixed in a prominent position on the Land.

## **9. COSTS**

The Owner hereby indemnifies the Council and agrees to keep it forever indemnified in respect of the whole of its costs and expenses (including without limitation legal costs and expenses) of and incidental to the negotiation, preparation, stamping and registration of this Agreement.

## **10. REGISTRATION OF THIS AGREEMENT**

Each party must do all things and execute all documents that may be necessary to ensure that as soon as possible after the execution of this Agreement by all necessary parties, this

Agreement is registered and a memorial noted on the Certificate of Title for the Land pursuant to the provisions of Section 57(5) of the Act.

**11. GOVERNING LAW**

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

**12. GENERAL PROVISIONS**

**12.1** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable in law then the parties must request and direct such court to sever such provision from this Agreement.

**12.2** This Agreement contains the whole agreement between the parties in respect of its subject matter.

**EXECUTED** as an Agreement.

**EXECUTED** by **CITY OF** )  
**ONKAPARINGA** by its Chief Executive )  
Officer in the presence of: )

.....  
Signature of Chief Executive Officer  
as delegate for City of Onkaparinga

.....  
Name of Chief Executive Officer (print)

.....  
Signature of Witness

.....  
Name of Witness (print)

**EXECUTED** by **LAND SA PTY LTD** in )  
accordance with section 127(1) of the )  
Corporations Act 2001 by: )

.....  
Director

.....  
**DAVID LEE PICKARD**  
Name of Director

.....  
Director or Secretary

.....  
**BRETT PATTERSON GRAHAM**  
Name of Director or Secretary

EXECUTED by FAIRMONT HOMES )  
GROUP PTY LTD in accordance with )  
section 127(1) of the Corporations Act 2001 )  
by:

.....  
Director

DAVID LEE PICKARD

.....  
Name of Director

.....  
Director or Secretary

BRETT PATTERSON GRAHAM

.....  
Name of Director or Secretary

EXECUTED by MSP PROPERTY )  
HOLDINGS PTY LTD in accordance with )  
section 127(1) of the Corporations Act 2001 )  
by:

.....  
Director

MARK STEPHEN PICKARD

.....  
Name of Director

.....  
Director or Secretary

MARK STEPHEN PICKARD

.....  
Name of Director or Secretary

**LAND MANAGEMENT CORPORATION** and **SOUTH AUSTRALIAN HOUSING TRUST** being persons with a legal interest in the Land by registered encumbrances 11502915 and 11187804 **HEREBY CONSENT** to the Owner entering into this Agreement.

**SIGNED** for and on behalf of **LAND MANAGEMENT CORPORATION** by its duly authorised officer:

JOHN BLAELS

Name of Officer

Signature of Officer

in the presence of:

Signature of Witness

**SIGNED** for and on behalf of **SOUTH AUSTRALIAN HOUSING TRUST** by its duly authorised officer:

GEOFF CLARIDGE

Name of Officer

Signature of Officer

in the presence of:

Signature of Witness

The Owner **HEREBY CERTIFIES** pursuant to Section 57(4) of the Development Act 1993 that no other person has a legal interest in the land.

EXECUTED by **LAND SA PTY LTD** in )  
accordance with section 127(1) of the )  
Corporations Act 2001 by: )

.....  
Director

**DAVID LEE PICKARD**

.....  
Name of Director

.....  
Director or Secretary

**BRETT PATTERSON GRAHAM**

.....  
Name of Director or Secretary

EXECUTED by **FAIRMONT HOMES** )  
**GROUP PTY LTD** in accordance with )  
section 127(1) of the Corporations Act 2001 )  
by:

.....  
Director

**DAVID LEE PICKARD**

.....  
Name of Director

.....  
Director or Secretary

**BRETT PATTERSON GRAHAM**

.....  
Name of Director or Secretary

EXECUTED by **MSP PROPERTY**  
**HOLDINGS PTY LTD** in accordance with  
section 127(1) of the Corporations Act 2001 )  
by:

.....  
Director

**MARK STEPHEN PICKARD**

.....  
Name of Director

.....  
Director or Secretary

**MARK STEPHEN PICKARD**


.....  
Name of Director or Secretary


**WESTPAC BANKING CORPORATION A.C.N. 007 457 141** being persons with a legal interest in the Land by registered Memoranda of Mortgage No. 11502916 and 11323754 **HEREBY CONSENT** to the Owner entering into this Agreement.

**Executed by Westpac Banking Corporation  
ABN 33 007 457 141  
by its Tier Three Attorney**

**SUSAN MARION CABOT**

**pursuant to Power of Attorney  
Registered Number 9037336 of which she/he  
holds no notice of the revocation.**

  
**Signature of Attorney**

  
**Signature of Witness**  
**PAUL SAWCZENKO**

**Full Name of Witness**

**97 King William Street ADELAIDE SA 5008**  
**Address**

**Telephone No. 2422 0833**

Executed by Western Banking Corporation  
ABN 33 007 427 141  
by its Three Attorneys

Power of Attorney  
Registered Number 9037336 of which she  
holds no notice of the revocation

Signature of Attorney

Signature of Witness

Full Name of Witness

27 King William Street Adelaide 5000  
Address

Telephone No.

E 12104769



16:09 26-Mar-2014

Single Copy Only

2 of 2

Fees: \$148.00

E

Series No.

2

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

MEMORANDUM OF ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

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

**BELOW THIS LINE FOR AGENT USE ONLY**

CERTIFIED CORRECT FOR THE PURPOSES  
OF THE REAL PROPERTY ACT 1886

Registered Conveyancer  
G M Stevens  
Ref: AB18594

AGENT CODE

Lodged by:

Correction to: G M Stevens

GMS1

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

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

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

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

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

ITEM(S)	AGENT CODE

R-G 01

CORRECTION	PASSED 
REGISTERED	15 APR 2014  REGISTRAR-GENERAL




IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE in accordance with the terms and conditions expressed \*herein /in Memorandum No. subject to such exclusions and amendments specified herein.

\* Delete the inapplicable

DATED THE <sup>X</sup> 15<sup>th</sup> DAY OF <sup>X</sup> November 2013

Executed by ACN 164 552 381 Pty Ltd  
in accordance with section 127 of the  
Corporations Act in the presence of

  
Signature Director

Full Name

Signature Director/ Secretary

Full Name

# MEMORANDUM OF ENCUMBRANCE

## CERTIFICATE(S) OF TITLE BEING ENCUMBERED

Allotment 891 in DP 92476 being portion of the land comprised in Certificate of Title Register Book Volume 6116 Folio 550. *Now whole of the land in CT 6129/445.*

### ESTATE AND INTEREST

Estate in fee simple

### ENCUMBRANCES

AG 11547936

### ENCUMBRANCER (Full Name and Address)

ACN 164 552 381 PTY LTD A.C.N. 164 552 381

of PO Box 432 GLENELG SA 5045

(Note: In this instrument the expression "the Owner" includes the Encumbrancer and each successive registered proprietor of the land comprised in the Certificate of Title being encumbered.)

### ENCUMBRANCEE (Full Name and Address and Mode of Holding)

LANDSA PTY LTD A.C.N. 079 317 623 of 21 North Terrace, Adelaide 5000

### OPERATIVE CLAUSE

THE OWNER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND ABOVE DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE SUBJECT TO THE ENCUMBRANCES AND OTHER INTERESTS AS SHOWN HEREON WITH AN ANNUITY OR RENT CHARGE OF

- |   |  |
|---|--|
| (a) Insert the amount of the annuity or rent charge   | (a) TEN CENTS (10¢)  |
| (b) State the term of the annuity or rent charge. If for life use the words "during his or her lifetime"                  | (b) TO BE PAID TO THE ENCUMBRANCEE FOR A TERM OF THREE THOUSAND NINE HUNDRED AND NINETY NINE (3,999) YEARS   |
| (c) State the times appointed for payment of the annuity or rent charge. Any special covenants may be inserted on page 2. | <p>(c) AT THE TIMES AND IN THE MANNER FOLLOWING</p> <p>Payable (if demanded by the Encumbrancee) on the 1st day of January in each year (starting on 1st day of January in the next calendar year immediately following the date of execution of this instrument) to the intent:</p> <ul style="list-style-type: none"> <li>• that the Encumbrancee will hold the annuity for the Term to secure the compliance by the Owner with the covenants contained in this instrument; and</li> <li>• that the Encumbrancee will not demand payment of the annuity if, and so long as, the Owner complies with all of the covenants.</li> </ul> |

IT IS COVENANTED by the Owner with the Encumbrancee and with all other persons claiming under the Encumbrancee as purchasers of any land in the Development Zone (as defined on the front page of this instrument) as follows to the intent:

- that the covenants in this instrument will run with and bind the land; and
- that the benefit of each of the covenants will be annexed to, and pass to future owners of, each and every part of the Development Zone.

1. **Not to use the land other than for residential or other approved purposes**

Subject to clause 6, the land must not be used for any purpose other than:

- 1.1 residential use; or
- 1.2 such other use as has received the prior written approval of the Encumbrancee.

2. **No building without Encumbrancee's approval**

2.1. Subject to clauses 3 and 4, the Owner must not do (or cause, suffer or permit to be done) any of the following on the land except in strict accordance with plans and specifications that have received the prior written approval of the Encumbrancee -

- 2.1.1. erect a building or structure;
- 2.1.2. carry out any siteworks;
- 2.1.3. erect a fence or wall;
- 2.1.4. erect any external sign, hoarding, tank, mast, pole, television antenna, satellite dish or radio aerial, either freestanding or fixed to any other building or structure;
- 2.1.5. erect or place any external floodlights or spotlights;
- 2.1.6. construct or create a driveway or parking area, or otherwise set aside any area for the parking of vehicles; or
- 2.1.7. carry out any landscaping or planting (unless the land has been designated by the Encumbrancee as a residential allotment). (But see clause 7.3.)

2.2. The Owner must not submit any plans of building works to the Council for its approval until it has obtained the approval of the Encumbrancee.

2.3. Any application that is lodged by the Owner for approval pursuant to clause 2.1 must be accompanied by such plans, specifications and other information as is reasonably required by the Encumbrancee. In addition each application must be accompanied by payment of any applicable fees set by the Encumbrancee to cover the Encumbrancee's reasonable administrative costs for processing of applications. The application fees:

- 2.3.1. may be varied by the Encumbrancee from time to time;
- 2.3.2. but are not applicable to any application relating to the initial development of the land.

3. **Design Guidelines**

3.1. The Encumbrancee will not act unreasonably in refusing any approval or imposing any condition of approval under clause 2. But a refusal or a condition cannot be deemed unreasonable if -

- 3.1.1. the proposal as submitted is contrary to any provision in the Design Guidelines; or
- 3.1.2. a corporate member of the Planning Institute of Australia certifies that the proposed works would have an adverse effect upon the development, appearance, health or amenity of the locality in which the land is situated or upon any part of that locality.

3.2. If the land is used for residential purposes, the following items do not require approval under clause 2, but nevertheless must comply with the applicable requirements as set out in the Design Guidelines:

- 3.2.1 clotheslines;

- 3.2.2 solar water heaters;
- 3.2.3 airconditioners;
- 3.2.4 antennae (including satellite dishes);
- 3.2.5 letterboxes;
- 3.2.6 driveways;
- 3.2.7 rainwater tanks.

4. **Dual Reticulation Network**

4.1. **The Owner:**

- 4.1.1. must not erect (or cause, suffer or permit the erection of) a building or structure (except for a domestic outbuilding or other structure of such a kind as would not normally incorporate a reticulated water supply) unless a dual reticulation network is constructed on the land and is connected to the building or structure; and
- 4.1.2. must not permit the dual reticulation network to be removed or disconnected, or to fall into disrepair.

4.2. In this clause, "dual reticulation network" means a water reticulation network which is designed and constructed:

- 4.2.1. so as to enable reclaimed water to be distributed from the boundary of the land for use for external irrigation and toilet flushing on the land; and
- 4.2.2. in accordance with all relevant Australian Standards and regulatory requirements; and
- 4.2.3. in accordance with the requirements of any Land Management Agreement which may be noted on the Certificate of Title to the land pursuant to the provisions of the Development Act 1993.

5. **No land division without Encumbrancee's approval**

The Owner must not divide the land except with the prior written approval of the Encumbrancee.

6. **Planning laws**

- 6.1. The land must not be used or developed except in accordance with -
  - 6.1.1. any laws relating to planning from time to time in force; and
  - 6.1.2. the conditions of any relevant consent or approval given by any Council or other relevant planning authority.
- 6.2. Any approval granted by the Encumbrancee does not constitute an agreement or representation as to adequacy, suitability or fitness of the proposal, plans or specifications so approved, nor that the Council will grant its approval. The Owner acknowledges that the Owner will not place any reliance on the Encumbrancee's approval, whether for the purposes of planning or zoning laws or otherwise.

7. **No delay**

- 7.1. The Owner must not permit any undue delay to occur in the commencement or completion of any works approved under clause 2;
- 7.2. The Owner must not permit the commencement or the completion of the construction of a dwelling (or, if the Encumbrancee has approved a non-residential use, a building consistent with the approved use), approved by the Encumbrancee in accordance with clause 2, on the land to be delayed beyond time limits of:
  - 7.2.1. twelve (12) months (for commencement); and
  - 7.2.2. three (3) years (for completion),

after the date of this instrument (or such further time as the Encumbrancee in its absolute discretion may agree in writing with the Owner).
- 7.3. The Owner must not permit the completion of landscaping on the land to be delayed beyond the applicable time limit as set out below (or such longer period as the Encumbrancee allows, by notice in writing to the Owner):

- 7.3.1. if the land has been designated by the Encumbrancee as a residential allotment, then the time limit for the establishment, to the reasonable satisfaction of the Encumbrancee, of a garden (including landscaping and associated pavements) between the front of the dwelling and the adjacent road boundary is a period of twelve (12) months after the completion of the dwelling;
- 7.3.2. in any other case the time limit for completion of landscaping, to the reasonable satisfaction of the Encumbrancee, on the land is 30 days following the date of occupancy or substantial completion of any building on the land, whichever first occurs (provided that the Owner also must comply with the obligations in clause 2.1.7).

## **8. Option to buy back**

If the construction of a dwelling (or other building as referred to in clause 7.2) approved by the Encumbrancee is not commenced on the land before the expiry of the time limit stated in clause 7.2.1 or, having been commenced, is not completed within the time limit stated in clause 7.2.2 (or within such further times as the Encumbrancee may agree in writing with the Owner), then the following provisions will apply:-

- 8.1 The Encumbrancee may request the Owner to transfer the land to the Encumbrancee or its nominee. The request may be made at any time after the expiry of the time limit, unless by that time the construction of a dwelling has commenced.
- 8.2 The Encumbrancee may, in its sole discretion, determine a price for the transfer of the land (being not less than the gross sale price of the land to the Owner less 10%).
- 8.3 The Owner must, within one calendar month after the date of a request under clause 8.1, transfer an estate in fee simple in the land in accordance with the request, subject only to this encumbrance.
- 8.4 The Owner must promptly execute all relevant documentation submitted to it by the Encumbrancee for the purpose of giving effect to the transfer.
- 8.5 Rates, taxes and all other outgoings relating to of the land will be adjusted to the date of settlement of the transfer. All costs associated with the transfer will be borne by the Encumbrancee or its nominee.
- 8.6 The price fixed by the Encumbrancee will be payable to the Owner on settlement.

## **9. No sale or lease before building is completed**

- 9.1 Subject to clause 16 and this clause, the Owner must not lease, sell, advertise for lease or sale, or transfer the land unless:
- 9.1.1 a dwelling (or, if the Encumbrance has approved a non-residential use, a building consistent with the approved use), approved by the Encumbrancee under clause 2.1, has been completed upon the land; or
- 9.1.2 the Encumbrancee has consented in writing to the lease, sale, advertising or transfer.
- 9.2 If a dwelling (or other building referred to in clause 9.1), approved by the Encumbrancee under clause 1.1, has not been completed on the land and the Owner desires to transfer the land, then the following provisions will apply-
- 9.2.1 The Encumbrancee has the option of re-purchasing the land, subject only to this Encumbrance, for a price fixed by the Encumbrancee in the same manner as set out in clause 8.2.
- 9.2.2 The Owner must make an offer in writing to the Encumbrancee to sell the land to the Encumbrancee or its nominee for the price fixed by the Encumbrancee. The offer will remain open for acceptance for one calendar month after the date of service of the offer.
- 9.2.3 If the offer is accepted then –
- the Owner must sell the land to the Encumbrancee or its nominee upon the terms stated in this clause;
  - settlement will be effected within one calendar month from the date of acceptance;
  - the Owner must promptly execute all relevant documentation submitted to it by the Encumbrancee;

- rates, taxes and all other outgoings relating to the land will be adjusted to the date of settlement;
- all costs associated with the transfer will be borne by the Encumbrancee or its nominee; and
- the price fixed by the Encumbrancee will be payable on settlement.

9.2.4 Until the expiry of the period stated in clause 9.2.2, the Owner must not transfer or agree to transfer the land to any other person (unless in the meantime the Encumbrancee, in writing, unconditionally declines the offer).

9.2.5 This clause does not prevent a transfer of the land, upon the death of the Owner, to a person entitled to land under the will or upon the intestacy of the Owner.

9.3 If a dwelling (or other building as referred to in clause 9.1), approved by the Encumbrancee under clause 2.1 has not been completed on the land and the Owner causes or permits the land to be advertised for sale without first complying with clause 8.2, then the following provisions will apply:-

9.3.1 The Encumbrancee may exercise its option to purchase the land for a price fixed by the Encumbrancee in the same manner as set out in clause 8.2 on the same terms and conditions as set out in clause 9.2.

9.3.2 The option must be exercised by notice in writing served on the Owner within one calendar month of the date on which the Encumbrancee becomes aware that the land has been advertised for sale. (A certificate under the hand of a manager or secretary or other senior officer of the Encumbrancee shall be conclusive evidence of such date).

9.3.3 Settlement must be effected within two calendar months of the exercise of the option.

## 10. Not to fail to maintain

10.1 The Owner must not allow:

- 10.1.1 the state of repair of the land, any building, structure or improvement on the land or of any painted surface; or
- 10.1.2 the general state of tidiness or cleanliness of the land or of any building, structure or improvement on the land; or
- 10.1.3 the maintenance of the landscaping, paving and car parking areas on the land,

to fall below a standard that is acceptable to the Encumbrancee.

10.2 The Encumbrancee must act in good faith in determining the standard acceptable to it for the purposes of this clause.

10.3 The Owner must not permit any carparking area to be used other than for vehicle parking.

10.4 The Owner must not permit any rubbish bin or similar receptacle to be placed between the front of any building erected on the land and the street alignment (except that a bin may be so placed immediately before being emptied or removed).

## 11. Vehicle Parking

The Owner must not cause, suffer or permit any vehicle of a recreational nature (eg caravan, boat, campervan, etc) or a commercial nature (eg truck, bus, van, etc) to be parked between the front building line of any dwelling on the land and the road boundary (or boundaries) of the land (except on an irregular and infrequent basis) or to be parked anywhere else on the land so as to be visible from the street or from any other public place.

## 12. Notice to rectify breach

12.1 The Encumbrancee, or a servant, agent or contractor of the Encumbrancee, may enter the land at any time, (after giving at least 24 hours notice to the Owner), for the purpose of inspecting the land to determine whether any of the Owner's obligations under this instrument has been breached. The Owner must not do (nor cause nor permit the doing of) anything to obstruct or hinder such entry or inspection.

12.2 If the Encumbrancee serves a written notice upon the Owner specifying a breach of any of the Owner's obligations under any of the foregoing clauses; and

- 12.3 the Owner fails to remedy the breach within one calendar month from the date of service of the notice, then
- 12.4 the Encumbrancee its servants, agents and contractors may enter the land and may take such action as the Encumbrancee deems necessary to remedy the breach; and
- 12.5 the Encumbrancee may recover from the Owner, in any court of competent jurisdiction, the costs incurred in remedying the breach.

### 13. Acknowledgment of building scheme

The Owner acknowledges for the Owner and the Owner's successors in title –

- 13.1 that the foregoing covenants are entered into and undertaken for the purposes of the Encumbrancee's scheme of development for the lands comprised in the Development Zone; and
- 13.2 that the Encumbrancee has warranted that it has required, and will continue to require, each purchaser of land in the Development Zone, as a condition of its sale, to execute an instrument in substantially similar form to this instrument and containing substantially similar covenants and other stipulations.

### 14. Waiver

- 14.1 The Encumbrancee, in its absolute discretion, may at any time modify, waive or release:-

- 14.1.1 any of the foregoing covenants; or
- 14.1.2 any covenants or stipulations contained in the Encumbrance Building and Development Requirements or in any other instrument relating to the land; or
- 14.1.3 any of the covenants contained in any similar instrument relating to any other land in the said Development Zone (regardless of whether the instrument was entered before or after this instrument).

- 14.2 A modification, waiver or release under clause 14.1.3 does not release the Owner from any of the covenants or stipulations referred to in clause 14.1.1 or 14.1.2.

### 15. Release of Owner upon sale

Once a building has been completed on the land in accordance with the terms of the approval required under clause 1.1, the following provisions will apply –

- 15.1 The rent charge and covenants contained in this instrument will be binding only upon the registered proprietor for the time being of the land.
- 15.2 Subject to clause 15.3, each successive registered proprietor of the land will be released from the payment of the rent charge and from the performance of the covenants immediately upon transferring the fee simple in the land to another person.
- 15.3 Despite a transfer as referred to in clause 15.2, the rights of the Encumbrancee will be preserved against any former registered proprietor, in relation to a breach of this Encumbrance which occurred either before the transfer or by reason of the transfer.

### 16. Sunset clause

The rights and obligations of the Encumbrancee (but not those of any person claiming under the Encumbrancee as purchasers of any land in the Development Zone) will cease from whichever of the following dates occurs first:-

- 16.1 a date two years after the practical completion of an approved building upon the last remaining vacant allotment in the Development Zone (excluding any allotment upon which no building is permitted to be erected); or
- 16.2 the 1st day of January 2018.

### 17. Service of notices

- 17.1 A notice may be served on the Owner either:

- 17.1.1 by posting the notice in a prepaid envelope to the last known address of the Owner; or

17.1.2 if a building has been erected on the land, by leaving the notice at or attached to the dwelling.

17.2 A Notice may be served on the Encumbrancee by being left at or posted in a prepaid envelope addressed to the Encumbrancee at its registered office in South Australia.

17.3 A notice served by post is deemed to have been served two (2) business days after posting.

## **18. Interpretation**

18.1 In this instrument:-

18.1.1 a reference to any gender includes all genders;

18.1.2 the singular includes the plural and vice versa;

18.1.3 a reference to a person includes a body corporate and vice versa;

18.1.4 a reference to a party includes the heirs, executors, successors or assigns of that party;

18.1.5 "the Owner" includes the Encumbrancer and each successive registered proprietor of the land (and, if there are two or more Owners at any time, the liability of those persons is joint and several);

18.1.6 "the Development Zone" means the whole of the land comprised, or previously comprised, in allotments 1001 & 1002 in Deposited Plan DP71340;

18.1.7 "the land" means the land subject to this instrument and includes any part of the land;

18.1.8 "Design Guidelines" means the Design Guidelines for Seaford Meadows (including precincts within Seaford Meadows) published by the Encumbrancee, which may include provisions reflecting the desired characters of particular precincts and may be varied from time to time by the Encumbrancee;

18.1.9 "Council" means the local government body for the area in which the land is situated;

18.1.10 the construction of a building on the land will not be deemed to have commenced until footings for the building have been completed in accordance with an approval given by the Encumbrancee under clause 1.1;

18.1.11 a reference to the completion of a building or similar expression used in this Encumbrance means the Stage where the building work is complete except for minor omissions and minor defects:-

- which do not prevent the building from being reasonably capable of being used for its intended purpose; and
- rectification of which will not prejudice the convenient use of the building; and
- all work on the external facade and other external surfaces of the building is complete and all defects and minor omissions have been rectified.

18.2 Nothing in this instrument prejudices:-

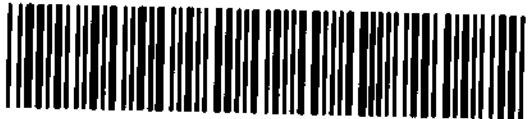
18.2.1 the entitlement of the Encumbrancee to all the powers, rights and remedies given to Encumbrancees under statute law or common law; or

18.2.2 the rights of the Encumbrancee (or of any other person) to an injunction or to damages in respect of a breach of any covenant by the Owner (or a previous Owner).

18.3 The burden of proving compliance with the covenants in this instrument lies on the Owner.

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Orig. LF 12209667



11:32 8-Oct-2014

2 of 4

Fees: \$0.00

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

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

FORM APPROVED BY THE REGISTRAR-GENERAL

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

Prefix
LF
Series No.
2

15:34 14/10/2014 02-019911  
REGISTRATION FEE \$137.00  
TRANSACTION FEE \$15.00

67

**BELOW THIS LINE FOR AGENT USE ONLY**

		<u>AGENT CODE</u>
Lodged by:	PSARROS & ALLEN	PSAL
Correction to:	PSARROS & ALLEN	PSAL

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

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

PICK-UP NO.	
CP	28400

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

ITEM(S)	AGENT CODE

CORRECTION DV 45 20.10.2014	PASSED 
REGISTERED 14/11/2014	
 PRO REGISTRAR-GENERAL	

## **COMMUNITY TITLES ACT 1996**

### **BY – LAWS**

**COMMUNITY CORPORATION NO. 28400. INC**

**ADDRESS: Lot 891 League Street Seaford Meadows 5169**

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

  
.....  
Annette Giannopoulos

Unit 5, 72-78 Carrington Street, Adelaide SA 5000

**COMMUNITY TITLES ACT 1996.**  
**COMMUNITY SCHEME PLAN NO. 28400**

- Note: 1. These notes **DO NOT** form part of the annexed by-laws.  
2. These notes **ARE NOT** a summary of the Community Titles Act 1996.  
Prospective purchasers and owners of lots should read a copy of the Act.  
Copies can be obtained from State Information, 101 Grenfell Street, Adelaide.

**Persons bound by these by-laws**

1. These by-laws bind –
  - (a) the owners and occupiers of the community lots in the scheme,
  - (b) the community corporation, and
  - (c) persons entering the community parcel. (See section 43).

**Variation of by-laws**

2. These by-laws may be varied by a special resolution of the community corporation.  
(Section 39).

**Insurance**

4.
  - (a) The buildings on the community lots **ARE NOT** insured by the community corporation.
  - (b) The owners of lots who share a party wall must insure the buildings on their lots against risks that a normally prudent person would insure against for the full cost of replacing the buildings with new materials and must insure against incidental costs such as demolition, site clearance and architect's fees. Evidence of the insurance must be delivered to the community corporation. (Section 106).
  - (c) The owners of lots should insure the buildings on their lot for their own protection.

- (d) The community corporation must take out the insurance specified in sections 103 and 104 of the Act.
- (e) The developer must insure and maintain that insurance for 6 months after the plan is deposited. (Section 107)

**Membership of community corporation**

- 5. The owners of the lots are members of the community corporation and are responsible for its debts. The affairs of the community corporation must be managed and conducted in accordance with the Community Titles Act 1996.

**Fences**

- 6. The owners of lots are responsible for the maintenance and repair of the fencing of their lots. The Fences Act 1975 applies as between adjoining owners.

**COMMUNITY TITLES ACT 1996**

**COMMUNITY PLAN NO. 28400**

**INDEX TO BY-LAWS**

**PART 1 – PRELIMINARY**

1. Interpretation

**PART 2 – COMMON PROPERTY**

- 2 Administration of common property
- 3 Use of common property
- 4 Offences on common property
- 5 Traffic and Parking
- 6 Notice of defects in common property

**PART 3 – COMMUNITY PROPERTY**

- 7 Use of lots
- 8 Building work on lots
- 9 Repair
- 10 Painting
- 11 Gardens
- 12 Offensive objects and rubbish
- 13 Garbage
- 14 Disturbances

**PART 4 – THE CORPORATION**

- 15 Votes of members

**PART 5 – GENERAL**

- 16 Prevention of contravention of By-Laws
- 17 Offences

## COMMUNITY SCHEME PLAN NO.

**BY-LAWS** of the community scheme in relation to the land divided by the plan of community division deposited in the Lands Titles Registration Office and numbered 28400 made pursuant to section 34 of the Community Titles Act 1996.

### **PART 1 – PRELIMINARY**

#### **Interpretation**

1. In these by-laws, unless the contrary intention appears –

“the Act” means the Community Titles Act 1996;

“the corporation” means the community corporation established upon the deposit of the plan;

“the plan” means the plan of community division deposited in the Lands Titles Registration Office and numbered;

“building” means building or other improvement;

“the common property” means the common property created by the plan and includes the driveway (if any) and the service infrastructure (except any part of the service infrastructure that provides a service to only one lot or that is vested in a Minister of the Crown or other authority or person) and any other common property described in section 28 (1) of the Act;

“the community parcel” means the land divided by the plan except any street, road, thoroughfare, reserve or other similar open space that is vested in a council or a prescribed authority or that reverts to the Crown under section 26 of the Act;

“develop” includes:

- (a) Construction or alteration of any building, structure, fence, wall or other external fixture or fitting;
- (b) Any site works or landscaping.

(c) Any change to any improvement on a community lot.

And Development has a corresponding meaning.

"Landscaping" includes the provision and arrangement of trees, shrubs, ground cover, grassed areas, paving and similar site works;

"improvement" means anything that has been done to a community lot by the development of a community lot;

"lots" means a lot created by the division of the land divided by the plan and includes any building on the lot;

"lot encumbrancee" means Landsa Pty Ltd;

"occupier" in relation to a lot means the occupier of the lot and, if the lot is not occupied, means the owner of the lot;

"service infrastructure" means any cables, wires, pipes, sewers, drains, ducts, plant or equipment by which lots or common property are provided with water, gas or electricity supply or reticulation, telephone services, sewer systems or drainage or other systems or services designed to improve the amenity, or enhance the enjoyment, of lots or common property;

"visitor" means any person who is on the community parcel at the invitation, by the licence, or with the permission, of the owner or occupier of a lot.

2. Any term defined in the Act and used in these by-laws has the meaning stated in the Act unless the contrary intention appears.
3. Notes to provisions of these by-laws or attached to these by-laws do not form part of these by-laws.

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## **PART 2 – COMMON PROPERTY**

### **Administration of common property**

2. The corporation shall administer, manage and control the common property.
  - (a) The Corporation shall maintain repair and replace all of the improvements and service infrastructure in or forming part of the common property,
  - (b) without limiting the effect of By-Law 2 (a) the community corporation shall regularly service and clean all storm water silt traps situated in any roadway or driveway forming part of the common property,
  - (c) the corporation shall ensure that all public lighting within the common property is in good working order and the corporation shall maintain repair and replace the public lighting as and when required,
  - (d) the corporation shall irrigate and properly maintain all lawns gardens and trees situated on the common property,
  - (e) the corporation must maintain and upkeep any landscaped Common Property in a proper condition,
  - (f) the corporation must ensure all landscaped Common Property is connected to the main irrigation system,
  - (g) The corporation must not resolve to amend or remove By-Laws set out in Part 2 clauses numbered 2 (e) and (f) and 5 (a) and (b) without the prior written consent of the lot encumbrance pursuant to the Encumbrancee.

### **Use of common property**

3. (a) Subject to the Act, these by-laws and any rights that may be granted by the corporation, the owners and occupiers of lots in the community parcel and their visitors may, jointly with the owners and occupiers of the other lots in

community parcel and their visitors, use and enjoy the common property for the purposes for which it is provided.

- (b) Owners and occupiers of lots must comply with these by-laws and any rules made, or conditions imposed, by the corporation from time to time relating to the use or enjoyment of the common property.
- (c) Owners and occupiers of lots must not, without the prior consent in writing of the corporation, construct any building fence pergola or other structure on the common property.
- (d) The corporation may withdraw any consent given under this by-law at any time unless the consent specifies a period of notice that must be given before the consent is withdrawn.

#### **Offences on common property**

4. A person must not without the prior consent in writing of the corporation –

- (a) enter upon the common property or use the common property in any manner or for any purpose provided that this clause does not apply to the owners and occupiers of lots or their visitors,
- (b) obstruct, or unreasonably interfere with, the lawful use of the common property by the owner or occupier of any lot or his or her visitors,
- (c) damage or interfere with any building, tree, plant or garden on the common property, or
- (h) deposit any rubbish, waste or other material (whether of a similar nature or not) on the common property.

5 The Corporation must not without the prior consent in writing of the Encumbrancee:

(a) The Corporation must ensure that no development of the Common Property owned by the Community Corporation will be undertaken unless and until the Community Corporation has obtained the prior approval in writing of the lot encumbrance pursuant to Encumbrance No. 1210-116<sup>94</sup> "the Encumbrancee"), as if the Common Property was subject to the Encumbrance as registered over each lot within the community division. A copy of the Encumbrance is attached to these By – Laws."

(b) The Corporation must not develop any dwelling, storage shed, garage or carport on the Common Property.

#### Traffic and Parking

6. (a) A person must not drive a motor vehicle on the common property except on a roadway provided by the corporation for use by motor vehicles.
- (b) A person must not obstruct vehicular or pedestrian traffic on the common property.
- (c) Subject to clause (4) of this by-law, a person must not park, service or repair a motor vehicle on the common property.
- (d) Owners and occupiers of lots and their visitors may park motor vehicles in any area provided by the corporation for the parking of motor vehicles by owners and occupiers and their visitors subject to compliance with these by-laws and any rules made, or conditions imposed, by the corporation from time to time.
- (e) A person must not ride a skate board, roller skates, roller blades, or any other similar device on the common property.

**Notice of defects in common property**

7. Owners and occupiers of lots must give the corporation notice of any damage to, or defect in, the common property immediately they become aware of the damage or defect.

**PART 3 – COMMUNITY LOTS**

**Use of lots**

8. (a) Lots may be used for residential purposes and for purposes that are normally incidental or ancillary to the use of land for residential purposes but must not be used for any other purpose.
- (b) A person must not use, or suffer or permit a lot to be used, for any unlawful purpose.

**Building work on lots**

9. The owner or occupier of a lot must not, without the corporation's approval:-
- (a) Erect any further buildings or structural improvements on a lot which may be visible from a portion of the common property which comprises the driveway, or
- (b) alter the external appearance of their lot in such a manner as to be visible from the driveway, or
- (c) effect any penetration whatsoever of any acoustic or fire rated party wall.

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## Repair

10. (1) The owner of a lot must –
- (a) maintain and keep the lot and any buildings on the lot in good order and condition, and
  - (b) carry out any work ordered by a council or public authority in respect of the lot.
- (2) Without limiting the effect of clause (1) of this by-law, if any building on a lot is destroyed or damaged by any cause whatsoever, within three months after the damage or destruction, the owner of the lot must –
- (a) repair the building and restore it to its state and condition before the damage or destruction occurred, or
  - (b) replace the building with a new building of similar construction and appearance to the building that was damaged or destroyed.
- (3) The occupier of a lot must keep the lot and any buildings on the lot in a clean and tidy condition at all times.

## Painting

11. (a) A person must not, without the prior consent in writing of the corporation paint or decorate the façade, verandah or any other external part of any building on a lot with colours different to the existing colours thereof.
- (b) Subject to clause 10 (a) of this by-law, a person may paint or redecorate the exterior of any building on a lot at any time.

### **Gardens**

12. The owner and the occupier of each lot must establish, cultivate, and keep the garden and grounds of the lot and all lawns, plants, trees and shrubs on the lot in good order and condition and properly tended and cultivated and must replace any plants, trees or shrubs which may perish.

### **Offensive objects and rubbish**

13. A person must not –
- (a) bring on to the community parcel any object or material of a kind that is likely to cause justified offence to the owner or occupier of any lot or his or her visitors; or
  - (b) allow refuse to accumulate on the community parcel so as to cause justified offence to the owner or occupier of any lot or his or her visitors.

### **Garbage**

14. The owner and the occupier of a lot –
- (a) must maintain on the lot a receptacle for garbage properly covered; and
  - (b) must comply with all by-laws relating to the disposal of garbage.

### **Disturbances**

15. A person must not engage in conduct that unreasonably disturbs the occupier of a lot or his or her visitors on the lot or the common property.

#### **PART 4 – THE CORPORATION**

##### **Votes of Members**

16. One vote maybe cast in respect of each Community Lot on any matter arising for decision at a general meeting of the corporation.

#### **PART 5 – GENERAL**

##### **Prevention of Contravention of By-Laws**

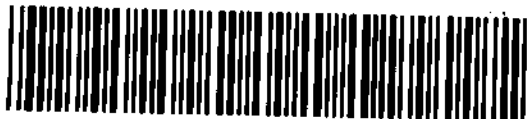
- 17 (a) Owners and occupiers of lots must not authorize or suffer or permit it any person to contravene, or fail to comply with, any provision of these by-laws.
- (b) Owners and occupiers of lots must take all reasonable steps to ensure that their visitors do not contravene, or fail to comply with, any provision of these by-laws.

##### **Offences**

18. A person who contravenes, or fails to comply with, any provision of these by-laws is guilty of an offence.

Maximum penalty: \$500.00

Orig. LF 12209668



11:32 8-Oct-2014

3 of 4

Fees: \$0.00

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER  
THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

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

Prefix
LF
Series No.
3

67

**BELOW THIS LINE FOR AGENT USE ONLY**

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Lodged by: PSARROS & ALLEN

PSAL

Correction to: PSARROS & ALLEN

PSAL

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

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

15:34 14/10/2014 02-019911  
REGISTRATION FEE \$137.00  
TRANSACTION FEE \$15.00

PICK-UP NO.	
CP	28400

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

ITEM(S)	AGENT CODE

CORRECTION DV45 20.10.2014	PASSED 
REGISTERED 14-11-2014	
 PRO REGISTRAR-GENERAL	

The terms of this instrument have not been  
checked by the Lands Titles Registration  
Office

Development Contract  
Development No. 145/0002/14/001/39005  
PAGE 1 OF 10

## **COMMUNITY TITLES ACT 1996**

### **DEVELOPMENT CONTRACT**


**COMMUNITY CORPORATION NO. 28400 INC.**

**ADDRESS: Lot 891 League Street Seaford Meadows 5169**

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

  
.....  
Annette Giannopoulos

Unit 5, 72-78 Carrington Street, Adelaide SA 5000



**COMMUNITY PLAN NO.**

**INDEX**

1. Interpretation
2. Important Notice
3. Description of Development
4. Common Property
5. Developer's Authorisation
6. Developer's Undertakings
7. Timing of Development Work
8. Access
9. Theme and Architectural Design and Standard
10. Services



## 1. Interpretation

### In this Development Contract:

- 1.1 "Act" means the Community Titles Act 1996;
- 1.2 "By-Laws" means the By-Laws filed with this Development Contract;
- 1.3 "Plan of Community Division" means the plan attached hereto and marked "A";
- 1.4 "Common Property" means the Common Property defined in the Plan of Community Division;
- 1.5 "Community Parcel" means the land situated in the State of South Australia being the portion of the land in Volume 6116 Folio 550 ;
- 1.6 "Corporation" means the Community Corporation established when the Plan of Community Division is deposited by the Registrar General in the Lands Titles Registration Office;
- 1.7 "Council" means the City of ONKAPARINGA ;
- 1.8 "Developer" means ACN 165 552 381 PTY LTD being the registered proprietor of the Community Parcel prior to deposit of the Plan of Community Division;
- 1.9 "Development Consent" means the development authorization under the Development Act 1993 approved by the Council as amended or modified from time to time in Development No. ~~145/2024/2014~~ 145/6003/2014
- 1.10 "the Development" means the development referred to in clause 3 of this Development Contract;
- 1.11 "Landscaping Plan" means the plan attached hereto showing the areas to be landscaped and the nature of the landscaping and marked "B".



1.12 "Lots 1 to 18 " means the EIGHTEEN ( 18 ) community lots to be created when the Plan of Community Division is deposited by the Registrar General in the Lands Titles Registration Office.

1.13 "Pictorial Representation" means the representation of the Development and the Common Property depicted on the plan attached hereto and marked "C".

## **2. Important Notice**

2.1 This Development Contract contains details of a community scheme which is proposed to be developed on the Community Parcel.

Interested parties are advised that the obligations contained in this Development Contract may only be varied or terminated in accordance with the provisions of Sections 50, 69 (8) or 70 (8) of the Act.

2.2 This Development Contract should not be considered alone, but in conjunction with the results of searches and enquiries made in respect of the community scheme concerned. Attention is drawn in particular to the By-Laws which set out the management rules governing this community scheme and which provide details of the rights and obligations of lot owners under this community scheme and the manner in which the community scheme will be developed by the Developer.

2.3 Further particulars about details of the scheme are available at:

2.3.1. the Council; and

2.3.2. the Development Assessment Commission.

2.4 The terms of this Development Contract are binding on the Developer who undertakes to develop the Community Parcel in accordance with Development Consent.

### 3. Description of Development

The community parcel is to be divided into EIGHTEEN (18 ) separate community lots and common property as delineated on the Plan of Community Division.

### 4. Common Property

The Developer will construct or cause to be constructed a driveway, ~~visitors car park~~ and landscaping on the common property, for use by the owners and occupiers of lots 1 to 18 as depicted on the Plan of Community Division and the Landscaping Plan.

### 5. Developer's Authorizations

Development authorization under the Development Act 1993 has been obtained to enable the proposed development to be undertaken by the Developer. The obligations of the Developer under this Development Contract are expressly subject to such planning authorization.

### 6. Developer's Undertakings

6.1. The Developer undertakes to the owners and occupiers from time to time of the community lots and to the Corporation that in carrying out the proposed development it will interfere as little as is reasonably practicable with the use and enjoyment by the owners and occupiers of lots 1 to 18 and the Common Property.

6.2. The Developer undertakes to construct or cause to be constructed ~~DOUBLE~~ <sup>Hebel</sup> storey ~~brick veneer~~ dwellings of the design, appearance and of the materials depicted on the Pictorial Representation: - ?

6.3. The Developer undertakes to the owners and occupiers from time to time of the community lots and the Corporation that it will pay the costs of repairing any damage caused by the Developer to lots 1 to 18 or to the Common Property or to any building or other property on any community lot or the Common Property.

**7. Timing of Development Work**

Construction of the driveway and landscaping works may be carried out between Monday to Friday of each week between the hours of 8.00 am and 5.30 pm and on Saturday between the hours of 9.00 am and 4.00 pm. In accordance with the Scheme Description the Developer estimated that the time for completion date of the Development would be the 1 day of July 2014: March 2015

**8. Access**

In performing the obligations of this Contract, the Developer or owner of each community lot (personally and by their agents, employees or contractors) may take access by any means over the common property and may occupy and have access to any part of the community parcel which is reasonably necessary to perform any obligations under this Contract.

**9. Theme and Architectural Design and Standard**

The standard of work to be performed and the materials to be used for the improvements is to be fair average standard or such higher standard as the Developer in his absolute discretion may determine.

**10. Services**

10.1 ~~Gas reticulation~~, electricity-wiring and telephone-wiring are to be provided and installed by the Developer so that each community lot can be connected to gas, electricity and telephone.

10.2 The electricity wiring and telephone wiring are to be constructed underground within the common property.

The terms of this instrument have not been  
checked by the Lands Titles Registration  
Office

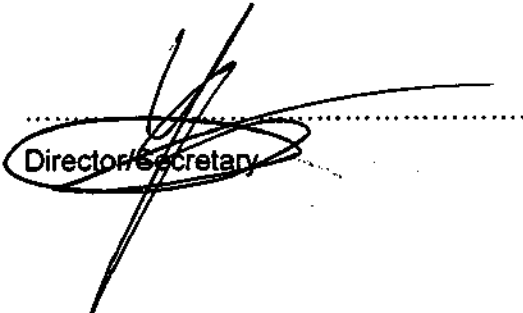
Development Contract  
Development No. 145/C002/14/001/39005  
PAGE 7 OF 10

DATED the *Thirteenth* day of *May* 2014

**EXECUTED AS AN AGREEMENT**

Executed by ACN 165 552 381  
Pty Ltd in accordance with the  
Corporations Act in the presence  
of:-

  
.....  
Director

  
.....  
Director/Secretary



4/27

The terms of this instrument have not been  
checked by the Lands Titles Registration  
Office

Development Contract  
Development No. 145/C002/14/001/39005-  
PAGE 8 OF 10

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"A"

**PROPOSED PLAN OF COMMUNITY DIVISION**

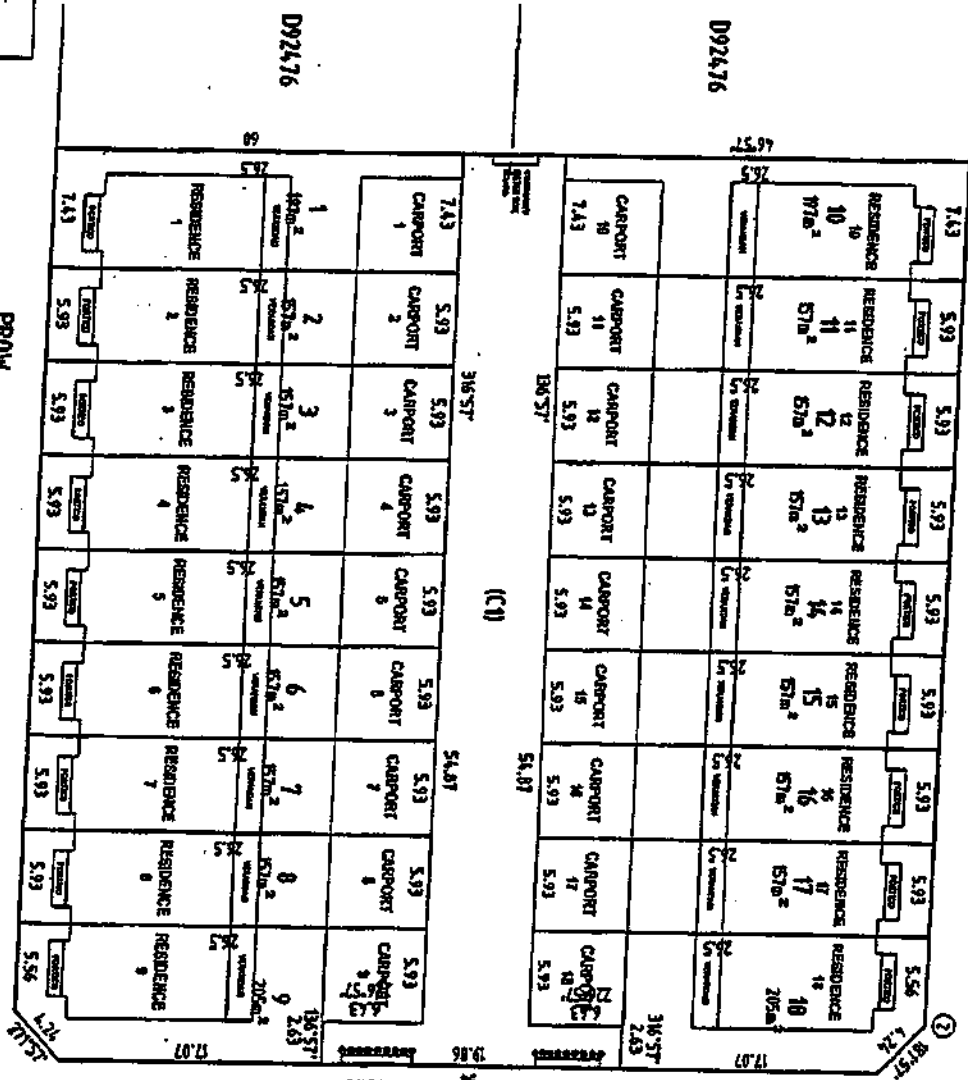
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PURPOSE:		PRIMARY COMMUNITY		AREA NAME:		SAFORD WELDRON		APPROVED:			
MAP REF:		4527/16/E		COUNCIL:		CITY OF DUNEDIN		DEPOSITED/FILED:		SHEET 1 OF 2	
LAST PLAN:				DEVELOPMENT NO:						V01	
AGENT DETAILS: PERKINS & ASSOCIATES PTY LTD LITLEDGE ROAD, DUNEDIN 9010 PO BOX 117, DUNEDIN 9010 T: 0800 000 000 F: 03 480 0000 E: info@perkins.co.nz											
SURVEYORS CERTIFICATION:											
AGENT CODE: PGM REFERENCE: PGM00000											
SUBJECT TITLE DETAILS:											
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / 1A / DIVISION	TOWN	REFERENCE NUMBER	
CT	TBA	TBA		ALLOTMENTS	391	0	91036	WELDRON			
OTHER TITLES AFFECTED:											
EASEMENT DETAILS:											
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF			CREATION		
ANNOTATIONS: THE SERVICE BURDENING WAS NOT IN PLACE AS AT 27/10/2018											

GLEBE AVENUE  
136.57' 14.5' WIDE



SHEET 2 OF 3	
V01	
READING DATING	1 TO 2 84-57'
DERIVATION	D92676 (ADDITION)
TOTAL AREA	34.80'




**Penino & Associates Pty Ltd**  
 Licensed Surveyors & Development Consultants  
 ABN 50 237 642 485  
 10 Pennington Street  
 St Albans VIC 3021  
 Tel: 0901 556 497  
 Email: office@penino.com.au  
 Lic No: 917 Military Rd 3108



**"B"**

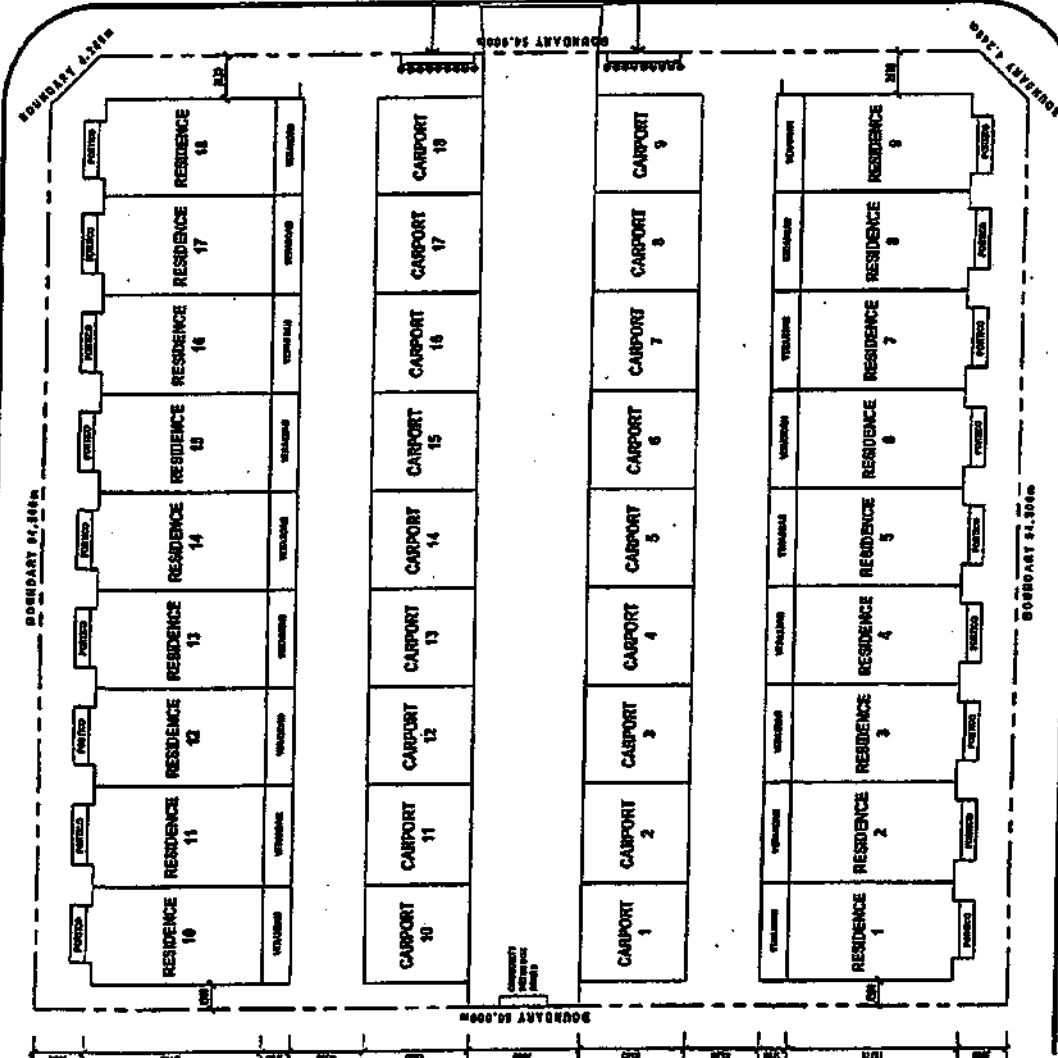
**LANDSCAPING PLAN**

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	61 NEW WALLING STREET PO BOX 3014 PO BOX 3120 JYD 96 08 0132 1109 E. <a href="mailto:quadrantmarketing.com.au">quadrantmarketing.com.au</a> © COPYRIGHT 2013
mechanical design structural design architectural design interior design graphic design	PROJECT: IN NEW DOUBLE STOREY RESIDENTS NEW ADDRESS: 601 WELLSIDE STREET RESIDENTS 5A QUENBY 60 TRUST BRIDGE ROAD QUENBY TRL TYPICAL PL 000 PLANS
DRAWING NUMBER	1000
CIP DATE	01 MAR 2013
SCALE	1:100 250 500 1:100 1:250
CONSULTING FIRM 61 NEW WALLING STREET PO BOX 3014 PO BOX 3120 JYD 96 08 0132 1109 E. <a href="mailto:quadrantmarketing.com.au">quadrantmarketing.com.au</a> © COPYRIGHT 2013	1000 250 500 1:100 1:250

GLEBE AVENUE

PROW DRIVE



LEAGUE STREET

DATE	BY	REVISION
10/10/10	10/10/10	10/10/10
10/10/10	10/10/10	10/10/10
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10/10/10	10/10/10	10/10/10

FORM



10 NEW DOUBLE STREET RESIDENCES  
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PROJ. NO. 10  
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A2

*The terms of this instrument have not been  
checked by the Lands Titles Registration  
Office*

*Development Contract  
Development No.  
PAGE 10 OF 10*

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"C"

**PICTORIAL REPRESENTATION**

A handwritten signature or set of initials, possibly reading 'JP' or 'JR', is located in the bottom right corner of the page.

QD	TELETYPE	DTG
QD	CONVERTING MSG OFFICER	Y
QD	GROUP RECEIVED IN TELETYPE UNIT/ROOM	0 17 04 04
QD	MESSAGE FROM OTHER SOURCE	2 07 04
LA	MOD OFFICER	21 04

FORM



Endocrine system  
digestive system  
circulatory system  
respiratory system

**(J) 1 8 2 J N G I A d O**

**E: edith@campusadslipr.com.au**

**08 9320 3700 © 06 9132 1100**

**NEW TOU 5017**

**L387S PARTIAL 040N 10**

**PODCAST:**  
**IN NEW DOUBLE STORY RESIDENTS**

**SITE ADDRESS:**  
**LOT 37 MILLAGE STREET**

DATE: 11/11/2011

**DRAWING FILE:**

**DRAWING NUMBER:** PD02 C

DATE WHEN	LAST	DATE	FILE NO.
SC 41 E.	1.000	1000	00111111

**SEARCHED BY AGENT ON 07/10/1970**  
**INDEXED AND FILED**

LOCATED OPERATIONS, AND AIR COUNCILS  
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**PROW DRIVE**

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

**REQUESTED BY:****Name:** Eckermann**Address:** mel.hallam@eckermanns.com.au**REGARDING:****Corporation:** Community Corporation 28400 Incorporated**Unit No. & Address:** Unit 3 1-9 League St SEAFORD MEADOWS**Owners:** Shaun Conway Durward

## PART 1 : FINANCIAL DETAILS

### 1.1 Lot Entitlement

Lot Entitlement = 525

Total of all Entitlements = 10000

### 1.2 Maintenance Contributions

Last Levy Paid	Amount	Paid To
Admin Fund Levy	\$169.45	30/09/2024
Sinking Fund Levy	\$13.13	30/09/2024
Current Levy	Amount	Frequency
Admin Fund Levy	\$169.45	Quarterly
Sinking Fund Levy	\$13.13	Quarterly

### 1.3 Arrears

Levies	Due as at 16/07/2024	Charged but due after 16/07/2024
<b>Amount Due</b>	\$0.00	\$0.00
** (NB: Interest accrues daily at 10 % per annum)		
Advance Payments	\$0.00	

**Biller Code:** 96503**Ref:** 23201195700002840035

### 1.4 Lot Expenditure by the Strata Corporation

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

### 1.5 Assets and Liabilities of the Corporation

- (a) Fund Name : STRATA DATA CLIENTS TRUST ACCOUNT
- (b) Held at : Macquarie Trust Account (BCSA)
- (c) Sum standing to the credit of fund: \$34,797.09 comprising Admin: \$25,101.00 and Sinking: \$9,696.09
- (d) Amount committed to expenses : Refer to minutes of meetings is incurred for : Refer to minutes of meetings
- (e) Amount earmarked for future expenses : Refer to minutes of meetings for the purpose of : Refer to minutes of meetings
- (f) Particulars of other assets. All those defined as common property upon the land :  
Refer to minutes of meetings
-

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

Water Payment Method:      Strata Water Solutions

PART 2 : INSURANCE

Insurer : CHU

Type of Cover	Sum Insured	Policy Number	Expiry Date
Common Property	\$80,000.00	CA0006086580	22/06/2025
Public Liability	\$20,000,000.00	CA0006086580	22/06/2025
Voluntary workers	\$200,000.00	CA0006086580	22/06/2025
Government Audit Costs	\$25,000.00	CA0006086580	22/06/2025
Fidelity Guarantee	\$100,000.00	CA0006086580	22/06/2025
Office Bearers	\$250,000.00	CA0006086580	22/06/2025

Notes

PART 3 : DOCUMENTS SUPPLIED

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

PART 4 : DOCUMENT INSPECTION

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

Statement Dated 16/07/2024

Signed for and on behalf of Community Corporation 28400 Incorporated



Charlene Gradisar  
BODY CORPORATE MANAGER

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

The Community Titles Act requires that :

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

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

# STRATA DATA

ABN 20 080 960 112

647 PORTRUSH ROAD  
GLEN OSMOND SA 5064

Phone: 8372 2777

Email: reception@stratadata.com.au

PLEASE COMPLETE AND RETURN VIA EMAIL WHEN SETTLEMENT IS FINALISED

ANY OUTSTANDING ACCOUNTS MUST BE FINALISED AT SETTLEMENT

## UNIT OWNER UPDATE

(to be filled in only for new owners)

**Community Corporation 28400 Incorporated**  
**Unit 3 1-9 League St SEAFORD MEADOWS**

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

CORRESPONDENCE TO OWNER / AGENT

ACCOUNTS TO OWNER / AGENT (please circle)

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

RENTAL MANAGER/AGENTS	
(if applicable)	
ADDRESS	

CONTACT PERSON			
CONTACT DETAILS	HOME	WORK	
	MOBILE	EMAIL	

TENANT NAMES			
CONTACT DETAILS	HOME	WORK	
	MOBILE	EMAIL	

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

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

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

# Minutes of the Annual General Meeting

Corporation      *Community Corporation 28400 Incorporated*  
Address            *1-9 League Street, Seaford Meadows*  
Meeting Date      **27th of September, 2023 commencing at 4:00 PM**  
Location           **647 Portrush Road Glen Osmond, South Australia 5064**

---

## **Present in Person**

Lot: 5    Mr Victor Trebilcock  
Lot: 7    Neil John  
Lot: 10   Jacqueline Samec  
Lot: 11   Callum Shaw, Nakita Pillar

## **Apologies**

Nil

## **Present by Proxy**

Lot: 14   Mr Simon Cowley by Proxy to Strata Data

## **In attendance**

Charlene Gradisar representing Strata Data

## **Quorum**

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

The Body Corporate Manager declared that a quorum was not in attendance and the meeting was adjourned at 4:30 pm. General discussion took place until 5:18 pm.

# Minutes of the Adjourned Annual General Meeting

Corporation            *Community Corporation 28400 Incorporated*  
Address                *1-9 League Street, Seaford Meadows*  
Meeting Date        **4th of October, 2023 commencing at 3:00 PM**  
Location              **647 Portrush Road Glen Osmond, South Australia 5064**

---

## **Present in Person**

Lot: 1   Mullins Hewett Properties ATF Hewett Superannuation Fund represented by Nigel Hewett  
Lot: 4   Dana Jongenelis  
Lot: 5   Mr Victor Trebilcock  
Lot: 18   Shane Tokay

## **Apologies**

Nil

## **Present by Proxy**

Lot: 14   Mr Simon Cowley by Proxy to Strata Data

## **In attendance**

Charlene Gradisar representing Strata Data

## **Quorum**

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

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 3:11 pm.

## **Chairperson**

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

## **Confirmation of Minutes**

It was resolved "that the minutes of the previous General Meeting, held on 21<sup>st</sup> September 2022 be accepted as a true and correct record of that meeting." *Carried Unanimously*

## **Financial Report**

It was resolved "that the statement of income and expenditure for the period Thursday 11 August 2022 to Thursday 10 August 2023 was reviewed, received and accepted as an accurate record of the corporation's current financial standing." *Carried Unanimously*

The members present queried the grounds maintenance charges, as there is not much common garden area to be attended to, and some residents pull out weeds themselves. It was noted that the grounds contractor attends monthly and sprays the weeds to the common area, around the perimeter of the corporation and to the council verge. It was agreed at a cost of \$66.00 per month, the services were reasonable even if some residents do pull weeds out between visits.

It was noted that the “common” water usage (being the difference between the SA Water meter usage reading and the aggregate of individual meter usage readings) has reduced significantly this year, which is thought to be due to the repair of the burst pipe in September 2022 that was likely leaking underground for some time. It is hopeful that the “common” water costs will continue to reduce.

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

### **Financial Statement Audit**

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

### **Review of Sums Insured**

#### **General Advice Warning**

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

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

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

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

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

It was resolved “that the sums insured be:

Common Area Insurance	\$80,000.00
Public Liability Insurance	\$20,000,000.00
Office Bearers Liability	\$250,000.00
Catastrophe Insurance	Not Selected
Fidelity Guarantee	\$100,000.00
Flood Cover	Refer to Current Certificate of Currency
Excess	Refer to Current Certificate of Currency
Renewal Date for these sums is	22/06/2024
Last Valuation Date	None on File

### **Flood Cover**

The policy currently includes flood cover.

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

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

### **Contents and Landlords Insurance**

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

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

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

### **Use of Contractors**

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

#### *Preferred Contractors*

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

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

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

#### *Non Approved Contractors*

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

### **Maintenance Requirements**

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

Strata Data was advised that the owners present wished to continue with the Grounds Maintenance services provided by Mow Grow and More.

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

It was noted that Mr Victor Trebilcock can check the pits when he attends site to ensure the drains are okay and that, in general, this was not required. However, the members present advised that Lot 11 had been undertaking diesel mechanic works in their garage and washing the diesel/residue down to the stormwater drain. It was noted that this has stained the driveway and the residue is visible in the stormwater drain. Those present indicated that it is illegal to wash such substances into stormwater drains and the matter could be reported to the EPA. A discussion took place and it was agreed on this occasion that Strata Data issue a breach notice to Lot 11, requesting that they do not flush diesel and other mechanical substances down the stormwater drain and that they arrange, at their own cost, to have the driveway pressure cleaned with detergent and for the stormwater drain to be hydro-jetted clean. It was agreed that the breach notice should warn that any further breaches of this nature may lead to a formal report being made to the EPA. It was noted that Strata Data is to be provided with photographs to use in the breach notice.

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

The members present advised that this was not required.

### **Dumping of Hard Rubbish - Sign**

Strata Data confirmed that dumping of rubbish continues to be an issue and it had been suggested at the 2022 AGM that a sign be erected to deter people from doing this. It was noted that those present last year did not feel a sign would change anything, as people will ignore it, or the sign might be graffitied on. A discussion took place and it was agreed that Strata Data continue to be advised of dumped rubbish so that either the culprit (if known) can be followed up to remove the rubbish at their own cost, or the owners can be contacted to arrange a free Council hard waste collection. Further, it was agreed that Strata Data send a reminder to all owners and residents about the allocation of two free Council hard waste collections per Lot per year, and that tenants can contact their agent to arrange this rather than breach the By-Laws by dumping of rubbish when they move in or vacate.

### **Common Driveway Lighting**

The members present advised that most of the common lighting is not working. Mr Victor Trebilcock confirmed that he will attend to replace the light globes and attempt to adjust the timer for daylight savings if the electrical switchboard is open. It was agreed that Mr Victor Trebilcock be reimbursed from Corporation funds by Strata Data upon the provision of a receipt or tax invoice.

### **Fencing**

Strata Data confirmed that the fencing at the front of each Lot is the Lot owner's responsibility.

### **Other Relevant Business**

#### **Sinking Fund Analysis Review**

The members present reviewed the sinking fund report prepared by Independent Inspections in line with legislation and it was noted the sinking fund balance and plan of works was not aligned with the report. A discussion took place regarding the condition of items listed for future planned works, and it was noted that at this stage, only the letterboxes appear to need repairs or maintenance. However, owners are to report any deterioration of anything else on Common Property so that the corporation can plan to save for the future repairs or replacements as necessary.

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

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

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

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

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

### **Illegal Parking on Council Verge**

Strata Data advised that they had been told residents were parking on the verge in front of the letterboxes, which makes it difficult to see the road when exiting the driveway. It was noted that a reminder had been sent out to all owners in October 2022 as parking on the council verge is illegal. The members present also noted that people park on the verge at the other end of the corporation too, not just near the letterboxes. A discussion took place and it was agreed that no one (including visitors) should park on the council verge, and accordingly, Strata Data is to send a notice to all residents to remind them of this.

### **Recovery of Costs (Unanimous Resolution)**

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

### **Lot 18 Approval for Solar Panels**

“that Lot 18 be approved to install panels as per NRG Solar proposal (Annexure A) subject to the following conditions being met and adhered to; that any installation of solar panels be as unobtrusive as possible and restricted to the roof area above the respective unit, that the installation be carried out by an appropriately licensed and insured trades person, that all work be done to a professional standard, that all costs for the installation and/or removal be borne by the Lot owner, that all ongoing maintenance be borne by the respective Lot owner, that any damage caused to the Common Property in either the installation or during removal be rectified without undue delay by and at the cost of the Lot owner.” *Motion Failed*

### **Blanket Approval for Solar Panels**

“that all owners be approved to install solar panels subject to the following conditions being met and adhered to; that any installation of solar panels be as unobtrusive as possible and restricted to the roof area above the respective unit, that the installation be carried out by an appropriately licensed and insured trades person, that all work be done to a professional standard, that all costs for the installation and/or removal be borne by the respective unit holder, that all ongoing maintenance be borne by the respective unit holder, that any damage caused to the Common Property in either the installation, over the life of or during removal be rectified without undue delay by and at the cost of the respective unit holder, and that if removed the Common Property be reinstated to its original condition.” *Motion Failed*

The members present discussed the installation of solar panels for Lot 18 and in general for all owners (blanket approval). It was agreed that solar panels can be installed, however, the motions needed to be amended to address the following concerns:

- Access to the solar panels may be limited, as no one should walk across any other rooves belonging to someone else to access them.
- Installation and maintenance should be by way of scissor lift or other mechanical means so that only the owner's property is accessed for these purposes.
- Installation may be to the garage roof, as access is easier here, however this is subject to weight loading.
- For aesthetics, any external conduit must be installed to the rear of the property and not on the frontage, as well as being in the same colour as the building/corporation.

Accordingly, both motions were amended.

### **Amended Motion - Lot 18 Approval for Solar Panels**

Moved Shane Tokay Seconded Mr Victor Trebilcock “that Lot 18 be approved to install panels as per NRG Solar proposal (Annexure A) subject to the following conditions being met and adhered to; that any installation of solar panels be as unobtrusive as possible and restricted to the roof area above the respective unit or garage subject to weight loading, that the installation be carried out by an appropriately licensed and insured trades person, that all work be done to a professional standard, that all costs for the installation and/or removal be borne by the Lot owner, that all ongoing maintenance be borne by the Lot owner, that the installation and all ongoing maintenance be undertaken by way of scissor lift or other mechanical means so that property belonging to someone else is not walked on in the process, that any external conduit be installed to the rear of the property and not on the frontage, that any external conduit be in keeping with the colour scheme of the corporation, and that any damage caused to the Common Property in either the installation or during removal be rectified without undue delay by and at the cost of the Lot owner.” *Carried Unanimously*

### **Amended Motion - Blanket Approval for Solar Panels**

Moved Shane Tokay Seconded Dana Jongenelis “that all owners be approved to install solar panels subject to the following conditions being met and adhered to; that any installation of solar panels be as unobtrusive as possible and restricted to the roof area above the respective unit or garage subject to weight loading, that the installation be carried out by an appropriately licensed and insured trades person, that all work be done to a professional standard, that all costs for the installation and/or removal be borne by the respective unit holder, that all ongoing maintenance be borne by the respective unit holder, that the installation and all ongoing maintenance be undertaken by way of scissor lift or other mechanical means so that property belonging to someone else is not walked on in the process, that any external conduit be installed to the rear of the respective property and not on the frontage, that any external conduit be in keeping with the colour scheme of the corporation, and that any damage caused to the Common Property in either the installation, over the life of or during removal be rectified without undue delay by and at the cost of the respective unit holder.” *Carried Unanimously*

### **Location of Lots**

It was noted that some people have trouble finding Lots, as they are not facing League Street, which has recently included council bin collections. A discussion took place and it was decided that there isn't anything the corporation can do; residents may need to walk bins up to League Street for collection, add numbering to their front door, and provide very specific instructions to any delivery drivers.

### **Resident Engagement**

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

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

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

### Level of Maintenance Fund Contributions

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

The Body Corporate Manager tabled a budget with a total annual contribution of \$13,910.00. This Budget was approved:

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

Administration Fund	\$12,910.00
Sinking Fund	\$1,000.00
Total Contribution	\$13,910.00

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

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

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

### Election of Officers

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

Strata Data was requested to send an updated list of Lot Owners to Mr Victor Trebilcock and note that this should be sent again in six months' time to capture any change of ownership over the course of the year.

### Appointment of Body Corporate Manager

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

The agreed management fee for the coming year is \$4,896.00 including GST.

### Next Annual General Meeting

The next Annual General Meeting will be held on Wednesday 25<sup>th</sup> September 2024 at 4:00pm via Zoom and by RSVP only at Strata Data, 647 Portrush Road, Glen Osmond SA 5064.

### Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 4:16 pm.



## STRATA DATA PORTAL

ACCESS YOUR INFORMATION 24/7

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

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

**How can I access the Portal?**

- If you have already registered for portal access, please visit [portal.stratadata.com.au](https://portal.stratadata.com.au).
- If you have not received an invite, please email [portal@stratadata.com.au](mailto:portal@stratadata.com.au) to request an invitation.

# Minutes of the Annual General Meeting

Corporation      *Community Corporation 28400 Incorporated*  
Address            *1-9 League Street, Seaford Meadows*  
Meeting Date      **21st of September, 2022 commencing at 4:00 PM**  
Location           **647 Portrush Road Glen Osmond, South Australia 5064**

---

## **Present in Person**

Lot: 5    Mr Victor Trebilcock  
Lot: 7    Neil John  
Lot: 9    Jane Anderson  
Lot: 11   Callum Shaw, Nakita Pillar

## **Apologies**

Lot: 15   Danielle Prideaux  
Lot: 16   Mr Steven Skinner by Proxy to Mr Victor Trebilcock (received 5:25pm)

## **Present by Proxy**

Lot: 1    Mullins Hewett Properties ATF Hewett Superannuation Fund by Proxy to Strata Data  
Lot: 3    Mr Gary Rayner by Proxy to Strata Data  
Lot: 6    Petra Turner, Bradley Turner by Proxy to Strata Data  
Lot: 8    Andrew Britton by Proxy to Strata Data  
Lot: 13   Christian Rewell, Ebonee Rose by Proxy to Strata Data  
Lot: 14   Mr Simon Cowley by Proxy to Strata Data  
Lot: 18   Barbara Kelly, Gregory Geischeck by Proxy to Strata Data

## **In attendance**

Charlene Gradisar representing Strata Data

## **Quorum**

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 4:06 pm.

## **Chairperson**

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

## **Confirmation of Minutes**

It was resolved "that the minutes of the previous General Meeting, held on 12<sup>th</sup> October 2021 be accepted as a true and correct record of that meeting." *Carried Unanimously*

## **Financial Report**

It was resolved "that the statement of income and expenditure for the period Wednesday 11 August 2021 to Wednesday 10 August 2022 was reviewed, received and accepted as an accurate record of the corporation's current financial standing." *Carried Unanimously*

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

### **Water Charges**

Strata Data advised that the recent invoice from Strata Water Solutions (not on current financial statement), was significantly less than previous quarters. It is therefore believed that something may have changed and the ongoing costs to the corporation for 'common water', being the difference in water usage from SA Water readings to Strata Water Solutions readings, will reduce.

Mr Victor Trebilcock advised that the recent leak was on the line between the SA Water main meter and the sub meters, which could have been leaking for some time and causing the higher unknown water usage.

### **Financial Statement Audit**

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

### **Review of Sums Insured**

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

The Body Corporate declined to have an insurance valuation and resolved to maintain the current sums insured.

It was resolved "that the sums insured be:

Common Area Insurance	\$80,000.00
Public Liability Insurance	\$20,000,000.00
Office Bearers Liability	\$250,000.00
Catastrophe Insurance	Not Selected
Fidelity Guarantee	\$100,000.00
Flood Cover	Refer to Current Certificate of Currency
Excess	Refer to Current Certificate of Currency
Renewal Date for these sums is	22/06/2023
Last Valuation Date	None on File

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

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

### **Contents and Landlords Insurance**

The corporation's insurance policy does not cover an owner's contents (such as carpets, curtains and light fittings) or legal liability within their unit. Owners must take out their own insurance to cover these risks. If you require assistance in arranging contents insurance as a resident owner or landlords insurance as an investor, and obtain an online competitive quote from (CHU) go to <https://www.stratadata.com.au/insurance/> or call the Strata Data insurance team on (08) 8372 2777.

### **PDS and FSG**

For a copy of the Product Disclosure Statement (PDS) and the Financial Services Guide (FSG), please visit: <https://www.stratadata.com.au/insurance/product-disclosure-statements/>

## **Use of Contractors**

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

### *Preferred Contractors*

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

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

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

### *Non Approved Contractors*

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

## **Maintenance Requirements**

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

Strata Data was advised that the owners present wished to continue with the Grounds Maintenance services provided by Mow Grow and More.

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

Mr Victor Trebilcock advised that he has checked the pits recently and believes the stormwater drains to be all good. The members present advised that this was not required.

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

The members present advised that this was not required.

## **Ongoing Issues Regarding Dumping of Rubbish**

Strata Data confirmed that there is an ongoing issue of hard rubbish being dumped at the property, quite often by tenants moving out, which can add to the costs if Council are not contacted or cannot remove certain items. Further, Strata Data advised that one owner had suggested by Proxy that a sign could be used near the letterboxes to deter rubbish being dumped here, especially by others in the street. A discussion took place and it was agreed that most of the rubbish is dumped by vacating tenants, so owners and/or their Property Managers should be monitoring this and completing an inspection when the tenants are vacating to ensure that they do not dump their rubbish. It was further agreed that a sign won't change anything, with people ignoring it or the sign being graffitied on.

Mr Victor Trebilcock confirmed he will not be contacting owners regarding this matter anymore, as many do not respond, nor will he be using his Council allowances for everyone else's rubbish. It was requested that Strata Data manage this from now on when it is reported to them that there is hard rubbish dumped on site, in the following manner:

- Request photos of the rubbish from the person reporting the matter
- Contact all owners and Property Managers with a copy of photos and ask that they confirm if the rubbish belongs to them or their tenants; if yes, they are to arrange for rubbish to be disposed of correctly, or for a hard rubbish pick up to be arranged with Council
- Request that owners offer one of their free Council hard rubbish collections to use, if no one admits that the rubbish belongs to them, or their tenants, and Strata Data must arrange collection

Additionally, it was agreed that Strata Data send another reminder now to all residents about the correct disposal of hard rubbish.

### **Common Lights**

Mr Victor Trebilcock confirmed that he has changed several lights this year and the timer will be adjusted as usual for daylight savings.

### **Other Relevant Business**

#### **Sinking Fund Analysis Review**

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

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

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

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

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

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

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

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

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

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

The Body Corporate Manager tabled a budget with a total annual contribution of \$13,459.00. This Budget was approved:

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

Administration Fund	\$12,459.00
Sinking Fund	\$1,000.00
Total Contribution	\$13,459.00

This contribution is payable quarterly and divided by entitlement on 1<sup>st</sup> January 2023.

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

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

### **Election of Officers**

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

It was requested that Strata Data send an updated Unit List to Mr Victor Trebilcock so that he has current contact information for all owners and their agents (where applicable).

It was further requested that Strata Data send contact details for Mr Victor Trebilcock to Callum Shaw and Nakita Pillar of Lot 11, as they are new to the corporation.

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

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

The agreed management fee for the coming year is \$4,490.00 including GST.

### **Next Annual General Meeting**

The next Annual General Meeting will be held on Wednesday 20<sup>th</sup> September 2023 at 4:00pm via Zoom and by RSVP only at Strata Data, 647 Portrush Road, Glen Osmond SA 5064.

### **Closure**

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 4:49 pm.

### **Additional Information**

#### **Resident Engagement**

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



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STRATA DATA

## Summary Financial Statement

Community Corporation 28400 Incorporated  
Address: 1-9 League street Seaford Meadows, South Australia 5169  
ABN: 87146152814

Version: 03.10.01

Date Printed 14/08/2023

Page 1

### INCOME & EXPENDITURE STATEMENT BETWEEN 11/08/2022 AND 10/08/2023

	ADMIN	SINKING	TOTAL
<b>INCOME</b>			
Admin Fund Levy	\$12,157.03	-	\$12,157.03
Interest on Overdue Levies	\$1.91	-	\$1.91
Interest Received	\$503.64	-	\$503.64
Sinking Fund Levy	-	\$1,000.28	\$1,000.28
<b>TOTAL INCOME</b>	<b>\$12,662.58</b>	<b>\$1,000.28</b>	<b>\$13,662.86</b>
<b>OUTGOINGS</b>			
Audit	\$569.50	-	\$569.50
Bank Charges	\$19.78	-	\$19.78
Body Corporate Management	\$4,485.69	-	\$4,485.69
Disbursements	\$1,198.12	-	\$1,198.12
Grounds Maintenance	\$786.50	-	\$786.50
Insurance Premium	\$936.70	-	\$936.70
Meeting Fees	\$123.00	-	\$123.00
Meter Readings & Invoicing	\$1,189.00	-	\$1,189.00
Plumbing Repairs & Maintenance	\$2,031.21	-	\$2,031.21
Public Officer	\$125.00	-	\$125.00
Tax Return	\$189.00	-	\$189.00
Water Charges	\$99.19	-	\$99.19
WHS Compliance	\$118.00	-	\$118.00
<b>TOTAL OUTGOINGS</b>	<b>\$11,870.69</b>		<b>\$11,870.69</b>

### SUMMARY

OPENING BALANCE AS AT 11/08/2022	\$21,371.75	\$7,751.17	\$29,122.92
TOTAL INCOME	\$12,662.58	\$1,000.28	\$13,662.86
TOTAL OUTGOINGS	\$11,870.69	\$0.00	\$11,870.69
<b>CLOSING BALANCE AS AT 10/08/2023</b>	<b>\$22,163.64</b>	<b>\$8,751.45</b>	<b>\$30,915.09</b>
NET SURPLUS	\$791.89	\$1,000.28	\$1,792.17



STRATA DATA

## Summary Financial Statement

Community Corporation 28400 Incorporated  
Address: 1-9 League street Seaford Meadows, South Australia 5169  
ABN: 87146152814

Version: 03.10.01

Date Printed 11/08/2022


Page 1

### INCOME & EXPENDITURE STATEMENT BETWEEN 11/08/2021 AND 10/08/2022

	ADMIN	SINKING	TOTAL
<b>INCOME</b>			
Admin Fund Levy	\$11,252.91	-	\$11,252.91
Interest Received	\$64.66	-	\$64.66
Sinking Fund Levy	-	\$1,000.28	\$1,000.28
<b>TOTAL INCOME</b>	<b>\$11,317.57</b>	<b>\$1,000.28</b>	<b>\$12,317.85</b>
<b>OUTGOINGS</b>			
Audit	\$540.50	-	\$540.50
Bank Charges	\$54.75	-	\$54.75
Body Corporate Management	\$4,231.00	-	\$4,231.00
Disbursements	\$1,124.83	-	\$1,124.83
Electrical Works	\$166.20	-	\$166.20
Grounds Maintenance	\$618.00	-	\$618.00
Insurance Premium	\$929.35	-	\$929.35
Meeting Fees	\$230.00	-	\$230.00
Meter Readings & Invoicing	\$1,189.00	-	\$1,189.00
Public Officer	\$114.00	-	\$114.00
Tax Return	\$177.00	-	\$177.00
Water Charges	\$708.06	-	\$708.06
WHS Compliance	\$111.00	-	\$111.00
<b>TOTAL OUTGOINGS</b>	<b>\$10,193.69</b>		<b>\$10,193.69</b>

### SUMMARY

OPENING BALANCE AS AT 11/08/2021	\$20,247.87	\$6,750.89	\$26,998.76
TOTAL INCOME	\$11,317.57	\$1,000.28	\$12,317.85
TOTAL OUTGOINGS	\$10,193.69	\$0.00	\$10,193.69
<b>CLOSING BALANCE AS AT 10/08/2022</b>	<b>\$21,371.75</b>	<b>\$7,751.17</b>	<b>\$29,122.92</b>
NET SURPLUS	\$1,123.88	\$1,000.28	\$2,124.16

PURPOSE: PRIMARY COMMUNITY		AREA NAME: SEAFORD MEADOWS	APPROVED: JULIA GADSDON 14/08/2014		
MAP REF: 6527/16E		COUNCIL: CITY OF ONKAPARINGA	DEPOSITED: ORAZIO DEANGELIS 14/11/2014		C28400
LAST PLAN: D92476		DEVELOPMENT NO: 145/C002/14/001/38005	SHEET 1 OF 2 43537_text_01_v05_Version_5		
AGENT DETAILS: PENNING & ASSOCIATES PTY LTD 57 BRIAN STREET SALISBURY SA 5108 PH: 0401556497 FAX:		SURVEYORS CERTIFICATION: I, Damiano Pennino, 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 13th day of August 2014, Damiano Pennino Licensed Surveyor			
AGENT CODE: PENN					
REFERENCE: PENN					
SUBJECT TITLE DETAILS:					
PREFIX CT	VOLUME 6129	FOLIO 445	OTHER ALLOTMENT(S)	NUMBER 891	PLAN D
			NUMBER 82476	HUNDRED / IA / DIVISION WILLUNGA	
TOWN					
REFERENCE NUMBER					
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 15/11/2014 THE COMMON PROPERTY IS DESIGNATED (C1) FOR LAND INFORMATION PURPOSES AND DOES NOT PROVIDE A LEGAL IDENTIFIER FOR THE COMMON PROPERTY					

# C28400

SHEET 2 OF 2

43537\_pland\_1\_V03\_Version\_5

BEARING DATUM: 10 - 12 136°57'

DERIVATION: D92476 ADOPTED

TOTAL AREA: 34.4 ha

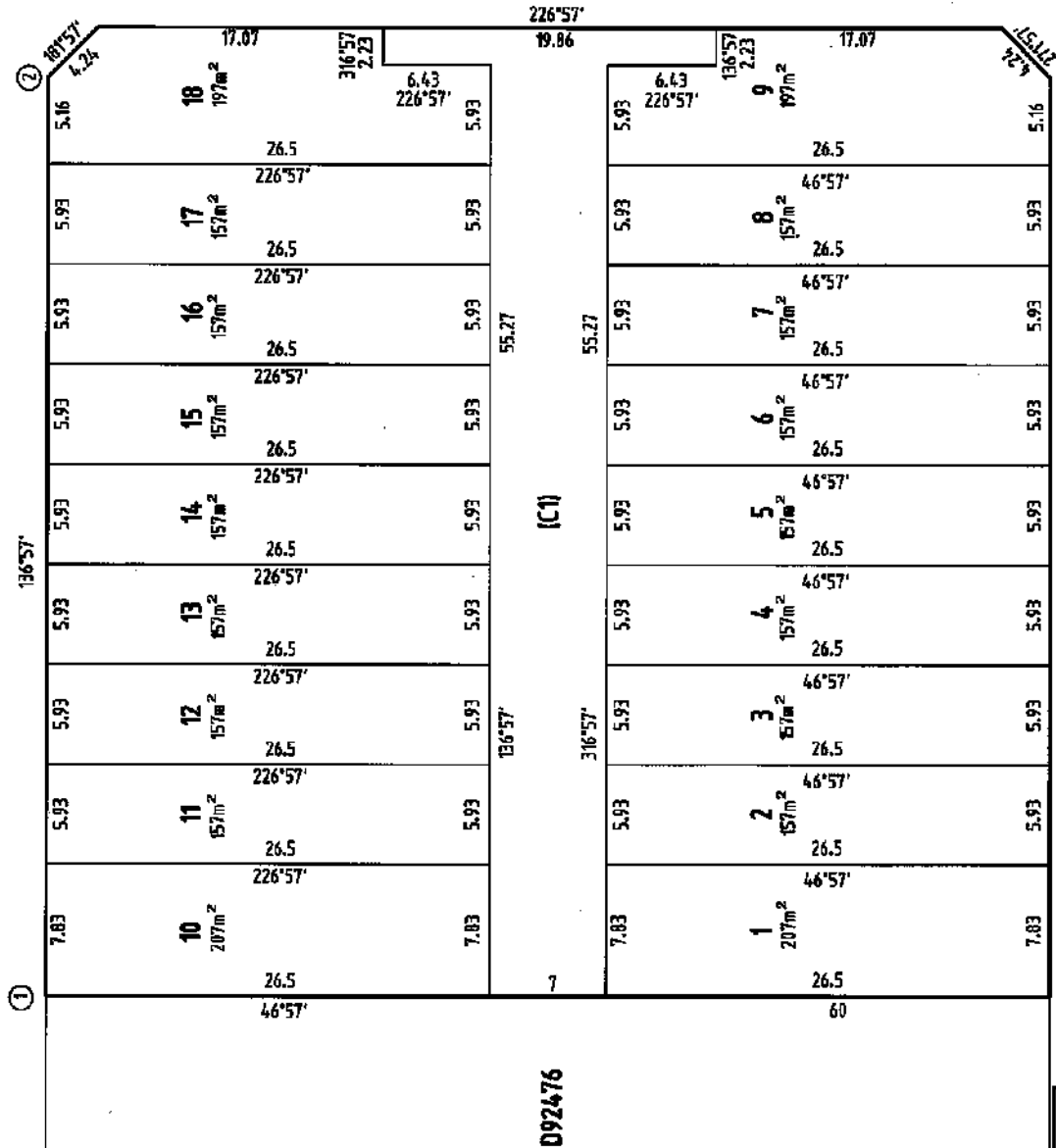
## LOCATION PLAN

AVENUE

GLEBE

LEAGUE

STREET



DRIVE

PROW



**Pennino & Associates Pty Ltd.**  
 Licensed Surveyors & Development Consultants  
 ABN 30 357 947 405  
 w: pennino.com.au  
 ph: 0401 556 497  
 e: office@pennino.com.au  
 me po box 917 salisbury sa 5108  
 our ref: F1000REVB  
 DP.23.10.13

28400

LOT ENTITLEMENT SHEET

CP	28400
APPROVED	THIS IS SHEET 1 OF 1 SHEETS
DEPOSITED	14/11/2019
PRO REGISTRAR GENERAL	

APPLICATION 12209666

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
1	550	
2	525	
3	525	
4	525	
5	525	
6	525	
7	525	
8	525	
9	550	
10	600	
11	575	
12	575	
13	575	
14	575	
15	575	
16	575	
17	575	
18	600	
AGGREGATE	10,000	

CERTIFICATE OF LAND VALUER

I, ANGELO CAIAZZA being a land valuer within the meaning of the Land Valuers Act 1954 certify that this schedule is correct for the purposes of the Community Titles Act 1998.  
Dated the 24th day of April 2014.

  
ANGELO CAIAZZA  
Practical National Valuers SA

# Sinking Fund Forecast

CC 28400 INC



Scheme Number: CC 28400 INC

COMPILED BY Sydney Lue

On September 08 2016

15 Years Starting at : Aug 11 2015

Reference Number V12: 86661

FORECAST REPORT CONTENTS

INTRODUCTION ..... 2

LOCATION OF PROPERTY..... 2

PROPOSED LEVIES ..... 2

METHODOLOGY ..... 3

ANNUAL BALANCE FORECAST, EXPENDITURE AND CONTRIBUTIONS 4

FORECAST OF SINKING FUND COSTS,INCOME AND BANK BALANCE 5

YEARLY TABLE OF EXPENDITURE ..... 6

FORECAST EXPENDITURE BY BUILDING AREA..... 7

REPORT NOTES ..... 8

## INTRODUCTION

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

## LOCATION OF PROPERTY

1 - 9 League Street , Seafood Meadows , SA 5169

## PROPOSED LEVIES

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

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

The Sinking Fund Levy per entitlement per annum already set is :	\$0.10
Number of Lot/Unit Entitlements:	10000
Opening Balance	\$984
The Proposed Sinking Fund levy per entitlement per annum is :	\$0.10

## METHODOLOGY

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

The levy income has been determined by forecasting the expected expenditure to maintain the building and the effective life and making an allowance for those items that do not have a set lifespan. The levy income is initially adjusted to smooth the effects of major cost fluctuations given the initial fund balance and income depending on the financial position of the building. Levy income is then generally increased at a rate of 4% per annum over the remaining years of the forecast.

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

Replacement costs have been calculated by the current cost for each item to a standard, the same or better than the original at the time of inspection. These forecast costs are increased each year at a rate of 4% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10% per annum has been applied to the forecast costs, it is applied to each item cost in the year the cost that is forecast to occur for allowance of variations from quotations obtained in advance.

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

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

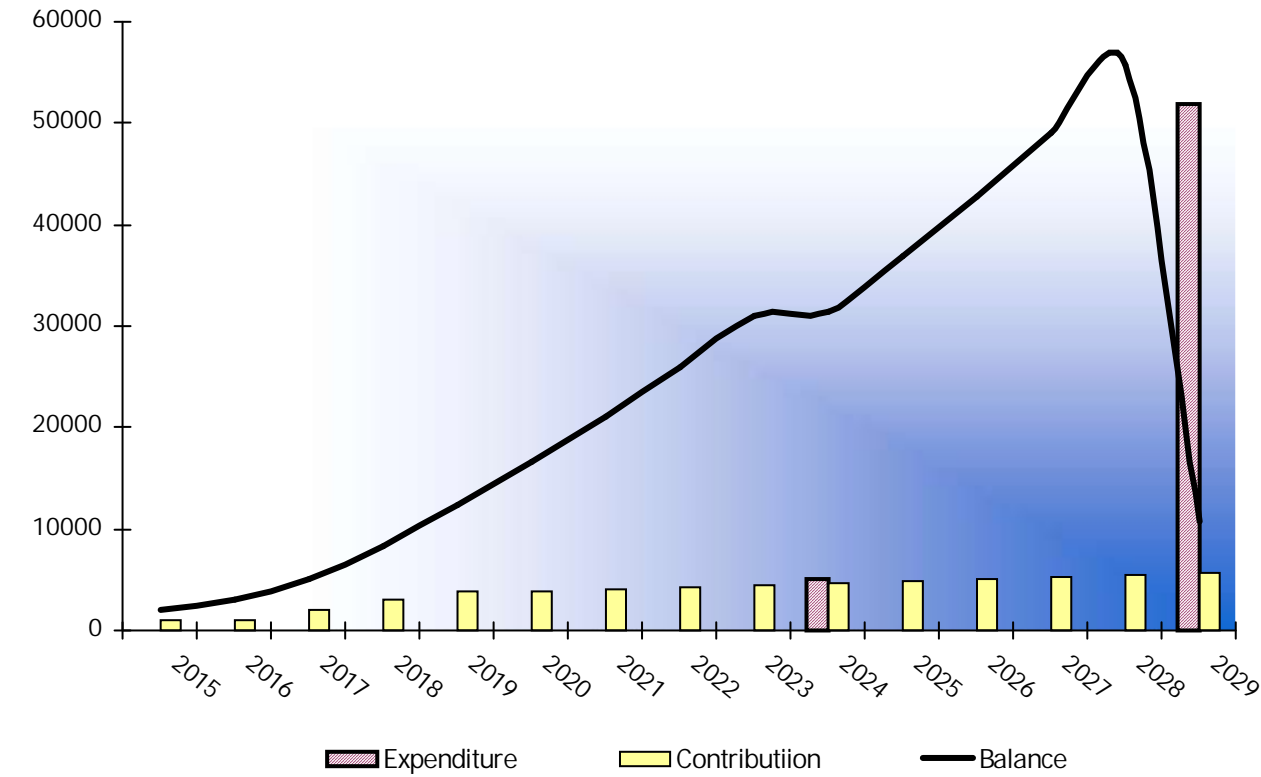
GST has been incorporated to the financials

## CC 28400 INC

## ANNUAL BALANCE FORECAST,EXPENDITURE AND CONTRIBUTION

Year		Costs	Income		Annual Fund Balance		Per Entitlement Levy
Life Years	Financial Year Starting	Estimated Expenditure ( Inc GST )	Contribution Total P.A. incl 4.00% Inflation	Bank Interest at 2.50%	Opening Balance (Beginning of Year)	Closing Balance (End of Year)	
1	Aug 15	\$0	\$1,000	25	\$984	\$2,009	\$.10
2	Aug 16	\$0	\$1,000	50	\$2,009	\$3,059	\$.10
3	Aug 17	\$0	\$2,000	76	\$3,059	\$5,135	\$.20
4	Aug 18	\$0	\$3,000	128	\$5,135	\$8,263	\$.30
5	Aug 19	\$0	\$3,800	207	\$8,263	\$12,270	\$.38
6	Aug 20	\$0	\$3,952	307	\$12,270	\$16,529	\$.40
7	Aug 21	\$0	\$4,110	413	\$16,529	\$21,052	\$.41
8	Aug 22	\$0	\$4,274	526	\$21,052	\$25,852	\$.43
9	Aug 23	\$0	\$4,445	646	\$25,852	\$30,943	\$.44
10	Aug 24	\$5,015	\$4,623	774	\$30,943	\$31,325	\$.46
11	Aug 25	\$0	\$4,808	783	\$31,325	\$36,916	\$.48
12	Aug 26	\$0	\$5,000	923	\$36,916	\$42,839	\$.50
13	Aug 27	\$0	\$5,200	1071	\$42,839	\$49,110	\$.52
14	Aug 28	\$0	\$5,408	1228	\$49,110	\$55,746	\$.54
15	Aug 29	\$51,962	\$5,624	1394	\$55,746	\$10,802	\$.56

CC 28400 INC  
FORECAST OF COSTS,INCOME AND BANK BALANCE



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

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

## CC 28400 INC

## YEARLY PROJECTED FORECAST SUMMARY

Year Starting	August 2024	Expense
DRIVEWAY /CAR PARK & PAVING		
- Maintain Drainage Grates		\$1,433
- Maintain Bitumen Driveway (Patchwork)		\$1,791
FIXTURES/FITTINGS		
- Maintain Switchboard/ Electrical		\$1,791
Total Forecast Expenditure for year commencing:	August 2024	\$5,015

Year Starting	August 2029	Expense
DRIVEWAY /CAR PARK & PAVING		
- Recoat Bitumen Driveway Surface		\$36,359
- Maintain Bitumen Driveway (Patchwork)		\$2,179
FENCING		
- Maintain Underground Pipework		\$5,448
- Maintain Retaining Wall		\$3,269
FIXTURES/FITTINGS		
- Maintain/Repair Mail Boxes		\$4,707
Total Forecast Expenditure for year commencing:	August 2029	\$51,962

Item	Cost ** (Ex GST)	Replace In	Remain Life/Int Years	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
DRIVEWAY / CAR PARK & PAVING																		
- Maintain Drainage Grates	\$800	2024	10										1433					
- Recoat Bitumen Driveway Surface	\$16,685	2029	15															36359
- Maintain Bitumen Driveway (Patchwork)	\$1,000	2024	5										1791					2179
FENCING																		
- Maintain Underground Pipework	\$2,500	2029	15															5448
- Maintain Retaining Wall	\$1,500	2029	15															3269
FIXTURES/FITTINGS																		
- Maintain Switchboard/ Electrical	\$1,000	2024	7										1791					
- Maintain/Repair Mail Boxes	\$2,160	2029	15															4707
\$25,645													5015					51962

## REPORT NOTES -

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

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

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

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

COMPILED BY: Peter Greenham

Peter Greenham's Qualifications include:

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

### READILY ACCESSIBLE AREA INSPECTED

The inspection covered the Readily Accessible Areas of the property including:

Building Interior, Building Exterior, Roof Exterior, Driveway Areas, The grounds including, landscaping, retaining walls, fences within the property boundaries.

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

### Other Comments

## GENERAL CONDITIONS OF ENGAGEMENT

### 1 CONSULTANT'S RESPONSIBILITIES AND OBLIGATIONS

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

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

### 2 PAYMENT

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

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

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

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

### 3 VARIATIONS/DOCUMENTS

3.1 The Consultant shall be entitled to be paid a reasonable fee or compensation (including related costs, expenses, loss or damage) for any change required

or performed to the Services, unless it is due to a default of the Consultant, as well as a reasonable extension of time to complete the Services as a consequence of the change

### 4 CLIENT'S RESPONSIBILITIES AND OBLIGATIONS

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

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

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

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

4.5 bear the costs of all fees and charges in connection with the performance of the Services including those associated with complying with statutory and

regulatory requirements such as permit or approval fees; and

4.6 discharge its obligations reasonably and in good faith.

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

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

### 5 DELAY AND EXTENSION OF TIME

5.1 The Consultant will be entitled to a reasonable extension of time for the performance of the Services if the Consultant is delayed in performing the Services

by an act, omission or event beyond the reasonable control of the Consultant.

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

### 6 TERMINATION AND SUSPENSION OF SERVICES

6.1 Where either party commits a breach of this Agreement, the other party may give the defaulting party written notice specifying the breach and the period for its rectification, which shall not be less than 14 days from the date of service of the notice. If the defaulting party fails to rectify the breach within the period specified

in the notice, the other party may, without further notice, suspend or terminate this Agreement.

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

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

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

## 7 LIABILITY

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

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

7.3 Notwithstanding any other provision of this Agreement,

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

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

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

(i) the supplying of the Services again; or

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

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

## 8 ASBESTOS, MOULD TERRORISM

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

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

8.3 For the purposes of this clause:

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

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

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

## 9 MISCELLANEOUS

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

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

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

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

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

FORECAST EXPENDITURE BY BUILDING AREAS

Thursday, 15 September 2016

Area	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
DRIVEWAY /CAR PARK & PAVING	0		0	0	0		0	0	0	3224		0	0		38538
FENCING	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8717
FIXTURES/FITTINGS	0	0	0	0	0	0	0	0	0	1791		0	0	0	4707
										5015					51962

Orig. LF 12209667



11:32 8-Oct-2014  
2 of 4 Fees: \$0.00

Prefix
LF
Series No.
2

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

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

FORM APPROVED BY THE REGISTRAR-GENERAL

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

15:34 14/10/2014 02-019911  
REGISTRATION FEE \$137.00  
TRANSACTION FEE \$15.00

67

**BELOW THIS LINE FOR AGENT USE ONLY**

Lodged by:	PSARROS & ALLEN	AGENT CODE PSAL
Correction to:	PSARROS & ALLEN	PSAL


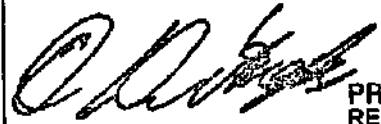

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH  
INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

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

PICK-UP NO.	
CP	28400

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

ITEM(S)	AGENT CODE

CORRECTION DV 45 20.10.2014	PASSED 
REGISTERED 14/11/2014	
 	

The terms of this instrument have not been  
checked by the Lands Titles Registration  
Office

By-Laws

Development No. 145/0002/14/001/

PAGE 1 OF 13

39005

## **COMMUNITY TITLES ACT 1996**

### **BY – LAWS**

**COMMUNITY CORPORATION NO. 28400. INC**

**ADDRESS:** Lot 891 League Street Seaford Meadows 5169

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

  
.....  
Annette Giannopoulos

Unit 5, 72-78 Carrington Street, Adelaide SA 5000

**COMMUNITY TITLES ACT 1996.**  
**COMMUNITY SCHEME PLAN NO. 28400**

- Note:**
1. These notes **DO NOT** form part of the annexed by-laws.
  2. These notes **ARE NOT** a summary of the Community Titles Act 1996.  
Prospective purchasers and owners of lots should read a copy of the Act.  
Copies can be obtained from State Information, 101 Grenfell Street, Adelaide.

**Persons bound by these by-laws**

1. These by-laws bind –
  - (a) the owners and occupiers of the community lots in the scheme,
  - (b) the community corporation, and
  - (c) persons entering the community parcel. (See section 43).

**Variation of by-laws**

2. These by-laws may be varied by a special resolution of the community corporation.  
(Section 39).

**Insurance**

4.
  - (a) The buildings on the community lots **ARE NOT** insured by the community corporation.
  - (b) The owners of lots who share a party wall must insure the buildings on their lots against risks that a normally prudent person would insure against for the full cost of replacing the buildings with new materials and must insure against incidental costs such as demolition, site clearance and architect's fees. Evidence of the insurance must be delivered to the community corporation. (Section 106).
  - (c) The owners of lots should insure the buildings on their lot for their own protection.

- (d) The community corporation must take out the insurance specified in sections 103 and 104 of the Act.
- (e) The developer must insure and maintain that insurance for 6 months after the plan is deposited. (Section 107)

**Membership of community corporation**

- 5. The owners of the lots are members of the community corporation and are responsible for its debts. The affairs of the community corporation must be managed and conducted in accordance with the Community Titles Act 1996.

**Fences**

- 6. The owners of lots are responsible for the maintenance and repair of the fencing of their lots. The Fences Act 1975 applies as between adjoining owners.

**COMMUNITY TITLES ACT 1996**

**COMMUNITY PLAN NO. 28400**

**INDEX TO BY-LAWS**

**PART 1 – PRELIMINARY**

1. Interpretation

**PART 2 – COMMON PROPERTY**

- 2 Administration of common property
- 3 Use of common property
- 4 Offences on common property
- 5 Traffic and Parking
- 6 Notice of defects in common property

**PART 3 – COMMUNITY PROPERTY**

- 7 Use of lots
- 8 Building work on lots
- 9 Repair
- 10 Painting
- 11 Gardens
- 12 Offensive objects and rubbish
- 13 Garbage
- 14 Disturbances

**PART 4 – THE CORPORATION**

- 15 Votes of members

**PART 5 – GENERAL**

- 16 Prevention of contravention of By-Laws
- 17 Offences

## **COMMUNITY SCHEME PLAN NO.**

**BY-LAWS** of the community scheme in relation to the land divided by the plan of community division deposited in the Lands Titles Registration Office and numbered 28400 made pursuant to section 34 of the Community Titles Act 1996.

### **PART 1 – PRELIMINARY**

#### **Interpretation**

1. In these by-laws, unless the contrary intention appears –

"the Act" means the Community Titles Act 1996;

"the corporation" means the community corporation established upon the deposit of the plan;

"the plan" means the plan of community division deposited in the Lands Titles Registration Office and numbered;

"building" means building or other improvement;

"the common property" means the common property created by the plan and includes the driveway (if any) and the service infrastructure (except any part of the service infrastructure that provides a service to only one lot or that is vested in a Minister of the Crown or other authority or person) and any other common property described in section 28 (1) of the Act;

"the community parcel" means the land divided by the plan except any street, road, thoroughfare, reserve or other similar open space that is vested in a council or a prescribed authority or that reverts to the Crown under section 26 of the Act;

"develop" includes:

- (a) Construction or alteration of any building, structure, fence, wall or other external fixture or fitting;
- (b) Any site works or landscaping.

(c) Any change to any improvement on a community lot.

And Development has a corresponding meaning.

"Landscaping" includes the provision and arrangement of trees, shrubs, ground cover, grassed areas, paving and similar site works;

"improvement" means anything that has been done to a community lot by the development of a community lot;

"lots" means a lot created by the division of the land divided by the plan and includes any building on the lot;

"lot encumbrancee" means Landsea Pty Ltd;

"occupier" in relation to a lot means the occupier of the lot and, if the lot is not occupied, means the owner of the lot;

"service infrastructure" means any cables, wires, pipes, sewers, drains, ducts, plant or equipment by which lots or common property are provided with water, gas or electricity supply or reticulation, telephone services, sewer systems or drainage or other systems or services designed to improve the amenity, or enhance the enjoyment, of lots or common property;

"visitor" means any person who is on the community parcel at the invitation, by the licence, or with the permission, of the owner or occupier of a lot.

2. Any term defined in the Act and used in these by-laws has the meaning stated in the Act unless the contrary intention appears.
3. Notes to provisions of these by-laws or attached to these by-laws do not form part of these by-laws.

## **PART 2 – COMMON PROPERTY**

### **Administration of common property**

2. The corporation shall administer, manage and control the common property.
  - (a) The Corporation shall maintain repair and replace all of the improvements and service infrastructure in or forming part of the common property,
  - (b) without limiting the effect of By-Law 2 (a) the community corporation shall regularly service and clean all storm water silt traps situated in any roadway or driveway forming part of the common property,
  - (c) the corporation shall ensure that all public lighting within the common property is in good working order and the corporation shall maintain repair and replace the public lighting as and when required,
  - (d) the corporation shall irrigate and properly maintain all lawns gardens and trees situated on the common property,
  - (e) the corporation must maintain and upkeep any landscaped Common Property in a proper condition,
  - (f) the corporation must ensure all landscaped Common Property is connected to the main irrigation system,
  - (g) The corporation must not resolve to amend or remove By-Laws set out in Part 2 clauses numbered 2 (e) and (f) and 5 (a) and (b) without the prior written consent of the lot encumbrance pursuant to the Encumbrances.

### **Use of common property**

3. (a) Subject to the Act, these by-laws and any rights that may be granted by the corporation, the owners and occupiers of lots in the community parcel and their visitors may, jointly with the owners and occupiers of the other lots in

community parcel and their visitors, use and enjoy the common property for the purposes for which it is provided.

- (b) Owners and occupiers of lots must comply with these by-laws and any rules made, or conditions imposed, by the corporation from time to time relating to the use or enjoyment of the common property.
- (c) Owners and occupiers of lots must not, without the prior consent in writing of the corporation, construct any building fence pergola or other structure on the common property.
- (d) The corporation may withdraw any consent given under this by-law at any time unless the consent specifies a period of notice that must be given before the consent is withdrawn.

#### **Offences on common property**

4. A person must not without the prior consent in writing of the corporation –

- (a) enter upon the common property or use the common property in any manner or for any purpose provided that this clause does not apply to the owners and occupiers of lots or their visitors,
- (b) obstruct, or unreasonably interfere with, the lawful use of the common property by the owner or occupier of any lot or his or her visitors,
- (c) damage or interfere with any building, tree, plant or garden on the common property, or
- (h) deposit any rubbish, waste or other material (whether of a similar nature or not) on the common property.

5 The Corporation must not without the prior consent in writing of the Encumbrancee:

- 8* (a) The Corporation must ensure that no development of the Common Property owned by the Community Corporation will be undertaken unless and until the Community Corporation has obtained the prior approval in writing of the lot encumbrance pursuant to Encumbrance No. ~~1210-476~~ "the Encumbrancee"), as if the Common Property was subject to the Encumbrance as registered over each lot within the community division. A copy of the Encumbrance is attached to these By – Laws."
- (b) The Corporation must not develop any dwelling, storage shed, garage or carport on the Common Property.

#### Traffic and Parking

6. (a) A person must not drive a motor vehicle on the common property except on a roadway provided by the corporation for use by motor vehicles.
- (b) A person must not obstruct vehicular or pedestrian traffic on the common property.
- (c) Subject to clause (4) of this by-law, a person must not park, service or repair a motor vehicle on the common property.
- (d) Owners and occupiers of lots and their visitors may park motor vehicles in any area provided by the corporation for the parking of motor vehicles by owners and occupiers and their visitors subject to compliance with these by-laws and any rules made, or conditions imposed, by the corporation from time to time.
- (e) A person must not ride a skate board, roller skates, roller blades, or any other similar device on the common property.

**Notice of defects in common property**

7. Owners and occupiers of lots must give the corporation notice of any damage to, or defect in, the common property immediately they become aware of the damage or defect.

**PART 3 – COMMUNITY LOTS**

**Use of lots**

8. (a) Lots may be used for residential purposes and for purposes that are normally incidental or ancillary to the use of land for residential purposes but must not be used for any other purpose.
- (b) A person must not use, or suffer or permit a lot to be used, for any unlawful purpose.

**Building work on lots**

9. The owner or occupier of a lot must not, without the corporation's approval:-
- (a) Erect any further buildings or structural improvements on a lot which may be visible from a portion of the common property which comprises the driveway, or
- (b) alter the external appearance of their lot in such a manner as to be visible from the driveway, or
- (c) effect any penetration whatsoever of any acoustic or fire rated party wall.

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**Repair**

10. (1) The owner of a lot must –
- (a) maintain and keep the lot and any buildings on the lot in good order and condition, and
  - (b) carry out any work ordered by a council or public authority in respect of the lot.
- (2) Without limiting the effect of clause (1) of this by-law, if any building on a lot is destroyed or damaged by any cause whatsoever, within three months after the damage or destruction, the owner of the lot must –
- (a) repair the building and restore it to its state and condition before the damage or destruction occurred, or
  - (b) replace the building with a new building of similar construction and appearance to the building that was damaged or destroyed.
- (3) The occupier of a lot must keep the lot and any buildings on the lot in a clean and tidy condition at all times.

**Painting**

11. (a) A person must not, without the prior consent in writing of the corporation paint or decorate the façade, verandah or any other external part of any building on a lot with colours different to the existing colours thereof.
- (b) Subject to clause 10 (a) of this by-law, a person may paint or redecorate the exterior of any building on a lot at any time.

### **Gardens**

12. The owner and the occupier of each lot must establish, cultivate, and keep the garden and grounds of the lot and all lawns, plants, trees and shrubs on the lot in good order and condition and properly tended and cultivated and must replace any plants, trees or shrubs which may perish.

### **Offensive objects and rubbish**

13. A person must not –

- (a) bring on to the community parcel any object or material of a kind that is likely to cause justified offence to the owner or occupier of any lot or his or her visitors; or
- (b) allow refuse to accumulate on the community parcel so as to cause justified offence to the owner or occupier of any lot or his or her visitors.

### **Garbage**

14. The owner and the occupier of a lot –

- (a) must maintain on the lot a receptacle for garbage properly covered; and
- (b) must comply with all by-laws relating to the disposal of garbage.

### **Disturbances**

15. A person must not engage in conduct that unreasonably disturbs the occupier of a lot or his or her visitors on the lot or the common property.

The terms of this instrument have not been  
checked by the Lands Titles Registration  
Office

By-Laws  
Development No. 145/C002/14/001/  
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39005

#### **PART 4 – THE CORPORATION**

##### **Votes of Members**

16. One vote maybe cast in respect of each Community Lot on any matter arising for decision at a general meeting of the corporation.

#### **PART 5 – GENERAL**

##### **Prevention of Contravention of By-Laws**

- 17 (a) Owners and occupiers of lots must not authorize or suffer or permit it any person to contravene, or fail to comply with, any provision of these by-laws.
- (b) Owners and occupiers of lots must take all reasonable steps to ensure that their visitors do not contravene, or fail to comply with, any provision of these by-laws.

##### **Offences**

18. A person who contravenes, or fails to comply with, any provision of these by-laws is guilty of an offence.

Maximum penalty: \$500.00

## **RESOLUTIONS AFFECTING COMMUNITY CORPORATION 28400 INC**

**DISCLAIMER** - Strata Data will not be held liable for any missing, incomplete or incorrect information provided prior to the commencement of our management: 11/08/2015

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

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

<b>11/08/15</b>	<b><u>Interest Applied on Overdue Levies</u></b>
-----------------	--

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

**Corporations Right to Recover Money**

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

<b>28/09/2015</b>	<b><u>Installation of Foxtel Dishes</u></b>
-------------------	---

That owners be permitted to install Foxtel dishes to the roofs of their respective buildings on condition that they are placed so as not to be viewable from the road. All costs associated with installation and maintenance are to be borne by the owner and any damage to the Common Property is to be rectified at the owner's expense.

<b>12/10/2016</b>	<b><u>Crimsafe Door Screens</u></b>
-------------------	-------------------------------------

That owners be permitted to replace the flywire to the screen doors with Black Crimsafe mesh at owners cost.

**Sinking Fund Analysis**

That the Body Corporate resolves to adopt the "Sinking Fund Forecast" prepared by Independent Inspections as distributed with the agenda of, and discussed at, this meeting. Works proposed and recommended contribution levels are to be reviewed by the Body Corporate at its Annual General Meetings, every year.

<b>11/10/2017</b>	<b><u>Maintenance Requirements</u></b>
-------------------	--

That the Presiding Officer can authorise works / quotes up to the amount of \$1,000.00. If works exceed this amount, the quotes are to be sent to all owners for a majority decision.

**12/10/2021    Related costs for recovery of outstanding money – Unanimous Resolution**

That the Body Corporate seek to recover overdue levies which remain unpaid after a period of four weeks from the due date, having first notified the owner of proposed action. Related costs associated with the recovery of outstanding money shall be levied as a debt against the unit.

**04/10/2023    Sinking Fund Analysis Review**

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

**Recovery of Costs (Unanimous Resolution)**

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

**Amended Motion - Lot 18 Approval for Solar Panels**

That Lot 18 be approved to install panels as per NRG Solar proposal (Annexure A) subject to the following conditions being met and adhered to; that any installation of solar panels be as unobtrusive as possible and restricted to the roof area above the respective unit or garage subject to weight loading, that the installation be carried out by an appropriately licensed and insured trades person, that all work be done to a professional standard, that all costs for the installation and/or removal be borne by the Lot owner, that all ongoing maintenance be borne by the Lot owner, that the installation and all ongoing maintenance be undertaken by way of scissor lift or other mechanical means so that property belonging to someone else is not walked on in the process, that any external conduit be installed to the rear of the property and not on the frontage, that any external conduit be in keeping with the colour scheme of the corporation, and that any damage caused to the Common Property in either the installation or during removal be rectified without undue delay by and at the cost of the Lot owner.

**Amended Motion - Blanket Approval for Solar Panels**

That all owners be approved to install solar panels subject to the following conditions being met and adhered to; that any installation of solar panels be as unobtrusive as possible and restricted to the roof area above the respective unit or garage subject to weight loading, that the installation be carried out by an appropriately licensed and insured trades person, that all work be done to a professional standard, that all costs for the installation and/or removal be borne by the respective unit holder, that all ongoing maintenance be borne by the respective unit holder, that the installation and all ongoing maintenance be undertaken by way of scissor lift or other mechanical means so that property belonging to someone else is not walked on in the process, that any external conduit be installed to the rear of the respective property and not on the frontage, that any external conduit be in keeping with the colour scheme of the corporation, and that any damage caused to the Common Property in either the installation, over the life of or during removal be rectified without undue delay by and at the cost of the respective unit holder.



Level 13, 431 King William Street  
Adelaide SA 5000

## Certificate of Currency

### CHU Community Association Insurance Plan

<b>Policy No</b>	<b>CA0006086580</b>
<b>Policy Wording</b>	CHU COMMUNITY ASSOCIATION INSURANCE PLAN
<b>Period of Insurance</b>	22/06/2024 to 22/06/2025 at 4:00pm
<b>The Insured</b>	COMMUNITY CORPORATION NO. 28400 INC.
<b>Situation</b>	1-9 LEAGUE STREET SEAFORD MEADOWS SA 5169

---

#### Policies Selected

##### **Policy 1 – Community Property**

Community property: \$80,000  
Community income: \$12,000  
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**

Limit of liability: \$250,000

##### **Policy 6 – Machinery Breakdown**

Not Selected

##### **Policy 7 – Catastrophe Insurance**

Not Selected

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

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



**Flood Cover is included.**

**Flood Cover Endorsement**

Flood cover is included.

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

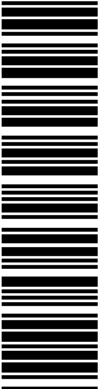
Policy 1, Exclusion 1. a. "caused by Flood" is hereby removed.

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

Date Printed

31/05/2024

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.

PURPOSE:		PRIMARY COMMUNITY	AREA NAME:	SEAFORD MEADOWS	APPROVED: JULIA GADSDON 14/08/2014						
MAP REF:		6527/16/E	COUNCIL:	CITY OF ONKAPARINGA	DEPOSITED: ORAZIO DEANGELIS 14/11/2014		C28400				
LAST PLAN:		D92476	DEVELOPMENT NO: 145/C002/14/001/39005		SHEET 1 OF 2						
AGENT DETAILS:		PENNINO & ASSOCIATES PTY LTD 57 BRIAN STREET SALISBURY SA 5108 PH: 0401556497 FAX:		SURVEYORS CERTIFICATION: I Damiano Pennino , 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 13th day of August 2014 Damiano Pennino Licensed Surveyor				43537_text_01_v05_Version_5			
AGENT CODE:		PENN									
REFERENCE:		PENN									
SUBJECT TITLE DETAILS:											
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE	NUMBER
CT	6129	445		ALLOTMENT(S)	891	D	92476	WILLUNGA			
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 15 / 7 / 2014 THE COMMON PROPERTY IS DESIGNATED (C1) FOR LAND INFORMATION PURPOSES AND DOES NOT PROVIDE A LEGAL IDENTIFIER FOR THE COMMON PROPERTY											

C28400

SHEET 2 OF 2

43537\_pland\_1\_V03\_Version\_5

BEARING DATUM: (1) - (2) 136°57'

DERIVATION: D92476 ADOPTED

TOTAL AREA: 344.1m<sup>2</sup>

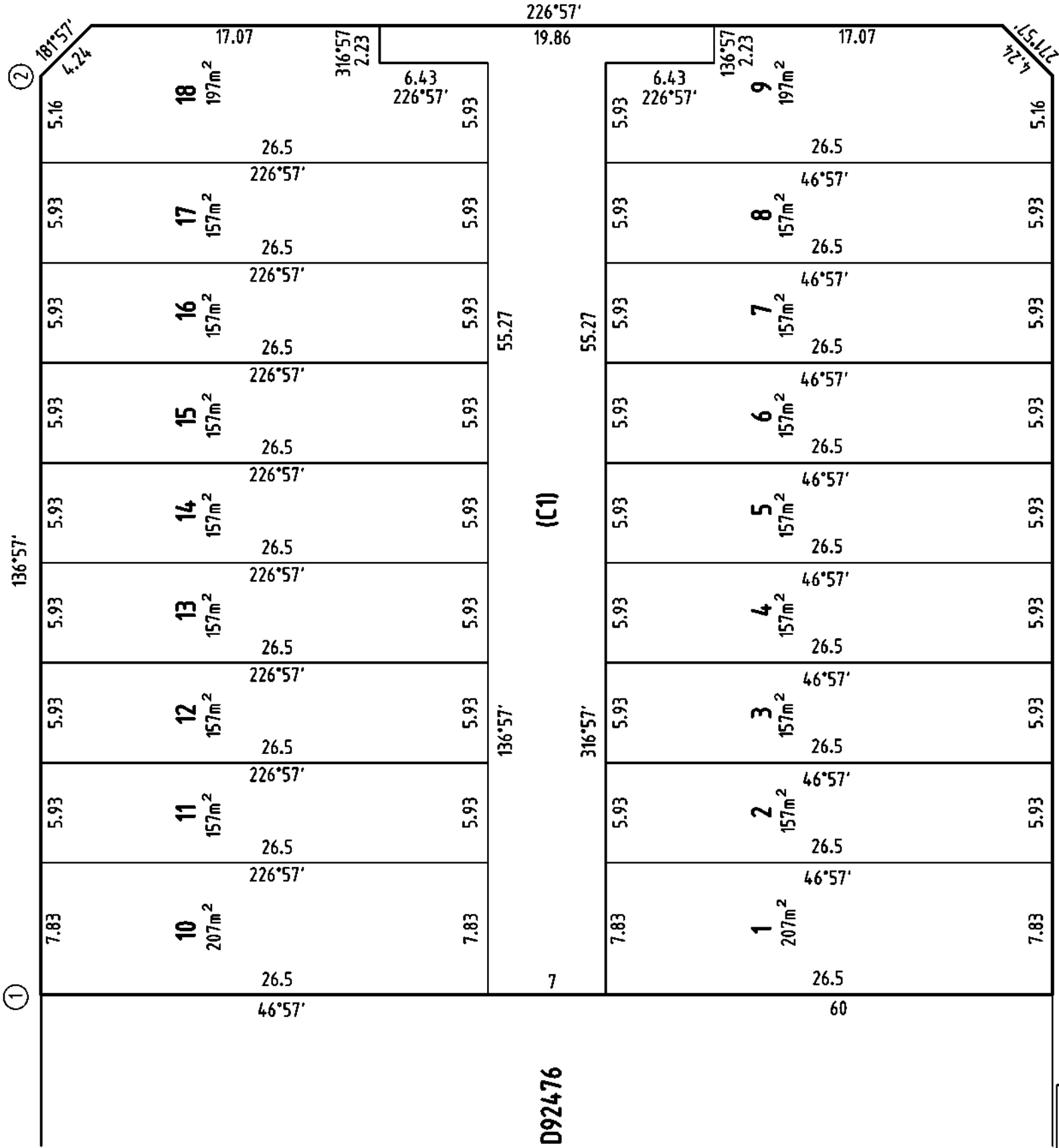
LOCATION PLAN

GLEBE

AVENUE

LEAGUE

STREET



Pennino & Associates Pty. Ltd.

Licensed Surveyors & Development Consultants

ABN 90 357 947 405

www.pennino.com.au

ph: 0401 556 497

e: office@pennino.com.au

m: po box 917 Salisbury sa 5108

our ref: F1000REV B

DP-23.10.13

PROW

DRIVE

SCALE

0

10

20

30

METRES

28400

LOT ENTITLEMENT SHEET

CP

28400

THIS IS SHEET 1 OF 1 SHEETS

APPROVED

DEPOSITED

14/11/2014


PRO REGISTRAR-GENERAL

APPLICATION 12209666

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
1	550	
2	525	
3	525	
4	525	
5	525	
6	525	
7	525	
8	525	
9	550	
10	600	
11	575	
12	575	
13	575	
14	575	
15	575	
16	575	
17	575	
18	600	
AGGREGATE	10,000	

CERTIFICATE OF LAND VALUER

I, ANGELO CAIAZZA 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 24th day of April 2014.

  
ANGELO CAIAZZA AAPI  
Propell National Valuers SA

Orig. LF 12209669



11:32 8-Oct-2014

4 of 4

Fees: \$0.00

Prefix
LF
Series No.
4

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**

15:34 14/10/2014 02-019911  
REGISTRATION FEE \$137.00  
TRANSACTION FEE \$15.00

67  
**BELOW THIS LINE FOR AGENT USE ONLY**

AGENT CODE

Lodged by: PSARROS & ALLEN PSAL

Correction to: PSARROS & ALLEN PSAL

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

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

PICK-UP NO.	
CP	28400

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

ITEM(S)	AGENT CODE

CORRECTION DV45. 20.10.2014	PASSED 
REGISTERED 14-11-2014	
PRO	
REGISTRAR-GENERAL	

**From:** Mark Kwiatkowski [mailto:MarkKwi@onkaparinga.sa.gov.au]  
**Sent:** Wednesday, 12 November 2014 10:49 AM  
**To:** Annette Giannopoulos  
**Subject:** RE: DAC REF: 145/C002/14 PROW DRIVE SEAFORD MEADOWS

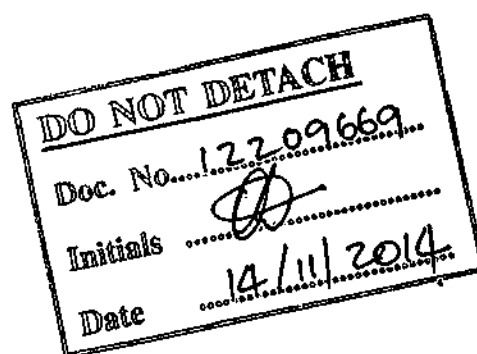
Hi Annette

As discussed, Council is happy with the minor amendments to the Scheme Description as attached.

Regards,

Mark Kwiatkowski  
Senior Development Officer (Planning)

Tel: (08) 8301 7293  
Fax: (08) 8384 0592  
[www.onkaparingacity.com](http://www.onkaparingacity.com)



**COMMUNITY TITLES ACT 1996**

**SCHEME DESCRIPTION**

**COMMUNITY CORPORATION NO. 28400 INC.**

**ADDRESS: Lot 891 Cnr League Street & Prow Drive Seaford  
Meadows 5169**

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



.....

Annette Giannopoulos

Unit 5, 72-78 Carrington Street, Adelaide SA 5000

**COMMUNITY SCHEME DESCRIPTION**  
**COMMUNITY PLAN NO. 28400**

**INDEX**

1. Identification of the community parcel, lots and common property.
2. Purposes for which the lots and common property may be used.
3. Standard of buildings and other improvements.
4. Conditions of development imposed pursuant to the Development Act, 1993.
5. Other Important features of the scheme.
6. Other information required by the regulations.

**Attachment "A"**

**1. Identification of the Community Parcel, Lots and Common Property.**

- 1.1 The community parcel and the lots and common property into which the parcel is to be divided are identified on the plan attached hereto (see attachment A). /
- 1.2 The community plan is a primary plan being the division of an allotment into eighteen (18) community lots and common property.
- 1.3 The community plan comprises a residential land and building development in which the developer will construct eighteen (18) double storey dwellings with associated driveway and landscaping. /

**2. Purposes for which the Lots and Common Property may used.**

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

**3. Standard of Buildings and Other Improvements** ?

- 3.1 The developer will construct the eighteen (18) double storey dwellings, landscaping, ~~car~~ parking and driveway on the community parcel as referred to in Paragraph 1.3 of this Scheme Description in accordance with the Development Approval(s) granted by the City of Onkaparinga. *9.*
- 3.2 The standard of the work to be performed and the materials to be used on the community lots and common property will be a fair average standard or such higher standard as the developer, in its absolute discretion, may determine.
- 3.3 The estimated time for completion of the community lots and the common property is on or before ~~4 July 2014~~. *1/3/2015*

- 3.4 Any additional buildings or improvements, or alterations or additions to existing buildings or improvements, or replacement of existing buildings or improvements, whether on lots or common property, shall be located, designed and constructed in a manner and to a standard consistent with the buildings and improvements undertaken by the developer and referred to in Paragraph 3 of this Scheme Description.

#### **4. Conditions of Development Imposed Pursuant to the Development Act, 1993**

The division of the community parcel and erection of a dwelling on each community lot is subject to conditions imposed by the CITY OF ONKAPARINGA in relation to .:

- 4.1 Development Plan Consent and Land Division Consent contained within the Development Approval attached, and
- 4.2 the Development Plan Consent and the Building Rules Consent contained within the Development Approval referred to in Paragraph 3.1 of this Scheme Description.

A copy of each of the Decision Notification Forms with the conditions set out in full are attached (see Attachment A).

#### **5. Other Important Features of the Scheme**

There shall be no division of a community lot by a secondary plan.

#### **6. Other Information required by the regulations.**

No other information is required by the regulations.

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


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

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

THE CITY OF ONKAPARINGA as the relevant authority endorses the within scheme description.

**THE CITY OF ONKAPARINGA**

Signature of Authorised Officer:

  
.....

Name of Authorised Officer

Steve Tilbrook  
.....  
Team Leader of Planning

Date of Consent

11/6/14  
.....

## ATTACHMENT A

### DECISION NOTIFICATION FORMS

1. Copy of Community Plan
2. Decision Notification Forms

## CITY OF ONKAPARINGA

## DECISION NOTIFICATION FORM

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

DEVELOPMENT  
NUMBER

145/6003/2014

DAC Reference : 145/C002/14

LAND DIVISION

FOR DEVELOPMENT APPLICATION

DATED:

06-Jan-2014

REGISTERED ON:

15-Jan-2014

TO:	Pennino & Associates Pty Ltd PO Box 917 SALISBURY SA 5108
-----	---


LOCATION OF PROPOSED DEVELOPMENT	
PROPERTY DESCRIPTION	Alt 891 DP 92476
PROPERTY ADDRESS	31-43 Prow Drive, SEAFORD MEADOWS SA 5169
CERTIFICATE(S) OF TITLE	CT-6129/445

NATURE OF PROPOSED DEVELOPMENT
Community division (1 into 18)
DAC Reference number: 145/C002/14

In respect of this proposed development you are informed that:

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

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

Date of Decision: 19-Feb-2014	
Signed: 	<input checked="" type="checkbox"/> Council Chief Executive Officer or Delegate
Date: 24/2/15	<input checked="" type="checkbox"/> Sheets Attached

## CITY OF ONKAPARINGA

DEVELOPMENT APPLICATION NUMBER : 145/6003/2014  
APPLICANT : Pennino & Associates Pty Ltd  
LOCATION : 31-43 Prow Drive, SEAFORD MEADOWS SA 5169  
PROPOSED DEVELOPMENT : Community division (1 into 18) DAC Reference number: 145/C002/14  
DECISION : Development Approval  
DATE OF DECISION : 19-Feb-2014

### DEVELOPMENT PLAN CONSENT

#### Conditions of Consent by Council

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).

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

Nil

### LAND DIVISION CONSENT

#### Land Division Conditions

Nil

#### Statement of Development Assessment Commission Requirements

1. The financial requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage services (SA Water 110014975).
2. Payment of \$110296 into the Planning and Development Fund (17 allotments @ \$6488/allotment). Payment may be made by credit card via the internet at [www.edata.sa.gov.au](http://www.edata.sa.gov.au) or by phone (8303 0724), by cheque payable to the Development Assessment Commission marked "Not Negotiable" and sent to GPO Box 1815, Adelaide 5001 or in person, at Level 5, 136 North Terrace, Adelaide.
3. A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the Development Assessment Commission for Land Division Certificate purposes.

#### Note(s)

1. The financial requirements of SA Water shall be met for the provision of water supply and sewerage services.  
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/Customers/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.

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




Mark Kwiatkowski  
AUTHORISED OFFICER

Dated: 21 / 2 / 14

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

# APPROVED - NOT YET DEPOSITED

<b>PURPOSE:</b> PRIMARY COMMUNITY		<b>AREA NAME:</b> SEAFORD MEADOWS		<b>APPROVED:</b> JULIA GADSOON 14/08/2014			
<b>MAP REF:</b> 6527/16/E		<b>COUNCIL:</b> CITY OF ONKAPARINGA		<b>DEPOSITED:</b>		<b>C28400</b>	
<b>LAST PLAN:</b> D92476		<b>DEVELOPMENT NO:</b> 145C00214/00139005		<b>SHEET 1 OF 2</b> 43537_text_01_x04_Version_4			
<b>AGENT DETAILS:</b> PENNINO & ASSOCIATES PTY LTD 57 BRIAN STREET SALISBURY SA 5108 PH: 0401556497 FAX:				<b>SURVEYORS CERTIFICATION:</b> I Damiano Pennino, 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 13th day of August 2014 Damiano Pennino Licensed Surveyor			
<b>AGENT CODE:</b> PENN							
<b>REFERENCE:</b> PENN							
<b>SUBJECT TITLE DETAILS:</b>							
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER HUNDRED / IA / DIVISION
CT	6129	445		ALLOTMENT(S)	891	D	92476 WILLUNGA
<b>OTHER TITLES AFFECTED:</b>							
<b>EASEMENT DETAILS:</b>		<b>LAND BURDENED</b>		<b>FORM</b>		<b>CATEGORY</b>	
<b>STATUS</b>		<b>IDENTIFIER</b>		<b>PURPOSE</b>		<b>IN FAVOUR OF</b>	
						<b>CREATION</b>	
<b>ANNOTATIONS:</b> THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 15/17/2014 THE COMMON PROPERTY IS DESIGNATED (C1) FOR LAND INFORMATION PURPOSES AND DOES NOT PROVIDE A LEGAL IDENTIFIER FOR THE COMMON PROPERTY							

C28400

SHEET 2 OF 2

43537\_pland\_1\_V03\_Version\_4

BEARING DATUM: 10 - (2) 136°57'

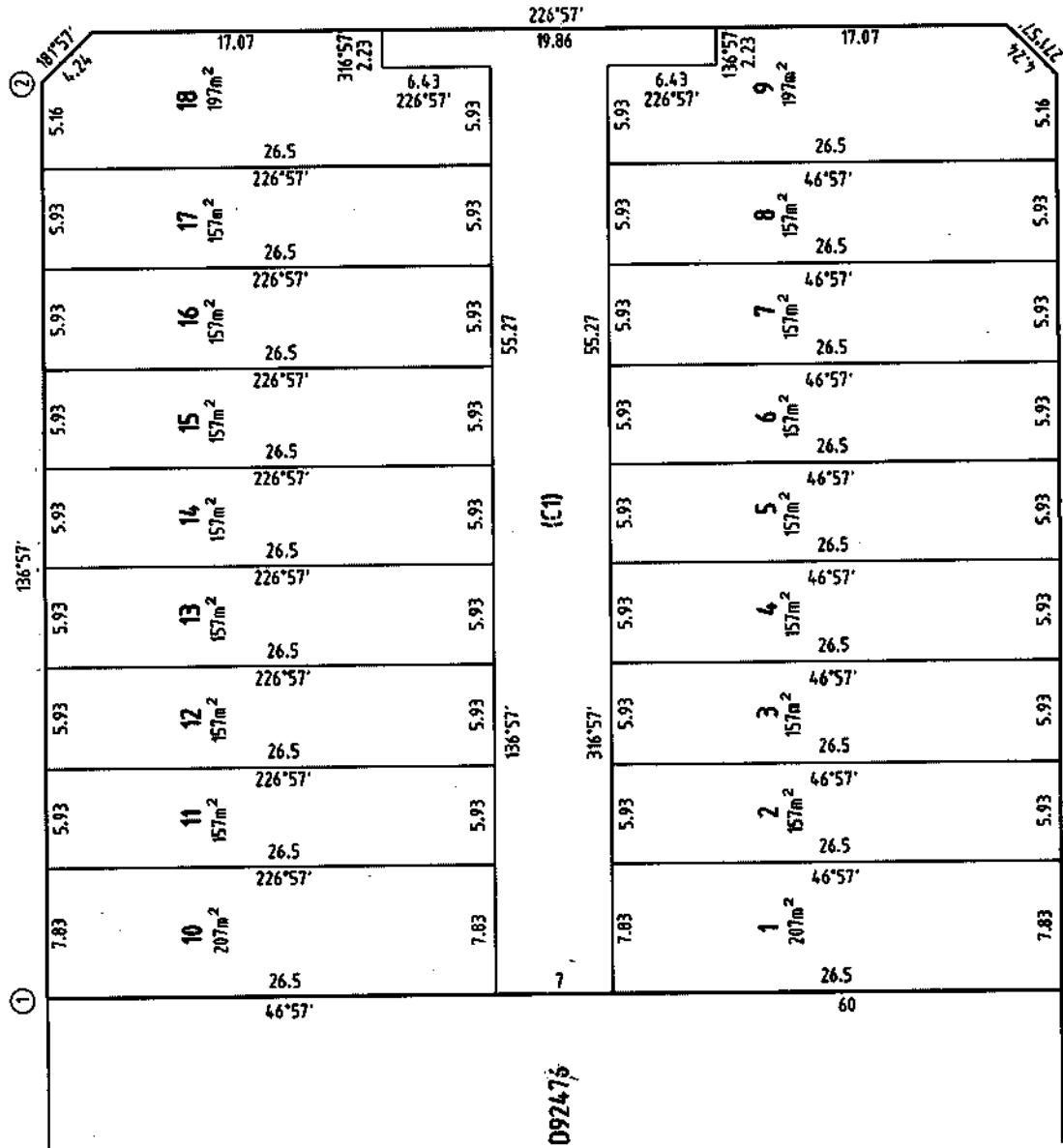
DERIVATION: D92476 ADOPTED

TOTAL AREA: 34.4 km<sup>2</sup>

LOCATION PLAN

AVENUE

GLEBE



DRIVE

PROW





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: 2587257

ECKERMANN FORMS  
POST OFFICE BOX 7340  
HUTT STREET ADELAIDE SA 5000

DATE OF ISSUE

16/07/2024

ENQUIRIES:

Tel: (08) 8226 3750

Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER

10505387

OWNERSHIP NAME

S C DURWARD

PROPERTY DESCRIPTION

3 / 1-9 LEAGUE ST / SEAFORD MEADOWS SA 5169 / LT 3 C28400

ASSESSMENT NUMBER

8613663874

TITLE REF.

(A "+" indicates multiple titles)

CT 6148/591

CAPITAL VALUE

\$465,000.00

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  
\$ 175.20  
\$ 107.90  
\$ 0.00  
\$ 0.00  
\$ 117.30

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

14/10/2024



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

10505387

OWNERSHIP NAME

S C DURWARD

ASSESSMENT NUMBER

8613663874

AMOUNT PAYABLE

\$117.30

AGENT NUMBER

100019480

AGENT NAME

ECKERMANN FORMS

EXPIRY DATE

14/10/2024

+80013083050022> +001571+ <0550758120> <0000011730> +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**

## Certificate of Title

**Title Reference:** CT 6148/591

**Status:** CURRENT

**Parent Title(s):** CT 6129/445

**Dealing(s) Creating Title:** ACT 12209666

**Title Issued:** 25/11/2014

**Edition:** 4

## Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
05/07/2023	10/07/2023	14074380	MORTGAGE	REGISTERED	NATIONAL AUSTRALIA BANK LTD. (ACN: 004 044 937)
05/07/2023	10/07/2023	14074379	DISCHARGE OF MORTGAGE	REGISTERED	13909066
02/11/2022	07/11/2022	13909066	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION (ACN: 007 457 141)
02/11/2022	07/11/2022	13909065	TRANSFER	REGISTERED	SHAUN CONWAY DURWARD
02/11/2022	07/11/2022	13909064	DISCHARGE OF MORTGAGE	REGISTERED	12392002
04/09/2015	30/09/2015	12392002	MORTGAGE	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)
04/09/2015	30/09/2015	12392001	TRANSFER	REGISTERED	GARY FRANK RAYNER
04/09/2015	30/09/2015	12392000	DISCHARGE OF MORTGAGE	REGISTERED	12194374
08/09/2014	23/09/2014	12194374	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION
26/03/2014	15/04/2014	12104769	ENCUMBRANCE	REGISTERED	LANDSA PTY. LTD. (ACN: 079 317 623)
08/03/2011	21/03/2011	11547936	AGREEMENT	REGISTERED	CITY OF ONKAPARINGA

**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: 2587257

**DATE OF ISSUE**

16/07/2024

ECKERMANN FORMS  
POST OFFICE BOX 7340  
HUTT STREET ADELAIDE SA 5000

**ENQUIRIES:**

Tel: (08) 8226 3750

Email: landtax@sa.gov.au

**OWNERSHIP NAME**

S C DURWARD

**FINANCIAL YEAR**

2024-2025

**PROPERTY DESCRIPTION**

3 / 1-9 LEAGUE ST / SEAFORD MEADOWS SA 5169 / LT 3 C28400

**ASSESSMENT NUMBER**

8613663874

**TITLE REF.**

(A "+" indicates multiple titles)

CT 6148/591

**TAXABLE SITE VALUE**

\$190,000.00

**AREA**

0.0157 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****14/10/2024****Government of  
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

## CERTIFICATE OF LAND TAX PAYABLE

**PAYMENT REMITTANCE ADVICE**

**No payment is required on this Certificate**

**Please Note:**

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

Visit: [www.revenuesa.sa.gov.au](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



## South Australian Water Corporation

Name:  
S C DURWARD

Water & Sewer Account  
Acct. No.: 86 13663 87 4

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

Address:  
U3 1-9 LEAGUE ST SEAFORD MEADOWS  
LT 3 C28400

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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:	8613663874



Bill code: 8888  
Ref: 8613663874

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: 8613663874



**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)

Our Ref: 589786  
Account No: 8613663874  
Enquiries: WATER INVESTIGATIONS  
Office Hours: 8:30am to 4:30pm  
Telephone: (08) 7424 1360  
Facsimile: (08) 7003 1360  
Date: 09/07/2015

**SOUTH AUSTRALIAN  
WATER CORPORATION**

SA Water House  
250 Victoria Square  
Adelaide SA 5000

GPO Box 1751  
Adelaide SA 5001

Telephone +61 8 1300 650 950

ABN 69 336 525 019

ACN 164 552 381 PTY LTD  
PO BOX 432  
GLENELG SA 5045

### NOTICE OF ENCUMBRANCE

You are hereby notified that a recycled water notice has been placed on the following property:

3/1-9 LEAGUE ST SEAFORD MEADOWS SA 5169

In accordance with the SA Water Standard Customer Contract SA Water may require you to conduct inspections and audits of your plumbing system on a five-yearly basis or at transfer of ownership.

If you are selling the property, prior to settlement you are required to contact the above telephone number to make arrangements for a recycled water plumbing audit to be performed.

Yours Sincerely



\_\_\_\_\_(signed) For Chief Executive Officer