

# Form 1 - Vendor's statement

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

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## Preliminary

### To the purchaser:

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

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

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

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

### Instructions to the vendor for completing this statement:

☐

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

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

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

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

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

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

**Part A - Parties and land**

1 Purchaser:

Address:

2 ~~Purchaser's registered agent:~~


Address:

3 Vendor:

CHRISTOPHER JAMES BOROWICKI AND NICOLE JANE FLAHERTY

Address:

1/50 SEATON TERRACE, SEATON SA 5023

4 Vendor's registered agent:

MJ ENTERPRISES PTY LTD T/A MAGAIN REAL ESTATE

Address:

74 BRIGHTON ROAD GLENELG EAST SA 5045

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

6 Description of the land: *[Identify the land including any certificate of title reference]*

CERTIFICATE OF TITLE - VOLUME: 6047 FOLIO: 438

1/50 SEATON TERRACE, SEATON SA 5023

DEFINED AS LOT 1 PRIMARY COMMUNITY PLAN 25781  
IN THE AREA NAMED SEATON NORTH HUNDRED OF YATALA

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

To the purchaser:

### Right to cool-off (section 5)

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

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

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

#### 2 - Time for service

The cooling-off notice must be served -

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

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

#### 3 - Form of cooling-off notice

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

#### 4 - Methods of service

The cooling-off notice must be -

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

74 BRIGHTON ROAD GLENELG EAST SA 5045

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

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

josh@magain.com.au

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

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

74 BRIGHTON ROAD GLENELG EAST SA 5045

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

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

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

#### 5 - Effect of service

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

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

**Proceeding with the purchase**

If you wish to proceed with the purchase -

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

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

(section 7(1))

To the purchaser:

\*We, CHRISTOPHER JAMES BOROWICKI AND NICOLE JANE FLAHERTY

of 1/50 SEATON TERRACE, SEATON SA 5023

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

Date:   
Signed:

Date:   
Signed:

Date:   
Signed:

Date:   
Signed:

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

(section 9)



To the purchaser:

I, JOSH MORRISON

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

Exceptions:

Date:   
Signed:

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

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

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

**Note -**

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

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

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

## Table of particulars

### Column 1

### Column 2

### Column 3

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

[If an item is not applicable, ensure that the box for the item is empty or else strike out the item or write "NOT APPLICABLE" or "N/A" in column 1.

Alternatively, the item and any inapplicable heading may be omitted, but not in the case of-

(a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and

(b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and

(c) the heading "6. Repealed Act conditions" and item 6.1; and

(d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2, which must be retained as part of this statement whether applicable or not.]

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

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

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

## 1. General

### 1.1 Mortgage of land

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

**Is this item applicable?**

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

**Are there attachments?**

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

CERTIFICATE OF TITLE VOLUME: 6047 FOLIO: 438

Number of mortgage (if registered):

13083818

Name of mortgagee:

WESTPAC BANKING CORPORATION (ACN: 007 457 141)



YES

YES

**1.2 Easement**

(whether over the land or annexed to the land)

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

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

**Is this item applicable?**

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

**Are there attachments?**

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

PROPERTY INTEREST REPORT (PAGE 12)

Description of land subject to easement:

PORTION OF THE LAND IN CERTIFICATE OF TITLE (VOLUME: 6047 FOLIO: 438)

Nature of easement:

STATUTORY EASEMENT TO SA POWER NETWORKS (INCLUDING THOSE RELATED TO GAS, WATER AND SEWAGE) MAY EXIST

Are you aware of any encroachment on the easement?

NO

If YES, give details:

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

NO

If YES, give details:

**1.3 Restrictive covenant**

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

**Is this item applicable?**

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

**Are there attachments?**

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

Nature of restrictive covenant:

Name of person in whose favour restrictive covenant operates:

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

If NO, give details:

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



NO

YES



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

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

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

*Is this item applicable?*

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

*Are there attachments?*

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

Name of parties:

Period of lease, agreement for lease etc:

From   
to

Amount of rent or licence fee:

\$  per  (period)

Is the lease, agreement for lease etc in writing?

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

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

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



## 5. Development Act 1993 (repealed)

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

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

***Is this item applicable?***

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

***Are there attachments?***

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

COUNCIL SEARCH, DEVELOPMENT APPROVAL: 252/0739/09, 252/0739/09.01, 252/3367/08 AND 252/3367/08.01

Condition(s) of authorisation:

REFER TO ATTACHMENT 'A'



NO

YES

## 6. Repealed Act conditions

- 6.1 Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1966* (repealed)

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

*Is this item applicable?*

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

*Are there attachments?*

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

Nature of condition(s):

☐  
☐  
☐

## 7. Emergency Services Funding Act 1998

- 7.1 section 16 - Notice to pay levy

*Is this item applicable?*

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

*Are there attachments?*

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

CERTIFICATE OF EMERGENCY SERVICES LEVY

Date of notice:

10/06/2024

Amount of levy payable:

\$0.00

☒  
 YES  
 YES

## 19. Land Tax Act 1936

19.1 Notice, order or demand for payment of land tax

*Is this item applicable?*



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

YES

*Are there attachments?*

YES

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

CERTIFICATE OF LAND TAX

Date of notice, order or demand:

10/06/2024

Amount payable (as stated in the notice):

\$0.00

## 20. Local Government Act 1934 (repealed)

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

*Is this item applicable?*



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



*Are there attachments?*



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

Date of notice, order etc:

Name of council by which, or person by whom, notice, order etc is given or made:

Land subject thereto:

Nature of requirements contained in notice, order etc:

Time for carrying out requirements:

Amount payable (if any):

## 21. Local Government Act 1999

000003085553

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

*Is this item applicable?*

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

*Are there attachments?*

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



YES

YES

LOCAL GOVERNMENT RATES SEARCH

Date of notice, order etc:

07 JUNE 2024

Name of council by which, or person by whom, notice, order etc is given or made:

CITY OF CHARLES STURT

Land subject thereto:

1/50 SEATON TERRACE, SEATON SA 5023  
CERTIFICATE OF TITLE - VOLUME: 6047 FOLIO: 438

Nature of requirements contained in notice, order etc:

GENERAL RATES 2023/2024 FINANCIAL YEAR

Time for carrying out requirements:

REFER TO THE LOCAL GOVERNMENT RATES SEARCH

Amount payable (if any):

\$0.00

## 22. Local Nuisance and Litter Control Act 2016

22.1 section 30 - Nuisance or litter abatement notice

~~*Is this item applicable?*~~

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

~~*Are there attachments?*~~

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

~~Date of notice:~~

~~Notice issued by:~~

~~Nature of requirements contained in notice:~~

~~Time for carrying out requirements:~~



## 000003085553

~~Is this item applicable?~~

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□

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If NO, give details about the part of the land to which the restriction applies:



## 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 attachment even if not applicable.]*

**Is this item applicable?**



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

☐ NO

**Are there attachments?**

☐ YES

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

PIR  
COUNCIL SEARCH  
DATA EXTRACT FOR SECTION 7 SEARCH PURPOSES

Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):

ZONES: GENERAL NEIGHBOURHOOD (GN)

SUBZONES: NO

ZONING OVERLAYS: REFER TO DATA EXTRACT FOR SECTION 7 SEARCH PURPOSES

Is there a State heritage place on the land or is the land situated in a State heritage area?

☐ NO

Is the land designated as a local heritage place?

☐ NO

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

☐ NO

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

☐ YES

**Note** - For further information about the Planning and Design Code visit [www.code.plan.sa.gov.au](http://www.code.plan.sa.gov.au).

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

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

**Is this item applicable?**

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

**Are there attachments?**

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

COUNCIL SEARCH AND DATA EXTRACT SECTION 7 SEARCH  
PURPOSES

Date of authorisation:

12 JULY 2022

Name of relevant authority that granted authorisation:

CITY OF CHARLES STURT

Condition(s) of authorisation:

REFER TO COUNCIL SEARCH AND DATA EXTRACT SECTION 7  
SEARCH PURPOSES



NO

YES

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

**Is this item applicable?**

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

**Are there attachments?**

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

Date of notice:

Name of person giving notice of proposed work:

Building work proposed (as stated in the notice):

Other building work as required pursuant to the Act:



29.4 section 140 - Notice requesting access

***Is this item applicable?***

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

***Are there attachments?***

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

Date of notice:

Name of person requesting access:

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

Activity of work to be carried out:

☐



29.5 section 141 - Order to remove or perform work

***Is this item applicable?***

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

***Are there attachments?***

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

Date of order:

Terms of order:

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

Amount payable (if any):

☐



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

***Is this item applicable?***

☐

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

☐

***Are there attachments?***

☐

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

**Date of notice:**

**Requirements of notice:**

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

**Amount payable (if any):**

**29.7** section 155 - Emergency order

***Is this item applicable?***

☐

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

☐

***Are there attachments?***

☐

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

**Date of order:**

**Name of authorised officer who made order:**

**Name of authority that appointed the authorised officer:**

**Nature of order:**

**Amount payable (if any):**

## 29.8 section 157 - Fire safety notice

~~Is this item applicable?~~~~Will this be discharged or satisfied prior to or at settlement?~~~~Are there attachments?~~~~If YES, identify the attachment(s)  
(and, if applicable, the part(s) containing the particulars):~~~~Date of notice:~~~~Name of authority giving notice:~~~~Requirements of notice:~~~~Building work (if any) required to be carried out:~~~~Amount payable (if any):~~

## 29.9 section 192 or 193 - Land management agreement

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

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

***Is this item applicable?***

☐

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

☐

***Are there attachments?***

☐

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

Date requirement given:

Name of body giving requirement:

Nature of requirement:

Contribution payable (if any):

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

***Is this item applicable?***

☐

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

☐

***Are there attachments?***

☐

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

Date of agreement:

Names of parties:

Terms of agreement:

Contribution payable (if any):

## 29.12 Part 16 Division 1 - Proceedings

~~**Is this item applicable?**~~~~**Will this be discharged or satisfied prior to or at settlement?**~~~~**Are there attachments?**~~~~**If YES, identify the attachment(s)  
(and, if applicable, the part(s) containing the particulars):**~~~~**Date of commencement of proceedings:**~~~~**Date of determination or order (if any):**~~~~**Terms of determination or order (if any):**~~☐

## 29.13 section 213 - Enforcement notice

~~**Is this item applicable?**~~~~**Will this be discharged or satisfied prior to or at settlement?**~~~~**Are there attachments?**~~~~**If YES, identify the attachment(s)  
(and, if applicable, the part(s) containing the particulars):**~~~~**Date notice given:**~~~~**Name of designated authority giving notice:**~~~~**Nature of directions contained in notice:**~~~~**Building work (if any) required to be carried out:**~~~~**Amount payable (if any):**~~☐

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

***Is this item applicable?***

☐

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

☐

***Are there attachments?***

☐

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

Date order made:

Name of court that made order:

Action number:

Names of parties:

Terms of order:

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

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

33.1 section 23 - Notice of contribution payable

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

Date of notice:

Terms of notice:

Amount payable:

### 34. Water Industry Act 2012

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

Is this item applicable?

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

Are there attachments?

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

SA WATER CERTIFICATE

Date of notice or order:

11/06/2024

Name or person or body who served notice or order:

SOUTH AUSTRALIAN WATER CORPORATION

Amount payable (if any) as specified in the notice or order:

\$0.00

Nature of other requirement made (if any) as specified in the notice or order:

PAYMENT OF SA WATER RATES AND CHARGES

☒

YES

YES

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



- 1 Name of community corporation: COMMUNITY CORPORATION NO. 25781 INCORPORATED  
Address of community corporation: 50 SEATON TERRACE, SEATON SA 5023
- 2 Application must be made in writing to the community corporation for the particulars and documents referred to in 3 and 4. Application must also be made in writing to the community corporation for the documents referred to in 6 unless those documents are obtained from the Lands Titles Registration Office.
- 3 Particulars supplied by the community corporation or known to the vendor:
- (a) particulars of contributions payable in relation to the lot (including details of arrears of contributions related to the lot):  
SEE ATTACHED SECTION 139 STATEMENT
- (b) particulars of assets and liabilities of the community corporation:  
SEE ATTACHED SECTION 139 STATEMENT
- (c) particulars of expenditure that the community corporation has incurred, or has resolved to incur, and to which the owner of the lot must contribute, or is likely to be required to contribute:  
SEE ATTACHED SECTION 139 STATEMENT
- (d) if the lot is a development lot, particulars of the scheme description relating to the development lot and particulars of the obligations of the owner of the development lot under the development contract:  
SEE ATTACHED COMMUNITY BY-LAWS
- (e) if the lot is a community lot, particulars of the lot entitlement of the lot:  
SEE ATTACHED COMMUNITY PLAN - ENTITLEMENT 2800/10000

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

- 4 Documents supplied by the community corporation that are enclosed:
- (a) a copy of the minutes of the general meetings of the community corporation and management committee  
\*for the 2 years preceding this statement / ~~since the deposit of the community plan;~~  
(\*Strike out or omit whichever is the greater period)  
YES
- (b) a copy of the statement of accounts of the community corporation last prepared;  
YES
- (c) a copy of current policies of insurance taken out by the community corporation.  
YES

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

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

NOT APPLICABLE

- 6 The following documents are enclosed:

- ~~(a) a copy of the scheme description (if any) and the development contract (if any);~~  
 (b) a copy of the by-laws of the community scheme.

☐

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

☐

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

Name: ADCORP PROPERTY GROUP

Address: 231 GREENHILL ROAD, DULWICH SA 5065

#### Note-

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



## Particulars of building indemnity insurance



### Note-

Building indemnity insurance is not required for-

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

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

- 1 Name(s) of person(s) insured:  
JOHN KRAWS
- 2 Name of insurer:  
VERO INSURANCE LTD
- 3 Limitations on the liability of the insurer:  
REFER TO COUNCIL SEARCH
- 4 Name of builder:  
REFER TO COUNCIL SEARCH
- 5 Builder's licence number:  
BLD10238
- 6 Date of issue of insurance:  
21/07/2009
- 7 Description of insured building work:  
FOUR DETACHED DWELLINGS AND CARPORTS WITH ASSOCIATED CARPARKING AND LANDSCAPING

### Exemption from holding insurance:

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

NO

If YES, give details:

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

## Schedule-Division 3-Community lots and strata units



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

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

#### Governance

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

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

#### Use of your property

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

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

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

#### Are you buying a debt?

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

#### Expenses

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

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

#### Guarantee

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

#### Contracts

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

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

#### Buying off the plan

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

#### Mixed use developments—voting rights

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

#### Further information

The Real Estate Institute of South Australia provides an information service for enquiries about real estate transactions, see [www.reisa.com.au](http://www.reisa.com.au).

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

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

You can also seek advice from a legal practitioner.

**ANNEXURES**

~~There are no documents annexed hereto~~ / The following documents are annexed hereto -

Form R3 – Buyers Information Notice  
Copy of certificate(s) of title to the land

- HISTORICAL SEARCH
- CHECK SEARCH
- TITLE AND VALUATION PACKAGE
- PROPERTY INTEREST REPORT
- LOCAL GOVERNMENT INQUIRY CERTIFICATE
- DATA EXTRACT FOR SECTION 7 SEARCH PURPOSES
- DEVELOPMENT APPROVAL: 252/0739/09
- DEVELOPMENT APPROVAL: 252/0739/09.01
- DEVELOPMENT APPROVAL: 252/3367/08
- DEVELOPMENT APPROVAL: 252/3367/08.01
- BUILDING INDEMNITY INSURANCE
- COMMUNITY PLAN
- COMMUNITY BY-LAWS
- COMMUNITY CORPORATION SECTION 139 STATEMENT
- CERTIFICATE OF EMERGENCY SERVICES LEVY
- CERTIFICATE OF LAND TAX
- SA WATER CERTIFICATE
- FORM R7 - WARNING NOTICE

(\*Strike out whichever is not applicable)

**ACKNOWLEDGEMENT OF RECEIPT OF FORM 1 – VENDOR'S STATEMENT**  
(Section 7, *Land and Business (Sale and Conveyancing) Act 1994*)

\*I / We the abovenamed Purchaser(s), hereby acknowledge having received this day the Form 1 with the annexures as set out above.

**Dated this**  **Day of**

Signed:

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

ATTACHMENT A -  
Form 1 - Vendor's statement (Section 7 Land and Business (Sale and Conveyancing) Act 1994)

000003085553

This Attachment page is to be used only if there is insufficient space in the Part, Division, particulars or item.  
Please insert the relevant corresponding Part, Division, particulars or item number and heading.

ITEM	DESCRIPTION:
5. DEVELOPMENT ACT 1993 (REPEALED)	DEVELOPMENT APPROVAL: 252/0739/09 DEVELOPMENT DESCRIPTION: FOUR DETACHED DWELLINGS AND CARPORTS WITH ASSOCIATED CARPARKING AND LANDSCAPING DATE OF DECISION: 21/08/2009
5.1 Section 42 - Condition (that continues to apply) of a development authorisation	DEVELOPMENT APPROVAL: 252/0739/09.01 DEVELOPMENT DESCRIPTION: FOUR DETACHED DWELLINGS AND CARPORTS WITH ASSOCIATED CARPARKING AND LANDSCAPING DATE OF DECISION: 21/08/2009  DEVELOPMENT APPROVAL: 252/3367/08 DEVELOPMENT DESCRIPTION: COMMUNITY TITLE - 252/C359/08 DATE OF DECISION: 25/06/2009  DEVELOPMENT APPROVAL: 252/3367/08.01 DEVELOPMENT DESCRIPTION: COMMUNITY TITLE - 252/C359/08 DATE OF DECISION: 25/06/2009

# Form R3

## Buyers information notice

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

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

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

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

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

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

### Safety

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

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

## Value

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

For more information on these matters visit: [www.cbs.sa.gov.au](http://www.cbs.sa.gov.au)

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

# Form R7

## Warning Notice

---

### Financial and Investment Advice

*Land and Business (Sale and Conveyancing) Act 1994 section 24B*

*Land and Business (Sale and Conveyancing) Regulations 2010 regulation 21*

A land agent or sales representative who provides financial or investment advice to you in connection with the sale or purchase of land or a business is obliged to tell you the following —

**You should assess the suitability of any purchase of the land or business in light of your own needs and circumstances by seeking independent financial and legal advice.**

NOTE: For the purposes of section 24B of the Act, an agent or sales representative who provides financial or investment advice to a person in connection with the sale or purchase of land or a business must

- in the case of oral advice - immediately before giving the advice, give the person warning of the matters set out in this Form orally, prefaced by the words "**I am legally required to give you this warning**"; or
- in the case of written advice - at the same time as giving the advice or as soon as reasonably practicable after giving the advice, give the person this Form, printed or typewritten in not smaller than 12-point type.

REAL PROPERTY ACT, 1886



South Australia

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



## Certificate of Title - Volume 6047 Folio 438

Parent Title(s) CT 5700/441

Creating Dealing(s) ACT 11257885

Title Issued 16/11/2009

Edition 5

Edition Issued

02/04/2019

## Estate Type

FEE SIMPLE

## Registered Proprietor

CHRISTOPHER JAMES BOROWICKI  
NICOLE JANE FLAHERTY  
OF UNIT 1 50 SEATON TERRACE SEATON SA 5023  
AS JOINT TENANTS

## Description of Land

LOT 1 PRIMARY COMMUNITY PLAN 25781  
IN THE AREA NAMED SEATON  
HUNDRED OF YATALA

## Easements

NIL

## Schedule of Dealings

Dealing Number	Description
13083818	MORTGAGE TO WESTPAC BANKING CORPORATION (ACN: 007 457 141)

## Notations

Dealings Affecting Title NIL

Priority Notices NIL

### Notations on Plan

Lodgement Date	Dealing Number	Description	Status
18/09/2009	11257885A	BY-LAWS	FILED

Registrar-General's Notes NIL

Administrative Interests NIL



## Certificate of Title

Title Reference: CT 6047/438  
Status: CURRENT  
Edition: 5

## Dealings

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

## Priority Notices

NIL

## Notations on Plan

Lodgement Date	Completion Date	Dealing Number	Description	Status	Plan
18/09/2009	29/10/2009	11257885A	BY-LAWS	FILED	C25781

## Registrar-General's Notes

No Registrar-General's Notes exist for this title

## Certificate of Title

**Title Reference:** CT 6047/438  
**Status:** CURRENT  
**Parent Title(s):** CT 5700/441  
**Dealing(s) Creating Title:** ACT 11257885  
**Title Issued:** 16/11/2009  
**Edition:** 5

## Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
21/03/2019	02/04/2019	13083818	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION (ACN: 007 457 141)
21/03/2019	02/04/2019	13083817	TRANSFER	REGISTERED	CHRISTOPHER JAMES BOROWICKI, NICOLE JANE FLAHERTY
21/03/2019	02/04/2019	13083816	DISCHARGE OF MORTGAGE	REGISTERED	12114994
11/04/2014	07/05/2014	12114994	MORTGAGE	REGISTERED	AFSH NOMINEES PTY. LTD.
11/04/2014	07/05/2014	12114993	DISCHARGE OF MORTGAGE	REGISTERED	11359015
16/03/2010	25/03/2010	11359015	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION
20/11/2009	01/12/2009	11296153	TRANSFER	REGISTERED	TRINA MICHELLE WILKEY
20/11/2009	01/12/2009	11296152	DISCHARGE OF MORTGAGE	REGISTERED	11132033
05/03/2009	17/03/2009	11132033	MORTGAGE	REGISTERED	NATIONAL AUSTRALIA BANK LTD.

## Certificate of Title

**Title Reference** CT 6047/438  
**Status** CURRENT  
**Easement** NO  
**Owner Number** 18042356  
**Address for Notices** UNIT 1, 50 SEATON TCE SEATON, SA 5023  
**Area** 290m<sup>2</sup> (CALCULATED)

## Estate Type

Fee Simple

## Registered Proprietor

CHRISTOPHER JAMES BOROWICKI  
NICOLE JANE FLAHERTY  
OF UNIT 1 50 SEATON TERRACE SEATON SA 5023  
AS JOINT TENANTS

## Description of Land

LOT 1 PRIMARY COMMUNITY PLAN 25781  
IN THE AREA NAMED SEATON  
HUNDRED OF YATALA

## Last Sale Details

**Dealing Reference** TRANSFER (T) 13083817  
**Dealing Date** 21/03/2019  
**Sale Price** \$422,500  
**Sale Type** FULL VALUE / CONSIDERATION AND WHOLE OF LAND

## Constraints

### Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	13083818	WESTPAC BANKING CORPORATION (ACN: 007 457 141)

### Stoppers

NIL

## Valuation Numbers

Valuation Number	Status	Property Location Address
2518431058	CURRENT	Unit 1, 50 SEATON TERRACE, SEATON, SA 5023

## Notations

## Dealings Affecting Title

NIL

## Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
18/09/2009 15:30	11257885A	BY-LAWS	FILED

## Registrar-General's Notes

NIL

## Administrative Interests

NIL

## Valuation Record

<b>Valuation Number</b>	2518431058
<b>Type</b>	Site & Capital Value
<b>Date of Valuation</b>	01/01/2023
<b>Status</b>	CURRENT
<b>Operative From</b>	01/07/2010
<b>Property Location</b>	Unit 1, 50 SEATON TERRACE, SEATON, SA 5023
<b>Local Government</b>	CHARLES STURT
<b>Owner Names</b>	NICOLE JANE FLAHERTY CHRISTOPHER JAMES BOROWICKI
<b>Owner Number</b>	18042356
<b>Address for Notices</b>	UNIT 1, 50 SEATON TCE SEATON, SA 5023
<b>Zone / Subzone</b>	GN - General Neighbourhood
<b>Water Available</b>	Yes
<b>Sewer Available</b>	Yes
<b>Land Use</b>	1315 - Detached Single Storey Home Unit
<b>Description</b>	5HCP
<b>Local Government Description</b>	Residential

## Parcels

Plan/Parcel	Title Reference(s)
C25781 LOT 1	CT 6047/438

## Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$285,000	\$540,000			
Previous	\$235,000	\$445,000			

## Building Details

Valuation Number	2518431058
Building Style	Mediterranean
Year Built	2011
Building Condition	Very Good
Wall Construction	Rendered
Roof Construction	Galvanised Iron
Equivalent Main Area	120 sqm
Number of Main Rooms	5

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

# Property Interest Report

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

Title Reference	CT 6047/438	Reference No. 2575254
Registered Proprietors	C J*BOROWICKI & ANR	Prepared 07/06/2024 13:32
Address of Property	Unit 1, 50 SEATON TERRACE, SEATON, SA 5023	
Local Govt. Authority	CITY OF CHARLES STURT	
Local Govt. Address	PO BOX 1 WOODVILLE SA 5011	

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

## Table of Particulars

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

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

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

### 1. General

- |     |  |  |
|-----|--|--|
| 1.1 | Mortgage of land<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>  | Refer to the Certificate of Title  |
| 1.2 | Easement<br>(whether over the land or annexed to the land)<br><br>Note--"Easement" includes rights of way and party wall rights<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>   | Refer to the Certificate of Title  |
| 1.3 | Restrictive covenant<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>  | Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance |
| 1.4 | Lease, agreement for lease, tenancy agreement or licence<br>(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title<br><br>also<br><br>Contact the vendor for these details    |
| 1.5 | Caveat   | Refer to the Certificate of Title  |
| 1.6 | Lien or notice of a lien   | Refer to the Certificate of Title  |

### 2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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



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

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

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

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

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

Act

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

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

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

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

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

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|------|--|---|
| 22.1 | section 30 - Nuisance or litter abatement notice | Contact the Local Government Authority for other details that might apply |
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## **23. *Metropolitan Adelaide Road Widening Plan Act 1972***

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

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

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

24.9	Proclamation with respect to a private mine	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title
<b>25. <i>Native Vegetation Act 1991</i></b>		
25.1	Part 4 Division 1 - Heritage agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.2	section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.3	section 25D - Management agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.4	Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation	DEW Native Vegetation has no record of any refusal or condition affecting this title
<b>26. <i>Natural Resources Management Act 2004 (repealed)</i></b>		
26.1	section 97 - Notice to pay levy in respect of costs of regional NRM board	The regional landscape board has no record of any notice affecting this title
26.2	section 123 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
26.3	section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
26.4	section 135 - Condition (that remains in force) of a permit	The regional landscape board has no record of any notice affecting this title
26.5	section 181 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
26.6	section 183 - Notice to prepare an action plan for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
26.7	section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
26.8	section 187 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
26.9	section 193 - Protection order to secure compliance with specified provisions of the Act	The regional landscape board has no record of any order affecting this title
26.10	section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any order affecting this title
26.11	section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any authorisation affecting this title
<b>27. <i>Outback Communities (Administration and Management) Act 2009</i></b>		
27.1	section 21 - Notice of levy or contribution payable	Outback Communities Authority has no record affecting this title

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

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

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

- 29.1 Part 5 - Planning and Design Code  
*[ Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also
- Code Amendment**
- 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**
- 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 notice may require access
- Contact the vendor for these details
- 29.4 section 140 - Notice requesting access
- Contact the vendor for these details
- 29.5 section 141 - Order to remove or perform work
- State Planning Commission in the Department for 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

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  also  Contact the Local Government Authority for other details that might apply
29.7	section 155 - Emergency order	State Planning Commission in the Department for 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
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  also  Contact the Local Government Authority for other details that might apply
29.9	section 192 or 193 - Land management agreement	Refer to the Certificate of Title
29.10	section 198(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for 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
29.11	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  also  Contact the Local Government Authority for other details that might apply
29.12	Part 16 Division 1 - Proceedings	Contact the Local Government Authority for details relevant to this item  also  Contact the vendor for other details that might apply
29.13	section 213 - Enforcement notice	State Planning Commission in the Department for 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
29.14	section 214(6), 214(10) or 222 - Enforcement order	Contact the Local Government Authority for details relevant to this item  also  State Planning Commission in the Department for 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
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### **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

31.3	<i>Public and Environmental Health (Waste Control) Regulations 2010</i> (revoked) regulation 19 - Maintenance order (that has not been complied with)	Contact the Local Government Authority for other details that might apply  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

## Other Particulars

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

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

## Additional Information

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

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



## Notices

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

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

#### Building restrictions

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

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

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

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

#### Statutory easements

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

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

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

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

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

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

#### ***Land Tax Act 1936 and Regulations thereunder***

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

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

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

Information should be obtained from:

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

#### ***Landscape South Australia 2019***

Water Resources Management - Taking of underground water

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

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

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

72 Woodville Road, Woodville, South Australia 5011  
PO Box 1, Woodville SA 5011  
T: 08 8408 1111 F: 08 8408 1122 [charlessturt.sa.gov.au](http://charlessturt.sa.gov.au)



## Local Government Search (Form 1)

Certificate Number:	CERT1889/24
Date:	07 June 2024



Billor Code: 10330  
Ref No: 1659291

Searchlight Technology  
PO Box 232  
RUNDLE MALL SA 5000

Property No: 165929  
Assessment No: 2518431058

Owner: Mr C J Borowicki & Miss N J Flaherty  
Property: 1/50 Seaton Terrace SEATON SA 5023

Lot/Section/Title Reference: Lot 1 CP 25781 Vol 6047 Fol 438

Ward: Grange

***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 as at the date of this certificate:***

Rates for Financial Year 01/07/23 to 30/06/24	\$1,204.00
Levies for Financial Year 01/07/23 to 30/06/24	
Regional Landscape Levy	\$39.65
Payments/Adjustments for Current Financial Year	(\$1,243.65)
Amount Due & Payable	\$0.00

**Please note:** City of Charles Sturt uses a **differential rating system** with a minimum amount. This is where a different rate in the dollar is used to determine the rates levied based on whether the land is used for residential, commercial, industrial, primary production, vacant or other purposes. Should the land use change within the financial year there may be an adjustment to the differential rate charged for the future financial year and rates levied.

Outstanding rates balance is correct as at the above date. If you are seeking updated rating information more than 30 days from the above date or in a new financial year, a new Section 187 request is required to be lodged.

Chief Executive Officer

Per Authorised Officer:

**Property No:** 165929  
**Property Address:** 1/50 Seaton Terrace SEATON SA 5023

Prescribed enquiries under section 7 of the Land and Business (Sale and Conveyancing) Act and Regulations.

Prescribed Encumbrances	Other Particulars Required
<b><i>Development Act 1993 (Repealed)</i></b>	
Part 3 – Development Plan	
Title or other brief description of zone or policy area in which the land is situated (as shown in the Development Plan):	
<b>For updated zoning information, refer to the PlanSA Section 7 Report below.</b>	
Is the land situated in a designated State Heritage area?	<b>No</b>
Is the land designated as a place of Local Heritage value?	<b>No</b>
<b><i>Development Act 1993 (Repealed)</i></b>	
Section 42 – Condition (that continues to apply) of a development authorisation	<b>Yes</b>

**Application No. 252/0739/09**

**Description** Four detached dwellings and carports with associated carparking and landscaping

**Decision:** #APPROVED

**Issue Date** 21/08/2009

**1. Develop in accordance with the approved plans**

That the proposal shall be developed in accordance with the details and approved plans stamped by Council except where varied by the conditions herein and shall be completed prior to occupation of the proposed development.

**Reason:** To ensure the development proceeds in an orderly manner.

**2. Landscaping per Plans**

The proposed landscaping shall be established on the site in accordance with the approved plan prior to the occupation of the site and it shall be maintained and nurtured at all times, with any diseased or dying plants replaced.

**Reason:** To preserve and enhance the amenity of the locality and to ensure that the proposal is established in accordance with the approved plans.

### 3. **Stormwater Management Plan Condition**

All stormwater runoff shall be directed away from neighbouring properties and shall be managed in accordance with the Stormwater Management Plan prepared by Ginos Engineers Pty Ltd dated Feb 09 and quoted with Job Reference Number 21219.

**Reason:** To ensure stormwater is disposed of in a controlled manner.

**Application No. 252/0739/09.01**

**Description Four detached dwellings and carports with associated carparking and landscaping**

**Decision: #APPROVED**

**Issue Date 21/08/2009**

**Private Certifiers Conditions (For Notes, please refer to the Private Certifiers Decision Notification)**

1. The footing design engineer shall inspect and confirm that the footings have been trenched to a suitable foundation prior to the placement of the concrete.  
BCA-P2.1

**Application No. 252/3367/08**

**Description Community Title - 252/C359/08**

**Decision: #APPROVED**

**Issue Date 25/06/2009**

1. **Develop in accordance with the approved plans**

That the proposal shall be developed in accordance with the details and approved plans stamped by Council except where varied by the conditions herein and shall be completed prior to occupation of the proposed development.

**Reason:** To ensure the development proceeds in an orderly manner.

**Application No. 252/3367/08.01**

**Description Community Title - 252/C359/08**

**Decision: #APPROVED**

**Issue Date 25/06/2009**


**Conditions required by the Development Assessment Commission:**

1. The financial, easement and internal drain requirements for water and sewerage services of the SA Water Corporation, if any, being met.


2. Payment of \$13479 into the Planning and Development fund (3 allotments @ \$4493 per allotment). Cheques to be made payable and marked "Not Negotiable" to the Development Assessment Commission and payment made at Level 5, 136 North Terrace, Adelaide, or sent to GPO Box 1815, Adelaide, 5001, or via the internet at [www.planning.sa.gov.au](http://www.planning.sa.gov.au)
3. Two copies of a certified survey plan being lodged with the Development Assessment Commission for Certificate purposes.

Building Indemnity Insurance - Yes					
Cert No	Name of Person Insured	Insurer	Building Description	Issue Date	Builder
RCW770919 61	John Kraws	Vero Insurance Ltd	Four detached dwellings and carports with associated carparking and landscaping	21/07/2009	BLD10238
RCW770919 37	John Kraws	Vero Insurance Ltd	Four detached dwellings and carports with associated carparking and landscaping	21/07/2009	BLD10238
RCW770918 82	John Kraws	Vero Insurance Ltd	Four detached dwellings and carports with associated carparking and landscaping	21/07/2009	BLD10238
RCW770920 19	John Kraws	Vero Insurance Ltd	Four detached dwellings and carports with associated carparking and landscaping	21/07/2009	BLD10238
Further information held by Councils Does the Council hold details of any development approvals relating to – (a) Commercial or industrial activity at the land; or (b) A change in the use of the land or part of the land – within the meaning of the Development Act 1993 (Repealed)?				No	
Repealed Act conditions					
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)				No	

<b><i>Planning, Development and Infrastructure Act 2016</i></b>	
Part 5 – Planning and Design Code	Refer to the PlanSA Data Extract for Section 7 Search purposes below.
Section 127 – Condition (that continues to apply) of a development authorisation  Copies of Decision Notification Forms can be downloaded from the PlanSA website – <a href="#">Development application register</a>   <a href="#">PlanSA</a>	Refer to the PlanSA Data Extract for Section 7 Search purposes below.
<b><i>Development Act 1993 (Repealed)</i></b>	
Section 50(1) – Requirement to vest land in a council or the Crown to be held as open space	<b>No</b>
Section 50(2) – Agreement to vest land in a council or Crown to be held as open space	<b>No</b>
Section 55 – Order to remove or perform work	<b>No</b>
Section 56 – Notice to complete development	<b>No</b>
Section 57 – Land management agreement	<b>No</b>
Section 69 – Emergency order	<b>No</b>
Section 71 – Fire safety notice	<b>No</b>
Section 84 – Enforcement notice	<b>No</b>
Section 85(6), 85(10) – Enforcement order	<b>No</b>
Section 106 – Enforcement order	<b>No</b>

Part 11 Division 2 – Proceedings	No
<b><i>Planning, Development and Infrastructure Act 2016</i></b>	
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 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) – Applications to Court	No
Section 222 – Enforcement order to rectify breach	No
Confirmed – Planning and Development: 	
<b><i>Fire and Emergency Services Act 2005</i></b>	
Section 105F (or Section 56 or 83 (repealed)) – Notice of action required concerning flammable materials on land	No



<b>Local Nuisance and Litter Control Act 2016</b>	
Section 30 – Nuisance or litter abatement notice	<b>No</b>
<b>Local Government Act 1934 and/or Local Government Act 1999</b>	
Notice, order, declaration, charge, claim or demand given or made under the Act	<b>No</b>
Confirmed – Community Safety: 	
<b>Food Act 2001</b>	
Section 44 – Improvement notice	<b>No</b>
Section 46 – Prohibition order	<b>No</b>
<b>Public and Environmental Health Act 1987 (repealed)</b>	
Part 3 – Notice	<b>No</b>
<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)</i> Part 2 – Condition (that continues to apply) of an approval	<b>No</b>
<i>Public and Environmental Health (Waste Control) Regulations 2010 (revoked)</i> Regulation 19 – Maintenance order (that has not been complied with)	<b>No</b>
<b>South Australian Public Health Act 2011</b>	
Section 66 – Direction or requirement to avert spread of disease	<b>No</b>
Section 92 – Notice	<b>No</b>
South Australian Public Health (Wastewater) Regulations 2013 Part 4 – Condition (that continues to apply) of an approval	<b>No</b>

Confirmed – Environmental Health:

**Local Government Act 1934 (repealed) and/or Local Government Act 1999**

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

**No**

Confirmed – Engineering:

**Water Industry Act 2012**

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

**No**

Confirmed – Water Business Unit:

**Land Acquisitions Act 1969**

Section 10 Notice of intention to acquire

**No**

Confirmed – Property Services:



The information herein is provided pursuant to Council's obligations under Section 7 of the Land and Business (Sales and Conveyancing) Act and Regulations. Only information, which is required to be provided, has been given and that information should not be taken as a representation as to whether or not any charges or encumbrances affect the Subject Land.

## **NOTICES**

Aluminium Composite Panel Cladding (ACP) is defined as flat or profiled aluminium sheet material in composite with any type of material. ACP is an external building cladding material which can create a fire risk if used or installed incorrectly.

Both Vendors and Purchasers should take reasonable steps to determine if ACP has been identified on any buildings on the land, and also the status of any required remediation works related to the presence of ACP on such building.

## **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.

Council takes this opportunity to inform you that pursuant to the Planning Development and Infrastructure Act 2016 (Section 65, Clause 2 of Schedule 6 and Clause 9 (7) of Schedule 8), the Council's Development Plan will be repealed in full and replaced with the Planning and Design Code (Code) at a time on or before 1 July 2020. For further information regarding this change, including the opportunity for comment in relation to the content of the Code, please refer to the SA Planning Portal at <https://www.saplanningportal.sa.gov.au>.

### **Additional Information**

This information is provided as additional information, it is not information that Council is statutorily obliged to provide.

Parts of the City are subject to flooding. This situation may be subject to change over time. Flood plain mapping data is available on Council's website.

## Data Extract for Section 7 search purposes

Valuation ID 2518431058

**Data Extract Date:** 12/06/2024

**Parcel ID:** C25781 F1

**Certificate Title:** CT6047/438

**Property Address:** UNIT 1 50 SEATON TCE SEATON SA 5023

### Zones

General Neighbourhood (GN)

### Subzones

No

### Zoning overlays

#### Overlays

#### **Airport Building Heights (Regulated) (All structures over 110 metres)**

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

#### **Building Near Airfields**

The Building Near Airfields Overlay seeks to ensure development does not pose a hazard to the operational and safety requirements of commercial and military airfields.

#### **Hazards (Flooding - General)**

The Hazards (Flooding - General) Overlay seeks to minimise impacts of general flood risk through appropriate siting and design of development.

#### **Prescribed Wells Area**

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

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

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

#### **Stormwater Management**

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

#### **Traffic Generating Development**

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

### **Urban Tree Canopy**

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

### **Is the land situated in a State Heritage Place/Area**

No

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

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

### **Is the land designated as a Local Heritage Place**

No

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

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

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

No

Under the Planning, Development and Infrastructure Act 2016 (the Act), a tree may be declared as a significant tree in the Code, or it may be declared as a significant or regulated tree by the Planning, Development and Infrastructure (General) Regulations 2017. Under the Act, protections exist for trees declared to be significant and/or regulated trees. Further information regarding protected trees can be found on the PlanSA website:

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

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

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

### **Associated Development Authorisation Information**

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

## Application ID: 22013426

Development Description: Construct a verandah at the rear of an existing dwelling

Site Address: UNIT 1 50 SEATON TCE SEATON SA 5023

**Development Authorisation:** Building Consent

**Date of authorisation:** 12 July 2022

**Name of relevant authority that granted authorisation:** City of Charles Sturt

### Condition 1

The development shall be undertaken in accordance with the stamped details and approved plans except where varied by the conditions herein, shall be completed prior to occupation of the proposed development and at all times thereafter shall be maintained to the satisfaction of the Council.

### Condition 2

The stormwater shall be taken to the street via a pipe or similar purposely built drainage system to a front boundary stormwater sump within the subject land. The connection and stormwater system from the sump to the street water table must be constructed in accordance with Council requirements (permit required to run storm-water pipe over Council verge) and Council's drainage system, and the position and manner of discharge of a stormwater drain must not: a. Result in the entry of water into a building; orb. affect the stability of a building; orc. create any unhealthy or dangerous condition on the site or within the building; ord. must not flow or discharge onto land of an adjoining owner; and e. must not flow across footpaths or public ways.

### Condition 3

The roof sheeting as specified in the drawings approved herein shall be supported and fixed strictly in accordance with manufacturer's recommendations.

### Condition 4

The structure approved herein shall be constructed strictly in accordance with the engineer's/manufacturer's design and specifications.

## Associated Building Indemnity Insurance

**Building Work:** Construct a verandah at the rear of an existing dwelling

Not Applicable

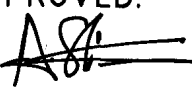

**Development Authorisation:** Development Approval: Planning Consent and Building Consent

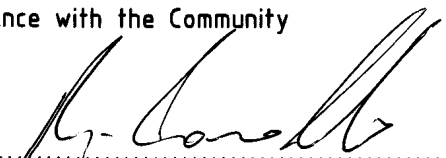
**Date of authorisation:** 12 July 2022

**Name of relevant authority that granted authorisation:** City of Charles Sturt

Land Management Agreement (LMA)

No

PURPOSE: PRIMARY COMMUNITY	AREA NAME: SEATON	APPROVED:  JVO 8/10/2009	C 25781 SHEET 1 OF 3
MAP REF: 6628-40-R	COUNCIL: CITY OF CHARLES STURT	DEPOSITED/FILED:  29.10.09	
LAST PLAN: FX 53164	DEVELOPMENT NO: 252/C359/08/001/22036	V02	

AGENT DETAILS: STATE SURVEYS PTY LTD 465b South Road, Keswick SA 5035 Phone (08) 8293 2939 Facsimile (08) 8293 2949 info@statesurveys.com.au	SURVEYORS CERTIFICATION:	I ROCCO CAVALLLO..... a licensed surveyor under the Survey Act 1992, certify that - 1) <del>I am uncertain about the location of that part of the service infrastructure shown between the points marked &gt; and &lt; on the plan, and</del> 2) this community plan has been correctly prepared in accordance with the Community Titles Act 1996 to a scale prescribed by regulation  Dated the 3RD day of JULY 2009  Licensed Surveyor
AGENT CODE: SSU9		
REFERENCE: 08742		

SUBJECT TITLE DETAILS:									
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER HUNDRED/IA/DIVISION	TOWN	REFERENCE NUMBER
CT	5700	441		ALLOTMENT(S)	62	D	2488 YATALA		

EASEMENT DETAILS:							
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION

ANNOTATIONS:

THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 3/07/2009



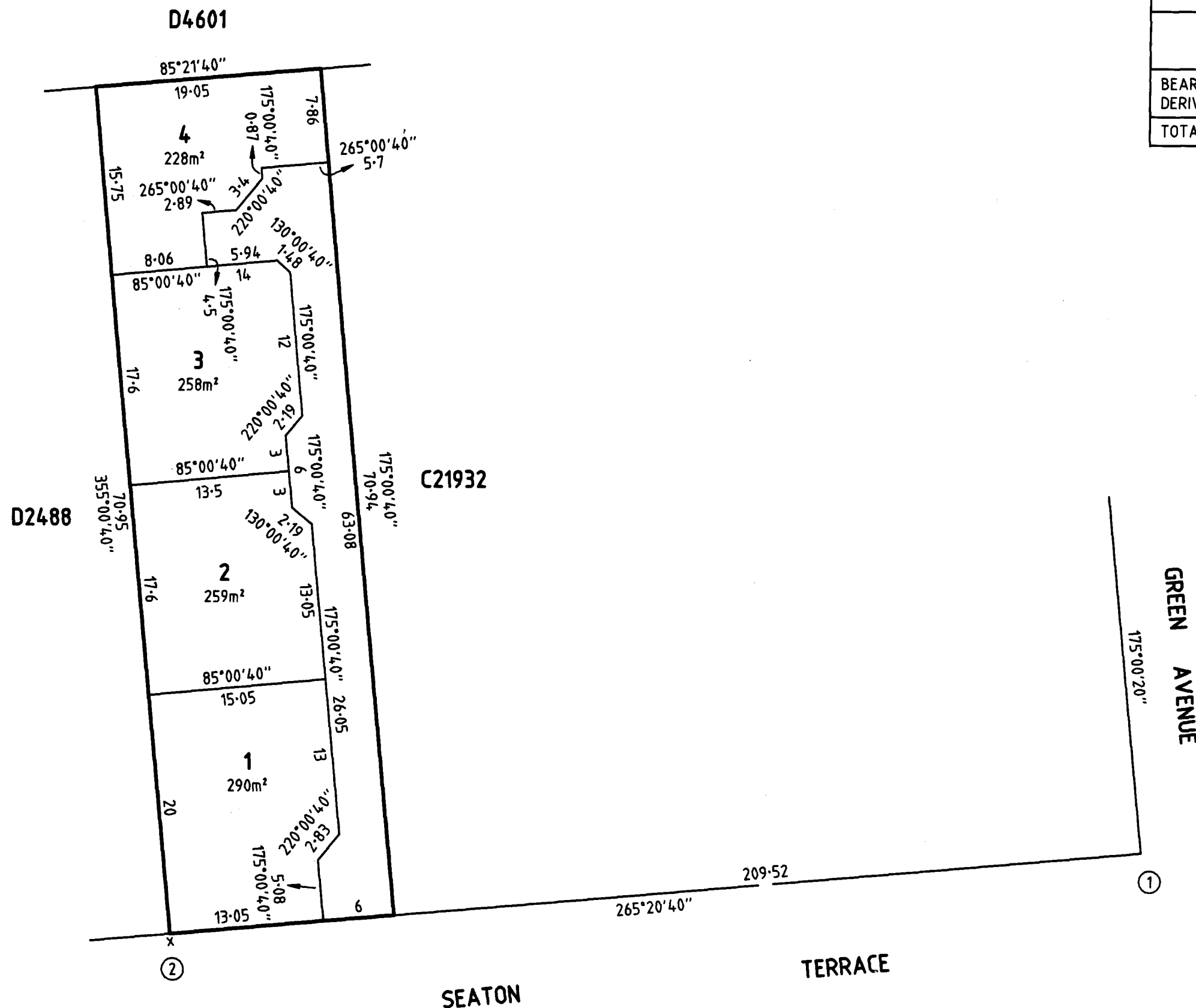
# C 25781

SHEET 2 OF 3

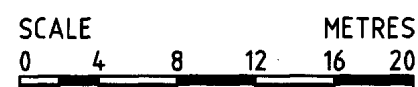
V02

BEARING DATUM: ①-② 265°20'40"  
DERIVATION: ADOPTED FROM FX 53164

TOTAL AREA: 1351m<sup>2</sup>



## LOCATION PLAN



STATE SURVEYS PTY LTD  
465 South Road, Keswick SA 5035  
Phone 8293 2939 Fax 8293 2949  
info@statesurveys.com.au

REFERENCE: 08742

VERSION: 21/7/2009 DRAWN: ADL

# LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

**C 25781**

THIS IS SHEET **3** OF SHEETS

APPROVED



DEPOSITED

29 / 10 / 2009



PRO REGISTRAR-GENERAL

APPLICATION **11257885**

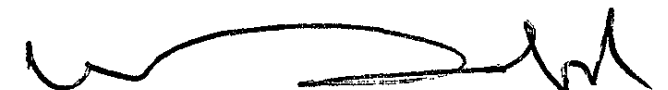
## SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENT	SUBDIVIDED
1	2800	
2	2382	
3	2382	
4	2436	
AGGREGATE	10000	

## CERTIFICATE OF LAND VALUER

I, **KOFI ADIH OF 507 SOUTH ROAD ASHFORD 5035** 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 ...22<sup>nd</sup> .... Day of ...OCTOBER 2009.....



Signature of Land Valuer

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

Date of Statement: **13 June 2024**

**OWNED BY**      **Nicole Jane Flaherty & Christopher James Borowicki**

**Unit** in respect of which the Statement is issued: **Unit 1 in Community Plan 25781 at 50 Seaton Terrace, SEATON SA 5023**

Person requesting certificate:

**Name:**            **SEARCHLIGHT TECHNOLOGY**

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

**The Community Corporation certifies following with respect to Unit being subject of this Statement:**

**Unit Entitlement:**            **1**

**Total Unit Entitlement:**    **4**

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

Total amount last determined with respect to the lot

<b>Amount</b>	<b>Period</b>
\$1,875.00	01 Jun 2024 to 31 May 2025

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

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

<b>Amount</b>	<b>Period</b>	<b>Date due</b>
\$468.75	01 Jun 2024 to 31 Aug 2024	01 Jun 2024
\$468.75	01 Sep 2024 to 30 Nov 2024	01 Sep 2024
\$468.75	01 Dec 2024 to 28 Feb 2025	01 Dec 2024
\$468.75	01 Mar 2025 to 31 May 2025	01 Mar 2025

Amount owing \$0.00

Interest due on unpaid levies \$0.00

Amount in credit for prepaid levies \$0.00

**NB: Interest Accrues at 15% per annum**

**Water charges to be paid by Corporation/Owner**

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

Total amount last determined with respect to the lot

<b>Amount</b>	<b>Period</b>
\$200.00	01 Jun 2024 to 31 May 2025

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

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

<b>Amount</b>	<b>Period</b>	<b>Date due</b>
\$50.00	01 Jun 2024 to 31 Aug 2024	01 Jun 2024
\$50.00	01 Sep 2024 to 30 Nov 2024	01 Sep 2024
\$50.00	01 Dec 2024 to 28 Feb 2025	01 Dec 2024
\$50.00	01 Mar 2025 to 31 May 2025	01 Mar 2025

Amount owing \$0.00

Interest due on unpaid levies \$0.00

Amount in credit for prepaid levies \$0.00

**NB: Please ensure you contact Adcorp for an update of outstanding levies prior to settlement.**

## **3. Special contributions**

None

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

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

#### 5. Particulars of any Expenditure

(a) Incurred by the Corporation

**REFER MINUTES OF MEETINGS ATTACHED for 2023 & 2024**

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

**REFER MINUTES OF MEETINGS ATTACHED for 2023 & 2024**

#### 6. Insurance policies

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

Policy No.	ST502727	CHU Underwriting Agencies Pty Ltd	Type:	Common Property
Premium:	\$1,837.05	Paid on:	04/04/2024	Policy start date: 20/05/2024    Next due: 20/05/2025
<i>Cover</i>		<i>Sum insured</i>		<i>Excess</i>
Common Property		\$150,000.00		\$500.00
Public Liability		\$20,000,000.00		\$500.00
Fidelity Guarantee		\$100,000.00		\$500.00
Voluntary Workers		\$200,000/2,000		\$500.00
Flood Cover		Included		\$500.00

#### 7. Documents Supplied

- (i) Minutes of general meetings of corporation and meetings of management committee for last two years
- (ii) Statement of Accounts of the corporation last prepared by the corporation
- (iii) The By-Laws, Scheme Description and Development Contracts
- (iv) The current policies of insurance taken out by the corporation

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

#### **NOTE: Please refer to the Corporation's Resolutions & Disclaimer**

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

This Statement was prepared on behalf of Community Corporation 25781 Inc by



.....  
Andrea Pearsons - Strata Manager  
Adcorp Property Group  
231 Greenhill Road  
Dulwich SA 5065

## Owner Ledger

Start Date: 01/06/2022  
End Date: 30/06/2026  
Owners: One only

**Adcorp Property Group Pty Ltd**  
ABN: 35099140505  
231 Greenhill Road  
Dulwich SA 5065  
P: 08 8361 3333  
F: 08 8139 2300  
E: strata.accounts@adcorpgroup.com.au

Community Corporation 25781 Inc

50 Seaton Terrace, SEATON SA 5023

Lot 1 Unit 1 N J Flaherty & C J Borowicki

UE / AE: 1.00 / 4.00

### Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Sinking Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			<b>Balance brought forward</b>	<b>0.00</b>		<b>0.00</b>						
1	01/06/2022	Quarterly	Quarterly Admin/Sinking Levy - 1/06/2022 - 31/08/2022	318.75	318.75	50.00	50.00	0.00	0.00%	Standard	Normal	None
2	01/09/2022	Quarterly	Quarterly Admin/Sinking Levy - 1/09/2022 - 30/11/2022	318.75	318.75	50.00	50.00	0.00	0.00%	Standard	Normal	None
3	01/12/2022	Quarterly	Quarterly Admin/Sinking Levy - 1/12/2022 - 28/02/2023	318.75	318.75	50.00	50.00	0.00	0.00%	Standard	Normal	None
4	01/03/2023	Quarterly	Quarterly Admin/Sinking Levy - 1/03/2023 - 31/05/2023	318.75	318.75	50.00	50.00	0.00	0.00%	Standard	Normal	None
5	01/06/2023	Quarterly	Quarterly Admin/Sinking Levy 01/06/2023 - 31/08/2023	337.50	337.50	50.00	50.00	0.00	0.00%	Standard	Normal	None
6	01/09/2023	Quarterly	Quarterly Admin/Sinking Levy 01/09/2023 - 30/11/2023	337.50	337.50	50.00	50.00	0.00	0.00%	Standard	Normal	None
7	01/12/2023	Quarterly	Quarterly Admin/Sinking Levy 01/12/2023 - 29/02/2024	337.50	337.50	50.00	50.00	0.00	0.00%	Standard	Normal	None
8	01/03/2024	Quarterly	Quarterly Admin/Sinking Levy 01/03/2024 - 31/05/2024	337.50	337.50	50.00	50.00	0.00	0.00%	Standard	Normal	None
9	01/06/2024	Quarterly	Quarterly Admin/Sinking Levy 01/06/2024 - 31/08/2024	468.75	468.75	50.00	50.00	0.00	0.00%	Standard	Normal	None
10	01/09/2024	Quarterly	Quarterly Admin/Sinking Levy 01/09/2024 - 30/11/2024	468.75	0.00	50.00	0.00	0.00	0.00%	Standard	Normal	None
11	01/12/2024	Quarterly	Quarterly Admin/Sinking Levy 01/12/2024 - 28/02/2025	468.75	0.00	50.00	0.00	0.00	0.00%	Standard	Normal	None
12	01/03/2025	Quarterly	Quarterly Admin/Sinking Levy 01/03/2025 - 31/05/2025	468.75	0.00	50.00	0.00	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$0.00

Interest on levy arrears \$0.00

Receipts											
Date	Receipt no.	Subtype	Status	Source	Admin Fund		Sinking Fund		Unallocated		Levy no.
					Paid	Interest	Paid	Interest	Paid	Total amount	
24/08/2022	28306	Receipt	Banked		318.75	0.00	50.00	0.00	0.00	368.75	2
30/11/2022	32046	Receipt	Banked		318.75	0.00	50.00	0.00	0.00	368.75	3
23/02/2023	35246	Receipt	Banked		318.75	0.00	50.00	0.00	0.00	368.75	4
31/05/2023	38715	Receipt	Banked		337.50	0.00	50.00	0.00	0.00	387.50	5
30/08/2023	41813	Receipt	Banked		337.50	0.00	50.00	0.00	0.00	387.50	6
29/11/2023	45064	Receipt	Banked		337.50	0.00	50.00	0.00	0.00	387.50	7
21/02/2024	47915	Receipt	Banked		337.50	0.00	50.00	0.00	0.00	387.50	8
30/05/2024	51311	Receipt	Banked		468.75	0.00	50.00	0.00	0.00	518.75	9



Level 13, 431 King William Street  
Adelaide SA 5000

## Certificate of Currency

### CHU Community Association Insurance Plan

<b>Policy No</b>	<b>ST502727</b>
<b>Policy Wording</b>	CHU COMMUNITY ASSOCIATION INSURANCE PLAN
<b>Period of Insurance</b>	20/05/2024 to 20/05/2025 at 4:00pm
<b>The Insured</b>	COMMUNITY CORPORATION NO. 25781 INC.
<b>Situation</b>	50 SEATON TERRACE SEATON SA 5023

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#### Policies Selected

##### Policy 1 – Community Property

Community property: \$150,000

Community income: \$22,500

Common area contents: \$0

##### Policy 2 – Liability to Others

Limit of liability: \$20,000,000

##### Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

##### Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

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

Not Selected

##### Policy 6 – Machinery Breakdown

Not Selected

##### Policy 7 – Catastrophe Insurance

Not Selected

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

Part A: Government Audit Costs: \$25,000

Part B: Appeal expenses – common property health & safety breaches: \$100,000

Part C: Legal Defence Expenses: \$50,000



**Flood Cover is included.**

**Flood Cover Endorsement**

Flood cover is included.

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

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

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

Date Printed

05/04/2024

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.



## Balance Sheet

As at 13/06/2024

Community Corporation 25781 Inc

50 Seaton Terrace, SEATON SA 5023

Current period

### Owners' funds

#### Administrative Fund

Operating Surplus/Deficit--Admin (640.94)

Owners Equity--Admin 3,870.74

3,229.80

#### Sinking Fund

Operating Surplus/Deficit--Sinking 400.00

Owners Equity--Sinking 2,156.16

2,556.16

#### Net owners' funds

\$5,785.96

### Represented by:

#### Assets

##### Administrative Fund

Cash at Bank--Admin 2,761.13

Receivable--Levies--Admin 468.75

3,229.88

##### Sinking Fund

Cash at Bank--Sinking 2,506.16

Receivable--Levies--Sinking 50.00

2,556.16

##### Unallocated Money

0.00

##### Total assets

5,786.04

### Less liabilities

#### Administrative Fund

0.00

#### Sinking Fund

0.00

#### Unallocated Money

0.00

##### Total liabilities

0.00

### Net assets

\$5,786.04

# Minutes of Annual General Meeting for Community Corporation 25781 Inc 50 Seaton Terrace, SEATON SA 5023

Held 05:00 PM, on Thursday, 15 February 2024, at Adcorp Property Group, 231 Greenhill Road, Dulwich SA 5065.

## 1 ATTENDANCE

Lot #	Unit #	Owner Name	Representative
1	1	N J Flaherty & C J Borowicki	Proxy to Paul Blairs (Unit 4)
2	2	Robaine Super Fund Pty Ltd	Proxy to Adcorp Property Group
4	4	P Blairs & B Blairs	

## 2 QUORUM

A quorum was present and the meeting commenced at 5:00 pm with 3 of the 4 units in attendance by person or by proxy. It was agreed that Andrea Pearsons of Adcorp Property Group assist the presiding officer by conducting the meeting on their behalf.

**UNANIMOUS**

## 3 OFFICE BEARERS

It was resolved that the following Office Bearers be appointed for the coming year:

Presiding Officer:	Paul Blairs	Unit 4
Secretary:	Paul Blairs	Unit 4
Treasurer:	Paul Blairs	Unit 4

## 4 MANAGEMENT COMMITTEE

It was resolved to appoint a Management Committee comprising all owners, with authority to approve day to day maintenance and upkeep of the common areas by majority vote.

## 5 MINUTES

Minutes of the last Annual General Meeting, held 15/2/2023 were accepted as a correct record.

**UNANIMOUS**

## 6 MATTERS ARISING

### Letterboxes

Paul (Unit 4) cleaned up the letterboxes as agreed at the 2023 AGM. Paul was reminded that the corporation had agreed to reimburse any costs upon the receipts being provided to the body corporate manager and to make sure the account details where the funds are to be deposited are included.

### External Paint

Paul (Unit 4) noted that he had treated the rust appearing on the public lights and painted, however the sump pump power box cover and the large distribution board still need to be completed. The body corporate manager was instructed to source quotes for these items.

## 7 INSURANCE

The Body Corporate Manager advised that they cannot guide the corporation on the amount of cover required, and does not accept responsibility for the sum insured. Legislation requires the corporation to insure the buildings/common property for the full replacement value including removal of debris etc and loss of rent. This can be ascertained by an insurance valuation, however the decision to appoint a valuer or determine the renewal amount rests with the body corporate. The Body Corporate Manager explained that Adcorp is required to obtain clear instructions for the renewal of insurance.

The Body Corporate Manager also explained the importance of the continuity to comply with the body corporate's legal responsibilities, and that he can only give general advice not personal advice. The Body Corporate Manager also emphasized the importance of having enough insurance to cover the property according to increases in value. The corporation resolved to give the Body Corporate Manager a standing direction to renew insurance in accordance with the resolution made at the AGM or other special meeting.

The Body Corporate Manager advised owners that as general advice they should seek professional insurance advice about arranging their own insurance cover, including contents insurance cover, for the following reasons.

The corporation's policy does not cover curtains and window treatments, floor coverings and light fittings as these are classed as contents. Secondly, the corporation's policy covers public liability for events occurring on common property but not on owners' property such as inside their unit, their porch, balcony, carport, back yard etc.

That is, they are not covered for Legal/Public Liability for events in their own property. The Body Corporate Manager also advised that their tenant's contents policy only covers the tenant's interests and does not cover the owner's interest. For all these reasons the Body Corporate Manager urged owners to seek professional insurance advice about their own insurance cover.

Following the meeting, Adcorp Property Group made available copies of the current FSG & PDS documentation. Owners were advised that the FSG & PDS documents are also available for viewing and download from the insures website and [www.adcorpgroup.com.au](http://www.adcorpgroup.com.au)

### **Smoke Detectors**

The Body Corporate Manager reminded Owners present that all units must be fitted with approved smoke detectors. This is an owner responsibility and owners should seek advice from the Fire Department or employ an electrician to check the smoke detectors.

### **The corporation's insurance is currently with CHU Underwriting Agencies Pty Ltd**

**Policy No.ST502727**

**Type : Common Property**

**Premium : \$1,830.71      Paid on : 11/04/2023      Start : 20/05/2023      Next due : 20/05/2024**

<b>Cover</b>	<b>Sum Insured</b>	<b>Excess</b>
<b>Common Property</b>	<b>\$150,000.00</b>	<b>\$500.00</b>
<b>Public Liability</b>	<b>\$20,000,000.00</b>	<b>\$500.00</b>
<b>Fidelity Guarantee</b>	<b>\$100,000.00</b>	<b>\$500.00</b>
<b>Voluntary Workers</b>	<b>\$200,000/2000</b>	<b>\$500.00</b>

**Last Valuation: \$150,000 28/02/2023 McLean Gladstone Pty Ltd**

**Following discussion on these matters it was resolved that the following insurance be organised on behalf of the Body Corporate:**

**New insurance valuation: It was resolved not to arrange a new insurance valuation.**

**Common Property cover: It was resolved to leave as is at renewal.**

**Office Bearers' cover: It was resolved to decline to have cover at renewal.**

**Legal Liability cover: It was resolved to maintain cover at \$ 20,000,000 at renewal.**

**UNANIMOUS**

### **Lot Owners Insurance**

All owners are responsible for insuring the buildings and improvements on their own lot. The Corporation has previously resolved that all owners are required to provide the Manager with their own Insurance Certificate of Currency each year. The Manager advises that this is a request of the Corporation and Adcorp Property Group will not accept responsibility whatsoever to the Corporation or any owner should an owner fail to insure their improvements or provide a copy of the Certificate of Currency.

## **8 FINANCIAL REPORT**

It was resolved that the financial reports, for the period ending 31/12/2023 having been circulated, tabled and discussed, be adopted.

***Motion Carried***

It was noted that as at the day of the meeting the corporation has the following cash at bank amounts

Administration Fund:	\$ 3,965.49
Sinking Fund	\$ 2,206.16

## **9 APPOINTMENT OF BODY CORPORATE MANAGER**

Adcorp Property Group Pty Ltd were reappointed as Body Corporate Managers for the next twelve months to assist the strata corporation and office bearers, at the fee of \$1,601.00 including GST, per annum plus disbursements and audit fees, and costs as per Schedule One in the Body Corporate Management Agreement.

Any elected Office Bearer is authorised to sign the Management Agreement on behalf of the body corporate.

Adcorp Property Group explained that should the management agreement not be returned, signed, within 14 days of the meeting, then the agreement will be deemed as signed. Adcorp Property Group will stamp the agreement with the Body Corporate's common seal and place on file.

Further, it was agreed that Adcorp Property Group, may now charge a recovery fee for overdue accounts as follows:

**Overdue notices:-**

- a. Stage 1 debt recovery \$22.00 (inclusive of GST) after 30 days from due date,
- b. Stage 2 debt recovery \$27.50 (inclusive of GST) after 60 days from due date,
- c. Stage 3 debt recovery \$33.00 (inclusive of GST) after 90 days from due date,
- d. Interest charged at 15 % per annum on overdue levies and debts after 30 days from due date.

**Legal action charges**

All court charges and fees and any costs awarded by the court.

**UNANIMOUS**

It was resolved that these costs (including all costs incurred by the strata corporation for recovery work) will be debited against the relevant unit holder as an amount due and owing to the corporation.

**UNANIMOUS**

It was further agreed that where a special meeting is required to consider approvals for individuals, that person shall pay all costs of the meeting.

**UNANIMOUS**

**10 REPAIRS AND MAINTENANCE**

**Sump Pump Service & Stormwater Clean**

The body corporate manager was instructed to schedule Blue Water Plumbers to attend and service the twin sump pumps in April 2024.

**Grounds Maintenance**

Owners were reminded that it was previously agreed owners would maintain their own lots and would organise between themselves the maintenance of the common grounds. It was noted that Unit 2 occupants are not maintaining the garden beds of their lot. The body corporate manager requested photos of the garden beds to be forwarded and a notice will be sent to the property manager/owner.

**Termites**

None observed nor reported by owners. No action requested. Owners asked to be vigilant and to report sightings to the Strata Manager.

**11 PROJECTED MAINTENANCE**

After discussion it was agreed not to arrange a sinking fund forecast at this time.

**12 BUDGET & CONTRIBUTION AMOUNTS**

Adcorp presented a forecast of projected expenditure and proposed that contribution amounts for the Administration Fund be \$ 7,500.00, and that contribution amounts for the Sinking Fund be \$ 800.00 for the coming year

After discussion it was resolved that the annual contribution amount be:

Administration Fund	<b>\$ 7,500.00</b>
Special Levy	<b>\$ 0.00</b>
Sinking Fund	<b>\$ 800.00</b>

Contributions are to be raised **equally** in **Quarterly** instalments, the first such instalment being due on **1/06/2024** and subsequent instalments being due on **1/09/2024, 1/12/2024, 1/03/2025**

**Motion Carried**

**13 BY LAWS (approvals & policies)**

Adcorp reminded all Owners present, that the articles and policies of the Body Corporate are binding on the corporation, its owners, occupiers, and invitees to the complex.

**14 OTHER BUSINESS**

Owners were reminded of the following resolutions previously adopted by the Corporation.

- Corporation records to be destroyed in line with COMMUNITY TITLES REGULATIONS 2011 - REG 23
- Special Levy Authority
- Interest charges apply to contributions more than 30 days overdue (15% p.a)
- Authority to appoint debt collectors to recover debts at the cost of the relevant debtor
- Bank charges will be levied against owners where search fees are required to determine the origin of unidentified monies

- Contractors must have current insurances and appropriate licenses

Owners are reminded to ensure that contact details and method of delivery are kept up to date at all times and are requested (if convenient) to receive correspondence electronically.

**15 DATE OF NEXT MEETING**

The next Annual General Meeting to be held:

DATE: **FEBRUARY 2025**  
TIME: **05:00 PM**  
VENUE: **Via Teleconference**

**16 MEETING CLOSE**

There being no further business, all owners and guests were thanked for their attendance and the meeting closed at 5:27 PM.

# ANNUAL REPORTS

for the financial year to 31/12/2023

Community Corporation 25781

50 Seaton Terrace, SEATON SA 5023

Manager: Andrea Pearsons

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Income/Expenditure Statement	2

# Balance Sheet

## As at 31/12/2023

Community Corporation 25781 Inc

50 Seaton Terrace, SEATON SA 5023

Current period

### Owners' funds

#### Administrative Fund

Operating Surplus/Deficit--Admin	424.55
Owners Equity--Admin	3,446.19
	<u>3,870.74</u>

#### Sinking Fund

Operating Surplus/Deficit--Sinking	(4,765.67)
Owners Equity--Sinking	6,921.83
	<u>2,156.16</u>

#### Net owners' funds

\$6,026.90

### Represented by:

#### Assets

##### Administrative Fund

Cash at Bank--Admin	3,870.82
	<u>3,870.82</u>

##### Sinking Fund

Cash at Bank--Sinking	2,156.16
	<u>2,156.16</u>

##### Unallocated Money

0.00

##### Total assets

6,026.98

#### Less liabilities

##### Administrative Fund

0.00

##### Sinking Fund

0.00

##### Unallocated Money

0.00

##### Total liabilities

0.00

#### Net assets

\$6,026.98

**Income/Expenditure Statement**  
**for the financial year**  
**to 31/12/2023**

Community Corporation 25781 Inc

50 Seaton Terrace, SEATON SA 5023

**Administrative Fund**

Current period

01/01/2023-31/12/2023

**Revenue**

Interest on Arrears--Admin	8.88
Interest--Bank	85.93
Levies Due--Admin	5,325.00
<b>Total revenue</b>	<b>5,419.81</b>

**Less expenses**

Admin--Agent Disbursements	259.80
Admin--Auditors--Audit Services	185.00
Admin--Auditors--Taxation Services	190.00
Admin--Bank Charges	41.00
Admin--Management Fees--Standard	1,574.38
Admin--Meeting Fee	261.25
Insurance--Premiums	1,873.21
Insurance--Valuation	265.00
Utility--Electricity	345.62

**Total expenses** **4,995.26**

**Surplus/Deficit** **424.55**

**Opening balance** **3,446.19**

**Closing balance** **\$3,870.74**



## Sinking Fund

Current period

01/01/2023-31/12/2023

## Revenue

Interest on Arrears--Sinking 1.32

Levies Due--Sinking 800.00

Total revenue 801.32

## Less expenses

Maint Bldg--Plumbing 5,566.99

Total expenses 5,566.99

Surplus/Deficit (4,765.67)

Opening balance 6,921.83

Closing balance \$2,156.16

# Minutes of Annual General Meeting for Community Corporation 25781 Inc 50 Seaton Terrace, SEATON SA 5023

Held 05:00 PM, on Wednesday 15 February 2023 via Teleconference and at Adcorp Property Group, 231 Greenhill Road, Dulwich SA 5065.

## 1 ATTENDANCE

Lot #	Owner Name
1	Christopher Borowicki
2	Yashwinder Sharma
3	Luciana Bucater
4	Paul Blairs

## 2 QUORUM

A quorum was present and the meeting commenced at 5:13 pm with 4 of the 4 lots in attendance by person or by proxy. It was agreed that Andrea Pearsons of Adcorp Property Group assist the presiding officer by conducting the meeting on their behalf.

**UNANIMOUS**

## 3 OFFICE BEARERS

Paul Blairs was elected Presiding Officer, Christopher was elected Secretary and Treasurer. The strata corporation was advised that up to \$5,000,000 is available for office bearers liability insurance. **Following a discussion on the matter, the corporation declined to have office bearers liability insurance.**

## 4 MANAGEMENT COMMITTEE

It was resolved to appoint a Management Committee comprising of all owners with authority to approve day to day maintenance and upkeep of the common areas by majority vote.

## 5 MINUTES

Minutes of the last Annual General Meeting, held 28/02/2022 were accepted as a correct record.

**UNANIMOUS**

## 6 MATTERS ARISING

### Common Garden Beds

Replacement of garden beds with a low maintenance alternative and owners were to source pricing.

Paul Blairs (Unit 4) replaced the dead plants with Lavender bushes which are low maintenance and only require trimming as needed. It was agreed that Paul can continue to replace plants with the Lavender bushes on the property in the common areas.

**Motion Carried**

It was agreed that the Presiding Officer Paul Blairs (Unit 4) will purchase a hedge trimmer/clipper on behalf of the corporation. The corporation will reimburse the monies upon a receipt being provided to the body corporate manager. The hedge trimmer/clipper is the property of the corporation and only held by Unit 4 for use in maintaining the corporations grounds. In the event of a change of ownership or occupier, the hedge trimmer/clipper will remain with the corporation.

**Motion Carried**

### Drain in Yard of Unit 3

Drain overflowing and flooding the yards of Units 3 & 4 when it rains.

After discussion, the body corporate manager was instructed to issue a work order to Blue Water Plumbers to attend and investigate the issue/s and quote for all repair options. The quote is to be forwarded to all owners for consideration. It was noted that the sinking fund can be used towards this cost with majority approval of the owners.

## INSURANCE

The Body Corporate Manager advised that they cannot guide the corporation on the amount of cover required, and does not accept responsibility for the sum insured. Legislation requires the corporation to insure the buildings/common property for the full replacement value including removal of debris etc and loss of rent. This can be ascertained by an insurance valuation, however the decision to appoint a valuer or determine the renewal amount rests with the body corporate.

The Body Corporate Manager also explained that they can only give general and factual advice. The corporation were advised to refer to the Product Disclosure Statement (PDS) and Financial Services Guide (FSG) which can be made available upon request and can also be downloaded from the insurers website.

The Body Corporate Manager advised owners that as general advice they should seek professional insurance advice about arranging their own insurance cover, including contents insurance cover, for the following reasons. The corporation's policy does not cover curtains and window treatments, floor coverings and light fittings as these are classed as contents. Secondly, the corporation's policy covers public liability for events occurring on common property but not within an owners' Lot.

That is, they are not covered for Legal/Public Liability for events in their own property.

### Smoke Detectors

The Body Corporate Manager reminded Owners present that all units must be fitted with approved smoke detectors. This is an owner responsibility and owners should seek advice from the Fire Department or employ an electrician to check the smoke detectors.

**The corporation's insurance is currently with CHU Underwriting Agencies Pty Ltd**

**Policy No.ST502727**

**Type : Common Property**

**Premium : \$1,619.20      Paid on : 23/05/2022      Start : 20/05/2022      Next due : 20/05/2023**

Cover	Sum Insured	Excess
Common Property	\$120,000.00	\$500.00
Public Liability	\$20,000,000.00	\$500.00
Fidelity Guarantee	\$100,000.00	\$500.00
Flood Cover	Selected	\$500.00
Voluntary Workers	\$200,000/2000	\$500.00

**Last Valuation: \$1,670,000 on 28/03/2018 by Independent Property Management**

**Following discussion on these matters it was resolved that the following insurance be organised on behalf of the Body Corporate:**

**New insurance valuation:** It was resolved to arrange a new insurance valuation forthwith. The body corporate manager was instructed to ensure a breakdown of each lot was included and forward the valuation report to the owners.

**Building cover:** It was resolved to adjust building cover to equal the new insurance valuation, effective as soon as it is received.

**Office Bearers' cover:** It was resolved to decline to have cover at renewal, to indemnify all office bearers against any loss suffered directly or indirectly from the result of their appointment.

**Legal Liability cover:** It was resolved to maintain cover at \$20,000,000 at renewal.

**Catastrophe cover:** It was resolved to decline to have cover at renewal.

**UNANIMOUS**

### Lot Owners Insurance

In line with the corporation's By-Laws, all owners are responsible for insuring the buildings and improvements including within their own respective lot.

### Lot Owner's Certificate of Insurance

The owners were reminded of the previous resolution in 2018 that a copy of the Certificate of Insurance for their lot, must be forwarded to the body corporate manager. It was agreed that all owners would provide a copy by end of March 2023.

## 8 FINANCIAL REPORT

It was resolved that the financial reports, for the period ending 31/12/2022 having been circulated, tabled and discussed, be adopted.

***Motion Carried***

The body corporate manager was instructed to investigate the AGL bills for Public Lighting an invoice being paid twice. The body corporate manager is to inform the owners of the result of the investigation in a post meeting note in the minutes.

It was noted that as at the day of the meeting the corporation has the following cash at bank amounts

Administration Fund:	\$ 3,226.80
Sinking Fund	\$ 6,921.83

### POST MEETING NOTE:

The public lighting invoice due Feb 2022 was paid twice. The extra payment of \$129.27 was credited towards the April 2022 bill which was paid in full. The remain credit of \$9.89 was applied to the June 2022 bill.

## 9 APPOINTMENT OF BODY CORPORATE MANAGER

Adcorp Property Group Pty Ltd were reappointed as Body Corporate Managers for the next twelve months to assist the strata corporation and office bearers, at the fee of \$1,582.00 including GST, per annum plus disbursements and audit fees, and costs as per Schedule One in the Body Corporate Management Agreement.

The Presiding Officer Paul Blairs (Unit 4) was authorised to sign the Management Agreement on behalf of the body corporate.

Further, it was agreed that Adcorp Property Group, may now charge a recovery fee for overdue accounts as follows:

### **Overdue notices:-**

- Stage 1 debt recovery \$22.00 (inclusive of GST) after 30 days from due date,
- Stage 2 debt recovery \$27.50 (inclusive of GST) after 60 days from due date,
- Stage 3 debt recovery \$33.00 (inclusive of GST) after 90 days from due date,
- Interest charged at 15 % per annum on overdue levies and debts after 30 days from due date.

### **Legal action charges**

All court charges and fees and any costs awarded by the court.

***UNANIMOUS***

It was resolved that these costs (including all costs incurred by the strata corporation for recovery work) will be debited against the relevant unit holder as an amount due and owing to the corporation.

***UNANIMOUS***

It was further agreed that where a special meeting is required to consider approvals for individuals, that person shall pay all costs of the meeting.

***UNANIMOUS***

## 10 REPAIRS AND MAINTENANCE

### **Gutter and Downpipe Clean**

Owners are responsible for maintaining the gutters and downpipes within their respective lot.

### **Grounds Maintenance**

It was agreed that the owners will decide between them who would be responsible and how the common grounds will be maintained at their discretion. Any material expenses will be reimbursed upon receipts being provided to the body corporate manager.

### **Common Stormwater clean**

It was agreed not to schedule a clean as the stormwater is only maintained every 2 years and the current issues need to be resolved before cleaned again.

### **Sump Pump Service**

It was resolved not to schedule the sump pumps to be cleaned. The body corporate manager was instructed not to use Pump X for their next service.

### **Grounds Maintenance**

It was agreed that lot owners will decide between them on when, who and how the common grounds will be maintained at their discretion. Any material expenses would be reimbursed upon a receipt being provided to the body corporate manager.

### **Termites**

None observed nor reported by owners. No action requested. Owners asked to be vigilant and to report sightings to the Strata Manager.

### **Letterboxes**

It was noted that there was rust appearing on the letterbox and the numbers are not uniform and some are also missing. It was agreed that Paul & Chris would organise for the letterboxes to be cleaned up and the numbers replaced. The corporation will reimburse the cost upon the receipts being provided to the body corporate manager.

### **External Paint**

It was noted that there is rust appearing on the public lights, sump pump power box cover and the large distribution board. The body corporate manager was instructed to confirm if the corporation or SA Power Network is responsible for the maintenance of the big distribution box in driveway. Chris (Unit 1) will source a quote for the rust removal and repainting of these items.

## **11 PROJECTED MAINTENANCE**

After discussion it was agreed not to arrange a sinking fund forecast at this time

## **12 BUDGET & CONTRIBUTION AMOUNTS**

Adcorp presented a forecast of projected expenditure and proposed that contribution amounts for the Administration Fund be \$ 5,900.00, and that contribution amounts for the Sinking Fund be \$ 800.00 for the coming year

After discussion, the owners agreed that as some of the budgeted maintenance services will not be carried out this year, it was resolved that the annual contribution amount be:

Administration Fund	<b>\$ 5,400.00</b>
Sinking Fund	<b>\$ 800.00</b>

Contributions are to be raised **equally** in **Quarterly** instalments, the first such instalment being due on **1/06/2023** and subsequent instalments being due on **1/09/2023, 1/12/2023, 1/03/2024**

***Motion Carried***

## **13 BY LAWS (approvals & policies)**

Adcorp reminded all Owners present, that the articles and policies of the Body Corporate are binding on the corporation, its owners, occupiers, and invitees to the complex.

## **14 OTHER BUSINESS**

Owners were reminded of the following resolutions previously adopted by the Corporation.

- Corporation records to be destroyed in line with COMMUNITY TITLES REGULATIONS 2011 - REG 23
- Special Levy Authority
- Interest charges apply to contributions more than 30 days overdue (15% p.a)
- Authority to appoint debt collectors to recover debts at the cost of the relevant debtor
- Bank charges will be levied against owners where search fees are required to determine the origin of unidentified monies
- Contractors must have current insurances and appropriate licenses

Owners are reminded to ensure that contact details and method of delivery are kept up to date at all times and are requested (if convenient) to receive correspondence electronically.

## **15 DATE OF NEXT MEETING**

The next Annual General Meeting to be held

DATE:	<b>FEBRUARY</b>
TIME:	<b>05:00 PM</b>
VENUE:	<b>Adcorp Property Group, 231 Greenhill Road, Dulwich SA 5065</b> <i>(dial in option to be provided for owners who can not attend in person)</i>

## **16 MEETING CLOSE**

There being no further business, all owners and guests were thanked for their attendance and the meeting closed at 6:14 PM.

# ANNUAL REPORTS

for the financial year to 31/12/2022

Community Corporation 25781

50 Seaton Terrace, SEATON SA 5023

Manager: Andrea Pearsons

	Page
Balance Sheet	1
Income/Expenditure Statement	2

# Balance Sheet

## As at 31/12/2022

Community Corporation 25781 Inc

50 Seaton Terrace, SEATON SA 5023

Current period

### Owners' funds

#### Administrative Fund

Operating Surplus/Deficit--Admin	116.91
Owners Equity--Admin	3,329.28
	<u>3,446.19</u>

#### Sinking Fund

Operating Surplus/Deficit--Sinking	801.32
Owners Equity--Sinking	6,120.51
	<u>6,921.83</u>

#### Net owners' funds

\$10,368.02

### Represented by:

#### Assets

##### Administrative Fund

Cash at Bank--Admin	3,446.27
	<u>3,446.27</u>

##### Sinking Fund

Cash at Bank--Sinking	6,921.83
	<u>6,921.83</u>

##### Unallocated Money

0.00

##### Total assets

10,368.10

#### Less liabilities

##### Administrative Fund

0.00

##### Sinking Fund

0.00

##### Unallocated Money

0.00

##### Total liabilities

0.00

#### Net assets

\$10,368.10

Income/Expenditure Statement  
for the financial year  
to 31/12/2022

Community Corporation 25781 Inc

50 Seaton Terrace, SEATON SA 5023

Administrative Fund

Current period

01/01/2022-31/12/2022

Revenue

Interest on Arrears--Admin	8.39
Interest--Bank	32.34
Levies Due--Admin	5,100.00
<b>Total revenue</b>	<b>5,140.73</b>

Less expenses

Admin--Agent Disbursements	213.60
Admin--Auditors--Audit Services	165.00
Admin--Auditors--Taxation Services	190.00
Admin--Bank Charges	30.00
Admin--Management Fees--Standard	1,483.66
Admin--Meeting Fee	120.00
Insurance--Premiums	1,619.20
Maint Bldg--Pumps	715.00
Utility--Electricity	487.36

**Total expenses** **5,023.82**

**Surplus/Deficit** **116.91**

**Opening balance** **3,329.36**

**Closing balance** **\$3,446.27**



## Sinking Fund

Current period

01/01/2022-31/12/2022

## Revenue

Interest on Arrears--Sinking 1.32

Levies Due--Sinking 800.00

Total revenue 801.32

## Less expenses

Total expenses 0.00

Surplus/Deficit 801.32

Opening balance 6,120.51

Closing balance \$6,921.83











LOTS 1, 2, 3 & 4  
In Dev No 252/C359/08

**SHEET 1 OF 1 SHEETS**

CT 5700/441

AREA: SEATON

**LEGEND:**

Fence .....	
Fence on boundary .....	
Galvanized Iron Fence .....	
Galv. Iron Fence .....	
on boundary .....	
Colourband Fence .....	
Colourband Fence .....	
on boundary .....	
Subject Land Boundary .....	
Other Boundary .....	

NOTATIONS:

**WARNING:** Fences and other structures must be set out from the survey marks and not the wooden stakes nearby

**CERTIFIED CORRECT**

.....  
**LICENSED SURVEYOR**

## STATE SURVEYS

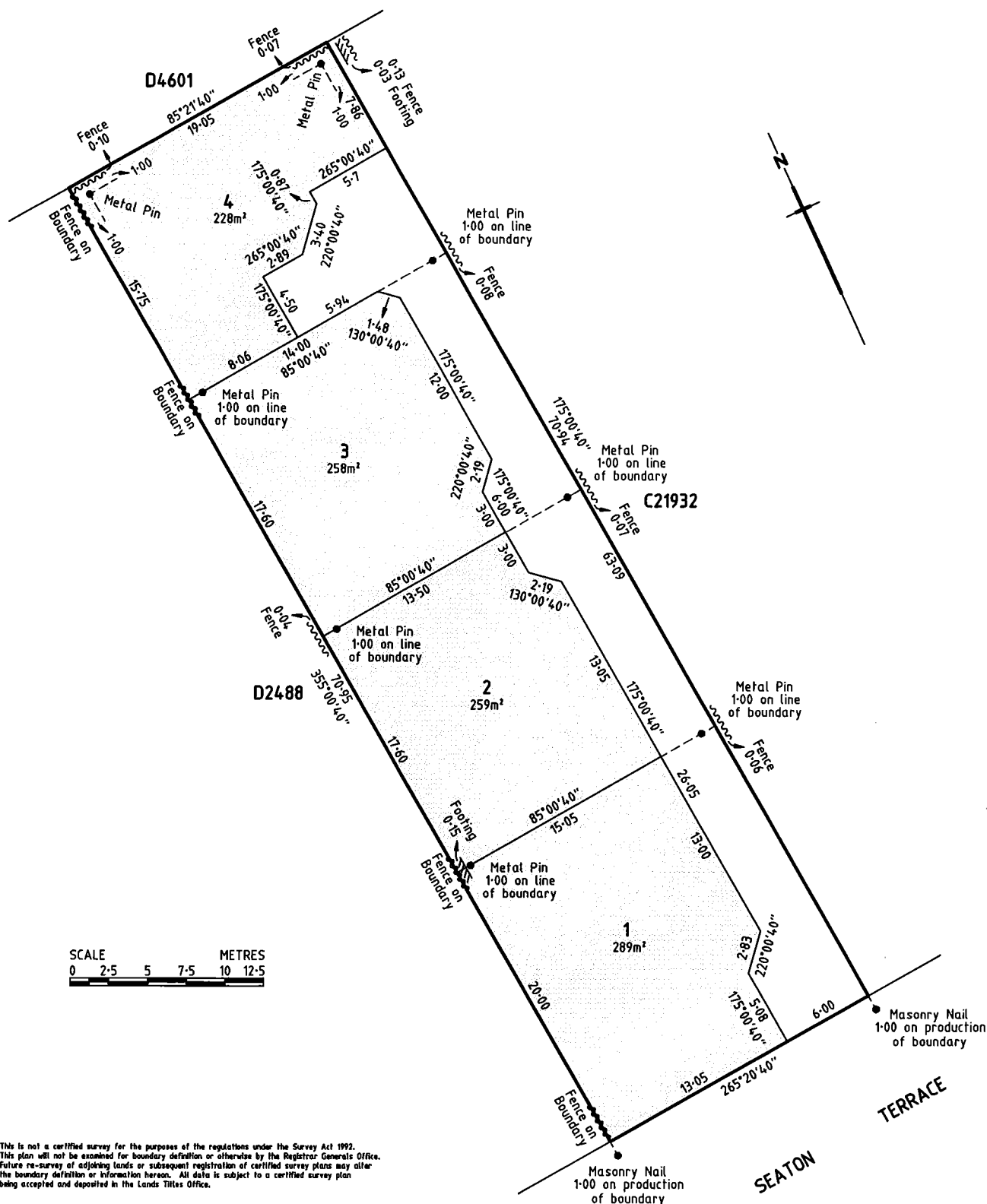
465B SOUTH ROAD, KESWICK SA 5035



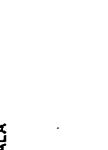
TELEPHONE: 8293 7939

**TELEPHONE: 8293 2939**  
**FACSIMILE: 8293 2949**

EMAIL: [info@statesurveys.com.au](mailto:info@statesurveys.com.au)

REFERENCE: 08742 DRAWN BY: ADL



PURPOSE: PRIMARY COMMUNITY  MAP REF: 6628-40-R  LAST PLAN: FX 53164		AREA NAME: SEATON  COUNCIL: CITY OF CHARLES STURT  DEVELOPMENT NO: 252/C359/08/001/22036		<div style="display: flex; justify-content: space-between;"> <div>           APPROVED:             9/10/2009            DEPOSITED/FILED:             29.10.09         </div> <div style="text-align: right;">           C25781            SHEET 1 OF 3             V02         </div> </div>		
AGENT DETAILS: STATE SURVEYS PTY LTD 465b South Road, Keswick SA 5035 Phone (08) 8293 2939 Facsimile (08) 8293 2949 info@statesurveys.com.au		SURVEYORS CERTIFICATION: 1) I, ROCCO CAVALLI, a licensed surveyor under the Survey Act 1992, certify that - 1) I am uncertain about the location of that part of the service infrastructure shown between the points marked - and - on the plan and 2) this community plan has been correctly prepared in accordance with the Community Titles Act 1996 to a scale prescribed by regulation  Dated the 3RD day of JULY 2009  Licensed Surveyor				
AGENT CODE: SS09 REFERENCE: 08742		SUBJECT TITLE DETAILS: PREFIX VOLUME FOLIO OTHER CT 5700 441 PARCEL ALLOTMENT(S)				
		NUMBER	PLAN	NUMBER HUNDRED/1A/DIVISION	TOWN	REFERENCE NUMBER
		62	D	2488	YATALA	
EASEMENT DETAILS:		IDENTIFIER	PURPOSE	IN FAVOUR OF		CREATION
STATUS						
LAND BURDENED		FORM	CATEGORY			
ANNOTATIONS:  THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 3/07/2009						

**SHEET 2 OF 3**

202

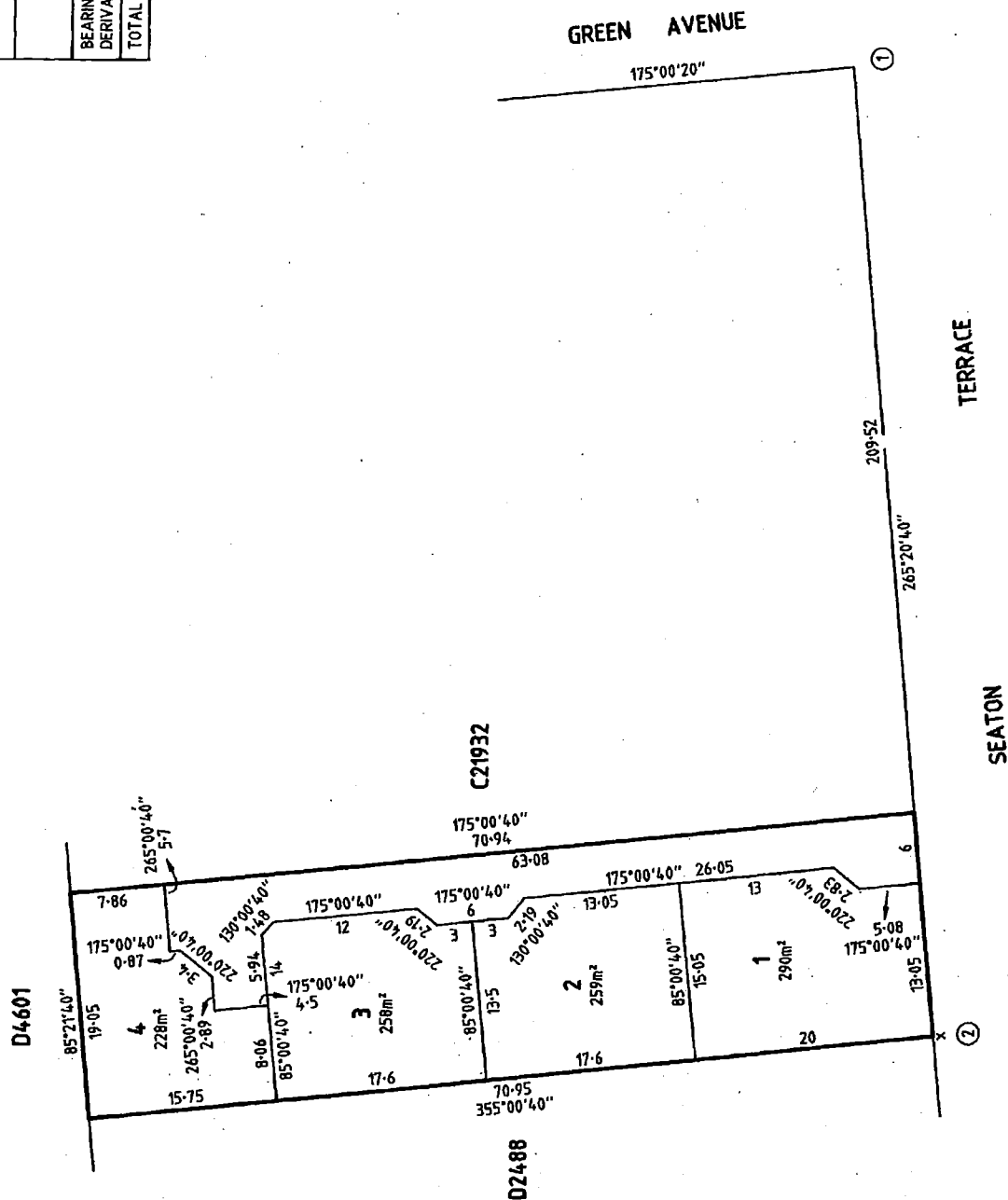
BEARING DATUM: ①-② 265°20'40"  
DERIVATION: ADOPTED FROM FX 53164  
TOTAL AREA: 1351m²

STATE SURVEYS PTY LTD  
465 South Road, Keswick SA 5035  
Phone 8293 2939 Fax 8293 2949  
info@statesurveys.com.au  
REFERENCE: 08742  
VERSION: 21/7/2009 DRAWN: ADL

## LOCATION PLAN

SCALE METRES

0 4 8 12 16 20



# LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

C 25781

THIS IS SHEET 3 OF 3 SHEETS

APPROVED



DEPOSITED

29 /10/ 2009

PRO REGISTRAR-GENERAL

APPLICATION 11257885

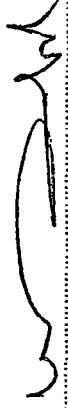
## SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENT	SUBDIVIDED
1	2800	
2	2382	
3	2382	
4	2436	
AGGREGATE	10000	

## CERTIFICATE OF LAND VALUER

I, KOFI ADIH OF 507 SOUTH ROAD ASHFORD S035 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 ...22<sup>nd</sup> ... Day of ...OCTOBER 2009.



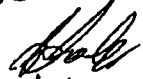
Signature of Land Valuer

TERMS OF INSTRUMENT NOT CHECKED  
BY LANDS TITLES OFFICE

BY-LAWS  
DEVELOPMENT NO 252/C359/08/001/

**BY-LAWS**  
**COMMUNITY PLAN NO 25781**  
**50 SEATON TERRACE SEATON SA 5023**

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

  
Nicholas James Charles  
Registered Conveyancer

123 Wright street  
Adelaide SA 5000

## **INDEX**

1. Administration Management and Control of Common Property
2. Use and Enjoyment of Common property
3. Use and Enjoyment of the Community Lots
4. Occupiers obligation to maintain the lot in good condition
5. Disturbances
6. Insurance of Community Corporation
7. Building Insurance
8. Public Liability Insurance
9. Animals
10. SA Water
11. Statutory & Private Services
12. Internal Fencing
13. Offence
14. Community Corporation's Rights to recover Money
15. Interpretation

**COMMUNITY TITLES ACT, 1996**

**BY-LAWS OF COMMUNITY SCHEME  
50 SEATON TERRACE SEATON SA 5023**

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

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

The Community Corporation is responsible for the administration management and control of the common property.

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

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

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

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

**4. Occupiers obligation to maintain the lot in good condition**

4.1 The occupier of a lot must keep the lot in a clean and tidy condition.

4.2 The occupier must properly maintain lawns and gardens in the lot.

4.3 The occupier must:-

4.3.1 store garbage in an appropriate container which prevents the escape of unpleasant odour; and

4.3.2 comply with any requirements of a Council, health or environment authority for the disposal of garbage.

4.4 The occupier of the lot must not:-

4.4.1 bring or accept objects or materials on to the site of a kind that are likely to cause justified offence to the other members of the corporation community.

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

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



**5. Disturbances**

- 5.1 The owner of a community lot must not engage in conduct that unreasonably disturbs the occupier of another community lot or others who are unlawfully on a community lot or the Common Property.
- 5.2 The owner of a community lot must ensure, as far as practicable, that persons who are brought or allowed on to the community lot or the Common Property by the owner do not engage in conduct that unreasonably disturbs the occupier of another community lot or others who are lawfully on a community lot or the Common Property.
- 5.3 In particular the occupier of a lot must ensure that noise emission from the lot, or from the area adjacent to the lot where invitees of the occupier are gathered for a party or other social occasion, is kept to a level where it will not disturb the occupants of other lots between the hours of 12.00am midnight and 7.00am the following morning.

**6. Insurance by Community Corporation**

- 6.1 the Community Corporation shall effect such insurance as is required by Sections 103 and 104 of the Act but shall not be responsible for insuring buildings and other improvements on individual community lots.
- 6.2 An owner or occupier of a community lot must not, except with approval of the Community Corporation, do anything that might:-
  - 6.2.1 void or prejudice insurance effected by the Community Corporation;
  - 6.2.2 increase any insurance premium payable by the Community Corporation.

**7. Building Insurance**

The owner of each Community Lot Shall Insure all buildings and other improvements on the lot in accordance with their own requirements and the Community Corporation shall have no responsibility in respect thereof.

**8. Public Liability Insurance**

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

**9. Animals**

9.1 An owner of a Community lot is entitled:-

9.1.1 to keep a cat and/or dog on a Community lot or such pet that has been approved by the Community Corporation provided such pets do not create unreasonable nuisance to the other Community Lot owners; and

9.1.2 if the occupier is a person who suffers from a disability, to keep a dog trained to assist the occupier in respect to that disability.

9.2 An owner of a Community Lot must not keep an animal on a Community Lot except as authorised by this section or the corporation.

**10. SA Water**

10.1 Sewer and water reticulation is by private services provided by the original developer to each Community lot to form a water meter and sewer point located at 50 Seaton Terrace Seaton SA 5023 on the Common Property.

10.2 The services are laid within the Common property and are maintained by the Community Corporation.

10.3 The Community Corporation shall ensure that each Community lot owner installs and maintains at their own cost a water meter at the boundary of this lot and the Common Property.

10.4 Each Community lot will have separate water meters and will pay and accounts for water usage direct to SA Water.

10.5 In the event that an account reasonably rendered by the Community Corporation to the lot owner is not paid within 28 days then the Community Corporation reserves the right to disconnect the water supply to the Community Lot.

**11. Statutory and Private Services**

11.1 The Community Corporation is responsible for and must maintain and repair the service infrastructure comprising:-

- |                     |                       |
|---------------------|-----------------------|
| (a) water and sewer | (b) telecommunication |
| (b) electricity     | (d) storm water       |

**12 Internal Fencing**

12.1 The provisions of *The Dividing Fences Act 1991* ( as amended) shall apply a between the owners adjoining Community Lots.

12.2 The Boundary fences of a Community lot shall be constructed in accordance with development approval.

**13. Offence**

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

Maximum Penalty: \$500.00

**14. Community Corporation's Right to Recover Money**

14.1 The Community Corporation may recover any money owing to it under the By-laws as a debt.

14.2 An owner of a Community Lot must repay or reimburse the Community Corporation on demand for the costs charges and expenses of the Community Corporation in connection with contemplated or actual enforcement, or preservation of any rights under the By-laws in relation to the proprietor or occupier.

14.3 The costs, charges and expenses recoverable by the Community Corporation shall include without limitation, those expenses incurred in retaining any independent administration costs in connection with those events.

14.4 The Community Corporation may charge interest on any overdue monies owed by a proprietor or occupier of a lot to the Community Corporation at the rate of **TWO PERCENT (2%) PER ANNUM ABOVE THE RATE QUOTED BY THE** Community Corporation's bankers on overdraft accommodation less than \$10,000.00, calculated on daily balances commencing from the day that the money becomes due for payment.

**15. Interpretation**

In these By-laws:-

15.1 "Act" means the *Community Titles Act* 1996 and as amended.

15.2 "Community Corporation" means the Community Corporation created by the Deposit of the Plan of Community Division in respect of which these By-laws are lodged.

15.3 "Community Lot" means a community lot created by Plan of Community Division referred to above.

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

15.5 "Occupier" of a Community lot includes, if the lot is unoccupied, the owner of the lot.

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

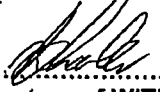
TERMS OF INSTRUMENT NOT  
CHECKED BY LANDS TITLE OFFICE

BY-LAWS  
Development No: 252/C359/08/001/

DATED the 12<sup>th</sup> day of August 2009

**EXECUTION BY APPLICANT**

  
.....  
Signature of the APPLICANT (JR Kraws)

  
.....  
Signature of WITNESS – Signed in my presence by  
The APPLICANT who is either personally known  
to me or has satisfied me as to his or her identity.

Nicholas James Charles  
.....  
Print Full Name of WITNESS (BLOCK LETTERS)

123 Wright Street  
.....

Adelaide SA 5000  
.....  
Address of WITNESS

Business Hours Telephone Number 7129 3777  
.....



## COMMUNITY CORPORATION NO. 25781 INC.

50 Seaton Terrace  
SEATON SA 5023

The following is a summary of policy decisions, special and unanimous resolutions resolved by the Corporation. The relevant minutes should be consulted for precise wording of the resolutions.

Date of Meeting	Details
09/02/2011	<p><u>Disclaimer</u> Choice Property Group will not be held responsible for any incomplete or incorrect information provided prior to its appointment as Managers for this Corporation commencing 09/02/2011.</p> <p><u>Residential Tenancy Agreements</u> Members were reminded that the Community By-laws together with any summary of the Corporation's succeeding policy decisions are always to be included and attached as an addendum to any Residential Tenancy Agreement to enable enforcement.</p> <p><u>Bin Collections</u> Council collection is on Wednesday with bins placed out on Tuesday night to be returned within 24 hours, subject to both Council and the Community By-laws.</p> <p><u>Grounds</u> It was agreed that the lot owners will decide between them on when, who and how the common grounds will be maintained at their discretion. Any material expenses within budget can be reimbursed on production of receipts to the Manager.</p> <p><u>Termite Inspections / Treatments / Warranty</u> All Lot owners are to maintain their own due diligence in the prevention and/or detection of any infestations.</p> <p><u>Emergency Funding</u> If due to unforeseen circumstances having arisen which require the provision of emergency funding above that which is currently held by the Corporation or otherwise available to the Corporation, the member from time to time appointed as the Presiding Officer, be and is empowered as the delegate of the Corporation authorised to sanction the imposition of such additional levy or levies, as if the Corporation has, in general meeting, resolved to levy such contributions against all lot owners.</p> <p><u>Overdue Levies / Interest / Debt Collection</u> Henceforth, that in accordance with the provisions of Section 114 (4b) of the Community Titles Act 1996, as amended, interest at the rate of two (2%) per centum per month compound calculated on a daily basis be imposed upon any levy or contribution sums which remain due and unpaid in excess of the due date therefore and it was further agreed that;</p> <ol style="list-style-type: none"><li>Recovery proceedings be instituted to recover from the defaulting lot owner or owners any levy contribution sums and/or interest accrued thereon which remained due and unpaid in excess of thirty (30) days from the due date therefore; and</li><li>The Community Managers be and are authorised by the Corporation to levy and to recover from the defaulting lot owner or owners all legal and administrative costs associated with the recovery of any debt due to the Corporation including, but not limited to legal fees, court costs, administrative costs, location and service fees and any commissions payable to debt recovery or credit control consultants to be pursued through SA Courts only.</li></ol>
23/02/2012	<p><u>Roller Door</u> The installation of a roller door at lot 4 as resolved with the other owners was confirmed.</p> <p><u>Aggregate / Equal Levy Raising</u> It was unanimously agreed forthwith that levies are to be paid <u>equally</u> by the holders of each lot, unless a unanimously decision is taken to revert back to aggregate, as per the Certified Community Plan.</p>

## AMENDMENTS, APPROVALS, SPECIAL RESOLUTIONS. Community Corporation 25781 INC.

Date	Special Resolution / Amendment / Approval
------	---

**6/2/2019**      **Foxtel satellite dish** - Approval granted to install Foxtel satellite dish on the roof facing north east direction with all associated costs being the responsibility of the unit. **UNANIMOUS**

**6/2/2019**      **Air conditioning unit** - Approval granted to install air conditioning unit on the roof on condition that a conduit is installed to drain the condensate directly into a drain or onto the ground and away from the wall and provided all costs associated with the airconditioner are the responsibility of the unit. **UNANIMOUS**

**6/2/2019**      **Roll-out retractable shade cover** - Approval granted to install a roll-out retractable shade cover in colour to match the exterior and fencing colour provided all associated costs are the responsibility of the unit. **UNANIMOUS**

**6/2/2019**      **Tool shed** - Approval granted to install a tool shed in backyard similar in colour to the fencing provided all associated costs are the responsibility of the unit. **UNANIMOUS**

**6/2/2019**      **Roller shutters** - Approval granted to install roller shutters to match the exterior rendering and wall colour provided all associated costs are the responsibility of the unit. **UNANIMOUS**

**6/2/2019**      **Crime safe screens in windows** - Approval granted to install black coloured crime safe screens in toilet window and bathroom window provided all associated costs are the responsibility of the unit. **UNANIMOUS**

**6/2/2019**      **Security doors** - Approval granted to install security doors at the front and rear entrance of the house to match the exterior wall paint provided all associated costs are the responsibility of the unit. **UNANIMOUS**

### **14/3/2018**      **Corporation files and Correspondence - Archive Collection**

It was agreed that at no additional cost to the Corporation, all records falling outside of the below regulation be destroyed by Adcorp Property Group within 28 days from the date of this meeting.

#### **COMMUNITY TITLES REGULATIONS 2011 - REG 23**

*23- Records (sections 136 and 137 of Act)*

*(1) Documents of the following kinds must be kept by community corporations:*

*(a) receipts for the expenditure of money;*

*(b) passbooks, deposit books and all other documents providing evidence of the deposit or investment of money;*

*(c) ADI statements and all other documents providing evidence of dealing with money invested or on deposit.*

*(2) All documents and records kept by a corporation must be kept in an orderly manner to enable them to be found easily for the purposes of inspection or copying.*

*(3) The following periods are prescribed under sections 136 and 137(2) of the Act as the period for which a corporation must keep its records and documents:*

*(a) minutes of meetings-30 years;*

*(b) accounting records -7 years;*

*(c) any statements of account-7 years;*

*(d) notices or orders served on the corporation-7 years;*

*(e) correspondence-7 years;*

*(f) notices of meetings-7 years.*

**UNANIMOUS**

### **18/07/2017**      **Raise funds by special levy**

It was resolved to authorise the Body Corporate Manager to raise additional funds when necessary to meet necessary expenses by special levy on demand without further reference to the Strata Corporation. **UNANIMOUS**

### **18/07/2017**      **Debt Collection for outstanding levies and contributions**

It was agreed that a debt against a unit holder will be given to a debt collection agency to recover, and all costs incurred for collecting outstanding debts (including disbursements, court fees, debt collectors fees and Adcorp Property Groups legal action charges and all other costs and charges) will be debited against the unit from which the debt is pursued as an amount due and owing to the corporation. **UNANIMOUS**

**AMENDMENTS, APPROVALS, SPECIAL RESOLUTIONS. Community Corporation 25781 INC.**

<b>Date</b>	<b>Special Resolution / Amendment / Approval</b>
-------------	--

<b>18/07/2017</b>	<b>Bank charges charged to owners where searches are required to determine origin of unidentified monies</b>
-------------------	--

That Adcorp Property Group Pty. Ltd. be granted consent after a period of 4 months to conduct, and charge to the individual owner a bank search to determine origin of unidentified monies being held in trust by Adcorp Property Group Pty. Ltd. Definite Proof of payment will need to be provided should an owner wish to verify funds held prior to a search being completed. **UNANIMOUS**

<b>23/07/2020-</b>	<b>Rescind sinking fund levy for external painting</b>
--------------------	--

The corporation resolved by unanimous resolution to rescind the sinking fund agreed to at the meeting held 05/02/2020 and all external painting works. Each individual owner be responsible for their external painting accordingly as per the by-laws. The amount of the sinking contribution remain as \$1000 as agreed at the 2018 Annual General Meeting and funds paid up to date will be credited to the owners lot.

## **ANNEXURE 'A' TO SECTION S139 STATEMENTS DISCLAIMER**

Adcorp Property Group advise that alterations to the unit may have been completed without the knowledge or consent of the Strata or Community Corporation or their unit holders. In Accordance with section 29 of the strata titles act, and the by-laws of the community corporation structural alterations or alterations which alter the external appearance of the corporation (front or rear) need the consent of the corporation.

Any alteration that changes the character or description needs prior consent of the body corporate. Any additional building to the units or change of use must be reflected on the strata or community plan. In other words, the strata or community plan should be amended to reflect the true description of the buildings.

Therefore, if the unit or lot being sold is not accurately reflected on the strata or community plan you are advised to make further inquiries with the vendor or their representative. We do not guarantee the accuracy of the section 41 statement or section 139 statements in this respect, and advise you to make sufficient inquiries before acting.

You are advised that the insurance cover on the complex may not be adequate and you should make further inquiries to satisfy yourself regarding this matter. Future liabilities may not necessarily be funded, as strata or community lot contributions may not cover expected or future contingent liabilities.

The articles and bylaws bind owners, including any resolutions regarding the strata or Community Corporation's policy on the keeping of animals. Anyone who wishes to keep an animal must ensure that approval has been given **PRIOR** to signing a contract as many strata and community corporations do not allow animals.

If approval has been granted for solar panels a certificate must be sent to the Body Corporate Managers certifying that the roof can sustain the solar panels. A purchaser should sight a copy to avoid potential liability.

This is the annexure marked 'A' referred to in the section 139 statement regarding:

**COMMUNITY CORPORATION: 25781**

**ADDRESS: 1/50 Seaton Terrace, Seaton, SA 5023**

**DATE: June 13, 2024**



## **CONVEYANCING NOTICE**

Vendor/s Name \_\_\_\_\_

### **New Owner Notification**

Name: \_\_\_\_\_

Strata Corporation / Community Corporation No \_\_\_\_\_

Unit/ Lot \_\_\_\_\_ Settlement Date \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

Mobile \_\_\_\_\_ Home \_\_\_\_\_ Work \_\_\_\_\_

Email: \_\_\_\_\_

**Owner Occupied / Rental Unit (Please Circle) If Rental, please complete below**

Rental Manager / Agent \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

Mobile \_\_\_\_\_ Office \_\_\_\_\_ Email \_\_\_\_\_

\_\_\_\_\_

Purchaser/s Conveyancer: \_\_\_\_\_

Address \_\_\_\_\_ Postcode \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Vendor/s Conveyancer: \_\_\_\_\_

Address \_\_\_\_\_ Postcode \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**\*ANY OUTSTANDING ACCOUNTS MUST BE FINALISED AT SETTLEMENT\***

Please email [strata.admin@adcorpgroup.com.au](mailto:strata.admin@adcorpgroup.com.au) to order a financial search if needed.

Please complete & return this form to Adcorp Property Group [strata.admin@adcorpgroup.com.au](mailto:strata.admin@adcorpgroup.com.au)

## Notice of **Annual General Meeting** for Community Corporation 25781 Inc 50 Seaton Terrace, SEATON SA 5023

Following instruction, and in accordance with the Act, the next meeting of your corporation is to be held as follows:

DATE: **Thursday, 15 February 2024**  
TIME: **05:00 PM**  
VENUE: **Adcorp Property Group, 231 Greenhill Road, Dulwich SA 5065**

**\*\*WE ENCOURAGE ALL OWNERS TO PROVIDE THEIR COMPLETED PROXY PRIOR TO THE COMMENCEMENT OF THE MEETING\*\***

Alternatively please join this meeting from your computer, tablet or smartphone.

**CC25781 Annual General Meeting**  
**Feb 15, 2024, 5:00 - 6:00 PM (Australia/Adelaide)**

Please join my meeting from your computer, tablet or smartphone.  
<https://meet.goto.com/823191685>

### **OR**

You can also dial in using your phone.  
Access Code: 823-191-685  
Australia: +61 2 8355 1050

Get the app now and be ready when your first meeting starts:  
<https://meet.goto.com/install>

Agenda items as follows:

- 1 ATTENDANCE**  
No business can transact at a General Meeting unless a quorum is present.
- 2 QUORUM**  
Except where a unanimous resolution is required, a vote is not exercisable unless all amounts due and payable to the strata corporation in respect of the unit have been paid.
- 3 OFFICE BEARERS**  
That a Presiding Officer, Secretary & Treasurer be appointed in accordance with the Act.
- 4 MANAGEMENT COMMITTEE**  
That the number of members of the management committee be determined, and that the members of the Management Committee be elected.
- 5 MINUTES**  
That the Minutes of the previous meeting 15/2/2023 having been circulated and read be adopted.
- 6 MATTERS ARISING**  
Matters arising from the previous minutes
- 7 INSURANCE**  
*\*\*A Community Corporation must keep all common infrastructure and improvements on the site insured to their replacement value, hold insurance cover for liability and fidelity guarantee.*

## **Lot Owners Insurance**

*\*\* to remind all owners that it is an owners responsibility to adequately insure their property for replacement and liability in line with the by laws*

## **8 FINANCIAL REPORT**

That the financial reports as tabled for the period ending 31/12/2023 be adopted.

*\*\*Should you have any queries regarding the financial information and balance sheet provided please contact the body corporate manager prior to the meeting to ensure any additional information that may be required is available prior to or at the meeting.*

*\*\*The Trust Account Audit has been carried in accordance with legislation. Report available upon request.*

## **9 APPOINTMENT OF BODY CORPORATE MANAGER**

That Adcorp Property Group be appointed to assist the Corporation as detailed within the attached service agreement for the coming year.

## **10 REPAIRS AND MAINTENANCE**

That the following maintenance items be considered:

### **Sump Pump Service**

**Termites** - Owners are asked to be vigilant and report any new activity to the Body Corporate Manager.

## **11 PROJECTED MAINTENANCE**

That in accordance with the Act, a longer-term forward budget for maintenance and capital works be considered and adopted.

## **12 BUDGET & CONTRIBUTION AMOUNTS**

### **Administration Fund**

That in accordance with the Act, the attached proposed administrative fund contribution amount totalling **7,500.00** be considered and adopted.

### **Sinking Fund**

That in accordance with the Act, the attached proposed sinking fund contribution amount totalling **800.00** be considered and adopted.

## **13 BY LAWS (approvals & policies)**

To remind Owners, that the Bylaws and policies of the Body Corporate are binding on the corporation, its owners, occupiers, and invitees to the complex.

## **14 OTHER BUSINESS**

To remind all Owners of the following resolutions previously adopted by the Corporation.

- Corporation records to be destroyed in line with COMMUNITY TITLES REGULATIONS 2011 - REG 23
- Special Levy Authority
- Interest charges apply to contributions more than 30 days overdue (15% p.a)
- Authority to appoint debt collectors to recover debts at the cost of the relevant debtor
- Bank charges will be levied against owners where search fees are required to determine the origin of unidentified monies
- Contractors must have current insurances and appropriate licenses

Owners are reminded to ensure that contact details and method of delivery are kept up to date at all times and are requested (if convenient) to receive correspondence electronically.

## **15 DATE OF NEXT MEETING**

## **16 MEETING CLOSE**

*Please contact Adcorp Property Group on 8361 3333 or bodycorporate5@adcorpgroup.com.au if you have any questions about this notice*

*We recommend that you bring this notice with you to the meeting. If you cannot attend the meeting and you wish to cast a vote, please complete the enclosed proxy form and return it to our office prior to the commencement of this meeting.*

### **Andrea Pearsons**

8361 3333

bodycorporate5@adcorpgroup.com.au

Body Corporate Manager

**Adcorp Property Group**

**PROXY FORM**  
**for Community Corporation 25781 Inc**  
50 Seaton Terrace, SEATON SA 5023

***\*\*This page must be returned to Adcorp Property Group Pty Ltd either by fax 08 8139 2300, or mailed to 231 Greenhill Road Dulwich SA 5065 or emailed to bodycorporate5@adcorpgroup.com.au\*\****

I / We \_\_\_\_\_ being the registered owner of Unit \_\_\_\_\_.

hereby nominate \_\_\_\_\_ to vote on my behalf, or failing him/her, appoint a representative of Adcorp Property Group Pty Ltd; to vote as per below instruction or failing that as they see fit for the following meeting of the corporation or any adjournment of this meeting.

DATE: **Thursday, 15 February 2024**  
TIME: **05:00 PM**  
VENUE: **Adcorp Property Group, 231 Greenhill Road, Dulwich SA 5065**

Instructions as followed:

Resolutions **in favour of:**

.....

.....

.....

.....

Resolutions **against:**

.....

.....

.....

.....

OTHER INSTRUCTIONS (IF ANY):.

.....

.....

.....

.....

Signature .....

Unit No. .... Dated .....

*NOTE: owners are bound by any decision made at a meeting, including levy raising and commitments for expenditure for the Corporation.*

**LOT OWNER EMAIL CONTACT DETAILS**

**STRATA CORPORATION NO 25781**

**Lot / Unit number.....**

**\*\*\*PLEASE COMPLETE ALL SECTIONS\*\*\***

- 1. LEVIES to be forwarded to: (to be sent either to your own email address or your agent's email address)**

**My / our email address**

**Email .....**

**My / our agent/representative email address**

**Email .....**

- 2. AGENDAS, MINUTES & NOTICES to be forwarded to: (to be sent either to your own email address or your agent's email address)**

**Send to my / our email address**

**Email ..... or**

**to Send to my / our agent/representative email address**

**Email .....**

- 3. GENERAL CORRESPONDENCE to be forwarded to:**

**My / our email address**

**Email ..... or to**

**My / our agent/representative email address**

**Email .....**

- 4. PLEASE ADVISE CONTACT DETAILS FOR YOUR PROPERTY MANAGER IF APPLICABLE:**

**Property Manager's name ..... Phone .....**

\_\_\_\_\_  
**Signature of owner/s**

\_\_\_\_\_

**Lot / Unit number** \_\_\_\_\_

**Date** \_\_\_\_\_ / \_\_\_\_\_ / 2.....

***DISCLAIMER: Adcorp Property Group Pty Ltd takes no responsibility should you not ensure that your current email address is on file at all times. Failure to notify may result in overdue levies and initiate the arrears process.***

## **BODY CORPORATE MANAGER AGREEMENT**

THIS AGREEMENT made this Thursday, 15 February 2024.

BETWEEN the BODY CORPORATE 25781 (herein called 'the body corporate') of the one part and ADCORP PROPERTY GROUP PTY LTD (ABN 21097289435) (herein called 'the Manager') of the second part -

### **WHEREAS**

- (A) The body corporate has resolved to appoint the Manager as its Body Corporate Manager pursuant to the Community Titles Act 1996 (as amended) / Strata Titles Act 1988 (as amended) (herein called "the Act") and to authorise to it certain powers, authorities, duties and functions as hereafter set forth; and
- (B) The Manager has agreed to accept such appointment and authorisation upon and subject to the terms and conditions hereinafter provided -

### **NOW THIS AGREEMENT WITNESSES as follows:**

1. In exercise of the powers conferred upon it by the Act and in pursuance of a resolution of a general meeting of the body corporate passed Thursday, 15 February 2024, the body corporate hereby appoints the Manager as its Body Corporate Manager for a term of one year commencing on the Thursday, 15 February 2024 and finalising on 16 February 2025 or such date as the following AGM is convened, whichever is the latter.

### **SERVICES TO BE PROVIDED**

2. The Manager agrees to act as Body Corporate Manager of the body corporate upon and subject to the said terms, conditions and provisions and as such Manager to exercise, as may be necessary or desirable in the assessment of the Manager and subject to any directions from time to time of the committee of the body corporate the powers, authorities, duties and functions hereby authorised.

The Body Corporate acknowledges that the Manager is only qualified to give factual information and advice about insurance in their capacity as a distributor or representative and general information and advice about insurance in their capacity as an authorised representative to the Body Corporate and is not qualified or licensed to give personal or specific insurance advice.

In the event that the Body Corporate requires that the Manager provide specialist insurance advice in the course of providing the Services, the Manager will refer the Body Corporate to the insurance advisor (which the Body Corporate acknowledges and agrees may be an associate or affiliate of the Manager, as disclosed in this agreement or at a meeting of the Corporation). The Corporation will include fidelity guarantee insurance, covering the risk of theft or fraud of the Corporation's funds by the manager or other persons authorised to handle the funds. The amount of cover is prescribed to be the maximum total balance of the Corporation's bank accounts at any time in the past three years or \$50,000, whichever is higher. The Manager confirms Professional Indemnity is held to the limit detailed in Schedule Two.

3. The body corporate in pursuance of the said resolution and in accordance with the Act hereby authorises to the Manager for the duration of the Manager's appointment under this agreement all the powers, authorities, duties and functions of the body corporate and its committee and the Presiding Officer, Secretary and Treasurer of the committee and the body corporate, and the power to make a delegation under the Act.
4.
  - (a) For the term of the Agreement, the body corporate shall pay the Manager a Management Fee and rates for service as detailed in Schedule One for the performance of the duties hereunder, payable monthly.
  - (b) The Manager shall be entitled to reimbursement payable monthly in advance for all disbursements in respect of the body corporate's administration which disbursements shall include such items such as printing, telephone, postage, & photocopies, as quoted at the AGM and set in Schedule One and reviewed by agreement at the following AGM of the Corporation.
  - (c) In addition to the fees and disbursements herein provided for, the Manager shall be entitled to receive the amount received in respect of Corporate Statements pursuant to Section 139 (Community Titles Act 1996 (as amended)) and Section 41 (Strata Titles Act 1988 (as amended)).
5. The Manager shall subject to the control and the supervision of the Presiding Officer or committee provide the following services for the body corporate:
  - (a) Assist the Presiding Officer, Secretary and Treasurer of the body corporate and assist in the duties specified by the Act in respect of those offices;
  - (2) Arrange as required by the body corporate normal day to day maintenance, repair and replacement of the common property and personal property vested in the body corporate but excluding any

- special attendance at the complex for this purpose;
- (3) Arrange and attend the Annual General Meeting during any yearly period and other duly convened meetings;
  - (4) Prepare and post or email notices, including notices of meetings and notices levying maintenance contributions;
  - (5) Act as Chairman if requested of any meeting of the body corporate or its committee;
  - (6) Ensure that the insurances are effected and promptly renewed in accordance with the Act and make necessary claims;
  - (7) Keep any wage, income tax or other records required by any law from time to time in respect of any employees or contractors of the body corporate and complete and submit any statutory returns in respect thereof;
  - (8) Arrange for the submission of the required Income Tax Return on behalf of the body corporate and appoint Adcorp Property Group Pty Ltd's nominated tax agent as the public officer of the body corporate;
  - (9) Disburse monies in accordance with the Act and the terms of the agreement;
  - (10) Maintain the records of the body corporate as required by law which is available to other owners on request;
  - (11) Prepare as necessary budgets and reports and keep all records necessary to facilitate such preparation;
  - (12) Provide, as far as is reasonable, general advice and assistance to the body corporate and members of the committee;
  - (13) Have possession of and care of the records and documents of the body corporate in accordance with the Act;
  - (14) Implement credit control procedures in respect of maintenance contributions and advice regarding recovery as instructed by the Body Corporate;
  - (15) Have custody of the common seal and attest its affixation for the purpose of exercising or performing any of the powers, authorities, duties and functions conferred or imposed by the terms of this agreement;
  - (16) Raise Administration Fund Levies and Sinking Fund Levies and any additional Special Levies as determined by the Body Corporate;
  - (17) To collect and hold all levies, interest and any other income in the Manager's trust account;
  - (18) To arrange an annual audit of the Manager's trust account;
  - (19) Generally implement the decisions of the body corporate and its committee but not so as to impose any obligation on the Manager which is not intended to fall under Clause 5 of this agreement;
6. All directions or instructions that are given by the body corporate to the Manager pursuant to this Agreement shall only be given by one person who shall from time to time by duly nominated and authorised in writing in that behalf by the Committee of the body corporate. In the event of no such nomination then it shall be by the Presiding Officer or Secretary as appointed in General Meeting of the body corporate.
  7. In the event that the Manager is required to perform or carry out any service additional to those set out in Clause 5 hereof then the body corporate agrees to remunerate the Manager in accordance with the attached schedule.
  8. Within the Term:
    - (a) The Body Corporate may, without prejudice to any other rights it may have, terminate this Agreement within the Term by giving the Manager twenty eight (28) days' notice in writing or upon the happening of any one or more of the following events:-
      - (i) the Manager is in breach of the Act, or this Agreement and the Body Corporate has notified the Manager in writing of such breach and the breach has continued for a period of one (1)

month after this notice;

(ii) the Manager is wound up or is presented with a petition for its winding up or resolves to go into liquidation or enters into a scheme of arrangement (other than for the purpose of reconstruction or amalgamation).

(b) The Manager may, without prejudice to any other rights it may have, terminate this Agreement within the Term by giving at least twenty eight (28) days written notice of termination to the Body Corporate.

9. Save in the event of default by the Manager, the Body Corporate will indemnify and hold indemnified the Manager from and against all actions, claims, demands, losses, costs, damages and expenses (including without limitation reasonable legal costs on a solicitor and own client basis) properly incurred by the Manager in carrying out its duties and obligations hereunder or as instructed by the Body Corporate from time to time.

#### (10) GOODS AND SERVICES TAX

##### 10.1 Construction

In this clause 10:

- (a) words and expressions which are not defined in this agreement but which have a defined meaning in GST Law have the same meaning as in the GST Law; and
- (b) GST Law has the same meaning given to that expression in the New Tax System (goods and services Tax) Act 1999

##### 10.2 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this agreement are exclusive of GST.

##### 10.3 Payment of GST

If GST is payable by a supplier or by the representative member for a GST group of which the supplier is a member, on any supply made under this agreement, the recipient will pay to the supplier an amount equal to the GST payable on the supply

##### 10.4 Timing of GST payment

The recipient will pay the amount referred to in clause 10.3 in addition to and at the same time that the consideration for the supply is to be provided under this agreement

##### 10.5 Tax invoice

The supplier must deliver a tax invoice or an adjustment note to the recipient before the supplier is entitled to payment of an amount under clause 10.03. The recipient can withhold payment of the amount until the supplier provides a tax invoice or an adjustment note, appropriate.

##### 10.6 Adjustment event

If an adjustment event arises in respect of a taxable supply made by a supplier under this agreement, the amount payable by the recipient under clause 10.3 will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.

##### 10.7 Reimbursement

Where a party is required under this agreement to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and
- (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

#### 11. BODY CORPORATE BANK ACCOUNT

The Body Corporate hereby authorises the Manager to access the funds in the Body Corporate Bank Account to:

- 11.1 pay all invoices and accounts issued by the Manager to the Body Corporate in accordance with clause 6; and
- 11.2 pay all invoices, accounts, expenses and liabilities properly incurred by the Body Corporate, including for goods and services provided by third parties to the Body Corporate.

#### 12. ASSIGNMENT

Subject to any requirement to the contrary in the Act, nothing in this agreement shall restrict:

- 12.1 the Manager from assigning this agreement; or
- 12.2 from delegating any of its duties under this agreement, to a third party without the prior approval of the Body Corporate. The Manager shall provide written notice of any assignment of this agreement or delegation pursuant to this agreement.

#### 13. DISCLOSURE BY THE MANAGER

In the provision of the Services, the Manager proposes to have the Body Corporate enter into contracts with providers of:

- (a) repair and maintenance services;



- (b) insurance services and
  - (c) other services, as required.
- 13.1 Details of the relationship between the Manager and the providers of repair and maintenance services, the providers of insurance services and the providers of any other Services (if any) are disclosed in Schedule two.
- 13.2 Details of the commissions (if any) which the Manager is entitled to receive pursuant to arrangements it has with the providers of repair and maintenance services, the providers of insurance services and the providers of other Services referred to in clause 13.1 are disclosed in Schedule Two.
- 13.3 The Body Corporate acknowledges and agrees that it made its decision to enter into this agreement, and into the contracts with the providers of repair and maintenance services, the providers of insurance services and the providers or any other Services, after having been given this agreement in writing and in particular the disclosures provided by the Manager.

## **SCHEDULE 1.20**

Management fee for the group is \$1,601.00 per annum inclusive of GST.

Additional costs are:-

- 1) Cost disbursements \$5.50 per unit per month (inclusive of GST), which includes but is not exclusive of preparation and sending of correspondence, IT storage, software costs, internet costs, phone calls, hard copies,
- 2) Audit and preparation fees will be charged at the rate of \$18.50 per unit (inclusive of GST); a \$185.00 (inclusive of GST) minimum fee applies for the corporation,
- 3) Tax agent return fee & collation of tax data fee \$190.00 (inclusive of GST) per strata/community corporation,
- 4) BAS tax return fee & collation of tax data fee \$190.00 per quarter (inclusive of GST) per strata/community corporation where BAS is applicable,
- 5) Obtain Tax File number and ABN from the ATO, fee \$55.00 if applicable,
- 6) A Meeting fee of \$165.00 (inclusive of GST) will be charged for the first hour (60 minutes) of the Annual General Meeting between 9am and 5pm or \$220.00 (inclusive of GST) for meetings commencing 5pm onwards. An additional fee of \$41.25 (inclusive of GST) for every 15 minutes following the first hour applies,
- 7) Additional meetings including Adjourned and Reconvened Meetings are charged at \$165.00 (inclusive of GST) for meetings commencing between 9am and 5pm or \$220.00 (inclusive of GST) for meetings commencing after 4pm,
- 8) All Bank charges and fees, govt tax and charges, legislation compliance costs \$3.50 per month (inclusive of GST) per corporation,
- 9) The initial site visit is included in the Management Fee. Subsequent or additional site visits requested by the Strata Corporation or by an owner are charged to the strata corporation or the owner at \$165.00 (inclusive of GST) per visit, plus \$0.74 cents per kilometre if outside the Adelaide Metropolitan area.
- 10) Financial reports (other than at AGM) \$55.00 (inclusive of GST) per report,
- 11) Management Fees and Disbursements fall due each month and are deducted each month, for the term of the agreement or until such time as the corporation's records are handed over,
- 12) Debt Collection: All costs and fees incurred collecting outstanding debts (including disbursements, court fees, debt collectors fees and Adcorp Property Group's legal action charges and all other costs and charges) will be debited against the unit from which the debt is pursued,
- 13) Overdue notices:- (a) Stage 1 debt recovery administration fee of \$22.00 (inclusive of GST), (b) Stage 2 debt recovery administration fee of \$27.50 (inclusive of GST), (c) Stage 3 debt recovery administration fee of \$33.00 (inclusive of GST), (d) interest is charged at a monthly rate on overdue levies and debts after 30 days from due date calculated at a rate based on 15 % per annum, or as per the By-Laws.
- 14) Legal action charges - all court charges and fees and any costs awarded by the court,
- 15) Attendance in court by Adcorp Property Group, including preparation, \$220.00 per hour (inclusive of GST) per Adcorp Property Group representative,
- 16) Any additional / other services requested by the body corporate will involve a fee of \$220.00 inclusive of GST per hour or some other fee as negotiated between the Manager and the Corporation and 33c per page of photocopies (inclusive of GST) for printing of extraordinary pages,
- 17) Exit fee of \$330.00 (inclusive of GST) is charged at the termination of the management and the closing of the books of a corporation,
- 18) Fencing Notice service fee \$110.00 (inclusive of GST) for each Form Notice served.
- 19) Strata/Community Plans are charged at the LTO cost. Additional plans requested by specific owners are charged to that owner. Additional LTO Searches are charged at \$22.00 per search.
- 20) Section 139 Searches are charged at \$66.00 for a 5 day turnaround. An **urgent** Section 139 Search is charged at \$93.50 for 24 hour turn around if ordered by 2.00pm. Financial Searches only are charged at \$27.50. Company Title Searches are charged at \$550.00 with 5 day turnaround.
- 21) Insurance claims where Adcorp Property Group is not the agent are charged at \$275.00 per claim.
- 22) Term deposit set up costs are charged at bank cost plus GST if applicable
- 23) Writing/re-writing of By-Laws are charged at the cost of conveyancer or lawyer plus GST if applicable
- 24) Re-writing Strata Articles charged at \$165.00 per hour

25) LTO Lodgement of documents are charged at the LTO cost plus GST if applicable.

## SCHEDULE TWO

- 1) Adcorp Property Group Pty Ltd is an authorised representative of CHU Underwriting Agencies Pty Ltd and an agent of the insurers QBE Insurance (Australia) Ltd and receives a fee/commission from the Insurer for placing the insurance.
- 2) Adcorp Property Group Pty Ltd is an authorised distributor for Strata Unit Underwriters (SUU) and receives a fee/commission from the Insurer for placing the insurance.
- 4) Adcorp Property Group Pty Ltd is an authorised distributor for Strata Community Insurance (SCI) and receives a fee/commission from the Insurer for placing the insurance.
- 5) The Body Corporate Manager does not receive any fee or commission from any contractor engage on behalf of the Corporation.
- 6) Professional Indemnity cover is held by Adcorp Property Group Pty Ltd to a limit of \$10,000,000

IN WITNESS WHEREOF the parties have hereunto executed this agreement.

BODY CORPORATE 25781 INC. on the Thursday, 15 February 2024 by the persons authorised by the Body Corporate and Community Titles Act 1996 / Strata Titles Act 1988

AND

Adcorp Property Group Pty Ltd

FOR: BODY CORPORATE

\_\_\_\_\_

Authorised Representative

FOR: ADCORP PROPERTY GROUP PTY LTD

\_\_\_\_\_

Corporate Manager

## **ANNUAL REPORTS**

**for the financial year to 31/12/2023**

**Community Corporation 25781**

**50 Seaton Terrace, SEATON SA 5023**

Manager: Andrea Pearsons

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## Insurance

**as at 31/12/2023**

Community Corporation 25781

50 Seaton Terrace, SEATON SA 5023

Policy No. ST502727 CHU Underwriting Agencies Pty Ltd

Type: Common  
Property Broker:

Premium: \$1,830.71 Paid on: 11/04/2023 Policy start date: 20/05/2023 Next due: 20/05/2024

<i>Cover</i>	<i>Sum insured</i>	<i>Excess</i>
Common Property	\$150,000.00	\$500.00
Public Liability	\$20,000,000.00	\$500.00
Fidelity Guarantee	\$100,000.00	\$500.00
Voluntary Workers	\$200,000/2000	\$500.00

Last valuation done on 28/02/2023

Insurance valuation \$150,000.00

## Balance Sheet

### As at 31/12/2023

Community Corporation 25781 Inc

50 Seaton Terrace, SEATON SA 5023

#### Current period

#### Owners' funds

##### Administrative Fund

Operating Surplus/Deficit--Admin	424.55
Owners Equity--Admin	3,446.19
	<u>3,870.74</u>

##### Sinking Fund

Operating Surplus/Deficit--Sinking	(4,765.67)
Owners Equity--Sinking	6,921.83
	<u>2,156.16</u>

#### Net owners' funds

**\$6,026.90**

#### Represented by:

#### Assets

##### Administrative Fund

Cash at Bank--Admin	3,870.82
	<u>3,870.82</u>

##### Sinking Fund

Cash at Bank--Sinking	2,156.16
	<u>2,156.16</u>

##### Unallocated Money

0.00

##### Total assets

6,026.98

#### Less liabilities

##### Administrative Fund

0.00

##### Sinking Fund

0.00

##### Unallocated Money

0.00

##### Total liabilities

0.00

#### Net assets

**\$6,026.98**

**Income/Expenditure Statement**  
**for the financial year**  
**to 31/12/2023**

Community Corporation 25781 Inc

50 Seaton Terrace, SEATON SA 5023

**Administrative Fund**

**Current period**

01/01/2023-31/12/2023

**Revenue**

Interest on Arrears--Admin	8.88
Interest--Bank	85.93
Levies Due--Admin	5,325.00
<i>Total revenue</i>	<u>5,419.81</u>

**Less expenses**

Admin--Agent Disbursements	259.80
Admin--Auditors--Audit Services	185.00
Admin--Auditors--Taxation Services	190.00
Admin--Bank Charges	41.00
Admin--Management Fees--Standard	1,574.38
Admin--Meeting Fee	261.25
Insurance--Premiums	1,873.21
Insurance--Valuation	265.00
Utility--Electricity	345.62
<i>Total expenses</i>	<u>4,995.26</u>

**Surplus/Deficit**

424.55

Opening balance 3,446.19

**Closing balance**

**\$3,870.74**

**Sinking Fund****Current period**

01/01/2023-31/12/2023

**Revenue**

Interest on Arrears--Sinking 1.32

Levies Due--Sinking 800.00

*Total revenue* 801.32**Less expenses**

Maint Bldg--Plumbing &amp; Drainage 5,566.99

*Total expenses* 5,566.99**Surplus/Deficit**

(4,765.67)

Opening balance 6,921.83

**Closing balance****\$2,156.16**

**Detailed Expenses**  
**for the financial year**  
**from 01/01/2023 to 31/12/2023**

**Community Corporation 25781 Inc**

**50 Seaton Terrace, SEATON SA 5023**

Date	Details	Payee	Amount	Status	Type	Ref.No.	Payment No.
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**Administrative Fund**

**Admin--Agent Disbursements 153800**

25/01/2023	Disbursements January 2023	Adcorp Property Group Pty	17.80	Paid	DE		008178
24/02/2023	Disbursements February 2023	Adcorp Property Group Pty	22.00	Paid	DE		008436
29/03/2023	Disbursements March 2023	Adcorp Property Group Pty	22.00	Paid	DE		008688
26/04/2023	Disbursements April 2023	Adcorp Property Group Pty	22.00	Paid	DE		008890
29/05/2023	Disbursements May 2023	Adcorp Property Group Pty	22.00	Paid	DE		009193
27/06/2023	Disbursements June 2023	Adcorp Property Group Pty	22.00	Paid	DE		009461
26/07/2023	Disbursements July 2023	Adcorp Property Group Pty	22.00	Paid	DE		009713
30/08/2023	Disbursements August 2023	Adcorp Property Group Pty	22.00	Paid	DE		010013
27/09/2023	Disbursements September 2023	Adcorp Property Group Pty	22.00	Paid	DE		010254
26/10/2023	Disbursements October 2023	Adcorp Property Group Pty	22.00	Paid	DE		010519
28/11/2023	Disbursements November 2023	Adcorp Property Group Pty	22.00	Paid	DE		010793
14/12/2023	Disbursements December 2023	Adcorp Property Group Pty	22.00	Paid	DE		010986

**\$259.80**

**Admin--Auditors--Audit Services 150800**

02/05/2023	Audit fees May 2023	Adcorp Property Group Pty	185.00	Paid	DE		008952
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**\$185.00**

**Admin--Auditors--Taxation Services 150900**

26/07/2023	Tax information preparation July 2023	Adcorp Property Group Pty	100.00	Paid	DE		009713
26/09/2023	Tax return for 30/06/2023	MRT Accounting &	90.00	Paid	DE	406	010291

**\$190.00**

**Admin--Bank Charges 151400**

25/01/2023	Bank fees January 2023	Adcorp Property Group Pty	2.50	Paid	DE		008178
24/02/2023	Bank fees February 2023	Adcorp Property Group Pty	3.50	Paid	DE		008436
29/03/2023	Bank fees March 2023	Adcorp Property Group Pty	3.50	Paid	DE		008688
26/04/2023	Bank fees April 2023	Adcorp Property Group Pty	3.50	Paid	DE		008890
29/05/2023	Bank fees May 2023	Adcorp Property Group Pty	3.50	Paid	DE		009193
27/06/2023	Bank fees June 2023	Adcorp Property Group Pty	3.50	Paid	DE		009461
26/07/2023	Bank fees July 2023	Adcorp Property Group Pty	3.50	Paid	DE		009713
30/08/2023	Bank fees August 2023	Adcorp Property Group Pty	3.50	Paid	DE		010013
27/09/2023	Bank fees September 2023	Adcorp Property Group Pty	3.50	Paid	DE		010254
26/10/2023	Bank fees October 2023	Adcorp Property Group Pty	3.50	Paid	DE		010519
28/11/2023	Bank fees November 2023	Adcorp Property Group Pty	3.50	Paid	DE		010793
14/12/2023	Bank fees December 2023	Adcorp Property Group Pty	3.50	Paid	DE		010986

**\$41.00**

**Admin--Management Fees--Standard 154000**

25/01/2023	Standard Management Fee January 2023	Adcorp Property Group Pty	124.25	Paid	DE		008178
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**Community Corporation 25781 Inc****50 Seaton Terrace, SEATON SA 5023**

Date	Details	Payee	Amount	Status	Type	Ref.No.	Payment No.
24/02/2023	Standard Management Fee February 2023	Adcorp Property Group Pty	131.83	Paid	DE		008436
29/03/2023	Standard Management Fee March 2023	Adcorp Property Group Pty	131.83	Paid	DE		008688
26/04/2023	Standard Management Fee April 2023	Adcorp Property Group Pty	131.83	Paid	DE		008890
29/05/2023	Standard Management Fee May 2023	Adcorp Property Group Pty	131.83	Paid	DE		009193
27/06/2023	Standard Management Fee June 2023	Adcorp Property Group Pty	131.83	Paid	DE		009461
26/07/2023	Standard Management Fee July 2023	Adcorp Property Group Pty	131.83	Paid	DE		009713
30/08/2023	Standard Management Fee August 2023	Adcorp Property Group Pty	131.83	Paid	DE		010013
27/09/2023	Standard Management Fee September 2023	Adcorp Property Group Pty	131.83	Paid	DE		010254
26/10/2023	Standard Management Fee October 2023	Adcorp Property Group Pty	131.83	Paid	DE		010519
28/11/2023	Standard Management Fee November 2023	Adcorp Property Group Pty	131.83	Paid	DE		010793
14/12/2023	Standard Management Fee December 2023	Adcorp Property Group Pty	131.83	Paid	DE		010986
			<b>\$1,574.38</b>				
<b>Admin--Meeting Fee 154200</b>							
21/02/2023	AGM Fee 15/02/23	Adcorp Property Group Pty	220.00	Paid	DE		008436
21/02/2023	Additional Meeting Time	Adcorp Property Group Pty	41.25	Paid	DE		008436
			<b>\$261.25</b>				
<b>Insurance--Premiums 159100</b>							
07/03/2023	Adjustment Note	CHU Underwriting Agencies	42.50	Paid	DE	1396955	008523
31/03/2023	Insurance Renewal 20/05/23 - 20/05/24	CHU Underwriting Agencies	1,830.71	Paid	DE	1944724	008726
			<b>\$1,873.21</b>				
<b>Insurance--Valuation 159200</b>							
01/03/2023	Insurance Valuation	McLean Gladstone Pty Ltd	265.00	Paid	DE	8076	008485
			<b>\$265.00</b>				
<b>Utility--Electricity 190200</b>							
03/02/2023	Public lighting to 24/01/23	AGL	83.25	Paid	Chq	16/02/23	000557
28/04/2023	Public lighting to 26/04/23	AGL	85.78	Paid	Chq	17/05/23	000585
27/07/2023	Public lighting to 25/07/23	AGL	85.82	Paid	Chq	14/08/23	000622
26/10/2023	Public lighting to 24/10/23	AGL	90.77	Paid	Chq	13/11/23	000670
			<b>\$345.62</b>				
<b>Total expenses</b>			<b>\$4,995.26</b>				

Where an invoice status is Paid and no payment number is displayed the payment has been made outside of the reporting period.

Sinking Fund							
Maint Bldg--Plumbing & Drainage 272200							
18/05/2023	Sump Pump Repair	Blue Water Plumbers	835.99	Paid	DE	18996	009109
15/06/2023	Replace storm water sump pump	Blue Water Plumbers	2,658.60	Paid	DE	20209	009414
19/07/2023	Stormwater Sump pump replacement	Blue Water Plumbers	2,072.40	Paid	DE	20680	009665
			\$5,566.99				
Total expenses			\$5,566.99				

Where an invoice status is Paid and no payment number is displayed the payment has been made outside of the reporting period.

## Proposed Budget to apply from 01/01/2024

Community Corporation 25781 Inc

50 Seaton Terrace, SEATON SA 5023

### Administrative Fund

#### Proposed budget

#### Revenue

Levies Due--Admin	7,500.00
<i>Total revenue</i>	7,500.00

#### Less expenses

Admin--Agent Disbursements	264.00
Admin--Auditors--Audit Services	185.00
Admin--Auditors--Taxation Services	190.00
Admin--Bank Charges	42.00
Admin--Management Fees--Standard	1,601.00
Admin--Meeting Fee	220.00
Insurance--Excesses	500.00
Insurance--Premiums	2,500.00
Insurance--Valuation	265.00
Maint Bldg--General Repairs	300.00
Maint Bldg--Plumbing--Drains & Sewers	400.00
Maint Bldg--Pumps	400.00
Utility--Electricity	550.00
<i>Total expenses</i>	7,417.00

#### Surplus/Deficit

	83.00
Opening balance	3,870.74

#### Closing balance

	\$3,953.74
Total units of entitlement	4
Levy contribution per unit entitlement	\$1,875.00

Sinking Fund	
	Proposed budget
Revenue	
Levies Due--Sinking	800.00
Total revenue	800.00
Surplus/Deficit	
Opening balance	2,156.16
Closing balance	\$2,956.16
Total units of entitlement	4
Levy contribution per unit entitlement	\$200.00

## Proposed Levy Schedule to apply from 01/01/2024

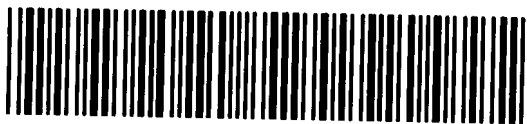
Community Corporation 25781 Inc

50 Seaton Terrace, SEATON SA 5023

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

Lot	Unit	Unit Entitlement	Admin Fund	Sinking Fund	Quarterly Total	Annual Total
1	1	1.00	468.75	50.00	518.75	2,075.00
2	2	1.00	468.75	50.00	518.75	2,075.00
3	3	1.00	468.75	50.00	518.75	2,075.00
4	4	1.00	468.75	50.00	518.75	2,075.00
		<b>4.00</b>	<b>\$1,875.00</b>	<b>\$200.00</b>	<b>\$2,075.00</b>	<b>\$8,300.00</b>

Orig. LF 11257885A



15:30 18-Sep-2009

2 of 2

Fees: \$0.00

Prefix
LF
Series
No.
2

117

## LANDS TITLES REGISTRATION

OFFICE  
SOUTH AUSTRALIALODGEMENT FOR FILING UNDER THE  
COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE &  
STAMP DUTY PURPOSES ONLY****BELOW THIS LINE FOR AGENT USE ONLY**AGENT CODE

Lodged by: PRS Conveyancing PRSC  
123 Wright Street  
Correction to: Adelaide SA 5000 PRSC  
PRS Conveyancing

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

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

Lands Services Group

13:09 21/09/2009 02-001190

REGISTRATION FEE \$117.00 ✓

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

ITEM(S)	AGENT CODE

PICK-UP NO.	
CP	

CORRECTION	PASSED 
FILED  29.10.09 pro REGISTRAR-GENERAL 	

TERMS OF INSTRUMENT NOT CHECKED  
BY LANDS TITLES OFFICE

BY-LAWS  
DEVELOPMENT NO 252/C359/08/001/

**BY-LAWS**  
**COMMUNITY PLAN NO 25781**  
**50 SEATON TERRACE SEATON SA 5023**

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



Nicholas James Charles  
Registered Conveyancer

123 Wright Street  
Adelaide SA 5000

## **INDEX**

1. Administration Management and Control of Common Property
2. Use and Enjoyment of Common property
3. Use and Enjoyment of the Community Lots
4. Occupiers obligation to maintain the lot in good condition
5. Disturbances
6. Insurance of Community Corporation
7. Building Insurance
8. Public Liability Insurance
9. Animals
10. SA Water
11. Statutory & Private Services
12. Internal Fencing
13. Offence
14. Community Corporation's Rights to recover Money
15. Interpretation



## **COMMUNITY TITLES ACT, 1996**

### **BY-LAWS OF COMMUNITY SCHEME 50 SEATON TERRACE SEATON SA 5023**

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

#### **1. Administration, Management and control of Common Property**

The Community Corporation is responsible for the administration management and control of the common property.

#### **2. Use and enjoyment of Common Property**

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

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

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

#### **4. Occupiers obligation to maintain the lot in good condition**

4.1 The occupier of a lot must keep the lot in a clean and tidy condition.

4.2 The occupier must properly maintain lawns and gardens in the lot.

4.3 The occupier must:-

4.3.1 store garbage in an appropriate container which prevents the escape of unpleasant odour; and

4.3.2 comply with any requirements of a Council, health or environment authority for the disposal of garbage.

4.4 The occupier of the lot must not:-

4.4.1 bring or accept objects or materials on to the site of a kind that are likely to cause justified offence to the other members of the corporation community.

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

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

**5. Disturbances**

- 5.1 The owner of a community lot must not engage in conduct that unreasonably disturbs the occupier of another community lot or others who are unlawfully on a community lot or the Common Property.
- 5.2 The owner of a community lot must ensure, as far as practicable, that persons who are brought or allowed on to the community lot or the Common Property by the owner do not engage in conduct that unreasonably disturbs the occupier of another community lot or others who are lawfully on a community lot or the Common Property.
- 5.3 In particular the occupier of a lot must ensure that noise emission from the lot, or from the area adjacent to the lot where invitees of the occupier are gathered for a party or other social occasion, is kept to a level where it will not disturb the occupants of other lots between the hours of 12.00am midnight and 7.00am the following morning.

**6. Insurance by Community Corporation**

- 6.1 the Community Corporation shall effect such insurance as is required by Sections 103 and 104 of the Act but shall not be responsible for insuring buildings and other improvements on individual community lots.
- 6.2 An owner or occupier of a community lot must not, except with approval of the Community Corporation, do anything that might:-
  - 6.2.1 void or prejudice insurance effected by the Community Corporation;
  - 6.2.2 increase any insurance premium payable by the Community Corporation.

**7. Building Insurance**

The owner of each Community Lot Shall Insure all buildings and other improvements on the lot in accordance with their own requirements and the Community Corporation shall have no responsibility in respect thereof.

**8. Public Liability Insurance**

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

**9. Animals**

9.1 An owner of a Community lot is entitled:-

9.1.1 to keep a cat and/or dog on a Community lot or such pet that has been approved by the Community Corporation provided such pets do not create unreasonable nuisance to the other Community Lot owners; and

9.1.2 if the occupier is a person who suffers from a disability, to keep a dog trained to assist the occupier in respect to that disability.

9.2 An owner of a Community Lot must not keep an animal on a Community Lot except as authorised by this section or the corporation.

**10. SA Water**

10.1 Sewer and water reticulation is by private services provided by the original developer to each Community lot to form a water meter and sewer point located at 50 Seaton Terrace Seaton SA 5023 on the Common Property.

10.2 The services are laid within the Common property and are maintained by the Community Corporation.

10.3 The Community Corporation shall ensure that each Community lot owner installs and maintains at their own cost a water meter at the boundary of this lot and the Common Property.

10.4 Each Community lot will have separate water meters and will pay and accounts for water usage direct to SA Water.

10.5 In the event that an account reasonably rendered by the Community Corporation to the lot owner is not paid within 28 days then the Community Corporation reserves the right to disconnect the water supply to the Community Lot.

**11. Statutory and Private Services**

11.1 The Community Corporation is responsible for and must maintain and repair the service infrastructure comprising:-

- |                     |                       |
|---------------------|-----------------------|
| (a) water and sewer | (b) telecommunication |
| (b) electricity     | (d) storm water       |

**12 Internal Fencing**

12.1 The provisions of *The Dividing Fences Act 1991* ( as amended) shall apply a between the owners adjoining Community Lots.

12.2 The Boundary fences of a Community lot shall be constructed in accordance with development approval.

**13. Offence**

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

Maximum Penalty: \$500.00

**14. Community Corporation's Right to Recover Money**

14.1 The Community Corporation may recover any money owing to it under the By-laws as a debt.

14.2 An owner of a Community Lot must repay or reimburse the Community Corporation on demand for the costs charges and expenses of the Community Corporation in connection with contemplated or actual enforcement, or preservation of any rights under the By-laws in relation to the proprietor or occupier.

14.3 The costs, charges and expenses recoverable by the Community Corporation shall include without limitation, those expenses incurred in retaining any independent administration costs in connection with those events.

14.4 The Community Corporation may charge interest on any overdue monies owed by a proprietor or occupier of a lot to the Community Corporation at the rate of **TWO PERCENT (2%) PER ANNUM ABOVE THE RATE QUOTED BY THE Community Corporation's** bankers on overdraft accommodation less than \$10,000.00, calculated on daily balances commencing from the day that the money becomes due for payment.

**15. Interpretation**

In these By-laws:-

15.1 "Act" means the *Community Titles Act* 1996 and as amended.

15.2 "Community Corporation" means the Community Corporation created by the Deposit of the Plan of Community Division in respect of which these By-laws are lodged.

15.3 "Community Lot" means a community lot created by Plan of Community Division referred to above.

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

15.5 "Occupier" of a Community lot includes, if the lot is unoccupied, the owner of the lot.


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


TERMS OF INSTRUMENT NOT  
CHECKED BY LANDS TITLE OFFICE

BY-LAWS  
Development No: 252/C359/08/001/

DATED the 12<sup>th</sup> day of August 2009

**EXECUTION BY APPLICANT**

  
.....  
Signature of the APPLICANT (JR Kraws)

  
.....  
Signature of WITNESS – Signed in my presence by  
The APPLICANT who is either personally known  
to me or has satisfied me as to his or her identity.

Nicholas James Charles  
.....  
Print Full Name of WITNESS (BLOCK LETTERS)

123 Wright Street  
.....

Adelaide SA 5000  
.....  
Address of WITNESS

Business Hours Telephone Number 7129 3777  
.....



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: 2575254

HOLDFAST CONVEYANCERS  
POST OFFICE BOX 1020  
GLENELG SOUTH SA 5045

DATE OF ISSUE

10/06/2024

**ENQUIRIES:**

Tel: (08) 8226 3750

Email: revsaesl@sa.gov.au

**OWNERSHIP NUMBER**

18042356

**OWNERSHIP NAME**

C BOROWICKI & N FLAHERTY

**PROPERTY DESCRIPTION**

1 / 50 SEATON TCE / SEATON SA 5023 / LT 1 C25781

**ASSESSMENT NUMBER**

2518431058

**TITLE REF.**

(A "+" indicates multiple titles)

CT 6047/438

**CAPITAL VALUE**

\$540,000.00

**AREA / FACTOR**

R4  
1.000

**LAND USE / FACTOR**

RE  
0.400

**LEVY DETAILS:**

**FINANCIAL YEAR**

2023-2024

**FIXED CHARGE**

**+ VARIABLE CHARGE**

**- REMISSION**

**- CONCESSION**

**+ ARREARS / - PAYMENTS**

**= AMOUNT PAYABLE**

\$ 50.00  
\$ 218.55  
\$ 136.95  
\$ 0.00  
\$ -131.60  
\$ 0.00

**Please Note:**

If a concession amount is shown, the validity of the concession should be checked prior to payment of any outstanding levy amount. The expiry date displayed on this Certificate is the last day an update of this Certificate will be issued free of charge. It is not the due date for payment.

**EXPIRY DATE**

08/09/2024



**Government of  
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

## CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

**PAYMENT REMITTANCE ADVICE**

**No payment is required on this Certificate**

**Please Note:**

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

Visit: [www.revenuesa.sa.gov.au](http://www.revenuesa.sa.gov.au)  
Email: [revsupport@sa.gov.au](mailto:revsupport@sa.gov.au)  
Phone: (08) 8226 3750

**PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE****Online at:****OR****By Post to:****[www.revenuesaonline.sa.gov.au](http://www.revenuesaonline.sa.gov.au)****RevenueSA  
Locked Bag 555  
ADELAIDE SA 5001**

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865  
Land Tax Act 1936**CERTIFICATE OF LAND TAX PAYABLE**

This form is a statement of land tax payable pursuant to Section 23 of the *Land Tax Act 1936*. The details shown are current as at the date of issue.

PIR Reference No: 2575254

**DATE OF ISSUE**

10/06/2024

HOLDFAST CONVEYANCERS  
POST OFFICE BOX 1020  
GLENELG SOUTH SA 5045

**ENQUIRIES:**

Tel: (08) 8226 3750

Email: landtax@sa.gov.au

**OWNERSHIP NAME**

C BOROWICKI &amp; N FLAHERTY

**FINANCIAL YEAR**

2023-2024

**PROPERTY DESCRIPTION**

1 / 50 SEATON TCE / SEATON SA 5023 / LT 1 C25781

**ASSESSMENT NUMBER**

2518431058

**TITLE REF.**

(A "+" indicates multiple titles)

CT 6047/438

**TAXABLE SITE VALUE**

\$285,000.00

**AREA**

0.0290 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****08/09/2024****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:  
C J BOROWICKI & N J FLAHERTY

Water & Sewer Account  
Acct. No.: 25 18431 05 8

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

Address:  
U1 50 SEATON TCE SEATON LT 1 C25781

---

### Payment Options

**EFT**

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	2518431058



Bill code: 8888  
Ref: 2518431058

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: 2518431058



**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)