

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:

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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:

PETER JAMES CROUCH

Address:

3/554 GRANGE ROAD, HENLEY BEACH SA 5022

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: 6262 FOLIO: 576

3/554 GRANGE ROAD, HENLEY BEACH SA 5022

DEFINED AS LOT 6 IN PRIMARY COMMUNITY PLAN 42543
IN THE AREA NAMED HENLEY BEACH 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:

brett@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:

~~I/We~~ PETER JAMES CROUCH

of 3/554 GRANGE ROAD, HENLEY BEACH SA 5022

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: 21-10-2024

Signed *Peter Crouch*

Date:

Signed

Date:

Signed

Date:

Signed

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

(section 9)



To the purchaser:

I, BRETT TAYLOR

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: 20-10-2024

Signed *Brett Taylor*

~~*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):

Number of mortgage (if registered):

Name of mortgagee:

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1.2 Easement

(whether over the land or annexed to the land)

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

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

Is this item applicable?

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

Are there attachments?

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

PROPERTY INTEREST REPORT (PAGE 12)

Description of land subject to easement:

PORTION OF THE LAND IN CERTIFICATE OF TITLE (VOLUME: 6262 FOLIO: 576)

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?

If YES, give details:



NO

YES

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

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: 252/2062/19 AND 252/2300/20

Condition(s) of authorisation:

DEVELOPMENT APPROVAL: 252/2062/19
DEVELOPMENT DESCRIPTION: Two, two storey residential flat buildings comprising of four dwellings each (8 dwellings in total), with associated car parking, landscaping and 2 metre high brick wall at the front
DATE OF DECISION: 31 MARCH 2020

DEVELOPMENT APPROVAL: 252/2300/20
DEVELOPMENT DESCRIPTION: Community Title 252/C311/20
Creating eight allotments from two
DATE OF DECISION: 20 OCTOBER 2020



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:

30/08/2024

Amount of levy payable:

\$161.45

☒

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:

30/08/2024

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

000003177876

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:

30/08/2024

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

CITY OF CHARLES STURT

Land subject thereto:

3/554 GRANGE ROAD, HENLEY BEACH SA 5022
CERTIFICATE OF TITLE - VOLUME: 6262 FOLIO: 576

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):

\$1192.45

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:

000003177876

~~Is this item applicable?~~


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114

Does the restriction apply to all of the land?

Does the restriction apply to all of the land?

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	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <div data-bbox="582 383 1380 479" style="border: 1px solid black; padding: 5px;"> PIR COUNCIL SEARCH DATA EXTRACT FOR SECTION 7 SEARCH PURPOSES </div> <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):</p> <div data-bbox="582 577 1380 1749" style="border: 1px solid black; padding: 5px;"> ZONES: GENERAL NEIGHBOURHOOD (GN) SUBZONES: NO ZONING OVERLAYS: REFER TO COUNCIL SEARCH </div>	<input checked="" type="checkbox"/>
	<p><i>[Note - Do not omit this item. The item and its heading must be included in the attachment even if not applicable.]</i></p>		<input type="checkbox"/> NO <input type="checkbox"/> YES
		<p>Is there a State heritage place on the land or is the land situated in a State heritage area?</p> <p>Is the land designated as a local heritage place?</p> <p>Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?</p> <p>Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?</p> <p>Note - For further information about the Planning and Design Code visit www.code.plan.sa.gov.au.</p>	<input type="checkbox"/> NO <input type="checkbox"/> NO <input type="checkbox"/> NO <input type="checkbox"/> YES

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

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

Is this item applicable?

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

Are there attachments?

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

Date of authorisation:

Name of relevant authority that granted authorisation:

Condition(s) of authorisation:

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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:

02/09/2024

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:

\$238.79CR

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 42543 INC.

Address of community corporation:

554 GRANGE ROAD, HENLEY BEACH SA 5022

- 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 STATEMENT PURSUANT TO SECTION 139
--
 - (b) particulars of assets and liabilities of the community corporation:

SEE ATTACHED STATEMENT PURSUANT TO SECTION 139
--
 - (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 STATEMENT PURSUANT TO SECTION 139
--
 - (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 STATEMENT PURSUANT TO SECTION 139
--
 - (e) if the lot is a community lot, particulars of the lot entitlement of the lot:

SEE ATTACHED STATEMENT PURSUANT TO SECTION 139 AND COMMUNITY PLAN - 1200/10000
--

[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: STRATA DATA - DOUG JOHNSTON

Address: 647 PORTRUSH ROAD, GLEN OSMOND SA 5064

Note-

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

Schedule-Division 3-Community lots and strata units



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

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

Governance

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

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

Use of your property

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

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

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

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments—voting rights

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

Further information

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

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.

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: 252/2062/19
- DEVELOPMENT APPROVAL: 252/2300/20
- STATEMENT PURSUANT TO SECTION 139
- 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)

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

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

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

Safety

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

Enjoyment

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

Value

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

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

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

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



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 6262 Folio 576

Parent Title(s) CT 5687/299

Creating Dealing(s) ACT 13633870

Title Issued 19/11/2021 **Edition** 2 **Edition Issued** 10/03/2022

Estate Type

FEE SIMPLE

Registered Proprietor

PETER JAMES CROUCH
OF UNIT 3 554 GRANGE ROAD HENLEY BEACH SA 5022

Description of Land

LOT 6 PRIMARY COMMUNITY PLAN 42543
IN THE AREA NAMED HENLEY BEACH
HUNDRED OF YATALA

Easements

NIL

Schedule of Dealings

NIL

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
13/10/2021	13633871	BY-LAWS	FILED
13/10/2021	13633872	DEVELOPMENT CONTRACT	FILED
13/10/2021	13633873	SCHEME DESCRIPTION	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

Certificate of Title

Title Reference: CT 6262/576
Status: CURRENT
Edition: 2

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
13/10/2021	19/11/2021	13633871	BY-LAWS	FILED	C42543
13/10/2021	19/11/2021	13633872	DEVELOPMENT CONTRACT	FILED	C42543
13/10/2021	19/11/2021	13633873	SCHEME DESCRIPTION	FILED	C42543

Registrar-General's Notes

No Registrar-General's Notes exist for this title

Certificate of Title

Title Reference: CT 6262/576
Status: CURRENT
Parent Title(s): CT 5687/299
Dealing(s) Creating Title: ACT 13633870
Title Issued: 19/11/2021
Edition: 2

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
07/03/2022	10/03/2022	13737637	TRANSFER	REGISTERED	PETER JAMES CROUCH

Certificate of Title

Title Reference CT 6262/576
Status CURRENT
Easement NO
Owner Number 17571125
Address for Notices UNIT 3, 554 GRANGE RD HENLEY BEACH, SA 5022
Area 122m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

PETER JAMES CROUCH
OF UNIT 3 554 GRANGE ROAD HENLEY BEACH SA 5022

Description of Land

LOT 6 PRIMARY COMMUNITY PLAN 42543
IN THE AREA NAMED HENLEY BEACH
HUNDRED OF YATALA

Last Sale Details

Dealing Reference TRANSFER (T) 13737637
Dealing Date 07/03/2022
Sale Price \$639,500
Sale Type FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

NIL

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
2556693163	CURRENT	Unit 3, 554 GRANGE ROAD, HENLEY BEACH, SA 5022

Notations

Dealings Affecting Title

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
13/10/2021 14:10	13633871	BY-LAWS	FILED
13/10/2021 14:10	13633872	DEVELOPMENT CONTRACT	FILED
13/10/2021 14:10	13633873	SCHEME DESCRIPTION	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	2556693163
Type	Site & Capital Value
Date of Valuation	01/01/2024
Status	CURRENT
Operative From	01/07/2022
Property Location	Unit 3, 554 GRANGE ROAD, HENLEY BEACH, SA 5022
Local Government	CHARLES STURT
Owner Names	PETER JAMES CROUCH
Owner Number	17571125
Address for Notices	UNIT 3, 554 GRANGE RD HENLEY BEACH, SA 5022
Zone / Subzone	GN - General Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1330 - Townhouse - Defined As Home Unit With Both Ground And First Floor Areas
Description	6THG CP PERG
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C42543 LOT 6	CT 6262/576

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$325,000	\$770,000			

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Previous	\$290,000	\$700,000			

Building Details

Valuation Number	2556693163
Building Style	Contemporary
Year Built	2021
Building Condition	Very Good
Wall Construction	Composite Construction
Roof Construction	Colourbond
Equivalent Main Area	142 sqm
Number of Main Rooms	6

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 6262/576	Reference No. 2601502
Registered Proprietors	P J*CROUCH	Prepared 30/08/2024 10:41
Address of Property	Unit 3, 554 GRANGE ROAD, HENLEY BEACH, SA 5022	
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

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

1. General

- | | | |
|-----|--|--|
| 1.1 | Mortgage of land

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title |
| 1.2 | Easement
(whether over the land or annexed to the land)

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

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title |
| 1.3 | Restrictive covenant

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance |
| 1.4 | Lease, agreement for lease, tenancy agreement or licence
(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title

also

Contact the vendor for these details |
| 1.5 | Caveat | Refer to the Certificate of Title |
| 1.6 | Lien or notice of a lien | Refer to the Certificate of Title |

2. Aboriginal Heritage Act 1988

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

an area surrounding a site

2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

5.6 section 57 - Land management agreement

Refer to the Certificate of Title

5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

5.9 section 71 - Fire safety notice

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

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

6. Repealed Act conditions

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

7.1	section 16 - Notice to pay levy	An Emergency Services Levy Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750. Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au
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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
9.	<i>Fences Act 1975</i>	
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
10.	<i>Fire and Emergency Services Act 2005</i>	
10.1	section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor
11.	<i>Food Act 2001</i>	
11.1	section 44 - Improvement notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
11.2	section 46 - Prohibition order	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
12.	<i>Ground Water (Qualco-Sunlands) Control Act 2000</i>	
12.1	Part 6 - risk management allocation	Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
12.2	section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	DEW Water Licensing has no record of any notice affecting this title
13.	<i>Heritage Places Act 1993</i>	
13.1	section 14(2)(b) - Registration of an object of heritage significance	Heritage Branch in DEW has no record of any registration affecting this title
13.2	section 17 or 18 - Provisional registration or registration	Heritage Branch in DEW has no record of any registration affecting this title
13.3	section 30 - Stop order	Heritage Branch in DEW has no record of any stop order affecting this title
13.4	Part 6 - Heritage agreement	Heritage Branch in DEW has no record of any agreement affecting this title also Refer to the Certificate of Title
13.5	section 38 - "No development" order	Heritage Branch in DEW has no record of any "No development" order affecting this title
14.	<i>Highways Act 1926</i>	
14.1	Part 2A - Establishment of control of access from any road abutting the land	Transport Assessment Section within DIT has no record of any registration affecting this title
15.	<i>Housing Improvement Act 1940 (repealed)</i>	
15.1	section 23 - Declaration that house is undesirable or unfit for human habitation	Contact the Local Government Authority for other details that might apply
15.2	Part 7 (rent control for substandard houses) - notice or declaration	Housing Safety Authority has no record of any notice or declaration affecting this title
16.	<i>Housing Improvement Act 2016</i>	

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

17. *Land Acquisition Act 1969*

17.1	section 10 - Notice of intention to acquire	Refer to the Certificate of Title for any notice of intention to acquire also Contact the Local Government Authority for other details that might apply
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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 | A Land Tax Certificate will be forwarded.
If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.

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

20. *Local Government Act 1934 (repealed)*

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

21. *Local Government Act 1999*

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

22. *Local Nuisance and Litter Control Act 2016*

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

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

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

24. *Mining Act 1971*

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

24.9	Proclamation with respect to a private mine	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title
25. <i>Native Vegetation Act 1991</i>		
25.1	Part 4 Division 1 - Heritage agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.2	section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.3	section 25D - Management agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.4	Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation	DEW Native Vegetation has no record of any refusal or condition affecting this title
26. <i>Natural Resources Management Act 2004 (repealed)</i>		
26.1	section 97 - Notice to pay levy in respect of costs of regional NRM board	The regional landscape board has no record of any notice affecting this title
26.2	section 123 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
26.3	section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
26.4	section 135 - Condition (that remains in force) of a permit	The regional landscape board has no record of any notice affecting this title
26.5	section 181 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
26.6	section 183 - Notice to prepare an action plan for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
26.7	section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
26.8	section 187 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
26.9	section 193 - Protection order to secure compliance with specified provisions of the Act	The regional landscape board has no record of any order affecting this title
26.10	section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any order affecting this title
26.11	section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any authorisation affecting this title
27. <i>Outback Communities (Administration and Management) Act 2009</i>		
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/ 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 or phone PlanSA on 1800752664.**
- 29.2 section 127 - Condition (that continues to apply) of a development authorisation
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.3 section 139 - Notice of proposed work and notice may require access
- Contact the vendor for these details
- 29.4 section 140 - Notice requesting access
- Contact the vendor for these details
- 29.5 section 141 - Order to remove or perform work
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- also
- Contact the Local Government Authority for other details that might apply

29.6	section 142 - Notice to complete development	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.7	section 155 - Emergency order	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.8	section 157 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.9	section 192 or 193 - Land management agreement	Refer to the Certificate of Title
29.10	section 198(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.11	section 198(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.12	Part 16 Division 1 - Proceedings	Contact the Local Government Authority for details relevant to this item also Contact the vendor for other details that might apply
29.13	section 213 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.14	section 214(6), 214(10) or 222 - Enforcement order	Contact the Local Government Authority for details relevant to this item also State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

30. *Plant Health Act 2009*

30.1	section 8 or 9 - Notice or order concerning pests	Plant Health in PIRSA has no record of any notice or order affecting this title
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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
32.	<i>South Australian Public Health Act 2011</i>	
32.1	section 66 - Direction or requirement to avert spread of disease	Public Health in DHW has no record of any direction or requirement affecting this title
32.2	section 92 - Notice	Public Health in DHW has no record of any notice affecting this title also Contact the Local Government Authority for other details that might apply
32.3	<i>South Australian Public Health (Wastewater) Regulations 2013</i> Part 4 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply
33.	<i>Upper South East Dryland Salinity and Flood Management Act 2002 (expired)</i>	
33.1	section 23 - Notice of contribution payable	DEW has no record of any notice affecting this title
34.	<i>Water Industry Act 2012</i>	
34.1	Notice or order under the Act requiring payment of charges or other amounts or making other requirement	An SA Water Certificate will be forwarded. If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950 also The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title also Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title. also Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title. also Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title.
35.	<i>Water Resources Act 1997 (repealed)</i>	
35.1	section 18 - Condition (that remains in force) of a permit	DEW has no record of any condition affecting this title
35.2	section 125 (or a corresponding previous enactment) - Notice to pay levy	DEW has no record of any notice affecting this title
36.	Other charges	
36.1	Charge of any kind affecting the land (not included in another item)	Refer to the Certificate of Title also Contact the vendor for these details also Contact the Local Government Authority for other details that might apply

Other Particulars

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

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

Additional Information

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

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

Notices

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

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

Building restrictions

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

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

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

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

Statutory easements

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

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

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

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

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

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

Land Tax Act 1936 and Regulations thereunder

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

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



Local Government Search (Form 1)

Certificate Number:	CERT3119/24
Date:	30 August 2024



Billers Code: 10330
Ref No: 1849017

Alexander Botten & Associates
Level 2 162 Flinders Street
ADELAIDE SA 5000

Property No: 184901
Assessment No: 2556693163

Owner: Mr P J Crouch
Property: 3/554 Grange Road HENLEY BEACH SA 5022

Lot/Section/Title Reference: Lot 6 CP 42543 Vol 6262 Fol 576

Ward: Henley

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 01/07/24 to 30/06/25	\$1535.85
Levies for Financial Year 01/07/24 to 30/06/25	
Regional Landscape Levy	\$54.60
Payments/Adjustments for Current Financial Year	(\$398.00)
Amount Due & Payable	\$1192.45

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: 184901
Property Address: 3/554 Grange Road HENLEY BEACH SA 5022

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

Prescribed Encumbrances	Other Particulars Required
<i>Development Act 1993 (Repealed)</i>	
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): For updated zoning information, refer to the PlanSA Section 7 Report below.	
Is the land situated in a designated State Heritage area?	No
Is the land designated as a place of Local Heritage value?	No
<i>Development Act 1993 (Repealed)</i>	
Section 42 – Condition (that continues to apply) of a development authorisation	Yes

Application No. 252/2062/19

Description Two, two storey residential flat buildings comprising of four dwellings each (8 dwellings in total), with associated car parking, landscaping and 2 metre high brick wall at the front

Decision: #APPROVED

Issue Date 31/03/2020

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 and at all times thereafter needs to be maintained to Council's satisfaction.

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

2. No Storage in Carparking Area

Driveway, car parking spaces, manoeuvring areas and landscaping areas shall not be used for storage or display of materials or goods.

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

3. Landscaping per Plans

The existing landscaping established on the site in accordance with the approved plan 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.

4. 1.5 Metre High Sill Height

That the side and rear upper storey windows shall have a minimum 1.5 metre high sill height above the finished floor level or have translucent glass/film to a minimum height of 1.5 metres. The translucent glass/film windows shall be fixed or be provided with awning sashes that do not exceed an open distance of 125mm.

Reason: To minimise the impact on adjoining residents.

Note: With respect to this condition other forms of screening can be used as long as it can be demonstrated to Council that such screening will prevent overlooking. However, should you wish to use an alternative screening method you are required to lodge an application to vary the above condition.

5. 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 (insert name of Consultant) dated (insert date) and quoted with Job Reference Number (insert reference number).

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

6. Minor Amendment Endorsement

The original consent is amended by making the following minor changes;

Front Fence

Reason: To ensure orderly development.

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

1. Roof stormwater must be discharged to the street water table, or in a manner that is otherwise to the Council's written satisfaction in accordance with the requirements of *Australian Standard 3500.3*.
(To comply with the National Construction Code 2019 Building Code of Australia, Volume 2, Performance Requirement P2.2.1)
2. Building elements in wet areas must be waterproof or water resistant in accordance with the requirements of Part SA 3.8.1.2 of the National Construction Code 2019 Building Code of Australia, Volume 2 and must comply with the requirements of Australian Standard 3740.
(To comply with the National Construction Code 2019 Building Code of Australia Volume 2, Performance Requirement P2.4.1)

3. Smoke alarms must be installed in the building in accordance with Part 3.7.2 of the National Construction Code 2019 Building Code of Australia, Volume 2, and the requirements of Australian Standard 3786. Smoke alarms must be connected to consumer mains power, where power is supplied to the building, and must be interconnected where there is more than one alarm provided within the building, so that when one alarm activates, the other alarm(s) automatically activate(s).
(To comply with the National Construction Code 2019 Building Code of Australia, Volume 2, Performance Requirement P2.3.2)
4. The door to a fully enclosed sanitary compartment must either open outwards, slide, or be readily removable from the outside of the compartment (unless there is a clear space of at least 1.2 m, measured in accordance with Figure 3.8.3.3 of Volume 2 of the National Construction Code 2019 Building Code of Australia, between the closet pan within the sanitary compartment and the doorway) in accordance with Part 3.8.3.3 of the National Construction Code 2019 Building Code of Australia, Volume 2.
(To comply with the National Construction Code 2019 Building Code of Australia, Volume 2, Performance Requirement P2.4.3)
5. The Building must be adequately protected against the potential risk of termite activity/attack/damage in accordance with the requirements of Australian Standard 3660.1 -Protection of new buildings from subterranean termites
(To comply with the National Construction Code 2019 Building Code of Australia, Volume 2, Performance Requirements P2.1.1)
6. NON-COMPLIANT Cladding Products: All cladding products shall NOT be a “NON-COMPLIANT” product, meaning any Building Product which does not comply with any applicable law or regulatory obligation, including but not limited to: the National Construction Code of Australia, the Building Code of Australia, any relevant Australian Standards, Approved Conditions, use or application, or the guidelines, practice notes or the like of any relevant building authority or other. All cladding products shall be non-combustible materials. Aluminium composite cladding panels are strictly prohibited and are not fit for purpose. Refer to Note 20 for definition of “Building Product” and further notes.
7. NON-CONFORMING Cladding Products: All cladding products shall NOT be a “NON-CONFORMING” product, meaning any Building Product which purports to meet specific requirements, and does not. Such as : is not fit for purpose, is not acceptable quality, is counterfeit, or contains false or misleading claims about its qualities and/or properties. All cladding products shall be non-combustible materials. Aluminium composite cladding panels are strictly prohibited and are not fit for purpose. Refer to Note 20 for definition of “Building Product” and further notes.
8. If the floor below a window (including any window that may let in air but not light) in a bedroom is 2 m or more above the surface beneath, open able portions of such a window must be provided with protection so as to limit the risk of a person (especially a young child) falling through it, in accordance with Part 3.9.2.5 of the National Construction Code 2019 Building Code of Australia, Volume 2.
(To comply with the National Construction Code 2019 Building Code of Australia, Volume 2 Performance Requirement P2.5.2)
9. Heating Appliances must comply with Part 3.7.3.3, 3.7.3.4 and 3.7.3.5 of Volume 2 of the National Construction Code 2019 Building Code of Australia and Australian Standard 2918-1990, or Manufacture specifications.
(To comply with the National Construction Code 2019 Building Code of Australia, Volume 2, Performance Requirement P2.3.3)

10. The Separating (Hebel) Parti-Wall construction must be maintained through to the underside of the roof, and in accordance with the manufacture's specifications.
(To comply with the National Construction Code 2019 Building Code of Australia, Volume 2, Performance Requirement P2.3.1)
11. **FIRE WALL INSPECTION** - A suitably qualified engineer and/or site supervisor shall:
 - a. Inspect and confirm the fire separating wall is construction in accordance with the manufacture's specifications;
 - b. A Certificate shall be provided to this office (BRC Private Certifiers Pty Ltd - Peter Xerri PC129) and Council upon completion of inspection,
(To comply with the National Construction Code 2019 Building Code of Australia, Volume 2, Performance Requirement P2.3.1)
12. All demolition work undertaken on the land must comply with the requirements of Australian Standard 2601 - 2001: The demolition of structures.
(To ensure health and safety risks associated with demolition work undertaken on the land is adequately managed).
13. A mechanical exhaust fan shall be installed into the sanitary facility and/or laundry in accordance with the National Construction Code 2019(BCA) Volume 2, Part 3.8.5.2 Ventilation Requirements.
(To comply with the National Construction Code 2019 Building Code of Australia, Volume 2, Performance Requirement P2.4.5)
14. A minimum 1000litre rainwater tank shall be installed in accordance with SA 2.2.2 (a) Rainwater Tank Capacity and plumbed to at least a water closet or a water heater or laundry water outlet.
(To comply with the National Construction Code 2019 Building Code of Australia, Volume 2, Performance Requirements P2.1.1, P2.2.1 & P2.2.2)
15. The owner of land on which domestic building work is to be performed; (and/or builder) must ensure that a copy of a certificate of insurance in relation to that work is lodged with the Council in the following circumstances on or before the giving of notice of commencement of the building work under regulation 74 of the Development Regulations 2008.
Maximum fine: \$2,500
16. Condensation management shall be implemented in accordance with the National Construction Code 2019, Part 3.8.7, including Pliable building membrane (3.8.7.2), Flow rate and discharge of exhaust (3.8.7.3) and Ventilation of roof spaces (3.8.7.4).
(To Comply with the National Construction Code 2019, Performance Requirements - Condensation and water vapour management P2.4.7)

Application No. 252/2300/20

Description Community Title – 252/C311/20 – Creating eight allotments from two

Decision: #APPROVED

Issue Date 20/10/2020

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 and at all times thereafter needs to be maintained to Council's satisfaction.

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

Conditions required by the State Commission Assessment Panel:

1. The financial requirements of the S A Water Corporation shall be met for the provision of water supply and sewerage services. (SA Water H0103369)

The developer must inform potential purchasers of the community lots in regard to servicing arrangements and seek written agreement prior to settlement, as future alterations would be at the full cost to the owner/applicant.

For SA Water to access this application, the developer must advise SA Water the preferred servicing option. Information can be found at : <http://www.sawater.com.au/developers-and-builders/building,-developing-and-renovating-your-property/subdividing/community-title-development-factsheets-and-information>. For queries call SAW Land Developments on 74241119

2. Payment of \$46,566.00 into the Planning and Development Fund (6 allotment @ \$7761.00/allotment). Payment may be made by credit card via the internet at www.edala.sa.gov.au or by phone (7109 7018), by cheque payable to the Department of Planning, Transport and Infrastructure marked "Not Negotiable" and sent to GPO Box 1815, Adelaide 5001 or in person, by cheque or credit card, at Level 5, 50 Flinders Street, Adelaide.
3. A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the State Commission Assessment Panel for Land Division Certificate purposes.

Building Indemnity Insurance - No

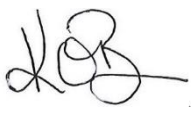
Further information held by Councils

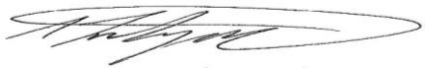
Does the Council hold details of any development approvals relating to –





- (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
<i>Planning, Development and Infrastructure Act 2016</i>	
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 – Development application register PlanSA	Refer to the PlanSA Data Extract for Section 7 Search purposes below.
<i>Development Act 1993 (Repealed)</i>	
Section 50(1) – Requirement to vest land in a council or the Crown to be held as open space	No
Section 50(2) – Agreement to vest land in a council or Crown to be held as open space	No
Section 55 – Order to remove or perform work	No
Section 56 – Notice to complete development	No
Section 57 – Land management agreement	No
Section 69 – Emergency order	No
Section 71 – Fire safety notice	No
Section 84 – Enforcement notice	No

Section 85(6), 85(10) – Enforcement order	No
Section 106 – Enforcement order	No
Part 11 Division 2 – Proceedings	No
<i>Planning, Development and Infrastructure Act 2016</i>	
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: 	

<i>Fire and Emergency Services Act 2005</i>	
Section 105F (or Section 56 or 83 (repealed)) – Notice of action required concerning flammable materials on land	No
<i>Local Nuisance and Litter Control Act 2016</i>	
Section 30 – Nuisance or litter abatement notice	No
<i>Local Government Act 1934 and/or Local Government Act 1999</i>	
Notice, order, declaration, charge, claim or demand given or made under the Act	No
Confirmed – Community Safety: 	
<i>Food Act 2001</i>	
Section 44 – Improvement notice	No
Section 46 – Prohibition order	No
<i>Public and Environmental Health Act 1987 (repealed)</i>	
Part 3 – Notice	No
<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)</i> Part 2 – Condition (that continues to apply) of an approval	No
<i>Public and Environmental Health (Waste Control) Regulations 2010 (revoked)</i> Regulation 19 – Maintenance order (that has not been complied with)	No
<i>South Australian Public Health Act 2011</i>	
Section 66 – Direction or requirement to avert spread of disease	No
Section 92 – Notice	No

South Australian Public Health (Wastewater) Regulations 2013 Part 4 – Condition (that continues to apply) of an approval	No
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 2556693163

Data Extract Date: 02/09/2024

Parcel ID: C42543 F6

Certificate Title: CT6262/576

Property Address: UNIT 3 554 GRANGE RD HENLEY BEACH SA 5022

Zones

General Neighbourhood (GN)

Subzones

No

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 15 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.

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 Transport Routes

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

Urban Tree Canopy

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

No

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

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No



STRATA DATA

Date: 30 August 2024

To: Alexander – Botten Associate

Email: rae@bottenconveyancing.com.au

Property Address: 3/554 Grange Road Henley Beach, South Australia 5022

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

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

- 2 years of Minutes
- The previously accepted financial report
- Current policies of insurance
- Particulars of any contribution payable including any arrears
- Particulars of any expenditure that the corporation has incurred, or has resolved to incur, and to which the unit holder of the unit must contribute, or is likely to be required to contribute
- By-Laws (Community Corporations)

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

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

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

Kind Regards,

Strata Data

For and on behalf of Community Corporation 42543 Inc.

E: reception@stratadata.com.au

P: 08 8372 2777



Tax Invoice

ABN: 20 080 960 112

Date: 30-Aug-24

Invoice #: SS00001

Due Date: 30/8/2024

Alexander – Botten Associate

paid

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

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

STATEMENT PURSUANT TO SECTION 139 (Community Titles Act 1996)

REQUESTED BY:**Name:** Alexander – Botten Associate**Address:** rae@bottenconveyancing.com.au**REGARDING:****Corporation:** Community Corporation 42543 Inc.**Unit No. & Address:** 3/554 Grange Road Henley Beach**Owners:** Peter James Crouch

PART 1 : FINANCIAL DETAILS

1.1 Lot Entitlement

Lot Entitlement = 1200

Total of all Entitlements = 10000

1.2 Maintenance Contributions

Last Levy Paid	Amount	Paid To
Admin Fund Levy	\$213.21	30/06/2024
Sinking Fund Levy	\$30.00	30/06/2024
Current Levy	Amount	Frequency
Admin Fund Levy	\$240.72	Quarterly
Sinking Fund Levy	\$40.47	Quarterly

1.3 Arrears

Levies	Due as at 30/08/2024	Charged but due after 30/08/2024
Amount Due	\$0.00	\$0.00
** (NB: Interest accrues daily at 10 % per annum)		
Advance Payments	\$0.00	

**Biller Code:** 96503**Ref:** 23201195700004254363

1.4 Lot Expenditure by the Strata Corporation

- (a) Incurred by the Corporation to which the unit holder must or is likely to be required to contribute :

Refer minutes of meetings

- (b) Resolved by the Corporation to incur, to which the unit holder must or is likely to be required to contribute :

Refer minutes of meetings

1.5 Assets and Liabilities of the Corporation

- (a) Fund Name : STRATA DATA CLIENTS TRUST ACCOUNT

- (b) Held at : Macquarie Trust Account (BCSA)

- (c) Sum standing to the credit of fund: \$7,868.87 comprising Admin: \$6,463.33 and Sinking: \$1,405.54

- (d) Amount committed to expenses : Refer to minutes of meetings is incurred for : Refer to minutes of meetings

- (e) Amount earmarked for future expenses : Refer to minutes of meetings for the purpose of : Refer to minutes of meetings

- (f) Particulars of other assets. All those defined as common property upon the land :

Refer to minutes of meetings

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

Water Payment Method:

PART 2 : INSURANCE

Insurer : CHU

Type of Cover	Sum Insured	Policy Number	Expiry Date
Common Property	\$170,365.00	CA0006077592	04/03/2025
Voluntary workers	\$200,000.00	CA0006077592	04/03/2025
Public Liability	\$20,000,000.00	CA0006077592	04/03/2025
Government Audit Costs	\$25,000.00	CA0006077592	04/03/2025
Fidelity Guarantee	\$100,000.00	CA0006077592	04/03/2025
Lot Owners fixtures and improvements	\$250,000.00	CA0006077592	04/03/2025

Notes

PART 3 : DOCUMENTS SUPPLIED

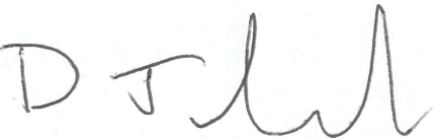
- (a) Minutes of General & Committee Meetings of the Corporation for the last two years
- (b) Details of any special or unanimous resolutions affecting the unit or common property passed in the last five (5) years (excluding those contained in (a) above)
- (c) Statement of Accounts of the Corporation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

PART 4 : DOCUMENT INSPECTION

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

Statement Dated 30/08/2024

Signed for and on behalf of Community Corporation 42543 Inc.



Doug Johnston
BODY CORPORATE MANAGER

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

The Community Titles Act requires that :

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

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

STRATA DATA

ABN 20 080 960 112

647 PORTRUSH ROAD
GLEN OSMOND SA 5064

Phone: 8372 2777

Email: reception@stratadata.com.au

PLEASE COMPLETE AND RETURN VIA EMAIL WHEN SETTLEMENT IS FINALISED

ANY OUTSTANDING ACCOUNTS MUST BE FINALISED AT SETTLEMENT

UNIT OWNER UPDATE

(to be filled in only for new owners)

Community Corporation 42543 Inc.
3/554 Grange Road Henley Beach

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

CORRESPONDENCE TO OWNER / AGENT

ACCOUNTS TO OWNER / AGENT (please circle)

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

RENTAL MANAGER/AGENTS	
(if applicable)	
ADDRESS	

CONTACT PERSON			
CONTACT DETAILS	HOME	WORK	
	MOBILE	EMAIL	

TENANT NAMES			
CONTACT DETAILS	HOME	WORK	
	MOBILE	EMAIL	

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

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

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

Minutes of the Annual General Meeting

Corporation *Community Corporation 42543 Inc.*
Address *554 Grange Road, Henley Beach*
Meeting Date **11th of May, 2023 commencing at 3:00 PM**
Location **647 Portrush Road Glen Osmond, South Australia 5064**

Present in Person

Lot: 2 Christopher Terrell
Lot: 5 Ms Lisa Kidman
Lot: 6 Peter James Crouch
Lot: 7 Kellie Samuel

Apologies

NIL

Present by Proxy

NIL

In attendance

Doug Johnston representing Strata Data

Quorum

The Body Corporate Manager declared that a quorum was not in attendance and the meeting was adjourned at 3:30 pm. General discussion took place until 4:20 pm.



STRATA DATA PORTAL | ACCESS YOUR INFORMATION 24/7

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

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

How can I access the Portal?

- If you have already registered for portal access, please visit portal.stratadata.com.au.
- If you have not received an invite, please email portal@stratadata.com.au to request an invitation.

Minutes of the Annual General Meeting

Corporation *Community Corporation 42543 Inc.*
Address *554 Grange Road, Henley Beach*
Meeting Date **22nd of May, 2024 commencing at 4:00 PM**
Location **647 Portrush Road Glen Osmond, South Australia 5064**

Present in Person

Lot: 5 Ms Lisa Jane Kidman
Lot: 6 Peter James Crouch

Apologies

Lot: 2 Christopher Charles Terrell

Present by Proxy

Nil

In attendance

Doug Johnston representing Strata Data

Quorum

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

The Body Corporate Manager declared that a quorum was not in attendance and the meeting was adjourned at pm. General discussion took place until 4:55 pm.

Minutes of the Adjourned Annual General Meeting

Corporation *Community Corporation 42543 Inc.*
Address 554 Grange Road, Henley Beach
Meeting Date **5th of June, 2024 commencing at 4:00 PM**
Location **647 Portrush Road Glen Osmond, South Australia 5064**

Present in Person

Lot: 5 Ms Lisa Kidman
Lot: 6 Peter Crouch

Apologies

Lot: 2 Christopher Terrell

Present by Proxy

Nil

In attendance

Doug Johnston representing Strata Data

Quorum

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

The Body Corporate Manager declared that a quorum was in attendance and the meeting opened at 4:00 pm.

Chairperson

It was resolved "that Doug Johnston of Strata Data assist the Presiding Officer by chairing the meeting."
Carried Unanimously

Confirmation of Minutes

It was resolved "that the minutes of the previous General Meeting(s), held on the 11th of May 2023 be accepted as a true and correct record of that meeting." *Carried Unanimously*

Financial Report

It was resolved "that the statement of income and expenditure for the period Saturday 01 April 2023 to Sunday 31 March 2024 was reviewed, received and accepted as an accurate record of the corporation's current financial standing." *Carried Unanimously*

Public Officer

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

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

Financial Statement Audit

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

Review of Sums Insured

General Advice Warning

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

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

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

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

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

It was resolved “that the sums insured be:

Common Property Insurance	\$170,000.00
Common area contents	\$1,704.00
Public Liability Insurance	\$20,000,000.00
Office Bearers Liability	Not Selected
Catastrophe Insurance	Not Selected
Fidelity Guarantee	\$100,000.00
Machinery Breakdown	Not Selected
Excess	Refer to current Certificate of Currency
Renewal Date for these sums is	04/03/2025
Last Valuation Date	09/01/2023
Last Valuation Sum	\$170,000.00

Flood Cover

The policy currently includes flood cover.

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

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

Contents and Landlords Insurance

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

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

Use of Contractors

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

Preferred Contractors

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

Non-Preferred Contractors (Approved)

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

Non Approved Contractors

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

Maintenance Requirements

Scheduled Cleaning of Gutters and Down Pipes

Strata Data were instructed that this is not required and that the item is to be added to the agenda for next year.

Grounds Maintenance – Review of Current Schedule

A discussion took place between the members present and it was resolved “that the owner of Unit 7 /Lot 2 Chris Terrel is requested to remit all receipts associated with maintaining the common property over the last two months for reimbursement by the Corporation.” *Carried Unanimously*

Two quotations for grounds maintenance were tabled, a discussion between the members present took place and it was resolved “that Maintenance Matters are to be requested to re-quote for 4 x 1/4ly visits to attend to grounds as per the scope of works, Provided the cost of the attendance does not exceed \$450.00 per visit mm will be instructed to proceed on a 1/4ly basis.” *Carried Unanimously*

Stormwater Preventative Maintenance (Hydrojet Clean)

Strata Data were instructed that this service is not required at this time.

Sewer Preventative Maintenance (Hydrojet Clean)

Strata Data were instructed that this service is not required at this time.

White Ant Inspection

Strata Data were instructed that this service is not required at this time.

Keys for Electrical Box

The members present notified the Body Corporate Manager that no owners have been issued with keys for access to the electrical box holding the electric meters. A discussion took place between the members present and it was resolved "that Strata Data were requested to write to the developers Brazzale giving them 45 days to respond with a solution, should Brazzale fail to respond the Corporation will engage a locksmith and forward the invoice to Brazzale." *Carried Unanimously*

Window Cleaning

The members present requested that Window Cleaning be added to the agenda for the 2025 Annual General Meeting.

Other Relevant Business**Sinking Fund Analysis**

Section 113 of the Community Titles Act places an obligation on the Body Corporate where there are 7 Lots or more, or where insurance upon the common property exceeds \$100,000.00, to provide a statement to its members outlining the estimated expenditure (other than recurrent expenditure) for a period of up to 5 years.

It was resolved "that the Sinking Fund Analysis report prepared by Independent Inspections as distributed with the agenda was tabled and reviewed. It was resolved "that the proposed works and associated recommended levy contributions contained within the report be reviewed every third year as required by legislation." *Carried Unanimously*

Sinking Fund Analysis Review

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

Maintenance Condition and Safety Report

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

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

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

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

Approvals, Alterations & Additions

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

Level of Maintenance Fund Contributions

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

The Body Corporate Manager tabled a budget with a total annual contribution of \$7,573.00. This Budget was not approved:

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

Administration Fund	\$8,024.00
Sinking Fund	\$1,349.00
Total Contribution	\$9,373.00

This contribution is payable quarterly and divided by entitlement on the 1st of July 2024.

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

All owners are reminded that levies are due 1st January, 1st April, 1st July & 1st October.

Election of Officers

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

Appointment of Body Corporate Manager

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

The Management Agreement will be available via the Client Portal following signing of the agreement. The agreed management fee for the coming year is \$1,668.00 including GST.

Next Annual General Meeting

The next Annual General Meeting will be held on Tuesday the 6th of May 2025 at 4:00pm Via Zoom or by RSVP for a room.

Closure

There being no further business, owners and visitors were thanked for their attendance and the meeting closed at 4:45 pm.

STRATA DATA PORTAL | ACCESS YOUR INFORMATION 24/7

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

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

How can I access the Portal?

➤ If you have already registered for portal access, please visit portal.stratadata.com.au.

➤ If you have not received an invite, please email portal@stratadata.com.au to request an invitation.



STRATA DATA

Summary Financial Statement

Community Corporation 42543 Inc.
Address: 554 Grange Road Henley Beach, South Australia 5022
ABN: 52102761405

Version: 03.10.01

Date Printed 03/04/2023

Page 1

INCOME & EXPENDITURE STATEMENT BETWEEN 13/05/2022 AND 31/03/2023

	ADMIN	SINKING	TOTAL
INCOME			
Admin Fund Levy	\$6,365.22	-	\$6,365.22
Interest on Overdue Levies	\$2.46	-	\$2.46
Interest Received	\$27.78	-	\$27.78
Sinking Fund Levy	-	\$87.89	\$87.89
Special Levy (Admin Fund)	\$1,200.00	-	\$1,200.00
TOTAL INCOME	\$7,595.46	\$87.89	\$7,683.35
OUTGOINGS			
ABN & TFN Registration	\$165.00	-	\$165.00
Arrange & Order Common Seal	\$99.00	-	\$99.00
Audit	\$157.50	-	\$157.50
Bank Charges	\$19.91	-	\$19.91
Body Corporate Management	\$1,246.79	-	\$1,246.79
Disbursements	\$442.06	-	\$442.06
Grounds Maintenance	\$47.00	-	\$47.00
Insurance Premium	\$1,003.00	-	\$1,003.00
Insurance Valuation	\$275.00	-	\$275.00
Meeting Fees	\$143.75	-	\$143.75
Public Officer	\$149.96	-	\$149.96
Sinking Fund Analysis	\$258.00	-	\$258.00
Tax Return	\$189.00	-	\$189.00
Water Charges	\$518.90	-	\$518.90
WHS Compliance	\$193.42	-	\$193.42
TOTAL OUTGOINGS	\$4,908.29		\$4,908.29

SUMMARY

OPENING BALANCE AS AT 13/05/2022	\$0.00	\$0.00	\$0.00
TOTAL INCOME	\$7,595.46	\$87.89	\$7,683.35
TOTAL OUTGOINGS	\$4,908.29	\$0.00	\$4,908.29
CLOSING BALANCE AS AT 31/03/2023	\$2,687.17	\$87.89	\$2,775.06
NET SURPLUS	\$2,687.17	\$87.89	\$2,775.06



STRATA DATA

Summary Financial Statement

Community Corporation 42543 Inc.
Address: 554 Grange Road Henley Beach, South Australia 5022
ABN: 52102761405


Version: 03.10.01
Date Printed 08/04/2024
Page 1

INCOME & EXPENDITURE STATEMENT BETWEEN 01/04/2023 AND 31/03/2024

	ADMIN	SINKING	TOTAL
INCOME			
Admin Fund Levy	\$6,728.56	-	\$6,728.56
Interest on Overdue Levies	\$5.08	-	\$5.08
Interest Received	\$144.20	-	\$144.20
Sinking Fund Levy	-	\$796.83	\$796.83
TOTAL INCOME	\$6,877.84	\$796.83	\$7,674.67
OUTGOINGS			
Audit	\$172.00	-	\$172.00
Body Corporate Management	\$1,554.89	-	\$1,554.89
Disbursements	\$531.00	-	\$531.00
Electricity	\$468.70	-	\$468.70
Grounds Maintenance	\$50.16	-	\$50.16
Insurance Premium	\$998.63	-	\$998.63
Meeting Fees	\$184.50	-	\$184.50
Public Officer	\$125.00	-	\$125.00
Tax Return	\$206.00	-	\$206.00
Water Charges	\$468.84	-	\$468.84
WHS Compliance	\$129.00	-	\$129.00
TOTAL OUTGOINGS	\$4,888.72		\$4,888.72

SUMMARY

OPENING BALANCE AS AT 01/04/2023	\$2,687.17	\$87.89	\$2,775.06
TOTAL INCOME	\$6,877.84	\$796.83	\$7,674.67
TOTAL OUTGOINGS	\$4,888.72	\$0.00	\$4,888.72
CLOSING BALANCE AS AT 31/03/2024	\$4,676.29	\$884.72	\$5,561.01
NET SURPLUS	\$1,989.12	\$796.83	\$2,785.95

PURPOSE: PRIMARY COMMUNITY		AREA NAME: HENLEY BEACH		APPROVED: 15/09/2021		<div> C42543 SHEET 1 OF 2 109816_text_01_v04_Version_4</div>			
MAP REF: 6628/41/A		COUNCIL: CITY OF CHARLES STURT		DEPOSITED: 10/11/2021					
LAST PLAN: F257061		DEVELOPMENT NO: 252/C311/20/001/63126							
AGENT DETAILS: GILBERT SURVEYORS PTY LTD 7 SEAVIEW AVENUE MIDDLETON SA 5213 PH: 0428 719 639 FAX: (08) 8271 9639		SURVEYORS CERTIFICATION:		I Peter Mark Gilbert , a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996 15th day of September 2021 Peter Gilbert Licensed Surveyor					
AGENT CODE: GILB									
REFERENCE: C186/21CP									
SUBJECT TITLE DETAILS:									
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	5687	299		ALLOTMENT(S)	196	D	4590	YATALA	
				ALLOTMENT(S)	197	D	4590	YATALA	
OTHER TITLES AFFECTED:									
EASEMENT DETAILS:									
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF			CREATION
ANNOTATIONS: THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 05/08/2020									

LOCATION PLAN

C42543

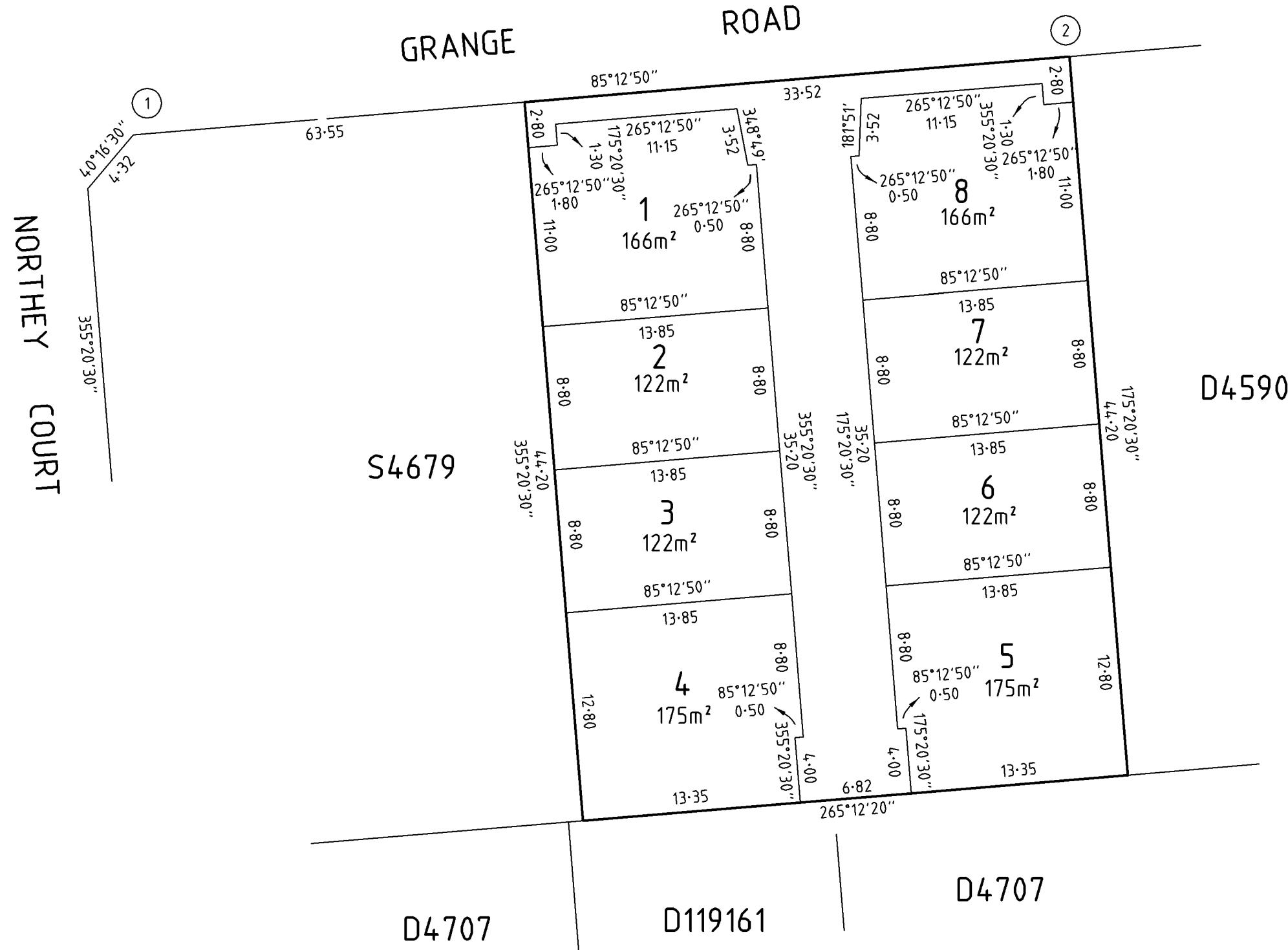
SHEET 2 OF 2

109816_pland_1_V02_Version_4

BEARING DATUM: ①-② 85°12'50"

DERIVATION: F257061 ADOPTED

TOTAL AREA: 1482m²



GILBERT SURVEYS PTY LTD

mobile 0428719639
gilbert@esc.net.au
ref: C186/21CP

7 SEAVIEW AVENUE
MIDDLETON SA 5213

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

C 42543

SHEET

OF

ACCEPTED

10/11/2021

PRO REGISTRAR-GENERAL

DEV. NO 252/C311/20/001

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
1	1275	
2	1200	
3	1200	
4	1325	
5	1325	
6	1200	
7	1200	
8	1275	
AGGREGATE	10,000	

CERTIFICATE OF LAND VALUER

I, ANGELO CAIAZZA being a land valuer within the meaning of the Land Valuers Act 1994 certify that this schedule is correct for the purposes of the Community Titles Act 1996.
Dated the 30th day of September 2021.


ANGELO CAIAZZA, AAPI
JLL Mortgage Services Pty Ltd



Sinking Fund Forecast

CC 42543 Inc



Scheme Number: CC 42543

COMPILED BY Peter Greenham

On January 29 2023

15 Years Starting at : May 13 2022

Reference Number V16: 91439

Independent Inspections
ABN 645 8817 4085
T 1300 857 149
M 0402 259 479
E admin@iigi.com.au
W www.iigi.com.au

FORECAST REPORT CONTENTS

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INTRODUCTION

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

LOCATION OF PROPERTY

554 Grange Road, Henley Beach

PROPOSED LEVIES

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

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

The Sinking Fund Levy per entitlement per annum already set is :	\$0.01
Number of Lot/Unit Entitlements:	10000
Opening Balance	\$75
The Proposed Sinking Fund levy per entitlement per annum is :	\$0.01

METHODOLOGY

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

The levy income has been determined by forecasting the expected expenditure to maintain the building and the effective life and making an allowance for those items that do not have a set lifespan. The levy income is initially adjusted to smooth the effects of major cost fluctuations given the initial fund balance and income depending on the financial position of the building. Levy income is then generally increased at a rate of 5.2% per annum over the remaining years of the forecast.

Interest receivable on the Sinking Fund Account has been allowed for in the calculation of funds available at a rate of 0.5%. The Interest receivable amount has been determined by using a net rate of 0.5% on the fund balance at the end of the preceding financial year and makes an allowance for charges that may arise. Where the rate is set to 0% it is not anticipated that sufficient interest will be accrued in the forecast period.

Replacement costs have been calculated by the current cost for each item to a standard, the same or better than the original at the time of inspection. These forecast costs are increased each year at a rate of 5.2% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10% per annum has been applied to the forecast costs, it is applied to each item cost in the year the cost that is forecast to occur for allowance of variations from quotations obtained in advance.

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

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

GST has been incorporated to the financials

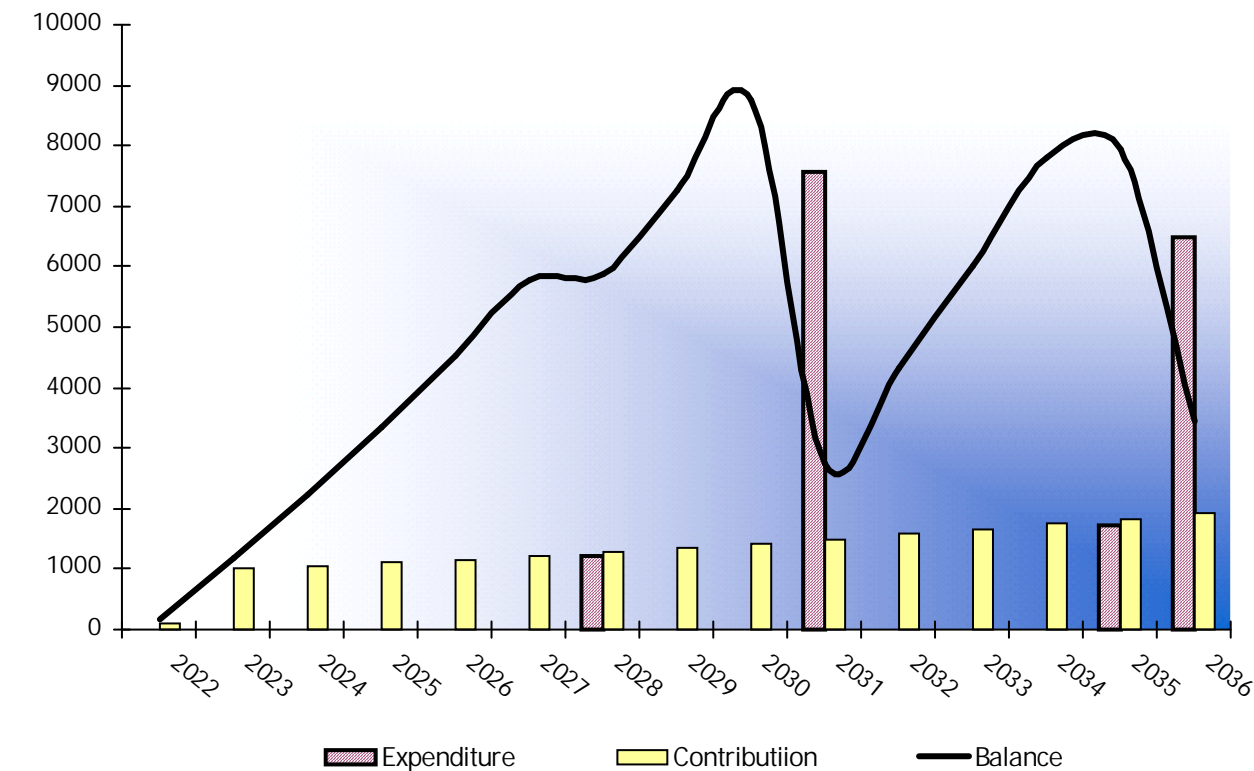
CC 42543 Inc

ANNUAL BALANCE FORECAST,EXPENDITURE AND CONTRIBUTION

Year		Costs	Income		Annual Fund Balance		Per Entitlement Levy
Life Years	Financial Year Starting	Estimated Expenditure (Inc GST)	Contribution Total P.A. incl 5.20% Inflation	Bank Interest at .50%	Opening Balance (Beginning of Year)	Closing Balance (End of Year)	
1	May 22	\$0	\$100	0	\$75	\$175	\$.01
2	May 23	\$0	\$1,000	1	\$175	\$1,176	\$.10
3	May 24	\$0	\$1,052	6	\$1,176	\$2,234	\$.11
4	May 25	\$0	\$1,107	11	\$2,234	\$3,352	\$.11
5	May 26	\$0	\$1,165	17	\$3,352	\$4,534	\$.12
6	May 27	\$0	\$1,226	23	\$4,534	\$5,783	\$.12
7	May 28	\$1,208	\$1,290	29	\$5,783	\$5,894	\$.13
8	May 29	\$0	\$1,357	29	\$5,894	\$7,280	\$.14
9	May 2030	\$0	\$1,428	36	\$7,280	\$8,744	\$.14
10	May 2031	\$7,553	\$1,502	44	\$8,744	\$2,737	\$.15
11	May 2032	\$0	\$1,580	14	\$2,737	\$4,331	\$.16
12	May 2033	\$0	\$1,662	22	\$4,331	\$6,015	\$.17
13	May 2034	\$0	\$1,748	30	\$6,015	\$7,793	\$.17
14	May 2035	\$1,722	\$1,839	39	\$7,793	\$7,949	\$.18
15	May 2036	\$6,471	\$1,935	40	\$7,949	\$3,453	\$.19

CC 42543 Inc

FORECAST OF COSTS,INCOME AND BANK BALANCE



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

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

CC 42543 Inc

YEARLY PROJECTED FORECAST SUMMARY

Year Starting	May 2028	Expense
DRIVEWAY /CAR PARK & PAVING		
	- Maintain Driveway Paving	\$1,208
<hr/>		
Total Forecast Expenditure for year commencing:	May 2028	\$1,208
<hr/>		

Year Starting	May 2031	Expense
DRIVEWAY /CAR PARK & PAVING		
	- Maintain Drainage Grates	\$1,607
<hr/>		
FENCING		
	- Maintain Fencing	\$2,009
<hr/>		
FIXTURES/FITTINGS		
	- Maintain Switchboard/ Electrical	\$2,009
	- Maintain/Repair Mail Boxes	\$1,928
<hr/>		
Total Forecast Expenditure for year commencing:	May 2031	\$7,553
<hr/>		

Year Starting	May 2035	Expense
DRIVEWAY /CAR PARK & PAVING		
	- Maintain Driveway Paving	\$1,722
<hr/>		
Total Forecast Expenditure for year commencing:	May 2035	\$1,722
<hr/>		

Year Starting May 2036 Expense

FENCING

- Maintain Underground Pipework \$6,471

Total Forecast Expenditure for year commencing: May 2036 \$6,471

Item	Cost ** (Ex GST)	1st Cycle	2nd Cycle	Condition	Year 1 2022	Year 2 2023	Year 3 2024	Year 4 2025	Year 5 2026	Year 6 2027	Year 7 2028	Year 8 2029	Year 9 2030	Year 10 2031	Year 11 2032	Year 12 2033	Year 13 2034	Year 14 2035	Year 15 2036
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DRIVEWAY /CAR PARK & PAVING

- Maintain Drainage Grates	\$800	2031	10	Good										1607					
- Maintain Driveway Paving	\$700	2028	7	Good							1208							1722	

FENCING

- Maintain Fencing	\$1,000	2031	10	Good										2009					
- Maintain Underground Pipework	\$2,500	2036	10	Good															6471

FIXTURES/FITTINGS

- Maintain Switchboard/ Electrical	\$1,000	2031	10	Good										2009					
- Maintain/Repair Mail Boxes	\$960	2031	10	Good										1928					

\$6,960											1208			7553				1722	6471
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REPORT NOTES -

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

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

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

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

COMPILED BY: Peter Greenham

Peter Greenham's Qualifications include:

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

READILY ACCESSIBLE AREA INSPECTED

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

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

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

Other Comments

GENERAL CONDITIONS OF ENGAGEMENT

1 CONSULTANT'S RESPONSIBILITIES AND OBLIGATIONS

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

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

2 PAYMENT

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

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

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

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

3 VARIATIONS/DOCUMENTS

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

4 CLIENT'S RESPONSIBILITIES AND OBLIGATIONS

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

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

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

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

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

regulatory requirements such as permit or approval fees; and

4.6 discharge its obligations reasonably and in good faith.

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

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

5 DELAY AND EXTENSION OF TIME

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

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

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

6 TERMINATION AND SUSPENSION OF SERVICES

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

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

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

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

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

7 LIABILITY

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

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

7.3 Notwithstanding any other provision of this Agreement,

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

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

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

(i) the supplying of the Services again; or

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

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

8 ASBESTOS, MOULD TERRORISM

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

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

8.3 For the purposes of this clause:

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

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

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

9 MISCELLANEOUS

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

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

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

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

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

Area	Year 1 2022	Year 2 2023	Year 3 2024	Year 4 2025	Year 5 2026	Year 6 2027	Year 7 2028	Year 8 2029	Year 9 2030	Year 10 2031	Year 11 2032	Year 12 2033	Year 13 2034	Year 14 2035	Year 15 2036
DRIVEWAY /CAR PARK & PAVING	0	0	0	0	0	0	1208	0	0	1607	0	0	0	1722	0
FENCING	0	0	0	0	0	0	0	0	0	2009	0	0	0	0	6471
FIXTURES/FITTINGS	0	0	0	0	0	0	0	0	0	3937	0	0	0	0	0
							1208			7553				1722	6471

COMMUNITY TITLES ACT 1996

BY – LAWS

COMMUNITY CORPORATION NO. 42543 INC.

PRIMARY COMMUNITY PLAN

ADDRESS:

554 Grange Road Henley Beach SA 5022

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


.....
Mark Anthony Psarros/Annette Giannopoulos

130 Franklin Street, Adelaide SA 5000

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COMMUNITY TITLES ACT 1996.
COMMUNITY SCHEME PLAN NO. 42543

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

Persons bound by these by-laws

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

Variation of by-laws

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

Insurance

3. (a) The buildings on the community lots **ARE NOT** insured by the community corporation.
- (b) The owners of lots who share a party wall must insure the buildings on their lots against risks that a normally prudent person would insure against for the full cost of replacing the buildings with new materials and must insure against incidental costs such as demolition, site clearance and architect's fees. Evidence of the insurance must be delivered to the community corporation. (Section 106).
- (c) The owners of lots should insure the buildings on their lot for their own protection.
- (d) The community corporation must take out the insurance specified in sections 103 and 104 of the Act.
- (e) The developer must insure and maintain that insurance for 6 months after the plan is deposited. (Section 107)

Membership of community corporation

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

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Fences

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

COMMUNITY TITLES ACT 1996

COMMUNITY PLAN NO. 42543

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COMMUNITY SCHEME PLAN NO.

BY-LAWS of the community scheme in relation to the land divided by the plan of community division deposited in the Lands Titles Registration Office and numbered **42543** made pursuant to section 34 of the Community Titles Act 1996.

PART 1 – PRELIMINARY

Interpretation

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

“the Act” means the Community Titles Act 1996;

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

“the plan” means the plan of community division deposited in the Lands Titles Registration Office and numbered **42543**;

“building” means building or other improvement;

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

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

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

“Manager” means any party approved by the Corporation from time to time to manage and perform duties and functions on behalf of the Corporation under the Act, and a “Corporation Management Agreement” means any agreement appointing a Community / Strata Manager under Section 75 (5) of the Act;

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

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

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

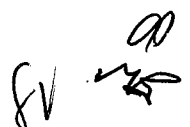
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- (2) Any term defined in the Act and used in these by-laws has the meaning stated in the Act unless the contrary intention appears.
- (3) Notes to provisions of these by-laws or attached to these by-laws do not form part of these by-laws.

PART 2 – COMMON PROPERTY

Administration and management of common property

- 2. The corporation shall administer, manage and control the common property.
 - (a) The Corporation is responsible for the administration, management and control of the Common Property.
 - (b) The Corporation may (but is not obliged to) appoint a management committee (comprising representatives of Lot Owners) which will be responsible to the Corporation for the administration, management and control of the Common Property except for matters concerning:
 - i) the fixing of contribution amounts from Lot Owners;
 - ii) appointment of a Manager under by-law; and
 - iii) maintenance, upgrading or improvements to the Common Property where the amount expended would exceed \$1,000.00 or such greater amount as may be decided by the Corporation.
 - (c) The Corporation may (but is not obliged to) appoint a Manager which will be responsible to, and which will to assist the Corporation in carrying out, on behalf of the Corporation, the functions of administering, managing or controlling the Common Property, but:
 - i) the Manager must enter into a written Corporation Management Agreement with the Corporation which is subject to annual review; and
 - ii) the Corporation must be entitled under a term of the Corporation Management Agreement to terminate that agreement in the event of default by the Manager in satisfactory performance of its duties.
 - iii) the Corporation may delegate its powers and duties under these by-laws to the extent permitted by the Act.
 - (d) Lot Owner Contributions
 - i) The Corporation will in general meeting (and not by its management committee) fix the amount it requires from Lot Owners from time to time by way of contributions for anticipated expenditure (such as common property maintenance, building services, rates and taxes, insurances, repairs etc).
 - ii) Subject to other provisions of these by-laws and the Act, and unless otherwise provided by a unanimous resolution of the Corporation the share of an amount to be contributed by a Lot Owner is proportional to the Lot entitlement of the relevant Lot.
 - iii) Corporation costs which are attributable to or in respect of facilities, services or parts of the Common Property that are used or are for the exclusive use or benefit of the owners or occupiers of some Lots, but which are not used or are not for the benefit of other Lots, may be apportioned by the Corporation for

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payment solely by those Lots which have the use or exclusive benefit of such facilities, services or parts of the Common Property.

- (e) The Corporation may, by ordinary resolution-
 - i) permit contributions to be paid in instalments specified in the resolution; and
 - ii) fix (in accordance with regulations to the Act) interest payable in respect of a contribution, or an instalment of a contribution, that is in arrears.
- (f) The Corporation shall maintain repair and replace all of the improvements and service infrastructure in or forming part of the common property,
- (g) without limiting the effect of by-law 2 (a) the community corporation shall regularly service and clean all storm water silt traps situated in any roadway or driveway forming part of the common property,
- (h) the corporation shall ensure that all public lighting within the common property is in good working order and the corporation shall maintain repair and replace the public lighting as and when required,
- (d) the corporation shall irrigate and properly maintain all lawns gardens and trees situated on the common property (if any),

Use of common property

- 3. (1) Subject to the Act, these by-laws and any rights that may be granted by the corporation, the owners and occupiers of lots in the community parcel and their visitors may, jointly with the owners and occupiers of the other lots in community parcel and their visitors, use and enjoy the common property for the purposes for which it is provided.
- (2) Owners and occupiers of lots must comply with these by-laws and any rules made, or conditions imposed, by the corporation from time to time relating to the use or enjoyment of the common property.
- (3) Lot Owners, occupiers, and Invitees must not:
 - 3.1 damage or interfere with any structure, building services, shrub, plant, tree or garden, or deposit rubbish or waste material on or in the common Property, or in any way obstruct the lawful use of the common Property;
 - 3.2 without the prior approval in writing of the corporation, subject to Clause 8 & 10 below, mark, paint, erect or construct any permanent structure or service infrastructure on the common Property;
 - 3.3 damage or deface any existing structure, facilities or service infrastructure that forms part of the common Property;
 - 3.4 not use or interfere with any fire hydrant or any other firefighting or fire safety equipment except in the case of an emergency;
 - 3.5 use any portion of the common property for their exclusive use as a garden or parking area or otherwise;
 - 3.6 restrict or prevent any representative or contractor of the corporation from gaining access to, along and across any part of the common property;

- 3.7 dispose of any rubbish on common property other than in bins or receptacles intended and set aside for the purpose;
- 3.8 fail to comply with any reasonable direction or request from the corporation in relation to use of the common property;
- 3.9 rollerblade, roller skate or ride a skateboard on any part of the common Property;
- 3.10 play any game on common property so as to interfere with safety or comfort of any other person on common property;
- 3.11 sing, busk or play a musical instrument on common property;
- 3.12 use on the common property any device which emits music or noise at more than 80Db in volume;
- 3.12 repair, wash, paint, panel-beat or otherwise work on any motor vehicle except in an area specifically set aside for that purpose (if any) provided that this clause will not extend to emergency repairs in the case of vehicle breakdown;
- 3.13 preach to or harangue other people;
- 3.14 obstruct any footpath, road or walkway;
- 3.15 use or occupy any caravan, trailer or other vehicle on the Common Property for sleeping or otherwise as a place of habitation;
- 3.16 ride any bicycle, or drive any motorized vehicle (other than a wheelchair or vehicle used by handicapped persons) except in areas specifically specified for the purpose;
- 3.17 be inadequately clothed when on common property;
- 3.18 use any language or behave in a manner likely to cause offence or a nuisance to others;
- 3.19 fail to comply with any speed limits posted by the corporation; or
- 3.20 fail to comply with any rules reasonably issued by the corporation concerning use of the common property

Offences on common property

4. A person must not without the prior consent in writing of the corporation –
- (a) enter upon the common property or use the common property in any manner or for any purpose provided that this clause does not apply to the owners and occupiers of lots or their visitors;
 - (b) obstruct, or unreasonably interfere with, the lawful use of the common property by the owner or occupier of any lot or his or her visitors;
 - (c) damage, deface, or interfere with any building, tree, plant or garden on the common property; or
 - (d) deposit any rubbish, waste or other material (whether of a similar nature or not) on the common property unless it is deposited in or disposed of in a bin or receptacle for that specific purpose;



- (e) use the common property for any unlawful purpose;
- (f) Interfere with the public lighting, and any services located on or within the common property;
- (g) not use or interfere with any fire hydrant or any other firefighting or fire safety equipment except in the case of an emergency;
- (h) Use any portion of the common property for their exclusive use as a garden, parking area, area for mechanical repairs or maintenance of personal property or otherwise;
- (i) restrict or prevent any representative or contractor of the Corporation from gaining access to, along or across any part of the common property.
- (j) Display any advertisement, sign, or hoarding on any part of the common property without the written consent of the Corporation.
- (k) Sing, busk, or play musical instruments on the common property, or use any device which emits music or noise at more than 80Db in volume.
- (l) Use or occupy any caravan, trailer, or other vehicle on the common property for sleeping or otherwise as a place of habitation.

Traffic and Parking

5. (1) A person must not drive a motor vehicle on the common property except on a roadway provided by the corporation for use by motor vehicles.
- (2) A person must not obstruct vehicular or pedestrian traffic on the common property.
- (3) Subject to clause (4) of this by-law, a person must not park, service, paint, panel beat, repair or otherwise work on any motor vehicle (except in the case of emergency of a mechanical breakdown on the common property).
- (4) Owners and occupiers of lots and their visitors may park motor vehicles in any area provided by the corporation for the parking of motor vehicles by owners and occupiers and their visitors subject to compliance with these by-laws and any rules made, or conditions imposed, by the corporation from time to time.
- (5) A person must not ride a skate board, scooter, motorbike, bicycle, use roller skates, roller blade, or any other similar device on the common property.
- (6) Owners and occupiers of lots and their visitors, servant and agents must comply with the speed set by the Corporation on the common property
- (7) Owners and occupiers of lots and their visitors must comply with all reasonable rules issued by the Corporation from time to time.

- (8) The Corporation may erect and maintain any sign on the common property which displays parking restrictions or regulations, speed limits, or access requirements in relation to the common property.

Notice of defects in common property

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

PART 3 – COMMUNITY LOTS

Use of lots

7. A Lot Owner, Occupier or Invitee must:
- a) not use any Residential Lot for any commercial, retail or other non-residential purpose unless the use has been specifically approved by the Corporation;
 - b) use and enjoy the Lot in a manner consistent with the Scheme Description;
 - c) use the Lot in accordance with the *Development Act* 1993;
 - d) pay all rates, taxes, insurances and other outgoings in relation to the Lot as they fall due;
 - e) not create any undue noise, disturbance or undertake any activity or behaviour which is likely to interfere with the quiet enjoyment of other Lot Owners or Occupiers and in particular, ensure that noise emissions from the relevant Lot are kept to a level where they will not disturb neighbouring Lot owners or Occupiers, in particular (but without limitation) between the hours of 12am and 7 am;
 - f) be adequately clothed when visible from another Lot or from the Common Property and must not undertake any lewd or objectionable behaviour likely to cause offence to other Lot Owners, Occupiers or Invitees;
 - g) not bring objects or materials onto a Lot of a kind which are likely to cause justified offence to other members of the Corporation community or store on any Residential Lot any dangerous explosive or noxious substances (other than normal household chemicals, gases and fuels);
 - h) not without prior written consent of the Corporation (which may be given, withheld or withdrawn at any time as the Corporation sees fit):
 - i) change the use or character of a Lot; or
 - ii) cause, permit or allow any loud noise or music from a Lot or from the Common Property so as to disturb or be a nuisance to Occupiers of other Lots; or
 - iii) hang any washing, towels, bedding, clothing, or other articles on any part of the Lot or Common Property in such a way as to be visible from outside the Building; or
 - iv) erect or affix radio or television aerials or antennae to the outside of its Lot or the Building;

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- i) allow free access in or on the Lot (at reasonable times) to the Corporation and its contractors for maintenance, repair or replacement of any common service infrastructure shared between the Lots;
- j) not, without the prior written approval of the Corporation erect or display any signs on a Lot other than:
 - i) during development of a Lot (and then only the display of signs required under the Building Work Contractors Act 1995); or
 - ii) where an advertising sign is associated with the sale of a Lot;
- k) at all times maintain and keep improvements on or within a Lot clean and tidy and in a good state of repair and condition including (without limitation):
 - i) keeping gutters and downpipes clear and free of leaves or other debris;
 - ii) repainting as necessary;
 - iii) replacing or repairing damaged or decaying materials; and
 - iv) replacing or repairing broken or cracked windows and doors;
 - v) properly servicing, maintaining and repairing air-conditioning systems which exclusively service the Lot (even if the whole or a part of the air-conditioning equipment is located on or in Common Property);
 - vi) ensuring that landscaping is kept neat and tidy and free of rubbish;
- l) comply with reasonable requirements or orders of the Corporation in relation to upkeep and maintenance;
- m) store garbage within the relevant Lot in an appropriate container which prevents the escape of unpleasant odours and which is located in an area hidden from public view;
- n) not use a barbeque or cooking device on the Common Property
- o) leave garbage bins (for emptying at the appropriate times), in the location allocated for the relevant Lot;
- p) take reasonable precautions when watering plants on any balcony to prevent water overflowing upon any other Lot or Lot Subsidiary or on the Common Property;
- q) not without prior written approval of the Corporation erect any satellite dish on a Lot or on the Common Property and if such approval is obtained, the satellite dish must be concealed from view;
- r) not leave goods or furniture on the Common Property at any time and if so left may be removed by the Corporation at the expense and risk of the Lot Owner.
- s) comply with all statutory requirements in relation to the disposal of garbage;
- t) ensure that their tenants, guests and / or other invitees are aware of these by-laws and ensure that their tenants, guests and / or other Invitees do not engage in (or desist from) any conduct, which is in breach of these by-law;
- u) all appliances and other electric or mechanical devices on a Lot must be designed installed and operated in such a manner that any person or persons living in other Lots or adjacent to the Lot should not be subjected to any unreasonable nuisance or inconvenience from noise or fumes; and

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- v) no air-conditioning units, pipework or exhaust systems may be installed by a Lot Owner or Occupier so as to penetrate the roof or walls of a Lot.

Building work on lots

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

Repair

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

Painting

10. (1) A person must not, without the prior consent in writing of the corporation paint or decorate the façade, verandah or any other external part of any building on a lot with colours different to the existing colours thereof.
- (2) Subject to clause (1) of this by-law, a person may paint or redecorate the interior of any building on a lot at any time.

Gardens

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

Offensive objects and rubbish

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

Animals and reptiles

13. (1) Subject to clauses (2) and (3) of this by-law a person must not keep any animal or reptile on the community parcel without the prior consent in writing of the corporation.
- (2) the owners or occupiers of a lot may keep one cat and one dog on the lot provided they do not cause a nuisance to other lot owners or occupiers and, in the case of a dog, that
- (i) the weight of the dog does not exceed 10 kilograms,
 - (ii) the dog is not of a prescribed breed under the Dog and Cat Management Act 1995, and
 - (ii) no order in relation to the dog has been made under section 50 of the Dog and Cat Management Act 1995.
- (3) Nothing in this by-law shall prevent –
- (a) an occupier of a lot, who suffers from a disability –
 - (i) from keeping a dog on the lot, if the dog is trained to assist the occupier in respect of that disability, or
 - (iii) from using the dog for that purpose; or
 - (iv) a visitor to the community parcel who suffers from a disability from using a dog trained to assist the visitor in respect of that disability.

Obligations of owners and occupiers

14. The owner or occupier of a lot must not –
- (a) interfere, or permit interference, with the support or shelter provided by the lot for another lot or the common property,
 - (b) interfere, or permit interference, whether within or outside the lot, with the service infrastructure or any service provided by means of the service of the use or enjoyment of another lot or the common property by another person who is lawfully on the other lot or the common property, or

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- (c) use, or permit the use of, the lot or the common property in a way that –
 - (i) causes a nuisance, or
 - (ii) interferes unreasonably with the use or enjoyment of another lot or the common property by any person who is lawfully on the other lot or the common property.

Disturbances

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

Noise

16. A person must not make or cause, suffer or permit any noise to be made on any lot, or any other part of the community parcel, that unreasonably interferes with the use and enjoyment of any other lot or part of the common property by any person who is lawfully on the other lot or the common property.

Notification of change of ownership or occupation

17. The owner of a lot must notify the corporation immediately of: -
- (a) any change in the ownership of the lot, or in the address of the owner: and
 - (b) any change in the occupancy of the lot.

Insurance on lots

18. (a) The buildings on the community lots are not insured by the community corporation.
- (a) The owners of lots who share a party wall must insure the buildings on their lots against risks that a normally prudent person would insure against for the full cost of replacing the buildings with new materials and must insure against incidental costs such as demolition, site clearance and architect's fees. Evidence of the insurance must be delivered to the community corporation. (Section 106).
- (c) The owner of a lot must at all times keep current building insurance for all buildings on the lot for replacement and or/reinstatement and should a claim against such insurance be made all moneys received must be used for replacement and or reinstatement of the buildings on the lot substantially the same dimensions design and exterior colour scheme as the original buildings on the lot unless consented to by the corporation.
- (d) The owners of lots should insure the buildings on their lot for their own protection.
- (e) The community corporation must take out the insurance specified in sections 103 and 104 of the Act.

Handwritten signature/initials

- (f) The developer must insure and maintain that insurance for 6 months after the plan is deposited. (Section 107)

PART 4 – THE CORPORATION

Votes of members

19. One vote may be cast in respect of each community lot on any matter arising for decision at a general meeting of the corporation.

Borrowing powers

20. The management committee of the corporation must not –
- (a) borrow money or obtain any other form of financial accommodation; or
 - (b) give any security for the payment of money or the performance of any other obligation;
- unless the borrowing, obtaining or giving thereof has been specifically authorised by a unanimous resolution of the corporation.

PART 4 – THE CORPORATION

Alteration of roadway

21. (1) The roadway on the common property which provides access to lots in the community parcel shall not be altered in any way unless the alteration is specifically authorised by a unanimous resolution of the corporation.
- (2) The corporation may make rules or impose conditions relating to the use of the roadway.
- (3) Notwithstanding clauses (1) and (2) of this by-law, no alteration may be made to the roadway and no rule may be made or condition imposed that would prevent access to a lot by the owner or occupier of the lot or by other persons.

PART 5 – GENERAL

Further division of lots

22. A community lot must not be divided by a secondary plan of community division.

Prevention of Contravention of by-laws

23. (1) Owners and occupiers of lots must not authorise or suffer permit any person to contravene, or fail to comply with, any provision of these by-laws.

Handwritten signature/initials

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- (2) Owners and occupiers of lots must take all reasonable steps to ensure that their visitors do not contravene, or fail to comply with, any provision of these by-laws.

Offences

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

Indemnity and Release of Corporation

25. A person bound by these by-laws will:
- 25.1 indemnify and hold harmless the Corporation from and against all or any actions, claims, demands, losses damages, costs and expenses which the Corporation will or may become liable for in respect of or arising out of any loss or injury (personal or property) suffered by any person in on or about a lot or common property, except and to the extent that the loss or injury was caused or contributed by the negligence of the Corporation.
 - 25.2 occupy, use and keep the lot at the risk in all things of the lot owner and the lot owner hereby releases to the full extent permitted by Law the Corporation from any accident, damage, or injury occurring thereon (and on common property) except to the extent that any such claims, demands, and damages arise from or as a consequence of the negligence of the Corporation, or its servants, invitees, tradespeople or agents.

Maximum penalty: \$500.00

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LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

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

FORM APPROVED BY THE REGISTRAR-GENERAL

SERIES NO	PREFIX
	LF

AGENT CODE

LODGED BY: Psarros & Allen

PSAL

CORRECTION TO: Psarros & Allen

PSAL

**SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)**

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- 2.....
- 3.....
- 4.....
- 5.....

PICK-UP NO.	
CP	

CORRECTION	PASSED
FILED	
REGISTRAR-GENERAL	

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

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

Scheme Description
Development No. 252/2062/19
PAGE 1 OF 6

COMMUNITY TITLES ACT 1996

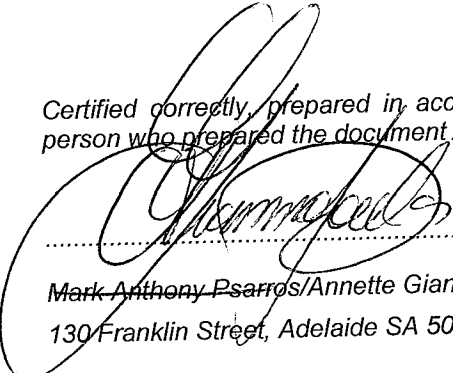
SCHEME DESCRIPTION

COMMUNITY CORPORATION NO. 42543 INC.

ADDRESS:

554 Grange Road Henley Beach SA 5022

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



.....
Mark Anthony Psarros/Annette Giannopoulos
130 Franklin Street, Adelaide SA 5000

**COMMUNITY SCHEME DESCRIPTION
COMMUNITY PLAN NO. 42543**

INDEX

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

Attachment "A"

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

- 1.1 The community parcel and the lots and common property into which the parcel is to be divided are identified on the plan attached hereto (see attachment A).
- 1.2 The community plan is a primary plan being the division of an allotment into eight (8) community lots and common property.
- 1.3 The community plan comprises a residential townhouse development to be constructed on the land, it comprises eight (8) two storey townhouses, four (4) which are attached and another four (4) attached with a common property driveway in the middle of the two townhouse buildings, with associated parking, landscaping and two (2) metre high brickwall at the front, as per the proposed community plan attached.

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

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

3. Standard of Buildings and Other Improvements

- 3.1 The developer will construct the eight two storey dwellings, landscaping, car parking and driveway, on the community parcel and two (2) metre high brick wall at the front of as referred to in Paragraph 1.3 of this Scheme Description in accordance with the Development Approval(s) granted by the – City of Charles Sturt
- 3.2 The standard of the work to be performed and the materials to be used on the community lots and common property will be a fair average standard or such higher standard as the developer, in its absolute discretion, may determine.

- 3.3 The estimated time for completion of the community lots and the common property is 31st day of December 2021.
- 3.4 Any additional buildings or improvements, or alterations or additions to existing buildings or improvements, or replacement of existing buildings or improvements, whether on lots or common property, shall be located, designed and constructed in a manner and to a standard consistent with the buildings and improvements undertaken by the developer and referred to in Paragraph 3 of this Scheme Description.

4. Conditions of Development Imposed Pursuant to the Development Act, 1993

The division of the community parcel is subject to conditions imposed by the City of Charles Sturt in relation to .:

- 4.1 Development Plan Consent and Land Division Consent contained within the Development Approval attached, and

A copy of each of the Decision Notification Forms with the conditions set out in full are attached (see Attachment A).

5. Other Important Features of the Scheme

There shall be no division of a community lot by a secondary plan.

6. Other Information required by the regulations.

No other information is required by the regulations.

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


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

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

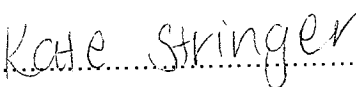
The City of Charles Sturt Council the relevant authority endorses the within scheme description.

THE CITY OF CHARLES STURT COUNCIL

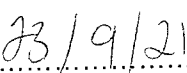
Signature of Authorised Officer:


.....

Name of Authorised Officer


.....


Date of Consent


.....

ATTACHMENT A

1. Copy of Community Plan
2. Decision Notification Forms

NOT YET APPROVED

PURPOSE: PRIMARY COMMUNITY		AREA NAME: HENLEY BEACH		APPROVED:	 C42543	
IMAP REF: 6628/41/A		COUNCIL: CITY OF CHARLES STURT		DEPOSITED:	SHEET 1 OF 2	
LAST PLAN: F257061		DEVELOPMENT NO: 252/C311/20/001/63126		109816_text_01_v01_Version_1		
AGENT DETAILS: GILBERT SURVEYORS PTY LTD 7 SEAVIEW AVENUE MIDDLETON SA 5213 PH: 0428 719 639 FAX: (08) 8271 9639		SURVEYORS CERTIFICATION: I Peter Mark Gilbert, a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996 30th day of August 2021 Peter Gilbert Licensed Surveyor				
AGENT CODE: GILB		REFERENCE: C186/21CP		REFERENCE NUMBER:		
SUBJECT TITLE DETAILS: PREFIX VOLUME FOLIO OTHER CT 5887 299		PARCEL ALLOTMENT(S) ALLOTMENT(S)				
OTHER TITLES AFFECTED:		NUMBER 196 197		PLAN D D		
		NUMBER 4590 4590		HUNDRED / IA / DIVISION YATALA YATALA		
		TOWN				
EASEMENT DETAILS: STATUS		LAND BURDENED		FORM		CATEGORY
		IDENTIFIER		PURPOSE		IN FAVOUR OF
						CREATION
ANNOTATIONS: THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 05/08/2020						

NOT YET APPROVED

LOCATION PLAN

C42543

SHEET 2 OF 2

109816_pland_1_V01_Version_1

BEARING DATUM: ①-② 85°12'50"

DERIVATION: FZ57061 ADOPTED

TOTAL AREA: 1482m²

GRANGE ROAD

D4590

D4707

D4707

D119161

D4707

S4679

NORTHEY COURT



GILBERT SURVEYS PTY LTD

mobile 0428719639

7 SEAVIEW AVENUE

MIDDLETON SA 5213

ref: C186/21CP

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



20 October 2020

1 Stuckey Pty Ltd
C/- Western Surveying Services
19 Chatswood Crescent
KIDMAN PARK SA 5025

Dear Sir/Madam

Development Application No	252/2300/20
Applicant	1 Stuckey Pty Ltd
Proposal	Community Title – 252/C311/20 – Creating eight allotments from two
Address	554 Grange Road HENLEY BEACH SA 5022
Legal Description	Lot 196 DP 4590 Vol 5687 Fol 299, Lot 197 DP 4590 Vol 5687 Fol 299
Additional Properties	No related Properties
Additional Legal Descriptions	No related Land

I refer to your recent application and advise that Council has made a decision.

The Decision Notification Form outlining the decision and any conditions (where applicable) is attached. Please ensure you read all pages of the Decision Notification Form including the conditions of approval.

Please note you may also require other approvals and clearances under other relevant legislation before commencing the development. In particular you are also advised to contact SA Power Networks regarding the location of public and private electricity supply lines in relation to your proposal.

You are reminded that Section 86(1)(a) of the Development Act 1993 provides for a right of appeal to the Environment, Resources and Development Court against this decision, or the imposition of conditions attaching to the authorisation, within **two months** after receipt of this notice (Section 86(4) of the Act).

Please note any appeal has to be lodged **with the Court and not with the Council**.

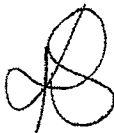
Council will not act as a representative for other parties before the Court and Council Officers can only provide preliminary advice regarding the Court's procedures. If you wish to pursue an appeal, you are strongly urged to take professional advice on the matter.

For assistance in lodging an appeal, it is suggested that you contact the Court which is located in the Sir Samuel Way Building, Victoria Square, Adelaide or phone the Court on (08) 8204 0300.

To assist us in our service delivery, please click on the following link or type the URL into your web browser to complete the Development Application Customer Feedback Survey – <https://www.surveymonkey.com/s/BKGJC9C>.

Should you require any clarification regarding this matter, please contact me on 8408 1838.

Yours faithfully

A handwritten signature in black ink, appearing to be 'K Stringer', with a stylized loop at the end.

Kate Stringer
Development Officer (Planning)

KST:CJ

Enclosure

Decision Notification Form

Development Application Number
252/2300/20

To: 1 Stuckey Pty Ltd
C/- Western Surveying Services
19 Chatswood Crescent
KIDMAN PARK SA 5025

For Development Application
Dated: 16/09/2020
Registered: 25/09/2020
DAC Reference: 252/C311/20

Location of Proposed Development: 554 Grange Road HENLEY BEACH SA 5022
Lot 196 DP 4590 Vol 5687 Fol 299, Lot 197 DP 4590 Vol 5687 Fol 299

Additional Properties: No related Properties
No related Land

Nature of Proposed Development: Community Title – 252/C311/20 – Creating eight allotments from two

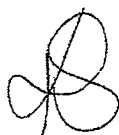
Building Classification: N/A

In respect of this proposed development you are informed that:

Nature of Decision	Decision	Number of Conditions	Decision Date
Development Plan Consent - decision by City of Charles Sturt	Granted	1	19/10/2020
Land Division	Granted	3	19/10/2020
Building Rules Consent - Not Required			
Public Space			
Other			
Development Approval	Granted	4	20/10/2020

Reasons for this decision, any conditions imposed, and the reasons for imposing those conditions are set out on the attached sheet.

- ☐ State Commission Assessment Panel or delegate
- ☒ Council Chief Executive or delegate
- ☒ Sheets attached



Signed:

(Our Ref: 252/2300/20)

City of Charles Sturt 72 Woodville Road, Woodville, South Australia 5011 T 08 8408 1111 F 08 8408 1122 www.charlessturt.sa.gov.au

Development Plan Consent for 252/2300/20

- A. That pursuant to Section 35 (2) of the Development Act, 1993, the proposal is not seriously at variance with the relevant provisions of the Charles Sturt (City) Development Plan.
- B. That pursuant to Section 33 of the Development Act, 1993, Development Application Number 252/2300/20 be **GRANTED** Development Plan Consent subject to the following conditions:

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 and at all times thereafter needs to be maintained to Council's satisfaction.

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

Land Division Consent for 252/2300/20

Conditions required by the State Commission Assessment Panel:

- 1. The financial requirements of the S A Water Corporation shall be met for the provision of water supply and sewerage services. (SA Water H0103369)

The developer must inform potential purchasers of the community lots in regard to servicing arrangements and seek written agreement prior to settlement, as future alterations would be at the full cost to the owner/applicant.

For SA Water to access this application, the developer must advise SA Water the preferred servicing option. Information can be found at : <http://www.sawater.com.au/developers-and-builders/building,-developing-and-renovating-your-property/subdividing/community-title-development-factsheets-and-information>. For queries call SAW Land Developments on 74241119

- 2. Payment of \$46,566.00 into the Planning and Development Fund (6 allotment @ \$7761.00/allotment). Payment may be made by credit card via the internet at www.edala.sa.gov.au or by phone (7109 7018), by cheque payable to the Department of Planning, Transport and Infrastructure marked "Not Negotiable" and sent to GPO Box 1815, Adelaide 5001 or in person, by cheque or credit card, at Level 5, 50 Flinders Street, Adelaide.
- 3. A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the State Commission Assessment Panel for Land Division Certificate purposes.

Notes

1. Pursuant to Regulation 60(4)(b)(ii) of the Development Regulations 1993, you are advised that the relevant buildings are under construction.
2. Council has no objection to the State Planning Commission issuing the Certificate of Approval. Please note that should there be any variation to the certificate plan from the plan granted a Development Approval Council will need to review these changes and endorse them before any Certificate of Approval is issued to ensure that there is no material effect on existing structures or any land use approval granted in association with the land.
3. The State Planning System is currently in the process of significant Planning Reforms. When the Planning, Development and Infrastructure Act 2016 commences, all Metropolitan Councils will be transferred to the Planning and Design Code under the Planning, Development and Infrastructure Act 2016. The Planning and Design Code will replace all current Development Plans. Therefore, some areas may see shifts in the principles governing development in their area.

Further details in relation to the Planning Reforms can be found at https://www.saplanningportal.sa.gov.au/planning_reforms.

Planning Consent

Your consent is valid for a period of 12 months from the date of this consent and you must have obtained a Building Rules Consent and Development Approval within this period. Should Development Approval not be achieved within this timeframe, your consent will lapse and a new development application must be lodged, unless an extension is obtained. Should a request for extension be made after the Planning, Development and Infrastructure Act 2016 commences, your request will be subject to the transitional provisions of the Planning, Development and Infrastructure Act 2016.

Development Approval

Your Development Approval is valid for a period of 12 months from the date of this approval. You must have substantially commenced construction within 12 months from the date of development approval and must have substantially completed the development within three (3) years from the date of development approval. Should these timeframes not be achieved, your approval may lapse and a new development application must be lodged, unless an extension is obtained. Should a request for extension be made after the Planning, Development and Infrastructure Act 2016 commences, your request will be subject to the transitional provisions of the Planning, Development and Infrastructure Act 2016.

4. Impacts on your rates

Please note that the Council rate in the dollar for vacant land is significantly higher than that associated with a residential property. This is aimed at encouraging owners to develop their land promptly. Once you have demolished the dwelling on this site the rates charged for the future financial year will increase until the land is developed. Please follow the [Residential Construction Rebate](#) link to find information about whether this can apply to you and how to apply so that the impact of this difference in rating is reduced.

5. For information regarding NBN connection for new developments, please refer to the following link – <http://www.nbnco.com.au/develop-or-plan-with-the-nbn/new-developments.html>.

To ensure your development can now proceed without unnecessary delays please ensure the matters outlined below are properly managed.

The following information outlines **your obligations** in relation to appropriately managing noise, dust and works effecting adjoining land (both private and public).

Driveway Crossovers

- You are advised that under the Local Government Act 1999 construction of any footpath, kerb, gutter or crossover on Council land will require a permit from Council's Engineering Strategy and Assets Department. It is illegal to undertake work on Council land without permission. Please contact Council on 8408 1111 or refer to our website link Works on Public Road for Council standards.

Council Verges

- Please note that Council does not have funds to reinstate/landscape the verge at the completion of building work where this is the responsibility of the owner.
- Any proposed landscaping on Council's verge requires Council's permission via a permit application. Please contact Council on 8408 1111 or refer to our website link Work on Council Property for relevant information.

Common boundary

- When removing fences that are on the common boundary with your neighbour you must give your neighbour 28 days' notice in writing that you intend to remove the dividing fence. Where the neighbour has a pool, particular care must be taken to ensure the pool is not left exposed, if temporary fencing is installed the temporary fence must comply with AS 1926.1 – Swimming pool safety. We recommend that you consider the Fences and the Law booklet available on line and follow the processes outlined in the booklet.
- Where it is intended to erect external walls on the boundary the face of the external wall must be on the boundary. Further, barge boards, capping tiles or other fixtures on the boundary wall must not encroach upon the land of the adjoining owner. Existing fence lines may not be the true legal boundary. To avoid violation of neighbour's rights, the onus of proof of the boundary line rests with the owner of the land where the work is undertaken. This will necessitate a survey being carried out by a licensed surveyor to identify the true location of the boundary and proposed footing on the ground. You will need the neighbour's written approval to enter their land to carry out any construction.

Neighbours

- Construction within an established neighbourhood can be a stressful time for existing residents. You are urged to take all necessary precautions to ensure adjoining properties are not damaged or residents unreasonably impacted. In the interests of good neighbourliness you may wish to consider providing your contact details to all adjoining property owners inviting them to contact you should there be any concerns during the construction process.

Asbestos

- If there is asbestos material in or on the building or fencing to be demolished there are specific requirements for the method of removal and disposal of asbestos. The removal of asbestos over 10 square metres in area must be carried out by a licensed asbestos removal contractor in accordance with Safe Work SA requirements. For further information in relation to this please contact Safe Work SA on 1300 365 255.

Use of Public Space

- Should any part of the development process require occupation of public land (ie, the footpath, nature strip, road or other reserve), additional permits will be required and should be applied for **at least 6 weeks prior to occupation**.
- Examples of such activities include storage of materials, delivery of materials from public land, placing of temporary fences on public land, blocking of the road, footpath or nature strip for any period of time.
- Where works from public space impact vehicular or pedestrian traffic, you will be requested to lodge a Traffic Management Plan that adheres to the requirements of the relevant Australian Standards.
- Permit applications will be assessed under sections 221 and 222 of the Local Government Act, and may require public consultation under section 223 of the Local Government Act.
- Additional fees and charges may apply, please contact the Council's Community Safety Team on 8408 1111 to discuss your project's needs.

Environment Protection Note

The ***Environment Protection (Water Quality) Policy 2015*** requires any person who is undertaking an activity, or is an occupier of land to take all reasonable and practicable measures to avoid the discharge or deposit of waste from that activity or land into any waters or onto land in a place from which it is likely to enter any waters (including the stormwater system).

The policy also creates offences that can result in on-the-spot fines or legal proceedings. The following information is provided to assist you to comply with this legislation:

1. Building and construction should follow sediment control principles outlined in the Stormwater Pollution Prevention – Code of Practice for the Building and Construction Industry (EPA 1999). Specifically, the applicant should ensure:
 - During construction no sediment should leave the building and construction site. Appropriate exclusion devices must be installed at entry points to stormwater systems and waterways.
 - A stabilised entry/exit point should be constructed to minimise the tracking of sand, soil and clay off site. However, should tracking occur, regular clean-ups are advised.
2. All building and construction wastewaters are listed pollutants under the ***Environment Protection (Water Quality) Policy 2015*** and as such ***must*** be contained on site.

Local Nuisance and Litter Control Act 2016

For the purposes of this Act, local nuisance is any adverse effect on an amenity value of an area that is caused by noise, odour, smoke, fumes, aerosols or dust; or animals, whether dead or alive; or any other agent or class of agent declared by Schedule 1; and unreasonably interferes with or is likely to interfere unreasonably with the enjoyment of the area by persons occupying a place within, or lawfully resorting to, the area;

Noise

- Noise from construction activities such as hammering and the use of power tools, air compressors and machinery must only occur between the hours of 7:00am to 7:00pm Monday to Saturday unless the applicant has a permit allowing activities outside these times. Expiation fee of \$500 may apply.

Dust

- Airborne dust and sand potentially generated on site must be managed and this can be achieved by wetting down the soil and site during demolition and construction process. If you have any concerns or questions regarding dust please contact the Customer Contact Team on 8408 1111.

Litter

- Litter from construction sites is an environmental concern and an offence under the Local Nuisance and Litter Control Act 2016.
- A person must not dispose of litter onto any land or into any waters – if litter is discarded, deposited, blows or falls from premises or a vehicle onto land or into waters, it is taken to have been disposed of onto the land or into the waters. Expiation fee of up to \$1000 may apply.
- All efforts should be made to minimise litter from leaving the site and all applicants should ensure the use of bins with securely fitted lids, capable of receiving all waste from building and construction activities are used on site and emptied when at capacity.

It is important that you familiarise yourself with the terms of the legislation and ensure that all contractors engaged by you are aware of their obligations.

For further information please contact Council's Customer Contact Team on 8408 1111.

A handwritten signature in black ink, consisting of a stylized, cursive 'S' or 'L' shape with a loop at the bottom.

Signed:

Reference: 252/2300/20

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



31 March 2020

Town Planning Advisors
216 Grange Road
FLINDERS PARK SA 5025

Dear Sir/Madam

Development Application No	252/2062/19
Applicant	Town Planning Advisors
Proposal	Two, two storey residential flat buildings comprising of four dwellings each (8 dwellings in total), with associated car parking, landscaping and 2 metre high brick wall at the front
Address	554 Grange Road HENLEY BEACH SA 5022
Legal Description	Lot 196 DP 4590 Vol 5687 Fol 299, Lot 197 DP 4590 Vol 5687 Fol 299
Additional Properties	No related Properties
Additional Legal Descriptions	No related Land

I refer to your recent application and advise that Council has made a decision.

The Decision Notification Form outlining the decision and any conditions (where applicable) is attached. Please ensure you read all pages of the Decision Notification Form including the conditions of approval.

Please note you may also require other approvals and clearances under other relevant legislation before commencing the development. In particular you are also advised to contact SA Power Networks regarding the location of public and private electricity supply lines in relation to your proposal.

You are reminded that Section 86(1)(a) of the Development Act, 1993 provides for a right of appeal to the Environment, Resources and Development Court against this decision, or the imposition of conditions attaching to the authorisation, within **two months** after receipt of this notice (Section 86(4) of the Act).

Please note any appeal has to be lodged **with the Court and not with the Council**.

Council will not act as a representative for other parties before the Court and Council Officers can only provide preliminary advice regarding the Court's procedures. If you wish to pursue an appeal, you are strongly urged to take professional advice on the matter.



For assistance in lodging an appeal, it is suggested that you contact the Court which is located in the Sir Samuel Way Building, Victoria Square, Adelaide or phone the Court on (08) 8204 0300.

To assist us in our service delivery, please click on the following link or type the URL into your web browser to complete the Development Application Customer Feedback Survey – <https://www.surveymonkey.com/s/BKGJC9C>.

Should you require any clarification regarding this matter, please contact me on 8408 1838.

Yours faithfully

A handwritten signature in black ink, appearing to be 'K Stringer', with a stylized loop at the end.

Kate Stringer
Development Officer (Planning)

KST:YD

Enclosure

Decision Notification Form

Development Application Number

252/2062/19

To: Town Planning Advisors
216 Grange Road
FLINDERS PARK SA 5025

For Development Application
Dated: 19/09/2019
Registered: 19/09/2019
DAC Reference: N/A

Location of Proposed Development: 554 Grange Road HENLEY BEACH SA 5022
Lot 196 DP 4590 Vol 5687 Fol 299, Lot 197 DP 4590 Vol 5687 Fol 299

Additional Properties: No related Properties
No related Land

Nature of Proposed Development: Two, two storey residential flat buildings comprising of four dwellings each (8 dwellings in total), with associated car parking, landscaping and 2 metre high brick wall at the front

Building Classification: Class 1a, Class 10a and Class 10b

In respect of this proposed development you are informed that:

Nature of Decision	Decision	Number of Conditions	Decision Date
Development Plan Consent - decision by City of Charles Sturt	Granted	5	06/11/2019
Land Division			
Building Rules Consent - decision by Peter Xerri/Building Rules Consent Private Cert	Granted	16	11/03/2020
Public Space			
Other			
Development Approval	Granted	21	31/03/2020

Nil representation(s) from third parties concerning your category 2 proposal were received. If there were third party representations, any consent/approval or consent/approval with conditions does not operate until the periods specific in the Act have expired. Reasons for this decision, any conditions imposed, and the reasons for imposing those conditions are set out on the attached sheet.

- ☐ State Commission Assessment Panel or delegate
- ☒ Council Chief Executive or delegate
- ☒ Sheets attached

A handwritten signature in black ink, consisting of a large, stylized capital letter 'B' with a loop at the top and a small circle at the bottom left.

Signed:

Development Plan Consent for 252/2062/19

- A. That pursuant to Section 35 (2) of the Development Act, 1993, the proposal is not seriously at variance with the relevant provisions of the Charles Sturt (City) Development Plan.
- B. That pursuant to Section 33 of the Development Act, 1993, Development Application Number 252/2062/19 be **GRANTED** Development Plan Consent subject to the following conditions:

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 and at all times thereafter needs to be maintained to Council's satisfaction.

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

2. No Storage in Carparking Area

Driveway, car parking spaces, manoeuvring areas and landscaping areas shall not be used for storage or display of materials or goods.

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

3. Landscaping per Plans

The existing landscaping established on the site in accordance with the approved plan 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.

4. 1.5 Metre High Sill Height

That the side and rear upper storey windows shall have a minimum 1.5 metre high sill height above the finished floor level or have translucent glass/film to a minimum height of 1.5 metres. The translucent glass/film windows shall be fixed or be provided with awning sashes that do not exceed an open distance of 125mm.

Reason: To minimise the impact on adjoining residents.

Note: With respect to this condition other forms of screening can be used as long as it can be demonstrated to Council that such screening will prevent overlooking. However, should you wish to use an alternative screening method you are required to lodge an application to vary the above condition.

5. 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 (insert name of Consultant) dated (insert date) and quoted with Job Reference Number (insert reference number).

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

Building Rules Consent for 252/2062/19

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

1. Roof stormwater must be discharged to the street water table, or in a manner that is otherwise to the Council's written satisfaction in accordance with the requirements of *Australian Standard 3500.3*.
(To comply with the *National Construction Code 2019 Building Code of Australia, Volume 2, Performance Requirement P2.2.1*)
2. Building elements in wet areas must be waterproof or water resistant in accordance with the requirements of Part SA 3.8.1.2 of the *National Construction Code 2019 Building Code of Australia, Volume 2* and must comply with the requirements of *Australian Standard 3740*.
(To comply with the *National Construction Code 2019 Building Code of Australia Volume 2, Performance Requirement P2.4.1*)
3. Smoke alarms must be installed in the building in accordance with Part 3.7.2 of the *National Construction Code 2019 Building Code of Australia, Volume 2*, and the requirements of *Australian Standard 3786*. Smoke alarms must be connected to consumer mains power, where power is supplied to the building, and must be interconnected where there is more than one alarm provided within the building, so that when one alarm activates, the other alarm(s) automatically activate(s).
(To comply with the *National Construction Code 2019 Building Code of Australia, Volume 2, Performance Requirement P2.3.2*)
4. The door to a fully enclosed sanitary compartment must either open outwards, slide, or be readily removable from the outside of the compartment (unless there is a clear space of at least 1.2 m, measured in accordance with Figure 3.8.3.3 of Volume 2 of the *National Construction Code 2019 Building Code of Australia*, between the closet pan within the sanitary compartment and the doorway) in accordance with Part 3.8.3.3 of the *National Construction Code 2019 Building Code of Australia, Volume 2*.
(To comply with the *National Construction Code 2019 Building Code of Australia, Volume 2, Performance Requirement P2.4.3*)
5. The Building must be adequately protected against the potential risk of termite activity/attack/damage in accordance with the requirements of *Australian Standard 3660.1 -Protection of new buildings from subterranean termites*.
(To comply with the *National Construction Code 2019 Building Code of Australia, Volume 2, Performance Requirements P2.1.1*)

6. **NON-COMPLIANT Cladding Products:** All cladding products shall NOT be a "NON-COMPLIANT" product, meaning any Building Product which does not comply with any applicable law or regulatory obligation, including but not limited to: the National Construction Code of Australia, the Building Code of Australia, any relevant Australian Standards, Approved Conditions, use or application, or the guidelines, practice notes or the like of any relevant building authority or other. All cladding products shall be non-combustible materials. Aluminium composite cladding panels are strictly prohibited and are not fit for purpose. Refer to Note 20 for definition of "Building Product" and further notes.
7. **NON-CONFORMING Cladding Products:** All cladding products shall NOT be a "NON-CONFORMING" product, meaning any Building Product which purports to meet specific requirements, and does not. Such as : is not fit for purpose, is not acceptable quality, is counterfeit, or contains false or misleading claims about its qualities and/or properties. All cladding products shall be non-combustible materials. Aluminium composite cladding panels are strictly prohibited and are not fit for purpose. Refer to Note 20 for definition of "Building Product" and further notes.
8. If the floor below a window (including any window that may let in air but not light) in a bedroom is 2 m or more above the surface beneath, open able portions of such a window must be provided with protection so as to limit the risk of a person (especially a young child) falling through it, in accordance with Part 3.9.2.5 of the National Construction Code 2019 Building Code of Australia, Volume 2.
(To comply with the National Construction Code 2019 Building Code of Australia, Volume 2 Performance Requirement P2.5.2)
9. Heating Appliances must comply with Part 3.7.3.3, 3.7.3.4 and 3.7.3.5 of Volume 2 of the National Construction Code 2019 Building Code of Australia and Australian Standard 2918-1990, or Manufacture specifications.
(To comply with the National Construction Code 2019 Building Code of Australia, Volume 2, Performance Requirement P2.3.3)
10. The Separating (Hebel) Parti-Wall construction must be maintained through to the underside of the roof, and in accordance with the manufacture's specifications.
(To comply with the National Construction Code 2019 Building Code of Australia, Volume 2, Performance Requirement P2.3.1)
11. **FIRE WALL INSPECTION** - A suitably qualified engineer and/or site supervisor shall:
 - a. Inspect and confirm the fire separating wall is construction in accordance with the manufacture's specifications;
 - b. A Certificate shall be provided to this office (BRC Private Certifiers Pty Ltd - Peter Xerri PC129) and Council upon completion of inspection,
(To comply with the National Construction Code 2019 Building Code of Australia, Volume 2, Performance Requirement P2.3.1)

12. All demolition work undertaken on the land must comply with the requirements of Australian Standard 2601 - 2001: The demolition of structures.
(To ensure health and safety risks associated with demolition work undertaken on the land is adequately managed).
13. A mechanical exhaust fan shall be installed into the sanitary facility and/or laundry in accordance with the National Construction Code 2019(BCA) Volume 2, Part 3.8.5.2 Ventilation Requirements.
(To comply with the National Construction Code 2019 Building Code of Australia, Volume 2, Performance Requirement P2.4.5)
14. A minimum 1000litre rainwater tank shall be installed in accordance with SA 2.2.2 (a) Rainwater Tank Capacity and plumbed to at least a water closet or a water heater or laundry water outlet.
(To comply with the National Construction Code 2019 Building Code of Australia, Volume 2, Performance Requirements P2.1.1, P2.2.1 & P2.2.2)
15. The owner of land on which domestic building work is to be performed; (and/or builder) must ensure that a copy of a certificate of insurance in relation to that work is lodged with the Council in the following circumstances on or before the giving of notice of commencement of the building work under regulation 74 of the Development Regulations 2008.
Maximum fine: \$2,500
16. Condensation management shall be implemented in accordance with the National Construction Code 2019, Part 3.8.7, including Pliable building membrane (3.8.7.2), Flow rate and discharge of exhaust (3.8.7.3) and Ventilation of roof spaces (3.8.7.4).
(To Comply with the National Construction Code 2019, Performance Requirements - Condensation and water vapour management P2.4.7)

Building Rules Consent Obligations for 252/2062/19

1. Builder's Indemnity Insurance to Protect Owners

You are obligated to lodge with Council a Certificate of Insurance if:

- A licensed builder, or sub-contractor, is engaged to perform domestic building work where the value of work exceeds \$12,000.

This must be submitted to the Council before giving notice of commencement of the building work.

Your failure to comply with this requirement of the Development Act and Building Work Contractors Act is an offence and you may be prosecuted.

Reason: To comply with the requirements of Regulation 21 of the Development Regulations.

2. **Builder's Written Statement**

When the approved work is completed, a written statement from a licensed building work contractor who was responsible for either undertaking or supervising the work must be submitted to the Council before the building is occupied. If there is no such contractor the statement must be issued by a registered building work supervisor, or holder of prescribed qualifications pursuant to Regulation 87 of the Development Regulations.

Any such statement must as a minimum declare:

- a. That the notifications required under Section 59 of the Act have been given in accordance with the requirements of that section and these regulations; and
- b. that the building work has been carried out in accordance with any relevant approval and the provisions of the Building Rules (disregarding any variation of a minor nature which has no adverse effect on the structural soundness or safety of the building, or any variation undertaken with the written consent of the relevant authority).

Your failure to comply with this requirement of the Development Act and Regulations is an offence and you may be prosecuted.

Reason: To comply with Section 59 of the Development Act and Regulations 83, 83A and 83AB

3. **Mandatory Notification of Construction Stages for Class 1 Buildings**

At least one business days' notice must be given to Council when the following stages of the building work have been reached:

- a. Commencement of building works.
- b. After the placement of steel reinforcement in footings and before the commencement of concrete placement.
- c. After the completion of any masonry work.
- d. After the completion of any firewall and prior to the installation of internal linings.
- e. After the completion of the building work.

All building work shall cease for a period of 24 hours from when any one of the above notifications has been given. Work may resume after the 24 hour period unless a direction indicating otherwise is issued by Council.

- f. At least one business days' notice of the completion of wall or roof framing and before any lining or cladding is installed.

In regard to roof framing:

- The Building Work Supervisor's checklist must be received by Council within 1 day of this notification.

- The roof framing must not be concealed for a period of 2 clear business days from when notification of completion of roof framing has been received by Council. The roof framing may be concealed after the 2 clear business days unless a direction indicating otherwise is issued by Council.

Please note: A person who fails to give notification of any one of these stages or conceals the roof framing within 2 clear business days from notification is guilty of an offence and may be liable to pay an expiation fee of \$500 or be liable to a maximum penalty of \$10,000.

4. **Mandatory Notification of Construction Stages for Class 10a Buildings**

At least one business days' notice must be given to Council prior to the intended completion of the following stages of building work:

- a. The attachment of the verandah/carport to the supporting roof.

In regard to supporting roof framing:

- The Building Work Supervisor's checklist must be received by Council within 1 day of this notification.
- The roof framing must not be concealed for a period of 2 clear business days from when notification of completion of roof framing has been received by Council. The roof framing may be concealed after the 2 clear business days unless a direction indicating otherwise is issued by Council.

A person who fails to give notification at the above stage or conceals the roof framing within two clear business days from notification is guilty of an offence and may be liable to pay an expiation fee of \$500 or be liable to a maximum penalty of \$10000.

Notifications can be submitted using the [online building notification form](#) via Council's website, by emailing buildinginspections@charlessturt.sa.gov.au or by phoning Council on 8408 1111.

Notes

1. The approval for this development DOES NOT imply approval to alter, shift or remove any existing public infrastructure, including street trees and/or landscaping or any other street furniture or features. Approval to alter any of these must be obtained from Council or the relevant government department or service authority. All costs associated with such alteration are the sole responsibility of the applicant.
2. You are advised that under the Fences Act you are legally required to give notice for the removal of a fence on the common boundary. Please refer to the Fences Act for the correct procedural requirements.

3. You are required to compensate Council for the amenity value of street trees which require removal as a result of being affected by proposed driveways. This fee is required to be paid prior to the driveway's construction. The fee includes tree and stump removal which will be undertaken by Council's Arboricultural staff. The compensation fee payable for this development is \$1386.00 (GST inc). Please contact Mr Chris Taras on telephone 8408 1539 regarding this matter.
4. The Building Rules Consent forming part of this Development Approval has been granted by a private certifier. As such Council does not accept any responsibility for the assessment of this application in accordance with the Building Rules. Any queries regarding the said Building Rules assessment must be directed to the private certifier.
5. Any subsequent amendments proposed for the Building Rules Consent must be lodged with the relevant private certifier and where approved, forwarded to Council. Where any such amendment is not consistent with the Development Plan Consent, an application to vary this Development Approval may be required.
6. The State Planning System is currently in the process of significant Planning Reforms. When the Planning, Development and Infrastructure Act 2016 commences, all Metropolitan Councils will be transferred to the Planning and Design Code under the Planning, Development and Infrastructure Act 2016. The Planning and Design Code will replace all current Development Plans. Therefore, some areas may see shifts in the principles governing development in their area.

Further details in relation to the Planning Reforms can be found at https://www.saplanningportal.sa.gov.au/planning_reforms.

Planning Consent

Your consent is valid for a period of 12 months from the date of this consent and you must have obtained a Building Rules Consent and Development Approval within this period. Should Development Approval not be achieved within this timeframe, your consent will lapse and a new development application must be lodged, unless an extension is obtained. Should a request for extension be made after the Planning, Development and Infrastructure Act 2016 commences, your request will be subject to the transitional provisions of the Planning, Development and Infrastructure Act 2016.

Development Approval

Your Development Approval is valid for a period of 12 months from the date of this approval. You must have substantially commenced construction within 12 months from the date of development approval and must have substantially completed the development within three (3) years from the date of development approval. Should these timeframes not be achieved, your approval may lapse and a new development application must be lodged, unless an extension is obtained. Should a request for extension be made after the Planning, Development and Infrastructure Act 2016 commences, your request will be subject to the transitional provisions of the Planning, Development and Infrastructure Act 2016.

7. Impacts on your rates

Please note that the Council rate in the dollar for vacant land is significantly higher than that associated with a residential property. This is aimed at encouraging owners to develop their land promptly. Once you have demolished the dwelling on this site the rates charged for the future financial year will increase until the land is developed. Please follow the [Residential Construction Rebate](#) link to find information about whether this can apply to you and how to apply so that the impact of this difference in rating is reduced.

8. For information regarding NBN connection for new developments, please refer to the following link – <http://www.nbnco.com.au/develop-or-plan-with-the-nbn/new-developments.html>.

To ensure your development can now proceed without unnecessary delays please ensure the matters outlined below are properly managed.

The following information outlines **your obligations** in relation to appropriately managing noise, dust and works effecting adjoining land (both private and public).

Driveway Crossovers

- You are advised that under the Local Government Act 1999 construction of any footpath, kerb, gutter or crossover on Council land will require a permit from Council's Engineering Strategy and Assets Department. It is illegal to undertake work on Council land without permission. Please contact Council on 8408 1111 or refer to our website link Works on Public Road for Council standards.

Council Verges

- Please note that Council does not have funds to reinstate/landscape the verge at the completion of building work where this is the responsibility of the owner.
- Any proposed landscaping on Council's verge requires Council's permission via a permit application. Please contact Council on 8408 1111 or refer to our website link Work on Council Property for relevant information.

Common boundary

- When removing fences that are on the common boundary with your neighbour you must give your neighbour 28 days' notice in writing that you intend to remove the dividing fence. Where the neighbour has a pool, particular care must be taken to ensure the pool is not left exposed, if temporary fencing is installed the temporary fence must comply with AS 1926.1 – Swimming pool safety. We recommend that you consider the Fences and the Law booklet available on line and follow the processes outlined in the booklet.
- Where it is intended to erect external walls on the boundary the face of the external wall must be on the boundary. Further, barge boards, capping tiles or other fixtures on the boundary wall must not encroach upon the land of the adjoining owner. Existing fence lines may not be the true legal boundary. To avoid violation of neighbour's rights, the onus of proof of the boundary line rests with the owner of the land where the work is undertaken. This will necessitate a survey being carried out by a licensed surveyor to identify the true location of the boundary and proposed footing on the ground. You will need the neighbour's written approval to enter their land to carry out any construction.

Neighbours

- Construction within an established neighbourhood can be a stressful time for existing residents. You are urged to take all necessary precautions to ensure adjoining properties are not damaged or residents unreasonably impacted. In the interests of good neighbourliness you may wish to consider providing your contact details to all adjoining property owners inviting them to contact you should there be any concerns during the construction process.

Asbestos

- If there is asbestos material in or on the building or fencing to be demolished there are specific requirements for the method of removal and disposal of asbestos. The removal of asbestos over 10 square metres in area must be carried out by a licensed asbestos removal contractor in accordance with Safe Work SA requirements. For further information in relation to this please contact Safe Work SA on 1300 365 255.

Use of Public Space

- Should any part of the development process require use of public land (ie, the footpath, nature strip, road or other reserve), additional permits will be required.
- Examples of such activities include storage of materials, delivery of materials from public land, placing of temporary fences on public land, blocking of the road, footpath or nature strip for any period of time.
- Where works from public space impact vehicular or pedestrian traffic, you will be requested to lodge a Traffic Management Plan that adheres to the requirements of the relevant Australian Standards.
- Additional fees and charges may apply, please contact the Council's Community Safety Team on 8408 1198 to discuss your project's needs.

Environment Protection Note

The ***Environment Protection (Water Quality) Policy 2015*** requires any person who is undertaking an activity, or is an occupier of land to take all reasonable and practicable measures to avoid the discharge or deposit of waste from that activity or land into any waters or onto land in a place from which it is likely to enter any waters (including the stormwater system).

The policy also creates offences that can result in on-the-spot fines or legal proceedings. The following information is provided to assist you to comply with this legislation:

1. Building and construction should follow sediment control principles outlined in the Stormwater Pollution Prevention – Code of Practice for the Building and Construction Industry (EPA 1999). Specifically, the applicant should ensure:
 - During construction no sediment should leave the building and construction site. Appropriate exclusion devices must be installed at entry points to stormwater systems and waterways.
 - A stabilised entry/exit point should be constructed to minimise the tracking of sand, soil and clay off site. However, should tracking occur, regular clean-ups are advised.
2. All building and construction wastewaters are listed pollutants under the ***Environment Protection (Water Quality) Policy 2015*** and as such ***must*** be contained on site.

Local Nuisance and Litter Control Act 2016

For the purposes of this Act, local nuisance is any adverse effect on an amenity value of an area that is caused by noise, odour, smoke, fumes, aerosols or dust; or animals, whether dead or alive; or any other agent or class of agent declared by Schedule 1; and unreasonably interferes with or is likely to interfere unreasonably with the enjoyment of the area by persons occupying a place within, or lawfully resorting to, the area;

Noise

- Noise from construction activities such as hammering and the use of power tools, air compressors and machinery must only occur between the hours of 7:00am to 7:00pm Monday to Saturday unless the applicant has a permit allowing activities outside these times. Expiation fee of \$500 may apply.

Dust

- Airborne dust and sand potentially generated on site must be managed and this can be achieved by wetting down the soil and site during demolition and construction process. If you have any concerns or questions regarding dust please contact the Customer Contact Team on 8408 1111.

Litter

- Litter from construction sites is an environmental concern and an offence under the Local Nuisance and Litter Control Act 2016.
- A person must not dispose of litter onto any land or into any waters – if litter is discarded, deposited, blows or falls from premises or a vehicle onto land or into waters, it is taken to have been disposed of onto the land or into the waters. Expiation fee of up to \$1000 may apply.
- All efforts should be made to minimise litter from leaving the site and all applicants should ensure the use of bins with securely fitted lids, capable of receiving all waste from building and construction activities are used on site and emptied when at capacity.

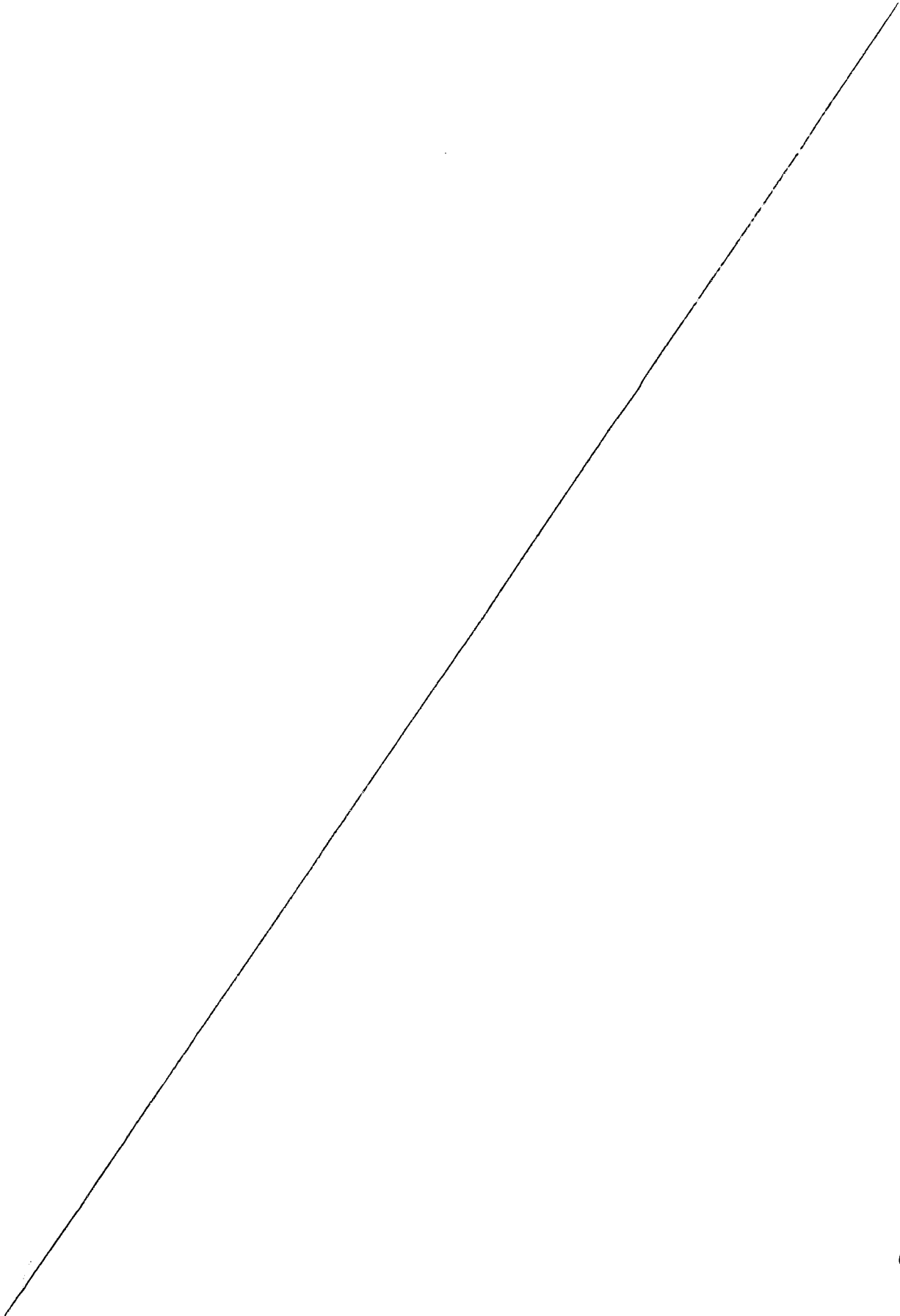
It is important that you familiarise yourself with the terms of the legislation and ensure that all contractors engaged by you are aware of their obligations.

For further information please contact Council's Customer Contact Team on 8408 1111.



Signed:

Reference: 252/2062/19



91

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA
**LODGEMENT FOR FILING UNDER THE
COMMUNITY TITLES ACT 1996**
FORM APPROVED BY THE REGISTRAR-GENERAL

SERIES NO	PREFIX
	LF

AGENT CODE

LODGED BY: Psarros & Allen

PSAL

CORRECTION TO: Psarros & Allen

PSAL

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

PICK-UP NO.	
CP	

CORRECTION	PASSED
FILED	
REGISTRAR-GENERAL	

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

RESOLUTIONS AFFECTING COMMUNITY CORPORATION 42543 INC

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

DATE	RESOLUTION
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12/05/22	<u>Legal Recoveries – Corporations Right to Recover Money</u>
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That the Corporation may recover any money owing to it under the Community Titles Act s114 (7), (8) or the by-laws as a debt. An owner of a community lot must pay or reimburse the corporation on demand, the costs, charges, and expenses of the Corporation in connection with contemplated or actual enforcement, or preservation of any rights under the by-laws in relation to the owner or occupier. The Corporation further empowers the Body Corporate Manager to act on its behalf in the recovery of monies owed to it and to take the necessary steps to ensure that this motion is complied with.

Interest Applied on Overdue Levies

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

Insurance Excess

That the cost of the insurance excess be borne by the Lot from which the claim originated. That where a claim has originated from Common Property, the Body Corporate be responsible for the cost of the excess. That where a claim against a Lot owner's alteration and/or addition is made, the responsibility of the insurance excess relating to that claim be borne by that Lot owner.

Related Costs for Recovery of Outstanding Money

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

Owners List

That all owners be provided with the owners contact list. The owners acknowledge that the information contained in the Register of Unit Holders is confidential, and will undertake to not use, divulge, disclose, or permit to be disclosed, any and all information that has come to my knowledge from inspection of the Register of Unit Holders to any other person except to communicate with members of Strata Corporation 42543 Inc. with respect to matters relating to Strata Corporation 42543 Inc. and to enforce any such rights pursuant to the Strata Titles Act 1988 (SA) relating to Strata Corporation.

25/05/23	<u>Sinking Fund Analysis</u>
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That the proposed works and associated recommended levy contributions contained within the report be reviewed every year.

05/06/24

Sinking Fund Analysis

That the Sinking Fund Analysis report prepared by Independent Inspections as distributed with the agenda was tabled and reviewed. It was resolved “that the proposed works and associated recommended levy contributions contained within the report be reviewed every third year as required by legislation.

STRATA DATA INSURANCE AGENCY

ABN 20 080 960 112 ACN 080 960 112

647 Portrush Road
GLEN OSMOND SA 5064

PO BOX 219
GLEN OSMOND SA 5064

Tel: 8372 2777
Fax: 8379 0703

Email: insurance@stratadata.com.au

CERTIFICATE OF
CURRENCY

From: NOT APPLICABLE

We hereby confirm that we have arranged the insurance cover mentioned below:

COMMUNITY CORPORATION 42543 INC.
554 GRANGE ROAD
HENLEY BEACH SA 5022

Date: 7/03/2024

Our Reference: CT42543

RENEWAL

Page 1 of 3

Class of Policy: Community Assoc (Unmanaged)

Insurer: HONAN INSURANCE GROUP
CHU UNDERWRITING PTY LTD ABN 18 001 580 070
ABN: 67 005 372 396

The Insured: COMMUNITY CORPORATION 42543 INC.

Policy No: CA0006077592

Invoice No: 64477

Period of Cover:
From 4/03/2024
to 4/03/2025 at 4:00 pm

Details:

See attached schedule for a description of the risk insured

IMPORTANT INFORMATION

The Proposal/Declaration:

- ☐ is to be received and accepted by the Insurer
- ☒ has been received and accepted by the Insurer

The total premium as at the above date is:

- ☐ to be paid by the Insured
- ☐ part paid by the Insured
- ☒ paid in full by the Insured
- ☐ paid by monthly direct debit

Premium Funding

- ☐ This policy is premium funded

Please note that the policy defined above is subject to the receipt of the Proposal Declaration and acceptance by the Insurer (if not already completed and accepted) and subject to the full receipt and clearance of the total premium payable by the insured.

Schedule of Insurance

Class of Policy:	Community Assoc (Unmanaged)	Policy No:	CA0006077592
The Insured:	COMMUNITY CORPORATION 42543 INC.	Invoice No:	64477
		Our Ref:	CT42543

Policy Wording CHU COMMUNITY ASSOCIATION INSURANCE PLAN
The Insured COMMUNITY CORPORATION NO. 42543 INC
Situation 554 GRANGE ROAD HENLEY BEACH SA 5022
Policy Period 04/03/2024 to 04/03/2025 at 4:00pm

Policy Selected
Section 1 - Community Property
Community property: \$ 170,365
Community income: \$ 25,554
Common area contents: \$ 1,704

Section 2 - Liability to Others
Sum Insured: \$ 20,000,000

Section 3 - Voluntary Workers
Death: \$ 200,000
Total Disablement: \$ 2,000 per week

Section 4 - Fidelity Guarantee
Sum Insured: \$ 100,000

Section 5 - Office Bearers' Legal Liability
Sum Insured: Not Insured

Section 6 - Machinery Breakdown
Sum Insured: Not Insured

Section 7 - Catastrophe Insurance
Sum Insured: Not Insured
Extended cover - Rent/Temp Accommodation (15%): Not Insured
Escalation in Cost of Temp Accommodation: Not Insured
Cost of Storage and Evacuation: Not Insured

Section 8 - Government Audit Costs and Legal Expenses
Government Audit Costs: \$ 25,000
Appeal Expenses - common property health & safety breaches: \$ 100,000
Legal Defence Expenses: \$ 50,000

Flood Cover is Insured.
Flood Cover Endorsement
Flood cover is included.
The following terms and conditions of Your Policy is hereby amended by this endorsement and should be read in conjunction with, and as forming part of Community Association Insurance Plan.
Policy 1, Exclusion 1. a. "caused by Flood" is hereby removed.
Other than as set out above, the terms, conditions, exclusions, and limitations contained in Your Policy remain unaltered.

Excesses
Policy 1 - Community Property
Standard: \$ 300
Policy 9 - Government Audit Costs and Legal Expenses
Legal Defence Expenses: \$ 1,000
Other excesses payable are shown in the policy wording.

Class of Policy: Community Assoc (Unmanaged)
The Insured: COMMUNITY CORPORATION 42543 INC.

Policy No: CA0006077592
Invoice No: 64477
Our Ref: CT42543

Important Information

Your duty when you renew your policy

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

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

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

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

If anything is unclear, please contact us.

Excesses – explanatory notes

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

Water Damage Excess

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

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

Fire Excess

All Damage arising directly or indirectly caused by fire resulting in any claim to the internal or external cladding materials, generally known as 'Aluminium Composite Panels' (ACP), affixed to buildings as defined under 'Policy 1 – Insured Property a. Buildings' is subject to a Fire Excess shown in the Schedule any one Event.

Unoccupancy Excess

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

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

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

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

**** Important Note ****

This schedule is for reference only. Nothing contained herein prevails over the terms, conditions and exclusions of the policy.

PLEASE READ YOUR POLICY CAREFULLY



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: 2601502

ALEXANDER BOTTEN & ASSOCIATES PTY LTD
1/162 FLINDERS STREET
ADELAIDE SA 5000

DATE OF ISSUE

30/08/2024

ENQUIRIES:

Tel: (08) 8226 3750

Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER

17571125

OWNERSHIP NAME

P J CROUCH

PROPERTY DESCRIPTION

U3 554 GRANGE RD / HENLEY BEACH SA 5022

ASSESSMENT NUMBER

2556693163

TITLE REF.

(A "+" indicates multiple titles)

CT 6262/576

CAPITAL VALUE

\$770,000.00

AREA / FACTOR

R4
1.000

LAND USE / FACTOR

RE
0.400

LEVY DETAILS:

FINANCIAL YEAR

2024-2025

FIXED CHARGE

+ VARIABLE CHARGE

- REMISSION

- CONCESSION

+ ARREARS / - PAYMENTS

= AMOUNT PAYABLE

\$ 50.00
\$ 290.10
\$ 178.65
\$ 0.00
\$ 0.00
\$ 161.45

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

28/11/2024



**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER

17571125

OWNERSHIP NAME

P J CROUCH

ASSESSMENT NUMBER

2556693163

AMOUNT PAYABLE

\$161.45

AGENT NUMBER

100030712

AGENT NAME

ALEXANDER BOTTEN & ASSOCIATES PTY LTD

EXPIRY DATE

28/11/2024

+80013324220022> +001571+ <0550794081> <0000016145> +444+

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

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

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE**Online at:****OR****By Post to:****www.revenuesaonline.sa.gov.au****RevenueSA
Locked Bag 555
ADELAIDE SA 5001**

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Land Tax Act 1936**CERTIFICATE OF LAND TAX PAYABLE**

This form is a statement of land tax payable pursuant to Section 23 of the *Land Tax Act 1936*. The details shown are current as at the date of issue.

PIR Reference No: 2601502

DATE OF ISSUE

30/08/2024

ALEXANDER BOTTEN & ASSOCIATES PTY LTD
1/162 FLINDERS STREET
ADELAIDE SA 5000

ENQUIRIES:

Tel: (08) 8226 3750

Email: landtax@sa.gov.au

OWNERSHIP NAME

P J CROUCH

FINANCIAL YEAR

2024-2025

PROPERTY DESCRIPTION

U3 554 GRANGE RD / HENLEY BEACH SA 5022

ASSESSMENT NUMBER

2556693163

TITLE REF.

(A "+" indicates multiple titles)

CT 6262/576

TAXABLE SITE VALUE

\$325,000.00

AREA

0.0122 HA

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

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

Please Note:

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

ON OR BEFORE **28/11/2024**

See overleaf for further information

**Government of
South Australia**

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

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

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

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Online at:

OR

By Post to:

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RevenueSA
Locked Bag 555
ADELAIDE SA 5001

South Australian Water Corporation

Name:
P J CROUCH

Water & Sewer Account
Acct. No.: 25 56693 16 3

Amount: _____

Address:
U3 554 GRANGE RD HENLEY BEACH LT6
C42543

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	2556693163



Bill code: 8888
Ref: 2556693163

Telephone and Internet Banking — BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at bpay.com.au



Paying online

Pay online at www.sawater.com.au/paynow for a range of options. Have your account number and credit card details to hand.



Paying by phone

Call 1300 650 870 and pay by phone using your Visa/Mastercard 24/7.
SA Water account number: 2556693163



**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



CERTIFICATE OF COMPLETION

Date Generated: 21/10/2024 01:34:33 PM (ACDT)

Document Details

Subject: SignAnything - Form 1 - 3/554 Grange Rd, Henley Beach

Document Pages: 153

Certificate Pages: 1

Status: Signed

Exchanged by: Not Applicable

Exchange Date: Not Applicable

No. of Signatures: 2

Signature Logs

Signer: Peter Crouch

Email Address: petercrouch13@gmail.com

Status: Signed

IP Address: 1.147.123.240

Supervised By:

Email Sent Date: 20/10/2024 10:36:51 PM (ACDT)

Signed Date: 21/10/2024 01:34:29 PM (ACDT)

Signature: *Peter Crouch*

Signer: Brett Taylor

Email Address: brett@magain.com.au

Status: Signed

IP Address: 180.150.112.12

Supervised By:

Email Sent Date: 20/10/2024 10:36:51 PM (ACDT)

Signed Date: 20/10/2024 10:37:54 PM (ACDT)

Signature: *Brett Taylor*

Signer:

Email Address:

Status:

IP Address:

Supervised By:

Email Sent Date:

Signed Date:

Signature: