

## Form 1 - Vendor's statement

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

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Schedule

### Preliminary

#### To the purchaser:

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

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

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

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

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

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

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

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

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

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

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

**Part A - Parties and land**

1 Purchaser:

Address:

|          |       |          |  |
|----------|-------|----------|--|
| Street 1 |       |          |  |
| Street 2 |       |          |  |
| Suburb   | State | Postcode |  |

2 Purchaser's registered agent:

☐

Address:

|          |       |          |  |
|----------|-------|----------|--|
| Street 1 |       |          |  |
| Street 2 |       |          |  |
| Suburb   | State | Postcode |  |

3 Vendor:

Address:

|          |                 |          |      |
|----------|-----------------|----------|------|
| Street 1 | 52 SEAVIEW ROAD |          |      |
| Street 2 |                 |          |      |
| Suburb   | PORT AUGUSTA    | State    | SA   |
|          |                 | Postcode | 5700 |

4 Vendor's registered agent:

☒

Address:

|          |                 |          |      |
|----------|-----------------|----------|------|
| Street 1 | 140 FINDON ROAD |          |      |
| Street 2 |                 |          |      |
| Suburb   | WOODVILLE WEST  | State    | SA   |
|          |                 | Postcode | 5011 |

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]*


|  |                          |          |      |
|--|--------------------------|----------|------|
| Street 1   | UNIT 8, 40 DAUNTSEY ROAD |          |      |
| Street 2   |                          |          |      |
| Suburb   | ELIZABETH NORTH          | State    | SA   |
|  |                          | Postcode | 5113 |
| being the *whole / <del>portion</del> of the land comprised in Certificate of Title<br>Volume 5162 Folio 218 |                          |          |      |

## 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:

52 SEAVIEW ROAD PORT AUGUSTA SA 5700

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

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

sonia@adelaidepropertybrokers.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:

140 FINDON ROAD WOODVILLE WEST SA 5011

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

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

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

##### 5 - Effect of service

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

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

**Proceeding with the purchase**

If you wish to proceed with the purchase -

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

**Part C - Statement with respect to required particulars****(section 7(1))****To the purchaser:**

\*We, ROBERT CIROCCO AND FIONA CRISPIN

of 52 SEAVIEW ROAD PORT AUGUSTA SA 5700

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: 24/01/24

Signed: Robert Cirocco

Date: 24/01/24

Signed: Fiona Crispin

SIGN  
HERE

**Part D - Certificate with respect to prescribed inquiries by registered agent****(section 9)****To the purchaser:**

I, Nicole Rajan, of Cornerstone Conveyancing SA,

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

Exceptions: NIL

Date: 23/01/24

Signed: Nicole Rajan

SIGN  
HERE

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

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

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

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

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

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

Table of particulars

| Column 1   | Column 2 | Column 3 |
|--|----------|----------|
| <p>[If an item is applicable, ensure that the box for the item is ticked and complete the item.]</p> <p>[If an item is not applicable, ensure that the box for the item is empty or else strike out the item or write "NOT APPLICABLE" or "N/A" in column 1.</p> <p>Alternatively, the item and any inapplicable heading may be omitted, <u>but not</u> in the case of-</p> <p>(a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and</p> <p>(b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and</p> <p>(c) the heading "6. Repealed Act conditions" and item 6.1; and</p> <p>(d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2, which must be retained as part of this statement whether applicable or not.]</p> <p>[If an item is applicable, all particulars requested in column 2 must be set out in the item unless the Note preceding this table otherwise permits. Particulars requested in <b>bold type</b> must be set out in column 3 and all other particulars must be set out in column 2.]</p> <p>[If there is more than 1 mortgage, charge or prescribed encumbrance of a kind referred to in column 1, the particulars requested in column 2 must be set out for each such mortgage, charge or prescribed encumbrance.]</p> <p>[If requested particulars are set out in the item and then continued on an attachment due to insufficient space, identify the attachment in the place provided in column 2. If <u>all</u> of the requested particulars are contained in an attachment (instead of in the item) in accordance with the Note preceding this table, identify the attachment in the place provided in column 2 and (if required by the Note) identify the parts of the attachment that contain the particulars.]</p> |          |          |

1. General

|                      |   |                                     |
|----------------------|---|-------------------------------------|
| 1.1 Mortgage of land | <div>Is this item applicable?</div> <div>Will this be discharged or satisfied prior to or at settlement?</div> <div>Are there attachments?</div> <div>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</div> <div></div> <div>Number of mortgage (if registered):</div> <div></div> <div>Name of mortgagee:</div> <div></div> | <div></div> <div></div> <div></div> |
|                      | <div>[Note - Do not omit this item. This item and its heading must be included in the statement even if not applicable.]</div>  |                                     |

**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):

- a) Refer to Property Interest Report (PIR) page 13
- b) Refer to Certificate of Title both attached hereto

Description of land subject to easement:

- a) The whole of the land
- b) Subject to Service Easement(s) over the land marked C on SP 12758 for sewerage purposes to South Australian Water Corporation (223LG RPA)

Nature of easement:

- a) Statutory Easement to SA Power Networks
- b) Service Easement

Are you aware of any encroachment on the easement?

NO

If YES, give details:

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

NO

If YES, give details:

**1.3 Restrictive covenant****[Note - Do not omit this item. This item and its heading must be included in the statement even if not applicable.]****Is this item applicable?****Will this be discharged or satisfied prior to or at settlement?****Are there attachments?**

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

Nature of restrictive covenant:

Name of person in whose favour restrictive covenant operates:

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

If NO, give details:

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



NO

YES



1.4 Lease, agreement for lease, tenancy agreement or licence

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

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

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

Refer to Notice to Tenant of Lease Extension attached hereto

Name of parties:  
HANNAH DAWN CARLISLE  
AJAY PHAN NGUYEN

Period of lease, agreement for lease etc:  
From 9/11/2023 to 8/11/2024

Amount of rent or licence fee:  
\$ 410 per WEEK (period)

Is the lease, agreement for lease etc in writing?  
YES

If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify -  
(a) the Act under which the lease or licence was granted:

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

☒

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):

Condition(s) of authorisation:

## 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):~~

~~Date of notice:~~

~~Amount of levy payable:~~

|  |
|--|
|  |
|  |
|  |

|  |
|--|
|  |
|  |
|  |

29. Planning, Development and Infrastructure Act 2016

|      |  |   |   |
|------|--|---|---|
| 29.1 | <div>Part 5 - Planning and Design Code</div> <div><i>[Note - Do not omit this item. The item and its heading must be included in the attachment even if not applicable.]</i></div> | <div>Is this item applicable?</div> <div>Will this be discharged or satisfied prior to or at settlement?</div> <div>Are there attachments?</div> <div>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</div> <div>Refer to Council Search pages 9 - 10 attached hereto</div> <div>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):</div> <div><div>Zones</div><div>General Neighbourhood (GN)</div><div>Subzones</div><div>No</div><div>Refer to Attachment A for Zoning Overlays</div></div>  | <div><input checked="" type="checkbox"/></div> <div>NO</div> <div>YES</div> |
|      |  | <div>Is there a State heritage place on the land or is the land situated in a State heritage area?</div> <div>Is the land designated as a local heritage place?</div> <div>Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?</div> <div>Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?</div> <div>Note - For further information about the Planning and Design Code visit <a href="http://www.code.plan.sa.gov.au">www.code.plan.sa.gov.au</a>.</div> | <div>NO</div> <div>NO</div> <div>UNKNOWN</div> <div>YES</div>               |

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

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

Date of authorisation:

Name of relevant authority that granted authorisation:

Condition(s) of authorisation:

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

Date of notice:

Name of person giving notice of proposed work:

Building work proposed (as stated in the notice):

Other building work as required pursuant to the Act:

**29.4** section 140 - Notice requesting access

~~Is this item applicable?~~

☐

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

☐

~~Are there attachments?~~

☐

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

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

Date of notice:

Name of person requesting access:

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

Activity of work to be carried out:

**29.5** section 141 - Order to remove or perform work

~~Is this item applicable?~~

☐

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

☐

~~Are there attachments?~~

☐

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

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

Date of order:

Terms of order:

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

Amount payable (if any):

**29.6** section 142 - Notice to complete development~~Is this item applicable?~~☐~~Will this be discharged or satisfied prior to or at settlement?~~☐~~Are there attachments?~~☐~~If YES, identify the attachment(s)~~~~(and, if applicable, the part(s) containing the particulars):~~

Date of notice:

Requirements of notice:

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

Amount payable (if any):

**29.7** section 155 - Emergency order~~Is this item applicable?~~☐~~Will this be discharged or satisfied prior to or at settlement?~~☐~~Are there attachments?~~☐~~If YES, identify the attachment(s)~~~~(and, if applicable, the part(s) containing the particulars):~~

Date of order:

Name of authorised officer who made order:

Name of authority that appointed the authorised officer:

Nature of order:

Amount payable (if any):

**29.8** section 157 - Fire safety notice~~Is this item applicable?~~☐~~Will this be discharged or satisfied prior to or at settlement?~~☐~~Are there attachments?~~☐~~If YES, identify the attachment(s)~~~~(and, if applicable, the part(s) containing the particulars):~~

Date of notice:

Name of authority giving notice:

Requirements of notice:

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

Amount payable (if any):

**29.9** section 192 or 193 - Land management agreement~~Is this item applicable?~~☐~~Will this be discharged or satisfied prior to or at settlement?~~☐~~Are there attachments?~~☐~~If YES, identify the attachment(s)~~~~(and, if applicable, the part(s) containing the particulars):~~

Date of agreement:

Names of parties:

Terms of agreement:

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

Date requirement given:

Name of body giving requirement:

Nature of requirement:

Contribution payable (if any):

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

Date of agreement:

Names of parties:

Terms of agreement:

Contribution payable (if any):



**29.12** Part 16 Division 1 - Proceedings~~Is this item applicable?~~☐~~Will this be discharged or satisfied prior to or at settlement?~~☐~~Are there attachments?~~☐~~If YES, identify the attachment(s)~~~~(and, if applicable, the part(s) containing the particulars):~~

Date of commencement of proceedings:

Date of determination or order (if any):

Terms of determination or order (if any):

**29.13** section 213 - Enforcement notice~~Is this item applicable?~~☐~~Will this be discharged or satisfied prior to or at settlement?~~☐~~Are there attachments?~~☐~~If YES, identify the attachment(s)~~~~(and, if applicable, the part(s) containing the particulars):~~

Date notice given:

Name of designated authority giving notice:

Nature of directions contained in notice:

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

Amount payable (if any):

29.14

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

Is this item applicable?

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

Are there attachments?

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

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:

**Particulars relating to a strata unit**

1 Name of strata corporation: STRATA CORPORATION 12758 INC

Address of strata corporation: 8/40 DAUNTSEY ROAD, ELIZABETH NORTH, SA 5113

2 Application must be made in writing to the strata corporation for the particulars and documents referred to in 3 and 4. Application must also be made in writing to the strata corporation for the articles referred to in 6 unless the articles are obtained from the Lands Titles Registration Office.

3 Particulars supplied by the strata corporation or known to the vendor:

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

YES

(b) particulars of assets and liabilities of the strata corporation:

YES

(c) particulars of expenditure that the strata 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:

YES

(d) particulars of the unit entitlement of the unit:

800/10000

*[If any of the above particulars have not been supplied by the strata 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 strata corporation that are enclosed:

(a) a copy of the minutes of the general meetings of the strata corporation and management committee  
\*for the 2 years preceding this statement / ~~since the deposit of the strata plan;~~  
(\*Strike out or omit whichever is the greater period)

YES

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

YES

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

YES

*[For each document indicate (YES or NO) whether or not the document has been supplied by the strata 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 strata corporation and give details of any other steps taken to obtain the particulars or documents concerned:

- 6 A copy of the articles of the strata corporation is enclosed.

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

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

Name: ADELAIDE STRATA & COMMUNITY MANAGEMENT

Address: 1/102 GREENHILL ROAD UNLEY SA 5061

#### Note-

- 1 A strata corporation must (on application by or on behalf of a current owner, prospective purchaser or other relevant person) provide the particulars and documents referred to in 3(a)-(c), 4 and 6 and must also make available for inspection its accountancy records and minute books, any contract with a body corporate manager, the register of unit holders and unit holder entitlements that it maintains and any documents in its possession relating to the design and construction of the buildings or improvements on the site or relating to the strata scheme.
- 2 Copies of the articles of the strata corporation may also be obtained from the Lands Titles Registration Office.
- 3 All owners of a strata unit are bound by the articles of the strata corporation. The articles regulate the rights and liabilities of owners of units in relation to their units 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 strata unit, see Division 3 of this Schedule.

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



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

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

#### Governance

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

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

#### Use of your property

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

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

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

#### Are you buying a debt?

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

#### Expenses

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

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

#### Guarantee

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

#### Contracts

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

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

#### Buying off the plan

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

#### Mixed use developments—voting rights

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

#### Further information

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

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

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

You can also seek advice from a legal practitioner.

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

\* The following documents are annexed hereto -

Form R3  
 Certificate of Title  
 Property Interest Report (PIR)  
 Title & Valuation Package  
 Check Search  
 Historical Search  
 Council Search  
 Certificate of Emergency Services Levy Payable  
 Certificate of Land Tax Payable  
 Certificate of Water and Sewer Charges & Encumbrance Information  
 Strata Corporation Search  
 Notice to Tenant of Lease Extension

**ACKNOWLEDGEMENT OF RECEIPT**

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

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

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

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

SIGN  
HERESIGN  
HERE

(\*Strike out whichever is not applicable)

# ATTACHMENT A -

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

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

| ITEM | DESCRIPTION:  |
|------|---|
| 29.1 | <p>Zoning overlays</p> <p>Overlays</p> <p>Building Near Airfields<br/>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.</p> <p>Defence Aviation Area (All structures over 15 metres)<br/>The Defence Aviation Area Overlay seeks to ensure building height does not pose a hazard to the operational and safety requirements of Defence Aviation Areas.</p> <p>Hazards (Flooding - General)<br/>The Hazards (Flooding - General) Overlay seeks to minimise impacts of general flood risk through appropriate siting and design of development.</p> <p>Prescribed Wells Area<br/>The Prescribed Wells Area Overlay seeks to ensure sustainable water use in prescribed wells areas.</p> <p>Regulated and Significant Tree<br/>The Regulated and Significant Tree Overlay seeks to mitigate the loss of regulated trees through appropriate development and redevelopment.</p> <p>Stormwater Management<br/>The Stormwater Management Overlay seeks to ensure new development incorporates water sensitive urban design techniques to capture and re-use stormwater.</p> <p>Urban Tree Canopy<br/>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.</p> |

# Form R3

## Buyers information notice

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

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

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

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

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

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

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

### **Safety**

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



## Enjoyment

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

## Value

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

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

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



REAL PROPERTY ACT, 1886



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



# Certificate of Title - Volume 5162 Folio 218

Parent Title(s)

CT 5128/939

Creating Dealing(s)

SA 7627513

Title Issued

22/12/1993

Edition

5

Edition Issued

13/05/2015

## Estate Type

FEE SIMPLE (UNIT)

## Registered Proprietor

ROBERT CIROCCO  
FIONA CRISPIN  
OF PO BOX 615 TWO WELLS SA 5501  
AS JOINT TENANTS

## Description of Land

UNIT 8 STRATA PLAN 12758  
IN THE AREA NAMED ELIZABETH NORTH  
HUNDRED OF MUNNO PARA

## Easements

SUBJECT TO SERVICE EASEMENT(S) OVER THE LAND MARKED C ON SP 12758 FOR SEWERAGE PURPOSES TO SOUTH AUSTRALIAN WATER CORPORATION (223LG RPA)

## Schedule of Dealings

NIL

## Notations

Dealings Affecting Title

NIL

Priority Notices

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

# Property Interest Report

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

|                        |  |                           |
|------------------------|--|---------------------------|
| Title Reference        | CT 5162/218  | Reference No. 2535138     |
| Registered Proprietors | R*CIROCCO & ANR                                    | Prepared 16/01/2024 10:59 |
| Address of Property    | Unit 8, 40 DAUNTSEY ROAD, ELIZABETH NORTH, SA 5113 |                           |
| Local Govt. Authority  | CITY OF PLAYFORD                                   |                           |
| Local Govt. Address    | 12 BISHOPSTONE ROAD DAVOREN PARK SA 5113           |                           |

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

Table of Particulars

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

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

| Prescribed encumbrance   | Particulars (Particulars in bold indicates further information will be provided)  |
|--|---|
| <b>1. General</b>  |   |
| 1.1 Mortgage of land<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>  | Refer to the Certificate of Title   |
| 1.2 Easement (whether over the land or annexed to the land)<br><br>Note--"Easement" includes rights of way and party wall rights<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>  | Refer to the Certificate of Title   |
| 1.3 Restrictive covenant<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>  | Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance                                |
| 1.4 Lease, agreement for lease, tenancy agreement or licence<br>(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title<br><br>also<br><br>Contact the vendor for these details                                   |
| 1.5 Caveat   | Refer to the Certificate of Title   |
| 1.6 Lien or notice of a lien   | Refer to the Certificate of Title   |
| <b>2. Aboriginal Heritage Act 1988</b>   |   |
| 2.1 section 9 - Registration in central archives of an Aboriginal site or object   | Aboriginal Affairs and Reconciliation in AGD has no registered entries for Aboriginal sites or objects affecting this title |
| 2.2 section 24 - Directions prohibiting or restricting access to, or activities on, a site or  | Aboriginal Affairs and Reconciliation in AGD has no record of any direction affecting this title                            |

an area surrounding a site

2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

5.6 section 57 - Land management agreement

Refer to the Certificate of Title

5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

5.9 section 71 - Fire safety notice

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

|      |  |  |
|------|--|--|
| 5.10 | section 84 - Enforcement notice                  | State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title<br><br>also<br><br>Contact the Local Government Authority for other details that might apply |
| 5.11 | section 85(6), 85(10) or 106 - Enforcement order | State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title<br><br>also<br><br>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<br><br>also<br><br>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)<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title<br><br>also<br><br>Contact the Local Government Authority for other details that might apply |
|-----|--|--|

## 7. Emergency Services Funding Act 1998

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

## 8. Environment Protection Act 1993

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

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

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

## 17. *Land Acquisition Act 1969*

|      |   |   |
|------|---|---|
| 17.1 | section 10 - Notice of intention to acquire | Refer to the Certificate of Title for any notice of intention to acquire<br>also<br>Contact the Local Government Authority for other details that might apply |
|------|---|---|

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

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

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

**21. Local Government Act 1999**

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

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

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

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

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

**24. Mining Act 1971**

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



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

## 25. *Native Vegetation Act 1991*

|      |  |  |
|------|--|--|
| 25.1 | Part 4 Division 1 - Heritage agreement   | DEW Native Vegetation has no record of any agreement affecting this title<br><br>also<br><br>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<br><br>also<br><br>Refer to the Certificate of Title |
| 25.3 | section 25D - Management agreement   | DEW Native Vegetation has no record of any agreement affecting this title<br><br>also<br><br>Refer to the Certificate of Title |
| 25.4 | Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation                    | DEW Native Vegetation has no record of any refusal or condition affecting this title   |

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

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

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

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

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

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

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

- 29.1 Part 5 - Planning and Design Code  
[ **Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also
- Code Amendment**
- McEvoy Road, Virginia - proposes to rezone a single vacant allotment (Lot 22 in FP114583) of approximately 10.3 hectares to the Master Planned Township Zone, to facilitate potential development for residential purposes. For more information please refer to the 'Code Amendments' page on the PlanSA portal: , or contact the City of Playford.
- Code Amendment**
- Flooding Hazards Mapping Update - seeks to update the extent of the Hazard (Flooding – Evidence Required) Overlay in the Planning and Design Code in 13 local government areas and several Outback Areas of the State, based on more recent flood hazard mapping. For more information, refer to the 'Code Amendments' page on the PlanSA portal: [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or phone PlanSA on 1800752664.
- Code Amendment**
- Residential Driveway Crossovers –draft design standard aiming to improve public safety and enhance streetscapes across SA. Minor changes to the Planning and Design Code have also been drafted to complement the design standard and support its delivery and are open for consultation as part of this process. For more information, refer to the 'Code Amendments' page on the PlanSA portal: [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or phone PlanSA on 1800752664.
- Code Amendment**
- Statewide Bushfire Hazards Overlay - aims to review the current policy framework (spatial layers and policy content) of the six Hazard (Bushfire Risk) Overlays as well as explore other planning instruments and mechanisms to assist in mitigating bushfire hazard impacts. Please note that this Code Amendment only applies to a portion of some council areas. To understand if your property is affected, please check the bushfire hazard map at <https://plus.geodata.sa.gov.au/bushfire/index.html>. For more information, please visit [https://plan.sa.gov.au/have\\_your\\_say/](https://plan.sa.gov.au/have_your_say/) or contact PlanSA via email (PlanSA@sa.gov.au) or telephone (1800 752 664).
- 29.2 section 127 - Condition (that continues to apply) of a development authorisation State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the vendor for these details

29.4 section 140 - Notice requesting access

Contact the vendor for these details

29.5 section 141 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

29.6 section 142 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

29.7 section 155 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

29.8 section 157 - Fire safety notice

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

also

Contact the Local Government Authority for other details that might apply

29.9 section 192 or 193 - Land management agreement

Refer to the Certificate of Title

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for details relevant to this item

also

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

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

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

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

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

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

- |      |   |   |
|------|---|---|
| 32.1 | section 66 - Direction or requirement to avert spread of disease  | Public Health in DHW has no record of any direction or requirement affecting this title   |
| 32.2 | section 92 - Notice   | Public Health in DHW has no record of any notice affecting this title<br>also<br>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<br>also<br>Contact the Local Government Authority for other details that might apply |

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

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

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

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

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

- |      |  |   |
|------|--|---|
| 35.1 | section 18 - Condition (that remains in force) | DEW has no record of any condition affecting this title |
|------|--|---|

of a permit

35.2

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

DEW has no record of any notice affecting this title

36. Other charges

36.1

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

Refer to the Certificate of Title

also

Contact the vendor for these details

also

Contact the Local Government Authority for other details that might apply

## Other Particulars

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

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

## Additional Information

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

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

## Notices

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

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

#### Building restrictions

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

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

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

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

#### Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

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

Water Resources Management - Taking of underground water

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

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

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





**Product**  
**Date/Time**  
**Customer Reference**  
**Order ID**

Title and Valuation Package  
16/01/2024 10:59AM  
3412  
20240116002776

## Certificate of Title

**Title Reference** CT 5162/218  
**Status** CURRENT  
**Easement** YES  
**Owner Number** 12776949  
**Address for Notices** PO BOX 615 TWO WELLS 5501  
**Area** NOT AVAILABLE

## Estate Type

Fee Simple (Unit)

## Registered Proprietor

ROBERT CIROCCO  
FIONA CRISPIN  
OF PO BOX 615 TWO WELLS SA 5501  
AS JOINT TENANTS

## Description of Land

UNIT 8 STRATA PLAN 12758  
IN THE AREA NAMED ELIZABETH NORTH  
HUNDRED OF MUNNO PARA

## Last Sale Details

**Dealing Reference** TRANSFER (T) 11948679  
**Dealing Date** 04/06/2013  
**Sale Price** \$197,000  
**Sale Type** TRANSFER FOR FULL MONETARY CONSIDERATION

## Constraints

### Encumbrances

NIL

### Stoppers

NIL

## Valuation Numbers

| Valuation Number | Status  | Property Location Address                             |
|------------------|---------|---|
| 3237356690       | CURRENT | Unit 8, 40 DAUNTSEY ROAD,<br>ELIZABETH NORTH, SA 5113 |

## Notations

### Dealings Affecting Title

NIL



Product  
Date/Time  
Customer Reference  
Order ID

Title and Valuation Package  
16/01/2024 10:59AM  
3412  
20240116002776

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

|                              |  |
|------------------------------|--|
| Valuation Number             | 3237356690   |
| Type                         | Site & Capital Value                               |
| Date of Valuation            | 01/01/2023   |
| Status                       | CURRENT  |
| Operative From               | 01/07/1994   |
| Property Location            | Unit 8, 40 DAUNTSEY ROAD, ELIZABETH NORTH, SA 5113 |
| Local Government             | PLAYFORD   |
| Owner Names                  | FIONA CRISPIN<br>ROBERT CIROCCO                    |
| Owner Number                 | 12776949   |
| Address for Notices          | PO BOX 615 TWO WELLS 5501                          |
| Zone / Subzone               | GN - General Neighbourhood                         |
| Water Available              | Yes  |
| Sewer Available              | Yes  |
| Land Use                     | 1310 - Ground Floor Home Unit Only                 |
| Description                  | 4H/U G   |
| Local Government Description | Residential  |

Parcels

| Plan/Parcel   | Title Reference(s) |
|---------------|--------------------|
| S12758 UNIT 8 | CT 5162/218        |

Values

| Financial Year | Site Value | Capital Value | Notional Site Value | Notional Capital Value | Notional Type |
|----------------|------------|---------------|---------------------|------------------------|---------------|
| Current        | \$108,000  | \$265,000     |                     |                        |               |
| Previous       | \$94,000   | \$205,000     |                     |                        |               |

Building Details



|                           |                             |
|---------------------------|-----------------------------|
| <b>Product</b>            | Title and Valuation Package |
| <b>Date/Time</b>          | 16/01/2024 10:59AM          |
| <b>Customer Reference</b> | 3412                        |
| <b>Order ID</b>           | 20240116002776              |

|                             |                               |
|-----------------------------|-------------------------------|
| <b>Valuation Number</b>     | 3237356690                    |
| <b>Building Style</b>       | Conventional                  |
| <b>Year Built</b>           | 1993                          |
| <b>Building Condition</b>   | Very Good                     |
| <b>Wall Construction</b>    | Brick                         |
| <b>Roof Construction</b>    | Tiled (Terra Cotta or Cement) |
| <b>Equivalent Main Area</b> | 114 sqm                       |
| <b>Number of Main Rooms</b> | 4                             |

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



**Product**  
**Date/Time**  
**Customer Reference**  
**Order ID**

Check Search  
16/01/2024 10:59AM  
3412  
20240116002776

---

## Certificate of Title

**Title Reference:** CT 5162/218  
**Status:** CURRENT  
**Edition:** 5

## Dealings

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

## Priority Notices

NIL

## Registrar-General's Notes

No Registrar-General's Notes exist for this title



Product  
Date/Time  
Customer Reference  
Order ID

Historical Search  
16/01/2024 10:59AM  
3412  
20240116002776

Certificate of Title

Title Reference: CT 5162/218  
Status: CURRENT  
Parent Title(s): CT 5128/939  
Dealing(s) Creating Title: SA 7627513  
Title Issued: 22/12/1993  
Edition: 5

Dealings

| Lodgement Date | Completion Date | Dealing Number | Dealing Type          | Dealing Status | Details   |
|----------------|-----------------|----------------|-----------------------|----------------|---|
| 13/04/2015     | 13/05/2015      | 12309082       | DISCHARGE OF MORTGAGE | REGISTERED     | 11948680  |
| 04/06/2013     | 24/06/2013      | 11948680       | MORTGAGE              | REGISTERED     | BENDIGO & ADELAIDE BANK LTD. (ACN: 068 049 178) |
| 04/06/2013     | 24/06/2013      | 11948679       | TRANSFER              | REGISTERED     | ROBERT CIROCCO, FIONA CRISPIN                   |
| 04/06/2013     | 24/06/2013      | 11948678       | DISCHARGE OF MORTGAGE | REGISTERED     | 9254818   |
| 11/01/2002     | 06/02/2002      | 9254818        | MORTGAGE              | REGISTERED     | ST.GEORGE BANK LTD. (ACN: 055 513 070)          |
| 11/01/2002     | 06/02/2002      | 9254817        | TRANSFER              | REGISTERED     | MICHAEL JOHN BRIGGS                             |
| 11/01/2002     | 06/02/2002      | 9254816        | DISCHARGE OF MORTGAGE | REGISTERED     | 7770422   |
| 09/08/1994     | 23/08/1994      | 7770422        | MORTGAGE              | REGISTERED     | BANK OF SOUTH AUSTRALIA LTD.                    |
| 09/08/1994     | 23/08/1994      | 7770421        | TRANSFER              | REGISTERED     | ROBERT GLYN JONES                               |
| 09/08/1994     | 23/08/1994      | 7770420        | DISCHARGE OF MORTGAGE | REGISTERED     | 7511448   |
| 02/06/1993     | 19/07/1993      | 7511448        | MORTGAGE              | REGISTERED     | ESANDA FINANCE CORPORATION LTD.                 |



16 January 2024

**SEARCH NO: 69737**

Searchlight Technology  
PO Box 223  
RUNDLE MALL SA 5000

**ALLOTMENT /  
PROPERTY ADDRESS:** LOT 123 SEC 3141 DP 36603 HD OF MUNNO PARA, STRATA  
UNT 8 SEC 3141 SP 12758 HD OF MUNNO PARA,  
8/ 40 DAUNTSEY ROAD, ELIZABETH NORTH SA 5113  
**TITLE:** CT-5162/218  
**VALUATION NO:** 3237356690  
**ASSESSMENT NO:** 692889  
**OWNER:** MR R CIROCCO AND MRS F CIROCCO

In response to your enquiry, I supply the following information:

**PARTICULARS OF COUNCIL RATES & OTHER LAWFUL CHARGES**  
**Rates Declared 27 June 2023**

|                          |                 |  |
|--------------------------|-----------------|--|
| Current rates            | \$1,569.65      | Quarter 1 due 01/09/23                     |
| Rebate/Remissions        | \$0.00          |  |
| Current fines            | \$0.00          |  |
| Arrears                  | \$0.00          | Monthly fines to be applied on arrears     |
| Legal Fees               | \$0.00          |  |
| Property related debts   | \$0.00          |  |
| Regional Landscape Levy  | \$16.55         |  |
| Payments/Adjustment      | \$-794.20       |  |
| Overpayments             | \$0.00          |  |
| <b>TOTAL OUTSTANDING</b> | <b>\$792.00</b> | Please check the balance before settlement |

**\*\*\*When notifying the City of Playford regarding the change of ownership please include the mobile phone number and email address of new Ratepayers to enable future SMS and email contact\*\*\***

Please ensure your Vendor cancels any existing Direct Debit, Centrepay or Bpay payment deductions and Bpayview for this property.

**City of Playford**

Call — 08 8256 0333  
playford@playford.sa.gov.au  
playford.sa.gov.au

**Post**

12 Bishopstone Road  
Davoren Park SA 5113

**Visit**

Playford Civic Centre  
10 Playford Boulevard  
Elizabeth SA 5112

Stretton Centre  
307 Peachey Road  
Munno Para SA 5115

**Payment of rates balance at settlement can be made by:**

**EFT:** City of Playford BSB 065 137 Account Number 1039 5805

**Reference must include Rates Assessment number and Remittance details emailed to**  
[Revenue@playford.sa.gov.au](mailto:Revenue@playford.sa.gov.au)

**Bpay:** Biller Code: 303206 Biller reference: Refer Rates Assessment number

**Credit Card:** pay by credit card on our website [www.playford.sa.gov.au](http://www.playford.sa.gov.au)

**OTHER MATTERS PURSUANT TO SECTION 187 (4) OF THE LOCAL GOVERNMENT ACT  
CERTIFICATES ARE ONLY VALID AS AT THE DATE OF ISSUE.**

|   |                |
|---|----------------|
| Legal action taken  | NO             |
| Notice issued under the Local Government Act 1999   | YES RATES      |
| Easement, Right of Way, Restricted covenant, Lien<br>or caveat in which council has an interest | REFER TO TITLE |

Please note: The above information is supplied for the purposes of Section 7 of the Land & Business  
(Sale and Conveyancing) Act 1994 and relates only to matters in which council has an interest.

For Chief Executive Officer

Rates Administration Officer  
Rates Officer

8/ 40 Dauntsey Road  
ELIZABETH NORTH SA 5113


| <b>Planning, Development &amp; Infrastructure Act 2016</b>     |  |                             |
|--|--|-----------------------------|
| 29.1   | Planning and Design Code<br>Zone / Subzone / Overlay   | General Neighbourhood GN    |
|  | Is the land situated in a State Heritage place   | NO                          |
|  | Is the land designated as a place of local heritage value  | NO                          |
|  | Is there a tree declared to be a significant tree or a stand of trees<br>declared to be significant trees on the land  | Unknown                     |
|  | Is there a current amendment to the Planning and Design Code<br>released for public consultation by the State Planning Commission<br>on which consultation is continuing or on which consultation has<br>ended but whose proposed amendment has not yet come into<br>operation | Yes<br>See Below            |
| 29.2   | Section 127 – Condition (that continues to apply) of a development<br>authorisation under the Planning, Development and Infrastructure<br>Act  | no                          |
| 29.3<br>29.4<br>29.5<br>29.6<br>29.7<br>29.8<br>29.13<br>29.14 | Planning, Development and Infrastructure Act Notices / Orders /<br>Requirements  | NO                          |
| 29.9   | Land Management Agreement (Section 192 or 193)   | SEE CERTIFICATE OF<br>TITLE |
| 29.10<br>29.11   | Requirement or Agreement to vest land in Council or Crown to be<br>held as open space  | NO                          |
| 29.12  | General rights of review and appeal (Part 16 Division 1<br>Proceedings).   | NO                          |
| <b>Development Act 1993</b>                                    |  |                             |
| 5.1  | Development Plan Zone /<br>Policy Area   | NA                          |



|  |   |  |
|--|---|--|
|  | Is the land situated in a designated State Heritage Area  | Development Act now repealed – refer to 29.1 |
|  | Is the land designated as a place of local heritage value   | Development Act now repealed – refer to 29.1 |
|  | Is there a current Development Plan Amendment released for public consultation by the Minister on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation  | NO   |
|  | Subject to a Development Consent / Conditions (under the Development Act 1993) which continue to apply  | NO   |
|  | Is there a current Development Plan Amendment released for public consultation by the council on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?  | Development Act now repealed                 |
|  | Is there a current Development Plan Amendment released for public consultation by the Minister on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? | Development Act now repealed                 |
| 5.2<br>5.3   | Requirement or Agreement to vest land in Council or Crown to be held as open space  | NO   |
| 5.4<br>5.5<br>5.6<br>5.7<br>5.8<br>5.9<br>5.10<br>5.11<br>5.12 | Development Act Notices / Orders / Requirements   | NO   |
| 5.6  | Land Management Agreement (Section 57)  | SEE CERTIFICATE OF TITLE                     |
| <b>Repealed Act Conditions</b>                                 |   |  |
| 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</i>   | NO   |

|   |   |                          |
|---|---|--------------------------|
|   | <i>Adelaide Development Control Act 1976 (repealed), the Planning Act 1982 (repealed) or the Planning and Development Act 1966 (repealed)</i>   |                          |
|   | <b>Notices</b>  |                          |
|   | Development Act / Public & Environmental Health Act Notices   | NO                       |
| <b>Fire and Emergency Services Act 2005</b> |   |                          |
| 10.1  | Fire & Emergency Services Act 2005 Notice (Section 105F)  | NO                       |
| <b>Public Health Act 2011</b>               |   |                          |
| 32.3  | Condition (that continues to apply) of an approval under the South Australian Public Health (Wastewater) Regulations 2013 or Public and Environmental Health (Waste Control) Regulations 2010 (revoked)                                       | SEE BELOW IF APPLICABLE  |
| <b>Further Information Held by Council</b>  |   |                          |
| 36.1  | Does the council hold details of any development approvals relating to—<br>(a) commercial or industrial activity at the land; or<br>(b) a change in the use of the land or part of the land (within the meaning of the Development Act 1993)? | NO                       |
|   | Proclamations / Agreements  | SEE CERTIFICATE OF TITLE |

For Chief Executive Officer

  
 -----

## **Development Approvals**

### **292/1160/2015 - Construction of a verandah**

Date of Decision 29/9/2015 Authority: Council

Continuing Condition (s)

- The development must be undertaken, completed and maintained in accordance with the plan(s) and information detailed in this Application except where varied by any condition(s) listed below
- The verandah shall not be enclosed on any side with any solid material except where included as part of the current application.
- *Reason: To preserve and enhance the amenity of the site and locality.*

### **292/299/2016- Construction of a verandah**

Date of Decision 3/3/2016 Authority: Council

Continuing Condition (s)

Nil

## **Planning & Design Code Amendments**

The Planning and Design Code must be read in conjunction with any amendments published in the online Planning and Design Code, on the SA Planning portal.

The following amendments are currently on consultation, under consideration or still to come into operation

## [Code Amendments | PlanSA](#)

### **Development Plan Amendments (DPA)**

The Playford Council Development Plan must be read in conjunction with any amendments published in the Government Gazette, but not yet consolidated in the plan.

The following amendments are currently on consultation, under consideration or still to be consolidated into the Playford Development Plan:

- NIL

### **Important Information**

*Please note: Where Section 34 of the Building Work Contractors Act 1995 requires that building indemnity insurance be taken out in respect of certain types of domestic building work commenced after 1st May 1987, intending purchasers of this property should contact the Council's Building Section for information on whether an insurance policy exists in respect of any building erected on this land.*

### **Particulars Relating to Environment Protection - Further information held by councils**

#### **Note—**

*The question relates to information that the council for the area in which the land is situated may hold. If the council answers "YES" to the question, it will provide a description of the nature of each development approved in respect of the land. The purchaser may then obtain further details from the council (on payment of any fee fixed by the council). However, it is expected that the ability to supply further details will vary considerably between councils.*

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

- *the approval of development by a council does not necessarily mean that the development has taken place;*

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

**PLEASE TAKE NOTE:** Various areas within the Council are at risk of flooding. The Council is not required by Section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* to provide information in relation to whether this property is within a flood risk area or the possible extent of any flood risk as part of this Statement. Nevertheless, the Council can inform you that it has received a report by the Department for Transport, Energy & Infrastructure containing new hydrological data for the Gawler River Flood Plain area which may result in the boundaries of the flood risk area being amended. Flood mapping and modelling has been undertaken using this new hydrological data. The Floodplain Mapping Report is available at the following website:

<http://www.gawler.sa.gov.au/page.aspx?u=704>

#### Swimming Pool Legislation

On 1st October 2008, new provisions for swimming pool safety took effect in South Australia. A new clause 71AA has been inserted under the Development Act 1993. The effect of the legislative changes is that all swimming pools approved, constructed or installed prior to 1<sup>st</sup> July 1993 must be upgraded to the current standard required by the Development Act 1993 on or before the date of transfer of the title of the land where the swimming pool is situated.

The onus is on the owner of the land to ensure the swimming pool safety features are upgraded prior to settlement being effected upon sale of the land.



## Data Extract for Section 7 search purposes

**VALUATION ID 3237356690**

**Data Extract Date:** 17/01/2024

**Parcel ID:** S12758 U8

**Certificate Title:** CT5162/218

**Property Address:** UNIT 8 40 DAUNTSEY RD ELIZABETH NORTH SA 5113

### **Zones**

General Neighbourhood (GN)

### **Subzones**

No

### ***Zoning overlays***

#### **Overlays**

##### **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.

##### **Defence Aviation Area (All structures over 15 metres)**

The Defence Aviation Area Overlay seeks to ensure building height does not pose a hazard to the operational and safety requirements of Defence Aviation Areas.

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

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

##### **Prescribed Wells Area**

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

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

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

##### **Stormwater Management**

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

##### **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).***

UNKNOWN

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



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: 2535138

**DATE OF ISSUE**

16/01/2024

THE TRUSTEE FOR THE MNAS FAMILY TRUST  
LEVEL 2  
70 HINDMARSH SQUARE  
ADELAIDE SA 5000

**ENQUIRIES:**

Tel: (08) 8226 3750

Email: revsaesl@sa.gov.au

**OWNERSHIP NUMBER**

12776949

**OWNERSHIP NAME**

R CIROCCO & F CRISPIN

**PROPERTY DESCRIPTION**

8 / 40 DAUNTSEY RD / ELIZABETH NORTH SA 5113 / UNIT 8

**ASSESSMENT NUMBER**

3237356690

**TITLE REF.**

(A "+" indicates multiple titles)

CT 5162/218

**CAPITAL VALUE**

\$265,000.00

**AREA / FACTOR**

R4  
1.000

**LAND USE / FACTOR**

RE  
0.400

**LEVY DETAILS:**

**FINANCIAL YEAR**

2023-2024

**FIXED CHARGE**

**+ VARIABLE CHARGE**

**- REMISSION**

**- CONCESSION**

**+ ARREARS / - PAYMENTS**

**= AMOUNT PAYABLE**

\$ 50.00  
\$ 107.25  
\$ 67.20  
\$ 0.00  
\$ -90.05  
\$ 0.00

**Please Note:**

If a concession amount is shown, the validity of the concession should be checked prior to payment of any outstanding levy amount. The expiry date displayed on this Certificate is the last day an update of this Certificate will be issued free of charge. **It is not the due date for payment.**

**EXPIRY DATE**

15/04/2024



**Government of  
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

## CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

**PAYMENT REMITTANCE ADVICE**

**No payment is required on this Certificate**



**Please Note:**

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

Visit: [www.revenuesa.sa.gov.au](http://www.revenuesa.sa.gov.au)  
Email: [revsupport@sa.gov.au](mailto:revsupport@sa.gov.au)  
Phone: (08) 8226 3750

**PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE**

**Online at:**

**OR**

**By Post to:**

**[www.revenuesaonline.sa.gov.au](http://www.revenuesaonline.sa.gov.au)**

RevenueSA  
Locked Bag 555  
ADELAIDE SA 5001



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: 2535138

DATE OF ISSUE

16/01/2024

THE TRUSTEE FOR THE MNAS FAMILY TRUST  
LEVEL 2  
70 HINDMARSH SQUARE  
ADELAIDE SA 5000

ENQUIRIES:

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

OWNERSHIP NAME

R CIROCCO & F CRISPIN

FINANCIAL YEAR

2023-2024

PROPERTY DESCRIPTION

8 / 40 DAUNTSEY RD / ELIZABETH NORTH SA 5113 / UNIT 8

ASSESSMENT NUMBER

3237356690

TITLE REF.

(A "+" indicates multiple titles)

CT 5162/218

TAXABLE SITE VALUE

\$108,000.00

AREA

0.0000 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

15/04/2024



Government of  
South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Land Tax Act 1936

## CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

**No payment is required on this Certificate**

**Please Note:**

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

Visit: [www.revenuesa.sa.gov.au](http://www.revenuesa.sa.gov.au)  
Email: [revsupport@sa.gov.au](mailto:revsupport@sa.gov.au)  
Phone: (08) 8226 3750

**PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE**

**Online at:**

**OR**

**By Post to:**

**[www.revenuesaonline.sa.gov.au](http://www.revenuesaonline.sa.gov.au)**

RevenueSA  
Locked Bag 555  
ADELAIDE SA 5001



|                |                 |               |           |             |
|----------------|-----------------|---------------|-----------|-------------|
| Account Number | L.T.O Reference | Date of issue | Agent No. | Receipt No. |
| 32 37356 69 0  | CT5162218       | 17/1/2024     | 1597      | 2535138     |

CORNERSTONE CONVEYANCING SA  
LEVEL 2 / 70 HINDMARSH SQUARE  
ADELAIDE SA 5000  
nicole@cornerstonesa.com.au

Section 7/Elec

## Certificate of Water and Sewer Charges & Encumbrance Information

### Property details:

Customer: R CIROCCO & F CRISPIN  
Location: U8 40 DAUNTSEY RD ELIZABETH NORTH UNIT 8  
Description: 4H/U G Capital \$ 265 000  
Value:  
Rating: Residential

### Periodic charges

Raised in current years to 31/12/2023

|                       |                          |                        |            |
|-----------------------|--------------------------|------------------------|------------|
|                       |                          |                        | \$         |
|                       | Arrears as at: 30/6/2023 | :                      | 0.00       |
| Water main available: | 1/7/1994                 | Water rates            | : 148.40   |
| Sewer main available: | 1/7/1994                 | Sewer rates            | : 159.00   |
|                       |                          | Water use              | : 136.36   |
|                       |                          | SA Govt concession     | : 0.00     |
|                       |                          | Recycled Water Use     | : 0.00     |
|                       |                          | Service Rent           | : 0.00     |
|                       |                          | Recycled Service Rent  | : 0.00     |
|                       |                          | Other charges          | : 0.00     |
|                       |                          | Goods and Services Tax | : 0.00     |
|                       |                          | Amount paid            | : 443.76CR |
|                       |                          | Balance outstanding    | : 0.00     |

Degree of concession: 00.00%  
Recovery action taken: FULLY PAID

Next quarterly charges: Water supply: 74.20 Sewer: 79.50 Bill: 14/2/2024

This account has no meter of its own but is supplied from account no 32 37356 52 7.

The Water Use apportionment option is Even.

The apportionment percentage for this account is 8.33%.

SA Water has no record of an Encumbrance on this property as at the date of issue of this certificate.



## South Australian Water Corporation

Name:  
R CIROCCO & F CRISPIN

Water & Sewer Account  
Acct. No.: 32 37356 69 0

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

Address:  
U8 40 DAUNTSEY RD ELIZABETH NORTH  
UNIT 8

---

### Payment Options

**EFT**

EFT Payment

|                      |                             |
|----------------------|-----------------------------|
| Bank account name:   | SA Water Collection Account |
| BSB number:          | 065000                      |
| Bank account number: | 10622859                    |
| Payment reference:   | 3237356690                  |



Bill code: 8888  
Ref: 3237356690

Telephone and Internet Banking — BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at [bpay.com.au](http://bpay.com.au)



Paying online

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



Paying by phone

Call 1300 650 870 and pay by phone using your Visa/Mastercard 24/7.

SA Water account number: 3237356690



Government of  
South Australia

South Australian Water Corporation  
250 Victoria Square/Tarntanyangga  
Adelaide SA 5000  
GPO Box 1751 Adelaide SA 5001

1300 SA WATER  
(1300 729 283)  
ABN 69 336 525 019  
[sawater.com.au](http://sawater.com.au)



ASCM

t. +61 8 8490 1300

f. +61 8 8490 1399

e. admin@ascm.com.au

ABN 73 058 476 056

1/102 Greenhill Road

Unley SA 5061

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

17 January 2024

Strata Corporation 12758 Inc  
Not registered for GST

ABN: 43 740 012 924

## Tax Invoice

SEARCHLIGHT TECHNOLOGY  
PO BOX 232  
RUNDLE MALL SA  
5000

Ref

Re      Lot      8                      Strata Corporation 12758 Inc

Fee      105.60                      Paid

Above Fee includes GST

### TAX INVOICE

We have provided this information as required under the provisions of the Strata Titles Act (Section 41) and the Community Titles Act (Section 139) and in the interests of providing full disclosure to purchasers.

The information is accurate at the time of disclosure. If any clarification is required please let us know.

For EFT payments (NOT for settlement purposes);  
Adelaide Strata Management  
BSB; 185-300  
Account No; 303261853

Kind Regards,  
Body Corporate Manager

Adelaide Strata & Community Management  
For the Secretary.

# BODY CORPORATE SEARCH STATEMENT

## Strata Titles Act 1988 and Community Titles Act 1996

(Section 41 Strata Titles Act 1988)  
(Section 139 Community Titles Act 1996)

### Strata Corporation 12758 Inc

Requested by **SEARCHLIGHT TECHNOLOGY**  
**PO BOX 232**  
**RUNDLE MALL SA**  
**5000**

Reference:

Lot No **8**  
Address **8/40 Dauntsey Road, Elizabeth North SA 5113**  
Owner **Mr Robert Cirocco & Ms Fiona Crispin**

#### 1 Financial Details

##### 1.1 Entitlements

|                      |            |                           |              |
|----------------------|------------|---------------------------|--------------|
| Unit/Lot Entitlement | <b>800</b> | Total of All Entitlements | <b>10000</b> |
|----------------------|------------|---------------------------|--------------|

##### 1.2 Contributions - Administrative Fund

Total amount last determined with respect of the lot **\$2,048.00**

Number of instalments payable **5**

Instalment Details:-

| Period               | Determined | Amount | Due Date | Date Paid | Discount | If Paid By | Notice Date |
|----------------------|------------|--------|----------|-----------|----------|------------|-------------|
| 01/07/23 to 30/09/23 | 03/06/22   | 400.00 | 01/07/23 | 15/06/23  | 0.00     | 01/07/23   | 13/06/23    |
| 01/10/23 to 31/12/23 | 03/06/22   | 400.00 | 01/10/23 | 14/09/23  | 0.00     | 01/10/23   | 11/09/23    |
| 01/01/24 to 31/03/24 | 25/09/23   | 416.00 | 01/01/24 | 14/12/23  | 0.00     | 01/01/24   | 11/12/23    |
| 01/04/24 to 30/06/24 | 25/09/23   | 416.00 | 01/04/24 |           | 0.00     | 01/04/24   |             |
| 01/07/24****30/09/24 | 25/09/23   | 416.00 | 01/07/24 |           | 0.00     | 01/07/24   |             |

Amount (if any) outstanding (credit shown with -)

**Nil**

(Amount unpaid including billed not yet due \$0.00)

Paid to **31/03/24**

##### 1.3 Contributions - Sinking Fund

Total amount last determined with respect of the lot **\$600.00**

Number of instalments payable **5**

Instalment Details:-

| Period               | Determined | Amount | Due Date | Date Paid | Discount | If Paid By | Notice Date |
|----------------------|------------|--------|----------|-----------|----------|------------|-------------|
| 01/07/23 to 30/09/23 | 03/06/22   | 120.00 | 01/07/23 | 15/06/23  | 0.00     | 01/07/23   | 13/06/23    |
| 01/10/23 to 31/12/23 | 03/06/22   | 120.00 | 01/10/23 | 14/09/23  | 0.00     | 01/10/23   | 11/09/23    |
| 01/01/24 to 31/03/24 | 25/09/23   | 120.00 | 01/01/24 | 14/12/23  | 0.00     | 01/01/24   | 11/12/23    |
| 01/04/24 to 30/06/24 | 25/09/23   | 120.00 | 01/04/24 |           | 0.00     | 01/04/24   |             |
| 01/07/24****30/09/24 | 25/09/23   | 120.00 | 01/07/24 |           | 0.00     | 01/07/24   |             |

Amount (if any) outstanding (credit shown with -)

**Nil**

(Amount unpaid including billed not yet due \$0.00)

Paid to **31/03/24**

##### 1.4 Contributions - Special - Administrative Fund

|                            |            |                               |          |
|----------------------------|------------|-------------------------------|----------|
| Amount of the levy payable | <b>Nil</b> | Number of instalments payable | <b>0</b> |
|----------------------------|------------|-------------------------------|----------|

Instalment Details:-

| Determined | Amount | Due Date | Date Paid | Discount | If Paid By | Notice Date |
|------------|--------|----------|-----------|----------|------------|-------------|
|------------|--------|----------|-----------|----------|------------|-------------|

Amount (if any) outstanding (credit shown with -)

**Nil**

(Amount unpaid including billed not yet due \$0.00)

Brief statement as to the purpose for which the contribution was levied

##### Contributions - Special - Sinking Fund

|                            |                   |                               |          |
|----------------------------|-------------------|-------------------------------|----------|
| Amount of the levy payable | <b>\$4,160.00</b> | Number of instalments payable | <b>2</b> |
|----------------------------|-------------------|-------------------------------|----------|

Instalment Details:-

| Determined | Amount | Due Date | Date Paid | Discount | If Paid By | Notice Date |
|------------|--------|----------|-----------|----------|------------|-------------|
|------------|--------|----------|-----------|----------|------------|-------------|

**See Annexure 'Levy Details'**

Amount (if any) outstanding (credit shown with -)

**Nil**

(Amount unpaid including billed not yet due \$0.00)

Brief statement as to the purpose for which the contribution was levied

**See Annexure 'Levy Details'**

1.5

Money Unpaid Pursuant to By-Law

Amount payable under a by-law

Nil

Date when amount due

1.6

Interest on Unpaid Contributions

Rate of interest payable on contributions

15.00

per cent

Amount of interest payable in relation to outstanding contributions

Nil

Daily interest amount accruing

Nil

1.7

Other amounts owing

| Purpose | Fund | Amount | Due Date | Amount Due |
|---------|------|--------|----------|------------|
|---------|------|--------|----------|------------|

1.8

Water Billing Arrangements

Owner / SA Water

1.9

Expenditure By Corporation

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

None known other than those recorded in the minutes supplied.

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

None known other than those recorded in the minutes supplied.

1.10

Assets and Liabilities of the Corporation

(a) Bank Account Name

Adelaide Strata Management Pty Ltd Trust Account 12758

(b) Bank Account Held At

MBL, Pirie Street Adelaide SA 5000

(c) Sinking Fund Balance

\$-53,336.89

(d) Administration Fund Balance

\$56,265.51

(e) Liabilities (excluding those above and as described in 1.2 herein)

Nil

2

Insurance Policies

For all insurance policies held by owners corporation see attached Certificate:



|   |   |
|---|---|
| 3 | <b>Documents Supplied</b>   |
|   | <ul style="list-style-type: none"> <li>(a) Minutes of General and Committee meetings of the Corporation for the last two (2) years.</li> <li>(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).</li> <li>(c) Statement of Accounts of the Corporation last prepared.</li> <li>(d) The Articles/By Laws now in force.</li> <li>(e) All current policies of insurance taken out by the Corporation.</li> </ul> |
| 4 | <b>Document Inspection</b>  |
|   | <p><b>The Corporations records are available for inspection at Adelaide Strata &amp; Community Management, 102 Greenhill Road, Unley on any working day between 10:00am and 4:00 pm. Please phone 8490 1300 to make an appointment. (NB: A fee of \$5.00 may be charged for an inspection)</b></p>  |

Statement Date      17 January 2024

Signed for and on behalf of      **Strata Corporation 12758 Inc**

By:  per  
**Judy Jackson**  
 Corporation Manager

Note: Conveyancers attention is drawn to the following:

- 1            The Act requires that:
  - 1.1          A unit holder must immediately notify the Corporation of:
    - (a) any change of ownership or address of the unit/lot owner.
    - (b) any change in the occupancy of the unit (eg Tenants).
 New owners name and address should be forwarded on the attached form.
  - 1.2          The Corporation may recover an unpaid contribution (and any interest on any such contribution) as a debt from the unit holder in respect of which the contribution is payable (whether or not that person was the unit holder when the liability arose) ie The new owner will have to pay any outstandings if you do not adjust them at settlement.
  - 1.3          This statement is issued on the basis that the payment by the unit holder by cheque or other instrument will be honoured at the first presentation. This statement does not take into account any decisions or transactions of the Corporation at or subsequent to the issue of this statement. (Check with us at settlement for up to date information).

Items marked with \*\*\*\* are for periods that are outside the current financial year. They may also be subject to ratification at the next General Meeting. \*Debit amounts for generated levies not yet due are not included in Amount Overdue.

Roll Details New Owner

After settlement please complete this form and send to:

Adelaide Strata & Community  
Management Pty Ltd  
1/102 Greenhill Road  
Unley SA 5061

Strata Corporation 12758 Inc

|              |          |             |                 |
|--------------|----------|-------------|-----------------|
| A/c Number   | 02100008 | Date Issued | 17 January 2024 |
| Lot Number   | 8        | Unit Number | 8               |
| Entitlements | 800      |             |                 |

|                                    |                |               |                     |
|------------------------------------|----------------|---------------|---------------------|
| Settlement Date                    | / /20          |               |                     |
| New Owners Full Name               |                |               |                     |
|                                    |                |               |                     |
|                                    |                |               |                     |
| Company Titles Only                | Place of Birth | Date of Birth |                     |
| ABN (if owner is a company)        |                |               |                     |
| Owners Residential Address         |                |               |                     |
|                                    |                |               |                     |
|                                    |                |               |                     |
| Address for General Correspondence |                |               |                     |
| (if different from above)          |                |               |                     |
|                                    |                |               |                     |
| Address for Levy Notice            |                |               |                     |
| (if different from above)          |                |               |                     |
|                                    |                |               |                     |
| Letting Agent Details              |                |               | Tel                 |
|                                    |                |               | Fax                 |
|                                    |                |               | Email               |
| Tenant Details                     |                |               | Tel                 |
|                                    |                |               | Fax                 |
|                                    |                |               | Email               |
| Owners Nominee Name and Address    |                |               |                     |
| (if owner is a company)            |                |               |                     |
|                                    |                |               |                     |
| Owner Contacts                     |                |               |                     |
| Home Tel                           |                | Fax           |                     |
| Work Tel                           |                | Email         |                     |
| Mobile                             |                |               |                     |
| Signed                             |                | Name          | Date ____/____/____ |
| Position                           |                | Address       |                     |

Thank you for keeping our records up to date.

## Strata Corporation 12758 Inc

ABN 43 740 012 924

### STATEMENT

Transfer Date:  
04/06/13

Mr R Cirocco & Ms F Crispin  
Adelaide Property Brokers  
140 Findon Rd  
Woodville SA 5011

#### Statement Period

01 Apr 22 to 17 Jan 24

|             |        |         |   |
|-------------|--------|---------|---|
| A/c No      | 8      | Lot No  | 8 |
| Page Number | 1 of 2 | Unit No | 8 |

Levy notice sent to different address

Last Certificate Issued: 26/03/13

| Date                         | Type                | Details              | Reference | Debit      | Credit                  | Balance     |
|------------------------------|---------------------|----------------------|-----------|------------|-------------------------|-------------|
| 01/04/22                     | Administrative Fund | Brought forward      | I0002095  |            | 520.00                  | -520.00     |
| 01/04/22                     | Sinking Fund        | 01/04/22 To 30/06/22 | I0002107  | 400.00     |                         | -120.00     |
| 12/05/22                     | Other               | 01/04/22 To 30/06/22 | M0000229  | 120.00     |                         | 0.00        |
| 13/05/22                     | Receipt             | Plumbing Maintenance | R0001269  | 381.70     |                         | 381.70      |
| 13/06/22                     | Administrative Fund | Other                | I0002119  |            | 381.70                  | 0.00        |
| 13/06/22                     | Sinking Fund        | 01/07/22 To 30/09/22 | I0002131  | 400.00     |                         | 400.00      |
| 15/06/22                     | Receipt             | 01/07/22 To 30/09/22 | R0001274  | 120.00     |                         | 520.00      |
| 15/06/22                     | Receipt             | Administrative Fund  | RA001274  |            | 400.00                  | 120.00      |
| 09/09/22                     | Administrative Fund | Sinking Fund         | I0002143  |            | 120.00                  | 0.00        |
| 09/09/22                     | Sinking Fund        | 01/10/22 To 31/12/22 | I0002155  | 400.00     |                         | 400.00      |
| 13/09/22                     | Receipt             | 01/10/22 To 31/12/22 | R0001292  | 120.00     |                         | 520.00      |
| 13/09/22                     | Receipt             | Administrative Fund  | RA001292  |            | 400.00                  | 120.00      |
| 09/12/22                     | Administrative Fund | Sinking Fund         | I0002167  |            | 120.00                  | 0.00        |
| 09/12/22                     | Sinking Fund        | 01/01/23 To 31/03/23 | I0002179  | 400.00     |                         | 400.00      |
| 15/12/22                     | Receipt             | 01/01/23 To 31/03/23 | R0001309  | 120.00     |                         | 520.00      |
| 15/12/22                     | Receipt             | Administrative Fund  | RA001309  |            | 400.00                  | 120.00      |
| 10/03/23                     | Administrative Fund | Sinking Fund         | I0002191  |            | 120.00                  | 0.00        |
| More details on next page... |                     |                      |           | \$2,861.70 | \$2,461.70              | \$400.00    |
| Over 90 Days                 | 90 Days             | 60 Days              | 30 Days   | Current    | <b>BALANCE DUE: Nil</b> |             |
| 0.00                         | 0.00                | 0.00                 | 0.00      | 0.00       | Date Paid               | Amount Paid |



Tel: 1300 552 311  
Ref: 1335 4920 2

Telephone: Call this number to pay by credit card using a land line or mobile phone. International +613 8648 0158



www.stratamax.com.au  
Ref: 1335 4920 2

Internet: Visit this website to make a secure credit card payment over the internet.



www.stratapay.com/ddr  
Ref: 1335 4920 2

Direct Debit: Make auto payments directly from your nominated bank account or credit card. Go to www.stratapay.com/ddr to register.

By using StrataPay payment options you are taken to have read and agreed to the User Terms & Conditions available at www.stratapay.com or by phoning 1300 135 610. Additional charges may apply.



Bill Code: 96503  
Ref: 245745930 1000 0000 086

BPay: Contact your participating financial institution to make a payment from your cheque or savings account.



In Person: Pay in-store at Australia Post by cheque or EFTPOS



Mail: Send this payment with your cheque to:  
DEFT, GPO Box 2174  
MELBOURNE VIC 3001

Make cheques payable to:  
Adelaide Strata Management  
Pty Ltd Trust Account 12758



Account Reference  
8/8 12758/1000000008  
Reference Name  
Mr R Cirocco & Ms F Crispin

StrataPay Reference No.

1335 4920 2

Due Date

Amount

\$0.00



**DEFT**  
PAYMENT SYSTEMS

DEFT Reference Number  
245745930 1000 0000 086

Managed by  
ADELAIDE STRATA MANAGEMENT P/L  
Account  
Adelaide Strata Management  
Pty Ltd Trust Account 12758



\*496 245745930 10000000086

+245745930

10000000086&lt;

3+

## Strata Corporation 12758 Inc

### STATEMENT

Mr R Cirocco & Ms F Crispin  
Adelaide Property Brokers  
140 Findon Rd  
Woodville SA 5011

Statement Period

01 Apr 22 to 17 Jan 24

A/c No 8 Lot No 8

Page Number 2 of 2

Levy notice sent to different address

| Date     | Type                 | Details              | Reference | Debit             | Credit            | Balance    |
|----------|----------------------|----------------------|-----------|-------------------|-------------------|------------|
|          |                      | Brought forward      |           | 2,861.70          | 2,461.70          | 400.00     |
| 10/03/23 | Sinking Fund         | 01/04/23 To 30/06/23 | I0002203  | 120.00            |                   | 520.00     |
| 16/03/23 | Receipt              | Administrative Fund  | R0001329  |                   | 400.00            | 120.00     |
| 16/03/23 | Receipt              | Sinking Fund         | RA001329  |                   | 120.00            | 0.00       |
| 13/06/23 | Administrative Fund  | 01/07/23 To 30/09/23 | I0002215  | 400.00            |                   | 400.00     |
| 13/06/23 | Sinking Fund         | 01/07/23 To 30/09/23 | I0002227  | 120.00            |                   | 520.00     |
| 15/06/23 | Receipt              | Administrative Fund  | R0001350  |                   | 400.00            | 120.00     |
| 15/06/23 | Receipt              | Sinking Fund         | RA001350  |                   | 120.00            | 0.00       |
| 28/06/23 | Sinking Fund Special | 30/07/23             | I0002239  | 2,080.00          |                   | 2,080.00   |
| 27/07/23 | Receipt              | Sinking Fund Special | R0001378  |                   | 2,080.00          | 0.00       |
| 11/09/23 | Administrative Fund  | 01/10/23 To 31/12/23 | I0002251  | 400.00            |                   | 400.00     |
| 11/09/23 | Sinking Fund         | 01/10/23 To 31/12/23 | I0002263  | 120.00            |                   | 520.00     |
| 14/09/23 | Receipt              | Administrative Fund  | R0001392  |                   | 400.00            | 120.00     |
| 14/09/23 | Receipt              | Sinking Fund         | RA001392  |                   | 120.00            | 0.00       |
| 09/10/23 | Sinking Fund Special | 30/10/23             | I0002275  | 2,080.00          |                   | 2,080.00   |
| 21/11/23 | Receipt              | Sinking Fund Special | R0001427  |                   | 2,080.00          | 0.00       |
| 11/12/23 | Administrative Fund  | 01/01/24 To 31/03/24 | I0002287  | 416.00            |                   | 416.00     |
| 11/12/23 | Sinking Fund         | 01/01/24 To 31/03/24 | I0002299  | 120.00            |                   | 536.00     |
| 14/12/23 | Receipt              | Administrative Fund  | R0001435  |                   | 416.00            | 120.00     |
| 14/12/23 | Receipt              | Sinking Fund         | RA001435  |                   | 120.00            | 0.00       |
|          |                      |                      |           | <b>\$8,717.70</b> | <b>\$8,717.70</b> | <b>Nil</b> |

# Strata Corporation 12758 Inc

40 Dauntsey Road Elizabeth North SA 5113

## BALANCE SHEET

AS AT 17 JANUARY 2024

|  | ACTUAL<br>17/01/2024      | ACTUAL<br>31/03/2023       |
|--|---------------------------|----------------------------|
| <b><u>OWNERS FUNDS</u></b>                   |                           |                            |
| Administrative Fund                          | 56,265.51                 | 34,926.59                  |
| Sinking Fund                                 | (53,336.89)               | (1,588.56)                 |
| <b><u>TOTAL</u></b>                          | <b><u>\$ 2,928.62</u></b> | <b><u>\$ 33,338.03</u></b> |
| <b><u>THESE FUNDS ARE REPRESENTED BY</u></b> |                           |                            |
| <b><u>CURRENT ASSETS</u></b>                 |                           |                            |
| Cash At Bank                                 | 2,572.25                  | 5,666.19                   |
| Investment Account 2                         | 522.50                    | 33,410.75                  |
| Levies In Arrears                            | 551.90                    | 0.00                       |
| <b><u>TOTAL ASSETS</u></b>                   | <b><u>3,646.65</u></b>    | <b><u>39,076.94</u></b>    |
| <b><u>LIABILITIES</u></b>                    |                           |                            |
| Unpaid Owners Arrears Fees                   | (77.00)                   | (77.00)                    |
| Levies In Advance                            | 795.03                    | 5,815.91                   |
| <b><u>TOTAL LIABILITIES</u></b>              | <b><u>718.03</u></b>      | <b><u>5,738.91</u></b>     |
| <b><u>NET ASSETS</u></b>                     | <b><u>\$ 2,928.62</u></b> | <b><u>\$ 33,338.03</u></b> |

# Strata Corporation 12758 Inc

40 Dauntsey Road Elizabeth North SA 5113

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 APRIL 2023 TO 17 JANUARY 2024

|   | ACTUAL<br>01/04/23-17/01/24 | BUDGET<br>01/04/23-31/03/24 | VARIANCE<br>% | ACTUAL<br>01/04/22-31/03/23 |
|---|-----------------------------|-----------------------------|---------------|-----------------------------|
| <b><u>ADMINISTRATIVE FUND</u></b>       |                             |                             |               |                             |
| <b><u>INCOME</u></b>                    |                             |                             |               |                             |
| Levies - Administrative Fund            | 20,200.00                   | 20,800.00                   | 97.12         | 20,000.00                   |
| Discount - Admin Fund                   | 0.00                        | 0.00                        | 0.00          | (0.01)                      |
| Bank Interest                           | 1,111.75                    | 0.00                        |               | 409.59                      |
| Interest On Overdue Levies              | 7.33                        | 0.00                        |               | 13.16                       |
| Transfer From Admin To Sinking          | 0.00                        | (22,000.00)                 | 0.00          | 0.00                        |
| <b><u>TOTAL ADMIN. FUND INCOME</u></b>  | <b>21,319.08</b>            | <b>(1,200.00)</b>           |               | <b>20,422.74</b>            |
| <b><u>EXPENDITURE - ADMIN. FUND</u></b> |                             |                             |               |                             |
| <b><u>MANAGEMENT CHARGES</u></b>        |                             |                             |               |                             |
| Account Management Fee                  | 164.12                      | 197.00                      | 83.31         | 196.80                      |
| Bank Charges                            | 5.73                        | 10.00                       | 57.30         | 7.32                        |
| Income Tax Return Preparation           | 205.00                      | 205.00                      | 100.00        | 205.00                      |
| Management Fees                         | 2,222.25                    | 2,689.00                    | 82.64         | 2,528.70                    |
| <b><u>INSURANCE EXPENSE</u></b>         |                             |                             |               |                             |
| Insurance Premium                       | 8,182.01                    | 7,475.00                    | 109.46        | 5,993.08                    |
| Insurance Stamp Duty                    | 0.00                        | 0.00                        | 0.00          | 533.77                      |
| <b><u>EQUIPMENT</u></b>                 |                             |                             |               |                             |
| <b><u>INSURANCE RECOVERY</u></b>        |                             |                             |               |                             |
| Insurance Recovery-Other                | (17,710.00)                 | 0.00                        | 0.00          | 0.00                        |
| <b><u>REPAIRS &amp; MAINTENANCE</u></b> |                             |                             |               |                             |
| Building Maintenance                    | 0.00                        | 1,500.00                    | 0.00          | 0.00                        |
| Building Repairs                        | 0.00                        | 0.00                        | 0.00          | 930.00                      |
| Common Lighting                         | 0.00                        | 0.00                        | 0.00          | 890.00                      |
| Consultancy Services                    | 440.00                      | 350.00                      | 125.71        | 0.00                        |
| Garden / Lawn                           | 815.00                      | 2,000.00                    | 40.75         | 2,550.40                    |
| Grounds Maintenance                     | 560.00                      | 0.00                        |               | 0.00                        |
| Gutter And Stormwater Maintena          | 242.00                      | 1,500.00                    | 16.13         | 847.00                      |
| Pest Control                            | 2,149.62                    | 2,000.00                    | 107.48        | 2,089.79                    |
| Plumbing Maintenance                    | 0.00                        | 1,500.00                    | 0.00          | 0.00                        |
| Sewer & Drainage Works                  | 0.00                        | 0.00                        | 0.00          | 726.00                      |
| <b><u>RECOVERABLE EXPENSE</u></b>       |                             |                             |               |                             |
| Reimbursement                           | 500.00                      | 0.00                        |               | 202.90                      |
| <b><u>SERVICES</u></b>                  |                             |                             |               |                             |

Strata Corporation 12758 Inc

40 Dauntsey Road Elizabeth North SA 5113

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 APRIL 2023 TO 17 JANUARY 2024

|   | ACTUAL                     | BUDGET                       | VARIANCE | ACTUAL                     |
|---|----------------------------|------------------------------|----------|----------------------------|
|   | 01/04/23-17/01/24          | 01/04/23-31/03/24            | %        | 01/04/22-31/03/23          |
| Audit                                     | 174.00                     | 174.00                       | 100.00   | 174.00                     |
| Archive/Data Storage                      | 42.00                      | 50.00                        | 84.00    | 50.40                      |
| Disbursements                             | 708.18                     | 862.80                       | 82.08    | 823.00                     |
| Electrical Power Usage                    | 272.75                     | 350.00                       | 77.93    | 295.21                     |
| Meeting Fees                              | 632.50                     | 253.00                       | 250.00   | 379.50                     |
| Valuation                                 | 375.00                     | 0.00                         |          | 0.00                       |
| <b>TOTAL ADMIN. EXPENDITURE</b>           | <b>(19.84)</b>             | <b>21,115.80</b>             |          | <b>19,422.87</b>           |
| <b><u>SURPLUS / DEFICIT</u></b>           | <b><u>\$ 21,338.92</u></b> | <b><u>\$ (22,315.80)</u></b> |          | <b><u>\$ 999.87</u></b>    |
| Opening Admin. Balance                    | 34,926.59                  | 34,926.59                    | 100.00   | 33,926.72                  |
| <b><u>ADMINISTRATIVE FUND BALANCE</u></b> | <b><u>\$ 56,265.51</u></b> | <b><u>\$ 12,610.79</u></b>   |          | <b><u>\$ 34,926.59</u></b> |



# Strata Corporation 12758 Inc

40 Dauntsey Road Elizabeth North SA 5113

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 APRIL 2023 TO 17 JANUARY 2024

|  | ACTUAL<br>01/04/23-17/01/24  | BUDGET<br>01/04/23-31/03/24 | VARIANCE<br>% | ACTUAL<br>01/04/22-31/03/23 |
|--|------------------------------|-----------------------------|---------------|-----------------------------|
| <b><u>SINKING FUND</u></b>                 |                              |                             |               |                             |
| <b><u>INCOME</u></b>                       |                              |                             |               |                             |
| Levies - Sinking Fund                      | 6,000.00                     | 6,000.00                    | 100.00        | 6,000.00                    |
| Special Sinking Fund Levy                  | 52,000.00                    | 0.00                        |               | 0.00                        |
| Transfer From Admin To Sinking             | 0.00                         | 22,000.00                   | 0.00          | 0.00                        |
| <b><u>TOTAL SINKING FUND INCOME</u></b>    | <b>58,000.00</b>             | <b>28,000.00</b>            |               | <b>6,000.00</b>             |
| <b><u>EXPENDITURE - SINKING FUND</u></b>   |                              |                             |               |                             |
| <b><u>REPAIRS &amp; MAINTENANCE</u></b>    |                              |                             |               |                             |
| Building Repairs                           | 109,748.33                   | 0.00                        |               | 0.00                        |
| Painting                                   | 0.00                         | 18,000.00                   | 0.00          | 0.00                        |
| <b><u>SERVICES</u></b>                     |                              |                             |               |                             |
| Building Report                            | 0.00                         | 0.00                        | 0.00          | 650.00                      |
| <b><u>TOTAL SINK. FUND EXPENDITURE</u></b> | <b>109,748.33</b>            | <b>18,000.00</b>            |               | <b>650.00</b>               |
| <b><u>SURPLUS / DEFICIT</u></b>            | <b><u>\$ (51,748.33)</u></b> | <b><u>\$ 10,000.00</u></b>  |               | <b><u>\$ 5,350.00</u></b>   |
| Opening Sinking Fund Balance               | (1,588.56)                   | (1,588.56)                  | 100.00        | (6,938.56)                  |
| <b><u>SINKING FUND BALANCE</u></b>         | <b><u>\$ (53,336.89)</u></b> | <b><u>\$ 8,411.44</u></b>   |               | <b><u>\$ (1,588.56)</u></b> |

Strata Corporation 12758 Inc

40 Dauntsey Road  
Elizabeth North SA 5113

LOT BALANCE REPORT

17 January 2024

| <u>Lot No</u> | <u>Unit No</u> | <u>Administrative Fund</u> | <u>Sinking Fund</u> | <u>Other</u> | <u>Total</u> |
|---------------|----------------|----------------------------|---------------------|--------------|--------------|
| 3             | 3              | -91.37                     | 0.00                | 0.00         | -91.37       |
| 4             | 4              | -250.96                    | 0.00                | 0.00         | -250.96      |
| 5             | 5              | 0.00                       | 15.90               | 0.00         | 15.90        |
| 7             | 7              | -452.70                    | 0.00                | 0.00         | -452.70      |
| 9             | 9              | 416.00                     | 120.00              | 0.00         | 536.00       |
| Total         |                | (\$379.03)                 | \$135.90            | \$0.00       | (\$243.13)   |



Level 13, 431 King William Street  
Adelaide SA 5000

## Certificate of Currency

### CHU Residential Strata Insurance Plan

|                            |  |
|----------------------------|--|
| <b>Policy No</b>           | <b>HU0006047158</b>                      |
| <b>Policy Wording</b>      | CHU RESIDENTIAL STRATA INSURANCE PLAN    |
| <b>Period of Insurance</b> | 15/06/2023 to 15/06/2024 at 4:00pm       |
| <b>The Insured</b>         | STRATA CORPORATION NO. 12758 INC.        |
| <b>Situation</b>           | 40 DAUNTSEY ROAD ELIZABETH NORTH SA 5113 |

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#### Policies Selected

##### Policy 1 – Insured Property

Building: \$4,542,300

Common Area Contents: \$45,423

Loss of Rent & Temporary Accommodation (total payable): \$681,345

##### Policy 2 – Liability to Others

Sum Insured: \$20,000,000

##### Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

##### Policy 4 – Workers Compensation

Not Available

##### Policy 5 – Fidelity Guarantee

Sum Insured: \$100,000

##### Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$100,000

##### Policy 7 – Machinery Breakdown

Not Selected

##### Policy 8 – Catastrophe Insurance

Sum Insured: \$681,345

Extended Cover - Loss of Rent & Temporary Accommodation: \$102,201

Escalation in Cost of Temporary Accommodation: \$34,067

Cost of Removal, Storage and Evacuation: \$34,067

##### Policy 9 – 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

**Policy 10 – Lot owners' fixtures and improvements (per lot)**

Sum Insured: \$250,000

**Flood Cover is included.**

Date Printed

15/06/2023

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

## MINUTES OF THE ANNUAL GENERAL MEETING CORPORATION 12758 INC.

40 Dauntsey Road, Elizabeth North, SA, 5113

**DATE :-** 1 June 2023 At 06:00 PM

**LOCATION :-** Teleconference & Teams only.

### **PRESENT & PRE VOTES:**

|        |   |                               |
|--------|---|-------------------------------|
| Lot 1  | Kelly Louise & Paul Andrew Ashby                        | Owner not present (pre-voted) |
| Lot 2  | Mr M Staffin  | Owner present                 |
| Lot 5  | Adm & L Brown Superannuation Pty Ltd                    | Owner present                 |
| Lot 6  | NT Management Pty Ltd                                   | Owner present                 |
| Lot 9  | Sarah Katherine McDonald                                | Owner present                 |
| Lot 10 | Modeste Hatungimana as trustee for Modeste Family Trust | Owner present (pre-voted)     |
| Lot 11 | Darren Robert Mickan & Katrina Dawn Mickan              | Owner present                 |
| Lot 12 | Darren Robert Mickan & Katrina Dawn Mickan              | Owner present                 |

**PROXIES :-**  
Nil

**IN ATTENDANCE :-**  
Judy Jackson representing ASCM

**APOLOGIES :-**  
Nil

### **QUORUM :-**

A Quorum was declared as there were 8 out of a possible 12 **financial** Lots represented.

### 1. Attendance, Proxies, Quorum & Chairperson

No business can be transacted at a General Meeting unless a quorum is present

The Corporation may determine that the manager assists the corporation in the conduct of the meeting.

#### **Important Notice**

*In accordance with the Strata Titles Act 1988, except where a unanimous resolution is required, a vote is not exercisable in relation to a unit unless all amounts due and payable to the strata corporation in respect of the unit have been paid.*

### 2. Minutes of the Previous General Meeting

It was resolved that The Minutes of the General Meeting held on 18 May 2022, be accepted as a true and accurate record.

Votes for: 7

Votes against: 0

Abstained; 1  
**Motion CARRIED.**

### 3. Financial Statement

It was resolved that The Financial Statement as circulated to Owners for the period 1st of April 2022 to 31st of March 2023 be accepted and adopted as tabled.

Votes for: 7

Votes against: 0

Abstained; 1  
**Motion CARRIED.**

### 4. Appointments

#### 4.1. Appointment of Body Corporate Manager

**Management Agreement & pamphlet is available for inspection during normal business hours.**

- To resolve that: Adelaide Strata & Community Management be appointed as Body Corporate Managers of the Corporation for the next twelve months for a fee of **\$2,689.00** (inclusive of GST). The Body Corporate Management and Corporation responsibilities are in accordance with the Management Agreement. The Presiding Officer (Or another Office Bearer) is authorised to sign the Management Agreement on behalf of the Corporation.

Votes for: 8

Votes against: 0

Abstained; 0  
**Motion CARRIED.**

#### 4.2. Appointment of Office Bearers

Presiding Officer, Secretary & Treasurer (Strata Titles Act, Section 35)

#### 4.3. Appointment of Management Committee

- Nominations to be called for at the meeting.

The following appointments were made for the coming year:

- Presiding Officer; Christine Moyle
- Secretary; Sarah McDonald
- Treasurer; Alex Brown

#### **Management Committee**

It was resolved that a Management Committee consist of the Office Bearers.

#### 4.4. Appointment of Auditor

It was resolved that The Corporation appoint Kelly+Partners Chartered Accountants, as the Auditors of the Corporation.

Votes for: 8

Votes against: 0

Abstained; 0  
**Motion CARRIED.**

## 5. Review of Insurance Policies

### 5.1. Insurance Valuation

- Last done; 18 Aug 2021 and assessment at \$4,200,000.00.
- It was resolved that The Body Corporate Manager will arrange for an Insurance Valuation for the Corporation where there has not been an insurance valuation carried out in the last 5 years, or on direction of the Management Committee or Office Bearers, and that the building sum insured shall be at the value set by the Valuer.

Votes for: 8

Votes against; 0

Abstained; 0

**Motion CARRIED.**

It was resolved that a valuation is to be carried out.

### 5.2. Current Insurance details - Common Property & Lots

| Policy Number             | Underwriter | Current To  | Risk Type          | Coverage Amount |
|---------------------------|-------------|-------------|--------------------|-----------------|
| HU0006047158              | CHU         | 15 Jun 2023 | BUILDING           | \$4,326,000.00  |
|                           |             |             | PUBLIC LIABILITY   | \$20,000,000.00 |
|                           |             |             | OFFICE BEARERS     | \$100,000.00    |
|                           |             |             | CATASTROPHE        | \$648,900.00    |
|                           |             |             | VOLUNTARY WORKERS  | \$200,000.00    |
|                           |             |             | FIDELITY GUARANTEE | \$100,000.00    |
|                           |             |             | LOSS OF RENT       | \$648,900.00    |
|                           |             |             | COMMON CONTENTS    | \$43,260.00     |
| TOTAL PREMIUM: \$5,993.08 |             |             |                    |                 |

The manager advises that Adelaide Strata and Community Management obtain a commission from the underwriter of up to 20% of the Base Premium for placement of insurance, when through the Manager.

### 5.3. Insurance Renewal Directions

It was resolved that The Body Corporate Manager is authorised to renew the current insurance policy, subject to any Valuation resolved for limits of cover, and any directions from the Office Bearers for Quotes for insurance cover presented.

Votes for: 8

Votes against; 0

Abstained; 0

**Motion CARRIED.**

It was agreed to continue with CHU.

## 6. Common Property Maintenance

To resolve any works that may be required over the next 1 to 5 years.

### Gutter Cleaning

It was agreed that the Corporation will not have a clean done this year due to new gutters going on, unless instructed by the Management Committee.

### Pest Control

It was resolved that the Corporation continue with the annual termite inspection which will be carried out in July/August annually. It was further resolved to continue with monitoring the baiting system to Unit 7.

All unit owners will be required to provide access to their unit if applicable Tenants should be advised by the owner.

### Special Note:

*It was resolved that any additional costs incurred by the Corporation and or the Body Corporate Manager as a result of an Owner who fails to arrange access to their property will be recovered from the relevant unit owner. This includes but is not limited to repair of property damage, appointment fees, administrative charges etc.*

### Garden Maintenance

It was agreed that the Corporation continues with the services Glenn's Home Maintenance for the garden maintenance at the property on a 6 weekly basis noting the Management Committee are approved to review this from time to time and advise the Body Corporate Manager of any changes resolved.

### Urgent Roofing Repairs

Owners present agreed that a workorder be sent for these works to Reliable Roofing. Works are to include:

*Remove and replace Broken tiles that have the potential to leak. (Excluding small chips less than 60mm) Monier Centurions. Estimated at 25 tiles per unit x 12 units, efforts will be made to match the colour of the current tiles, but they are not always accessible, if colours cannot be matched, then Committee will arrange to swap a patch from an inconspicuous area to hide dissimilar colours. Tile allocations will be set out in the quote, once the tiles have been used, options to purchase additional tiles at \$15 ex GST each \$4,500.00 will be discussed.*

### Two Units - Replace Skylight Dome

Owners present agreed that a workorder be sent for these works to Reliable Roofing. Works are to include:

*Remove old covers. Inspect flashings and any relevant BIP foam seals. Supply and install new cover dome, ensure all new fasteners are sealed with a neoprene rubber seal.*

*Remove all waste and dispose of accordingly \$900.00. Clean and maintain a safe site throughout the project, all rubbish will be removed daily, and a thorough cleaning will be conducted at the end. Dispose of all rubbish accordingly, Price includes dump fees and any applicable environmental levies.*

**Total cost of the above**

**\$5,900 inc GST**

### Essential Roofing Repairs

Owners present agreed that a workorder be sent for these works to Reliable Roofing. Works are to include:

#### Ridge Capping Repairs

- Re-bed Ridge caps where required (approximately 5-10 per unit)
- Repoint all ridge caps in Flexi-point, a flexible pointing agent that allows for future movement through the warmer months without cracking.
- Reset any loose tiles in the valley
- Inspect all lead flashings and reseal as required. \$13,094.40
- The second storey work will require extra safety requirements due to steep, slippery, or dangerous access. The use of harnesses, handrails, scaffold or EWP has been included in this price. \$600.00



- Clean and maintain a safe site throughout the project, all rubbish will be removed daily, and a thorough clean will be conducted at the end. Dispose of all rubbish accordingly, Price includes Dump fees and any applicable Environmental levies.

**Total cost of the above**

**\$14,113.84 inc GST**

### **Gutter Replacement**

A complete gutter replacement will take place later in the year when funds are raised.

Works are to include the following:

- Remove all existing accessible guttering\* and dispose of it, accordingly, clean up all debris (leaf matter), wipe facias clean and inspect for any corrosion or rot.
- Supply and install new Colourbond 125 Ogee guttering to all units (cottage green colour), ensuring correct fall is applied, and water flows correctly towards the downpipes. Seal all joins and install new supporting brackets.
- Supply And install new PVC Downpipes where required (replacing any Colourbond down pipes and 75x100 downpipes with PVC) and plumb to existing stormwater/rainwater tanks/ground level Gutters will be installed with new brackets, clips, pops, rivets and cast corners.
- Box gutters between units will be treated with a Metal and Galv primer and coated in a heavy-duty exterior waterproofing membrane in any areas containing corrosion. This is to extend the life of the box guttering without the need for replacing.
- Supply scaffolding to 2-storey units, approx. 900mm below the gutter line with a double handrail which will act as a safety barrier when working on the roof. Scaffold hire is for 4 weeks from the installation date and will be charged an extra \$500/week inc GST thereafter. This is a quoted price from our scaffolder and is subject to change.
- Clean and maintain a safe site throughout the project, all rubbish will be removed daily, and a thorough clean will be conducted at the end. Dispose of all rubbish accordingly, Price includes Dump fees and any applicable Environmental levies. \*This quote does not include any timber repairs that may arise during the dismantling phase of the job. However, Unit 7/2 Tilthead requires some minor timber repairs to the Dutch gable before the painting stage. This is included in the price.

**Total cost of the above**

**\$59,812.50 inc GST**

### **Exterior Painting – all units**

It was agreed that these works will be carried out when money is raised.

8 x ground-level units. each unit \$2000. Dutch Gabel' fascia 'eaves. Fixing any cracks and patching and good sanding. Will paint 2 topcoats with any colour you are choosing. Total amount \$ 16000 and + 4 2-storey units each unit \$2500. Dutch Gabel 'fascia 'eaves. Fixing all the cracks. And patching and sanding very well. Will going to paint two topcoats. With any colour, you are choosing. Total amount \$10000.

**Total cost of the above**

**\$26,000 inc GST**

**The total cost of proposed above works**

**\$105,826.34 inc GST**

### **Special Levy**

It was agreed that a Special Levy is to be raised to cover the shortfall for the above works.

See item 8 Budget & Levies.

### **Fencing**

It was agreed this matter is to be discussed at the 2024 AGM.

**A message from Committee member Alex Brown:**

*I am awaiting a quote for 'gutter guard' for all gutters, from my initial investigations, I believe this will come under \$10,000 for the whole complex. This will pay for itself over time as the annual gutter cleaning needs will somewhat diminish.*

*The Committee would expect the sinking fund to be utilised but would like to leave a balance of \$10,000 to fund unexpected expenses. The Corporation are expecting approx. \$17,000 from insurance claim proceeds.*

*At the AGM, we require approval for \$120,000 of capital works, this provides a small buffer in the event of discovering unexpected surprises.*

*It is requested ASCM write to unit 10 requesting repairs be made to the leaking evaporative air-conditioner as it causes damage to the guttering, also additional water usage. All owners please note that any damage caused to common property by an installation i.e., air conditioner, pergola, the cost will be at the responsibility of the unit owner to repair.*

**7. Statement of Non-Recurrent Expenditure (Sinking Fund Analysis)**

Review & adjustments: roof repairs and gutter replacement 2023/2024 financial year.

**8. Budget and Levies**

**8.1. Quarterly Levies**

It was resolved that The Corporation Administration Levy and the Sinking Fund Levy be set in accordance with the proposed budget, raising a total of \$20,800.00 in the Administrative Fund & a total of \$6,000.00 in the Sinking Fund. Levies are to be paid quarterly in advance. The levy rates are to apply until changed by resolution at a future general meeting.

Votes for: 8

Votes against; 0

Abstained; 0

**Motion CARRIED.**

**Special Levy**

Motion tabled: It was resolved to raise \$52k via Lot entitlement over 2 payments due by 30/7/2023 and second payment due 30/10/2023.

**Motioned by: Alex Brown**

**Seconded by: Darren Mickan**

**8.2. Shortfall of Funds**

- Where the Corporation has insufficient funds to meet its recurrent expenditure the Body Corporate Manager is authorised to convene an Extraordinary General Meeting to determine that the corporation makes arrangements to raise the necessary funds. Only a general meeting can authorise the collection of funds additional to the fees resolved at this meeting.

**9. Approval Requests for Prescribed Works**

**9.1. Unit Owner Installation - Unit 3 Pergola**

Motion tabled: STRATA CORPORATION 12758 Inc. approve by Special Resolution, that Unit 3 are granted approval to install a pergola rear of unit. The colour palate is to remain consistent with Corporation colours. Ongoing maintenance will be the responsibility of the Unit Owner. Any damage which may occur to the Strata common property because of this installation will be the responsibility of the Owner. The Owner will be responsible to remove the pergola if a contractor needs access to the common property. Council approval is to be supplied and sent to the Committee prior to the works commencing.

Votes for: 8

Votes against; 0

Abstained; 0

**Motion CARRIED.**

## 10. Approvals and Policies

### 10.1. Review of Previous Policies

Review of previously adopted policies of the Corporation for 'Disbursement Directions', 'Community Directory', 'Contact Details', 'Financial Charges', 'Levy Arrears', 'Notices to Owners', and 'Maintenance Policy'.

### 10.2. Articles for the Corporation

Motion tabled: STRATA CORPORATION 12758 Inc. approve by Special Resolution to adopt a set of Articles for the Corporation.

Votes for: 2

Votes against: 6

Abstained: 0

**Motion DEFEATED.**

## 11. General Business

### General Business

Unit 10 has a leaking air conditioner (owner responsibility) when turned on. The Committee would like this resolved before the expense of the roof renovations start. Alex Brown recommends Doctor Refrigeration Electrical Ph 0404 375 431 as being a reliable contractor, however it is up to an owner who they have attend.

### Rats

It was discussed that there are rodents around the Corporation. Committee Member Sarah McDonald will purchase bait from Bunnings to attend to this. Sarah will be reimbursed by the Manager upon the production of a receipt.

### Pet Approval – Large Dogs

The matter of keeping large dogs at the Corporation was raised. It was agreed that going forward any unit owner is to seek approval from the Corporation to be able to keep a large dog at the Corporation. It is noted that Unit 8 are to seek approval for the keeping of a large dog being kept at the unit. As with all owners, and any dogs whether large, medium or small, conditions are attached to a pet approval e.g., barking which is causing a disturbance to the peaceful enjoyment of other residents. If approval is granted the Corporation reserve the right to ask that an animal be removed/rehomed if it is causing disruption, however the owner must have to opportunity to take action to have the barking resolved first – i.e., barking collar and or training.

## 12. Venue, Date and Time of the Next Meeting

The next general meeting will be scheduled for a similar time, date and venue as the current meeting in approximately 12 months.

Any suggested change to this arrangement should be discussed at the meeting.

## 13. Meeting Closure

The meeting closed at 08:13 PM.

# MINUTES OF THE ANNUAL GENERAL MEETING

## STRATA CORPORATION 12758 INC.

### 40 Dauntsey Road, Elizabeth North SA 5113

**DATE :-** **Wednesday 18 May 2022** at **6.00 PM**

**LOCATION :-** via Teleconference Call

#### 1. **PRESENT (In-person and/or via Teleconference call):-**

|  |                         |
|--|-------------------------|
| M Staffin (U2)   | Ms Christine Moyle (U4) |
| Adm & L Brown Superannuation represented by Mr Alex Brown (U5) |                         |
| NT Management P/L represented by Alex Brown (U6)               | Mrs M Laws (U7)         |
| Ms Sarah McDonald (U9)   |                         |
| Modeste Hatungimana as Trustee for Modeste Family Trust (U10)  |                         |
| D & K Mickan (Units 11 & 12)                                   |                         |

#### • **Present via Absentee StrataVote :-**

|   |  |
|---|--|
| Mr Robert Cirocco & Ms Fiona Crispin (U8) |  |
|---|--|

#### • **In Attendance :-**

Adrian Roach representing Adelaide Strata & Community Management.

#### • **Quorum :-**

A Quorum was declared as there were 10 out of a possible 12 units represented.

#### • **Meeting Assistance**

It was agreed that the Body Corporate Manager would assist the Presiding Officer in the conduct of the meeting and the Secretary by recording the minutes.

#### 2. **MINUTES OF THE PREVIOUS GENERAL MEETING**

Motion tabled: The Minutes of the General Meeting held on 19/05/2021 be accepted as a true and accurate record.

**Motion Carried**

#### 3. **FINANCIAL STATEMENT**

Motion tabled: The Financial Statement as circulated to owners for the period 01/04/2021 to 31/03/2022 be accepted and adopted as tabled.

The financial statement indicated the following:

|                            | <b>Income</b> | <b>Expenses</b>     | <b>Surplus / Deficit</b> | <b>Equity</b>       |
|----------------------------|---------------|---------------------|--------------------------|---------------------|
| <b>Administration Fund</b> | \$ 19,682.05  | <b>\$ -2,303.07</b> | \$ 21,985.12             | <b>\$ 33,926.72</b> |
| <b>Sinking Fund</b>        | \$ 6,000.00   | \$ 7,256.45         | <b>\$ -1,256.45</b>      | <b>\$ -6,938.56</b> |

**Motion Carried**

#### 4. **APPOINTMENTS**

##### 4.1. **Body Corporate Managers**

The Proposed Management Agreement was tabled for inspection and motion presented:

Motion tabled: Adelaide Strata & Community Management be appointed as Body Corporate Managers of the Corporation for the next twelve months for a fee of **\$ 2,537.00** (inclusive of GST). The Body Corporate Management and Corporation responsibilities are in accordance with the Management Agreement. The Presiding Officer (Or another Office Bearer) is authorised to sign the Management Agreement on behalf of the Corporation.

Votes for; 9      Votes against; 1      Abstained;      **Motion Carried**

#### 4.2. Office Bearers

Thanks conveyed to Christine for 2021-2022

The following appointments were made for the coming year:

- Presiding Officer; Christine Moyle
- Secretary; Sarah McDonald
- Treasurer; Alex Brown

#### 4.3. Management Committee

It was resolved that a Management Committee consist of the Office Bearers.

#### 4.4. Appointment of Auditor

The Corporation appoint Kelly+Partners Chartered Accountants, as the Auditors of the Corporation.

**Motion Carried**

### 5. REVIEW OF INSURANCE POLICIES

The Body Corporate Manager advised the meeting that Adelaide Strata & Community Management is an Authorised Representative on behalf of BCB Strata Insurance Brokers and explained that the Strata Corporation is required to provide clear instructions to the Body Corporate Manager for the renewal of the insurance.

A Strata Corporation must keep all buildings and building improvements on the site insured to their full replacement value.

The replacement value of buildings and building improvements is the cost of their complete replacement including the cost of any necessary preliminary demolition work, any necessary surveying, architectural or engineering work and any other associated or incidental costs.

It is advised that the Corporation obtain regular insurance valuations to confirm that the insurance cover is sufficient to comply with the requirements of the Strata Titles Act.

#### 5.1. Insurance Valuation

The Manager noted and advised of a date error on the Agenda.

The Body Corporate Manager advised that the Corporation last arranged for an insurance valuation in August 2021 and that the replacement value was assessed then at \$ 4,200,000.00

Motion tabled: The Body Corporate Manager will arrange for an insurance valuation for the Corporation where there has not been an insurance valuation carried out in the last 5 years, or on direction of the Management Committee or Office Bearers, and that the building sum insured shall be at the value set by the Valuer.

**Motion Carried**

As the last insurance valuation was prepared within the last 5 years the Management Committee will determine if a fresh valuation is required prior to the next Annual General Meeting.

#### 5.2. Current Insurance Details

The Body Corporate Manager tabled a copy of the Corporation's current policy.

The Body Corporate Manager noted that the public liability cover on the Corporation's policy applies to the Common Property of the Corporation, therefore owners are advised to consult with their broker or insurer providing landlords or contents insurance for the unit and subsidiaries, to ensure that appropriate public liability cover requirements are arranged.

- Current Cover Through: CHU through Insurance Advisernet

#### 5.3. Insurance Renewal Directions – Due 15/06/2022

Motion tabled: The Body Corporate Manager is authorised to renew the current insurance policy, subject to any valuation resolved for limits of cover, and any directions from the Office Bearers for Quotes for insurance cover presented.

The Body Corporate Manager is to arrange insurance for the following limits of cover:

|                            |               |
|----------------------------|---------------|
| • Building Sum Insured     | \$ 4,200,000  |
| • Legal Liability          | \$ 20,000,000 |
| • Office Bearers Liability | \$ 100,000    |
| • Fidelity Cover           | \$ 100,000    |
| • Common Contents          | \$ 42,000     |
| • Catastrophe Cover        | \$ 630,000    |

**Motion Carried**

As the Corporation has elected to place insurance cover through a broker or insurer other than BCB Strata Insurance Brokers please refer to our Management Agreement, Schedule 1.2. NB; work undertaken by the manager in renewing cover or in submitting and following up claims will be subject to an additional charge. The broker or insurer will be responsible for provision of Financial Services Guides and Product Disclosure Statements.

#### • **Standing Direction**

To ensure that the Body Corporate continues to have insurance that meets the requirements of the Strata Titles Act, it was agreed that the Corporation grant a Standing Direction to Adelaide Strata & Community Management to automatically renew the Body Corporate insurance policies up to 7 days before maturity each year at the limits of cover held by the Body Corporate or as determined by a meeting of the Corporation.

The Body Corporate Manager is authorised to renew the Corporation insurance policy in accordance with the recommendations of the Brokers.

## 6. **PROPERTY MAINTENANCE**

### **Gutter Cleaning**

It was agreed that the Corporation engage All Type Property Maintenance for annual gutter cleaning to be carried out at the Corporation in April noting the cleaning for 2022 has not been completed at the time of this meeting.

### **Pest Control**

It was resolved that the Corporation continue with the annual termite inspection which will be carried out in July/August annually. It was further resolved to continue with monitoring the baiting system to Unit 7.

All unit owners will be required to provide access to their unit, if applicable Tenants should be advised by the owner.

#### *Special Note:*

*It was resolved that any additional costs incurred by the Corporation and or the Body Corporate Manager as a result of an Owner who fails to arrange access to their property will be recovered from the relevant unit owner. This includes but is not limited to repair of property damage, appointment fees, administrative charges etc.*

### **Garden Maintenance**

It was agreed that the Corporation continues with the services Glenn's Home Maintenance for the garden maintenance at the property on a 6 weekly basis noting the Management Committee approved to review for two to three hours and 4 weekly attendances and advise the Body Corporate Manager for any changes resolved.

### **Common Lighting Upgrade to LED**

The Manager tabled a quote from BMS Electrical (quote number 8301 for \$890.00) for upgrading of common lighting to LED. After discussion, it was resolved that the Manager obtain a second quote and then forward to the Management Committee for consideration and directions.

### **Building Report – Lead Construct**

- It was agreed for the Manager to send out Lead Construct's report to all Owners ASAP

The Lead Construct building report was tabled for discussion, scope of the repairs noted for each Unit, and an action plan to prioritize more urgent works followed by a plan for non-urgent repairs over the next 5 years.



It was agreed for the Body Corporate Manager to obtain three quotes based on Lead Construct's report and for each quote to be itemised by Unit and also by scope of works. It was further agreed for Lead Construct to put forward a quote for consideration.

Some discussion ensued regarding funding requirements and prioritising repairs to minimise the financial burden for Owners.

- **Roof tiles and guttering – Priority ONE**

It was agreed for guttering repairs and roof tiling and ridge-capping repairs to be undertaken ASAP noting some units already have failed guttering. It was agreed for the Management Committee to decide and prioritize repairs for specific units understanding the most severely impacted units being first.

It was noted that Unit 10 air conditioner has been leaking and exacerbated rusting and damage to guttering and downpipe. Unit 10 Owner agreed to check and repair the air-conditioner ASAP, and prior to replacements of any gutters and downpipes to Unit 10 being undertaken.

- **Fascia and timber – Priority TWO**

It was agreed that general timber repairs (Fascia, barge boards etc) need to be undertaken prior to painting, but not left unpainted to protect the repairs. Some discussion ensued noting that there may be a necessity for some timber repairs behind guttering being replaced and painted to enable guttering repairs, and that the Management Committee is responsible to determine any secondary priorities for specific Units.

- **Painting Maintenance (including repairs to Units 1 to 4) - Priority Three**

It was noted that the Corporation had previously engaged Snyders Painting Service for painting works of Units 1 to 4 in 2019 (\$20,372).

It was agreed to obtain a fresh quote from Programmed Property Maintenance (PPM) for painting of units 5,6,7,8,9,10,11,12 noting the quote dated July 2021 was \$24,913.

It was further agreed for one of the Committee members, either Alex or Sarah, to meet with the contractor onsite to discuss the scope of works. The manager noted that PPM do also have an option for a payment plan.

Once a fresh quote is available, the Management Committee will decide how to proceed, subject to funding and pre-painting general repairs having been completed.

- **Fences and Gates – Priority FOUR**

It was agreed that timber picket, metal fencing and gate repairs are a low priority and to be reviewed at the next AGM for further consideration, quoting and prioritising of repairs.

#### **Unit 1 – Palm tree**

Concern was raised regarding a Palm Tree in the rear yard subsidiary of Unit 1 that needs to be removed as its shedding leaves and berries and a general nuisance to the common property and driveway. It was resolved that the Body Corporate Manager write to the Owner to request removal of the tree before it becomes too large and causes damages to the common property.

#### **Unit 12 – Tree Removed**

It was noted that the new Owners of Unit 12 had removed a tree in the yard subsidiary that had been causing cracking to the perimeter path of the unit and is now only a stump. Some concern was also noted that the main water pipe servicing the Strata Is In this vicinity, and that there may also be a concealed water leak.

Unit 12 owner's noted they were apprehensive to have the stump ground, not understanding the actual location of any underground services in the vicinity.

Query - was the tree concern raised by previous Owners for attention?

It was agreed for the Body Corporate Manager to obtain a quote to repair damaged perimeter pathways and to also have a contractor assess for a possible leak. The Management Committee Is approved to decide hoqw to proceed subject to funding available.

#### **Articles for the Corporation**

The Manager note there was an error with the proposed Articles adopted at the 2021 AGM, and that these would be re-submitted for discussion and implemented via an EGM.

## 7. STATEMENT OF NON-RECURRENT EXPENDITURE (Sinking Fund Analysis)

The Body Corporate Manager advised that under the current legislation a Corporation of 7 or more Lots, or with a minimum of \$100,000 Common Property must present at the Annual General Meeting, a statement of expenditure detailing proposed expenditure (other than recurrent expenditure) for the period prescribed by the regulations, being 3 years for a Corporation of 7 to 20 lots and 5 years for a Corporation with more than 20 lots.

The Body Corporate Manager advised regarding a Sinking Fund Forecast for the Corporation, noting that proposed non-recurrent expenditure can be presented in the Cash Flow Projection for consideration.

The Corporation adopted the following statement of proposed non-recurrent expenditure:

|   | 2022               | 2023              | 2024              | 2025              |
|---|--------------------|-------------------|-------------------|-------------------|
| <b>PROJECTED OPENING FUNDS</b>                      | <b>-\$6,938.56</b> | <b>\$1,061.44</b> | <b>\$1,161.44</b> | <b>\$2,161.44</b> |
| <b>Projected Levy Income</b>                        | 6,000.00           | 6,000.00          | 6,000.00          | 6,000.00          |
| Transfer from Admin Fund                            | 24,000.00          |                   |                   |                   |
| EGM / Additional Levies / funding                   | 8,000.00           | 10,000.00         | 10,000.00         |                   |
| <b>Projected Expenditure</b>                        |                    |                   |                   |                   |
| Building Repairs                                    | -10,000.00         |                   |                   |                   |
| Paths & Driveway (paving & repairs)                 |                    |                   |                   |                   |
| Electrical Works / Common Lighting (Upgrade to LED) |                    | -900.00           |                   |                   |
| Fencing Works                                       |                    |                   |                   |                   |
| Roof, ridge-capping & Guttering                     | -20,000.00         |                   |                   |                   |
| Painting & Timber Repairs                           |                    | -15,000.00        | -15,000.00        |                   |
| Plumbing and Drainage Works                         |                    |                   |                   |                   |
| Timber Repairs (Fascia/Barges etc)                  |                    |                   |                   |                   |
| <b>PROJECTED CLOSING FUNDS</b>                      | <b>\$1,061.44</b>  | <b>\$1,161.44</b> | <b>\$2,161.44</b> | <b>\$8,161.44</b> |

## 8. BUDGET AND LEVIES

The manager tabled a budget for the coming year and the meeting adopted the following:

| EXPENDITURE  | Annual \$          |
|--|--------------------|
| Account Management                                       | 197.00             |
| Archive/Data Storage                                     | 50.00              |
| Audit  | 174.00             |
| Bank Charges   | 10.00              |
| Building Maintenance                                     | 1,500.00           |
| Disbursements (Fixed \$810) + Work Orders/Reports \$52.8 | 862.80             |
| Electrical Power Usage                                   | 350.00             |
| Grounds Maintenance / Gardening                          | 1,500.00           |
| Gutter & Stormwater                                      | 1,500.00           |
| Income Tax Preparation                                   | 205.00             |
| Insurance  | 6,666.00           |
| Management   | 2,537.00           |
| Meeting Fee  | 253.00             |
| Pest Control   | 2,000.00           |
| Plumbing   | 1,500.00           |
| Valuation  | 0.00               |
| <b>TOTAL EXP</b>   | <b>\$19,304.80</b> |



### 8.1. Quarterly Levies

Motion tabled: The Corporation Administration Levy and the Sinking Fund Levy be set in accordance with the proposed budget, raising a total of \$20,000.00 in the Administrative Fund & a total of \$6,000.00 in the Sinking Fund.

Votes for; 9      Votes against;      Abstained; 1      **Motion Carried**

Levies are to be paid quarterly in advance in accordance with **Unit Entitlement** and will apply until changed by resolution at a future general meeting.

| Levy per unit per quarter | Admin    | Sinking  | Total           |
|---------------------------|----------|----------|-----------------|
| 1 & 4                     | \$455.00 | \$136.50 | <b>\$591.50</b> |
| 2 & 3                     | \$445.00 | \$133.50 | <b>\$578.50</b> |
| 5, 6, 11, & 12            | \$397.50 | \$119.25 | <b>\$516.75</b> |
| 7 & 10                    | \$405.00 | \$121.50 | <b>\$526.50</b> |
| 8 & 9                     | \$400.00 | \$120.00 | <b>\$520.00</b> |

- Levies will be due on the following dates:- 1<sup>st</sup> January , 1<sup>st</sup> April, 1<sup>st</sup> July, 1<sup>st</sup> October

### Funds Transfer – Surplus

It was resolved that the Corporation would transfer surplus funds of \$24,000.00 from the Administration Fund to the Sinking Fund.

**Motion Carried**

### 8.2. Shortfall Of Funds

Where the Corporation has insufficient funds to meet its recurrent expenditure the Body Corporate Manager is authorised to convene an Extraordinary General Meeting to determine that the Corporation makes arrangements to raise the necessary funds.

Only a general meeting can authorise the collection of funds additional to the fees resolved at this meeting.

## 9. APPROVALS FOR PRESCRIBED WORKS

**Nil requested**

## 10. ADOPTION OF POLICIES

### 10.1. Review of Previous Policies;

The Body Corporate Manager reviewed the previously adopted policies of the Corporation for 'Disbursement Directions', 'Community Directory', 'Contact Details', 'Financial Charges', 'Levy Arrears', 'Notices to Owners' and 'Maintenance Policy', and advised that these will continue without change.

### Disbursements Directions (Correspondence To Owners)

The Corporation resolved that owners wherever possible and practical are to elect to have their correspondence and notices delivered by email. Election is required to be in writing to the Manager/Secretary.

Owners were advised that they are responsible for notification to the Body Corporate Manager of any changes to their contact details including their preferred email address, as failure to notify may result in overdue levies and initiate the arrears process.

### Strata Directory

Owners authorized the Body Corporate Manager to provide the information concerning their personal particulars as contained in the Corporation Directory with other owners and Corporation Contractors.

### Failure To Notify Change Of Contact Details

It was resolved to authorise the Body Corporate Manager to conduct a search for owners who have failed to notify the Corporation of their change of contact details. It was further resolved that any cost incurred by the Corporation including but not limited to Management Agreement charges are to be recovered from the relevant owners'.

### Financial Charges

It was resolved that in the event that an owners payment to the Body Corporate is reversed, that any bank fees and/or Body Corporate Managers fees be recovered from the relevant unit owner.

### Levy Arrears

Following an overview of the procedures followed to collect overdue levies it was resolved that the following policies and procedures be adopted:

1. Interest on Overdue Levies  
The Corporation will charge owners interest on all levies outstanding for in excess of 30 days. The rate is set at 15% per annum calculated daily.
2. Accounting Fees  
Any cost incurred by the Corporation including but not limited to Management Agreement charges are to be recovered from the relevant Unit/Lot owner.
3. Any arrears exceeding 75 days  
The Body Corporate Manager will contact the Presiding Officer, or another Office Bearer, and confirm directions regarding further action for debt recovery, including legal action.
4. Debt Collection  
That the Body Corporate Manager is authorised to proceed on behalf of the Corporation with any necessary action, subject to item 3, including legal action, to recover all outstanding monies.
5. Costs  
All related costs associated with the recovery of any outstanding monies will be recovered from the relevant Unit/Lot owner as a debt against the Unit/Lot.

### Notices From the Corporation to Owners

It was resolved that the Corporation agree to provide notices, as directed by a unit holder, to a nominated person or organisation in addition to the notice provided to the unit holders.

### Maintenance Policy

The Corporation adopt the following maintenance procedures to assist in expediting repairs;

- a) The Corporation authorise general repairs to proceed where costs are less than \$500 to \$600 or; repairs are of an emergency and/or essential nature, and for an Office Bearer to be informed of any required actions.
- b) Unless alternate instructions are resolved at a general meeting of the Corporation;
  - The Corporation's preference is for 2 quotes for general repairs of \$500.00 to \$2,000.00, noting Office Bearers are authorised to engage a contractor when the first quote is presented.
  - The Corporation's preference is for 3 quotes for any general repairs exceeding \$2,000.00
- c) All quotes are to be made available to Office Bearers at the earliest opportunity for a decision, and where a General Meeting has approved for maintenance works to proceed;
  - The Manager is authorised to select the most suitable quote & arrange repairs, should instructions have not been received from an Office Bearer within a determined period of the General Meeting, or 30 days of quotes presented.

## 11. GENERAL BUSINESS

### After-Hours Emergency Maintenance

It was noted that in the event that the Common Property required emergency after hours attendance residents should call 8490 1300 and follow the prompt.

## 12. VENUE, DATE AND TIME OF NEXT MEETING

The next AGM is to be scheduled at 6.00 PM on or about 17/05/2023 via Teleconference Call, Strata Vote Online at U1/102 Greenhill Road Unley.

## 13. MEETING CLOSURE

The meeting closed at 07:20 PM

***STRATA CORPORATION 12758 INC.***  
***40 Dauntsey Road, Elizabeth North***

***Approvals & Policies***

It was resolved by Special Resolution that the following installations and additions upon the Common Property and/or within unit subsidiaries be granted approval.

All approved work must comply with any Local Government requirements, use quality materials and be installed in a professional manner. All future maintenance costs and any damage or injury which may occur as a result of the approved installation or addition is the responsibility of the relevant unit owner.

**2000 Annual General Meeting**

**Levy Arrears**

Following an overview of the procedures followed to collect overdue levies it was resolved to adopt the following policies and procedures.

**1. Interest on Overdue Levies**

The Corporation will charge owners interest on all levies outstanding for in excess of 30 days. The rate is set at 15% per annum calculated daily.

**2. Accounting Fees**

In accordance with the Management Agreement owners are to be charged an accounting fee set by the Strata Manager if a reminder notice and / or debt collection notice is sent to an owner or their agent.

**3. Debt Collection**

Any owner who is in arrears will be reviewed by the Corporation and if necessary the Strata Manager will be advised to forward a debt collection notice to the owner(s) concerned, failure to pay or negotiate a payment plan within seven days of the posting of the debt letter will result in the matter being placed in the hands of a solicitor.

**4. Costs**

All related costs associated with the recovery of any outstanding monies will be the responsibility of the relevant unit owner and as such will be recovered from that unit owner.

**2001 Annual General Meeting**

**Unit 5 - Free Standing Sunroom**

It was resolved that the owner of unit 5 be approved to install a freestanding sunroom at the rear of the unit provided that the final design is approved by the Management Committee.

**2002 Annual General Meeting**

**Garden Sheds**

The owner of unit 11 may install a garden shed 1.6m x 1.6m at the rear of their unit providing that adequate storm water drainage is installed and that the colour matches the existing colour of the fencing.

**Sky Lights**

All owners may install sky lights to their unit.

### **Security System**

The owner of unit 5 may install a security system within the unit

### **Gutter Guards**

The owners of unit 4 may install gutter guard to the gutters of their unit provided it is at no cost to the Corporation.

## **2002 Extraordinary General Meeting**

### **Shade-cloth**

It was resolved that unit 6 be approved to install shade-cloth at the rear of the unit.

### **Pergola Roofing**

It was resolved that the owner of unit 8 be approved to alter the roofing of the pergola in the unit subsidiary from a flat to a pitched roof.

## **2003 Annual General Meeting**

### **Water Tank**

All owners may install a water tank to their unit subsidiary provided that it is in keeping with the style of the Corporation.

## **2004 Annual General Meeting**

### **Unit 7 - Verandah**

The owner of unit 7 be approved to replace the pergola at the rear of the property with a verandah.

### **TV Aerials**

All existing external television aerials placed upon the property be approved.

### **Unit 2 – TV Aerial**

The owner of unit 2 be approved to erect an external television aerial upon the unit.

### **Unit 4 – Split System Air-Conditioner**

The owner of unit 4 be approved to install a split system air-conditioner to the unit.

## **2007 Annual General Meeting**

### **CATS IN UNIT 11**

It was resolved that approval be given for the owner of Unit 11 to keep two cats in her Unit providing they do not cause nuisance to other owners.

## **2009 Annual General Meeting**

### **DUCTED AIR CONDITIONING – UNIT 4**

It was resolved by special resolution that the owner of unit 4 be approved to install ducted air conditioning on their roof.

### **RELOCATION OF AIR CONDITIONER - UNIT 4**

It was resolved that the owner of unit 4 be approved to move their air conditioner from the downstairs wall to the upper wall under the proviso that it is installed and secured correctly.

### **INSTALLATION OF WINDOW – UNIT 4**

It was resolved that the owner of unit 4 be approved to install a window in the space where an air conditioner now is situated on the ground level.

## **SECURITY SCREEN DOORS**

The issue of the maintenance of the screen doors at the Corporation was discussed and it was resolved that in future all repairs/ replacements will be the responsibility of the Corporation. Any repairs or replacement must ensure that the design and colour of the door must be the same as the existing door, if the design or colour is no longer available the matter is to be referred to the corporation for consideration.

## **WINDOW SCREENS**

The issue of the maintenance of the window screens at the Corporation was discussed and It was resolved that in future all repairs/ replacements will be the responsibility of the Corporation. Any repairs or replacement must ensure that the design and colour of the screens must be the same as the existing screens, if the design or colour is no longer available the matter is to be referred to the corporation for consideration.

## **ROLLER DOORS**

The issue of the maintenance of the roller doors at the Corporation was discussed and It was resolved that in future all repairs/ replacements will be the responsibility of the Corporation. Any repairs or replacement must ensure that the design and colour of the roller doors must be the same as the existing roller doors, if the design or colour is no longer available the matter is to be referred to the corporation for consideration.

## **ROLLER SHUTTERS**

The issue of the maintenance of the Roller Shutters at the Corporation was discussed and It was resolved that in future all repairs/ replacements will be the responsibility of the unit owner. Any repairs or replacement must ensure that the design and colour of the shutters must be the same as the existing shutters, if the design or colour is no longer available the matter is to be referred to the corporation for consideration.

## **TILES ON PORCHES/BALCONIES**

The issue of the maintenance of the tiles of the balconies/porches at the Corporation was discussed and It was resolved that in future all repairs/ replacements will be the responsibility of the Corporation. Any repairs or replacement must ensure that the design and colour of the tiles must be the same as the existing tiles, if the design or colour is no longer available the matter is to be referred to the corporation for consideration.

## **APPROVALS AND POLICIES**

It was resolved by Special Resolution that the following installations and additions upon the Common Property and/or within unit subsidiaries be granted approval.

All approved work must comply with any Local Government requirements, use quality materials and be installed in a professional manner. All future maintenance costs and any damage or injury which may occur as a result of the approved installation or addition is the responsibility of the relevant unit owner.

## **DISBURSEMENTS / CORRESPONDANCE TO OWNERS**

After discussion, it was resolved that the Corporation wished to have as much correspondence as possible, emailed to owners to reduce disbursement costs.

It was further resolved that all owners are to provide confirmation to the Body Corporate Manager (by way of email preferred) of their preferred method of receiving all meeting notices, minutes and Notices of Contributions sent by email.

Owners are reminded that they are responsible for notification to the Body Corporate Manager of any changes to the preferred email address, as failure to notify may result in overdue levies and initiate the arrears process.

## **HEATER & FLUE**

After discussion, It was resolved that by Special Resolution that Unit 3 be approved to install an internal heater and an exhaust flue through the ceiling and the roof tiles. All approved work must comply with any

Local Government requirements, use quality materials and be installed in a professional manner. All future maintenance costs and any damage or injury which may occur as a result of the approved installation is the responsibility of the unit owner.

### **PET DOG TO UNITS 3, 5, 10 & 12.**

After discussion, It was resolved that by Special Resolution that the OWNERS of units 3, 5, 10 & 12 be approved to keep a Small Dog up to 7kg in their unit lot. The dogs must be trained, be on a lead at all times when on common property, the owner must clean up all messes immediately & make sure the dog does not become a nuisance to the corporation. The corporation reserves the right to rescind the above approval to any unit owner should the dog become a nuisance.

### **PET CAT UNIT 5**

After discussion, It was resolved that that the OWNER of unit 5 be approved to keep a cat at the corporation as long as it remains an inside cat. The owner must ensure that the cat has a bell on its collar in case of escape from inside. All messes must be cleaned up immediately should the cat be outside. The Corporations reserves the right to rescind the approval should the cat become a nuisance to the corporation.

### **STRATA DIRECTORY:**

Owners authorized the Body Corporate Manager to provide the information concerning their personal particulars as contained in the Corporation Directory with other owners and Corporation Contractors.

### **FAILURE TO NOTIFY CHANGE OF CONTACT DETAILS**

Following an overview of the procedure It was resolved to authorise the Body Corporate Manager to conduct a search for owners who have failed to notify the Corporation of their change of contact details. It was further resolved that in accordance with the Management agreement owners are to be charged a fee(s) as set by the Body Corporate Manager.

### **FINANCIAL CHARGES**

It was resolved that in the event that an owners payment to the Body Corporate is reversed, that any bank fees and/or Body Corporate Managers fees be recovered from the relevant unit owner

### **LEVY ARREARS**

Following an overview of the procedures followed to collect overdue levies it was resolved to adopt the following policies and procedures.

1. Interest on Overdue Levies  
The Corporation will charge owners interest on all levies outstanding for in excess of 30 days. The rate is set at 15% per annum calculated daily.
2. Accounting Fees  
In accordance with the Management Agreement owners are to be charged an accounting fee set by the Body Corporate Manager if a reminder notice and / or debt collection notice is sent to an owner or their agent.
- 3.
4. Debt Collection  
That the Body Corporate Manager is authorised to proceed on behalf of the Corporation with any necessary action, including legal action, to recover all outstanding monies.
5. Costs  
All related costs associated with the recovery of any outstanding monies will be the responsibility of the relevant unit owner and as such will be recovered from that unit owner.
6. Any arrears exceeding 75 days; the Body Corporate Manager will contact the Presiding Officer or failing them another Office Bearer, and confirm further directions as per 3.)

## **2012 ANNUAL GENERAL MEETING**

### **APPROVALS AND POLICIES**

It was resolved by Special Resolution that the following installations and additions upon the Common Property and/or within unit subsidiaries be granted approval.

All approved work must comply with any Local Government requirements, use quality materials and be installed in a professional manner. All future maintenance costs and any damage or injury which may occur as a result of the approved installation or addition is the responsibility of the relevant unit owner.

### **DISBURSEMENTS / CORRESPONDANCE TO OWNERS**

#### **NBN; National Broadband Network**

It was resolved by Special Resolution that the Corporation approve a connection to the NBN being installed when available to the building for each Unit to connect to at their own expense subject to approval from the Office Bearers for any costs to the Corporation.

#### **SOLAR PANELS**

It was resolved by Special Resolution that the corporation approve the installation of solar panels, requesting that any installation of solar panels be as un-intrusive as possible and provided that installations are restricted to the roof area above the respective unit and all future maintenance costs and any damage or injury which may occur as a result of the approved installation or addition is the responsibility of the relevant unit owner.

#### **INSTALLATION OF A PERGOLA FOR UNIT 12**

After discussion it was resolved to that the owner of Unit 12 may install a pergola in their rear unit subsidiary. All approved work must comply with any Local Government requirements, use quality materials and be installed in a professional manner. All future maintenance costs and any damage or injury which may occur as a result of the approved installation or addition is the responsibility of the relevant unit owner.

### **STRATA DIRECTORY:**

### **FAILURE TO NOTIFY CHANGE OF CONTACT DETAILS**

### **FINANCIAL CHARGES**

### **LEVY ARREARS**

## **2013 ANNUAL GENERAL MEETING**

Nil

## **2014 ANNUAL GENERAL MEETING**

Nil

## **2016 ANNUAL GENERAL MEETING**

### **APPROVALS FOR PRESCRIBED WORKS**

*Nil requested*

### **ADOPTION OF POLICIES**

#### ***Disbursements Directions ( Correspondence To Owners )***

The Body Corporate Manager advised the meeting that disbursement charges could be reduced if Owners elected to have notices distributed by email.

The Corporation resolved that Owners wherever possible and practical are to elect to have their correspondence and notices delivered by email. Election is required to be in writing to the Manager/Secretary.

Owners were advised that they are responsible for notification to the Body Corporate Manager of any changes to their contact details including their preferred email address, as failure to notify may result in overdue levies and initiate the arrears process.

### ***Strata Directory***

Owners authorized the Body Corporate Manager to provide the information concerning their personal particulars as contained in the Corporation Directory with other owners and Corporation Contractors.

### ***Failure To Notify Change Of Contact Details***

It was resolved to authorise the Body Corporate Manager to conduct a search for owners who have failed to notify the Corporation of their change of contact details. It was further resolved that any cost incurred by the Corporation including but not limited to Management Agreement charges are to be recovered from the relevant owner(s).

### ***Financial Charges***

It was resolved that in the event that an owner's payment to the Body Corporate is reversed, that any bank fees and/or Body Corporate Managers fees be recovered from the relevant unit owner

### ***Levy Arrears***

Following an overview of the procedures followed to collect overdue levies it was resolved that the following policies and procedures be adopted:

1. Interest on Overdue Levies  
The Corporation will charge owners interest on all levies outstanding for in excess of 30 days. The rate is set at 15% per annum calculated daily.
2. Accounting Fees  
Any cost incurred by the Corporation including but not limited to Management Agreement charges are to be recovered from the relevant unit owner.
3. Debt Collection  
That the Body Corporate Manager is authorised to proceed on behalf of the Corporation with any necessary action, subject to item 5 including legal action, to recover all outstanding monies.
4. Costs  
All related costs associated with the recovery of any outstanding monies will be recovered from the relevant unit owner as debt against the unit.
5. Any arrears exceeding 75 days  
The Body Corporate Manager will contact the Presiding Officer, or another Office Bearer, and confirm further directions regarding further action including legal action.

### ***Notices From The Corporation To Owners***

It was resolved that the corporation agree to provide notices, as directed by a unit holder, to a nominated person or organisation in addition to the notice provided to the unit holders.

## **2017 ANNUAL GENERAL MEETING**

### **ADOPTION OF POLICIES**

#### **Disbursements Directions (Correspondence To Owners)**

The Body Corporate Manager advised the meeting that disbursement charges could be reduced if owners elected to have notices distributed by email.

The Corporation resolved that owners wherever possible and practical are to elect to have their correspondence and notices delivered by email. Election is required to be in writing to the Manager/Secretary.



Owners were advised that they are responsible for notification to the Body Corporate Manager of any changes to their contact details including their preferred email address, as failure to notify may result in overdue levies and initiate the arrears process.

### **Strata Directory**

Owners authorized the Body Corporate Manager to provide the information concerning their personal particulars as contained in the Corporation Directory with other owners and Corporation Contractors.

### **Failure To Notify Change Of Contact Details**

It was resolved to authorise the Body Corporate Manager to conduct a search for owners who have failed to notify the Corporation of their change of contact details. It was further resolved that any cost incurred by the Corporation including but not limited to Management Agreement charges are to be recovered from the relevant owners'.

### **Financial Charges**

It was resolved that in the event that an owners payment to the Body Corporate is reversed, that any bank fees and/or Body Corporate Managers fees be recovered from the relevant unit owner.

### **Levy Arrears**

Following an overview of the procedures followed to collect overdue levies it was resolved that the following policies and procedures be adopted:

#### **1. Interest on Overdue Levies**

The Corporation will charge owners interest on all levies outstanding for in excess of 30 days. The rate is set at 15% per annum calculated daily.

#### **2. Accounting Fees**

Any cost incurred by the Corporation including but not limited to Management Agreement charges are to be recovered from the relevant unit owner.

#### **3. Debt Collection**

That the Body Corporate Manager is authorised to proceed on behalf of the Corporation with any necessary action, subject to item 5 including legal action, to recover all outstanding monies.

#### **4. Costs**

All related costs associated with the recovery of any outstanding monies will be recovered from the relevant unit owner as debt against the unit.

#### **5. Any arrears exceeding 75 days**

The Body Corporate Manager will contact the Presiding Officer, or another Office Bearer, and confirm further directions regarding further action including legal action.

### **Notices From The Corporation To Owners**

It was resolved that the Corporation agree to provide notices, as directed by a unit holder, to a nominated person or organisation in addition to the notice provided to the unit holders.

### **2018 Annual General Meeting**

### **APPROVALS FOR PRESCRIBED WORKS**

***Nil requested***

### **ADOPTION OF POLICIES**

#### **a. Affirmation of previous policies;**

To resolve that: The policies of the Corporation for 'Disbursement Directions', 'Strata Directory', 'Contact Details', 'Financial Charges', 'Levy Arrears', and 'Notices to Owners' are to continue without change.

***Motion Carried***

## **2019 Annual General Meeting**

### **APPROVALS FOR PRESCRIBED WORKS**

**Nil requested**

### **ADOPTION OF POLICIES**

#### **a. Affirmation of previous policies;**

Motion tabled;

The policies of the Corporation for 'Disbursement Directions', 'Strata Directory', 'Contact Details', 'Financial Charges', 'Levy Arrears', and 'Notices to Owners' are to continue without change.

**Motion Carried**

#### **Disbursements Directions (Correspondence To Owners)**

The Body Corporate Manager advised the meeting that disbursement charges could be reduced if owners elected to have notices distributed by email.

The Corporation resolved that owners wherever possible and practical are to elect to have their correspondence and notices delivered by email. Election is required to be in writing to the Manager/Secretary.

Owners were advised that they are responsible for notification to the Body Corporate Manager of any changes to their contact details including their preferred email address, as failure to notify may result in overdue levies and initiate the arrears process.

#### **Strata Directory**

Owners authorized the Body Corporate Manager to provide the information concerning their personal particulars as contained in the Corporation Directory with other owners and Corporation Contractors.

#### **Failure To Notify Change Of Contact Details**

It was resolved to authorise the Body Corporate Manager to conduct a search for owners who have failed to notify the Corporation of their change of contact details. It was further resolved that any cost incurred by the Corporation including but not limited to Management Agreement charges are to be recovered from the relevant owners'.

#### **Financial Charges**

It was resolved that in the event that an owners payment to the Body Corporate is reversed, that any bank fees and/or Body Corporate Managers fees be recovered from the relevant unit owner.

#### **Levy Arrears**

Following an overview of the procedures followed to collect overdue levies it was resolved that the following policies and procedures be adopted:

6. Interest on Overdue Levies  
The Corporation will charge owners interest on all levies outstanding for in excess of 30 days. The rate is set at 15% per annum calculated daily.
7. Accounting Fees  
Any cost incurred by the Corporation including but not limited to Management Agreement charges are to be recovered from the relevant Unit/Lot owner.
8. Any arrears exceeding 75 days  
The Body Corporate Manager will contact the Presiding Officer, or another Office Bearer, and confirm directions regarding further action for debt recovery, including legal action.
9. Debt Collection  
That the Body Corporate Manager is authorised to proceed on behalf of the Corporation with any necessary action, subject to item 3, including legal action, to recover all outstanding monies.
10. Costs  
All related costs associated with the recovery of any outstanding monies will be recovered from the relevant Unit/Lot owner as a debt against the Unit/Lot.

## Notices From The Corporation To Owners

It was resolved that the Corporation agree to provide notices, as directed by a unit holder, to a nominated person or organisation in addition to the notice provided to the unit holders.

## Proposed Maintenance Policy

### Motion tabled;

The Corporation adopt the following maintenance procedures to assist in expediting repairs;

- a) The Corporation authorise general repairs to proceed where costs are less than \$500 to \$600 or; repairs are of an emergency and/or essential nature, and for an Office Bearer to be informed of any required actions.
- b) Unless alternate instructions are resolved at a general meeting of the Corporation;
  - The Corporation's preference is for 2 quotes for general repairs of \$500.00 to \$2,000.00, noting Office Bearers are authorised to engage a contractor when the first quote is presented.
  - The Corporation's preference is for 3 quotes for any general repairs exceeding \$2,000.00
- c) All quotes are to be made available to Office Bearers at the earliest opportunity for a decision, and where a General Meeting has approved for maintenance works to proceed;
  - The Manager is authorised to select the most suitable quote & arrange repairs, should instructions have not been received from an Office Bearer within a determined period of the General Meeting, or 30 days of quotes presented.

**Motion Carried**

## 2020 Annual General Meeting

### APPROVALS FOR PRESCRIBED WORKS

**Nil requested**

### ADOPTION OF POLICIES

#### b. Affirmation of previous policies;

### Motion tabled;

The policies of the Corporation for 'Disbursement Directions', 'Strata Directory', 'Contact Details', 'Financial Charges', 'Levy Arrears', and 'Notices to Owners' are to continue without change.

**Motion Carried**

## 2021 Annual General Meeting

### APPROVALS FOR PRESCRIBED WORKS

It was resolved by Special Resolution that the following installations and additions upon the Common Property and/or within unit subsidiaries be granted approval.

#### Unit 8 Gate

Motion tabled; by Special Resolution approval is given for the side gate to be changed to a metal gate being charcoal in colour.

Votes for; 10      Votes against; 0

**Motion Carried**

#### Unit 8 Front Door

Motion tabled; by Special Resolution approval is given for the front door to be changed to a white door.

Votes for; 10      Votes against; 0

**Motion Carried**

All approved work must comply with any Local Government requirements, use quality materials and be installed in a professional manner. All future maintenance costs and any damage or injury which may occur as a result of the approved installation or addition is the responsibility of the relevant unit owner.

### ADOPTION OF POLICIES

#### c. Affirmation of previous policies;

### Motion tabled;

The policies of the Corporation for 'Disbursement Directions', 'Strata Directory', 'Contact Details', 'Financial Charges', 'Levy Arrears', and 'Notices to Owners' are to continue without change.

**Motion Carried**

## **2022 Annual General Meeting**

### **APPROVALS FOR PRESCRIBED WORKS**

**Nil requested**

### **ADOPTION OF POLICIES**

#### **a. Review of Previous Policies;**

The Body Corporate Manager reviewed the previously adopted policies of the Corporation for 'Disbursement Directions', 'Community Directory', 'Contact Details', 'Financial Charges', 'Levy Arrears', 'Notices to Owners' and 'Maintenance Policy', and advised that these will continue without change.

#### **Disbursements Directions (Correspondence To Owners)**

The Corporation resolved that owners wherever possible and practical are to elect to have their correspondence and notices delivered by email. Election is required to be in writing to the Manager/Secretary.

Owners were advised that they are responsible for notification to the Body Corporate Manager of any changes to their contact details including their preferred email address, as failure to notify may result in overdue levies and initiate the arrears process.

#### **Strata Directory**

Owners authorized the Body Corporate Manager to provide the information concerning their personal particulars as contained in the Corporation Directory with other owners and Corporation Contractors.

#### **Failure To Notify Change Of Contact Details**

It was resolved to authorise the Body Corporate Manager to conduct a search for owners who have failed to notify the Corporation of their change of contact details. It was further resolved that any cost incurred by the Corporation including but not limited to Management Agreement charges are to be recovered from the relevant owners'.

#### **Financial Charges**

It was resolved that in the event that an owners payment to the Body Corporate is reversed, that any bank fees and/or Body Corporate Managers fees be recovered from the relevant unit owner.

#### **Levy Arrears**

Following an overview of the procedures followed to collect overdue levies it was resolved that the following policies and procedures be adopted:

11. Interest on Overdue Levies  
The Corporation will charge owners interest on all levies outstanding for in excess of 30 days. The rate is set at 15% per annum calculated daily.
12. Accounting Fees  
Any cost incurred by the Corporation including but not limited to Management Agreement charges are to be recovered from the relevant Unit/Lot owner.
13. Any arrears exceeding 75 days  
The Body Corporate Manager will contact the Presiding Officer, or another Office Bearer, and confirm directions regarding further action for debt recovery, including legal action.
14. Debt Collection  
That the Body Corporate Manager is authorised to proceed on behalf of the Corporation with any necessary action, subject to item 3, including legal action, to recover all outstanding monies.
15. Costs  
All related costs associated with the recovery of any outstanding monies will be recovered from the relevant Unit/Lot owner as a debt against the Unit/Lot.

#### **Notices From the Corporation to Owners**

It was resolved that the Corporation agree to provide notices, as directed by a unit holder, to a nominated person or organisation in addition to the notice provided to the unit holders.

## **Maintenance Policy**

The Corporation adopt the following maintenance procedures to assist in expediting repairs;

- d) The Corporation authorise general repairs to proceed where costs are less than \$500 to \$600 or; repairs are of an emergency and/or essential nature, and for an Office Bearer to be informed of any required actions.
- e) Unless alternate instructions are resolved at a general meeting of the Corporation;
  - The Corporation's preference is for 2 quotes for general repairs of \$500.00 to \$2,000.00, noting Office Bearers are authorised to engage a contractor when the first quote is presented.
  - The Corporation's preference is for 3 quotes for any general repairs exceeding \$2,000.00
- f) All quotes are to be made available to Office Bearers at the earliest opportunity for a decision, and where a General Meeting has approved for maintenance works to proceed;
  - The Manager is authorised to select the most suitable quote & arrange repairs, should instructions have not been received from an Office Bearer within a determined period of the General Meeting, or 30 days of quotes presented.

## Schedule 3—Articles of strata corporation

- 1 (1) A unit holder must—
  - (a) maintain the unit in good repair;
  - (b) carry out any work ordered by a council or other public authority in respect of the unit.
- (2) The occupier of a unit must keep it in a clean and tidy condition.
- 2 A person bound by these articles—
  - (a) must not obstruct the lawful use of the common property by any person; and
  - (b) must not use the common property in a manner that unreasonably interferes with the use and enjoyment of the common property by the other members of the strata community, their customers, clients or visitors; and
  - (c) must not make, or allow his or her customers, clients or visitors to make, undue noise in or about any unit or the common property; and
  - (d) must not interfere, or allow his or her customers, clients or visitors to interfere, with others in the enjoyment of their rights in relation to units or common property.
- 3 A person bound by these articles must not use the unit, or permit the unit to be used, for any unlawful purpose.
- 4 Subject to the *Strata Titles Act 1988*, a person bound by these articles must not, without the strata corporation's consent, keep any animal in, or in the vicinity of, a unit.
- 5 A person bound by these articles—
  - (a) must not park a motor vehicle in a parking space allocated for others or on a part of the common property on which parking is not authorised by the strata corporation; and
  - (b) must take reasonable steps to ensure that his or her customers, clients or visitors do not park in parking spaces allocated for others or on parts of the common property on which parking is not authorised by the strata corporation.
- 6 A person bound by these articles must not, without the consent of the strata corporation—
  - (a) damage or interfere with any lawn, garden, tree, shrub, plant or flower on the common property; or
  - (b) use any portion of the common property for his or her own purposes as a garden.
- 7 A person bound by these articles must not—
  - (a) bring objects or materials onto the site of a kind that are likely to cause justified offence to the other members of the strata community; or
  - (b) allow refuse to accumulate so as to cause justified offence to others.
- 8 A person bound by these articles must not, without the consent of the strata corporation, display any sign, advertisement, placard, banner or any other conspicuous material of a similar nature—
  - (a) on part of his or her unit so as to be visible from outside the building; or
  - (b) on any part of the common property.
- 9 The occupier of a unit may, without the consent of the strata corporation, paint, cover or in any other way decorate the inside of any building forming part of the unit and may, provided that unreasonable damage is not caused to any common property, fix locks, catches, screens, hooks and other similar items to that building.
- 10 The occupier of a unit used for residential purposes must not, without the consent of the strata corporation, use or store on the unit or on the common property any explosive or other dangerous substance.
- 11 A person bound by these articles—

### **Schedule 3—Articles of strata corporation**

- (a) must maintain within the unit, or on a part of the common property set apart for the purpose by the strata corporation, a receptacle for garbage adequately covered; and
  - (b) must comply with all council by-laws relating to the disposal of garbage.
- 12 A unit holder must immediately notify the strata corporation of—
  - (a) any change in the ownership of the unit, or any change in the address of an owner;
  - (b) any change in the occupancy of the unit.

Forms Live Sign

Page: 1 / 2  
 Completed: Sep 21st 2023, 2:22 PM  
 06a7ad4f-3201-4a15-b813-de86f7e02bc6

000002822375



## NOTICE TO TENANT OF LEASE EXTENSION

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

To

Tenant 1:  Tenant 2:   
 Tenant 3:  Tenant 4:   
 Tenant 5:  Tenant 6:   
 Tenant 7:  Tenant 8:

(Insert name of tenant(s))

Address of rented premises:

Street 1:   
 Street 2:   
 Suburb:  State:  Postcode:

I give you notice that your current lease expires on  /  /

(insert date)

Your current rent is  per

(insert amount)

(insert rental period eg fortnight, calendar month)

I wish to offer you an extension of your lease for a further  months

(Strike out whichever is not appropriate)

The lease extension will expire on  /  /

(insert date)

The rent will / ~~will not~~ be increased / ~~will be decreased~~

(Strike out whichever is not applicable)

The new rent will be  per  with the first payment due on  /  /

(insert amount)

(insert rental period eg fortnight, calendar month)

(insert date)

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

☐ N/A

☒ As detailed below

☐ See annexure

Tenant/s accept the offer of lease extension as above.

Tenant/s will continue to be liable to pay for all quarterly water supply charges & all water use or portion thereof as prescribed by SA Water.

Tenant/s understand that the rent will be increased by \$50 per week, the first payment at the new rental amount of \$410.00 to be paid with your next payment due 17/11/2023

All other lease conditions, as per your original lease agreement, will remain the same.

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

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

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

### PLEASE NOTE:

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







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## NOTICE TO TENANT OF LEASE EXTENSION

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

Signed by Tenant 1

*Hannah Dawn Carlisle*

Date: 17/09/2023

Tenant Name

Hannah Dawn Carlisle

Signed by Tenant 2

*Ajay Phan Nguyen*

Date: 21/09/2023

Tenant Name

Ajay Phan Nguyen

Signed by Tenant 3

Date:

Tenant Name

Signed by Tenant 4

Date:

Tenant Name

Signed by Tenant 5

Date:

Tenant Name

Signed by Tenant 6

Date:

Tenant Name

Signed by Tenant 7

Date:

Tenant Name

Signed by Tenant 8

Date:

Tenant Name

Signed by or on behalf of the Landlord

*reela amarlatidis*

Date: 21/09/2023

☒ Agent as authorised
 ☐ Landlord



# Certificate of Completion

## Summary

**Document ID :** 1A16B02DF-GV6N\_ZRQDKEQFUHXPJFQKU-JDQTYDA4KFUOMYT-KOEM

**Document Name :** Form 1 to Vendor

**Sent by :** Cornerstone Conveyancing <admin@cornerstonesa.com.au>

**Organization :** Cornerstone Conveyancing  
Level 2, 70 Hindmarsh Square, Adelaide, SA, Australia 5000

**Sent on :** Jan 23, 2024 17:33 ACDT

**Signers :** 3

**Completed on :** Jan 24, 2024 18:20 ACDT

**Receives a copy :** 1

**Sign order :** Random

**Approvers :** 0

**No. of documents :** 1

## Recipients



Nicole Rajan  
nicole@cornerstonesa.com.au

Signature

*Nicole Rajan*

**Emailed on :** Jan 23, 2024 17:33 ACDT

**Accessed from :** 180.150.112.216

**Viewed on :** Jan 23, 2024 17:33 ACDT

**Device used :** Web

**Terms agreed on :** Jan 23, 2024 17:33 ACDT

**Authentication type :** None

**Signed on :** Jan 23, 2024 17:34 ACDT



Sonia Monteleone  
sonia@adelaidepropertybrokers.com.au

**Emailed on :** Jan 23, 2024 17:33 ACDT

**Accessed from :** 115.70.185.151

**Viewed on :** Jan 24, 2024 09:31 ACDT

**Device used :** Web

**Authentication type :** None



Fiona Crispin  
fiona.crispin@bigpond.com

Signature

*Fiona Crispin*

**Emailed on :** Jan 23, 2024 17:33 ACDT

**Accessed from :** 54.79.228.94

**Viewed on :** Jan 24, 2024 18:20 ACDT

**Device used :** Web

**Terms agreed on :** Jan 24, 2024 18:20 ACDT

**Authentication type :** None

**Signed on :** Jan 24, 2024 18:20 ACDT



Robert Cirocco  
rcirocco@brookshire.com.au

Signature

Robert Cirocco

**Emailed on :** Jan 23, 2024 17:33 ACDT

**Accessed from :** 103.50.13.19

**Viewed on :** Jan 24, 2024 06:43 ACDT

**Device used :** Web

**Terms agreed on :** Jan 24, 2024 06:43 ACDT

**Authentication type :** None

**Signed on :** Jan 24, 2024 06:49 ACDT

## Legal Disclosure

### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

Please read the following information carefully. By clicking the 'I agree' button, you agree that you have reviewed the following terms and conditions and consent to transact business electronically using Zoho Sign electronic signature system. If you do not agree to these terms, do not click the 'I agree' button.

#### Electronic documents

Please note that Cornerstone Conveyancing ("we", "us" or "Company") will send all documents electronically to you to the email address that you have given us during the course of the business relationship unless you tell us otherwise in accordance with the procedure explained herein. Once you sign a document electronically, we will send a PDF version of the document to you.

#### Request for paper copies

You have the right to request paper copies of these documents sent to you electronically from admin@cornerstonesa.com.au. Alternatively, you also have the ability to download and print these documents sent to you electronically, and re-upload a scanned copy of the printed and physically signed documents. If you, however, wish to request paper copies of these documents sent to you electronically, you can write back to the sender.

#### Withdrawing your consent

At any point in time during the course of our business relationship, you have the right to withdraw your consent to receive documents in electronic format. If you wish to withdraw your consent, you can decline to sign a document that we have sent to you and send an email to admin@cornerstonesa.com.au informing us that you wish to receive documents only in paper format. Upon request from you, we will stop sending documents using Zoho Sign electronic signature system.

#### To advise Cornerstone Conveyancing of your new email address

If you need to change the email address that you use to receive notices and disclosures from us, write to us at admin@cornerstonesa.com.au

#### System requirements

Compatible with recent versions of popular browsers such as Chrome, Firefox, Safari, and Internet Explorer. Zoho Sign is also available on iOS and Android devices.