Form 1 - Vendor's statement

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

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Preliminary

To the purchaser:

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

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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

Part A - Parties and land

1 Purchaser:

Address:

2 ~~Purchaser's registered agent:~~ ☐

Address:

3 Vendor:

Peter Robert Henderson

Address:

45 Cheltenham Parade SA 5014

4 Vendor's registered agent: ☑

BHEN & CO Real Estate

Address:

Shop 3, 83-87 Goodwood Road Goodwood SA 5034

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

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

Lot 4 primary community plan 27520 in the area named South Brighton hundred of Noarlunga being improved land situated at unit 4, 564 Brighton Road South Brighton SA 5048 Volume 6102 Folio 328 in the city of Holdfast Bay

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:

45 Cheltenham Parade SA 5014

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

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

brad@bhenandco.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:

Shop 3, 83-87 Goodwood Road Goodwood SA 5034

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

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

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

(b) if you intend to serve the notice by fax or email, you obtain a record of the transmission of the fax or email.

5 - Effect of service

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

(a) the amount of any deposit paid if the deposit did not exceed $100; or

(b) an amount paid for an option to purchase the land.

Proceeding with the purchase

If you wish to proceed with the purchase -

(a) it is strongly recommended that you take steps to make sure your interest in the property is adequately insured against loss or damage; and

(b) pay particular attention to the provisions in the contract as to time of settlement - it is essential that the necessary arrangements are made to complete the purchase by the agreed date - if you do not do so, you may be in breach of the contract; and

(c) you are entitled to retain the solicitor or registered conveyancer of your choice.

Part C - Statement with respect to required particulars

(section 7(1))

To the purchaser:

*I/~~We,~~ Peter Robert Henderson

of 45 Cheltenham Parade SA 5014

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:	01-Sep-22	Date:	
Signed	DocuSigned by: 0E473EB534464DC...	Signed	
Date:		Date:	
Signed		Signed	

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

(section 9)

To the purchaser:

I, Karen Sue Bowers T/A First Paige Form 1

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: None known

Date: 30-Aug-22

Signed: DocuSigned by: Karen Bowers 506474092A6B4D0...

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

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

Schedule - Division 1 - Particulars of mortgages charges and prescribed encumbrances affecting the land

(section 7(1)(b))

Note -

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

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

(a) there is an attachment to this statement and -

- (i) all the required particulars are contained in that attachment; and
- (ii) the attachment is identified in column 2; and
- (iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or

(b) the mortgage, charge or prescribed encumbrance -

- (i) is 1 of the following items in the table:
  - (A) under the heading 1. General -
    - 1.1 Mortgage of land
    - 1.4 Lease, agreement for lease, tenancy agreement or licence
    - 1.5 Caveat
    - 1.6 Lien or notice of a lien
  - (B) under the heading 36. Other charges -
    - 36.1 Charge of any kind affecting the land (not included in another item); and
- (ii) is registered on the certificate of title to the land; and
- (iii) is to be discharged or satisfied prior to or at settlement.

Table of particulars

Column 1	Column 2	Column 3

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

1. General

1.1 Mortgage of land

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

Is this item applicable? ✓

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

Are there attachments? NO

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

Number of mortgage (if registered):

11948464

Name of mortgagee:

National Australia Bank Ltd.

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? NO

Are there attachments? YES

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

Refer to page 13 of the Property Interest Report attached

Description of land subject to easement:

Lot 4 primary community plan 27520 in the area named South Brighton hundred of Noarlunga being improved land situated at unit 4, 564 Brighton Road South Brighton SA 5048 Volume 6102 Folio 328 in the city of Holdfast Bay

Nature of easement:

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

Are you aware of any encroachment on the easement?

NO

If YES, give details:

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

If YES, give details:

1.3 Restrictive covenant

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

Is this item applicable?

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

Are there attachments?

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

Nature of restrictive covenant:

Name of person in whose favour restrictive covenant operates:

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

If NO, give details:

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

000002479165

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? NO

Are there attachments? YES

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

Residential Tenancy Agreement and Lease Extensions

Name of parties:

Agency: Brighton Land Agents Pty Ltd T/A Elders Real Estate Brighton
Landlord: Peter Henderson
Tenant(s): Lucy Cracknell and Aleesha Robertson

Period of lease, agreement for lease etc:

From 30/7/19 to 25/7/23

Amount of rent or licence fee:

$ 420 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:

Residential Tenancies Act 1995

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

5. *Development Act 1993* (repealed)

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

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

Is this item applicable? ✓

Will this be discharged or satisfied prior to or at settlement? NO

Are there attachments? YES

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

Refer to pages 4 to 9 inclusive of the council search attached

Condition(s) of authorisation:

Application number: 110/00200/11 - demolition
Application number: 110/00201/11 - demolition
Application number: 110/00507/11 - variation to DA 110/00002/09
Application number: 110/00507/11.01 - variation to DA 110/00002/09
Application number: 110/01041/11 - land division

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? YES

Are there attachments? YES

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

Emergency Services Levy Certificate

Date of notice:

29/8/22

Amount of levy payable:

$297.50 pa - $136.45 outstanding

19. *Land Tax Act 1936*

19.1 Notice, order or demand for payment of land tax

Is this item applicable? ✓

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

Are there attachments? YES

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

Land Tax Certificate

Date of notice, order or demand:

29/8/22

Amount payable (as stated in the notice):

$81.40

20. *Local Government Act 1934* (repealed)

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

Is this item applicable?

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

Are there attachments?

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

Date of notice, order etc:

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

Land subject thereto:

Nature of requirements contained in notice, order etc:

Time for carrying out requirements:

Amount payable (if any):

21. *Local Government Act 1999*

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

Is this item applicable? ✓

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

Are there attachments? YES

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

Council Search

Date of notice, order etc:

29/8/22

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

City of Holdfast Bay

Land subject thereto:

Refer to Part 6. Description of the Land (as above)

Nature of requirements contained in notice, order etc:

Balance of rates and other monies due and payable

Time for carrying out requirements:

Refer to the council search attached

Amount payable (if any):

$1,186.45

22. *Local Nuisance and Litter Control Act 2016*

22.1 section 30 - Nuisance or litter abatement notice

Is this item applicable?

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

Are there attachments?

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

Date of notice:

Notice issued by:

Nature of requirements contained in notice:

Time for carrying out requirements:

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

23.1 section 6 - Restriction on building 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):

Does the restriction apply to all of the land?

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

29. Planning, Development and Infrastructure Act 2016

29.1 Part 5 - Planning and Design Code

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

Is this item applicable? ✓

Will this be discharged or satisfied prior to or at settlement? NO

Are there attachments? YES

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

Council Search and Property Interest Report

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

Zones: Housing Diversity Neighbourhood (HDN)
Subzones: No
Zoning overlays: refer to pages 11 and 12 of the council search attached

Is there a State heritage place on the land or is the land situated in a State heritage area? NO

Is the land designated as a local heritage place? NO

Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? NO

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

Note - For further information about the Planning and Design Code visit www.code.plan.sa.gov.au.

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 community lot (including strata lot) or development lot ✓

1 Name of community corporation: Community Corporation No. 27520

Address of community corporation: 564-566 Brighton Road South Brighton SA 5048

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

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

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

Refer to the community search attached

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

Refer to the community search attached

(c) particulars of expenditure that the community corporation has incurred, or has resolved to incur, and to which the owner of the lot must contribute, or is likely to be required to contribute:

Refer to the community search attached

(d) if the lot is a development lot, particulars of the scheme description relating to the development lot and particulars of the obligations of the owner of the development lot under the development contract:

Refer to the community search attached

(e) if the lot is a community lot, particulars of the lot entitlement of the lot:

1120 of 10000

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

4 Documents supplied by the community corporation that are enclosed:

(a) a copy of the minutes of the general meetings of the community corporation and management committee *for the 2 years preceding this statement / ~~since the deposit of the community plan;~~

*(*Strike out or omit whichever is the greater period)*

YES

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

YES

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

YES

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

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

N/A

6 The following documents are enclosed:

(a) a copy of the scheme description (if any) and the development contract (if any); ✓

(b) a copy of the by-laws of the community scheme.

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

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

Name: Best Strata

Address: PO Box 229 Fullarton SA 5063

Note-

1 A community corporation must (on application by or on behalf of a current or prospective owner orother relevant person) provide the particulars and documents referred to in 3(a)-(c) and 4 and must also make available for inspection any information required to establish the current financial position of the corporation, a copy of any contract with a body corporate manager and the register of owners and lot entitlements that the corporation maintains: see sections 139 and 140 of the *Community Titles Act 1996*.

2 Copies of the scheme description, the development contract or the by-laws of the community scheme may be obtained from the community corporation or from the Lands Titles Registration Office.

3 All owners of a community lot or a development lot are bound by the by-laws of the community scheme. The by-laws regulate the rights and liabilities of owners of lots in relation to their lots and the common property and matters of common concern.

4 For a brief description of some of the matters that need to be considered before purchasing a community lot, see Division 3 of this Schedule.

Schedule-Division 3-Community lots and strata units ✓

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

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

Governance

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

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

Use of your property

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

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

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

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments—voting rights

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

Further information

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

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

Information and a booklet about strata and community titles is available from the Legal Services Commission of South Australia at www.lsc.sa.gov.au.

You can also seek advice from a legal practitioner.

ANNEXURES

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

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

Property Interest Report
Council Search
Emergency Services Levy Certificate
Land Tax Certificate
Water Certificate
Community Search
Residential Tenancy Agreement and Lease Extensions

*(*Strike out whichever is not applicable)*

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1 – VENDOR'S STATEMENT

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

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

Dated this _____ Day of _____ 20

Signed: _____

_____

_____

_____

Purchaser(s)

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Form R3

Buyers information notice

Land and Business (Sale and Conveyancing) Act 1994 section 13A
Land and Business (Sale and Conveyancing) Regulations 2010 regulation 17

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

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

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

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

Safety

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

Enjoyment

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

Value

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

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

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

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LAND SERVICES SA

Product	Register Search (CT 6102/328)
Date/Time	26/08/2022 02:59PM
Customer Reference	F2684
Order ID	20220826006481

REAL PROPERTY ACT, 1886
South Australia

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

REGISTRAR-GENERAL SOUTH AUSTRALIA

Certificate of Title - Volume 6102 Folio 328

Parent Title(s) CT 5395/443, CT 6019/866

Creating Dealing(s) ACT 11834078

Title Issued 05/11/2012 **Edition** 2 **Edition Issued** 19/06/2013

Estate Type

FEE SIMPLE

Registered Proprietor

PETER ROBERT HENDERSON
OF PO BOX 445 WOODVILLE SA 5011

Description of Land

LOT 4 PRIMARY COMMUNITY PLAN 27520
IN THE AREA NAMED SOUTH BRIGHTON
HUNDRED OF NOARLUNGA

Easements

NIL

Schedule of Dealings

Dealing Number	Description
11948464	MORTGAGE TO NATIONAL AUSTRALIA BANK LTD.

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
12/10/2012	11834079	SCHEME DESCRIPTION	FILED
12/10/2012	11834079A	BY-LAWS	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

Copyright: www.landservices.com.au/copyright | Privacy: www.landservices.com.au/privacy | Terms of Use: www.landservices.com.au/sailis-terms-of-use

Property Interest Report

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

Title Reference	CT 6102/328	**Reference No.** 2396965	
Registered Proprietors	P R*HENDERSON	**Prepared** 26/08/2022 14:59	
Address of Property	Unit 4, 564 BRIGHTON ROAD, SOUTH BRIGHTON, SA 5048		
Local Govt. Authority	CITY OF HOLDFAST BAY		
Local Govt. Address	PO BOX 19 BRIGHTON SA 5048		

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

Table of Particulars

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

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

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

	an area surrounding a site	
2.3	Part 3 Division 6 - Aboriginal heritage agreement	Aboriginal Affairs and Reconciliation in AGD has no record of any agreement affecting this title also Refer to the Certificate of Title

3. *Burial and Cremation Act 2013*

3.1	section 8 - Human remains interred on land	Births, Deaths and Marriages in AGD has no record of any gravesites relating to this title also contact the vendor for these details

4. *Crown Rates and Taxes Recovery Act 1945*

4.1	section 5 - Notice requiring payment	Crown Lands Program in DEW has no record of any notice affecting this title

5. *Development Act 1993* (repealed)

5.1	section 42 - Condition (that continues to apply) of a development authorisation *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.2	section 50(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.3	section 50(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.4	section 55 - Order to remove or perform work	State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
5.5	section 56 - Notice to complete development	State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
5.6	section 57 - Land management agreement	Refer to the Certificate of Title
5.7	section 60 - Notice of intention by building owner	Contact the vendor for these details
5.8	section 69 - Emergency order	State Planning Commission in the Department for Trade and Investment has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply
5.9	section 71 - Fire safety notice	Building Fire Safety Committee in the Department for Trade and Investment has no record of any notice affecting this title

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

6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the *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. The item and its heading must be included in the statement even if not applicable.]*	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply

7. *Emergency Services Funding Act 1998*

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

8. *Environment Protection Act 1993*

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

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) does not have any current Orders registered on this title

9. *Fences Act 1975*

9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details

10. *Fire and Emergency Services Act 2005*

10.1	section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor

11. *Food Act 2001*

11.1	section 44 - Improvement notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
11.2	section 46 - Prohibition order	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply

12. *Ground Water (Qualco-Sunlands) Control Act 2000*

12.1	Part 6 - risk management allocation	Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
12.2	section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	DEW Water Licensing has no record of any notice affecting this title

13. *Heritage Places Act 1993*

13.1	section 14(2)(b) - Registration of an object of heritage significance	Heritage Branch in DEW has no record of any registration affecting this title
13.2	section 17 or 18 - Provisional registration or registration	Heritage Branch in DEW has no record of any registration affecting this title
13.3	section 30 - Stop order	Heritage Branch in DEW has no record of any stop order affecting this title
13.4	Part 6 - Heritage agreement	Heritage Branch in DEW has no record of any agreement affecting this title also Refer to the Certificate of Title
13.5	section 38 - "No development" order	Heritage Branch in DEW has no record of any "No development" order affecting this title

14. *Highways Act 1926*

14.1	Part 2A - Establishment of control of access from any road abutting the land	Transport Assessment Section within DIT has no record of any registration affecting this title

15. *Housing Improvement Act 1940* (repealed)

15.1	section 23 - Declaration that house is undesirable or unfit for human habitation	Contact the Local Government Authority for other details that might apply
15.2	Part 7 (rent control for substandard houses) - notice or declaration	Housing Safety Authority has no record of any notice or declaration affecting this title

16. *Housing Improvement Act 2016*

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

17. *Land Acquisition Act 1969*

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

18. *Landscape South Australia Act 2019*

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

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

19. *Land Tax Act 1936*

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

20. *Local Government Act 1934* (repealed)

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

21. *Local Government Act 1999*

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

22. *Local Nuisance and Litter Control Act 2016*

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

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

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

24. *Mining Act 1971*

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

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

25. *Native Vegetation Act 1991*

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

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

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

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

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

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 Amendments on Consultation Miscellaneous Technical Enhancement - proposes a series of technical amendments which aim to enhance the general performance & operation of the Planning & Design Code (the Code). It is primarily focused on addressing technical & operational elements within the Code, as opposed to changing policy intent or outcomes. For more information, refer to the 'Code Amendments' page on PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone 1800752664. --- Following the repeal of the Development Act 1993 and its replacement with the Planning, Development and Infrastructure Act 2016 on 19 March 2021, all new Development Applications will now be assessed against the Planning and Design Code (The Code). The Code is the cornerstone of South Australia's new planning system, and is the single source of planning policy for assessing development applications across the State. The purpose of this is to make the planning process quicker, simpler and more equitable than ever before, affording South Australians greater access to planning information that is consistent and clear. This in turn will help the community to navigate the planning system when building a house, developing a business, or progressing large commercial developments. The Code has now replaced all South Australian Development Plans. Further information on the Code is available on the PlanSA Portal. https://code.plan.sa.gov.au Or call 1800 752 664 (Option 1)
29.2	section 127 - Condition (that continues to apply) of a development authorisation *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.3	section 139 - Notice of proposed work and notice may require access	Contact the vendor for these details
29.4	section 140 - Notice requesting access	Contact the vendor for these details

29.5	section 141 - Order to remove or perform work	State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.6	section 142 - Notice to complete development	State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.7	section 155 - Emergency order	State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.8	section 157 - Fire safety notice	Building Fire Safety Committee in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.9	section 192 or 193 - Land management agreement	Refer to the Certificate of Title
29.10	section 198(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.11	section 198(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.12	Part 16 Division 1 - Proceedings	Contact the Local Government Authority for details relevant to this item also Contact the vendor for other details that might apply
29.13	section 213 - Enforcement notice	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.14	section 214(6), 214(10) or 222 - Enforcement order	Contact the Local Government Authority for details relevant to this item also State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title

30. *Plant Health Act 2009*

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

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

31.1	Part 3 - Notice	Public Health in DHW has no record of any notice or direction affecting this title also

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

32. *South Australian Public Health Act 2011*

32.1	section 66 - Direction or requirement to avert spread of disease	Public Health in DHW has no record of any direction or requirement affecting this title
32.2	section 92 - Notice	Public Health in DHW has no record of any notice affecting this title also Contact the Local Government Authority for other details that might apply
32.3	*South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply

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

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

34. *Water Industry Act 2012*

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

35. *Water Resources Act 1997* (repealed)

35.1	section 18 - Condition (that remains in force) of a permit	DEW has no record of any condition affecting this title
35.2	section 125 (or a corresponding previous enactment) - Notice to pay levy	DEW has no record of any notice affecting this title

36. Other charges

36.1	Charge of any kind affecting the land (not included in another item)	Refer to the Certificate of Title also

Contact the vendor for these details

also

Contact the Local Government Authority for other details that might apply

Other Particulars

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

1.	Particulars of transactions in last 12 months	Contact the vendor for these details
2.	Particulars relating to community lot (including strata lot) or development lot	Enquire directly to the Secretary or Manager of the Community Corporation
3.	Particulars relating to strata unit	Enquire directly to the Secretary or Manager of the Strata Corporation
4.	Particulars of building indemnity insurance	Contact the vendor for these details also Contact the Local Government Authority
5.	Particulars relating to asbestos at workplaces	Contact the vendor for these details
6.	Particulars relating to aluminium composite panels	Please note that the audit is limited to classes of buildings, and that this note does not confirm the presence or absence of Aluminium Composite Panelling. Contact the vendor for relevant details.
7.	Particulars relating to court or tribunal process	Contact the vendor for these details
8.	Particulars relating to land irrigated or drained under Irrigation Acts	SA Water will arrange for a response to this item where applicable
9.	Particulars relating to environment protection	Contact the vendor for details of item 2 also EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title also Contact the Local Government Authority for information relating to item 6
10.	Particulars relating to *Livestock Act, 1997*	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 *(Dog Fence Act 1946)*	The Dog Fence Board has no current interest in Dog Fence rates relating to this title.
9.	Pastoral Board *(Pastoral Land Management and Conservation Act 1989)*	The Pastoral Board has no current interest in this title
10.	Heritage Branch DEW *(Heritage Places Act 1993)*	Heritage Branch in DEW has no record of any World, Commonwealth or National Heritage interest affecting this title
11.	Health Protection Programs – Department for Health and Wellbeing	Health Protection Programs in the DHW has no record of a public health issue that currently applies to this title.

Notices

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

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

Building restrictions

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

In addition, if a building or structure is erected in proximity to a powerline of an electricity entity in contravention of the *Electricity Act*, the entity may seek a court order:
a) requiring the person to take specified action to remove or modify the building or structure within a specified period;
b) for compensation from the person for loss or damage suffered in consequence of the contravention; and/or
c) for costs reasonably incurred by the entity in relocating the powerline or carrying out other work.

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

Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

LAND SERVICES SA

Product	Title and Valuation Package
Date/Time	26/08/2022 02:59PM
Customer Reference	F2684
Order ID	20220826006481

Certificate of Title

Title Reference	CT 6102/328
Status	CURRENT
Easement	NO
Owner Number	11260748
Address for Notices	PO BOX 445 WOODVILLE 5011
Area	132M² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

PETER ROBERT HENDERSON
OF PO BOX 445 WOODVILLE SA 5011

Description of Land

LOT 4 PRIMARY COMMUNITY PLAN 27520
IN THE AREA NAMED SOUTH BRIGHTON
HUNDRED OF NOARLUNGA

Last Sale Details

Dealing Reference	TRANSFER (T) 11948463
Dealing Date	03/06/2013
Sale Price	$420,000
Sale Type	TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	11948464	NATIONAL AUSTRALIA BANK LTD.

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1225921251	CURRENT	Unit 4, 564 BRIGHTON ROAD, SOUTH BRIGHTON, SA 5048

Notations

Dealings Affecting Title

NIL

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Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
12/10/2012 14:21	11834079	SCHEME DESCRIPTION	FILED
12/10/2012 14:21	11834079A	BY-LAWS	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	1225921251
Type	Site & Capital Value
Date of Valuation	01/01/2022
Status	CURRENT
Operative From	01/07/2013
Property Location	Unit 4, 564 BRIGHTON ROAD, SOUTH BRIGHTON, SA 5048
Local Government	HOLDFAST BAY
Owner Names	PETER ROBERT HENDERSON
Owner Number	11260748
Address for Notices	PO BOX 445 WOODVILLE 5011
Zone / Subzone	HDN - Housing Diversity Neighbourhood\\
Water Available	Yes
Sewer Available	Yes
Land Use	1330 - Townhouse - Defined As Home Unit With Both Ground And First Floor Areas
Description	5H G
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C27520 LOT 4	CT 6102/328

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$148,000	$550,000			
Previous	$141,000	$480,000			

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Product	Title and Valuation Package
Date/Time	26/08/2022 02:59PM
Customer Reference	F2684
Order ID	20220826006481

Building Details

Valuation Number	1225921251
Building Style	Architectural
Year Built	2011
Building Condition	Very Good
Wall Construction	Rendered
Roof Construction	Galvanised Iron
Equivalent Main Area	140 sqm
Number of Main Rooms	5

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

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LAND SERVICES SA

Product	Check Search
Date/Time	26/08/2022 02:59PM
Customer Reference	F2684
Order ID	20220826006481

Certificate of Title

Title Reference: CT 6102/328

Status: CURRENT

Edition: 2

Dealings

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

Priority Notices

NIL

Notations on Plan

Lodgement Date	Completion Date	Dealing Number	Description	Status	Plan
12/10/2012	05/11/2012	11834079	SCHEME DESCRIPTION	FILED	C27520
12/10/2012	05/11/2012	11834079A	BY-LAWS	FILED	C27520

Registrar-General's Notes

No Registrar-General's Notes exist for this title

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CITY OF HOLDFAST BAY

holdfast.sa.gov.au
Brighton Civic Centre 24 Jetty Road, Brighton SA 5048
PO Box 19 Brighton SA 5048
P 08 8229 9999 F 08 8298 4561
Glenelg Customer Service Centre and Library
2 Colley Terrace, Glenelg SA 5045

29 August 2022

First Paige Form 1
80 Waterhouse Road
SOUTH PLYMPTON SA 5038

CERTIFICATE – COUNCIL CHARGES

VALUER GEN NO: 1225921251 BILLING NO: 4274808

SECTION/ALLOT:	Allot 4 Sec 202 CP 27520 Vol 6102 Fol 328
HUNDRED:	Noarlunga
PROPERTY ADDRESS:	4/564 Brighton Road SOUTH BRIGHTON SA 5048
CERTIFICATE OF TITLE:	CT 6102/328
OWNER:	Peter R Henderson

PURSUANT TO SECTION 187 OF THE LOCAL GOVERNMENT ACT, 1999 I CERTIFY THAT THE FOLLOWING AMOUNTS ARE DUE AND PAYABLE IN RESPECT OF AND ARE A CHARGE AGAINST THE ABOVE PROPERTY:

Rates and Arrears - prior to 30/06/2022	$328.85
Legal Fees	0.00
Rates for current financial year	$1,160.60
Postponed Rates for current financial year	0.00
Postponed Interest for current financial year	0.00
Fines and interest for current financial year	0.00
Less Rate Capping	0.00
Less Rebate	0.00
Less Adjustments / Payments Received	($303.00)
Balance of rates and other monies due and payable	$1,186.45

Arrears Overdue $25.85

Instalment/s Due:

Due 01/09/2022	$290.60
Due 01/12/2022	$290.00
Due 01/03/2023	$290.00
Due 01/06/2023	$290.00

Street Numbering
Please note Council's official street number for this property is **4/564 Brighton Road SOUTH BRIGHTON SA 5048.***

Payment of Rates at Settlement
It is encouraged that payment of the full year's rates is made when a property is sold.

Section 178 (3) (c) of the Local Government Act 1999, states that rates may be recovered as a debt from any other person who was at the ***time of the declaration of the rates an owner or occupier of the land***.

If you have any queries regarding this, please do not hesitate to contact the Rates Section on 8229 9999.

AUTHORISED OFFICER

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CITY OF HOLDFAST BAY

holdfast.sa.gov.au
Brighton Civic Centre 24 Jetty Road, Brighton SA 5048
PO Box 19 Brighton SA 5048
P 08 8229 9999 F 08 8298 4561
Glenelg Customer Service Centre and Library
2 Colley Terrace, Glenelg SA 5045

First Paige Form 1
80 Waterhouse Road
SOUTH PLYMPTON SA 5038

Dear Sir/Madam

RE: REQUEST FOR INFORMATION

We refer to your request and now attach particulars and documentary material which Council must supply pursuant to the provisions of the Local Government Act and the Land and Business (Sale and Conveyancing) Act 1994.

Yours faithfully

ROBERTO BRIA
CHIEF EXECUTIVE OFFICER

PROPERTY ADDRESS:

CERTIFICATE NO:

PRESCRIBED INFORMATION
DEVELOPMENT SECTION

CONDITION (THAT CONTINUES TO APPLY) OF AN APPROVAL OR AUTHORISATION GRANTED UNDER ANY OF THE FOLLOWING REPEALED ACTS:
BUILDING ACT 1971
CITY OF ADELAIDE DEVELOPMENT CONTROL ACT 1976
PLANNING AND DEVELOPMENT ACT 1966
PLANNING ACT 1982

No

DEVELOPMENT PLAN UNDER THE DEVELOPMENT ACT 1993

Title or other brief description of zone or policy area in which the land is situated (as shown in the Development Plan):

N/A (Refer attached Section 7 Report)

Is the land situated in a designated State Heritage Area?

No

Is the land designated as a place of Local Heritage value?

No

Is there a current Development Plan Amendment released for public consultation by a council on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?

No

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

CONDITION (THAT CONTINUES TO APPLY) OF A DEVELOPMENT AUTHORISATION GRANTED UNDER THE DEVELOPMENT ACT 1993.

Application Number: 110/00200/11
Application Description: Demolition of existing dwellings and outbuildings on 564 and 566 Brighton Road, South Brighton
Decision Date: 17 Jun 2011

1 That demolition shall take place between 7am and 7pm Monday to Saturday and not on Sundays or public holidays. All such work shall be undertaken in such a manner so as not to, in the reasonable opinion of Council, cause any nuisance or annoyance to any of the occupiers of buildings within the locality. Any work outside of these hours requires the written approval of Council.

2 The building/structure approved herein for demolition shall be demolished in accordance with AS-2601 and precautions shall be taken to ensure the safety of the public during construction and demolition where relevant. **As a minimum requirement, the site shall be provided with suitable fencing to restrict access by the general public to the work area**, and:

- Roadways and footpaths adjacent to the site shall be kept clean and free of dirt and debris at all times, and any damage occurring to council roadways or footpaths as a result of the work shall be repaired to the satisfaction of council, at the applicant's expense.
- Precautions shall be taken to prevent dust, noise or other nuisance from affecting nearby properties.
- Building rubbish shall be suitably retained on the site and disposed of at regular intervals.
- **Any asbestos must be removed by an accredited tradesperson and adequate precautions taken in accordance with relevant SafeWork SA guidelines.**

Application Number: 110/00201/11
Application Description: Demolition of two detached dwellings
Decision Date: 17 Jun 2011

1 That demolition shall take place between 7am and 7pm Monday to Saturday and not on Sundays or public holidays. All such work shall be undertaken in such a manner so as not to, in the reasonable opinion of Council, cause any nuisance or annoyance to any of the occupiers of buildings within the locality. Any work outside of these hours requires the written approval of Council.

2 The building/structure approved herein for demolition shall be demolished in accordance with AS-2601 and precautions shall be taken to ensure the safety of the public during construction and demolition where relevant. **As a minimum requirement, the site shall be provided with suitable fencing to restrict access by the general public to the work area**, and:

- Roadways and footpaths adjacent to the site shall be kept clean and free of dirt and debris at all times, and any damage occurring to council roadways or footpaths as a result of the work shall be repaired to the satisfaction of council, at the applicant's expense.
- Precautions shall be taken to prevent dust, noise or other nuisance from affecting nearby properties.
- Building rubbish shall be suitably retained on the site and disposed of at regular intervals.
- **Any asbestos must be removed by an accredited tradesperson and adequate precautions taken in accordance with relevant SafeWork SA guidelines.**

Application Number: 110/00507/11
Application Description: Variation to DA 110/00002/09 (four residential flat buildings and two group dwellings comprising 10 dwellings and associated garages and 2.2m high masonry front fence) comprising alterations to building height, porch canopies added and front wall stepped forward by 200mm and other elevational changes - STAGE 1: FOOTINGS AND SITE WORKS FINAL STAGE:
Decision Date: 23 Aug 2011

1 NOTIFICATIONS OF CERTAIN STAGES OF WORK - DEVELOPMENT REGS PART 12

In accordance with regulation 74 of the Development Act, it is the applicant's responsibility to notify council a minimum of one business day prior to the following stages of construction:

* the pouring of footings, so as to enable inspection of reinforcement etc;
* at completion of structural timber or steel framing;
* at completion of the work.

2 That the design and siting of all buildings and structures and site works shall be as shown on the plans submitted to and approved by Council unless varied by any subsequent conditions imposed herein.

3 That conditions number 2 to 18 of Development Plan Consent 110/00002/09 as listed below remain valid and must be complied with:

2. That the premises shall be maintained, kept tidy, free of graffiti and in good repair and condition to the reasonable satisfaction of Council at all times.

3. That the premises shall not be used, directly or indirectly, for the purpose now approved until all work has been completed in accordance with the plan approved and the conditions of consent have been complied with, except those conditions that continue to apply.

4. That the walls and windows on the western, northern and southern elevations of dwellings 1 and 8 shall incorporate noise attenuating properties to provide pleasant internal living environments within those dwellings. An acoustic engineer's report shall be provided to Council establishing the adequacy of noise attenuation measures to be incorporated into the building for the reasonable satisfaction of Council before the issuing of Development Approval.

5. That all upstairs windows on the rear elevations of dwellings 1, 2, 7 and 8, on the front, northern and rear elevations of dwelling 3, the rear elevations of dwellings 4 and 5 and the front, southern and rear elevations of dwelling 6 shall have minimum window sill heights of 1.7 metres above finished floor level, or any glass below 1.7 metres shall be manufactured obscure glass and fixed shut or as otherwise approved by Council. Further details of this requirement shall be provided at Building Rules Assessment stage.

6. That the landscaped strips adjacent to dwellings 1, 2, 7 and 8 be widened to two metres with a corresponding reduction in width of the immediately adjoining driveway section to 3 metres.

7. That the front masonry fences be set back at least one metre from Brighton Road to accommodate a wider landscaped strip adjacent to Brighton Road.

8. That landscaping shall comprise where practicable, trees and shrubs that are indigenous to the local area and are semi mature or of fast growing tube stock. All such landscaping shall be established within 3 months of substantial completion of the development and any such vegetation shall be replaced if and when it dies or becomes seriously diseased.

9. That stormwater from each dwelling shall be collected and connected to a 1000 litre (minimum) rainwater tank with a sealed system over flow connection to the street water table. Final details of the location and size of the tank(s) shall be submitted to Council for approval prior to the issue of full Development Approval. Furthermore, all stormwater from the dwelling and the site shall be collected and disposed of in a manner that does not adversely affect any properties adjoining the site or the stability of any building on adjacent sites.

10. That all domestic mechanical plant and equipment including refrigerated air conditioners, but excluding evaporative air conditioners, shall be mounted on the ground and fitted with an approved acoustic enclosure incorporating correctly designed ventilation, to minimize environmental harm, which includes nuisance from noise, to occupants on adjacent premises.

11. That all domestic mechanical plant and equipment, including air conditioners, should be selected, designed, and installed to comply with the following mandatory criteria:

    (a) Noise level not to exceed 52dB(A) between the hours of 7am and 10pm when measured and adjusted at the nearest residential zone interface in accordance with the Environment Protection (Noise) Policy 2007*, and
    (b) Noise level not to exceed 45dB(A) between the hours of 10pm and 7am when measured and adjusted at the nearest residential zone interface in accordance with the Environment Protection (Noise) Policy 2007*, and

(c) Where marked with an * the above noise levels must include a penalty for each characteristic where tonal/modulating/impulsive/low frequency characteristics are present in accordance with the Environment Protection (Noise) Policy 2007.

12. Any change in levels along external site boundaries of 200mm or more shall be retained to suitable engineering standards and any fencing shall be erected on top of such retaining walls. Construction of all retaining walls shall be undertaken and completed prior to the commencement of construction of the dwelling(s) herein approved.

13. That the provision for vehicle crossovers and inverts, and reinstatements of existing crossovers not required by the development, be constructed at the owner's expense.

14. That construction shall take place between 7am and 7pm Monday to Saturday and not on Sundays or public holidays. All such work shall be undertaken in such a manner so as not to, in the reasonable opinion of Council, cause any nuisance or annoyance to any of the occupiers of buildings within the locality. Any work outside of these hours requires the written approval of Council.

15. That dust emissions from the site shall be controlled by a dust suppressant or by watering (subject to any relevant water restrictions) regularly to the reasonable satisfaction of Council.

16. That the builder shall at all times provide and maintain a waste receptacle to the reasonable satisfaction of Council on the site in which and at all times all builder's waste shall be contained for the duration of the construction period and the receptacle shall be emptied as required.

17. That all hard building materials, waste and litter on site be stored in a manner that secures it on site during the construction works.

18. That no solid or liquid trade wastes be discharged to the stormwater system.

Application Number: 110/00507/11.01
Application Description: Variation to DA 110/00002/09 (four residential flat buildings and two group dwellings comprising 10 dwellings and associated garages and 2.2m high masonry front fence) comprising alterations to building height, porch canopies added and front wall stepped forward by 200mm and other elevational changes - STAGE 1: FOOTINGS AND SITE WORKS FINAL STAGE:
Decision Date: 25 Oct 2011

1 NOTIFICATIONS OF CERTAIN STAGES OF WORK - DEVELOPMENT REGS PART 12

In accordance with regulation 74 of the Development Act, it is the applicant's responsibility to notify council a minimum of one business day prior to the following stages of construction:

* the pouring of footings, so as to enable inspection of reinforcement etc;
* at completion of structural timber or steel framing;
* at completion of the work.

2 That the design and siting of all buildings and structures and site works shall be as shown on the plans submitted to and approved by Council unless varied by any subsequent conditions imposed herein.

3 That conditions number 2 to 18 of Development Plan Consent 110/00002/09 as listed below remain valid and must be complied with:

2. That the premises shall be maintained, kept tidy, free of graffiti and in good repair and condition to the reasonable satisfaction of Council at all times.

3. That the premises shall not be used, directly or indirectly, for the purpose now approved until all work has been completed in accordance with the plan approved and the conditions of consent have been complied with, except those conditions that continue to apply.

4. That the walls and windows on the western, northern and southern elevations of dwellings 1 and 8 shall incorporate noise attenuating properties to provide pleasant internal living environments within those dwellings. An acoustic engineer's report shall be provided to Council establishing the adequacy of noise attenuation measures to be incorporated into the building for the reasonable satisfaction of Council before the issuing of Development Approval.

5. That all upstairs windows on the rear elevations of dwellings 1, 2, 7 and 8, on the front, northern and rear elevations of dwelling 3, the rear elevations of dwellings 4 and 5 and the front, southern and rear elevations of dwelling 6 shall have minimum window sill heights of 1.7 metres above finished floor level, or any glass below 1.7 metres shall be manufactured obscure glass and fixed shut or as otherwise approved by Council. Further details of this requirement shall be provided at Building Rules Assessment stage.

6. That the landscaped strips adjacent to dwellings 1, 2, 7 and 8 be widened to two metres with a corresponding reduction in width of the immediately adjoining driveway section to 3 metres.

7. That the front masonry fences be set back at least one metre from Brighton Road to accommodate a wider landscaped strip adjacent to Brighton Road.

8. That landscaping shall comprise where practicable, trees and shrubs that are indigenous to the local area and are semi mature or of fast growing tube stock. All such landscaping shall be established within 3 months of substantial completion of the development and any such vegetation shall be replaced if and when it dies or becomes seriously diseased.

9. That stormwater from each dwelling shall be collected and connected to a 1000 litre (minimum) rainwater tank with a sealed system over flow connection to the street water table. Final details of the location and size of the tank(s) shall be submitted to Council for approval prior to the issue of full Development Approval. Furthermore, all stormwater from the dwelling and the site shall be collected and disposed of in a manner that does not adversely affect any properties adjoining the site or the stability of any building on adjacent sites.

10. That all domestic mechanical plant and equipment including refrigerated air conditioners, but excluding evaporative air conditioners, shall be mounted on the ground and fitted with an approved acoustic enclosure incorporating correctly designed ventilation, to minimize environmental harm, which includes nuisance from noise, to occupants on adjacent premises.

11. That all domestic mechanical plant and equipment, including air conditioners, should be selected, designed, and installed to comply with the following mandatory criteria:

    (a) Noise level not to exceed 52dB(A) between the hours of 7am and 10pm when measured and adjusted at the nearest residential zone interface in accordance with the Environment Protection (Noise) Policy 2007*, and
    (b) Noise level not to exceed 45dB(A) between the hours of 10pm and 7am when measured and adjusted at the nearest residential zone interface in accordance with the Environment Protection (Noise) Policy 2007*, and
    (c) Where marked with an * the above noise levels must include a penalty for each characteristic where tonal/modulating/impulsive/low frequency characteristics are present in accordance with the Environment Protection (Noise) Policy 2007.

12. Any change in levels along external site boundaries of 200mm or more shall be retained to suitable engineering standards and any fencing shall be erected on top of such retaining walls. Construction of all retaining walls shall be undertaken and completed prior to the commencement of construction of the dwelling(s) herein approved.

13. That the provision for vehicle crossovers and inverts, and reinstatements of existing crossovers not required by the development, be constructed at the owner's expense.

14. That construction shall take place between 7am and 7pm Monday to Saturday and not on Sundays or public holidays. All such work shall be undertaken in such a manner so as not to, in the reasonable opinion of Council, cause any nuisance or annoyance to any of the occupiers of buildings within the locality. Any work outside of these hours requires the written approval of Council.

15. That dust emissions from the site shall be controlled by a dust suppressant or by watering (subject to any relevant water restrictions) regularly to the reasonable satisfaction of Council.

16. That the builder shall at all times provide and maintain a waste receptacle to the reasonable satisfaction of Council on the site in which and at all times all builder's waste shall be contained for the duration of the construction period and the receptacle shall be emptied as required.

17. That all hard building materials, waste and litter on site be stored in a manner that secures it on site during the construction works.

18. That no solid or liquid trade wastes be discharged to the stormwater system.

Application Number: 110/01041/11
Application Description: Land division (community title) creating eight lots from two
Decision Date: 29 Jun 2012

1 That the allotment areas and dimensions shall be as shown on the plans submitted to and approved by Council unless varied by any subsequent conditions imposed herein.

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

3 Payment of $36900 into the Planning and Development Fund (6 lots @ $6150/lots). Cheques to be made payable and marked "Not Negotiable" to the Development Assessment Commission and payment made at Level 5, 136 North Terrace, Adelaide, or sent to GPO Box 1815, Adelaide, 5001, or via the internet at www.planning.sa.gov.au.

4 A certified survey plan being lodged with the Development Assessment Commission for certificate purposes.

ENFORCEMENT NOTICE UNDER SECTION 84, OR ENFORCEMENT ORDER UNDER SECTION 85(6), 85(10) OR 106 OF THE DEVELOPMENT ACT 1993.

No

LAND MANAGEMENT AGREEMENT UNDER SECTION 57 OF THE DEVELOPMENT ACT 1993.

Refer Certificate of Title for any details.

REQUIREMENTS UNDER SECTION 50(1) OR AGREEMENT UNDER SECTION 50(2) OR THE DEVELOMENT ACT 1993 TO VEST LAND IN A COUNCIL OR THE CROWN TO BE HELD AS OPEN SPACE.

No

EMERGENCY ORDER UNDER SECTION 69 OF THE DEVELOPMENT ACT 1993.

No

FIRE SAFETY NOTICE UNDER SECTION 71 OF THE DEVELOPMENT ACT 1993.

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No

ORDER UNDER SECTION 55 OF THE DEVELOPMENT ACT 1993 TO REMOVE WORK OR NOTICE OR ORDER UNDER 56 OF THAT ACT TO COMPLETE DEVELOPMENT.

No

PROCEEDINGS UNDER DIVISION 2 OF PART 11 OF THE DEVELOPMENT ACT 1993.

No

Date of commencement of proceedings

N/A

Date of determination or order (if any).

N/A

Terms of determination or order (if any)

N/A

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

(a) commercial or industrial activity at the land; or

(b) A change in the use of the land or part of the land (within the meaning of the *Development Act 1993*)?

No

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 is should be noted that –

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

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

CERTIFIED DEVELOPMENT SECTION DATE 29/08/2022

PlanSA

Data Extract for Section 7 search purposes

Valuation ID 1225921251

Parcel ID: C27520 F4

Certificate Title: CT6102/328

Property Address: UNIT 4 564 BRIGHTON RD SOUTH BRIGHTON SA 5048

Zones
Housing Diversity Neighbourhood (HDN)

Subzones
No

Zoning overlays

Overlays
Airport Building Heights (Regulated) (All structures over 110 metres)

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

Affordable Housing

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

Hazards (Flooding - General)

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

Major Urban Transport Routes

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

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Traffic Generating Development

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

Urban Tree Canopy

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

Is there a tree or stand of trees declared to be a significant tree or trees in the Planning and Design Code

No

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/

Code Amendments

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?

Miscellaneous Technical Enhancement Code Amendment

No

Associated Building Indemnity Insurance

No

Associated DA Conditions

No

Associated DA Info

No

DocuSign Envelope ID: C4A9AF41-3561-4B79-B22A-855C38F1A73C

GIS Dataset

LMAS

No

PROPERTY ADDRESS:4/564 Brighton Road SOUTH BRIGHTON SA 5048
CERTIFICATE NO: CERT0410/22

PRESCRIBED INFORMATION
HEALTH SECTION

PRESCRIBED ENCUMBRANCES	PARTICULARS REQUIRED (Strike out the responses not required)
Notice, order, declaration, charge, claim or demand given or made under the Local Government Act 1999. (**Health Section only – refer to General Section also)**	Nil
Order under 254 of the Local Government Act 1999. (**Health Section only – refer to General Section also)**	Nil
Notice or declaration under the Housing Improvement Act 1940.	Not applicable
South Australian Public Health Act 2011. Notice under the Supported Residential Facilities Act 1992.	Nil
Improvement Notice under section 44 of the Food Act 2001 Prohibition Order under section 46 of the Food Act 2001	Nil

CERTIFIED HEALTH SECTION **DATE 26/08/2022**

PROPERTY ADDRESS:4/564 Brighton Road SOUTH BRIGHTON SA 5048
CERTIFICATE NO: CERT0410/22

PRESCRIBED INFORMATION
GENERAL SECTION

PRESCRIBED ENCUMBRANCES	PARTICULARS REQUIRED (Strike out the responses not required)
Notice, order, declaration, charge, claim or demand given or made under the Local Government Act 1999. (**General Section only – refer to Health Section also)**	Nil
Order under 254 of the Local Government Act 1999. (**General Section only – refer to Health Section also)**	Nil
Notice under section 105F(or section 56 or 83 (repealed)) – Notice to take action to prevent outbreak or spread of fire of the Fire and Emergency Services Act 2005.	Nil
Notice under section 48 or 58 of the Animal and Plant Control (Agricultural Protection and Other Purposes) Act 1986 for the destruction or control of animal or plants.	Not applicable
Notice under section 60 of the Animal and Plant Control (Agricultural Protection and Other Purposes) Act 1986 for the destruction or control of plants on road reserve.	Not applicable

CERTIFIED GENERAL SECTION **DATE** 26/08/2022

City of Holdfast Bay

PO Box 19
BRIGHTON SA 5048

Tax Invoice
Official Receipt

ABN: 62 551 270 492

26/08/2022 Receipt No: 2498667

To: First Paige Form 1
80 Waterhouse Road
SOUTH PLYMPTON SA 5038

Serving Our Community

Applic	Reference	Amount
Certs		
CERT0410/22		$63.75
To 4/564 Brighton Road SOUTH BRIGHTON SA 5048		
Transaction Total:		**$63.75**
Includes GST of:		**$0.00**

Amounts Tendered

Credit Card	$63.75
Total	$63.75
Rounding	$0.00
Change	$0.00
Nett	**$63.75**

Thank you for your Payment

Printed 26/08/2022 4:21:39 PM

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RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

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: 2396965

DATE OF ISSUE
29/08/2022

FIRST PAIGE FORM 1
80 WATERHOUSE ROAD
SOUTH PLYMPTON SA 5038

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

OWNERSHIP NUMBER	OWNERSHIP NAME
11260748	P R HENDERSON

PROPERTY DESCRIPTION

4 / 564 BRIGHTON RD / SOUTH BRIGHTON SA 5048 / LT 4 C27520

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
1225921251	CT 6102/328	$550,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2022-2023

FIXED CHARGE	$	50.00
+ VARIABLE CHARGE	$	247.50
- REMISSION	$	161.05
- CONCESSION	$	0.00
+ ARREARS / - PAYMENTS	$	0.00
= AMOUNT PAYABLE	$	136.45

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

EXPIRY DATE 27/11/2022

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER
11260748

OWNERSHIP NAME
P R HENDERSON

AGENT NUMBER
100028796

ASSESSMENT NUMBER
1225921251

AGENT NAME
FIRST PAIGE FORM 1

AMOUNT PAYABLE
$136.45

EXPIRY DATE
27/11/2022

+80010346600022> +001571+ <0550264268> <0000013645> +444+

DocuSign Envelope ID: C4A9AF41-3561-4B79-B22A-855C38F1A73C

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

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

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at: **OR** **By Post to:**

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

DocuSign Envelope ID: C4A9AF41-3561-4B79-B22A-855C38F1A73C

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2396965

DATE OF ISSUE
29/08/2022

FIRST PAIGE FORM 1
80 WATERHOUSE ROAD
SOUTH PLYMPTON SA 5038

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

OWNERSHIP NAME
P R HENDERSON

FINANCIAL YEAR
2022-2023

PROPERTY DESCRIPTION
4 / 564 BRIGHTON RD / SOUTH BRIGHTON SA 5048 / LT 4 C27520

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
1225921251	CT 6102/328	$148,000.00	0.0132 HA

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

CURRENT TAX	**$**	81.40	**SINGLE HOLDING**	**$**	0.00
- DEDUCTIONS	**$**	0.00			
+ ARREARS	**$**	0.00			
- PAYMENTS	**$**	0.00			
= AMOUNT PAYABLE	**$**	**81.40**			

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 **27/11/2022**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER
11260748

OWNERSHIP NAME
P R HENDERSON

AGENT NUMBER
100028796

ASSESSMENT NUMBER
1225921251

AGENT NAME
FIRST PAIGE FORM 1

AMOUNT PAYABLE
$81.40

PAYABLE ON OR BEFORE
27/11/2022

+80010346590012> +000927+ <0550264268> <0000008140> +444+

DocuSign Envelope ID: C4A9AF41-3561-4B79-B22A-855C38F1A73C

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at: **OR** **By Post to:**

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

DocuSign Envelope ID: C4A9AF41-3561-4B79-B22A-855C38F1A73C

SA Water

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
12 25921 25 1	CT6102328	29/8/2022	8396	2396965

FIRST PAIGE FORM 1
PO BOX 2209
SOUTH PLYMPTON SA 5038
admin@firstpaigeform1.com

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: MR PR HENDERSON
Location: U4 564 BRIGHTON RD SOUTH BRIGHTON LT 4 C27520
Description: 5H G **Capital Value:** $ 550 000
Rating: Residential

Periodic charges

Raised in current years to 30/9/2022

				$
		Arrears as at: 30/6/2022	:	0.00
Water main available:	1/7/2013	Water rates	:	70.80
Sewer main available:	1/7/2013	Sewer rates	:	90.89
		Water use	:	41.29
		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	:	202.98CR
		Balance outstanding	:	0.00

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

Next quarterly charges: Water supply: 70.80 Sewer: 90.89 Bill: 5/10/2022

This Account is billed four times yearly for water use charges.

The last Water Use Year ended on 10/06/2022.

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

DocuSign Envelope ID: C4A9AF41-3561-4B79-B22A-855C38F1A73C

SA Water

South Australian Water Corporation

Name:
MR PR HENDERSON

Water & Sewer Account
Acct. No.: **12 25921 25 1**

Amount: _____

Address:
U4 564 BRIGHTON RD SOUTH
BRIGHTON LT 4 C27520

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1225921251

BPAY

Biller code: 8888
Ref: 1225921251

Telephone and Internet Banking — BPAY®

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

Paying online

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

Paying by phone

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

SA Water account number: 1225921251

DocuSign Envelope ID: C4A9AF41-3561-4B79-B22A-855C38F1A73C

Section 48 Notice
This notice is to be retained by the Tenant

REISA

Information to be provided by landlord to tenants

Section 48 of the Residential Tenancies Act 1997 requires a landlord to provide to a tenant, before or at the time of the tenant's tenancy, information about the tenant's rights and obligations under the Act.

1. AGENT - Company Name and Address

Brighton Lane Agents t/a Eastbury Real Estate Brighton

Company Name or Trading Name: Whitsker

Street: 301 Brighton Road

Suburb: Slow State: SA Postcode: 5049

ABN if applicable: 41 073 570 284 RLA No: 151196

Telephone: W: 08 7324 4826 M: 0417 488 187 F: 08 8223 8884

Email: whitsker@bigpond.com

Address for service of documents (if different to above):

2. LANDLORD - Full Name

Peter Hartmann

Address for service of documents (if relevant):

Street: 170 Lake Ave

Suburb: Woodville State: SA Postcode: 5011

ABN if applicable:

If a corporate company, address of registered office of the company, if different to above:

Street:

Suburb: State: Postcode:

3. THE LOCK WITH SUPERIOR TITLE (LANDLORD) (if applicable):

Street:

Suburb: State: Postcode:

ABN (if applicable):

INITIALS

DocuSign Envelope ID: C4A9AF41-3561-4B79-B22A-855C38F1A73C

Residential Property Tenancy Agreement: Schedule

REISA

This is a residential tenancy agreement and the parties to the agreement should consider obtaining legal advice about their rights and obligations under the agreement.

1. AGENT: Company Name/Trading Name: [illegible]

Company Representative: [illegible]

Street 1: [illegible]

Street 2:

Suburb: [illegible] State: [illegible] Postcode: [illegible]

ABN/Trust Number: [illegible] REA No: [illegible]

Telephone: W: [illegible] F: [illegible]

M: [illegible]

Email: [illegible]

☐ The Agent consents to the receipt of notices by email for the purposes of the Act.

2. LANDLORD: Full Name(s): [illegible]

Street 1: PO Box [illegible]

Street 2:

Suburb: [illegible] State: [illegible] Postcode: [illegible]

ABN/Trust Number:

3. TENANT: Full Name(s): [illegible]

Email: [illegible]

✓ The Tenant consents to notices being sent by email for the purposes of the Act.

4. PREMISES:

Street 1: [illegible]

Street 2:

Suburb: South Brisbane State: QLD Postcode: [illegible]

5. TERM:

☒ Fixed: Commencement Date: [illegible] End Date: [illegible]

☐ Periodic: Commencement Date: [illegible] [illegible]

6. RENT:

Amount: Words: [illegible] $[illegible]

Per (period): PER WEEK

Payable in advance: ☐ Weekly ☑ Fortnightly ☐ Calendar monthly

Payment from agreement: $[illegible] on [illegible] with the

next payment of $[illegible] on [illegible]

and thereafter $[illegible] on the [illegible] Friday

Payment: ☐ Direct Debit ☐ Bank Deposit Book ☒ Bank Transfer ☐ Bank Cheque

Method: ☐ Bank Transfer Client [illegible]

Note: Payment of rent will be taken to have been made when it is credited to the nominated account. The landlord is not obliged to accept direct debit rights, bank account transfer or other method of rent payment.

INITIALS

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Residential Property Tenancy Agreement: Schedule

REISA

7. BOND

Words: Two thousand five hundred dollars $2500.00

8. CHANGES: Clause 11.2

☑ All written requests will be dealt with within 28 days of receipt

☐ All written requests will be dealt with within [ ] days of receipt. All reasonable expenses to be paid by the Tenant

☑ All written requests will be charged a reasonable fee for the period of the tenancy

☐ No charge for water

☐ Other:

If the Property and fixtures are provided, the inventory is the Tenant's acknowledgement of the condition of the Property and fixtures as set out below.

Item	Condition

9. INSURANCE: Clause 11.1.9

Responsibility for insurance over the Property ☑ Landlord

Responsibility for insurance over contents of the premises (for example, furniture, fittings and fixtures) ☑ Tenant

10. OTHER CONDITIONS:

Other terms and conditions (for example, Pets Provisions, Smokers):

Pets Addendum (Clause 20.1):

☑ No

Yes – Details:

Repair instructions:

☑ Always contact Agent

☐ Contact owner directly

Reason:

Name:

Telephone:

Anytime:

Notes:

Telephone:

AK

Initials of Landlord or Landlord's Agent

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Residential Property Tenancy Agreement: Schedule

REISA

Additional Conditions

N/A Z As detailed below See appendix

IF THE TENANT & THEIR GUESTS ARE SMOKERS IT IS REQUESTED THAT THEY SMOKE OUTDOORS AT ALL TIMES. ANY EXPENSE TO CURTAINS, CARPETS, WALLS ETC AS A RESULT OF SMOKING INSIDE WILL NEED TO BE MADE GOOD BY TENANT AT THE END OF THEIR TENANCY.

1. The landlord hereby covenants to fix below and on the property for the duration of the contract, Should it not be carried out by the tenant must be carried out as soon as all that is necessary damage caused by the tenant to be carried out good at the tenant's expense provided by serving the notice or upon immediate request of the landlord or his agent. Should the agent be required to notify the owner or occupant of the need may be needed at the Residential Tenancies Tribunal

2. Should the contract any time present a cheque which subsequently is returned from the agent's bank with insufficient funds, present incorrect information or a dishonour or any other form need to ensure that the Tenant's account has sufficient funds, there is a charge of no more than $ 15 charged by the agent's bank to cover and will be charged to the tenant. This is deducted from the bond to cover these costs.

3. The tenant agrees to allow entry to the premises for the purpose of routine 4 monthly inspections and maintenance inspections between 8.30am and 5pm Monday to Friday only unless an alternative time will be made. The tenant will be 2 hours notice which times and dates of inspections will be more clearly defined in the routine inspection notice that will be sent to you no less than 7 clear days in advance. In more than 14 days inspection notice will be given.

4. The tenant will be liable for all water supply charges and water usage costs (i.e. Water & sewerage provided and determined from time to time by SA Water) which will be billed and payable to the supplier of the property. If no response from tenant is received on the premises, the tenant liable to be notified of the supply charge (NI 555 there is an alternative method of determining water usage in an attached spit has been agreed on by all unit owners or water consumption within the strata, to be implemented by the Body Corporate. The property liability in any event shall be restricted to no more than an equal proportion of such costs.

5. Repairs & maintenance be required and specified in the notice with the tenant, the tenant, the tenant acknowledges that the landlord portion of invoice for the time and cost the tenant and the agent. The tenant further acknowledges that these costs may be recoverable via provisions of Residential Tenancies Act 1995. Normal course for minor costs approximately between $ and $ 200 (include agreed upon).

RESERVATION OF PORTION OF PREMISES
Only the only Premises
These parts of the premises are reserved or used solely by the management for the Landlords use in view
(describe that portion of the premises not subject to this agreement from such details as possible)

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Residential Property Tenancy Agreement: Terms and Conditions

REISA

1 AGREEMENT

The Landlord agrees to let the Property to the Tenant in accordance with the terms and conditions set out in this Agreement.

2 DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context requires otherwise:

2.1 "Agent" means the person, company or firm specified in Item 1 of the Schedule;
2.2 "Agent's Property" means the property described as specified in Item 2 of the Schedule;
2.3 "Bond" means the amount specified in Item 7 of the Schedule;
2.4 "Landlord" means the person or persons specified in Item 2 of the Schedule;
2.5 "Property" means the premises the subject of this Agreement, specified in Item 2 of the Schedule;
2.6 "Tenant" means the person or persons specified in Item 3 of the Schedule;
2.7 "Term" means the period specified in Item 5 of the Schedule;
2.8 "Rent" means the amount specified in Item 6 of the Schedule payable by the Tenant in accordance with this Agreement;
2.9 "Commencement Date" means the date specified in Item 5 of the Schedule;
2.10 "Bond Lodgement Form" means the form required to be completed by the Tenant in Item 8 of the Schedule.

The singular includes the plural and vice versa and any one gender includes the other genders. Words in the singular or plural mean one person or more than one person, company or firm. The Agreement, the terms and conditions set out in this document, the Schedule and any annexures to it.

3 TENANT'S RIGHTS AND OBLIGATIONS

3.1 Subject to the provisions of the Act, the Tenant must:
3.1.1 pay the Bond to the Agent in full in the manner prescribed under the Act and in the form of the Bond Lodgement Form, or, if the Agent is a Tenancy Agent, pay it to the Agent in accordance with the Act;
3.1.2 pay the Rent to the Agent;
3.1.3 pay all charges for the Services to the Agent or the relevant supplier, including any charges for water, sewerage, electricity, gas and other services, and any charges for the use of any other equipment;
3.1.4 keep the Property clean and in a sanitary, hygienic and tidy condition and, if requested by the Agent, allow the Agent or any person authorised by the Landlord to inspect the Property at reasonable times and on reasonable notice;
3.1.5 pay the cost of repairs to the Landlord's property caused by the Tenant or the Tenant's guests, invitees or licensees, or by any breach of this Agreement by the Tenant;
3.1.6 pay the Tenant's share of any rates or taxes payable in respect of the Property, as specified in the Schedule, or, if no such share is specified, a fair share of the rates or taxes payable in respect of the Property;
3.1.7 keep the Property and the fixtures and fittings in the Property in good repair and condition, fair wear and tear excepted, and, if requested by the Landlord, replace any broken glass in the Property;
3.1.8 keep the Property and the gardens, lawns and other areas in and around the Property in a neat and tidy condition, and, if requested by the Landlord, water the gardens, lawns and other areas in and around the Property in accordance with any water restrictions applicable from time to time;
3.1.9 keep all drains free from blockages and, if requested by the Landlord, clean the drains and remove any blockages caused by the Tenant;
3.1.10 do all other things necessary to keep the Property in a safe, healthy and hygienic condition;
3.1.11 comply with the Act and the Regulations, including the Regulations made under the Act, and in particular the Regulations relating to the Tenant's rights and obligations, and, if requested by the Landlord, provide the Landlord with a copy of the Tenant's Rights and Responsibilities Statement;
3.1.12 allow the Property to be inspected by the Landlord or the Agent or any other person authorised by the Landlord or the Agent, at reasonable times and on reasonable notice, for the purpose of ensuring that the Tenant is complying with the Tenant's obligations under this Agreement;
3.1.13 allow the Landlord or the Agent or any other person authorised by the Landlord or the Agent, at reasonable times and on reasonable notice, to enter the Property for the purpose of carrying out any work, repairs, maintenance or other work in the Property which the Landlord is required to carry out under the Act or this Agreement;
3.1.14 allow the Landlord or the Agent or any other person authorised by the Landlord or the Agent, at reasonable times and on reasonable notice, to display on the Property a "For Sale" or "For Lease" sign;
3.1.15 allow the Landlord or the Agent or any other person authorised by the Landlord or the Agent, at reasonable times and on reasonable notice, to show the Property to prospective purchasers or tenants;
3.1.16 indemnify the Landlord and the Agent against any loss, damage, costs, expenses, claims or liabilities arising out of or in connection with any breach of this Agreement by the Tenant or any guest, invitee or licensee of the Tenant;
3.1.17 pay the Tenant's share of the cost of repairs to the Property, as specified in the Schedule, or, if no such share is specified, a fair share of the cost of repairs to the Property;
3.1.18 allow the Landlord or the Agent or any other person authorised by the Landlord or the Agent, at reasonable times and on reasonable notice, to take photographs of the Property for the purpose of preparing a report on the condition of the Property;
3.1.19 if the Property includes a swimming pool or spa:
3.1.19.1 ensure that the pool or spa complies with the requirements of the Act and the Regulations;
3.1.19.2 ensure that the pool or spa is fenced in accordance with the requirements of the Act and the Regulations, including the current Australian Standard;
3.1.19.3 maintain the swimming pool or spa in a safe and hygienic condition;
3.1.19.4 subject to the Act and the Regulations, be responsible for the cost of any repairs, including the cost of any repairs required by the Act or the Regulations, and any cost of any work required to be done to the pool or spa or the fencing of the pool or spa in order to comply with the Act or the Regulations;
3.1.20 if the Tenant is a tenant of a dwelling or part of a dwelling, comply with the Act and the Regulations, and provide to the Landlord or the Agent a copy of the Tenant's Rights and Responsibilities Statement;
3.1.21 indemnify and keep indemnified the Landlord and the Agent against any loss, damage, costs, expenses, claims or liabilities arising out of or in connection with any breach of this Agreement by the Tenant or any guest, invitee or licensee of the Tenant, including:
3.1.21.1 the indemnity includes, without limitation, any costs, expenses, claims or liabilities for any electricity, gas, water, sewerage or other services or charges in respect of the Property;
3.1.21.2 the indemnity survives the termination or expiration of this Agreement.

3.2 The Tenant must not, without the express written consent of the Landlord:
3.2.1 use the Property for any illegal or immoral purpose;
3.2.2 intentionally or negligently damage the Property, or any part of the Property, including any fixtures, fittings or plant and equipment, or any part of the Property;
3.2.3 use the Property for any purpose other than as a residential premises, or use the Property for any other than its intended purpose;
3.2.4 damage the Premises, the dwelling or any other structure on the Property;
3.2.5 [illegible] or remove any [illegible] from the Property;
3.2.6 remove any fixtures or fittings from the Property;
3.2.7 cause or permit any [illegible] to be made to the Premises without the express written consent of the Landlord, which consent may be withheld at the Landlord's sole discretion;
3.2.8 assign the tenancy or sublet the Premises;
3.2.9 allow any person, other than the Tenant and the Tenant's family, to live in the Premises;
3.2.9.1 if the Premises are a unit in a strata scheme, the Landlord and the Agent do not consent to any guest, invitee or licensee of the Tenant to live in the Premises for more than [illegible] days in any [illegible] period, or for more than [illegible] days in any [illegible] period, without the express written consent of the Landlord or the Agent.

AK

Initials

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3.2.10 [illegible]
3.2.11 [illegible]
3.2.12 [illegible]
3.2.13 [illegible]
3.2.14 [illegible]
3.2.15 [illegible]
3.2.16 [illegible]
3.2.17 [illegible]

3.3 [illegible]

3.3.1 [illegible]
3.3.2 [illegible]
3.3.3 [illegible]
3.3.4 [illegible]
3.3.5 [illegible]

4. LANDLORD'S RIGHT OF ENTRY

[illegible] the Act, the Landlord or Agent may enter the premises

4.1 [illegible]
4.2 [illegible]
4.3 [illegible]
4.4 [illegible]
4.5 [illegible]
4.6 [illegible]
4.7 [illegible]
4.8 [illegible]
4.9 [illegible]
4.10 [illegible]

5. LANDLORD'S RIGHTS AND OBLIGATIONS

5.1 Subject to the Act the Landlord must:

5.1.1 [illegible]
5.1.2 [illegible]
5.1.3 [illegible]
5.1.4 [illegible]
5.1.5 [illegible]

5.2 The Landlord is not liable:

5.2.1 [illegible]
5.2.2 [illegible]

5.3 [illegible]

5.4 By completing this clause the parties agree that the rent will be [illegible] during the fixed term of the agreement as follows:

5.4.1 the rent will be increased by [illegible] per [illegible] on [illegible]

[illegible]

5.4.2 the rent increase will be calculated in the following method (set out details):

6. TERMINATION AND HOLDING OVER

The Landlord and Tenant [illegible]

6.1 [illegible] the Act.
6.2 [illegible]
6.3 [illegible]
6.4 [illegible]
6.5 [illegible]
6.6 [illegible]

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Residential Property Tenancy Agreement: Terms and Conditions

REISA

7. PRIVACY ACT 1988

7.1 [illegible]

7.2 [illegible]

7.3 [illegible]

7.4 [illegible]

8. OTHER CONDITIONS

[illegible]

9. GENERAL

9.1 [illegible]

9.2 [illegible]

AR

INITIALS

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Residential Property Tenancy Agreement: Execution Page

REISA

EXECUTED AS AN AGREEMENT

Dated this [illegible] day of July 2010

The Tenant(s) acknowledge(s) receipt of:

- [x] Section 48 Notice
- [x] A copy of this Agreement
- [x] Information Pamphlet (Residential Tenancies Act 1995)
- [x] Property Condition Report (Form 2)
- [ ] Manufacturer's Manuals / Warranties
- [ ] Additional Terms Agreement
- [ ] Additional Conditions Agreement
- [x] Keys (Number: [illegible])
- [ ] Remote control devices (number: [illegible])
- [ ] Strata Articles
- [ ] Community Title By-laws
- [ ] Strata/Community Title Disclosure Statement
- [ ] Other [illegible]
- [ ] Other [illegible]

SIGNED by the TENANT(S):

Tenant: [illegible]

Full Name (Print): [illegible]

Tenant: [illegible]

Full Name (Print): [illegible]

25/2/20

Tenant: [illegible]

Full Name (Print): [illegible]

Tenant: [illegible]

Full Name (Print): [illegible]

SIGNED by or on behalf of the LANDLORD:

[illegible]

[x] Agent as authorised [ ] Landlord

Full Name (Print): [illegible]

Notes:

1. REISA accepts no responsibility for any loss or damage howsoever caused by or in connection with this document. By using this document you acknowledge that you understand its terms.
2. Unauthorised use of this document is a breach of REISA's intellectual property rights and Copyright.

NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES

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Residential Property Tenancy Agreement: Annexure – Manufacturers' Manuals or Written Instructions

REISA

Fixture	Model/Name (if applicable)	Tenant has read and understands manufacturer's instructions
		☐
		☐
		☐
		☐
		☐
		☐
		☐
		☐
		☐
		☐
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		☐
		☐

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Real Estate
Brighton

Brighton

GENERAL INFORMATION
PLEASE READ CAREFULLY

REPAIRS:
All repairs must be authorized through the office only by a Property Manager. No responsibility for payment of accounts will be accepted for repairs, which are not authorized by the Landlord. Requests for repairs should be planned through to our office, Monday - Sunday by email [illegible] AFTER HOURS EMERGENCIES (Please check water pipes or electrical breakers and fuses before calling in an emergency, the time wasted, costs money)

RENT PAYMENTS:
Payments must be taken 2 weeks in advance and made on or before the due date. Rent is payable by:

- Direct debit
- Standing Order (please refer to the form which was given to you)
- Money Order made payable to BRENNIDE PROPERTY MANAGEMENT SERVICES
- Cash at our office - under special arrangements only - the correct amount is required as we cannot give change. Receipts will be available

Should rent fall into arrears of 14 days or more, an EVICTION NOTICE will be issued without notice. Should you experience difficulties at any time paying your rent, please contact your Property Manager immediately

SMOKERS:
Tenants who smoke should be advised that they must smoke outside at all times. If they do smoke inside they will be held responsible for the dry cleaning of all blinds & carpets.

BREAKING THE LEASE:
If a fixed Term Lease Agreement is terminated before the expiration date the occupant will be responsible for paying rent incurred to the landlord as a direct result of breaking the lease. Rental payments continue until the property is re-let.

ROUTINE INSPECTIONS:
Inspections will be conducted every three months. You will be notified by email and given the date and time of the inspection 7-14 days 14 days prior. The date and time specified will be adhered. If you are not home we will enter using our office key

PERSONAL INSURANCE:
In compliance with the Residential Tenancies Tribunal Act, 30 DAYS WRITTEN NOTICE is required to be given in order to terminate the lease.

WATER CHARGES:
The tenant is liable for water supply and water usage as specified in their lease under water rates.

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LEASE EXTENSION INSTRUCTIONS

PLEASE EXECUTE THIS FORM WITH YOUR INSTRUCTIONS WITHIN 10 DAYS

RE: 4/514 Brighton Road, South Brighton SA 5048

I/We, Peter Henderson

Renewal period: Please select option for term of renewal:

Current Rent: $400.00 per week

Rent Increase: Suggested Increase $5.00 per week
Please select option for rent increase:

Peter Henderson the owners retainer, Allen Real Estate to continue to manage my/our property as per the terms and conditions of the original management agreement including any written amendments as per the new tenancy agreement and agreement same as you in the same date as this extension.

If your Landlord Insurance has changed please notify the office with your new insurance details. Or if you would like a quote on Landlord Insurance please contact your Property Manager or the office at rental@allen.com.au.

Landlord Signature(s): _____
Date: 17-4-21

Agent Signature: _____
Date:

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LEASE EXTENSION INSTRUCTIONS

PLEASE EXECUTE THIS FORM WITH YOUR INSTRUCTIONS WITHIN 10 DAYS

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Current Rent: $400.00 per week

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Please select option for rent increase:

Peter Henderson the owners retainer, Allen Real Estate to continue to manage my/our property as per the terms and conditions of the original management agreement including any written amendments as per the new tenancy agreement and agreement same as you in the same date as this extension.

If your Landlord Insurance has changed please notify the office with your new insurance details. Or if you would like a quote on Landlord Insurance please contact your Property Manager or the office at rental@allen.com.au.

Landlord Signature(s): _____
Date: 17-4-21

Agent Signature: _____
Date:

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T 08 8431 2287
F 08 8311 5225
E info@beststrata.com.au
Unit 2, 188 Fullarton Road Dulwich SA 5065
PO Box 229 Fullarton SA 5063
ABN 84 945 930 989

www.beststrata.com.au

29 August 2022

FIRST PAIGE FORM 1
BY EMAIL

Dear Sir / Madam,

RE: SECTION 139 STATEMENT
COMMUNITY CORPORATION NO. 27520 INC. - LOT 004

Please find attached the Section 139 statement for lot 004, 564-566 Brighton Road South Brighton and related documents.

There is currently no amount outstanding on the account. The next quarterly levy will be due for payment on 01 October 2022.

When settlement is finalised, could you please advise us of the new unit owner's details. A lot owner update form is enclosed for you to use.

Please contact me if you have any queries regarding the attached statement.

Yours sincerely,

Miranda Bauer
Body Corporate Manager
miranda.bauer@beststrata.com.au

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STATEMENT PURSUANT TO SECTION 139 (Community Titles Act 1996)

REQUESTED BY: NAME FIRST PAIGE FORM 1

ADDRESS BY EMAIL

RE : COMMUNITY CORPORATION NO. 27520 INC.

UNIT NUMBER & ADDRESS : 004/564-566 BRIGHTON ROAD, SOUTH BRIGHTON SA 5048

OWNER(S) PETER HENDERSON

PART 1 : FINANCIAL DETAILS

1.1 LOT ENTITLEMENT

Lot Entitlement = 1120 Total of all Entitlements = 10000

1.2 MAINTENANCE CONTRIBUTIONS

Levies Payable	Amount	Paid To	Frequency
Admin. Levy	$156.25	30/09/2022	QUARTERLY
Sinking Levy	$3.12	30/09/2022	QUARTERLY

1.3 ARREARS

Levies	Due as at 29/08/2022	Charged but due after 29/08/2022
Admin. Levy	$0.00	$0.00
Sinking Levy	$0.00	$0.00
Other Levies	$0.00	$0.00
Interest **	$0.00	$0.00
Accounting Fee	$0.00	$0.00
Amount Due	$0.00	$0.00

** (NB: Interest accrues daily at 10 % per annum)

1.4 EXPENDITURE BY THE COMMUNITY CORPORATION

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

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

1.5 ASSETS AND LIABLITIES OF THE CORPORATION

(a) Fund Name :BEST STRATA CLIENTS TRUST ACCOUNT

(b) Held at :NATIONAL AUSTRALIA BANK Adelaide 0

(c) Sum standing to the credit of fund : $1,653.31

(d) Amount committed to expenses $ incurred for REFER MINUTES

(e) Amount earmarked for future expenses $ purpose REFER MINUTES

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

(g) Amount held in external account $

(h) Liabilities (excluding those above as described in 1.2 herein)

Water Payment Method: Owners Pay Individually

Insurer: STRATA COMMUNITY INSURANCE (ALLIANZ)

Type Of Cover	Sum Insured	Policy Number	Excess	Expiry Date
COMMON PROPERTY	$69,594.00	TBA	$500.00	15/11/2022
PUBLIC LIABILITY	$20,000,000.00	TBA	$0.00	15/11/2022
VOLUNTARY WORKERS PERSONAL ACC	$200,000.00	TBA	$0.00	15/11/2022
FIDELITY GUARANTEE	$100,000.00	TBA	$0.00	15/11/2022
OFFICE BEARERS LIABILITY	$0.00	TBA	$0.00	15/11/2022
CATASTROPHE	$0.00	TBA	$0.00	15/11/2022

PART 3 : DOCUMENTS SUPPLIED

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

PART 4 : DOCUMENT INSPECTION

The Corporation's records are available for inspection at BEST STRATA, UNIT 2, 188 FULLARTON ROAD DULWICH SA 5065 on any working day between 10.00am and 4.00pm. Phone (08) 8431 2287 to make an appointment.

REFER MINUTES

Statement Dated 29/08/2022

Signed for and on behalf of COMMUNITY CORPORATION NO. 27520 INC.

_____

MIRANDA BAUER
BODY CORPORATE MANAGER

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

The Community Titles Act requires that :-

1.1 A lot owner immediately notify the Body Corporate of chage of ownership of a unit so that s135 "(1) A community corporation must maintain a register of the names of the owners of the community lots which shows the last address known to the corporation of each owner. (2) A corporation must keep a record of the information used to compile the register for the period required by the regulations." Can be complied with.

1.2 S114(7) "Payment of a contribution, instalment or interest in enforceable jointly and severally against the owner or owners of the lot and the subsequent owner or owners of the lot.
(8) A contribution, instalment or interest may be recovered as a debt."
(12) An amount paid by a person under this section is not recoverable by the person from the corporation when he or she ceases to be the owner of the lot.

1.3 This statement is issued on the basis that any payment ny the unit holder by cheque or other instrument will be honored at the first presentation. i.e. : if the cheque bounces, the owners financial details in 1.2/1.3 will be wrong.

This Statement does not take into account any decisions or transactions of the Corporation at or subsequent to the issue of this statement.

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BEST STRATA

ABN 84 945 930 989

UNIT 2, 188 FULLARTON ROAD
DULWICH SA 5065
Phone: (08) 8431 2287
Fax: (08) 8311 5225

PLEASE COMPLETE AND RETURN WHEN SETTLEMENT IS FINALISED
ANY OUTSTANDING ACCOUNTS MUST BE FINALISED AT SETTLEMENT

UNIT OWNER UPDATE

(to be filled in only for new owners)

COMMUNITY CORPORATION NO. 27520 INC.
004/564-566 BRIGHTON ROAD, SOUTH BRIGHTON SA 5048

SETTLEMENT DATE ____ / ____ / 20____

UNIT OWNER/S NAME _____

UNIT OWNER/S ADDRESS _____

DATE & PLACE OF BIRTH _____ (COMPANY TITLES ONLY)

CONTACT DETAILS HOME _____ WORK _____

MOBILE _____ EMAIL _____

CORRESPONDENCE TO OWNER / AGENT ACCOUNTS TO OWNER / AGENT (please circle)

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

RENTAL MANAGER/AGENTS (if applicable) _____

ADDRESS _____

CONTACT PERSON _____

CONTACT DETAILS HOME _____ WORK _____

MOBILE _____ EMAIL _____

TENANT NAMES _____

CONTACT DETAILS HOME _____ WORK _____

MOBILE _____ EMAIL _____

CONVEYANCER ACTING ON BEHALF OF VENDOR _____

CONVEYANCER ACTING ON BEHALF OF PURCHASER _____

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

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BEST STRATA

FINANCIAL STATEMENT FOR COMMUNITY CORPORATION NO. 27520 INC.
ADDRESS : 564-566 BRIGHTON ROAD SOUTH BRIGHTON 5048
ACN : **ABN : 23 731 442 700**

BETWEEN 03 May 2021 AND 31 March 2022

 PRINTED 07/04/2022

INCOME & EXPENDITURE STATEMENT

	ADMIN	SINKING	TOTAL
INCOME			
OPENING / CLOSING BALANCE			
BALANCE FROM PREVIOUS ADMINISTRATION	790.71		
OPENING / CLOSING BALANCE TOTAL	**790.71**		
INTEREST			
INTEREST ON OVERDUE LEVIES	0.93		
INTEREST RECEIVED	4.02		
INTEREST TOTAL	**4.95**		
LEVIES			
ADMIN FUND LEVY	4,487.50		
HOLD FUNDS			
SINKING FUND LEVY		69.30	
SPECIAL LEVY	500.27		
LEVIES TOTAL	**4,987.77**	**69.30**	
OWNER			
ACCOUNT FEE CHARGED ON OVERDUE ACCOUNTS	11.00		
OWNER TOTAL	**11.00**		
TOTAL INCOME	**5,794.43**	**69.30**	**5,863.73**
OUTGOINGS			
ADMINISTRATION			
AUDIT	110.00		
BANK CHARGES	28.46		
DISBURSEMENTS AND OVERHEADS	195.33		
MEETING FEES	462.00		
MANAGEMENT FEES	1,302.31		
ADMINISTRATION TOTAL	**2,098.10**		
INSURANCE			
INSURANCE PREMIUM	750.20		
INSURANCE TOTAL	**750.20**		
OWNER			
ACCOUNT FEE CHARGED ON OVERDUE ACCOUNTS	0.67		
OWNER TOTAL	**0.67**		
SERVICES			
CONTRACTOR COMPLIANCE CHECKING	32.00		
SERVICES TOTAL	**32.00**		
UTILITIES			
ELECTRICITY CHARGES	503.36		
UTILITIES TOTAL	**503.36**		
TOTAL OUTGOINGS	**3,384.33**	**0.00**	**3,384.33**

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BEST STRATA

FINANCIAL STATEMENT FOR COMMUNITY CORPORATION NO. 27520 INC.
ADDRESS : 564-566 BRIGHTON ROAD SOUTH BRIGHTON 5048
ACN : **ABN : 23 731 442 700**

BETWEEN 03 May 2021 AND 31 March 2022

 PRINTED 07/04/2022

SUMMARY

OPENING BALANCE	0.00	0.00	0.00
TOTAL INCOME	5,794.43	69.30	5,863.73
TOTAL EXPENSE	3,384.33	0.00	3,384.33
CLOSING BALANCE	2,410.10	69.30	2,479.40
NET SURPLUS	2,410.10	69.30	2,479.40

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BEST STRATA

FINANCIAL STATEMENT FOR COMMUNITY CORPORATION NO. 27520 INC.
ADDRESS : 564-566 BRIGHTON ROAD SOUTH BRIGHTON 5048
ACN : **ABN : 23 731 442 700**

 PRINTED 07/04/2022

BALANCE SHEET AS AT 31 March 2022

ASSETS

CASH AT BANK

[$2,410.10/ $69.30]	2,479.40	
TOTAL CASH AT BANK		**2,479.40**

TOTAL ASSETS	**2,479.40**

LIABILITIES

LEVIES PAID IN ADVANCE

LOT NO.	OWNER	AMOUNT	
001	MR D TRANTINO & MS S S TOH	234.40	
002	MR A BLAND & MS A CROSSMAN	234.40	
003	MR G & MRS J WILLIAMS	234.40	
006	MR S WALKER	134.67	
007	ASHLEY & ANGELA SHAW	234.40	
008	MS R COOPER & MR B EGGINS	234.40	
TOTAL LEVIES PAID IN ADVANCE			**1,306.67**

UNPAID BILLS

CREDITOR	AMOUNT	
TAKING CARE OF TREES PTY LTD	1,850.00	
TOTAL UNPAID BILLS		**1,850.00**

TOTAL LIABILITIES	**3,156.67**

NET CASH POSITION	**-677.27**

STRATA CODE : 27520 GROUP CODE : DATE FROM : 03/05/2021
LOT NO. : ACCOUNT CODE : DATE TO : 31/03/2022

Ref. No.	Date Detail	Strata Code	Payer/Payee	Cheque/Receipt	Debit $	Credit $
GROUP CODE : ADMIN ADMINISTRATION						
ACCOUNT CODE : AUD AUDIT						
498579	06/10/2021	27520	BEST STRATA	C 2281	110.00	0.00
	AUDIT FOR THE PERIOD ENDING 30 JUNE 2021					
				ACCOUNT TOTAL	110.00	0.00
ACCOUNT CODE : BANK BANK CHARGES						
470529	02/06/2021	27520	BEST STRATA	C 2234	3.43	0.00
	BANK FEES CHARGED TO THE GROUP RECOVERED FOR THE PERIOD 01/05/2021 TO 31/05/2021					
479483	02/07/2021	27520	BEST STRATA	C 2246	4.16	0.00
	BANK FEES CHARGED TO THE GROUP RECOVERED FOR THE PERIOD 01/06/2021 TO 30/06/2021					
484288	07/08/2021	27520	BEST STRATA	C 2258	1.74	0.00
	BANK FEES CHARGED TO THE GROUP RECOVERED FOR THE PERIOD 01/07/2021 TO 31/07/2021					
488229	06/09/2021	27520	BEST STRATA	C 2270	1.46	0.00
	BANK FEES CHARGED TO THE GROUP RECOVERED FOR THE PERIOD 01/08/2021 TO 31/08/2021					
497310	06/10/2021	27520	BEST STRATA	C 2281	4.07	0.00
	BANK FEES CHARGED TO THE GROUP RECOVERED FOR THE PERIOD 01/09/2021 TO 30/09/2021					
502926	03/11/2021	27520	BEST STRATA	C 2292	3.17	0.00
	BANK FEES CHARGED TO THE GROUP RECOVERED FOR THE PERIOD 01/10/2021 TO 31/10/2021					
506820	05/12/2021	27520	BEST STRATA	C 2303	1.40	0.00
	BANK FEES CHARGED TO THE GROUP RECOVERED FOR THE PERIOD 01/11/2021 TO 30/11/2021					
513192	01/01/2022	27520	BEST STRATA	C 2311	4.51	0.00
	BANK FEES CHARGED TO THE GROUP RECOVERED FOR THE PERIOD 01/12/2021 TO 31/12/2021					
519599	04/02/2022	27520	BEST STRATA	C 2319	3.00	0.00
	BANK FEES CHARGED TO THE GROUP RECOVERED FOR THE PERIOD 01/01/2022 TO 31/01/2022					
523936	05/03/2022	27520	BEST STRATA	C 2330	1.52	0.00
	BANK FEES CHARGED TO THE GROUP RECOVERED FOR THE PERIOD 01/02/2022 TO 28/02/2022					
				ACCOUNT TOTAL	28.46	0.00
ACCOUNT CODE : DISB DISBURSEMENTS AND OVERHEADS						
477	03/05/2021	27520	BEST STRATA	C 2221	1.73	0.00
	Disbursements from 28/04/2021 to 30/04/2021					
309	03/05/2021	27520	BEST STRATA	C 2221	17.60	0.00
	POSTAGE FROM 01/05/2021 TO 31/05/2021					
527	02/06/2021	27520	BEST STRATA	C 2234	17.60	0.00
	POSTAGE FROM 01/06/2021 TO 30/06/2021 PAID					
482	02/07/2021	27520	BEST STRATA	C 2246	17.60	0.00
	POSTAGE FROM 01/07/2021 TO 31/07/2021 PAID					
286	07/08/2021	27520	BEST STRATA	C 2258	17.60	0.00
	POSTAGE FROM 01/08/2021 TO 31/08/2021 PAID					
228	06/09/2021	27520	BEST STRATA	C 2270	17.60	0.00
	POSTAGE FROM 01/09/2021 TO 30/09/2021 PAID					
311	06/10/2021	27520	BEST STRATA	C 2281	17.60	0.00
	POSTAGE FROM 01/10/2021 TO 31/10/2021					
924	03/11/2021	27520	BEST STRATA	C 2292	17.60	0.00
	POSTAGE FROM 01/11/2021 TO 30/11/2021 PAID					
319	05/12/2021	27520	BEST STRATA	C 2303	17.60	0.00
	POSTAGE FROM 01/12/2021 TO 31/12/2021 PAID					
191	01/01/2022	27520	BEST STRATA	C 2311	17.60	0.00
	POSTAGE FROM 01/01/2022 TO 31/01/2022 PAID					
598	04/02/2022	27520	BEST STRATA	C 2319	17.60	0.00
	POSTAGE FROM 01/02/2022 TO 28/02/2022 PAID					
934	05/03/2022	27520	BEST STRATA	C 2330	17.60	0.00
	POSTAGE FROM 01/03/2022 TO 31/03/2022 PAID					
				ACCOUNT TOTAL	195.33	0.00
ACCOUNT CODE : MEET MEETING FEES						
528	02/06/2021	27520	BEST STRATA	C 2234	154.00	0.00
	MEETING FEE FOR AGM N HELD ON 26/05/2021 PAID					

* denotes that the transaction is negated

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STRATA CODE : 27520 GROUP CODE : DATE FROM : 03/05/2021
LOT NO. : ACCOUNT CODE : DATE TO : 31/03/2022

Ref. No.	Date Detail	Strata Code	Payer/Payee	Cheque/Receipt	Debit $	Credit $
GROUP CODE : ADMIN ADMINISTRATION						
ACCOUNT CODE : MEET MEETING FEES						
484287	07/08/2021	27520	BEST STRATA	C 2258	154.00	0.00
	MEETING FEE FOR ADJ N HELD ON 07/06/2021 PAID					
502925	03/11/2021	27520	BEST STRATA	C 2292	154.00	0.00
	MEETING FEE FOR AGM N HELD ON 24/08/2021 PAID					
				ACCOUNT TOTAL	462.00	0.00
ACCOUNT CODE : MFEE MANAGEMENT FEES						
466178	03/05/2021	27520	BEST STRATA	C 2221	11.57	0.00
	Management Fee from 28/04/2021 to 30/04/2021					
466380	03/05/2021	27520	BEST STRATA	C 2221	117.34	0.00
	MANAGEMENT FEE FROM 01/05/2021 TO 31/05/2021					
470526	02/06/2021	27520	BEST STRATA	C 2234	117.34	0.00
	MANAGEMENT FEE FROM 01/06/2021 TO 30/06/2021 PAID					
479481	02/07/2021	27520	BEST STRATA	C 2246	117.34	0.00
	MANAGEMENT FEE FROM 01/07/2021 TO 31/07/2021 PAID					
484285	07/08/2021	27520	BEST STRATA	C 2258	117.34	0.00
	MANAGEMENT FEE FROM 01/08/2021 TO 31/08/2021 PAID					
488227	06/09/2021	27520	BEST STRATA	C 2270	117.34	0.00
	MANAGEMENT FEE FROM 01/09/2021 TO 30/09/2021 PAID					
498623	06/10/2021	27520	BEST STRATA	C 2281	117.34	0.00
	MANAGEMENT FEE FROM 01/10/2021 TO 31/10/2021					
502923	03/11/2021	27520	BEST STRATA	C 2292	117.34	0.00
	MANAGEMENT FEE FROM 01/11/2021 TO 30/11/2021 PAID					
506818	05/12/2021	27520	BEST STRATA	C 2303	117.34	0.00
	MANAGEMENT FEE FROM 01/12/2021 TO 31/12/2021 PAID					
513190	01/01/2022	27520	BEST STRATA	C 2311	117.34	0.00
	MANAGEMENT FEE FROM 01/01/2022 TO 31/01/2022 PAID					
519597	04/02/2022	27520	BEST STRATA	C 2319	117.34	0.00
	MANAGEMENT FEE FROM 01/02/2022 TO 28/02/2022 PAID					
523933	05/03/2022	27520	BEST STRATA	C 2330	117.34	0.00
	MANAGEMENT FEE FROM 01/03/2022 TO 31/03/2022 PAID					
				ACCOUNT TOTAL	1,302.31	0.00
GROUP CODE : BAL OPENING / CLOSING BALANCE						
ACCOUNT CODE : BFPA BALANCE FROM PREVIOUS ADMINISTRATION						
465119	03/05/2021	27520	ELDERS REAL ESTATE BRIGHTON	R 110961	0.00	790.71
	BALANCE FROM PREVIOUS ADMINISTRATION - ADMIN FUND					
				ACCOUNT TOTAL	0.00	790.71
GROUP CODE : INS INSURANCE						
ACCOUNT CODE : INSP INSURANCE PREMIUM						
507190	07/12/2021	27520	NEWMARKET GRANDWEST PTY LTD	C 2304	750.20	0.00
	Insurance renewal (SCI) 22/11/2021 to 15/11/2022					
				ACCOUNT TOTAL	750.20	0.00
GROUP CODE : INT INTEREST						
ACCOUNT CODE : IFEE INTEREST ON OVERDUE LEVIES						
521647	01/03/2022	27520	MR S WALKER	R 123186	0.00	0.93
	INTEREST ON OVERDUE ACCOUNTS					
				ACCOUNT TOTAL	0.00	0.93
ACCOUNT CODE : INTR INTEREST RECEIVED						
478446	02/07/2021	27520	BEST STRATA	R 114148	0.00	0.39
	INTEREST FOR THE PERIOD 01/06/2021 TO 30/06/2021					
482972	07/08/2021	27520	BEST STRATA	R 115011	0.00	0.77
	INTEREST FOR THE PERIOD 01/07/2021 TO 31/07/2021					

* denotes that the transaction is negated

STRATA CODE : 27520 GROUP CODE : DATE FROM : 03/05/2021
LOT NO. : ACCOUNT CODE : DATE TO : 31/03/2022

Ref. No.	Date Detail	Strata Code	Payer/Payee	Cheque/Receipt	Debit $	Credit $
GROUP CODE : INT INTEREST						
ACCOUNT CODE : INTR INTEREST RECEIVED						
488465	06/09/2021	27520	BEST STRATA	R 115553	0.00	0.60
	INTEREST FOR THE PERIOD 01/08/2021 TO 31/08/2021					
496773	06/10/2021	27520	BEST STRATA	R 115465	0.00	0.55
	INTEREST FOR THE PERIOD 01/09/2021 TO 30/09/2021					
501647	03/11/2021	27520	BEST STRATA	R 118917	0.00	0.51
	INTEREST FOR THE PERIOD 01/10/2021 TO 31/10/2021					
505397	05/12/2021	27520	BEST STRATA	R 119380	0.00	0.51
	INTEREST FOR THE PERIOD 01/11/2021 TO 30/11/2021					
511751	01/01/2022	27520	BEST STRATA	R 120681	0.00	0.20
	INTEREST FOR THE PERIOD 01/12/2021 TO 31/12/2021					
518629	04/02/2022	27520	BEST STRATA	R 122846	0.00	0.34
	INTEREST FOR THE PERIOD 01/01/2022 TO 31/01/2022					
522418	05/03/2022	27520	BEST STRATA	R 123285	0.00	0.15
	INTEREST FOR THE PERIOD 01/02/2022 TO 28/02/2022					
				ACCOUNT TOTAL	0.00	4.02
GROUP CODE : LEVIES LEVIES						
ACCOUNT CODE : ADMI ADMIN FUND LEVY						
467406	13/05/2021	27520	CITY REALTY	R 111083	0.00	100.00
	ADMIN FUND LEVY FROM 01/04/2021 TO 30/06/2021					
467756	17/05/2021	27520	ASHLEY & ANGELA	R 111167	0.00	100.00
	ADMIN FUND LEVY FROM 01/04/2021 TO 30/06/2021					
467864	18/05/2021	27520	MR G & MRS J WILLIAMS	R 111210	0.00	100.00
	ADMIN FUND LEVY FROM 01/04/2021 TO 30/06/2021					
467900	18/05/2021	27520	MR S WALKER	R 111220	0.00	100.00
	ADMIN FUND LEVY FROM 01/04/2021 TO 30/06/2021					
390	18/05/2021	27520	MS R COOPER & MR B EGGINS	R 111249	0.00	100.00
	ADMIN FUND LEVY FROM 01/04/2021 TO 30/06/2021					
225	21/05/2021	27520	MR P HENDERSON	R 111286	0.00	100.00
	ADMIN FUND LEVY FROM 01/04/2021 TO 30/06/2021					
589	04/06/2021	27520	MS R COOPER & MR B EGGINS	R 111249	0.00	11.32
	AMT. PAID IN ADVANCE ADUSTED AGAINST ADMIN FUND LEVY FROM 01/07/2021 TO 30/09/2021					
732	08/06/2021	27520	MR S WALKER	R 111518	0.00	100.00
	ADMIN FUND LEVY FROM 01/07/2021 TO 30/09/2021					
965	08/06/2021	27520	MR G & MRS J WILLIAMS	R 111628	0.00	100.00
	ADMIN FUND LEVY FROM 01/07/2021 TO 30/09/2021					
146	10/06/2021	27520	CITY REALTY	R 111849	0.00	100.00
	ADMIN FUND LEVY FROM 01/07/2021 TO 30/09/2021					
123	16/06/2021	27520	ALLAN REAL ESTATE	R 112125	0.00	100.00
	ADMIN FUND LEVY FROM 01/04/2021 TO 30/06/2021					
124	16/06/2021	27520	ALLAN REAL ESTATE	R 112125	0.00	100.00
	ADMIN FUND LEVY FROM 01/07/2021 TO 30/09/2021					
133	16/06/2021	27520	ALLAN REAL ESTATE	R 112130	0.00	100.00
	ADMIN FUND LEVY FROM 01/07/2021 TO 30/09/2021					
727	22/06/2021	27520	MR D TRANTINO & MS S S TOH	R 112652	0.00	100.00
	ADMIN FUND LEVY FROM 01/04/2021 TO 30/06/2021					
728	22/06/2021	27520	MR D TRANTINO & MS S S TOH	R 112652	0.00	100.00
	ADMIN FUND LEVY FROM 01/07/2021 TO 30/09/2021					
393	30/06/2021	27520	MR P HENDERSON	R 113302	0.00	100.00
	ADMIN FUND LEVY FROM 01/07/2021 TO 30/09/2021					
938	07/07/2021	27520	MS R COOPER & MR B EGGINS	R 114487	0.00	88.68
	ADMIN FUND LEVY FROM 01/07/2021 TO 30/09/2021					
368	15/09/2021	27520	CITY REALTY	R 115944	0.00	131.25
	ADMIN FUND LEVY FROM 01/10/2021 TO 31/12/2021					
106	16/09/2021	27520	ALLAN REAL ESTATE	R 116038	0.00	131.25
	ADMIN FUND LEVY FROM 01/10/2021 TO 31/12/2021					
112	16/09/2021	27520	ALLAN REAL ESTATE	R 116041	0.00	131.25
	ADMIN FUND LEVY FROM 01/10/2021 TO 31/12/2021					

* denotes that the transaction is negated

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STRATA CODE : 27520 GROUP CODE : DATE FROM : 03/05/2021
LOT NO. : ACCOUNT CODE : DATE TO : 31/03/2022

Ref. No.	Date Detail	Strata Code	Payer/Payee	Cheque/Receipt	Debit $	Credit $
GROUP CODE : LEVIES LEVIES						
ACCOUNT CODE : ADMI ADMIN FUND LEVY						
491790	20/09/2021	27520	MR G & MRS J WILLIAMS	R 116317	0.00	131.25
	ADMIN FUND LEVY FROM 01/10/2021 TO 31/12/2021					
492077	21/09/2021	27520	MR S WALKER	R 94	0.00	131.25
	ADMIN FUND LEVY FROM 01/10/2021 TO 31/12/2021					
498997	07/10/2021	27520	MS R COOPER & MR B EGGINS	R 118379	0.00	131.25
	ADMIN FUND LEVY FROM 01/10/2021 TO 31/12/2021					
500077	20/10/2021	27520	MR P HENDERSON	R 118689	0.00	131.25
	ADMIN FUND LEVY FROM 01/10/2021 TO 31/12/2021					
500337	22/10/2021	27520	MR D TRANTINO & MS S S TOH	R 118741	0.00	131.25
	ADMIN FUND LEVY FROM 01/10/2021 TO 31/12/2021					
509442	15/12/2021	27520	CITY REALTY	R 119802	0.00	131.25
	ADMIN FUND LEVY FROM 01/01/2022 TO 31/03/2022					
509734	16/12/2021	27520	MR G & MRS J WILLIAMS	R 119923	0.00	131.25
	ADMIN FUND LEVY FROM 01/01/2022 TO 31/03/2022					
510260	17/12/2021	27520	ALLAN REAL ESTATE	R 120151	0.00	131.25
	ADMIN FUND LEVY FROM 01/01/2022 TO 31/03/2022					
510262	17/12/2021	27520	ALLAN REAL ESTATE	R 120152	0.00	131.25
	ADMIN FUND LEVY FROM 01/01/2022 TO 31/03/2022					
514523	04/01/2022	27520	MR P HENDERSON	R 121284	0.00	131.25
	ADMIN FUND LEVY FROM 01/01/2022 TO 31/03/2022					
515579	05/01/2022	27520	ALLAN REAL ESTATE	R 121816	0.00	131.25
	ADMIN FUND LEVY FROM 01/01/2022 TO 31/03/2022					
517139	12/01/2022	27520	MS R COOPER & MR B EGGINS	R 122423	0.00	131.25
	ADMIN FUND LEVY FROM 01/01/2022 TO 31/03/2022					
521645	01/03/2022	27520	MR S WALKER	R 123186	0.00	131.25
	ADMIN FUND LEVY FROM 01/01/2022 TO 31/03/2022					
526197	16/03/2022	27520	MR S WALKER	R 123721	0.00	131.25
	ADMIN FUND LEVY FROM 01/04/2022 TO 30/06/2022					
526748	18/03/2022	27520	CITY REALTY	R 123947	0.00	100.00
	ADMIN FUND LEVY FROM 01/04/2022 TO 30/06/2022					
526749	18/03/2022	27520	CITY REALTY	R 123948	0.00	31.25
	ADMIN FUND LEVY FROM 01/04/2022 TO 30/06/2022					
527851	24/03/2022	27520	MS R COOPER & MR B EGGINS	R 124389	0.00	131.25
	ADMIN FUND LEVY FROM 01/04/2022 TO 30/06/2022					
528974	29/03/2022	27520	MR G & MRS J WILLIAMS	R 124906	0.00	131.25
	ADMIN FUND LEVY FROM 01/04/2022 TO 30/06/2022					
529641	31/03/2022	27520	ALLAN REAL ESTATE	R 125173	0.00	131.25
	ADMIN FUND LEVY FROM 01/04/2022 TO 30/06/2022					
529649	31/03/2022	27520	ALLAN REAL ESTATE	R 125177	0.00	131.25
	ADMIN FUND LEVY FROM 01/04/2022 TO 30/06/2022					
				ACCOUNT TOTAL	0.00	4,487.50
ACCOUNT CODE : HOLD HOLD FUNDS						
467991	18/05/2021	27520	MS R COOPER & MR B EGGINS	R 111249	0.00	11.32
*	AMOUNT RECEIVED IN ADVANCE HELD IN CREDIT					
471590	04/06/2021	27520	MS R COOPER & MR B EGGINS	R 111249	0.00	-11.32
*	AMOUNT RECEIVED IN ADVANCE HELD IN CREDIT					
				ACCOUNT TOTAL	0.00	0.00
ACCOUNT CODE : SINK SINKING FUND LEVY						
490869	15/09/2021	27520	CITY REALTY	R 115944	0.00	3.15
	SINKING FUND LEVY FROM 01/10/2021 TO 31/12/2021					
491107	16/09/2021	27520	ALLAN REAL ESTATE	R 116038	0.00	3.15
	SINKING FUND LEVY FROM 01/10/2021 TO 31/12/2021					
491113	16/09/2021	27520	ALLAN REAL ESTATE	R 116041	0.00	3.15
	SINKING FUND LEVY FROM 01/10/2021 TO 31/12/2021					
491791	20/09/2021	27520	MR G & MRS J WILLIAMS	R 116317	0.00	3.15
	SINKING FUND LEVY FROM 01/10/2021 TO 31/12/2021					

* denotes that the transaction is negated

STRATA CODE : 27520 GROUP CODE : DATE FROM : 03/05/2021
LOT NO. : ACCOUNT CODE : DATE TO : 31/03/2022

Ref. No.	Date Detail	Strata Code	Payer/Payee	Cheque/Receipt	Debit $	Credit $
GROUP CODE : LEVIES LEVIES						
ACCOUNT CODE : SINK SINKING FUND LEVY						
492078	21/09/2021	27520	MR S WALKER	R 94	0.00	3.15
	SINKING FUND LEVY FROM 01/10/2021 TO 31/12/2021					
498998	07/10/2021	27520	MS R COOPER & MR B EGGINS	R 118379	0.00	3.15
	SINKING FUND LEVY FROM 01/10/2021 TO 31/12/2021					
500078	20/10/2021	27520	MR P HENDERSON	R 118689	0.00	3.15
	SINKING FUND LEVY FROM 01/10/2021 TO 31/12/2021					
500338	22/10/2021	27520	MR D TRANTINO & MS S S TOH	R 118741	0.00	3.15
	SINKING FUND LEVY FROM 01/10/2021 TO 31/12/2021					
509443	15/12/2021	27520	CITY REALTY	R 119802	0.00	3.15
	SINKING FUND LEVY FROM 01/01/2022 TO 31/03/2022					
509735	16/12/2021	27520	MR G & MRS J WILLIAMS	R 119923	0.00	3.15
	SINKING FUND LEVY FROM 01/01/2022 TO 31/03/2022					
510261	17/12/2021	27520	ALLAN REAL ESTATE	R 120151	0.00	3.15
	SINKING FUND LEVY FROM 01/01/2022 TO 31/03/2022					
510263	17/12/2021	27520	ALLAN REAL ESTATE	R 120152	0.00	3.15
	SINKING FUND LEVY FROM 01/01/2022 TO 31/03/2022					
514524	04/01/2022	27520	MR P HENDERSON	R 121284	0.00	3.15
	SINKING FUND LEVY FROM 01/01/2022 TO 31/03/2022					
515580	05/01/2022	27520	ALLAN REAL ESTATE	R 121816	0.00	3.15
	SINKING FUND LEVY FROM 01/01/2022 TO 31/03/2022					
517140	12/01/2022	27520	MS R COOPER & MR B EGGINS	R 122423	0.00	3.15
	SINKING FUND LEVY FROM 01/01/2022 TO 31/03/2022					
521646	01/03/2022	27520	MR S WALKER	R 123186	0.00	3.15
	SINKING FUND LEVY FROM 01/01/2022 TO 31/03/2022					
526198	16/03/2022	27520	MR S WALKER	R 123721	0.00	3.15
	SINKING FUND LEVY FROM 01/04/2022 TO 30/06/2022					
750	18/03/2022	27520	CITY REALTY	R 123948	0.00	3.15
	SINKING FUND LEVY FROM 01/04/2022 TO 30/06/2022					
352	24/03/2022	27520	MS R COOPER & MR B EGGINS	R 124389	0.00	3.15
	SINKING FUND LEVY FROM 01/04/2022 TO 30/06/2022					
975	29/03/2022	27520	MR G & MRS J WILLIAMS	R 124906	0.00	3.15
	SINKING FUND LEVY FROM 01/04/2022 TO 30/06/2022					
342	31/03/2022	27520	ALLAN REAL ESTATE	R 125173	0.00	3.15
	SINKING FUND LEVY FROM 01/04/2022 TO 30/06/2022					
350	31/03/2022	27520	ALLAN REAL ESTATE	R 125177	0.00	3.15
	SINKING FUND LEVY FROM 01/04/2022 TO 30/06/2022					
				ACCOUNT TOTAL	0.00	69.30
ACCOUNT CODE : SLEVY SPECIAL LEVY						
199	16/03/2022	27520	MR S WALKER	R 123721	0.00	0.27
	LEVY FOR YUCCA PLANT REMOVAL DUE ON 01/04/2022					
751	18/03/2022	27520	CITY REALTY	R 123948	0.00	100.00
	LEVY FOR YUCCA PLANT REMOVAL DUE ON 01/04/2022					
353	24/03/2022	27520	MS R COOPER & MR B EGGINS	R 124389	0.00	100.00
	LEVY FOR YUCCA PLANT REMOVAL DUE ON 01/04/2022					
976	29/03/2022	27520	MR G & MRS J WILLIAMS	R 124906	0.00	100.00
	LEVY FOR YUCCA PLANT REMOVAL DUE ON 01/04/2022					
343	31/03/2022	27520	ALLAN REAL ESTATE	R 125173	0.00	100.00
	LEVY FOR YUCCA PLANT REMOVAL DUE ON 01/04/2022					
351	31/03/2022	27520	ALLAN REAL ESTATE	R 125177	0.00	100.00
	LEVY FOR YUCCA PLANT REMOVAL DUE ON 01/04/2022					
				ACCOUNT TOTAL	0.00	500.27
GROUP CODE : OWNER OWNER						
ACCOUNT CODE : AFEE ACCOUNT FEE CHARGED ON OVERDUE ACCOUNTS						
348	01/03/2022	27520	MR S WALKER	R 123186	0.00	0.67
	ACCOUNTING FEE ON OVERDUE ACCOUNTS					

* denotes that the transaction is negated

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STRATA CODE : 27520 GROUP CODE : DATE FROM : 03/05/2021
LOT NO. : ACCOUNT CODE : DATE TO : 31/03/2022

Ref. No.	Date Detail	Strata Code	Payer/Payee	Cheque/Receipt	Debit $	Credit $
GROUP CODE : OWNER OWNER						
ACCOUNT CODE : AFEE ACCOUNT FEE CHARGED ON OVERDUE ACCOUNTS						
523935	05/03/2022	27520	BEST STRATA	C 2330	0.67	0.00
	ACCOUNTING FEES PAID BY UNITS RECOVERED					
526196	16/03/2022	27520	MR S WALKER	R 123721	0.00	10.33
	ACCOUNTING FEE ON OVERDUE ACCOUNTS					
				ACCOUNT TOTAL	0.67	11.00
GROUP CODE : SERV SERVICES						
ACCOUNT CODE : OHS CONTRACTOR COMPLIANCE CHECKING						
474099	18/06/2021	27520	BEST STRATA	C 2241	32.00	0.00
	ARM Contractor Compliance Recovery 2021 incl discount					
				ACCOUNT TOTAL	32.00	0.00
GROUP CODE : UTIL UTILITIES						
ACCOUNT CODE : POWER ELECTRICITY CHARGES						
467599	14/05/2021	27520	AGL SOUTH AUSTRALIA PTY LTD	C 81559	123.81	0.00
	Electricity Usage 10/02/2021 to 10/05/2021					
485051	13/08/2021	27520	AGL SOUTH AUSTRALIA PTY LTD	C 81642	129.95	0.00
	Electricity Usage 11/05/2021 to 10/08/2021					
504560	22/11/2021	27520	AGL SOUTH AUSTRALIA PTY LTD	C 81744	125.40	0.00
	Electricity Usage 11/08/2021 to 08/11/2021					
520692	11/02/2022	27520	AGL SOUTH AUSTRALIA PTY LTD	C 81807	124.20	0.00
	Electricity Usage 09/11/2021 to 09/02/2022					
				ACCOUNT TOTAL	503.36	0.00

* denotes that the transaction is negated

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BUDGET

COMMUNITY CORPORATION NO. 27520 INC.
564-566 BRIGHTON ROAD, SOUTH BRIGHTON
Year Ending 31 Mar 2023

RECEIPTS & PAYMENTS	Administration Fund					Sinking Fund					TOTAL	Forward Budget		
	Q1	Q2	Q3	Q4		Q1	Q2	Q3	Q4			Year 2	Year 3	Total
	Apr-June	July-Sep	Oct-Dec	Jan-Mar	Total	Apr-June	July-Sep	Oct-Dec	Jan-Mar	Total	Total			
RECEIPTS														
Admin Or Sinking Fund Levy	1,050	1,050	1,050	1,050	**4,200**	25	25	25	25	100	**4,300**			
Special Levy	800	800			**1,600**					0	**1,600**			
Levy Arrears					**0**					0	**0**			
Levy Advances	(1,307)				**(1,307)**					0	**(1,307)**			
Interest Received	3	3	3	3	**10**					0	**10**			
Total Receipts	**546**	**1,853**	**1,053**	**1,053**	**4,503**	**25**	**25**	**25**	**25**	**100**	**4,603**			
PAYMENTS														
Administration														
Audit			110		**110**						**110**			
Bank Charges	20	20	20	20	**80**						**80**			
Disbursements and Overheads	55	55	55	55	**221**						**221**			
Meeting Fees	154				**154**						**154**			
Management Fees	363	363	363	363	**1,450**						**1,450**			
Insurance														
Insurance Premium			788		**788**						**788**			
Insurance Valuation														
Services														
Grounds Maintenance														
Gutter Cleaning														
Pest Control														
Trades Monitor Compliance	72				**72**						**72**			
Tax														
Income Tax Return Preparation			132		**132**						**132**			
Income Tax Payment / Refund														
Utilities														
Electricity Charges	138	138	138	138	**550**						**550**			
Water Charges														
Repairs And Maintenance														
Common Maintenance (prov)	125	125	125	125	**500**						**500**			
Future Works														
Fencing														
Yukka Removal						1,850				**1,850**				
Bitumen/Concreting														
Painting														
Total Payments	**926**	**700**	**1,730**	**700**	**4,057**	**1,850**	**0**	**0**	**0**	**1,850**	**4,057**	**0**	**0**	**0**
Surplus (Deficit)	**(380)**	**1,152**	**(677)**	**352**	**447**	**(1,825)**	**25**	**25**	**25**	**(1,750)**	**547**			
CASH FLOW SUMMARY														
Opening Balance	2,410	180	1,332	654	**2,410**	69	94	119	144	**69**	**2,479**			
Receipts	546	1,853	1,053	1,053	**4,503**	25	25	25	25	**100**	4,603			
Payments	926	700	1,730	700	**4,057**	1,850	0	0	0	**1,850**	5,907			
Transfer between funds	1,850				**1,850**	(1,850)	0	0	0	**(1,850)**				
Closing Balance	**180**	**1,332**	**654**	**1,007**	**1,007**	**94**	**119**	**144**	**169**	**169**	**1,176**			

Note. Special Levy will need to be raised if any major maintenance works are agreed on.

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BUDGET

COMMUNITY CORPORATION NO. 27520 INC.
564-566 BRIGHTON ROAD, SOUTH BRIGHTON
Year Ending 31 Mar 2023

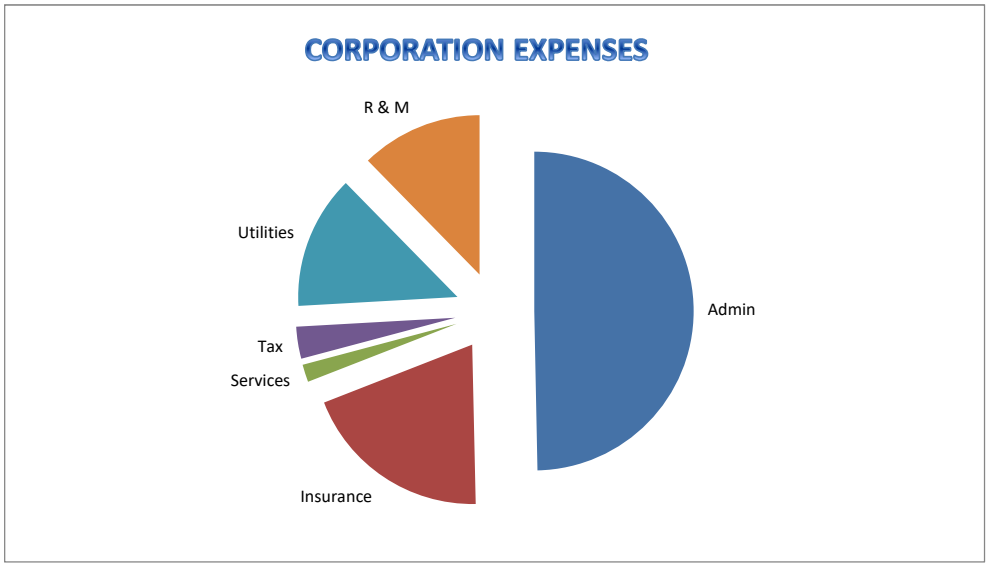
LEVY CALCULATION

Total Unit Entitlement	10,000
Mode of Division	EQUAL
Number of Units	8

	Current		Proposed		One-off	One-off
	Admin	**Sinking**	**Admin**	**Sinking**	**Special**	**Special**
Annual Levy	4,200	100	4,200	100	800	800
					Yukkas	Shortfall

Quarterly Levy By Lot

			Current		Proposed		One-off	One-off
Lot	**Unit**	**Entitlement**	**Admin**	**Sinking**	**Admin**	**Sinking**	**Special**	**Special**
001	1	1200	131.25	3.13	131.25	3.13	100.00	100.00
002	2	1250	131.25	3.13	131.25	3.13	100.00	100.00
003	3	1430	131.25	3.13	131.25	3.13	100.00	100.00
004	4	1120	131.25	3.13	131.25	3.13	100.00	100.00
005	5	1120	131.25	3.13	131.25	3.13	100.00	100.00
006	6	1430	131.25	3.13	131.25	3.13	100.00	100.00
007	7	1250	131.25	3.13	131.25	3.13	100.00	100.00
008	8	1200	131.25	3.13	131.25	3.13	100.00	100.00
		10000	**1,050.00**	**25.00**	**1,050.00**	**25.00**	**800.00**	**800.00**



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MEETING OF

COMMUNITY CORPORATION NO 27620 INC

HELD ON: Saturday 14th March, 2020 at 10.30am

HELD AT: Hiears Real Estate, 370 Brighton Road, Hove SA 5048

LOT OWNERS:

UNIT 1/564 – ABSENT

UNIT 2/564 – Ayrton Black & Aradia Chapman PRESENT

UNIT 3/564 – Glen & Julie Williams – PRESENT

UNIT 4/564 – Peter Henderson – PROXY

UNIT 5/564 – Brenda Walsh – PROXY

UNIT 6/564 – Simon Walker – ABSENT

Unit 7/564 – Ashley and Angela Shaw – PROXY

Unit 8/564 – Rae Cooper & Bruce Eggins – PROXY

We have a quorum.

Jane Whittaker – Elders Brighton (Manager, Secretary, Treasurer)

MEETING COMMENCED AT 10.30am – EVERYONE WELCOMED

- **ANNUAL FINANCIAL STATEMENT** provided for all parties
- **COMMUNITY INSURANCE** was discussed. Elders have tried to obtain another quote but it appears comparable. Renewal comes up in November and it is agreed that we will not increase any cover, just maintain at same level.
- **INSURANCE CLAIM** – was made in February for damage to the dividing fence between unit 1 and the car parking area by an unknown party. Insurer paid 100% of claim only with a $300 excess. Unit 1 owners also had to pay 50% of the claim
- **GARDENS** – Shrubs adjacent letterboxes and along front pavement need pruning and also in front of individual units. Agent to arrange this and monitor to be attended to on a 3-6 monthly basis as necessary. Individual occupants will be followed up by agent to ensure they keep the small gardens in front of their units neat and tidy. Tenants in Unit 5 are particularly bad. Agent will address

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with them. Glen Williams (Unit 13) kindly makes sure that the main drain near the security gates is kept clear of debris from trees.

- **WASTE BINS** – Agent to notify tenants to bring their bins in off the footpath on the day of rubbish collection – not to leave them outside for days on end.

- **ELECTRIC GATES** – No major issues with the electric gates in some time

- **PAINTING** – AGS Painting & Decorating painted the dark exterior walls of all units (except Unit 8) last year and have now provided a quote for the white walls for consideration. All owners will be contacted to approve or decline the quote. Units 2 & 3 have accepted the quote and will proceed once all owners have decided so the work can be undertaken at the same time.

- **GUTTERS** – It is recommended that Units 1 & 5 have their gutters cleaned before the winter months – agent will contact owners to seek approval

- **BARKING DOG** – Unit 2 Owners will contact their management agent to address this issue. Tenant will be vacating in May

- **ANNUAL LEVY** $400 will remain the same for this year – invoices will be issued in the week commencing 10/8/20.

- **ELDERS REAL ESTATE** to continue as Community Corp Managers for the next 12 months – management fee to remain the same – no increase.

- The meeting was closed at 11:00am

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Minutes of Annual General Meeting

Community Corporation No. 27520 Inc.
564-566 Brighton Road South Brighton 5048

Held Online
On
Tuesday 24 August 2021 at 6:00pm

WELCOME
Meeting opened at 6:04pm. All those in attendance were welcomed to the meeting.
Rob van den Bos of Best Strata assisted the Corporation in the conduct of the meeting and recording the minutes.

A quorum was declared with 5 of the 8 owners present in person or by proxy.

ATTENDANCE LIST

Present in Person

Mr G & Mrs J Williams	Lot 003
Mr A & Ms A Shaw	Lot 007
Ms R Cooper & Mr B Eggins	Lot 008

Present by Proxy

Mr A Bland & Ms A Crossman	Lot 002 by proxy to Best Strata
Mr P Henderson	Lot 004 by proxy to Best Strata

In Attendance
Rob van den Bos representing Best Strata.

DISCLOSURE OF PECUNIARY INTEREST
The Manager advised that it is an offence to not disclose any direct or indirect pecuniary interest in a matter relating to the Corporation. Under the Community Titles Act 1996 (s85), a delegate of a Community Corporation who has a direct or indirect pecuniary interest in any matter to be voted on at the meeting must disclose the nature of the interest to the members present before a vote is taken.

PREVIOUS MINUTES
It was resolved that the minutes of the Annual General Meeting held on 13 March 2021 be accepted as an accurate record of that meeting. All agreed.

FINANCIAL STATEMENT
It was resolved that the financial statement for the period 1 July 2020 to 31 June 2021 be accepted as an accurate record of the Corporation's current financial position. All agreed.

ELECTION OF OFFICE BEARERS
It was resolved that the following appointments be made for the coming year;
Presiding Officer: Mr G Williams
Secretary: Ms A Shaw
Treasurer: Ms R Cooper
All agreed.

APPOINTMENT OF MANAGER
It was resolved that Best Strata be appointed to assist in the management of the Corporation for the following year. The following fees apply;

Management Fee	$ 1,408	per annum
Meeting Fee	$ 110	for business hours meetings, $154 for afterhours meetings
Overheads	$ 2.20	per lot per month
Audit Fee	$ 110	per annum
Tax Return Preparation	$ 132	per return
BAS Preparation	$ 88	per quarterly return
Bank Fees	At cost	

All agreed.

It was resolved that the Presiding Officer be authorised to examine the management agreement and to sign the agreement on behalf of the Corporation. All agreed.

It was resolved that Sharon Ellis of Best Strata be appointed as Public Officer for the Corporation and be authorised to deal with the Australian Taxation Office regarding all tax matters applicable to the Corporation. All agreed.

ARM Contractor Compliance
ARM Contractor Compliance is a third party company engaged by Best Strata. The company ensures that any contractor that is sent to the property to carry out any works is properly licensed, insured and holds a valid ABN. The charge is minimal, being approximately $4.50 per lot per annum. This service is optional, however if the Corporation wishes to opt out of this service, Best Strata will only send quote requests and work orders to a small group of contractors. If the Corporation wishes to use contractors outside of this group, they will need to issue any work orders and quote requests itself.

It was resolved that the Corporation employs the service of ARM Contractor Compliance to check the credentials of any contractors engaged by the Corporation at the property.

INSURANCE
Section 103 of the Community Titles Act 1996 requires the Community Corporation to keep all buildings and building improvements on the common property insured to their full replacement value.

Section 104 of the Community Titles Act 1996 requires the Community Corporation to keep itself insured against liability in tort to a minimum of $10 Million (Public Liability), hold fidelity guarantee insurance to a minimum of $50,000 and any other liability as determined by a special resolution of the Corporation.

The Corporation's current policy details are as follows;

Insurer:	CHU Underwriting Agencies
Policy Number:	ST503356
Renewal Date:	22/11/2021

Current Sums Insured are;

Common Property	$ 69,594.00
Public Liability	$ 20,000,000.00
Voluntary Workers Personal Acc	$ 200,000.00
Fidelity Guarantee	$ 100,000.00
Office Bearers Liability	$ 0.00
Building Catastrophe	$ 0.00

Excess on claims: $300
Flood included

It was noted that there was no insurance valuation on file.

Office Bearers' Liability Cover
The Manager informed the Corporation that Office Bearers' Liability cover was available under its insurance policy.
The Corporation declined to insure itself for Office Bearers' Liability. All agreed.

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Catastrophe Cover
The Manager informed the Corporation that Catastrophe cover was available under its insurance policy.
The Corporation declined to take out Catastrophe cover. All agreed.

Insurance Valuation / Review Sums Insured
The Manager informed the Corporation that it could obtain an insurance valuation to determine replacement value of the common property and individual lots. The estimated cost for this valuation is $330.

The Corporation declined to have an insurance valuation, and agreed to keep the common property sum insured amount at the existing amount at the next renewal date. All agreed.

Renewal / Placement
The Manager advised that it was still too far away from the insurance policy renewal date to obtain quotes. It was agreed that the Manager arrange quotes through Surewise Insurance Brokers closer to the renewal date and forward the quotes to the Presiding Officer (cc owners with email) for a decision. All agreed.

Product Disclosure Statement and Financial Services Guide
The Product Disclosure Statement and the Financial Services Guide are available to members of the Corporation by request to the Manager.

Lot Owners Homes
The Corporation's insurance does not cover buildings, building improvements and contents within a lot. Nor does it cover owners' legal liability within a lot. It is the responsibility of the owners to arrange this insurance.

Lot Owners Homes – Evidence of Insurance
Section 106 of the Community Titles Act 1996 states that where a building on a lot is providing an easement of support or shelter, the owner of the lot must insure the buildings on the lot to their full replacement value. The owner of the lot must provide evidence of their building insurance to the Community Corporation upon request.

It was resolved that all owners provide evidence of their insurance cover to the Community Corporation within 30 days of request by the Manager. The Manager is to distribute a request notice with the meeting minutes. All agreed.

MAINTENANCE
Owners are reminded that individual owners and not the Corporation are responsible for all maintenance within a lot. This includes ground maintenance, gutter cleaning, pest inspections and repairs and maintenance of all buildings and building improvements on the lot. The Corporation is only responsible for maintenance of the common property.

Common Property Maintenance

Grounds Maintenance
Mr G Williams from Unit 3 maintains the common property grounds and garden as well as clearing the stormwater drains in the common areas. In the past, Mr Williams has been paid an annual fee of $400 for his service. Owners agreed to continue with the arrangement. Mr Williams advised that he will not be charging for any maintenance done from now on.

Lot Maintenance
Although owners are responsible for maintenance within their lot, sometimes it is beneficial to arrange maintenance collectively.

Gutter Cleaning
It was noted that owners tend to their gutters themselves. The owners discussed various gutter matters which they were attending to individually.

Pest Inspection
It was noted that damage caused by termites was not an insured event in terms of the building insurance policy. It was further noted that no pest inspection was found on file.

The Corporation declined to have the lots inspected for termite activity this year.

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Yukka Plants
At the last AGM Jane Whittaker was appointed to organise a gardener to cut back the Yukka plants. It was confirmed that Mr Shaw would be attending to them and Mr Williams would coordinate the work.

BUDGET

Contributions
The Manager presented a budget estimate for the coming year and recommended that the administration levy increase to $4,200 per annum (from $3,200) and the sinking fund levy increase to $100 per annum (from $0).

After discussion it was resolved that annual contributions be as follows;

Administration Fund Contribution	$ 4,200.00
Sinking Fund Contribution	$ 100.00
Total Contribution	$ 4,300.00

The contribution is payable quarterly, divided equally and will commence on 1 October 2021. All agreed.

The Manager advised that if Corporation funds are insufficient to cover Corporation outgoings throughout the year a special levy will be raised.

Forward Budget
The Manager presented a forward budget to the Corporation pursuant to Section 113 of the Community Titles Act 1996 which requires the Community Corporation to present a statement of proposed non-recurrent expenditure at each Annual General Meeting. For a group of 7-19 lots, the statement needs to cover 3 years, and new information must be prepared every 3 years.

POLICIES & APPROVALS
The Manager advised that if an owner wishes to apply to the Corporation at any time other than the Annual General Meeting for an approval of any kind, for which a meeting is to be arranged, that owner, and not the Corporation, would be responsible for paying the meeting fee.

Policy - Overdue Contributions Interest & Fees
It was resolved that if an account remains overdue for 31 days, the unit owner will be required to pay interest to the Corporation at the rate of 10% per annum calculated from the due date until payment.

It was further resolved that any expenses, costs or disbursements incurred by the Community Corporation in recovering any outstanding monies including debt collection agency fees and solicitor's costs shall be recoverable from the unit owner. All agreed.

The Manager advised that Best Strata will charge an overdue account fee of $11 to an owner when their account is 31 days overdue and a reminder account is sent. Best Strata will charge a debt recovery transfer fee of $33 to an owner in the event of their account being transferred to a debt collection agency.

OTHER BUSINESS
There was no other business

NEXT ANNUAL GENERAL MEETING
The tentative date for the next Annual General Meeting is Wednesday 25 May 2022 at 5:30PM.

CLOSURE
Owners were thanked for their attendance.
The meeting was closed at 6:41pm.

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Minutes of Annual General Meeting

Community Corporation No. 27520 Inc.
564-566 Brighton Road South Brighton 5048

Held at Online or by Phone (GoToMeeting)
On
Wednesday 25 May 2022 at 6:00pm

WELCOME
Meeting opened at 6:00pm. All those in attendance were welcomed to the meeting.
The Presiding Officer, Mr G Williams, presided over the meeting. With the approval of the Corporation, Miranda Bauer of Best Strata assisted the Presiding Officer in the conduct of the meeting and recording the minutes.
A quorum was declared with 4 of the 8 lot holders in attendance in person or by proxy.

ATTENDANCE LIST

Present in Person

Mr D Trantino & Ms SToh	Lot 001
Mr G & Mrs J Williams	Lot 003
Mr A & Ms A Shaw	Lot 007 arrived at 6.15pm
Mr S & Mrs A Jolley	Lot 008

In Attendance
Miranda Bauer representing Best Strata.

DISCLOSURE OF PECUNIARY INTEREST
The Manager advised that it is an offence to not disclose any direct or indirect pecuniary interest in a matter relating to the Corporation. Under the Community Titles Act 1996 (s85), a delegate of a Community Corporation who has a direct or indirect pecuniary interest in any matter to be voted on at the meeting must disclose the nature of the interest to the members present before a vote is taken.

PREVIOUS MINUTES
It was resolved that the minutes of the Annual General Meeting held on 24 August 2021 be accepted as an accurate record of that meeting. All agreed.

FINANCIAL STATEMENT
It was resolved that the financial statement for the period 3 May 2021 to 31 March 2022 be accepted as an accurate record of the Corporation's current financial position. All agreed.

ELECTION OF OFFICE BEARERS
It was resolved that the following appointments be made for the coming year;

Presiding Officer:	Mr G Williams
Secretary:	Ms A Shaw
Treasurer:	Ms A Shaw

All agreed.

APPOINTMENT OF MANAGER
It was resolved that Best Strata be appointed to assist in the management of the Corporation for the following year. The following fees apply;

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Management Fee	$ 1,450	per annum
Meeting Fee	$ 154	for afterhours meetings, $110 for business hours meetings
Overheads	$ 2.30	per lot per month
Audit Fee	$ 110	per annum
Tax Return Preparation	$ 132	per return
Bank Fees	At cost	

All agreed.

It was resolved that the Presiding Officer be authorised to examine the management agreement and to sign the agreement on behalf of the Corporation. All agreed.

ARM Contractor Compliance

ARM Contractor Compliance is a third party company engaged by Best Strata. The company ensures that any contractor that is sent to the property to carry out any works is properly licensed, insured and holds a valid ABN. The charge is minimal, being approximately $4.50 per lot per annum. This service is optional, however if the Corporation wishes to opt out of this service, Best Strata will only send quote requests and work orders to a small group of contractors. If the Corporation wishes to use contractors outside of this group, they will need to issue any work orders and quote requests itself.

It was resolved that the Corporation employs the service of ARM Contractor Compliance to check the credentials of any contractors engaged by the Corporation at the property.

INSURANCE

Section 103 of the Community Titles Act 1996 requires the Community Corporation to keep all buildings and building improvements on the common property insured to their full replacement value.

Section 104 of the Community Titles Act 1996 requires the Community Corporation to keep itself insured against liability in tort to a minimum of $10 Million (Public Liability), hold fidelity guarantee insurance to a minimum of $50,000 and any other liability as determined by a special resolution of the Corporation.

The Corporation's current policy details are as follows;

Insurer:	Strata Community Insurance
Renewal Date:	15/11/2022

Current Sums Insured are;

Common Property	$ 69,594.00
Public Liability	$ 20,000,000.00
Voluntary Workers Personal Acc	$ 200,000.00
Fidelity Guarantee	$ 100,000.00
Office Bearers Liability	$ 0.00
Catastrophe	$ 0.00

Excess on claims: $300
Flood cover is included

It was noted that there was no insurance valuation on file.

Insurance Valuation / Review Sums Insured

The Manager informed the Corporation that it could obtain an insurance valuation to determine replacement value of the common property and individual lots. The estimated cost for this valuation is $330.

It was resolved that the Corporation have an insurance valuation and at the next renewal date endorse the insurance policy to the greater of the valued amount or the existing building sum insured amount. All agreed.

Office Bearers' Liability Cover

The Manager informed the Corporation that Office Bearers' Liability cover was available under its insurance policy. The Corporation declined to insure itself for Office Bearers' Liability. All agreed.

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Catastrophe Cover
The Manager informed the Corporation that Catastrophe cover was available under its insurance policy.
The Corporation declined to take out Catastrophe cover. All agreed.

Renewal / Placement
The Manager advised that it was still too far away from the insurance policy renewal date to obtain quotes. It was agreed that the Manager arrange quotes through Surewise Insurance Brokers closer to the renewal date and forward the quotes to the Presiding Officer (cc owners with email) for a decision. All agreed.

Product Disclosure Statement and Financial Services Guide
The Product Disclosure Statement and the Financial Services Guide are available to members of the Corporation by request to the Manager.

Lot Owners Homes
The Corporation's insurance does not cover buildings, building improvements and contents within a lot. Nor does it cover owners' legal liability within a lot. It is the responsibility of the owners to arrange this insurance.

Lot Owners Homes – Evidence of Insurance
Section 106 of the Community Titles Act 1996 states that where a building on a lot is providing an easement of support or shelter, the owner of the lot must insure the buildings on the lot to their full replacement value. The owner of the lot must provide evidence of their building insurance to the Community Corporation upon request.

It was resolved that all owners provide evidence of their insurance cover to the Community Corporation within 30 days of request by the Manager. The Manager is to distribute a request notice with the meeting minutes. All agreed.

MAINTENANCE
Owners are reminded that individual owners and not the Corporation are responsible for all maintenance within a lot. This includes ground maintenance, gutter cleaning, pest inspections and repairs and maintenance of all buildings and building improvements on the lot. The Corporation is only responsible for maintenance of the common property.

Common Property Maintenance

Grounds Maintenance
It was discussed that in previous years Mr G Williams had received an annual payment of $400.00 for maintaining the common grounds. The Manager was advised that Mr G Williams had not received a payment since 2020 and it had previously been agreed that owners/residents would maintain the common gardens. Mr G Williams advised that he still attends to clearing the stormwater drains when required and removes any tree branches overhanging the footpath.

Front Electric Gate
It was discussed that the right hand side gate is not working. The Manager presented quotes from JMH Gates and Garage Doors totalling $7,590.00 and Automatic Solutions totalling $3,313.00. After discussion it was agreed to accept the quote from Automatic Gate Solutions at a total cost of $3313.00. It was further agreed the Mr G Williams will arrange to have override keys cut and issue 2 to each property owners. Mr G Williams to forward key cutting receipt to the Manager for reimbursement. It was agreed that a Special Levy be raised to cover the cost, each owner to be levied $414.25.

Yucca Removal
It was noted that in March 2022 Taking Care of Trees removed 6 Yucca trees from the common property at a cost of $1,850.00.

Lot Maintenance
Although owners are responsible for maintenance within their lot, sometimes it is beneficial to arrange maintenance collectively.

Gutter Cleaning
It was noted that individual owners are responsible to arrange their gutter cleaning.

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Pest Inspection
It was noted that damage caused by termites was not an insured event in terms of the building insurance policy. It was noted that no pest inspection was found on file.

The Corporation declined to have the lots inspected for termite activity this year.

BUDGET

Contributions
The Manager presented a budget estimate for the coming year and recommended that the administration levy increase to $5,000.00 per annum (from $4,200) and the sinking fund levy remain at $100.00 per annum.

After discussion it was resolved that annual contributions be as follows;

Administration Fund Contribution	$ 5,000.00
Sinking Fund Contribution	$ 100.00
Total Contribution	$ 5,100.00

The contribution is payable quarterly, divided equally and will commence on 1 July 2022. All agreed.

The Manager advised that if Corporation funds are insufficient to cover Corporation outgoings throughout the year a special levy will be raised.

Forward Budget
The Manager presented a forward budget to the Corporation pursuant to Section 113 of the Community Titles Act 1996 which requires the Community Corporation to present a statement of proposed non-recurrent expenditure at each Annual General Meeting.

POLICIES & APPROVALS
The Manager advised that if an owner wishes to apply to the Corporation at any time other than the Annual General Meeting for an approval of any kind, for which a meeting is to be arranged, that owner, and not the Corporation, would be responsible for paying the meeting fee.

OTHER BUSINESS

Private Gardens
It was noted that Conifers are planted throughout the Corporation. Owners are requested to monitor the Conifers as it has been noticed that some are decaying and may snap causing property damage.

Visitor Parking Bays
It was discussed that a resident within the Corporation approached another resident telling them they had to move their car from a visitor car space as it was their car space. Owners and residents are reminded that each Lot has only one allocated car space, garage or carport. Visitor parking spaces located next to a Lot are not for the exclusive use of the closest resident.

NEXT ANNUAL GENERAL MEETING
The tentative date for the next Annual General Meeting is Wednesday 24 May 2023 at 6:00pm at Online or by Phone (GoToMeeting).

CLOSURE
Owners were thanked for their attendance.
The meeting was closed at 7.09pm.

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MINUTES OF MEETING

13/3/2021 10.30AM AGM COMMUNITY CORP 27520

364-366 BRIGHTON ROAD, SOUTH BRIGHTON

REPRESENTATION:

Jane Whitaker & Garry Whitaker (Chair & Secretary)

UNIT 1: (TRANTINO)	PRESENT – Su Sim Teh
UNIT 2: (BRANDY/CROSSMAN)	PRESENT BY PHONE CONNECTION Alix Crossman
UNIT 3: WILLIAMS	PRESENT – Glen and June Williams
UNIT 4: HENDERSON	PROXY
UNIT 5: WISHART	PROXY
UNIT 6: WALKER	ABSENT
UNIT 7: SHAW	PRESENT Ashley & Angela Shaw
UNIT 8: COOPER/FEGGINS	PROXY

REPRESENTED UNITS FORM A QUORUM

AGENDA:

- GARDENS - UNIT 5 OWNER BRIGHT WISHART SUGGESTS CUTTING TREES DOWN THAT SIT IN FRONT OF EACH PROPERTY AS THEY ARE OVER GROWN AND HE IS CONCERNED ABOUT ANY DAMAGE TO PROPERTY IF THEY ARE ALLOWED TO GROW UNMANAGED. It was agreed to have a gardener attend to cut tops form Yukkas – owners do not think the root system is invasive. Glen Williams has been removing lower dead growth as part of the overall garden maintenance he provides. JW will arrange for a gardener to attend to this pruning.

- EXTERNAL PAINTING – WAS AGREED TO LAST YEAR BY THE FOLLOWING UNIT OWNERS AND WAS NOT COMPLETED – IS THIS A PROJECT COMMITTEE DO NOW & CAN WE SCHEDULE IT IN FOR COMMENCEMENT AS SOON AS POSSIBLE? PRICE QUOTED PREVIOUSLY WAS $550. NOW IS A $1150 (INC GST) There has been a price increase in paint so cost accordingly is adjusted to $1150 for Units 1 & 8 which have a greater surface area facing driveway and street. All other units are at a cost of $600. Following the meeting all owners were contacted and have unanimously agreed to have the painting undertaken. AGS Painting will schedule for last week of March and work may take up to 2 weeks to complete. All occupants in units have been notified regarding access and request to keep areas clear for painting to be done. Invoices will be sent to owners on completion for payment.

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- ANNUAL FINANCIAL STATEMENT & SETTING OF FEES (CURRENTLY $400 PER UNIT PA) – With no major costs incurred last year the Body Corporate balance sits at $7[illegible]. It was agreed that this year's contributions remain the same as it is better to have a credit balance than run short. If something unforeseen comes up for payment during the year, invoices will be sent to owners for payment in due course.

- ANNUAL COMMUNITY INSURANCE – last year paid $[illegible]. cover expires 1/11/2021 and will be reviewed when renewal time arrives.

- ONGOING GARDEN MAINTENANCE – Glen Williams Unit 3 will continue to maintain common grounds and gardens and clear stormwater drains in common areas and will be paid an annual fee of $400.

- APPOINTMENT OF NEW MANAGER FOR COMMUNITY CORP DUE TO RESIGNATION/RETIREMENT BY ELDERS BRISBANE – None of the attending members are prepared to take over the role of Body Corporate Manager. Enquiries will be made by JW and quotes requested from other professional management groups. Once available these will be provided to all the Members of the group for a vote on selection of new Manager.

The meeting concluded at 17:00pm. All thanked for their attendance.

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Insurance (Underwriting Agency) Pty Limited
ABN 55 [illegible] AFSL No. [illegible]

ELDERS INSURANCE ADE & HILLS

54-56 KENSINGTON ROAD
ROSE PARK SA 5067

Phone 08 8364 9400
Fax 08 8364 9489

RECEIVED
[illegible]
BY: .....

3rd November 2021

COMMUNITY CORPORATION 27523 INC
BEST STRATA
J27 / 188 FULLARTON RD
DULWICH 5065

Dear SIR / MADAM

As your insurance intermediary I am pleased to confirm Renewal of your insurance through Elders Insurance (Underwriting Agency) Pty Limited.

The protection of your assets is important so please check the details on the renewal invoice carefully and notify me immediately if you have any questions or concerns.

To ensure you remain insured, it is important that we receive payment of your premium prior to 22/11/21.

If payment is not received your insurance will expire at 4pm on 22/11/21, which will mean that you will not have any insurance cover in place.

Payment of your premium can be made easily via one of the following methods:

BPAY – a time and cost effective way to pay your premium
Pay your total premium via BPAY. Simply contact your participating financial institution to make this payment by either the internet or telephone from your cheque or savings account. You will need to use the Reference Number located at the bottom of Page 1 of your schedule when making this payment.

Credit Card
You can pay your premium over the phone or in person with your Visa or Mastercard.
Simply call into our office or provide your credit card details by telephone on 08 8364 9400

Cheque
Pay your total premium by sending us a cheque. Use the tear off slip from Page 1 of your schedule, make your cheque payable to Elders Insurance (Underwriting Agency) Pty Limited and send it to the address listed at the top of this page.

Premium Funding
Funding can be arranged for your insurance. Please contact me or our office to discuss this option.

Alternatively you can bring the slip at the bottom of Page 1 of your schedule into our office and pay your total premium by cash.

Elders Insurance understands the varying needs of our customers and are proud to provide local, face-to-face service. If I can help you with any further insurance needs, please contact me on 08 8364 9400 or drop into the office any time and I will be happy to discuss them with you.

Yours faithfully,

ELDERS INSURANCE ADE & HILLS

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RENEWAL AND TAX INVOICE

Elders Insurance (Underwriting Agency) Pty Limited has arranged renewal of the following insurance cover.
This notice becomes a tax invoice when payment is received with premium payable on the policy due date.

For Enquiries Telephone : 08 8364 8400

Client Address

COMMUNITY CORPORATION 27920 IN
BEST STRATA
U2 / 188 FULLARTON RD
DULWICH 5065

Insurance Intermediary

ELDERS INSURANCE ADF & HILS
54-58 4FHS NORTON ROAD
ROSE PARK SA 5067

ABN 41 152 662 625

For Insured

COMMUNITY CORPORATION NO 27920 INC

Underwriter or Insurer

CHU UNDERWRITING AGENCIES PTL

Our Reference No. Type of Insurance
CX.DRS.1967920 Residential Strata

Period of Insurance
22/11/21 to 22/11/22 at 4.00pm

Insured Value / Total Policy Fee
$7,000,000

APN 1900158020

You should read the Policy Wording carefully to ensure the Policy provides the cover you require. If you do not hold a copy of the current Policy Wording, please advise us and we shall arrange for you to receive a copy.

Nothing should be read as overriding the Terms, Conditions and Exclusions of the Policy wording. We recommend you read the Policy wording and discuss with us any matters that are unclear or of concern to you or which are not in accordance with your requirements.

IMPORTANT NOTICES
Please refer to the Important Notices on the last page of this Schedule.

Received 2021/3322

Detach ..... Centre/cut Sel

Payment Advice

Simply by ☐ Visa ☐ Mastercard

Expiry Date: ___ / ___

Card Number

Cardholder's Name _____

or the Amount of: $ _____

Signature: _____ Date: ___ / ___ / ___

Our Reference No. Client No. Agent
CX.DRS.1967920 1958920 [illegible]

COMMUNITY CORPORATION NO 27920 INC

Total Premium Payable $877.24

Forward Payment to:

PO BOX 4116
NORWOOD SOUTH SA 5067

BPAY

Call your card issuing financial institution to make this payment from your credit card or cheque or savings account via BPAY.

Biller Code: 38069 Reference: 219678208

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[illegible] POLICY DETAILS [illegible]

Residential Condo Effective Date: 03/01/21

Location of Risk: [illegible] 501 BRIGHTON BOUL, [illegible] NJ [illegible]

PROPERTY IN ROW DTC

[illegible]

[illegible]

1	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	[illegible]
	[illegible]	
2	[illegible]	520,000,000
3	[illegible]	5200,000/52,000
4	[illegible]	[illegible]
5	[illegible]	[illegible]
6	[illegible]	[illegible]
7	[illegible]	[illegible]
	[illegible]	[illegible]
	Accommodations/Storage	
8	PART A - [illegible]	[illegible]
	PART B - [illegible]	[illegible]
	[illegible]	
	PART C - [illegible]	[illegible]
	[illegible]	Included
	[illegible]	
	[illegible]	

[illegible] SUBJECT THROUGHOUT TO THE TERMS.
[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Premium	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]			

Premium for this period: $577.28

[illegible] ATTACHED POLICY DETAILS [illegible]

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IMPORTANT NOTICES

Please carefully read the following important information and contact your insurance intermediary if you require further assistance or explanation.

Your Duty of Disclosure

Before you enter into a contract of General Insurance with us you have a duty under the Insurance Contracts Act 1984, to disclose to us every matter that you know, or could reasonably be expected to know is relevant to our decision whether to accept the risk of insurance and, if so, on what terms.

You have the same duty to disclose those matters to us before you renew, extend, vary or reinstate a contract of General Insurance.

Your duty however does not require disclosure of matter

That diminishes the risk to be undertaken by us

That is of common knowledge.

That we know or, in the ordinary course of our business, ought to know

As to which compliance with your duty is waived by us.

Non-disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

Your Duty of Disclosure applies to every person or organisation who is insured under the policy.

Before you renew or alter this policy with us

The information you must disclose includes (but is not limited to)

Changes of Address;

Criminal convictions;

Damage to or poor condition of any property covered by this policy

Alterations to property which affects its security or structural integrity

Accidents that have occurred to the covered property in the previous 12 months

Circumstances of any legal action that may have been made or threatened against you.

Threats of violence made against you or your property.

If you have covered a motor vehicle under this policy:

Convictions for driving under the influence of alcohol or a drug;

Physical impairments you have had in the past 12 months that will interfere with your ability to operate a motor vehicle

Change of regular drivers of the motor vehicles covered

Additional modifications to motor vehicles.

If you do not disclose the above information we may be entitled to reduce our liability under the contract in respect of a claim or may cancel the contract. If you have fraudulently not disclosed the above information we may also have the option of avoiding the contract from its beginning.

Serv. Fee

The Intermediary Service Fee is invoiced for and on behalf of the insurance intermediary

FSL/ESL

Where applicable, Fire Service Levy (FSL) is applied to each policy according to the respective laws of each state. For NSW policies only, this will include Emergency Services Levy (ESL) effective from 1 July 2009.

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Insurance

Financial Services Guide

Issue Date 1 July 2021

This Financial Services Guide ("FSG") is provided by the authorised representative referred to in the Authorised Representative Profile section at the end of this FSG. In this FSG, 'we', 'us' and 'our' refer to the authorised representative.

You have the right to ask us about the type of advice we will give you, our charges and what you can do if you have a complaint against our services.

[illegible]

Elders Insurance (Underwriting Agency) Pty Limited (ABN: 55 138 870 026, AFSL: 340965) is not independent, impartial or unbiased when distributing and/or advising on general insurance products (including when providing any form of financial advice, whether it is personal advice or general advice) because Elders Insurance (Underwriting Agency) Pty Limited is appointed and remunerated by QBE Insurance (Australia) Limited (ABN: 78 003 191 035, AFSL: 239545), the product issuer.

[illegible]

This FSG informs you of certain key matters relating to our relationship prior to our providing you with a financial service. This FSG contains important information required under the Corporations Act 2001.

The matters covered by the FSG include:

- who we are;
- how we can be contacted;
- what services we are authorised to provide to you;
- how we (and any other relevant parties) are remunerated;
- details of any potential conflicts of interest; and
- details of the internal and external dispute resolution procedures of Elders Insurance (Underwriting Agency) Pty Limited and how you can access them.

This FSG is intended to help you in determining whether to use any of the services described below.

Statement of Advice

We are authorised to give personal advice. This is advice that takes into consideration your relevant personal circumstances, objectives, financial situation and/or needs.

Whenever we provide you with personal advice on Personal Accident & Illness insurance we will provide you with a Statement of Advice which shows you the amount of remuneration we will receive, any associations that exist between any of the interested parties and any potential conflicts of interest, plus the actual advice and the basis on which it was provided.

Product Disclosure Statement

If we make a recommendation to acquire a particular financial product, we will provide you with a *Product Disclosure Statement* ("PDS"). This will contain information about the particular product which will enable you to make an informed decision in relation to the acquisition of that product.

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Insurance

[redacted]

The key information you need to know is set out in the questions and answers below.

Who is the authorised representative?	Please refer to the Authorised Representative Profile section at the end of this FSG.
Who is responsible for the financial services provided to me?	Elders Insurance (Underwriting Agency) Pty Limited is responsible for the financial services provided including the distribution of this Financial Services Guide (FSG). Elders Insurance (Underwriting Agency) Pty Limited ABN 96 138 879 030 Australian Financial Services License No: 340965 Level 9, 400 King William Street Adelaide, South Australia 5000
What financial services are you authorised to provide me?	The authorised representative is authorised by Elders Insurance (Underwriting Agency) Pty Limited to provide advice and deal in general insurance products. In this FSG we refer to a General Insurance Policy as a 'policy'.
Who do you act for when you provide financial services to me?	Our products are underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035, AFSL 239545 (referred to as QBE or the insurer). When dealing in general insurance products, QBE as the insurer of the product and we as their agent, do not act on your behalf. When we issue, vary or cancel a general insurance policy, we are acting on behalf of the insurer. In addition, when we settle claims relating to these policies, we are also acting on behalf of the insurer.
How are you paid for the services provided?	We receive commission which is paid by the insurer when you purchase a product we arrange. This payment ranges from 4% to 27% of the total premium you pay. Our authorised representatives and employees receive an annual salary and may receive a bonus for achieving certain profitability targets. You may also incur a service fee for any advice provided on a policy. For personal and business pack insurance, this charge is up to $99 and for farm, business, liability, and commercial property insurance, this charge is up to $990, including GST. This fee is charged in addition to the premium you pay for the insurance and maximum fee will be at the discretion of advice and service provided. Elders Insurance (Underwriting Agency) Pty Limited pays Elders Rural Services Australia Limited ABN 72 004 045 122 a Network Access Fee equal to 1.25% of the base premium for the right to market, distribute and sell products under the Elders brand.

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	Where someone else has referred you to us, they may be paid a fee, commission or other benefit in relation to that referral. You may request particulars of the actual remuneration (including commission) or other benefits at any time after you are given this FSG.
Do any relationships or associations exist which might influence you in providing me with the financial services?	Elders Insurance (Underwriting Agency) Pty Limited is 55% owned by QBE Holdings (AAP) Pty Limited ABN 26 000 005 881 and 20% owned by Elders Rural Services Australia Limited. QBE Holdings (AAP) Pty Limited and QBE Insurance (Australia) Limited are members of the QBE Insurance Group Limited.
Will you give me advice that is suitable to my needs and financial circumstances?	Yes, if you provide us with details of your relevant personal circumstances, objectives, financial situation and needs and any other relevant information so that we can offer you the most appropriate advice possible. You have the right to not give us this information. However, if you do not give us sufficient information the advice you receive may be inappropriate to your needs. We are required to warn you that in that situation our advice may be based upon incomplete or inaccurate information and may therefore be inappropriate for your personal circumstances, objectives, financial situation and needs. If you do not wish to receive our advice in relation to your specific personal circumstances, we can arrange policies for you according to your specific instructions.
What information do you maintain in my File and can I examine my File?	We maintain a record of your personal profile including details of your relevant personal circumstances, objectives and general insurance needs. We also maintain records of any recommendations made to you and any policies purchased by you. We are committed to implementing and promoting a privacy policy, which will ensure the security and security of your personal information. A copy of the Elders Insurance (Underwriting Agency) Pty Limited privacy policy is available from any Elders Insurance office or from our website www.eldersinsurance.com.au/Privacy. If you wish to examine your file please ask us and we will make arrangements for you to do so.
How can I give you instructions about my Financial Product/s?	You can give instructions to us by telephone, email, face to face, or fax.

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Elders

Insurance

What should I do if I have a complaint about the financial services provided to me?	All complaints related to Elders Insurance (Underwriting Agency) Pty Limited are managed through the QBE complaints and disputes process. Our complaints and disputes resolution service is available to you free of charge. **What to do if you have a complaint?** 1. Please contact the authorised representative dealing with your matter and they'll try to resolve your complaint. You can also contact our Customer Care Unit directly. When you make your complaint, please provide as much information as possible including your policy number and/or claim number. If you've contacted the Customer Care Unit directly, where appropriate, they'll refer your complaint to a manager in the relevant business area to resolve within 5 business days. **How to contact our Customer Care Unit** Phone: 1300 650 502 (Monday to Friday from 9am to 5pm, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges. Email: complaints@qbe.com Post: Customer Care Unit GPO Box 219 PARRAMATTA NSW 2124 If your complaint can't be resolved to your satisfaction by a manager in the relevant business area, then the Customer Care Unit will review the matter. The Customer Care Unit has 10 business days to complete the review. This is known as a Stage 1 review. 2. Should the Customer Care Unit be unable to resolve your complaint, they'll escalate it for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist in QBE's Dispute Resolution Team. This is known as a Stage 2 review.
Professional Indemnity Policy	The authorised representative has a professional indemnity (PI) policy in place which satisfies the requirements for the compensation arrangements under section 912B of the Corporations Act 2001. The PI policy covers the authorised representative and its employees (including former employees) for claims made against them by clients as a result of their conduct in the provision of financial services.
What if I have any further questions?	If you have any further questions about the financial services Elders Insurance (Underwriting Agency) Pty Limited provides, please contact the authorised representative on the contact details attached.

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Elders

Insurance

Please retain this document for your reference.

[redacted]

The financial services referred to in this guide are provided by:	Ms Danielle Shannon is the person who is providing the financial services to you. Their ASIC Authorised Representative Number is 250230. They are referred to in this document as "the authorised representative". The authorised representative has completed competency training at Tier 1 level for General Insurance. The authorised representative is an employee of RA Christian Insurance Agencies Pty Ltd trading as ELDERS INSURANCE ADELAIDE AND HILLS, ABN 41 152 852 [illegible], ASIC Authorised Representative Number 41 [illegible] and its address is 54-56 Kensington Road, ROSE PARK SA 5067, the "Corporate Authorised Representative". The authorised representative and the Corporate Authorised Representative are authorised representatives of Elders Insurance (Underwriting Agency) Pty Ltd and

[illegible]	PRIMARY DOCUMENT	PROJECT NAME	[illegible]	APPROVED: [illegible]	C27520
PLAT FILE	[illegible]	PROJECT	[illegible]	DATE: [illegible]	SHEET 1 OF 3
LAST PLOT	[illegible]	DEVELOPMENT NO.	[illegible]		[illegible]

AGENT ENTITY: [illegible]
[illegible]
[illegible]
[illegible]
[illegible]

SURVEYOR'S CERTIFICATION: [illegible]

AGENT CODE: [illegible]

REFERENCE: [illegible]

SUBJECT TITLE INFORMATION

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	SUBDIV	PHASE	NUMBER	FUNCTIONAL DIVISION	TOWN	REFERENCE NUMBER
[illegible]	[illegible]	[illegible]		ALL PARCELS	[illegible]	[illegible]	[illegible]	[illegible]		
[illegible]	[illegible]	[illegible]		ALL PARCELS	[illegible]	[illegible]	[illegible]	[illegible]		

OTHER TITLES AFFECTED:

EASEMENT INFORMATION

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	DIMENSIONS	MAXIMUM	LOCATION

ADDITIONAL INSTRUCTIONS: [illegible]

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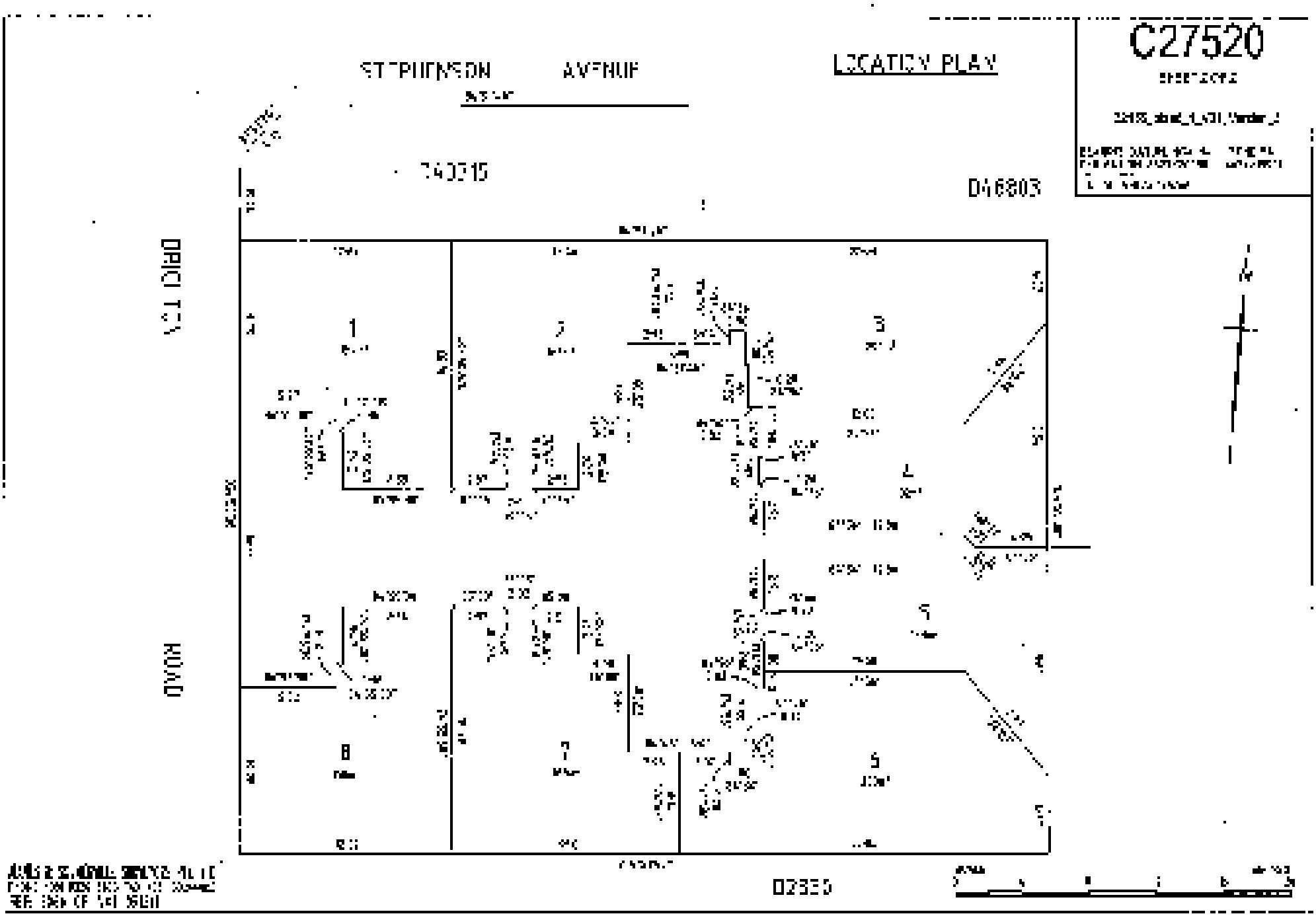

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LOT ENTITLEMENT SHEET

C 27520

LOT	LOT ENTITLEMENT	SUBDIVIDED
1	1200	
2	1200	
3	1433	
4	1128	
5	1438	
6	1420	
7	1284	
8	1200	
AGGREGATE	10000	

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DocuSign Envelope ID: C4A9AF41-3561-4B79-B22A-855C38F1A73C

RESOLUTIONS

COMMUNITY CORPORATION NO 27520 INC.
at 564-566 Brighton Road, SOUTH BRIGHTON SA 5048

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

Date of Meeting	Details
24/8/2021	Policy - Overdue Contributions Interest & Fees It was resolved that if an account remains overdue for 31 days, the unit owner will be required to pay interest to the Corporation at the rate of 10% per annum calculated from the due date until payment. It was further resolved that any expenses, costs or disbursements incurred by the Community Corporation in recovering any outstanding monies including debt collection agency fees and solicitor's costs shall be recoverable from the unit owner. All agreed. The Manager advised that Best Strata will charge an overdue account fee of $11 to an owner when their account is 31 days overdue and a reminder account is sent. Best Strata will charge a debt recovery transfer fee of $33 to an owner in the event of their account being transferred to a debt collection agency.
25/05/2022	No Resolutions

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Orig. LF 11834079A

14:21 12-Oct-2012

LF

LANDS TITLES REGISTRATION OFFICE

LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

BELOW THIS LINE FOR AGENT USE ONLY

Lodged by:

479

DELIVERY INSTRUCTIONS

TENTS	AGENT CODE

CORRECT AS

REGISTRAR-GENERAL

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TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

BY-LAWS DEVELOPMENT NO. 10/04/01

BY – LAWS

COMMUNITY PLAN NO 27520

564 BRIGHTON ROAD SOUTH BRIGHTON 5048

Certificate as to preparation of By-Laws
Certified correctly prepared in accordance with the requirements of the Community Titles Act 1996 by the person who prepared the document/Officer of the Community Corporation

Hubert Bruce Woodward
Registered Conveyancer: 92 Carrington St Adelaide 5000

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INDEX

BY-LAW NO	DESCRIPTION
1.	*Administration, Management and Control of Common Property*
2.	*Use and Enjoyment of the Common Property*
3.	*Use and Enjoyment of Community Lots*
4.	*Maintenance and Repair of Buildings*
5.	*Maintenance of Community Lot*
6.	*Disturbance*
7.	*Insurance of Community Corporation*
8.	*Building Insurance*
9.	*Public Liability Insurance*
10.	*Pets*
11.	*Internal Fencing*
12.	*Offence*
13.	*Community Corporation's Right to Recover Money*
14.	*Interpretation*

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COMMUNITY TITLES ACT, 1996
BY-LAWS OF COMMUNITY SCHEME

[The terms of these By-laws are binding on the Community Corporation, the owners and occupiers of the community lots comprising the scheme and persons entering the community parcel. These By-laws may only be amended or revoked by special resolution of the Community Corporation in accordance with Section 30 of the Community Titles Act and Regulations]

1. Administration, Management and Control of Common Property

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

2. Use and Enjoyment of the Common Property

2.1 The common property is subject to the Act and these By-laws for the common use, access, and enjoyment of residents in the Community Scheme.

2.2 A person must not, without the authorisation of the Community Corporation, damage or interfere with a structure, tree or garden on the Common Property.

2.3 A person must not without the authorisation of the Community Corporation, deposit any object or material on the Common Property if it is likely to be hazardous or offensive to other persons using or adjacent to the Common Property.

3. Use and Enjoyment of Community Lots

3.1 Buildings erected on a Community Lot shall be used for residential purposes unless another alternative use has been approved by the Community Corporation and the Council.

4. Maintenance and Repair of Buildings

The owner of a community lot must maintain and keep in good repair buildings and structural improvements on the lot (including paintwork and external finishes).

5. Maintenance of Community Lot

5.1 The owner of a community lot must keep the lot in a clean and tidy condition.

5.2 The owner of a community lot must:-

5.2.1 store garbage in an appropriate container that prevents the escape of unpleasant odours; and

5.2.2 comply with any requirements of the Council for the disposal of garbage.

5.2.3 The garbage container must be located within each owners community lot except on garbage collection days

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6. Disturbance

6.1 The owner of a community lot must not engage in conduct that unreasonably disturbs the occupier of another community lot or others who are lawfully on a community lot of the Common Property.

6.2 The owner of a community lot must ensure, as far as practicable, that persons who are brought or allowed onto the community lot or the common property by the owner do not engage in conduct that unreasonably disturbs the occupier of another community lot or others who are lawfully on a community lot or the Common Property.

7. Insurance by Community Corporation

7.1 The Community Corporation shall effect such insurance as is required by Sections 153 and 154 of the Act but shall not be responsible for insuring buildings and other improvements on individual community lots.

7.2 An owner or occupier of a community lot must not, except with the approval of the Community Corporation, do anything that might:-

7.2.1 void or prejudice insurance effected by the Community Corporation; or

7.2.2 increase any insurance premium payable by the Community Corporation.

8. Building Insurance

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

9. Public Liability Insurance

The owner of each community lot shall effect and keep current in respect of their community lot a Public Risk Policy in a sum of not less the $1 million dollars and must provide the Community Corporation as requested by the Community Corporation from time to time, evidence of a current policy of insurance effected by the proprietor in terms of this By-law.

10. Pets

10.1 An owner of a community lot is entitled:-

10.1.1 to keep a maximum of one cat and/or one dog on a community lot; and

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

10.2 An owner of a community lot must not keep an animal or bird on a community lot except as authorised by this section of the corporation.

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11. Internal Fencing.

The provisions of The Fences Act 1975 (as amended) shall apply as between the owners of adjoining community lots.

12. Offence

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

Maximum Penalty: $500.00

13. Community Corporation's Right to Recover Money

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

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

13.3 The costs, charges and expenses recoverable by the Community Corporation shall include without limitation, those expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration costs in connection with those events.

13.4 The Community Corporation may charge interest on any overdue monies owed by a proprietor or occupier of a lot to the Community Corporation at the rate of TWO PER CENT (2%) per annum above the rate quoted by the Community Corporation's Bankers on overdraft accommodation less than $100,000.00, calculated on daily balances commencing from the day that the money becomes due for payment provided any interest charged is in accordance with Regulation 20 of the Act.

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14. Interpretation

In these By-laws

14.1 "Act" means the Community Titles Act 1995 as amended.

14.2 "Community Corporation" means the Community Corporation created by the Deposit of the Plan of Community Division in respect of which these By Laws are lodged.

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

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

14.5 "occupier" of a community lot includes, if the lot is unoccupied, the owner of the lot.

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

14.7 "Council" means City of Holdfast Bay

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Orig. LF 11834079

14:21 12-Oct-2012

LF

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LANDS TITLES REGISTRATION OFFICE

LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE ABOLITION OF FORMS

BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

BELOW THIS LINE FOR AGENT USE ONLY

STAMP BOX

PICK UP NO

DATE

DATE OF 27520

REGISTRATION

PASSED

REGISTRARS SIGNATURE

ITEMS

AGENT CODE

DocuSign Envelope ID: C4A9AF41-3561-4B79-B22A-855C38F1A73C

Rob Woodward

From: [illegible]
Sent: Thursday 1 November 2022 [illegible]
To: Rob Woodward
Subject: RE: 110/[illegible]/11 304 Brighton Road Brighton

Rob

Council has reviewed your request along with respect to the development undertaken on the subject site, including associated land use development applications 110/[illegible]/22 and 120/[illegible]/13 to which it has determined that all approvals and construction associated with the division of the land are in accordance with the Scheme Description.

Please forward this on to the Registrar-General's Office for their records.

Kind regards

HOLDFAST BAY

Dean Spiesic
Development Officer Planning
Direct [illegible]
P [illegible]
E [illegible]

Brighton Civic Centre
24 Jetty Road, Brighton SA 5048

www.holdfast.sa.gov.au

From: Rob Woodward [mailto:[illegible]@benchmarkproperty.com]
Sent: Tuesday, 23 October 2012 [illegible]
To: Dean Spiesic
Subject: 110/[illegible]/11 304 Brighton Road Brighton

Good afternoon Dean,

The Registrar-General's Office document examiner has requested that the Council confirm (in writing) that the works specified in the Scheme Description to be undertaken by the developer have been completed, or advise that these works have been completed.

I have attached a copy of the Scheme Description amended to reflect the current position for your information along with a stamp you provided with the original Scheme Description. A stamp along the lines of this example indicating the works have been completed would be sufficient for the purposes of the Land's Title Office examiner. Please contact me if you require any further assistance.

Kind regards

[illegible]

Rob Woodward
Benchmark Property Services

DocuSign Envelope ID: C4A9AF41-3561-4B79-B22A-855C38F1A73C

Terms of Instrument Not Checked By Lands Titles Office

Development No: 11/0104/11
Community Plan No: 275220

COMMUNITY SCHEME DESCRIPTION

COMMUNITY PLAN NO. 275220

564 Brighton Road
South Brighton SA 5048

Certificate as to preparation of Scheme Description
Certified correctly prepared in accordance with the requirements of the Community Titles Act 1993 by the person who prepared the documentation for the Community Corporation

Robert Bruce Wadewitz
Registered Conveyancer:
32 Carrington St Adelaide 5000
Ref: BRS 1010

DocuSign Envelope ID: C4A9AF41-3561-4B79-B22A-855C38F1A73C

Terms of Instrument Not Provided By Lands Titles Office

Development No: 1 ux:04191
Community Plan No: 27520

COMMUNITY SCHEME DESCRIPTION

PLAN NO. 27520

587 Brighton Road, South Brighton SA 5048

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2. Purposes for which the Lots and Common Property may be used — Page 3
3. Standard of Buildings and other Improvements — Page 3
4. Obligations to develop Community Lots — Page 3, 4
5. Original Lot owner's obligations to improve or develop the Common Property — Page 4
6. Development Conditions pursuant to the Development Act 1993 — Page 4
7. Other Important features of the scheme — Page 4
8. Other information required by the regulations — Page 4
9. Definitions and Interpretations — Page 5
10. Execution by Original Lot Owner — Page 5
11. Enforcement by Development Authority — Page 5

Annexure 1 – Development Approval of Council — Pages

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Form of Instrument: Hub
Checked By: Linda T Cos Office

Development No: 112/0341/01
Community Plan No. 275210

1. IDENTIFICATION OF THE COMMUNITY PARCEL, LOTS AND COMMON PROPERTY

1.1 The community parcel, the lots and common property into which the parcel is to be divided, are identified in community plan number

1.2 This community plan is a primary plan comprising 5 community lots and common property.

1.3 There are no development lots.

1.4 The community plan is part of a residential land and building development in which the purchasers of the lots from the original lot owner or the original lot owner will be required to complete the construction of a dwelling and associated landscaping on each community lot.

2. PURPOSES FOR WHICH THE LOTS AND COMMON PROPERTY MAY BE USED

2.1 The community lots will be used only for residential purposes.

2.2 Not more than one dwelling may be erected on each community lot.

2.3 The common property shall consist of a driveway to enable access to the community lots by the lot owners and their invitees and for the installation and placement of common service infrastructure to and from the community lots.

3. STANDARD OF BUILDINGS AND OTHER IMPROVEMENTS

3.1 For the standard of buildings and other improvements to be erected or made by the purchaser of the lot from the original lot owner (which purchaser of the community lot is for the purpose of this Scheme Description called "the Purchaser") or the original lot owner refer to paragraphs 5 and 6 of this Scheme Description.

3.2 Any additional buildings or improvements or alterations or additions to existing buildings or improvements, or replacement of existing buildings or improvements, whether on a community lot or common property, shall be located, designed and constructed in a manner consistent with the Development Plan of the Council (which Council for the purpose of this Scheme Description is the "City of Holdfast Bay").

4. OBLIGATIONS TO DEVELOP COMMUNITY LOTS

4.1 ~~Each Purchaser~~ the original lot owner will ~~construct~~ has constructed a dwelling and undertaken associated development and landscaping on their community lot in accordance with approval granted by the Council under the Development Act 1993.

4.2 Building Construction of a residential dwelling (which for the purpose of the Scheme Description is called the "lot construction") on each community lot by ~~the Purchaser~~ the original Lot Owner will commence within Twelve (12) months of the date of ~~settlement of the community lot by the Purchaser or the date~~ hereof by the original Lot owner and will be completed within twelve (12) months of commencement of the lot construction.

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5. ORIGINAL LOT OWNERS OBLIGATIONS TO IMPROVE OR DEVELOP THE COMMON PROPERTY

5.1 The original lot owner will complete construction on the common property of the driveway and service infrastructure in accordance with development approval (which for the purpose of this Scheme Description are called the "Development Works").

5.2 The standard of the Development Works to be performed by the original lot owner and the materials to be used on the community lots will be a good or higher standard to the reasonable satisfaction of the Council and in a manner consistent with the Council's Development Plan.

5.3 The driveway will be constructed of a surface suitable to service the Community Lots in the opinion of the original lot owner and the standard of both the materials and the Development Works will be of a good or higher standard to the reasonable satisfaction of the Council and in a manner consistent with the Council's Development Plan.

5.4 The original lot owner will commence the construction of the Development Works within twelve (12) months of the Council approval of this Scheme Description and complete the Development Works not later than six (6) months from the commencement of construction of the Development Works.

6. DEVELOPMENT CONDITIONS PURSUANT TO THE DEVELOPMENT ACT 1993

The division of the Community Parcel into the Community lots and Common property and any lot constructing or Development Works upon the Common Property shall be

6.1 Designed and constructed in a manner consistent with the Development Plan of the Council; and

6.2 Completed in accordance with the conditions of the Development Approval of the Council attached hereto marked Annexure I.

7. OTHER IMPORTANT FEATURES OF THE SCHEME

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

7.2 There shall be no development lot.

8. OTHER INFORMATION REQUIRED BY THE REGULATIONS

No other information is required by the regulations.

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9. DEFINITIONS AND INTERPRETATIONS

The definitions and interpretations set out herein and set out in Section 3 of the Community Titles Act 1998 shall apply to this Scheme Description and unless the context otherwise requires, the expressions:

9.1 "the Act" means the Community Titles Act 1996, as amended;

9.2 "Common Property" means the common property designated in the plan of Community Division;

9.3 "Community Lot" means a lot created by division under the act;

9.4 "Community Parcel" means the land divided by a plan of community division but does not include a street, road, thoroughfare, reserve or other similar open space vested in a council or prescribed authority or that has reverted to the Crown;

9.5 "Community Plan" means a plan that divides land into lots and common property;

9.6 "Development Plan" means the Development Plan of the Council;

9.7 "Development Approval" means the approval granted under the Development Act dated 12th July 2012 and bearing development no. 110/0041/11 annexed to this Scheme Description as Annexure A;

9.8 "Development Lot" that meaning defined in Section 3 of the Act; and

9.9 "Secondary Plan" means a plan community division that divides land comprising a primary lot.

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Terrestrial Instrument Not Checked By Land Titles Office

Development No: 11UD0411-1
Community Plan No: 475201

10. ENDORSEMENT BY DEVELOPMENT AUTHORITY

City of Halifax Regional Municipality endorses this Scheme Description pursuant to Section 14 (4) (b) of the Community Titles Act 1995

1. All the consents or approvals required under the Development Act 1993 in relation to the division of the land (and a change in the use of the land) in accordance with this Scheme Description and the relevant Plan of Community Division under the Community Titles Act 1995 have been granted.
2. This endorsement does not limit a relevant authority's right to refuse or to place conditions on development authorisation under the Development Act 1993 in relation to any other development envisaged by this Scheme Description

This Scheme Description is endorsed by City of Halifax Regional as the relevant planning authority.

Dated this 24 day of August 2012

Signed: ..... Acting Manager Development Services
Name and office of signatory

Witness: ..... Development officer - Planning

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CITY OF HOLDFAST BAY

DECISION NOTIFICATION FORM

Contact Officer: Dean Spoehr (Direct No. 8229 9917)

Development Property Services
PO Box 6260
HOLDFAST BAY SA 5000

DEVELOPMENT REF NO'S	[redacted]	[redacted]	38630
APPLICANT	Development Property Services		
PROPOSAL	Land division (community title) [illegible]		
SUBJECT LAND	[redacted]		
CERTIFICATE OF TITLE	Volume: [redacted]	Folio: [redacted]	

I am pleased to advise that Council has made a decision in respect of this development.

[redacted]

No work can commence on this development unless Development Approval has been granted.

APPEALS

If you are aggrieved by the decision or any condition imposed, Section [illegible] of the Development Act 1993 provides you with a right of appeal to the Environment, Resources and Development Court. Any appeal must be lodged with the Court and served with the Council, within two months after receipt of this notice.

For assistance in lodging an appeal, it is suggested that you contact the Court which is located in the Sir Samuel Way Building, Victoria Square, Adelaide or phone the Court on (08) 8204 0289.

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CONDITIONS AND/OR REQUIREMENTS:

1. That the existing levels and dimensions shall be shown on the plans submitted to and approved by Council unless varied by any subsequent conditions imposed herein.

2. The Drainage, sewerage and internal sewerage requirements for water and sewerage connection of the SA Water Corporation shall be met.

3. Payment of $[illegible] into the Planning and Development Fund ($[illegible]) which shall be made payable and mailed to The Registrar of the Development Assessment Commission and lodged at Level 5, 136 North Terrace, Adelaide or sent by GPO Box 1815, Adelaide 5001, or via the Internet at www.planning.sa.gov.au

4. Vehicle turning and parking shall be in accordance with the approved plans.

Date of Decision: 13/07/12
Signed: [illegible]
Date: 13/07/12

- [ ] Development Assessment Commission
- [ ] Council Delegation
- [ ] Private Certifier
- [x] Staff Delegate

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NOTES

The following notes or relevant building regulations are provided for your information.

1. If this is a consent or an approval with conditions
   - the development must be substantially commenced,
   or,
   - in the case of a limited division, you must apply for certificates of approval
   within twelve months of the date of this notification unless it has been extended by the Council or the Development Assessment Commission,
   and,
   - any other conditions imposed on the notification must be complied with within a time frame of the date of the notification or a longer time as allowed by the Council or the Development Assessment Commission.

   You will require a fresh consent or approval before commencing or continuing the development if you are unable to satisfy these conditions.

2. Roadways and footpaths adjacent to the site shall be kept clean and free of soil and debris at all times, and any damage occurring to council roadways or footpaths as a result of the work shall be repaired to the satisfaction of Council at the applicant's expense. If the new or current permit approved involves alterations to existing stormwater or the construction of a new crossover, it is recommended that the applicant or their agent contact Council's City Assets Department on 8226 3500 to determine if any parking restrictions, signs, bays or street trees are affected by the development. Further information can be found on Council's website www.holdfast.sa.gov along with relevant application forms, fees and charges.

3. This consent or approval does not imply compliance with the BCA or building supply laws/regulations. It is the responsibility of the owner/occupier to ensure compliance with these regulations.

4. This consent or approval does not imply compliance with the Disability Discrimination Act 1992, and developers will be liable to prosecution under that Act. Your attention is drawn to Australian Standard 1428 parts 1 - 4 which provides some advisory direction on how to cater for people with disabilities, in addition to those covered by the Building Code of Australia (BCA).

5. This consent or approval does not relate to any demolition work. If you intend to demolish any structure(s) with a floor area exceeding 10m² you will need to obtain a separate development approval from Council.

6. If the development herein approved involves alterations to an existing crossover or the construction of a new crossover, it is recommended that the applicant or their agent contact Council's City Assets Department on 8226 3500 to determine if any parking restrictions, signs, bays or street trees are affected by the development. Further information can be found on Council's website www.holdfast.sa.gov along with relevant application forms, fees and charges.

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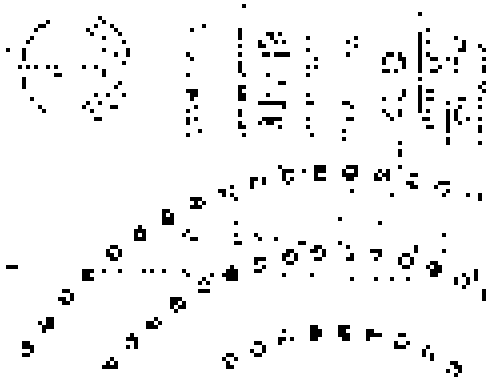
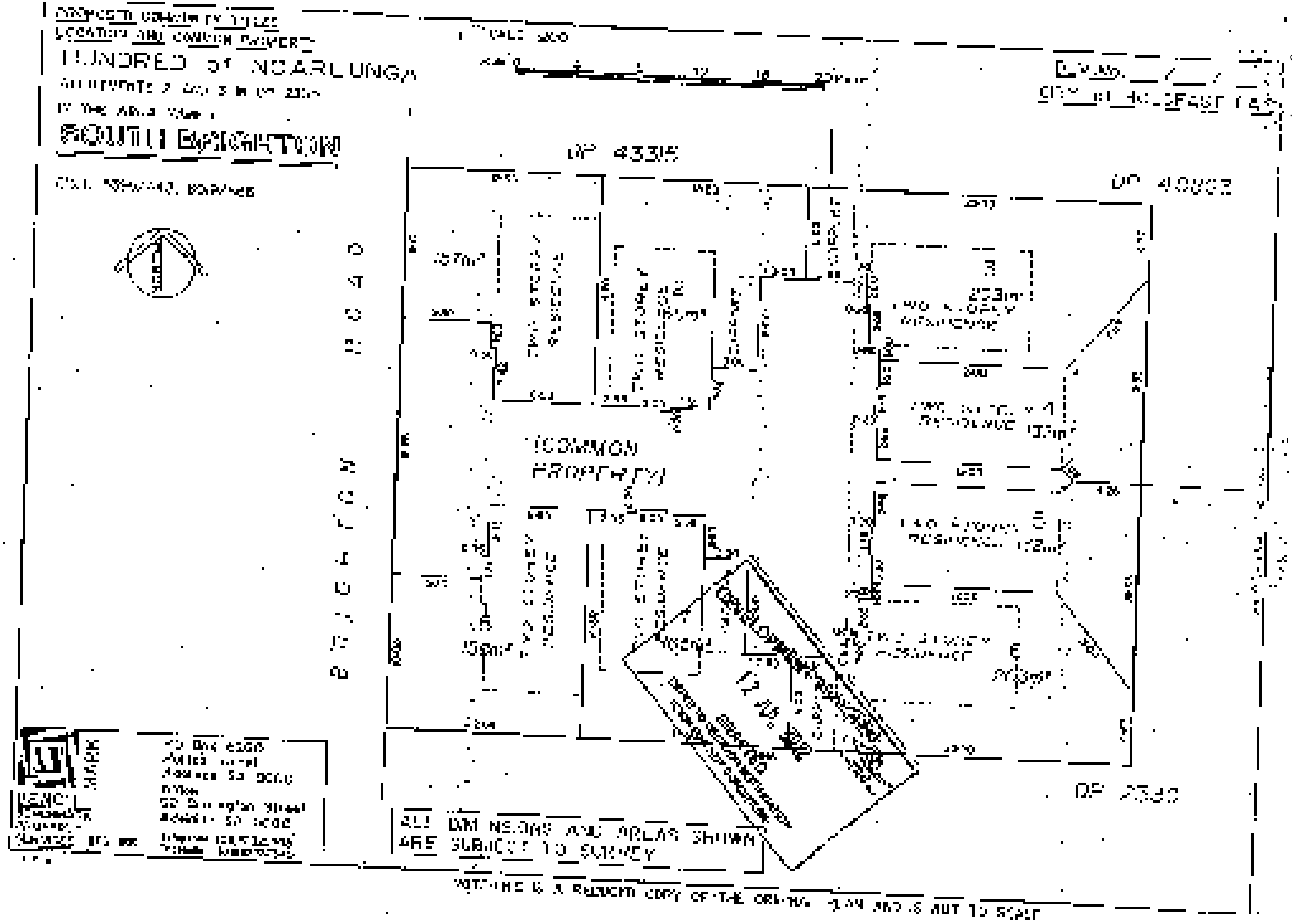
[illegible]

CC: V Konstad, N Kotis, Whittaker Nominees Pty Ltd & Others
[illegible] Road
HOVE SA [illegible]

Please find attached a copy of the Decision Notification Form for your information





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BEST STRATA PTY LTD

UNIT 2, 188 FULLARTON ROAD
DULWICH SA 5063

Tax Invoice

A.B.N. 84 945 930 989

A.C.N.

Invoice No.: 00001651

Date: 29/08/2022

Ship Via:

Bill To:

FIRST PAIGE FORM 1
PO BOX 2209
SOUTH PLYMPTON SA 5038
AUSTRALIA

Ship To:

FIRST PAIGE FORM 1

DESCRIPTION	AMOUNT	CODE
Property Search - CC27520 Lot 004 ($66.00 + 1.5% credit card surcharge)	$66.99	GST

Your Order No:

Shipping Date:

Comment:

Customer ABN:

Terms: C.O.D.

Code	Rate	GST	Sale Amount
GST	10%	$6.09	$60.90

Freight:	$0.00 GST
GST:	$6.09
Total Inc GST:	$66.99
Amount Applied:	$66.99
Balance Due:	**$0.00**

Printed from MYOB www.myob.com.au

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Section 48 Notice
This notice is to be retained by the Tenant

REISA

Information provided by landlords to tenants

Section 48 of the Residential Tenancies Act 1997 requires landlords to provide to tenants, before a tenancy agreement is entered into, the information contained in this notice.

1. LANDLORD - Company Name/Legal Entity

Brighton Lane Apartments by Lendlease and Elderly Real Estate Brighton

Company Name/Legal Entity: Lendlease

Street: 300 Brighton Road

Suburb: Sydney State: NSW Postcode: 2010

ABN (if applicable): 44 070 510 384 SLA No: 1541196

Telephone: W: 02 9236 4836 M: 0417 488 387 F: 02 8223 9966

Email: [illegible]

Address for service of documents (if different to above):

2. LANDLORD - Full Name

Peter Hammond

Address for service of documents as above.

Street: PO Box 400

Suburb: Woodville State: SA Postcode: 5011

ABN (if applicable):

If a property manager, solicitor or other agent, Full name and address:

Street:

Suburb: State: Postcode:

3. THE BOX WITH THE FOLLOWING (if applicable):

Street:

Suburb: State: Postcode:

ABN (if applicable):

INITIALS

DocuSign Envelope ID: C4A9AF41-3561-4B79-B22A-855C38F1A73C

Residential Property Tenancy Agreement: Schedule

REISA

This is a residential tenancy agreement and the parties to the agreement should consider obtaining legal advice about their rights and obligations under the agreement.

1. AGENT. Company Name/Legal Entity: [illegible]

Contact: [illegible]

Street 1: [illegible]

Street 2:

Suburb: [illegible] State: [illegible] Postcode: [illegible]

ABN/Registration No: [illegible] RTA No: [illegible]

Telephone: W: [illegible]

M: [illegible]

Email: [illegible]

☐ The Agent consents to receiving electronic notices for the purposes of section [illegible] of the Act

2. LANDLORD. Full Name(s): [illegible]

Street 1: [illegible]

Street 2:

Suburb: [illegible] State: [illegible] Postcode: [illegible]

ABN/Registration No:

3. TENANT. Full Name(s): [illegible]

[illegible]

Email: [illegible]

☑ The Tenant consents to receiving electronic notices for the purposes of section [illegible] of the Act

4. PREMISES

Street 1: [illegible]

Street 2:

Suburb: [illegible] State: [illegible] Postcode: [illegible]

5. TERM:

☒ Fixed: Commencement Date: [illegible] End Date: [illegible]

☐ Periodic: Commencement Date: [illegible] [illegible]

6. RENT:

Amount: [illegible] $ [illegible]

Payable: PER WEEK

Payment Frequency: ☐ Weekly ☑ Fortnightly ☐ Calendar month

Payable: First Payment $ [illegible] on [illegible] with the

Subsequent $ [illegible] on [illegible]

Bond Amount: $ [illegible] on the Tenancy [illegible] of each TENANT

Payment: ☐ Direct Debit ☐ Bank Deposit Book ☑ Internet Transfer ☐ Other

Method: ☐ Bank Cheque ☐ Other [illegible]

Note: Payment frequency is taken to have commenced when the first rent is due to the landlord or agent. [illegible]

AR

DocuSign Envelope ID: C4A9AF41-3561-4B79-B22A-855C38F1A73C

Residential Property Tenancy Agreement: Schedule

REISA

7. BOND

Bond: Two thousand dollars $2000.00

8. OUTGOINGS (Clause 5.1.1)

☑ A tenant usage consumption charge for the residential tenancy

☐ A tenant usage consumption charge ☐ [illegible] per month, which is allowed to be placed under the provisions of Clause [illegible]

☑ A tenant supply charge or rent charge for the provision of [illegible]

No charge for water

☐ Other [illegible]

Title Property [illegible] Service Provider [illegible] Appointment

9. INSURANCE (Clause [illegible])

Recommended by the insurance [illegible] ☑ Landlord

Recommended by the insurance [illegible] ☑ Tenant

10. OTHER CONDITIONS

Other conditions [illegible] (Clause [illegible])

☑ No

☐ Yes Details:

Repair notifications

☑ Property Manager/Agent

☐ Other [illegible]

Email:

Name:

Telephone:

Email:

Name:

Telephone:

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Residential Property Tenancy Agreement: Schedule

REISA

Additional Conditions:

☐ N/A ☑ As below/attached ☐ See clause 19

[illegible] THAT & THE GUESTS ARE [illegible] THAT THEY SMOKE OUTDOORS [illegible] ANY DAMAGE TO CURTAINS, CARPET THAT IS AS A RESULT OF SMOKING INSIDE [illegible] BY TENANTS AT THE END OF THE TENANCY

[illegible] kept on the property [illegible] of the tenancy. Should [illegible] outside of [illegible] any [illegible] caused by the animal is to be [illegible] the property [illegible] of the premises [illegible] of the landlord or the agent. [illegible] or the landlord [illegible] Tribunal.

[illegible] the tenant at any time [illegible] which is [illegible] the agents [illegible] Tenancy [illegible] of [illegible] charged to the tenant [illegible] budget to [illegible]

[illegible] premises for the purpose [illegible] inspections are carried out between [illegible] Monday to Friday only [illegible] will be made. The [illegible] inspections when these routine inspections are [illegible] specified in the routine [illegible] will be [illegible] you. No [illegible] other [illegible] notice must be given

[illegible] will be [illegible] for all water supply charges [illegible] water [illegible] and determined from time to time by [illegible] with all [illegible] on a daily basis [illegible] the direction of the landlord. The [illegible] meter is installed on the premises, the tenants [illegible] to the supply charge [illegible] water usage [illegible] by any [illegible] or regulation of the Body Corporate. The [illegible] liability in any event shall be [illegible] of such [illegible]

[illegible] the landlord [illegible] and not kept by the tenant. The [illegible] budgets that the [illegible] will [illegible] and bill the tenant [illegible] the agent. The [illegible] that these amounts may be [illegible] of Residential Tenancies [illegible] for [illegible] approximately between [illegible] of [illegible]

RESERVATION OF PORTION OF PREMISES

Complete only if applied

Those parts of the premises [illegible] excluded by this agreement for the [illegible] use [illegible]

[illegible] of the premises [illegible] in the [illegible] as possible by

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Residential Property Tenancy Agreement: Terms and Conditions

REISA

1. AGREEMENT

The Landlord grants to the Property Tenant the accordance with the terms and conditions of this Agreement.

2. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

2.1 Act means the Residential Tenancies Act 1986;
2.2 Agent means the person or organisation specified in Item 2 of the Schedule;
2.3 Agent's Property means the property identified or specified in the Inventory Check;
2.4 Bond means the amount specified in Item 17 of the Schedule;
2.5 Bond Account means the account organised by the Agent specified in Item 5 of the Schedule;
2.6 Premises means the premises (including the subject of this Agreement) specified in Item 1 of the Schedule;
2.7 Property means the Premises and the Agent's Property;
2.8 Rent means the amount specified in Item 8 of the Schedule and payable in accordance with this Agreement;
2.9 Tenant means the person or organisation specified in Item 3 of the Schedule;
2.10 Term means the period of this Agreement as specified in Item 6 of the Schedule.

The clause headings are for convenience only and do not form part of or affect the interpretation of this Agreement. Where more than one person or organisation is the Landlord or the Tenant, their obligations under this Agreement are binding on them jointly and severally.

3. TENANT'S RIGHTS AND OBLIGATIONS

3.1 Subject to the provisions of the Act, the Tenant must:

3.1.1 pay the Rent to the Agent in advance on the days specified in Item 8 of the Schedule, unless the Agent has given the Tenant a different method of payment;
3.1.2 pay the Bond to the Agent;
3.1.3 pay all outgoings in respect of the Property, including, but not limited to, all charges for electricity, gas, telephone, water and other fuel, the cost of repairs, and other charges and expenses which are payable by the Tenant under the terms of this Agreement;
3.1.4 keep the Property clean and in a sanitary condition, and, subject to the Agent's obligations under the Act, remove from the Property and properly dispose of all rubbish, garbage, and other waste material;
3.1.5 pay the costs of repairs to the Premises or the Agent's Property caused by the Tenant's breach of this Agreement;
3.1.6 keep the Property free of rubbish, pests and vermin and take all reasonable steps to prevent the spread of any infestation of the Premises and the Agent's Property;
3.1.7 regularly water the lawn, weed the garden, prune hedges, keep the grounds and the Premises and the Agent's Property in a tidy condition and, if the Premises or the Agent's Property include a swimming pool, keep the pool in a safe and healthy condition;
3.1.8 keep all drains free and clear and not allow any rubbish, vehicle or other material to block the drains or the pipes, cables or other plumbing or drainage system of the Premises;
3.1.9 use the premises solely as a residence for the Tenant;
3.1.10 give the Landlord or the Agent reasonable access to the Property at reasonable times and on reasonable notice for the purpose of inspecting the Premises or the Agent's Property;
3.1.11 return to the Agent's office the completed inspection form received by the Tenant at the commencement of the Term, together with details of any defects in the Premises or the Agent's Property;
3.1.12 allow the Landlord or the Agent to enter the Premises or the Agent's Property at reasonable times and on reasonable notice for the purpose of:
3.1.12.1 giving any prospective purchaser or tenant or any other person who has a bona fide interest in the Premises or the Agent's Property;
3.1.12.2 showing any prospective purchaser or tenant the Premises or the Agent's Property, including, if the Premises or the Agent's Property is being offered for sale, allowing one or more open inspections;
3.1.12.3 carrying out repairs, maintenance or other work in the Premises or the Agent's Property;
3.1.12.4 complying with a Landlord or the Agent's statutory obligations, including, but not limited to, those under the Residential Tenancies Act 1986 and the Residential Tenancies Regulations 1987;
3.1.13 effect and maintain any personal insurance specified in Item 9 of the Schedule during the Term in accordance with the provisions of the Schedule, or, if no Agent is specified in Item 2 of the Schedule, effect and maintain such insurance;
3.1.14 return to the Landlord or the Agent immediately upon leaving the Premises or the Agent's Property, or at any other time when requested by the Landlord or the Agent, all keys, cards, or other devices which have been provided to the Tenant for the purpose of gaining access to the Premises or the Agent's Property;
3.1.15 not do anything which breaks the Act or any other law or breaches this Agreement.

3.2 The Tenant must not, without the express written consent of the Landlord:

3.2.1 use the premises or the Property for any purpose other than for residential purposes;
3.2.2 knowingly or negligently damage the Premises or the Agent's Property, or allow any other person to damage the Premises or the Agent's Property, or allow any other person to enter the Premises or the Property;
3.2.3 use the Premises or the Property for any illegal purpose, or allow the Premises or the Property to be used for any purpose other than as a residence for the Tenant and the Tenant's family and invited guests;
3.2.4 damage the Premises or the Agent's Property, or allow any other person to damage the Premises or the Agent's Property;
3.2.5 alter any structure or fixture on the Premises or the Agent's Property;
3.2.6 remove or alter any furniture or other property from the Premises or the Agent's Property;
3.2.7 make any alterations or additions to the Premises or the Agent's Property, or install any fixtures or fittings in the Premises or the Agent's Property;
3.2.8 assign the Tenancy or sublet the Premises or the Agent's Property;
3.2.9 allow any other person to live in the Premises or the Agent's Property;
3.2.9.1 [illegible]

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Residential Property Tenancy Agreement: Terms and Conditions

REISA

[illegible]

[illegible]

[illegible]

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Residential Property Tenancy Agreement: Terms and Conditions

REISA

7. PRIVACY ACT 1993

7.1 [illegible]

7.2 [illegible]

7.3 [illegible]

7.4 [illegible]

8 OTHER CONDITIONS

[illegible]

9 GENERAL

9.1 [illegible]

9.2 [illegible]

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Residential Property Tenancy Agreement: Execution Page

REISA

EXECUTED AS AN AGREEMENT

Dated this 3rd day of July 2019

The Tenants acknowledge receipt of:

- ✓ Schedule of Notices
- ✓ A copy of this Agreement
- ✓ Information Sheet (Residential Tenancies Act 1997)
- ✓ Property Condition Report (if applicable)
- ☐ Water Authority Notices – Water Conservation
- ☐ Additional Terms (if applicable) (Form 18)
- ☐ Additional Good Home Provisions
- ☐ Key (Number:)
- ☐ Bond Lodgement Receipt (Number: 1)
- ☐ Strata Rules
- ☐ Community Title Rules
- ☐ Statutory Notice for Short Term Tenancy
- ☐ Other
- ☐ Other

SIGNED by the TENANT(s):

Tenant: [signature]

Full Name (Print): Nicholas Stockell

SIGNED by the LANDLORD(s):

Tenant: [signature]

Full Name (Print): Mark Peterson

31/7/2019

Tenant: [signature]

Full Name (Print): [illegible]

Tenant: [signature]

Full Name (Print): [illegible]

SIGNED for and on behalf of THE LANDLORD

[signature]

☑ Agent authorised under Section 80 of the Act

Full Name (Print): FLORIAN SALES & RENTALS

Notes

1. Rules and Regulations (if any) made under the property contract laws are binding on the landlord and tenant.
2. Use of this Agreement by non-members of REISA is a breach of Copyright.

NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES

AK [initials] MKC [initials]

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Residential Property Tenancy Agreement: Annexure – Manufacturers' Manuals or Written Instructions

REISA

Fact by	Model/Manual/Instructions	Tenant acknowledges receipt of this item
		☐
		☐
		☐
		☐
		☐
		☐
		☐
		☐
		☐
		☐
		☐
		☐
		☐

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Real Estate Brighter

Brighton
[illegible]

GENERAL INFORMATION
PLEASE READ CAREFULLY

REPAIRS:
[illegible] must be authorized through the office and by a Property Manager. No responsibility for payment of amounts will be accepted for repairs which are not authorized by the Property. Requests for repairs should be placed through our office between 9am - 5pm or by email [illegible]. AFTER HOURS EMERGENCIES: Please leave a voicemail or text (Telephone) can be reported to our office on the [illegible]

RENT PAYMENT:
Payments must be made 2 weeks in advance and must be received on or before the due date. Rent is payable by:

- Direct debit
- Internet banking please quote the reference which was given to you
- Money Order made payable to STATEWIDE PROPERTY MANAGEMENT SERVICES
- Cash at our office in order to be [illegible] only the exact amount is required as we do not give change. [illegible] will be available

Failure to adhere of 14 days or more, a [illegible] NOTICE will be issued. Should you experience difficulties at any time notifying your rent payments, please contact your Property Manager immediately.

STACKING:
If tenants are students they are advised that they must move outside of school times. If they do not do so they will be held responsible for any cleaning or damage to the property.

EXPIRY OF THE LEASE:
If a Fixed Term Tenancy Agreement is not renewed before the expiration date the original contract will no longer exist. [illegible] will be held as a tenant [illegible] holding over. Rent payments must continue until the property is vacated.

ROUTINE INSPECTIONS:
Inspections will be conducted every three months. You will be notified by email and sms of the date and time of the inspection, [illegible] days prior. The date and time specified cannot be changed. If you are not [illegible] at the time of the inspection.

PET POLICY TENANCY:
In accordance with the Residential Tenancies Tribunal, 21 DAYS WRITTEN NOTICE is required to be given prior to the inspection.

WATER CHARGES:
The tenant is liable for water supply & water usage as [illegible] under water rates.

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LEASE EXTENSION INSTRUCTIONS

PLEASE EXECUTE THIS FORM WITH YOUR INSTRUCTIONS WITHIN 10 DAYS

RE: 4/561 Brighton Road, South Brighton SA 5045

I/We, Peter Henderson

Renewal period: Please select option for term of renewal:

Current Rent: $400.00 per week

Rent Increase: Suggested increase $0.00 per week
Please select option for rent increase:

Peter Henderson the owner/s instruct Allan Real Estate to continue to manage my/our property as per the terms and conditions of the original management agreement including any written amendments as per the new tenancy agreement agreement sent to you on the same date as this extension.

If your Landlord Insurance has changed please notify the office with your new insurance details. Or if you would like a quote on Landlord Insurance please contact your Property Manager or the office on rents@allanrealestate.com.au

Tenant Signature(s): _____
Date: _____

Agent Signature: _____
Date: _____

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If your Landlord Insurance has changed please notify the office with your new insurance details. Or if you would like a quote on Landlord Insurance please contact your Property Manager or the office on rents@allanrealestate.com.au

Tenant Signature(s): _____
Date: _____

Agent Signature: _____
Date: _____

ALLAN REAL ESTATE

REISA REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA

NOTICE TO TENANT OF LEASE EXTENSION

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

To

Tenant 1: Aleesha Robertson Tenant 2: Lucy Cracknell

Tenant 3: Tenant 4:

Tenant 5: Tenant 6:

Tenant 7: Tenant 8:

(insert name of tenant(s))

Address of rented premises:

Street 1: 4/564 Brighton Road

Street 2:

Suburb: South Brighton State: SA Postcode: 5048

I give you notice that your current lease expires on 27 / 07 / 2022
(insert date)

Your current rent is $ 405.00 per week
(insert amount) *(insert rental period eg fortnight, calendar month)*

I wish to offer you an extension of your lease for a further 12 months ~~weeks~~
(Strike out whichever is not appropriate)

The lease extension will expire on 25 / 07 / 2023 The rent will / ~~will not~~ be increased / ~~will be decreased~~.
(insert date) *(Strike out whichever is not applicable)*

The new rent will be $ 420.00 per week with the first payment due on 26 / 07 / 2022
(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

Please sign and return this Notice to your Agent by 30 / 05 / 2022 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.

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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ALLAN REAL ESTATE

REISA REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA

NOTICE TO TENANT OF LEASE EXTENSION

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

Signed by Tenant 1 — DocuSigned by: 4B430347A48542A... — Date: 26-May-22

Tenant Name: Aleesha Robertson

Signed by Tenant 2 — DocuSigned by: E76AC5FA8F2C44D... — Date: 22-Jun-22

Tenant Name: Lucy Cracknell

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 — DocuSigned by: 8B489A57B0F84C4... — Date: 22-Jun-22

☑ Agent as authorised ☐ Landlord

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