

# 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:

Street 1

Street 2

Suburb State Postcode

2 Purchaser's registered agent:

~~\_\_\_\_\_~~

Address:

~~Street 1~~

~~Street 2~~

~~Suburb State Postcode~~

3 Vendor:

Allan James Curtis and Robyn Louise Curtis

Address:

Street 1 13 Freshmeadow Drive

Street 2

Suburb Seaford Rise State SA Postcode 5169

4 Vendor's registered agent:

LMC Property Sales Pty Ltd T/A Jump Property

Address:

Street 1 75 Henley Beach Road

Street 2

Suburb Mile End State SA Postcode 5031

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 12 primary community plan 42963 in the area named St Clair hundred of Yatala in the city of Charles Sturt

Street 1 6C Hill Smith Boulevard

Street 2

Suburb St Clair State SA Postcode 5011

being the \*whole / ~~portion~~ of the land comprised in Certificate of Title  
Volume 6283 Folio 846

## 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:

13 Freshmeadow Drive Seaford Rise SA 5169

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

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

info@jumpproperty.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:

75 Henley Beach Road Mile End SA 5031

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

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

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

##### 5 - Effect of service

If you serve such cooling-off notice on the vendor, the contract will be taken to have been rescinded at the time when the notice was served.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

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

**Proceeding with the purchase**

If you wish to proceed with the purchase -

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

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

**(section 7(1))**

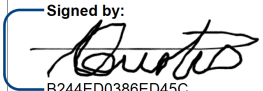
**To the purchaser:**

\*We, Allan James Curtis and Robyn Louise Curtis


of 13 Freshmeadow Drive Seaford Rise SA 5169

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: 13/12/2024

Signed:   
Signed by: B244ED0386ED45C...

Date: 13/12/2024

Signed:   
DocuSigned by: B244ED0386ED45C...

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

**(section 9)**



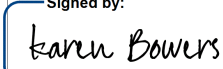
**To the purchaser:**

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: 13/12/2024

Signed:   
Signed by: 949B80BF9171411...

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

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

## Schedule - Division 1

### Particulars of mortgages, charges and prescribed encumbrances affecting the land (section 7(1)(b))

#### Note -

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

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

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

## Table of particulars

Column 1

Column 2

Column 3

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

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

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

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

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

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

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

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

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

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

### 1. General

1.1 Mortgage of land

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

**Is this item applicable?**

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

**Are there attachments?**

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

Number of mortgage (if registered):

14028274

Name of mortgagee:

Perpetual Corporate Trust Ltd. (ACN: 000 341 533)

 YES

 NO

**1.2 Easement**

(whether over the land or annexed to the land)

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

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

**Is this item applicable?**

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

**Are there attachments?**

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

Refer to page 13 of the Property Interest Report attached

Description of land subject to easement:

Refer to Part 6. Description of the land

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:

  
 NO  
 YES

**1.3 Restrictive covenant**

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

**Is this item applicable?**

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

**Are there attachments?**

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

Memorandum of Encumbrance

Nature of restrictive covenant:

Refer to the Memorandum of Encumbrance attached

Name of person in whose favour restrictive covenant operates:

St Clair JV Nominees Pty. Ltd. (ACN: 135 422 703)

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

YES

If NO, give details:

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

NO

  
 NO  
 YES

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

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

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~[Empty box for attachments]~~

~~Name of parties:~~

~~[Empty box for names of parties]~~

~~Period of lease, agreement for lease etc:~~

~~From [ ] to [ ]~~

~~Amount of rent or licence fee:~~

~~\$ [ ] per [ ] (period)~~

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

~~[ ]~~

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

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

~~[Empty box for Act details]~~

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

~~[Empty box for outstanding amounts]~~

[ ]  
[ ]  
[ ]



### 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 2 and 9 to 12 inclusive of the council search attached

Condition(s) of authorisation:

Application ID: 22018513 - community title land division creating 15 allotments from 2 torrens title lots and construction of 10 two storey detached dwellings and 5 two storey group dwellings.

## 6. Repealed Act conditions

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

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Nature of condition(s):~~

## 7. Emergency Services Funding Act 1998

7.1 section 16 - Notice to pay levy

Is this item applicable?

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

Are there attachments?

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

Emergency Services Levy Certificate

Date of notice:

10/12/2024

Amount of levy payable:

\$99.20pa- \$0.00 outstanding

YES  
YES

## 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: Urban Renewal Neighbourhood (URN)  
Subzones: No  
Zoning overlays: refer to pages 8 and 9 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](http://www.code.plan.sa.gov.au).

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

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

**Is this item applicable?**

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

**Are there attachments?**

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

Refer to pages 9 to 12 inclusive of the council search attached

Date of authorisation:

14/02/2023

Name of relevant authority that granted authorisation:

City of Charles Sturt

Condition(s) of authorisation:

Application ID: 22018513

 NO YES

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Name of person giving notice of proposed work:~~

~~Building work proposed (as stated in the notice):~~

~~Other building work as required pursuant to the Act:~~

29.4 section 140 - Notice requesting access

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Name of person requesting access:~~

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

~~Activity of work to be carried out:~~


29.5 section 141 - Order to remove or perform work

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date of order:~~

~~Terms of order:~~

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

~~Amount payable (if any):~~

29.6 section 142 - Notice to complete development

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Requirements of notice:~~

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

~~Amount payable (if any):~~


29.7 section 155 - Emergency order

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date of order:~~

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

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

~~Nature of order:~~

~~Amount payable (if any):~~

29.8 section 157 - Fire safety notice

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~[Empty text box]~~

~~Date of notice:~~

~~[Empty text box]~~

~~Name of authority giving notice:~~

~~[Empty text box]~~

~~Requirements of notice:~~

~~[Empty text box]~~

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

~~[Empty text box]~~

~~Amount payable (if any):~~

~~[Empty text box]~~

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):

Land Management Agreement and Amendment to Land Management Agreement

Date of agreement:

6/11/2012

Names of parties:

City of Charles Sturt and South Australian Jockey Club Incorporated

Terms of agreement:

Refer to the Land Management Agreement attached

NO  
 YES

**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:   
 Address of community corporation:

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):

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

(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:

(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:

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

*[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)

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

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

*[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: Horner Management

Address: 232 South Road Mile End SA 5031

**Note-**

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

## Particulars of building indemnity insurance



**Note-**

Building indemnity insurance is not required for-

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

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

- 1 Name(s) of person(s) insured:
- 2 Name of insurer:
- 3 Limitations on the liability of the insurer:
- 4 Name of builder:
- 5 Builder's licence number:
- 6 Date of issue of insurance:
- 7 Description of insured building work:

### Exemption from holding insurance:

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

If YES, give details:

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

**Particulars relating to environment protection**



**1-Interpretation**

(1) In this and the following items (items 1 to 7 inclusive)-

**domestic activity** has the same meaning as in the *Environment Protection Act 1993*;

**environmental assessment**, in relation to land, means an assessment of the existence or nature or extent of-

- (a) site contamination (within the meaning of the *Environment Protection Act 1993*) at the land; or
- (b) any other contamination of the land by chemical substances,

and includes such an assessment in relation to water on or below the surface of the land;

**EPA** means the Environment Protection Authority established under the *Environment Protection Act 1993*;

**pre-1 July 2009 site audit**, in relation to land, means a review (carried out by a person recognised by the EPA as an environmental auditor) that examines environmental assessments or remediation of the land for the purposes of determining-

- (a) the nature and extent of contamination of the land by chemical substances present or remaining on or below the surface of the land; and
- (b) the suitability of the land for a particular use; and
- (c) what remediation is or remains necessary for a particular use,

but does not include a site contamination audit (as defined below) completed on or after 1 July 2009;

**pre-1 July 2009 site audit report** means a detailed written report that sets out the findings of a pre-1 July 2009 site audit;

**prescribed commercial or industrial activity**-see item 1(2);

**prescribed fee** means the fee prescribed under the *Environment Protection Act 1993* for inspection of, or obtaining copies of information on, the public register;

**public register** means the public register kept by the EPA under section 109 of the *Environment Protection Act 1993*;

**site contamination audit** has the same meaning as in the *Environment Protection Act 1993*;

**site contamination audit report** has the same meaning as in the *Environment Protection Act 1993*.

(2) For the purposes of this and the following items (items 1 to 7 inclusive), each of the following activities (as defined in Schedule 3 clause 2 of the *Environment Protection Regulations 2009*) is a prescribed commercial or industrial activity:

**EPA Prescribed Commercial or Industrial Activity**

abrasive blasting	acid sulphate soil generation	agricultural activities
airports, aerodromes or aerospace industry	animal burial	animal dips or spray race facilities
animal feedlots	animal saleyards	asbestos disposal
asphalt or bitumen works	battery manufacture, recycling or disposal	breweries
brickworks	bulk shipping facilities	cement works
ceramic works	charcoal manufacture	coal handling or storage
coke works	compost or mulch production or storage	concrete batching works
curing or drying works	defence works	desalination plants
dredge spoil disposal or storage	drum reconditioning or recycling works	dry cleaning
electrical or electronics component manufacture	electrical substations	electrical transformer or capacitor works
electricity generation or power plants	explosives or pyrotechnics facilities	fertiliser manufacture
fibreglass manufacture	fill or soil importation	fire extinguisher or retardant manufacture
fire stations	fire training areas	foundry
fuel burning facilities	furniture restoration	gasworks
glass works	glazing	hat manufacture or felt processing
incineration	iron or steel works	laboratories
landfill sites	lime burner	metal coating, finishing or spray painting
metal forging	metal processing, smelting, refining or metallurgical works	mineral processing, metallurgical laboratories or mining or extractive industries
mirror manufacture	motor vehicle manufacture	motor vehicle racing or testing venues
motor vehicle repair or maintenance	motor vehicle wrecking yards	mushroom farming
oil recycling works	oil refineries	paint manufacture
pest control works	plastics manufacture works	printing works
pulp or paper works	railway operations	rubber manufacture or processing
scrap metal recovery	service stations	ship breaking
spray painting	tannery, fellmongery or hide curing	textile operations
transport depots or loading sites	tyre manufacture or retreading	vermiculture
vessel construction, repair or maintenance	waste depots	wastewater treatment, storage or disposal
water discharge to underground aquifer	wetlands or detention basins	wineries or distilleries
wood preservation works	woolscouring or wool carbonising works	works depots (operated by councils or utilities)

**2-Pollution and site contamination on the land-questions for vendor**

- (1) Is the vendor aware of any of the following activities ever having taken place at the land:
- (a) storage, handling or disposal of waste or fuel or other chemicals (other than in the ordinary course of domestic activities)?
  - (b) importation of soil or other fill from a site at which-
    - (i) an activity of a kind listed in paragraph (a) has taken place; or
    - (ii) a prescribed commercial or industrial activity (see item 1(2) above) has taken place?

If YES, give details of all activities that the vendor is aware of and whether they have taken place before or after the vendor acquired an interest in the land:

- (2) Is the vendor aware of any prescribed commercial or industrial activities (see item 1(2) above) ever having taken place at the land?

If YES, give details of all activities that the vendor is aware of and whether they have taken place before or after the vendor acquired an interest in the land:

- (3) Is the vendor aware of any dangerous substances ever having been kept at the land pursuant to a licence under the *Dangerous Substances Act 1979*?

If YES, give details of all dangerous substances that the vendor is aware of and whether they were kept at the land before or after the vendor acquired an interest in the land:

- (4) Is the vendor aware of the sale or transfer of the land or part of the land ever having occurred subject to an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies?

If YES, give details of each sale or transfer and agreement that the vendor is aware of:

- (5) Is the vendor aware of an environmental assessment of the land or part of the land ever having been carried out or commenced (whether or not completed)?

If YES, give details of all environmental assessments that the vendor is aware of and whether they were carried out or commenced before or after the vendor acquired an interest in the land:

**Note-**

These questions relate to details about the land that may be known by the vendor. A "YES" answer to the questions at items 2(1) or 2(2) 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.

A "YES" answer to any of the questions in this item may indicate the need for the purchaser to seek further information regarding the activities, for example, from the council or the EPA.

### 3-Licences and exemptions recorded by EPA in public register

Does the EPA hold any of the following details in the public register:

- (a) details of a current licence issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?

- (b) details of a licence no longer in force issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?

- (c) details of a current exemption issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?

- (d) details of an exemption no longer in force issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?

- (e) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to operate a waste depot at the land?

- (f) details of a licence issued under the repealed *Waste Management Act 1987* to operate a waste depot at the land?

- (g) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to produce waste of a prescribed kind (within the meaning of that Act) at the land?

- (h) details of a licence issued under the repealed *Waste Management Act 1987* to produce prescribed waste (within the meaning of that Act) at the land?

#### Note-

These questions relate to details about licences and exemptions required to be recorded by the EPA in the public register. If the EPA answers "YES" to any of the questions-

- in the case of a licence or exemption under the *Environment Protection Act 1993*-
  - the purchaser may obtain a copy of the licence or exemption from the public register on payment of the prescribed fee; and
  - the purchaser should note that transfer of a licence or exemption is subject to the conditions of the licence or exemption and the approval of the EPA (see section 49 of the *Environment Protection Act 1993*); and
- in the case of a licence under a repealed Act-the purchaser may obtain details about the licence from the public register on payment of the prescribed fee.

A "YES" answer to any of these questions 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.

The EPA will not provide details about licences to conduct the following prescribed activities of environmental significance (within the meaning of Schedule 1 Part A of the *Environment Protection Act 1993*): waste transport business (category A), waste transport business (category B), dredging, earthworks drainage, any other activities referred to in Schedule 1 Part A undertaken by means of mobile works, helicopter landing facilities, marinas and boating facilities or discharges to marine or inland waters.

The EPA will not provide details about exemptions relating to-

- the conduct of any of the licensed activities in the immediately preceding paragraph in this note; or
- noise.



**4-Pollution and site contamination on the land-details recorded by EPA in public register**

Does the EPA hold any of the following details in the public register in relation to the land or part of the land:

- (a) details of serious or material environmental harm caused or threatened in the course of an activity (whether or not notified under section 83 of the *Environment Protection Act 1993*)?
- (b) details of site contamination notified to the EPA under section 83A of the *Environment Protection Act 1993* ?
- (c) a copy of a report of an environmental assessment (whether prepared by the EPA or some other person or body and whether or not required under legislation) that forms part of the information required to be recorded in the public register?
- (d) a copy of a site contamination audit report?
- (e) details of an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies?
- (f) details of an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*?
- (g) details of an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*?
- (h) details of a notification under section 103Z(1) of the *Environment Protection Act 1993* relating to the commencement of a site contamination audit?
- (i) details of a notification under section 103Z(2) of the *Environment Protection Act 1993* relating to the termination before completion of a site contamination audit?
- (j) details of records, held by the former South Australian Waste Management Commission under the repealed *Waste Management Act 1987*, of waste (within the meaning of that Act) having been deposited on the land between 1 January 1983 and 30 April 1995?

**Note-**

These questions relate to details required to be recorded by the EPA in the public register. If the EPA answers "YES" to any of the questions, the purchaser may obtain those details from the public register on payment of the prescribed fee.

**5-Pollution and site contamination on the land-other details held by EPA**

Does the EPA hold any of the following details in relation to the land or part of the land:

- (a) a copy of a report known as a "Health Commission Report" prepared by or on behalf of the South Australian Health Commission (under the repealed *South Australian Health Commission Act 1976*)?
- (b) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993* ?
- (c) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993* ?

(d) a copy of a pre-1 July 2009 site audit report?

(e) details relating to the termination before completion of a pre-1 July 2009 site audit?

**Note-**

These questions relate to details that the EPA may hold. If the EPA answers "YES" to any of the questions, the purchaser may obtain those details from the EPA (on payment of any fee fixed by the EPA).

**6-Further information held by councils**

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

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

(b) a change in the use of the land or part of the land (within the meaning of the *Development Act 1993* or the *Planning, Development and Infrastructure Act 2016*)?

**Note-**

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

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

It should be noted that-

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

**7-Further information for purchasers**

**Note-**

The purchaser is advised that other matters under the *Environment Protection Act 1993* (that is, matters other than those referred to in this Statement) that may be relevant to the purchaser's further enquiries may also be recorded in the public register. These include:

- details relating to environmental authorisations such as applications, applicants, locations of activities, conditions, suspension, cancellation or surrender of authorisations, disqualifications, testing requirements and test results;
- details relating to activities undertaken on the land under licences or other environmental authorisations no longer in force;
- written warnings relating to alleged contraventions of the *Environment Protection Act 1993*;
- details of prosecutions and other enforcement action;
- details of civil proceedings;
- other details prescribed under the *Environment Protection Act 1993* (see section 109(3)(1)).

Details of these matters may be obtained from the public register on payment to the EPA of the prescribed fee. If-

- an environment performance agreement, environment protection order, clean-up order, clean-up authorisation, site contamination assessment order or site remediation order has been registered on the certificate of title for the land; or
- a notice of declaration of special management area in relation to the land has been gazetted; or
- a notation has been made on the certificate of title for the land that a site contamination audit report has been prepared in respect of the land; or
- a notice of prohibition or restriction on taking water affected by site contamination in relation to the land has been gazetted,

it will be noted in the items under the heading *Environment Protection Act 1993* under the Table of Particulars in this Statement. Details of any registered documents may be obtained from the Lands Titles Registration Office.

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



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

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

#### Governance

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

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

#### Use of your property

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

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

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

#### Are you buying a debt?

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

#### Expenses

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

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

#### Guarantee

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

#### Contracts

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

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

#### Buying off the plan

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

#### Mixed use developments—voting rights

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

#### Further information

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

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

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

You can also seek advice from a legal practitioner.

**ANNEXURES**

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

\* The following documents are annexed hereto -

- Property Interest Report
- Council Search
- Emergency Services Levy Certificate
- Land Tax Certificate
- Water Certificate
- Memorandum of Encumbrance
- Community Search
- Environment Protection Authority Report

**ACKNOWLEDGEMENT OF RECEIPT**

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

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

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

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

(\*Strike out whichever is not applicable)

# Form R3

## Buyers information notice

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

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

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

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

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

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

### **Safety**

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

## Enjoyment

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

## Value

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

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

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



Product  
Date/Time  
Customer Reference  
Order ID

Register Search (CT 6283/846)  
10/12/2024 10:59AM  
F4245  
20241210003422

REAL PROPERTY ACT, 1886



South Australia

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



## Certificate of Title - Volume 6283 Folio 846

Parent Title(s) CT 6215/248  
Creating Dealing(s) ACT 14010838  
Title Issued 14/04/2023 Edition 3 Edition Issued 10/05/2023

## Estate Type

FEE SIMPLE

## Registered Proprietor

ALLAN JAMES CURTIS  
ROBYN LOUISE CURTIS  
OF 13 FRESHMEADOW DRIVE SEAFORD RISE SA 5169  
AS JOINT TENANTS

## Description of Land

LOT 12 PRIMARY COMMUNITY PLAN 42963  
IN THE AREA NAMED ST CLAIR  
HUNDRED OF YATALA

## Easements

NIL

## Schedule of Dealings

Dealing Number	Description
11844783	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)
12043368	AMENDMENT OF AGREEMENT 11844783
14028273	ENCUMBRANCE TO ST CLAIR JV NOMINEE PTY. LTD. (ACN: 135 422 703)
14028274	MORTGAGE TO PERPETUAL CORPORATE TRUST LTD. (ACN: 000 341 533)

## Notations

Dealings Affecting Title NIL

Priority Notices NIL

### Notations on Plan

Lodgement Date	Dealing Number	Description	Status
06/04/2023	14010839	BY-LAWS	FILED
06/04/2023	14010840	SCHEME DESCRIPTION	FILED
06/04/2023	14010841	DEVELOPMENT CONTRACT	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

# Property Interest Report

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

<b>Title Reference</b>	CT 6283/846	<b>Reference No.</b> 2632349
<b>Registered Proprietors</b>	R L & A J*CURTIS	<b>Prepared</b> 10/12/2024 10:59
<b>Address of Property</b>	6C HILL SMITH BOULEVARD, ST CLAIR, SA 5011	
<b>Local Govt. Authority</b>	CITY OF CHARLES STURT	
<b>Local Govt. Address</b>	PO BOX 1 WOODVILLE SA 5011	

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

## Table of Particulars

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

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

<u>Prescribed encumbrance</u>	<u>Particulars</u> (Particulars in bold indicates further information will be provided)
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### 1. General

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

### 2. Aboriginal Heritage Act 1988

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



an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

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

**6. Repealed Act conditions**

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

**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](http://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) will respond with details relevant to this item**
- 8.2 section 93 - Environment protection order that is registered in relation to the land  
**EPA (SA) will respond with details relevant to this item**
- 8.3 section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land  
**EPA (SA) will respond with details relevant to this item**
- 8.4 section 99 - Clean-up order that is registered in relation to the land  
**EPA (SA) will respond with details relevant to this item**
- 8.5 section 100 - Clean-up authorisation that is registered in relation to the land  
**EPA (SA) will respond with details relevant to this item**
- 8.6 section 103H - Site contamination assessment order that is registered in relation to the land  
**EPA (SA) will respond with details relevant to this item**
- 8.7 section 103J - Site remediation order that is registered in relation to the land  
**EPA (SA) will respond with details relevant to this item**
- 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) will respond with details relevant to this item**

- |   |  |   |
|---|--|---|
| 8.9   | section 103P - Notation of site contamination audit report in relation to the land   | <b>EPA (SA) will respond with details relevant to this item</b>   |
| 8.10  | section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land | <b>EPA (SA) will respond with details relevant to this item</b>   |
| <b>9. <i>Fences Act 1975</i></b>                                  |  |   |
| 9.1   | section 5 - Notice of intention to perform fencing work  | Contact the vendor for these details  |
| <b>10. <i>Fire and Emergency Services Act 2005</i></b>            |  |   |
| 10.1  | section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire              | Contact the Local Government Authority for other details that might apply<br>Where the land is outside a council area, contact the vendor                               |
| <b>11. <i>Food Act 2001</i></b>                                   |  |   |
| 11.1  | section 44 - Improvement notice  | Public Health in DHW has no record of any notice or direction affecting this title<br>also<br>Contact the Local Government Authority for other details that might apply |
| 11.2  | section 46 - Prohibition order   | Public Health in DHW has no record of any notice or direction affecting this title<br>also<br>Contact the Local Government Authority for other details that might apply |
| <b>12. <i>Ground Water (Qualco-Sunlands) Control Act 2000</i></b> |  |   |
| 12.1  | Part 6 - risk management allocation  | Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title   |
| 12.2  | section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property        | DEW Water Licensing has no record of any notice affecting this title  |
| <b>13. <i>Heritage Places Act 1993</i></b>                        |  |   |
| 13.1  | section 14(2)(b) - Registration of an object of heritage significance  | Heritage Branch in DEW has no record of any registration affecting this title   |
| 13.2  | section 17 or 18 - Provisional registration or registration  | Heritage Branch in DEW has no record of any registration affecting this title   |
| 13.3  | section 30 - Stop order  | Heritage Branch in DEW has no record of any stop order affecting this title   |
| 13.4  | Part 6 - Heritage agreement  | Heritage Branch in DEW has no record of any agreement affecting this title<br>also<br>Refer to the Certificate of Title   |
| 13.5  | section 38 - "No development" order  | Heritage Branch in DEW has no record of any "No development" order affecting this title   |
| <b>14. <i>Highways Act 1926</i></b>                               |  |   |
| 14.1  | Part 2A - Establishment of control of access from any road abutting the land   | Transport Assessment Section within DIT has no record of any registration affecting this title  |
| <b>15. <i>Housing Improvement Act 1940 (repealed)</i></b>         |  |   |
| 15.1  | section 23 - Declaration that house is undesirable or unfit for human habitation   | Contact the Local Government Authority for other details that might apply   |
| 15.2  | Part 7 (rent control for substandard houses) - notice or declaration   | Housing Safety Authority has no record of any notice or declaration affecting this title  |
| <b>16. <i>Housing Improvement Act 2016</i></b>                    |  |   |

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

**17. Land Acquisition Act 1969**

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

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

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

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

**21. Local Government Act 1999**

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

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

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

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

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

**24. Mining Act 1971**

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

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

**25. Native Vegetation Act 1991**

25.1 Part 4 Division 1 - Heritage agreement DEW Native Vegetation has no record of any agreement affecting this title  
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 Amendment**

**Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment -** The Chief Executive of the Department for Trade and Investment has initiated the Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment to review the definitions for 'ancillary accommodation' and 'student accommodation'. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal [https://plan.sa.gov.au/have\\_your\\_say/general\\_consultations](https://plan.sa.gov.au/have_your_say/general_consultations) or phone PlanSA on 1800752664.

**Code Amendment**

**Brompton Gasworks (Minor Amendments) –** MAB Corporation is developing the Brompton Gasworks site into a medium density, mixed use urban village. Minor Code Amendments have been proposed, to provide greater certainty that the site will developed in accordance with the agreed Master Plan, particularly in relation to providing more open space and integrating heritage buildings. For more information, visit the Code Amendments webpage on the SA Planning Portal [https://plan.sa.gov.au/have\\_your\\_say/general\\_consultations](https://plan.sa.gov.au/have_your_say/general_consultations) or phone PlanSA on 1800752664.

**Code Amendment**

**Accommodation Diversity -** The State Planning Commission is proposing refinements to policy to provide more flexibility in housing design to encourage housing choices to meet the needs of South Australians. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal: [https://plan.sa.gov.au/have\\_your\\_say/general\\_consultations](https://plan.sa.gov.au/have_your_say/general_consultations) or phone PlanSA on 1800 752 664.

29.2 section 127 - Condition (that continues to apply) of a development authorisation  
*[ Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]* State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title  
 also

Contact the Local Government Authority for other details that might apply

29.3 section 139 - Notice of proposed work and Contact the vendor for these details

notice may require access

- 29.4 section 140 - Notice requesting access Contact the vendor for these details
- 29.5 section 141 - Order to remove or perform work  
State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title  
  
also  
Contact the Local Government Authority for other details that might apply
- 29.6 section 142 - Notice to complete development  
State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title  
  
also  
Contact the Local Government Authority for other details that might apply
- 29.7 section 155 - Emergency order  
State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title  
  
also  
Contact the Local Government Authority for other details that might apply
- 29.8 section 157 - Fire safety notice  
Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title  
  
also  
Contact the Local Government Authority for other details that might apply
- 29.9 section 192 or 193 - Land management agreement Refer to the Certificate of Title
- 29.10 section 198(1) - Requirement to vest land in a council or the Crown to be held as open space  
State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title  
  
also  
Contact the Local Government Authority for other details that might apply
- 29.11 section 198(2) - Agreement to vest land in a council or the Crown to be held as open space  
State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title  
  
also  
Contact the Local Government Authority for other details that might apply
- 29.12 Part 16 Division 1 - Proceedings  
Contact the Local Government Authority for details relevant to this item  
  
also  
Contact the vendor for other details that might apply
- 29.13 section 213 - Enforcement notice  
State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title  
  
also  
Contact the Local Government Authority for other details that might apply
- 29.14 section 214(6), 214(10) or 222 - Enforcement order  
Contact the Local Government Authority for details relevant to this item  
  
also  
State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

**30. Plant Health Act 2009**

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

**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

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

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

## Additional Information

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

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

## Notices

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

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

#### Building restrictions

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

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

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

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

#### Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

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

Water Resources Management - Taking of underground water

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

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

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



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

Title and Valuation Package  
10/12/2024 10:59AM  
F4245  
20241210003422

## Certificate of Title

**Title Reference** CT 6283/846  
**Status** CURRENT  
**Easement** NO  
**Owner Number** 18885740  
**Address for Notices** 13 FRESHMEADOW DR SEAFORD RISE, SA 5169  
**Area** 96m<sup>2</sup> (CALCULATED)

## Estate Type

Fee Simple

## Registered Proprietor

ALLAN JAMES CURTIS  
ROBYN LOUISE CURTIS  
OF 13 FRESHMEADOW DRIVE SEAFORD RISE SA 5169  
AS JOINT TENANTS

## Description of Land

LOT 12 PRIMARY COMMUNITY PLAN 42963  
IN THE AREA NAMED ST CLAIR  
HUNDRED OF YATALA

## Last Sale Details

**Dealing Reference** TRANSFER (T) 14028272  
**Dealing Date** 04/05/2023  
**Sale Price** \$219,900  
**Sale Type** FULL VALUE / CONSIDERATION AND WHOLE OF LAND

## Constraints

### Encumbrances

Dealing Type	Dealing Number	Beneficiary
AGREEMENT	11844783	CITY OF CHARLES STURT
ENCUMBRANCE	14028273	ST CLAIR JV NOMINEE PTY. LTD. (ACN: 135 422 703)
MORTGAGE	14028274	PERPETUAL CORPORATE TRUST LTD. (ACN: 000 341 533)

### Stoppers

NIL

## Valuation Numbers

Valuation Number	Status	Property Location Address
2504821960	CURRENT	6C HILL SMITH BOULEVARD, ST



Product  
Date/Time  
Customer Reference  
Order ID

Title and Valuation Package  
10/12/2024 10:59AM  
F4245  
20241210003422

Valuation Number	Status	Property Location Address
		CLAIR, SA 5011

## Notations

### Dealings Affecting Title

NIL

### Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
06/04/2023 14:07	14010839	BY-LAWS	FILED
06/04/2023 14:07	14010840	SCHEME DESCRIPTION	FILED
06/04/2023 14:07	14010841	DEVELOPMENT CONTRACT	FILED

### Registrar-General's Notes

NIL

### Administrative Interests

NIL

## Valuation Record

<b>Valuation Number</b>	2504821960
<b>Type</b>	Site & Capital Value
<b>Date of Valuation</b>	01/01/2024
<b>Status</b>	CURRENT
<b>Operative From</b>	01/07/2023
<b>Property Location</b>	6C HILL SMITH BOULEVARD, ST CLAIR, SA 5011
<b>Local Government</b>	CHARLES STURT
<b>Owner Names</b>	ALLAN JAMES CURTIS ROBYN LOUISE CURTIS
<b>Owner Number</b>	18885740
<b>Address for Notices</b>	13 FRESHMEADOW DR SEAFORD RISE, SA 5169
<b>Zone / Subzone</b>	URN - Urban Renewal Neighbourhood
<b>Water Available</b>	Yes
<b>Sewer Available</b>	Yes
<b>Land Use</b>	1119 - Unfinished Residential
<b>Description</b>	UNFH
<b>Local Government Description</b>	Residential



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

Title and Valuation Package  
 10/12/2024 10:59AM  
 F4245  
 20241210003422

## Parcels

Plan/Parcel	Title Reference(s)
C42963 LOT 12	CT 6283/846

## Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$190,000	\$340,000			
Previous	\$178,000	\$178,000			

## Building Details

<b>Valuation Number</b>	2504821960
<b>Building Style</b>	Not Available
<b>Year Built</b>	Not Available
<b>Building Condition</b>	Not Available
<b>Wall Construction</b>	Not Available
<b>Roof Construction</b>	Not Available
<b>Equivalent Main Area</b>	0 sqm
<b>Number of Main Rooms</b>	Not Available

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





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

Check Search  
10/12/2024 10:59AM  
F4245  
20241210003422

## Certificate of Title

**Title Reference:** CT 6283/846  
**Status:** CURRENT  
**Edition:** 3

## 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
06/04/2023	14/04/2023	14010839	BY-LAWS	FILED	C42963
06/04/2023	14/04/2023	14010840	SCHEME DESCRIPTION	FILED	C42963
06/04/2023	14/04/2023	14010841	DEVELOPMENT CONTRACT	FILED	C42963

## Registrar-General's Notes

No Registrar-General's Notes exist for this title

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



# Local Government Search

(Form 1)

<b>Certificate Number:</b>	CERT4476/24
<b>Date:</b>	10 December 2024



Billor Code: 10330  
 Ref No: 1868090

**First Paige Form 1**  
**PO Box 2209**  
**SOUTH PLYMPTON SA 5038**

**Property No:** 186809  
**Assessment No:** 2504821960

**Owner:** A J Curtis & R L Curtis  
**Property:** 6C Hill Smith Boulevard ST CLAIR SA 5011

**Lot/Section/Title Reference:** Lot 12 CP 42963 Vol 6283 Fol 846

**Ward:** Woodville

***Pursuant to Section 187 of the Local Government Act 1999 I certify that the following amounts are due and payable in respect of, and are a charge against, the above property as at the date of this certificate:***

Rates for Financial Year 01/07/24 to 30/06/25	\$1,285.00
Levies for Financial Year 01/07/24 to 30/06/25	
Regional Landscape Levy	\$24.10
Payments/Adjustments for Current Financial Year	(\$1,309.10)
Amount Due & Payable	\$0.00

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

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

**Chief Executive Officer**


**Per Authorised Officer:**


**Property No:** 186809  
**Property Address:** 6C Hill Smith Boulevard ST CLAIR SA 5011




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

Prescribed Encumbrances	Other Particulars Required
<b><i>Development Act 1993 (Repealed)</i></b>	
<p>Part 3 – Development Plan</p> <p>Title or other brief description of zone or policy area in which the land is situated (as shown in the Development Plan):</p> <p><b>For updated zoning information, refer to the PlanSA Section 7 Report below.</b></p> <p>Is the land situated in a designated State Heritage area?</p> <p>Is the land designated as a place of Local Heritage value?</p>	<p><b>No</b></p> <p><b>No</b></p>
<b><i>Development Act 1993 (Repealed)</i></b>	
<p>Section 42 – Condition (that continues to apply) of a development authorisation</p>	<p><b>No</b></p>
<b>Building Indemnity Insurance - No</b>	
<p>Further information held by Councils</p> <p>Does the Council hold details of any development approvals relating to –</p> <ul style="list-style-type: none"> <li>(a) Commercial or industrial activity at the land; or</li> <li>(b) A change in the use of the land or part of the land – within the meaning of the Development Act 1993 (Repealed)?</li> </ul>	<p><b>Yes – Refer to the development application(s) listed in this document.</b></p>
<b>Repealed Act conditions</b>	
<p>Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed)</p>	<p><b>No</b></p>
<b><i>Planning, Development and Infrastructure Act 2016</i></b>	

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

<b>Prescribed Encumbrances</b>	<b>Other Particulars Required</b>
Part 11 Division 2 – Proceedings	<b>No</b>
<b><i>Planning, Development and Infrastructure Act 2016</i></b>	
Section 141 – Order to remove or perform work	<b>No</b>
Section 142 – Notice to complete development	<b>No</b>
Section 155 – Emergency order	<b>No</b>
Section 157 – Fire safety notice	<b>No</b>
Section 198(1) – Requirement to vest land in a council or the Crown to be held as open space	<b>No</b>
Section 198(2) – Agreement to vest land in a council or the Crown to be held as open space	<b>No</b>
Part 16 – Division 1 – Proceedings	<b>No</b>
Section 213 – Enforcement notice	<b>No</b>
Section 214(6), 214(10) – Applications to Court	<b>No</b>
Section 222 – Enforcement order to rectify breach	<b>No</b>
Confirmed – Planning and Development: 	
<b><i>Fire and Emergency Services Act 2005</i></b>	

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

Prescribed Encumbrances	Other Particulars Required
South Australian Public Health (Wastewater) Regulations 2013 Part 4 – Condition (that continues to apply) of an approval	<b>No</b>
Confirmed – Environmental Health: <i>G. Miller</i>	
<b>Local Government Act 1934 (repealed) and/or Local Government Act 1999</b>	
Notice, order, declaration, charge, claim or demand given or made under the Act	<b>No</b>
Confirmed – Community Safety: 	
<b>Water Industry Act 2012</b>	
Notice or order under the Act requiring payment of charges or other amounts or making other requirement	<b>No</b>
Confirmed – Alternative Water: 	
<b>Land Acquisitions Act 1969</b>	
Section 10 Notice of intention to acquire	<b>No</b>
Confirmed – Property Management, Planning and Strategy: 	

Prescribed Encumbrances	Other Particulars Required
<p>The information herein is provided pursuant to Council’s obligations under Section 7 of the Land and Business (Sales and Conveyancing) Act and Regulations. Only information, which is required to be provided, has been given and that information should not be taken as a representation as to whether or not any charges or encumbrances affect the Subject Land.</p> <p><b>NOTICES</b></p> <p>Aluminium Composite Panel Cladding (ACP) is defined as flat or profiled aluminium sheet material in composite with any type of material. ACP is an external building cladding material which can create a fire risk if used or installed incorrectly.</p> <p>Both Vendors and Purchasers should take reasonable steps to determine if ACP has been identified on any buildings on the land, and also the status of any required remediation works related to the presence of ACP on such building.</p> <p><b>INFORMATION NOTE</b></p> <p>CHANGES TO PLANNING POLICY AFFECTING LAND IN COUNCIL’S AREA</p> <p>The information provided in this note is additional to, and not in substitution of, any information provided in response to your request for statutory search information. The response to your request, provided with this note, does not reference changes to planning policy affecting all South Australian Councils.</p> <p>Council takes this opportunity to inform you that pursuant to the Planning Development and Infrastructure Act 2016 (Section 65, Clause 2 of Schedule 6 and Clause 9 (7) of Schedule 8), the Council’s Development Plan will be repealed in full and replaced with the Planning and Design Code (Code) at a time on or before 1 July 2020. For further information regarding this change, including the opportunity for comment in relation to the content of the Code, please refer to the SA Planning Portal at <a href="https://www.saplanningportal.sa.gov.au">https://www.saplanningportal.sa.gov.au</a>.</p> <p><b>Additional Information</b></p> <p>This information is provided as additional information, it is not information that Council is statutorily obliged to provide.</p> <p>Parts of the City are subject to flooding. This situation may be subject to change over time. Flood plain mapping data is available on Council’s website.</p>	

The EPA has advised that an Auditor has been appointed in relation to this land.

The EPA can be contacted on 08 8204 2004 for further information.





## Data Extract for Section 7 search purposes

Valuation ID 2504821960

**Data Extract Date:** 10/12/2024

**Parcel ID:** C42963 FL12

**Certificate Title:** CT6283/846

**Property Address:** 6C HILL SMITH BVD ST CLAIR SA 5011

### Zones

Urban Renewal Neighbourhood (URN)

### 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.

#### **Prescribed Wells Area**

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

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

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

#### **Stormwater Management**

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

#### **Traffic Generating Development**

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

#### **Urban Tree Canopy**

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

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

No

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

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

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

No

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

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

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

No

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

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

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

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

### Associated Development Authorisation Information

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

### Application ID: 22018513

Development Description: Community Title Land Division creating 15 allotments from 2 Torrens Title lots and construction of 10 two storey detached dwellings and 5 two storey group dwellings. Stage 1: Land division, Stage 2: Footings, Stage 3: Construction of dwellings, common areas and landscaping.

Site Address: LOT 5005 GALLOP LANE ST CLAIR SA 5011; LOT 5006 GALLOP LANE ST CLAIR SA 5011

**Development Authorisation:** Planning and Land Division Consent

**Date of authorisation:** 14 February 2023

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

Condition 1

A final plan complying with the requirements for plans set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the State Planning Commission for Land Division Certificate purposes.

Condition 2

SA Water's water and sewer network is available for connection in this area. An investigation will need to be undertaken to determine infrastructure needs, appropriate fees and charges. The financial requirements of SA Water shall be met for the provision of water and sewer supply services.

Condition 3

if a connection/s off an existing main is required, an investigation will need to be carried out to determine if the connection/s to your development will be standard or non-standard costs.

Condition 4

SA Water's recycled water network is available for connection in this area. An investigation will need to be undertaken to determine infrastructure needs, appropriate fees and charges. The financial requirements of SA Water shall be met for the provision of recycled water supply services.

Condition 5

The developer must inform potential purchasers of the community lots of the servicing arrangements and seek written agreement prior to settlement, as future alterations would be at full cost to the owner/applicant. <https://www.sawater.com.au/building,-developing-and-plumbing/new-connections-and-alterations/connection-fees>

Condition 6

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

Condition 7

Tree(s) must be planted and/or retained in accordance with DTS/DPF 1.1 of the Urban Tree Canopy Overlay in the Planning and Design Code (as at the date of lodgement of the application). New trees must be planted within 12 months of occupation of the dwelling(s) and maintained and must be replaced if they become diseased or die.

Condition 8

The carparking area associated with this proposal shall be developed in accordance with the following requirements;(i) All car parking spaces, driveways and associated manoeuvring areas shall be sealed in bitumen, concrete or brick pavers prior to occupation of the proposed development.(ii) The proposed car parking layout and access areas are to conform with the Australian Standards 2890.1 for Off-Street Parking Facilities.(iii) That all parking areas be marked, to delineate the parking spaces, prior to the occupation of the proposed development in accordance with the relevant Australian Standard AS 1742.(iv) A sign with the message 'visitor car parking', having an advertising area not exceeding 0.2 square metres, shall be erected at the car park entry and shall be maintained in good condition at all times.

**Condition 9**

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

**Condition 10**

Restricted access That no vehicular larger than a B99 passenger vehicle permitted to access the site.

**Condition 11**

All vehicles are required to enter/exit the common access area in a forward movement.

**Condition 12**

All stormwater from buildings and paved areas shall be disposed of in such a manner that it does not result in the entry of water into a building or affect the stability of a building.

**Condition 13**

All stormwater runoff shall be directed away from neighbouring properties.

**Condition 14**

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

**Condition 15**

That the level of the driveway at the property boundary with a public road must match the existing footpath level or allow for the construction of a footpath, which is compliant with the Disability Discrimination Act.

**Development Authorisation:** Staged Development Approval: and Planning and Land Division Consent

**Date of authorisation:** 2 March 2023

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

**Development Authorisation:** Building Consent - Stage 2

**Date of authorisation:** 24 May 2023

**Name of relevant authority that granted authorisation:** Salisbury Development Services

**Condition 1**

The building work shall be completed in accordance with the endorsed documents.

**Associated Building Indemnity Insurance**

**Building Work:** 10 Two Storey Detached Dwellings and 5 Two Storey Group Dwellings

**Name(s) of person(s) insured:** ALLAN JAMES CURTIS & ROBYN LOUISE CURTIS

**Name of Insurer:** QBE

**Insurance date of issue:** 09/05/2023

**Name of builder:** HOMECORP CONSTRUCTIONS PTY LTD

**Builder's licence number:** BLD293893

**Building Work:** Remainder of Works and Carport Construction

Not Applicable

**Development Authorisation:** Staged Development Approval: Planning and Land Division Consent and Building Consent - Stage 2

**Date of authorisation:** 26 May 2023

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

**Development Authorisation:** Building Consent - Stage 3

**Date of authorisation:** 17 July 2023

**Name of relevant authority that granted authorisation:** Salisbury Development Services

Condition 1

The building work shall be completed in accordance with the endorsed documents.

**Associated Building Indemnity Insurance**

No

**Development Authorisation:** Development Approval: Planning and Land Division Consent and Building Consent - Stage 3

**Date of authorisation:** 19 July 2023

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

**Land Management Agreement (LMA)**

- 11844783 Agreement with Council CITY OF CHARLES STURT



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: 2632349

FIRST PAIGE FORM 1  
80 WATERHOUSE ROAD  
SOUTH PLYMPTON SA 5038

**DATE OF ISSUE**

10/12/2024

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

<b>OWNERSHIP NUMBER</b>		<b>OWNERSHIP NAME</b>		
18885740		R L & A J CURTIS		
<b>PROPERTY DESCRIPTION</b>				
6C HILL SMITH BVD / ST CLAIR SA 5011 / LT 12 C42963				
<b>ASSESSMENT NUMBER</b>	<b>TITLE REF.</b> <small>(A "+" indicates multiple titles)</small>	<b>CAPITAL VALUE</b>	<b>AREA / FACTOR</b>	<b>LAND USE / FACTOR</b>
2504821960	CT 6283/846	\$340,000.00	R4 1.000	RE 0.400
<b>LEVY DETAILS:</b>		<b>FIXED CHARGE</b>	\$	50.00
		<b>+ VARIABLE CHARGE</b>	\$	128.10
<b>FINANCIAL YEAR</b>		<b>- REMISSION</b>	\$	78.90
2024-2025		<b>- CONCESSION</b>	\$	0.00
		<b>+ ARREARS / - PAYMENTS</b>	\$	-99.20
		<b>= AMOUNT PAYABLE</b>	\$	0.00

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

**EXPIRY DATE** 10/03/2025



**Government of South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

## CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

**PAYMENT REMITTANCE ADVICE**

**No payment is required on this Certificate**

**Please Note:**

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

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

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

**Online at:**

**OR**

**By Post to:**

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

RevenueSA  
Locked Bag 555  
ADELAIDE SA 5001



ABN 19 040 349 865  
Land Tax Act 1936

# CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2632349

FIRST PAIGE FORM 1  
80 WATERHOUSE ROAD  
SOUTH PLYMPTON SA 5038

**DATE OF ISSUE**  
10/12/2024

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

<b>OWNERSHIP NAME</b>		<b>FINANCIAL YEAR</b>	
R L & A J CURTIS		2024-2025	
<b>PROPERTY DESCRIPTION</b>			
6C HILL SMITH BVD / ST CLAIR SA 5011 / LT 12 C42963			
<b>ASSESSMENT NUMBER</b>	<b>TITLE REF.</b> <small>(A "+" indicates multiple titles)</small>	<b>TAXABLE SITE VALUE</b>	<b>AREA</b>
2504821960	CT 6283/846	\$190,000.00	0.0096 HA
<b>DETAILS OF THE LAND TAX PAYABLE FOR THE ABOVE PARCEL OF LAND:</b>			
<b>CURRENT TAX</b>	\$ 0.00	<b>SINGLE HOLDING</b>	\$ 0.00
<b>- DEDUCTIONS</b>	\$ 0.00		
<b>+ ARREARS</b>	\$ 0.00		
<b>- PAYMENTS</b>	\$ 0.00		
<b>= <u>AMOUNT PAYABLE</u></b>	<b>\$ 0.00</b>		

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

**ON OR BEFORE** 10/03/2025



**Government of South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Land Tax Act 1936

# CERTIFICATE OF LAND TAX PAYABLE

**PAYMENT REMITTANCE ADVICE**

**No payment is required on this Certificate**



**Please Note:**

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

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

**Online at:**

**OR**

**By Post to:**

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

RevenueSA  
Locked Bag 555  
ADELAIDE SA 5001



Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
25 04821 96 0	CT6283846	11/12/2024	8396	2632349

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: R L & A J CURTIS  
 Location: 6C HILL SMITH BVD ST CLAIR LT12 C42963  
 Description: UNFH Capital Value: \$ 340 000  
 Rating: Residential

### Periodic charges

Raised in current years to 31/12/2024

			\$
	Arrears as at: 30/6/2024	:	0.00
Water main available: 1/7/2023	Water rates	:	157.20
Sewer main available: 1/7/2023	Sewer rates	:	173.90
	Water use	:	0.00
	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	:	331.10CR
	Balance outstanding	:	0.00

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

Next quarterly charges: Water supply: 78.60 Sewer: 86.95 Bill: 22/1/2025

This account has no meter of its own but is supplied from account no 25 04818 77 \*.

The Water Use apportionment option is Nil.

If your property was constructed before 1929, it's recommended you request a property interest report and internal 'as constructed' sanitary drainage drawing to understand any specific requirements relating to the existing arrangements.

As constructed sanitary drainage drawings can be found at <https://maps.sa.gov.au/drainageplans/>.

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



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

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





## South Australian Water Corporation

Name: R L & A J CURTIS      Water & Sewer Account  
 Acct. No.: 25 04821 96 0      Amount: \_\_\_\_\_

Address:  
 6C HILL SMITH BVD ST CLAIR LT12  
 C42963

### Payment Options

**EFT**

EFT Payment

Bank account name: SA Water Collection Account  
 BSB number: 065000  
 Bank account number: 10622859  
 Payment reference: 2504821960



Bill code: 8888  
 Ref: 2504821960

Telephone and Internet Banking — BPAY®

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



Paying online

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



Paying by phone

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

SA Water account number: 2504821960

# E 14028273

Lodged: 04 May 2023 02:38:02 PM  
3 OF 5

Form M2  
Version 40.4

LANDS TITLES REGISTRATION OFFICE  
SOUTH AUSTRALIA

Registered: 10 May 2023 01:16:06 PM



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## ENCUMBRANCE

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Responsible Subscriber: GADENS LAWYERS - GADENS LAWYERS BRISBANE (EL - PEXA) (E100237)  
Reference: 421290/1335

ELN Lodgement Case ID: 781096577  
ELN Workspace ID: 9636539

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**PRIVACY COLLECTION STATEMENT:** The information in this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

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### ESTATE AND/OR INTEREST BEING ENCUMBERED

FEE SIMPLE

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### LAND DESCRIPTION

THE WHOLE OF THE LAND IN CT VOLUME 6283 FOLIO 846

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### ENCUMBRANCER (Full name and address)

ALLAN JAMES CURTIS OF 13 FRESHMEADOW DR SEAFORD RISE SA 5169  
ROBYN LOUISE CURTIS OF 13 FRESHMEADOW DR SEAFORD RISE SA 5169

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### ENCUMBRANCEE (Full name, address and mode of holding)

ST CLAIR JV NOMINEE PTY. LTD. ACN 135422703 OF 294 ST CLAIR AV ST CLAIR SA 5011

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THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE WITH AN ANNUITY OR RENT CHARGE OF TEN CENTS (\$0.10) IF DEMANDED TO BE PAID TO THE ENCUMBRANCEE ANNUALLY AT THE TIMES AND IN THE MANNER FOLLOWING COMMENCING 30 JUNE 2023 FOR A PERIOD OF 99 YEARS

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE in accordance with those terms and conditions expressed below

### TERMS AND CONDITIONS OF THIS ENCUMBRANCE

- (a) Document Reference
- (b) Additional terms and conditions

Refer to Covenants

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DATED 04 MAY 2023

### CERTIFICATION

#### Encumbrancer

The Certifier has taken reasonable steps to verify the identity of the encumbrancer or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Emma Sullivan

Practitioner Certifier

For: ECKERMANN CONVEYANCERS (SA) PTY LTD

On behalf of: ALLAN JAMES CURTIS, ROBYN LOUISE CURTIS

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**Encumbrancee**

The Certifier has taken reasonable steps to verify the identity of the encumbrancee or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Christine Ward

Practitioner Certifier

For: FINLAYSONS

On behalf of: ST CLAIR JV NOMINEE PTY. LTD.

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This is a representation of an instrument that was electronically lodged

AND THE OWNER ALSO ENCUMBERS THE ESTATE AND INTEREST IN THE SAID LAND ABOVE DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE WITH THE PERFORMANCE AND OBSERVANCE OF THE COVENANTS BY THE OWNER HEREIN CONTAINED ("THE COVENANTS") (THE BURDEN ON PROVING THE PERFORMANCE AND OBSERVANCE OF WHICH SHALL BE BORNE BY THE OWNER)

PROVIDED THAT THE ENCUMBRANCEE SHALL NOT DEMAND PAYMENT OF THE SAID RENTAL CHARGE IF AND SO LONG AS THE OWNER AND THE OWNER'S SUCCESSORS IN TITLE SHALL DULY PERFORM AND OBSERVE ALL OF THE COVENANTS

AND PROVIDED FURTHER THAT NONE OF THE FOREGOING PROVISIONS FOR OR IN RESPECT OF THE PAYMENT OF THE SAID ANNUITY OR YEARLY RENT CHARGE SHALL IN ANY WAY AFFECT OR PREJUDICE THE RIGHTS OF THE ENCUMBRANCEE OR ANY OTHER PERSON CLAIMING UNDER THE ENCUMBRANCE AS PURCHASER OF ANY PART OR PARTS OF THE WHOLE OF THE LAND COMPRISED IN THE DEVELOPMENT ZONE TO AN INJUNCTION TO PREVENT OR RESTRAIN ANY BREACH OF THE COVENANTS OR TO DAMAGES FOR SUCH BREACH

THE OWNER FOR ITSELF AND ITS SUCCESSORS IN TITLE HEREBY COVENANTS WITH THE ENCUMBRANCEE AS PROPRIETOR OF AND ALL OTHER PERSONS CLAIMING UNDER THE ENCUMBRANCE AS PURCHASERS OF ANY PART OR PARTS OF THE DEVELOPMENT ZONE THAT THE BURDEN OF THE COVENANTS SHALL BE BINDING ON THE SAID LAND AND EACH AND EVERY PART THEREOF AND OF ALL SUCCESSIVE OWNERS, OCCUPIERS, TRANSFEREES AND TENANTS THEREOF TO THE INTENT THAT THE BENEFIT OF THE COVENANTS SHALL BE ANNEXED TO AND DEVOLVE WITH EACH AND EVERY PART OF THE SAID DEVELOPMENT ZONE OTHER THAN THE SAID LAND HEREBY ENCUMBERED.

#### COVENANTS

IT IS COVENANTED BETWEEN THE OWNER AND ENCUMBRANCEE as follows:

##### 1 Owner's Covenants

The Owner covenants with the Encumbrancee that:

- 1.1 The Owner will not use or allow to be used the said land or any part thereof for any purpose other than for residential purposes.
- 1.2 The Owner will not erect or allow to be erected more than one dwelling on the said land without the prior written approval of the Encumbrancee.
- 1.3 The Owner will not erect, install, make or carry out, or allow to be erected, installed, made or carried out any:
  - 1.3.1 building or structure (including a fence or wall of any nature whatsoever) in or over the said land or any part thereof except in accordance with plans and a schedule of materials which are sufficient to outline the building or structure and which have received the prior written approval of the Encumbrancee as having complied with the Urban Design Guidelines and the Building Envelope Plan; or
  - 1.3.2 site works (including fencing, any excavation, any levelling or filling or any retaining wall or any driveway or any rainwater tank) on or about the said land or any part thereof except in accordance with plans which are sufficient to outline the works and which have received the prior written approval of the Encumbrancee,

PROVIDED THAT the Encumbrancee will not unreasonably or capriciously refuse or withhold or delay any such approval but a refusal or delay shall not be deemed unreasonable or capricious if in the Encumbrancee's reasonable opinion the proposed works do not conform with the Urban Design Guidelines (including any requirement that the

said land be connected to, or is capable of being connected to, a provider of Recycled Water) or the Building Envelope Plans prepared and amended from time to time by the Encumbrancee in respect of lands within the Development Zone or the proposed works are undesirable by reason of the effect that they would have upon the development, appearance, health or amenity of the neighbourhood of which the said land forms part or any part of it.

- 1.4 The Owner will not allow any undue delay to occur in the commencement or in the completion of any work approved by the Encumbrancee and will not allow any variation to such work as approved to occur other than in accordance with the terms of any subsequent written approval of the Encumbrancee given before such variation is commenced.
- 1.5 The Owner will not obstruct or do anything which would prevent or hinder the Encumbrancee its servants agents or contractors from entering the said land for the purpose of remedying any breach by the Owner of its obligations under this Encumbrance of which breach at least 14 days' notice in writing has been given to the Owner and which breach has not then been remedied.
- 1.6 The Owner shall not divide the said land or allow the said land to be divided without the prior written approval of the Encumbrancee.
- 1.7 The Owner will not cause or permit any building works to be undertaken on the said land without obtaining professional engineering advice and design works in respect of such building works.
- 1.8 The Owner will not cause or permit the said land to be resold or advertised for sale unless a dwelling has been constructed thereon and unless the Encumbrancee has consented in writing to such resale and/or advertising, which approval may be refused at the absolute discretion of the Encumbrancee, without ascribing any reason therefore.
- 1.9 Without in anyway limiting clause 1.8, if the Encumbrancee consents to the transfer of land the Owner will not transfer or otherwise dispose of his estate and interest in the land without:
  - 1.9.1 First notifying the Encumbrancee at least 28 days before the transfer and obtaining from the intending purchaser or transferee the execution of an encumbrance that complies in all respects with the terms and conditions contained herein prepared by the Encumbrancee's solicitors at the cost of the Owner and lodged with the Lands Titles Office after the transfer of the land but before any mortgage; and
  - 1.9.2 the Owner remedying all breaches or defaults and paying all monies payable under the Encumbrance (if any) by the Owner under this Encumbrance prior to the transfer.

at the cost in all things of the Owner including stamp duty and registration fees and any legal or other costs incurred by the Encumbrancee to prepare, execute, attend settlement and register the Memorandum of Encumbrances contemplated above.

- 1.10 Notwithstanding clause 1.9 and without prejudice to the provisions of that clause each:
  - 1.10.1 person claiming an estate and interest in fee simple in the Land or any part thereof shall by virtue of accepting the instrument of transfer under the Real Property Act be deemed to have covenanted with the Encumbrancee to perform and observe all the covenants contained in this Encumbrance on the part of the Owner to be performed and observed;
  - 1.10.2 person claiming an estate and interest as mortgagee or encumbrancee in the Land or any part thereof shall by virtue of becoming registered as such be deemed to have covenanted with the Encumbrancee that such person will not:
    - 1.10.2.1 exercise a power of sale without obtaining from the proposed transferee and delivering to the Encumbrancee a like covenant as is mentioned in clause 1.9.1; and



- 1.10.2.2 exercise a power of foreclosure (in the case of a mortgage) without executing and delivering to the Encumbrancee a covenant by such person to perform and observe all the covenants contained in this Encumbrance on the part of the Owner to be performed and observed.
- 1.11 No improvement or structure shall be erected, altered or added to or made in or over the Land or any part thereof unless such erection, alteration or addition:
  - 1.11.1 complies with the Urban Design Guidelines to the satisfaction of the Encumbrancee; and
  - 1.11.2 has received the prior written approval of the Encumbrancee.
- 1.12 The Owner shall not allow:
  - 1.12.1 any part of the Land:
    - 1.12.1.1 which has not been improved; and
    - 1.12.1.2 which is within public view (including the area between the front building line of any dwelling erected upon the Land and the boundary of the Land),  
  
to remain without landscaping for a period exceeding three (3) months of completion of construction of a dwelling on the Land;
  - 1.12.2 any landscaping to occur on the Land which:
    - 1.12.2.1 does not comply with the Urban Design Guidelines; or
    - 1.12.2.2 is (in the reasonable opinion of the Encumbrancee) generally inconsistent with the general standard of landscaping of allotments and public verges in the Development Zone; or
  - 1.12.3 landscaping on the Land to become outdated, unattractive or in a state of disrepair;
  - 1.12.4 any noxious or unlawful plant, tree or shrub to grow on the Land;
  - 1.12.5 any garden areas or plantings on the Land to die or become overgrown or untidy;
- 1.13 The Owner shall not allow external boundaries on the Land to remain without approved fencing for a period of three (3) months of completion of construction of a dwelling on the Land.
- 1.14 The Owner will not permit;
  - 1.14.1 the said land to remain vacant for more than 12 months from the date hereof or such other latter date as the Encumbrancee may advise the Owner in writing by which date the Owner must substantially commence construction of a dwelling on the said land in accordance with plans and specifications approved by the Encumbrancee; or
  - 1.14.2 allow development of the Land to be delayed such that the construction of a residential dwelling which complies with the plans and specifications approved by the Encumbrancee is not completed within 12 months from when construction of such residential dwelling is first commenced (or such further time as the Encumbrancee may agree with Owner).
- 1.15 If the Owner shall make any default under sub-clause 1.14 the Encumbrancee may give to the Owner notice in writing to make good such default by commencing and proceeding with or

completing (as the case may require) the erection of such dwelling in accordance with the plans and specifications approved by the Encumbrancee without any delay and if the Owner shall fail for one calendar month to comply with such notice then and in any such case the Encumbrancee may forthwith at any time whilst such default continues and without prejudice to any other power right or remedy sell in exercise of its power of sale the said land in such manner and for such price and upon such terms and conditions as it may think fit and in addition thereto the Encumbrancee shall at any time whilst any such default continues have the option of repurchasing from the Owner the said land (and any partly erected building thereon) at a price equal to the total of:

- 1.15.1 90% of the price paid for the said land by the Owner to the AVJennings or previous Owner; and
- 1.15.2 90% of the market value if any (as at the date of the exercise of the option) of any partly or wholly erected building or fixture or improvement thereon and complying in all respects with the approved given under clause 1.3 erected affixed or made at the expense of the Owner such value to be determined by the valuation of a licensed valuer nominated by the President or Acting President for the time being of the Australian Institute of Land Valuers and Economists Incorporated (SA Division) at the request of the Encumbrancee and whose costs shall be borne by the Owner;

with a settlement date being 30 days after the determination of the price and otherwise on the same terms and conditions as the contract of sale made between the AVJennings as vendor and the Owner as purchaser.

- 1.16 The Owner will pay to the Encumbrancee on demand all costs (including legal costs) and expenses incurred by the Encumbrancee its servants agents or contractors in respect of any breach by the Owner of its obligations under this Encumbrance and any action taken to remedy the same. All such costs and expenses may be recovered in any court of competent jurisdiction or deducted from the price paid for the land in accordance with clause 1.15 in addition to all other powers and rights available to the Encumbrancee hereunder.

AND the Owner acknowledges for himself and his successors in title that:

- 1.16.1 the foregoing covenants are entered into and undertaken for the purposes of the Encumbrancee's scheme of development for the lands comprised in the Development Zone (which will be put into effect by the Urban Design Guidelines); and
  - 1.16.2 that the Encumbrancee has declared and undertaken that they have required and will require from each purchaser of the lands comprised in the Development Zone as a condition of its sale of those lands a Memorandum of Encumbrance in substantially similar form to this instrument and containing the same or substantially similar covenants and other stipulations.
- 1.17 If at any time prior or after the date of this Encumbrance, the Encumbrancee has installed, constructed or erected upon the said land any fixture, wall or fence of any nature whatsoever ("the entry statement") as an entry statement for any part of the Encumbrancee's scheme of development for the Development Zone, the Owner must not without the prior written approval of the Encumbrancee:-
    - 1.17.1 demolish or alter the entry statement in any way (including by changing or removing any colours of or lettering comprised in the entry statement);
    - 1.17.2 allow any graffiti on or non-structural damage to or want of repair of the entry statement to remain un-remedied for a period of longer than fourteen (14) days after the Owner becomes aware of the existence of such graffiti, non-structural damage to or want of repair; or
    - 1.17.3 fail to properly maintain the entry statement including by way of:-

- 1.17.3.1 maintaining any painting, colours and lettering of the entry statement;
- 1.17.3.2 removing any graffiti; and
- 1.17.3.3 repairing any non-structural damage occurring to the entry statement.

- 1.18 The Owner shall not allow upon the said land any transportable dwelling house or any other caravan or other temporary dwelling unless first approved in writing by the Encumbrancee.
- 1.19 The Owner shall not allow any dwelling, building, improvement or structure on the said land to become in a state of disrepair, worn out, decadent or unattractive having regard to the general standard of other dwellings, buildings, improvements and structures on allotments in the Development Zone.
- 1.20 The Owner must not at any time disconnect the supply of Recycled Water to the dwelling on the Land.

## 2 Waiver of this Encumbrance

The Encumbrancee may from time to time in its absolute discretion modify waive or release any of the Covenants and other stipulations herein contained or implied and no such waiver or modification of release shall release the Owner or its successors in title from the covenants and other stipulations contained and implied in this Encumbrance.

## 3 Waiver/Discharge of other Encumbrances

The Encumbrancee may from time to time in its absolute discretion:

- 3.1 modify waive or release any of the covenants and other stipulations expressed or implied in any Memorandum of Encumbrance or other instrument whatsoever relating to any other land in the Development Zone and whether the same were entered into or imposed before or at the same time as or after the date hereof and no such modification or waiver or release shall release the Owner from the covenants and other stipulations herein contained and implied; or
- 3.2 discharge one or more of the Memoranda of Encumbrance registered over the land in the Development Zone or transfer one or more of such Memoranda to such body or bodies as it in its absolute discretion deem fit;

AND it is hereby acknowledged and agreed that the Encumbrancee will not be liable for any loss or damage suffered by the Owner for or on account of or in any way whatsoever arising out of or connected with any non-observance of or any failure to enforce any other provisions of this Encumbrance or of any other encumbrance and the Owner will indemnify and keep indemnified the Encumbrancee and their respective agents and servants from and against all claims for any such loss or damage.

## 4 Notices

- 4.1 Any notice or demand to be given to or made upon the Owner hereunder may be given or made by posting or delivering the same in writing signed by any officer of or solicitor or agent for and on behalf of the Encumbrancee to or at the address of the Owner appearing on the front page of this Encumbrance or the last known place of abode or business of the Owner or by posting the same at any Post Office in an envelope directed to the Owner at any address aforesaid.
- 4.2 Any notice to be given to or served upon the Encumbrancee may be given or served by delivering the same at or sending the same through the Post Office addressed to the Encumbrancee at its principal office for the time being in Adelaide.
- 4.3 Any notice posted as aforesaid shall be deemed to have been received 48 hours after the time of posting.

## 5 Definitions and Interpretation

In this Encumbrance:

- 5.1 Development Zone means the land formerly comprised in Certificate of Title Volume 6036 Folio 486;
- 5.2 Building Envelope Plan means the building envelope plan provided to the first Owner as an annexure to the original contract for the sale and purchase of the said land, copies of which may be obtained during normal business hours from the Encumbrancee
- 5.3 The Owner includes the Encumbrancer and the registered owner for the time being, and each successive registered proprietor of the land;
- 5.4 Recycled Water means non-potable, reclaimed, recycled or reused water or any combination of these and may include any combination of these with potable water or rainwater, provided that the quality of such Recycled Water will not be less than Class A as classified by the South Australian Reclaimed Water Guidelines;
- 5.5 AVJennings means AVJennings Properties SPV No 4 Pty Ltd (ACN 126 373 064);
- 5.6 Urban Design Guidelines means the St Clair urban design guidelines published by or on behalf of the Encumbrancee, which relate to the building scheme which has been or will be adopted in the Development Zone (which may be varied from time to time by the Encumbrancee) provided to the first Owner as an annexure to the original contract for the sale and purchase of the said land, copies of which may be obtained during normal business hours from the Encumbrancee.

A reference to a party includes the heirs, executors, successors or assignors of that party;

- 5.7 If there shall be more than one person responsible hereunder as the Owner or as a successor in title to the Owner, the liability of each of such person or persons shall be both joint and several;
- 5.8 Unless repugnant to the context words importing any particular gender shall include all other genders and words importing the singular number shall include the plural and vice versa;
- 5.9 Headings are used for convenience of reference only and shall not affect the interpretation or construction of this Encumbrance.

AND subject as aforesaid the Encumbrancee shall be entitled to all the powers rights and remedies given to encumbrances by the Real Property Act 1886 (as amended).

## 6 Severance

Each word, phrase, sentence and clause (a "provision") of this Encumbrance is severable and if a court determines that a provision is unenforceable, illegal or void the court may sever that provision and such severance will not affect the other provisions of this Encumbrance.

## 7 Sunset Clause

- 7.1 The rights and obligations of the Encumbrancee will cease upon the later of the following:
  - 7.1.1 One (1) year from the date the last residential allotment in the Development Zone is transferred from AVJennings to a third party; or
  - 7.1.2 31 December 2023.

for the avoidance of doubt it is expressly stated that the rights and obligations of the Owner of any land in the Development Zone will continue despite Clause 7.1.

**STATEMENT PURSUANT TO SECTION 139 OF THE COMMUNITY TITLES ACT 1996**

Date of Statement: **11 December 2024**

**Community Lot** in respect of which the Statement is issued: Lot **12** in **Community Plan No. 42963 at 1-15 Gallop Lane, ST CLAIR SA 5011**

Unit entitlement: 655  
 Total entitlement: 10000  
 Water Payment Method: Owners receive and pay accounts direct to SA Water.

Unit owner: **Allan & Robyn Curtis**

Person requesting certificate:

**Name: First Paige Form 1**  
**Address: 19 Towers Terrace, SOUTH PLYMPTON SA 5038**

**The Community corporation certifies the following with respect to the Lot being the subject of this Statement:**

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

Total amount last determined with respect to the lot

Amount	Period
\$524.00	01 Oct 2024 to 30 Sep 2025

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

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

Amount	Period	Date due
[PAID]\$131.00	01 Oct 2024 to 31 Dec 2024	01 Oct 2024
\$131.00	01 Jan 2025 to 31 Mar 2025	01 Jan 2025
\$131.00	01 Apr 2025 to 30 Jun 2025	01 Apr 2025
\$131.00	01 Jul 2025 to 30 Sep 2025	01 Jul 2025

Amount owing \$0.00

Interest due on unpaid levies \$0.00

Amount in credit for prepaid levies \$0.00

**2. Sinking fund – contributions payable by regular periodic instalments or lump sum (section 139 (1) of the Act)**

Total amount last determined with respect to the lot

Amount	Period
\$98.40	01 Oct 2024 to 30 Sep 2025

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

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

Amount	Period	Date due
[PAID]\$24.60	01 Oct 2024 to 31 Dec 2024	01 Oct 2024
\$24.60	01 Jan 2025 to 31 Mar 2025	01 Jan 2025
\$24.60	01 Apr 2025 to 30 Jun 2025	01 Apr 2025
\$24.60	01 Jul 2025 to 30 Sep 2025	01 Jul 2025

Amount owing \$0.00

Interest due on unpaid levies \$0.00

Amount in credit for prepaid levies \$0.00

**3. Special contributions**

None

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

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

**5. Particulars of any Expenditure**

(a) Incurred by the Corporation  
**REFER TO MIUNTES ATTACHED.**

(b) Resolved to be incurred to which the unit holder must, or is likely to be required to, contribute  
**Unit Owner is up to date with their levies - Please contact our office prior to settlement to check for any outstanding balances.**

**6. Insurance policies**

Particulars of all insurance policies that the community corporation has taken out.

Strata Community Insurance  
Policy No. SOAI23000047  
Type: Common Property  
Premium: \$676.56  
Next due: 17/04/2025

Cover	Sum insured	Excess
Common Property	\$50,000.00	\$500.00
Public Liability	\$20,000,000.00	\$0.00
Fidelity Guarantee	\$100,000.00	\$0.00

**7. Documents Supplied**

- (i) Minutes of general meetings of the corporation and meetings of the management committee for the last two years
- (ii) Statement of Accounts of the corporation last prepared by the corporation
- (iii) The current policies of insurance taken out by the corporation

**NOTE:**

The information provided is accurate as at the date of this Statement and is not intended to be relied upon by any party other than the person who requested this Statement under Section 139 of the Act. Information provided in this document is valid for 30 days only. After that time, updates will be required by written request.

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

The Community Titles Act requires that :-

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

1.2 S114(7) "Payment of a contribution, 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 by the unit holder by cheque or other instrument will be honoured at the first presentation. i.e. : if the cheque bounces, the owners financial details 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.

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

This Statement was prepared on behalf of Community Corporation 42963 Inc by



.....(signature)

**Ned O'Neil**  
**Horner Management**  
232 South Road  
MILE END SA 5031

**HORNER MANAGEMENT**  
**ABN 72 785 473 932**

232 SOUTH ROAD  
MILE END SA 5031  
Phone: (08) 8234 5777

Email: office@hornermanagement.com.au

[Vendor Ref: Allan & Robyn Curtis]

**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 42963 Inc**  
**6 Hill Street Boulevard, ST CLAIR SA 5011**

**SETTLEMENT DATE:** \_\_\_\_/\_\_\_\_/\_\_\_\_

(Name : As shown on Title) **(Mr/ Mrs/ Miss/ Ms)** \_\_\_\_\_

Place of Birth: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

(Name : As shown on Title) **(Mr/ Mrs/ Miss/ Ms)** \_\_\_\_\_

Place of Birth: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

(Company Titles Only)

Unit Owner/s residential address: \_\_\_\_\_

Unit Owner/s preferred postal address: \_\_\_\_\_

Contact Details: Phone: \_\_\_\_\_ Work: \_\_\_\_\_

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

**Will this unit be tenanted? YES / NO** \*(please circle) \* If "Yes" – Please complete the details below.

**Property Manager / Agent:** \_\_\_\_\_

(If Applicable)

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Accounts to be sent to: **Owner / Agent** \*(please circle)

**Tenant/s Names:** (Mr/ Mrs/ Miss/ Ms) \_\_\_\_\_

Tenant/s Numbers: Mobile: \_\_\_\_\_ Home: \_\_\_\_\_

**Conveyancer acting on behalf of vendor:** \_\_\_\_\_

**Conveyancer acting on behalf of purchaser:** \_\_\_\_\_

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



11 December 2024

Strata Title Management  
Community Title Management  
Residential Property Management  
ACN: 066 416 251 - ABN: 72 785 473 932

**First Page Form 1**  
**19 Towers Terrace**  
**SOUTH PLYMPTON SA 5083**

**TAX INVOICE / RECEIPT**

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**Brief: Section 139 for Unit 6 Hill Street Boulevard, ST CLAIR SA 5011**

**Community Corporation 42963 Inc**

**ABN: 42 349 445 122**

**Fee: \$66.00 (Inclusive GST of \$6.00)**

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PAID IN FULL, WITH THANKS

Renzo Malig  
Body Corporate Assistant  
HORNER MANAGEMENT PTY LTD





**Horner Management**  
 232 South Road  
 Mile End SA 5031

**Income & Expenditure Statement**  
**for the financial year-to-date**  
**01/07/2024 to 10/12/2024**

Ph: 8234 5777  
 office@hornermanagement.com.au

Community Corporation 42963 Inc

1-15 Gallop Lane, ST CLAIR SA 5011

**Administrative Fund**

**Current period**

01/07/2024-10/12/2024

**Revenue**

Interest on Arrears--Admin	3.46
Levies Due--Admin	2,000.00
<i>Total revenue</i>	<u>2,003.46</u>

**Less expenses**

Admin--Document Input Fee	220.00
Admin--Information & Communication	112.50
Admin--Management Fees--Standard	625.00
Admin--Meeting Fee	275.00
Admin--Public Officers Admin Fee	145.00
Admin--Taxation & Government--ABN Registration	55.00
<i>Total expenses</i>	<u>1,432.50</u>

**Surplus/Deficit**

	<u>570.96</u>
Opening balance	0.00

**Closing balance**

**\$570.96**

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Community Corporation 42963 Inc

1-15 Gallop Lane, ST CLAIR SA 5011

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**Sinking Fund**

**Current period**

01/07/2024-10/12/2024

**Revenue**

Interest on Arrears--Sinking 0.65

Levies Due--Sinking 375.40

*Total revenue* 376.05

**Less expenses**

*Total expenses* 0.00

**Surplus/Deficit** 376.05

Opening balance 0.00

**Closing balance** \$376.05



**Horner Management**  
232 South Road  
Mile End SA 5031

## Balance Sheet

### As at 10/12/2024

Ph: 8234 5777  
office@hornermanagement.com.au

Community Corporation 42963 Inc

1-15 Gallop Lane, ST CLAIR SA 5011

	<b>Current period</b>
<b>Owners' funds</b>	
<b>Administrative Fund</b>	
Operating Surplus/Deficit--Admin	570.96
	570.96
<b>Sinking Fund</b>	
Operating Surplus/Deficit--Sinking	376.05
	376.05
<b>Net owners' funds</b>	<b>\$947.01</b>
<b>Represented by:</b>	
<b>Assets</b>	
<b>Administrative Fund</b>	
Cash at Bank--Admin	408.41
Receivable--Levies--Admin	947.00
	1,355.41
<b>Sinking Fund</b>	
Cash at Bank--Sinking	276.32
Receivable--Levies--Sinking	177.75
	454.07
<i>Total assets</i>	1,809.48
<b>Less liabilities</b>	
<b>Administrative Fund</b>	
Creditors--Other--Admin	368.75
Prepaid Levies--Admin	415.70
	784.45
<b>Sinking Fund</b>	
Prepaid Levies--Sinking	78.02
	78.02
<i>Total liabilities</i>	862.47
<b>Net assets</b>	<b>\$947.01</b>



**Horner Management**  
 232 South Road  
 Mile End SA 5031

**Approved Budget  
 to apply from 01/07/2024**

Ph: 8234 5777  
 office@hornermanagement.com.au

Community Corporation 42963 Inc

1-15 Gallop Lane, ST CLAIR SA 5011

**Administrative Fund**

**Approved  
 budget**

**Revenue**

Levies Due--Admin	8,000.00
<i>Total revenue</i>	<u>8,000.00</u>

**Less expenses**

Admin--Audit & Accountancy	340.00
Admin--Company Return Preparation	675.00
Admin--Information & Communication	675.00
Admin--Management Fees--Standard	3,750.00
Admin--Meeting Fee	110.00
Admin--Public Officers Admin Fee	145.00
Insurance--Premiums	850.00
Maint Bldg--General Repairs	1,000.00
Maint Bldg--Plumbing & Drainage	500.00
Maint Grounds--Grounds Maintenance	500.00
Trades Compliance--Annual Fee	90.20
<i>Total expenses</i>	<u>8,635.20</u>

**Surplus/Deficit**

	<u>(635.20)</u>
Opening balance	0.00

**Closing balance**

-\$635.20

Total units of entitlement	10000
Levy contribution per unit entitlement	\$0.80

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Community Corporation 42963 Inc

1-15 Gallop Lane, ST CLAIR SA 5011

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**Sinking Fund**

**Approved  
budget**

**Revenue**

Levies Due (Special)	1,500.00
<i>Total revenue</i>	<u>1,500.00</u>

**Surplus/Deficit**

Opening balance	0.00
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**Closing balance**

	<u>\$1,500.00</u>
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Total units of entitlement	10000
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Levy contribution per unit entitlement	\$0.00
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**COMMUNITY PLAN NO. 42963 INC.  
1-15 Galloop Lane, ST CLAIR SA 5011**

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**DISCLAIMER** – Horner Management will not be held liable for any missing, incomplete or incorrect information provided prior to the commencement of our management. (29/05/2024)

**BY LAWS IN SMATA**

**INAUGURAL AGM 10/10/2024**

**SUMMARY REVIEW OF BY-LAWS & CORPORATION DOCUMENTS**

Lot Entitlements

Registered Scheme Description

Registered By Laws

Registered Community Plan

Administration, Management and Control of the Common Property

- The Common Property is responsible for the Administration, Management and control of the Common Property.
- The Community Corporation may, but is not obliged to appoint a Management Committee
- The Community Corporation may, but is not obliged to appoint a Body Corporate Manager

Community Lot Holder Contributions

- The Community Corporation will in general meeting (and not by its Management Committee), fix the amount it requires from Community Lot Holders from time to time by way of contributions for anticipated expenditure (such as Common Property maintenance, building services, rates and taxes, insurances, repairs etc).
- Subject to the Act, the share of an amount to be contributed by a Community Lot Holder is proportional to the lot entitlement of the relevant Community Lot unless otherwise provided by a unanimous resolution of the Community Corporation.

Use and Enjoyment of the Community Parcel Details that those bound by these bylaws must not

- Interfere with others use and enjoyment of the property
- Make undue noise
- Store or use explosives
- obstruct any footway, road or path

Pets

- An Occupier is permitted to keep either a small to medium size dog or a desexed cat, in their Community Lot provided that the pet be kept under physical care and control of the Occupier at all times and causes minimal inconvenience to other Occupiers.
- Subject to By-law 5.1 an Occupier must not keep any other pets, birds or animals without the consent of the Community Corporation at a duly convened meeting and only on such conditions as imposed by the Community Corporation.

Use and Enjoyment of the Common Property

- The Common Property is, subject to the Act and these By-laws, for the common use and enjoyment of the Community Lot Holders, Occupiers and Invitees.
- A person bound by these By-laws must not on the Common Property:

(a) obstruct the lawful use of the Common Property by any person;

(b) without the prior approval of the Community Corporation, erect or construct any permanent structure or service infrastructure;

(c) mark, paint, drive nails or screws or the like into, or otherwise damage or deface any building, sign or structure that forms part of the Common Property without the prior approval in writing of the Community Corporation;

(d) use any portion for their exclusive use as a garden, parking area or otherwise;

(e) display any sign, advertisement, placard, banner or other conspicuous material of a similar nature; and

(f) break, pull up, damage, destroy or remove any landscaping

Use of roadways and Common Area Parking

- A person bound by these By-laws must not:

(a) in any way obstruct vehicular or pedestrian traffic on the Common Property;

(b) park a motor vehicle on the Common Property except on that part of the Common Property allocated or reserved by the Community Plan or the Community Corporation to the relevant Community Lot for carparking purposes;

(c) while driving a vehicle on the Common Property, fail to comply with the Community Corporation's displayed regulated speed and weight limits (if any); and

(d) use, or permit to be used, visitor parking areas on Common Property (if marked on the Community Plan) other than for the occasional and temporary parking of motor vehicles belonging to Invitees.

#### Keeping the Common Property in good repair

- The Community Corporation must keep the Common Property in a state of good and serviceable repair at all times and shall properly maintain all improvements, fixtures and fittings held by the Community Corporation in connection with the Common Property.
- Community Lot Holders, Occupiers and Invitees must notify the Community Corporation of any damage to or defect in the Common Property immediately on becoming aware of it.

#### Use and Enjoyment

- A person bound by these By-laws must not use the Community Lot or permit the Community Lot to be used for non-residential or any unlawful purpose;
- A person bound by these By-laws must not cause or allow loud noise or any other nuisance, disturbance or noise to be made which is likely to interfere with the quiet enjoyment of other Community Lot Holders or Occupiers;
- A person bound by these By-laws must on becoming payable, promptly pay all rates, taxes, charges, outgoings and assessments in respect of their Community Lot
- A person bound by these By-laws must all times
  - keep the Community Lot, including any improvements on the Community Lot, clean and tidy and in a good state of repair and condition;
  - paint and repair external finishes on the Community Lot in order to substantially maintain a continuity of appearance of all buildings on the Community Parcel
  - keep any garden on the Community Lot maintained and clear of any rubbish and not change the landscaping on the Community Lot so as to substantially alter the environment
  - comply with reasonable requirements or orders of the Community Corporation or government or statutory authority in relation to the Community Lot.
  - Store garbage within the Community Lot in an appropriate container which prevents the escape of unpleasant odours;
  - Store the appropriate container in such a manner that it cannot be seen from the front of the Community Lot

#### Community Lot holder insurance

- Each Community Lot Holder and where required, Occupier, shall be responsible to take out
  - (a) insurances in relation to buildings, fixtures and improvements on their respective Community Lots for the full insurable value (unless By-law 12.4 is adopted); and
  - (b) its own contents, third party property and bodily injury insurance with respect to the Community Lot.
- On the Community Corporation's request, the Community Lot Holder must provide the Community Corporation with evidence of these insurances being taken out.
- Notwithstanding the provision of By-law 12.1(a), each Community Lot Holder at a general meeting of the Community Corporation may vote to authorise the Community Corporation to act as agent to:
  - (a) effect and maintain insurance for all buildings, fixtures and improvements on their respective Community Lots for the full insurable value;
  - (b) note on the policy of insurance, the interest of each Community Lot Holder and any other party (as required); and
  - (c) arrange for the cost of the insurance in the terms of this By-law to be recovered from the Community Lot Holder in accordance with the lot entitlements.

#### Community Corporation Insurance

- The Community Corporation will effect and maintain insurances as required under the Act.

#### Contact Details

- A Community Lot Holder must notify the Community Corporation of its and any Occupiers telephone number, facsimile number and email address; and immediately of any change in the address, telephone number, facsimile number and email address of the Community Lot Holder or Occupier.

#### **ARREARS POLICY**

Resolved to continue with the following policy and procedure for overdue levies;

- Proceeding with Debt Collection – That the Body Corporate Manager is authorised to proceed on behalf of the Corporation with any necessary action, including legal action to recover all outstanding monies
- Costs – All related and associated costs for recovering the outstanding monies will be the responsibility of the relevant unit and as such will be recovered from that unit owner.

**Motion CARRIED.**

**VOTES**

Yes : 5

No: 0

Abs: 0

Inv: 0



# Community Corporation 42963 Inc 42963

## 1-15 Gallop Lane, ST CLAIR

Minutes of the Annual General Meeting at 232 South Rd, Mile End, SA, 5031  
On 24 October 2024 at 01:00 PM

### PROCEEDINGS

<b>Proxy:</b>	ABM Rafiquel Islam	Lot 4
	Aileen Martin & Leigh Tarrant	Lot 5
	Wynand & Catherine Marais	Lot 6
	James Stephenson	Lot 8
	Nick Fraser	Lot 10
	Allan Curtis	Lot 12
	Ronald Tomlian & Kim Tomlian	Lot 14

**Guest:** Ned O'Neil representing Horner Management Pty Ltd

**Quorum:** Those present were advised that a quorum was not achieved.

# Community Corporation 42963 Inc 42963

## 1-15 Gallop Lane, ST CLAIR

Minutes of the Annual General Meeting at 232 South Rd, Mile End, SA, 5031  
On 10 October 2024 at 01:00 PM

<b>Proxy:</b>	Abm Rafiquel Islam & Mst Jannatul Ferdous	Lot 4
	Leigh Tarrant & Aileen Martin	Lot 5
	James & Melissa Stephenson	Lot 8
	Nicholas Fraser & Sarah Collins	Lot 10
	Allan & Robyn Curtis	Lot 12
	Ronald & Kim Tomlian	Lot 14

**Guest:** Ned O'Neil representing Horner Management Pty Ltd

**Quorum:** Those present were advised that a quorum was not achieved.

### APPOINTMENT OF CHAIR PERSON

It was proposed that the representative of Horner Management chair the meeting.

The Representative of Horner Management may only chair the meeting if a majority of Members present and represented vote in favour of this. Horner Management have no right to vote except where exercising a specific proxy for a Member.

### Motion CARRIED.

**VOTES** Yes : 5 No: 0 Abs: 1 Inv: 0

### OVERVIEW OF COMMUNITY TITLE



## SUMMARY REVIEW OF BY-LAWS & CORPORATION DOCUMENTS

Lot Entitlements

Registered Scheme Description

Registered By Laws

Registered Community Plan

Administration, Management and Control of the Common Property

- The Common Property is responsible for the Administration, Management and control of the Common Property.
- The Community Corporation may, but is not obliged to appoint a Management Committee
- The Community Corporation may, but is not obliged to appoint a Body Corporate Manager

Community Lot Holder Contributions

- The Community Corporation will in general meeting (and not by its Management Committee), fix the amount it requires from Community Lot Holders from time to time by way of contributions for anticipated expenditure (such as Common Property maintenance, building services, rates and taxes, insurances, repairs etc).
- Subject to the Act, the share of an amount to be contributed by a Community Lot Holder is proportional to the lot entitlement of the relevant Community Lot unless otherwise provided by a unanimous resolution of the Community Corporation.

Use and Enjoyment of the Community Parcel Details that those bound by these bylaws must not

- Interfere with others use and enjoyment of the property
- Make undue noise
- Store or use explosives
- obstruct any footway, road or path

Pets

- An Occupier is permitted to keep either a small to medium size dog or a desexed cat, in their Community Lot provided that the pet be kept under physical care and control of the Occupier at all times and causes minimal inconvenience to other Occupiers.
- Subject to By-law 5.1 an Occupier must not keep any other pets, birds or animals without the consent of the Community Corporation at a duly convened meeting and only on such conditions as imposed by the Community Corporation.

Use and Enjoyment of the Common Property

- The Common Property is, subject to the Act and these By-laws, for the common use and enjoyment of the Community Lot Holders, Occupiers and Invitees.
- A person bound by these By-laws must not on the Common Property:

(a) obstruct the lawful use of the Common Property by any person;

(b) without the prior approval of the Community Corporation, erect or construct any permanent structure or service infrastructure;

(c) mark, paint, drive nails or screws or the like into, or otherwise damage or deface any building, sign or structure that forms part of the Common Property without the prior approval in writing of the Community Corporation;

(d) use any portion for their exclusive use as a garden, parking area or otherwise;

(e) display any sign, advertisement, placard, banner or other conspicuous material of a similar nature; and

(f) break, pull up, damage, destroy or remove any landscaping

Use of roadways and Common Area Parking

- A person bound by these By-laws must not:

(a) in any way obstruct vehicular or pedestrian traffic on the Common Property;

(b) park a motor vehicle on the Common Property except on that part of the Common Property allocated or reserved by the Community Plan or the Community Corporation to the relevant Community Lot for carparking purposes;

(c) while driving a vehicle on the Common Property, fail to comply with the Community Corporation's displayed regulated speed and weight limits (if any); and

(d) use, or permit to be used, visitor parking areas on Common Property (if marked on the Community Plan) other than for the occasional and temporary parking of motor vehicles belonging to Invitees.

Keeping the Common Property in good repair

- The Community Corporation must keep the Common Property in a state of good and serviceable repair at all times and shall properly maintain all improvements, fixtures and fittings held by the Community Corporation in connection with the Common Property.
- Community Lot Holders, Occupiers and Invitees must notify the Community Corporation of any damage to or defect in the Common Property immediately on becoming aware of it.

Use and Enjoyment

- A person bound by these By-laws must not use the Community Lot or permit the Community Lot to be used for non-residential or any unlawful purpose;

- A person bound by these By-laws must not cause or allow loud noise or any other nuisance, disturbance or noise to be made which is likely to interfere with the quiet enjoyment of other Community Lot Holders or Occupiers;
- A person bound by these By-laws must on becoming payable, promptly pay all rates, taxes, charges, outgoings and assessments in respect of their Community Lot
- A person bound by these By-laws must all times
  - o keep the Community Lot, including any improvements on the Community Lot, clean and tidy and in a good state of repair and condition;
  - o paint and repair external finishes on the Community Lot in order to substantially maintain a continuity of appearance of all buildings on the Community Parcel
  - o keep any garden on the Community Lot maintained and clear of any rubbish and not change the landscaping on the Community Lot so as to substantially alter the environment
  - o comply with reasonable requirements or orders of the Community Corporation or government or statutory authority in relation to the Community Lot.
  - o Store garbage within the Community Lot in an appropriate container which prevents the escape of unpleasant odours;
  - o Store the appropriate container in such a manner that it cannot be seen from the front of the Community Lot

Community Lot holder insurance

- Each Community Lot Holder and where required, Occupier, shall be responsible to take out
  - (a) insurances in relation to buildings, fixtures and improvements on their respective Community Lots for the full insurable value (unless By-law 12.4 is adopted); and
  - (b) its own contents, third party property and bodily injury insurance with respect to the Community Lot.
- On the Community Corporation's request, the Community Lot Holder must provide the Community Corporation with evidence of these insurances being taken out.
- Notwithstanding the provision of By-law 12.1(a), each Community Lot Holder at a general meeting of the Community Corporation may vote to authorise the Community Corporation to act as agent to:
  - (a) effect and maintain insurance for all buildings, fixtures and improvements on their respective Community Lots for the full insurable value;
  - (b) note on the policy of insurance, the interest of each Community Lot Holder and any other party (as required); and
  - (c) arrange for the cost of the insurance in the terms of this By-law to be recovered from the Community Lot Holder in accordance with the lot entitlements.

Community Corporation Insurance

- The Community Corporation will effect and maintain insurances as required under the Act.

Contact Details

- A Community Lot Holder must notify the Community Corporation of its and any Occupiers telephone number, facsimile number and email address; and immediately of any change in the address, telephone number, facsimile number and email address of the Community Lot Holder or Occupier.

**RESOLUTION TO APPOINT STRATA MANAGER**

Resolution to appoint Horner Management Pty Ltd, and/or their nominee, to assist the Corporation by undertaking all those functions, powers & duties as contained in the Strata Titles Act 1988 at an annual primary remuneration of \$3,750.00 inclusive of 10% GST. The full details of the services and costs for Management are outlined in the Management Agreement & pamphlet. This information is viewable at the offices of Horner Management, before or at the AGM and has also been uploaded to the unit owners portal.

The appointment of Horner Management includes the appointment of Carrie McInerney to act as the Public Officer for taxation purposes.

**Motion CARRIED.**

**VOTES**

Yes : 5

No: 0

Abs: 1

Inv: 0

**APPOINTMENT OF OFFICE BEARERS & MANAGEMENT COMMITTEE**

Unit 4 proxy form elected Aileen Marin from Unit 5 to be Presiding Officer

Unit 5 proxy form elected Wynand Marais from Unit 6 to be Secretary

Unit 6 proxy form elected James Stephenson from Unit 8 to be Treasurer

**RISK & INSURANCE REVIEW**

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
SOAI23000047	Strata Community Insurance	17 April 2025	Common Property	\$50,000.00
			Public Liability	\$20,000,000.00
			Fidelity Guarantee	\$100,000.00
			Govt. Audit Costs	\$25,000.00
			Legal defence expenses	\$50,000.00
<b>TOTAL PREMIUM: \$676.56</b>				
<b>Excess: \$500.00</b>				
<b>COMMISSION: \$102.08</b>				

**Motion CARRIED.**

**VOTES** Yes : 5 No: 0 Abs: 1 Inv: 0

**Insurance Decision:** Unit Owners with their proxy agreed to sustain the current property coverage of \$50,000.00.

**Important Insurance Information**

Section 30 of the Act imposes a duty on the Corporation to ensure all building and building improvements for their full replacement value, including all costs incidental to and associated with the replacement. The Corporation is further required to keep itself insured against liability for negligence; at this date \$10,000,000 and against any other liabilities [e.g., flood] determined by a special resolution of the Corporation.

The Corporation Legal Liability applies primarily to Common Property, and that Landlords should be separately insured for cover in relation to their lots and yard subsidiaries.

**Insurance Disclaimer:**

In the event of a claim not being fully met due to the building being underinsured as a result of the Body Corporate’s decision to insure for a lesser amount than is required by legislation, i.e., full replacement value, Horner Management and or members of its staff will not be held professionally negligent.

Horner Management has previously clarified the services they provide in relation to Insurance. We obtain quotes for Insurance, place and renew insurance according to your instructions and notify the Insurer of claims. We are an authorised representative of CHU Underwriting Agencies and an agent for QBE Insurance.

We are also authorised distributors of Strata Community Insurance. We provide general advice about insurance (not personal advice).

A copy of the Product Disclosure Statement and Financial Services Guide are available on the portal for review.

**Commissions:** Horner Management receives a commission of 20% for placing the Corporation’s insurance. Horner Management Pty. Limited are authorised to place Insurance on behalf of the Corporation.

**COMMON PROPERTY MAINTENANCE**

No maintenance items were discussed.

**PROPOSED BUDGET & FINANCIAL YEAR**

The proposed Budget as circulated be accepted, with contributions to the Administration Fund being \$8,000.00 and Sinking Fund being: \$1,500.00.

*It is noted that the quarterly contributions will actually commence from 1st October and a payment extension will be granted due to the meeting falling after the due date.*

Period From	Period To	Due	Admin Fund	Sinking Fund
01 Oct 2024	31 Dec 2024	01 Oct 2024	\$2,000.00	\$375.00
01 Jan 2025	31 Mar 2025	01 Jan 2025	\$2,000.00	\$375.00
01 Apr 2025	30 Jun 2025	01 Apr 2025	\$2,000.00	\$375.00
1 Jul 2025	31 Sep 2025	01 Jul 2025	\$2,000.00	\$375.00
01 Jul 2024	30 Jun 2025		\$8,000.00	\$1,500.00

**Motion CARRIED.**

**VOTES** Yes : 5 No: 0 Abs: 1 Inv: 0



**Special Levy:** Members may still be asked to pay special levies during the year to cover shortfall of funds for unbudgeted items or when owners do not accept the budget presented by Horner Management. While your Corporation may raise enough funds to cover the yearly financials, a levy may be required to assist in situations where the Corporation has the majority of its expenses fall in the same period of each year.

#### CONTRIBUTIONS

1. **Motion:** Resolution for all lots to contribute to the maintenance fund equally, instead of by Unit Entitlement as each unit will derive the same benefit from the Common Property.

**Motion DEFEATED due to unanimous resolution.**

**VOTES** Yes : 4 No: 1 Abs: 1 Inv: 0

#### ARREARS POLICY

Resolved to continue with the following policy and procedure for overdue levies;

- Proceeding with Debt Collection – That the Body Corporate Manager is authorised to proceed on behalf of the Corporation with any necessary action, including legal action to recover all outstanding monies
- Costs – All related and associated costs for recovering the outstanding monies will be the responsibility of the relevant unit and as such will be recovered from that unit owner.

**Motion CARRIED.**

**VOTES** Yes : 5 No: 0 Abs: 1 Inv: 0

#### NEXT MEETING

Is tentatively scheduled for Thursday 23<sup>rd</sup> October 2025 at 1PM as a teleconference.

#### CLOSURE

Unit Owners were thanked for their time, the meeting was closed off at 1:30PM

**Motion CARRIED.**

**VOTES** Yes : 5 No: 0 Abs: 1 Inv: 0

### ADDITIONAL INFORMATION

#### CORRESPONDENCE:

Correspondence for the year is available on the online portal on our website. As per the Act, each member of the Corporation has the right to inspect all records held by the Manager on behalf of the Corporation. If you would like to inspect the records via the portal, you please visit our website, alternatively if you would like to inspect the records in person, please contact our office to arrange a time during office hours.

#### INTEREST, TAX AND AUDITS:

Legislation requires monies held in Trust Accounts. If the Corporation earns interest and as a result, an annual tax return is required. Interest is credited monthly on the balance held in funds by the Corporation, when placed in an investment account. Legislation also requires an Annual audit of the Trust Account by an accredited auditor. The audit for 2023 will be undertaken by D W Johns & Co. Limited, Chartered Accountants, a copy of the report is provided to all of our Corporation Secretaries on the Online Portal. If you would like a copy sent to you, please contact our office.

#### DUTIES OF THE APPOINTED BODY CORPORATE MANAGERS:

**General:** To provide so far as is reasonably necessary general advice and assistance to the Corporation and its officers and to assist them in the performance of their responsibilities under the Act.

**Meetings:** Arrange the General and Committee meetings, prepare and distribute notices, including notices of meetings. Attend General and Committee meetings if needed and assist the Presiding Officer in the conduct of meetings. Assist the Secretary in the preparation of minutes of meetings and distribute such minutes.

**Maintenance:** Advise upon and arrange for the maintenance, repair and replacement of the common property in accordance with the Corporation's instructions. Organise emergency maintenance works.

**Insurance:** Place & renew insurances in accordance with the Corporations instructions & have claims promptly processed.

**Accounting:** Collect, bank and account for maintenance contributions, levies, interest accruing or other amounts due to the Corporation. Send notices levying maintenance or other contributions and pay accounts and outgoings. Prepare annual statements of accounts of the Corporation and arrange an annual audit of the books as required.

**Secretarial:** Promptly deal with the Corporation correspondence and requests for Searches (section 41s). Ensure that all appropriate and proper records of the Corporation are maintained and keep secure and confidential all books, records,

Certificates of Title, Strata Plans, Schedules and the like.

**Public Officer:** Act as the Corporation's Public Officer for the purpose of Tax Returns & other matters as required by statute. The Management agreement is available on the owner line portal, and this document details the duties Horner Management carry out for you.

#### **OFFICE BEARERS:**

At all times a Strata Corporation must have a presiding officer, a secretary and a treasurer who are appointed at the general meeting. These officers must be unit owners but one person may hold two or more of these positions. A Strata Manager can assist in running the affairs of the corporation.

#### **Presiding Officer (the Corporation has appointed Horner Management to carry out the below duties)**

- Primary contact between the Manager and the committee;
- Attend meetings as required; and
- Chair all general meetings and committee meetings which they attend or, delegate this responsibility to the Corporation Manager.

#### **Secretary**

- The secretary of a Strata corporation has the following functions:
- Prepare and distribute minutes of meetings of the corporation (currently delegated to Horner Management)
- Submit a motion for confirmation of the minutes of any meeting of the corporation at the next meeting of the corporation (currently delegated to Horner Management)
- Give the notices required to be given under the Act by the members of the corporation and the management committee (currently delegated to Horner Management)
- Answer communications addressed to the corporation (currently delegated to Horner Management)
- Convene meetings of the Management Committee
- Deal with administrative and secretarial matters for the corporation and the Management Committee (currently delegated to Horner Management)

#### **Treasurer**

- Notify unit owners of any contributions to be raised from them in accordance with the Act (currently delegated to Horner Management)
- Receive, acknowledge, bank and account for any money paid to the corporation (currently delegated to Horner Management)
- Keep accounting records and prepare financial statements (currently delegated to Horner Management)

#### **Please Note: Officers of the Corporation do not have the powers to: -**

- Authorise any dealing with or any variation of the common property or to grant exclusive rights in respect of the enjoyment and use of any part thereof;
- Authorise any decision that requires special resolution or unanimous resolution;
- Authorise any capital improvements to the common property;
- Authorise installations or additions to lots or common property. The functions of the Officers of the Corporation were by and large confined to authorising and overseeing the routine maintenance responsibilities of the Corporation and ensuring that the provisions of the By-Laws were adhered to by both the Corporation and lot proprietors and occupiers.

#### **INSURANCE:**

**Contents Insurance:** Lot owners will need to arrange individually for adequate Insurance for the contents of their units inclusive of carpets, drapes, light fittings, etc., whether or not the unit is occupied by the unit holder or a tenant, as such items are not included in the Corporation's policy. The Strata Manager drew to the attention of the members the advantage of holding contents insurance with the same Company that holds the Corporations Policy.

**Owners Liability Insurance:** The Corporation's insurance policy only covers liability for common areas, owners will need to ensure that their policy covers liability for inside their unit, as well as their yard subsidiaries.

**Landlords Insurance:** In the past Horner Management have emphasised the importance of Landlords Insurance Protection covering carpets, curtains and light fittings as there have been some claims of late, in other Strata Complexes, which have been borne personally by owners as they did not have this particular type of cover.

**BUDGET NOTES:**

If the estimated requirement is not used during the year, the balance, as at the end of the financial year, can be held for future maintenance. If there should be substantial repairs or maintenance to be carried out, or there be insufficient Corporation Funds, the Strata Manager, in accordance with sections 27 (1) and (2) of the Strata Title Act, 1988, will raise a special levy to cover the corporation's outstanding accounts, or required maintenance.

**WATER CHARGES:**

As of 1 July 2024, water rates have increased to \$2.251 (previously \$2.126) per kL for the first .383.6kl per unit per day, \$3.214 (previously \$3.035) per kL for all use over 0.383.6kl per unit per day.

**COMMERCIAL WATER PRICES**

Commercial: Water Use Usage charge \$3.214 per KL (previously \$3.035) regardless how many KLs are used.

**ARTICLES & RULES:**

Each unit holder is individually responsible for attaching a copy of the Corporation's Articles and any Corporation rules to a letting or lease agreement for their unit.

**All owners are requested to advise the management of any change in the occupancy of their units. Please advise their agents.**

**APPROVALS BETWEEN ANNUAL GENERAL MEETINGS:**

If owners want to seek approval from the Corporation between Annual General Meetings, there are two options available:

**Extra Ordinary Meeting – In person:** A request can be made to call an Extra Ordinary Meeting, where owners and the Strata Manager physically attend. These meetings will be charged at \$165.00 to prepare meeting notices, proxy forms, attend the meeting and distribute the minutes.

**Online General Meetings:** Usually an external software provider, StrataVote gives the Corporation the opportunity to hold an online meeting. This will allow owners to receive information via email and submit a voting form (proxy) online and do not require owners to physically attend the meeting. Owners who have not provided an email address will be sent the meeting notice and voting paper (proxy form) via Australia Post. Strata Vote meetings are charged at a rate of \$99.00.

Any owner who is seeking a special meeting to have items approve that directly benefit them, such as pet requests, pergola installations, air conditioners, will be responsible for the cost of these meetings.

**CORRESPONDENCE AND INVOICE DELIVERY:**

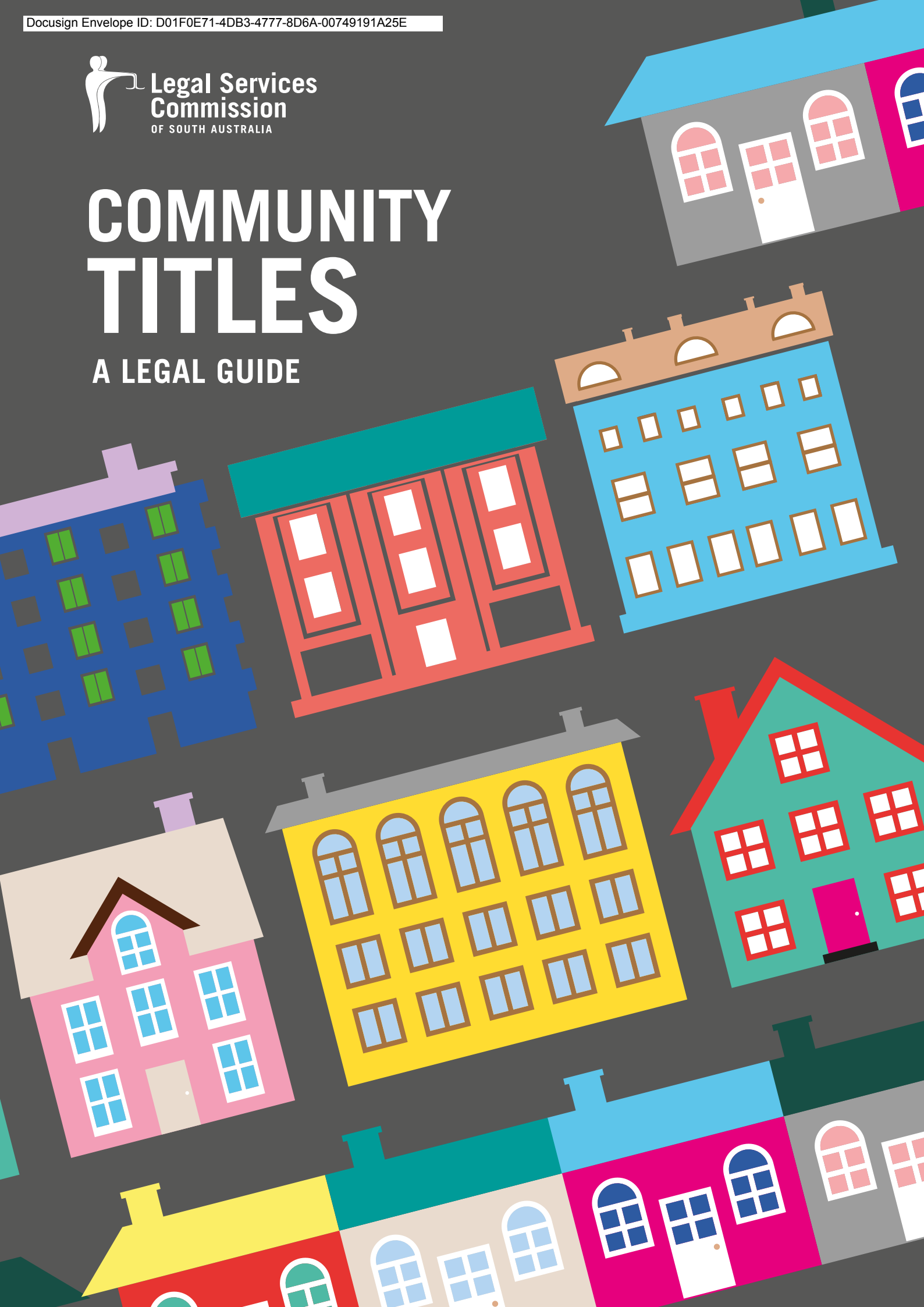
Horner Management provide owners with the option to have either their correspondence, invoices or both delivered via email instead of Australia Post. If you would like to receive correspondence or invoices via email, please contact our office.



**Legal Services  
Commission**  
OF SOUTH AUSTRALIA

# COMMUNITY TITLES

A LEGAL GUIDE







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## Community Titles A Legal Guide

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October 2014

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# Community Titles

The law concerning community titles is contained in the *Community Titles Act 1996* (SA), the *Community Titles Regulations 2011* (SA) and the common law. All references to legislation and regulations in this booklet are to these documents, unless otherwise stated.

There are two types of community titles available depending on the nature of the scheme:

- Community Schemes
- Community Strata Schemes.

Regardless of the type of community title, both divide land to create lots and common property in a similar manner to strata titles. Each plan must divide the land to create at least two lots and common property [s 7].

Unlike a strata title, a scheme may include a development lot, retained by the developer, for later division into further lots within the scheme [ss 6, 8].

Changes to the *Community Titles Act 1996* (SA) came into effect from 28 October 2013. To see a summary of the changes, see the Attorney-General's Department <<http://www.agd.sa.gov.au/community-and-strata-titles-legislation>>.

## COMMUNITY SCHEMES

In a community scheme, lot boundaries generally do not relate to a structure, but are determined by surveyed land measurements and are unlimited in height and depth, unless otherwise specified on the plan. Unlike a community strata scheme the owner is therefore responsible for the maintenance and insurance of any structures on that lot, and has no obligation for maintenance of other lot owners' buildings.

## COMMUNITY STRATA SCHEMES

A community strata scheme is a community scheme where the lot boundaries are defined by reference to parts of the building, similar to a strata title [s 19(3)(c)]. There must be at least one lot that exists above another [s 19(1)], unless the scheme was previously a strata scheme under the *Strata Titles Act 1988* (SA) and has converted by resolution to the *Community Titles Act 1996* (SA) [s 19(2)]. The structure itself is common property and it is therefore the responsibility of the corporation to maintain and insure it.

## SMALL SCHEMES

Some requirements in the *Community Titles Act 1996* (SA) do not apply to some small schemes. In addition, the by-laws of some schemes may exempt a scheme from certain requirements. Exemptions vary depending on the number of lots in the scheme or the value of the common property. See also **Types of Resolutions: Special resolutions** and **Financial Management: Audit of accounts**.

## Forward budgets

In relation to forward budgets, corporations with six or less community lots, and corporations with buildings and improvements on the common property insured for less than \$100 000, are not required to present a forward budget as part of their expenditure statement at their annual general meeting (see **Financial Management**).

## Fidelity guarantee insurance

The requirement to have fidelity guarantee insurance, which began on 27 October 2014, does not apply to two lot community corporations with no administrative or sinking fund, or to community corporations with common property insurance cover of \$100 000 or less (see **Community Corporation: Insurance**).

## Officers of the corporation

If a scheme has ten or less lots, one person may hold two or all of the positions of presiding officer, secretary and treasurer [s 76(3)(a)] (see **Community Corporation: Officers of the corporation**).

## By-laws may exempt a corporation from certain requirements

The by-laws of a scheme consisting of two lots may exempt the corporation from the requirements to [s 35]:

- hold annual general meetings (except the first general meeting)
- prepare accounting records of the corporation's receipts and expenditure and to prepare an annual statement of accounts
- have the annual statement of accounts audited
- establish administrative and sinking funds, and
- maintain a register of the names of the owners of the community lots.

The by-laws of a three lot scheme may only exempt the corporation from the requirement to maintain a register of names of the owners of the community lots.

# Buying into a Community Title

## OBTAINING INFORMATION AS A PROSPECTIVE PURCHASER

There are particular issues related to buying a community lot. Effectively, you are buying into a corporation and will become a member of the corporation. It is therefore essential that you have as much information as possible about the corporation before you decide to purchase. You may obtain information before you enter into a contract. Alternatively, if you have entered into a contract, you must be provided with certain information at least 10 clear days before the date of settlement under the *Land and Business (Sale and Conveyancing) Act 1994* (SA) s 7(1) (see below: [Information to be provided when entering into a contract](#)).

As a prospective purchaser, you may apply to the community corporation for a range of information for moderate fees (see [Community Corporation: Access to information by lot owners](#)). Some of the information must be made available as copies, and some must be made available for inspection. Any information requested should be provided within five business days of making the application. The information should enable you to establish the current financial position of the corporation.

## Service infrastructure issues for new developments

Both SA Power Networks and SA Water have requirements for the location of connection points for power, water and sewerage. The location of connection points and meter enclosures that service more than one lot may be shown on the community plan, which is available for a fee from the Lands Titles Office. However, these details are often not shown. If service infrastructure is not shown on the community plan, agreement must be reached among the lot owners as to the location of the services [s 24(4) (b)], subject to the requirements of the relevant agencies. Even if there is an existing house on one of the lots with connections in place, it may be necessary for new connection points to be established which cater for all lots. To determine requirements for the number and location of connections and meters, visit relevant agency websites (see [Contacts](#)) or contact the relevant agency.

## Core documents

Prospective purchasers of a lot in a community scheme should be aware of three documents that must or may be associated with the community title: the by-laws, scheme description, and development contract. It is also important to note the level of the scheme being bought into. The by-laws, scheme description and development contract of any scheme above also apply to that scheme.

These three documents may be obtained either from the community corporation or the Lands Titles Office with payment of the regulated fee.



## THE BY-LAWS

This is a compulsory document for all schemes. It sets out the obligations of the corporation in administering the scheme and the rules by which the scheme is to be run. Prospective purchasers must be able to inspect or buy a copy of the by-laws.

## THE SCHEME DESCRIPTION

The scheme description gives the prospective purchaser an overall view of how the scheme is to be developed and the end result. This is an optional document for schemes that contain six lots or less that are used predominantly for residential purposes and do not contain a development lot. This document must be lodged for commercial schemes, irrespective of the number of lots, or if the plan contains a development lot, or if the common property or a lot within the scheme is to be developed in a specific way. Prospective purchasers must be able to inspect or buy a copy of the scheme description.

## THE DEVELOPMENT CONTRACT

This is a contract entered into by the developer; the developer must complete the scheme in accordance with the scheme description. Prospective purchasers must be able to inspect or buy a copy of the development contract.

## INFORMATION TO BE PROVIDED WHEN ENTERING INTO A CONTRACT

If you enter a contract to buy a community lot, along with the information that must be provided in relation to any proposed sale of land, the vendor must provide certain information under the *Land and Business (Sale and Conveyancing) Act 1994 (SA) s 7(1)* and the *Land and Business (Sale and Conveyancing) Regulations 2010 (SA) reg 8*. Both general information about community titles and information specific to the community title you are proposing to buy must be provided.

## General information

The general information is found in the notice in the *Land and Business (Sale and Conveyancing) Regulations 2010 (SA) sch 1 div 3*, which sets out a range of issues to consider when buying into a strata corporation, as follows.

## MATTERS TO BE CONSIDERED IN PURCHASING A COMMUNITY LOT OR STRATA UNIT

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

### Governance

You will automatically become a member of the **body corporate**, which includes all owners and has the job

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

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

### Use of your property

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

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

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

### Are you buying a debt?

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

There is a fee. To make a request, write to the secretary or management committee of the body corporate.

### Expenses

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

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



### Guarantee

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

### Contracts

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

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

### Buying off the plan

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

### Mixed use developments – voting rights

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

### Further information

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

A free telephone Strata and Community Advice Service is operated by the Legal Services Commission of South Australia: call 1300 366 424. Information and a booklet about strata and community titles is available from the Legal Services Commission at [www.lsc.sa.gov.au](http://www.lsc.sa.gov.au).

You can also seek advice from a legal practitioner.

### Specific information

Information specific to the community corporation and lot you are proposing to buy must be provided by the vendor under the *Land and Business (Sale and Conveyancing) Regulations 2010* (SA) sch 1 div 2:

- particulars of contributions payable in relation to the lot, including details of arrears of contributions related to the lot
- particulars of the assets and liabilities of the community corporation
- 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
- 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
- if the lot is a community lot, particulars of the lot entitlement of the lot.

The following documents should also be provided under the *Land and Business (Sale and Conveyancing) Regulations 2010* (SA) sch 1 div 2:

- a copy of the minutes of the general meetings of the community corporation and management committee for the preceding two years or since the deposit of the community plan (whichever is the lesser)
- a copy of the statement of accounts of the community corporation last prepared
- a copy of current policies of insurance taken out by the community corporation
- a copy of the scheme description (if any) and the development contract (if any) – these documents may be obtained from the community corporation or the Lands Titles Office
- a copy of the by-laws of the community scheme - copies of the by-laws may also be obtained from either the corporation or the Lands Titles Office.

Note that if the vendor has no agent but the purchaser has an agent, the purchaser's agent must apply to the community corporation for the information [*Land and Business (Sale and Conveyancing) Act 1994* (SA) s 9(2)].



# Community Corporation

A community corporation is created upon deposit of the community plan [s 10, s 71] to administer the scheme's by-laws and manage the common property and any fixtures erected on it [s 75].

The members of the corporation are the owners of the community lots [s 10(2), s 74]. Owners of development lots are not members of the corporation unless they also own community lots [s 10(2), s 74].

Lot owners are guarantors of their community corporation's liabilities, which means the corporation's debts are enforceable against each of the lot holders directly [s 77].

A community corporation must have a presiding officer, treasurer and secretary [s 76], and may establish a management committee [s 90(1)] to carry out the functions and perform the duties of the corporation within the limits of the committee's powers [s 92(1)]. A community corporation may also delegate some of its functions to a person outside the corporation (such as a body corporate manager) to assist in the running of the corporation [s 78A(2)].

The corporation must have a common seal [s 73].

A community corporation must keep a letter box at the community parcel, with the name of the corporation clearly shown on it, for postal delivery to the corporation. Where there is no postal delivery to the community parcel, the corporation must keep a post office box. [s 155(4)]

The by-laws are the rules of the corporation. The corporation can make rules which are binding on the corporation, lot owners, tenants and visitors [s 43] about the management and use of common property and the use of community lots [s 34(2)]. The first by-laws of a corporation are those filed when the community plan is deposited with the Lands Titles Office. A corporation can vary the by-laws [s 39].

## COMMON PROPERTY

### What is common property?

The common property consists of those parts of the community parcel that do not comprise or form part of a lot, and includes the service infrastructure not for the exclusive use of a lot [ss 28(1)(a)-(b)]. In addition, the common property includes any building that is not for

the exclusive use of a lot and was erected before the deposit of the community plan, any building erected by the developer or the community corporation as part of the common property, and any other building on the community parcel that has been committed to the care of the community corporation as part of the common property [ss 28(1)(d)-(f)].

In the case of a strata plan, the common property also includes those parts of the building that are not part of a lot [s 28(c)]. Unless a particular strata plan indicates otherwise, the boundary of a lot is the internal surface of the walls, floors and ceilings [s 19(4)].

### Service infrastructure

Service infrastructure is the cables, wires, pipes, sewers, drains, ducts, plant and equipment that provide services to lot owners and the common property [s 3].

Services are [s 3]:

- water reticulation or supply
- gas reticulation or supply
- electricity supply
- heating oil
- air conditioning or ventilation
- a telephone service
- a radio service
- a computer data or television service
- sewer systems
- drainage
- systems for the removal or disposal of garbage or waste
- other systems or services designed to improve the amenity, or enhance the enjoyment, of the lots or common property.

The service infrastructure is shown, as far as it is practical to do so, on the plan of community division through the common property, and on a lot where it services more than the one lot [s 14(5)(e)]. As service infrastructure that serves more than one lot forms part of the common property, it is the responsibility of the corporation to maintain it [s 75]. Service infrastructure that only serves one lot is the responsibility of that lot owner to maintain.

### Commercial use of the common property

The common property can be used in a community title scheme, subject to planning approval, for commercial ventures such as a public golf course or retail centre [s 28(2)]. Any profits are returned to the community corporation and must be paid into the administrative or sinking funds [s 28(3)]. Surplus profits may, by special resolution, be distributed to owners of the lots

in proportion to lot entitlement, if more money than is needed is held in the administrative fund or the sinking fund [s 117]. As there can be losses as well as profits, any commercial venture should be based on detailed financial and legal advice.

If members of the public have access to the common property, or a part of it, then members of the public are entitled to use the common property, or the relevant part of it, in accordance with the by-laws [s 28(4)].

### Management of the common property

Common property is managed by the community corporation [s 75], which is required to keep an administrative and a sinking fund [s 116]. A two lot scheme may be exempt from the requirement to keep an administrative and a sinking fund through its by-laws [s 35(1)(d)].

## POWERS OF THE CORPORATION

Some of the powers of the corporation are:

- to administer, manage and control the common property for the benefit of the owners of the community lots [s 75(1)(a)]
- to maintain the common property and the property of the corporation in good order and condition [s 75(1)(b)]
- where practicable, to establish and maintain lawns or gardens on those parts of the common property not required or used for any other purpose [s 75(1)(c)]
- to enforce the by-laws and the development contracts (if any) [s 75(1)(d)]
- to enforce an owner's duty to maintain and repair their lot [s 101]
- to borrow money or obtain other forms of financial accommodation and, subject to the Act or the regulations, give such security for that purpose as it thinks fit [s 118]
- to carry out the other functions assigned to it by the Act or conferred on it by the by-laws [s 75(1)(e)].

### Contributions

The corporation raises funds by levying contributions against all lot owners, in accordance with an ordinary resolution passed at a general meeting [s 114(1)]. The management committee may not set the contribution amount [s 114(2)]. The amount that each owner contributes to funds is normally calculated according to the 'lot entitlement' set out in the community plan [s 114(3)]. A lot entitlement is the portion, or ratio, of the unimproved value of a lot as against the sum of the unimproved values of all the lots [s 20]. The corporation may, by unanimous resolution,

determine that contributions are paid on some other basis [s 114(3)].

The corporation may, by an ordinary resolution at a general meeting, allow contributions to be paid in instalments [s 114(4)(a)].

If contributions are not paid, they are recoverable as a debt [s 114(8)]; the corporation can sue the lot owner and any subsequent owner (if more than one owner, any or all of them) for the money [s 114(7)].

Interest may be charged by the corporation on contributions or instalments owing, this is done by ordinary resolution [s 114(4)(b)]. The amount of interest charged may not be more than 15% per year, and interest cannot be charged on unpaid interest [reg 19].

### Maintenance and repair of lots - entry to premises

The Act imposes a responsibility on a lot owner to maintain and repair their lot [s 134(1)], unless the corporation's by-laws have transferred this responsibility to the corporation [s 134(2)]. If the responsibility to maintain and repair lies with lot owners, and a lot owner does not fulfil this responsibility, the corporation may give a lot owner written notice requiring them to carry out specific work by a certain time [s 101(1)(a)].

Similarly, the corporation may require and enforce work on a lot to remedy a breach of the Act or the corporation's by-laws, even if the breach was by a former lot owner, an occupier (tenant) or former occupier [s 101(1)(b)(i)].

The corporation can also pre-empt problems and require an owner to do work to remedy a situation that is likely to result in a breach of the Act or the by-laws [s 101(1)(b)(ii)].

If the work is not done in the set time, the corporation may authorize workers to enter the lot to do the work [s 101(2)]. This can only happen after the corporation has given at least two days notice in writing to both the lot owner and the occupier (for example, any tenant) [s 101(3)].

Force cannot be used to enter the lot without an order from the Magistrates Court [s 101(4)], in which case the corporation would have to file a minor civil action and the owner would have a chance to contest the application. However, force may be used if an officer of the corporation or a person authorized by the corporation (such as a body corporate manager) is satisfied that urgent action is necessary to prevent a risk of death, injury or significant damage to property [s 101(4a)]. In such a case, the officer or authorized person can, after giving whatever notice (if any) to the lot owner and occupier they consider reasonable in the circumstances, authorize entry to a lot for the performance of work reasonably necessary to deal with the risk. To enter the

lot in urgent circumstances, such force as is reasonably necessary may be used.

The individual lot owner is liable to the corporation for the reasonable cost of work done [s 101(5)]. If the need for the work arose because of someone else, for example a tenant or previous owner, the lot owner can recover the cost as a debt from that person [s 101(6)].

### **Maintenance and repair of service infrastructure - entry to premises**

The corporation may need to enter a lot in order to set up, maintain or repair service infrastructure. If so, the corporation must give notice to the owner of the lot to be entered [s 146(1)(a)]. The amount of notice required is whatever is reasonable in the circumstances [s 146(3)]. If the situation is an emergency and there is no time to give notice, then notice need not be given [s 146(2)(a)]. A lot owner may agree that their lot can be entered without notice [s 146(2)(b)].

If a person acting on the corporation's behalf cannot enter the lot without using force, such force as is reasonable in the circumstances may be used [s 146(4)]. Any damage caused by the use of force must be made good as soon as practicable by the corporation, unless the need for force was the result of an unreasonable act or omission on the part of the owner of the lot that was entered [s 146(5)].

### **Provision of services**

A community corporation may provide, for the benefit of owners and occupiers of the lots in the scheme, any kind of service that relates to the ownership or occupation of the lot [s 143(1), reg 26(1)]. A corporation may only provide a service if an owner or occupier has agreed to accept the service [reg 26(2)(a)]. The corporation may charge for the provision of those services [s 143(2)], but the cost of the service must be paid for by the persons who have agreed to accept it and must not be subsidised by the corporation [reg 26(2)(b)].

### **Return of property**

A corporation may require anyone in possession of any record, key, or other property of the corporation to return it to an officer of the corporation by a specified time. The person in possession of the property must be given written notice to return the property, and the person it must be given to must be stated in the notice. Failure to comply with such a notice is an offence with a maximum penalty of \$2 000. [s 147]

## **INSURANCE**

### **Building insurance**

It is the responsibility of the community corporation to insure the common property [s 103(1)].

As a general rule, buildings in a community strata scheme are common property (unless otherwise defined on the plan) and should be insured by the corporation [s 103(1)(b)].

In a community scheme, buildings within a lot are not common property and are the responsibility of the lot owners. However, the corporation's by-laws may authorize or require the community corporation to act as agent for the owners of community lots in arranging policies of insurance [s 34(3)(ca)]. If the by-laws do so, the by-laws may also impose a monetary obligation on the owner of a lot in relation to the payment of the insurance premium [s 37(2)(b)].

Owners in a community scheme also have a duty to insure any part of their property, such as a party wall, which provides support and shelter to a building or other structure on another lot or on the common property [s 106(1)].

### **Fidelity guarantee insurance**

From 27 October 2014, fidelity guarantee insurance must be held by all corporations [s 104(3)], apart from two lot community corporations with no administrative or sinking fund and community corporations with common property insurance cover of \$100 000 or less [reg 16C(b)]. A policy of fidelity guarantee insurance covers the risk of theft or fraud of the corporation's funds by any person authorized to handle the corporation's funds, including a manager. Although the requirement to have fidelity guarantee insurance is a new requirement from 27 October 2014, a corporation may already have fidelity guarantee cover included with its building insurance policy. The insurance cover must be for the amount of the maximum total balance of the corporation's bank accounts at any time in the preceding three years, or \$50 000, whichever is higher [reg 16C(a)].

### **Other insurance**

A community corporation must insure itself against risks that a normally prudent person would insure against and the amount of the insurance must be the amount that a normally prudent person would insure for [ss 104(1)-(2)]. In the case of insurance for bodily injury, the insurance must be for at least ten million dollars [s 104(2)].

## OFFICERS OF THE CORPORATION

A community corporation must have a presiding officer, a secretary and a treasurer, who are appointed by ordinary resolution [s 76(1)]. Normally, these officers must be lot owners [s 76(2)]. If the scheme has ten or less lots, one person may hold two or all of these positions, and if the scheme has more than ten lots, one person may hold up to two of these positions [s 76(3)].

An officer can be appointed for up to a year, with all positions becoming vacant no later than the next annual general meeting of the corporation [s 76(6)].

If a vacancy arises in any of the positions, the position can either be filled at a general meeting, or, if the corporation has a management committee, the committee may, by ordinary resolution, appoint a lot owner to fill the vacancy [s 92].

A vacancy will arise before the annual general meeting if the officer:

- resigns in writing to the secretary, or, in the case of the secretary, to the presiding officer [s 76(7)(e)]
- dies or sells their lot [ss 76(7)(a), (c)]
- becomes bankrupt or applies to take the benefit of a law for the relief of insolvent debtors [s 76(7)(f)]
- is convicted of an indictable offence (an offence that may be heard before a jury) or is imprisoned for any offence [s 76(7)(g)].

An officer may be removed by special resolution of the corporation (not the committee) on the grounds of misconduct, or neglect of duty, or incapacity or failure to carry out satisfactorily the duties of the office [ss 76(7)(h), (8)].

## Delegation

A community corporation may appoint or engage a person to assist the presiding officer, treasurer or secretary [s 76(9)].

## Secretary

The secretary of a community corporation has the following functions [reg 26A]:

- to prepare and distribute minutes of meetings of the corporation and submit a motion for confirmation of the minutes of any meeting of the corporation at the next such meeting
- to give, on behalf of the members of the corporation and the management committee, the notices required to be given under the Act
- to answer communications addressed to the corporation
- to convene meetings of the management committee
- to attend to matters of an administrative or secretarial nature in connection with the exercise, by the corporation or the management committee, of its functions.

General meetings and committee meetings can also be convened by members of the corporation and other officers (see **Management Committee** and **General Meetings** below).

## Treasurer

The treasurer of a community corporation has the following functions [reg 26A]:

- to notify owners of community lots of any contributions to be raised from them in accordance with the Act
- to receive, acknowledge, bank and account for any money paid to the corporation
- to keep accounting records and prepare financial statements.

## Liability of officers

Where a provision of the Act authorizes or requires an officer of a community corporation to certify as to any matter or thing, the officer incurs no civil or criminal liability in respect of an act or omission in good faith in the exercise of that function. A liability that would, but for this rule, attach to an officer attaches instead to the corporation. [s 151A]



## RECORDS

The corporation has a responsibility to maintain proper records, and to keep them in an orderly manner so they can be found easily for the purposes of inspection or copying [reg 23(2)].

### Register of names

A community corporation must maintain a register of the names of the lot owners, showing the owner's last contact address, telephone number and email address known to the corporation, and the owner's lot entitlement [s 135(1)], and must keep any information in the register for 7 years [reg 22].

The by-laws of corporations with only two or three lots may exempt the corporation from the requirement to maintain a register of names of lot owners [ss 35(1)(e), (2)].

### Accounting documents, records and statements

The corporation must keep the following documents [reg 23(1)] for 7 years [reg 23(3)(b)]:

- receipts for the expenditure of money
- passbooks, deposit books and all other documents providing evidence of the deposit or investment of money
- bank statements and all other documents providing evidence of dealing with money invested or on deposit.

The corporation must make accounting records of its receipts and expenditure [s 136] and keep the records for 7 years [reg 23(3)(b)]. However, the by-laws of corporations with only two lots may exempt the corporation from the requirement to prepare accounting records [s 35(1)(b)].

A corporation must ensure that a statement of accounts is prepared for each accounting period [s 137], and must keep each statement of accounts for 7 years [reg 23(3)(c)]. However, the by-laws of corporations with only two lots may exempt the corporation from the requirement to prepare an annual statement of accounts [s 35(1)(b)].

### Notices, orders and correspondence

The corporation must make a record of notices and orders served on the corporation and keep the notices and orders for 7 years [s 136, reg 23].

Notices of meetings of the corporation and its management committee must be kept for 7 years [s 136, reg 23(3)(f)].

Copies of correspondence received or sent by the corporation must be kept for 7 years [s 136, reg 23(3)(e)].

## Minutes

Minutes of meetings must be kept for 30 years [s 136, reg 23(3)].

## ACCESS TO INFORMATION

### Insurance policies

A lot owner, a mortgagee of a lot, or a prospective owner or mortgagee of a lot may request to see any or all of the insurance policies currently held by the corporation [s 108]. No fee is applicable.

If the applicant wishes to have copies of the current insurance policies under s 139(1)(b), a small fee applies [reg 25(1)(b)]. See the *Community Titles Regulations 2011* to determine the relevant fee that applies. The corporation must make the information available within five business days after the request [ss 108, 139]. Failure to do so is an offence with a maximum penalty of \$500.

### Bank statements

On the request of a lot owner, a corporation that does not have a body corporate manager must provide the lot owner with quarterly bank statements for all accounts maintained by the corporation, and must continue to provide the statements until the person ceases to be an owner or revokes their application [s 139(1a)]. Failure to do so is an offence with a maximum penalty of \$500. If a corporation has a manager, application can be made to the manager for quarterly financial statements (see [Body Corporate Managers: Duties of managers](#)).

### By-laws

The corporation must make available up-to-date copies of the by-laws that owners and occupiers of lots, prospective purchasers of a lot or someone considering entering into any other transaction in relation to a lot may inspect or purchase [s 44(1)].

No fee may be charged for inspection of the by-laws [s 44(2)]. The maximum fee a corporation may charge for buying a copy of the by-laws is set out in the *Community Titles Regulations 2011* sch 2. Copies of by-laws can also be obtained from the Lands Titles Office for the regulated fee. [*Community Titles Regulations 2011* sch 2]

### Other information in relation to a lot or the corporation

A lot owner, a mortgagee of a lot, or a prospective owner or mortgagee of a lot (or someone on their behalf) may apply to the corporation for access to the following information or documents [s 139(1)]. The information or documents must be provided within five business days after the request [s 139(1)]. Failure to do so is an offence

with a maximum penalty of \$500. The corporation may reduce or waive any of the specified fees [reg 25(3)].

**INFORMATION TO BE PROVIDED:**

- particulars of any contribution payable in relation to the lot, including details of any arrears of contribution related to the lot
- particulars of the assets and liabilities of the corporation
- particulars of any expenditure that the corporation has incurred, or has resolved to incur, and to which the lot owner must contribute, or is likely to be required to contribute.

If the applicant is a lot owner, no fee applies [reg 25(1)(a)(i)]. If the applicant is a mortgagee of a lot, or a prospective owner or mortgagee of a lot, a regulated fee applies [reg 25(1)(a)(ii)].

**COPIES OF DOCUMENTS TO BE PROVIDED:**

- the minutes of general meetings of the corporation and meetings of its management committee for such period, not exceeding two years, specified in the application
- the statement of accounts of the corporation last prepared by the corporation.

See the *Community Titles Regulations 2011* to determine the relevant fee that applies [reg 25(1)(b)].

**DOCUMENTS TO BE MADE AVAILABLE FOR INSPECTION:**

- a copy of the accounting records of the corporation
- the minute books of the corporation
- a copy of any contract with a manager
- the register of lot owners.

No fee applies to inspecting a copy of the contract with a manager or the register of lot owners.

If the applicant is a lot owner, no fee applies to inspect accounting records or minutes [reg 25(1)(c)(i)]. If the applicant is a mortgagee of a lot, or a prospective owner or mortgagee of a lot, a regulated fee applies for each application [reg 25(1)(c)(ii)] in relation to accounting records and minutes.

# By-laws (Rules)

Unlike the *Strata Titles Act 1988* (SA), the *Community Titles Act 1996* (SA) does not include a standard set of by-laws. The *Community Titles Act 1996* (SA) requires developers of community schemes to draft individual by-laws (ss 12, 34) which reflect the nature of the particular scheme [s 11(4)]. The by-laws must cover the administration, management and control of the common property; regulate the use and enjoyment of common property; and regulate the use and enjoyment of community lots to give effect to the scheme description [s 34(2)].

In relation to buildings and other structures on community lots, the by-laws may also regulate issues such as position, design, dimensions, construction, appearance, maintenance and repair [ss 34(3)(a)(i)-(ii)]. Landscaping and the appearance of community lots can be covered in the by-laws [ss 34(3)(a)(iii), (b)], and requirements or restrictions on the use of community lots can be imposed to prevent interference with the use and enjoyment of other lots [s 34(3)(c)].

The by-laws cannot be inconsistent with the scheme description (if any) or development contract (if any) of the scheme or, if there are higher levels above the scheme, the by-laws, scheme description or development contract of those schemes [s 41].

## THOSE BOUND BY THE BY-LAWS

The by-laws are binding on the community corporation, the owners and occupiers of the community lots and the development lot or lots (if any) comprising the scheme, and persons entering the community parcel [s 43(1)].

## VARIATION OF THE BY-LAWS

The by-laws may be varied by special resolution of the corporation [s 39], except in the case where the corporation wishes to change the number of votes that may be cast in respect of each community lot, when a unanimous resolution is needed [s 87(2)]. If the by-laws are varied, the variation must be lodged with the Lands Titles Office within 14 days of passing the resolution to vary the by-laws [s 39(2)]. The variation only takes effect when the lodged variation is filed with the community plan by the Registrar-General [s 40(2)].

## WHAT CANNOT BE IN THE BY-LAWS

### Dealing with a community lot

A corporation cannot prevent or restrict a lot owner from selling or leasing their lot, or allowing someone to live in their lot, or mortgaging, or otherwise dealing with their lot [s 37(1)(a)]. An exception to this rule is that the by-laws may prevent or restrict the owner of a lot from leasing or granting rights of occupation in respect of the lot for valuable consideration (that is, when the occupier will be paying rent or a fee) for a period of less than two months [s 37(2)(a)].

### Monetary obligations

The by-laws may not impose a monetary obligation on the owner or occupier of a lot except where:

- the by-law provides for the exclusive use of part of the common property [s 37(1)(b)] or
- the by-law deals with a lot owner's responsibility to pay an insurance premium, where the by-laws authorize or require the community corporation to act as agent for the owner in arranging the insurance policy [s 37(2)(b)].

### Access to a lot

The corporation may not prevent access by the owner or occupier or other person to a lot [s 37(1)(c)].

### Assistance dogs and therapeutic animals

The by-laws may not prevent an occupier of a lot who has a disability from having and using an assistance dog, or a therapeutic animal [s 37(1)(d)]. Similarly, a visitor to a lot who has a disability may not be prevented from using their assistance dog or therapeutic animal [s 37(1)(e)].

- For the definition of 'disability', see s 5(1) *Equal Opportunity Act 1985* (SA).
- An 'assistance dog' is an accredited guide dog or hearing dog, or a disability dog under the *Dog and Cat Management Act 1995* (SA) [s 5(1) *Equal Opportunity Act 1985* (SA)].
- A 'therapeutic animal' is an animal, other than an assistance dog, certified by a medical practitioner as being required to assist a person as a consequence of the person's disability [s 88A *Equal Opportunity Act 1985* (SA)].

## BY-LAWS THAT REDUCE THE VALUE OF A LOT OR UNFAIRLY DISCRIMINATE AGAINST A LOT OWNER

Any by-laws that reduce the value of a lot or unfairly discriminate against a lot owner may be struck out by order of the Magistrates Court or the District Court [s 38(1)]. The application to strike out the by-law must be made by a person who was a lot owner, which includes

a person who has contracted to purchase the lot, when the by-laws came into force. The application must be made within three months after the person (or either or any of the lot owners where the lot is owned by two or more persons) first knew, or could reasonably be expected to have known, that the by-laws had been made [s 38(2)]. An application to strike out a by-law would normally be made to the Magistrates Court as a minor civil action under s 142. If the matter were particularly complex or significant [s 142(5)], a lot owner could seek the permission of the District Court to commence proceedings there [s 142(3)]. Alternatively, the District Court could agree to transfer proceedings begun in the Magistrates Court to the District Court [s 142(4)].

## BREACHES OF THE BY-LAWS

If it is claimed that a lot owner or occupier (for example, a tenant) of a lot is in breach of the by-laws, the corporation may request that the person either do what is required under the by-laws, or stop doing what is not allowed under the by-laws. If the person continues to breach the by-laws, mediation may be sought. A penalty may be imposed by the corporation if there is provision for this in the by-laws. If necessary, the matter may be taken to the Magistrates Court (see [Disputes](#)).

## Penalties for breaching the by-laws

The by-laws of a strata corporation may impose a penalty of up to \$500 for contravention of or failure to comply with any by-laws [ss 34(3)(e), (9)]. If all the units in the scheme are non-residential, the penalty may be up to \$2 000 [s 34(9)]. These fines may be imposed on members of the community corporation, occupiers, visitors or any other person entering the community parcel [s 43].

If the by-laws state that the corporation 'may impose a penalty of up to \$500' for a breach of the by-laws, this does not mean that any penalty must be \$500. A corporation should ensure that the amount of any penalty imposed is reasonable in relation to the nature and extent of the breach. The amount of a penalty could be disputed in the Magistrates Court if it could be argued to be oppressive, unreasonable or unjust [s 142(1)] (see [Disputes](#)).

Note that it is the *corporation* that may impose a penalty for an alleged breach. If a corporation has a management committee, the management committee may act for the corporation. Thus, a duly called meeting of either the corporation or the management committee will be needed to impose a penalty for an alleged breach of the articles. A body corporate manager cannot impose a penalty for an alleged breach of the articles, although a manager may be given the power to issue and sign any penalty notice [see [Body Corporate Managers: Appointing a manager](#)].

## Notice of a penalty

The corporation must give notice of the imposition of a penalty using Form 11 of the *Community Titles Regulations 2003* (SA). The form is set out below.

### FORM 11 - PENALTY NOTICE

#### Section 34(6)(c)(i) of Act

To [*insert name and lot number of the person to whom notice is given*]

The [*insert name of the community corporation giving notice*] gives you notice that you have contravened or failed to comply with [*specify the by-law or article that has been contravened or not complied with*] by [*set out the details of the contravention or non-compliance*].

The penalty of [*specify the amount of the penalty*] is payable to the corporation by you not later than [*specify the date for payment*].

If you do not pay the penalty as required by this notice, the penalty is recoverable from you by the corporation as a debt. If this notice is served on you as the owner of a community lot, the penalty may be recovered by the corporation under section 114 of the *Community Titles Act 1996* (SA) (and interest will be payable on the penalty amount in the same way as if it were such a contribution).

Under section 34(6) of the Act you are entitled to apply to the Magistrates Court for revocation of this notice. The application must be made within 60 days after service of this notice. If you make such an application, the penalty specified in this notice is not payable unless the application is withdrawn or otherwise discontinued by you, or is dismissed or refused by the Court (and, in such a case, the penalty will be payable on the date on which the application is so withdrawn, discontinued, dismissed or refused or on the date for payment specified in the notice, whichever occurs later).

## Time for payment of a penalty

The date set for payment of the penalty must be at least 60 days after the date the notice is served [s 34(6)(c)(ii)].

## Non-payment of a penalty

If the penalty is not paid in time, the corporation may recover the amount as a debt. If the notice has been given to a tenant or a visitor, then, ultimately, action can be taken in the Magistrates Court (minor civil action jurisdiction) to recover the debt. If the notice has been given to the owner of a community lot, the penalty may be recovered by the corporation as if it were a contribution payable to the corporation, and interest will be payable on



the penalty amount in the same way as if it were such a contribution. [s 34(6)(d)]

### **Applying to revoke a penalty notice**

A person who has received a penalty notice may, within 60 days after service of the notice, apply to the Magistrates Court for revocation of the notice [s 34(6)(e)]. A representative of the corporation will be required to attend the hearing and will have to show that, on the balance of probabilities, the person committed the alleged breach [s 34(6)(f)].

When an application to revoke a penalty is made, the requirement to pay the penalty is suspended until the matter is resolved [s 34(6)(g)].

The Court must revoke the penalty if it is not satisfied that the person breached the by-laws as alleged, or if it is satisfied that the alleged breach is trifling [s 34(6)(e)].

A breach may be regarded as ‘trifling’ if the circumstances surrounding the breach were such that the person ought to be excused from the imposition of a penalty on any of the following grounds [s 34(7)]:

- there were compelling humanitarian or safety reasons for the conduct that allegedly constituted the breach or
- the person could not, in all the circumstances, reasonably have averted the breach or
- the conduct allegedly constituting the breach was merely a technical, trivial or petty instance of a contravention of or failure to comply with the relevant by-laws.

### **Challenging the amount of the penalty or time to pay**

If a person served with a penalty notice considers the amount of the penalty or the time given to pay the penalty to be oppressive, unreasonable or unjust, they may approach the corporation in the first instance (in writing to the secretary) to request that the amount and/or time be reviewed. If unsuccessful, an application may be made to the Magistrates Court to review the corporation’s decision (see [Disputes](#)). While there is no time limit for such an application, be aware that the requirement to pay the penalty may not necessarily be suspended until the matter is resolved, and that interest may be payable on unpaid amounts. Legal advice would be useful in such matters.



# General Meetings

A general meeting of owners must be held within three months of the commencement of a primary community corporation's end of financial year [s 82(1)]. This meeting is referred to as the 'annual general meeting'. The annual general meeting of a secondary or tertiary community corporation must be held within six months after the commencement of each financial year [s 82(2)].

However, the by-laws of a corporation with only two lots may say that an annual general meeting does not have to be held [s 35(1)(a)].

The rules about calling general meetings apply to both the annual general meeting and any other general meeting of owners.

A general meeting may be called by [s 81(1)]:

- the presiding officer, treasurer or secretary of the corporation
- any two members of the management committee
- a member or members of the corporation the value of whose lot entitlement or combined lot entitlements is 20 per cent or more of the aggregate value of all the lot entitlements
- a member or members of the corporation who holds, or who together hold, 20 per cent or more of the total number of community lots in the scheme, or
- on the order of the Magistrates Court following an application under s 141 (see [Disputes](#)).

At least fourteen days written notice of a general meeting must be given [s 81(2)]. The notice must set out the day, time and place of the meeting, and the meeting agenda [ss 81(2), (4)].

The day, time and place of the meeting must be reasonably convenient to a majority of the members of the corporation [s 81(3)].

## AGENDA

The agenda of every general meeting must include [s 81(5)]:

- the text of any unanimous or special resolutions to be moved at the meeting

- a motion confirming the minutes of the previous general meeting.

In the case of the first statutory general meeting, the agenda must also include [s 80(2), reg 15]:

- the appointment of the presiding officer, treasurer and secretary
- the custody of the corporation's common seal and the manner of its use
- the corporation's recurrent and non-recurrent expenditure in its first financial year and the amount to be raised by contributions from owners of community lots to cover that expenditure
- the appointment of an auditor of the corporation's accounts in its first financial year or a special resolution that the accounts for that year need not be audited
- whether the policies of insurance taken out by the developer are adequate
- whether the corporation should establish a management committee
- the delegation of functions and powers by the corporation
- whether the by-laws of the scheme need amendment.

In the case of all subsequent annual general meetings, the agenda must also include [s 81(5)(d), reg 16]:

- presentation of the accounts for the previous financial year
- contributions to be paid by members for the current financial year
- presentation of copies of the corporation's insurance policies required by the Act (see [Community Corporation: Insurance](#))
- presentation of any expenditure statements required by the Act (see [Financial Management](#))
- if the corporation must have its annual statement of accounts audited (see [Financial Management](#)), the appointment of an auditor of the accounts for the current financial year
- the appointment of the presiding officer, treasurer and secretary of the corporation
- other appointments to be made or revoked by the corporation at the meeting
- discussion of the policies of insurance required by the Act to be held by the corporation
- the number of applications for relief made under Part

14 of the Act (see **Disputes**) and the nature of the claims or disputes the subject of those applications

- if it is proposed to enter into a contract, or renew or extend a contract, with a body corporate manager
  - > the text of the resolution to enter into, or renew or extend, the contract, and
  - > where and when a copy of the contract or proposed contract and the explanatory pamphlet (see **Body Corporate Managers**) can be viewed or obtained by members of the corporation
- proposed controls on expenditure by delegates of the corporation.

## QUORUM

To work out the quorum required for a general meeting, divide the total number of members entitled to attend and vote (see **Voting at General Meetings**) by two, ignoring any fraction resulting from the division, and add one [s 83(4)].

Members may be present in person or by proxy or, if applicable, via remote communication (see below).

If a quorum is not present, the meeting must be adjourned for at least 7 days, but no more than 14 days, and written notice given to members of another meeting. If a quorum is not present at the second meeting, those present are entitled to work as a 'quorum', which means they can legally make decisions. [ss 83(5), (6)]

## ATTENDANCE BY REMOTE COMMUNICATION

The by-laws of a corporation may make provision for attendance and voting at meetings by members by means of telephone, video-link, Internet connection or any similar means of remote communication. If the member complies with the requirements in the by-laws, they may attend and vote at a meeting by remote communication. [s 83(6a), reg 16A(3)(a)]

Alternatively, a member may request the secretary of the corporation, in writing, to attend and vote at the meeting by means of remote communication. If the secretary of the corporation makes the necessary arrangements to receive and record the member's attendance and voting at the meeting by remote communication, and the member complies with any requirements of the secretary in relation to the request, then the member may attend and vote at the meeting by remote communication. [s 83(6a), reg 16A(3)(b)]

A corporation is under no obligation to provide facilities for remote communication to members [s 83(6a)].

## CHAIRING OF GENERAL MEETINGS

### Presiding officer as chair

Generally, the corporation's presiding officer must chair meetings of the corporation [s 83(1)]. However, if the presiding officer is not present, another person at the meeting may be appointed to chair [s 83(3)]. Further, a motion may be moved at a meeting to allow the corporation's manager, or an employee of the manager, to chair. In this case, strict requirements must be followed.

### Body corporate manager as chair

If it is proposed that the corporation's manager, or an employee of the manager, will chair a meeting of the corporation, a majority of those present and entitled to vote at the meeting must agree to this [s 83(3a)].

In addition, if it is proposed that the manager or their employee chair the meeting, the manager or employee must inform the meeting, before any vote is taken [reg 16A(2)]:

- of any proxies the manager holds for the meeting, and that the proxies are available for inspection (in accordance with the rules for proxy voting)
- that the manager may only chair the meeting if a majority of those present and entitled to vote agree
- that the manager may only vote on the question of who is to chair the meeting if the manager holds proxies specifically allowing them to vote on this
- that he or she has no right to prevent any member from moving or voting on any question or motion.

### Disclosure of interest by chair

Any person chairing a meeting 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 at the meeting before the vote is taken, even if they themselves cannot or are not voting on the matter. Failure to do so is an offence with a maximum penalty of \$15 000. [s 85(2a)]

# Voting at General Meetings

The owner of a community lot is entitled to attend general meetings of the corporation, and is entitled to vote if there are no outstanding amounts payable to the corporation in respect of the lot [ss 84(1), (14)]. Lot owners generally have one vote [s 87(1)(a)]. However if the scheme is for commercial purposes this may be varied within the by-laws [s 87(1)(b)].

Where there is more than one owner of a lot and one of them has not been formally appointed to vote on behalf of all the owners (see **Proxy voting where there is more than one owner of a lot**), then [s 84(7)]:

- if only one of the owners attends a meeting, the vote is exercisable by that person
- if two or more of the owners attend a meeting, the vote is exercisable by one of them in accordance with an agreement between all the owners attending the meeting but, if there is no such agreement, none of them is entitled to vote.

The Act limits the voting power of the developer of a community scheme who owns one or more community lots. The developer is the person who was the registered proprietor of the land that now comprises the community parcel immediately before the lodgement of the plan of community division [s 3(1)]. The number of votes cast by the developer, and anyone 'associated' with the developer according to s 4(2), may not exceed the total of votes cast by other community corporation members [s 87(3)]. This is designed to prevent developers changing scheme descriptions and development contracts.

The owner of a development lot is not entitled to attend or to vote at general meetings in their capacity as the owner of that lot [s 84(2)].

## DISCLOSURE OF INTEREST

A lot owner who attends and is entitled to vote (other than as a nominee) at a meeting of a community corporation and 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 at the

meeting before the vote is taken [s 85(2a)(a)]. Failure to do so is an offence with a maximum penalty of \$15 000.

Similarly, anyone who presides at a meeting of a community corporation and 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 at the meeting before the vote is taken [s 85(2a)(b)]. Failure to do so is an offence with a maximum penalty of \$15 000.

An owner of a community lot is not obliged to disclose an interest held in common with all of the owners of the community lots [s 85(2b)].

## ABSENTEE VOTES

A lot owner may exercise an absentee vote by giving the secretary of the corporation written notice of the proposed vote at least six hours before the meeting [s 84(11)].

## WRITTEN BALLOTS

A lot owner attending a meeting of the corporation may demand a written ballot on any question [s 84(12)].

A person attending a meeting via remote communication such as telephone [s 83(6a), reg 16A(3)] may participate in a written ballot if it is provided for in the corporation's by-laws, or if approved and arranged by the secretary. If the situation of a written ballot is not covered in the by-laws or arrangements this may prevent someone attending via remote communication from participating in a written ballot. However, the person presiding at a meeting has the power to manage a written ballot as they think fit [s 84(13)].

## PROXY VOTING

A copy of each proxy nomination and any general power of attorney appointing a proxy applying in relation to a meeting must be made available by the secretary of the corporation (or, in the case of a nomination relating to the first statutory general meeting, the person initially presiding at the meeting) for inspection by persons attending the meeting before any matter is voted on at the meeting [s 85(10a)]. Failure to do so is an offence with a maximum penalty of \$500.

## Proxy voting where there is one owner of a lot

A member may appoint another person to vote on their behalf [s 84(3)]. Even if a proxy nomination has been made, a member may attend and vote at meetings on his or her own behalf [s 84(5)(g)].

A proxy nomination is effective for a period of 12 months or such lesser period as may be specified in the written notice of nomination [s 84(5)(f)]. However, the nomination may be revoked earlier at any time by the



lot holder, by giving written notice to the secretary; any contract or agreement purporting to prevent revocation is unenforceable [s 84(5)(e)].

In addition, if the corporation's manager, or an employee of the manager, is nominated as a proxy, the nomination ceases to have effect on the person ceasing to be the corporation's manager or an employee of the manager [s 84(6a)].

A member may specify conditions on the proxy nomination [s 84(5)(c)], for example, how the proxy is to vote on certain matters.

The nomination of a person as a proxy of a member must [s 84(5)]:

- be sent in writing to the secretary of the corporation (except for the first statutory general meeting, when written notice must be given to the person initially presiding at the meeting), and
- specify whether the nominated person is nominated to attend and vote:
  - > at all meetings, and in relation to all matters, on behalf of the lot holder, or
  - > only at specified meetings, or in relation to specified matters, on behalf of the lot holder
- if the proxy is required to vote in a particular way on a matter in which the owner has a direct or indirect pecuniary interest (other than an interest that the owner has in common with all the owners of the community lots), specify the nature of the owner's pecuniary interest.

Failure to comply with these requirements will invalidate the nomination [s 84(5a)].

### APPOINTMENT OF A PROXY BY GENERAL POWER OF ATTORNEY

If an owner appoints a person as their attorney under the *Powers of Attorney and Agency Act 1984* (SA) specifically for the purpose of attending and voting at meetings, or specified meetings, of the community corporation, the appointment is effective for a period of 12 months or such lesser period as may be specified in the power of attorney, unless the power of attorney is revoked earlier [s 85(9a)].

If such a general power of attorney appoints a body corporate manager as the owner's proxy, a copy of the instrument of appointment must be given to the secretary of the corporation before the meeting, or the first of the meetings, to which it relates [s 85(9b)].

### Proxy voting where there is more than one owner of a lot

Where there is more than one owner of a lot, a person (who may, but need not, be one of the owners) may be nominated

by all of the owners to vote on their behalf [s 84(4)].

The owners may specify conditions in relation to the nomination [s 84(6)(ba)].

The nomination of a person as a proxy of multiple owners must [s 84(6)]:

- be made by written notice to the secretary of the corporation by all of the owners of the lot
- specify the meeting or meetings to which it relates
- if a specified condition requires the nominated person to vote in a particular way in relation to a matter in which an owner has a direct or indirect pecuniary interest (other than an interest that the owner has in common with all the owners of the community lots), specify the nature of the owner's pecuniary interest.

The nomination may be revoked at any time by one of the owners by written notice to the secretary [s 84(6)(c)].

If the corporation's manager, or an employee of the manager, is nominated as a proxy, the nomination ceases to have effect on the person ceasing to be the corporation's manager or an employee of the manager [s 84(6a)].

### DISCLOSURE OF INTEREST BY A PROXY Declaration of a member's interest

If the nomination declares a lot owner's pecuniary interest in a matter (because the proxy is required to vote in a particular way in relation to the matter and the member has a direct or indirect pecuniary interest in the matter [see above: s 84(5)(d); s 84(6)(bb)]), then the proxy must declare the member's interest before the vote is taken [s 85(1)(b)]. Failure to declare the member's interest is an offence with a maximum penalty of \$15 000.

### Declaration of a proxy's interest to the meeting

Similarly, if the proxy has a direct or indirect pecuniary interest in any matter to be voted on at the meeting, they must disclose the nature of the interest to the members present at the meeting before the vote is taken [s 85(1)(a)(ii)]. Failure to do so is an offence with a maximum penalty of \$15 000.

### Declaration of a proxy's interest to the person who nominated them

If a proxy has a direct or indirect pecuniary interest in any matter to be voted on at a meeting, they must, if it is practicable to do so, disclose the nature of the interest to the person who nominated them before the vote is taken. If this is not practicable, they must disclose the nature of the interest to the person who nominated them as soon as practicable after the vote is taken. Failure to do so is an offence with a maximum penalty of \$15 000. [s 85(1)(a)(i)]

# Types of Resolutions

## ORDINARY RESOLUTIONS

An ordinary resolution is one passed at a properly convened meeting of the corporation by a simple majority of the votes of members present and voting on the resolution [s 3(1)]. Decisions of a corporation are made by ordinary resolution unless the Act or by-laws specify otherwise.

## SPECIAL RESOLUTIONS

A special resolution is required to:

- vary the by-laws [ss 12(2), 39], except when the variation relates to the number of votes that may be cast in respect of each lot, when a unanimous resolution is needed
- allow an occupier of a lot who has been given exclusive use of part of the common property under s 36(1) to erect a building or install a fixture on the part of the common property of which they have exclusive use, or alter that part of the common property in any other way [s 36(4)]
- vary or end a development contract [s 50(2)]
- erect a building on or make any other improvements to (apart from establishing lawns or gardens) the common property [ss 75(3), (1)(c)]
- remove the presiding officer, treasurer or secretary from office [s 76(7)(h)]
- decide that the accounts for the corporation's first financial year need not be audited [s 80(2)(d)]
- revoke a decision that was originally required to be made by special resolution [s 89(2)]
- in relation to a strata scheme (except one solely or predominantly for non-residential purposes), authorize the erection, alteration, demolition or removal of a building, or changes to the external appearance of a building [s 102(1)]
- authorize acquisition of property (other than a freehold or leasehold interest in land) worth less than \$5,000 [s 112(3)(b), reg 18(2)(b)]
- dispose of excess funds in the administrative fund or the sinking fund [s 117]
- exceed the prescribed limitation on the corporation's expenditure [s 119, reg 21].

Special resolutions must be proposed by at least 14 days written notice to all community lot owners, including the text of the proposed resolution and the reasons for the proposed resolution [s 3(1), reg 2(2)].

### When there are only two community lots

When there are only two lots, both owners must agree to achieve a special resolution [s 3(1)].

### When there are three community lots

When there are three community lots and the owner of each lot is entitled to one vote, a special resolution is achieved if the resolution is passed at a properly convened meeting of the corporation at which either no vote, or only one vote, is cast against the resolution [s 88].

### When there are four or more community lots

When there are four or more community lots, a special resolution is achieved if the resolution is **passed** at a properly convened meeting of the strata corporation **and** the number of votes (if any) cast against the resolution is 25% or less of the total number of votes that could be cast at a meeting at which all lot owners are present and entitled to vote [s 3(1)].

### SPECIAL RESOLUTION EXAMPLE 1

**Example:** There are 60 lots and 31 lot owners attend, in person or by proxy or via remote communication (31 is the minimum required for a quorum).

If the number of lots is 60,

**then:** the total number of votes that could be cast at a meeting at which all lot owners are present and entitled to vote is 60

**and:** 25% of 60 = 15

**thus:** for the resolution to pass, only 15 votes may be cast against it.

Assuming the meeting has been validly called and 31 of the 60 lot owners are present,

**then:** 16 votes are required for the motion to pass (majority vote), and the motion fails if more than 15 vote against it.

result of vote	against	for	abstain
Pass	15	16	0
Fail	15	15*	1
	16	15	0

*\* Even though there are only 15 votes against, 15/31 votes in favour is not enough to pass the resolution.*

### SPECIAL RESOLUTION EXAMPLE 2

**Example:** There are 60 lots and 40 lot owners attend, in person or by proxy or via remote communication.

If the number of lots is 60,

**then:** the total number of votes that could be cast at a meeting at which all lot owners are present and entitled to vote is 60

**and:** 25% of 60 = 15

**thus:** for the resolution to pass, only 15 votes may be cast against it.

Assuming the meeting has been validly called and 40 of the 60 lot owners are present,

**then:** 21 votes are required for the motion to pass (majority vote), and the motion fails if more than 15 vote against it.

result of vote	against	for	abstain
Pass	15	25	0
	15	21	4
Fail	14	20*	6
	15	20**	5
	16	20	4
	16	24	0

*\* Although there are only 14 votes against, 20/40 votes is not enough to pass the resolution.*

*\*\* Although there are only 15 votes against, 20/40 votes is not enough to pass the resolution.*

## UNANIMOUS RESOLUTIONS

A unanimous resolution is achieved if the resolution is passed without any dissenting (opposing) vote; that is, nobody must vote against the resolution.

The resolution must be proposed by at least 14 days written notice to all community lot owners, including the text of the proposed resolution and the reasons for the proposed resolution [s 3(1), reg 2(3)].

Any lot owner who does not attend (or send a proxy to vote), or attends and chooses not to vote, is not counted as a dissenting vote.

Unanimous resolutions are required to:

- decide to apply to the Registrar-General to amend the schedule of lot entitlements [s 21(3)]
- amend the scheme description [s 31]
- decide to apply for the amendment of a deposited community plan, when the corporation is the applicant [s 52(2)]
- decide to apply to amalgamate with another community plan [s 60(4)]
- decide to use the common property or the property of the corporation to produce income [s 75(4)(c)]
- vary the number of votes prescribed by the by-laws that may be cast in respect of each community lot [s 87(2)]
- revoke a decision that was originally required to be made by unanimous resolution [s 89(1)]
- decide to apply money received from an insurance claim for purposes other than making good the loss in respect of which the money was paid [s 105]
- grant an easement over the common property, or consent to the extinguishment of an easement that was granted for the benefit of the common property [s 110(1)]
- grant a right to occupy the whole or a part of the common property to the exclusion of all or some of the owners or occupiers of the community lots [s 111(1)]
- authorize acquisition of freehold or leasehold interest in land [s 112(3)(a)]
- authorize acquisition of property (other than a freehold or leasehold interest in land) worth \$5 000 or more [s 112(3)(b), reg 18(2)(a)]
- determine contributions other than on the basis of lot entitlement [s 114(3)]
- exceed the prescribed limitation on the corporation's expenditure [s 119, reg 21]

- in the case of a residential community scheme with not more than 6 community lots, decide not to have the statement of accounts for that financial year audited [s 138(4)(c)].

## WHEN A UNANIMOUS OR SPECIAL RESOLUTION IS NOT OBTAINED

Where a unanimous resolution is necessary but only the votes necessary for a special or ordinary resolution are obtained, or where a special resolution is required but only an ordinary resolution is passed, then a person included in the majority in favour of the resolution may apply to the Magistrates Court or the District Court to have the resolution declared sufficient to authorize the particular act proposed [s 149].

Notice of an application to convert the resolution must be served on every person who voted against the resolution, and every person who was entitled to vote but did not. The court may also order that any other person the court declares to have a sufficient interest in the proceedings be served with notice of the application. The court may direct that any such persons be joined as a party to the proceedings. [s 149]



# Management Committee

The corporation can choose to run all of its business through general meetings or it can, by ordinary resolution [s 90(2)], set up a management committee [s 90(1)] to carry out the functions and perform the duties of the corporation within the limits of the committee's powers [s 92(1)]. The committee cannot delegate its functions or powers, but the corporation can appoint someone, such as a body corporate manager, to assist the committee to carry out its role [s 92(3)].

## POWERS AND RESPONSIBILITIES OF THE MANAGEMENT COMMITTEE

The management committee has full power to transact any business of the corporation [s 92(2)], except that:

- the corporation may impose limitations in the by-laws on what the committee can do [s 92(2)], and
- the committee does not have the power to do anything for which a special or unanimous resolution is required [s 92(4)].

If a management committee is considering a controversial issue, such as raising special levies, it may be sensible to give advance notice of this to all lot owners.

## MEMBERSHIP OF THE MANAGEMENT COMMITTEE

A management committee is appointed by an ordinary resolution at a general meeting of the corporation [s 90(2)]. The corporation's office bearers (presiding officer, treasurer and secretary) must be members of the committee [s 90(3)]. All members of the committee must be natural persons (not, for example, companies) [s 90(3)]. In a residential, or mainly residential, scheme, the members of the management committee must be members of the corporation (lot owners), but, if a body corporate is a lot owner, the person appointed by it to vote at meetings is taken to be a member of the corporation [s 90(4)].

A member can be appointed for up to a year, with all positions becoming vacant no later than the next annual general meeting of the corporation [s 91(1)].

A vacancy will arise before the annual general meeting if the member:

- is an office bearer and ceases to be an office bearer [s 91(2)(d)]

- resigns in writing to the secretary [s 91(2)(e)] (note that an office bearer may not resign from the committee while continuing to act as an office bearer)
- dies or sells their lot [ss 91(2)(a), (c)]
- becomes bankrupt or applies to take the benefit of a law for the relief of insolvent debtors [s 91(2)(f)]
- is convicted of an indictable offence (an offence that may be heard before a jury) or is imprisoned for any offence [s 76(7)(g)].

A member may be removed by ordinary resolution of the corporation (not the committee) on the grounds of misconduct, or neglect of duty, or incapacity or failure to carry out satisfactorily the duties of the office [ss 91(2)(h), (3)].

If there is a casual vacancy in the membership of the committee, the management committee may appoint a suitable person to fill the vacancy [s 97].

## Duty of honesty

A committee member must at all times act honestly in the performance of their duties. Failure to do so is an offence with a maximum penalty of \$4 000, or, if an intention to deceive or defraud is proved, \$15 000 or four years imprisonment [s 96(1)].

A committee member must not make improper use of their official position to gain a personal advantage for themselves or another. Doing so is an offence with a maximum penalty of \$15 000 or four years imprisonment [s 96(2)].

## Immunity of committee members from liability

A committee member is not personally liable for an act or omission while acting, or purportedly acting, as a committee member unless the act or omission was dishonest or negligent [s 99(1)]. The corporation is liable for the acts or omissions of committee members, except in the case of dishonesty or negligence [s 99(2)].

## MEETINGS OF THE MANAGEMENT COMMITTEE

A management committee must keep minutes of its meetings [s 94(7)].

A management committee meeting may be called by the presiding officer, treasurer or secretary, or by any two members of the committee [s 93(1)].

At least three days written notice of a management committee meeting must be given [s 93(2)]. The notice must set out the day, time and place of the meeting, and the meeting agenda [ss 93(2), (4)].

The day, time and place of the meeting must be reasonably convenient to a majority of the members of the committee [s 93(3)].

## Chairing

The presiding officer chairs committee meetings, but in the absence of the presiding officer, the members present may appoint another member to chair the meeting [s 94(1)].

## Decisions and disclosure of interest

Decisions of the management committee are made by majority vote [s 94(3)].

It is an offence with a maximum penalty of \$15 000 if a committee member who has a direct or indirect pecuniary interest (apart from an interest arising solely from the fact that the member is also a member of the community corporation [s 95(4)]) in a matter under consideration by the committee does not disclose the nature of the interest to the committee or takes part in any discussions or decisions of the committee in relation to that matter [s 95(1)].

Any disclosure of interest must be recorded in the minutes of the committee [s 95(3)].

## Decisions without meeting

A decision may be made by a committee without meeting if [s 94(6)]:

- written notice setting out the proposed decision is served on every committee member, and
- within seven days after the notice is served on all members of the committee a majority of the members give written notice to the secretary setting out the proposed decision and expressing their agreement with it.

## Proxies

A committee member may appoint another committee member or a member of the community corporation to act as their proxy at a committee meeting that the member is unable to attend [s 94(5)].

## Quorum

To work out the quorum required for a management committee meeting, divide the total number of members of the committee by two, ignoring any fraction resulting from the division, and add one [s 94(2)].

### EXAMPLE 1

**If the corporation has resolved that the management committee has five members, then:**

- divide 5 by 2 (= 2 ½)
- ignore the half (= 2)
- add one (= 3)

So the quorum for a management committee with five members is three.

### EXAMPLE 2

**If the corporation has resolved that the management committee has eight members, then:**

- divide 8 by 2 (= 4)
- add one (= 5)

So the quorum for a management committee with eight members is five.

# Financial Management

## **SINKING FUND AND ADMINISTRATIVE FUND**

A community corporation must establish a sinking fund (for non-recurrent expenditure only) and an administrative fund (for all other expenditure) [ss 116(1)-(2)]. However, the by-laws of a corporation with only two lots may exempt the corporation from the requirement to have an administrative and sinking fund [s 35(1)(d)].

Non-recurrent expenditure is expenditure for a particular purpose that is normally made less frequently than once a year [s 3(1)]. Recurrent expenditure is expenditure for a particular purpose that is normally made every year or more frequently [s 3(1)].

Money received by a corporation, including contributions of lot owners, must generally be credited to the sinking or administrative fund according to the purpose for which the money will be used [s 116(4)].

## **EXPENDITURE STATEMENTS**

An expenditure statement must be presented by a corporation to each annual general meeting of the corporation. The statement must include [s 113(1)]:

- for the current financial year, the estimated expenditure of a recurrent nature and the estimated expenditure of a non-recurrent nature
- the estimated expenditure in future years for which funds should be raised now and held in reserve
- the amount to be raised by way of contributions from lot owners to cover the current financial year expenditure and reserve funds.

Some corporations must also include a forward budget (a 'sinking fund' budget) as part of the expenditure statement.

### **Forward budget (sinking fund budget)**

For corporations with seven to twenty lots, and with improvements on the common property insured for \$100 000 or more, a forward budget must be presented at each annual general meeting, as part of the expenditure statement. The forward budget must include proposed expenditure (other than recurrent expenditure) for a three year period. New information must be



presented about proposed non-recurrent expenditure every three years. [s 113(1)(aa), reg 18A].

For corporations with more than twenty units, and with improvements on the common property insured for \$100 000 or more, the forward budget presented at each annual general meeting must include proposed expenditure (other than recurrent expenditure) for a five year period. New information must be presented about proposed non-recurrent expenditure every five years. [s 113(1)(aa), reg 18A]

### EXEMPT CORPORATIONS

Community corporations with six or less community lots and community corporations with buildings and improvements on the common property insured for less than \$100 000 are not required to present a forward budget as part of their expenditure statement at their annual general meeting [reg 18A(3)].

### AUDIT OF ACCOUNTS

A community corporation must have its annual statement of accounts audited unless it is exempted from this requirement [s 138(1)].

The auditor must be a registered company auditor within the meaning of the *Corporations Act 2001* (Cth) [s 138(2)]. A member of the corporation and any person who has a personal or pecuniary interest in the results of an audit must not be appointed as auditor [s 138(3)].

### Exempt corporations

An annual statement of accounts in respect of a financial year need not be audited in any of the following circumstances.

- If the aggregate of the contributions made or to be made by members of the corporation in respect of that year does not exceed \$20 000 AND the balance standing to the credit of the administrative fund at the commencement of that year does not exceed \$20 000 AND the balance standing to the credit of the sinking fund at the commencement of that year does not exceed \$20 000 [s 138(4)(a), reg 24].
- If all community lots are owned by the same person [s 138(b)].
- If the community scheme consists only of lots used for residential purposes AND there are not more than 6 community lots AND the community corporation, by unanimous resolution, resolves not to have the statement of accounts for that financial year audited [s 138(4)(c)].
- If the by-laws of a community corporation with two lots exempt the corporation from the requirement to have its statement of accounts audited [s 35(1)(c)].

### Authorizing expenditure

Depending on the amount the corporation proposes to spend, different types of resolutions are needed in order to authorize the expenditure [s 119, reg 21].

If the proposed expenditure is less than the number of community lots in the scheme x \$2000, an ordinary resolution is required.

If the proposed expenditure is more than the number of community lots in the scheme x \$2000 and less than the number of community lots x \$5000 then a special resolution is required.

If the proposed expenditure is more than the number of community lots in the scheme x \$5000, then a unanimous resolution must be passed to authorize the expenditure.

# Body Corporate Managers

Many corporations choose to appoint a manager to assist in running the affairs of the corporation, or to assist the management committee in carrying out its role.

A manager can only carry out the powers and functions delegated to them by the corporation and stated in the contract appointing them. A manager does not have any powers independent of the corporation. Managers have to act in the best interests of the corporation; if they do not, they can potentially be sued for negligence by the corporation.

The legal responsibilities of the corporation do not change with the appointment of a manager. The corporation must still have a presiding officer, a secretary and a treasurer, who must all be members of the corporation, and it is still legally liable for decisions made on its behalf.

## APPOINTING A MANAGER

Managers can be appointed at a general meeting by an ordinary resolution [s 78A(3)].

The appointment should specify the powers or functions being delegated to the manager. The delegation may have conditions imposed upon it [s 78A(5)(a)]. Even if a delegation of a function or power has been made, this does not prevent the corporation from carrying out the function or power itself [s 78A(5)(b)].

A community corporation may delegate the following functions and powers to a manager [s 78A(2)]:

- the receipt and holding of money and other personal property on behalf of the corporation
- payment of money on behalf of the corporation
- the preparation of statements of expenditure and proposed expenditure and statements of accounts
- the collection of money due to the corporation
- entering into contracts of insurance with insurers on behalf of the corporation
- maintaining and keeping records on behalf of the corporation
- issuing and signing notices on behalf of the corporation
- preparing minutes of meetings of the corporation
- providing information as required by the Act on behalf of the corporation
- investing money on behalf of the corporation
- arranging for the maintenance and repair of the common property on behalf of the corporation.

A manager cannot be given power to do anything that requires a special or unanimous resolution of the corporation [s 78A(4)].

If it proposed to appoint a manager (or extend or renew a manager's contract) at an annual general meeting, then the agenda for the meeting must include certain items relating to the relevant contract and controls on expenditure [s 81(5)(d), reg 16] (see **General Meetings**).

## Documents to be provided

The following requirements must be met when appointing a paid manager, or renewing or extending a contract with a paid manager.

At least five clear days before the date of the meeting at which the corporation is to consider whether or not to enter into a contract with a manager, the manager must make available for inspection by members [s 78B(8), reg 14(1)]:

- a pamphlet setting out the role of the manager and the rights of the corporation
- a copy of the proposed contract, which must have attached to it a copy of the schedule to the policy of professional indemnity insurance maintained by the manager.

## THE PAMPHLET

The pamphlet must specify the rights of the corporation to [reg 14(4)]:

- inspect records held by the manager
- revoke the delegation of a particular function of the manager
- appoint the manager as a proxy and revoke that appointment
- be informed of any payment that the manager receives from another trader for placing the corporation's business
- terminate the contract
- apply to the Magistrates Court for a resolution of any dispute.



**THE CONTRACT**

The contract must [s 78B(3), reg 14(3)]:

- be in writing
- specify the term of the contract
- set out the functions or powers to be delegated
- specify the rights of the corporation if it wishes to end the contract after 12 months
- set out the remuneration payable to the body corporate manager in respect of the work performed in exercising the delegated functions or powers, or set out the basis on which such remuneration is to be calculated
- contain a statement verifying that the body corporate manager is insured under a policy of professional indemnity insurance as required by the Act and an undertaking by the body corporate manager that the body corporate manager will maintain that insurance throughout the life of the contract
- contain an undertaking by the body corporate manager that the body corporate manager will allow any member of the corporation to inspect, at any time during ordinary business hours, the records of the corporation in the possession or control of the body corporate manager and specifying how an inspection can be arranged
- have annexed to it a copy of the schedule to the policy of professional indemnity insurance maintained by the manager.

**THE PROFESSIONAL INDEMNITY INSURANCE POLICY SCHEDULE**

The professional indemnity insurance policy schedule must state [reg 14(1)]:

- the name of the body corporate manager
- the name of the insurer
- the nature of the policy
- the amount for which indemnity is provided under the policy.

**DUTIES OF MANAGERS****Professional indemnity insurance**

A manager must have professional indemnity insurance of at least \$1.5 million per claim during a period of 12 months [reg 14(2)]. A corporation's manager must maintain this level of professional indemnity cover while working for the corporation; if not, the manager does not have to be paid for any period of time they were not covered [s 78B(2)(c)].

**Duty to act in the best interests of the corporation**

When doing work for the corporation, a manager must [s 78C(2)]:

- act honestly and in good faith
- exercise due care and diligence
- not make improper use of their position to gain, directly or indirectly, an advantage personally or for any other person.

**Disclosure of interest**

If a manager, or their employee or agent, has a direct or indirect pecuniary interest in a matter in relation to which they propose to perform delegated functions or powers, the manager must disclose the nature of the interest, in writing, to the corporation before performing the functions or powers [s 78D(1)]. Failure to do so is an offence, with a maximum penalty of \$15 000.

**EXAMPLE 1:**

If a manager (or their employee or agent) would receive a commission from a building maintenance company for contracting them to maintain the corporation's common property, the manager would have to inform the corporation in writing about the commission before entering into a contract with the company.

**EXAMPLE 2:**

If a manager (or their employee or agent) has an interest in a maintenance company, such as a company set up by the manager, the manager must inform the corporation in writing about the interest before entering into a contract with the company. The relationship between the manager and the company may not be obvious, particularly if the company has an unrelated name.

**EXAMPLE 3:**

If a manager (or their employee or agent) is related to a service provider such as a plumber or builder, then the manager must inform the corporation in writing about the relationship before entering into a contract with the service provider.

**Access to records****CORPORATION RECORDS**

A manager who holds records of the corporation must, at the request of any member of the corporation, make those records available for the member to inspect within 10 business days of the request, and provide the member with a copy of any of the records on payment of a fee (the maximum fee is regulated) [s 78D(7), reg 14A(3)]. Failure to do so is an offence with a maximum penalty of \$500.

## THE MANAGER'S DEALINGS WITH THE CORPORATION'S MONEY

If a corporation member requests, a manager must provide the member, on a quarterly basis, with a statement setting out details of the manager's dealings with the corporation's money. The manager must continue to provide the statements until the person ceases to be a member or revokes their request [s 78D(5)]. Failure to provide this information when requested is an offence with a maximum penalty of \$500.

## PROFESSIONAL INDEMNITY INSURANCE POLICY

The body corporate manager must, at the request of any member of the corporation, make a copy of the body corporate manager's policy of professional indemnity insurance available for inspection and copying by the member within three business days of the request [s 78B(9)]. Failure to do so is an offence with a maximum penalty of \$500.

## Trust account audits

Managers or any agent who is authorized by the corporation to receive and hold money on behalf of the corporation are under strict legal obligations. Detailed and complete records must be kept of all financial transactions in relation to the corporation [ss 126(1), (2)] and these records must be kept by the manager or agent for at least five years [s 126(4)]. An audit report of the manager's trust account in relation to a corporation must be forwarded to the secretary of the strata corporation each financial year [s 127(1)(b)]. Any manager or agent who fails to comply with any of these requirements is guilty of an offence with a maximum penalty of \$8 000.

In addition, a statement setting out details of dealings by the manager or agent with the corporation's money must be produced to the corporation upon request by the corporation, and within five business days of the request [s 126(3)]. Failure to do so is an offence with a maximum penalty of \$500.

## ENDING A MANAGER'S CONTRACT

A corporation's contract with a manager must state the term of the contract [s 78B(3)(b)]. If a corporation wishes to end a contract before the end of the term because it believes the manager is not performing well, it would be advisable for the corporation to obtain legal advice.

If the corporation believes the manager has breached their duty to act in the best interests of the corporation, or any other duties under the *Community Titles Act 1996* (SA), the corporation is entitled to seek to end the contract. If the corporation and the manager cannot agree about a proposed termination, or the terms of a termination, the dispute resolution process set out in the

Act may be used (see [Disputes](#)). This process involves making an application to the Magistrates Court (minor civil action jurisdiction).

A corporation may, by ordinary resolution, end a manager's contract that is for a period of over 12 months, which is taken to include any renewal period at the option of the manager, after the contract has run for 12 months. The corporation must give at least 28 days written notice of the termination, although the notice period can be less if agreed in the contract. [ss 78B(4), (5), (7)]

## Return of corporation records and trust money

If a corporation revokes the delegations it has given to a manager (effectively, if the corporation dismisses the manager or if the contract between them is not renewed), then the manager must return all corporation records and trust money within 10 business days of the delegations being revoked [s 78D(6); reg 14A(1)-(2)]. Failure to do so is an offence with a maximum penalty of \$2 000.

Records must either be returned by mail sent by registered post, or be made available for collection [reg 14A(1)].

Trust money must either be returned by electronic funds transfer, or by cheque sent by registered post, or be made available for collection [reg 14A(2)].

# Owners' rights and responsibilities

The key rights of lot owners are contained in the by-laws of the corporation and in provisions of the Act related to access to information (see [Community Corporation: Access to information](#)).

## RIGHT OF ENTRY in relation to service infrastructure

A lot owner may need to enter a lot in order to set up, maintain or repair service infrastructure. If so, the lot owner wishing to enter must give notice to the other owner [s 146(1)(a)]. Similarly, if a lot owner needs to enter the common property because they have the right to set up, maintain or repair service infrastructure, the lot owner must notify the corporation [s 146(1)(a)], unless they have the right to enter the common property [s 146(2)(c)(i)]. The amount of notice required is whatever is reasonable in the circumstances [s 146(3)].

If the situation is an emergency and there is no time to give notice, then notice need not be given [s 146(2)(a)]. A lot owner may agree that their lot can be entered without notice [s 146(2)(b)], as may the corporation in relation to the common property [s 146(2)(c)(ii)].

If the owner or a person acting on the owner's behalf cannot enter the lot without using force, such force as is reasonable in the circumstances may be used [s 146(4)]. Any damage caused by the use of force must be made good as soon as practicable by the owner, unless the need for force was the result of an unreasonable act or omission on the part of the owner of the lot that was entered [s 146(5)].

## in an emergency

In an emergency, the owner or occupier of a lot may enter another lot or the common property to assist a person on the lot or common property, or to prevent or reduce damage to the lot or another lot or to the common property [s 146(6)].

An owner or occupier who uses force when entering a lot or the common property, or a building on a lot or the common property, to assist in an emergency is not liable

for any damage caused if they acted reasonably in the circumstances [s 146(7)].

## to a lot via common property

A person who is entitled to enter a lot is entitled, where reasonably necessary, to enter the common property in order to gain access to the lot.

## MAINTENANCE AND REPAIRS

Owners of a lot are responsible for the maintenance and repairs of their own property, and must keep the lot, and buildings and improvements on the lot, in good order and condition [s 134(1)], unless the corporation's by-laws have transferred this responsibility to the corporation [s 134(2)]. If owners do not fulfil their responsibilities of maintenance and repair, the community corporation may require the work be done within a set time [s 101(1)(a)] (see [Community Corporation: Powers of the corporation](#)).

An occupier of a lot must keep the external part of the lot and of any building or other improvement on the lot in a clean and tidy condition [s 134(4)]. If a tenant is occupying the lot and does not fulfil this requirement, the corporation can require the lot owner to remedy the situation [s 101(1)(b)(i)] (see [Community Corporation: Powers of the corporation](#)).

## INSURANCE

Where support or shelter required by an easement pursuant to the Act is provided by a building situated on a lot, the owner of the lot must insure the building against risks that a normally prudent person would insure against for the full cost of replacing the building with new materials and must insure against incidental costs such as demolition, site clearance and architect's fees [s 106(1)]. Failure to do so is an offence with a maximum penalty of \$15 000.

A lot owner who is required to insure a building under s 106(1) must provide a photocopy of the current certificate of the insurance that they have taken out to the community corporation as soon as practicable after taking out the policy and after any subsequent change to the terms and conditions of the policy [s 106(2)(a), reg 17]. Failure to do so is an offence with a maximum penalty of \$500.

A lot owner must also provide a photocopy of the current certificate of the insurance policy to another owner or prospective owner, or the registered mortgagee or prospective mortgagee, of a community lot or a development lot that benefits from the easement. The copy must be provided within five business days after the making of the request [s 106(2)(b), reg 17]. Failure to do so is an offence with a maximum penalty of \$500.



## COMPLIANCE WITH THE BY-LAWS

Lot owners have certain responsibilities as outlined in the corporation's by-laws, with which they are required to comply [s 43(1)]. The corporation may require and enforce work on a lot to remedy a breach of the corporation's by-laws, even if the breach was by a former lot owner, an occupier (tenant) or former occupier [s 101(1)(b)(i)] (see **Community Corporation: Powers of the corporation**).

## NON-INTERFERENCE

An owner or occupier of a lot must not use, or permit the use of, the lot or the common property in a way that causes a nuisance or interferes unreasonably with the use or enjoyment of another lot or the common property [s 133].

An owner or occupier of a lot must not interfere, or permit interference, with support or shelter provided for another lot or for the common property [s 132(1)], or with the service infrastructure or a service provided by means of the service infrastructure in a way that may prejudice the use or enjoyment of another lot or the common property [s 132(2)].

## CONTRIBUTIONS

Lot owners must keep up their contributions to the corporation. If the funds are not paid, they are recoverable as a debt [s 114(8)], which means the corporation can sue the lot owner for the money, possibly with interest added at a rate reasonably decided by the corporation [s 114(4)(b)]. If you buy a lot and there is a contribution owing, you as the new owner are legally responsible for that contribution [s 114(7)]. Check carefully before buying any lot, as there may be debts outstanding in relation to it.

## DEBTS OF THE CORPORATION

Lot owners are guarantors of their community corporation's liabilities, which means the corporation's debts are enforceable against each of the lot holders directly [s 77].

If the corporation does not or cannot pay its debts, the individual lot owners are personally responsible. The corporation's debts are enforceable against each or any of the lot owners directly [s 77(1)]. If the corporation has a debt, the lot owners have, amongst themselves, the right of contribution to the debt based on their respective lot entitlements [s 77(2)].

## STRUCTURAL WORK Community schemes

Lot owners in a community scheme may carry out structural work on their lots, subject to Council approval

where necessary and compliance with the scheme description and by-laws. The scheme description must specify the standard of buildings and other improvements that may be erected on a lot [s 30(1)(d)]. The by-laws may also regulate [s 34(3)(a)]:

- the position, design, dimensions, methods and materials of construction and external appearance of buildings or other improvements on community lots
- the maintenance and repair of buildings or other improvements on community lots
- landscaping, including the establishment, care and maintenance of lawns, gardens and other areas on community lots.

In addition, the by-laws may impose requirements or restrictions relating to the appearance of community lots or buildings or other improvements situated on community lots [s 34(3)(b)].

## Community strata schemes (residential)

Lot owners in a residential community *strata* scheme must seek permission from the corporation before carrying out the erection, alteration, demolition or removal of a building, or altering the external appearance of a building [ss 102(1), (7)]. The corporation will need to pass a special resolution to authorize the work [s 102(1)(b)]. An exception is if work is required because of an order under the *Housing Improvement Act 1940* (SA), when no permission is needed [s 102(1a)].

If a lot owner carries out work without permission, the corporation may, by notice in writing to the owner of the lot, require them to carry out, within a reasonable period fixed in the notice, specified work to remedy any structural deficiency caused by the work or to restore the lot to its previous state [s 102(2)].

If the lot owner does not comply with the corporation's notice within the time allowed in the notice, the corporation may authorize workers to enter the lot to carry out the specified work [s 102(3)], as long as reasonable notice of the proposed entry is given to the lot owner [s 102(4)].

If force is necessary to enter a lot to carry out work in the corporation's notice, an order authorizing the entry must be obtained from the Magistrates Court [s 102(5)].

Any cost reasonably incurred by the corporation in having the work carried out may be recovered as a debt from the owner of the lot [s 102(6)].

# Disputes

## MEDIATION

Mediation SA can assist to resolve disputes between the corporation and a lot owner or occupier, or between owners or occupiers. In addition, the Service can assist if one of the parties to a dispute is not associated with the community corporation, such as the owner of a neighbouring property. Mediation SA provides a free, confidential and unbiased service available to all residents of South Australia (see [Contacts](#)).

Mediation is particularly worth considering for disputes in relation to community titles as it is more likely than legal action to enhance and preserve positive relationships.

Mediation is a voluntary process where trained mediators work with people to help them resolve their differences. Mediation SA can become involved in a dispute at the request of at least one of the parties. If an approach is made to Mediation SA, the Service can write to invite the other party to discuss the problem and participate in mediation. Because attendance is voluntary from both sides, any party may withdraw from the resolution process at any time.

The role of the mediator is to listen, ask questions and ascertain the facts, not to blame anyone or take sides. With all the information provided by the parties, the mediator can help people to put together an agreement. The agreement is not legally binding, but is made in good faith.

The advantages of mediation as a way to resolve disputes are:

- it can save on court and solicitor cost for both parties
- it can contribute to the early resolution of problems, thereby reducing stress and anxiety
- it allows both parties to take responsibility for their role and gives them the opportunity to resolve their own disputes
- mediation sessions are conducted in private, unlike court proceedings.

If no resolution can be worked out then an application may be made to the court to decide the matter.

## COURT PROCEEDINGS

### Who can make an application to the court?

Not all disputes can be taken to court. Those who can make an application are [s 141]:

- the corporation
- the owner or occupier of a community lot
- the owner or occupier of a development lot
- a person who has contracted to purchase a community lot or a development lot
- any other person bound by the by-laws of a community scheme, except for persons invited to or visiting the community land.

### What disputes can be taken to court?

Only the types of disputes outlined in the Act may be heard by the court – these are situations where [s 142(1)]:

- a breach of the Act or the corporation by-laws is alleged
- an occupier claims to have been prejudiced by a wrongful act or omission of the corporation, management committee, the developer, or the owner or occupier of another lot
- a member of a community corporation claims that a decision of the corporation or the management committee is unreasonable, oppressive or unjust
- the community corporation and a corporation member, or two or more corporation members are in dispute about the occupation or use of a lot, or the position in which a cable, wire, pipe, sewer, drain, duct, plant or equipment should be laid or installed, or
- an order authorizing a person to use force to enter a lot or a building on a lot is sought.

### Which court hears disputes?

An application to resolve a dispute must usually be made to the Magistrates Court [s 142(2)]. An application is heard as a minor civil action [s 149A], unless it involves enforcement of a development contract under s 49(2), when it is heard in the general claims jurisdiction of the Magistrates Court.

If the matter is particularly complex or significant [s 142(5)], an applicant can seek the permission of the District Court to commence proceedings there [s 142(3)], or a party may seek to transfer a matter from the Magistrates Court to the District Court [s 142(4)].

A court may, on its own initiative or on an application by a party to the proceedings, transfer a matter to the Supreme Court on the ground that the application raises a matter of general importance [s 142(6)(a)]. Similarly, a court may, on its own initiative or on an application by a party to the proceedings, state a question of law for the opinion of the Supreme Court [s 142(6)(b)].

A court may decline to proceed with an application to resolve a dispute if it considers that it would be more appropriate for proceedings to be taken in another court or tribunal [s 142(15)].

### Orders that can be made

The court has power to make a range of orders under s 142.

A person who fails to comply with an order under s 142 is, in addition to being liable to punishment for contempt [s 142(14)], guilty of an offence with a maximum penalty of \$15 000 [s 142(13)].

- If appropriate, the court may attempt to achieve settlement of the proceedings by agreement between the parties [s 142(8)(a)].
- The court may order that reports or other information be provided for the purposes of the proceedings. In addition, it can order that accounts be audited or that a person be reimbursed for the costs of having any accounts audited. [ss 142(8)(b)-(ba)]
- The court may [ss 142(8)(c)-(d)]:
  - > specify action that a party must take to remedy any default, or to resolve any dispute, or
  - > specify action that a party must refrain from doing.
- The court may give judgment on any monetary claim [s 142(8)(f)].
- The court may determine the position in which a cable, wire, pipe, sewer, drain, duct, plant or equipment is to be laid or installed [s 142(8)(g)].
- The court may:
  - > make a declaration as to the validity of any decision or purported decision of the corporation [s 142(da)]
  - > vary or reverse any decision of the corporation, or of the management committee of the corporation or of a delegate of the corporation [142(8)(e)(ii)].

In relation to by-laws, the court may:

- make a declaration as to the validity of any by-law or purported by-law of the corporation [s 142(da)]
- alter the by-laws of the community scheme, and make any necessary consequential changes to the scheme description and development contracts [142(8)(e)(i)], but only if [s 142(9)]:
  - > the corporation is a party to the proceedings or the court is satisfied that the corporation has been given a reasonable opportunity to become a party to the proceedings, and

- > if it appears to the court that the alteration could adversely affect a member of the corporation who is not a party to the proceedings, the court is satisfied that the member has been notified of the possibility that such an order could be made and has been given a reasonable opportunity to make submissions to the court in relation to the matter, and
- > the court is satisfied that the order is essential to achieving a fair and equitable resolution of the matters in dispute.

In relation to contracts, the court may [s 142(8)(ea)]:

- vary, avoid or terminate a contract entered into (regardless of when it was entered into) between a community corporation and any of the developer, an associate of the developer, the body corporate manager, or an associate of the body corporate manager, but only if:
  - > the court is satisfied that the contract involves a breach of fiduciary duties or other duties under the Act [s 142(9a)].

The court may also [ss 142(8)(h)-(i), s 142(10)]:

- make orders as to costs
- make any incidental or ancillary orders
- in an urgent case, make an interim order to safeguard the position of any person pending its final decision.

### APPOINTMENT OF AN ADMINISTRATOR

The District Court or the Magistrates Court may appoint an administrator to administer the affairs of the corporation [s 100(1)] in cases where governance has broken down to an extent that the group is not functioning. An administrator has, while the appointment remains in force, full and exclusive power to administer the affairs of the community corporation, including power to do anything for which a special or unanimous resolution of the corporation is required [s 100(2)].

An application to appoint an administrator may be made by [s 100(1)]:

- a community corporation
- a creditor of a community corporation
- the owner of a community lot or a development lot, or
- a person who holds a registered encumbrance over a community lot or a development lot.

# Converting from Strata Title

When the *Community Titles Act 1996 (SA)* came into operation, it did not affect existing strata corporations. However, from 1 January 2002 no new strata schemes have been allowed under the *Strata Titles Act 1988 (SA)*. Community titles have been created instead.

A strata scheme and a community strata scheme are similar, as the boundaries are defined by reference to structural divisions in a building, whereas in a community scheme lot boundaries are determined by surveyed land measurements and generally do not relate to a structure.

Existing strata corporations may, by an ordinary resolution of the strata corporation, become a community strata scheme, which means the corporation will be covered by the *Community Titles Act 1996 (SA)* and not the *Strata Titles Act 1988 (SA)* [*Community Titles Act 1996 (SA)* sch cl 2]. The resolution does not take effect until a copy of the resolution is lodged with the Registrar-General and filed with the strata plan. The resolution will not change the boundaries of the units or the common property. If it is desired that the boundaries be changed, an amendment to the plan and the appropriate application must be lodged at the Lands Titles Office.

The articles that existed under the *Strata Titles Act 1988 (SA)* continue as its by-laws but may be amended if required [sch cl 2(3)(e)]. Similarly, the officers of the strata corporation continue as the officers of the community corporation [sch cl 2(3)(g)].

Any proceedings commenced under the *Strata Titles Act 1988 (SA)* in relation to a strata corporation before it converted to a community corporation may be continued and completed under the *Strata Titles Act 1988* [sch cl 5].

# Development of the Community Title

and two secondary corporations, one for the residential lots and one for the retail lots. A tiered management structure may also be set up where there is a large number of lots in a community parcel, even if each of the lots is used for the same purpose.

Each level of the scheme has its own common property, which its corporation will manage. Schemes of more than one level can be complex and prospective purchasers should seek independent legal advice before buying into a scheme of this nature.

The *Community Titles Act 1996* (SA) allows for the future development of a scheme in two ways:

- staging
- tiering.

## STAGING

Staging involves the inclusion of a development lot that is to be divided at a later time to create extra lots within that scheme.

## TIERING

Tiering allows for the management of large or mixed land use developments. It allows a lot in a community or community strata scheme to be further divided to create a subservient scheme and managerial structures ('tiered' management). The first community plan lodged over an allotment is a primary plan of community division, which creates primary lots, primary common property and a primary community corporation. A lot in a primary scheme can be divided by a secondary scheme to create lots and common property and a community corporation at a secondary level. A lot in a secondary scheme can further be divided by a tertiary scheme to create lots and common property and a community corporation at a tertiary level. Corporations in the lower tiers will be members of the corporation of the tier above.

Primary lots do not have to be further divided into secondary lots, and most divisions do not go beyond the primary level. Most residential schemes, consisting only of a moderate number of residential lots, will be a primary community corporation and have only one level of management. Complex schemes involving residential, commercial and even recreational uses could form secondary or tertiary community corporations. For example, a development with a large retail section and fifteen smaller residential lots would most likely have one primary corporation covering the entire development

# Common Questions



## BUILDING ON A LOT

**I want to build an addition onto my house, which is part of a community scheme. Can I just go ahead and organise the building work, without involving the corporation? My friend is in a community strata scheme, and I know she cannot alter the outside of her unit without agreement from the corporation, but community schemes are different, aren't they?**

In a community scheme, the corporation's approval is not needed. However, as well as any Council approval that may be needed, any building work must comply with the requirements of the scheme description. In addition, the corporation's by-laws may include requirements in relation to building work.

## BUYING A COMMUNITY TITLE

**What do I need to be aware of if I wish to purchase a lot in a community plan?**

There are various things that must be considered. They include:

### PROPERTY MATTERS

- The type of scheme – is it a community scheme or a community strata scheme? This will indicate what a lot owner actually owns.
- The by-laws and, if applicable, scheme description and development contract(s) for the scheme. It is advisable to obtain independent advice about the content of these documents.
- The level of the scheme. Is it a primary, secondary or tertiary scheme? If a secondary or tertiary scheme, have I seen the plans, development contract(s) (if any), by-laws and scheme description of the scheme or schemes above?
- Have I seen a copy of the plan that defines my unit or lot? Do the boundaries of the unit/lot agree with boundaries shown on the plan?
- What constitutes the common property?
- Do the scheme description or by-laws limit the type of structures I can build on my lot?

### FINANCIAL MATTERS

- The statement of accounts and financial records of the corporation and those of any scheme above.
- What must I contribute to the upkeep, maintenance and management of the common area in the scheme? In the case of a secondary or tertiary scheme this will also include contributions that the scheme is required to make to the scheme(s) above.
- How do the contributions and other charges compare with other corporations?

- Are there any unpaid contributions owing on my unit or lot?
- Is the corporation planning any major expenditure that I may be asked to contribute to?
- Are there any structural problems in the building?
- Is there a 'sinking fund' or reserve of money held by the corporation for emergency expenses and major maintenance costs such as painting?
- What maintenance services are provided? What are the charges for these?
- In relation to insurance, whether the corporation is insured for public liability for at least ten million dollars, and whether the common property is sufficiently insured.
- In the case of a shared wall, does the adjoining owner have a current building insurance policy?

### MANAGEMENT MATTERS

- Is there a body corporate manager?
- Is there a management committee?
- What system does the corporation have for resolving disputes?
- If the scheme is for two lots, have certain requirements of the Act been exempted, such as the requirement to hold annual general meetings?

### STYLE OF LIVING

- What are the rules about having other people visiting and parking?
- Will the building or site be accessible if I am disabled and require a wheelchair or walking aid? If not, can suitable modifications be made easily?
- What are the restrictions on the use of my lot and the common property?
- Can I store my caravan/boat/bicycle?
- Are pets permitted?

## COMPANY TITLE

**I live in a company title; is it the same as a community title?**

A company title is where the property is owned by a company and each shareholder is entitled to occupy a particular unit. Strictly speaking, a shareholder does not own the property, but owns shares in the company that owns the property. The shares give an entitlement to occupy a unit. Such schemes can be more expensive and complex to administer, and prospective buyers may find it difficult to obtain finance to buy shares in a company title. Depending on the structure of the building, it may be possible to convert to a community title.

## CONTRIBUTIONS

**I don't use the common property driveway, as I have a driveway on my lot that accesses the street. Do I have to pay contributions for the maintenance of the common property?**

The amount of each owner's contribution to the corporation is normally calculated according to the lot entitlement set out in the community plan.

The corporation may, by unanimous resolution, determine that contributions are paid on some other basis.

Contributions are not just used to cover maintenance of the common property. Other costs, for example in relation to insurance, service infrastructure, and management costs are also covered by contributions. Just because you do not use the common property driveway does not mean you do not have to contribute to its maintenance, as a member of the corporation.

## CONVERTING TO COMMUNITY TITLE

**Our strata manager has suggested that we adopt the *Community Titles Act (SA)*. What's involved in converting and would we be better off?**

To convert to a community strata plan, the strata corporation must resolve, by ordinary resolution at a properly convened meeting of the corporation, that the *Community Titles Act 1996 (SA)* and not the *Strata Titles Act 1988 (SA)* will apply to the scheme. The resolution will not take effect until a copy of the resolution is lodged with the Registrar-General and filed with the strata plan.

The question of whether a corporation would be better off is a complex one and dependent on factors such as:

- the number of units involved
- the expectations of the lot owners
- the purpose the land is to be used for
- whether the common property is to be used for commercial gain
- whether there are units existing above other units, and
- whether the units are physically separate.

It is suggested that legal advice should be sought before that step is taken, as the *Strata Titles Act 1988 (SA)* will no longer apply.

A full conversion to define the lots by measurements (that is, conversion to a community scheme) would result in the members owning the entire structure on their lot. This would require:

- unanimous agreement of lot owners
- a new survey of the site and all building boundaries

- an amendment to the plan, and
- agreement of local and state authorities.

It pays to obtain a quote from a surveyor and a conveyancer. It may be worthwhile converting if the value of each lot increases significantly upon conversion to a lot.

**Our strata corporation has lodged a Lodgement of Resolution to adopt the *Community Titles Act 1996 (SA)*; does this mean we can now insure our unit separately?**

No. The strata scheme will become a community strata scheme, and so the corporation will still be responsible for insuring the buildings, which are common property.

A full conversion to community title would need to be done before owners could insure separately.

## EXCLUSIVE USE OF THE COMMON PROPERTY

**One of the lot owners in our community scheme was granted exclusive use of part of the common property by the corporation some years ago. We feel that this is an unfair situation. How can we regain this common property for use by all owners?**

The corporation can grant a right to occupy the whole or a part of the common property to the exclusion of all or some of the owners or occupiers of the community lots. A unanimous resolution is needed to do so, and the right must be consistent with the scheme description and not contrary to the by-laws.

In a community scheme, exclusive use of the common property can be granted on an ongoing basis; that is, it does not have to be for a set period.

A unanimous resolution of the corporation would be needed to reverse the decision to grant exclusive use.

## FENCES

**The fence between my lot and an adjacent lot is in need of repair. The body corporate manager says we have to sort it out ourselves and that it is not the corporation's responsibility. Is this correct?**

If you are part of a community scheme (not a community strata scheme), then you and your neighbour are joint owners of the dividing fence. The fence is not common property, so the corporation is not responsible to fix it. The issue of repairing the fence is between you and your neighbour. The *Fences Act 1975 (SA)* covers this area of law. See also the *Fences and the Law* booklet, published by the Legal Services Commission.

Similarly, if a fence between your lot and neighbouring land that is not part of your community scheme needs repair, you will need to discuss the matter with your neighbour. The corporation has no responsibility to be involved.



Some community schemes have a fence dividing the common property from neighbouring land that is not part of the scheme. In this case, the corporation would be responsible for discussing any fencing problems with the neighbouring owner.

If you are part of a community *strata* scheme, dividing fences will usually be common property, therefore it would generally be the corporation's responsibility to repair a dividing fence. Similarly, a fence between a lot in a community strata scheme and neighbouring land that is not part of the scheme would be the responsibility of the corporation and the owner of the neighbouring land.

## FINES

**A visitor to my apartment received a letter from the corporation stating she could be fined \$500 for unauthorized parking. Is this legal?**

A corporation's by-laws may give the corporation the power to impose fines of up to \$500 for breaches of its by-laws. The by-laws apply to owners, residents and visitors. A fine against a visitor or tenant could not be enforced without a court order.

## INSURANCE

**Our body corporate manager has advised us that she can arrange our individual building insurance policies for us. Could there be any problems with this?**

While each lot owner in a community scheme is responsible for insuring their own buildings, the by-laws of a community scheme may allow for the community corporation to act as an agent for the lot owners in arranging insurance. The corporation may delegate this task to a body corporate manager. If arranging building insurance for lot owners is an option, not a requirement, under the by-laws, then individual lot owners can choose whether they want the corporation to arrange their insurance or whether they want to do it themselves; there is no requirement for all owners to agree.

Problems can arise in relation to the way an insurer invoices the corporation for the insurance premium. If building insurance is arranged on behalf of two or more owners, an insurer may invoice the corporation for one amount, without showing the amount that would be payable for individual lots. If an insurer will not provide a breakdown, then the corporation has to work out each owner's contribution. Contributions are normally determined according to lot entitlements, but this may not be appropriate in relation to building insurance, because lot entitlements are based on the unimproved value of the land, not the value of the buildings. Thus, whether an insurer will provide a breakdown of the premium in

relation to each lot may be one of the factors to consider when choosing an insurer.

A corporation may decide that a lot owner's building insurance premium, or share of the premium, will be paid as part of the annual contribution levied by the corporation. If so, the levy applicable to your lot may compare unfavourably with the levy applicable to another lot where the owner has arranged their own insurance, or to the contributions levied by another corporation that does not arrange lot owners' building insurance. Such a disparity in levies may be a problem if you wish to sell your lot.

## MANAGERS

**What are some issues to consider when choosing a manager?**

At least five clear days before the date of the meeting at which the corporation is to consider whether or not to enter into a contract with a manager, the manager must make available for inspection by members:

- a pamphlet setting out the role of the manager and the rights of the corporation
- a copy of the proposed contract
- a copy of the schedule to the policy of professional indemnity insurance maintained by the manager; the insurance must be for at least \$1.5 million per claim.

In addition to the information required to be set out in these documents (see **Body Corporate Managers: Appointing a manager: Documents to be provided**), you may wish to consider the following.

- What services are included in the fee? For example:
  - > Is there an after hours emergency service?
  - > Will the manager, or an employee of the manager, attend your corporation as needed?
- Is there any fee charged for keeping the corporation's funds?
- Will all bank interest be passed on to the corporation?
- Will the manager ensure the corporation receives the best bank interest rate?
- What maintenance company or contractors does the manager normally use, and does the manager receive any commissions, or have any financial relationship with contractors?
- Will the manager provide your treasurer with regular financial statements to keep the corporation up to date and allow for scrutiny? If so, how often? Note that the manager must provide a financial statement upon request by the corporation, within five days of

the request (see [Body Corporate Managers: Duties of managers: Trust account audits](#)).

- Will the manager supply references from current clients?
- Does the manager have the skills to help resolve disputes?

## RESTRICTIVE RULES

**The rules of my apartment complex are very restrictive. I can't hang washing on my balcony or have a barbeque. What can I do about it?**

The by-laws (rules) that govern a scheme can be amended by a special resolution passed at a properly convened meeting of the corporation. A copy of the by-laws as amended must be lodged with the Registrar-General within 14 days of the passing of the resolution.

By-laws that are inconsistent with the scheme description (if any) are invalid. Therefore a consequential amendment to the scheme description (if any) may also need to be made.

If the scheme is a secondary or tertiary scheme, the by-laws and scheme description of the other schemes may also need to be amended.

In some situations, it may be possible to negotiate a resolution and mediation may also be helpful.

## RULES

**What rules am I bound by when I own a community lot?**

By-laws contain the rules by which the scheme is to be run and bind all of the owners, occupiers and visitors to the scheme. By-laws are written exclusively for the particular scheme they relate to. If the community scheme is a secondary or tertiary scheme, it is bound by not only the by-laws written for that scheme but also the by-laws of the scheme or schemes above.

## TREES

**The owner of an adjoining lot has a tree on their property and its roots are damaging the paving on my lot. Can I ask the body corporate manager to raise the matter with the other owner?**

If the tree is on an owner's lot (not on common property) and is only affecting your property, then it is a matter between you and your neighbour; it is not the corporation's responsibility to get involved.

Similarly, if a tree on a neighbouring property that is not part of the community scheme is affecting your lot, then it is up to you to discuss the matter with the neighbouring owner.

If an owner's tree is affecting the common property, then the corporation can discuss the matter with the owner.

If a tree on common property is affecting your property, then you could raise the matter with the corporation.

## WATER RATES

**Our lots do not have separate water meters and we all pay the same for water, no matter how much we use. Can this be changed?**

Unless there are separate water meters for each lot, there is no way to determine a lot's water usage. Contributions are normally paid by lot entitlement; a unanimous resolution is needed to change this arrangement. SA Water offers the following billing options: sending one lump sum bill for water usage every three months to the corporation secretary; dividing the bill in percentages nominated by the corporation and billing owners separately; dividing the bill equally between the lot owners and billing them separately. Whatever the billing arrangement, the community corporation is ultimately responsible to SA Water for the bill. Private water meters may be installed on each lot to determine how the SA Water account should be divided. There are costs associated with the installation and reading of private meters.

## TYPES OF COMMUNITY TITLES

### What is the difference between a regular community title and a strata community title?

There are two types of community titles:

- community schemes
- community strata schemes.

#### PRIMARY COMMUNITY SCHEMES (FIGURE 01.)

The diagram and plan are of a primary community plan. Each building sits on its own lot. The owners have title to the land under the lot and the sky above, unlike strata titles. They are responsible for the maintenance and insurance of their respective buildings. Where buildings share a common (party) wall the owners of each building are jointly responsible for its maintenance. The common property is the shared driveway down the middle of the group. The body corporate is responsible for the maintenance of the driveway.

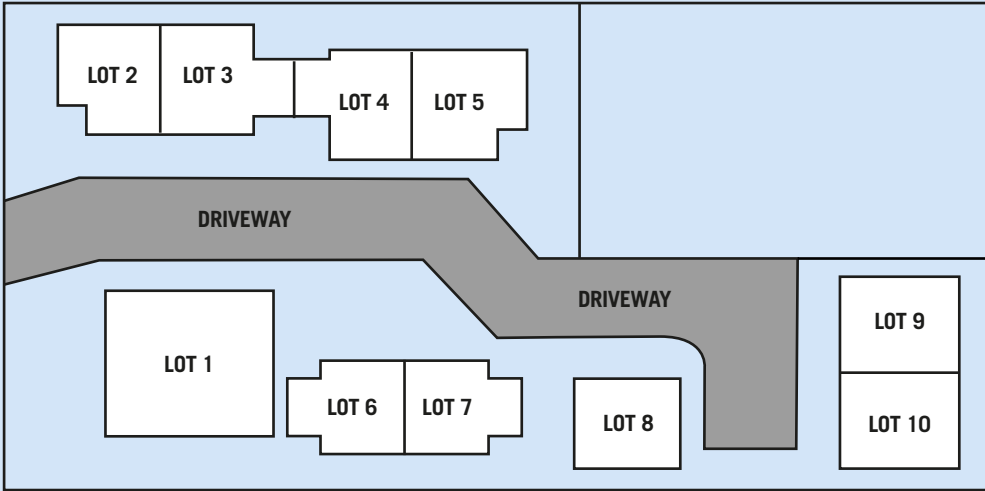
#### PRIMARY COMMUNITY STRATA SCHEMES (FIGURE 02.)

The photograph and plan are of a primary community strata plan. In a community strata scheme the lot boundaries must be defined by reference to parts of the building, similar to a strata title. There must be at least one lot that exists above another, unless the scheme was previously a strata scheme under the *Strata Titles Act 1988* (SA) and has converted by resolution to adopt the *Community Titles Act 1996* (SA).

The structure itself is common property and it is therefore the responsibility of the corporation to maintain and insure it. In this regard, community strata schemes are very similar to strata titled unit groups. Common property includes land that is not within a lot, and infrastructure (such as driveways, water, sewer, electricity) that do not serve single lots. In the case of a community strata scheme, this includes the external walls and floors, the foundations, the roof, the space in the roof, gutters and eaves immediately below the gutters. It does not include the owner's fixtures and fittings such as kitchens and bathrooms.

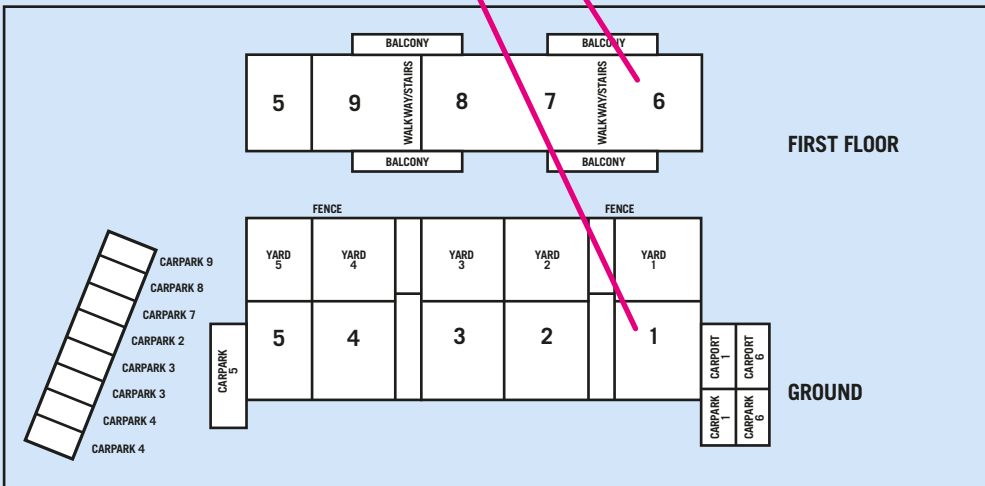
The internal walls and lot subsidiaries are not common property and are the owner's responsibility to maintain.

### PRIMARY COMMUNITY PLAN



PRIMARY COMMUNITY SCHEMES (FIGURE 01.)

### PRIMARY COMMUNITY STRATA PLAN - BUILDINGS AND FENCES ARE COMMON PROPERTY



PRIMARY COMMUNITY STRATA SCHEMES (FIGURE 02.)

Figures courtesy of Gordon Russell

# Contacts

## STRATA AND COMMUNITY ADVICE SERVICE

1300 366 424

## LEGAL SERVICES COMMISSION

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

## ADELAIDE OFFICE

159 Gawler Place  
Adelaide 5000

**Telephone:** 8111 5555

## ELIZABETH OFFICE

Windsor Building  
Elizabeth Shopping Centre  
Elizabeth 5112

**Telephone:** 8111 5400

## MT BARKER

18 Walker Street  
Mt Barker 5251

**Telephone:** 8111 5320

## NOARLUNGA

Noarlunga House  
Colonnades Shopping Centre  
Noarlunga Centre 5168

**Telephone:** 8111 5340

## PORT ADELAIDE

306 St Vincent Street  
Port Adelaide 5015

**Telephone:** 8111 5460

## PORT AUGUSTA

13 Flinders Terrace  
Port Augusta 5700

**Telephone:** 8686 2200

## WHYALLA

Tenancy 7, 169 Nicolson Avenue  
Whyalla Norrie 5608

**Telephone:** 8620 8500

## COMMUNITY LEGAL CENTRES

### CENTRAL CLS

Shop 2, 59 Main North Road  
Medindie Gardens 5081

**Telephone:** 8342 1800

### NORTHERN CLS

26 John Street  
Salisbury 5108

**Telephone:** 8281 6911

### RIVERLAND CLS

8 Wilson Street  
Berri 5343

**Telephone:** 8582 2255

### SOUTHERN CLS

40 Beach Road  
Christies Beach 5165

**Telephone:** 8384 5222

### SOUTH EAST CLS

9 Penola Road  
Mount Gambier 5290

**Telephone:** 8723 6236

### WESTSIDE COMMUNITY LAWYERS

Old Post Office  
212 Port Road  
Hindmarsh 5007

**Telephone:** 8340 9009

### PORT PIRIE OFFICE

Flinders Arcade  
72 Ellen Street  
Port Pirie 5540

**Telephone:** 8633 3600

## MEDIATION SA

[www.mediationsa.org.au](http://www.mediationsa.org.au)

**Telephone:** 8350 0376 /  
1300 850 650

## LAND SERVICES GROUP

Lands Titles Office  
101 Grenfell Street  
Adelaide 5000

**Telephone:** 8226 3983

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

## SA POWER NETWORKS

General enquiries 13 12 61  
[sapowernetworks.com.au](http://sapowernetworks.com.au)

## SA WATER

1300 650 950

[customerservice@sawater.com.au](mailto:customerservice@sawater.com.au)


[sawater.com.au](http://sawater.com.au)





FORM LF1 (Version 2)  
GUIDANCE NOTES AVAILABLE

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

Orig. <b>LF 14010841</b>

14:07 06-Apr-2023 4 of 4

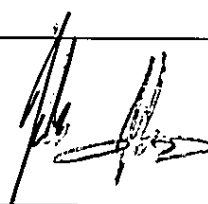

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CORRECTION TO:

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT  
(COPIES ONLY)

- 1.....
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- 5.....

PICK-UP NO.	
CP	
CORRECTION	PASSED J.I
FILED	 13/04/2023  pro REGISTRAR-GENERAL

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



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Page 1 of 6

DEVELOPMENT CONTRACT  
Development No. 252/C522/22

COMMUNITY  
DEVELOPMENT CONTRACT

COMMUNITY PLAN No. 42963

Lots 5005 and 5006 Gallop Lane St Clair SA 5011

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

Signed



Nicole Zeoli, Registered Conveyancer, of Ground Floor, 180 Flinders Street Adelaide SA 5000

Dated:

6/4/2021

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## 1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and interpretations set out in this clause 1 and in Section 3 of the Act apply to this Development Contract and unless the context otherwise requires, the expressions:-

- (a) **"Act"** means the Community Titles Act 1996, as amended;
- (b) **"By-laws"** means the By-laws filed with this Development Contract;
- (c) **"Common Property"** means the Common Property created by division under the Act and designated as such in the Community Plan;
- (d) **"Community Corporation"** means Community Corporation No. 42963 Incorporated constituted in accordance with the Act;
- (e) **"Community Lot"** means a primary lot created by division under the Act and designated as such in the Community Plan;
- (f) **"Community Lot Holder"** means the owner of a Community Lot;
- (g) **"Community Parcel"** means the land divided by the Community Plan 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;
- (h) **"Community Plan"** means the primary plan that divides the Community Parcel into Community Lots and Common Property;
- (i) **"Developer"** means LMI Properties Pty Ltd ACN 636 946 579 together with its heirs, successors, executors and assigns;
- (j) **"Development Authorisation"** means any assessment, decision, permission, consent, approval, authorisation or certificate required by or under the Planning, Development and Infrastructure Act 2016 approved by the Development Authority as amended or modified from time to time in relation to the works to be carried out pursuant to this Development Contract;
- (k) **"Development Authority"** means the relevant development authority, which, in relation to this division is the City of Charles Sturt; and
- (l) **"Scheme Description"** means the Scheme Description filed with this Development Contract.

1.2 Unless to the contrary intention appears, a reference to:

- (a) capitalised words that are not defined in clause 1.1 have the meaning given to them in the Act;
- (b) an instrument includes any variation or replacement of it;
- (c) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) the singular includes the plural and vice versa;
- (e) the word **"person"** includes a firm, a body corporate, an association or an authority;
- (f) words of any gender include every gender;
- (g) a person includes a reference to the person's executors, administrators, successors, substitutes and assigns; and
- (h) a day is a reference to the period of time commencing at midnight and ending 24 hours later.

1.3 Headings are inserted for convenience and do not affect the interpretation of this Development Contract.

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1.4 If any part of this Development Contract is invalid, unenforceable or illegal, it will be severed and the remainder of this Development Contract will have full force and effect.

**2. IMPORTANT NOTICE**

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

2.2 The obligations contained in this Development Contract may only be varied or terminated in accordance with the provisions of Section 50, 69(8) or 70(8) of the Act.

2.3 This Development Contract should not be considered alone, but in conjunction with the results of searches and enquiries made in respect of the community scheme concerned. In particular this Development Contract should be read in conjunction with the By-laws.

2.4 Further particulars about details of the scheme are available from the office of the Development Authority.

2.5 The terms of this Development Contract are binding on the Developer and any subsequent purchaser of a relevant Community Lot. In addition the Developer covenants with the owners and subsequent owners of the Community Lots and each of them severally to develop the Community Parcel in accordance with this Development Contract.

**3. IDENTIFICATION OF THE LAND**

The Community Parcel the subject of the community scheme is identified as the whole of the land comprised in Certificates of Title Volume 6215 Folio 247 and Volume 6215 Folio 248 being the property located at Lot 5005 and 5006 Gallop Lane St Clair SA 5011.

**4. DEVELOPMENT OF THE COMMUNITY PARCEL**

4.1 The Community Parcel is primarily for residential development undertaken by the Developer.

4.2 The Community Parcel is to be divided by the Community Plan into fifteen Community Lots and Common Property and is to be carried out in one stage.

4.3 The Community Lot Holder will develop the Community Lot.

4.4 The Developer will develop the Common Property by means of construction of a driveway to provide access to the Community Lots and for the accommodation of service infrastructure and stormwater infrastructure.

4.5 All of the obligations to develop the Community Parcel pursuant to this Development Contract and the Scheme Description and any Development Authorisation issued by the Development Authority relating to the Community Parcel are obligations of the Developer.

4.6 The Developer will develop the Community Parcel in accordance with the terms and conditions of this Development Contract.

**5. DEVELOPMENT AUTHORISATION**

5.1 The construction of the Community Parcel will be undertaken in accordance with Application No: 252/C522/22 granted by the Development Authority subject to such amendments as agreed by the Development Authority.

5.2 In the event that Development Authorisation cannot be obtained by the Developer so as to allow it to proceed with the development of the Community Parcel, the Developer's obligations under this Development Contract are extinguished.

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**6. DEVELOPER'S UNDERTAKINGS**

- 6.1 The Developer undertakes to the owners and occupiers from time to time of the Community Lots and to the Community Corporation that in carrying out the proposed development it will interfere as little as is reasonably practicable with the use and enjoyment by the owners and occupiers of the Community Lots and the Common Property.
- 6.2 The Developer undertakes to the owners and occupiers from time to time of the Community Lots and the Community Corporation that it will repair or pay the costs of repairing any damage caused by the Developer to a Community Lot or to the Common Property or to any building or other property on any Community Lot or the Common Property.

**7. ACCESS TO THE COMMUNITY LOTS**

The Developer, its employees, agents and contractors will obtain access to the Community Lots from Gallop Lane St Clair SA 5011.

**8. OBLIGATIONS ON COMMUNITY LOT OWNERS AND OCCUPIERS**

The Community Corporation and the owners from time to time of the Community Lots will allow the Developer access and occupation of portions of the Community Parcel from time to time for the purpose of carrying out the development required by this Development Contract.

**9. TIMING OF DEVELOPMENT WORK**

The Developer will cause any building work to be carried out on the Community Parcel by its workmen and contractors between Monday to Friday of each week between the hours of 7:00am and 5:30pm and on Saturday and Sunday between the hours of 7:00am and 4:00pm.

**10. STANDARD OF DEVELOPMENT**

The Developer will complete the development of the Community Parcel in accordance with the Development Authorisation. The standard of work to be performed and the materials to be used will be of a fair industry standard or such higher standard as the Developer in its absolute discretion may determine.

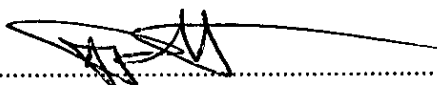
**11. DEVELOPER'S OBLIGATIONS**

- 11.1 It is intended that the Community Parcel is to be divided into fifteen Community Lots and Common Property and is to be carried out in one stage.
- 11.2 The Developer intends to complete construction of the driveway on the Common Property within twelve months of plan deposit and within the time periods specified in the Development Authorisation or granted extensions thereof.

Executed by LMI Properties Pty Ltd ACN 636 946 579 in accordance with Section 127 (1) of the Corporations Act 2001 by the authority of the Director and Director / Secretary



Director – Simon Cvetkoski



Director / Secretary – Andrew Robert Potter

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Page 6 of 6

DEVELOPMENT CONTRACT  
Development No. 252/C522/22

ANNEXURE A - Development Authorisation



## DECISION NOTIFICATION FORM

*Section 126(1) of the Planning, Development and Infrastructure Act 2016*

**TO THE APPLICANT(S):**

Name: SA Property Projects Pty Ltd
Postal address: c/- Alexander Symonds PO Box 1000 Kent Town SA 5071
Email: dmaasdorp@alexander.com.au

**IN REGARD TO:**

Development application no.: 22018513	Lodged on: 6 Jun 2022
Nature of proposed development: Community Title Land Division creating 15 allotments from 2 Torrens Title lots and construction of 10 two storey detached dwellings and 5 two storey group dwellings. Stage 1 land division, stage 2 Construction of dwellings, common areas and landscaping.	

**LOCATION OF PROPOSED DEVELOPMENT:**

<b>Location reference:</b> LOT 5005 GALLOP LANE ST CLAIR SA 5011		
<b>Title ref.:</b> CT 6215/247	<b>Plan Parcel:</b> D119614 AL5005	<b>Council:</b> CITY OF CHARLES STURT

<b>Location reference:</b> LOT 5006 GALLOP LANE ST CLAIR SA 5011		
<b>Title ref.:</b> CT 6215/248	<b>Plan Parcel:</b> D119614 AL5006	<b>Council:</b> CITY OF CHARLES STURT

**DECISION:**

Decision type	Decision (granted/refused)	Decision date	No. of conditions	No. of reserved matters	Entity responsible for decision (relevant authority)
Building Consent Stage 1	Not Required	1 Mar 2023	0	0	City of Charles Sturt
Staged Development Approval - Building Consent Stage 1	Not required	1 Mar 2023			City of Charles Sturt
Planning Consent	Granted	14 Feb 2023	10	1	Assessment Manager at City of Charles Sturt
Land Division Consent	Granted	14 Feb 2023	9	0	Assessment Manager at City of Charles Sturt
Staged Development Approval - Planning Consent; Land Division Consent	Granted	2 Mar 2023	19	1	City of Charles Sturt
Building Consent Stage 2	Still Required				City of Charles Sturt
Development Approval - Building Consent Stage 2	Still Required				City of Charles Sturt

This form constitutes the form of a decision notification under section 126(1) of the Planning, Development and Infrastructure Act 2016, as determined by the Minister for Planning for the Purposes of regulation 57(1) of the Planning, Development and Infrastructure (General) Regulations 2017. Published: 7 July 2022.



**FROM THE RELEVANT AUTHORITY:** City of Charles Sturt

Date: 2 Mar 2023

## RESERVED MATTERS

### Planning Consent

Pursuant to section 102 (3) of the Planning, Development and Infrastructure Act of 2016, the following matter(s) shall be reserved for further assessment prior to the granting of Development Approval:

Pursuant to Section 102 (3) of the *Planning, Development and Infrastructure Act 2016*, the following matters shall be reserved for further assessment, to the satisfaction of the relevant authority, prior to the granting of Development Approval stage 2:

- A detail of the permeable paving be provided to the relevant authority for endorsement. The detail will include the paver specifications and a cross section detail of permeable paving showing paver type, ballast size and depths.

Note - Further conditions may be imposed on the Planning Consent in respect of the above matters.

## CONDITIONS

### Building Consent Stage 1

None

### Planning Consent

#### Condition 1

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

#### Condition 2

Tree(s) must be planted and/or retained in accordance with DTS/DPF 1.1 of the Urban Tree Canopy Overlay in the Planning and Design Code (as at the date of lodgement of the application). New trees must be planted within 12 months of occupation of the dwelling(s) and maintained and must be replaced if they become diseased or die.

#### Condition 3

The carparking area associated with this proposal shall be developed in accordance with the following requirements;

- (i) All car parking spaces, driveways and associated manoeuvring areas shall be sealed in bitumen, concrete or brick pavers prior to occupation of the proposed development.
- (ii) The proposed car parking layout and access areas are to conform with the Australian Standards 2890.1 for Off-Street Parking Facilities.
- (iii) That all parking areas be marked, to delineate the parking spaces, prior to the occupation of the proposed development in accordance with the relevant Australian Standard AS 1742.
- (iv) A sign with the message 'visitor car parking', having an advertising area not exceeding 0.2 square metres, shall be erected at the car park entry and shall be maintained in good condition at all times.



**Condition 4**

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

**Condition 5**

**Restricted access**

That no vehicular larger than a B99 passenger vehicle permitted to access the site.

**Condition 6**

All vehicles are required to enter/exit the common access area in a forward movement.

**Condition 7**

All stormwater from buildings and paved areas shall be disposed of in such a manner that it does not result in the entry of water into a building or affect the stability of a building.

**Condition 8**

All stormwater runoff shall be directed away from neighbouring properties.

**Condition 9**

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

**Condition 10**

That the level of the driveway at the property boundary with a public road must match the existing footpath level or allow for the construction of a footpath, which is compliant with the Disability Discrimination Act.

**Land Division Consent**

**Conditions imposed by South Australian Water Corporation under Section 122 of the Act**

**Condition 1**

SA Water's water and sewer network is available for connection in this area. An investigation will need to be undertaken to determine infrastructure needs, appropriate fees and charges.

The financial requirements of SA Water shall be met for the provision of water and sewer supply services.

**Condition 2**

SA Water's recycled water network is available for connection in this area. An investigation will need to be undertaken to determine infrastructure needs, appropriate fees and charges.

The financial requirements of SA Water shall be met for the provision of recycled water supply services.

**Condition 3**

if a connection/s off an existing main is required, an investigation will need to be carried out to determine if the connection/s to your development will be standard or non-standard costs.

**Condition 4**

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

<https://www.sawater.com.au/building,-developing-and-plumbing/new-connections-and-alterations/connection-fees>

**Condition 5**

SA Water's water and sewer network is available for connection in this area. An investigation will need to be undertaken to determine infrastructure needs, appropriate fees and charges.

The financial requirements of SA Water shall be met for the provision of water and sewer supply services.

**Condition 6**

if a connection/s off an existing main is required; an investigation will need to be carried out to determine if the connection/s to your development will be standard or non-standard costs.

**Condition 7**

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

<https://www.sawater.com.au/building,-developing-and-plumbing/new-connections-and-alterations/connection-fees>

**Conditions Imposed by SPC Planning Services under Section 122 of the Act**

**Condition 8**

A final plan complying with the requirements for plans set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the State Planning Commission for Land Division Certificate purposes.

**Condition 9**

A final plan complying with the requirements for plans set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the State Planning Commission for Land Division Certificate purposes.

**ADVISORY NOTES**

**Building Consent Stage 1**

None

**Planning Consent**

**Advisory Note 1**

The applicant has a right of appeal against the conditions which have been imposed on this Planning Consent. Such an appeal must be lodged at the Environment, Resources and Development Court within two months from the day of receiving this notice or such longer time as the Court may allow. The applicant is asked to contact the Court if wishing to appeal. The Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0289).

**Advisory Note 2**

**Impacts on your Rates**

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

**Advisory Note 3**

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

**Advisory Note 4**

You are advised that construction or alteration of any footpath, kerb, gutter or crossover on Council land will require a permit, under the Local Government Act 1999 from Council's Engineering Strategy and Asset Department. It is illegal to undertake work on Council land without permission

If the existing entranceway (driveway cross-over) is to be removed it must be re-instated with kerb and gutter, including appropriate restoration of the footpath and verge, to Council's standard specification. Please contact Council's Engineering Strategy and Asset Department to confirm the required standards.

Driveway cross-overs which affect a pedestrian footpath should maintain the level of the footpath or be consistent with the proposed footpath levels in instances where the footpath has not been constructed. When final Development Approval is applied for this should be shown on the plans. Please note that construction is to be in accordance with the Disability Discrimination Act and relevant Australian Standards.

**Advisory Note 5**

You are advised that under the Fences Act you are legally required to give notice for the removal of a fence on the common boundary. Please refer to the Fences Act for the correct procedural requirements.

**Land Division Consent**

**Advisory Note 1**

**Impacts on your Rates**

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

**Advisory Note 2**

Please note that street numbers will not be issued until receipt of the Deposited Plan for the division from Land Services SA. The existing property number may change in the future to accommodate new properties and meet legal obligations in relation to numbering.

**Advisory Notes imposed by SPC Planning Services under Section 122 of the Act**

**Advisory Note 3**

This referral is a duplication created by a system error. Please refer to the State Planning Commission requirements as previously advised in our report dated 17th June 2022 .

<b>CONTACT DETAILS OF CONSENT AUTHORITIES</b>	
Name: City of Charles Sturt	Type of consent: Planning and Land Division; Building
Telephone: 0884081111	Email: dadm@charlessturt.sa.gov.au
Postal address: PO Box 1, Woodville SA 5011	

FORM LF1 (Version 2)  
GUIDANCE NOTES AVAILABLE

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE  
COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

Orig. **LF 14010839**



14:07 06-Apr-2023  
2 of 4

SERIES NO	PREFIX
2	LF

AGENT CODE

LODGED BY:

ELPL

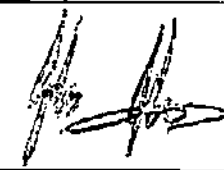

CORRECTION TO:

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT  
(COPIES ONLY)

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

PICK-UP NO.	
CP	

CORRECTION	PASSED J.I.
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FILED	13/04/2023
	
P/O	REGISTRAR-GENERAL

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

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Page 1 of 10

BY-LAWS  
Development No. 252/C522/22

COMMUNITY  
BY-LAWS

COMMUNITY PLAN No. 42963

Lots 5005 and 5006 Gallop Lane St Clair SA 5011

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

Signed



Nicole Zeoli, Registered Conveyancer, of Ground Floor, 180 Flinders Street Adelaide SA 5000

Dated:

6/4/2023

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### **COMMUNITY BY-LAWS WARNING**

These By-laws bind the Community Corporation, the Community Lot Holders, the Occupiers and any person entering the Community Parcel.

These By-laws relate to the control and management of the Common Property and Community Lots and as such may only be amended or revoked by special resolution of the Community Corporation in accordance with Section 39 of the Act.

### **PART 1 - CONSTRUCTION**

#### **1. DEFINITIONS AND INTERPRETATIONS**

**1.1** The definitions and interpretations set out in this clause 1 and in Section 3 of the Act apply to these By-laws and, unless the context otherwise require, the expressions:

- (a) **"Act"** means the Community Titles Act 1996, as amended;
- (b) **"Common Property"** means the Common Property created by division under the Act and designated as such in the Community Plan;
- (c) **"Community Corporation"** means Community Corporation No. 42963 Incorporated constituted in accordance with the Act;
- (d) **"Community Lot Holder"** means the owner of a Community Lot;
- (e) **"Community Lot"** means a primary lot created by division under the Act and designated as such in the Community Plan;
- (f) **"Community Parcel"** means the land divided by the Community Plan 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;
- (g) **"Community Plan"** means the primary plan that divides the Community Parcel into Community Lots and Common Property;
- (h) **"Invitees"** means visitors, tradesperson, builders, contractors, agents, clients or associates of the Community Lot Holder or Occupier; and
- (i) **"Occupier"** means the person in occupation of the Community Lot, and, includes, if the Community Lot is unoccupied, a Community Lot Holder.

**1.2** Unless the contrary intention appears, a reference to:

- (a) capitalised words that are not defined in By-law 1.1 have the meaning given to them in the Act;
- (b) an instrument includes any variation or replacement of it;
- (c) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) the singular includes the plural and vice versa;
- (e) the word **"person"** includes a firm, a body corporate, an association or an authority;
- (f) words of any gender include every gender;
- (g) a person includes a reference to the person's executors, administrators, successors, substitutes and assigns; and

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- (h) a day is a reference to the period of time commencing at midnight and ending 24 hours later.
- 1.3 Headings are inserted for convenience and do not affect the interpretation of these By-laws.
- 1.4 If any part of these By-laws are invalid, unenforceable or illegal, it will be severed, ignored or read down but so as to maintain and uphold as far as possible the remaining By-laws.

## PART 2 - MANDATORY BY-LAWS

### 2. ADMINISTRATION, MANAGEMENT AND CONTROL OF THE COMMON PROPERTY

- 2.1 The Community Corporation is responsible for the administration, management and control of the Common Property.
- 2.2 The Community Corporation may, but is not obliged to, subject to the Act and these By-laws, establish and appoint a committee ("**Management Committee**") which will be responsible to the Community Corporation for the administration, management and control of the Common Property except for matters concerning:
- (a) the fixing of contribution amounts from Community Lot Holders;
  - (b) the appointment of a manager ("**Body Corporate Manager**") pursuant to By-law 2.3;
  - (c) maintenance, upgrading or improvements to the Common Property where the item to be considered exceeds \$5,000.00 or such amount as decided by the Community Corporation; and
  - (d) the Community Corporation's obligations regarding insurance under the Act, and such other matters as the Community Corporation may decide on from time to time.
- 2.3 The Community Corporation may, but is not obliged to, appoint a Body Corporate Manager which will be responsible to, and will assist, the Community Corporation in carrying out the function of administering, managing and controlling the Common Property provided that the Community Corporation must:
- (a) appoint the Body Corporate Manager on a contract that is in accordance with the requirements under the Act; and
  - (b) include in the contract a requirement for annual reviews of the appointment and, if on annual review the Community Corporation is not satisfied with the performance of the Body Corporate Manager, the right to terminate the contract.

### 3. COMMUNITY LOT HOLDER CONTRIBUTIONS

- 3.1 The Community Corporation will in general meeting (and not by its Management Committee), fix the amount it requires from Community Lot Holders from time to time by way of contributions for anticipated expenditure (such as Common Property maintenance, building services, rates and taxes, insurances, repairs etc).
- 3.2 Subject to the Act, the share of an amount to be contributed by a Community Lot Holder is proportional to the lot entitlement of the relevant Community Lot unless otherwise provided by a unanimous resolution of the Community Corporation.
- 3.3 The Community Corporation may, by ordinary resolution:
- (a) permit contributions to be paid in instalments specified in the resolution; and



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- (b) fix (in accordance with regulations of the Act) interest payable in respect of a contribution, or an instalment of a contribution, that is in arrears.

### **PART 3 - COMMUNITY PARCEL**

#### **4. USE AND ENJOYMENT OF THE COMMUNITY PARCEL**

A person bound by these By-laws must not on the Community Parcel:

- 4.1 interfere, or allow its Invitees to interfere, with others in their use and enjoyment of their rights in relation to the Community Parcel;
- 4.2 unlawfully set aside or attempt to exclude obstruct the public's access to any section of the Community Parcel;
- 4.3 make, or allow its Invitees to make, undue noise likely to interfere with the peaceful enjoyment of the occupiers of other Community Lots or of any person lawfully using the Community Parcel;
- 4.4 use any language, behave in a manner or bring objects or materials of any kind likely to cause offence or nuisance or embarrassment to others;
- 4.5 do, or permit to be done, any act which is, or may in the opinion of the Community Corporation be, an offence under any law of the State of South Australia or the Commonwealth of Australia;
- 4.6 use or store any explosive or other dangerous substances;
- 4.7 carry, use, discharge or explode any firearm, explosive, fireworks, air gun or any other weapon; and
- 4.8 obstruct any footway, road or path.

#### **5. PETS BIRDS AND ANIMALS**

- 5.1 An Occupier is permitted to keep either a small to medium size dog or a desexed cat, in their Community Lot provided that the pet be kept under physical care and control of the Occupier at all times and causes minimal inconvenience to other Occupiers.
- 5.2 An Occupier must immediately remove any deposit of waste material and repair and or replace any damage to or loss of property caused by the pet on or to any part of the Community Parcel.
- 5.3 Subject to By-law 5.1 an Occupier must not keep any other pets, birds or animals without the consent of the Community Corporation at a duly convened meeting and only on such conditions as imposed by the Community Corporation.
- 5.4 The Community Corporation may by written notice require an Occupier to permanently remove an animal from the Community Parcel.
- 5.5 Notwithstanding the other provisions of By-law 5, if an Occupier is a person who suffers from a disability, they may keep a dog or other animal trained to assist the Occupier in respect of that disability.

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#### PART 4 - COMMON PROPERTY

##### 6. USE AND ENJOYMENT OF THE COMMON PROPERTY

- 6.1 The Common Property is, subject to the Act and these By-laws, for the common use and enjoyment of the Community Lot Holders, Occupiers and Invitees.
- 6.2 The Community Corporation may, subject to the Act, grant or consent to any encumbrance or covenant affecting all or any part of the Common Property which may regulate the use of the Common Property.
- 6.3 A person bound by these By-laws must not on the Common Property:
- (a) obstruct the lawful use of the Common Property by any person;
  - (b) without the prior approval of the Community Corporation, erect or construct any permanent structure or service infrastructure;
  - (c) mark, paint, drive nails or screws or the like into, or otherwise damage or deface any building, sign or structure that forms part of the Common Property without the prior approval in writing of the Community Corporation;
  - (d) use any portion for their exclusive use as a garden, parking area or otherwise;
  - (e) display any sign, advertisement, placard, banner or other conspicuous material of a similar nature; and
  - (f) break, pull up, damage, destroy or remove any landscaping.

##### 7. USE OF ROADWAYS AND COMMON AREA PARKING

- 7.1 A person bound by these By-laws must not:
- (a) in any way obstruct vehicular or pedestrian traffic on the Common Property;
  - (b) park a motor vehicle on the Common Property except on that part of the Common Property allocated or reserved by the Community Plan or the Community Corporation to the relevant Community Lot for carparking purposes;
  - (c) while driving a vehicle on the Common Property, fail to comply with the Community Corporation's displayed regulated speed and weight limits (if any); and
  - (d) use, or permit to be used, visitor parking areas on Common Property (if marked on the Community Plan) other than for the occasional and temporary parking of motor vehicles belonging to Invitees.
- 7.2 A person driving a vehicle on the Common Property must comply with the rules applicable under the Road Traffic Act 1961 to the driving of a vehicle on a public road.

##### 8. KEEPING THE COMMON PROPERTY IN GOOD REPAIR

- 8.1 The Community Corporation must keep the Common Property in a state of good and serviceable repair at all times and shall properly maintain all improvements, fixtures and fittings held by the Community Corporation in connection with the Common Property.
- 8.2 Community Lot Holders, Occupiers and Invitees must notify the Community Corporation of any damage to or defect in the Common Property immediately on becoming aware of it.

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**9. COMMUNITY CORPORATION NOT LIABLE**

The Community Corporation will not be liable or responsible for any damage or loss, including theft, to or of any item owned by or there by the authority of a Community Lot Holder or Occupier on the Common Property.

**PART 5 - COMMUNITY LOT**

**10. USE AND ENJOYMENT OF THE COMMUNITY LOT**

10.1 A person bound by these By-laws must not:

- (a) use the Community Lot or permit the Community Lot to be used for non-residential or any unlawful purpose;
- (b) cause or allow loud noise or any other nuisance, disturbance or noise to be made which is likely to interfere with the quiet enjoyment of other Community Lot Holders or Occupiers; and
- (c) restrict or prevent the Community Corporation from gaining access to any common service infrastructure shared between the Community Lots for maintenance, repair or replacement purposes.

10.2 A person bound by these By-laws must:

- (a) on becoming payable, promptly pay all rates, taxes, charges, outgoings and assessments in respect of their Community Lot; and
- (b) subject to the provisions of these By-laws:
  - A. at all times keep the Community Lot, including any improvements on the Community Lot, clean and tidy and in a good state of repair and condition;
  - B. paint and repair external finishes on the Community Lot in order to substantially maintain a continuity of appearance of all buildings on the Community Parcel;
  - C. keep any garden on the Community Lot maintained and clear of any rubbish and not change the landscaping on the Community Lot so as to substantially alter the environment; and
  - D. comply with reasonable requirements or orders of the Community Corporation or government or statutory authority in relation to the Community Lot.
- (c) store:
  - A. garbage within the Community Lot in an appropriate container which prevents the escape of unpleasant odours; and
  - B. the appropriate container in such a manner that it cannot be seen from the front of the Community Lot; and
- (d) use the Community Lot in accordance with the Development Act 1993.

**11. SALE OF COMMUNITY LOT**

A person bound by these By-laws must:

- 11.1 ensure that, in the event that a Community Lot is to be sold by auction, that the auction must take place wholly within the Community Lot so as to not cause a disturbance to other persons on the Community Parcel;

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- 11.2 not cause, suffer or permit any signs advertising the sale of the Community Lot to be placed on or in the Community Parcel except on the Community Lot and the sign does not exceed 600mm by 1,000mm in dimension; and
- 11.3 must not interfere with or compromise the security of the Community Parcel when conducting an open inspection of the Community Lot.

#### **PART 6 - INSURANCE**

##### **12. COMMUNITY LOT HOLDER INSURANCE**

- 12.1 Each Community Lot Holder and where required, Occupier, shall be responsible to take out:
  - (a) insurances in relation to buildings, fixtures and improvements on their respective Community Lots for the full insurable value (unless By-law 12.4 is adopted); and
  - (b) its own contents, third party property and bodily injury insurance with respect to the Community Lot.
- 12.2 A Community Lot Holder must maintain public risk insurance for amounts of at least ten million dollars (\$10,000,000.00) in respect of any one event or such higher cover as the Community Corporation or the Act may from time to time require.
- 12.3 On the Community Corporation's request, the Community Lot Holder must provide the Community Corporation with evidence of these insurances being taken out.
- 12.4 Notwithstanding the provision of By-law 12.1(a), each Community Lot Holder at a general meeting of the Community Corporation may vote to authorise the Community Corporation to act as agent to:
  - (a) effect and maintain insurance for all buildings, fixtures and improvements on their respective Community Lots for the full insurable value;
  - (b) note on the policy of insurance, the interest of each Community Lot Holder and any other party (as required); and
  - (c) arrange for the cost of the insurance in the terms of this By-law to be recovered from the Community Lot Holder in accordance with the lot entitlements.

##### **13. COMMUNITY CORPORATION INSURANCE**

- 13.1 The Community Corporation will effect and maintain insurances as required under the Act.
- 13.2 The Community Corporation will ensure that sufficient funds are obtained from the Community Lot Holders to enable payment of the premium of the policy of insurance.
- 13.3 The Community Lot Holders and Occupiers must not, except with the approval of the Community Corporation, do anything that might void or prejudice the insurance affected by the Community Corporation or increase any insurance premium payable by the Community Corporation.

#### **PART 7 - GENERAL**

##### **14. OBLIGATION NOT TO PERMIT CERTAIN BEHAVIOUR OR ACTIVITY**

- 14.1 A Community Lot Holder or Occupier shall take all reasonable steps to ensure that their Invitees are aware and comply with the provisions of these By-laws and that, in the event of a Community Lot Holder or Occupier's inability to ensure compliance by any Invitee, to ensure that such Invitee leaves the Community Parcel.

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14.2 Where a Community Lot is the subject of a lease or licence agreement, the Community Lot Holder shall take all reasonable steps to ensure that the Occupier or its Invitees comply with the provisions of these By-laws, including by:

- (a) ensuring that it is an essential term of any such lease or licence agreement that the Occupier complies with the provisions of these By-laws; and
- (b) providing to the Occupier a copy of these By-laws.

14.3 A Community Lot Holder is liable to compensate the Community Corporation in respect of all damage to the Common Property or personal property vested in the Community Corporation caused by the Community Lot Holder or any Occupier or Invitee.

#### 15. EASEMENTS AND ENCUMBRANCES

Where any part of the Community Parcel is subject to an easement or encumbrance, the Community Lot Holder, Occupier and Invitee must comply at all times with the requirements or restrictions caused by that easement or encumbrance, including, to not:

- 15.1 interfere with the grantees rights granted under the easement; or
- 15.2 carry out any works on the Community Parcel without the consent of the encumbrance, if required.

#### 16. RULES

16.1 The Community Corporation may, from time to time, make and amend rules relating to the use of Common Property (Rules).

16.2 The Rules must not be inconsistent with these By-laws.

#### 17. OFFENCE

17.1 Any person who contravenes or fails to comply with the provision contained in these By-laws is guilty of an offence.

17.2 The maximum penalty for the breach of any of these By-laws is \$500.00 or such other amount as may be provided for by the Act.

#### 18. WAIVER

No waiver by the Community Corporation of one breach of any obligation or provision of these By-laws, whether expressed or implied, operates as a waiver of another breach of the same or any other obligation or provision of these By-laws.

#### 19. CONTACT DETAILS

19.1 A Community Lot Holder must notify the Community Corporation:

- (a) of its and any Occupiers telephone number, facsimile number and email address; and
- (b) immediately of any change in the address, telephone number, facsimile number and email address of the Community Lot Holder or Occupier.

19.2 A Community Lot Holder must notify the Community Corporation immediately of any change in the ownership or occupancy of the Community Lot.

#### 20. COMMUNITY CORPORATION COSTS AND EXPENSES AND CONTRIBUTIONS

20.1 A Community Lot Holder (which expression shall extend to a mortgagee in possession) must pay on demand any amounts owing to the Community Corporation and such amounts will be recoverable as a debt.

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20.2 The Community Corporation may also recover from Community Lot Holders the Community Corporation's costs and expenses (on a full indemnity basis) incurred in recovering debts due by the Community Lot Holder.

20.3 The Community Corporation may charge interest at the rate being 2% above the rate charged from time to time by the Community Corporation's bankers on overdrafts of less than \$100,000 on any amounts due by a Community Lot Holder but unpaid for 30 days after becoming due. Such interest to be computed from the due date until payment is made in full.

## 21. INDEMNITY AND RELEASE

A person bound by these By-laws agrees to:

21.1 indemnify and hold harmless the Community Corporation from and against all and any action, claims, demands, losses, damages, costs, and expenses which the Community Corporation shall or may become liable in respect of or arising out of any loss or injury suffered by any person in or about the Community Parcel except and to the extent that such loss or injury was caused or contributed to by the negligence of the Community Corporation; and

21.2 release to the full extent permitted by law the Community Corporation from any and all claims, demands and damages of every kind resulting from any accident, damage or injury occurring in or about the Community Parcel except and to the extent that any such claims, demands and damages arise from or as a consequence of the negligence of the Community Corporation.

## 22. NOTICE

Any notice required to be served under these By-laws will be sufficiently served on the Community Lot Holder if:

22.1 it is given to the Community Lot Holder;

22.2 it is left for that Community Lot Holder with someone apparently over the age of 15 years at his or her place of residence or at any place at which he or she carries on business;

22.3 it is posted to the Community Lot Holder at their last known address;

22.4 if the Community Lot Holder consents to receiving the notice by email, by sending the notice by email to the email address provided by the Community Lot Holder for that purpose; or

22.5 where the notice is affixed in a prominent position on the Community Lot prescribed by the Act.

FORM LF1 (Version 2)  
GUIDANCE NOTES AVAILABLE

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE  
COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

Orig. **LF 14010840**



14:07 06-Apr-2023  
3 of 4

SERIES NO	PREFIX
3	LF

AGENT CODE

LODGED BY:

ELPL

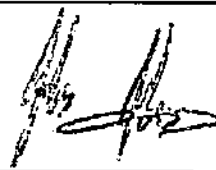

CORRECTION TO:

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT  
(COPIES ONLY)

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

PICK-UP NO.	
CP	

CORRECTION	PASSED J.I.
------------	----------------

FILED	 13/04/2023  PRO REGISTRAR-GENERAL
-------	--

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

TERMS OF INSTRUMENT NOT CHECKED  
BY LAND SERVICES SA

Page 1 of 7

SCHEME DESCRIPTION  
Development No 252/C522/22

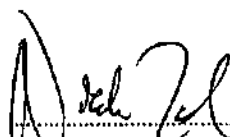
COMMUNITY  
SCHEME DESCRIPTION

COMMUNITY PLAN No. 42963

Lots 5005 and 5006 Gallop Lane St Clair SA 5011 .

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

Signed



Nicole Zeoli, Registered Conveyancer, of Ground Floor, 180 Flinders Street Adelaide SA 5000

Dated:

6/4/2023



**TERMS OF INSTRUMENT NOT CHECKED  
BY LAND SERVICES SA**

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10. OTHER IMPORTANT FEATURES OF THE SCHEME..... 5

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TERMS OF INSTRUMENT NOT CHECKED  
BY LAND SERVICES SA

## 1. DEFINITIONS AND INTERPRETATIONS

1.1 The definitions and interpretations set out in this clause 1 and in Section 3 of the Act apply to this Scheme Description and, unless the context otherwise requires, the expressions:

- (a) **"Act"** means the Community Titles Act 1996, as amended;
- (b) **"By-laws"** means the By-laws filed with this Scheme Description;
- (c) **"Common Property"** means the Common Property created by division under the Act and designated as such in the Community Plan;
- (d) **"Community Corporation"** means Community Corporation No. 42963 Incorporated constituted in accordance with the Act;
- (e) **"Community Lot"** means a primary lot created by division under the Act and designated as such in the Community Plan;
- (f) **"Community Lot Holder"** means the owner of a Community Lot;
- (g) **"Community Parcel"** means the land divided by the Community Plan 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;
- (h) **"Community Plan"** means the primary plan that divides the Community Parcel into Community Lots and Common Property;
- (i) **"Developer"** means LMI Properties Pty Ltd ACN 636 946 579 together with its heirs, successors, executors and assigns;
- (j) **"Development Authorisation"** means any assessment, decision, permission, consent, approval, authorisation or certificate required by or under the Planning, Development and Infrastructure Act 2016 by the Development Authority as amended or modified from time to time, including Development Authorisation number 252/CS22/22 annexed to this Scheme Description as "Annexure A";
- (k) **"Development Authority"** means the relevant development authority, which, in relation to this division is City of Charles Sturt;
- (l) **"Invitees"** means visitors, tradesperson, builders, contractors, agents, clients or associates of the Community Lot Holder or Occupier; and
- (m) **"Occupier"** means the person in occupation of the Community Lot and includes, if the Community Lot is unoccupied, a Community Lot Holder.

1.2 Unless the contrary intention appears, a reference to:

- (a) capitalised words that are not defined in clause 1.1 have the meaning given to them in the Act;
- (b) an instrument includes any variation or replacement of it;
- (c) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) the singular includes the plural and vice versa;
- (e) the word "person" includes a firm, a body corporate, an association or an authority;
- (f) words of any gender include every gender;
- (g) a person includes a reference to the person's executors, administrators, successors, substitutes and assigns; and

**TERMS OF INSTRUMENT NOT CHECKED  
BY LAND SERVICES SA**

Page 4 of 7

**SCHEME DESCRIPTION**  
Development No 252/C522/22

(h) a day is a reference to the period of time commencing at midnight and ending 24 hours later.

1.3 Headings are inserted for convenience and do not affect the interpretation of this Scheme Description.

1.4 If any part of this Scheme Description is invalid, unenforceable or illegal, it will be severed and the remainder of this Scheme Description will have full force and effect.

## **2. IDENTIFICATION OF THE LAND**

The Community Parcel the subject of the community scheme is identified as the whole of the land comprised in Certificate of Title Volume 6215 Folio 247 & 248 and located at Lots 5005 and 5006 Gallop Lane, St Clair SA 5011.

## **3. IDENTIFICATION OF THE COMMUNITY PARCEL, COMMUNITY LOTS AND COMMON PROPERTY**

The Community Parcel is to be divided by the Community Plan into fifteen Community Lots and Common Property.

## **4. PURPOSES FOR WHICH THE COMMUNITY LOTS AND COMMON PROPERTY MAY BE USED**

4.1 The Community Lots will primarily be used for:

- (a) residential purposes; and
- (b) the accommodation of any service infrastructure required to service the Community Lots, and for any other purpose as approved from time to time by the Community Corporation and the Development Authority.

4.2 The Community Lots will be serviced by a driveway and service infrastructure within the Common Property.

4.3 The Common Property will be used by the Community Lot Holders, Occupiers, Invitees, and other persons authorised by them from time to time:

- (a) for access to the Community Lots; and
- (b) for the accommodation of service infrastructure, in accordance with the By-laws of the community scheme.

## **5. DEVELOPMENT OBLIGATIONS TO DEVELOP THE COMMUNITY LOTS**

5.1 The Developer is under no obligation to develop the Community Lots.

## **6. DEVELOPMENT OBLIGATIONS TO DEVELOP THE COMMON PROPERTY**

6.1 The Developer will develop the driveway and service infrastructure on the Common Property.

6.2 Any development undertaken by the Developer to the Common Property will be in accordance with the Development Authorisation, subject to such amendments as agreed by the Development Authority and constructed prior to the expiry of the Development Authorisation or any granted extensions thereof.

6.3 The standard of the development works performed by the Developer and the materials used on the Common Property will be of a fair industry standard or such higher standard as the Developer in its absolute discretion may determine.

6.4 The Developer will complete construction of the driveway on the Common Property within twelve months of plan deposit and within the time periods specified in the Development Authorisation or granted extensions thereof.

TERMS OF INSTRUMENT NOT CHECKED  
BY LAND SERVICES SA

Page 5 of 7

SCHEME DESCRIPTION  
Development No 252/C522/22

**7. STANDARD OF BUILDINGS AND OTHER IMPROVEMENTS**

Without limiting clause 6, all building and improvements, including any alterations or additions to, or replacements of, existing buildings or improvements, whether on the Community Lots or the Common Property, must be designed, constructed, completed and maintained at all times in accordance with the minimum standards set by the Building Code of Australia and in a manner and standard consistent with the Development Authorisation and other buildings and improvements located on the Community Parcel.

**8. STAGING OF DEVELOPMENT**

There will be:

- 8.1 no division of a Community Lot by a secondary community plan; and
- 8.2 no development lot.

**9. DEVELOPMENT CONDITIONS PURSUANT TO THE LAW**

- 9.1 The division of, and any development on, the Community Parcel and all other things necessary to fulfil the conditions in this Scheme Description are subject to the conditions of the Act, the Planning, Development and Infrastructure Act 2016, the Development Authorisation and the Development Authority.
- 9.2 The conditions that will continue after completion of the division will be the responsibility of the Community Corporation and the owners of the Community Lots.

**10. OTHER IMPORTANT FEATURES OF THE SCHEME**

This community scheme is being established by the developer for residential purposes. This does not exclude other uses for the community scheme as may be approved by the community corporation and the development authority from time to time.

**11. OTHER INFORMATION REQUIRED BY THE REGULATIONS**

No other information is required by the Community Titles Regulations 2011



**TERMS OF INSTRUMENT NOT CHECKED  
BY LAND SERVICES SA**

Page 7 of 7

**SCHEME DESCRIPTION**  
Development No 252/C522/22

**ANNEXURE A - Development Authorisation 252/C522/22**



## DECISION NOTIFICATION FORM

*Section 126(1) of the Planning, Development and Infrastructure Act 2016*

**TO THE APPLICANT(S):**

Name: SA Property Projects Pty Ltd
Postal address: c/- Alexander Symonds PO Box 1000 Kent Town SA 5071
Email: dmaasdorp@alexander.com.au

**IN REGARD TO:**

Development application no.: 22018513	Lodged on: 6 Jun 2022
Nature of proposed development: Community Title Land Division creating 15 allotments from 2 Torrens Title lots and construction of 10 two storey detached dwellings and 5 two storey group dwellings. Stage 1 land division, stage 2 Construction of dwellings, common areas and landscaping.	

**LOCATION OF PROPOSED DEVELOPMENT:**

<b>Location reference:</b> LOT 5005 GALLOP LANE ST CLAIR SA 5011		
<b>Title ref.:</b> CT 6215/247	<b>Plan Parcel:</b> D119614 AL5005	<b>Council:</b> CITY OF CHARLES STURT

<b>Location reference:</b> LOT 5006 GALLOP LANE ST CLAIR SA 5011		
<b>Title ref.:</b> CT 6215/248	<b>Plan Parcel:</b> D119614 AL5006	<b>Council:</b> CITY OF CHARLES STURT

**DECISION:**

Decision type	Decision (granted/refused)	Decision date	No. of conditions	No. of reserved matters	Entity responsible for decision (relevant authority)
Building Consent Stage 1	Not Required	1 Mar 2023	0	0	City of Charles Sturt
Staged Development Approval - Building Consent Stage 1	Not required	1 Mar 2023			City of Charles Sturt
Planning Consent	Granted	14 Feb 2023	10	1	Assessment Manager at City of Charles Sturt
Land Division Consent	Granted	14 Feb 2023	9	0	Assessment Manager at City of Charles Sturt
Staged Development Approval - Planning Consent; Land Division Consent	Granted	2 Mar 2023	19	1	City of Charles Sturt
Building Consent Stage 2	Still Required				City of Charles Sturt
Development Approval - Building Consent Stage 2	Still Required				City of Charles Sturt

This form constitutes the form of a decision notification under section 126(1) of the Planning, Development and Infrastructure Act 2016, as determined by the Minister for Planning for the Purposes of regulation 57(1) of the Planning, Development and Infrastructure (General) Regulations 2017. Published: 7 July 2022.



**FROM THE RELEVANT AUTHORITY:** City of Charles Sturt

Date: 2 Mar 2023

**RESERVED MATTERS**

**Planning Consent**

Pursuant to section 102 (3) of the Planning, Development and Infrastructure Act of 2016, the following matter(s) shall be reserved for further assessment prior to the granting of Development Approval:

Pursuant to Section 102 (3) of the *Planning, Development and Infrastructure Act 2016*, the following matters shall be reserved for further assessment, to the satisfaction of the relevant authority, prior to the granting of Development Approval stage 2:

•A detail of the permeable paving be provided to the relevant authority for endorsement. The detail will include the paver specifications and a cross section detail of permeable paving showing paver type, ballast size and depths.

Note - Further conditions may be imposed on the Planning Consent in respect of the above matters.

**CONDITIONS**

**Building Consent Stage 1**

None

**Planning Consent**

**Condition 1**

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

**Condition 2**

Tree(s) must be planted and/or retained in accordance with DTS/DPF 1.1 of the Urban Tree Canopy Overlay in the Planning and Design Code (as at the date of lodgement of the application). New trees must be planted within 12 months of occupation of the dwelling(s) and maintained and must be replaced if they become diseased or die.

**Condition 3**

The carparking area associated with this proposal shall be developed in accordance with the following requirements;

(i) All car parking spaces, driveways and associated manoeuvring areas shall be sealed in bitumen, concrete or brick pavers prior to occupation of the proposed development.

(ii) The proposed car parking layout and access areas are to conform with the Australian Standards 2890.1 for Off-Street Parking Facilities.

(iii) That all parking areas be marked, to delineate the parking spaces, prior to the occupation of the proposed development in accordance with the relevant Australian Standard AS 1742.

(iv) A sign with the message 'visitor car parking', having an advertising area not exceeding 0.2 square metres, shall be erected at the car park entry and shall be maintained in good condition at all times.



**Condition 4**

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

**Condition 5**

**Restricted access**

That no vehicular larger than a B99 passenger vehicle permitted to access the site.

**Condition 6**

All vehicles are required to enter/exit the common access area in a forward movement.

**Condition 7**

All stormwater from buildings and paved areas shall be disposed of in such a manner that it does not result in the entry of water into a building or affect the stability of a building.

**Condition 8**

All stormwater runoff shall be directed away from neighbouring properties.

**Condition 9**

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

**Condition 10**

That the level of the driveway at the property boundary with a public road must match the existing footpath level or allow for the construction of a footpath, which is compliant with the Disability Discrimination Act.

**Land Division Consent**

**Conditions Imposed by South Australian Water Corporation under Section 122 of the Act**

**Condition 1**

SA Water's water and sewer network is available for connection in this area. An investigation will need to be undertaken to determine infrastructure needs, appropriate fees and charges.

The financial requirements of SA Water shall be met for the provision of water and sewer supply services.

**Condition 2**

SA Water's recycled water network is available for connection in this area. An investigation will need to be undertaken to determine infrastructure needs, appropriate fees and charges.

The financial requirements of SA Water shall be met for the provision of recycled water supply services.

**Condition 3**

if a connection/s off an existing main is required, an investigation will need to be carried out to determine if the connection/s to your development will be standard or non-standard costs.

**Condition 4**

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

<https://www.sawater.com.au/building,-developing-and-plumbing/new-connections-and-alterations/connection-fees>

**Condition 5**

SA Water's water and sewer network is available for connection in this area. An investigation will need to be undertaken to determine infrastructure needs, appropriate fees and charges.

The financial requirements of SA Water shall be met for the provision of water and sewer supply services.

**Condition 6**

if a connection/s off an existing main is required, an investigation will need to be carried out to determine if the connection/s to your development will be standard or non-standard costs.

**Condition 7**

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

<https://www.sawater.com.au/building,-developing-and-plumbing/new-connections-and-alterations/connection-fees>

**Conditions Imposed by SPC Planning Services under Section 122 of the Act**

**Condition 8**

A final plan complying with the requirements for plans set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the State Planning Commission for Land Division Certificate purposes.

**Condition 9**

A final plan complying with the requirements for plans set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the State Planning Commission for Land Division Certificate purposes.

**ADVISORY NOTES**

**Building Consent Stage 1**

None

**Planning Consent**

**Advisory Note 1**

The applicant has a right of appeal against the conditions which have been imposed on this Planning Consent. Such an appeal must be lodged at the Environment, Resources and Development Court within two months from the day of receiving this notice or such longer time as the Court may allow. The applicant is asked to contact the Court if wishing to appeal. The Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide, (telephone number 8204 0289).

**Advisory Note 2**

**Impacts on your Rates**

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

**Advisory Note 3**

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

**Advisory Note 4**

You are advised that construction or alteration of any footpath, kerb, gutter or crossover on Council land will require a permit, under the Local Government Act 1999 from Council's Engineering Strategy and Asset Department. It is illegal to undertake work on Council land without permission

If the existing entranceway (driveway cross-over) is to be removed it must be re-instated with kerb and gutter, including appropriate restoration of the footpath and verge, to Council's standard specification. Please contact Council's Engineering Strategy and Asset Department to confirm the required standards.

Driveway cross-overs which affect a pedestrian footpath should maintain the level of the footpath or be consistent with the proposed footpath levels in instances where the footpath has not been constructed. When final Development Approval is applied for this should be shown on the plans. Please note that construction is to be in accordance with the Disability Discrimination Act and relevant Australian Standards.

**Advisory Note 5**

You are advised that under the Fences Act you are legally required to give notice for the removal of a fence on the common boundary. Please refer to the Fences Act for the correct procedural requirements.

**Land Division Consent**

**Advisory Note 1**

**Impacts on your Rates**

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

**Advisory Note 2**

Please note that street numbers will not be issued until receipt of the Deposited Plan for the division from Land Services SA. The existing property number may change in the future to accommodate new properties and meet legal obligations in relation to numbering.

**Advisory Notes imposed by SPC Planning Services under Section 122 of the Act**

**Advisory Note 3**

This referral is a duplication created by a system error. Please refer to the State Planning Commission requirements as previously advised in our report dated 17th June 2022 .

<b>CONTACT DETAILS OF CONSENT AUTHORITIES</b>	
Name: City of Charles Sturt	Type of consent: Planning and Land Division; Building
Telephone: 0884081111	Email: dadm@charlessturt.sa.gov.au
Postal address: PO Box 1, Woodville SA 5011	



## CERTIFICATE OF CURRENCY


### THE POLICY AND INSURED

POLICY NUMBER	SOAI23000047
PDS AND POLICY WORDING	Community Association PDS and Policy Wording SCI034-Policy-CA-02/2021
THE INSURED	Community Corporation No. 42963 Inc.
SITUATION	Lots 1-15 Gallop Lane St Clair SA 5011
PERIOD OF INSURANCE	Commencement Date: 4.00pm on 17/04/24 Expiry Date: 4.00pm on 17/04/25
INTERMEDIARY	Horner Management Pty Ltd
ADDRESS	232 South Road Mile End SA 5031
DATE OF ISSUE	23 September 2024

### POLICY LIMITS / SUMS INSURED

SECTION 1 - COMMUNITY PROPERTY AND INCOME	PART A Community Property	1. Buildings	\$50,000
		3. Terrorism Cover under Section 1 Part A2	Included
	OPTIONAL COVERS	1) Flood	Included
	PART C	Fidelity Guarantee	\$100,000
SECTION 2 - CASUALTY COVERS	PART A	Legal Liability	\$20,000,000
	PART B	Voluntary Workers	Included
	PART D	Government Audit Costs	\$25,000
	PART E	Appeal Expenses – Health and Safety Breaches	\$100,000
	PART F	Legal Defence Expenses	\$50,000

This Certificate of Currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a Policy existed for the Period of Insurance and sums insured shown herein. Certain words used in this document are defined in the PDS and Policy wording. This Certificate of Currency is provided as a summary only of the cover provided and is current only at the Date of Issue. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. This Certificate of Currency is issued as a matter of information only and does not confer any rights on the holder or any noted interested parties. This Certificate of Currency does not amend, extend, replace, negate or override the benefits, terms, conditions, limitations and exclusions as described in the Schedule documents together with the Product Disclosure Statement and Policy wording.

<b>PURPOSE:</b> PRIMARY COMMUNITY  <b>MAP REF:</b> 6628/40/G  <b>LAST PLAN:</b> D119614	<b>AREA NAME:</b> ST CLAIR  <b>COUNCIL:</b> CITY OF CHARLES STURT  <b>DEVELOPMENT NO:</b> 252/C522/22/001/3249	<b>APPROVED:</b> 09/03/2023  <b>DEPOSITED:</b> 13/04/2023	  <h1 style="margin: 0;">C42963</h1>  SHEET 1 OF 2  <small>115116_text_01_v03_Version_3</small>
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<b>AGENT DETAILS:</b> ALEXANDER & SYMONDS PTY LTD 1ST FLOOR 11 KING WILLIAM ST KENT TOWN SA 5067 PH: 81301666 FAX: 83620099  <b>AGENT CODE:</b> ALSY <b>REFERENCE:</b> 22A0829LTO(B)	<b>SURVEYORS CERTIFICATION:</b> I Mark Antony Peter Williams , a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996 3rd day of March 2023 Mark Antony Peter Williams Licensed Surveyor
---	---

**SUBJECT TITLE DETAILS:**

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	6215	247		ALLOTMENT(S)	5005	D	119614 YATALA		
CT	6215	248		ALLOTMENT(S)	5006	D	119614 YATALA		

**OTHER TITLES AFFECTED:**

**EASEMENT DETAILS:**

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION

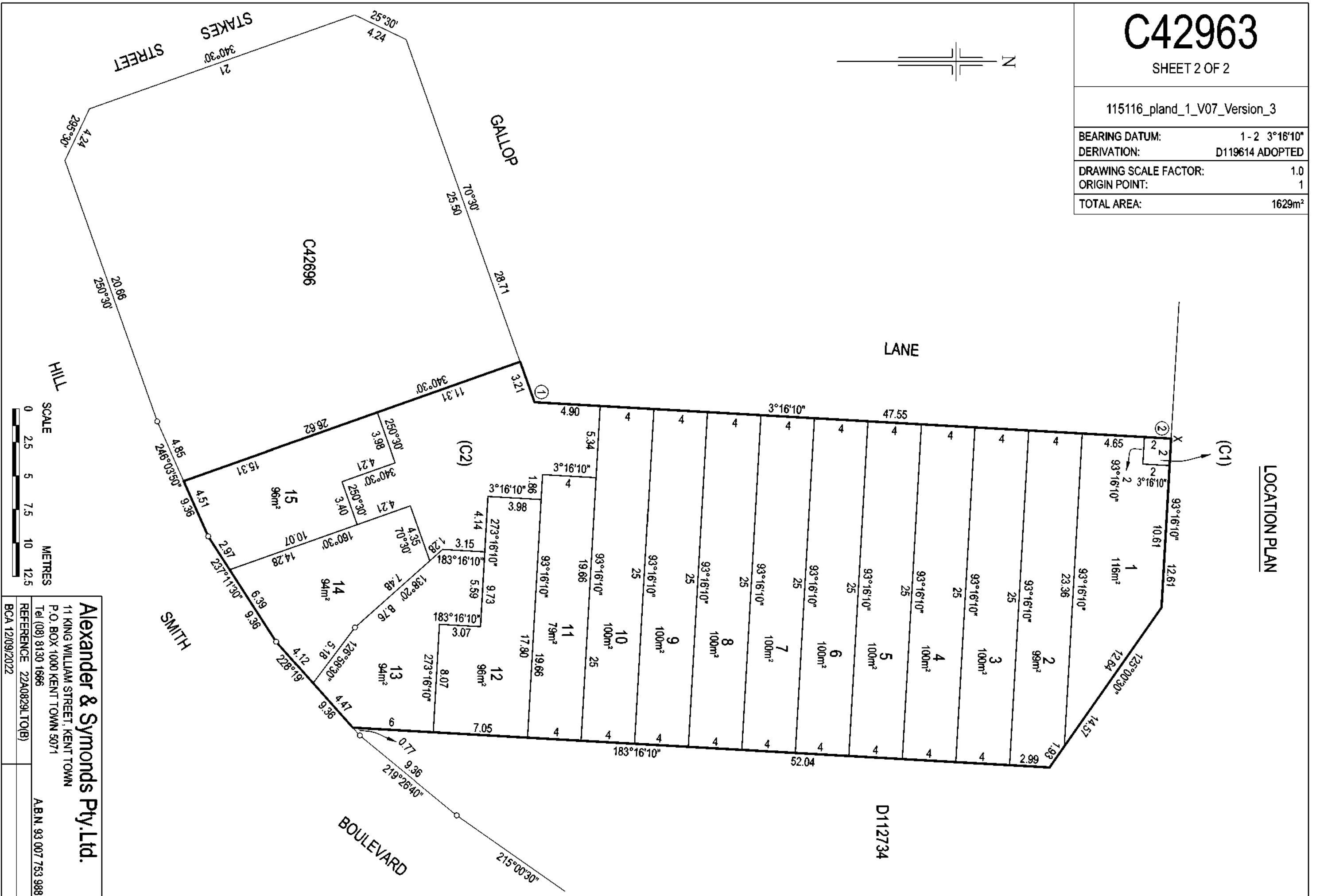
**ANNOTATIONS:** THE COMMON PROPERTY IS DESIGNATED (C1),(C2) FOR LAND INFORMATION PURPOSES ONLY AND DOES NOT PROVIDE A LEGAL IDENTIFIER FOR THE COMMON PROPERTY  
 THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 12/09/2022

# C42963

SHEET 2 OF 2

115116\_pland\_1\_V07\_Version\_3

BEARING DATUM:	1-2 3°16'10"
DERIVATION:	D119614 ADOPTED
DRAWING SCALE FACTOR:	1.0
ORIGIN POINT:	1
TOTAL AREA:	1629m <sup>2</sup>



LOCATION PLAN

LANE

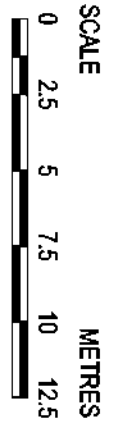
STAKES STREET

GALLOP

SMITH HILL

BOULEVARD

D112734



**Alexander & Symonds Pty.Ltd.**  
 11 KING WILLIAM STREET, KENT TOWN  
 P.O. BOX 1000 KENT TOWN 5071  
 Tel (08) 9130 1666  
 REFERENCE 22A0829L TO(B)  
 BCA 12/09/2022

A.B.N. 93 007 753 988

# LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

# C 42963

SHEET 1 OF 1

ACCEPTED

13/04/2023

*Pro*  
REGISTRAR-GENERAL

DEV. No: 252/C522/22/001

## SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENT	SUBDIVIDED
1	715	
2	690	
3	690	
4	690	
5	690	
6	690	
7	690	
8	690	
9	690	
10	690	
11	570	
12	655	
13	585	
14	610	
15	655	
AGGREGATE	10000	

**APPLICATION**

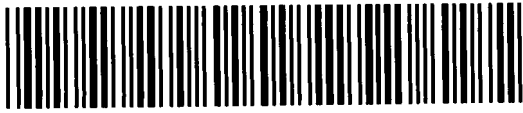
### CERTIFICATE OF LAND VALUER

I Brett Kearns being a land valuer within the meaning of the Land Valuers Act 1994 certify that this schedule is correct for the purposes of the Community Titles Act 1996.

Dated the 8<sup>th</sup> day of March 2023

.....  
Signature of Land Valuer

Orig. **AG 11844783**



**11:50 6-Nov-2012**

1 of 1

Fees: \$144.00

**LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA**

FORM APPROVED BY THE REGISTRAR-GENERAL

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

Prefix
<b>AG</b>
Series No.

**BELOW THIS LINE FOR AGENT USE ONLY**

CERTIFIED CORRECT FOR THE PURPOSES  
OF THE REAL PROPERTY ACT 1886

~~\_\_\_\_\_  
Solicitor/Registered Conveyancer/Applicant~~

AGENT CODE

Lodged by: **NORMAN WATERHOUSE**      **NWAM**

Correction to: **NORMAN WATERHOUSE**      **NWAM**  
**268773\NRW02083910**

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

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

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

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

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

ITEM(S)	AGENT CODE

CORRECTION	<b>PASSED</b> 
REGISTERED	
<b>2 2 NOV 2012</b>	
REGISTRAR-GENERAL	

Pro



Form B2

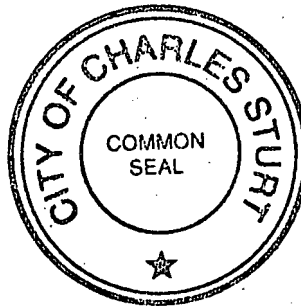
Insert type of document here APPLICATION TO NOTE LAND MANAGEMENT AGREEMENT (Pursuant to s 57(5) of the Development Act 1993)

To the Registrar-General:

1. **City of Charles Sturt ("the Council")** of 72 Woodville Road Woodville SA 5011 has entered into the attached Land Management Agreement dated *1 November 2012* ("the Deed") with **SOUTH AUSTRALIAN JOCKEY CLUB INCORPORATED** of Allan Scott Park Morphettville, Morphett Road, Morphettville SA 5043 ("Owner") pursuant to s 57(2) of the *Development Act 1993 (SA) (Act)*.
2. The Deed relates to the whole of the land comprised in Certificates of Title:
  - Volume 6083 Folio 399, Volume 6096 Folio 819, Volume 6099 Folios 340 to ~~359~~ <sup>341-350</sup> inclusive, Volume 6099 Folios 355, 356 and 358, Volume 6099 Folio 382, Volume 6099 Folios 364 to 370 inclusive, Volume 6099 Folios 372, 376, 377, 378, 379 and 380.
  - Volume 6100 Folios ~~879~~, 880, 881, 884, 885, 886, 888 and 889.
  - ~~Volume 6080 Folio 542~~, Volume 6083 Folios 395, 396, 385, 387, 388, 389, ~~390~~, 391 and 392 and Volume 6092 Folios ~~746, 747~~, 720, 721, 723, 724, 725, 731, 732, 734, 735 and 744 (Land).
3. The Council applies pursuant to s 57(5) of the Act to note the Deed against the Land.

Date: *1 November 2012*

THE COMMON SEAL of City of Charles Sturt was affixed in the presence of:



*[Handwritten Signature]*

Signature of Mayor

*Kirsten Alexander*

Name of Mayor (print)

*[Handwritten Signature]*

Signature of Chief Executive Officer/City Manager (Please delete as applicable)

*M. WITHERS*

Name of Chief Executive Officer/City Manager (print)

268773\NRW02083910

## **LAND MANAGEMENT AGREEMENT BY DEED**

CITY OF CHARLES STURT

SOUTH AUSTRALIAN JOCKEY CLUB INCORPORATED

**Norman  
Waterhouse**

Level 15, 45 Pirie Street  
Adelaide SA 5000  
Telephone + 61 8 8210 1200  
Fax + 61 8 8210 1234  
[www.normans.com.au](http://www.normans.com.au)

RevenueSA - Stamp Duty - ABN 19 040 349 865 ©  
 RevNetID/PRA Bundle No.: 127461086  
 Orig/Copy 2 of/with 3 copies  
 Consideration/Value/Security: \$ Norman 0.00  
 SA Proportion (if applicable): \$ Waterhouse 0.00  
 SD: \$ 0.00 LTO Fees: \$ 0.00  
 Int: \$ 0.00 Pen/Add Tax: \$ 2012.00  
 Signature: SEA Date: 2/11/12

**THIS DEED** is made the 1st day of November

**BETWEEN:** **CITY OF CHARLES STURT** of 72 Woodville Road, Woodville SA 5011 (Council) of the one part

**AND:** **SOUTH AUSTRALIAN JOCKEY CLUB INCORPORATED** of Allan Scott Park Morphettville, Morphett Road, Morphettville 5043 SA (Owner) of the other part

**BACKGROUNDS:**

A. The Owner is the proprietor of an estate in fee simple in the land comprised in Certificates of Title:

Volume 6083 Folio 399, Volume 6096 Folio 819, Volume 6099 Folios 340 to ~~353~~ 351 inclusive, Volume 6099 Folios 355, 356 and 358, Volume 6099 Folio 382, Volume 6099 Folios 364 to 370 inclusive, Volume 6099 Folios 372, 376, 377, 378, 379 and 380, Volume 6099 Folio 353.

Volume 6100 Folios ~~879~~, 880, 881, 884, 885, 886, 888 and 889.

~~Volume 6080 Folio 542~~, Volume 6083 Folios 395, 396, 385, 387, 388, 389, ~~390~~, 391 and 392 and Volume 6092 Folios ~~746, 747~~, 720, 721, 723, 724, 725, 731, 732, 734, 735 and 744 (Land).

B. The Owner, has entered into arrangements with the Developer for the staged development of the Land by dividing it under the *Real Property Act 1886* and the *Community Titles Act 1996* for residential and other purposes and roads and open space under development authorisations that have been granted under the *Development Act 1993* before the date of this Deed or are to be granted in the future (Proposed Development).

C. The Land comprises most of the Cheltenham Park Policy Area 22 of the Council's Development Plan current at the date of this Deed.

D. The Proposed Development will provide (amongst other things):

- D.1 allotments for wide range of dwellings at a range of densities;
- D.2 open space and associated facilities comprising at least 35 per cent of the entire policy area (excluding the rail corridor); and
- D.3 areas for the management of stormwater in the form of wetlands to be constructed on the open space and the re-use of stormwater collected and treated in the wetlands and subsequently stored in and recovered from an aquifer storage and recovery system (ASR System)

in accordance with the provisions of the Council's Development Plan that relate to development in the Cheltenham Park Policy Area 22.

E. The Council wishes the stormwater to be collected in the wetlands to be constructed on the open space areas of the Land and stored in and recovered from the ASR System to be put to a beneficial re-use by supplying that water as non-potable

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Recycled Water to the allotments and buildings developed or to be developed on the Land as a result of or following the Proposed Development.

- F. The infrastructure to be provided as part of the Proposed Development will include a pipe network (separate from the pipes for the supply of potable mains water (See Annexure C for details)) for the provision of recycled water from the ASR System to the allotments created by the Proposed Development. That pipe network will be progressively vested in the Council as the successive stages of the Proposed Development are completed.
- G. To ensure the beneficial and economic use of the ASR System and the Council's Infrastructure, the Council and the Owner wish to ensure that the future development of the Land includes the installation of separate reticulation systems for the supply of Mains Water and recycled water on the allotments created by the Proposed Development or any additional allotments created as a result of the further development of any of those allotments, (including community lots and where appropriate, common property in a community parcel).
- H. The Owner has accordingly agreed with the Council to enter into this Deed under Section 57(2) of the Act relating to the development and management of the Land subject to the terms and conditions set out in this Deed.
- I. In deciding to enter into this Deed the Council has had regard to:
- I.1 the development authorisations referred to in paragraph B of this Background;
  - I.2 the provisions of the Council's Development Plan, including the provisions referred to in paragraphs C and D of this Background;
- and is satisfied that this Deed;
- I.3 is consistent with and will assist in the implementation of the objectives of those provisions of the Council's Development Plan; and
  - I.4 is not contrary to the principle that a Land Management Agreement should not be used as a substitute to proceeding with an amendment to that Development Plan.

## 1. INTERPRETATION

- 1.1 The Parties acknowledge that the matters recited above are true and accurate and agree that they form part of the terms of this Deed.
- 1.2 In the interpretation of this Deed unless the context otherwise requires or admits:
  - 1.2.1 **Allotment** means an allotment as defined in section 223LA of the *Real Property Act 1886* and includes a community lot in a community division under the *Community Titles Act 1996* and, where any common property in a community division is connected to the Dual Reticulation Network, the community corporation in which the common property is vested under the *Community Titles Act*.

- 1.2.2 **Allotment Infrastructure** means any infrastructure internal to an Allotment on the Land up to the Boundary Access Point which is connected to or impacts in any way on the Council's Infrastructure.
- 1.2.3 **A/NZS 3500.1** means the Australian/New Zealand Standard Plumbing and Drainage, Part 1, Water Services published in December 2003 and refer to any subsequent Australian or Australian/New Zealand Standard varying or published in substitution for that Standard and applies to non-drinking water services.
- 1.2.4 **Audit Certificate** means a duly signed certificate from the South Australian Water Corporation or a Qualified Certifier approved by the time being by the Council certifying that the Allotment Infrastructure is technically sound and in fit and proper working order and suitable to receive Recycled Water under the Water Supply Agreement.
- 1.2.5 **Boundary Access Point** means in respect to each allotment or community parcel forming part of the Land (whether currently in existence or created in the future) the point on the boundary of such allotment or community parcel at which the Council's Infrastructure is intended to deliver Recycled Water to that allotment or community parcel.
- 1.2.6 **Certificate of Completion** means a certificate in a form set out and required by South Australian Water Corporation and issued by a Qualified Certifier.
- 1.2.7 **Community Parcel** has the meaning attributed to that term by the *Community Titles Act 1996*.
- 1.2.8 **Council's Infrastructure** means the portion of the distribution network to be constructed by the Developer pursuant to the Delivery Deed vested or to be vested in the Council or placed or to be placed under the care, control and management of the Council by which the Council or a third Party will distribute Recycled Water to Allotments or Community Parcels forming part of the Land (whether currently in existence or created in the future) but does not include any Allotment Infrastructure
- 1.2.9 **Design and Construction Standards** mean:
- 1.2.9.1 all applicable legislative requirements;
  - 1.2.9.2 A/NZS 3500.1; and
  - 1.2.9.3 the Recycled Water Plumbing Guide.
- 1.2.10 **Developer** means UPL (No 15) Pty Ltd and A V Jennings Properties SPV No. 4 Pty Ltd.
- 1.2.11 **DHS** means the Environmental Health Branch of the Department of Human Services.

- 1.2.12 **Distribution Agent** means any person or entity appointed by the Council from time to time to deliver Recycled Water to any area that includes the Land.
- 1.2.13 **Dual Reticulation Works** means the works, consisting of the Council's Infrastructure and the Allotment Infrastructure to be constructed on the Land to enable Recycled Water to be supplied to the Land or any part of the Land
- 1.2.14 **EPA** means the Environment Protection Authority constituted under the *Environment Protection Act 1993*.
- 1.2.15 **Force Majeure Event** means an event beyond the reasonable control of the Parties which precludes a Party from observing or performing on time an obligation under this Deed. Such circumstances include but are not limited to:
- 1.2.15.1 pollution events and failure or unsuitability of the aquifer system;
  - 1.2.15.2 acts of God, lightning strikes, earthquakes, floods, storms, droughts, explosions, fires and any natural disaster; and
  - 1.2.15.3 acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution.
- 1.2.16 **Land** includes any part or parts of the Land.
- 1.2.17 **Mains Water** means potable water as may be supplied by SA Water.
- 1.2.18 **Qualified Certifier** means an independent certifier who holds an unrestricted licence as a plumber under the *Plumbers, Gasfitters and Electricians Act 1995*, or such other qualifications as the Council may from time to time direct in its absolute discretion.
- 1.2.19 **Recycled Water** means non-potable reclaimed, recycled or reused water having a quality of not less than Class A recycled water under the South Australian Reclaimed Water Guidelines, including (but not limited to) recycled stormwater, recycled effluent, native groundwater, potable water or rain water, or any combination of these as may be more specifically described in a Water Supply Agreement.
- 1.2.20 **Recycled Water Plumbing Guide** means the Recycled Water Installation Guide published by SA Water and dated 2006, a copy of which is Annexure A, including any later or substituted version of that publication current at any time.
- 1.2.21 **SA Water** means the South Australian Water Corporation established by the *South Australian Water Corporation Act 1994*.
- 1.2.22 **South Australian Reclaimed Water Guidelines** means the Guidelines of that title published by the DHS and EPA in 1999 and any subsequent edition of those Guidelines or any guidelines or standards published or adopted by the EPA for the time being in substitution for those Guidelines.

- 1.2.23 **Water Supply Agreement** means the agreement between the Council or Distribution Agent and the owner of each individual allotment created on the Land by the proposed Development for the supply of Recycled Water by the Council or Distribution Agent on terms and at price or rate to be determined in accordance with the Council's or Distribution Agent's standard Recycled Water supply terms in place at the relevant time.
- 1.2.24 **Year** means a period of twelve (12) calendar months commencing on 1 July in any year and ending on 30 June of the following year.
- 1.2.25 Words and phrases used in this Deed which are defined in the Act or in the Regulations made under the Act have the meanings ascribed to them by the Act or the Regulations as the case may be.
- 1.2.26 References to any statute or subordinate legislation include all statutes and subordinate legislation amending consolidating or replacing the statute or subordinate legislation referred to.
- 1.2.27 The term **Owner** where the Owner is a company includes its successors, assigns and transferees and where the Owner is a person, includes his heirs, executors, administrators and transferees and where the Owner consists of more than one person or company the term includes each and every one or more of such persons or companies jointly and each of them severally and their respective successors, assigns, heirs, executors, administrators and transferees of the companies or persons being registered or entitled to be registered as the proprietor of an estate in fee simple to the Land or to each and every one of all separate Allotments into which the Land may be divided after the date of this Deed, and in relation to any common property created by a community division, the relevant Community Corporation.
- 1.2.28 The term **person** includes a corporate body.
- 1.2.29 Any term which is defined in the statement of the names and descriptions of the Parties or in the Backgrounds has the meaning there defined.
- 1.2.30 Words importing the singular number or plural number are deemed to include the plural number and the singular number respectively.
- 1.2.31 Words importing any gender include every gender.
- 1.2.32 Where two or more persons are bound hereunder to observe or perform any obligation or agreement whether express or implied then they are bound jointly and each of them severally.
- 1.3 Clause headings are provided for reference purposes only and are not be resorted to in the interpretation of this Deed.
- 1.4 The requirements of this Deed are at all times to be construed as additional to the requirements of the Act and any other legislation affecting the Land.

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

### **2.1 Installation of Dual Reticulation Works**

The Owner must ensure that the Dual Reticulation Works are installed on the Land and ensure that:

2.1.1 each Allotment created on the Land; and

2.1.2 each building and structure on the Land (as reasonably required by the Council),

is connected to the Council's Infrastructure or, if the Council's Infrastructure is not installed, able to be connected to the Council's Infrastructure at the Boundary Access Point of the relevant Allotment; or where the Council has made a requirement under clause 2.3.2, through the Boundary Access Point of the community parcel of which the Allotment is part.

### **2.2 Interim supply of water**

2.2.1 The Owner acknowledges that Recycled Water may not be available for supply to the Land through the Dual Reticulation Works until some time after the Owner is required to install the Dual Reticulation Works. In that case the Council may by notice in writing to the Owner, require the Allotment Infrastructure to be connected to the Mains Water supply system on the Land in such a manner as the Council directs in the notice.

2.2.2 The Owner must ensure at the Owner's expense in all things that:

2.2.2.1 the Allotment Infrastructure is installed, or if already installed are adapted to the satisfaction of the Council so that it complies with a notice given under clause 2.2.1; and

2.2.2.2 the Allotment Infrastructure is not connected or reconnected to the Council's Infrastructure until the Council gives a notice under clause 2.2.3.

2.2.3 When Recycled Water becomes available for supply to the Land through the Council's Infrastructure, the Council may give a further notice to the Owner requiring the Owner to disconnect the Allotment Infrastructure from the Mains Water supply system and to connect the Allotment Infrastructure to the supply of Recycled Water in such manner as the Council directs in the notice.

2.2.4 The Owner must, at the Owner's expense and to the satisfaction of the Council, comply with a notice given under clause 2.2.3 within twenty eight (28) days after the date on which the notice was given to the Owner.

### **2.3 Standard of construction of Dual Reticulation Works**

2.3.1 Subject to clauses 2.2.1 and 2.2.2, the Owner must ensure that the Dual Reticulation Works are constructed so that:



- 
- 2.3.1.1 the Dual Reticulation Works are in accordance with all relevant statutory consents or approvals;
  - 2.3.1.2 the Dual Reticulation Works comply with the Design and Construction Standards;
  - 2.3.1.3 all pipes and fittings used for the purposes of the Dual Reticulation Works are marked in accordance and authorised or approved under regulation 12 of the Waterworks Regulations 1996;
  - 2.3.1.4 a meter for the supply of Recycled Water is installed at each Boundary Access Point and is separate from the meter for Mains Water;
  - 2.3.1.5 an appropriate backflow prevention device is installed; and
  - 2.3.1.6 all piping, pipe sleeves, taps, outlets and sprinkler heads through which Recycled Water is to be supplied must be coloured purple in accordance with Australian Standard AS2700 and provided with signage which states 'warning recycled water do not drink' in accordance with Australian Standard AS1345.
- 2.3.2 In the case of a Community Parcel, the Council may, if it reasonably considers it appropriate in the circumstances to do so, require a single meter for the supply of Recycled Water to the Community Parcel to be located at the Boundary Access Point of the Community Parcel. The Owner acknowledges that in such a case, the individual Allotments and (if required) the common property comprised in the Community Parcel must then be supplied by the Community Corporation under arrangements to be determined by the Community Corporation.
- 2.3.3 The Owner acknowledges that any meter for Recycled Water installed at the Boundary Access Point of an Allotment or Community Parcel will be and remain the property of the Council.
- 2.3.4 The Owner must ensure that any meter for Recycled Water installed at the Boundary Access Point of an Allotment or Community Parcel will be at all times readily accessible to the Council and any Distribution Agent for the purpose of inspecting or reading the meter.
- 2.3.5 Subject to any requirement of a notice given by the Council under this clause, the Owner in relation to any Allotment Infrastructure must comply with the Recycled Water Plumbing Guide.
- 2.3.6 The Owner must obtain the prior written approval of the Council to the existing or proposed design, construction and installation of any Allotment Infrastructure. The Owner must comply with reasonable requests for information by the Council or any third Party authorised by the Council about the Allotment Infrastructure.

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## **2.4 Commissioning, Repair and maintenance of Dual Reticulation Works**

- 2.4.1 The Owner must ensure that any Allotment Infrastructure is commissioned before use in accordance with the procedures set out in the Recycled Water Plumbing Guide.
- 2.4.2 The Owner must repair, maintain and if necessary replace the Allotment Infrastructure to a good quality standard or as otherwise reasonably directed by the Council, a third Party or by law or regulations and otherwise to comply with any of the requirements of any government authority, including but not limited to the EPA, or the DHS.

## **2.5 Periodic audit of Dual Reticulation Works**

- 2.5.1 Subject to clause 2.5.2 the Owner in relation to any Allotment Infrastructure must on or before 30 June in any year, if the Council has directed the Owner to do so by a notice in writing, provide the Council at the Owner's expense with an Audit Certificate in relation to that Allotment Infrastructure.
- 2.5.2 A direction by the Council under clause 2.5.1:
- 2.5.2.1 must be made by no later than 31 March of the year in which it is given; and
- 2.5.2.2 May not be given more than once in any five (5) year period following the giving of a previous direction under this clause in relation to the same Allotment.
- 2.5.3 In addition to any obligation to provide an Audit Certificate under clause 2.5.1, an Owner must, within three (3) calendar months after the Owner has become or is entitled to become the Owner of an Allotment, provide at the Owner's expense an Audit Certificate to the Council in relation to the Allotment Infrastructure on that Allotment.
- 2.5.4 Without derogating from any of the Owner's obligations under this clause 2, if an audit under this clause 2.5 discloses that the Allotment Infrastructure is in any respect not technically sound and in a fit and proper working order and suitable to receive Recycled Water the Owner must, at the Owner's expense and to the satisfaction of the Council cause such works or actions to be undertaken that are required to repair, maintain, make good or modify the Allotment Infrastructure so that the Allotment Infrastructure is technically sound and in a fit and proper working order and suitable to receive Recycled Water.

## **2.6 Modification or alteration**

The Owner must not modify or alter any of the Dual Reticulation Works without obtaining the prior written approval of the Council.

## **2.7 Supply of Recycled Water**

2.7.1 Subject to completion of the installation of the Council's Infrastructure and to any notice given under clause 2.2.1, the Owner must ensure that the Allotment Infrastructure is connected such that in relation to any Allotment or (where it is connected to the Council's Infrastructure) any common property,

2.7.1.1 Recycled Water is supplied:

- (a) to not less than one toilet (referred to as a water closet in the current wording of the Building Rules); and
- (b) to an external garden tap for garden use purposes; or
- (c) otherwise as required by any relevant authorisation under the Act; and

2.7.1.2 no cross-connection occurs between the supply of Recycled Water and Mains Water.

## **2.8 Council's rights of entry onto land**

2.8.1 The Owner allows the Council, or a third Party authorised by the Council, to enter the Land for such reasonable purposes specified by the Council, including but not limited to the following purposes:

2.8.1.1 to conduct readings of the meter installed at a Boundary Access Point for the supply of Recycled Water;

2.8.1.2 to the extent reasonably necessary to carry out maintenance or up-grade works relating to the Council's Infrastructure; and

2.8.1.3 to carry out emergency procedures relating to the Council's Infrastructure, or the Allotment Infrastructure.

## **2.9 Water Supply Agreement**

The Owner will enter into a Water Supply Agreement with the Council or with such Distribution Agent as the Council directs and will pay the Council or, where the Council so directs, the Distribution Agent for the supply of Recycled Water at the rate applicable under the relevant Water Supply Agreement.

## **2.10 Additional Allotments**

Where any development of the Land undertaken at any time involves the creation of any additional Allotment that must be connected to the Council's Infrastructure under clause 2.1, the Owner will pay to the Council any costs and expenses reasonably incurred by the Council for the purpose of connecting the additional Allotment to the Council's Infrastructure.

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**3. COUNCIL'S OBLIGATIONS**

- 3.1** Subject to clauses 2.2.1 and 2.2.2, the Council must procure the supply, through the Council's Infrastructure, of Recycled Water to the Boundary Access Point subject to the Council's terms for the supply of Recycled Water.
- 3.2** The Council may supply Recycled Water to a Distribution Agent for supply by the Distribution Agent to the Owner on the terms and conditions set out in a Water Supply Agreement to be entered into between the Distribution Agent and the Owner.

**4. ALLOTMENT INFRASTRUCTURE**

- 4.1** Subject to clause 4.2, any Allotment Infrastructure will only be taken to have been completed for the purposes of this Deed when:
- 4.1.1** the Allotment Infrastructure has been connected to the Council's Infrastructure and there is no connection between the Allotment Infrastructure and the Mains Water supply; and
- 4.1.2** the Owner has given written notice to the Council that the Allotment Infrastructure has been completed together with a Certificate of Completion.
- 4.2** A Certificate of Completion is only required once the Allotment Infrastructure is connected or, if the Allotment Infrastructure is disconnected from the Council's Infrastructure at any time, is reconnected to the Council's Infrastructure at the Boundary Access Point.

**5. COUNCIL'S POWERS OF ENTRY, ETC**

- 5.1** The Council and any employee or agent of the Council authorised by the Council may at any reasonable time and (except in the case of an emergency) on the giving of reasonable notice enter the Land for the purpose of:
- 5.1.1** inspecting the Allotment Infrastructure thereupon; and
- 5.1.2** exercising any other powers of the Council under this Deed.
- 5.2** Clause 5.1 is additional to, and does not derogate from any powers conferred on the Council or an authorised officer of the Council by or under any Statute.
- 5.3** If the Owner is in breach of any provision of this Deed, the Council may, by notice in writing served on the Owner, specify the nature of the breach and require the Owner to remedy the breach within such time as may be nominated by the Council in the notice (being not less than twenty eight (28) days from the date of service of the notice) and if the Owner fails so to remedy the breach, the Council or its servants or agents may carry out the requirements of the notice and in doing so may enter and perform any necessary works upon the Land and recover any costs thereby incurred from the Owner.
- 5.4** The Council may delegate any of its powers under this Deed to any person or authorise any other person to exercise those powers on the Council's behalf.

## 6. FORCE MAJEURE

- 6.1 If a Force Majeure Event causes delay or failure by a Party to perform its obligations under this Deed:
- 6.1.1 neither Party will be liable for such delay or failure; and
  - 6.1.2 all obligations of a Party under this Deed will be suspended until the Force Majeure Event ceases to apply.
- 6.2 A Party which is, by reason of a Force Majeure Event, unable to perform any obligation or condition required by this Deed must:
- 6.2.1 notify the other Party as soon as possible giving:
    - 6.2.1.1 reasonably full particulars of the event or circumstance of the Force Majeure Event;
    - 6.2.1.2 the date of commencement of the Force Majeure Event and an estimate of the period of time required to enable it to resume full performance of its obligations; and
    - 6.2.1.3 where possible, the means proposed to be adopted to remedy or abate the Force Majeure Event;
  - 6.2.2 use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure Event as soon as possible;
  - 6.2.3 resume performance as soon as possible after termination of the Force Majeure Event or after the Force Majeure Event has abated to an extent which permits resumption of performance;
  - 6.2.4 notify the other Party when the Force Majeure Event has terminated or abated to an extent which permits resumption of performance to occur; and
  - 6.2.5 notify the other Party when resumption of performance has occurred.

## 7. VARIATION AND WAIVER

- 7.1 This Deed may not be varied except by a supplementary Deed signed by the Council and the Owner.
- 7.2 The Council may waive compliance by the Owner with the whole or any part of the obligations on the Owner's part herein contained provided that no such waiver is effective unless expressed in writing and signed by the Council.

## 8. NOTICES

Notice shall for the purposes of this Deed be properly served on the Owner if it is:

- 8.1 posted to the Owner's last address known to the Council; and
- 8.2 where the South Australian Jockey Club Incorporated is the Owner, a copy of the notice is also posted to the Developer at the Developer's address last known to the Council; or

8.3 if the Owner's address is not known to or reasonably ascertainable by the Council, affixed in a prominent position on the Land.

**9. COSTS**

9.1 The Council agrees to bear its own costs in relation to the preparation and negotiation of this Deed.

9.2 The Owner agrees to bear its own costs in relation to the preparation and negotiation of this Deed and all costs and expenses associated with the noting of this Deed.

**10. NOTING OF DEED**

Each Party must do and execute all such acts documents and things as are necessary to ensure that as soon as is possible after the execution of this Deed by all necessary Parties this Deed is noted on the Certificate of Title for the Land under section 57(5) of the Act.

**11. GOVERNING LAW**

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

**12. GENERAL PROVISIONS**

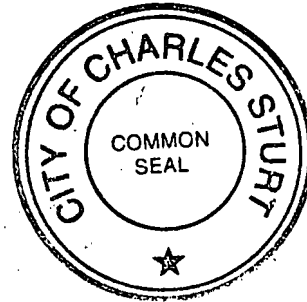
12.1 If any provision of this Deed is found by a court of competent jurisdiction to be invalid or unenforceable in law then and in such case the Parties hereby request and direct such court to sever such provision from this Deed.

12.2 This Deed contains the whole agreement between the Parties in respect of the matters referred to in it.

**EXECUTED as a Deed**

**THE COMMON SEAL** of  
**CITY OF CHARLES STURT** was  
hereunto affixed in the presence of:

)  
)  
)



*[Handwritten signature]*  
.....

Mayor

*[Handwritten signature]*  
.....

Chief Executive Officer

**EXECUTED by SOUTH AUSTRALIAN  
JOCKEY CLUB INCORPORATED by**

its attorneys on the 15 day of  
JULY 2012:

*MB BAV*

.....  
Name of Attorney

*[Handwritten Signature]*

.....  
Signature of Attorney

*BRIAN VIRGO*

.....  
Name of Attorney

*[Handwritten Signature]*

.....  
Signature of Attorney

pursuant to Registered Power of Attorney  
11537283 which has been delegated by  
Registered Power of Attorney 11723682  
in the absence of notification of the revocation  
of such power and in the presence of:

*[Handwritten Signature]*

.....  
Signature of Witness

*Yvonne Marie Grace*

.....  
Name of Witness

Business Hours Ph. *82357861*

**South Australian Water Corporation** being an entity with a legal interest in the Land by registered easements consents to the Owner entering into this Deed.

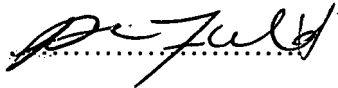
SIGNED for and on behalf of the  
South Australian Water Corporation  
by a person duly authorised by an Instrument  
of Authority dated 16 August 2004



David Burgess  
(Print Full name)

Manager Land Developments and Connections,  
the person duly Authorised by the above Instrument, in  
The presence of:

Witness  
(Signature)



Witness  
(Print Full name)

PETER CHARLES FIELD

Title/Position LAND DEV MANAGER

Address CI- SA Water Corporation  
GPO Box 1751, Adelaide SA 5001

Telephone No: (08) 7429 1132



Distribution Lessor Corporation (subject to Lease 8890000) being an entity with a legal interest in the Land by registered easements consents to the Owner entering into this Deed.

DISTRIBUTION LESSOR CORPORATION OF 1 Anzac Highway Keswick SA 5035 as the registered proprietor of easements consents to this Deed and CKI UTILITIES DEVELOPMENT LIMITED ABN 65 090 718 880 PAI UTILITIES DEVELOPMENT LIMITED ABN 82 090 718 951 SPARK INFRASTRUCTURE SA (No.1) PTY LTD ABN 54 091 142 380 SPARK INFRASTRUCTURE SA (No.2) PTY LTD ABN 19 091 143 038 and SPARK INFRASTRUCTURE SA (No.3) PTY LTD ABN 50 091 142 362 each incorporated in Australia all of 1 Anzac Highway Keswick SA 5035 ("ETSA Lessees") as the lessees pursuant to Lease no. 8890000 CONSENT to this Deed

SIGNED in my presence by )  
DISTRIBUTION LESSOR CORPORATION )  
by its attorneys pursuant to Power of Attorney No. )  
8895055 AND by the Attorneys of each of the )  
ETSA Lessees )  
CKI UTILITIES DEVELOPMENT LIMITED )  
ABN 65 090 718 880 Pursuant to )  
Power of Attorney No. 8857195 )  
PAI UTILITIES DEVELOPMENT LIMITED )  
ABN 82 090 718 951 Pursuant to )  
Power of Attorney No. 8857196 )  
SPARK INFRASTRUCTURE SA (No.1) PTY LTD )  
ABN 54 091 142 380 Pursuant to )  
Power of Attorney No. 8857197 )  
SPARK INFRASTRUCTURE SA (No.2) PTY LTD )  
ABN 19 091 143 038 Pursuant to )  
Power of Attorney No. 8857199 )  
SPARK INFRASTRUCTURE SA (No.3) PTY LTD )  
ABN 50 091 142 362 )  
Pursuant to Power of Attorney No. 8857198 )

~~PATRICK JAMES MAKINSON~~ ROBERT STOBBE )  
who certifies that he is the )  
CHIEF EXECUTIVE OFFICER )

*Robert Stobbe*

~~COMPANY SECRETARY~~ of )  
Utilities Management Pty Ltd ABN 25 090 664 878 )  
and )  
PETER GEOFFREY CHAPPLE )  
who certifies that he is the )  
MANAGER PROPERTY SERVICES of )

*Peter Chapple*

Utilities Management Pty Ltd ABN 25 090 664 878 )  
both of 1 Anzac Highway Keswick SA 5035 )  
who are personally known to me )

Signature of Witness: *Ann-Marie Goodmund*  
~~Angela Jayne Clark~~ Ann-Marie Goodmund  
1 Anzac Highway Keswick 5035  
ph: 8404 5897

Coles Group Property Developments Ltd being an entity with a legal interest in the Land by registered easement consents to the Owner entering into this Deed.

Signed for Coles Group Property Developments Ltd by an authorised representative in the presence of:

Signature of witness

Signature of authorised representative

Name of witness (print)

Name of authorised representative (print)

Position of authorised representative (print)

Executed by COLES GROUP PROPERTY DEVELOPMENTS LTD by its duly appointed Attorney JOHN REGINATO who states that he or she has received no notice of revocation of the Power of Attorney 11638049 under the authority of which this document is executed in the presence of:

*CHANTAL JACOB* Witness *John Reginato* Attorney

CHANTAL JACOB  
Name (print)

John Reginato  
Position Head Legal Counsel - Property

Executed by  
by its duly appointed  
Attorney  
who states that he or she has received no notice  
of revocation of the Power of Attorney  
under the authority of which  
this document is executed in the presence of:

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Name (print)  
John Reznato  
Head Legal Counsel - Property

**Annexure A**

**Land Management Agreement by Deed**

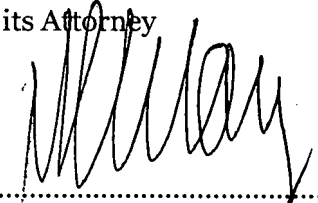
**City of Charles Sturt  
South Australian Jockey Club Incorporated**

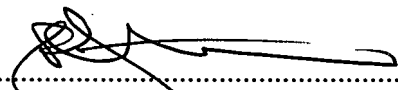
**United Overseas Bank Ltd (ABN 56 060 785 284)** being an entity with a legal interest in the Land by registered Mortgage No. 11537779 consents to the Owner entering into this Deed

**EXECUTION BY CONSENTING PARTY**

**SIGNED** for and on behalf of **UNITED OVERSEAS BANK LIMITED** by its Attorney **PETER HENRY MACKINLAY**  
of **Level 9**  
**32 Martin Place, Sydney**  
Manager in the presence of:

**UNITED OVERSEAS BANK LIMITED**  
by its Attorney

  
.....  
Power of Attorney No. **172657**

  
.....  
Signature of Witness - Signed in my presence by the above Attorney who is either personally known to me or has satisfied me as to his identity.

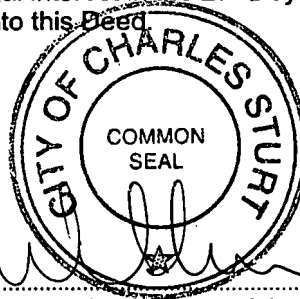
**ROBERT SAMUEL JOHNSON**  
.....  
Full Name of Witness (Block Letters)

**620 Bay 2049, Sydney NSW 2001**  
.....  
Address of Witness

**02 8257 4037**  
.....  
Business hours telephone No

**City of Charles Sturt** being an entity with a legal interest in the Land by registered Lease No. 7955203 consents to the Owner entering into this Deed.

**THE COMMON SEAL** of City of Charles Sturt was affixed in the presence of:



*[Handwritten Signature]*

Signature of Mayor

*[Handwritten Signature]*

Signature of Chief Executive Officer

*Kirsten Alexander*

Name of Mayor (print)

*M. WITHERS*

Name of Chief Executive Officer (print)

Minister for Planning being an entity with a legal interest in the Land by registered Agreement No. 11733177 consents to the Owner entering into this Deed.

**SIGNED** by Director, Strategy and )  
Affordable Housing Outcomes, Urban )  
Renewal Authority by authority of the )  
**MINISTER FOR HOUSING AND** )  
**URBAN DEVELOPMENT** as delegate )  
of the Minister for Planning pursuant to )  
section 20 of the Development Act )  
1993 in the presence of: )



Witness



Name (print)

**City of Charles Sturt** being an entity with a legal interest in the Land by registered Lease No. 7955203 consents to the Owner entering into this Deed.

**THE COMMON SEAL of City of Charles Sturt** was affixed in the presence of:

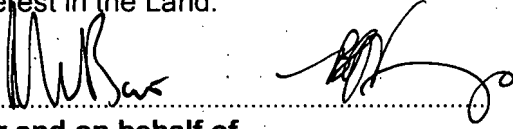
.....  
Signature of Mayor

.....  
Signature of Chief Executive Officer

.....  
Name of Mayor (print)

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

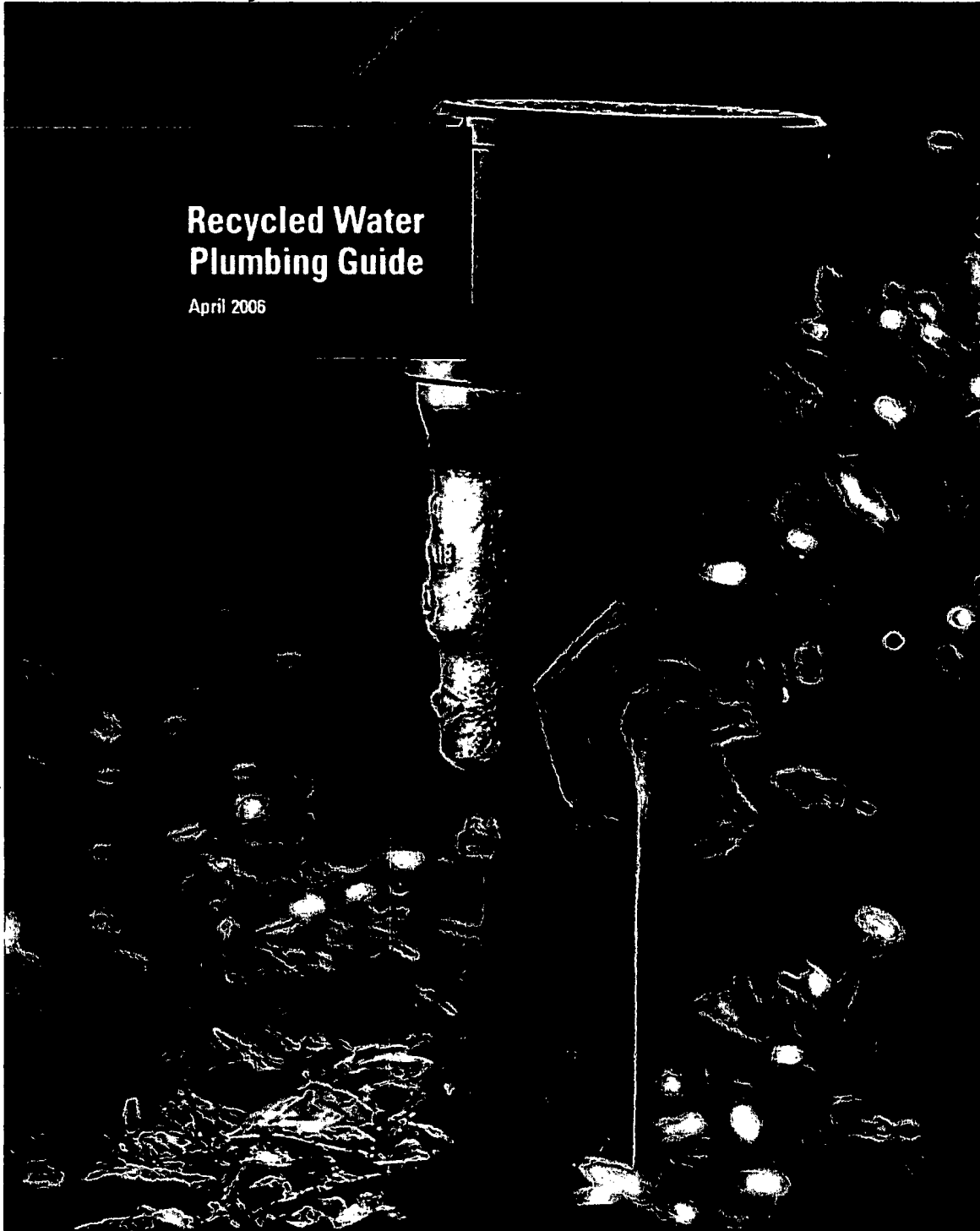
The Owner certifies pursuant to section 57(4) of the Act that no other person has a legal interest in the Land.



For and on behalf of  
**SOUTH AUSTRALIAN JOCKEY CLUB INCORPORATED**



**Annexure A Recycled Water Installation Guide**



**GUIDELINES FOR USE  
AND INSTALLATION**



## Recycled Water Services

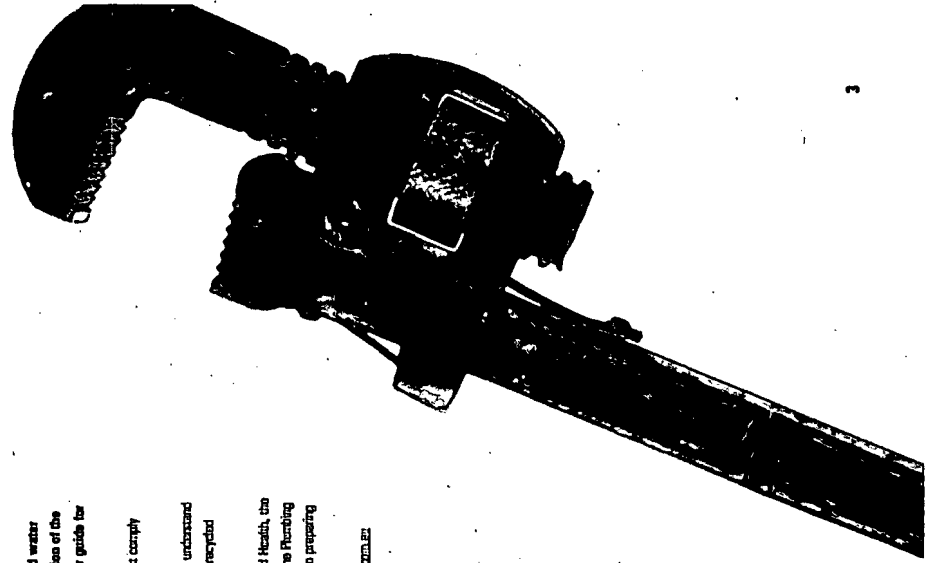
This guide is for those who install recycled water services. It aims to ensure proper installation of the recycled water service and provide a clear guide for safe use of recycled water.

The installation of a recycled water service must comply with AS/NZS 3500.

The guide is also for handymen to help them understand how the recycled water system works and how recycled water may be used within the home.

SA Water would like to thank the Department of Health, the Plumbing Industry Commission of Victoria and the Plumbing Industry Association of SA for their assistance in preparing this guide.

Copies can be downloaded from [www.sa.gov.au](http://www.sa.gov.au)



## Contents

Recycled Water Services	3
Recycled Water Information	4
Recycled Water – What can it be used for?	5
Recycled Water Main	6
Water Pressure	6
Water Meter Assemblies	7
Approved Products	8
On the Property	8
Commissioning the System	10



### SA Water Owned and Operated Systems. Recycled Water Main

Recycled water will be delivered to properties by a system of dedicated mains.

Upon application to SA Water by the plumber/subcontractor, each property will be provided a recycled water connection from the recycled water main and a drinking water supply connection from the drinking water main.

#### Water Pressure

Water pressure in the recycled water main will be slightly less than the pressure in the drinking water main. This will impact on the pressure of water for irrigation systems connected to the recycled water system and therefore needs to be considered when designing the system.

From main to meter.

Two water service pipes will enter the property.

- The service pipe for recycled water will be identified by a purple color in accordance with AS/NZS 1547, being no darker than P21 (purple) or P12 (purple) and no lighter than P23 (blue).
- The service pipe for drinking water supply will not be coloured (blue/purple).

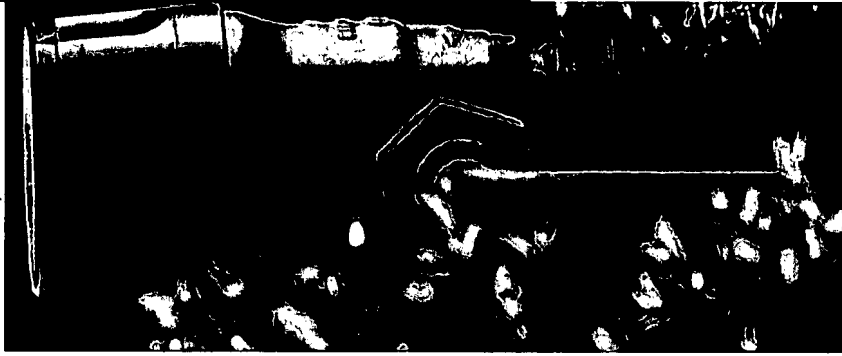
### SA Water Owned and Operated Systems. Water Meter Assemblies

The recycled water meter assembly is purple in color. The meter will be fixed above ground in the position of the existing 'purple' water service pipe on the property.

- Prior to the commencement of building construction the plumber/subcontractor is required to lodge a building site and floor plan and make payment for water services (and sewer connection).
- SA Water will supply both water meters on application.
- The recycled water meter will be located in the closed position until the recycled water service has been completed, inspected by SA Water and deemed suitable for activation.
- The meter components used for recycled water are different to those for drinking water to prevent interchange of the meters.
- The licensed plumbing contractor must ensure SA Water has been notified before commencing work and at each stage of the recycled water service installation. The plumbing contractor is to be present at the time of final fit commissioning by SA Water.
- A final check valve will be provided by SA Water as part of the Zebra Drinking Water Meter assembly, the final check valve is to remain visible and accessible.
- Measured drinking water supplies greater than 200mm will require an appropriate backflow prevention device installed by the plumbing contractor.
- Absorption to the existing recycled/drinking water connection will require an application to be made to SA Water.
- Any property service connections including the water meter are the responsibility of SA Water.



Below: Like meter for recycled water.  
Right: Meter for drinking (purple) water



### Approved Products

Only products certified under the National Plumbing Product Approval Scheme are permitted to be used for recycled and drinking water services connected to SA Water's supply system.

Pipes to be used on recycled water must be clearly marked as PERMANENTLY IDENTIFIED RECYCLED WATER - DO NOT DRINK and coloured in accordance with AS/NZS 1200, being no darker than P2, perennials or P2, purple and no lighter than P23 line. External metallic sized pipes must be coloured, as above.

### On the Property

The plumber is required to submit a Certificate of Compliance to the council and SA Water within seven days of completing the work. *These provisions do not apply to an irrigation system connected to a recycled water service.*

Unless no circumstances exist to be inconsistent between the recycled water service and the drinking water service.

- All plumbing work within a property, including recycled water plumbing, is to be undertaken by a licensed or registered plumber and notified to SA Water for audit.

Certified products will be clearly identified and colour coded.

### PERMANENTLY IDENTIFIED RECYCLED WATER

- All pipe work and product used in the installation of recycled water services shall comply with Section 2 of AS/NZS 3500.1 2010.
- Where pipes are not inherently coloured purple, identification may be achieved by means of close fitting durable purple coloured cladding, nesting or specially wrapped tape.
- All recycled water pipes, pipe fittings and identification tapes and outlets shall be purple and be marked with the following RECYCLED OR RECLAIMED WATER - DO NOT DRINK.
- All buried pipes must have identification tape installed on top of the recycled water pipe, running lengthwise and fastened to the pipe at not more than 3 metre intervals. This identification tape (as pictured below) is designed to ensure safety when digging in the vicinity of recycled water pipes to prevent rupture.



- External hose tap outlets shall comply with the following:
  - They shall be clearly marked with either a warning sign or prohibition sign in accordance with AS3318.
  - They shall be of a type that has a removable handle except where the outlet is installed 1200mm or more above finished surface level.
  - They shall be coloured, powdered coated pipe.
- All other installation requirements of Section 5 AS/NZS 3500.1, Installation of Cold Water Services also apply.



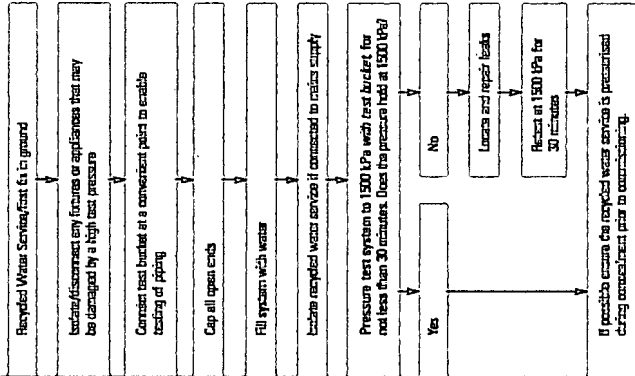
Distinctive purple tags to be on recycled water outlets.

# Commissioning The System

It is the responsibility of the installing plumber to ensure SA Water is notified with steps of the commissioning of the installation before business and so by the property owner. The plumber must be visible at each step for inspection. On the successful completion of the commissioning process, SA Water will attach a Recycled Water Label to the meter side of the identified water flow line. The following commissioning procedure must be followed and detailed on the Certificate of Completion as required. The following procedure is to be printed on the side of the label for commissioning by SA Water.

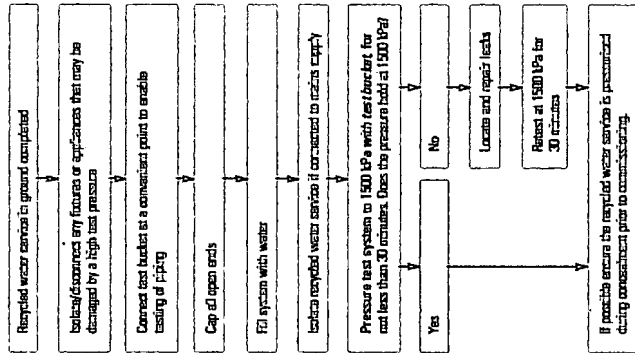
## Stage 1

### COMMISSIONING THE RECYCLED WATER SYSTEM (RESTRICTION GROUND)



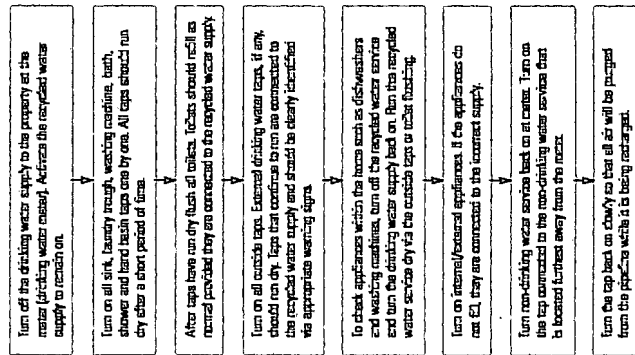
## Stage 2


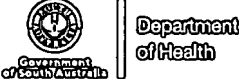

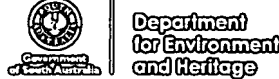

### COMMISSIONING THE RECYCLED WATER SYSTEM (RESTRICTION GROUND)



## Stage 3

### COMMISSIONING THE RECYCLED WATER SYSTEM (RESTRICTION GROUND)



<p>For more information</p>	
<p>The following organisations provide a range of information related to water quality, conservation and efficiency:</p> <p><b>SA Water</b> <a href="http://www.sawater.com.au">www.sawater.com.au</a> Telephone 1300 650 950</p> <p><b>Department of Health</b> <a href="http://www.health.sa.gov.au">www.health.sa.gov.au</a> Telephone (08) 8226 6070</p> <p><b>Environment Protection Authority</b> <a href="http://www.epa.sa.gov.au">www.epa.sa.gov.au</a> Telephone (08) 8204 2000</p> <p><b>Department of Environment &amp; Heritage</b> <a href="http://www.environment.sa.gov.au">www.environment.sa.gov.au</a> Telephone (08) 8204 9000</p> <p><b>Plumbing Industry Association of SA</b> <a href="http://www.plumbingindustry.com.au">www.plumbingindustry.com.au</a> Telephone (08) 8252 4000</p>	    

5/20/07

**DATED**

**2012**

**BETWEEN:**

**CITY OF CHARLES STURT**

Council

**AND**

**SOUTH AUSTRALIAN JOCKEY CLUB INCORPORATED**

Owner

---

**LAND MANAGEMENT AGREEMENT  
BY DEED**

---

**NORMAN WATERHOUSE**

Lawyers

Level 15

45 Pirie Street

ADELAIDE SA 5000

Telephone: 08 8210 1200



Form B2

Insert type of document here ..... APPLICATION TO NOTE AMENDMENT OF LAND MANAGEMENT AGREEMENT ..... (Pursuant to s 57(8) of the *Development Act 1993*)

To the Registrar-General:

- Land Management Agreement No 11844783 dated 1 or 6 November 2012 (**Agreement**) is noted against the whole of the land comprised in Certificates of Title:  
 Volume 6092 Folio 734, Volume 6099 Folios 343, 344, 345, 346, 350 and 351.  
 Volume 6099 Folios 356 – 358 inclusive, Volume 6099 Folios 367, 376, 377 and 379.  
 Volume 6104 Folios 775, 777 and 784. Volume 6106 Folios 576, 577, 578, 580, 587 and 588.  
 Volume 6113 Folios 401 – 405 inclusive, Volume 6114 Folios 365, 369, 371, 372, 381, 389 and 392.  
 Volume 6116 Folios 800, 801, 802, 803, 804, 805, 808, 811 and 812.  
 Volume 6118 Folios 17-23 inclusive, Volume 6120 Volume 184 (**Land**)  
 pursuant to Section 57(5) of the *Development Act 1993 (Act)*.
- The Agreement was entered into by the **City of Charles Sturt (the Council)** of 72 Woodville Road Woodville SA 5011 with **SOUTH AUSTRALIAN JOCKEY CLUB INCORPORATED** of Allan Scott Park Morphettville, Morphett Road, Morphettville SA 5043 (**Owner**).
- The Agreement has been amended by the attached supplementary deed dated (**Amendment**).
- The Council applies pursuant to Section 57(8) of the Act to note the Amendment against the Land.

Date:

The common seal of City of Charles Sturt was affixed in the presence of:



Signature of Mayor

Name of Mayor (print)

Signature of Chief Executive Officer/City Manager (Please delete as applicable)

Name of Chief Executive Officer/City Manager (print)

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

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

Prefix
Series No.

**BELOW THIS LINE FOR AGENT USE ONLY**

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886
_____
Solicitor/Registered Conveyancer/Applicant

AGENT CODE

Lodged by: **Norman Waterhouse** **NWAM**

Correction to: **Norman Waterhouse** **NWAM**  
277648\GXXK02477654

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

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

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

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

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

ITEM(S)	AGENT CODE

CORRECTION	PASSED
REGISTERED	
REGISTRAR-GENERAL	

# LAND MANAGEMENT AGREEMENT BY DEED

CITY OF CHARLES STURT

SOUTH AUSTRALIAN JOCKEY CLUB INCORPORATED

**Norman  
Waterhouse**  
LAWYERS

Level 15, 45 Pirie Street  
Adelaide SA 5000  
Telephone + 61 8 8210 1200  
Fax + 61 8 8210 1234  
[www.normans.com.au](http://www.normans.com.au)

THIS DEED is made the

day of

2013

**BETWEEN:** CITY OF CHARLES STURT of 72 Woodville Road, Woodville SA 5011  
(Council) of the one part

**AND:** South Australian Jockey Club Incorporated of Allan Scott Park  
Morphettville, Morphett Road, Morphettville SA 5043 (Owner) of the other part

**BACKGROUNDS:**

- A. The Owner is the proprietor of an estate in fee simple in the land comprised in Certificates of Title:
- Volume 6092 Folio 734, Volume 6099 Folios 343, 344, 345, 346, 350 and 351.
- Volume 6099 Folios 356 – 358 inclusive, Volume 6099 Folios 367, 376, 377 and 379.
- Volume 6104 Folios 775, 777 and 784. Volume 6106 Folios 576, 577, 578, 580, 587 and 588.
- Volume 6113 Folios 401 – 405 inclusive, Volume 6114 Folios 365, 369, 371, 372, 381, 389 and 392. Volume 6116 Folios 800, 801, 802, 803, 804, 805, 808, 811 and 812.
- Volume 6118 Folios 17-23 inclusive, Volume 6120 Volume 184 (Land).
- B. The Developer, is undertaking the development of the land formerly comprising the Cheltenham Racecourse site by dividing it under the *Real Property Act 1886* and the *Community Titles Act 1996* for residential and other purposes and roads and open space under development authorisations that have been granted under the *Development Act 1993* before the date of this Deed or are to be granted in the future (**Proposed Development**).
- C. The Proposed Development comprises most of the Cheltenham Park Policy Area 22 of the Council's Development Plan current at the date of this Deed.
- D. The Proposed Development will provide (amongst other things):
- D.1 allotments for wide range of dwellings at a range of densities;
- D.2 open space and associated facilities comprising at least 35 per cent of the entire policy area (excluding the rail corridor); and
- D.3 areas for the management of stormwater in the form of wetlands to be constructed on the open space and the re-use of stormwater collected and treated in the wetlands and subsequently stored in and recovered from an aquifer storage and recovery system (**ASR System**)
- in accordance with the provisions of the Council's Development Plan that relate to development in the Cheltenham Park Policy Area 22.
- E. The Council wishes the stormwater to be collected in the wetlands to be constructed on the open space areas of the Proposed Development and stored in and recovered from the ASR System to be put to a beneficial re-use by supplying that water as non-



potable Recycled Water to the allotments and buildings developed or to be developed on the Land as a result of or following the Proposed Development.

- F. The infrastructure to be provided as part of the Proposed Development will include a pipe network (separate from the pipes for the supply of potable mains water (See Annexure A for details)) for the provision of recycled water from the ASR System to the Land being one of the allotments created by the Proposed Development. That pipe network will be progressively vested in the Council as the successive stages of the Proposed Development are completed.
- G. To ensure the beneficial and economic use of the ASR System and the Council's Infrastructure, the Council and the Owner wish to ensure that the future development of the Land includes the installation of separate reticulation systems for the supply of Mains Water and recycled water to the Land (including community lots and where appropriate, common property in a community parcel).
- H. The Owner has accordingly agreed with the Council to enter into this Deed under Section 57(2) of the Act relating to the development and management of the Land subject to the terms and conditions set out in this Deed.
- I. In deciding to enter into this Deed the Council has had regard to:
  - I.1 the development authorisations referred to in paragraph B of this Background;
  - I.2 the provisions of the Council's Development Plan, including the provisions referred to in paragraphs C and D of this Background;and is satisfied that this Deed;
  - I.3 is consistent with and will assist in the implementation of the objectives of those provisions of the Council's Development Plan; and
  - I.4 is not contrary to the principle that a Land Management Agreement should not be used as a substitute to proceeding with an amendment to that Development Plan.

## 1. INTERPRETATION

- 1.1 The Parties acknowledge that the matters recited above are true and accurate and agree that they form part of the terms of this Deed.
- 1.2 In the interpretation of this Deed unless the context otherwise requires or admits:
  - 1.2.1 **Allotment** means an allotment as defined in section 223LA of the *Real Property Act 1886* and includes a community lot in a community division under the *Community Titles Act 1996* and, where any common property in a community division is connected to the Dual Reticulation Network, the community corporation in which the common property is vested under the *Community Titles Act*.
  - 1.2.2 **Allotment Infrastructure** means any infrastructure internal to an Allotment on the Land up to the Boundary Access Point which is connected to or impacts in any way on the Council's Infrastructure.

- 1.2.3 **A/NZS 3500.1** means the Australian/New Zealand Standard Plumbing and Drainage, Part 1, Water Services published in December 2003 and refer to any subsequent Australian or Australian/New Zealand Standard varying or published in substitution for that Standard and applies to non-drinking water services.
- 1.2.4 **Audit Certificate** means a duly signed certificate of compliance issued by a contractor approved by the Office of Technical Regulator certifying that the Allotment Infrastructure is technically sound and in fit and proper working order and suitable to receive Recycled Water under the Water Supply Agreement in accordance with the directions issued from the Office of Technical Regulator titled "Plumbing Solutions, edition 20 Plumbing Certificates of Compliance" as set out in Annexure B to this LMA.
- 1.2.5 **Boundary Access Point** means in respect to each allotment or community parcel forming part of the Land (whether currently in existence or created in the future) the point on the boundary of such allotment or community parcel at which the Council's Infrastructure is intended to deliver Recycled Water to that allotment or community parcel.
- 1.2.6 **Certificate of Compliance** means a certificate in a form set out and required by the Office of Technical Regulator and issued by a contractor prescribed under Section 69 (2) of the Water Industry Act..
- 1.2.7 **Community Parcel** has the meaning attributed to that term by the *Community Titles Act 1996*.
- 1.2.8 **Council's Infrastructure** means the portion of the distribution network to be constructed by the Developer pursuant to the Delivery Deed vested or to be vested in the Council or placed or to be placed under the care, control and management of the Council by which the Council or a third Party will distribute Recycled Water to Allotments or Community Parcels including the Land (whether currently in existence or created in the future) but does not include any Allotment Infrastructure.
- 1.2.9 **Design and Construction Standards** mean:
- 1.2.9.1 all applicable legislative requirements;
  - 1.2.9.2 A/NZS 3500.1; and
  - 1.2.9.3 the Recycled Water Plumbing Guide.
- 1.2.10 **Developer** means UPL (No 15) Pty Ltd and A V Jennings Properties SPV No. 4 Pty Ltd.
- 1.2.11 **DHS** means the Environmental Health Branch of the Department of Human Services.
- 1.2.12 **Distribution Agent** means any person or entity appointed by the Council from time to time to deliver Recycled Water to any area that includes the Land.



- 1.2.13 **Dual Reticulation Works** means the works, consisting of the Council's Infrastructure and the Allotment Infrastructure to be constructed on the Land to enable Recycled Water to be supplied to the Land or any part of the Land.
- 1.2.14 **EPA** means the Environment Protection Authority constituted under the *Environment Protection Act 1993*.
- 1.2.15 **Force Majeure Event** means an event beyond the reasonable control of the Parties which precludes a Party from observing or performing on time an obligation under this Deed. Such circumstances include but are not limited to:
- 1.2.15.1 pollution events and failure or unsuitability of the aquifer system;
  - 1.2.15.2 acts of God, lightning strikes, earthquakes, floods, storms, droughts, explosions, fires and any natural disaster; and
  - 1.2.15.3 acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution.
- 1.2.16 **Land** includes any part or parts of the Land.
- 1.2.17 **Mains Water** means potable water as may be supplied by SA Water.
- 1.2.18 **Qualified Certifier** means an independent certifier who holds an unrestricted licence as a plumber under the *Plumbers, Gasfitters and Electricians Act 1995*, or such other qualifications as the Council may from time to time direct in its absolute discretion.
- 1.2.19 **Recycled Water** means non-potable reclaimed, recycled or reused water having a quality of not less than Class A recycled water under the South Australian Reclaimed Water Guidelines, including (but not limited to) recycled stormwater, recycled effluent, native groundwater, potable water or rain water, or any combination of these as may be more specifically described in a Water Supply Agreement.
- 1.2.20 **Recycled Water Guide** means the Recycled Water Guide published by City of Charles Sturt and dated 2013, a copy of which is Annexure A, including any later or substituted version of that publication current at any time.
- 1.2.21 **South Australian Reclaimed Water Guidelines** means the Guidelines of that title published by the DHS and EPA in 1999 and any subsequent edition of those Guidelines or any guidelines or standards published or adopted by the EPA for the time being in substitution for those Guidelines.
- 1.2.22 **Water Supply Agreement** means the agreement between the Council or Distribution Agent and the owner of each individual allotment created on the Land by the proposed Development for the supply of Recycled Water by the Council or Distribution Agent on terms and at price or rate to be determined in accordance with the Council's or

Distribution Agent's standard Recycled Water supply terms in place at the relevant time.

- 1.2.23 **Year** means a period of twelve (12) calendar months commencing on 1 July in any year and ending on 30 June of the following year.
- 1.2.24 Words and phrases used in this Deed which are defined in the Act or in the Regulations made under the Act have the meanings ascribed to them by the Act or the Regulations as the case may be.
- 1.2.25 References to any statute or subordinate legislation include all statutes and subordinate legislation amending consolidating or replacing the statute or subordinate legislation referred to.
- 1.2.26 The term **Owner** where the Owner is a company includes its successors, assigns and transferees and where the Owner is a person, includes his heirs, executors, administrators and transferees and where the Owner consists of more than one person or company the term includes each and every one or more of such persons or companies jointly and each of them severally and their respective successors, assigns, heirs, executors, administrators and transferees of the companies or persons being registered or entitled to be registered as the proprietor of an estate in fee simple to the Land or to each and every one of all separate Allotments into which the Land may be divided after the date of this Deed, and in relation to any common property created by a community division, the relevant Community Corporation.
- 1.2.27 The term **person** includes a corporate body.
- 1.2.28 Any term which is defined in the statement of the names and descriptions of the Parties or in the Backgrounds has the meaning there defined.
- 1.2.29 Words importing the singular number or plural number are deemed to include the plural number and the singular number respectively.
- 1.2.30 Words importing any gender include every gender.
- 1.2.31 Where two or more persons are bound hereunder to observe or perform any obligation or agreement whether express or implied then they are to be bound jointly and each of them severally.
- 1.3 Clause headings are provided for reference purposes only and are not to be resorted to in the interpretation of this Deed.
- 1.4 The requirements of this Deed are at all times to be construed as additional to the requirements of the Act and any other legislation affecting the Land.

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

### 2.1 **Installation of Dual Reticulation Works**

The Owner must ensure that the Dual Reticulation Works are installed on the Land and ensure that the Land and each building and structure on the Land (as



reasonably required by the Council), is connected to the Council's Infrastructure or, if the Council's Infrastructure is not installed, able to be connected to the Council's Infrastructure at the Boundary Access Point of the relevant Allotment; or where the Council has made a requirement under clause 2.3.2, through the Boundary Access Point of the community parcel of which the Allotment is part.

## **2.2 Interim supply of water**

- 2.2.1 The Owner acknowledges that Recycled Water may not be available for supply to the Land through the Dual Reticulation Works until some time after the Owner is required to install the Dual Reticulation Works. In that case the Council may by notice in writing to the Owner, require the Allotment Infrastructure to be connected to the Mains Water supply system on the Land in such a manner as the Council directs in the notice.
- 2.2.2 The Owner must ensure at the Owner's expense in all things that:
- 2.2.2.1 the Allotment Infrastructure is installed, or if already installed are adapted to the satisfaction of the Council so that it complies with a notice given under clause 2.2.1; and
- 2.2.2.2 the Allotment Infrastructure is not connected or reconnected to the Council's Infrastructure until the Council gives a notice under clause 2.2.3.
- 2.2.3 When Recycled Water becomes available for supply to the Land through the Council's Infrastructure, the Council may give a further notice to the Owner requiring the Owner to disconnect the Allotment Infrastructure from the Mains Water supply system and to connect the Allotment Infrastructure to the supply of Recycled Water in such manner as the Council directs in the notice.
- 2.2.4 The Owner must, at the Owner's expense and to the satisfaction of the Council, comply with a notice given under clause 2.2.3 within twenty eight (28) days after the date on which the notice was given to the Owner.

## **2.3 Standard of construction of Dual Reticulation Works**

- 2.3.1 Subject to clauses 2.2.1 and 2.2.2, the Owner must ensure that the Dual Reticulation Works are constructed so that:
- 2.3.1.1 the Dual Reticulation Works are in accordance with all relevant statutory consents or approvals;
- 2.3.1.2 the Dual Reticulation Works comply with the Design and Construction Standards;
- 2.3.1.3 all pipes and fittings used for the purposes of the Dual Reticulation Works are marked in accordance and authorised or approved under the National Construction Code Volume 3 (Plumbing Code of Australia) as enacted in

Sections 66 and 67 of the Water Industry Act and relevant plumbing standards as published 18 December 2012;

- 2.3.1.4 a meter for the supply of Recycled Water is installed at each Boundary Access Point and is separate from the meter for Mains Water;
  - 2.3.1.5 an appropriate backflow prevention device is installed; and
  - 2.3.1.6 all piping, pipe sleeves, taps, outlets and sprinkler heads through which Recycled Water is to be supplied must be coloured purple in accordance with Australian Standard AS2700 and provided with signage which states 'warning recycled water do not drink' in accordance with Australian Standard AS1345.
- 2.3.2 In the case of a Community Parcel, the Council may, if it reasonably considers it appropriate in the circumstances to do so, require a single meter for the supply of Recycled Water to the Community Parcel to be located at the Boundary Access Point of the Community Parcel. The Owner acknowledges that in such a case, the individual Allotments and (if required) the common property comprised in the Community Parcel must then be supplied by the Community Corporation under arrangements to be determined by the Community Corporation.
- 2.3.3 The Owner acknowledges that any meter for Recycled Water installed at the Boundary Access Point of an Allotment or Community Parcel will be and remain the property of the Council.
- 2.3.4 The Owner must ensure that any meter for Recycled Water installed at the Boundary Access Point of an Allotment or Community Parcel will be at all times readily accessible to the Council and any Distribution Agent for the purpose of inspecting or reading the meter.
- 2.3.5 Subject to any requirement of a notice given by the Council under this clause, the Owner in relation to any Allotment Infrastructure must comply with the Recycled Water Guide.
- 2.3.6 The Owner must obtain the prior written approval of the Council to the existing or proposed design, construction and installation of any Allotment Infrastructure. The Owner must comply with reasonable requests for information by the Council or any third Party authorised by the Council about the Allotment Infrastructure.
- 2.4 **Commissioning, Repair and maintenance of Dual Reticulation Works**
- 2.4.1 The Owner must ensure that any Allotment Infrastructure is commissioned before use in accordance with the procedures set out in the Recycled Water Guide.
  - 2.4.2 The Owner must repair, maintain and if necessary replace the Allotment Infrastructure to a good quality standard or as otherwise reasonably directed by the Council, a third Party or by law or regulations and otherwise to comply with any of the requirements of



any government authority, including but not limited to the EPA, or the DHS.

## 2.5 **Periodic audit of Dual Reticulation Works**

- 2.5.1 Subject to clause 2.5.2 the Owner in relation to any Allotment Infrastructure must on or before 30 June in any year, if the Council has directed the Owner to do so by a notice in writing, provide the Council at the Owner's expense with an Audit Certificate in relation to that Allotment Infrastructure.
- 2.5.2 A direction by the Council under clause 2.5.1:
- 2.5.2.1 must be made by no later than 31 March of the year in which it is given; and
- 2.5.2.2 May not be given more than once in any five (5) year period following the giving of a previous direction under this clause in relation to the same Allotment.
- 2.5.3 In addition to any obligation to provide an Audit Certificate under clause 2.5.1, an Owner must, within three (3) calendar months after the Owner has become or is entitled to become the Owner of an Allotment, provide at the Owner's expense an Audit Certificate to the Council in relation to the Allotment Infrastructure on that Allotment.
- 2.5.4 Without derogating from any of the Owner's obligations under this clause 2, if an audit under this clause 2.5 discloses that the Allotment Infrastructure is in any respect not technically sound and in a fit and proper working order and suitable to receive Recycled Water the Owner must, at the Owner's expense and to the satisfaction of the Council cause such works or actions to be undertaken that are required to repair, maintain, make good or modify the Allotment Infrastructure so that the Allotment Infrastructure is technically sound and in a fit and proper working order and suitable to receive Recycled Water.

## 2.6 **Modification or alteration**

The Owner must not modify or alter any of the Dual Reticulation Works without obtaining the prior written approval of the Council.

## 2.7 **Supply of Recycled Water**

- 2.7.1 Subject to completion of the installation of the Council's Infrastructure and to any notice given under clause 2.2.1, the Owner must ensure that the Allotment Infrastructure is connected such that in relation to any Allotment or (where it is connected to the Council's Infrastructure) any common property,
- 2.7.1.1 Recycled Water is supplied:
- (a) to not less than one toilet (referred to as a water closet in the current wording of the Building Rules); and

- (b) to an external garden tap for garden use purposes; or
- (c) otherwise as required by any relevant authorisation under the Act; and

2.7.1.2 no cross-connection occurs between the supply of Recycled Water and Mains Water.

## 2.8 Council's rights of entry onto land

2.8.1 The Owner allows the Council, or a third Party authorised by the Council, to enter the Land for such reasonable purposes specified by the Council, including but not limited to the following purposes:

2.8.1.1 to conduct readings of the meter installed at a Boundary Access Point for the supply of Recycled Water;

2.8.1.2 to the extent reasonably necessary to carry out maintenance or up-grade works relating to the Council's Infrastructure; and

2.8.1.3 to carry out emergency procedures relating to the Council's Infrastructure, or the Allotment Infrastructure.

## 2.9 Recycled Water Supply Agreement & Recycled Water Customer Service Charter

2.9.1 The Owner will enter into a Water Supply Agreement with the Council or with such Distribution Agent as the Council directs and will pay the Council or, where the Council so directs, the Distribution Agent for the supply of Recycled Water at the rate applicable under the relevant Water Supply Agreement.

2.9.2 The Council has drafted a Recycled Water Customer Service Charter (Charter) which outlines the standards and conditions of service and supply as they relate to Recycled Water provided under the Recycled Water Service Agreement. The Charter can be amended by the Council from time to time with the sanction of ESCOSA.

## 2.10 Additional Allotments

Where any development of the Land undertaken at any time involves the creation of any additional Allotment that must be connected to the Council's Infrastructure under clause 2.1, the Owner will pay to the Council any costs and expenses reasonably incurred by the Council for the purpose of connecting the additional Allotment to the Council's Infrastructure.

## 3. COUNCIL'S OBLIGATIONS

3.1 Subject to clauses 2.2.1 and 2.2.2, the Council must procure the supply, through the Council's Infrastructure, of Recycled Water to the Boundary Access Point subject to the Council's terms for the supply of Recycled Water.

3.2 The Council may supply Recycled Water to a Distribution Agent for supply by the Distribution Agent to the Owner on the terms and conditions set out in a

Water Supply Agreement to be entered into between the Distribution Agent and the Owner.

**4. ALLOTMENT INFRASTRUCTURE**

- 4.1 Subject to clause 4.2, any Allotment Infrastructure will only be taken to have been completed for the purposes of this Deed when:
- 4.1.1 the Allotment Infrastructure has been connected to the Council's Infrastructure and there is no connection between the Allotment Infrastructure and the Mains Water supply; and
  - 4.1.2 the Owner has given written notice to the Council that the Allotment Infrastructure has been completed together with a Certificate of Completion.
- 4.2 A Certificate of Completion is only required once the Allotment Infrastructure is connected or, if the Allotment Infrastructure is disconnected from the Council's Infrastructure at any time, is reconnected to the Council's Infrastructure at the Boundary Access Point.

**5. COUNCIL'S POWERS OF ENTRY, ETC**

- 5.1 The Council and any employee or agent of the Council authorised by the Council may at any reasonable time and (except in the case of an emergency) on the giving of reasonable notice enter the Land for the purpose of:
- 5.1.1 inspecting the Allotment Infrastructure thereupon; and
  - 5.1.2 exercising any other powers of the Council under this Deed.
- 5.2 Clause 5.1 is additional to, and does not derogate from any powers conferred on the Council or an authorised officer of the Council by or under any Statute.
- 5.3 If the Owner is in breach of any provision of this Deed, the Council may, by notice in writing served on the Owner, specify the nature of the breach and require the Owner to remedy the breach within such time as may be nominated by the Council in the notice (being not less than twenty eight (28) days from the date of service of the notice) and if the Owner fails so to remedy the breach, the Council or its servants or agents may carry out the requirements of the notice and in doing so may enter and perform any necessary works upon the Land and recover any costs thereby incurred from the Owner.
- 5.4 The Council may delegate any of its powers under this Deed to any person or authorise any other person to exercise those powers on the Council's behalf.

**6. FORCE MAJEURE**

- 6.1 If a Force Majeure Event causes delay or failure by a Party to perform its obligations under this Deed:

- 6.1.1 neither Party will be liable for such delay or failure; and
  - 6.1.2 all obligations of a Party under this Deed will be suspended until the Force Majeure Event ceases to apply.
- 6.2 A Party which is, by reason of a Force Majeure Event, unable to perform any obligation or condition required by this Deed must:
- 6.2.1 notify the other Party as soon as possible giving:
    - 6.2.1.1 reasonably full particulars of the event or circumstance of the Force Majeure Event;
    - 6.2.1.2 the date of commencement of the Force Majeure Event and an estimate of the period of time required to enable it to resume full performance of its obligations; and
    - 6.2.1.3 where possible, the means proposed to be adopted to remedy or abate the Force Majeure Event;
  - 6.2.2 use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure Event as soon as possible;
  - 6.2.3 resume performance as soon as possible after termination of the Force Majeure Event or after the Force Majeure Event has abated to an extent which permits resumption of performance;
  - 6.2.4 notify the other Party when the Force Majeure Event has terminated or abated to an extent which permits resumption of performance to occur; and
  - 6.2.5 notify the other Party when resumption of performance has occurred.

## 7. **VARIATION AND WAIVER**

- 7.1 This Deed may not be varied except by a supplementary Deed signed by the Council and the Owner.
- 7.2 The Council may waive compliance by the Owner with the whole or any part of the obligations on the Owner's part herein contained provided that no such waiver is effective unless expressed in writing and signed by the Council.

## 8. **NOTICES**

Notice shall for the purposes of this Deed be properly served on the Owner if it is:

- 8.1 posted to the Owner's last address known to the Council; and
- 8.2 where the South Australian Jockey Club Incorporated is the Owner, a copy of the notice is also posted to the Developer at the Developer's address last known to the Council; or
- 8.3 if the Owner's address is not known to or reasonably ascertainable by the Council, affixed in a prominent position on the Land.



**9. COSTS**

- 9.1 The Council agrees to bear its own costs in relation to the preparation and negotiation of this Deed.
- 9.2 The Owner agrees to bear its own costs in relation to the preparation and negotiation of this Deed and all costs and expenses associated with the noting of this Deed.

**10. NOTING OF DEED**

Each Party must do and execute all such acts documents and things as are necessary to ensure that as soon as is possible after the execution of this Deed by all necessary Parties this Deed is noted on the Certificate of Title for the Land under section 57(5) of the Act.

**11. GOVERNING LAW**

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

**12. GENERAL PROVISIONS**

- 12.1 If any provision of this Deed is found by a court of competent jurisdiction to be invalid or unenforceable in law then and in such case the Parties hereby request and direct such court to sever such provision from this Deed.
- 12.2 This Deed contains the whole agreement between the Parties in respect of the matters referred to in it.

**EXECUTED** as a Deed

**THE COMMON SEAL** of  
**CITY OF CHARLES STURT** was  
hereunto affixed in the presence of:

)  
)  
)



*[Handwritten signature]*  
.....

*[Handwritten signature]*  
.....

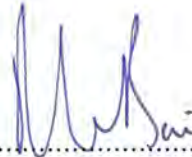
Mayor

Chief Executive Officer

Executed by **SOUTH AUSTRALIAN  
JOCKEY CLUB INCORPORATED** by its  
attorneys on the 18 day of  
NOVEMBER 2013.

Rob Bau

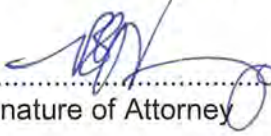
.....  
Name of Attorney



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Signature of Attorney

BRIAN VRGO

.....  
Name of Attorney



.....  
Signature of Attorney

Pursuant to Registered Power of Attorney  
11537283 which has been delegated by  
Registered Power of Attorney 11883267  
in the absence of notification of the revocation  
of such power and in the presence of:



.....  
Signature of Witness

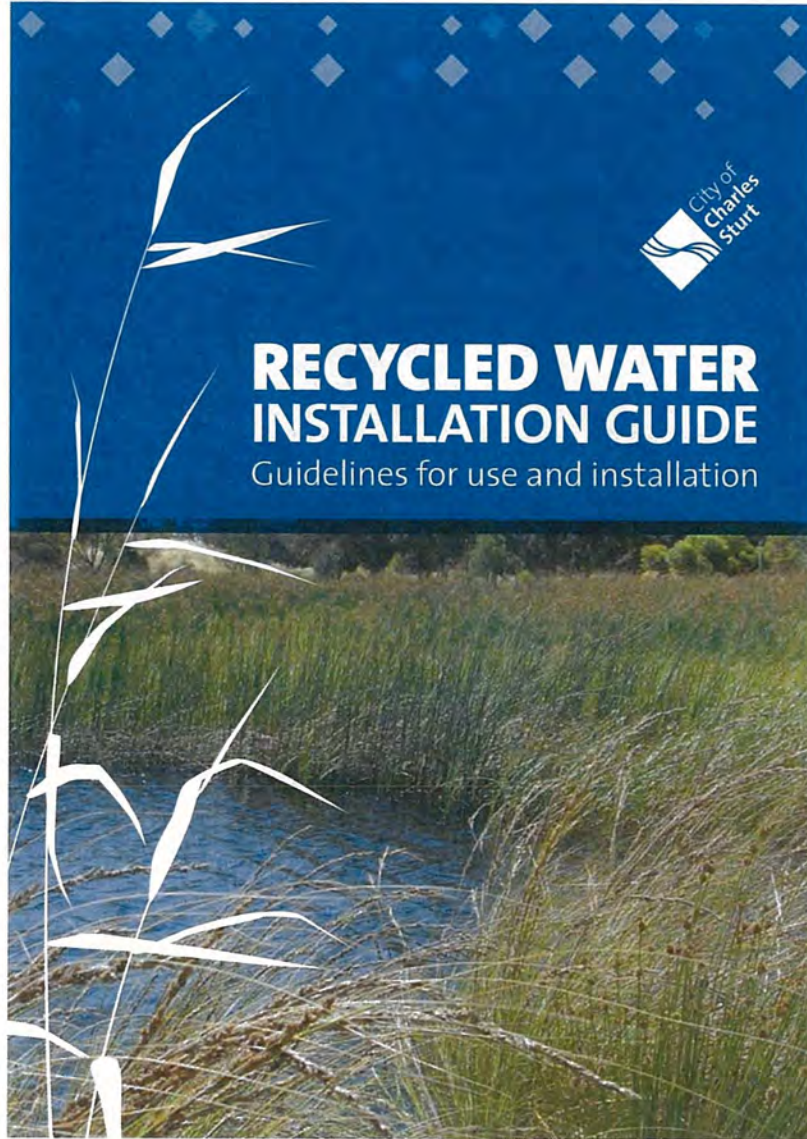
Louise Gleeson

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Name of Witness

Business Hours Ph 8349 1600



**Annexure A    Recycled Water Installation Guide (City of Charles Sturt)**





## Contents

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\*Specific information for  
installing plumber.

## Services

This recycled water guide has been made available for plumbers conducting recycled water plumbing installations within the City of Charles Sturt and property owners connecting to the recycled water network.

The guide aims to ensure proper installation of the recycled water service and

a clear guide for the uses of Charles Sturt recycled water.

This guide will also assist householders and residents to understand the identified uses for Charles Sturt recycled water within their homes.

All recycled water plumbing installations must comply with AS/NZS 3500 and be performed by licensed

registered plumbing contractors.

Charles Sturt would like to acknowledge the assistance of SA Water, City of Salisbury, the Department of Health, the Plumbing Industry Commission of Victoria and the Plumbing Industry of SA in the preparation of this guide.



This image was reprinted from the Recycled Water Plumbing Guide Publication on SA Water website [www.sawater.com.au](http://www.sawater.com.au), published in April 2006 and located on Page 4, with permission of SA Water.



## Information



The collection, treatment, storage and distribution of recycled stormwater is a new initiative for Charles Sturt. Recycled water will assist the city in becoming more water efficient, reducing the cities reliance on the Murray Darling basin, stopping the pollution of local marine estuaries and ensuring green open spaces for residents.

Recycled water is defined as any non-potable reclaimed, recycled or reused water. This may include recycled stormwater, native groundwater or any combination of these waters.

Charles Sturt recycled water has been treated to a standard satisfactory to the identified uses in this information guide (page 13).

Recycled water must be managed differently to drinking water.

The objective of this guideline is to ensure

correct identification, installation and auditing of the recycled water system to ensure no accidental interconnection of drinking water services to recycled water services.

Recycled Water services can only be connected to supply recycled water to toilets, outdoor garden taps and irrigation systems.

Plumbers will be required to notify the Office of Technical Regulator at the completion of Stages 1 & 2 of system installation. Plumbers will also be required to provide a Certificate of Compliance to property owners, Council and the Office of Technical Regulator within 7 days of installation being completed.



## Charles Sturt Recycled Water Mains

Recycled water is delivered to the City through a system of dedicated mains systems. The system is clearly identified by its purple or lilac colour.

A recycled water connection can be provided to a property by the property owner/plumber/ builder lodging an application for recycled water connection with Council. This application can be found on our website at [www.charlessturt.sa.gov.au](http://www.charlessturt.sa.gov.au)

or can be collected from Councils office.

A separate application must be made to SA Water for a drinking water supply connection.

### Water Pressure

The water pressure available through the dedicated recycled water mains is slightly less than that provided by the drinking water mains. This may affect irrigation systems and should be

considered when designing any irrigation systems for a property.

### From main to meter

Two water services pipes will enter the property.

The service for recycled water will be easily identifiable by the purple/ lilac colour. All pipework must be coloured in accordance with AS2700, being no darker than P24 jacaranda or P12 purple and no lighter than P23 lilac.





## Water Meter Assemblies

Council will install a purple, above ground water meter at the property. This will connect to the recycled water service installed to the property boundary by the installing plumber.

Components of the recycled water meter are different to those of the drinking water meter to prevent interchange of meters.

Metered drinking water supplies greater than 20mm will require an approved backflow prevention device installed by the plumbing contractor.

A dual check valve will be provided by SA Water as



This image was reprinted from the Recycled Water Household Guide Publication on the SA Water website [www.sawater.com.au](http://www.sawater.com.au) and located on Page 5 with permission of SA Water.

part of the 20mm drinking water meter assembly, this dual check valve is to remain visible and accessible and must be in place before the final commissioning of the recycled water system.

The recycled water service will be locked into the closed position until Council have completed the final cross

connection audit to the property to ensure correct installation of the recycled water service.

The installing plumber must be present at the final cross connection audit inspection conducted by Council.

Any alteration to existing recycled water connections requires approval by Council.

## Approved Products

Only products certified by the Australian Building Codes Board under Watermark certification are permitted to be used for recycled water services connected to the Charles Sturt recycled water network.

Pipes used in construction, and to be connected to the recycled water network must be clearly and permanently identified 'Recycled Water – DO NOT DRINK' and coloured in accordance with AS2700, being no darker than P24



jacaranda or P12 purple and no lighter than P23 lilac. External metallic stand pipes must also be coloured as above.

## On the Property



The plumber is required to provide to Council, property owner and Office of Technical Regulator, a Certificate of Compliance detailing works and testing conducted on the recycled water system. Certificates of Compliance must be forwarded to the relevant parties within 7 days of the works being completed.

Under no circumstances is there to be interconnection between the recycled water service and the drinking water service.

All plumbing work within the property, including recycled water plumbing, is to be undertaken by a licensed/registered plumber and notified to the Office of Technical Regulator for auditing.

All pipework and products used in the installation of recycled water services shall comply with Section 2 of AS/NZS 3500.1 2003.

Where pipes are not integrally coloured purple, identification may be achieved by means of close fitting durable purple coloured sleeving, netting or spirally wrapped tape.

All recycled water pipes, pipe sleeves and identification tapes and outlets shall be purple and be marked with the following: RECYCLED OR RECLAIMED WATER – DO NOT DRINK.

All buried pipes must have identification tape installed on top of the recycled water pipe, running longitudinally and fastened to the pipe at not more than 3 metre intervals. This identification

tape is designed to ensure safety when digging in the vicinity of recycled water pipes to prevent rupture.

External hose tap outlets shall comply with the following:

- They shall be clearly marked with either a warning sign or prohibition sign in accordance with AS1319.
- They shall be of a type that has a removable handle except where the outlet is installed 15200mm or more above finished surface level.
- They shall be coloured, powder coated purple

All other installation requirements of Section 5 AS/NZS3500.1 Installation of Cold Water Services also apply.



## Commissioning & Auditing of System



It is the responsibility of the installing plumber to contact the Office of Technical Regulator on 1300 884 055 to book an audit inspection for stage 1 and 2 of the commissioning and installation process prior to handover and use by the property owner/occupants. Stage 3 (final fix) auditing inspections will be conducted by Council prior to a purple meter being commissioned for supply

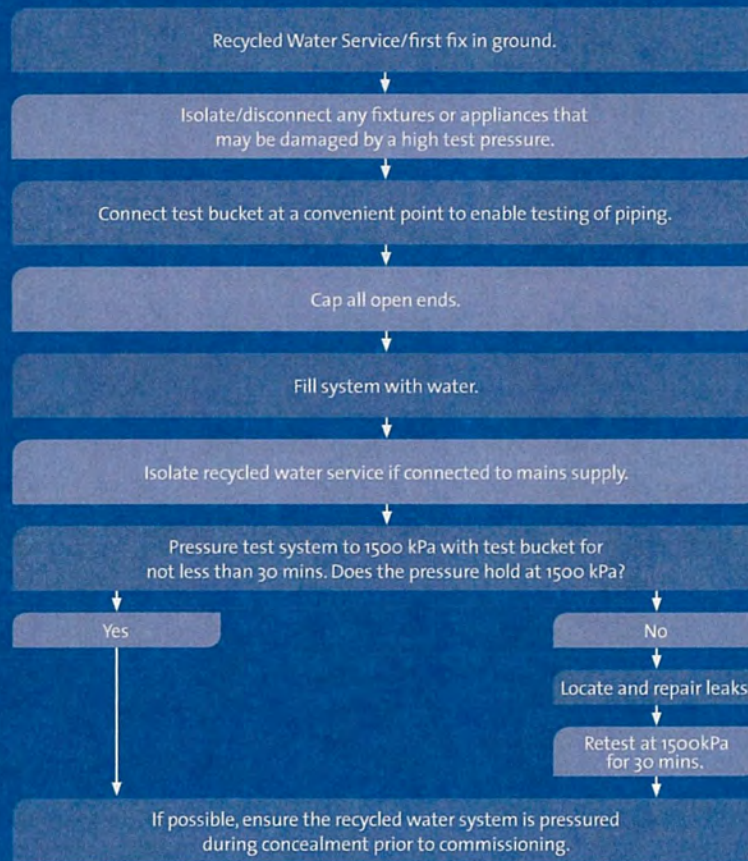
of recycled water. The installing plumber must contact Council on 8408 1829 to book this inspection. The pipework must be visible at each stage for inspection. The following commissioning process must be followed and clearly detailed in the Certificate of Compliance issued by the installing plumber.

The plumbing contractor must be present at the time of the final fix auditing inspection. Upon successful completion of the auditing and commissioning process Council will place a purple Recycled Water Label on the inside of the electricity box. This label will serve to remind the property owner and occupants of the next date for cross connection auditing.



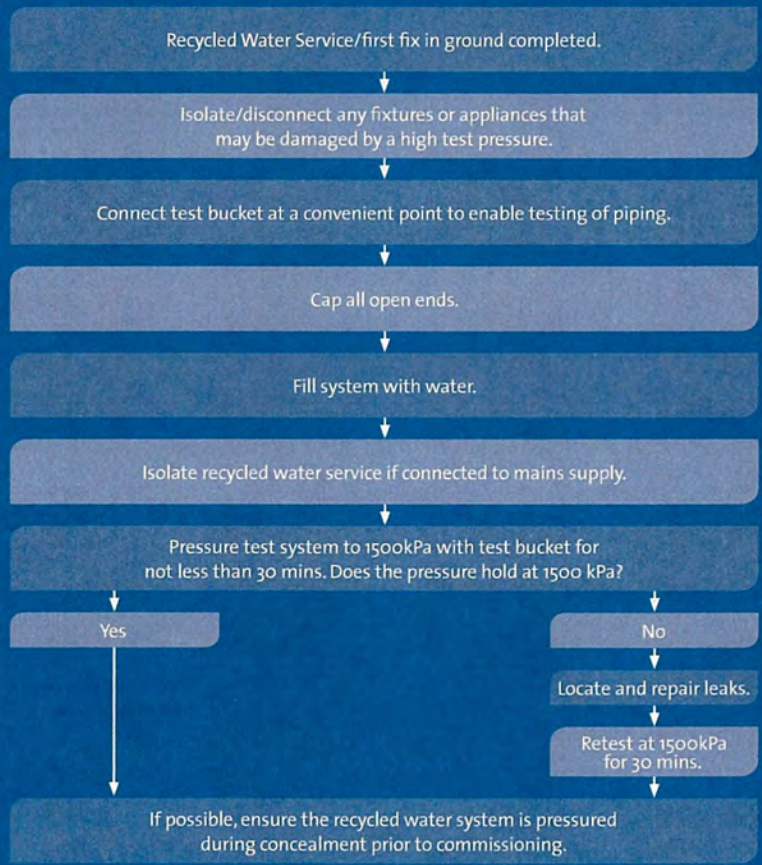
## Stage 1

### COMMISSIONING THE RECYCLED WATER SYSTEM FIRST FIX INGROUND



## Stage 2

### COMMISSIONING THE RECYCLED WATER SYSTEM FIRST FIX IN WALL



### Stage 3

#### COMMISSIONING THE RECYCLED WATER SYSTEM FINAL FIX

Turn off all drinking water supply to the property at the drinking water meter.  
Turn on the recycled water supply and leave to remain on.

Turn on all sink, laundry trough, washing machine, bath, shower and hand basin taps one by one. All taps should run dry after a short time.

After all taps have run dry flush all toilets. Toilets should refill as normal if connected to recycled water supply.

Turn on all outside taps. External drinking water taps, if any, should run dry after a short time. Taps that continue to run are connected to recycled water and must be coloured purple and have appropriate warning signs attached.

To check internal appliances such as washing machines and dishwashers, turn off the recycled water main supply and turn the drinking water main supply on. Run the recycled water supply dry using an external tap.

Turn on all internal/external appliances. If they do not run they have been incorrectly connected to the recycled water supply.

Turn on recycled water main supply at the meter. Slowly turn on the recycled water tap furthest from the recycled water meter to allow air to be purged from the pipeline while line is recharging.







## What can recycled water be used for?

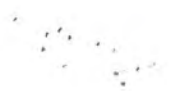


**Recycled water CAN be used to:**

- Flush toilets (this consumes approximately 11% of household usage)
- Washing cars
- Watering gardens
- Filling ornamental ponds (without fish)

**Recycled water MUST NOT be used for:**

- Drinking (human or animal consumption)
- Cooking or other kitchen purposes
- Personal washing, such as baths, showers, hand basins and bidets.
- Evaporative coolers
- Clothes washing
- Indoor household cleaning
- Swimming pools and spas
- Recreation activities involving water contact (ie children playing under sprinkler)
- Washing companion animals



## Who do I call if I have an emergency with my recycled water connections?

If the problem exists on the property side of the meter you should contact a licensed/registered plumber to resolve any plumbing problems.

If the problem exists at the meter or on Councils side of the meter, please contact Council on 8408 1111.

If you experience any issues with your drinking water supply, please contact SA Water on 1300 650 950.

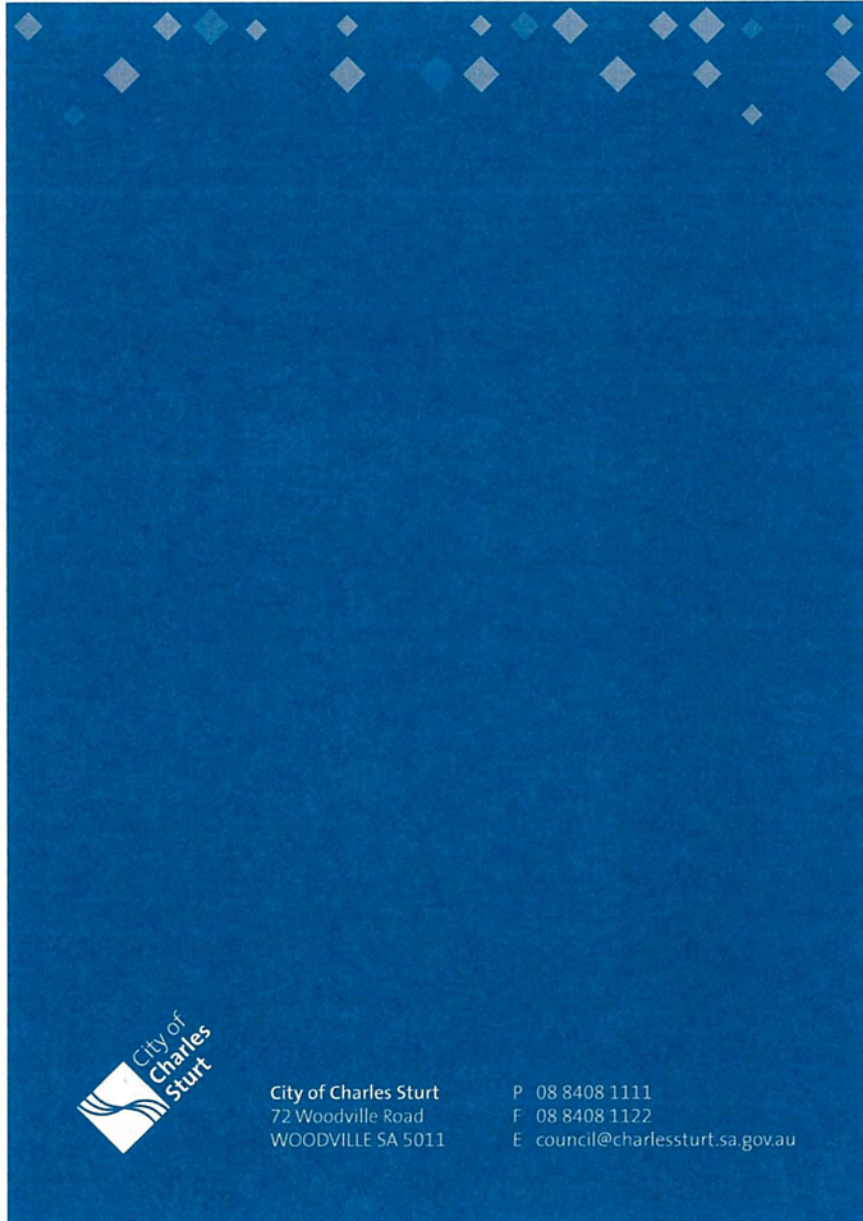






Where  
can I find  
more  
information  
about  
recycled  
water?

Department of Health	<a href="http://www.health.sa.gov.au">www.health.sa.gov.au</a>	08 8226 6000
Environmental Protection Authority	<a href="http://www.epa.sa.gov.au">www.epa.sa.gov.au</a>	08 8204 2004
Plumbing Industry of South Australia	<a href="http://www.piasa.com.au">www.piasa.com.au</a>	08 8292 4000
Department of Environment, Water and Natural Resource	<a href="http://www.environment.sa.gov.au">www.environment.sa.gov.au</a>	08 8204 1910
Essential Services Commission of South Australia	<a href="http://www.escosa.sa.gov.au">www.escosa.sa.gov.au</a>	1800 633 592
Energy & Water Ombudsman		1800 665 165



City of Charles Sturt  
72 Woodville Road  
WOODVILLE SA 5011

P 08 8408 1111  
F 08 8408 1122  
E [council@charlessturt.sa.gov.au](mailto:council@charlessturt.sa.gov.au)



## Annexure B Office of the Technical Regulator – Plumbing Solutions – Plumbing Certificates of Compliance

Office of the Technical Regulator

# Plumbing Solutions

Edition 20 - Plumbing Certificates of Compliance

The plumbing certificate of compliance is to be used by the plumbing industry to verify that plumbing and equipment (including water services, sanitary plumbing and drainage systems), complies with the Water Industry Act 2012 and/or the Public and Environmental Health Act 1987 including regulations and standards as applicable, and that the work falls within the terms of the plumbing contractor's licence and the plumbing worker's registration.

### Issuing plumbing certificates of compliance

The certificates are legal documents required under the Water Industry Act 2012.

Correctly completed certificates of compliance benefit plumbing contractors and plumbing workers by enabling them to:

- Certify that the plumbing work and equipment as documented on the certificate, complies with the requirements under the Water Industry Act 2012.
- Specify exactly what plumbing work has been carried out to distinguish it from work done by others. This is invaluable if they are called on to account for work if there is a subsequent incident or claim.
- Assures the customer that the plumber is licensed or registered to perform the work that they have completed.

Only people with an appropriate licence or registration can legally fill out the relevant parts of a plumbing certificate of compliance. Refer to the Plumbers, Gas Fitters and Electricians Act 1995 for details about the requirements for a person to hold an appropriate licence or registration.

### Distribution of plumbing certificates of compliance

Certificates of compliance books contain 50 certificates in quadruplicate.

#### Copy 1 - Original – Office of the Technical Regulator copy

This should be provided to the Office of the Technical Regulator within seven days of completion of the work.

#### Copy 2 – Customers Copy

The second copy is to be provided to the owner/occupier of the property on which the plumbing work was carried out within seven days of completion of the work.

#### Copy 3 – Council /Department for Health and Ageing (DHA) copy

The third copy is to be provided to the relevant council or the DHA as applicable within 28 days of completion of the work.

#### Copy 4- The Plumbing contractors copy

The fourth copy must be retained by the licensed plumbing contractor for not less than five years.

Contractors may be required to show this copy as part of a technical and safety audit by the Office of the Technical Regulator.

Web: [www.sa.gov.au/otrplumbing](http://www.sa.gov.au/otrplumbing)  
Phone: 1300 760 311  
Email: [otr.plumbregulator@sa.gov.au](mailto:otr.plumbregulator@sa.gov.au)



Government of  
South Australia



## Penalties for non-issue of a plumbing certificate of compliance

Penalties for the non-issue of plumbing certificate of compliance include warnings, expiation notices, disciplinary interviews, and potential legal action under the Water Industry Act 2012.

## Where to get plumbing certificates of compliance books

Books of plumbing certificates of compliance are available to licensed plumbing contractors and can be obtained in person from the following outlets:

### Service SA Customer Service Centres

#### ADELAIDE

EDS Building  
108 North Terrace  
Adelaide SA 5000

#### BERRI

29 Vaughan Terrace  
Berri SA 5343

#### CHRISTIES BEACH

111 Beach Road  
Christies Beach SA 5165

#### ELIZABETH

Shop 42 North Mall  
Elizabeth Shopping Centre  
Playford Boulevard  
Elizabeth SA 5112

#### GAWLER

Northern Market Shopping Centre  
Corner Murray and Cowan Streets  
Gawler SA 5118

#### KADINA

10 Digby Street  
Kadina SA 5554

#### MARION

483 Morphett Road  
Oaklands Park SA 5046

#### MITCHAM

15 –17 Princes Road  
Torrens Park SA 5062

#### MODBURY

116 Reservoir Road  
Modbury SA 5092

#### MOUNT GAMBIER

11 Helen Street  
Mount Gambier SA 5290

#### MURRAY BRIDGE

19 Seventh Street  
Murray Bridge SA 5253

#### NARACOORTE

14 Butler Terrace  
Naracoorte SA 5271

#### PORT ADELAIDE

64 Dale Street  
Port Adelaide SA 5015

#### PORT AUGUSTA

9 Mackay Street  
Port Augusta SA 5700

#### PORT LINCOLN

73–75 Tasman Terrace  
Port Lincoln SA 5606

#### PORT PIRIE

Shop 7-8 Flinders Arcade  
72-80 Ellen Street  
Port Pirie SA 5540

#### PROSPECT

North Park Shopping Centre  
264 Main North Road  
Prospect SA 5082

#### REGENCY PARK

13 Kateena Street  
Regency Park SA 5010

#### TRANMERE

172 Glynburn Road  
Tranmere SA 5073

#### WHYALLA

171 Nicolson Avenue  
Whyalla Norrie SA 5608

### More information

If you would like additional copies of this or other issues of Plumbing Solutions, please visit the Office of the Technical Regulator (OTR) website [www.sa.gov.au/otrplumbing](http://www.sa.gov.au/otrplumbing) and follow the links.

We welcome your feedback. If you have any comments about Plumbing Solutions, or wish to suggest some topics to be covered in future editions please send us an email to [otr.plumbregulator@sa.gov.au](mailto:otr.plumbregulator@sa.gov.au)

**DATED**

**2013**

**BETWEEN:**

**CITY OF CHARLES STURT**

Council

**AND**

**SOUTH AUSTRALIAN JOCKEY CLUB INCORPORATED**

Owner

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**LAND MANAGEMENT AGREEMENT  
BY DEED**

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**NORMAN WATERHOUSE**

Lawyers

Level 15

45 Pirie Street

ADELAIDE SA 5000

Telephone: 08 8210 1200



Environment Protection Authority  
 GPO Box 2607 Adelaide SA 5001  
 211 Victoria Square Adelaide SA 5000  
 T (08) 8204 2004  
 Country areas 1800 623 445

Receipt No : 0002632349  
 Admin No : 125813 (89861)

First Paige Form 1  
 PO Box 2209  
 SOUTH PLYMPTON SA 5038

Contact: Section 7  
 Telephone: (08) 8204 2026  
 Email: epasection7@sa.gov.au

Contact: Public Register  
 Telephone: (08) 8204 9128  
 Email: epa.publicregister@sa.gov.au

11 December, 2024

### **EPA STATEMENT TO FORM 1 - CONTRACTS FOR SALE OF LAND OR BUSINESS**

The EPA provides this statement to assist the vendor meet its obligations under section 7(1)(b) of the *Land and Business (Sale and Conveyancing) Act 1994*. A response to the questions prescribed in Schedule 1-Contracts for sale of land or business-forms (Divisions 1 and 2) of the *Land and Business (Sale and Conveyancing) Act 1994* is provided in relation to the land.

I refer to your enquiry concerning the parcel of land comprised in

Title Reference CT Volume 6283 Folio 846  
 Address 6C Hill Smith Boulevard, ST CLAIR SA 5011

#### **Schedule – Division 1 – *Land and Business (Sale and Conveyancing) Regulations 2010***

#### **PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND**

##### **8. *Environment Protection Act 1993***

Does the EPA hold any of the following details relating to the *Environment Protection Act 1993*:

8.1	Section 59 - Environment performance agreement that is registered in relation to the land.	NO
8.2	Section 93 - Environment protection order that is registered in relation to the land.	NO
8.3	Section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land.	NO
8.4	Section 99 - Clean-up order that is registered in relation to the land.	NO
8.5	Section 100 - Clean-up authorisation that is registered in relation to the land.	NO
8.6	Section 103H - Site contamination assessment order that is registered in relation to the land.	NO
8.7	Section 103J - Site remediation order that is registered in relation to the land.	NO

- |      |  |    |
|------|--|----|
| 8.8  | Section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination). | NO |
| 8.9  | Section 103P - Notation of site contamination audit report in relation to the land.  | NO |
| 8.10 | Section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land.                | NO |

**Schedule – Division 2 – Land and Business (Sale and Conveyancing) Regulations 2010**

**PARTICULARS RELATING TO ENVIRONMENT PROTECTION**

**3-Licences and exemptions recorded by EPA in public register**

Does the EPA hold any of the following details in the public register:

- |    |   |            |
|----|---|------------|
| a) | details of a current licence issued under Part 6 of the <i>Environment Protection Act 1993</i> to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?                 | NO         |
| b) | details of a licence no longer in force issued under Part 6 of the <i>Environment Protection Act 1993</i> to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?      | <b>YES</b> |
| c) | details of a current exemption issued under Part 6 of the <i>Environment Protection Act 1993</i> from the application of a specified provision of that Act in relation to an activity carried on at the land?             | NO         |
| d) | details of an exemption no longer in force issued under Part 6 of the <i>Environment Protection Act 1993</i> from the application of a specified provision of that Act in relation to an activity carried on at the land? | NO         |
| e) | details of a licence issued under the repealed <i>South Australian Waste Management Commission Act 1979</i> to operate a waste depot at the land?   | NO         |
| f) | details of a licence issued under the repealed <i>Waste Management Act 1987</i> to operate a waste depot at the land?   | NO         |
| g) | details of a licence issued under the repealed <i>South Australian Waste Management Commission Act 1979</i> to produce waste of a prescribed kind (within the meaning of that Act) at the land?                           | NO         |
| h) | details of a licence issued under the repealed <i>Waste Management Act 1987</i> to produce prescribed waste (within the meaning of that Act) at the land?   | NO         |

**4-Pollution and site contamination on the land - details recorded by the EPA in public register**

Does the EPA hold any of the following details in the public register in relation to the land or part of the land:

- |    |  |    |
|----|--|----|
| a) | details of serious or material environmental harm caused or threatened in the course of an activity (whether or not notified under section 83 of the <i>Environment Protection Act 1993</i> )? | NO |
|----|--|----|

- b) details of site contamination notified to the EPA under section 83A of the *Environment Protection Act 1993*? **YES**
- c) a copy of a report of an environmental assessment (whether prepared by the EPA or some other person or body and whether or not required under legislation) that forms part of the information required to be recorded in the public register? **YES**
- d) a copy of a site contamination audit report? **YES**
- e) details of an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies? **NO**
- f) details of an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*? **NO**
- g) details of an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*? **NO**
- h) details of a notification under section 103Z(1) of the *Environment Protection Act 1993* relating to the commencement of a site contamination audit? **YES**
- i) details of a notification under section 103Z(2) of the *Environment Protection Act 1993* relating to the termination before completion of a site contamination audit? **NO**
- j) details of records, held by the former *South Australian Waste Management Commission* under the repealed *Waste Management Act 1987*, of waste (within the meaning of that Act) having been deposited on the land between 1 January 1983 and 30 April 1995? **NO**

**5-Pollution and site contamination on the land - other details held by EPA**

Does the EPA hold any of the following details in relation to the land or part of the land:

- a) a copy of a report known as a "Health Commission Report" prepared by or on behalf of the *South Australian Health Commission* (under the repealed *South Australian Health Commission Act 1976*)? **NO**
- b) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*? **NO**
- c) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*? **NO**
- d) a copy of a pre-1 July 2009 site audit report? **NO**
- e) details relating to the termination before completion of a pre-1 July 2009 site audit? **NO**



Records identified in this EPA Statement to Form 1: **EPA/44982; SC60188; SC60173-01; SC60173-02**

**The above records have been identified with a YES response in this EPA Statement to Form 1 and can be obtained by contacting the Public Register on (08) 8204 9128 or email [epa.publicregister@sa.gov.au](mailto:epa.publicregister@sa.gov.au)**

All care and diligence has been taken to access the above information from available records. Historical records provided to the EPA concerning matters arising prior to 1 May 1995 are limited and may not be accurate or complete.