

Form 1 - Vendor's statement

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

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Preliminary

To the purchaser:

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

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

Part A - Parties and land

1

Purchaser:

Address:

2

~~Purchaser's registered agent:~~

Address:

3

Vendor:

Amardeep Singh and Maninder Kaur

Address:

11A Swan Street Greenacres SA 5086

4

Vendor's registered agent:

eXp Australia Pty Ltd T/A eXp Australia

Address:

Level 3, 169 Fullarton Road Dulwich SA 5065

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]*

Unit 3 in Strata Plan No. 13386 known as

Unit 3, 25 Lewis Court Gilles Plains SA 5086 being the whole of the land comprised in Certificate of Title Volume 5268 Folio 916

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:

11A Swan Street Greenacres SA 5086

 (being the vendor's last known address); or
- (c) transmitted by fax or email to the following fax number or email address:

bjorn.kunzel@expaustralia.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:

Level 3, 169 Fullarton Road Dulwich SA 5065

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

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

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

5 - Effect of service

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

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

Proceeding with the purchase

If you wish to proceed with the purchase -

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

Part C - Statement with respect to required particulars

(section 7(1))

To the purchaser:

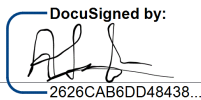
*I/We, Amardeep Singh and Maninder Kaur

of 11A Swan Street Greenacres SA 5086

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: 28/8/2023

Signed

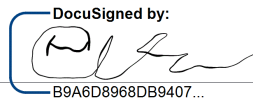
DocuSigned by:

2626CAB6DD48438...

Date:

Signed

Date: 29/8/2023

Signed

DocuSigned by:

B9A6D8968DB9407...

Date:

Signed

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

(section 9)



To the purchaser:

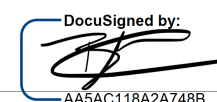
I, Bjorn Kunzel of eXp Australia Pty Ltd T/A eXp Australia

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

Exceptions: NIL

Date: 28/8/2023

Signed:

DocuSigned by:

AA5AC118A2A748B...

*Vendor's / Purchaser's agent

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

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

(section 7(1)(b))

Note -

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

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

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

Table of particulars

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

1. General

1.1	Mortgage of land	<div><div>Is this item applicable?</div><div>Will this be discharged or satisfied prior to or at settlement?</div><div>Are there attachments?</div><div>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</div><div>Certificate of Title</div><div>Number of mortgage (if registered):</div><div>11524133</div><div>Name of mortgagee:</div><div>Westpac Banking Corporation</div></div>	<div><div><input checked="" type="checkbox"/></div><div>YES</div><div>YES</div></div>
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12 Easement

(whether over the land or annexed to the land)

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

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

Is this item applicable?

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

Are there attachments?

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

Property Interest Report - Page 12

Description of land subject to easement:

Whole of the land in CT 5268/916

Nature of easement:

Statutory Easement to SA Power Networks

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

13 Restrictive covenant

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

Is this item applicable?

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

Are there attachments?

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

Nature of restrictive covenant:

Name of person in whose favour restrictive covenant operates:

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

If NO, give details:

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

14 Lease, agreement for lease, tenancy agreement or licence

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

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

Is this item applicable?

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

Are there attachments?

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

Name of parties:

Period of lease, agreement for lease etc:

From

to

Amount of rent or licence fee:

\$

per

(period)

Is the lease, agreement for lease etc in writing?

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

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

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

5. Development Act 1993 (repealed)

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

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

Is this item applicable?

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

Are there attachments?

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

Condition(s) of authorisation:

- 5.2 section 50(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):~~

- 5.3 section 50(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):~~

- 5.4 section 55 - 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):~~

5.5 section 56 - 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):

5.6 section 57 - 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):

Certificate of Title Land Management Agreement No. 7748397 Council Search - Page 2

Date of agreement:

30/06/1994

Names of parties:

Corporation of The City of Enfield and Avireen Pty Ltd

Terms of agreement:

Refer to Land Management Agreement No. 7748397 attached

☒

NO

YES

5.7 section 60 - Notice of intention by building owner~~**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:

Building work proposed (as stated in the notice):

Other building work as required pursuant to the Act:

5.8 section 69 - 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):

5.9 section 71 - Fire safety notice

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

Date of notice:

Name of authority giving notice:

Requirements of notice:

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

Amount payable (if any):

5.10 section 84 - 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 of notice given:

5.10 section 84 - Enforcement notice
(continued)~~Name of relevant authority giving notice:~~~~Nature of directions contained in notice:~~~~Building work (if any) required to be carried out:~~~~Amount payable (if any):~~**5.11** section 85(6), 85(10) or 106 -
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:~~**5.12** Part 11 Division 2 - 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):~~☐
☐
☐☐
☐
☐

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:

22/08/2023

Amount of levy payable:

\$111.95

☒

YES

YES

29. Planning, Development and Infrastructure Act 2016

29.1	<div>Part 5 - Planning and Design Code</div> <div><i>[Note - Do not omit this item. The item and its heading must be included in the attachment even if not applicable.]</i></div>	<div>Is this item applicable?</div> <div>Will this be discharged or satisfied prior to or at settlement?</div> <div>Are there attachments?</div> <div>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</div> <div>Property Interest Report - Page 8 Council Search</div> <div>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):</div> <div>Zones: General Neighbourhood (GN) Subzones: No Overlays: Refer to Council Search attached for details of Overlays</div>	<div><input checked="" type="checkbox"/></div> <div>NO</div> <div>YES</div>
		<div>Is there a State heritage place on the land or is the land situated in a State heritage area?</div> <div>Is the land designated as a local heritage place?</div> <div>Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?</div> <div>Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?</div> <div>Note - For further information about the Planning and Design Code visit www.code.plan.sa.gov.au.</div>	<div>NO</div> <div>NO</div> <div>NO</div> <div>YES</div>

29.2

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

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

Is this item applicable?

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

Are there attachments?

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

Date of authorisation:

Name of relevant authority that granted authorisation:

Condition(s) of authorisation:

29.3

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

Is this item applicable?

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

Are there attachments?

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

Date of notice:

Name of person giving notice of proposed work:

Building work proposed (as stated in the notice):

Other building work as required pursuant to the Act:

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:	

<p>Is this item applicable?</p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s)</i> <i>(and, if applicable, the part(s) containing the particulars):</i></p> <div style="border: 1px solid black; height: 40px; width: 100%;"></div> <p>Date of order:</p> <div style="border: 1px solid black; height: 40px; width: 100%;"></div> <p>Terms of order:</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> <p>Building work (if any) required to be carried out:</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> <p>Amount payable (if any):</p> <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	
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Three rectangles are shown: a small square at the top left, a medium horizontal rectangle in the middle, and a large horizontal rectangle at the bottom.

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):

Is this item applicable?



11/11/2019

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



Date of notice:

Name of authority giving notice:

Requirements of notice:

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

Amount payable (if any):

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Is this item applicable?

11

Page 10 of 10

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

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Date of agreement:

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Names of parties:

Terms of agreement:

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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):**

Is this item applicable?



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Particulars relating to a strata unit

1	Name of strata corporation:	Strata Corporation No. 13386 Incorporated
	Address of strata corporation:	25 Lewis Court, Gilles Plains SA 5086

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

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

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

Admin Fund total amount last determined with respect of the lot \$3,009.60 payable in 5 installments paid to 30/09/2023
Sinking Fund \$106.88 per quarter paid to 30/09/2023
Arrears totaling \$0.00 as at 22/08/2023

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

Refer to Page 2 of Strata Title Search and Financial Statements attached

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

Refer to Page 1 of Strata Title Search, Financial Statements and Minutes of Meetings attached

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

1,710 of 10,000

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

4 Documents supplied by the strata corporation that are enclosed:

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

YES

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

YES

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

YES

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

5

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

6

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

7

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

8

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

Name:

Adelaide Strata & Community Management

Address:

Unit 1, 102 Greenhill Road, Unley SA 5061

Note-

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

Particulars relating to aluminium composite panels

Has the vendor been notified that a building on the land has been identified, as part of a South Australian Building Cladding Audit initiated in 2017 and conducted by the former Department of Planning, Transport and Infrastructure in conjunction with the Metropolitan Fire Service, Country Fire Service and councils—

- (a) as having aluminium composite panels installed on the exterior of the building; and
- (b) as constituting a moderate, high or extreme risk as a result of that installation; and
- (c) as requiring remediation to reduce the risk to an acceptable level; and
- (d) as not having had the necessary remedial work performed or a determination made by the appropriate authority of the relevant council (within the meaning of section 157 of the *Planning, Development and Infrastructure Act 2016*) that no further action is required?

If YES, give details of the following:

1. the actions required to remediate the risk (if known):

2. the estimated costs of remediation (if known):

Schedule-Division 3-Community lots and strata units



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

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

Governance

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

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

Use of your property

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

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

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

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments—voting rights

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

Further information

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

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

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

You can also seek advice from a legal practitioner.

ANNEXURES

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

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

Certificate of Title

Property Interest Report

Title and Valuation Package

Council Search

Emergency Services Levy Certificate

Land Tax Certificate

SA Water Certificate

Strata Title Search Pursuant to Section 41

Strata Plan No. 13386

Land Management Agreement No. 7748397

(*Strike out whichever is not applicable)

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

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

Dated this Day of 20

Signed:

Purchaser(s)

Form R3

Buyers information notice

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

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

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

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

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

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

Safety

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

Enjoyment

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

Value

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

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

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



Product
Date/Time
Customer Reference
Order ID

Register Search (CT 5268/916)
21/08/2023 02:45PM
OR-12R9C2IBGTVLLC
20230821007533

REAL PROPERTY ACT, 1886



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



Certificate of Title - Volume 5268 Folio 916

Parent Title(s) CT 5227/170

Creating Dealing(s) SA 7903586

Title Issued 23/05/1995 **Edition** 10 **Edition Issued** 02/02/2011

Diagram Reference

Estate Type

FEE SIMPLE (UNIT)

Registered Proprietor

AMARDEEP SINGH
MANINDER KAUR
OF UNIT 3 25 LEWIS COURT GILLES PLAINS SA 5086
AS JOINT TENANTS

Description of Land

UNIT 3 STRATA PLAN 13386
IN THE AREA NAMED GILLES PLAINS
HUNDRED OF YATALA

Easements

NIL

Schedule of Dealings

Dealing Number	Description
7748397	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2) FOR MANAGEMENT
11524133	MORTGAGE TO WESTPAC BANKING CORPORATION

Notations

Dealings Affecting Title	NIL
Priority Notices	NIL
Notations on Plan	NIL
Registrar-General's Notes	NIL
Administrative Interests	NIL

Property Interest Report

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

Title Reference	CT 5268/916	Reference No. 2495377
Registered Proprietors	A*SINGH & ANR	Prepared 21/08/2023 14:45
Address of Property	Unit 3, 25 LEWIS COURT, GILLES PLAINS, SA 5086	
Local Govt. Authority	CITY OF PORT ADELAIDE ENFIELD	
Local Govt. Address	PO BOX 110 PORT ADELAIDE SA 5015	

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

Table of Particulars

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

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

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

1. General

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

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

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

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

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

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

also

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

2. Aboriginal Heritage Act 1988

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

an area surrounding a site

2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

3. *Burial and Cremation Act 2013*

3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

4. *Crown Rates and Taxes Recovery Act 1945*

4.1 section 5 - Notice requiring payment

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

5. *Development Act 1993 (repealed)*

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

5.6 section 57 - Land management agreement

Refer to the Certificate of Title

5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

5.9 section 71 - Fire safety notice

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

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

6. Repealed Act conditions

- | | | |
|-----|---|---|
| 6.1 | Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed) | State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title |
| | | also |
| | | Contact the Local Government Authority for other details that might apply |
- [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 | <p>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.</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
 www.revenuesaonline.sa.gov.au</p> |
|-----|---------------------------------|--|

8. Environment Protection Act 1993

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

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

9. ***Fences Act 1975***

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

10. ***Fire and Emergency Services Act 2005***

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

11. ***Food Act 2001***

- | | | |
|------|---------------------------------|---|
| 11.1 | section 44 - Improvement notice | Public Health in DHW has no record of any notice or direction affecting this title

also

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

also

Contact the Local Government Authority for other details that might apply |

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

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

13. ***Heritage Places Act 1993***

- | | | |
|------|---|---|
| 13.1 | section 14(2)(b) - Registration of an object of heritage significance | Heritage Branch in DEW has no record of any registration affecting this title |
| 13.2 | section 17 or 18 - Provisional registration or registration | Heritage Branch in DEW has no record of any registration affecting this title |
| 13.3 | section 30 - Stop order | Heritage Branch in DEW has no record of any stop order affecting this title |
| 13.4 | Part 6 - Heritage agreement | Heritage Branch in DEW has no record of any agreement affecting this title

also

Refer to the Certificate of Title |
| 13.5 | section 38 - "No development" order | Heritage Branch in DEW has no record of any "No development" order affecting this title |

14. ***Highways Act 1926***

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

15. ***Housing Improvement Act 1940 (repealed)***

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

16. ***Housing Improvement Act 2016***

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

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

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

18. ***Landscape South Australia Act 2019***

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

Act

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

19. Land Tax Act 1936

- | | | |
|------|---|--|
| 19.1 | Notice, order or demand for payment of land tax | <p>A Land Tax Certificate will be forwarded.
 If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</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
 www.revenuesaonline.sa.gov.au</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
Flooding Hazards Mapping Update - seeks to update the extent of the Hazard (Flooding – Evidence Required) Overlay in the Planning and Design Code in 13 local government areas and several Outback Areas of the State, based on more recent flood hazard mapping. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.
- 29.2 section 127 - Condition (that continues to apply) of a development authorisation
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.] State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title
also
Contact the Local Government Authority for other details that might apply
- 29.3 section 139 - Notice of proposed work and notice may require access Contact the vendor for these details
- 29.4 section 140 - Notice requesting access Contact the vendor for these details
- 29.5 section 141 - Order to remove or perform work State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title
also
Contact the Local Government Authority for other details that might apply
- 29.6 section 142 - Notice to complete development State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title
also
Contact the Local Government Authority for other details that might apply
- 29.7 section 155 - Emergency order State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title
also

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

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

30.1	section 8 or 9 - Notice or order concerning pests	Plant Health in PIRSA has no record of any notice or order affecting this title
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31. ***Public and Environmental Health Act 1987 (repealed)***

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

32.2 section 92 - Notice

Public Health in DHW has no record of any notice affecting this title

also

Contact the Local Government Authority for other details that might apply

32.3 *South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval

Public Health in DHW has no record of any condition affecting this title

also

Contact the Local Government Authority for other details that might apply

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

33.1 section 23 - Notice of contribution payable

DEW has no record of any notice affecting this title

34. *Water Industry Act 2012*

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

**An SA Water Certificate will be forwarded.
If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950**

also

The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title

also

Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title.

also

Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title.

also

Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title.

35. *Water Resources Act 1997 (repealed)*

35.1 section 18 - Condition (that remains in force) of a permit

DEW has no record of any condition affecting this title

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

DEW has no record of any notice affecting this title

36. *Other charges*

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

Refer to the Certificate of Title

also

Contact the vendor for these details

also

Contact the Local Government Authority for other details that might apply

Other Particulars

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

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

Additional Information

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

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

Notices

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

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

Building restrictions

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

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

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

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

Statutory easements

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

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

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

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

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

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

Land Tax Act 1936 and Regulations thereunder

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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



Certificate of Title

Title Reference

CT 5268/916

Status

CURRENT

Easement

NO

Owner Number

15487464

Address for Notices

3/25 LEWIS CT GILLES PLAINS 5086

Area

NOT AVAILABLE

Estate Type

Fee Simple (Unit)

Registered Proprietor

AMARDEEP SINGH
MANINDER KAUR
OF UNIT 3 25 LEWIS COURT GILLES PLAINS SA 5086
AS JOINT TENANTS

Description of Land

UNIT 3 STRATA PLAN 13386
IN THE AREA NAMED GILLES PLAINS
HUNDRED OF YATALA

Last Sale Details

Dealing Reference

TRANSFER (T) 11514031

Dealing Date

21/12/2010

Sale Price

\$306,000

Sale Type

TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
AGREEMENT	7748397	
MORTGAGE	11524133	WESTPAC BANKING CORPORATION

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
0607317178	CURRENT	Unit 3, 25 LEWIS COURT, GILLES PLAINS, SA 5086



Product
Date/Time
Customer Reference
Order ID

Title and Valuation Package
21/08/2023 02:45PM
OR-12R9C2IBGTVLLC
20230821007533

Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	0607317178
Type	Site & Capital Value
Date of Valuation	01/01/2023
Status	CURRENT
Operative From	01/07/1995
Property Location	Unit 3, 25 LEWIS COURT, GILLES PLAINS, SA 5086
Local Government	PORT ADELAIDE ENFIELD
Owner Names	MANINDER KAUR AMARDEEP SINGH
Owner Number	15487464
Address for Notices	3/25 LEWIS CT GILLES PLAINS 5086
Zone / Subzone	GN - General Neighbourhood\\
Water Available	Yes
Sewer Available	Yes
Land Use	1315 - Detached Single Storey Home Unit
Description	4H/U GAR
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
S13386 UNIT 3	CT 5268/916

Values



Product
Date/Time
Customer Reference
Order ID

Title and Valuation Package
21/08/2023 02:45PM
OR-12R9C2IBGTVLLC
20230821007533

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$197,000	\$410,000			
Previous	\$169,000	\$365,000			

Building Details

Valuation Number	0607317178
Building Style	Not Available
Year Built	Not Available
Building Condition	Not Available
Wall Construction	Not Available
Roof Construction	Not Available
Equivalent Main Area	Not Available
Number of Main Rooms	Not Available

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



CITY OF
Port Adelaide Enfield

CERTIFICATE – COUNCIL CHARGES

Searchlight Technology
PO Box 232
RUNDLE MALL SA 5000

Certificate No: Cert02790
Date Issued: 22/08/2023
Valuer-Gen. No: 0607317178
Assessment No: 422332

Property Owner(s): Mr Amardeep Singh & Ms Maninder Kaur
Property Address: 25 Lewis Court GILLES PLAINS SA 5086
Parcel(s) Description: StrataUnit 3 S 13386 CT Vol 5268 Folio 916

I certify that the charges set out below were due and payable at the date of the giving of this certificate.

Arrears (Rates/Fines/Interest/Costs) :	0.00
Current Year's Rates :	1,040.05
Less Council Rebate/Remission :	0.00
Less Government Remission :	0.00
Current Year's Fines/Interest :	0.00
Current Year's Adjustments :	0.00
Current Year's Other Charges :	0.00
Less Current Year's Payments :	0.00

Balance : \$1,040.05

For adjustment purposes please note:

- 1. Works may be carried out, for which charges will be raised subsequent to this certificate. (See attached notice where applicable)**
- 2. Please note that land that is not currently rateable may have pro-rata rates raised if ownership or usage changes**
- 3. Please note that land currently eligible for a Council Rebate or Remission may be subject to a pro-rata reduction in the amount granted if ownership or usage changes.**

The charges as shown are valid only for the date of the certificate.

The rates are payable in four equal (or approximately equal) instalments payable in the months of September, December, March and June of the fiscal year that the rates are declared. The current year's rates fall due on **1st September 2023; 1st December 2023; 1st March 2024 and 3rd June 2024**. Fines and interest will be added as provided by the *Local Government Act 1999*, as amended.

If settlement occurs within three (3) calendar months from the date of this Certificate, you may check the above details prior to settlement by telephoning the Council and quoting the Assessment No. and the Certificate No. above. Any verbal information provided in relation to the details provided by the Council is not a certificate for the purposes of Section 187 of the Local Government Act 1999.

Where settlement occurs three (3) calendar months or more from the date of this Certificate a new certificate is required.

Chief Executive Officer

Per



Bill Code: 18192
Ref: 422332

Provision of Prescribed Information

Section 12 Land and Business (Sale and Conveyancing) Act 1994

In response to your recent enquiry we advise as follows:

Certificate Number: Cert02790

Address: 25 Lewis Court GILLES PLAINS SA 5086

Council Assessment Number: 422332

	Prescribed Encumbrance	Other Particulars	
5	Development Act 1993 (Repealed)		
5.1	Section 42 - Condition (that continues to apply) of a development authorisation	NO	N/A
5.2	Section 50(1) - Requirement to vest land in a council or the Crown to be held as open space		N/A
5.3	Section 50(2) - Agreement to vest land in a council or the Crown to be held as open space		N/A
5.4	Section 55 - Order to remove or perform work		N/A
5.5	Section 56 - Notice to complete development		N/A
5.6	Section 57 - Land management agreement	<p>Is this item applicable? Will this be discharged or satisfied prior to or at settlement? : NO</p> <p>Memo ID: 468307</p> <p>Memo Description: Land Management Agreement (S57 of Dev Act 1993) (PropLMA)</p> <p>Date of agreement: 30 Jun 94</p> <p>Name of parties: Corporation of Enfield and Avireen Pty Ltd</p> <p>Terms of agreement: Refer Attached</p>	YES
5.8	Section 69 - Emergency order		N/A
5.9	Section 71 - Fire safety notice		N/A
5.10	Section 84 - Enforcement notice		N/A
5.11	Section 85(6), 85(10) or 106 - Enforcement order		N/A
5.13	Part 11 Division 2 - Proceedings		N/A
6	Repealed Act Conditions		
6.1	Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act</i> 1971 (repealed), the <i>City of Adelaide Development Control Act</i> 1976 (repealed), the <i>Planning Act</i> 1982 (repealed) or the <i>Planning and Development Act</i> 1966 (repealed)	NO	N/A

10	Fire and Emergency Services Act 2005		
10.1	Section 105F (or section 56 or 83 (repealed)) - Notice to action required concerning flammable materials on land		N/A
11	Food Act 2001		
11.1	Section 44 - Improvement notice		N/A
11.2	Section 46 - Prohibition order		N/A
15	Housing Improvement Act 1940 (repealed)		
15.1	Section 23 - Declaration that house is undesirable or unfit for human habitation		N/A
17	Land Acquisition Act 1969		
17.1	Section 10 - Notice of intention to acquire		N/A
20	Local Government Act 1934 (Repealed)		
20.1	Notice, order, declaration, charge, claim or demand given or made under the Act		N/A
21	Local Government Act 1999		
21.1	Notice, order, declaration, charge, claim or demand given or made under the Act		N/A
22	Local Nuisance and Litter Control Act 2016		
22.1	Section 30 - Nuisance or litter abatement notice		N/A
29	Planning, Development and Infrastructure 2016		
29.1	Part 5 - Planning and Design Code	<p>Title or other brief description of zone, subzone and overlay and which the land is situated (as shown in the planning and design code)</p> <p>Is the land situated in a designated State Heritage Area?</p> <p><i>Please refer to attached document from Plan SA</i></p> <p>Is the land designated as a place of local heritage value?</p> <p><i>Please refer to attached document from Plan SA</i></p> <p>Is there declared to be a significant tree or a stand of trees declared to be significant trees on the land?</p> <p><i>Please refer to attached document from Plan SA</i></p> <p>Is there a current Development Plan Amendment released for public consultation by the Minister on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?</p> <p><i>Please refer to your Property Interest Report</i></p>	

29.2	Section 127 - Condition (that continues to apply) of a development authorisation	<i>Please refer to attached document from Plan SA</i>	N/A
29.5	Section 141 - Order to remove or perform work		N/A
29.6	Section 142 - Notice to complete development		N/A
29.7	Section 155 - Emergency order		N/A
29.8	Section 157 - Fire safety notice		N/A
29.10	Section 198(1) - requirements to vest land in a Council or the Crown to be held as open space		N/A
29.11	Section 198(2) - Agreement to vest land in a Council or the Crown to be held as open space		N/A
29.12	Part 16 Division 1 - Proceedings		N/A
29.13	Section 213 - Enforcement Notice		N/A
29.14	Section 214(6), 214(10) or 222 - Enforcement Order		N/A
31	Public and Environmental Health Act 1987 (Repealed)		
31.1	Part 3 - Notice		N/A
31.2	<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2 - Condition (that continues to apply) of an approval</i>		N/A
31.3	<i>Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19 - Maintenance order (that has not been complied with)</i>		N/A
32	South Australian Public Health Act 2011		
32.2	Section 92 - Notice		N/A
32.3	<i>South Australian Public Health (Wastewater) Regulations 2013 Part 4-Condition (that continues to apply) of an approval</i>		N/A
36	Other Charges		
	Charge of any kind affecting the land (not included in another item)	Refer to " CERTIFICATE – COUNCIL CHARGES " on page 1 of this document.	**

Schedule—Division 2—Other particulars (section 7(1)(b))

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.

1. Building indemnity insurance is required: No

2. Name of persons insured: N/A

3. Name of insurer: N/A

4. Limitations on the liability of the insurer: N/A

5. Name of the builder: N/A

6. Builders licence number: N/A

7. Description of insured building work: N/A

8. Date of issue of insurance: N/A

Exemption from holding insurance:

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

No

1. Date of the exemption: N/A

2. Name of builder granted the exemption: N/A

3. Licence number of builder granted the exemption: N/A

4. Details of building work for which the exemption applies: N/A

5. Details of conditions for which the exemption is subject: N/A

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 *Planning, Development Act* 1993) or the *Planning, Development and Infrastructure Act* 2016?

No

Description of the nature of the development(s) approved:

Refer to the repealed *Development Act* 1993 Section of this document particularly Part 3 Development Plan, Section 42 – Condition (that continues to apply) of a development authorisation and Repealed Act conditions listed in this document.

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.

Signed for or on behalf of the agent:.. .. .

REPLY

I certify that the information and particulars provided above apply at the date of the reply of this inquiry.

Signed for and on behalf of the Chief Executive Officer:

Date: 22.08.2023



LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

7748397



FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1986

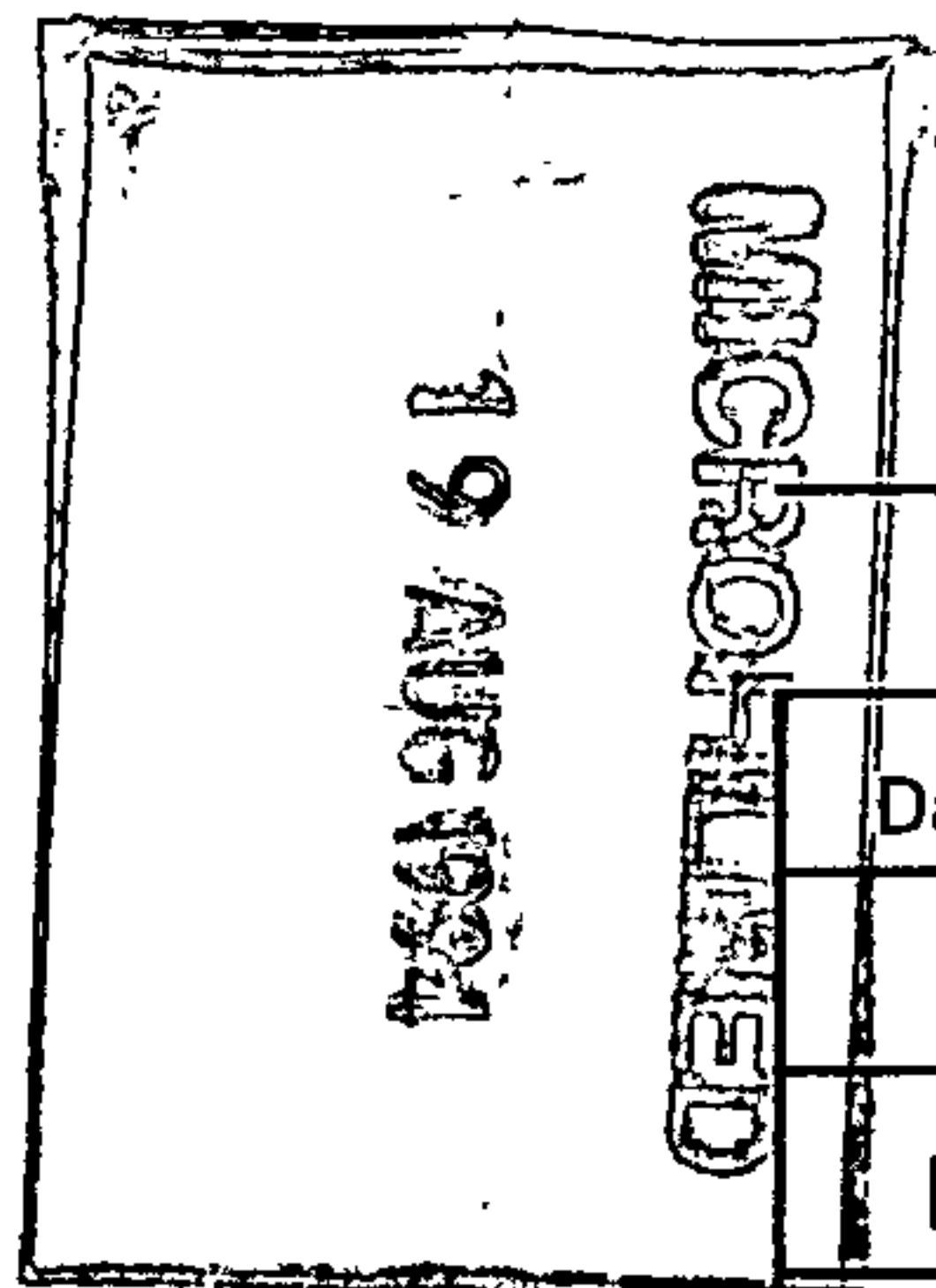
[Signature]
Seller/Licensed Land Broker/Applicant

K.G. FRANKS

Series No.	Prefix
2	AB

MM
AG
NOTES

This form may be used only when no panel form is suitable.



BELOW THIS LINE FOR OFFICE USE ONLY

Date	1 JUL 1994	Time	14.40
FEES			
R.G.O.	POSTAGE	ADVERT	NEW C.T.
65-			

20 ~~7728646~~

EXAMINATION

CORRECTION	PASSED <i>[Signature]</i>
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BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by:

PIPER ALDERMAN
167 FLINDERS STREET,
ADELAIDE, S.A. 5000

PIAL

Correction to:

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH
INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

-
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Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

-
-
-
-
-

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE
UNDERMENTIONED AGENT(S)

ITEM CT/CL REF.	AGENT CODE
CT 5151/158	EFCL

No's 1-2 ARE RECD
202 is RE 7748301
DOCUMENTS ARE LINKED

Wtg

55.00

01 JUL 1994 04:00:00+025L.1.0

Insert type of
document
here.....

APPLICATION TO NOTE LAND MANAGEMENT AGREEMENT pursuant to the Development Act 1993.

To the Registrar-General

THE CORPORATION OF THE CITY OF ENFIELD of 112 Hampstead Road Broadview 5083 in the State of South Australia **HEREBY APPLIES** pursuant to the provisions of Section 57(5) of the Development Act 1993 to note the attached Land Management Agreement dated the 30th day of June 1994 and made between **THE CORPORATION OF THE CITY OF ENFIELD** aforesaid as the Council of the one part and **AVIREEN PTY. LTD.** (ACN 008 030 233) of 7A Snows Road Stirling 5152 in the said State as Owner of the other part pursuant to Section 57(2) of the said Act against Allotments 1 and 2 in DP 40070 and being portions of the land comprised in Certificate of Title Register Book Volume 5151 Folio 158 and operates to control the future management of the said land. ~~THE LAND IS SUBJECT TO THE EASEMENTS CREATED BY RS 7748201~~

Dated this 30th day of June 1994. Po Rb.
8/7/94

The Common Seal of **THE CORPORATION OF THE CITY OF ENFIELD** was affixed hereto in the presence of:

..... M. S. ... Mayor

..... [Signature] City Manager

The Owner **HEREBY CONSENTS** to the noting of the attached Land Management Agreement.

The Common Seal of **AVIREEN PTY. LTD.** was affixed hereto in accordance with it's Articles of Association and in the presence of:

..... [Signature] Director

..... [Signature] Secretary

NOW WHOLE OF THE LAND IN
G.I. VOL 5207 FOL 387
8 388





DocuSign Envelope ID: D3ACF08C-6ACC-4959-9FA1-BF70E30D7180

THIS AGREEMENT is made the 30th day of June 1994

THE
BETWEEN: CORPORATION OF THE CITY OF ENFIELD of 112 Hampstead
Road, Broadview in the State of South Australia ("the Council")

AND AVIREEN PTY LTD (ACN 008 030 233) of 7A Snows Road, Stirling in the
said State ("the Owner")

WHEREAS:

- A. The Owner is registered or entitled to be registered as the proprietor of an estate in fee simple in the whole of Allotments 1 and 2 in Deposited Plan 40070 in the area named Gilles Plains Hundred of Yatala in the said State being portions of the land comprised in Certificate of Title Register Book Volume 5151 Folio 158 (which said Allotments are hereinafter called "the Land").
- B. The Land is situated within the area of the Council.
- C. The Owner has applied to the Council by Development Application Number 060/D079/93 ("the Application") to divide Lot 100 in DP 37364 being the whole of the land in Certificate of Title Register Book Volume 5151 Folio 158 to create 4 individual allotments (the "proposed allotments") of which the Land forms part.
- D. The Council is the relevant planning authority in relation to the Application pursuant to the provisions of the Planning Act 1982 ("the Planning Act").
- E. The Owner desires to enter into an agreement with the Council for the purposes of Section 57 of the Development Act 1993 in relation to the development of the Land.

NOW THIS AGREEMENT WITNESSES as follows:-

1. INTERPRETATION

1.1 Definitions

In this document unless the context otherwise requires:

"the Owner" means the person(s) from time to time being registered or entitled to be registered as the proprietor(s) of an estate in fee simple in the Land.

"the Council" means the Corporation of the City of Enfield and its successors.

"the Land" shall include a part or parts of the Land.

1.2 Construction

In this document, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) an obligation of two or more parties shall bind them jointly and severally;
- (c) if a word or phrase is defined cognate words and phrases have corresponding definitions; and
- (d) a reference to
 - (i) a person includes a corporation and body politic;
 - (ii) a statute or other law includes regulations and other statutory instruments under it and consolidations, amendments and re-enactments or replacements of any of them made by any legislative authority;
 - (iii) any thing (including, without limitation, any amount) is a reference to the whole or part of it and a reference to a group of things or persons is a reference to any one or more of them;
 - (iv) a right includes a remedy, authority or power; and
 - (v) words and phrases used in this Agreement which are defined in the Development Act 1993 shall have the meanings ascribed to them by that Act.

1.3 Headings

Headings shall be ignored in construing this document.

2. OWNER'S OBLIGATIONS

- 2.1 Development on each allotment shall only be undertaken in accordance with the urban design guidelines as set out in The Schedule hereto.
- 2.2 The Owner of land to which the Development Application relates which abuts any land which is at a lower level than any point of the Owner's land shall ensure that nothing is done to increase the volume of storm water generated from the Owner's land and flowing onto any adjacent land beyond the levels which would have been generated by the Owner's land in its natural state.
- 2.3 The Owner of land to which the Development Application relates which abuts any land which is at a higher level than any point of the Owner's land shall ensure that all necessary steps are taken in respect of storm water generated as a result of natural flow from the Owner's land or any adjoining land is

properly diverted so as not to cause inundation of any buildings on the Owner's land or on any land adjoining the Owner's land.

- 2.4 The Owner shall comply within the time specified, with the requirements of any Notice served by the Council pursuant to Clause 3.2 hereof.

3. COUNCIL POWERS

- 3.1 The Council and any employee or agent of the Council authorised by the Council may at any reasonable time enter the Land for the purpose of:

- (a) inspecting the Land and any building or structure thereon; and
- (b) exercising any other powers of the Council under this Agreement or pursuant to law.

- 3.2 If the Owner is in breach of any provision of this Agreement, 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 days from the date of service of the notice). Should the Owner fail within the time specified to remedy the breach the Council may cause the breach to be remedied and any costs incurred by Council in or in connection with the remedy of that breach and the enforcement of this Agreement shall without further demand be recoverable as a debt due by the Owner to the Council.

4. VARIATION OF AGREEMENT

- 4.1 This Agreement may not be varied except by a supplementary agreement signed by the Council and the Owner and (where necessary) consented to by any person with a legal interest in the land.
- 4.2 The Council may waive compliance by the Owner with any part of the obligations of the Owner stated herein provided that no such waiver shall be effective unless in writing and signed by the Council.

5. NOTING OF AGREEMENT BY REGISTRAR GENERAL

The Council and the Owner will do all things necessary and sign all necessary documents to have the Registrar-General note this Agreement on the Certificates of Title for the Land pursuant to Section 57 of the Development Act 1993.

6. NOTICES

Any notice to be given under this Agreement by the Council to the Owner shall be sufficient if signed by the City Manager of the Council or his duly authorised delegate and delivered to the Owner's last known address or posted in a pre-paid envelope addressed to the occupiers of the Land and any notice so posted shall be deemed to have been served within one business day after the date of posting.

7. ADDITIONAL REQUIREMENTS

- 7.1 The requirements of this Agreement are at all times to be construed as additional to the requirements of the Planning Act 1982 and the Development Act 1993 and any other legislation affecting the Land.
- 7.2 If a provision of this Agreement is found to be void or voidable or unenforceable but would not be so if it were read down and is capable of being read down, it shall be read down accordingly.
- 7.3 If, notwithstanding sub-clause 7.2, a provision of this Agreement remains void or voidable or unenforceable:
 - (a) if the provision would not be void or voidable or unenforceable if a word or words were omitted, that word or those words are hereby severed; and
 - (b) in any other case, the whole provision is hereby severed, and the remainder of this Agreement has (provided it is capable of doing so) full force and effect.

8. COSTS

The Owner shall bear all reasonable costs and expenses of and incidental to the negotiation, preparation, lodgement and noting of this Agreement.

**THE COMMON SEAL of
THE CORPORATION OF THE
CITY OF ENFIELD**

was hereunto affixed
in the presence of:

.....Mayor

.....*[Signature]*.....City Manager

**THE COMMON SEAL of
AVIREEN PTY LTD**

was hereunto affixed
in the presence of:

.....*M. Anderson*.....Director

AVIRHEEN RTY. LTD. A.C.N. 008 030 233
The
Common
Seal
of
★ Secretary


ESANDA FINANCE CORPORATION LTD a person with a legal interest in the land hereby consents to **AVIREEN PTY LTD** entering into this Agreement.

**THE COMMON SEAL of
ESANDA FINANCE
CORPORATION LTD**
was hereunto affixed
in the presence of:

.....Director

ESANDA FINANCE CORPORATION LIMITED

By its Attorney

) 
)
) **KENNETH MAXWELL DIGHTON**
) ~~State~~
) Manager ~~Securities~~ Property Finance
) P/A No. 6284389
Witness

..........Secretary

The Owner **HEREBY CERTIFIES** pursuant to Section 57(4) of the Development Act 1993 that no other person other than **ESANDA FINANCE CORPORATION LTD.** abovenamed has a legal interest in the Land.

**THE COMMON SEAL of
AVIREEN PTY LTD**
was hereunto affixed
in the presence of:

..........Director



..........Secretary

THE SCHEDULE

URBAN DESIGN GUIDE-LINES

1. No. and Type of Dwelling per Allotment

Only one building to be permitted on each allotment with an area of less than 530 m²

Predominately Villa style homes are to be constructed on allotments of 300 m² to 350 m².

Predominately Courtyard style homes are to be constructed on allotments of 351 m² to 460 m².

Predominately Conventional style homes are to be constructed on allotments from 461 m² to 800 m².

2. Site Coverage and Setbacks

Site Coverage

Site Coverage of dwellings excluding enclosed verandahs, pergolas, balconies, driveways but including carports, garages and domestic outbuildings shall not exceed 50% of an allotment in excess of 360 sq m and 60% of allotments 360 sq m or less.

Setbacks

Front boundary setbacks should be a minimum of 4.0 m, preferably 4.5 m except for garages and carports which shall be 5.5 m.

Side Boundary Setbacks

For detached dwellings (other than Zero Lot Line Houses) a wall excluding eaves of a building other than a wall of a garage or a carport must not be nearer to any side boundary than 1 m. Notwithstanding that any eaves overhang or other encroachment should not be situated closer than 500 mm to the adjoining boundary.

A minimum of a 2 m setback is required for any part of the building from the side boundary on a corner allotment.

Garages and carports maybe constructed on to the side boundary depending on the location of adjacent buildings and garages to side boundaries provided that they comply with the requirements of the Building Code of Australia.

Rear Boundary Setbacks

Rear Boundary Setbacks for all dwellings should not be less than 4 m.

3. Zero Lot Line Dwellings

A **Zero lot line dwelling** is a detached dwelling where one side boundary of the dwelling (other than the garage) is built on the allotment boundary in order to increase the amount of usable north facing open space surrounding the dwelling.

Allotments identified for zero lot line dwellings may be developed with one wall on the boundary provided that the length of any wall of a building including the garage/carport abutting side boundary does not exceed 50% of the length of the boundary. A minimum setback of 1.2 m is required on the other boundary, other than for a garage or carport.

4. Building Height

Houses on single allotments must not exceed two storeys in height. The total height of a single or two storey dwelling as measured from the natural ground level of the highest point of the roof excluding chimneys, should not exceed 7 m and 9 m respectively.

An attic storey within the roof line can be constructed provided that it does not diminish the amenity of neighbouring houses with respect to overlooking, and does not impinge on the sunlight available to dwellings to the south.

5. Open Space

Dwellings on allotments must be provided with an area to provide private open space in accordance with the following Table.

No. of bedrooms per dwelling	Area of private open space
1	40 sqm
2	80 sqm
3	100 sqm
4+	120 sqm

Provided always that where allotments are less than 420 m² the private open space shall be a minimum of 60 sqm.

All areas of private open space must:

- (1) have a minimum dimension of 2.5 m;

- (2) be screened from the street or other public areas so as to create a private area;
- (3) be directly accessible to the dwelling;
- (4) one part of the total area of private open space must be capable of containing a rectangle of 6 m by 4 m on allotments greater than 250 sqm in area and 5 m by 4 m on allotments of 250 sqm or less.

Private open space must if at all possible have an orientation to the north or south.

6. Privacy

Dwellings are to be sited and designed so as to minimise overlooking the private backyards of adjoining dwellings.

Upper storey side windows should be designed and sited so as to minimise the potential to overlook the private open space of adjoining dwellings. This can be achieved through suitable location, use of opaque glass, use of screens, wingwalls and use of higher sill heights greater than 1.7 m above floor level.

Upper storey balconies and terraces should be positioned and designed to minimise overlooking of private open areas on adjacent properties.

7. Vehicle Parking

Number of Spaces

On site vehicular parking should be provided at a rate of one covered car park per dwelling plus one additional car park for dwellings up to 3 bedrooms, 2 additional car parks for dwellings with up to 5 bedrooms, 3 additional car parks for dwellings with up to 7 bedrooms.

Additional car parks can be covered or uncovered and if uncovered spaces can be located in the driveway immediately in front of the garage or carport and within the minimum setback distance.

Size of Spaces

The minimum dimensions of parking space are 2.5 m x 5.5 m.

Recreational and Commercial Vehicles

Recreational vehicles eg. caravans, boats etc. and commercial vehicles must not be parked on properties forward of any part of the building.

No vehicle or commercial vehicle of 3 tonnes or more shall be parked on any residential allotment.

Design of Garages and Car-ports

Garages and Car-ports must be provided either under the main roof, or if freestanding the roof form and material must match those of the associated dwelling.

8. Vehicle Access to Allotments and Position of Cross-Overs

Definitions

For the purpose of this design guide the **invert** is the point where the cross-over joins the kerb line of the roadway, a **cross-over** is that part of the driveway constructed between the kerb line and the private property boundary; and a **driveway** is that part of vehicle access located within the private property.

Location

The location of the inverts and cross-overs providing access to allotments may only be altered with written approval from the Council. It should be noted that the location of various underground services within the roadways, verge areas and occasionally within private allotments is such that invert and cross-over alteration will often prove difficult and approval should therefore not be expected.

Cross-Over Width and Conduit

The width of any cross-over at the property boundary providing access to any dwelling with a single garage/car-port shall be a minimum width of 3 m and a maximum of 3.5 metres. Where dwellings incorporate a double garage/car-port the width of the cross-over at the front of the property boundary shall be 4 m.

Four 40 mm UPVC conduit for irrigation of street trees shall be installed under each cross-over immediately behind the back of the kerb. The conduit must be capped, extended 200 mm past the cross-over and its location marked with a timber peg.

Materials

Vehicle cross-overs must be constructed from the same materials and colours that would be used to construct public footpaths within the road reserves. Property owners must check with the Council prior to construction of any cross-overs.

Driveways

Driveways must not be constructed closer to the side boundary than 400 mm to allow scope for landscaping. Materials and colours should preferably match or relate to those of the footpath and cross-over.

Responsibility for Construction

Driveways and cross-overs should be completed within 3 months of completion of the dwelling by the owner of the dwelling. Approval to construct a cross-over or

modify an invert must be obtained from the Council. Cross-overs must be constructed in accordance with the Council’s specification. Modifications to inverts and kerbing must be carried out by the Council.

9. **Domestic Outbuildings**

Domestic Outbuildings includes garden sheds, workshops, aviaries and other similar buildings located in rear gardens.

The maximum dimensions in height of the domestic outbuildings should not exceed those specified in Table 1.

TABLE 1

SIZE OF ALLOT.	DIMENSION OF OUT-BUILDING	MAX. WALL HEIGHT	MAX. RIDGE HEIGHT
500 m ² and greater	7 x 4	2.4	2.7
400-500 m ²	5 x 3	2.4	2.7
400 m ² and less	3 x 3	2.4	2.7

Domestic Outbuildings should;

- be setback 0.6 m from side or rear boundaries;
- should not overshadow or block light from the windows of an adjoining dwelling;
- be finished in materials and colours to match with fence materials or materials or colours of associated dwelling;
- should not impinge on required minimum area of private open space for the dwelling;
- be connected to an approved stormwater drainage system.

10. **Fencing**

Front fencing (forward of building line)

There is to be no fencing erected forward of the building line.

Side and Rear Fencing

The side and rear fencing should be 1.8 m in height and be constructed from colorbond, timber palings or brush.

The maximum build up of fencing along the side and rear boundaries is 2 m, comprising a maximum of 1.8 m high fence and a maximum 200 mm build up area ie. retaining wall. This height restriction is aimed at limiting height restriction along boundaries for residents living to the low side of the rear slope.

Side fencing on corner allotments requires special consideration and approval.

Materials to be selected from either brush or timber.—

11. **Roof Form**

A roof form providing articulated shapes with hips, gables or other forms shall be encouraged and where appropriate the use of dormers, balconies, verandahs or other decorative architectural elements are also encouraged.

Roofs comprising hip forms only are discouraged.

The minimum and preferred roof pitch for different types of dwellings which conform to the following Table 2.

TABLE 2

HOUSE TYPE	MINIMUM PITCH	PREFERRED PITCH
Courtyard	"	20 degrees
Villa	"	20 degrees
Conventional	"	20 degrees

In order to provide opportunities now and in the future for the use of solar energy collection, an area of north facing roof without direct orientation to the street is encouraged.

12. **Building Materials**

Walls

External walls for dwellings should be constructed from the following range of building materials:

- exposed, bagged or rendered brick
- cement rendered concrete
- cement rendered block work
- stone
- or other approved materials

Infill areas of walls, utilising painted weatherboard, cement sheet and stucco may be accepted to design merit.

Roof

Roof Materials should be selected from either colorbond, tiles, slate or cement shingles (flat). For dwellings on allotments with a street frontage of 12 m or less roof tiles used must be of a low profile style.

White or off white roof colours are not acceptable.

Garages/Carports

Building materials for garages and car ports should conform to the same predominant materials used in the construction of the roofs and walls of the associated dwelling. All supports to car ports should be of a substantial size.

Gutters

Gutters used on dwellings garages and car ports should be either "D" half round or "OG" type. Square line or similar style gutters are not permitted.

13. Clothes Lines and Letter Boxes

Clothes lines should be sited so as not to be visible from public areas.

Letter boxes should be of masonry, timber or of painted cast metal construction and be placed adjacent to driveway.

14. TV and FM Antenna

Antenna should be located within the roof space. External antenna will not be permitted unless it is demonstrated that the reception is otherwise adversely affected. If the antenna is located outside of roof space it shall be located so as not to be visible from the street.

15. Solar Water Heaters and Air Conditioning

Solar water heaters must not be unduly visible from any public street or thoroughfare and should be architecturally integrated with the dwelling. Air conditioners can cause discomfort to neighbours and therefore the location should be chosen with care.

Evaporative air conditioners should be low profile and be located below the ridge line and be of a neutral colour or painted to match the roof and preferably be located so as to not be visible from the street. Winter covers for evaporative air conditioners should be of a natural colour or in shades to match the roof.

16. Incinerators

In the interests of clean air the use of incinerators is prohibited in the Council area.

17. **Landscaping of Front Gardens and Nature Strip**

Landscaping of front garden areas including planting, grassing and/or paving to the kerb line shall be established within six months of completion of the dwelling and regular maintenance must be carried out.

The nature strip between the front of the property boundary and the kerb line shall be top soiled, sewn with grass seed mix and needs to be approved by Council and irrigated and maintained through the first summer following planting.

18. **Finished Floor Levels**

Finished floor levels of dwellings shall not exceed the height of 300 mm of the cut bench level of the allotment when viewed from the street frontage.

The maximum exposure of any concrete footing when viewed from the street frontage shall be 150 mm.

The area under any building shall be provided with agricultural drains to prevent accumulation of water in accordance with Clause F1.2B of The Building Code Australia.

19. **Energy and Water Conservation**

Insulation

All external walls and inaccessible parts of the ceiling of all dwellings shall be insulated to the equivalent of not less than (a) 1.2R insulation in walls and (b) insulation in ceilings.

Heating Appliances

It is recommended that all fixed appliances, ie. heating, cooling water, heating stoves, etc. have an energy label rating of not less than 3 stars.

Exhaust fans where fitted should be of a self closing type.

Draught Excluders/Weather Seals

Draught excluders/weather seals should be fitted to all external doors.

Rain Water Tanks

Appropriately coloured colorbond or similar tanks are permitted. Unpainted galvanised iron rainwater tanks will not be permitted. The maximum height of any rainwater tank is 2.4 m and they should be appropriately screened from view from adjoining properties.

The overflow from all rainwater tanks should be directed via underground stormwater pipes to the street.



Data Extract for Section 7 search purposes

Valuation ID 0607317178

Data Extract Date: 22/08/2023

Parcel ID: S13386 U3

Certificate Title: CT5268/916

Property Address: UNIT 3 25 LEWIS CT GILLES PLAINS SA 5086

Zones

General Neighbourhood (GN)

Subzones

No

Zoning overlays

Overlays

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

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

Affordable Housing

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

Building Near Airfields

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

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

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).

N/A

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

- 7748397



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: 2495377

SEARCHLIGHT TECHNOLOGY PTY LTD
POST OFFICE BOX 232
RUNDLE MALL SA 5000

DATE OF ISSUE

22/08/2023

ENQUIRIES:

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

OWNERSHIP NUMBER		OWNERSHIP NAME		
15487464		A SINGH & M KAUR		
PROPERTY DESCRIPTION				
3 / 25 LEWIS CT / GILLES PLAINS SA 5086 / UNIT 3				
ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
0607317178	CT 5268/916	\$410,000.00	1.000	0.400
LEVY DETAILS:		FIXED CHARGE	\$	50.00
		+ VARIABLE CHARGE	\$	165.95
FINANCIAL YEAR		- REMISSION	\$	104.00
2023-2024		- CONCESSION	\$	0.00
		+ ARREARS / - PAYMENTS	\$	0.00
		= <u>AMOUNT PAYABLE</u>	\$	111.95

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 20/11/2023



Government of
South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER

15487464

OWNERSHIP NAME

A SINGH & M KAUR

ASSESSMENT NUMBER

0607317178

AMOUNT PAYABLE

\$111.95

AGENT NUMBER

100031295

AGENT NAME

SEARCHLIGHT TECHNOLOGY PTY LTD

EXPIRY DATE

20/11/2023

+80011742900022> +001571+ <0550505204> <0000011195> +444+

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

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

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at:

OR

By Post to:

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2495377

DATE OF ISSUE

22/08/2023

SEARCHLIGHT TECHNOLOGY PTY LTD
POST OFFICE BOX 232
RUNDLE MALL SA 5000

ENQUIRIES:

Tel: (08) 8226 3750

Email: landtax@sa.gov.au

OWNERSHIP NAME

A SINGH & M KAUR

FINANCIAL YEAR

2023-2024

PROPERTY DESCRIPTION

3 / 25 LEWIS CT / GILLES PLAINS SA 5086 / UNIT 3

ASSESSMENT NUMBER

0607317178

TITLE REF.

(A "+" indicates multiple titles)

CT 5268/916

TAXABLE SITE VALUE

\$197,000.00

AREA

0.0000 HA

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

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

Please Note:

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

ON OR BEFORE

20/11/2023

See overleaf for further information

Government of
South Australia

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at:

OR

By Post to:

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001



Account Number 06 07317 17 8	L.T.O Reference CT5268916	Date of issue 22/8/2023	Agent No. 8623	Receipt No. 2495377
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SEARCHLIGHT TECHNOLOGY
16 BIRDWOOD ST
NETHERBY SA 5062
info@searchlighttechnology.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: A SING & M KAUR
Location: U3 25 LEWIS CT GILLES PLAINS UNIT 3
Description: 4H/U GAR **Capital Value:** \$ 410 000
Rating: Residential

Periodic charges

Raised in current years to 30/9/2023

				\$
		Arrears as at: 30/6/2023	:	0.00
Water main available:	1/7/1995	Water rates	:	74.20
Sewer main available:	1/7/1995	Sewer rates	:	79.50
		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	:	0.00
		Balance outstanding	:	153.70

Degree of concession: 00.00%
Recovery action taken: ACCOUNT SENT

Next quarterly charges: Water supply: 74.20 Sewer: 79.50 Bill: 8/11/2023

This account has no meter of its own but is supplied from account no 06 07316 98 4.

The Water Use apportionment option is Nil.

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



South Australian Water Corporation

Name:

A SING & M KAUR

Water & Sewer AccountAcct. No.: **06 07317 17 8****Amount:** _____**Address:**

U3 25 LEWIS CT GILLES PLAINS UNIT 3

Payment Options

EFT**EFT Payment**

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0607317178

**Bill code: 8888****Ref: 0607317178**

Telephone and Internet Banking — BPAY®

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

**Paying online**

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

**Paying by phone**

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

SA Water account number: 0607317178



Government of
South Australia

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

1300 SA WATER
(1300 729 283)
ABN 69 336 525 019
sawater.com.au



ASCM

t. +61 8 8490 1300

f. +61 8 8490 1399

e. admin@ascm.com.au

ABN 73 058 476 056

1/102 Greenhill Road

Unley SA 5061

www.ascm.com.au

22 August 2023

Strata Corporation 13386 Inc
Not registered for GST

ABN: 26 779 865 949

Tax Invoice

SEARCHLIGHT TECHNOLOGY
PO BOX 232
RUNDLE MALL SA
5000

Ref

Re Lot 3 Strata Corporation 13386 Inc

Fee 105.60 Paid

Above Fee includes GST

TAX INVOICE

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

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

For EFT payments (NOT for settlement purposes);

Adelaide Strata Management

BSB; 185-300

Account No; 303261853

Kind Regards,

Body Corporate Manager

Nellie Perera

Adelaide Strata & Community Management
For the Secretary.

BODY CORPORATE SEARCH STATEMENT

Strata Titles Act 1988 and Community Titles Act 1996

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

Strata Corporation 13386 Inc

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

Reference:

Lot No **3**
Address **25LC/22-27 Lewis Court, Gilles Plains SA 5086**
Owner **Amardeep Singh & Maninder Kaur**

1 Financial Details

1.1 Entitlements

Unit/Lot Entitlement	1710	Total of All Entitlements	10000
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1.2 Contributions - Administrative Fund

Total amount last determined with respect of the lot **\$3,009.60**

Number of instalments payable **5**

Instalment Details:-

Period	Determined	Amount	Due Date	Date Paid	Discount	If Paid By	Notice Date
01/07/22 to 30/09/22	18/08/21	581.40	01/07/22	11/07/22	0.00	01/07/22	13/06/22
01/10/22 to 31/12/22	29/08/22	607.05	01/10/22	29/09/22	0.00	01/10/22	09/09/22
01/01/23 to 31/03/23	29/08/22	607.05	01/01/23	04/01/23	0.00	01/01/23	09/12/22
01/04/23 to 30/06/23	29/08/22	607.05	01/04/23	27/03/23	0.00	01/04/23	10/03/23
01/07/23****30/09/23	29/08/22	607.05	01/07/23	05/07/23	0.00	01/07/23	13/06/23

Amount (if any) outstanding (credit shown with -) **Nil** (Amount unpaid including billed not yet due \$0.00)

Paid to **30/09/23**

1.3 Contributions - Sinking Fund

Total amount last determined with respect of the lot **\$534.40**

Number of instalments payable **5**

Instalment Details:-

Period	Determined	Amount	Due Date	Date Paid	Discount	If Paid By	Notice Date
01/07/22 to 30/09/22	18/08/21	106.88	01/07/22	11/07/22	0.00	01/07/22	13/06/22
01/10/22 to 31/12/22	29/08/22	106.88	01/10/22	29/09/22	0.00	01/10/22	09/09/22
01/01/23 to 31/03/23	29/08/22	106.88	01/01/23	04/01/23	0.00	01/01/23	09/12/22
01/04/23 to 30/06/23	29/08/22	106.88	01/04/23	27/03/23	0.00	01/04/23	10/03/23
01/07/23****30/09/23	29/08/22	106.88	01/07/23	05/07/23	0.00	01/07/23	13/06/23

Amount (if any) outstanding (credit shown with -) **Nil** (Amount unpaid including billed not yet due \$0.00)

Paid to **30/09/23**

1.4 Contributions - Special - Administrative Fund

Amount of the levy payable	Nil	Number of instalments payable	0
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Instalment Details:-

Determined	Amount	Due Date	Date Paid	Discount	If Paid By	Notice Date
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Amount (if any) outstanding (credit shown with -) **Nil** (Amount unpaid including billed not yet due \$0.00)

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

Contributions - Special - Sinking Fund

Amount of the levy payable	\$1,306.96	Number of instalments payable	2
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Instalment Details:-

Determined	Amount	Due Date	Date Paid	Discount	If Paid By	Notice Date
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See Annexure 'Levy Details'

Amount (if any) outstanding (credit shown with -) **Nil** (Amount unpaid including billed not yet due \$0.00)

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

See Annexure 'Levy Details'

1.5 Money Unpaid Pursuant to By-Law

Amount payable under a by-law

Nil

Date when amount due

1.6 Interest on Unpaid Contributions

Rate of interest payable on contributions

15.00 per cent

Amount of interest payable in relation to outstanding contributions

Nil

Daily interest amount accruing

Nil

1.7 Other amounts owing

Purpose

Fund

Amount

Due Date

Amount Due

1.8 Water Billing Arrangements

Corporation

1.9 Expenditure By Corporation

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

None known other than those recorded in the minutes supplied.

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

None known other than those recorded in the minutes supplied.

1.10 Assets and Liabilities of the Corporation

(a) Bank Account Name **Adelaide Strata Management Pty Ltd Trust Account 13386**(b) Bank Account Held At **MBL, Pirie Street Adelaide SA 5000**(c) Sinking Fund Balance **\$12,616.31**(d) Administration Fund Balance **\$-1,999.92**(e) Liabilities (excluding those above and as described in 1.2 herein) **Nil**

2 Insurance Policies

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

3 Documents Supplied

- (a) Minutes of General and Committee meetings of the Corporation for the last two (2) years.
 - (b) Details of any special or unanimous resolutions affecting the unit or common property passed in the last five (5) years (excluding those contained in (a) above).
 - (c) Statement of Accounts of the Corporation last prepared.
 - (d) The Articles/By Laws now in force.
 - (e) All current policies of insurance taken out by the Corporation.
-

4 Document Inspection

The Corporations records are available for inspection at Adelaide Strata & Community Management, 102 Greenhill Road, Unley on any working day between 10:00am and 4:00 pm. Please phone 8490 1300 to make an appointment. (NB: A fee of \$5.00 may be charged for an inspection)

Statement Date **22 August 2023**

Signed for and on behalf of **Strata Corporation 13386 Inc**

By: *Nellie Perera*

Nellie Perera
Corporation Manager

Note: Conveyancers attention is drawn to the following:

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

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

Strata Corporation 13386 Inc

ABN 26 779 865 949
25LC/22-27 LEWIS COURT GILLES PLAINS SA 5086

Managed by Adelaide Strata & Community Management ABN 73 058 476 056 on behalf of the Corporation.

e. admin@ascm.com.au
t. +61 8 8490 1300
w. ascm.com.au
a. 1/102 Greenhill Road Unley SA 5061



Community Titles Act 1996 / Strata Titles Act 1988 NOTICE OF CONTRIBUTIONS

Amardeep Singh & Maninder Kaur
11A Swan Street
Greenacres SA 5086

Date of Notice	22 August 2023		
A/c No	3		
Lot No	3	Unit No	25LC
Entitlements	1710		

Account	Period	Due Date	Amount	Discount	If received by	Net Amount
Administrative Fund	01/07/23 to 30/09/23	01/07/2023	\$607.05	\$0.00		\$607.05
Sinking Fund	01/07/23 to 30/09/23	01/07/2023	\$106.88	\$0.00		\$106.88
Prepayments & Discounts			(\$713.93)	\$0.00		(\$713.93)
Totals			\$0.00	\$0.00		Nil

Teller stamp and initials		Amount Paid
		\$
		Date Paid
		/ /

Tel: 1300 552 311
Ref: 1335 3105 9

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

www.stratamax.com.au
Ref: 1335 3105 9

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

www.stratapay.com/ddr
Ref: 1335 3105 9

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

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



Account Reference
3/25LC 13386/1000000003
Reference Name
Amardeep Singh & Maninder Kaur

StrataPay Reference No.

1335 3105 9

Due Date

01 Jul 23

Amount

\$0.00

Biller Code: 96503
Ref: 226758514 1000 0000 037

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

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

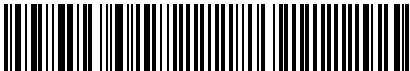
Make cheques payable to:
Adelaide Strata Management
Pty Ltd Trust Account 13386

DEFT PAYMENT SYSTEMS



DEFT Reference Number
226758514 1000 0000 037

Managed by
ADELAIDE STRATA MANAGEMENT P/L
Account
Adelaide Strata Management
Pty Ltd Trust Account 13386



*496 226758514 10000000037

Account History

Date	Description	Administrative Fund	Sinking Fund	Other	Total	Balance
	Brought forward				1,341.76	1,341.76
11/07/22	Receipt	-581.40	-106.88		-688.28	653.48
18/07/22	Receipt		-653.48		-653.48	0.00
09/09/22	01/10/22 To 31/12/22	607.05	106.88		713.93	713.93
14/09/22	Special 01/10/22		653.48		653.48	1,367.41
29/09/22	Receipt	-607.05	-760.36		-1,367.41	0.00
09/12/22	01/01/23 To 31/03/23	607.05	106.88		713.93	713.93
04/01/23	Receipt	-607.05	-106.88		-713.93	0.00
10/03/23	01/04/23 To 30/06/23	607.05	106.88		713.93	713.93
27/03/23	Receipt	-607.05	-106.88		-713.93	0.00
13/06/23	01/07/23 To 30/09/23	607.05	106.88		713.93	713.93
05/07/23	Receipt	-607.05	-106.88		-713.93	0.00

Strata Corporation 13386 Inc

22-27 Lewis Court Gilles Plains SA 5086

BALANCE SHEET

AS AT 31 MAY 2023

	ACTUAL 31/05/2023	ACTUAL 31/05/2022
<u>OWNERS FUNDS</u>		
Administrative Fund	(3,491.68)	5,588.76
Sinking Fund	11,991.30	1,848.24
<u>TOTAL</u>	<u>\$ 8,499.62</u>	<u>\$ 7,437.00</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Cash At Bank	365.36	1,609.18
Investment Account 2	8,123.26	5,007.57
Levies In Arrears	0.00	715.64
Other Arrears	0.00	93.61
<u>TOTAL ASSETS</u>	<u>8,488.62</u>	<u>7,426.00</u>
<u>LIABILITIES</u>		
Unpaid Owners Arrears Fees	(11.00)	(11.00)
<u>TOTAL LIABILITIES</u>	<u>(11.00)</u>	<u>(11.00)</u>
<u>NET ASSETS</u>	<u>\$ 8,499.62</u>	<u>\$ 7,437.00</u>

Strata Corporation 13386 Inc

22-27 Lewis Court Gilles Plains SA 5086

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JUNE 2022 TO 31 MAY 2023

	ACTUAL 01/06/22-31/05/23	BUDGET 01/06/22-31/05/23	VARIANCE %	ACTUAL 01/06/21-31/05/22
<u>ADMINISTRATIVE FUND</u>				
<u>INCOME</u>				
Levies - Administrative Fund	14,050.00	14,200.00	98.94	13,600.00
Bank Interest	115.69	0.00		5.33
Interest On Overdue Levies	187.78	0.00		62.63
<u>TOTAL ADMIN. FUND INCOME</u>	14,353.47	14,200.00		13,667.96
<u>EXPENDITURE - ADMIN. FUND</u>				
<u>MANAGEMENT CHARGES</u>				
Account Management Fee	98.40	98.64	99.76	98.40
Bank Charges	2.22	1.00	222.00	(16.25)
Income Tax Return Preparation	205.00	205.00	100.00	205.00
Management Fees	1,330.86	1,334.21	99.75	1,320.96
<u>INSURANCE EXPENSE</u>				
Insurance Premium	3,729.11	4,290.00	86.93	3,576.74
Insurance Stamp Duty	344.07	0.00		0.00
<u>EQUIPMENT</u>				
<u>INSURANCE RECOVERY</u>				
Insurance Recovery-Other	0.00	0.00	0.00	300.00
<u>REPAIRS & MAINTENANCE</u>				
Building Maintenance	12,644.45	50.00	25,288.90	969.44
Consultancy Services	242.00	0.00		0.00
Gate Repairs	150.00	0.00		0.00
Grounds Maintenance	860.00	1,250.00	68.80	1,120.00
Gutter And Stormwater Maintena	0.00	1,000.00	0.00	1,122.00
Painting	(539.00)	0.00	0.00	0.00
Pest Control	1,205.84	1,200.00	100.49	1,155.00
Plumbing Maintenance	(181.50)	600.00	(30.25)	0.00
Sewer & Drainage Works	365.00	275.00	132.73	358.88
<u>SERVICES</u>				
Audit	145.00	145.00	100.00	145.00
Archive/Data Storage	25.20	25.20	100.00	25.20
Disbursements	397.86	451.00	88.22	437.08
Meeting Fees	583.00	418.00	139.47	418.00
Valuation	0.00	275.00	0.00	275.00

Strata Corporation 13386 Inc

22-27 Lewis Court Gilles Plains SA 5086

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JUNE 2022 TO 31 MAY 2023

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/06/22-31/05/23	01/06/22-31/05/23	%	01/06/21-31/05/22
Water Usage	1,826.40	2,500.00	73.06	2,733.01
<u>TOTAL ADMIN. EXPENDITURE</u>	<u>23,433.91</u>	<u>14,118.05</u>		<u>14,243.46</u>
<u>SURPLUS / DEFICIT</u>	<u>\$ (9,080.44)</u>	<u>\$ 81.95</u>		<u>\$ (575.50)</u>
Opening Admin. Balance	5,588.76	5,588.76	100.00	6,164.26
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ (3,491.68)</u>	<u>\$ 5,670.71</u>		<u>\$ 5,588.76</u>

Strata Corporation 13386 Inc

22-27 Lewis Court Gilles Plains SA 5086

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JUNE 2022 TO 31 MAY 2023

	ACTUAL 01/06/22-31/05/23	BUDGET 01/06/22-31/05/23	VARIANCE %	ACTUAL 01/06/21-31/05/22
<u>SINKING FUND</u>				
<u>INCOME</u>				
Levies - Sinking Fund	2,500.04	2,500.00	100.00	2,100.04
Special Sinking Fund Levy	7,643.02	7,643.00	100.00	0.00
<u>TOTAL SINKING FUND INCOME</u>	10,143.06	10,143.00		2,100.04
<u>EXPENDITURE - SINKING FUND</u>				
<u>REPAIRS & MAINTENANCE</u>				
Building Repairs	0.00	7,642.80	0.00	0.00
Sewer & Drainage Works	0.00	0.00	0.00	2,925.78
<u>TOTAL SINK. FUND EXPENDITURE</u>	0.00	7,642.80		2,925.78
<u>SURPLUS / DEFICIT</u>	\$ 10,143.06	\$ 2,500.20		\$ (825.74)
Opening Sinking Fund Balance	1,848.24	1,848.24	100.00	2,673.98
<u>SINKING FUND BALANCE</u>	\$ 11,991.30	\$ 4,348.44		\$ 1,848.24

Strata Corporation 13386 Inc
22-27 Lewis Court
Gilles Plains SA 5086

LOT BALANCE REPORT
31 May 2023

<u>Lot No</u>	<u>Unit No</u>	<u>Administrative Fund</u>	<u>Sinking Fund</u>	<u>Other</u>	<u>Total</u>
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**STRATA COMMUNITY
INSURANCE**

stratacommunityinsure.com.au

T 1300 SCINSURE (1300 724 678)
E myenquiry@scinsure.com.au
A 12 Tucker Street, Adelaide SA 5000

CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	SRSC20005972
PDS AND POLICY WORDING	Residential Strata PDS & Policy Wording SCI034-Policy-RS-PPW-02/2021
THE INSURED	Strata Corporation No. 13386 Inc.
SITUATION	22-27 Lewis Court Gilles Plains SA 5086
PERIOD OF INSURANCE	Commencement Date: 4.00pm on 15/09/22 Expiry Date: 4.00pm on 15/09/23
INTERMEDIARY	Body Corporate Brokers
ADDRESS	Suite 2, Level 12, 390 St Kilda Road Melbourne VIC 3004
DATE OF ISSUE	16 September 2022

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$2,200,000
		Common Area Contents	\$22,000
	PART B	2. Terrorism Cover under Section 1 Part A2	Applies
		Loss of Rent/Temporary Accommodation	\$330,000
SECTION 2	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
SECTION 3	Liability		\$30,000,000
SECTION 4	Voluntary Workers		\$200,000/\$2,000
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$250,000
SECTION 7	Catastrophe		\$660,000
SECTION 8	PART A - Government Audit Costs - Professional Fees		\$25,000
	PART B - Appeal Expenses		\$100,000
	PART C - Legal Defence Expenses		\$50,000
SECTION 9	Lot Owners' Fixtures and Improvements		\$300,000

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. 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. It is issued as a matter of information only and does not confer any rights on the holder or any noted interested parties. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

MINUTES OF THE ANNUAL GENERAL MEETING

STRATA CORPORATION 13386 INC.

22-27 Lewis Court, Gilles Plains

DATE :- 02 / August / 2022 at 6:00 PM

LOCATION :- via Teleconference Call

1. PRESENT (via Teleconference call):-

NIL

• **Present via Absentee StrataVote :-**

Noel Harvie	
-------------	--

• **Proxies :-**

Chan Gu & Hyun Ok Kim PROXY to ASCM	
-------------------------------------	--

Proxies received by the Body Corporate Manager prior to the meeting are available for inspection, and were conveyed by the Manager to those owners in attendance via Conference Call.

• **In Attendance :-**

Niki Hassell representing Adelaide Strata & Community Management.

• **Quorum :-**

A Quorum was NOT declared as there were 2 out of a possible 6 units represented.

NEXT MEETING

To be reconvened at 2:30 PM on 15 / August / 2022 via teleconference.

Meeting Adjourned At 6:30 Pm

A discussion was held between the unit owners present and the Body Corporate Manager, voting directions were given for the Body Corporate Manager to act as the proxy for the owners present at the reconvened meeting.

MINUTES OF THE ADJOURNED ANNUAL GENERAL MEETING

STRATA CORPORATION 13386 INC.

22-27 Lewis Court, Gilles Plains, SA, 5089

DATE :- 15 / August / 2022 at 2:30 PM

LOCATION :- via Teleconference Call

• **PRESENT (In-person and/or via Teleconference call):-**

NIL

• **Present via Absentee StrataVote :-**

Noel Harvie	
-------------	--

• **Proxies :-**

Chan Gu & Hyun Ok Kim PROXY to ASCM	
-------------------------------------	--

Proxies received by the Body Corporate Manager prior to the meeting are available for inspection, and were conveyed by the Manager to those owners in attendance via Conference Call.

- **In Attendance :-**

Niki Hassell representing Adelaide Strata & Community Management.

- **Quorum**

A Quorum was declared.

- **Meeting Assistance**

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

- **Arrears**

It was noted that at the time of the meeting, Unit **2** were in arrears and therefore are not entitled to cast a vote for any resolution other than a Unanimous Resolution.

The Body Corporate Manager advised the meeting in regards to the Strata Titles Act;

Strata Titles Act; Section 34 (7)

(7) Except where a unanimous resolution is required, a vote is not exercisable in relation to a unit unless all amounts due and payable to the Strata Corporation in respect of the unit have been paid.

2. MINUTES OF THE PREVIOUS GENERAL MEETING

Motion tabled: The Minutes of the General Meeting held on 16/06/2022 be accepted as a true and accurate record.

Motion Carried

3. FINANCIAL STATEMENT

Motion tabled: The Financial Statement as circulated to owners for the period 01/06/2021 to 31/05/2022 be accepted and adopted as tabled.

The financial statement indicated the following:

	Income	Expenses	Surplus / Deficit	Equity
Administration Fund	\$ 13,667.96	\$ 14,233.46	\$ -575.50	\$ 5,588.76
Sinking Fund	\$ 2,100.04	\$ 2,925.78	\$ -824.74	\$ 1,848.24

Motion Carried

4. APPOINTMENTS

4.1. Body Corporate Managers

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

Motion tabled: Adelaide Strata & Community Management be appointed as Body Corporate Managers of the Corporation for the next twelve months for a fee of **\$ 1334.21** (inclusive of GST). The Body Corporate Management and Corporation responsibilities are in accordance with the Management Agreement. The Presiding Officer (Or another Office Bearer) is authorised to sign the Management Agreement on behalf of the Corporation.

Motion Carried

4.2. Office Bearers

The following appointments were made for the coming year:

- Presiding Officer; Noel Harvie
- Secretary; Noel Harvie
- Treasurer; Noel Harvie

4.3. Management Committee

It was resolved that the Office Bearers constitute a Management Committee.

4.4. Appointment of Auditor

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

Motion Carried

5. REVIEW OF INSURANCE POLICIES

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

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

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

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

5.1. Insurance Valuation

The Body Corporate Manager advised that the Corporation last arranged for an insurance valuation in June 2021 and that the replacement value was assessed then at \$ 2,200,000

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

Where a valuation determines a reduction in building sum insured, then the Office Bearers are authorised if to reduce the limits of cover, failing which there will be no changes by the Manager.

Any increase in building sum insured determined by the Valuer will be applied within 7 days.

Motion Carried

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

5.2. Current Insurance Details

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

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

The Body Corporate Manager advised regarding a renewal proposal and other quotations from financially secure strata insurers for a further year's insurance to be made available for consideration.

- Current Cover Through: SCI

5.3. Insurance Renewal Directions

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

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

- Building Sum Insured \$ 2,200,000
- Legal Liability \$ 20,000,000
- Office Bearers Liability \$ 250,000
- Fidelity Cover \$ 100,000
- Common Contents \$ 22,000
- Catastrophe Cover \$ 660,000

Motion Carried

As the quote was not available at the time of the meeting, the quotes will be forwarded to the Office Bearers to seek further instructions.

• **Financial Services Guide**

The Body Corporate Manager advised that the Financial Services Guide for the Broker would be presented to the Presiding Officer with the renewal proposal and noted that the booklet is available for all members of the Corporation should they wish to have a copy.

• **Product Disclosure Statement**

The Body Corporate Manager advised that the Strata Insurance Plan Product Disclosure Statement would be presented to the Presiding Officer with the renewal proposal and noted that the booklet is available for all members of the Corporation should they wish to have a copy which can be emailed or posted to an owner if required.

• **Standing Direction**

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

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

6. PROPERTY MAINTENANCE

Gutter Cleaning

The Body Corporate Manager advised the owners that it is the responsibility of the Corporation to undertake cleaning of gutters and downpipes.

It was agreed for the Corporation to continue with the services of MINC Services for the annual Gutter Cleaning to be carried out in May.

Pest Control

It was agreed that the Body Corporate Manager will arrange for the annual termite inspection which will be carried out in July by Adelaide Pest Control. All unit owners will be required to provide access to their unit, if applicable Tenants should be advised by the owner.

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

Garden Maintenance

It was agreed that the Corporation continues with the services of DK Lawn and Garden for the monthly garden maintenance at the property.

The Body Corporate Manager requested any further maintenance/repair concerns to be tabled for consideration;

- As there were no further maintenance/repair items for discussion, the meeting proceeded.

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

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

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

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

	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027+
PROJECTED OPENING FUNDS	\$1,848.24	\$4,348.44	\$11,348.44	\$848.44	\$2,348.44
Projected Levy Income	\$2,500.00	\$7,000.00	\$1,500.00	\$1,500.00	\$1,500.00
Special Levy	\$7,643.00				
Projected Expenditure					
Painting					
Unit 25 Repairs	-\$7,642.80		-\$12,000.00		
PROJECTED CLOSING FUNDS	\$4,348.44	\$11,348.44	\$848.44	\$2,348.44	\$3,848.44

As this Corporation consists of 6 Units being **equal to** 6 Units;

To resolve that the Body Corporate Manager arrange for a Sinking Fund Analysis to be prepared for presentation at the next Annual General Meeting.

Motion Denied

8. BUDGET AND LEVIES

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

EXPENDITURE	Annual \$
Account Management Fee	\$98.64
Archive/storage	\$25.20
Audit	\$145.00
Bank Charges	\$1.00
Building Maintenance	\$50.00
Disbursements (Fixed \$405) + Work Orders/Reports \$46.2	\$451.00
Grounds Maintenance	\$1,250.00
Gutter and Storm Cleaning	\$1,000.00
Income Tax Preparation	\$205.00
Insurance Premium	\$4,290.00
Management Fee	\$1,334.21
Meeting Fee (after 5 pm meeting)	\$253.00
Meeting Fee (adjourned meeting fee)	\$165.00
Pest Inspection	\$1,200.00
Plumbing Maintenance	\$600.00
Sewer and Drainage Maintenance	\$275.00
Water Usage Common	\$2,500.00
Valuation	\$275.00
TOTAL EXP	\$14,118.05

8.1. Quarterly Levies

Motion tabled: The Corporation Administration Levy and the Sinking Fund Levy be set in accordance with the proposed budget, raising a total of \$14,200 in the Administrative Fund & a total of \$2,500 in the Sinking Fund.

Motion Carried

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

	Lot	Administrative	Sinking		Special
	Entitlement	Fund	Fund	Total	Sinking Fund
Lot 1	1660	\$589.30	\$103.75	\$693.05	\$634.37
Lot 2	1650	\$585.75	\$103.13	\$688.88	\$630.55
Lot 3	1710	\$607.05	\$106.88	\$713.93	\$653.48
Lot 4	1660	\$589.30	\$103.75	\$693.05	\$634.37
Lot 5	1660	\$589.30	\$103.75	\$693.05	\$634.37
Lot 6	1660	\$589.30	\$103.75	\$693.05	\$634.37
Total	10000	\$3,550.00	\$625.00	\$4,175.00	\$3,821.50

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

8.2. Special Levy Adopted

As per minutes from the 2022 Extraordinary General Meeting held on Thursday, 16th of June, SC 13386 INC have approved the collection of the Special Sinking Fund levy, totalling \$7,643.00. First instalment was due the 15th of July and the second instalment is due and payable on the 1st of October 2022. Once all funds have been collected, the Body Corporate Manager will engage Lead Construction, also as agreed at the June 2022 Extraordinary General Meeting, to complete the scope of works as per quote.

8.3. Shortfall Of Funds

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

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

9. APPROVALS FOR PRESCRIBED WORKS

Nil requested

10. ADOPTION OF POLICIES

10.1. Review of Previous Policies;

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

Disbursements Directions (Correspondence To Owners)

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

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

Strata Directory

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

Failure To Notify Change Of Contact Details

It was resolved to authorise the Body Corporate Manager to conduct a search for owners who have failed to notify the Corporation of their change of contact details. It was further resolved that any cost incurred by the

Corporation including but not limited to Management Agreement charges are to be recovered from the relevant owners'.

Financial Charges

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

Levy Arrears

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

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

Notices From the Corporation to Owners

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

Maintenance Policy

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

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

11. GENERAL BUSINESS

After-Hours Emergency Maintenance

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

12. VENUE, DATE AND TIME OF NEXT MEETING

The next AGM is to be scheduled at 2:30 PM on or about 01/08/2023 via teleconference.

13. MEETING CLOSURE

The meeting closed at 3:00 PM

MINUTES OF THE ANNUAL GENERAL MEETING

STRATA CORPORATION 13386 INC.

22-27 Lewis Court, Gilles Plains SA 5086

DATE :- **Tuesday 03 August 2021** at **6.00 PM**

LOCATION :- via Teleconference Call

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

NIL

• **Present via Absentee StrataVote :-**

Noel Harvie	
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• **Proxies :-**

Robert Wilson PROXY to ASCM (received after the meeting)	
--	--

• **In Attendance :-**

Nicole Hassell representing Adelaide Strata & Community Management.

• **Quorum :-**

A Quorum was NOT declared as there were 2 out of a possible 6 units represented.

NEXT MEETING

To be reconvened at 10:00 AM on 17th August 2021 via teleconference.

Meeting Adjourned At 6:30 Pm

A discussion was held between the unit owners present and the Body Corporate Manager, voting directions were given for the Body Corporate Manager to act as the proxy for the owners present at the reconvened meeting.

MINUTES OF THE ADJOURNED ANNUAL GENERAL MEETING

STRATA CORPORATION 13386 INC.

22-27 Lewis Court, Gilles Plains, SA, 5086

DATE :- **17 / August / 2021** at **10:00 AM**

LOCATION :- via Teleconference Call

• **PRESENT (via Teleconference call):-**
NIL

• **Present via Absentee StrataVote :-**

Noel Harvie	
-------------	--

• **Proxies :-**

Robert Wilson PROXY to ASCM	
-----------------------------	--

Proxies received by the Body Corporate Manager prior to the meeting are available for inspection, and were conveyed by the Manager to those owners in attendance via Conference Call.

- **In Attendance :-**

Nicole Hassell representing Adelaide Strata & Community Management.

- **Quorum**

A Quorum was declared.

- **Meeting Assistance**

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

2. MINUTES OF THE PREVIOUS GENERAL MEETING

Motion tabled: The Minutes of the General Meeting held on 06/08/2020 be accepted as a true and accurate record.

Motion Abstained

As the motion has been abstained at the 2020 and 2021 Annual General Meetings, this will need to be approved at the 2022 Annual General Meeting.

3. FINANCIAL STATEMENT

Motion tabled: The Financial Statement as circulated to owners for the period 01/06/2020 to 31/05/2021 be accepted and adopted as tabled.

The financial statement indicated the following:

	Income	Expenses	Surplus	Equity
Administration Fund	\$ 14,571.31	\$ 9,484.53	\$ 5,086.78	\$ 6,164.26
Sinking Fund	\$ 900.04	\$ 0.00	\$ 900.04	\$ 2,673.98

Motion Carried

4. APPOINTMENTS

a. Body Corporate Managers

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

Motion tabled: Adelaide Strata & Community Management be appointed as Body Corporate Managers of the Corporation for the next twelve months for a fee of **\$1,321.00** (inclusive of GST). The Body Corporate Management and Corporation responsibilities are in accordance with the Management Agreement. The Presiding Officer (Or another Office Bearer) is authorised to sign the Management Agreement on behalf of the Corporation.

Motion Carried

b. Office Bearers

The following appointments were made for the coming year:

- Presiding Officer; Noel Harvie
- Secretary; Noel Harvie
- Treasurer; Noel Harvie

c. Management Committee

It was resolved that the Office Bearers constitute a Management Committee.

d. Appointment of Auditor

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

Motion Carried

5. REVIEW OF INSURANCE POLICIES

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

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

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

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

a. Insurance Valuation

The Body Corporate Manager advised that the Corporation last arranged for an insurance valuation in June 2021 and that the replacement value was assessed then at \$ 2,200,000.00

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

Where a valuation determines a reduction in building sum insured, then the Office Bearers are authorised if to reduce the limits of cover, failing which there will be no changes by the Manager.

Any increase in building sum insured determined by the Valuer will be applied within 7 days.

Motion Carried

Since the latest valuation was completed in 2021, the Body Corporate Manager will not be sending a work order for this to be completed.

b. Current Insurance Details

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

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

The Body Corporate Manager tabled other quotations from financially secure strata insurers for a further year's insurance.

- Current Cover Through; SCI

c. Insurance Renewal Directions (due in September)

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

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

- | | |
|----------------------------|---------------|
| • Building Sum Insured | \$ 2,200,000 |
| • Legal Liability | \$ 20,000,000 |
| • Office Bearers Liability | \$ 250,000 |
| • Fidelity Cover | \$ 100,000 |
| • Common Contents | \$ 22,000 |
| • Catastrophe Cover | \$ 660,000 |

Motion Carried

• Financial Services Guide

The Body Corporate Manager advised that the Financial Services Guide for the Broker would be presented to the Presiding Officer with the renewal proposal and noted that the booklet is available for all members of the Corporation should they wish to have a copy.

- **Product Disclosure Statement**

The Body Corporate Manager advised that the Strata Insurance Plan Product Disclosure Statement would be presented to the Presiding Officer with the renewal proposal and noted that the booklet is available for all members of the Corporation should they wish to have a copy which can be emailed or posted to an owner if required.

- **Standing Direction**

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

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

6. PROPERTY MAINTENANCE

Gutter Cleaning

The Body Corporate Manager advised the owners that it is the responsibility of the Corporation to undertake cleaning of gutters and downpipes.

It was agreed for the Corporation to continue with the services of MINC Services for the annual Gutter Cleaning to be carried out in May.

Pest Control

It was agreed that the Body Corporate Manager will arrange for the annual termite inspection which will be carried out in July by Adelaide Pest Control. All unit owners will be required to provide access to their unit, if applicable Tenants should be advised by the owner.

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

Garden Maintenance

It was agreed that the Corporation continues with the services of DK Lawn and Garden for the monthly garden maintenance at the property.

The Body Corporate Manager requested any further maintenance/repair concerns to be tabled for consideration;

- As there were no further maintenance/repair items for discussion, the meeting proceeded.

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

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

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

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

	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026+
PROJECTED OPENING FUNDS	\$2,673.98	\$5,173.98	\$173.98	\$1,673.98	\$3,173.98
Projected Levy Income	\$2,500.00	\$7,000.00	\$1,500.00	\$1,500.00	\$1,500.00
Projected Expenditure Painting		-\$12,000.00			
PROJECTED CLOSING FUNDS	\$5,173.98	\$173.98	\$1,673.98	\$3,173.98	\$4,673.98

As this Corporation consists of 6 Units being equal to 6 Units;

To resolve that the Body Corporate Manager arrange for a Sinking Fund Analysis to be prepared for presentation at the next Annual General Meeting.

Motion Denied

8. BUDGET AND LEVIES

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

EXPENDITURE	Annual \$
Account Management Fee	\$98.64
Archive/storage	\$25.20
Audit	\$145.00
Bank Charges	\$1.00
Building Maintenance	\$50.00
Disbursement + Work orders	\$404.00
Grounds Maintenance	\$1,250.00
Gutter and Storm Cleaning	\$660.00
Income Tax Preparation	\$205.00
Insurance Premium	\$3,200.00
Management Fee	\$1,321.00
Meeting Fee (after 5 pm meeting)	\$253.00
Pest Inspection	\$1,200.00
Plumbing Maintenance	\$600.00
Sewer and Drainage Maintenance	\$275.00
Water Usage Common	\$2,000.00
TOTAL EXP	\$11,687.84

a. Quarterly Levies

Motion tabled: The Corporation Administration Levy and the Sinking Fund Levy be set in accordance with the proposed budget, raising a total of \$13,600.00 in the Administrative Fund & a total of \$2,500.00 in the Sinking Fund.

Motion Carried

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

	Lot	Administrative	Sinking	
	Entitlement	Fund	Fund	Total
Lot 1	1660	\$564.40	\$103.75	\$668.15
Lot 2	1650	\$561.00	\$103.13	\$664.13
Lot 3	1710	\$581.40	\$106.88	\$688.28
Lot 4	1660	\$564.40	\$103.75	\$668.15
Lot 5	1660	\$564.40	\$103.75	\$668.15
Lot 6	1660	\$564.40	\$103.75	\$668.15
Total	10000	\$3,400.00	\$625.00	\$4,025.00

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

b. Shortfall Of Funds

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

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

9. APPROVALS FOR PRESCRIBED WORKS

Nil requested

10. ADOPTION OF POLICIES

a. Review of Previous Policies;

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

Disbursements Directions (Correspondence To Owners)

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

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

Strata Directory

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

Failure To Notify Change Of Contact Details

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

Financial Charges

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

Levy Arrears

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

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

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

Notices From the Corporation to Owners

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

11. GENERAL BUSINESS

After-Hours Emergency Maintenance

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

12. VENUE, DATE AND TIME OF NEXT MEETING

The next AGM is to be scheduled at 6:00 PM on or about 02/08/2022 at U1/102 Greenhill Road Unley.

13. MEETING CLOSURE

The meeting closed at 10:30 AM

MINUTES OF THE EXTRAORDINARY GENERAL MEETING

STRATA CORPORATION 13386 INC.

22-27 Lewis Court, Gilles Plains SA 5086

DATE :- Thursday 16 June 2022 at 2.30 PM

LOCATION :- via Conference Call

1. PRESENT via Conference call:-

NIL

• Present via Absentee StrataVote :-

Robert Wilson	Noel Harvie
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Proxies :-

Chan Gu and Hyun Ok Kim PROXY to ASCM	
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Proxies received by the Body Corporate Manager prior to the meeting are available for inspection, and were conveyed by the Manager to those owners in attendance via Conference Call.

In Attendance :-

Nicole Hassell representing Adelaide Strata & Community Management.

Quorum :-

A Quorum was declared as there were 3 out of a possible 6 units represented.

Meeting Assistance :-

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

Arrears :-

It was noted that at the time of the meeting, Unit(s) 2 were in arrears and therefore are not entitled to cast a vote for any resolution other than a Unanimous Resolution.

The Body Corporate Manager advised the meeting in regards to the Strata Titles Act;

Strata Titles Act; Section 34 (7)

(7) Except where a unanimous resolution is required, a vote is not exercisable in relation to a unit unless all amounts due and payable to the strata corporation in respect of the unit have been paid.

1. MINUTES OF THE PREVIOUS GENERAL MEETING

Motion tabled: The Minutes of the General Meeting held on 03/08/2021 be accepted as a true and accurate record.

Votes for; 1 Votes against; Abstained; 2 **Motion Carried**

2. FINANCIAL REVIEW

The Body Corporate Manager tabled the current Financial Statement indicating the following:

- A balance of \$5,334.76 in the Administration Fund and \$ 1,848.24 in the Sinking Fund as at the time of this meeting.

3. GENERAL BUSINESS / APPROVALS & POLICIES

25 Lewis Court Repairs - Lead Construct

To Resolve: SC 13386 INC approve, by Ordinary Resolution, to engage Lead Construct to perform repairs to 25 Lewis Court, as per the attached quote. The work order will be sent once all funds have been raised.

Votes for; 2 Votes against; Abstained; 1 **Motion Carried**

Special Sinking Fund Levy

To resolve that; a Special Sinking Fund Levy of \$7,643.00 be raised in accordance with Unit Entitlement to cover repairs to 25 Lewis Court, and for the levy to be due payable, over 2 quarters. First payment is due and payable on the 15th of July and the last payment due and payable on 1/10/22.

Votes for; 2 Votes against; Abstained; 1 **Motion Carried**

4. MEETING CLOSED AT 3:00 PM

STRATA CORPORATION NO 13386 INC

22 - 27 Lewis Court, Gilles Plains SA 5086

The following is a summary of policy decisions, special and unanimous resolutions resolved by the Strata Corporation.

The relevant minutes should be consulted for precise wording of the resolutions.

Date of Meeting	Details
7/6/95	<p><u>Levy Raising Authority</u> - resolved that should additional funds be required, authority be given to any of the appointed officers to obtain the necessary capital from the persons registered as proprietors of a unit at the date when the Corporation's liability arose and further that such funds be raised in accordance with the units of entitlement.</p> <p><u>Overdue Interest</u> - agreed that the payment of the Strata Fund Account is a unit holder responsibility and must be paid within 30 days of the due date. If any account is not paid, unit owners are required to pay interest on the overdue amount at the rate of 10% per annum calculated from the due date of the account until payment, and to pay all expenses incurred in pursuing recovery of overdue amounts.</p> <p><u>Animals</u> (Article 4) - unit owners may apply to keep a (small) dog or a desexed cat and that such approval shall remain at the pleasure of the strata corporation.</p> <p><u>Real Estate Signs</u> (Article 8) - agreed that a 900 x 600mm real estate sign may be erected for the sale or rental of individual units provided such sign identifies the number of the unit and is removed within 48 hours of settlement or agreement.</p> <p><u>Rainwater Tanks</u> - may be erected within any unit yard subsidiary provided the exterior is painted a colour similar to the adjacent surfaces.</p> <p><u>Heating Appliance Vents</u> - may be installed in any unit provided the flue protrudes through the roof at the rear of the unit</p> <p><u>Airconditioners</u> - may be installed at any unit provided they match the roof colour and are not mounted on any front walls.</p> <p><u>Security Screens</u> - doors and windows may be fitted at any unit provided the pattern and design is similar to the existing doors as at Unit 6.</p> <p><u>Security Shutters</u> - are not permitted at any unit.</p> <p><u>Awnings</u> - may be applied for.</p> <p><u>Storage Sheds</u> - may be erected in any unit yard subsidiary provided the exterior matches the adjacent surfaces and do not exceed 2m x 2m x 2m.</p> <p><u>TV Antennae</u> - may be installed at any unit.</p>
4/6/97	<p><u>Grounds/Garden</u> is the responsibility of the unit owner this includes watering of the lawn in front of their respective unit and the driveway garden strip. If the unit owner fails to do so a garden contractor will be notified to carry out the work and the unit owner will be levied to recover the costs.</p>
21/8/2000	<p><u>Overdue Account Charges</u> - advised that monthly invoices would be forward to remind owners of their overdue contributions and that a charge of \$5 will apply. This charge is allowed for in the Management Agreement and will be an expense to be paid by the unit owner(s) involved. Agreed that in the case of contributions being more than three months in arrears, the above charge is authorised.</p>

NB: The relevant minutes should be consulted for precise wording of the resolutions.

STRATA CORPORATION NO 13386 INC

22 - 27 Lewis Court, Gilles Plains SA 5086

Garden/Grounds - "Handy Harry" was the current contractor maintaining the gardens/grounds with the assistance of the owners for a fee of \$35 per visit.

Exclusive Benefit Recoveries - agreed that should any building or building improvement repairs and maintenance be carried out for the exclusive benefit of a particular unit then the Corporation may recover such costs from the unit holder(s) concerned.

Book Meetings - agreed that should any person wish to apply to the Corporation for an approval of any kind which is for their exclusive benefit, other than at the AGM, will be charged a \$50 fee.

20/8/01

Paths Separating from Buildings

It was advised that some of the paths were separating from the buildings (especially Unit 4).

It was advised that as the paths were within the yard subsidiaries of each unit they are the responsibility of the respective owners to attend to.

"Foxtel" Cable and Satellite Pay TV Antennae

It was agreed that Foxtel may install Pay TV antennae on the roofs of the units, provided they are not visible from the front driveway.

Paths

Owners may replace their paths around their buildings with pavers, provided that there is easy access to underground facilities and the pavers slope away from the building.

Pergola

Unit 4

19/8/01

Overdue Account Charges

It was advised that due to concerns regarding overdue and delinquent contributions (in excess of one quarter in arrears) "Strata Assist North East" can forward invoices monthly to remind these owners of their debt to the Corporation. It was further advised that in cases where overdue accounts are forwarded, a charge of \$5 (Overdue Account Charge) will be made. This charge is allowed for in the Management Agreement and will be an expense to be paid by the unit owner(s) involved.

It was agreed that in the case of contributions being more than three months in arrears, the above charge is authorised.

18/8/03

Shade Sails

Unit 4

Built-in Cupboards

Unit 6

Linen Cupboard built-in

Unit 4

16/8/04

Application to Keep a Dog

An application to keep a small(ish) dog in Unit 3 (#25) was approved.

Wooden floating floor

Unit 3 (#25)

Skylights

allowed at any unit

Arch put in load bearing wall

Unit 3 (#25)

14/8/06

Letterbox

Owners can install a letterbox to their own choosing and custom.

Shade blinds

shade blinds can be installed on side windows.

Lawns

lawns can be replaced with suitable vegetation.

2009 Annual General Meeting

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

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

NB: The relevant minutes should be consulted for precise wording of the resolutions.

SECURITY SCREEN DOORS

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

WINDOW SCREENS

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

ROLLER DOORS

The issue of the maintenance of the roller doors at the Corporation was discussed and It was resolved that in future all repairs/ replacements will be the responsibility of the unit owner.

Any repairs or replacement must ensure that the design and colour of the door must be the same as the existing door, if the design or colour is no longer available the matter is to be referred to the corporation for consideration.

AWNINGS

The issue of the maintenance of the awnings at the Corporation was discussed and It was resolved that in future all repairs/ replacements will be the responsibility of the unit owner.

Any repairs or replacement must ensure that the design and colour of the awnings must be the same as the existing awnings, if the design or colour is no longer available the matter is to be referred to the corporation for consideration.

ROLLER SHUTTERS

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

TILES ON PORCHES/BALCONIES

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

STRATA DIRECTORY:

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

FAILURE TO NOTIFY CHANGE OF CONTACT DETAILS

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

FINANCIAL CHARGES

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

NB: The relevant minutes should be consulted for precise wording of the resolutions.

LEVY ARREARS

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

1. Interest on Overdue Levies
The Corporation will charge owners interest on all levies outstanding for in excess of 30 days. The rate is set at 15% per annum calculated daily.
2. Accounting Fees
In accordance with the Management Agreement owners are to be charged an accounting fee set by the Body Corporate Manager if a reminder notice and / or debt collection notice is sent to an owner or their agent.
3. 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.
4. Costs
All related costs associated with the recovery of any outstanding monies will be the responsibility of the relevant unit owner and as such will be recovered from that unit owner.

2010 Annual General Meeting**PERGOLA UNIT 4**

It was resolved by Special Resolution that the owners of unit 4 be approved to install a pergola, all installations to be keeping on with the existing style and colour scheme at the Corporation. All future maintenance cost will be at the unit owners expense.

2011 Annual General Meeting

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

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

SOLAR PANELS

It was resolved by Special Resolution that the corporation approve the installation of solar panels, requesting that any installation of solar panels be as un-intrusive as possible and provided that installations are restricted to the roof area above the respective unit.

NBN; National Broadband Network

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

DISBURSEMENTS / CORRESPONDANCE TO OWNERS

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

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

NB: The relevant minutes should be consulted for precise wording of the resolutions.

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

LEVY ARREARS

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

1. Interest on Overdue Levies
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3. 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.
4. Costs
All related costs associated with the recovery of any outstanding monies will be the responsibility of the relevant unit owner and as such will be recovered from that unit owner.
5. Any arrears exceeding 75 days; the Body Corporate Manager will contact the Presiding Officer or failing them another Office Bearer, and confirm further directions as per 3.)

2012 ANNUAL GENERAL MEETING

APPROVALS AND POLICIES

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

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

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NB: The relevant minutes should be consulted for precise wording of the resolutions.

STRATA DIRECTORY:

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

FAILURE TO NOTIFY CHANGE OF CONTACT DETAILS

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

FINANCIAL CHARGES

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

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

1. Interest on Overdue Levies

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

2. Accounting Fees

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

3. 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.

4. Costs

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

5. Any arrears exceeding 75 days; the Body Corporate Manager will contact the Presiding Officer or failing them another Office Bearer, and confirm further directions as per 3.)

2013 ANNUAL GENERAL MEETING**APPROVALS AND POLICIES****DISBURSEMENTS / CORRESPONDANCE TO OWNERS**

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

NB: The relevant minutes should be consulted for precise wording of the resolutions.

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

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

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

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4. Costs

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

5. Any arrears exceeding 75 days; the Body Corporate Manager will contact the Presiding Officer or failing them another Office Bearer, and confirm further directions as per 3.)

2014 ANNUAL GENERAL MEETING

APPROVALS AND POLICIES

Disbursements / Correspondence To Owners

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

It was resolved that the Corporation recommended that Owners wherever possible and practical to elect to have their correspondence and notices delivered by email. Election is required to be in writing.

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

Motion Carried

Notices From The Corporation To Owners

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

Motion Carried

Strata Directory

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

Motion Carried

Failure To Notify Change Of Contact Details

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

Motion Carried

Financial Charges

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

Motion Carried

Levy Arrears

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

1. Interest on Overdue Levies
The Corporation will charge owners interest on all levies outstanding for in excess of 30 days. The rate is set at 15% per annum calculated daily.
2. Accounting Fees
Any cost incurred by the Corporation including but not limited to Management Agreement charges are to be recovered from the relevant unit owner.

3. Debt Collection

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

4. Costs

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

5. Any arrears exceeding 75 days; the Body Corporate Manager will contact the Presiding Officer, or another Office Bearer, and confirm further directions regarding further action including legal action.

2015 ANNUAL GENERAL MEETING

ADOPTION OF POLICIES

Disbursements / Correspondence To Owners

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

Notices From The Corporation To Owners

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

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Financial Charges

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

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2. Accounting Fees

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

3. Debt Collection

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

NB: The relevant minutes should be consulted for precise wording of the resolutions.

STRATA CORPORATION NO 13386 INC

22 - 27 Lewis Court, Gilles Plains SA 5086

4. Costs

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

5. Any arrears exceeding 75 days

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

2016 ANNUAL GENERAL MEETING**APPROVALS FOR PRESCRIBED WORKS**

Nil requested

ADOPTION OF POLICIES**a. Affirmation of previous policies;**

Motion tabled;

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

Motion Carried

2017 ANNUAL GENERAL MEETING**APPROVALS FOR PRESCRIBED WORKS**

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

Special Resolution: To resolve that: Special Resolution that the Corporation raise a Special Sinking Fund Levy for works required to the Main Drain at the Corporation in accordance with Lot Entitlement of \$3,000.00 due payable 20 November 2017.

Motion Carried

ADOPTION OF POLICIES**b. Affirmation of previous policies;**

Motion tabled;

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

Motion Carried

2018 ANNUAL GENERAL MEETING**APPROVALS FOR PRESCRIBED WORKS**

Nil requested

ADOPTION OF POLICIES**c. Affirmation of previous policies;**

Motion tabled;

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

Motion Carried

NB: The relevant minutes should be consulted for precise wording of the resolutions.

STRATA CORPORATION NO 13386 INC

22 - 27 Lewis Court, Gilles Plains SA 5086

2019 Annual General Meeting**APPROVALS FOR PRESCRIBED WORKS**

Nil requested

ADOPTION OF POLICIES**a. Affirmation of previous policies;**Motion tabled:

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

Motion Carried**Proposed Maintenance Policy**Motion tabled:

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

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

Motion Carried**2020 Annual General Meeting****APPROVALS FOR PRESCRIBED WORKS**

Nil requested

ADOPTION OF POLICIES**d. Affirmation of previous policies;**Motion tabled:

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

Votes for; 2 Votes against; Abstained; 1 **Motion Carried**

2021 Annual General Meeting**APPROVALS FOR PRESCRIBED WORKS**

Nil requested

ADOPTION OF POLICIES**Review of Previous Policies;**

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

NB: The relevant minutes should be consulted for precise wording of the resolutions.

2022 Annual General Meeting**APPROVALS FOR PRESCRIBED WORKS**

Nil requested

ADOPTION OF POLICIES**Review of Previous Policies;**

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

Disbursements Directions (Correspondence To Owners)

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

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

Strata Directory

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

Failure To Notify Change Of Contact Details

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

Financial Charges

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

Levy Arrears

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

Interest on Overdue Levies

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

Accounting Fees

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

Any arrears exceeding 75 days

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

Debt Collection

That the Body Corporate Manager is authorised to proceed on behalf of the Corporation with any necessary action, subject to item 3, including legal action, to recover all outstanding monies.

Costs

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

Notices From the Corporation to Owners

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

NB: The relevant minutes should be consulted for precise wording of the resolutions.

Maintenance Policy

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

The Corporation authorise general repairs to proceed where costs are less than \$500 to \$600 or; repairs are of an emergency and/or essential nature, and for an Office Bearer to be informed of any required actions.

Unless alternate instructions are resolved at a general meeting of the Corporation;

- The Corporation's preference is for 2 quotes for general repairs of \$500.00 to \$2,000.00, noting Office Bearers are authorised to engage a contractor when the first quote is presented.
- The Corporation's preference is for 3 quotes for any general repairs exceeding \$2,000.00

All quotes are to be made available to Office Bearers at the earliest opportunity for a decision, and where a General Meeting has approved for maintenance works to proceed;

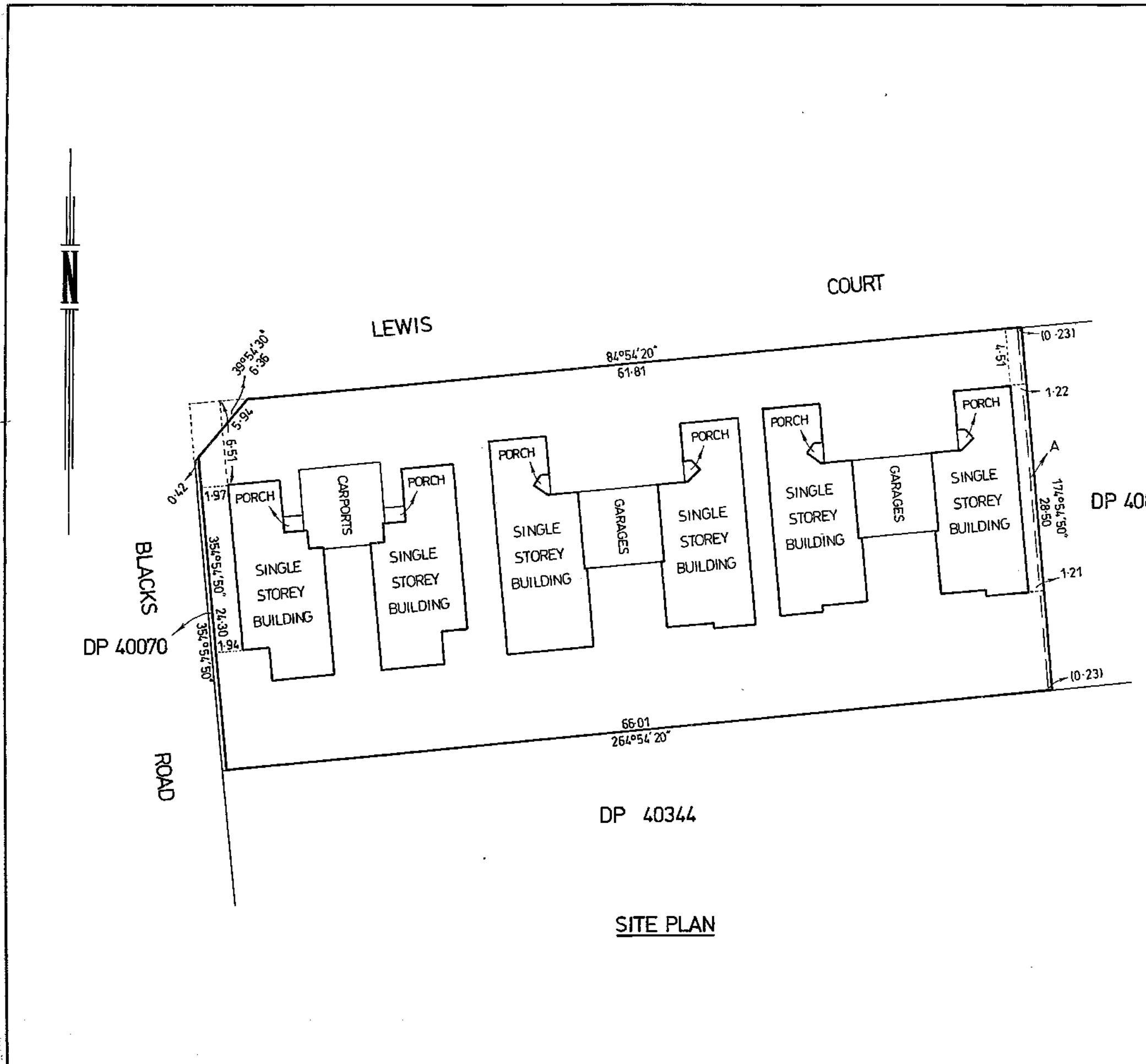
- The Manager is authorised to select the most suitable quote & arrange repairs, should instructions have not been received from an Office Bearer within a determined period of the General Meeting, or 30 days of quotes presented.

Schedule 3—Articles of strata corporation

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

Schedule 3—Articles of strata corporation

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



STRATA PLAN NUMBER SP 13386	
THIS IS SHEET 1 OF 3 SHEETS	
DEPOSITED 4 / 5 / 1995. <i>John C. Bested</i> R.W.C. PRO REGISTRAR-GENERAL	
MAP REFERENCE 6628 - 39 c	
TITLE REFERENCE CT 5227/170	
O.B./LAST PLAN REF. DP 40821	TOTAL AREA 1872m ²
HUNDRED YATALA	
TOWNSHIP/AREA GILLES PLAINS	
COUNCIL CORPORATION OF THE CITY OF ENFIELD	
* LOT 104 IN DP 40821 OF PART SECTION 504	
SCALE 0 5 10 15 20 25 METRES	
ANNOTATIONS PORTION OF THE COMMON PROPERTY MARKED A HEREON IS SUBJECT TO A RIGHT OF WAY APPURTENANT TO LOT 105 IN DP 40821.	
I, <u>JOHN CHARLES BESTED</u> a licensed surveyor under the Survey Act, 1992, certify:- (a) that this plan correctly delineates the boundaries of the land comprised in the plan and all units, unit subsidiaries, common property and other buildings shown on the plan; (b) that this plan is correct for the purposes of the Strata Titles Act, 1988, and regulations. Dated this 18th day of NOVEMBER 1994. <i>John C. Bested</i> Licensed Surveyor	
JOHN C BESTED & ASSOC PTY LTD SURVEYING & PLANNING CONSULTANTS ACN 007 916 814 362 MAGILL ROAD KENSINGTON PARK 5068 PHONE (08) 332 7111 FAX (08) 364 1829 REFERENCE 7600 ASH	

13386

STRATA PLAN NUMBER

SP

13386

THIS IS SHEET 2 OF 3 SHEETS

DEPOSITED 4 / 5 / 1995.

Fullmore
PRO REGISTRAR GENERAL

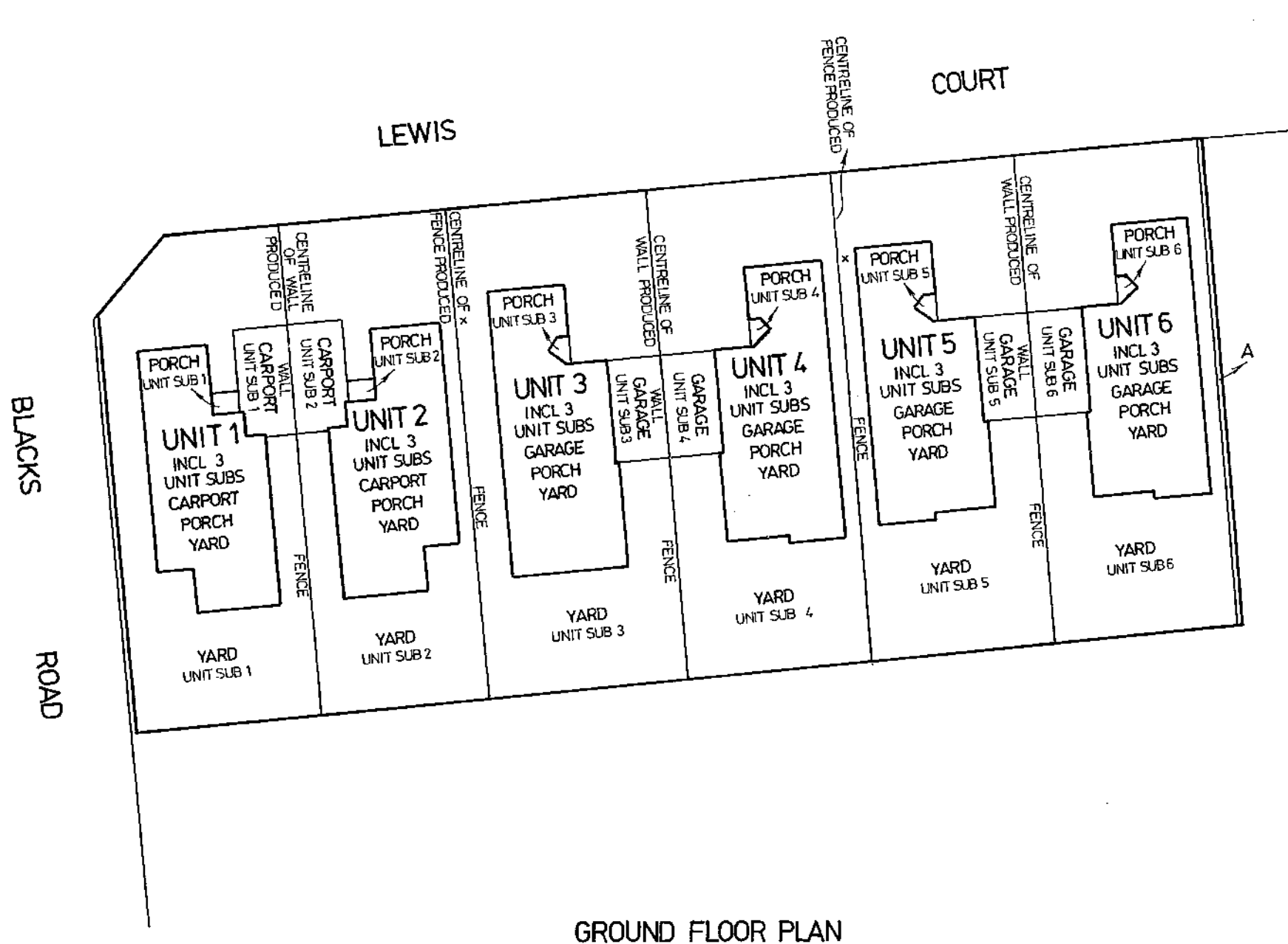
MAP REFERENCE 6628 - 39 c

COUNCIL CORPORATION OF THE CITY OF ENFIELD

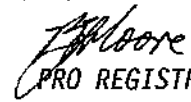
SCALE 0 5 10 15 20 25 METRES

ANNOTATIONS

THE LOWER AND UPPER BOUNDARIES OF A UNIT SUBSIDIARY SHOWN AS YARD ARE 0.30 METRES BELOW EXISTING GROUND LEVEL AND 3.00 METRES ABOVE EXISTING GROUND LEVEL RESPECTIVELY EXCEPT WHERE EAVES EXIST, THEN THE UPPER BOUNDARY IS 0.15 METRES BELOW THE LEVEL OF THE EAVES.

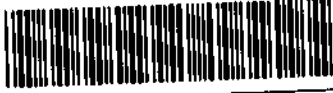


JOHN C BESTED & ASSOC PTY LTD
SURVEYING & PLANNING CONSULTANTS
ACN 007 916 814
362 MAGILL ROAD KENSINGTON PARK 5058
PHONE (08) 332 7111 FAX (08) 364 1829
REFERENCE 7600 ASH

Application No. 7903586	STRATA PLAN NUMBER SP 13386
	DEPOSITED 04/05/1995  PRO REGISTRAR-GENERAL
	THIS IS SHEET 3 OF 3 SHEETS

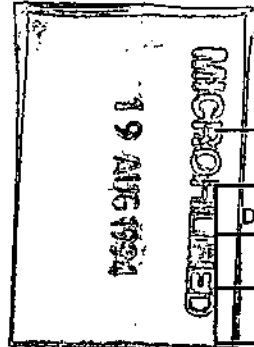
SCHEDULE OF UNIT ENTITLEMENTS

UNIT NO.	UNIT ENTITLEMENT	UNIT NO.	UNIT ENTITLEMENT	UNIT NO.	UNIT ENTITLEMENT
1	1660				
2	1650				
3	1710				
4	1660				
5	1660				
6	1660				
				AGGREGATE	
				ROAD OR RESERVE ALLOTMENTS	
AGGREGATE	10000	AGGREGATE			

7748397
**LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA**

FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1986

 Solicitor/Licensed Land Broker/Applicant
K.G. FRANKE.**BELOW THIS LINE FOR OFFICE USE ONLY**

Date 1 JUL 1994	Time 14.40		
FEES			
R.G.O.	POSTAGE	ADVERT	NEW C.T.
65-			

W ~~7728646~~

EXAMINATION

CORRECTION	PASSED 
-------------------	--

BELOW THIS LINE FOR AGENT USE ONLY**AGENT CODE**

Lodged by:

 } **PIPER ALDERMAN**
 167 FLINDERS STREET,
 ADELAIDE, S.A. 5000
PIAL

Correction to:

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH
INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

1.
2.
3.
4.
5.

Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

1.
2.
3.
4.
5.

Series No.	Prefix
3	AB

AG
 NOTES

This form may be used only when no panel form is suitable.

No 2 in Re 7748397
 DOCUMENTS ARE LINKED
 No 1-2 are Re 7748397

Wty

00.59

01JUL1994 040000425L.1.0.

DELIVERY INSTRUCTIONS (Agent to complete)
 PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE
 UNDERMENTIONED AGENT(S)

ITEM CT/CL REF.	AGENT CODE
CT 5151/158	EFCL

**APPLICATION TO NOTE LAND MANAGEMENT AGREEMENT
pursuant to the Development Act 1993.**

To the Registrar-General

THE

CORPORATION OF THE CITY OF ENFIELD of 112 Hampstead Road Broadview 5083 in the State of South Australia **HEREBY APPLIES** pursuant to the provisions of Section 57(5) of the Development Act 1993 to note the attached Land Management Agreement dated the 30th day of June 1994 and made between **CORPORATION OF THE CITY OF ENFIELD** aforesaid as the Council of the one part and **AVIREEN PTY. LTD.** (ACN 008 030 233) of 7A Snows Road Stirling 5152 in the said State as Owner of the other part pursuant to Section 57(2) of the said Act against Allotments 1 and 2 in DP 40070 and being portions of the land comprised in Certificate of Title Register Book Volume 5151 Folio 158 and operates to control the future management of the said land.

~~Lot 2 is~~ Lot 2 is ~~SUBJECT TO THE EASEMENTS CREATED BY RS 7748301~~ RS 7748301

Dated this 30th day of June 1994. Po No. 8/94

The Common Seal of **CORPORATION OF THE CITY OF ENFIELD** was affixed hereto in the presence of:

..... [Signature] Mayor

..... [Signature] City Manager

The Owner **HEREBY CONSENTS** to the noting of the attached Land Management Agreement.

The Common Seal of **AVIREEN PTY. LTD.** was affixed hereto in accordance with it's Articles of Association and in the presence of:

..... [Signature] Director

..... [Signature] Secretary



NOW WHOLE OF THE LAND IN
G.T. VOL 5207 FOL 387
8 388



THIS AGREEMENT is made the 30th day of June 1994

~~THE~~
BETWEEN: CORPORATION OF THE CITY OF ENFIELD of 112 Hampstead Road, Broadview in the State of South Australia ("the Council")

AND AVIREEN PTY LTD (ACN 008 030 233) of 7A Snows Road, Stirling in the said State ("the Owner")

WHEREAS:

- A. The Owner is registered or entitled to be registered as the proprietor of an estate in fee simple in the whole of Allotments 1 and 2 in Deposited Plan 40070 in the area named Gilles Plains Hundred of Yatala in the said State being portions of the land comprised in Certificate of Title Register Book Volume 5151 Folio 158 (which said Allotments are hereinafter called "the Land").
- B. The Land is situated within the area of the Council.
- C. The Owner has applied to the Council by Development Application Number 060/D079/93 ("the Application") to divide Lot 100 in DP 37364 being the whole of the land in Certificate of Title Register Book Volume 5151 Folio 158 to create 4 individual allotments (the "proposed allotments") of which the Land forms part.
- D. The Council is the relevant planning authority in relation to the Application pursuant to the provisions of the Planning Act 1982 ("the Planning Act").
- E. The Owner desires to enter into an agreement with the Council for the purposes of Section 57 of the Development Act 1993 in relation to the development of the Land.

NOW THIS AGREEMENT WITNESSES as follows:-

1. INTERPRETATION

1.1 Definitions

In this document unless the context otherwise requires:

"the Owner" means the person(s) from time to time being registered or entitled to be registered as the proprietor(s) of an estate in fee simple in the Land.

"the Council" means the Corporation of the City of Enfield and its successors.

"the Land" shall include a part or parts of the Land.

1.2 Construction

In this document, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) an obligation of two or more parties shall bind them jointly and severally;
- (c) if a word or phrase is defined cognate words and phrases have corresponding definitions; and
- (d) a reference to
 - (i) a person includes a corporation and body politic;
 - (ii) a statute or other law includes regulations and other statutory instruments under it and consolidations, amendments and re-enactments or replacements of any of them made by any legislative authority;
 - (iii) any thing (including, without limitation, any amount) is a reference to the whole or part of it and a reference to a group of things or persons is a reference to any one or more of them;
 - (iv) a right includes a remedy, authority or power; and
 - (v) words and phrases used in this Agreement which are defined in the Development Act 1993 shall have the meanings ascribed to them by that Act.

1.3 Headings

Headings shall be ignored in construing this document.

2. OWNER'S OBLIGATIONS

- 2.1 Development on each allotment shall only be undertaken in accordance with the urban design guidelines as set out in The Schedule hereto.
- 2.2 The Owner of land to which the Development Application relates which abuts any land which is at a lower level than any point of the Owner's land shall ensure that nothing is done to increase the volume of storm water generated from the Owner's land and flowing onto any adjacent land beyond the levels which would have been generated by the Owner's land in its natural state.
- 2.3 The Owner of land to which the Development Application relates which abuts any land which is at a higher level than any point of the Owner's land shall ensure that all necessary steps are taken in respect of storm water generated as a result of natural flow from the Owner's land or any adjoining land is

properly diverted so as not to cause inundation of any buildings on the Owner's land or on any land adjoining the Owner's land.

- 2.4 The Owner shall comply within the time specified, with the requirements of any Notice served by the Council pursuant to Clause 3.2 hereof.

3. COUNCIL POWERS

- 3.1 The Council and any employee or agent of the Council authorised by the Council may at any reasonable time enter the Land for the purpose of:

- (a) inspecting the Land and any building or structure thereon; and
- (b) exercising any other powers of the Council under this Agreement or pursuant to law.

- 3.2 If the Owner is in breach of any provision of this Agreement, 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 days from the date of service of the notice). Should the Owner fail within the time specified to remedy the breach the Council may cause the breach to be remedied and any costs incurred by Council in or in connection with the remedy of that breach and the enforcement of this Agreement shall without further demand be recoverable as a debt due by the Owner to the Council.

4. VARIATION OF AGREEMENT

- 4.1 This Agreement may not be varied except by a supplementary agreement signed by the Council and the Owner and (where necessary) consented to by any person with a legal interest in the land.
- 4.2 The Council may waive compliance by the Owner with any part of the obligations of the Owner stated herein provided that no such waiver shall be effective unless in writing and signed by the Council.

5. NOTING OF AGREEMENT BY REGISTRAR GENERAL

The Council and the Owner will do all things necessary and sign all necessary documents to have the Registrar-General note this Agreement on the Certificates of Title for the Land pursuant to Section 57 of the Development Act 1993.

6. NOTICES

Any notice to be given under this Agreement by the Council to the Owner shall be sufficient if signed by the City Manager of the Council or his duly authorised delegate and delivered to the Owner's last known address or posted in a pre-paid envelope addressed to the occupiers of the Land and any notice so posted shall be deemed to have been served within one business day after the date of posting.

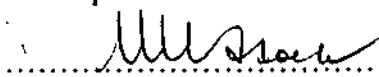
7. ADDITIONAL REQUIREMENTS

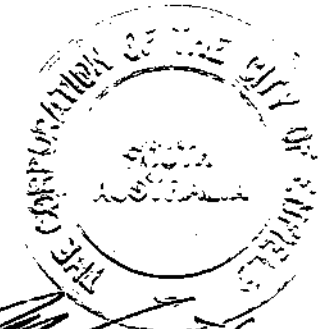
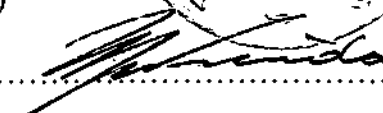
- 7.1 The requirements of this Agreement are at all times to be construed as additional to the requirements of the Planning Act 1982 and the Development Act 1993 and any other legislation affecting the Land.
- 7.2 If a provision of this Agreement is found to be void or voidable or unenforceable but would not be so if it were read down and is capable of being read down, it shall be read down accordingly.
- 7.3 If, notwithstanding sub-clause 7.2, a provision of this Agreement remains void or voidable or unenforceable:
- (a) if the provision would not be void or voidable or unenforceable if a word or words were omitted, that word or those words are hereby severed; and
 - (b) in any other case, the whole provision is hereby severed, and the remainder of this Agreement has (provided it is capable of doing so) full force and effect.

8. COSTS

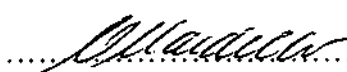
The Owner shall bear all reasonable costs and expenses of and incidental to the negotiation, preparation, lodgement and noting of this Agreement.



**THE COMMON SEAL of
THE CORPORATION OF THE
CITY OF ENFIELD**
was hereunto affixed
in the presence of:

.....Mayor

)
)
)
)
)
)

.....City Manager

**THE COMMON SEAL of
AVIREEN PTY LTD**
was hereunto affixed
in the presence of:

.....Director

)
)
)
)
)
)

.....Secretary

ESANDA FINANCE CORPORATION LTD a person with a legal interest in the land hereby consents to **AVIREEN PTY LTD** entering into this Agreement.

**THE COMMON SEAL of
ESANDA FINANCE
CORPORATION LTD**
was hereunto affixed
in the presence of:

ESANDA FINANCE CORPORATION LIMITED

By its Attorney

) *[Signature]*
)
) **KENNETH MAXWELL DIGHTON**
) ~~State~~ Manager ~~Securities~~ Property Finance
) P/A No. 6284389
) Witness

.....Director *[Signature]* Secretary

The Owner **HEREBY CERTIFIES** pursuant to Section 57(4) of the Development Act 1993 that no other person other than **ESANDA FINANCE CORPORATION LTD.** abovenamed has a legal interest in the Land.

**THE COMMON SEAL of
AVIREEN PTY LTD**
was hereunto affixed
in the presence of:



..... *[Signature]* Director *[Signature]* Secretary

THE SCHEDULE

URBAN DESIGN GUIDE-LINES

1. No. and Type of Dwelling per Allotment

Only one building to be permitted on each allotment with an area of less than 530 m²

Predominately Villa style homes are to be constructed on allotments of 300 m² to 350 m².

Predominately Courtyard style homes are to be constructed on allotments of 351 m² to 460 m².

Predominately Conventional style homes are to be constructed on allotments from 461 m² to 800 m².

2. Site Coverage and Setbacks

Site Coverage

Site Coverage of dwellings excluding enclosed verandahs, pergolas, balconies, driveways but including carports, garages and domestic outbuildings shall not exceed 50% of an allotment in excess of 360 sq m and 60% of allotments 360 sq m or less.

Setbacks

Front boundary setbacks should be a minimum of 4.0 m, preferably 4.5 m except for garages and carports which shall be 5.5 m.

Side Boundary Setbacks

For detached dwellings (other than Zero Lot Line Houses) a wall excluding eaves of a building other than a wall of a garage or a carport must not be nearer to any side boundary than 1 m. Notwithstanding that any eaves overhang or other encroachment should not be situated closer than 500 mm to the adjoining boundary.

A minimum of a 2 m setback is required for any part of the building from the side boundary on a corner allotment.

Garages and carports maybe constructed on to the side boundary depending on the location of adjacent buildings and garages to side boundaries provided that they comply with the requirements of the Building Code of Australia.

Rear Boundary Setbacks

Rear Boundary Setbacks for all dwellings should not be less than 4 m.

3. Zero Lot Line Dwellings

A **Zero lot line dwelling** is a detached dwelling where one side boundary of the dwelling (other than the garage) is built on the allotment boundary in order to increase the amount of usable north facing open space surrounding the dwelling.

Allotments identified for zero lot line dwellings may be developed with one wall on the boundary provided that the length of any wall of a building including the garage/carport abutting side boundary does not exceed 50% of the length of the boundary. A minimum setback of 1.2 m is required on the other boundary, other than for a garage or carport.

4. Building Height

Houses on single allotments must not exceed two storeys in height. The total height of a single or two storey dwelling as measured from the natural ground level of the highest point of the roof excluding chimneys, should not exceed 7 m and 9 m respectively.

An attic storey within the roof line can be constructed provided that it does not diminish the amenity of neighbouring houses with respect to overlooking, and does not impinge on the sunlight available to dwellings to the south.

5. Open Space

Dwellings on allotments must be provided with an area to provide private open space in accordance with the following Table.

No. of bedrooms per dwelling	Area of private open space
1	40 sqm
2	80 sqm
3	100 sqm
4+	120 sqm

Provided always that where allotments are less than 420 m² the private open space shall be a minimum of 60 sqm.

All areas of private open space must:

- (1) have a minimum dimension of 2.5 m;

- (2) be screened from the street or other public areas so as to create a private area;
- (3) be directly accessible to the dwelling;
- (4) one part of the total area of private open space must be capable of containing a rectangle of 6 m by 4 m on allotments greater than 250 sqm in area and 5 m by 4 m on allotments of 250 sqm or less.

Private open space must if at all possible have an orientation to the north or south.

6. Privacy

Dwellings are to be sited and designed so as to minimise overlooking the private backyards of adjoining dwellings.

Upper storey side windows should be designed and sited so as to minimise the potential to overlook the private open space of adjoining dwellings. This can be achieved through suitable location, use of opaque glass, use of screens, wingwalls and use of higher sill heights greater than 1.7 m above floor level.

Upper storey balconies and terraces should be positioned and designed to minimise overlooking of private open areas on adjacent properties.

7. Vehicle Parking

Number of Spaces

On site vehicular parking should be provided at a rate of one covered car park per dwelling plus one additional car park for dwellings up to 3 bedrooms, 2 additional car parks for dwellings with up to 5 bedrooms, 3 additional car parks for dwellings with up to 7 bedrooms.

Additional car parks can be covered or uncovered and if uncovered spaces can be located in the driveway immediately in front of the garage or carport and within the minimum setback distance.

Size of Spaces

The minimum dimensions of parking space are 2.5 m x 5.5 m.

Recreational and Commercial Vehicles

Recreational vehicles eg. caravans, boats etc. and commercial vehicles must not be parked on properties forward of any part of the building.

No vehicle or commercial vehicle of 3 tonnes or more shall be parked on any residential allotment.

Design of Garages and Car-ports

Garages and Car-ports must be provided either under the main roof, or if freestanding the roof form and material must match those of the associated dwelling.

8. Vehicle Access to Allotments and Position of Cross-Overs

Definitions

For the purpose of this design guide the **invert** is the point where the cross-over joins the kerb line of the roadway, a **cross-over** is that part of the driveway constructed between the kerb line and the private property boundary; and a **driveway** is that part of vehicle access located within the private property.

Location

The location of the inverts and cross-overs providing access to allotments may only be altered with written approval from the Council. It should be noted that the location of various underground services within the roadways, verge areas and occasionally within private allotments is such that invert and cross-over alteration will often prove difficult and approval should therefore not be expected.

Cross-Over Width and Conduit

The width of any cross-over at the property boundary providing access to any dwelling with a single garage/car-port shall be a minimum width of 3 m and a maximum of 3.5 metres. Where dwellings incorporate a double garage/car-port the width of the cross-over at the front of the property boundary shall be 4 m.

Four 40 mm UPVC conduit for irrigation of street trees shall be installed under each cross-over immediately behind the back of the kerb. The conduit must be capped, extended 200 mm past the cross-over and its location marked with a timber peg.

Materials

Vehicle cross-overs must be constructed from the same materials and colours that would be used to construct public footpaths within the road reserves. Property owners must check with the Council prior to construction of any cross-overs.

Driveways

Driveways must not be constructed closer to the side boundary than 400 mm to allow scope for landscaping. Materials and colours should preferably match or relate to those of the footpath and cross-over.

Responsibility for Construction

Driveways and cross-overs should be completed within 3 months of completion of the dwelling by the owner of the dwelling. Approval to construct a cross-over or

modify an invert must be obtained from the Council. Cross-overs must be constructed in accordance with the Council's specification. Modifications to inverts and kerbing must be carried out by the Council.

9. Domestic Outbuildings

Domestic Outbuildings includes garden sheds, workshops, aviaries and other similar buildings located in rear gardens.

The maximum dimensions in height of the domestic outbuildings should not exceed those specified in Table 1.

TABLE 1

SIZE OF ALLOT.	DIMENSION OF OUT-BUILDING	MAX. WALL HEIGHT	MAX. RIDGE HEIGHT
500 m ² and greater	7 x 4	2.4	2.7
400-500 m ²	5 x 3	2.4	2.7
400 m ² and less	3 x 3	2.4	2.7

Domestic Outbuildings should;

- be setback 0.6 m from side or rear boundaries;
- should not overshadow or block light from the windows of an adjoining dwelling;
- be finished in materials and colours to match with fence materials or materials or colours of associated dwelling;
- should not impinge on required minimum area of private open space for the dwelling;
- be connected to an approved stormwater drainage system.

10. Fencing

Front fencing (forward of building line)

There is to be no fencing erected forward of the building line.

Side and Rear Fencing

The side and rear fencing should be 1.8 m in height and be constructed from colorbond, timber palings or brush.

The maximum build up of fencing along the side and rear boundaries is 2 m, comprising a maximum of 1.8 m high fence and a maximum 200 mm build up area ie. retaining wall. This height restriction is aimed at limiting height restriction along boundaries for residents living to the low side of the rear slope.

Side fencing on corner allotments requires special consideration and approval.

Materials to be selected from either brush or timber.---

11. **Roof Form**

A roof form providing articulated shapes with hips, gables or other forms shall be encouraged and where appropriate the use of dormers, balconies, verandahs or other decorative architectural elements are also encouraged.

Roofs comprising hip forms only are discouraged.

The minimum and preferred roof pitch for different types of dwellings which conform to the following Table 2.

TABLE 2

HOUSE TYPE	MINIMUM PITCH	PREFERRED PITCH
Courtyard	"	20 degrees
Villa	"	20 degrees
Conventional	"	20 degrees

In order to provide opportunities now and in the future for the use of solar energy collection, an area of north facing roof without direct orientation to the street is encouraged.

12. **Building Materials**

Walls

External walls for dwellings should be constructed from the following range of building materials:

- exposed, bagged or rendered brick
- cement rendered concrete
- cement rendered block work
- stone
- or other approved materials

Infill areas of walls, utilising painted weatherboard, cement sheet and stucco may be accepted to design merit.

Roof

Roof Materials should be selected from either colorbond, tiles, slate or cement shingles (flat). For dwellings on allotments with a street frontage of 12 m or less roof tiles used must be of a low profile style.

White or off white roof colours are not acceptable.

Garages/Carports

Building materials for garages and car ports should conform to the same predominant materials used in the construction of the roofs and walls of the associated dwelling. All supports to car ports should be of a substantial size.

Gutters

Gutters used on dwellings garages and car ports should be either "D" half round or "OG" type. Square line or similar style gutters are not permitted.

13. Clothes Lines and Letter Boxes

Clothes lines should be sited so as not to be visible from public areas.

Letter boxes should be of masonry, timber or of painted cast metal construction and be placed adjacent to driveway.

14. TV and FM Antenna

Antenna should be located within the roof space. External antenna will not be permitted unless it is demonstrated that the reception is otherwise adversely affected. If the antenna is located outside of roof space it shall be located so as not to be visible from the street.

15. Solar Water Heaters and Air Conditioning

Solar water heaters must not be unduly visible from any public street or thoroughfare and should be architecturally integrated with the dwelling. Air conditioners can cause discomfort to neighbours and therefore the location should be chosen with care.

Evaporative air conditioners should be low profile and be located below the ridge line and be of a neutral colour or painted to match the roof and preferably be located so as to not be visible from the street. Winter covers for evaporative air conditioners should be of a natural colour or in shades to match the roof.

16. Incinerators

In the interests of clean air the use of incinerators is prohibited in the Council area.

17. Landscaping of Front Gardens and Nature Strip

Landscaping of front garden areas including planting, grassing and/or paving to the kerb line shall be established within six months of completion of the dwelling and regular maintenance must be carried out.

The nature strip between the front of the property boundary and the kerb line shall be top soiled, sewn with grass seed mix and needs to be approved by Council and irrigated and maintained through the first summer following planting.

18. Finished Floor Levels

Finished floor levels of dwellings shall not exceed the height of 300 mm of the cut bench level of the allotment when viewed from the street frontage.

The maximum exposure of any concrete footing when viewed from the street frontage shall be 150 mm.

The area under any building shall be provided with agricultural drains to prevent accumulation of water in accordance with Clause F1.2B of The Building Code Australia.

19. Energy and Water Conservation

Insulation

All external walls and inaccessible parts of the ceiling of all dwellings shall be insulated to the equivalent of not less than (a) 1.2R insulation in walls and (b) insulation in ceilings.

Heating Appliances

It is recommended that all fixed appliances, ie. heating, cooling water, heating stoves, etc. have an energy label rating of not less than 3 stars.

Exhaust fans where fitted should be of a self closing type.

Draught Excluders/Weather Seals

Draught excluders/weather seals should be fitted to all external doors.

Rain Water Tanks

Appropriately coloured colorbond or similar tanks are permitted. Unpainted galvanised iron rainwater tanks will not be permitted. The maximum height of any rainwater tank is 2.4 m and they should be appropriately screened from view from adjoining properties.

The overflow from all rainwater tanks should be directed via underground stormwater pipes to the street.