DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

ADELAIDE FORM 1

Form 1 - Vendor's Statement

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

Contents

Preliminary

Part A - Parties and land

Part B - Purchaser's cooling-off rights and proceeding with the purchase

Part C - Statement with respect to required particulars

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

Schedule

Preliminary

To the purchaser:

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

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

All questions must be answered with a YES or NO (inserted in the place indicated by a rectangle or square brackets below or to the side of the question).
If there is insufficient space to provide any information required, continue on attachments.

Proudly associated with

Adelaide Conveyancing &
Blackwood & Belair Conveyancing

Part A - Parties and land

1 Purchaser:

Address:

2 ~~Purchaser's registered agent:~~ ☐

Address:

3 Vendor:

Lynette Mary Craig

Address:

Unit 2, 24 Ashbrook Avenue, Payneham SA 5070

4 Vendor's registered agent: ☑

Klemich Real Estate Pty Ltd
ABN 70 101 825 147 RLA 174424

Address:

Suite 1, 245 Fullarton Road Eastwood SA 5063

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 2, 24 Ashbrook Avenue, Payneham SA 5070

being the whole of the land comprised in Certificate of Title Volume 5916 Folio 957 Lot Comprising of Pieces 2 and 13 Primary Community Plan 22250 in the area named Payneham, Hundred of Adelaide

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:

Unit 2, 24 Ashbrook Avenue, Payneham SA 5070

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

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

sold@klemich.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:

Suite 1, 245 Fullarton Road Eastwood SA 5063

(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.

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

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, Lynette Mary Craig

of Unit 2, 24 Ashbrook Avenue, Payneham SA 5070

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: 15/3/2024
Signed: + Lynette Craig

Date:
Signed:

Date:
Signed:

Date:
Signed:

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

(section 9)

To the purchaser:

I, Jennifer Lee Punke of Form 1 Adelaide Pty Ltd ACN: 158 212 312

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: 15/3/2024

Signed: DocuSigned by: Jennifer Lee Punke 3BB76B0239CA452...

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

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

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

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

(section 7(1)(b))

Note -

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

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

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

(i) all the required particulars are contained in that attachment; and

(ii) the attachment is identified in column 2; and

(iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or

(b) the mortgage, charge or prescribed encumbrance -

(i) is 1 of the following items in the table:

(A) under the heading 1. General -

1.1 Mortgage of land

1.4 Lease, agreement for lease, tenancy agreement or licence

1.5 Caveat

1.6 Lien or notice of a lien

(B) under the heading 36. Other charges -

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

(ii) is registered on the certificate of title to the land; and

(iii) is to be discharged or satisfied prior to or at settlement.

Table of particulars

Column 1	Column 2	Column 3

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

1. General

1.1 Mortgage of land

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

Is this item applicable?

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

Are there attachments?

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

Number of mortgage (if registered):

Name of mortgagee:

000002975933

1.2 Easement

(whether over the land or annexed to the land)

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

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

Is this item applicable? ✓

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

Are there attachments? YES

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

Refer to Certificate of Title Volume 5916 Folio 957

Description of land subject to easement:

Land Marked A
Land Marked B

Nature of easement:

Subject to Easement(s) over The Land Marked A on CP 22250 (T 2714549)

Subject to Easement(s) over The Land Marked B on CP 22250 to the Council for the Area (T 3987347)

Are you aware of any encroachment on the easement?

NO

If YES, give details:

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

If YES, give details:

1.3 Restrictive covenant

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

Is this item applicable?

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

Are there attachments?

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

Nature of restrictive covenant:

Name of person in whose favour restrictive covenant operates:

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

If NO, give details:

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

000002975933

1.4 Lease, agreement for lease, tenancy agreement or licence

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

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

Is this item applicable?

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

Are there attachments?

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

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? NO

Are there attachments? YES

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

Refer to City of Norwood Payneham & St Peters Council Search

Condition(s) of authorisation:

DA 155/154/2003 - Sun room extension to each existing home unit with new five car carport - Decision Date: 17/06/2003

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? NO

Are there attachments? YES

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

Refer to City of Norwood Payneham & St Peters Council Search

Nature of condition(s):

DA 6805 - Pergola, Carports & Footbridge - Decision Date: 05/02/1987

Development No - Unknown - Erecting ten shingle storey home units, parking areas, landscaping and associated site works - Decision date: refer to City of Norwood Payneham and St Peters council search

7. Emergency Services Funding Act 1998

7.1 section 16 - Notice to pay levy

Is this item applicable?

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

Are there attachments?

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

Date of notice:

Amount of levy payable:

29. Planning, Development and Infrastructure Act 2016

29.1 Part 5 - Planning and Design Code

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

Is this item applicable? ✓

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

Are there attachments? YES

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

Refer to Council Searches Plan SA Section 7 Report

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

Zone: Housing Diversity Neighbourhood (HDN)

Overlays: Refer to Council Searches Plan SA Section 7 Report
- Airport Building Heights (Regulated) (All structures over 45 metres)
- Affordable Housing
- Hazards (Flooding)
- Hazards (Flooding - General)
- Prescribed Wells Area
- Regulated and Significant Tree
- Stormwater Management
- Traffic Generating Development
- Urban Tree Canopy
- Water Resources

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

Is the land designated as a local heritage place? NO

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

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

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

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

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

Is this item applicable?

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

Are there attachments?

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

Date of authorisation:

Name of relevant authority that granted authorisation:

Condition(s) of authorisation:

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

Is this item applicable?

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

Are there attachments?

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

Date of notice:

Name of person giving notice of proposed work:

Building work proposed (as stated in the notice):

Other building work as required pursuant to the Act:

29.4 section 140 - Notice requesting access

Is this item applicable? ☐

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

Are there attachments?

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

Date of notice:

Name of person requesting access:

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

Activity of work to be carried out:

29.5 section 141 - Order to remove or perform work

Is this item applicable? ☐

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

Are there attachments?

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

Date of order:

Terms of order:

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

Amount payable (if any):

29.6 section 142 - Notice to complete development

Is this item applicable? ☐

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

Are there attachments?

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

Date of notice:

Requirements of notice:

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

Amount payable (if any):

29.7 section 155 - Emergency order

Is this item applicable? ☐

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

Are there attachments?

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

Date of order:

Name of authorised officer who made order:

Name of authority that appointed the authorised officer:

Nature of order:

Amount payable (if any):

29.8 section 157 - Fire safety notice

Is this item applicable? ☐

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

Are there attachments?

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

Date of notice:

Name of authority giving notice:

Requirements of notice:

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

Amount payable (if any):

29.9 section 192 or 193 - Land management agreement

Is this item applicable? ☐

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

Are there attachments?

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

Date of agreement:

Names of parties:

Terms of agreement:

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

Is this item applicable? ☐

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

Are there attachments?

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

Date requirement given:

Name of body giving requirement:

Nature of requirement:

Contribution payable (if any):

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

Is this item applicable? ☐

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

Are there attachments?

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

Date of agreement:

Names of parties:

Terms of agreement:

Contribution payable (if any):

29.12 Part 16 Division 1 - Proceedings

Is this item applicable?

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

Are there attachments?

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

Date of commencement of proceedings:

Date of determination or order (if any):

Terms of determination or order (if any):

29.13 section 213 - Enforcement notice

Is this item applicable?

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

Are there attachments?

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

Date notice given:

Name of designated authority giving notice:

Nature of directions contained in notice:

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

Amount payable (if any):

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

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

Is this item applicable? ☐

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

Are there attachments?

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

Date order made:

Name of court that made order:

Action number:

Names of parties:

Terms of order:

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

Particulars relating to community lot (including strata lot) or development lot ✓

1 Name of community corporation: Community Corporation Plan No 22250 Inc

Address of community corporation: 24 Ashbrook Avenue, Payneham SA 5070

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

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

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

Refer to Community Corporation Searches

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

Refer to Community Corporation Searches

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

Refer to Community Corporation Searches

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

Refer to Community Corporation Searches

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

Lot Entitlement: 96 Total of All Entitlements: 1000

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

4 Documents supplied by the community corporation that are enclosed:

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

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

YES

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

YES

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

YES

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

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

6 The following documents are enclosed:

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

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

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

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

Name: Adelaide Strata & Community Management

Address: 1/102 Greenhill Road, Unley SA 5061

Note-

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

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

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

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

Schedule-Division 3-Community lots and strata units ✓

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

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

Governance

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

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

Use of your property

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

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

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

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments—voting rights

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

Further information

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

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

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

You can also seek advice from a legal practitioner.

ANNEXURES

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

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

FORM R7 - Warning Notice
CERTIFICATE OF TITLE
PROPERTY INTEREST REPORT
COUNCIL SEARCHES
EMERGENCY SERVICES LEVY NOTICE
LAND TAX NOTICE
SA WATER CERTIFICATE OF CHARGES
COMMUNITY PLAN
COMMUNITY CORPORATION - Particulars supplied pursuant to section 139 and enclosures, By-Laws, Scheme Description, Development Contract

*(*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)

ATTACHMENT A -

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

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

ITEM	DESCRIPTION:
1.2 Easement (whether over the land or annexed to the land) NOTE - "Easement" includes rights of way and party wall rights	Is this item Applicable? - YES Will this be discharged or satisfied prior to or at Settlement? - NO Are there any attachments? - YES If yes, identify the attachment(s) (and if applicable, the part(s) containing the particulars) - REFER TO PAGE 12 AND 13 OF THE PROPERTY INTEREST REPORT Description of Land subject to Easement - THE WHOLE OF THE LAND IN THE SAID CERTIFICATE OF TITLE VOLUME 5916 FOLIO 957 Nature of Easement - ELECTRICITY INFRASTRUCTURE - BUILDING RESTRICTIONS AND STATUTORY EASEMENTS Are you aware of any Encroachment on the Easement? NO

APPROVED BY THE REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA FOR THE EXCLUSIVE USE OF REISA MEMBERS © REISA 2014

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

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?

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

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.

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

Form R7

Warning Notice

Financial and Investment Advice

Land and Business (Sale and Conveyancing) Act 1994 section 24B
Land and Business (Sale and Conveyancing) Regulations 2010 regulation 21

A land agent or sales representative who provides financial or investment advice to you in connection with the sale or purchase of land or a business is obliged to tell you the following —

You should assess the suitability of any purchase of the land or business in light of your own needs and circumstances by seeking independent financial and legal advice.

NOTE: For the purposes of section 24B of the Act, an agent or sales representative who provides financial or investment advice to a person in connection with the sale or purchase of land or a business must

- in the case of oral advice - immediately before giving the advice, give the person warning of the matters set out in this Form orally, prefaced by the words "**I am legally required to give you this warning**"; or
- in the case of written advice - at the same time as giving the advice or as soon as reasonably practicable after giving the advice, give the person this Form, printed or typewritten in not smaller than 12-point type.

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

LAND SERVICES SA

Product	Register Search (CT 5916/957)
Date/Time	20/02/2024 10:45AM
Customer Reference	B224575
Order ID	20240220002824

REAL PROPERTY ACT, 1886
South Australia

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

REGISTRAR - GENERAL SOUTH AUSTRALIA

Certificate of Title - Volume 5916 Folio 957

Parent Title(s) CT 5548/131

Creating Dealing(s) ACT 9824557

Title Issued 25/05/2004 **Edition** 2 **Edition Issued** 28/05/2004

Estate Type

FEE SIMPLE

Registered Proprietor

LYNETTE MARY CRAIG
OF LOT 2 24 ASHBROOK AVENUE PAYNEHAM SA 5070

Description of Land

LOT COMPRISING PIECES 2 AND 13 PRIMARY COMMUNITY PLAN 22250
IN THE AREA NAMED PAYNEHAM
HUNDRED OF ADELAIDE

Easements

SUBJECT TO EASEMENT(S) OVER THE LAND MARKED A ON CP 22250 (T 2714549)

SUBJECT TO EASEMENT(S) OVER THE LAND MARKED B ON CP 22250 TO THE COUNCIL FOR THE AREA (T 3987347)

Schedule of Dealings

NIL

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
14/04/2004	9824558	SCHEME DESCRIPTION	FILED
14/04/2004	9824559	BY-LAWS	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

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

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

Property Interest Report

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

Title Reference	CT 5916/957	**Reference No.**	2544715
Registered Proprietors	L M*CRAIG	**Prepared**	20/02/2024 10:45
Address of Property	Unit 2, 24 ASHBROOK AVENUE, PAYNEHAM, SA 5070		
Local Govt. Authority	NORWOOD PAYNEHAM & ST PETERS		
Local Govt. Address			

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

Table of Particulars

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

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

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

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

3. *Burial and Cremation Act 2013*

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

4. *Crown Rates and Taxes Recovery Act 1945*

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

5. *Development Act 1993* (repealed)

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

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

6. Repealed Act conditions

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

7. *Emergency Services Funding Act 1998*

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

8. *Environment Protection Act 1993*

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

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

9. *Fences Act 1975*

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

10. *Fire and Emergency Services Act 2005*

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

11. *Food Act 2001*

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

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

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

13. *Heritage Places Act 1993*

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

14. *Highways Act 1926*

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

15. *Housing Improvement Act 1940* (repealed)

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

16. *Housing Improvement Act 2016*

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

17. *Land Acquisition Act 1969*

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

18. *Landscape South Australia Act 2019*

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

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

19. *Land Tax Act 1936*

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

20. *Local Government Act 1934* (repealed)

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

21. *Local Government Act 1999*

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

22. *Local Nuisance and Litter Control Act 2016*

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

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

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

24. *Mining Act 1971*

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

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

25. *Native Vegetation Act 1991*

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

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

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

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

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

28. *Phylloxera and Grape Industry Act 1995*

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

29. *Planning, Development and Infrastructure Act 2016*

29.1	Part 5 - Planning and Design Code *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated. also Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title also For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority also Contact the Local Government Authority for other details that might apply to a place of local heritage value also For details of declared significant trees affecting this title, contact the Local Government Authority also **Code Amendment** **Residential Driveway Crossovers –draft design standard aiming to improve public safety and enhance streetscapes across SA. Minor changes to the Planning and Design Code have also been drafted to complement the design standard and support its delivery and are open for consultation as part of this process. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.** **Code Amendment** **Kensington and Portrush Road, Norwood Community Facilities - The owners of the Straight Smile Centre dental and orthodontics clinic, located on the corner of Kensington Road and Portrush Road, are proposing to rezone the land occupied by their business, together with the surrounding sites, to reflect the long-standing use of the majority of the land. 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	State Planning Commission in the Department for Trade and Investment has no

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

30. *Plant Health Act 2009*

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

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

31.1	Part 3 - Notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
31.2	*Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)* (revoked) Part 2 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply

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

32. *South Australian Public Health Act 2011*

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

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

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

34. *Water Industry Act 2012*

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

35. *Water Resources Act 1997* (repealed)

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

36. Other charges

36.1	Charge of any kind affecting the land (not included in another item)	Refer to the Certificate of Title also Contact the vendor for these details also Contact the Local Government Authority for other details that might apply

Other Particulars

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

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

Additional Information

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

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

Notices

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

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

Building restrictions

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

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

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

Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

LAND SERVICES SA

Product	Check Search
Date/Time	20/02/2024 10:45AM
Customer Reference	B224575
Order ID	20240220002824

Certificate of Title

Title Reference: CT 5916/957

Status: CURRENT

Edition: 2

Dealings

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

Priority Notices

NIL

Notations on Plan

Lodgement Date	Completion Date	Dealing Number	Description	Status	Plan
14/04/2004	21/05/2004	9824558	SCHEME DESCRIPTION	FILED	C22250
14/04/2004	21/05/2004	9824559	BY-LAWS	FILED	C22250

Registrar-General's Notes

No Registrar-General's Notes exist for this title

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

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

LAND SERVICES SA

Product	Title and Valuation Package
Date/Time	20/02/2024 10:45AM
Customer Reference	B224575
Order ID	20240220002824

Certificate of Title

Title Reference	CT 5916/957
Status	CURRENT
Easement	YES
Owner Number	13296357
Address for Notices	2/24 ASHBROOK AVE PAYNEHAM 5070
Area	185m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

LYNETTE MARY CRAIG
OF LOT 2 24 ASHBROOK AVENUE PAYNEHAM SA 5070

Description of Land

LOT COMPRISING PIECES 2 AND 13 PRIMARY COMMUNITY PLAN 22250
IN THE AREA NAMED PAYNEHAM
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference	TRANSFER (T) 9848032
Dealing Date	18/05/2004
Sale Price	$250,000
Sale Type	TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

NIL

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1902130108	CURRENT	Unit 2, 24 ASHBROOK AVENUE, PAYNEHAM, SA 5070

Notations

Dealings Affecting Title

NIL

Notations on Plan

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

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

Lodgement Date	Dealing Number	Descriptions	Status
14/04/2004 12:08	9824558	SCHEME DESCRIPTION	FILED
14/04/2004 12:08	9824559	BY-LAWS	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	1902130108
Type	Site & Capital Value
Date of Valuation	01/01/2023
Status	CURRENT
Operative From	01/07/2004
Property Location	Unit 2, 24 ASHBROOK AVENUE, PAYNEHAM, SA 5070
Local Government	NORWOOD PAYNEHAM & ST PETERS
Owner Names	LYNETTE MARY CRAIG
Owner Number	13296357
Address for Notices	2/24 ASHBROOK AVE PAYNEHAM 5070
Zone / Subzone	HDN - Housing Diversity Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1315 - Detached Single Storey Home Unit
Description	4HCP
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C22250 PIECE 13	CT 5916/957
C22250 PIECE 2	CT 5916/957

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$275,000	$400,000			
Previous	$225,000	$375,000			

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

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

Building Details

Valuation Number	1902130108
Building Style	Conventional
Year Built	1980
Building Condition	Basic
Wall Construction	Brick
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	71 sqm
Number of Main Rooms	4

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

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

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

CERTIFICATE OF RATES AND CHARGES

Issued under Section 187 of the Local Government Act 1999

City of Norwood Payneham & St Peters

175 The Parade
Norwood SA 5067

PO Box 204
Kent Town SA 5071

Telephone
8366 4555

Email
townhall@npsp.sa.gov.au

Website
www.npsp.sa.gov.au

To: Blackwood & Belair Conveyancing
187E Main Road
BLACKWOOD 5051

Date: 20/02/2024

Particulars of the Property:	
Assessment No	**67058**
Owner's Name	Ms LM Craig
Valuation No	1902130108
Property Address	2/24 Ashbrook Avenue PAYNEHAM 5070
Property Description	Lot 2 CP 22250, Adelaide CT 5916/957, Lot: 13 CP: 22250 CT: 5916/957

Particulars of Rates and Charges Raised 2023-2024:	
Balance b/forward 2022-2023	$0.00
2023-2024 Rates + Landscape Levy	**$1,257.60**
Plus Legal Fees	$0.00
Plus Fines & Interest	$0.00
Less Concession/Rebate	$0.00
Less Payments	-$943.60
Plus Property Related Debts	
Balance Now Due and Payable	**$314.00**
Settlement via BPay	**Biller Code: 3251** **Reference: 0670584**

2023-2024 Rates including Landscape Levy	**$1,257.60**
2023-2024 Capital Value	**$400,000**

Please Note: The 3rd quarter of rates will be due on 8 March 2024.

Notes for your information:

- The next date for Fines and Interest to be calculated is 15 March 2024.
- If Balance Due above is *Nil*, the rates have been paid to 30 June 2024.
- Upon settlement of the property, the total balance to 30 June 2024 is required to be paid to the Council. Action to recover unpaid rates will be taken against the owner of the property at the time of declaration of rates.
- A fine of 2% will be imposed on any current Rate not paid by the due date and interest at the prescribed rate will be added each month on unpaid arrears.
- This certificate relates only to the abovementioned assessment. If other assessments are included at the same address (eg: flats, shops, etc.) additional certificates will only be issued upon payment of additional fees.

Mario Barone
CHIEF EXECUTIVE OFFICER

Member League of Historical Cities

100% Australian Made Recycled Paper

Community Well-being is...
Social Equity
Cultural Vitality
Economic Prosperity
Environmental Sustainability

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

City of Norwood Payneham & St Peters

City of Norwood Payneham & St Peters
Head Office: **175 The Parade, Norwood**
Mailing Address: **PO Box 204, KENT TOWN SA 5071**

Telephone **(08) 8366 4555**

Property Information and Particulars

in response to an enquiry pursuant to Section 7 of the
Land & Business (Sale & Conveyancing Act 1994)

Certificate Date: 22/02/2024
Certificate No: 25082

To: Blackwood & Belair Conveyancing
187E Main Road
BLACKWOOD 5051

Details of Property Referred To:

Rates Assessment Number	:	67058 4
Valuer General Number	:	1902130108
Owner Details	:	Ms LM Craig
Property Address	:	2/24 Ashbrook Avenue PAYNEHAM 5070
Property Description	:	Lot 2 CP 22250,Adelaide CT 5916/957, Lot: 13 CP: 22250 CT: 5916/957
Hundred	:	Adelaide
Ward	:	Payneham Ward - Ward 3

Prescribed Encumbrances for 2/24 Ashbrook Avenue PAYNEHAM 5070

Column 1 Prescribed encumbrance	Column 2 Other particulars required
Development Act 1993 (repealed)	
section 42—Condition (that continues to apply) of a development authorisation	Date of authorisation: 17 June 2003 Name of relevant authority that granted authorisation: The City of Norwood Payneham & St Peters Condition(s) of authorisation: See attached Decision Notification Form **DA 155/154/2003**
Repealed Act conditions	
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)	See attached Decision Notification Forms **DA 6805** **DA no. unknown - erecting 10 home units**

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

Column 1 Prescribed encumbrance	Column 2 Other particulars required
Planning, Development and Infrastructure Act 2016	
Part 5 – Planning and Design Code	Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): **(Refer to PlanSA Section 7 extract report)** Is there a State heritage place on the land or is the land situated in a State heritage area? **NO** Is the land designated as a local heritage place? **NO** Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? **NO** Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? **YES** For information on any proposed Code Amendments which may interest you, please refer to the PlanSA Website: https://plan.sa.gov.au/have_your_say/code-amendments
Section 127 - Condition (that continues to apply) of a development authorisation	**(Refer to PlanSA Section 7 extract report)**
Development Act 1993 (repealed)	
section 50(1)—Requirement to vest land in a council or the Crown to be held as open space	**NO**
section 50(2)—Agreement to vest land in a council or the Crown to be held as open space	**NO**
section 55—Order to remove or perform work	**NO**
section 56—Notice to complete development	**NO**
section 57—Land management agreement	**NO**
section 69—Emergency order	**NO**
section 71—Fire safety notice	**NO**

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

Column 1 Prescribed encumbrance	Column 2 Other particulars required
section 84—Enforcement notice	**NO**
section 85(6), 85(10) or 106—Enforcement order	**NO**
Part 11 Division 2—Proceedings	**NO**
Fire and Emergency Services Act 2005	
section 105F (or section 56 or 83 (repealed))—Notice to take action to prevent outbreak or spread of fire	**NO**
Food Act 2001	
section 44—Improvement notice	**NO**
section 46—Prohibition order	**NO**
Housing Improvement Act 1940 (repealed)	
section 23—declaration that house is undesirable or unfit for human habitation	**NO**
Part 7 (rent control for substandard houses) – Notice or declaration	**N/A**
Land Acquisition Act 1969	
Section 10 – Notice of intention to acquire	**NO**
Local Government Act 1934 (repealed)	
Notice, order, declaration, charge, claim or demand given or made under the Act	**NO**
Local Government Act 1999	
Notice, order, declaration, charge, claim or demand given or made under the Act	**NO**
Local Nuisance and Litter Control Act 2016	
Section 30 – Nuisance or litter abatement notice	**N/A**

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

Column 1 Prescribed encumbrance	Column 2 Other particulars required
Planning, Development and Infrastructure Act 2016	
section 141 – Order to remove or perform work	**NO**
section 142 – Notice to complete development	**NO**
section 155 – Emergency order	**NO**
section 157 – Fire safety notice	**NO**
Section 192 or 193 – Land management agreement	**(Refer to PlanSA Section 7 extract report)**
section 198(1) – Requirement to vest land in a council or the Crown to be held as open space	**NO**
section 198(2) – Agreement to vest land in a council or the Crown to be held as open space	**NO**
Part 16 Division 1 – Proceedings	**NO**
section 213 – Enforcement notice	**NO**
section 214(6), 214(10) or 222-Enforcement order	Date order made: **N/A** Name of court that made order: Action number: Name of parties: Terms of order: Building work (if any) required to be carried out:
Public and Environmental Health Act 1987 (repealed)	
Part 3—Notice	**NO**
Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2—Condition (that continues to apply) of an approval	**NO**
Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19—Maintenance order (that has not been complied with)	**NO**

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

Column 1 Prescribed encumbrance	Column 2 Other particulars required
South Australian Public Health Act 2011	
Section 92-Notice	**NO**
South Australian Public Health (Wastewater) Regulations 2013 Part 4-Condition (that continues to apply) of an approval	**NO**
Other charges	
Charge of any kind affecting the land (not included in another item)	Person or body in whose favour charge exists: **N/A** Nature of charge: Amount of charge (if known):

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

Particulars of Building Indemnity Insurance

Note—Building indemnity insurance is not required for—

(a) domestic building work for which approval under the *Planning, Development and Infrastructure Act 2016,* the repealed *Development Act 1993* or the repealed *Building Act 1971* is or was not required; or

(b) minor domestic building work (see section 3 of the *Building Work Contractors Act 1995*); or

(c) domestic building work commenced before 1 May 1987; or

(d) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* applies under the *Building Work Contractors Regulations 2011*; or

(e) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* has been granted under section 45 of that Act.

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

Building Indemnity Insurance is required….**NO** (refer above note):

1 Name(s) of person(s) insured:……...

2 Name of insurer:……..

3 Limitations on the liability of the insurer:……..

4 Name of builder:……...

5 Builder's licence number:……

6 Date of issue of insurance:…….

7 Description of insured building work:……

……

……...

Exemption from holding insurance:

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

N/A

If **YES**, give details:

(a) Date of the exemption:…….

(b) Name of builder granted the exemption:……..

(c) Licence number of builder granted the exemption:……

(d) Details of building work to which the exemption applies: ……

……

……

(e) Details of conditions (if any) to which the exemption is subject: ……...

……

……

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

Particulars relating to Environment Protection

Further information held by councils

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

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

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

NO

Note—

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

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

It should be noted that—

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

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

This statement is made the **28 February 2024**

MARIO BARONE
CHIEF EXECUTIVE OFFICER

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

PlanSA

Data Extract for Section 7 search purposes

Valuation ID 1902130108

Data Extract Date: 28/02/2024

Parcel ID: C22250 Q13, C22250 Q2

Certificate Title: CT5916/957

Property Address: UNIT 2 24 ASHBROOK AV PAYNEHAM SA 5070

Zones
Housing Diversity Neighbourhood (HDN)

Subzones
No

Zoning overlays

Overlays
Airport Building Heights (Regulated) (All structures over 45 metres)

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

Affordable Housing

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

Hazards (Flooding)

The Hazards (Flooding) Overlay seeks to minimise flood hazard risk to people, property, infrastructure and the environment.

Hazards (Flooding - General)

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

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Traffic Generating Development

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

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

Urban Tree Canopy

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

Water Resources

The Water Resources Overlay seeks to protect the quality of surface waters in South Australia.

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

No

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

Valuation ID 1902130108

Data Extract Date: 28/02/2024

Parcel ID: C22250 Q13, C22250 Q2

Certificate Title: CT5916/957

Property Address: UNIT 2 24 ASHBROOK AV PAYNEHAM SA 5070

Zones
Housing Diversity Neighbourhood (HDN)

Subzones
No

Zoning overlays

Overlays
Airport Building Heights (Regulated) (All structures over 45 metres)

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

Affordable Housing

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

Hazards (Flooding)

The Hazards (Flooding) Overlay seeks to minimise flood hazard risk to people, property, infrastructure and the environment.

Hazards (Flooding - General)

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

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Traffic Generating Development

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

Urban Tree Canopy

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

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.

Water Resources

The Water Resources Overlay seeks to protect the quality of surface waters in South Australia.

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

No

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

Property File

05FEB87

WYATT BENEVOLENT INSTITUTION INC

45 GRENFELL STREET
ADELAIDE S.A. 5000

RE : BUILDING APPLICATION 6805 - 24 ASHBROOK AVENUE PAY

DEAR SIR/MADAM,

NOTICE IS HEREBY GIVEN PURSUANT TO SECTIONS 9 AND 44 OF THE BUILDING ACT 1970-82 THAT PLANS AND SPECIFICATIONS OF THE

PERGOLA, CARPORTS & FOOTBRIDGE

WERE APPROVED AS A CLASS II, 5S STRUCTURE ON 5FEB87
SUBJECT TO THE FOLLOWING CONDITIONS :

PLEASE REFER ATTACHED CONDITIONS.

G.K. RICHES
BUILDING INSPECTOR

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

1. REGULATION 2.2 (1) REQUIRES NOTIFICATION TO COUNCIL TO BE GIVEN AT LEAST ONE NORMAL WORKING DAY IN ADVANCE FOR THE PLACING OF CONCRETE IN ANY FOOTING OR OTHER STRUCTURAL MEMBER WHICH TRANSFERS LOAD DIRECTLY TO THE FOUNDATION.

2. A SEPARATE APPLICATION TO THE COUNCIL IS REQUIRED FOR ANY INSTALLATION OF OR MODIFICATION TO STORMWATER DRAINS, UNDERGROUND ELECTRICAL SERVICES OR CROSSOVERS ETC BEYOND YOUR PROPERTY ALIGNMENT.

3. THAT THE APPLICANT SHALL AT ITS OWN EXPENSE IN ALL THINGS CARRY OUT ALL ALTERATIONS TO EXISTING INVERTS, WATERTABLES, FOOTPATHS, PAVEMENTS OR OTHER WORKS IN THE PUBLIC ROADS ADJACENT TO THE SUBJECT LAND NECESSARY TO GIVE EFFECT TO THE DEMOLITION OF BUILDINGS OR STRUCTURES, SITEWORKS AND THE CONSTRUCTION OF THE BUILDINGS OR STRUCTURES AND OTHER WORKS FORMING PARTS OF THE DEVELOPMENT, THE SUBJECT OF THE CONSENT NOW GRANTED, TO THE REASONABLE SATISFACTION OF THE COUNCIL AND SHALL AT ITS OWN EXPENSE IN ALL THINGS REPAIR AND MAKE GOOD AND DAMAGE CAUSED BY ANY SUCH INVERTS, KERBS, WATERTABLES, FOOTPATHS, PAVEMENTS OR OTHER SUCH WORKS TO THE REASONABLE SATISFACTION OF THE COUNCIL.

4. ALL ROOF STORMWATER SHALL BE DISPOSED OF TO THE STREET WATERTABLE AND ADEQUATE CONTROL OF SITE SURFACE WATER IS TO PREVENT THE WETTING UP TO THE FOOTINGS AND ADJACENT AREAS.

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

applicants copy

Fifth Schedule

PLANNING AND DEVELOPMENT ACT, 1966 - 1978

South Australia

Metropolitan Development Plan City of Payneham

Planning Regulations - Zoning

NOTIFICATION OF DECISION ON APPLICATION

(Pursuant to Regulation 37)

To the Applicant by application dated 8th December 1978

CONSENT TO)
~~REFUSAL OF~~) PROPOSED USE OF LAND

Owners Name WYATT BENEVOLENT INSTITUTION INC.
(Surname) (Other Names)

Address THE SECRETARY 45 GRENFELL STREET, ADELAIDE. 5000

Your application for use of land at:
24 ASHBROOK AVENUE, PAYNEHAM (PART ALLOTMENT 11 & 12)

for the purpose of Erecting ten single storey home units, parking areas landscaping and associated site works.

in accordance with application dated 8th December 1978

is hereby granted consent/~~refused consent~~ subject to the following conditions:

(See Attached List)

If the development or use of land hereby consented to be not substantially commenced within 12 months of the consent being given or if any act or work authorized or required by this Notification of Decision on Application and/or any certificate granted in relation to such consent, be not completed within three years from that date, a fresh consent must be obtained before commencing or continuing the use of the land.

A right of appeal to the Planning Appeal Board is available in respect of refusals of consent or granting of consent subject to conditions. For procedure, see Planning Appeal Board Regulations.

Signature .....
Town Clerk/Secretary to the Authority

Date 7th February 1979.

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

Applicant: Wyatt Benevolent Institution Inc.,
Location : 24 Ashbrook Avenue, Payneham (Part Allotment 11 & 12)
Proposal : Erect ten single storey home units, parking areas, landscaping and associated site works.
Zoning : Residential 2A.

Recommend Approval subject to:

1. The construction of concrete decking cover portion of the creek adjacent to the southern boundary of the subject land be carried out under the supervision and to the satisfaction of the Council's Works Overseer or his Assistant.

2. The new proposed fence erected upon the boundary of the subject land shall be at the expense in all tings of the applicant.

3. The person, for the time being, making the use of the subject land now approved shall maintain the buildings and other improvements erected and to be erected thereon to the satisfaction of the Council in all respects.

4. The person for the time being making the use of the subject land now approved shall in all respects to the reasonable satisfaction of the Council at all times cultivate, tend and nurture the trees and shrubs, creepers and lawns established or to be established in accordance with the plans approved by Council. Replacing whenever and so often as the occasion requires all trees, shrubs, creepers and lawns which shall die or become diseased.

5. This consent is effective for a period of 12 months only commencing from the date of this notification. If development is not substantially commenced within this period, a fresh consent must be obtained before commencing or continuing the use of the land.

The foregoing conditions have been imposed by the Council to ensure that the development satisfies the provisions of the relevant legislation and complies with the purpose for which the zone has been created and further to ensure that the development will not impair the orderly and proper planning of the zone or detract in any way from the character and amenity of the locality.

.....
(R.H. WILLIAMS)
Town Clerk.

Dated 7th February 1979.

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

City of
Norwood
Payneham
& St Peters

DECISION NOTIFICATION FORM

South Australia - Regulations Under the Development Act, 1993 - Regulation 42

FOR DEVELOPMENT APPLICATION	NUMBER	:	155/00154/03
	DATED	:	27/02/2003
	REGISTERED ON	:	27/02/2003

TO:	M Johnson C/- Cleco Nominees 85-87 Sydenham Road NORWOOD SA 5067

LOCATION OF PROPOSED DEVELOPMENT
1/24 Ashbrook Avenue, PAYNEHAM SA 5070

NATURE OF PROPOSED DEVELOPMENT
Sun room extension to each existing home unit with new five car carport

In respect of this proposed development you are informed that :

NATURE OF DECISION	DECISION	DATE	NO. OF CONDITIONS
PROVISIONAL DEVELOPMENT PLAN CONSENT	Granted	31/03/2003	6
PROVISIONAL BUILDING RULES CONSENT	Certified	04/06/2003	3
DEVELOPMENT APPROVAL	Granted		

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

The classification assigned to this building is Class 1a & 10a, for the purposes of Section 66 and Regulation 82 of the Development Act, 1993.

Pursuant to Regulation 48 this approval is valid for twelve (12) months. Substantial commencement or a request for an extension of time shall be undertaken during this period or the approval will lapse.

Council requires 24 hours notice of commencement of this Development, please ring 8366 4531

Date of Decision:	17/06/2003	☐ **Council or Delegate**
Signed:		☒ **Council Chief Executive Officer or Delegate**
		☒ **Private Certifier**
Date:	**17 June, 2003**	☒ **Sheets Attached**

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

City of
Norwood
Payneham
& St Peters

DEVELOPMENT APPLICATION NUMBER	:	155/00154/03
APPLICANT	:	M Johnson
LOCATION	:	1/24 Ashbrook Avenue, PAYNEHAM SA 5070
PROPOSED DEVELOPMENT	:	Sun room extension to each existing home unit with new five car carport
DECISION	:	**Development Approval Granted**
DATE OF DECISION	:	17/06/2003

REASONS FOR DECISION

Consent is granted, since the proposed development is not considered to be at serious variance with the provisions of the Development Plan.

The following conditions have been imposed to reasonably ensure that the development will not impair the orderly and proper planning of the locality or detrimentally affect the amenity of the locality, having particular regard to the Principles of Development Control applicable to such a use in the locality.

PROVISIONAL DEVELOPMENT PLAN CONSENT

Conditions of Consent

1. The development shall proceed in accordance with the details of Development Application No. 155/154/03 and the approved plans, prepared by Draftco Designs and received by Council on 28 March 2003 except when varied by the following conditions of consent.

2. All stormwater from buildings and paved areas shall be disposed of in accordance with recognised engineering practices in a manner and with materials that does not result in the entry of water onto any adjoining property or any building, and does not affect the stability of any building.

3. The external materials and finishes of the new building work shall match those of the existing building, to the reasonable satisfaction of the Council or its delegate.

4. All plants existing and/or within the proposed landscaped areas shall be nurtured and maintained in good health and condition at all times with any diseased or dying plants being replaced, to the reasonable satisfaction of the Council or its delegate.

5. All landscaped areas shall be separated from adjacent driveways and parking areas by a suitable kerb or non-mountable device to prevent vehicle movement thereon (incorporating ramps or crossovers where appropriate to facilitate the movement of disabled persons).

6. Proposed finished floor levels of the sun rooms shall match existing floor levels.

PROVISIONAL BUILDING RULES CONSENT

Conditions of Consent

Provisional building rules consent for this application has been granted by Private Certifier subject to the following conditions:

1..The architectural drawings shall be read in conjunction with the amendments dated 4/6/03, Sheets 1 to 7, these details shall take precedence over any conflicting details.

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

City of
Norwood
Payneham
& St Peters

2. A copy of the Certificate of Building Indemnity Insurance in relation to domestic building work required under Section 34 of the Building Work Contractors Act, 1996 shall be submitted to council prior to work being commenced.

Regulation 21

3.. The engineer shall undertake a mandatory trench inspection of the proposed carport footings during construction. Any alterations shall require the amendments to be submitted for building rules consent.

BCA-Part 3.4

ADVISORY NOTE(S)

1. The applicant's attention is drawn to the EPA Guidelines IS NO 7 "Construction Noise." These guidelines provide recommended hours of operation outside which noisy activities should not occur. Further information is available by phoning 8204 2004.

2. The applicant is advised that any works undertaken on Council owned land (including but not limited to works relating to crossovers, driveways, footpaths, street trees and stormwater connections) will require the approval of the Council's Urban Services Department, prior to any works being undertaken. Further information may be obtained by phoning 8360 9000.

   All works on Council owned land required as part of this development are likely to be at the applicant's cost.

3. The granting of this consent does not remove the need for the applicant to obtain all other consents which may be required by any other legislation or regulation.

   The Applicant's attention is particularly drawn to the need to consult all relevant Electricity suppliers with respect to high voltage power lines.

4. This Provisional Development Plan Consent will lapse within 12 months of the date of this notice unless full development approval has been obtained.

5. The Council has not surveyed the subject land and has, for the purpose of its assessment, assumed that all dimensions and other details provided by the applicant are accurate.

6. This approval does not relate to the removal of, or to any tree damaging activity to, the significant tree (as defined under the Development Act 1993) which is located on the subject site or adjoining land. A separate Development Application is required to be lodged with respect to this.

   For your information a significant tree is any tree which has a trunk circumference of 1.5 m or more – or, in the case of trees with multiple trunks, that have trunks with a total circumference of 1.5 m or more and have an average circumference of 500 mm or more – measured at a point 1 m above natural ground level.

7. The carport/verandah shall not be enclosed on any side with any solid material, roller door, or the like at any time unless the further development approval of the Council is obtained.

Damie Katavic
DEVELOPMENT OFFICER - BUILDING

17 June 2003

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

City of Norwood Payneham & St Peters

IMPORTANT NOTICE – OWNER AND/OR BUILDERS OBLIGATIONS

- On the completion of the development, a statement signed by a Licensed Builder, or a Registered Building Work Supervisor, or a Private Certifier, indicating that the building work carried out, has been constructed in accordance with the relevant approval, shall be submitted to council within 10 business of completion, as required by **Regulation 83AB.**

- Pursuant to **Regulation 74**, one business day's notice shall be given to the Council when the following stages of building work have been reached;
  (a) one business days notice of the intended commencement of building work.
    - If the building owner is giving the notice, the notice **must** include the name, address and telephone number of the person who is proposed to provide a statement on completion of the work, stating that the relevant building work has been carried out in accordance with the approved plans, as stated above.
    - The person providing the written statement as detailed above must be a licensed Building Work Contractor who carried out the work, or a Registered Building Work Supervisor, or a Private Certifier;

  (b) after the placement of steelwork in footings and before the concrete is placed;
    - If the design engineer is to inspect, then Council will require a copy of the engineers inspection Certificate prior to work commencing on the walls.

  (c) at the completion of the roof framing;
  (d) after the completion of the building work.

- Where any building work or excavation is deemed to affect the stability of land or premises on adjoining properties, as per Schedule 15, the building owner must serve notice on the owner of the affected land or premises at least 28 days before building work is commenced in accordance with the **Development Act 1993, Section 60 & Regulation 75.**

- The developer or building owner shall provide 20mm rubble on the site prior to work commencing, in areas of vehicular traffic to ensure compliance with the requirements of the **Environmental Protection Agency.** It is to be placed in such a way to minimise the amount of soil (mud and dust) transferred over public areas and into the street.

- **Allotment boundaries** will not be certified by Council staff. The onus of ensuring that buildings / structures are sited in the approved position on the correct allotment is the responsibility of the owner.

- This application has been assessed pursuant to the Building Rules. Your attention is drawn to the provisions of the **Disability Discrimination Act**, which prescribe your legal responsibilities to comply with that Act.

- Building work adjacent to street boundaries is required to be provided with a **hoarding** and a license for the hoarding shall be obtained from the Council. Contact 8366 4525.

  Section 779 of the Local Government Act provides that, where damage to Council roads, footpaths or kerbing occurs as a result of the development, the owner / applicant shall be responsible for the cost of repairs to the damage.

- A separate application to the Council **Works and Technical Services Department** is required for any installation of or modification to stormwater drains, underground electrical services or crossovers etc beyond the property alignment. Contact 8360 9000.

- The applicant shall at his/her own expense in all things carry out all alterations to existing inverts, watertables, footpaths pavements or other works in the public roads adjacent to the subject land necessary to give effect to the demolition of buildings or structures, siteworks and the construction of the buildings or structures and other works forming part of the development approval to the reasonable satisfaction of the Council and shall at his /her own expense in all things repair and make good any damage to any such inverts, kerbs, watertables, footpaths, pavements, or other such works to the reasonable satisfaction of the Council.

- An **approved toilet** privy is to be sensitively located on the site prior to any building work commencing. The privy should be suitably braced against overturning. No long drop toilets shall be used on site, only chemical toilets or toilets connected to the sewer shall be used.

- A minimum standard for **refuse containers** on a building site to restrain 'blowable' materials is to be either;
  (a) a commercial type removable 'SKIP' type container (provided by a waste removal company) of adequate size for the building project (min 1.5m) with a top closable lid, or
  (b) a suitable prefabricated rectangular (or square) enclosure of robust construction (ie steel sheeting material or steel mesh F72 or better - not chicken or bird wire) and located so as not to be demolished by vehicles off loading.

- The applicant is encouraged to install and maintain a rainwater tank to the dwelling(s) hereby granted authorisation, in accordance with the brochure "**Maintenance of Rainwater Tanks**" available at the front counter of the Norwood Town Hall.

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

The details shown are current as at the date of issue.

PIR Reference No: 2544715

DATE OF ISSUE
20/02/2024

FORM ONE ADELAIDE PTY LTD
POST OFFICE BOX 544
BLACKWOOD SA 5051

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

OWNERSHIP NUMBER	OWNERSHIP NAME
13296357	L M CRAIG

PROPERTY DESCRIPTION

2 / 24 ASHBROOK AVE / PAYNEHAM SA 5070 / PCES 13 2 C22250

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
1902130108	CT 5916/957	$400,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2023-2024

FIXED CHARGE	**$**	50.00
+ VARIABLE CHARGE	**$**	161.90
- REMISSION	**$**	128.50
- CONCESSION	**$**	46.00
+ ARREARS / - PAYMENTS	**$**	-37.40
= AMOUNT PAYABLE	**$**	0.00

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

EXPIRY DATE **20/05/2024**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

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

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

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

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

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: 2544715

DATE OF ISSUE
20/02/2024

FORM ONE ADELAIDE PTY LTD
POST OFFICE BOX 544
BLACKWOOD SA 5051

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

OWNERSHIP NAME
L M CRAIG

FINANCIAL YEAR
2023-2024

PROPERTY DESCRIPTION
2 / 24 ASHBROOK AVE / PAYNEHAM SA 5070 / PCES 13 2 C22250

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
1902130108	CT 5916/957	$275,000.00	0.0185 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	**$**	0.00			
= AMOUNT PAYABLE	**$**	**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 **20/05/2024**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

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

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

SA Water

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
19 02130 10 8	CT5916957	20/2/2024	7745	2544715

FORM 1 ADELAIDE PTY LTD
PO BOX 544
BLACKWOOD SA 5051
form1@form1adelaide.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: MRS LM CRAIG
Location: U2 24 ASHBROOK AVE PAYNEHAM PCES 13 2 C22250
Description: 4HCP Capital Value: $ 400 000
Rating: Residential

Periodic charges

Raised in current years to 31/3/2024

				$
		Arrears as at: 30/6/2023	:	0.00
Water main available:	1/7/2004	Water rates	:	222.60
Sewer main available:	1/7/2004	Sewer rates	:	238.50
		Water use	:	201.40
		SA Govt concession	:	269.79CR
		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	:	392.71CR
		Balance outstanding	:	0.00

Degree of concession: 100.00% Date granted: 22/5/2008

Recovery action taken: FULLY PAID

Next quarterly charges: Water supply: 74.20 Sewer: 79.50 Bill: 10/4/2024

This account has no meter of its own but is supplied from account no 19 02130 02 8.

The Water Use apportionment option is Uneven.

The apportionment percentage for this account is 9.60%.

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

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

SA Water

South Australian Water Corporation

Name:
MRS LM CRAIG

Water & Sewer Account
Acct. No.: 19 02130 10 8

Amount: _____

Address:
U2 24 ASHBROOK AVE PAYNEHAM
PCES 13 2 C22250

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1902130108

BPAY

Biller code: 8888
Ref: 1902130108

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

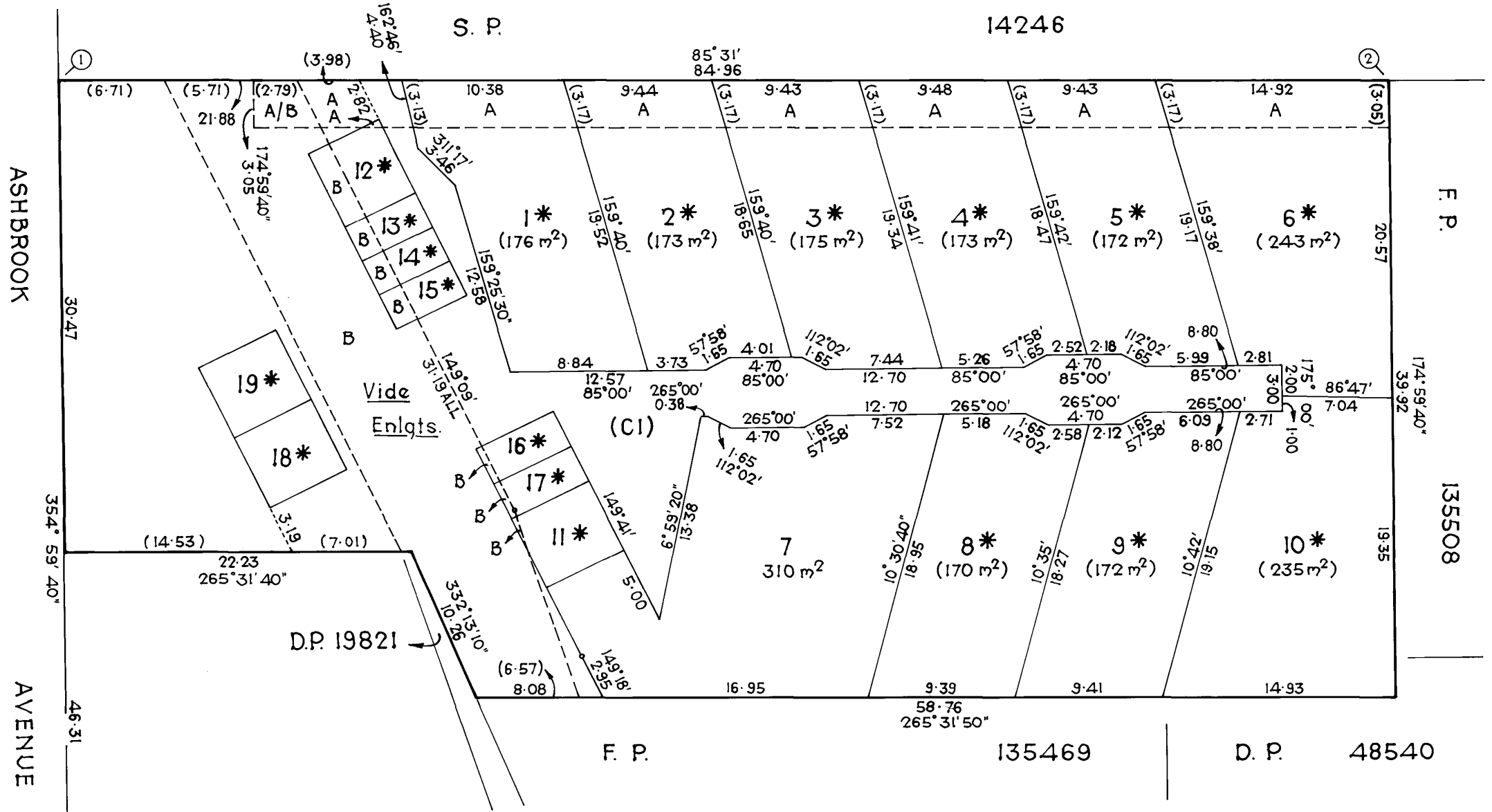
Pay online at www.sawater.com.au/paynow for a range of options. Have your account number and credit card details to hand.

Paying by phone

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

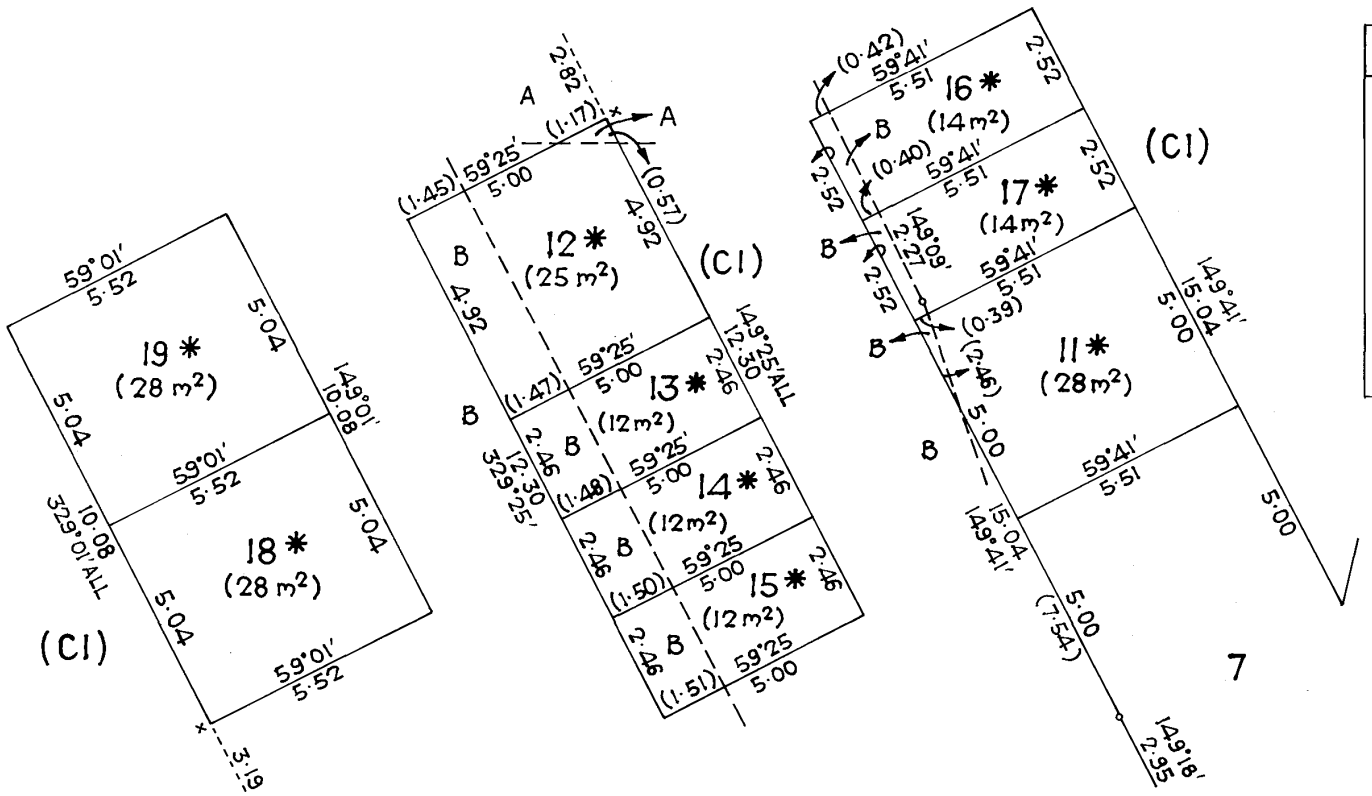
SA Water account number: 1902130108

LOCATION & COMMON PROPERTY PLAN



Enlargements

scale 0 1 2 4 6 metres



SCHEDULE OF PIECES COMPRISED IN ONE LOT

PIECES COMPRISED IN ONE LOT	TOTAL AREA
1 & 12	201 m²
2 & 13	185 m²
3 & 14	187 m²
4 & 15	185 m²
5 & 16	186 m²
6 & 17	257 m²
8 & 11	198 m²
9 & 18	200 m²
10 & 19	263 m²

*Asterisk denotes PIECE identifier only.

NOTE:
Remaining parcel is a lot

SMITH & HIGGINS & ASSOCIATES
CONSULTING SURVEYORS
219 Stuart Street, Adelaide S.A. 5000
Phone: (08) 8212 0400 Fax: (08) 8212 5079
Email: 219land@senet.com.au

Date: 24·11·03 Reference: 031175

LEGEND

NETWORK PSM		FD
NETWORK STATION		FD
PERMANENT SURVEY MARK	PLACED	
	FOUND	FD
	GONE	GONE
REFERENCE MARKS	PLACED	MP OR RM
	FOUND	SPK FD
	GONE	BT GONE
DRILL HOLE & WING		
DIRECTION CHANGE		
PART DISTANCES		(20·32)
CALCULATED DATA		20·85 CALC.
COPIED DATA		100·85

COMMUNITY PLAN NUMBER
CP 22250

PLAN TYPE PRIMARY

THIS IS SHEET 1 OF 2 SHEET

DEPOSITED 14/5/2004 Mark Mitchell. PRO REGISTRAR-GENERA

CLOSURE CHECKED	PLAN EXAMINED	PLAN APPROVED	P.M.S. APPROVE
AH	TAB	R.W.Cox 20.4.2004 (Reapproved 14/5/2004)	

TITLE REFERENCE C.T. 5548 / 131

LAND DESCRIPTION
ALLOTMENT 59 IN F.P. 135510 OF PT SEC. 305

IRRIGATION AREA — DIVISION —
HUNDRED ADELAIDE
AREA PAYNEHAM
COUNCIL CITY OF NORWOOD, PAYNEHAM & ST PETER
MAP REF. 6628 - 39 - Q
O.B. F.P. 45815 TOTAL AREA 3162 m²
DEV. No. 155 / C004 / 04

SCALE 0 2 4 8 12 16 20 METRES

ANNOTATIONS

Portion of the common property and pieces 1 - 6 incl. & 12 marked A is subject to an easement (T. 2714549)

Portion of the common property and pieces 11 - 17 incl. marked B is subject to an easement to the council for the area. (T 3987347)

The common property is designated '(C1)' for land information purposes only and does not provide a legal identifier for the common property.

The service infrastructure could not be found due to the age and nature of the scheme and the unavailability of records.

ALL DISTANCES ARE GROUND DISTANCES

COMBINED SCALE FACTOR — ZONE — AMG —
BEARING DATUM ①-② 85°31' DISTANCE —
DERIVED FROM F.P. 45815 (Adopted)

CERTIFICATE OF LICENSED SURVEYOR

I, Jeffrey Charles FUDGE
a licensed Surveyor under the Survey Act 1992, certify that this community plan has been correctly prepared in accordance with the Community Titles Act 1996 to a scale prescribed by regulation,

Dated the 23rd day of March 2004
Licensed Surveyor

FORMAT 1

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER
CP 22250

THIS IS SHEET 2 OF 2 SHEETS

APPROVED
14/5/2004

DEPOSITED
14/5/2004
PRO REGISTRAR-GENERAL

APPLICATION 9824557

SCHEDULE OF LOT ENTITLEMENT

LOT	LOT ENTITLEMENT	SUBDIVIDED
Comprising Pieces 1 & 12	100	
Comprising Pieces 2 & 13	96	
Comprising Pieces 3 & 14	98	
Comprising Pieces 4 & 15	96	
Comprising Pieces 5 & 16	98	
Comprising Pieces 6 & 17	100	
7	104	
Comprising Pieces 8 & 11	102	
Comprising Pieces 9 & 18	102	
Comprising Pieces 10 & 19	104	
AGGREGATE	1000	

CERTIFICATE OF LAND VALUER

I ROB FOUNTAIN being a land valuer within the meaning of the Land Valuers Act 1994 certify that this schedule is correct for the purposes of the Community Titles Act 1996

Dated the 18th day of May 2004

Signature of Land Valuer

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

ASCM Building Smarter Communities
ADELAIDE STRATA & COMMUNITY MANAGEMENT

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

06 March 2024

Community Corporation 22250 Inc
Not registered for GST

ABN: 79 804 986 361

Tax Invoice

Blackwood& Belair Conveyancing
PO Box 544
Blackwood S.A 5051

Ref

Re Lot 2 Community Corporation 22250 Inc

Fee 66.00 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

Robert Nazarov

Adelaide Strata & Community Management
For the Secretary.

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

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)

Community Corporation 22250 Inc

Requested by **Blackwood& Belair Conveyancing**
PO Box 544
Blackwood S.A 5051

Reference:

Lot No **2**
Address **2/24 Ashbrook Avenue,Payneham SA 5070**
Owner **Lynette Mary Craig**

1 Financial Details

1.1 Entitlements

Unit/Lot Entitlement **96** Total of All Entitlements **1000**

1.2 Contributions - Administrative Fund

Total amount last determined with respect of the lot **$3,006.72**
Number of instalments payable **7**
Instalment Details:-

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

Amount (if any) outstanding (credit shown with -) **Nil** (Amount unpaid including billed not yet due $0.00)
Paid to **30/04/24**

1.3 Contributions - Sinking Fund

Total amount last determined with respect of the lot **$672.00**
Number of instalments payable **7**
Instalment Details:-

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

Amount (if any) outstanding (credit shown with -) **Nil** (Amount unpaid including billed not yet due $0.00)
Paid to **30/04/24**

1.4 Contributions - Special - Administrative Fund

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

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

Amount (if any) outstanding (credit shown with -) **Nil** (Amount unpaid including billed not yet due $0.00)
Brief statement as to the purpose for which the contribution was levied

Contributions - Special - Sinking Fund

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

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

Amount (if any) outstanding (credit shown with -) **Nil** (Amount unpaid including billed not yet due $0.00)
Brief statement as to the purpose for which the contribution was levied

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

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
See Annexure-Levy Details				**0.00**

1.8 Water Billing Arrangements

Owner / SA Water

1.9 Expenditure By Corporation

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

None known other than those recorded in the minutes supplied.

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

None known other than those recorded in the minutes supplied.

1.10 Assets and Liabilities of the Corportation

(a)	Bank Account Name	**Adelaide Strata Management Pty Ltd Trust Account 22250**
(b)	Bank Account Held At	**MBL, Pirie Street Adelaide SA 5000**
(c)	Sinking Fund Balance	**$14,810.21**
(d)	Administration Fund Balance	**$20,060.74**
(e)	Liabilities (excluding those above and as described in 1.2 herein)	**$88.00**

2 Insurance Policies

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

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

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 **06 March 2024**
Signed for and on behalf of **Community Corporation 22250 Inc**

By: Robert Nazarov

Alison Burgess
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 owers 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).

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

Community Corporation 22250 Inc	Lot No	**2**

ANNEXURE - LEVY DETAILS

Description	Amount	Due Date	Date Paid	Discount	If paid by	Date of Notice	Amount Overdue	Amount Unpaid
ADMINISTRATIVE FUND								
01/08/22 to 31/10/22	363.36	01/08/22	19/07/22	0.00	01/08/22	12/07/22		
01/11/22 to 31/01/23	363.36	01/11/22	18/10/22	0.00	01/11/22	09/10/22		
01/02/23 to 30/04/23	456.00	01/02/23	19/01/23	0.00	01/02/23	10/01/23		
01/05/23 to 31/07/23	456.00	01/05/23	19/04/23	0.00	01/05/23	11/04/23		
01/08/23****31/10/23	456.00	01/08/23	14/07/23	0.00	01/08/23	10/07/23		
01/11/23****31/01/24	456.00	01/11/23	17/10/23	0.00	01/11/23	09/10/23		
01/02/24****30/04/24	456.00	01/02/24	19/01/24	0.00	01/02/24	12/01/24	0.00	0.00
SINKING FUND								
01/08/22 to 31/10/22	96.00	01/08/22	19/07/22	0.00	01/08/22	12/07/22		
01/11/22 to 31/01/23	96.00	01/11/22	18/10/22	0.00	01/11/22	09/10/22		
01/02/23 to 30/04/23	96.00	01/02/23	19/01/23	0.00	01/02/23	10/01/23		
01/05/23 to 31/07/23	96.00	01/05/23	19/04/23	0.00	01/05/23	11/04/23		
01/08/23****31/10/23	96.00	01/08/23	14/07/23	0.00	01/08/23	10/07/23		
01/11/23****31/01/24	96.00	01/11/23	17/10/23	0.00	01/11/23	09/10/23		
01/02/24****30/04/24	96.00	01/02/24	19/01/24	0.00	01/02/24	12/01/24	0.00	0.00
LOT INSURANCE								
Lot Insurance 2021-2022	349.71	01/11/21	22/10/21	0.00	01/11/21	11/10/21		
Lot Insurance 2022-2023	549.32	01/11/22	18/10/22	0.00	01/11/22	09/10/22		
Lot Insurance 2023-2024	667.31	01/12/23	17/11/23	0.00	01/12/23	13/11/23	0.00	0.00

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.

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

Roll Details New Owner

After settlement please complete this form and send to:

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

Community Corporation 22250 Inc

A/c Number	**02100002**	Date Issued	**6 March 2024**
Lot Number	**2**	Unit Number	**2**
Entitlements	**96**		

Settlement Date _____/_____/20_____

New Owners Full Name _____

_____

Company Titles Only Place of Birth _____ Date of Birth _____

ABN (if owner is a company) _____

Owners Residential Address _____

_____

_____

Address for General Correspondence _____

(if different from above) _____

_____

Address for Levy Notice _____

(if different from above) _____

_____

Letting Agent Details _____ Tel

_____ Fax

_____ Email

Tenant Details _____ Tel

_____ Fax

_____ Email

Owners Nominee Name and Address _____

(if owner is a company) _____

_____

Owner Contacts

Home Tel _____ Fax _____

Work Tel _____ Email _____

Mobile _____ _____

Signed _____ Name _____ Date _____/_____/_____

Position _____ Address _____

Thank you for keeping our records up to date.

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

ASCM Building Smarter Communities
ADELAIDE STRATA & COMMUNITY MANAGEMENT

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

Community Corporation 22250 Inc

ABN 79 804 986 361

STATEMENT

Lynette Mary Craig
2/ 24 Ashbrook Avenue
PAYNEHAM SA 5070

Transfer Date:
19/05/04

Statement Period			
01 Jul 22 to 06 Mar 24			
A/c No	2	Lot No	2
Page Number	1 of 2	Unit No	2

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward				0.00
12/07/22	Administrative Fund	01/08/22 To 31/10/22	I0001704	363.36		363.36
12/07/22	Sinking Fund	01/08/22 To 31/10/22	I0001714	96.00		459.36
19/07/22	Receipt	Administrative Fund	R0001021		363.36	96.00
19/07/22	Receipt	Sinking Fund	RA001021		96.00	0.00
09/10/22	Administrative Fund	01/11/22 To 31/01/23	I0001724	363.36		363.36
09/10/22	Sinking Fund	01/11/22 To 31/01/23	I0001734	96.00		459.36
09/10/22	Lot Insurance	01/11/22	I0001744	549.32		1,008.68
18/10/22	Receipt	Administrative Fund	R0001035		363.36	645.32
18/10/22	Receipt	Sinking Fund	RA001035		96.00	549.32
18/10/22	Receipt	Lot Insurance	RB001035		549.32	0.00
10/01/23	Administrative Fund	01/02/23 To 30/04/23	I0001754	456.00		456.00
10/01/23	Sinking Fund	01/02/23 To 30/04/23	I0001764	96.00		552.00
19/01/23	Receipt	Administrative Fund	R0001048		456.00	96.00
19/01/23	Receipt	Sinking Fund	RA001048		96.00	0.00
11/04/23	Administrative Fund	01/05/23 To 31/07/23	I0001774	456.00		456.00
11/04/23	Sinking Fund	01/05/23 To 31/07/23	I0001784	96.00		552.00
19/04/23	Receipt	Administrative Fund	R0001061		456.00	96.00
More details on next page...				$2,572.04	$2,476.04	$96.00

Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE:	**Nil**
0.00	0.00	0.00	0.00	0.00	Date Paid	Amount Paid

STRATAPAY

Tel: 1300 552 311
Ref:1233 7312 6
Telephone: Call this number to pay by credit card. International +613 8648 0158

www.stratamax.com.au
Ref: 1233 7312 6
Internet: Visit this website to make a secure credit card payment over the internet.

www.stratapay.com/ddr
Ref:1233 7312 6
Direct Debit: Make auto payments directly from your nominated bank account or credit card.

VISA MasterCard AMEX Diners Club International

All payments made through StrataPay payment options are subject to User Terms and Conditions available at www.stratapay.com or by calling 1300 135 610 or email info@stratapay.com. By using the payment options provided by StrataPay you are taken to have read and understood these User Terms and Conditions prior to using StrataPay. Credit card acceptance is subject to notation above. Additional charges may apply.

DEFT

Biller Code: 96503
Ref: 256986282 1000 0000 029
BPay:Contact your participating financial institution to make a payment from your cheque or savings account.

Post Billpay
In Person: Pay in-store at Australia Post by cheque or EFTPOS
All cheques must be made payable to: Adelaide Strata Management Pty Ltd Trust Account 22250

LOT/UNIT
Lot 2/ Unit 2

STRATAPAY REFERENCE NO.
1233 7312 6

24 ASHBROOK AVENUE

DUE DATE

MANAGED BY
ADELAIDE STRATA MANAGEMENT P/L

AMOUNT
$0.00

*496 256986282 10000000029

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

ASCM Building Smarter Communities
ADELAIDE STRATA & COMMUNITY MANAGEMENT

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

Community Corporation 22250 Inc

STATEMENT

Lynette Mary Craig
2/ 24 Ashbrook Avenue
PAYNEHAM SA 5070

Statement Period			
01 Jul 22 to 06 Mar 24			
A/c No	2	Lot No	2
Page Number	2 of 2		

-

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward		2,572.04	2,476.04	96.00
19/04/23	Receipt	Sinking Fund	RA001061		96.00	0.00
10/07/23	Administrative Fund	01/08/23 To 31/10/23	I0001794	456.00		456.00
10/07/23	Sinking Fund	01/08/23 To 31/10/23	I0001804	96.00		552.00
14/07/23	Receipt	Administrative Fund	R0001072		456.00	96.00
14/07/23	Receipt	Sinking Fund	RA001072		96.00	0.00
09/10/23	Administrative Fund	01/11/23 To 31/01/24	I0001814	456.00		456.00
09/10/23	Sinking Fund	01/11/23 To 31/01/24	I0001824	96.00		552.00
17/10/23	Receipt	Administrative Fund	R0001086		456.00	96.00
17/10/23	Receipt	Sinking Fund	RA001086		96.00	0.00
13/11/23	Lot Insurance	01/12/23	I0001834	667.31		667.31
17/11/23	Receipt	Lot Insurance	R0001095		667.31	0.00
12/01/24	Administrative Fund	01/02/24 To 30/04/24	I0001844	456.00		456.00
12/01/24	Sinking Fund	01/02/24 To 30/04/24	I0001854	96.00		552.00
19/01/24	Receipt	Administrative Fund	R0001105		456.00	96.00
19/01/24	Receipt	Sinking Fund	RA001105		96.00	0.00
				$4,895.35	$4,895.35	Nil

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

ASCM Building Smarter Communities
ADELAIDE STRATA & COMMUNITY MANAGEMENT

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

Community Corporation 22250 Inc

24 Ashbrook Avenue Payneham SA 5070

BALANCE SHEET

AS AT 06 MARCH 2024

	ACTUAL 06/03/2024	ACTUAL 30/06/2023
OWNERS FUNDS		
Administrative Fund	20,060.74	17,774.41
Sinking Fund	14,810.21	11,810.21
TOTAL	**$ 34,870.95**	**$ 29,584.62**
THESE FUNDS ARE REPRESENTED BY		
CURRENT ASSETS		
Cash At Bank	8,107.30	6,342.81
Investment Account 2	25,834.30	23,867.11
Levies In Arrears	1,172.03	0.00
Other Arrears	96.32	0.00
TOTAL ASSETS	**35,209.95**	**30,209.92**
LIABILITIES		
Unpaid Owners Arrears Fees	50.00	0.00
Creditors	88.00	88.00
Levies In Advance	201.00	537.30
TOTAL LIABILITIES	**339.00**	**625.30**
NET ASSETS	**$ 34,870.95**	**$ 29,584.62**

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

ASCM Building Smarter Communities
ADELAIDE STRATA & COMMUNITY MANAGEMENT

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

Community Corporation 22250 Inc

24 Ashbrook Avenue Payneham SA 5070

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2023 TO 06 MARCH 2024

	ACTUAL 01/07/23-06/03/24	BUDGET 01/07/23-30/06/24	VARIANCE %	ACTUAL 01/07/22-30/06/23
ADMINISTRATIVE FUND				
INCOME				
Levies - Administrative Fund	14,250.00	20,350.00	70.02	17,070.00
Discount - Admin Fund	0.00	0.00	0.00	(0.01)
Bank Interest	467.19	0.00		440.36
Lot Insurance	6,755.73	(6,025.00)	(112.13)	5,561.10
Interest On Overdue Levies	45.56	0.00		26.70
TOTAL ADMIN. FUND INCOME	**21,518.48**	**14,325.00**		**23,098.15**
EXPENDITURE - ADMIN. FUND				
MANAGEMENT CHARGES				
Account Management Fee	123.03	164.00	75.02	164.04
Bank Charges	1.48	0.00		1.85
Income Tax Return Preparation	205.00	205.00	100.00	205.00
Management Fees	1,770.03	2,502.00	70.74	2,360.04
INSURANCE EXPENSE				
Insurance Premium	7,131.19	7,825.00	91.13	5,497.43
Insurance Stamp Duty	671.06	0.00		514.80
EQUIPMENT				
REPAIRS & MAINTENANCE				
Building Maintenance	935.00	400.00	233.75	0.00
Common Lighting	892.48	0.00		170.12
Consultancy Services	0.00	300.00	0.00	0.00
Electrical Works	0.00	500.00	0.00	0.00
Garden / Lawn	2,173.92	6,500.00	33.44	5,834.33
Gate Repairs	0.00	1,000.00	0.00	989.45
Grounds Maintenance	251.24	1,500.00	16.75	539.00
Gutter And Stormwater Maintena	935.00	1,300.00	71.92	1,870.00
Irrigation Works	125.40	0.00		0.00
Letterboxes	550.00	0.00		0.00
Pest Control	880.00	900.00	97.78	880.00
Plumbing Maintenance	0.00	500.00	0.00	0.00
Tree Maintenance	770.00	495.00	155.56	495.00
SERVICES				
Audit	634.50	602.00	105.40	601.50

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

ASCM Building Smarter Communities
ADELAIDE STRATA & COMMUNITY MANAGEMENT

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

Community Corporation 22250 Inc

24 Ashbrook Avenue Payneham SA 5070

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2023 TO 06 MARCH 2024

	ACTUAL 01/07/23-06/03/24	BUDGET 01/07/23-30/06/24	VARIANCE %	ACTUAL 01/07/22-30/06/23
Archive/Data Storage	31.50	42.00	75.00	42.00
Disbursements	545.85	741.00	73.66	700.75
Electrical Power Usage	605.47	600.00	100.91	639.94
Meeting Fees	0.00	253.00	0.00	418.00
Valuation	0.00	275.00	0.00	0.00
TOTAL ADMIN. EXPENDITURE	**19,232.15**	**26,604.00**		**21,923.25**
SURPLUS / DEFICIT	**$ 2,286.33**	**$ (12,279.00)**		**$ 1,174.90**
Opening Admin. Balance	17,774.41	17,774.41	100.00	16,599.51
ADMINISTRATIVE FUND BALANCE	**$ 20,060.74**	**$ 5,495.41**		**$ 17,774.41**

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

ASCM Building Smarter Communities
ADELAIDE STRATA & COMMUNITY MANAGEMENT

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

Community Corporation 22250 Inc

24 Ashbrook Avenue Payneham SA 5070

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2023 TO 06 MARCH 2024

	ACTUAL 01/07/23-06/03/24	BUDGET 01/07/23-30/06/24	VARIANCE %	ACTUAL 01/07/22-30/06/23
SINKING FUND				
INCOME				
Levies - Sinking Fund	3,000.00	4,000.00	75.00	4,000.00
TOTAL SINKING FUND INCOME	**3,000.00**	**4,000.00**		**4,000.00**
EXPENDITURE - SINKING FUND				
TOTAL SINK. FUND EXPENDITURE	**0.00**	**0.00**		**0.00**
SURPLUS / DEFICIT	**$ 3,000.00**	**$ 4,000.00**		**$ 4,000.00**
Opening Sinking Fund Balance	11,810.21	11,810.21	100.00	7,810.21
SINKING FUND BALANCE	**$ 14,810.21**	**$ 15,810.21**		**$ 11,810.21**

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

ASCM Building Smarter Communities
ADELAIDE STRATA & COMMUNITY MANAGEMENT

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

Community Corporation 22250 Inc

24 Ashbrook Avenue
Payneham SA 5070

LOT BALANCE REPORT

06 March 2024

Lot No	Unit No	Administrative Fund	Sinking Fund	Other	Total
1	1	33.53	0.00	0.40	33.93
5	5	465.50	98.00	31.72	595.22
6	6	475.00	100.00	64.20	639.20
10	10	-201.00	0.00	0.00	-201.00
Total		**$773.03**	**$198.00**	**$96.32**	**$1,067.35**

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

Level 13, 431 King William Street
Adelaide SA 5000

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0044626
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	15/09/2023 to 15/09/2024 at 4:00pm
The Insured	COMMUNITY CORPORATION NO. 22250 INC.
Situation	24 ASHBROOK AVENUE PAYNEHAM SA 5070

Policies Selected

Policy 1 – Insured Property
Building: $3,065,000
Common Area Contents: $0
Loss of Rent & Temporary Accommodation (total payable): $459,750

Policy 2 – Liability to Others
Sum Insured: $20,000,000

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Workers Compensation
Not Available

Policy 5 – Fidelity Guarantee
Sum Insured: $100,000

Policy 6 – Office Bearers' Legal Liability
Sum Insured: $250,000

Policy 7 – Machinery Breakdown
Not Selected

Policy 8 – Catastrophe Insurance
Not Selected

Policy 9 – Government Audit Costs and Legal Expenses
Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000

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

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

Legal Defence Expenses: $50,000

Policy 10 – Lot owners' fixtures and improvements (per lot)
Sum Insured: $250,000

Flood Cover is included.

Date Printed 15/09/2023

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

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

MINUTES OF THE ANNUAL GENERAL MEETING
COMMUNITY CORPORATION 22250 INC.
24 Ashbrook Ave, Payneham, SA, 5070

DATE :- **Monday 29th of August 2022** At **6:00 PM**

LOCATION :- via Teleconference Call

1. **PRESENT (**via Teleconference call**):-**

Hannah Kothe (Lot 4)	

- **Present via Absentee StrataVote :-**

Annabelle Homer (Lot 8)	Thomas and Edward Lucas (Lot 9)

- **Proxies :-**

NIL

- **In Attendance :-**

Niki Hassell representing Adelaide Strata & Community Management.

- **Quorum**

A Quorum was not declared as there were 3 out of a possible 8 **financial** Lots represented.

NEXT MEETING

To be reconvened at 12:00 PM on Monday 12th of September 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
COMMUNITY CORPORATION 22250 INC.
24 Ashbrook Ave, Payneham, SA, 5070

DATE :- **Monday 12th of September 2022** At **12:00 PM**

LOCATION :- via Teleconference Call

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

- **Present via Absentee StrataVote :-**

Annabelle Homer (Lot 8)	Thomas and Edward Lucas (Lot 9)

- **Proxies :-**

Hannah Kothe (Lot 4) 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 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, Lots 4 and 5 were in arrears and therefore are not entitled to cast a vote for any resolution.

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

Community Titles Act; Section 84—Voting at general meetings
(14) A vote cannot be exercised in relation to a lot unless all amounts payable to the Corporation in respect of the lot have been paid.
(15) If the number of votes supporting a resolution is equal to the number of votes against the resolution, the resolution is lost.

2. MINUTES OF THE PREVIOUS GENERAL MEETING

Motion tabled; The Minutes of the General Meeting held on 23/08/2021 be accepted as a true and accurate record.

Votes for; 2 Votes against; 0 Abstained; 1 **Motion Carried**

3. FINANCIAL STATEMENT

Motion tabled; The Financial Statement for the period 01/06/2021 to 31/07/2022 be accepted and adopted as tabled.

The financial statement indicated the following:

	Income	Expenses	Surplus / Deficit	Equity
Administration Fund	$ 18,757.30	$ 23,914.69	$ -5,157.39	$ 12,971.81
Sinking Fund	$ 4,000.00	$ 0.00	$ 4,000.00	$ 11,403.91

Votes for; 2 Votes against; 0 Abstained; 1 **Motion Carried**

4. APPOINTMENTS

4.1. Body Corporate Managers

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

Motion tabled; Adelaide Strata & Community Management be appointed as Body Corporate Managers of the Corporation for the next twelve months for a fee of **$2,360.00** (inclusive of GST). The Body Corporate Management and Corporation responsibilities are in accordance with the Management Agreement. The Presiding Officer (Or another Office Bearer) is authorised to sign the Management Agreement on behalf of the Corporation.

Votes for; 3 Votes against; 0 Abstained; 0 **Motion Carried**

4.2. Office Bearers

The following appointments were made for the coming year:

- Presiding Officer; Lynette Craig
- Secretary; Gianna Rodda
- Treasurer; Gianna Rodda

4.3. Management Committee

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

4.4. Appointment of Auditor - Community Titles Act: Section 81 (5) (d)

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

Votes for; 3 Votes against; 0 Abstained; 0 **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 Community Corporation is required to provide clear instructions to the Body Corporate Manager for the renewal of the insurance.

The Manager explained the importance of continuity of cover to comply with the legal responsibilities of the Body Corporate and of having sufficient insurance to cover the property according to increases in value.

A Community Corporation must insure—

(a) the buildings and other improvements (if any) on the common property; and
(b) in the case of a strata scheme—the building or buildings divided by the strata plan.

The insurance—

(a) must be against risks that a normally prudent person would insure against and risks that are prescribed by regulation; and
(b) must be for the full cost of replacing the buildings or improvements with new materials; and
(c) must cover incidental costs such as demolition, site clearance and architect's fees.

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 Community 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 $3,000,000.00.

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.

Votes for; 3 Votes against; 0 Abstained; 0 **Motion Carried**

It was further resolved that as the valuation received includes a valuation for individual lots and the Corporation's By-laws require the Corporation to arrange insurance for the whole of the improvements on each lot, the Body Corporate Manager will arrange for each individual lot to be endorsed to the value set by the valuer

Votes for; 3 Votes against; 0 Abstained; 0 **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 – Common Property

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/lot 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 years insurance to be made available for consideration.

- Current Cover Through; CHU

- **Catastrophe Cover**

The meeting discussed the option to include Catastrophe Insurance Cover on the Corporation policy.
After some discussion, it was resolved **not** to arrange catastrophe insurance.

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:

- Common Property $ 335,000
- Legal Liability $ 20,000,000
- Office Bearers Liability $ 250,000
- Fidelity Cover $ 100,000
- Common Contents $ Not Selected
- Catastrophe Cover $ Not Selected
- Lot Owners Homes $ 2,665,000

Motion Carried

As the quote was not available at the time of the meeting, the renewal will be forwarded to the Office Bearers for discussion and directions.

5.4. Lot Owner Building Insurance

Lot Owners are referred to the Corporation By-Laws to determine the responsibility of insurance for all improvements on a Lot.

It was noted that each owner will be invoiced for the actual cost of their policy once the invoice has been received.

The Body Corporate Manager is authorised to renew the current Lot insurance policies, subject to provision in accordance with Corporation By-Laws, any Valuation resolved for limits of cover, and any directions from the Office Bearers for Quotes for insurance cover presented.

- **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 & Community Titles Act, it was resolved that the Corporation grant a Standing Direction to Adelaide Strata & Community Management to automatically renew the Body Corporate insurance policies up to 2 weeks 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. COMMON PROPERTY MAINTENANCE

Grounds maintenance

It was resolved to continue with the services of Grajean's Gardening Services for the monthly garden maintenance service.

Gutter and downpipe cleaning
It was agreed to continue the services of MINC Services for the annual gutter and downpipe cleaning of the Corporation. The owners present advised that the service needs to be completed twice a year in May and November.

Pest control
It was agreed that the Body Corporate Manager will arrange for the annual termite inspection and inspection of baiting stations which will be carried out in November 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.

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 tabled a Sinking Fund Forecast for the Corporation, noting the proposed expenditure was 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	**$11,403.91**	**$15,403.91**	**$19,403.91**	**$23,403.91**	**$27,403.91**
Projected Levy Income	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00
Projected Expenditure					
PROJECTED CLOSING FUNDS	**$15,403.91**	**$19,403.91**	**$23,403.91**	**$27,403.91**	**$31,403.91**

As this Corporation consists of 10 Lots being **greater** than 6 Units/Lots;
To resolve that the Body Corporate Manager arrange for a Sinking Fund Analysis to be prepared for presentation at the next Annual General Meeting.

Votes for; 0 Votes against; 0 Abstained; 3 **Motion Denied**

8. BUDGET AND LEVIES

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

EXPENDITURE	
AGL	**600.00**
Audit	**145.00**
Auditor Fee (CTA Section 138 (4) & CTR Clause 24)	**330.00**
Archive/Data Storage	**42.00**
Account Management	**164.00**
Bank Charges	**2.00**
Building Maintenance	**400.00**
Electrical Works	**500.00**
Disbursements (Fixed $675) + Work Orders/Reports $66	**741.00**
Garden/lawn	**6,500.00**
Gate Maintenance	**1,000.00**
Ground Maintenance	**1,500.00**
Gutter & Stormwater	**1,300.00**
Reimbursement	**50.00**
Income Tax Preparation	**205.00**
Insurance (Mutual)	**1,200.00**
Insurance - Lot Owners	**4,070.00**
Management Fee	**2,360.00**
Meeting Fee	**253.00**
Plumbing	**500.00**
Termite inspections	**900.00**
Valuation	**275.00**
TOTAL EXP	**$23,037.00**

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 $19,000.00 in the Administrative Fund & a total of $4,000.00 in the Sinking Fund.

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

Levy per unit	**Admin**	**Sinking**	**Total**
1 & 6	$475.00	$100.00	**$575.00**
2 & 4	$456.00	$96.00	**$552.00**
3 & 5	$465.50	$98.00	**$563.50**
7 & 10	$494.00	$104.00	**$598.00**
8 & 9	$484.50	$102.00	**$586.50**
	$19,000.00	$4,000.00	$23,000.00

- Levies will be due on the following dates:- 1st February , 1st May, 1st August, 1st November

Votes for; 3 Votes against; 0 Abstained; 0 **Motion Carried**

8.2. Shortfall Of Funds

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

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

9. APPROVAL REQUESTS 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.

Disbursement 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.

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

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

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

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

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

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

3. Any arrears exceeding 75 days
   The Body Corporate Manager will contact the Presiding Officer, or another Office Bearer, and confirm directions regarding further action for debt recovery, including legal action.

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

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

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

Maintenance Policy

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

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

11. GENERAL BUSINESS

After-Hours Emergency Maintenance
It was noted that in the event that the common property required emergency after hours attendance residents should call 8490 1300 and follow the prompt.

12. VENUE, DATE AND TIME OF NEXT MEETING

The next AGM is to be scheduled at 6:00 PM on or about 28/08/2023 at U1/102 Greenhill Road Unley.

13. MEETING CLOSURE

The meeting closed at 12:30 PM

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

MINUTES OF THE ANNUAL GENERAL MEETING
COMMUNITY CORPORATION 22250 INC.
24 Ashbrook Avenue, Payneham SA 5070

DATE :- **Monday 23 August 2021** At **6.00 PM**

LOCATION :- via Teleconference Call

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

Lynette Craig	Gianna Rodda

- **Present via Absentee StrataVote :-**

Thomas Lucas	Yue Lin
Annabelle Homer	Kimberly Manna

- **Proxies :-**
  NIL

- **In Attendance :-**

Nicole Hassell representing Adelaide Strata & Community Management.

- **Quorum**

A Quorum was declared as there were 6 out of a possible 9 **financial** Lots 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, Lot 5 is in arrears and therefore are not entitled to cast a vote for any resolution.

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

Community Titles Act; Section 84—Voting at general meetings
(14) A vote cannot be exercised in relation to a lot unless all amounts payable to the Corporation in respect of the lot have been paid.
(15) If the number of votes supporting a resolution is equal to the number of votes against the resolution, the resolution is lost.

2. MINUTES OF THE PREVIOUS GENERAL MEETING

Motion tabled; The Minutes of the General Meeting held on 24/08/2020 be accepted as a true and accurate record.

Motion Carried

3. FINANCIAL STATEMENT

Motion tabled; The Financial Statement for the period 01/07/2020 to 30/06/2021 be accepted and adopted as tabled.

The financial statement indicated the following:

	Income	Expenses	Surplus / Deficit	Equity
Administration Fund	$ 18,721.37	$ 17,375.87	$ 1,345.50	$ 18,073.19
Sinking Fund	$ 4,000.00	$ 2,378.00	$ 1,622.00	$ 7,403.91

Motion Carried

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

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 **$ 2,360.00** (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

The Owners present have thanked the Body Corporate Manager for the work towards the Corporation since taking over the management

b. Office Bearers

The following appointments were made for the coming year:

- Presiding Officer; Lynette Craig
- Secretary; Gianna Rodda
- Treasurer; Gianna Rodda

c. Management Committee

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

d. Appointment of Auditor - Community Titles Act: Section 81 (5) (d)

Motion tabled; 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 Community Corporation is required to provide clear instructions to the Body Corporate Manager for the renewal of the insurance.

The Manager explained the importance of continuity of cover to comply with the legal responsibilities of the Body Corporate and of having sufficient insurance to cover the property according to increases in value.

A Community Corporation must insure—

(a) the buildings and other improvements (if any) on the common property; and
(b) in the case of a strata scheme—the building or buildings divided by the strata plan.

The insurance—

(a) must be against risks that a normally prudent person would insure against and risks that are prescribed by regulation; and
(b) must be for the full cost of replacing the buildings or improvements with new materials; and
(c) must cover incidental costs such as demolition, site clearance and architect's fees.

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 Community 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 $ 3,000,000.00

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

Motion Carried

It was further resolved that as the valuation received includes a valuation for individual lots and the Corporation's By-laws require the Corporation to arrange insurance for the whole of the improvements on each lot, the Body Corporate Manager will arrange for each individual lot to be endorsed to the value set by the valuer

Motion Carried

The Body Corporate Manager can advise that there was only a valuation completed in June 2021, so no work order will be sent for this to be completed.

b. Current Insurance Details – Common Property

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/lot 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 years insurance.

- Current Cover Through; CHU

- **Catastrophe Cover**

The Strata Manager advised the Corporation that Catastrophe Insurance Cover was now available to the Corporation and that it enabled the Corporation to nominate a percentage of the current sum insured and arrange supplementary Catastrophe Cover for that amount. It was explained that in the event of a major disaster such as the earthquake in Newcastle, where the cost of re-building reportedly increased by 35% above the cost of the current building cover, that the Corporation may not be adequately covered.

After some discussion it was resolved **not** to arrange catastrophe insurance.

c. 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 with CHU for the following limits of cover:

- Common Property / BSI $ 230,000
- Legal Liability $ 20,000,000
- Office Bearers Liability $ 250,000
- Fidelity Cover $ 100,000
- Common Contents $ Not Selected
- Catastrophe Cover $ Not Selected
- Lot Owners Homes $ 2,835,000

Motion Carried

d. Lot Owner Building Insurance

Lot Owners are referred to the Corporation By-Laws to determine the responsibility of insurance for all improvements on a Lot.

It was noted that each owner will be invoiced for the actual cost of their policy when the invoice has been received**.**

The Body Corporate Manager is authorised to renew the current Lot insurance policies, subject to provision in accordance with Corporation By-Laws, any Valuation resolved for limits of cover, and any directions from the Office Bearers for Quotes for insurance cover presented.

- **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 & Community Titles Act, it was resolved that the Corporation grant a Standing Direction to Adelaide Strata & Community Management to automatically renew the Body Corporate insurance policies up to 2 weeks 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. COMMON PROPERTY MAINTENANCE

Grounds maintenance

It was resolved to continue with the services of Grajeans Gardening Services for the monthly garden maintenance service.

Gutter and downpipe cleaning

It was agreed to continue the services of MINC Services for the annual gutter and downpipe cleaning of the Corporation. The owners present advised that the service needs to be completed twice a year in May and November.

It was also agreed to obtain a quote from Grajean's Gardening Services as a comparison for the service. Once the quote has been obtained, it will be forwarded to the Office Bearers for discussion and directions.

Pest control

It was agreed that the Body Corporate Manager will arrange for the annual termite inspection and inspection of baiting stations which will be carried out in November 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.

Changing of gate Type

It was raised before the meeting for the Body Corporate Manager to obtain quotes for changing the gate from what it is now to a sliding gate. The Owners present had a quote and the quote was around $8000.00. This idea has now been put on hold until the front gates break down.

The Owners present would now like to look at the lock of the pedestrian gate. It has been advised that this lock does not latch properly. It was agreed that the Owner of Unit 3 will take photos of the latch and send them through to the Body Corporate Manager to attach to the work order. The work order is to be sent to Integrity Doors.

Addition of more security lights

It was also raised before the meeting regarding the Corporation adding additional lights to the walkway of the Corporation. It has been advised that the area is too dark at night and residents cannot tell who is walking towards them until they are right in front of the person. It has been advised that this work is priority.

The Owner of unit 3 will take photos of the area and send through to the Body Corporate Manager to obtain quotes. The Body Corporate Manager has advised they would like to perform a site visit as well to see where the Owners are describing and the type of lights in the area.

Painting of fence surrounding common property
It was also raised before the meeting that the Owners of the Corporation would like to paint some of the fencing surrounding common property. This would be to match the colour scheme of the Corporation.

The painting is looking to occur on the eastern side of the Corporation. The Owners present would also like to look at having the lattice work of the car port painted the same colour.

When this was mentioned to another Owner on site, they request to have their fence replaced to what the Corporation recently had completed. This Owner was not present at the meeting. It was advised to the Body Corporate Manager that there is nothing wrong with the existing fence.

The Body Corporate Manager advised that the Owner of the unit would be required to obtain quotes for the fence to be replaced. After this, the Owner would need to submit a fencing form and a copy of the quote to the Body Corporate Manager to forward to the Office Bearers for discussion and directions. The Corporation would have 30 days in which to respond to the fencing notice. This would allow the Corporation to provide an alternative to the new fence and submit that back to the Owner

The Owners present requested a quote from Crame and Son, the contractor who recently painted the car port and a comparison quote from one other contractor. Once the quote have been obtained, they will be forwarded to the Office Bearers for discussion and directions.

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

Triangle Lawn Area
It was advised that the triangle lawn area needs to be changed. The lawn that is there at the moment usually dies over summer. The Corporation asked Grajean's if they were able to suggest and complete the work. The Owners are looking to plant mature natives in this area as they will be more likely to survive and there is already the required watering system in place.

It was agreed that the Body Corporate Manager obtain a quote from Grajean's for the works to be completed. This quote will then be forwarded to the Office Bearers for discussion and approval.

Pavers of the Corporation.
It was advised that there are some pavers of the Corporation that need to be levelled and repaired. There is also an area where water form a puddle on top of the pavers. The Owner of Unit 3 is to submit photos of the areas so this can be attached to any quote requests sent by the Body Corporate Manager.

All quotes will be forwarded to the Office Bearers for discussion and directions.

Ivy - Unit 4
It was advised by Owners present that the ivy at Unit 4 is at a point where it needs to be maintained. This has been an ongoing issue at the Corporation. The Owner of Unit 3 has tried to request from the Owner of Unit 4 that they maintain the ivy, however, this has not been attended to. The ivy is now starting to impact other units, causing some possible repairs to be completed.

It was agreed that the Body Corporate Manager would write a letter to the Owner of Unit 4 advising them to maintain their garden as it is now impacting other units. It will also advise that any damager to another unit owners property could result in that owner seeking reimbursement for the repairs from the Owner of Unit 4.

The fence is also impacting the back fence, which is shared by another Corporation. It can be advised that if the back fence is also damaged the property behind has the right to re-coup the cost of half the fence from this Owner as well.

- 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	**$7,403.91**	**$11,403.91**	**$15,403.91**	**$19,403.91**	**$23,403.91**
Projected Levy Income	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00
Projected Expenditure					
Locking Mechanism	TBA				
Comon Lighting	TBA				
Painting of boundary fences	TBA				
PROJECTED CLOSING FUNDS	**$11,403.91**	**$15,403.91**	**$19,403.91**	**$23,403.91**	**$27,403.91**

As this Corporation consists of 10 Lots being **greater** than 6 Units/Lots;
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	
AGL	**650.00**
Audit	**145.00**
Auditor Fee (CTA Section 138 (4) & CTR Clause 24)	**330.00**
Archive/Data Storage	**42.00**
Account Management	**164.00**
Bank Charges	**2.00**
Building Maintenance	**400.00**
Electrical Works	**500.00**
Disbursements (Fixed) + work orders	**690.00**
Garden/lawn	**5,000.00**
Gate Maintenance	**1,000.00**
Ground Maintenance	**1,500.00**
Gutter & Stormwater	**1,300.00**
Reimbursement	**50.00**
Income Tax Preparation	**205.00**
Insurance (Mutual)	**1,150.00**
Insurance - Lot Owners	**3,890.00**
Management Fee	**2,360.00**
Meeting Fee	**253.00**
Plumbing	**500.00**
Termite inspections	**1,500.00**
TOTAL EXP	**$21,631.00**

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 $15,140.00 in the Administrative Fund & a total of $4,000.00 in the Sinking Fund.

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

	Admin	Sinking	Total
1 & 6	$378.50	$100.00	**$478.50**
2 & 4	$363.36	$96.00	**$459.36**
3 & 5	$370.93	$98.00	**$468.93**
7 & 10	$393.64	$104.00	**$497.64**
8 & 9	$386.07	$102.00	**$488.07**
	$15,140.00	$4,000.00	$19,140.00

- Levies will be due on the following dates:- 1st February , 1st May, 1st August, 1st November

Motion Carried

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. APPROVAL REQUESTS 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', 'Notices to Owners' and 'Maintenance Policy', and advised that these will continue without change.

Disbursement 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.

Community Directory

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

Failure To Notify Change Of Contact Details

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

Financial Charges

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

Levy Arrears

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

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

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.

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

12. VENUE, DATE AND TIME OF NEXT MEETING

The next AGM is to be scheduled at 6:00 PM on or about 22/08/2022 at Unit 2, 24 Ashbrook Ave, Payneham, SA, 5070

13. MEETING CLOSURE

The meeting closed at 7:00 PM

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

COMMUNITY CORPORATION 22250 INC.
24 Ashbrook Avenue, Payneham
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.

2004 Inaugural General Meeting

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

1. Interest on Overdue Levies
   The Corporation will charge owners interest on all levies outstanding for excess of 30 days. The rate is set at 15% per annum calculated daily.
2. Accounting Fees
   In accordance with the Management Agreement owners are to be charged an accounting fee set by the Strata Manager if a reminder notice and / or debt collection notice is sent to an owner or their agent.
3. Debt Collection
   That the Body Corporate Manager is authorised to proceed on behalf of 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 as a debt against the unit.

2005 Annual General Meeting

UNIT 5 SKYLIGHTS
The application of unit 5 to install 3 skylights was discussed and it was resolved to approve the request unanimously.

DOGS
Residents are reminded that they are responsible for any noise which is disturbing to an extent which is unreasonable to other lot owners. They are also reminded they are responsible for cleaning up after their pets.

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

SENSOR LIGHTS
It was resolved that all unit owners be approved to install a sensor light on their property.

2006 Annual General Meeting

SKYLIGHTS
All owners are approved to install sky lights to their lot. All installations to be keeping on with the existing colour scheme at the Corporation.

FOXTEL
It was resolved that all owners be approved to install Foxtel, if a satellite dish is required the dish is to be located at the rear of the property and be no more than 60cm in diameter.

UNIT 1 BLIND
It was resolved that the owner of unit 1 be approved to install a blind over their back sliding door.

2009 Annual General Meeting

UNIT 4 PERGOLA
The application of unit 4 to install a pergola was discussed and it was resolved to approve the request subject to local Council approval and matching in style and colour to the corporation.

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 recover of any outstanding monies will be the responsibility of the relevant unit owner and as such will be recovered from that unit owner.

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

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.

2010 Annual General Meeting

Standing Direction
To ensure that the Body Corporate continues to have insurance that meets the requirements of the Strata Titles Act, it was resolved that the Corporation grant a Standing Direction to Adelaide Strata & Community Management to automatically renew the Body Corporate insurance policies 2 weeks before maturity each year at the limits of cover held by the Body Corporate or as determined by a meeting of the Corporation.

ROLLER SHUTTERS LOT 1
It was resolved by special resolution that Lot 1 may install roller shutters at the property as per pamphlet provided.

SOLAR PANELS
It was resolved by special resolution that all Lot Owners may install solar panels on their property.

ANTENNAS
It was resolved by special resolution that all Lot Owners may install antennas on their property.

AGM 2011

It was resolved that the following installations and additions upon the Common Property and/or within the lot be granted approval.

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

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

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

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.

NBN; National Broadband Network

It was resolved by Special Resolution that the Corporation approve for Lot owner's to have a connection to the NBN installed when available, at their own expense.

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.
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.)

STRATA DIRECTORY: It was resolved to send an updated list with the minutes to all Members.

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.

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

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.

AGM 2012

APPROVALS AND POLICIES

It was resolved that the following installations and additions upon the Common Property and/or within the lot 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.

UNIT 1 SCREEN
It was noted the owner of Unit 1 had installed a temporary screen within the Corporation.

After discussion it was resolved that the owner of Unit 1 would remove the temporary screen and replace it with a new structure (to block out vehicle lights) It will be constructed using quality materials and be installed in a professional manner. All future maintenance costs and any damage or injury which may occur as a result of the approved installation or addition is the responsibility of the relevant unit owner.

DISBURSEMENTS / CORRESPONDANCE TO OWNERS
The Body Corporate Manager reminded owners in regards to the option to reduce disbursement charges and if wishing to have levy notices, and/or correspondence issued via email.

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

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

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.)

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.

AGM 2013
Nil

AGM 2014
Nil

AGM 2016

APPROVAL REQUESTS FOR PRESCRIBED WORKS

Nil requested

ADOPTION OF POLICIES

Disbursement Directions (Correspondence To Owners)
The Body Corporate Manager advised the meeting that disbursement charges could be reduced if Owners elected to have notices distributed by email.

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

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

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

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

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

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

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

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

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

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

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

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

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

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

AGM 2017

APPROVAL REQUESTS 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.

To resolve by Special Resolution to paint the timber work (fence and gates) to match the colour of the gutters.

Motion Carried

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

AGM 2018

APPROVAL REQUESTS FOR PRESCRIBED WORKS

Nil requested

ADOPTION OF POLICIES

Disbursement Directions (Correspondence To Owners)

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

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

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

Community Directory

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

Failure To Notify Change Of Contact Details

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

Financial Charges

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

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

Levy Arrears

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

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

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

8. 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.

9. 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.

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

Notices From The Corporation To Owners

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

AGM 2019

ADOPTION OF POLICIES

Disbursement Directions (Correspondence to Owners)

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

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

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

Community 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.

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

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

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

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

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

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

13. Any arrears exceeding 75 days
    The Body Corporate Manager will contact the Presiding Officer, or another Office Bearer, and confirm directions regarding further action for debt recovery, including legal action.

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

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

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

Proposed Maintenance Policy
Motion tabled;

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

a) The Corporation authorise general repairs to proceed where costs are less than $500 to $600 or; repairs are of an emergency and/or essential nature, and for an Office Bearer to be informed of any required actions.
b) Unless alternate instructions are resolved at a general meeting of the Corporation;
    - The Corporation's preference is for 2 quotes for general repairs of $500.00 to $2,000.00, noting Office Bearers are authorised to engage a contractor when the first quote is presented.
    - The Corporation's preference is for 3 quotes for any general repairs exceeding $2,000.00
c) All quotes are to be made available to Office Bearers at the earliest opportunity for a decision, and where a General Meeting has approved for maintenance works to proceed;

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

- 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

AGM 2020

APPROVAL REQUESTS FOR PRESCRIBED WORKS

Nil requested

ADOPTION OF POLICIES

Affirmation of previous policies;

Motion tabled;

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

; **Motion Carried**

AGM 2021

APPROVAL REQUESTS 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.

Disbursement 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.

Community Directory

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

Failure To Notify Change Of Contact Details

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

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

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

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

16. 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.

17. 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.

18. 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.

19. 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.

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

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

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

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

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

AGM 2022

No new items.

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

BY-LAWS
DEVELOPMENT NO. 155/0004/04

BY – LAWS

COMMUNITY PLAN NO. 22250

24 Ashbrook Avenue, Payneham

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

Orig. LF 9824559

12:08 14-Apr-2004
3 of 3 Fees: $0.00

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996
FORM APPROVED BY THE REGISTRAR-GENERAL

SERIES NO.	PREFIX
3	LF

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by:
Katrina Morris Conveyancer - KMOR

Correction to:
Grope Hamilton Solicitors

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

1.....

2.....

3.....

4.....

5.....

Assessor

PICK-UP NO.	9811097
CP	22250
DEV. NO.	155/C004/04

BELOW THIS LINE FOR OFFICE USE ONLY

Date:	Time:
FEES	
R.G.O.	POSTAGE
$94.00	

Lands Titl 15:15 15/04/04 162352
REGISTRATION FEE $94.00

CORRECTION	PASSED

FILED 14/5/2004.

Mark Mesel

REGISTRAR-GENERAL

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

ITEM	AGENT CODE

Lic. No. 3 Jan 2000
Printed by Katrina Morris on 8 Apr 2004

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

INDEX

PRELIMINARY	PAGE 3
MANDATORY BY-LAWS	PAGE 3
MAINTENANCE AND USE OF LOTS	PAGE 3 & 4
THE COMMON PROPERTY	PAGE 4 & 5
PROHIBITION OF DISTURBANCE	PAGE 5
RESTRICTION ON SHORT TERM LEASES	PAGE 5
TENANTS	PAGE 5 & 6
INSURANCE	PAGE 6 & 7
GENERAL PROVISIONS	PAGE 7
CORPORATION'S RIGHT TO RECOVER MONEY	PAGE 7 & 8

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

COMMUNITY SCHEME BY-LAWS PLAN NO.

Part 1 - Preliminary

Interpretation

1 In these by-laws:-

"Act" means the *Community Titles Act 1996.*
"corporation" means Community Corporation No. 2250 Incorporated.
"occupier" of a lot includes, if the lot is unoccupied, the owner of the lot.

Part 2 – Mandatory By-Laws

Administration, management and control of common property

2 The corporation is responsible for the administration, management and control of the common property.

Use and enjoyment of the common property

3 The common property is, subject to the Act and these by-laws, for the common use and enjoyment of residents in the community scheme and their visitors.

Part 3 – Maintenance and Use of Lots

Use of Lots

4 A person must use a lot primarily for residential purposes.

Maintenance and Repair

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

Occupier's obligations to maintain the lot in good condition

6 (1) The occupier of a lot must keep the lot in a clean and tidy condition.

(2) The occupier must properly maintain lawns and gardens on the lot.

(3) The owner must carry out any work ordered by a Government or statutory authority in respect of the lot.

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

(4) The owner or occupier of a lot must:-

(a) store garbage in an appropriate container that prevents the escape of unpleasant odours;

(b) keep the container in the garage erected on the lot; and

(c) comply with any requirements of the council for the disposal of garbage.

Development of Lots

7 (1) The owner or occupier of a lot must not, without the corporation's approval:-

(a) erect any further buildings or structural improvements on a lot.

(b) change the colours of the external finishes on a lot; or

(c) change the landscaping on a lot so as to substantially alter the environment.

(2) The corporation must not unreasonably withhold its approval for the erection of buildings and structural improvements if such buildings and improvements are in accordance with the planning approval No.

Part 4 – The Common Property

Damage etc to common property

8 (1) A person must not, without the authorisation of the corporation, damage or interfere with a building, structure, tree or garden on the common property.

(2) A person must not, without the authorisation of the corporation, deposit any rubbish or waste material on the common property.

(3) A person must not, without the authorisation of the corporation, deposit any object or material on the common property if it is likely:-

(a) to obstruct the movement of vehicular or pedestrian traffic; or

(b) to be hazardous or offensive to other persons using the common property.

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

Traffic and parking

9 (1) A person must not obstruct vehicular or pedestrian traffic on the common property.

(2) A person must not, without the authorisation of the Corporation, park a motor vehicle on the common property.

(3) A person must not drive a motor vehicle on the common property except on a road established for use by motor vehicles.

(4) A person driving a vehicle on the common property must comply with the rules applicable under the *Road.Traffic Act 1961* to the driving of a vehicle on a public road.

Use of skate boards etc

10 A person must not ride a skate board, roller skates, roller blades or other similar device on the common property unless authorised to do so by the corporation.

Part 5 – Prohibition of Disturbance

Disturbance

11 (1) The occupier of a lot must not engage in conduct that unreasonably disturbs the occupier of another lot or others who are lawfully on a lot or the common property.

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

Part 6 – Restriction on Short Term Leases

Restriction on short term leases

12 The owner of a lot must not, without the corporation's authorisation ,lease the lot, or grant a right of occupation in respect of the lot for valuable consideration, for a period of less than two months.

Part 7 – Tenants

13 The owner of a lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him or her under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot or

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

their visitors or invitees comply with the provisions of these by-laws and without limiting the generality of the foregoing shall:-

(a) ensure that it shall be a term of every such lease or licence agreement that the lessee or licensee or other occupier of the lot complies with the provisions of the by-laws; and

(b) provide every lessee or licensee or other occupier of the lot with a copy of these by-laws and shall in addition ensure that in the event that any such lease or licence agreement shall be in writing that a copy of these by-laws is annexed hereto.

Part 8 – Insurance

14 (1) The corporation must review on an annual basis all insurances effected by it and the need for new insurances.

(2) Notice of an AGM of the corporation must include a form of motion to decide whether insurances effected by the corporation should be confirmed, varied or extended, and

(3) The corporation must immediately effect new insurances or vary or extend existing insurances if there is an increased risk or a new risk

(4) The occupier of a lot must not, except with the approval of the corporation, do anything that might:-

(a) void or prejudice insurance effected by the corporation;

(b) increase any insurance premium payable by the corporation.

(5) The corporation shall insure all buildings and other improvements on the lots.

(6) The insurance must be against risks that would normally be insured against; and

(a) must be for the full cost of replacing the building or improvements with new materials; and

(b) must cover incidental costs such as demolition, site clearance and architects fees.

(7) The occupier of each lot must provide the corporation, as requested by the corporation from time to time, evidence of a current policy of insurance effected by the proprietor in terms of this by-law.

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

Part 9 – General Provisions

Display of advertisements

15 (1) Subject to this by-law, a person must not display an advertisement or sign exceeding 100 mm by 300 mm on a lot without the approval of the corporation.

(2) This by-law does not prevent the display of an advertisement or sign associated with the sale of a lot.

Pets

16 (1) The owner or occupier of a lot may keep a pet on the lot subject to clause 16(2).

(2) Where a proprietor or occupier of a lot or any other person who is on the common property with a proprietor or occupier of a lot's consent (express or implied) brings or keeps a pet on the lot or any other part of the common property, that proprietor or occupier is:-

(a) liable to the proprietor or occupier of their lots and all other persons lawfully on the common property for any noise which is disturbing to an extent which is unreasonable and for damage to or loss of property or injury to any person caused by the pet; and

(b) responsible for cleaning up after the pet has used any part of another lot or any part of the common property.

Part 10 – Corporation's Right to Recover Money

17 (1) The corporation may recover any money owing to it under the by-laws as a debt.

(2) An owner or occupier of a lot must pay or reimburse the corporation on demand for the costs, charges and expenses of the corporation in connection with contemplated or actual enforcement or preservation of any rights under the by-laws in relation to the proprietor or occupier.

(3) The costs, charges and expenses recoverable by the corporation shall include without limitation, those expenses incurred in retaining any independent consultation or other person to evaluate any matter of concern and its administration costs in connection with those events.

(4) The corporation may charge interest on any overdue monies owed by a proprietor or occupier of a lot to the corporation at the rate of 2% per annum above the rate quoted by the corporation's bankers on overdraft accommodation less than $100,000 calculated on daily balances commencing from the day that the money becomes due for payment.

DocuSign Envelope ID: 84DE2720-0ACA-4DC1-873F-535FA10DFEAD

Offence

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

Maximum penalty: $500.