# 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 particulars required, continue on attachments.*

## Part A - Parties and land

1 Purchaser:

Address:

2 ~~Purchaser's registered agent:~~ ☐

Address:

3 Vendor:

ADRIAN JOHN WYLIE

Address:

UNIT 3, 608 ANZAC HIGHWAY GLENELG EAST SA 5045

4 Vendor's registered agent:

KLEMICH REAL ESTATE ☑

Address:

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]*

THE WHOLE OF CERTIFICATE OF TITLE VOLUME 5916 FOLIO 332

LOT 3 PRIMARY COMMUNITY PLAN 22247 BEING THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE VOLUME 5916 FOLIO 332 LOCATED AT UNIT 3, 608 ANZAC HIGHWAY GLENELG EAST SA 5045

## 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 3, 608 ANZAC HIGHWAY GLENELG EAST SA 5045

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

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

ANDREW@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:

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.

**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~~ ADRIAN JOHN WYLIE

of UNIT 3, 608 ANZAC HIGHWAY GLENELG EAST SA 5045

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: | 14-Mar-24 | Date: | |
| Signed | DocuSigned by: 8292E7946E9C415... | Signed | |
| Date: | | Date: | |
| Signed | | Signed | |

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

**(section 9)**

**To the purchaser:**

I, MARK JOHN PAHOLSKI FOR AND ON BEHALF OF THE NEC FORM 1 SERVICE

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: 14-Mar-24

Signed: DocuSigned by: Mark Paholski 15F236A90E5147F...

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

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

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

**(section 7(1)(b))**

**Note -**

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

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

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

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

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

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

(b) the mortgage, charge or prescribed encumbrance -

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

(A) under the heading 1. General -

1.1 Mortgage of land

1.4 Lease, agreement for lease, tenancy agreement or licence

1.5 Caveat

1.6 Lien or notice of a lien

(B) under the heading 36. Other charges -

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

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

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

# Table of particulars

| Column 1 | Column 2 | Column 3 |
|---|---|---|

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

## 1. General

**1.1** Mortgage of land

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

***Is this item applicable?*** ✓

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

***Are there attachments?*** NO

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

Number of mortgage (if registered):

12933006

Name of mortgagee:

MEMBERS EQUITY BANK LTD. (ACN: 070 887 679)

**1.2** Easement

(whether over the land or annexed to the land)

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

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

***Is this item applicable?*** ✓

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

***Are there attachments?***

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

REFER TO ATTACHMENT A

Description of land subject to easement:

Nature of easement:

Are you aware of any encroachment on the easement?

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?

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**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:

N/A

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

N/A

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## 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 PAGE 4 OF THE COUNCIL SEARCH AND ATTACHMENTS

Condition(s) of authorisation:

REFER APPLICATIONS:
110/00293/02
110/00243/03
110/LC/00541/03
110/01129/07

## 6. Repealed Act conditions

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

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

***Is this item applicable?*** ☐

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

***Are there attachments?***

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

Nature of condition(s):

## 7. Emergency Services Funding Act 1998

**7.1** section 16 - Notice to pay levy

***Is this item applicable?*** ✓

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

***Are there attachments?*** YES

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

CERTIFICATE OF EMERGENCY SERVICES LEVY

Date of notice:

28/02/2024

Amount of levy payable:

$143.70 (ALREADY PAID)

# 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 PLAN SA DATA EXTRACT FOR SECTION 7 SEARCH PURPOSES ATTACHED & PAGE 8 OF THE PROPERTY INTEREST REPORT

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

ZONED HOUSING DIVERSITY NEIGHBOURHOOD (HDN), SEE ATTACHMENT FOR SUBZONE AND OVERLAY INFORMATION

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:

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**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:

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**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):

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**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):

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**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):

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**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):

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**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):

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**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 22247 INC.

Address of community corporation: 608 ANZAC HIGHWAY GLENELG EAST SA 5045

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):

THE CORPORATION IS INFORMALLY MANAGED WITH FUNDS COLLECTED AS & WHEN NECESSARY

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

THE CORPORATION IS INFORMERLY MANAGED WITH FUNDS COLLECTED AS & WHEN NECESSARY

(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:

THE CORPORATION IS INFORMERLY MANAGED WITH FUNDS COLLECTED AS & WHEN NECESSARY

(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:

N/A

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

3,400/10,000

*[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)*

NO

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

NO

(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:

NOT APPLICABLE

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: VENDOR

Address: UNIT 3, 608 ANZAC HIGHWAY GLENELG EAST SA 5045

**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.

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**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

* COPY OF PROPERTY INTEREST REPORT AND ATTACHMENTS
* COPY OF COUNCIL SEARCH AND ATTACHMENTS
* COPY OF PLAN SA DATA EXTRACT FOR SECTION 7 SEARCH PURPOSES
* COPY OF COMMUNITY PLAN 22247
* COPY OF COMMUNITY INSURANCE
* COPY OF BY-LAWS 9814842

*(*Strike out whichever is not applicable)*

---

**ACKNOWLEDGEMENT OF RECEIPT OF FORM 1 – VENDOR'S STATEMENT**

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

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

**Dated** this _____ Day of _____ 20

Signed: _____

_____

_____

_____

Purchaser(s)

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# 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 EASEMENTS | WILL THIS ITEM BE DISCHARGED OR SATISFIED PRIOR TO OR AT SETTLEMENT? NO<br><br>ARE THERE ATTACHMENTS? YES<br><br>IF YES, IDENTIFY THE ATTACHMENT(S) (AND IF APPLICABLE, THE PART(S) CONTAINING THE PARTICULARS):<br>SEE NOTICES ON BUILDING RESTRICTIONS, STATUTORY EASEMENTS AND OTHER GENERAL MATTERS ON PAGE 12 AND 13 OF THE PROPERTY INTEREST REPORT<br><br>DESCRIPTION OF LAND SUBJECT TO EASEMENT:<br>PORTION OF THE LAND IN THE SAID TITLE<br><br>NATURE OF EASEMENT:<br>REFER NOTICES ON PAGE 12 AND 13 OF THE PROPERTY INTEREST REPORT<br><br>ARE YOU AWARE OF ANY ENCROACHMENT ON THE EASEMENT?<br>NO<br><br>IF YES, GIVE DETAILS:<br>NOT APPLICABLE<br><br>IF THERE IS AN ENCROACHMENT, HAS APPROVAL FOR THE ENCROACHMENT BEEN GIVEN?<br>NOT APPLICABLE<br><br>IF YES, GIVE DETAILS:<br>NOT APPLICABLE |



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

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# CERTIFICATE OF TITLE

NEC Form 1 Service

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LAND SERVICES SA

| | |
|---|---|
| **Product** | Register Search (CT 5916/332) |
| **Date/Time** | 27/02/2024 03:53PM |
| **Customer Reference** | |
| **Order ID** | 20240227008834 |

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 332

**Parent Title(s)** CT 5514/516

**Creating Dealing(s)** ACT 9810768

**Title Issued** 11/05/2004 **Edition** 6 **Edition Issued** 15/06/2018

## Estate Type

FEE SIMPLE

## Registered Proprietor

ADRIAN JOHN WYLIE
OF UNIT 3 608 ANZAC HIGHWAY GLENELG EAST SA 5045

## Description of Land

LOT 3 PRIMARY COMMUNITY PLAN 22247
IN THE AREA NAMED GLENELG EAST
HUNDRED OF NOARLUNGA

## Easements

NIL

## Schedule of Dealings

| Dealing Number | Description |
|---|---|
| 12933006 | MORTGAGE TO MEMBERS EQUITY BANK LTD. (ACN: 070 887 679) |

## Notations

**Dealings Affecting Title** NIL

**Priority Notices** NIL

**Notations on Plan**

| Lodgement Date | Dealing Number | Description | Status |
|---|---|---|---|
| 29/03/2004 | 9814842 | BY-LAWS | FILED |

**Registrar-General's Notes** NIL

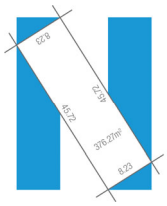
**Administrative Interests** NIL



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

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# SCHEDULE 2 – PRESCRIBED NOTICE TO BE GIVEN TO PURCHASER



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# Form R3

## Buyers information notice

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

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

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

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?

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## 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.ocba.sa.gov.au/consumeradvice/realestate*

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.

August 2010

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# PROPERTY INTEREST REPORT

NEC Form 1 Service

DocuSign Envelope ID: 0FC7CA06-697D-418F-AC5E-F0C62E224648

# Property Interest Report

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

| | | | |
|---|---|---|---|
| **Title Reference** | CT 5916/332 | **Reference No.** | 2546854 |
| **Registered Proprietors** | A J*WYLIE | **Prepared** | 27/02/2024 15:53 |
| **Address of Property** | Unit 3, 608 ANZAC HIGHWAY, GLENELG EAST, SA 5045 | | |
| **Local Govt. Authority** | CITY OF HOLDFAST BAY | | |
| **Local Govt. Address** | PO BOX 19 BRIGHTON SA 5048 | | |

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

**Table of Particulars**

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

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

| Prescribed encumbrance | | Particulars (Particulars in bold indicates further information will be provided) |
|---|---|---|
| **1.** | **General** | |
| 1.1 | Mortgage of land<br><br>*[**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<br>(whether over the land or annexed to the land)<br><br>Note--"Easement" includes rights of way and party wall rights<br><br>*[**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<br><br>*[**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<br>(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)<br><br>*[**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<br><br>also<br><br>Contact the vendor for these details |
| 1.5 | Caveat | Refer to the Certificate of Title |
| 1.6 | Lien or notice of a lien | Refer to the Certificate of Title |
| **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<br><br>also<br><br>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<br><br>also<br><br>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<br><br>*[**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<br><br>also<br><br>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<br><br>also<br><br>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<br><br>also<br><br>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<br><br>also<br><br>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<br><br>also<br><br>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<br><br>also<br><br>Contact the Local Government Authority for other details that might apply |
| 5.9 | section 71 - Fire safety notice | Building Fire Safety Committee in the Department for Trade and Investment has no record of any notice affecting this title |

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

## 6. Repealed Act conditions

| | | |
|---|---|---|
| 6.1 | Condition (that continues to apply) of an approval or authorisation granted under the *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)<br><br>*[**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<br><br>also<br><br>Contact the Local Government Authority for other details that might apply |

## 7. *Emergency Services Funding Act 1998*

| | | |
|---|---|---|
| 7.1 | section 16 - Notice to pay levy | An Emergency Services Levy Certificate will be forwarded.<br>If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.<br><br>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<br>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<br>also<br>Contact the Local Government Authority for other details that might apply |
| 11.2 | section 46 - Prohibition order | Public Health in DHW has no record of any notice or direction affecting this title<br>also<br>Contact the Local Government Authority for other details that might apply |

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

## 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<br>also<br>Contact the Local Government Authority for other details that might apply |

## 18. *Landscape South Australia Act 2019*

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

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

## 19. *Land Tax Act 1936*

| | | |
|---|---|---|
| 19.1 | Notice, order or demand for payment of land tax | A Land Tax Certificate will be forwarded.<br>If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.<br><br>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<br>also<br>Refer to the Certificate of Title |
| 25.2 | section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider | DEW Native Vegetation has no record of any agreement affecting this title<br>also<br>Refer to the Certificate of Title |
| 25.3 | section 25D - Management agreement | DEW Native Vegetation has no record of any agreement affecting this title<br>also<br>Refer to the Certificate of Title |
| 25.4 | Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation | DEW Native Vegetation has no record of any refusal or condition affecting this title |

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

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

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

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

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

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

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

| | | |
|---|---|---|
| 29.1 | Part 5 - Planning and Design Code<br>*[ **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.<br><br>also<br><br>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<br><br>also<br><br>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<br><br>also<br><br>Contact the Local Government Authority for other details that might apply to a place of local heritage value<br><br>also<br><br>For details of declared significant trees affecting this title, contact the Local Government Authority<br><br>also<br><br>Code Amendment<br><br>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.<br><br>Code Amendment<br><br>Statewide Bushfire Hazards Overlay - aims to review the current policy framework (spatial layers and policy content) of the six Hazard (Bushfire Risk) Overlays as well as explore other planning instruments and mechanisms to assist in mitigating bushfire hazard impacts. Please note that this Code Amendment only applies to a portion of some council areas. To understand if your property is affected, please check the bushfire hazard map at https://plus.geodata.sa.gov.au/bushfire/index.html. For more information, please visit https://plan.sa.gov.au/have_your_say/ or contact PlanSA via email (PlanSA@sa.gov.au) or telephone (1800 752 664). |
| 29.2 | section 127 - Condition (that continues to apply) of a development authorisation<br>*[ **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<br><br>also<br><br>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<br><br>also<br><br>Contact the Local Government Authority for other details that might apply |

| | | |
|---|---|---|
| 29.6 | section 142 - Notice to complete development | State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title<br>also<br>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<br>also<br>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<br>also<br>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<br>also<br>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<br>also<br>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<br>also<br>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<br>also<br>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<br>also<br>State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title |

## 30. *Plant Health Act 2009*

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

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

| | | |
|---|---|---|
| 31.1 | Part 3 - Notice | Public Health in DHW has no record of any notice or direction affecting this title<br>also<br>Contact the Local Government Authority for other details that might apply |
| 31.2 | *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<br>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<br>also<br>Contact the Local Government Authority for other details that might apply |

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

| | | |
|---|---|---|
| 32.1 | section 66 - Direction or requirement to avert spread of disease | Public Health in DHW has no record of any direction or requirement affecting this title |
| 32.2 | section 92 - Notice | Public Health in DHW has no record of any notice affecting this title<br>also<br>Contact the Local Government Authority for other details that might apply |
| 32.3 | *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<br>also<br>Contact the Local Government Authority for other details that might apply |

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

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

## 34. *Water Industry Act 2012*

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

## Other Particulars

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

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

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LAND SERVICES SA

| | |
|---|---|
| **Product** | Title and Valuation Package |
| **Date/Time** | 27/02/2024 03:53PM |
| **Customer Reference** | |
| **Order ID** | 20240227008834 |

# Certificate of Title

| | |
|---|---|
| **Title Reference** | CT 5916/332 |
| **Status** | CURRENT |
| **Easement** | NO |
| **Owner Number** | 10647668 |
| **Address for Notices** | UNIT 3 608 ANZAC HWY GLENELG EAST, SA 5045 |
| **Area** | 201m² (CALCULATED) |

# Estate Type

Fee Simple

# Registered Proprietor

ADRIAN JOHN WYLIE
OF UNIT 3 608 ANZAC HIGHWAY GLENELG EAST SA 5045

# Description of Land

LOT 3 PRIMARY COMMUNITY PLAN 22247
IN THE AREA NAMED GLENELG EAST
HUNDRED OF NOARLUNGA

# Last Sale Details

| | |
|---|---|
| **Dealing Reference** | TRANSFER (T) 12933005 |
| **Dealing Date** | 30/05/2018 |
| **Sale Price** | $448,500 |
| **Sale Type** | FULL VALUE / CONSIDERATION AND WHOLE OF LAND |

# Constraints

### Encumbrances

| Dealing Type | Dealing Number | Beneficiary |
|---|---|---|
| MORTGAGE | 12933006 | MEMBERS EQUITY BANK LTD. (ACN: 070 887 679) |

### Stoppers

NIL

# Valuation Numbers

| Valuation Number | Status | Property Location Address |
|---|---|---|
| 1254644302 | CURRENT | Unit 3, 608 ANZAC HIGHWAY, GLENELG EAST, SA 5045 |

# Notations

### Dealings Affecting Title


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NIL

### Notations on Plan

| Lodgement Date | Dealing Number | Descriptions | Status |
|---|---|---|---|
| 29/03/2004 15:37 | 9814842 | BY-LAWS | FILED |

### Registrar-General's Notes

NIL

### Administrative Interests

NIL

## Valuation Record

| | |
|---|---|
| **Valuation Number** | 1254644302 |
| **Type** | Site & Capital Value |
| **Date of Valuation** | 01/01/2023 |
| **Status** | CURRENT |
| **Operative From** | 01/07/2004 |
| **Property Location** | Unit 3, 608 ANZAC HIGHWAY, GLENELG EAST, SA 5045 |
| **Local Government** | HOLDFAST BAY |
| **Owner Names** | ADRIAN JOHN WYLIE |
| **Owner Number** | 10647668 |
| **Address for Notices** | UNIT 3 608 ANZAC HWY GLENELG EAST, SA 5045 |
| **Zone / Subzone** | HDN - Housing Diversity Neighbourhood |
| **Water Available** | Yes |
| **Sewer Available** | Yes |
| **Land Use** | 1315 - Detached Single Storey Home Unit |
| **Description** | 4H G PER |
| **Local Government Description** | Residential |

## Parcels

| Plan/Parcel | Title Reference(s) |
|---|---|
| C22247 LOT 3 | CT 5916/332 |

## Values

| Financial Year | Site Value | Capital Value | Notional Site Value | Notional Capital Value | Notional Type |
|---|---|---|---|---|---|
| Current | $420,000 | $620,000 | | | |
| Previous | $325,000 | $550,000 | | | |



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# Building Details

| | |
|---|---|
| **Valuation Number** | 1254644302 |
| **Building Style** | Conventional |
| **Year Built** | 2004 |
| **Building Condition** | Very Good |
| **Wall Construction** | Stone; Freestone |
| **Roof Construction** | Tiled (Terra Cotta or Cement) |
| **Equivalent Main Area** | 108 sqm |
| **Number of Main Rooms** | 4 |

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



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LAND SERVICES SA

| | |
|---|---|
| **Product** | Historical Search |
| **Date/Time** | 27/02/2024 03:53PM |
| **Customer Reference** | |
| **Order ID** | 20240227008834 |

# Certificate of Title

**Title Reference:** CT 5916/332

**Status:** CURRENT

**Parent Title(s):** CT 5514/516

**Dealing(s) Creating Title:** ACT 9810768

**Title Issued:** 11/05/2004

**Edition:** 6

# Dealings

| Lodgement Date | Completion Date | Dealing Number | Dealing Type | Dealing Status | Details |
|---|---|---|---|---|---|
| 31/05/2018 | 15/06/2018 | 12933006 | MORTGAGE | REGISTERED | MEMBERS EQUITY BANK LTD. (ACN: 070 887 679) |
| 31/05/2018 | 15/06/2018 | 12933005 | TRANSFER | REGISTERED | ADRIAN JOHN WYLIE |
| 28/09/2007 | 17/10/2007 | 10804790 | TRANSFER | REGISTERED | ALEXANDER IAN PARK, ELIZABETH MORROW PARK |
| 28/09/2007 | 17/10/2007 | 10804789 | DISCHARGE OF MORTGAGE | REGISTERED | 10400997 |
| 16/02/2006 | 27/02/2006 | 10400997 | MORTGAGE | REGISTERED | COMMONWEALTH BANK OF AUSTRALIA |
| 16/02/2006 | 27/02/2006 | 10400996 | TRANSFER | REGISTERED | KENNY BOON HIN LEE, SHALLINE CHIN PEH CHOK |
| 16/02/2006 | 27/02/2006 | 10400995 | WITHDRAWAL OF CAVEAT | REGISTERED | 10390075 |
| 16/02/2006 | 27/02/2006 | 10400994 | DISCHARGE OF MORTGAGE | REGISTERED | 10230420 |
| 31/01/2006 | 03/02/2006 | 10390075 | CAVEAT | REGISTERED | GOLDEN GATE SHORT TERM FUNDING PTY. LTD. |
| 24/05/2005 | 06/06/2005 | 10230420 | MORTGAGE | REGISTERED | NATIONAL AUSTRALIA BANK LTD. |
| 24/05/2005 | 06/06/2005 | 10230418 | DISCHARGE OF MORTGAGE | REGISTERED | 10033974 |
| 06/05/2005 | 19/05/2005 | 10219431 | WITHDRAWAL OF CAVEAT | REGISTERED | 10095610 |
| 27/10/2004 | 02/11/2004 | 10095610 | CAVEAT | REGISTERED | BRU NET PTY. LTD. |
| 23/07/2004 | 03/08/2004 | 10033974 | MORTGAGE | REGISTERED | ST.GEORGE BANK LTD. (ACN: 055 513 070) |
| 23/07/2004 | 03/08/2004 | 10033973 | DISCHARGE OF MORTGAGE | REGISTERED | 9539706 |



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| Lodgement Date | Completion Date | Dealing Number | Dealing Type | Dealing Status | Details |
|---|---|---|---|---|---|
| 23/07/2004 | 03/08/2004 | 10033972 | DISCHARGE OF MORTGAGE | REGISTERED | 9137484<br><br>9643684 |
| 23/07/2003 | 06/08/2003 | 9643684 | MORTGAGE | REGISTERED | COMMONWEALTH BANK OF AUSTRALIA |
| 04/03/2003 | 12/03/2003 | 9539706 | MORTGAGE | REGISTERED | COMMONWEALTH BANK OF AUSTRALIA |
| 12/07/2001 | 01/08/2001 | 9137484 | MORTGAGE | REGISTERED | COMMONWEALTH BANK OF AUSTRALIA |



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|---|---|
| **Product** | Check Search |
| **Date/Time** | 27/02/2024 03:53PM |
| **Customer Reference** | |
| **Order ID** | 20240227008834 |

# Certificate of Title

**Title Reference:** CT 5916/332

**Status:** CURRENT

**Edition:** 6

# 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 |
|---|---|---|---|---|---|
| 29/03/2004 | 07/05/2004 | 9814842 | BY-LAWS | FILED | C22247 |

# Registrar-General's Notes

No Registrar-General's Notes exist for this title



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# CERTIFICATE OF LAND TAX PAYABLE

NEC Form 1
Service

DocuSign Envelope ID: 0FC7CA06-697D-418F-AC5E-F0C62E224648

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: 2546854

**DATE OF ISSUE**
28/02/2024

NORTH EAST CONVEYANCERS
POST OFFICE BOX 2709
ADELAIDE SA 5001

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

**OWNERSHIP NAME**
A J WYLIE

**FINANCIAL YEAR**
2023-2024

**PROPERTY DESCRIPTION**
3 / 608 ANZAC HWY / GLENELG EAST SA 5045 / LT 3 C22247

| ASSESSMENT NUMBER | TITLE REF. (A "+" indicates multiple titles) | TAXABLE SITE VALUE | AREA |
|---|---|---|---|
| 1254644302 | CT 5916/332 | $420,000.00 | 0.0201 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** **28/05/2024**

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: 0FC7CA06-697D-418F-AC5E-F0C62E224648

**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: 0FC7CA06-697D-418F-AC5E-F0C62E224648

# CERTIFICATE OF EMERGENCY SERVICES LEVY

NEC Form 1
Service

DocuSign Envelope ID: 0FC7CA06-697D-418F-AC5E-F0C62E224648

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: 2546854

**DATE OF ISSUE**
28/02/2024

NORTH EAST CONVEYANCERS
POST OFFICE BOX 2709
ADELAIDE SA 5001

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

| OWNERSHIP NUMBER | OWNERSHIP NAME |
|---|---|
| 10647668 | A J WYLIE |

**PROPERTY DESCRIPTION**

3 / 608 ANZAC HWY / GLENELG EAST SA 5045 / LT 3 C22247

| ASSESSMENT NUMBER | TITLE REF. (A "+" indicates multiple titles) | CAPITAL VALUE | AREA / FACTOR | LAND USE / FACTOR |
|---|---|---|---|---|
| | | | R4 | RE |
| 1254644302 | CT 5916/332 | $620,000.00 | 1.000 | 0.400 |

**LEVY DETAILS:**

**FINANCIAL YEAR**
2023-2024

| | | |
|---|---|---|
| **FIXED CHARGE** | **$** | 50.00 |
| **+ VARIABLE CHARGE** | **$** | 250.95 |
| **- REMISSION** | **$** | 157.25 |
| **- CONCESSION** | **$** | 0.00 |
| **+ ARREARS / - PAYMENTS** | **$** | -143.70 |
| **= AMOUNT PAYABLE** | **$** | 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** **28/05/2024**

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: 0FC7CA06-697D-418F-AC5E-F0C62E224648

**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

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# SA WATER CERTIFICATE OF WATER AND SEWER CHARGES & ENCUMBRANCE INFORMATION

NEC Form 1 Service

DocuSign Envelope ID: 0FC7CA06-697D-418F-AC5E-F0C62E224648

SA Water

| Account Number | L.T.O Reference | Date of issue | Agent No. | Receipt No. |
|---|---|---|---|---|
| **12 54644 30 2** | CT5916332 | 1/3/2024 | 336 | 2546854 |

NORTH EAST CONVEYANCERS
PO BOX 2709
ADELAIDE SA 5001
reception@neconveyancers.com.au

Section 7/Elec

# Certificate of Water and Sewer Charges & Encumbrance Information

**Property details:**

**Customer:** A J WYLIE
**Location:** U3 608 ANZAC HWY GLENELG EAST LT 3 C22247
**Description:** 4H G PER **Capital Value:** $ 620 000
**Rating:** Residential

**Periodic charges**

Raised in current years to 31/3/2024

| | | | | $ |
|---|---|---|---|---|
| | | Arrears as at: 30/6/2023 | : | 56.03 |
| Water main available: | 1/7/2004 | Water rates | : | 222.60 |
| Sewer main available: | 1/7/2004 | Sewer rates | : | 285.51 |
| | | Water use | : | 183.51 |
| | | SA Govt concession | : | 0.00 |
| | | Recycled Water Use | : | 0.00 |
| | | Service Rent | : | 0.00 |
| | | Recycled Service Rent | : | 0.00 |
| | | Other charges | : | 0.00 |
| | | Goods and Services Tax | : | 0.00 |
| | | Amount paid | : | 466.40CR |
| | | **Balance outstanding** | : | 281.25 |

Degree of concession: 00.00%
Recovery action taken: RECOVERY NOTICE

**Next quarterly charges:** Water supply: 74.20 Sewer: 95.17 Bill: 3/4/2024

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

The last Water Use Year ended on 01/06/2023.

Please note: If you have also ordered a Special Meter Reading for this property and it comes back as estimated, please ensure you provide a photo of the meter including serial number to have the certificate reissued.

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

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SA Water

# South Australian Water Corporation

**Name:**
A J WYLIE

**Water & Sewer Account**
Acct. No.: **12 54644 30 2**

**Amount:** _____

**Address:**
U3 608 ANZAC HWY GLENELG EAST LT 3
C22247

---

## Payment Options

EFT

**EFT Payment**

| | |
|---|---|
| Bank account name: | SA Water Collection Account |
| BSB number: | 065000 |
| Bank account number: | 10622859 |
| Payment reference: | 1254644302 |

BPAY

**Biller code: 8888**
**Ref: 1254644302**

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: 1254644302

DocuSign Envelope ID: 0FC7CA06-697D-418F-AC5E-F0C62E224648

# COUNCIL SEARCH AND ATTACHMENTS

NEC Form 1 Service

DocuSign Envelope ID: 0FC7CA06-697D-418F-AC5E-F0C62E224648

CITY OF HOLDFAST BAY

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

29 February 2024

North East Conveyancers
PO Box 2709
ADELAIDE SA 5000

# CERTIFICATE – COUNCIL CHARGES

| | |
|---|---|
| VALUER GEN NO: 1254644302 | BILLING NO: 3779484 |
| SECTION/ALLOT: | Allot 3 Sec 182 CP 22247 Vol 5916 Fol 332 |
| HUNDRED: | Noarlunga |
| PROPERTY ADDRESS: | 608C Anzac Highway GLENELG EAST SA 5045 |
| CERTIFICATE OF TITLE: | CT 5916/332 |
| OWNER: | Adrian J Wylie |

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

| | |
|---|---|
| Rates and Arrears - prior to 30/06/2023 | 298.30 |
| Legal Fees | 0.00 |
| Rates for current financial year | 1,243.65 |
| Postponed Rates for current financial year | 0.00 |
| Postponed Interest for current financial year | 0.00 |
| Fines and interest for current financial year | 11.90 |
| Less Rate Capping | 0.00 |
| Less Rebate | 0.00 |
| Less Adjustments / Payments Received | (931.85) |
| Balance of rates and other monies due and payable | $622.00 |

Instalment/s Due:

| | |
|---|---|
| Due 01/03/2024 | $311.00 |
| Due 03/06/2024 | $311.00 |

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Street Numbering
Please note Council's official street number for this property is **608C Anzac Highway GLENELG EAST SA 5045.***

Payment of Rates at Settlement
Payment of the the full year's rate is required when a property sold, unless otherwise advised in writing that new owner(s) are responsible for the balance of the rates.

**Payment of rates can be made via B-Pay – Biller Code 10132 and Reference Number 3779484**

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

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

M Woolford

**AUTHORISED OFFICER**

DocuSign Envelope ID: 0FC7CA06-697D-418F-AC5E-F0C62E224648

CITY OF HOLDFAST BAY

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

North East Conveyancers
PO Box 2709
ADELAIDE SA 5000

Dear Sir/Madam

**RE: REQUEST FOR INFORMATION**

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

Yours faithfully

**ROBERTO BRIA**
**CHIEF EXECUTIVE OFFICER**

PROPERTY ADDRESS:

CERTIFICATE NO:

DocuSign Envelope ID: 0FC7CA06-697D-418F-AC5E-F0C62E224648

**PRESCRIBED INFORMATION**
**DEVELOPMENT SECTION**

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

No

**DEVELOPMENT PLAN UNDER THE DEVELOPMENT ACT 1993**

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

N/A (Refer attached Section 7 Report)

**Is the land situated in a designated State Heritage Area?**

No

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

No

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

No

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

No

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

Application Number: 110/00243/03
Application Description: Demolition Of Existing Building
Decision Date: 24 Mar 2003

1. **PUBLIC SAFETY**

Precautions shall be taken to ensure the safety of the public during construction, and demolition where relevant. As a minimum requirement, the site shall be provided with suitable fencing to restrict access by the general public to the work area.

Roadways and footpaths adjacent to the site shall be kept clean and free of dirt and debris at all times, and any damage occurring to council roadways or footpaths as a result of the work shall be repaired to the satisfaction of council, at the applicant's expense.

Precautions shall be taken to prevent dust, noise or other nuisance from affecting nearby properties.

Building rubbish shall be suitably retained on the site and disposed of at regular intervals.

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**Note: Any asbestos must be removed by an accredited tradesperson and adequate precautions taken in accordance with relevant government guidelines.**

Application Number: 110/00293/02
Application Description: Three Single Storey Group Dwellings And Associated Carports And Garage
Decision Date: 02 May 2003

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

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

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

4. That the applicants or other persons, for the time being, making use of the development now approved, shall cultivate, tend and nurture the trees, shrubs and lawns intended to be established upon the subject land, replacing from time to time, any trees, shrubs or lawns which shall die or become diseased with others of the same respective varieties or of such varieties as the Council shall approve in writing.

5. That the planting of Planutus Orientalis shall be deleted from the landscaping schedule herein approved and replaced with a species that incorporates a less invasive root system.

6. Any change in levels along neighbouring boundaries of 200mm or more to be retained to suitable engineering standards and fencing to be erected on any such retaining walls.

7. That the provision for vehicle crossovers and inverts, and reinstatements of existing crossovers not required by the development, be constructed at the owners expense.

8. All new residential dwellings shall comply with Council's Policy on stormwater retention.

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

10. That dust emissions from the site shall be controlled by a dust suppressant or by watering regularly to the reasonable satisfaction of Council.

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

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

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

14. That all surface stormwater run-off from the common driveway areas herein approved shall be retained on-site, unless otherwise approved in writing by Council. Further details of the requirement of this condition shall be shown at the Building Rules Assessment Stage.

15. That the following noise control features shall be incorporated or exceeded in relation to the northern most (front) dwelling herein approved:
    (a) ceiling insulation to have a density of at least 40kg/m3 with a minimum OF 90MM thickness.

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(b) windows to the northern elevation be comprised of 6mm laminated glass.

(c) all doors on the northern elevation be solid core doors with acoustic sills top and bottom.

(d) any ventilation openings in the northern elevation to be acoustically treated.

(e) all gates on the western elevation to be of solid timber with a minimum density of 15kg/m2.

Full details of the requirement of this condition shall be shown at the Building Rules Assessment Stage.

16. **NOTIFICATIONS OF CERTAIN STAGES OF WORK - DEVELOPMENT REGS PART 12**

In accordance with regulation 74 of the Development Act, it is the licensed builder or if there is no licensed building work contractor, the building owner's responsibility to notify council a minimum of one business day prior to the following stages of construction:

* the pouring of footings, so as to enable inspection of reinforcement etc;
* notification of swimming pools prior to fill of water
* at completion of structural timber or steel framing;
* at completion of the work.

Application Number: 110/LC/00541/03
Application Description: Land Division (Community Title) (Three Allotments)
Decision Date: 30 Oct 2003

1. Development Assessment Commission Requirement

The necessary easements shall be granted to the SA Water Corporation free of cost.

2. Development Assessment Commission Requirement

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

3. Development Assessment Commission Requirement

Payment of $4430 into the Planning and Development Fund (2 allotment(s) @ $2215/allotment). Cheques to be made payable and marked "Not Negotiable" to the Development Assessment Commission and payment made at Level 5, 136 North Terrace, Adelaide, or sent to GPO Box 1815, Adelaide, 5001, or via the internet at www.planning.sa.gov.au.

4. Development Assessment Commission Requirement

Two copies of a certified survey plan being lodged with the Development Assessment Commission for Certificate purposes.

Application Number: 110/01129/07
Application Description: Verandah
Decision Date: 18 Feb 2008

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

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

3. That the external appearance and external materials and finishes of the new building shall match or blend with the existing building.

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

5. That adequate provision be made for the disposal of stormwater to the reasonable satisfaction of Council. Where possible, stormwater should be retained on site by the use of natural drainage methods.

**6. NOTIFICATIONS OF CERTAIN STAGES OF WORK - DEVELOPMENT REGS PART 12**

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

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

**ENFORCEMENT NOTICE UNDER SECTION 84, OR ENFORCEMENT ORDER UNDER SECTION 85(6), 85(10) OR 106 OF THE DEVELOPMENT ACT 1993 OR ENFORCEMENT NOTICE UNDER SECTION 213 OR ENFORCEMENT ORDER 214(6), 214 (10) OR 222 OF THE PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016.**

No

**LAND MANAGEMENT AGREEMENT UNDER SECTION 57 OF THE DEVELOPMENT ACT 1993 OR LAND MANAGEMENT AGREEMENT UNDER SECTION 192 OR 193 OF THE PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016.**

Refer Certificate of Title for any details.

**REQUIREMENTS UNDER SECTION 50(1) OR AGREEMENT UNDER SECTION 50(2) OR THE DEVELOPMENT ACT 1993 TO VEST LAND IN A COUNCIL OR THE CROWN TO BE HELD AS OPEN SPACE OR TO VEST LAND IN A COUNCIL OR THE CROWN TO BE HELD AS OPEN SPACE 198 (1) AND 198(2) OF THE PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016.**

No

**EMERGENCY ORDER UNDER SECTION 69 OF THE DEVELOPMENT ACT 1993 OR EMERGENCY ORDER NOTICE UNDER SECTION 155 OF THE PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016.**

No

**FIRE SAFETY NOTICE UNDER SECTION 71 OF THE DEVELOPMENT ACT 1993 OR FIRE SAFETY NOTICE UNDER SECTION 157 OF THE PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016.**

No

**ORDER UNDER SECTION 55 OF THE DEVELOPMENT ACT 1993 TO REMOVE WORK OR NOTICE OR ORDER UNDER 56 OF THAT ACT TO COMPLETE DEVELOPMENT OR ORDER TO REMOVE OR PERFORM WORK UNDER SECTION 141 AND NOTICE TO COMPLETE UNDER SECTION 142 OF THE PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016.**

No

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**PROCEEDINGS UNDER DIVISION 2 OF PART 11 OF THE DEVELOPMENT ACT 1993 OR PROCEEDINGS UNDER PART 16 DIVISION 1.**

No

**Date of commencement of proceedings**

N/A

**Date of determination or order (if any).**

N/A

**Terms of determination or order (if any)**

N/A

**Note: Building Indemnity insurance is not required for –**

(a) Domestic building work for which approval under the *Building Act 1971* or a development authorisation under the *Development Act 1993* 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 1996;* 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 by the Minister under section 45 of that Act.

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

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

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

No

**Note:**

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

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

**It is should be noted that –**

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

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

CERTIFIED DEVELOPMENT SECTION  DATE 29/02/2024

DocuSign Envelope ID: 0FC7CA06-697D-418F-AC5E-F0C62E224648

**PROPERTY ADDRESS:608C Anzac Highway GLENELG EAST SA 5045**
**CERTIFICATE NO: CERT1033/23**

# PRESCRIBED INFORMATION
# HEALTH SECTION

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



**CERTIFIED HEALTH SECTION** **DATE 29/02/2024**

DocuSign Envelope ID: 0FC7CA06-697D-418F-AC5E-F0C62E224648

**PROPERTY ADDRESS:608C Anzac Highway GLENELG EAST SA 5045**
**CERTIFICATE NO: CERT1033/23**

# PRESCRIBED INFORMATION
# GENERAL SECTION

| PRESCRIBED ENCUMBRANCES | PARTICULARS REQUIRED (Strike out the responses not required) |
|---|---|
| Notice, order, declaration, charge, claim or demand given or made under the Local Government Act 1999. (**General Section only – refer to Health Section also)** | Nil |
| Order under 254 of the Local Government Act 1999. (**General Section only – refer to Health Section also)** | Nil |
| Notice under section 105F(or section 56 or 83 (repealed)) – Notice to take action to prevent outbreak or spread of fire of the Fire and Emergency Services Act 2005. | Nil |
| Notice under section 48 or 58 of the Animal and Plant Control (Agricultural Protection and Other Purposes) Act 1986 for the destruction or control of animal or plants. | Not applicable |
| Notice under section 60 of the Animal and Plant Control (Agricultural Protection and Other Purposes) Act 1986 for the destruction or control of plants on road reserve. | Not applicable |
| Notice or order under the section 30 of the Local Nuisance and Litter Control Act 2016 | Nil |

**CERTIFIED GENERAL SECTION**  **DATE** 29/02/2024

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# PLAN SA DATA EXTRACT FOR SECTION 7 SEARCH PURPOSES

NEC Form 1 Service

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PlanSA

# Data Extract for Section 7 search purposes

## Valuation ID 1254644302

**Data Extract Date:** 29/02/2024

**Parcel ID:** C22247 F3

**Certificate Title:** CT5916/332

**Property Address:** UNIT 3 608 ANZAC HWY GLENELG EAST SA 5045

### Zones

Housing Diversity Neighbourhood (HDN)

### Subzones

No

## Zoning overlays

### Overlays

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

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

**Affordable Housing**

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

**Building Near Airfields**

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

**Hazards (Flooding - General)**

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

**Major Urban Transport Routes**

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

**Prescribed Wells Area**

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

**Regulated and Significant Tree**

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

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**Stormwater Management**

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

**Traffic Generating Development**

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

**Urban Tree Canopy**

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

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

No

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

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

## Is the land designated as a Local Heritage Place

No

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

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

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

No

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

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

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

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## 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

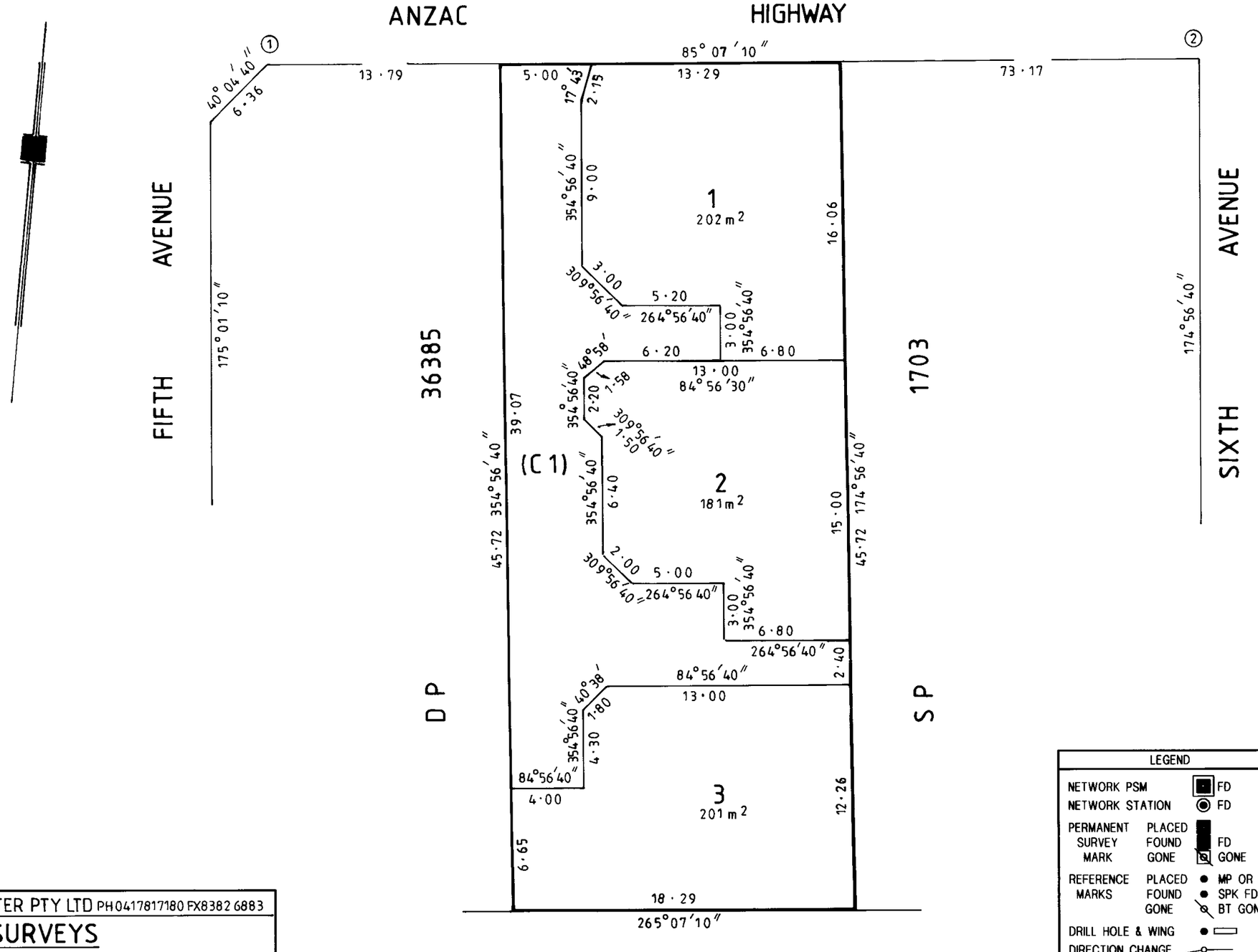
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# COMMUNITY PLAN INCLUDING LOT ENTITLEMENTS

NEC Form 1 Service

DocuSign Envelope ID: 0FC7CA06-697D-418F-AC5E-F0C62E224648

# LOCATION & COMMON PROPERTY PLAN




| | |
|---|---|
| COMMUNITY PLAN NUMBER | CP 22247 |
| PLAN TYPE | PRIMARY |
| THIS IS SHEET | 1 OF 2 SHEETS |
| DEPOSITED | 6/5/04 PRO REGISTRAR-GENERAL |
| CLOSURE CHECKED | N.J.P. |
| PLAN EXAMINED | N.J.P. |
| PLAN APPROVED | 6-4-2004 |
| P.M.S. APPROVED | — |
| TITLE REFERENCE | CT 5514/516 |

LAND DESCRIPTION

ALLOTMENT 14 IN DP 2794
OF PART SEC 182

IRRIGATION AREA ..... DIVISION .....
HUNDRED ..... NOARLUNGA .....
AREA ..... GLENELG EAST .....
COUNCIL ..... CITY OF HOLDFAST BAY .....

MAP REF. 6628/50k

O.B. F P 45534 TOTAL AREA 836m²

DEV. No. 110/C541/03

SCALE 0 2 4 8 12 16 20 METRES

ANNOTATIONS

THE COMMON PROPERTY IS DESIGNATED (C1) FOR LAND INFORMATION PURPOSES ONLY AND DOES NOT PROVIDE A LEGAL IDENTIFIER FOR THE COMMON PROPERTY

SERVICE INFRASTRUCTURE NOT IN PLACE AT TIME OF SURVEY

ALL DISTANCES ARE GROUND DISTANCES

COMBINED SCALE FACTOR ..... ZONE ..... MGA .....
BEARING DATUM ① - ② 85° 07 10 ..... DISTANCE .....
DERIVED FROM F P 45534 .....

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 |

CERTIFICATE OF LICENSED SURVEYOR

I, ROCCO CAVALLO,

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 12 day of AUGUST YEAR 2003

Licensed Surveyor R. Cavallo

JOHN CARTER PTY LTD PH 0417817180 FX 8382 6883
STATE SURVEYS
INCORPORATING CAVALLO FOREST & ASSOC.
465b SOUTH ROAD KESWICK SA 5035
PHONE (08) 8293 2939
FAX (08) 8293 2949
REF 03697

FORMAT 2

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# LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER
CP 22247

THIS IS SHEET 2 OF 2 SHEETS

APPROVED 6.4.2004

DEPOSITED 6,5,04
PRO REGISTRAR-GENERAL

APPLICATION 9810768

| SCHEDULE OF LOT ENTITLEMENTS | | |
|---|---|---|
| **LOT** | **LOT ENTITLEMENT** | **SUBDIVIDED** |
| **1** | **3,400** | |
| **2** | **3,200** | |
| **3** | **3,400** | |
| **AGGREGATE** | **10,000** | |

## CERTIFICATE OF LAND VALUER

I W Fudali 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 February 2004

Signature of Land Valuer

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# COMMUNITY INSURANCE

NEC Form 1
Service

DocuSign Envelope ID: 0FC7CA06-697D-418F-AC5E-F0C62E224648

Level 13, 431 King William Street
Adelaide SA 5000

COMMUNITY CORPORATION NO 22247 INC
C/- BARBARA WILLIAMS 1/608 ANZAC HIGHWAY
GLENELG EAST SA 5045

# Renewal Invitation

## CHU Community Association Insurance Plan

| | |
|---|---|
| **Policy Number** | **CAH**0009162 |
| **Quote Version Number** | 1 |
| **Invitation Valid Until** | 18/12/2023 |
| **Policy Wording** | CHU COMMUNITY ASSOCIATION INSURANCE PLAN |
| **The Insured** | COMMUNITY CORPORATION NO 22247 INC |
| **Situation** | 608 ANZAC HIGHWAY GLENELG EAST SA 5045 |
| **Policy Period** | 18/12/2023 to 18/12/2024 at 4:00pm |

---

## Policies Selected

### Policy 1 – Community Property

Community property: $61,267 *(Please note, last year's sum insured has been indexed by **10%** .)*
Community income: $9,190
Common area contents: $0

### Policy 2 – Liability to Others

Limit of liability: $20,000,000

### Policy 3 – Voluntary Workers

Death: $200,000
Total Disablement: $2,000 per week

### Policy 4 – Fidelity Guarantee

Sum Insured: $100,000

### Policy 5 – Office Bearers' Legal Liability

Not Selected

### Policy 6 – Machinery Breakdown

Not Selected

### Policy 7 – Catastrophe Insurance

Not Selected

### Policy 8 – Government Audit Costs and Legal Expenses

Part A: Government Audit Costs: $25,000

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).

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Part B: Appeal expenses – common property health & safety breaches: $100,000
Part C: Legal Defence Expenses: $50,000

**Flood Cover is included.**

**Flood Cover Endorsement**

Flood cover is included.

The following terms and conditions of Your Policy is hereby amended by this endorsement and should be read in conjunction with, and as forming part of Community Association Insurance Plan.

Policy 1, Exclusion 1. a. "caused by Flood" is hereby removed.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

## Excesses

**Policy 1 – Community Property**
Standard: $300
Other excesses payable are shown in the Policy Wording.

## Premium

| | |
|---|---|
| Base Premium | $340.86 |
| Levies | $0.00 |
| GST | $43.10 |
| Stamp Duty | $41.24 |
| Admin Fee | $90.00 |
| **Total Payable** | **$515.20** |

Date of Issue 05/12/2023

Refer to **Important Information** for excess descriptions and confirmation of cover. Please refer to Product Disclosure Statement and Policy Wording.

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## Important Information

### Confirmation of cover

The cover provided by this new business quote and/or endorsement quote for this contract of insurance is not confirmed until CHU has provided confirmation in writing and may be subject to change due to additional material information being made available. From time to time, our capital provider may also impose embargoes due to climatic events which prevent CHU from providing cover during a period of time.

### Your duty when you renew your policy

This document sets out the information we hold about you, your property and your policy.

By law, you must take reasonable care not to make a misrepresentation. This means before renewal, you must review this information and tell us if anything is wrong or if there have been any changes. Some types of changes may impact our offer of renewal terms.

If we do not hear from you and you renew your policy, this means you agree that the information you have previously provided to us is correct and that nothing has changed.

If you do not tell us about anything that has changed, or if any of the information is misleading, incomplete, inaccurate or fraudulent we may reduce or not pay a claim, cancel your policy or treat it as if it never existed.

If anything is unclear, please contact us.

### Excesses – explanatory notes

Whenever an Excess and amount is shown in the Schedule or Policy Wording, You must pay or contribute the stated amount for each claim You make against the Insured Event.

Water Damage Excess
The following Excess will apply to Policy 1 – Insured Property for loss or damage caused by:

a. Damage from bursting, leaking, discharging or overflowing of tanks, apparatus or pipes
b. Rainwater

The additional Excess payable will be shown on Your Policy Schedule.

Unoccupancy Excess
An additional Excess will apply to Policy 1 – Insured Property claims if fifty percent (50%) or more of the available Lots/Units are unoccupied at the time of loss.
The additional Excess payable will be shown on Your Policy Schedule.

Other excesses apply. These are listed on your Policy Schedule or described in the Policy Wording.

## CHU is committed to being a carbon neutral company

If you are still receiving this renewal invitation by post, we will no longer be including the Product Disclosure Statement (PDS) in the renewal pack. A copy of the PDS is available via our website www.chu.com.au. If you require any further assistance please call us on 1300 361 263.

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We confirm our invitation to renew, subject to the following conditions and important information. If you would like to accept this invitation, please refer to your payment options on the Tax Invoice.

## Conditions of this Invitation

This renewal invitation is based on the following. If any of these are incorrect, please contact us as it may affect the renewal invitation and the terms and conditions on which we will provide insurance cover.

1. The proposed Insured (either alone or jointly with any other person or entity) has not had any previous insurance declined, renewal refused, cancelled or special terms or conditions applied to any application, renewal or Policy.
2. The renewal invitation has been based on the claims noted in the attached claims history. No claims or incidents have occurred to your knowledge or the knowledge of the insured that have not yet been notified to us.
3. No changes to the Description of Occupancies have occurred since your quotation request.

The Building Sum Insured (BSI) amount is based on the previous year's sum insured and may have an allowance added to help keep pace with inflation. Please be sure to review the BSI to ensure it meets your client's instructions and/or recent valuation.

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COMMUNITY CORPORATION NO 22247 INC
C/- BARBARA WILLIAMS 1/608 ANZAC HIGHWAY
GLENELG EAST SA 5045

## Tax Invoice - CHU Community Association Insurance

Date of Issue 05/12/2023

## Policy Number CAH0009162-1

Thank you for choosing CHU.

COMMUNITY CORPORATION NO 22247 INC
608 ANZAC HIGHWAY GLENELG EAST SA 5045

**Premium Summary**

| | |
|---|---|
| Base Premium | $340.86 |
| Levies | $0.00 |
| GST | $43.10 |
| Stamp Duty | $41.24 |
| Admin Fee | $90.00 |
| **Total Payable** | **$515.20** |

**Due Date** 18/12/2023

Please check all documents and review the 'Important Information' in your schedule. If you need to make any changes, please contact us on the email address above.

---

DEFT PAYMENT SYSTEMS

## Payment Slip

Pay from your registered credit card or bank account at deft.com.au or by phone on 1300 78 11 45^
^Register at deft.com.au or by calling 1800 672 162. Registration is NOT required for one off credit card payments.

EFT / Direct Deposit
Macquarie Bank BSB **182-222**
Account No **3019 2696 0**
Payment Reference No **2281040**

Biller Code **667154**
BPAY Reference **3019 2696 0228 1040 9**
Contact your financial institution to make a BPAY payment from your cheque or savings account.

Post Billpay
Post Office
Pay in person at any Australia Post Office, using Cheque or EFTPOS.

DEFT Reference Number
**3019 2696 0228 1040 9**
Pay by credit card at www.deft.com.au or call 1300 78 11 45.
Payments by credit card may attract a surcharge.

*453 301926960 22810409

Premium Due
$515.20

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COMMUNITY CORPORATION NO 22247 INC
C/- BARBARA WILLIAMS 1/608 ANZAC HIGHWAY
GLENELG EAST SA 5045

# Renewal Comparison to Last Year's Premium

## CHU Community Association Insurance Plan

**Policy Number** **CAH**0009162
**Policy Period** 18/12/2023 to 18/12/2024 at 4:00pm

---

## About your premium comparison

This page provides a comparison of the total premium you paid on your policy last year with the premium we're offering you this year.

## Your renewal comparison

| | *Last year | This year |
|---|---|---|
| **Policy Number** | CAH0009162 | CAH0009162 |
| **Base Premium (including savings)** | $329.88 | $340.86 |
| **Levies** | $0.00 | $0.00 |
| **Goods and Services Tax** | $41.98 | $43.10 |
| **Stamp Duty** | $39.93 | $41.24 |
| **Admin Fee** | $90.00 | $90.00 |
| **Total Payable** | $501.79 | $515.20 |

Last year's premium represents the amount you were charged for your insurance policy at the commencement of the last policy term, including any variations and endorsements during the policy period. It does not include any intermediary fees.

*"Last year" refers to the duration of your previous period, whether it was originally full year or short term.

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## Premiums and pricing

Premiums are regularly reviewed and take into account a number of risk factors such as location and construction, claims history, type of cover selected and indexation of sum insureds. We also factor in business expenses including operating and reinsurance costs.

## If you would like further information

Contact us in the first instance if you have questions about your policy.

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# BY LAWS

NEC Form 1
Service

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Orig. LF 9814842

15:37 29-Mar-2004
1 of 1 Fees: $94.00

# LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

## LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE USE ONLY**

| Date: | Time: |
|---|---|
| FEES | |
| R.G.O. | POSTAGE |
| | |

**BELOW THIS LINE FOR AGENT USE ONLY**

AGENT CODE

Lodged by: GSC1

Correction to: GSC1

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

1. ..
2. ..
3. .....
4. .....
5. .....

Assessor

| | |
|---|---|
| PICK-UP NO. | |
| CP | |
| DEV. NO. | |

| CORRECTION | PASSED |
|---|---|
| | |

FILED -6 MAY 2004

REGISTRAR-GENERAL

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

| ITEM | AGENT CODE |
|---|---|
| | |
| | |
| | |
| | |
| | |

© CORPORATE FORMS PTY LTD (May 2000)

Lic No 1

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TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

BY LAWS
DEVELOPMENT NO 110/C541/03
COMMUNITY PLAN NO 22247

# BY-LAWS

## COMMUNITY PLAN NO 22247.

## 608 ANZAC HIGHWAY GLENELG EAST 5045.

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BY LAWS
DEVELOPMENT NO 110/C541/03
COMMUNITY PLAN NO 22247

# COMMUNITY TITLES ACT 1996

## COMMUNITY CORPORATION NO

Page


1. DEFINITIONS AND INTERPRETATIONS ..... 3
2. ADMINISTRATION, MANAGEMENT AND CONTROL OF COMMON PROPERTY . 5
3. USE AND ENJOYMENT OF THE COMMON PROPERTY ..... 6
4. THE USE AND ENJOYMENT OF A COMMUNITY LOT ..... 7
5. CORPORATION'S OBLIGATION TO REPAIR COMMON PROPERTY ..... 8
6. OBSERVANCE OF BY-LAWS ..... 9
7. DEVELOPMENT OF A COMMUNITY LOT ..... 9
8. KEEPING OF ANIMALS ..... 9
9. INSURANCE ..... 10
10. OFFENCES ..... 11
11. COMMUNITY CORPORATION RECOVERY RIGHTS ..... 11
12. INDEMNITY AND RELEASE ..... 11
13. WAIVER ..... 12
14. NOTICE ..... 12
15. SEVERANCE ..... 13

DocuSign Envelope ID: 0FC7CA06-697D-418F-AC5E-F0C62E224648



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BY LAWS
DEVELOPMENT NO 110/C541/03
COMMUNITY PLAN NO 22247

COMMUNITY TITLES ACT 1996

BY-LAWS

COMMUNITY CORPORATION NUMBER INCORPORATED

603 ANZAC HIGHWAY GLENELG EAST 5045.

IMPORTANT NOTICE

These by-laws bind the Community Corporation, the Owners of the Community Lots and any persons entering the Community Parcel.

These by-laws relate to the control and management of the Common Property and the Community Lots and as such may only be amended or revoked by special resolution by the Community Corporation in accordance with Section 39 of the Community Titles Act 1996 and Regulations.

**PART 1**

## 1. DEFINITIONS AND INTERPRETATIONS

1.1 The definitions and interpretations set out herein and set out in Section 3 of the Community Titles Act 1996 shall apply to these by-laws and unless the context otherwise requires, the expressions:-

1.1.1 the "Act" means the Community Titles Act 1996 as amended;

1.1.2 "Common Property" means the Common Property created by Community Plan No 22247;

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TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLES OFFICE

BY LAWS
DEVELOPMENT NO 110/C541/03
COMMUNITY PLAN NO 22247

1.1.3 the "Corporation" means Community Corporation No22247 constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor, Manager or representative of the Corporation appointed in writing;

1.1.4 the "Community Parcel" means the whole of the land comprised in Community Corporation Plan Number 22247;

1.1.5 the "Council" means the city of Holdfast Bay

1.1.6 "Develop" means:-

1.1.6.1 the erection, construction, alterations, improvement, installation, painting or landscaping or any dwelling located on a Lot and includes any site works required to level, grade or excavate the Lot in a manner consistent with the Council Development Plan.

1.1.6.2 Development has a like meaning;

1.1.7 "Invitees" means visitors, tradespersons, builders, contractors, agents, clients or associates of the Lot Holder or Occupier of a Lot;

1.1.8 "Lot" means a Community Lot comprised in Community Corporation Plan Number 22247;

1.1.9 "Lot Holder" means the owner of a Lot;

1.1.10 "Occupier" of a Lot includes, if a Lot is unoccupied, the Owner of the Lot; and

1.1.11 In these by-laws, unless the contrary intention appears

1.1.12 a reference to an instrument includes any variation or replacement of it;

1.1.13 a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

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1.1.14 the singular includes the plural and vice versa;

1.1.15 the word "person" includes a firm, a body corporate, an association or an authority;

1.1.16 words of any gender include every gender;

1.1.17 a reference to a person includes a reference to the person's executors, administrators, successors, substitutes and assigns;

1.1.18 headings are inserted for convenience and do not affect the interpretation of these by-laws.

**PART 2 - MANDATORY BY-LAWS**

## 2. ADMINISTRATION, MANAGEMENT AND CONTROL OF COMMON PROPERTY

2.1 The Corporation is responsible for the administration, management and control of the Common Property.

2.2 The Corporation may (but is not obliged to) appoint a Management Committee which will assist the Corporation for the administration, management and control of the Common Property except with respect to matters concerning:-

2.2.1 the appointment of a Manager pursuant to by-law 2.3; and

2.2.2 maintenance, upgrading or improvements to the Common Property where the amount expended would exceed One Thousand Dollars ($1,000.00) or such greater amount to be determined by the Corporation.

2.3 The Corporation may appoint a Manager to assist on behalf of the Corporation, the function of administering, managing and controlling the Common Property:-

2.3.1 the Manager appointed must enter into a written Management Agreement with the Corporation that is subject to an annual review;

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2.3.2 the Management Agreement must include in its terms a statement of minimum performance standards that are to be adhered to by the Manager; and

2.3.3 the Corporation must be entitled under a term in the Management Agreement to terminate the Management Agreement in the event of failure by the Manager of its duties under the performance standards.

2.4 The Corporation and/or the Manager appointed by the Corporation must for the benefit of all Lot Holders, Occupiers and the Corporation itself enforce these by-laws and ensure that a person who is bound by these by-laws adheres to the by-laws.

## 3. USE AND ENJOYMENT OF THE COMMON PROPERTY

The Common Property is, subject to the Act and these by-laws, for the common use and enjoyment of Lot Holders, Occupiers and their invitees. The Lot Holders, Occupiers and their invitees whilst using the Common Property must not:-

3.1 make any undue noise, damage or interfere with any structure, shrub, plant, tree or garden, deposit any rubbish or waste material on or in the Common Property or in any way obstruct the lawful use of the Common Property;

3.2 obstruct the movement of any vehicle or pedestrian traffic, park a vehicle or any other conveyance (except in areas approved by the Corporation) or whilst driving a vehicle on the Common Property fail to comply with the Corporation's displayed regulated speed limit;

3.3 without prior approval in writing of the Corporation mark, paint, erect or construct any permanent structures or service infrastructure;

3.4 damage or deface any existing structure or service infrastructure that forms part of the Common Property;

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3.5 use any portion of the Common Property for their exclusive use as a garden or otherwise without prior consent in writing of the Corporation;

3.6 display any advertisement, sign or hoarding; but

3.7 must reasonably endeavour to make their invitees aware of these by-laws or ensure that their invitees do not engage in any conduct that is in breach of these by-laws; and

3.8 must notify the Corporation of any damage to or defect in the Common Property immediately upon becoming aware of the damage or defect.

## 4. THE USE AND ENJOYMENT OF A COMMUNITY LOT

A Lot Holder, Occupier or any person bound by these by-laws must:-

4.1 use the Lot for a residential purpose only and for no other use unless that use has been first approved in writing by the Corporation;

4.2 use the Lot in accordance with the Development Act 1933;

4.3 not create any undue noise, disturbance or undertake any activity or behaviour which is likely to interfere with the quiet enjoyment of another Lot Holder or Occupier of a Lot;

4.4 not restrict or prevent the Corporation from gaining access to any common service infrastructure shared between the Lots for maintenance, repair or replacement purposes only;

4.5 not, without the written approval of the Corporation (other than during the Development of a Lot and in the display of signs required under the Building Work Contractors Act 1995) erect or display any advertising signs unless:-

4.5.1 the advertising signe is associated with the sale of a Lot; provided that

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4.5.2 this by-law does not prevent the Corporation from erecting any sign which displays any parking restrictions, speed limits or access requirements at the entrance to the Common Property;

4.6 at all times maintain and keep all improvements on a Lot clean and tidy and in a good state of repair and conditions including the numbering of the landscaping or the replanting or replacement of landscaping provided that the replanted or replaced landscaping is like or is consistent with the landscaping requirements set out in the Building Guidelines of the Scheme Description;

4.7 not alter the exterior of the improvements on a Lot without the consent in writing of the Corporation;

4.8 comply with all statutory requirements in relation to the disposal of garbage; and

4.9 not to excavate dig and install any bore and or well on any community lot.

PART 3 – GENERAL PROVISIONS

## 5. CORPORATION'S OBLIGATION TO REPAIR COMMON PROPERTY

The Corporation must keep the Common Property in a state of good and serviceable repair and shall always properly maintain all chattels, fixtures and fittings held by the Corporation or used or intended, adapted or designed for use in connection with the Common Property or the enjoyment thereof by the Lot Holders or Occupiers or by their families or visitors and for this purpose may enter into an appropriate contract with a third party for such party to provide such services for the benefit of the Lot Holders on behalf of the Corporation .

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COMMUNITY PLAN NO 22247

## 6. OBSERVANCE OF BY-LAWS

Where these by-laws restrict the behaviour or activity of a Lot Holder or Occupier of a Lot these shall be imposed upon that Lot Holder or Occupier an obligation not to permit that behaviour or activity.

## 7. DEVELOPMENT OF A COMMUNITY LOT

7.1 If a Lot Holder or any tradesperson, builder or contractor engaged by the Lot Holder during the course of construction of any Development on a Lot under these by-laws causes any damage to the Common Property as a result of the Development Works then the Lot Holder must repair that damage forthwith and make good the Common Property using materials of a like or similar quality that was installed prior to the damage occurring and effect such repairs to a building industry code standard of construction in accordance with the Development Plan of the Council and the Development Approval of the Council.

## 8. KEEPING OF ANIMALS

8.1 Subject to Section 37 of the Act a Lot Holder or Occupier of a Lot is permitted to keep one domestic animal provided that the animal:-

8.1.1 be under the physical care and control of the Lot Holder and Occupier of a Lot at all times; and

8.1.2 does not injure or disturb the quiet enjoyment of other Lot Holders or Occupiers of a Lot.

8.2 The Lot holder or Occupier of a Lot must immediately remove any deposit of waste material and repair and or replace any damage to or loss of property caused by the animal on or to the Common Property or another Lot.

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## 9. INSURANCE

9.1 The Corporation must:-

9.1.1 review on an annual basis all insurances effected by it in relation to the buildings, services infrastructure or other improvements on the Common Property and against risks that a normally prudent person would insure against and against such other risks as are prescribed by regulation;

9.1.2 in the case of bodily injury, effect insurance of at least Ten Million Dollars ($10,000,000.00) or such greater amount as is prescribed by regulation;

9.1.3 effect new insurances, vary, extend or increase existing insurances in the case of increased or new risk; and

9.1.4 permit a Lot Holder or the Lot Holder's registered mortgage to inspect all policies of insurance that are in force and are effected by the Corporation;

9.2 The Lot Holder of a Lot must:-

9.2.1 during any period of Development ensure against all risks that a normally prudent person would insure against;

9.2.2 insure all buildings and other improvements on the Lot against all risks including the full costs of demolition, site clearance, architects fees of a destroyed building or improvement on a Lot and the replacement of that building or improvement with new materials of a like or similar quality;

9.2.3 not nor permit any of their invitees to do anything that may void, prejudice or increase any premium payable under any insurance effected by the Corporation.

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COMMUNITY PLAN NO 22247

## 10. OFFENCES

A Lot Holder, Occupier of a Lot, their invitees or any person who contravenes or fails to comply with the provisions of these by-laws is guilty of an offence.

**MAXIMUM PENALTY $500.00**

or such greater amount prescribed by regulation.

## 11. COMMUNITY CORPORATION RECOVERY RIGHTS

11.1 The Corporation may recover any money owing to it under the by-laws as a debt;

11.2 The Lot holder or Occupier of a Lot must pay or reimburse on demand to the Corporation costs, charges and expenses incurred in connection with the contemplated, attempted or actual enforcement or preservation of any rights under the by-laws in relation to the Lot Holder or Occupier;

11.3 The costs ,charges and expenses recoverable under these by-laws shall include without limitation those incurred in retaining any independent consultant, agent or other advisor used to evaluate any matter of concern and the Corporation's administration costs in connection with those events; and

11.4 The Corporation may charge interest on any overdue money owed by a Lot Holder or Occupier of a Lot at a rate equal to two (2) percentage points above the rate then quoted by the Corporation's bankers on overdraft accommodation of less than $100,000.00 calculated on the daily balance of commencing from the day that the money becomes due for payment.

## 12. INDEMNITY AND RELEASE

A Person bound by these by-laws shall:-

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12.1 indemnify and forever hold harmless the Corporation from and against all and any actions claims, demands, losses, damages, costs and expenses which the Corporation shall or may become liable in respect of or arising out of any loss or injury personal or in respect of property (suffered by any person in on or about the Lot or Common Property) except and to the extend that such loss or injury was caused or contributed to by the negligence of the Corporation.

12.2 Occupy, use and keep the Lot at the risk in all things of the holder and the Lot Holder hereby releases to the full extent permitted by the law the Corporation from any accident, damage or injury occurring therein except and to the extent that any such claims, demands and damages arise from or as a consequence of the negligence of the Corporation or any servant or agent of the Corporation.

## 13. WAIVER

No waiver by the Corporation of one breach of any by-law, obligation or provision herein contained or implied shall operate as a waiver of another breach of the same or any other by-law, obligations or provisions herein contained or implied.

## 14. NOTICE

Any notice required to be served under these by-laws shall be sufficiently served on the Lot Holder if left on the Lot addressed to the Lot Holder or if addressed to the Lot Holder at the last known address of the Lot Holder and forwarded by pre-paid post and if a notice is given by post it shall be deemed to be served at the time when in the ordinary course of post it would be delivered at the address to which it was sent.

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COMMUNITY PLAN NO 22247

## 15. SEVERANCE

If any by-law or any part of these by-laws cannot be given effect or full force and effect by reason of statutory invalidity or otherwise such by-law or part by-law as the case may be which cannot be given effect of its full force and effect shall be severed, ignored or read down restrictively but so as to maintain and uphold as far as possible the remaining by-laws.

Dated the 29 Day of March. 2004

.....

Signed by the registered proprietor

In the presence of : .....

GRANT STEPHEN CUNNINGHAM.

33 Pirie St Adelaide 5000

82313352