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ADELAIDE FORM 1

Form 1 - Vendor's Statement

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

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Preliminary

To the purchaser:

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

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

Proudly associated with

Adelaide Conveyancing &
Blackwood & Belair Conveyancing

Part A - Parties and land

1 Purchaser:

Address:

2 ~~Purchaser's registered agent:~~

Address:

3 Vendor:

John Julian Bridges and Elke Bridges

Address:

Unit 7, 2 Augusta Street, Maylands, SA 5069

4 Vendor's registered agent:

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

Address:

Suite 1, 245 Fullarton Road Eastwood SA 5063

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

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

Unit 7, 2 Augusta Street, Maylands, SA 5069

being the whole of the land comprised in Certificate of Title Volume 5028 Folio 122 Unit 7 Strata Plan 5435 in the area named Maylands, Hundred of Adelaide

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

To the purchaser:

Right to cool-off (section 5)

1 - Right to cool-off and restrictions on that right

You may notify the vendor of your intention not to be bound by the contract for the sale of the land UNLESS -

(a) you purchased by auction; or

(b) you purchased on the same day as you, or some person on your behalf, bid at the auction of the land; or

(c) you have, before signing the contract, received independent advice from a legal practitioner and the legal practitioner has signed a certificate in the prescribed form as to the giving of that advice; or

(d) you are a body corporate and the land is not residential land; or

(e) the contract is made by the exercise of an option to purchase not less than 5 clear business days after the grant of the option and not less than 2 clear business days after service of this form; or

(f) the sale is by tender and the contract is made not less than 5 clear business days after the day fixed for the closing of tenders and not less than 2 clear business days after service of this form; or

(g) the contract also provides for the sale of a business that is not a small business.

2 - Time for service

The cooling-off notice must be served -

(a) if this form is served on you before the making of the contract - before the end of the second clear business day after the day on which the contract was made; or

(b) if this form is served on you after the making of the contract - before the end of the second clear business day from the day on which this form is served.

However, if this form is not served on you at least 2 clear business days before the time at which settlement takes place, the cooling-off notice may be served at any time before settlement.

3 - Form of cooling-off notice

The cooling-off notice must be in writing and must be signed by you.

4 - Methods of service

The cooling-off notice must be -

(a) given to the vendor personally; or

(b) posted by registered post to the vendor at the following address:

Unit 7, 2 Augusta Street, Maylands, SA 5069

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

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

sold@klemich.com.au

(being a number or address provided to you by the vendor for the purpose of service of the notice); or

(d) left for the vendor's agent (with a person apparently responsible to the agent) at, or posted by registered post to the agent at, the following address:

Suite 1, 245 Fullarton Road Eastwood SA 5063

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

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

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

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

5 - Effect of service

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

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

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

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, John Julian Bridges and Elke Bridges

of Unit 7, 2 Augusta Street, Maylands, SA 5069

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: 22/5/2024

Signed DocuSigned by: John Julian Bridges B3E75DBE3CD9448...

Date:

Signed

Date: 22/5/2024

Signed DocuSigned by: Elke Bridges 424077D884664FF...

Date:

Signed

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

(section 9)

☑

To the purchaser:

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

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

Exceptions: Nil

Date: 22/5/2024

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

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

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

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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?	YES

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

Refer to Certificate of Title Volume 5028 Folio 122

Number of mortgage (if registered):

12161901

Name of mortgagee:

COMMONWEALTH BANK OF AUSTRALIA

000003065955

1.2 Easement

(whether over the land or annexed to the land)

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

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

Is this item applicable? ✓

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

Are there attachments? YES

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

Refer to Certificate of Title Volume 5028 Folio 122 and Attachment A

Description of land subject to easement:

Land marked A

Nature of easement:

Together with Easement(s) over the land marked A on SP 5435 (T 5023648)

Are you aware of any encroachment on the easement?

NO

If YES, give details:

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

If YES, give details:

1.3 Restrictive covenant

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

Is this item applicable?

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

Are there attachments?

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

Nature of restrictive covenant:

Name of person in whose favour restrictive covenant operates:

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

If NO, give details:

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

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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:

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

5. *Development Act 1993* (repealed)

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

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

Is this item applicable?	✓
Will this be discharged or satisfied prior to or at settlement?	NO
Are there attachments?	YES

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

Refer to City of Norwood Payneham & St Peters Council Searches

Condition(s) of authorisation:

155/9/2019 - Construction of a verandah
Decision Date: 01/02/2019

6. Repealed Act conditions

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

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

Is this item applicable? ✓

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

Are there attachments? YES

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

Refer to City of Norwood Payneham & St Peters Council Searches

Nature of condition(s):

81Z/428 - to erect eight (8) two storey townhouses
Decision Date: 17/12/1981

7. Emergency Services Funding Act 1998

7.1 section 16 - Notice to pay levy

Is this item applicable?

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

Are there attachments?

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

Date of notice:

Amount of levy payable:

29. Planning, Development and Infrastructure Act 2016

29.1 Part 5 - Planning and Design Code

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

Is this item applicable? ✓

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

Are there attachments? YES

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

Refer to Council Searches Plan SA Section 7 Report

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

Zone: Established Neighbourhood (EN)
Overlays: Refer to Council Searches Plan SA Section 7 Report
- Airport Building Heights (Regulated) (All structures over 45 metres)
- Character Area (NPSPC1)
- Heritage Adjacency
- Hazards (Flooding - General)
- Prescribed Wells Area
- Regulated and Significant Tree
- Stormwater Management
- Traffic Generating Development
- Urban Tree Canopy

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

Is the land designated as a local heritage place? NO

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

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

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

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

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

Is this item applicable?

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

Are there attachments?

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

Date of authorisation:

Name of relevant authority that granted authorisation:

Condition(s) of authorisation:

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

Is this item applicable?

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

Are there attachments?

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

Date of notice:

Name of person giving notice of proposed work:

Building work proposed (as stated in the notice):

Other building work as required pursuant to the Act:

29.4 section 140 - Notice requesting access

Is this item applicable?

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

Are there attachments?

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

Date of notice:

Name of person requesting access:

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

Activity of work to be carried out:

29.5 section 141 - Order to remove or perform work

Is this item applicable?

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

Are there attachments?

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

Date of order:

Terms of order:

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

Amount payable (if any):

29.6 section 142 - Notice to complete development

Is this item applicable? ☐

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

Are there attachments?

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

Date of notice:

Requirements of notice:

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

Amount payable (if any):

29.7 section 155 - Emergency order

Is this item applicable? ☐

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

Are there attachments?

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

Date of order:

Name of authorised officer who made order:

Name of authority that appointed the authorised officer:

Nature of order:

Amount payable (if any):

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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):

29.9 section 192 or 193 - Land management agreement

Is this item applicable? ☐

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

Are there attachments?

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

Date of agreement:

Names of parties:

Terms of agreement:

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

Is this item applicable? ☐

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

Are there attachments?

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

Date requirement given:

Name of body giving requirement:

Nature of requirement:

Contribution payable (if any):

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

Is this item applicable? ☐

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

Are there attachments?

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

Date of agreement:

Names of parties:

Terms of agreement:

Contribution payable (if any):

29.12 Part 16 Division 1 - Proceedings

Is this item applicable?

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

Are there attachments?

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

Date of commencement of proceedings:

Date of determination or order (if any):

Terms of determination or order (if any):

29.13 section 213 - Enforcement notice

Is this item applicable?

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

Are there attachments?

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

Date notice given:

Name of designated authority giving notice:

Nature of directions contained in notice:

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

Amount payable (if any):

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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 a strata unit ✓

1 Name of strata corporation: Strata Corporation No. 5435 Inc.

Address of strata corporation: 2 Augusta Street, MAYLANDS SA 5069

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

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

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

Refer to Strata Searches

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

Refer to Strata Searches

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

Refer to Strata Searches

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

Unit Entitlements: 136 Total of all Unit Entitlements: 1000

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

4 Documents supplied by the strata corporation that are enclosed:

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

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

YES

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

YES

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

YES

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

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

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

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

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

Name: Ace Body Corporate Management

Address: PO Box 672, PROSPECT EAST SA 5082

Note-

1 A strata corporation must (on application by or on behalf of a current owner, prospective purchaser or other relevant person) provide the particulars and documents referred to in 3(a)-(c), 4 and 6 and must also make available for inspection its accountancy records and minute books, any contract with a body corporate manager, the register of unit holders and unit holder entitlements that it maintains and any documents in its possession relating to the design and construction of the buildings or improvements on the site or relating to the strata scheme.

2 Copies of the articles of the strata corporation may also be obtained from the Lands Titles Registration Office.

3 All owners of a strata unit are bound by the articles of the strata corporation. The articles regulate the rights and liabilities of owners of units in relation to their units and the common property and matters of common concern.

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

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Schedule-Division 3-Community lots and strata units ✓

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

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

Governance

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

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

Use of your property

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

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

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

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments—voting rights

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

Further information

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

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

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

You can also seek advice from a legal practitioner.

ANNEXURES

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

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

ATTACHMENT A
FORM R7 - Warning Notice
CERTIFICATE OF TITLE
PROPERTY INTEREST REPORT
COUNCIL SEARCHES
EMERGENCY SERVICES LEVY NOTICE
LAND TAX NOTICE
SA WATER CERTIFICATE OF CHARGES
STRATA PLAN
STRATA CORPORATION - Particulars supplied pursuant to Section 41 and enclosures and copy of articles

*(*Strike out whichever is not applicable)*

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1 – VENDOR'S STATEMENT

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

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

Dated this _____ Day of _____ 20

Signed: _____

_____

_____

_____

Purchaser(s)

ATTACHMENT A -

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

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

ITEM	DESCRIPTION:
1.2 Easement (whether over the land or annexed to the land) NOTE - "Easement" includes rights of way and party wall rights	Is this item Applicable? - YES Will this be discharged or satisfied prior to or at Settlement? - NO Are there any attachments? - YES If yes, identify the attachment(s) (and if applicable, the part(s) containing the particulars) - REFER TO PAGE 13 AND 14 OF THE PROPERTY INTEREST REPORT Description of Land subject to Easement - THE WHOLE OF THE LAND IN THE SAID CERTIFICATE OF TITLE VOLUME 5028 FOLIO 122 Nature of Easement - ELECTRICITY INFRASTRUCTURE - BUILDING RESTRICTIONS AND STATUTORY EASEMENTS Are you aware of any Encroachment on the Easement? NO

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

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Form R3

Buyers information notice

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

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

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

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

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

Safety

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

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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.cbs.sa.gov.au*

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

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Form R7

Warning Notice

Financial and Investment Advice

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

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

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

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

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

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LAND SERVICES SA

Product	Register Search (CT 5028/122)
Date/Time	10/05/2024 10:05AM
Customer Reference	225151
Order ID	20240510001979

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 5028 Folio 122

Parent Title(s) CT 4208/483

Creating Dealing(s) CONVERTED TITLE

Title Issued 18/06/1991 **Edition** 5 **Edition Issued** 07/08/2014

Estate Type

FEE SIMPLE (UNIT)

Registered Proprietor

JOHN JULIAN BRIDGES
ELKE BRIDGES
OF 110 UPPER STURT ROAD UPPER STURT SA 5156
AS JOINT TENANTS

Description of Land

UNIT 7 STRATA PLAN 5435
IN THE AREA NAMED MAYLANDS
HUNDRED OF ADELAIDE

Easements

TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED A ON SP 5435 (T 5023648)

Schedule of Dealings

Dealing Number	Description
12161901	MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

Notations

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

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Property Interest Report

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

Title Reference	CT 5028/122	**Reference No.**	2567222
Registered Proprietors	J J & E*BRIDGES	**Prepared**	10/05/2024 10:05
Address of Property	Unit 7, 2 AUGUSTA STREET, MAYLANDS, SA 5069		
Local Govt. Authority	NORWOOD PAYNEHAM & ST PETERS		
Local Govt. Address			

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

Table of Particulars

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

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

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

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

3. *Burial and Cremation Act 2013*

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

4. *Crown Rates and Taxes Recovery Act 1945*

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

5. *Development Act 1993* (repealed)

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

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

6. Repealed Act conditions

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

7. *Emergency Services Funding Act 1998*

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

8. *Environment Protection Act 1993*

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

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

9. *Fences Act 1975*

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

10. *Fire and Emergency Services Act 2005*

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

11. *Food Act 2001*

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

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

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

13. *Heritage Places Act 1993*

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

14. *Highways Act 1926*

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

15. *Housing Improvement Act 1940* (repealed)

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

16. *Housing Improvement Act 2016*

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

17. *Land Acquisition Act 1969*

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

18. *Landscape South Australia Act 2019*

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

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

19. *Land Tax Act 1936*

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

20. *Local Government Act 1934* (repealed)

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

21. *Local Government Act 1999*

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

22. *Local Nuisance and Litter Control Act 2016*

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

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

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

24. *Mining Act 1971*

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

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

25. *Native Vegetation Act 1991*

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

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

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

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

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

28. *Phylloxera and Grape Industry Act 1995*

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

29. *Planning, Development and Infrastructure Act 2016*

29.1	Part 5 - Planning and Design Code *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated. also Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title also For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority also Contact the Local Government Authority for other details that might apply to a place of local heritage value also For details of declared significant trees affecting this title, contact the Local Government Authority also Code Amendment Residential Driveway Crossovers –draft design standard aiming to improve public safety and enhance streetscapes across SA. Minor changes to the Planning and Design Code have also been drafted to complement the design standard and support its delivery and are open for consultation as part of this process. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664. Code Amendment Kensington and Portrush Road, Norwood Community Facilities - The owners of the Straight Smile Centre dental and orthodontics clinic, located on the corner of Kensington Road and Portrush Road, are proposing to rezone the land occupied by their business, together with the surrounding sites, to reflect the long-standing use of the majority of the land. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664. Code Amendment Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment - The Chief Executive of the Department for Trade and Investment has initiated the Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment to review the definitions for 'ancillary accommodation' and 'student accommodation'. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800752664.
29.2	section 127 - Condition (that continues to apply) of a development authorisation *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.3	section 139 - Notice of proposed work and	Contact the vendor for these details

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

30. *Plant Health Act 2009*

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

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

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

32. *South Australian Public Health Act 2011*

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

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

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

34. *Water Industry Act 2012*

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

35. *Water Resources Act 1997* (repealed)

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

36. Other charges

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

Other Particulars

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

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

Additional Information

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

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

Notices

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

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

Building restrictions

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

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

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

Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

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Product	Check Search
Date/Time	10/05/2024 10:05AM
Customer Reference	225151
Order ID	20240510001979

Certificate of Title

Title Reference: CT 5028/122

Status: CURRENT

Edition: 5

Dealings

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

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title

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LAND SERVICES SA

Product	Title and Valuation Package
Date/Time	10/05/2024 10:05AM
Customer Reference	225151
Order ID	20240510001979

Certificate of Title

Title Reference	CT 5028/122
Status	CURRENT
Easement	YES
Owner Number	07676062
Address for Notices	110 UPPER STURT RD UPPER STURT 5156
Area	NOT AVAILABLE

Estate Type

Fee Simple (Unit)

Registered Proprietor

JOHN JULIAN BRIDGES
ELKE BRIDGES
OF 110 UPPER STURT ROAD UPPER STURT SA 5156
AS JOINT TENANTS

Description of Land

UNIT 7 STRATA PLAN 5435
IN THE AREA NAMED MAYLANDS
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference	TRANSFER (T) 12161900
Dealing Date	03/07/2014
Sale Price	$470,000
Sale Type	TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	12161901	COMMONWEALTH BANK OF AUSTRALIA

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1601806370	CURRENT	Unit 7, 2 AUGUSTA STREET, MAYLANDS, SA 5069

Notations

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Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	1601806370
Type	Site & Capital Value
Date of Valuation	01/01/2023
Status	CURRENT
Operative From	01/07/1983
Property Location	Unit 7, 2 AUGUSTA STREET, MAYLANDS, SA 5069
Local Government	NORWOOD PAYNEHAM & ST PETERS
Owner Names	ELKE BRIDGES JOHN JULIAN BRIDGES
Owner Number	07676062
Address for Notices	110 UPPER STURT RD UPPER STURT 5156
Zone / Subzone	EN - Established Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1330 - Townhouse - Defined As Home Unit With Both Ground And First Floor Areas
Description	H/UNIT CPS
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
S5435 UNIT 7	CT 5028/122

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$215,000	$590,000			

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Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Previous	$164,000	$530,000			

Building Details

Valuation Number	1601806370
Building Style	Two Storey Cottage/Townhouse
Year Built	1983
Building Condition	Good
Wall Construction	Brick
Roof Construction	Galvanised Iron
Equivalent Main Area	115 sqm
Number of Main Rooms	5

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

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CERTIFICATE OF RATES AND CHARGES

Issued under Section 187 of the Local Government Act 1999

City of Norwood Payneham & St Peters

175 The Parade
Norwood SA 5067

PO Box 204
Kent Town SA 5071

Telephone
8366 4555

Email
townhall@npsp.sa.gov.au

Website
www.npsp.sa.gov.au

To: Form 1 Adelaide Pty Ltd
PO Box 544
BLACKWOOD SA 5051

Date: 10/05/2024

Particulars of the Property:	
Assessment No	**19087**
Owner's Name	Mr J J Bridges & Ms E Bridges
Valuation No	1601806370
Property Address	7/2 Augusta Street MAYLANDS 5069
Property Description	SP 5435,Adelaide CT 5028/122

Particulars of Rates and Charges Raised 2023-2024:	
Balance b/forward 2022-2023	$0.00
2023-2024 Rates + Landscape Levy	**$1,271.66**
Plus Legal Fees	$0.00
Plus Fines & Interest	$0.00
Less Concession/Rebate	$0.00
Less Payments	-$1,271.66
Plus Property Related Debts	
Balance Now Due and Payable	**$0.00**
Settlement via BPay	**Biller Code: 3251** **Reference: 0190872**

2023-2024 Rates including Landscape Levy	**$1,271.66**
2023-2024 Capital Value	**$590,000**

Please Note: The 4th quarter of rates will be due on 7 June 2024.

Notes for your information:

- The next date for Fines and Interest to be calculated is 9 May 2024.
- If Balance Due above is *Nil*, the rates have been paid to 30 June 2024.
- Upon settlement of the property, the total balance to 30 June 2024 is required to be paid to the Council. Action to recover unpaid rates will be taken against the owner of the property at the time of declaration of rates.
- A fine of 2% will be imposed on any current Rate not paid by the due date and interest at the prescribed rate will be added each month on unpaid arrears.
- This certificate relates only to the abovementioned assessment. If other assessments are included at the same address (eg: flats, shops, etc.) additional certificates will only be issued upon payment of additional fees.

Mario Barone
CHIEF EXECUTIVE OFFICER

Member League of Historical Cities

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

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City of Norwood Payneham & St Peters

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

Telephone **(08) 8366 4555**

Property Information and Particulars

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

Certificate Date: 10/05/2024
Certificate No: 25315

To: Form 1 Adelaide Pty Ltd
PO Box 544
BLACKWOOD SA 5051

Details of Property Referred To:

Rates Assessment Number	:	19087 2
Valuer General Number	:	1601806370
Owner Details	:	Mr J J Bridges & Ms E Bridges
Property Address	:	7/2 Augusta Street MAYLANDS 5069
Property Description	:	SP 5435,Adelaide CT 5028/122
Hundred	:	Adelaide
Ward	:	Maylands/Trinity Ward - Ward 4

Prescribed Encumbrances for 7/2 Augusta Street MAYLANDS 5069

Column 1 Prescribed encumbrance	Column 2 Other particulars required
Development Act 1993 (repealed)	
section 42—Condition (that continues to apply) of a development authorisation	Date of authorisation: 1 February 2019 Name of relevant authority that granted authorisation: The City of Norwood Payneham & St Peters Condition(s) of authorisation: See attached Decision Notification Form **DA 155/9/2019**
Repealed Act conditions	
Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1966* (repealed)	See attached Decision Notification Form **DA 81Z/428**

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

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

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

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

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Particulars of Building Indemnity Insurance

Note—Building indemnity insurance is not required for—

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

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

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

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

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

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

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

1 Name(s) of person(s) insured:……...

2 Name of insurer:……..

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

4 Name of builder:……...

5 Builder's licence number:……

6 Date of issue of insurance:…….

7 Description of insured building work:……

……

……...

Exemption from holding insurance:

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

N/A

If **YES**, give details:

(a) Date of the exemption:…….

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

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

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

……

……

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

……

……

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Particulars relating to Environment Protection

Further information held by councils

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

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

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

NO

Note—

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

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

It should be noted that—

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

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

This statement is made the **22 May 2024**

MARIO BARONE
CHIEF EXECUTIVE OFFICER

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PlanSA

Data Extract for Section 7 search purposes

Valuation ID 1601806370

Data Extract Date: 22/05/2024

Parcel ID: S5435 U7

Certificate Title: CT5028/122

Property Address: UNIT 7 2 AUGUSTA ST MAYLANDS SA 5069

Zones
Established Neighbourhood (EN)

Subzones
No

Zoning overlays

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

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

Character Area (NPSPC1)

The Character Area Overlay aims to reinforce valued streetscape characteristics through contextually responsive development, design and adaptive reuse that responds to the attributes expressed in the Character Area Statement.

Heritage Adjacency

The Heritage Adjacency Overlay seeks to ensure development adjacent to State and Local Heritage Places maintains the heritage and cultural values of those places.

Hazards (Flooding - General)

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

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

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Traffic Generating Development

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

Urban Tree Canopy

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

No

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No

DocuSign Envelope ID: 56A352C9-D08C-4A34-BDDF-874C796A6AA9

City of
Norwood
Payneham
& St Peters

DECISION NOTIFICATION FORM

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

FOR DEVELOPMENT APPLICATION

NUMBER: 155/9/2019
DATED: 14/01/2019
REGISTERED ON: 14/01/2019

TO:	Premium Home Improvements 78 North Terrace KENT TOWN SA 5067

LOCATION OF PROPOSED DEVELOPMENT
7/2 Augusta Street MAYLANDS 5069 SP 5435,Adelaide CT 5028/122

NATURE OF PROPOSED DEVELOPMENT
Construction of a verandah

In respect of this proposed development you are informed that :

NATURE OF DECISION	DECISION	DATE	NO. OF CONDITIONS
DEVELOPMENT PLAN CONSENT	**Granted**	**21/1/2019**	**1**
BUILDING RULES CONSENT	**Granted**	**1/2/2019**	**1**
DEVELOPMENT APPROVAL	**APPROVED**		

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

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

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

Council requires 24 hours notice of commencement of this Development, please ring 8366 4526 or 8366 4576 or email buildingnotice@npsp.sa.gov.au

Date of Decision: **1 February 2019**

Signed:

Date: **4 February 2019**

☐ **Council or Delegate**
☒ **Council Chief Executive Officer or Delegate**
☐ **Private Certifier**
☒ **Sheets Attached**

DocuSign Envelope ID: 56A352C9-D08C-4A34-BDDF-874C796A6AA9

City of
Norwood
Payneham
& St Peters

DEVELOPMENT APPLICATION NUMBER:	**155/9/2019**
APPLICANT:	**Premium Home Improvements**
LOCATION:	**7/2 Augusta Street MAYLANDS 5069**
PROPOSED DEVELOPMENT:	**Construction of a verandah**
DECISION:	**Development Approved**
DATE OF DECISION:	**01/02/2019**

REASONS FOR DECISION

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

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

DEVELOPMENT PLAN CONSENT

Relevant Plans

Pursuant to Section 44 (2) and (3) of the Development Act 1993 and except where varied by a Condition specified hereunder, it is required that the development be undertaken, used maintained and operated in accordance with the following relevant plans, drawings, specifications and other documents:

Site plan and elevations prepared by Premium Home Improvements, received by the Council on 11 January 2019.
Materials and finishes schedule (via email of 16 January 2019 from Premium Home Improvements)

Conditions of Consent

(1) All stormwater from buildings and paved areas shall be disposed of in accordance with recognised engineering practices in a manner and with materials that does not result in the entry of water onto any adjoining property or any building, and does not affect the stability of any building and in all instances the stormwater drainage system shall be directly connected into either the adjacent street kerb & water table or a Council underground pipe drainage system

BUILDING RULES CONSENT

Conditions of Consent

(1) All work undertaken on the site us to be carried out in accordance with the manufacturer's recommendations and relevant standards.

PLANNING ADVISORY NOTE(S)

(1) The Applicant is reminded of its responsibilities under the Environment Protection Act 1993 to not harm the environment. Specifically, paint, plaster, concrete, brick wastes and wash waters should not be discharged into the stormwater system, litter should be appropriately stored on site pending removal, excavation and site disturbance should be limited, entry/exist points to the site should be managed to prevent soil being carried off site by vehicles, sediment barriers should be used (particularly on sloping sites), and material stockpiles should all be placed on site and not on the footpath or public roads or reserves.

DocuSign Envelope ID: 56A352C9-D08C-4A34-BDDF-874C796A6AA9

City of
Norwood
Payneham
& St Peters

(2) Certain activities on construction site are noisy. Although some noise may be unavoidable, it can often be controlled using improved work practices. The responsible person, who is the owner, occupier or contractor, must take all reasonable and practicable measures to minimise noise resulting from the activity and to reduce its impact.

Construction noise that causes an adverse impact on amenity is only permitted between 7am and 7pm, Monday to Saturday. If you have any further queries, please contact the Council on 8366 4555.

(3) The Applicant is advised that the condition of the footpath, kerbing, vehicular crossing point, street tree(s) and any other Council infrastructure located adjacent to the subject land will be inspected by the Council prior to the commencement of building work and at the completion of building work. Any damage to Council infrastructure that occurs during construction must be rectified as soon as practicable and in any event, no later than four (4) weeks after substantial completion of the building work. The Council reserves its right to recover all costs associated with remedying any damage that has not been repaired in a timely manner from the appropriate person.

(4) The Council has not surveyed the subject land and has, for the purpose of its assessment, assumed that all dimensions and other details provided by the Applicant are correct and accurate. It is recommended that a building identification survey plan be obtained by a licensed surveyor prior to the development being undertaken, so as to avoid any encroachment onto adjoining land, Building Code compliance issues, and to ensure the development is sited in accordance with this consent/approval.

BUILDING ADVISORY NOTE(S)

(1) Important: This approval does not imply compliance with the Electricity Act, 1996 (in relation to minimum clearance distances of power lines adjacent of buildings), the (State) Equal Opportunity Act, 1995, the Occupational Health, Safety and Welfare Act 1991, or with Commonwealth Disability Discrimination Act, 1993 or with any regulations under those Acts. It is the responsibility of the owner and the person erecting the building to ensure compliance with same.

Mario Hlavati
SENIOR DEVELOPMENT OFFICER - BUILDING

4 February 2019

DocuSign Envelope ID: 56A352C9-D08C-4A34-BDDF-874C796A6AA9

FIFTH SCHEDULE

PLANNING AND DEVELOPMENT ACT, 1966 AS AMENDED

South Australia

METROPOLITAN DEVELOPMENT PLAN - TOWN OF ST. PETERS

PLANNING REGULATIONS - ZONING

To the Applicant, Application dated: 27th October, 1981.

CONSENT TO) Proposed use of land
~~REFUSED~~)

Owner's/Applicant's name Emanuel Group of Companies
(surname) (given names)

Address 77 Grenfell Street, Adelaide

Your application for use of land at 2 Augusta Street, Maylands.

for the purpose of to erect eight (8) two storey townhouses

in accordance with the application dated: 27th October, 1981

is hereby (granted consent) subject to the following conditions/~~having regard to~~
(~~refused consent~~) ~~XXXXXXXXXXXX~~

SEE ATTACHED LIST

This consent is valid for a period of 12 months only (which period shall not be less than 12 months). If development is not substantially completed within this period, a fresh consent must be obtained before commencing or continuing the use of land.

"A right of appeal to the Planning Appeal Board is available in respect of refusals of consent or of the granting of consent subject to conditions."

Appeals must be lodged with or enquiries made to the Secretary, Planning Appeal Board, Grenfell Centre, 25 Grenfell Street, Adelaide, telephone: 212 3122

Date: 18th December, 1981

Date Approved/~~Refused~~ 17th December, 1981.

TOWN CLERK

DocuSign Envelope ID: 56A352C9-D08C-4A34-BDDF-874C796A6AA9

ZONING CONSENT APPLICATION 81Z/428 - CONDITIONS OF CONSENT

1. That the design, siting, building materials and colours of all buildings and structures be as shown on the plans submitted and hereby approved by Council unless varied by any subsequent conditions imposed in this approval.

2. That the land be maintained, kept tidy, sanitary and in good repair and condition at all times, to the approval of Council.

3. The holder of this consent shall notify subsequent benefittees under this consent of the conditions imposed thereon and therein.

4. That no other buildings be erected on the land at any time without prior written consent of Council whether such buildings are accessory to the use of the land herein approved or not.

5. That this approval shall apply only to Emanuel Group of Companies until all conditions of consent have been complied with except running conditions numbered(2), (3), (4), (7) and (9) which shall continue to apply to the land during the continuity of the use hereby approved.

6. That the premises shall not be used for the purposes hereby approved until all conditions of consent have been complied with except running conditions numbered (2), (3), (4), (7) and (9).

7. That the areas shown as driveways and carparking and access points and crossovers be constructed, sealed and linemarked as shown on the plans submitted and maintained at all times to the approval of Council.

8. That a further plan showing all landscaping and planting proposals in detail be submitted for the approval of Council within 2 months of the date of this consent.

9. That the holder of this consent maintain in good order all landscaping and planting to be retained or intended to be established upon the land, replacing from time to time any planting which shall die or become diseased with new planting of the same respective species or of such species as Council shall approve in writing.

10. That a refuse bin collection area be provided of the same materials as the exterior walls of the buildings and of a type and height and in a location to the written approval of Council.

11. That letter boxes be provided of the same material as the exterior walls of the building in a location and of a type and height to the approval of Council.

12. That adequate provision be made for the disposal of stormwater from the site to the approval of Council.

13. That all boundary fences be erected as shown on the plans and that the northern boundary fence be at least 2 metres in height.

DocuSign Envelope ID: 56A352C9-D08C-4A34-BDDF-874C796A6AA9

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: 2567222

DATE OF ISSUE
10/05/2024

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

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

OWNERSHIP NUMBER	OWNERSHIP NAME
07676062	J J & E BRIDGES

PROPERTY DESCRIPTION

7 / 2 AUGUSTA ST / MAYLANDS SA 5069 / UNIT 7

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
1601806370	CT 5028/122	$590,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2023-2024

FIXED CHARGE	**$**	50.00
+ VARIABLE CHARGE	**$**	238.80
- REMISSION	**$**	149.60
- CONCESSION	**$**	0.00
+ ARREARS / - PAYMENTS	**$**	-139.20
= AMOUNT PAYABLE	**$**	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 **08/08/2024**

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: 56A352C9-D08C-4A34-BDDF-874C796A6AA9

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

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

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

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

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

DocuSign Envelope ID: 56A352C9-D08C-4A34-BDDF-874C796A6AA9

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: 2567222

DATE OF ISSUE
10/05/2024

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

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

OWNERSHIP NAME
J J & E BRIDGES

FINANCIAL YEAR
2023-2024

PROPERTY DESCRIPTION
7 / 2 AUGUSTA ST / MAYLANDS SA 5069 / UNIT 7

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
1601806370	CT 5028/122	$215,000.00	0.0000 HA

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

CURRENT TAX	**$**	0.00	**SINGLE HOLDING**	**$**	0.00
- DEDUCTIONS	**$**	0.00			
+ ARREARS	**$**	0.00			
- PAYMENTS	**$**	0.00			
= AMOUNT PAYABLE	**$**	**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 **08/08/2024**

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: 56A352C9-D08C-4A34-BDDF-874C796A6AA9

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: 56A352C9-D08C-4A34-BDDF-874C796A6AA9

SA Water

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
16 01806 37 0	CT5028122	13/5/2024	7745	2567222

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

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: JJ & E BRIDGES
Location: U7 2 AUGUSTA ST MAYLANDS UNIT 7
Description: H/UNIT CPS
Capital Value: $ 590 000
Rating: Residential

Periodic charges

Raised in current years to 30/6/2024

				$
		Arrears as at: 30/6/2023	:	0.00
Water main available:	1/7/1983	Water rates	:	296.80
Sewer main available:	1/7/1983	Sewer rates	:	362.28
		Water use	:	304.03
		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	:	963.11CR
		Balance outstanding	:	0.00

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

Next quarterly charges: Water supply: Not declared Sewer: Not declared Bill: 3/7/2024

This account has no meter of its own but is supplied from account no 16 01806 24 *.

The Water Use apportionment option is Even.

The apportionment percentage for this account is 12.50%.

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

DocuSign Envelope ID: 56A352C9-D08C-4A34-BDDF-874C796A6AA9

SA Water

South Australian Water Corporation

Name:
JJ & E BRIDGES

Water & Sewer Account
Acct. No.: 16 01806 37 0

Amount: _____

Address:
U7 2 AUGUSTA ST MAYLANDS UNIT 7

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1601806370

BPAY

Biller code: 8888
Ref: 1601806370

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: 1601806370

MICROFILMED
3.6.83

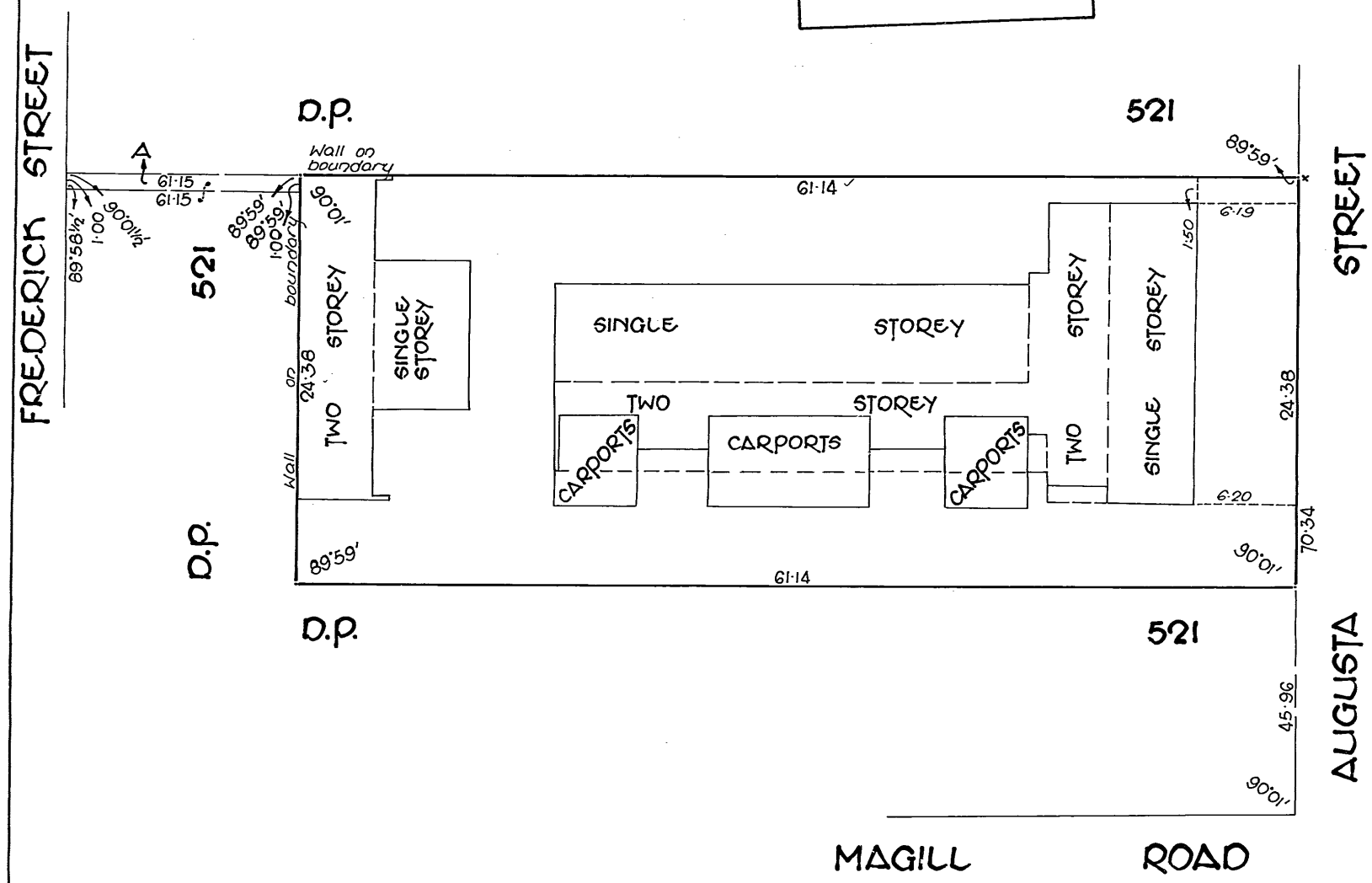
STRATA PLAN NUMBER
SP 5435

ACCEPTED FOR DEPOSIT
pro Registrar-General
25 / 5 /1983

Reference Map No. 6628 - 42 g.

COUNCIL
Town of St. Peters

THIS IS SHEET 1 OF 3 SHEETS



HUNDRED OF ADELAIDE
LOT 30 OF D.P. 521
PT SEC. 278
in the area named
MAYLANDS

Reference:- Volume 4207 Folio 779

Note:-

Authority for data vide F.P. 16870 (x. 22858)

SITE PLAN
scale:-
metres 0 2·5 5 10 15 20 25 metres
Total Area = 1490 m²

SMITH AND HIGGINS
PROPRIETARY LIMITED
SURVEYING & PLANNING CONSULTANTS
408, King William Street,
Adelaide, S.A. 5000.
Telephone:- 2124457.

Date:- 1·11·1982 Reference:- E.5407

I, Peter Arthur Smith a Licensed Surveyor within the meaning of the Surveyors Act, 1975, do hereby certify:

1. that all the units and unit subsidiaries and all buildings and other structures depicted hereon are wholly comprised within the boundaries of the parcel delineated on this strata plan;
2. that this strata plan represents an accurate delineation of the units and unit subsidiaries as constructed or laid out on the parcel;

Dated this 1st day of November, 1982.

Licensed Surveyor

43186B

DocuSign Envelope ID: 56A352C9-D08C-4A34-BDDF-874C796A6AA9

STRATA PLAN NUMBER

SP 5435

ACCEPTED FOR DEPOSIT

pro Registrar-General

25 / 5 /1983

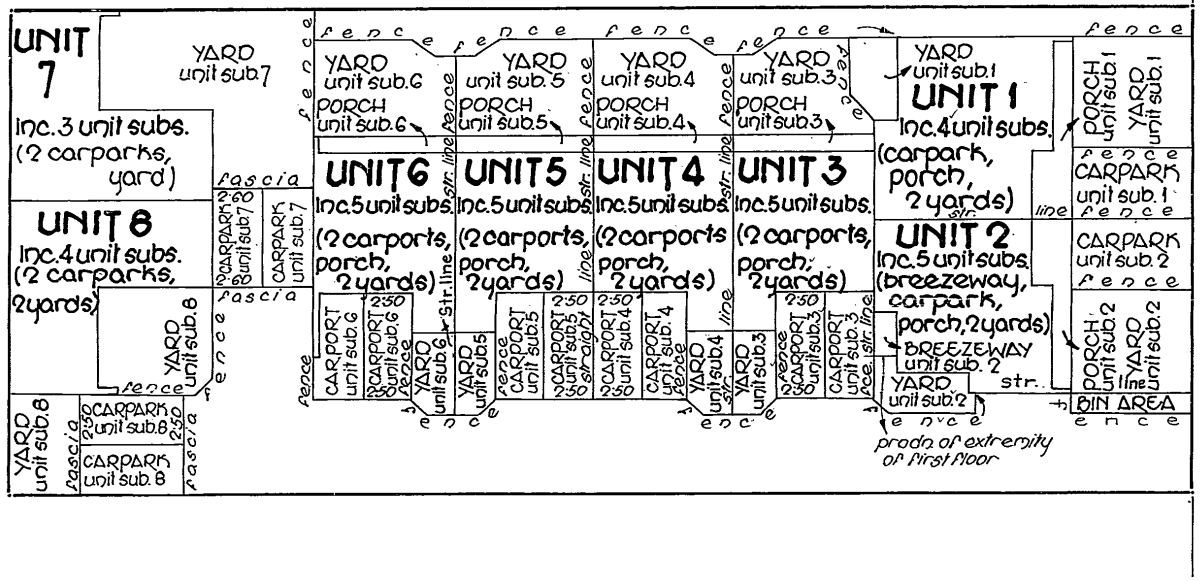
Reference Map No. 6628-429.

COUNCIL

Town of St. Peters

THIS IS SHEET 2 OF 3 SHEETS

GROUND FLOOR PLAN

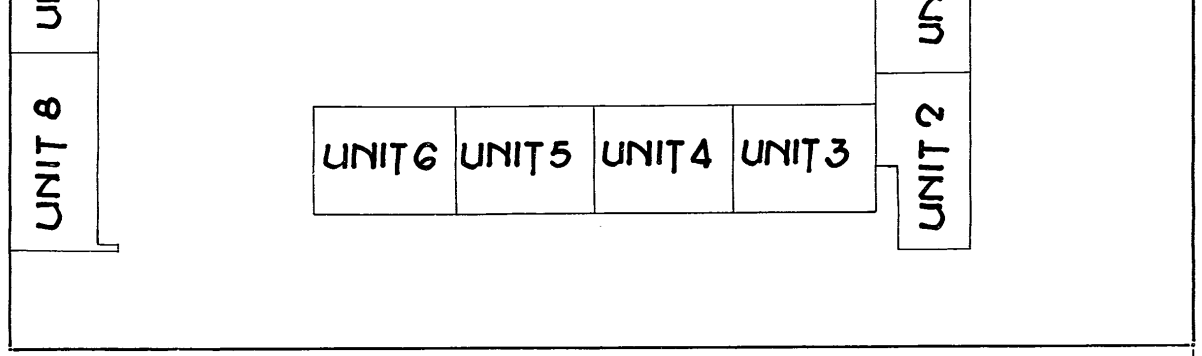


AUGUSTA STREET

scale:-

metres 0 2·5 5 10 15 20 25 metres

FIRST FLOOR PLAN



MICROFILMED 3.6.83

The lower and upper boundaries of the unit subsidiaries shown as yards are existing ground level and 3.05 metres above existing ground level respectively except where eaves exist, then the upper boundary to be 0.15 metres below the level of the eaves.

The boundary of a unit where it abuts a unit subsidiary is midway between the inner and outer surfaces of the walls of the said unit.

The boundary of a unit subsidiary where it abuts a unit is parallel to and 0.02 metres distant from the outer surface of the wall of the unit.

The upper boundary of a unit subsidiary shown as porch, carport, or carpark is 0.15 metres below the level of the existing eaves of that particular unit subsidiary or if not fully covered then 0.15 metres below the existing eaves of the units.

The height of each unit is limited to midway between the upper and lower surfaces of the ceiling of that unit.

SMITH AND HIGGINS
PROPRIETARY LIMITED
SURVEYING & PLANNING CONSULTANTS
403, King William Street,
Adelaide, S.A. 5000.
Telephone:— 2124457.

Date:— 1·11·1982 Reference:— E.5407

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SCHEDULE OF UNIT ENTITLEMENT

UNIT Nº	UNIT ENTITLEMENT	UNIT Nº	UNIT ENTITLEMENT	UNIT Nº	UNIT ENTITLEMENT
1	136				
2	136				
3	114				
4	114				
5	114				
6	114				
7	136				
8	136				
				AGGREGATE	
				COMMON PROPERTY	
				ROAD or RESERVE ALLOTMENTS	
AGGREGATE	1000	AGGREGATE			

STRATA PLAN NUMBER

SP 5435

Authenticated vide
Application No. 5023652
and Accepted for Deposit

J. Wales

pro Registrar-General
25 / 5 /1983

THIS IS SHEET 3 OF 3 SHEETS

MICROFILMED
3.6.83

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STRATA TITLES ACT 1988

SECTION 41

Request from:
Form 1 Adelaide,
form1@form1adelaide.com.au

16 May 2024

Information is furnished with regard to:

Strata Corporation No. 5435 Inc.
Owner: Mr John & Mrs Elke Bridges
Address: Unit 7, 2 Augusta Street, MAYLANDS SA 5069

In response to your recent request for certain information as provided by Sect. 41 of the Strata Titles Act 1988, we furnish - Particulars of any contribution payable in relation to the unit

(1) Levy Contributions for Lot 7 / Unit 7 are $747.90 per quarterly.

(2) Total Arrears for the lot (Admin Fund, Sinking Fund, special levies, interest and fees) as at 16 May 2024 is **$00.00**

(3) Administrative fund – contributions payable by regular periodic instalments or lump sum.
Agreed Admin Fund levy contributions and due dates.

Amount	Period	Date due
$550.70	01 Apr 2024 to 30 Jun 2024	01 Apr 2024
$550.70	01 Jul 2024 to 30 Sep 2024	01 Jul 2024
$550.70	01 Oct 2024 to 31 Dec 2024	01 Oct 2024
$550.70	01 Jan 2025 to 31 Mar 2025	01 Jan 2025

Amounts NOT PAID by DUE DATE (Current Arrears)	$0.00
Prepaid levies (Paid Prior to Due Date).	$0.00
Interest due on unpaid levies	$0.00

(4) Sinking fund – contributions payable by regular periodic instalments or lump sum

Agreed Sinking Fund levy contributions and due dates (additional to Admin Levy)

Amount	Period	Date due
$197.20	01 Apr 2024 to 30 Jun 2024	01 Apr 2024
$197.20	01 Jul 2024 to 30 Sep 2024	01 Jul 2024
$197.20	01 Oct 2024 to 31 Dec 2024	01 Oct 2024
$197.20	01 Jan 2025 to 31 Mar 2025	01 Jan 2025

Amounts NOT PAID by DUE DATE (Current Arrears)	$0.00
Prepaid levies (Paid Prior to Due Date).	$0.00
Interest due on unpaid levies	$0.00

(5) Special contributions

NOTE: **This search is current as of the notice date, we advise you call our office prior to settlement to get any updates, please request the purchaser to contacts our office immediately so that levy arrears/legal cost for unpaid levies are avoided.**

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(6) The body corporate presently has the following insurance cover:

Policy No. 68108 CHU Underwriting Agency Pty Ltd
Type: Building Broker:

Premium: $961.50 Paid on: 29/09/2023 Policy start date: 15/09/2023 Next due: 15/09/2024

Cover	*Sum insured*	*Excess*	*Notes*
Building	$2,384,862.00	$500.00	Policy 1
Common Area Contents	$5,843.00	$0.00	Policy 1
Loss of Rent	$357,729.00	$0.00	Policy 1
Liability To Others	$30,000,000.00	$0.00	Policy 2
Voluntary Workers	$300,000 / $3,000	$0.00	Policy 3 Total Disablement, $2,000 p/week
Fidelity Guarantee	$250,000.00	$0.00	Policy 5
Office Bearer's Liability	$5,000,000.00	$0.00	Policy 6
Catastrophe	$715,458.00	$0.00	Policy 8
Ext Cover Rent / Temp	$107,318.00	$0.00	Policy 8
Escalation in Cost of Temp Accommodation	$35,772.00	$0.00	Policy 8
Cost Storage & Evac.	$35,772.00	$0.00	Policy 8
Government Audit Costs	$25,000.00	$0.00	Policy 9 Part A
Appeal Expenses - Common Property Health & Safety	$100,000.00	$0.00	Policy 9 Part B
Legal Defence	$100,000.00	$0.00	Policy 9 Part C
Lot Owner Home Per Lot	$250,000.00	$0.00	Policy 10
Machinery Breakdown	$10,000.00	$1,000.00	Policy 7
POLICY EXCESS	500 Insured pr	$500.00	Policy 1 insured property
POLICY EXCESS	1000.00 Machinery B	$1,000.00	Policy 7
POLICY EXCESS	Flood Cover Included	$0.00	Flood Cover Included

Commission $0.00

(7) Particulars of Assets and Liabilities of the Corporation

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

(8) Particulars of any Expenditure

(a) Incurred by the Corporation

- *Please refer to financial report.*

(b) Resolved to be incurred to which the unit holder must, or is likely to be required to, contribute

- *Please refer to the past minutes and financial report or refer to current owner for specific queries.*

(c) Particulars in relation to any prescribed matter:
Please refer to attached minutes

(d) Particulars relating to the Water Bill

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Please check with SA Water and/or Strata Water Solutions on 8172 0816 for final water reading.

(9) Provide copies of—

(i) The minutes of general meetings of the corporation and meetings of its management committee for such period, not exceeding two years, specified in the application;

(ii) The statement of accounts of the corporation last prepared by the corporation;

(iii) The articles for the time being in force;

(iv) Current policies of insurance taken out by the corporation;

(10) Make available for inspection—

(i) a copy of the accounting records of the corporation;

(ii) the minute books of the corporation;

(iii) any other prescribed documentary material i.e.

(a) the duplicate certificate of title for the common property;

(b) a copy of all plans, drawings, specifications and reports in his or her possession relating to the design and construction of buildings and building improvements on the site.

c) a copy of any other notice, order or document in his or her possession relating to the strata scheme of which the strata corporation will need to know in order to carry out its statutory functions.

(11) An application under this section must be accompanied by the prescribed fee.

(12) ***Note:*** A statement of a strata corporation provided for the purposes of subsection (1)*(a)* is, in favour of the person to whom it is provided and as against the corporation, conclusive evidence (as at the date of the statement) of the matters contained in the statement. The corporation invites the purchaser to make their own enquiries in to matters of the corporation.

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BODY CORPORATE MANAGEMENT

Tax Invoice / Receipt
ABN: 85 102 494 717

463 Regency Road
Prospect SA 5082

RECIEVED FROM	RECEIPT DATE	PAYMENT METHOD
Form 1 Adelaide, form1@form1adelaide.com.au	16 May 2024	EFT

SUMMARY

Section 41
Strata Corporation No. 5435 Inc.
Owner: Mr John & Mrs Elke Bridges
Address: Unit 7, 2 Augusta Street, MAYLANDS SA 5069

$105.60 (Inclusive of GST)

Signed by



Tyson D'Sylva
ACE Body Corporate Management
For Strata Corporation No. 5435 Inc.

SPECIAL NOTE: To clarify what is being bought and sold the agent should ensure that the dimensions, boundaries and designated areas of the unit correspond with the strata plan.

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SCHEDULE 3

Articles of Strata Corporation

1. (1) A unit holder must—

(a) maintain the unit in good repair;

(b) carry out any work ordered by a council or other public authority in respect of the unit.

(2) The occupier of a unit must keep it in a clean and tidy condition.

2. A person bound by these articles—

(a) must not obstruct the lawful use of the common property by any person; and

(b) must not use the common property in a manner that unreasonably interferes with the use and enjoyment of the common property by the other members of the strata community, their customers, clients or visitors; and

(c) must not make, or allow his or her customers, clients or visitors to make, undue noise in or about any unit or the common property; and

(d) must not interfere, or allow his or her customers, clients or visitors to interfere, with others in the enjoyment of their rights in relation to units or common property.

3. A person bound by these articles must not use the unit, or permit the unit to be used, for any unlawful purpose.

4. Subject to the *Strata Titles Act 1988*, a person bound by these articles must not, without the strata corporation's consent, keep any animal in, or in the vicinity of, a unit.

5. A person bound by these articles—

(a) must not park a motor vehicle in a parking space allocated for others or on a part of the common property on which parking is not authorised by the strata corporation; and

(b) must take reasonable steps to ensure that his or her customers, clients or visitors do not park in parking spaces allocated for others or on parts of the common property on which parking is not authorised by the strata corporation.

6. A person bound by these articles must not, without the consent of the strata corporation—

(a) damage or interfere with any lawn, garden, tree, shrub, plant or flower on the common property; or

(b) use any portion of the common property for his or her own purposes as a garden.

7. A person bound by these articles must not—

(a) bring objects or materials onto the site of a kind that are likely to cause justified offence to the other members of the strata community; or

(b) allow refuse to accumulate so as to cause justified offence to others.

8. A person bound by these articles must not, without the consent of the strata corporation, display any sign, advertisement, placard, banner or any other conspicuous material of a similar nature—

(a) on part of his or her unit so as to be visible from outside the building; or

(b) on any part of the common property.

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9. The occupier of a unit may, without the consent of the strata corporation, paint, cover or in any other way decorate the inside of any building forming part of the unit and may, provided that unreasonable damage is not caused to any common property, fix locks, catches, screens, hooks and other similar items to that building.

10. The occupier of a unit used for residential purposes must not, without the consent of the strata corporation, use or store on the unit or on the common property any explosive or other dangerous substance.

11. A person bound by these articles—

(a) must maintain within the unit, or on a part of the common property set apart for the purpose by the strata corporation, a receptacle for garbage adequately covered; and

(b) must comply with all council by-laws relating to the disposal of garbage.

12. A unit holder must immediately notify the strata corporation of—

(a) any change in the ownership of the unit, or any change in the address of an owner;

(b) any change in the occupancy of the unit.

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BODY CORPORATE MANAGEMENT

OWNER INFORMATION SHEET

Unit 7 in **Plan** No**. 5435 at 2 Augusta Street, MAYLANDS SA 5069**

Settlement Date _____

In order to bring our records up to date, for any EMERGENCIES that may arise and particularly if you have not recently provided this information, would you please complete and return this form promptly.

Title: Dr/ Mr/ Mrs/ Ms/ Miss/ Other (Please circle)

Full name of owner/s: _____

Owner Address: _____

Address for service of account circulars etc: _____

_____

I wish for my corporation to have web access for financial data. YES ☐ NO ☐

_____

Phone: _____ Work : _____

Mobile _____

Email Address: if you want to have your levies emailed _____

Do you have an Agent? YES ☐ NO ☐ (if Yes, please complete below)

Send all correspondence to Agent YES ☐ NO ☐ (If NO will be sent to above owner address)

Send Levies to Agent YES ☐ NO ☐

Name & Address of Agent: _____

Agent Phone: _____

Agent Email: _____

Conveyancer Acting On Behalf Of Vendor: _____

Contact Details: _____

Conveyancer Acting On Behalf Of Purchaser _____

Contact Details: _____

PO Box 672, PROSPECT EAST SA 5082 Tel: 8342 1544

Email: accounts.sa@acebodycorp.com.au

www.acebodycorp.com.au

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Ace Body Corporate Management
ABN: 85 102 494 717
PO Box 671, Modbury SA

Ph: 08 8342 1544
E: accounts.sa@acebodycorp.com.au

Balance Sheet
As at 16/05/2024

Strata Corporation No. 5435 Inc. — 2 Augusta Street, MAYLANDS SA 5069

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	9,458.62
Owners Equity--Admin	(10,185.38)
	(726.76)
Sinking Fund	
Operating Surplus/Deficit--Sinking	(11,766.00)
Owners Equity--Sinking	18,874.84
	7,108.84
Net owners' funds	**$6,382.08**
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	(176.06)
	(176.06)
Sinking Fund	
Cash at Bank--Sinking	7,306.04
	7,306.04
Unallocated Money	
	0.00
Total assets	7,129.98
Less liabilities	
Administrative Fund	
Prepaid Levies--Admin	550.70
	550.70
Sinking Fund	
Prepaid Levies--Sinking	197.20
	197.20
Unallocated Money	
	0.00
Total liabilities	747.90
Net assets	**$6,382.08**

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Ace Body Corporate Management

PO BOX 671, Modbury SA

Ph: 8342-1544
E: adelaidecbd@acebodycorp.com.au

THE MINUTES OF THE ANNUAL GENERAL MEETING

STRATA CORPORATION 5435 INC.
2 AUGUSTA STREET MAYLANDS

DATE, PLACE & TIME OF MEETING:	Tuesday, 04 July 2023 06:00 PM. Unit 1, 2 Augusta Street, MAYLANDS, SA, 5069		
LOTS REPRESENTED:	Lot 1	Mr James Henry Donald Raison & Ms Emily Claire Holds	Owner present
	Lot 3	Janet Fisher	Owner present
	Lot 4	Mr Simon Andrew Goddard	Owner present
	Lot 5	Lala chandiok	Owner present
	Lot 6	Ms Alison Grace Proctor	Owner present
	Lot 7	Mr John & Mrs Elke Bridges	Owner present
	Lot 8	Mr Alastair Norman Goss	Proxy present - ABCM
IN ATTENDANCE:	Siddhant Lakhina & Michael Caruso of Ace Body Corporate Management		

1. Appointment of Chairperson

Owners represented were in majority favour of Siddhant Lakhina of ABCM to assist the corporation with conducting the meeting and recording the minutes.
Motion CARRIED.

2. Quorum, In Attendance, Recording of Proxies

A quorum was declared with 7 of the 8 financial units in attendance or by proxy.

3. Disclosure of Pecuniary Interest

It is an offence to not disclose any direct or indirect pecuniary interest in a matter in relation to the corporation. Under the Strata Titles Act, a delegate of the strata corporation who has direct or indirect pecuniary interest in a matter in relation to which he or she proposes to perform delegated functions or powers must disclose the nature of the interest, in writing, to the corporation before performing functions or powers.

4. Confirmation of Previous Meeting Minutes

The minutes from the Annual General Meeting held on 2nd of May 2022 be accepted as a true and accurate record of the proceedings.
Motion CARRIED.

5. Business Arising from Previous Meeting

The following items are outstanding and require input at this AGM

- External Cladding Painting - Awaiting quotes approval from the committee.
- Repairs Item per attached 2019 Common Property and Condition Report. - Awaiting Management Committee's instructions.

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6. Confirmation of Financial Statements

The financial statements for the twelve month period ending 28th of February 2023 are proposed to be accepted as an accurate record of the corporation's financial position by the members of the corporation. All records were accessible throughout the meeting.
Motion CARRIED.

7. APPOINTMENTS

7.1 Election of Office Bearers

In accordance with the Strata Title Act Part 3, Division 1 Section 23, the members of Body Corporate elected the following members for the next 12 months.

Presiding Officer:	Mr Joseph White
Treasurer:	Mr Simon Goddard
Secretary:	Mr James Raison

The members and the elected office bearers agreed that, if any of the office bearer positions become vacant during the year for reasons such as, the owner is no longer an owner or the position relinquished, the vacant office bearer position will automatically be fulfilled by the other existing office bearer/s providing the other positions are held by another owner/s. If no office bearers are appointed or a position is left vacant, ABCM advised in order to remain compliant with the legislation a General Meeting of the corporation will need to be convened of all owners.
Motion CARRIED.

7.2 Election of Management Committee

The members of the corporation agree that the office bearers would constitute the corporation's management committee in addition to the below members:
Mr John Bridges, Ms Lala Chandiok

ABCM is authorised to share contact details of all committee members between committee members.
The committee is aware that all committee minutes will be filed and accessible by all owners.

The management committee to be authorized to proceed for each occurrence of unplanned maintenance work that may occur throughout the year. The management committee does not have the power to authorise anything for which a special or unanimous resolution of the corporation is required by the legislation or the articles of the corporation in accordance with Strata Titles Act 1988 (s35[8]).

The Presiding Officer is appointed to communicate all approved instructions to ABCM, unless the Management Committee elects another committee member to provide approved instructions to ABCM. In any event, instructions shall only be communicated to ABCM by one committee spokesperson to create clear and effective channels of communication.
Motion CARRIED.

7.3 Appointment of Management

Ace Body Corporate Management to be appointed as manager for the corporation's current financial year, and provide routine services in accordance with the Strata Titles Act 1988 Section 23 to assist the appointed officer bearers for the following 12 months in accordance with Schedule 1 and the General Conditions of the management agreement. Pro rata management fees will be charged from the end of the corporation's financial year up until the next Annual General Meeting of the corporation.

All funds of the corporation are to be deposited in the Macquarie bank account in the name of the corporation, which shall be audited and operated in accordance with the legislation. The Presiding Officer or an appointed office bearer is authorised by the Body Corporate to sign the management agreement. If a signed copy has not been received by ABCM within 21 days, the agreement shall be deemed to have been accepted by the Body Corporate.
Motion CARRIED.

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8. INSURANCE

8.1 Current Insurance and Last Valuation

ABCM advised that the corporation is required to keep all buildings and building improvements insured to their full replacement value as per Strata Titles Act Division 4 Section(s) 30, Duty to insure, (1) A Strata Corporation must keep all buildings and building improvements on the site insured to their replacement value. Section 31, Duty to insure against liability.

The previous valuation was undertaken 18 Aug 2020 with the amount being $2,270,000.00.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
68108	CHU Underwriting Agency Pty Ltd	15 Sep 2023	Building	$2,384,862.00
			Common Area Contents	$5,843.00
			Loss of Rent	$357,729.00
			Liability To Others	$30,000,000.00
			Voluntary Workers	$300,000.00 / $3,000.00
			Fidelity Guarantee	$250,000.00
			Office Bearer's Liability	$5,000,000.00
			Catastrophe	$715,458.00
			Ext Cover Rent / Temp	$107,318.00
			Escalation in Cost of Temp Accommodation	$35,772.00
			Cost Storage & Evac.	$35,772.00
			Government Audit Costs	$25,000.00
			Appeal Expenses - Common Property Health & Safety	$100,000.00
			Legal Defence	$100,000.00
			Lot Owner Home Per Lot	$250,000.00
			Machinery Breakdown	$10,000.00
			POLICY EXCESS	$1,000.00 Insured pr
			POLICY EXCESS	$1,000.00 Machinery B
			POLICY EXCESS	Flood Cover Included
TOTAL PREMIUM: $6,109.39				

Current Insurance excess is $1,000.00

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8.2 Renewal Instructions

Members of the corporation agree that ABCM have authority to arrange and place the insurance on behalf of the corporation.
Motion CARRIED.

8.2 Alternatives for Renewal Instructions

Option G
Obtain Valuation at Renewal, Quote & Forward to Mgt Committee
Members requested ABCM obtain an Insurance Valuation and forward to the committee for their review with 2 quotes for identical cover. The committee to provide renewal instructions to ABCM. If no instructions are received within 7 days ABCM to renew at the cover as per valuation with the current insurer.

'OPTION G' has been selected with the highest votes.

9. REPAIRS & MAINTENANCE

9.1 Contractor Delays - General Advice

ABCM Inform owners - In light of National disasters and current economic conditions good quality contractors have delayed project start times.
We encourage owners to effectively plan maintenance with appropriate start times as many contractors are declining jobs and or may take longer than usual to start work.

9.2 Quotes Alternative: External Cladding Painting

The corporation approves Black Silver Master Painters to undertake the painting works for External Cladding at the corporation. Sinking funds will be used to carry out the works.
Motion CARRIED.

9.2 Alternatives for Quotes Alternative: External Cladding Painting

Option A
BlackSilver Master Painters quote for painting for $11,616.00 (Inc GST)
'OPTION A' has been selected with the highest votes.

9.3 General Information: Unit 2 - Roof Leak

Ongoing Roof leaks at Unit 2, an update was provided at the AGM. Roof has been re-inspected by Maintenance Matters. As confirmed by Maintenance Matters, works pertaining to tray flashings and tech screws will be covered under warranty. Works in relation to roof sheets will need to be quoted separately and are not covered under the warranty as it was not a part of the initial scope of works. Insurance claim has been lodged accordingly.

9.4 ORDINARY RESOLUTION: Termite Inspection

The corporation approves to install a termite baiting and monitoring system at the corporation. Fund will be allocated in the Administration Budget.
Motion CARRIED.

9.5 ORDINARY RESOLUTION: Garden Maintenance

The Corporation approves continuing with the current Gardening Company Dane Mueller - VIP Garden & Lawn Maintenance for the next twelve months to maintain common grounds. Funds are allocated in the current budget.
Motion CARRIED.

9.6 ORDINARY RESOLUTION: Gutter Cleaning

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The Corporation approves for all gutters to be professionally cleaned by Gutter Sukker annually in Mid June 2024. Funds have been allocated in the Admin Budget.
Motion CARRIED.

9.7 ORDINARY RESOLUTION: Annual Sewer Maintenance

The Corporation approves Ken Hall Plumbers to undertake annual sewer maintenance in Quarter 2 of 2024. Funds will be allocated in the Admin Budget. Members present discussed and agreed to undertake Sewer Maintenance every 2 years.
Motion DEFEATED.

9.8 ORDINARY RESOLUTION: Storm Water Drain Maintenance

The Corporation approves Ken Hall Plumbers to undertake storm water drain maintenance in Quarter 2 of 2024. Funds will be allocated in the Admin Budget. Members present discussed and agreed to undertake Stormwater Drain Maintenance every 2 years.
Motion DEFEATED.

10. BUDGET

10.1 Administration Fund - Unit Entitlement

In accordance with the Strata Titles Act 1988, Part 3 Division 2, Section 27, the members of the corporation agree with the proposed administration budget of $16,197.00 to be adopted for the following twelve months. Owners are reminded to adequately budget for unexpected occurrences otherwise the corporation will incur additional administrative expense. Contributions are divided by unit entitlement, payable Quarterly commencing 1st of July, 1st of October, 1st of January, 1st of April and to continue until changed at an AGM.
Motion CARRIED.

10.2 Sinking Fund - Unit Entitlement

The members of the corporation agree with the proposed Sinking Fund of $5,800.00 per annum. The Sinking Fund's purpose is not to be used for the day to day expense of the corporation unless instructed so by the management committee and is additional to the Administrative Budget. Contributions are divided by unit entitlement and payable quarterly with Administration Levies.
Motion CARRIED.

10.3 Authority to Raise Special Levies

The corporation is encouraged to budget adequate surplus funds at the AGM. If a shortfall of funds occurs for any reason throughout the year, a special levy will be required and ABCM authorised to raise funds required to meet such a shortfall in proportion to the lot entitlement values and in consultation with the management committee. ABCM made owners aware that additional service fees will be charged to facilitate the additional financial administration.
Motion CARRIED.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 07:42 PM.

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Ace Body Corporate Management
ABN: 85 102 494 717
PO BOX 671, Modbury SA

Ph: 8342-1544
E: adelaidecbd@acebodycorp.com.au

THE MINUTES OF THE ANNUAL GENERAL MEETING
STRATA CORPORATION Plan No 5435
2 AUGUSTA STREET MAYLANDS

DATE, PLACE & TIME OF MEETING:	Monday, 02 May 2022 6:00 PM. 463 Regency Road Prospect, SA, 5082		
LOTS REPRESENTED:	Lot 1	Mr James Raison	Owner present
	Lot 4	Mr Simon Andrew Goddard	Owner present
	Lot 5	Mrs Lala Chandiok	Owner present
	Lot 7	Mr John & Mrs Elke Bridges	Owner present
	Lot 8	ABCM	Proxy present
IN ATTENDANCE:	Michael Caruso of Ace Body Corporate Management		
PROXIES:	Lot 8	Mr Alastair Norman Goss	Proxy Name: ABCM

1. Appointment of Chairperson

Owners represented were in majority favour of Michael Caruso of ABCM to assist the corporation with conducting the meeting and recording the minutes.
Motion CARRIED.

2. Quorum, In Attendance, Recording of Proxies

A quorum was declared with 5 of the 8 financial units in attendance or by proxy.

3. Confirmation of Previous Meeting Minutes

The minutes from the Annual General Meeting held on 3rd of May 2021 be accepted as a true and accurate record of the proceedings.
Motion CARRIED.

4. Business Arising from Previous Meeting

The following items were completed in the previous year...

- Roof Repairs

The following items are outstanding and require input at this AGM...

- Windows
- External painting
- Paths & driveway
- Exposed Reinforcing

5. Confirmation of Financial Statements

The financial statements for the twelve month period ending 28th of February 2022 are proposed to be accepted as an accurate record of the corporation's financial position by the members of the corporation. All records were accessible throughout the meeting.
Motion CARRIED.

DocuSign Envelope ID: 56A352C9-D08C-4A34-BDDF-874C796A6AA9

6. APPOINTMENTS

6.1 Election of Office Bearers

In accordance with the Strata Title Act Part 3, Division 1 Section 23, the members of Body Corporate had elected the following members for the next 12 months.

Presiding Officer:	Mr Joseph White
Treasurer:	Mr Simon Goddard
Secretary:	Mr James Raison

The members agreed that, if any of the office bearer positions become vacant during the year for reasons such as, the owner is no longer an owner or the position relinquished, the vacant office bearer position will automatically be fulfilled by the other existing office bearer/s providing the other positions are held by another owner/s. If no additional office bearers are appointed, in order to remain compliant with the legislation, all owners will be deemed an office bearer until the next General Meeting of the corporation.
Motion CARRIED.

6.2 Election of Management Committee

The members of the corporation agree that the office bearers would constitute the corporation's management committee in addition to the below members:
Mrs Lala Chandiok, Ms Alison Proctor, Mr John & Mrs Elke Bridges, Mr Alastair Goss

The management committee to be authorised to proceed for each occurrence of unplanned maintenance work that may occur throughout the year. ABCM advised that management committee does not have the power to authorise anything for which a special or unanimous resolution of the corporation is required by the legislation or the articles of the corporation in accordance with Strata Titles Act 1988 (s35[8]).

6.3 Appointment of Management

Ace Body Corporate Management to be appointed as manager for the corporation's current financial year, in accordance with with the Strata Titles Act 1988 Section 23 to assist the appointed officer bearers for the following 12 months in accordance with Schedule 1 and the General Conditions of the management agreement. Pro rata management fees will be charged from the end of the corporation's financial year up until the next Annual General Meeting of the corporation.

All funds of the corporation are to be deposited in the Macquarie bank account in the name of the corporation, which shall be audited and operated in accordance with the legislation. The Presiding Officer was authorised to sign the agreement. If a signed copy has not been received by ABCM within 21 days, the agreement shall be deemed to have been accepted by the Body Corporate.
Motion CARRIED.

7. INSURANCE

7.1 Current Insurance and Last Valuation

ABCM advised that the corporation is required to keep all buildings and building improvements insured to their full replacement value as per Strata Titles Act Division 4 Section(s) 30, Duty to insure, (1) A Strata Corporation must keep all buildings and building improvements on the site insured to their replacement value. Section 31, Duty to insure against liability.

The previous valuation was undertaken 18 Aug 2020 with the amount being $2,270,000.00.

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Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
68108	CHU Underwriting Agency Pty Ltd	15 Sep 2022	Building	$2,315,400.00
			Common Area Contents	$5,843.00
			Loss of Rent	$340,310.00
			Liability To Others	$30,000,000.00
			Voluntary Workers	$300,000.00 / $3,000.00
			Fidelity Guarantee	$250,000.00
			Office Bearer's Liability	$5,000,000.00
			Catastrophe	$694,620.00
			Ext Cover Rent / Temp	$104,193.00
			Escalation in Cost of Temp Accommodation	$34,731.00
			Cost Storage & Evac.	$34,731.00
			Government Audit Costs	$25,000.00
			Appeal Expenses - Common Property Health & Safety	$100,000.00
			Legal Defence	$100,000.00
			Lot Owner Home Per Lot	$250,000.00
			Machinery Breakdown	$10,000.00
			POLICY EXCESS	Policy 1 $500.00
			POLICY EXCESS	Policy 7 $500.00
			POLICY EXCESS	Flood Cover Included
TOTAL PREMIUM: $5,577.61				

7.2 Renewal Instructions

Members of the corporation agree that ABCM have authority to arrange and place the insurance on behalf of the corporation.

Motion CARRIED.

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7.2 Alternatives for Renewal Instructions

ABCM is authorised to renew the Corporation's insurance by the majority selection below.

'OPTION D' has been selected with the highest votes.
Members agreed to increase BSI by 3% of existing.

8. REPAIR/MAINTENANCE

8.1 Annual Sewer and Drain Maintenance

The Corporation approves a sewer camera inspection to be completed. ABCM is requested to obtain a quote from Ken Hall Plumbers and forward to the management committee for instructions.
Motion CARRIED.

8.2 Garden Maintenance

The Corporation approves continuing with the current Gardening Company for the next twelve months on existing terms. Funds are allocated in the budget.
Motion CARRIED.

ABCM is requested to speak with him to stop blowing leaves into the garden beds.

8.3 Gutter Cleaning

The Corporation approves for all gutters to be professionally cleaned by Gutter Sukker annually prior to winter. Funds have been allocated in the Admin Budget.
Motion CARRIED.

8.4 Common Property Condition & Safety Report

A report dated was completed on 23 April 2019. ABCM is requested to recirculate the report. The management committee will provide ABCM any instructions to be carried out based on the report.
Motion CARRIED.

8.5 Asbestos Compliance Register

That the corporation agree to undertake a asbestos report in order to identity if the corporation is at risk. ABCM has been requested to arrange a quote and send to the management committee for their decision and instruction. Should asbestos be found the corporation resolves to establish the asbestos register under section 425 of the WHS Regulations; all owners are to be notified of the outcome.
Motion DEFEATED.

Members discussed the cost versus benefits of the register along with its legal requirement. The corporation approves for members to add to the register as they find asbestos inside their units, and this is the preferred method of maintaining the register. Owners are reminded to refer all tradespersons to the asbestos register prior to commencing at the site.

Since the members of the Body Corporate chose to NOT participate in their obligation of maintaining the register, the motion will be accepted that members agree unanimously to indemnify ABCM of any and all liability.
Motion CARRIED.

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8.6 Painting of External Cladding

Members discussed the importance of maintaining the integrity of the external cladding due to the presence of asbestos. Regular painting is essential.
The corporation approves painting all external asbestos cement sheeting in Spring 2022. ABCM is requested to arrange two quotes and forward to the Management Committee for further instructions. Sinking funds will be used and a special levy will be raised should there be insufficient sinking funds. Members requested that a quote to paint the woodwork to be included as a separate line item on the quote for consideration. Members agreed that some windows will be replaced therefore will not be painted.
Motion CARRIED.

8.7 Replacement of Windows

After a heathy discussion members agreed that replacing windows will be deferred until 2023 AGM. ABCM is requested to obtain a quote for replacement and table at the 2023 AGM. The Management Committee will be site contacts.
Motion CARRIED.

8.8 Termite Inspection

The corporation approves termite inspection / treatment to be performed in summer 2022/23 by Integrated Pest Services. Funds have been allocated in the Administration Budget for the treatment and inspections.
Motion CARRIED.

8.9 Exposed Reinforcing

The Exposed Reinforcing issue was not able to be completed. The corporation instructs ABCM to obtain a quote from Maintenance Matters forward to Management Committee for instructions. As this issue is on the neighbour's side, access will be required in the neighbour's yard, John & Elke will negotiate with the neighbour & will be site contacts.
Motion CARRIED.

9. BUDGET

9.1 Administration Fund - Unit Entitlement

In accordance with the Strata Titles Act 1988, Part 3 Division 2, Section 27, the members of the corporation agree with the proposed administration budget of $13,558.00 to be adopted for the following twelve months. Contributions are payable quarterly and divided by unit entitlement.
Motion CARRIED.

Members requested ABCM and the management committee review fees and charges on the budget.

9.2 Sinking Fund by Unit Entitlement

The members of the corporation agree with the proposed Sinking Fund of $5,800.00 per annum. The Sinking Fund's purpose is not to be used for the day to day expense of the corporation unless instructed so by the management committee and is additional to the Administrative Budget. Contributions are divided by unit entitlement and payable quarterly with Administration Levies.
Motion CARRIED.

9.3 Authority to Raise Special Levies

If a shortfall of funds occurs for any reason throughout the year, a special levy will be required and ABCM authorised to raise necessary funds in consultation with the management committee.
Motion CARRIED.

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9.4 Unpaid Contributions/ Levy Debt Collection

Strata Titles Act Section 27(5) -
"The strata corporation may recover an unpaid contribution (and interest on any such contribution), as a debt, from the unit holder of the unit in respect of which the contribution is payable (whether or not that person was the unit holder when the liability arose)" Members of the corporation are reminded that if contact details like postal addresses and email address change, failure to notify ABCM may result in overdue levies and initiate arrears process.

The corporation grants approval and authorises ABCM to adopt the following unpaid levy recovery process.

- Each owner will be issued an account 30 days before the due date.
- If account remains unpaid, reminder arrear notices will be sent at 7 days and 38 days after the due date.
- If account remains unpaid at 60 days, ABCM will initiate contact with the owner on behalf of the corporation and discuss payment arrangements.
- If no arrear payment arrangements are finalised with owner at 66 days, a Letter of Demand will be issued, and formal debt collection process may commence.

**Please note all debt collection costs, court & search / lodgement fees and interest are recoverable from the Lot/Unit owner.*

Motion CARRIED.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 07:57 PM.

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Explanatory Notes for Strata Corporation Annual General Meeting Minutes

The below notes should be read with the minutes and provide further information regarding the Annual General Meeting. If you require any further explanation to any of the items below or in the minutes, please contact your body corporate manager. These notes are to provide further understating to sections of the minutes and to be used as general information.

Office Bearers and Management Committee

It is a legislative requirement that the corporation elect each year owner/s to hold the positions of Presiding Officer, Secretary and Treasurer (*Strata Title Act Part 3, Division 1 Section 23)*.

However as you are professionally managed, ABCM in most cases perform all required duties of your behalf. (see 'Services Covered by Annual Management Fee' below).

ABCM recommends that the corporation form a management committee, which is a smaller group of owners who have the authority to approve repairs and maintenance and make decisions on behalf of all owners. (*Strata Title Act 1988 Division 6, Section 35, Point 2).* This ensures that the corporation continues running smoothly between Annual General Meetings. ABCM advises that the management committee do not have the authority to make decisions on resolutions that require special or unanimous approval.

Insurance

It is a legal requirement for the corporation to be insured for the full replacement value of the property, including all costs incidental to and associated with the replacement. (*Strata Titles Act Division 4 Section(s) 30, Duty to insure).*

ABCM recommends that the corporation obtain a valuation every 3 to 5 years and also hold cover for flood, catastrophe, office bearer's liability, electrical surge and machinery breakdown where applicable.

Insurance Claims

Any successful claims against the corporation's insurance policy attracts an excess. In cases where the claim is due to a lack of foreseeable maintenance, then the excess is generally payable by the corporation. If the insurance claim relates to the interior of the unit, such as a burst pipe or a cracked shower screen, the excess is payable by the individual owner.

The Body Corporate should have an ongoing maintenance program to ensure wear and tear and gradual deterioration is rectified before structural damage occurs. The sinking and/or administration (maintenance) fund should be sufficient to cover the expenses generated by the maintenance program.
ABCM strongly recommends that the corporation adopt a proactive maintenance plan in maintaining the integrity of the buildings.

All malicious damage / break and enter and / or arson should be reported to the police immediately as insurance companies require a Police Incident Report (PIR) number for claims relating to these incidents. Providing this information assists SA Police in their investigations and possible apprehension of the persons responsible and is a policy requirement.

Alterations, Additions & Approvals

Any changes to the external appearance of the units require special approval from the corporation. The Strata Titles Act states that with any proposed changes, the wording of the proposed motion must be included on the agenda of a properly convened meeting of the corporation, agendas are legally required to be issued no less than fourteen days before the meeting.

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If motions are not submitted before the agendas are issued, the corporation cannot legally approve these changes. The owner will then have to call an Extraordinary General Meeting at their cost or wait until the next Annual General Meeting.

Afterhours Property Maintenance

If there is a maintenance emergency, ABCM have an afterhours service which can be reached by contacting the office at 08 8342 1544. It is the owner's choice to use this facility and up to the strata corporation to determine whose responsibility the maintenance lies with. The owner may also be liable to pay for the repairs if it is not deemed as emergency.

A good definition of an emergency is anything that cannot wait, that if left unattended could cause serious damage to the property, residents' health and safety or their personal property.

Manager's time

If non-emergency work is requested to be undertaken during the course of the year or services outside of the management agreement section 2.1, it is not unreasonable for the Manager to charge the Corporation for additional fees, being but not limited to, time spent on seeking additional quotes, obtaining management committee consensus, excessive email correspondence, raising special levies project management and section 2.2 of the management agreement.

Owner Contact Information

It is the responsibility of the owners to inform ABCM in a timely manner of changes to contact details, including postal addresses and phone numbers. It is also the responsibility of the owner to inform ABCM of any changes in occupancy and property managers.

Failure to do so may result in increased costs to the corporation should important information not reach them or ABCM is required to invest time to locate the correct owner information.

Owners Portal

ABCM provides an owner's portal where owners can update their contact details and access information pertaining to their strata. Access can be gained by contacting ABCM.

Keys

Owners are to ensure that they have the necessary keys, fobs, etc. for any common areas (meter boxes, gates, etc.). It is the responsibility of the owners to ensure that all property managers and tenants are provided with these keys. ABCM should be contacted **before** it becomes an emergency, additional service charges will apply to the owner should they require access quickly.

Contractor Qualification

As part of providing the best service possible to the strata corporations, ABCM run any contractors attending the property through a compliance check. This is very important as it ascertains whether a contractor is appropriately licenced and insured. This is for the protection of the corporation and owners. The contractors on our panel not only have proven their quality of workmanship on our other clients but deliver competitive pricing and understand what ABCM and their clients want.

Should owners wish to engage contractors who are not approved through the compliance check, it is their responsibility to engage the contractor. Owners must be aware that they may be held personally liable for any defective works, losses, damages and / or any liability claim made against the strata corporation in relation to an unapproved contractor.

The corporation is free to engage a contractor not on our panel, however, if ACE is required to resolve issues relating to the contractor, the scope of works including checking for compliance, licenses and insurances this will be billed at $250.00 per hour.

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Articles / Resolutions

All strata corporations within South Australia are bound by Schedule 3 of the Strata Titles Act, which are considered the articles of the corporation. This can be found online or by request to ABCM.

ABCM also maintains a record of resolutions passed at meetings, which can be referred to for further policies specific to the individual strata corporation.

It is important for owners to have a copy of the documents and make them available to any property managers or tenants they may have. All residents are legally bound by these rules (owners and tenants) and failure to adhere to them, or failure to enforce your tenant to adhere to them, can result in legal proceedings.

Future Planning

Under the Strata Titles Act (1988), it is the responsibility of the Strata Corporation to maintain the integrity of the common property. All areas of general maintenance should be discussed at the Annual General Meeting rather than throughout the year, unless there is management committee involvement. This will ensure minimisation of administration cost to the corporation and a more consistent aesthetic look of the buildings.

The Annual General Meeting is the forum where owners can hold discussions regarding maintenance and improvements for the corporation. Owners / management committees are to be assessing in advance what items are needed for discussion and plan for them to be added to the agenda. A plan for the ongoing maintenance / upkeep is to be then decided at the Annual General Meeting, this is important as all buildings / common property will be addressed as a collective and repairs can be effectively budgeted if necessary.

It is important owners and the committee take a proactive approach in keeping up the maintenance of their corporation and bring to the attention of the committee or Annual General Meeting. If any urgent / emergency issue arises during the course of the year, our office should be contacted as usual and this will be dealt with immediately.

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Ace Body Corporate Management
ABN: 85 102 494 717
PO Box 671, Modbury SA

Ph: 08 8342 1544
E: accounts.sa@acebodycorp.com.au

Approved Budget
to apply from 01/03/2022

Strata Corporation No. 5435 Inc. — 2 Augusta Street, MAYLANDS SA 5069

Administrative Fund

	Approved budget
Revenue	
Levies --Admin	13,558.00
Total revenue	13,558.00
Less expenses	
ATO / Public Officer	99.00
Audit Services	157.00
Comms/Data/Technology - Fixed Fee	480.00
Contingency Funds	1,062.00
Insurance--Premiums	6,000.00
Maint Bldg--Gutters & Downpipes	1,150.00
Maint Grounds--Lawns & Gardening	960.00
Management Fees--Standard	2,300.00
Meeting Fee	250.00
Termite Inspection /report	1,100.00
Total expenses	13,558.00
Surplus/Deficit	0.00
Opening balance	3,090.44
Closing balance	$3,090.44

Total units of entitlement	10000
Levy contribution per unit entitlement	$1.36

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Sinking Fund

	Approved budget
Revenue	
Levies --Sinking	5,800.00
Total revenue	5,800.00
Surplus/Deficit	5,800.00
Opening balance	20,693.75
Closing balance	$26,493.75

Total units of entitlement	10000
Levy contribution per unit entitlement	$0.58

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Approved Levy Schedule to apply from 01/03/2022

Strata Corporation No. 5435 Inc. — 2 Augusta Street, MAYLANDS SA 5069

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Unit Entitlement	Admin Fund	Sinking Fund	Quarterly Total	Annual Total
1	1	1360.00	460.97	197.20	658.17	2,632.68
2	2	1360.00	460.97	197.20	658.17	2,632.68
3	3	1140.00	386.40	165.30	551.70	2,206.80
4	4	1140.00	386.40	165.30	551.70	2,206.80
5	5	1140.00	386.40	165.30	551.70	2,206.80
6	6	1140.00	386.40	165.30	551.70	2,206.80
7	7	1360.00	460.97	197.20	658.17	2,632.68
8	8	1360.00	460.97	197.20	658.17	2,632.68
		10,000.00	**$3,389.48**	**$1,450.00**	**$4,839.48**	**$19,357.92**

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Ace Body Corporate Management
ABN: 85 102 494 717
PO Box 671, Modbury SA

Ph: 08 8342 1544
E: accounts.sa@acebodycorp.com.au

Balance Sheet
As at 29/02/2024

Strata Corporation No. 5435 Inc. — 2 Augusta Street, MAYLANDS SA 5069

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	(10,043.07)
Owners Equity--Admin	(79.56)
	(10,122.63)
Sinking Fund	
Operating Surplus/Deficit--Sinking	4,265.17
Owners Equity--Sinking	14,609.67
	18,874.84
Net owners' funds	**$8,752.21**
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	(11,667.40)
Receivable--Levies--Admin	1,652.10
Receivable--Owners--Admin	62.75
	(9,952.55)
Sinking Fund	
Cash at Bank--Sinking	18,283.24
Receivable--Levies--Sinking	591.60
	18,874.84
Unallocated Money	
	0.00
Total assets	8,922.29
Less liabilities	
Administrative Fund	
Creditors--Other--Admin	170.08
	170.08
Sinking Fund	
	0.00
Unallocated Money	
	0.00
Total liabilities	170.08
Net assets	**$8,752.21**

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Ace Body Corporate Management
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PO Box 671, Modbury SA

Ph: 08 8342 1544
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Income & Expenditure Statement for the financial year to 29/02/2024

Strata Corporation No. 5435 Inc. — 2 Augusta Street, MAYLANDS SA 5069

Administrative Fund

	Current period 01/03/2023-29/02/2024
Revenue	
Insurance--Claims	7,691.85
Levies --Admin	15,537.20
Recoveries	88.00
Total revenue	23,317.05
Less expenses	
ATO / Public Officer	99.00
Audit Services	176.00
Comms/Data/Technology - Fixed Fee	550.00
Insurance Repairs	10,775.20
Insurance--Premiums	7,387.86
Insurance--Valuation	297.00
Maint Bldg--Doors & Windows	275.00
Maint Bldg--Gutters & Downpipes	1,596.65
Maint Bldg--Plumbing	528.88
Maint Bldg--Roof	951.13
Maint Grounds--Lawns & Gardening	640.00
Management Fees--Standard	2,400.00
Meeting Fee	338.00
Recovery--Reminder Notices	(47.25)
Reimburse Funds -- Insurance Claim	6,272.65
Termite Inspection /report	1,120.00
Total expenses	33,360.12
Surplus/Deficit	(10,043.07)
Opening balance	(79.56)
Closing balance	**-$10,122.63**

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Sinking Fund

	Current period 01/03/2023-29/02/2024
Revenue	
Levies --Sinking	5,800.00
Total revenue	5,800.00
Less expenses	
Maint Bldg--Building Improvement	1,237.50
Maint Bldg--Roof	297.33
Total expenses	1,534.83
Surplus/Deficit	4,265.17
Opening balance	14,609.67
Closing balance	**$18,874.84**

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Level 13, 431 King William Street
Adelaide SA 5000

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	68108
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	15/09/2023 to 15/09/2024 at 4:00pm
The Insured	STRATA CORPORATION NO. 5435 INC.
Situation	2 AUGUSTA STREET MAYLANDS SA 5069

Policies Selected

Policy 1 – Insured Property
Building: $2,384,862
Common Area Contents: $5,843
Loss of Rent & Temporary Accommodation (total payable): $357,729

Policy 2 – Liability to Others
Sum Insured: $30,000,000

Policy 3 – Voluntary Workers
Death: $300,000
Total Disablement: $3,000 per week

Policy 4 – Workers Compensation
Not Available

Policy 5 – Fidelity Guarantee
Sum Insured: $250,000

Policy 6 – Office Bearers' Legal Liability
Sum Insured: $5,000,000

Policy 7 – Machinery Breakdown
Sum Insured: $10,000

Policy 8 – Catastrophe Insurance
Sum Insured: $715,458
Extended Cover - Loss of Rent & Temporary Accommodation: $107,318
Escalation in Cost of Temporary Accommodation: $35,772
Cost of Removal, Storage and Evacuation: $35,772

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

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

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Legal Defence Expenses: $100,000

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

Flood Cover is included.

CommunitySure Endorsement

CHU advises that, in line with our underwriting guidelines and your disclosed information and / or your request, the following policy condition applies to the above policy. This policy condition should be read in conjunction with, and as forming part of, your existing policy wording.

Special Benefit 7 of Policy 1 – Insured Property is hereby deleted and replaced with the following:

Fusion of motors
We will pay up to $10,000 for the cost of repairing or replacing an electric motor forming part of Your Insured Property damaged by Fusion.

If the motor forms part of a sealed unit We will also pay for the cost of replacing gas.

If the motor in a sealed unit cannot be repaired or replaced because of the unit's inability to use a different type of refrigerant (a new gas as required by regulation) or parts are no longer available then We will only pay the cost that would have been incurred in repairing a sealed unit in an equivalent modern day appliance. If an equivalent modern day appliance is not available, then one as close as possibly equivalent will be the basis of any claim.

We will not pay for:
a. motors under a guarantee or warranty or maintenance agreement;
b. other parts of any electrical appliance nor for any software;
c. lighting or heating elements, fuses, protective devices or switches;
d. contact at which sparking or arcing occurs in ordinary working

How We will settle Your Fusion claim
We will at Our option repair or replace the Insured Property or pay for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Fusion. We will not make any deduction for Depreciation in respect of parts replaced. We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

Special Benefit 8 of Policy 1 – Insured Property is hereby deleted and replaced with the following:

Environmental improvements
If Damage to Your Insured Property is admitted as a claim under Policy 1 – Insured Property and the cost to rebuild, replace or repair the Damaged portion is more than ten percent (10%) of what the cost would have been had Your Insured Property been totally destroyed We will, in addition to the cost of environmental improvements claimable under Policy 1 – Insured Property, also pay up to $20,000 for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar energy and grey water recycling systems.

Special Benefit 12 of Policy 1 – Insured Property is hereby deleted and replaced with the following:

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Keys, lock replacement
We will pay up to $10,000 for the reasonable costs You necessarily incur in:
a. re-keying or re-coding locks together with replacement keys; or
b. replacing locks with locks of a similar type and quality if they cannot be re-keyed or re-coded;
If the keys to Your Insured Property are stolen as a consequence of forcible entry into or out of:

i. any building forming part of such property;
ii. the premises of a keyholder; or
iii. during the hold-up of a person who normally has the keys in their possession. We will not pay if there are reasonable grounds to believe the keys or codes have been stolen or duplicated by any occupant or previous occupant of Your Insured Property, or by their family or friends.

We will not pay if there are reasonable grounds to believe the keys or codes have been stolen or duplicated by any occupant or previous occupant of Your Insured Property, or by their family or friends.

Special Benefit 13 of Policy 1 – Insured Property is hereby deleted and replaced with the following:

Landscaping
We will pay the lesser of one percent (1%) of the Building Sum Insured under Policy 1 – Insured Property or $100,000, for the reasonable costs You or a Lot Owner necessarily incur in replacing or repairing Damaged trees, shrubs, plants, lawns or rockwork at Your Situation lost or damaged by an Event claimable under Policy 1 – Insured Property.

For fallen trees or branches that have caused Damage to Your Insured Property, We will pay up to $50,000 for the reasonable professional costs You necessarily incur for their removal and disposal.

We will not pay for removal or disposal of trees or branches that have fallen and not Damaged Your Insured Property.

Special Benefit 24 of Policy 1 – Insured Property is hereby deleted and replaced with the following:

Water removal from basement
We will pay up to $5,000 for the reasonable costs You necessarily incur in removing water from the basement or undercroft area of Your Insured Property if such inundation is directly caused by Storm or Rainwater.

We will not pay if the inundation is caused by any other Event that is not claimable under Policy 1 – Insured Property.

The Table of Benefits in Policy 3 – Voluntary Workers is replaced by

	Insured Event	**Benefit**
1.	Death	$300,000
2.	Total and irrecoverable loss of all sight in both eyes	$300,000
3.	Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot	$300,000
4.	Total and permanent loss of the use of one hand or of the use of one foot	$150,000
5.	Total and irrecoverable loss of all sight in one eye	$150,000

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6.a.	Total Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Total Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	$3,000
6.b.	Partial Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Partial Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	$1,500
7.	The reasonable cost of domestic assistance certified by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities – in respect of each week of disablement a weekly benefit not exceeding $750 up to a maximum of:	$7,500
8.	The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury to obtain medical treatment – up to a maximum of:	$3,000
9.	The reasonable cost of home tutorial expenses if the Voluntary Worker is a full time student – in respect of each week of Total Disablement a weekly benefit not exceeding $375 up to a maximum of:	$3,750
10.	The reasonable cost of burial or cremation of a Voluntary up to a maximum of:	$7,500

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

Date Printed 30/09/2023

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