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:

Leisl Kristina Pfeiffer

Address:

PO Box 5126, Murray Bridge South SA 5253

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 3, 1 Barnard Street North Adelaide SA 5006 also known as Unit 3G, 1 Barnard Street North Adelaide SA 5006

being the whole of the land comprised in Certificate of Title Volume 5951 Folio 298 Unit 3 Strata Plan 3928

in the area named North Adelaide, Hundred of Yatala

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:

PO Box 5126, Murray Bridge South SA 5253

(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.

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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~~, Leisl Kristina Pfeiffer

of PO Box 5126, Murray Bridge South SA 5253

being the *vendor(s) / person authorised to act on behalf of the vendor(s) in relation to the transaction state that the Schedule contains all particulars required to be given to you pursuant to section 7(1) of the *Land and Business (Sale and Conveyancing) Act 1994*.

Date:	28/11/2024	Date:	
Signed	DocuSigned by: Leisl Kristina Pfeiffer C8FB70A9710540B...	Signed	
Date:		Date:	
Signed		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: 28/11/2024

Signed: Punke

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

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

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

(section 7(1)(b))

Note -

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

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

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

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

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

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

(b) the mortgage, charge or prescribed encumbrance -

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

(A) under the heading 1. General -

1.1 Mortgage of land

1.4 Lease, agreement for lease, tenancy agreement or licence

1.5 Caveat

1.6 Lien or notice of a lien

(B) under the heading 36. Other charges -

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

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

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

Table of particulars

Column 1	Column 2	Column 3

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

1. General

1.1 Mortgage of land

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

Is this item applicable?

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

Are there attachments?

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

Number of mortgage (if registered):

Name of mortgagee:

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 page 13 of 14 of attached Property Interest Report

Description of land subject to easement:

The Whole of the Land in Certificate of Title Volume 5951 Folio 298

Nature of easement:

Electricity Infrastructure Building Restrictions and Statutory Easements

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?

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? YES

Are there attachments? NO

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

Refer to Tenancy Agreement and Lease Extension

Name of parties:

Landlord: Leisl Pfeiffer

Tenant: Bernadette Fehr

Period of lease, agreement for lease etc:

From 25/08/2017

to 24/08/2025

Amount of rent or licence fee:

$ 390.00 per week (period)

Is the lease, agreement for lease etc in writing?

YES

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 Adelaide Council Searches

Condition(s) of authorisation:

DA/668/2001 Enclose existing carports (6)
Decision Date: 10/10/2001

ST/3/2005 (020/S013/05 - Unique ID 13268) - Strata Titles Boundary Adjustments
Decision Date: 22/06/2005

6. Repealed Act conditions

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

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

Is this item applicable?

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

Are there attachments?

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

Nature of condition(s):

7. Emergency Services Funding Act 1998

7.1 section 16 - Notice to pay levy

Is this item applicable?

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

Are there attachments?

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

Date of notice:

Amount of levy payable:

19. *Land Tax Act 1936*

19.1 Notice, order or demand for payment of land tax

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 Land Tax

Date of notice, order or demand:

18/11/2024

Amount payable (as stated in the notice):

$511.40

20. *Local Government Act 1934* (repealed)

20.1 Notice, order, declaration, charge, claim or demand given or made under the Act

Is this item applicable?

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

Are there attachments?

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

Date of notice, order etc:

Name of council by which, or person by whom, notice, order etc is given or made:

Land subject thereto:

Nature of requirements contained in notice, order etc:

Time for carrying out requirements:

Amount payable (if any):

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: City Living (CL)
Subzones: North Adelaide Low Intensity (NALI)

Overlays: Refer to Council Searches Plan SA Section 7 Report
- Aircraft Noise Exposure (ANEF 25)
- Airport Building Heights (Regulated) (All structures over 110 metres AHD)
- Building Near Airfields
- Design
- Historic Area (Adel3)
- Heritage Adjacency
- Hazards (Flooding - Evidence Required)
- Prescribed Wells Area
- Regulated and Significant Tree
- Stormwater Management
- 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):

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):

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 3928 Inc.

Address of strata corporation: 3/1 Barnard Street, NORTH ADELAIDE

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 the Strata Corporation Searches

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

Refer to the Strata Corporation 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 the Strata Corporation Searches

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

Unit Entitlement: 1518 Total of all unit Entitlements: 10000

[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: Willsmore Paterson Pty Ltd

Address: 162 Grange Road FLINDERS PARK SA 5025

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.

Schedule-Division 3-Community lots and strata units ✓

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

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

Governance

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

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

Use of your property

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

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

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

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments—voting rights

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

Further information

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

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

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

You can also seek advice from a legal practitioner.

ANNEXURES

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

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

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

*(*Strike out whichever is not applicable)*

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1 – VENDOR'S STATEMENT

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

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

Dated this _____ Day of _____ 20

Signed: _____

_____

_____

_____

Purchaser(s)

Form R3

Buyers information notice

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

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

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

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

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

Safety

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

Enjoyment

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

Value

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

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

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

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.

REAL PROPERTY ACT, 1886
South Australia

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

Certificate of Title - Volume 5951 Folio 298

Parent Title(s) CT 5045/605, CT 5045/606, CT 5045/609

Creating Dealing(s) AP 10268355

Title Issued 17/10/2005 **Edition** 5 **Edition Issued** 22/01/2013

Estate Type

FEE SIMPLE (UNIT)

Registered Proprietor

LEISL KRISTINA PFEIFFER
OF 1943 PARRAKIE SOUTH ROAD PARRAKIE SA 5301

Description of Land

UNIT 3 STRATA PLAN 3928
IN THE AREA NAMED NORTH ADELAIDE
HUNDRED OF YATALA

Easements

NIL

Schedule of Dealings

NIL

Notations

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

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

Property Interest Report

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

Title Reference	CT 5951/298	**Reference No.**	2625158
Registered Proprietors	L K*PFEIFFER	**Prepared**	18/11/2024 11:02
Address of Property	Unit 3 G, 1 BARNARD STREET, NORTH ADELAIDE, SA 5006		
Local Govt. Authority	THE CORPORATION OF THE CITY OF ADELAIDE		
Local Govt. Address	GPO BOX 2252 ADELAIDE SA 5001		

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 Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.2	section 50(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.3	section 50(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.4	section 55 - Order to remove or perform work	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
5.5	section 56 - Notice to complete development	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
5.6	section 57 - Land management agreement	Refer to the Certificate of Title
5.7	section 60 - Notice of intention by building owner	Contact the vendor for these details
5.8	section 69 - Emergency order	State Planning Commission in the Department for Housing and Urban Development has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply
5.9	section 71 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any notice affecting this title

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

6. Repealed Act conditions

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

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 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. Code Amendment Adult Entertainment Premises - will investigate locations where "Adult Entertainment Premises" and "Adult Products and Services Premises", as defined in the Planning and Design Code, are either suitable or unsuitable. For more information, visit the Code Amendments webpage on the SA Planning Portal https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800752664. Code Amendment Festival Plaza – The Chief Executive is proposing to review planning policy applying to the Riverbank Precinct in the affected area to ensure the Planning and Design Code suitably aligns with future strategic land use and is capable of delivering desired built form outcomes. The site of the proposed development is located within the City Riverbank Zone. This code amendment reviews the policy of the City Riverbank Zone (Entertainment Subzone) to ensure the most can be made of the site. For more information, visit the Code Amendments webpage on the SA Planning Portal https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800752664. Code Amendment Historic Area Statement Update - The City of Adelaide is proposing to undertake investigations and update the Historic Area Statements within the City of Adelaide. The updates will ensure the statements contain relevant and clear information to enable effective and efficient decision-making by heritage experts and planners during development assessment. No changes to the boundaries of the Historic Areas are proposed. 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 for further information or phone PlanSA 1800 752 664.
29.2	section 127 - Condition (that continues to apply) of a development authorisation *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.3	section 139 - Notice of proposed work and notice may require access	Contact the vendor for these details
29.4	section 140 - Notice requesting access	Contact the vendor for these details
29.5	section 141 - Order to remove or perform work	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.6	section 142 - Notice to complete development	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.7	section 155 - Emergency order	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.8	section 157 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
29.9	section 192 or 193 - Land management agreement	Refer to the Certificate of Title
29.10	section 198(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.11	section 198(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
29.12	Part 16 Division 1 - Proceedings	Contact the Local Government Authority for details relevant to this item also Contact the vendor for other details that might apply
29.13	section 213 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply

29.14	section 214(6), 214(10) or 222 - Enforcement order	Contact the Local Government Authority for details relevant to this item also State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

30. *Plant Health Act 2009*

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

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

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

32. *South Australian Public Health Act 2011*

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

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

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

34. *Water Industry Act 2012*

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

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

35. *Water Resources Act 1997* (repealed)

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

36. Other charges

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

Other Particulars

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.

Product	Check Search
Date/Time	18/11/2024 11:02AM
Customer Reference	225807
Order ID	20241118003478

Certificate of Title

Title Reference: CT 5951/298

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

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

Certificate of Title

Title Reference	CT 5951/298
Status	CURRENT
Easement	NO
Owner Number	16025499
Address for Notices	1943 PARRAKIE SOUTH RD PARRAKIE 5301
Area	NOT AVAILABLE

Estate Type

Fee Simple (Unit)

Registered Proprietor

LEISL KRISTINA PFEIFFER
OF 1943 PARRAKIE SOUTH ROAD PARRAKIE SA 5301

Description of Land

UNIT 3 STRATA PLAN 3928
IN THE AREA NAMED NORTH ADELAIDE
HUNDRED OF YATALA

Last Sale Details

Dealing Reference	TRANSFER (T) 10736249
Dealing Date	27/06/2007
Sale Price	$260,000
Sale Type	TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

NIL

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
022031284*	CURRENT	Unit 3 G, 1 BARNARD STREET, NORTH ADELAIDE, SA 5006

Notations

Dealings Affecting Title

NIL

Notations on Plan

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NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	022031284*
Type	Site & Capital Value
Date of Valuation	01/01/2024
Status	CURRENT
Operative From	01/07/1979
Property Location	Unit 3 G, 1 BARNARD STREET, NORTH ADELAIDE, SA 5006
Local Government	ADELAIDE
Owner Names	LEISL KRISTINA PFEIFFER
Owner Number	16025499
Address for Notices	1943 PARRAKIE SOUTH RD PARRAKIE 5301
Zone / Subzone	CL - City Living \ NALI - North Adelaide Low Intensity
Water Available	Yes
Sewer Available	Yes
Land Use	1320 - Ground Floor Home Unit In A Multi-Storey Block
Description	H/UNIT CPK
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
S3928 UNIT 3	CT 5951/298

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$360,000	$415,000			
Previous	$330,000	$390,000			

Building Details

Valuation Number	022031284*
Building Style	Contemporary

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Year Built	1960
Building Condition	Good
Wall Construction	Rendered
Roof Construction	Steel Decking
Equivalent Main Area	60 sqm
Number of Main Rooms	3

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

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

Date: 21 November 2024

Email: city@cityofadelaide.com.au

CITY OF ADELAIDE

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Dear Sir/Madam,

Land and Business (Sale and Conveyancing) Act – Section 7 enquiries.

I have received your letter requesting information on encumbrances for the property as detailed below:

Title Reference	CT-5951/298
Owner Name	Ms L K Pfeiffer
Address of Property	Ground 3/1 Barnard Street, NORTH ADELAIDE SA 5006

You are advised:

- If there are any encumbrances on this property, they are attached hereto.

In addition:

Please be advised that any rebates which apply to this property may not still be applicable with a change in ownership.

Yours faithfully,

pp
Michael Sedgman
Chief Executive Officer

THE CORPORATION OF THE CITY OF ADELAIDE
LOCAL GOVERNMENT RATES SEARCH

Rates & Property Enquiries: 8203 7203

Email: city@cityofadelaide.com.au

CITY OF ADELAIDE

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

BLACKWOOD & BELAIR CONVEYANCING
PO Box 544, BLACKWOOD SA 5051

Dear Sir/Madam

Certificate in accordance with Section 187 of the Local Government Act.

I have received your request for information on the Premises below.

Date Received	18 November 2024
Receipt Number	6809105
Document Issue Date	21 November 2024
Property Address	Ground 3/1 Barnard Street, NORTH ADELAIDE SA 5006
Property Description	Unit 3 SP 3928
Property Titles	CT-5951/298
Owner of Property	Ms L K Pfeiffer

Local Government Act 1999 [Act]

Liability for rates if land is not rateable for the whole of the financial year

Section 179

(1) If land is rateable for portion, but not for the whole, of a financial year, the land will be subject to rates imposed for the financial year but there will be a proportionate reduction in the amount of rates.
(2) A council may, for the purposes of the operation of subsection (1) in respect of land that becomes rateable after the adoption of valuations by the council for the relevant year, specifically adopt a valuation of the land

Fines for Late Payment:

If an instalment is not received on, or before, the due date (2nd September; 2nd December; 3rd March; 2nd June), a fine of 2% will be applied to the instalment amount in arrears at that time. A further interest levy of 0.76% will also be added to the amount in arrears (including the amount of any previous unpaid fine but excluding interest from any previous month) outstanding at the end of each month thereafter.

Yours faithfully,

pp
Michael Sedgman
Chief Executive Officer

CITY OF ADELAIDE

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Assessment No: 15846 9

Property Location	**Ground 3/1 Barnard Street, NORTH**
Rateable Valuation	$13,200
Arrears	$0.00
Arrears Legal Fees	$0.00
Gross Rates (includes Regional Landscape Levy)	**$1,496.45**
Interest, Current	$0.00
Interest, Arrears	$0.00
Rebates	$0.00
Legal Charges, Current	$0.00
Deferred Debts	$0.00
	$0.00
Paid	$-374.15
Overpayments	$0.00
Refunds	$0.00
Outstanding Balance	**$1,122.30**

Change of Ownership – New Owner Information

Rates & Property Enquiries: 8203 7203

Please fill in the below information or provide to the purchaser to fill in and return to r.mail@cityofadelaide.com.au or to GPO Box 2252 ADELAIDE SA 5001

CITY OF ADELAIDE

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Name: BLACKWOOD & BELAIR CONVEYANCING

Address: PO Box 544, BLACKWOOD SA 5051

File reference:

Phone number:

Certificate of Title:	CT-5951/298
Property Description:	Unit 3 SP 3928
Property Address:	Ground 3/1 Barnard Street, NORTH ADELAIDE SA 5006
Previous Owner: **(Full names)**	Ms L K Pfeiffer
New Owner: **(Titles and full names)**	
New Owner's Postal address for future notices: **(or managing agent)**	
New Owner's Postal address for general mail: (if different to above)	
New Owner's contact phone number(s):	
New Owner's email address:	
Settlement Date:	

This information is provided to the City of Adelaide for local government related purposes and is held in accordance with our privacy policy, available at https://www.cityofadelaide.com.au

PRESCRIBED INFORMATION

Address: ***Ground 3/1 Barnard Street, NORTH ADELAIDE SA 5006*** ***Reference:*** **2001/02370-2**
Alternate:
Certificate of Title: ***CT-5951/298*** ***Dated:*** ***21 November 2024***

Prescribed encumbrance	Other particulars required
Part 1—Items that must be included in statement	
{If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in column 1.}	
Development Act 1993 (repealed)	
Section 42 – Condition (that continues to apply) of a development authorisation	Date of Authorisation: Name of relevant authority that granted authorisation: Condition(s) of authorisation: ***Development Conditions – See Attachment***
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)~~	~~Nature of Condition(s):~~

PRESCRIBED INFORMATION

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 attached PlanSA Section 7 Report** Is there a State heritage place on the land or is the land situated in a State heritage area? *~~YES~~/NO Is the land designated as a local heritage place? *~~YES~~/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? *~~YES~~/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/~~NO~~
Section 127 - Condition (that continues to apply) of a development authorisation	~~Date of authorisation:~~ ~~Name of relevant authority that granted authorisation:~~ ~~Condition(s) of authorisation:~~ **Refer to attached PlanSA Section 7 Report**

Part 2—Items to be included if land affected	
[If an item is not applicable, strike it out or write "NOT APPLICABLE" or "N/A" in column 1, or else omit the items and headings that are not applicable.]	
Development Act 1993	
~~section 50(1)—Requirement to vest land in a council or the Crown to be held as open space~~	~~Date requirement given:~~ ~~Name of body giving requirement:~~ ~~Nature of requirement:~~ ~~Contribution payable (if any):~~
~~section 50(2)—Agreement to vest land in a council or the Crown to be held as open space~~	~~Date of agreement:~~ ~~Names of parties:~~ ~~Terms of agreement:~~ ~~Contribution payable (if any):~~
~~section 55—Order to remove or perform work~~	~~Date of order:~~ ~~Terms of order:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~section 56—Notice to complete development~~	~~Date of notice:~~ ~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~Section 57 – Land management agreement~~	~~Date of agreement:~~ ~~Names of parties:~~ ~~Terms of agreement:~~
~~Section 69 – Emergency Order~~	~~Date of order:~~ ~~Name of authorised officer who made order:~~ ~~Name of authority that appointed authorised officer:~~ ~~Nature of order:~~ ~~Amount payable (if any):~~
~~Section 71 – Fire safety notice~~	~~Date of notice:~~ ~~Name of authorised officer giving notice:~~

	~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~

~~Section 84 – Enforcement notice~~	~~Date notice given:~~ ~~Name of relevant authority giving notice:~~ ~~Nature of directions contained in notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~section 85(6), 85(10) or 106—Enforcement order~~	~~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:~~
~~Part 11 Division 2—Proceedings~~	~~Date of commencement of proceedings:~~ ~~Date of determination or order (if any):~~ ~~Terms of determination or order (if any):~~
Confirmed – Planning/Development Section	
Fire and Emergency Services Act 2005	
~~section 105F (or section 56 or 83 (repealed))—Notice of action required concerning flammable materials on land~~	~~Date of notice:~~ ~~Person or body who issued notice:~~ ~~Requirements of notice (as stated therein):~~ ~~Amount payable (if any):~~
Confirmed – Enforcement/Compliance section:	
Food Act 2001	
~~section 44—Improvement notice~~	~~Date of notice:~~ ~~Name of authorised officer who served notice:~~ ~~Name of authority that appointed officer:~~ ~~Requirements of notice:~~
~~section 46—Prohibition order~~	~~Date of order:~~

	~~Name of authority or person who served order:~~ ~~Requirements of order:~~
Confirmed – Environmental Health section:	
Housing Improvement Act 1940	
~~section 23—declaration that house is undesirable or unfit for human habitation~~	~~Date of declaration:~~ ~~Those particulars required to be provided by a council under section 23:~~
~~Part 7 (rent control for substandard houses) – Notice or declaration~~	~~Date of notice or declaration~~ ~~Those particulars required to be provided by the housing authority under section 60:~~
Confirmed – Building/Development section:	
Land Acquisition Act 1969	
~~Section 10 – Notice of intention to acquire~~	~~Date of notice:~~ ~~Name of Authority who served notice:~~ ~~Description of land intended to be acquired (as described in the notice):~~

PRESCRIBED INFORMATION

Local Government Act 1934 (repealed)	
~~Notice, order, declaration, charge, claim or demand given or made under the Act~~	~~Date of notice, order etc:~~ ~~Name of council by which, or person by whom, notice, order etc is given or made:~~ ~~Land subject thereto:~~ ~~Nature of requirements contained in notice, order etc:~~ ~~Time for carrying out requirements:~~ ~~Amount payable (if any):~~
Local Government Act 1999	
~~Notice, order, declaration, charge, claim or demand given or made under the Act~~	~~Date of notice, order etc:~~ ~~Name of council by which, or person by whom, notice, order etc is given or made:~~ ~~Land subject thereto:~~ ~~Nature of requirements contained in notice, order etc:~~ ~~Time for carrying out requirements:~~ ~~Amount payable (if any):~~
Confirmed – General section:	
Local Nuisance and Litter Control Act 2016	
~~Section 30 – Nuisance or litter abatement notice~~	~~Date of notice:~~ ~~Notice issued by:~~ ~~Nature of requirements contained in notice:~~ ~~Time for carrying out requirements:~~
Planning, Development and Infrastructure Act 2016	
~~section 141 – Order to remove or perform work~~	~~Date of order:~~ ~~Terms of order:~~ ~~Building work (if any) required to be carried out:~~

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
	~~Amount payable (if any):~~
~~section 142 – Notice to complete development~~	~~Date of notice:~~ ~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~section 155 – Emergency order~~	~~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):~~
~~section 157 – Fire safety notice~~	~~Date of notice:~~ ~~Name of authority giving notice:~~ ~~Requirements of notice:~~ ~~Building work (if any) required to be carried out:~~ ~~Amount payable (if any):~~
~~section 192 or 193 – Land management agreement~~	~~Date of agreement:~~ ~~Names of parties:~~ ~~Terms of agreement:~~
~~section 198(1) – Requirement to vest land in a council or the Crown to be held as open space~~	~~Date requirement given:~~ ~~Name of body giving requirement:~~ ~~Nature of requirement:~~ ~~Contribution payable (if any):~~
~~section 198(2) – Agreement to vest land in a council or the Crown to be held as open space~~	~~Date of agreement:~~ ~~Names of parties:~~ ~~Terms of agreement:~~ ~~Contribution payable (if any):~~

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
~~Part 16~~ ~~Division 1 – Proceedings~~	~~Date of commencement of proceedings:~~ ~~Date of determination or order (if any):~~ ~~Terms of determination or order (if any):~~
~~section 213 – Enforcement notice~~	~~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):~~
~~Section 214(6), 214(10) or 222- Enforcement order~~	~~Date order made:~~ ~~Name of court that made order:~~ ~~Action number:~~ ~~Name of parties:~~ ~~Terms of order:~~ ~~Building work (if any) required to be carried out:~~
Confirmed – Building/development section: ……..	

PRESCRIBED INFORMATION

Public and Environmental Health Act 1987 (repealed)	
~~Part 3—Notice~~	~~Date of notice:~~ ~~Name of council or other authority giving notice:~~ ~~Requirements of notice:~~
~~Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2—Condition (that continues to apply) of an approval~~	~~Date of approval:~~ ~~Name of relevant authority that granted the approval:~~ ~~Condition(s) of approval:~~
~~Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19—Maintenance order (that has not been complied with)~~	~~Date of order:~~ ~~Name of authority giving order:~~ ~~Requirements of order:~~
Confirmed – Environmental Health section:	
South Australian Public Health Act 2011	
~~section 92-Notice~~	~~Date of notice:~~ ~~Name of Council or other relevant authority giving notice:~~ ~~Requirements of notice~~
~~South Australian Public Health (Wastewater) Regulations 2013 Part 4-Condition (that continues to apply) of an approval~~	~~Date of approval:~~ ~~Name of person or body that granted the approval:~~ ~~Condition (s) of approval:~~
Confirmed – Health section:	

PRESCRIBED INFORMATION

Other charges	
~~Charge of any kind affecting the land (not included in another item)~~	~~Person or body in whose favour charge exists:~~ ~~Nature of charge:~~ ~~Amount of charge (if known):~~

PRESCRIBED INFORMATION

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....**~~Yes / No~~ / Council holds no record** (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?

*** ~~Yes / No~~ / Council holds no record**

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:.....

.....

.....

Certified – Development Section..... Date.....

PRESCRIBED INFORMATION

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*?

*~~YES~~/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.

Attachment – Development Conditions

BLUE

ADELAIDE CITY COUNCIL

Adelaide City Council
ABN 20 903 762 572
Customer Centre
25 Pirie Street Adelaide
South Australia
GPO Box 2252 Adelaide SA 5001

Enquiries: Catherine Hollingsworth (8203 7207) Mike Chang (8203 7488)
Reference: 2001/02370

Tel 08 8203 7203
Fax 08 8203 7575
Email city@adelaide.sa.gov.au

DECISION NOTIFICATION FORM

FOR DEVELOPMENT APPLICATION DATED 22 August 2001 REGISTERED ON 04 September 2001

DEVELOPMENT NUMBER: DA/668/2001

TO: R A Buchanan
PO BOX 58
ASHTON SA 5137

LOCATION OF PROPOSED DEVELOPMENT: **1-3 Barnard Street, NORTH ADELAIDE SA 5006**

CT: Volume Folio

Nature of Proposed Development: **enclose existing carports (6).**

From **R A Buchanan**

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT STATUS	DATE OF DECISION	NO. OF CONDITIONS
Provisional Development Plan Consent	**Consent**	**10 October 2001**	1
Provisional Building Rules Consent	**Consent**	**10 October 2001**	-
Development Approval	**Approved**	**10 October 2001**	1

~~Details of the building classification and the approved number of occupants under the Building Code are attached~~

~~If representation(s) from third parties concerning your category 3 proposal were received~~

~~If there were third party representations, any consent/approval or consent/approval with conditions does not operate until the periods specified in the Act have expired.~~

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

~~No work can commence on this development unless a Development Approval has been obtained. If one or more consents have been granted on this Notification Form, you must not start any site works or building works or change the use of the land until you have also received notification of a Development Approval.~~

Date of Decision: **10 October 2001**

Signed: Tony A. Olds

Signed: A. Kelly

Date: 10/10/2001

[ ] Development Assessment Commission or delegate
[✓] Council Chief Executive Officer or delegate
[ ] Private Certifier
[2] Sheets Attached

PRESCRIBED INFORMATION

DEVELOPMENT NUMBER
DA/668/2001

FOR DEVELOPMENT APPLICATION: DATED 22 August 2001
REGISTERED ON 04 September 2001

LOCATION OF PROPOSED DEVELOPMENT: 1-3 Barnard Street, NORTH ADELAIDE SA 5006

CT: VOLUME: FOLIO:

CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT ARE AS FOLLOWS:

The development herein granted Provisional Development Plan Consent shall be undertaken in accordance with the plans and details accompanying the application to the satisfaction of Council except where varied by conditions below (if any).

Reason: To ensure that the development is undertaken in accordance with the plans and details submitted.

ADELAIDE CITY COUNCIL

DECISION NOTIFICATION FORM

APPLICATION DATED: **27-Apr-2005** APPLICATION REGISTERED ON: **27-Apr-2005**	FILE REFERENCE: **2001/02370** CONTACT OFFICER: **Robyn Taylor 8203 7792**

Development Application:	ST/3/2005 (020/S013/05 – Unique ID 13268)
Applicant:	NORTH EAST CONVEYANCERS
Nature of Development:	Strata Titles - boundary adjustment
Location:	1-3 Barnard Street, NORTH ADELAIDE SA 5006

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT STATUS	DATE OF DECISION	NO. OF CONDITIONS
Provisional Development Plan Consent	**Granted**	**22 June 2005**	**1**
Strata Title Consent	**Granted**	**22 June 2005**	**0**
Development Approval	**Granted**	**22 June 2005**	**1**

~~Details of the building classification and the approved number of occupants under the Building Code are attached.~~

~~# representation(s) from third parties concerning your category 3 proposal were received.~~

~~If there were third party representations, any consent/approval or consent/approval with conditions does not operate until the periods specified in the Act have expired.~~

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

No work can commence on this development unless a Development Approval has been obtained. If one or more consents have been granted on this Notification Form, you must not start any site works or building works or change the use of the land until you have also received notification of a Development Approval.

Date of Decision: 22-Jun-2005

Signed: .....

Date: 27/6/2005

[ ] Development Assessment Commission or delegate

[✓] Council Chief Executive Officer or delegate

[ ] Private Certifier

[3] Sheets Attached

CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT

Development Application: ST/3/2005 (020/S013/05 – Unique ID 13268)
Applicant: NORTH EAST CONVEYANCERS
Location: 1-3 Barnard Street, NORTH ADELAIDE SA 5006

---

1. **The development granted Development Approval shall be undertaken in accordance with the plans and details submitted to the satisfaction of Council except where varied by conditions below (if any).**

Reason: To ensure that the development is undertaken in accordance with the amended

CONDITIONS OF LAND DIVISION (COMMUNITY TITLE) CONSENT

Development Application: ST/3/2005 (020/S013/05 – Unique ID 13268)
Applicant: NORTH EAST CONVEYANCERS
Location: 1-3 Barnard Street, NORTH ADELAIDE SA 5006

Nil

Data Extract for Section 7 search purposes

Valuation ID 022031284*

Data Extract Date: 19/11/2024

Parcel ID: S3928 U3

Certificate Title: CT5951/298

Property Address: UNIT 3 G 1 BARNARD ST NORTH ADELAIDE SA 5006

Zones
City Living (CL)

Subzones
North Adelaide Low Intensity (NALI)

Zoning overlays

Overlays
Aircraft Noise Exposure (ANEF 25)

The Aircraft Noise Exposure Overlay seeks to ensure development sensitive to aircraft noise is designed to minimise noise intrusion and provide appropriate interior acoustic amenity.

Airport Building Heights (Regulated) (All structures over 110 metres AHD)

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.

Building Near Airfields

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

Design

The Design Overlay seeks to ensure significant development positively contributes to the liveability, durability and sustainability of the built environment through high-quality design.

Historic Area (Adel3)

The Historic Area Overlay aims to reinforce historic themes and characteristics through conservation, contextually responsive development, design and adaptive reuse that responds to the attributes expressed in the Historic 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.

PRESCRIBED INFORMATION

Hazards (Flooding - Evidence Required)

The Hazards (Flooding - Evidence Required) Overlay adopts a precautionary approach to mitigate potential impacts of potential 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.

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

PRESCRIBED INFORMATION

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

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: 2625158

DATE OF ISSUE
22/11/2024

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

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

OWNERSHIP NUMBER
16025499

OWNERSHIP NAME
L K PFEIFFER

PROPERTY DESCRIPTION
3 / 1 BARNARD ST / NORTH ADELAIDE SA 5006

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
022031284*	CT 5951/298	$415,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2024-2025

FIXED CHARGE	**$**	50.00
+ VARIABLE CHARGE	**$**	156.35
- REMISSION	**$**	96.30
- CONCESSION	**$**	0.00
+ ARREARS / - PAYMENTS	**$**	-110.05
= AMOUNT PAYABLE	**$**	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 **16/02/2025**

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

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

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

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

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

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2625158

DATE OF ISSUE
18/11/2024

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

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

OWNERSHIP NAME
L K PFEIFFER

FINANCIAL YEAR
2024-2025

PROPERTY DESCRIPTION
3 / 1 BARNARD ST / NORTH ADELAIDE SA 5006

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
022031284*	CT 5951/298	$360,000.00	0.0000 HA

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

CURRENT TAX	**$**	511.40	**SINGLE HOLDING**	**$**	0.00
- DEDUCTIONS	**$**	0.00			
+ ARREARS	**$**	0.00			
- PAYMENTS	**$**	0.00			
= AMOUNT PAYABLE	**$**	**511.40**			

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 **16/02/2025**

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

OWNERSHIP NUMBER
16025499

OWNERSHIP NAME
L K PFEIFFER

ASSESSMENT NUMBER
022031284*

AMOUNT PAYABLE
$511.40

AGENT NUMBER
100019894

AGENT NAME
FORM ONE ADELAIDE PTY LTD

PAYABLE ON OR BEFORE
16/02/2025

+80013728790012> +000927+ <0550553151> <0000051140> +444+

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

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

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
022031284*	CT5951298	19/11/2024	7745	2625158

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: LK PFEIFFER
Location: U3 1 BARNARD ST NORTH ADELAIDE UNIT3 S3928
Description: H/UNIT CPK
Capital Value: $ 415 000
Rating: Residential

Periodic charges

Raised in current years to 31/12/2024

			$
		Arrears as at: 30/6/2024 :	0.00
Water main available:	1/7/1979	Water rates :	157.20
Sewer main available:	1/7/1979	Sewer rates :	173.90
		Water use :	126.96
		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 :	458.06CR
		Balance outstanding :	0.00

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

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

This account has no meter of its own but is supplied from account no 02 20312 77 8.

The Water Use apportionment option is Even.

The apportionment percentage for this account is 16.66%.

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

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

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

South Australian Water Corporation

Name:
LK PFEIFFER

Water & Sewer Account
Acct. No.: 022031284* Amount: _____

Address:
U3 1 BARNARD ST NORTH ADELAIDE
UNIT3 S3928

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	022031284*

Biller code: 8888
Ref: 02203128410

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

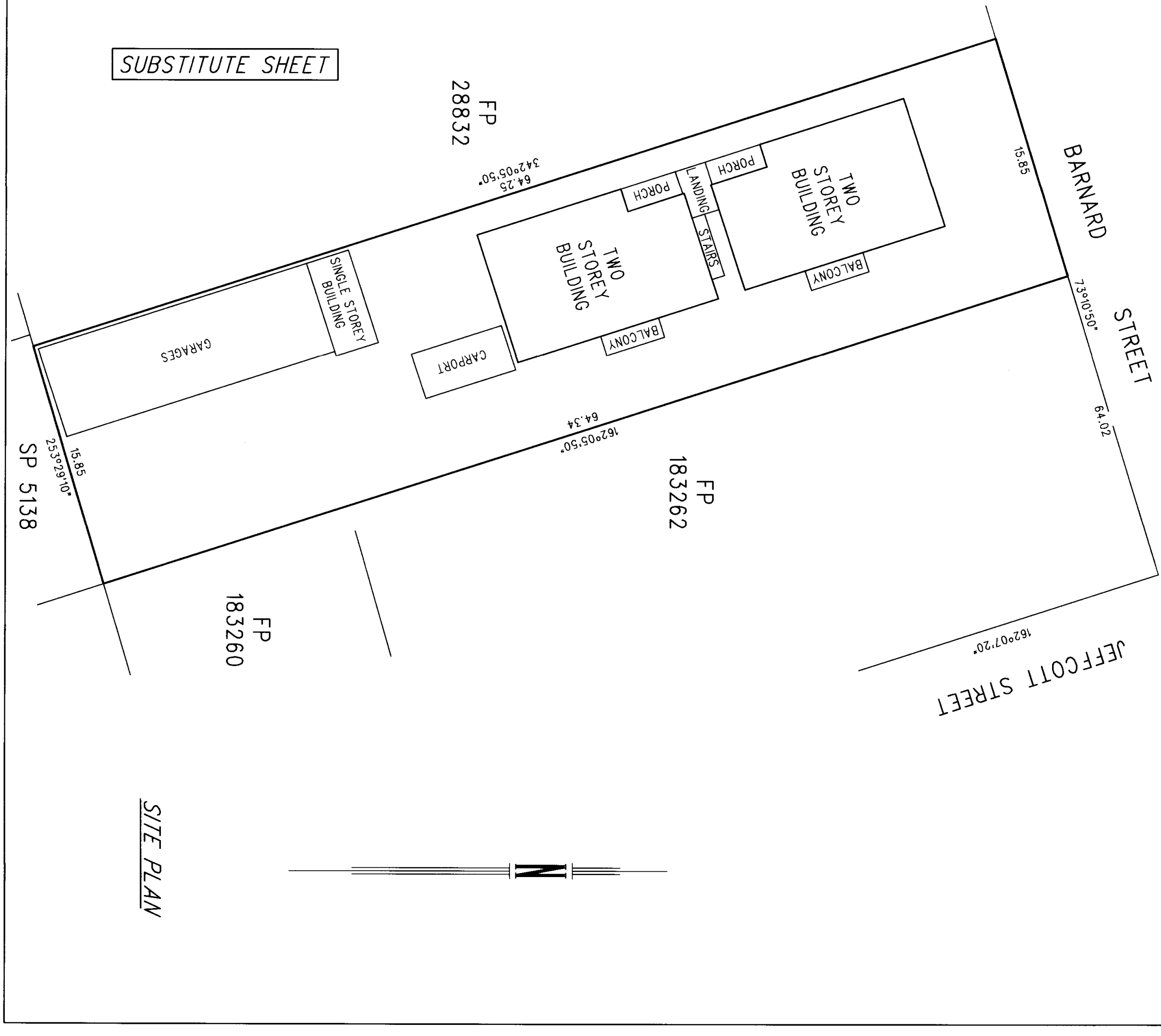
Pay online at www.sawater.com.au/paynow for a range of options. Have your account number and credit card details to hand.

Paying by phone

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

SA Water account number: 022031284*

SUBSTITUTE SHEET



SITE PLAN

STRATA PLAN NUMBER

SP 3928

THIS IS SHEET 1 OF 4 SHEETS

DEPOSITED 23 / 10 / 1978

B.F.

PRO REGISTRAR GENERAL

MAP REFERENCE 6628-41-d

TITLE REFERENCE CT 2479/193

O.B./LAST PLAN REF. FP 28832 | TOTAL AREA 1019m²

HUNDRED YATALA

AREA NORTH ADELAIDE

COUNCIL CITY OF ADELAIDE

PART TOWN ACRE 794

SCALE 0 5 10 15 20 METRES

ANNOTATIONS

SECOND SCHEDULE

CERTIFICATE OF A LICENSED SURVEYOR RELATING TO THE AMENDMENT OF A DEPOSITED STRATA PLAN

I, GARY WILLIAM NICHOLS, A LICENSED SURVEYOR UNDER THE SURVEY ACT, 1992, CERTIFY THAT THIS PLAN CORRECTLY DELINEATES THE UNITS, COMMON PROPERTY AND BUILDINGS ON THE LAND COMPRISED IN THE PLAN.

DATED THIS 4th DAY OF MARCH 2005

LICENSED SURVEYOR

FOR CERTIFICATE BY SURVYOR UNDER THE FIRST SCHEDULE OF REGULATIONS SEE AMENDED ORIGINAL.

I, ...
a licensed surveyor under the Survey Act, 1992, certify:-

(a) that this plan correctly delineates the boundaries of the land comprised in the plan and all units, unit subsidiaries, common property and other buildings shown on the plan;

(b) that this plan is correct for the purpose of the Strata Titles Act, 1988, and regulations.

Dated this.....day of.....20

.....
Licensed Surveyor

JOHN C BESTED & ASSOC PTY LTD
ABN 23 007 916 814
SURVEYING & PLANNING CONSULTANTS
362 MAGILL ROAD KENSINGTON PARK 5068
PHONE (08) 8332 7111 FAX (08) 8364 1829
email surveyors@johnbested.com.au

REFERENCE No.	DRAWING No.	VERSION No.
12000	12000-STRATA	1

SUBSTITUTE SHEET

STRATA PLAN NUMBER

SP 3928

THIS IS SHEET 2 OF 4 SHEETS

DEPOSITED 23 / 10 / 1978

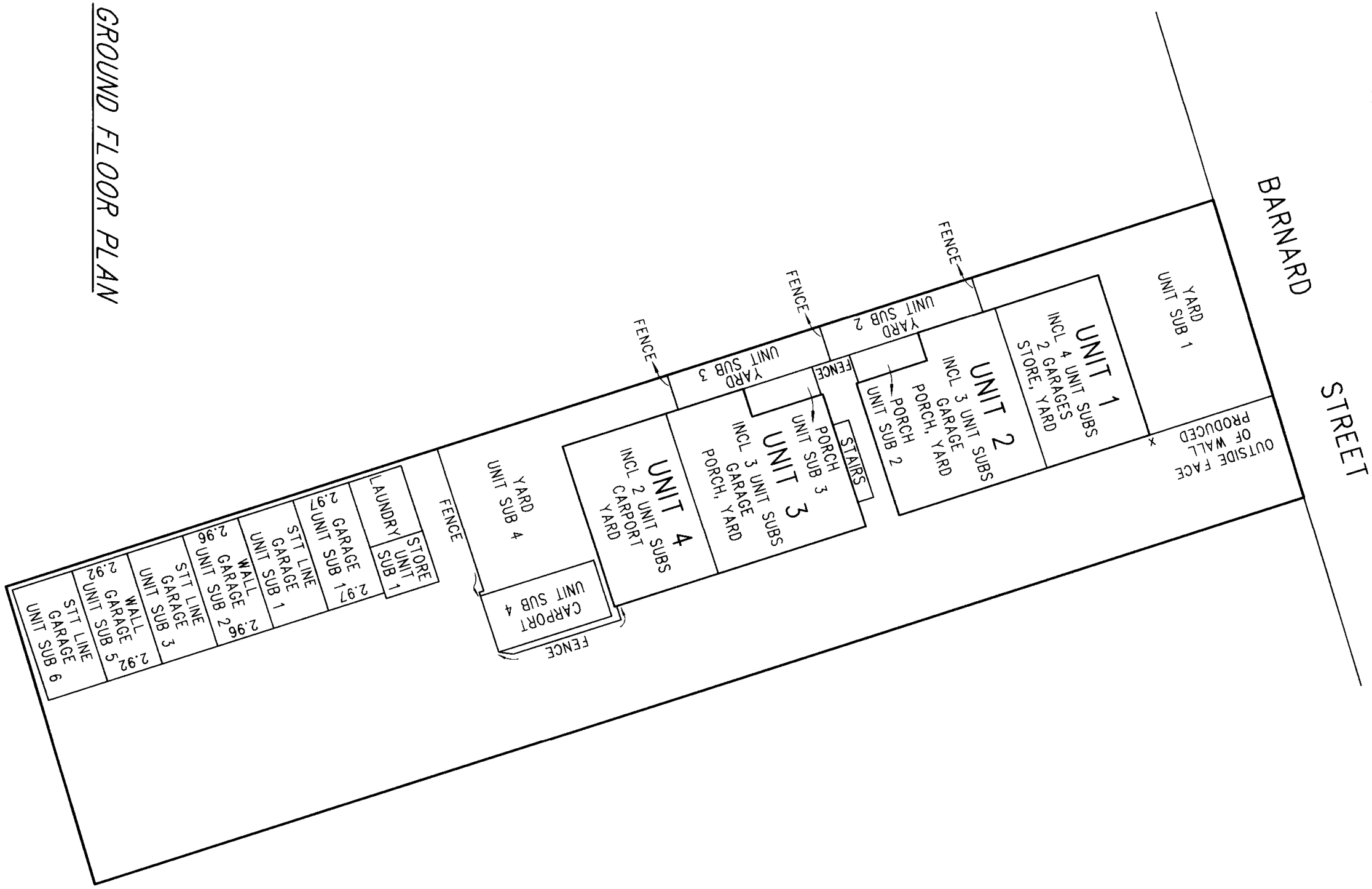
B.F.

MAP REFERENCE 6628-41-d

COUNCIL CITY OF ADELAIDE

SCALE 0 5 10 15 20 METRES

GROUND FLOOR PLAN



ANNOTATIONS

THE LOWER AND UPPER BOUNDARIES OF A UNIT SUBSIDIARY SHOWN AS YARD ARE 0.30 METRES BELOW EXISTING GROUND LEVEL AND 3.00 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 3.00 METRES.

SECOND SCHEDULE

CERTIFICATE OF A LICENSED SURVEYOR RELATING TO THE AMENDMENT OF A DEPOSITED STRATA PLAN

I, GARY WILLIAM NICHOLS, A LICENSED SURVEYOR UNDER THE SURVEY ACT, 1992, CERTIFY THAT THIS PLAN CORRECTLY DELINEATES THE UNITS, COMMON PROPERTY AND BUILDINGS ON THE LAND COMPRISED IN THE PLAN.

DATED THIS 4th DAY OF MARCH 2005

LICENSED SURVEYOR

JOHN C BESTED & ASSOC PTY LTD
ABN 23 007 916 814
SURVEYING & PLANNING CONSULTANTS
362 MAGILL ROAD KENSINGTON PARK 5068
PHONE (08) 8332 7111 FAX (08) 8364 1829
email surveyors@johnbested.com.au

REFERENCE No.	DRAWING No.	VERSION No.
12000	12000-STRATA	1

JCBA-5

SUBSTITUTE SHEET

STRATA PLAN NUMBER

SP 3928

THIS IS SHEET 3 OF 4 SHEETS

DEPOSITED 23 / 10 / 1978

B.F.

MAP REFERENCE 6628-41-d

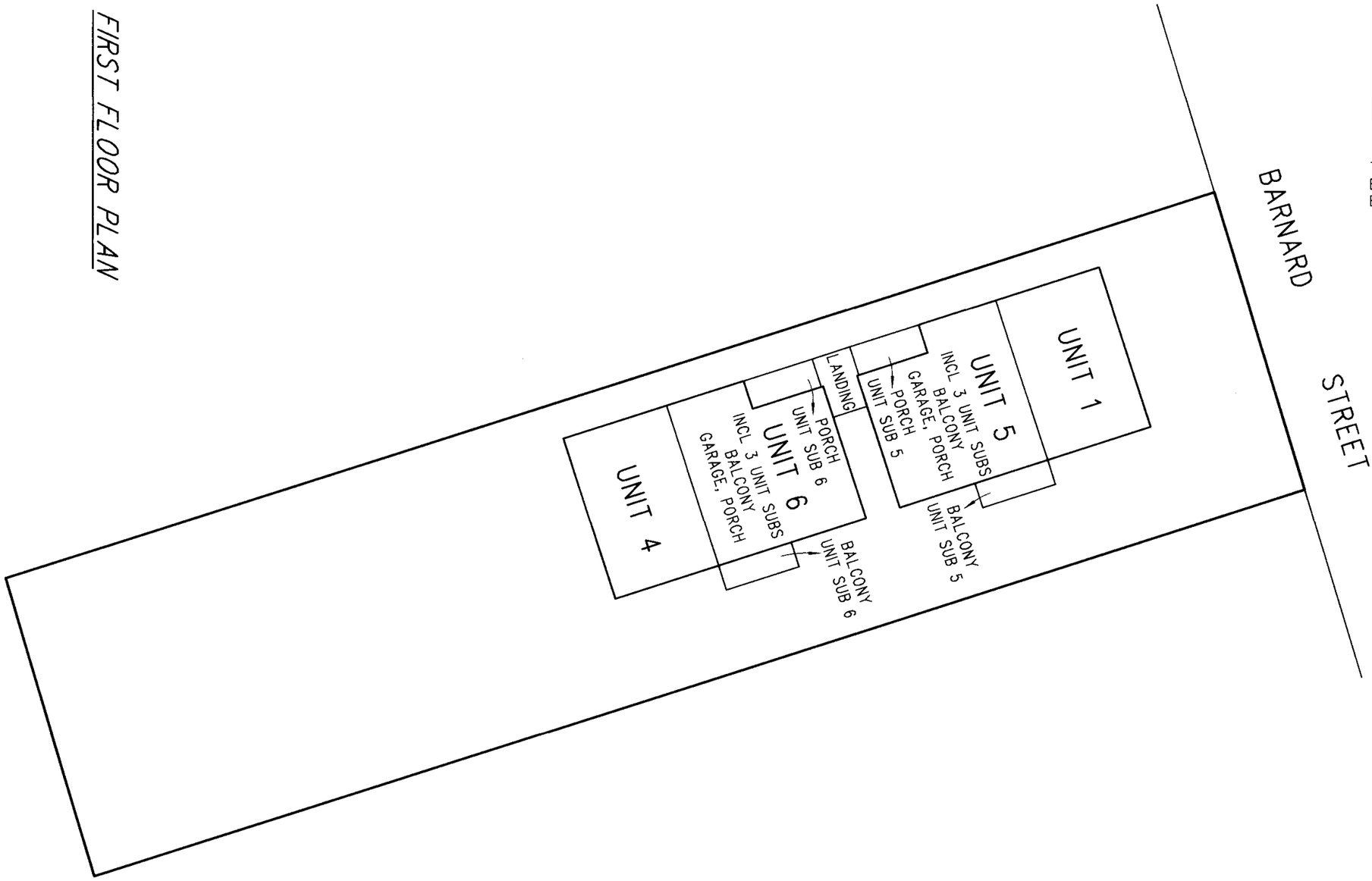
COUNCIL CITY OF ADELAIDE

SCALE METRES
0 5 10 15 20

ANNOTATIONS

THE UPPER BOUNDARY OF A UNIT SUBSIDIARY SHOWN AS BALCONY IS LIMITED TO A HORIZONTAL PLANE 0.15 METRES BELOW THE LEVEL OF THE EXISTING EAVES.

FIRST FLOOR PLAN



SECOND SCHEDULE

CERTIFICATE OF A LICENSED SURVEYOR RELATING TO THE AMENDMENT OF A DEPOSITED STRATA PLAN

I, GARY WILLIAM NICHOLS, A LICENSED SURVEYOR UNDER THE SURVEY ACT, 1992, CERTIFY THAT THIS PLAN CORRECTLY DELINEATES THE UNITS, COMMON PROPERTY AND BUILDINGS ON THE LAND COMPRISED IN THE PLAN.

DATED THIS 4th DAY OF MARCH 2005

LICENSED SURVEYOR

JOHN C BESTED & ASSOC PTY LTD
ABN 23 007 916 814
SURVEYING & PLANNING CONSULTANTS
362 MAGILL ROAD KENSINGTON PARK 5068
PHONE (08) 8332 7111 FAX (08) 8364 1829
email surveyors@johnbested.com.au

REFERENCE No.	DRAWING No.	VERSION No.
12000	12000-STRATA	1

Application No. 4273004
AMENDED VIDE AP 10268355

SUBSTITUTE SHEET

STRATA PLAN NUMBER

SP 3928

DEPOSITED 23/10/1978

PRO REGISTRAR-GENERAL

THIS IS SHEET 4 OF 4 SHEETS

SCHEDULE OF UNIT ENTITLEMENTS

UNIT NO.	UNIT ENTITLEMENT	UNIT NO.	UNIT ENTITLEMENT	UNIT NO.	UNIT ENTITLEMENT
1	2084				
2	1518				
3	1518				
4	1912				
5	1484				
6	1484				
				AGGREGATE	
				ROAD OR RESERVE ALLOTMENTS	
AGGREGATE	10000	AGGREGATE			

STATEMENT PURSUANT TO SECTION 41 (Strata Titles Act 1988(as amended))

REQUESTED BY: Form 1 Adelaide
EMAIL: form1@form1adelaide.com.au

RE: CORPORATION 3928
UNIT NUMBER & ADDRESS: 3 / 1 Barnard Street, NORTH ADELAIDE

OWNER(S): Roundhill Rentals Pty Ltd

PART 1: FINANCIAL DETAILS

1.1 LOT ENTITLEMENT: 1518

1.2 MAINTENANCE CONTRIBUTIONS

Fund	Amount	Paid To	Frequency
Admin	$341.87	31/12/2024	Quarterly
Sinking	$129.03	31/12/2024	Quarterly

1.3 ARREARS

Standard Levies Due as at 21/11/2024 $0.00

Amount Due $0.00

EXPENDITURE BY THE STRATA CORPORATION

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

(b) Resolved by the Corporation to incur, to which the unit holder must or is likely to be required to contribute: **NIL**

1.5 ASSETS AND LIABILITIES OF THE CORPORATION

(a) Fund Name: **ITF SP 3928**
(b) Held at: **Macquarie Bank**
(c) Cash at Bank: **$10,039.78**
(d) Amount committed to expense: **NIL**
(e) Amount earmarked for future expenses: **NIL**
(f) Particulars of other assets. All those defined as common property upon the land: **NIL**
(g) Amount held in external account: **NIL**
(h) Liabilities (excluding those above as described in 1.2 herein): **NIL**

Water Payment Method: Owners pay individually

PART 2: INSURANCE Insurer: CHU Underwriting Agencies Pty Ltd

Type of Cover	Sum Insured	Policy Number	Excess	Expiry Date
Building/Common Property	$1,880,000.00	72005	Excess: $1,000.00	12/08/2025
Loss of Rent/Temp Accommodation	$282,000.00		Excess: $1,000.00	
Common Area Contents	$5,618.00		Excess: $1,000.00	
Public Liability	$10,000,000.00			
Voluntary Workers	$200,000.00			
Fidelity	$100,000.00			
Office Bearers	$500,000.00			
Government Audit Costs	$25,000.00			
Appeals Expenses	$100,000.00			
Legal Expenses	$50,000.00		Excess: $1,000.00	
Lot Owners Fixtures & Improvements	$250,000.00			

PART 3: DOCUMENTS SUPPLIED

(a) Minutes of General & Committee Meetings of the Corporation for the last two years.

(b) Details of any special or unanimous resolutions affecting the unit or common property passed in the last five years (excluding those contained in (a) above)

(c) Statement of Accounts of the Corporation last prepared

(d) The Articles now in force

(e) All current policies of insurance taken out by the Corporation

(f) The Corporation Plan

(g) The Corporation Bylaws

PART 4: DOCUMENT INSPECTION

The Corporation's records are available for inspection at WILLSMORE PATERSON PTY LTD, PO BOX 1076 FLINDERS PARK SA 5025 on any working day between 10am and 4pm. Phone 08 8340 2929 to make an appointment.

Statement dated: 21/11/2024
Signed for and on behalf of: Corporation 3928

Ian Willsmore Strata Management Willsmore Paterson Pty Ltd

Please note: Conveyancer's attention is drawn to the following:

The Strata Titles Act requires that:

1.1 (schedule 3 pt 12) "A unit holder must immediately notify the Corporation of:
(a) Any change in the ownership of the unit, or change in the address of the owner
(b) Any change in the occupancy of the unit" (eg. Tenants)

1.2 (section 27 (5)) "The Corporation may recover an unpaid contribution (and any interest on any such contribution) such as 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)" i.e. the new owner will have to pay any outstandings if you do not adjust them at settlement.

1.3 This statement is issued on the basis that any payment by the unit holder by cheque or other instrument will be honoured at the first presentation, i.e. if the cheque bounces, the owners financial details in 1.2/1.3 on page 1 will be wrong.

This statement does not take into account any decisions or transactions of the corporation at or subsequent to the issue of this statement.

WILLSMORE PATERSON PTY LTD
ABN 46101290439

P.O. BOX 1076
FLINDERS PARK SA 5025
Phone: 08 8340 2929

strata@willsmorepaterson.com.au

PLEASE COMPLETE AND RETURN WHEN SETTLEMENT IS FINALISED
ANY OUTSTANDING ACCOUNTS MUST BE FINALISED AT SETTLEMENT

UNIT OWNER UPDATE

(To be filled in only for new owners)
3928, 3/ 1 Barnard Street, NORTH ADELAIDE

SETTLEMENT DATE: ____/____/_____
UNIT OWNERS NAME: _____
UNIT OWNERS ADDRESS: _____
DATE & PLACE OF BIRTH: _____

CONTACT DETAILS: HOME:_____ WORK:_____

MOBILE:_____ EMAIL:_____

CORRESPONDENCE TO OWNER/AGENT ACCOUNTS TO OWNER/AGENT
(please circle)

Will this unit be rented YES/NO, if Yes then please complete the details below

RENTAL MANAGER/AGENTS _____
(if applicable) _____
ADDRESS: _____
CONTACT PERSON: _____

CONTACT DETAILS: HOME:_____ WORK:_____

MOBILE:_____ EMAIL:_____

TENANT NAMES: _____
CONTACT DETAILS: HOME:_____ WORK:_____

MOBILE:_____ EMAIL:_____

CONVEYANCER ACTING ON BEHALF OF VENDOR: _____

CONVEYANCER ACTING ON BEHALF OF PURCHASER: _____

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

Willsmore Paterson Pty Ltd
162 Grange Road FLINDERS PARK SA 5025 ABN: 46 101 290 439
Ph: 08 8340 2929 Email: strata@willsmorepaterson.com.au

Balance Sheet - S/Corp 3928
1 BARNARD STREET, NORTH ADELAIDE, SA 5006
For the Financial Period 29/03/2023 to 28/03/2024

	Administrative	Sinking	TOTAL THIS YEAR
Assets			
Cash At Bank			
ITF SP 3928	$2,679.91	$10,181.31	$12,861.22
Total Assets	**$2,679.91**	**$10,181.31**	**$12,861.22**
Liabilities			
Paid in Advance	$1,479.65	$558.45	$2,038.10
Total Liabilities	**$1,479.65**	**$558.45**	**$2,038.10**
Net Assets	**$1,200.26**	**$9,622.86**	**$10,823.12**
Owners Funds			
Opening Balance	$2,452.08	$8,222.86	$10,674.94
Fund Transfer	$2,000.00	$(2,000.00)	$0.00
Net Income For The Period	$(3,251.82)	$3,400.00	$148.18
Total Owners Funds	**$1,200.26**	**$9,622.86**	**$10,823.12**

Lot Positions Report - S/Corp 3928
1 BARNARD STREET, NORTH ADELAIDE, SA 5006
For the Financial Period 29/03/2023 to 28/03/2024

Administrative Fund

Lot#	Unit#	Owner Name	Opening Balance		Levied	Special Levy	Paid	Closing Balance		Interest Paid
1	1	Mr J D Groffen	$469.36	CR	$1,877.44	$0.00	$1,877.44	$469.36	CR	$0.00
2	2	Helen Varney	$0.00		$1,367.48	$0.00	$1,367.48	$0.00		$0.00
3	3	Roundhill Rentals Pty Ltd	$341.87	CR	$1,367.48	$0.00	$1,367.48	$341.87	CR	$0.00
4	4	Pamela Schwarz	$0.00		$1,722.52	$0.00	$1,722.52	$0.00		$0.00
5	5	Robert & Allison Schmidt	$0.00		$1,336.84	$0.00	$1,671.05	$334.21	CR	$0.00
6	6	N & R Arbon ATF The Arbon Family Trust	$334.21	CR	$1,336.84	$0.00	$1,336.84	$334.21	CR	$0.00
Administrative Fund Totals			**$-1,145.44**		**$9,008.60**	**$0.00**	**$9,342.81**	**$-1,479.65**		**$0.00**
							Administrative Fund Arrears	**$0.00**		
							Administrative Fund Advances	**$1,479.65**		

Lot Positions Report - S/Corp 3928
1 BARNARD STREET, NORTH ADELAIDE, SA 5006
For the Financial Period 29/03/2023 to 28/03/2024

Sinking Fund

Lot#	Unit#	Owner Name	Opening Balance		Levied	Special Levy	Paid	Closing Balance		Interest Paid
1	1	Mr J D Groffen	$177.14	CR	$708.56	$0.00	$708.56	$177.14	CR	$0.00
2	2	Helen Varney	$0.00		$516.12	$0.00	$516.12	$0.00		$0.00
3	3	Roundhill Rentals Pty Ltd	$129.03	CR	$516.12	$0.00	$516.12	$129.03	CR	$0.00
4	4	Pamela Schwarz	$0.00		$650.08	$0.00	$650.08	$0.00		$0.00
5	5	Robert & Allison Schmidt	$0.00		$504.56	$0.00	$630.70	$126.14	CR	$0.00
6	6	N & R Arbon ATF The Arbon Family Trust	$126.14	CR	$504.56	$0.00	$504.56	$126.14	CR	$0.00
Sinking Fund Totals			**$-432.31**		**$3,400.00**	**$0.00**	**$3,526.14**	**$-558.45**		**$0.00**
							Sinking Fund Arrears	**$0.00**		
							Sinking Fund Advances	**$558.45**		

Cash Management Report - S/Corp 3928
1 BARNARD STREET, NORTH ADELAIDE, SA 5006

For the period 29/03/2023 to 28/03/2024

Levy Income - Consolidated

Lot	Owner Name	Bal Bfwd 29/03/2023	Levies Due this period	Special Levy	Paid this period	Discount Amounts	Closing Balance	Interest Due
1	Mr J D Groffen	$646.50CR	$2,586.00	$0.00	$2,586.00	$0.00	$646.50CR	$0.00
2	Helen Varney	$0.00	$1,883.60	$0.00	$1,883.60	$0.00	$0.00CR	$0.00
3	Roundhill Rentals Pty Ltd	$470.90CR	$1,883.60	$0.00	$1,883.60	$0.00	$470.90CR	$0.00
4	Pamela Schwarz	$0.00	$2,372.60	$0.00	$2,372.60	$0.00	$0.00CR	$0.00
5	Robert & Allison Schmidt	$0.00	$1,841.40	$0.00	$2,301.75	$0.00	$460.35CR	$0.00
6	N & R Arbon ATF The Arbon Family Trust	$460.35CR	$1,841.40	$0.00	$1,841.40	$0.00	$460.35CR	$0.00
Owner Totals - Consolidated		**$1,577.75CR**	**$12,408.60**	**$0.00**	**$12,868.95**	**$0.00**	**$2,038.10CR**	**$0.00**

Administrative Fund - Other Receipts - Consolidated

Fund Transfer

Date	Reference	Received From	Details	Amount
23/11/2023	28	Bank Adjustment	Funds Shortfall	$500.00
03/08/2023	26	Bank Adjustment	Funds shortfall - Hedge Man	$1,500.00
			Total Fund Transfer	**$2,000.00**
			Total for Administrative Fund - Other Receipts	**$2,000.00**

Administrative Fund - Payments - Consolidated

Building Maintenance

Date	Reference	Payee	Details	Amount
04/10/2023	D/D#384	ACCOUNTABLE PROPERTY MAINTENANCE	Replace 3m fascia & scotia & paint	$1,188.00
			Total Building Maintenance	**$1,188.00**

Disbursements

Date	Reference	Payee	Details	Amount
14/03/2024	D/D#403	WILLSMORE PATERSON PTY LTD	DISBURSEMENTS (01/03/2024 - 31/03/2024)	$7.92
12/02/2024	D/D#400	WILLSMORE PATERSON PTY LTD	DISBURSEMENTS (01/02/2024 - 29/02/2024)	$7.92
07/01/2024	D/D#394	WILLSMORE PATERSON PTY LTD	DISBURSEMENTS (01/12/2023 - 31/12/2023)	$7.92
07/01/2024	D/D#395	WILLSMORE PATERSON PTY LTD	DISBURSEMENTS (01/01/2024 - 31/01/2024)	$7.92
22/11/2023	D/D#391	WILLSMORE PATERSON PTY LTD	DISBURSEMENTS (01/11/2023 - 30/11/2023)	$7.92
09/11/2023	D/D#390	WILLSMORE PATERSON PTY LTD	DISBURSEMENTS (01/10/2023 - 31/10/2023)	$7.92
05/10/2023	D/D#385	WILLSMORE PATERSON PTY LTD	DISBURSEMENTS (01/09/2023 - 30/09/2023)	$7.92
31/08/2023	D/D#382	WILLSMORE PATERSON PTY LTD	DISBURSEMENTS (01/08/2023 - 31/08/2023)	$7.92
01/08/2023	D/D#378	WILLSMORE PATERSON PTY LTD	DISBURSEMENTS (01/07/2023 - 31/07/2023)	$7.92
08/06/2023	D/D#373	WILLSMORE PATERSON PTY LTD	DISBURSEMENTS (01/06/2023 - 30/06/2023)	$7.92
05/05/2023	D/D#371	WILLSMORE PATERSON PTY LTD	DISBURSEMENTS (01/05/2023 - 31/05/2023)	$7.92
17/04/2023	D/D#368	WILLSMORE PATERSON PTY LTD	DISBURSEMENTS (01/04/2023 - 30/04/2023)	$7.92
			Total Disbursements	**$95.04**

Electricity

Date	Reference	Payee	Details	Amount
18/01/2024	398	ORIGIN ENERGY LIMITED	29/9-1/1	$254.24
19/10/2023	387	ORIGIN ENERGY LIMITED	4/7-28/9	$304.15
13/07/2023	374	ORIGIN ENERGY LIMITED	24/3-3/7	$304.34
20/04/2023	369	ORIGIN ENERGY LIMITED	31/12-23/3	$196.70
			Total Electricity	**$1,059.43**

Cash Management Report - S/Corp 3928
1 BARNARD STREET, NORTH ADELAIDE, SA 5006

For the period 29/03/2023 to 28/03/2024

Administrative Fund - Payments - Consolidated (Continued)

General Expenses

Date	Reference	Payee	Details	Amount
23/11/2023	D/D#392	GOLDLINE APPLIANCES	Attend dryer	$173.80
06/10/2023	D/D#386	GOLDLINE APPLIANCES	Attend dryer	$132.00
24/08/2023	D/D#381	ACCOUNTABLE PROPERTY MAINTENANCE	Lock box supply & install	$143.00
			Total General Expenses	**$448.80**

Grounds Maintenance

Date	Reference	Payee	Details	Amount
14/03/2024	D/D#402	PETER PETRENKO	Grounds inc lawns & tree pruning 7/3	$67.50
22/02/2024	D/D#401	PETER PETRENKO	Grounds inc lawns & cleaning 22/2	$115.00
01/02/2024	D/D#399	PETER PETRENKO	Lawns & cleaning 23/1	$115.00
10/01/2024	D/D#396	PETER PETRENKO	Lawns & cleaning 29/12	$115.00
15/12/2023	D/D#393	PETER PETRENKO	Weeds, cleaning & lawns 10/12	$145.00
02/11/2023	D/D#389	PETER PETRENKO	Grounds inc lawns 29/10	$115.00
27/10/2023	D/D#388	PETER PETRENKO	Lawns 8/10	$115.00
06/09/2023	D/D#383	PETER PETRENKO	Grounds inc lawns 2/9	$115.00
03/08/2023	D/D#379	THE HEDGE MAN PTY LTD	Trim ivy & wisteria hedge	$1,008.70
03/08/2023	D/D#380	PETER PETRENKO	Lawns & grounds cleaning 27/7	$115.00
13/07/2023	D/D#376	PETER PETRENKO	Lawns & cleaning 29/6	$115.00
11/05/2023	D/D#372	PETER PETRENKO	Grounds inc lawns 8/5	$155.00
20/04/2023	D/D#370	PETER PETRENKO	Lawns & fit steel drain plate	$145.00
30/03/2023	D/D#367	PETER PETRENKO	Lawns & yard cleaning 24/3	$120.00
			Total Grounds Maintenance	**$2,561.20**

Insurance - Premium

Date	Reference	Payee	Details	Amount
20/07/2023	D/D#377	CHU UNDERWRITING AGENCIES PTY LTD	Insurance 12/08/2023-12/08/2024	$4,578.60
			Total Insurance - Premium	**$4,578.60**

Management Fee

Date	Reference	Payee	Details	Amount
14/03/2024	D/D#403	WILLSMORE PATERSON PTY LTD	Management Fee (01/03/2024 - 31/03/2024)	$112.50
12/02/2024	D/D#400	WILLSMORE PATERSON PTY LTD	Management Fee (01/02/2024 - 29/02/2024)	$112.50
07/01/2024	D/D#394	WILLSMORE PATERSON PTY LTD	Management Fee (01/12/2023 - 31/12/2023)	$112.50
07/01/2024	D/D#395	WILLSMORE PATERSON PTY LTD	Management Fee (01/01/2024 - 31/01/2024)	$112.50
22/11/2023	D/D#391	WILLSMORE PATERSON PTY LTD	Management Fee (01/11/2023 - 30/11/2023)	$112.50
09/11/2023	D/D#390	WILLSMORE PATERSON PTY LTD	Management Fee (01/10/2023 - 31/10/2023)	$112.50
05/10/2023	D/D#385	WILLSMORE PATERSON PTY LTD	Management Fee (01/09/2023 - 30/09/2023)	$112.50
31/08/2023	D/D#382	WILLSMORE PATERSON PTY LTD	Management Fee (01/08/2023 - 31/08/2023)	$112.50
01/08/2023	D/D#378	WILLSMORE PATERSON PTY LTD	Management Fee (01/07/2023 - 31/07/2023)	$112.50
08/06/2023	D/D#373	WILLSMORE PATERSON PTY LTD	Management Fee (01/06/2023 - 30/06/2023)	$112.50
05/05/2023	D/D#371	WILLSMORE PATERSON PTY LTD	Management Fee (01/05/2023 - 31/05/2023)	$108.35
17/04/2023	D/D#368	WILLSMORE PATERSON PTY LTD	Management Fee (01/04/2023 - 30/04/2023)	$108.35
			Total Management Fee	**$1,341.70**

Meeting Fee

Date	Reference	Payee	Details	Amount
08/06/2023	D/D#373	WILLSMORE PATERSON PTY LTD	Meeting Processing (01/05/2023 - 31/05/2023)	$160.00
			Total Meeting Fee	**$160.00**

Cash Management Report - S/Corp 3928
1 BARNARD STREET, NORTH ADELAIDE, SA 5006

For the period 29/03/2023 to 28/03/2024

Administrative Fund - Payments - Consolidated (Continued)

Plumbing

Date	Reference	Payee	Details	Amount
10/01/2024	D/D#397	DINEEN PLUMBING AND GAS	Attend leaking iso valve U5	$152.90
30/03/2023	D/D#366	N D BIRCHMORE PTY. LTD.	Blocked drain	$176.00
			Total Plumbing	**$328.90**

Roofing

Date	Reference	Payee	Details	Amount
13/07/2023	D/D#375	N D BIRCHMORE PTY. LTD.	U4 Ceiling leak - repair roof sheets	$794.75
			Total Roofing	**$794.75**
			Total for Administrative Fund - Payments	**$12,556.42**

Sinking Fund - Payments - Consolidated

Fund Transfer

Date	Reference	Payee	Details	Amount
23/11/2023	29	Bank Adjustment	Funds Shortfall	$500.00
03/08/2023	27	Bank Adjustment	Funds shortfall - Hedge Man	$1,500.00
			Total Fund Transfer	**$2,000.00**
			Total for Sinking Fund - Payments	**$2,000.00**

Financial Summary - Consolidated

	-------- THIS PERIOD --------		
	Administrative	**Sinking**	**Total**
Receipts			
Fund Transfer	$2,000.00	$0.00	$2,000.00
Levy Income	$9,342.81	$3,526.14	$12,868.95
Receipts for the Period	**$11,342.81**	**$3,526.14**	**$14,868.95**
Payments			
Building Maintenance	$1,188.00	$0.00	$1,188.00
Disbursements	$95.04	$0.00	$95.04
Electricity	$1,059.43	$0.00	$1,059.43
General Expenses	$448.80	$0.00	$448.80
Grounds Maintenance	$2,561.20	$0.00	$2,561.20
Insurance - Premium	$4,578.60	$0.00	$4,578.60
Meeting Fee	$160.00	$0.00	$160.00
Plumbing	$328.90	$0.00	$328.90
Roofing	$794.75	$0.00	$794.75
Fund Transfer	$0.00	$2,000.00	$2,000.00
Management Fee	$1,341.70	$0.00	$1,341.70
Payments for the Period	**$12,556.42**	**$2,000.00**	**$14,556.42**
Net Cash movement for the Period	**$1,213.61CR**	**$1,526.14**	**$312.53**

Cash Management Report - S/Corp 3928
1 BARNARD STREET, NORTH ADELAIDE, SA 5006

For the period 29/03/2023 to 28/03/2024

Bank Account Summary - Consolidated Funds

Account Name: ITF SP 3928

	Administrative	Sinking	Total
Opening Balance as at 29/03/2023	$3,893.52	$8,655.17	$12,548.69
ADD: Receipts for the period	$11,342.81	$3,526.14	$14,868.95
LESS: Payments for the period	$12,556.42	$2,000.00	$14,556.42
Closing Balance as at 28/03/2024	**$2,679.91**	**$10,181.31**	**$12,861.22**

Level 13, 431 King William Street
Adelaide SA 5000

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	72005
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	12/08/2024 to 12/08/2025 at 4:00pm
The Insured	STRATA CORPORATION NO. 3928 INC.
Situation	1 BARNARD STREET NORTH ADELAIDE SA 5006

Policies Selected

Policy 1 – Insured Property
Building: $1,880,000
Common Area Contents: $5,618
Loss of Rent & Temporary Accommodation (total payable): $282,000

Policy 2 – Liability to Others
Sum Insured: $10,000,000

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

Policy 4 – Fidelity Guarantee
Sum Insured: $100,000

Policy 5 – Office Bearers' Legal Liability
Sum Insured: $500,000

Policy 6 – Machinery Breakdown
Not Selected

Policy 7 – Catastrophe Insurance
Not Selected

Policy 8 – Government Audit Costs and Legal Expenses
Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

Policy 9 – Lot owners' fixtures and improvements (per lot)
Sum Insured: $250,000

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).

Flood Cover is included.

Date Printed 05/08/2024

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 QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Willsmore Paterson Pty Ltd
ABN 46 101 290 439
162 Grange Rd, Flinders Park SA 5025
PO Box 1076, Flinders Park SA 5025
08 8340 2929
strata@willsmorepaterson.com.au
willsmorepaterson.com.au
RLA: 234 276

21/05/2024

FILE COPY

Dear

RE: SC 3928 - / , NORTH ADELAIDE, SA, 5006

Please find attached a copy of the minutes of the recent Annual General Meeting of your Corporation for your records.

Please feel free to contact us should you have any queries.

Kind regards

Body Corporate Managers
WILLSMORE PATERSON PTY LTD

STRATA CORPORATION 3928 INC

1 BARNARD STREET, NORTH ADELAIDE

MINUTES OF ANNUAL GENERAL MEETING HELD

VIA MICROSOFT TEAMS ON 14TH MAY 2024 AT 1 PM

ATTENDANCE:

Unit 2	H Varney
Unit 3	L Pfeiffer for Roundhill Pty Ltd
Unit 4	P Schwarz
Unit 6	N Arbon for the Arbon Family Trust

Ian Willsmore for Willsmore Paterson Pty Ltd

Ian Willsmore opened the Meeting with a quorum, and was asked to assist the Corporation in chairing the meeting.

CONFIRMATION OF MINUTES & BUSINESS ARISING:

It was **moved** that the Minutes from the previous Annual General Meeting be accepted as a true record. **Carried unanimously**.

CORRESPONDENCE:

No current correspondence was tabled.

Email correspondence - is the preferred method of delivery for all levies, agendas, minutes and correspondence. Owners are responsible for ensuring that Body Corporate Managers have their current email address on file at all times. However, if Australia Post is preferred by an owner this will be the manner of service.

FINANCIAL STATEMENT:

It was **moved** that the Financial Statement covering the period 29/3/23 – 28/3/24 be accepted as a true record. **Carried unanimously**.

OFFICERS OF THE CORPORATION:

The following appointments were made:

Presiding Officer	L Pfeiffer
Secretary	P Schwarz
Treasurer	P Schwarz

APPOINTMENT OF CORPORATION MANAGER:

Willsmore Paterson offered its services as Corporation Manager for the coming year under the terms and conditions as outlined in the Strata Management Agreement sent to the Presiding Officer prior to the meeting, and tabled here at the meeting: management fee $1390 plus meeting fee and disbursements. It was

moved to appoint Willsmore Paterson Pty Ltd as Corporation Manager for the coming year. **Carried unanimously**.

The Presiding Officer has been sent the Management Agreement on behalf of the Corporation to sign. A copy of Willsmore Paterson's Professional Indemnity Insurance Policy was also sent to Presiding Officer.

INSURANCE REVIEW:

Ian Willsmore advised that it is a requirement under the Strata Titles Act for Corporations to insure the building for replacement cost. In order to ensure that the Corporation is insured for the correct amount, Ian Willsmore suggested it would be good practice to have the group assessed periodically for replacement cost by a registered valuer. The most recent valuation was carried out in June 2022 - $1,880,000.

Ian Willsmore declared to the Meeting that Willsmore Paterson Pty Ltd is an authorised representative of CHU Underwriting Agencies Pty Ltd and an agent of the insurers of QBE Insurance (Australia) Ltd.

Willsmore Paterson Pty Ltd is qualified to give general advice and information about insurance, not personal advice. If the Corporation requires specialist insurance advice, the Manager can refer the Corporation to an insurance adviser.

Current Insurance Detail

Policy Number: 72005

Company: CHU UNDERWRITING AGENCIES PTY LTD

(See attached)

It was **moved** to retain the insurance at its current level. **Carried unanimously**.

Insurance excess: It was noted the insurance policy carries an excess. It was agreed that on most insurance claims, the Strata would pay the excess. However, in the event that a claim benefits only one unit and no common property is at fault or involved, and no third party is involved, e.g. replacement of shower screen, or hand basin/toilet bowl, it was agreed that the individual owner of the unit receiving the insurance work would be responsible for the excess.

Standing direction - unless otherwise authorised at a general meeting of the Corporation, Body Corporate Manager is authorised to automatically renew the body corporate insurance policies prior to expiration, at the limits of cover held by the Body Corporate.

Important insurance requirement for individual owners -

Each individual owner is responsible for contents insurance and liability insurance for their own unit.

MAINTENANCE OF COMMON PROPERTY:

The following maintenance items were agreed:

SA Maintenance Service.

Hedge pruning – now!

Automatic front gates to be serviced as soon as possible.

Manual walk-through gate not closing to be hopefully addressed during service. Key in box.

Noted – Leisl has key for gates. Leisl will replace the key into the box by the gates soon.

Re-roofing – discussion occurred. Quotes were tabled from Hindmarsh Roofing, Old Port Road and David Hocking Roofing. Discussion took place – whole of roof replace versus partial roof replace. **Agreed unanimously** to accept David Hocking Roofing quote for complete roof replacement - $46,300.

Nick Arbon was thanked for extracting the quote from David Hocking as it is approximately $25,000 cheaper than other quotes. Work to commence in a bit over 2 months. Levy to be raised in line with unit entitlement for entire project due and payable in 2 months.

Noted there are several air conditioners on the roof. Noted these would need to be decommissioned, removed and then replaced and recommissioned on the new roof.

Helen advised she might take the opportunity of replacing her roof mounted air conditioner to reposition in her unit yard. Helen to investigate this, obtain some costings and will advise Strata Manager. Strata Manager will send out to owners and if they wish to take opportunity of replacing and/or repositioning the air conditioners they can. The actual location and style of mounting and air conditioner itself would need to be signed off and approved by owners. But, acknowledged, if there was to be a change, now is the time to do it.

It was noted that all owners need to be vigilant in noticing anything in the group which could be considered a hazard. The Corporation has a duty of care to minimize the risk of hazards (e.g. cracked/lifting concrete in driveway or footpath, rotting timber in balconies, faulty common lighting etc.). Owner is urged to report any such issues to the Strata Manager for relatively urgent attention.

Smoke detectors - Noted all units must be fitted with an approved, functioning smoke detector. Individual unit owner responsibility

APPROVALS:

It was noted that external alterations (e.g. garden sheds, pergolas, skylights, air conditioners, solar panels, outside awnings, screen doors etc.) require special resolution at a meeting for approval. If during the year an owner wishes to apply to the Corporation for such an alteration which requires a special resolution a meeting would need to be convened and the cost of $150 for the meeting would be borne by the applicant. This would also apply if approval was required by an owner to keep a pet. Confirmed this group has a no pet policy, but application can be made on an individual basis

BUDGET REVIEW & SETTING OF CONTRIBUTIONS:

It was **moved** to retain the current level of contributions. **Carried unanimously**.

Agreed if there is a shortfall in funds at any stage, strata manager is authorised to raise a special levy as decided and instructed, by officers of corporation.

Levies outstanding over a period of 30 days 10% interest be added to the debt at the owner's expense.

An arrears notice will be sent for levies in arrears of more than 40 days, incurring an additional admin fee of $30, and recoverable together with all costs associated with collection through the Court.

A final notice will be sent for levies in arrears of more than 70 days incurring a further $30 admin fee recoverable in the same manner as the arrears notice.

A legal notice will be sent for levies in arrears of more than 90 days incurring a further $30 admin fee recoverable in the same manner as the arrears and final notice.

All court costs, legal costs, and associated costs incurred in pursuing an outstanding debt is recoverable from the unit being pursued.

Owners are encouraged to pay their levies on time, and asked to notify the Corporation if they change their email address, postal address, or phone number.

If the debt remains outstanding Willsmore Paterson Pty Ltd with the approval of the Presiding Officer will refer the outstanding invoices to a debt recovery agency, with all costs associated with the debt collection.

There being no further business the meeting closed at 2 pm.

Level 13, 431 King William Street
Adelaide SA 5000

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	72005
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	12/08/2023 to 12/08/2024 at 4:00pm
The Insured	STRATA CORPORATION NO. 3928 INC.
Situation	1 BARNARD STREET NORTH ADELAIDE SA 5006

Policies Selected

Policy 1 – Insured Property
Building: $1,880,000
Common Area Contents: $5,618
Loss of Rent & Temporary Accommodation (total payable): $282,000

Policy 2 – Liability to Others
Sum Insured: $10,000,000

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

Policy 4 – Workers Compensation
Not Available

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

Policy 6 – Office Bearers' Legal Liability
Sum Insured: $500,000

Policy 7 – Machinery Breakdown
Not Selected

Policy 8 – Catastrophe Insurance
Not Selected

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

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

Legal Defence Expenses: $50,000

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

Flood Cover is included.

Date Printed 21/07/2023

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.

Willsmore Paterson Pty Ltd
ABN 46 101 290 439
162 Grange Rd, Flinders Park SA 5025
PO Box 1076, Flinders Park SA 5025
08 8340 2929
strata@willsmorepaterson.com.au
willsmorepaterson.com.au
RLA: 234 276

18/05/2023

FILE COPY

Dear

RE: SC 3928 - / , NORTH ADELAIDE, SA, 5006

Please find attached a copy of the minutes of the recent Annual General Meeting of your Corporation for your records.

Please feel free to contact us should you have any queries.

Kind regards

Body Corporate Managers
WILLSMORE PATERSON PTY LTD

STRATA CORPORATION 3928 INC

1 BARNARD STREET, NORTH ADELAIDE

MINUTES OF ANNUAL GENERAL MEETING HELD

VIA MICROSOFT TEAMS ON 16TH MAY 2023 AT 1 PM

ATTENDANCE:

Unit 3	L Pfeiffer
Unit 4	P Schwarz
Unit 6	R Arbon for N & R Arbon Family Trust

Ian Willsmore for Willsmore Paterson Pty Ltd

Ian Willsmore opened the Meeting with a quorum, and was asked to assist the Corporation in chairing the meeting.

CONFIRMATION OF MINUTES & BUSINESS ARISING:

It was **moved** that the Minutes from the previous Annual General Meeting be accepted as a true record. **Carried unanimously**.

CORRESPONDENCE:

No current correspondence was tabled.

Email correspondence - is the preferred method of delivery for all levies, agendas, minutes and correspondence. Owners are responsible for ensuring that Body Corporate Managers have their current email address on file at all times. However, if Australia Post is preferred by an owner this will be the manner of service.

FINANCIAL STATEMENT:

It was **moved** that the Financial Statement covering the period 29/3/22 – 28/3/23 be accepted as a true record. **Carried unanimously**.

OFFICERS OF THE CORPORATION:

The following appointments were made:

Presiding Officer	L Pfeiffer
Secretary	P Schwarz
Treasurer	P Schwarz

APPOINTMENT OF CORPORATION MANAGER:

Willsmore Paterson offered its services as Corporation Manager for the coming year under the terms and conditions as outlined in the Strata Management Agreement sent to the Presiding Officer prior to the meeting, and tabled here at the meeting: management fee $1350 plus meeting fee and disbursements. It was

moved to appoint Willsmore Paterson Pty Ltd as Corporation Manager for the coming year. **Carried unanimously**.

The Presiding Officer has been sent the Management Agreement on behalf of the Corporation to sign. A copy of Willsmore Paterson's Professional Indemnity Insurance Policy was also sent to Presiding Officer.

INSURANCE REVIEW:

Ian Willsmore advised that it is a requirement under the Strata Titles Act for Corporations to insure the building for replacement cost. In order to ensure that the Corporation is insured for the correct amount, Ian Willsmore suggested it would be good practice to have the group assessed periodically for replacement cost by a registered valuer. The most recent valuation was carried out in June 2022 $1,880,000.

Ian Willsmore declared to the Meeting that Willsmore Paterson Pty Ltd is an authorised representative of CHU Underwriting Agencies Pty Ltd and an agent of the insurers of QBE Insurance (Australia) Ltd.

Willsmore Paterson Pty Ltd is qualified to give general advice and information about insurance, not personal advice. If the Corporation requires specialist insurance advice, the Manager can refer the Corporation to an insurance adviser.

Current Insurance Detail

Policy Number: 72005

Company: CHU UNDERWRITING AGENCIES PTY LTD

(See attached)

It was **moved** to retain the insurance at its current level. **Carried unanimously**.

Insurance excess: It was noted the insurance policy carries an excess. It was agreed that on most insurance claims, the Strata would pay the excess. However, in the event that a claim benefits only one unit and no common property is at fault or involved, and no third party is involved, e.g. replacement of shower screen, or hand basin/toilet bowl, it was agreed that the individual owner of the unit receiving the insurance work would be responsible for the excess.

Standing direction - unless otherwise authorised at a general meeting of the Corporation, Body Corporate Manager is authorised to automatically renew the body corporate insurance policies prior to expiration, at the limits of cover held by the Body Corporate.

Important insurance requirement for individual owners -

Each individual owner is responsible for contents insurance and liability insurance for their own unit.

MAINTENANCE OF COMMON PROPERTY:

The following maintenance items were agreed:

- Plate/grates in driveway – Peter Petrenko had replaced grate. Confirmed not satisfactory. Confirmed Tony from Accountable Property Maintenance had inspected but is unable to perform work. Plumber required. Strata Manager to obtain quote from plumber to replace grate, and likely rebuild sump box.

- Security Gates – agreed to have SA Gate Automation perform annual maintenance service.
- Ivy/creeper at rear – Strata Manager to ask Hedge Man Pty Ltd to prune this creeper as he has done to over the years.
- Storage building Unit 1 – Fascia – Tony from Accountable Property Maintenance to be asked to repair/fix/replace – Strata cost.
- Window cleaning – quote for all outside cleaning of windows to be obtained. Officers of Corporation to decide on action.

It was noted that all owners need to be vigilant in noticing anything in the group which could be considered a hazard. The Corporation has a duty of care to minimize the risk of hazards (e.g., cracked/lifting concrete in driveway or footpath, rotting timber in balconies, faulty common lighting etc.). Owner is urged to report any such issues to the Strata Manager for relatively urgent attention.

Smoke detectors - Noted all units must be fitted with an approved, functioning smoke detector. Individual unit owner responsibility

APPROVALS:

It was noted that external alterations (e.g., garden sheds, pergolas, skylights, air conditioners, solar panels, outside awnings, screen doors etc.) require special resolution at a meeting for approval. If during the year an owner wishes to apply to the Corporation for such an alteration which requires a special resolution a meeting would need to be convened and the cost of $150 for the meeting would be borne by the applicant. This would also apply if approval was required by an owner to keep a pet. Confirmed this group has a no pet policy, but application can be made on an individual basis

BUDGET REVIEW & SETTING OF CONTRIBUTIONS:

It was **moved** to retain the current level of contributions. **Carried unanimously**.

Levies outstanding over a period of 30 days 10% interest be added to the debt at the owner's expense.

An arrears notice will be sent for levies in arrears of more than 40 days, incurring an additional admin fee of $30, and recoverable together with all costs associated with collection through the Court.

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All court costs, legal costs, and associated costs incurred in pursuing an outstanding debt is recoverable from the unit being pursued.

Owners are encouraged to pay their levies on time, and asked to notify the Corporation if they change their email address, postal address, or phone number.

If the debt remains outstanding Willsmore Paterson Pty Ltd with the approval of the Presiding Officer will refer the outstanding invoices to a debt recovery agency, with all costs associated with the debt collection.

There being no further business the meeting closed at 1.45 pm.

208 Greenhill Road
Eastwood SA 5063

Renewal Certificate

CHU Residential Strata Insurance Plan

Policy Number	72005
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
The Insured	STRATA CORPORATION NO. 3928 INC.
Situation	1 BARNARD STREET NORTH ADELAIDE SA 5006
Policy Period	12/08/2022 to 12/08/2023 at 4:00pm

Policies Selected

Policy 1 – Insured Property
Building: $1,880,000
Common Area Contents: $5,618
Loss of Rent & Temporary Accommodation (total payable): $282,000

Policy 2 – Liability to Others
Sum Insured: $10,000,000

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

Policy 4 – Workers Compensation
Not Available

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

Policy 6 – Office Bearers' Legal Liability
Sum Insured: $500,000

Policy 7 – Machinery Breakdown
Not Selected

Policy 8 – Catastrophe Insurance
Not Selected

Policy 9 – Government Audit Costs and Legal Expenses
Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

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).

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

Flood Cover is included.

Excesses

Policy 1 – Insured Property
Standard: $500
Other excesses payable are shown in the Policy Wording.

Premium

Base Premium	$3,313.91
Levies	$0.00
GST	$341.89
Stamp Duty	$400.98
Admin Fee	$105.00
Total Payable	**$4,161.78**

WILLSMORE PATERSON PTY LTD

Commission	$662.79
Commission GST	$66.29

Date of Issue 05/08/2022

Refer to **Important Information** below for Excess descriptions. Please refer to your Product Disclosure Statement and Policy Wording for further terms and conditions that apply.

Important Information

Your duty when you renew your policy

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

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

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

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

If anything is unclear, please contact us.

Excesses – explanatory notes

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

Water Damage Excess

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

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

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

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

REGISTER OF SPECIAL RESOLUTIONS & UNANIMOUS RESOLUTIONS AFFECTING A UNIT OR UNITS AND/OR THE COMMON PROPERTY

SC 3928 1 BARNARD STREET, NORTH ADELAIDE

DATE	RESOLUTION/APPROVAL
17/05/2022	Cat – Lady Delores Puddin III **approved** to be kept by James in Unit 1. Approval is on the basis that "Puddin" does note cause a nuisance to residents. And that Puddin is kept predominantly inside Unit 1, sometimes in unit/yard, and very rarely in common ground.

SCHEDULE 3 ARTICLES OF STRATA CORPORATION

1 (1) A UNIT HOLDER MUST—

(a) maintain the unit in good repair;

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

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

2 A person bound by these articles—

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

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

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

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

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

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

5 A person bound by these articles—

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

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

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

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

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

7 A person bound by these articles must not—

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

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

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

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

(b) on any part of the common property.

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

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

11 A person bound by these articles—

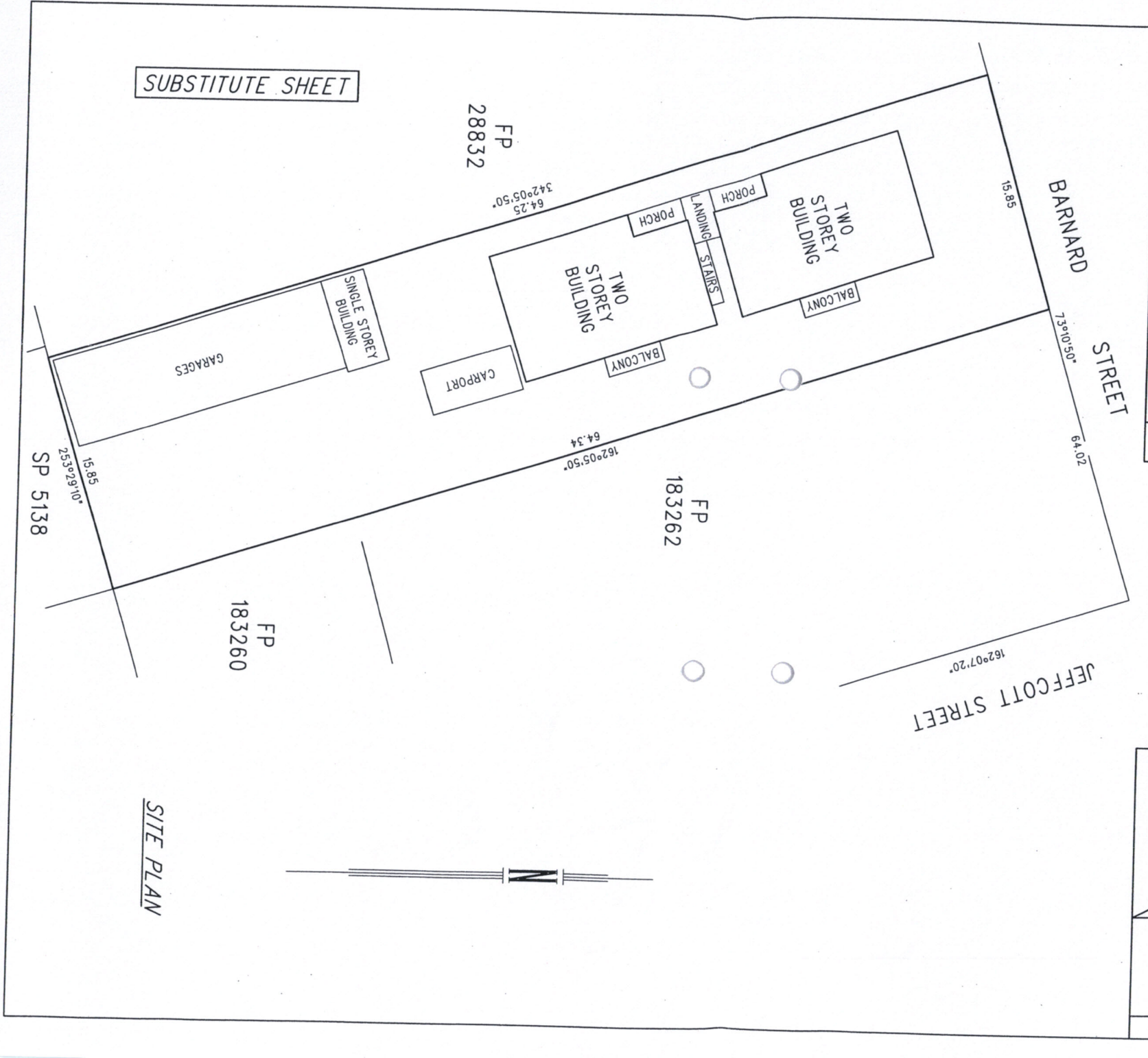
(a) must maintain within the unit, or on a part of the common property set apart for the purpose by the strata corporation, a receptacle for garbage adequately covered; and

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

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

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

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



STRATA PLAN NUMBER

SP 3928

THIS IS SHEET 1 OF 4 SHEETS

DEPOSITED / / 20

PRO REGISTRAR GENERAL

MAP REFERENCE 6628-41-d

TITLE REFERENCE CT 2479/193

O.B./LAST PLAN REF. FP 28832 | TOTAL AREA 1019m²

HUNDRED YATALA

AREA NORTH ADELAIDE

COUNCIL CITY OF ADELAIDE

PART TOWN ACRE 794

SCALE 0 5 10 15 20 METRES

ANNOTATIONS

SECOND SCHEDULE

CERTIFICATE OF A LICENSED SURVEYOR RELATING TO THE AMENDMENT OF A DEPOSITED STRATA PLAN

I, GARY WILLIAM NICHOLS, A LICENSED SURVEYOR UNDER THE SURVEY ACT, 1992, CERTIFY THAT THIS PLAN CORRECTLY DELINEATES THE UNITS, COMMON PROPERTY AND BUILDINGS ON THE LAND COMPRISED IN THE PLAN.

DATED THIS 4th DAY OF MARCH 2005

LICENSED SURVEYOR

FOR CERTIFICATE BY SURVYOR UNDER THE FIRST SCHEDULE OF REGULATIONS SEE AMENDED ORIGINAL.

I, ...
a licensed surveyor under the Survey Act, 1992, certify:-

(a) that this plan correctly delineates the boundaries of the land comprised in the plan and all units, unit subsidiaries, common property and other buildings shown on the plan;

(b) that this plan is correct for the purpose of the Strata Titles Act, 1988, and regulations.

Dated this ..... day of 20

Licensed Surveyor

JOHN C BESTED & ASSOC PTY LTD
ABN 23 007 916 814
SURVEYING & PLANNING CONSULTANTS
362 MAGILL ROAD KENSINGTON PARK 5068
PHONE (08) 8332 7111 FAX (08) 8364 1829
email surveyors@johnbested.com.au

REFERENCE No.	DRAWING No.	VERSION No.
12000	12000-STRATA	1

JCBA-4

SUBSTITUTE SHEET

STRATA PLAN NUMBER

SP 3928

THIS IS SHEET 2 OF 4 SHEETS

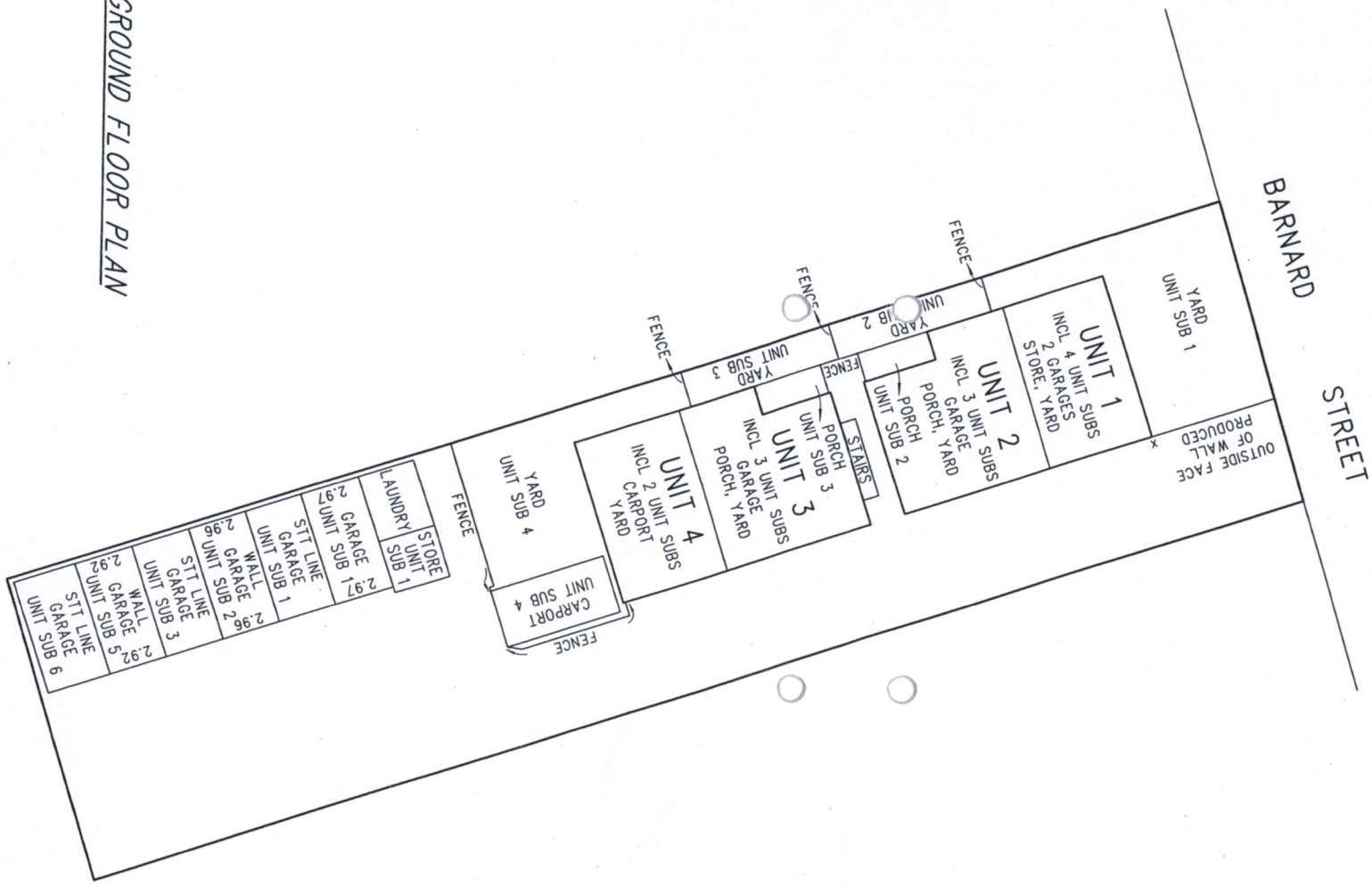
DEPOSITED / / 20

MAP REFERENCE 6628-41-d

COUNCIL CITY OF ADELAIDE

SCALE 0 5 10 15 20 METRES

GROUND FLOOR PLAN



ANNOTATIONS

THE LOWER AND UPPER BOUNDARIES OF A UNIT SUBSIDIARY SHOWN AS YARD ARE 0.30 METRES BELOW EXISTING GROUND LEVEL AND 3.00 METRES ABOVE THE SAME RESPECTIVELY UNLESS LIMITED IN HEIGHT BY OVERHANGING STRUCTURES BELOW 3.00 METRES.

SECOND SCHEDULE

CERTIFICATE OF A LICENSED SURVEYOR RELATING TO THE AMENDMENT OF A DEPOSITED STRATA PLAN

I, GARY WILLIAM NICHOLS, A LICENSED SURVEYOR UNDER THE SURVEY ACT, 1992, CERTIFY THAT THIS PLAN CORRECTLY DELINEATES THE UNITS, COMMON PROPERTY AND BUILDINGS ON THE LAND COMPRISED IN THE PLAN.

DATED THIS 4th DAY OF MARCH 2005

LICENSED SURVEYOR

JOHN C BESTED & ASSOC PTY LTD
ABN 23 007 916 814
SURVEYING & PLANNING CONSULTANTS
362 MAGILL ROAD KENSINGTON PARK 5068
PHONE (08) 8332 7111 FAX (08) 8364 1829
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REFERENCE No.	DRAWING No.	VERSION No.
12000	12000-STRATA	1

SUBSTITUTE SHEET

STRATA PLAN NUMBER

SP 3928

THIS IS SHEET 3 OF 4 SHEETS

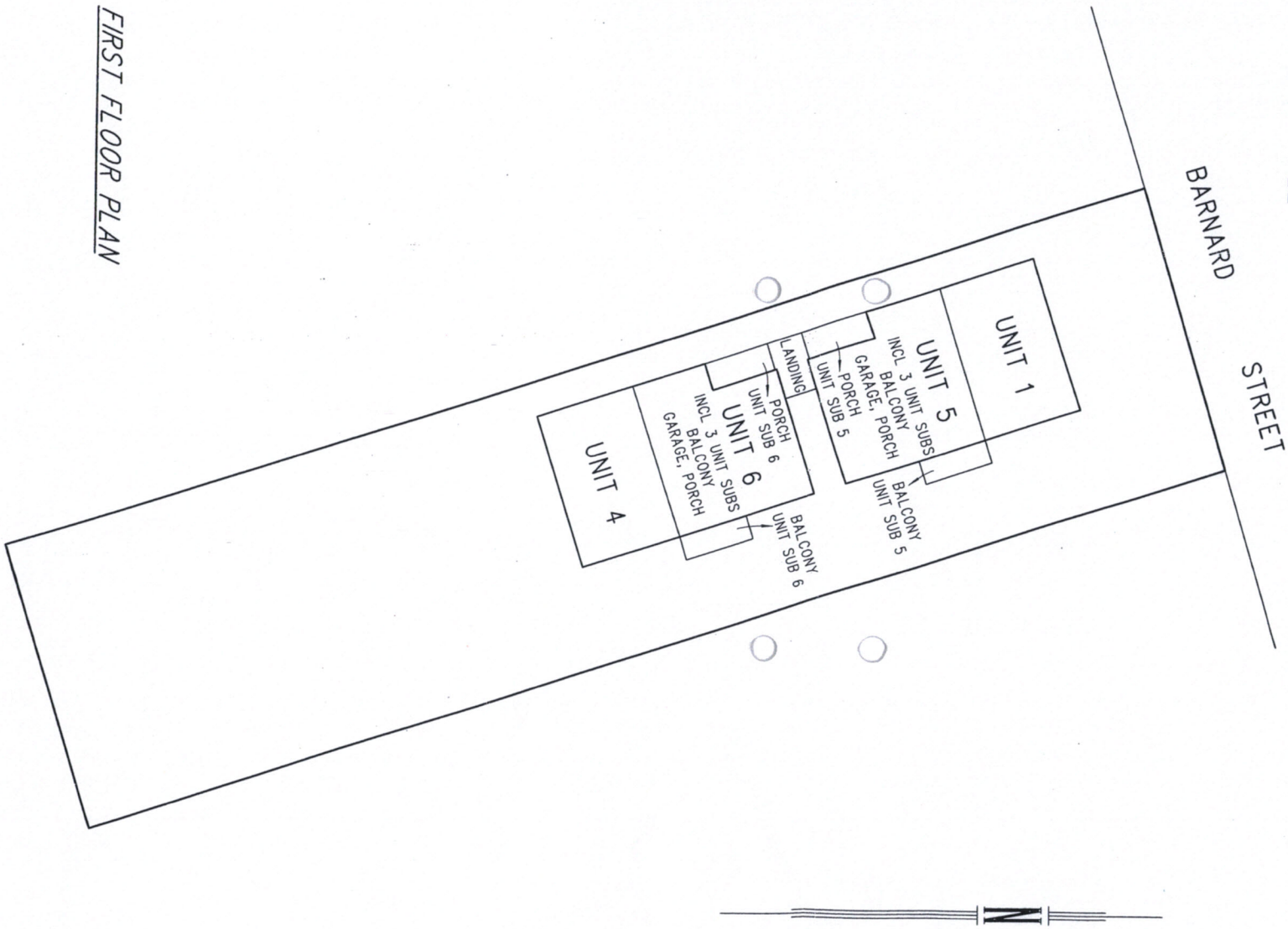
DEPOSITED / / 20

MAP REFERENCE 6628-41-d

COUNCIL CITY OF ADELAIDE

SCALE 0 5 10 15 20 METRES

FIRST FLOOR PLAN



ANNOTATIONS

THE UPPER BOUNDARY OF A UNIT SUBSIDIARY SHOWN AS BALCONY IS LIMITED TO A HORIZONTAL PLANE 0.15 METRES BELOW THE LEVEL OF THE EXISTING EAVES.

SECOND SCHEDULE

CERTIFICATE OF A LICENSED SURVEYOR RELATING TO THE AMENDMENT OF A DEPOSITED STRATA PLAN

I, GARY WILLIAM NICHOLS, A LICENSED SURVEYOR UNDER THE SURVEY ACT, 1992, CERTIFY THAT THIS PLAN CORRECTLY DELINEATES THE UNITS, COMMON PROPERTY AND BUILDINGS ON THE LAND COMPRISED IN THE PLAN.

DATED THIS 4th DAY OF MARCH 2005

LICENSED SURVEYOR

JOHN C BESTED & ASSOC PTY LTD
ABN 23 007 916 814
SURVEYING & PLANNING CONSULTANTS
362 MAGILL ROAD KENSINGTON PARK 5068
PHONE (08) 8332 7111 FAX (08) 8364 1829
email surveyors@johnbested.com.au

REFERENCE No.	DRAWING No.	VERSION No.
12000	12000-STRATA	1

ICBA-5

000003264995

klemich property management

REISA

NOTICE TO TENANT OF LEASE EXTENSION

(DO NOT USE THIS FORM FOR PERIODIC OR SHORT FIXED TERM TENANCIES)

To

Tenant 1: Bernadette Fehr Tenant 2:

Tenant 3: Tenant 4:

Tenant 5: Tenant 6:

Tenant 7: Tenant 8:

(insert name of tenant(s))

Address of rented premises:

Street 1: 3/1 Barnard St

Street 2:

Suburb: North Adelaide State: SA Postcode: 5006

I give you notice that your current lease expires on 24 / 08 / 2024
(insert date)

Your current rent is $ 360 per week
(insert amount) *(insert rental period eg fortnight, calendar month)*

I wish to offer you an extension of your lease for a further 12 months ~~weeks~~
(Strike out whichever is not appropriate)

The lease extension will expire on 24 / 08 / 2025 *(insert date)* The rent will / ~~will not~~ be increased / ~~will be decreased~~. *(Strike out whichever is not applicable)*

The new rent will be $ 390 per week with the first payment due on 24 / 08 / 2024
(insert amount) *(insert rental period eg fortnight, calendar month)* *(insert date)*

The Terms of your lease are varied as follows and if not varied then remain the same:

☑ N/A ☐ As detailed below ☐ See annexure

Please sign and return this Notice to your Agent by 24 / 07 / 2024 if you wish to accept.

The Tenants expressly consent to the collection and use of the Personal Information and content in accordance with the REISA privacy policy at www.reisa.com.au.

PLEASE NOTE:

- If you wish to vacate at the end of the fixed term you must give your landlord at least 28 days written notice (Form 17) to end the fixed term agreement.

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NOTICE TO TENANT OF LEASE EXTENSION

(DO NOT USE THIS FORM FOR PERIODIC OR SHORT FIXED TERM TENANCIES)

Signed by Tenant 1 — Date: 27/11/2024

Tenant Name: Bernadette Fehr

Signed by Tenant 2 — Date:

Tenant Name:

Signed by Tenant 3 — Date:

Tenant Name:

Signed by Tenant 4 — Date:

Tenant Name:

Signed by Tenant 5 — Date:

Tenant Name:

Signed by Tenant 6 — Date:

Tenant Name:

Signed by Tenant 7 — Date:

Tenant Name:

Signed by Tenant 8 — Date:

Tenant Name:

Signed by or on behalf of the Landlord — Date: 27/11/2024

☑ Agent as authorised ☐ Landlord

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NOTICE TO TENANT OF RENT INCREASE

To

Tenant 1: Bernadette Fehr Tenant 2:

Tenant 3: Tenant 4:

Tenant 5: Tenant 6:

Tenant 7: Tenant 8:

(insert name of tenant(s))

Address of rented premises:

Street 1: 3/1 Barnard St

Street 2:

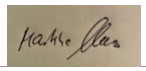
Suburb: North Adelaide State: SA Postcode: 5006

I give you notice that the new rent will be increased to $ 390 per week

(insert amount) *(insert rental period eg fortnight, calendar month)*

with the first payment due on 24 / 08 / 2024

(insert date)

Signed by or on behalf of the Landlord  Date: 19 June 2024

☑ Agent as authorised ☐ Landlord

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Audit Trail

REI Forms LIVE

Document

Request Id c9b047f2-2102-4eaa-95b7-7d33cbb0f1ca
Created Jul 3rd 2023, 2:39 PM
Completed Jul 3rd 2023, 3:11 PM

Signing Complete

Agency

Name Klemich Property Management Pty Ltd
ABN 70 101 825 147
Address 1/245 Fullarton Rd EASTWOOD SA 5063

Agent

Name Martina Claus
Email martina@klemich.com.au

Signing Events

- **Martina Claus** created the signing request. Jul 3rd 2023, 2:39 PM

  Hello Bernadette, please sign this form by following the 'View & Sign Form' button above.

- **Tenant (1) - Tenant (1)** sent the signing request. Jul 3rd 2023, 2:39 PM
  befe60@web.de
- **Tenant (1) - Tenant (1)** viewed the signing request. Jul 3rd 2023, 3:04 PM
- **Tenant (1) - Tenant (1)** signed the document. Jul 3rd 2023, 3:11 PM



Form

Form Id 2753241
Name 3/1 Barnard St
Template Notice of Lease Extension

Recipients (1)

Tenant (1) Bernadette Fehr
befe60@web.de

Section 48 Notice
This notice is to be retained by the Tenant

Information to be provided by landlords to tenants

Section 48 of the *Residential Tenancies Act 1995* requires that a landlord must ensure that a tenant is given, before or at the time the landlord and tenant enter into a residential tenancy agreement certain information.

1. AGENT: Company Name/Legal Entity:

Ennis Partners Pty Ltd

Company Representative: Martina Claus

Street 1: Cnr Old & New Streets

Suburb: NORTH ADELAIDE State: SA Postcode: 5006

ABN (if applicable): RLA No: 174681

Telephone: W: 08 8239 0909 M: 0400 155 596 F: 08 8267 5315

Email: martina@ennispartners.com.au

Address for service of documents if different to above:

2. LANDLORD: Full Names:

Leisl Pfeiffer

Address for service of documents as below.

Street 1: P.O.BOX 20

Suburb: Parrakie State: SA Postcode: 5301

ABN (if applicable):

If landlord is a company, address of registered office of the company, if different to above:

Street 1:

Suburb: State: Postcode:

3. PERSON WITH SUPERIOR TITLE TO LANDLORD (if applicable):

Street 1:

Suburb: State: Postcode:

ABN (if applicable):

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Residential Property Tenancy Agreement: Schedule

This is a residential tenancy agreement and the parties to the agreement should consider obtaining legal advice about their rights and obligations under the agreement.

1. AGENT: Company Name/Legal Entity: Ennis Partners Pty Ltd
Company Representative: Martina Claus
Street 1: Cnr Old & New Streets
Street 2:
Suburb: NORTH ADELAIDE State: SA Postcode: 5006
ABN (if applicable): RLA No: 174681
Telephone: W: 08 8239 0909 F: 08 8267 5315
M: 0400 155 596
Email: martina@ennispartners.com.au

☑ The Agent consents to the above email address being used for the purposes of service under the Act.

2. LANDLORD: Full Name(s): Leisl Pfeiffer
Street 1: P.O.BOX 20
Street 2:
Suburb: Parrakie State: SA Postcode: 5301
ABN (if applicable):

3. TENANT: Full Name(s): Bernadette Fehr
Email: bernadette.fehr@sa.gov.au

☑ The Tenant consents to the above email address being used for the purposes of service under the Act.

4. PREMISES:
Street 1: 3/1 Barnard St
Street 2:
Suburb: North Adelaide State: SA Postcode: 5006

5. TERM:
☑ Fixed: Commencement Date: 25 / 08 / 17 End Date: 24 / 08 / 18
☐ Periodic: Commencement Date: / / and continues until terminated in accordance with this Agreement

6. RENT:
Amount: Words: three hundred dollars only $ 300.00
Per (period): week
Payable in advance: ☐ Weekly ☑ Fortnightly ☐ Calendar monthly
Payments: First Payment of $ 600 on 25 / 08 / 2017 with the
next payment of $ 600 on 08 / 09 / 2017
and thereafter: $ 600 on the Friday of each fortnight
Payment Method: ☐ Direct Debit ☐ Bank Deposit Book ☐ Internet Transfer ☐ Rent Card ☐ Bank Cheque ☑ Other please always use reference code 100963

Note: Payment of rent will be taken to have been made when it is credited to the bank account. The Tenant must take into consideration any delays in crediting the bank account caused by the method of rent payment.

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Residential Property Tenancy Agreement: Schedule

Ennis Partners

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7. BOND

Words: one thousand eight hundred dollars | $ 1800.00

8. OUTGOINGS: (Clause 3.1.3)

- [x] All water usage costs adjusted for the period of tenancy
- [ ] All water usage costs in excess of kL per annum, with such allowance to be adjusted for the period of tenancy
- [x] All water supply charges adjusted for the period of tenancy
- [ ] No charge for water
- [ ] Other *(specify)*

If the Property is not individually metered for a service, the Tenant must pay an apportionment of the cost of the service as set out below:

Service	Apportionment
water group share	usage devided by number of units in building

9. INSURANCE: (Clause 3.1.13)

Responsibility for insurance of the premises [x] Landlord

Responsibility for insurance of contents of the premises (for property other than that of the Landlord) [x] Tenant

10. OTHER CONDITIONS:

Other persons permitted to reside in the Premises (list names):

Pets Approved: (Clause 3.2.11)

- [x] No
- [ ] Yes Details:

Repair Instructions:

- [x] Always contact Agent
- [ ] Nominated repairers

Repairer:

Name:

Telephone:

Repairer:

Name:

Telephone:

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Residential Property Tenancy Agreement: Schedule

Additional Conditions:

☐ N/A ☑ As detailed below ☐ See annexure

Please note that new legislation requires you to give a minimum of 28 days notice if you do NOT wish to extend this agreement upon its expiry date.

The Appliance Manual Folder supplied to the tenants must be returned to the agent at the end of tenancy. Please note - a fee will apply if this Folder is not returned.

STRATA TITLES ACT 1988 SCHEDULE 3
Articles of a 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;
(b)must not use the common property in a manner that interferes with the use and enjoyment of the common property by other members of the strata community, their customers, clients or visitors;
(c)must not make, or allow his or her customers, clients or visitors to interfere, with others in the enjoyment of their rights in relation to units or the 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 corporations 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 the outside of the building; or
(b)on any part of the common property.
9.The occupier of a unit may, without the consent of the strata corporation, paint, cover, or in any 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 any other dangerous substance.
11.A person bound by these articles:
(a)must maintain within the unit, or on part of the common property set aside 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.

INITIALS B. [illegible]

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Residential Property Tenancy Agreement: Terms and Conditions

Ennis Partners

REISA REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA

1. AGREEMENT

The Landlord agrees to rent the Property to the Tenant in accordance with the terms and conditions of this Agreement

2. DEFINITIONS AND INTERPRETATION

In this Agreement, unless a contrary intention appears:

2.1 "Act" means the *Residential Tenancies Act 1995*;
2.2 "Agent" means the person or organisation specified in Item 1 of the Schedule;
2.3 "Ancillary Property" means the property identified or specified in the Inspection Sheet;
2.4 "Bond" means the amount specified in Item 7 of the Schedule;
2.5 "Landlord" means the person or organisation specified in Item 2 of the Schedule;
2.6 "Premises" means the premises the subject of this Agreement specified in Item 4 of the Schedule;
2.7 "Property" means the Premises and the Ancillary Property (if any);
2.8 "Rent" means the amount specified in Item 6 of the Schedule and/or as varied in accordance with this Agreement;
2.9 "Tenant" means the person or organisation specified in Item 3 of the Schedule;
2.10 "Term" means the period this Agreement remains in force specified in Item 5 of the Schedule.

The singular includes the plural and vice versa and references to natural persons include corporations and vice versa. Where more than one person is a party to this Agreement, the terms and conditions to be performed by them bind each party jointly and severally.

3. TENANT'S RIGHTS AND OBLIGATIONS

3.1 Subject to the provisions of the Act the Tenant must:
- 3.1.1 pay the Rent to the Agent in full in the manner and at the times specified in Item 6 of the Schedule, unless the Agent has given the Tenant a notice in writing setting out an alternative method;
- 3.1.2 pay the Bond to the Agent;
- 3.1.3 pay all outgoings of the Property to the Agent including gas, electricity, telephone and oil, together with rates and charges for water specified in Item 8 of the Schedule, within fourteen (14) days of receipt of a notice for payment;
- 3.1.4 keep the Property clean and secure, immediately notify the Landlord or the Agent of any damage to the Property and immediately report to the Landlord or the Agent any breakdown or fault in the equipment, electrical, smoke detectors or plumbing services in or on the Property;
- 3.1.5 pay the cost of repair to "the Plumbing" (as defined in clause 3.2.3) when damage to it is as a result of a breach by the Tenant of this Agreement;
- 3.1.6 keep the Property clear of rubbish, place household rubbish in a bin of the type approved by the local council, put the bin out for collection on the day of collection and retrieve it as soon as possible after it has been emptied;
- 3.1.7 regularly mow the lawn, weed and water the garden to at least maintain any garden that is part of the Property to the same standard as applied at the commencement of the Term;
- 3.1.8 keep all drains clear and not intentionally nor negligently do anything that will interfere with the proper operation of any Plumbing or drainage system on the Property;
- 3.1.9 use the Premises solely as a place of residence;
- 3.1.10 pay the cost of any repairs necessary because of damage to the Property as the result of an act or omission of the Tenant or any invitee of the Tenant;
- 3.1.11 return to the Agent's office the completed Inspection Sheet required by the Regulations under the Act within fourteen (14) days of the commencement of the Term, together with details of any disputed item on that Inspection Sheet;
- 3.1.12 where the Property includes a swimming pool or spa:
  - 3.1.12.1 supply and bear the cost of all necessary labour, chemicals and treatments to maintain the present condition of the swimming pool or spa;
  - 3.1.12.2 observe any instructions from the Landlord about the use or maintenance of the swimming pool or spa, including the correct chemical levels;
  - 3.1.12.3 not drain the swimming pool or spa without prior written consent of the Landlord;
  - 3.1.12.4 advise the Landlord or the Agent immediately upon becoming aware of any equipment, including fences or gates, being damaged or malfunctioning or of the condition of the pool or spa deteriorating such that remedial treatment is required;
- 3.1.13 effect and maintain any policy of insurance specified in Item 9 of the Schedule during the Term and, on demand, produce to the Landlord or the Agent a certificate of currency for that insurance;
- 3.1.14 indemnify and keep indemnified the Landlord and the Agent in respect of loss incurred or suffered as a result of any breach of this Agreement by the Tenant or any negligent act arising from the Tenant's use of the Property:
  - 3.1.14.1 this indemnity includes, without limitation, loss due to bodily injury, sickness, or death or loss, destruction or damage to property;
  - 3.1.14.2 this indemnity survives the expiration or termination of this Agreement.

3.2 The Tenant must not without the prior written consent of the Landlord:
- 3.2.1 use, cause or permit the Property to be used for an illegal or unauthorised purpose;
- 3.2.2 intentionally or negligently cause or allow others to intentionally or negligently damage the Property (including by driving nails, plugs or screws or fixing any adhesive material to any part of the Property);
- 3.2.3 use any sink, basin, bath, lavatory, drain or similar facility ("the Plumbing") in or connected to the Property for other than their intended purpose;
- 3.2.4 damage the Plumbing or the drainage or sewerage systems of the Property;
- 3.2.5 affix any fixture or make any renovation, alteration or addition to the Property;
- 3.2.6 remove or alter any fixture or device on the Property;
- 3.2.7 cause or permit a nuisance or any interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the Property;
- 3.2.8 assign this tenancy or sublet the Property;
- 3.2.9 affix any television antenna, cable TV or satellite dish to the Property;
  - 3.2.9.1 it is acknowledged by the tenant that the landlord and/or the agent do not represent or guarantee that a telephone line or a television aerial is connected to the Premises, even if one or more telephone / aerial plug/s is located in the Premises;

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Residential Property Tenancy Agreement: Terms and Conditions

3.2.10 install any air-conditioning unit on or in the Premises;
3.2.11 keep any animals (including reptiles, mammals, birds, poultry or fish) on the Property;
3.2.12 permit any bicycle or motor cycle to be brought into the living areas of the Premises or left anywhere in or near the Premises other than in an agreed parking place;
3.2.13 place any advertisement, notice or sign on or in the Property;
3.2.14 interfere with any machinery, plant or equipment belonging to the Landlord on the Property other than to operate it in accordance with the Landlord's or the manufacturer's instructions;
3.2.15 allow any person other than the intended occupants notified to the Landlord prior to the commencement of this Agreement to remain on the Property for more than fourteen (14) days;
3.2.16 alter, remove or add any locks or other security devices to the Property. In the event consent is granted, the Tenant must supply any key, device or updated security code to the Agent as soon as practicable;
3.2.17 cause or permit smoking within the Premises.

3.3 Where the Premises are a unit or lot under the *Strata Titles Act 1988* or the *Community Titles Act 1996* or are comprised in another form of multiple dwelling, the Tenant must not breach or permit a breach of the applicable Act or the Articles/By Laws of the Corporation made under that Act, or (in regard to other premises) of any Articles or Rules that apply and in particular must not:
3.3.1 park any motor vehicle or motor cycle in any place other than an allotted parking space;
3.3.2 deposit any rubbish around the Property or any neighbouring properties other than in a bin provided for the purpose;
3.3.3 place any pot or plant container or personal items on any window sill, balustrade, balcony or passageway or in any common areas;
3.3.4 hang washing anywhere other than in areas provided for that purpose;
3.3.5 use any communal laundry outside the times set by the Corporation.

4. LANDLORD'S RIGHT OF ENTRY

Subject to the Act, the Landlord or Agent may enter the premises:

4.1 in an emergency;
4.2 to collect rent;
4.3 to inspect the premises;
4.4 to carry out garden maintenance;
4.5 to carry out necessary maintenance;
4.6 to show the premises to prospective tenants;
4.7 to show the premises to prospective purchasers;
4.8 to determine whether a breach has been remedied;
4.9 for some other genuine purpose;
4.10 if the landlord believes on reasonable grounds that the tenant has abandoned the premises.

5. LANDLORD'S RIGHTS AND OBLIGATIONS

5.1 Subject to the Act, the Landlord must:
5.1.1 provide the Property in a reasonable state of cleanliness;
5.1.2 provide and maintain the Property in a reasonable state of repair having regard to its age, character and prospective life, however the Landlord will not be regarded as being in breach of the obligation to repair unless the Landlord has been given written notice by the Tenant of the defect requiring repair and the Landlord fails to act with reasonable diligence to have the defect repaired;
5.1.3 provide and maintain such locks and other devices as are necessary to ensure that the Property is reasonably secure;
5.1.4 pay all rates, taxes and charges imposed in respect of the Property other than rates and charges for water that are agreed to be paid by the Tenant and specified in Item 8 of the Schedule;
5.1.5 allow the Tenant to have quiet enjoyment of the Property during the Term.

5.2 The Landlord must not:
5.2.1 cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Property;
5.2.2 except where the Tenant is in default of this Agreement, alter, remove or add any lock or device of the type referred to in clause 5.1.3 without the Tenant's written or verbal consent.

5.3 Subject to the Act, the Landlord may increase the Rent and Bond during the Term, even if this Agreement is for a fixed term. If the Agreement is for a fixed term, any rent increase during the Term must be either by mutual agreement or in accordance with clause 5.4.

5.4 By completing this clause, the parties agree that the rent will be increased during the fixed term of the agreement as follows:
5.4.1 the rent will be increased to $ _____ per _____ on ___ / ___ / _____ ;
and to $ _____ per _____ on ___ / ___ / _____ ; or
5.4.2 the rent increase can be calculated by the following method (set out details):

6. TERMINATION AND HOLDING OVER

The Landlord and Tenant agree:

6.1 this Agreement may only be terminated in accordance with the Act;
6.2 subject to clause 6.3, the Landlord may terminate this Agreement on seven (7) days notice to the Tenant if the Tenant breaches it in any respect whatsoever;
6.3 where the Landlord proposes to give a notice terminating this Agreement for non-payment of rent, the Rent must have been in arrears for at least fourteen (14) days before a notice of termination can be given;
6.4 if, with the approval of the Landlord, the Tenant remains in occupation of the Property after the expiration of the Term, this Agreement continues until determined by either party in accordance with the Act;
6.5 if the Tenant breaches this Agreement during its Term, and the Landlord re-lets the Property, then the Tenant will pay to the Agent the Landlord's reasonable re-letting costs including advertising, letting fee and any out of pocket expenses, together with the Rent to the date on which the Tenant is released (if applicable) from this Agreement;
6.6 the Landlord may charge the Tenant for processing an application for consent to sublet the Property.

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Residential Property Tenancy Agreement: Terms and Conditions

7. *PRIVACY ACT 1988*

7.1 The parties agree and acknowledge that the Agent uses personal information collected from the Landlord and Tenant to act as the Landlord's agent and to perform their obligations under this Agreement. The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients.

7.2 The Agent may disclose information to other parties including media organisations, on the internet, to potential tenants, or to clients of the Agent both existing and potential, as well as to tradespeople, owners, corporations, government and statutory bodies, other agents, and to third party operators of tenancy reference databases. By entering into this Agreement the Tenant acknowledges that if they fail to comply with their obligations under this Agreement that fact and any other relevant information collected about the Tenant during the course of the tenancy may also be disclosed to other agents and third party operators of tenancy reference databases.

7.3 The Agent will only disclose information in this way to other parties as required to perform their duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the *Privacy Act 1988*.

7.4 If the Tenant would like to access this information, they can do so by contacting the Agent at the address and contact numbers contained in this Agreement. The Tenant can also correct this information if it is inaccurate, incomplete or out-of-date.

8. OTHER CONDITIONS

This Agreement includes such other terms and conditions as specified in Item 10 of the Schedule.

9. GENERAL

9.1 This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of this State.

9.2 If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever such provision from this Agreement.

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Residential Property Tenancy Agreement: Execution Page

Ennis Partners

REISA
REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA

EXECUTED AS AN AGREEMENT

Dated this _____ Day of _____ _____

The Tenant(s) acknowledge receipt of:

- [x] Section 48 Notice
- [x] A copy of this Agreement
- [x] Information Brochure *(Residential Tenancies Act 1995)*
- [x] Property Condition Report (2 copies)
- [x] Manufacturers' Manuals – refer Annexure
- [ ] Additional fees and charges - refer Annexure
- [ ] Additional Conditions Annexure
- [x] Keys (Number _____)
- [x] Remote control devices (Number _____)
- [ ] Strata Articles
- [ ] Community Title By-laws
- [ ] Statutory Notice for Short Term Tenancy
- [ ] Other _____
- [ ] Other _____

SIGNED by the **TENANT(s)**:

Tenant: B. Fehr

Full Name (Print) Bernadette Fehr

Tenant: _____

Full Name (Print) _____

Tenant: _____

Full Name (Print) _____

Tenant: _____

Full Name (Print) _____

SIGNED by or on behalf of **THE LANDLORD**

_____

- [x] Agent as authorised
- [ ] Landlord

Full Name (Print) Martina Claus

Note:

1. REISA recommends that you should not sign any contractual document unless you are satisfied that you understand its terms.
2. Use of this Agreement by a non-member of REISA is a breach of Copyright.

NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES

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