Eckermann Property Forms (SA) Pty Ltd T/A Eckermann Property Forms
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FORM 1 - Vendor's Statement

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

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Preliminary

To the purchaser:

The purpose of a statement under section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* is to put you on notice of certain particulars concerning the land to be acquired. If you intend to carry out building work on the land, change the use of the land or divide the land, you should make further inquiries to determine whether this will be permitted. For example, building work may not be permitted on land not connected to a sewerage system or common drainage scheme if the land is near a watercourse, dam, bore or the River Murray and Lakes.

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

PART A – PARTIES AND LAND

1 Purchaser: _____

Address: _____ ☐

2 Purchaser's registered agent: _____

Address: _____

3 Vendor: Paul James Ryan and Catherine Mary O'Leary

Address: 19 Cranbrook Avenue Millswood SA 5034

4 Vendor's registered agent: Klemich Real Estate Pty. Ltd. trading as Klemich Real Estate ☑

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*]

Being the land situated at 5/5 Frost Place Brompton SA 5007 and being the whole of the land in Certificate of Title Volume 6096 Folio 689 and being the whole of Lot Comprising Pieces 5 and 13 on Primary Community Plan 27173 in the Area named Brompton in the 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:

19 Cranbrook Avenue Millswood SA 5034

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

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

(08) 8132 0244 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; or
(b) if you intend to serve the notice by fax or email, you obtain a record of the transmission of the fax or email.

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

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

Proceeding with the purchase

If you wish to proceed with the purchase–

(a) it is strongly recommended that you take steps to make sure your interest in the property is adequately insured against loss or damage; and

(b) pay particular attention to the provisions in the contract as to time of settlement - it is essential that the necessary arrangements are made to complete the purchase by the agreed date - if you do not do so, you may be in breach of the contract; and

(c) you are entitled to retain the solicitor or registered conveyancer of your choice.

PART C – STATEMENT WITH RESPECT TO REQUIRED PARTICULARS
(section 7(1))

To the purchaser:
*I / ~~We~~,

Paul James Ryan

of

19 Cranbrook Avenue Millswood SA 5034

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: 12/03/2025 Signed: Paul James Ryan

Date: _____ Signed: _____

PART D – CERTIFICATE WITH RESPECT TO PRESCRIBED INQUIRIES BY REGISTERED AGENT ☑
(section 9)

To the purchaser:

I,

Eckermann Forms (SA) Pty. Ltd. T/A Eckermann Property Forms

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: 12/03/2025 Signed: Zak Zeptner

*~~Vendor's agent~~ / ~~Purchaser's agent~~
*Person authorised to act on behalf of *Vendor's agent / ~~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, <u>but not</u> 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 <u>each</u> 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 <u>all</u> 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.]

Column 1	Column 2	Column 3
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.]*	***Is this item applicable?***	☑
	Will this be discharged or satisfied prior to or at settlement?	**YES**
	Are there attachments? *If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):*	**NO**
	Number of mortgage (if registered): Unregistered Name of mortgagee: Bank SA (Unregistered)	
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.]*	***Is this item applicable?***	☑
	Will this be discharged or satisfied prior to or at settlement?	**NO**
	Are there attachments? *If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* Annexure D – Page 13 of 14 Description of land subject to easement: The whole of the land in Certificate of Title Volume 6096 Folio 689 Nature of easement: Electricity and Telecommunications 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):	**YES**
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.]* N/A	***Is this item applicable?***	☐
	Will this be discharged or satisfied prior to or at settlement?	**YES/NO**
	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?	**YES/NO**

Column 1	Column 2	Column 3
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.]*	***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):* N/A Names of parties: Period of lease, agreement for lease etc: From: To: Amount of rent or licence fee: per (period) Is the lease, agreement for lease etc in writing? If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify- (a) the Act under which the lease or licence was granted: (b) the outstanding amounts due (including any interest or penalty):	☐ **YES/NO** **YES/NO**

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.]*	***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):* Annexure C – Pages 2 and 3 of 12 Condition(s) of authorisation: Refer Development Numbers 252/2419/11 and 252/3374/10 - as part of the City of Charles Sturt Council search attached	☑ **NO** **YES**

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.]*	***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):* N/A Nature of condition(s):	☐ **YES/NO** **YES/NO**

18. *Landscape South Australia Act 2019*

18.1 section 72 - Notice to pay levy in respect of costs of regional landscape board	***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):* Annexure C - Page 1 of 12 Date of notice: 05/03/2025 Amount of levy payable: $36.15	☑ **YES** **YES**

Column 1	Column 2	Column 3
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.]*	***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):* Annexure C – Pages 4 and 9-12 of 12 Annexure D – Page 8 of 14 Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): Established Neighbourhood (EN) Airport Building Heights (Regulated) (All structures over 45 metres) Building Near Airfields Historic Area (ChSt3) 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 statement even if not applicable.]* N/A	***Is this item applicable?***	☐
	Will this be discharged or satisfied prior to or at settlement?	**YES/NO**
	Are there attachments?	**YES/NO**
	*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:	
34. *Water Industry Act 2012*		
34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement	***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):* Annexure G Date of notice or order: 05/03/2025 Name of person or body who served notice or order: SA Water Amount payable (if any) as specified in the notice or order: $165.55 Nature of other requirement made (if any) as specified in the notice or order: Demand for payment of water and sewer rates (in accordance with Water Industry Act 2012), levies, water use and other outstanding charges	

SCHEDULE – DIVISION 2

OTHER PARTICULARS

(section 7(1)(b))

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

1 Name of community corporation:
Community Corporation No. 27173 Inc.
Address of community corporation:
94 Frost Place Brompton SA 5007

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

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

(a) particulars of contributions payable in relation to the lot (including details of arrears of contributions related to the lot):
Administration fund = $170.65 per quarter and Sinking fund = $18.40 per quarter. Refer to the particulars supplied by the Community Corporation Section 139 Statement - Annexure I attached

(b) particulars of assets and liabilities of the community corporation:
Refer to the particulars supplied by the Community Corporation Section 139 Statement - Annexure I attached

(c) particulars of expenditure that the community corporation has incurred, or has resolved to incur, and to which the owner of the lot must contribute, or is likely to be required to contribute:
Refer to Minutes of Meeting as part of Section 139 Statement - Annexure I attached

(d) if the lot is a development lot, particulars of the scheme description relating to the development lot and particulars of the obligations of the owner of the development lot under the development contract:
Not applicable

(e) if the lot is a community lot, particulars of the lot entitlement of the lot:
1050/10000

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

4 Documents supplied by the community corporation that are enclosed:

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

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

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

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

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

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6 The following documents are enclosed:

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

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

7 The following additional particulars are known to the vendor or have been supplied by the community corporation:
Refer to the particulars supplied by the Community Corporation Section 139 Statement - Annexure I attached

8 Further inquiries may be made to the secretary of the community corporation or the appointed community scheme manager.
Name:
Strata Management SA Pty. Ltd.
Address:
225 Fullarton Road Eastwood SA 5063

Note—

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

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

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

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

Particulars relating to environment protection ☑

1—Interpretation

(1) In this and the following items (items 1 to 7 inclusive)–

domestic activity has the same meaning as in the *Environment Protection Act 1993*;

environmental assessment, in relation to land, means an assessment of the existence or nature or extent of–

(a) site contamination (within the meaning of the *Environment Protection Act 1993*) at the land; or

(b) any other contamination of the land by chemical substances,

and includes such an assessment in relation to water on or below the surface of the land;

EPA means the Environment Protection Authority established under the *Environment Protection Act 1993*;

pre-1 July 2009 site audit, in relation to land, means a review (carried out by a person recognised by the EPA as an environmental auditor) that examines environmental assessments or remediation of the land for the purposes of determining–

(a) the nature and extent of contamination of the land by chemical substances present or remaining on or below the surface of the land; and

(b) the suitability of the land for a particular use; and

(c) what remediation is or remains necessary for a particular use,

but does not include a site contamination audit (as defined below) completed on or after 1 July 2009;

pre-1 July 2009 site audit report means a detailed written report that sets out the findings of a pre-1 July 2009 site audit;

prescribed commercial or industrial activity—see item 1(2);

prescribed fee means the fee prescribed under the *Environment Protection Act 1993* for inspection of, or obtaining copies of information on, the public register;

public register means the public register kept by the EPA under section 109 of the *Environment Protection Act 1993*;

site contamination audit has the same meaning as in the *Environment Protection Act 1993*;

site contamination audit report has the same meaning as in the *Environment Protection Act 1993*.

(2) For the purposes of this and the following items (items 1 to 7 inclusive), each of the following activities (as defined in Schedule 3 clause 2 of the *Environment Protection Regulations 2009*) is a prescribed commercial or industrial activity:

abrasive blasting	acid sulphate soil generation	agricultural activities
airports, aerodromes or aerospace industry	animal burial	animal dips or spray race facilities
animal feedlots	animal saleyards	asbestos disposal
asphalt or bitumen works	battery manufacture, recycling or disposal	breweries
brickworks	bulk shipping facilities	cement works
ceramic works	charcoal manufacture	coal handling or storage
coke works	compost or mulch production or storage	concrete batching works
curing or drying works	defence works	desalination plants
dredge spoil disposal or storage	drum reconditioning or recycling works	dry cleaning
electrical or electronics component manufacture	electrical substations	electrical transformer or capacitor works
electricity generation or power plants	explosives or pyrotechnics facilities	fertiliser manufacture
fibreglass manufacture	fill or soil importation	fire extinguisher or retardant manufacture
fire stations	fire training areas	foundry
fuel burning facilities	furniture restoration	gasworks
glass works	glazing	hat manufacture or felt processing
incineration	iron or steel works	laboratories
landfill sites	lime burner	metal coating, finishing or spray painting
metal forging	metal processing, smelting, refining or metallurgical works	mineral processing, metallurgical laboratories or mining or extractive industries
mirror manufacture	motor vehicle manufacture	motor vehicle racing or testing venues
motor vehicle repair or maintenance	motor vehicle wrecking yards	mushroom farming
oil recycling works	oil refineries	paint manufacture
pest control works	plastics manufacture works	printing works
pulp or paper works	railway operations	rubber manufacture or processing
scrap metal recovery	service stations	ship breaking
spray painting	tannery, fellmongery or hide curing	textile operations
transport depots or loading sites	tyre manufacture or retreading	vermiculture
vessel construction, repair or maintenance	waste depots	wastewater storage, treatment or disposal
water discharge to underground aquifer	wetlands or detention basins	wineries or distilleries
wood preservation works	woolscouring or wool carbonising works	works depots (operated by councils or utilities)

2—Pollution and site contamination on the land —questions for vendor

(1) Is the vendor aware of any of the following activities ever having taken place at the land:

(a) storage, handling or disposal of waste or fuel or other chemicals (other than in the ordinary course of domestic activities)?

(b) importation of soil or other fill from a site at which –

(i) an activity of a kind listed in paragraph (a) has taken place; or

(ii) a prescribed commercial or industrial activity (see item 1(2) above) has taken place?

NO

If **YES**, give details of all activities that the vendor is aware of and whether they have taken place before or after the vendor acquired an interest in the land:

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(2) Is the vendor aware of any prescribed commercial or industrial activities (see item 1(2) above) ever having taken place at the land?

NO

If **YES**, give details of all activities that the vendor is aware of and whether they have taken place before or after the vendor acquired an interest in the land:

---

(3) Is the vendor aware of any dangerous substances ever having been kept at the land pursuant to a licence under the *Dangerous Substances Act 1979*?

NO

If **YES**, give details of all dangerous substances that the vendor is aware of and whether they were kept at the land before or after the vendor acquired an interest in the land:

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(4) Is the vendor aware of the sale or transfer of the land or part of the land ever having occurred subject to an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies?

NO

If **YES**, give details of each sale or transfer and agreement that the vendor is aware of:

---

(5) Is the vendor aware of an environmental assessment of the land or part of the land ever having been carried out or commenced (whether or not completed)?

NO

If **YES**, give details of all environmental assessments that the vendor is aware of and whether they were carried out or commenced before or after the vendor acquired an interest in the land:

Note—

These questions relate to details about the land that may be known by the vendor. A "YES" answer to the questions at items 2(1) or 2(2) 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.

A "**YES**" answer to any of the questions in this item may indicate the need for the purchaser to seek further information regarding the activities, for example, from the council or the EPA.

3—Licences and exemptions recorded by EPA in public register

Does the EPA hold any of the following details in the public register:

(a) details of a current licence issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?

NO

(b) details of a licence no longer in force issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?

NO

(c) details of a current exemption issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?

NO

(d) details of an exemption no longer in force issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?

NO

(e) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to operate a waste depot at the land?

NO

(f) details of a licence issued under the repealed *Waste Management Act 1987* to operate a waste depot at the land?

NO

(g) details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to produce waste of a prescribed kind (within the meaning of that Act) at the land?

NO

(h) details of a licence issued under the repealed *Waste Management Act 1987* to produce prescribed waste (within the meaning of that Act) at the land?

NO

Note—

These questions relate to details about licences and exemptions required to be recorded by the EPA in the public register. If the EPA answers "**YES**" to any of the questions—

- in the case of a licence or exemption under the *Environment Protection Act 1993*—
  - the purchaser may obtain a copy of the licence or exemption from the public register on payment of the prescribed fee; and
  - the purchaser should note that transfer of a licence or exemption is subject to the conditions of the licence or exemption and the approval of the EPA (see section 49 of the *Environment Protection Act 1993*); and
- in the case of a licence under a repealed Act—the purchaser may obtain details about the licence from the public register on payment of the prescribed fee.

A "**YES**" answer to any of these questions 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.

The EPA will not provide details about licences to conduct the following prescribed activities of environmental significance (within the meaning of Schedule 1 Part A of the *Environment Protection Act 1993*): waste transport business (category A), waste transport business (category B), dredging, earthworks drainage, any other activities referred to in Schedule 1 Part A undertaken by means of mobile works, helicopter landing facilities, marinas and boating facilities or discharges to marine or inland waters.

The EPA will not provide details about exemptions relating to—

- the conduct of any of the licensed activities in the immediately preceding paragraph in this note; or
- noise.

4—Pollution and site contamination on the land —details recorded by EPA in public register

Does the EPA hold any of the following details in the public register in relation to the land or part of the land:

(a) details of serious or material environmental harm caused or threatened in the course of an activity (whether or not notified under section 83 of the *Environment Protection Act 1993*)?

NO

(b) details of site contamination notified to the EPA under section 83A of the *Environment Protection Act 1993*?

NO

(c) a copy of a report of an environmental assessment (whether prepared by the EPA or some other person or body and whether or not required under legislation) that forms part of the information required to be recorded in the public register?

YES

(d) a copy of a site contamination audit report?

NO

(e) details of an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies?

NO

(f) details of an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*?

NO

(g) details of an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*?

NO

(h) details of a notification under section 103Z(1) of the *Environment Protection Act 1993* relating to the commencement of a site contamination audit?

NO

(i) details of a notification under section 103Z(2) of the *Environment Protection Act 1993* relating to the termination before completion of a site contamination audit?

NO

(j) details of records, held by the former South Australian Waste Management Commission under the repealed *Waste Management Act 1987*, of waste (within the meaning of that Act) having been deposited on the land between 1 January 1983 and 30 April 1995?

NO

Note—

These questions relate to details required to be recorded by the EPA in the public register. If the EPA answers "YES" to any of the questions, the purchaser may obtain those details from the public register on payment of the prescribed fee.

5—Pollution and site contamination on the land —other details held by EPA

Does the EPA hold any of the following details in relation to the land or part of the land:

(a) a copy of a report known as a "Health Commission Report" prepared by or on behalf of the South Australian Health Commission (under the repealed *South Australian Health Commission Act 1976*)?

YES

(b) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993*?

NO

(c) details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*?

NO

(d) a copy of a pre-1 July 2009 site audit report?

YES

(e) details relating to the termination before completion of a pre-1 July 2009 site audit?

YES

Note—

These questions relate to details that the EPA may hold. If the EPA answers "**YES**" to any of the questions, the purchaser may obtain those details from the EPA (on payment of any fee fixed by the EPA).

6—Further information held by councils

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

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

NO

Note—

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

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

It should be noted that—

- the approval of development by a council does not necessarily mean that the development has taken place;
- the council will not necessarily be able to provide a complete history of all such development that has taken place at the land.

7—Further information for purchasers

Note—

The purchaser is advised that other matters under the *Environment Protection Act 1993* (that is, matters other than those referred to in this Statement) that may be relevant to the purchaser's further enquiries may also be recorded in the public register. These include:

- details relating to environmental authorisations such as applications, applicants, locations of activities, conditions, suspension, cancellation or surrender of authorisations, disqualifications, testing requirements and test results;
- details relating to activities undertaken on the land under licences or other environmental authorisations no longer in force;
- written warnings relating to alleged contraventions of the *Environment Protection Act 1993*;
- details of prosecutions and other enforcement action;
- details of civil proceedings;
- other details prescribed under the *Environment Protection Act 1993* (see section 109(3)(l)).

Details of these matters may be obtained from the public register on payment to the EPA of the prescribed fee.

If—

- an environment performance agreement, environment protection order, clean-up order, clean-up authorisation, site contamination assessment order or site remediation order has been registered on the certificate of title for the land; or
- a notice of declaration of special management area in relation to the land has been gazetted; or
- a notation has been made on the certificate of title for the land that a site contamination audit report has been prepared in respect of the land; or
- a notice of prohibition or restriction on taking water affected by site contamination in relation to the land has been gazetted,

it will be noted in the items under the heading *Environment Protection Act 1993* under the Table of Particulars in this Statement. Details of any registered documents may be obtained from the Lands Titles Registration Office.

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.

The Australian Institute of Conveyancers (SA Division) (AICSA) provides information and operates a Public Advisory Service with respect to conveyancers and the conveyancing process, see www.aicsa.com.au.

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.

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser acknowledges receipt of the following:

FORM 1 – STATEMENT UNDER SECTION 7 *(Land and Business (Sale and Conveyancing) Act 1994)*

the above being identified by pages numbered **1** to **17** inclusive, together with the following annexures and supporting documents (if any):

Annexure A - Certificate of Title to the land

Annexure B - Form R3 – Buyers Information Notice

Annexure C - City of Charles Sturt Council Search

Annexure D - Property Interest Report (PIR)

Annexure E - Certificate of Emergency Services Levy

Annexure F - Certificate of Land Tax

Annexure G - Certificate of Water and Sewer Charges

Annexure H - Title and Valuation Package

Annexure I - The particulars supplied by the Community Corporation (statement pursuant to section 139) and enclosures

Annexure J - Plan of Community Division 27173

Annexure K - By-laws of the Community Scheme 11762784

Annexure L - Scheme Description 11762785

Annexure M - Environment Protection Authority - Response to PIR

SIGNED BY THE PURCHASER:

Date: _____ Signed: _____

Date: _____ Signed: _____

The Purchaser:

1. acknowledges and consents to the parties and their representatives signing the Form 1 by digital and or electronic signatures under the *Electronic Communications Act* (SA);
2. by signing this Acknowledgement, signs for all Purchasers, and warrants authority to acknowledge the Form 1 for all Purchasers (if more than 1); and
3. is not required to sign a Form 1 for it to be validly served and acknowledges the signing provision above is included if the Agent serves the Form 1 in person and wants evidence of the Purchaser having been served. If the Form 1 is served electronically, the email is sufficient evidence of what has been served.

CERTIFICATE OF TITLE

CT Volume 6096 Folio 689

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 6096 Folio 689

Parent Title(s) CT 6063/73

Creating Dealing(s) ACT 11762783

Title Issued 10/07/2012 **Edition** 3 **Edition Issued** 22/11/2018

Diagram Reference

Estate Type

FEE SIMPLE

Registered Proprietor

PAUL JAMES RYAN
CATHERINE MARY O'LEARY
OF 19 CRANBROOK AVENUE MILLSWOOD SA 5034
AS JOINT TENANTS

Description of Land

LOT COMPRISING PIECES 5 AND 13 PRIMARY COMMUNITY PLAN 27173
IN THE AREA NAMED BROMPTON
HUNDRED OF YATALA

Easements

NIL

Schedule of Dealings

NIL

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
21/05/2012	11762784	BY-LAWS	FILED
21/05/2012	11762785	SCHEME DESCRIPTION	FILED

Registrar-General's Notes

AREA NAME UPDATED VIDE GOVERNMENT GAZETTE DATED 22/08/2002

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

FORM R3

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.

LOCAL AUTHORITY SEARCH

CT Volume 6096 Folio 689

72 Woodville Road, Woodville, South Australia 5011
PO Box 1, Woodville SA 5011
T: 08 8408 1111 **F:** 08 8408 1122 **charlessturt.sa.gov.au**

Local Government Search

(Form 1)

Certificate Number:	CERT0752/25
Date:	05 March 2025

BPAY Biller Code: 10330
Ref No: 1695360

Eckermann Forms
PO Box 7340
HUTT STREET SA 5000

Property No: 169536
Assessment No: 255207770*

Owner: Mr P J Ryan & Ms C M O'Leary
Property: 5/5 Frost Place BROMPTON SA 5007

Lot/Section/Title Reference: Lot 13 CP 27173 Vol 6096 Fol 689 Lot 5 CP 27173 Vol 6096 Fol 689

Ward: Hindmarsh

Pursuant to Section 187 of the Local Government Act 1999 I certify that the following amounts are due and payable in respect of, and are a charge against, the above property as at the date of this certificate:

Rates for Financial Year 01/07/24 to 30/06/25	$1,285.00
Levies for Financial Year 01/07/24 to 30/06/25	
Regional Landscape Levy	$36.15
Payments/Adjustments for Current Financial Year	($990.00)
Amount Due & Payable	$331.15

Please note: City of Charles Sturt uses a ***differential rating system*** with a minimum amount. This is where a different rate in the dollar is used to determine the rates levied based on whether the land is used for residential, commercial, industrial, primary production, vacant or other purposes. Should the land use change within the financial year there may be an adjustment to the differential rate charged for the future financial year and rates levied.

Outstanding rates balance is correct as at the above date. If you are seeking updated rating information more than 30 days from the above date or in a new financial year, a new Section 187 request is required to be lodged.

Chief Executive Officer **Per Authorised Officer:**

Property No: 169536
Property Address: 5/5 Frost Place BROMPTON SA 5007

Prescribed enquiries under section 7 of the Land and Business (Sale and Conveyancing) Act and Regulations.

Prescribed Encumbrances	Other Particulars Required
Development Act 1993 (Repealed)	
Part 3 – Development Plan Title or other brief description of zone or policy area in which the land is situated (as shown in the Development Plan): **For updated zoning information, refer to Data Extract for Section 7 search purposes below.** Is the land situated in a designated State Heritage area? Is the land designated as a place of Local Heritage value?	 **No** **No**
Development Act 1993 (Repealed)	
Section 42 – Condition (that continues to apply) of a development authorisation	**Yes**

Application No. 252/2419/11
Description Land Division - Community Title - Create Nine Allotments from One - 252/C242/11
Decision: #APPROVED
Issue Date 30/11/2011

1. **Develop in accordance with the approved plans**

   That the proposal shall be developed in accordance with the details and approved plans stamped by Council except where varied by the conditions herein and shall be completed prior to occupation of the proposed development.

   Reason: To ensure the development proceeds in an orderly manner.

Conditions required by the Development Assessment Commission:

1. The financial requirements of the SA Water Corporation for the provision of water supply and sewerage services (SA Water G887346).

2. A copy of a certified survey plan being lodged with the Development Assessment Commission for Certificate purposes.

Application No. 252/3374/10
Description Two-storey residential flat building comprising eight dwellings, with associated carports with access from Frost Place and one, two storey dwelling with access from Pickering Street (Non-complying)
Decision: #APPROVED
Issue Date 7/12/2012

1. **Develop in accordance with the approved plans**

   That the proposal shall be developed in accordance with the details and approved plans stamped by Council except where varied by the conditions herein and shall be completed prior to occupation of the proposed development.

   Reason: To ensure the development proceeds in an orderly manner.

2. **1.5 metre high sill height**

   That the upper storey windows of dwelling 1 - 8 have a minimum 1.5 metre high sill height above the finished floor level or have translucent glass/film to a minimum height of 1.5 metres. The translucent glass/film windows shall be fixed or be provided with awning sashes that do not exceed an open distance of 200mm.

   Reason: To minimise the impact on adjoining residents.

   Note: With respect to this condition other forms of screening can be used as long as it can be demonstrated to Council that such screening will prevent overlooking. However, should you wish to use an alternative screening method you are required to lodge an application to vary the above condition.

3. **Landscaping per Plans**

   The proposed landscaping shall be established on the site in accordance with the approved plan prior to the occupation of the site and it shall be maintained and nurtured at all times, with any diseased or dying plants replaced.

   Reason: To preserve and enhance the amenity of the locality and to ensure that the proposal is established in accordance with the approved plans.

4. **Stormwater Condition**

   All stormwater from buildings and paved areas shall be disposed of in such a manner that it does not result in the entry of water into a building or affect the stability of a building.

   Reason: To ensure the development proceeds in an orderly manner.

Building Indemnity Insurance - No

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 (Repealed)?	**No**
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)	**No**
Planning, Development and Infrastructure Act 2016	
Part 5 – Planning and Design Code	**Refer to the PlanSA Data Extract for Section 7 Search purposes below.**
Section 127 – Condition (that continues to apply) of a development authorisation Copies of Decision Notification Forms can be downloaded from the PlanSA website – Development application register | PlanSA	**Refer to the PlanSA Data Extract for Section 7 Search purposes below.**
Development Act 1993 (Repealed)	
Section 50(1) – Requirement to vest land in a council or the Crown to be held as open space	**No**
Section 50(2) – Agreement to vest land in a council or Crown to be held as open space	**No**
Section 55 – Order to remove or perform work	**No**
Section 56 – Notice to complete development	**No**
Section 57 – Land management agreement	**Refer to the PlanSA Data Extract for Section 7 Search purposes below.**

Section 69 – Emergency order	**No**
Section 71 – Fire safety notice	**No**
Section 84 – Enforcement notice	**No**
Section 85(6), 85(10) – Enforcement order	**No**
Section 106 – Enforcement order	**No**
Part 11 Division 2 – Proceedings	**No**
Planning, Development and Infrastructure Act 2016	
Section 141 – Order to remove or perform work	**No**
Section 142 – Notice to complete development	**No**
Section 155 – Emergency order	**No**
Section 157 – Fire safety notice	**No**
Section 198(1) – Requirement to vest land in a council or the Crown to be held as open space	**No**
Section 198(2) – Agreement to vest land in a council or the Crown to be held as open space	**No**
Part 16 – Division 1 – Proceedings	**No**
Section 213 – Enforcement notice	**No**
Section 214(6), 214(10) – Applications to Court	**No**

Section 222 – Enforcement order to rectify breach	**No**
Confirmed – Planning and Development: 	
Fire and Emergency Services Act 2005	
Section 105F (or Section 56 or 83 (repealed)) – Notice of action required concerning flammable materials on land	**No**
Local Nuisance and Litter Control Act 2016	
Section 30 – Nuisance or litter abatement notice	**No**
Local Government Act 1934 and/or Local Government Act 1999	
Notice, order, declaration, charge, claim or demand given or made under the Act	**No**
Confirmed – Community Safety: 	
Food Act 2001	
Section 44 – Improvement notice	**No**
Section 46 – Prohibition order	**No**
Public and Environmental Health Act 1987 (repealed)	
Part 3 – Notice	**No**
Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) Part 2 – Condition (that continues to apply) of an approval	**No**
Public and Environmental Health (Waste Control) Regulations 2010 (revoked) Regulation 19 – Maintenance order (that has not been complied with)	**No**

South Australian Public Health Act 2011	
Section 66 – Direction or requirement to avert spread of disease	**No**
Section 92 – Notice	**No**
South Australian Public Health (Wastewater) Regulations 2013 Part 4 – Condition (that continues to apply) of an approval	**No**
Confirmed – Environmental Health: 	
Local Government Act 1934 (repealed) and/or Local Government Act 1999	
Notice, order, declaration, charge, claim or demand given or made under the Act	**No**
Confirmed – Community Safety: 	
Water Industry Act 2012	
Notice or order under the Act requiring payment of charges or other amounts or making other requirement	**No**
Confirmed – Alternative Water: 	
Land Acquisitions Act 1969	
Section 10 Notice of intention to acquire	**No**
Confirmed – Property Management, Planning and Strategy: 	

The information herein is provided pursuant to Council's obligations under Section 7 of the Land and Business (Sales and Conveyancing) Act and Regulations. Only information, which is required to be provided, has been given and that information should not be taken as a representation as to whether or not any charges or encumbrances affect the Subject Land.

NOTICES

Aluminium Composite Panel Cladding (ACP) is defined as flat or profiled aluminium sheet material in composite with any type of material. ACP is an external building cladding material which can create a fire risk if used or installed incorrectly.

Both Vendors and Purchasers should take reasonable steps to determine if ACP has been identified on any buildings on the land, and also the status of any required remediation works related to the presence of ACP on such building.

INFORMATION NOTE

CHANGES TO PLANNING POLICY AFFECTING LAND IN COUNCIL'S AREA

The information provided in this note is additional to, and not in substitution of, any information provided in response to your request for statutory search information. The response to your request, provided with this note, does not reference changes to planning policy affecting all South Australian Councils.
Council takes this opportunity to inform you that pursuant to the Planning Development and Infrastructure Act 2016 (Section 65, Clause 2 of Schedule 6 and Clause 9 (7) of Schedule 8), the Council's Development Plan will be repealed in full and replaced with the Planning and Design Code (Code) at a time on or before 1 July 2020. For further information regarding this change, including the opportunity for comment in relation to the content of the Code, please refer to the SA Planning Portal at https://www.saplanningportal.sa.gov.au.

Additional Information

This information is provided as additional information, it is not information that Council is statutorily obliged to provide.

Parts of the City are subject to flooding. This situation may be subject to change over time. Flood plain mapping data is available on Council's website.

Data Extract for Section 7 search purposes

Valuation ID 255207770*

Data Extract Date: 06/03/2025

Parcel ID: C27173 QP13, C27173 QP5

Certificate Title: CT6096/689

Property Address: UNIT 5 5 FROST PL BROMPTON SA 5007

Zones
Established Neighbourhood (EN)

Subzones
No

Zoning overlays

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

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

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.

Historic Area (ChSt3)

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.

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

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

Valuation ID 255207770*

Data Extract Date: 06/03/2025

Parcel ID: C27173 QP13, C27173 QP5

Certificate Title: CT6096/689

Property Address: UNIT 5 5 FROST PL BROMPTON SA 5007

Zones
Established Neighbourhood (EN)

Subzones
No

Zoning overlays

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

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

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.

Historic Area (ChSt3)

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.

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

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

PROPERTY INTEREST REPORT

CT Volume 6096 Folio 689

Property Interest Report

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

Title Reference	CT 6096/689	**Reference No.** 2653618
Registered Proprietors	P J*RYAN & ANR	**Prepared** 05/03/2025 10:45
Address of Property	Unit 5, 5 FROST PLACE, BROMPTON, SA 5007	
Local Govt. Authority	CITY OF CHARLES STURT	
Local Govt. Address	PO BOX 1 WOODVILLE SA 5011	

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) will respond with details relevant to this item
8.2	section 93 - Environment protection order that is registered in relation to the land	EPA (SA) will respond with details relevant to this item
8.3	section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land	EPA (SA) will respond with details relevant to this item
8.4	section 99 - Clean-up order that is registered in relation to the land	EPA (SA) will respond with details relevant to this item
8.5	section 100 - Clean-up authorisation that is registered in relation to the land	EPA (SA) will respond with details relevant to this item
8.6	section 103H - Site contamination assessment order that is registered in relation to the land	EPA (SA) will respond with details relevant to this item
8.7	section 103J - Site remediation order that is registered in relation to the land	EPA (SA) will respond with details relevant to this item
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) will respond with details relevant to this item

8.9	section 103P - Notation of site contamination audit report in relation to the land	**EPA (SA) will respond with details relevant to this item**
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	**EPA (SA) will respond with details relevant to this item**

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 Brompton Gasworks (Minor Amendments) – MAB Corporation is developing the Brompton Gasworks site into a medium density, mixed use urban village. Minor Code Amendments have been proposed, to provide greater certainty that the site will developed in accordance with the agreed Master Plan, particularly in relation to providing more open space and integrating heritage buildings. 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 Accommodation Diversity - The State Planning Commission is proposing refinements to policy to provide more flexibility in housing design to encourage housing choices to meet the needs of South Australians. 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 1800 752 664. Code Amendment Assessment Improvements - proposes a series of technical amendments to the Code informed through the experience of planning practitioners and other users to improve assessment outcomes. The Code Amendment forms part of the Government of South Australia's response to the Planning System Implementation Review; it will implement some of the recommendations of the Expert Panel that were supported by the Government. 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 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) will respond with details 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.

ESL CERTIFICATE

CT Volume 6096 Folio 689

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: 2653618

DATE OF ISSUE
05/03/2025

ECKERMANN FORMS
POST OFFICE BOX 7340
HUTT STREET ADELAIDE SA 5000

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

OWNERSHIP NUMBER	OWNERSHIP NAME
0668858*	P J RYAN & C M OLEARY

PROPERTY DESCRIPTION

U5 5 FROST PL / BROMPTON SA 5007 / PCES 13 5 C27173

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
255207770*	CT 6096/689	$510,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2024-2025

FIXED CHARGE	**$**	50.00
+ VARIABLE CHARGE	**$**	192.15
- REMISSION	**$**	118.35
- CONCESSION	**$**	0.00
+ ARREARS / - PAYMENTS	**$**	-123.80
= AMOUNT PAYABLE	**$**	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 **03/06/2025**

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:

www.revenuesaonline.sa.gov.au

OR

By Post to:

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

LAND TAX CERTIFICATE

CT Volume 6096 Folio 689

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: 2653618

DATE OF ISSUE
05/03/2025

ECKERMANN FORMS
POST OFFICE BOX 7340
HUTT STREET ADELAIDE SA 5000

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

OWNERSHIP NAME
P J RYAN & C M OLEARY

FINANCIAL YEAR
2024-2025

PROPERTY DESCRIPTION
U5 5 FROST PL / BROMPTON SA 5007 / PCES 13 5 C27173

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
255207770*	CT 6096/689	$240,000.00	0.0086 HA

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

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

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

ON OR BEFORE **03/06/2025**

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

No payment is required on this Certificate

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

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

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

SA WATER CERTIFICATE

CT Volume 6096 Folio 689

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
255207770*	CT6096689	5/3/2025	7793	2653618

ECKERMANN FORMS
PO BOX 191
CAMPBELLTOWN SA 5074
searches@eckermannforms.com

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: MR P RYAN & MS CM O'LEARY
Location: U5 5 FROST PL BROMPTON PCE13 PCE5 C27173
Description: H CP
Capital Value: $ 510 000
Rating: Residential

Periodic charges

Raised in current years to 31/3/2025

				$
		Arrears as at: 30/6/2024	:	0.00
Water main available:	1/7/2013	Water rates	:	235.80
Sewer main available:	1/7/2013	Sewer rates	:	260.85
		Water use	:	0.00
		SA Govt concession	:	0.00
		Recycled Water Use	:	0.00
		Service Rent	:	0.00
		Recycled Service Rent	:	0.00
		Other charges	:	0.00
		Goods and Services Tax	:	0.00
		Amount paid	:	331.10CR
		Balance outstanding	:	165.55

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

Next quarterly charges: Water supply: 78.60 Sewer: 86.95 Bill: 23/4/2025

This account has no meter of its own but is supplied from account no 25 52077 46 *.

The Water Use apportionment option is Nil.

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.

SA Water

Government of South Australia

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

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

SA Water

South Australian Water Corporation

Name:
MR P RYAN & MS CM O'LEARY

Water & Sewer Account
Acct. No.: 255207770*

Amount: _____

Address:
U5 5 FROST PL BROMPTON PCE13 PCE5
C27173

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	255207770*

BPAY

Biller code: 8888
Ref: 25520777010

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: 255207770*

TITLE VALUATION PACKAGE

CT Volume 6096 Folio 689

Certificate of Title

Title Reference	CT 6096/689
Status	CURRENT
Easement	NO
Owner Number	0668858*
Address for Notices	19 CRANBROOK AVE MILLSWOOD 5034
Area	86m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

PAUL JAMES RYAN
CATHERINE MARY O'LEARY
OF 19 CRANBROOK AVENUE MILLSWOOD SA 5034
AS JOINT TENANTS

Description of Land

LOT COMPRISING PIECES 5 AND 13 PRIMARY COMMUNITY PLAN 27173
IN THE AREA NAMED BROMPTON
HUNDRED OF YATALA

Last Sale Details

Dealing Reference	TRANSFER (T) 11929415
Dealing Date	30/04/2013
Sale Price	$200,000
Sale Type	TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

NIL

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
255207770*	CURRENT	Unit 5, 5 FROST PLACE, BROMPTON, SA 5007

Notations

Dealings Affecting Title

NIL

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Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
21/05/2012 10:57	11762784	BY-LAWS	FILED
21/05/2012 10:57	11762785	SCHEME DESCRIPTION	FILED

Registrar-General's Notes

AREA NAME UPDATED VIDE GOVERNMENT GAZETTE DATED 22/08/2002

Administrative Interests

NIL

Valuation Record

Valuation Number	255207770*
Type	Site & Capital Value
Date of Valuation	01/01/2024
Status	CURRENT
Operative From	01/07/2013
Property Location	Unit 5, 5 FROST PLACE, BROMPTON, SA 5007
Local Government	CHARLES STURT
Owner Names	PAUL JAMES RYAN CATHERINE MARY O'LEARY
Owner Number	0668858*
Address for Notices	19 CRANBROOK AVE MILLSWOOD 5034
Zone / Subzone	EN - Established Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1330 - Townhouse - Defined As Home Unit With Both Ground And First Floor Areas
Description	H CP
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C27173 PIECE 13	CT 6096/689
C27173 PIECE 5	CT 6096/689

Values

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Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$240,000	$510,000			
Previous	$225,000	$450,000			

Building Details

Valuation Number	255207770*
Building Style	Conventional
Year Built	2013
Building Condition	Very Good
Wall Construction	Brick
Roof Construction	Galvanised Iron
Equivalent Main Area	Not Available
Number of Main Rooms	Not Available

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

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COMMUNITY/STRATA SEARCH

CT Volume 6096 Folio 689

STATEMENT PURSUANT TO SECTION 139 OF THE *COMMUNITY TITLES ACT 1996*

This statement is issued on: **5 March 2025** for the following:

Community Corporation No. 27173 Inc.
Lot 5, 94 Frost Place, Brompton SA, 5007.

This statement has been issued for:
Name: **Eckermann Property Forms**
at Address: **zak.zeptner@eckermanns.com.au**

The Community Corporation certifies the following with respect to the Unit being the subject of this Statement:

1. Administrative fund – contributions payable by regular periodic instalments or lump sum

Total amount last determined with respect to the lot

Amount	Period
$682.60	01 Jan 2025 to 31 Dec 2025

Number of instalments payable (if contributions payable by instalments) 4

Amount of each instalment, period to which instalment relates and date due

Amount	Period	Date due
$170.65	01 Jan 2025 to 31 Mar 2025	01 Jan 2025
$170.65	01 Apr 2025 to 30 Jun 2025	01 Apr 2025
$170.65	01 Jul 2025 to 30 Sep 2025	01 Jul 2025
$170.65	01 Oct 2025 to 31 Dec 2025	01 Oct 2025

Amount owing	**$0.00**
Interest due on unpaid levies	$0.00
Amount in credit for prepaid levies	$0.00

2. Sinking fund – contributions payable by regular periodic instalments or lump sum

Total amount last determined with respect to the lot

Amount	Period
$73.60	01 Jan 2025 to 31 Dec 2025

Number of instalments payable (if contributions payable by instalments) 4

Amount of each instalment, period to which instalment relates and date due

Amount	Period	Date due
$18.40	01 Jan 2025 to 31 Mar 2025	01 Jan 2025
$18.40	01 Apr 2025 to 30 Jun 2025	01 Apr 2025
$18.40	01 Jul 2025 to 30 Sep 2025	01 Jul 2025
$18.40	01 Oct 2025 to 31 Dec 2025	01 Oct 2025

Amount owing	**$0.00**
Interest due on unpaid levies	$0.00
Amount in credit for prepaid levies	$0.00

3. Special contributions

None

4. Particulars of Assets and Liabilities of the Corporation

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

5. Particulars of any Expenditure

(a) Incurred by the Corporation – please refer to minutes of meetings

(b) Resolved to be incurred to which the unit holder must, or is likely to be required to, contribute – please refer to minutes of meetings

6. Insurance policies

Particulars of all insurance policies that the community corporation has taken out.

Policy No. CAH0000657 CHU Insurance
Type: Community Broker: Coverforce
International Towers Sydney, Level 26 Tower One,
Barangaroo NSW 2000
Premium: $808.54 Paid on: 07/03/2024 Policy start date: 07/03/2024 Next due: 07/03/2025

Cover	*Sum insured*	*Excess*
Common Property	$50,000.00	$300.00
Public Liability	$20,000,000.00	$0.00
Voluntary Workers	$200,000.00	$0.00
Fidelity Guarantee	$100,000.00	$0.00
Govt. Audit Costs	$25,000.00	$0.00
Workplace, Health & Safety Breaches	$100,000.00	$0.00
Legal Defence	$50,000.00	$1,000.00

7. Documents Supplied

(i) Minutes of general meetings of the corporation and meetings of the management committee for the last two years
(ii) Statement of Accounts of the corporation last prepared by the corporation
(iii) The current policies of insurance taken out by the corporation
(iv) By-laws of the corporation

The information provided is accurate as at the date of this Statement and is not intended to be relied upon by any party other than the person who requested this Statement under Section 139 of the Act.

NOTE: An inspection of the accounting records, minute books of the corporation and any other prescribed documentary material may be arranged by application to the Agent at the address listed below:

This Statement was prepared on behalf of Community Corporation No. 27173 Inc. by;

Signed: .....
Rosemary Padmanabhan
Strata Management SA

225 Fullarton Road
Eastwood SA 5063

Conveyancers – please note that water usage invoices on this property are paid by the Corporation out of funds available in the Administration Account and invoiced to Owners for actual water usage.
Please also advise of changes in ownership immediately upon settlement to Strata Management SA at contact@stratamanagementsa.com.au.

MINUTES OF THE ANNUAL GENERAL MEETING
COMMUNITY CORPORATION NO. 27173 INC.
94 Frost Place, Brompton SA 5007

The Annual General Meeting of the Corporation took place on:
DATE: 24/10/2024
TIME: 04:00 PM
VENUE: By Zoom

PRESENT:

Lot #	Unit #	Attendance	Representative
1	1	Yes	O Cook - proxy with Strata Management SA
2	2	Yes	P Sheppard
4	4	Yes	J & L Santillan- represented by Amy Beadle
8	8	Yes	G Kroker - proxy with Strata Management SA
			R Padmanabhan, Body Corporation Manager with Strata Manager SA

CHAIRPERSON (acting): The meeting requested that Rosemary Padmanabhan of Strata Management SA assist the Presiding Officer in chairing the meeting and the Secretary in recording the minutes.

Minutes of the meeting:

1 QUORUM
The body corporate manager advised that a quorum was present and the meeting commenced at 4.00pm.

Number of lots with contributions not paid who are not entitled to attend and vote at this meeting inline with Section 83(4) of the *Community Titles Act 1996* : 1 (One)

2 MINUTES
Resolved that the minutes of the last general meeting of the owners corporation on 30/11/2023 be confirmed as a true record of the proceedings of that meeting.

3 FINANCIAL STATEMENTS
Resolved that the statement of income and expenditure for the period ended 30/09/2024 be accepted as a true and accurate statement of the Corporation's financial position.

4 INSURANCE
The body corporate manager advised that the insurance sums are required to be discussed each year with the property to be insured for the full replacement value and recommended that an independent valuation be obtained by time to time to ensure that the rising costs of rebuilding are taken into account.

It was noted that the current insurances held by the body corporate are:
Policy No.CAH0000657 | CHU Insurance | Type : Community | Broker : Coverforce | Next due : 07/03/2025

Cover	Sum Insured	Excess
Common Property	$50,000.00	$300.00
Public Liability	$20,000,000.00	
Voluntary Workers	$200,000.00	
Fidelity Guarantee	$100,000.00	
Govt. Audit Costs	$25,000.00	
Workplace, Health & Safety Breaches	$100,000.00	
Legal Defence	$50,000.00	$1,000.00

Strata Management SA was requested to arrange quotations for the insurance prior to renewal with the quotations to be sent to the Presiding Officer for a decision.

After discussion it was resolved that the common property sum insured remain the same for the year ahead.

5 MAINTENANCE
Grounds Maintenance
The meeting agreed to continue the existing arrangements with SA Greenthumbz Pty Ltd for garden tidy and lawn mowing 2 times per year in December 2024 and June 2025.

Current Maintenance
The meeting considered any current maintenance required on the common property over the next year and decided that there was none required.

Projected maintenance
The meeting consider any maintenance likely or required to the common property in the next 2-5 years to assist with setting a budget but agreed that there was none at this time.

6 GENERAL BUSINESS

Water Meters

Bevan Plumbing attended in August 2024 to test the water meters to make sure they were reading correctly. All of the water meters were tested and it was found that all flow meters were working correctly and registering usage via turning on the garden taps adjacent to each meter. The meeting requested that the Body Corproation Manager discuss this concern again with Strata Water Solutions and seek a resolution to the concern.

Roller Shutters

Resolved that the owner of Lot 2 was granted approval to install roller shutters replacing the existing canvas blinds. The owner is responsible for all associated costs and maintenance. The owner is to ensure the installation of the rolelr shutters and removal of the canvas blinds are undertaken by licensed and qualified tradesmen. Should the common property be damaged as a result of the Roller Shutters being installed the owner will immediately undertake any necessary repairs at their own costs.

OVERDUE LEVIES

Resolved "that if a contribution levied upon an owner is not paid on the date in which it becomes due and payable in accordance with a resolution of the corporation, the corporation will apply an interest charge on those levies at the rate of 10% per annum."

Resolved "that Strata Management SA is authorized on behalf of the corporation to carry out the necessary steps to recover unpaid contributions included the sending of reminder notices, passing the debt to a debt collector and legal action. All costs associated with the contemplated or actual recovery of outstanding funds are to be charged by the corporation to the individual unit responsible for the unpaid contribution."

Resolved "that Strata Management SA must charge the interest and account keeping fees to the relevant unit owners as appropriate and that any requests for reimbursement of these charges must be made by the unit owner after making payment to ensure their voting right is maintained at a general meeting of the corporation."

7 BUDGET

The statement of estimated receipts and payments (budget) was tabled with the meeting considering the role of a sinking fund in providing monies for the future and future maintenance plans. The budget estimates for the year as adopted are attached to the minutes.

8 CONTRIBUTIONS

It was resolved

(a) That contributions to the administrative fund are estimated in accordance with Section 114 (1) of the Community Titles Act 1996 and determined in accordance with Section 114 (2) of the Community Titles Act 1996 at $6,500.00; and

(b) That contributions to the sinking fund are estimated in accordance with Section 116 (1) of the Community Titles Act 1996 and determined in accordance with Section 114 (2) of the Community Titles Act 1996 at $700.00; and

(c) That both contributions be paid in equal quarterly instalments, the first such instalment being due on 01/01/2025 and subsequent instalments being due on the first days of 01/04/2025, 01/07/2025, 01/10/2025.

9 OFFICE BEARERS

The meeting sought nominations for the officers of the corporation and the formation of the management committee for the forthcoming year. It was resolved that the following members be appointed:

Presiding Officer	O Cook (Lot 1)
Secretary	M Keough (Lot 6)
Treasurer	J Santillan (Lot 4)

It was further resolved that a Management Commitee comprising the above officials be appointed for the forthcoming year.

10 APPOINTMENT OF BODY CORPORATE MANAGEMENT

It was resolved that Strata Management SA be appointed as body corporate managers and the public officer for the corporation for the year ahead on the basis of the fees as listed in the accepted budget.

The meeting authorises the Presiding Officer to sign the Management Agreement with Strata Management SA on behalf of the corporation. It was noted that should the Management Agreement not be returned to the manager within 14 days it will be taken as being accepted and the manager is authorised to execute the agreement on behalf of the corporation.

By appointing Strata Management SA as body corporate managers the corporation is delegating the duties of the Secretary and Treasurer on behalf of the corporation inline with the Community Titles Act. At the completion of the management term, the appointment continues with a 28 day notice period, unless determined otherwise at a General Meeting of the Corporation.

11 NEXT MEETING

That the date for the next meeting be tentatively scheduled for the end of October 2025.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 4.25pm.

MINUTES OF THE ANNUAL GENERAL MEETING

COMMUNITY CORPORATION NO. 27173 INC.

94 Frost Place, Brompton SA 5007

The Annual General Meeting of the Corporation took place on:
DATE: 22/11/2023
TIME: 04:00 PM
VENUE: Via Zoom

PRESENT:

Lot #	Unit #	Attendance	Representative
2	2	Yes	P Sheppard
3	3	Yes	T & N Girdham By Proxy To Strata Management SA
4	4	Yes	J & L Santillan By Proxy To Strata Management SA
			Mark Griffiths Of Strata Management SA

CHAIRPERSON (acting): The meeting requested that Mark Griffiths of Strata Management SA assist the Presiding Officer in chairing the meeting and the Secretary in recording the minutes.

Minutes of the meeting:

MINUTES OF THE ADJOURNED ANNUAL GENERAL MEETING

COMMUNITY CORPORATION NO. 27173 INC.

94 Frost Place, Brompton SA 5007

The Annual General Meeting of the Corporation took place on:
DATE: 30/11/2023
TIME: 10:00 AM
VENUE: The Office Of Strata Management SA, 225 Fullarton Rd Eastwood

PRESENT:

Lot #	Unit #	Attendance	Representative
2	2	Yes	P Sheppard
3	3	Yes	T & N Girdham By Proxy To Strata Management SA
4	4	Yes	J & L Santillan By Proxy To Strata Management SA
7	7	Yes	M Gonzalez & J Turner By Proxy To Strata Management SA
			Mark Griffiths Of Strata Management SA

CHAIRPERSON (acting): The meeting requested that Mark Griffiths of Strata Management SA assist the Presiding Officer in chairing the meeting and the Secretary in recording the minutes.

Minutes of the meeting:

1 QUORUM

The body corporate manager advised that a quorum was present and the meeting commenced at 10:00AM

Number of lots with contributions not paid who are not entitled to attend and vote at this meeting inline with Section 83(4) of the *Community Titles Act 1996* : 0

2 MINUTES

Resolved that the minutes of the last general meeting of the owners corporation on 23/11/2022 be confirmed as a true record of the proceedings of that meeting.

3 FINANCIAL STATEMENTS

Resolved that the statement of income and expenditure for the period ended 30/09/2023 be accepted as a true and accurate statement of the Corporation's financial position.

4 INSURANCE

The body corporate manager advised that the insurance sums are required to be discussed each year with the property to be insured for the full replacement value and recommended that an independent valuation be obtained by time to time to ensure that the rising costs of rebuilding are taken into account.

It was noted that the current insurances held by the body corporate are:
Policy No.CAH0000657 With CHU Insurance Of Type : Community Through Broker : Coverforce Next due : 7/03/2024

Cover	Sum Insured	Excess
Common Property	$50,000.00	$300.00
Public Liability	$20,000,000.00	
Voluntary Workers	$200,000.00	
Fidelity Guarantee	$100,000.00	
Govt. Audit Costs	$25,000.00	
Workplace, Health & Safety Breaches	$100,000.00	
Legal Defence	$50,000.00	$1,000.00

Strata Management SA was requested to arrange quotations for the insurance prior to renewal with the quotations to be sent to the Presiding Officer for a decision.

After discussion it was resolved that the common property sum insured remain the same for the year ahead.

5 MAINTENANCE

Grounds Maintenance
The meeting confirmed to continue with the existing arrangements with Sa Greenthumbz to attend quarterly, the body corporate manager was requested to contact the contractor and request they don't trim the hedges back so much.

Current Maintenance
NIL

Projected maintenance
NIL

6 GENERAL BUSINESS

Strata Water Solutions Advice regarding Water Meters
The body corporate manager explained that Strata water soloutions have inspected the water meters and it has been recommended to engage a plumber to run tests on the sub meters initially, the body corporate will arrange a plumber to attend and provide a report.

OVERDUE LEVIES

Resolved "that if a contribution levied upon an owner is not paid on the date in which it becomes due and payable in accordance with a resolution of the corporation, the corporation will apply an interest charge on those levies at the rate of 10% per annum."

Resolved "that Strata Management SA is authorized on behalf of the corporation to carry out the necessary steps to recover unpaid contributions included the sending of reminder notices, passing the debt to a debt collector and legal action. All costs associated with the contemplated or actual recovery of outstanding funds are to be charged by the corporation to the individual unit responsible for the unpaid contribution."

Resolved "that Strata Management SA must charge the interest and account keeping fees to the relevant unit owners as appropriate and that any requests for reimbursement of these charges must be made by the unit owner after making payment to ensure their voting right is maintained at a general meeting of the corporation."

7 BUDGET

The statement of estimated receipts and payments (budget) was tabled with the meeting considering the role of a sinking fund in providing monies for the future and future maintenance plans. The budget estimates for the year as adopted are attached to the minutes.

8 CONTRIBUTIONS

It was resolved
(a) That contributions to the administrative fund are estimated in accordance with Section 114 (1) of the Community Titles Act 1996 and determined in accordance with Section 114 (2) of the Community Titles Act 1996 at $6,300.00; and

(b) That contributions to the sinking fund are estimated in accordance with Section 116 (1) of the Community Titles Act 1996 and determined in accordance with Section 114 (2) of the Community Titles Act 1996 at $600.00; and

(c) That both contributions be paid in equal quarterly instalments, the first such instalment being due on 1/01/2024 and subsequent instalments being due on the first days of 1/04/2024, 1/07/2024, 1/10/2024.

9 OFFICE BEARERS

Resolved the meeting sought nominations for the officers of the corporation and the formation of the management committee for the forthcoming year. It was resolved that the following members be appointed:

Presiding Officer - Olivia Cook (Lot 1)
Secretary - Michael Keough (Lot 6)
Treasurer - Jan Santillan (Lot 4)

It was further resolved that a Management Committee comprising all owners be appointed for the forthcoming year.

10 APPOINTMENT OF BODY CORPORATE MANAGEMENT

It was resolved that Strata Management SA be appointed as body corporate managers and the public officer for the corporation for the year ahead on the basis of the fees as listed in the accepted budget.

The meeting authorises the Presiding Officer to sign the Management Agreement with Strata Management SA on behalf of the corporation. It was noted that should the Management Agreement not be returned to the manager within 14 days it will be taken as being accepted and the manager is authorised to execute the agreement on behalf of the corporation.

By appointing Strata Management SA as body corporate managers the corporation is delegating the duties of the Secretary and Treasurer on behalf of the corporation inline with the Community Titles Act. At the completion of the management term, the appointment continues with a 28 day notice period, unless determined otherwise at a General Meeting of the Corporation.

11 NEXT MEETING

Resolved the next Annual General Meeting is to be tenantively scheduled for November 2024

CLOSURE: There being no further business, the chairperson declared the meeting closed at 10:30 AM

Strata Management SA
ABN 49 600 360 629
225 Fullarton Road
Eastwood SA 5063
(08) 7081 0375

Balance Sheet
As at 05/03/2025

Community Corporation No. 27173 Inc. — 94 Frost Place, Brompton SA 5007

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	80.04
Owners Equity--Admin	10,393.93
	10,473.97
Sinking Fund	
Operating Surplus/Deficit--Sinking	325.75
Owners Equity--Sinking	7,950.74
	8,276.49
Net owners' funds	**$18,750.46**
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	10,977.93
Receivable--Levies--Admin	8.49
	10,986.42
Sinking Fund	
Cash at Bank--Sinking	8,330.83
Receivable--Levies--Sinking	0.91
	8,331.74
Unallocated Money	
	0.00
Total assets	19,318.16
Less liabilities	
Administrative Fund	
Prepaid Levies--Admin	512.45
	512.45
Sinking Fund	
Prepaid Levies--Sinking	55.25
	55.25
Unallocated Money	
	0.00
Total liabilities	567.70
Net assets	**$18,750.46**

Strata Management SA
ABN 40 808 360 629
225 Fullarton Road
Eastwood SA 5063
[illegible]675

Notice of Levies Due in April 2025

Issued 04-03-2025 on behalf of:

Community Corporation No. 27173 Inc.
ABN 94494271659
94 Frost Place
Brompton SA 5007

P Ryan
19 Cranbrook Ave
Millswood SA 5034

for Lot 5 Unit 5
Paul Ryan

Due date	Details	Amounts due ($) Admin Fund	Sinking Fund	Total
01-04-2025	Quarterly Admin/Sinking Levy 01/04/2025 - 30/06/2025	170.65	18.40	189.05
	Total levies due in month	170.65	18.40	189.05

Total of this levy notice	189.05
Levies in arrears	0.00
Interest on levies in arrears	0.00
Outstanding owner invoices	0.00
Subtotal of amount due	189.05
Prepaid	0.00
Total amount due	**$189.05**

Late Payment: If payment is not made by the due date, interest may be charged at an annual rate of 10%.
Cheques should be made payable to 'Community Corporation No. 27173 Inc.'

Levy Payment due 01-04-2025

Please be advised that your reference number may have changed, Due to a banking update. Before proceeding with your payment, kindly ensure that you use the updated reference number provided below.

This will help ensure smooth processing and avoid any delays with payment allocations.

DEFT PAYMENT SYSTEMS
MACQUARIE BANK

*Registration is required for payments from cheque or savings accounts. Please complete registration at www.deft.com.au. You do not need to re-register for the internet service if already registered.

P Ryan

Community Corporation 27173
Lot 5 Unit 5

*496 258195569 22555

BPAY Biller code 96503

Contact your participating financial institution to make a BPAY payment from your cheque or savings account. Enter the biller code and your DEFT reference number. To use the QR code, use the reader within your mobile banking app. More info: www.bpay.com.au

Pay over the Internet from your Bank account. Register at www.deft.com.au

Credit card payments can be made over the internet. Log onto www.deft.com.au and follow the instructions. A surcharge will be applicable if you use this option

Post Billpay — Pay in-store at Australia Post by cheque or EFTPOS.

Strata Management SA

DEFT Reference Number
25819556922555

Amount Due
$189.05

Due Date
01-04-2025

Amount Paid
$

+258195569 22555 < 000018905<3+

Strata Management SA
ABN 49 600 360 629
225 Fullarton Road
Eastwood SA 5063
(08) 7081 0375

Approved Budget
to apply from 01/10/2024

Community Corporation No. 27173 Inc. 94 Frost Place, Brompton SA 5007

Administrative Fund

	Approved budget
Revenue	
Levies Due--Admin	6,500.00
Total revenue	6,500.00
Less expenses	
Admin--Agent Disbursements	378.00
Admin--Auditors--Audit Services	154.00
Admin--Auditors--Taxation Services	165.00
Admin--Bank Charges--Bpay	24.00
Admin--Management Fees--Standard	1,658.00
Admin--Meeting Fees	220.00
Admin--Storage & Archive Fees	66.00
Insurance--Premiums	930.00
Maint Bldg--General Repairs	500.00
Maint Bldg--Plumbing	250.00
Maint Grounds--Lawns & Gardening	500.00
Utility - Meter Reading	602.00
Utility--Water Usage	735.00
Total expenses	6,182.00
Surplus/Deficit	318.00
Opening balance	10,393.93
Closing balance	$10,711.93

Total units of entitlement	10000
Levy contribution per unit entitlement	$0.65

Sinking Fund

	Approved budget
Revenue	
Levies Due--Sinking	700.00
Total revenue	700.00
Surplus/Deficit	700.00
Opening balance	7,950.74
Closing balance	$8,650.74
Total units of entitlement	10000
Levy contribution per unit entitlement	$0.07

Strata Management SA
ABN 49 600 360 629
225 Fullarton Road
Eastwood SA 5063
(08) 7081 0375

Approved Levy Schedule to apply from 01/10/2024

Community Corporation No. 27173 Inc. 94 Frost Place, Brompton SA 5007

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

Lot	Unit	Unit Entitlement	Admin Fund	Sinking Fund	Quarterly Total	Annual Total
1	1	1215.00	197.45	21.30	218.75	875.00
2	2	1250.00	203.15	21.90	225.05	900.20
3	3	1050.00	170.65	18.40	189.05	756.20
4	4	1050.00	170.65	18.40	189.05	756.20
5	5	1050.00	170.65	18.40	189.05	756.20
6	6	1050.00	170.65	18.40	189.05	756.20
7	7	1050.00	170.65	18.40	189.05	756.20
8	8	1050.00	170.65	18.40	189.05	756.20
9	9	1235.00	200.70	21.65	222.35	889.40
		10,000.00	**$1,625.20**	**$175.25**	**$1,800.45**	**$7,201.80**

Strata Management SA
ABN 49 600 360 629
225 Fullarton Road
Eastwood SA 5063
(08) 7081 0375

ANNUAL REPORTS

for the financial year to 30/09/2024

Community Corporation 27173

94 Frost Place, Brompton SA 5007

Manager: Rosemary Padmanabhan

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Strata Management SA
ABN 49 600 350 629
225 Fullarton Road
Eastwood SA 5063
(08) 7081 0375

Balance Sheet
As at 30/09/2024

Community Corporation No. 27173 Inc. — 94 Frost Place, Brompton SA 5007

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	1,104.54
Owners Equity--Admin	9,289.39
	10,393.93
Sinking Fund	
Operating Surplus/Deficit--Sinking	600.20
Owners Equity--Sinking	7,350.54
	7,950.74
Net owners' funds	**$18,344.67**
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	11,577.73
	11,577.73
Sinking Fund	
Cash at Bank--Sinking	8,063.49
	8,063.49
Unallocated Money	
	0.00
Total assets	19,641.22
Less liabilities	
Administrative Fund	
Prepaid Levies--Admin	1,183.80
	1,183.80
Sinking Fund	
Prepaid Levies--Sinking	112.75
	112.75
Unallocated Money	
	0.00
Total liabilities	1,296.55
Net assets	**$18,344.67**

Strata Management SA
ABN 49 600 360 629
225 Fullarton Road
Eastwood SA 5063
(08) 7081 0375

Statement of Financial Performance for the financial year to 30/09/2024

Community Corporation No. 27173 Inc. 94 Frost Place, Brompton SA 5007

Administrative Fund

	Current period 01/10/2023-30/09/2024
Revenue	
Levies Due--Admin	6,301.00
Total revenue	6,301.00
Less expenses	
Admin--Agent Disbursements	361.80
Admin--Auditors--Audit Services	154.00
Admin--Auditors--Taxation Services	165.00
Admin--Bank Charges--Bpay	24.00
Admin--Management Fees--Standard	1,549.92
Admin--Meeting Fees	220.00
Admin--Storage & Archive Fees	66.00
Insurance--Premiums	808.54
Maint Bldg--Plumbing	226.05
Maint Grounds--Lawns & Gardening	357.50
Utility - Meter Reading	596.00
Utility--Water Usage	667.65
Total expenses	5,196.46
Surplus/Deficit	1,104.54
Opening balance	9,289.39
Closing balance	**$10,393.93**

Sinking Fund

	Current period 01/10/2023-30/09/2024
Revenue	
Levies Due--Sinking	600.20
Total revenue	600.20
Less expenses	
Total expenses	0.00
Surplus/Deficit	600.20
Opening balance	7,350.54
Closing balance	**$7,950.74**

Strata Management SA
ABN 49 600 369 629
225 Fullarton Road
Eastwood SA 5063
(08) 7081 0375

Proposed Budget
to apply from 01/10/2024

Community Corporation No. 27173 Inc. 94 Frost Place, Brompton SA 5007

Administrative Fund

	Proposed budget
Revenue	
Levies Due--Admin	6,500.00
Total revenue	6,500.00
Less expenses	
Admin--Agent Disbursements	378.00
Admin--Auditors--Audit Services	154.00
Admin--Auditors--Taxation Services	165.00
Admin--Bank Charges--Bpay	24.00
Admin--Management Fees--Standard	1,658.00
Admin--Meeting Fees	220.00
Admin--Storage & Archive Fees	66.00
Insurance--Premiums	930.00
Maint Bldg--General Repairs	500.00
Maint Bldg--Plumbing	250.00
Maint Grounds--Lawns & Gardening	500.00
Utility - Meter Reading	602.00
Utility--Water Usage	735.00
Total expenses	6,182.00
Surplus/Deficit	318.00
Opening balance	10,393.93
Closing balance	$10,711.93
Total units of entitlement	10000
Levy contribution per unit entitlement	$0.65

Sinking Fund

	Proposed budget
Revenue	
Levies Due--Sinking	900.00
Total revenue	900.00
Surplus/Deficit	900.00
Opening balance	7,950.74
Closing balance	$8,850.74
Total units of entitlement	10000
Levy contribution per unit entitlement	$0.09

Strata Management SA
ABN 49 600 380 629
225 Fullarton Road
Eastwood SA 5063
(08) 7081 0375

Proposed Levy Schedule to apply from 01/10/2024

Community Corporation No. 27173 Inc. 94 Frost Place, Brompton SA 5007

Quarterly levy instalments that would apply to each lot if proposed budgets are accepted by the general meeting:

Lot	Unit	Unit Entitlement	Admin Fund	Sinking Fund	Quarterly Total
1	1	1215.00	197.45	27.35	224.80
2	2	1250.00	203.15	28.15	231.30
3	3	1050.00	170.65	23.65	194.30
4	4	1050.00	170.65	23.65	194.30
5	5	1050.00	170.65	23.65	194.30
6	6	1050.00	170.65	23.65	194.30
7	7	1050.00	170.65	23.65	194.30
8	8	1050.00	170.65	23.65	194.30
9	9	1235.00	200.70	27.80	228.50
		10,000.00	**$1,625.20**	**$225.20**	**$1,850.40**

Strata Management SA
ABN 49 600 363 829
325 Fullarton Road
Dulwood SA 5063
(08) 7081 0375

Approved Budget
to apply from 01/10/2023

Community Corporation No. 27173 Inc. 94 Frost Place, Brompton SA 5007

Administrative Fund

	Approved budget
Revenue	
Levies Due--Admin	6,300.00
Total revenue	6,300.00
Less expenses	
Admin--Agent Disbursements	356.40
Admin--Auditors--Audit Services	132.00
Admin--Auditors--Taxation Services	33.00
Admin--Bank Charges--Bpay	24.00
Admin--Management Fees--Standard	1,550.00
Admin--Meeting Fees	220.00
Admin--Storage & Archive Fees	33.00
Insurance--Premiums	880.00
Maint Bldg--General Repairs	500.00
Maint Bldg--Plumbing	250.00
Maint Grounds--Lawns & Gardening	500.00
Utility--Water Usage	1,300.00
Total expenses	5,778.40
Surplus/Deficit	521.60
Opening balance	7,180.84
Closing balance	$7,702.44

Total units of entitlement	10000
Levy contribution per unit entitlement	$0.63

Sinking Fund

	Approved budget
Revenue	
Levies Due--Sinking	600.00
Total revenue	600.00
Surplus/Deficit	600.00
Opening balance	6,748.36
Closing balance	$7,348.36
Total units of entitlement	10000
Levy contribution per unit entitlement	$0.06

Strata Management SA
ABN 49 600 350 629
225 Fullarton Road
Eastwood SA 5063
(08) 7081 0375

ANNUAL REPORTS

for the financial year to 30/09/2023

Community Corporation 27173

94 Frost Place, Brompton SA 5007

Manager: David Jolly

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Strata Management SA
ABN 49 600 360 629
225 Fullarton Road
Eastwood SA 5063
(08) 7081 0375

Balance Sheet
As at 30/09/2023

Community Corporation No. 27173 Inc. — 94 Frost Place, Brompton SA 5007

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	1,364.69
Owners Equity--Admin	5,816.15
	7,180.84
Sinking Fund	
Operating Surplus/Deficit--Sinking	601.08
Owners Equity--Sinking	6,147.28
	6,748.36
Net owners' funds	**$13,929.20**
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	10,667.74
	10,667.74
Sinking Fund	
Cash at Bank--Sinking	7,481.84
	7,481.84
Unallocated Money	
Cash at Bank--Unallocated	219.84
	219.84
Total assets	18,369.42
Less liabilities	
Administrative Fund	
Prepaid Levies--Admin	1,378.35
	1,378.35
Sinking Fund	
Prepaid Levies--Sinking	131.30
	131.30
Unallocated Money	
Prepaid Levies--Unallocated	219.84
	219.84
Total liabilities	1,729.49
Net assets	**$16,639.93**

Strata Management SA
ABN 49 600 360 629
225 Fullarton Road
Eastwood SA 5063
(08) 7081 0375

Statement of Financial Performance for the financial year to 30/09/2023

Community Corporation No. 27173 Inc. 94 Frost Place, Brompton SA 5007

Administrative Fund

	Current period 01/10/2022-30/09/2023
Revenue	
Interest on Arrears--Admin	9.20
Levies Due--Admin	6,301.00
Total revenue	6,310.20
Less expenses	
Admin--Agent Disbursements	356.40
Admin--Auditors--Audit Services	148.50
Admin--Auditors--Taxation Services	132.00
Admin--Bank Charges--Bpay	24.00
Admin--Management Fees--Standard	1,260.00
Admin--Meeting Fees	396.00
Admin--Storage & Archive Fees	41.25
Insurance--Premiums	810.41
Maint Grounds--Lawns & Gardening	495.00
Utility--Water Usage	1,281.95
Total expenses	4,945.51
Surplus/Deficit	1,364.69
Opening balance	5,816.15
Closing balance	**$7,180.84**

Sinking Fund

	Current period 01/10/2022-30/09/2023
Revenue	
Interest on Arrears--Sinking	0.88
Levies Due--Sinking	600.20
Total revenue	601.08
Less expenses	
Total expenses	0.00
Surplus/Deficit	601.08
Opening balance	6,147.28
Closing balance	**$6,748.36**

Strata Management SA
ABN 49 600 360 629
225 Fullarton Road
Eastwood SA 5063
(08) 7081 0375

Proposed Budget
to apply from 01/10/2023

Community Corporation No. 27173 Inc. 94 Frost Place, Brompton SA 5007

Administrative Fund

	Proposed budget
Revenue	
Levies Due--Admin	6,300.00
Total revenue	6,300.00
Less expenses	
Admin--Agent Disbursements	356.40
Admin--Auditors--Audit Services	132.00
Admin--Auditors--Taxation Services	33.00
Admin--Bank Charges--Bpay	24.00
Admin--Management Fees--Standard	1,550.00
Admin--Meeting Fees	220.00
Admin--Storage & Archive Fees	33.00
Insurance--Premiums	880.00
Maint Bldg--General Repairs	500.00
Maint Bldg--Plumbing	250.00
Maint Grounds--Lawns & Gardening	500.00
Utility--Water Usage	1,300.00
Total expenses	5,778.40
Surplus/Deficit	521.60
Opening balance	7,180.84
Closing balance	$7,702.44
Total units of entitlement	10000
Levy contribution per unit entitlement	$0.63

Sinking Fund

	Proposed budget
Revenue	
Levies Due--Sinking	600.00
Total revenue	600.00
Surplus/Deficit	600.00
Opening balance	6,748.36
Closing balance	$7,348.36
Total units of entitlement	10000
Levy contribution per unit entitlement	$0.06

Strata Management SA
ABN 49 600 360 629
225 Fullarton Road
Eastwood SA 5063
(08) 7081 0375

Proposed Levy Schedule to apply from 01/10/2023

Community Corporation No. 27173 Inc. 94 Frost Place, Brompton SA 5007

Quarterly levy instalments that would apply to each lot if proposed budgets are accepted by the general meeting:

Lot	Unit	Unit Entitlement	Admin Fund	Sinking Fund	Quarterly Total
1	1	1215.00	191.40	18.25	209.65
2	2	1250.00	196.90	18.75	215.65
3	3	1050.00	165.40	15.75	181.15
4	4	1050.00	165.40	15.75	181.15
5	5	1050.00	165.40	15.75	181.15
6	6	1050.00	165.40	15.75	181.15
7	7	1050.00	165.40	15.75	181.15
8	8	1050.00	165.40	15.75	181.15
9	9	1235.00	194.55	18.55	213.10
		10,000.00	**$1,575.25**	**$150.05**	**$1,725.30**

Resolutions of Community Corporation No. 27173 Inc.

These resolutions have come from motions passed at meetings of the corporations and the original minutes of the meetings should be consulted for clarifications of wording. It is intended that these be used as a guide for owners on what the corporation has approved in addition to the articles of the corporation.

Disclaimer: *Strata Management SA has compiled this list from pertinent resolutions passed by the body corporate but accepts no responsibility for any missing, incomplete or incorrect information provided prior to the commencement of our management on 2nd November 2016.*

Date	Resolution
23.11.2021	**Overdue Levies Policies** It was resolved that if a contribution levied upon an owner is not paid on the date in which it becomes due and payable in accordance with a resolution of the corporation, the corporation will apply an interest charge on those levies at the rate of 10% per annum. Resolved that Strata Management SA is authorized on behalf of the corporation to carry out the necessary steps to recover unpaid contributions including the sending of reminder notices, passing the debt to a debt collector and legal action. All costs associated with the contemplated or actual recovery of outstanding funds are to be charged by the corporation to the individual lot responsible for the unpaid contribution. Resolved that Strata Management SA must charge the interest and account keeping fees to the relevant unit owners as appropriate and that any requests for reimbursement of these charges must be made by the unit owner after making payment to ensure their voting right is maintained at a general meeting of the corporation. **Lot 1 and Lot 5 Solar Panel Approval** The owners of Lot 1 and 5 were granted approval to install solar panels on the south, north and east sections of their roof space but not the west being the front of the property or carport. The owners of Lot 1 & 5 are responsible for all associated costs and maintenance and are to ensure the installation and removal are undertaken by licensed and qualified tradesmen. Should the common property be damaged as a result of the solar panels the corresponding owner will immediately undertake any necessary repairs at their own costs.
24/10/2024	**Lot 2 Roller Shutter Approval** The owner of Lot 2 was granted approval to install roller shutters replacing the existing canvas blinds. The owner is responsible for all associated costs and maintenance and are to ensure the installation and removal are undertaken by licensed and qualified tradesmen. Should the common property be damaged as a result of the Roller Shutters being installed the owner will immediately undertake any necessary repairs at their own costs.

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BY - LAWS

COMMUNITY PLAN NO. 27173

ADDRESS:

Lot ~~Allotment~~ 94 Frost Place Brompton SA 5007
(Allotment 94 in DP 84503)

DEVELOPER:
MUCHACHOS PTY LTD
PO Box 4 Fulham Gardens SA 5024

CERTIFICATE

Certificate as to preparation of scheme description, by-laws or development contracts

Certified correctly prepared in accordance with the requirements of the *Community Titles Act 1996* by the person who prepared the document

.....

Gavin Scott Pinksterboer
Registered Conveyancer
102 South Road West Hindmarsh SA 5007

COMMUNITY SCHEME BY-LAWS

PLAN NO. C27173

1. Interpretation

1.1. In these By-Laws:

1.1.1. "Act" means the Community Titles Act 1996;

1.1.2. "Common Property" has the same meaning as set out in the Act;

1.1.3. "Community Plan" means the Community Titles Plan referred to above, which establishes the Community Scheme;

1.1.4. "Community Scheme" means the community strata scheme comprised in and established by the Community Plan;

1.1.5. "Corporation" means Community Corporation No. 27173Incorporated and includes a duly appointed officer, agent, employee, contractor or manager;

1.1.6. "Develop" means:

1.1.6.1. the erection, construction, alteration, improvement, installation or painting of any building, or other improvement on a Lot or on Common Property, and includes any siteworks effected in readiness for Development; and

1.1.6.2. "Development" has a like meaning;

1.1.7. "Lot" means a community Lot being part of the Community Scheme;

1.1.8. "Lot Owner" means the owner of a Lot;

1.1.9. "Invitees" means visitors, tradespersons, builders, contractors, agents, clients or associates of the Lot Owner or occupier of a Lot;

1.1.10. "Manager" means any party approved by the Corporation from time to time to manage and perform the duties and functions of the Corporation under the Act, and "Corporation Management Agreement" means any agreement appointing the Manager pursuant to Section 75(5) of the Act;

1.1.11. "Occupier" of a Lot means the person or persons in occupation of a Lot and includes, if the Lot is unoccupied, the relevant Lot Owner.

1.2. In these By-Laws except to the extent that the context otherwise requires:

1.2.1. words importing the singular number include the plural and vice versa;

1.2.2. words importing any gender include other genders;

1.2.3. references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to and all regulations, rules, By-Laws, proclamations, orders and other authorities pursuant thereto;

1.2.4. references to any of the parties hereto include references to their respective successors and permitted assigns;

1.2.5. headings have been inserted for guidance only and will be deemed not to form any part nor to affect the construction of these By-Laws;

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1.2.6. where a word or phrase is given a defined meaning in this Agreement, any other part of speech or other grammatical form in respect of such word or phrase will have a corresponding meaning;

1.2.7. these By-Laws will be governed by and construed in accordance with the laws of the State of South Australia. Each of the parties hereto submits unconditionally but not exclusively to the jurisdiction of a Court of competent jurisdiction in the State of South Australia;

1.2.8. if any of the provisions of these By-Laws should be judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity or unenforceability or illegality (unless deletion of such provision or provisions would substantially alter the intention of the parties hereto, expressed or implied) will not affect the operation, construction or interpretation of any other provision of these By-Laws with the intent that the invalid or unenforceable or illegal provisions will be treated for all purposes as severed from these By-Laws.

2. Mandatory By-Laws

2.1. Administration, management and control of Common Property

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

2.1.2. The Corporation may (but is not obliged to) appoint a management committee (comprising representatives of Lot Owners) which will be responsible to the Corporation for the administration, management and control of the Common Property except for matters concerning:

2.1.2.1. the fixing of contribution amounts from Lot Owners;

2.1.2.2. appointment of a Manager under by-law 2.1.3; and

2.1.2.3. maintenance, upgrading or improvements to the Common Property where the amount expended would exceed $1,000.00 or such greater amount as may be decided by the Corporation.

2.1.3. The Corporation may (but is not obliged to) appoint a Manager which will be responsible to, and which will to assist the Corporation in carrying out, on behalf of the Corporation, the functions of administering, managing or controlling the Common Property, but:

2.1.3.1. the Manager must enter into a written Corporation Management Agreement with the Corporation which is subject to annual review; and

2.1.3.2. the Corporation must be entitled under a term of the Corporation Management Agreement to terminate that agreement in the event of default by the Manager in satisfactory performance of its duties.

2.1.4. Lot Owner Contributions

2.1.4.1. The Corporation will in general meeting (and not by its management committee) fix the amount it requires from Lot Owners from time to time by way of contributions for anticipated expenditure (such as common property maintenance, building services, rates and taxes, insurances, repairs etc).

2.1.4.2. Subject to the Act, the share of an amount to be contributed by a Lot Owner is proportional to the lot entitlement of the relevant Lot unless otherwise provided by a unanimous resolution of the Corporation.

2.1.4.3. The Corporation may, by ordinary resolution-

2.1.4.3.1. permit contributions to be paid in instalments specified in the resolution; and

2.1.4.3.2. fix (in accordance with regulations to the Act) interest payable in respect of a contribution, or an instalment of a contribution, that is in arrears.

2.2. Use and enjoyment of the Common Property

2.2.1. The Common Property is, subject to the Act and these By-Laws, for the common use and enjoyment of Lot Owners and other Occupiers in the Community Scheme and their Invitees.

2.2.2. Lot Owners, Occupiers, and Invitees must not:

2.2.2.1. damage or interfere with any structure, building services, shrub, plant, tree or garden, or deposit rubbish or waste material on or in the Common Property, or in any way obstruct the lawful use of the Common Property;

2.2.2.2. without the prior approval in writing of the Corporation mark, paint, erect or construct any permanent structure or service infrastructure on the Common Property;

2.2.2.3. damage or deface any existing structure, facilities or service infrastructure that forms part of the Common Property;

2.2.2.4. use any portion of the Common Property for their exclusive use as a garden or parking area or otherwise;

2.2.2.5. display any advertisement, sign or hoarding on any part of the Common Property;

2.2.2.6. dispose of any rubbish on Common Property other than in bins or receptacles intended and set aside for the purpose;

2.2.2.7. deface, paint, write, cut names or letters or make marks on or fix signs or bills, advertisements or graffiti to any part of the Building or the Common Property;

2.2.2.8. fail to comply with any reasonable direction or request from the Corporation in relation to use of the Common Property;

2.2.2.9. unlawfully attempt to exclude the public from any section of the Common Property;

2.2.2.10. play any game on Common Property so as to interfere with safety or comfort of any other person on Common Property;

2.2.2.11. sing, busk or play a musical instrument on Common Property;

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2.2.2.12. repair, wash, paint, panel-beat or otherwise work an any motor vehicle except in an area specifically set aside for that purpose (if any) provided that this clause will not extend to emergency repairs in the case of vehicle breakdown;

2.2.2.13. preach to or harangue other people;

2.2.2.14. obstruct any footpath, road or walkway;

2.2.2.15. use or occupy any caravan, trailer or other vehicle on the Common Property for sleeping or otherwise as a place of habitation;

2.2.2.16. be inadequately clothed when on Common Property;

2.2.2.17. use any language or behave in a manner likely to cause offence or a nuisance to others;

2.2.2.18. fail to comply with any speed limits posted by the Community Corporation; or

2.2.2.19. fail to comply with any rules issued by the Corporation concerning use of the Common Property.

2.2.3. Lot Owners, Occupiers, and Invitees must notify the Corporation of any damage to or defect in the Common Property immediately on becoming aware of it.

2.2.4. The Corporation may:

2.2.4.1. erect and maintain any sign on the Common Property which displays parking restrictions, speed limits or access requirements in relation to the Common Property; and

2.2.4.2. (subject to clause 11) charge Lot Owners on a regular basis for costs and expenses incurred in the administration, management, control, maintenance, and repair of the Common Property.

2.2.5 No fence, barrier, dwelling, storage shed, garage, carport nor any other structure shall be erected upon or around the common property.

2.3. Use and Enjoyment of Community Lots

A Lot Owner, Occupier or Invitee must:

2.3.1. not use any Lot for any non-residential purpose unless the use has been approved by the Corporation;

2.3.2. use and enjoy the Lot in a manner consistent with the Scheme Description (if applicable);

2.3.3. use the Lot in accordance with the Development Act 1993;

2.3.4. pay all rates, taxes, insurances and other outgoings in relation to the Lot as they fall due;

2.3.5. not create any undue noise, disturbance or undertake any activity or behaviour which is likely to interfere with the quiet enjoyment of other Lot Owners or Occupiers and in particular, ensure that noise emissions from the relevant Lot are kept to a level where they will not disturb neighbouring Lot owners or Occupiers, in particular (but without limitation) between the hours of 11 midnight and 7 am;

2.3.6. be adequately clothed when visible from another Lot or from the Common Property and must not undertake any lewd or objectionable behaviour likely to cause offence to other Lot Owners, Occupiers or Invitees; or

2.3.7. not bring objects or materials onto a Lot of a kind which are likely to cause justified offence to other members of the Corporation community or store on any Lot any dangerous explosive or noxious substances (other than normal household chemicals, gases and fuels);

2.3.8. not without prior written consent of the Corporation (which may be given, withheld or withdrawn at any time as the Corporation sees fit):

2.3.8.1. change the use or character of a Lot; or

2.3.8.2. cause, permit or allow any loud noise or music from a Lot or from the Common Property so as to disturb or be a nuisance to Occupiers of other Lots; or

2.3.8.3. hang any washing, towels, bedding, clothing, or other articles on any part of the Lot in such a way as to be visible from outside the building; or

2.3.8.4. erect or affix radio or television aerials or antennae to the outside of its Lot or the building;

2.3.8.5 fix ,erect or hang any shade structure on the community lot with the exception of a shade umbrella in a colour similar to the building and the umbrella shall be kept closed when not in use

2.3.9. allow free access in or on the Lot (at reasonable times) to the Corporation and its contractors for maintenance, repair or replacement of any common service infrastructure shared between the Lots;

2.3.10. not, without the prior written approval of the Corporation erect or display any signs on a Lot other than:

2.3.10.1. during development of a Lot (and then only the display of signs required under the Building Work Contractors Act 1995); or

2.3.10.2. where an advertising sign is associated with the sale of a Lot;

2.3.11. at all times maintain and keep improvements on or within a Lot clean and tidy and in a good state of repair and condition including (without limitation):

2.3.11.1. keeping gutters and downpipes clear and free of leaves or other debris;

2.3.11.2. repainting as necessary;

2.3.11.3. replacing or repairing damaged or decaying materials; and

2.3.11.4. replacing or repairing broken or cracked windows and doors;

2.3.11.5. properly servicing, maintaining and repairing air-conditioning systems which exclusively service the Lot (even if the whole or a part of the air-conditioning equipment is located on or in Common Property);

2.3.12. comply with reasonable requirements or orders of the Corporation in relation to upkeep and maintenance;

2.3.13. store garbage within the relevant Lot in an appropriate container which prevents the escape of unpleasant odours;

2.3.14. leave garbage bins (for emptying at the appropriate times), in the location allocated for the relevant Lot;

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

2.3.16. ensure that their invitees are aware of these By-Laws and ensure that their Invitees do not engage in (or desist from) any conduct which is in breach of these By-Laws.

3. Corporation's Obligation to Maintain Common Property

3.1. The Corporation must:

3.1.1. keep the Common Property in generally in a state of good and serviceable repair including without limitation roadway surfaces, paving, footpaths and lighting;

3.1.2. properly maintain all chattels, services, fixtures and fittings held by the Corporation or used or intended, adapted or designed for use in connection with the Common Property or its enjoyment by the Lot Owners or Occupiers or by their Invitees; and

3.1.3. properly maintain (if applicable) any gardens and landscaping on the Common Property, and must replant or replace plants where necessary;

and for these purposes, the Corporation may enter into a Corporation Management Agreement with a third party for the provision of services for the benefit of the Lot Owners on behalf of the Corporation.

3.2. The Corporation must keep the common services to the Lots in a state of good and serviceable repair and must properly maintain all fixtures and fittings used or intended, adapted or designed for use in connection with the services, or their use by the Lot Owners or Occupiers and for this purpose, may enter into an appropriate contract with a third party for the maintenance and repair of those services.

3.3. If any air-conditioning plant and equipment which exclusively services any particular Lot is located wholly or partly on Common Property, then the Owner of that Lot will be responsible for and will pay the running costs and maintenance and repair of that plant and equipment, and the Corporation will have no liability or responsibility for such maintenance or repair.

4. Structural Additions, Changes and Colours on a Lot

4.1. A person must not without the prior approval of the Corporation:

4.1.1. make any structural changes or additions on or to a Lot; or

4.1.2. substantially change the colours of external finishes or the external appearance of a Lot.

4.2. Additions and alterations must be harmonious and sympathetic to the standard and design of the community development as a whole.

4.3. Dwellings on Lots must be erected in accordance with the relevant Development Approval and any conditions to that approval.

4.4. A Lot Owner must maintain its Lot:

4.4.1. in accordance with the Development Plan of the local Council;

4.4.2. in accordance with the Development Approval of the local Council annexed to the Scheme Description (if applicable);

4.4.3. in accordance with the Development Act 1993; and

4.4.4. not in breach of these By-Laws.

4.5. If a Lot Owner or any tradesperson, builder or contractor engaged by the Lot Owner, during the course of construction of any Development, causes any damage to the Common Property as a result of the Development works, then the Lot Owner must repair that damage forthwith and make good the Common Property, using materials of a like or similar quality that were installed prior to the damage occurring, and will effect those repairs to a building industry code standard of construction in accordance with the Development Plan of the local Council and the Development Approval of the local Council.

5. Limitation on Keeping Pets

5.1. Subject to other parts of this clause 5 or to any approval in writing by the Corporation in respect of any particular animal or any particular circumstances, a Lot Owner or Occupier will not be entitled to keep any bird, animal or other pet on a Lot or on the Common Property.

5.2. Dogs and cats (not exceeding 10 kilos in weight and not exceeding 1 in total per Lot) may be kept by Lot Owners or Occupiers PROVIDED THAT the prior written consent of the Corporation is first obtained by the Lot Owner or Occupier for that animal.

5.3. Animals or birds (if approved) must be properly maintained under the physical care and control of the relevant Lot Owner or Occupier and must not injure or disturb the quiet enjoyment of other Lot Owners or Occupiers.

5.4. The Corporation may by written notice require a Lot Owner or Occupier to permanently remove any pet (which is the subject of repeated complaints) from a Lot.

5.5. Lot Owners or Occupiers must immediately remove from the Common Property or another Lot any excrement or other deposit of waste caused by their pet, and

must repair any damage to, or loss or property caused by their animal on or to the Common Property or another Lot.

5.6. The keeping of pets must otherwise comply with any conditions set from time to time by the Corporation.

6. Use of Roadways and Common Area Parking

6.1. If there are any car parking spaces on the Common Property, then in the event of unauthorised use of the Common Property car parking spaces (whether by a Lot Owner, Occupier or any other person), the Corporation will be entitled (without being responsible or liable to the owner of that vehicle for unauthorised use) to arrange for vehicles to be moved, or towed away. Alternatively, the Corporation may impose fines for unauthorised parking as set out in clause 10.6.

6.2. No Lot Owner, Occupier or Invitee may:

6.2.1. in any way obstruct vehicular or pedestrian traffic on the Common Property;

6.2.2. park a motor vehicle on the Common Property except on a part of the Common Property set aside for the parking of motor vehicles (and then only by arrangement with the Corporation);

6.2.3. drive a motor vehicle on the Common Property except on a roadway established for use by motor vehicles; or

6.2.4. while driving a vehicle on the Common Property, fail to comply with the Corporation's displayed regulated speed limit.

6.3. Road Traffic Act 1961

A person driving a vehicle on the Common Property must comply with the rules applicable under the *Road Traffic Act 1961* to the driving of a vehicle on a public road.

6.4. Use of skate boards etc

No Lot Owner, Occupier or Invitee may ride (or permit to be ridden) a skate board, roller skates, in-line skates or other similar device on the Common Property unless authorised to do so by the Corporation.

7. Prohibition of disturbance

A Lot Owner, Occupier or Invitee must:

7.1. not engage in conduct which unreasonably disturbs the occupier of another Lot or others who are lawfully on a Lot or the Common Property; and

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7.2. ensure, as far as practicable, that their Invitees do not engage in conduct that unreasonably disturbs the occupier of another Lot or others who are lawfully on a Lot or the Common Property.

8. Insurance

8.1. The Corporation will effect and maintain insurances as required by the Act.

8.2. Lot Owners will insure their own furniture fittings, equipment and goods.

8.3. Each Lot Owner will maintain public risk insurance for amounts of at least $10,000,000.00 in respect of any one event (or such higher cover as the Corporation may determine).

8.4. The Corporation may at any time require evidence be provided by each Lot Owner of these insurances.

8.5. No Lot Owner, Occupier or Invitee will do anything to:

8.5.1. void any insurance; or

8.5.2. increase the premium payable for any insurance;

maintained by the Corporation.

9. Community Corporation To Supply Water

9.1. The Community Corporation will supply each Community Lot with potable water under a private water supply agreement, the form of which will be as prescribed by the Community Corporation.

9.2. The potable metered water connection will be connected to private water reticulation systems installed within the Common Property and will provide water supply to each Community Lot.

9.3. Each dwelling on its respective Lot will be fitted with a private water meter that will incorporate a radio module for remote meter reading.

9.4. The private water meters will be read by a contractor engaged by the Community Corporation to do so and individual accounts will be raised and levied on each respective Community Lot for the water usage attributable to the Lot.

9.5. Water usage will be billed to the respective Community Lots by the Community Corporation at the SA Water rate per unit of water prescribed at the time.

9.6. The cost of reading the meters and generation of accounts by the contractor will be paid by the Community Corporation from the Community Corporation's sinking fund.

9.7 Supply contracts will be put in place between the community corporation and the lot owners/occupiers.

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10. General provisions

10.1. Management and Advisers

The Corporation may retain the services of independent contractors, advisers or consultants in relation to matters affecting the Community Scheme as a whole, its Common Property and its management and administration. The cost will be recoverable from Lot Owners.

10.2. Easements

Where any part of the Common Property or of a Lot is subject to a registered easement, the Corporation, Lot Owners, Occupiers and Invitees (as appropriate) will comply at all times with the requirements or restrictions caused by that easement, and will not interfere with the grantee's exercise of rights under it.

10.3. Tenants to Have Notice of these By-Laws

A copy of these By-Laws (or a précis approved by the Corporation) will be given to each lessee or other occupier of the Lot (other than the Owner).

10.4. Corporation May Inspect Lots

10.4.1. The Corporation (and its servants, agents and contractors) will on giving one (1) day's notice) be permitted enter and inspect any Lot and to test electrical, gas or water installations or equipment, repair leakages or other defects in such installations or equipment (at the Owner's expense if leakages or defects were due to the act or default of the Owner).

10.4.2. The Corporation and its servants, agents and contractors will in exercising these powers cause as little disturbance or interference to the Owner or occupier as reasonably possible in the circumstances.

10.5. Changes in Ownership

Any change in ownership of a Lot or address of a Lot Owner must be notified to the Corporation.

10.6. Offences

10.6.1. A person who contravenes or fails to comply with a provision of these By-Laws is guilty of an offence. Maximum penalty: $500 or such greater amount as is prescribed by the Act or its Regulations.

10.6.2. The Corporation will be entitled to impose fines for offences as it sees fit, and as provided for in the Act or its Regulations.

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11. Rules

The management committee of the Corporation has the power to make such rules as it considers necessary to ensure that Lot Owners and Occupiers have proper use and enjoyment of their Lot and the Common Property. Such rules will be enforceable by the Corporation as if they formed part of these By-laws.

12. Recovery of Amounts Due

12.1. Amounts owing to the Corporation will be paid by the relevant owner or occupier promptly on demand by the Corporation and will be recoverable as a debt.

12.2. The Corporation may recover from owners or occupiers (on a full indemnity basis) any legal or other costs charges or expenses incurred in recovering debts due by an owner or occupier.

12.3. The Corporation may charge interest, at the rate being 2% above the rate charged from time to time by the Corporation's bankers on business overdraft accounts of less than $50,000, on any amounts due by a Lot Owner or Occupier but unpaid for 7 days after becoming due. Such interest to be computed from the due date until payment is made in full.

12.4. In the event of default by the Lot Owner in payment on the due date of any money under these By-Laws, the Lot Owner will on the written request of the Corporation grant to the Corporation a registered mortgage under the provisions of the Real Property Act 1886, containing the terms and conditions requested by the Corporation, which mortgage will charge the Lot Owner's interest in the relevant Lot with payment of the money owed by that Lot Owner.

12.5. The Lot Owner will, in the event of a mortgage being requested by the Corporation, pay to the Corporation the reasonable expenses of and incidental to the preparation, execution, stamping and registration of that mortgage.

12.6. The Lot Owner acknowledges that the Corporation will be entitled, by virtue of this By-Law 12, to lodge a caveat against the certificate(s) of title for the relevant Lot, giving notice of the provisions of this By-Law 12.

12.7. Subject to the provisions of this By-Law 12, the provisions of the Law of Property Act 1936 will apply to this Agreement as if it were a mortgage by deed.

13. Indemnity and Release

A person bound by these By-Laws will:

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

13.2. occupy, use and keep the Lot at the risk in all things of the Lot Owners, and the Lot Owner hereby releases to the full extent permitted by Law the Corporation from any accident, damage or injury occurring thereon (and on Common Property) except and to the extent that any such claims, demands and damages arise from or as a consequence of the negligence of the Corporation or its servants or agents.

14. Waiver

No waiver by the Corporation of one breach of any By-Law, obligation or provision herein contained or implied will operate as a waiver of another breach of the same or any other By-Law, obligation or provision.

15. Notice

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

16. Severance

If any By-Law or any part of these By-Laws cannot be given full legal force and effect for any reason, then that By-Law or part By-Law (as the case may be) will be severed, ignored or read down restrictively but so as to maintain and uphold as far as possible the remaining By-Laws.

EXECUTED by)

MUCHACHOS PTY LTD) .....
A.C.N.140 929 102) *(sole)* Director/Secretary
by authority of the *sole* Director(s))
) .....
Director/Secretary

Delete "sole" if more than one director
(Executed under Section 127(1) Corporations Act)

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Scheme Description
DEVELOPMENT NO:252/C242/2011

SCHEME DESCRIPTION

Lot Allotment 94 in DP 84503
~~Allotment~~ 94 ~~Pickering Street~~ Frost Place Brompton SA 5007

COMMUNITY CORPORATION No 27173 INCORPORATED

DEVELOPER
Muchachos Pty Ltd
A.C.N.140 929 102
PO Box 4
Fulham Gardens 5024

Form 10

Sections 30(1)(ia),31(3)(ab),34(2)(e),39(5a),47(2)(ka),50(7)(a)

Certificate as to preparation of scheme description, by-laws or development contracts

Certified correctly prepared in accordance prepared in accordance with the requirements of the *Community Titles Act 1996* by the person who prepared the document.

.....
Gavin Scott Pinksterboer
Registered Conveyancer
102 South Road West Hindmarsh SA 5007

THIS SCHEME DESCRIPTION SHOULD BE READ IN CONJUNCTION WITH THE BYLAWS FOR THE DEVELOPMENT AND THE COMMUNITY TITLES ACT AND REGULATIONS 1996 AS AMENDED.

TERMS OF INSTRUMENT NOT CHECKED
BY LANDS TITLES OFFICE

Scheme Description
DEVELOPMENT NO:252/C242/11

SCHEME DESCRIPTION INDEX

1/ PURPOSE OF THE SCHEME DESCRIPTION

2/ THE LAND

3/ THE COMMUNITY PARCEL,LOTS AND COMMON PROPERTY

4/ THE DEVELOPMENT

5/ FUTURE CONSTRUCTION OF RESIDENTIAL DWELLINGS

6/ USE OF THE COMMUNITY LOTS AND COMMON PROPERTY

7/ DEVELOPERS OBLIGATIONS TO DEVELOP THE COMMUNITY LOTS

8/ DEVELOPERS OBLIGATIONS TO DEVELOP THE COMMON PROPERTY

9/ COMMUNITY CORPORTAION TO SUPPLY WATER

10/ SERVICING

11/ CONDITIONS OF DEVELOPMENT PURSUANT TO LEGISLATION

12/ DEFINITIONS

13/ EXECUTION BY THE DEVELOPER

14/ COUNCIL ENDORSEMENT

ANNEXURES

PLAN OF COMMUNITY DIVISION

DEVELOPMENT APPROVAL : COMMUNITY DIVISION

3 of 16

TERMS OF INSTRUMENT NOT CHECKED
BY LANDS TITLES OFFICE

Scheme Description
DEVELOPMENT NO:252/C242/11

1/ PURPOSE OF THE SCHEME DESCRIPTION

Lot 4

1.1 This scheme description has been prepared for the development at ~~Allotment~~ 94 Pickering Street Brompton SA 5007(Allotment 94 in DP 84503 whole of CT Volume 6063 Folio 73)
Its purpose is to provide a brief description of the nature of the scheme to which the City of Charles Sturt('The Council') has given its consent, and is for the benefit of persons considering purchasing or entering into any other dealing with a lot created by this scheme.

1.2 Although the Act stipulates that the Bylaws must be consistent with the terms of this Scheme Description, this Scheme Description must be read in conjunction with the Bylaws for the development.

1.3 Should Persons considering purchasing, or entering into any other dealing with a Lot created by this scheme have any doubts as to the meaning or intent of the Scheme Description or Bylaws , they should obtain independent professional advice before entering into that contract.

2/ THE LAND

2.1 The subject land of the Proposed Community Title Application comprises Allotment 94 in DP 84503 being the whole of the land comprised in Certificate of Title Register Book Volume 6063 Folio 73.

3/ THE COMMUNITY PARCEL, LOTS & COMMON PROPERTY

The Land is to be divided into Nine (9) Community Lots and Common Property as contemplated in the Proposed Plan of Community Division attached hereto

4/ THE DEVELOPMENT

8 4 pars 4.7.12

4.1 The development shall create nine (9) vacant Community Lots in accordance with Development Approval No 252/C242/11 2-2, Pieces 3-10, Pieces 10-15 inclusive
4.2 Access to the Community Lot ~~1 to 8 inclusive~~ is via Common Property, Lot 9 has direct access from Pickering Street
4.3 Service infrastructure might be required to pass through one lot to service another, however where possible the services for each individual lot will come from the street frontage that each respective Community Lots abuts
4.4 The Common Property is delineated on the Proposed Plan of Community Division attached hereto
4.5 The Common Property may contain service infrastructure required by the scheme.

5/ FUTURE CONSTRUCTION OF RESIDENTIAL DWELLINGS

5.1 The construction of dwelling houses does not form a condition of this Scheme Description.

Scheme Description
DEVELOPMENT NO:252/C242/11

6/ USE OF THE COMMUNITY LOTS AND COMMON PROPERTY

6.1 The Community Lots shall be used solely for Residential purposes subject to Council's consent,
6.2 No further Division of a Community Lot or Common Property shall be permitted,
6.3 The Common Property may accommodate the service infrastructure.
6.4 The Common Property shall be maintained by the Community Corporation in accordance with the Bylaws for the Development.
6.5 No fence, barrier, nor any other structure shall be erected upon or around the common property.
6.6 Lot 9 shall not be required to make financial contributions to the maintenance of common property unless otherwise resolved at the inaugural general meeting of the community corporation

7/ THE DEVELOPER'S OBLIGATIONS TO DEVELOP THE COMMUNITY LOTS

The developer shall be under no obligation to develop the community lots except to the extent required to satisfy the Council's conditions of approval for the Community Division.

8/ THE DEVELOPER'S OBLIGATIONS TO DEVELOP COMMON PROPERTY

The developer shall develop the common property in accordance with the attached approval and as necessary to give effect to the scheme

9/ COMMUNITY CORPORATION TO SUPPLY WATER

9.1 The Community Corporation will supply each Community Lot with potable water under a private supply agreement.
9.2 On the common property SAWater will install a water connection and meter for potable water and the Community Corporation will be billed for the charges and water use attributed to the water supply.
9.3 The potable metered water connections will be connected to private water reticulation systems installed within the common property and will provide a privately metered water supply to each Community lot
9.4 Each dwelling on its respective lot will be fitted with a water meter that will incorporate a radio module for remote meter reading.
9.5 The private water meters will be read by a contractor engaged by the Community Corporation to do so and individual accounts will be raised and levied on each respective Community lot for the water usage attributable to the lot.
9.6 Water usage will be billed to the respective Community lots by the Community Corporation at the prescribed SAWater rate per unit of water.
9.7 The cost of reading the meters and generation of accounts by the contractor shall be paid by the Community Corporation from the Community Corporation's sinking fund.
9.8 The developer shall make a contribution for meter reading to the sinking fund of $500.00 at the inaugural general meeting, the Community Corporation shall raise funds from its members thereafter to cover meter reading costs

Scheme Description
DEVELOPMENT NO:252/C242/11

10/ SERVICING

Rubbish Collection

10.1 The Occupiers of the respective Community Lots must provide a garbage bin for the storage of garbage upon their lots

10.2 After the completion of the dwellings contemplated by this scheme description, garbage bins shall be stored upon the Community Lot in a position such that it is not visible from the front of the Lot.

10.3 Suitable arrangements shall be made for the collection of Garbage by the Councils garbage collection contractor,

10.4 Councils garbage collection contractor shall not be permitted to drive upon the Common Property.

11/ CONDITIONS OF THE DEVELOPMENT PURSUANT TO LEGISLATION

Notwithstanding any of the conditions imposed upon the Developer by this document,
The division of the Land by Community Title and the construction of any improvements upon the Land and all other things necessary to fulfil the conditions contained within this document are subject to conditions imposed by the Development Act 1993, The Community Titles Act 1996 and the Real Property Act 1886.

12/ DEFINITIONS

UNLESS THE CONTRARY INTENTION APPEARS THE FOLLOWING APPLIES;

A/ Reference to 'The Act' means the Community Titles Act 1996.

B/ Reference to the 'Regulations under the Act' means the Community Titles Act Regulations 1996.

C/ The Corporation means the Community Corporation No 27173 Inc 18.6.12
Constituted in accordance with part 9 of the Act.

D/ Singular includes the plural and vice versa.

E/ Reference to the masculine includes the feminine and includes a firm, a body Corporate, and Association or an Authority.

F/ Bylaws means the Bylaws filed by the Registrar General in the Lands Titles pursuant to the Community Titles Act 1996.

G/ 'Occupier' of a Lot includes,if the Lot is unoccupied,the owner of the Lot

6 of 16
TERMS OF INSTRUMENT NOT CHECKED
BY LANDS TITLES OFFICE

Scheme Description
DEVELOPMENT NO:252/C242/11

13/ EXECUTION BY THE DEVELOPER

Dated this 15th Day of May 2012.

Executed by THE DEVELOPER

Muchachos Pty Ltd
A.C.N: 140 929 102

By the authority of

.....
Sole Director /Sole Secretary

7 of 16

TERMS OF INSTRUMENT NOT CHECKED
BY LANDS TITLES OFFICE

Scheme Description
DEVELOPMENT NO:252/C242/11

14/ DEVELOPMENT AUTHORITIES CONSENT

1/ All the consents or approvals required under the Development Act 1993 in relation to the Division of the land and change of land use (if any) in accordance with this scheme description and the relevant plan of Community Division under the Community Titles Act 1996 have been granted.

OR*

~~No consent or approval is required under the Development Act 1993 in relation to the division of the land(or change in land use of the land) in accordance with this scheme description~~

2/ This endorsement does not limit a ~~relevant authority's right to~~ refuse, or to place conditions on, development authorisation ~~under the Development~~ Act 1993 in relation to any other ~~development~~ envisaged by this Scheme ~~Description~~.

(* Delete that which does not apply)

CITY OF CHARLES STURT.

PER

.....
Signature of Authorised Officer

SUE HEMINGWAY
Name of Authorised Officer

9 May 2012
Date of Consent

Orig. LF 11762785

10:57 21-May-2012
3 of 3 Fees: $0.00

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

Prefix
LF
Series No.
3

12:05 23/05/2012 02-011864
REGISTRATION FEE $125.00
TRANSACTION FEE $15.00

278

BELOW THIS LINE FOR AGENT USE ONLY

		AGENT CODE
Lodged by:	PINKSTERBOER & ASSOCIATES	PINK
Correction to:	PINKSTERBOER & ASSOCIATES	PINK

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

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

PICK-UP NO.	
CP	

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

ITEM(S)	AGENT CODE

DV35 - Carmel

CORRECTION
18 - 6 - 2012

PASSED

FILED 4.7.2012

REGISTRAR-GENERAL

REGISTRAR-GENERAL SOUTH AUSTRALIA

R-G 010107

LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
1	1,215	
2	1,250	
Comprising pieces 3* & 15*	1,050	
Comprising pieces 4* & 14*	1,050	
Comprising pieces 5*& 13*	1,050	
Comprising pieces 6* & 12*	1,050	
Comprising pieces 7* & 11*	1,050	
Comprising pieces 8* & 10*	1,050	
9	1,235	
AGGREGATE	10,000	

COMMUNITY PLAN NUMBER

C 27173

SHEET 1 OF 1

ACCEPTED 4.7.2012

PRO REGISTRAR-GENERAL

DEV. NO. 252 : C 242 11

APPLICATION 11762783

CERTIFICATE OF LAND VALUER

I JEFFREY WOOD

Being a Land Valuer within the meaning of the Land Valuers Act 1994 certify that the schedule is correct for the purposes of the Community Titles Act 1996.

Dated the 11TH day of MAY 2012

J WOOD

PURPOSE: PRIMARY COMMUNITY

AREA NAME: BROMPTON

MAP REF: 6628/41/C

COUNCIL: CITY OF CHARLES STURT

LAST PLAN: D84503

DEVELOPMENT NO: 252/C242/11/001/31140

APPROVED:
PETER STENCHLIK
08/06/2012

DEPOSITED:
CARMEL BRIDGART
04/07/2012

C27173

SHEET 1 OF 2

32340_text_01_v06_Version_6

AGENT DETAILS: JOHN C BESTED & ASSOCIATES PTY LTD
362 MAGILL RD
KENSINGTON PARK SA 5068
PH: 83327111
FAX: 83641829

AGENT CODE: JCBA

REFERENCE: 16212

SURVEYORS CERTIFICATION: I JOHN CHARLES BESTED , a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996
7th day of June 2012 John Charles Bested Licensed Surveyor

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	6063	73		ALLOTMENT(S)	94	D	84503	YATALA		

OTHER TITLES AFFECTED:

EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION

ANNOTATIONS: THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 19 / 12 / 2011
DELETION OF ANNOTATION NOTE VIDE DDP 11849685 PRO RG 19.11.2012

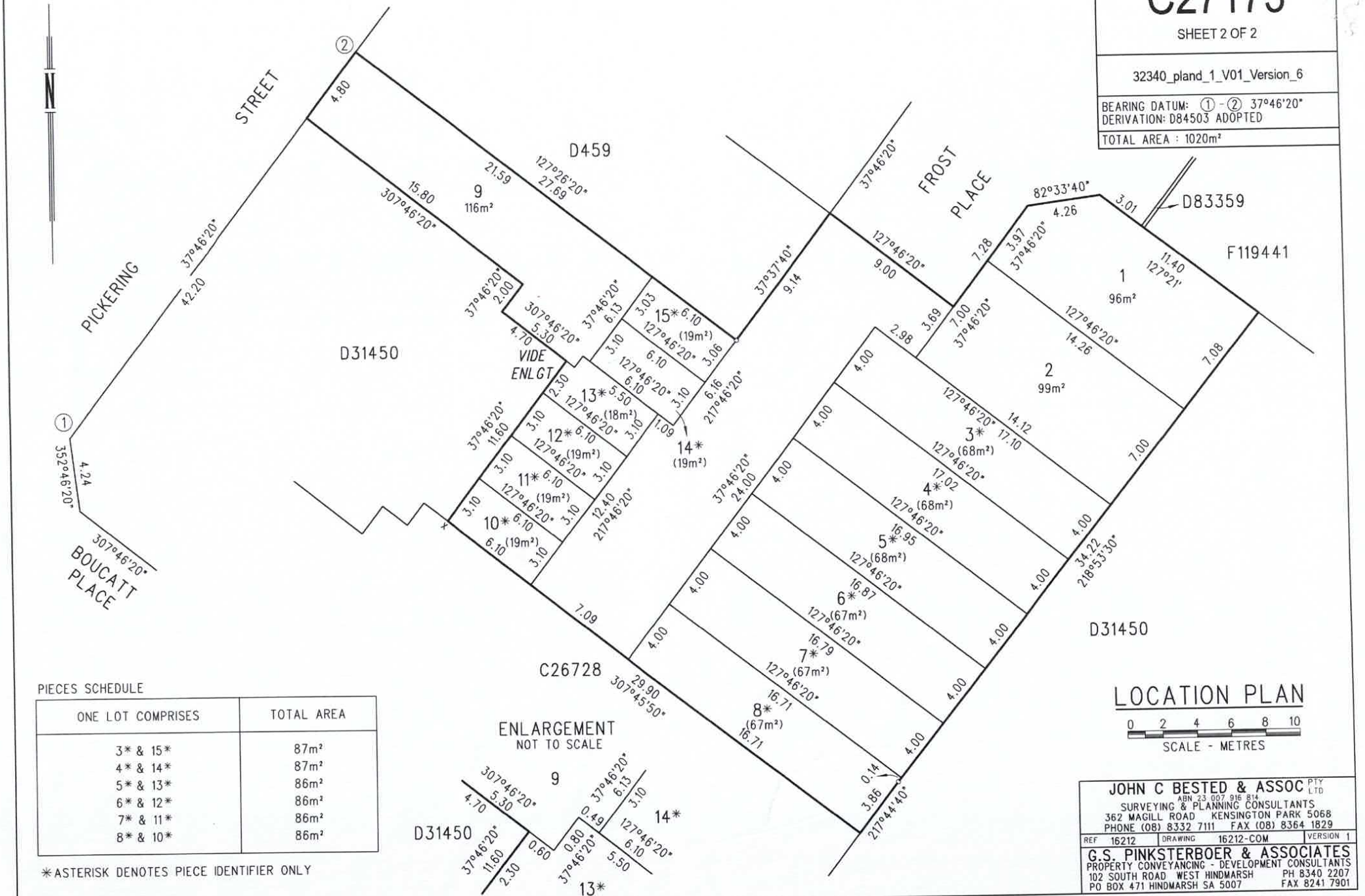
C27173

SHEET 2 OF 2

32340_pland_1_V01_Version_6

BEARING DATUM: ① - ② 37°46'20"
DERIVATION: D84503 ADOPTED

TOTAL AREA : 1020m²



PIECES SCHEDULE

ONE LOT COMPRISES	TOTAL AREA
3* & 15*	87m²
4* & 14*	87m²
5* & 13*	86m²
6* & 12*	86m²
7* & 11*	86m²
8* & 10*	86m²

*ASTERISK DENOTES PIECE IDENTIFIER ONLY

LOCATION PLAN

0 2 4 6 8 10
SCALE - METRES

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

REF 16212 | DRAWING 16212-COM | VERSION 1

G.S. PINKSTERBOER & ASSOCIATES
PROPERTY CONVEYANCING - DEVELOPMENT CONSULTANTS
102 SOUTH ROAD WEST HINDMARSH PH 8340 2207
PO BOX 471 HINDMARSH SA 5007 FAX 8241 7901

Level 13, 431 King William Street
Adelaide SA 5000

Certificate of Currency

CHU Community Association Insurance Plan

Policy No	**CAH**0000657
Policy Wording	CHU COMMUNITY ASSOCIATION INSURANCE PLAN
Period of Insurance	07/03/2025 to 07/03/2026 at 4:00pm
The Insured	COMMUNITY CORPORATION NO. 27173 INC.
Situation	1-15 FROST PLACE BROMPTON SA 5007

Policies Selected

Policy 1 – Community Property
Community property: $50,000
Community income: $7,500
Common area contents: $0

Policy 2 – Liability to Others
Limit of liability: $20,000,000

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

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

Policy 5 – Office Bearers' Legal Liability
Not Selected

Policy 6 – Machinery Breakdown
Not Selected

Policy 7 – Catastrophe Insurance
Not Selected

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

Flood Cover is included.

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 Endorsement

Flood cover is included.

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

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

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

Date Printed 07/03/2025

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 QM563 - 1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

PLAN

CT Volume 6096 Folio 689

PURPOSE: PRIMARY COMMUNITY

AREA NAME: BROMPTON

MAP REF: 6628/41/C

COUNCIL: CITY OF CHARLES STURT

LAST PLAN: D84503

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DEPOSITED:
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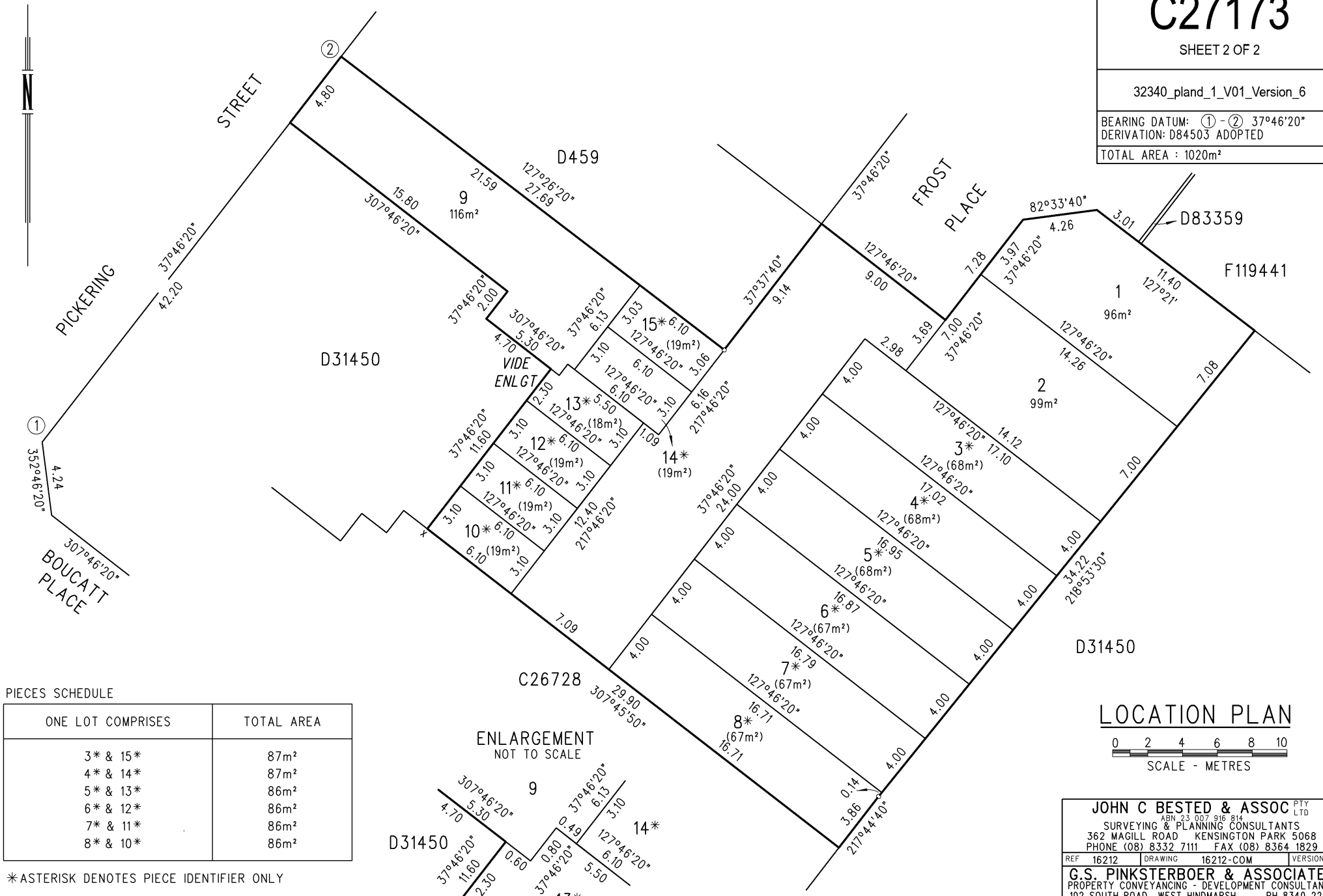

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AGGREGATE	10,000	

COMMUNITY PLAN NUMBER

C 27173

SHEET 1 OF 1

ACCEPTED 4.7.2012

PRO REGISTRAR-GENERAL

DEV. NO. 252 : C 242 11

APPLICATION 11762783

CERTIFICATE OF LAND VALUER

I JEFFREY WOOD

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Dated the 11TH day of MAY 2012

J WOOD

BY-LAWS

CT Volume 6096 Folio 689

Orig. LF 11762784

10:57 21-May-2012
2 of 3 Fees: $0.00

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

Prefix
LF
Series No.
2

12:05 23/05/2012 02-011864
REGISTRATION FEE $125.00
TRANSACTION FEE $15.00

278

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Lodged by:	PINKSTERBOER & ASSOCIATES	PINK
Correction to:	PINKSTERBOER & ASSOCIATES	PINK

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

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

PICK-UP NO.	
CP	

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

ITEM(S)	AGENT CODE

OV35 - Carmel

CORRECTION	PASSED
18·6·2012	✓
FILED 4·7·2012	

REGISTRAR-GENERAL

oro

REGISTRAR-GENERAL SOUTH AUSTRALIA

R-G 010107

BY - LAWS

COMMUNITY PLAN NO. 27173

ADDRESS:

Lot ~~Allotment~~ 94 Frost Place Brompton SA 5007
(Allotment 94 in DP 84503)

DEVELOPER:
MUCHACHOS PTY LTD
PO Box 4 Fulham Gardens SA 5024

CERTIFICATE

Certificate as to preparation of scheme description, by-laws or development contracts

Certified correctly prepared in accordance with the requirements of the *Community Titles Act 1996* by the person who prepared the document

.....

Gavin Scott Pinksterboer
Registered Conveyancer
102 South Road West Hindmarsh SA 5007

COMMUNITY SCHEME BY-LAWS

PLAN NO. C27173

1. Interpretation

1.1. In these By-Laws:

1.1.1. "Act" means the Community Titles Act 1996;

1.1.2. "Common Property" has the same meaning as set out in the Act;

1.1.3. "Community Plan" means the Community Titles Plan referred to above, which establishes the Community Scheme;

1.1.4. "Community Scheme" means the community strata scheme comprised in and established by the Community Plan;

1.1.5. "Corporation" means Community Corporation No. 27173Incorporated and includes a duly appointed officer, agent, employee, contractor or manager;

1.1.6. "Develop" means:

1.1.6.1. the erection, construction, alteration, improvement, installation or painting of any building, or other improvement on a Lot or on Common Property, and includes any siteworks effected in readiness for Development; and

1.1.6.2. "Development" has a like meaning;

1.1.7. "Lot" means a community Lot being part of the Community Scheme;

1.1.8. "Lot Owner" means the owner of a Lot;

1.1.9. "Invitees" means visitors, tradespersons, builders, contractors, agents, clients or associates of the Lot Owner or occupier of a Lot;

1.1.10. "Manager" means any party approved by the Corporation from time to time to manage and perform the duties and functions of the Corporation under the Act, and "Corporation Management Agreement" means any agreement appointing the Manager pursuant to Section 75(5) of the Act;

1.1.11. "Occupier" of a Lot means the person or persons in occupation of a Lot and includes, if the Lot is unoccupied, the relevant Lot Owner.

1.2. In these By-Laws except to the extent that the context otherwise requires:

1.2.1. words importing the singular number include the plural and vice versa;

1.2.2. words importing any gender include other genders;

1.2.3. references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to and all regulations, rules, By-Laws, proclamations, orders and other authorities pursuant thereto;

1.2.4. references to any of the parties hereto include references to their respective successors and permitted assigns;

1.2.5. headings have been inserted for guidance only and will be deemed not to form any part nor to affect the construction of these By-Laws;

1.2.6. where a word or phrase is given a defined meaning in this Agreement, any other part of speech or other grammatical form in respect of such word or phrase will have a corresponding meaning;

1.2.7. these By-Laws will be governed by and construed in accordance with the laws of the State of South Australia. Each of the parties hereto submits unconditionally but not exclusively to the jurisdiction of a Court of competent jurisdiction in the State of South Australia;

1.2.8. if any of the provisions of these By-Laws should be judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity or unenforceability or illegality (unless deletion of such provision or provisions would substantially alter the intention of the parties hereto, expressed or implied) will not affect the operation, construction or interpretation of any other provision of these By-Laws with the intent that the invalid or unenforceable or illegal provisions will be treated for all purposes as severed from these By-Laws.

2. Mandatory By-Laws

2.1. Administration, management and control of Common Property

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

2.1.2. The Corporation may (but is not obliged to) appoint a management committee (comprising representatives of Lot Owners) which will be responsible to the Corporation for the administration, management and control of the Common Property except for matters concerning:

2.1.2.1. the fixing of contribution amounts from Lot Owners;

2.1.2.2. appointment of a Manager under by-law 2.1.3; and

2.1.2.3. maintenance, upgrading or improvements to the Common Property where the amount expended would exceed $1,000.00 or such greater amount as may be decided by the Corporation.

2.1.3. The Corporation may (but is not obliged to) appoint a Manager which will be responsible to, and which will to assist the Corporation in carrying out, on behalf of the Corporation, the functions of administering, managing or controlling the Common Property, but:

2.1.3.1. the Manager must enter into a written Corporation Management Agreement with the Corporation which is subject to annual review; and

2.1.3.2. the Corporation must be entitled under a term of the Corporation Management Agreement to terminate that agreement in the event of default by the Manager in satisfactory performance of its duties.

2.1.4. Lot Owner Contributions

2.1.4.1. The Corporation will in general meeting (and not by its management committee) fix the amount it requires from Lot Owners from time to time by way of contributions for anticipated expenditure (such as common property maintenance, building services, rates and taxes, insurances, repairs etc).

2.1.4.2. Subject to the Act, the share of an amount to be contributed by a Lot Owner is proportional to the lot entitlement of the relevant Lot unless otherwise provided by a unanimous resolution of the Corporation.

2.1.4.3. The Corporation may, by ordinary resolution-

2.1.4.3.1. permit contributions to be paid in instalments specified in the resolution; and

2.1.4.3.2. fix (in accordance with regulations to the Act) interest payable in respect of a contribution, or an instalment of a contribution, that is in arrears.

2.2. Use and enjoyment of the Common Property

2.2.1. The Common Property is, subject to the Act and these By-Laws, for the common use and enjoyment of Lot Owners and other Occupiers in the Community Scheme and their Invitees.

2.2.2. Lot Owners, Occupiers, and Invitees must not:

2.2.2.1. damage or interfere with any structure, building services, shrub, plant, tree or garden, or deposit rubbish or waste material on or in the Common Property, or in any way obstruct the lawful use of the Common Property;

2.2.2.2. without the prior approval in writing of the Corporation mark, paint, erect or construct any permanent structure or service infrastructure on the Common Property;

2.2.2.3. damage or deface any existing structure, facilities or service infrastructure that forms part of the Common Property;

2.2.2.4. use any portion of the Common Property for their exclusive use as a garden or parking area or otherwise;

2.2.2.5. display any advertisement, sign or hoarding on any part of the Common Property;

2.2.2.6. dispose of any rubbish on Common Property other than in bins or receptacles intended and set aside for the purpose;

2.2.2.7. deface, paint, write, cut names or letters or make marks on or fix signs or bills, advertisements or graffiti to any part of the Building or the Common Property;

2.2.2.8. fail to comply with any reasonable direction or request from the Corporation in relation to use of the Common Property;

2.2.2.9. unlawfully attempt to exclude the public from any section of the Common Property;

2.2.2.10. play any game on Common Property so as to interfere with safety or comfort of any other person on Common Property;

2.2.2.11. sing, busk or play a musical instrument on Common Property;

2.2.2.12. repair, wash, paint, panel-beat or otherwise work an any motor vehicle except in an area specifically set aside for that purpose (if any) provided that this clause will not extend to emergency repairs in the case of vehicle breakdown;

2.2.2.13. preach to or harangue other people;

2.2.2.14. obstruct any footpath, road or walkway;

2.2.2.15. use or occupy any caravan, trailer or other vehicle on the Common Property for sleeping or otherwise as a place of habitation;

2.2.2.16. be inadequately clothed when on Common Property;

2.2.2.17. use any language or behave in a manner likely to cause offence or a nuisance to others;

2.2.2.18. fail to comply with any speed limits posted by the Community Corporation; or

2.2.2.19. fail to comply with any rules issued by the Corporation concerning use of the Common Property.

2.2.3. Lot Owners, Occupiers, and Invitees must notify the Corporation of any damage to or defect in the Common Property immediately on becoming aware of it.

2.2.4. The Corporation may:

2.2.4.1. erect and maintain any sign on the Common Property which displays parking restrictions, speed limits or access requirements in relation to the Common Property; and

2.2.4.2. (subject to clause 11) charge Lot Owners on a regular basis for costs and expenses incurred in the administration, management, control, maintenance, and repair of the Common Property.

2.2.5 No fence, barrier, dwelling, storage shed, garage, carport nor any other structure shall be erected upon or around the common property.

2.3. Use and Enjoyment of Community Lots

A Lot Owner, Occupier or Invitee must:

2.3.1. not use any Lot for any non-residential purpose unless the use has been approved by the Corporation;

2.3.2. use and enjoy the Lot in a manner consistent with the Scheme Description (if applicable);

2.3.3. use the Lot in accordance with the Development Act 1993;

2.3.4. pay all rates, taxes, insurances and other outgoings in relation to the Lot as they fall due;

2.3.5. not create any undue noise, disturbance or undertake any activity or behaviour which is likely to interfere with the quiet enjoyment of other Lot Owners or Occupiers and in particular, ensure that noise emissions from the relevant Lot are kept to a level where they will not disturb neighbouring Lot owners or Occupiers, in particular (but without limitation) between the hours of 11 midnight and 7 am;

2.3.6. be adequately clothed when visible from another Lot or from the Common Property and must not undertake any lewd or objectionable behaviour likely to cause offence to other Lot Owners, Occupiers or Invitees; or

2.3.7. not bring objects or materials onto a Lot of a kind which are likely to cause justified offence to other members of the Corporation community or store on any Lot any dangerous explosive or noxious substances (other than normal household chemicals, gases and fuels);

2.3.8. not without prior written consent of the Corporation (which may be given, withheld or withdrawn at any time as the Corporation sees fit):

2.3.8.1. change the use or character of a Lot; or

2.3.8.2. cause, permit or allow any loud noise or music from a Lot or from the Common Property so as to disturb or be a nuisance to Occupiers of other Lots; or

2.3.8.3. hang any washing, towels, bedding, clothing, or other articles on any part of the Lot in such a way as to be visible from outside the building; or

2.3.8.4. erect or affix radio or television aerials or antennae to the outside of its Lot or the building;

2.3.8.5 fix ,erect or hang any shade structure on the community lot with the exception of a shade umbrella in a colour similar to the building and the umbrella shall be kept closed when not in use

2.3.9. allow free access in or on the Lot (at reasonable times) to the Corporation and its contractors for maintenance, repair or replacement of any common service infrastructure shared between the Lots;

2.3.10. not, without the prior written approval of the Corporation erect or display any signs on a Lot other than:

2.3.10.1. during development of a Lot (and then only the display of signs required under the Building Work Contractors Act 1995); or

2.3.10.2. where an advertising sign is associated with the sale of a Lot;

2.3.11. at all times maintain and keep improvements on or within a Lot clean and tidy and in a good state of repair and condition including (without limitation):

2.3.11.1. keeping gutters and downpipes clear and free of leaves or other debris;

2.3.11.2. repainting as necessary;

2.3.11.3. replacing or repairing damaged or decaying materials; and

2.3.11.4. replacing or repairing broken or cracked windows and doors;

2.3.11.5. properly servicing, maintaining and repairing air-conditioning systems which exclusively service the Lot (even if the whole or a part of the air-conditioning equipment is located on or in Common Property);

2.3.12. comply with reasonable requirements or orders of the Corporation in relation to upkeep and maintenance;

2.3.13. store garbage within the relevant Lot in an appropriate container which prevents the escape of unpleasant odours;

2.3.14. leave garbage bins (for emptying at the appropriate times), in the location allocated for the relevant Lot;

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

2.3.16. ensure that their invitees are aware of these By-Laws and ensure that their Invitees do not engage in (or desist from) any conduct which is in breach of these By-Laws.

3. Corporation's Obligation to Maintain Common Property

3.1. The Corporation must:

3.1.1. keep the Common Property in generally in a state of good and serviceable repair including without limitation roadway surfaces, paving, footpaths and lighting;

3.1.2. properly maintain all chattels, services, fixtures and fittings held by the Corporation or used or intended, adapted or designed for use in connection with the Common Property or its enjoyment by the Lot Owners or Occupiers or by their Invitees; and

3.1.3. properly maintain (if applicable) any gardens and landscaping on the Common Property, and must replant or replace plants where necessary;

and for these purposes, the Corporation may enter into a Corporation Management Agreement with a third party for the provision of services for the benefit of the Lot Owners on behalf of the Corporation.

3.2. The Corporation must keep the common services to the Lots in a state of good and serviceable repair and must properly maintain all fixtures and fittings used or intended, adapted or designed for use in connection with the services, or their use by the Lot Owners or Occupiers and for this purpose, may enter into an appropriate contract with a third party for the maintenance and repair of those services.

3.3. If any air-conditioning plant and equipment which exclusively services any particular Lot is located wholly or partly on Common Property, then the Owner of that Lot will be responsible for and will pay the running costs and maintenance and repair of that plant and equipment, and the Corporation will have no liability or responsibility for such maintenance or repair.

4. Structural Additions, Changes and Colours on a Lot

4.1. A person must not without the prior approval of the Corporation:

4.1.1. make any structural changes or additions on or to a Lot; or

4.1.2. substantially change the colours of external finishes or the external appearance of a Lot.

4.2. Additions and alterations must be harmonious and sympathetic to the standard and design of the community development as a whole.

4.3. Dwellings on Lots must be erected in accordance with the relevant Development Approval and any conditions to that approval.

4.4. A Lot Owner must maintain its Lot:

4.4.1. in accordance with the Development Plan of the local Council;

4.4.2. in accordance with the Development Approval of the local Council annexed to the Scheme Description (if applicable);

4.4.3. in accordance with the Development Act 1993; and

4.4.4. not in breach of these By-Laws.

4.5. If a Lot Owner or any tradesperson, builder or contractor engaged by the Lot Owner, during the course of construction of any Development, causes any damage to the Common Property as a result of the Development works, then the Lot Owner must repair that damage forthwith and make good the Common Property, using materials of a like or similar quality that were installed prior to the damage occurring, and will effect those repairs to a building industry code standard of construction in accordance with the Development Plan of the local Council and the Development Approval of the local Council.

5. Limitation on Keeping Pets

5.1. Subject to other parts of this clause 5 or to any approval in writing by the Corporation in respect of any particular animal or any particular circumstances, a Lot Owner or Occupier will not be entitled to keep any bird, animal or other pet on a Lot or on the Common Property.

5.2. Dogs and cats (not exceeding 10 kilos in weight and not exceeding 1 in total per Lot) may be kept by Lot Owners or Occupiers PROVIDED THAT the prior written consent of the Corporation is first obtained by the Lot Owner or Occupier for that animal.

5.3. Animals or birds (if approved) must be properly maintained under the physical care and control of the relevant Lot Owner or Occupier and must not injure or disturb the quiet enjoyment of other Lot Owners or Occupiers.

5.4. The Corporation may by written notice require a Lot Owner or Occupier to permanently remove any pet (which is the subject of repeated complaints) from a Lot.

5.5. Lot Owners or Occupiers must immediately remove from the Common Property or another Lot any excrement or other deposit of waste caused by their pet, and

must repair any damage to, or loss or property caused by their animal on or to the Common Property or another Lot.

5.6. The keeping of pets must otherwise comply with any conditions set from time to time by the Corporation.

6. Use of Roadways and Common Area Parking

6.1. If there are any car parking spaces on the Common Property, then in the event of unauthorised use of the Common Property car parking spaces (whether by a Lot Owner, Occupier or any other person), the Corporation will be entitled (without being responsible or liable to the owner of that vehicle for unauthorised use) to arrange for vehicles to be moved, or towed away. Alternatively, the Corporation may impose fines for unauthorised parking as set out in clause 10.6.

6.2. No Lot Owner, Occupier or Invitee may:

6.2.1. in any way obstruct vehicular or pedestrian traffic on the Common Property;

6.2.2. park a motor vehicle on the Common Property except on a part of the Common Property set aside for the parking of motor vehicles (and then only by arrangement with the Corporation);

6.2.3. drive a motor vehicle on the Common Property except on a roadway established for use by motor vehicles; or

6.2.4. while driving a vehicle on the Common Property, fail to comply with the Corporation's displayed regulated speed limit.

6.3. Road Traffic Act 1961

A person driving a vehicle on the Common Property must comply with the rules applicable under the *Road Traffic Act 1961* to the driving of a vehicle on a public road.

6.4. Use of skate boards etc

No Lot Owner, Occupier or Invitee may ride (or permit to be ridden) a skate board, roller skates, in-line skates or other similar device on the Common Property unless authorised to do so by the Corporation.

7. Prohibition of disturbance

A Lot Owner, Occupier or Invitee must:

7.1. not engage in conduct which unreasonably disturbs the occupier of another Lot or others who are lawfully on a Lot or the Common Property; and

7.2. ensure, as far as practicable, that their Invitees do not engage in conduct that unreasonably disturbs the occupier of another Lot or others who are lawfully on a Lot or the Common Property.

8. Insurance

8.1. The Corporation will effect and maintain insurances as required by the Act.

8.2. Lot Owners will insure their own furniture fittings, equipment and goods.

8.3. Each Lot Owner will maintain public risk insurance for amounts of at least $10,000,000.00 in respect of any one event (or such higher cover as the Corporation may determine).

8.4. The Corporation may at any time require evidence be provided by each Lot Owner of these insurances.

8.5. No Lot Owner, Occupier or Invitee will do anything to:

8.5.1. void any insurance; or

8.5.2. increase the premium payable for any insurance;

maintained by the Corporation.

9. Community Corporation To Supply Water

9.1. The Community Corporation will supply each Community Lot with potable water under a private water supply agreement, the form of which will be as prescribed by the Community Corporation.

9.2. The potable metered water connection will be connected to private water reticulation systems installed within the Common Property and will provide water supply to each Community Lot.

9.3. Each dwelling on its respective Lot will be fitted with a private water meter that will incorporate a radio module for remote meter reading.

9.4. The private water meters will be read by a contractor engaged by the Community Corporation to do so and individual accounts will be raised and levied on each respective Community Lot for the water usage attributable to the Lot.

9.5. Water usage will be billed to the respective Community Lots by the Community Corporation at the SA Water rate per unit of water prescribed at the time.

9.6. The cost of reading the meters and generation of accounts by the contractor will be paid by the Community Corporation from the Community Corporation's sinking fund.

9.7 Supply contracts will be put in place between the community corporation and the lot owners/occupiers.

10. General provisions

10.1. Management and Advisers

The Corporation may retain the services of independent contractors, advisers or consultants in relation to matters affecting the Community Scheme as a whole, its Common Property and its management and administration. The cost will be recoverable from Lot Owners.

10.2. Easements

Where any part of the Common Property or of a Lot is subject to a registered easement, the Corporation, Lot Owners, Occupiers and Invitees (as appropriate) will comply at all times with the requirements or restrictions caused by that easement, and will not interfere with the grantee's exercise of rights under it.

10.3. Tenants to Have Notice of these By-Laws

A copy of these By-Laws (or a précis approved by the Corporation) will be given to each lessee or other occupier of the Lot (other than the Owner).

10.4. Corporation May Inspect Lots

10.4.1. The Corporation (and its servants, agents and contractors) will on giving one (1) day's notice) be permitted enter and inspect any Lot and to test electrical, gas or water installations or equipment, repair leakages or other defects in such installations or equipment (at the Owner's expense if leakages or defects were due to the act or default of the Owner).

10.4.2. The Corporation and its servants, agents and contractors will in exercising these powers cause as little disturbance or interference to the Owner or occupier as reasonably possible in the circumstances.

10.5. Changes in Ownership

Any change in ownership of a Lot or address of a Lot Owner must be notified to the Corporation.

10.6. Offences

10.6.1. A person who contravenes or fails to comply with a provision of these By-Laws is guilty of an offence. Maximum penalty: $500 or such greater amount as is prescribed by the Act or its Regulations.

10.6.2. The Corporation will be entitled to impose fines for offences as it sees fit, and as provided for in the Act or its Regulations.

11. Rules

The management committee of the Corporation has the power to make such rules as it considers necessary to ensure that Lot Owners and Occupiers have proper use and enjoyment of their Lot and the Common Property. Such rules will be enforceable by the Corporation as if they formed part of these By-laws.

12. Recovery of Amounts Due

12.1. Amounts owing to the Corporation will be paid by the relevant owner or occupier promptly on demand by the Corporation and will be recoverable as a debt.

12.2. The Corporation may recover from owners or occupiers (on a full indemnity basis) any legal or other costs charges or expenses incurred in recovering debts due by an owner or occupier.

12.3. The Corporation may charge interest, at the rate being 2% above the rate charged from time to time by the Corporation's bankers on business overdraft accounts of less than $50,000, on any amounts due by a Lot Owner or Occupier but unpaid for 7 days after becoming due. Such interest to be computed from the due date until payment is made in full.

12.4. In the event of default by the Lot Owner in payment on the due date of any money under these By-Laws, the Lot Owner will on the written request of the Corporation grant to the Corporation a registered mortgage under the provisions of the Real Property Act 1886, containing the terms and conditions requested by the Corporation, which mortgage will charge the Lot Owner's interest in the relevant Lot with payment of the money owed by that Lot Owner.

12.5. The Lot Owner will, in the event of a mortgage being requested by the Corporation, pay to the Corporation the reasonable expenses of and incidental to the preparation, execution, stamping and registration of that mortgage.

12.6. The Lot Owner acknowledges that the Corporation will be entitled, by virtue of this By-Law 12, to lodge a caveat against the certificate(s) of title for the relevant Lot, giving notice of the provisions of this By-Law 12.

12.7. Subject to the provisions of this By-Law 12, the provisions of the Law of Property Act 1936 will apply to this Agreement as if it were a mortgage by deed.

13. Indemnity and Release

A person bound by these By-Laws will:

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

13.2. occupy, use and keep the Lot at the risk in all things of the Lot Owners, and the Lot Owner hereby releases to the full extent permitted by Law the Corporation from any accident, damage or injury occurring thereon (and on Common Property) except and to the extent that any such claims, demands and damages arise from or as a consequence of the negligence of the Corporation or its servants or agents.

14. Waiver

No waiver by the Corporation of one breach of any By-Law, obligation or provision herein contained or implied will operate as a waiver of another breach of the same or any other By-Law, obligation or provision.

15. Notice

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

16. Severance

If any By-Law or any part of these By-Laws cannot be given full legal force and effect for any reason, then that By-Law or part By-Law (as the case may be) will be severed, ignored or read down restrictively but so as to maintain and uphold as far as possible the remaining By-Laws.

EXECUTED by)

MUCHACHOS PTY LTD) .....
A.C.N.140 929 102) *(sole)* Director/Secretary
by authority of the *sole* Director(s))
)
) .....
Delete "sole" if more than one director Director/Secretary
(Executed under Section 127(1) Corporations Act)

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SCHEME DESCRIPTION

Orig. LF 11762785

10:57 21-May-2012
3 of 3 Fees: $0.00

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

Prefix
LF
Series No.
3

12:05 23/05/2012 02-011864
REGISTRATION FEE $125.00
TRANSACTION FEE $15.00

278

BELOW THIS LINE FOR AGENT USE ONLY

		AGENT CODE
Lodged by:	PINKSTERBOER & ASSOCIATES	PINK
Correction to:	PINKSTERBOER & ASSOCIATES	PINK

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

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

PICK-UP NO.	
CP	

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

ITEM(S)	AGENT CODE

DV35 - Carmel

CORRECTION	PASSED
18 - 6 - 2012	
FILED 4.7.2012	

REGISTRAR-GENERAL

R-G 010107

15/16

1 of 16
TERMS OF INSTRUMENT NOT CHECKED
BY LANDS TITLES OFFICE

Scheme Description
DEVELOPMENT NO:252/C242/2011

SCHEME DESCRIPTION

Lot Allotment 94 in DP 84503
~~Allotment~~ 94 ~~Pickering Street~~ Frost Place Brompton SA 5007

COMMUNITY CORPORATION No 27173 INCORPORATED

DEVELOPER
Muchachos Pty Ltd
A.C.N.140 929 102
PO Box 4
Fulham Gardens 5024

Form 10

Sections 30(1)(ia),31(3)(ab),34(2)(e),39(5a),47(2)(ka),50(7)(a)

Certificate as to preparation of scheme description, by-laws or development contracts

Certified correctly prepared in accordance prepared in accordance with the requirements of the *Community Titles Act 1996* by the person who prepared the document.

.....
Gavin Scott Pinksterboer
Registered Conveyancer
102 South Road West Hindmarsh SA 5007

THIS SCHEME DESCRIPTION SHOULD BE READ IN CONJUNCTION WITH THE BYLAWS FOR THE DEVELOPMENT AND THE COMMUNITY TITLES ACT AND REGULATIONS 1996 AS AMENDED.

TERMS OF INSTRUMENT NOT CHECKED
BY LANDS TITLES OFFICE

Scheme Description
DEVELOPMENT NO:252/C242/11

SCHEME DESCRIPTION INDEX

1/ PURPOSE OF THE SCHEME DESCRIPTION

2/ THE LAND

3/ THE COMMUNITY PARCEL,LOTS AND COMMON PROPERTY

4/ THE DEVELOPMENT

5/ FUTURE CONSTRUCTION OF RESIDENTIAL DWELLINGS

6/ USE OF THE COMMUNITY LOTS AND COMMON PROPERTY

7/ DEVELOPERS OBLIGATIONS TO DEVELOP THE COMMUNITY LOTS

8/ DEVELOPERS OBLIGATIONS TO DEVELOP THE COMMON PROPERTY

9/ COMMUNITY CORPORTAION TO SUPPLY WATER

10/ SERVICING

11/ CONDITIONS OF DEVELOPMENT PURSUANT TO LEGISLATION

12/ DEFINITIONS

13/ EXECUTION BY THE DEVELOPER

14/ COUNCIL ENDORSEMENT

ANNEXURES

PLAN OF COMMUNITY DIVISION

DEVELOPMENT APPROVAL : COMMUNITY DIVISION

TERMS OF INSTRUMENT NOT CHECKED
BY LANDS TITLES OFFICE

Scheme Description
DEVELOPMENT NO:252/C242/11

1/ PURPOSE OF THE SCHEME DESCRIPTION

Lot 4

1.1 This scheme description has been prepared for the development at ~~Allotment~~ 94 Pickering Street Brompton SA 5007(Allotment 94 in DP 84503 whole of CT Volume 6063 Folio 73)
Its purpose is to provide a brief description of the nature of the scheme to which the City of Charles Sturt('The Council') has given its consent, and is for the benefit of persons considering purchasing or entering into any other dealing with a lot created by this scheme.

1.2 Although the Act stipulates that the Bylaws must be consistent with the terms of this Scheme Description, this Scheme Description must be read in conjunction with the Bylaws for the development.

1.3 Should Persons considering purchasing, or entering into any other dealing with a Lot created by this scheme have any doubts as to the meaning or intent of the Scheme Description or Bylaws , they should obtain independent professional advice before entering into that contract.

2/ THE LAND

2.1 The subject land of the Proposed Community Title Application comprises Allotment 94 in DP 84503 being the whole of the land comprised in Certificate of Title Register Book Volume 6063 Folio 73.

3/ THE COMMUNITY PARCEL, LOTS & COMMON PROPERTY

The Land is to be divided into Nine (9) Community Lots and Common Property as contemplated in the Proposed Plan of Community Division attached hereto

4/ THE DEVELOPMENT

8 pages 4.7.12

4.1 The development shall create nine (9) vacant Community Lots in accordance with Development Approval No 252/C242/11 2-2, Pieces 3-10, Pieces 10-15 inclusive
4.2 Access to the Community Lot ~~1 to 8 inclusive~~ is via Common Property, Lot 9 has direct access from Pickering Street
4.3 Service infrastructure might be required to pass through one lot to service another, however where possible the services for each individual lot will come from the street frontage that each respective Community Lots abuts
4.4 The Common Property is delineated on the Proposed Plan of Community Division attached hereto
4.5 The Common Property may contain service infrastructure required by the scheme.

5/ FUTURE CONSTRUCTION OF RESIDENTIAL DWELLINGS

5.1 The construction of dwelling houses does not form a condition of this Scheme Description.

6/ USE OF THE COMMUNITY LOTS AND COMMON PROPERTY

6.1 The Community Lots shall be used solely for Residential purposes subject to Council's consent,
6.2 No further Division of a Community Lot or Common Property shall be permitted,
6.3 The Common Property may accommodate the service infrastructure.
6.4 The Common Property shall be maintained by the Community Corporation in accordance with the Bylaws for the Development.
6.5 No fence, barrier, nor any other structure shall be erected upon or around the common property.
6.6 Lot 9 shall not be required to make financial contributions to the maintenance of common property unless otherwise resolved at the inaugural general meeting of the community corporation

7/ THE DEVELOPER'S OBLIGATIONS TO DEVELOP THE COMMUNITY LOTS

The developer shall be under no obligation to develop the community lots except to the extent required to satisfy the Council's conditions of approval for the Community Division.

8/ THE DEVELOPER'S OBLIGATIONS TO DEVELOP COMMON PROPERTY

The developer shall develop the common property in accordance with the attached approval and as necessary to give effect to the scheme

9/ COMMUNITY CORPORATION TO SUPPLY WATER

9.1 The Community Corporation will supply each Community Lot with potable water under a private supply agreement.
9.2 On the common property SAWater will install a water connection and meter for potable water and the Community Corporation will be billed for the charges and water use attributed to the water supply.
9.3 The potable metered water connections will be connected to private water reticulation systems installed within the common property and will provide a privately metered water supply to each Community lot
9.4 Each dwelling on its respective lot will be fitted with a water meter that will incorporate a radio module for remote meter reading.
9.5 The private water meters will be read by a contractor engaged by the Community Corporation to do so and individual accounts will be raised and levied on each respective Community lot for the water usage attributable to the lot.
9.6 Water usage will be billed to the respective Community lots by the Community Corporation at the prescribed SAWater rate per unit of water.
9.7 The cost of reading the meters and generation of accounts by the contractor shall be paid by the Community Corporation from the Community Corporation's sinking fund.
9.8 The developer shall make a contribution for meter reading to the sinking fund of $500.00 at the inaugural general meeting, the Community Corporation shall raise funds from its members thereafter to cover meter reading costs

Scheme Description
DEVELOPMENT NO:252/C242/11

10/ SERVICING

Rubbish Collection

10.1 The Occupiers of the respective Community Lots must provide a garbage bin for the storage of garbage upon their lots

10.2 After the completion of the dwellings contemplated by this scheme description, garbage bins shall be stored upon the Community Lot in a position such that it is not visible from the front of the Lot.

10.3 Suitable arrangements shall be made for the collection of Garbage by the Councils garbage collection contractor,

10.4 Councils garbage collection contractor shall not be permitted to drive upon the Common Property.

11/ CONDITIONS OF THE DEVELOPMENT PURSUANT TO LEGISLATION

Notwithstanding any of the conditions imposed upon the Developer by this document,
The division of the Land by Community Title and the construction of any improvements upon the Land and all other things necessary to fulfil the conditions contained within this document are subject to conditions imposed by the Development Act 1993, The Community Titles Act 1996 and the Real Property Act 1886.

12/ DEFINITIONS

UNLESS THE CONTRARY INTENTION APPEARS THE FOLLOWING APPLIES;

A/ Reference to 'The Act' means the Community Titles Act 1996.

B/ Reference to the 'Regulations under the Act' means the Community Titles Act Regulations 1996.

C/ The Corporation means the Community Corporation No.27173 Inc 18.6.12
Constituted in accordance with part 9 of the Act.

D/ Singular includes the plural and vice versa.

E/ Reference to the masculine includes the feminine and includes a firm, a body Corporate, and Association or an Authority.

F/ Bylaws means the Bylaws filed by the Registrar General in the Lands Titles pursuant to the Community Titles Act 1996.

G/ 'Occupier' of a Lot includes,if the Lot is unoccupied,the owner of the Lot

TERMS OF INSTRUMENT NOT CHECKED
BY LANDS TITLES OFFICE

Scheme Description
DEVELOPMENT NO:252/C242/11

13/ EXECUTION BY THE DEVELOPER

Dated this 15th Day of May 2012.

Executed by THE DEVELOPER

Muchachos Pty Ltd
A.C.N: 140 929 102

By the authority of

.....
Sole Director /Sole Secretary

TERMS OF INSTRUMENT NOT CHECKED
BY LANDS TITLES OFFICE

Scheme Description
DEVELOPMENT NO:252/C242/11

14/ DEVELOPMENT AUTHORITIES CONSENT

1/ All the consents or approvals required under the Development Act 1993 in relation to the Division of the land and change of land use (if any) in accordance with this scheme description and the relevant plan of Community Division under the Community Titles Act 1996 have been granted.

OR*

~~No consent or approval is required under the Development Act 1993 in relation to the division of the land(or change in land use of the land) in accordance with this scheme description~~

2/ This endorsement does not limit a ~~relevant authority's right to~~ refuse, or to place conditions on, development authorisation ~~under the Development~~ Act 1993 in relation to any other ~~development~~ envisaged by this Scheme ~~Description~~.

(* Delete that which does not apply)

CITY OF CHARLES STURT.

PER

.....
Signature of Authorised Officer

SUE HEMINGWAY
Name of Authorised Officer

9 May 2012
Date of Consent

Scheme Description
DEVELOPMENT NO:252/C242/11

ANNEXURES

PLAN OF COMMUNITY DIVISION

DEVELOPMENT APPROVAL : COMMUNITY DIVISION

9/16

PURPOSE:	PRIMARY COMMUNITY	AREA NAME:	BROMPTON	APPROVED:	
MAP REF:	6628/41/C	COUNCIL:	CITY OF CHARLES STURT	DEPOSITED/FILED:	
LAST PLAN:	D84503	DEVELOPMENT NO:	252/C242/11/001	SHEET 1 OF 2	
				32340_text_01_v01	

AGENT DETAILS: JOHN C BESTED & ASSOCIATES PTY LTD
362 MAGILL RD
KENSINGTON PARK SA 5068
PH: 83327111
FAX: 83641829

AGENT CODE: JCBA

REFERENCE: 16212

SURVEYORS CERTIFICATION:

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	6063	73		ALLOTMENT(S)	94	D	84503	YATALA		

OTHER TITLES AFFECTED:

EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION

ANNOTATIONS: THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 19 / 12 / 2011

Development Assessment Commission
LAND DIVISION (COMMUNITY TITLE) CERTIFICATE
Council/Commission has consented to the encroachment(s) over public land

The building(s)/structure was erected on *vacant*

The postal address of the site is *Lt 94 Frost Place, BROMPTON*

Approved in accordance with the requirements of Section 51 of the Development Act 1993

Signed

Description of signatory: Supervisor of Land Divisions as delegate of D.A.C.

Dated *03/01/2012, 05:00 pm*

Development Assessment Commission
LAND DIVISION (COMMUNITY TITLE) CERTIFICATE
Council/Commission has consented to the encroachment(s) over public land

The building(s)/structure was erected on.....

The postal address of the site is .....

Approved in accordance with the requirements of Section 51 of the Development Act 1993

Signed

Description of signatory: Supervisor of Land Divisions as delegate of D.A.C.

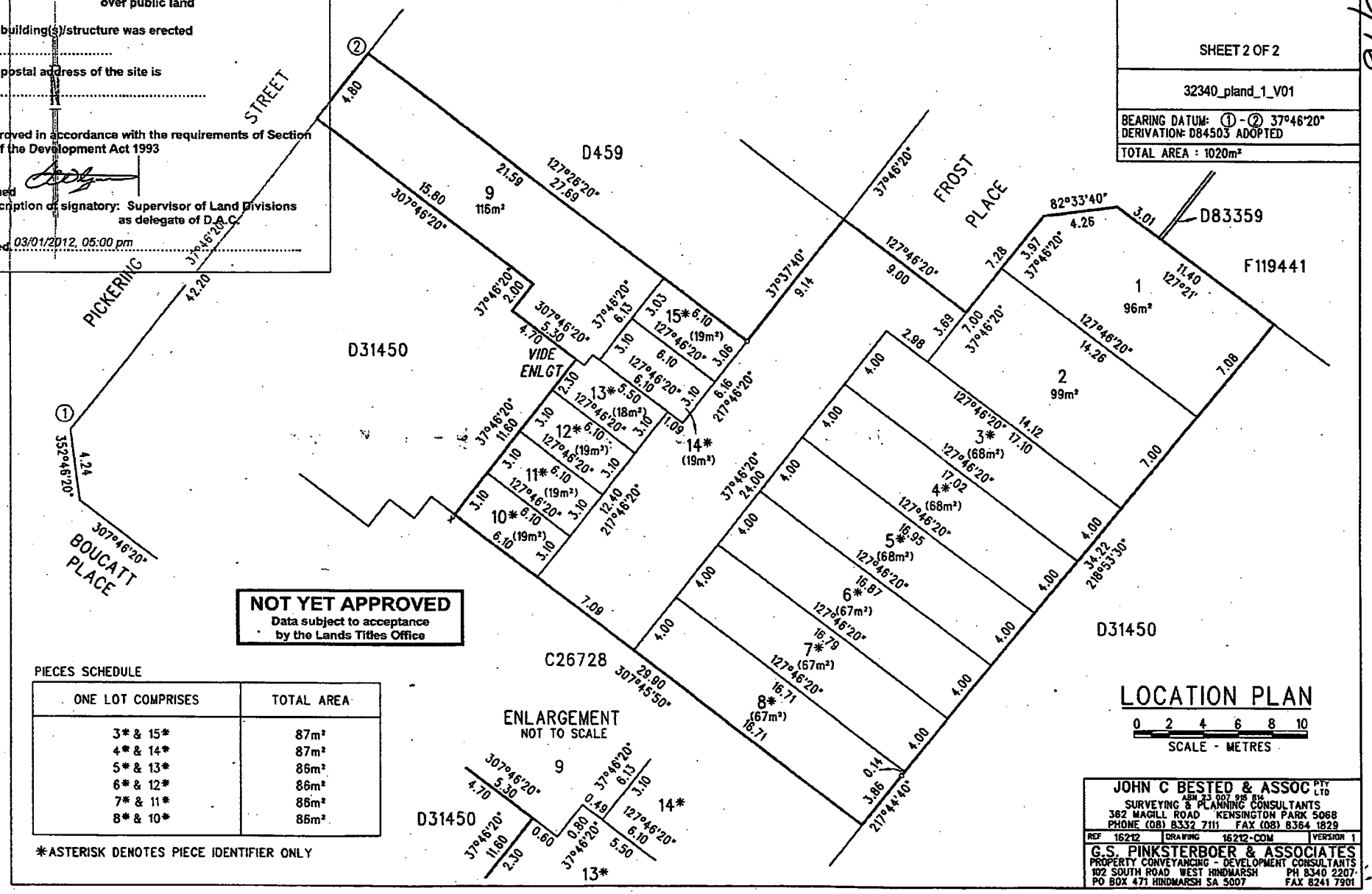
Dated 03/01/2012, 05:00 pm

SHEET 2 OF 2

32340_pland_1_V01

BEARING DATUM: ① - ② 37°46'20"
DERIVATION: D84503 ADOPTED

TOTAL AREA : 1020m²



PIECES SCHEDULE

ONE LOT COMPRISES	TOTAL AREA
3* & 15*	87m²
4* & 14*	87m²
5* & 13*	86m²
6* & 12*	86m²
7* & 11*	86m²
8* & 10*	86m²

*ASTERISK DENOTES PIECE IDENTIFIER ONLY

JOHN C BESTED & ASSOC PTY LTD
ABN 83 007 915 814
SURVEYING & PLANNING CONSULTANTS
362 MAGILL ROAD KENSINGTON PARK 5068
PHONE (08) 8332 7111 FAX (08) 8364 1829
REF 16212 DRAWING 16212-COM VERSION 1

G.S. PINKSTERBOER & ASSOCIATES
PROPERTY CONVEYANCING - DEVELOPMENT CONSULTANTS
102 SOUTH ROAD WEST HINDMARSH PH 8340 2207
PO BOX 471 HINDMARSH SA 5007 FAX 8241 7901

11/16

72 Woodville Road, Woodville
South Australia 5011
PO Box 1, Woodville SA 5011

T 08 8408 1111
F 08 8408 1122
charlessturt.sa.gov.au

30 November 2011

Low Rider Pty Ltd
C/- Pinksterboer & Associates
PO Box 471
HINDMARSH SA 5007

Dear Sir/Madam

Development Application No	252/2419/11
Applicant	Low Rider Pty Ltd
Proposal	Land Division - Community Title - Create Nine Allotments from One - 252/C242/11
Subject Land	Lot 94 Pickering Street BROMPTON SA 5007 Lot 94 DP 84503 Vol 6063 Fol 73

I refer to your recent application and advise that Council has made a decision.

The Decision Notification Form outlining the decision and any conditions (where applicable) is attached. Please ensure you read all pages of the Decision Notification Form including the conditions of approval.

Please note you may also require other approvals and clearances under other relevant legislation before commencing the development. In particular you are also advised to contact ETSA Utilities regarding the location of public and private electricity supply lines in relation to your proposal.

You are reminded that Section 86(1)(a) of the Development Act 1993 provides for a right of appeal to the Environment, Resources and Development Court against this decision, or the imposition of conditions attaching to the authorisation, within ***two months*** after receipt of this notice (Section 86(4) of the Act).

Please note any appeal has to be lodged ***with the Court and not with the Council.***

Council will not act as a representative for other parties before the Court and Council Officers can only provide preliminary advice regarding the Court's procedures. If you wish to pursue an appeal, you are strongly urged to take professional advice on the matter.

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For assistance in lodging an appeal, it is suggested that you contact the Court which is located in the Sir Samuel Way Building, Victoria Square, Adelaide or phone the Court on (08) 8204 0300.

Should you require any clarification regarding this matter, please contact me on 8408 1293.

Yours faithfully

John Tarasiuk
Development Officer - Planning

JT:HO

Encl

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Decision Notification Form

Development Number
252/2419/11

To: Low Rider Pty Ltd
C/- Pinksterboer & Associates
PO Box 471
HINDMARSH SA 5007

For Development Application
Dated: 11/10/2011
Registered: 19/10/2011
DAC Reference: 252/C242/11

Location of Proposed Development: Lot 94 Pickering Street BROMPTON SA 5007
Lot 94 DP 84503 Vol 6063 Fol 73

Nature of Proposed Development: Land Division - Community Title - Create Nine Allotments from One - 252/C242/11

In respect of this proposed development you are informed that:

Nature of Decision	Decision	Number of Conditions	Decision Date
Development Plan Consent	Granted	1	29/11/2011
Land Division	Granted	2	29/11/2011
Building Rules Consent			
Public Space			
Other			
Development Approval	**Granted**	**3**	**30/11/2011**

☐ Development Assessment Commission or delegate

☑ Council Chief Executive or delegate

☑ Sheets attached

Signed:

(Our Ref: 252/2419/11)

14/16

Environment Protection Note

The ***Environment Protection (Water Quality) Policy 2003*** requires any person who is undertaking an activity, or is an occupier of land to take all reasonable and practicable measures to avoid the discharge or deposit of waste from that activity or land into any waters or onto land in a place from which it is likely to enter any waters (including the stormwater system).

The policy also creates offences that can result in on-the-spot fines or legal proceedings. The following information is provided to assist you to comply with this legislation:

1. Building and construction should follow sediment control principles outlined in the Stormwater Pollution Prevention – Code of Practice for the Building and Construction Industry (EPA 1999). Specifically, the applicant should ensure:

    - During construction no sediment should leave the building and construction site. Appropriate exclusion devices must be installed at entry points to stormwater systems and waterways.

    - A stabilised entry/exit point should be constructed to minimise the tracking of sand, soil and clay off site. However, should tracking occur, regular clean-ups are advised.

2. Litter from construction sites is an environmental concern. All efforts should be made to keep all litter on site. The applicant should ensure that bins with securely fitted lids, capable of receiving all waste from building and construction activities, are placed on site.

3. All building and construction wastewaters are listed pollutants under the ***Environment Protection (Water Quality)*** Policy ***2003*** and as such ***must*** be contained on site.

It is important that you familiarise yourself with the terms of the Policy and ensure that all contractors engaged by you are aware of the obligations arising under it.

For further information please contact the Environment Protection Authority on telephone (08) 8204 2004.

Signed:

Reference: 252/2419/11

EPA

Environment Protection Authority
GPO Box 2607 Adelaide SA 5001
211 Victoria Square Adelaide SA 5000
T (08) 8204 2004
Country areas 1800 623 445

Receipt No : 0002653618
Admin No : 56007 (91125)

Eckermann Forms
PO BOX 7340 Hutt Street
ADELAIDE SA 5000

Contact: Section 7
Telephone: (08) 8204 2026
Email: epasection7@sa.gov.au

Contact: Public Register
Telephone: (08) 8204 9128
Email: epa.publicregister@sa.gov.au

11 March, 2025

EPA STATEMENT TO FORM 1 - CONTRACTS FOR SALE OF LAND OR BUSINESS

The EPA provides this statement to assist the vendor meet its obligations under section 7(1)(b) of the *Land and Business (Sale and Conveyancing) Act 1994*. A response to the questions prescribed in Schedule 1-Contracts for sale of land or business-forms (Divisions 1 and 2) of the *Land and Business (Sale and Conveyancing) Act 1994* is provided in relation to the land.

I refer to your enquiry concerning the parcel of land comprised in

Title Reference	CT Volume 6096 Folio 689
Address	Pieces 5 & 13 (CP 27173) Unit 5, 5 Frost Place, BROMPTON SA 5007

Schedule – Division 1 – *Land and Business (Sale and Conveyancing) Regulations 2010*

PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND

8. Environment Protection Act 1993

Does the EPA hold any of the following details relating to the *Environment Protection Act 1993*:

8.1	Section 59 - Environment performance agreement that is registered in relation to the land.	NO
8.2	Section 93 - Environment protection order that is registered in relation to the land.	NO
8.3	Section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land.	NO
8.4	Section 99 - Clean-up order that is registered in relation to the land.	NO
8.5	Section 100 - Clean-up authorisation that is registered in relation to the land.	NO
8.6	Section 103H - Site contamination assessment order that is registered in relation to the land.	NO
8.7	Section 103J - Site remediation order that is registered in relation to the land.	NO

8.8	Section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination).	NO
8.9	Section 103P - Notation of site contamination audit report in relation to the land.	NO
8.10	Section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land.	NO

Schedule – Division 2 – ***Land and Business (Sale and Conveyancing) Regulations 2010***

PARTICULARS RELATING TO ENVIRONMENT PROTECTION

3-Licences and exemptions recorded by EPA in public register

Does the EPA hold any of the following details in the public register:

a)	details of a current licence issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?	NO
b)	details of a licence no longer in force issued under Part 6 of the *Environment Protection Act 1993* to conduct any prescribed activity of environmental significance under Schedule 1 of that Act at the land?	NO
c)	details of a current exemption issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?	NO
d)	details of an exemption no longer in force issued under Part 6 of the *Environment Protection Act 1993* from the application of a specified provision of that Act in relation to an activity carried on at the land?	NO
e)	details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to operate a waste depot at the land?	NO
f)	details of a licence issued under the repealed *Waste Management Act 1987* to operate a waste depot at the land?	NO
g)	details of a licence issued under the repealed *South Australian Waste Management Commission Act 1979* to produce waste of a prescribed kind (within the meaning of that Act) at the land?	NO
h)	details of a licence issued under the repealed *Waste Management Act 1987* to produce prescribed waste (within the meaning of that Act) at the land?	NO

4-Pollution and site contamination on the land - details recorded by the EPA in public register

Does the EPA hold any of the following details in the public register in relation to the land or part of the land:

a)	details of serious or material environmental harm caused or threatened in the course of an activity (whether or not notified under section 83 of the *Environment Protection Act 1993*)?	NO

b)	details of site contamination notified to the EPA under section 83A of the *Environment Protection Act 1993*?	NO
c)	a copy of a report of an environmental assessment (whether prepared by the EPA or some other person or body and whether or not required under legislation) that forms part of the information required to be recorded in the public register?	**YES**
d)	a copy of a site contamination audit report?	NO
e)	details of an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the *Environment Protection Act 1993* applies?	NO
f)	details of an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993?*	NO
g)	details of an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993?*	NO
h)	details of a notification under section 103Z(1) of the *Environment Protection Act 1993* relating to the commencement of a site contamination audit?	NO
i)	details of a notification under section 103Z(2) of the *Environment Protection Act 1993* relating to the termination before completion of a site contamination audit?	NO
j)	details of records, held by the former *South Australian Waste Management Commission* under the repealed *Waste Management Act 1987*, of waste (within the meaning of that Act) having been deposited on the land between 1 January 1983 and 30 April 1995?	NO

5-Pollution and site contamination on the land - other details held by EPA

Does the EPA hold any of the following details in relation to the land or part of the land:

a)	a copy of a report known as a "Health Commission Report" prepared by or on behalf of the *South Australian Health Commission* (under the repealed *South Australian Health Commission Act 1976*)?	**YES**
b)	details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site contamination assessment proposal under section 103I of the *Environment Protection Act 1993?*	NO
c)	details (which may include a report of an environmental assessment) relevant to an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the *Environment Protection Act 1993*?	NO
d)	a copy of a pre-1 July 2009 site audit report?	**YES**
e)	details relating to the termination before completion of a pre-1 July 2009 site audit?	**YES**

Records identified in this EPA Statement to Form 1: **SC10520; SC18515; SC12659**

The above records have been identified with a YES response in this EPA Statement to Form 1 and can be obtained by contacting the Public Register on (08) 8204 9128 or email epa.publicregister@sa.gov.au

All care and diligence has been taken to access the above information from available records. Historical records provided to the EPA concerning matters arising prior to 1 May 1995 are limited and may not be accurate or complete.