

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:

Arron Donald Strawbridge and Sally Jane Strawbridge

Address:

39 Somerset Avenue Cumberland Park SA 5041

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 31/1-15 Tulloch Drive St Clair SA 5011 and being the whole of the land in Certificate of Title Volume 6107 Folio 254 and being the whole of Lot 31 Primary Community Plan 27629 in the Area named St Clair 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:

39 Somerset Avenue Cumberland Park SA 5041

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

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

sold@klemich.com.au

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

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

Suite 1, 245 Fullarton Road, Eastwood, SA 5063

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

Note–

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

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

Arron Donald Strawbridge

of

39 Somerset Avenue Cumberland Park SA 5041

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: 16/06/2025

Signed: *Arron Strawbridge*

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:

All Rates certificates relate to the 2024/2025 Financial year.

Date: 16/06/2025

Signed: *Racheal Roach*

~~*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
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[If an item is applicable, ensure that the box for the item is ticked and complete the item.]

[If an item is not applicable, ensure that the box for the item is empty or else strike out the item or write "NOT APPLICABLE " or "N/A" in column 1. Alternatively, the item and any inapplicable heading may be omitted, but not in the case of–

- (a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and
- (b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and
- (c) the heading "6. Repealed Act conditions" and item 6.1; and
- (d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2,

which must be retained as part of this statement whether applicable or not.]

*[If an item is applicable, all particulars requested in column 2 must be set out in the item unless the Note preceding this table otherwise permits. Particulars requested in **bold type** must be set out in column 3 and all other particulars must be set out in column 2.]*

[If there is more than 1 mortgage, charge or prescribed encumbrance of a kind referred to in column 1, the particulars requested in column 2 must be set out for each such mortgage, charge or prescribed encumbrance.]

[If requested particulars are set out in the item and then continued on an attachment due to insufficient space, identify the attachment in the place provided in column 2. If all of the requested particulars are contained in an attachment (instead of in the item) in accordance with the Note preceding this table, identify the attachment in the place provided in column 2 and (if required by the Note) identify the parts of the attachment that contain the particulars.]

Column 1	Column 2	Column 3
1. General		
1.1 Mortgage of land	<i>Is this item applicable?</i>	☒
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Will this be discharged or satisfied prior to or at settlement?</i>	YES
	<i>Are there attachments?</i>	YES
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	Annexure A	
	Number of mortgage (if registered):	
	12411461	
	Name of mortgagee:	
	Commonwealth Bank of Australia	
1.2 Easement (whether over the land or annexed to the land)	<i>Is this item applicable?</i>	☒
Note - "Easement" includes rights of way and party wall rights.	<i>Will this be discharged or satisfied prior to or at settlement?</i>	NO
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Are there attachments?</i>	YES
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	Annexure D – Page 12 of 13	
	Description of land subject to easement:	
	The whole of the land in Certificate of Title Volume 6107 Folio 254	
	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):	
1.3 Restrictive covenant	<i>Is this item applicable?</i>	☒
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Will this be discharged or satisfied prior to or at settlement?</i>	NO
	<i>Are there attachments?</i>	YES
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	Annexures A and L	
	Nature of restrictive covenant:	
	Encumbrance Number 11905059	
	Name of person in whose favour restrictive covenant operates:	
	St Clair JV Nominee Pty. Ltd.	
	Does the restrictive covenant affect the whole of the land being acquired?	
	YES	
	(If NO, give details):	
	Does the restrictive covenant affect land other than that being acquired?	
	YES	

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 - <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> 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 - <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Annexure C – Pages 2-15 of 23 Condition(s) of authorisation: Refer Development Numbers 252/1325/12, 252/1427/12 and 252/2205/10 - as part of the City of Charles Sturt Council search attached	☒ NO YES
5.6 section 57 - Land management agreement	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Annexures A and N Date of agreement: 01/11/2012 Names of parties: City of Charles Sturt ("the Council") South Australian Jockey Club Incorporated ("the Owner") Terms of agreement: Refer to the particulars supplied in Land Management Agreement 11844783 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 - <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Nature of condition(s):	☐ YES/NO YES/NO

Column 1	Column 2	Column 3
29. Planning, Development and Infrastructure Act 2016		
29.1 Part 5 - Planning and Design Code	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Annexure C – Pages 15, 16, 21 and 22 of 23</p> <p>Annexure D – Page 8 of 13</p> <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):</p> <p>Urban Renewal Neighbourhood (URN)</p> <p>Airport Building Heights (Regulated) (All structures over 110 metres)</p> <p>Affordable Housing</p> <p>Hazards (Flooding - General)</p> <p>Prescribed Wells Area</p> <p>Regulated and Significant Tree</p> <p>Stormwater Management</p> <p>Urban Tree Canopy</p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area?</p> <p>NO</p> <p>Is the land designated as a local heritage place?</p> <p>NO</p> <p>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?</p> <p>NO</p> <p>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?</p> <p>YES</p> <p>Note-</p> <p>For further information about the Planning and Design Code visit www.code.plan.sa.gov.au</p>	☒ NO YES
29.2 section 127 - Condition (that continues to apply) of a development authorisation	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p>	☐ YES/NO YES/NO

[Note -

Do not omit this item. The item and its heading must be included in the statement even if not applicable.]

[Note -

Do not omit this item. The item and its heading must be included in the statement even if not applicable.]

N/A

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. 27629 Inc.

Address of community corporation:

1-15 Tulloch Drive St Clair SA 5011

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 = \$182.30 per quarter and Sinking fund = \$1.25 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:

243/10000 (Strata Corporation noted as 243/9998)

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

4 Documents supplied by the community corporation that are enclosed:

(a) a copy of the minutes of the general meetings of the community corporation and management committee

~~*for the 2 years preceding this statement/since the deposit of the community plan;~~

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

YES

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

YES

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

YES

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

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

6 The following documents are enclosed:

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

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

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

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:

Horner Management Pty. Ltd.

Address:

232 South Road Mile End SA 5031

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:

(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:

(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*?

YES

- (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?

YES

- (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?

YES

- (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*)?
NO
- (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?
NO
- (e) details relating to the termination before completion of a pre-1 July 2009 site audit?
NO

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*)?

YES

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 27629

Annexure K - By-Laws of the Community Scheme 11890341

Annexure L - Memorandum of Encumbrance Number 11905059 – St Clair JV Nominee Pty. Ltd.

Annexure M - Scheme Description 11890340

Annexure N - Land Management Agreement 11844783

Annexure O - Environment Protection Authority - Response to PIR

Annexure P - The Office of the Technical Regulator - 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 6107 Folio 254

REAL PROPERTY ACT, 1886



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 6107 Folio 254

Parent Title(s) CT 6083/399
Creating Dealing(s) ACT 11890339
Title Issued 27/02/2013 **Edition** 3 **Edition Issued** 05/11/2015
Diagram Reference

Estate Type

FEE SIMPLE

Registered Proprietor

ARRON DONALD STRAWBRIDGE
OF 39 SOMERSET AVENUE CUMBERLAND PARK SA 5041
75 / 100 SHARE

SALLY JANE STRAWBRIDGE
OF 39 SOMERSET AVENUE CUMBERLAND PARK SA 5041
25 / 100 SHARE

Description of Land

LOT 31 PRIMARY COMMUNITY PLAN 27629
IN THE AREA NAMED ST CLAIR
HUNDRED OF YATALA

Easements

NIL

Schedule of Dealings

Dealing Number	Description
11844783	AGREEMENT UNDER DEVELOPMENT ACT, 1993 PURSUANT TO SECTION 57(2)
11905059	ENCUMBRANCE TO ST CLAIR JV NOMINEE PTY. LTD.
12411461	MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
08/02/2013	11890340	SCHEME DESCRIPTION	FILED
08/02/2013	11890341	BY-LAWS	FILED

Registrar-General's Notes NIL

Administrative Interests

NIL

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 6107 Folio 254



Local Government Search (Form 1)

Certificate Number:	CERT1801/25
Date:	06 June 2025



Billor Code: 10330
Ref No: 1710367

Eckermann Forms
PO Box 7340
HUTT STREET SA 5000

Property No: 171036
Assessment No: 2504799652

Owner: Mr A D Strawbridge & S J Strawbridge
Property: 31/1-15 Tulloch Drive ST CLAIR SA 5011

Lot/Section/Title Reference: Lot 31 CP 27629 Vol 6107 Fol 254

Ward: Woodville

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	\$33.65
Payments/Adjustments for Current Financial Year	(\$1,318.65)
Amount Due & Payable	\$0.00

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: 171036
Property Address: 31/1-15 Tulloch Drive ST CLAIR SA 5011

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

Prescribed Encumbrances	Other Particulars Required
<i>Development Act 1993 (Repealed)</i>	
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
<i>Development Act 1993 (Repealed)</i>	
Section 42 – Condition (that continues to apply) of a development authorisation	Yes

Application No. 252/1325/12
Description Community Title - 252/C126/12 - to create 40 allotments from 1
Decision: #APPROVED
Issue Date 29/10/2012

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.

Conditions required by the Development Assessment Commission:

1. The financial requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage services. (S A Water 03806/12)
2. A copy of a certified survey plan be lodged for Certificate purposes.

Application No. 252/1427/12

Description Three three storey residential flat buildings comprising a total of forty dwellings and associated internal driveways and carparking spaces.

Decision: #APPROVED

Issue Date 20/05/2013

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. Outdoor Lighting

Outdoor lights, as shown in the approved plans, shall be installed before occupation of the dwellings and shall be maintained by the occupiers of the apartments.

Reason: To ensure pedestrian safety.

3. Tree Protection Zone required

A Tree Protection Zone (TPZ) shall be provided for all regulated trees to be retained on site within proximity, in particular significant trees 57 & 60 as identified in the Arborman report dated 15 July 2009 submitted in Development Application 252/2084/09 (252/D203/09) (reference # ATS1520-CheRCPreDev). forming part of the application. No works of any kind shall occur within these zones, unless specified and agreed to by Council's Arborist. This protection zone shall be maintained for the duration of the site works.

Reason: To minimise the risk of damage occurring to significant trees on the site.

4. Tree Protection Zone fencing

The Tree Protection Zone shall be fenced before any works commence on site. The fence shall be constructed from 1.8 metre high steel mesh panels, which will be 2.5 metres in width. The panels shall be inserted in temporary concrete base blocks and the posts at the top shall be clamped.

Reason: To minimise the risk of damage occurring to significant trees on the site.

5. Signs around Tree Protection Zone

Clearly legible signs shall be incorporated on all sides of the Tree Protection Zone fence displaying the words "Tree Protection Zone No Unauthorised Entry".

Reason: To notify all contractors to the site that this area cannot be utilised.

6. No trenching in Tree Protection Zone

No trenching for the installation of underground services is permissible within the Tree Protection Zone at any time. Gas, electricity, water and telephone services shall be installed outside of the Tree Protection Zone. Any works of this nature required within the Tree Protection Zone must have the prior approval of Council and must be undertaken using non destructive techniques such as air-spading and hand trenching without severing roots.

Reason: To minimise the risk of damage occurring to significant trees on the site.

7. No Storage or Activity in Tree Protection Zone

No storage of materials or equipment and no work activity shall occur within the Tree Protection Zone.

Reason: To ensure soils do not become compacted and contaminated within the critical root zone.

8. Sealed Access & Carparks

All internal access including car parking spaces, driveways and associated manoeuvring areas shall be sealed in bitumen, concrete or brick pavers prior to occupation of the proposed development.

Reason: To ensure the safe and orderly movement of vehicles.

9. Line Marking of Carparks

That all parking areas be marked in a distinctive fashion, to delineate the parking spaces, prior to the occupation of the proposed development.

Reason: To ensure usable and safe car parking.

10. Storage of Bins

That bins be stored within the designated storage areas for each dwelling outside of the waste collection time.

Reason: To ensure the development proceeds in an orderly manner

1. Protection from Termite Attack

The proposed building work must be protected against termite attack.

A durable notice must be permanently fixed to the building in a prominent location, such as a meter box or the like, indicating:

- a. The method of protection; and
- b. the date of installation of the system; and
- c. where a chemical barrier is used, its life expectancy as listed on the National Registration Authority label; and
- d. the installer's or manufacturer's recommendations for the scope and frequency of future inspections for termite activity.

Reason: The building, including its materials and components, must be capable of sustaining an acceptable level of safety and serviceability.

2. Footings Along a Boundary

The footings proposed along the boundary must be founded at a depth of 600mm below natural ground level, of the adjacent site.

Reason: To ensure excavations do not undermine the adjoining owner's property without the necessary precautions having been taken as required by Section 60 of the Development Act and Regulation 75 of the Development Regulations.

3. Construction to Comply with Engineer's Specifications

The structure approved herein shall be constructed strictly in accordance with the engineer's and manufacturer's design and specifications.

Reason: To ensure construction is within the limitations of design.

4. Roof Sheeting - Manufacturer's Recommendations

The roof sheeting as specified in the drawings approved herein shall be supported and fixed strictly in accordance with manufacturer's recommendations.

Reason: To ensure construction is within the limitations of design and testing as set out by the manufacturer.

5. Bracing

The wall bracing as detailed in the drawings approved herein be fixed strictly in accordance with the engineer's recommendations to achieve the required bracing unit strength.

Reason: To ensure construction is within the limitations of design and testing as set out by the manufacturer and that racking forces within the building are adequately resisted.

6. Smoke Alarms

Smoke alarms complying with AS 3786 or be listed in the SSL Register of Accredited Products shall be connected to mains power (including a 9 volt battery backup) and shall be installed on the ceiling (or as close a practicable to the ceiling) in the following locations throughout the dwelling:

- a. Immediately outside each bedroom being within 2 metres of a bedroom door; and
- b. The area of the stairway(s) ensuring a minimum of one is located per storey.

Reason: To ensure life safety measures contained within the building rules are installed in the required locations.

7. Stairs and balustrading

- a. The applicant shall ensure that the stair construction and balustrading/ handrails be constructed to the manufacturers recommendations.
- b. The treads must have a non slip finish or an adequate non skid strip near the edge of the nosings.

Reason: To ensure that the stairs and balustrading/handrails are in accordance with the performance requirements within the National Construction Code.

8. Energy Efficiency Condition

The applicant shall ensure that the recommendations within the energy assessors' report are adhered too.

Reason: To comply with performance requirements within the National Construction Code.

9. Specific Building Condition

The solid screens (balustrades) of the balconies for the upper stories to the proposed townhouses shall have a minimum height of 1.0 m above the finished floor of the balconies.

Reason: To comply with the performance requirements within the National Construction Code.

Application No. 252/2205/10

Description Land Division (252/D220/10) to create 125 residential allotments, public roads, reserves (2.326 ha), an additional access point onto Torrens Road and an acoustic wall (eastern boundary) Development to be undertaken in three stages.

Decision: #APPROVED

Issue Date 06/10/2011

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.

The endorsed plans and details include:

- The Plan of Division prepared by Alexander Symonds (Drawing number A050380PROP2(B) Revision B) dated 04/08/2010
- The 'St Clair Cheltenham Precinct 2 land Division Application' Planning Report prepared by Hassell dated August 2010
- The Remediation Action Plan Prepared by AEC Environmental dated 9 November 2010
- The Acoustic report prepared by Vipac Engineers and Scientists dated 6 August 2010
- The Traffic Report prepared by AECOM dated 8 October 2010
- The 'St Clair Precinct 2 - Public Open Space' report and concept plans prepared by Hassell dated August 2010
- The Tree Report (reference number ATS 1827-CheRacEcla) prepared by Arborman tree Solutions dated 28 July 2010
- The Stormwater Drainage Master Plan prepared by AECOM dated 6 August 2010 - and the letter from St Clair dated 23 December 2010
- The Building Envelope Plans prepared by Alexander Symonds dated 27/07/10
- The Acoustic Wall Concept plan prepared by the Woodville JV and the associated Airborne Sound Transmission test report prepared by Australian Hearing National Acoustic Laboratories

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

2. Electricity supply be undergrounded

Electricity services must be installed in accordance with recognised engineering practice, and all electricity mains must be placed underground in accordance with the requirements and specifications of the relevant electricity authority.

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

3. Tree Protection Zone required

A Tree Protection Zone ("TPZ") shall be provided for each significant tree proposed to be retained on site within proximity to Stage 2, in particular significant trees 3, 5, 6, 8, 10, 11, 12, 14, 16, 17, 19, 20, 21, 22, 23 & 24 as identified in the Arborman report dated 28 July 2010 (reference # ATS1827-CheRacEcla) forming part of the application. No works of any kind shall occur within a TPZ unless specified and agreed to in writing by the Council's Arborist. Each TPZ shall be maintained for the duration of the site works.

Reason: To minimise the risk of damage occurring to significant trees on the site.

4. Tree Protection Zone fencing

Prior to the commencement of any works on site, a fence shall be erected around each TPZ in accordance with the relevant recommendations as to height, materials, method of construction and distance from the tree trunk as contained in the Arborman report.

Reason: To minimise the risk of damage occurring to significant trees on the site.

5. Signs around Tree Protection Zone

Clearly legible signage displaying the words "Tree Protection Zone - No Unauthorised Entry" shall be affixed on each fence surrounding a TPZ

Reason: To notify all contractors to the site that this area cannot be utilised.

6. No trenching in Tree Protection Zone

No installation of, or trenching for the installation of, underground services, including gas, electricity, water or telecommunications is permissible within a TPZ except as may be approved in writing by the Council. Where approval is granted for the installation of underground services within a TPZ, the approved works must be undertaken using non destructive techniques such as air-spading and hand trenching without severing roots.

Reason: To minimise the risk of damage occurring to significant trees on the site.

7. No Storage or Activity in Tree Protection Zone

No storage of materials or equipment shall occur within a TPZ, except as may be approved in writing by the Council.

Reason: To ensure soils do not become compacted and contaminated within the critical root zone.

8. Telecommunications Facilities

Telecommunications and broadband facilities must be installed underground in accordance with the requirements and specifications of the service provider.

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

9. Street Lighting

The developer must install public lighting within the road reserves in accordance with the requirements and specifications contained within Australian Standard AS/NZ 1158 and in accordance with the requirements and specifications of the service provider.

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

10. Shared Use Paths

All shared use paths within the Stage 2 development shall be a minimum of 2.5m wide and be sealed, designed and constructed in accordance with 'Austroads Guide to Road Design Part 6A: Pedestrian and Cyclist Path'. The path design shall include public lighting in accordance with AS 1158.3.1. The design shall include a formalised crossing place over road carriageways. Final design details shall be provided to the Council prior to Section 51 clearance being granted.

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

NOTE: The Paths shall be designed in accordance with the Open Space Management Plan dated September 2010.

11. Landscaping Plans

Landscape drawings and specifications relating to the reserve and road verge areas within the Stage 2 development shall be submitted to and approved by the Council prior to Section 51 clearance being granted. No works of any kind shall commence within the open space areas without the written consent of Council.

NOTE: The design of the open space areas, road verges and reserves shall be consistent with the Open Space Management Plan and shall be consistent with the wetland functional design details.

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

12. Establishment and Maintenance of Landscaping

Upon Practical Completion of the landscaping within the road verge and reserve areas in accordance with the approved plans and details, a 12 month defects liability period shall commence. Within that period, any damaged or diseased plants shall be replaced at the developer's expense.

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

Conditions required by the Development Assessment Commission:

1. That the financial requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage services. (SA Water 9017/10 water and sewerage)
2. That the necessary easements shall be granted to the SA Water Corporation free of cost.
3. That two copies of a certified survey plan shall be lodged for Certificate purposes.

Conditions Required by the Department of Transport Energy and Infrastructure

4. The upgrading of the Cheltenham Parade / Addison Road / Torrens Road intersection shall be designed and constructed to the satisfaction of DTEI.
5. The new un-signalised junction on Torrens Road, shall be designed and constructed to the satisfaction of DTEI. This intersection shall be constructed in a manner that will enable future upgrading of the junction to a signalised junction, should signalisation ever be required.
6. All costs associated with the required road works (including design, construction, project management and lighting) shall be borne by the developer. The applicant is required to contact this Department's Traffic Engineer, Metropolitan Region, Ms Marie Lu, Ph. (08) 8226 8324 to discuss concept plans and seek approval for works.
7. All road works shall be completed prior to the issue of Section 51 Land Division Certificates for Stage 3 of the subject land division.
8. No stormwater from this development shall be permitted to discharge on-surface to either Torrens Road or Cheltenham Parade. In addition, any existing drainage of Torrens Road and Cheltenham Parade shall be accommodated by the development and any alterations to road drainage infrastructure as a result of this development shall be at the expense of the developer.
9. All redundant crossovers shall be removed and reinstated with gutter and kerb to Council specifications.

Council Requirements**10. Engineering Construction Plans**

Final design construction plans, cost estimates and specifications depicting street-lights, telecommunications, electricity, water tables, kerbing, roadway, stormwater management (quality and quantity), concrete footpaths and kerb ramps shall be prepared by a professional engineer within the meaning of regulation 55(3) of the *Development Regulations* 2008 ("the Engineer") and endorsed by the Council prior to the commencement of any work. The plans shall be marked "issued for construction" and shall be submitted on B1 size drawing sheets in accordance with the City of Charles Sturt format standards.

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

11. Bonding

Prior to section 51 clearance being granted:

- () all approved site works (civil and open space construction) must be completed to the Council's reasonable satisfaction; or
- () the developer must have entered into a legally binding agreement with the Council on such terms and conditions as may be acceptable to the Council and provided security which, in the opinion of the Council, is adequate to cover costs associated with the completion of works.

NOTE: Upon acceptance by the Council of the Certificate of Practical Completion (as defined in Land Division Consent Condition 15), 95% of the security bond held by Council shall be released.

NOTE: Upon acceptance by the Council of the Certificate of Final Completion (as defined in Land Division Consent condition 16), the remaining 5% of the security bond held by Council shall be released.

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

12 Provision of Works Programme

Prior to the commencement of any construction work, a detailed construction works program outlining each stage of construction works and relevant hold points of the construction works (the "Construction Works Program") shall be provided to the Council. Thereafter, the construction works shall be undertaken in accordance with the Construction Works Program. Where the construction works reach a "hold point" as identified in the Construction Works Program, the works shall cease until the Council has undertaken an inspection and indicated in writing that construction work may proceed.

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

13 Project updates

Monthly project updates summarising the works completed to date against the submitted Construction Works Program shall be provided and shall include all relevant documentation and compaction test results endorsed by the project engineer/s.

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

14 Inspection of Underground Infrastructure

All new underground Council infrastructure and or points of connection to existing underground infrastructure shall be inspected and approved by Council prior to back filling.

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

15 **Project Completion Condition**

After completion of the site works, but prior to the Council's acceptance of the Certificate of Practical Completion, the following information shall be provided to the Council by the developer:

1. Evidence by way of CCTV report, demonstrating that a thorough cleaning of the entire stormwater drainage system including all junction boxes, and side entry pits has been undertaken;
2. A set of final 'as constructed' engineering plans and final survey levels, marked "as constructed" issued on B1 size drawing sheets in accordance with the City of Charles Sturt format standards.
3. Confirmation in writing that all accumulated material and debris has been removed from the site.
4. A Certificate of Practical Completion ("Certificate of Practical Completion") issued by the Engineer stating that works have been constructed in accordance with the endorsed plans and specifications and listing any defects and/or omissions identified by the Council's engineers during the site inspection immediately preceding issue of the Certificate of Practical Completion.

NOTE: Once all identified issues are listed on the Certificate of Practical Completion it will be accepted by Council.

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

16 **Defects Liability Period**

1. Upon acceptance by Council of the Certificate of Practical Completion, a Twelve (12) month Defects Liability Period will commence. During that period all defects and/or omissions; whether listed on the Certificate of Practical Completion or that may become evident during the Defects Liability Period, must be rectified by the developer.
2. At the end of the Defects Liability Period a works inspection with the Council's Engineers shall be held to confirm works have reached the stage of Final Completion and a Certificate of Final Completion shall be issued by the Engineer.

NOTE: Once the Council is satisfied all defects and/or omissions have been rectified the Certificate of Final Completion will be accepted. At Final Completion the contractor shall remove all accumulated material and debris from the site.

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

17 Damage to existing infrastructure

Any damage caused by the developer to the existing road infrastructure including damage to the roadway and footpath shall be made good by the developer prior to the issuing of the Certificate of Practical Completion.

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

18 Grading of allotments

Individual allotments must be graded towards the adjoining street(s) (or as otherwise agreed to by Council) to ensure that water runoff from each of the individual allotments does not flow onto adjoining allotments.

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

19 Retaining differences in ground levels

Should the grading of any individual allotment result in a difference in level between that site and an adjoining site then, where required to ensure the stability of ground levels, a concrete plinth or retaining wall must be constructed to retain the difference in ground levels. Such works shall be completed, or sufficient financial securities shall be provided, prior to Section 51 clearance being granted.

NB. Should any plinth or retaining wall referred to in this condition be higher than 1m it will require a separate development approval under the Development Act, 1993.

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

20 Compaction Certificates

Where filling is undertaken on the land (whether on proposed residential allotments, roads or open space areas), the developer must ensure that the filling is undertaken using appropriate materials and is compacted in accordance with AS 3798, 2007 Guidelines on Earthworks for Commercial and Residential Developments. Where required under this standard the developer must obtain and provide a copy to Council, a Certificate from a suitably qualified geotechnical engineer confirming that the filling has been undertaken in accordance with this standard. Such work shall be completed prior to section 51 clearance being granted.

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

21 Easements

All easements required for sewerage, water and electricity shall be shown on the final plans, prior to Section 51 clearance being granted.

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

22 Road Reserve Width

The road and footpath layout and road reserve widths must be in accordance with the plans, details and specifications contained within the Aecom Traffic Report dated 8 October 2010 (drawing number 60097283.05, revision I).

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

23 Stormwater Condition

In conjunction with the Stormwater Drainage Master Plan prepared by AECOM dated 6 August 2010, the following design elements shall be considered and provided to Council for endorsement prior to Section 51 clearance being granted:

A stormwater management plan (SMP) must be provided to the Council and approved prior to commencement of site works. The SMP must demonstrate that the following minimum design standards have been achieved;

Any net increase in peak stormwater discharge from the site (post-development to pre-development) for the design storm event (major) shall be managed and/or disposed of on-site via an engineered drainage system (detention, retention, and/or combination of both and/or other engineered means). Stormwater runoff discharge into Council's downstream drainage network from the site shall be restricted to pre-development Q5 flows.

This shall be achieved by restricting the flow through detention, retention or other means and/or combination of all such engineered systems. These systems shall be located in road reserve or public open spaces areas for ease of maintenance and utilising both retention and detention. However, if soil contamination issues do not permit this then underground sealed tanks and/or pipes could be used within the road reserve subject to the proposed method of Stormwater disposal being endorsed by Council.

Flow paths for major storm events shall be clearly defined and may be roadways and open space while giving due consideration to public safety and protection to properties.

The design event shall be the 1:100 ARI storm event.

The design shall incorporate a lilac pipe system integrated with the ASR system.

All stormwater infrastructure (other than SEP's) shall be located within the road pavement (1 - 1.5m from the face of kerb).

Pollution prevention device (GPT) that efficiently removes solid as well as liquid pollutants from stormwater runoff shall be incorporated into the proposed design prior to discharging any runoff into Council's existing drainage network.

Enquiries in relation to this condition should be directed to Council's Engineering Department on 8408 1371.

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

24 Stormwater Functional Design

The stormwater system shall be designed and a functional design provided to Council for endorsement, specifically for the inlet and the inlet pond within the reserve area. The design shall ensure no allotment shall be inundated in the 1 in 100 year ARI event.

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

25 Site Levels

The minimum lot level shall be 5.1m AHD for protection from the wetland and where protection from the inlet pond is required either the minimum lot level shall be 5.4m AHD or other protection measures shall be incorporated into the stormwater management plan design so that no lot is inundated from an inlet basin level of 5.4m AHD.

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

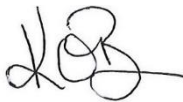
26. Purple Pipe System

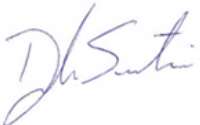
The applicant shall enter into a legally binding agreement for the connection of dwellings within the development site to the purple pipe system.

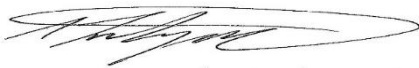
Reason: To ensure the development proceeds in an orderly manner.

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)?	Yes – Refer to the development application(s) listed in this document.
Repealed Act conditions	
Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (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.
<i>Development Act 1993 (Repealed)</i>	
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
<i>Planning, Development and Infrastructure Act 2016</i>	
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: 	
<i>Fire and Emergency Services Act 2005</i>	
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
<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)</i> Part 2 – Condition (that continues to apply) of an approval	No
<i>Public and Environmental Health (Waste Control) Regulations 2010 (revoked)</i> 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.

The EPA has advised that an Auditor has been appointed in relation to this land.

The EPA can be contacted on 08 8204 2004 for further information.

Data Extract for Section 7 search purposes

Valuation ID 2504799652

Data Extract Date: 10/06/2025

Important Information

This Data Extract contains information that has been input into the Development Application Processing (DAP) system by either the applicant or relevant authority for the development for which approval was sought under the Planning, Development and Infrastructure Act 2016. The Department for Housing and Urban Development does not make any guarantees as to the completeness, reliability or accuracy of the information contained within this Data Extract and councils should verify or confirm the accuracy of the information in the Data Extract in meeting their obligations under the Land and Business (Sale and Conveyancing) Act 1994.

Parcel ID: C27629 FL31

Certificate Title: CT6107/254

Property Address: UNIT 31 1 -15 TULLOCH DR ST CLAIR SA 5011

Zones

Urban Renewal Neighbourhood (URN)

Subzones

No

Zoning overlays

Overlays

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

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

Affordable Housing

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

Hazards (Flooding - General)

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

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

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)

- 11844783 Agreement with Council CITY OF CHARLES STURT

PROPERTY INTEREST REPORT

CT Volume 6107 Folio 254

Property Interest Report

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

Title Reference	CT 6107/254	Reference No. 2680366
Registered Proprietors	A D & S J*STRAWBRIDGE	Prepared 06/06/2025 10:42
Address of Property	Unit 31, 1-15 TULLOCH DRIVE, ST CLAIR, SA 5011	
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

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | 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

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title |
| 1.3 | Restrictive covenant

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | 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.)

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | 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

State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

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

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 <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed) <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	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
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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
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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.	<i>Fences Act 1975</i>	
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
10.	<i>Fire and Emergency Services Act 2005</i>	
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.	<i>Food Act 2001</i>	
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.	<i>Ground Water (Qualco-Sunlands) Control Act 2000</i>	
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.	<i>Heritage Places Act 1993</i>	
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.	<i>Highways Act 1926</i>	
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.	<i>Housing Improvement Act 1940 (repealed)</i>	
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.	<i>Housing Improvement Act 2016</i>	

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
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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. <i>Native Vegetation Act 1991</i>		
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. <i>Natural Resources Management Act 2004 (repealed)</i>		
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. <i>Outback Communities (Administration and Management) Act 2009</i>		
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
- The Planning and Design Code (the Code) is a statutory instrument under the *Planning, Development and Infrastructure Act 2016* for the purposes of development assessment and related matters within South Australia. The Code contains the planning rules and policies that guide what can be developed in South Australia. Planning authorities use these planning rules to assess development applications. To search and view details of proposed statewide code amendments or code amendments within a local government area, please search the code amendment register on the SA Planning Portal:
https://plan.sa.gov.au/have_your_say/code-amendments/code_amendment_register 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 | <i>South Australian Public Health (Wastewater) Regulations 2013</i> 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 will respond with details relevant to this item

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 <i>Livestock Act, 1997</i> | 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 (<i>Dog Fence Act 1946</i>) | This title falls outside the Dog Fence rateable area. Accordingly, the Dog Fence Board holds no current interest in relation to Dog Fence rates. |
| 9. Pastoral Board (<i>Pastoral Land Management and Conservation Act 1989</i>) | The Pastoral Board has no current interest in this title |
| 10. Heritage Branch DEW (<i>Heritage Places Act 1993</i>) | 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 6107 Folio 254



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: 2680366

ECKERMANN FORMS
POST OFFICE BOX 7340
HUTT STREET ADELAIDE SA 5000

DATE OF ISSUE

06/06/2025

ENQUIRIES:

Tel: (08) 8226 3750

Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER

12848375

OWNERSHIP NAME

A D & S J STRAWBRIDGE

PROPERTY DESCRIPTION

31 / 1-15 TULLOCH DR / ST.CLAIR SA 5011 / LT 31 C27629

ASSESSMENT NUMBER

2504799652

TITLE REF.

(A "+" indicates multiple titles)

CT 6107/254

CAPITAL VALUE

\$475,000.00

AREA / FACTOR

R4
1.000

LAND USE / FACTOR

RE
0.400

LEVY DETAILS:

FINANCIAL YEAR

2024-2025

FIXED CHARGE

+ VARIABLE CHARGE

- REMISSION

- CONCESSION

+ ARREARS / - PAYMENTS

= AMOUNT PAYABLE

\$ 50.00
\$ 178.95
\$ 110.20
\$ 0.00
\$ -118.75
\$ 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 Certificate will be issued free of charge. It is not the due date for payment.

EXPIRY DATE

04/09/2025



**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



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 OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billers Code: 456285 Ref: 7002761810</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au <small>® Registered to BPAY Pty Ltd ABN 69 079 137 518</small></p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to:</p> <p>Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
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OFFICIAL: Sensitive

LAND TAX CERTIFICATE

CT Volume 6107 Folio 254



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: 2680366

DATE OF ISSUE

06/06/2025

ECKERMANN FORMS
POST OFFICE BOX 7340
HUTT STREET ADELAIDE SA 5000

ENQUIRIES:

Tel: (08) 8226 3750

Email: landtax@sa.gov.au

OWNERSHIP NAME

A D & S J STRAWBRIDGE

FINANCIAL YEAR

2024-2025

PROPERTY DESCRIPTION

31 / 1-15 TULLOCH DR / ST.CLAIR SA 5011 / LT 31 C27629

ASSESSMENT NUMBER

2504799652

TITLE REF.

(A "+" indicates multiple titles)

CT 6107/254

TAXABLE SITE VALUE

\$205,000.00

AREA

0.0076 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			
= <u>AMOUNT PAYABLE</u>	\$	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 **04/09/2025**

See overleaf for further information



**Government of
South Australia**

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



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 OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 Billers Code: 456293 Ref: 7002761729 Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au <small>® Registered to BPAY Pty Ltd ABN 69 079 137 518</small>	 To pay via the internet go to: www.revenuesaonline.sa.gov.au	 Send your cheque or money order, made payable to the Commissioner of State Taxation , along with this Payment Remittance Advice to: Revenue SA Locked Bag 555 ADELAIDE SA 5001
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OFFICIAL: Sensitive

SA WATER CERTIFICATE

CT Volume 6107 Folio 254

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
25 04799 65 2	CT6107254	6/6/2025	7793	2680366

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: AD & SJ STRAWBRIDGE
Location: U31 1-15 TULLOCH DR ST.CLAIR LT 31 C27629
Description: 4H G ROOF DECK Capital \$ 475 000
Value:
Rating: Residential

Periodic charges

Raised in current years to 30/6/2025

			\$
	Arrears as at: 30/6/2024	:	0.00
Water main available: 1/7/2013	Water rates	:	314.40
Sewer main available: 1/7/2013	Sewer rates	:	347.80
	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	:	662.20CR
	Balance outstanding	:	0.00

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

Next quarterly charges: Water supply: Not declared Sewer: Not declared Bill: 23/7/2025

This account has no meter of its own but is supplied from account no 25 04799 11 8.

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.

South Australian Water Corporation

Name: AD & SJ STRAWBRIDGE Water & Sewer Account Amount: _____
Acct. No.: 25 04799 65 2

Address:
U31 1-15 TULLOCH DR ST. CLAIR LT 31
C27629

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	2504799652



Bill code: 8888
Ref: 2504799652

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: 2504799652



**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

TITLE VALUATION PACKAGE

CT Volume 6107 Folio 254

Certificate of Title

Title Reference CT 6107/254
Status CURRENT
Easement NO
Owner Number 12848375
Address for Notices 39 SOMERSET AVE CUMBERLAND PARK 5041
Area 76m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

ARRON DONALD STRAWBRIDGE
OF 39 SOMERSET AVENUE CUMBERLAND PARK SA 5041
75 / 100 SHARE

SALLY JANE STRAWBRIDGE
OF 39 SOMERSET AVENUE CUMBERLAND PARK SA 5041
25 / 100 SHARE

Description of Land

LOT 31 PRIMARY COMMUNITY PLAN 27629
IN THE AREA NAMED ST CLAIR
HUNDRED OF YATALA

Last Sale Details

Dealing Reference TRANSFER (T) 11905058
Dealing Date 19/01/2013
Sale Price \$105,000
Sale Type TRANSFER OF A PARTIAL INTEREST OR AN INTEREST IN MULTIPLE TITLES

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
AGREEMENT	11844783	CITY OF CHARLES STURT
ENCUMBRANCE	11905059	ST CLAIR JV NOMINEE PTY. LTD.
MORTGAGE	12411461	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
2504799652	CURRENT	Unit 31, 1-15 TULLOCH DRIVE, ST CLAIR, SA 5011

Notations

Dealings Affecting Title

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
08/02/2013 12:03	11890340	SCHEME DESCRIPTION	FILED
08/02/2013 12:03	11890341	BY-LAWS	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	2504799652
Type	Site & Capital Value
Date of Valuation	01/01/2024
Status	CURRENT
Operative From	01/07/2013
Property Location	Unit 31, 1-15 TULLOCH DRIVE, ST CLAIR, SA 5011
Local Government	CHARLES STURT
Owner Names	ARRON DONALD STRAWBRIDGE SALLY JANE STRAWBRIDGE
Owner Number	12848375
Address for Notices	39 SOMERSET AVE CUMBERLAND PARK 5041
Zone / Subzone	URN - Urban Renewal Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1330 - Townhouse - Defined As Home Unit With Both Ground And First Floor Areas
Description	4H G ROOF DECK
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C27629 LOT 31	CT 6107/254

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$205,000	\$475,000			
Previous	\$193,000	\$415,000			

Building Details

Valuation Number	2504799652
Building Style	High Quality Conventional
Year Built	2014
Building Condition	Very Good
Wall Construction	Rendered
Roof Construction	Galvanised Iron
Equivalent Main Area	138 sqm
Number of Main Rooms	4

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

COMMUNITY/STRATA SEARCH

CT Volume 6107 Folio 254

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

Date of Statement: **10 June 2025**

Community Lot in respect of which the Statement is issued: Lot **31** in **Community Plan No. 27629** at **1-15 Tulloch Drive, ST CLAIR SA 5011**

Unit entitlement: 243
Total entitlement: 9998
Water Payment Method: *** Water meters are read by Strata Water Solutions.
Strata Water Solutions must be contacted prior to settlement for final reading
(08) 8172 081

Unit owner: **Mr Aaron Strawbridge & Mrs Sally Strawbridge**

Person requesting certificate:

Name: Eckermann Property Forms,
Address: 180 Flinders Street, ADELAIDE SA 5000

The Community corporation certifies the following with respect to the Lot 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
\$729.20	01 Dec 2024 to 30 Nov 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
[PAID]\$182.30	01 Dec 2024 to 28 Feb 2025	01 Dec 2024
[PAID]\$182.30	01 Mar 2025 to 31 May 2025	01 Mar 2025
[PAID]\$182.30	01 Jun 2025 to 31 Aug 2025	01 Jun 2025
\$182.30	01 Sep 2025 to 30 Nov 2025	01 Sep 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 (section 139 (1) of the Act)

Total amount last determined with respect to the lot

Amount	Period
\$5.00	01 Dec 2024 to 30 Nov 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
[PAID]\$1.25	01 Dec 2024 to 28 Feb 2025	01 Dec 2024
[PAID]\$1.25	01 Mar 2025 to 31 May 2025	01 Mar 2025
[PAID]\$1.25	01 Jun 2025 to 31 Aug 2025	01 Jun 2025
\$1.25	01 Sep 2025 to 30 Nov 2025	01 Sep 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

REFER TO MINUTES ATTACHED

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

REFER TO MINUTES ATTACHED - Please contact our office prior to settlement to check for any outstanding balances.

6. Insurance policies

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

CHU Strata Insurance
Policy No. HU0000021644
Type: Building
Premium: \$49,471.46
Next due: 04/12/2025

Cover	Sum insured	Excess
Building	\$23,545,000.00	\$2,000.00
Public Liability	\$20,000,000.00	\$0.00
Fidelity Guarantee	\$100,000.00	\$0.00
Office Bearers Liability	\$500,000.00	\$0.00
Voluntary Cover	\$200,000.00	\$0.00

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

NOTE:

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. Information provided in this document is valid for 30 days only. After that time, updates will be required by written request.

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

The Community Titles Act requires that :-

1.1 A lot owner immediately notify the Body Corporate of change of ownership of a unit so that s135 "(1) A community corporation must maintain a register of the names of the owners of the community lots which shows the last address known to the corporation of each owner. (2) A corporation must keep a record of the information used to compile the register for the period required by the regulations." can be complied with.

1.2 S114(7) "Payment of a contribution, instalment or interest in enforceable jointly and severally against the owner or owners of the lot and the subsequent owner or owners of the lot.

(8) A contribution, instalment or interest may be recovered as a debt."

(12) An amount paid by a person under this section is not recoverable by the person from the corporation when he or she ceases to be the owner of the lot.

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

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

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 27629 Inc by

.....(signature)
Jason Voigt

Horner Management
232 South Road
MILE END SA 5031

HORNER MANAGEMENT
ABN 72 785 473 932

232 SOUTH ROAD
MILE END SA 5031
Phone: (08) 8234 5777

Email: office@hornermanagement.com.au

[Vendor Ref: Mr Aaron Strawbridge & Mrs Sally Strawbridge]

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

UNIT OWNER UPDATE

(to be filled in only for new owners)

Community Corporation 27629 Inc
31/1-15 Tulloch Drive, ST CLAIR SA 5011

SETTLEMENT DATE: ____/____/____

(Name : As shown on Title) **(Mr/ Mrs/ Miss/ Ms)** _____

Place of Birth: _____ Date of Birth: _____

(Name : As shown on Title) **(Mr/ Mrs/ Miss/ Ms)** _____

Place of Birth: _____ Date of Birth: _____

(Company Titles Only)

Unit Owner/s residential address: _____

Unit Owner/s preferred postal address: _____

Contact Details: Phone: _____ Work: _____

Mobile: _____ Email: _____

Will this unit be tenanted? YES / NO

**(please circle) * If "Yes" – Please complete the details below.*

Property Manager / Agent: _____

(If Applicable)

Address: _____

Contact Person: _____

Contact Number: _____ Fax: _____

Accounts to be sent to: **Owner / Agent** **(please circle)*

Tenant/s Names: (Mr/ Mrs/ Miss/ Ms) _____

Tenants/s Numbers: Mobile: _____ Home: _____

Conveyancer acting on behalf of vendor: _____

Conveyancer acting on behalf of purchaser: _____

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

Community Corporation 27629

1-15 Tulloch Drive, ST CLAIR

Minutes of the Annual General Meeting at West Lakes Hotel

On 10th September 2024 at 6:00PM

PROCEEDINGS

Lots Represented:	Mr D To	Lot 6
	Mr P Collins & Mrs S Collins	Lot 9
	Mr A Strawbridge	Lot 31
	Ms K Nanky	Lot 34
	Ms T & Miss A Semola	Lot 36

Proxy:	Mr L Rankin & Ms C Teague proxy to Horner Management	Lot 2
	Mrs L Kovacic proxy to Horner Management	Lot 5
	Mr S Denny proxy to Horner Management	Lot 13
	Ms D Edwards proxy to Horner Management	Lot 15
	Kho GK proxy to Horner Management	Lot 16
	J Tian proxy to Horner Management	Lot 19
	B Koh proxy to Horner Management	Lot 22
	H Hsu proxy to Horner Management	Lot 23
	H Jeon proxy to Horner Management	Lot 24
	Ms N Richardson proxy to Horner Management	Lot 30
	Ms J Chapman proxy to Horner Management	Lot 32
	Mrs J & Mr S Ratsch proxy to Horner Management	Lot 33
	Ms S Somerville proxy to Horner Management	Lot 37
	Ms K Koning proxy to Horner Management	Lot 38
	Mrs M Green proxy to Horner Management	Lot 40

Guest: Jason Voigt representing Horner Management Pty Ltd

Quorum: Those present were advised that a quorum was not achieved.

DISCLOSURE OF PECUNIARY INTEREST

Owners or their designated representatives are reminded to inform the meeting of any direct or indirect financial interests they may have in any matter under consideration. Horner Management directs all members to the Management Agreement for the disclosure of their interests.

APPOINTMENT OF CHAIR PERSON

It was proposed that the representative of Horner Management chair the meeting.

The Representative of Horner Management may only chair the meeting if a majority of Members present and represented vote in favour of this. Horner Management have no right to vote except where exercising a specific proxy for a Member.

Motion CARRIED.

CONFIRMATION OF MINUTES

To resolve that the minutes of the previous Annual General Meeting be accepted as a correct record.

Members will find attached to the final page of the minutes additional information that is important for unit owners to be aware of and has been discussed at previous meetings. This information is for the benefit of all unit owners.

Business Arising:

Insurance: Building Cover of \$23,545,000.00 and Legal Liability of \$20,000,000.00 was retained.

Contributions: Contributions to the Administration Fund were increased to \$70,000.00 per annum and contributions to the Sinking Fund were reduced to \$200.00 per annum.

Motion CARRIED.

ACCEPTANCE OF FINANCIAL STATEMENT

The Corporation's financial statement of accounts for the period 1/8/23 to 31/7/24, showing a closing balance of \$55,533.16 (\$54,144.11 Administration Fund & \$1,389.05 Sinking Fund) be accepted as a true and correct record.

Motion CARRIED.

RESOLUTION TO APPOINT COMMUNITY MANAGER

Resolution to appoint Horner Management Pty Ltd, and/or their nominee, to assist the Corporation by undertaking all those functions, powers & duties as contained in the Community Titles Act 1996 at an annual primary remuneration of \$9,259.00 inclusive of 10% GST. The full details of the services and costs for Management are outlined in the Management Agreement. This information is viewable at the offices of Horner Management, before or at the AGM and has also been uploaded to the unit owners portal. The appointment of Horner Management includes the appointment of Carrie McInerney to act as the Public Officer for taxation purposes.

Motion CARRIED.

APPOINTMENT OF OFFICE BEARERS & MANAGEMENT COMMITTEE

It was resolved that in accordance with Section 90 of the Community Titles Act, a Management Committee would be appointed to assist the Corporation to carry out the business of the Strata Corporation. A Management Committee do not have the power to do anything for which a special or unanimous resolution of the Community Corporation. (Section 92(4))

The following appointments were made in accordance with Section 76 of the Community Titles Act.

Presiding Officer:	Mr A Strawbridge	UNIT 31	
Secretary:	Mr A Strawbridge	UNIT 31	
Treasurer:	Mr A Strawbridge	UNIT 31	All agreed.

ELECTION OF COMMITTEE:

It was agreed that the Management Committee would also consist of:

Ms T Semola UNIT 36

The Management agreement continues to have approval for maintenance items at the property to the value of \$10,000.00.

RISK & INSURANCE REVIEW - COMMUNITY

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
HU0000021644	CHU Strata Insurance	04 Dec 2024	Building	\$23,545,000.00
			Public Liability	\$20,000,000.00
			Fidelity Guarantee	\$100,000.00
			Office Bearers Liability	\$500,000.00
			Voluntary Cover	\$200,000.00
TOTAL PREMIUM: \$46,214.79 STANDARD EXCESS: \$2,000.00 WATER DAMAGE EXCESS: \$5,000.00 COMMISSION: Netted at \$5,000.00 as per 2023 AGM				

Insurance Valuation: Last undertaken 23 Sep 2022 and the report set a recommended cover of \$23,545,000.00. It was agreed to discuss a valuation at next year's meeting.

Motion CARRIED.

Insurance Decision: It was agreed to retain Building Cover of \$23,545,000.00 and Legal Liability of \$20,000,000.00.

Important Insurance Information

The Community Titles Act imposes a duty on the Corporation to ensure all building and building improvements for their full replacement value, including all costs incidental to and associated with the replacement. The Corporation is further required to keep itself insured against liability for negligence; at this date \$10,000,000 and against any other liabilities [e.g., flood] determined by a special resolution of the Corporation.

The Corporation Legal Liability applies primarily to Common Property, and that Landlords should be separately insured for cover in relation to their lots and yard subsidiaries.

Insurance Disclaimer:

In the event of a claim not being fully met due to the building being underinsured as a result of the Body Corporate's decision to insure for a lesser amount than is required by legislation, i.e., full replacement value, Horner Management and or members of its staff will not be held professionally negligent.

Horner Management has previously clarified the services they provide in relation to Insurance. We obtain quotes for Insurance, place and renew insurance according to your instructions and notify the Insurer of claims. We are an authorised representative of CHU Underwriting Agencies and an agent for QBE Insurance.

We are also authorised distributors of Strata Community Insurance. We provide general advice about insurance (not personal advice).

A copy of the Product Disclosure Statement and Financial Services Guide are available on the portal for review.

Commissions: Horner Management receives a commission of 20% for placing the Corporation's insurance. Horner Management Pty. Limited are authorised to place Insurance on behalf of the Corporation.

MAINTENANCE OF BUILDINGS & COMMON PROPERTY

Driveway Plumbing: Horncastle Plumbing submitted a quote to repair a section of common stormwater at a cost of for \$8,890.00.

The Manager suggested that given the large cost, a second quotation be obtained to be presented to Owners to vote on. Those present seconded this and the Manager will arrange as necessary.

Irrigation Pits: Mr Collins raised that the Committee had previously rejected calls to repair the irrigation pit behind his Unit that sits in the common driveway. Owners agreed that the Corporation should be responsible for maintaining these and not the individual Owner as they sit in the common area. It was agreed the Manager get whoever is doing the driveway plumbing, to also include the dropped irrigation pit behind Unit 9.

PROPOSED BUDGET

The proposed Budget as circulated be accepted, with contributions to the Administration Fund being \$30,000.00 and Sinking Fund is: \$200.00.

Due to the on-going increases in the Corporation's insurance policy from roof leaks, the Manager can no longer accurately forecast the appropriate levies to cover the insurance premium each year. The insurance premium budgeted line has therefore been removed from the proposed budget. When the insurance policy is due for renewal, special levies will be raised to cover the full cost. This will allow for cheaper quarterly levies and Owners will know to expect an individual levy for the insurance each year.

Period From	Period To	Due	Admin Fund	Sinking Fund
01 Dec 2024	28 Feb 2025	01 Dec 2024	\$7,500.00	\$50.00
01 Mar 2025	31 May 2025	01 Mar 2025	\$7,500.00	\$50.00
01 Jun 2025	31 Aug 2025	01 Jun 2025	\$7,500.00	\$50.00
01 Sep 2025	30 Nov 2025	01 Sep 2025	\$7,500.00	\$50.00
Annual Total			\$30,000.00	\$200.00

Motion CARRIED.

Special Levy: Members may still be asked to pay special levies during the year to cover shortfall of funds for unbudgeted items or when owners do not accept the budget presented by Horner Management. While your Corporation may raise enough funds to cover the yearly financials, a levy may be required to assist in situations where the Corporation has the majority of its expenses fall in the same period of each year.

ADOPTION OF POLICIES

Resolve to adopt the following policy and procedure for overdue levies;

- Proceeding with Debt Collection – That the Body Corporate Manager is authorised to proceed on behalf of the Corporation with any necessary action, including legal action to recover all outstanding monies

- Costs – All related and associated costs for recovering the outstanding monies will be the responsibility of the relevant unit and as such will be recovered from that unit owner.

Motion CARRIED.

It was resolved that the previous arrears policy is to continue without change.

- Interest on overdue levies – The Corporation will charge owners interest on all levies outstanding in excess of 14 days. The current rate is set at 15% per annum calculated daily
- Accounting Fees – In accordance with the Management Agreement, owners are charged a fee for each reminder / final notice
- Proceeding with Debt Collection – That the Body Corporate Manager is authorised to proceed on behalf of the Corporation with any necessary action, including legal action to recover all outstanding monies
- Costs – All related and associated costs for recovering the outstanding monies will be the responsibility of the relevant unit and as such will be recovered from that unit owner.

OTHER BUSINESS

Balcony Waterproofing/ Enclosing: Ms Nanky of Unit 34 advised that she has been experiencing ongoing leaks to her balcony for over 5 years and she has carried out all the possible solutions short of enclosing the balcony or completely redoing it. Ms Nanky is seeking feedback from Owners on possibly enclosing her balcony. The Manager noted that under the Corporation's by laws in section 2.3.2.8.1 it states that the character of a lot cannot be changed without prior approval from the Corporation via a special resolution request. Owners present discussed the matter and agreed that if an Owner wishes to enclose their balcony, they must present the necessary plans and documents to the Manager for a vote to be sent to Owners for approval.

CLOSURE OF MEETING

The Manager thanked those in attendance and for proxies received. The meeting was then closed at 6:30pm. The next meeting is scheduled to be held on Tuesday the 8th of September 2025 at 6:00pm at the West Lakes Hotel.

ADDITIONAL INFORMATION

CORRESPONDENCE:

Correspondence for the year is available on the online portal on our website. As per the Act, each member of the Corporation has the right to inspect all records held by the Manager on behalf of the Corporation. If you would like to inspect the records via the portal, you please visit our website, alternatively if you would like to inspect the records in person, please contact our office to arrange a time during office hours.

INTEREST, TAX AND AUDITS:

Legislation requires monies held in Trust Accounts. If the Corporation earns interest and as a result, an annual tax return is required. Interest is credited monthly on the balance held in funds by the Corporation, when placed in an investment account. Legislation also requires an Annual audit of the Trust Account by an accredited auditor. The audit for 2023 will be undertaken by D W Johns & Co. Limited, Chartered Accountants, a copy of the report is provided to all of our Corporation Secretaries on the Online Portal. If you would like a copy sent to you, please contact our office.

DUTIES OF THE APPOINTED BODY CORPORATE MANAGERS:

General: To provide so far as is reasonably necessary general advice and assistance to the Corporation and its officers and to assist them in the performance of their responsibilities under the Act.

Meetings: Arrange the General and Committee meetings, prepare and distribute notices, including notices of meetings. Attend General and Committee meetings if needed and assist the Presiding Officer in the conduct of meetings. Assist the Secretary in the preparation of minutes of meetings and distribute such minutes.

Maintenance: Advise upon and arrange for the maintenance, repair and replacement of the common property in accordance with the Corporation's instructions. Organise emergency maintenance works.

Insurance: Place & renew insurances in accordance with the Corporations instructions & have claims promptly processed.

Accounting: Collect, bank and account for maintenance contributions, levies, interest accruing or other amounts due to the Corporation. Send notices levying maintenance or other contributions and pay accounts and outgoings. Prepare annual statements of accounts of the Corporation and arrange an annual audit of the books as required.

Secretarial: Promptly deal with the Corporation correspondence and requests for Searches (section 41s). Ensure that all appropriate and proper records of the Corporation are maintained and keep secure and confidential all books, records, Certificates of Title, Strata Plans, Schedules and the like.

Public Officer: Act as the Corporation's Public Officer for the purpose of Tax Returns & other matters as required by statute. The Management agreement is available on the owner line portal, and this document details the duties Horner Management carry out for you.

OFFICE BEARERS:

At all times a Strata Corporation must have a presiding officer, a secretary and a treasurer who are appointed at the general meeting. These officers must be unit owners but one person may hold two or more of these positions. A Strata Manager can assist in running the affairs of the corporation.

Presiding Officer (the Corporation has appointed Horner Management to carry out the below duties)

- Primary contact between the Manager and the committee;
- Attend meetings as required; and
- Chair all general meetings and committee meetings which they attend or, delegate this responsibility to the Corporation Manager.

Secretary

- The secretary of a Strata corporation has the following functions:
- Prepare and distribute minutes of meetings of the corporation (currently delegated to Horner Management)
- Submit a motion for confirmation of the minutes of any meeting of the corporation at the next meeting of the corporation (currently delegated to Horner Management)
- Give the notices required to be given under the Act by the members of the corporation and the management committee (currently delegated to Horner Management)
- Answer communications addressed to the corporation (currently delegated to Horner Management)
- Convene meetings of the Management Committee
- Deal with administrative and secretarial matters for the corporation and the Management Committee (currently delegated to Horner Management)

Treasurer

- Notify unit owners of any contributions to be raised from them in accordance with the Act (currently delegated to Horner Management)
- Receive, acknowledge, bank and account for any money paid to the corporation (currently delegated to Horner Management)
- Keep accounting records and prepare financial statements (currently delegated to Horner Management)

Please Note: Officers of the Corporation do not have the powers to: -

- Authorise any dealing with or any variation of the common property or to grant exclusive rights in respect of the enjoyment and use of any part thereof;
- Authorise any decision that requires special resolution or unanimous resolution;
- Authorise any capital improvements to the common property;
- Authorise installations or additions to lots or common property. The functions of the Officers of the Corporation were by and large confined to authorising and overseeing the routine maintenance responsibilities of the Corporation and ensuring that the provisions of the By-Laws were adhered to by both the Corporation and lot proprietors and occupiers.

INSURANCE:

Contents Insurance: Lot owners will need to arrange individually for adequate Insurance for the contents of their units inclusive of carpets, drapes, light fittings, etc., whether or not the unit is occupied by the unit holder or a tenant, as such items are not included in the Corporation's policy. The Strata Manager drew to the attention of the members the advantage of holding contents insurance with the same Company that holds the Corporations Policy.

Owners Liability Insurance: The Corporation's insurance policy only covers liability for common areas, owners will need to ensure that their policy covers liability for inside their unit, as well as their yard subsidiaries.

Landlords Insurance: In the past Horner Management have emphasised the importance of Landlords Insurance Protection covering carpets, curtains and light fittings as there have been some claims of late, in other Strata Complexes, which have been borne personally by owners as they did not have this particular type of cover.

BUDGET NOTES:

If the estimated requirement is not used during the year, the balance, as at the end of the financial year, can be held for future maintenance. If there should be substantial repairs or maintenance to be carried out, or there be insufficient Corporation Funds, the Strata Manager, in accordance with sections 27 (1) and (2) of the Strata Title Act, 1988, will raise a special levy to cover the corporation's outstanding accounts, or required maintenance.

WATER CHARGES:

As of 1 July 2024, water rates have increased to \$2.251 (previously \$2.126) per kL for the first .383.6kl per unit per day, \$3.214 (previously \$3.035) per kL for all use over 0.383.6kL per unit per day.

COMMERCIAL WATER PRICES

Commercial: Water Use Usage charge \$3.214 per KL (previously \$3.035) regardless how many KLs are used.

ARTICLES & RULES:

Each unit holder is individually responsible for attaching a copy of the Corporation's Articles and any Corporation rules to a letting or lease agreement for their unit.

All owners are requested to advise the management of any change in the occupancy of their units. Please advise their agents.

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If owners want to seek approval from the Corporation between Annual General Meetings, there are two options available:

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CORRESPONDENCE AND INVOICE DELIVERY:

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Strata Plan No. 27629

1-15 Tulloch Drive, ST CLAIR

Minutes of the Annual General Meeting at
Level 1, Cameron Room, 141 Brebner Drive, WEST LAKES, SA, 5021
On 12 September 2023 at 6:00PM

PROCEEDINGS

Lots Represented: Mr S Denny Lot 13
Ms T & Miss A Semola Lot 36

Proxy: Ms C Teague proxy to Horner Management Lot 2
Ms L Kovacic proxy to Horner Management Lot 5
Mr B Menz proxy to Horner Management Lot 7
Mr P Collins proxy to Horner Management Lot 9
Ms D Edwards proxy to Horner Management Lot 15
Ms T Griffin (non-financial) proxy to Horner Management Lot 18
Mr S Fishlock proxy to Horner Management Lot 19
Ms B Koh proxy to Horner Management Lot 22
Ms N Richardson proxy to Horner Management Lot 30
Mr A Strawbridge proxy to Horner Management Lot 31
Ms J Chapman proxy to Horner Management Lot 32
Mrs J & Mr S Ratsch proxy to Horner Management Lot 33
Ms K Nanky proxy to Horner Management Lot 34
Ms S Somerville proxy to Horner Management Lot 37
Mr K Koning proxy to Horner Management Lot 38
Ms M Green proxy to Horner Management Lot 40

Guest: Jason Voigt representing Horner Management Pty Ltd

Quorum: Those present were advised that a quorum was achieved by those present and represented as 6 Unit Owners were in arrears.

Appointment of Chair Person

It was proposed that the representative of Horner Management chair the meeting.

The Representative of Horner Management may only chair the meeting if a majority of Members present and represented vote in favour of this. Horner Management have no right to vote except where exercising a specific proxy for a Member.

Motion CARRIED.

VOTES Yes: 17 No: 0 Abs: 0 Inv: 1
1 invalid vote(s) - Non-financial

Confirmation of Minutes

To resolve that the minutes of the previous Annual General Meeting be accepted as a correct record.

Members will find attached to the final page of the minutes additional information that is important for unit owners to be aware of and has been discussed at previous meetings. This information is for the benefit of all unit owners.

Business Arising: Building Cover of \$17,000,000.00 and Legal Liability of \$20,000,000.00 was retained until receipt of valuation. Valuation placed cover at \$23,545,000.00 and cover was adjusted accordingly.

Contributions: Administration Fund was increased to bring in \$47,000.00 per annum and \$6,200.00 per annum to the Sinking Fund was retained.

Motion CARRIED.

VOTES

Yes: 16

No: 0

Abs: 1

Inv: 1

1 invalid vote(s) - Non-financial

Acceptance of Financial Statement

The Corporation's financial statement of accounts for the period 1/8/22 to 31/7/23, showing a closing balance of \$15,892.24 (\$12,029.24 Administration Fund & \$3,863.00 Sinking Fund) be accepted as a true and correct record.

Motion CARRIED.

VOTES

Yes: 16

No: 0

Abs: 1

Inv: 1

1 invalid vote(s) - Non-financial

Resolution to appoint Community Manager

Resolution to appoint Horner Management Pty Ltd, and/or their nominee, to assist the Corporation by undertaking all those functions, powers & duties as contained in the Community Titles Act 1996 at an annual primary remuneration of \$8,818.00 inclusive of 10% GST. The full details of the services and costs for Management are outlined in the Management Agreement. This information is viewable at the offices of Horner Management, before or at the AGM and has also been uploaded to the unit owner's portal.

The appointment of Horner Management includes the appointment of Carrie McInerney to act as the Public Officer for taxation purposes.

Motion CARRIED.

VOTES

Yes: 17

No: 0

Abs: 0

Inv: 1

1 invalid vote(s) - Non-financial

Appointment of Office Bearers & Management Committee

It was resolved that in accordance with Section 90 of the Community Titles Act, a Management Committee would be appointed to assist the Corporation to carry out the business of the Strata Corporation. A Management Committee do not have the power to do anything for which a special or unanimous resolution of the Community Corporation. (Section 92(4))

The following appointments were made in accordance with Section 76 of the Community Titles Act.

Presiding Officer:	Mr A Strawbridge	UNIT 31	
Secretary:	Mr A Strawbridge	UNIT 31	
Treasurer:	Mr A Strawbridge	UNIT 31	All agreed.

ELECTION OF COMMITTEE:

It was agreed that the Management Committee would also consist of:

Mr S Fishlock UNIT 19

Ms T Semola UNIT 36

The Management agreement continues to have approval for maintenance items at the property to the value of \$10,000.00.

Risk & Insurance Review - Community

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
HU0000021644	CHU Strata Insurance	04 Dec 2023	Building	\$23,545,000.00
			Public Liability	\$20,000,000.00
			Fidelity Guarantee	\$100,000.00
			Office Bearers Liability	\$500,000.00
			Voluntary Cover	\$200,000.00
TOTAL PREMIUM: \$32,720.73 Standard Excess: \$500.00 Water Damage Excess: \$2,500.00				

Insurance Valuation: Last undertaken 23 Sep 2022 and the report set a recommended cover of \$23,545,000.

Motion CARRIED.

VOTES

Yes: 16

No: 0

Abs: 1

Inv: 1

Insurance Decision: It was agreed that Building Cover of \$23,545,000.00 and Legal Liability of \$20,000,000.00 be retained.

The Manager highlighted to those present that currently the Corporation's insurance policy continues to rise significantly as a result of the large amount of water damage claims. The Manager suggested that to assist in saving the Corporation funds on the insurance policy, Horner Management will net the commission on the policy at \$5,000.00. This means that the insurance company will not pay Horner Management a commission for placing the policy which will ultimately reduce the premium. However, the Corporation will pay Horner Management directly for the \$5,000.00 commission. This also means that Horner Management will not receive an increase in commission for the Corporation's insurance policy due to the increase in premium, allowing it to be capped and not benefit from the Corporation's unfortunate circumstances. Owners present were happy to accept Horner Management receiving a netted (capped) commission of \$5,000.00 per annum until further notice or until the policy changes and begins to reduce. Carried.

Important Insurance Information

The Community Titles Act imposes a duty on the Corporation to ensure all building and building improvements for their full replacement value, including all costs incidental to and associated with the replacement. The Corporation is further required to keep itself insured against liability for negligence; at this date \$10,000,000 and against any other liabilities [e.g., flood] determined by a special resolution of the Corporation.

The Corporation Legal Liability applies primarily to Common Property, and that Landlords should be separately insured for cover in relation to their lots and yard subsidiaries.

Insurance Disclaimer:

In the event of a claim not being fully met due to the building being underinsured as a result of the Body Corporate's decision to insure for a lesser amount than is required by legislation, i.e., full replacement value, Horner Management and or members of its staff will not be held professionally negligent.

Horner Management has previously clarified the services they provide in relation to Insurance. We obtain quotes for Insurance, place and renew insurance according to your instructions and notify the Insurer of claims. We are an authorised representative of CHU Underwriting Agencies and an agent for QBE Insurance.

We are also authorised distributors of Strata Unit Underwriters, Strata Community Insurance and Expert Strata Insurance. We provide general advice about insurance (not personal advice).

A copy of the Product Disclosure Statement and Financial Services Guide are available on the portal for review.

Commissions: Horner Management receives a commission of 20% for placing the Corporation's insurance. Horner Management Pty. Limited are authorised to place Insurance on behalf of the Corporation.

1 invalid vote(s) - Non-financial

Maintenance of Buildings & Common Property

No maintenance was discussed.

Proposed Budget

That the proposed budget be accepted. The amount for Administration Fund is: \$70,000.00 and Sinking Fund is: \$200.00.

The Manager advised the Corporation continues to have significant claims and hence there is the expectation the insurance premium will increase by well over the 20% industry standard. This means the proposed budget is significantly higher. The Manager also notes that the 2023/2024 insurance premium will require a full special levy to cover the cost as the 2023/2024 budget takes into account levies paying for the insurance premium in 2024/2025. The Manager further advises that with the on-going trend for the Corporation, it is highly likely that the 2024/2025 premium will also require levies.

The Manager has recommended reducing the Sinking Fund from \$6,200.00 per annum down to \$200.00 per annum to offset the increase in the Administration Fund resulting in only a \$17,000.00 increase to the Corporation's funds overall.

Period From	Period To	Due	Admin Fund	Sinking Fund
01 Dec 2023	29 Feb 2024	01 Dec 2023	\$17,500.00	\$50.00
01 Mar 2024	31 May 2024	01 Mar 2024	\$17,500.00	\$50.00
01 Jun 2024	31 Aug 2024	01 Jun 2024	\$17,500.00	\$50.00
01 Sep 2024	30 Nov 2024	01 Sep 2024	\$17,500.00	\$50.00
Annual Total			\$70,000.00	\$200.00

Motion CARRIED.

VOTES

Yes: 14

No: 1

Abs: 2

Inv: 1

Budget Discussion: The Manager explained that the reason for increase in contributions is due to the increase in the insurance policy for the year. The Manager noted the Corporation has two options; either accept the increase in contributions to hopefully cover the premium, pay the shortfall for the 2023/2024 premium and still potentially pay a shortfall (possibly smaller if the increase in contributions is accepted) for the 2024/2025 premium; or remove the insurance line from the budget each year and pay a once off levy every year to cover the insurance premium cost. The increase in the premium each year continues to be unknown due to the large claims so an accurate budgeted line cannot be obtained, with only an estimated increase being inputted to the budget. Owners present noted they would be more in favour of an increase in contributions to try and cover the premium over a 12-month period rather than large sum right before Christmas each year. Further noting they would prefer to pay a smaller levy if needed when its required. After discussion it was agreed to accept the increase to the Administration Fund to bring in \$70,000.00 per annum, reduce contributions to the Sinking Fund to \$200.00 per annum as recommended by the Manager and to also raise levies as needed for the insurance premium each year. Carried.

Special Levy: Members may still be asked to pay special levies during the year to cover shortfall of funds for unbudgeted items or when owners do not accept the budget presented by Horner Management. While your Corporation may raise enough funds to cover the yearly financials, a levy may be required to assist in situations where the Corporation has the majority of its expenses fall in the same period of each year.

1 invalid vote(s) - Non-financial

Adoption of Policies

Resolve to adopt the following policy and procedure for overdue levies;

- Proceeding with Debt Collection – That the Body Corporate Manager is authorised to proceed on behalf of the Corporation with any necessary action, including legal action to recover all outstanding monies
- Costs – All related and associated costs for recovering the outstanding monies will be the responsibility of the relevant unit and as such will be recovered from that unit owner.

Motion CARRIED.

VOTES

Yes: 18

No: 0

Abs: 0

Inv: 0

It was resolved that the previous arrears policy is to continue without change.

- Interest on overdue levies – The Corporation will charge owners interest on all levies outstanding in excess of 14 days. The current rate is set at 15% per annum calculated daily
- Accounting Fees – In accordance with the Management Agreement, owners are charged a fee for each reminder / final notice
- Proceeding with Debt Collection – That the Body Corporate Manager is authorised to proceed on behalf of the Corporation with any necessary action, including legal action to recover all outstanding monies
- Costs – All related and associated costs for recovering the outstanding monies will be the responsibility of the relevant unit and as such will be recovered from that unit owner.

Other Business

No other business was discussed.

Closure of Meeting

The Manager thanked those in attendance and for proxies received. The meeting was closed at 6:30pm. The next meeting is scheduled to be held on Tuesday 10th September 2024 at 6:00pm at Cheltenham Community Centre.

ADDITIONAL INFORMATION

CORRESPONDENCE:

Correspondence for the year is available on the online portal on our website. As per the Act, each member of the Corporation has the right to inspect all records held by the Manager on behalf of the Corporation. If you would like to inspect the records via the portal, you please visit our website, alternatively if you would like to inspect the records in person, please contact our office to arrange a time during office hours.

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Please Note: Officers of the Corporation do not have the powers to: -

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Income & Expenditure Statement for the financial year-to-date 01/08/2024 to 10/06/2025

Community Corporation 27629 Inc

1-15 Tulloch Drive, ST CLAIR SA 5011

Administrative Fund

Current period

01/08/2024-10/06/2025

Revenue

Insurance Recovery - Water Damage	910.00
Interest on Arrears--Admin	556.14
Levies Due--Admin	40,002.00
Recovery--Owner	199.00
<i>Total revenue</i>	41,667.14

Less expenses

Admin--Audit & Accountancy	840.00
Admin--Information & Communication	1,616.66
Admin--Management Fees--Standard	8,413.88
Admin--Meeting Fee	225.00
Admin--Meeting Fee--Strata Vote	198.00
Admin--Public Officers Admin Fee	145.00
Admin--Venue Hire	300.00
Insurance Claim - Excess	5,000.00
Insurance Claim - Water Damage	3,410.00
Insurance--Premiums	49,471.46
Maint Bldg--Gutter Cleaning	3,149.56
Trades Compliance--Annual Fee	90.20
Utility--Meter Readings	603.75
Utility--Water Meter Readings	603.75
Utility--Water Usage Charges	1,113.20
<i>Total expenses</i>	75,180.46

Surplus/Deficit

(33,513.32)

Opening balance

54,144.11

Closing balance

\$20,630.79

Sinking Fund**Current period**

01/08/2024-10/06/2025

Revenue

Interest on Arrears--Sinking	24.15
Levies Due (Special)--Roof & Gutter Works	41,472.32
Levies Due (Special)--Sinking	14,760.40
Levies Due--Sinking	204.60

<i>Total revenue</i>	<u>56,461.47</u>
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Less expenses

Maint Bldg--General Repairs	7,304.88
Maint Bldg--Gutters & Downpipes	7,040.00
Maint Bldg--Roof	41,472.25

<i>Total expenses</i>	<u>55,817.13</u>
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Surplus/Deficit

<u>644.34</u>

Opening balance	1,389.05
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Closing balance

<u><u>\$2,033.39</u></u>

Income & Expenditure Statement for the financial year to 31/07/2024

Community Corporation 27629 Inc

1-15 Tulloch Drive, ST CLAIR SA 5011

Administrative Fund

Current period

01/08/2023-31/07/2024

Revenue

Interest on Arrears--Admin	591.72
Levies Due (Special)--Admin	51,215.95
Levies Due--Admin	64,252.40
Recovery--Other	1,243.55
Recovery--Owner	827.10
Recycling Income	200.00

<i>Total revenue</i>	118,330.72
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Less expenses

Admin--Audit & Accountancy	840.00
Admin--Information & Communication	1,583.30
Admin--Legal & Debt Collection Fees	187.00
Admin--Management Fees--Standard	8,747.96
Admin--Meeting Fee	195.00
Admin--Public Officers Admin Fee	145.00
Insurance Claim - Excess	2,500.00
Insurance--Premiums	51,214.79
Maint Bldg--Gutter Cleaning	3,149.00
Maint Bldg--Locks, Keys & Card Keys	192.50
Maint Bldg--Plumbing & Drainage	907.24
Maint Bldg--Roof	227.10
Maint Grounds--Grounds Maintenance	500.00
Sundry--Reimbursement To Owner	33.80
Trades Compliance--Annual Fee	90.20
Utility--Water Meter Readings	3,622.50
Utility--Water Usage Charges	2,080.46

<i>Total expenses</i>	76,215.85
-----------------------	-----------

Surplus/Deficit	42,114.87
------------------------	-----------

Opening balance	12,029.24
-----------------	-----------

Closing balance	\$54,144.11
------------------------	--------------------

Sinking Fund**Current period**

01/08/2023-31/07/2024

Revenue

Interest on Arrears--Sinking	21.75
Levies Due--Sinking	1,704.30
<i>Total revenue</i>	<u>1,726.05</u>

Less expenses

Maint Bldg--Consultants	682.00
Maint Bldg--General Repairs	3,168.00
Maint Bldg--Plumbing & Drainage	350.00
<i>Total expenses</i>	<u>4,200.00</u>

Surplus/Deficit(2,473.95)

Opening balance	3,863.00
-----------------	----------

Closing balance**\$1,389.05**

Balance Sheet

As at 10/06/2025

Community Corporation 27629 Inc

1-15 Tulloch Drive, ST CLAIR SA 5011

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	(33,513.32)
Owners Equity--Admin	54,144.11
	20,630.79
Sinking Fund	
Operating Surplus/Deficit--Sinking	644.34
Owners Equity--Sinking	1,389.05
	2,033.39
Net owners' funds	\$22,664.18

Represented by:

Assets

Administrative Fund	
Cash at Bank--Admin	16,865.41
Receivable--Levies--Admin	4,472.96
Receivable--Levies (Special)--Admin	1,285.75
Receivable--Owners--Admin	(1,584.55)
	21,039.57
Sinking Fund	
Cash at Bank--Sinking	(578.40)
Receivable--Levies--Sinking	23.35
Receivable--Levies (Special)--Sinking	1,105.75
Receivable--Owners--Sinking	1,485.47
	2,036.17
Unallocated Money	
Cash at Bank--Unallocated	101.15
	101.15
<i>Total assets</i>	23,176.89

Less liabilities

Administrative Fund	
Prepaid Levies--Admin	408.78
	408.78
Sinking Fund	
Prepaid Levies--Sinking	2.78
	2.78
Unallocated Money	
Prepaid Levies--Unallocated	101.15
	101.15

	Current period
Total liabilities	512.71
Net assets	\$22,664.18

Balance Sheet

As at 31/07/2024

Ph: 8234 5777
office@hornermanagement.com.au

Community Corporation 27629 Inc

1-15 Tulloch Drive, ST CLAIR SA 5011

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	42,114.87
Owners Equity--Admin	12,029.24
	54,144.11
Sinking Fund	
Operating Surplus/Deficit--Sinking	(2,473.95)
Owners Equity--Sinking	3,863.00
	1,389.05
Net owners' funds	\$55,533.16
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	50,515.37
Receivable--Levies--Admin	2,623.32
Receivable--Levies (Special)--Admin	2,551.05
Receivable--Owners--Admin	143.00
	55,832.74
Sinking Fund	
Cash at Bank--Sinking	1,382.79
Receivable--Levies--Sinking	7.68
	1,390.47
Unallocated Money	
	0.00
<i>Total assets</i>	57,223.21
Less liabilities	
Administrative Fund	
Creditors--Other--Admin	1,207.50
Prepaid Levies--Admin	481.13
	1,688.63
Sinking Fund	
Prepaid Levies--Sinking	1.42
	1.42
Unallocated Money	
	0.00
<i>Total liabilities</i>	1,690.05
Net assets	\$55,533.16

Approved Budget to apply from 01/08/2024

Ph: 8234 5777
office@hornermanagement.com.au

Community Corporation 27629 Inc

1-15 Tulloch Drive, ST CLAIR SA 5011

Administrative Fund

**Approved
budget**

Revenue

Levies Due--Admin	30,000.00
<i>Total revenue</i>	30,000.00

Less expenses

Admin--Audit & Accountancy	840.00
Admin--Information & Communication	1,800.00
Admin--Management Fees--Standard	9,259.00
Admin--Meeting Fee	225.00
Admin--Public Officers Admin Fee	145.00
Admin--Venue Hire	300.00
Maint Bldg--General Repairs	1,000.00
Maint Bldg--Gutter Cleaning	7,000.00
Maint Bldg--Plumbing & Drainage	1,000.00
Maint Grounds--Grounds Maintenance	500.00
Trades Compliance--Annual Fee	90.20
Utility--Water Meter Readings	3,000.00
Utility--Water Usage Charges	3,000.00
<i>Total expenses</i>	28,159.20

Surplus/Deficit

	1,840.80
Opening balance	54,144.11

Closing balance

\$55,984.91

Total units of entitlement	9998
Levy contribution per unit entitlement	\$3.00

Sinking Fund	
	Approved budget
Revenue	
Levies Due--Sinking	200.00
Total revenue	200.00
Surplus/Deficit	200.00
Opening balance	1,389.05
Closing balance	\$1,589.05
Total units of entitlement	9998
Levy contribution per unit entitlement	\$0.02

Community Corporation 27629 Inc

1-15 Tulloch Drive, ST CLAIR

Minutes of the Extraordinary General Meeting at Online only

On 17th April 2025 at 11:00AM

PROCEEDINGS

Lots Represented:	Leah Nicole Kovacic	Lot 5
	Mr Bradley Menz & Mrs Teresa Menz	Lot 7
	Hassan Shakourian Tavakoli & Oysanam Agzamova	Lot 11
	Mr Scott James Denny	Lot 13
	Dianne Margaret Edwards	Lot 15
	Ms Tara Louise Griffin	Lot 18
	Ms Vicki Leone	Lot 20
	Ms Doreen Boon Lee Koh	Lot 22
	Hsiao-Ping Hsu	Lot 23
	Timothy John Wallington	Lot 26
	Ms Nicole Richardson	Lot 30
	Mr Aaron Strawbridge & Mrs Sally Strawbridge	Lot 31
	Ms Jacqueline Chapman	Lot 32
	Mr Stuart Ratsch & Mrs Jodie Ratsch	Lot 33
	Kasia Nanky	Lot 34
	Lindsey Mae Green & Oscar Luke Francis Macconnell	Lot 35
	Teresa Maria Semola & Alexandria Stephanie Semola	Lot 36
	Ms Sharon Somerville	Lot 37
	Asher Rhys Waldron	Lot 38
	Mr Benjamin Stallard & Mrs Marcela Stallard	Lot 39
	Ms Maggie Claire Arkins Green	Lot 40
Proxy:	Mr Benjamin Stallard & Mrs Marcela Stallard proxy to Benjamin Stallard	Lot 39
Guest:	Jason Voigt representing Horner Management Pty Ltd	

APPOINTMENT OF CHAIR PERSON

It was proposed that the representative of Horner Management chair the meeting.

The Representative of Horner Management may only chair the meeting if a majority of Members present and represented vote in favour of this. Horner Management have no right to vote except where exercising a specific proxy for a Member.

Motion CARRIED.

VOTES	Yes: 18	No: 0	Abs: 1	Inv: 2
2 invalid vote(s) - 2x Non-financial				

CONFIRMATION AND ACCEPTANCE OF THE MINUTES OF THE PREVIOUS GENERAL MEETING

Motion to accept the minutes of the previous Annual General Meeting as a correct record.

Motion CARRIED.

VOTES	Yes: 18	No: 0	Abs: 1	Inv: 2
2 invalid vote(s) - 2x Non-financial				

BALCONY WINDOW INSTALLATION - UNIT 11



I / We approve the request for the Owner of Unit 11 to install windows to the balcony as specified

Motion CARRIED.

VOTES

Yes: 17

No: 1

Abs: 1

Inv: 2

2 invalid vote(s) - 2x Non-financial

CLOSURE OF MEETING

I / we have submitted our vote and wish to close the meeting.

Motion CARRIED.

VOTES

Yes: 19

No: 0

Abs: 0

Inv: 2

2 invalid vote(s) - 2x Non-financial

Community Corporation 27629

1-15 Tulloch Drive, ST CLAIR

Minutes of the Extraordinary General Meeting at Online only

On 28th November 2024 at 1:00PM

PROCEEDINGS

Lots Represented:	Luke Harbron Rankin & Courtney Rae Teague	Lot 2
	Leah Nicole Kovacic	Lot 5
	Mr Bradley Menz & Mrs Teresa Menz	Lot 7
	Mr Scott James Denny	Lot 13
	Dianne Margaret Edwards	Lot 15
	Ms Doreen Boon Lee Koh	Lot 22
	Hsiao-Ping Hsu	Lot 23
	Timothy John Wallington	Lot 26
	Mr Aaron Strawbridge & Mrs Sally Strawbridge	Lot 31
	Ms Jacqueline Chapman	Lot 32
	Mr Stuart Ratsch & Mrs Jodie Ratsch	Lot 33
	Kasia Nanky	Lot 34
	Lindsey Mae Green & Oscar Luke Francis Macconnell	Lot 35
	Teresa Maria Semola & Alexandria Stephanie Semola	Lot 36
	Ms Sharon Somerville	Lot 37
	Mr Benjamin Stallard & Mrs Marcela Stallard	Lot 39
	Ms Maggie Claire Arkins Green	Lot 40

Guest: Jason Voigt representing Horner Management Pty Ltd

Quorum: *The Manager notes that as several Unit Owners were in arrears it reduced the quorum amount and thus the votes obtained have carried any approvals that were given.*

APPOINTMENT OF CHAIR PERSON

It was proposed that the representative of Horner Management chair the meeting.

The Representative of Horner Management may only chair the meeting if a majority of Members present and represented vote in favour of this. Horner Management have no right to vote except where exercising a specific proxy for a Member.

Motion CARRIED.

VOTES	Yes: 16	No: 0	Abs: 0	Inv: 1
1 invalid vote(s) - Non-financial				

CONFIRMATION AND ACCEPTANCE OF THE MINUTES OF THE PREVIOUS GENERAL MEETING

Motion to accept the minutes of the previous Annual General Meeting as a correct record.

Motion CARRIED.

VOTES	Yes: 14	No: 0	Abs: 2	Inv: 1
1 invalid vote(s) - Non-financial				

PLUMBING REPAIRS

At the Annual General Meeting a quotation from Horncastle Plumbing was supplied to rectify the damaged stormwater down the main driveway which is part of the common property. It was agreed to obtain some competing options. We have obtained quotes from Horncastle, AGPM and Precise Plumbing for this work.

Currently the Corporation does not have sufficient funds to cover the cost of this work and will require a special levy based on Unit entitlement dependant on which contractor is chosen. Please read the quotes carefully to fully understand the scope of works to be undertaken.

Motion CARRIED.

VOTES

Yes: 16

No: 0

Abs: 0

Inv: 1

1 invalid vote(s) - Non-financial

ALTERNATIVES FOR PLUMBING REPAIRS

(Option A) I / We approve the quotation from AGPM for \$4,900 - \$6,400 excl GST (\$5,390 - \$7,040 incl GST)

(Option B) I / We approve the quotation from Horncastle Plumbing for \$8,890.00

(Option C) I / We approve the quotation from Precise Plumbing for \$8,901.98

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

VOTES

A: 11

B: 1

C: 4

Inv: 0

C: 4

SERVICE PIT REPAIRS

Precise Plumbing have offered quotes for the repairs to service pits in the driveway as well due to a number of them dropping and becoming a trip hazard.

Currently the Corporation does not have sufficient funds to cover the cost of this work and will require a special levy based on Unit entitlement dependant on which contractor is chosen. Please read the quotes carefully to fully understand the scope of works to be undertaken.

I / We approve the quotes from Precise Plumbing for \$7,711.84

Motion CARRIED.

VOTES

Yes: 13

No: 1

Abs: 2

Inv: 1

1 invalid vote(s) - Non-financial

CLOSURE OF MEETING

I / we have submitted our vote and wish to close the meeting.

Motion CARRIED.

VOTES

Yes: 16

No: 0

Abs: 0

Inv: 1

1 invalid vote(s) - Non-financial

COMMUNITY PLAN NO. 27629 INC.
1-15 Tulloch Drive, ST CLAIR SA 5011

RECYCLED WATER USAGE COSTS MUST BE ADDED TO THE S139 DOCUMENT FROM CITY OF CHARLES STURT
(DELETE THIS BEFORE SENDING OR SAVING)

DISCLAIMER – Horner Management will not be held liable for any missing, incomplete or incorrect information provided prior to the commencement of our management. (09/04/2017)

BY LAWS IN FOLDER

IGM 31/07/2014

CCTV CAMERAS, SECURITY DOORS AND DOWNLIGHTS 10a. LOT 16:

CCTV Cameras: The Corporation unanimously granted a blanket approval for the installation of CCN cameras. Any owner who installs a CCN camera must provide the Corporation with a photo shot of the area being filmed to be held in the Corporation's file.

Security Doors: The Corporation unanimously granted a blanket approval for the installation of security doors. The meeting resolved the frame must be black with no recognisable pattern.

Downlights: The Corporation unanimously granted a blanket approval for the installation of security downlights. The sensor is to only detect movement on the individual owner's property.

The Corporation reserves the right to have the sensors removed if the lights become a nuisance.

Roller Shutters, Foxtel Dish and Cats Lot 37: Lot 37 requested permission to install roller shutters. The Corporation rejected the request for roller shutters as they were not considered to comply with the encumbrance over the lots. The request for Foxtel was approved subject to the conditions outlined above. Lot 37 also requested permission to keep cats and install a cat enclosure (netting) to the verandah. The Corporation unanimously agreed to retain the By-Law that applies to the keeping of pets as it stands i.e. owners can keep one cat or one dog to a maximum of 10kgs only. The meeting unanimously opposed the installation of the netting to the verandah.

Postal Voting: The Corporation determined that on an annual basis they will make a decision as to whether or not to allow postal voting.

10b. Solar Hot Water Systems & Solar Panels: The Corporation granted a blanket approval for the installation of solar hot water systems and solar panels. The solar panels must be sited entirely on the roof of the relevant unit and must interfere with the roofline as little as possible. Any other sites require the prior approval of Corporation members.

10b. Foxtel: The Corporation granted a blanket approval for the installation of Foxtel. The satellite dish must be sited to the rear of the roof. The centre group of lots are to have the dish installed to the side garage. Any other sites require the prior approval of Corporation

Foxtel Dish Lot 22: Refer to blanket approval as per item 10b.members.

Pets Policy: The meeting unanimously approved the pets policy as per the Corporation's By-Laws 5.2 and 5.4.

10b Pergolas: The meeting resolved that owners must apply to the Corporation for approval to install pergolas. Plans must also be submitted with the request.

10b. Screen Doors: The Corporation granted a blanket approval for the installation of screen security doors. As per item 10a, the screen doors must be black in colour with no recognisable pattern. All work must be carried out by a qualified tradesperson and all costs associated with the work are the **Levy Arrears**

Following an overview of the procedures followed to collect overdue levies it was resolved to

adopt the following policies and procedures: **Interest Charged on Overdue Accounts** The Body Corporate Manager reported that the Community Titles Act invokes penalty interest where payments of contributions and levies are paid late, in this case after a lapse of 28 days from the due date. The interest rate applied on behalf of the Corporation is 15% per annum calculated daily.

Accounting Fees:

In accordance with the Management Agreement, owners are to be charged an accounting fee of \$11.00 (Inc GST) by the Body Corporate Manager for any accounts greater than 28 days overdue.

Debt Collection:

The Body Corporate Manager is authorised to proceed on behalf of the Corporation with any necessary action, including legal action, to recover all outstanding monies at a fee of \$22.00 (Inc GST). The account would have to be at least 3 months overdue. The Presiding Officer will be contacted prior to any court action responsibility of the relevant unit owner. Costs All related costs associated with the recovery of any outstanding monies will be the responsibility of the relevant unit owner and as such will be recovered from that unit owner.

Work, Health & Safety: In order to protect both parties and comply with the new Work, Health & Safety legislation introduced on the 1st January 2013, JE White's Pty Ltd has produced a 'Safety Compliance Pack' for all contractors

undertaking work on behalf of our managed Corporations.

JE White's Pty Ltd will only issue work/quote orders to those contractors who have signed our acknowledgement confirming their understanding of the Safety Compliance Legislation. This document confirms that any persons undertaking work at our Corporations (where necessary and if they are required), be able to provide the required licence/certificates of competency for their prescribed occupations and have safe work method statements for any high risk activity or when using hazardous substances. If any Corporation wishes to employ a new/alternative contractor, a Safety Compliance Pack acknowledgment letter must be signed prior to the issuing of orders instructing them to undertake works.

AGM 25/08/2015

Dog: Unit 38 via proxy requested for their tenant to have a dog (under 10kg). The meeting unanimously did not approve the request.

Dogs: It was resolved that NO dogs be kept at the property.

AGM 20/09/2016

Pets: As per the Corporations By-Laws. "Dogs and cats (not exceeding 10kg in weight and not exceeding 1 in total per Lot)." The pets policy is to be ratified annually at the annual general meeting and a list created by the Body Corporate Manager to ensure all pets on the premises are recorded. A full copy of the By-Laws can be obtained from the Body Corporate Manager.

AGM 28/08/2019

Security screens: Lot 12 (U12) & Lot 9 (U75) Screen Doors Non-compliant with Resolution of 2014 - Vote for approval for these Lots to keep their current screen doors, or to remove and replace with correct colour/style as per 2014 Resolution, which states, "must be black in colour with no recognisable pattern". It was agreed that security screen doors for Lot 12 (U12) and Lot 9 (U75) can remain. Owners are to note that the blanket approval is for the security screen doors to be black in colour (including frames) and no recognisable pattern. If there are any doubts, owners are advised to submit a design for screen doors to the Body Corporate Manager to check to ensure they are compliant with the by-laws.

Roller Shutters/External Blinds - There is currently no approval for the installation of roller shutters. At the 2014 AGM the Corporation rejected an owner's request to install roller shutters. There is no blanket approval for the installation of external blinds including the enclosing of the balcony with a blind. If any owner is wishing to install roller shutters or external blinds they will need approval of the Corporation (requests are considered either at an AGM or a Special General Meeting arranged for the owner at the owner's cost). The owner will need to provide full details of the request (design, colour, material etc.) to the Body Corporate Manager. Internal flyscreens appear to be part of the original build. Approval to install security screens/other screens to the outside of the window would be required from the Corporation as per roller shutters/external blinds.

SGM 04/11/2019

Combined Insurance: As there was no more than 25% against the proposal to insure common property and lot owners building cover onto the one policy, the motion passed.

Roller Shutters Unit 34: Approval granted for the installation of roller shutters to both sides. Roller Shutters Approved in Colour - Cream. The roller shutters are to be installed by a professional tradesperson. All costs and ongoing maintenance is to be the responsibility of Unit 34.

AGM 26/10/2020

Insurance Excess: There is currently a **\$300.00 excess**.

MAINTENANCE:

Balcony Cladding: There was some discussion amongst members at the meeting that multiple owners are having issues with the splitting and cracking of the balcony render/cladding. There have been issues in the past that have been brought up and the previous advice is that the owners were responsible. There was also discussion around the possibility that the balconies have not been waterproofed as water leaks have been an ongoing issue as well. Members advised that the individual unit owner was responsible for the maintenance of this.

ALL OCCUPANTS OTHER THAN UNIT HOLDERS:

The Manager drew the attention of the meeting to the fact that throughout the Act, all the restrictions and provisions of the Act apply equally to all members of the strata community ie. tenants and visitors.

ARTICLES and RULES:

It was agreed that each unit holder is individually responsible for attaching a copy of the Corporation's Articles and any Corporation rules to a letting or lease agreement for their unit.

All owners are requested to advise the management of any change in the occupancy of their units. Please advise agents.

APPROVALS and POLICIES:

Online General Meetings: The Strata Manager explained that voting slips are not recognised under the Strata Titles Act and Horner Management now uses an online platform, StrataVote for the Corporation to make any decisions between meetings. The platform gives the Corporation the opportunity to hold an online meeting for a cost of \$66.00, instead of the standard cost for an Extra-Ordinary Meeting of \$143.00. It was agreed that the Corporation would use this as a form of decision making, instead of holding meetings many times a year. It was further agreed that Owners would individually remain responsible for the cost of votes which pertain to their unit, such as pet requests, alteration approvals, installation approvals and the like.

EGM via StrataVote 05/08/2021:

Unit 38 security screens: Approved to be black in colour with no pattern.

Unit 39 roller shutters: Approved to be in cream the same as that of Unit 33.

AGM 14/09/2021

Insurance Excess: There is a \$300 excess which is coverable by the Strata Corporation.

MAINTENANCE:

Balcony cladding: Mr A Porplycia advised that the cladding around the balcony for his Unit is breaking and advised that it was previously agreed it would be an Owner responsibility. The Manager seconded that it remains an Owner responsibility. Mr A Strawbridge advised he had recently done repairs at his own cost to the balcony of his Unit. Mr A Porplycia advised that he will be carrying out work at his cost but just wanted to get approval from the Corporation. The Manager noted that as long as the repairs to the cladding or changes are like for like or similar to other that have been done, no approval was required. Owners present seconded this and noted that it continues to remain an Owners responsibility. All Agreed. Carried.

INTEREST & DEBT RECOVERY CHARGES ON OVERDUE ACCOUNTS:

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

1. Interest on Overdue Levies

The Corporation will charge owners interest on all levies outstanding for in excess of 14 days. The rate is set at 15% per annum calculated daily.

2. Accounting Fees

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

3. Debt Collection

That the Body Corporate Manager is authorised to proceed on behalf of the Corporation with any necessary action, to recover all outstanding monies.

4. Costs

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

All agreed. Carried.

APPROVALS & POLICIES:

Unit 37 Security screen: The proxy for Unit 37 advised they would like to install security screens to the windows of their Unit as per the details sent to Owners with the agenda. Owners present and via proxies received unanimously approved this request. Carried.

Screens & Screen door policy & Roller shutters: The Manager had added this topic to the agenda for a vote amongst Unit Owners to avoid the Corporation constantly voting on these items throughout the year and to save on Unit Owners paying \$66 for each vote. Owners present and via proxies received unanimously approved the following:

- A Unit holder may install security screens or doors to their Unit as long as the frame and colour is black with no discernible pattern or features. The cost of installation and maintenance of this will come at the cost of the Unit holder in questions.
- A Unit holder may install roller shutters to their Unit as long as they are similar or like for like to that of the roller shutters already installed. They can be Colorbond and surf mist is the acceptable colour to match that of the rest of the Corporation. The cost of installation and maintenance of this will come at the cost of the Unit holder in questions.

APPROVALS BETWEEN ANNUAL GENERAL MEETINGS:

If owners want to seek approval from the Corporation between Annual General Meetings, there are two options available:

Extra Ordinary Meeting – In person: A request can be made to call an Extra Ordinary Meeting, where owners and the Strata Manager physically attend. These meetings will be charged at \$165.00 to prepare meeting notices, proxy forms, attend the meeting and distribute the minutes.

Online General Meetings: Usually an external software provider, StrataVote gives the Corporation the opportunity to hold an online meeting. This will allow owners to receive information via email and submit a voting form (proxy) online and do not require owners to physically attend the meeting. Owners who have not provided an email address will be sent the meeting notice and voting paper (proxy form) via Australia Post. Strata Vote meetings are charged at a rate of \$66.00.

Any owner who is seeking a special meeting to have items approve that directly benefit them, such as pet requests, pergola installations, air conditioners, will be responsible for the cost of these meetings.

EGM 03/11/2021

Insurance Excess: The insurance excess for water damage was increasing to \$2,000. The Corporation voted to continue for the Corporation to cover the excesses. Carried.

EGM 26/06/2023

Insurance Excess: It was agreed that insurance excesses be paid by the relevant Unit Owner for claims pertaining to their individual Unit. Carried.

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLE OFFICE		By-Laws ^{c126} Development No 252/1427/12
---	--	---

BY-LAWS

LOT 427 IN DP 87602
~~TULLOCH DRIVE~~
 LOT 427 ST CLAIR AVENUE ST CLAIR SA 5011

Community Plan No 276279

Developer:

South Australian Jockey Club Inc
 ABN 78 740 603 852
 GPO Box 1695
 Adelaide SA 5001

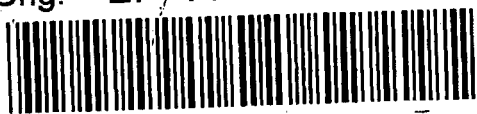
Certificate:

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

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

.....
 Mary S McGrath
 Registered Conveyancer
 Level 2/255 Pulteney Street
 Adelaide SA 5000

Orig. LF/11890341



12:03 8-Feb-2013
3 of 3 Fees: \$0.00

Prefix
LF
Series
No.
3

468

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**

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: ANDREYEV DOMAN SCLA

Correction to: ANDREYEV DOMAN SCLA

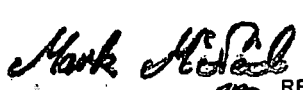
15/02/2013 10:10 AM
CORRECTION FROM FILE 11890341
CORRECTION FOR FEB 15, 2013

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

1. ~~SCHEME DESCRIPTION~~ BY-LAWS
2.
3.
4.

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

ITEM(S)	AGENT CODE
SCHEME DESCRIPTION BY-LAWS	SCLA

PICK-UP NO.	
CP	
DV19 C27629	
CORRECTION	PASSED
12/2.	<i>MA</i>
FILED 26/2/2013	
  REGISTRAR-GENERAL	

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLE OFFICE		By-Laws ^{c126} Development No 252/1427/12
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ANNEXURE A – COPY OF PROPOSED ENCUMBRANCE

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLE OFFICE		By-Laws Development No 252/ ^{C126} 1427 /12
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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 27629 Incorporated and includes a duly appointed officer, agent, employee, contractor or manager;
- 1.1.6 "Council" means The City of Charles Sturt;
- 1.1.7 "Develop" means:
 - 1.1.7.1 the erection, construction, alteration, improvement, installation or painting of any building, or other improvement on a Lot or on Common Property, and includes any site works effected in readiness for Development; and
 - 1.1.7.2 "Development" has a like meaning;
- 1.1.8 "Encumbrancee" means St Clair JV Nominee Pty Ltd (ACN 135 422 703) of C/- 1 Brocas Avenue Woodville SA 5011;
- 1.1.9 "Lot" means a community Lot being part of the Community Scheme;
- 1.1.10 "Invitees" means visitors, tradespersons, builders, contractors, agents,
- 1.1.11 "Lot Owner" means the owner of a Lot;
- 1.1.12 "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;

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- 1.1.13 "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 In these By-Laws except to the extent that the context otherwise requires;
- 1.1.14 words importing the singular number include the plural and vice versa;
- 1.1.15 words importing any gender include other genders;
- 1.1.16 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;
- 1.1.17 references to any of the parties hereto include references to their respective successors and permitted assigns;
- 1.1.18 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;
- 1.1.19 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;
- 1.1.20 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;
- 1.1.21 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

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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:

the fixing of contribution amounts from Lot Owners;

- 2.1.2.1 the fixing of contribution amounts from Lot Owners;

- 1.1.21.1 appointment of a Manager under by-law clause 2.1.3; and

- 1.1.21.2 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

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Corporation.

2.1.4.3. The Corporation may, by ordinary resolution-

2.1.4.3.1. permit contributions to be paid in installments 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 installment 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, subject to Clause 2.2.3 below, 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

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- 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 on 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 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. The Lot Encumbrancee (if applicable) must approve any proposed Development on the Common Property owned by the Corporation as if the Common Property was subject to the same form of Encumbrance as is

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registered over each Lot within the Community Scheme.

- 2.2.4. No fence, barrier, dwelling, storage shed, garage, carport, nor any other structure shall be erected upon or within the Common Property.
- 2.2.5. 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.
- 2.2.6. The Corporation may:
 - 2.2.6.1. 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
 - 2.2.6.2. (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.
- 2.2.7 The Corporation may take all reasonable steps to ensure the security of the Common Property and the property of the Corporation and the observance of these By-laws and without limiting the generality of the foregoing, may:-
 - 2.2.7.1. permit any designated part of the Common Property to be used by any security person, firm or company to the exclusion of the Lot Owners or occupiers generally as a means of monitoring the security and general safety of the Common Property; and
 - 2.2.7.2. obtain, install and maintain any locks, alarms, communication systems or any other security device.
- 2.2.8 No materials, goods or containers may be stored in the car parking or driveway areas.
- 2.2.9 Driveways and car parking areas must be constructed with brick paving, concrete or bitumen to a standard appropriate for the intended traffic volumes and vehicle types.
- 2.2.10 Individual car parking bays must be clearly marked.

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2.2.11 External lighting will be restricted to that necessary for security purposes only and will be directed and shaded to prevent light overspill and/or nuisance to adjacent occupiers or distraction to drivers on adjacent public roads.

2.3. Use and Enjoyment of Community Lots

2.3.1. The Lots are subject to the Encumbrance, in favour of the Lot Encumbrancee.

2.3.2. A Lot Owner, Occupier or Invitee must:

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

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

2.3.2.3. use the Lot in accordance with the *Development Act* 1993;

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

2.3.2.5. 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;

2.3.2.6. 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

2.3.2.7. 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);

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

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fit):

- 2.3.2.8.1. change the use or character of a Lot; or
- 2.3.2.8.2. 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
- 2.3.2.8.3. 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
- 2.3.2.8.4. erect or affix radio or television aerials or antennae to the outside of its Lot or the building;
- 2.3.2.9. 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;
- 2.3.2.10. not, without the prior written approval of the Corporation erect or display any signs on a Lot other than:
 - 2.3.2.10.1. during development of a Lot (and then only the display of signs required under the *Building Work Contractors Act 1995*); or
 - 2.3.2.10.2. where an advertising sign is associated with the sale of a Lot;
- 2.3.2.11. 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):
 - 2.3.2.11.1. keeping gutters and downpipes clear and free of leaves or other debris;
 - 2.3.2.11.2. repainting as necessary;
 - 2.3.2.11.3. replacing or repairing damaged or decaying materials;

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and

- 2.3.2.11.4. replacing or repairing broken or cracked windows and doors;
- 2.3.2.11.5. 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);
- 2.3.2.11.6. ensuring that landscaping is kept neat and tidy and free of rubbish;
- 2.3.2.12. comply with reasonable requirements or orders of the Corporation in relation to upkeep and maintenance;
- 2.3.2.13. where fencing between two or more Community Lots is in need of replacement, ensure that it will be replaced by fencing of the same type, design, height and colour, and paid for in accordance with the relevant provisions of the Fences Act 1975 (SA);
- 2.3.2.14. 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.
- 2.3.3. Lot Owners may (if applicable) alter the landscaping on their respective Lot, subject to the following rules:
 - 2.3.3.1. no trees will be planted which would exceed a height of five meters;
 - 2.3.3.2. no tree shall be planted closer to a building on a Lot than its potential maximum height;
 - 2.3.3.3. all trees, shrubs and bushes and other plants will be kept neatly trimmed so as not to appear unruly; and
 - 2.3.3.4. dead plants or shrubs will be removed and replaced with a plant or shrub of a similar type.
- 2.3.4 All mechanical services to any building on a Lot must be designed installed and

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operated in such a manner that any person or persons living in other Lots or adjacent to the Lot should not be subjected to any nuisance or inconvenience from noise or fumes.

- 2.3.5 Any air-conditioning units or external pipework or exhaust system mounted on the roof or walls of a building on a Lot must be in a coloured material to match and blend with the principal building colour.

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. irrigate and properly maintain (if applicable) any gardens and landscaping on the Common Property on a quarterly basis, and must replant or replace plants where necessary;
- 3.1.4. keep the Common Property free of graffiti and if there is any graffiti, engage a third party contractor to remove the graffiti within fourteen (14) days of being requested to do so by a Lot Owner;
- 3.1.5. 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

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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 affect 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.

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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.
- 5.7. Clauses 5.1, 5.2, 5.3 and 5.4 shall not apply to the Occupiers, Proprietors or other persons lawfully upon the Common Property or the Lots, who suffer a disability and require the assistance of a dog specifically trained to aid them in respect of that disability.

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

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parking as set out in clause 11.5.

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. Obligation Not to Permit Certain Behaviour or Activity

- 8.1 Where these By-Laws restrict the behavior or activity of a Lot Owner or Occupier of a Lot there shall be imposed upon that Lot Owner or Occupier an obligation not to permit that behavior or activity.

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- 8.2 A Lot Owner or Occupier of a Lot shall take all reasonable steps to ensure that his or her visitors or invitees comply with the provisions of these By-Laws and in the event of his or her inability for any reason to ensure such compliance by any such visitor or invitees, he or she shall thereupon ensure that such visitor or invitee leaves the Common Property.
- 8.3 A Lot Owner of a Lot shall be liable to compensate the Corporation in respect of all damage to the Common Property or personal property vested in the Corporation caused by the Lot Owner or any Occupier of the Lot or their visitors or invitees.
- 8.4 The Lot Owner of a Lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him or her under any such lease or licence agreement, to ensure that any lessee, or licensee or other Occupiers of the Lot or their visitors or invitees comply with the provisions of these By-Laws and without limiting the generality of the foregoing shall:-
- 8.4.1 ensure that it shall be a term of every such lease or licence agreement that the lessee or licensee or other Occupier of the Lot complies with the provisions of these By-Laws; and
- 8.4.2 provide every lessee or licensee or other Occupier of the Lot with a copy of these By-Laws and shall in addition ensure that in the event that any such lease or licence agreement shall be in writing that a copy of these By-Laws is annexed thereto.

9. Insurance

- 9.1. The Corporation will effect and maintain insurances as required by the Act.
- 9.2. A Lot Owner, Occupier or Invitee will be required at all times throughout their ownership of the Lot, to take out and maintain insurance for their respective rights and interest (and to produce the policies for inspection by the Corporation in accordance with Clause 9.4 as and when required) in the building and contents of the relevant Lot which includes but is not limited to, any furniture fittings, equipment and goods on and in the Lot and such insurance policy will provide for the full insurable value of any furniture fittings, equipment and goods, and will insure against loss or damage by fire theft lightning explosion tempest riot impact of vehicles earthquake damage by aircraft or articles dropped therefrom water damage flood and rainwater damage and such other risks as the

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Corporation may specify from time to time and in the event of any claim apply the proceeds to such policy towards reinstatement.

9.3. Each Lot Owner, Occupier or Invitee will also be required to take out and 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) and such policy shall indemnify the Corporation against any action suit claim or demand of any kind arising from the use by the Lot Owner, Occupier or Invitee of their respective Lots.

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

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

9.5.1. void any insurance; or

9.5.2. increase the premium payable for any insurance;
maintained by the Corporation.

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. Corporation May Inspect Lots

10.3.1. 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

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installations or equipment (at the Owner's expense if leakages or defects were due to the act or default of the Owner).

10.3.2. 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.

10.4. Changes in Ownership

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

10.5. Offences

10.5.1. 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.

10.5.2. 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

11.1. The management committee of the Corporation, subject to Clause 11.2 below, 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.

11.2. Clauses 2.2.3, 2.2.4 and 2.3.1 must not be altered or deleted without the prior written consent of the Lot Encumbrancee.

12. Contact Details

A Lot Owner must notify the Corporation:-

13.1 of the Lot Owner's telephone and any facsimile contact number;

13.2 of the telephone and any facsimile contact numbers of any occupier of the Lot where the Occupier is not the Lot Owner;

13.3 immediately of any change in the ownership of the Lot, or any change in the

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address, telephone and facsimile contact numbers of the Lot Owner or Occupier of the Lot.

13. Recovery of Amounts Due

- 13.1. 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.
- 13.2. 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.
- 13.3. 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.
- 13.4. 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.
- 13.5. 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.
- 13.6. The Lot Owner acknowledges that the Corporation will be entitled, by virtue of this By-Law 13, to lodge a caveat against the certificate(s) of title for the relevant Lot, giving notice of the provisions of this By-Law 13.
- 13.7. Subject to the provisions of this By-Law 13, the provisions of the *Law of Property Act* 1936 will apply to this Agreement as if it were a mortgage by deed.

14. Indemnity and Release A person bound by these By-Laws will:

- 14.1. indemnify and hold harmless the Corporation from and against all or any actions,

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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;

14.2. 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.

15. 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.

16. 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.

17. 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.

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLE OFFICE		By-Laws Development No 252/1427/12
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ANNEXURE A

COPY OF PROPOSED ENCUMBRANCE

PURPOSE:	PRIMARY COMMUNITY	AREA NAME:	ST CLAIR	APPROVED:	<div> C27629</div>
MAP REF:	6628/40/G	COUNCIL:	CITY OF CHARLES STURT	JULIA CADSDON 19/12/2012	
LAST PLAN:	D87602	DEVELOPMENT NO:	252/C126/12/001/33987	DEPOSITED:	SHEET 1 OF 4
AGENT DETAILS:	SURVEYORS CERTIFICATION:				
STATE SURVEYS PTY LTD 465B SOUTH ROAD KESWICK SA 5035 PH: 82932939 FAX: 82932949					
AGENT CODE:	SSU9				
REFERENCE:	12196				
SUBJECT TITLE DETAILS:					
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	ALLOTMENT(S)
CT	6083	399			
NUMBER 427					
PLAN D					
NUMBER 87602					
HUNDRED / IA / DIVISION YATALA					
TOWN					
REFERENCE NUMBER					
OTHER TITLES AFFECTED:					
EASEMENT DETAILS:					
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE
NEW	COMMON PROPERTY	SERVICE	EASEMENT(S)	A(T/F)	FOR ELECTRICITY SUPPLY PURPOSES
NEW	COMMON PROPERTY	SERVICE	EASEMENT(S)	B	FOR ELECTRICITY SUPPLY PURPOSES
				IN FAVOUR OF	CREATION
				DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000)	223LG RPA
				DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000)	223LG RPA
ANNOTATIONS: THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 22 / 10 / 2012					

C27629

SHEET 2 OF 4

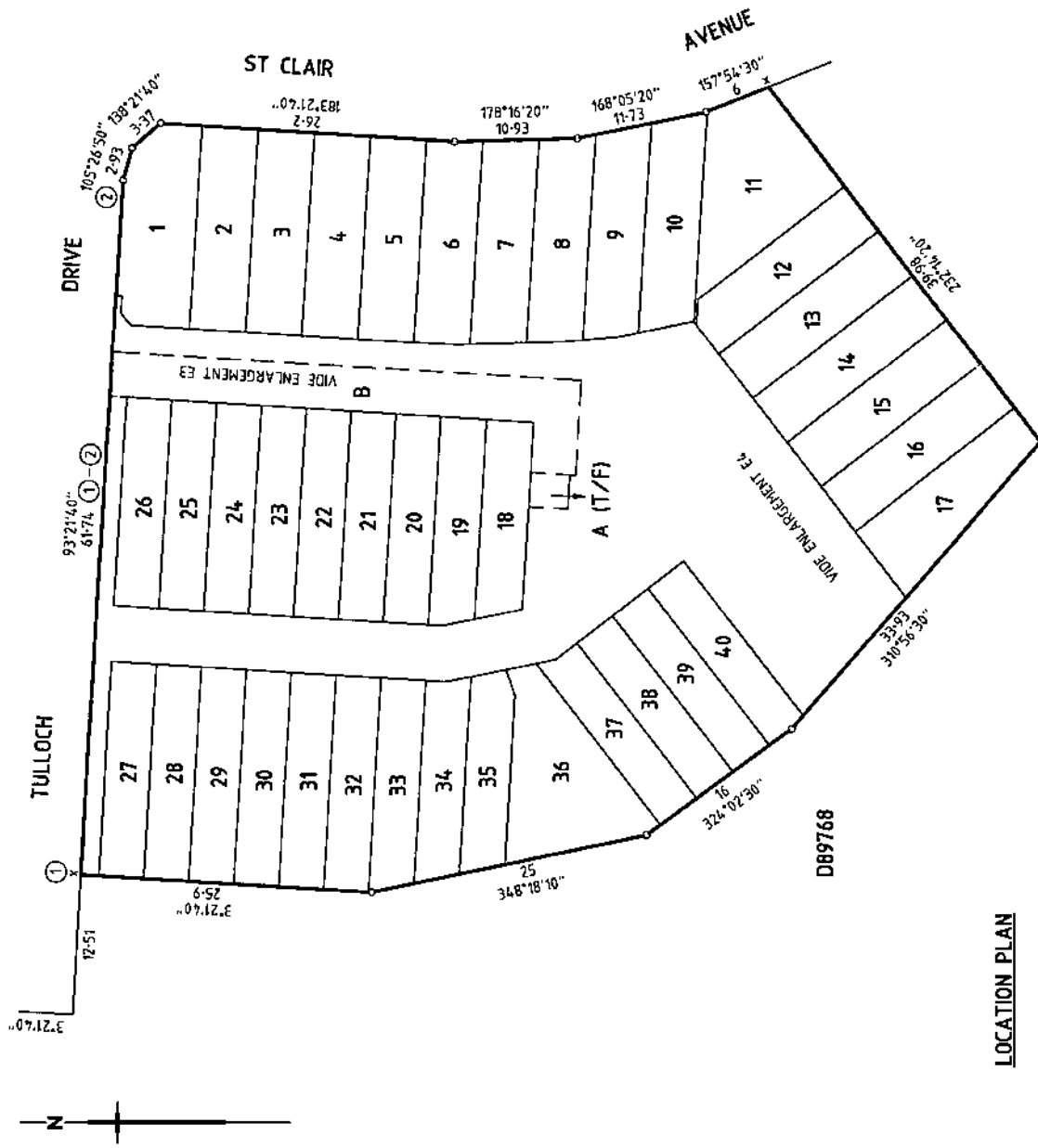
36095_pland_1_V03

BEARING DATUM: ① - ② 93°21'40"
DERIVATION: D87602 ADOPTED

TOTAL AREA: 4561m²

STATE SURVEYS PTY LTD
445 South Road, Keswick SA 5035
Phone 8293 2939 Fax 8293 2949
info@statesurveys.com.au

REFERENCE: 12196
VERSION: 31/01/2013 DRAWN: ADL



LOCATION PLAN

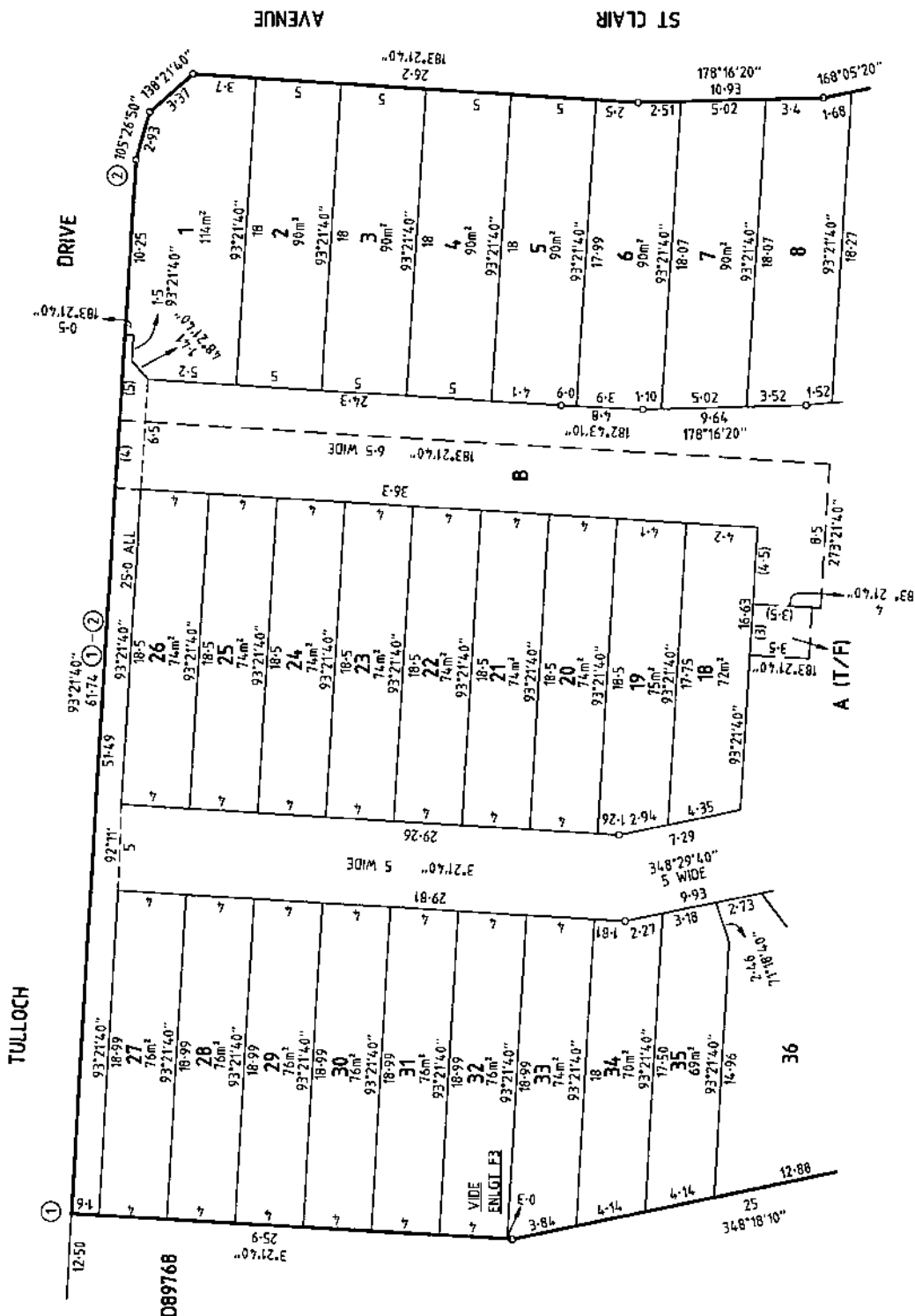
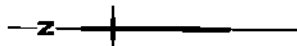
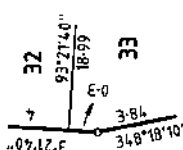
SCALE 0 4 8 12 16 20 METRES

C27629

SHEET 3 OF 4

36095_pland_2_V03

ENLARGEMENT E3



ENLARGEMENT E3

NOT TO SCALE

STATE SURVEYS PTY LTD
465 Saurin Road, Keswick SA 5035
Phone 8293 2939 Fax 8293 2949
info@statesurveys.com.au

REFERENCE: 12196

VERSION: 31/01/2013 DRAWN: ADL

VIDE CONTINUATION E4

SHEET 4 OF 4

36095_pland_3_v02_version_3

STATE SURVEYS PTY LTD
465 South Road, Keswick SA 5035
Phone 8293 2939 Fax 8293 2949
info@statesurveys.com.au

REFERENCE: 12196

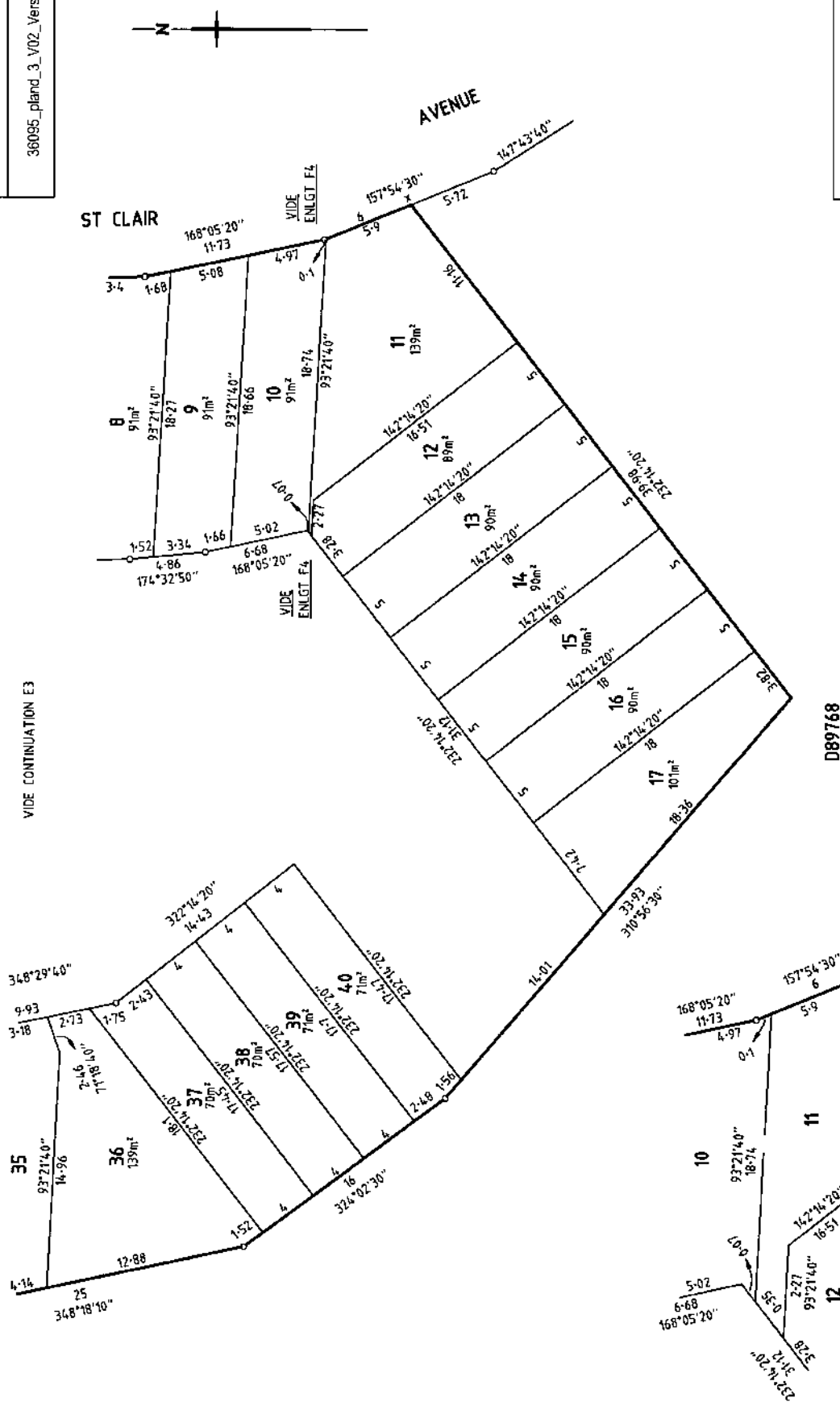
VERSION: 19/12/2012 DRAWN: ADL

ENLARGEMENT E4

SCALE **METRES**

ENLARGEMENT F4

NOT TO SCALE





Level 13, 431 King William Street
Adelaide SA 5000

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0000021644
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	04/12/2024 to 04/12/2025 at 4:00pm
The Insured	COMMUNITY CORPORATION NO. 27629 INC.
Situation	1 TULLOCH DRIVE ST CLAIR SA 5011

Policies Selected

Policy 1 – Insured Property

Building: \$23,545,000

Common Area Contents: \$235,450

Loss of Rent & Temporary Accommodation (total payable): \$3,531,750

Policy 2 – Liability to Others

Sum Insured: \$20,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$500,000

Policy 6 – Machinery Breakdown

Not Selected

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000

Policy 9 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000



Flood Cover is included.

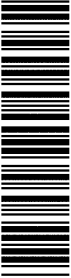
Date Printed

11/12/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

PLAN

CT Volume 6107 Folio 254

PURPOSE:		PRIMARY COMMUNITY		AREA NAME:		ST CLAIR		RE-APPROVED:		<div></div> <div>C27629</div>					
MAP REF:		6628/40/G		COUNCIL:		CITY OF CHARLES STURT		DEPOSITED:		SHEET 1 OF 4					
LAST PLAN:		D87602		DEVELOPMENT NO:		252/C126/12/001/34299		MARK MCNEIL		36095_text_01_v06_Version_6					
AGENT DETAILS:		STATE SURVEYS PTY LTD 465B SOUTH ROAD KESWICK SA 5035 PH: 82932939 FAX: 82932949		SURVEYORS CERTIFICATION:		IRUHIAFNAN , 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 6th day of February 2013 Ruhi Afnan Licensed Surveyor									
AGENT CODE:		SSU9		NUMBER		PLAN		NUMBER		HUNDRED / IA / DIVISION		TOWN		REFERENCE NUMBER	
REFERENCE:		12196		427		D		87602		YATALA					
SUBJECT TITLE DETAILS:															
PREFIX		VOLUME		FOLIO		OTHER		PARCEL							
CT		6083		399				ALLOTMENT(S)							
OTHER TITLES AFFECTED:															
EASEMENT DETAILS:															
STATUS		LAND BURDENED		FORM		CATEGORY		IDENTIFIER		PURPOSE		IN FAVOUR OF		CREATION	
NEW		COMMON PROPERTY		SERVICE		EASEMENT(S)		A(T/F)		FOR ELECTRICITY SUPPLY PURPOSES		DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 88900000)		223LG RPA	
NEW		COMMON PROPERTY		SERVICE		EASEMENT(S)		B		FOR ELECTRICITY SUPPLY PURPOSES		DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 88900000)		223LG RPA	
ANNOTATIONS: THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 22 / 10 / 2012															

C27629

SHEET 2 OF 4

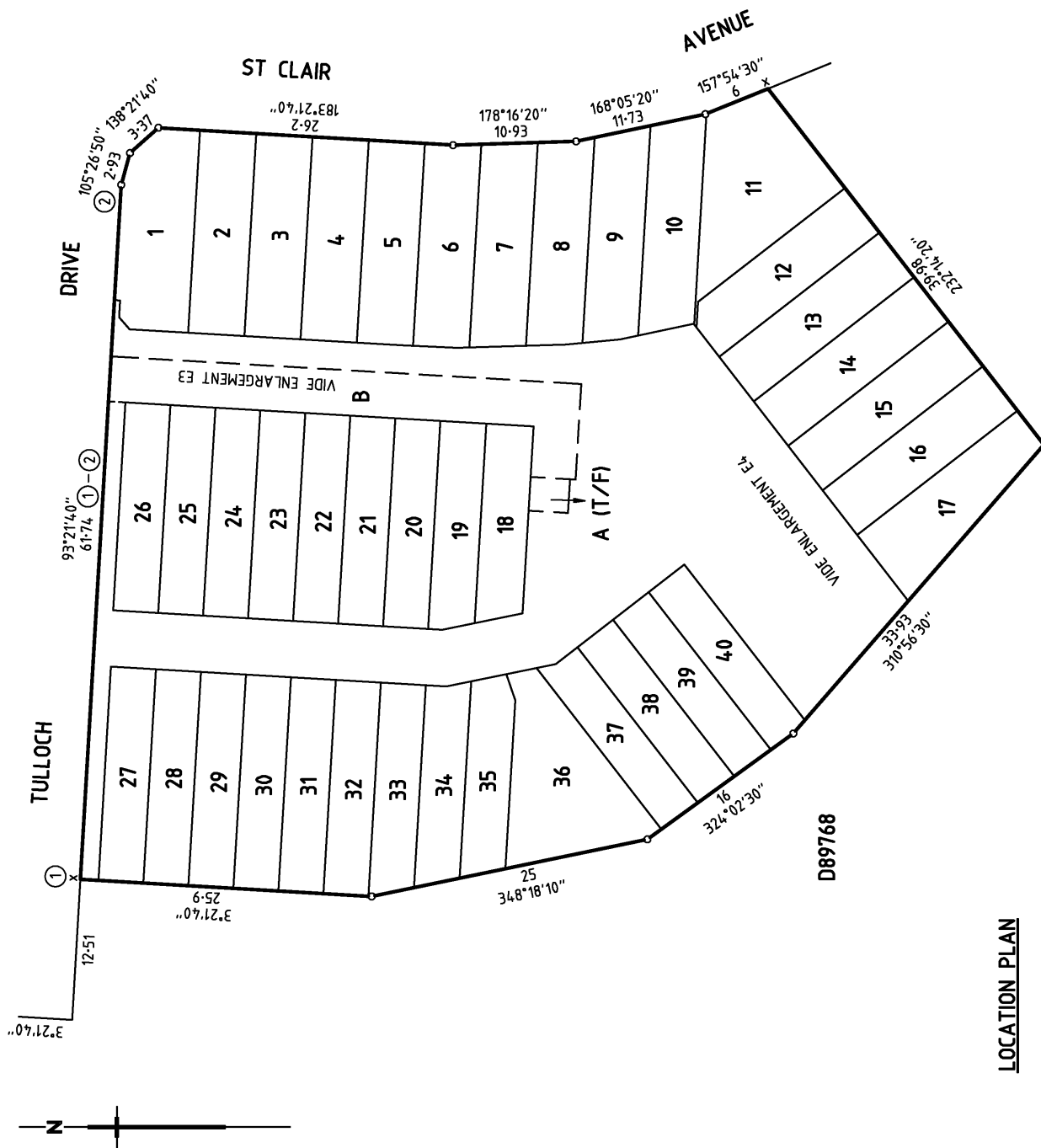
36095_pland_1_V03_Version_6

BEARING DATUM: ① - ② 93°21'40"
DERIVATION: D87602 ADOPTED

TOTAL AREA: 4561m²

STATE SURVEYS PTY LTD
465 South Road, Keswick SA 5035
Phone 8293 2939 Fax 8293 2949
info@statesurveys.com.au

REFERENCE: 12196
VERSION: 31/01/2013 DRAWN: ADL

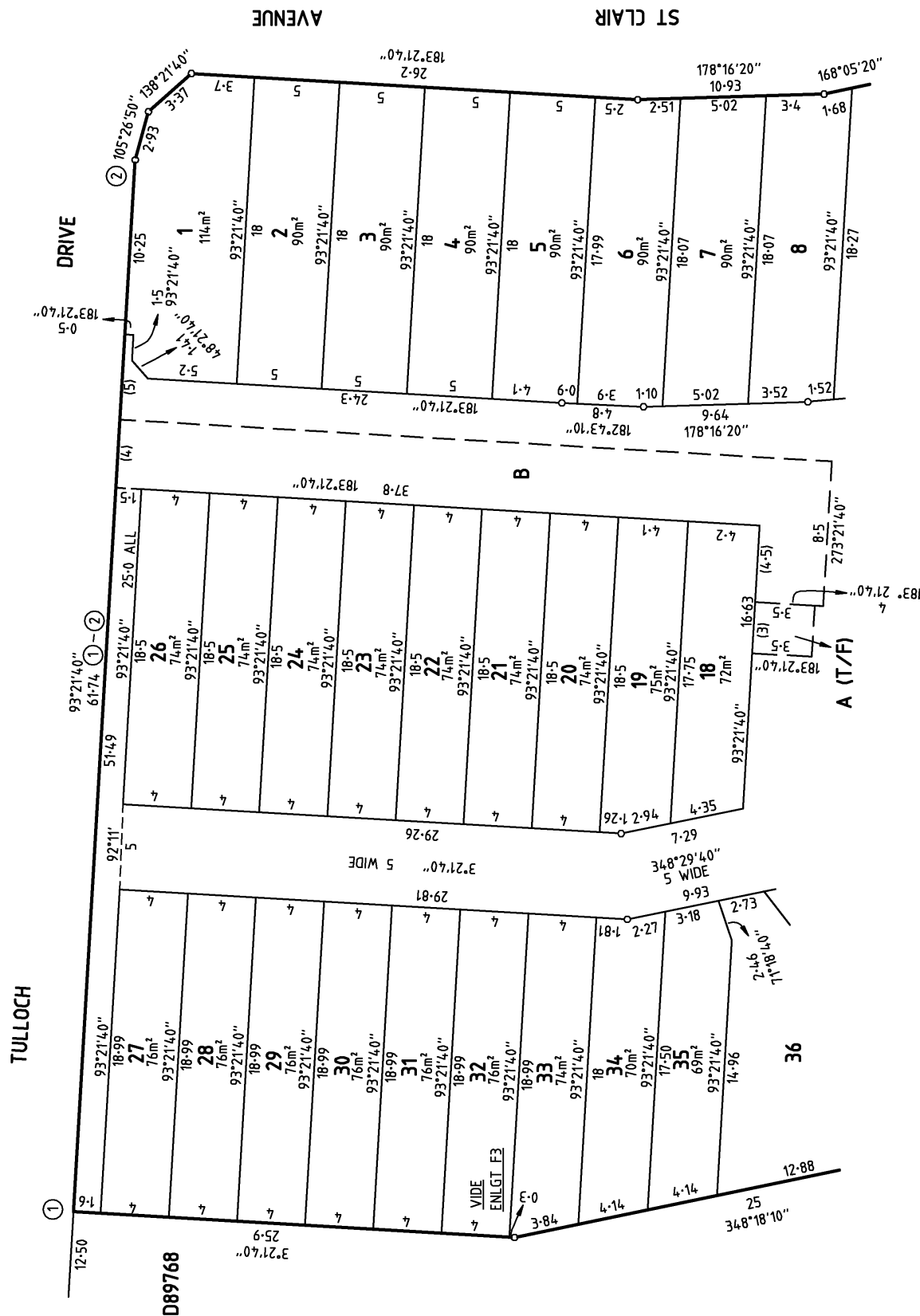


SHEET 3 OF 4

36095_pland_2_V03_Version_6

ENLARGEMENT E3

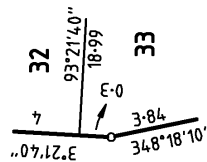
SCALE METRES



WIDE CONTINUATION E4

STATE SURVEYS PTY LTD
465 South Road, Keswick SA 5035
Phone 8293 2939 Fax 8293 2949
info@statesurveys.com.au

REFERENCE: 12196
VERSION: 05/02/2013 DRAWN: ADL



ENLARGEMENT F3

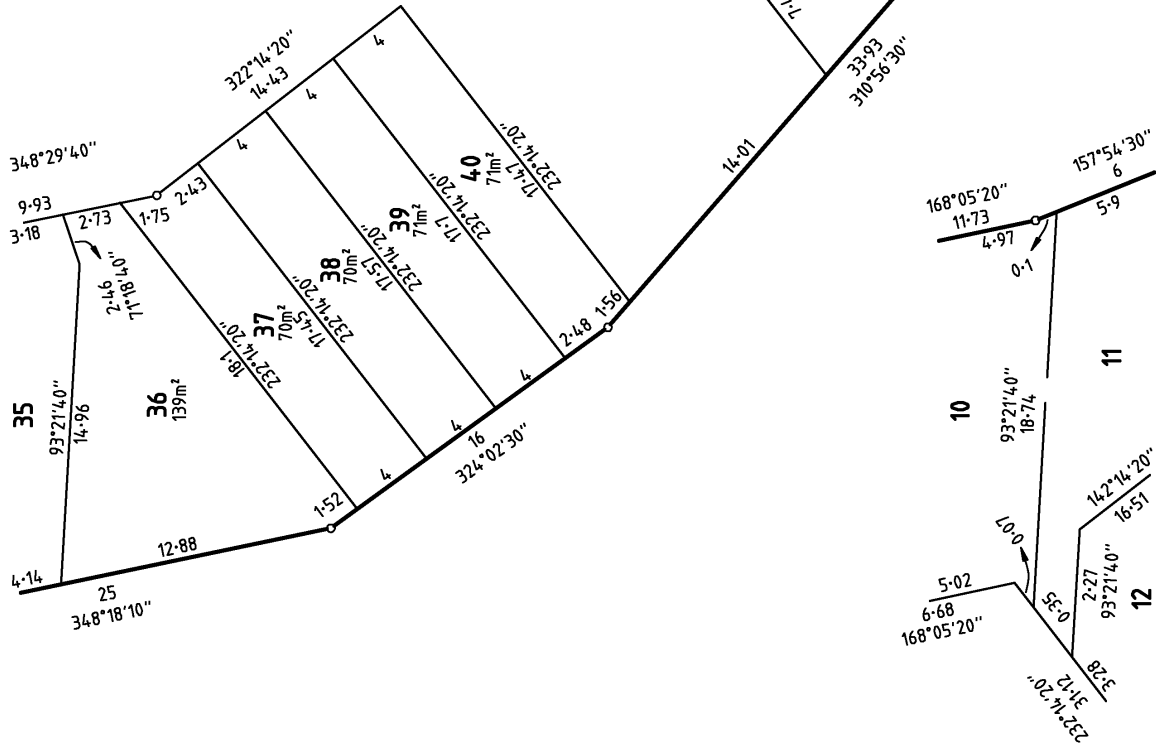
NOT TO SCALE

C27629

SHEET 4 OF 4

36095_pland_3_V02_Version_6

VIDE CONTINUATION E3



ST CLAIR

AVENUE

D89768

ENLARGEMENT E4



ENLARGEMENT F4

NOT TO SCALE

STATE SURVEYS PTY LTD
465 South Road, Keswick SA 5035
Phone 8293 2939 Fax 8293 2949
info@statesurveys.com.au
REFERENCE: 12196
VERSION: 19/12/2012 DRAWN: ADL

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER	CP 27629
SHEET 1 OF 3	
ACCEPTED	<i>Mark Robins</i> 26/12/2013 REGISTRAR-GENERAL
DEV. No	252 : C126 :12

APPLICATION 11890339

CERTIFICATE OF LAND VALUER

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

Dated the 3rd day of January 2013

Mark Robins
Signature of Land Valuer

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENTS	SUBDIVIDED
1	264	
2	256	
3	256	
4	256	
5	256	
6	256	
7	256	
8	256	
9	256	
10	256	
11	274	
12	251	
13	251	
14	251	
15	251	
16	251	
17	251	
18	243	

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

CP 27629

SHEET 2 OF 3

ACCEPTED

Mark Robbins 26/2/2013
REGISTRAR-GENERAL

DEV. No 252-C126 :12

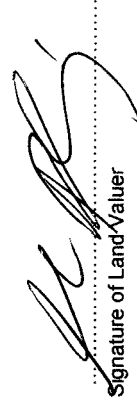
APPLICATION 11890339

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENTS	SUBDIVIDED
19	247	
20	247	
21	247	
22	247	
23	247	
24	247	
25	247	
26	247	
27	243	
28	243	
29	243	
30	243	
31	243	
32	243	
33	243	
34	243	
35	243	
36	274	

CERTIFICATE OF LAND VALUER

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

Dated the 3rd day of January 2013


Signature of Land Valuer

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

CP 27629

SHEET 3 OF 3

ACCEPTED

Mark M. Hill 26/24/2013
REGISTRAR-GENERAL

DEV. No 252:CI26:12

APPLICATION 11890339

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENTS	SUBDIVIDED
37	243	
38	243	
39	243	
40	243	
AGGREGATE	10000	

CERTIFICATE OF LAND VALUER

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

Dated the 3rd day of January 2013

Mark Robins
Signature of Land Valuer

BY-LAWS

CT Volume 6107 Folio 254

Orig. LF/11890341



12:03 8-Feb-2013
3 of 3 Fees: \$0.00

Prefix
LF
Series
No.
3

468

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**

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: ANDREYEV DOMAN SCLA

Correction to: ANDREYEV DOMAN SCLA

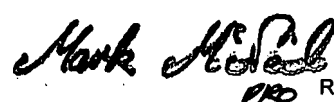
14:02 11/02/2013 10-11/03
REGISTRATION FEE \$125.00
TERMINATION FEE \$0.00

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

1. ~~SCHEME DESCRIPTION~~ BY-LAWS
2.
3.
4.

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

ITEM(S)	AGENT CODE
SCHEME DESCRIPTION BY-LAWS	SCLA

PICK-UP NO.	
CP	
DVR C 27629	
CORRECTION	PASSED
12/2.	<i>MM</i>
FILED 26/2/2013	
  REGISTRAR-GENERAL	

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLE OFFICE		By-Laws ^{c126} Development No 252/ 1427 /12
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BY-LAWS

LOT 427 IN DP 87602
~~TULLOCH DRIVE~~
 LOT 427 ~~ST CLAIR AVENUE~~ ST CLAIR SA 5011

Community Plan No 276271

Developer:

South Australian Jockey Club Inc
 ABN 78 740 603 852
 GPO Box 1695
 Adelaide SA 5001

Certificate:

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

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



 Mary S McGrath
 Registered Conveyancer
 Level 2/255 Pulteney Street
 Adelaide SA 5000

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLE OFFICE		By-Laws ^{C126} Development No 252/ 1427 /12
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ANNEXURE A – COPY OF PROPOSED ENCUMBRANCE

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLE OFFICE		By-Laws Development No 252/ ^{C126} 1427 /12
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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 27629 Incorporated and includes a duly appointed officer, agent, employee, contractor or manager;
- 1.1.6 “Council” means The City of Charles Sturt;
- 1.1.7 “Develop” means:
 - 1.1.7.1 the erection, construction, alteration, improvement, installation or painting of any building, or other improvement on a Lot or on Common Property, and includes any site works effected in readiness for Development; and
 - 1.1.7.2 “Development” has a like meaning;
- 1.1.8 “Encumbrancee” means St Clair JV Nominee Pty Ltd (ACN 135 422 703) of C/- 1 Brocas Avenue Woodville SA 5011;
- 1.1.9 “Lot” means a community Lot being part of the Community Scheme;
- 1.1.10 “Invitees” means visitors, tradespersons, builders, contractors, agents,
- 1.1.11 “Lot Owner” means the owner of a Lot;
- 1.1.12 “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;

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLE OFFICE		By-Laws Development No 252/ ^{C126} 1427/12
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- 1.1.13 "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 In these By-Laws except to the extent that the context otherwise requires;
- 1.1.14 words importing the singular number include the plural and vice versa;
- 1.1.15 words importing any gender include other genders;
- 1.1.16 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;
- 1.1.17 references to any of the parties hereto include references to their respective successors and permitted assigns;
- 1.1.18 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;
- 1.1.19 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;
- 1.1.20 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;
- 1.1.21 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

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLE OFFICE		By-Laws Development No 252/1427/12 C126
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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:

the fixing of contribution amounts from Lot Owners;

- 2.1.2.1 the fixing of contribution amounts from Lot Owners;

- 1.1.21.1 appointment of a Manager under by-law clause 2.1.3; and

- 1.1.21.2 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 Owner unless otherwise provided by a unanimous resolution of the

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLE OFFICE		By-Laws ^{c126} Development No 252/1427/12
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Corporation.

2.1.4.3. The Corporation may, by ordinary resolution-

2.1.4.3.1. permit contributions to be paid in installments 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 installment 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, subject to Clause 2.2.3 below, 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

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLE OFFICE		By-Laws ^{c/26} Development No 252/1427/12
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- 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 on 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 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. The Lot Encumbrancee (if applicable) must approve any proposed Development on the Common Property owned by the Corporation as if the Common Property was subject to the same form of Encumbrance as is

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLE OFFICE		By-Laws ^{c126} Development No 252/1427/12
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registered over each Lot within the Community Scheme.

- 2.2.4. No fence, barrier, dwelling, storage shed, garage, carport, nor any other structure shall be erected upon or within the Common Property.
- 2.2.5. 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.
- 2.2.6. The Corporation may:
 - 2.2.6.1. 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
 - 2.2.6.2. (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.
- 2.2.7. The Corporation may take all reasonable steps to ensure the security of the Common Property and the property of the Corporation and the observance of these By-laws and without limiting the generality of the foregoing, may:-
 - 2.2.7.1. permit any designated part of the Common Property to be used by any security person, firm or company to the exclusion of the Lot Owners or occupiers generally as a means of monitoring the security and general safety of the Common Property; and
 - 2.2.7.2. obtain, install and maintain any locks, alarms, communication systems or any other security device.
- 2.2.8. No materials, goods or containers may be stored in the car parking or driveway areas.
- 2.2.9. Driveways and car parking areas must be constructed with brick paving, concrete or bitumen to a standard appropriate for the intended traffic volumes and vehicle types.
- 2.2.10. Individual car parking bays must be clearly marked.

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2.2.11 External lighting will be restricted to that necessary for security purposes only and will be directed and shaded to prevent light overspill and/or nuisance to adjacent occupiers or distraction to drivers on adjacent public roads.

2.3. Use and Enjoyment of Community Lots

2.3.1. The Lots are subject to the Encumbrance, in favour of the Lot Encumbrancee.

2.3.2. A Lot Owner, Occupier or Invitee must:

- 2.3.2.1. not use any Lot for any non-residential purpose unless the use has been approved by the Corporation;
- 2.3.2.2. use and enjoy the Lot in a manner consistent with the Scheme Description (if applicable);
- 2.3.2.3. use the Lot in accordance with the *Development Act* 1993;
- 2.3.2.4. pay all rates, taxes, insurances and other outgoings in relation to the Lot as they fall due;
- 2.3.2.5. 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;
- 2.3.2.6. 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
- 2.3.2.7. 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);
- 2.3.2.8. not without prior written consent of the Corporation (which may be given, withheld or withdrawn at any time as the Corporation sees

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fit):

- 2.3.2.8.1. change the use or character of a Lot; or
- 2.3.2.8.2. 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
- 2.3.2.8.3. 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
- 2.3.2.8.4. erect or affix radio or television aerials or antennae to the outside of its Lot or the building;
- 2.3.2.9. 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;
- 2.3.2.10. not, without the prior written approval of the Corporation erect or display any signs on a Lot other than:
 - 2.3.2.10.1. during development of a Lot (and then only the display of signs required under the *Building Work Contractors Act 1995*); or
 - 2.3.2.10.2. where an advertising sign is associated with the sale of a Lot;
- 2.3.2.11. 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):
 - 2.3.2.11.1. keeping gutters and downpipes clear and free of leaves or other debris;
 - 2.3.2.11.2. repainting as necessary;
 - 2.3.2.11.3. replacing or repairing damaged or decaying materials;

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and

- 2.3.2.11.4. replacing or repairing broken or cracked windows and doors;
- 2.3.2.11.5. 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);
- 2.3.2.11.6. ensuring that landscaping is kept neat and tidy and free of rubbish;
- 2.3.2.12. comply with reasonable requirements or orders of the Corporation in relation to upkeep and maintenance;
- 2.3.2.13. where fencing between two or more Community Lots is in need of replacement, ensure that it will be replaced by fencing of the same type, design, height and colour, and paid for in accordance with the relevant provisions of the Fences Act 1975 (SA);
- 2.3.2.14. 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.
- 2.3.3. Lot Owners may (if applicable) alter the landscaping on their respective Lot, subject to the following rules:
 - 2.3.3.1. no trees will be planted which would exceed a height of five meters;
 - 2.3.3.2. no tree shall be planted closer to a building on a Lot than its potential maximum height;
 - 2.3.3.3. all trees, shrubs and bushes and other plants will be kept neatly trimmed so as not to appear unruly; and
 - 2.3.3.4. dead plants or shrubs will be removed and replaced with a plant or shrub of a similar type.
- 2.3.4 All mechanical services to any building on a Lot must be designed installed and

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operated in such a manner that any person or persons living in other Lots or adjacent to the Lot should not be subjected to any nuisance or inconvenience from noise or fumes.

- 2.3.5 Any air-conditioning units or external pipework or exhaust system mounted on the roof or walls of a building on a Lot must be in a coloured material to match and blend with the principal building colour.

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. irrigate and properly maintain (if applicable) any gardens and landscaping on the Common Property on a quarterly basis, and must replant or replace plants where necessary;
- 3.1.4. keep the Common Property free of graffiti and if there is any graffiti, engage a third party contractor to remove the graffiti within fourteen (14) days of being requested to do so by a Lot Owner;
- 3.1.5. 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

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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 affect 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.

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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.
- 5.7. Clauses 5.1, 5.2, 5.3 and 5.4 shall not apply to the Occupiers, Proprietors or other persons lawfully upon the Common Property or the Lots, who suffer a disability and require the assistance of a dog specifically trained to aid them in respect of that disability.

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

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parking as set out in clause 11.5.

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. Obligation Not to Permit Certain Behaviour or Activity

- 8.1 Where these By-Laws restrict the behavior or activity of a Lot Owner or Occupier of a Lot there shall be imposed upon that Lot Owner or Occupier an obligation not to permit that behavior or activity.

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- 8.2 A Lot Owner or Occupier of a Lot shall take all reasonable steps to ensure that his or her visitors or invitees comply with the provisions of these By-Laws and in the event of his or her inability for any reason to ensure such compliance by any such visitor or invitees, he or she shall thereupon ensure that such visitor or invitee leaves the Common Property.
- 8.3 A Lot Owner of a Lot shall be liable to compensate the Corporation in respect of all damage to the Common Property or personal property vested in the Corporation caused by the Lot Owner or any Occupier of the Lot or their visitors or invitees.
- 8.4 The Lot Owner of a Lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him or her under any such lease or licence agreement, to ensure that any lessee, or licensee or other Occupiers of the Lot or their visitors or invitees comply with the provisions of these By-Laws and without limiting the generality of the foregoing shall:-
- 8.4.1 ensure that it shall be a term of every such lease or licence agreement that the lessee or licensee or other Occupier of the Lot complies with the provisions of these By-Laws; and
- 8.4.2 provide every lessee or licensee or other Occupier of the Lot with a copy of these By-Laws and shall in addition ensure that in the event that any such lease or licence agreement shall be in writing that a copy of these By-Laws is annexed thereto.

9. Insurance

- 9.1. The Corporation will effect and maintain insurances as required by the Act.
- 9.2. A Lot Owner, Occupier or Invitee will be required at all times throughout their ownership of the Lot, to take out and maintain insurance for their respective rights and interest (and to produce the policies for inspection by the Corporation in accordance with Clause 9.4 as and when required) in the building and contents of the relevant Lot which includes but is not limited to, any furniture fittings, equipment and goods on and in the Lot and such insurance policy will provide for the full insurable value of any furniture fittings, equipment and goods, and will insure against loss or damage by fire theft lightning explosion tempest riot impact of vehicles earthquake damage by aircraft or articles dropped therefrom water damage flood and rainwater damage and such other risks as the

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Corporation may specify from time to time and in the event of any claim apply the proceeds to such policy towards reinstatement.

- 9.3. Each Lot Owner, Occupier or Invitee will also be required to take out and 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) and such policy shall indemnify the Corporation against any action suit claim or demand of any kind arising from the use by the Lot Owner, Occupier or Invitee of their respective Lots.
- 9.4. The Corporation may at any time require evidence be provided by each Lot Owner of these insurances.
- 9.5. No Lot Owner, Occupier or Invitee will do anything to:
 - 9.5.1. void any insurance; or
 - 9.5.2. increase the premium payable for any insurance;
 maintained by the Corporation.

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. Corporation May Inspect Lots

- 10.3.1. 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

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installations or equipment (at the Owner's expense if leakages or defects were due to the act or default of the Owner).

10.3.2. 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.

10.4. Changes in Ownership

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

10.5. Offences

10.5.1. 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.

10.5.2. 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

11.1. The management committee of the Corporation, subject to Clause 11.2 below, 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.

11.2. Clauses 2.2.3, 2.2.4 and 2.3.1 must not be altered or deleted without the prior written consent of the Lot Encumbrancee.

12. Contact Details

A Lot Owner must notify the Corporation:-

13.1 of the Lot Owner's telephone and any facsimile contact number;

13.2 of the telephone and any facsimile contact numbers of any occupier of the Lot where the Occupier is not the Lot Owner;

13.3 immediately of any change in the ownership of the Lot, or any change in the

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address, telephone and facsimile contact numbers of the Lot Owner or Occupier of the Lot.

13. Recovery of Amounts Due

- 13.1. 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.
- 13.2. 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.
- 13.3. 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.
- 13.4. 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.
- 13.5. 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.
- 13.6. The Lot Owner acknowledges that the Corporation will be entitled, by virtue of this By-Law 13, to lodge a caveat against the certificate(s) of title for the relevant Lot, giving notice of the provisions of this By-Law 13.
- 13.7. Subject to the provisions of this By-Law 13, the provisions of the *Law of Property Act* 1936 will apply to this Agreement as if it were a mortgage by deed.

14. Indemnity and Release A person bound by these By-Laws will:

- 14.1. indemnify and hold harmless the Corporation from and against all or any actions,

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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;

14.2. 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.

15. 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.

16. 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.

17. 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.

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ANNEXURE A

COPY OF PROPOSED ENCUMBRANCE

MEMORANDUM OF ENCUMBRANCE

CERTIFICATE(S) OF TITLE BEING ENCUMBERED

THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE VOLUME ## FOLIO ##

ESTATE AND INTEREST

ENCUMBRANCES

ESTATE IN FEE SIMPLE

AGREEMENT ###

ENCUMBRANCER (Full Name and Address)

of

ENCUMBRANCEE (Full Name and Address and Mode of Holding)

ST CLAIR JV NOMINEE PTY LTD A.C.N. 135 422 703 of C/- 1 Brocas Avenue, Woodville SA 5011

OPERATIVE CLAUSE

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND ABOVE DESCRIBED ("THE SAID LAND") FOR THE BENEFIT OF THE ENCUMBRANCEE SUBJECT TO THE ENCUMBRANCES AND OTHER INTERESTS AS SHOWN HEREON WITH AN ANNUITY OR RENT CHARGE OF:

- | | |
|---|--|
| (a) Insert the amount of the annuity or rent charge | (a) TEN CENTS (10c) |
| (b) State the term of the annuity or rent charge. If for life use the words "during his or her lifetime" | (b) TO BE PAID TO THE ENCUMBRANCEE ANNUALLY AS A YEARLY RENTAL CHARGE FOR A TERM OF 99 YEARS FROM THE DATE HEREOF |
| (c) State the times appointed for payment of the annuity or rent charge. Any special covenants may be inserted on page 2. | (c) AT THE TIMES AND IN THE MANNER FOLLOWING: ON THE THIRTIETH DAY OF JUNE IN EACH AND EVERY YEAR THE FIRST OF SUCH PAYMENTS TO BE MADE (IF DEMANDED) ON THE THIRTIETH DAY OF JUNE NEXT OCCURRING AFTER THE DATE OF EXECUTION OF THIS INSTRUMENT |

AND THE OWNER ALSO ENCUMBERS THE ESTATE AND INTEREST IN THE SAID LAND ABOVE DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE WITH THE PERFORMANCE AND OBSERVANCE OF THE COVENANTS BY THE OWNER HEREIN CONTAINED ("THE COVENANTS") (THE BURDEN ON PROVING THE PERFORMANCE AND OBSERVANCE OF WHICH SHALL BE BORNE BY THE OWNER)

PROVIDED THAT THE ENCUMBRANCEE SHALL NOT DEMAND PAYMENT OF THE SAID RENTAL CHARGE IF AND SO LONG AS THE OWNER AND THE OWNER'S SUCCESSORS IN TITLE SHALL DULY PERFORM AND OBSERVE ALL OF THE COVENANTS

AND PROVIDED FURTHER THAT NONE OF THE FOREGOING PROVISIONS FOR OR IN RESPECT OF THE PAYMENT OF THE SAID ANNUITY OR YEARLY RENT CHARGE SHALL IN ANY WAY AFFECT OR PREJUDICE THE RIGHTS OF THE ENCUMBRANCEE OR ANY OTHER PERSON CLAIMING UNDER THE ENCUMBRANCE AS PURCHASER OF ANY PART OR PARTS OF THE WHOLE OF THE LAND COMPRISED IN THE DEVELOPMENT ZONE TO AN INJUNCTION TO PREVENT OR RESTRAIN ANY BREACH OF THE COVENANTS OR TO DAMAGES FOR SUCH BREACH

THE OWNER FOR ITSELF AND ITS SUCCESSORS IN TITLE HEREBY COVENANTS WITH THE ENCUMBRANCEE AS PROPRIETOR OF AND ALL OTHER PERSONS CLAIMING UNDER THE ENCUMBRANCE AS PURCHASERS OF ANY PART OR PARTS OF THE DEVELOPMENT ZONE THAT THE BURDEN OF THE COVENANTS SHALL BE BINDING ON THE SAID LAND AND EACH AND EVERY PART THEREOF AND OF ALL SUCCESSIVE OWNERS, OCCUPIERS, TRANSFEREES AND TENANTS THEREOF TO THE INTENT THAT THE BENEFIT OF THE COVENANTS SHALL BE ANNEXED TO AND DEVOLVE WITH EACH AND EVERY PART OF THE SAID DEVELOPMENT ZONE OTHER THAN THE SAID LAND HEREBY ENCUMBERED.

IT IS COVENANTED BETWEEN THE OWNER AND ENCUMBRANCEE as follows:

1.0 Owner's Covenants

The Owner covenants with the Encumbrancee that:

- 1.1 The Owner will not use or allow to be used the said land or any part thereof for any purpose other than for residential purposes.
- 1.2 The Owner will not erect or allow to be erected more than one dwelling on the said land without the prior written approval of the Encumbrancee.
- 1.3 The Owner will not erect, install, make or carry out, or allow to be erected, installed, made or carried out any:
 - 1.3.1 building or structure (including a fence or wall of any nature whatsoever) in or over the said land or any part thereof except in accordance with plans and a schedule of materials which are sufficient to outline the building or structure and which have received the prior written approval of the Encumbrancee as having complied with the "Urban Design Guidelines" and the "Building Envelope Plan" provided to the first Owner as an annexure to the original contract for the sale and purchase of the said land, copies of which may be obtained during normal business hours from the Encumbrancee; or
 - 1.3.2 site works (including fencing, any excavation, any levelling or filling or any retaining wall or any driveway or any rainwater tank) on or about the said land or any part thereof except in accordance with plans which are sufficient to outline the works and which have received the prior written approval of the Encumbrancee,

PROVIDED THAT the Encumbrancee will not unreasonably or capriciously refuse or withhold or delay any such approval but a refusal or delay shall not be deemed unreasonable or capricious if in the Encumbrancee's reasonable opinion the proposed works do not conform with the Urban Design Guidelines (including any requirement that the said land be connected to, or is capable of being connected to, a provider of Recycled Water) or the Building Envelope Plans prepared and amended from time to time by the Encumbrancee in respect of lands within the Development Zone or the proposed works are undesirable by reason of the effect that they would have upon the development, appearance, health or amenity of the neighbourhood of which the said land forms part or any part of it.

- 1.4 The Owner will not allow any undue delay to occur in the commencement or in the completion of any work approved by the Encumbrancee and will not allow any variation to such work as approved to occur other than in accordance with the terms of any subsequent written approval of the Encumbrancee given before such variation is commenced.
- 1.5 The Owner will not obstruct or do anything which would prevent or hinder the Encumbrancee its servants agents or contractors from entering the said land for the purpose of remedying any breach by the Owner of its obligations under this Encumbrance of which breach at least 14 days notice in writing has been given to the Owner and which breach has not then been remedied.
- 1.6 The Owner shall not divide the said land or allow the said land to be divided without the prior written approval of the Encumbrancee.
- 1.7 The Owner will not cause or permit any building works to be undertaken on the said land without obtaining professional engineering advice and design works in respect of such building works.
- 1.8 The Owner will not cause or permit the said land to be resold or advertised for sale unless a dwelling has been constructed thereon or unless the Encumbrancee has consented in writing to such resale and/or advertising, which approval may be refused at the absolute discretion of the Encumbrancee, without ascribing any reason therefore.
- 1.9 Without in anyway limiting clause 1.8, if the Encumbrancee consents to the transfer of vacant land the Owner will not transfer or otherwise dispose of his estate and interest in the land without:
 - 1.9.1 first obtaining from the intending purchaser or transferee the execution of an encumbrance that complies in all respects with the terms and conditions contained herein or in the letter of approval by the Encumbrancee to the transfer of the land to be prepared by the Encumbrancee's solicitors at the cost of the Owner and lodged with the Lands Titles Office after the transfer of the land but before any mortgage; and
 - 1.9.2 the Owner remedying all breaches or defaults and paying all monies payable under the Encumbrance (if any) by the Owner under this Encumbrance prior to the transfer.

at the cost in all things of the Owner including stamp duty and registration fees and any legal or other costs incurred by the Encumbrancee to prepare, execute, attend settlement and register the Memorandum of Encumbrances contemplated above.
- 1.10 The Owner will not permit the said land to remain vacant for more than 12 months from the date hereof or such other latter date as the Encumbrancee may advise the Owner in writing by which date the Owner must substantially commence construction of a dwelling on the said land in accordance with plans and specifications approved by the Encumbrancee.
- 1.11 If the Owner shall make any default under sub-clause 1.10 the Encumbrancee may give to the Owner notice in writing to make good such default by commencing and proceeding with or completing (as the case may require) the erection of such dwelling in accordance with the plans and specifications approved by the Encumbrancee without any delay and if the Owner shall fail for one calendar month to comply with such notice then and in any such case the Encumbrancee may forthwith at any time whilst such default continues and without prejudice to any other power right or remedy sell in exercise of its power of sale the said land in such manner and for such price and upon such terms and conditions as it may think fit and in addition thereto the Encumbrancee shall at any time whilst any such default continues have the option of repurchasing from the Owner the said land (and any partly erected building thereon) at a price equal to the total of:
 - 1.11.1 90% of the price paid for the said land by the Owner to the SAJC or previous Owner; and
 - 1.11.2 90% of the market value if any (as at the date of the exercise of the option) of any partly or wholly erected building or fixture or improvement thereon and complying in all respects with the approved given under clause 1.3 erected affixed or made at the expense of the Owner such value to be determined by the valuation of a licensed valuer nominated by the President or Acting President for the time being of the Australian Institute of Land Valuers and Economists Incorporated (SA Division) at the request of the Encumbrancee and whose costs shall be borne by the Owner;

with a settlement date being 30 days after the determination of the price and otherwise on the same terms and conditions as the contract of sale made between the SAJC as vendor and the Owner as purchaser.

1.12 The Owner will pay to the Encumbrancee on demand all costs (including legal costs) and expenses incurred by the Encumbrancee its servants agents or contractors in respect of any breach by the Owner of its obligations under this Encumbrance and any action taken to remedy the same. All such costs and expenses may be recovered in any court of competent jurisdiction or deducted from the price paid for the land in accordance with clause 1.11 in addition to all other powers and rights available to the Encumbrancee hereunder.

AND the Owner acknowledges for himself and his successors in title that:

- 1.12.1 the foregoing covenants are entered into and undertaken for the purposes of the Encumbrancee's scheme of development for the lands comprised in the Development Zone; and
- 1.12.2 that the Encumbrancee has declared and undertaken that they have required and will require from each purchaser of the lands comprised in the Development Zone as a condition of its sale of those lands a Memorandum of Encumbrance in substantially similar form to this instrument and containing the same or substantially similar covenants and other stipulations.

1.13 If at any time prior or after the date of this Encumbrance, the Encumbrancee has installed, constructed or erected upon the said land any fixture, wall or fence of any nature whatsoever ("the entry statement") as an entry statement for any part of the Encumbrancee's scheme of development for the Development Zone, the Owner must not without the prior written approval of the Encumbrancee:-

- 1.13.1 demolish or alter the entry statement in any way (including by changing or removing any colours of or lettering comprised in the entry statement);
- 1.13.2 allow any graffiti on or non-structural damage to or want of repair of the entry statement to remain unremedied for a period of longer than fourteen (14) days after the Owner becomes aware of the existence of such graffiti, non-structural damage to or want of repair; or
- 1.13.3 fail to properly maintain the entry statement including by way of:-
 - maintaining any painting, colours and lettering of the entry statement;
 - removing any graffiti; and
 - repairing any non-structural damage occurring to the entry statement.

1.14 The Owner shall not allow upon the said land any transportable dwelling house or any other caravan or other temporary dwelling unless first approved in writing by the Encumbrancee.

1.15 The Owner shall not allow any dwelling, building, improvement or structure on the said land to become in a state of disrepair, worn out, decadent or unattractive having regard to the general standard of other dwellings, buildings, improvements and structures on allotments in the Development Zone.

2.0 Waiver of this Encumbrance

The Encumbrancee may from time to time in its absolute discretion modify waive or release any of the Covenants and other stipulations herein contained or implied and no such waiver or modification of release shall release the Owner or its successors in title from the covenants and other stipulations contained and implied in this Encumbrance.

3.0 Waiver/Discharge of other Encumbrances

The Encumbrancee may from time to time in its absolute discretion:

- 3.1 modify waive or release any of the covenants and other stipulations expressed or implied in any Memorandum of Encumbrance or other instrument whatsoever relating to any other land in the Development Zone and whether the same were entered into or imposed before or at the same time as or after the date hereof and no such modification or waiver or release shall release the Owner from the covenants and other stipulations herein contained and implied; or
- 3.2 discharge one or more of the Memoranda of Encumbrance registered over the land in the Development Zone or transfer one or more of such Memoranda to such body or bodies as it in its absolute discretion deem fit;

AND it is hereby acknowledged and agreed that the Encumbrancee will not be liable for any loss or damage suffered by the Owner for or on account of or in any way whatsoever arising out of or connected with any non-observance of or any failure to enforce any other provisions of this Encumbrance or of any other encumbrance and the Owner will indemnify and keep indemnified the Encumbrancee and their respective agents and servants from and against all claims for any such loss or damage.

4.0 Notices

- 4.1 Any notice or demand to be given to or made upon the Owner hereunder may be given or made by posting or delivering the same in writing signed by any officer of or solicitor or agent for and on behalf of the Encumbrancee to or at the address of the Owner appearing on the front page of this Encumbrance or the last known place of abode or business of the Owner or by posting the same at any Post Office in an envelope directed to the Owner at any address aforesaid.
- 4.2 Any notice to be given to or served upon the Encumbrancee may be given or served by delivering the same at or sending the same through the Post Office addressed to the Encumbrancee at its principal office for the time being in Adelaide.
- 4.3 Any notice posted as aforesaid shall be deemed to have been received 48 hours after the time of posting.

5.0 Definitions and Interpretation

In this Encumbrance:

- 5.1 **Development Zone** means the land formerly comprised in Certificate of Title Volume 6036 Folio 486;
- 5.2 **The Owner** includes the Encumbrancer and the registered owner for the time being, and each successive registered proprietor of the land;
- 5.3 **Recycled Water** means non-potable, reclaimed, recycled or reused water or any combination of these and may include any combination of these with potable water or rainwater, provided that the quality of such Recycled Water will not be less than Class A as classified by the South Australian Reclaimed Water Guidelines;
- 5.4 **SAJC** means the South Australian Jockey Club Incorporated;
- 5.5 A reference to a party includes the heirs, executors, successors or assignors of that party;
- 5.6 If there shall be more than one person responsible hereunder as the Owner or as a successor in title to the Owner, the liability of each of such person or persons shall be both joint and several;
- 5.7 Unless repugnant to the context words importing any particular gender shall include all other genders and words importing the singular number shall include the plural and vice versa;
- 5.8 Headings are used for convenience of reference only and shall not affect the interpretation or construction of this Encumbrance.

AND subject as aforesaid the Encumbrancee shall be entitled to all the powers rights and remedies given to encumbrances by the Real Property Act 1886 (as amended).

6.0 Severance

Each word, phrase, sentence and clause (a "provision") of this Encumbrance is severable and if a court determines that a provision is unenforceable, illegal or void the court may sever that provision and such severance will not affect the other provisions of this Encumbrance.

7.0 Sunset Clause

7.1 The rights and obligations of the Encumbrancee will cease upon the earlier of the following:

7.1.1 One (1) year from the date the last residential allotment in the Development Zone is transferred from the SAJC to a third party; or

7.1.2 1 January 2016

7.2 for the avoidance of doubt it is expressly stated that the rights and obligations of the Owner of any land in the Development Zone will continue despite Clause 7.1.

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE in accordance with the terms and conditions expressed herein/in Memorandum No. _____ subject to such exclusions and amendments specified herein.

*Delete the inapplicable

DATED THEDAY OF20

EXECUTION

.....
Signature of ENCUMBRANCER

.....
Signature of WITNESS – Signed in my presence by the ENCUMBRANCER who is either personally known to me or has satisfied me as to his or her identity. A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing.

.....
Print Full Name of Witness (BLOCK LETTERS)

.....
Address of Witness
Business Hours Telephone No:

.....
Signature of ENCUMBRANCER

.....
Signature of WITNESS – Signed in my presence by the ENCUMBRANCER who is either personally known to me or has satisfied me as to his or her identity. A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing.

.....
Print Full Name of Witness (BLOCK LETTERS)

.....
Address of Witness
Business Hours Telephone No:

* NB A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

MEMORANDUM OF ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE &
STAMP DUTY PURPOSES ONLY**

Prefix
E
Series No.
2

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886

Solicitor/Registered Conveyancer/Encumbrancee

AGENT CODE

Lodged by:

Correction to:

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

1.
2.
3.
4.

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1.
2.
3.
4.

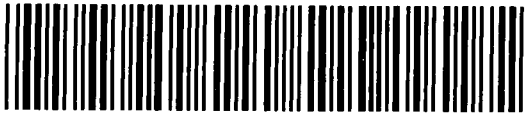
DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE
UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE

CORRECTION	PASSED
REGISTERED	
REGISTRAR-GENERAL	

ENCUMBRANCES

E 11905059



12:47 12-Mar-2013

Single Copy Only

3 of 4

Fees: \$144.00

E

Series No.

3

\$144 -

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

MEMORANDUM OF ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE &
STAMP DUTY PURPOSES ONLY**

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886

~~Solicitor/Registered Conveyancer/Encumbrancer~~

GEORGINA CLAIRE SILZ

AGENT CODE

Lodged by:

NATA 58

Correction to: FINLAYSONS

FINL

GXS: 421290/200 - Lot 31

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

1.
2.
3.
4.

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1.
2.
3.
4.

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

ITEM(S)	AGENT CODE

CORRECTION	PASSED
REGISTERED	22 MAR 2013

[Signature]

pro

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE in accordance with the terms and conditions expressed herein/~~in Memorandum No~~ subject to such exclusions and amendments specified herein.

*Delete the inapplicable

DATED 19/01/2013

EXECUTION

Signature of ENCUMBRANCER

Signature of WITNESS – Signed in my presence by the ENCUMBRANCER who is either personally known to me or has satisfied me as to his or her identity. A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing.

GLEN JAMES PARKINSON
Print Full Name of Witness (BLOCK LETTERS)

40 DOVER ST,
MALVERN S.A. 5061
Address of Witness
Business Hours Telephone No 08/8271 1518

Signature of ENCUMBRANCER

Signature of WITNESS – Signed in my presence by the ENCUMBRANCER who is either personally known to me or has satisfied me as to his or her identity. A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing.

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Print Full Name of Witness (BLOCK LETTERS)

40 DOVER ST,
MALVERN S.A. 5061
Address of Witness
Business Hours Telephone No 08/8271 1518

* NB A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing

MEMORANDUM OF ENCUMBRANCE

CERTIFICATE(S) OF TITLE BEING ENCUMBERED

LOT 31 IN CP 27629 BEING ^{PORTION}~~WHOLE~~ OF THE LAND COMPRISED IN CERTIFICATE OF
 TITLE VOLUME ⁵⁸⁸³~~6003~~ FOLIO ²⁵⁴~~399-399~~
 NOW ⁶¹⁰⁷~~6107~~ the whole of the land in CT

ESTATE AND INTEREST

ENCUMBRANCES

ESTATE IN FEE SIMPLE

AGREEMENT NO.11844783

ENCUMBRANCER (Full Name and Address)

ARRON DONALD STRAWBRIDGE and SALLY JANE STRAWBRIDGE both of 39
 Somerset Avenue, Cumberland Park SA 5041

ENCUMBRANCEE (Full Name and Address and Mode of Holding)

ST CLAIR JV NOMINEE PTY LTD A.C.N. 135 422 703 of C/- 226 Greenhill Road, Eastwood
 SA 5063

OPERATIVE CLAUSE

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST
 IN THE LAND ABOVE DESCRIBED ("THE SAID LAND") FOR THE
 BENEFIT OF THE ENCUMBRANCEE SUBJECT TO THE
 ENCUMBRANCES AND OTHER INTERESTS AS SHOWN HEREON
 WITH AN ANNUITY OR RENT CHARGE OF:

(a) Insert the amount of the annuity or rent charge

(a) TEN CENTS (10c)

(b) State the term of the annuity or rent charge.
 If for life use the words "during his or her lifetime"

(b) TO BE PAID TO THE ENCUMBRANCEE ANNUALLY AS A
 YEARLY RENTAL CHARGE FOR A TERM OF 99 YEARS
 FROM THE DATE HEREOF

(c) State the times appointed for payment of the
 annuity or rent charge. Any special covenants may
 be inserted on page 2.

(c) AT THE TIMES AND IN THE MANNER FOLLOWING: ON THE
 THIRTIETH DAY OF JUNE IN EACH AND EVERY YEAR THE
 FIRST OF SUCH PAYMENTS TO BE MADE (IF DEMANDED)
 ON THE THIRTIETH DAY OF JUNE NEXT OCCURRING
 AFTER THE DATE OF EXECUTION OF THIS INSTRUMENT

AND THE OWNER ALSO ENCUMBERS THE ESTATE AND
 INTEREST IN THE SAID LAND ABOVE DESCRIBED FOR THE
 BENEFIT OF THE ENCUMBRANCEE WITH THE PERFORMANCE
 AND OBSERVANCE OF THE COVENANTS BY THE OWNER
 HEREIN CONTAINED ("THE COVENANTS") (THE BURDEN ON
 PROVING THE PERFORMANCE AND OBSERVANCE OF WHICH
 SHALL BE BORNE BY THE OWNER)

PROVIDED THAT THE ENCUMBRANCEE SHALL NOT DEMAND PAYMENT OF THE SAID RENTAL CHARGE IF AND SO LONG AS THE OWNER AND THE OWNER'S SUCCESSORS IN TITLE SHALL DULY PERFORM AND OBSERVE ALL OF THE COVENANTS

AND PROVIDED FURTHER THAT NONE OF THE FOREGOING PROVISIONS FOR OR IN RESPECT OF THE PAYMENT OF THE SAID ANNUITY OR YEARLY RENT CHARGE SHALL IN ANY WAY AFFECT OR PREJUDICE THE RIGHTS OF THE ENCUMBRANCEE OR ANY OTHER PERSON CLAIMING UNDER THE ENCUMBRANCE AS PURCHASER OF ANY PART OR PARTS OF THE WHOLE OF THE LAND COMPRISED IN THE DEVELOPMENT ZONE TO AN INJUNCTION TO PREVENT OR RESTRAIN ANY BREACH OF THE COVENANTS OR TO DAMAGES FOR SUCH BREACH

THE OWNER FOR ITSELF AND ITS SUCCESSORS IN TITLE HEREBY COVENANTS WITH THE ENCUMBRANCEE AS PROPRIETOR OF AND ALL OTHER PERSONS CLAIMING UNDER THE ENCUMBRANCE AS PURCHASERS OF ANY PART OR PARTS OF THE DEVELOPMENT ZONE THAT THE BURDEN OF THE COVENANTS SHALL BE BINDING ON THE SAID LAND AND EACH AND EVERY PART THEREOF AND OF ALL SUCCESSIVE OWNERS, OCCUPIERS, TRANSFEREES AND TENANTS THEREOF TO THE INTENT THAT THE BENEFIT OF THE COVENANTS SHALL BE ANNEXED TO AND DEVOLVE WITH EACH AND EVERY PART OF THE SAID DEVELOPMENT ZONE OTHER THAN THE SAID LAND HEREBY ENCUMBERED.

IT IS COVENANTED BETWEEN THE OWNER AND ENCUMBRANCEE as follows:

1.0 Owner's Covenants

The Owner covenants with the Encumbrancee that:

- 1.1 The Owner will not use or allow to be used the said land or any part thereof for any purpose other than for residential purposes.
- 1.2 The Owner will not erect or allow to be erected more than one dwelling on the said land without the prior written approval of the Encumbrancee.
- 1.3 The Owner will not erect, install, make or carry out, or allow to be erected, installed, made or carried out any:
 - 1.3.1 building or structure (including a fence or wall of any nature whatsoever) in or over the said land or any part thereof except in accordance with plans and a schedule of materials which are sufficient to outline the building or structure and which have received the prior written approval of the Encumbrancee as having complied with the "Urban Design Guidelines" and the "Building Envelope Plan" provided to the first Owner as an annexure to the original contract for the sale and purchase of the said land, copies of which may be obtained during normal business hours from the Encumbrancee; or
 - 1.3.2 site works (including fencing, any excavation, any levelling or filling or any retaining wall or any driveway or any rainwater tank) on or about the said land or any part thereof except in accordance with plans which are sufficient to outline the works and which have received the prior written approval of the Encumbrancee,

PROVIDED THAT the Encumbrancee will not unreasonably or capriciously refuse or withhold or delay any such approval but a refusal or delay shall not be deemed unreasonable or capricious if in the Encumbrancee's reasonable opinion the proposed works do not conform with the Urban Design Guidelines (including any requirement that the said land be connected to, or is capable of being connected to, a provider of Recycled Water) or the Building Envelope Plans prepared and amended from time to time by the Encumbrancee in respect of lands within the Development Zone or the proposed works are undesirable by reason of the effect that they would have upon the development, appearance, health or amenity of the neighbourhood of which the said land forms part or any part of it.

- 1.4 The Owner will not allow any undue delay to occur in the commencement or in the completion of any work approved by the Encumbrancee and will not allow any variation to such work as approved to occur other than in accordance with the terms of any subsequent written approval of the Encumbrancee given before such variation is commenced.
- 1.5 The Owner will not obstruct or do anything which would prevent or hinder the Encumbrancee its servants agents or contractors from entering the said land for the purpose of remedying any breach by the Owner of its obligations under this Encumbrance of which breach at least 14 days notice in writing has been given to the Owner and which breach has not then been remedied.
- 1.6 The Owner shall not divide the said land or allow the said land to be divided without the prior written approval of the Encumbrancee.
- 1.7 The Owner will not cause or permit any building works to be undertaken on the said land without obtaining professional engineering advice and design works in respect of such building works.
- 1.8 The Owner will not cause or permit the said land to be resold or advertised for sale unless a dwelling has been constructed thereon or unless the Encumbrancee has consented in writing to such resale and/or advertising, which approval may be refused at the absolute discretion of the Encumbrancee, without ascribing any reason therefore.
- 1.9 Without in anyway limiting clause 1.8, if the Encumbrancee consents to the transfer of vacant land the Owner will not transfer or otherwise dispose of his estate and interest in the land without:
 - 1.9.1 first obtaining from the intending purchaser or transferee the execution of an encumbrance that complies in all respects with the terms and conditions contained herein or in the letter of approval by the Encumbrancee to the transfer of the land to be prepared by the Encumbrancee's solicitors at the cost of the Owner and lodged with the Lands Titles Office after the transfer of the land but before any mortgage; and
 - 1.9.2 the Owner remedying all breaches or defaults and paying all monies payable under the Encumbrance (if any) by the Owner under this Encumbrance prior to the transfer.

at the cost in all things of the Owner including stamp duty and registration fees and any legal or other costs incurred by the Encumbrancee to prepare, execute, attend settlement and register the Memorandum of Encumbrances contemplated above.
- 1.10 The Owner will not permit the said land to remain vacant for more than 12 months from the date hereof or such other latter date as the Encumbrancee may advise the Owner in writing by which date the Owner must substantially commence construction of a dwelling on the said land in accordance with plans and specifications approved by the Encumbrancee.
- 1.11 If the Owner shall make any default under sub-clause 1.10 the Encumbrancee may give to the Owner notice in writing to make good such default by commencing and proceeding with or completing (as the case may require) the erection of such dwelling in accordance with the plans and specifications approved by the Encumbrancee without any delay and if the Owner shall fail for one calendar month to comply with such notice then and in any such case the Encumbrancee may forthwith at any time whilst such default continues and without prejudice to any other power right or remedy sell in exercise of its power of sale the said land in such manner and for such price and upon such terms and conditions as it may think fit and in addition thereto the Encumbrancee shall at any time whilst any such default continues have the option of repurchasing from the Owner the said land (and any partly erected building thereon) at a price equal to the total of:
 - 1.11.1 90% of the price paid for the said land by the Owner to the SAJC or previous Owner; and
 - 1.11.2 90% of the market value if any (as at the date of the exercise of the option) of any partly or wholly erected building or fixture or improvement thereon and complying in all respects with the approved given under clause 1.3 erected affixed or made at the expense of the Owner such value to be determined by the valuation of a licensed valuer nominated by the President or Acting President for the time being of the Australian Institute of Land Valuers and Economists Incorporated (SA Division) at the request of the Encumbrancee and whose costs shall be borne by the Owner;

with a settlement date being 30 days after the determination of the price and otherwise on the same terms and conditions as the contract of sale made between the SAJC as vendor and the Owner as purchaser.

- 1.12 The Owner will pay to the Encumbrancee on demand all costs (including legal costs) and expenses incurred by the Encumbrancee its servants agents or contractors in respect of any breach by the Owner of its obligations under this Encumbrance and any action taken to remedy the same. All such costs and expenses may be recovered in any court of competent jurisdiction or deducted from the price paid for the land in accordance with clause 1.11 in addition to all other powers and rights available to the Encumbrancee hereunder.

AND the Owner acknowledges for himself and his successors in title that:

- 1.12.1 the foregoing covenants are entered into and undertaken for the purposes of the Encumbrancee's scheme of development for the lands comprised in the Development Zone; and
- 1.12.2 that the Encumbrancee has declared and undertaken that they have required and will require from each purchaser of the lands comprised in the Development Zone as a condition of its sale of those lands a Memorandum of Encumbrance in substantially similar form to this instrument and containing the same or substantially similar covenants and other stipulations.
- 1.13 If at any time prior or after the date of this Encumbrance, the Encumbrancee has installed, constructed or erected upon the said land any fixture, wall or fence of any nature whatsoever ("the entry statement") as an entry statement for any part of the Encumbrancee's scheme of development for the Development Zone, the Owner must not without the prior written approval of the Encumbrancee:-
- 1.13.1 demolish or alter the entry statement in any way (including by changing or removing any colours of or lettering comprised in the entry statement);
- 1.13.2 allow any graffiti on or non-structural damage to or want of repair of the entry statement to remain unremedied for a period of longer than fourteen (14) days after the Owner becomes aware of the existence of such graffiti, non-structural damage to or want of repair; or
- 1.13.3 fail to properly maintain the entry statement including by way of:-
- maintaining any painting, colours and lettering of the entry statement;
 - removing any graffiti; and
 - repairing any non-structural damage occurring to the entry statement.
- 1.14 The Owner shall not allow upon the said land any transportable dwelling house or any other caravan or other temporary dwelling unless first approved in writing by the Encumbrancee.
- 1.15 The Owner shall not allow any dwelling, building, improvement or structure on the said land to become in a state of disrepair, worn out, decadent or unattractive having regard to the general standard of other dwellings, buildings, improvements and structures on allotments in the Development Zone.

2.0 Waiver of this Encumbrance

The Encumbrancee may from time to time in its absolute discretion modify waive or release any of the Covenants and other stipulations herein contained or implied and no such waiver or modification of release shall release the Owner or its successors in title from the covenants and other stipulations contained and implied in this Encumbrance.

3.0 Waiver/Discharge of other Encumbrances

The Encumbrancee may from time to time in its absolute discretion:

- 3.1 modify waive or release any of the covenants and other stipulations expressed or implied in any Memorandum of Encumbrance or other instrument whatsoever relating to any other land in the Development Zone and whether the same were entered into or imposed before or at the same time as or after the date hereof and no such modification or waiver or release shall release the Owner from the covenants and other stipulations herein contained and implied; or
- 3.2 discharge one or more of the Memoranda of Encumbrance registered over the land in the Development Zone or transfer one or more of such Memoranda to such body or bodies as it in its absolute discretion deem fit;

AND it is hereby acknowledged and agreed that the Encumbrancee will not be liable for any loss or damage suffered by the Owner for or on account of or in any way whatsoever arising out of or connected with any non-observance of or any failure to enforce any other provisions of this Encumbrance or of any other encumbrance and the Owner will indemnify and keep indemnified the Encumbrancee and their respective agents and servants from and against all claims for any such loss or damage.

4.0 Notices

- 4.1 Any notice or demand to be given to or made upon the Owner hereunder may be given or made by posting or delivering the same in writing signed by any officer of or solicitor or agent for and on behalf of the Encumbrancee to or at the address of the Owner appearing on the front page of this Encumbrance or the last known place of abode or business of the Owner or by posting the same at any Post Office in an envelope directed to the Owner at any address aforesaid.
- 4.2 Any notice to be given to or served upon the Encumbrancee may be given or served by delivering the same at or sending the same through the Post Office addressed to the Encumbrancee at its principal office for the time being in Adelaide.
- 4.3 Any notice posted as aforesaid shall be deemed to have been received 48 hours after the time of posting.

5.0 Definitions and Interpretation

In this Encumbrance:

- 5.1 **Development Zone** means the land formerly comprised in Certificate of Title Volume 6036 Folio 486;
- 5.2 **The Owner** includes the Encumbrancer and the registered owner for the time being, and each successive registered proprietor of the land;
- 5.3 **Recycled Water** means non-potable, reclaimed, recycled or reused water or any combination of these and may include any combination of these with potable water or rainwater, provided that the quality of such Recycled Water will not be less than Class A as classified by the South Australian Reclaimed Water Guidelines;
- 5.4 **SAJC** means the South Australian Jockey Club Incorporated;
- 5.5 A reference to a party includes the heirs, executors, successors or assignors of that party;
- 5.6 If there shall be more than one person responsible hereunder as the Owner or as a successor in title to the Owner, the liability of each of such person or persons shall be both joint and several;
- 5.7 Unless repugnant to the context words importing any particular gender shall include all other genders and words importing the singular number shall include the plural and vice versa;
- 5.8 Headings are used for convenience of reference only and shall not affect the interpretation or construction of this Encumbrance.

AND subject as aforesaid the Encumbrancee shall be entitled to all the powers rights and remedies given to encumbrances by the Real Property Act 1886 (as amended).

6.0 Severance

Each word, phrase, sentence and clause (a "provision") of this Encumbrance is severable and if a court determines that a provision is unenforceable, illegal or void the court may sever that provision and such severance will not affect the other provisions of this Encumbrance.

7.0 Sunset Clause

- 7.1 The rights and obligations of the Encumbrancee will cease upon the earlier of the following:
 - 7.1.1 One (1) year from the date the last residential allotment in the Development Zone is transferred from the SAJC to a third party; or
 - 7.1.2 1 January 2016
- 7.2 for the avoidance of doubt it is expressly stated that the rights and obligations of the Owner of any land in the Development Zone will continue despite Clause 7.1.

SCHEME DESCRIPTION

Orig. LF 11890340



12:03 8-Feb-2013
2 of 3 Fees: \$0.00

Prefix
LF
Series
No.
2

468

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**

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: ANDREYEV DOMAN SCLA

Correction to: ANDREYEV DOMAN SCLA

15:02 11/02/2013 02-014357
REGISTRATION FEE \$129.00
TRANSACTION FEE \$15.00

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

1. SCHEME DESCRIPTION
2.
3.
4.

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

ITEM(S)	AGENT CODE
SCHEME DESCRIPTION	SCLA

PICK-UP NO.	
CP	
DVI9 C27629	
CORRECTION	PASSED
12/2 .	<i>[Signature]</i>
FILED 26/2/2013	
<i>Mark McNeil</i> PRO REGISTRAR-GENERAL 	

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLE OFFICE		Scheme Description ^{c/26} Development No 252/1427/12
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SCHEME DESCRIPTION

Allotment 427 in DP 876602
~~Lot 427 St Clair Avenue~~ ^{TULLOCH DRIVE}
 St Clair SA 5011

COMMUNITY CORPORATION NO 27629 INCORPORATED

DEVELOPER

SOUTH AUSTRALIAN JOCKEY CLUB INC

ABN 78 740 603 852

GPO BOX 1695

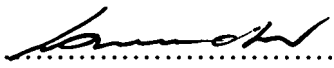
ADELAIDE SA 5001

Form 10

Section 30(1)(ia), 34(2)(e), 39(5a), 47(2)(ka), 50(7)(a)

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

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

.......... (Signed)
 Mary S McGrath
 Level 2/255 Pulteney Street
 Adelaide SA 5000

This Scheme Description should be read in conjunction with the By-Laws for the Development and the Community Titles Act and Regulations 1996 as amended.

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLE OFFICE		Scheme Description <i>C126</i> Development No 252/1427/12
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ANNEXURES

Plan of Community Division

Development Approval: 252/1427/12

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This Scheme Description may only be amended by unanimous resolution of the Community Corporation in accordance with Section 31 of the *Community Titles Act and Regulations*.

1. DEFINITIONS AND INTERPRETATION

- 1.1. The definitions and interpretations set out herein and set out in Section 3 of the *Community Titles Act 1996* shall apply to this Scheme Description and unless the context otherwise requires, the expressions:

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

"Regulations under the Act" means the *Community Titles Act 1996* as amended;

"Council" means The City of Charles Sturt;

"Developer" means South Australian Jockey Club Inc (ABN 78 740 603 852);

"Common Property" means the Common Property created by the Community Plan;

"Singular" includes the plural and vice versa;

"Person" reference includes a firm, body corporate, an association or an authority; words of any gender include every gender. A reference to a person includes a reference to a person's executors, administrators, successors, substitutes (including, without limitation persons taking by notation) and assigns;

"Day" is reference to the period of time commencing at midnight and ending 24 hours later;

"By-laws" means the By-laws filed by the Registrar General in the Lands Titles pursuant to the *Community Titles Act 1996*;

"Occupier" of a Lot includes, if the Lot is unoccupied, the owner of the Land.

- 1.2. If the whole or any part of a provision of this Scheme Description is invalid, unenforceable or illegal, it is severed. The remainder of this Scheme Description will have full force and effect.

2. THE LAND

The subject land of the Proposed Community Title Application comprises Allotment 427 in DP 87602 being the whole of the land comprised in Certificate of Title Register Book Volume 6083 Folio 399.

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLE OFFICE		Scheme Description c126 Development No 252/1427/12
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3. IDENTIFICATION OF THE COMMUNITY PARCEL, LOTS AND COMMON PROPERTY

- 3.1. The development shall create forty (40) vacant Community Lots.
- 3.2. Service infrastructure; including lighting, sewer, water, storm water and electrical reticulation systems, driveway, and any other necessary infrastructure to bring effect to the scheme as contemplated by the Developer and the Council ~~is constructed in the Common Property~~ ^{is constructed in the Common Property} ~~any future approved by~~

4. FUTURE CONSTRUCTION OF DWELLINGS

The construction of dwellings on the Community Lots does not form a condition of this Scheme Description.

5. PURPOSES FOR WHICH THE LOTS MAY BE USED

- 5.1. Each Community ~~Strata~~ Lot is intended for the use of residential purposes only.
- 5.2. Not more than one dwelling may be erected on a Community Lot.
- 5.3. No further division of a Community Lot or Common Property shall be permitted.
- 5.4. No fence, barrier, dwelling, storage shed, garage, carport nor any other structure shall be erected upon or around the Common Property.

6. COMMUNITY CORPORATION TO SUPPLY WATER

- 5.1 The Community Corporation will supply each Community Lot with potable water and grey water under a private supply agreement, the form of which will be as prescribed by the Corporation.
- 5.2 On the common property SA Water will install a water connection and meter for grey water and potable water and the Community Corporation will be billed for the charges and water use attributed to the water supply to each connection.
- 5.3 Each of the respective grey and potable water connections will be connected to private water reticulation systems (potable and grey) installed within the common property and will provide water supply (potable and grey) to each Community Lot.
- 5.4 Each dwelling on its respective lot will be fitted with two private water meters. (portable and grey).
- 5.5. 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 use attributable to the lot.

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLE OFFICE		Scheme Description C126 Development No 252/1427/12
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- 5.6 Water usage will be billed to the respective Community lots by the Community Corporation at the prescribed SA Water rate per unit of water.
- 5.7 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.
- 5.8 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.

7. STANDARD OF BUILDINGS AND OTHER IMPROVEMENTS

- 7.1. For the standard of buildings and other improvements and alterations to the Community ~~Strata Lots~~ and the Common Property which are to be erected or made by the Developer, refer to paragraphs 5 and 7 of this Scheme Description. The standard of buildings and other improvements and alterations to the Community Strata Lots and the Common Property will be in accordance with the Building Code of Australia.
- 7.2. Any additional buildings or improvements, or alterations or additions to existing buildings or improvements, or replacement of existing buildings or improvements, whether on Lots or Common Property, shall be located, designed and constructed in a manner and to a standard consistent with:
 - 7.2.1. the *Development Act 1993*;
 - 7.2.2. the Development Approval of the Council (which Council for the purpose of this Scheme Description is "The City of Charles Sturt"); and
 - 7.2.3. the buildings and improvements undertaken by the Developer.
- 7.3. The standard of the Development and the materials will be a fair average standard or such higher standard as the Developer may determine in its absolute discretion and in a manner consistent with any Development Approval of the Council.

8. DEVELOPMENT OBLIGATIONS TO DEVELOP THE COMMUNITY LOTS

- 8.1. 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.
- 8.2. The standard of the Development performed by the Developer and the materials used on the Community Lots will be a fair average standard or such higher standard as the Developer in its absolute discretion may determine.

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLE OFFICE		Scheme Description c126 Development No 252/1427/12
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9. DEVELOPMENT OBLIGATIONS TO IMPROVE OR DEVELOP THE COMMON PROPERTY

9.1. It is intended that the Common Property will be comprised of any one or more of the following:-

9.1.1. the design and construction of the Driveway upon the Common Property shall be of such a minimum average standard as required by the Council for a Development of this nature.

9.1.2. the minimum standard of the works and materials used in construction is in accordance with the Final Approved Construction Plans prepared by the Developers Engineers and approved by Council;

* 9.1.3. On the Common Property shown in the Proposed Community Division Plan attached hereto, ~~the Developer shall construct a driveway and install the service infrastructure and all other things necessary to comply with the conditions of approval for the Community Division granted the "The Council" in Development Approval No 252/1427/12;~~ ^{all works by any future Developer including the construction of} ~~require the approval by the Council.~~

9.1.4. The Development of the Common Property will commence within twelve (12) months of the date of Planning Decision Notification and will be completed within 12 months of the commencement of the works.

10. CONDITIONS OF DEVELOPMENT IMPOSED PURSUANT TO THE DEVELOPMENT ACT, 1993

* 10.1. The division of the Community Parcel into the Community ~~Strata~~ Lots and Common Property and any Development upon the Community Strata Lots and the Common Property shall be:

10.1.1. designed and constructed in a manner consistent with the Development Approval of the Council; and

10.1.2. completed in accordance with the conditions of the Development Approval of the Council.

11. STAGING OF DEVELOPMENT

There shall be no staging of development on the Community Parcel.

12. SERVICING

Rubbish Collection

11.1 The Occupiers of the respective Community Lots must provide a garbage bin for the

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLE OFFICE		Scheme Description c126 Development No 252/ 1427 /12
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storage of garbage upon their lots.

- 11.2 After the completion of the dwellings contemplated by this scheme description, garbage bins shall be stored within the designated storage areas for each dwelling outside of waste collection time.
- 11.3 Bins will be collected from the following locations and must be presented to these locations on the day of waste collection time:-
 - 11.3.1 Dwellings 1-9, 13, 14, 27-40 facing into laneway directly in front of the driveway of each dwelling respectively;
 - 11.3.2 Dwellings 10, 12, 15 and 16 facing onto laneway aligned along the side of Carpark 9;
 - 11.3.3 Dwellings 18-26 facing onto Tulloch Drive and aligned adjacent to dwelling 26;
 - 11.3.4 Dwellings 11 and 17 facing onto St Clair Avenue adjacent to the front of Dwelling 11.

External Lighting

- 11.4 All external lighting connected to light-sensor switches within the development must be maintained and operational at all times.
- 11.5 The maintenance of the lights is to be the responsibility of the residents of the dwellings upon which the lights are mounted.
- 11.6 The light-sensors must not be tampered with.

ENDORSEMENT BY THE RELEVANT DEVELOPMENT AUTHORITY

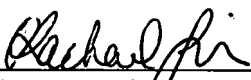
The City of Charles Sturt hereby endorses this scheme description in accordance with Section 3(11) of the *Community Titles Act 1996* and confirms that:

1. All the consents or approvals required under the *Development Act 1993* in relation to the division of land (and a change in the use of land (if any)) in accordance with this scheme description and the relevant plan of community division under the *Community Titles Act 1996* have been granted.
2. This endorsement does not limit the Council's (or other relevant development authorities) right to refuse or place conditions on development approvals under the *Development Act 1993* in relation to other development envisaged by this scheme description or other authorizations still required.
3. In this regard you are reminded that provisional development plan consent and provisional building rules consent is still required for improvements and usage for each community strata lot and other forms of development (as defined in the *Development Act 1993*) that have not to date received all the required consents. Similarly, other forms of development (as defined in the *Development Act, 1993*) that have not been discussed in this scheme description will require an application to be lodged with the relevant planning authority for the necessary consents.

This Scheme Description is endorsed by the City of Charles Sturt as the relevant planning authority.

CITY OF CHARLES STURT

Per:



Signature of Authorised Officer

Rachael Finn

Name of Authorised Officer

29/10/2012

Date of Consent

TERMS OF INSTRUMENT NOT CHECKED BY LANDS TITLE OFFICE		Scheme Description C126 Development No 252/1427/12
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ANNEXURE A

COPY OF COMMUNITY PLAN NO 27629

COPY OF DECISION NOTIFICATION FORM(S)

Decision Notification Form

Development Number

252/1427/12

To: Xtraordinary Constructions
PO Box 822
TWO WELLS SA 5501

For Development Application
Dated: 16/07/2012
Registered: 18/07/2012
DAC Reference: N/A

Location of Proposed Development: Lot 427 St Clair Avenue ST CLAIR SA 5011
Lot 427 DP 87602 Vol 6083 Fol 399

Nature of Proposed Development: Three three storey residential flat buildings comprising a total of forty dwellings and associated internal driveways and carparking spaces.

In respect of this proposed development you are informed that:

Nature of Decision	Decision	Number of Conditions	Decision Date
Development Plan Consent	Granted	10	24/09/2012
Land Division			
Building Rules Consent granted by Council - CCS	Required		
Public Space			
Other			
Development Approval	Required		

2 Representation(s) from third parties concerning your category 2 proposal were received. If there were third party representations, any consent/approval or consent/approval with conditions does not operate until the periods specific in the Act have expired. Reasons for this decision, any conditions imposed, and the reasons for imposing those conditions are set out on the attached sheet.

No work can commence on this development unless a Development Approval has been obtained. You must not start any site works or building work or change the use of the land until you have also received notification of a Development Approval.

- ☐ Development Assessment Commission or delegate
- ☒ Council Chief Executive or delegate
- ☒ Sheets attached



Signed:

(Our Ref: 252/1427/12)

City of Charles Sturt 72 Woodville Road, Woodville, South Australia 5011 T 08 8408 1111 F 08 8408 1122 www.charlessturt.sa.gov.au

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 1106.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Rachael Finn', written in a cursive style.

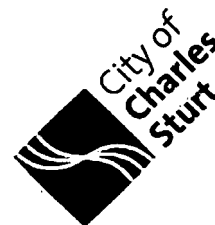
Rachael Finn
Development Officer - Planning

RF:JP

Encl

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



25 September 2012

Xtraordinary Constructions
PO Box 822
TWO WELLS SA 5501

Dear Sir/Madam

Development Application No	252/1427/12
Applicant	Xtraordinary Constructions
Proposal	Three three storey residential flat buildings comprising a total of forty dwellings and associated internal driveways and carparking spaces.
Subject Land	Lot 427 St Clair Avenue ST CLAIR SA 5011 Lot 427 DP 87602 Vol 6083 Fol 399

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.

(Our Ref: 252/1427/12)



Development Plan Consent for 252/1427/12

A. Reason for Decision

The Panel has read and considered the report prepared by the Development Officer (Planning) dated 19 September 2012 and agrees with the assessment outlined in that report.

B. That pursuant to Section 35 (2) of the Development Act, 1993, the proposal is not seriously at variance with the relevant provisions of the Charles Sturt (City) Development Plan consolidated 5 July 2012.

C. Reserved Matters

The following detailed information shall be submitted for further assessment and approval by the Manager Planning and Development as delegate of the DAP as reserved matters under Section 33(3) of the Development Act 1993:

(a) Stormwater management and finished floor levels

A stormwater and site management plan demonstrating adequate stormwater disposal off the subject site to Council's stormwater system without impact on adjoining properties. As part of this plan it should be demonstrated that finished floor level are 300mm above the water table. On-site retention is not required in this instance due to the properties being in a locality where a 'lilac pipe' recycled water scheme exists. Any stormwater plans should show a connection to the lilac pipe.

As per advice from the Department of Planning, Transport and Infrastructure no stormwater shall be directed or discharged onto the rail corridor held by the Minister for Transport to the south west of the site.

(b) Revised traffic details should be provided by the applicant which meet Council's Engineering and Open Space Guidelines and Australian Standards, this includes the following:

- Garages for dwellings 18 to 40 should be shown with 2.7m wide garage door ways;
- All visitor spaces are to be equipped with wheel stops;
- Clear access to 'ETSA' infrastructure if this is required;
- The parking area for motorbikes and pushbikes to be furnished with bike racks and line marked appropriately;
- Kerbing on the inside of the bend near parking bays 5 - 8 are mountable to ensure that the waste disposal vehicles are able to make this turn; &
- Details of the 150mm kerb to demonstrate that it is not located on Council land.

- (c) All windows to habitable rooms shall be fitted with higher performance glass in order to provide acoustic protection from the adjoining train line and industrial area to the south where this is required for affected dwellings. Details demonstrating how this will be achieved shall be provided with verification from an acoustic engineer that the proposal meets Australian Standards.

D. Reserved Conditions

Pursuant to Section 33(1) of the Development Act 1993 the Council reserves its decision on the form and substance of any further conditions of development plan consent that it considers appropriate to impose in respect of the reserve matters and delegates this to the Manager Planning and Development.

- E.** That pursuant to Section 33 of the Development Act, 1993, Development Application Number 252/1427/12 be **GRANTED** Development Plan Consent subject to the following conditions:

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. Outdoor lights, as shown in the approved plans, shall be installed before occupation of the dwellings and shall be maintained by the occupiers of the apartments.

Reason: To ensure pedestrian safety.

3. Tree Protection Zone required

A Tree Protection Zone (TPZ) shall be provided for all regulated trees to be retained on site within proximity, in particular significant trees 57 & 60 as identified in the Arborman report dated 15 July 2009 submitted in Development Application 252/2084/09 (252/D203/09) (reference # ATS1520-CheRCPReDev). forming part of the application. No works of any kind shall occur within these zones, unless specified and agreed to by Council's Arborist. This protection zone shall be maintained for the duration of the site works.

Reason: To minimise the risk of damage occurring to significant trees on the site.

4. Tree Protection Zone fencing

The Tree Protection Zone shall be fenced before any works commence on site. The fence shall be constructed from 1.8 metre high steel mesh panels, which will be 2.5 metres in width. The panels shall be inserted in temporary concrete base blocks and the posts at the top shall be clamped.

Reason: To minimise the risk of damage occurring to significant trees on the site.

5. Signs around Tree Protection Zone

Clearly legible signs shall be incorporated on all sides of the Tree Protection Zone fence displaying the words "Tree Protection Zone No Unauthorised Entry".

Reason: To notify all contractors to the site that this area cannot be utilised.

6. No trenching in Tree Protection Zone

No trenching for the installation of underground services is permissible within the Tree Protection Zone at any time. Gas, electricity, water and telephone services shall be installed outside of the Tree Protection Zone. Any works of this nature required within the Tree Protection Zone must have the prior approval of Council and must be undertaken using non destructive techniques such as air-spading and hand trenching without severing roots.

Reason: To minimise the risk of damage occurring to significant trees on the site.

7. No Storage or Activity in Tree Protection Zone

No storage of materials or equipment and no work activity shall occur within the Tree Protection Zone.

Reason: To ensure soils do not become compacted and contaminated within the critical root zone.

8. Sealed Access & Carparks

All internal access including car parking spaces, driveways and associated manoeuvring areas shall be sealed in bitumen, concrete or brick pavers prior to occupation of the proposed development.

Reason: To ensure the safe and orderly movement of vehicles.

9. Line Marking of Carparks

That all parking areas be marked in a distinctive fashion, to delineate the parking spaces, prior to the occupation of the proposed development.

Reason: To ensure usable and safe car parking.

10. Storage of Bins

That bins be stored within the designated storage areas for each dwelling outside of the waste collection time.

Reason: To ensure the development proceeds in an orderly manner

Notes

1. Stamped documentation pertaining to this Provisional Development Plan Consent has been enclosed. Please ensure that this documentation including the above conditions, if any, are sighted by whoever is preparing the working drawings for the Development Approval. This will ensure that there is consistency between the documentation submitted for both Planning and Building Consents, and will avoid delays in obtaining Development Approval.
2. The approval for this development does NOT imply approval to alter, shift or remove any street tree, side entry pit, stobie pole, bus stop, fire hydrant or other gas, electricity, water, telecommunications or other similar infrastructure. Approval to alter any of these or similar infrastructure needs to be obtained from the relevant government department, private organisation or Council. Any costs associated with such alteration are the responsibility of the applicant.
3. You are advised that construction or alteration of any footpath, kerb, gutter or crossover on Council land will require a permit from Council's Engineering and Construction Department. It is illegal to undertake work on Council land without permission.
4. Before proceeding with this proposal, you are required to seek Building Rules Consent pursuant to the provisions of the Development Act, 1993.
5. Driveway cross-over's which affect a pedestrian footpath should maintain the level of the footpath or be consistent with the proposed footpath levels in instances where the footpath has not being constructed. When final Development Approval is applied for this should be shown on the plans. Please note that to be Disability Discrimination Act compliant this should have a gradient of no greater than 2.5%.
6. All allotments in this division will be connected to a recycled water system, in addition to the normal mains water supply. As part of the encumbrance, installation of a connection to what will be the recycled water system (called the purple pipe system) is required at the time of the construction (with mains water to be supplied until recycled water is available). This should be shown in the approved plans for Development Approval.

As a result of the recycled water scheme the normal 1000 litre rainwater tank under the Building Rules assessment is not required.

7. Works opposite Council Reserve

As the proposal includes works adjacent a Council reserve, the following should occur:

- Council should be consulted regarding any works on the common boundary or on Council land, such as type of fencing and landscaping;
- The design of the access and entry shall include allowance to make good the reserve and provide any connections to the existing path network, consideration will be given to type and materiality of the proposed paths.
- Consideration shall also be given to the protection of existing and newly created Council assets during the construction period, inspections will be undertaken periodically so that Council assets are not damaged or impacted.

8. The applicant is reminded of its general environmental duty, as required by Section 25 of the Environment Protection Act, to take all reasonable and practical measures to ensure the activities on the site, including during construction, do not pollute the environment in a way which causes or may cause environmental harm. This includes being mindful of and minimising off site noise, dust and vibration impacts associated with development.

Construction noise can cause nuisance to nearby residents and therefore activities which include the operation of machinery need to be restricted to between 7.00am and 7.00pm Monday to Saturday and if necessary on Sunday between 9.00am and 7.00pm to minimise potential for noise complaints.

Construction must be undertaken in accordance with Division 1 of Part 6 of the Environment Protection (noise) Policy 2007 at all times.

Heavy vehicles accessing the site should avoid residential streets wherever possible.

Building Rules Consent for 252/1427/12

Still Required

Additional Notes

1. Development Approval must be received for this development within 12 months of the date of this Development Plan Consent.

You will require a fresh Development Plan Consent and Development Approval before commencing or continuing the development if you are unable to satisfy these requirements.

To ensure your development can now proceed without unnecessary delays please ensure the matters outlined below are properly managed.

The following information outlines **your obligations** in relation to appropriately managing noise, dust and works effecting adjoining land (both private and public).

Driveway Crossovers

- If you are relocating an existing driveway crossover you must remove and reinstate the old crossover to match the existing kerb profile, footpath and verge. You will require a permit to work on Council land to construct your new driveway crossover which must be constructed to Council specification. Please contact Council on 8408 1111 or refer to our website <http://www.charlessturt.sa.gov.au/site/page.cfm?u=7&c=4118> for relevant specifications.

Council Verges

- Please take every precaution necessary to avoid damage to the landscaping and infrastructure present on Council verges, as you will be required to make good damage to Council property.

Common boundary

- When removing fences that are on the common boundary with your neighbour you must give your neighbour 28 days notice in writing that you intend to remove the dividing fence. Where the neighbour has a pool, particular care must be taken to ensure the pool is not left exposed, if temporary fencing is installed the temporary fence must comply with AS 1926.1 – Swimming pool safety. We recommend that you consider the Fences and the Law booklet available on line and follow the processes outlined in the booklet.
- Where it is intended to erect external walls on the boundary the face of the external wall must be on the boundary. Further, barge boards, capping tiles or other fixtures on the boundary wall must not encroach upon the land of the adjoining owner. Existing fence lines may not be the true legal boundary. To avoid violation of neighbour's rights, the onus of proof of the boundary line rests with the owner of the land where the work is undertaken. This will necessitate a survey being carried out by a licensed surveyor to identify the true location of the boundary and proposed footing on the ground. You will need the neighbour's written approval to enter their land to carry out any construction.

Neighbours

- Construction within an established neighbourhood can be a stressful time for existing residents. You are urged to take all necessary precautions to ensure adjoining properties are not damaged or residents unreasonably impacted. In the interests of good neighbourliness you may wish to consider providing your contact details to all adjoining property owners inviting them to contact you should there be any concerns during the construction process.

Dust

- Airborne dust and sand emissions potentially generated on site must be managed and this can be achieved by wetting down the soil and site during the demolition and construction process. If you have any concerns or questions in relation to dust you can contact the EPA on 8204 2004.

Asbestos

- If there is asbestos material in or on the building or fencing to be demolished there are specific requirements for the method of removal and disposal of asbestos. The removal of asbestos over 10 square metres in area must be carried out by a licensed asbestos removal contractor in accordance with Safe Work SA requirements. For further information in relation to this please contact Safe Work SA on 1300 365 255.

Use of Public Space

- Should any part of the development process require use of public land (ie, the footpath, nature strip, road or other reserve), additional permits will be required.
- Examples of such activities include storage of materials, delivery of materials from public land, placing of temporary fences on public land, blocking of the road, footpath or nature strip for any period of time.
- Where works from public space impact vehicular or pedestrian traffic, you will be requested to lodge a Traffic Management Plan that adheres to the requirements of the relevant Australian Standards.
- Additional fees and charges may apply, please contact the Council's Compliance Team on 8408 1380 to discuss your projects needs.

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: 252/1427/12

PURPOSE: PRIMARY COMMUNITY		AREA NAME: ST CLAIR		Development Assessment Commission LAND DIVISION/COMMUNITY TITLE CERTIFICATE Council/Commission has considered the encroachment(s) over public land.		
MAP REF: 6628/40/G		COUNCIL: CITY OF CHARLES STURT		The building(s)/structure was erected on..... on..... The postal address of the site is..... Lt 427 Tulloch Drive, St. CLAIR		C27629
LAST PLAN: D87602		DEVELOPMENT NO: 252/C128/12/001		Approved in accordance with the requirements of Section 51 of the Development Act 1993		SHEET 1 OF 4 36095_text_01_v03_Version_3
AGENT DETAILS: STATE SURVEYS PTY LTD 465B SOUTH ROAD KESWICK SA 5035 PH: 82932939 FAX: 82932949		SURVEYORS CERTIFICATION:		Signed..... Description of signatory: Supervisor of Land Divisions as delegate of D.A.C. Dated 06/02/2013, 12:07 pm The original certificate was issued 14/12/12		
AGENT CODE: SSU9						
REFERENCE: 12196						
SUBJECT TITLE DETAILS:						
PREFIX CT	VOLUME 6083	FOLIO 399	OTHER	PARCEL ALLOTMENT(S)	NUMBER 427	PLAN D
				NUMBER HUNDRED / IA / DIVISION 87602	TOWN YATALA	REFERENCE NUMBER
OTHER TITLES AFFECTED:						
EASEMENT DETAILS:						
STATUS NEW	LAND BURDENED COMMON PROPERTY	FORM SERVICE	CATEGORY EASEMENT(S)	IDENTIFIER A(T/F)	PURPOSE FOR ELECTRICITY SUPPLY PURPOSES	IN FAVOUR OF DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000)
NEW	COMMON PROPERTY	SERVICE	EASEMENT(S)	B	FOR ELECTRICITY SUPPLY PURPOSES	CREATION 223LG RPA
NEW	COMMON PROPERTY	SERVICE	EASEMENT(S)	B	FOR ELECTRICITY SUPPLY PURPOSES	223LG RPA
ANNOTATIONS: THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 22 / 10 / 2012						

C27629

SHEET 2 OF 4

36095_pland_1_V03

BEARING DATUM: ① - ② 93°21'40"
DERIVATION: D87602 ADOPTED

TOTAL AREA: 456m²

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

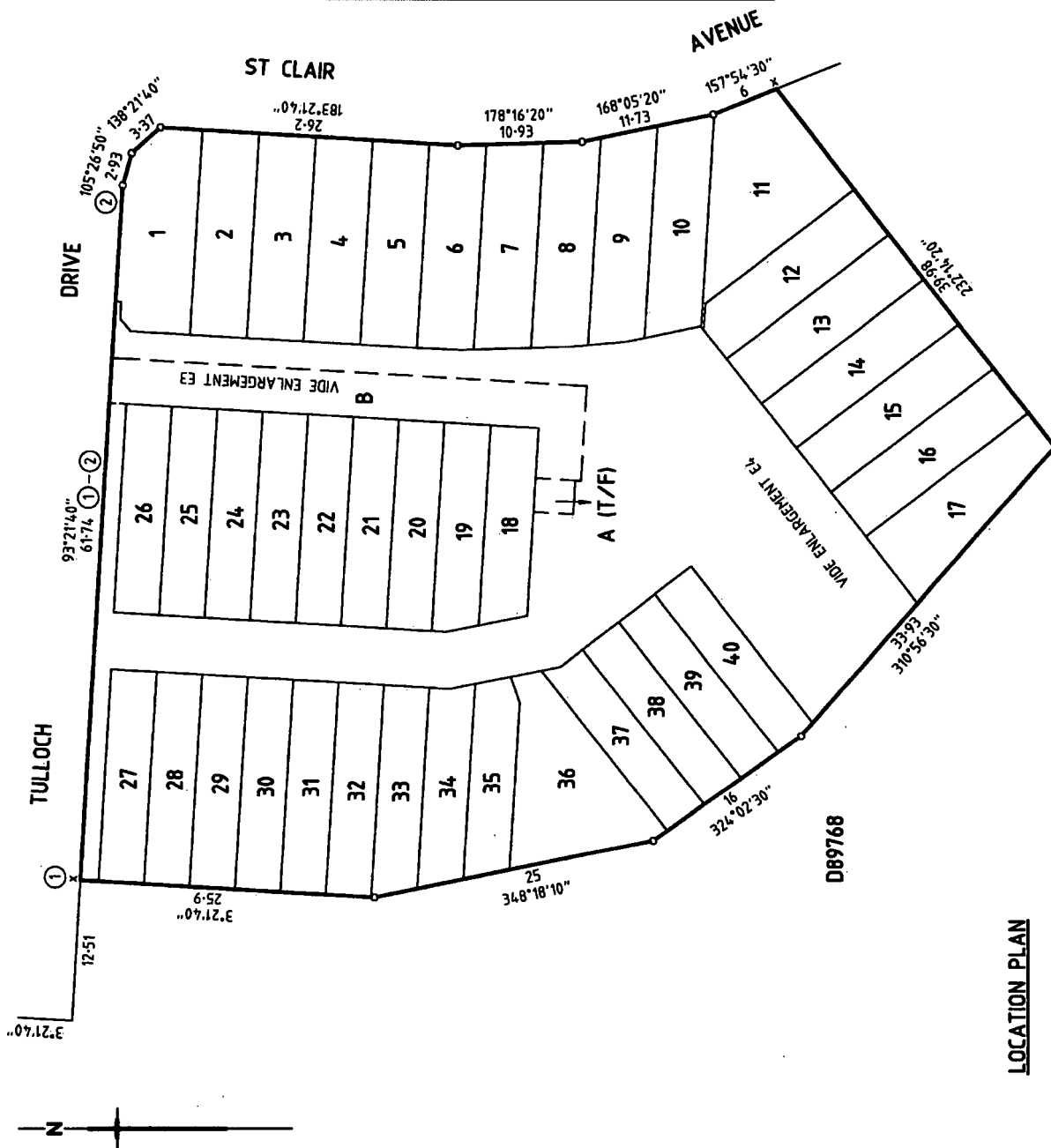
Signed
Description of signatory: Supervisor of Land Divisions
as delegate of D.A.C.

Dated: 06/02/2013 12:09 pm

STATE SURVEYS PTY LTD
465 South Road, Keswick SA 5035
Phone 8293 2939 Fax 8293 2949
info@statesurveys.com.au

REFERENCE: 12196

VERSION: 31/01/2013 DRAWN: ADL



LOCATION PLAN

SCALE 0 4 8 12 16 20 METRES

C27629

SHEET 4 OF 4

36095_pland_3_V02_Version_3

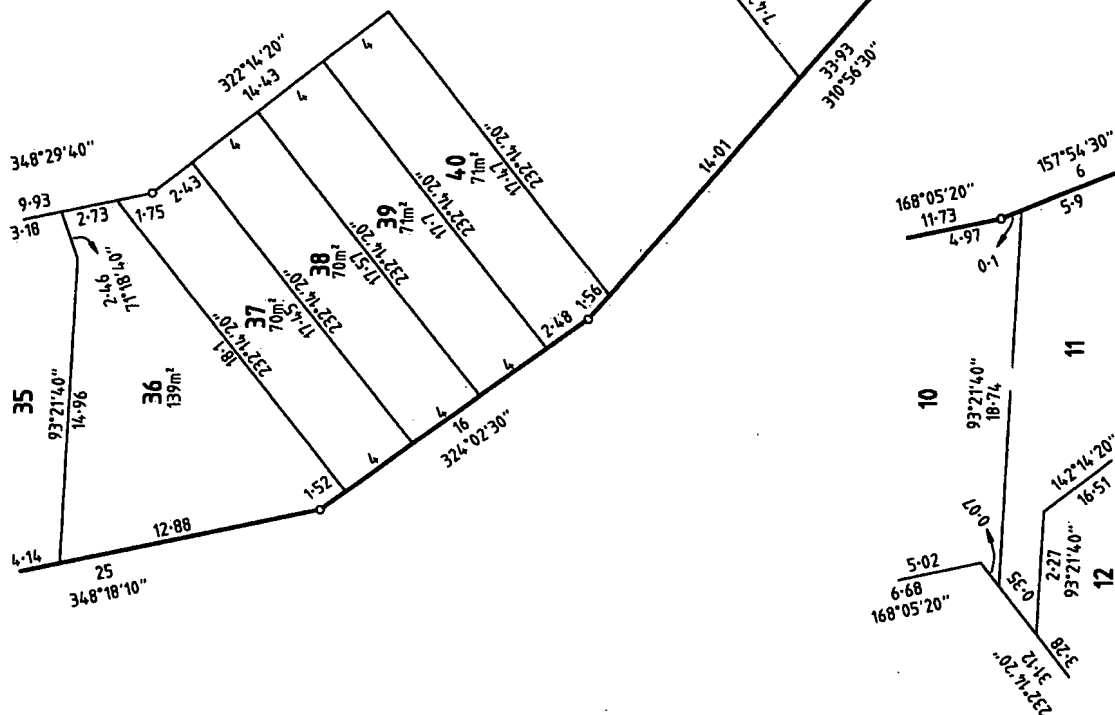
ST CLAIR

AVENUE



VIDE CONTINUATION E3

D89768



Development Assessment Commission
LAND DIVISION (COMMUNITY TITLE) CERTIFICATE
Council/Commission has consented to the
encroachment(s)
over public land

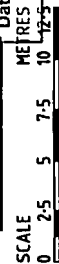
The building(s)/structure was erected
on.....

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: *[Signature]*
Supervisor of Land Divisions
465 Stirling Road, West Perth SA 5035
Phone 8293 2939 Fax 8293 2949
Email info@statelands.com.au

ENLARGEMENT E4



ENLARGEMENT F4

NOT TO SCALE

Dated: 06/02/2013 12:09 PM
REFERENCE: 12996

VERSION: 19/12/2012 DRAWN: ADL

RE-ENDORSEMENT BY THE RELEVANT DEVELOPMENT AUTHORITY

The City of Charles Sturt hereby endorses this scheme description in accordance with Section 3(11) of the *Community Titles Act 1996* and confirms that:

1. All the consents or approvals required under the *Development Act 1993* in relation to the division of land (and a change in the use of land (if any)) in accordance with this scheme description and the relevant plan of community division under the *Community Titles Act 1996* have been granted.
2. This endorsement does not limit the Council's (or other relevant development authorities) right to refuse or place conditions on development approvals under the *Development Act 1993* in relation to other development envisaged by this scheme description or other authorizations still required.
3. In this regard you are reminded that provisional development plan consent and provisional building rules consent is still required for improvements and usage for each community strata lot and other forms of development (as defined in the *Development Act 1993*) that have not to date received all the required consents. Similarly, other forms of development (as defined in the *Development Act, 1993*) that have not been discussed in this scheme description will require an application to be lodged with the relevant planning authority for the necessary consents.

This Scheme Description is re-endorsed by the City of Charles Sturt as the relevant planning authority.

CITY OF CHARLES STURT

Per:



Signature of Authorised Officer

ZOE GARNAUT

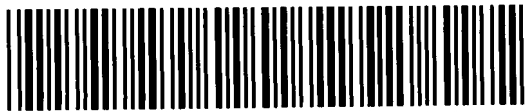
Name of Authorised Officer

19.2.13

Date of Consent

AGREEMENTS

Orig. AG 11844783



11:50 6-Nov-2012

1 of 1

Fees: \$144.00

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE &
STAMP DUTY PURPOSES ONLY**

Prefix
AG
Series No.

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886

Solicitor/Registered Conveyancer/Applicant

AGENT CODE

Lodged by: **NORMAN WATERHOUSE** **NWAM**

Correction to: **NORMAN WATERHOUSE** **NWAM**
268773\NRW02083910

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

1.
2.
3.
4.

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1.
2.
3.
4.

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

ITEM(S)	AGENT CODE

CORRECTION	PASSED
REGISTERED	
2 2 NOV 2012	
REGISTRAR-GENERAL	

Rich
Pro



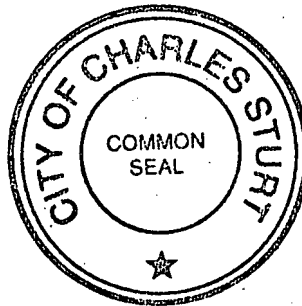
Insert type of document here APPLICATION TO NOTE LAND MANAGEMENT AGREEMENT
(Pursuant to s 57(5) of the Development Act 1993)

To the Registrar-General:

1. **City of Charles Sturt** ("the Council") of 72 Woodville Road Woodville SA 5011 has entered into the attached Land Management Agreement dated *1 November 2012* ("the Deed") with **SOUTH AUSTRALIAN JOCKEY CLUB INCORPORATED** of Allan Scott Park Morphettville, Morphett Road, Morphettville SA 5043 ("Owner") pursuant to s 57(2) of the *Development Act 1993 (SA) (Act)*.
2. The Deed relates to the whole of the land comprised in Certificates of Title: *341-350* *Volume 6099* *Folio 353*
351
 Volume 6083 Folio 399, Volume 6096 Folio 819, Volume 6099 Folios 340 to ~~359~~ inclusive, Volume 6099 Folios 355, 356 and 358, Volume 6099 Folio 382, Volume 6099 Folios 364 to 370 inclusive, Volume 6099 Folios 372, 376, 377, 378, 379 and 380.
 Volume 6100 Folios ~~879~~, 880, 881, 884, 885, 886, 888 and 889.
~~Volume 6080 Folio 542~~, Volume 6083 Folios 395, 396, 385, 387, 388, 389, ~~390~~, 391 and 392 and Volume 6092 Folios ~~746~~, ~~747~~, 720, 721, 723, 724, 725, 731, 732, 734, 735 and 744 (**Land**).
JB
JD
3. The Council applies pursuant to s 57(5) of the Act to note the Deed against the Land.

Date: *1 November 2012*

THE COMMON SEAL of City of Charles Sturt was affixed in the presence of:



Kirsten Alexander

Signature of Mayor

Kirsten Alexander

Name of Mayor (print)

M. WITHERS

Signature of Chief Executive Officer/City Manager
(Please delete as applicable)

M. WITHERS

Name of Chief Executive Officer/City Manager (print)

LAND MANAGEMENT AGREEMENT BY DEED

CITY OF CHARLES STURT

SOUTH AUSTRALIAN JOCKEY CLUB INCORPORATED

**Norman
Waterhouse**

Level 15, 45 Pirie Street
Adelaide SA 5000
Telephone + 61 8 8210 1200
Fax + 61 8 8210 1234
www.normans.com.au

RevenueSA - Stamp Duty - ABN 19 040 349 865 ©
 RevNetID/PRA Bundle No.: 127461086
 Orig/Copy 2 of/with 3 copies
 Consideration/Value/Security: \$ Norman 0.00
 SA Proportion (if applicable): \$ Waterhouse 0.00
 SD: \$ 0.00 LTC Fees: \$ 0.00
 Int: \$ 0.00 Pen/Add Tax: \$ 2012.00
 Signature: SEA Date: 2/11/12

THIS DEED is made the 1st day of November

BETWEEN: CITY OF CHARLES STURT of 72 Woodville Road, Woodville SA 5011 (Council) of the one part

AND: SOUTH AUSTRALIAN JOCKEY CLUB INCORPORATED of Allan Scott Park Morphettville, Morphett Road, Morphettville 5043 SA (Owner) of the other part

BACKGROUNDS:

- A. The Owner is the proprietor of an estate in fee simple in the land comprised in Certificates of Title:

Volume 6083 Folio 399, Volume 6096 Folio 819, Volume 6099 Folios 340 to ~~353~~ 351 inclusive, Volume 6099 Folios 355, 356 and 358, Volume 6099 Folio 382, Volume 6099 Folios 364 to 370 inclusive, Volume 6099 Folios 372, 376, 377, 378, 379 and 380, Volume 6099 Folio 353.

Volume 6100 Folios ~~879~~, 880, 881, 884, 885, 886, 888 and 889.

~~Volume 6080 Folio 542~~, Volume 6083 Folios 395, 396, 385, 387, 388, 389, ~~490~~, 391 and 392 and Volume 6092 Folios ~~746~~, ~~747~~, 720, 721, 723, 724, 725, 731, 732, 734, 735 and 744 (Land).

- B. The Owner, has entered into arrangements with the Developer for the staged development of the Land by dividing it under the *Real Property Act 1886* and the *Community Titles Act 1996* for residential and other purposes and roads and open space under development authorisations that have been granted under the *Development Act 1993* before the date of this Deed or are to be granted in the future (Proposed Development).

- C. The Land comprises most of the Cheltenham Park Policy Area 22 of the Council's Development Plan current at the date of this Deed.

- D. The Proposed Development will provide (amongst other things):

- D.1 allotments for wide range of dwellings at a range of densities;
- D.2 open space and associated facilities comprising at least 35 per cent of the entire policy area (excluding the rail corridor); and
- D.3 areas for the management of stormwater in the form of wetlands to be constructed on the open space and the re-use of stormwater collected and treated in the wetlands and subsequently stored in and recovered from an aquifer storage and recovery system (ASR System)

in accordance with the provisions of the Council's Development Plan that relate to development in the Cheltenham Park Policy Area 22.

- E. The Council wishes the stormwater to be collected in the wetlands to be constructed on the open space areas of the Land and stored in and recovered from the ASR System to be put to a beneficial re-use by supplying that water as non-potable

Recycled Water to the allotments and buildings developed or to be developed on the Land as a result of or following the Proposed Development.

- F. The infrastructure to be provided as part of the Proposed Development will include a pipe network (separate from the pipes for the supply of potable mains water (See Annexure C for details)) for the provision of recycled water from the ASR System to the allotments created by the Proposed Development. That pipe network will be progressively vested in the Council as the successive stages of the Proposed Development are completed.
- G. To ensure the beneficial and economic use of the ASR System and the Council's Infrastructure, the Council and the Owner wish to ensure that the future development of the Land includes the installation of separate reticulation systems for the supply of Mains Water and recycled water on the allotments created by the Proposed Development or any additional allotments created as a result of the further development of any of those allotments, (including community lots and where appropriate, common property in a community parcel).
- H. The Owner has accordingly agreed with the Council to enter into this Deed under Section 57(2) of the Act relating to the development and management of the Land subject to the terms and conditions set out in this Deed.
- I. In deciding to enter into this Deed the Council has had regard to:
 - I.1 the development authorisations referred to in paragraph B of this Background;
 - I.2 the provisions of the Council's Development Plan, including the provisions referred to in paragraphs C and D of this Background;
 and is satisfied that this Deed;
 - I.3 is consistent with and will assist in the implementation of the objectives of those provisions of the Council's Development Plan; and
 - I.4 is not contrary to the principle that a Land Management Agreement should not be used as a substitute to proceeding with an amendment to that Development Plan.

1. INTERPRETATION

- 1.1 The Parties acknowledge that the matters recited above are true and accurate and agree that they form part of the terms of this Deed.
- 1.2 In the interpretation of this Deed unless the context otherwise requires or admits:
 - 1.2.1 **Allotment** means an allotment as defined in section 223LA of the *Real Property Act 1886* and includes a community lot in a community division under the *Community Titles Act 1996* and, where any common property in a community division is connected to the Dual Reticulation Network, the community corporation in which the common property is vested under the *Community Titles Act*.

- 1.2.2 **Allotment Infrastructure** means any infrastructure internal to an Allotment on the Land up to the Boundary Access Point which is connected to or impacts in any way on the Council's Infrastructure.
- 1.2.3 **A/NZS 3500.1** means the Australian/New Zealand Standard Plumbing and Drainage, Part 1, Water Services published in December 2003 and refer to any subsequent Australian or Australian/New Zealand Standard varying or published in substitution for that Standard and applies to non-drinking water services.
- 1.2.4 **Audit Certificate** means a duly signed certificate from the South Australian Water Corporation or a Qualified Certifier approved by the time being by the Council certifying that the Allotment Infrastructure is technically sound and in fit and proper working order and suitable to receive Recycled Water under the Water Supply Agreement.
- 1.2.5 **Boundary Access Point** means in respect to each allotment or community parcel forming part of the Land (whether currently in existence or created in the future) the point on the boundary of such allotment or community parcel at which the Council's Infrastructure is intended to deliver Recycled Water to that allotment or community parcel.
- 1.2.6 **Certificate of Completion** means a certificate in a form set out and required by South Australian Water Corporation and issued by a Qualified Certifier.
- 1.2.7 **Community Parcel** has the meaning attributed to that term by the *Community Titles Act 1996*.
- 1.2.8 **Council's Infrastructure** means the portion of the distribution network to be constructed by the Developer pursuant to the Delivery Deed vested or to be vested in the Council or placed or to be placed under the care, control and management of the Council by which the Council or a third Party will distribute Recycled Water to Allotments or Community Parcels forming part of the Land (whether currently in existence or created in the future) but does not include any Allotment Infrastructure
- 1.2.9 **Design and Construction Standards** mean:
- 1.2.9.1 all applicable legislative requirements;
 - 1.2.9.2 A/NZS 3500.1; and
 - 1.2.9.3 the Recycled Water Plumbing Guide.
- 1.2.10 **Developer** means UPL (No 15) Pty Ltd and A V Jennings Properties SPV No. 4 Pty Ltd.
- 1.2.11 **DHS** means the Environmental Health Branch of the Department of Human Services.

- 1.2.12 **Distribution Agent** means any person or entity appointed by the Council from time to time to deliver Recycled Water to any area that includes the Land.
- 1.2.13 **Dual Reticulation Works** means the works, consisting of the Council's Infrastructure and the Allotment Infrastructure to be constructed on the Land to enable Recycled Water to be supplied to the Land or any part of the Land
- 1.2.14 **EPA** means the Environment Protection Authority constituted under the *Environment Protection Act 1993*.
- 1.2.15 **Force Majeure Event** means an event beyond the reasonable control of the Parties which precludes a Party from observing or performing on time an obligation under this Deed. Such circumstances include but are not limited to:
- 1.2.15.1 pollution events and failure or unsuitability of the aquifer system;
 - 1.2.15.2 acts of God, lightning strikes, earthquakes, floods, storms, droughts, explosions, fires and any natural disaster; and
 - 1.2.15.3 acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution.
- 1.2.16 **Land** includes any part or parts of the Land.
- 1.2.17 **Mains Water** means potable water as may be supplied by SA Water.
- 1.2.18 **Qualified Certifier** means an independent certifier who holds an unrestricted licence as a plumber under the *Plumbers, Gasfitters and Electricians Act 1995*, or such other qualifications as the Council may from time to time direct in its absolute discretion.
- 1.2.19 **Recycled Water** means non-potable reclaimed, recycled or reused water having a quality of not less than Class A recycled water under the South Australian Reclaimed Water Guidelines, including (but not limited to) recycled stormwater, recycled effluent, native groundwater, potable water or rain water, or any combination of these as may be more specifically described in a Water Supply Agreement.
- 1.2.20 **Recycled Water Plumbing Guide** means the Recycled Water Installation Guide published by SA Water and dated 2006, a copy of which is Annexure A, including any later or substituted version of that publication current at any time.
- 1.2.21 **SA Water** means the South Australian Water Corporation established by the *South Australian Water Corporation Act 1994*.
- 1.2.22 **South Australian Reclaimed Water Guidelines** means the Guidelines of that title published by the DHS and EPA in 1999 and any subsequent edition of those Guidelines or any guidelines or standards published or adopted by the EPA for the time being in substitution for those Guidelines.

- 1.2.23 **Water Supply Agreement** means the agreement between the Council or Distribution Agent and the owner of each individual allotment created on the Land by the proposed Development for the supply of Recycled Water by the Council or Distribution Agent on terms and at price or rate to be determined in accordance with the Council's or Distribution Agent's standard Recycled Water supply terms in place at the relevant time.
- 1.2.24 **Year** means a period of twelve (12) calendar months commencing on 1 July in any year and ending on 30 June of the following year.
- 1.2.25 Words and phrases used in this Deed which are defined in the Act or in the Regulations made under the Act have the meanings ascribed to them by the Act or the Regulations as the case may be.
- 1.2.26 References to any statute or subordinate legislation include all statutes and subordinate legislation amending consolidating or replacing the statute or subordinate legislation referred to.
- 1.2.27 The term **Owner** where the Owner is a company includes its successors, assigns and transferees and where the Owner is a person, includes his heirs, executors, administrators and transferees and where the Owner consists of more than one person or company the term includes each and every one or more of such persons or companies jointly and each of them severally and their respective successors, assigns, heirs, executors, administrators and transferees of the companies or persons being registered or entitled to be registered as the proprietor of an estate in fee simple to the Land or to each and every one of all separate Allotments into which the Land may be divided after the date of this Deed, and in relation to any common property created by a community division, the relevant Community Corporation.
- 1.2.28 The term **person** includes a corporate body.
- 1.2.29 Any term which is defined in the statement of the names and descriptions of the Parties or in the Backgrounds has the meaning there defined.
- 1.2.30 Words importing the singular number or plural number are deemed to include the plural number and the singular number respectively.
- 1.2.31 Words importing any gender include every gender.
- 1.2.32 Where two or more persons are bound hereunder to observe or perform any obligation or agreement whether express or implied then they are bound jointly and each of them severally.
- 1.3 Clause headings are provided for reference purposes only and are not be resorted to in the interpretation of this Deed.
- 1.4 The requirements of this Deed are at all times to be construed as additional to the requirements of the Act and any other legislation affecting the Land.

2. OWNER'S OBLIGATIONS

2.1 Installation of Dual Reticulation Works

The Owner must ensure that the Dual Reticulation Works are installed on the Land and ensure that:

- 2.1.1 each Allotment created on the Land; and
- 2.1.2 each building and structure on the Land (as reasonably required by the Council),

is connected to the Council's Infrastructure or, if the Council's Infrastructure is not installed, able to be connected to the Council's Infrastructure at the Boundary Access Point of the relevant Allotment; or where the Council has made a requirement under clause 2.3.2, through the Boundary Access Point of the community parcel of which the Allotment is part.

2.2 Interim supply of water

2.2.1 The Owner acknowledges that Recycled Water may not be available for supply to the Land through the Dual Reticulation Works until some time after the Owner is required to install the Dual Reticulation Works. In that case the Council may by notice in writing to the Owner, require the Allotment Infrastructure to be connected to the Mains Water supply system on the Land in such a manner as the Council directs in the notice.

2.2.2 The Owner must ensure at the Owner's expense in all things that:

- 2.2.2.1 the Allotment Infrastructure is installed, or if already installed are adapted to the satisfaction of the Council so that it complies with a notice given under clause 2.2.1; and
- 2.2.2.2 the Allotment Infrastructure is not connected or reconnected to the Council's Infrastructure until the Council gives a notice under clause 2.2.3.

2.2.3 When Recycled Water becomes available for supply to the Land through the Council's Infrastructure, the Council may give a further notice to the Owner requiring the Owner to disconnect the Allotment Infrastructure from the Mains Water supply system and to connect the Allotment Infrastructure to the supply of Recycled Water in such manner as the Council directs in the notice.

2.2.4 The Owner must, at the Owner's expense and to the satisfaction of the Council, comply with a notice given under clause 2.2.3 within twenty eight (28) days after the date on which the notice was given to the Owner.

2.3 Standard of construction of Dual Reticulation Works

2.3.1 Subject to clauses 2.2.1 and 2.2.2, the Owner must ensure that the Dual Reticulation Works are constructed so that:

- 2.3.1.1 the Dual Reticulation Works are in accordance with all relevant statutory consents or approvals;
 - 2.3.1.2 the Dual Reticulation Works comply with the Design and Construction Standards;
 - 2.3.1.3 all pipes and fittings used for the purposes of the Dual Reticulation Works are marked in accordance and authorised or approved under regulation 12 of the Waterworks Regulations 1996;
 - 2.3.1.4 a meter for the supply of Recycled Water is installed at each Boundary Access Point and is separate from the meter for Mains Water;
 - 2.3.1.5 an appropriate backflow prevention device is installed; and
 - 2.3.1.6 all piping, pipe sleeves, taps, outlets and sprinkler heads through which Recycled Water is to be supplied must be coloured purple in accordance with Australian Standard AS2700 and provided with signage which states 'warning recycled water do not drink' in accordance with Australian Standard AS1345.
- 2.3.2 In the case of a Community Parcel, the Council may, if it reasonably considers it appropriate in the circumstances to do so, require a single meter for the supply of Recycled Water to the Community Parcel to be located at the Boundary Access Point of the Community Parcel. The Owner acknowledges that in such a case, the individual Allotments and (if required) the common property comprised in the Community Parcel must then be supplied by the Community Corporation under arrangements to be determined by the Community Corporation.
- 2.3.3 The Owner acknowledges that any meter for Recycled Water installed at the Boundary Access Point of an Allotment or Community Parcel will be and remain the property of the Council.
- 2.3.4 The Owner must ensure that any meter for Recycled Water installed at the Boundary Access Point of an Allotment or Community Parcel will be at all times readily accessible to the Council and any Distribution Agent for the purpose of inspecting or reading the meter.
- 2.3.5 Subject to any requirement of a notice given by the Council under this clause, the Owner in relation to any Allotment Infrastructure must comply with the Recycled Water Plumbing Guide.
- 2.3.6 The Owner must obtain the prior written approval of the Council to the existing or proposed design, construction and installation of any Allotment Infrastructure. The Owner must comply with reasonable requests for information by the Council or any third Party authorised by the Council about the Allotment Infrastructure.

2.4 Commissioning, Repair and maintenance of Dual Reticulation Works

- 2.4.1 The Owner must ensure that any Allotment Infrastructure is commissioned before use in accordance with the procedures set out in the Recycled Water Plumbing Guide.
- 2.4.2 The Owner must repair, maintain and if necessary replace the Allotment Infrastructure to a good quality standard or as otherwise reasonably directed by the Council, a third Party or by law or regulations and otherwise to comply with any of the requirements of any government authority, including but not limited to the EPA, or the DHS.

2.5 Periodic audit of Dual Reticulation Works

- 2.5.1 Subject to clause 2.5.2 the Owner in relation to any Allotment Infrastructure must on or before 30 June in any year, if the Council has directed the Owner to do so by a notice in writing, provide the Council at the Owner's expense with an Audit Certificate in relation to that Allotment Infrastructure.
- 2.5.2 A direction by the Council under clause 2.5.1:
 - 2.5.2.1 must be made by no later than 31 March of the year in which it is given; and
 - 2.5.2.2 May not be given more than once in any five (5) year period following the giving of a previous direction under this clause in relation to the same Allotment.
- 2.5.3 In addition to any obligation to provide an Audit Certificate under clause 2.5.1, an Owner must, within three (3) calendar months after the Owner has become or is entitled to become the Owner of an Allotment, provide at the Owner's expense an Audit Certificate to the Council in relation to the Allotment Infrastructure on that Allotment.
- 2.5.4 Without derogating from any of the Owner's obligations under this clause 2, if an audit under this clause 2.5 discloses that the Allotment Infrastructure is in any respect not technically sound and in a fit and proper working order and suitable to receive Recycled Water the Owner must, at the Owner's expense and to the satisfaction of the Council cause such works or actions to be undertaken that are required to repair, maintain, make good or modify the Allotment Infrastructure so that the Allotment Infrastructure is technically sound and in a fit and proper working order and suitable to receive Recycled Water.

2.6 Modification or alteration

The Owner must not modify or alter any of the Dual Reticulation Works without obtaining the prior written approval of the Council.

2.7 Supply of Recycled Water

2.7.1 Subject to completion of the installation of the Council's Infrastructure and to any notice given under clause 2.2.1, the Owner must ensure that the Allotment Infrastructure is connected such that in relation to any Allotment or (where it is connected to the Council's Infrastructure) any common property,

2.7.1.1 Recycled Water is supplied:

- (a) to not less than one toilet (referred to as a water closet in the current wording of the Building Rules); and
- (b) to an external garden tap for garden use purposes; or
- (c) otherwise as required by any relevant authorisation under the Act; and

2.7.1.2 no cross-connection occurs between the supply of Recycled Water and Mains Water.

2.8 Council's rights of entry onto land

2.8.1 The Owner allows the Council, or a third Party authorised by the Council, to enter the Land for such reasonable purposes specified by the Council, including but not limited to the following purposes:

- 2.8.1.1 to conduct readings of the meter installed at a Boundary Access Point for the supply of Recycled Water;
- 2.8.1.2 to the extent reasonably necessary to carry out maintenance or up-grade works relating to the Council's Infrastructure; and
- 2.8.1.3 to carry out emergency procedures relating to the Council's Infrastructure, or the Allotment Infrastructure.

2.9 Water Supply Agreement

The Owner will enter into a Water Supply Agreement with the Council or with such Distribution Agent as the Council directs and will pay the Council or, where the Council so directs, the Distribution Agent for the supply of Recycled Water at the rate applicable under the relevant Water Supply Agreement.

2.10 Additional Allotments

Where any development of the Land undertaken at any time involves the creation of any additional Allotment that must be connected to the Council's Infrastructure under clause 2.1, the Owner will pay to the Council any costs and expenses reasonably incurred by the Council for the purpose of connecting the additional Allotment to the Council's Infrastructure.

3. COUNCIL'S OBLIGATIONS

- 3.1** Subject to clauses 2.2.1 and 2.2.2, the Council must procure the supply, through the Council's Infrastructure, of Recycled Water to the Boundary Access Point subject to the Council's terms for the supply of Recycled Water.
- 3.2** The Council may supply Recycled Water to a Distribution Agent for supply by the Distribution Agent to the Owner on the terms and conditions set out in a Water Supply Agreement to be entered into between the Distribution Agent and the Owner.

4. ALLOTMENT INFRASTRUCTURE

- 4.1** Subject to clause 4.2, any Allotment Infrastructure will only be taken to have been completed for the purposes of this Deed when:
 - 4.1.1** the Allotment Infrastructure has been connected to the Council's Infrastructure and there is no connection between the Allotment Infrastructure and the Mains Water supply; and
 - 4.1.2** the Owner has given written notice to the Council that the Allotment Infrastructure has been completed together with a Certificate of Completion.
- 4.2** A Certificate of Completion is only required once the Allotment Infrastructure is connected or, if the Allotment Infrastructure is disconnected from the Council's Infrastructure at any time, is reconnected to the Council's Infrastructure at the Boundary Access Point.

5. COUNCIL'S POWERS OF ENTRY, ETC

- 5.1** The Council and any employee or agent of the Council authorised by the Council may at any reasonable time and (except in the case of an emergency) on the giving of reasonable notice enter the Land for the purpose of:
 - 5.1.1** inspecting the Allotment Infrastructure thereupon; and
 - 5.1.2** exercising any other powers of the Council under this Deed.
- 5.2** Clause 5.1 is additional to, and does not derogate from any powers conferred on the Council or an authorised officer of the Council by or under any Statute.
- 5.3** If the Owner is in breach of any provision of this Deed, the Council may, by notice in writing served on the Owner, specify the nature of the breach and require the Owner to remedy the breach within such time as may be nominated by the Council in the notice (being not less than twenty eight (28) days from the date of service of the notice) and if the Owner fails so to remedy the breach, the Council or its servants or agents may carry out the requirements of the notice and in doing so may enter and perform any necessary works upon the Land and recover any costs thereby incurred from the Owner.
- 5.4** The Council may delegate any of its powers under this Deed to any person or authorise any other person to exercise those powers on the Council's behalf.

6. FORCE MAJEURE

- 6.1 If a Force Majeure Event causes delay or failure by a Party to perform its obligations under this Deed:
 - 6.1.1 neither Party will be liable for such delay or failure; and
 - 6.1.2 all obligations of a Party under this Deed will be suspended until the Force Majeure Event ceases to apply.
- 6.2 A Party which is, by reason of a Force Majeure Event, unable to perform any obligation or condition required by this Deed must:
 - 6.2.1 notify the other Party as soon as possible giving:
 - 6.2.1.1 reasonably full particulars of the event or circumstance of the Force Majeure Event;
 - 6.2.1.2 the date of commencement of the Force Majeure Event and an estimate of the period of time required to enable it to resume full performance of its obligations; and
 - 6.2.1.3 where possible, the means proposed to be adopted to remedy or abate the Force Majeure Event;
 - 6.2.2 use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure Event as soon as possible;
 - 6.2.3 resume performance as soon as possible after termination of the Force Majeure Event or after the Force Majeure Event has abated to an extent which permits resumption of performance;
 - 6.2.4 notify the other Party when the Force Majeure Event has terminated or abated to an extent which permits resumption of performance to occur; and
 - 6.2.5 notify the other Party when resumption of performance has occurred.

7. VARIATION AND WAIVER

- 7.1 This Deed may not be varied except by a supplementary Deed signed by the Council and the Owner.
- 7.2 The Council may waive compliance by the Owner with the whole or any part of the obligations on the Owner's part herein contained provided that no such waiver is effective unless expressed in writing and signed by the Council.

8. NOTICES

Notice shall for the purposes of this Deed be properly served on the Owner if it is:

- 8.1 posted to the Owner's last address known to the Council; and
- 8.2 where the South Australian Jockey Club Incorporated is the Owner, a copy of the notice is also posted to the Developer at the Developer's address last known to the Council; or

- 8.3 if the Owner's address is not known to or reasonably ascertainable by the Council, affixed in a prominent position on the Land.

9. COSTS

- 9.1 The Council agrees to bear its own costs in relation to the preparation and negotiation of this Deed.
- 9.2 The Owner agrees to bear its own costs in relation to the preparation and negotiation of this Deed and all costs and expenses associated with the noting of this Deed.

10. NOTING OF DEED

Each Party must do and execute all such acts documents and things as are necessary to ensure that as soon as is possible after the execution of this Deed by all necessary Parties this Deed is noted on the Certificate of Title for the Land under section 57(5) of the Act.

11. GOVERNING LAW

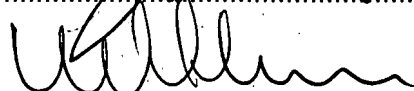
The law governing the interpretation and implementation of the provisions of this Deed is the law of South Australia.

12. GENERAL PROVISIONS

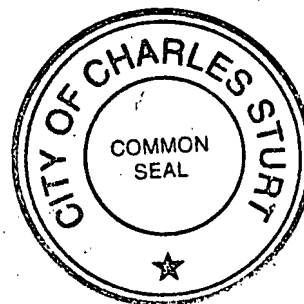
- 12.1 If any provision of this Deed is found by a court of competent jurisdiction to be invalid or unenforceable in law then and in such case the Parties hereby request and direct such court to sever such provision from this Deed.
- 12.2 This Deed contains the whole agreement between the Parties in respect of the matters referred to in it.

EXECUTED as a Deed

THE COMMON SEAL of
CITY OF CHARLES STURT was
hereunto affixed in the presence of:


.....

.....

)
)
)



Mayor

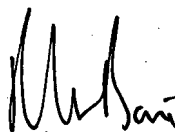
Chief Executive Officer

**EXECUTED by SOUTH AUSTRALIAN
JOCKEY CLUB INCORPORATED by**

its attorneys on the 15 day of
JULY 2012:

MB BAV

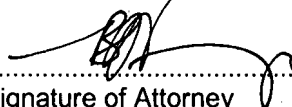
Name of Attorney



Signature of Attorney

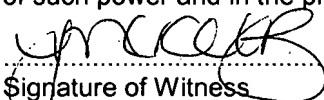
BRIAN VIRGO

Name of Attorney



Signature of Attorney

pursuant to Registered Power of Attorney
11537283 which has been delegated by
Registered Power of Attorney 11723682
in the absence of notification of the revocation
of such power and in the presence of:



Signature of Witness

Yvonne Marie Green

Name of Witness

Business Hours Ph. 82357861

South Australian Water Corporation being an entity with a legal interest in the Land by registered easements consents to the Owner entering into this Deed.

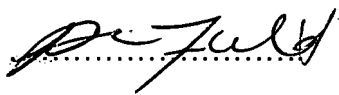
SIGNED for and on behalf of the
South Australian Water Corporation
by a person duly authorised by an Instrument
of Authority dated 16 August 2004



David Burgess
(Print Full name)

Manager Land Developments and Connections,
the person duly Authorised by the above Instrument, in
The presence of:

Witness
(Signature)



Witness
(Print Full name)

PETER CHARLES FIELD

Title/Position *LAND DEV MANAGER*

Address C/- SA Water Corporation
GPO Box 1751, Adelaide SA 5001

Telephone No: *(08) 7429 1132*

Distribution Lessor Corporation (subject to Lease 8890000) being an entity with a legal interest in the Land by registered easements consents to the Owner entering into this Deed.

DISTRIBUTION LESSOR CORPORATION OF 1 Anzac Highway Keswick SA 5035 as the registered proprietor of easements consents to this Deed and CKI UTILITIES DEVELOPMENT LIMITED ABN 65 090 718 880 PAI UTILITIES DEVELOPMENT LIMITED ABN 82 090 718 951 SPARK INFRASTRUCTURE SA (No.1) PTY LTD ABN 54 091 142 380 SPARK INFRASTRUCTURE SA (No.2) PTY LTD ABN 19 091 143 038 and SPARK INFRASTRUCTURE SA (No.3) PTY LTD ABN 50 091 142 362 each incorporated in Australia all of 1 Anzac Highway Keswick SA 5035 ("ETSA Lessees") as the lessees pursuant to Lease no. 8890000 CONSENT to this Deed

SIGNED in my presence by)
DISTRIBUTION LESSOR CORPORATION)
 by its attorneys pursuant to **Power of Attorney No. 8895055** AND by the Attorneys of each of the)
 ETSA Lessees)
CKI UTILITIES DEVELOPMENT LIMITED)
ABN 65 090 718 880 Pursuant to)
Power of Attorney No. 8857195)
PAI UTILITIES DEVELOPMENT LIMITED)
ABN 82 090 718 951 Pursuant to)
Power of Attorney No. 8857196)
SPARK INFRASTRUCTURE SA (No.1) PTY LTD)
ABN 54 091 142 380 Pursuant to)
Power of Attorney No. 8857197)
SPARK INFRASTRUCTURE SA (No.2) PTY LTD)
ABN 19 091 143 038 Pursuant to)
Power of Attorney No. 8857199)
SPARK INFRASTRUCTURE SA (No.3) PTY LTD)
ABN 50 091 142 362)
Pursuant to Power of Attorney No. 8857198)

~~PATRICK JAMES MAKINSON~~ **ROBERT STOBBE**
 who certifies that he is the
CHIEF EXECUTIVE OFFICER

Robert Stobbe

~~COMPANY SECRETARY~~ of)
 Utilities Management Pty Ltd ABN 25 090 664 878)
 and)
PETER GEOFFREY CHAPPLE)
 who certifies that he is the)
MANAGER PROPERTY SERVICES of)

Peter Chapple

Utilities Management Pty Ltd ABN 25 090 664 878)
 both of 1 Anzac Highway Keswick SA 5035)
 who are personally known to me)

Signature of Witness: *Angela Jayne Clark* **Ann-Marie Goodmund**
~~Angela Jayne Clark~~
 1 Anzac Highway Keswick 5035
 ph: 8404 5897

Coles Group Property Developments Ltd being an entity with a legal interest in the Land by registered easement consents to the Owner entering into this Deed.

**Signed for Coles Group Property
Developments Ltd** by an authorised
representative in the presence of:

.....
Signature of witness

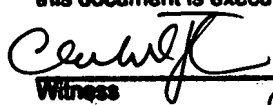
.....
Signature of authorised representative

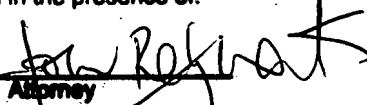
.....
Name of witness (print)

.....
Name of authorised representative (print)

.....
Position of authorised representative (print)

Executed by **COLES GROUP PROPERTY
DEVELOPMENTS LTD** by its duly appointed
Attorney **JOHN REGINATO**
who states that he or she has received no notice
of revocation of the Power of Attorney
11638049 under the authority of which
this document is executed in the presence of:


Witness


Attorney

CHANTAL JACOB
Name (print)

John Reginato
Position **Head Legal Counsel - Property**

Name (print) _____
John Reginald
Head Legal Counsel - Property

Witness _____
Attorney _____

This document is executed in the presence of:
under the authority of which
of revocation of the Power of Attorney
who states that he or she has received no notice
Attorney
Executed by _____
by its duly appointed

Annexure A

Land Management Agreement by Deed

**City of Charles Sturt
South Australian Jockey Club Incorporated**

United Overseas Bank Ltd (ABN 56 060 785 284) being an entity with a legal interest in the Land by registered Mortgage No. 11537779 consents to the Owner entering into this Deed

EXECUTION BY CONSENTING PARTY

SIGNED for and on behalf of **UNITED
OVERSEAS BANK LIMITED** by its
Attorney **PETER HENRY MACKINLAY**

of **Level 9**
32 Martin Place, Sydney
Manager in the presence of:

UNITED OVERSEAS BANK LIMITED
by its Attorney

Power of Attorney No. **172657**

.....
Signature of Witness – Signed in my presence by the
above Attorney who is either personally known to me
or has satisfied me as to his identity.

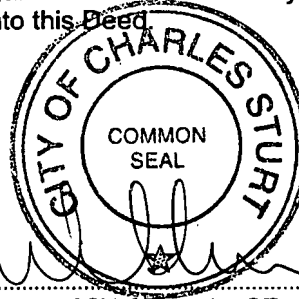
ROBERT SAMUEL JOHNSON
.....
Full Name of Witness (Block Letters)

680 Bay 2049, Sydney NSW 2001
.....
Address of Witness

02 8257 4637
.....
Business hours telephone No

City of Charles Sturt being an entity with a legal interest in the Land by registered Lease No. 7955203 consents to the Owner entering into this Deed.

THE COMMON SEAL of City of Charles Sturt was affixed in the presence of:




Signature of Mayor

Kirsten Alexander
Name of Mayor (print)

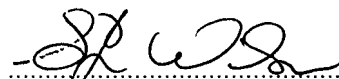

Signature of Chief Executive Officer

M. Withers
Name of Chief Executive Officer (print)

Minister for Planning being an entity with a legal interest in the Land by registered Agreement No. 11733177 consents to the Owner entering into this Deed.

SIGNED by Director, Strategy and)
Affordable Housing Outcomes, Urban)
Renewal Authority by authority of the)
MINISTER FOR HOUSING AND)
URBAN DEVELOPMENT as delegate)
of the Minister for Planning pursuant to)
section 20 of the Development Act)
1993 in the presence of:)




.....
Witness


.....
Name (print)

City of Charles Sturt being an entity with a legal interest in the Land by registered Lease No. 7955203 consents to the Owner entering into this Deed.

THE COMMON SEAL of City of Charles Sturt was affixed in the presence of:

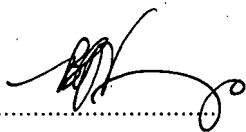
.....
Signature of Mayor

.....
Signature of Chief Executive Officer

.....
Name of Mayor (print)

.....
Name of Chief Executive Officer (print)

The Owner certifies pursuant to section 57(4) of the Act that no other person has a legal interest in the Land.

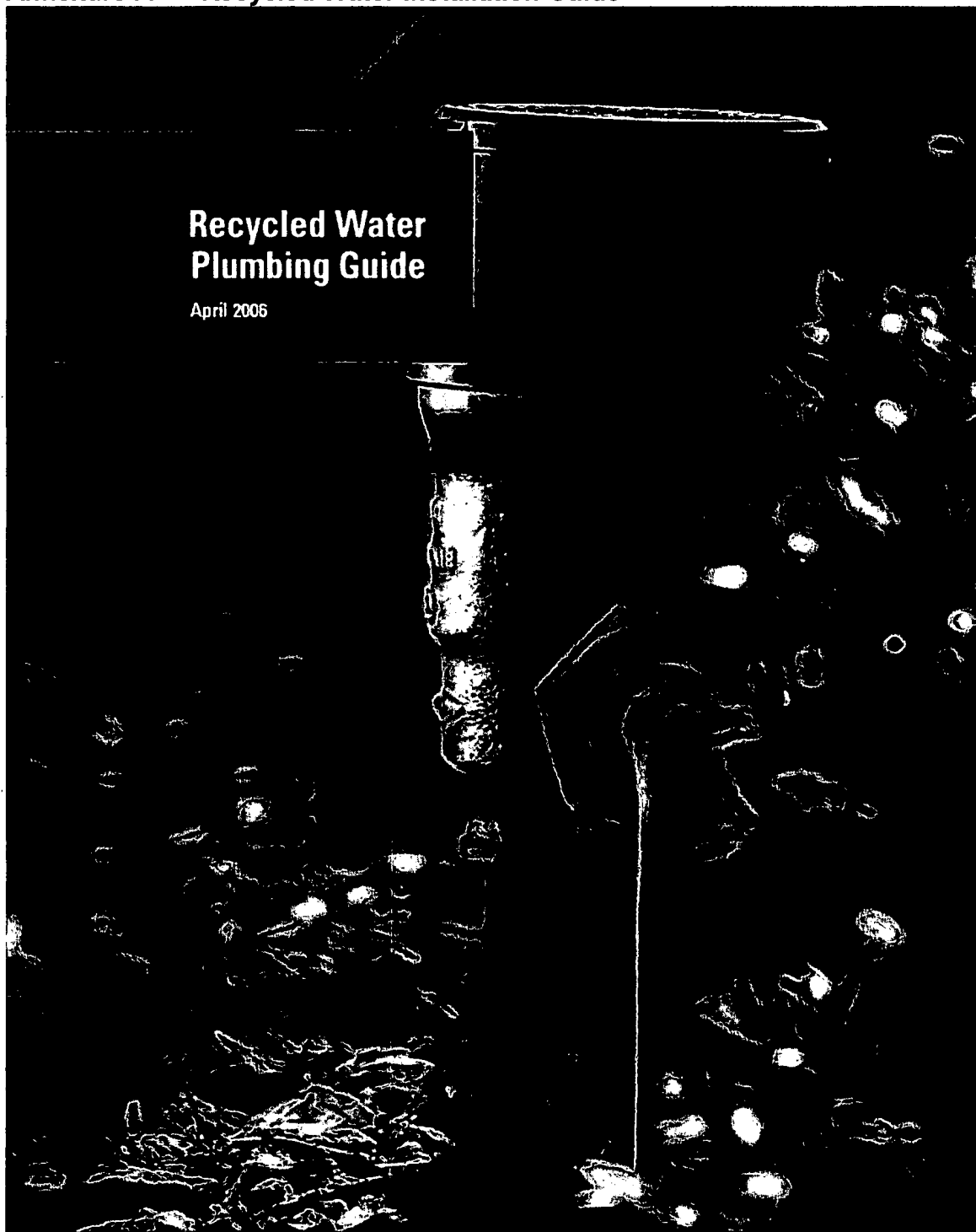


For and on behalf of
SOUTH AUSTRALIAN JOCKEY CLUB INCORPORATED

Annexure A Recycled Water Installation Guide

**Recycled Water
Plumbing Guide**

April 2006



**GUIDELINES FOR USE
AND INSTALLATION**



Contents

Recycled Water Services	3
Recycled Water Information	4
Recycled Water – What can it be used for?	5
Recycled Water Main	6
Water Pressure	6
Water Meter Assemblies	7
Approved Products	8
On the Property	8
Commissioning the System	10

Recycled Water Services

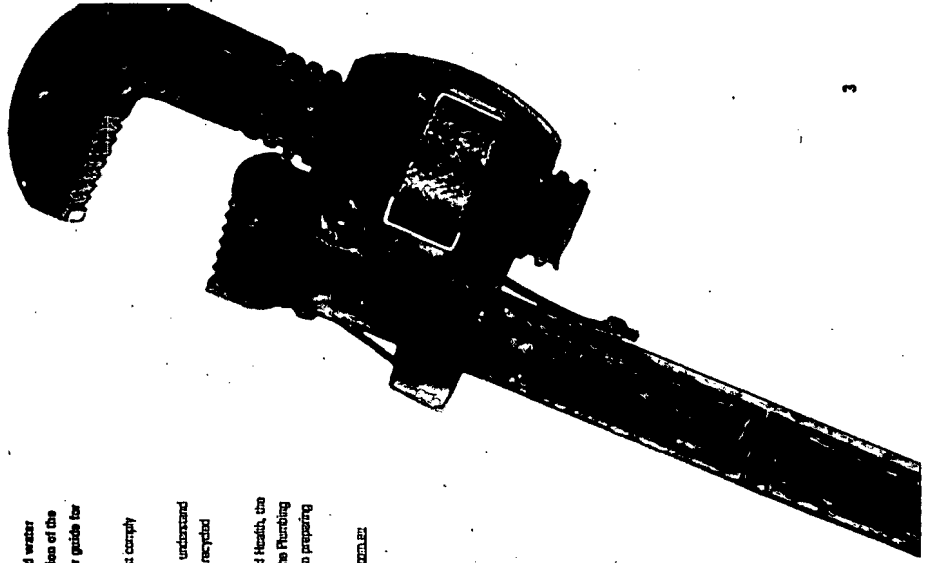
This guide is for those who install recycled water services. It aims to ensure proper installation of the recycled water service and provide a clear guide for safe use of recycled water.

The installation of a recycled water service must comply with AS/NZS 3500.

The guide is also for handworkers to help them understand how the recycled water system works and how recycled water may be used within the home.

SA Water would like to thank the Department of Health, the Plumbing Industry Commission of Victoria and the Plumbing Industry Association of SA for their assistance in preparing this guide.

Copies can be downloaded from www.sa.gov.au



Recycled Water Information

Recycled water is water which has been derived from sewerage systems (including Septic Tank Effluent Disposal Systems - STEDS) and treated to a standard which is satisfactory for its intended use. See page 5 for a list of uses.

Recycled water must be managed differently to drinking water.

"Class A" is the highest quality of recycled water and typically requires full secondary treatment to remove dissolved and suspended organic material by biological oxidation and sedimentation, plus tertiary filtration and disinfection.

The use of recycled water in new developments is a growing trend across Australia as we explore ways to become more water efficient.

For properties supplied with recycled water a dual water supply will be available, consisting of:

- One water main for drinking water
- One water main for recycled water

The recycled water system will have very distinctive features to make it easy to identify. This guide outlines those distinctive features to ensure recycled water services are correctly installed.

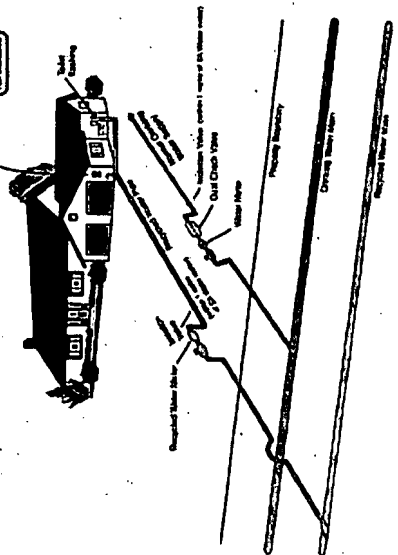
The main objective is to ensure the recycled water service cannot be accidentally interconnected to the drinking water supply within the property.

On the completion of the work the plumber will be required to notify SA Water and an audit will be undertaken before

- ensure there is no interconnection between the recycled water service and the drinking water service and
- ensure recycled water is only supplied to toilets and garden beds.

This guide will tell you how to do this.

The plumber is required to submit a Certificate of Compliance to the property owner and SA Water within seven days of completing the final fit commissioning. **Note: This requirement does not apply to an irrigation system connected to the recycled water service.**



Recycled Water - What can it be used for?



Recycled water CAN be used for:

Forrest Flesching

(Consumers about 11% of household water)

Writing card

•Dorjampa, 6th

Fill in essential words:

[illegible]

Drinking
(human and animal consumption)

Cooking or other kitchen purposes.
Personal washing, such as baths, showers,
hand basins and bidets.

Executive Summary

Clothes washing

Indoor household cleaning

Swimming pools and spas

ಪಿರಾವಾಟಾಣಿ ಜನಪದವು (ಪಿರಾವಿಟ್ಟು ಜನಪದ
ಎಂಬುದು) (ಅ. ೧೧) ಪಿರಾವಿಟ್ಟು ಜನಪದ
ಜನಪದವು)

Washing companion animals

SA Water Owned and Operated Systems. Recycled Water Main

Recycled water will be delivered to properties by a system of dedicated mains.

Upon application to SA Water by the plumber/hunter/owner, each property will be provided a recycled water connection from the recycled water main and a drinking water supply connection from the drinking water main.

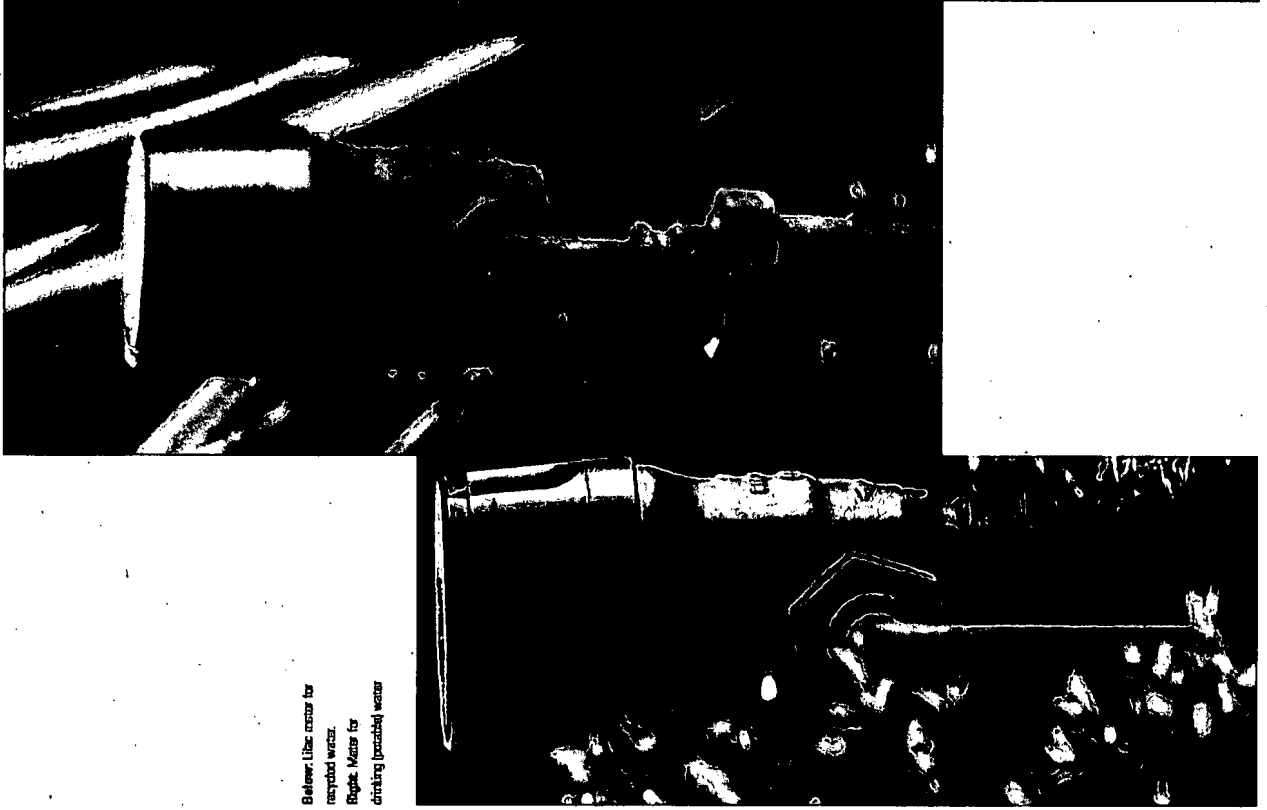
Water Pressure

Water pressure in the recycled water main will be slightly less than the pressure in the drinking water main. This will impact on the pressure of water for irrigation systems connected to the recycled water system and therefore needs to be considered when designing the system.

From main to meter.

Two water service pipes will enter the property.

- The service pipe for recycled water will be identified by a purple colour in accordance with AS701, being no darker than P21 (purple) or P12 (purple) and no lighter than P23 (blue).
- The service pipe for drinking water supply will not be coloured (blue/purple).



Below: Like meter for recycled water.
Right: Meter for drinking (potable) water

SA Water Owned and Operated Systems. Water Meter Assemblies

The recycled water meter assembly is purple in colour. The meter will be fixed above ground in the position of the existing 'potable' water service point on the property.

- Prior to the commencement of building construction the plumber/hunter/owner is required to lodge a building site and floor plan and make payment for water services (and sewer connection).
- SA Water will supply both water meters on application.
- The recycled water meter will be located in the closed position until the recycled water service has been completed, inspected by SA Water and deemed suitable for activation.
- The meter components used for recycled water are different to those for drinking water to prevent interchange of the meters.
- The licensed plumbing contractor must ensure SA Water has been notified before commencing work and at each stage of the recycled water service installation. The plumbing contractor is to be present at the time of final inspection by SA Water.
- A dual check valve will be provided by SA Water as part of the 20mm drinking water meter assembly, the dual check valve is to remain visible and accessible.
- Measured drinking water supplies greater than 20mm will require an appropriate backflow prevention device installed by the plumbing contractor.
- Alteration to the existing recycled/drinking water connection will require an application to be made to SA Water.
- Any property service connections including the water meter are the responsibility of SA Water.

Approved Products

Only products certified under the National Plumbing Product Approval Scheme are permitted to be used for recycled and drinking water services connected to SA Water's supply system.

Pipes to be used on recycled water must be clearly DRINK and coloured in accordance with AS/NZS 1547, being no darker than P12 (acacia) or P12 (purple) and no lighter than P23 (blue). External metallic stand pipes must be coloured, as above.

On the Property

The plumber is required to submit a Certificate of Compliance to the council and SA Water within seven days of completing the work. *Note: This requirement does not apply to an irrigation system connected to a recycled water service.*

Unless no circumstances is there to be discontinuation between the recycled water service and the drinking water service.

- All plumbing work within a property, including recycled water plumbing, is to be undertaken by a licensed or registered plumber and certified to SA Water for audit.

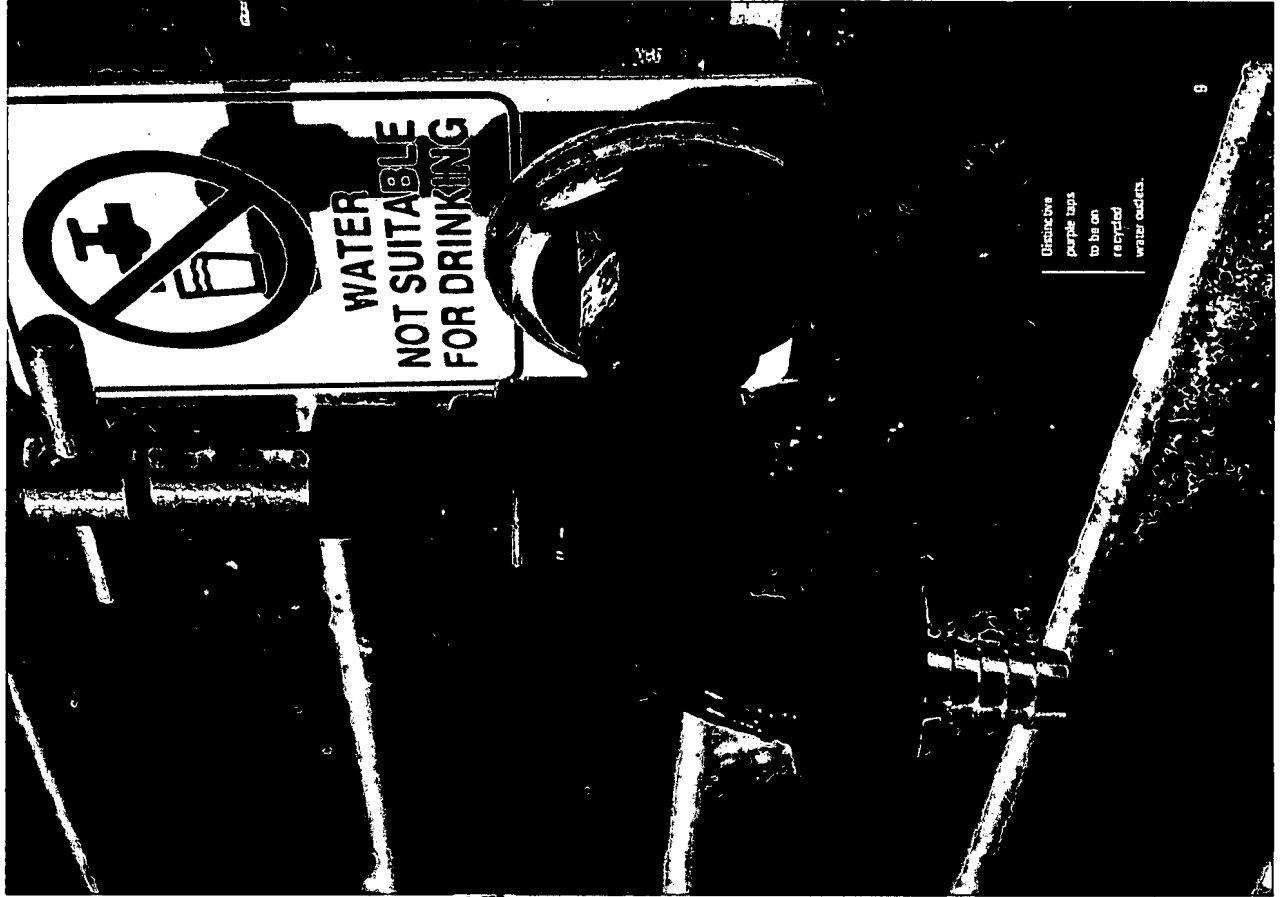
Certified products will be clearly identified and colour coded.

PB1350 POLYETHYLENE GLYCOL (PEG) - RECYCLED WATER

- All pipe work and products used in the installation of recycled water services shall comply with Section 2 of AS/NZS 3500.1:2010.
- Where pipes are not integrally coloured purple, identification may be achieved by means of close fitting durable purple coloured chalking, marking or spray wrapped tape.
- All recycled water pipes, pipe sleeves and identification tapes and outlets shall be purple and be marked with the following RECYCLED OR RECLAIMED WATER - DO NOT DRINK.
- All buried pipes must have identification tape installed on top of the recycled water pipe, running longitudinally and fastened to the pipe at not more than 3 metre intervals. This identification tape (as pictured below) is designed to ensure safety when digging in the vicinity of recycled water pipes to prevent rupture.



- External hose tap outlets shall comply with the following:
 - They shall be clearly marked with either a warning sign or prohibition sign in accordance with AS1319.
 - They shall be of a type that has a removable handle except where the outlet is located 1700mm or more above finished surface level.
 - They shall be coloured, powdered coated purple.
- All other installation requirements of Section 5 AS/NZS 3500.1:2010, Installation of Cold Water Services also apply.

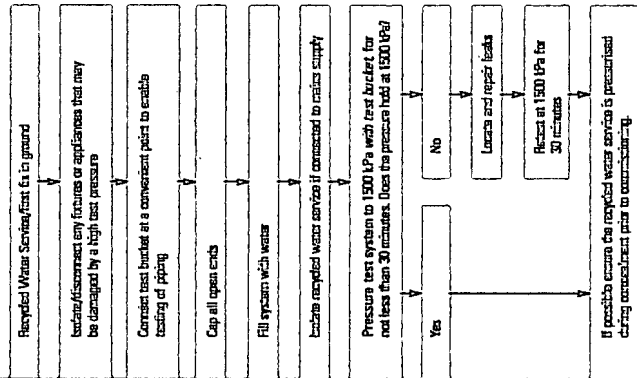


Commissioning The System

It is the responsibility of the installing plumber to ensure SA Water is made aware of the commissioning of the system before the system is put into service. The plumber must be visible at each step for inspection. On the successful completion of the commissioning process, SA Water will attach a Recycled Water Label to the lower side of the disinfection water tank door. The following commissioning procedure must be followed and detailed on the Certificate of Completion as required. The following sequence is to be provided to the SA Water Field for commissioning by SA Water.

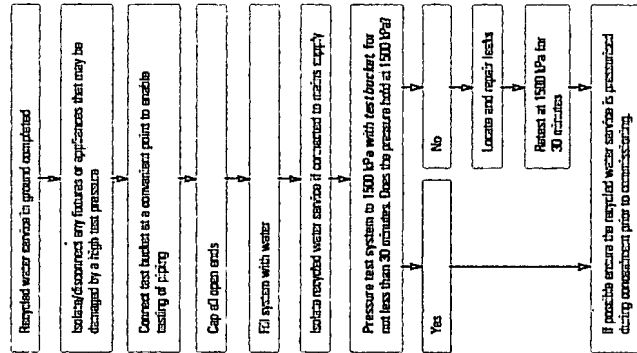
Stage 1

COMMISSIONING THE RECYCLED WATER SYSTEM (FIRST FILLING WATER)



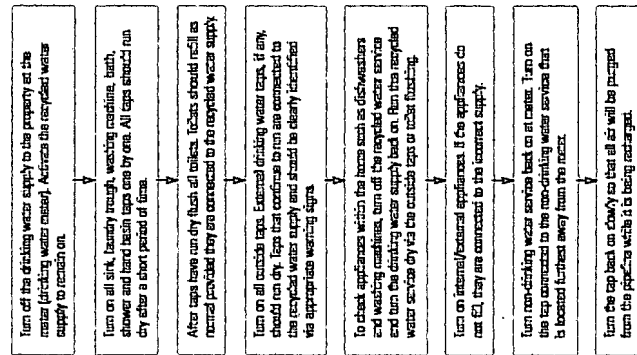
Stage 2

COMMISSIONING THE RECYCLED WATER SYSTEM (FIRST FILLING WATER)



Stage 3

COMMISSIONING THE RECYCLED WATER SYSTEM (FINALITY)



For more information	
<p>The following organisations provide a range of information related to water quality, conservation and efficiency:</p> <p>SA Water www.sawater.com.au Telephone 1300 650 950</p> <p>Department of Health www.health.sa.gov.au Telephone (08) 8223 6070</p> <p>Environment Protection Authority www.epa.sa.gov.au Telephone (08) 8204 2000</p> <p>Department of Environment & Heritage www.environment.sa.gov.au Telephone (08) 8204 9000</p> <p>Plumbing Industry Association of SA www.plumbingindustry.com.au Telephone (08) 8252 4000</p>	<p> SA Water</p> <p> Department of Health</p> <p> EPA</p> <p> Department for Environment and Heritage</p> <p> PIA</p>

DATED

2012

BETWEEN:

CITY OF CHARLES STURT

Council

AND

SOUTH AUSTRALIAN JOCKEY CLUB INCORPORATED

Owner

**LAND MANAGEMENT AGREEMENT
BY DEED**

NORMAN WATERHOUSE

Lawyers

Level 15

45 Pirie Street

ADELAIDE SA 5000

Telephone: 08 8210 1200

EPA

Receipt No : 0002680366
Admin No : 59343 (92887)

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

10 June, 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 6107 Folio 254
Address Unit 31, 1-15 Tulloch Drive, ST CLAIR SA 5011

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 <i>Environment Protection Act 1993</i> 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 <i>Environment Protection Act 1993</i> 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 <i>Environment Protection Act 1993</i> 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 <i>Environment Protection Act 1993</i> 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 <i>South Australian Waste Management Commission Act 1979</i> to operate a waste depot at the land?	NO
f)	details of a licence issued under the repealed <i>Waste Management Act 1987</i> to operate a waste depot at the land?	NO
g)	details of a licence issued under the repealed <i>South Australian Waste Management Commission Act 1979</i> 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 <i>Waste Management Act 1987</i> 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 <i>Environment Protection Act 1993</i>)?	NO
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b)	details of site contamination notified to the EPA under section 83A of the <i>Environment Protection Act 1993</i> ?	YES
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?	YES
e)	details of an agreement for the exclusion or limitation of liability for site contamination to which section 103E of the <i>Environment Protection Act 1993</i> 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 <i>Environment Protection Act 1993</i> ?	NO
g)	details of an agreement entered into with the EPA relating to an approved voluntary site remediation proposal under section 103K of the <i>Environment Protection Act 1993</i> ?	NO
h)	details of a notification under section 103Z(1) of the <i>Environment Protection Act 1993</i> relating to the commencement of a site contamination audit?	YES
i)	details of a notification under section 103Z(2) of the <i>Environment Protection Act 1993</i> relating to the termination before completion of a site contamination audit?	NO
j)	details of records, held by the former <i>South Australian Waste Management Commission</i> under the repealed <i>Waste Management Act 1987</i> , 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 <i>South Australian Health Commission</i> (under the repealed <i>South Australian Health Commission Act 1976</i>)?	NO
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 <i>Environment Protection Act 1993</i> ?	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 <i>Environment Protection Act 1993</i> ?	NO
d)	a copy of a pre-1 July 2009 site audit report?	NO
e)	details relating to the termination before completion of a pre-1 July 2009 site audit?	NO

Records identified in this EPA Statement to Form 1: **SC60188; SC60173-01**

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.

OTR - WATER INDUSTRY

Sophie King

From: DEM:OTR Plumbing Conveyancing <DEMOTRPlumbingConveyancing@sa.gov.au>
Sent: Wednesday, 11 June 2025 2:00 PM
To: Eckermann Searches
Subject: PIR: 2504799652 Reference: 0002680366

OFFICIAL

Please note that any statement related to this property Unit 31, 1-15 TULLOCH DRIVE, ST CLAIR, SA 5011 was based on historical data which no longer applies to the property. The Plumbing section of The Office of the Technical Regulator has no current interests in this property.

Note: This statement may have been recreated from the original data transferred from SA Water. The OTR inherited this data on 10/04/2013 and cannot be held responsible for errors created in records prior to this date. We do endeavour to rectify these issues as soon as they are brought to our attention.

Rebecca Smith | Senior Administration Officer

The Office of the Technical Regulator | Plumbing

Department for Energy and Mining

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