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 parentheses 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:
Street 1:

Suburb: State: Postcode:

2. Purchaser's registered agent: ☐

Address:
Street 1

~~Suburb: State: Postcode:~~

3. Vendor:

R & R Dettman Nominees Pty Ltd (ACN 086 128 690)

Address:
Street 1: 109 Osmond Terrace

Suburb: Norwood State: SA Postcode: 5067

4. Vendor's registered agent: ☑

Klemich Real Estate Pty Ltd (A.C.N. 101 825 147)
T/A Klemich Real Estate RLA 174424

Address:
Street 1: 1/245 Fullarton Road

Suburb: Eastwood State: SA Postcode: 5063

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

6. Description of the land: (*Identify the land including any certificate of title reference)*

Unit 4 Strata Plan 6641 in the area named Kurralta Park Hundred of Adelaide

Street 1: 4/10 Mortimer Street

Suburb: Kurralta Park State: SA Postcode: 5037

being the *whole / ~~portion~~ of the land comprised in Certificate of Title

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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:

109 Osmond Terrace Norwood SA 5067

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

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

joseph@klemich.com.au

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

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

1/245 Fullarton Road Eastwood SA 5063

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

Note:

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

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

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

5. Effect of service

If you serve such cooling-off notice on the vendor, the contract will be taken to have been rescinded at the time when the notice was served.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

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

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

Proceeding with the purchase

If you wish to proceed with the purchase:

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

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

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

Part C—Statement with respect to required particulars

(section 7(1))

To the purchaser:

***I**/We, R & R Dettman Nominees Pty Ltd (ACN 086 128 690)

of 109 Osmond Terrace Norwood SA 5067

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: _____ Date: _____

Signed: Signed:

Date: _____ Date: _____

Signed: Signed:

Part D—Certificate with respect to prescribed inquiries by registered agent ☑

(section 9)

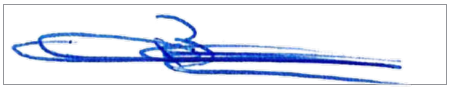
To the purchaser:

I, Christine Bertram of Bertram Form 1 Shop Pty. Ltd. (A.C.N. 147 186 132)

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:

Date: 15/10/2026

Signed: 

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

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

Schedule—Division 1—Particulars of mortgages, charges and prescribed encumbrances affecting the land (section 7(1)(b))

Note:

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

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

(a) there is an attachment to this statement and:
- (i) all the required particulars are contained in that attachment; and
- (ii) the attachment is identified in column 2; and
- (iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or

(b) the mortgage, charge or prescribed encumbrance:
- (i) is 1 of the following items in the table:
  - (A) under the heading 1. General:
    - 1.1 Mortgage of land
    - 1.4 Lease, agreement for lease, tenancy agreement or licence
    - 1.5 Caveat
    - 1.6 Lien or notice of a lien
  - (B) under the heading 36. Other charges:
    - 36.1 Charge of any kind affecting the land (not included in another item); and
- (ii) is registered on the certificate of title to the land; and
- (iii) is to be discharged or satisfied prior to or at settlement.

Table of particulars

Column 1 **Column 2** **Column 3**

(If an item is applicable, ensure that the box for the item is ticked and complete the item.)

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

(a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and

(b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and

(c) the heading "6. Repealed Act conditions" and item 6.1; and

(d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2,

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

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

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

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

1. General

1.1 Mortgage of land

*(**Note:** Do not omit this item. The item and its heading must be included in the statement even if not applicable.)*

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Number of mortgage: (if registered)

Name of mortgagee:

1.2 Easement

(whether over the land or annexed to the land)

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

*(**Note:** Do not omit this item. This item and its heading must be included in the statement even if not applicable.)*

Is this item applicable? ☑

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

Are there attachments? YES

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

Property Interest Report - Page 12

Description of land subject to easement:

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Nature of easement:

Statutory Easements

Are you aware of any encroachment on the easement?

NO

If YES, give details:

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

If YES, give details:

1.3 Restrictive covenant

*(**Note:** Do not omit this item. This item and its heading must be included in the statement even if not applicable.)*

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Nature of restrictive covenant:

Name of person in whose favour restrictive covenant operates:

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

If NO, give details:

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

1.4 Lease, agreement for lease, tenancy agreement or licence

(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)

*(**Note:** Do not omit this item. This item and its heading must be included in the statement even if not applicable.)*

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Name of parties:

Period of lease, agreement for lease etc:

From _____ to _____

Amount of rent or licence fee:

$ _____ per _____ (period)

Is the lease, agreement for lease etc in writing?

If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify -

(a) the Act under which the lease or licence was granted:

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

5. *Development Act 1993* (repealed)

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

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Condition(s) of authorisation:

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 1967* (repealed)

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

Is this item applicable? ☐

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

Are there attachments?

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

Nature of condition(s):

7. *Emergency Services Funding Act 1998*

7.1 section 16 - Notice to pay levy

Is this item applicable? ☑

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

Are there attachments? YES

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

Certificate of Emergency Services Levy

Date of notice:

30/09/2026

Amount of levy payable:

$102.45

19. *Land Tax Act 1936*

19.1 Notice, order or demand for payment of land tax

Is this item applicable? ☑

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

Are there attachments? YES

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

Certificate of Land Tax payable

Date of notice, order or demand:

30/09/2026

Amount payable (as stated in the notice):

Refer to Certificate of Land Tax payable attached

20. *Local Government Act 1934* (repealed)

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice, order etc:

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

Land subject thereto:

Nature of requirements contained in notice, order etc:

Time for carrying out requirements:

Amount payable (if any):

29. *Planning, Development and Infrastructure Act 2016*

29.1 Part 5 - Planning and Design Code

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

Is this item applicable? ☑

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

Are there attachments? YES

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

City of West Torrens Council search - 14 pages

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

Zone: Urban Corridor (Boulevard) (UC(Bo))

Overlays as per Data Extract for Section 7 search purposes included in City of West Torrens Council search

Is there a State heritage place on the land or is the land situated in a State heritage area?	NO
Is the land designated as a local heritage place?	NO
Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?	NO
Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	YES

Note - For further information about the Planning and Design Code *https://code.plan.sa.gov.au*.

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

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of authorisation:

Name of relevant authority that granted authorisation:

Condition(s) of authorisation:

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

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Name of person giving notice of proposed work:

Building work proposed: (as stated in the notice)

Other building work as required pursuant to the Act:

29.4 section 140 - Notice requesting access

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Name of person requesting access:

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

Activity of work to be carried out:

29.5 section 141 - Order to remove or perform work

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of order:

Terms of order:

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

Amount payable: (if any)

29.6 section 142 - Notice to complete development

~~***Is this item applicable?***~~

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

Are there attachments?

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

Date of notice:

Requirements of notice:

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

Amount payable: (if any)

29.7 section 155 - Emergency order

~~***Is this item applicable?***~~

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

Are there attachments?

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

Date of order:

Name of authorised officer who made order:

Name of authority that appointed the authorised officer:

Nature of order:

Amount payable: (if any)

29.8 section 157 - Fire safety notice

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of notice:

Name of authority giving notice:

Requirements of notice:

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

Amount payable: (if any)

29.9 section 192 or 193 - Land management agreement

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of agreement:

Names of parties:

Terms of agreement:

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

~~***Is this item applicable?***~~

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

Are there attachments?

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

Date requirement given:

Name of body giving requirement:

Nature of requirement:

Contribution payable: (if any)

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

~~***Is this item applicable?***~~

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

Are there attachments?

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

Date of agreement:

Names of parties:

Terms of agreement:

Contribution payable: (if any)

29.12 Part 16 Division 1 - Proceedings

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date of commencement of proceedings:

Date of determination or order: (if any)

Terms of determination or order: (if any)

29.13 section 213 - Enforcement notice

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date notice given:

Name of designated authority giving notice:

Nature of directions contained in notice:

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

Amount payable: (if any)

29.14 section 214(6), 214(10) or 222 - Enforcement order

~~***Is this item applicable?***~~ ☐

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

Are there attachments?

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

Date order made:

Name of court that made order:

Action number:

Names of parties:

Terms of order:

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

Particulars relating to a strata unit ☑

1 Name of strata corporation: Strata Corporation 6641 Inc.

Address of strata corporation: 10 Mortimer Street Kurralta Park SA 5037

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

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

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

Administration Fund: $410.00 per quarter
Sinking Fund: $25.00 per quarter
Refer to Horner Management search attached

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

Net assets: $2,599.84. Refer to Balance Sheet dated 15/10/2026 included in Horner Management search attached for breakdown of assets and liabilities.

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

Refer to minutes of meetings included in Horner Management search attached

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

100 of 1,000

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

4 Documents supplied by the strata corporation that are enclosed:

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

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

NO

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

YES

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

YES

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

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

On 29/09/2026 a request was sent to Horner Management. The AGM held on 07/11/2025 is the first and only AGM that has been held as prior to this the corporation has always been owned/managed by one family/owner.

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

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

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

Name: Horner Management

Address: 232 South Road Mile End SA 5031

Note-

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

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

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

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

Schedule-Division 3-Community lots and strata units ☑

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

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

Governance

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

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

Use of your property

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

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

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

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

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 1 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 Advice Service with respect to conveyancers and the conveyancing process, see www.aicsa.com.au.

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

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

You can also seek advice from a legal practitioner.

ANNEXURES

~~* There are no documents annexed hereto~~

* The following documents are annexed hereto -

Form R3 - Buyers Information Notice

Copy of Certificate(s) of Title to the Land

The particulars supplied by the Strata Corporation (statement pursuant to section 41) and enclosures including Articles of the Strata Corporation

Copy of Strata Plan (SP6641)

Property Interest Report

Local Government Authority prescribed inquiry

SA Water Certificate

Emergency Services Levy Certificate

Land Tax Certificate

Smoke Alarm Notice

ACKNOWLEDGEMENT OF RECEIPT

* I / We, the abovenamed Purchaser(s), hereby acknowledge having received this day this Statement under section 7 under the *Land and Business (Sale and Conveyancing) Act* with the annexures as set out above.

Dated this _____ Day of _____ 20____

Signature of purchaser(s)

	Signature		Signature
_____	Date	_____	Date
	Signature		Signature
_____	Date	_____	Date

*(*Strike out whichever is not applicable)*

Form R3

Land and Business (Sale and Conveyancing) Act 1994 (section 13A)
Land and Business (Sale and Conveyancing) Regulations 2025 (regulation 17)

Buyers information notice

Prescribed notice to be given to purchaser

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 (CBS) recommends that you check the Consumer and Business Advice section on the following 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 e.g. sheds and fences?
- Does the property have any significant **defects** e.g. **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** (e.g. 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.

REAL PROPERTY ACT, 1886
South Australia

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

REGISTRAR-GENERAL SOUTH AUSTRALIA

Certificate of Title - Volume 5014 Folio 144

Parent Title(s) CT 4255/2

Creating Dealing(s) CONVERTED TITLE

Title Issued 12/03/1991 **Edition** 3 **Edition Issued** 16/04/1999

Estate Type

FEE SIMPLE (UNIT)

Registered Proprietor

R & R DETTMAN NOMINEES PTY. LTD. (ACN: 086 128 690)
OF 109 OSMOND TERRACE NORWOOD SA 5067

Description of Land

UNIT 4 STRATA PLAN 6641
IN THE AREA NAMED KURRALTA PARK
HUNDRED OF ADELAIDE

Easements

NIL

Schedule of Dealings

NIL

Notations

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

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

STATEMENT PURSUANT TO SECTION 41 OF THE *STRATA TITLES ACT 1988*

Date of Statement: **8 October 2026**

Unit in respect of which the Statement is issued: **Unit 4** in **Units Plan** No**. 6641 at 10 Mortimer Street, KURRALTA PARK SA 5037**

Person requesting certificate:
Name: Bertram Form One Shop,
Address: 107 Greenhill Road UNLEY SA 5061

The Strata corporation certifies the following with respect to the Unit being the subject of this Statement:

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

Total amount last determined with respect to the lot

Amount	Period
$820.00	01 Jul 2026 to 31 Dec 2026

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]$410.00	01 Jul 2026 to 30 Sep 2026	01 Jul 2026
[PAID]$410.00	01 Oct 2026 to 31 Dec 2026	01 Oct 2026
[STILL TO BE RAISED]	01 Jan 2027 to 31 Mar 2027	01 Jan 2027
[STILL TO BE RAISED]	01 Apr 2027 to 30 Jun 2027	01 Apr 2027

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 76(1) of the Act)

Total amount last determined with respect to the lot

Amount	Period
$50.00	01 Jul 2026 to 31 Dec 2026

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]$25.00	01 Jul 2026 to 30 Sep 2026	01 Jul 2026
[PAID]$25.00	01 Oct 2026 to 31 Dec 2026	01 Oct 2026
[STILL TO BE RAISED]	01 Jan 2027 to 31 Mar 2027	01 Jan 2027
[STILL TO BE RAISED]	01 Apr 2027 to 30 Jun 2027	01 Apr 2027

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 taken out by the strata corporation.

Flex Insurance
Policy No. HS0006047637
Type: Building
Premium: $8,386.73
Next due: 30/06/2027

Cover	*Sum insured*	*Excess*
Buidling	$4,134,375.00	$2,000.00
Public Liability	$10,000,000.00	$0.00
Fidelity Guarantee	$100,000.00	$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 Articles for the time being in force
(iv) The current policies of insurance taken out by the corporation

The information provided is accurate as at the date of this Statement and is not intended to be relied upon by any party other than the person who requested this Statement under Section 41 of the Act.

NOTE:

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

This Statement was prepared on behalf of Strata Corporation 6641 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: Robert Dettman]

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)

Strata Corporation 6641 Inc
4/10 Mortimer Street, KURRALTA PARK SA 5037

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 / N0 *****(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.

Horner Management
232 South Road
Mile End SA 5031

Ph: 8234 5777
office@hornermanagement.com.au

Income & Expenditure Statement for the financial year to 15/10/2026

Strata Corporation 6641 Inc — 10 Mortimer Street, KURRALTA PARK SA 5037

Administrative Fund

	Current period 01/11/2025-15/10/2026
Revenue	
Interest on Arrears--Admin	5.05
Levies Due--Admin	16,400.00
Total revenue	16,405.05
Less expenses	
Admin--Information & Communication	600.00
Admin--Insurance Services Fee	1,471.48
Admin--Management Fees--Standard	2,499.96
Admin--Meeting Fee	120.00
Admin--Meeting Fee--Strata Vote	198.00
Admin--Public Officers Admin Fee	150.00
Admin--Taxation & Government--ABN Registration	55.00
Insurance--Premiums	8,386.73
Insurance--Valuation	394.90
Maint Grounds--Grounds Maintenance	530.00
Trades Compliance--Annual Fee	100.00
Utility--Electricity	79.45
Total expenses	14,585.52
Surplus/Deficit	1,819.53
Opening balance	(220.00)
Closing balance	**$1,599.53**

Sinking Fund

	Current period 01/11/2025-15/10/2026
Revenue	
Interest on Arrears--Sinking	0.31
Levies Due--Sinking	1,000.00
Total revenue	1,000.31
Less expenses	
Total expenses	0.00
Surplus/Deficit	1,000.31
Opening balance	0.00
Closing balance	**$1,000.31**

Horner Management
232 South Road
Mile End SA 5031

Ph: 8234 5777
office@hornermanagement.com.au

Income & Expenditure Statement for the financial year to 31/10/2025

Strata Corporation 6641 Inc — 10 Mortimer Street, KURRALTA PARK SA 5037

Administrative Fund

	Current period 01/11/2024-31/10/2025
Revenue	
Total revenue	0.00
Less expenses	
Admin--Document Input Fee	220.00
Total expenses	220.00
Surplus/Deficit	(220.00)
Opening balance	0.00
Closing balance	**-$220.00**

Sinking Fund

	Current period 01/11/2024-31/10/2025
Surplus/Deficit	0.00
Opening balance	0.00
Closing balance	**$0.00**

Horner Management
232 South Road
Mile End SA 5031

Ph: 8234 5777
office@hornermanagement.com.au

Balance Sheet
As at 15/10/2026

Strata Corporation 6641 Inc — 10 Mortimer Street, KURRALTA PARK SA 5037

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	1,819.53
Owners Equity--Admin	(220.00)
	1,599.53
Sinking Fund	
Operating Surplus/Deficit--Sinking	1,000.31
	1,000.31
Net owners' funds	**$2,599.84**
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	1,599.53
	1,599.53
Sinking Fund	
Cash at Bank--Sinking	1,000.31
	1,000.31
Total assets	2,599.84
Less liabilities	
Administrative Fund	
	0.00
Sinking Fund	
	0.00
Total liabilities	0.00
Net assets	**$2,599.84**

Horner Management
232 South Road
Mile End SA 5031

Ph: 8234 5777
office@hornermanagement.com.au

Balance Sheet
As at 31/10/2025

Strata Corporation 6641 Inc — 10 Mortimer Street, KURRALTA PARK SA 5037

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	(220.00)
	(220.00)
Sinking Fund	
Operating Surplus/Deficit--Sinking	0.00
	0.00
Net owners' funds	**-$220.00**
Represented by:	
Assets	
Administrative Fund	
	0.00
Sinking Fund	
	0.00
Total assets	0.00
Less liabilities	
Administrative Fund	
Creditors--Other--Admin	220.00
	220.00
Sinking Fund	
	0.00
Total liabilities	220.00
Net assets	**-$220.00**

Horner Management
232 South Road
Mile End SA 5031

Ph: 8234 5777
office@hornermanagement.com.au

Approved Budget
to apply from 01/01/2026

Strata Corporation 6641 Inc — 10 Mortimer Street, KURRALTA PARK SA 5037

Administrative Fund

	Approved budget
Revenue	
Levies Due--Admin	16,400.00
Total revenue	16,400.00
Less expenses	
Admin--Audit & Accountancy	267.50
Admin--Information & Communication	600.00
Admin--Management Fees--Standard	2,500.00
Admin--Meeting Fee--Strata Vote	120.00
Admin--Public Officers Admin Fee	145.00
Insurance--Premiums	10,000.00
Maint Bldg--General Repairs	1,000.00
Maint Grounds--Grounds Maintenance	1,000.00
Trades Compliance--Annual Fee	100.00
Utility--Electricity	700.00
Total expenses	16,432.50
Surplus/Deficit	(32.50)
Opening balance	(956.66)
Closing balance	-$989.16

Total units of entitlement	1000
Levy contribution per unit entitlement	$16.40

Sinking Fund

	Approved budget
Revenue	
Levies Due--Sinking	1,000.00
Total revenue	1,000.00
Surplus/Deficit	1,000.00
Opening balance	0.00
Closing balance	$1,000.00

Total units of entitlement	1000
Levy contribution per unit entitlement	$1.00

Strata Corporation 6641
10 Mortimer Street, KURRALTA PARK

Minutes of the Annual General Meeting at 232 South Rd, Mile End, SA, 5031
On 7th November 2025 at 9:00AM

PROCEEDINGS

Lots Represented: Mr R Dettman representing all 10 Units

Additional Attendees: Mrs R Dettman

Guest: Jason Voigt representing Horner Management Pty Ltd

Quorum: Those present were advised that a quorum was present by attendance or proxies. The meeting was declared open.

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.

VOTES	Yes: 10	No: 0	Abs: 0	Inv: 0

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.

It is noted that no AGM's have been held during the time of the Corporation as they have always been owned/managed by one family/owner.

Motion LOST.

VOTES	Yes: 0	No: 0	Abs: 10	Inv: 0

ACCEPTANCE OF FINANCIAL STATEMENT

The Corporation's financial statement of accounts for the period 1/11/24 to 31/10/25, showing a closing balance of $0.00 ($0.00 Administration Fund & $0.00 Sinking Fund) be accepted as a true and correct record.

It is noted that as the Corporation has always been owned/managed by one family/owner no formal levies have been created to create a financial statement.

Motion LOST.

VOTES	Yes: 0	No: 0	Abs: 10	Inv: 0

RESOLUTION TO APPOINT STRATA 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 Strata Titles Act 1988 at an annual primary remuneration of $2,500.00 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.

VOTES	Yes : 10	No: 0	Abs: 0	Inv: 0

APPOINTMENT OF OFFICE BEARERS & MANAGEMENT COMMITTEE

In accordance with Section 35 of the Strata 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 Strata Corporation is required by this Act or the articles of the Corporation. (Section 35(3)).

The following appointments were made in accordance with Section 23(1) of the Strata Title Act.

Presiding Officer:	Mr R Dettman	Unit 1	
Secretary:	Mr R Dettman	Unit 1	
Treasure:	Mr R Dettman	Unit 1	**All agreed. Carried.**

RISK & INSURANCE REVIEW

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
HS0006047637	Flex Insurance	30 Jun 2026	Buidling	$4,134,375
			Public Liability	$10,000,000
			Fidelity Guarantee	$100,000
TOTAL PREMIUM: $9,975.00				

Insurance Valuation: The Corporation does not have a valuation held on file. It is recommended the Corporation undertake a valuation to ensure they are insured for the full replacement value.

Insurance Decision: It was agreed to obtain a new valuation to ensure adequate coverage. Additionally, it was decided that at the time of renewal, new insurance quotes would be obtained and compared. If more competitive quotes are found, they will be sent to the committee for approval; otherwise, the current policy will be renewed. It was further agreed to remove Resilium brokers as Horner Management can place cover direct with Flex Insurance and save the Corporations funds. The Manager will arrange for the LOA to be sent to Mr R Dettman for signing to allow this to occur. Carried.

Important Insurance Information

The 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 & Lync Insurance Brokers. 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

Water bills:

It is noted that every Owner receives their own water bills for the property.

Gutter cleaning:

It is noted gutter cleaning is not required at this time and maybe discussed at next year's AGM.

Electricity:

It is noted there are some common lights around the corporation, but Owners are not sure who covers the cost of these; if they are on public lighting or connected to an individual Unit. It was agreed to monitor this and see if the corporation receives a public lighting bill in the future. The Manager notes that a $700 annual budget has been allowed for to cover any costs if this does arise.

PROPOSED BUDGET & CONTRIBUTIONS

The proposed Budget as circulated be accepted, with contributions to the Administration Fund being $20,000.00 and Sinking Fund is: $1,000.00.

Period From	Period To	Due	Admin Fund	Sinking Fund
01 Nov 2025	31 Jan 2026	01 Nov 2025	$5,000.00	$250.00
01 Feb 2026	30 Apr 2026	01 Feb 2026	$5,000.00	$250.00
01 May 2026	31 Jul 2026	01 May 2026	$5,000.00	$250.00
01 Aug 2026	31 Oct 2026	01 Aug 2026	$5,000.00	$250.00
01 Nov 2025	31 Oct 2026		$20,000.00	$1,000.00

Motion DEFEATED.

VOTES Yes: 0 No: 10 Abs: 0 Inv: 0

Budget decision: It was agreed to remove the budget for the water usage as each Unit will receive their own water bills and reduce the general repairs budget to $1,000 per annum. After discussion it was agreed to set the contributions to the Administration fund at $16,400 per annum and $1,000 per annum to the Sinking fund. 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

The Corporation agreed unanimously to adopt the following arrears policy:

- *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.*

This policy has previously been passed by a Unanimous Resolution. If the Corporation wish to revoke this resolution a Unanimous Resolution will be required to do so.

Motion CARRIED.

VOTES Yes: 10 No: 0 Abs: 0 Inv: 0

OTHER BUSINESS

Pets:

It was agreed that pets' applications must still be provided to the corporation to consider on an as needs basis. The relevant requester is to also cover the cost of the vote/meeting as required. Carried.

CLOSURE OF MEETING

The Manager thanked those in attendance, and the meeting was closed at 10:30am. The next meeting is scheduled to be held on Friday 27th November 2026 at 9:00am in the offices of Horner Management.

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 2025 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 2025, water rates have increased to $2.357 (previously $2.251) per kL for the first .383.6kl per unit per day, $3.365 (previously $3.214) per kL for all use over 0.383.6kL per unit per day.

COMMERCIAL WATER PRICES

Commercial: Water Use Usage charge $3.365 per KL (previously $3.214) 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.

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 $99.00.

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.

CORRESPONDENCE AND INVOICE DELIVERY:

Horner Management provide owners with the option to have either their correspondence, invoices or both delivered via email instead of Australia Post. If you would like to receive correspondence or invoices via email, please contact our office.

Strata Corporation 6641 Inc
10 Mortimer Street, KURRALTA PARK

Minutes of the Extraordinary General Meeting at Online only
On 10 July 2026 at 11:00 AM

PROCEEDINGS

Lots Represented:	Sidra Qamar & Amir Bashir Butt	Lot 1
	Arlen James Amey & Lauren Marie Amey	Lot 3
	Robert Dettman	Lot 4
	Robert Dettman	Lot 5
	Robert Dettman	Lot 6
	Nicole Lauren Clayton	Lot 7
	Robert Dettman	Lot 8
	Robert Dettman	Lot 10

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 : 8	No: 0	Abs: 0	Inv: 0

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 : 7	No: 0	Abs: 1	Inv: 0

CARPARK LINING
I / We approve Action Lines, Signs & Civil Pty Ltd $900.08

Motion DEFEATED.

VOTES	Yes : 1	No: 7	Abs: 0	Inv: 0

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

Motion CARRIED.

VOTES	Yes : 8	No: 0	Abs: 0	Inv: 0

Strata Corporation 6641 Inc
10 Mortimer Street, KURRALTA PARK

Minutes of the Extraordinary General Meeting at Online only
On 20 March 2026 at 11:00 AM

PROCEEDINGS

Lots Represented:	Sidra Qamar & Amir Bashir Butt	Lot 1
	Robert Dettman	Lot 2
	Arlen James Amey & Lauren Marie Amey	Lot 3
	Robert Dettman	Lot 4
	Robert Dettman	Lot 5
	Robert Dettman	Lot 6
	Nicole Lauren Clayton	Lot 7
	Robert Dettman	Lot 8
	Robert Dettman	Lot 10

Guest: Jason Voigt representing Horner Management Pty Ltd

APPOINTMENT OF CHAIRPERSON
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 : 9	No: 0	Abs: 0	Inv: 0

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 : 8	No: 0	Abs: 1	Inv: 0

TREE TRIMMING
I / We approve Tree Soldiers $1,200.00

Motion DEFEATED.

VOTES	Yes : 2	No: 7	Abs: 0	Inv: 0

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

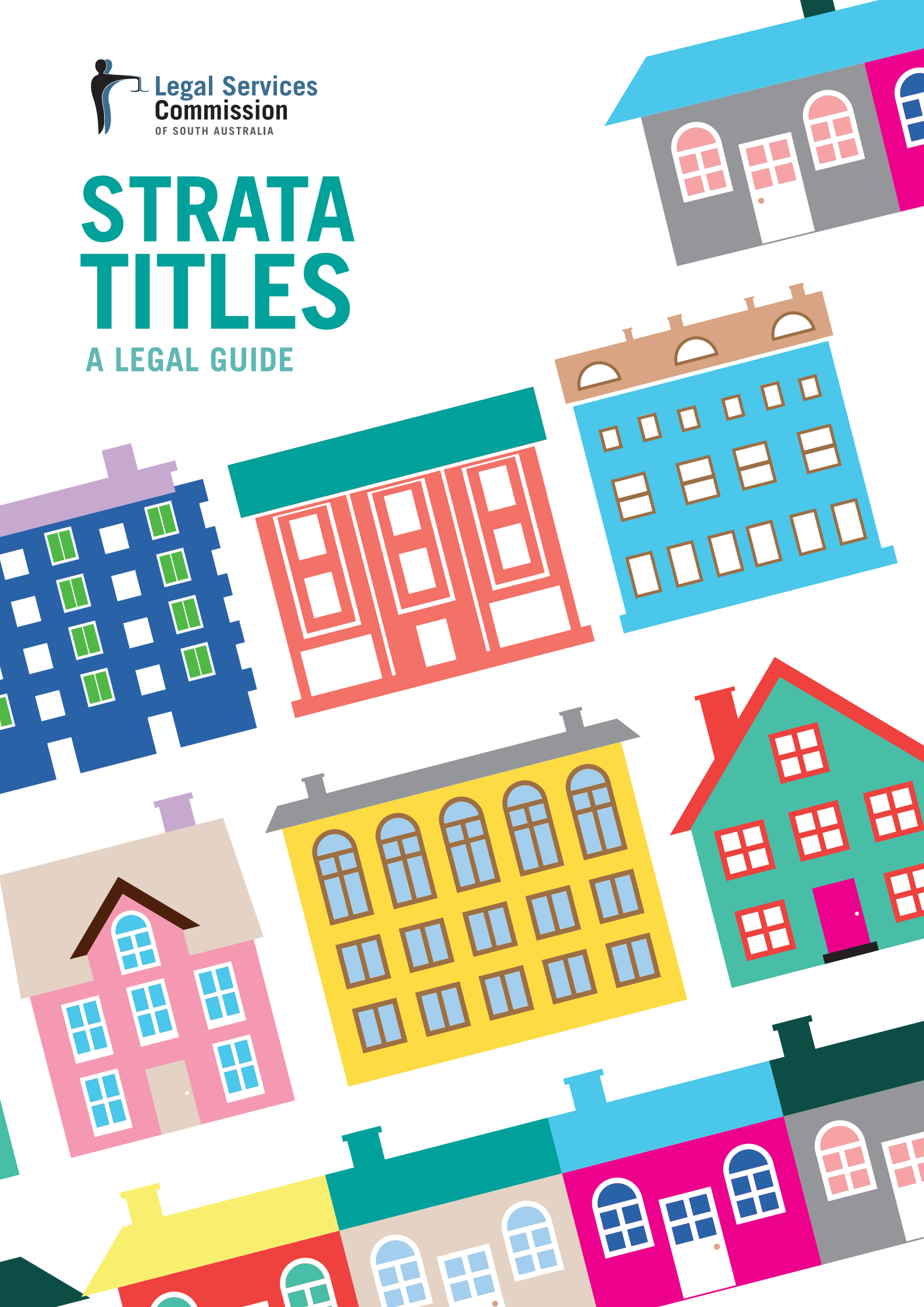
Motion CARRIED.

VOTES	Yes : 9	No: 0	Abs: 0	Inv: 0

Legal Services Commission
OF SOUTH AUSTRALIA

STRATA TITLES

A LEGAL GUIDE



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Strata Titles
A Legal Guide

This booklet is published as a community service by the Legal Services Commission.

January 2014

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Strata Titles

Important things to consider

This booklet is about residential strata titles. If you are planning to buy a strata titled property, there are some important legal matters that you should know.

Community living offers some benefits but it does not suit everyone. Before you buy a unit, think carefully about what is involved. You will be living in close proximity to others, possibly sharing walls and some facilities.

Each group, no matter how big or small, has a corporation, which is a legal entity like a company. All owners are automatically members of their corporation and are bound by the rules of their corporation.

The corporation is responsible for the maintenance and repairs of the common areas.

There is no government agency to oversee the management of strata titles or to resolve disputes. If a dispute cannot be resolved by negotiation or mediation, an application may have to be made to the Magistrates Court to decide the matter.

Buying a Strata Title

Anyone thinking of buying into a strata scheme should, before signing a contract, make sure they understand the operations and finances of the particular corporation.

On application by an owner or potential buyer, a corporation must provide information on the following:

1. How much money must be paid for the upkeep, maintenance and management of the common areas, including money already owed.
2. Assets and liabilities of the corporation.
3. Details of any expenses incurred or about to be incurred by the corporation, such as painting or gutter replacement.
4. Copies of minutes of general meetings and management committee meetings for the last two years.
5. Statements of accounts and financial records of the corporation.
6. Articles or by-laws of the corporation currently in force.
7. Current insurance policies.

The corporation may charge a fee for providing copies of this information.

Checklist

Before you buy a unit or lot, ask yourself these questions:

- Have I read the articles or rules and sought independent advice about these?
- What system does the corporation have for resolving disputes?
- What are the rules about having other people visiting and parking?
- Are there any unpaid contributions owing on my unit?
- How do the contributions and other charges compare with similar corporations?
- Is there a sinking fund or reserve of money held by the corporation for emergency expenses and major maintenance costs such as painting?
- Will the unit, building or site be accessible if I am disabled and require a wheelchair or walking aid? If not, can suitable modifications be made easily?
- What maintenance services are provided and what are the charges for these?
- What are the restrictions on the use of my unit and the common property?
- Can I store my caravan/boat/bicycle?
- Are pets permitted?
- Is the corporation planning any major expenditure that I may be asked to contribute to?
- Are there any structural problems in the building?
- Have I seen a copy of the plan that defines my unit?
- Do the boundaries of the unit match the boundaries shown on the plan?

Strata titles

A strata title is created by the division of land into separate units (at least two) plus common property. The boundaries of a unit are defined by the structural divisions in a building, not by the land.



The law concerning residential strata titles is contained in the Strata Titles Act 1988 (SA), the Strata Titles Regulations 2003 (SA), and the common law.
All references to legislation and regulations in this booklet are to the Strata Titles Act 1988 (SA) and the Strata Titles Regulations 2003 (SA).

Since 1 June 2009, it has not been possible to deposit new strata plans under the Act. New divisions now use the Community Titles Act 1996 (SA). Strata corporations existing at 1 June 2009 were not affected by the change and are still regulated under the Strata Titles Act.

The Strata Corporation

Every strata title property has its own strata corporation. The role of a strata corporation is to administer and maintain the common property for the benefit of all unit owners, to administer all other property of the corporation, and to enforce the articles of the strata corporation [s 25].

All unit owners are automatically members of the corporation [s 18(4)], but tenants are not.

Note that unit owners are guarantors of their corporation's liabilities (obligations), which means the corporation's debts can be enforced against each of the unit owners directly [s 21(1)].

The corporation must have a common seal [s 18(3)], which must be used on relevant documentation lodged with the Lands Titles Office to amend a strata plan where a unanimous resolution is required.

The strata corporation can delegate some or all of its functions to a management committee and may appoint a strata manager or other agent to assist with the management of the corporation.

The articles are the rules of the strata corporation. The corporation can make rules which are binding on the corporation, unit owners and tenants about the use of common property and the units [ss 19, 20], providing that the rules do not contravene the Act or other laws. Schedule 3 of the Act sets out the model articles for all strata corporations. A strata corporation can adopt their own articles or vary the existing articles (See **Articles**).

COMMON PROPERTY

The common property is held by the strata corporation in trust for all the unit owners [s 10]. It is the responsibility of the corporation to maintain the common property [s 25(a)] while it is the responsibility of individual unit owners to maintain what is not common property, that is, to maintain their own units [article 1, Strata Corporation Articles]. For example, a unit owner is not required to clean the gutter attached to their unit; this is the corporation's responsibility.

What is common property?

The question of what is and what is not common property is a difficult issue, and can cause many disputes. Generally speaking, common property is any land or space that is not within a unit [s 5(6)]. Unless a particular strata plan indicates otherwise, the boundary of a unit is the internal surface of the walls, floors and ceilings [s 5(5)]. In most strata corporations, the roof, guttering, external walls and foundations are common property. Internal walls are the owner's responsibility.

Common property also includes [s 5(6)]:

- any pipe, cable, wire, duct or drain that is not for the exclusive use of a unit (any that service only one unit are considered part of that unit, not common property)
- any structure that is not for the exclusive use of a unit installed before the deposit of the strata plan
- any structure installed by a strata corporation as part of the common property
- any other structure on the site committed to the care of a strata corporation as part of the common property.

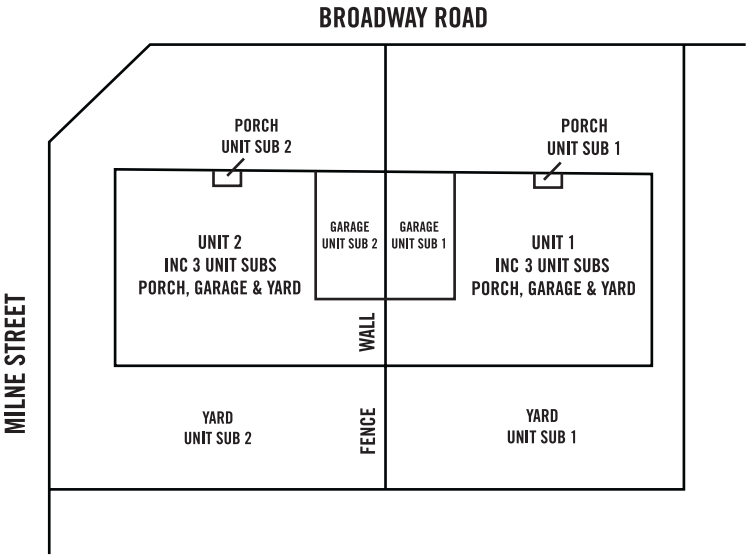
In older strata plans that were deposited before 1 September 1988 the unit boundary was defined as midway between the surfaces of walls, floors and ceilings. In those older plans this definition continues today, unless it has been changed by an amendment to the strata plan. Legal advice may be necessary to work out the correct boundaries of strata plans in place before 1 September 1988.

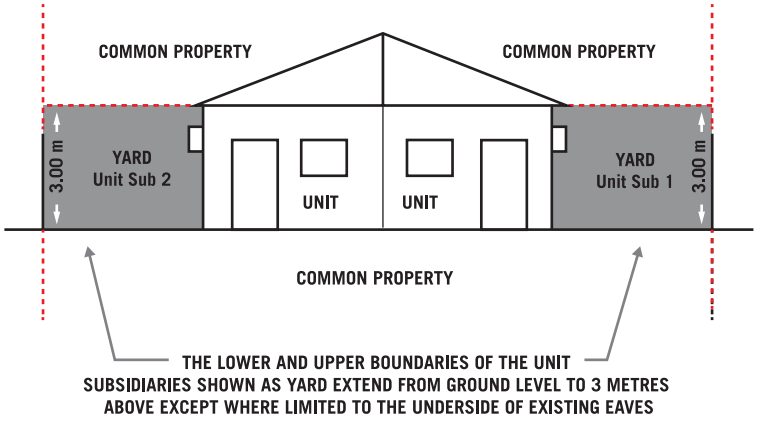
A unit may also include an area defined on the unit plan as a 'unit subsidiary', which is not common property but an area for the exclusive use of a particular unit, for example a carport or yard [s 5(4)(e)]. Unless the strata plan states otherwise, a wall or fence between a building that forms part of a unit and a unit subsidiary to that unit is part of the common property [s 5(7)].

Unit and Common Property boundaries explained

Any area shown on a Strata Plan that is not labelled as a Unit or a Unit Subsidiary is considered 'Common Property. In the plan example adjacent, the walls and building structure is Common Property and the Unit Subsidiaries shown as "Yard" extend in height to 3 metres above the ground level.

Strata Plan example showing unit boundaries and subsidiaries





POWERS OF THE STRATA CORPORATION

Some of the powers of the strata corporation are to:

- borrow money, maintain bank accounts and invest surplus funds [s 26(1)(b), (c), (d)]
- enter into contracts [s 26(1)(e)] (see **Contracts** below)
- levy maintenance payments against unit owners [s 27(2)] (see **Contributions** below)
- require a unit owner to carry out necessary work, such as internal plumbing repairs [s 28] (see **Maintenance and repairs** below)
- do anything reasonable to enable it to fulfil its functions under the Act [s 26(1)(f)].

Contracts

The strata corporation may enter into any kind of contract [s 26(1)(e)]. It may do so either by using its common seal, or by authorising an officer of the corporation or an agent (such as a strata manager) to do so on its behalf [s 24].

Contributions

The corporation raises funds by levying contributions against all unit owners, in accordance with an ordinary resolution passed at a general meeting [s 27(2)]. The amount that each unit owner contributes to funds is normally calculated according to the 'unit entitlement' set out in the strata plan [s 27(3)(a)]. Put simply, a unit entitlement is the portion, or ratio, of the capital value of a unit as against the sum of the capital values of all the units [s 6]. The corporation may, by unanimous resolution, determine that contributions are paid on some other basis [s 27(3)(b)].

The corporation may, by an ordinary resolution at a general meeting, allow contributions to be paid in instalments [s 27(4)(a)].

If contributions are not paid, they are recoverable as a debt [s 27(5)]; the corporation can sue the unit owner for the money.

Interest may be charged by the corporation on contributions or instalments owing, this is done by ordinary resolution [s 27(4)(b)]. The amount of interest charged may not be more than 15% per year, and interest cannot be charged on unpaid interest [reg 8A].

Maintenance and repairs - entry to premises

The corporation's articles will usually include a responsibility on a unit owner to maintain and repair their unit. If a unit owner does not, the strata corporation may give a unit owner written notice requiring them to carry out specific work by a certain time. If the work is not done in the set time, the strata corporation may authorise workers to enter the unit to do the work. This can only happen after the corporation gives at least two days notice in writing to both the unit owner and the occupier (for example, any tenant), This can be done even if the breach was by a former unit holder, an occupier (tenant) or former occupier [ss 28(1), (2), (3)].

Similarly, the corporation may require and enforce work on a unit to remedy a breach of the Act or the articles even if the breach was by a former unit owner, an occupier (tenant) or former occupier [s 28(1)].

If an officer of the corporation or a person authorised by the corporation (such as a strata manager) is satisfied that urgent action is necessary to prevent a risk of death, injury or significant damage to property, the officer or authorised person can, after giving whatever notice (if any) to the unit owner and occupier they consider reasonable in the circumstances, authorise entry to a unit for the performance of work reasonably necessary to deal with the risk. To enter the unit, such force as is reasonably necessary may be used. [s 28(3a), (3b)]

The individual unit owner is liable to the corporation for the reasonable cost of work done [s 28(4)]. If the need for the work arose because of someone else, for example a tenant or previous owner, the unit owner can recover the cost as a debt from that person [s 28(5)].

Return of property

A strata corporation may require anyone in possession of any record, key, or other property of the corporation to return it to an officer of the corporation by a specified time. The person in possession of the property must be given written notice to return the property, and the person it must be given to must be stated in the notice[s 39].

INSURANCE

A strata corporation must have building insurance [s 30] and public liability insurance [s 31]. A strata corporation with an administrative or sinking fund must have fidelity guarantee insurance from 27 October 2014 [reg 9(2)(b)], s 31(2a)]. It may also, by special resolution, decide to insure against other potential liabilities, for example, office bearer liability.

A unit owner, a mortgagee of a unit or a potential buyer or mortgagee of a unit may, by contacting the secretary of the strata corporation, request to see any or all of the insurance policies currently held by the corporation [s 32].

Building insurance

The strata corporation must insure buildings and building improvements to replacement value [s 30], which includes any costs associated with replacement, such as demolition, surveying, architectural or engineering work. The insurance must cover damage caused by the events, apart from subsidence (sinking ground movement), listed in regulation 10 Insurance Contracts Regulations 1985 (Cth) [s 30(3)]. A corporation cannot allow each unit owner to take out their own individual building insurance.

The corporation's building insurance will not cover the contents of a unit, so occupiers may need to take out their own contents and public liability insurance. The provisions of both policies should be checked to ensure there are no items left unprotected, such as a carport.

Public liability insurance

The strata corporation must have public liability insurance for an amount specified in the regulations, currently at least $10 million [s 31, reg 9].

Fidelity guarantee insurance

A strata corporation with an administrative or sinking fund [reg 9(2)(b)] must have fidelity guarantee insurance [s 31(2a)] from 27 October 2014. A policy of fidelity guarantee insurance covers the risk of theft or fraud of the corporation's funds by any person authorised to handle the corporation's funds, including a manager. Although the requirement to have fidelity guarantee insurance is a new requirement from 27 October 2014, a strata corporation may already have fidelity guarantee cover included with its building insurance policy. The insurance cover must be for the amount of the maximum total balance of the corporation's bank accounts at any time in the preceding three years, or $50 000, whichever is higher [reg 9(2)].

OFFICERS OF THE STRATA CORPORATION

At all times a strata corporation must have a presiding officer, a secretary and a treasurer who are appointed at a general meeting. These officers must be unit owners but one person may hold two or more of these positions. The strata corporation commits an offence if any of these positions is allowed to remain vacant for more than six months [s 23]. A strata manager can assist in running the affairs of the corporation.

Secretary

The secretary of a strata corporation has the following functions [reg 25]:

- to prepare and distribute minutes of meetings of the corporation
- to submit a motion for confirmation of the minutes of any meeting of the corporation at the next meeting of the corporation
- to give the notices required to be given under the Act by the members of the corporation and the management committee
- to answer communications addressed to the corporation
- to convene meetings of the management committee
- to deal with administrative and secretarial matters for the corporation and the management committee.

Treasurer

The treasurer of a strata corporation has the following functions [reg 25]:

- to notify unit owners of any contributions to be raised from them in accordance with the Act
- to receive, acknowledge, bank and account for any money paid to the corporation
- to keep accounting records and prepare financial statements.

RECORDS

The strata corporation has a responsibility to maintain proper records. It must keep:

- a register of the names of the unit owners (showing the unit owner's last contact address, telephone number and email address known to the corporation, and the unit owner's unit entitlement) for 7 years [s 39A, reg 23]
- minutes of meetings (both general meetings [s 40] and management committee meetings [s 35(8)]) for 30 years [reg 10]
- accounting records relating to receipts and expenditure (of both the corporation [s 40] and the management committee [s 35(8)]) for 7 years [reg 10]
- notices and orders served on the corporation for 7 years [s 40, reg 10]
- copies of correspondence received or sent by the corporation for 7 years [reg 10]
- notices of meetings of the corporation and its management committee for 7 years [reg 10]
- the duplicate certificate of title for the common property of the strata corporation for the life of the strata corporation [reg 10]
- documents received by the strata corporation from the original registered proprietor under s 38(3)(b) and (c) for 30 years [reg 10].
- A strata corporation must ensure that a statement of accounts is prepared for each accounting period [s 40], and must keep each statements of account for 7 years [reg 10].

ACCESS TO INFORMATION BY UNIT OWNERS

Insurance policies

A unit owner, a mortgagee of a unit, or a potential buyer or mortgagee of a unit may, by contacting the secretary or manager of the strata corporation, request to see any or all of the insurance policies currently held by the corporation [s 32]. A request for copies of those policies may be made either to the secretary or a member of the management committee [s 41(1)(b)].

The corporation must make the information available within five business days after the request [s 32, s 41]. Failure to do so is an offence with a maximum penalty of $500.

FEES: No fee is applicable for simply viewing the insurance policies.

For copies of the insurance policies, if the applicant is the owner of a unit, a $5 fee applies [reg 11(2)(b)(i)]. If the applicant is a mortgagee of a unit, or a prospective purchaser or mortgagee of a unit, a $35 fee applies [reg 11(2)(b)(ii)].

Bank statements

On the request of a unit owner made through the secretary or a member of the management committee, a corporation that does not have a strata manager must provide a unit owner with quarterly bank statements for all accounts maintained by the corporation, and must continue to provide the statements until the person is no longer a unit owner or withdraws their application [s 41(1a)]. Failure to do so is an offence with a maximum penalty of $500.

If a corporation has a strata manager, application can be made to the strata manager for quarterly financial statements (see **Duties of strata managers**).

Other information in relation to a unit or the corporation

A unit owner or a potential buyer or mortgagee of a unit (or someone on their behalf) can apply to the strata corporation, through the secretary or manager or a member of the management committee, to access to the following information or documents [s 41(1)]:

INFORMATION TO BE PROVIDED:

- details of any contribution payable in relation to the unit, including details of any owed contributions related to the unit
- details of the assets and obligations of the corporation
- details of any expenses that the corporation has or has planned to acquire, and to which the unit owner of the unit must contribute, or is likely to be required to contribute.

FEES: If the applicant is the owner of a unit, no fee applies [reg 11(2)(a)(i)]. If the applicant is a mortgagee of a unit, or a prospective purchaser or mortgagee of a unit, a $25 fee applies [reg 11(2)(a)(ii)].

COPIES OF DOCUMENTS TO BE PROVIDED:

- the minutes of general meetings of the corporation and meetings of its management committee for such period, not exceeding two years, specified in the application
- the statement of accounts of the corporation last prepared by the corporation
- the articles for the time being in force.

FEES: If the applicant is the owner of a unit, a $5 fee applies [reg 11(2)(b)(i)]. If the applicant is a mortgagee of a unit, or a prospective purchaser or mortgagee of a unit, a $25 fee applies [reg 11(2)(b)(ii)].

DOCUMENTS TO BE MADE AVAILABLE FOR INSPECTION:

- a copy of the accounting records of the corporation
- the minute books of the corporation
- any documents received by the strata corporation from the original registered proprietor under s 38(3), including the duplicate certificate of title for the common property of the strata corporation
- a copy of any contract with a strata manager
- the register of unit owners.

FEES: No fee applies to inspecting a copy of the contract with a strata manager or the register of unit owners. If the applicant is the owner of a unit, no fee applies to inspect other documents [reg 11(2)(c)(i)]. If the applicant is a mortgagee of a unit, or a prospective purchaser or mortgagee of a unit, a $5 fee applies [reg 11(2)(c)(ii)] in relation to accounting records, minutes and s 38(3) documents.

The information or documents must be provided within five business days after the request [s 41(1)]. Failure to do so is an offence with a maximum penalty of $500.

The corporation may reduce or waive any of the specified fees [reg 11].



Articles (Rules)

Articles are the rules of the strata corporation. Schedule 3 of the Act sets out the model articles for all strata corporations. If a particular strata corporation wishes to adopt its own articles, or amend any number of its articles, it can do so [s 19(2)].

While legal obligations under the Act cannot be avoided or changed, the articles can be determined by the strata corporation itself.

The articles are binding on the strata corporation and the unit owners [s 20]. Articles that relate to the use of units or the common property are binding on tenants [s 20(1)(c)]. A unit owner who has a tenant in the unit must take reasonable steps to ensure that the tenant complies with the articles [s 20(2)].

Some common provisions require the owner or occupier to:

- keep the unit in a clean and tidy condition
- not interfere with lawns or gardens on the common property
- not display signs without consent
- not keep animals in or about the unit without consent
- notify the corporation of changes in ownership or occupier
- use the common property reasonably.

How to change the articles of a strata corporation

The articles of a strata corporation can be changed by a special resolution of its members (see **Voting: Types of resolutions**) [s 19(2)]. Any change must be lodged with the Registrar-General at the Lands Titles Office to be effective and legal [s 19(3)]. It is recommended that a registered conveyancer or lawyer prepares the amendment to articles document.

Schedule 3 is set out on the following page.

SCHEDULE 3 ARTICLES OF STRATA CORPORATION

1 (1) **A UNIT HOLDER MUST—**

(a) maintain the unit in good repair;

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

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

2 A person bound by these articles—

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

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

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

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

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

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

5 A person bound by these articles—

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

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

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

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

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

7 A person bound by these articles must not—

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

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

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

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

(b) on any part of the common property.

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

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

11 A person bound by these articles—

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

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

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

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

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

WHAT CANNOT BE IN THE ARTICLES

Dealing with a unit

A corporation cannot prevent a unit owner from selling their unit [s 19(4)(a)], or leasing or allowing someone to live in their unit [s 19(4)(b)].

Assistance dogs and therapeutic animals

The articles may not prevent an occupier of a unit who has a disability (see s 5(1) Equal Opportunity Act 1984 (SA)) from having and using an assistance dog or a therapeutic animal [s 19(4)(c), s 3(1)]. Similarly, a visitor to a unit who has a disability may not be prevented from using their assistance dog or therapeutic animal [s 19(4)(d), s 3(1)].

An assistance dog is an accredited guide dog or hearing dog, or a disability dog under the Dog and Cat Management Act 1995 [s 5(1) Equal Opportunity Act 1984 (SA)]. A therapeutic animal is an animal, other than an assistance dog, certified by a medical practitioner as being required to assist a person as a consequence of the person's disability [s 88A Equal Opportunity Act 1984 (SA)].

ARTICLES THAT REDUCE THE VALUE OF A UNIT OR UNFAIRLY DISCRIMINATE AGAINST A UNIT OWNER

Any articles that reduce the value of a unit or unfairly discriminate against a unit owner may be struck out (removed) by order of the Magistrates Court or the District Court [s 19A(1)].

The application to strike out the article/s must be made by a person who was a unit owner, which includes a person who has contracted to purchase the unit, when the article/s came into force.

The application must be made within three months after the person (or either or any of the unit owners where the unit is held by two or more persons) first knew, or could reasonably be expected to have known, that the articles had been made [s 19(2)].

An application to strike out an article would normally be made to the Magistrates Court as a minor civil action under s 41A. If the matter was particularly complex or significant [s 41A(5)], a unit owner could seek the permission of the District Court to commence proceedings there [s 41A(3)]. Alternatively, the District Court could agree to transfer proceedings begun in the Magistrates Court to the District Court [s 41A(4)].

BREACHES OF THE ARTICLES

If it is claimed that a unit owner or occupier (for example, a tenant) of a unit is in breach of the articles, the corporation may request that the person either do what is required under the articles, or stop doing something that is not allowed under the articles. If the person continues to breach the articles, the corporation might seek a mediation (a negotiation meeting), or a penalty may be imposed by the corporation if there is provision for this in the articles. Also the matter may be taken to the Magistrates Court (see **Disputes**).

Penalties for breaching the articles

The articles of a strata corporation may impose a penalty of up to $500 [s 19(5)(b)] for contravention of, or failure to comply with, any articles [s 19(3a)]. Note that the articles set out in Schedule 3 of the Act (see above) do not include provision for imposing a penalty for a breach of the articles. If a corporation wants this power, it must amend its articles accordingly (see **How to change the articles of a strata corporation** below).

If the articles state that the corporation 'may impose a penalty of up to $500' for a breach of the articles, this does not mean that any penalty must be $500.

A corporation should ensure that the amount of any penalty imposed is reasonable in relation to the nature and extent of the breach. The amount of a penalty could be disputed in the Magistrates Court if it is oppressive, unreasonable or unjust [s 41A] (see **Disputes**).

Note that it is the strata corporation that may impose a penalty for an alleged breach. If a corporation has a management committee, the management committee may act for the corporation. Thus, unless some other valid delegation has been made, a properly called meeting of either the corporation or the management committee will be needed to impose a penalty for an alleged breach of the articles. A strata manager cannot impose a penalty for an alleged breach of the articles [see **Strata managers: Delegation of powers and functions to a strata manager**].

Notice of a penalty

The strata corporation must give notice of the imposition of a penalty using the form set out in Schedule 1 of the *Strata Titles Regulations 2003* [s 19(3b)(c)(i)]. The form is set out below:

SCHEDULE 1 - PENALTY NOTICE

(Section 19(3b)(c))

To [insert name and unit number of the person to whom notice is given]

The [insert name of the strata corporation giving notice] gives you notice that you have contravened or failed to comply with [specify the by-law or article that has been contravened or not complied with] by [set out the details of the contravention or non-compliance].

The penalty of [specify the amount of the penalty] is payable to the corporation by you not later than [specify the date for payment].

If you do not pay the penalty as required by this notice, the penalty is recoverable from you by the corporation as a debt. If this notice is served on you as a unit holder, the penalty may be recovered by the corporation under section 27 of the Strata Titles Act 1988 (and interest will be payable on the penalty amount in the same way as if it were such a contribution).

Under section 19(3b)(e) of the Act you are entitled to apply to the Magistrates Court for revocation of this notice. The application must be made within 60 days after service of this notice. If you make such an application, the penalty specified in this notice is not payable unless the application is withdrawn or otherwise discontinued by you, or is dismissed or refused by the Court (and, in such a case, the penalty will be payable on the date on which the application is so withdrawn, discontinued, dismissed or refused or on the date for payment specified in the notice, whichever occurs later).

Time for payment of a penalty

The date set for payment of the penalty must be at least 60 days after the date the notice is served [s 19(3b)(c)(ii)].

Non-payment of a penalty

If the penalty is not paid in time, the strata corporation may recover the amount as a debt. If the notice has been given to a tenant, then, ultimately, action can be taken in the Magistrates Court (minor civil action jurisdiction) to recover the debt. If the notice has been given to a unit owner, the penalty may be recovered by the strata corporation as if it were a contribution payable to the strata corporation, and interest will be payable on the penalty amount in the same way as if it were a contribution [s 19(3b)(d)].

Challenging a penalty

REVOCATION OF THE NOTICE

A person who has received a penalty notice may, within 60 days after service of the notice, apply to the Magistrates Court for revocation of the notice [s 19(3b)(e)]. A representative of the strata corporation will be required to attend the hearing and will have to show that, on the balance of probabilities, the person committed the alleged breach [s 19(3b)(f)].

When an application to revoke a penalty is made, the requirement to pay the penalty is suspended until the matter is resolved [s 19(3b)(g)].

The Court must revoke the penalty if it is not satisfied that the person breached the articles as alleged, or if it is satisfied that the alleged breach is trifling (insignificant) [s 19(3b)(e)].

A breach may be regarded as 'trifling' if the circumstances surrounding the breach were such that the person ought to be excused from the imposition of a penalty on any of the following grounds [s 19(3c)]:

- there were compelling humanitarian or safety reasons for the conduct that allegedly constituted the breach, or
- the person could not, in all the circumstances, reasonably have averted the breach, or
- the conduct allegedly constituting the breach was merely a technical, trivial or petty instance of a contravention of or failure to comply with the relevant articles.

CHALLENGING THE AMOUNT OF THE PENALTY OR TIME TO PAY

If a person served with a penalty notice considers the amount of the penalty or the time given to pay the penalty to be oppressive, unreasonable or unjust, they may approach the corporation in the first instance (in writing to the secretary) to request that the amount and/or time be reviewed. If unsuccessful, an application may be made to the Magistrates Court to review the corporation's decision (see **Disputes**). While there is no time limit for such an application, be aware that the requirement to pay the penalty may not necessarily be suspended until the matter is resolved, and that interest may be payable on unpaid amounts. Legal advice is useful in such matters.

Management Committee

The strata corporation can choose to run all of its business through general meetings or it can delegate some functions to a management committee [s 35]. The management committee's job is to carry out the business of the strata corporation.

POWERS AND RESPONSIBILITIES OF THE MANAGEMENT COMMITTEE

The management committee has full power to transact any business of the corporation [s 35(2)], except that:

- the strata corporation may impose limitations on what the committee can do [s 35(2)], and
- the committee does not have the power to do anything for which a special or unanimous resolution is required [s 35(3)].

If a management committee is considering a controversial issue, such as raising special levies, it may be sensible to invite all unit owners to the committee meeting.

A management committee must keep minutes of its meetings and ensure accurate and proper accounting records are kept in respect of financial affairs [s 35(8)].

MEMBERSHIP OF THE MANAGEMENT COMMITTEE

A management committee is appointed by an ordinary resolution at a general meeting of the strata corporation [s 35(1)]. The members of the management committee must be unit owners. The number of committee members and the term of their office (usually 1 year) are fixed by the corporation. Members may be removed by an ordinary resolution of the strata corporation at any time [s 35(5)].

Committee members can appoint another unit owner as their proxy for any meeting they cannot attend [s 35(7)]. If there is a casual vacancy in the membership of the committee, the management committee may appoint a suitable person to fill the vacancy [s 35(6)].

A strata manager can be appointed to assist the management committee in the running of the affairs of the corporation.

LIABILITY OF COMMITTEE MEMBERS

Members of the management committee are personally liable for any offences of the strata corporation against the Act. Each person who was a member of the management committee at the time of the offence is also guilty of an offence, and is legally responsible to a penalty of up to half of the maximum set for the offence committed by the corporation [s 47(1)].

A management committee member has a defence if [s 47(2)]:

- the member exercised reasonable care in the exercise of their responsibilities as a member of the management committee, and
- if the offence is not linked to any intentional or negligent act or omission on the member's part.

Many insurance companies offer office bearer liability cover against such risk.

MEETINGS OF THE MANAGEMENT COMMITTEE

Notice of meetings

At least three days notice of a management committee meeting must be given [s 35(4b)].

Decisions

Decisions of the management committee are made by majority vote [s 35(4b)].

Quorum

To work out the quorum required for a management committee meeting, divide the total number of members of the committee by two, ignoring any fraction resulting from the division, and add one [s 35(4a)].

EXAMPLE 1

If the strata corporation has resolved that the management committee has five members, then:

➡ divide 5 by 2 (= 2 ½) ➡ ignore the half (= 2)

➡ add one (= 3)

So the quorum for a management committee with five members is three.

EXAMPLE 2

If the strata corporation has resolved that the management committee has eight members, then:

➡ divide 8 by 2 (= 4) ➡ add one (= 5)

So the quorum for a management committee with eight members is five.

General Meetings

A strata corporation may hold a meeting of its members (a general meeting) at any time [s33(1)].

A meeting must be held at least once every calendar year (the annual general meeting), and within 15 months of the last annual general meeting [s 33(4)].

CALLING OF GENERAL MEETINGS

A general meeting can be called by the secretary, or any two members of the management committee, or one fifth of the unit owners, or by order of the Magistrates Court [s 33(2)]. An application to the Magistrates Court (minor civil action jurisdiction) to call a general meeting can be made by the owner or occupier of a unit, a person who has contracted to purchase a unit, or any other person bound by the articles of the strata corporation (except for persons invited to or visiting the site) [s 41AA].

Note that, while a strata manager may be given the task of issuing the notice for a general meeting, a strata manager may not call a general meeting.

NOTICE OF GENERAL MEETINGS

At least 14 days written notice must be given to all unit owners before the meeting [s 33(3)]. Anyone proposing to convene a meeting of the members of a strata corporation must take reasonable steps to ensure that the proposed day, time and place are reasonably convenient to a majority of members of the corporation [s 33(3a)].

A unit owner may request that the strata corporation provide notices of meeting to another person in addition to (not instead of) the unit owner, for example, someone they have appointed as a proxy. The unit owner must still be sent notices of meetings [s 33(3aa)].

AGENDA

The notice convening a general meeting must set out the agenda for the meeting [s 33(4a)]. The agenda must include [s 33(4b)]:

- the text of any unanimous or special resolutions to be moved at the meeting
- a motion confirming the minutes of the previous general meeting.

In the case of an **annual general meeting**, the agenda must also include [s 33(4b)(c)(v); reg 9A]:

- report of the accounts for the previous accounting period
- contributions to be paid by members for the current accounting period
- report of statements required under section 33A (see below)
- report of copies of all insurance policies required under the Act
- discussion of the policies of insurance required by the Act to be held by the corporation
- the appointment of the presiding officer, treasurer and secretary of the corporation
- other appointments to be made or revoked by the corporation at the meeting
- the number of applications for relief made under Part 3A of the Act (see **Disputes**) and the nature of the claims or disputes the subject of those applications
- proposed controls on expenditure by delegates of the corporation
- if it is proposed to enter into a contract, or renew or extend a contract, with a paid strata manager, then
  - ▷ the text of the resolution to enter into, or renew or extend, the contract, and
  - ▷ where and when a copy of the contract or proposed contract, including the attached schedule of the strata manager's professional indemnity insurance policy, and the explanatory pamphlet, can be viewed or obtained by members of the corporation.

QUORUM

It is necessary to have at least half of all unit owners represented at any meeting, in person or by proxy or, if applicable, via remote communication. If a quorum is not present, the meeting must be adjourned for at least 7 days, but no more than 14 days, and written notice given to unit owners of another meeting. If less than half of the unit owners are represented at the second meeting, those present are entitled to work as a 'quorum', which means they can legally make decisions, even when special and unanimous resolutions are required [s 33(5), (6), (7)].

Attendance by remote communication

The articles of a corporation may make provision for attendance and voting at meetings by unit owners by means of telephone, video-link, internet connection or any similar means of remote communication. If the unit owner complies with the requirements in the articles, they may attend and vote at a meeting by remote communication [s 33(11); reg 9B(3)].

If the articles do not mention attendance by remote communication, a unit owner may request the secretary of the corporation, in writing, to attend and vote at the meeting by means of remote communication. If the secretary of the corporation makes the necessary arrangements to receive and record the unit owner's attendance and voting at the meeting by remote communication, and the unit owner complies with any requirements of the secretary in relation to the request, then the unit owner may attend and vote at the meeting by remote communication [s 33(11); reg 9B(3)].

A corporation is under no obligation to provide facilities for remote communication to unit owners [s 33(11)].

CHAIRING OF MEETINGS

A strata corporation must elect a presiding officer, who must be a unit owner (see **The strata corporation: Officers of the strata corporation**). The role of the presiding officer is to chair meetings of the corporation. However, if the presiding officer is not present, another person at the meeting may be appointed to chair [s 33(8)].

If it is proposed that the corporation's strata manager, or an employee of the strata manager, will chair a meeting of the corporation, a majority of those present and entitled to vote at the meeting must agree to this [s 33(9)].

In addition, if it is proposed that the manager chair the meeting, the manager must inform the meeting, before any vote is taken [reg 9B(2)]:

- of any proxies the manager holds for the meeting, and that the proxies are available for inspection (in accordance with the rules for proxy voting)

- that the manager may only chair the meeting if a majority of those present and entitled to vote agree
- that the manager may only vote on the question of who is to chair the meeting if the manager holds proxies specifically allowing them to vote on this
- that he or she has no right to prevent any member from moving or voting on any question or motion.

Disclosure of interest by chair

Any person chairing a meeting who has a direct or indirect financial interest in any matter to be voted on at the meeting must disclose the nature of the interest to the members present at the meeting before the vote is taken, even if they themselves cannot or are not voting on the matter. Failure to do so is an offence with a maximum penalty of $15 000. [s 34A(3)]

Voting

Normally, each unit is entitled to one vote. If there are two or more unit owners for one unit, only one of them, or a proxy appointed by one of them, needs to attend the meeting to vote. If both or all unit owners attend a meeting, only one may vote. If they cannot agree on who will vote, the unit owner whose name appears first on the certificate of title for the unit is the one who may vote [s 34(3)(b)].

Where a unit owner is under a disability, the rights and powers of that unit owner under this Act may be exercised on their behalf by a guardian [s 45(1)]. A guardian of a person under a disability may vote on behalf of the person.

DISCLOSURE OF INTEREST

A person who attends and is entitled to vote at a meeting of a strata corporation, and who has a direct or indirect financial interest in any matter to be voted on at the meeting must disclose the nature of the interest to the members present at the meeting before the vote is taken. Failure to do so is an offence with a maximum penalty of $15 000. [s 34A(3)] See also Disclosure of interest by a proxy (below).

PROXY VOTING

Unit owners may appoint in writing a 'proxy' or someone to vote for them if they will not be present [s 34(2a)]. The proxy may be another unit owner, a tenant, relative or friend. The strata manager or an employee of the strata manager may also be appointed as a proxy, but if they no longer have these roles, the proxy also ends[s 34(3c)]. Even if a proxy nomination has been made, a unit owner may attend and vote at meetings on his or her own behalf [s 34(3a)(f)].

How to appoint a proxy

The nomination of a person as a proxy of a unit owner must be [s 34(3a)(a)]:

- sent in writing to the secretary of the strata corporation, and
- state whether the nominated person is nominated to attend and vote
  - ▷ at all meetings, and in relation to all matters, on behalf of the unit owner, or
  - ▷ only at specified meetings, or in relation to specified matters, on behalf of the unit owner.

Failure to comply with these requirements of section 34(3a)(a) will make the nomination invalid [s 34(3b)].

SAMPLE PROXY NOMINATION

I [your full name], the owner of [your unit number], [the strata corporation's address] appoint [proxy's full name] of [proxy's address] to attend and vote on my behalf:

▷ at all meetings of the strata corporation, and in relation to all matters,

or

▷ to attend and vote only at these meetings .....(specify).

or

▷ in relation to these matters .....(specify).

(cross out what does not apply)

DATED:
SIGNED:

Disclosure of interest by a proxy

DECLARATION OF A UNIT OWNER'S INTEREST

If the proxy is required to vote in a particular way in relation to a matter in which the unit owner has a direct or indirect financial interest (other than an interest that the unit owner has in common with all the owners of the strata units), the nomination must specify the nature of the unit holder's financial owner's pecuniary interest [s 34(3a)(c)]. In addition the proxy must declare the unit owner's interest before the vote is taken [s 34A(1)(b)]. Failure to declare the unit owner's interest is an offence with a maximum penalty of $15 000.

DECLARATION OF A PROXY'S INTEREST TO THE MEETING

Similarly, if the proxy themself has a direct or indirect financial interest in any matter to be voted on at the meeting, they must disclose the nature of the interest to the members present at the meeting before the vote is taken [s 34A(3)]. Failure to do so is an offence with a maximum penalty of $15 000.

DECLARATION OF A PROXY'S INTEREST TO THE PERSON WHO NOMINATED THEM

If a proxy has a direct or indirect financial interest in any matter to be voted on at a meeting (other than an interest that a proxy who is a co-owner has in common with all the other co-owners [s 34A(2)]), they must, if it is practicable to do so, disclose the nature of the interest to the person who nominated them before the vote is taken. If this is not practicable, they must reveal the nature of the interest to the person who nominated them as soon as possible after the vote is taken. Failure to do so is an offence with a maximum penalty of $15 000 [s 34A(1)(a)].

Conditions on a proxy

A proxy nomination may specify conditions [s 34(3a)(b)] for example, how the unit owner requires the proxy to vote on certain matters. See also **Declaration of a unit owner's interest** above.

Period of proxy nomination

A proxy nomination is effective for a period of 12 months or such lesser period as may be specified in the written notice of nomination [s 34(3a)(e)]. However, the nomination may be withdrawn earlier at any time by the unit owner, by giving written notice to the secretary [s 34(3a)(d)].

An attorney as a proxy

A person who has been appointed to exercise a general power of attorney or an enduring power of attorney may vote on behalf of a unit owner. Note that, if a person is appointed by general power of attorney specifically for the purpose of attending and voting at meetings, or specified meetings, of the strata corporation, the appointment is (despite any provision of the Powers of Attorney and Agency Act 1984 (SA) or the terms of the general power of attorney) only effective for a period of 12 months. The unit owner can, of course, specify a lesser period in the power of attorney, or revoke the power of attorney at any time[s 34(3d)].

If a general power of attorney appoints a body corporate manager specifically for the purpose of attending and voting at meetings, or specified meetings, of the strata corporation, a copy of the general power of attorney form must be provided to the secretary of the corporation before the meeting, or the first of the meetings, to which it relates [s 34(3e)].

Proxy forms must be available for inspection

The secretary of the corporation must ensure that a copy of each written proxy nomination, and each general power of attorney form appointing a body corporate manager, is available for inspection at a meeting before any matter is voted on. Failure to do so may incur a maximum penalty of $500 [s 34(3f)].

ABSENTEE VOTES

A unit owner may exercise an absentee vote by giving the secretary of the strata corporation written notice of the proposed vote at least six hours before the meeting [s 34(4)].

RIGHT TO VOTE

Normally, all voters must be paid up members of the corporation; however non-financial members of the corporation can vote for or against a motion requiring a unanimous resolution [s 34(7)].

APPLICATION TO DISPENSE WITH A VOTE

If a unit owner is under a disability or cannot be found, the strata corporation or any other person with a proper interest in the matter may apply to the Magistrates Court (minor civil action jurisdiction) to dispense with the need to have the unit owner vote [s 45(2)].

WRITTEN BALLOT

A written ballot may be demanded by a unit owner (or a proxy of a unit owner) attending a meeting [s 34(5)]. The person presiding at a meeting has the power to manage a written ballot as they think fit [s 34(6)].

Remote communication and written ballots

A person attending a meeting via remote communication such as telephone [s 33(11); reg 9B(3)] may participate in a written ballot if it is provided for in the corporation's articles, or if approved and arranged by the secretary. If the situation of a written ballot is not covered in the articles or arrangements this may prevent someone attending via remote communication from participating in a written ballot. However, the person presiding at a meeting has the power to manage a written ballot as they think fit [s 34(6)].



TYPES OF RESOLUTIONS

Ordinary resolutions

An ordinary resolution is one passed at a properly organised meeting of the corporation by a simple majority of the votes of unit owners present and voting on the resolution [s 3]. Decisions of a strata corporation are

made by ordinary resolution unless the Act or articles specify otherwise.

Special resolutions

Special resolutions must be proposed by at least 14 days written notice to all unit owners, including the terms of the proposed resolution and the reasons for the proposed resolution [s 3(1)(a)].

A special resolution is required to:

- change or adopt new articles [s 19(2)]
- authorise the construction , alteration, demolition or removal of a building or structure, or authorise changes to the external appearance of a building by a unit owner [s 29(1)(b)]
- approve any special insurance [s 31(3)].

A special resolution is achieved if the resolution is passed at a properly convened meeting of the strata corporation and the number of votes (if any) cast against the resolution is 25% or less of the total number of votes that could be cast at a meeting at which all unit owners are present and entitled to vote [s 3(1)(a)].

WHEN THERE ARE TWO OR THREE UNITS

When there are only two units, both unit owners must agree to achieve a special resolution. When there are three units and the owner of each unit is entitled to 1 vote, a special resolution is achieved if the resolution is passed at a properly convened meeting of the strata corporation at which either no vote, or only 1 vote, is cast against the resolution [s 3(1)(a)].

SPECIAL RESOLUTION EXAMPLE 1.

If the number of units is 12 and 8 unit owners are present at the meeting

If the number of units is 12,

then: the total number of votes that could be cast at a meeting at which all unit holders are present and entitled to vote is 12

and: 25% of 12 = 3

thus: for the resolution to pass, no more than 3 votes may be cast against it.

Assuming the meeting has been validly called and 8 of the 12 unit holders are present,

then: the motion fails if 4 vote against it.

result of vote	against	for	abstain
Pass	0	8	0
	1	7	0
	2	6	0
	3	5	0
	3	4	1
Fail	4	4	0

SPECIAL RESOLUTION EXAMPLE 2.

If the number of units is 6 and 4 unit owners are present at the meeting

If the number of units is 6,

then: the total number of votes that could be cast at a meeting at which all unit holders are present and entitled to vote is 6

and: 25% of 6 = 1.5

thus: for the resolution to pass, no more than 1 vote may be cast against it.

Assuming the meeting has been validly called and 4 of the 6 unit holders are present,

then: the motion fails if 2 vote against it.

result of vote	against	for	abstain
Pass	0	4	0
	1	3	1
	1	2	1
Fail	2	2	0
	2	1	1
	3	1	0

Unanimous resolutions

A unanimous resolution is the same as a special resolution but passed without any dissenting (opposing) vote, that is nobody must vote against the resolution. Any unit owner who does not attend (or send a proxy to vote), or attends and chooses not to vote, is not counted as a dissenting vote.

Unanimous resolutions are required when:

- acquiring, dealing with or disposing of real property [s 26(3)]
- granting to a unit owner exclusive use of part of the common property for a specified period [s 26(4)]
- distributing surplus funds from the sale of land [s 26(6)]
- determining contributions other than on the basis of unit entitlement [s 27(3)]
- permitting a unit owner to grant a lease or license over part of the unit to someone other than another unit owner (but no authorisation is required in relation to a lease or licence over the whole of a unit) [s 44(2)(b)]
- amending the strata plan [s 12]
- amalgamating with another adjacent strata plan [s 16].

Note that, although a special resolution is required to make alterations or additions to a unit, a unanimous resolution is required if the alterations affect the boundaries of a unit or the common property. Any changes to unit or common property boundaries must be ratified in an amendment to the strata plan which must be lodged together with an application to amend the plan in the Lands Titles Office.

WHEN A UNANIMOUS RESOLUTION IS NOT OBTAINED

Where a unanimous resolution is necessary but is not obtained, but the resolution is supported to the extent necessary for a special resolution, then a person included in the majority in favour of the resolution may apply to the Magistrates Court or the Supreme Court to have the resolution declared sufficient to authorise the particular act proposed [s 46].

Notice of an application to convert a special resolution to a unanimous resolution must be served on every person who was entitled to vote and did not, either in person or by proxy, vote in favour of the resolution. The court may also order that any other person the court declares to have a enough interest in the proceedings be served with notice of the application. The court may direct that any such persons be joined as a party to the proceedings [s 46].

Meeting and Proxy Checklist

WHAT IS A 'PROPERLY CONVENED' GENERAL MEETING?

1. The meeting must be called by an authorized person/s (the secretary, or any two members of the management committee, or one fifth of the unit owners).
2. Anyone proposing to convene a meeting of the members of a strata corporation must take reasonable steps to ensure that the proposed day, time and place are reasonably convenient to a majority of members of the corporation. It is possible to set the date for the next annual general meeting at the annual general meeting. While the date can be set a year in advance, it is advisable, particularly in smaller corporations, to have a clear process whereby unit owners can notify the secretary of their circumstances and request a change in the day or time.
   The ability to attend a meeting via remote communication may also be taken into account.
3. Correct notice must be given: 14 days written notice, including the agenda, must be given to all unit owners.
4. If the meeting is not an annual general meeting, the agenda must include the text of any unanimous or special resolutions to be moved at the meeting and a motion confirming the minutes of the previous general meeting.
5. If the meeting is an annual general meeting, certain items must be placed on the agenda (see General meetings: Agenda).
6. A quorum (half of the members) must be present in person, by validly appointed proxy, or by remote communication. To check the rules for appointing a proxy, see Voting: Proxy voting.
7. The meeting must be chaired by the presiding officer, or, if the presiding officer is not present, by another
   person present and appointed by the meeting. Alternatively, the strata manager may chair the meeting if a majority agrees.

APPOINTING A PROXY

YOU MAY APPOINT A PROXY BY PREPARING A WRITTEN NOTICE.

1. The nomination of a person as a proxy of a unit owner must be sent in writing to the secretary of the strata corporation. The secretary must have the nominations available for inspection at a meeting before any matter is voted on.
2. A nomination must specify whether the nominated person is nominated to attend and vote at all meetings, and in relation to all matters, on behalf of the unit owner, or only at specified meetings, or in relation to specified matters, on behalf of the unit owner.
3. If the proxy may only attend specific meetings, these must be stated. If the proxy may only vote on certain matters, these must be stated.
4. If you want your proxy to vote in a certain way on a specific matter, this condition must be stated on the nomination.
5. If the proxy is required to vote in a certain way in relation to a matter in which you have a direct or indirect pecuniary interest, the nomination must specify the nature of your pecuniary interest.
6. Remember that any proxy nomination only remains effective for a maximum of 12 months.

YOU MAY APPOINT A PROXY BY GRANTING A GENERAL POWER OF ATTORNEY.

1. The ability to attend and vote at meetings is included in the powers your attorney has. Alternatively, you may appoint an attorney specifically for the purpose of attending and voting at meetings, or specified meetings, of the strata corporation.
2. The secretary must have the general power of attorney forms available for inspection at a meeting before any matter is voted on.
3. If you appoint a strata manager as your attorney, the power of attorney form must be sent to the secretary before the first of the meetings to which it relates.
4. Remember that the appointment of your attorney as your proxy only remains effective for a maximum of 12 months.

Financial Matters

EXPENDITURE STATEMENTS [S 33A]

An expenditure statement must be presented by a strata corporation to each annual general meeting of the corporation. The statement must include [s 33A]:

- for the current financial year, the estimated expenditure of a recurrent nature and the estimated expenditure of a non-recurrent nature
- in relation to reserve funds, the estimated expenditure in future years for which funds should be raised now and held in reserve
- the amount to be raised by way of contributions from unit owners to cover the current financial year expenditure and reserve funds.

Recurrent expenditure is expenditure for a particular purpose that is normally made every year or more frequently [s 33A(5)].

Forward budget (sinking fund budget)

While strata corporations are not required to have sinking funds (unlike community title corporations, which must do so), certain strata corporations are required to present forward budgets at their annual general meetings.

EXEMPT CORPORATIONS

Strata corporations with six or less strata units, and strata corporations with improvements (including buildings or other structures) on the common property insured for less than $100 000, are not required to present a forward budget as part of their expenditure statement at their annual general meeting [reg 9C(3)].

CORPORATIONS REQUIRED TO HAVE FORWARD BUDGETS

For corporations with seven to twenty units, and with improvements (including buildings or other structures) on the common property insured for $100 000 or more, a forward budget must be presented at each annual general meeting, as part of the expenditure statement. The forward budget must include proposed expenditure (other than recurrent expenditure (ongoing costs) for a three year period. New information must be presented about proposed non-recurrent expenditure every three years [reg 9C].

For corporations with more than twenty units, and with improvements (including buildings or other structures) on the common property insured for $100 000 or more, the forward budget presented at each annual general meeting must include proposed expenditure (other than recurrent expenditure) for a five year period. New information must be presented about proposed non-recurrent expenditure every five years [reg 9C].

Strata managers

The business of properly running a strata corporation, such as keeping records and running meetings, can be complex, particularly when there is a large number of units in a group. Many strata corporations choose to select a strata manager to assist in running the affairs of the corporation. Professional strata management firms charge for these services.

A strata manager can only carry out the powers and functions delegated to them by the corporation and stated in the contract appointing them. A strata manager does not have any powers independent of the corporation. Strata managers have to act in the best interests of the corporation; if they do not, they can be sued for negligence by the strata corporation. As a preventative measure, it is advisable for a corporation to maintain an active involvement in its affairs.

The legal responsibilities of the strata corporation do not change with the appointment of a manager. It must still have a presiding officer, a secretary and a treasurer, who must all be unit owners, and is still legally liable for decisions made on its behalf.

DELEGATION OF POWERS AND FUNCTIONS TO A STRATA MANAGER

By an ordinary resolution [s 27A(3)] a corporation can delegate the following powers or functions to a strata manager, so that the strata manager can deal with them on the corporation's behalf s 27A(2)]:

- the receipt and holding of money and other personal property on behalf of the corporation
- payment of money on behalf of the corporation
- the preparation of statements of expenditure and proposed expenditure and statements of accounts
- the collection of money due to the corporation
- entering into contracts of insurance with insurers on behalf of the corporation
- maintaining and keeping records on behalf of the corporation
- issuing and signing notices on behalf of the corporation
- preparing minutes of meetings of the corporation
- providing information as required by the Act on behalf of the corporation
- investing money on behalf of the corporation
- arranging for the maintenance and repair of the common property on behalf of the corporation. However, a strata manager cannot do anything which requires a special or unanimous resolution of the corporation [s 27A(4)].

A corporation can place conditions on the exercise of any delegated power or function [s 27A(5)]. Even if a corporation has delegated powers or functions to a strata manager, it is still able to exercise those powers or functions itself [s 27A(5)].

APPOINTING A STRATA MANAGER

Strata managers (also called 'body corporate managers') can be appointed at a general meeting by an ordinary resolution [s 27A(3)], although the power to appoint may be delegated to a management committee [s 35(2)]. If it proposed to appoint a strata manager (or extend or renew a strata manager's contract) at an annual general meeting, then the agenda for the meeting must include [reg 9A]:

- the text of the resolution to enter into, or renew or extend, the contract
- where and when a copy of the contract or proposed contract, including the attached schedule of the strata manager's professional indemnity insurance policy, and the required explanatory pamphlet, can be viewed or obtained by members of the corporation
- proposed controls on expenditure by the strata manager.

Documents to be provided

The following requirements must be met when selecting a strata manager, or renewing or extending a contract with a strata manager.

At least five clear days before the date of the meeting at which the corporation is to consider whether or not to enter into a contract with a strata manager, the strata manager must make available for inspection by unit owners [s 27B(8)]:

- a pamphlet setting out the role of the manager and the rights of the strata corporation [reg 8B(4)]
- a copy of the proposed contract, which must have attached to it a copy of the schedule to the policy of professional indemnity insurance kept by the strata manager [reg 8B(1)].

THE PAMPHLET

The pamphlet must state the rights of the corporation to [reg 8B(4)]:

- inspect records held by the manager
- revoke the delegation of a particular function of the manager
- appoint the manager as a proxy and revoke that appointment
- be informed of any payment that the manager receives from another trader for placing the corporation's business
- terminate the contract
- apply to the Magistrates Court for a resolution of any dispute.

THE CONTRACT

The contract must [s 27B(3)]:

- be in writing
- specify the term of the contract
- set out the functions or powers to be delegated
- specify the rights of the strata corporation to terminate the contract under certain circumstances (see **Strata managers: Ending a strata manager's contract**)
- set out the remuneration payable to the body corporate manager in respect of the work performed in exercising the delegated functions or powers, or set out the basis on which such remuneration is to be calculated
- contain a statement verifying that the body corporate manager is insured under a policy of professional indemnity insurance as required by the Act and an undertaking by the body corporate manager that the body corporate manager will maintain that insurance throughout the life of the contract [reg 8B(3)(a)]
- contain an undertaking by the body corporate manager that the body corporate manager will allow any unit owner of the strata corporation to inspect, at any time during ordinary business hours, the records of the strata corporation in the possession or control of the body corporate manager and specifying how an inspection can be arranged [reg 8B(3)(b)]
- have annexed to it, in accordance with reg 8B(1), a copy of the schedule to the policy of professional indemnity insurance maintained by the strata manager.

THE PROFESSIONAL INDEMNITY INSURANCE POLICY SCHEDULE

The professional indemnity insurance policy schedule must state [reg 8B(1)]:

- the name of the body corporate manager
- the name of the insurer
- the nature of the policy
- the amount for which indemnity is provided under the policy.

DUTIES OF STRATA MANAGERS

Professional indemnity insurance

A strata manager must have professional indemnity insurance of at least $1.5 million per claim during a period of 12 months [reg 8B(2)]. A corporation's strata manager must maintain this level of professional indemnity cover while working for the corporation [s 27B(2)(c)].

Duty to act in the best interests of the corporation

When doing work for the corporation, a strata manager must [s 27C(2)]:

- act honestly and in good faith
- exercise due care and diligence
- not make improper use of their position to gain, directly or indirectly, an advantage personally or for any other person.

Disclosure of interest

If a strata manager, or their employee or agent, has a financial interest in a matter in relation to which they propose to perform delegated functions or powers, the strata manager must disclose the nature of the interest, in writing, to the corporation before carrying out the functions or powers [s 27D(1), (2)]. Failure to do so is an offence, with a maximum penalty of $15 000.

For example, if a strata manager (or their employee or agent) would receive a commission from a building maintenance company for contracting them to maintain the corporation's common property (mow lawns, clean gutters etc.), the strata manager would have to inform the corporation in writing about the commission before entering into a contract with the company.

See also **General meetings: Disclosure of interest by chair, and Voting: Disclosure of interest by a proxy.**

Access to records

If a unit owner requests, a strata manager must provide the unit owner, on a quarterly basis, with a statement setting out details of the strata manager's dealings with the corporation's money. The strata manager must continue to provide the statements until the person stops being a unit owner or withdraws their request. Failure to provide this information when requested is an offence, with a maximum penalty of $500 [s 27D(5)].

If a unit owner requests access to records of the strata corporation, a strata manager must make the records available for the unit owner to inspect within 10 business days of the request [s 27D(7)(a)]. If the unit owner asks for copies of any records, on payment of a fee (no more than $1.20 per page [reg 8C(3)]), the strata manager must also provide copies [s 27D(7)(b)]. Failure to provide access or copies is an offence, with a maximum penalty of $500.

Trust account audits

Strata managers or any agent who is permitted by the strata corporation to receive and hold money on behalf of the corporation are under strict legal obligations. An audit report of the strata manager's trust account in relation to a corporation must be sent to the secretary of the strata corporation each financial year [s 36H, reg 20(1)]. In addition, a statement setting out details of dealings by the strata manager or agent with the corporation's money must be produced to the strata corporation upon request [s 36G(3)], and all financial records must be kept for at least five years [s 36G(4)]. Any manager or agent who fails to comply with any of these requirements is guilty of an offence with a maximum penalty of $8,000.

Return of records and trust money

If a corporation withdraws the delegations it has given to a strata manager (if the corporation dismisses the strata manager or if the contract between them is not renewed), then the strata manager must return all records and trust money.

RETURN OF RECORDS

Within 10 business days of the delegations being withdrawn, records must either be returned by mail sent by registered post, or be made available for collection [reg 8C].

RETURN OF TRUST MONEY

Within 10 business days of the delegations being withdrawn, trust money must either be returned by electronic funds transfer, or by cheque sent by registered post, or be made available for collection [reg 8C].

Ending a strata manager's contract

A corporation's contract with a strata manager must state the term of the contract. If a corporation wishes to end a contract before the end of the term because it believes the strata manager is not performing well, it is advisable for the corporation to obtain legal advice. If the corporation believes the strata manager has breached their duty to act in the best interests of the corporation, or any other duties under the Act, the corporation is entitled to seek to end the contract. If the corporation and the strata manager cannot agree about a proposed termination, or the terms of a termination, the dispute resolution process set out in the Act may be used. This process involves making an application to the Magistrates Court (minor civil action jurisdiction).

A corporation may end a strata manager's contract that is for a period of over 12 months, which is taken to include any renewal period at the option of the manager [s 27B(5)], after the contract has run for 12 months. The corporation must give at least 28 days' written notice of the termination, although the notice period can be less if agreed in the contract [s 27B(4)].

Rights of Unit owners

COMPLIANCE WITH THE ARTICLES

Unit owners have certain responsibilities as outlined in the articles of the strata corporation. In addition to complying with the articles themselves, unit owners are also required to take reasonable steps to make sure that their visitors or tenants do not breach the articles [s 20].

CONTRIBUTIONS

Unit owners must keep up their contributions to the corporation. If the funds are not paid, they are recoverable as a debt [s 27(5)], which means the corporation can sue the unit owner for the money, possibly with interest added at a rate reasonably decided by the strata corporation [s 27(4)(b)]. If you buy a unit and there is a contribution owing, you as the new owner are legally responsible for that contribution [s 27(5)]. Check carefully before buying any unit as there may be debts outstanding on that unit.

DEBTS OF THE STRATA CORPORATION

If the strata corporation does not or cannot pay its debts, the individual unit owners are personally responsible. The corporation's debts are enforceable against each or any of the unit owners directly [s 21(1)]. If the corporation has a debt, the unit owners have, amongst themselves, the right of contribution to the debt based on their respective unit entitlements [s 21(2)].

WORK BENEFITTING PARTICULAR UNITS

Certain unit owners may have to pay for work which substantially benefits their own particular unit or group of units and not the strata corporation as a whole. However, this may be difficult to determine. Consider the example of a leaking pipe causing damage to one particular unit. If the pipe was common property, then the cost of repairs would have to be borne by the corporation. On the other hand, if the pipe was not common property, then the individual unit owner would be responsible.

STRUCTURAL WORK

Unit owners must seek permission from the strata corporation before starting any building or structural work, or generally altering the outward appearance of a unit [s 29], for example, installing an air conditioner or external awnings. An exception is if work is required because of an order under the Housing Improvement Act 1940 (SA).

Structural changes that affect the definition of a unit or what exists on the common property should be recorded by amending the strata plan lodged with the Lands Titles Office. Failure to do so may affect ownership of a unit and insurance policies held by unit owners and the corporation.

RIGHT OF ENTRY TO ANOTHER UNIT

A unit owner, or a person authorised by them, has the right of entry into another unit, after giving such notice to the other unit owner as may be practicable in the circumstances, if [s 42]:

- the proper supply of hot or cold water, gas, electricity, heating oil or air-conditioned air to their unit fails, or
- the sewerage, garbage or drainage system as it affects their unit fails to operate properly, and
- another unit must be entered in order to investigate the cause of the failure, or to carry out necessary repairs.

Reasonable force may be used to enter the other unit, but any damage to the other unit must be immediately made good at the expense of the unit owner exercising the right of entry.

Disputes

Disputes often arise when people live close together. Problems with a strata corporation can arise, for example, if the requirements of the Act are not followed, if the common property is not maintained or there are complaints about how meetings are run. In most cases, problems can be resolved within the corporation, and often a community mediation service can assist to sort out problems.

The strata corporation can intervene where a dispute between unit owners involves a breach of the articles, for example where a unit owner continues to play loud music late at night. The strata corporation may write to the unit owner and point out that there has been a breach of the articles and that, under the Act the unit owner is bound by the articles (see also Articles: Breaches of the articles). In other disputes not involving a breach of the articles, the strata corporation may also try to intervene (usually through its management committee or strata manager) to sort out the problem.

APPLICATION TO THE MAGISTRATES COURT

If no resolution can be worked out, then an application may be made to the Magistrates Court as a minor civil action [s 48A] to decide the matter. If the matter is particularly complex or significant [s 41A(5)], a unit owner can seek the permission of the District Court to start proceedings there [s41A(3)]. Alternatively, the District Court can agree to transfer proceedings begun in the Magistrates Court to the District Court [s 41A(4)].

An application can be made to the court by [s 41AA]:

- a strata corporation
- the owner or occupier of a unit (including a tenant)
- a person who has contracted to purchase a unit
- any other person bound by the articles of a strata corporation except for persons invited to or visiting the site.

The court can deal with disputes where [s 41A]:

- it is claimed a breach of the Act or the articles of the corporation has occurred
- an occupier of a unit claims to have been prejudiced by the wrongful act or default of the strata corporation, or a delegate (including a strata manager), or the management committee, or some other member of the strata corporation
- a member of a strata corporation claims that a decision of the strata corporation, or a delegate (including a strata manager), or the management committee is unreasonable, oppressive or unjust
- any aspect of the occupation or use of a strata unit is in dispute between a strata corporation and a member of the corporation, or between two or more members of a strata corporation.

The strata corporation may appoint a member of the corporation to represent it in any proceedings [s 41A(8)], or it may be represented by its strata manager.
The court may [s 41A(9)]:

- order a party do something
- order that a party refrain from any action, or stop doing something
- request further information or records
- order that accounts be audited
- decide on the validity of an article
- decide on the validity of a decision of the corporation
- order that the articles of association be altered
- reverse or vary any decision of the corporation or management committee
- vary, avoid or terminate a contract entered into between a strata corporation and a strata manager or an associate of the strata manager (the court will only do so if it is satisfied that the contract involves a breach of fiduciary duties or other duties under the Act)
- award money as damages or compensation
- make any other incidental or ancilliary orders
- make an interim order in urgent matters [s 41A(11), (12)].

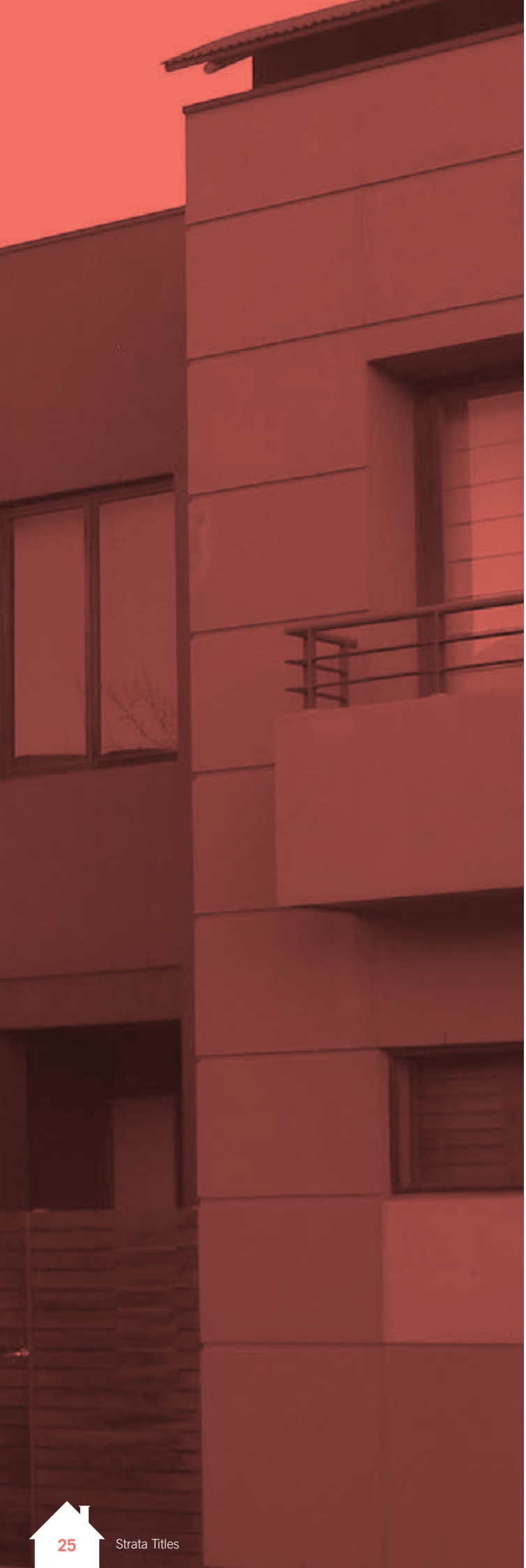
Any person who fails to comply with an order of the court is guilty of an offence with a maximum penalty of $2 000 [s 41A(13)].

APPOINTMENT OF AN ADMINISTRATOR

If substantial problems arise, the corporation, a creditor of the corporation, a unit owner, or someone with a registered interest in a unit (for example, a mortgagee) can apply to the Magistrates Court or Supreme Court to have an administrator appointed to take over the affairs of the corporation [s 37]. Any application to court would only be in extreme circumstances, and the court would be reluctant to appoint an administrator unless incompetence or illegality was clearly shown. An administrator has wide powers and can do anything for which a special or unanimous resolution is usually required [s 37(2)]. The legal costs relating to the appointment of an administrator and remuneration of the administrator are payable from the funds of the strata corporation [s 37(4)].

EVICTING A TENANT

If a tenant of a unit uses the unit for an illegal purpose or causes a nuisance or interferes with the reasonable peace, comfort or privacy of occupiers of the other units, then the affected person or persons can apply to the Residential Tenancies Tribunal (soon to be the Civil and Administrative Tribunal) to terminate the tenancy. Legal advice should be sought in this situation.



Buying a strata unit

MATTERS TO BE CONSIDERED IN PURCHASING A STRATA UNIT

There are particular issues related to buying a strata unit. Effectively, you are buying into a strata corporation and will become a member of the strata corporation. As well as being responsible for maintaining your own unit, you will share the responsibility for maintaining the common property (the external structure and foundations of the buildings and pipes, cables, wires, ducts and drains).

As a potential buyer, you may apply to the strata corporation for a range of information for moderate fees (see **The strata corporation: Access to information by unit owners**).

If you enter a contract, the vendor must provide certain information (see below), including the notice in Division 3 of the Schedule of Form 1, *Land and Business (Sale and Conveyancing) Regulations 2010 (SA)*, which sets out a range of issues to consider when buying into a strata corporation. The following issues are part of the notice:

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.

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.

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.

INFORMATION AND DOCUMENTS A VENDOR IS REQUIRED TO PROVIDE

Along with the information that must be provided in relation to any proposed sale of land, certain information about a strata corporation must also be provided under Division 2 of the Schedule of Form 1, Land and Business (Sale and Conveyancing) Regulations 2010 (SA):

- particulars of contributions payable in relation to the unit, including details of arrears of contributions related to the unit
- particulars of the assets and liabilities of the strata corporation
- particulars of expenditure that the strata corporation has incurred, or has resolved to incur, and to which the unit owner of the unit must contribute, or is likely to be required to contribute
- particulars of the unit entitlement of the unit.

The following documents should also be provided:

- a copy of the minutes of the general meetings of the strata corporation and management committee for the preceding 2 years
- a copy of the statement of accounts of the strata corporation last prepared
- a copy of current policies of insurance taken out by the strata corporation
- a copy of the articles of the strata corporation (copies of the articles may also be obtained from the Lands Titles Registration Office).

Note that, if the vendor has no agent but the purchaser has an agent, the purchaser's agent must apply for the information s 9(2) Land and Business (Sale and Conveyancing) Act 1994 (SA).

The notice in Division 3 of the Schedule of Form 1 must also be provided to the purchaser. This notice sets out a range of issues to consider when buying into a strata corporation.

DOCUMENTS YOU MAY INSPECT

You are entitled to inspect (look at) [s 41(1), reg 11]:

- a copy of the accounting records of the corporation (fee: $5)
- the minute books of the corporation (fee: $5)
- any documents received by the strata corporation from the original registered proprietor under s 38(3), including the duplicate certificate of title for the common property of the strata corporation (fee: $5)
- a copy of any contract with a strata manager (no fee)
- the register of unit owners (no fee).

Common Questions

Annual general meeting

WHEN SHOULD WE HAVE AN ANNUAL GENERAL MEETING?

The strata corporation must hold the next annual general meeting no more than 15 months after its last meeting. An annual general meeting should be held in every calendar year [s 33(4)].

Approval for structural work

AN OWNER IN OUR BLOCK OF UNITS WANTS TO PUT AWNINGS ON THE OUTSIDE OF THE BUILDING TO SHADE HER KITCHEN WINDOWS FROM THE AFTERNOON SUN. DOES SHE NEED PERMISSION FROM THE CORPORATION TO DO THIS?

Yes. The decision to alter the external appearance of the units must be taken by the corporation. A special resolution of the corporation will be required to grant permission for this work [s 29].

Attendance by proxy at meetings

I AM A MEMBER OF THE MANAGEMENT COMMITTEE BUT FIND IT HARD TO GET TO EVERY MEETING. CAN I APPOINT A PROXY (SOMEONE TO VOTE FOR ME) FOR THESE MEETINGS OR AT GENERAL MEETINGS?

If a member of the management committee is unable to attend a committee meeting, they can appoint another unit owner as their proxy [s 35(7)].

However, for a general meeting, there are strict rules about the appointment of a proxy: the nomination must be sent in writing to the secretary of the strata corporation; it must specify whether the nominated person is nominated to attend and vote at all meetings, and in relation to all matters, on behalf of the unit owner, or only at specified meetings, or in relation to specified matters, on behalf of the unit owner.

Auctions and sales

CAN I SELL MY UNIT AT ANYTIME? CAN I HOLD AN AUCTION IN MY UNIT WHEN I WISH TO SELL IT?

Yes. There are no limits on the sale of a unit by the unit owner, but you will need the corporation's permission to place an auction or sale sign on common property.

Auditing

DO WE HAVE TO MAKE SURE THE CORPORATION BOOKS AND RECORDS ARE AUDITED?

This depends on whether your strata corporation has appointed a strata manager or agent to receive and hold money on behalf of the corporation. A manager or agent must keep money in a trust account and has a legal obligation to have the trust account audited at regular intervals. The Act does not require a member of the corporation who is the treasurer or holds corporation money to have accounts audited; however the appointment of an auditor is sensible to make sure that a proper statement of accounts has been prepared. This should be balanced against the cost of auditing the accounts.

Bank Accounts

HOW DO WE OPEN A NEW BANK ACCOUNT IN THE NAME OF THE CORPORATION?

Section 26(1)(c) of the Act gives the corporation the power to open and maintain a bank account. The bank will require evidence that the account owner is an incorporated body. This could include a copy of the deposited Strata Plan, a copy of the common property title or a copy of the deposit slip. These can all be requested from the Lands Titles Office with payment of the prescribed fee.

A strata manager can be asked to open a bank account for the corporation. If there is no strata manager, the bank may also wish to see evidence that the individual/s opening the account on behalf of the corporation have the power to do so. Minutes of the general or management committee meeting giving authority to open the account would usually be accepted.

Books and records

I HAVE RECENTLY BEEN ELECTED TREASURER AND SECRETARY OF OUR CORPORATION. WHAT SORT OF BOOKS AND RECORDS DO I HAVE TO KEEP?

The requirements in relation to maintaining and keeping records of the corporation may be delegated to a strata manager. If this function is not delegated, as the treasurer, you must keep all accounting records relating to receipts and expenditure of the corporation and management committee.

As the secretary, you are responsible for administrative and secretarial matters for the corporation and the management committee. Record keeping is part of this function. If the function of maintaining and keeping records has not been delegated to a strata manager, you must keep: a register of the names of the unit owners; minutes of all meetings; notices and orders served on the corporation; copies of correspondence received or sent by the corporation; notices of meetings of the corporation and its management committee; the duplicate certificate of title for the common property of the strata corporation; documents received by the strata corporation from the original registered proprietor.

For further detail, see **The strata corporation: Records.**

Calling meetings and initiating action

I HAVE ADVISED THE SECRETARY OF THE STRATA CORPORATION THAT REPAIRS ARE NEEDED TO MY WATER PIPES DUE TO TREE ROOT DAMAGE, BUT SHE HAS TAKEN NO ACTION. WHAT CAN I DO?

If the damage is the responsibility of the strata corporation, and the secretary is not acting when asked, the unit owner could approach any two members of the committee, or if the corporation does not have a management committee, the unit owners of one fifth or more units, and ask them to convene a general meeting. If the situation becomes an emergency, the unit owner could have the repairs done and bill the strata corporation. If all else fails, the unit owner could take the strata corporation to court, either to force them to take reasonable action, or to recover costs of repairs.

Car parking

VISITORS TO OTHER UNITS OFTEN PARK IN MY SPACE, OR ON COMMON PROPERTY, OBSTRUCTING MY ACCESS. WHAT CAN I DO TO STOP THIS?

Unit occupiers have an obligation under the articles to make sure that their visitors do not park in other unit owner's spaces, or parts of the common property not authorised for parking. The upset unit occupier can first talk to the other unit occupier about the problem. If the unit occupier is a tenant, the unit owner may also be approached, as they have an obligation to take reasonable steps to ensure that the tenant complies with the articles. If there is no resolution, the management committee or the corporation may be asked to intervene. If the problem continues, it is suggested that a community mediation service be approached. If the articles of the corporation provide for a penalty to be imposed for a breach of the articles, the corporation may impose a penalty on the unit occupier. As a last resort, an application can be made to the Magistrates Court for an order to prevent future breaches. If a court order is not complied with, fines or even gaol sentences can be imposed.

Corporation Records

I AM WORRIED ABOUT THE CORPORATION'S FINANCES. CAN I LOOK AT THE BOOKS AND RECORDS OF THE CORPORATION TO PUT MY MIND AT EASE?

Yes. The corporation must keep the minutes of meetings for 30 years and accounting records and correspondence for seven years. As a unit owner you can apply to the secretary or a committee member or the strata manager, and they must arrange for you to see the information you require within five business days after the request. Most information is provided free of charge to unit owners but some copying charges may apply (see The strata corporation: Access to information by unit owners). You may also arrange to have quarterly bank statements for all accounts maintained by the corporation.

Corporation address

WHAT IS THE STRATA CORPORATION'S OFFICIAL ADDRESS?

The official address of the corporation is that shown on the certificate of title issued for the common property in the name of the strata corporation. A corporation must keep a letter box with its name clearly shown on it for postal deliveries to the site. A post office box can only be used as the address of a corporation in districts where there is no postal delivery service. A document may be served on a strata corporation, its secretary or treasurer by posting or delivering to the address of the corporation.

Exclusive use of common property

ONE OF THE OWNERS IN THE BLOCK WAS GRANTED 'EXCLUSIVE USE' OF A LARGE PART OF THE COMMON PROPERTY BY THE CORPORATION SOME YEARS AGO. WE FEEL THAT THIS IS AN UNFAIR SITUATION. HOW CAN WE REGAIN THIS COMMON PROPERTY FOR USE BY ALL OWNERS?

The corporation can agree, by unanimous resolution, to grant exclusive use of the common property for a set period. A unanimous resolution is also required to revoke the exclusive use or for it to continue past the agreed date. If the exclusive use is not limited by time, it was an invalid resolution, as the Act requires any unanimous resolution allowing a unit owner exclusive use of a part of common property to be for a specified time.

ONE OF THE OWNERS HAS FENCED IN COMMON PROPERTY NEXT TO THEIR UNIT FOR THEIR OWN USE. CAN THEY DO THIS?

Excluding others from common property is contrary to the articles, as is using common property as a garden for a unit owner's own purposes. The corporation or management committee may treat this behaviour as a breach of the articles and go through the steps of communication – mediation – penalty (if possible under the articles) – Magistrates Court minor civil action.

Fences

THE FENCE AROUND MY UNIT IS OLD AND NEEDS TO BE REPLACED. SHOULD THE CORPORATION PAY FOR A NEW FENCE?

Generally, fences are common property and therefore the responsibility of the strata corporation. The corporation must maintain the common property to an acceptable standard, which may involve replacing or repairing the fence.

However, a strata plan could specify that a fence is part of a unit, or a fence built by a unit owner may not be common property. If the fence is not common property, you as the unit owner, are responsible to maintain it. In fact, in this case, the corporation could require you to replace the fence. Legal advice should be sought in these situations.

How many members are allowed on the management committee?

FOR THE LAST 5 YEARS AT EACH ANNUAL GENERAL MEETING, OUR CORPORATION, COMPRISING 20 UNITS, HAS ELECTED A PRESIDING OFFICER, SECRETARY, TREASURER AND 7 OTHER MANAGEMENT COMMITTEE MEMBERS. THIS NUMBER OF PEOPLE ON ONE COMMITTEE SEEMS TO ME TO BE TOO MANY. HOW MANY PEOPLE ARE THERE SUPPOSED TO BE?

There is no maximum number for a management committee. A general meeting of the corporation can fix the numbers for a management committee and must elect the presiding officer, secretary and treasurer. If a unit owner thinks the management committee is too large they could raise this at a general meeting.

Improvements to common property

SOME OF THE UNIT OWNERS WANT THE CORPORATION TO INSTALL HAND RAILS ON THE COMMON STAIRS. WHAT WOULD BE NECESSARY TO HAVE THE WORK APPROVED?

As the common stairs are shared by all unit owners, they are considered common property. A simple majority vote at a general meeting can approve this addition to the common property. The corporation is responsible for public risk in the common property area and it may be sensible to install these rails.

Investing funds and borrowing money

OUR STRATA CORPORATION IS HOLDING FUNDS PUT IN BY THE UNIT OWNERS. WHERE CAN WE INVEST THESE SURPLUS FUNDS? SIMILARLY, IF THE CORPORATION WANTED TO BORROW MONEY, ARE THERE ANY RESTRICTIONS?

The Act states that the corporation's money should be in an account which does not expose the funds to great risk. If a strata manager or agent is authorised by the corporation to receive or hold money on the corporation's behalf, that money must be held in a trust account. Under the Act, the strata corporation can borrow money to carry out its functions. The articles can state who is authorised to borrow the money and from which financial institutions.

Management committee meetings

CAN I ATTEND MANAGEMENT COMMITTEE MEETINGS EVEN THOUGH I AM NOT ON THE COMMITTEE?

You can only attend those meetings with the committee's permission, or if the articles allow your attendance, or a general meeting decides you can attend.

Management committee vacancies

RECENTLY SOME MEMBERS OF OUR MANAGEMENT COMMITTEE RESIGNED AND THIS LEFT THE COMMITTEE WITHOUT A SECRETARY. WHAT DO WE DO?

The management committee can appoint a person to fill a casual vacancy until a permanent appointment is made at the next general meeting. The position of secretary must not be left vacant more than six months.

If the number of resignations takes the number of members below the number required for a quorum, and there is difficulty filling vacancies, decisions can still be made, but they will need to be ratified at the next committee meeting with a quorum, or at a general meeting of the corporation.

Negligence and Insurance

A TREE ON COMMON PROPERTY OVERHANGS THE STREET AND DROPS BERRIES. I AM WORRIED THAT A MEMBER OF THE PUBLIC MIGHT SUFFER INJURY. ARE WE RESPONSIBLE?

If a member of the public, or a unit owner, suffers injury as a result of the negligence of the strata corporation, then the strata corporation may be liable. This may include the strata corporation's negligence in not pruning or maintaining trees in a safe manner. All strata corporations must hold public liability insurance to the value of 10 million dollars to cover these risks.

DOES THE CORPORATION'S INSURANCE COVER A BURST HOT WATER SERVICE?

An insurance policy does not normally cover wear and tear. Unit owners and the corporation have a duty to maintain their equipment. However the building damage caused by a leaking hot water service may be covered.

Notice of meetings

A GENERAL MEETING OF OUR GROUP HAS BEEN CALLED BUT THEY HAVE GIVEN ME A NOTICE POSTED LESS THAN 14 DAYS BEFORE THE DATE OF THE MEETING. ARE THE DECISIONS OF THE MEETING LEGAL?

Written notice of the time, place and agenda of a general meeting must be given to all unit owners at least 14 days before the date of a meeting. Contact the secretary if you have not received a notice. You could point out that any decision made at the meeting would be invalid as the

meeting was not properly called, and any decisions would need to be ratified at a properly convened meeting.

Ongoing costs

WHAT TYPES OF EXPENSES ARE INVOLVED IF I WISH TO OWN A STRATA UNIT?

Apart from the usual expenses associated with owning land (council rates, water and sewerage, gas, electricity etc.), as a member of the strata scheme you will be required to contribute to the costs associated with the running and maintenance of the scheme. These can be split into two categories: recurrent fees (those that occur on an annual basis), and costs for the long term maintenance of the scheme (often referred to as a sinking fund). Inquiries should be made with the strata corporation that administers the scheme to find out these additional costs.

Painting and gutters

CAN THE CORPORATION OBLIGE UNIT OWNERS TO CLEAN THE GUTTERS ON THEIR UNIT?

Gutters and roofs are common property. There is no reason why unit owners could not agree to clean their own gutters to reduce maintenance costs, but there is no legal obligation to do so. If a unit owner does not or cannot clean their gutters, the corporation remains liable for repairs. A thorough clean before winter is good preventative maintenance.

CAN OWNERS DECIDE TO SAVE MAINTENANCE COSTS BY PAINTING THE OUTSIDE OF THEIR OWN UNITS?

The corporation could agree to this arrangement but it carries some risks in that the end result could be poor or inconsistent. The corporation is liable in the first instance for fixing the external paintwork on a poorly painted unit.

Quorum

I LIVE IN A BLOCK OF 8 UNITS. AT OUR ANNUAL GENERAL MEETING ONLY THREE PEOPLE TURNED UP. IS THIS A QUORUM?

No business may be transacted at a general meeting unless a quorum of at least half the unit owners is represented (in person, or by validly appointed proxy, or by remote communication if this has been allowed). In your particular strata corporation, four persons entitled to vote would constitute a quorum. If a quorum is not present, the meeting must be adjourned for at least one week, but not more than 14 days, and written notice given to unit owners of another meeting. Then if after one half an hour of the relevant time less than half of the unit owners are represented, those present are entitled to work as a quorum.

Rates

I HAVE BOUGHT A UNIT IN A BLOCK OF THREE. DO ALL THREE OWNERS INDIVIDUALLY HAVE TO PAY THE WATER AND SEWERAGE RATES AND THE COUNCIL RATES?

Each of the units in your block will be billed separately for council and sewerage rates. However, unless there are separate water meters for each unit, there is no way to determine a unit's water usage. Contributions are normally paid by unit entitlement; a unanimous resolution is needed to change this arrangement. SA Water offers the following billing options: sending one lump sum bill for water usage every three months to the strata corporation secretary; dividing the bill in percentages nominated by the corporation and billing owners separately; dividing the bill equally between the unit owners and billing them separately. Whatever the billing arrangement, the strata corporation is ultimately responsible to SA Water for the bill. Private water meters may be installed to each unit to determine how the SA Water account should be divided. There are costs associated with the installation and reading of private meters.

Renting

I AM RENTING OUT MY UNIT. DO I HAVE TO TELL THE STRATA CORPORATION? WHAT RIGHTS DO THE TENANTS HAVE IN RELATION TO THE STRATA CORPORATION? CAN THEY ATTEND AND VOTE AT MEETINGS? WHAT HAPPENS IF MY TENANTS CAUSE PROBLEMS FOR OTHER UNIT OCCUPIERS?

The unit owner must immediately notify the strata corporation of any change in the occupancy of the unit. Tenants do not have any voting rights in relation to the unit. However you may appoint your tenant as your proxy to attend general meetings and vote. You have an obligation to ensure your tenants abide by the articles of the strata corporation. It should be noted that it is not possible for a strata corporation to restrict your rights to rent your unit or to specify to whom the unit can be rented.

If your tenant causes the unit to be used for an illegal purpose, or interferes with the peace, privacy or comfort of other residents, the affected residents could approach the Residential Tenancies Tribunal for an order that your tenants be evicted.

Salt (rising) damp

I OWN A UNIT IN A GROUP WHERE TWO OF THE OTHER UNITS HAVE PLASTER FALLING OFF FROM RISING DAMP. WHY SHOULD I PAY FOR DAMAGE INSIDE THEIR UNITS?

The building foundations are common property and the corporation is therefore responsible for maintaining the damp course that protects the walls. The corporation has an obligation to make good damage caused by rising damp that can be shown to come from the soil through the foundations.

Trees

WHO IS RESPONSIBLE FOR A TREE LOCATED IN A UNIT OWNER'S YARD?

Generally this needs to be determined by looking at the definition of what is a yard and common property on the strata plan. Reference to the care of trees within unit subsidiaries could be made in the articles so that any costs associated with the tree (including damage and trimming) can be allocated between the unit owner and the corporation.

Voting

OUR STRATA MANAGER HAS SENT THE OWNERS A POSTAL FORM TO VOTE ABOUT WHICH PAINTING QUOTE TO ACCEPT. IS THE RESULT BINDING ON ALL OWNERS?

The Act only provides for decisions to be made at a general or management committee meeting. However, the meeting could decide to authorise the strata manager to obtain quotes and select the preferred quote by postal vote.

What is common property?

I HAVE PAID FOR MY BLOCKED SEWER PIPE TO BE CLEARED, BUT THE SECRETARY REFUSES TO REIMBURSE ME, CLAIMING IT WAS NOT COMMON PROPERTY. WHO SHOULD PAY?

The issue of what is and what is not common property can cause many disputes. Generally speaking, the boundary of a unit is the internal surface of its walls, floors and ceilings, and a unit can also include an area known as a 'unit subsidiary' marked on the strata plan as being for the exclusive use of a particular unit, for example, a carport or garden area.

Common property comprises any land or space that is not within a unit, and such things as pipes, drains or electrical wiring that are not for the exclusive use of a unit. The strata corporation has a responsibility to maintain the common property. However, if the corporation carries out work that wholly or substantially benefits a particular unit, or group of units, then responsibility for payment may be placed on those unit owners. In past court cases, 'benefit' has been interpreted as meaning something more than ongoing maintenance. If the pipe serves only your unit it could be argued that the clearing of the pipes should be at your expense. The cause of the blockage may also be relevant to who pays the bill. If it was clearly your fault, for example, your child's toy blocked the pipe, then you may well have a responsibility to pay for clearing and possibly even repairs. On the other hand, if the blockage was caused by roots from a tree on common property then the corporation is liable.

White ants

I AM THE OWNER/OCCUPIER OF A UNIT IN A BLOCK OF 12. RECENTLY THE CORPORATION HAS DECIDED TO HAVE EACH UNIT TREATED FOR WHITE ANTS. I SUFFER FROM ASTHMA AND I AM CONCERNED ABOUT PESTICIDES AND THEIR EFFECT ON MY FAMILY AND THE ENVIRONMENT. CAN THE CORPORATION FORCE ME TO UNDERTAKE THIS WORK?

The corporation has an obligation to administer and maintain the common property for the benefit of all unit owners. This includes protecting the units from white ants as they come from outside the unit boundaries. Any white ant damage to a unit will need to be made good by the corporation. As the proposed work is for the benefit of the entire block of units the corporation would be allowed to treat your unit and recover the cost.

You could approach the presiding officer with your special reasons for an exemption or suggest an alternative treatment for your unit. If a suitable resolution cannot be reached, it is suggested you approach a mediation service. Finally, if there is still no satisfaction, the Magistrates Court can make a decision on the matter. It is advisable to obtain legal advice in this situation.


11A

Contacts

STRATA AND COMMUNITY ADVICE SERVICE
1300 366 424
Legal Services Commission
www.lsc.sa.gov.au

ADELAIDE OFFICE
159 Gawler Place
Adelaide 5000
Telephone: 8111 5555

ELIZABETH OFFICE
Windsor Building
Elizabeth Shopping Centre
Elizabeth 5112
Telephone: 8111 5400

HOLDEN HILL
Tenancy 7, 560 North East Road
Holden Hill 5088
Telephone: 8111 5440

MT BARKER
18 Walker Street
Mt Barker 5251
Telephone: 8111 5320

NOARLUNGA
Noarlunga House
Colonnades Shopping Centre
Noarlunga Centre 5168
Telephone: 8111 5340

PORT ADELAIDE
306 St Vincent Street
Port Adelaide 5015
Telephone: 8111 5460

PORT AUGUSTA
13 Flinders Terrace
Port Augusta SA 5700
Telephone: 8686 2200

WHYALLA
Tenancy 7, 169 Nicolson Ave
Whyalla Norrie 5608
Telephone: 8686 2240

COMMUNITY MEDIATION SERVICES
www.saccls.org.au/cb_pages/mediation
Telephone: 8350 0376 / 1300 850 650

Mediation services can assist in the settlement of neighbourhood and other community disputes. Mediation is a voluntary process where trained mediators work with people in conflict to help them to resolve their differences. The role of the mediator is to listen, ask questions and find out the facts, not to blame anyone or take sides. With all the information, the mediator helps people to put together an agreement which is not legally binding, but is made in good faith.

The advantages of mediation as a way to resolve disputes are:

- it can save on court and solicitor costs for both parties
- mediation sessions are conducted in private, unlike court proceedings
- it can contribute to the early resolution of problems, thereby reducing stress and anxiety
- both parties take responsibility for their role and are given the opportunity to resolve their own disputes.

Mediation services intervene in disputes at the request of at least one of the parties. If an approach is made to a service, the service can write to invite the other side to come to a mediation session to discuss the problem. Because attendance is voluntary from both sides, any party may withdraw from the resolution process at any time.

LAND SERVICES GROUP
Lands Titles Office
101 Grenfell Street
Adelaide 5000
Telephone: 8226 3983
www.sa.gov.au/landservices

COMMUNITY LEGAL CENTRES
Central Community Legal Service
Shop 2, 59 Main North Road
Medindie Gardens 5081
Telephone: 8342 1800

NORTHERN CLS
26 John Street
Salisbury 5108
Telephone: 8281 6911

RIVERLAND CLS
8 Wilson Street
Berri 5343
Telephone: 8582 2255

SOUTHERN CLS
40 Beach Road
Christies Beach 5168
Telephone: 8384 5222

SOUTH EAST CLS
9 Penola Road
Mount Gambier 5290
Telephone: 8723 6236

WESTSIDE COMMUNITY LAWYERS INC.
Old Post Office
212 Port Rd
Hindmarsh SA 5007
Telephone: 83049009

PORT PIRIE OFFICE
60 Florence Street
Port Pirie 5540
Telephone: 1800 114 442



DISCLAIMER – Horner Management will not be held liable for any missing, incomplete or incorrect information provided prior to the commencement of our management. 21/10/2025

AGM 07/11/2025

OTHER BUSINESS

Pets:

It was agreed that pets' applications must still be provided to the corporation to consider on an as needs basis. The relevant requester is to also cover the cost of the vote/meeting as required. Carried.

ARTICLES OF STRATA CORPORATION

(Strata Titles Act, 1988 - Schedule 3)

1. (1) A Unit holder must:-
(a) maintain the Unit in good repair;
(b) carry out any work ordered by a Council or other Public Authority in respect of the Unit.
(2) The occupier of a Unit must keep it in a clean and tidy condition.

2. A person bound by these Articles:-
(a) must not obstruct the lawful use of the Common Property by any person;
(b) must not use the Common Property in a manner that unreasonably interferes with the use and enjoyment of the Common Property by the other members of the strata community, their customers, clients or visitors;
(c) must not make, or allow his or her customers, clients or visitors to make undue noise in or about any Unit or the Common Property; **AND**
(d) must not interfere, or allow his or her customers clients or visitors to interfere with others in the enjoyment their rights in relation to Units or Common Property.

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

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

5. A person bound by these Articles:-
(a) must not park a motor vehicle in a parking space allocated for others or on a part of the Common Property on which is not authorised by the Strata Corporation; AND
(b) must take reasonable steps to ensure that his or her customers, clients or visitors do not park in parking spaces allocated for others or on parts of the Common Property on which parking is not authorised by the Strata Corporation.

6. A person bound by these Articles must not, without the consent of the Strata Corporation:-
(a) damage or interfere with any lawn, garden, tree, shrub, plant or flower on the Common Property; **OR**
(b) use any portion of the Common Property for his or her own purposes as a garden.

7. A person bound by these Articles must not:-
(a) bring objects or materials onto the site of a kind that are likely to cause justified offence to the other members of the Strata Community; **OR**
(b) allow refuse to accumulate so as to cause justified offence to others.

8. A person bound by these Articles must not, without the consent of the Strata Corporation, display any sign, advertisement, placard, banner or any other conspicuous material of a similar nature:-
(a) on part of his or her Unit so as to be visible form the outside of the building; **OR**
(b) on any part of the Common Property.

9. The occupier of a Unit may, without the consent of the Strata Corporation, paint, cover or in any other way decorate the inside of any building forming part of the Unit and may, provided that unreasonable damage is not cause to any Common Property, fix locks, catches, screens, hooks and other similar items to that building.

10. The occupier of a Unit used for residential purposes must not, without the consent of the Strata Corporation, use or store on the Unit or on the Common Property any explosive or other dangerous substance.

11. A person bound by these Articles:-
(a) must maintain within the Unit, or on a part of the Common Property set apart for the purpose by the Strata Corporation, a receptacle for garbage adequately covered; **AND**
(b) must comply with all Council By-Laws relating to the disposal of garbage.

12. A Unit holder must immediately notify the Strata Corporation of:-
(a) any change in the ownership of the Unit, or any change in the address of an owner; **AND**
(b) any change in the occupancy of the Unit.

w: www.flexinsurance.com.au

Certificate of Currency Flexible Residential Strata Plan Insurance

Policy No	**HS**0006047637
Policy Wording	FLEXIBLE RESIDENTIAL STRATA PLAN INSURANCE AX 0001 0825
Insurer(s)	100% CERTAIN UNDERWRITERS AT LLOYD'S LED BY MANAGING AGENT AXIS, SYNDICATE 1686, UNDER BINDER AGREEMENT NO (UMR)
Period of Insurance	30/06/2026 to 30/06/2027 at 4:00pm
The Insured	STRATA CORPORATION NO. 6641 INC.
Situation	10 MORTIMER STREET KURRALTA PARK SA 5037
Certificate date	30/06/2026

Cover Selected		Sum Insured
Section 1	Insured Property	
	Building	$4,134,375
	Common Area Contents	$3,308
	Loss of Rent & Temporary Accommodation (total payable)	$620,156
Section 2	Liability to Others	$10,000,000
Section 3	Voluntary Workers	Not Selected
Section 4	Fidelity Guarantee	$100,000
Section 5	Office Bearers' Legal Liability	Not Selected
Section 6	Machinery Breakdown	Not Selected
Section 7	Catastrophe Insurance	
	Sum Insured	$620,156
	Extended Cover - Loss of Rent & Temporary Accommodation	$93,023
	Escalation in Cost of Temporary Accommodation	$31,007
	Cost of Removal, Storage and Evacuation	$31,007
Section 8	Government Audit Costs, Appeal Expenses and Legal Defence Expenses	Not Selected
Section 9	Lot Owners' Fixtures and Improvements (per lot)	Not Selected

Flood Cover is excluded.

Flood Exclusion

Despite anything contained elsewhere in Your Policy We will not pay for loss or damage caused by or arising directly or indirectly from Flood.

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

a. a lake (whether or not it has been altered or modified);
b. a river (whether or not it has been altered or modified);
c. a creek (whether or not it has been altered or modified);
d. another natural watercourse (whether or not it has been altered or modified);
e. a reservoir;
f. a canal;
g. a dam.

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

Flex+ Optional Benefits

Resultant Damage from both Escape of Liquid and Major Faults and Defects	Selected
Increased exploratory costs, replacement of defective parts	Selected
Extended Temporary Accommodation and Loss of Rent	Selected
Fusion	Selected
Floating floors	Selected
Special Benefits	Selected

Date Printed 30/06/2026

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 New Flex PDS reference code for the Lloyd's product is: AX 0001 0825 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

6641

SYMONDS RYAN & CORNISH PTY LTD
SURVEYING AND SUBDIVISION CONSULTANTS
116A GREENHILL ROAD, UNLEY 5061
PHONE: 2720111

DATE 28·11·84 | FIELD C.G.F. | PLAN P.P.
REFERENCE No. 841104

MICROFILMED
23-9-85

C.T. reference: 1452/69
Total area: 1256 m²
Authority for data: F.P.X 21684

STRATA PLAN NUMBER
SP 6641

ACCEPTED FOR DEPOSIT
J Hales
pro Registrar-General
16 / 9 /1985

Reference Map No.

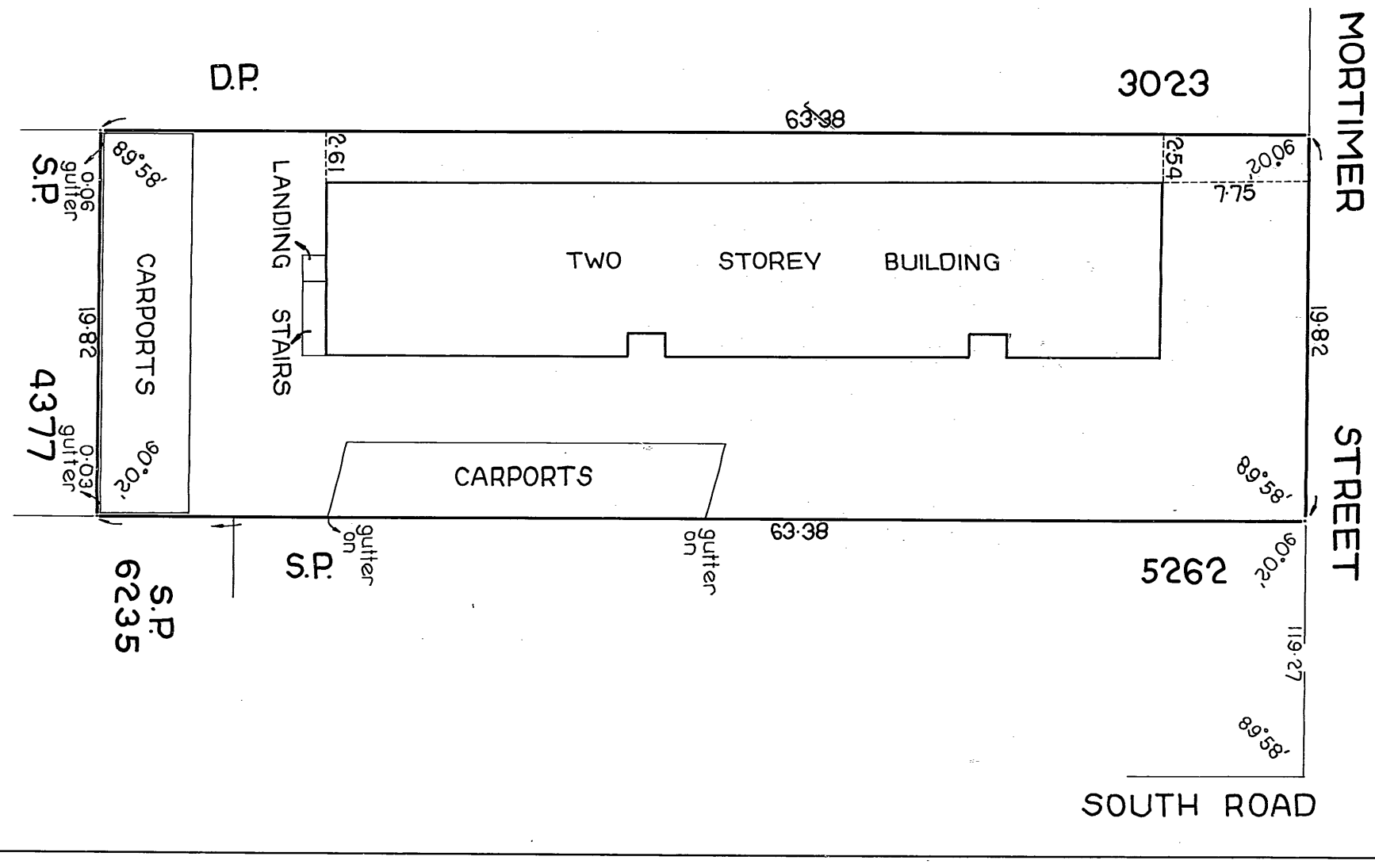
COUNCIL
City of West Torrens

THIS IS SHEET 1 OF 4 SHEETS

LOT 20 in D.P. 3023 OF PT. SEC. 52 HUNDRED OF ADELAIDE in the area named KURRALTA PARK

SITE PLAN

Scale: 0 2 4 8 12 16 20 metres



I, Clyde Gilmore Foulis
a Licensed Surveyor within the meaning of the Surveyors Act, 1975, do hereby certify

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

C G Foulis

Dated this 3rd day of June 1985

Licensed Surveyor

LTO G

6641

STRATA PLAN NUMBER
SP 6641

ACCEPTED FOR DEPOSIT
pro Registrar-General
16 / 9 /1985

Reference Map No.

COUNCIL
City of West Torrens

THIS IS SHEET 2 OF 4 SHEETS

LTO H

0 2 4 8 12 16 20 metres
Scale:

GROUND FLOOR PLAN

MORTIMER STREET

DRYING AREA unit sub. 1 — 42·96
DRYING AREA unit sub. 6 — 40·46
37·92
DRYING AREA unit sub. 7 — 32·25
DRYING AREA unit sub. 2 — 29·77
27·25
DRYING AREA unit sub. 3 — 24·38
DRYING AREA unit sub. 8 — 21·92
19·39
DRYING AREA unit sub. 9 — 14·50
DRYING AREA unit sub. 4 — 12·00
9·49
DRYING AREA unit sub. 5 — 6·43
DRYING AREA unit sub. 10 — 3·92
1·41
00

0·70
90°
J/s line

UNIT 1 inc. 4 unit subs. (drying area, 2 carports & porch) — PORCH unit sub. 1

stairs

UNIT 2 inc. 3 unit subs (drying area, porch & carport) — PORCH unit sub. 2

UNIT 3 inc. 3 unit subs. (drying area, carport & porch) — PORCH unit sub. 3

stairs

UNIT 4 inc. 3 unit subs (drying area, porch, & carport) — PORCH unit sub. 4

UNIT 5 inc. 3 unit subs. (drying area, carport & porch) — PORCH unit sub. 5

prodn. outside face wall

STAIRS unit sub. 10

str. line
3·96
3·96 str. line
3·96
3·96 str. line
3·96
6·27 str. line
2·01

CARPORT unit sub. 1
CARPORT unit sub. 1
CARPORT unit sub. 6
CARPORT unit sub. 7
CARPORT unit sub. 2

2·45

℄ truss
℄ truss
str. line
2·45 ℄ truss
str. line
2·45
2·45

CARPORT unit sub. 10
CARPORT unit sub. 5
CARPORT unit sub. 9
CARPORT unit sub. 4
CARPORT unit sub. 8
CARPORT unit sub. 3

WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

MICROFILMED 23-9-85

SYMONDS RYAN & CORNISH PTY LTD
SURVEYING AND SUBDIVISION CONSULTANTS
116A GREENHILL ROAD, UNLEY 5061
PHONE: 2720111

DATE 28·11·84 | FIELD C.G.F. | PLAN P.P.
REFERENCE No. 841104

6641

STRATA PLAN NUMBER
SP 6641

ACCEPTED FOR DEPOSIT
pro Registrar-General
16/9/1985

Reference Map No.

COUNCIL
City of West Torrens

THIS IS SHEET 3 OF 4 SHEETS

LTO H

0 2 4 8 12 16 20 metres
Scale:

FIRST FLOOR PLAN

MORTIMER STREET

UNIT 6 inc. 3 unit subs. (drying area, carport & balcony) — BALCONY unit sub. 6

stairs & landing

UNIT 7 inc. 3 unit subs. (drying area, carport & balcony) — BALCONY unit sub. 7

UNIT 8 inc. 3 unit subs. (drying area, carport & balcony) — BALCONY unit sub. 8

stairs & landing

UNIT 9 inc. 3 unit subs. (drying area, carport & balcony) — BALCONY unit sub. 9

UNIT 10 inc. 5 unit subs. (stairs, landing, carport drying area & balcony) — BALCONY unit sub. 10

LANDING unit sub. 10

WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

MICROFILMED 23-9-85

SYMONDS RYAN & CORNISH PTY LTD
SURVEYING AND SUBDIVISION CONSULTANTS
116A GREENHILL ROAD, UNLEY 5061
PHONE: 272 0111

DATE 28.11.84 | FIELD C.G.F. | PLAN P.P.

REFERENCE No. 841104

SCHEDULE OF UNIT ENTITLEMENT

UNIT Nº	UNIT ENTITLEMENT	UNIT Nº	UNIT ENTITLEMENT	UNIT Nº	UNIT ENTITLEMENT
1	100				
2	100				
3	100				
4	100				
5	100				
6	100				
7	100				
8	100				
9	100				
10	100				
				AGGREGATE	
				COMMON PROPERTY	
				ROAD or RESERVE ALLOTMENTS	
AGGREGATE	1 000	AGGREGATE			

STRATA PLAN NUMBER

SP 6641

Authenticated vide
Application No. G078643
and Accepted for Deposit

pro Registrar-General
16/9/1985

THIS IS SHEET 1 OF 4 SHEETS

MICROFILMED
23-9-85

Property Interest Report

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

Title Reference	CT 5014/144	**Reference No.**	2822614
Registered Proprietors	R & R DETTMAN NOMINEES PTY LTD	**Prepared**	29/09/2026 15:44
Address of Property	Unit 4, 10 MORTIMER STREET, KURRALTA PARK, SA 5037		
Local Govt. Authority	CITY OF WEST TORRENS		
Local Govt. Address	165 SIR DONALD BRADMAN DRIVE HILTON SA 5033		

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

Table of Particulars

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

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

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

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

3. *Burial and Cremation Act 2013*

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

4. *Crown Rates and Taxes Recovery Act 1945*

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

5. *Development Act 1993* (repealed)

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

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

6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act, 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1967* (repealed) *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply

7. *Emergency Services Funding Act 1998*

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

8. *Environment Protection Act 1993*

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

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

9. *Fences Act 1975*

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

10. *Fire and Emergency Services Act 2005*

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

11. *Food Act 2001*

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

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

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

13. *Heritage Places Act 1993*

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

14. *Highways Act 1926*

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

15. *Housing Improvement Act 1940* (repealed)

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

16. *Housing Improvement Act 2016*

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

17. *Land Acquisition Act 1969*

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

18. *Landscape South Australia Act 2019*

18.1	section 72 - Notice to pay levy in respect of costs of regional landscape board	The regional landscape board has no record of any notice affecting this title
18.2	section 78 - Notice to pay levy in respect of right to take water or taking of water	DEW has no record of any notice affecting this title
18.3	section 99 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
18.4	section 107 - Notice to rectify effects of unauthorised activity	The regional landscape board has no record of any notice affecting this title
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
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 Act	The regional landscape board has no record of any notice affecting this title
18.18	section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any notice affecting this title

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

19. *Land Tax Act 1936*

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

20. *Local Government Act 1934* (repealed)

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

21. *Local Government Act 1999*

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

22. *Local Nuisance and Litter Control Act 2016*

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

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

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

24. *Mining Act 1971*

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

25. *Native Vegetation Act 1991*

25.1	Part 4 Division 1 - Heritage agreement	DEW Native Vegetation has no record of any agreement affecting this title

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

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

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

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

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

28. *Phylloxera and Grape Industry Act 1995*

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

29. *Planning, Development and Infrastructure Act 2016*

29.1	Part 5 - Planning and Design Code *[**Note** - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*	Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated. also Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title also For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority also Contact the Local Government Authority for other details that might apply to a place of local heritage value also For details of declared significant trees affecting this title, contact the Local Government Authority also 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	*South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply

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

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

34. *Water Industry Act 2012*

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

35. *Water Resources Act 1997* (repealed)

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

36. Other charges

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

Other Particulars

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

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

Additional Information

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

1.	Pipeline Authority of S.A. Easement	Epic Energy has no record of a Pipeline Authority Easement relating to this title
2.	State Planning Commission refusal	No recorded State Planning Commission refusal
3.	SA Power Networks	SA Power Networks has no interest other than that recorded on the attached notice or registered on the Certificate of Title
4.	South East Australia Gas Pty Ltd	SEA Gas has no current record of a high pressure gas transmission pipeline traversing this property
5.	Central Irrigation Trust	Central Irrigation Trust has no current records of any infrastructure or Water Delivery Rights associated to this title.
6.	ElectraNet Transmission Services	ElectraNet has no current record of a high voltage transmission line traversing this property
7.	Outback Communities Authority	Outback Communities Authority has no record affecting this title
8.	Dog Fence *(Dog Fence Act 1946)*	This title is not subject to Dog Fence rates or the Dog Fence outside levy. Accordingly, the Dog Fence Board holds no current rate or levy-related interest in the property.
9.	Pastoral Board *(Pastoral Land Management and Conservation Act 1989)*	The Pastoral Board has no current interest in this title
10.	Heritage Branch DEW *(Heritage Places Act 1993)*	Heritage Branch in DEW has no record of any World, Commonwealth or National Heritage interest affecting this title
11.	Health Protection Programs – Department for Health and Wellbeing	Health Protection Programs in the DHW has no record of a public health issue that currently applies to this title.

Notices

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

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

Building restrictions

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

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

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

Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

Certificate of Title

Title Reference: CT 5014/144

Status: CURRENT

Edition: 3

Dealings

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

Priority Notices

NIL

Registrar-General's Notes

No Registrar-General's Notes exist for this title

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Certificate of Title

Title Reference	CT 5014/144
Status	CURRENT
Easement	NO
Owner Number	70530306
Address for Notices	109 OSMOND TCE NORWOOD 5067
Area	NOT AVAILABLE

Estate Type

Fee Simple (Unit)

Registered Proprietor

R & R DETTMAN NOMINEES PTY. LTD. (ACN: 086 128 690)
OF 109 OSMOND TERRACE NORWOOD SA 5067

Description of Land

UNIT 4 STRATA PLAN 6641
IN THE AREA NAMED KURRALTA PARK
HUNDRED OF ADELAIDE

Last Sale Details

Dealing Reference	TRANSFER (T) 8657327
Dealing Date	19/03/1999
Sale Price	$0
Sale Type	CHANGE OF OWNERSHIP FOR NO MONETARY CONSIDERATION OR UNDISCLOSED CONSIDERATION

Constraints

Encumbrances

NIL

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
2127710201	CURRENT	Unit 4, 10 MORTIMER STREET, KURRALTA PARK, SA 5037

Notations

Dealings Affecting Title

NIL

Notations on Plan

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NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	2127710201
Type	Site & Capital Value
Date of Valuation	01/01/2026
Status	CURRENT
Operative From	01/07/1986
Property Location	Unit 4, 10 MORTIMER STREET, KURRALTA PARK, SA 5037
Local Government	WEST TORRENS
Owner Names	R & R DETTMAN NOMINEES PTY. LTD.
Owner Number	70530306
Address for Notices	109 OSMOND TCE NORWOOD 5067
Zone / Subzone	UC(Bo) - Urban Corridor (Boulevard)
Water Available	Yes
Sewer Available	Yes
Land Use	1320 - Ground Floor Home Unit In A Multi-Storey Block
Description	4H/UNIT CP
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
S6641 UNIT 4	CT 5014/144

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$150,000	$405,000			
Previous	$142,000	$360,000			

Building Details

Valuation Number	2127710201
Building Style	Conventional

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Year Built	1971
Building Condition	Basic
Wall Construction	Brick
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	65 sqm
Number of Main Rooms	4

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

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Civic Centre
165 Sir Donald Bradman Drive
Hilton, SA 5033
Tel: 08 8416 6333
Email: info@wtcc.sa.gov.au
SMS: 0429 205 943
Web: westtorrens.sa.gov.au

City of West Torrens
Between the City and the Sea

To: BERTRAM FORM 1 SHOP PTY LTD
GPO BOX 448
ADELAIDE SA 5001

Certificate Date: 30 September 2026

PROPERTY INFORMATION AND PARTICULARS

in response to an enquiry pursuant to Section 7 of the LAND AND BUSINESS (SALE & CONVEYANCING) ACT, 1994

DETAILS OF PROPERTY REFERRED TO:

Rates Assessment No	:	350710
Valuer General No	:	2127710201
Owner	:	R & R DETTMAN NOMINEES PTY LTD
Property Address	:	4/10 Mortimer Street KURRALTA PARK SA 5037
Volume / Folio	:	CT-5014/144
Lot / Plan Number	:	S6641 Unit 4
Ward	:	Keswick

Listed hereafter are the MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES, of SCHEDULE 1, Division 1 to which Council must respond according to TABLE 1, SCHEDULE 2, of the REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT 1994.

In addition, Building Indemnity Insurance and Particulars of Environment Protection details are given, if applicable, pursuant to SCHEDULE 1, Division 2 of the REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT, 1994.

The information provided indicates whether any prescribed encumbrances exist on the land, which has been placed / imposed by, or is for the benefit of Council.

All of the prescribed encumbrances listed herein are answered solely in respect to a statutory function or registered interest of the Council, and do not infer any response to an enquiry on behalf of other persons or authorities.

Development Act 1993 (Repealed)

Part 3—Development Plan
Title or other brief description of zone or policy area in which the land is situated (as shown in the Development Plan):

Is the land situated in a designated State Heritage Area?	**N/A**
Is the land designated as a place of local heritage value?	**N/A**
Is there a current Code Amendment released for public consultation by a private proponent on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	**NO**
Is there a current Development Plan Amendment released for public consultation by the Minister on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	**N/A**

Pursuant to the provisions of the REGULATIONS UNDER THE LAND AND BUSINESS (SALES AND CONVEYANCING) ACT, 1994, Council hereby provides the following information in response to your enquiries:

5.1	section 42 - Condition (that continues to apply) of a development authorisation:	**NO**

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)	**NO**
10.1	section 105F (or section 56 or 83 (repealed Fire Emergency Services Act 2005) - Notice to take action to prevent outbreak or spread of fire	**NO**
11.1	Food Act 2001 section 44 - Improvement notice	**NO**
11.2	Food Act 2001 section 46 – Prohibition order	**NO**
15.1	Housing Improvement Act 1940 (repealed) section 23 – Declaration that house is undesirable or unfit for human habitation	**NO**
15.2	Part 7 (rent control for substandard houses) – Notice of declaration	**NO**
20.1	Local Government Act 1934 (repealed) Notice, order, declaration, charge, claim or demand given or made under the Act	**NO**
21.1	Local Government Act 1999 Notice, order, declaration, charge, claim or demand given or made under the Act	**NO**
22.	Local Nuisance and Litter Control Act 2016	**NO**
22.1	section 30 – Nuisance or litter abatement notice	

29.	Planning, Development and Infrastructure Act 2016	
29.1	Part 5 - Planning and Design Code Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): Refer to attached Plan SA Section 7 Data Extract	
	Is there a State heritage place on the land or is the land situated in a State heritage area? *Refer to Plan SA Section 7 Report attached*	
	Is the land designed as a local heritage place? *Refer to Plan SA Section 7 Report attached*	
	Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?	**NO**
	Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	**YES**
	Accommodation Diversity Code Amendment **West Torrens Historic Area and Character Area** **State-wide Flood Hazard Code Amendment**	
	Note- For further information about the Planning and Design Code visit https://code.plan.sa.gov.au/	
29.2	section 127 - Condition (that continues to apply) of a development authorisation Refer to attached Plan SA Section 7 Data Extract	
29.3	section 139 - Notice of proposed work and notice may require access	
29.4	section 140 - Notice requesting access	
29.5	section 141 - Order to remove or perform work	**NO**
29.6	section 142 - Notice to complete development	**NO**
29.7	section 155 - Emergency order	**NO**
29.8	section 157 - Fire safety notice	**NO**
29.9	section 192 or 193 - Land management agreement	**NO**
29.10	section 198(1) - Requirement to vest land in a council or the Crown to be held as open space	**NO**

29.11	section 198(2) - Agreement to vest land in a council or the Crown to be held as open space	**NO**
29.12	Part 16 Division 1 - Proceedings	**NO**
29.13	section 213 - Enforcement notice	**NO**
29.14	section 214(6), 214(10) or 222 - Enforcement order	**NO**
31. 31.1	**Public and Environmental Health Act 1987 (repealed)** Part 3 - Notice	**NO**
31.2	Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2 - Condition (that continues to apply) of an approval	**NO**
31.3	Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19 - Maintenance order (that has not been complied with)	**NO**
32. 32.2	South Australian Public Health Act 2011 section 92 - Notice	**NO**
32.3	South Australian Public Health (Wastewater) Regulations 2013 Part 4 – Condition (that continues to apply) of an approval	**NO**

PLEASE NOTE:

Only that information that is required to be provided has been given and that information should not be taken as a representation as to whether or not any other charges or encumbrances affect the subject land.

This statement is made the 30 September 2026

Pat Mosca
Development Support Officer

FURTHER INFORMATION HELD BY COUNCILS

Does the council hold details of any development approvals relating to— **NO**
(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)?

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.

PARTICULARS OF BUILDING INDEMNITY INSURANCE

Note: Building Indemnity Insurance is not required for:

a) domestic building work for which approval under the Development Act 1993 or the repealed Building Act 1971 is or was not required for; or

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

c) domestic building work commenced before 1 May 1987.

d) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* applies under the *Building Work Contractors Regulations 1996*; or

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

NO

ADVISORY NOTES

Flood Prone Areas

There are a number of rivers and creeks in the City of West Torrens including the River Torrens and Brown Hill Keswick Creek. Some properties in the City of West Torrens are located in flood prone areas. The City of West Torrens publishes information on known flooding hazards on its website:

https://www.westtorrens.sa.gov.au/Building-and-Planning/Buying-a-property/Building-in-flood-prone-areas

Flood hazards are also mapped in the Planning and Design Code. The Code can be viewed on the Department of Planning, Transport and Infrastructure's website:

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

Further information is available from the City of West Torrens City Assets department on 8416 6333.

Heritage and Contributory items

Heritage and contributory items are mapped in the South Australian Planning and Property Atlas. The Development Plan can be viewed on the Department of Planning, Transport and Infrastructure's website:

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

Further information is available from the City of West Torrens City Development department on 8416 6333.

Areas Affected by Aircraft Noise

The Adelaide Airport is located within the City of West Torrens. Most operations at the Airport are international and domestic regular passenger services using medium to large aircraft.

Some properties within the City of West Torrens may be subject to overflight and aircraft noise from Adelaide Airport. Residents or business proprietors are advised that living or working in the vicinity of the Adelaide Airport may result in noise from the Airport operations and that individual sensitivity can vary from person to person.

Information about development and aircraft noise can be found on the City of West Torrens website:

https://www.westtorrens.sa.gov.au/Building-and-Planning/Buying-a-property/Aircraft-noise-considerations-for-building-or-developing

The Australian Noise Exposure Forecast (ANEF) can be viewed on the City of West Torrens online mapping tool called West Maps Public on its website:

https://maps.wtcc.sa.gov.au/mapviewer/

The following information from other organisations may be useful:

Internet link	Organisation
https://www.adelaideairport.com.au/corporate/community/adelaide-airport-master-plan/	Adelaide Airport Master Plan - Document identifying future anticipated operations which Includes maps of flight paths, noise metrics and explanation of the noise forecast system.
https://infrastructure.gov.au/aviation/environmental/aircraft-noise/index.aspx	Australian Government Federal Agency - Aircraft noise and complaints information
http://aircraftnoise.com.au/	Airservices Australia and Australian Airports Association initiative - information on aircraft noise, its management, and what you can do to reduce its impact.
http://www.airservicesaustralia.com/aircraftnoise/	Australian Government Airservices Australia Information on aircraft noise, its management, upcoming operations at different airports around Australia, links to things to consider on airplane noise when purchasing a house, and fact sheets
https://www.aviationcomplaints.gov.au/	Australian Government site for aviation complaints.
http://www.ano.gov.au/	Federal Aircraft Noise Ombudsman office - Investigates handling of Airservices Australia and Defence's complaints, community consultation processes and presentation of noise information.

Enquiries relating to this matter should be directed to City of West Torrens City Development department on 8416 6333.

Smoke Alarms in Dwellings

Regulation 95 of the *Planning, Development and Infrastructure (General) Regulations 2017* requires all dwellings to be fitted with a self-contained smoke alarm.

Should an existing building that is captured by regulation 95 be transferred, a smoke alarm(s) **shall be installed within six months from the day of transfer** and shall comply with AS3786. That is, the smoke alarms(s) **shall be hardwired through the electricity mains** or **powered by 10 year life non replaceable, non-removable permanently connected batteries.**

If a smoke alarm(s) is/are not installed, the owner of the dwelling is guilty of an offence which carries a maximum penalty of $750.00.

The following information from other organisations may be useful:

Internet link	Organisation
https://www.sa.gov.au/topics/planning-and-property/owning-a-property/smoke-alarms	Department of Planning, Transport and Infrastructure - Owning a property - Smoke alarms
https://www.mfs.sa.gov.au/community-safety/home-fire-and-life-safety-fact-sheets/smoke-alarms/	South Australian Metropolitan Fire Service - Smoke Alarms - What you Need to Know

Any enquiries relating to this matter should be directed to City of West Torrens City Development department on 8416 6333 or the South Australian Metropolitan Fire Service on 8204 3611.

Data Extract for Section 7 search purposes

Valuation ID 2127710201

Data Extract Date: 30/09/2026

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: S6641 UN4

Certificate Title: CT5014/144

Property Address: UNIT 4 10 MORTIMER ST KURRALTA PARK SA 5037

Zones
Urban Corridor (Boulevard) (UC(Bo))

Subzones
No

Zoning overlays

Overlays

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

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

Advertising Near Signalised Intersections

The Advertising Near Signalised Intersections Overlay seeks to ensure advertising near signalised intersections does not pose an unacceptable risk to pedestrian or road safety.

Affordable Housing

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

Building Near Airfields

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

Design

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

Hazards (Flooding)

The Hazards (Flooding) Overlay seeks to minimise flood hazard risk to people, property, infrastructure and the environment.

Hazards (Flooding - Evidence Required)

The Hazards (Flooding - Evidence Required) Overlay adopts a precautionary approach to mitigate potential impacts of potential flood risk through appropriate siting and design of development.

Noise and Air Emissions

The Noise and Air Emissions Overlay seeks to protect new noise and air quality sensitive development from adverse impacts of noise and air emissions.

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.

Traffic Generating Development

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

NO

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No

LOCAL GOVERNMENT RATES SEARCH

Civic Centre
165 Sir Donald Bradman Drive
Hilton, SA 5033
Tel: 08 8416 6333
Email: info@wtcc.sa.gov.au
SMS: 0429 205 943
Web: westtorrens.sa.gov.au

City of West Torrens
Between the City and the Sea

30 September 2026

TO: BERTRAM FORM 1 SHOP PTY LTD
GPO BOX 448
ADELAIDE SA 5001

DETAILS OF PROPERTY REFERRED TO:

RATES ASSESSMENT NO	:	35071 0
VALUER GENERAL NO	:	2127710201
OWNER	:	R & R DETTMAN NOMINEES PTY LTD
PROPERTY ADDRESS	:	4/10 Mortimer Street, KURRALTA PARK SA 5037
VOLUME/FOLIO	:	CT-5014/144
LOT/PLAN NUMBER	:	S6641 Unit 4
WARD	:	Keswick

Pursuant to Section 187 of the Local Government Act 1999, I certify that the following amounts are due and payable in respect of, and are a charge against the above property.

Rates and fines in arrears	.00
Interest on Arrears charged in current financial year	0.00
Rates for current 2026/2027 financial year	1,281.00

The rates are payable in four equal (or approximately equal) instalments payable in the months of September, December, March and June of the financial year that the rates are declared. The current year's rates fall due on **September 1, 2026**; **December 1, 2026**; **March 1, 2027** and **June 1, 2027**.
Fines and interest will be added as provided by the Local Government Act 1999, as amended.

Less rebates	0.00
Fines (current)	0.00
Legal fees (current)	0.00
Less current year's payments	-320.25
Overpayment	0.00
Refunds	0.00
Balance - Rates Due and payable	960.75
Sundry Property Debts	0.00
TOTAL BALANCE	**960.75**

AUTHORISED OFFICER
This statement is made on the 30 September, 2026

Payment Methods

BPAY

Biller Code: 88567
Reference: 350710

Credit Card

Payments can be made online at **westtorrens.sa.gov.au/onlineservices** or phone 08 84166333 (during business hours).

LOCAL GOVERNMENT RATES SEARCH

Civic Centre
165 Sir Donald Bradman Drive
Hilton, SA 5033
Tel: 08 8416 6333
Email: info@wtcc.sa.gov.au
SMS: 0429 205 943
Web: westtorrens.sa.gov.au

City of West Torrens
Between the City and the Sea

NOTIFICATION OF CHANGE OF OWNERSHIP

30 September 2026

Vendor/Purchaser or representative of same to complete and return to:

CITY OF WEST TORRENS
165 SIR DONALD BRADMAN DRIVE
HILTON SA 5033

Telephone (08) 8416 6333
Email info@wtcc.sa.gov.au

Notification of change of owner in respect of:
R & R DETTMAN NOMINEES PTY LTD

for the property at:
4/10 Mortimer Street, KURRALTA PARK SA 5037
title reference;
CT-5014/144

Please remove the aforementioned names from the Assessment Book referenced to:
Rates Assessment No : 35071 0
Valuer General No : 2127710201

and replace with the following new ownership details:
(please list all names IN FULL)

SURNAME or **COMPANY NAME**	**GIVEN NAMES**	**TITLE** (Mr, Mrs, Ms, Dr etc.)	**SIGNATURE**

The new owner/s address for issue of rate notices is:

New details provided by (strike out if not applicable):
BERTRAM FORM 1 SHOP PTY LTD
GPO BOX 448
ADELAIDE SA 5001

Signed _____ **Date**_____

Please refer attachment for changes of ownership form. **This certificate is only valid as at the date of printing (30/09/2026)**

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
21 27710 20 1	CT5014144	30/9/2026	7836	2822614

BERTRAM FORM 1 SHOP PTY LTD
GPO BOX 448
ADELAIDE SA 5001
form1@bertramform1shop.com

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: RJ & RL DETTMAN
Location: U4 10 MORTIMER ST KURRALTA PARK UNIT 4
Description: 4H/UNIT CP
Capital Value: $ 405 000
Rating: Residential

Periodic charges

Raised in current years to 30/9/2026

				$
		Arrears as at: 30/6/2026	:	0.00
Water main available:	1/7/1986	Water rates	:	88.00
Sewer main available:	1/7/1986	Sewer rates	:	103.85
		Water use	:	0.00
		SA Govt concession	:	0.00
		Recycled Water Use	:	0.00
		Service Rent	:	0.00
		Recycled Service Rent	:	0.00
		Other charges	:	0.00
		Goods and Services Tax	:	0.00
		Amount paid	:	191.85CR
		Balance outstanding	:	0.00

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

Next quarterly charges: Water supply: 88.00 Sewer: 103.85 Bill: 14/10/2026

This account has no meter of its own but is supplied from account no 21 27710 04 1.

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:
RJ & RL DETTMAN

Address:
U4 10 MORTIMER ST KURRALTA PARK
UNIT 4

Water & Sewer Account
Acct. No.: 21 27710 20 1

Amount: _____

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	2127710201

Biller code: 8888
Ref: 2127710201

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: 2127710201

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

The details shown are current as at the date of issue.

PIR Reference No: 2822614

DATE OF ISSUE
30/09/2026

BERTRAM FORM 1 SHOP PTY LTD
GPO BOX 448
ADELAIDE SA 5001

ENQUIRIES:
Tel: (08) 8372 7534
Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NUMBER
70530306

OWNERSHIP NAME
R & R DETTMAN NOMINEES PTY LTD

PROPERTY DESCRIPTION
4 / 10 MORTIMER ST / KURRALTA PARK SA 5037 / UNIT 4

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
2127710201	CT 5014/144	$405,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2026-2027

FIXED CHARGE	$	50.00
+ VARIABLE CHARGE	$	128.30
- REMISSION	$	75.85
- CONCESSION	$	0.00
+ ARREARS / - PAYMENTS	$	0.00
= AMOUNT PAYABLE	$	102.45

Please Note: If a concession amount is shown, the validity of the concession should be checked prior to payment of any outstanding levy amount. The expiry date displayed on this Certificate is the last day an update of this Certficate will be issued free of charge. **It is not the due date for payment.**

EXPIRY DATE **29/12/2026**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER
70530306

OWNERSHIP NAME
R & R DETTMAN NOMINEES PTY LTD

ASSESSMENT NUMBER
2127710201

AMOUNT PAYABLE
$102.45

AGENT NUMBER
100019503

AGENT NAME
BERTRAM FORM 1 SHOP PTY LTD

EXPIRY DATE
29/12/2026

+70248778180022> +001571+ <0550634060> <0000010245> +444+

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:	contactus@revenuesa.sa.gov.au
Phone:	(08) 8372 7534

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

Biller Code: 456285 **Ref: 7024877818** 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 ® Registered to BPAY Pty Ltd ABN 69 079 137 518	**To pay via the internet go to:** www.revenuesaonline.sa.gov.au	Send your cheque or money order, made payable to the **Community Emergency Services Fund**, along with this **Payment Remittance Advice** to: **Please refer below.** **Revenue SA** **Locked Bag 555** **ADELAIDE SA 5001**

ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

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

CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2822614

DATE OF ISSUE
30/09/2026

BERTRAM FORM 1 SHOP PTY LTD
GPO BOX 448
ADELAIDE SA 5001

ENQUIRIES:
Tel: (08) 8372 7534
Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NAME
R & R DETTMAN NOMINEES P/L & ANR

FINANCIAL YEAR
2026-2027

PROPERTY DESCRIPTION
4 / 10 MORTIMER ST / KURRALTA PARK SA 5037 / UNIT 4

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
2127710201	CT 5014/144	$150,000.00	0.0000 HA

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

CURRENT TAX	**$**	859.64	**SINGLE HOLDING**	**$**	0.00
- DEDUCTIONS	**$**	429.82			
+ ARREARS	**$**	327.91			
- PAYMENTS	**$**	0.00			
= AMOUNT PAYABLE	**$**	**757.73**			

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 **29/12/2026**

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER
T0804486

OWNERSHIP NAME
R & R DETTMAN NOMINEES P/L & ANR

ASSESSMENT NUMBER
2127710201

AMOUNT PAYABLE
$757.73

AGENT NUMBER
100019503

AGENT NAME
BERTRAM FORM 1 SHOP PTY LTD

PAYABLE ON OR BEFORE
29/12/2026

+70248777270012> +000927+ <0550986868> <0000075773> +444+

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

Visit:	www.revenuesa.sa.gov.au
Email:	contactus@revenuesa.sa.gov.au
Phone:	(08) 8372 7534

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

Biller Code: 456293 **Ref: 7024877727** 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 ® Registered to BPAY Pty Ltd ABN 69 079 137 518	**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: **Please refer below.** **Revenue SA** **Locked Bag 555** **ADELAIDE SA 5001**

ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

IMPORTANT NOTICE

SMOKE ALARM LEGISLATION

Legislation relating to smoke alarms came into force on the 1st day of February 1998.

- If the home you are purchasing was built on or after the 1st January 1995, then it should already have an operational mains powered smoke alarm installed. If not, it is the responsibility of the vendor to install it prior to settlement at the vendor's cost.

- If the home was built prior to 1st January 1995, but purchased by the vendor on or after 1st February 1998, then it should already have either an operational mains powered smoke alarm installed, or one powered by 10 year life, non-replaceable, non-removable permanently connected batteries. Again, it is the responsibility of the vendor to install such an alarm prior to settlement, and at the vendor's cost.

- In all other cases, the home you are buying must have at least, a battery operated smoke alarm which you are required to upgrade to mains power (or an alarm fitted with 10 year life, non-replaceable, non-removable permanently connected batteries) within six months of the date of purchase. It is recommended that at least one smoke alarm be installed on each floor of a multi storey dwelling.

The smoke alarms must be installed by a licensed electrician and must comply with the Australian Standard. A maximum penalty of $750.00 for a breach of the legislation applies.

Besides this penalty, there is also a risk that damage caused by fire to a dwelling, which does not have a smoke alarm installed as required under the legislation, may not be covered by insurance.

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