

Form 1 - Vendor's statement

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

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Preliminary

To the purchaser:

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

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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

Part A - Parties and land

1 Purchaser:

Address:

2 ~~Purchaser's registered agent:~~

Address:

3 Vendor:

Sarah Alicia Espley

Address:

38 Gerardis Avenue Virginia SA 5120

4 Vendor's registered agent:

First National Real Estate Burton Groves

Address:

1332 North East Road TEA TREE GULLY SA 5091

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]*

CT 5014/82

7/37 Crissoula Avenue Hope Valley SA 5090

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

(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:

(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~~ Sarah Alicia Espley

of 38 Gerardis Avenue Virginia SA 5120

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: 18/04/2024
Signed: Sarah Alicia Espley

Date:
Signed:

Date:
Signed:

Date:
Signed:

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



(section 9)

To the purchaser:

I, Rebecca Dartnall

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: 19/04/2024
Signed: Rebecca Dartnall

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

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

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

Note -

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

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

- (a) there is an attachment to this statement and -
 - (i) all the required particulars are contained in that attachment; and
 - (ii) the attachment is identified in column 2; and
 - (iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or
- (b) the mortgage, charge or prescribed encumbrance -
 - (i) is 1 of the following items in the table:
 - (A) under the heading 1. General -
 - 1.1 Mortgage of land
 - 1.4 Lease, agreement for lease, tenancy agreement or licence
 - 1.5 Caveat
 - 1.6 Lien or notice of a lien
 - (B) under the heading 36. Other charges -
 - 36.1 Charge of any kind affecting the land (not included in another item); and
 - (ii) is registered on the certificate of title to the land; and
 - (iii) is to be discharged or satisfied prior to or at settlement.

Table of particulars

Column 1

Column 2

Column 3

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

[If an item is not applicable, ensure that the box for the item is empty or else strike out the item or write "NOT APPLICABLE" or "N/A" in column 1.

Alternatively, the item and any inapplicable heading may be omitted, but not in the case of-

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

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

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

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

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

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

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

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

1. General

1.1 Mortgage of land

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

Is this item applicable?

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

Are there attachments?

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

Number of mortgage (if registered):

13839573

Name of mortgagee:

Westpac Banking Corporation



YES

NO

12 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?

Are there attachments?

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

Description of land subject to easement:

Nature of easement:

Are you aware of any encroachment on the easement?

If YES, give details:

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

If YES, give details:

13 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?

14 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):

Notice of Tenant Lease Extension

Name of parties:

Robert Polis-Politis
Marta Polis-Politis

Period of lease, agreement for lease etc:

From 24/6/2023

to 24/6/2024

Amount of rent or licence fee:

\$ 730.00 per Fortnight (period)

Is the lease, agreement for lease etc in writing?

YES

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

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

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

5. Development Act 1993 (repealed)

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

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

Is this item applicable?

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

NO

Are there attachments?

YES

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

Local Government Inquiry Certificate

Condition(s) of authorisation:

See copy of Local Government Inquiry Certificate attached

6. Repealed Act conditions

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

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Nature of condition(s):~~

7. Emergency Services Funding Act 1998

7.1 section 16 - Notice to pay levy

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~Date of notice:~~

~~Amount of levy payable:~~

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?

Are there attachments?

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

Local Government Inquiry Certificate - PlanSA extract

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

Zones: GN General Neighbourhood
Overlays and Variations on Local Government Inquiry Certificate - PlanSA extract

Is there a State heritage place on the land or is the land situated in a State heritage area?

Is the land designated as a local heritage place?

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?

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?

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

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

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

~~[Empty text box]~~

~~Date of authorisation:~~

~~[Empty text box]~~

~~Name of relevant authority that granted authorisation:~~

~~[Empty text box]~~

~~Condition(s) of authorisation:~~

~~[Empty text box]~~

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):~~

~~[Empty text box]~~

~~Date of notice:~~

~~[Empty text box]~~

~~Name of person giving notice of proposed work:~~

~~[Empty text box]~~

~~Building work proposed (as stated in the notice):~~

~~[Empty text box]~~

~~Other building work as required pursuant to the Act:~~

~~[Empty text box]~~

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:
Address of strata corporation:

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):

Administrative Fund; \$481.25 per quarter
Sinking Fund; \$55.00 per quarter

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

Administration Fund; \$5,828.93 CR
Sinking Fund; \$6,265.39 CR
Net Assets; \$12,094.32

(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

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

7 of 11

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

4 Documents supplied by the strata corporation that are enclosed:

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

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

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

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

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

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

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

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

| | |
|----------|------------------------------------|
| Name: | Stratarama |
| Address: | 74 Brighton Road Glenelg East 5054 |

Note-

- 1 A strata corporation must (on application by or on behalf of a current owner, prospective purchaser or other relevant person) provide the particulars and documents referred to in 3(a)-(c), 4 and 6 and must also make available for inspection its accountancy records and minute books, any contract with a body corporate manager, the register of unit holders and unit holder entitlements that it maintains and any documents in its possession relating to the design and construction of the buildings or improvements on the site or relating to the strata scheme.
- 2 Copies of the articles of the strata corporation may also be obtained from the Lands Titles Registration Office.
- 3 All owners of a strata unit are bound by the articles of the strata corporation. The articles regulate the rights and liabilities of owners of units in relation to their units and the common property and matters of common concern.
- 4 For a brief description of some of the matters that need to be considered before purchasing a strata unit, see Division 3 of this Schedule.

Schedule-Division 3-Community lots and strata units



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

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

Governance

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

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

Use of your property

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

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

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

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments—voting rights

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

Further information

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

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

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

You can also seek advice from a legal practitioner.

ANNEXURES

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

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

- Property Interest Report
- Local Government Inquiry Certificate - including PlanSA Extract
- SA Water
- Land Tax
- Emergency Services Levy Certificate
- Check Search
- Historical Search
- Title and Valuation Package
- Statement Pursuant to Section 41 of the Strata Titles Act 1988
- Lease renewal
- Original Tenancy Agreement
- Strata Plan

(*Strike out whichever is not applicable)

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1 – VENDOR’S STATEMENT

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

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

Dated this Day of 20

Signed: _____

Purchaser(s)

Form R3

Buyers information notice

Land and Business (Sale and Conveyancing) Act 1994 section 13A

Land and Business (Sale and Conveyancing) Regulations 2010 regulation 17

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

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

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

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

Safety

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

Enjoyment

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

Value

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

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

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



Product Register Search (CT 5014/82)
Date/Time 03/04/2024 11:34AM
Customer Reference 7-37 Crissoula
Order ID 20240403004056

REAL PROPERTY ACT, 1886



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



Certificate of Title - Volume 5014 Folio 82

Parent Title(s) CT 4250/492
Creating Dealing(s) CONVERTED TITLE
Title Issued 11/03/1991 Edition 7 Edition Issued 27/07/2022

Estate Type

FEE SIMPLE (UNIT)

Registered Proprietor

SARAH ALICIA ESPLEY
OF UNIT 7 37 CRISSOULA AVENUE HOPE VALLEY SA 5090

Description of Land

UNIT 7 STRATA PLAN 6541
IN THE AREA NAMED HOPE VALLEY
HUNDRED OF YATALA

Easements

NIL

Schedule of Dealings

| Dealing Number | Description |
|----------------|--|
| 13839573 | MORTGAGE TO WESTPAC BANKING CORPORATION (ACN: 007 457 141) |

Notations

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

Property Interest Report

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

| | | |
|------------------------|---|---------------------------|
| Title Reference | CT 5014/82 | Reference No. 2556514 |
| Registered Proprietors | S A*ESPLEY | Prepared 03/04/2024 11:34 |
| Address of Property | Unit 7, 35 CRISSOULA AVENUE, HOPE VALLEY, SA 5090 | |
| Local Govt. Authority | CITY OF TEA TREE GULLY | |
| Local Govt. Address | PO BOX 571 MODBURY SA 5092 | |

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

Table of Particulars

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

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

Prescribed encumbrance Particulars (Particulars in bold indicates further information will be provided)

1. General

- | | | |
|-----|--|--|
| 1.1 | Mortgage of land <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title |
| 1.2 | Easement (whether over the land or annexed to the land) Note--"Easement" includes rights of way and party wall rights <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title |
| 1.3 | Restrictive covenant <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance |
| 1.4 | Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.) <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title also Contact the vendor for these details |
| 1.5 | Caveat | Refer to the Certificate of Title |
| 1.6 | Lien or notice of a lien | Refer to the Certificate of Title |

2. Aboriginal Heritage Act 1988

- | | | |
|-----|---|---|
| 2.1 | section 9 - Registration in central archives of an Aboriginal site or object | Aboriginal Affairs and Reconciliation in AGD has no registered entries for Aboriginal sites or objects affecting this title |
| 2.2 | section 24 - Directions prohibiting or restricting access to, or activities on, a site or | Aboriginal Affairs and Reconciliation in AGD has no record of any direction affecting this title |

an area surrounding a site

2.3 Part 3 Division 6 - Aboriginal heritage agreement

Aboriginal Affairs and Reconciliation in AGD has no record of any agreement affecting this title

also

Refer to the Certificate of Title

3. **Burial and Cremation Act 2013**

3.1 section 8 - Human remains interred on land

Births, Deaths and Marriages in AGD has no record of any gravesites relating to this title

also

contact the vendor for these details

4. **Crown Rates and Taxes Recovery Act 1945**

4.1 section 5 - Notice requiring payment

Crown Lands Program in DEW has no record of any notice affecting this title

5. **Development Act 1993 (repealed)**

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

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

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

also

Contact the Local Government Authority for other details that might apply

5.2 section 50(1) - Requirement to vest land in a council or the Crown to be held as open space

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

also

Contact the Local Government Authority for other details that might apply

5.3 section 50(2) - Agreement to vest land in a council or the Crown to be held as open space

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

also

Contact the Local Government Authority for other details that might apply

5.4 section 55 - Order to remove or perform work

State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

5.5 section 56 - Notice to complete development

State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

5.6 section 57 - Land management agreement

Refer to the Certificate of Title

5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

5.8 section 69 - Emergency order

State Planning Commission in the Department for Trade and Investment has no record of any order affecting this title

also

Contact the Local Government Authority for other details that might apply

5.9 section 71 - Fire safety notice

Building Fire Safety Committee in the Department for Trade and Investment has no record of any notice affecting this title

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

6. Repealed Act conditions

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

7. Emergency Services Funding Act 1998

- 7.1 section 16 - Notice to pay levy
**An Emergency Services Levy Certificate will be forwarded.
If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.**

**Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates
www.revenuesaonline.sa.gov.au**

8. Environment Protection Act 1993

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

- 8.9 section 103P - Notation of site contamination audit report in relation to the land EPA (SA) does not have any current Orders registered on this title
- 8.10 section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land EPA (SA) does not have any current Orders registered on this title
- 9. *Fences Act 1975***
- 9.1 section 5 - Notice of intention to perform fencing work Contact the vendor for these details
- 10. *Fire and Emergency Services Act 2005***
- 10.1 section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire Contact the Local Government Authority for other details that might apply
Where the land is outside a council area, contact the vendor
- 11. *Food Act 2001***
- 11.1 section 44 - Improvement notice Public Health in DHW has no record of any notice or direction affecting this title
also
Contact the Local Government Authority for other details that might apply
- 11.2 section 46 - Prohibition order Public Health in DHW has no record of any notice or direction affecting this title
also
Contact the Local Government Authority for other details that might apply
- 12. *Ground Water (Qualco-Sunlands) Control Act 2000***
- 12.1 Part 6 - risk management allocation Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
- 12.2 section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property DEW Water Licensing has no record of any notice affecting this title
- 13. *Heritage Places Act 1993***
- 13.1 section 14(2)(b) - Registration of an object of heritage significance Heritage Branch in DEW has no record of any registration affecting this title
- 13.2 section 17 or 18 - Provisional registration or registration Heritage Branch in DEW has no record of any registration affecting this title
- 13.3 section 30 - Stop order Heritage Branch in DEW has no record of any stop order affecting this title
- 13.4 Part 6 - Heritage agreement Heritage Branch in DEW has no record of any agreement affecting this title
also
Refer to the Certificate of Title
- 13.5 section 38 - "No development" order Heritage Branch in DEW has no record of any "No development" order affecting this title
- 14. *Highways Act 1926***
- 14.1 Part 2A - Establishment of control of access from any road abutting the land Transport Assessment Section within DIT has no record of any registration affecting this title
- 15. *Housing Improvement Act 1940 (repealed)***
- 15.1 section 23 - Declaration that house is undesirable or unfit for human habitation Contact the Local Government Authority for other details that might apply
- 15.2 Part 7 (rent control for substandard houses) - notice or declaration Housing Safety Authority has no record of any notice or declaration affecting this title
- 16. *Housing Improvement Act 2016***

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

17. *Land Acquisition Act 1969*

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

18. *Landscape South Australia Act 2019*

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

Act

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

19. Land Tax Act 1936

- | | | |
|------|---|---|
| 19.1 | Notice, order or demand for payment of land tax | A Land Tax Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750. |
|------|---|---|

**Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates
www.revenuesaonline.sa.gov.au**

20. Local Government Act 1934 (repealed)

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

21. Local Government Act 1999

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

22. Local Nuisance and Litter Control Act 2016

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

23. Metropolitan Adelaide Road Widening Plan Act 1972

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

24. Mining Act 1971

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

24.9 Proclamation with respect to a private mine

Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title

25. *Native Vegetation Act 1991*

25.1 Part 4 Division 1 - Heritage agreement

DEW Native Vegetation has no record of any agreement affecting this title
also

Refer to the Certificate of Title

25.2 section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider

DEW Native Vegetation has no record of any agreement affecting this title
also

Refer to the Certificate of Title

25.3 section 25D - Management agreement

DEW Native Vegetation has no record of any agreement affecting this title
also

Refer to the Certificate of Title

25.4 Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation

DEW Native Vegetation has no record of any refusal or condition affecting this title

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

26.1 section 97 - Notice to pay levy in respect of costs of regional NRM board

The regional landscape board has no record of any notice affecting this title

26.2 section 123 - Notice to prepare an action plan for compliance with general statutory duty

The regional landscape board has no record of any notice affecting this title

26.3 section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object

The regional landscape board has no record of any notice affecting this title

26.4 section 135 - Condition (that remains in force) of a permit

The regional landscape board has no record of any notice affecting this title

26.5 section 181 - Notice of instruction as to keeping or management of animal or plant

The regional landscape board has no record of any notice affecting this title

26.6 section 183 - Notice to prepare an action plan for the destruction or control of animals or plants

The regional landscape board has no record of any notice affecting this title

26.7 section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve

The regional landscape board has no record of any notice affecting this title

26.8 section 187 - Notice requiring control or quarantine of animal or plant

The regional landscape board has no record of any notice affecting this title

26.9 section 193 - Protection order to secure compliance with specified provisions of the Act

The regional landscape board has no record of any order affecting this title

26.10 section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act

The regional landscape board has no record of any order affecting this title

26.11 section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act

The regional landscape board has no record of any authorisation affecting this title

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

27.1 section 21 - Notice of levy or contribution payable

Outback Communities Authority has no record affecting this title

28. *Phylloxera and Grape Industry Act 1995*

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

29. *Planning, Development and Infrastructure Act 2016*

- 29.1 Part 5 - Planning and Design Code
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also
- Code Amendment**
- Golden Grove Neighbourhood - The Proponent (YAS Property & Development and Falkenburg Road Pty Ltd) is proposing to rezone land at Golden Grove to support a premium quality master-planned development with open space and new cycling and pedestrian connections. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.
- Code Amendment**
- Residential Driveway Crossovers –draft design standard aiming to improve public safety and enhance streetscapes across SA. Minor changes to the Planning and Design Code have also been drafted to complement the design standard and support its delivery and are open for consultation as part of this process. For more information, refer to the 'Code Amendments' page on the PlanSA portal: https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.
- Code Amendment**
- Statewide Bushfire Hazards Overlay - aims to review the current policy framework (spatial layers and policy content) of the six Hazard (Bushfire Risk) Overlays as well as explore other planning instruments and mechanisms to assist in mitigating bushfire hazard impacts. Please note that this Code Amendment only applies to a portion of some council areas. To understand if your property is affected, please check the bushfire hazard map at <https://plus.geodata.sa.gov.au/bushfire/index.html>. For more information, please visit https://plan.sa.gov.au/have_your_say/ or contact PlanSA via email (PlanSA@sa.gov.au) or telephone (1800 752 664).
- Code Amendment**
- Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment - The Chief Executive of the Department for Trade and Investment has initiated the Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment to review the definitions for 'ancillary accommodation' and 'student accommodation'. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800752664.

| | | |
|-------|--|--|
| 29.2 | section 127 - Condition (that continues to apply) of a development authorisation <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply |
| 29.3 | section 139 - Notice of proposed work and 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 Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply |
| 29.6 | section 142 - Notice to complete development | State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply |
| 29.7 | section 155 - Emergency order | State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply |
| 29.8 | section 157 - Fire safety notice | Building Fire Safety Committee in the Department for Trade and Investment has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply |
| 29.9 | section 192 or 193 - Land management agreement | Refer to the Certificate of Title |
| 29.10 | section 198(1) - Requirement to vest land in a council or the Crown to be held as open space | State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply |
| 29.11 | section 198(2) - Agreement to vest land in a council or the Crown to be held as open space | State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply |
| 29.12 | Part 16 Division 1 - Proceedings | Contact the Local Government Authority for details relevant to this item also Contact the vendor for other details that might apply |
| 29.13 | section 213 - Enforcement notice | State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply |
| 29.14 | section 214(6), 214(10) or 222 - Enforcement order | Contact the Local Government Authority for details relevant to this item also |

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

30. *Plant Health Act 2009*

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

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

31.1 Part 3 - Notice Public Health in DHW has no record of any notice or direction affecting this title
also

Contact the Local Government Authority for other details that might apply

31.2 *Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)* (revoked) Part 2 - Condition (that continues to apply) of an approval Public Health in DHW has no record of any condition affecting this title
also

Contact the Local Government Authority for other details that might apply

31.3 *Public and Environmental Health (Waste Control) Regulations 2010* (revoked) regulation 19 - Maintenance order (that has not been complied with) Public Health in DHW has no record of any order affecting this title
also

Contact the Local Government Authority for other details that might apply

32. *South Australian Public Health Act 2011*

32.1 section 66 - Direction or requirement to avert spread of disease Public Health in DHW has no record of any direction or requirement affecting this title

32.2 section 92 - Notice Public Health in DHW has no record of any notice affecting this title
also

Contact the Local Government Authority for other details that might apply

32.3 *South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval Public Health in DHW has no record of any condition affecting this title
also

Contact the Local Government Authority for other details that might apply

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

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

34. *Water Industry Act 2012*

34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement **An SA Water Certificate will be forwarded. If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950**

also

The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title

also

Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title.

also

Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title.

also

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

35. *Water Resources Act 1997 (repealed)*

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

36. Other charges

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

Other Particulars

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

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

Additional Information

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

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

Notices

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

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

Building restrictions

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

In addition, if a building or structure is erected in proximity to a powerline of an electricity entity in contravention of the *Electricity Act*, the entity may seek a court order:

- a) requiring the person to take specified action to remove or modify the building or structure within a specified period;
- b) for compensation from the person for loss or damage suffered in consequence of the contravention; and/or
- c) for costs reasonably incurred by the entity in relocating the powerline or carrying out other work.

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

Statutory easements

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

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

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

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

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

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

Land Tax Act 1936 and Regulations thereunder

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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



CITY OF
TEA TREE GULLY
Naturally Better

Certificate No: **86434**
Receipt No: **817210**

Date: **04/04/2024**
Application No: **83169**

First National Real Estate Burton Groves
PO Box 200
ST AGNES SA 5097

571 Montague Road
Modbury SA 5092
Tel (08) 8397 7444
Fax (08) 8397 7400
TTY (08) 8397 7340

www.teatreegully.sa.gov.au

Email: searches@cttg.sa.gov.au

CERTIFICATE

Section 187 (1) of the Local Government Act

Assessment No: **415532**
Valuer General No: **2803799353**
Property Description: **ALP: G SEC: 823 SP: 6541 CT: 5014/082**
Property Address: **7/35 Crissoula Avenue HOPE VALLEY 5090**
Owner: **Ms S A Espley**

| | | |
|-------------------------------------|---------------------------------|-----------------|
| Residential Land Use 2024 | | \$1,372.00 |
| Regional Landscape Levy 2024 | | \$26.50 |
| Overdue/Arrears | | \$0.00 |
| Interest/Rounding | | \$0.00 |
| Legal Costs | | \$0.00 |
| Less Rebate | | \$0.00 |
| Less Payments Received | | -\$1,049.50 |
| General Debtors | | |
| Total Amount Due | 3rd June 2024 | \$349.00 |

Please Note:

Further fines & interest may be applied to overdue accounts.

NOTE: Verbal updates will be available for 3 months on current year's rates from the date of issue of this certificate

Charges may be pending for the removal of flammable undergrowth or other flammable or combustible materials or substances under the Fire and Emergency Services Act 2005. The charges that apply will be those that are incurred by the Council.

I certify in terms of Section 187(1) of the Local Government Act the following rates and charges are outstanding as at the date of this certificate:

Delegated Officer:



We accept settlement payment of council rates
BPay Biller Code: 787911 / Reference # 415532

Account balance and payment available online: Go to www.teatreegully.sa.gov.au/Payments

LOCAL GOVERNMENT INQUIRY CERTIFICATE

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



CITY OF
TEA TREE GULLY
Naturally Better

Date of Issue: 4 April 2024

Certificate Number 86434

Receipt Number 817210

Assessment Number 415532

571 Montague Road

Modbury SA 5092

Tel (08) 8397 7444

Fax (08) 8397 7400

TTY (08) 8397 7340

www.teatreegully.sa.gov.au

Email: searches@cttg.sa.gov.au

First National Real Estate Burton Groves
PO Box 200
ST AGNES SA 5097

Valuer General No: 2803799353

Property Description: ALP: G SEC: 823 SP: 6541 CT: 5014/082

Property Address: 7/35 Crissoula Avenue HOPE VALLEY 5090

Owner: Ms S A Espley

Provision of Prescribed Information

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

The information herein is provided pursuant to Council's Obligations under Section 12 of the Land and Business (Sales and Conveyancing) Act 1994.

Development Section

| Prescribed Encumbrance | Particulars Required |
|---|--|
| Part 1 – Items that must be included in statement | |
| Development Act 1993 (Repealed) | |
| Section 42 – Condition (that continues to apply) of a development authorisation) | 28/11/2019 - Development Application APPROVAL 2019/118139 Verandah |
| Repealed Act Conditions | |
| <i>Disclaimer: The nature of the City of Tea Tree Gully records are such that it cannot provide details of conditions (that continue to apply) of provisional building rules consent (or its equivalent) granted under the following repealed Acts.</i> | |
| Condition (that continues to apply) of an approval or authorisation granted under any of the following Acts: Building Act 1971 (repealed) | Nil |

LOCAL GOVERNMENT INQUIRY CERTIFICATE

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

| | |
|---|---|
| City of Adelaide Development Control Act 1976 (repealed) Planning and Development Act 1966 (repealed) Planning Act 1982 (repealed) | |
| Planning, Development and Infrastructure Act 2016 | |
| Part 5 – Planning and Design Code Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code) | Refer PlanSA Extract |
| Is the land situated in a designated State Heritage place? | Refer PlanSA Extract |
| Is the land designated as a place of local heritage value? | Refer PlanSA Extract |
| Is there a tree declared to be a significant tree or a stand of trees declared to be significant trees on the land? | Refer PlanSA Extract |
| Is there a current amendment to the Planning and Design Code released for public consultation by the State Planning Commission on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? | Refer to Property Interest Report Land Services SA |
| Section 127 – Condition (that continues to apply) of a development authorisation | Refer PlanSA Extract |
| Part 2 – Items to be included if land affected | |
| Development Act 1993 (repealed) | |
| Section 50(1) – Requirement to vest land in a council or the Crown to be held as open space | N/A |
| Section 50(2) – Agreement to vest land in a council or the Crown to be held as open space | N/A |
| Section 55 – Order to remove or perform work | Nil |
| Section 56 – Notice to complete development | Nil |
| Section 57 – Land Management Agreement | See Title for Details |

LOCAL GOVERNMENT INQUIRY CERTIFICATE

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

| | |
|---|-----|
| | |
| Section 69 – Emergency Order | Nil |
| Section 71 – Fire Safety Notice | Nil |
| Section 84 – Enforcement Notice | Nil |
| Section 85(6), 85(10) or 106 – Enforcement Order | NIL |
| Part 11 Division 2 – Proceedings | Nil |
| Fire and Emergency Services Act 2005 | |
| Section 105f - Notice of action required concerning flammable materials on land / Notice of action required to protect against outbreak or spread of fire | Nil |
| Food Act 2001 | |
| Section 44 – Improvement Notice | NIL |
| Section 46 – Prohibition Order | Nil |
| Housing Improvement Act 1940 (repealed) | |
| Section 23 – declaration that house is undesirable or unfit for human habitation | Nil |
| Local Government Act 1934 (repealed) | |
| Notice, order, declaration, charge, claim or demand given or made under the Act | Nil |
| Local Government Act 1999 | |

LOCAL GOVERNMENT INQUIRY CERTIFICATE

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

| | |
|---|----------------------|
| Notice, order, declaration, charge, claim or demand given or made under the Act | Nil |
| Planning, Development and Infrastructure Act 2016 | |
| Section 141 – Order to remove or perform work | NIL |
| Section 142 – Notice to complete development | NIL |
| Section 155 – Emergency order | NIL |
| Section 157 – Fire safety notice | NIL |
| Section 192 or 193 – Land Management Agreement | Refer PlanSA Extract |
| Section 198(1) – Requirement to vest land in a council or the Crown to be held as open space | NIL |
| Section 198(2) – Agreement to vest land in a council or the Crown to be held as open space | NIL |
| Part 16 Division 1 – Proceedings | NIL |
| Section 213 – Enforcement notice | NIL |
| Section 214(6), 214(10) or 2222 – Enforcement Order | NIL |
| Public and Environmental Health Act 1987 (repealed) | |
| <i>Disclaimer: The wastewater from the septic tank must be disposed of in accordance with all relevant Standards & Codes. The nature of the City of Tea Tree Gully records are such that it cannot provide details of conditions (that continue to apply) under the above repealed Act.</i> | |
| South Australian Public Health Act 2011 | |

LOCAL GOVERNMENT INQUIRY CERTIFICATE

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

| | |
|--|-----|
| Notice, order, declaration, charge, claim or demand given or made under the Act | Nil |
| Additional Information (City of Tea Tree Gully) <i>Note: The following is provided for additional information purposes only and is not provided pursuant to the Land and Business (Sale and Conveyancing) Act 1994 or Regulations 2010</i> | |
| Miscellaneous | Nil |
| Easements | Nil |
| CWMS | Nil |

Particulars relating to Environment Protection

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

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

YES

/

NO

All development approvals on Council records relating to this subject are listed under the heading "Development Act 1993 or the Planning, Development and Infrastructure Act 2016"

LOCAL GOVERNMENT INQUIRY CERTIFICATE

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

Note – Building Indemnity Insurance is not required for:

- a) Domestic building work for which approval under the Planning, Development and Infrastructure Act 2016, the Development Act 1993 or the repealed Building Act 1971 is or was not required;
- b) minor domestic building work (see section 3 of the Building Work Contractors Act 1995);
- c) Domestic building work commenced before 1 May 1987; or
- d) Building work in respect of which an exemption from the application of Division 3 of Part 5 of the Building Work Contractors Act 1995 applies under the Building Work Contractors Regulations 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.

BUILDING INDEMNITY INSURANCE AS ATTACHED OR AS PROVIDED ON PLANSA EXTRACT

YES NO

*Please note Council may not hold a copy of Building Indemnity Insurance if the Application has been undertaken by a Private Certifier.

Disclaimer

The nature of the City of Tea Tree Gully's records is such that it may not be able to provide details of Building Indemnity Insurance.

The City of Tea Tree Gully endeavours to ensure that the information provided by this search request is current and accurate, however cannot guarantee the accuracy, currency or completeness of the information contained within.

All information provided by this search is for information purposes only and no reliance should be placed on this information for any possible legal purpose or any circumstance where loss or damage could arise as a result of reliance on this information.

The City of Tea Tree Gully does not accept any responsibility or liability should you rely upon the information provided by this property search to your detriment, except as provided by statute. The information herein is provided pursuant to the Council's obligations under Section 7 of the Land Business (Sales and Conveyancing) Act, 1994. The information provided should not be taken as a representation as to whether or not any other charges or encumbrances affect the subject land.

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.

Authorised Officer 

Date...04/04/2024.....



Data Extract for Section 7 search purposes

Valuation ID 2803799353

Data Extract Date: 04/04/2024

Parcel ID: S6541 U7

Certificate Title: CT5014/82

Property Address: UNIT 7 35 CRISSOULA AV HOPE VALLEY SA 5090

Zones

General Neighbourhood (GN)

Subzones

No

Zoning overlays

Overlays

Affordable Housing

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

Hazards (Flooding - Evidence Required)

The Hazards (Flooding - Evidence Required) Overlay adopts a precautionary approach to mitigate potential impacts of potential flood risk through appropriate siting and design of development.

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Traffic Generating Development

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

Urban Tree Canopy

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

No

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No



CITY OF
TEA TREE GULLY
Naturally Better

DECISION NOTIFICATION FORM

Development Number: 070/118139/2019

Date of Lodgement: 21/11/2019

Australian Outdoor Living
PO Box 848
PROSPECT EAST SA 5082

Location of Proposed Development:

7/35 Crissoula Avenue HOPE VALLEY 5090

Formal Property Title(s): ALP: G SEC: 823 SP: 6541 CT: 5014/082

Valuer General Number(s): 2803799353

Development Cost: \$6,320.00

Class(s): 10A

Nature of Proposed Development: Verandah

In respect of this proposed development you are informed that:

| NATURE OF DECISION | CONSENT | DATE | CONDITIONS |
|--|-----------------|-------------------|------------|
| Development Plan Consent | Granted | 22/11/2019 | 3 |
| Building Rules Consent <i>Refer to Private Certifier's Report</i> | Granted | 20/11/2019 | 1 |
| DEVELOPMENT AUTHORISATION | APPROVED | 28/11/2019 | 4 |

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

Signature of Administration Officer:

Planning Officer: Mr D Oest

Building Decision: Assessed by Private Certifier
Delegate(s) of the City of Tea Tree Gully

Date of Document: 28/11/2019

Development Number: 070/118139/2019

Date of Document: 28/11/2019

DEVELOPMENT PLAN CONSENT CONDITIONS

- (1) The development must be undertaken, completed and maintained in accordance with the plan(s) and information detailed in Application No. 070/118139/2019 except where varied by any condition(s) listed below.
- (2) The materials used on the external surfaces of the building and the pre-coloured steel finishes or paintwork must be maintained in good condition at all times. All external paintwork must be completed within two (2) months of the erection of the verandah.
Reason: To preserve and enhance the amenity of the site and locality.
- (3) The verandah shall not be enclosed on any side with any solid material except where included as part of the current application.
Reason: To preserve and enhance the amenity of the site and locality.

Note(s):

- (1) The cost of rectifying any damage or conflict with any existing services or infrastructure arising out of this development will be borne by the applicant.
- (2) This consent does not obviate the need to obtain any other necessary approvals from any/all parties with an interest in the land.
- (3) Any works undertaken on Council owned land (including but not limited to works relating to reserves, crossing places, landscaping, footpaths, street trees and stormwater connections and underground electrical connections), shall require a separate authorisation from Council. Further information and/or specific details can be obtained by contacting Council's Civil Operations department on 8397 7444.
- (4) The Council has not surveyed the subject land and has, for the purpose of its assessment, assumed that all dimensions and other details provided by the Applicant are correct and accurate.

BUILDING RULES CONSENT CONDITIONS

REFER TO PRIVATE CERTIFIER'S REPORT

MANDATORY NOTIFICATION

- (1) The **Conditions and Notes** listed here reference Sections and Clauses from the *Development Act 1993* (as amended), Regulations and Schedules from the *Development Regulations 2008* plus the Building Code of Australia (BCA) relevant Australian Standards (AS) and Minister's Specifications (current to date of consent).

The **Building Classification** is determined in accordance with Part A6 of the BCA:

- *Class 1a* is a dwelling or habitable part thereof,
- *Class 1b* is a boarding house, guest house or the like,
- *Class 10a* is a non-habitable building or part thereof (e.g. Garage, Carport, Verandah, Shed, etc.),
- *Class 10b* is a structure that is not a building (e.g. Swimming Pool, Fence, Retaining wall, Deck, etc.) and
- *Class 10c* is a private bushfire shelter.

- (2) A person(s) must not occupy a **Class 1a** building, as classified under the BCA, or an addition to a Class 1a building, that has not been completed in accordance with the development authorisation insofar as it relates to the performance of building work unless it complies with the requirements prescribed in Regulation 83A.
- (3) The person(s) proposing to undertake building work on land (or who is in charge of such work) is warned of their obligation to give Council notice at stages prescribed in **Regulation 74**. If the building owner is giving notice, the notice must include the name, address and telephone number of the person responsible for undertaking or in charge of the building work (a registered Building Work Supervisor or Private Certifier) and proposed to provide any statement required under Regulation 83AB.
- (4) For building work prescribed in Regulation 75, the building owner, must, at least 28 days before the building work is commenced cause to be served on the owner of the affected land or premises a notice of intention to perform the building work, as required by Section 60.
- (5) Should a licensed builder be engaged to carry out any building work greater than \$12,000, or where an owner/builder contracts work exceeding \$12,000, the builder/contractor shall provide Council with the Certificate of Insurance (Builder's Indemnity Insurance) prior to the commencement of any work as per the requirements of Regulation 21(2).
- (6) The owner and/or builder are advised that no portion of the building or structure (including footings, plumbing or the like) shall encroach the property boundary. It is recommended that a licensed land surveyor is engaged to survey the boundary to ensure that no part of the structure including the gutters will encroach onto the neighbouring property.
- (7) The owner and/or builder are advised that the location, design and capacity of the **stormwater** discharge at the property alignment should be approved by Council prior to site works commencing. The drainage system should be completed by the finish of construction of the building.
- (8) The owner and/or builder are advised that the required **rainwater tanks** to be plumbed into the dwelling in accordance with AS3500 must be provided with an overflow device connected to the stormwater disposal system and mosquito proof, non-degradable screens on the inlet and overflow. Supporting structures must be proprietary products and/or comply with the relevant Australian Standards.

- (9) It should be noted that a **retaining wall** less than 1000mm high is not deemed development under Schedule 3 and will not be assessed for structural adequacy despite details that may be included in the approved documents. The Owner should however take note that under the provisions of Section 60 and Regulation 75 the associated excavation/filling on a site may be deemed to be building work which affects the stability of adjoining land and requires notice to be served on the adjoining (affected) property owner.
- (10) The owner and/or builder are advised that **external walls** of Class 1 buildings, and any openings in that wall, must comply with Part 3.7.2.2 & Part 3.7.2.4 of the BCA if the wall is less than 900mm from an allotment boundary.
- (11) The owner and/or builder are advised that eaves (with roof coverings and soffit linings), flues, chimneys, pipes, domestic fuel tanks, heating and cooling appliances, pool equipment or any other similar services constructed between a dwelling and the property boundary shall be non-combustible construction and not built within 450mm of the allotment boundary in accordance with the provisions of the Part 3.7.2.7 of the BCA.
- (12) The cost of rectifying any damage or conflict with existing services or infrastructure arising out of this development will be borne by the applicant.
- (13) This consent does not obviate the need to obtain any other necessary approvals from any/all parties with an interest in the land.
- (14) Precautions shall be taken to ensure the safety of the public during construction and demolition where relevant. As a minimum requirement, the site shall be provided with suitable fencing to restrict access by the general public to the work area.

Roadways and footpaths adjacent to the site shall be kept clean and free of dirt and debris at all times, and any damage occurring to Council roadways or footpaths as a result of the work shall be repaired to the satisfaction of Council, at the applicant's expense.

Precautions shall be taken to prevent dust, noise or other nuisance from affecting nearby properties.

Building rubbish shall be suitably retained on the site and disposed of at regular intervals.

- (15) The building work contractor or, in the absence of a building work contractor, the building owner **must** notify Council of the following stages of building work:
- Commencement of building work;
 - Completion of wall and roof framing; and
 - Completion of building work.

Notifications **must be** provided in writing, in one of the following ways:

- Electronically through by email: buildinginspections@cttg.sa.gov.au, or via Council's website: <http://cttg.sa.gov.au/buildingnotifications>;
- By post – PO Box 571, MODBURY SA 5092;
- By fax – 8397 7400;
- By leaving a notice with a duly authorised officer of the Council.

Reason: To provide a reasonable opportunity for Council to perform an inspection of building work prescribed pursuant to Regulation 74 of the Development Regulations 2008.

ADDITIONAL INFORMATION

Builders are reminded of their obligation to ensure that **construction activity**—as defined in Schedule 1 of the *Local Nuisance and Litter Control Act 2016 (the Act)*—is undertaken between **7:00am and 7:00pm, Monday to Saturday**. No construction activity is permitted to be undertaken on any Sunday or Public Holiday.

The definition of construction activity includes—

- a. demolition work, site preparation work and building maintenance or repair work;
- b. the operation of vehicles within, or entering or leaving, a construction site; and
- c. any activities, at or within the immediate vicinity of a construction site of persons who perform work at the site, or work connected with work at the site.

Construction noise—defined in the Act as *noise from any construction activity*—is declared to constitute **Local Nuisance** for the purposes of Section 17(1)(e) of the Act where the construction noise is permitted to travel from the location of the construction activity to neighbouring premises outside of the abovementioned time(s).

CURRENT MANDATORY NOTIFICATIONS

As required by Regulation 74 of the Development Regulations, please ensure that you notify Council of each stage of construction as clearly spelt out within your conditions of your approval and the document: Regulation 74: Notifications during Building Work.

Notifications must be provided within 1 business day of the intended commencement or completion date of the particular stage of development.

Mandatory Checklists – Required only for Developments Involving the Construction of Roof Framing

A completed Site Supervisors Checklist must be provided for all developments involving the construction of roof framing. The checklist must be provided within one (1) business day after the notice of completion of the roof framing (discussed above) is provided.

In addition to the above checklist, a person engaged to manufacture a roof truss must, before commencing the work provide a completed copy of the Minister's Schedule 5 roof framing checklist.

Please refer to the Development - Planning, Building and Compliance section of Council's website - www.cttg.sa.gov.au for a copy of both checklists.

How to Notify Council

Notifications **must be** provided in writing, in one of the following ways:

- Electronically through by email: buildinginspections@cttg.sa.gov.au, or via Council's website: <http://cttg.sa.gov.au/buildingnotifications>;
- By post – PO Box 571, MODBURY SA 5092;
- By fax – 8397 7400;
- By leaving a notice with a duly authorised officer of the Council.

Penalties for Non-Compliance

Please note that expiations or penalty costs apply for failing to provide any mandatory notification referred to within your conditions of approval.

- Failing to provide swimming pool notifications may attract an expiation fee of \$210.00 per offence committed.
- Failing to provide notification of any other stage of construction for any other building may attract an expiation fee of \$500.00 per offence committed.

Council may also issue a 'stop-work' notice for failing to comply with a condition of consent concerning mandatory notification requirements, as discussed within this notice.

If you require any further information on the notification process, please contact a member of Council's Building Team on 8397 7444.

IMPORTANT INFORMATION

The following information may be relevant to your authorisation. Please read and consider this carefully.

Operative Life of Your Authorisation

This approval will lapse twelve (12) months after the date of the authorisations. In cases where an extension of time has been granted, the date will be the extended date. In cases where there has been a Court appeal, the date will be the finalisation of that appeal.

If the relevant development has been lawfully commenced by substantial works within that twelve (12) months, then the authorisation will remain valid for three (3) years from the relevant date in accordance with regulation 48 of the *Development Regulations 2008* ('the Regulations').

As a guide; for developments involving new residential dwellings, substantial commencement has been generally considered by the Court to consist of the pouring of the footings and slab.

Where the authorisation is for a variation to an earlier authorisation, the lifespan of that authorisation will be calculated from the date of the earlier authorisation, unless otherwise approved by Council in accordance with section 39(7)(d) of the *Development Act 1993* ('the Act').

Extension of Time

An application may be made to Council to extend the time for commencement and/or completion of the Development. A request must be made in writing to Council and accompanied by the prescribed fee in accordance with section 40(3) of the Act and regulation 48(2) of the Regulations.

Building Near Power-lines

The Office of the Technical Regulator should be notified by you of all building work activities to occur near overhead electricity services and street mains. Failure to observe safe clearances to existing services while undertaking building work may render you liable for damages in accordance with Part 6 of the *Electricity Act 1996*.

Infrastructure Installation

You are advised to contact appropriate utility authorities (e.g. electricity, water, gas and telecommunication providers) regarding their requirements before construction commences.

Variations

If you wish to modify your development, or modify or remove any condition of approval, an application to vary your authorisation must be submitted to Council for assessment. For further information, contact the City Development department on 08 8397 7444.

Reserved Matters for Assessment

Where particular elements of Council's assessment are reserved pursuant to section 33(3) of the Act, authorisation is not formally granted until each reserved matter has been addressed to the satisfaction of Council.

Your Right(s) of Appeal

You may have a right of appeal to the *Environment, Resources and Development (ERD) Court* ('the Court') against the outcome of a decision or conditions of approval. An appeal must be lodged within two (2) months from the date upon which you receive notice of the decision, or such longer period as the Court may allow in accordance with section 86(4) of the Act. Please contact the Court, *and not the Council*, for further information regarding the appeal process. The Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide. Telephone 08 8204 0300.

Category 3 Applications

A third party representor in a Category 3 development has a right to appeal against the outcome of Council's decision within fifteen (15) days of the date of that decision in accordance with section 38(14) of the Act.

Accordingly, works should not commence in respect of a Category 3 development for at least fifteen (15) days following the date of decision. It is recommended that the applicant contact the Court fifteen (15) days after the decision to determine whether an appeal has been lodged by a third party. If there is an appeal, the authorisation should not be acted upon until that appeal is either determined or withdrawn.

Building Work Affecting Neighbouring Land

Where your development includes work that may impact the stability of adjoining land, section 60 of the Act requires that you do the following—

- 28 days prior to the commencement of works, serve upon the owner(s) of any affected land(s) a notice of your intention to perform the building work, and the nature of that work; and
- take precautions as may be prescribed to protect the affected land(s) or premises, carry out such other building work in relation to the affected land(s) or premises as the adjoining owner is authorised by the Regulations to require.

The works for which notification is required are set out in regulation 75 of the Regulations. For further information, contact the City Development department on 08 8397 7444.



CITY OF
TEA TREE GULLY
Naturally Better

Certificate No: **86435**
Receipt No: **817210**

Date: **04/04/2024**
Application No: **83170**

First National Real Estate Burton Groves
PO Box 200
ST AGNES SA 5097

571 Montague Road
Modbury SA 5092
Tel (08) 8397 7444
Fax (08) 8397 7400
TTY (08) 8397 7340

www.teatreegully.sa.gov.au

Email: searches@cttg.sa.gov.au

CERTIFICATE

Section 187 (1) of the Local Government Act

Assessment No: **54998**
Valuer General No: **2803799046**
Property Description: **LOT: CP ALP: G SEC: 823 SP: 6541 CT: 5014/085**
Property Address: **35-39 Crissoula Avenue HOPE VALLEY 5090**
Owner: **Strata Plan No 6541 Incorp**

nil

| | |
|------------------------|--------|
| Overdue/Arrears | \$0.00 |
| Interest/Rounding | \$0.00 |
| Legal Costs | \$0.00 |
| Less Rebate | \$0.00 |
| Less Payments Received | \$0.00 |

General Debtors

| | | |
|-------------------------|---------------------------------|---------------|
| Total Amount Due | 3rd June 2024 | \$0.00 |
|-------------------------|---------------------------------|---------------|

Please Note:

Parent title for Unit 7/35 Crissoula Ave Hope Valley

Further fines & interest may be applied to overdue accounts.

NOTE: Verbal updates will be available for 3 months on current year's rates from the date of issue of this certificate

Charges may be pending for the removal of flammable undergrowth or other flammable or combustible materials or substances under the Fire and Emergency Services Act 2005. The charges that apply will be those that are incurred by the Council.

I certify in terms of Section 187(1) of the Local Government Act the following rates and charges are outstanding as at the date of this certificate:

Delegated Officer:



We accept settlement payment of council rates
BPAY Biller Code: 787911 / Reference # 54998

Account balance and payment available online: Go to www.teatreegully.sa.gov.au/Payments

LOCAL GOVERNMENT INQUIRY CERTIFICATE

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



CITY OF
TEA TREE GULLY
Naturally Better

Date of Issue: 4 April 2024

Certificate Number 86435
Receipt Number 817210
Assessment Number 54998

571 Montague Road
Modbury SA 5092
Tel (08) 8397 7444
Fax (08) 8397 7400
TTY (08) 8397 7340

www.teatreegully.sa.gov.au

Email: searches@cttg.sa.gov.au

First National Real Estate Burton Groves
PO Box 200
ST AGNES SA 5097

Valuer General No: 2803799046
Property Description: LOT: CP ALP: G SEC: 823 SP: 6541 CT: 5014/085
Property Address: 35-39 Crissoula Avenue HOPE VALLEY 5090
Owner: Strata Plan No 6541 Incorp

Provision of Prescribed Information

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

The information herein is provided pursuant to Council's Obligations under Section 12 of the Land and Business (Sales and Conveyancing) Act 1994.

Development Section

| Prescribed Encumbrance | Particulars Required |
|---|--|
| Part 1 – Items that must be included in statement | |
| Development Act 1993 (Repealed) | |
| Section 42 – Condition (that continues to apply) of a development authorisation) | Nil |
| Repealed Act Conditions | |
| <i>Disclaimer: The nature of the City of Tea Tree Gully records are such that it cannot provide details of conditions (that continue to apply) of provisional building rules consent (or its equivalent) granted under the following repealed Acts.</i> | |
| Condition (that continues to apply) of an approval or authorisation granted under any of the following Acts: Building Act 1971 (repealed) City of Adelaide Development Control Act 1976 (repealed) | 02/07/1985 - Provisional Development Plan APPROVAL 1985/5113 Strata Title of 9 Residential Units |

LOCAL GOVERNMENT INQUIRY CERTIFICATE

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

| | |
|---|--|
| Planning and Development Act 1966 (repealed) Planning Act 1982 (repealed) | 13/04/1984 - Provisional Development Plan APPROVAL 1984/3940 Nine Single Storey Home Units 20/06/1984 - Provisional Building Rules APPROVAL 1984/21848 9 Home Units |
| Planning, Development and Infrastructure Act 2016 | |
| Part 5 – Planning and Design Code | |
| Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code) | Refer PlanSA Extract |
| Is the land situated in a designated State Heritage place? | Refer PlanSA Extract |
| Is the land designated as a place of local heritage value? | Refer PlanSA Extract |
| Is there a tree declared to be a significant tree or a stand of trees declared to be significant trees on the land? | Refer PlanSA Extract |
| Is there a current amendment to the Planning and Design Code released for public consultation by the State Planning Commission on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? | Refer to Property Interest Report Land Services SA |
| Section 127 – Condition (that continues to apply) of a development authorisation | Refer PlanSA Extract |
| Part 2 – Items to be included if land affected | |
| Development Act 1993 (repealed) | |
| Section 50(1) – Requirement to vest land in a council or the Crown to be held as open space | N/A |
| Section 50(2) – Agreement to vest land in a council or the Crown to be held as open space | N/A |
| Section 55 – Order to remove or perform work | Nil |

LOCAL GOVERNMENT INQUIRY CERTIFICATE

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

| | |
|---|-----------------------|
| Section 56 – Notice to complete development | Nil |
| Section 57 – Land Management Agreement | See Title for Details |
| Section 69 – Emergency Order | Nil |
| Section 71 – Fire Safety Notice | Nil |
| Section 84 – Enforcement Notice | Nil |
| Section 85(6), 85(10) or 106 – Enforcement Order | NIL |
| Part 11 Division 2 – Proceedings | Nil |
| Fire and Emergency Services Act 2005 | |
| Section 105f - Notice of action required concerning flammable materials on land / Notice of action required to protect against outbreak or spread of fire | Nil |
| Food Act 2001 | |
| Section 44 – Improvement Notice | NIL |
| Section 46 – Prohibition Order | Nil |
| Housing Improvement Act 1940 (repealed) | |
| Section 23 – declaration that house is undesirable or unfit for human habitation | Nil |
| Local Government Act 1934 (repealed) | |

LOCAL GOVERNMENT INQUIRY CERTIFICATE

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

| | |
|--|----------------------|
| Notice, order, declaration, charge, claim or demand given or made under the Act | Nil |
| Local Government Act 1999 | |
| Notice, order, declaration, charge, claim or demand given or made under the Act | Nil |
| Planning, Development and Infrastructure Act 2016 | |
| Section 141 – Order to remove or perform work | NIL |
| Section 142 – Notice to complete development | NIL |
| Section 155 – Emergency order | NIL |
| Section 157 – Fire safety notice | NIL |
| Section 192 or 193 – Land Management Agreement | Refer PlanSA Extract |
| Section 198(1) – Requirement to vest land in a council or the Crown to be held as open space | NIL |
| Section 198(2) – Agreement to vest land in a council or the Crown to be held as open space | NIL |
| Part 16 Division 1 – Proceedings | NIL |
| Section 213 – Enforcement notice | NIL |
| Section 214(6), 214(10) or 2222 – Enforcement Order | NIL |
| Public and Environmental Health Act 1987 (repealed) | |
| <i>Disclaimer: The wastewater from the septic tank must be disposed of in accordance with all relevant</i> | |

LOCAL GOVERNMENT INQUIRY CERTIFICATE

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

| | |
|---|-----|
| <i>Standards & Codes. The nature of the City of Tea Tree Gully records are such that it cannot provide details of conditions (that continue to apply) under the above repealed Act.</i> | |
| South Australian Public Health Act 2011 | |
| Notice, order, declaration, charge, claim or demand given or made under the Act | Nil |
| Additional Information (City of Tea Tree Gully) | |
| <i>Note: The following is provided for additional information purposes only and is not provided pursuant to the Land and Business (Sale and Conveyancing) Act 1994 or Regulations 2010</i> | |
| Miscellaneous | Nil |
| Easements | Nil |
| CWMS | Nil |

Particulars relating to Environment Protection

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

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

YES

/

NO

All development approvals on Council records relating to this subject are listed under the heading “Development Act 1993 or the Planning, Development and Infrastructure Act 2016”

LOCAL GOVERNMENT INQUIRY CERTIFICATE

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

Note – Building Indemnity Insurance is not required for:

- a) Domestic building work for which approval under the Planning, Development and Infrastructure Act 2016, the Development Act 1993 or the repealed Building Act 1971 is or was not required;
- b) minor domestic building work (see section 3 of the Building Work Contractors Act 1995);
- c) Domestic building work commenced before 1 May 1987; or
- d) Building work in respect of which an exemption from the application of Division 3 of Part 5 of the Building Work Contractors Act 1995 applies under the Building Work Contractors Regulations 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.

BUILDING INDEMNITY INSURANCE AS ATTACHED OR AS PROVIDED ON PLANSA EXTRACT

YES / NO

*Please note Council may not hold a copy of Building Indemnity Insurance if the Application has been undertaken by a Private Certifier.

Disclaimer

The nature of the City of Tea Tree Gully's records is such that it may not be able to provide details of Building Indemnity Insurance.

The City of Tea Tree Gully endeavours to ensure that the information provided by this search request is current and accurate, however cannot guarantee the accuracy, currency or completeness of the information contained within.

All information provided by this search is for information purposes only and no reliance should be placed on this information for any possible legal purpose or any circumstance where loss or damage could arise as a result of reliance on this information.

The City of Tea Tree Gully does not accept any responsibility or liability should you rely upon the information provided by this property search to your detriment, except as provided by statute. The information herein is provided pursuant to the Council's obligations under Section 7 of the Land Business (Sales and Conveyancing) Act, 1994. The information provided should not be taken as a representation as to whether or not any other charges or encumbrances affect the subject land.

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.

Authorised Officer 

Date...04/04/2024.....



Data Extract for Section 7 search purposes

Valuation ID 2803799046

Data Extract Date: 04/04/2024

Parcel ID: S6541 UCP

Certificate Title: CT5014/85

Property Address: CRISSOULA AV HOPE VALLEY SA 5090

Zones

General Neighbourhood (GN)

Subzones

No

Zoning overlays

Overlays

Affordable Housing

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

Hazards (Flooding - Evidence Required)

The Hazards (Flooding - Evidence Required) Overlay adopts a precautionary approach to mitigate potential impacts of potential flood risk through appropriate siting and design of development.

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Traffic Generating Development

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

Urban Tree Canopy

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

No

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No

Our Ref: 070/5113/85

Refer Enquiries: Planning Section

2nd July, 1985

Edelbauer & Hofermans,
318 North East Road,
KLEINZIG. S.A. 5087.

APPLICATION FOR CERTIFICATE OF APPROVAL OF STRATA PLAN -
35-39 RYSSOULA AVENUE, HOPE VALLEY

Dear Sir

I wish to advise that the above application has been approved and the Certificate of Approval pursuant to Section 223nd (1) of the Real Property Act 1886-1980 is enclosed together with the stamped Strata Plan.

Yours faithfully,



M.C.S. HUNTER
City Manager

MS:1014j:4

Our Ref: 070/5113/85

Refer Enquiries: Planning Section


2nd July, 1985

REAL PROPERTY ACT 1886-1982

CERTIFICATE OF APPROVAL OF STRATA PLAN

It is hereby certified:

- (1) That the Strata Plan relating to the land comprised in Certificate of Title Register Book Volume 3757 Folio 161 and in the building unit scheme laid out therein are approved by the Council;
- (2) The Strata Plan represents an accurate delineation of the units and unit subsidiaries (if any) on the parcel;
- (3) Each unit defined in the said Strata Plan is approved by the said Corporation for separate occupation.


R.C.S. HUNTER
City Manager

This does not form part of the certificate and is intended as advice only. The plans and specifications submitted for consideration under the Building Act were approved by Council on the 20th June, 1985.

 DM:1814j:3

PLANNING DECISION NOTIFICATION

South Australia Planning Act Development Control Regulations

Regulation 41

Sixth Schedule

For Development Application Dated 5.3.84
Registered On 5.3.84

Development No. 070/3940/84

To: Mr. G. Lange,
11 Loch Lomond Drive, Modbury

Location of
Proposed Development Lot G, H.N. 35-39 Crissoula Avenue, Hope Valley

Nature of
Proposed Development To erect nine single storey home units.

From: The Corporation of the City of Tea Tree Gully

In respect of this proposed development you are informed that CONSENT IS GRANTED
SUBJECT TO (6) CONDITION(S).

1 representation from third parties concerning your proposal was received.

Accordingly the consent does not operate until the periods specified on the attached form.

Reasons for this decision, any conditions imposed, and the reasons for imposing those conditions, are set out below. Please also refer to the information attached to this form about appeal rights and operation of consent.

Conditions

- (1) That the premises be maintained, kept tidy and in good repair and condition at all times.
- (2) That all stormwater from roof and driveway areas shall be disposed of by pipes to the Crissoula Avenue street watertable to comply with the standard "Australian Rainfall and Runoff" the Institution of Engineers, Australia, 1977. A detailed drainage scheme is to be submitted and approved prior to lodgement of a building application.
- (3) That all work associated with crossovers on footpaths adjoining the subject land shall require approval from the Engineering Operations Section and comply with all Council Specifications. Such work shall be completed prior to any building work being undertaken on the site.
- (4) That the driveway be established of brickpaving of suitable strength and such paving shall extend to the kerb.
- (5) That the fencing along the Crissoula Avenue boundary and the fencing for units 1 and 9 shall be 1.8m high brush. The dividing fences between unit backyard areas and where new fences are required to be established shall be olive green or similar colourbond.
- (6) That a landscaping plan designating the removal of any existing trees and showing all planting proposals in detail shall be submitted with the building application for the approval of Council.

PLANNING DECISION NOTIFICATION

South Australia Planning Act Development Control Regulations

Regulation 41

Sixth Schedule

For Development Application Dated 5.3.84
Registered On 5.3.84

Development No. 070/3940/84

- (7) That refuse bin collection areas shall be provided of the same materials as the exterior walls of the buildings and at least one metre in height and adjacent to the street alignment.
- (8) The building shall not be occupied until all the above conditions have been met, except on-going conditions.

The decision was made by Council on the basis that, with the imposition of conditions, the proposal complies with the provisions of the Development Plan.


.....
TOWN CLERK/CITY MANAGER

Date: 13.4.84

RJR:EF (7750)



Account Number 28 03799 35 3 L.T.O Reference CT501482 Date of issue 5/4/2024 Agent No. 7922 Receipt No. 2556514

BURTON GROVES & WELSH PTY LTD
PO BOX 200
ST AGNES SA 5097
mail@burtongroves.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: S A ESLEY
Location: U7 35 CRISSOULA AV HOPE VALLEY UNIT7 S6541
Description: H/UNIT G Capital Value: \$ 365 000
Rating: Residential

Periodic charges

Raised in current years to 30/6/2024

| | | | |
|-----------------------|--------------------------|------------------------|------------|
| | | | \$ |
| | Arrears as at: 30/6/2023 | : | 0.00 |
| Water main available: | 1/7/1986 | Water rates | : 296.80 |
| Sewer main available: | 1/7/1986 | Sewer rates | : 318.00 |
| | | 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 | : 461.10CR |
| | | Balance outstanding | : 153.70 |

Degree of concession: 00.00%
Recovery action taken: ACCOUNT SENT

Next quarterly charges: Water supply: Not declared Sewer: Not declared Bill:

This account has no meter of its own but is supplied from account no 28 03799 04 6.

The Water Use apportionment option is Nil.

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:
S A ESPLEY

Water & Sewer Account
Acct. No.: 28 03799 35 3

Amount: _____

Address:
U7 35 CRISSOULA AV HOPE VALLEY
UNIT7 S6541

Payment Options

EFT

EFT Payment

| | |
|----------------------|-----------------------------|
| Bank account name: | SA Water Collection Account |
| BSB number: | 065000 |
| Bank account number: | 10622859 |
| Payment reference: | 2803799353 |



Bill code: 8888
Ref: 2803799353

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: 2803799353



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: 2556514

DATE OF ISSUE

03/04/2024

FIRST NATIONAL REAL ESTATE
BURTON GROVES
POST OFFICE BOX 200
ST AGNES SA 5097

ENQUIRIES:

Tel: (08) 8226 3750

Email: landtax@sa.gov.au

OWNERSHIP NAME

S A ESPLEY

FINANCIAL YEAR

2023-2024

PROPERTY DESCRIPTION

U7 35 CRISSOULA AV / HOPE VALLEY SA 5090 / UNIT 7

ASSESSMENT NUMBER

2803799353

TITLE REF.

(A "+" indicates multiple titles)

CT 5014/82

TAXABLE SITE VALUE

\$230,000.00

AREA

0.0000 HA

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

| | | | | | |
|-------------------------|----|------|----------------|----|------|
| CURRENT TAX | \$ | 0.00 | SINGLE HOLDING | \$ | 0.00 |
| - DEDUCTIONS | \$ | 0.00 | | | |
| + ARREARS | \$ | 0.00 | | | |
| - PAYMENTS | \$ | 0.00 | | | |
| = <u>AMOUNT PAYABLE</u> | \$ | 0.00 | | | |

Please Note:

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

ON OR BEFORE

02/07/2024

Government of
South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

Visit: www.revenuesa.sa.gov.au

Email: revsupport@sa.gov.au

Phone: (08) 8226 3750

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at:

OR

By Post to:

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001



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: 2556514

FIRST NATIONAL REAL ESTATE
BURTON GROVES
POST OFFICE BOX 200
ST AGNES SA 5097

DATE OF ISSUE

03/04/2024

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

| | | | | |
|---|---|----------------------|----------------------|--------------------------|
| OWNERSHIP NUMBER | OWNERSHIP NAME | | | |
| 17565454 | S A ESPLEY | | | |
| PROPERTY DESCRIPTION | | | | |
| U7 35 CRISSOULA AV / HOPE VALLEY SA 5090 / UNIT 7 | | | | |
| ASSESSMENT NUMBER | TITLE REF. <small>(A "+" indicates multiple titles)</small> | CAPITAL VALUE | AREA / FACTOR | LAND USE / FACTOR |
| 2803799353 | CT 5014/82 | \$365,000.00 | R4 1.000 | RE 0.400 |
| LEVY DETAILS: | | | | |
| | FIXED CHARGE | \$ | 50.00 | |
| | + VARIABLE CHARGE | \$ | 147.75 | |
| FINANCIAL YEAR | - REMISSION | \$ | 92.60 | |
| 2023-2024 | - CONCESSION | \$ | 0.00 | |
| | + ARREARS / - PAYMENTS | \$ | -105.15 | |
| | = AMOUNT PAYABLE | \$ | 0.00 | |

Please Note: If a concession amount is shown, the validity of the concession should be checked prior to payment of any outstanding levy amount. The expiry date displayed on this Certificate is the last day an update of this Certificate will be issued free of charge. **It is not the due date for payment.**

EXPIRY DATE 02/07/2024



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

Visit: www.revenuesa.sa.gov.au

Email: revsupport@sa.gov.au

Phone: (08) 8226 3750

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at:

OR

By Post to:

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001



Product
Date/Time
Customer Reference
Order ID

Check Search
03/04/2024 11:34AM
7-37 Crissoula
20240403004056

Certificate of Title

Title Reference: CT 5014/82

Status: CURRENT

Edition: 7

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



Product
Date/Time
Customer Reference
Order ID

Historical Search
03/04/2024 11:34AM
7-37 Crissoula
20240403004056

Certificate of Title

Title Reference: CT 5014/82
Status: CURRENT
Parent Title(s): CT 4250/492
Dealing(s) Creating Title: CONVERTED TITLE
Title Issued: 11/03/1991
Edition: 7

Dealings

| Lodgement Date | Completion Date | Dealing Number | Dealing Type | Dealing Status | Details |
|----------------|-----------------|----------------|-------------------------|----------------|---|
| 22/07/2022 | 27/07/2022 | 13839573 | MORTGAGE | REGISTERED | WESTPAC BANKING CORPORATION (ACN: 007 457 141) |
| 22/07/2022 | 27/07/2022 | 13839572 | DISCHARGE OF MORTGAGE | REGISTERED | 13190230 |
| 17/10/2019 | 22/10/2019 | 13190230 | MORTGAGE | REGISTERED | BENDIGO & ADELAIDE BANK LTD. (ACN: 068 049 178) |
| 17/10/2019 | 22/10/2019 | 13190229 | DISCHARGE OF MORTGAGE | REGISTERED | 12812681 |
| 18/10/2017 | 24/10/2017 | 12812681 | MORTGAGE | REGISTERED | HOMESTART FINANCE |
| 18/10/2017 | 24/10/2017 | 12812680 | TRANSFER | REGISTERED | SARAH ALICIA ESLEY |
| 18/10/2017 | 24/10/2017 | 12812679 | DISCHARGE OF MORTGAGE | REGISTERED | 12036713 |
| 13/11/2013 | 03/12/2013 | 12036713 | MORTGAGE | REGISTERED | NATIONAL AUSTRALIA BANK LTD. |
| 13/11/2013 | 03/12/2013 | 12036712 | DISCHARGE OF MORTGAGE | REGISTERED | 10188703 |
| 02/10/2013 | 22/10/2013 | 12017179 | VESTING (GLOBAL UPDATE) | REGISTERED | WESTPAC BANKING CORPORATION 10188703 |
| 18/03/2005 | 29/03/2005 | 10188703 | MORTGAGE | REGISTERED | ST.GEORGE BANK LTD. (ACN: 055 513 070) |
| 18/03/2005 | 29/03/2005 | 10188702 | DISCHARGE OF MORTGAGE | REGISTERED | 9553077 |
| 21/03/2003 | 28/03/2003 | 9553077 | MORTGAGE | REGISTERED | ING BANK (AUSTRALIA) LTD. |
| 21/03/2003 | 28/03/2003 | 9553076 | TRANSFER | REGISTERED | BAHAREH BIDHENDI |



Product

Historical Search

Date/Time

03/04/2024 11:34AM

Customer Reference

7-37 Crissoula

Order ID

20240403004056

| Lodgement Date | Completion Date | Dealing Number | Dealing Type | Dealing Status | Details |
|----------------|-----------------|----------------|--------------|----------------|---------|
| | | | | D | |



Product
Date/Time
Customer Reference
Order ID

Title and Valuation Package
03/04/2024 11:34AM
7-37 Crissoula
20240403004056

Certificate of Title

Title Reference CT 5014/82
Status CURRENT
Easement NO
Owner Number 17565454
Address for Notices 69 ADMIRALTY CCT SMITHFIELD, SA 5114
Area NOT AVAILABLE

Estate Type

Fee Simple (Unit)

Registered Proprietor

SARAH ALICIA ESPLEY
OF UNIT 7 37 CRISSOULA AVENUE HOPE VALLEY SA 5090

Description of Land

UNIT 7 STRATA PLAN 6541
IN THE AREA NAMED HOPE VALLEY
HUNDRED OF YATALA

Last Sale Details

Dealing Reference TRANSFER (T) 12812680
Dealing Date 13/10/2017
Sale Price \$275,000
Sale Type FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

| Dealing Type | Dealing Number | Beneficiary |
|--------------|----------------|--|
| MORTGAGE | 13839573 | WESTPAC BANKING CORPORATION (ACN: 007 457 141) |

Stoppers

NIL

Valuation Numbers

| Valuation Number | Status | Property Location Address |
|------------------|---------|---|
| 2803799353 | CURRENT | Unit 7, 35 CRISSOULA AVENUE, HOPE VALLEY, SA 5090 |

Notations

Dealings Affecting Title



Product
Date/Time
Customer Reference
Order ID

Title and Valuation Package
03/04/2024 11:34AM
7-37 Crissoula
20240403004056

NIL

Notations on Plan

NIL

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number 2803799353
Type Site & Capital Value
Date of Valuation 01/01/2023
Status CURRENT
Operative From 01/07/1986
Property Location Unit 7, 35 CRISSOULA AVENUE, HOPE VALLEY, SA 5090
Local Government TEA TREE GULLY
Owner Names SARAH ALICIA ESPLEY
Owner Number 17565454
Address for Notices 69 ADMIRALTY CCT SMITHFIELD, SA 5114
Zone / Subzone GN - General Neighbourhood
Water Available Yes
Sewer Available Yes
Land Use 1310 - Ground Floor Home Unit Only
Description H/UNIT G
Local Government Description Residential

Parcels

| Plan/Parcel | Title Reference(s) |
|--------------|--------------------|
| S6541 UNIT 7 | CT 5014/82 |

Values

| Financial Year | Site Value | Capital Value | Notional Site Value | Notional Capital Value | Notional Type |
|----------------|------------|---------------|---------------------|------------------------|---------------|
| Current | \$230,000 | \$365,000 | | | |
| Previous | \$185,000 | \$340,000 | | | |

Building Details



Product
Date/Time
Customer Reference
Order ID

Title and Valuation Package
03/04/2024 11:34AM
7-37 Crissoula
20240403004056

| | |
|-----------------------------|-------------------------------|
| Valuation Number | 2803799353 |
| Building Style | Conventional |
| Year Built | 1985 |
| Building Condition | Very Good |
| Wall Construction | Brick |
| Roof Construction | Tiled (Terra Cotta or Cement) |
| Equivalent Main Area | 101 sqm |
| Number of Main Rooms | 4 |

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



Balance Sheet

As at 08/04/2024

Strata Corporation 6541 Inc

Hope Valley, 37 Crissoula Avenue, HOPE VALLEY
 SA 5090

| | Current period |
|--|--------------------|
| Owners' funds | |
| Administrative Fund | |
| Operating Surplus/Deficit--Admin | 3,647.71 |
| Owners Equity--Admin | (4,347.56) |
| | (699.85) |
| Sinking Fund | |
| Operating Surplus/Deficit-- Sinking Fund | 500.00 |
| Owners Equity-- Sinking Fund | 22,960.44 |
| | 23,460.44 |
| | \$22,760.59 |
| Represented by: | |
| Assets | |
| Administrative Fund | |
| Cash at Bank--Admin | 3,541.94 |
| Receivable--Levies--Admin | 2,286.99 |
| | 5,828.93 |
| Sinking Fund | |
| Cash at Bank- Sinking Fund | 6,004.02 |
| Receivable--Levies-- Sinking Fund | 261.37 |
| | 6,265.39 |
| Unallocated Money | |
| | 0.00 |
| <i>Total assets</i> | 12,094.32 |
| Less liabilities | |
| Administrative Fund | |
| | 0.00 |
| Sinking Fund | |
| | 0.00 |
| Unallocated Money | |
| | 0.00 |
| <i>Total liabilities</i> | 0.00 |
| Net assets | \$12,094.32 |

* As the previous financial year has not been finalised, the current financial year reporting will not be accurate.



Income & Expenditure Statement for the financial year-to-date 01/04/2024 to 08/04/2024

Strata Corporation 6541 Inc

Hope Valley, 37 Crissoula Avenue, HOPE VALLEY
SA 5090

Administrative Fund

Current period

01/04/2024-08/04/2024

Revenue

Levies Due--Admin 4,375.00

Total revenue 4,375.00

Less expenses

Utility--Water Usage 727.29

Total expenses 727.29

Surplus/Deficit

3,647.71

Opening balance 2,181.22

Closing balance

\$5,828.93

Strata Corporation 6541 IncHope Valley, 37 Crissoula Avenue, HOPE VALLEY
SA 5090

Sinking Fund**Current period**

01/04/2024-08/04/2024

Revenue

Levies Due-- Sinking Fund 500.00

Total revenue

500.00**Less expenses***Total expenses*

0.00**Surplus/Deficit**

500.00

Opening balance 5,765.39

Closing balance

\$6,265.39

MINUTES OF THE ANNUAL GENERAL MEETING**STRATA CORPORATION NO. 6541 INC.****ADDRESS: 37 Crissoula Ave, HOPE VALLEY SA 5090****Meeting held on: Thursday the 23rd of November 2023****Time of meeting commencement: 10.00 am****Meeting held at: Via Zoom online meeting platform**

PRESENT:

| | |
|----------------------|--------|
| Gregory Leslie Gates | UNIT 2 |
| Kerry Scappatura | UNIT 5 |
| Norman Eric | UNIT 6 |

IN ATTENDANCE: Mr Lionel Colaco representing Stratarama Pty Ltd.

PROCEEDINGS

QUORUM: The Manager declared that a quorum was not in attendance at this meeting, by way of attendance and/or proxy and as such the meeting was adjourned, to be reconvened on the 7th of December at 10.00 am in the same location. The Manager thanked those Members who attended and submitted their proxy votes.

Meeting Closure:

There being no further business, attendees were thanked for their presence and the meeting declared adjourned at 10.30 am

MINUTES OF THE RECONVENED GENERAL MEETING

STRATA CORPORATION NO. 6541 INC.

ADDRESS: 37 Crissoula Ave, HOPE VALLEY SA 5090

Meeting held on: Thursday the 7th of December 2023

Time of meeting commencement: 10.00 am

Meeting held at: Via Zoom online meeting platform

PRESENT:

| | |
|-------------------------------|--------|
| Gregory Leslie Gates | UNIT 2 |
| Kerry Scappatura | UNIT 5 |
| Norman Eric & Kerry Faye Ball | UNIT 6 |

IN ATTENDANCE: Mr Lionel Colaco representing Stratarama Pty Ltd.

PROCEEDINGS

QUORUM: The Manager declared that a quorum was in attendance at this meeting, with proceedings commencing at 10.00 am. A quorum could not be formed by way of those present and proxy, however being an adjourned meeting, a working quorum was formed in accordance with Division 5, section 33 sub section (6) (c) of the Strata Titles Act 1988.

Declaration of Interest: All Members (or Nominee) must declare any interest that they may have in relation to any matters being discussed or determined at this meeting. These pecuniary interests may be either direct or indirect in nature.

Minutes' Documentation: Several sections of the Minutes are repeated and recorded at each meeting. As such those matters may not be discussed to the same extent each year. These appear in full for the benefit of new group Members, so that they may have a strong understanding of the group's decisions.

1. **Chair:**

In accordance with current legislation, the representative from Stratarama may only chair the meeting if a majority of Members present or represented by proxy are in favour. Stratarama have no rights to vote at this meeting, except where exercising a proxy vote in accordance with the wishes of a Member, as their proxy. The Manager advised Members as to the proxies recorded for the meeting and advised that these are available for inspection. It was agreed that the Manager would act as the Secretary for this meeting, chair and record the minutes. Motion Passed.

MOTION CARRIED

2. **Acceptance of Previous Minutes:**

Minutes of the last meeting held by the group were resolved as a true and correct record of the meeting.

- Any outstanding matters arising from previous Minutes are discussed under the appropriate Agenda headings for this meeting.
- Correspondence is available to be accessed by Members via the online unit Owners portal. Each Member has the right to inspect records held by the Corporation and may do so by contacting management to arrange a suitable time during business hours.

3. Acceptance of Financial Reports/ Statements:

The statement of accounts for the financial period ending 31st of October 2023 and the interim report ending 30th of November 23 were circulated to Members for review prior to the meeting. These financial statements were accepted by Members.

- Audit N.B: An audit of trust accounts held by Stratarama is undertaken annually by an accredited Auditor as required. A copy of the report will be made available annually on the online Owners portal and can be sent to you direct by request to Stratarama.

MOTION CARRIED

4. Appointment of Manager/ Management:

It was resolved that:

- Stratarama Pty Ltd and/or their Nominee be appointed to assist the Corporation with management services. These services are those delegated as per the **Strata Title Act 1988**.
- Stratarama be remunerated by a primary annual management fee of \$1,575.00 inclusive of GST.
- Stratarama be remunerated for other service fees as outlined in the management agreement. The Presiding Officer is authorised to sign this agreement.
- The appointment be made for a period of 12 months from the date of this meeting and that upon expiry, management will continue on a month by month basis until the next meeting or the delegation of powers is revoked.
- Anthony Johnson be appointed as Public Officer to act on behalf of the group in all taxation related matters.
- The services provided by Stratarama Pty Ltd are in accordance with the **Strata Titles Act 1988 –section 23 (6)** and per the details outlined in the explanatory pamphlet (available from stratarama.com.au and by direct request of the Member)

MOTION CARRIED

5. Election of Office Bearers & Committee:

It was resolved that the following appointments be made for the coming period:

- | | | |
|----------------------|----------------------|--------|
| • Presiding Officer: | Gregory Leslie Gates | Unit 2 |
| • Treasurer: | Kerry Faye Ball | Unit 6 |
| • Secretary: | Kerry Faye Ball | Unit 6 |

It was further confirmed that a Committee be appointed consisting of:

- All Office Bearers listed above

*Office Bearers do not have the power to vary the common property, grant exclusive rights, authorise any capital works or approve any installations or additions. Office Bearers do not have the power to resolve any matter for which a Special or Unanimous resolution is required. Office Bearers are authorised to oversee routine maintenance of the Corporation and oversee the adherence of Articles.

*The Committee may be empowered by the Corporation to make further decisions at properly convened Committee meetings. Committee meetings must be held in accordance with the Strata Titles Act 1988. An Agenda needs to be forwarded to all Committee Members and proper meeting minutes detailing the decisions made must be kept (copies to be held in the Corporation records).

MOTION CARRIED

6. Insurance; Review of Policies and Sums Insured:

Stratarama advised the Corporation that **Section 30 of the Strata Titles Act 1988** requires the Corporation Owners to insure the property for full replacement value or reinstatement value. This includes all buildings and building improvements (including the costs to demolish, survey, architectural and engineering works/ plans and all other costs). Stratarama suggest regular insurance valuations of the property to ensure compliance and appropriate cover.

Insurance Policy Breakdown:

| | | |
|---------------------------|--|--------------------|
| Building Cover: | \$3,120,075.00 | |
| Common Area Contents: | \$31,201.00 | |
| Public/ Legal Liability: | \$30,000,000 | |
| Office Bearers Cover: | \$500,000.00 | |
| Catastrophe Cover: | \$936,023.00 | |
| Fidelity Guarantee Cover: | \$100,000 | |
| Flood Inclusion Cover: | Included, refer Policy details | |
| Excess: | \$1,000.00 on all claims; Water Damage -\$2,500.00 | |
| Last Valuation report: | \$1,385,000.00 | Dated: August 2018 |
| Current Insurer: | CHU | Due: 01/06/2024 |

Excess Payments: Members have previously resolved that; insurance excesses will be payable by the Corporation.

Claims: Stratarama advises that to ensure claims and insurance renewals are processed correctly, Members must report all possible claims as soon as possible.

Standing Direction: To ensure compliance of current legislation, the Corporation agree to grant a standing direction to Stratarama Pty Ltd to renew the Corporation insurance (including obtaining quotes and changing Insurers) per direction of the Members at a meeting of the Corporation, or as instructed by the Office Bearers where empowered to do so. It is noted that Stratarama Pty Ltd may receive a commission for placing your insurance of up to 20%. Any commissions payable to Stratarama are disclosed in our management agreement.

Insurance Renewal: Members advised the Manager to retain the Building sum insured to \$3,120,075.00. It was further agreed to maintain the public liability cover.

MOTION CARRIED

Insurance Valuation: Members resolved not to have an insurance valuation undertake.

MOTION CARRIED

PDS & FSG: Copies of all product disclosure and Financial service guides for your Insurer can be can be easily located by visiting: <https://www.stratarama.com.au/general-information-and-pds/>

Contents & Landlord Protection covers: Stratarama advise the group that the Building policy contains neither contents nor landlord protection. The legal/ Public liability covers applied to the building also do not extend to the inside of a Lot/ unit. It is advisable for the Members to individually source these covers even during periods where the unit may be unoccupied. Tenant and Owner contents include such items as carpet, light fittings and curtains. Some options for these covers can be found via the Stratarama website: <https://www.stratarama.com.au/landlord-and-contents-insurance/>

7. General Business / Maintenance:

a) Fencing Works: The manager advised that the fencing works for the complex have been completed by Fusion Group, at the time of the works being undertaken the manager would like to thank all members for their support and especially Mr Gates (Lot 2) who has been able to provide the authorisation on the variations as and when they were approached. Post the works being completed (Almost four months) our office was contacted by the next door neighbour who had raised concerns about the workmanship.

Our office got in touch with the contractor and have resolved the issue; however members at the meeting have also reported of the works that needs addressing for which the manager will be organising the contractor to come on site and meet with Mr Gates (Lot 2) so that the concerns are addressed prior to paying the full and final payment to the contractor.

The contractor will also be asked to provide specific measurements of the boundary fence between the unit and next door neighbour, it was also highlighted that with recent construction on the neighbouring property the owners have undertaken the fencing works upon themselves but there are still concerns on the workmanship that needs addressing.

The Manager will be organising the meet up the contractor and Mr Gates (Lot 2).

MOTION CARRIED

b) Unit 4 Salt Damp: The manager tabled the quote received from Tech Dry Solution for the total cost of \$1,650.00 to undertake the repairs, it was noted that Lot 2 (Mr Gates) also have similar issues around the bathroom, brick wall at the rear of the unit. Members suggested that it would be prudent to have the salt damp issue addressed collectively, chances are that there may be multiple units in the complex who would be facing similar issue/s but are not yet aware.

Prior to sending out contractor the manager will write to all owners requesting them to please inspect their unit and report any signs for salt damp visible on the unit.

maintenance activity for the Corporation.

MOTION CARRIED

c) Drop Between Unti 3 & 4: Prior to the meeting the manager had circulated 2 x quote each from, HPG Insurance \$4,778.13 and Astute Building Group \$4,704.22 both contractor advised that the fall between the two units is a hazard and if there is no prop installed it poses a tripping hazard. To avoid any hazard the manager had issued the work order to HPG insurance to carry out the make safe work.

Members at the meeting acknowledged that the repairs are to be undertaken and the cost are to identical, the manager will be seeking an update on the quotes and upon receiving these will be put to all owners via an EGM Voting Platform so that an informed decision can be achieved, and the repairs can we undertaken.

MOTION CARRIED

e) Unit 7 Garage Ceiling: Manager advised all present that prior to the meeting it was reported that the garage ceiling is starting to bow and is resting on the garage door. There is also some peeling paint. The manager has requested 2 x contractor to provide quotes and advise the reason for it to bow, upon receiving this will be submitted to the committee and this will be further discussed.

MOTION CARRIED

f) Woodworks: Owners present advised that multiple unit(s) at the complex are showing signs of wood rot that would need to be looked at, it was also noted that the led flashing between the roof will also need to be included, the manager will engage 2 x contractors to schedule a time with Mr Gates (Lot 2) to inspect all units and present an itemised quote for each individual unit(s). Upon receiving the quotes, it will be circulated to all units for their perusal to have an informed decision.

MOTION CARRIED

Termites: Members note that the responsibility to inspect, treat and maintain (including termite damage repairs) is the responsibility of the Corporation. The Corporation may elect to undertake a termite inspection.

Authorised vs Non-Approved Repairers: The Corporation utilise the services of ARM to check, report and monitor the insurances, ABN, licenses and registrations of Contractors used on this site. This has been set to reduce the Corporations potential liability in this area. If the Corporation wishes to use a Contractor that is not ARM approved, Stratarama can be instructed by the Office Bearers in writing to do so. It is noted that the Owner may be personally liable for any loss, damage, defective work or public liability claim made, involving any unapproved Contractor.

8. Administrative Fund Budget:

The budget for the coming period was presented by the Manager. It was resolved that the proposed budget be accepted with contributions being set annually at \$17,500.00

Contributions will be raised quarterly according to unit entitlement, as per the budget schedule.

If the costs met by the Corporation in this period is less than the projected budget, the surplus funds will be carried over for future maintenance costs.

MOTION CARRIED**9. Sinking Fund Budget:**

The budget for the coming period was presented by the Manager. It was resolved that the proposed budget be accepted with contributions being set annually at \$2,000.00.

Contributions will be raised quarterly according to unit entitlement, as per the budget schedule.

The Manager advised that under existing legislation, any Corporation consisting of 7 units or more must undertake a sinking fund analysis for non-recurrent expenses which may be incurred. This analysis should forecast the upcoming 3 years for groups of 7+ units and 5 years for groups of 20 or more.

There is no requirement on Members to obtain a Quantity Survey Sinking forecast, nor for Members to act upon any budget presented. Stratarama takes no responsibility for any forecast provided by Stratarama direct or decisions made by the group when setting a sinking fund contribution

Members do not currently have a sinking fund.

Levies Due: Levies will fall due on the following dates- 1st of January, 1st of April, 1st of July, 1st of October.

NOTE: Members at the meeting discussed the budget in detail and acknowledged that with the rising cost in maintenance, insurance premium, and few capital works in the complex that needs addressing the corporation would need to increase the budget, plus to cover the prior period deficit as shown in the proposed budget will need to be addressed. Considering these factors the proposed budget has been accepted.

The Manager also pointed out that currently the quarterly fees for the month of October was not raised and we are almost reaching January, it was agreed that the manager would raise two sets of Levy one for October and another for January, with the festive season on the horizon all members will be provided with an extension upto 31st of January to cover the cost of the levies, and no additional charge (interest on arrears and Late fees) will be charged on to the owners.

Special Levy Authority/ Shortfall of Funds: Where the Corporation has insufficient funds to meet its recurrent expenditure, the Manager is authorised to raise a special levy necessary to raise sufficient funds to cover the shortfall and ensure the Corporation is able to continue to meet its financial obligations. The Manager would raise such levy after consultation with the groups Presiding Officer, in accordance with the entitlement values of each unit for payment by those registered as proprietors of each unit.

10. Levy Arrears/ Recovery of Overdue Contributions:

In accordance with the governing legislation, the Corporation will apply interest to arrears at the amount of 15% per annum calculated daily. This interest will be applied where the payment of a contribution/ levy or levy/contribution instalment is not received with-in 30 days of the due date. The Presiding Officer and/or Committee is authorised to waive penalty interest charges in circumstances of extreme adversity at their discretion only.

Stratarama is authorised (with no further authority required) to take action to recover all associated costs relating to debt recovery from any Owner in arrears, including but not limited to legal fees, administrative costs, service fees, court fees, debt collection costs and commissions payable to third party debt collection providers and any other costs incurred.

Overdue notices are charge to the Owner as follows: a) Stage 1 Debt recovery reminder \$11.00 inc GST

b) Stage 2 Debt recovery reminder \$22.00 inc GST c) Stage 3 Debt recovery reminder \$33.00 inc GST

MOTION CARRIED**11. Policies:**

Correspondence Delivery: Where possible it is recommended that Members supply an email address and that this is utilised for correspondence delivery so as to receive all notifications and information from Management and the Committee as soon as possible. Members are responsible for notifying management of any changes to their contact details (including Property management and Tenant details) ASAP to prevent delivery failure of notices, levies and other information which may result in additional fees and costs to the individual. These costs are recoverable per the above levy arrears policy.

Owner Contact Register: The Corporation is required to maintain a register of unit Owner contact information in accordance with the current legislation. This information is accessible by Members, and personal contact information may be provided to Contractors attending site.

Approvals, Additions and Alterations: Any approval sought by a unit Owner outside of the Annual General meeting may require a special meeting to be held to resolve the request. Any request sought which is for the exclusive benefit of one Owner, associated meeting costs would be the responsibility of that Owner. All proposed approvals and alterations must be placed on the Agenda of the upcoming meeting so that they can be considered by the Members per the legislative requirements.

12. Approvals Sought:

All approvals proposed are to be voted on in accordance with current legislative requirements. These applications must be recorded on the Agenda for the meeting.

13. Any Other Business: No Other business was tabled.

General Notes:

After-Hours Emergency Maintenance: Stratarama will have available to Members an afterhours contractor available to handle all queries outside of business hours that are of an emergency nature. Simply contact the Stratarama office in event of an emergency to be directed to the contractors contact details.

14. Next Scheduled Meeting:

The next AGM for your Corporation is scheduled to be held at 11.00 am on or around Monday the 6th of May 2024. The meeting is tentatively to be held on Zoom.

15. Meeting Closure:

There being no further business, attendees were thanked for their presence and the meeting declared closed at 11.00 am.



Approved Budget to apply from 01/04/2023

Strata Corporation 6541 Inc

Hope Valley, 37 Crissoula Avenue, HOPE VALLEY
SA 5090

Administrative Fund

**Approved
budget**

Revenue

| | |
|----------------------|-----------|
| Levies Due--Admin | 17,500.00 |
| <i>Total revenue</i> | 17,500.00 |

Less expenses

| | |
|------------------------------------|-----------|
| Admin--Agent Communication & info | 585.00 |
| Admin--Auditors--Audit Services | 150.00 |
| Admin--Bank Charges--Account Fees | 50.00 |
| Admin--Contractor Compliance Check | 92.00 |
| Admin--Income Tax Returns--Admin | 110.00 |
| Admin--Management Fees--Standard | 1,575.00 |
| Admin--Meeting Fee--Daytime | 99.00 |
| Insurance--Premiums | 6,700.00 |
| Maint Bldg--General Repairs | 1,000.00 |
| Maint Bldg--Plumbing & Drainage | 1,500.00 |
| Maint Grounds--Lawns & Gardening | 2,500.00 |
| Utility--Water Usage | 2,250.00 |
| <i>Total expenses</i> | 16,611.00 |

Surplus/Deficit

| | |
|-----------------|------------|
| | 889.00 |
| Opening balance | (4,347.56) |

Closing balance

-\$3,458.56

| | |
|--|----------|
| Total units of entitlement | 100 |
| Levy contribution per unit entitlement | \$175.00 |

Strata Corporation 6541 Inc

Hope Valley, 37 Crissoula Avenue, HOPE VALLEY
SA 5090

Sinking Fund

**Approved
budget**

Revenue

| | |
|---------------------------|-----------------|
| Levies Due-- Sinking Fund | 2,000.00 |
| <i>Total revenue</i> | <u>2,000.00</u> |

Surplus/Deficit

| | |
|-----------------|-----------------|
| | <u>2,000.00</u> |
| Opening balance | 22,960.44 |

Closing balance

\$24,960.44

| | |
|--|---------|
| Total units of entitlement | 100 |
| Levy contribution per unit entitlement | \$20.00 |



Approved Levy Schedule to apply from 01/04/2023

Strata Corporation 6541 Inc

Hope Valley, 37 Crissoula Avenue, HOPE VALLEY
SA 5090

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

| Lot | Unit | Unit Entitlement | Admin Fund | Sinking Fund | Quarterly Total | Annual Total |
|-----|------|------------------|-------------------|-----------------|-------------------|--------------------|
| 1 | 1 | 12.00 | 525.00 | 60.00 | 585.00 | 2,340.00 |
| 2 | 2 | 11.00 | 481.25 | 55.00 | 536.25 | 2,145.00 |
| 3 | 3 | 11.00 | 481.25 | 55.00 | 536.25 | 2,145.00 |
| 4 | 4 | 11.00 | 481.25 | 55.00 | 536.25 | 2,145.00 |
| 5 | 5 | 11.00 | 481.25 | 55.00 | 536.25 | 2,145.00 |
| 6 | 6 | 11.00 | 481.25 | 55.00 | 536.25 | 2,145.00 |
| 7 | 7 | 11.00 | 481.25 | 55.00 | 536.25 | 2,145.00 |
| 8 | 8 | 11.00 | 481.25 | 55.00 | 536.25 | 2,145.00 |
| 9 | 9 | 11.00 | 481.25 | 55.00 | 536.25 | 2,145.00 |
| | | 100.00 | \$4,375.00 | \$500.00 | \$4,875.00 | \$19,500.00 |

MINUTES OF THE ANNUAL GENERAL MEETING

STRATA CORPORATION NO. 6541 INC.

ADDRESS: 37 Crissoula Ave, HOPE VALLEY SA 5090

Meeting held on: Tuesday the 10th of May 2022

Time of meeting commencement: 4:00 PM

Meeting held at: Offices of Stratarama – 3/670 Anzac Highway, Glenelg SA 5045. & Online

PRESENT:

| | |
|-------------------------------|----------------------------|
| Daniel William Long | UNIT 1 |
| Gregory Leslie Gates | UNIT 2 (4.20 pm via phone) |
| Norman Eric & Kerry Faye Ball | UNIT 6 |
| Sarah Alicia Espley | UNIT 7 |
| Alan John | UNIT 8 |

PRESENT BY PROXY:

IN ATTENDANCE: Mr Lionel Colaco representing Stratarama Pty Ltd.

PROCEEDINGS

QUORUM: The Manager declared that a quorum was in attendance at this meeting, by way of attendance and/or proxy. 5 of 9 owners in attendance.

Declaration of Interest: All Members (or Nominee) must declare any interest that they may have in relation to any matters being discussed or determined at this meeting. These pecuniary interests may be either direct or indirect in nature.

Minutes' Documentation: Several sections of the Minutes are repeated and recorded at each meeting. As such those matters may not be discussed to the same extent each year. These appear in full for the benefit of new group Members, so that they may have a strong understanding of the group's decisions.

1. **Chair:**

In accordance with current legislation, the representative from Stratarama may only chair the meeting if a majority of Members present or represented by proxy are in favour. Stratarama have no rights to vote at this meeting, except where exercising a proxy vote in accordance with the wishes of a Member, as their proxy. The Manager advised Members as to the proxies recorded for the meeting and advised that these are available for inspection. It was agreed that the Manager would act as the Secretary for this meeting, chair and record the minutes. Motion Passed.

MOTION CARRIED

2. **Acceptance of Previous Minutes:**

Minutes of the last meeting held by the group were resolved as a true and correct record of the meeting.

- Any outstanding matters arising from previous Minutes are discussed under the appropriate Agenda headings for this meeting.
- Correspondence is available to be accessed by Members via the online unit Owners portal. Each Member has the right to inspect records held by the Corporation and may do so by contacting management to arrange a suitable time during business hours.

3. Acceptance of Financial Reports/ Statements:

The statement of accounts for the financial period ending 31-03-2022 were circulated to Members for review prior to the meeting. These financial statements were accepted by Members.

- Audit N.B: An audit of trust accounts held by Stratarama is undertaken annually by an accredited Auditor as required. A copy of the report will be made available annually on the online Owners portal and can be sent to you direct by request to Stratarama.

MOTION CARRIED**4. Appointment of Manager/ Management:**

It was resolved that:

- Stratarama Pty Ltd and/or their Nominee be appointed to assist the Corporation with management services. These services are those delegated as per the **Strata Title Act 1988**.
- Stratarama be remunerated by a primary annual management fee of \$1,575.00 inclusive of GST.
- Stratarama be remunerated for other service fees as outlined in the management agreement. The Presiding Officer is authorised to sign this agreement.
- The appointment be made for a period of 12 months from the date of this meeting and that upon expiry, management will continue on a month by month basis until the next meeting or the delegation of powers is revoked.
- Anthony Johnson be appointed as Public Officer to act on behalf of the group in all taxation related matters.
- The services provided by Stratarama Pty Ltd are in accordance with the **Strata Titles Act 1988 –section 23 (6)** and per the details outlined in the explanatory pamphlet (available from stratarama.com.au and by direct request of the Member)

MOTION CARRIED**5. Election of Office Bearers & Committee:**

It was resolved that the following appointments be made for the coming period:

- | | | |
|----------------------|----------------------|--------|
| • Presiding Officer: | Gregory Leslie Gates | Unit 2 |
| • Treasurer: | Kerry Faye Ball | Unit 3 |
| • Secretary: | Kerry Faye Ball | Unit 3 |

It was further confirmed that a Committee be appointed consisting of:

- All Office Bearers listed above

*Office Bearers do not have the power to vary the common property, grant exclusive rights, authorise any capital works or approve any installations or additions. Office Bearers do not have the power to resolve any matter for which a Special or Unanimous resolution is required. Office Bearers are authorised to oversee routine maintenance of the Corporation and oversee the adherence of Articles.

*The Committee may be empowered by the Corporation to make further decisions at properly convened Committee meetings. Committee meetings must be held in accordance with the Strata Titles Act 1988. An Agenda needs to be forwarded to all Committee Members and proper meeting minutes detailing the decisions made must be kept (copies to be held in the Corporation records).

MOTION CARRIED

6. Insurance; Review of Policies and Sums Insured:

Stratarama advised the Corporation that **Section 30 of the Strata Titles Act 1988** requires the Corporation Owners to insure the property for full replacement value or reinstatement value. This includes all buildings and building improvements (including the costs to demolish, survey, architectural and engineering works/ plans and all other costs). Stratarama suggest regular insurance valuations of the property to ensure compliance and appropriate cover.

Insurance Policy Breakdown:

| | |
|---------------------------|--------------------------------|
| Building Cover: | \$3,120,075 |
| Public/ Legal Liability: | \$30,000,000 |
| Office Bearers Cover: | \$500,000.00 |
| Fidelity Guarantee Cover: | \$100,000 |
| Flood Inclusion Cover: | Included, refer Policy details |

Excess: \$300 on all claims

Current Insurer: Allianz Australia Insurance Broker: Honan Insurance Due: 01/06/2022.

Excess Payments: Members have previously resolved that; insurance excesses will be payable by the Corporation.

Claims: Stratarama advises that to ensure claims and insurance renewals are processed correctly, Members must report all possible claims as soon as possible.

Standing Direction: To ensure compliance of current legislation, the Corporation agree to grant a standing direction to Stratarama Pty Ltd to renew the Corporation insurance (including obtaining quotes and changing Insurers) per direction of the Members at a meeting of the Corporation, or as instructed by the Office Bearers where empowered to do so. It is noted that Stratarama Pty Ltd may receive a commission for placing your insurance of up to 20%. Any commissions payable to Stratarama are disclosed in our management agreement.

Insurance Renewal: Members advised the Manager to retain the Building sum insured to \$3,120,075.00 It was further agreed to maintain the public liability cover.

MOTION CARRIED

Insurance Valuation: Members resolved not to have an insurance valuation undertaken at this stage. This will be reviewed at the next year meeting.

MOTION CARRIED

PDS & FSG: Copies of all product disclosure and Financial service guides for your Insurer can be easily located by visiting: <https://www.stratarama.com.au/general-information-and-pds/>

Contents & Landlord Protection covers: Stratarama advise the group that the Building policy contains neither contents nor landlord protection. The legal/ Public liability covers applied to the building also do not extend to the inside of a Lot/ unit. It is advisable for the Members to individually source these covers even during periods where the unit may be unoccupied. Tenant and Owner contents include such items as carpet, light fittings and curtains. Some options for these covers can be found via the Stratarama website: <https://www.stratarama.com.au/landlord-and-contents-insurance/>

7. General Business / Maintenance:

a) Divisional Fencing & Unit 6 (Boundary and front fence): At the meeting the manager tabled the 2 x quotes received from Fusion Group of services- \$31,725.00 and another from MK Fencing (front & rear fence U6) Front fence being \$2,480.00, and boundary fence - \$1,816.00, the owners advised that the quote from Fusion group does cover Unit 6 (front and rear fence) and pointed out that the divisional fence towards the southern wall nearing unit 6 onwards are currently in bad condition compared to the other units and consideration should be prioritised accordingly.

Owners queried if the corporation has enough funds (Sinking) to cover the existing cost or alternatively should postponement the project till the funds are available, to which the manager suggested that in the last eighteen months the prices in the building industry have spiked and no contractors are willing to hold the prices for more than six months, unless the corporation is willing to raise a once off levy to cover the deficit, which would be approximately \$11K.

The owners at the meeting suggested that given the scope and the cost involved it would be prudent to at least seek minimum of 2 x quotes if not three, once these are received it should be circulated to all owners for their perusal. The manager advised due to the current scenario (covid) most of the contractor are having a minimum lead time of 2 x weeks; further requested owners if they know of any contractor(s) of their preference to seek an independent quote. After a lengthy discussion the manager suggested the following;

- a) **Fusion group:** The Manager will write to fusion group if they are willing to hold the price and provide a breakdown of the works and the cost in 3 x stages.
- b) **Seeking multiple quote(s):** The manager will circulate the scope provided by fusion group and request the contractors to meet Mr Gate (lot 2) point of contact on site, and the contractors would be requested to submit their quotation by mid-June 22.
- c) **Raising Special Levies:** The Manager suggested that instead of raising the shortfall as once off, instead the project be divided in three stages, (where the works would commence first from a) Unit 9 to Unit 6. The second stage from Unit 5 to Unit 3 and the last stage would be Unit 2 and unit 1.) Currently the corporation holds \$20K in the sinking fund which is sufficient to cover the 1st and possibly the second stage prior to the third stage a special levy will be raised or even earlier depending on the costings at the time.
- d) **Boundary fencing:** If there are any shared boundary fences with neighbouring properties, the cost of those fences will be negotiated with the neighbours.

The above suggestion were discussed at length and were agreed upon by all present.

MOTION CARRIED.

b) Fascia wood works (possibly need replacing/ painting): Owners present advised that multiple unit(s) at the complex are showing signs of wood rot that would need to be looked at, the manager will engage 2 x contractors to schedule a time with Mr Gates (Lot 2) to inspect all units and present an itemised quote for each individual unit(s). Upon receiving the quotes, it will be circulated to all units for their perusal to have an informed decision.

MOTION CARRIED.

c) Slush Funds: At the meeting the owners advised that with the previous management, the owners had the ability to inspect the slush funds as well as the financial position to the corporation funds, to which the manager advised that an online portal facility is currently available to all owners, to which the manager will re-send the login details to owners to access relevant information.

MOTION CARRIED.

Termites: Members note that the responsibility to inspect, treat and maintain (including termite damage repairs) is the responsibility of the Corporation. The Corporation may elect to undertake a termite inspection.

MOTION CARRIED.

Authorised vs Non-Approved Repairers: The Corporation utilise the services of ARM to check, report and monitor the insurances, ABN, licenses and registrations of Contractors used on this site. This has been set to reduce the Corporations potential liability in this area. If the Corporation wishes to use a Contractor that is not ARM approved, Stratarama can be instructed by the Office Bearers in writing to do so. It is noted that the Owner may be personally liable for any loss, damage, defective work or public liability claim made, involving any unapproved Contractor.

8. **Administrative Fund Budget:**

The budget for the coming period was presented by the Manager. It was resolved that the proposed budget be accepted with contributions being **set annually at \$12,000.00**

Contributions will be raised quarterly according to unit entitlement, as per the budget schedule.

If the costs met by the Corporation in this period is less than the projected budget, the surplus funds will be carried over for future maintenance costs.

MOTION CARRIED

9. **Sinking Fund Budget:**

The budget for the coming period was presented by the Manager. It was resolved that the proposed budget be accepted with contributions being **set annually at \$1,500.00**.

Contributions will be raised quarterly according to unit entitlement, as per the budget schedule.

The Manager advised that under existing legislation, any Corporation consisting of 7 units or more must undertake a sinking fund analysis for non-recurrent expenses which may be incurred. This analysis should forecast the upcoming 3 years for groups of 7+ units and 5 years for groups of 20 or more.

There is no requirement on Members to obtain a Quantity Survey Sinking forecast, nor for Members to act upon any budget presented. Stratarama takes no responsibility for any forecast provided by Stratarama direct or decisions made by the group when setting a sinking fund contribution

Members do not currently have a sinking fund.

Levies Due: Levies will fall due on the following dates- 1st of July, 1st of October, 1st of January, 1st of April.

Special Levy Authority/ Shortfall of Funds: Where the Corporation has insufficient funds to meet its recurrent expenditure, the Manager is authorised to raise a special levy necessary to raise sufficient funds to cover the shortfall and ensure the Corporation is able to continue to meet its financial obligations. The Manager would raise such levy after consultation with the groups Presiding Officer, in accordance with the entitlement values of each unit for payment by those registered as proprietors of each unit.

10. **Levy Arrears/ Recovery of Overdue Contributions:**

In accordance with the governing legislation, the Corporation will apply interest to arrears at the amount of 15% per annum calculated daily. This interest will be applied where the payment of a contribution/ levy or levy/contribution instalment is not received with-in 30 days of the due date. The Presiding Officer and/or Committee is authorised to waive penalty interest charges in circumstances of extreme adversity at their discretion only.

Stratarama is authorised (with no further authority required) to take action to recover all associated costs relating to debt recovery from any Owner in arrears, including but not limited to legal fees, administrative costs, service fees, court fees, debt collection costs and commissions payable to third party debt collection providers and any other costs incurred.

Overdue notices are charge to the Owner as follows: a) Stage 1 Debt recovery reminder \$11.00 inc GST
b) Stage 2 Debt recovery reminder \$22.00 inc GST c) Stage 3 Debt recovery reminder \$33.00 inc GST

MOTION CARRIED

11. Policies:

Correspondence Delivery: Where possible it is recommended that Members supply an email address and that this is utilised for correspondence delivery so as to receive all notifications and information from Management and the Committee as soon as possible. Members are responsible for notifying management of any changes to their contact details (including Property management and Tenant details) ASAP to prevent delivery failure of notices, levies and other information which may result in additional fees and costs to the individual. These costs are recoverable per the above levy arrears policy.

Owner Contact Register: The Corporation is required to maintain a register of unit Owner contact information in accordance with the current legislation. This information is accessible by Members, and personal contact information may be provided to Contractors attending site.

Approvals, Additions and Alterations: Any approval sought by a unit Owner outside of the Annual General meeting may require a special meeting to be held to resolve the request. Any request sought which is for the exclusive benefit of one Owner, associated meeting costs would be the responsibility of that Owner. All proposed approvals and alterations must be placed on the Agenda of the upcoming meeting so that they can be considered by the Members per the legislative requirements.

12. Approvals Sought:

All approvals proposed are to be voted on in accordance with current legislative requirements. These applications must be recorded on the Agenda for the meeting.

13. Any Other Business:

Communication: It was noted that the communication has been a bit slow (response), to which the manager advised this would no longer be the case and any communication(s) would be responded in timely manner.

MOTION CARRIED.

General Notes:

After-Hours Emergency Maintenance: Stratarama will have available to Members an afterhours contractor available to handle all queries outside of business hours that are of an emergency nature. Simply contact the Stratarama office in event of an emergency to be directed to the contractors contact details.

14. Next Scheduled Meeting:

The next AGM for your Corporation is scheduled to be held at 4.00 pm on or around Tuesday the 9th of May 2023. The meeting is tentatively to be held in the office of Stratarama & Zoom link will be provided to all Owners.

15. Meeting Closure:

There being no further business, attendees were thanked for their presence and the meeting declared closed at 5.10 pm.



Approved Budget to apply from 01/04/2022

Strata Corporation 6541 Inc

Hope Valley, 37 Crissoula Avenue, HOPE VALLEY
SA 5090

Administrative Fund

Approved
budget

Revenue

| | |
|----------------------|------------------|
| Levies Due--Admin | 12,000.00 |
| <i>Total revenue</i> | <u>12,000.00</u> |

Less expenses

| | |
|------------------------------------|------------------|
| Admin--Agent Communication & info | 585.00 |
| Admin--Auditors--Audit Services | 150.00 |
| Admin--Bank Charges | 95.00 |
| Admin--Contractor Compliance Check | 92.00 |
| Admin--Management Fees--Standard | 1,575.00 |
| Admin--Meeting Fee-Daytime | 99.00 |
| Insurance--Premiums | 6,446.00 |
| Maint Bldg--General Repairs | 1,000.00 |
| Maint Bldg--Plumbing & Drainage | 1,500.00 |
| Maint Grounds--Lawns & Gardening | 2,750.00 |
| Utility--Electricity | 355.00 |
| Utility--Water Usage | 1,950.00 |
| <i>Total expenses</i> | <u>16,597.00</u> |

Surplus/Deficit

(4,597.00)

Opening balance 202.42

Closing balance

-\$4,394.58

Total units of entitlement 100

Levy contribution per unit entitlement \$120.00

Strata Corporation 6541 Inc

Hope Valley, 37 Crissoula Avenue, HOPE VALLEY
SA 5090

Sinking Fund

**Approved
budget**

Revenue

| | |
|---------------------------|-----------------|
| Levies Due-- Sinking Fund | 1,500.00 |
| <i>Total revenue</i> | <u>1,500.00</u> |

Surplus/Deficit

| | |
|-----------------|-----------|
| Opening balance | 21,453.87 |
|-----------------|-----------|

Closing balance

| | |
|--|---------------------------|
| | <u><u>\$22,953.87</u></u> |
|--|---------------------------|

| | |
|--|---------|
| Total units of entitlement | 100 |
| Levy contribution per unit entitlement | \$15.00 |



Approved Levy Schedule to apply from 01/04/2022

Strata Corporation 6541 Inc

Hope Valley, 37 Crissoula Avenue, HOPE VALLEY
SA 5090

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

| Lot | Unit | Unit Entitlement | Admin Fund | Sinking Fund | Quarterly Total | Annual Total |
|-----|------|------------------|-------------------|-----------------|-------------------|--------------------|
| 1 | 1 | 12.00 | 360.00 | 45.00 | 405.00 | 1,620.00 |
| 2 | 2 | 11.00 | 330.00 | 41.25 | 371.25 | 1,485.00 |
| 3 | 3 | 11.00 | 330.00 | 41.25 | 371.25 | 1,485.00 |
| 4 | 4 | 11.00 | 330.00 | 41.25 | 371.25 | 1,485.00 |
| 5 | 5 | 11.00 | 330.00 | 41.25 | 371.25 | 1,485.00 |
| 6 | 6 | 11.00 | 330.00 | 41.25 | 371.25 | 1,485.00 |
| 7 | 7 | 11.00 | 330.00 | 41.25 | 371.25 | 1,485.00 |
| 8 | 8 | 11.00 | 330.00 | 41.25 | 371.25 | 1,485.00 |
| 9 | 9 | 11.00 | 330.00 | 41.25 | 371.25 | 1,485.00 |
| | | 100.00 | \$3,000.00 | \$375.00 | \$3,375.00 | \$13,500.00 |



STRATA COMMUNITY INSURANCE

stratacommunityinsure.com.au

T 1300 SCINSURE (1300 724 678)
E myenquiry@scinsure.com.au
A 12 Tucker Street, Adelaide SA 5000

CERTIFICATE OF CURRENCY

THE INSURED

| | |
|------------------------|--|
| POLICY NUMBER | SRSC21003505 |
| PDS AND POLICY WORDING | Residential Strata PDS & Policy Wording SCI034-Policy-RS-PPW-02/2021 |
| THE INSURED | Strata Corporation No. 6541 Inc. |
| SITUATION | 37 Crissoula Avenue Hope Valley SA 5090 |
| PERIOD OF INSURANCE | Commencement Date: 4.00pm on 01/06/23 Expiry Date: 4.00pm on 01/06/24 |
| INTERMEDIARY | Stratarama Pty Ltd |
| ADDRESS | 74 Brighton Road Glenelg East SA 5045 |
| DATE OF ISSUE | 8 April 2024 |

POLICY LIMITS / SUMS INSURED

| | | | |
|------------|---|---|-------------------------|
| SECTION 1 | PART A | 1. Building Common Area Contents | \$3,120,075 \$31,201 |
| | | 2. Terrorism Cover under Section 1 Part A2 | Applies |
| | PART B | Loss of Rent/Temporary Accommodation | \$468,011 |
| SECTION 1 | OPTIONAL COVERS | 1. Flood | Included |
| | | 2. Floating Floors | Included |
| SECTION 2 | Liability | | \$30,000,000 |
| SECTION 3 | Voluntary Workers | | \$200,000/\$2,000 |
| SECTION 5 | Fidelity Guarantee | | \$100,000 |
| SECTION 6 | Office Bearers' Liability | | \$500,000 |
| SECTION 8 | Catastrophe | | \$936,023 |
| SECTION 9 | PART A - Government Audit Costs - Professional Fees | | \$25,000 |
| | PART B - Appeal Expenses | | \$100,000 |
| | PART C - Legal Defence Expenses | | \$50,000 |
| SECTION 10 | Lot Owners' Fixtures and Improvements | | \$300,000 |

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder or any noted interested parties. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.



STRATA COMMUNITY INSURANCE

stratacommunityinsure.com.au

T 1300 SCINSURE (1300 724 678)
E myenquiry@scinsure.com.au
A 12 Tucker Street, Adelaide SA 5000

CERTIFICATE OF CURRENCY

THE INSURED

| | |
|------------------------|--|
| POLICY NUMBER | SRSC21003505 |
| PDS AND POLICY WORDING | Residential Strata PDS & Policy Wording SCI034-Policy-RS-PPW-02/2021 |
| THE INSURED | Strata Corporation No. 6541 Inc. |
| SITUATION | 37 Crissoula Avenue Hope Valley SA 5090 |
| PERIOD OF INSURANCE | Commencement Date: 4.00pm on 01/06/23 Expiry Date: 4.00pm on 01/06/24 |
| INTERMEDIARY | Stratarama Pty Ltd |
| ADDRESS | 74 Brighton Road Glenelg East SA 5045 |
| DATE OF ISSUE | 8 April 2024 |

POLICY LIMITS / SUMS INSURED

| | | | |
|------------|---|---|-------------------------|
| SECTION 1 | PART A | 1. Building Common Area Contents | \$3,120,075 \$31,201 |
| | | 2. Terrorism Cover under Section 1 Part A2 | Applies |
| | PART B | Loss of Rent/Temporary Accommodation | \$468,011 |
| SECTION 1 | OPTIONAL COVERS | 1. Flood | Included |
| | | 2. Floating Floors | Included |
| SECTION 2 | Liability | | \$30,000,000 |
| SECTION 3 | Voluntary Workers | | \$200,000/\$2,000 |
| SECTION 5 | Fidelity Guarantee | | \$100,000 |
| SECTION 6 | Office Bearers' Liability | | \$500,000 |
| SECTION 8 | Catastrophe | | \$936,023 |
| SECTION 9 | PART A - Government Audit Costs - Professional Fees | | \$25,000 |
| | PART B - Appeal Expenses | | \$100,000 |
| | PART C - Legal Defence Expenses | | \$50,000 |
| SECTION 10 | Lot Owners' Fixtures and Improvements | | \$300,000 |

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STATEMENT PURSUANT TO SECTION 41 OF THE STRATA TITLES ACT 1988



Date of Statement: 5 April 2024

Unit in respect of which the Statement is issued: **Unit 7, in Units Plan No. 6541**
located at **Hope Valley, 37 Crissoula Avenue, HOPE VALLEY SA 5090**

Person requesting certificate: **Name: Ashleigh Mannix**
Address: First National Burton Groves

The Strata corporation certifies and furnishes the following with respect to the Unit:

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

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

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

| Amount | Dates due |
|-----------------|--|
| \$481.25 | 01 Jul 2023 to 30 Sep 2024 (Paid) |
| \$481.25 | 01 Oct 2023 to 31 Dec 2024 (Paid) |
| \$481.25 | 01 Jan 2024 to 31 May 2024 (Paid) |
| \$481.25 | 01 Apr 2023 to 30 Jun 2024 (Paid) |

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

Sinking fund – contributions payable by regular periodic instalments or lump sum (section 76(1))

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

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

| Amount | Dates due |
|---------|--|
| \$55.00 | 01 Jul 2023 to 30 Sep 2024 (Paid) |
| \$55.00 | 01 Oct 2023 to 31 Dec 2024 (Paid) |
| \$55.00 | 01 Jan 2024 to 31 May 2024 (Paid) |
| \$55.00 | 01 Apr 2023 to 30 Jun 2024 (Paid) |

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

Contribution Recovery: As per the Act 'The Corporation may recover an unpaid contribution such as debt from the unit holder of the unit in respect of which the contribution is payable (If Outstanding levies are unpaid/not adjusted at the time of settlement then it would be the New Owners to clear the dues).

Special contributions

None

Particulars of Assets and Liabilities of the Corporation

Please refer to the copy of the Balance Sheet attached, at the date of this Statement.

Particulars of any Expenditure

(a) Incurred by the Corporation

As per the Minutes provided: Further, we were appointed as Managers in 2019, as such we take no responsibility for the accuracy of any information provided prior to our management.

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

As per the Minutes provided: Further, we were appointed as Managers in 2019, as such we take no responsibility for the accuracy of any information provided prior to our management.

Documents Supplied

- Minutes of general meetings of the corporation and meetings of the management committee for the last two years
- Statement of Accounts of the corporation last prepared by the corporation
- The Articles for the time being in force
- The current policies of insurance taken out by the corporation

Insurance policies

Particulars of all insurance policies taken out by the strata corporation.

Policy No. SRSC2100350 Strata Community Insurance
5

Type: Strata Broker:

Premium: \$6,108.32 Paid on: 21/07/2023 Policy start date: 01/06/2023 Next due: 01/06/2024

| Cover | Sum insured | Excess | Notes |
|---------------------------------------|-------------------|------------|-------------------------------------|
| Building/common Property Defence | \$3,120,075.00 | \$1,000.00 | \$2,500 Water Damage, \$1,000 Legal |
| Common Area Contents | \$31,201.00 | \$1,000.00 | |
| Loss Of Rent/temp Accommodation | \$468,011.00 | \$1,000.00 | |
| Public Liability | \$30,000,000.00 | \$1,000.00 | |
| Fidelity | \$100,000.00 | \$1,000.00 | |
| Office Bearers | \$500,000.00 | \$1,000.00 | |
| Lot Owners Fixtures & Improvements | \$300,000.00 | \$1,000.00 | |
| Catastrophe | \$936,023.00 | \$1,000.00 | |
| Voluntary Workers | \$200,000/\$2,000 | \$1,000.00 | |
| Government Audit Costs | \$25,000.00 | \$1,000.00 | |
| Appeal Expenses | \$100,000.00 | \$1,000.00 | |
| Legal Defence Expenses | \$50,000.00 | \$1,000.00 | |

NOTE:

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

We advise you to contact the Office prior to settlement to get any updates. Upon settlement, the Purchaser should contact the office ASAP to ensure that their contact information is updated in our system, and levies can be paid without reminder and arrears fees being applied.

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: office@stratarama.com.au or (08) 8276 0426.

***Stratarama takes no responsibility for the accuracy of any documents provided, which have been sourced from archived records prior to our management.**

This Statement was prepared on behalf of Strata Corporation 6541 Inc by

Lionel Colaco

Lionel Colaco



74 Brighton Road, GLENELG SA 5045

**STRATA CORPORATION NO. 6541 INC.
37 Crissoula Avenue, Hope Valley SA**

DISCLAIMER – Stratarama Pty Ltd take no responsibility or liability for any missing, incomplete or otherwise incorrect information provided prior to our management, which we cannot control. The following is a summary of decisions and resolutions resolved by the Corporation. For precise wording the relevant minutes should be consulted.

AGM 9/5/2018

Pet Approval Unit 7: That approval is granted for Unit 7 to house a small to medium sized dog, weighing not more than 15kgs, subject to the following terms and conditions being both met and adhered to; the dog is not allowed to wander on Common Property without supervision & a leash being attached, that the dog is not allowed to defecate in any areas which may be deemed common property. If the dog does so it must be cleaned up immediately by the dog owners, that any faeces be cleaned up daily from the Unit subsidiaries and disposed of in the correct manner, and that the dog not be allowed to create any noise nuisance whereby it will disturb the peaceful enjoyment of the property by other residents nor roam freely. Failure to comply with the above mentioned terms & conditions may result in a request being made for the removal of the dog from the property.

AGM 24/5/2016

Sinking Fund Analysis: That the Body Corporate resolves to adopt the "Sinking Fund Forecast" prepared by Independent Inspections as distributed with the agenda of, and discussed at, this meeting. Works proposed and recommended contribution levels are to be reviewed by the Body Corporate at its Annual General Meetings, every third year."

AGM 2/7/2015

Corporation's Right to Impose Penalties: That, under the instruction of the Corporation's Office Bearers, the Body Corporate Manager may impose on any Unit holder a penalty for any ongoing breaches of the Strata Titles Act (as amended) of up to, and inclusive of, \$500.00 for Residential Strata Corporations or, up to and inclusive of, \$2,000.00 for Commercial Strata Corporations (payable to the Strata Corporation). Subject to there being at least two letters, one of which includes a warning of a penalty being imposed, having been forwarded to the unit owner and or agent concerning the occupants.

AGM 18/11/2014

Pet Approval - Unit 8: That Unit 8 be permitted to keep a small French Bulldog (no more than 30cm in height) in that unit, provided it does not prove to be a nuisance to other residents within the unit group

AGM 5/3/2013

Roller Shutter Installation – All Units: That all the owners be permitted to install roller shutters to the front windows of their unit as long as they are of similar style and colour to those already installed at the corporation, with all installation and ongoing costs being borne by the respective unit owner.

AGM 7/7/2009

Digital Television Reception (not including Foxtel installation): Individual unit owners may install external mounted digital TV antennas to receive a digital service on the condition they are not located on the front of the building.

Small Dog Approval: Unit 3 may keep a small dog as per attachments provided at the meeting subject to the dog not misbehaving and causing distress to other residents, complaints must be in writing and no more than 3 otherwise Strata Data will write to unit 3 and request that the dog is removed.

AGM 8/7/2008

Legal Recoveries: Strata Data is granted approval to seek legal assistance for the recovery of unpaid maintenance contributions or levies which remain unpaid after a period of six weeks from

the due date, having first notified the owner of such action. All costs for the recovery to be borne by the relevant unit owner and become a debt against the unit.

Legal Action for Breach of the Articles (Schedule 3) of the Strata Titles Act 1988: Strata Data is granted approval to seek legal assistance to write to the owner of a unit whereby the occupier has clearly breached the Strata Titles Act and caused distress to other residents of the complex. Provided that at least two letters one of which a warning of legal recourse, have been forwarded to the unit owner and or agent concerning the occupants. The cost of all associated legal fees to be borne by the relevant owner and to become a debt against the unit.

AGM 26/7/2004

Permission to Keep a Small Dog (Unit 8): Discussion took place with regards to approval of a small at unit 8. Matter discussed and approval given in line with the current policy in place with the proviso that should the dog become a pest or nuisance then the Body Corporate have the right to ask for it's removal.

AGM 25/5/2002

Parking (Unit 3): A license be issued for Unit 3 to enable the parking of a tray top unit to the concrete driveway in front of his unit only.

AGM 13/6/1998

Permission to Keep a Small Dog (Unit 4): Unit 4 was given permission to house a small dog for the life of the dog, providing it was not a nuisance to other occupiers and providing it did not continually bark.

AGM 17/6/1997

Window Shutters (Unit 6): Retrospective approval was given to Unit 6 to install window shutters. Further installations of window shutters must be approved by the Strata Corporation.

Common Property: Occupiers were requested to instruct visiting children not to play on the common areas.

Vehicle Repairs: Vehicles must not be repaired on the common areas, and if vehicle oil is not cleaned regularly the strata manager is instructed to clean the oil stains and charge the occupier a \$50 fee.

Flower Bed: Mrs Foord was given permission to plant flowers in a 30 cm strip in the lawn in front of her unit.

AGM 6/11/1991

Legal Recoveries: The strata managers are authorised, without the need for further authority, to levy the costs incurred for all legal recovery costs against the unit holder in default of payment of Corporation contributions and/or levies.

Animals: It was agreed that the Corporation's policy is not to approve future applications to keep an animal.

Security Screen Doors: At unit 1 in accordance with the standard adopted on 16th September, 1985. Parking It was agreed that residents shall not park their vehicles in the central parking area. It was agreed that the central parking area is not to be used for long term parking i.e. over night only.

AGM 23/10/1990

Awnings (Unit 8): Mrs. Simpson sought approval to install outside awnings to Unit 8

AGM 23/10/1989

Signage: It was agreed that a land agent instructed to offer any unit "For Sale" or "To Let", be permitted to erect one sign only, of dimensions not greater than 1.0 x 0.6 metres, which sign must indicate the number of the unit and is to be installed on a single stake as near as practicable to the front boundary of the premises and be removed not later than 24 hours after a contract for sale or letting of the unit has been signed.

AGM 21/10/1988

Pergolas: All unit holders may erect (as agreed on 16th September, 1985) a pergola/veranda in the unit subsidiary subject to local Council approval, that it be erected using first grade materials to

tradesman's standard, and is similar in height, dimension of materials to the construction at Units 1 and 2.

Shade Cloth: All unit holders may clad their pergolas with either black or green shade cloth.

Animals: It is agreed that an application to keep an animal would not receive the required majority consent of the Corporation.

Signage: It was agreed that a land agent instructed to offer any unit "For Sale" or "To let", be permitted to erect one sign only, of dimensions not greater than 1.0 x 0.6 metres, which sign must indicate the number of the unit and is to be installed on two stakes as near as practicable to the front boundary of the premises and be removed not later than 24 hours after a contract for sale or letting of the unit has been signed by a purchaser or tenant.

AGM 4/11/1987

Unit 9: Mr. & Mrs. Foord sought approval to install Fisher shutters on the front two windows, colour of which had been discussed with members previously. Approval granted.

Air Conditioner (Unit 1): Installation of a reverse cycle air conditioner, subject to the conditions discussed at the Inaugural Meeting of the Corporation.

Pergola (Unit 1): The extension of pergola by 1 metre, rear subsidiary yard of Unit 1, subject to Council approval being obtained where necessary.

Animals: Resolved that Ms. Strunk be granted permission to keep her two (2) de-sexed cats, Candy and Honey, at Unit 1 and its subsidiaries.

AGM 20/10/1986

Window Tinting: Unanimously resolved all persons be granted approval for installation of tinting to the inside of windows, subject to the following conditions: SCOTCHTINT, HIGH PERFORMANCE BRONZE, P 15, MAY ONLY BE USED.

AGM 16/9/1995

Approved Alterations and: It was unanimously resolved that all persons from time to time registered as proprietors of units shown on the strata plan be granted the express approval of the corporation for:

Timber Pergolas: Installation of timber pergolas upon the rear yard unit subsidiaries to their respective units, subject to the timberwork thereof being toned in Mission Brown or Sagebrush Green colour and, further, that no cladding of whatsoever description be added to those structures until such time as the committee shall have approved the toning and type of any such materials.

Tool Sheds: Installation of garden tool sheds of olive green colour bond material and of dimensions not greater than 2.0m x 2.0m x 2.0m upon the rear of the rear yard unit subsidiaries to their respective units.

Security Screen Doors: Installation of standard pattern security screen door at their respective units, subject to any such doors installed being of anodised bronze toning.

Air Conditioning (Split): Installation of air conditioning appliances of the split console type, subject to the condition that the compressor unit serving any such appliance is mounted against the rear wall of the unit.

Air Conditioning (Wall): Installation evaporative type air conditioning appliance through the masonry of a wall of the unit, subject to the condition that such appliances shall not be installed in a front wall of any unit, or in any wall which abuts onto a common walkway, or in the case of the two western front units in the western face walls of those units.

Air Conditioning (Evaporative): Installation of evaporative type air conditioning appliances at the roof line of a unit, subject to the condition that such appliance shall be installed only on the rear slope of the roof and, further, that no portion of the appliance shall exceed the height of the upper margin of the ridge capping to the roof.

Air Conditioning (Ducted): Installation of ducted type air conditioning in the roof to ceiling interspace of a unit, subject to the condition that the exhaust trunking thereto shall not exceed the height of the upper margin of the ridge capping to the roof.

Awnings: Installation of external canvas awnings to the windows of units, subject to the conditions that:

(a) The committee shall first approve by unanimous resolution of the committee the toning, supports, fitment, and method of installation and operation of such awnings, and the committee is hereby empowered to issue directions on all such matters.

(b) All external canvas awnings installed at units shall be identical in all respects as to toning and operation thereof.

Animals: It was unanimously resolved that: Mrs. J. K. Jackson be granted the permission of the strata corporation to keep her Chihuahua dog, "Gilbert", at Unit 5 and its subsidiaries during the continuance of her occupation of that unit or the life of the said animal, whichever shall be the lesser period. Mr. B. Tannenbaum be granted the permission of the strata corporation to keep his de-sexed male cat, "Pablo", at Unit 8 and its subsidiaries during the continuance of his occupation of that unit or the life of the said animal, whichever shall be the lesser period; and The introduction onto the parcel of all other animals of whatsoever description be absolutely prohibited.

Land Agents Signs: It was resolved that a Land Agent instructed to offer any unit "For Sale" or "To Let", be permitted to erect one sign only, of dimensions not greater than 1.0 x 0.6 metres, which sign must indicate the number of the unit and is to be installed on a single stake as near as practicable to the front boundary of the premises and be removed not later than 24 hours after a contract for sale or letting of the unit has been signed by a purchaser or tenant.

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 from the outside of the building; **OR**

(b) on any part of the Common Property.

9. The occupier of a Unit may, without the consent of the Strata Corporation, paint, cover or in any 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.

RESIDENTS HOUSE RULES

Of

STRATA CORPORATION NO. 6541 INC.

37 Crissoula Avenue, Hope Valley SA

Addendum to Letting Agreement

Strata Corp. 6541 Inc. 37 Crissoula Avenue HOPE VALLEY 5090.

The following rules have been formulated to ensure that all residents have the privacy comfort and security to which they are entitled.

In renting a unit at the above property I undertake to observe the house rules of Strata Corporation 6541 Inc. and agree to promptly and amicably comply with any of the consequences resulting from a breach of the rules.

I acknowledge that my tenancy will be **terminated immediately** should I, any of my co-tenants or any of my visitors commit any of the following offences:

- Deliberately cause bodily injury to any person.
- Deliberately cause damage to any of the Corporation I Landlord's property.
- Commit any other offence under Section 74 of the Residential Tenancy Act.

I acknowledge that my tenancy will be terminated should I or any of my co-tenants or any of my create a disturbance to other residents by committing any one of the following offences:

Been involved in any domestic violence or loud domestic arguments. • Have held noisy parties in my unit.

- Have played music at a level which disturbs other residents.
- Been responsible for bringing an unroadworthy vehicle onto the property.
- Have made a noise on the common property car park area that has disturbed other residents.
- Have thrown rubbish around the unit area / common area.
- Have caused oil or grease to be deposited on the car park area.
- Consuming alcohol on the common property (car park area).
- Have visitors cars enter the property without approval.

Unit No: _____

Signed: _____

Print Name: _____

Date: _____

Witnessed by: _____

Print Name: _____

Date: _____

Residents Hand Out

1. Motor Vehicles

- 1.1 Unroadworthy vehicles are not permitted to be brought onto or remain on the Corporation's property.
- 1.2 It is prohibited to undertake mechanical repairs or repairs to any part of a motor vehicle on the Corporation's property.
- 1.3 It is prohibited to allow vehicle oil or grease to be deposited on the car park area in unreasonable quantities. Owners responsibility to clean the stain up.
- 1.4 The speed limit for vehicles on the property is walking pace (7 km/h).
- 1.5 Please use the parking space allocated to your unit. You must not block another residents right of entry or exit. Visitors to use the central parking area or driveway in front of said unit being visited. The central parking area shall not be used by residents i.e visitors only. The central parking area shall not be used for long term parking, only overnight.
- 1.6 Please do not park motor vehicles on lawns or on common ground areas.

2. Noise

- 2.1. Please keep all noise at a reasonable level at all times. Loud stereos, radios, TV sets and loud voices are not acceptable.
- 2.2. Movements at night and in early morning, such as driving in or out or walking around the complex, should be as quiet as possible.

Excessive noise can lead to eviction.

Please remember that these rules apply to your visitors also

NB: The police now have the power to issue \$100.00 expiation (on the spot) fines.

3. Garbage

- 3.1. No garbage is to be left outside units.
- 3.2. Littering is an offence.
- 3.3. Place all rubbish in a bin.
- 3.4. Rubbish collection day is Tuesday- Recycling Tuesday fortnight. Green waste monthly as advised.

4. Behaviour of Children

- 4.1. No skateboards, skates or bicycles to be used in the Unit Frontages, path areas or on common property areas.
- 4.2. No ball games of any type around the unit areas or on common property.
- 4.3. No running around units.

5. Vandalism

- 5.1 In any instance of vandalism appropriate action will be taken including the recovery of damage costs from the offender through the unit owner.

6. Visitors

- 6.1. These house rules apply equally to all visitors and responsibility rests with the residents that their guests comply.

7. Security

The following advice is standard advice given by police for any resident living in an urban area.

7.1. Always ensure windows and doors are locked when you go out.

7.2. Ensure that you do not leave valuables or belongings in your car whilst parked.

8. Keeping Animals

8.1 Application to house a pet must be made to the Body Corporate whereby a majority decision is required with the proviso that should approval be given then this is based on the knowledge that should the pet become a pest or nuisance then the Body Corporate have the right to ask for it's removal.

9. Privacy

9.1. Remember that your neighbours are entitled to peace and privacy. Concern yourself as little as possible with their affairs and concentrate on developing and expanding your outside interests and friendships.

10. Doors, Windows & Window Sills

10.1. Residents are requested to keep their external doors, windows and window sills clean.

10.2. Blinds/ Curtains are to be neat and tidy at all times.

11. Strata Maintenance

11.1 Please advise any faults ie. security lighting, trip hazards promptly to the Body Corporate Managers (Strata Data 8372 2777)

12. External Changes

12.1. External changes to the appearance of a unit without written approval of the Strata Corporation is prohibited.

13. Unit Equipment Maintenance & Repairs

13.1 Please ensure that all unit equipment is operating in a safe and proper manner. If your unit needs repair, or you notice some damage to property on the complex, please inform your Landlord/Agent. If this is unsuccessful, contact the Body Corporate Manager

14. Evictions

14.1. It is an offence for an evicted person to re-enter the property.

15. Reporting of Breaches

15.1 It is in the tenants' interest to report any breaches of the above rules and Tel: 8372 2777 they are encouraged to do so.

15.2 Any Tenant or Owner problems are to be directed to the Body Corporate Managers to be resolved. In the first instance, contact the Body Corporate Managers for all circumstances.

16. Lawn Area

16.1. Lawns are cut and edging's trimmed on a regular basis by a contractor paid for from Strata Management funds.



NOTICE TO TENANT OF LEASE EXTENSION

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

To

Tenant 1: Tenant 2:
Tenant 3: Tenant 4:
Tenant 5: Tenant 6:
Tenant 7: Tenant 8:
(insert name of tenant(s))

Address of rented premises:

Street 1:
Street 2:
Suburb: State: Postcode:

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

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

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

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

The new rent will be per with the first payment due on / /
(insert amount) (insert rental period eg fortnight, calendar month) (insert date)

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

N/A As detailed below See annexure

Please sign and return this Notice to your Agent by / / if you wish to accept.
(insert a date that is more than 28 days before the lease ends)

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

PLEASE NOTE:

- If this form is not returned by the above date, the landlord may give you at least 28 days written notice (Form 2A) to end the fixed term agreement.
- If you wish to vacate at the end of the fixed term you must give your landlord at least 28 days written notice (Form 4B) to end the fixed term agreement.
- If the lease is not extended and at least 28 days written notice is not given by either party the agreement continues as a residential tenancy agreement for a periodic tenancy.



NOTICE TO TENANT OF LEASE EXTENSION

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

Signed by Tenant 1
Tenant Name

DocuSigned by:

8D0BF6A6CD884B3...

Date: 21-Apr-23

Robert Polis-Politis

Signed by Tenant 2
Tenant Name

DocuSigned by:

BB0D4830419E45C...

Date: 21-Apr-23

Marta Pole-Polite

Signed by Tenant 3
Tenant Name

Date:

Signed by Tenant 4
Tenant Name

Date:

Signed by Tenant 5
Tenant Name

Date:

Signed by Tenant 6
Tenant Name

Date:

Signed by Tenant 7
Tenant Name

Date:

Signed by Tenant 8
Tenant Name

Date:

Signed by or on behalf of the Landlord

Agent as authorised Landlord

DocuSigned by:

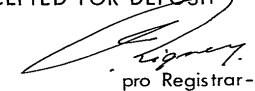
73C11272D20F4DE...

Date: 21-Apr-23

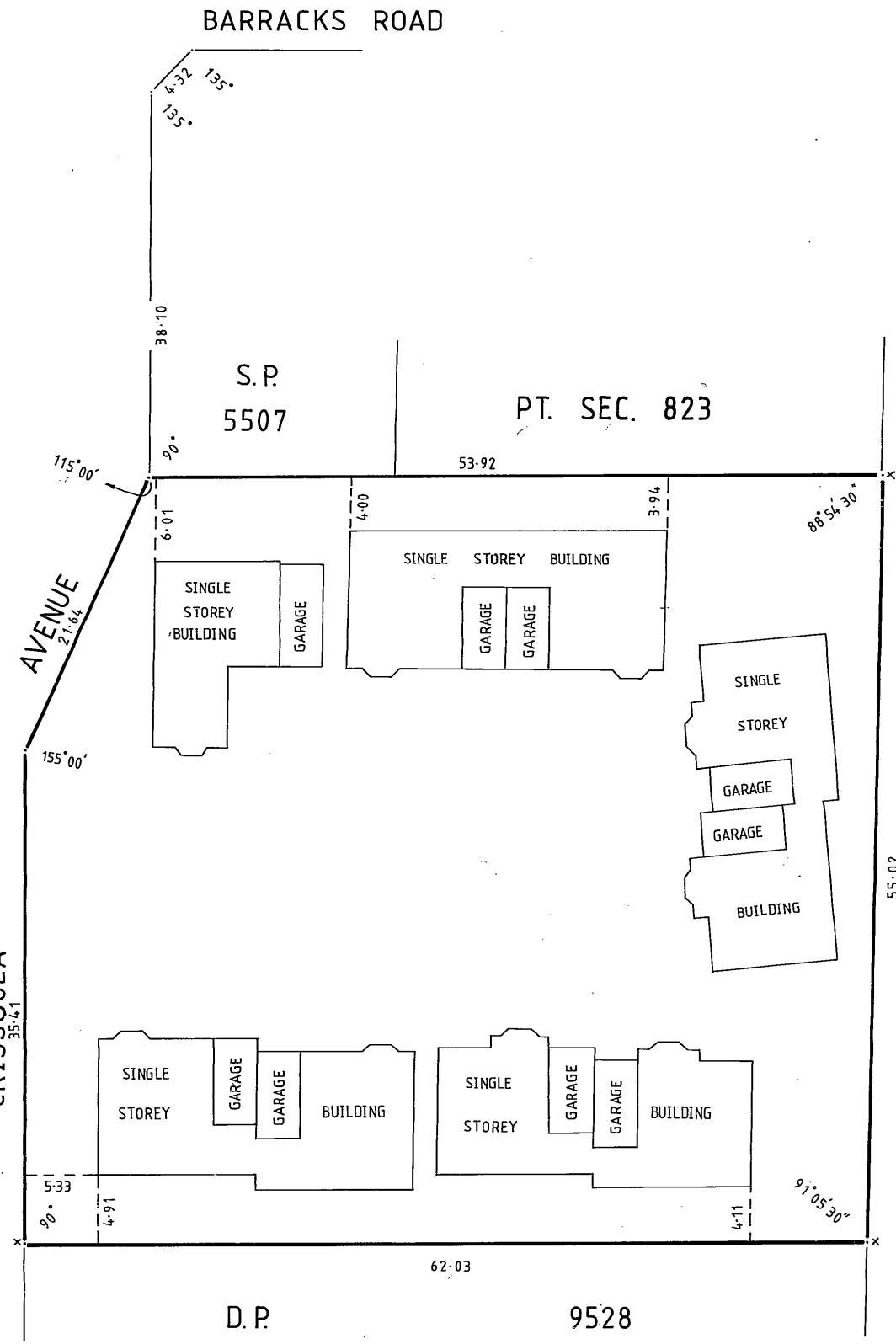
WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

LTO G

PT. SEC. 823
 HUNDRED of YATALA
 IN THE AREA NAMED
HOPE VALLEY
 C.T. 3757/161
 AUTHORITY FOR DATA F.P. 21790
 AREA 3352m²

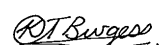
STRATA PLAN NUMBER
SP 6541
 ACCEPTED FOR DEPOSIT

 pro Registrar-General
 22 / 7 / 1985
 Reference Map No.
 COUNCIL
 CITY OF TEA TREE GULLY
 THIS IS SHEET 1 OF 3 SHEETS

MICROFILMED
 31.7.1985




SITE PLAN

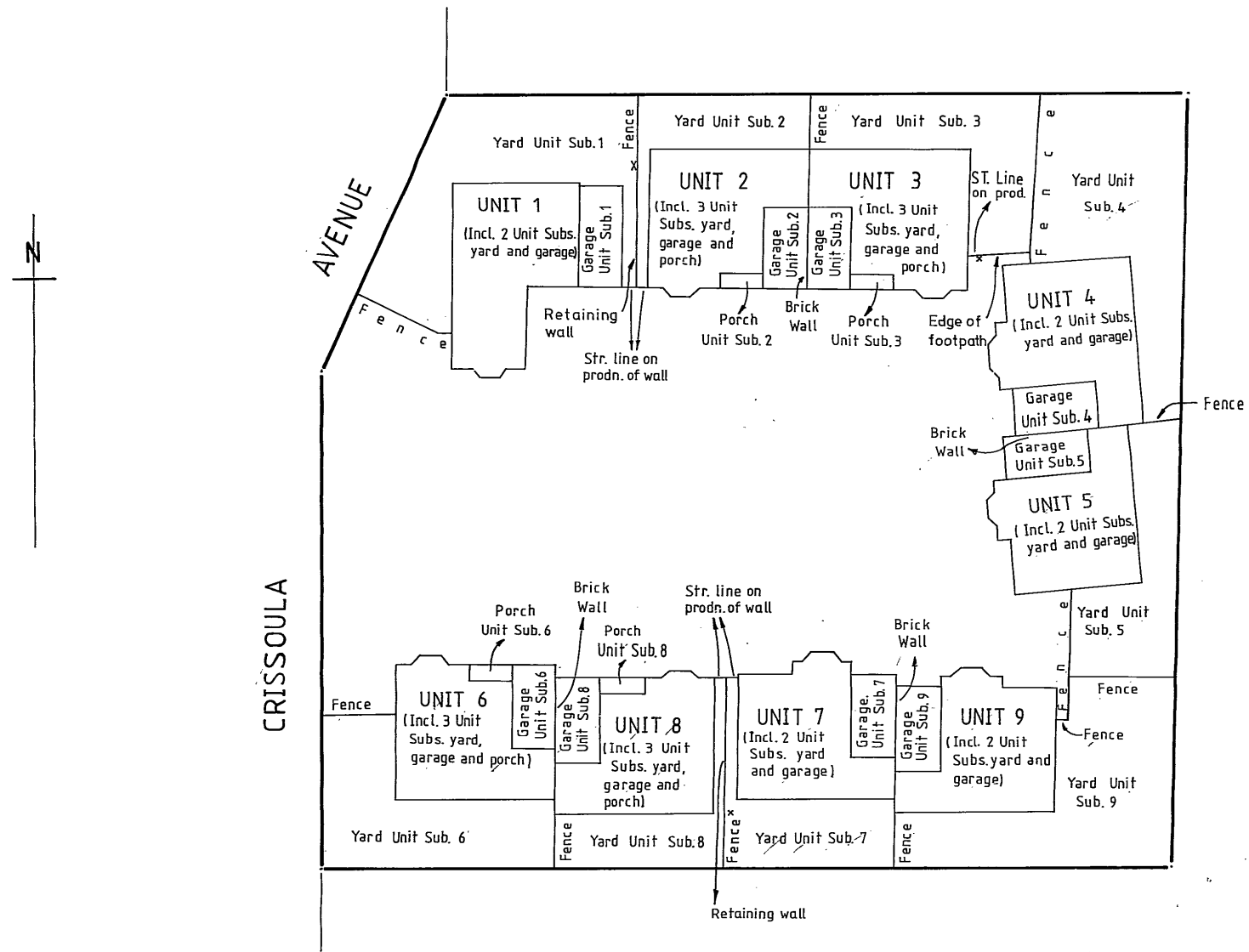
ALLAN D. WILSON
 LICENSED SURVEYOR
 193 NORTH EAST ROAD
 HAMPSTEAD GDNS. 5066
 TEL. 266 2088
 REF. C31964

I, KEVIN TREVOR BURGESS
 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.
 3. that this strata plan complies with the requirements
 of regulation 19 of the Real Property Act
 (Strata Titles) Regulations, 1969
 Dated this 31st day of MAY 1985

 Licensed Surveyor

WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

LTO H

STRATA PLAN NUMBER
SP 6541
 ACCEPTED FOR DEPOSIT

 pro Registrar-General
 22/7/1985
 Reference Map No.
 COUNCIL
 CITY OF TEA TREE GULLY
 THIS IS SHEET 2 OF 3 SHEETS



MICROFILMED
 31.7.1985

NOTE
 THE LOWER AND UPPER BOUNDARIES OF THE UNIT SUBSIDIARIES SHOWN AS YARD ARE EXISTING GROUND LEVEL AND 0.15m BELOW THE EAVES AND THE HORIZONTAL PRODUCTION THEREOF, RESPECTIVELY.

GROUND FLOOR PLAN




ALLAN D. WILSON
 LICENSED SURVEYOR
 193 NORTH EAST ROAD
 HAMPSTEAD GDNS. 5086
 TEL. 266 2088
 REF. C3/964

SCHEDULE OF UNIT ENTITLEMENT

| UNIT NO | UNIT ENTITLEMENT | UNIT NO | UNIT ENTITLEMENT | UNIT NO. | UNIT ENTITLEMENT |
|-----------|------------------|-----------|------------------|-------------------------------|------------------|
| 1 | 12 | | | | |
| 2 | 11 | | | | |
| 3 | 11 | | | | |
| 4 | 11 | | | | |
| 5 | 11 | | | | |
| 6 | 11 | | | | |
| 7 | 11 | | | | |
| 8 | 11 | | | | |
| 9 | 11 | | | | |
| | | | | AGGREGATE | |
| | | | | COMMON PROPERTY | |
| | | | | ROAD or RESERVE ALLOTMENTS | |
| | | | | | |
| AGGREGATE | 100 | AGGREGATE | | | |

STRATA PLAN NUMBER
SP 6541

Authenticated vide
 Application No. 6046121
 and Accepted for Deposit



pro Registrar-General
 22/7/1985

THIS IS SHEET 3 OF 3 SHEETS

MICROFILMED
 31.7.1985



Marz Real Estate Pty Ltd T/A Ray White Mawson Lakes
 Suite 3, 5 Goodall Parade Mawson Lakes SA 6095
 Tel: 08 8349 6688 Agent No: 222434
 Email: marz@raywhite.com

SAPM003 © Lawsoft Pty Ltd

RESIDENTIAL TENANCY AGREEMENT

FIXED TERM OR PERIODIC

The parties to this agreement should consider obtaining legal advice about their rights and obligations under this Agreement. The Landlord agrees to let and the Tenant agrees to rent from the Landlord the Premises detailed below on the terms set out herein.

THE LANDLORD

Name Sarah Espley

Address 1 Redgum Court Parafield Gardens SA 5107

LETTING AGENT

Name Marz Real Estate Pty. Ltd. T/A Ray White Mawson Lakes

Address Suite 3, 5 Goodall Parade Mawson Lakes SA 5095

Mobile 0402 652 723

Phone 08 8349 6688

Fax _____

Email mawsonlakes.rentals@raywhite.com

TENANT / S

Tenant 1 Robert Polis-Polltis Email 1 rob.polltis@gmail.com

Tenant 2 Marta Pole-Polite Email 2 marta.polepolite@gmail.com

Tenant 3 _____ Email 3 _____

Tenant 4 _____ Email 4 _____

Main Tenant Phone 0467941307

The following persons agree to all notices and information being given by email under the *Electronic Communications Act 2011*.

Tenant 1 Yes No

Tenant 2 Yes No

Tenant 3 Yes No

Tenant 4 Yes No

THE PREMISES

Address Description

7/37 Crissoula Ave, Hope Valley SA 5090

Reservation of any part of the Premises

Detail of that part of the Premises or property excluded by this Agreement and/or reserved for the Landlord's own use.

RENT

\$330 per week

THREE HUNDRED AND THIRTY DOLLARS

(in words)

Rent payable in instalments

1st instalment: \$660 due on 25/06/2021 (date)

2nd instalment: \$660 due on 09/07/2021 (date)

Thereafter \$660 every week fortnight four weeks monthly

Payment method

Internet Transfer Direct Debit Rent Card Other _____

How and Where Rent Payable

Ray White Mawson Lakes Trust Account: ANZ Bank

BSB: 015-311 ACC: 201090858 Reference: 02698 This is your unique code.

RESIDENTIAL TENANCY AGREEMENT

FIXED TERM TENANCY No Yes

From 25/06/2021 To 24/06/2022

NB: If the period is less than 90 days prepare a Notice (Form 1) and attach

OR

PERIODIC TENANCY No Yes

From Until terminated in accordance with this Agreement

RENT INCREASE PROVISIONS

The parties agree to increase the rent on the following basis and times

the rent will increase to \$ per on (date)

the rent increase will be calculated by the following method and on the following dates

In any event and or if no set rent increases are detailed above the parties agree that the Landlord may increase the rent in accordance with s55 of the Act by giving Notice prior in accordance with and complying with s55(2) (c) of the Act and as may be detailed in the additional conditions in the Annexures.

BOND

\$1980 Regulation 9 and s61 of the Act. 4 weeks rent, or 6 weeks if rent more than \$250 p/w.

WATER CONSUMPTION

The tenants are to pay water charges and allowances as detailed and as allowed under the Act

All quarterly supply charges & all water usage or group shared invoiced services (Community Title/Strata)

All water usage

All water usage over & above annual allowances

No charge for water

Other

If the Property is not individually metered for a service, the Tenant will pay an apportionment of the cost of the service as set out below, where any services are in the name of Landlord. See section 7 of the Act.

Table with 2 columns: Service, Apportionment

INSURANCE

Landlord has responsibility for insurance of the building and premises

Tenant has responsibility for insurance of contents of the premises (for property the tenant has possession of)

PROSPECTIVE SALE No Yes

The Landlord has a present intention to sell the Property. If YES, give details.

Blank lines for providing details of prospective sale.

RESIDENTIAL TENANCY AGREEMENT

DOMESTIC FACILITIES

Information for appliances and devices will be reasonably given (and can be in writing or oral) and may also be provided by online access or email by the Agent.

| Facility | Model/Name (if applicable) |
|-------------------|----------------------------|
| Oven | |
| Hotplate | |
| Rangehood | |
| Air Conditioner | |
| Dish Washer | |
| Hot Water Service | |
| Alarm | |
| | |
| | |
| | |

SPECIAL CONDITIONS

Special Conditions relating to the Tenancy

Refer General Annexure Item 1

ADDITIONAL TERMS

See Additional Terms Annexure

RESIDENTIAL TENANCY AGREEMENT

page 4

GENERAL CONDITIONS**1 Application of Act and Regulations**

The provisions of the Residential Tenancies Act (the "Act") and the Residential Tenancies (General) Regulations (the "Regulations") as amended from time to time apply to this Agreement and wherever there be any inconsistency or conflict between the terms of this Agreement and the Act or Regulations then the Act or Regulations will prevail and the terms and conditions herein will be read down but so as to preserve as far as possible the clauses or provisions of this Agreement.

2 Manner of Payment of Rent

The Tenant will pay rent to the Landlord for the Premises at the rate specified on page 1 and in the manner and place specified therein without setoff or abatement.

3 Rates Taxes and Charges

The Landlord will bear all statutory rates taxes and charges imposed in respect of the Premises. The Tenant is to pay water rates as set out above (as this may be amended by regulation from time to time) unless otherwise indicated in this Agreement.

4 Rent Review

The rent will be reviewed and increased from time to time in as expressly agreed and stated herein above in accordance with the Act and the parties agree that the Landlord can increase the rent during this Agreement otherwise subject to the provisions of s55 of the Act and any provisions relating to Notice under the Act and such increases by Notice are limited to prior notice and not before any period limiting increases under s55(2)(c) of the Act.

5 Subletting and Assignment

The Tenant may not sublet the Premises or assign his interest under this Agreement without the prior written consent of the Landlord which consent will not be unreasonably withheld.

6 Termination

The Landlord may terminate this Agreement by notice given should there be any breach of the terms of this Agreement. Such notice is to be given in a written form specifying the breach and informing the Tenant that if the breach is not remedied within the specified period (which must be period of at least 7 days) from the date the notice is given then the tenancy will be terminated by force of the Notice. Notice will be in the form prescribed under the Regulations. The Landlord may terminate the Agreement on the grounds of non payment of rent where rent or any part thereof has been outstanding for a period of 14 days.

7 Tenants Obligations**The Tenant must:**

- 7.1 Pay for all services to the Premises to include but not limited to gas, oil, electricity, water consumption and telephone costs.
- 7.2 Keep the Premises clean and secure and notify the Landlord of any damage to the property and report immediately to the Landlord any breakdown or fault in equipment, water, electrical or other services to the property.
- 7.3 Keep all drains clear and only use sewers and plumbing in the normal course and use.
- 7.4 Use the Premises only as a place of residence and not for any other purpose without the Landlord's written consent.
- 7.5 Pay for the cost of any repairs to the Premises where damage to the Premises is a result of a breach by the Tenant or their invitees of this Agreement or caused by the wrongful and or negligent act of the Tenant and or their invitees.
- 7.6 Maintain the Premises the grounds and gardens to at least the same standard as presented at the commencement of the term of the tenancy.
- 7.7 Where the Premises comprise a unit under the Strata Titles Act or the Community Titles Act or are comprised in a form of multiple dwelling the Tenant will comply in all respects with the provisions of the Articles of the Corporation and directions of the Corporation or the management of rights of unit or lot holders.
- 7.8 The Tenant will comply with all reasonable directions of the Landlord in relation to the maintenance, care and use of the Premises.
- 7.9 Keep the Premises clear of rubbish and comply with any by-laws concerning rubbish collection.

RESIDENTIAL TENANCY AGREEMENT

page 5

The Tenant will not

- 7.10 Alter or remove a lock or security device or add a lock or security device without the consent of the Landlord and the Tenant will insure all the Tenant's belongings against all risks.
- 7.11 Without the Landlord's written consent to make any alteration or addition to the Premises whatsoever.
- 7.12 Use or cause or permit the Premises to be used for any illegal or unauthorised purpose or cause or permit a nuisance. The Tenant must not cause or permit an interference with the reasonable peace, comfort or privacy of another person who resides in the immediate vicinity of the Premises.
- 7.13 Intentionally or negligently cause or allow damage to the Premises (including placing of nails plugs or screws and or fixing any adhesives to any part of the Premises whatsoever).
- 7.14 Fix any television antennae to the Premises without the prior written consent of the Landlord.
- 7.15 Use any part of the Premises except in connection with the intended purpose of the fixture or fitting.
- 7.16 Keep any animals (to include birds, poultry, fish, mammals and reptiles) at or on the Premises.
- 7.17 Interfere with any plant, equipment or machinery on the Premises other than in accordance with consent of the Landlord and the manufacturer's instructions.
- 7.18 Bring any bicycle, motor cycle into the living areas of the Premises.
- 7.19 Erect or place any sign or notice on or in the Premises.

If the Premises contains a swimming pool then the Tenant will

- 7.20 Maintain the pool in all things at the expense of the Tenant for chemicals, any maintenance and cleaning and labour costs.
- 7.21 Observe all maintenance instructions and regimes and all instructions of the Landlord relating to maintenance.
- 7.22 Not drain the pool or instruct any structural repairs or maintenance without the consent of the Landlord.
- 7.23 Advise the Landlord of any damage to equipment, malfunction of equipment or any deterioration of the pool requiring attention.

8 Landlords' Obligations

The Landlord will:

- 8.1 Deliver the Premises at the commencement of the term in a reasonable state of cleanliness.
- 8.2 Provide and maintain the Premises and ancillary property are in a reasonable state of repair at the beginning of the tenancy and will keep them in a reasonable state of repair having regard to their age character and prospective life and abide by all legal requirements regarding the buildings and health and safety in respect of the Premises.
- 8.3 Provide adequate locks and devices to secure the Premises.
- 8.4 Grant the Tenant quiet enjoyment of the Premises during the term and not interfere with the peace, comfort or privacy of the Tenant and will take all reasonable steps to enforce this obligation upon any other tenant of the landlord in occupation of the Premises.

9 Right of Entry

The Landlord may subject to the Act enter the Premises in the following circumstances:

- 9.1 Immediately in an emergency.
- 9.2 To carry out necessary repairs or maintenance at a reasonable time where the Tenant has been given at least 48 hours notice.
- 9.3 As may be arranged with the Tenant but not more than once each week to collect rent.
- 9.4 To inspect the Premises but not more than once every 28 days and at a reasonable hour upon not less than 7 nor more than 14 days prior written notice.

RESIDENTIAL TENANCY AGREEMENT

page 6

9.5 For the purpose of showing the Premises to prospective tenants at a reasonable hour and on a reasonable number of occasions during a period of 28 days prior to the end of the tenancy.

9.6 For the purpose of showing prospective purchasers at such reasonable times upon giving reasonable notice to the Tenant.

9.7 At any time with the consent of the tenant given immediately before the time of entry.

10 Compensation for Damages

If the Tenant causes damage to the Premises by removing a fixture the Tenant must notify the Landlord and at the option of the Landlord repair the damage or compensate the Landlord for the costs of repairing the damage. The Tenant will indemnify and keep indemnified the Landlord against all claims whatsoever brought by any party against the Landlord or the occupier of the Premises arising from the Tenants breach of this Agreement and or any negligence arising from the Tenants use of the Premises.

11 Termination by Landlord –**Periodic Tenancy Only**

If the tenancy is a periodic tenancy the Landlord may terminate this Agreement in accordance with Regulations and the form of Schedule 3 of the Regulations for cause. The Landlord may further give the Tenant at least 90 days notice of termination of this Agreement without specifying any grounds for the notice but again in the form regulated by Schedule 3 of the Regulations. Notice of termination can also otherwise be given of not less than 60 days if the Premises (property) is sold and of not less than 90 days if the Premises are required for personal use.

Fixed Term

If the tenancy is for a fixed term the Landlord can terminate for cause subject to the Regulations and as in clause 6.

12 Termination by Tenant – Periodic Tenancy

If the tenancy is a periodic tenancy the Tenant may terminate this Agreement by giving a notice in writing to the Landlord of at least 21 days or a period equivalent to a single period of the tenancy (whichever is the longer) without specifying any ground for the notice.

13 Re-letting

If the Tenant breaches this Agreement during its term and the Landlord re-lets the Premises the Tenant will pay the Landlord's reasonable re-letting costs including advertising out of pocket expenses and legal fees together with the rent until the property is re-let. The Landlord or its manager may make a charge for processing an application for consent to sublet or re-let the property.

14 Definitions

A reference to an Act of Parliament or to a section of an Act includes any amendment thereto or re-enactment thereof for the time being in force. Where 2 or more persons are named in this Agreement their liability will be joint and several. A person will mean and include a corporation. A reference to the Landlord will mean and include the Manager of the Landlord from time to time acting and will include the servant agents and employees of the Landlord and or the Manager. Premises will mean and include the land together with any chattels included and ancillary property of the Landlord existing at the Premises. The Manager will be the party described in this Agreement being the Agent or other party acting for the Landlord in the management of the Premises.

15 GST

Rental will not include GST. The Tenant will pay all GST unless excluded by law. GST will mean any Goods & Services tax imposed to include *A New Tax System (Goods and Services Tax) Act 1999* or any amending or replacing Act.

RESIDENTIAL TENANCY AGREEMENT

page 7

GENERAL ANNEXURE

General Annexure Item 1**NO SMOKING INSIDE THE PREMISES****NBN EQUIPMENT:**

To be left at the home upon vacating the premises.

Tenant to remove modem and nothing else, the rest to be left at the property.

MAINTENANCE:

The tenant agrees and understands that all maintenance items (such as blockages, leaks, faults or damages) must be reported to the landlord/agent immediately upon notice of same. The tenant is not to engage a contractor on the landlords behalf. The tenant agrees that should they engage a contractor without the landlord/agents consent, the tenant shall be held responsible for any costs incurred, unless the maintenance is deemed by the landlord/agency to be an emergency.

BENCHTOPS:

No cutting directly on laminate & no placing anything hot directly on laminate benchtops.

OVEN/HOT PLATE CONTROLS/DIALS:

Do not use harsh abrasive chemicals and/or scourers

directly on the writing on the oven/hot plate Controls/Dials that will erase the writing and/or diagrams.

AIR CONDITIONER FILTERS:

Must be cleaned when dusty/dirty as per manufacturer instructions.

LAMINATE FLOORS:

Must be kept dry at all times - if a liquid spill- clean up straight away. Only wash with a damp mop.

GLASS SHOWER SCREENS AND DOORS:

Do not use any bleach products on any of the glass as causes white marks that can't be removed.

SMOKE DETECTORS:

The tenant agrees to advise the agent immediately should smoke detector/s require battery replacement.

The tenant further agrees not to tamper with or remove smoke detectors. In the event of fire damage the tenant is advised failure to comply could result in legal recovery of costs.

APARTMENT FIRE ALARMS:

If the fire alarm is set off due to cooking smoke tenants need to fan alarm ASAP & open doors and windows to stop the alarm as approx. \$900 call out for fire brigade if false alarm which will be charged to tenants.

PARKING OF MOTOR VEHICLES, CARAVANS, BOATS ETC

Are only permitted to be parked on the driveway, carport, garage or any other area specifically designed for parking.

Drip tray is to be used if your car/bike leaks oil.

GARDENS:

The tenant/s acknowledge & agree to maintain the gardens areas & verges of the premises which includes watering, mowing & edging & weeding and any leaf matter to be picked up and disposed of.

The owner is responsible for seasonal pruning if required.

BBQ USE:

If it is used, the floor and walls need to be protected from any grease from the BBQ.

DAMAGE TO PROPERTY:

The tenant agrees not to damage the walls or timber of the property or to use blu-tac or adhesive tape on the walls or timbers. The tenant agrees not to insert nails, screws, hooks or plugs into the wall without permission, or to make alterations or additions to the premises. Should the tenant not comply with all or any of the above instructions, the landlord or his agent reserves the right to have the walls professionally

RESIDENTIAL TENANCY AGREEMENT

page 8

restored to their original conditions at the tenants expense. 3M Hooks are OK to use.

ROOF CAVITY:

The tenants agree not to enter the roof cavity of the property for any reason without the consent of the landlord.

TELEPHONE NUMBER/EMAIL:

Every time your number or email changes please let our office know As Soon As Possible .

ADDITIONAL TERMS ANNEXURE

General Maintenance

The Tenant agrees and will maintain the Premises by keeping the Premises in a clean, neat & tidy condition at all times. No rubbish is allowed to be left in or around the Premises or units if in a group. All maintenance requests are to be reported via the Agent, Property Manager's email address advised.

The Tenant is responsible during the tenancy and in particular at the end of the tenancy to present the Premises in a clean, neat & tidy condition including all fixtures and fittings, windows, paths, driveways and gardens. Should there be any damage caused to walls, ceilings, curtains, blinds or flooring by smoking inside, the tenants will bear the cost of any cleaning, repairs or replacement of items as necessary.

* Floating floorboards are to be washed with a damp mop ONLY. Over wetting causes damage, it will be at the Tenant's expense to repair any such damage caused by the Tenant, by an authorised tradesperson.

* No Blu Tac, thumbnails or sticky tape is to be used on the walls or ceilings.

* Chopping boards are to be used in the kitchen at all times.

* The Tenant will provide an oil tray and not allow the car to drip oil on driveway or parking areas, and will keep the same free of rubbish or oil stains. Under no circumstances is the tenant/s to park any type of vehicle on any part of the garden area. The tenant/s is not permitted to keep unregistered or un-roadworthy vehicles of any type on the Premises.

* The curtains, blinds and carpets are to be cleaned or vacuumed on a regular basis by the Tenant.

* The Tenant is liable for any damage caused by their pot plants or pets to floors.

* The Tenant will not under any circumstances use kerosene type heaters or Gas Bottle Cylinders in the Premises, nor store any dangerous goods or substances on the Premises.

* The Tenant agrees to and will not place any sanitary items, paper towels, latex products, wet ones or excess toilet paper into the toilet. Should this be the cause of a blockage, the Tenant will be charged for the plumber's invoice.

* No extra picture hooks are allowed on any walls unless approved by the Landlord in writing.

* If the smoke alarm(s) at the Premises appear not to be working for any reason the Tenant will advise the Agent immediately. Where the Landlord has arranged an annual compliance check of the smoke alarm the Tenant will allow access. The service contractor will provide advance notice of their attendance.

* The Tenant agrees to regularly dispose of any broken furniture, bottles and cans and general rubbish during the tenancy.

Smoking

The Tenant is aware and agrees that smoking is not permitted inside the Premises.

If the Tenant and/or visitors wish to smoke then this must be done outside of the Premises and all used wrappers, packets and butt ends are to be safely disposed of and no litter caused.

Pets

The Tenant agrees that no animals or pets will be kept in or on the Premises unless expressly approved and specified in writing with the Landlord and attached to this agreement.

No pets are allowed in or upon the Premises without prior written consent also from the strata managers and the Agent. Any agreement to allow a pet or animal is expressly limited to that pet and no replacement or other pet is allowed without a new written consent from the landlord.

Tenants to Maintain Gardens (to the extent of any)

The Tenant agrees to maintain the lawn and garden areas of the Premises which includes (to the extent of any garden) watering, regular lawn mowing and edging, and to keep all gardens, lawns, including the verge and shrubs healthy, neat, tidy and weed free at all times.

The Tenant agrees to be responsible for ensuring any fallen leaf matter is swept up and disposed of

RESIDENTIAL TENANCY AGREEMENT

page 10

accordingly. If a BBQ is used on the Premises, the floor needs to be protected from any grease from the BBQ. Cobwebs in and around any external areas are to be regularly brushed down.
The Landlord (to the extent of any garden) will be responsible for seasonal pruning required depending on the type of gardens e.g. roses, fruit trees and hedges.
The Tenant will not install ponds, wading pools, swimming pools or spas on the Premises without the prior written permission from both the Landlord and Agent. Please Note that in the event that permission is granted the Tenant will bear the substantial cost of erecting a pool safety barrier as required by Law.

Inspections

At all periodic inspections the Premises is to be presented in a good clean, neat & tidy condition. The Agent will be checking all wet areas for mould & scum and all appliances (particularly the oven, griller and cooktops,) vents, range hoods, exhaust covers, light fittings, window sills & tracks.
The Agent will look at air conditioning vents and filters and that lawns are mowed and edged and gardens are neat, tidy and weed free. Photos of the Premises will be taken during the inspection. The Agent will use spare keys to access the Premises at all periodic inspections and will confirm all inspections by letter or email between 7 and 14 days prior and as required under the Act

Damage to Others

The Tenant indemnifies the Landlord and Agent against: (a) any injury, loss or damage which may be caused to the Premises; (b) the death or injury of the Tenant, the members of his family or household, his guests and invitees; and (c) loss of or damage to the Tenant's property or the property of the of other persons; where (a) (b) or (c) result from the use or misuse of the Premises by the Tenant or other persons on the Premises with consent of the Tenant.

Master Keys

Master keys will not be issued to the Tenant, therefore locking keys inside Premises and loss of keys after hours will result in the Tenant having to pay a call out fee to a Locksmith, plus the cost of changing the locks if required.

Neither the Landlord nor the Agent will be responsible for any afterhours call out fees. If locks are changed you are expressly required and agree to give a copy of the new keys to the Agent the next business day. Failure to provide keys may result in penalties under the Act.

Regulations of Buildings - Articles of Strata Corporation

The Tenant agrees to abide by any strata regulations & rules if applicable.
The Tenant agrees to observe the "quiet enjoyment" and peace of all nearby neighbours.

Articles of Strata Corporation (Strata Titles Act 1988 - Schedule 3) Attached.

RESIDENTIAL TENANCY AGREEMENT

PRIVACY STATEMENT

The Agent uses personal information collected from you to act as the agent and to perform its obligations as agent. The Agent may disclose information to other parties such as its client, to potential purchasers of the property, or to clients of the Agent both existing and potential, as well as to tradespeople, strata corporations, government and statutory bodies and to other parties as required by law. The Agent will only disclose information in this way to other parties as required to perform their duties for the purposes specified above or as otherwise allowed under the Privacy Act 1988. If you would like to access this information you can do so by contacting the Agent at the address and contact numbers in this agreement. You can correct any information if it is inaccurate, incomplete or out-of-date. Real estate and tax law requires some of this information to be collected.

ACKNOWLEDGEMENT and CONSENTS

The Landlord and Tenant each acknowledges and consents to the Landlord or Agent and the Tenant or their attorneys and representatives signing this form and agreement and any Notices under the Act by electronic and/or digital signatures under the *Electronic Communications Act (SA)* and delivering this Agreement and any Notices under the Act by email.

EXECUTION

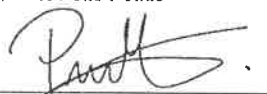
SIGNED BY THE TENANT/S

DATE



Robert Polis-Pollitis

17.06.2021



Marta Pole-Polite

17.06.2021

Tenant 3

The Tenant(s) acknowledge receipt of
Information Brochure - Residential Tenancies Act 1995
Statutory Notice for Short Fixed Term Tenancy (if less than 90 days)
Inspection Report
Manuals and Instructions or internet directions to access

- | | |
|---|-----------------------------|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

SIGNED BY OR ON BEHALF OF THE LANDLORD

DATE



17.06.2021

- Landlord
 Letting Agent as authorised

OFFICE USE

- | | |
|---|------------------------------|
| Inspection Report sent | <input type="checkbox"/> Yes |
| Manuals or instructions (written or oral) for domestic facilities given | <input type="checkbox"/> Yes |
| A copy of this Agreement sent | <input type="checkbox"/> Yes |
| Security Bond Form | <input type="checkbox"/> Yes |
| Information regarding Water Charges | <input type="checkbox"/> Yes |
| Agents Tenant Information Annexure | <input type="checkbox"/> Yes |
| Keys given | <input type="checkbox"/> Yes |

Residential Tenancies Act 1995
NOTICE OF TENANCY DETAILS

Details pursuant to s48 *Residential Tenancies Act* to be supplied at commencement of new tenancy.

INFORMATION REGARDING YOUR TENANCY

TENANT / S

Tenant 1 Robert Polis-Politis
 Mobile 0467941307 Email rob.politis@gmail.com
 Tenant 2 Marta Pole-Polite
 Mobile 0444571293 Email marta.polepolite@gmail.com
 Tenant 3 _____
 Mobile _____ Email _____
 Tenant 4 _____
 Mobile _____ Email _____

The Tenants consent and will accept all Notices under the Act and other communications from the Agent being sent to their email addresses above.

PROPERTY

Address 7/37 Crissoula Ave, Hope Valley SA 5090

AGENT

Name Marz Real Estate Pty Ltd t/a Ray White Mawson Lakes
 Address Suite 3, 5 Goodall Parade MAWSON LAKES SA 5095

 Mobile _____ Phone 08 8349 6688 Fax _____
 Email marz@raywhite.com

The Agent will accept service of all Notices by email to this address.

LANDLORD

Name Sarah Espley
 Address 1 Redgum Court Parafield Gardens SA 5107

If Company (registered address) _____

If Landlord not owner (Owner): _____

ARTICLES OF STRATA CORPORATION
(Strata Titles Act 1988 - Schedule 3)

1. (a) A unit holder must -
(b) maintain the unit in good repair;
(c) carry out any work ordered by a council or other public authority in respect of the unit.
(d) 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 other members of the strata community, their visitors to make, undue noise in or about any unit or the common property; AND
(c) 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 animals in, or in the vicinity of, a unit.
5. A person bound by these articles -
(a) must not park a motor vehicle in a car 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 written consent of the strata corporation -
(a) damage or interfere with any lawns, garden, tree, shrub, plant or flower on the common property; OR
(b) use any of the portions of the common property for his or her own purposes as a garden.
7. A person bound by these articles must not -
(a) bring any object of material onto the site of a kind that are likely to cause justified offence to 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 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 management 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 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 substances.
11. A person bound by these rules -
(a) must maintain within the unit, or on 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 of ownership of the unit, or any change in the address of an owner.
(b) any change in the occupancy of the unit.

RayWhite

Marz Real Estate Pty Ltd T/A Ray White Mawson Lakes
Suite 3, 5 Goodall Parade Mawson Lakes SA 5095
Tel: 08 8349 6688 Agent No: 222434
Email: marz@raywhite.com

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PET AGREEMENT

Landlord Sarah Espley

Address 1 Redgum Court Parafield Gardens SA 5107

Tenant 1 Robert Polis-Politis & Marta Pole-Polite

Tenant 2 _____

Tenant 3 _____

Tenant 4 _____

Premises 7/37 Crissoula Ave, Hope Valley SA 5090

Tenancy Dated 25/06/2021

| Pet Details | Pet 1 | Pet 2 |
|---------------|------------------|-------|
| Type of Pet: | <u>Dog</u> | _____ |
| Breed of Pet: | <u>Greyhound</u> | _____ |
| Age of Pet: | <u>3 years</u> | _____ |
| Sex of Pet: | <u>Male</u> | _____ |
| Name of Pet: | <u>Mr Fox</u> | _____ |

Is the Pet Registered? Yes No Not Applicable Yes No Not Applicable

Photo Supplied Yes No Yes No

House Trained Yes No Yes No

This Agreement is to be read in conjunction with and forms part of the Tenancy Agreement and a breach of this Agreement is a breach of the Tenancy Agreement entitling notices and termination for breaches.

Agreement Terms

The Lessor consents to the Tenant keeping the Pet detailed subject to the following term and conditions:

- Pets must be kept outside at all times unless otherwise expressly stated herein.
- This consent is expressly limited to the Pet detailed herein only and not others or substitute Pets.
- All Pet waste is to be promptly cleaned up and properly disposed of.
- All damage caused by the Pet is to be reported to the Landlord immediately and repaired at the cost of the Tenant.
- The Tenant must ensure that the Pet does not restrict inspections or access for inspections.
- The Tenant must comply with all regulations in relation to keeping Pets and the Pet must not constitute or cause a nuisance to others or breach any Bylaws or rules if in a unit complex and allowed inside.
- The Tenant signing this Agreement warrants that he/she has the authority of all other named Tenant/s to sign this Pet Agreement on their behalf and all are bound by the terms.
- No works will be undertaken for fencing and no warranties are given that the fencing or property is suitable. The Tenant accepts all liability if the pet escapes from the property causing injury or damage to itself or others.
- Consent may be withdrawn by the Landlord in its absolute discretion.

Additional/Special Terms

The Landlord (and/or by its Agent) and Tenant acknowledges and consents signing this form and agreement and any Notices under the Act by electronic and/or digital signatures under the *Electronic Transactions Act (Cth)* and (SA) and delivering this Agreement and any Notices under the Act by email.

PET AGREEMENT

SIGNED BY Tenant 1



Tenant 1

02/07/2022 10:47 am

Date

SIGNED BY Tenant 2



Tenant 2

02/07/2022 9:10 am

Date

SIGNED BY Tenant 3

Tenant 3

Date

SIGNED BY Tenant 4

Tenant 4

Date

SIGNED BY the Property Manager/Landlord



Property Manager/Landlord

01/07/2022 12:14 pm

Date

Thinking of Allowing Your Pet Inside? THINK AGAIN!

Please consider the following **IMPORTANT** information.....

If you have been permitted to have an **outside** cat or dog and you **choose** to allow them inside- we ask you to consider the following important warning:

YOU ARE BREACHING YOUR TENANCY AGREEMENT – This is in breach not only of the pet lease agreement but also your tenancy agreement that you have agreed to and can result in the lease being terminated. Further, we may ask that the pet be removed permanently and also we will be unable to allow any further pets should you request. This is a serious matter as the following are common problems we wish to avoid.

Animal Hair

Pet hair in-ground into the carpet will not be removed successfully by steam cleaning as moisture allows the hair to stick to the carpet. Lengthy professional vacuuming will only do this job successfully. **The carpets may have to be professionally treated to remove the pet hair – this is charged at full cost to the tenant!**

Some people are also allergic to cat hair; Tenants moving into properties may have **severe allergic** reactions should cat hair be present inside the property. **This may result in legal action** against the landlord and as you may understand, we can only forward such action to the tenant that allowed their pet access to the property!

Animal Urine

Damage-urine can be very acidic and can damage the pile of carpet-particularly in cats and young animals. This can result in compensation being charged and in some cases, full replacement of carpets! Urine may even stain the carpet permanently, It is very hard to remove pet smells and professional deodorising may also be necessary. **Damage caused by urine and staining will be charged to the tenant! Full cost to replace carpets may also be charged if the situation is serious enough!**

Damage

Damage/clawed flyscreens and carpets, chewed woodwork and clawed doors and doorways are common when tenants allow their pets inside access. Cats can also claw and climb curtains damaging them in the process. If the item cannot be successfully repaired, it will need to be replaced. **This is charged to the tenant IN FULL. The costs here can be quite substantial and charges of hundreds of dollars are not uncommon!**

Fleas

Fleas coming from a pet can quickly infest the carpet, also laying eggs. Further professional fumigation is required in this situation. **This is charged to the tenant!**

Animal Hygiene

As pets are not washed as frequently as people, it is inappropriate to allow them access inside. Allowing pets to come inside, particularly if washing is infrequent-**OR NOT AT ALL** is only inviting problems at the final vacating inspection.

SOMEONE ELSE Owns the Property!

At the end of the day, **someone else owns the property!** As a tenant, you are entitled to enjoyment of the property, however allowing your pet inside without permission, disrespects the person who owns it. The whole aim of this info sheet is to request that you please keep your pet outside! We thank you for your co-operation in this important matter.

Ray White Mawson Lakes Key/Remote Sheet Supplied At Tenancy Commencement

Keys For: 7137 CRISSOULA AVE HOPE VALLEY

Number of Keys: 8

Number of Remotes: 0

Number of Swipe Cards: 0


Alarm Code: 0


Extra Info: 0

I/we as the tenant/s understand that I/we must return these keys upon vacation of the said property (along with any extra keys cut).

I/we understand that if we do not, then I/we are liable for all costs incurred to replace them, including key cutting and barrel replacement.

Signed by the Tenant/s:





Signed by the Agent:



Dated this day of:

25 / 06 / 21



Document

Request Id f16a0a66-14ef-45f1-99f7-2e61d618fb29
Created Apr 18th 2024, 4:45 PM
Completed Apr 19th 2024, 8:04 AM

Signing Complete

Agency

Name First National Real Estate Burton Groves
ABN 59008093598
Address
1332 North East Road TEA TREE GULLY SA 5091

Agent

Name Russell Burton
Email rb@burtongroves.com.au

Signing Events

- Russell Burton** created the signing request. Apr 18th 2024, 4:45 PM

Hello Sarah
Lets try again please see Form 1 to be signed.
kindest regards Bec
- Agent - Agent** was sent the signing request. Apr 18th 2024, 4:45 PM
bec@burtongroves.com.au
- Vendor (Part C) - Vendor (Part C)** was sent the signing request. Apr 18th 2024, 4:45 PM
sarahalicia85@yahoo.com.au
- Vendor (Part C) - Vendor (Part C)** viewed the signing request. Apr 18th 2024, 7:42 PM
- Vendor (Part C) - Vendor (Part C)** signed the document. Apr 18th 2024, 7:42 PM

Sarah Alicia Espley
- Agent - Agent** viewed the signing request. Apr 19th 2024, 8:04 AM
- Agent - Agent** signed the document. Apr 19th 2024, 8:04 AM

Rebecca Dartnall

Form

Form Id 3034795
Name 7/37 Crissoula Avenue Hope Valley - Form 1
Template Form 1

Recipients (2)

Agent Rebecca Dartnall
bec@burtongroves.com.au

Vendor (Part C) Sarah Alicia Espley
sarahalicia85@yahoo.com.au

