

# 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.

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:

Rosemary Anne Wright

Address:

Unit 3/1 Waterfall Terrace

Burnside SA 5066

4 Vendor's registered agent:

Steve Krause

Address:

74 Brighton Road

Glenelg East SA 5045

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]*

Certificate of title - Volume: 5252 Folio: 196

Unit 3/1 Waterfall Terrace, Burnside SA 5066

Unit 3 Strata Plan 13366

In the Area named Burnside

Hundred of Adelaide

## 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:  

74 Brighton Road, Glenelg East SA 5045

  
(being the vendor's last known address); or
- (c) transmitted by fax or email to the following fax number or email address:

steve@magain.com.au

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

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

74 Brighton Road Glenelg East SA 5045

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.



**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

<p><b>1.1</b> Mortgage of land</p> <p>[Note - Do not omit this item. This item and its heading must be included in the statement even if not applicable.]</p>	<p><b>Is this item applicable?</b></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b></p> <p><b>Are there attachments?</b></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <div style="border: 1px solid black; height: 30px; margin-bottom: 10px;"></div> <p>Number of mortgage (if registered):</p> <div style="border: 1px solid black; height: 80px; margin-bottom: 10px;"></div> <p>Name of mortgagee:</p> <div style="border: 1px solid black; height: 220px;"></div>	<div style="border: 1px solid black; width: 20px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div>
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## 1.2 Easement

(whether over the land or annexed to the land)

**Note** - "Easement" includes rights of way and party wall rights

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

**Is this item applicable?**

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

**Are there attachments?**

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

Property Interest Report

Description of land subject to easement:

Portion of the land in Certificate of title - Volume: 5252 Folio: 196  
3/1 Waterfall Terrace, Burnside SA 5066

Nature of easement:

Statutory Easement to SA Power Networks (including those related to gas, water and sewage) may exist

Are you aware of any encroachment on the easement?

No

If YES, give details:

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

If YES, give details:

## 1.3 Restrictive covenant

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

**Is this item applicable?**

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

**Are there attachments?**

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

Nature of restrictive covenant:

Name of person in whose favour restrictive covenant operates:

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

If NO, give details:

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



No

Yes



**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):*

Name of parties:

Period of lease, agreement for lease etc:

From

to

Amount of rent or licence fee:

\$  per  (period)

Is the lease, agreement for lease etc in writing?

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

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

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




5. Development Act 1993 (repealed)

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

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

<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p>	<div><div></div><div></div><div></div></div>
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Condition(s) of authorisation:

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<del>5.2</del>	<del>section 50(1) Requirement to vest land in a council or the Crown to be held as open space</del>	<del><b>Is this item applicable?</b> <b>Will this be discharged or satisfied prior to or at settlement?</b> <b>Are there attachments?</b> 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): \$</del>	<del><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></del>
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<del>5.3</del>	<del>section 50(2) Agreement to vest land in a council or the Crown to be held as open space</del>	<del><b>Is this item applicable?</b> <b>Will this be discharged or satisfied prior to or at settlement?</b> <b>Are there attachments?</b> 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): \$</del>	<del><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></del>
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<del>5.4</del>	<del>section 55 Order to remove or perform work</del>	<del><b>Is this item applicable?</b> <b>Will this be discharged or satisfied prior to or at settlement?</b> <b>Are there attachments?</b> 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): \$</del>	<del><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></del>
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5.5	section 56 - Notice to complete development	Is this item applicable?	<input type="checkbox"/>
		Will this be discharged or satisfied prior to or at settlement?	<input type="checkbox"/>
		Are there attachments?	<input type="checkbox"/>
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	<input type="text"/>
			<input type="text"/>
		Date of notice:	<input type="text"/>
		Requirements of notice:	<input type="text"/>
		Building work (if any) required to be carried out:	<input type="text"/>
		Amount payable (if any):	<input type="text"/>
		\$	<input type="text"/>

5.6	section 57 - Land management agreement	Is this item applicable?	<input type="checkbox"/>
		Will this be discharged or satisfied prior to or at settlement?	<input type="checkbox"/>
		Are there attachments?	<input type="checkbox"/>
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	<input type="text"/>
			<input type="text"/>
		Date of agreement:	<input type="text"/>
		Names of parties:	<input type="text"/>
			<input type="text"/>
		Terms of agreement:	<input type="text"/>
			<input type="text"/>

5.7	section 60 - Notice of intention by building owner	Is this item applicable?	<input type="checkbox"/>
		Will this be discharged or satisfied prior to or at settlement?	<input type="checkbox"/>
		Are there attachments?	<input type="checkbox"/>
		If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	<input type="text"/>
			<input type="text"/>
		Date of notice:	<input type="text"/>
		Building work proposed (as stated in the notice):	<input type="text"/>
			<input type="text"/>
		Other building work as required pursuant to the Act:	<input type="text"/>
			<input type="text"/>

**5.8** section 69 - 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):

**5.9** section 71 - 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):

**5.10** section 84 - 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 of notice given:

**5.10** section 84 - Enforcement notice  
(continued)

Name of relevant authority giving notice:

Nature of directions contained in notice:

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

Amount payable (if any):

**5.11** section 85(6), 85(10) or 106  
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:

**5.12** Part 11 Division 2 - 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):

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):

Certificate of Emergency Services Levy Payable

Date of notice:

16-10-2025

Amount of levy payable:

\$8.10

✓

Yes

Yes

19. Land Tax Act 1936

19.1 Notice, order or demand for payment of land tax

Is this item applicable?

☒

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

Are there attachments?

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

Certificate of Land Tax Payable

Date of notice, order or demand:

16/10/2025

Amount payable (as stated in the notice):

\$0.00

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21. Local Government Act 1999

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

Is this item applicable?

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

Are there attachments?

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

Local Government Search - rates page

Date of notice, order etc:

15/10/2025

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

City of Burnside

Land subject thereto:

Certificate of title - Volume: 5252 Folio: 196  
Unit 3/1 Waterfall Terrace, Burnside SA 5066

Nature of requirements contained in notice, order etc:

General rates 2025/2026 Financial Year

Time for carrying out requirements:

Refer to Local Government rates search

Amount payable (if any):

\$870.90

☒

Yes

Yes



## 29. Planning, Development and Infrastructure Act 2016

29.1 Part 5 - Planning and Design Code

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

**Is this item applicable?**



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

No

**Are there attachments?**

Yes

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

Property Interest report, Local Government Search and Data extract for section 7 search purposes

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: Business Neighbourhood (BN)  
Subzones: No  
Zoning overlays: See attached Data extract for section 7 search purposes

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

No

Is the land designated as a local heritage place?

No

Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?

No

Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?

Yes

**Note** - For further information about the Planning and Design Code visit [www.code.plan.sa.gov.au](http://www.code.plan.sa.gov.au).

<b>29.2</b>	<b>section 127 – Condition</b> (that continues to apply) of a development authorisation	<b>Is this item applicable?</b> <input type="checkbox"/>
		<b>Will this be discharged or satisfied prior to or at settlement?</b> <input type="checkbox"/>
		<b>Are there attachments?</b> <input type="checkbox"/>
	<i>[Note - Do not omit this item. The item and its heading must be included in the attachment even if not applicable.]</i>	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> <div></div>
		Date of authorisation: <div></div>
		Name of relevant authority that granted authorisation: <div></div>
		Condition(s) of authorisation: <div></div>

<b>29.3</b>	<b>section 139 – Notice of</b> proposed work and notice may require access	<b>Is this item applicable?</b> <input type="checkbox"/>
		<b>Will this be discharged or satisfied prior to or at settlement?</b> <input type="checkbox"/>
		<b>Are there attachments?</b> <input type="checkbox"/>
		<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> <div></div>
		Date of notice: <div></div>
		Name of person giving notice of proposed work: <div></div>
		Building work proposed (as stated in the notice): <div></div>
		Other building work as required pursuant to the Act: <div></div>

<del>29.4</del>	<del>section 140 – Notice requesting access</del>	<del>Is this item applicable?</del>	<input type="checkbox"/>
		<del>Will this be discharged or satisfied prior to or at settlement?</del>	<input type="checkbox"/>
		<del>Are there attachments?</del>	<input type="checkbox"/>
		<del>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</del>	<input type="checkbox"/>
		<div></div>	
		Date of notice:	
		<div></div>	
		Name of person requesting access:	
		<div></div>	
		Reason for which access is sought (as stated in the notice):	
		<div></div>	
		Activity of work to be carried out:	
		<div></div>	

<del>29.5</del>	<del>section 141 – Order to remove or perform work</del>	<del>Is this item applicable?</del>	<input type="checkbox"/>
		<del>Will this be discharged or satisfied prior to or at settlement?</del>	<input type="checkbox"/>
		<del>Are there attachments?</del>	<input type="checkbox"/>
		<del>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</del>	<input type="checkbox"/>
		<div></div>	
		Date of order:	
		<div></div>	
		Terms of order:	
		<div></div>	
		Building work (if any) required to be carried out:	
		<div></div>	
		Amount payable (if any):	
		<div></div>	

<b>29.6</b>	section 142 - Notice to complete development	<b>Is this item applicable?</b>	<input type="checkbox"/>
		<b>Will this be discharged or satisfied prior to or at settlement?</b>	<input type="checkbox"/>
		<b>Are there attachments?</b>	<input type="checkbox"/>
		<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	<input type="text"/>
			<input type="text"/>
		Date of notice:	<input type="text"/>
		Requirements of notice:	<input type="text"/>
		Building work (if any) required to be carried out:	<input type="text"/>
		Amount payable (if any):	<input type="text"/>

<b>29.7</b>	section 155 - Emergency order	<b>Is this item applicable?</b>	<input type="checkbox"/>
		<b>Will this be discharged or satisfied prior to or at settlement?</b>	<input type="checkbox"/>
		<b>Are there attachments?</b>	<input type="checkbox"/>
		<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	<input type="text"/>
			<input type="text"/>
		Date of order:	<input type="text"/>
		Name of authorised officer who made order:	<input type="text"/>
		Name of authority that appointed the authorised officer:	<input type="text"/>
		Nature of order:	<input type="text"/>
		Amount payable (if any):	<input type="text"/>

<del>29.8</del>	<del>section 157 – Fire safety notice</del>	<del>Is this item applicable?</del>	<input type="checkbox"/>
		<del>Will this be discharged or satisfied prior to or at settlement?</del>	<input type="checkbox"/>
		<del>Are there attachments?</del>	<input type="checkbox"/>
		<del>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</del>	<input type="checkbox"/>
		<div></div>	
		Date of notice:	
		<div></div>	
		Name of authority giving notice:	
		<div></div>	
		Requirements of notice:	
		<div></div>	
		Building work (if any) required to be carried out:	
		<div></div>	
		Amount payable (if any):	
		<div></div>	

<del>29.9</del>	<del>section 192 or 193 – Land management agreement</del>	<del>Is this item applicable?</del>	<input type="checkbox"/>
		<del>Will this be discharged or satisfied prior to or at settlement?</del>	<input type="checkbox"/>
		<del>Are there attachments?</del>	<input type="checkbox"/>
		<del>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</del>	<input type="checkbox"/>
		<div></div>	
		Date of agreement:	
		<div></div>	
		Names of parties:	
		<div></div>	
		Terms of agreement:	
		<div></div>	

<del>29.10</del>	<del>section 198(1) Requirement to vest land in a council or the Crown to be held as open space</del>	<del><b>Is this item applicable?</b></del>	<input type="checkbox"/>
		<del><b>Will this be discharged or satisfied prior to or at settlement?</b></del>	<input type="checkbox"/>
		<del><b>Are there attachments?</b></del>	<input type="checkbox"/>
		<del>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</del>	<input type="text"/>
		<input type="text"/>	
		Date requirement given:	<input type="text"/>
		Name of body giving requirement:	<input type="text"/>
		Nature of requirement:	<input type="text"/>
		Contribution payable (if any):	<input type="text"/>

<del>29.11</del>	<del>section 198(2) Agreement to vest land in a council or the Crown to be held as open space</del>	<del><b>Is this item applicable?</b></del>	<input type="checkbox"/>
		<del><b>Will this be discharged or satisfied prior to or at settlement?</b></del>	<input type="checkbox"/>
		<del><b>Are there attachments?</b></del>	<input type="checkbox"/>
		<del>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</del>	<input type="text"/>
		<input type="text"/>	
		Date of agreement:	<input type="text"/>
		Names of parties:	<input type="text"/>
		Terms of agreement:	<input type="text"/>
		Contribution payable (if any):	<input type="text"/>

*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):

*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):

<del>29.14</del>	<del>section 214(6), 214(10) or 222 - Enforcement order</del>	<del>Is this item applicable?</del>	<input type="checkbox"/>
		<del>Will this be discharged or satisfied prior to or at settlement?</del>	<input type="checkbox"/>
		<del>Are there attachments?</del>	<input type="checkbox"/>
		<del>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</del>	<input type="checkbox"/>
		<div></div>	
		Date order made:	
		<div></div>	
		Name of court that made order:	
		<div></div>	
		Action number:	
		<div></div>	
		Names of parties:	
		<div></div>	
		Terms of order:	
		<div></div>	
		Building work (if any) required to be carried out:	
		<div></div>	



34. Water Industry Act 2012

34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement

Is this item applicable?

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

Are there attachments?

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

SA Water Certificate

Date of notice or order:

16/10/2025

Name or person or body who served notice or order:

South Australian Water Corporation

Amount payable (if any) as specified in the notice or order:

\$243.69

Nature of other requirement made (if any) as specified in the notice or order:

Payment of SA Water rates and charges

☒

## Particulars relating to a strata unit

1	Name of strata corporation:	Strata Corporation 13366 Inc.
	Address of strata corporation:	1 Waterfall Terrace Burnside SA 5066

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):

See attached Statement Pursuant to Section 41 of the Strata Titles Act 1988

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

See attached Statement Pursuant to Section 41 of the Strata Titles Act 1988

(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:

See attached Statement Pursuant to Section 41 of the Strata Titles Act 1988

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

See attached Strata Plan 13366

*[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 or

☐ since the deposit of the strata plan;

Yes

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

Yes

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

Yes

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

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

Not Applicable

- 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: Munro Property Group (Neville Whittlesea)

Address: 136 The Parade

Norwood SA 5067

**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.



### 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](http://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](http://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 -

Certificate(s) of title to the land  
Check search  
Historical search  
Title and valuation package  
Property Interest Report  
Local Government Search  
Data extract for section 7 search purposes  
Strata Plan 13366  
Statement Pursuant to Section 41 of the Strata Titles Act 1988  
Certificate of Emergency Services Levy payable  
Certificate of Land Tax payable  
SA Water certificate  
Form R3 – Buyers Information Notice  
Form R7 - Warning Notice

### ACKNOWLEDGEMENT OF RECEIPT OF FORM 1 – VENDOR'S STATEMENT (Section 7, *Land and Business (Sale and Conveyancing) Act 1994*)

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

**Dated** (dd/mm/yyyy) :

Signed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Purchaser(s)

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

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

## Buyers information notice

### Prescribed notice to be given to purchaser

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

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

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

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

#### Safety

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

## Enjoyment

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

## Value

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

For more information on these matters visit [www.cbs.sa.gov.au](http://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.

*Land and Business (Sale and Conveyancing) Act 1994 - section 24B*

*Land and Business (Sale and Conveyancing) Regulations 2010 -  
regulation 21*

## Warning notice

Financial and investment advice

A land agent or sales representative who provides financial or investment advice to you in connection with the sale or purchase of land or a business is obliged to tell you the following;

**You should assess the suitability of any purchase of the land or business in light of your own needs and circumstances by seeking independent financial and legal advice.**

**NOTE:** For the purposes of section 24B of the Act, an agent or sales representative who provides financial or investment advice to a person in connection with the sale or purchase of land or a business must:

- a) in the case of oral advice - immediately before giving the advice, give the person warning of the matters set out in this Form orally, prefaced by the words "I am legally required to give you this warning"; or
- b) in the case of written advice - at the same time as giving the advice or as soon as reasonably practicable after giving the advice, give the person this Form, printed or typewritten in not smaller than 12-point type.



REAL PROPERTY ACT, 1886



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 5252 Folio 196

**Parent Title(s)** CT 3867/175  
**Creating Dealing(s)** SA 7874981  
**Title Issued** 03/03/1995      **Edition** 3      **Edition Issued** 18/07/2011

### Estate Type

FEE SIMPLE (UNIT)

### Registered Proprietor

ROSEMARY ANNE WRIGHT  
OF UNIT 3 1 WATERFALL TERRACE BURNSIDE SA 5066

### Description of Land

UNIT 3 STRATA PLAN 13366  
IN THE AREA NAMED BURNSIDE  
HUNDRED OF ADELAIDE

### Easements

NIL

### Schedule of Dealings

NIL

### Notations

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

## Certificate of Title

**Title Reference:** CT 5252/196  
**Status:** CURRENT  
**Edition:** 3

## Dealings

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

## Priority Notices

NIL

## Registrar-General's Notes

No Registrar-General's Notes exist for this title

DRAFT

## Certificate of Title

**Title Reference:** CT 5252/196  
**Status:** CURRENT  
**Parent Title(s):** CT 3867/175  
**Dealing(s) Creating Title:** SA 7874981  
**Title Issued:** 03/03/1995  
**Edition:** 3

## Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
29/06/2011	18/07/2011	11605720	TRANSFER	REGISTERED	ROSEMARY ANNE WRIGHT
29/06/2011	18/07/2011	11605719	DISCHARGE OF MORTGAGE	REGISTERED	8327290
10/07/1997	30/07/1997	8327290	MORTGAGE	REGISTERED	NATIONAL AUSTRALIA BANK LTD.
10/07/1997	30/07/1997	8327289	TRANSFER	REGISTERED	ROSEMARY ANNE WRIGHT, GREGORY HEDLEY WRIGHT
10/07/1997	30/07/1997	8327288	DISCHARGE OF MORTGAGE	REGISTERED	6956189
27/07/1990	03/09/1990	6956189	MORTGAGE	REGISTERED	

## Certificate of Title

**Title Reference** CT 5252/196  
**Status** CURRENT  
**Easement** NO  
**Owner Number** 11157759  
**Address for Notices** PO BOX 1725 BURNSIDE 5066  
**Area** NOT AVAILABLE

## Estate Type

Fee Simple (Unit)

## Registered Proprietor

ROSEMARY ANNE WRIGHT  
OF UNIT 3 1 WATERFALL TERRACE BURNSIDE SA 5066

## Description of Land

UNIT 3 STRATA PLAN 13366  
IN THE AREA NAMED BURNSIDE  
HUNDRED OF ADELAIDE

## Last Sale Details

**Dealing Reference** TRANSFER (T) 11605720  
**Dealing Date** 27/07/2009  
**Sale Price** \$0  
**Sale Type** CHANGE OF OWNERSHIP FOR NO MONETARY CONSIDERATION OR UNDISCLOSED CONSIDERATION

## Constraints

### Encumbrances

NIL

### Stoppers

NIL

## Valuation Numbers

Valuation Number	Status	Property Location Address
1845085151	CURRENT	Unit 3, 1 WATERFALL TERRACE, BURNSIDE, SA 5066

## Notations

### Dealings Affecting Title

NIL

### Notations on Plan

NIL

**Registrar-General's Notes**

NIL

**Administrative Interests**

NIL

**Valuation Record**

**Valuation Number** 1845085151

**Type** Site & Capital Value

**Date of Valuation** 01/01/2025

**Status** CURRENT

**Operative From** 01/07/1995

**Property Location** Unit 3, 1 WATERFALL TERRACE, BURNSIDE, SA 5066

**Local Government** BURNSIDE

**Owner Names** ROSEMARY ANNE WRIGHT

**Owner Number** 11157759

**Address for Notices** PO BOX 1725 BURNSIDE 5066

**Zone / Subzone** BN - Business Neighbourhood

**Water Available** Yes

**Sewer Available** Yes

**Land Use** 1330 - Townhouse - Defined As Home Unit With Both Ground And First Floor Areas

**Description** 6 H/U CP

**Local Government Description** Residential

**Parcels**

Plan/Parcel	Title Reference(s)
S13366 UNIT 3	CT 5252/196

**Values**

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$101,000	\$550,000			
Previous	\$91,000	\$500,000			

**Building Details**

**Valuation Number** 1845085151

**Building Style** Conventional

Year Built	1965
Building Condition	Basic
Wall Construction	Brick
Roof Construction	Galvanised Iron
Equivalent Main Area	115 sqm
Number of Main Rooms	6

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

DRAFT

# Property Interest Report

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

Title Reference	CT 5252/196	Reference No. 2720892
Registered Proprietors	R A*WRIGHT	Prepared 15/10/2025 13:53
Address of Property	Unit 3, 1 WATERFALL TERRACE, BURNSIDE, SA 5066	
Local Govt. Authority	CITY OF BURNSIDE	
Local Govt. Address	PO BOX 9 GLENSIDE SA 5065	

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](http://www.cbs.sa.gov.au)

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

### 1. General

- |     |  |  |
|-----|--|--|
| 1.1 | Mortgage of land<br><br><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<br>(whether over the land or annexed to the land)<br><br>Note--"Easement" includes rights of way and party wall rights<br><br><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<br><br><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<br>(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.)<br><br><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<br><br>also<br><br>Contact the vendor for these details    |
| 1.5 | Caveat   | Refer to the Certificate of Title  |
| 1.6 | Lien or notice of a lien   | Refer to the Certificate of Title  |

### 2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

### 3. ***Burial and Cremation Act 2013***

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

State Planning Commission in the Department for Housing and Urban Development has no record of any order affecting this title

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any notice affecting this title



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

## 6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed)  <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title  also  Contact the Local Government Authority for other details that might apply
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## 7. Emergency Services Funding Act 1998

7.1	section 16 - Notice to pay levy	<b>An Emergency Services Levy Certificate will be forwarded.</b> <b>If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</b>  <b>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates</b> <b><a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></b>
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## 8. Environment Protection Act 1993

8.1	section 59 - Environment performance agreement that is registered in relation to the land	EPA (SA) 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
<b>9.</b>	<b><i>Fences Act 1975</i></b>	
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
<b>10.</b>	<b><i>Fire and Emergency Services Act 2005</i></b>	
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
<b>11.</b>	<b><i>Food Act 2001</i></b>	
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
<b>12.</b>	<b><i>Ground Water (Qualco-Sunlands) Control Act 2000</i></b>	
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
<b>13.</b>	<b><i>Heritage Places Act 1993</i></b>	
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
<b>14.</b>	<b><i>Highways Act 1926</i></b>	
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
<b>15.</b>	<b><i>Housing Improvement Act 1940 (repealed)</i></b>	
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
<b>16.</b>	<b><i>Housing Improvement Act 2016</i></b>	

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

## 17. *Land Acquisition Act 1969*

17.1	section 10 - Notice of intention to acquire	Refer to the Certificate of Title for any notice of intention to acquire also Contact the Local Government Authority for other details that might apply
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## 18. *Landscape South Australia Act 2019*

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

Act

18.18	section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any notice affecting this title
18.19	section 211 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any notice affecting this title
18.20	section 215 - Orders made by ERD Court	The regional landscape board has no record of any notice affecting this title
18.21	section 219 - Management agreements	The regional landscape board has no record of any notice affecting this title
18.22	section 235 - Additional orders on conviction	The regional landscape board has no record of any notice affecting this title
<b>19. <i>Land Tax Act 1936</i></b>		
19.1	Notice, order or demand for payment of land tax	<p><b>A Land Tax Certificate will be forwarded.</b> <b>If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</b></p> <p><b>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates</b> <b><a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></b></p>
<b>20. <i>Local Government Act 1934 (repealed)</i></b>		
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
<b>21. <i>Local Government Act 1999</i></b>		
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
<b>22. <i>Local Nuisance and Litter Control Act 2016</i></b>		
22.1	section 30 - Nuisance or litter abatement notice	Contact the Local Government Authority for other details that might apply
<b>23. <i>Metropolitan Adelaide Road Widening Plan Act 1972</i></b>		
23.1	section 6 - Restriction on building work	Transport Assessment Section within DIT has no record of any restriction affecting this title
<b>24. <i>Mining Act 1971</i></b>		
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
<b>25. Native Vegetation Act 1991</b>		
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
<b>26. Natural Resources Management Act 2004 (repealed)</b>		
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
<b>27. Outback Communities (Administration and Management) Act 2009</b>		
27.1	section 21 - Notice of levy or contribution payable	Outback Communities Authority has no record affecting this title

## 28. ***Phylloxera and Grape Industry Act 1995***

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

## 29. ***Planning, Development and Infrastructure Act 2016***

- 29.1 Part 5 - Planning and Design Code  
*[ Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also
- The Planning and Design Code (the Code) is a statutory instrument under the ***Planning, Development and Infrastructure Act 2016*** for the purposes of development assessment and related matters within South Australia. The Code contains the planning rules and policies that guide what can be developed in South Australia. Planning authorities use these planning rules to assess development applications. To search and view details of proposed statewide code amendments or code amendments within a local government area, please search the code amendment register on the SA Planning Portal: [https://plan.sa.gov.au/have\\_your\\_say/code-amendments/code\\_amendment\\_register](https://plan.sa.gov.au/have_your_say/code-amendments/code_amendment_register) or phone PlanSA on 1800 752 664.
- 29.2 section 127 - Condition (that continues to apply) of a development authorisation  
*[ Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*
- State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.3 section 139 - Notice of proposed work and notice may require access
- Contact the vendor for these details
- 29.4 section 140 - Notice requesting access
- Contact the vendor for these details
- 29.5 section 141 - Order to remove or perform work
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.6 section 142 - Notice to complete development
- State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.7 section 155 - Emergency order
- State Planning Commission in the Department for Housing and Urban Development



has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.8 section 157 - Fire safety notice

Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.9 section 192 or 193 - Land management agreement

Refer to the Certificate of Title

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for details relevant to this item

also

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

### 30. ***Plant Health Act 2009***

30.1 section 8 or 9 - Notice or order concerning pests

Plant Health in PIRSA has no record of any notice or order affecting this title

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

31.1 Part 3 - Notice

Public Health in DHW has no record of any notice or direction affecting this title

also

Contact the Local Government Authority for other details that might apply

31.2 *Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)* (revoked) Part 2 - Condition (that continues to apply) of an approval

Public Health in DHW has no record of any condition affecting this title

also

Contact the Local Government Authority for other details that might apply

31.3 *Public and Environmental Health (Waste Control) Regulations 2010* (revoked) regulation 19 - Maintenance order (that has not been complied with)

Public Health in DHW has no record of any order affecting this title

also

Contact the Local Government Authority for other details that might apply

### 32. *South Australian Public Health Act 2011*

- |      |   |   |
|------|---|---|
| 32.1 | section 66 - Direction or requirement to avert spread of disease  | Public Health in DHW has no record of any direction or requirement affecting this title   |
| 32.2 | section 92 - Notice   | Public Health in DHW has no record of any notice affecting this title<br><br>also<br><br>Contact the Local Government Authority for other details that might apply    |
| 32.3 | <i>South Australian Public Health (Wastewater) Regulations 2013</i> Part 4 - Condition (that continues to apply) of an approval | Public Health in DHW has no record of any condition affecting this title<br><br>also<br><br>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 | <b>An SA Water Certificate will be forwarded.<br/>If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950</b><br><br>also<br><br>The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title<br><br>also<br><br>Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title.<br><br>also<br><br>Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title.<br><br>also<br><br>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<br><br>also<br><br>Contact the vendor for these details<br><br>also<br><br>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<br>also<br>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<br>also<br>EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title<br>also<br>Contact the Local Government Authority for information relating to item 6 |
| 10. Particulars relating to <i>Livestock Act, 1997</i>                             | Animal Health in PIRSA has no record of any notice or order affecting this title  |

## Additional Information

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

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

## Notices

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

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

#### Building restrictions

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

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

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

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

#### Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

#### ***Landscape South Australia 2019***

Water Resources Management - Taking of underground water

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

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

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

DRAFT

## Land and Business (Sale and Conveyancing) Act

### Property Interest Report

<b>Request No.:</b>	Cert1484\25	<b>Date of Issue:</b>	16/10/2025
<b>Applicant:</b>	Searchlight Technology Pty Ltd Po Box 232 RUNDLE MALL SA 5000	<b>CT No.:</b>	UNIT 3 Sec 269 SP 13366 Vol 5252 Fol 196
<b>Property:</b>	3/1 Waterfall Terrace BURNSIDE SA 5066		

Pursuant to the provisions of the regulations under the Land and Business (Sale and Conveyancing) Act, 1994, Council hereby provides particulars and documentary material in response to your enquiry.

### PRESCRIBED ENCUMBRANCES AND PARTICULARS REQUIRED

#### Part 3 – Development Plan, Development Act 1993

• Title or other brief description of zone or policy area in which the land is situated (per the Development Plan):	N/A
• Is the land situated in a designated state heritage area?	N/A
• Is the land designated as a place of local heritage value?	N/A
• Is there a Development Plan Amendment released for public consultation by the Council on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	No
• If Yes, state the name of the Council:	N/A
• Is there a Development Plan Amendment released for public consultation by the Minister on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?	No
<b>Section 42</b> – condition (that continues to apply) of a development authorisation (refer attached for details if applicable):	No

#### Part 5 - PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016

• Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code)	Z0601 (BN) Business Neighbourhood  Refer to PlanSA Section 7 Report for further information.
• Is the land situated in a designated state heritage area?	No
• Is the land designated as a place of local heritage value?	Refer to PlanSA Section 7 Report for further information.
• Is there a tree declared to be a significant tree or a stand of trees declared to be significant on the land?	Refer to PlanSA Section 7 Report for further information.
• Is there a Planning and Design Code amendment 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?	Yes

REPEALED ACT CONDITIONS	
Condition (that continues to apply) of an approval or authorisation granted under the following Acts (refer attached for details if applicable): <ul style="list-style-type: none"> <li>o Building Act 1971</li> <li>o City of Adelaide Development Control Act 1976</li> <li>o Planning and Development Act 1966</li> <li>o Planning Act 1982</li> </ul>	No
DEVELOPMENT ACT 1993	
Section 50(1) – requirement to vest land in a Council or the Crown to be held as open space	No
Section 50(2) – agreement to vest land in a Council or the Crown to be held as open space	No
Section 55 – order to remove work or perform work	No
Section 56 – notice to complete development	No
Section 57 – land management agreement	No
Section 48 or 58 – for the destruction or control of animal or plants	No
Section 69 – emergency order	No
Section 71 – fire safety notice	No
Section 84 – enforcement notice	No
Section 85(6), 85(10) or 106 – enforcement order	No
Part 11 Division 11 – proceedings	No
FIRE AND EMERGENCY SERVICES ACT 2005	
Section 105F – fire prevention or notice to prevent fires on private land	No
HEALTH – FOOD ACT 2001	
Section 44 – improvement notice	No
Section 46 – prohibition order	No
LOCAL NUISANCE AND LITTER CONTROL ACT 2016	
Section 30 – Nuisance or Litter abatement notice	No
SOUTH AUSTRALIAN PUBLIC HEALTH ACT 2011	
Section 92 Notice	No
LAND ACQUISITION ACT 1969	
Section 10 – Notices of intention to acquire	No
HOUSING IMPROVEMENT ACT 1940	
Section 23 – declaration that house is undesirable or unfit for human habitation	No
LOCAL GOVERNMENT ACT 1934	
Notice, order, declaration, charge, claim or demand given/made under the Act	No
LOCAL GOVERNMENT ACT 1999	
Notice, order, declaration, charge, claim or demand given/made under the Act	No
PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016	
Section 141 – order to remove work or perform work	No
Section 142 – notice to complete development	No
Section 155 – emergency order	No
Section 157 – fire safety notice	No
Section 198(1) – requirement to vest land in a Council or the Crown to be held as open space	No
Section 198(2) – agreement to vest land in a Council or the Crown to be held as open space	No
Part 16 Division 1 – proceedings	No
Section 213, 214(6), 214(10), 222 – enforcement notice	No

## PUBLIC AND ENVIRONMENTAL HEALTH ACT 1987

Notice or declaration of insanitary conditions

No

## BUILDING INDEMNITY INSURANCE

Approval No.	Insurer	Policy Issued	Contract Date	Builder
Nil				

## ENVIRONMENT PROTECTION

- Does the council hold details of any development approvals relating to  
(a) commercial or industrial activity at the land; or  
(b) change in the use of the land or part of the land (per the Development Act 1993)?

No

No

## Notes

### Swimming Pools (if applicable)

*On or before any settlement takes place with respect to any transfer of title to the land, the vendor is required to install, replace or upgrade any prescribed designated swimming pool safety features that are required in relation to any swimming pool (including any spa pool) that is located on the land. After settlement, the purchaser (new owner) will then be required to ensure that those safety features have been so installed, replaced or upgraded as necessary on the land (and if they have not been installed, replaced or upgraded, the new owner will be required to install, replace or upgrade those designated safety features in accordance with the relevant prescribed requirements) and thereafter the new owner must ensure that those designated safety features are maintained in accordance with the relevant prescribed requirements.*

### APPROVAL NOTICES WITHOUT ON-GOING CONDITIONS

No

*EU*

Authorised Officer  
City of Burnside

Note:

- The information provided is as required by the Land and Business (Sale and Conveyancing) Act 1994. The information should not be taken as a representation as to whether or not any other charges or encumbrances affect the subject land.
- The Property Interest Report discloses prescribed information that Council has a statutory obligation to disclose.
- Refer to attached Decision Notification Forms for details of development authorisation(s) granted.

OFFICIAL

## Data Extract for Section 7 search purposes

Valuation ID 1845085151

**Data Extract Date:** 16/10/2025

### Important Information

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

**Parcel ID:** S13366 UN3

**Certificate Title:** CT5252/196

**Property Address:** UNIT 3 1 WATERFALL TCE BURNSIDE SA 5066

### Zones

Business Neighbourhood (BN)

### Subzones

No

### Zoning overlays

#### Overlays

#### **Airport Building Heights (Regulated) (All structures over 30 metres)**

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

#### **Prescribed Wells Area**

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

#### **Regulated and Significant Tree**

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

#### **Traffic Generating Development**

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

#### **Urban Transport Routes**

The Urban Transport Routes Overlay seeks to ensure safe and efficient vehicle movement and access along urban transport routes.

## OFFICIAL

### Is the land situated in a State Heritage Place/Area

No

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

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

### Is the land designated as a Local Heritage Place

No

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

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

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

No

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

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

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

### Associated Development Authorisation Information

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

No

### Land Management Agreement (LMA)

No



**LOCAL GOVERNMENT SEARCH****Cert1484\25**

15/10/2025

Searchlight Technology Pty Ltd  
Po Box 232  
RUNDLE MALL SA 5000

Billing number: 1011270 Valuer General No: 1845085151  
Owner: Rosemary A Wright  
Property Address: 3/1 Waterfall Terrace BURNSIDE SA 5066  
Legal Description: UNIT 3 Sec 269 SP 13366 Vol 5252 Fol 196

**Pursuant to Section 187 of the Local Government Act 1999 (as amended), I certify that the following amounts are due and payable and are a charge against the above property:**

Rates and Arrears - prior 30/06/2025	0.00
Legal Fees	0.00
Rates for current financial year, which fall due on 01/07/2025 and payable as four instalments on or before 01/12/2025, 02/03/2026, 01/06/2026	1,161.25
Fines and interest for current financial year (2% fine for each late instalment, and .75% interest rate per month on all other outstanding amounts). Fines and interest are incurred on day 1 of each month	0.00
Less Rate Capping Rebate	0.00
Less amount paid for current financial year	(290.35)
Balance of rates and other monies due and payable	\$870.90
Instalment/s Due:	
Due 01/12/2025	\$290.30
Due 02/03/2026	\$290.30
Due 01/06/2026	\$290.30

**ON BEHALF OF THE CITY OF BURNSIDE**

### Street Numbering

Please note Council's official street number for this property is **3/1 Waterfall Terrace BURNSIDE SA 5066.\***

### Regulated and Significant Trees

Your attention is drawn to the requirement to obtain Development Approval before undertaking a Tree-damaging activity to a Regulated or Significant tree as defined by the Development Act 1993. Council has established the Regulated and Significant Tree Assistance Scheme which provides partial reimbursement of funds to approved works undertaken to maintain and provide for the ongoing health of Regulated and Significant Trees. Conditions apply. For more information please contact City Development and Safety on 8366 4244.

### Waste Collection Service

On the 10 December 2012 the City of Burnside moved to a new 3 Bin and Food Waste Recycling system.

Each rateable property is eligible to receive a standard set of 3 bins: general waste (140L red lid), recycling (240L yellow lid) and organics (240L green lid), as well as a food waste kitchen basket and a new Waste Education Brochure and Calendar. Bins are also available in 140L and 360L (recycle) and 140L (green organics). For further information on the new system and all fees and charges, please refer to Council's web site.

All bins will be supplied by Council and remain the property of Council.

Additional bins for recycling and organic waste may be acquired through a lease agreement with Council. A pro rata charge for the collection of additional recycling and organic bins applies.

Refer to the Kerbside Waste Management Policy for further details.

### Payment of Rates at Settlement

It is encouraged that payment of the full year's rates is made when a property is sold.

Section 178(3)(c) of the Local Government Act 1999, states that rates may be recovered as a debt from any other person who was at the **time of the declaration of the rates an owner or occupier of the land.**

If you have any queries regarding this, please do not hesitate to contact the Rates Department on 8366 4200.

### To pay these rates via PEXA

Bpay Biller Code: 8722

Reference Number: 1011270



Tuesday, 21 October 2025

Searchlight Technology  
Level 2/49 Gawler Pl,  
ADELAIDE SA 5000

Dear Sir/Madam,

**Re: Property Search for Strata Corporation No. 13366 Inc.**

**Registered Proprietor:** Rosemary Wright

**Lot Number:** 3

**Unit Number:** 3

**Paid to Date:** 31/12/2025

**Arrears:** NIL

Please find enclosed documents forming the Section 41 property search as follows:

- Statement pursuant to Section 41 of the Strata Titles Act
- Statement of accounts last prepared by the corporation
- Minutes of the general meetings of the Corporation and meetings of its management committee (if any) for a period not exceeding two years
- Corporation articles
- Corporation registered plan
- Current policies of insurance taken out by the Corporation

**Change of Ownership Advice**

Once settlement is finalised, please send through the advice of the change of ownership to our office as a matter of priority. This can either be posted or emailed to [corporations@munroproperty.com.au](mailto:corporations@munroproperty.com.au)

Should you have any queries please do not hesitate to contact the undersigned.

Kind Regards,

Neville Whittlesea  
Body Corporate Manager  
**MUNRO™ Body Corporate**

**munro**

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

Date of Statement: **23 October 2025**

Unit in respect of which the Statement is issued: **Unit 3 in Units Plan No. 13366 at 1 Waterfall Terrace, BURNSIDE SA 5066**

Person requesting certificate:

**Name: Searchlight Technology,**

**Address: Level 2/49 Gawler Pl, Adelaide SA 5000**

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

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

Total amount last determined with respect to the lot

Amount	Period
TBA	01 Oct 2025 to 30 Sep 2026

Number of instalments payable (if contributions payable by instalments) 1

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

Amount	Period	Date due
\$838.12	01 Oct 2025 to 31 Dec 2025	01 Oct 2025

Amount owing \$0.00

Interest due on unpaid levies \$0.00

Amount in credit for prepaid levies \$0.00

## 2. Sinking fund – contributions payable by regular periodic instalments or lump sum (section 76(1) of the Act)

Total amount last determined with respect to the lot

Amount	Period
TBA	01 Oct 2025 to 30 Sep 2026

Number of instalments payable (if contributions payable by instalments) 1

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

Amount	Period	Date due
\$279.38	01 Oct 2025 to 31 Dec 2025	01 Oct 2025

Amount owing \$0.00

Interest due on unpaid levies \$0.00

Amount in credit for prepaid levies \$0.00

## 3. Special contributions

Date due	Details	Determined	Amount due	Amount paid	Interest accrued*	Interest paid	Amount outstanding
06/11/2025	Gas Usage 07/07/2 -	22/10/2025	555.52	NIL	NIL	NIL	555.52
*Interest to 23/10/2025			555.52	NIL	NIL	NIL	555.52

## 4. Particulars of Assets and Liabilities of the Corporation

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

## 5. Particulars of any Expenditure

(a) Incurred by the Corporation

As per attached minutes.

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

As per attached minutes.

## 6. Insurance policies

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

Policy No. SRSC1800462 Strata Community Insurance  
3

Type: Building Broker:

Premium: \$20,846.20 Paid on: 27/11/2024 Policy start date: 09/12/2024 Next due: 09/12/2025

Cover	Sum insured	Excess	Notes
Sum Insured	\$8,022,000.00	\$1,000.00	\$10,000 burst pipes or resultant water damage
Loss of Rent/Temp Accom(15%)	\$1,203,300.00	\$1,000.00	
Common Area Contents	\$6,360.00	\$1,000.00	
Public or Legal Liability	\$30,000,000.00		
Voluntary Workers	Included		
Fidelity Guarantee	\$100,000.00		
Office Bearers Legal Liability	\$500,000.00		
Government Audit Costs	\$25,000.00		
Appeal Expenses	\$100,000.00		
Legal Defence Expenses	\$50,000.00	\$1,000.00	
Lot Fixtures & Improv.(P/L)	\$300,000.00		

Commission \$3,391.20

## 7. Documents Supplied

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

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

NOTE:

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

This Statement was prepared on behalf of Strata Corporation No. 13366 Inc. by



Neville Whittlesea  
Body Corporate Manager  
**MUNRO™ Body Corporate**

DRAFT



# INTERIM REPORTS

Munro Property Group Pty Ltd  
136 The Parade NORWOOD SA 5067  
08 8132 2000  
bc@munroproperty.com.au  
[www.munroproperty.com.au](http://www.munroproperty.com.au)

**for the financial year to 30/09/2025**

Strata Title Scheme 13366

1 Waterfall Terrace, BURNSIDE SA 5066

Manager: Neville Whittlesea

Statement of Financial Position

Statement of Financial Performance

**Page**

1

3

DRAFT



## Statement of Financial Position

As at 30/09/2025

Munro Property Group Pty Ltd  
136 The Parade NORWOOD SA 5067  
08 8132 2000  
bc@munroproperty.com.au  
[www.munroproperty.com.au](http://www.munroproperty.com.au)

Strata Corporation No. 13366 Inc.

1 Waterfall Terrace, BURNSIDE SA 5066

	Current period
<b>Owners' funds</b>	
<b>Administrative Fund</b>	
Operating Surplus/Deficit--Admin	(9,363.06)
Owners Equity--Admin	16,967.81
	<u>7,604.75</u>
<b>Sinking Fund</b>	
Operating Surplus/Deficit--Sinking	15,050.89
Owners Equity--Sinking	98,299.15
	<u>113,350.04</u>
<b>Net owners' funds</b>	<u><b>\$120,954.79</b></u>
<b>Represented by:</b>	
<b>Assets</b>	
<b>Administrative Fund</b>	
Cash at Bank--Admin	7,134.37
Receivable--Levies--Admin	711.67
Receivable--Levies (Special)--Admin	5,711.77
Receivable--Owners--Admin	25.72
	<u>13,583.53</u>
<b>Sinking Fund</b>	
Cash at Bank--Sinking	114,784.24
Receivable--Levies--Sinking	228.75
Receivable--Owners--Sinking	8.27
	<u>115,021.26</u>
<b>Unallocated Money</b>	
Cash at Bank--Unallocated	274.20
	<u>274.20</u>
<i>Total assets</i>	<u>128,878.99</u>
<b>Less liabilities</b>	
<b>Administrative Fund</b>	
Creditors--Other--Admin	661.50
Prepaid Levies--Admin	5,317.28
	<u>5,978.78</u>
<b>Sinking Fund</b>	
Prepaid Levies--Sinking	1,671.22
	<u>1,671.22</u>
<b>Unallocated Money</b>	
Prepaid Levies--Unallocated	274.20
	<u>274.20</u>



	<b>Current period</b>
<i>Total liabilities</i>	7,924.20
<b>Net assets</b>	<b>\$120,954.79</b>

DRAFT



**Statement of Financial Performance**  
**for the financial year**  
**to 30/09/2025**

Munro Property Group Pty Ltd  
136 The Parade NORWOOD SA 5067  
08 8132 2000  
bc@munroproperty.com.au  
[www.munroproperty.com.au](http://www.munroproperty.com.au)

Strata Corporation No. 13366 Inc.

1 Waterfall Terrace, BURNSIDE SA 5066

**Administrative Fund**

**Current period**

01/10/2024-30/09/2025

**Revenue**

142500	Interest on Arrears--Admin	168.87
143100	Levies Due (Special)--Admin	20,681.65
143000	Levies Due--Admin	45,000.10
145005	Recovery--Owner	265.10
<i>Total revenue</i>		<u>66,115.72</u>

**Less expenses**

153820	Admin - Contractor Compliance Management	193.68
150900	Admin--Accounting--Tax Return	295.00
150800	Admin--Auditors--Audit Services	352.00
151401	Admin--Bank Charges--Account Fees	17.04
154000	Admin--Consultant Fees	4,230.00
153809	Admin--Consultant--Comms/Data/Technology	1,296.00
153802	Admin--Consultant--Meeting Fee	275.00
151605	Admin--Consultant--Public Officer Fee	99.00
151600	Admin--Contractor Maintenance Manager	17.50
159100	Insurance--Premiums	20,846.20
167220	Maint Bldg--Building Repairs--Water Ingress	1,210.00
163000	Maint Bldg--Cleaning	5,874.55
163001	Maint Bldg--Cleaning--Carpet/Furniture	594.00
164800	Maint Bldg--Electrical--Repairs	451.61
165801	Maint Bldg--Fire Protection--Contract	1,079.10
167800	Maint Bldg--Gutters & Downpipes	3,250.00
171400	Maint Bldg--Miscellaneous	89.00
172200	Maint Bldg--Plumbing	9,018.93
160800	Maint Bldg--Repairs--Balcony/Stair Railings	1,826.00
173200	Maint Bldg--Security--Keys	15.40
170600	Maint Bldg--Security--Locks	661.50
190200	Utility--Electricity	2,826.49
190400	Utility--Gas	20,681.66
191200	Utility--Water & Sewerage	279.12
<i>Total expenses</i>		<u>75,478.78</u>

**Surplus/Deficit**

(9,363.06)

Administrative Fund

Current period

01/10/2024-30/09/2025

Opening balance	16,967.81
Closing balance	<u><u>\$7,604.75</u></u>

DRAFT

**Sinking Fund****Current period**

01/10/2024-30/09/2025

**Revenue**

242500	Interest on Arrears--Sinking	50.85
243000	Levies Due--Sinking	15,000.04
<i>Total revenue</i>		<u>15,050.89</u>

**Less expenses**

<i>Total expenses</i>	<u>0.00</u>
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**Surplus/Deficit**15,050.89

Opening balance	98,299.15
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**Closing balance****\$113,350.04**



## MINUTES OF THE ANNUAL GENERAL MEETING OF STRATA PLAN 13366

Meeting In accordance with the Strata Titles Act 1988

### **Strata Corporation No. 13366 Inc. 1 Waterfall Terrace, BURNSIDE, SA, 5066**

In accordance with the *Strata Titles Act 1988 Section 33 (2)* the Officers of the Corporation called the Annual General Meeting.

DATE: **20 April 2023**  
TIME: **05:35 PM**  
LOCATION: **136 The Parade, Norwood, SA, 5067**  
**Microsoft Teams Link: <https://msteams.link/5Y16>**

#### **Attendance**

Lot 5	Mimi Sia and Cheng Te Lin	Mimi Sia present
Lot 6	Christine Lucas	Owner present
Lot 8	Timo & Karen Van Der Heyden	Karen Van Der Heyden present
Lot 13	Angela Macgowan	Owner present
Lot 14	Justin Wagener & Alicia Furler	Justin Wagener present

#### **Others in attendance**

Neville Whittlesea on behalf of Munro.

#### **Apologies**

Nil

#### **Proxy Voting**

In accordance with the *Strata Titles Act 1988 Section 34 (2a)*, proxies were tabled and subsequently the absentee votes on the proposed agenda have also been tabled as per the *Strata Titles Act 1988 Section 34 (3a)*

Lot 3	Rosemary Wright	Proxy Name: Angela MacGowan
Lot 10	Garrick Wolfgang Lehmann	Proxy Name: Angela MacGowan
Lot 17	Jason Bollard	Proxy Name: Karen Van Der Heyden

#### **Quorum**

In accordance with the *Strata Titles Act 1988 Section 33*, a quorum is determined if at least half of the financial unit owners are represented at any meeting, in person or by proxy or, if applicable, via remote communication. At the time of the meeting, a quorum of eight financial unit owners were present therefore, the meeting opened at 05.35 PM.

## Meeting Opening, Appointment of Chairperson & Minute Secretary

To resolve that Neville Whittlesea of Munro would assist the Presiding Officer by conducting the meeting; and assist the Secretary in the recording of minutes as per *The Strata Titles Act 1988 Section 33(9)*.

### Motion CARRIED.

Yes: 8

No: 0

Abstain: 0

Inv: 0

## Declaration of Interest

In accordance with *The Strata Titles Act 1988 Section 34(3a)*, it is a legal requirement for members to make known to the meeting any direct or indirect financial interest in matters to be voted upon at a properly convened meeting. No declarations were tabled.

## Confirmation of Previous Minutes

In accordance with *The Strata Titles Act 1988 Section 33(4bb)* to resolve that the minutes of the last Annual General Meeting held on the 15th of November 2021 be confirmed as a true record of the proceedings of that meeting.

### Motion CARRIED.

Yes: 8

No: 0

Abstain: 0

Inv: 0

## Acceptance of Financial Statements

In accordance with *The Strata Titles Act 1988 Section 33(4c(i))* to resolve that the full financial statements year ending 30th of September 2022 having been circulated, tabled, and discussed be accepted as a true and accurate record of the Corporation's financial standings.

### Motion CARRIED.

Yes: 8

No: 0

Abstain: 0

Inv: 0

## Appointment of Body Corporate Manager - Amended

To resolve that Munro are to be appointed as manager of the Corporation in accordance with *The Strata Titles Act 1988 Section 27A(3)* and to assist the appointed officer bearers via delegation for the following 6 months with a review to be conducted by 30 September 2023. To further resolve that the Presiding Officer be authorised to sign the agreement.

### SERVICES COVERED BY ANNUAL MANAGEMENT FEE

*See Management Contract of Appointment*

The Manager has the functions and duties provided for under the Act including:-

### Accounting

- Establish and operate a bank account in the name of the Corporation or a trust account for the Corporation;
- Keep books of account covering all income and expenditure and assets and liabilities of the Corporation;
- Prepare annual financial statements of all income and expenditure and assets and liabilities of the Corporation (the annual accounts);

- Issue notices for fees set and special fees levied by the Corporation;
- Pay invoices on behalf of the Corporation (provided reasonable funds are held by the Corporation); Reconciliation of account.

#### **Insurance**

- Arrange insurance or renewal only with or through the authorising licensees listed in Clause 1.2 in accordance with the authority(ies) to provide insurance services listed in Clause 1.2, unless the Manager or the Manager's employer holds its own Australian Financial Services Licence covering the provision of the services;
- Arrange a valuation of the cost of reinstatement and replacement of the building/s when requested by the Corporation;
- Prepare and lodge routine insurance claims with insurers/brokers (max. 15 minutes);
- Provide any other insurance services in respect of insurance products offered through the authorising licensees as listed in Clause 1.2, or as otherwise authorised by the Australian Financial Services Licence held by the Manager, or the Manager's employer.

#### **Documentation**

- Maintain register of owners names and addresses;
- Issue all Corporation search certificates and answer reasonable enquiries at the relevant cost of the applicant/enquirer;
- Deal with routine inwards and outward correspondence;
- Keep and supervise the use of the common seal;
- Keep the records of the Owners Corporation including minutes and ballots.

#### **Annual General Meeting**

- Convene, submit a budget and financial statement to and record minutes of the Annual General Meeting;
- Attendance at Annual General Meeting may be charged as Additional Services as set out in 2.2;
- Any meeting held outside the Manager's office may attract a fee for travel time as set out in 2.2;

#### **Maintenance**

- Arrange for minor(< \$1,000 or 15 minutes) repairs and maintenance of Corporations Common Property.

#### **Guidance**

- Provide guidance to the Corporation to enable the Corporation to carry out and perform its duties and functions, as set out in this clause.

#### **General**

- Generally implement the decisions and instructions of the Corporation with respect to its duties and functions as set out in this contract.

If additional services in Clauses 2.2 and 2.3, and the Special Conditions as stated in the management contract of appointment are provided, they will be charged to the Corporation where applicable. These charges may include government charges, registering as public officer, disbursements, data storage, audit charges and tax document preparation if necessary. These charges will be debited to the Corporation as actually expended.

#### **Motion CARRIED.**

Yes: 8

No: 0

Abstain: 0

Inv: 0

#### **Election of Office Bearers**

The Chairperson will declare the positions vacant and call for nominations for Presiding Officer, Secretary and Treasurer. The current office bearers are as follows:

Presiding Officer – Angela Macgowan

Secretary – Christine Lucas

Treasurer – Justin Wegener

Alternative / further nominations were sought from the floor at the meeting.

To resolve in accordance with *The Strata Titles Act 1988 Section 23*, that the Corporation fill the above positions as per successful nomination at the meeting.

Presiding Officer – Angela Macgowan  
Secretary – Timo Van Der Heyden  
Treasurer – Justin Wegener

As per *The Strata Titles Act 1988 Section 23(5)*, the Corporation commits an offence if any of these positions is allowed to remain vacant for more than six months. Should one or more of these positions become vacant for longer than six months, a General Meeting will be required to be called to fill the position/s.

**Motion CARRIED.**

Yes: 8

No: 0

Abstain: 0

Inv: 0

## **Appointment of Management Committee**

The current Management Committee is comprised of the Office Bearers, along with Timo Van Der Heyden; Binesh Mudaliar; Jason Bollard.

To resolve the appointment of a Management Committee as per successful nomination at meeting.

To further resolve that the Management Committee be authorised to give consent for each occurrence of unplanned maintenance work, that may occur throughout the year.

- The new Management Committee is comprised of the Office Bearers, along with Christine Lucas & Jason Bollard.

*The Strata Titles Act 1988 Section 35(2)* states that: A management committee will, subject to any limitation imposed by the strata corporation, have full power to transact any business of the corporation.

Munro recommends the appointment of a management committee to ensure that the management consultant has the required directives from the representatives to carry out its business as it sees fit.

The management committee has the authority to approve quotes, some minor additions, alterations, and approvals, however may (at its discretion) call a General Meeting to consult with all owners on any matter.

Owners are requested to note that the management committee does not have the power to authorise anything for which a special or unanimous resolution of the Corporation is required by the Act or by the articles of the Corporation.

Management committees are authorised to give consent for each occurrence of unplanned maintenance work that may occur throughout the year.

Munro advises that additional fees may apply if a representative is invited to attend committee meetings, assisting with chairing, and recording the minutes.

Should a management consultant not be required, it is the responsibility of the Secretary to ensure that detailed minutes are taken and provided to Munro to hold on file and carry out any requests in accordance with the contract of appointment.

**Motion CARRIED.**

Yes: 8

No: 0

Abstain: 0

Inv: 0



## Review of Insurance

As per *The Strata Titles Act 1988 Section 30*, the Corporation's insurance must be for the full cost of replacing its buildings and / or improvements.

In accordance with *The Strata Titles Act 1988 Section 33(4, c, iv)* and *The Strata Titles Regulations 2018 Regulation 15*, the current insurance details for the Corporation are as follows:

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
SRSC18004623	Strata Community Insurance	01 Nov 2023	Sum Insured	\$7,640,000.00
			Loss of Rent/Temp Accom(15%)	\$1,146,000.00
			Common Area Contents	\$6,360.00
			Public or Legal Liability	\$30,000,000.00
			Voluntary Workers	\$200,000.00 / \$2,000.00
			Fidelity Guarantee	\$100,000.00
			Office Bearers Legal Liability	\$500,000.00
			Government Audit Costs	\$25,000.00
			Appeal Expenses	\$100,000.00
			Legal Defence Expenses	\$50,000.00
			Lot Fixtures & Improv.(P/L)	\$300,000.00
TOTAL PREMIUM: \$10,341.97				

Munro is an authorised representative of Corporate Home Unit Underwriting Agencies Pty. Ltd and an Authorised Distributor of Strata Community Insurance Pty Ltd.

Owners wanting a copy of the relevant Product Discloser Statement (PDS) or Financial Services Guide (FSG) can download a copy from the relevant insurer's website, or alternatively request one from the Munro office.

Munro is qualified to give general advice and information about insurance, not personal advice. If the Corporation requires specialist insurance advice, Munro can refer the Corporation to an insurance advisor. Munro advised the members that they are not qualified to advise on a replacement value and if guidance is required, the advice of a licensed valuer should be obtained. Munro recommends that the Corporation consider undertaking a valuation every 3-5 years to accommodate for market fluctuations, major catastrophe, and legislation changes.

Munro will not be held responsible for the decision of the Corporation relating to the sum insured and will be indemnified by the Corporation in the event a claim is not met in full due to the Corporation being under or uninsured.

### Insurance Claims

Owners are advised that any successful claim will attract an excess and will likely affect the premium upon renewal. If a claim is made because of lack of maintenance by the Corporation, the Corporation will be responsible for paying the excess. The owner will generally be responsible for the payment of the excess in all other instances.

Owners are advised that claims made against the Corporation's insurance policy associated with lack of maintenance or naturally occurring deterioration (wear and tear) may be refused by the insurer. The Corporation should ensure that regular repairs and maintenance should be planned and carried out to prevent damage to the common property.

Claims also associated with non-rectification of an insured property defect, error, or omission that you were aware of or should reasonably have been made aware of may also be refused by the insurer.

Owners are further advised that when making a claim against malicious damage, theft, arson etc. a Police Incident Report (PIR) number will be required by the insurer and the report should be made as soon as the insured is aware of the loss.

If owners are unsure as to what is required when making a claim, they are to refer to the insurer's PDS.

## Insurance Valuation & Renewal Instructions

In accordance with *The Strata Titles Act 1988 Section 30(1)*, the Corporation must consider the value of the sum insured to include a total rebuild of all buildings and building improvements on the site.

Munro advised the members that they are not qualified to advise on a replacement value for insurance purposes owners are to be mindful that in case of a major event, council legislative requirements may have changed over the years thus incurring additional costs when rebuilding and if the members are unsure as to what the policy should be renewed for, they should obtain the advice of a valuer.

It is noted that the Corporation's last valuation was completed on 23 Jun 2022 by Body Corporate Insurance Valuations with the recommended replacement sum being \$7,640,000.00.

To resolve that Munro renew the insurance as per instructions provided at the meeting.

If no members present or if no clear instructions are received, in order to remain compliant with legislation and to ensure that the common property remains insured at all times, Munro is authorised to automatically renew the Corporation insurance policy up to 2 weeks before maturity each year at the limits of cover held by the Corporation or as determined by a meeting of the Corporation.

### Motion CARRIED.

Yes: 8

No: 0

Abstain: 0

Inv: 0

## Alternatives for Insurance Valuation & Renewal Instructions

**(Option A)** To resolve that the members consider the current sums insured adequate to cover full replacement value and to keep the same upon renewal as per the obligations under *The Strata Titles Act 1988*.

**(Option B)** To resolve that Munro arranges an insurance valuation to be carried out for the Corporation, and that the sums insured amount be set as per the recommended replacement value.

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

A: 8

B: 0

Inv: 0

## Alterations, Additions & Approvals

Owners are advised that Corporation approval is required for certain things including (but not limited to) prescribed works, pets, and exclusive use of common property. Some approvals require the passing of a special or unanimous resolution and cannot be considered unless the exact wording of the proposal is included in the agenda.

Owners are advised that it is a requirement under *The Strata Titles Act 1988 Section 29(1b)* that owners must not carry out prescribed works to their unit or the common property without a special resolution being passed at a property convened meeting.

"Prescribed work" in relation to a unit means—

- (a) the erection, alteration, demolition or removal of a building;
- (b) the alteration of the external appearance of a building.

If owners are unsure if Corporation approval is required, they are to contact Munro for further clarification.

## Common Property Maintenance

As per *The Strata Titles Act 1988 Section 25(a)*, it is the responsibility of the Corporation to carry out repairs and maintenance to the common property and ensure that its integrity is maintained.

### Cleaning

Francken's Cleaning Services Pty Ltd undertake the regular 4 weekly cleaning of the common areas. The committee are satisfied with the services and agreed to continue with the arrangement.

### Gutter Cleaning

The gutters were last cleaned by Do Maintenance in March 2023 and the members agreed that regular gutter cleaning should be undertaken due to tree debris falling into the corporation's gutters. The manager was requested to obtain a quote for regular cleaning (recommendation to be provided by the contractor) and forward to the committee for instruction. The corporation has not budgeted for gutter cleaning this financial year and if quote is accepted by the committee, it was agreed to use sinking funds for this year and then add the gutter cleaning costs to subsequent budgets. The contractor will be asked to provide any recommendations when gutters are cleaned for any gutter maintenance issues.

### Unstable balcony railing near unit 6 & side steps on Level 1

The manager was requested to arrange a contractor to investigate this issue. Timo Van Der Heyden will provide the details of the location and will be site contact to discuss the proposal with the contractor. Once the quote is received, the committee will be contacted for a decision.

### Balcony Rectification (Engineer's quote attached)

The corporation reviewed the balcony rectification works. An engineer's report was obtained in 2016 from TMK Engineers, however this work was on hold due to other corporation priorities. After much discussion, it was agreed in principle to re-engage the engineer to review and investigate any additional works on the balcony due to the original report being done in 2016. The manager will contact TMK Engineer's for a cost to re-inspect the property and advise the committee. The committee is aware the rectification costings will be significant and are seeking to progress over the next 6 months to obtain any updated quotes once the engineer's report is received. Once the report is received and quotes obtained, an Extraordinary General Meeting (EGM) may be required to decide on which the corporation chooses to move ahead. The cost of the report is to be funded via sinking.

### Window Lintels

The meeting discussed the window lintels and advised that there is water ingress and movement due

to cracking. After discussion, the manager was requested to obtain from TMK Engineer's to investigate and provide a report on the conditions of the window lintels on the northern side of the property and forward to committee for instruction.

#### Emergency Works

In the event of a property emergency, Munro is to be contacted in the first instance on 08 8132 2000. In the event of afterhours emergencies, the call will be directed to HPG Insurance & Maintenance Works. Please note that this service is above and beyond the standard service provided and will incur additional charges at an hourly rate.

If the works are not deemed an emergency or are determined to be the responsibility of the owner, costs will be passed to the owner for recovery.

### **General Business**

#### Smoking issues

The corporation has recently been advised that an occupant whilst smoking may not be aware that the second-hand smoke has been filtrating through to other units affecting other occupants. The committee has requested the manager to contact the complainant to provide further information as to the believed source and location of the smoke. It was suggested that the owner or property managers be advised to initiate a discussion with the offending unit. The committee has requested to be kept updated in the event that the issue remains unresolved.

In addition, the committee has also expressed the need for further information regarding the implementation of smoking restrictions within the strata corporation. This measure is aimed at benefiting all occupiers in the Corporation.

### **BUDGET & CONTRIBUTIONS**

#### **Review & Acceptance of Administration Fund**

To resolve in accordance with *The Strata Titles Act 1988 Section 27*, that the proposed administration budget and consequently the annual contributions being \$37,728.00 be accepted.

#### **Motion CARRIED.**

Yes: 8

No: 0

Abstain: 0

Inv: 0

#### **Review & Acceptance of Sinking Fund - Amended**

To resolve in accordance with *The Strata Titles Act 1988 Section 27*, that the proposed sinking fund budget and consequently the annual contributions being \$80,000.00 be accepted.

After discussion, it was agreed to reduce the annual sinking fund contribution to \$15,000 and not accept the above motion. The committee advised that once quotes are obtained for balcony rectification works, the corporation will have indicative costings and funding methods to discussed at the next AGM/EGM.

Hence it was resolved in accordance with *The Strata Titles Act 1988 Section 27*, that the proposed sinking fund budget and consequently the annual contributions being \$80,000.00 be reduced to \$15,000.00 be accepted.

#### **Motion CARRIED.**

Yes: 8

No: 0

Abstain: 0

Inv: 0

## Contributions

Both contributions are to be divided by unit entitlement and paid in quarterly instalments.

## Forward Budget

To resolve that Munro act upon instructions given at the meeting.

### Motion CARRIED.

Yes: 8

No: 0

Abstain: 0

Inv: 0

## Alternatives for Forward Budget

**(Option A)** To resolve to obtain a sinking fund analysis report for the purposes of long-term budgeting. This is to be sent to the management committee for further instructions once received.

**(Option B)** To resolve that a sinking fund analysis report is not required at this time as there is no capital expenditure anticipated in the next 3-5 years.

### 'OPTION B' has been selected with the highest votes.

A: 0

B: 8

Inv: 0

## Confirmation of Debt Recovery Process for Arrears

As per *The Strata Titles Act 1988 Section 27(5)*, "a contribution, instalment or interest may be recovered as a debt", to resolve unanimously to uphold the current policy of debt recovery, which is as follows:

### Current Process for Collection Unpaid Contributions

- For levies unpaid 14 days after their due date, owner/s will receive a reminder letter and a text message (stage 1).
- For levies unpaid 60 days after their due date and greater than \$50.00, the owner/s will receive a final notice outlining the cost associated with transferring the recovery to a lawyer and a text message (stage 2, cost \$33.00).
- For levies unpaid 90 days after their due date and greater than \$500.00, the owner/s will receive a notice outlining that the recovery of overdue levies will be transferred to a solicitors' office specialising in debt recovery (stage 3, cost \$66.00).
- Any and all additional solicitors' costs will be payable by the owner.

All costs initially will need to be met by the Corporation but will be recovered by the action and applied to the unit owner's account.

### Interest Charged on Overdue Accounts

As per *The Strata Titles Act 1988 Section 27(4(b))* the Corporation may "fix (in accordance with the regulations) interest payable in respect of a contribution, or an instalment of a contribution, that is in arrears." The Corporation to confirm that the interest rate of 15% per annum be applied to owners who fall in arrears with their payments.

Munro is to be contacted if an owner is having difficulty paying on time, so fees are minimised or negotiated, interest charged may be waived if an adequate payment plan is maintained and adhered to.

### Motion CARRIED.

Yes: 8

No: 0

Abstain: 0

Inv: 0

## Appointment of Public Officer

To resolve that Mr Joshua Baldwin of Munro act as Public Officer as defined under *The Income Tax Assessment Act 1936*.

Under *The Income Tax Assessment Act 1936*, a person is required to be nominated to act as public officer for the Corporation. An owner can fill this position however this can present issues should ownership of the lot change at any time.

### Motion CARRIED.

Yes: 8

No: 0

Abstain: 0

Inv: 0

## Engagement of Auditor

To resolve as per *The Strata Titles Act 1988 Section 36H* that NRM Johnson be engaged to audit the annual statement of accounts.

NRM Johnson is a registered company auditor within the meaning of *The Corporations Act 2001* of the Commonwealth.

### Motion CARRIED.

Yes: 8

No: 0

Abstain: 0

Inv: 0

## Member Register

The members register may be circulated as a confidential document to all owners upon request. Should you prefer not to have your details circulated, please advise the manager in writing.

To ensure you receive all corporation communications, please ensure you advise our office of a valid email address and advise of any contact changes that may occur.

Owners are reminded that correspondence and financial files are available for inspection upon request and with prior arrangement during regular business hours at the offices of Munro Property Group.

## Next Meeting Date & Meeting Closure

To set the date and time for the next Annual General Meeting under consultation with the Presiding Officer.

## Meeting Close

The meeting closed at 06.55 PM.

# Approved Budget to apply from 01/10/2022

Strata Corporation No. 13366 Inc.

1 Waterfall Terrace, BURNSIDE SA 5066

## Administrative Fund

Approved  
budget

### Revenue

Levies Due--Admin	37,728.00
<i>Total revenue</i>	<u>37,728.00</u>

### Less expenses

Admin - Contractor Compliance Management	176.00
Admin--Accounting--Tax Return	265.00
Admin--Auditors--Audit Services	297.00
Admin--Bank Charges--Account Fees	100.00
Admin--Consultant Fees	3,440.00
Admin--Consultant--Disbursements	594.00
Admin--Consultant--Meeting Fee	165.00
Admin--Consultant--Public Officer Fee	99.00
Insurance--Premiums	10,341.00
Maint Bldg--Building Repairs--General	1,500.00
Maint Bldg--Cleaning	6,500.00
Maint Bldg--Electrical--Repairs	700.00
Maint Bldg--Fire Protection--Contract	850.00
Maint Bldg--Gates	500.00
Maint Bldg--Painting	500.00
Maint Bldg--Pest/Vermin Control	500.00
Maint Bldg--Plumbing	1,500.00
Maint Grounds--Gardening	300.00
Utility--Electricity	2,500.00
Utility--Gas	7,000.00
<i>Total expenses</i>	<u>37,827.00</u>

### Surplus/Deficit

(99.00)

Opening balance 17,659.91

### Closing balance

\$17,560.91

Total units of entitlement

10000

Levy contribution per unit entitlement

\$3.77

DRAFT



**Sinking Fund****Approved  
budget****Revenue**

Levies Due--Sinking	15,000.00
<i>Total revenue</i>	<u>15,000.00</u>

**Less expenses**

Maint Bldg--Structural Rectification	150,000.00
<i>Total expenses</i>	<u>150,000.00</u>

**Surplus/Deficit**

Opening balance	80,521.95
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**Closing balance**-\$54,478.05

Total units of entitlement	10000
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Levy contribution per unit entitlement	\$1.50
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## MINUTES OF THE ANNUAL GENERAL MEETING OF STRATA PLAN 13366

Meeting In accordance with the Strata Titles Act 1988

**Strata Corporation No. 13366 Inc.**  
**1 Waterfall Terrace, BURNSIDE, SA, 5066**

In accordance with the *Strata Titles Act 1988 Section 33 (2)* the Officers of the Corporation called the Annual General Meeting.

DATE: **21 November 2024**  
TIME: **05:30 PM**  
LOCATION: **Munro Property,  
136 The Parade, Norwood, SA, 5067  
<https://msteams.link/VDD5>**

### Attendance

Lot 3	Rosemary Wright	Owner present
Lot 5	Mimi Sia and Cheng Te Lin	Electronic vote
Lot 6	Christine Lucas	Owner present
Lot 7	Mary & Daniel Castignani	Electronic vote
Lot 8	Timo Van Der Heyden	Owner present
Lot 10	Garrick Lehmann	Owner present
Lot 13	Dario Lunetta	Owner present
Lot 14	Justin Wagener	Owner present
Lot 17	Jason Bollard	Owner present

### Others in attendance

Neville Whittlesea on behalf of Munro.

### Proxy Voting

In accordance with the *Strata Titles Act 1988 Section 34 (2a)*, proxies were tabled and subsequently the absentee votes on the proposed agenda have also been tabled as per the *Strata Titles Act 1988 Section 34 (3a)*

Lot 16 Jagannath Mudaliar

Proxy Name: Rosemary Wright

### Quorum

In accordance with the *Strata Titles Act 1988 Section 33*, a quorum is determined if at least half of the financial unit owners are represented at any meeting, in person or by proxy or, if applicable, via remote communication. At the time of the meeting, a quorum of 58.8% financial unit owners was present therefore, the meeting opened at 05:32 PM.

## MEETING OPENING, APPOINTMENT OF MEETING CHAIRPERSON & MINUTE SECRETARY

Resolved that Neville Whittlesea of Munro would assist the Presiding Officer by conducting the meeting; and assist the Secretary in the recording of minutes as per *The Strata Titles Act 1988 Section 33(9)*.

### Motion CARRIED.

Yes: 9

No: 0

Abstain: 1

Inv: 0

## DECLARATION OF INTEREST

In accordance with *The Strata Titles Act 1988 Section 34(3a)*, it is a legal requirement for members to make known to the meeting any direct or indirect financial interest in matters to be voted upon at a properly convened meeting. No conflict of interest were declared

## CONFIRMATION OF PREVIOUS MINUTES

Resolved, in accordance with *The Strata Titles Act 1988 Section 33(4bb)*, that the minutes of the last Annual General Meeting held on the 8th of November 2023 be confirmed as a true record of the proceedings of that meeting.

A copy of the last minutes can be located on the SMATA portal. Alternatively, please contact the Munro office.

### Motion CARRIED.

Yes: 8

No: 0

Abstain: 2

Inv: 0

## ACCEPTANCE OF FINANCIAL STATEMENTS

Resolved, in accordance with *The Strata Titles Act 1988 Section 33(4c(i))*, that the full financial statements year ending 30th of September 2024 having been circulated, tabled, and discussed be accepted as a true and accurate record of the Corporation's financial standings.

### Motion CARRIED.

Yes: 8

No: 0

Abstain: 2

Inv: 0

## ELECTION OF OFFICE BEARERS

The Chairperson declared the positions vacant and call for nominations for Presiding Officer, Secretary and Treasurer. The current office bearers are as follows:

Presiding Officer - Timo Van Der Heyden (declined to continue in the role due to potential sale of lot in the short-term)

Secretary - Rosemary Wright (declined to continue in this role)

Treasurer - Justin Wegener

Alternative / further nominations were sought from the floor at the meeting with the following nominations and acceptance were received

Presiding Officer – Garrick Lehmann

Secretary – Christine Lucas

Treasurer – Justin Wegener

In accordance with *The Strata Titles Act 1988 Section 23*, the Corporation has filled the above positions as per successful nomination at the meeting.

As per *The Strata Titles Act 1988 Section 23(5)*, the Corporation commits an offence if any of these positions is allowed to remain vacant for more than six months. Should one or more of these positions become vacant for longer than six months, a General Meeting will be required to be called to fill the position/s.

### **Motion CARRIED.**

Yes: 9

No: 0

Abstain: 1

Inv: 0

## APPOINTMENT OF MANAGEMENT COMMITTEE

The current management committee is comprised of the Office Bearers, along with Christine Lucas & Jason Bollard.

Whilst Rosemary Wright has declined to be an office bearer (refer above) of the committee she has offered to join the management committee and act as an on-site contact any trade contractors to co-ordinate access.

Accordingly, the new management committee is comprised of the Office Bearers, along with Rosemary Wright & Jason Bollard.

Resolved the appointment of a Management Committee as per successful nomination at the meeting; and that the management committee be authorised to give consent for each occurrence of unplanned maintenance work, that may occur throughout the year.

*The Strata Titles Act 1988 Section 35(2)* states that: A management committee will, subject to any limitation imposed by the strata corporation, have full power to transact any business of the corporation.

Munro recommends the appointment of a management committee to ensure that the management consultant has the required directives from the representatives to carry out its business as it sees fit.

The management committee has the authority to approve quotes, some minor additions, alterations, and approvals, however may (at its discretion) call a General Meeting to consult with all owners on any matter.

Owners are reminded that the management committee does not have the power to authorise anything for which a special or unanimous resolution of the Corporation is required by the Act or by the articles of the Corporation.

Munro advises that additional fees may apply if a representative is invited to attend committee meetings, assisting with chairing, and recording the minutes.

Should a management consultant not be required, it is the responsibility of the Secretary to ensure that detailed minutes are taken and provided to Munro to hold on file and carry out any requests in accordance with the contract of appointment.

### **Motion CARRIED.**

Yes: 9

No: 0

Abstain: 1

Inv: 0

## APPOINTMENT OF BODY CORPORATE MANAGER

Resolved that Munro be appointed as manager of the Corporation in accordance with *The Strata Titles Act 1988 Section 27A(3)* and to assist the appointed officer bearers via delegation for the following 12 months; and that the Presiding Officer be authorised to sign the agreement.

### SERVICES COVERED BY ANNUAL MANAGEMENT FEE

*See Management Contract of Appointment*

The Manager has the functions and duties provided for under the Act including:

#### Accounting

- Establish and operate a bank account in the name of the Corporation or a trust account for the Corporation;
- Keep books of account covering all income and expenditure and assets and liabilities of the Corporation;
- Prepare annual financial statements of all income and expenditure and assets and liabilities of the Corporation (the annual accounts);
- Issue notices for fees set and special fees levied by the Corporation;
- Pay invoices on behalf of the Corporation (provided reasonable funds are held by the Corporation);
- Reconciliation of account.

#### Insurance

- Arrange insurance or renewal only with or through the authorising licensees listed in Clause 1.2 in accordance with the authority(ies) to provide insurance services listed in Clause 1.2, unless the Manager or the Manager's employer holds its own Australian Financial Services Licence covering the provision of the services;
- Arrange a valuation of the cost of reinstatement and replacement of the building/s when requested by the Corporation;
- Prepare and lodge routine insurance claims with insurers/brokers (max. 15 minutes);
- Provide any other insurance services in respect of insurance products offered through the authorising licensees as listed in Clause 1.2, or as otherwise authorised by the Australian Financial Services Licence held by the Manager, or the Manager's employer.

#### Documentation

- Maintain register of owners' names and addresses;
- Issue all Corporation search certificates and answer reasonable enquiries at the relevant cost of the applicant/enquirer;
- Deal with routine inwards and outward correspondence;
- Keep and supervise the use of the common seal;
- Keep the records of the Owners Corporation including minutes and ballots.

#### Annual General Meeting

- Convene, submit a budget and financial statement to and record minutes of the Annual General Meeting;
- Attendance at Annual General Meeting may be charged as Additional Services as set out in 2.2;
- Any meeting held outside the Manager's office may attract a fee for travel time as set out in 2.2.

#### Maintenance

- Arrange for minor (< \$1,000 or 15 minutes) repairs and maintenance of Corporation's common property.
- Guidance

- Provide guidance to the Corporation to enable the Corporation to carry out and perform its duties and functions, as set out in this clause.

#### General

- Generally implement the decisions and instructions of the Corporation with respect to its duties and functions as set out in this contract.

If additional services in Clauses 2.2 and 2.3, and the Special Conditions as stated in the management contract of appointment are provided, they will be charged to the Corporation where applicable. These charges may include government charges, registering as public officer, disbursements, data storage, audit charges and tax document preparation if necessary. These charges will be debited to the Corporation as actually expended.

#### **Motion CARRIED.**

Yes: 8

No: 0

Abstain: 2

Inv: 0

## **INSURANCE**

### **Insurance Details**

As per *The Strata Titles Act 1988 Section 30*, the Corporation's insurance must be for the full cost of replacing its buildings and / or improvements.

In accordance with *The Strata Titles Act 1988 Section 33(4, c, iv)* and *The Strata Titles Regulations 2018 Regulation 15*, the current insurance details for the Corporation are included in the table below, with further details of commissions received in the Insurance Renewal Disclosure Advice (see attachment).

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
SRSC18004623	Strata Community Insurance	09 Dec 2024	Sum Insured	\$7,640,000.00
			Loss of Rent/Temp Accom(15%)	\$1,146,000.00
			Common Area Contents	\$6,360.00
			Public or Legal Liability	\$30,000,000.00
			Voluntary Workers	\$200,000.00 / \$2,000.00
			Fidelity Guarantee	\$100,000.00
			Office Bearers Legal Liability	\$500,000.00
			Government Audit Costs	\$25,000.00
			Appeal Expenses	\$100,000.00
			Legal Defence Expenses	\$50,000.00
			Lot Fixtures & Improv.(P/L)	\$300,000.00
			Excess - Water Related	\$10,000.00
			Standard Excess	\$1,000.00
TOTAL PREMIUM: \$18,384.79				

Munro is qualified to give general advice and information about insurance, not personal advice. If the Corporation requires specialist insurance advice, Munro can refer the Corporation to an insurance advisor. Munro advised the members that they are not qualified to advise on a replacement value and if guidance is required, the advice of a licensed valuer should be obtained. Munro recommends that the Corporation consider undertaking a valuation every 3-5 years to accommodate for market fluctuations, major catastrophe, and legislation changes.

Munro will not be held responsible for the decision of the Corporation relating to the sum insured and will be indemnified by the Corporation in the event a claim is not met in full due to the Corporation being under or uninsured.

## Valuation

In accordance with *The Strata Titles Act 1988 Section 30(1)*, the Corporation must consider the value of the sum insured to include a total rebuild of all buildings and building improvements on the property.

Munro advises members that they are not qualified to advise on a replacement value for insurance purposes owners are to be mindful that in case of a major event, council legislative requirements may have changed over the years thus incurring additional costs when rebuilding and if the members are unsure as to what the policy should be renewed for, they should obtain the advice of a valuer.

It is noted that the Corporation's last valuation was completed on 23 Jun 2022 by Body Corporate Insurance (BCI) with the recommended replacement sum being \$7,640,000.00.

A copy of the valuation report can be obtained from the SMATA portal.

## Determination of Sums Insured

Resolved that the Corporation confirm, vary or extend the sums insured by a majority vote on the following options.

### Motion CARRIED.

Yes: 9

No: 0

Abstain: 1

Inv: 0



## Alternatives for Determination of Sums Insured

**(Option A)** To resolve that the Corporation increase the building sum insured by CPI or 5% (whichever is greater) upon renewal.

**(Option B)** To resolve that the members consider the current sums insured adequate to cover full replacement value and extend the policy to keep the same upon renewal as per the obligations under *The Strata Titles Act 1988*.

**(Option C)** To resolve that Munro arranges an insurance valuation to be carried out for the Corporation, and that the sums insured amount be set as per the recommended replacement value.

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

A: 8

B: 0

C: 2

Inv: 0

**Addit : The consensus of owners present is for the corporation to strongly consider an updated valuation at the 2024 AGM due to last report undertaken on 23 June 2022**

## Authorised Representatives / Distributors

Munro Property is an Authorised Representative of Corporate Home Unit Underwriting Agencies Pty. Ltd and an Authorised Distributor of Strata Community Insurance Pty Ltd.

## Placement of Insurance

Munro advises that the insurance renewal for the Corporation is due 9th December 2024.

Resolved that the Corporation accept the renewal terms as outlined in the renewal invitation.

Attached to the agenda is:

- Insurance Renewal Written Advice. This contains links to the relevant Product Disclosure Statement and Financial Services Guide, and the report on commissions received in the last 12 months, and an estimate of commissions to be received in the following 12 months.
- The renewal invitation from the Corporation's insurer.
- Strata Community Australia (SCA) Best Practice Insurance Guide – Consumer Fact Sheet.

(Please note that the initial insurance premium quoted based on \$7,640,000 has increased to \$20,100.18. As a result, the budget has been increased).

*Should no clear instructions be received, in order to remain compliant with legislation and to ensure that the common property remains insured at all times, Munro is authorised to automatically renew the Corporation insurance policy before maturity each year at the limits of cover held by the Corporation.*

**Motion CARRIED.**

Yes: 9

No: 0

Abstain: 1

Inv: 0

## Insurance Claims – General Information

Owners are advised that any successful claim will attract an excess and will likely affect the premium upon renewal. If a claim is made because of a lack of maintenance by the Corporation, the Corporation will be responsible for paying the excess. The owner will generally be responsible for the payment of the excess in all other instances.

Owners are advised that claims made against the Corporation's insurance policy associated with lack of maintenance or naturally occurring deterioration (wear and tear) may be refused by the insurer. The Corporation should ensure that regular repairs and maintenance should be planned and carried out to prevent damage to the buildings.

Claims also associated with non-rectification of an insured property defect, error, or omission that you were aware of or should reasonably have been made aware of may also be refused by the insurer.

Owners are further advised that when making a claim against malicious damage, theft, arson etc. a Police Incident Report (PIR) number will be required by the insurer and the report should be made as soon as the insured is aware of the loss.

If owners are unsure as to what is required when making a claim, they are to refer to the insurer's Product Disclosure Statement.

## ALTERATIONS, ADDITIONS & APPROVALS

As of the agenda issuance, no applications have been submitted for consideration.

Owners are advised that Corporation approval is required for certain things including (but not limited to) prescribed works, pets, and exclusive use of common property. Some approvals require the passing of a special or unanimous resolution and cannot be considered unless the exact wording of the proposal is included in the agenda.

Owners are advised that it is a requirement under *The Strata Titles Act 1988 Section 29(1b)* that owners must not carry out prescribed works to their unit or the common property without a special resolution being passed at a properly convened meeting.

"Prescribed work" in relation to a unit means—

- (a) the erection, alteration, demolition or removal of a building;
- (b) the alteration of the external appearance of a building.

If owners are unsure if Corporation approval is required, they are to contact Munro for further clarification.

## COMMON PROPERTY MAINTENANCE

### Emergency Works

In the event of a property emergency, Munro is to be contacted in the first instance on 08 8132 2000. In the event of after-hours emergencies, the call will be directed to HPG Insurance & Maintenance Works. Please note that this service is above and beyond the standard service provided and will incur additional charges at an hourly rate.

If the works are not deemed an emergency or are determined to be the responsibility of the owner, costs will be passed to the owner for recovery.

## Cleaning Arrangements

Francken's Cleaning Service Pty Ltd undertakes the general cleaning and maintenance of the common areas, excluding the laundry area, on a weekly basis. Approval sought to continue this arrangement. The manager has also been sought to engage a carpet clean of the common area in the short-term and to seek feedback from the cleaner as to future frequency.

### Motion CARRIED.

Yes: 9

No: 0

Abstain: 1

Inv: 0

## Replacement of the Intercom System

Background- Over the past 12 months, the intercom system has been faulty. Due to the age of the current intercom system, the communications contractor has advised that they have difficulties in securing spare parts for this model and a complete replacement may be necessary. The management committee has reviewed the work required and would like feedback from the lot owners regarding the replacement.

Motion- That the corporation approves the replacement of the existing intercom system with a new updated system as recommended by the communications contractor. Quotes will be obtained for the replacement and forwarded to the management committee for instruction. All owners will be notified of definitive costs and quote approved by the committee. If there are insufficient sinking funds, a special levy will be raised to cover the cost.

### Motion DEFEATED.

Yes: 0

No: 9

Abstain: 1

Inv: 0

## Gutter Cleaning Schedule

Background- Following the HPG roof report undertaken in June 2023, after a water ingress incident, it was recommended that regular gutter cleaning be scheduled to clear leaves primarily from nearby gum trees located on the council verge.

The corporation to resolve to confirm the ongoing engagement of Gutter-Tec every quarter for gutter cleaning at a cost of \$650.00 per visit (approx.). The contractor will provide photographs of the before and after clean. The annual budget of gutter cleaning will be \$2600.00 (approx.).

Motion- That the corporation approves the quarterly gutter cleaning as per the above-quoted cost.

*Gutter-Tec have advised that gum trees by nature will drop their foliage with any sudden changes in weather conditions. As a result, it is possible for foliage to accumulate in the gutters shortly after cleaning, particularly during weather fluctuations.*

### Motion CARRIED.

Yes: 10

No: 0

Abstain: 0

Inv: 0

**Addit – The Presiding Officer has supported the explanatory notes and requested the manager to explore if the cleaner contractor, or any on-site owner, could undertake informal roof drone inspection to capture the amount of leave debris whilst not physically going onto the roof**

## Balcony Repairs (Business Arising)

**Background-** The balcony repairs were discussed at the AGM in 2017. At the time the builder who provided the quote advised that additional work is needed: the balconies should be re-aligned to improve water drainage, with stormwater plumbing installed to prevent recurring issues. Without these structural corrections, similar problems are likely to reoccur within 2-3 years. The initial quote, covering steel treatment, repainting, removal and re-laying of balcony tiles and stormwater connection was just over \$100,000.00 (Refer to 2017 minutes on the Munro portal if required for further information).

Following the 2017 AGM, the balcony work was postponed by the corporation as other maintenance projects took priority. This matter was revisited at subsequent AGM's and at the 2023 AGM, the manager was requested to obtain a quote from TMK Engineers for an engineer's report on the current condition of the balconies, including recommendations and a proposed repair timeframe.

A cost for this report was provided and submitted to the committee for consideration. The cost for the TMK Engineers report is \$2,250.00 + GST (\$2,475.00 indicative in 2023).

**Motion-** That the corporation agrees to proceed with engaging TMK Engineers to complete the balcony assessment. Once this report is available, quotes for repairs will be obtained based on the engineer's scope of work. Sinking funds could be utilised for the report.

### **Motion CARRIED.**

Yes: 10

No: 0

Abstain: 0

Inv: 0

**Note-** TMK Engineers will be issued a work order to assess the balconies and provide an engineer's report detailing safety concerns and scope of recommended works. Once the report is received, it will be sent to committee members for review. All owners will be informed of the report's findings and recommendations. If the report indicates urgent repairs or rectifications, balcony repairs will be prioritized. Quotes will be obtained based on the engineer's scope of work. An Extraordinary General Meeting (EGM) will be convened to vote on repair quotes and funding.

## Window Lintels- Northern Side

**Background-** The window lintels on the northern side of the units need repairs. A maintenance contractor has inspected the property and recommended engaging an engineer to assess the affected areas of the building. A quote from TMK Engineers for this assessment was obtained and provided to the committee for review. The committee has raised queries regarding cost responsibility on both the northern and southern sides. Further discussion on the sections will be held at the AGM.

The cost for the TMK Engineers report is \$2,250.00 + GST (\$2,475.00 indicative in 2023).

**Motion-** That the corporation agrees to proceed with engaging TMK Engineers to complete the assessment of the works for northern external walls. Once this report is available, quotes for repairs will be obtained based on the engineer's scope of work. Sinking funds could be utilised for the report.

### **Motion DEFEATED.**

Yes: 2

No: 8

Abstain: 0

Inv: 0

**Note-** The owners present acknowledged the need for the assessment but agreed that balcony and roof works should take priority. Once these works are completed, the owners agreed to revisit the window lintels work, likely at the next AGM. Consequently, the decision was made to defer any action at this stage.

## Roof Rectification/ Skylight Repairs

Building contractors who have attended to assess the required repairs for the skylight in the foyer have advised that these repairs be deferred until full roof rectification is completed. This recommendation is due to deteriorating roof sheets, box gutters and flashing that needs immediate attention.

The roofing contractor has estimated a comprehensive roof rectification cost of \$110,000.00 (approx) which includes replacing roof sheets, box gutters, sumps, flashings around penetrations and cappings and the use of cranes and handrails.

Motion– That the corporation explore and obtain quotes from roof contractors for the recommended roof rectification. An Extraordinary General Meeting will be called to review the quotes and funding arrangements.

### **Motion CARRIED.**

Yes: 10

No: 0

Abstain: 0

Inv: 0

## GENERAL BUSINESS

### Common Gas Usage Charging and Budgeting

The corporation has received a combined gas bill amounting to \$19,832.72 for the last four quarters. This information was presented to the committee, and it was agreed to on-charge these gas bills to unit owners based on their unit of entitlement. The corporation has not previously budgeted for gas usage, as no bills have been received for this service since 2016. Origin has since rectified their billing arrangements to ensure that Munro will continue to receive gas invoices on a quarterly basis moving forward.

The corporation now has two options to address this ongoing gas expense:

A copy of the individual gas invoice can be obtained from Munro office.

### **Motion CARRIED.**

Yes: 9

No: 1

Abstain: 0

Inv: 0

## Alternatives for Common Gas Usage Charging and Budgeting

### (Option A)

#### Continue Quarterly on-Charging

On-charge quarterly gas invoices to unit owners in accordance with the lot entitlement schedule. The amount charged each quarter will fluctuate based on actual gas usage. (The corporation's administration budget will be reduced if this option is chosen, however, owners will still receive a separate invoice for the gas bill every quarter).

### (Option B)

#### Incorporate Gas Expenses into Annual Budget

Incorporate the proposed gas expense of \$20,000.00 (approx.) annually, based on the previous four quarters, and include this amount in the corporation's administration fund. This adjustment will result in a corresponding increase to the quarterly levy to cover gas expenses.

- Budget Shortfall: If the actual gas expense exceeds the budgeted \$20,000.00, the difference will be covered by the corporation's administration fund.
- Budget Surplus: Any excess funds, if the annual gas expense is below \$20,000.00 will remain within the administration fund.

(The Proposed budget has factored the above cost in the administration budget).

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

A: 9

B: 1

Inv: 0

**Addit – Preliminary discussions were held regarding separate gas meters for units however feasibility and significant costs would be incurred, and this was collectively agreed not to be a priority for the corporation at this meeting**

### Member Register

To ensure you receive all communications from the corporation, please provide Munro Property with a valid email address and notify them promptly of any changes to your contact information.

The members register is a confidential document and distribution of this register must comply with *The Privacy Act 1988*. Requests for access to other members' details should be directed in writing to the secretary of the Corporation. If you prefer not to have your details circulated to other owners, please inform Munro Property in writing.

Owners are reminded that correspondence and financial records are available for inspection by appointment during regular business hours at the offices of Munro Property.

## BUDGET & CONTRIBUTIONS

## Review & Acceptance of Administration Fund

In accordance with *The Strata Titles Act 1988 Section 27*, that the proposed administration budget of \$65,000 was reduced to \$45,000 as per the previous decision of gas-charging to be on-charged. Consequently, the annual contributions being \$45,000.00 was accepted.

Administration funds are collected to pay recurrent expenditure of the Corporation such as the insurance premium, gutter cleaning, grounds maintenance, etc. The substantial increase in the budget is primarily due to the increased insurance premium and proposed gas costs.

### Motion CARRIED.

Yes: 10

No: 0

Abstain: 0

Inv: 0

## Review & Acceptance of Sinking Fund

Resolved, in accordance with *The Strata Titles Act 1988 Section 27*, that the proposed sinking fund budget and consequently the annual contributions be accepted as per the below alternatives.

Sinking funds are established and maintained for the purpose of major works and capital expenditure. The sinking fund should not be used to offset recurrent expenditure of the Corporation unless instructed so by the elected representatives and is in addition to the above administration budget.

### Motion CARRIED.

Yes: 9

No: 1

Abstain: 0

Inv: 0

## Alternatives for Review & Acceptance of Sinking Fund

**(Option A)** To resolve, in accordance with *The Strata Titles Act 1988 Section 27*, that the proposed sinking fund budget and consequently the annual contributions being \$15,000.00 be accepted.

**(Option B)** To resolve, in accordance with *The Strata Titles Act 1988 Section 27*, that the proposed sinking fund budget and consequently the annual contributions being \$15,000.00 be increased to \$30,000.00 as per previous years and be accepted due to upcoming maintenance costs.

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

A: 9

B: 1

Inv: 0

**Addit – Various funding options were preliminary discussed with owners present. The concept of the corporation seeking a Strata Loan to fund the significant capital was highlighted in lieu of raising funds via sinking fund & special levies.**

## Contributions

Both contributions are to be divided by unit entitlement and paid in quarterly instalments.

## Forward Budget

Resolved that Munro act upon instructions given at the meeting.

In accordance with *The Strata Titles Act 1988 Section 33A(1(a))* and *The Strata Titles Regulations 2018 Regulation 16*, corporations that are 7-20 lots, with improvements (including buildings or other structures) on the common property insured for \$100,000 or more, a 3-year forward budget must be presented at each Annual General Meeting. This budget must include any proposed expenditure (other than ongoing costs) for a 3-year period.

For corporations that are 20+ lots, with improvements (including buildings or other structures) on the common property insured for \$100,000 or more, a 5-year forward budget must be presented at each Annual General Meeting. This budget must include any proposed expenditure (other than ongoing costs) for a 5-year period.

Corporations with less than 7 lots, or with a common property insurance value of less than \$100,000 are exempt from providing a forward budget.

Munro recommends the Corporation utilise the services of qualified asset surveyors to provide this report should one be required.

Please Note: If no members are present, or if no clear instructions are given, this matter will be deferred for further discussion at the next Annual General Meeting.

### Motion CARRIED.

Yes: 8

No: 0

Abstain: 2

Inv: 0

## Alternatives for Forward Budget

**(Option A)** To resolve to obtain a sinking fund analysis report from a qualified quantity surveyor for the purposes of long-term budgeting. This is to be sent to the management committee for further instructions once received.

**(Option B)** To resolve that a sinking fund analysis report from a quantity surveyor is not required at this time and the owners be authorised to prepare and present a 3/5 year forward budget. The forward budget should encompass anticipated expenses (other than recurrent expenditure) and include a cashflow forecast.

**'OPTION B' has been selected with the highest votes.**

A: 1

B: 9

Inv: 0



## UNPAID LEVIES POLICY

### Approval of Debt Recovery Process for Arrears

Resolved, as per *The Strata Titles Act 1988 Section 27(5)*, "a contribution, instalment or interest may be recovered as a debt", to adopt the revised policy of debt recovery, which is as follows:

#### Process for Collection of Unpaid Contributions

- For levies unpaid 14 days after their due date, owner/s will receive a reminder letter and a text message (stage 1).
- For levies unpaid 60 days after their due date and greater than \$50.00, the owner/s will receive a final notice outlining the cost associated with transferring the recovery to a lawyer and a text message (stage 2, cost \$55.00).
- For levies unpaid 90 days after their due date and greater than \$500.00, the owner/s will receive a notice outlining that the recovery of overdue levies will be transferred to a solicitors' office specialising in debt recovery (stage 3, cost \$150.00).

Munro is to be contacted if an owner is having difficulty paying on time, so fees are minimised or negotiated, interest charged may be waived if an adequate payment plan is maintained and adhered to.

#### **Motion CARRIED.**

Yes: 9

No: 1

Abstain: 0

Inv: 0

### Approval of Recovery of Debt Collection Fees

Resolved unanimously that all fees incurred by the Corporation associated with the debt recovery process (including, but not limited to, solicitors' fees and court costs) will be payable by the owner, recovered by the action and applied to the lot owner's account.

As per *The Strata Titles Act 1988*, a unanimous resolution cannot pass if any votes are cast against it. Members are advised that should the motion be defeated, it may hinder the Corporation's ability to recoup fees associated with debt recovery.

Should the motion carry, all costs initially will need to be met by the Corporation but will be recovered by the action and applied to the lot owner's account.

#### **Motion CARRIED.**

Yes: 9

No: 0

Abstain: 1

Inv: 0

### Interest Charged on Overdue Accounts

Resolved that the interest rate of 15% per annum remains in place and be applied to owners who fall in arrears with their payments.

As per *The Strata Titles Act 1988 Section 27(4(b))* the Corporation may "fix (in accordance with the regulations) interest payable in respect of a contribution, or an instalment of a contribution, that is in arrears."

#### **Motion CARRIED.**

Yes: 9

No: 1

Abstain: 0

Inv: 0

## APPOINTMENT OF PUBLIC OFFICER

Resolved that Mr Joshua Baldwin of Munro act as Public Officer as defined under *The Income Tax Assessment Act 1936*.

Under *The Income Tax Assessment Act 1936*, a person is required to be nominated to act as public officer for the Corporation. An owner can fill this position however this can present issues should ownership of the lot change at any time.

### Motion CARRIED.

Yes: 9

No: 1

Abstain: 0

Inv: 0

## ENGAGEMENT OF AUDITOR

Resolved as per *The Strata Titles Act 1988 Section 36H* that NRM Johnson be engaged to audit the annual statement of accounts.

NRM Johnson is a registered company auditor within the meaning of *The Corporations Act 2001* of the Commonwealth.

### Motion CARRIED.

Yes: 9

No: 1

Abstain: 0

Inv: 0

## NEXT MEETING DATE & MEETING CLOSURE

To set the date and time for the next Annual General Meeting under consultation with the Presiding Officer.

### Meeting Close

The meeting closed at 07:14 PM.



## Approved Budget to apply from 01/10/2024

Munro Property Group Pty Ltd  
136 The Parade NORWOOD SA 5067  
08 8132 2000  
bc@munroproperty.com.au  
[www.munroproperty.com.au](http://www.munroproperty.com.au)

Strata Corporation No. 13366 Inc.

1 Waterfall Terrace, BURNSIDE SA 5066

### Administrative Fund

Approved  
budget

#### Revenue

Levies Due--Admin	45,000.00
<i>Total revenue</i>	<u>45,000.00</u>

#### Less expenses

Admin - Contractor Compliance Management	194.00
Admin--Accounting--Tax Return	295.00
Admin--Auditors--Audit Services	407.00
Admin--Bank Charges--Account Fees	50.00
Admin--Consultant Fees	4,230.00
Admin--Consultant--Comms/Data/Technology	1,296.00
Admin--Consultant--Meeting Fee	275.00
Admin--Consultant--Public Officer Fee	99.00
Admin--Contractor Maintenance Manager	70.00
Contingency	184.00
Insurance--Premiums	20,100.00
Maint Bldg--Building Repairs--General	1,500.00
Maint Bldg--Cleaning	6,500.00
Maint Bldg--Electrical--Repairs	500.00
Maint Bldg--Fire Protection--Contract	900.00
Maint Bldg--Gate/Roller Door--Remote Controls	300.00
Maint Bldg--Gutters & Downpipes	2,600.00
Maint Bldg--Painting	500.00
Maint Bldg--Pest/Vermin Control	500.00
Maint Bldg--Plumbing	700.00
Maint Bldg--Repairs--Balcony/Stair Railings	500.00
Maint Grounds--Gardening	300.00
Utility--Electricity	3,000.00
<i>Total expenses</i>	<u>45,000.00</u>

#### Surplus/Deficit

Opening balance	16,967.81
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#### Closing balance

\$16,967.81

Administrative Fund

Approved  
budget

Total units of entitlement	10000
Levy contribution per unit entitlement	\$4.50

DRAFT

**Sinking Fund****Approved  
budget****Revenue**

Levies Due--Sinking	15,000.00
<i>Total revenue</i>	<u>15,000.00</u>

**Less expenses**

Maint Bldg--Roof	110,000.00
<i>Total expenses</i>	<u>110,000.00</u>

**Surplus/Deficit**(95,000.00)

Opening balance	98,299.15
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**Closing balance**\$3,299.15

Total units of entitlement	10000
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Levy contribution per unit entitlement	\$1.50
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## Insurance RENEWED – Disclosure Advice

Tuesday, December 10, 2024

*This document has been prepared in line with the Strata Community Association (SCA) Best Practice Guide on disclosure 2024*

The insurance renewal for your corporation was PAID on: **27/11/2024**

Attached is:

- Insurance renewal certificate
- The SCA Best Practice Insurance Guide – Consumer Fact Sheet

Original Disclosure Date: **21/11/2024**

Special Notes	
<b>Renewal Date Adjustment</b>	YES Details: Endorsement – Change end date to 9/12/24 1/7/24 Premium paid \$2,873.97 – Commission \$460.84
<b>Endorsements</b>	NO Details:

<b>Valuation</b>	Date: 23/06/2022	Amount: \$7,640,000.00	Valuer: Body Corporate Insurance Valuations
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In accordance with the recommendations set forth by the Strata Community Association Australia, we are required to provide all our clients with an Insurance Disclosure Form. This form is designed to give you comprehensive information about your current insurance policies, including coverage details, premiums, and commissions paid.


Munro Property Group have always declared in our minutes and management agreements that we receive commissions from insurers who we deal directly with. The invoices for these insurance policies also have had, for several years, the amount of commission earned on the policies.

### What You Need to Do:

- 1. Review the Form:** Please take a moment to carefully review the attached Insurance Disclosure Form.
- 2. Contact Us with Questions:** If you have any questions or require further clarification regarding the information provided or refer to the attached Frequently Asked Questions page supplies by the SCA.

**INSURANCE RENEWED DISCLOSURE****Name: Community Corporation 13366 Inc****Policy No: SRSC18004623****Period of Insurance: 09/12/2024 to 09/12/2025**

	<b>Insurance 2023</b>	<b>Insurance 2024</b>
<b>Building Sum Insured</b>	\$7,640,000.00	\$8,022,000.00
<b>Insurer</b>	Strata Community Insurance	Strata Community Insurance or CHUBB
<b>Total Premium</b>	\$18,384.79	\$20,846.20

	Insurance 2023	Insurance 2024
Insurance Provider	SCI or CHUBB	SCI
Product Disclosure & Financial Services Link (s)	<a href="https://stratacommunityinsure.com.au">https://stratacommunityinsure.com.au</a>	<a href="https://stratacommunityinsure.com.au">https://stratacommunityinsure.com.au</a>
1. Base Premium (includes commission)	\$14,899.48	\$16,955.93
2. Government Emergency Service Levy	Nil.	Nil.
3. Stamp Duty	\$1,802.86	\$2,051.68
4. Underwriting Agency Fee	\$175.00	\$130.00
5. Broker Fee	\$0.00	\$0.00
6. GST	\$1,507.45	\$1,708.59
Total insurance costs including GST	\$18,384.79	\$20,846.20
7. Commission	\$2,979.89	\$3,391.20
8. Allocation of Remuneration excluding GST		
Munro Property share of remuneration	100%	100%
Broker share of remuneration	N/A	N/A
Please list in detail here any other forms of remuneration related to this transaction.	NONE	
Please detail here any conflicts of interest that exist in the placement of this insurance and how they are managed.	NONE TO REPORT	
We, <b>Munro Property Group</b> have renewed the insurance as per instructions received at the AGM.		
<div>Signature: </div> <div>Name: <b>Neville Whittlesea</b></div> <div>For and on behalf of Munro Property.</div>		
Total Strata Insurance Remuneration	\$18,384.79	\$20,846.20

**PREPARED BY MUNRO PROPERTY GROUP PTY LTD****Commercial Property**Sales & Marketing  
Leasing  
Management**Residential Property**Sales & Marketing  
Leasing  
Management**Body Corporate**Management  
Consulting**Property Trust**Acquisitions  
Administration**Property Development**Strategic Planning  
Feasibilities  
Project Marketing  
Joint Ventures



# STRATA COMMUNITY INSURANCE



[stratacommunityinsure.com.au](https://stratacommunityinsure.com.au)

T 1300 SCINSURE (1300 724 678)

E [myenquiry@scinsure.com.au](mailto:myenquiry@scinsure.com.au)

A Level 12, 182 Victoria Square, Adelaide, SA 5000

## STRATA COMMUNITY SCHEDULE

Please ensure that You carefully review this Schedule, including the Important Information section which outlines Your Duty to take reasonable care not to make a misrepresentation, together with Your PDS and Policy Wording.

### THE INSURED

POLICY NUMBER	SRSC18004623
OUR REFERENCE	QTE10396559
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording <a href="#">SCI034-Policy-RS-PPW-02/2021</a> Supplementary Product Disclosure Statement <a href="#">SCIA-036_SPDS_RSC-10/2021</a>
THE INSURED	Strata Corporation No. 13366
SITUATION	1 Waterfall Terrace, Burnside, SA, 5066
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 09/12/2024 Expiry Date: 4:00pm on 09/12/2025
INTERMEDIARY	Munro Property Group Pty Ltd
ADDRESS	81 King William Street, Kent Town SA, 5067
DATE OF ISSUE	28/11/2024

### POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$8,022,000
		Common Area Contents	\$6,360
	PART B	2. Terrorism Cover under Section 1 Part A2	Applies
		Loss of Rent/Temporary Accommodation	\$1,203,300
SECTION 2	OPTIONAL COVERS	1. Flood	Not Included
		2. Floating Floors	Included
	Liability		\$30,000,000
	Voluntary Workers		Included
SECTION 3	Fidelity Guarantee		\$100,000
SECTION 5	Office Bearers' Liability		\$500,000
SECTION 6	Machinery Breakdown		Not Included
SECTION 7	Catastrophe		Not Included
SECTION 8	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 9	Lot Owners' Fixtures and Improvements		\$300,000



EXCESS

You must pay or contribute the amount of any Excess and/or Contribution as specified below or in accordance with the relevant Section of the Policy wording for each claim. Should more than one Excess be payable for any claim arising from the one Event, such excesses will not be aggregated and the highest single level of Excess only will apply.

SECTION 1	\$10,000	Burst Pipes and/or Resultant Water Damage from Burst Pipe, Overflow or Rainwater
	\$1,000	Insured Property
SECTION 9	\$1,000	Legal Defence Expenses and 10% Contribution

PREMIUM

Base Premium	Levies	Premium GST	Stamp Duty	PREMIUM	Admin Fee	Admin Fee GST	TOTAL
\$16,955.93	\$0.00	\$1,695.59	\$2,051.68	\$20,703.20	\$130.00	\$13.00	\$20,846.20

Intermediary Commission	Intermediary Commission GST
\$3,391.20	\$339.11

This document has been issued by Strata Community Insurance Agencies Pty Ltd (ABN 72 165 914 009) and will be a tax invoice for GST purposes when you make a payment.

## PAYMENT OPTIONS

The amount of \$20,846.20 is due by 09/12/2024.

### Pay in 3 easy steps



#### Please check

- All documents
- Refer to 'Important Information' attached
- Advise us if anything needs changing



#### To make changes

- Please call 1300 SCINSURE (1300 724 678)
- Email [yourcover@scinsure.com.au](mailto:yourcover@scinsure.com.au)



#### To pay

- Follow the 'How to Pay' instructions, please contact us for further payment methods

### How to Pay



#### DIRECT DEBIT – INSTALMENT

Please contact our office for Direct Debit Request and Agreement



#### EFT / DIRECT DEPOSIT

Strata Community Insurance Trust Account  
Our Reference QTE10396559

ANZ Bank BSB: 012-013

Account number: 215745659



#### Telephone & Internet Banking - BPAY®

Please contact our office to get your unique reference code.

**Biller Code: 236620**

**Ref: 103740007**

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

More info: [www.bpay.com.au](http://www.bpay.com.au)



#### CHEQUE

Send your cheque, together with the payment slip below to:

Payable to: Strata Community Insurance  
Mail to: PO Box 631, North Sydney, NSW, 2059



#### CREDIT CARD at

[www.stratacommunityinsure.com.au](http://www.stratacommunityinsure.com.au)

Invoice Number QTE10396559



**STRATA COMMUNITY  
INSURANCE**

**PAYMENT SLIP** Please complete this slip for cheque payments only

**Reference Number** QTE10396559

**The Insured** Strata Corporation No. 13366

**Address** 1 Waterfall Terrace

Burnside

SA 5066

#### Amount Due:

\$20,846.20

#### Amount paid:

\$

Please add amount paid

## **IMPORTANT INFORMATION**

This Policy has been issued by Strata Community Insurance Agencies Pty Ltd ABN 72 165 914 009 AFS Licence No. 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFS Licence No. 234708. It forms part of Your contract of insurance and You should refer to it together with the Product Disclosure Statement and insurance Policy wording (PDS and Policy) to consider whether the benefits, terms, conditions and exclusions of your Policy remain relevant and suitable for Your needs and circumstances. The PDS and Policy are available from our website [www.stratacommunityinsure.com.au](http://stratacommunityinsure.com.au) this is also where You can locate Your workers compensation documentation (if applicable) <http://stratacommunityinsure.com.au/products/forms-documents/> alternatively You can contact us for a copy. If You have previously provided a Workers Compensation wages declaration and Your circumstances have changed please provide an updated wages declaration, which can also be found on our website.

### **Your Duty to take reasonable care not to make a misrepresentation**

You must take reasonable care not to make a misrepresentation to Us. This responsibility applies until We issue You with a Policy for the first time or agree to renew, extend, vary/change, or reinstate Your Policy.

You must answer Our questions honestly, accurately and to the best of Your knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if You do not answer a question or if Your answer is obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the Policy. If You are answering questions on behalf of anyone, We will treat Your answers or representations as theirs.

Whether or not You have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether You are represented by a broker, Your particular characteristics and circumstances We are aware of.

**If You do not meet the above Duty**, We may reject or not fully pay Your claim and/or cancel Your Policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and We may treat Your Policy as if it never existed.

If Our information or questions are unclear, You can contact Strata Community Insurance on 1300 724 678 or visit [stratacommunityinsure.com.au](http://stratacommunityinsure.com.au).

### **Cooling Off Period**

You have 21 days after buying or renewing Your Policy to decide if it meets Your needs and You wish to continue. If You notify Us within this period that You wish to cancel Your Policy as from its start date, we will refund Your premium less any government taxes or duties that are non-refundable or remain payable by Us but we will not refund any Policy administration or instalment fees. This cooling off right does not apply if You have made or are entitled to make a claim. Even after the cooling off period ends You still have cancellation rights, however we may deduct certain amounts from any refund (see "Cancelling Your Policy" in the PDS and Policy).

### **Claims made notice**

Section 6 of the Policy operates on a 'claims made and notified' basis. This means that, subject to the provisions of Section 6, where You give notice in writing to Us of any facts that might give rise to a claim against You as soon as reasonably practicable after You become aware of those facts but before the expiry of the Period of Insurance, You may have rights under Section 40(3) of the *Insurance Contracts Act 1984* (Cth) to be indemnified in respect of any claim subsequently made against You arising from those facts notwithstanding that the claim is made after the expiry of the Period of Insurance.

Any such rights arise under the legislation only, in that the terms of the Policy and the effect of the Section, subject to the continuous cover special conditions, is that You are not covered for claims made against You after the expiry of the Period of Insurance.

### What is Best Practice for strata insurance disclosure, and what is SCA doing for consumers?

- ✓ **Building understanding** – To ensure strata committees understand their choices, options and fee breakdowns as they relate to their insurance policy.
- ✓ **Positive consumer outcomes** – To improve relationships, conversations, understanding and outcomes for consumers of strata insurance.
- ✓ **Transparency and choice** – To raise the bar of strata insurance transparency, choice and communication.
- ✓ **Timely communication** – To provide clear and timely communication, with a minimum of three touch points for communication of strata insurance placement between strata manager and committee – at time of quote, invoice and the AGM.
- ✓ **Concise information** – To provide clear and concise information that explains in simple terms the roles and responsibilities of the strata manager, broker and insurer and the strata insurance process.
- ✓ **Remuneration disclosure** – FAQs and information about who is paid what, and why, in dollar values and included with invoices, quotes and at the AGM.

### SCA's 3 Principles of Best Practice Strata Insurance Disclosure

SCA members will be delivering transparent, timely clear information to consumers based on the following three principles:



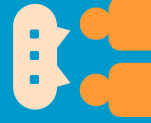
#### DISCLOSE

Strata committees can clearly see what actions are being taken, the parties involved and all remuneration for their insurance policy.



#### DOCUMENT

Strata committees understand their choices, options and fee breakdowns as they relate to their insurance policy.



#### COMMUNICATE

Strata committees receive clear, timely, accurate information about their insurance policy.

Standardisation of the information provided on quotes and invoices, such as on the SCA template below, will ensure that strata committees are provided with transparent, timely information to inform their choices.

#### Invoice template

Itemised Insurance Costs	Previous year Name	Current year Name
Base Premium Gross (includes commission if applicable)		
ESL or FSL		
Stamp Duty		
Underwriting Agency Fee		
Broker Fee		
GST – all items		
<b>Total insurance costs including GST</b>		
Commission		
Allocation of strata insurance remuneration (where applicable) <ul style="list-style-type: none"> <li>• Strata manager</li> <li>• Broker</li> </ul>		
Conflicts of interest		
Best interests declaration		
<b>Total strata insurance remuneration</b>		

# Best Practice – Strata Insurance Disclosure

## Consumer Fact Sheet - FAQ



### What do strata managers do in relation to strata insurance and why do they receive remuneration?

Strata managers undertake or participate in 47 different services in relation to strata insurance to their clients, including, but not limited to:

- ▶ Quotation
- ▶ Procurement
- ▶ Placement and renewal
- ▶ Claims management
- ▶ Insurance record keeping
- ▶ Correspondence
- ▶ Negotiation and liaison
- ▶ Advice based on insurance knowledge

### The value of strata manager and insurance brokers in the insurance process

- ▶ The knowledge and experience the strata manager holds of the insurance landscape as well as the building is an asset to the strata committee and the policy outcome.
- ▶ Increased legislative and regulatory requirements, along with buildings which are often complex, mean strata manager and broker expertise is incredibly valuable.
- ▶ Insurance brokers provide general and personal advice, drawing on their specialist skills and working closely with the strata manager when involved.
- ▶ Specialist brokers work to understand the unique aspects of the building being insured and provide a tailored quote based on the building's particular set of circumstances.

### What is strata insurance remuneration?

Strata insurance remuneration is the total value of the remuneration paid to the parties involved in the process of insuring a strata building.

### Who is paid strata insurance remuneration?

The two most common parties who receive remuneration will be the strata manager and the insurance broker, however who receives remuneration is based on the arrangement the strata committee chooses:

- ▶ Many use a strata manager who works closely with one or more insurance brokers.
- ▶ Some contact an independent broker to aid their insurance choice.
- ▶ Some strata communities choose to take out insurance directly with insurers.

### Do strata communities have choice about remuneration models?

Yes. Strata communities have the choice of several remuneration models, and it is advisable if they wish to alter their current remuneration model to discuss it with their strata manager to fully understand their personal circumstances.

### Are all parties who are remunerated as part of the insurance process listed in this section?

Yes. No matter which remuneration model is chosen, all parties who are involved in the insurance process will usually receive remuneration, and you will receive details about how much remuneration they receive.

### What about potential conflicts of interest or business arrangements?

If any parties to the insurance process have conflicts of interest, or are receiving other remuneration as part of the transaction, they will list it clearly.

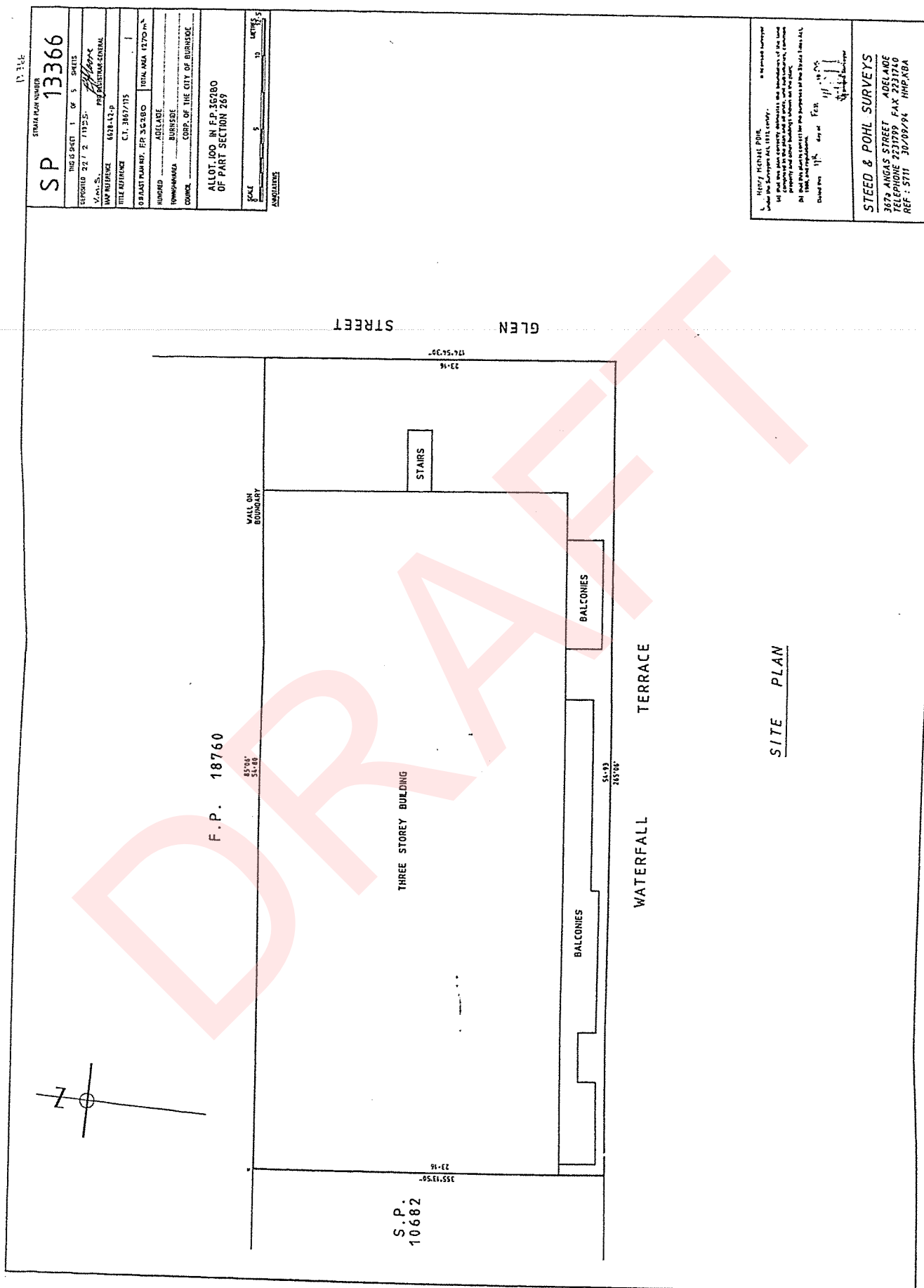


Scan this code to access the guide.

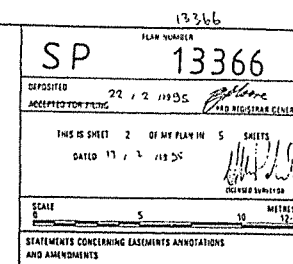
## SCHEDULE 3

### *Articles of Strata Corporation*

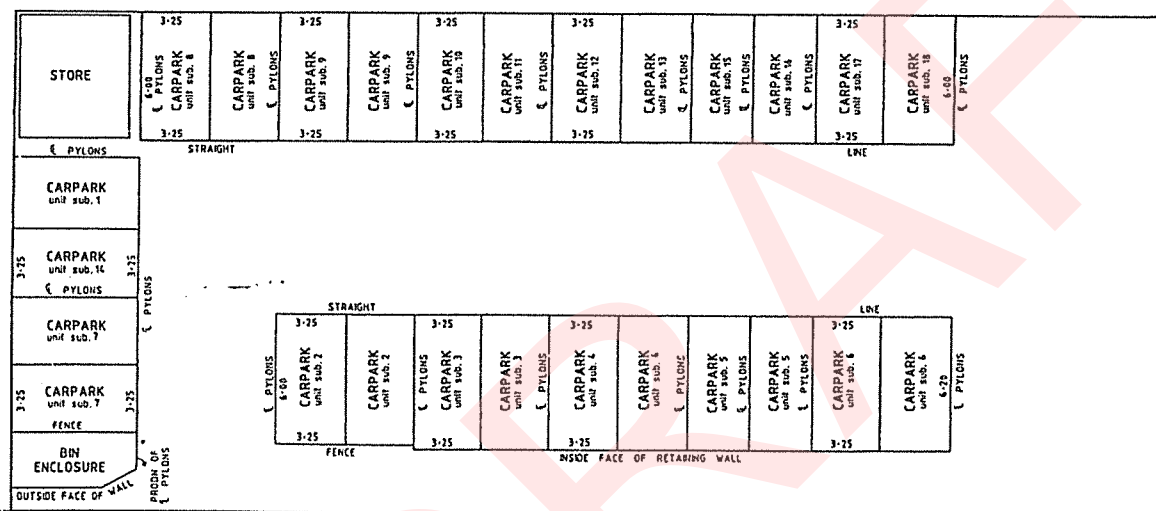
1. (1) A unit holder must –
  - (a) maintain the unit in good repair;
  - (b) carry out any work ordered by a council or other public authority in respect of the unit.
- (2) The occupier of a unit must keep it in a clean and tidy condition.
2. A person bound by these articles –
  - (a) must not obstruct the lawful use of the common property by any person; and
  - (b) must not use the common property in a manner that unreasonably interferes with the use and enjoyment of the common property by the other members of the strata community, their customers, clients or visitors; and
  - (c) must not use, make, or allow his or her customers, clients or visitors to make, undue noise in or about any unit or the common property; and
  - (d) must not interfere, or allow his or her customers, clients or visitors to interfere, with others in the enjoyment of their rights in relation to units or common property.
3. A person bound by these articles must not use the unit, or permit the unit to be used, for any unlawful purpose.
4. Subject to the *Strata Titles Act 1988*, a person bound by these articles must not, without the corporation's consent, keep any animal in, or in the vicinity of, a unit.
5. A person bound by these articles –
  - (a) must not park a motor vehicle in a parking space allocated for others or on a part of the common property on which parking is not authorized 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 authorized 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 other members of the strata community; or
  - (b) allow refuse to accumulate so as to cause justified offence to others.
8. A person bound by these articles must not, without the consent of the strata corporation, display any sign, advertisement, placard, banner or any other conspicuous material of a similar nature –
  - (a) on part of his or her unit so as to be visible from outside the building; or
  - (b) on any part of the common property
9. The occupier of a unit may, without the consent of the strata corporation, paint, cover or in any other way decorate the inside of any building forming part of the unit, and may, provided that unreasonable damage is not caused to any common property, fix locks, catches, screens, hooks and other similar items to that building.
10. The occupier of a unit used for residential purposes must not, without the consent of the strata corporation, use or store on the unit or on the common property any explosive or other dangerous substance.
11. A person bound by these articles –
  - (a) must maintain within the unit, or on a part of the common property set apart for the purpose by the strata corporation, a receptacle for garbage adequately covered;
  - (b) must comply with all council by-laws relating to the disposal of garbage.
12. A unit holder must immediately notify the strata corporation of –
  - (a) any change in the ownership of the unit, or any change in the address of an owner;
  - (b) any change in the occupancy of the unit.







The upper boundaries of the unit subsidiaries shown as tarparks are 0.50 metres below the existing ceiling.



## WATERFALL

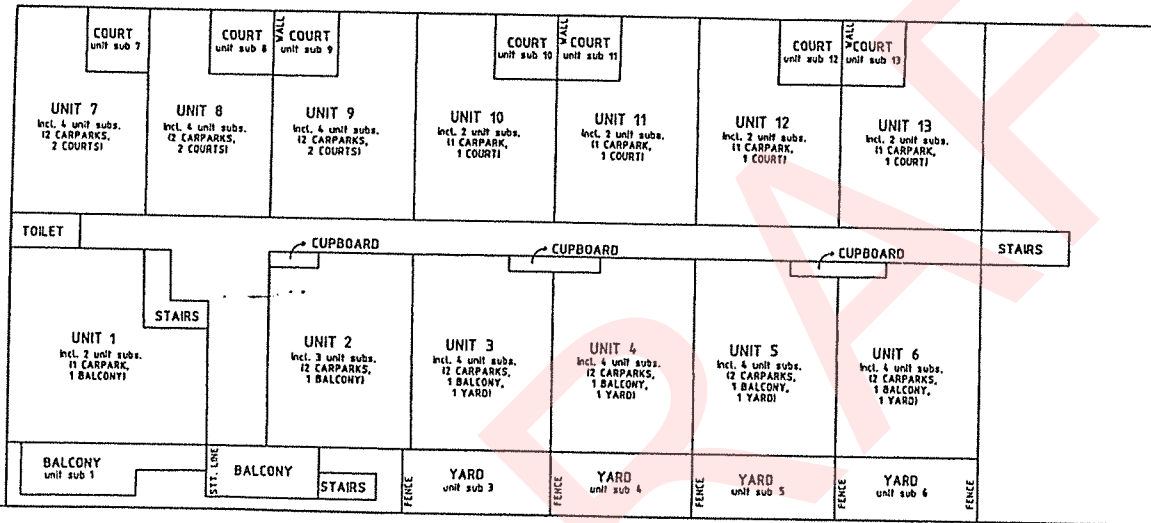
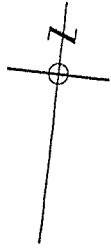
TERRACE

BASEMENT PLAN

### STEED & POHL SURVEYS

367a ANGAS STREET ADELAIDE  
TELEPHONE 2231799 FAX 2231740  
REF : 5711 30/09/94 HMP,KBA





WATERFALL TERRACE

GLEN STREET

GROUND FLOOR PLAN

13366  
PLAN NUMBER  
**SP 13366**

DEPOSITED  
ACCEPTED FOR FILING  
-22-2 11995  
REGISTERED GENERAL

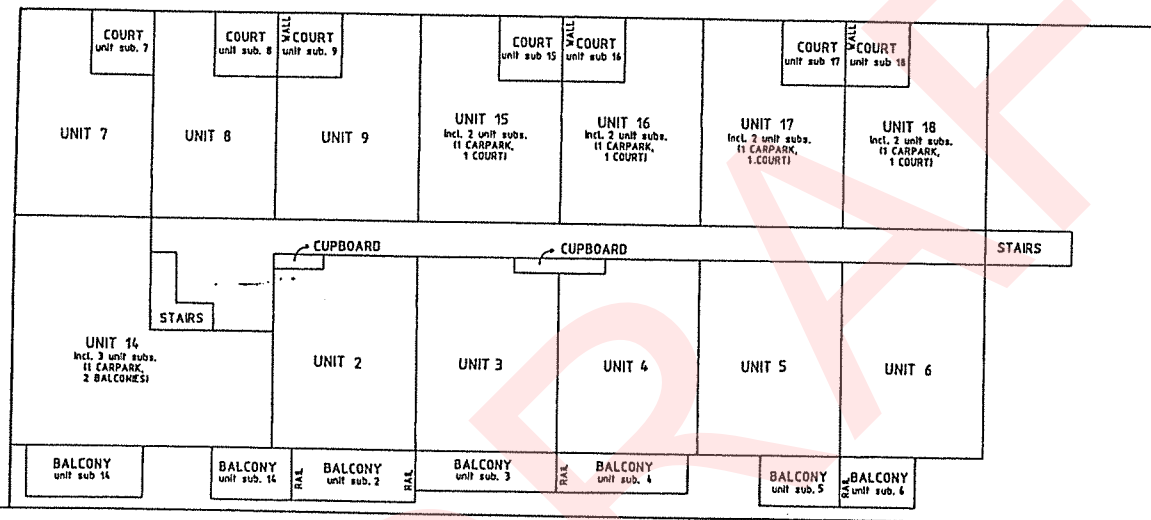
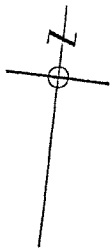
THIS IS SHEET 3 OF MY PLAN IN 5 SHEETS  
DATED 17 / 2 / 1995  
REGISTERED SURVEYOR

SCALE  
0 5 10 METRES  
1:125

STATEMENTS CONCERNING EASEMENTS AND AMENDMENTS

The lower & upper boundaries of the unit subsidiaries shown as yards are existing ground level & 2.40 metres above existing ground level, respectively except where eaves or balconies exist, then the upper boundary is to be 0.15 metres below the level of the said eaves or balconies.

**STEED & POHL SURVEYS**  
367a ANGAS STREET ADELAIDE  
TELEPHONE 2231799 FAX 2231740  
REF : 5711 30/09/94 HMP,KBA



GLEN STREET

WATERFALL TERRACE

FIRST FLOOR PLAN

13366

PLAN NUMBER	
SP 13366	
DEPOSITED	22 / 2 / 1995
ACCEPTED FOR FILING	22 / 2 / 1995
THIS IS SHEET 4 OF MY PLAN IN 5 SHEETS	
DATED 17 / 2 / 1995	
SCALE	
0	5 10 METRES
STATEMENTS CONCERNING EASEMENTS, AMENDMENTS AND ENCUMBRANCES	

STEED & POHL SURVEYS

367a ANGAS STREET ADELAIDE  
TELEPHONE 2231799 FAX 2231740  
REF : 5711 30/09/94 HMP/KBA

Application No. 7874981	STRATA PLAN NUMBER SP 13366
	DEPOSITED 22/02/1995 <i>M. Moore</i> PRO REGISTRAR-GENERAL
	THIS IS SHEET 5 OF 5 SHEETS

SCHEDULE OF UNIT ENTITLEMENTS

UNIT NO.	UNIT ENTITLEMENT	UNIT NO.	UNIT ENTITLEMENT	UNIT NO.	UNIT ENTITLEMENT
1	520				
2	725				
3	745				
4	745				
5	745				
6	745				
7	655				
8	655				
9	655				
10	385				
11	385				
12	385				
13	430				
14	610				
15	395				
16	395				
17	395				
18	430				
AGGREGATE	10000	AGGREGATE		AGGREGATE	
				AGGREGATE	
				ROAD OR RESERVE ALLOTMENTS	



## CERTIFICATE OF CURRENCY

### THE INSURED

POLICY NUMBER	SRSC18004623
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording <a href="#">SCI034-Policy-RS-PPW-02/2021</a> Supplementary Product Disclosure Statement <a href="#">SCIA-036_SPDS_RSC-10/2021</a>
THE INSURED SITUATION	Strata Corporation No. 13366 1 Waterfall Terrace, Burnside, SA, 5066
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 09/12/2024 Expiry Date: 4:00pm on 09/12/2025
INTERMEDIARY	Munro Property Group Pty Ltd
ADDRESS	81 King William Street, Kent Town, SA, 5067
DATE OF ISSUE	28/11/2024

### POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$8,022,000
		Common Area Contents	\$6,360
	PART B	2. Terrorism Cover under Section 1 Part A2	Applies
		Loss of Rent/Temporary Accommodation	\$1,203,300
	OPTIONAL COVERS	1. Flood	Not Included
		2. Floating Floors	Included
SECTION 2	Liability		\$30,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$500,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		Not Included
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
SECTION 11	Loss of Lot Market Value		Not Included

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.

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.

DRAFT



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: 2720892

KL CONVEYANCING SA PTY LTD  
63 BROADWAY  
GLENELG SOUTH SA 5045

DATE OF ISSUE

16/10/2025

**ENQUIRIES:**

Tel: (08) 8372 7534

Email: [contactus@revenuesa.sa.gov.au](mailto:contactus@revenuesa.sa.gov.au)

**OWNERSHIP NUMBER**

11157759

**OWNERSHIP NAME**

R A WRIGHT

**PROPERTY DESCRIPTION**

3 / 1 WATERFALL TCE / BURNSIDE SA 5066 / UNIT 3

**ASSESSMENT NUMBER**

1845085151

**TITLE REF.**

(A "+" indicates multiple titles)

CT 5252/196

**CAPITAL VALUE**

\$550,000.00

**AREA / FACTOR**

R4  
1.000

**LAND USE / FACTOR**

RE  
0.400

**LEVY DETAILS:**

**FINANCIAL YEAR**

2025-2026

**FIXED CHARGE**

**+ VARIABLE CHARGE**

**- REMISSION**

**- CONCESSION**

**+ ARREARS / - PAYMENTS**

**= AMOUNT PAYABLE**

\$ 50.00  
\$ 186.10  
\$ 146.75  
\$ 46.00  
\$ -35.25  
\$ 8.10

**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**

14/01/2026

See overleaf for further information



**Government of  
South Australia**

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



## CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

### PAYMENT REMITTANCE ADVICE

**OWNERSHIP NUMBER**

11157759

**OWNERSHIP NAME**

R A WRIGHT

**ASSESSMENT NUMBER**

1845085151

**AMOUNT PAYABLE**

\$8.10

**AGENT NUMBER**

100040905

**AGENT NAME**

KL CONVEYANCING SA PTY LTD

**EXPIRY DATE**

14/01/2026

+70096484160022> +001571+ <0550269126> <0000000810> +444+

**OFFICIAL: Sensitive**

**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](http://www.revenuesa.sa.gov.au)  
Email: [contactus@revenuesa.sa.gov.au](mailto:contactus@revenuesa.sa.gov.au)  
Phone: (08) 8372 7534

**PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW**

 <b>Billers Code: 456285</b> <b>Ref: 7009648416</b>  Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> <small>© Registered to BPAY Pty Ltd ABN 69 079 137 518</small>	 <b>To pay via the internet go to:</b> <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a>	 Send your cheque or money order, made payable to the <b>Community Emergency Services Fund</b> , along with this <b>Payment Remittance Advice</b> to: <b>Please refer below.</b> <b>Revenue SA</b> <b>Locked Bag 555</b> <b>ADELAIDE SA 5001</b>
--	--	--

**ACTION REQUIRED:** In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865  
Land Tax Act 1936**CERTIFICATE OF LAND TAX PAYABLE**

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

PIR Reference No: 2720892

**DATE OF ISSUE**

16/10/2025

KL CONVEYANCING SA PTY LTD  
63 BROADWAY  
GLENELG SOUTH SA 5045

**ENQUIRIES:**

Tel: (08) 8372 7534

Email: [contactus@revenuesa.sa.gov.au](mailto:contactus@revenuesa.sa.gov.au)**OWNERSHIP NAME**

R A WRIGHT &amp; ANR

**FINANCIAL YEAR**

2025-2026

**PROPERTY DESCRIPTION**

3 / 1 WATERFALL TCE / BURNSIDE SA 5066 / UNIT 3

**ASSESSMENT NUMBER**

1845085151

**TITLE REF.**

(A "+" indicates multiple titles)

CT 5252/196

**TAXABLE SITE VALUE**

\$101,000.00

**AREA**

0.0000 HA

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

<b>CURRENT TAX</b>	\$	0.00	<b>SINGLE HOLDING</b>	\$	0.00
<b>- DEDUCTIONS</b>	\$	0.00			
<b>+ ARREARS</b>	\$	0.00			
<b>- PAYMENTS</b>	\$	0.00			
<b>= AMOUNT PAYABLE</b>	\$	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****14/01/2026**

See overleaf for further information

**Government of  
South Australia**

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](http://www.revenuesa.sa.gov.au)  
Email: [contactus@revenuesa.sa.gov.au](mailto:contactus@revenuesa.sa.gov.au)  
Phone: (08) 8372 7534

**PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW**

 <b>Billers Code: 456293</b> <b>Ref: 7009648325</b>  Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> <small>© Registered to BPAY Pty Ltd ABN 69 079 137 518</small>	 <b>To pay via the internet go to:</b> <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a>	 Send your cheque or money order, made payable to the <b>Commissioner of State Taxation</b> , along with this <b>Payment Remittance Advice</b> to: <b>Please refer below.</b> <b>Revenue SA</b> <b>Locked Bag 555</b> <b>ADELAIDE SA 5001</b>
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**ACTION REQUIRED:** In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
18 45085 15 1	CT5252196	16/10/2025	9424	2720892

KL CONVEYANCING PTY LTD  
63 BROADWAY  
GLENELG SOUTH SA 5045

Section 7/Post

## Certificate of Water and Sewer Charges & Encumbrance Information

### Property details:

Customer: GH & RA WRIGHT  
Location: U3 1 WATERFALL TCE BURNSIDE UNIT 3  
Description: 6 H/U CP      Capital Value: \$ 550 000  
Rating: Residential

### Periodic charges

Raised in current years to 31/12/2025

			\$
	Arrears as at: 30/6/2025	:	0.00
Water main available:	1/7/1995	Water rates	: 164.60
Sewer main available:	1/7/1995	Sewer rates	: 188.00
		Water use	: 176.66
		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	: 285.57CR
		Balance outstanding	: 243.69

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

Next quarterly charges:    Water supply: 82.30      Sewer: 94.00      Bill: 14/1/2026

This account has no meter of its own but is supplied from account no 18 45085 03 9.

The Water Use apportionment option is Uneven.

The apportionment percentage for this account is 7.45%.

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

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

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

DRAFT

## South Australian Water Corporation

Name:  
GH & RA WRIGHT

Water & Sewer Account  
Acct. No.: 18 45085 15 1

Amount: \_\_\_\_\_

Address:  
U3 1 WATERFALL TCE BURNSIDE UNIT 3

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### Payment Options

**EFT**

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1845085151



Biller code: 8888  
Ref: 1845085151

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](http://bpay.com.au)



Paying online

Pay online at [www.sawater.com.au/paynow](http://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: 1845085151



**Government of  
South Australia**

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

1300 SA WATER  
(1300 729 283)  
ABN 69 336 525 019  
[sawater.com.au](http://sawater.com.au)