

FORM 1 - Vendor's Statement

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

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Preliminary

To the purchaser:

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

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

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

PART A – PARTIES AND LAND

1 Purchaser:

Address:

2 Purchaser's registered agent:

Address:

3 Vendor: DANIEL JOSEPH VICTORY

Address:

4 Vendor's registered agent: Magain Real Estate Happy Valley Pty Ltd T/A Magain Real Estate

Address: Shop 2, Happy Valley Shopping Centre, 50 Kenihans Road Happy Valley SA 5159

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]

The land situated at 3 Allan Place, Reynella SA 5161 and being whole of the land in Certificate of Title Volume 6177 Folio 21 and being whole of Lot 490 on Primary Community Plan 40397 in the Area named Reynella in the Hundred of Noarlunga

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:

3 Allan Place, Reynella SA 5161

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

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

Shop 2, Happy Valley Shopping Centre, 50 Kenihans Road Happy Valley SA 5159

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

Note –

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

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

5 – Effect of service

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

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

Proceeding with the purchase

If you wish to proceed with the purchase—

- (a) it is strongly recommended that you take steps to make sure your interest in the property is adequately insured against loss or damage; and
- (b) pay particular attention to the provisions in the contract as to time of settlement - it is essential that the necessary arrangements are made to complete the purchase by the agreed date - if you do not do so, you may be in breach of the contract; and
- (c) you are entitled to retain the solicitor or registered conveyancer of your choice.

PART C – STATEMENT WITH RESPECT TO REQUIRED PARTICULARS

(section 7(1))

To the purchaser:

*I / ~~We~~,

DANIEL JOSEPH VICTORY

of

3 Allan Place, Reynella SA 5161

being the *vendor(s)/person authorised to act on behalf of the vendor(s) in relation to the transaction state that the Schedule contains all particulars required to be given to you pursuant to section 7(1) of the *Land and Business (Sale and Conveyancing) Act 1994*.

Date: _____ Signed: _____

Date: _____ Signed: _____

PART D – CERTIFICATE WITH RESPECT TO PRESCRIBED INQUIRIES BY REGISTERED AGENT

(section 9)

To the purchaser:

I,

Danielle Comer

certify *that the responses~~that, subject to the exceptions stated below, the responses~~ to the inquiries made pursuant to section 9 of the *Land and Business (Sale and Conveyancing) Act 1994* confirm the completeness and accuracy of the particulars set out in the Schedule.

Exceptions:

NIL

Date: _____ Signed: _____

*Vendor's agent / Purchaser's agent

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

SCHEDULE – DIVISION 1**PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND****(section 7(1)(b))****Note –**

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

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

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

TABLE OF PARTICULARS

Column 1	Column 2	Column 3
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[If an item is applicable, ensure that the box for the item is ticked and complete the item.]

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

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

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

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

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

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

Column 1	Column 2	Column 3
1. General		
1.1 Mortgage of land	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): CERTIFICATE OF TITLE - VOLUME 6177 FOLIO 21 Number of mortgage (if registered): 13827893 Name of mortgagee: MORTGAGE TO AUSTRALIAN CENTRAL CREDIT UNION LTD. (ACN: 087 651 125)</p>	<input checked="" type="checkbox"/> YES
1.2 Easement (whether over the land or annexed to the land)	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): PROPERTY INTEREST REPORT (PAGE 12) Description of land subject to easement: PORTION OF THE LAND IN CT-6177/21 Nature of easement: STATUTORY EASEMENT TO SA POWER NETWORKS 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):</p>	<input checked="" type="checkbox"/> NO YES
1.3 Restrictive covenant [Note - <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<p>Is this item applicable?</p> <p>Will this be discharged or satisfied prior to or at settlement?</p> <p>Are there attachments?</p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): N/A 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?</p>	<input type="checkbox"/> YES/NO YES/NO

Column 1	Column 2	Column 3
1.4 Lease, agreement for lease, tenancy agreement or licence	<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>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Names of parties:</p> <p>Period of lease, agreement for lease etc:</p> <p>From:</p> <p>To:</p> <p>Amount of rent or licence fee:</p> <p>per (period)</p> <p>Is the lease, agreement for lease etc in writing?</p> <p>If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify-</p> <p>(a) the Act under which the lease or licence was granted:</p> <p>(b) the outstanding amounts due (including any interest or penalty):</p>	<input type="checkbox"/> YES/NO YES/NO
<p>5. Development Act 1993 (repealed)</p> <p>5.1 section 42 - Condition (that continues to apply) of a development authorisation</p> <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>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Condition(s) of authorisation:</p>		
<p>6. Repealed Act conditions</p> <p>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)</p> <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>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Nature of condition(s):</p>		
<p>7. Emergency Services Funding Act 1998</p> <p>7.1 section 16 - Notice to pay levy</p> <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>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>CERTIFICATE OF EMERGENCY SERVICES LEVY</p> <p>Date of notice: 05/08/2025</p> <p>Amount of levy payable: \$ 147.05</p>		

Column 1	Column 2	Column 3
19. Land Tax Act 1936		
19.1 Notice, order or demand for payment of land tax	<i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i>	<input checked="" type="checkbox"/> YES
	<i>Are there attachments?</i> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	YES
CERTIFICATE OF LAND TAX		
	Date of notice, order or demand: 05/08/2025	
	Amount payable (as stated in the notice): \$ 0.00	
21. Local Government Act 1999		
21.1 Notice, order, declaration, charge, claim or demand given or made under the Act	<i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i>	<input checked="" type="checkbox"/> YES
	<i>Are there attachments?</i> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	YES
LOCAL GOVERNMENT RATES SEARCH		
	Date of notice, order etc: 05 August 2025	
	Name of council by which, or person by whom, notice, order etc is given or made: CITY OF ONKAPARINGA	
	Land subject thereto: 3 Allan Place REYNELLA SA 5161	
	Volume/Folio : CT-6177/21	
	Lot/Plan No : Community Plan Parcel 490 CP 40397	
	Nature of requirements contained in notice, order etc: PAYMENT OF COUNCIL RATES	
	Time for carrying out requirements: REFER TO LOCAL GOVERNMENT RATES SEARCH	
	Amount payable (if any): \$ 2,029.90	

Column 1	Column 2	Column 3
29. Planning, Development and Infrastructure Act 2016		
29.1 Part 5 - Planning and Design Code	<i>Is this item applicable?</i> <i>Will this be discharged or satisfied prior to or at settlement?</i> <i>Are there attachments?</i> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> - CITY OF ONKAPARINGA COUNCIL SEARCH (PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016) - PROPERTY INTEREST REPORT (29.) 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 General Neighbourhood (GN) Subzones NO Zoning overlays Overlays Affordable Housing The Affordable Housing Overlay seeks to ensure the integration of a range of affordable dwelling types into residential and mixed use development. Hazards (Flooding - Evidence Required) The Hazards (Flooding - Evidence Required) Overlay adopts a precautionary approach to mitigate potential impacts of potential flood risk through appropriate siting and design of development. Native Vegetation The Native Vegetation Overlay seeks to protect, retain and restore areas of native vegetation. Prescribed Wells Area The Prescribed Wells Area Overlay seeks to ensure sustainable water use in prescribed wells areas. Regulated and Significant Tree The Regulated and Significant Tree Overlay seeks to mitigate the loss of regulated trees through appropriate development and redevelopment. Stormwater Management The Stormwater Management Overlay seeks to ensure new development incorporates water sensitive urban design techniques to capture and re-use stormwater. Traffic Generating Development The Traffic Generating Development Overlay aims to ensure safe and efficient vehicle movement and access along urban transport routes and major urban transport routes. Urban Tree Canopy The Urban Tree Canopy Overlay seeks to preserve and enhance urban tree canopy through the planting of new trees and retention of existing mature trees where practicable. Is 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	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES
[Note - <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>		

Column 1	Column 2	Column 3
29.2 section 127 - Condition (that continues to apply) of a development authorisation	<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>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p>	<input type="checkbox"/> YES/NO YES/NO
[Note - N/A <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>		

34. Water Industry Act 2012

34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement	<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>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>SA WATER CERTIFICATE</p> <p>Date of notice or order:</p> <p>5/8/2025</p> <p>Name of person or body who served notice or order:</p> <p>SA WATER</p> <p>Amount payable (if any) as specified in the notice or order:</p> <p>\$ 0.00</p> <p>Nature of other requirement made (if any) as specified in the notice or order:</p> <p>PAYMENT OF SA WATER RATES AND CHARGES</p>	<input checked="" type="checkbox"/> YES YES
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SCHEDULE – DIVISION 2

OTHER PARTICULARS

(section 7(1)(b))

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



1 Name of community corporation:

COMMUNITY PLAN CO. 40397

Address of community corporation:

3 ALLAN PLACE, REYNELLA SA 5161

2 Application must be made in writing to the community corporation for the particulars and documents referred to in 3 and 4.

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

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

(a) particulars of contributions payable in relation to the lot (including details of arrears of contributions related to the lot):
SHARED INSURANCE PAYABLE ONLY

(b) particulars of assets and liabilities of the community corporation:
N/A

(c) particulars of expenditure that the community corporation has incurred, or has resolved to incur, and to which the owner of the lot must contribute, or is likely to be required to contribute:
N/A

(d) if the lot is a development lot, particulars of the scheme description relating to the development lot and particulars of the obligations of the owner of the development lot under the development contract:
N/A

(e) if the lot is a community lot, particulars of the lot entitlement of the lot:
5475:10000

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

4 Documents supplied by the community corporation that are enclosed:

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

NO

(b) a copy of the statement of accounts of the community corporation last prepared;
NO

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

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

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

NOT APPLICABLE

6 The following documents are enclosed:

~~(a) a copy of the scheme description (if any) and the development contract (if any);~~
(b) a copy of the by-laws of the community scheme.

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

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

Name:

SELF MANAGED

Address:

3 ALLAN PLACE, REYNELLA SA 5161

Note—

- (1) A community corporation must (on application by or on behalf of a current or prospective owner or other relevant person) provide the particulars and documents referred to in 3(a)-(c) and 4 and must also make available for inspection any information required to establish the current financial position of the corporation, a copy of any contract with a body corporate manager and the register of owners and lot entitlements that the corporation maintains: see sections 139 and 140 of the *Community Titles Act 1996*.
- (2) Copies of the scheme description, the development contract or the by-laws of the community scheme may be obtained from the community corporation or from the Lands Titles Registration Office.
- (3) All owners of a community lot or a development lot are bound by the by-laws of the community scheme. The by-laws regulate the rights and liabilities of owners of lots in relation to their lots and the common property and matters of common concern.
- (4) For a brief description of some of the matters that need to be considered before purchasing a community lot, see Division 3 of this Schedule.

**SCHEDULE - DIVISION 3****COMMUNITY LOTS AND STRATA UNITS****Matters to be considered in purchasing a community lot or strata unit**

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

Governance

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

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

Use of your property

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

Depending on the rules, you might not be permitted to make changes to the exterior of your unit, such as installing a television aerial or an air-conditioner, building a pergola, attaching external blinds etc without the permission of the body corporate. A meeting may be needed before permission can be granted. Permission may be refused. Note that the articles or by-laws **could change** between now and when you become the owner: the body corporate might vote to change them. Also, if you are buying before the community plan is registered, then any by-laws you have been shown are just a draft.

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments - voting rights

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

Further information

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

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

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

You can also seek advice from a legal practitioner.

Form R3

Buyers information notice

Land and Business (Sale and Conveyancing) Act 1994 section 13A
Land and Business (Sale and Conveyancing) Regulations 2010 regulation 17

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

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

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

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

Safety

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

Enjoyment

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

Value

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

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

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

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 6177 Folio 21

Parent Title(s) CT 5578/449

Creating Dealing(s) ACT 12526798

Title Issued 14/07/2016 **Edition** 3 **Edition Issued** 13/07/2022

Estate Type

FEE SIMPLE

Registered Proprietor

DANIEL JOSEPH VICTORY
OF 3 ALLAN PLACE REYNELLA SA 5161

Description of Land

LOT 490 PRIMARY COMMUNITY PLAN 40397
IN THE AREA NAMED REYNELLA
HUNDRED OF NOARLUNGA

Easements

NIL

Schedule of Dealings

Dealing Number	Description
13827893	MORTGAGE TO AUSTRALIAN CENTRAL CREDIT UNION LTD. (ACN: 087 651 125)

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
12/05/2016	12526799	BY-LAWS	FILED

Registrar-General's Notes NIL

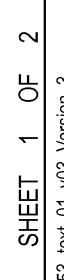
Administrative Interests NIL

Certificate of Title

Title Reference: CT 6177/21
Status: CURRENT
Parent Title(s): CT 5578/449
Dealing(s) Creating Title: ACT 12526798
Title Issued: 14/07/2016
Edition: 3

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
06/07/2022	13/07/2022	13827893	MORTGAGE	REGISTERED	AUSTRALIAN CENTRAL CREDIT UNION LTD. (ACN: 087 651 125)
06/07/2022	13/07/2022	13827892	TRANSFER	REGISTERED	DANIEL JOSEPH VICTORY
06/07/2022	13/07/2022	13827891	DISCHARGE OF MORTGAGE	REGISTERED	12668527
20/01/2017	07/02/2017	12668527	MORTGAGE	REGISTERED	CREDIT UNION SA LTD. (ACN: 087 651 232)
20/01/2017	07/02/2017	12668526	TRANSFER	REGISTERED	DANIEL JOSEPH VICTORY, HOLLIE ANNE VICTORY
20/01/2017	07/02/2017	12668525	DISCHARGE OF MORTGAGE	REGISTERED	11475613
14/10/2010	02/11/2010	11475613	MORTGAGE	REGISTERED	BENDIGO & ADELAIDE BANK LTD. (ACN: 068 049 178)

PURPOSE:	PRIMARY COMMUNITY	AREA NAME:	REYNELLA	APPROVED:	
MAP REF:	6627110Q	COUNCIL:	CITY OF ONKAPARINGA	ALEX ANDRADE-FIGUEROA 07/03/2016	
LAST PLAN:	F250397	DEVELOPMENT NO:	145/C070/15/001/44248	DEPOSITED:	
AGENT DETAILS:	MATTSSON & MARTYN 380 PAYNEHAM ROAD PAYNEHAM SA 5070 PH: 83369955 FAX: 83369966	SURVEYORS CERTIFICATION:	I GREGORY CHARLES LANE , a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996 11th day of February 2016 Gregory Lane Licensed Surveyor	SHEET	1 OF 2 51163_text_01_v03_Version_3
AGENT CODE:	MAT2				
REFERENCE:	1300104/15				
SUBJECT TITLE DETAILS:		PARCEL ALLOTMENT(S)	NUMBER 49	PLAN D	NUMBER HUNDRED / IA / DIVISION 9605 NOARLUNGA
OTHER TITLES AFFECTED:					TOWN REFERENCE NUMBER
EASEMENT DETAILS:		CATEGORY EASEMENT(S)	IDENTIFIER A	PURPOSE FOR SEWERAGE PURPOSES	IN FAVOUR OF SOUTH AUSTRALIAN WATER CORPORATION
STATUS EXISTING	LAND BURDENED 491	FORM SERVICE			CREATION 223LG RPA
ANNOTATIONS: THE COMMON PROPERTY IS DESIGNATED (C1) FOR LAND INFORMATION PURPOSES ONLY AND DOES NOT PROVIDE A LEGAL IDENTIFIER FOR THE COMMON PROPERTY THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 16/10/15					

LOCATION PLAN

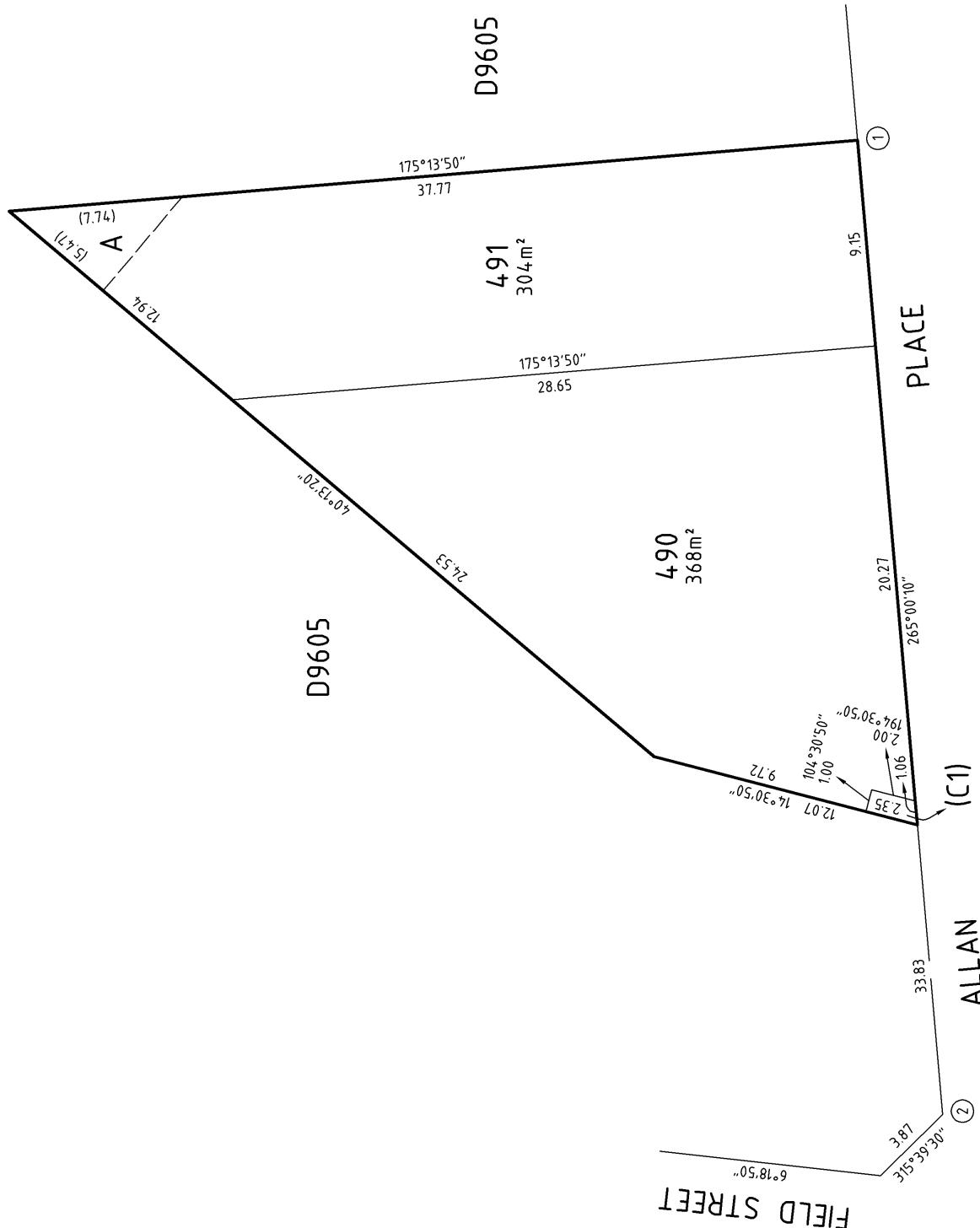
C40397

SHEET 2 OF 2

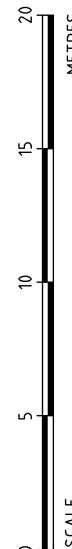
51153 nland 1 V01 Version 3

BEARING DATUM: ① - ② 265°00'10"
DERIVATION: E250897 ADOPTED

TOTAL AREA: 6740²



MATTSSON & MARTYN
 380 PAYNEHAM ROAD PAYNEHAM SA 5070
 PH (08) 8336 9955 FAX 08 8336 9966
 49 MURRAY STREET TANUNDA SA 5352
 PH (08) 8561 1000 FAX (08) 8336 9966
 Email: mail@mmv.sa.com.au REF: P130001/04/15
 ABN 79 141 439 663
 WMB



LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

C 40397

SHEET

OF

ACCEPTED *John F.* 27/06/2016

PRO REGISTRAR-GENERAL

SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENT	SUBDIVIDED
490	5,475	
491	4,525	
AGGREGATE	10,000	

CERTIFICATE OF LAND VALUER

Jeffrey Wood

being a land valuer within the meaning of the Land Valuers Act 1984 certify that the schedule is correct for the purposes of the Community Titles Act 1996.

Dated the *20th* day of **February** 2010

Jeffrey Wood
Signature of Land Valuer

Property Interest Report

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

Title Reference	CT 6177/21	Reference No. 2699535
Registered Proprietors	D J*VICTORY	Prepared 04/08/2025 16:52
Address of Property	3 ALLAN PLACE, REYNELLA, SA 5161	
Local Govt. Authority	CITY OF ONKAPARINGA	
Local Govt. Address	PO BOX 1 NOARLUNGA CENTRE SA 5168	

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

Table of Particulars

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

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

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

1. General

1.1	Mortgage of land	Refer to the Certificate of Title <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>
1.2	Easement (whether over the land or annexed to the land)	Refer to the Certificate of Title Note--"Easement" includes rights of way and party wall rights <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>
1.3	Restrictive covenant	Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>
1.4	Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)	Refer to the Certificate of Title also Contact the vendor for these details <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>
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	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 also Contact the Local Government Authority for other details that might apply
	<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	
5.2	section 50(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.3	section 50(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
5.4	section 55 - Order to remove or perform work	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
5.5	section 56 - Notice to complete development	State Planning Commission in the Department for Housing and Urban Development has no record of any order or notice affecting this title also Contact the Local Government Authority for other details that might apply
5.6	section 57 - Land management agreement	Refer to the Certificate of Title
5.7	section 60 - Notice of intention by building owner	Contact the vendor for these details
5.8	section 69 - Emergency order	State Planning Commission in the Department for Housing and Urban Development has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply
5.9	section 71 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any notice affecting this title

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

6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed)	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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[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]

7. Emergency Services Funding Act 1998

7.1	section 16 - Notice to pay levy	An Emergency Services Levy Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750. Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au
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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
9. Fences Act 1975		
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
10. Fire and Emergency Services Act 2005		
10.1	section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor
11. Food Act 2001		
11.1	section 44 - Improvement notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
11.2	section 46 - Prohibition order	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
12. Ground Water (Qualco-Sunlands) Control Act 2000		
12.1	Part 6 - risk management allocation	Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
12.2	section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	DEW Water Licensing has no record of any notice affecting this title
13. Heritage Places Act 1993		
13.1	section 14(2)(b) - Registration of an object of heritage significance	Heritage Branch in DEW has no record of any registration affecting this title
13.2	section 17 or 18 - Provisional registration or registration	Heritage Branch in DEW has no record of any registration affecting this title
13.3	section 30 - Stop order	Heritage Branch in DEW has no record of any stop order affecting this title
13.4	Part 6 - Heritage agreement	Heritage Branch in DEW has no record of any agreement affecting this title also Refer to the Certificate of Title
13.5	section 38 - "No development" order	Heritage Branch in DEW has no record of any "No development" order affecting this title
14. Highways Act 1926		
14.1	Part 2A - Establishment of control of access from any road abutting the land	Transport Assessment Section within DIT has no record of any registration affecting this title
15. Housing Improvement Act 1940 (repealed)		
15.1	section 23 - Declaration that house is undesirable or unfit for human habitation	Contact the Local Government Authority for other details that might apply
15.2	Part 7 (rent control for substandard houses) - notice or declaration	Housing Safety Authority has no record of any notice or declaration affecting this title
16. Housing Improvement Act 2016		

16.1	Part 3 Division 1 - Assessment, improvement or demolition orders	Housing Safety Authority has no record of any notice or declaration affecting this title
16.2	section 22 - Notice to vacate premises	Housing Safety Authority has no record of any notice or declaration affecting this title
16.3	section 25 - Rent control notice	Housing Safety Authority has no record of any notice or declaration affecting this title
17. <i>Land Acquisition Act 1969</i>		
17.1	section 10 - Notice of intention to acquire	Refer to the Certificate of Title for any notice of intention to acquire also Contact the Local Government Authority for other details that might apply
18. <i>Landscape South Australia Act 2019</i>		
18.1	section 72 - Notice to pay levy in respect of costs of regional landscape board	The regional landscape board has no record of any notice affecting this title
18.2	section 78 - Notice to pay levy in respect of right to take water or taking of water	DEW has no record of any notice affecting this title
18.3	section 99 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
18.4	section 107 - Notice to rectify effects of unauthorised activity	The regional landscape board has no record of any notice affecting this title also DEW has no record of any notice affecting this title
18.5	section 108 - Notice to maintain watercourse or lake in good condition	The regional landscape board has no record of any notice affecting this title
18.6	section 109 - Notice restricting the taking of water or directing action in relation to the taking of water	DEW has no record of any notice affecting this title
18.7	section 111 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
18.8	section 112 - Permit (or condition of a permit) that remains in force	The regional landscape board has no record of any permit (that remains in force) affecting this title also DEW has no record of any permit (that remains in force) affecting this title
18.9	section 120 - Notice to take remedial or other action in relation to a well	DEW has no record of any notice affecting this title
18.10	section 135 - Water resource works approval	DEW has no record of a water resource works approval affecting this title
18.11	section 142 - Site use approval	DEW has no record of a site use approval affecting this title
18.12	section 166 - Forest water licence	DEW has no record of a forest water licence affecting this title
18.13	section 191 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
18.14	section 193 - Notice to comply with action order for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
18.15	section 194 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
18.16	section 196 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
18.17	section 207 - Protection order to secure compliance with specified provisions of the	The regional landscape board has no record of any notice affecting this title

Act

18.18 section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act
The regional landscape board has no record of any notice affecting this title

18.19 section 211 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act
The regional landscape board has no record of any notice affecting this title

18.20 section 215 - Orders made by ERD Court
The regional landscape board has no record of any notice affecting this title

18.21 section 219 - Management agreements
The regional landscape board has no record of any notice affecting this title

18.22 section 235 - Additional orders on conviction
The regional landscape board has no record of any notice affecting this title

19. *Land Tax Act 1936*

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

20. *Local Government Act 1934 (repealed)*

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

21. *Local Government Act 1999*

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

22. *Local Nuisance and Litter Control Act 2016*

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

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

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

24. *Mining Act 1971*

24.1 Mineral tenement (other than an exploration licence)
Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title

24.2 section 9AA - Notice, agreement or order to waive exemption from authorised operations
Contact the vendor for these details

24.3 section 56T(1) - Consent to a change in authorised operations
Contact the vendor for these details

24.4 section 58(a) - Agreement authorising tenement holder to enter land
Contact the vendor for these details

24.5 section 58A - Notice of intention to commence authorised operations or apply for lease or licence
Contact the vendor for these details

24.6 section 61 - Agreement or order to pay compensation for authorised operations
Contact the vendor for these details

24.7 section 75(1) - Consent relating to extractive minerals
Contact the vendor for these details

24.8 section 82(1) - Deemed consent or agreement
Contact the vendor for these details

24.9 Proclamation with respect to a private mine
Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title

25. *Native Vegetation Act 1991*

25.1 Part 4 Division 1 - Heritage agreement
DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title

25.2 section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider
DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title

25.3 section 25D - Management agreement
DEW Native Vegetation has no record of any agreement affecting this title
also
Refer to the Certificate of Title

25.4 Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation
DEW Native Vegetation has no record of any refusal or condition affecting this title

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

26.1 section 97 - Notice to pay levy in respect of costs of regional NRM board
The regional landscape board has no record of any notice affecting this title

26.2 section 123 - Notice to prepare an action plan for compliance with general statutory duty
The regional landscape board has no record of any notice affecting this title

26.3 section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object
The regional landscape board has no record of any notice affecting this title

26.4 section 135 - Condition (that remains in force) of a permit
The regional landscape board has no record of any notice affecting this title

26.5 section 181 - Notice of instruction as to keeping or management of animal or plant
The regional landscape board has no record of any notice affecting this title

26.6 section 183 - Notice to prepare an action plan for the destruction or control of animals or plants
The regional landscape board has no record of any notice affecting this title

26.7 section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve
The regional landscape board has no record of any notice affecting this title

26.8 section 187 - Notice requiring control or quarantine of animal or plant
The regional landscape board has no record of any notice affecting this title

26.9 section 193 - Protection order to secure compliance with specified provisions of the Act
The regional landscape board has no record of any order affecting this title

26.10 section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act
The regional landscape board has no record of any order affecting this title

26.11 section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act
The regional landscape board has no record of any authorisation affecting this title

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

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

28. *Phylloxera and Grape Industry Act 1995*

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

29. *Planning, Development and Infrastructure Act 2016*

29.1 Part 5 - Planning and Design Code
[*Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.*]

Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.

also

Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title

also

For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority

also

Contact the Local Government Authority for other details that might apply to a place of local heritage value

also

For details of declared significant trees affecting this title, contact the Local Government Authority

also

The Planning and Design Code (the Code) is a statutory instrument under the *Planning, Development and Infrastructure Act 2016* for the purposes of development assessment and related matters within South Australia. The Code contains the planning rules and policies that guide what can be developed in South Australia. Planning authorities use these planning rules to assess development applications. To search and view details of proposed statewide code amendments or code amendments within a local government area, please search the code amendment register on the SA Planning Portal:
https://plan.sa.gov.au/have_your_say/code-amendments/code_amendment_register or phone PlanSA on 1800 752 664.

29.2 section 127 - Condition (that continues to apply) of a development authorisation
[*Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.*]

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the vendor for these details

29.4 section 140 - Notice requesting access

Contact the vendor for these details

29.5 section 141 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

29.6 section 142 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

29.7 section 155 - Emergency order

State Planning Commission in the Department for Housing and Urban Development

		has no record of any order or notice affecting this title
		also
		Contact the Local Government Authority for other details that might apply
29.8	section 157 - Fire safety notice	Building Fire Safety Committee in the Department for Housing and Urban Development has no record of any order or notice affecting this title
		also
		Contact the Local Government Authority for other details that might apply
29.9	section 192 or 193 - Land management agreement	Refer to the Certificate of Title
29.10	section 198(1) - Requirement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
		also
		Contact the Local Government Authority for other details that might apply
29.11	section 198(2) - Agreement to vest land in a council or the Crown to be held as open space	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
		also
		Contact the Local Government Authority for other details that might apply
29.12	Part 16 Division 1 - Proceedings	Contact the Local Government Authority for details relevant to this item
		also
		Contact the vendor for other details that might apply
29.13	section 213 - Enforcement notice	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title
		also
		Contact the Local Government Authority for other details that might apply
29.14	section 214(6), 214(10) or 222 - Enforcement order	Contact the Local Government Authority for details relevant to this item
		also
		State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title

30. *Plant Health Act 2009*

30.1	section 8 or 9 - Notice or order concerning pests	Plant Health in PIRSA has no record of any notice or order affecting this title
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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	<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)</i> (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	<i>Public and Environmental Health (Waste Control) Regulations 2010</i> (revoked) regulation 19 - Maintenance order (that has not been complied with)	Public Health in DHW has no record of any order affecting this title
		also
		Contact the Local Government Authority for other details that might apply

32. South Australian Public Health Act 2011

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

32.2 section 92 - Notice Public Health in DHW has no record of any notice affecting this title
also
Contact the Local Government Authority for other details that might apply

32.3 *South Australian Public Health (Wastewater) Regulations 2013 Part 4 - Condition (that continues to apply) of an approval* Public Health in DHW has no record of any condition affecting this title
also
Contact the Local Government Authority for other details that might apply

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

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

34. Water Industry Act 2012

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

35. Water Resources Act 1997 (repealed)

35.1 section 18 - Condition (that remains in force) of a permit DEW has no record of any condition affecting this title

35.2 section 125 (or a corresponding previous enactment) - Notice to pay levy DEW has no record of any notice affecting this title

36. Other charges

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

Other Particulars

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

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

Additional Information

The following additional information is provided for your information only.

These items are not prescribed encumbrances or other particulars prescribed under the Act.

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

Notices

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

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

Building restrictions

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

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

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

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

Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

IMPORTANT INFORMATION REGARDING SEARCHES

Adelaide Conveyancing
PO Box 800
BRIGHTON SA 5048

Attention Conveyancers

- **Section 187 certificate update request free of charge (One Update):**
 - Penalties and interest, property charges, payments or dishonoured payments can impact account balances on a daily basis.
To assist with financial adjustments as close as practicable to the date of settlement, your **Section 187 certificate will now be valid for 90 days**. Within this period Council will offer one update request without charge. This update is to be obtained via the online portal.
It is important to note all searches advise when fines/interest will be applied. When receiving your update search, should it be evident that further penalties will be applied prior to settlement, you will need to still consider these additional amounts as part of your settlement statement calculations.

Please Note: Section 7 certificates remain valid for a 30 day period only.

- **BPAY biller code added to searches to enable electronic settlement of funds**
 - Our BPAY biller code is now detailed on each search, enabling settlement funds to be disbursed to Council electronically. Please note that this is Council's preferred method of payment and we request that you cease the use of cheques to affect settlement.
- **How to advise Council of change of ownership?**
To also assist with the reduction of duplication of information being received from various agencies i.e. conveyancers and the Lands Titles Office, we are advocating that the **Purchaser's Conveyancer** to advise the change of ownership by following the below:
 - If you are using e-conveyancing to affect a sale, please **only issue advice to Council if the mail service address is different to what was lodged via the transfer at the LTO**. Council's new practice is to update ownership details including the mailing address in accordance with the advice provided by the Valuer General. Council has amended this change to align with SA Water practices and to provide an improved customer experience overall.
 - If lodging in person at Lands Title Office – Please send the change of ownership advice to Council via mail@onkaparinga.sa.gov.au. Electronic settlement of funds is still preferred.

Yours sincerely

City Of Onkaparinga

Telephone (08) 8384 0666

Certificate No: S74426/2025

Property Information And Particulars

In response to an enquiry pursuant to Section 7 of the

The Land & Business (Sale & Conveyancing) Act, 1994

TO: Adelaide Conveyancing
PO Box 800
BRIGHTON SA 5048

DETAILS OF PROPERTY REFERRED TO:

ASSESSMENT NO	:	114200
VALUER GENERAL NO	:	8646019057
VALUATION	:	\$720,000.00
OWNER	:	Mr Daniel Joseph Victory
PROPERTY ADDRESS	:	3 Allan Place REYNELLA SA 5161
VOLUME/FOLIO	:	CT-6177/21
LOT/PLAN NUMBER	:	Community Plan Parcel 490 CP 40397
WARD	:	02 Mid Coast Ward

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

In addition, Building Indemnity Insurance details are given, if applicable, pursuant to *SCHEDULE 2*, Division 2 to which Council must respond according to *TABLE 2* of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT 1994*.

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

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

Where a prescribed encumbrance requires a dual response, as described by *TABLE 1*, of *SCHEDULE 2*, of the *REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT 1994*, the enquirer should also refer a like enquiry to the Department for Transport Energy and Infrastructure.

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

INFORMATION NOTE

CHANGES TO PLANNING POLICY AFFECTING LAND IN COUNCIL'S AREA

The information provided in this note is additional to, and not in substitution of, any information provided in response to your request for statutory search information. The response to your request, provided with this note, does not reference changes to planning policy affecting all South Australian Councils.

Development Act 1993 (repealed)

Section 42

Condition (that continues to apply) of a development authorisation

NO

Planning Act 1982 (repealed)

Condition (that continues to apply) of a development authorisation

NO

Building Act 1971 (repealed)

Condition (that continues to apply) of a development authorisation

NO

Planning and Development Act 1966 (repealed)

Condition (that continues to apply) of a development authorisation

NO

Planning, Development and Infrastructure Act 2016

Part 5 – Planning and Design Code

Zones

General Neighbourhood (GN)

Subzones

NO

Zoning overlays

Overlays

Affordable Housing

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

Hazards (Flooding - Evidence Required)

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

Native Vegetation

The Native Vegetation Overlay seeks to protect, retain and restore areas of native vegetation.

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Traffic Generating Development

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

Urban Tree Canopy

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

Is the land situated in a designated State Heritage Place/Area? NO

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 to be a significant tree or trees on the land?

Council does not have trees listed in Part 10 - Significant Trees of the Planning and Design Code. However, there may be regulated or significant tree(s) on the site as defined by the Planning and Code that would require approval for maintenance pruning or removal.

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/>

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?

The Property Interest Report available through [Land Services SA](#) provides information necessary for Conveyancers to complete the Vendor's Statement.

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

Section 127

Condition (that continues to apply) of a development authorisation NO

Part 2—Items to be included if land affected

Development Act 1993 (repealed)

Section 50(1)

Requirement to vest land in council to be held as open space NO

Section 50(2)

Agreement to vest land in council to be held as open space NO

Section 55

Order to remove or perform work NO

Section 56

Notice to complete development NO

Section 57

Land management agreement NO

Section 69

Emergency order NO

<i>Section 71 (only)</i> Fire safety notice	NO
<i>Section 84</i> Enforcement notice	NO
<i>Section 85(6), 85(10) or 106</i> Enforcement Order	NO
<i>Part 11 Division 2</i> Proceedings	NO

Fire and Emergency Services Act 2005

<i>Section 105F (or section 56 or 83 (repealed))</i> Notice	NO
<i>Section 56 (repealed)</i> Notice issued	NO

Food Act 2001

<i>Section 44</i> Improvement notice <u>issued against the land</u>	NO
<i>Section 46</i> Prohibition order	NO

Housing Improvement Act 1940 (repealed)

<i>Section 23</i> Declaration that house is undesirable or unfit for human habitation	NO
--	----

Land Acquisition Act 1969

<i>Section 10</i> Notice of intention to acquire	NO
---	----

Local Government Act 1934 (repealed)

<i>Notice, order, declaration, charge, claim or demand given or made under the Act</i>	NO
--	----

Local Government Act 1999

<i>Notice, order, declaration, charge, claim or demand given or made under the Act</i>	NO
Refer to separate attachment for Rates and Charges	

Local Nuisance and Litter Control Act 2016

<i>Section 30</i> Nuisance or litter abatement notice <u>issued against the land</u>	NO
---	----

Planning, Development and Infrastructure Act 2016

Section 139

Notice of proposed work and notice may require access

NO

Section 140

Notice requesting access

NO

Section 141

Order to remove or perform work

NO

Section 142

Notice to complete development

NO

Section 155

Emergency order

NO

Section 157

Fire safety notice

NO

Section 192 or 193

Land Management Agreements

NO

Section 198(1)

Requirement to vest land in a council or the Crown to be held as open space

NO

Section 198(2)

Agreement to vest land in a council or the Crown to be held as open space

NO

Part 16 - Division 1

Proceedings

NO

Section 213

Enforcement notice

NO

Section 214(6), 214(10) or 222

Enforcement order

NO

Public and Environmental Health Act 1987 (repealed)

Part 3

Notice

NO

Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) revoked

Part 2 – Condition (that continues to apply) of an approval

NO

Public and Environmental Health (Waste Control) Regulations 2010 revoked

Regulation 19 - Maintenance order (that has not been complied with)

NO

South Australian Public Health Act 2011

Section 92

Notice

NO

South Australian Public Health (Wastewater) Regulations 2013

Part 4 – Condition (that continues to apply) of an approval

NO

Particulars of building indemnity insurance

NO

Details of Building Indemnity Insurance still in existence for building work on the land

Particulars relating to environment protection

Further information held by council

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

NO

(a) commercial or industrial activity at the land; or

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

Note –

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

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

It should be noted that –

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

General

Easement

NO

Does a Council drainage easement exist? – Refer to Certificate of Title of subdivision plans (ie Deposited Plans, Community Plans, File Plans etc) for details of easements in the interests of other State Departments or Agencies).

Are you aware of any encroachment on the Council easement?

NO

Lease, agreement for lease, tenancy agreement or licence

(The information does not include the information about sublease or subtenancy.

NO

The purchaser may seek that information from the lessee or tenant or sublessee or subtenant.)

Caveat

NO

Other

Charge for any kind affecting the land (not included in another item)

NO

PLEASE 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.

This statement is made the 05 August 2025

Thomas Caiapich

(Acting) Team Leader Development Support

AUTHORISED OFFICER

T: (08) 8384 0666
E: mail@onkaparinga.sa.gov.au

For your information:

Section 187 certificate update request free of charge (One Update):

Penalties and interest, property charges, payments or dishonoured payments can impact account balances daily.

To assist with financial adjustments as close as practicable to the date of settlement, your Section 187 certificate will now be valid for 90 days. Within this period we will offer one update request without charge. This update is to be obtained via the online portal.

It is important to note all searches advise when fines/interest will be applied. When receiving your update search, should it be evident that further penalties will be applied prior to settlement, you will need to still consider these additional amounts as part of your settlement statement calculations.

Please Note: The above 90 day extension is applicable only to Section 187 certificates. Section 7 certificates still remain valid for a 30 day period only.

BPAY biller code added to searches to enable electronic settlement of funds

Our BPAY biller code is now detailed on each search, enabling settlement funds to be disbursed to us electronically. Please note that this is our preferred method payment and we request that you cease the use of cheques to affect settlement.

How to advise us of change of ownership?

To also assist with the reduction of duplication of information being received from various agencies i.e. conveyancers and the Lands Titles Office (LTO), we are advocating that the Purchaser's Conveyancer to advise the change of ownership by following the below:

If you are using e-conveyancing to affect a sale, please only issue advice to us if the mail service address is different to what was lodged via the transfer at the LTO. We update ownership details including the mailing address in accordance with the advice provided by the Valuer General. We have amended this change to align with SA Water practices and to provide an improved customer experience overall.

If lodging in person at the LTO – Please send the change of ownership advice to us via mail@onkaparinga.sa.gov.au.

Electronic settlement of funds is still preferred.

LOCAL GOVERNMENT RATES SEARCH

TO: Adelaide Conveyancing
PO Box 800
BRIGHTON SA 5048

05 August 2025

DETAILS OF PROPERTY REFERRED TO:

Property ID : 79262
 Valuer General No : 8646019057
 Valuation : \$720,000.00
 Owner : Mr Daniel Joseph Victory
 Property Address : 3 Allan Place REYNELLA SA 5161
 Volume/Folio : CT-6177/21
 Lot/Plan No : Community Plan Parcel 490 CP 40397
 Ward : 02 Mid Coast Ward

Pursuant to Section 187 of the Local Government Act 1999, I certify that the following amounts are due and payable in respect of and are a charge against the above property.

Arrears balance (as of 30 Jun 2025) including rates, fines and interest, and/or Block Clearing Charges	\$9.98
Postponed Amount in Arrears	\$0.00

Rates for the current 2025-2026 Financial Year applicable from 01 July 2025:

Total Rates Levied 2025-2026	\$2,019.92
-------------------------------------	-------------------

Less Council Rebate. The Council Rebate ceases on sale and a pro-rata calculation will apply to the date of sale	\$0.00
Fines and interest charged in the current financial year (2% fine when rates first become overdue and interest applied per month thereafter at LGA-prescribed rate)	\$0.00
Postponed Interest	\$0.00
Less paid current financial year	\$0.00
Overpayment	\$0.00
Legal Fees (current)	\$0.00
Legal Fees (arrears)	\$0.00
Refunds, Rates Remitted, Small Balance Adjustments or Rate Capping Rebate	\$0.00
Balance - rates and other monies due and payable	\$2,029.90
Property Related Debts	\$0.00

BPAY Biller Code: 421503	TOTAL BALANCE	\$2,029.90
Ref: 1394780792620		

AUTHORISED OFFICER
Jay Moyle

This statement is made the 05 August 2025



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: 2699535

J.L PUNKE & S.E PUNKE
POST OFFICE BOX 800
BRIGHTON SA 5048

DATE OF ISSUE

05/08/2025

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NUMBER	OWNERSHIP NAME																					
19340355	D J VICTORY																					
PROPERTY DESCRIPTION																						
3 ALLAN PL / REYNELLA SA 5161																						
ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR																		
8646019057	CT 6177/21	\$720,000.00	R4 1.000	RE 0.400																		
LEVY DETAILS:																						
<table> <tr> <td>FIXED CHARGE</td> <td>\$</td> <td>50.00</td> </tr> <tr> <td>+ VARIABLE CHARGE</td> <td>\$</td> <td>243.60</td> </tr> <tr> <td>- REMISSION</td> <td>\$</td> <td>146.55</td> </tr> <tr> <td>- CONCESSION</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>+ ARREARS / - PAYMENTS</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>= AMOUNT PAYABLE</td> <td>\$</td> <td>147.05</td> </tr> </table>					FIXED CHARGE	\$	50.00	+ VARIABLE CHARGE	\$	243.60	- REMISSION	\$	146.55	- CONCESSION	\$	0.00	+ ARREARS / - PAYMENTS	\$	0.00	= AMOUNT PAYABLE	\$	147.05
FIXED CHARGE	\$	50.00																				
+ VARIABLE CHARGE	\$	243.60																				
- REMISSION	\$	146.55																				
- CONCESSION	\$	0.00																				
+ ARREARS / - PAYMENTS	\$	0.00																				
= AMOUNT PAYABLE	\$	147.05																				

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 03/11/2025



**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER

19340355

OWNERSHIP NAME

D J VICTORY

AGENT NUMBER

100037486

ASSESSMENT NUMBER

8646019057

AGENT NAME

J.L PUNKE & S.E PUNKE

AMOUNT PAYABLE

\$147.05

EXPIRY DATE

03/11/2025

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
Email: contactus@revenuesa.sa.gov.au
Phone: (08) 8372 7534

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 Biller Code: 456285 Ref: 7006059013	 To pay via the internet go to: www.revenuesaonline.sa.gov.au	 Send your cheque or money order, made payable to the Community Emergency Services Fund , along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001
---	---	--

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



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: 2699535

J.L PUNKE & S.E PUNKE
POST OFFICE BOX 800
BRIGHTON SA 5048

DATE OF ISSUE

05/08/2025

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NAME

D J VICTORY

FINANCIAL YEAR

2025-2026

PROPERTY DESCRIPTION

3 ALLAN PL / REYNELLA SA 5161

ASSESSMENT NUMBER

8646019057

TITLE REF.

(A "+" indicates multiple titles)

CT 6177/21

TAXABLE SITE VALUE

\$275,000.00

AREA

0.0368 HA

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

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

Please Note:

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

ON OR BEFORE 03/11/2025

See overleaf for further information



**Government of
South Australia**

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

OFFICIAL: Sensitive

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

Visit: www.revenuesa.sa.gov.au
Email: contactus@revenuesa.sa.gov.au
Phone: (08) 8372 7534

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>BPAY</p> <p>Biller Code: 456293 Ref: 7006058924</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Commissioner of State Taxation, along with this Payment Remittance Advice to: Please refer below.</p> <p>Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
--	---	--

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.
 86 46019 05 7 CT617721 5/8/2025 131 2699535

ADELAIDE CONVEYANCING
 PO BOX 800
 BRIGHTON SA 5048
 property@adelaideconveyancing.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: D J VICTORY
 Location: 3 ALLAN PL REYNELLA LT490 C40397
 Description: 4HDGALF Capital \$ 720 000
 Value:
 Rating: Residential

Periodic charges

Raised in current years to 30/6/2025

		\$
	Arrears as at: 30/6/2025	:
Water main available:	1/7/2016	Water rates
Sewer main available:	1/7/2016	Sewer rates
		: 0.00
		Water use
		: 0.00
		SA Govt concession
		: 0.00
		Recycled Water Use
		: 0.00
		Service Rent
		: 0.00
		Recycled Service Rent
		: 0.00
		Other charges
		: 0.00
		Goods and Services Tax
		: 0.00
		Amount paid
		: 0.00
		Balance outstanding
		: 0.00

Degree of concession: 00.00%

Recovery action taken: FULLY PAID

Next quarterly charges: Water supply: 82.30 Sewer: 106.20 Bill: 3/9/2025

This Account is billed four times yearly for water use charges.

The last Water Use Year ended on 28/05/2025.

Please note: If you have also ordered a Special Meter Reading for this property and it comes back as estimated, please ensure you provide a photo of the meter including serial number to have the certificate reissued.



Government of
South Australia

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

I300 SA WATER
 (1300 729 283)
 ABN 69 336 525 019
sawater.com.au

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.



**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

South Australian Water Corporation

Name:
D J VICTORY

Water & Sewer Account
Acct. No.: 86 46019 05 7

Amount: _____

Address:
3 ALLAN PL REYNELLA LT490 C40397

Payment Options

EFT**EFT Payment**

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	8646019057



Biller code: 8888
Ref: 8646019057

Telephone and Internet Banking — BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at bpay.com.au

**Paying online**

Pay online at www.sawater.com.au/paynow for a range of options. Have your account number and credit card details to hand.

**Paying by phone**

Call 1300 650 870 and pay by phone using your Visa/Mastercard 24/7.

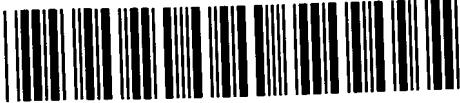
SA Water account number: 8646019057



**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

Orig. **LF 12526799**

11:03 12-May-2016

2 of 2

Prefix
LF
Series No.

LANDS TITLES REGISTRATION

OFFICE

SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER
THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE &
STAMP DUTY PURPOSES ONLY****BELOW THIS LINE FOR AGENT USE ONLY**AGENT CODE

Lodged by: M. H. Critchley MHC1
 Correction to: M. H. Critchley MHC1

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

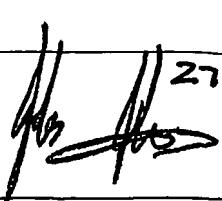
1.
2.
3.
4.

CONTACTED CONVEYANCER RE: BY-LAW 5
AND GUIDE DOCS (SEC 37(D) AND (E)) OF THE
COMMUNITY TITLES ACT 1996

J.I. 27/06/2016

PICK-UP NO.	
CP	

John Ineson-Pooley C40397

CORRECTION 27/06/2016		PASSED
		I.I.
FILED	27/06/2016	
  <i>John Ineson-Pooley</i> REGISTRAR-GENERAL		

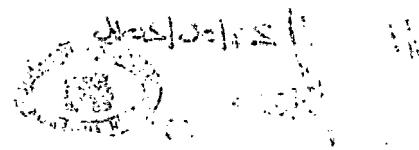
**TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE**

**PRIMARY BY-LAWS
DEVELOPMENT No. 145/C070/15**

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145/C070/15

145/C070/15



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**PRIMARY BY-LAWS
DEVELOPMENT No. 145/C070/15**

PRIMARY COMMUNITY BY-LAWS

COMMUNITY TITLES ACT 1996

COMMUNITY PLAN NO. C40397

3 Allan Place, Reynella SA 5161

CERTIFICATE

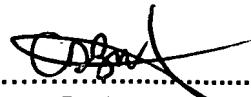
Certificate as to preparation of Scheme Description, By-Laws or Development Contracts

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

Clayton Dale Barber

1283 North East Road

Tea Tree Gully SA 5091



.....
Clayton Dale Barber
Registered Conveyancer
Critchley & Associates Conveyancers
1283 North East Road, Tea Tree Gully SA 5091
(08) 8264 9990

**TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE**

**PRIMARY BY-LAWS
DEVELOPMENT No. 145/C070/15**

**PROPOSED PRIMARY
COMMUNITY BY-LAWS**

**COMMUNITY PLAN NO.40397
3 Allan Place Reynella SA 5161**

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ANNE MARIE MCGOWAN
REYNELLA COUNCIL
1000 145/C070/15

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**PRIMARY BY-LAWS
DEVELOPMENT No. 145/C070/15**

COMMUNITY BY-LAWS WARNING

These By-Laws bind the Corporation, the Community Lot Holders, the Occupiers and any person entering the Community Parcel.

These By-Laws relate to the control and management of the Common Property and Community Lots and as such may only be amended or revoked by special resolution of the Corporation in accordance with Section 39 of the Act.

1. INTERPRETATION

1.1 In these By-Laws:

- (a) **Act** means the Community Titles Act 1996;
- (b) **Common Property** has the same meaning as set out in the Act;
- (c) **Community Plan** means the Community Titles Plan referred to above, which establishes the Community Scheme;
- (d) **Community Scheme** means the community strata scheme comprised in and established by the Community Plan;
- (e) **Corporation** means Community Corporation No 40397 Incorporated and includes a duly appointed officer, agent, employee, contractor or manager;
- (f) **Council** means the City of Onkaparinga;
- (g) **Develop** means:
 - A. The erection, construction, alteration, improvement, installation or painting of any building, or other improvement on a Lot or on Common Property, and includes any site works effected in readiness for Development; and
 - B. **Development** has a like meaning.
- (h) **Developer** means Andrew Alfred Blige of PO Box 6015 West Lakes Shore SA 5020;
- (i) **Lot** means a community Lot being part of the Community Scheme;
- (j) **Invitees** means visitors, tradespersons, builders, contractors, agents, clients or associates of the Lot Owner or occupier of a Lot;
- (k) **Lot Owner** means the owner of a Lot;
- (l) **Manager** means any party approved by the Corporation from time to time to manage and perform the duties and functions of the Corporation under the Act, and Corporation Management Agreement pursuant to Section 75(5) of the Act;
- (m) **Occupier of a Lot** means the person or persons in occupation of a Lot and includes, if the Lot is unoccupied, the relevant Lot Owner;

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

- (a) Words importing the singular number include the plural and vice versa;
- (b) Words importing any gender include other genders;
- (c) References to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to and all regulations, rules, By-Laws, proclamations, orders and other authorities pursuant thereto;

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**PRIMARY BY-LAWS
DEVELOPMENT No. 145/C070/15**

- (d) References to any of the parties hereto include references to their respective successors and permitted assigns;
- (e) Headings have been inserted for guidance only and will be deemed not to form any part nor to affect the construction of these By-Laws;
- (f) Where a word or phrase is given a defined meaning in this Agreement, any other part of speech or other grammatical form in respect of such word or phrase will have a corresponding meaning;
- (g) These By-Laws will be governed by and construed in accordance with the laws of the State of South Australia. Each of the parties hereto submits unconditionally but not exclusively to the jurisdiction of a Court of competent jurisdiction in the State of South Australia;
- (h) If any of the provisions of these By-Laws should be judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such as invalidity or unenforceability of illegality (unless deletion of such provision or provisions would substantially alter the intention of the parties hereto, expressed or implied) will not affect the operation, construction or interpretation of any other provision of these By-Laws with the intent that the invalid or unenforceable or illegal provisions will be treated for all purposes as severed from these By-Laws.

2. MANDATORY BY-LAWS

2.1 Administration, management and control of Common Property

- (a) The Corporation is responsible for the administration, management and control of the Common Property.
- (b) The Corporation may (but is not obliged to) appoint a management committee (comprising representatives of Lot Owners) which will be responsible to the Corporation for the administration, management and control of the Common Property except for the matters concerning:
 - A. The fixing of contribution amounts from Lot Owners;
 - B. Appointment of a Manager under by-Law 2.1(c)
 - C. Maintenance, upgrading or improvements to the Common Property where the amount expended would exceed \$1,000.00 or such greater amount as may be decided by the Corporation.
- (c) The Corporation may (but is not obliged to) appoint a Manager which will be responsible to, and which will assist the Corporation in carrying out, on behalf of the Corporation, the functions of administering, managing or controlling the Common Property but:
 - A. The Manager must enter into a written Corporation Management Agreement with the Corporation which is subject to annual review; and
 - B. The Corporation must be entitled under a term of the Corporation Management Agreement to terminate that agreement in the event of default by the Manager in satisfactory performance of its duties.
- (d) Lot Owner Contributions
 - A. The Corporation will in general meeting (and not by its management committee) fix the amount it requires from Lot Owners from time to time by way of contributions for anticipated expenditure (such as common property maintenance, building services, rates and taxes, insurances,

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**PRIMARY BY-LAWS
DEVELOPMENT No. 145/C070/15**

repairs etc)

- B. Subject to the Act, the share of an amount to be contributed by a Lot Owner is proportional to the lot entitlement of the relevant Lot unless otherwise provided by a unanimous resolution of the Corporation.
- C. The Corporation may, by ordinary resolution –
 - i. Permit contributions to be paid in instalments specified in the resolution; and
 - ii. Fix (in accordance with regulations to the Act) interest payable in respect of a contribution, or an instalment of a contribution, that is in arrears.

2.2 Use and enjoyment of the Common Property

- (a) The common Property is, subject to the Act and these By-Laws, for the common use and enjoyment of Lot Owners and other Occupiers in the Community Scheme and their invitees.
- (b) Lot Owners, Occupiers and Invitees must not:
 - A. Damage or interfere with any structure, building services, shrub, plant, tree or garden, or deposit rubbish or waste material on or in the Common Property, or in any way obstruct the lawful use of the Common Property;
 - B. Without the prior approval in writing of the Corporation, subject to Clause 2.2(b)(C) below, mark, paint, erect or construct any permanent structure or service infrastructure on the Common Property;
 - C. Damage or deface any existing structure, facilities or service infrastructure that forms part of the Common Property;
 - D. Use any portion of the Common Property for their exclusive use as a garden or parking area or otherwise;
 - E. Display any advertisement, sign or hoarding on any part of the Common Property;
 - F. Dispose of any rubbish on Common Property other than in bins or receptacles intended and set aside for the purpose;
 - G. Deface, paint, write, cut names or letters or make marks on or fix signs or bills, advertisements or graffiti to any part of the Building or the Common Property;
 - H. Fail to comply with any reasonable direction or request from the Corporation in relation to use of the Common Property;
 - I. Unlawfully attempt to exclude the public from any section of the Common Property;
 - J. Play any game on Common Property so as to interfere with safety or comfort of any other person on Common Property;
 - K. Sing, busk or play a musical instrument on Common Property;
 - L. Repair, wash, paint, panel-beat or otherwise work on any motor vehicle except in an area specifically set aside for that purpose (if any) provided that this clause will not extend to emergency repairs in the case of vehicle breakdown;
 - M. Preach to or harangue other people;
 - N. Obstruct any footpath, road or walkway;

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**PRIMARY BY-LAWS
DEVELOPMENT No. 145/C070/15**

- O. Use or occupy any caravan, trailer or other vehicle on the Common Property for sleeping or otherwise as a place of habitation;
- P. Be inadequately clothed when on Common Property;
- Q. Use any language or behave in a manner likely to cause offence or a nuisance to others;
- R. Fail to comply with any speed limits posted by the Community Corporation; or
- S. Fail to comply with any rules issued by the Corporation concerning use of the Common Property.
- (c) Any Development on the Common Property owned by the Community Corporation must be approved by the Lot Encumbrancee as if the Common Property was subject to the Encumbrance registered over each Lot within the Community Division.
- (d) No fence, barrier, dwelling, storage shed, garage, carport nor any other structure shall be erected upon or within the Common Property.
- (e) Clauses 2.2(c) and 2.2(d) of these By-Laws shall not be altered or deleted without the prior written consent of the Lot Encumbrancee.
- (f) Lot Owners, Occupiers and Invitees must notify the Corporation of any damage to or defect in the Common Property immediately on becoming aware of it.
- (g) The Corporation may
 - A. Erect and maintain any sign on the Common Property which displays parking restrictions, speed limits or access requirements in relation to the Common Property; and
 - B. (Subject to Clause 9) charge Lot Owners on a regular basis for costs and expenses incurred in the administration, management, control, maintenance, and repair of the Common Property.

2.3 Use and enjoyment of Community Lots

- (a) The Lots are subject to the Encumbrance, in favour of the Lot Encumbrancee.
- (b) A Lot Owner, Occupier or Invitee must:
 - A. Not use any Lot for any non-residential purpose unless the use has been approved by the Corporation;
 - B. Use and enjoy the Lot in a manner consistent with the Scheme Description (if applicable);
 - C. Use the Lot in accordance with the Development Act 1993;
 - D. Pay all rates, taxes, insurances and other outgoings in relation to the Lot as they fall due;
 - E. Not create any undue noise, disturbance or undertake any activity or behaviour which is likely to interfere with the quiet enjoyment of other Lot Owners or Occupiers and in particular ensure that noise emissions from the relevant Lot are kept to a level where they will not disturb neighbouring Lot owners or Occupiers, in particular (but without limitation) between the hours of 11 midnight and 7 am;
 - F. Be adequately clothed when visible from another Lot or from the Common Property and must not undertake any lewd or objectionable

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**PRIMARY BY-LAWS
DEVELOPMENT No. 145/C070/15**

behaviour likely to cause offence to other Lot Owners, Occupiers or Invitees; or

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

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

- i. Change the use or character of a Lot; or
- ii. Cause, permit or allow any loud noise or music from a Lot or from the Common Property so as to disturb or be a nuisance to Occupiers of other Lots; or
- iii. Hang any washing, towels, bedding, clothing, or other articles on any part of the Lot in such a way as to be visible from outside the building; or
- iv. Erect or affix radio or television aerials or antennae to the outside of its Lot or the building;

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

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

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

- i. Keeping gutters and downpipes clear and free of leaves or other debris;
- ii. Repainting as necessary;
- iii. Replacing or repairing damaged or decaying materials; and
- iv. Replacing or repairing broken or cracked windows and doors;
- v. Properly servicing, maintaining and repairing air-conditioning systems which exclusively service the Lot (even if the whole or a part of the air-conditioning equipment is located on or in Common Property);
- vi. Ensuring that landscaping is kept neat and tidy and free of rubbish;

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

M. Where fencing between two or more Community Lots is in need of replacement, ensure that it will be replaced by fencing of the same type, design, height and colour, and paid for in accordance with the relevant provisions of the *Fences Act 1975 (SA)*;

N. Store garbage within the relevant Lot in an appropriate container which

**TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE**

**PRIMARY BY-LAWS
DEVELOPMENT No. 145/C070/15**

prevents the escape of unpleasant odours;

- O. Leave garbage bins (for emptying at the appropriate times), in the location allocated for the relevant Lot;
- P. Comply with all statutory requirements in relation to the disposal of garbage; and
- Q. Ensure that their invitees are aware of these By-Laws and ensure that their Invitees do not engage in (or desist from) any conduct which is in breach of these By-Laws.

(c) Lot Owners may alter the landscaping on their respective Lot subject to the following rules:

- A. No trees will be planted which would exceed a height of five metres;
- B. No tree shall be planted closer to a building on a Lot than its potential maximum height;
- C. All trees, shrubs and bushes and other plants will be kept neatly trimmed so as not to appear unruly; and
- D. Dead plants or shrubs will be removed and replaced with a plant or shrub of a similar type.

3. CORPORATION'S OBLIGATION TO MAINTAIN COMMON PROPERTY

3.1 The Corporation must:

- (a) Keep the Common Property generally in a state of good and serviceable repair including without limitation roadway services, paving, footpaths and lighting;
- (b) Properly maintain all chattels, services, fixtures and fittings held by the Corporation or used or intended, adapted or designed for use in connection with the Common Property or its enjoyment by the Lot Owners or Occupiers or by their Invitees; and
- (c) Properly maintain (if applicable) any gardens and landscaping on the Common Property, and must replant or replace plants where necessary.

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

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

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

4. STRUCTURAL ADDITIONS, CHANGES AND COLOURS ON A LOT

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

- (a) Make any structural changes or additions on or to a Lot; or

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- (b) Substantially change the colours of external finishes or the external appearance of a Lot.
- 4.2 Additions and alterations must be harmonious and sympathetic to the standard and design of the community development as a whole.
- 4.3 Dwellings on Lots must be erected in accordance with the relevant Development Approval and any conditions to that approval.
- 4.4 A Lot Owner must maintain its Lot:
 - (a) In accordance with the Development Plan of the local Council;
 - (b) In accordance with the Development Approval of the local Council annexed to the Scheme Description (if applicable);
 - (c) In accordance with the Development Act 1993; and
 - (d) Not in breach of these By-Laws.
- 4.5 If a Lot Owner or any tradesperson, builder or contractor engaged by the Lot Owner, during the course of construction of any Development, causes any damage to the Common Property as a result of the Development works, then the Lot Owner must repair that damage forthwith and make good the Common Property, using materials of a like or similar quality that were installed prior to the damage occurring, and will affect those repairs to a building industry code standard of construction in accordance with the Development Plan of the local Council and the Development Approval of the local Council.

5. LIMITATION ON KEEPING PETS

- 5.1 Subject to the other parts of this Clause 5 or to any approval in writing by the Corporation in respect of any particular animal or any particular circumstances, a Lot Owner or Occupier will not be entitled to keep any bird, animal or other pet on a Lot or on the Common Property.
- 5.2 Dogs and cats (not exceeding 10 kilos in weight and not exceeding 1 in total per Lot) may be kept by Lot Owners or Occupiers PROVIDED THAT the prior written consent of the Corporation is first obtained by the Lot Owner or Occupier for that animal.
- 5.3 Animals or birds (if approved) must be properly maintained under the physical care and control of the relevant Lot Owner or Occupier and must not injure or disturb the quiet enjoyment of other Lot Owners or Occupiers.
- 5.4 The Corporation may by written notice require a Lot Owner or Occupier to permanently remove any pet (which is the subject of repeated complaints) from a Lot.
- 5.5 Lot Owners or Occupiers must immediately remove from the Common Property or another Lot any excrement or other deposit of waste caused by their pet, and must repair any damage to, or loss or property caused by their animal on or to the Common Property or another Lot.
- 5.6 The keeping of pets must otherwise comply with any conditions set from time to time by the Corporation.

6. PROHIBITION OF DISTURBANCE

A Lot Owner, Occupier or Invitee must:

- 6.1 Not engage in conduct which unreasonably disturbs the occupier of another Lot or

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others who are lawfully on a Lot or the Common Property; and

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

7. INSURANCE

7.1 The Corporation will effect and maintain insurances as required by the Lot.

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

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

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

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

- (a) Void any insurance; or
- (b) Increase the premium payable for any insurance;

Maintained by the Corporation.

8. GENERAL PROVISIONS

8.1 Management and Advisers

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

8.2 Easements

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

8.3 Tenants to have notice of these By-Laws

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

8.4 Corporation may inspect Lots

- (a) The Corporation (and its servants, agents and contractors) will on giving one (1) days' notice be permitted to enter and inspect any Lot and to test electrical, gas or water installations or equipment, repair leakages or other defects in such installations or equipment (at the Owner's expense if leakages or defects were due to the act or default of the Owner).
- (b) The Corporation and its servants, agents and contractors will in exercising these powers cause as little disturbance or interference to the Owner or occupier as reasonably possible in the circumstances.

8.5 Changes in Ownership

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

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8.6 Offences

- (a) A person who contravenes or fails to comply with a provision of these By-Laws is guilty of an offence. Maximum penalty: \$500 or such greater amount as is prescribed by the Act or its Regulations.
- (b) The Corporation will be entitled to impose fines for offences as it sees fit, and as provided for in the Act or its Regulations.

9. RULES

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

10. RECOVERY OF AMOUNTS DUE

- 10.1 Amounts owing to the Corporation will be paid by the relevant owner or occupier promptly on demand by the Corporation and will be recoverable as a debt.
- 10.2 The Corporation may recover from owners or occupiers (on a full indemnity basis) any legal or other costs, charges or expenses incurred in recovering debts due by an owner or occupier.
- 10.3 The Corporation may charge interest, at the rate being 2% above the rate charged from time to time by the Corporation's bankers on business overdraft accounts of less than \$50,000, on any amounts due by a Lot Owner or Occupier but unpaid for 7 days after becoming due. Such interest is to be computed from the due date until payment is made in full.
- 10.4 In the event of default by the Lot Owner in payment on the due date of any money under these By-Laws, the Lot Owner will on the written request of the Corporation grant to the Corporation a registered mortgage under the provisions of the Real Property Act 1886, containing the terms and conditions requested by the Corporation, which mortgage will charge the Lot Owner's interest in the relevant Lot with payment of the money owed by that Lot Owner.
- 10.5 The Lot Owner will, in the event of a mortgage being requested by the Corporation, pay to the Corporation the reasonable expenses of and incidental to the preparation, execution, stamping and registration of that mortgage.
- 10.6 The Lot Owner acknowledges that the Corporation will be entitled, by virtue of this By-Law 10, to lodge a caveat against the certificate(s) of title for the relevant Lot, giving notice of the provisions of this By-Law 10.
- 10.7 Subject to the provisions of this By-Law 10, the provisions of the Law of Property Act 1936 will apply to this Agreement as if it were mortgage by deed.

11. INDEMNITY AND RELEASE

- 11.1 A person bound by these By-Laws will:

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

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Corporation;

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

12. WAIVER

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

13. NOTICE

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

14. SEVERANCE

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