

## 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 JOHN LAWRENCE  
 Address: 3/12 SEARLE STREET MACCLESFIELD SA 5153
4. **Vendor's registered agent:** MAGAIN REAL ESTATE HAPPY VALLEY PTY LTD T/A MAGAIN REAL ESTATE ☒  
 Address: 52 HILLIER ROAD MORPHETT VALE SA 5162
5. **Date of Contract** (if made before this statement is served): \_\_\_\_\_
6. **Description of Land** [Identify the land including any certificate of title reference]  
11/100-102 PIMPALA ROAD MORPHETT VALE SA 5162 BEING LOT 11 IN PRIMARY COMMUNITY PLAN 21159 BEING THE WHOLE OF THE LAND IN CERTIFICATE OF TITLE VOLUME 5866 FOLIO 40

## **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 – Forms 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:

**3/12 SEARLE STREET MACCLESFIELD SA 5153**

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

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

**craig@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:

**52 HILLIER ROAD MORPHETT VALE SA 5162**

(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, **DANIEL JOHN LAWRENCE**

of **3/12 SEARLE STREET MACCLESFIELD SA 5153**

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: \_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

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

(section 9)

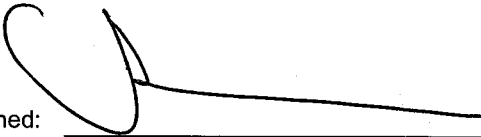
To the purchaser:

I, **CHRISTOPHER GILL FOR AND ON BEHALF OF THE FORM 1 COMPANY PTY LTD**

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: 23/9/2025 Signed: 

Vendor's/Purchaser's agent

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

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

Section 7(3) of the Act provides that this statement need not include reference to charges arising from the imposition of rates or taxes less than 12 months before the date of service of the statement. Where a mortgage, charge or prescribed encumbrance referred to in column 1 of the table below is applicable to the land, the particulars in relation to that mortgage, charge or prescribed encumbrance required by column 2 of the table must be set out in the table (in accordance with the instructions in the table) unless –

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

**TABLE OF PARTICULARS**

Column 1	Column 2	Column 3
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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
<b>1. General</b>		
<b>1.1</b> Mortgage of land  <i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<b>Is this item applicable?</b>  <b>Will this be discharged or satisfied prior to or at settlement?</b> <b>Are there attachments?</b> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> <b>CERTIFICATE OF TITLE</b>  Number of mortgage (if registered): <b>14291352</b>  Name of mortgagee: <b>COMMONWEALTH BANK OF AUSTRALIA</b>	<input checked="" type="checkbox"/>  <b>YES</b> <b>YES</b>
<b>1.2</b> Easement (whether over the land or annexed to the land)  <b>Note – "Easement" includes rights of way and party wall rights.</b>  <i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<b>Is this item applicable?</b>  <b>Will this be discharged or satisfied prior to or at settlement?</b> <b>Are there attachments?</b> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> <b>PROPERTY INTEREST REPORT</b>  Description of land subject to easement: <b>PORTION OF THE LAND IN THE SAID CERTIFICATE OF TITLE</b>  Nature of easement: <b>REFER PAGE 12 IN THE PROPERTY INTEREST REPORT FOR DETAILS OF STATUTORY EASEMENTS</b>  Are you aware of any encroachment on the easement? <b>NO</b> (If <b>YES</b> , give details):   If there is an encroachment, has approval for the encroachment been given? (If <b>YES</b> , give details):	<input checked="" type="checkbox"/>  <b>NO</b> <b>YES</b>
<b>1.3</b> Restrictive covenant  <i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<b>Is this item applicable?</b>  <b>Will this be discharged or satisfied prior to or at settlement?</b> <b>Are there attachments?</b> <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>  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 <b>NO</b> , give details):  Does the restrictive covenant affect land other than that being acquired?	<input type="checkbox"/>  <b>YES / NO</b> <b>YES / NO</b>
<b>1.4</b> Lease, agreement for lease, tenancy agreement or licence	<b>Is this item applicable?</b>  <b>Will this be discharged or satisfied prior to or at settlement?</b> <b>Are there attachments?</b>	<input type="checkbox"/>  <b>YES / NO</b> <b>YES / NO</b>

Column 1	Column 2	Column 3
(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.)	If <b>YES</b> , identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
	Names of parties:	
	Period of lease, agreement for lease etc:	
	From	
	To	
	Amount of rent or licence fee:	
	\$ per (period)	
	Is the lease, agreement for lease etc in writing?	
	If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify:	
	(a) the Act under which the lease or licence was granted:	
	(b) the outstanding amounts due (including any interest or penalty):	

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

5.1	section 42 – Condition (that continues to apply) of a development authorisation	Is this item applicable?	<input checked="" type="checkbox"/>
		Will this be discharged or satisfied prior to or at settlement?	NO
		Are there attachments?	YES
		If <b>YES</b> , identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		<b>CITY OF ONKAPARINGA SEARCH</b>	
		Condition(s) of authorisation:	
		<b>REFER APPLICATION NUMBER 145/1760/2001</b>	
5.1	section 42 – Condition (that continues to apply) of a development authorisation	Is this item applicable?	<input checked="" type="checkbox"/>
		Will this be discharged or satisfied prior to or at settlement?	NO
		Are there attachments?	YES
		If <b>YES</b> , identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		<b>CITY OF ONKAPARINGA SEARCH</b>	
		Condition(s) of authorisation:	
		<b>REFER APPLICATION NUMBER 145/4410/2004</b>	

**6. Repealed Act conditions**

6.1	Condition (that continues to apply) of an approval or authorisation granted under the Building Act 1971 (repealed), the City of Adelaide Development Control Act 1976 (repealed), the Planning Act 1982 (repealed) or the Planning and Development Act 1967 (repealed)	Is this item applicable?	<input type="checkbox"/>
		Will this be discharged or satisfied prior to or at settlement?	YES / NO
		Are there attachments?	YES / NO
		If <b>YES</b> , identify the attachment(s) (and, if applicable, the part(s) containing the particulars):	
		Nature of condition(s):	

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

Column 1	Column 2	Column 3
<b>29. Planning, Development and Infrastructure Act 2016</b>		
29.1	Part 5 – Planning and Design Code	<input checked="" type="checkbox"/>
	<i>Is this item applicable?</i>	<b>NO</b>
	<i>Will this be discharged or satisfied prior to or at settlement?</i>	<b>YES</b>
	<i>Are there attachments?</i>	
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	<b>CITY OF ONKAPARINGA SEARCH AND PROPERTY INTEREST REPORT</b>	
	Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):	
	<b>100-102 PIMPALA RD MORPHETT VALE SA 5162 LT 11 C21159</b>	
	<b>ZONES</b>	
	<b>GENERAL NEIGHBOURHOOD - GN</b>	
	<b>OVERLAYS</b>	
	<b>AFFORDABLE HOUSING</b>	
	<b>THE AFFORDABLE HOUSING OVERLAY SEEKS TO ENSURE THE INTEGRATION OF A RANGE OF AFFORDABLE DWELLING TYPES INTO RESIDENTIAL AND MIXED USE DEVELOPMENT.</b>	
	<b>FUTURE LOCAL ROAD WIDENING</b>	
	<b>THE FUTURE LOCAL ROAD WIDENING OVERLAY SEEKS TO ENSURE DEVELOPMENT WILL NOT COMPROMISE EFFICIENT DELIVERY OF FUTURE ROAD WIDENING REQUIREMENTS.</b>	
	<b>HAZARDS (BUSHFIRE - URBAN INTERFACE)</b>	
	<b>THE HAZARDS (BUSHFIRE - URBAN INTERFACE) OVERLAY SEEKS TO ENSURE URBAN NEIGHBOURHOODS ADJOINING BUSHFIRE RISK AREAS ALLOW ACCESS THROUGH TO BUSHFIRE RISK AREAS, ARE DESIGNED TO PROTECT LIFE AND PROPERTY FROM THE THREAT OF BUSHFIRE AND FACILITATE EVACUATION TO AREAS SAFE FROM BUSHFIRE DANGER.</b>	
	<b>HAZARDS (FLOODING - EVIDENCE REQUIRED)</b>	
	<b>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.</b>	
	<b>NATIVE VEGETATION</b>	
	<b>THE NATIVE VEGETATION OVERLAY SEEKS TO PROTECT, RETAIN AND RESTORE AREAS OF NATIVE VEGETATION.</b>	
	<b>PRESCRIBED WELLS AREA</b>	
	<b>THE PRESCRIBED WELLS AREA OVERLAY SEEKS TO ENSURE SUSTAINABLE WATER USE IN PRESCRIBED WELLS AREAS.</b>	
	<b>REGULATED AND SIGNIFICANT TREE</b>	
	<b>THE REGULATED AND SIGNIFICANT TREE OVERLAY SEEKS TO MITIGATE THE LOSS OF REGULATED TREES THROUGH APPROPRIATE DEVELOPMENT AND REDEVELOPMENT.</b>	
	<b>STORMWATER MANAGEMENT</b>	
	<b>THE STORMWATER MANAGEMENT OVERLAY SEEKS TO ENSURE NEW DEVELOPMENT INCORPORATES WATER SENSITIVE URBAN DESIGN TECHNIQUES TO CAPTURE AND RE-USE STORMWATER.</b>	

Column 1	Column 2	Column 3
	<p><b>URBAN TREE CANOPY</b></p> <p><b>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.</b></p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area?</p> <p><b>NO</b></p> <p>Is the land designated as a local heritage place?</p> <p><b>NO</b></p> <p>Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?</p> <p><b>NO</b></p> <p>Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?</p> <p><b>YES</b></p> <p>Note –</p> <p>For further information about the Planning and Design Code visit <a href="https://code.plan.sa.gov.au">https://code.plan.sa.gov.au</a>.</p>	
<p><b>29.2</b> section 127 – Condition (that continues to apply) of a development authorisation</p> <p><i>[Note – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><b><i>Is this item applicable?</i></b></p> <p><b><i>Will this be discharged or satisfied prior to or at settlement?</i></b></p> <p><b><i>Are there attachments?</i></b></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p>	<p><input type="checkbox"/></p> <p><b>YES / NO</b></p> <p><b>YES / NO</b></p>

**SCHEDULE – DIVISION 2 – OTHER PARTICULARS**  
**(section 7(1)(b))****Particulars relating to community lot (including strata lot) or development lot**

1 Name of community corporation:

**COMMUNITY CORPORATION 21159 INC**

Address of community corporation:

**100 PIMPALA ROAD MORPHETT VALE SA 5162**

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):

**REFER COMMUNITY CORPORATION SEARCH ANNEXED HERETO**

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

**REFER COMMUNITY CORPORATION SEARCH ANNEXED HERETO**

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

**REFER COMMUNITY CORPORATION SEARCH ANNEXED HERETO**

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

**NOT APPLICABLE**

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

**LOT 11 : 1000 OF 49000***[If any of the above particulars have not been supplied by the community corporation by the date of this statement and are not known to the vendor, state "not known" for those particulars.]*

4 Documents supplied by the community corporation that are enclosed:

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

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

**YES**

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

**NO***[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:

**AN APPLICATION WAS SENT TO HORNER MANAGEMENT ON 8 SEPTEMBER 2025**

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:

**HORNER MANAGEMENT**

Address:

**232 SOUTH ROAD MILE END SA 5031**

**Note –**

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

**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 1 corporation, then you should not expect that all lot owners in the group will have equal voting rights. The corporations may be structured so that, even though there are more apartments than shops in the group, the shop owners can outvote the apartment owners on some matters. Make enquiries so that you understand how many corporations there are and what voting rights you will have.

**Further information**

The Real Estate Institute of South Australia provides an information service for enquiries about real estate transactions, see [www.reisa.com.au](http://www.reisa.com.au).

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

Information and a booklet about strata and community titles is available from the Legal Services Commission at [www.lsc.sa.gov.au](http://www.lsc.sa.gov.au).

You can also seek advice from a legal practitioner.

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## ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

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The Purchaser hereby acknowledges receipt of the following:

**FORM 1 – STATEMENT UNDER SECTION 7 (*Land and Business (Sale and Conveyancing) Act 1994*)**

the above being identified by page numbered 1 to 11 inclusive, together with the following annexures and supporting documents (if any):

**CERTIFICATE OF TITLE VOLUME 5866 FOLIO 40  
PROPERTY INTEREST REPORT  
SA WATER, EMERGENCY SERVICES LEVY AND LAND TAX CERTIFICATES  
CITY OF ONKAPARINGA SEARCH  
COMMUNITY PLAN 21159  
COMMUNITY CORPORATION SEARCH  
SCHEME DESCRIPTION 9262307  
DEVELOPMENT CONTRACT 9262308  
BY-LAWS 10950852**

**SIGNED BY THE PURCHASER:**

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

*The Purchaser acknowledges and consents to the Vendor and Agent or their authorised representatives signing the Form 1 by electronic and/or digital signatures under the Electronic Transactions Act (Cth) and (SA).*

# Form R3

## Buyers information notice

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

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

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

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

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

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

### Safety

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- 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?

January 2014

## Enjoyment

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- 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

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

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

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 5866 Folio 40

**Parent Title(s)** CT 5859/689  
**Creating Dealing(s)** ACT 9262305  
**Title Issued** 05/02/2002      **Edition** 6      **Edition Issued** 12/06/2024

## Estate Type

FEE SIMPLE

## Registered Proprietor

DANIEL JOHN LAWRENCE  
OF PO BOX 131 NORTON SUMMIT SA 5136

## Description of Land

LOT 11 PRIMARY COMMUNITY PLAN 21159  
IN THE AREA NAMED MORPHETT VALE  
HUNDRED OF NOARLUNGA

## Easements

NIL

## Schedule of Dealings

Dealing Number	Description
14291352	MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

## Notations

**Dealings Affecting Title** NIL

**Priority Notices** NIL

### Notations on Plan

Lodgement Date	Dealing Number	Description	Status
22/01/2002	9262307	SCHEME DESCRIPTION	FILED
22/01/2002	9262308	DEVELOPMENT CONTRACT	FILED
05/05/2008	10950852	BY-LAWS	FILED

**Registrar-General's Notes** NIL

**Administrative Interests** NIL

# Property Interest Report

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

Title Reference	CT 5866/40	Reference No. 2709552
Registered Proprietors	D J*LAWRENCE	Prepared 08/09/2025 14:13
Address of Property	Unit 11, 100-102 PIMPALA ROAD, MORPHETT VALE, SA 5162	
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](http://www.cbs.sa.gov.au)

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

### 1. General

- |     |   |  |
|-----|---|--|
| 1.1 | Mortgage of land  | 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<br>(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<br>(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.) | Refer to the Certificate of Title<br><br>also<br><br>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**

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

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

## 6. Repealed Act conditions

- |     |   |  |
|-----|---|--|
| 6.1 | Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed) | 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  |
- [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 | <p>An Emergency Services Levy Certificate will be forwarded.<br/>If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</p> <p>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates<br/><a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p> |
|-----|---------------------------------|--|

## 8. Environment Protection Act 1993

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

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

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

## **17. *Land Acquisition Act 1969***

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

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

Act

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

## **19. Land Tax Act 1936**

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

**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](http://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
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**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
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## 28. ***Phylloxera and Grape Industry Act 1995***

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

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

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

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

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

30.1	section 8 or 9 - Notice or order concerning pests	Plant Health in PIRSA has no record of any notice or order affecting this title
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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) (revoked) Part 2 - Condition (that continues to apply) of an approval</i>	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 (revoked) regulation 19 - Maintenance order (that has not been complied with)</i>	Public Health in DHW has no record of any order affecting this title
		also
		Contact the Local Government Authority for other details that might apply

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

- |      |   |   |
|------|---|---|
| 32.1 | section 66 - Direction or requirement to avert spread of disease  | Public Health in DHW has no record of any direction or requirement affecting this title   |
| 32.2 | section 92 - Notice   | Public Health in DHW has no record of any notice affecting this title<br><br>also<br><br>Contact the Local Government Authority for other details that might apply    |
| 32.3 | <i>South Australian Public Health (Wastewater) Regulations 2013</i> Part 4 - Condition (that continues to apply) of an approval | Public Health in DHW has no record of any condition affecting this title<br><br>also<br><br>Contact the Local Government Authority for other details that might apply |

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

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

### 34. ***Water Industry Act 2012***

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

### 35. ***Water Resources Act 1997 (repealed)***

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

### 36. ***Other charges***

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

## Other Particulars

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

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

## Additional Information

The following additional information is provided for your information only.

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

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

## Notices

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

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

#### Building restrictions

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

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

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

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

#### Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

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

Water Resources Management - Taking of underground water

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

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

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

## Certificate of Title

**Title Reference** CT 5866/40  
**Status** CURRENT  
**Easement** NO  
**Owner Number** 12577771  
**Address for Notices** PO BOX 131 NORTON SUMMIT 5136  
**Area** 259m<sup>2</sup> (CALCULATED)

## Estate Type

Fee Simple

## Registered Proprietor

DANIEL JOHN LAWRENCE  
OF PO BOX 131 NORTON SUMMIT SA 5136

## Description of Land

LOT 11 PRIMARY COMMUNITY PLAN 21159  
IN THE AREA NAMED MORPHETT VALE  
HUNDRED OF NOARLUNGA

## Last Sale Details

**Dealing Reference** TRANSFER (T) 9319799  
**Dealing Date** 15/04/2002  
**Sale Price** \$102,450  
**Sale Type** TRANSFER FOR FULL MONETARY CONSIDERATION

## Constraints

### Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	14291352	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

### Stoppers

NIL

## Valuation Numbers

Valuation Number	Status	Property Location Address
8684040789	CURRENT	Unit 11, 100-102 PIMPALA ROAD, MORPHETT VALE, SA 5162

## Notations

### Dealings Affecting Title

NIL

**Notations on Plan**

Lodgement Date	Dealing Number	Descriptions	Status
22/01/2002 12:05	9262307	SCHEME DESCRIPTION	FILED
22/01/2002 12:05	9262308	DEVELOPMENT CONTRACT	FILED
05/05/2008 14:36	10950852	BY-LAWS	FILED

**Registrar-General's Notes**

NIL

**Administrative Interests**

NIL

**Valuation Record**

<b>Valuation Number</b>	8684040789
<b>Type</b>	Site & Capital Value
<b>Date of Valuation</b>	01/01/2025
<b>Status</b>	CURRENT
<b>Operative From</b>	01/07/2002
<b>Property Location</b>	Unit 11, 100-102 PIMPALA ROAD, MORPHETT VALE, SA 5162
<b>Local Government</b>	ONKAPARINGA
<b>Owner Names</b>	DANIEL JOHN LAWRENCE
<b>Owner Number</b>	12577771
<b>Address for Notices</b>	PO BOX 131 NORTON SUMMIT 5136
<b>Zone / Subzone</b>	GN - General Neighbourhood
<b>Water Available</b>	Yes
<b>Sewer Available</b>	Yes
<b>Land Use</b>	1310 - Ground Floor Home Unit Only
<b>Description</b>	5HUNITCP V
<b>Local Government Description</b>	Residential

**Parcels**

Plan/Parcel	Title Reference(s)
C21159 LOT 11	CT 5866/40

**Values**

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$270,000	\$490,000			
Previous	\$225,000	\$425,000			

## Building Details

Valuation Number	8684040789
Building Style	Conventional
Year Built	2002
Building Condition	Very Good
Wall Construction	Brick
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	103 sqm
Number of Main Rooms	5

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

## Certificate of Title

Title Reference: CT 5866/40

Status: CURRENT

Edition: 6

## Dealings

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

## Priority Notices

NIL

## Notations on Plan

Lodgement Date	Completion Date	Dealing Number	Description	Status	Plan
22/01/2002	05/02/2002	9262307	SCHEME DESCRIPTION	FILED	C21159
22/01/2002	05/02/2002	9262308	DEVELOPMENT CONTRACT	FILED	C21159
05/05/2008	09/05/2008	10950852	BY-LAWS	FILED	C21159

## Registrar-General's Notes

No Registrar-General's Notes exist for this title

Account Number <b>86 84040 78 9</b>	L.T.O Reference CT586640	Date of issue 9/9/2025	Agent No. 125	Receipt No. 2709552
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H B CHAPMAN  
PO BOX 47  
MOUNT BARKER SA 5251  
conveyancing@hbchapman.com.au

Section 7/Elec

## Certificate of Water and Sewer Charges & Encumbrance Information

### Property details:

**Customer:** DJ LAWRENCE  
**Location:** U11 100 PIMPALA RD MORPHETT VALE LT11 C21159  
**Description:** 5HUNITCP V **Capital Value:** \$ 490 000  
**Rating:** Residential

### Periodic charges

Raised in current years to 30/9/2025

			\$
	Arrears as at: 30/6/2025	:	165.55
Water main available: 1/7/2002	Water rates	:	82.30
Sewer main available: 1/7/2002	Sewer rates	:	94.00
	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	:	165.55CR
	<b>Balance outstanding</b>	:	<b>176.30</b>

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

**Next quarterly charges:** Water supply: 82.30 Sewer: 94.00 Bill: 3/12/2025

This account has no meter of its own but is supplied from account no 86 84040 56 \*.

The Water Use apportionment option is Nil.

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

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

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



**Government of  
South Australia**

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

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



## South Australian Water Corporation

**Name:**

DJ LAWRENCE

**Water & Sewer Account**Acct. No.: **86 84040 78 9****Amount:** \_\_\_\_\_**Address:**U11 100 PIMPALA RD MORPHETT VALE  
LT11 C21159

### Payment Options

**EFT****EFT Payment**

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	8684040789

**Bill code: 8888**  
**Ref: 8684040789**

Telephone and Internet Banking — BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at [bpay.com.au](http://bpay.com.au)

**Paying online**

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

**Paying by phone**

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

SA Water account number: 8684040789

**Government of  
South Australia****South Australian Water Corporation**  
250 Victoria Square/Tarntanyangga  
Adelaide SA 5000  
GPO Box 1751 Adelaide SA 5001**1300 SA WATER**  
(1300 729 283)  
ABN 69 336 525 019  
**[sawater.com.au](http://sawater.com.au)**

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865  
Emergency Services Funding Act 1998**CERTIFICATE OF  
EMERGENCY SERVICES LEVY PAYABLE**

The Emergency Services Levy working for all South Australians

The details shown are current as at the date of issue.

PIR Reference No: 2709552

CHAPMAN CONVEYANCING  
POST OFFICE BOX 47  
MOUNT BARKER SA 5251**DATE OF ISSUE**

09/09/2025

**ENQUIRIES:**

Tel: (08) 8372 7534

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

12577771

**OWNERSHIP NAME**

D J LAWRENCE

**PROPERTY DESCRIPTION**

11 / 100-102 PIMPALA RD / MORPHETT VALE SA 5162

**ASSESSMENT NUMBER**

8684040789

**TITLE REF.**

(A "+" indicates multiple titles)

CT 5866/40

**CAPITAL VALUE**

\$490,000.00

**AREA / FACTOR**R4  
1.000**LAND USE / FACTOR**RE  
0.400**LEVY DETAILS:****FINANCIAL YEAR**

2025-2026

**FIXED CHARGE**

\$ 50.00

**+ VARIABLE CHARGE**

\$ 165.80

**- REMISSION**

\$ 99.75

**- CONCESSION**

\$ 0.00

**+ ARREARS / - PAYMENTS**

\$ -116.05

**= AMOUNT PAYABLE**

\$ 0.00

**Please Note:**

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

**EXPIRY DATE**

08/12/2025

**Government of  
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

Emergency Services Funding Act 1998

**CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE**

The Emergency Services Levy working for all South Australians

**PAYMENT REMITTANCE ADVICE****No payment is required on this Certificate**

**OFFICIAL: Sensitive**

**Please Note:**

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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




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

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

For more information:

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

**PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW**

 <b>Biller Code: 456285</b> <b>Ref: 7007712115</b>  Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> <small>© Registered to BPAY Pty Ltd ABN 69 079 137 518</small>	 <b>To pay via the internet go to:</b> <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a>	  Send your cheque or money order, made payable to the <b>Community Emergency Services Fund</b> , along with this <b>Payment Remittance Advice</b> to: <b>Please refer below.</b> <b>Revenue SA</b> <b>Locked Bag 555</b> <b>ADELAIDE SA 5001</b>
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**ACTION REQUIRED:** In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

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

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

PIR Reference No: 2709552

CHAPMAN CONVEYANCING  
POST OFFICE BOX 47  
MOUNT BARKER SA 5251

**DATE OF ISSUE**

09/09/2025

**ENQUIRIES:**

Tel: (08) 8372 7534

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

D J LAWRENCE

**FINANCIAL YEAR**

2025-2026

**PROPERTY DESCRIPTION**

11 / 100-102 PIMPALA RD / MORPHETT VALE SA 5162

**ASSESSMENT NUMBER**

8684040789

**TITLE REF.**

(A "+" indicates multiple titles)

CT 5866/40

**TAXABLE SITE VALUE**

\$270,000.00

**AREA**

0.0259 HA

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

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

**Please Note:**

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

**ON OR BEFORE** 08/12/2025

See overleaf for further information

**Government of  
South Australia**

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

**CERTIFICATE OF LAND TAX PAYABLE****PAYMENT REMITTANCE ADVICE****No payment is required on this Certificate**

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

**PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW**

 <p><b>Billers Code: 456293</b> <b>Ref: 7007712024</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p><b>To pay via the internet go to:</b> <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p>	 <p>Send your cheque or money order, made payable to the <b>Commissioner of State Taxation</b>, along with this <b>Payment Remittance Advice</b> to: <b>Please refer below.</b> <b>Revenue SA</b> <b>Locked Bag 555</b> <b>ADELAIDE SA 5001</b></p>
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**ACTION REQUIRED:** In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

**IMPORTANT INFORMATION REGARDING SEARCHES**

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Chapman Conveyancing  
PO Box 47  
MOUNT BARKER SA 5251

**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 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](mailto:mail@onkaparinga.sa.gov.au). Electronic settlement of funds is still preferred.

Yours sincerely

**City Of Onkaparinga**

Telephone (08) 8384 0666

**Certificate No: S75046/2025**

**Property Information And Particulars**

In response to an enquiry pursuant to Section 7 of the

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

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**TO:** Chapman Conveyancing  
PO Box 47  
MOUNT BARKER SA 5251

**DETAILS OF PROPERTY REFERRED TO:**

ASSESSMENT NO	:	89567
VALUER GENERAL NO	:	8684040789
VALUATION	:	\$490,000.00
OWNER	:	Mr Daniel John Lawrence
PROPERTY ADDRESS	:	11/100-102 Pimpala Road MORPHETT VALE SA 5162
VOLUME/FOLIO	:	CT-5866/40
LOT/PLAN NUMBER	:	Community Plan Parcel 11 CP 21159
WARD	:	03 Knox Ward

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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

YES

Application Number	145/1760/2001
Description	49 Free Standing Dwellings & Carports
Decision	Approved
Decision Date	31 August 2001

#### Development Plan Consent Conditions

1. All development shall be completed in accordance with the plan(s) and documents submitted with and forming part of the development application except where varied by the following condition(s).
2. All stormwater discharged from the development shall be connected to the Council underground stormwater drainage system on (Pimpala Rd) via pipes. The design and construction of the stormwater system and connection to the Council drain shall be approved by Council.
3. All stormwater drainage shall discharge so that it does not flow or discharge onto land of adjoining owners or in the opinion of Council detrimentally affect structures on this site or any adjoining land.
4. Lighting shall be provided within the car parking area in accordance with AS 1158.1 Public Lighting Code.
5. That car parks and any traffic control devices be designed and constructed in accordance with AS2890 Part 1-2004 Off-street car parking, AS1742 Manual of Uniform Traffic Control Devices and the Notice to Council (Parts 1 and 2) under the Road Traffic Act, 1961 from the Minister for Transport and Urban Planning (December 1999).
6. 20 Visitor car parks must be provided outside the security area.
7. Collection of garbage within the development is subject to negotiation with Councils Waste Management section. The developer shall enter into a written agreement with Council with respect to undertaking garbage collection within the private road/right of way. The agreement shall indemnify Council for any loss, damage to property when using private roads within Development Application No 145/1760/01 for collection of rubbish, for a minimum of \$10,000,000 for anyone incident or for any other sum required by the Council and as confirmed in writing by the Council. The agreement shall also ensure that the turnaround facilities are to be to the satisfaction of Council and that there is no obstruction to allow free movement. All roads are to be maintained to a satisfactory condition. A new agreement to Councils approval shall be made each year.
8. Adequate litter bins, waste storage facilities and waste disposal systems shall be installed for use by tenants and users of the subject site.
9. The dwelling shall not be occupied until all necessary infrastructure has been provided to the site of the dwelling, including but not limited to a formed and sealed road and watertable, water supply and sewerage services, drainage/stormwater disposal and electricity services.
10. All stormwater from the site shall be controlled with flow leaving the site not to exceed that of a development having a total impervious area of 30%
11. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
  - prevent silt run-off from the land to adjoining properties, roads and drains;
  - control dust arising from the construction and other activities, so as not to, in the opinion of Council, be a nuisance to residents or occupiers on adjacent land;
  - ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site;
  - ensure that all litter and building waste is contained on the subject site in a suitable bin or enclosure;and

- ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of Council, to the occupiers of adjacent land.
- 12. All stormwater drainage shall discharge so that it does not flow or discharge onto land of adjoining owners or in the opinion of Council detrimentally affect structures on this site or any adjoining land.
- 13. A detailed landscaping plan specifying the species and location of plantings on the site shall be provided for the approval of Council prior to the dwellings being occupied and after all necessary infrastructure has been provided for.
- 14. All landscaping approved as part of the application shall be established within 6 months of the occupation of the premises.
- 15. All plants, shrubs, trees and lawn and/or ground cover shall be maintained in good condition at all times. Any diseased or dying plants, shrubs, trees or lawn and/or ground cover shall be replaced whenever necessary.

#### Building Rules Consent Conditions

1. Stormwater shall be diverted away from the building and shall not pond against or near the footings and shall not be discharged onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a Council approved storm water drainage system.
2. The finished floor levels of the dwellings shall be 200mm above the benched cut and fill line.
3. Anchorage connections for timber framing shall be in accordance with Section 9 of AS 1684 1999.
4. All external paving shall be a minimum of 75mm below the bottom course of the brickwork and shall be graded at a minimum of 50mm over the first 1000mm from the building.
5. All glazing shall comply with AS 1288 1994.
6. The Consulting Engineer, who undertook the footing report, needs to clarify why only four (4) borelogs were done at the top of the development to enable a site assessment without any being undertaken at the lower end of the above site.

Application Number	145/4410/2004
Description	Verandah
Decision	Approved
Decision Date	20 January 2005

#### Development Plan Consent Conditions

1. All development shall be completed in accordance with the plan(s) and documents submitted with and forming part of the development application except where varied by the following condition(s).
2. All stormwater drainage shall discharge so that it does not flow or discharge onto land of adjoining owners or in the opinion of Council detrimentally affect structures on this site or any adjoining land.
3. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
  - prevent silt run-off from the land to adjoining properties, roads and drains;
  - control dust arising from the construction and other activities, so as not to, in the opinion of Council, be a nuisance to residents or occupiers on adjacent land;
  - ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site;
  - ensure that all litter and building waste is contained on the subject site in a suitable bin or enclosure; and
  - ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of Council, to the occupiers of adjacent land.

#### Building Rules Consent Conditions

1. Stormwater shall be diverted away from the building and shall not pond against or near the footings and shall not be discharged onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a Council approved storm water drainage system.
2. The structure shall be constructed in accordance with the manufacturers certified design for the relevant wind speed, and shall be securely braced and tied down to the footings.

### 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.

##### **Future Local Road Widening**

The Future Local Road Widening Overlay seeks to ensure development will not compromise efficient delivery of future road widening requirements.

##### **Hazards (Bushfire - Urban Interface) (Urban Interface)**

The Hazards (Bushfire - Urban Interface) Overlay seeks to ensure urban neighbourhoods adjoining bushfire risk areas allow access through to bushfire risk areas, are designed to protect life and property from the threat of bushfire and facilitate evacuation to areas safe from bushfire danger.

##### **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.

##### **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

#### *Section 71 (only)*

Fire safety notice NO

#### *Section 84*

Enforcement notice NO

#### *Section 85(6), 85(10) or 106*

Enforcement Order NO

#### *Part 11 Division 2*

Proceedings NO

### **Fire and Emergency Services Act 2005**

#### *Section 105F (or section 56 or 83 (repealed))*

Notice NO

*Section 56 (repealed)*

Notice issued

NO

**Food Act 2001**

*Section 44*

Improvement notice issued against the land

NO

*Section 46*

Prohibition order

NO

**Housing Improvement Act 1940 (repealed)**

*Section 23*

Declaration that house is undesirable or unfit for human habitation

NO

**Land Acquisition Act 1969**

*Section 10*

Notice of intention to acquire

NO

**Local Government Act 1934 (repealed)**

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

NO

**Local Government Act 1999**

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

NO

Refer to separate attachment for Rates and Charges

**Local Nuisance and Litter Control Act 2016**

*Section 30*

Nuisance or litter abatement notice issued against the land

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**

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

NO

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

NO

*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 15 September 2025

Amy Watts

Team Leader – Development Support (Acting)

**AUTHORISED OFFICER**

City of Onkaparinga  
PO Box 1  
Noarlunga Centre, SA 5168



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

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#### **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](mailto:mail@onkaparinga.sa.gov.au).

Electronic settlement of funds is still preferred.

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**LOCAL GOVERNMENT RATES SEARCH**

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**TO:** Chapman Conveyancing  
PO Box 47  
MOUNT BARKER SA 5251

16 September 2025

**DETAILS OF PROPERTY REFERRED TO:**

Property ID : 61225  
Valuer General No : 8684040789  
Valuation : \$490,000.00  
Owner : Mr Daniel John Lawrence  
Property Address : 11/100-102 Pimpala Road MORPHETT VALE SA  
5162  
Volume/Folio : CT-5866/40  
Lot/Plan No : Community Plan Parcel 11 CP 21159  
Ward : 03 Knox Ward

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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.

Opening balance (as of 30 Jun 2025) including rates, fines and interest, and/or Block Clearing Charges \$0.00

Postponed Amount in Arrears \$0.00

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

**Total Rates Levied 2025-2026 \$1,627.03**

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 -\$406.03

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 \$1,221.00

Property Related Debts \$0.00

**BPAY Biller Code:** 421503

**TOTAL BALANCE**

**\$1,221.00**

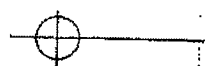
**Ref:** 1140110612255

**AUTHORISED OFFICER**  
Carol Pilkington

This statement is made the 16 September 2025

CP 21159  
UNIVERSITY MICROFILMS  
SERIALS ACQUISITION  
300 N ZEEB RD  
ANN ARBOR MI 48106-1500

21102



**PIMPALA**

CHERRYBROOK  
DRIVE

DP 58207

DP 58207

ENLARGEMENT E1

FP 151778

EP 151778

**PLEASE NEAVE & ASSOC. PA**

1-800-456-8877  
 27 19th St, GALEN SMITH BIE  
 1000 N. 10th St, 1000 N. 10th St, 1000 N. 10th St

[illegible]

1. WILLIAM EDWARD MCALE  
is licensed Surveyor under a  
company that has been con-  
siderable times Act 1966

ALL EXCHANGES ARE FOR NO PROFIT  
COMBINED SCALE RATION  
BEARING RATION 1-2 TO 70%  
DERIVED FROM AN ADOPTED  
CONTINGENCY OF 125%

Addition of Encasements D and E  
vide TG 9528397.  
Pro R.G. 24-7-2003  
Pro R.G. 23-5-2003

ADDITION OF COMMON PROPERTY. MAILED  
D AND IS SUBJECT TO AN EASEMENT  
FOR ELECTRICITY. BUREAU APPOSES  
TO D. BUREAU, BUREAU CORPORATION  
(CONTACT PLEASE 880000)  
TIC 9526337

NO INFRASTRUCTURE CONSTRAINED AT  
END OF FISCAL YEAR

THE COMMON PROPERTY IS DESIGNATED IN THE  
FOR LABEL INFORMATION PURPOSES ONLY AND DOES  
NOT PROVIDE A FINAL DETERMINATION FOR THE COMMON

## Summary

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# LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER  
**CP 21159**

THIS IS SHEET 2 OF 4 SHEETS

APPROVED DEPOSITED

41212002 *Moore*

PRQ/REGISTRAR-GENERAL

APPLICATION 9262305

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
1	1000	
2	1000	
3	1000	
4	1000	
5	1000	
6	1000	
7	1000	
8	1000	
9	1000	
10	1000	
11	1000	
12	1000	
13	1000	
14	1000	
15	1000	
16	1000	
17	1000	
Sub Total	17000	

## CERTIFICATE OF LAND VALUER

I, *Erica Jackson*, being a land valuer within the meaning of the Land Valuers Act 1984 certify that this schedule is correct for the purposes of the Community Titles Act 1996

Dated the 23<sup>rd</sup> day of November 2001

*[Signature]*  
Signature of Land Valuer

# LOT ENTITLEMENT SHEET

2

COMMUNITY PLAN NUMBER

CP 21159

THIS IS SHEET 3 OF 4 SHEETS

APPROVED DEPOSITED

4/12/2002

PRO REGISTRAR-GENERAL

APPLICATION 9262305

## SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENT	SUBDIVIDED
Carried Forward	17000	
18	1000	
19	1000	
20	1000	
21	1000	
22	1000	
23	1000	
24	1000	
25	1000	
26	1000	
27	1000	
28	1000	
29	1000	
30	1000	
31	1000	
32	1000	
33	1000	
Sub Total	33000	

## CERTIFICATE OF LAND VALUER

I, Carl Piccinato

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

Dated the 23rd day of November 2001

  
Signature of Land Valuer

# LOT ENTITLEMENT SHEET

3

COMMUNITY PLAN NUMBER  
**CP 21159**

THIS IS SHEET 4 OF 4 SHEETS

APPROVED

DEPOSITED  
4/21/2002  
PRO REGISTRAR-GENERAL

APPLICATION 9262305

## SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENT	SUBDIVIDED
Carried Forward	33000	
34	1000	
35	1000	
36	1000	
37	1000	
38	1000	
39	1000	
40	1000	
41	1000	
42	1000	
43	1000	
44	1000	
45	1000	
46	1000	
47	1000	
48	1000	
49	1000	
AGGREGATE	49000	

## CERTIFICATE OF LAND VALUER

I, Carl P. Sorenson, being a land valuer within the meaning of the Land Valuers Act 1984 certify that this schedule is correct for the purposes of the Community Titles Act 1996

Dated the 23rd day of November 2001

[Signature]  
Signature of Land Valuer

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

Date of Statement: **12 September 2025**

**Community Lot** in respect of which the Statement is issued: Lot 11 in **Community Plan No. 21159 at Castle Hill Estate, 100 Pimpala Road, MORPHETT VALE SA 5162**

Unit entitlement: 1000  
Total entitlement: 49000  
Water Payment Method: \*\*\* Water meters are read by Strata Water Solutions.  
Strata Water Solutions must be contacted prior to settlement for final reading (08) 8172 081

Unit owner: **Mr Daniel Lawrence**

Person requesting certificate:

**Name:** Chapman Conveyancing,  
**Address:** PO Box 47 MOUNT BARKER SA 5251

**The Community corporation certifies the following with respect to the Lot being the subject of this Statement:**

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

Total amount last determined with respect to the lot

Amount	Period
\$880.00	01 Jul 2025 to 30 Jun 2026

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

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

Amount	Period	Date due
[PAID]\$220.00	01 Jul 2025 to 30 Sep 2025	01 Jul 2025
\$220.00	01 Oct 2025 to 31 Dec 2025	01 Oct 2025
\$220.00	01 Jan 2026 to 31 Mar 2026	01 Jan 2026
\$220.00	01 Apr 2026 to 30 Jun 2026	01 Apr 2026

Amount owing \$0.00

Interest due on unpaid levies \$0.00

Amount in credit for prepaid levies \$0.00

## 2. Sinking fund – contributions payable by regular periodic instalments or lump sum (section 139 (1) of the Act)

Total amount last determined with respect to the lot

Amount	Period
\$180.00	01 Jul 2025 to 30 Jun 2026

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

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

Amount	Period	Date due
[PAID]\$45.00	01 Jul 2025 to 30 Sep 2025	01 Jul 2025
\$45.00	01 Oct 2025 to 31 Dec 2025	01 Oct 2025
\$45.00	01 Jan 2026 to 31 Mar 2026	01 Jan 2026
\$45.00	01 Apr 2026 to 30 Jun 2026	01 Apr 2026

Amount owing \$0.00

Interest due on unpaid levies \$0.00

Amount in credit for prepaid levies \$0.00

## 3. Special contributions

None

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

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

## 5. Particulars of any Expenditure

(a) Incurred by the Corporation  
**REFER TO MINUTES ATTACHED**

(b) Resolved to be incurred to which the unit holder must, or is likely to be required to, contribute  
**REFER TO MINUTES ATTACHED - Please contact our office prior to settlement to check for any outstanding balances.**

## 6. Insurance policies

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

CHU Strata Insurance  
Policy No. ST500220  
Type: Common Property  
Premium: \$7,570.18  
Next due: 22/03/2026

Cover	Sum insured	Excess
Common Property	\$1,040,000.00	\$300.00
Public Liability	\$20,000,000.00	\$0.00
Voluntary Cover	\$200,000.00	\$0.00
Fidelity Guarantee	\$100,000.00	\$0.00
Office Bearers Liability	\$1,000,000.00	\$0.00
Catastrophe	\$312,000.00	\$0.00

## 7. Documents Supplied

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

### NOTE:

The information provided is accurate as at the date of this Statement and is not intended to be relied upon by any party other than the person who requested this Statement under Section 139 of the Act. Information provided in this document is valid for 30 days only. After that time, updates will be required by written request.

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

The Community Titles Act requires that :-

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

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

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

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

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

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

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

This Statement was prepared on behalf of Community Plan 21159 Inc by

  
.....(signature)

Jack Wilkins  
Horner Management  
232 South Road  
MILE END SA 5031

**HORNER MANAGEMENT**  
**ABN 72 785 473 932**

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

Email: office@hornermanagement.com.au

[Vendor Ref: Mr Daniel Lawrence]

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

**UNIT OWNER UPDATE**

(to be filled in only for new owners)

**Community Plan 21159 Inc**  
**Castle Hill Estate, 11/100 Pimpala Road, MORPHETT VALE SA 5162**

**SETTLEMENT DATE:** \_\_\_\_/\_\_\_\_/\_\_\_\_

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

Place of Birth: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Place of Birth: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

(Company Titles Only)

Unit Owner/s residential address: \_\_\_\_\_

Unit Owner/s preferred postal address: \_\_\_\_\_

Contact Details: Phone: \_\_\_\_\_ Work: \_\_\_\_\_

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

**Will this unit be tenanted?** YES / NO *\*(please circle) \* If "Yes" – Please complete the details below.*

**Property Manager / Agent:** \_\_\_\_\_

*(If Applicable)*

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Number: \_\_\_\_\_ Fax: \_\_\_\_\_

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

**Tenant/s Names:** (Mr/ Mrs/ Miss/ Ms) \_\_\_\_\_

Tenants/s Numbers: Mobile: \_\_\_\_\_ Home: \_\_\_\_\_

**Conveyancer acting on behalf of vendor:** \_\_\_\_\_

**Conveyancer acting on behalf of purchaser:** \_\_\_\_\_

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

**Income & Expenditure Statement**  
**for the financial year-to-date**  
**01/04/2025 to 12/09/2025**

**Horner Management**  
232 South Road  
Mile End SA 5031

Ph: 8234 5777  
office@hornermanagement.com.au

Community Plan 21159 Inc

Castle Hill Estate, 100 Pimpala Road, MORPHETT  
VALE SA 5162

**Administrative Fund**

**Current period**

01/04/2025-12/09/2025

**Revenue**

Admin--Refund from Management	214.75
Interest on Arrears--Admin	59.21
Levies Due--Admin	21,070.00
<i>Total revenue</i>	<u>21,343.96</u>

**Less expenses**

Admin--Audit & Accountancy	330.00
Admin--Information & Communication	1,317.50
Admin--Management Fees--Standard	3,865.98
Admin--Meeting Fee	275.00
Admin--Overdue Account Fee	33.00
Admin--Travel Expenses	45.08
Insurance--Premiums	8,595.67
Insurance--Valuation	559.90
Maint Grounds--Gates	192.50
Maint Grounds--Grounds Maintenance	1,778.06
Sundry--Reimbursement To Owner	46.00
Utility--Electricity	1,152.18
Utility--Telephone Service Charges	288.73
Utility--Water Meter Readings	2,946.00
Utility--Water Usage Charges	903.49
<i>Total expenses</i>	<u>22,329.09</u>

**Surplus/Deficit**

(985.13)

Opening balance

13,015.77

**Closing balance**

\$12,030.64

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

01/04/2025-12/09/2025

**Revenue**

Interest on Arrears--Sinking	12.64
Interest on Investments--Sinking	442.44
Levies Due--Sinking	4,410.00

<i>Total revenue</i>	<u>4,865.08</u>
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**Less expenses**

Maint Bldg--General Repairs	1,650.00
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<i>Total expenses</i>	<u>1,650.00</u>
-----------------------	-----------------

**Surplus/Deficit**

	<u>3,215.08</u>
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Opening balance	72,045.70
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**Closing balance**

	<u><u>\$75,260.78</u></u>
--	---------------------------

## Income & Expenditure Statement for the financial year to 31/03/2024

**Horner Management**  
232 South Road  
Mile End SA 5031

Ph: 8234 5777  
office@hornermanagement.com.au

Community Plan 21159 Inc

Castle Hill Estate, 100 Pimpala Road, MORPHETT  
VALE SA 5162

### Administrative Fund

#### Current period

01/04/2023-31/03/2024

#### Revenue

Interest on Arrears--Admin	33.13
Levies Due--Admin	35,770.00
Recovery--Contractor	1,800.00
Recovery--Legal Fees	214.75
Recovery--Owner	205.03

<i>Total revenue</i>	38,022.91
----------------------	-----------

#### Less expenses

Admin--Audit & Accountancy	1,020.00
Admin--Income Tax--Admin	2.40
Admin--Information & Communication	1,939.54
Admin--Management Fees--Standard	7,304.46
Admin--Meeting Fee	195.00
Admin--Public Officers Admin Fee	145.00
Insurance--Premiums	7,203.93
Maint Bldg--Electrical	753.50
Maint Bldg--General Building Repairs	110.39
Maint Grounds--Gates	1,258.40
Maint Grounds--Grounds Maintenance	6,644.00
Maint Grounds--Plants & Trees	3,600.00
Trades Compliance--Annual Fee	90.20
Utility--Electricity	1,992.16
Utility--Telephone Service Charges	513.37
Utility--Water Meter Readings	2,750.00
Utility--Water Usage Charges	1,846.67

<i>Total expenses</i>	37,369.02
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<b>Surplus/Deficit</b>	653.89
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Opening balance	2,913.66
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<b>Closing balance</b>	\$3,567.55
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**Sinking Fund****Current period**

01/04/2023-31/03/2024

**Revenue**

Interest on Arrears--Sinking	9.85
Interest on Investments--Sinking	1,104.81
Levies Due--Sinking	9,800.00

<i>Total revenue</i>	<u>10,914.66</u>
----------------------	------------------

**Less expenses**

Maint Grounds--Gates	2,091.10
----------------------	----------

<i>Total expenses</i>	<u>2,091.10</u>
-----------------------	-----------------

**Surplus/Deficit**

	<u>8,823.56</u>
--	-----------------

Opening balance	52,950.45
-----------------	-----------

**Closing balance**

	<u><u>\$61,774.01</u></u>
--	---------------------------

## Balance Sheet

### As at 12/09/2025

Horner Management  
232 South Road  
Mile End SA 5031

Ph: 8234 5777  
office@hornermanagement.com.au

Community Plan 21159 Inc

Castle Hill Estate, 100 Pimpala Road, MORPHETT  
VALE SA 5162

#### Current period

#### Owners' funds

##### Administrative Fund

Operating Surplus/Deficit--Admin	(985.13)
Owners Equity--Admin	13,015.77
	12,030.64

##### Sinking Fund

Operating Surplus/Deficit--Sinking	3,215.08
Owners Equity--Sinking	72,045.70
	75,260.78

##### Net owners' funds

**\$87,291.42**

#### Represented by:

#### Assets

##### Administrative Fund

Cash at Bank--Admin	13,133.49
Receivable--Levies--Admin	1,147.98
Receivable--Owners--Admin	11.00
	14,292.47

##### Sinking Fund

Cash at Bank--Sinking	33,940.03
Investments--Sinking	41,542.09
Receivable--Levies--Sinking	241.32
	75,723.44

##### Unallocated Money

0.00

##### Total assets

90,015.91

#### Less liabilities

##### Administrative Fund

Prepaid Levies--Admin	2,261.83
	2,261.83

##### Sinking Fund

Prepaid Levies--Sinking	462.66
	462.66

##### Unallocated Money

0.00

##### Total liabilities

2,724.49

#### Net assets

**\$87,291.42**

## Balance Sheet

### As at 31/03/2024

**Horner Management**  
232 South Road  
Mile End SA 5031

Ph: 8234 5777  
office@hornermanagement.com.au

Community Plan 21159 Inc

Castle Hill Estate, 100 Pimpala Road, MORPHETT  
VALE SA 5162

#### Current period

#### Owners' funds

##### Administrative Fund

Operating Surplus/Deficit--Admin	653.89
Owners Equity--Admin	2,913.66
	3,567.55

##### Sinking Fund

Operating Surplus/Deficit--Sinking	8,823.56
Owners Equity--Sinking	52,950.45
	61,774.01

##### Net owners' funds

**\$65,341.56**

#### Represented by:

#### Assets

##### Administrative Fund

Cash at Bank--Admin	8,431.84
Receivable--Levies--Admin	378.66
Receivable--Owners--Admin	77.00
	8,887.50

##### Sinking Fund

Cash at Bank--Sinking	23,177.97
Investments--Sinking	39,931.52
Receivable--Levies--Sinking	102.34
	63,211.83

##### Unallocated Money

Cash at Bank--Unallocated	2,236.31
	2,236.31

##### Total assets

74,335.64

#### Less liabilities

##### Administrative Fund

Prepaid Levies--Admin	5,319.95
	5,319.95

##### Sinking Fund

Prepaid Levies--Sinking	1,437.82
	1,437.82

##### Unallocated Money

Prepaid Levies--Unallocated	2,236.31
	2,236.31

##### Total liabilities

8,994.08

Net assets

Current period

\$65,341.56

**Approved Budget**  
**to apply from 01/04/2025**

**Horner Management**  
232 South Road  
Mile End SA 5031

**Ph: 8234 5777**  
office@hornermanagement.com.au

Community Plan 21159 Inc

Castle Hill Estate, 100 Pimpala Road, MORPHETT  
VALE SA 5162

**Administrative Fund**

**Approved  
budget**

**Revenue**

Levies Due--Admin	43,120.00
<b>Total revenue</b>	<b>43,120.00</b>

**Less expenses**

Admin--Audit & Accountancy	1,145.00
Admin--Information & Communication	2,940.00
Admin--Management Fees--Standard	7,732.00
Admin--Meeting Fee	275.00
Admin--Public Officers Admin Fee	145.00
Insurance--Premiums	8,000.00
Maint Bldg--General Building Repairs	3,000.00
Maint Grounds--Gates	1,400.00
Maint Grounds--Grounds Maintenance	7,500.00
Maint Grounds--Plants & Trees	3,000.00
Management Committee--Honorarium	250.00
Trades Compliance--Annual Fee	100.00
Utility--Electricity	2,400.00
Utility--Telephone Service Charges	400.00
Utility--Water Meter Readings	3,000.00
Utility--Water Usage Charges	2,000.00
<b>Total expenses</b>	<b>43,287.00</b>

**Surplus/Deficit**

**(167.00)**

Opening balance 13,015.77

**Closing balance**

**\$12,848.77**

Total units of entitlement 49000  
Levy contribution per unit entitlement \$0.88

**Sinking Fund**

	<b>Approved budget</b>
<b>Revenue</b>	
Levies Due--Sinking	8,820.00
<i>Total revenue</i>	<u>8,820.00</u>
<b>Surplus/Deficit</b>	<u>8,820.00</u>
Opening balance	72,045.70
<b>Closing balance</b>	<u><u>\$80,865.70</u></u>
Total units of entitlement	49000
Levy contribution per unit entitlement	\$0.18

**Castle Hill Estate 21159**  
**100 Pimpala Road, MORPHETT VALE**  
Minutes of the Annual General Meeting at King and Saints Church  
On the 14<sup>th</sup> of May 2025 at 06:00 PM

**PROCEEDINGS**

<b>Lots Represented:</b>	Ms Madeliene Clare Green & Jacob Alexander Scott	Lot 4
	Mr Gregory Keith Songer & Mrs Helen Carol Songer	Lot 12
	Mr Gregory & Mrs Mary-Anne Morphett	Lot 13
	Trevor Richardson & Virginia Richardson	Lot 16
	Jenay Connolly	Lot 17
	Mrs Desley Lee Ingall	Lot 18
	Mr Tony Jaunutis (non-financial)	Lot 19
	Mr Trevor Brice	Lot 24
	Ms Julia Ann Jaremko	Lot 26
	Kym Tallisker - tenancy daughter	Lot 29
	Kian Yong Ng	Lot 33
	Mr Desmond John Thompson & Mrs Betty June Thompson	Lot 38
	Mrs Denise Hazel Bateman	Lot 39
	Mr Joshua Kane Peterson	Lot 42
	Ms Betty Dawn Noyce	Lot 45

<b>Proxy:</b>	Kallie Haeberli proxy to Horner Management	Lot 1
	Anthony Needs proxy to Horner Management	Lot 7
	Anthony & Elise Hardman proxy to Horner Management	Lot 8
	Nicole April Hunter proxy to Horner Management	Lot 9
	Michael Nance proxy to Horner Management	Lot 15
	Mr James & Mrs Lynette Whyatt proxy to Horner Management	Lot 27
	Ms Anne Meehan proxy to Gregory Songer unit 12	Lot 31
	Steven Hawkins proxy to Horner Management	Lot 32
	Wendy Charlton proxy to Horner Management	Lot 34
	Mrs Valma Mavis Green proxy to Horner Management	Lot 35
	Tracy Withers proxy to Horner Management	Lot 40

**Apologies:** Darren Bullimore sent his apologies to the Manager as he was unable to attend due to recent sickness.

**Guest:** Jack Wilkins representing Horner Management Pty Ltd

**Quorum:** Those present were advised that a quorum was achieved, and the meeting was declared open.

**OPENINGS, ATTENDANCE & APOLOGIES**

Nil.

## DISCLOSURE OF PECUNIARY INTEREST

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

## APPOINTMENT OF CHAIR PERSON

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

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

**Motion CARRIED.**

## CONFIRMATION OF MINUTES

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

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

**Motion CARRIED.**

## ACCEPTANCE OF FINANCIAL STATEMENT

The Corporation's financial statement of accounts for the period 1/4/24 to 31/3/25, showing a closing balance of \$85,061.47 (\$13,015.77 Administration Fund & \$72,045.70 Sinking Fund) be accepted as a true and correct record.

**Motion CARRIED.**

## Sinking investment account details

Owners present asked the Manager who holds the interest account funds. The investment account is held with Macquarie Bank who also holds the Admin and Sinking funds. The interest funds can be utilized at any time if funds are required for any unbudgeted/emergency repair works as Horner Management are the account holder for the corporation. The current interest rate for the account is 2.75%.

## RESOLUTION TO APPOINT COMMUNITY MANAGER

Resolution to appoint Horner Management Pty Ltd, and/or their nominee, to assist the Corporation by undertaking all those functions, powers & duties as contained in the Community Titles Act 1996 at an annual primary remuneration of \$7,732.00 inclusive of 10% GST. The full details of the services and costs for Management are outlined in the Management Agreement. This information is viewable at the offices of Horner Management, before or at the AGM and has also been uploaded to the unit owners portal.

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

**Motion CARRIED.**

## APPOINTMENT OF OFFICE BEARERS & MANAGEMENT COMMITTEE

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

<b>Presiding Officer:</b>	<b>Mrs. Anne Meehan</b>	<b>Lot 31</b>
<b>Secretary:</b>	<b>Mrs. Anne Meehan</b>	<b>Lot 31</b>
<b>Treasurer:</b>	<b>Mrs. Anne Meehan</b>	<b>Lot 31</b>

The following appointments were made in accordance with Section 76 of the Community Titles Act.  
The committee would consist of the below listed unit owners.

<b>Gail Jackson</b>	Lot 14
<b>Tony Jaunutis</b>	Lot 19
<b>Trevor Brice</b>	Lot 24
<b>Julia Jaremko</b>	Lot 25
<b>Julia Ann Jaremko</b>	Lot 26
<b>Jim Whyatt</b>	Lot 27
<b>Tennessee Tallisker</b>	Lot 29
<b>Anne Meehan</b>	Lot 31
<b>Desmond Thompson</b>	Lot 38

**RISK & INSURANCE REVIEW**

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
ST500220	CHU Strata Insurance	22 Mar 2026	Common Property	\$800,000.00
			Public Liability	\$20,000,000.00
			Voluntary Cover	\$200,000.00
			Fidelity Guarantee	\$100,000.00
			Office Bearers Liability	\$1,000,000.00
			Catastrophe	\$240,000.00
<b>TOTAL PREMIUM: \$7,570.18</b> <b>Excess: Standard \$300, Flood \$2,000.</b> <b>Commission: \$1,344.18</b>				

**Insurance Valuation:** Last undertaken 16 Mar 2021 and the report set a recommended cover of \$800,000.00.

**Insurance Decision:** It was agreed to obtain quotes for common property valuation to be carried out and sent to the committee for their consideration. Additionally, it was decided that at the time of renewal, new insurance quotes would be obtained and compared. If more competitive quotes are found, they will be sent to the committee for approval; otherwise, the current policy will be renewed.

The Manager was asked if CHU policy details could be sent to the committee to show what the policy coverage includes.

**Important Insurance Information**

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

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

**Insurance Disclaimer:**

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

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

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

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

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

**MAINTENANCE OF BUILDINGS & COMMON PROPERTY****Gate motor replacement**

Jim recently received a quote from Ace Automation after they recently serviced the gate. It was advised the gate is operational as of now however Ace recommend should issues persist, to have the motor replaced. The quote received was for \$550 and the committee would hold off on these works until they have discussed further with Jim once he returns in June from his trip away.

## PROPOSED BUDGET

The proposed Budget as circulated be accepted, with contributions to the Administration Fund being \$43,120.00 and Sinking Fund is: \$8,820.00.

Period From	Period To	Due	Admin Fund	Sinking Fund
01 Jul 2025	30 Sep 2025	01 Jul 2025	\$10,780.00	\$2,205.00
01 Oct 2025	31 Dec 2025	01 Oct 2025	\$10,780.00	\$2,205.00
01 Jan 2026	31 Mar 2026	01 Jan 2026	\$10,780.00	\$2,205.00
01 Apr 2026	30 Jun 2026	01 Apr 2026	\$10,780.00	\$2,205.00
01 Jul 2025	30 Jun 2026		\$43,120.00	\$8,820.00

## Motion CARRIED.

**Budget decision:** Owners discussed the proposed budget, and all agreed to adjust the Admin quarterly contributions from the proposed \$220.95 per quarter to \$220 flat. Sinking contributions would be retained at \$45 per unit per quarter. Total Admin contributions per annum would be set at \$43,120 per annum and \$8,820 per annum to the Sinking fund.

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

## ADOPTION OF POLICIES

*The Corporation is reminded of its costs policy that was passed unanimously at a previous general meeting of lot owners:*

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

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

## OTHER BUSINESS

### Gate remotes

If owners require a new gate remote, they can contact Total Gate and Door Automation direct on the below details

Telephone 1: 8297 3455

Fax: 8297 3466

Email for R & M: [reception@totalgateauto.com.au](mailto:reception@totalgateauto.com.au)

Jim may have a couple spare remotes onsite should owners wish to ask Jim before going to Total Gate. The Manager advised owners to program the remote themselves or ask Jim if he could assist with programming as Total Gate will charge an extra \$150+ on top of the remote cost to attend and program the remote.

### Convex mirror turning into unit 1-4

For the safety of unit's owners/residents when entering and exiting the property, the committee will discuss and organise a convex mirror to be installed.

### Payment methods for levies

Desmond in unit 38 enquired about the payment options available in relation to quarterly levies noting cash payments are no longer accepted at post offices or to Horner Management.

The Manger noted the payment options available are outlined on the quarterly levy statement and would raise concerns with the CEO to see what other alternative payment options may be available for those that do not have access to online banking/credit card/debit card.

## NEXT MEETING

The next AGM has been scheduled for the 13<sup>th</sup> of May beginning at 6:00pm at King and Saints Church.

## CLOSURE OF MEETING

Owners were thanked for their time and attendance and the meeting closed off at 6:40pm.

## ADDITIONAL INFORMATION

### CORRESPONDENCE:

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

### INTEREST, TAX AND AUDITS:

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

### DUTIES OF THE APPOINTED BODY CORPORATE MANAGERS:

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

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

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

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

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

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

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

### OFFICE BEARERS:

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

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

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

### Secretary

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

- Answer communications addressed to the corporation (currently delegated to Horner Management)
- Convene meetings of the Management Committee
- Deal with administrative and secretarial matters for the corporation and the Management Committee (currently delegated to Horner Management)

#### **Treasurer**

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

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

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

#### **INSURANCE:**

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

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

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

#### **BUDGET NOTES:**

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

#### **WATER CHARGES:**

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

#### **COMMERCIAL WATER PRICES**

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

#### **ARTICLES & RULES:**

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

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

#### **APPROVALS BETWEEN ANNUAL GENERAL MEETINGS:**

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

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

**Online General Meetings:** Usually an external software provider, StrataVote gives the Corporation the opportunity to hold an online meeting. This will allow owners to receive information via email and submit a voting form (proxy) online and do not require owners to physically attend the meeting. Owners who have not provided an email address will be sent the meeting notice and voting paper (proxy form) via Australia Post. Strata Vote meetings are charged at a rate of \$99.00.

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

#### **CORRESPONDENCE AND INVOICE DELIVERY:**

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

**Castle Hill Estate**  
**Community Corporation 21159**  
**100 Pimpala Road, MORPHETT VALE**

Minutes of the Annual General Meeting at 104 Pimpala Road, MORPHETT VALE  
on 16<sup>th</sup> May 2024 at 6:00 PM

**PROCEEDINGS**

<b>Lots Represented:</b>	Mr G & Mrs M Morphett	Lot 13
	Mr T Richardson	Lot 16
	Mr T Jaunutis	Lot 19
	Mr Bullimore	Lot 21
	Mr T Brice	Lot 24
	Mr J & Mrs L Whyatt	Lot 27
	Mr D Thompson	Lot 38
	Mrs D Bateman	Lot 39
	Mr J Peterson	Lot 42
	Ms J Hurd	Lot 48

<b>Proxy:</b>	Ms K Haeberli proxy to Horner Management	Lot 1
	Mr A Needs & Ms D Gammon proxy to Horner Management	Lot 7
	Mr A & Mrs E Hardman proxy to Horner Management	Lot 8
	Mr N Hunter proxy to Horner Management	Lot 9
	Ms Jackson proxy to Mr Whyatt	Lot 14
	Mr M Nance & Ms Alabaster proxy to Horner Management	Lot 15
	Ms J Connolly proxy to Horner Management	Lot 17
	Mrs D Ingall proxy to Mr Tony Jaunutis	Lot 18
	Mrs V Cetinich proxy to Mr Whyatt	Lot 28
	Ms W Charlton proxy to Jim Whyatt	Lot 34
	Mrs V Green proxy to Mr Whyatt	Lot 35
	Ms T Withers proxy to Horner Management	Lot 40
	Ms Sparks proxy to Horner Management	Lot 43
	Ms B Noyce proxy to Horner Management	Lot 45

**Guest:** Carrie McNerney representing Horner Management Pty Ltd

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

**DISCLOSURE OF PECUNIARY INTEREST**

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

### APPOINTMENT OF CHAIR PERSON

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

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

**Passed by Simple Majority**

### CONFIRMATION OF MINUTES

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

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

**Passed by Simple Majority**

### ACCEPTANCE OF FINANCIAL STATEMENT

The Corporation's financial statement of accounts for the period 1/4/23 to 31/3/24, showing a closing balance of \$65,341.56 (\$3,567.55 Administration Fund & \$61,774.01 Sinking Fund) be accepted as a true and correct record.

Mr Whyatt advised that during the year some of the larger costs related to gate repairs, removal of a tree which was \$1800 and the gardener costs the corporation around \$8000 per year.

**Passed by Simple Majority**

### RESOLUTION TO APPOINT COMMUNITY MANAGER

Resolution to appoint Horner Management Pty Ltd, and/or their nominee, to assist the Corporation by undertaking all those functions, powers & duties as contained in the Community Titles Act 1996 at an annual primary remuneration of \$7,732.00 inclusive of 10% GST. The full details of the services and costs for Management are outlined in the Management Agreement. This information is viewable at the offices of Horner Management, before or at the AGM and has also been uploaded to the unit owners portal.

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

**Passed by Simple Majority**

### APPOINTMENT OF OFFICE BEARERS & MANAGEMENT COMMITTEE

In accordance with Section 76 of the Community Titles Act, the Community Manager explained the Community Corporation requires the following appointments to comply with the act, i.e. a Presiding Officer, Secretary and Treasurer. As you have more than ten Lots in your Corporation, one Lot owner can hold two of these positions, but the third will have to be held by a further Lot owner.

<b>Presiding Officer:</b>	<b>Mr. Jim Whyatt</b>	<b>Lot 27</b>
<b>Secretary:</b>	<b>Mrs. Anne Meehan</b>	<b>Lot 31</b>
<b>Treasurer:</b>	<b>Mr. Jim Whyatt</b>	<b>Lot 27</b>

Mr Whyatt advised that he was going to step down from the Presiding Officers role in the next few months and has discussed this with the Committee. In the near future the Committee will discuss and elect a new Presiding Officer and advise the Manager accordingly.

### MANAGEMENT COMMITTEE: [Section 92(4)]

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

<b>Tony Jaunutis</b>	<b>Lot 9</b>	<b>Julia Jaremko</b>	<b>Lot 26</b>
<b>Gail Jackson</b>	<b>Lot 14</b>	<b>Jim Whyatt</b>	<b>Lot 27</b>
<b>Desley Ingall</b>	<b>Lot 18</b>	<b>Tennessee Tallisker</b>	<b>Lot 29</b>
<b>Trevor Brice</b>	<b>Lot 24</b>	<b>Anne Meehan</b>	<b>Lot 31</b>

## RISK & INSURANCE REVIEW

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
ST500220	CHU Strata Insurance	22 Mar 2025	Common Property	\$800,000.00
			Public Liability	\$20,000,000.00
			Voluntary Cover	\$200,000.00
			Fidelity Guarantee	\$100,000.00
			Office Bearers Liability	\$1,000,000.00
			Catastrophe	\$240,000.00
TOTAL PREMIUM: \$7,203.93 EXCESS: \$300 per claim / \$2,000 Flood COMMISSION RECEIVED: \$1,280.20				

**Insurance Valuation:** Last undertaken in March 2021 and the report set a recommended cover of \$800,000.00.

**Insurance Decision:** The Community Manager advised that the last valuation was received 3 years ago, and the insurance companies are providing us with reports that suggests costs of materials and labour has increased significantly in the last few years. After some discussion, owners agreed to retain the current level of cover of \$800,000.00 and will consider arranging an insurance valuation at the Annual General Meeting next year.

### Important Insurance Information

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

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

### Insurance Disclaimer:

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

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

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

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

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

## MAINTENANCE OF BUILDINGS & COMMON PROPERTY

**Retaining Wall Repairs:** Mr Whyatt advised that along with Trevor and Tony the retaining wall has been repaired with materials costing the corporation \$110.39. The best quotes Owners had received for these repairs was in excess of \$5,000.

**Streetlights:** It was reported that there are two streetlights which are not working in the driveway. The Committee will arrange to have these replaced and mentioned that cost is expected to be \$500 per light.

**Birds:** It was reported that there are major issues with birds at the property, namely, Magpies and Ibises which are damaging the lawns and making a large mess on the roofs as they perch on the antennas. Residents are asked not to feed the birds and also asked to make sure any bird baths around the complex are not filled.

**Driveway Cracking:** It was reported that there are a few cracks appearing along the driveway. While they have not been attended to in the last 12 months, Mr Whyatt has contacted the contractors to arrange the repairs.

## PROPOSED BUDGET

**Budget Decision:** Mr Whyatt advised that the Committee had discussed the recommended increase in length at the last Committee meeting and do agree that all the costs are increasing significantly, especially water use, electricity use, management fees and insurance costs, however the recommended increase of \$34.40 per unit, per quarter is larger than expected. The Committee are proposing that the Community adopt an increase of \$20.00 per unit, per quarter. The Community Manager advised that an increase of \$3,920, would reduce the closing balance of the Administration Fund to \$1,180.35. The Committee acknowledged that over the past few years the corporation has not accepted the recommended increase and would like to see an increase of \$20 per unit per quarter this year and a further \$20 increase next year. After further discussion, it was moved by Mr T Brice that the Administration Fund would be increased to \$41,160 and the Sinking Fund would be reduced to \$8,820 per annum. Agreed by all owners.

## Passed by Simple Majority

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

## ADOPTION OF POLICIES

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

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

## Motion CARRIED UNANIMOUSLY.

### VOTES

Yes : 19

No: 0

Abs: 2

Inv: 1

## OTHER BUSINESS

**Sale of Common Land:** At last year's meeting Owners discussed selling the carpark area at the front of the complex. Owners were asked to notify the Managers if they object to this, as in order to sell the land, a unanimous decision was required. During the year only one Owner responded saying they did not agree with the sale of the land. The Managers also discovered that there are essential services in the carpark area, and these would also require relocation if the land was sold.

**Overgrown Garden:** It was reported that the front yard of Unit 43 is very overgrown. Many requests have been made to the Owner to clean up the area, however this has not been carried out. It was agreed that the Community Manager would contact the Owner and advise that the garden had to be cleaned up within the next 21 days, otherwise the Corporation will engage a Gardener to carry out this work and fine the unit Owner for a breach of By-Laws equal to the cost of the cleanup.

**Illegal Carparking:** Members enquired what the process is in relation to illegal parking at the complex. The Community Manager advised that owners should send details to the Community Manager, along with a photo, the time and date that car was parked, as well as details about which unit the car either belongs to or visiting. The Community Manager can only pass this on to the Owner or Property Manager, if the Committee wish to issue fines due to a breach of By-Laws, the Committee need to hold a meeting to agree to issue the fine.

Mr Whyatt advised Owners that recently the occupants of Units 49 and 32 have passed away, so there may be additional trades and removalist trucks at the complex in the future and residents are asked to be patient with this.

**Hard Rubbish:** Residents are reminded that each unit can book 2 free hard rubbish collections with the council per year.

**Unit 36 Shade Cloth:** It was reported that Unit 36 has placed shade cloth over the kitchen and lounge rooms windows as well as the entrance of the unit. This looks unsightly and needs to be removed.

**NEXT MEETING:**

The next Annual General Meeting will be held on Wednesday 14<sup>th</sup> May 2025 at 6:00pm at the Impact Church. This will be confirmed closer to the date and is subject to availability of the venue.

**MEETING CLOSURE:**

There being no further business to discuss the meeting was closed with a vote of thanks to all owners for their attendance. The meeting was declared closed at 7:15pm.

**ADDITIONAL INFORMATION****CORRESPONDENCE:**

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

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

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- Attend meetings as required; and

- Chair all general meetings and committee meetings which they attend or, delegate this responsibility to the Corporation Manager.

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#### **Treasurer**

- Notify unit owners of any contributions to be raised from them in accordance with the Act (currently delegated to Horner Management)
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#### **Please Note: Officers of the Corporation do not have the powers to: -**

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

#### **INSURANCE:**

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

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#### **BUDGET NOTES:**

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

#### **WATER CHARGES:**

As of 1 July 2023, water rates have increased to \$2.126 (previously \$2.029) per kL for the first .383.6kl per unit per day, \$3.035 (previously \$2.896) per kL for all use over 0.383.6kl per unit per day.

## COMMERCIAL WATER PRICES

Commercial: Water Use Usage charge \$3.035 per KL (previously \$2.896) regardless how many KLs are used.

## ARTICLES & RULES:

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

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

## APPROVALS BETWEEN ANNUAL GENERAL MEETINGS:

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

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

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

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

## CORRESPONDENCE AND INVOICE DELIVERY:

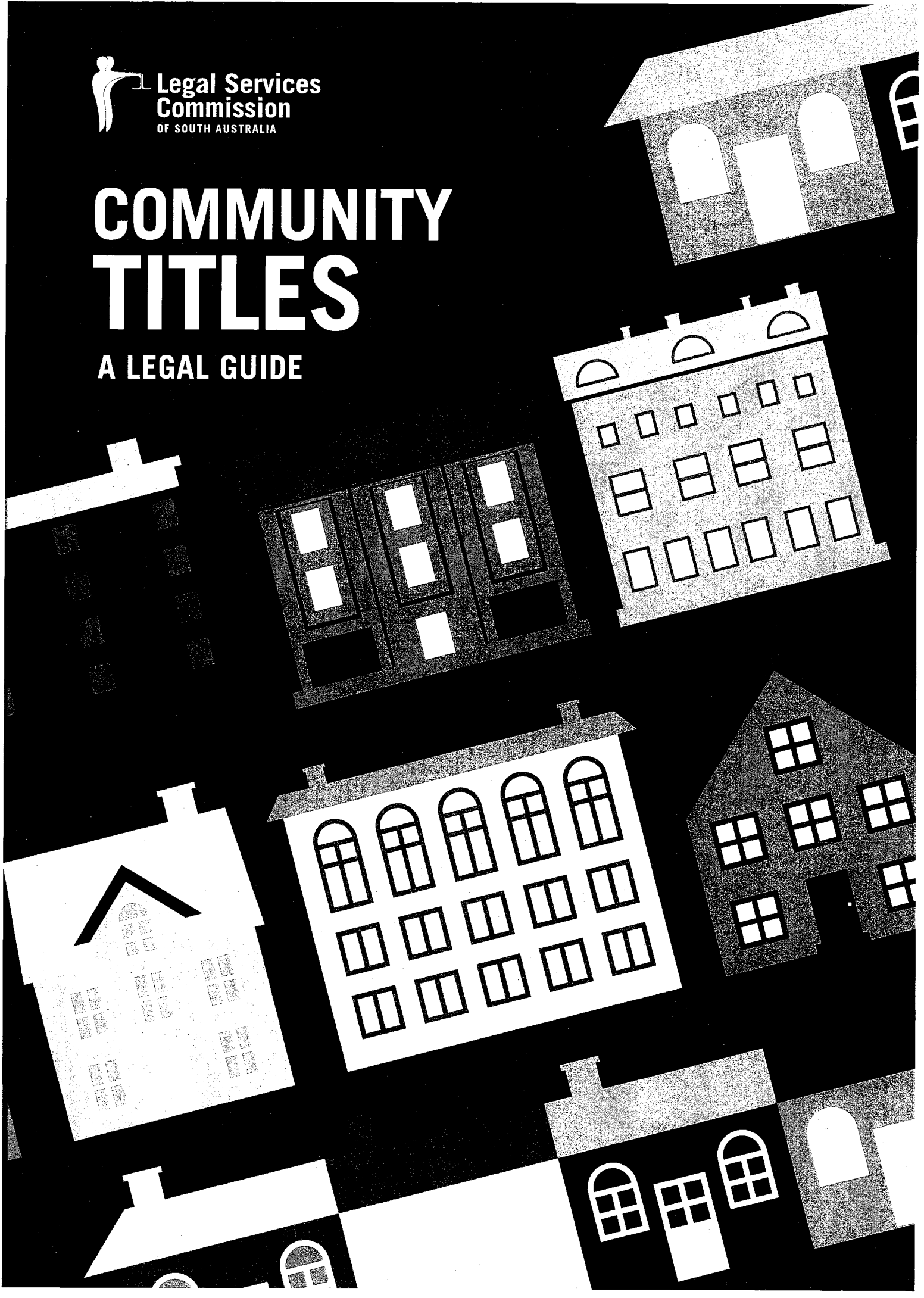
Horner Management provide owners with the option to have either their correspondence, invoices or both delivered via email instead of Australia Post. If you would like to receive correspondence or invoices via email, please contact our office.



**Legal Services  
Commission**  
OF SOUTH AUSTRALIA

# COMMUNITY TITLES

**A LEGAL GUIDE**



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## Community Titles

### A Legal Guide

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

October 2014

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# Community Titles

The law concerning community titles is contained in the *Community Titles Act 1996* (SA), the *Community Titles Regulations 2011* (SA) and the common law. All references to legislation and regulations in this booklet are to these documents, unless otherwise stated.

There are two types of community titles available depending on the nature of the scheme:

- Community Schemes
- Community Strata Schemes.

Regardless of the type of community title, both divide land to create lots and common property in a similar manner to strata titles. Each plan must divide the land to create at least two lots and common property [s 7].

Unlike a strata title, a scheme may include a development lot, retained by the developer, for later division into further lots within the scheme [ss 6, 8].

Changes to the *Community Titles Act 1996* (SA) came into effect from 28 October 2013. To see a summary of the changes, see the Attorney-General's Department <<http://www.agd.sa.gov.au/community-and-strata-titles-legislation>>.

## COMMUNITY SCHEMES

In a community scheme, lot boundaries generally do not relate to a structure, but are determined by surveyed land measurements and are unlimited in height and depth, unless otherwise specified on the plan. Unlike a community strata scheme the owner is therefore responsible for the maintenance and insurance of any structures on that lot, and has no obligation for maintenance of other lot owners' buildings.

## COMMUNITY STRATA SCHEMES

A community strata scheme is a community scheme where the lot boundaries are defined by reference to parts of the building, similar to a strata title [s 19(3)(c)]. There must be at least one lot that exists above another [s 19(1)], unless the scheme was previously a strata scheme under the *Strata Titles Act 1988* (SA) and has converted by resolution to the *Community Titles Act 1996* (SA) [s 19(2)]. The structure itself is common property and it is therefore the responsibility of the corporation to maintain and insure it.

## SMALL SCHEMES

Some requirements in the *Community Titles Act 1996* (SA) do not apply to some small schemes. In addition, the by-laws of some schemes may exempt a scheme from certain requirements. Exemptions vary depending on the number of lots in the scheme or the value of the common property. See also **Types of Resolutions: Special resolutions** and **Financial Management: Audit of accounts**.

## Forward budgets

In relation to forward budgets, corporations with six or less community lots, and corporations with buildings and improvements on the common property insured for less than \$100 000, are not required to present a forward budget as part of their expenditure statement at their annual general meeting (see **Financial Management**).

## Fidelity guarantee insurance

The requirement to have fidelity guarantee insurance, which began on 27 October 2014, does not apply to two lot community corporations with no administrative or sinking fund, or to community corporations with common property insurance cover of \$100 000 or less (see **Community Corporation: Insurance**).

## Officers of the corporation

If a scheme has ten or less lots, one person may hold two or all of the positions of presiding officer, secretary and treasurer [s 76(3)(a)] (see **Community Corporation: Officers of the corporation**).

## By-laws may exempt a corporation from certain requirements

The by-laws of a scheme consisting of two lots may exempt the corporation from the requirements to [s 35]:

- hold annual general meetings (except the first general meeting)
- prepare accounting records of the corporation's receipts and expenditure and to prepare an annual statement of accounts
- have the annual statement of accounts audited
- establish administrative and sinking funds, and
- maintain a register of the names of the owners of the community lots.

The by-laws of a three lot scheme may only exempt the corporation from the requirement to maintain a register of names of the owners of the community lots.

# Buying into a Community Title

## OBTAINING INFORMATION AS A PROSPECTIVE PURCHASER

There are particular issues related to buying a community lot. Effectively, you are buying into a corporation and will become a member of the corporation. It is therefore essential that you have as much information as possible about the corporation before you decide to purchase. You may obtain information before you enter into a contract. Alternatively, if you have entered into a contract, you must be provided with certain information at least 10 clear days before the date of settlement under the *Land and Business (Sale and Conveyancing) Act 1994* (SA) s 7(1) (see below: **Information to be provided when entering into a contract**).

As a prospective purchaser, you may apply to the community corporation for a range of information for moderate fees (see **Community Corporation: Access to information by lot owners**). Some of the information must be made available as copies, and some must be made available for inspection. Any information requested should be provided within five business days of making the application. The information should enable you to establish the current financial position of the corporation.

## Service infrastructure issues for new developments

Both SA Power Networks and SA Water have requirements for the location of connection points for power, water and sewerage. The location of connection points and meter enclosures that service more than one lot may be shown on the community plan, which is available for a fee from the Lands Titles Office. However, these details are often not shown. If service infrastructure is not shown on the community plan, agreement must be reached among the lot owners as to the location of the services [s 24(4)(b)], subject to the requirements of the relevant agencies. Even if there is an existing house on one of the lots with connections in place, it may be necessary for new connection points to be established which cater for all lots. To determine requirements for the number and location of connections and meters, visit relevant agency websites (see **Contacts**) or contact the relevant agency.

## Core documents

Prospective purchasers of a lot in a community scheme should be aware of three documents that must or may be associated with the community title: the by-laws, scheme description, and development contract. It is also important to note the level of the scheme being bought into. The by-laws, scheme description and development contract of any scheme above also apply to that scheme.

These three documents may be obtained either from the community corporation or the Lands Titles Office with payment of the regulated fee.



## THE BY-LAWS

This is a compulsory document for all schemes. It sets out the obligations of the corporation in administering the scheme and the rules by which the scheme is to be run. Prospective purchasers must be able to inspect or buy a copy of the by-laws.

## THE SCHEME DESCRIPTION

The scheme description gives the prospective purchaser an overall view of how the scheme is to be developed and the end result. This is an optional document for schemes that contain six lots or less that are used predominantly for residential purposes and do not contain a development lot. This document must be lodged for commercial schemes, irrespective of the number of lots, or if the plan contains a development lot, or if the common property or a lot within the scheme is to be developed in a specific way. Prospective purchasers must be able to inspect or buy a copy of the scheme description.

## THE DEVELOPMENT CONTRACT

This is a contract entered into by the developer; the developer must complete the scheme in accordance with the scheme description. Prospective purchasers must be able to inspect or buy a copy of the development contract.

## INFORMATION TO BE PROVIDED WHEN ENTERING INTO A CONTRACT

If you enter a contract to buy a community lot, along with the information that must be provided in relation to any proposed sale of land, the vendor must provide certain information under the *Land and Business (Sale and Conveyancing) Act 1994* (SA) s 7(1) and the *Land and Business (Sale and Conveyancing) Regulations 2010* (SA) reg 8. Both general information about community titles and information specific to the community title you are proposing to buy must be provided.

### General information

The general information is found in the notice in the *Land and Business (Sale and Conveyancing) Regulations 2010* (SA) sch 1 div 3, which sets out a range of issues to consider when buying into a strata corporation, as follows.

### MATTERS TO BE CONSIDERED IN PURCHASING A COMMUNITY LOT OR STRATA UNIT

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

#### Governance

You will automatically become a member of the **body corporate**, which includes all owners and has the job

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

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

#### Use of your property

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

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

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

#### Are you buying a debt?

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

There is a fee. To make a request, write to the secretary or management committee of the body corporate.

#### Expenses

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

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

## Guarantee

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

## Contracts

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

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

## Buying off the plan

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

## Mixed use developments – voting rights

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

## Further information

The Real Estate Institute of South Australia provides an information service for enquiries about real estate transactions, see [www.reisa.com.au](http://www.reisa.com.au).

A free telephone Strata and Community Advice Service is operated by the Legal Services Commission of South Australia: call 1300 366 424. Information and a booklet about strata and community titles is available from the Legal Services Commission at [www.lsc.sa.gov.au](http://www.lsc.sa.gov.au).

You can also seek advice from a legal practitioner.

## Specific information

Information specific to the community corporation and lot you are proposing to buy must be provided by the vendor under the *Land and Business (Sale and Conveyancing) Regulations 2010* (SA) sch 1 div 2:

- particulars of contributions payable in relation to the lot, including details of arrears of contributions related to the lot
- particulars of the assets and liabilities of the community corporation
- 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
- 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
- if the lot is a community lot, particulars of the lot entitlement of the lot.

The following documents should also be provided under the *Land and Business (Sale and Conveyancing) Regulations 2010* (SA) sch 1 div 2:

- a copy of the minutes of the general meetings of the community corporation and management committee for the preceding two years or since the deposit of the community plan (whichever is the lesser)
- a copy of the statement of accounts of the community corporation last prepared
- a copy of current policies of insurance taken out by the community corporation
- a copy of the scheme description (if any) and the development contract (if any) – these documents may be obtained from the community corporation or the Lands Titles Office
- a copy of the by-laws of the community scheme - copies of the by-laws may also be obtained from either the corporation or the Lands Titles Office.

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

# Community Corporation

A community corporation is created upon deposit of the community plan [s 10, s 71] to administer the scheme's by-laws and manage the common property and any fixtures erected on it [s 75].

The members of the corporation are the owners of the community lots [s 10(2), s 74]. Owners of development lots are not members of the corporation unless they also own community lots [s 10(2), s 74].

Lot owners are guarantors of their community corporation's liabilities, which means the corporation's debts are enforceable against each of the lot holders directly [s 77].

A community corporation must have a presiding officer, treasurer and secretary [s 76], and may establish a management committee [s 90(1)] to carry out the functions and perform the duties of the corporation within the limits of the committee's powers [s 92(1)]. A community corporation may also delegate some of its functions to a person outside the corporation (such as a body corporate manager) to assist in the running of the corporation [s 78A(2)].

The corporation must have a common seal [s 73].

A community corporation must keep a letter box at the community parcel, with the name of the corporation clearly shown on it, for postal delivery to the corporation. Where there is no postal delivery to the community parcel, the corporation must keep a post office box. [s 155(4)]

The by-laws are the rules of the corporation. The corporation can make rules which are binding on the corporation, lot owners, tenants and visitors [s 43] about the management and use of common property and the use of community lots [s 34(2)]. The first by-laws of a corporation are those filed when the community plan is deposited with the Lands Titles Office. A corporation can vary the by-laws [s 39].

## COMMON PROPERTY

### What is common property?

The common property consists of those parts of the community parcel that do not comprise or form part of a lot, and includes the service infrastructure not for the exclusive use of a lot [ss 28(1)(a)-(b)]. In addition, the common property includes any building that is not for

the exclusive use of a lot and was erected before the deposit of the community plan, any building erected by the developer or the community corporation as part of the common property, and any other building on the community parcel that has been committed to the care of the community corporation as part of the common property [ss 28(1)(d)-(f)].

In the case of a strata plan, the common property also includes those parts of the building that are not part of a lot [s 28(c)]. Unless a particular strata plan indicates otherwise, the boundary of a lot is the internal surface of the walls, floors and ceilings [s 19(4)].

## Service infrastructure

Service infrastructure is the cables, wires, pipes, sewers, drains, ducts, plant and equipment that provide services to lot owners and the common property [s 3].

Services are [s 3]:

- water reticulation or supply
- gas reticulation or supply
- electricity supply
- heating oil
- air conditioning or ventilation
- a telephone service
- a radio service
- a computer data or television service
- sewer systems
- drainage
- systems for the removal or disposal of garbage or waste
- other systems or services designed to improve the amenity, or enhance the enjoyment, of the lots or common property.

The service infrastructure is shown, as far as it is practical to do so, on the plan of community division through the common property, and on a lot where it services more than the one lot [s 14(5)(e)]. As service infrastructure that serves more than one lot forms part of the common property, it is the responsibility of the corporation to maintain it [s 75]. Service infrastructure that only serves one lot is the responsibility of that lot owner to maintain.

## Commercial use of the common property

The common property can be used in a community title scheme, subject to planning approval, for commercial ventures such as a public golf course or retail centre [s 28(2)]. Any profits are returned to the community corporation and must be paid into the administrative or sinking funds [s 28(3)]. Surplus profits may, by special resolution, be distributed to owners of the lots

in proportion to lot entitlement, if more money than is needed is held in the administrative fund or the sinking fund [s 117]. As there can be losses as well as profits, any commercial venture should be based on detailed financial and legal advice.

If members of the public have access to the common property, or a part of it, then members of the public are entitled to use the common property, or the relevant part of it, in accordance with the by-laws [s 28(4)].

### **Management of the common property**

Common property is managed by the community corporation [s 75], which is required to keep an administrative and a sinking fund [s 116]. A two lot scheme may be exempt from the requirement to keep an administrative and a sinking fund through its by-laws [s 35(1)(d)].

### **POWERS OF THE CORPORATION**

Some of the powers of the corporation are:

- to administer, manage and control the common property for the benefit of the owners of the community lots [s 75(1)(a)]
- to maintain the common property and the property of the corporation in good order and condition [s 75(1)(b)]
- where practicable, to establish and maintain lawns or gardens on those parts of the common property not required or used for any other purpose [s 75(1)(c)]
- to enforce the by-laws and the development contracts (if any) [s 75(1)(d)]
- to enforce an owner's duty to maintain and repair their lot [s 101]
- to borrow money or obtain other forms of financial accommodation and, subject to the Act or the regulations, give such security for that purpose as it thinks fit [s 118]
- to carry out the other functions assigned to it by the Act or conferred on it by the by-laws [s 75(1)(e)].

### **Contributions**

The corporation raises funds by levying contributions against all lot owners, in accordance with an ordinary resolution passed at a general meeting [s 114(1)]. The management committee may not set the contribution amount [s 114(2)]. The amount that each owner contributes to funds is normally calculated according to the 'lot entitlement' set out in the community plan [s 114(3)]. A lot entitlement is the portion, or ratio, of the unimproved value of a lot as against the sum of the unimproved values of all the lots [s 20]. The corporation may, by unanimous resolution,

determine that contributions are paid on some other basis [s 114(3)].

The corporation may, by an ordinary resolution at a general meeting, allow contributions to be paid in instalments [s 114(4)(a)].

If contributions are not paid, they are recoverable as a debt [s 114(8)]; the corporation can sue the lot owner and any subsequent owner (if more than one owner, any or all of them) for the money [s 114(7)].

Interest may be charged by the corporation on contributions or instalments owing, this is done by ordinary resolution [s 114(4)(b)]. The amount of interest charged may not be more than 15% per year, and interest cannot be charged on unpaid interest [reg 19].

### **Maintenance and repair of lots - entry to premises**

The Act imposes a responsibility on a lot owner to maintain and repair their lot [s 134(1)], unless the corporation's by-laws have transferred this responsibility to the corporation [s 134(2)]. If the responsibility to maintain and repair lies with lot owners, and a lot owner does not fulfil this responsibility, the corporation may give a lot owner written notice requiring them to carry out specific work by a certain time [s 101(1)(a)].

Similarly, the corporation may require and enforce work on a lot to remedy a breach of the Act or the corporation's by-laws, even if the breach was by a former lot owner, an occupier (tenant) or former occupier [s 101(1)(b)(i)].

The corporation can also pre-empt problems and require an owner to do work to remedy a situation that is likely to result in a breach of the Act or the by-laws [s 101(1)(b)(ii)].

If the work is not done in the set time, the corporation may authorize workers to enter the lot to do the work [s 101(2)]. This can only happen after the corporation has given at least two days notice in writing to both the lot owner and the occupier (for example, any tenant) [s 101(3)].

Force cannot be used to enter the lot without an order from the Magistrates Court [s 101(4)], in which case the corporation would have to file a minor civil action and the owner would have a chance to contest the application. However, force may be used if an officer of the corporation or a person authorized by the corporation (such as a body corporate manager) is satisfied that urgent action is necessary to prevent a risk of death, injury or significant damage to property [s 101(4a)]. In such a case, the officer or authorized person can, after giving whatever notice (if any) to the lot owner and occupier they consider reasonable in the circumstances, authorize entry to a lot for the performance of work reasonably necessary to deal with the risk. To enter the

lot in urgent circumstances, such force as is reasonably necessary may be used.

The individual lot owner is liable to the corporation for the reasonable cost of work done [s 101(5)]. If the need for the work arose because of someone else, for example a tenant or previous owner, the lot owner can recover the cost as a debt from that person [s 101(6)].

### **Maintenance and repair of service infrastructure - entry to premises**

The corporation may need to enter a lot in order to set up, maintain or repair service infrastructure. If so, the corporation must give notice to the owner of the lot to be entered [s 146(1)(a)]. The amount of notice required is whatever is reasonable in the circumstances [s 146(3)]. If the situation is an emergency and there is no time to give notice, then notice need not be given [s 146(2)(a)]. A lot owner may agree that their lot can be entered without notice [s 146(2)(b)].

If a person acting on the corporation's behalf cannot enter the lot without using force, such force as is reasonable in the circumstances may be used [s 146(4)]. Any damage caused by the use of force must be made good as soon as practicable by the corporation, unless the need for force was the result of an unreasonable act or omission on the part of the owner of the lot that was entered [s 146(5)].

### **Provision of services**

A community corporation may provide, for the benefit of owners and occupiers of the lots in the scheme, any kind of service that relates to the ownership or occupation of the lot [s 143(1), reg 26(1)]. A corporation may only provide a service if an owner or occupier has agreed to accept the service [reg 26(2)(a)]. The corporation may charge for the provision of those services [s 143(2)], but the cost of the service must be paid for by the persons who have agreed to accept it and must not be subsidised by the corporation [reg 26(2)(b)].

### **Return of property**

A corporation may require anyone in possession of any record, key, or other property of the corporation to return it to an officer of the corporation by a specified time. The person in possession of the property must be given written notice to return the property, and the person it must be given to must be stated in the notice. Failure to comply with such a notice is an offence with a maximum penalty of \$2 000. [s 147]

## **INSURANCE**

### **Building insurance**

It is the responsibility of the community corporation to insure the common property [s 103(1)].

As a general rule, buildings in a community strata scheme are common property (unless otherwise defined on the plan) and should be insured by the corporation [s 103(1)(b)].

In a community scheme, buildings within a lot are not common property and are the responsibility of the lot owners. However, the corporation's by-laws may authorize or require the community corporation to act as agent for the owners of community lots in arranging policies of insurance [s 34(3)(ca)]. If the by-laws do so, the by-laws may also impose a monetary obligation on the owner of a lot in relation to the payment of the insurance premium [s 37(2)(b)].

Owners in a community scheme also have a duty to insure any part of their property, such as a party wall, which provides support and shelter to a building or other structure on another lot or on the common property [s 106(1)].

### **Fidelity guarantee insurance**

From 27 October 2014, fidelity guarantee insurance must be held by all corporations [s 104(3)], apart from two lot community corporations with no administrative or sinking fund and community corporations with common property insurance cover of \$100 000 or less [reg 16C(b)]. A policy of fidelity guarantee insurance covers the risk of theft or fraud of the corporation's funds by any person authorized to handle the corporation's funds, including a manager. Although the requirement to have fidelity guarantee insurance is a new requirement from 27 October 2014, a corporation may already have fidelity guarantee cover included with its building insurance policy. The insurance cover must be for the amount of the maximum total balance of the corporation's bank accounts at any time in the preceding three years, or \$50 000, whichever is higher [reg 16C(a)].

### **Other insurance**

A community corporation must insure itself against risks that a normally prudent person would insure against and the amount of the insurance must be the amount that a normally prudent person would insure for [ss 104(1)-(2)]. In the case of insurance for bodily injury, the insurance must be for at least ten million dollars [s 104(2)].

## OFFICERS OF THE CORPORATION

A community corporation must have a presiding officer, a secretary and a treasurer, who are appointed by ordinary resolution [s 76(1)]. Normally, these officers must be lot owners [s 76(2)]. If the scheme has ten or less lots, one person may hold two or all of these positions, and if the scheme has more than ten lots, one person may hold up to two of these positions [s 76(3)].

An officer can be appointed for up to a year, with all positions becoming vacant no later than the next annual general meeting of the corporation [s 76(6)].

If a vacancy arises in any of the positions, the position can either be filled at a general meeting, or, if the corporation has a management committee, the committee may, by ordinary resolution, appoint a lot owner to fill the vacancy [s 92].

A vacancy will arise before the annual general meeting if the officer:

- resigns in writing to the secretary, or, in the case of the secretary, to the presiding officer [s 76(7)(e)]
- dies or sells their lot [ss 76(7)(a), (c)]
- becomes bankrupt or applies to take the benefit of a law for the relief of insolvent debtors [s 76(7)(f)]
- is convicted of an indictable offence (an offence that may be heard before a jury) or is imprisoned for any offence [s 76(7)(g)].

An officer may be removed by special resolution of the corporation (not the committee) on the grounds of misconduct, or neglect of duty, or incapacity or failure to carry out satisfactorily the duties of the office [ss 76(7)(h), (8)].

## Delegation

A community corporation may appoint or engage a person to assist the presiding officer, treasurer or secretary [s 76(9)].

## Secretary

The secretary of a community corporation has the following functions [reg 26A]:

- to prepare and distribute minutes of meetings of the corporation and submit a motion for confirmation of the minutes of any meeting of the corporation at the next such meeting
- to give, on behalf of the members of the corporation and the management committee, the notices required to be given under the Act
- to answer communications addressed to the corporation
- to convene meetings of the management committee
- to attend to matters of an administrative or secretarial nature in connection with the exercise, by the corporation or the management committee, of its functions.

General meetings and committee meetings can also be convened by members of the corporation and other officers (see **Management Committee** and **General Meetings** below).

## Treasurer

The treasurer of a community corporation has the following functions [reg 26A]:

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

## Liability of officers

Where a provision of the Act authorizes or requires an officer of a community corporation to certify as to any matter or thing, the officer incurs no civil or criminal liability in respect of an act or omission in good faith in the exercise of that function. A liability that would, but for this rule, attach to an officer attaches instead to the corporation. [s 151A]

## RECORDS

The corporation has a responsibility to maintain proper records, and to keep them in an orderly manner so they can be found easily for the purposes of inspection or copying [reg 23(2)].

### Register of names

A community corporation must maintain a register of the names of the lot owners, showing the owner's last contact address, telephone number and email address known to the corporation, and the owner's lot entitlement [s 135(1)], and must keep any information in the register for 7 years [reg 22].

The by-laws of corporations with only two or three lots may exempt the corporation from the requirement to maintain a register of names of lot owners [ss 35(1)(e), (2)].

### Accounting documents, records and statements

The corporation must keep the following documents [reg 23(1)] for 7 years [reg 23(3)(b)]:

- receipts for the expenditure of money
- passbooks, deposit books and all other documents providing evidence of the deposit or investment of money
- bank statements and all other documents providing evidence of dealing with money invested or on deposit.

The corporation must make accounting records of its receipts and expenditure [s 136] and keep the records for 7 years [reg 23(3)(b)]. However, the by-laws of corporations with only two lots may exempt the corporation from the requirement to prepare accounting records [s 35(1)(b)].

A corporation must ensure that a statement of accounts is prepared for each accounting period [s 137], and must keep each statement of accounts for 7 years [reg 23(3)(c)]. However, the by-laws of corporations with only two lots may exempt the corporation from the requirement to prepare an annual statement of accounts [s 35(1)(b)].

### Notices, orders and correspondence

The corporation must make a record of notices and orders served on the corporation and keep the notices and orders for 7 years [s 136, reg 23].

Notices of meetings of the corporation and its management committee must be kept for 7 years [s 136, reg 23(3)(f)].

Copies of correspondence received or sent by the corporation must be kept for 7 years [s 136, reg 23(3)(e)].

## Minutes

Minutes of meetings must be kept for 30 years [s 136, reg 23(3)].

## ACCESS TO INFORMATION

### Insurance policies

A lot owner, a mortgagee of a lot, or a prospective owner or mortgagee of a lot may request to see any or all of the insurance policies currently held by the corporation [s 108]. No fee is applicable.

If the applicant wishes to have copies of the current insurance policies under s 139(1)(b), a small fee applies [reg 25(1)(b)]. See the *Community Titles Regulations 2011* to determine the relevant fee that applies. The corporation must make the information available within five business days after the request [ss 108, 139]. Failure to do so is an offence with a maximum penalty of \$500.

### Bank statements

On the request of a lot owner, a corporation that does not have a body corporate manager must provide the lot owner with quarterly bank statements for all accounts maintained by the corporation, and must continue to provide the statements until the person ceases to be an owner or revokes their application [s 139(1a)]. Failure to do so is an offence with a maximum penalty of \$500. If a corporation has a manager, application can be made to the manager for quarterly financial statements (see **Body Corporate Managers: Duties of managers**).

### By-laws

The corporation must make available up-to-date copies of the by-laws that owners and occupiers of lots, prospective purchasers of a lot or someone considering entering into any other transaction in relation to a lot may inspect or purchase [s 44(1)].

No fee may be charged for inspection of the by-laws [s 44(2)]. The maximum fee a corporation may charge for buying a copy of the by-laws is set out in the *Community Titles Regulations 2011* sch 2. Copies of by-laws can also be obtained from the Lands Titles Office for the regulated fee. [*Community Titles Regulations 2011* sch 2]

### Other information in relation to a lot or the corporation

A lot owner, a mortgagee of a lot, or a prospective owner or mortgagee of a lot (or someone on their behalf) may apply to the corporation for access to the following information or documents [s 139(1)]. The information or documents must be provided within five business days after the request [s 139(1)]. Failure to do so is an offence

with a maximum penalty of \$500. The corporation may reduce or waive any of the specified fees [reg 25(3)].

**INFORMATION TO BE PROVIDED:**

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

If the applicant is a lot owner, no fee applies [reg 25(1)(a)(i)]. If the applicant is a mortgagee of a lot, or a prospective owner or mortgagee of a lot, a regulated fee applies [reg 25(1)(a)(ii)].

**COPIES OF DOCUMENTS TO BE PROVIDED:**

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

See the *Community Titles Regulations 2011* to determine the relevant fee that applies [reg 25(1)(b)].

**DOCUMENTS TO BE MADE AVAILABLE FOR INSPECTION:**

- a copy of the accounting records of the corporation
- the minute books of the corporation
- a copy of any contract with a manager
- the register of lot owners.

No fee applies to inspecting a copy of the contract with a manager or the register of lot owners.

If the applicant is a lot owner, no fee applies to inspect accounting records or minutes [reg 25(1)(c)(i)]. If the applicant is a mortgagee of a lot, or a prospective owner or mortgagee of a lot, a regulated fee applies for each application [reg 25(1)(c)(ii)] in relation to accounting records and minutes.

# By-laws (Rules)

Unlike the *Strata Titles Act 1988* (SA), the *Community Titles Act 1996* (SA) does not include a standard set of by-laws. The *Community Titles Act 1996* (SA) requires developers of community schemes to draft individual by-laws (ss 12, 34) which reflect the nature of the particular scheme [(s 11(4))]. The by-laws must cover the administration, management and control of the common property; regulate the use and enjoyment of common property; and regulate the use and enjoyment of community lots to give effect to the scheme description [s 34(2)].

In relation to buildings and other structures on community lots, the by-laws may also regulate issues such as position, design, dimensions, construction, appearance, maintenance and repair [ss 34(3)(a)(i)-(ii)]. Landscaping and the appearance of community lots can be covered in the by-laws [ss 34(3)(a)(iii), (b)], and requirements or restrictions on the use of community lots can be imposed to prevent interference with the use and enjoyment of other lots [s 34(3)(c)].

The by-laws cannot be inconsistent with the scheme description (if any) or development contract (if any) of the scheme or, if there are higher levels above the scheme, the by-laws, scheme description or development contract of those schemes [s 41].

## THOSE BOUND BY THE BY-LAWS

The by-laws are binding on the community corporation, the owners and occupiers of the community lots and the development lot or lots (if any) comprising the scheme, and persons entering the community parcel [s 43(1)].

## VARIATION OF THE BY-LAWS

The by-laws may be varied by special resolution of the corporation [s 39], except in the case where the corporation wishes to change the number of votes that may be cast in respect of each community lot, when a unanimous resolution is needed [s 87(2)]. If the by-laws are varied, the variation must be lodged with the Lands Titles Office within 14 days of passing the resolution to vary the by-laws [s 39(2)]. The variation only takes effect when the lodged variation is filed with the community plan by the Registrar-General [s 40(2)].

## WHAT CANNOT BE IN THE BY-LAWS

### Dealing with a community lot

A corporation cannot prevent or restrict a lot owner from selling or leasing their lot, or allowing someone to live in their lot, or mortgaging, or otherwise dealing with their lot [s 37(1)(a)]. An exception to this rule is that the by-laws may prevent or restrict the owner of a lot from leasing or granting rights of occupation in respect of the lot for valuable consideration (that is, when the occupier will be paying rent or a fee) for a period of less than two months [s 37(2)(a)].

### Monetary obligations

The by-laws may not impose a monetary obligation on the owner or occupier of a lot except where:

- the by-law provides for the exclusive use of part of the common property [s 37(1)(b)] or
- the by-law deals with a lot owner's responsibility to pay an insurance premium, where the by-laws authorize or require the community corporation to act as agent for the owner in arranging the insurance policy [s 37(2)(b)].

### Access to a lot

The corporation may not prevent access by the owner or occupier or other person to a lot [s 37(1)(c)].

### Assistance dogs and therapeutic animals

The by-laws may not prevent an occupier of a lot who has a disability from having and using an assistance dog, or a therapeutic animal [s 37(1)(d)]. Similarly, a visitor to a lot who has a disability may not be prevented from using their assistance dog or therapeutic animal [s 37(1)(e)].

- For the definition of 'disability', see s 5(1) *Equal Opportunity Act 1985* (SA).
- An 'assistance dog' is an accredited guide dog or hearing dog, or a disability dog under the *Dog and Cat Management Act 1995* (SA) [s 5(1) *Equal Opportunity Act 1985* (SA)].
- A 'therapeutic animal' is an animal, other than an assistance dog, certified by a medical practitioner as being required to assist a person as a consequence of the person's disability [s 88A *Equal Opportunity Act 1985* (SA)].

## BY-LAWS THAT REDUCE THE VALUE OF A LOT OR UNFAIRLY DISCRIMINATE AGAINST A LOT OWNER

Any by-laws that reduce the value of a lot or unfairly discriminate against a lot owner may be struck out by order of the Magistrates Court or the District Court [s 38(1)]. The application to strike out the by-law must be made by a person who was a lot owner, which includes

a person who has contracted to purchase the lot, when the by-laws came into force. The application must be made within three months after the person (or either or any of the lot owners where the lot is owned by two or more persons) first knew, or could reasonably be expected to have known, that the by-laws had been made [s 38(2)]. An application to strike out a by-law would normally be made to the Magistrates Court as a minor civil action under s 142. If the matter were particularly complex or significant [s 142(5)], a lot owner could seek the permission of the District Court to commence proceedings there [s 142(3)]. Alternatively, the District Court could agree to transfer proceedings begun in the Magistrates Court to the District Court [s 142(4)].

## BREACHES OF THE BY-LAWS

If it is claimed that a lot owner or occupier (for example, a tenant) of a lot is in breach of the by-laws, the corporation may request that the person either do what is required under the by-laws, or stop doing what is not allowed under the by-laws. If the person continues to breach the by-laws, mediation may be sought. A penalty may be imposed by the corporation if there is provision for this in the by-laws. If necessary, the matter may be taken to the Magistrates Court (see **Disputes**).

## Penalties for breaching the by-laws

The by-laws of a strata corporation may impose a penalty of up to \$500 for contravention of or failure to comply with any by-laws [ss 34(3)(e), (9)]. If all the units in the scheme are non-residential, the penalty may be up to \$2 000 [s 34(9)]. These fines may be imposed on members of the community corporation, occupiers, visitors or any other person entering the community parcel [s 43].

If the by-laws state that the corporation 'may impose a penalty of up to \$500' for a breach of the by-laws, this does not mean that any penalty must be \$500. A corporation should ensure that the amount of any penalty imposed is reasonable in relation to the nature and extent of the breach. The amount of a penalty could be disputed in the Magistrates Court if it could be argued to be oppressive, unreasonable or unjust [s 142(1)] (see **Disputes**).

Note that it is the *corporation* that may impose a penalty for an alleged breach. If a corporation has a management committee, the management committee may act for the corporation. Thus, a duly called meeting of either the corporation or the management committee will be needed to impose a penalty for an alleged breach of the articles. A body corporate manager cannot impose a penalty for an alleged breach of the articles, although a manager may be given the power to issue and sign any penalty notice [see **Body Corporate Managers: Appointing a manager**].

## Notice of a penalty

The corporation must give notice of the imposition of a penalty using Form 11 of the *Community Titles Regulations 2003* (SA). The form is set out below.

## FORM 11 - PENALTY NOTICE

### Section 34(6)(c)(i) of Act

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

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

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

If you do not pay the penalty as required by this notice, the penalty is recoverable from you by the corporation as a debt. If this notice is served on you as the owner of a community lot, the penalty may be recovered by the corporation under section 114 of the *Community Titles Act 1996* (SA) (and interest will be payable on the penalty amount in the same way as if it were such a contribution).

Under section 34(6) of the Act you are entitled to apply to the Magistrates Court for revocation of this notice.

The application must be made within 60 days after service of this notice. If you make such an application, the penalty specified in this notice is not payable unless the application is withdrawn or otherwise discontinued by you, or is dismissed or refused by the Court (and, in such a case, the penalty will be payable on the date on which the application is so withdrawn, discontinued, dismissed or refused or on the date for payment specified in the notice, whichever occurs later).

## Time for payment of a penalty

The date set for payment of the penalty must be at least 60 days after the date the notice is served [s 34(6)(c)(ii)].

## Non-payment of a penalty

If the penalty is not paid in time, the corporation may recover the amount as a debt. If the notice has been given to a tenant or a visitor, then, ultimately, action can be taken in the Magistrates Court (minor civil action jurisdiction) to recover the debt. If the notice has been given to the owner of a community lot, the penalty may be recovered by the corporation as if it were a contribution payable to the corporation, and interest will be payable on

the penalty amount in the same way as if it were such a contribution. [s 34(6)(d)]

### **Applying to revoke a penalty notice**

A person who has received a penalty notice may, within 60 days after service of the notice, apply to the Magistrates Court for revocation of the notice [s 34(6)(e)]. A representative of the corporation will be required to attend the hearing and will have to show that, on the balance of probabilities, the person committed the alleged breach [s 34(6)(f)].

When an application to revoke a penalty is made, the requirement to pay the penalty is suspended until the matter is resolved [s 34(6)(g)].

The Court must revoke the penalty if it is not satisfied that the person breached the by-laws as alleged, or if it is satisfied that the alleged breach is trifling [s 34(6)(e)].

A breach may be regarded as 'trifling' if the circumstances surrounding the breach were such that the person ought to be excused from the imposition of a penalty on any of the following grounds [s 34(7)]:

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

### **Challenging the amount of the penalty or time to pay**

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

# General Meetings

A general meeting of owners must be held within three months of the commencement of a primary community corporation's end of financial year [s 82(1)]. This meeting is referred to as the 'annual general meeting'. The annual general meeting of a secondary or tertiary community corporation must be held within six months after the commencement of each financial year [s 82(2)].

However, the by-laws of a corporation with only two lots may say that an annual general meeting does not have to be held [s 35(1)(a)].

The rules about calling general meetings apply to both the annual general meeting and any other general meeting of owners.

A general meeting may be called by [s 81(1)]:

- the presiding officer, treasurer or secretary of the corporation
- any two members of the management committee
- a member or members of the corporation the value of whose lot entitlement or combined lot entitlements is 20 per cent or more of the aggregate value of all the lot entitlements
- a member or members of the corporation who holds, or who together hold, 20 per cent or more of the total number of community lots in the scheme, or
- on the order of the Magistrates Court following an application under s 141 (see **Disputes**).

At least fourteen days written notice of a general meeting must be given [s 81(2)]. The notice must set out the day, time and place of the meeting, and the meeting agenda [ss 81(2), (4)].

The day, time and place of the meeting must be reasonably convenient to a majority of the members of the corporation [s 81(3)].

## AGENDA

The agenda of every general meeting must include [s 81(5)]:

- the text of any unanimous or special resolutions to be moved at the meeting

- a motion confirming the minutes of the previous general meeting.

In the case of the first statutory general meeting, the agenda must also include [s 80(2), reg 15]:

- the appointment of the presiding officer, treasurer and secretary
- the custody of the corporation's common seal and the manner of its use
- the corporation's recurrent and non-recurrent expenditure in its first financial year and the amount to be raised by contributions from owners of community lots to cover that expenditure
- the appointment of an auditor of the corporation's accounts in its first financial year or a special resolution that the accounts for that year need not be audited
- whether the policies of insurance taken out by the developer are adequate
- whether the corporation should establish a management committee
- the delegation of functions and powers by the corporation
- whether the by-laws of the scheme need amendment.

In the case of all subsequent annual general meetings, the agenda must also include [s 81(5)(d), reg 16]:

- presentation of the accounts for the previous financial year
- contributions to be paid by members for the current financial year
- presentation of copies of the corporation's insurance policies required by the Act (see **Community Corporation: Insurance**)
- presentation of any expenditure statements required by the Act (see **Financial Management**)
- if the corporation must have its annual statement of accounts audited (see **Financial Management**), the appointment of an auditor of the accounts for the current financial year
- the appointment of the presiding officer, treasurer and secretary of the corporation
- other appointments to be made or revoked by the corporation at the meeting
- discussion of the policies of insurance required by the Act to be held by the corporation
- the number of applications for relief made under Part

14 of the Act (see **Disputes**) and the nature of the claims or disputes the subject of those applications

- if it is proposed to enter into a contract, or renew or extend a contract, with a body corporate manager
  - > the text of the resolution to enter into, or renew or extend, the contract, and
  - > where and when a copy of the contract or proposed contract and the explanatory pamphlet (see **Body Corporate Managers**) can be viewed or obtained by members of the corporation
- proposed controls on expenditure by delegates of the corporation.

## QUORUM

To work out the quorum required for a general meeting, divide the total number of members entitled to attend and vote (see **Voting at General Meetings**) by two, ignoring any fraction resulting from the division, and add one [s 83(4)].

Members may be present in person or by proxy or, if applicable, via remote communication (see below).

If a quorum is not present, the meeting must be adjourned for at least 7 days, but no more than 14 days, and written notice given to members of another meeting. If a quorum is not present at the second meeting, those present are entitled to work as a 'quorum', which means they can legally make decisions. [ss 83(5), (6)]

## ATTENDANCE BY REMOTE COMMUNICATION

The by-laws of a corporation may make provision for attendance and voting at meetings by members by means of telephone, video-link, Internet connection or any similar means of remote communication. If the member complies with the requirements in the by-laws, they may attend and vote at a meeting by remote communication. [s 83(6a), reg 16A(3)(a)]

Alternatively, a member may request the secretary of the corporation, in writing, to attend and vote at the meeting by means of remote communication. If the secretary of the corporation makes the necessary arrangements to receive and record the member's attendance and voting at the meeting by remote communication, and the member complies with any requirements of the secretary in relation to the request, then the member may attend and vote at the meeting by remote communication. [s 83(6a), reg 16A(3)(b)]

A corporation is under no obligation to provide facilities for remote communication to members [s 83(6a)].

## CHAIRING OF GENERAL MEETINGS

### Presiding officer as chair

Generally, the corporation's presiding officer must chair meetings of the corporation [s 83(1)]. However, if the presiding officer is not present, another person at the meeting may be appointed to chair [s 83(3)]. Further, a motion may be moved at a meeting to allow the corporation's manager, or an employee of the manager, to chair. In this case, strict requirements must be followed.

### Body corporate manager as chair

If it is proposed that the corporation's manager, or an employee of the manager, will chair a meeting of the corporation, a majority of those present and entitled to vote at the meeting must agree to this [s 83(3a)].

In addition, if it is proposed that the manager or their employee chair the meeting, the manager or employee must inform the meeting, before any vote is taken [reg 16A(2)]:

- of any proxies the manager holds for the meeting, and that the proxies are available for inspection (in accordance with the rules for proxy voting)
- that the manager may only chair the meeting if a majority of those present and entitled to vote agree
- that the manager may only vote on the question of who is to chair the meeting if the manager holds proxies specifically allowing them to vote on this
- that he or she has no right to prevent any member from moving or voting on any question or motion.

### Disclosure of interest by chair

Any person chairing a meeting who has a direct or indirect pecuniary interest in any matter to be voted on at the meeting must disclose the nature of the interest to the members present at the meeting before the vote is taken, even if they themselves cannot or are not voting on the matter. Failure to do so is an offence with a maximum penalty of \$15 000. [s 85(2a)]

# Voting at General Meetings

The owner of a community lot is entitled to attend general meetings of the corporation, and is entitled to vote if there are no outstanding amounts payable to the corporation in respect of the lot [ss 84(1), (14)]. Lot owners generally have one vote [s 87(1)(a)]. However if the scheme is for commercial purposes this may be varied within the by-laws [s 87(1)(b)].

Where there is more than one owner of a lot and one of them has not been formally appointed to vote on behalf of all the owners (see **Proxy voting where there is more than one owner of a lot**), then [s 84(7)]:

- if only one of the owners attends a meeting, the vote is exercisable by that person
- if two or more of the owners attend a meeting, the vote is exercisable by one of them in accordance with an agreement between all the owners attending the meeting but, if there is no such agreement, none of them is entitled to vote.

The Act limits the voting power of the developer of a community scheme who owns one or more community lots. The developer is the person who was the registered proprietor of the land that now comprises the community parcel immediately before the lodgement of the plan of community division [s 3(1)]. The number of votes cast by the developer, and anyone 'associated' with the developer according to s 4(2), may not exceed the total of votes cast by other community corporation members [s 87(3)]. This is designed to prevent developers changing scheme descriptions and development contracts.

The owner of a development lot is not entitled to attend or to vote at general meetings in their capacity as the owner of that lot [s 84(2)].

## DISCLOSURE OF INTEREST

A lot owner who attends and is entitled to vote (other than as a nominee) at a meeting of a community corporation and who has a direct or indirect pecuniary interest in any matter to be voted on at the meeting must disclose the nature of the interest to the members present at the

meeting before the vote is taken [s 85(2a)(a)]. Failure to do so is an offence with a maximum penalty of \$15 000.

Similarly, anyone who presides at a meeting of a community corporation and who has a direct or indirect pecuniary interest in any matter to be voted on at the meeting must disclose the nature of the interest to the members present at the meeting before the vote is taken [s 85(2a)(b)]. Failure to do so is an offence with a maximum penalty of \$15 000.

An owner of a community lot is not obliged to disclose an interest held in common with all of the owners of the community lots [s 85(2b)].

## ABSENTEE VOTES

A lot owner may exercise an absentee vote by giving the secretary of the corporation written notice of the proposed vote at least six hours before the meeting [s 84(11)].

## WRITTEN BALLOTS

A lot owner attending a meeting of the corporation may demand a written ballot on any question [s 84(12)].

A person attending a meeting via remote communication such as telephone [s 83(6a), reg 16A(3)] may participate in a written ballot if it is provided for in the corporation's by-laws, or if approved and arranged by the secretary. If the situation of a written ballot is not covered in the by-laws or arrangements this may prevent someone attending via remote communication from participating in a written ballot. However, the person presiding at a meeting has the power to manage a written ballot as they think fit [s 84(13)].

## PROXY VOTING

A copy of each proxy nomination and any general power of attorney appointing a proxy applying in relation to a meeting must be made available by the secretary of the corporation (or, in the case of a nomination relating to the first statutory general meeting, the person initially presiding at the meeting) for inspection by persons attending the meeting before any matter is voted on at the meeting [s 85(10a)]. Failure to do so is an offence with a maximum penalty of \$500.

### Proxy voting where there is one owner of a lot

A member may appoint another person to vote on their behalf [s 84(3)]. Even if a proxy nomination has been made, a member may attend and vote at meetings on his or her own behalf [s 84(5)(g)].

A proxy nomination is effective for a period of 12 months or such lesser period as may be specified in the written notice of nomination [s 84(5)(f)]. However, the nomination may be revoked earlier at any time by the

lot holder, by giving written notice to the secretary; any contract or agreement purporting to prevent revocation is unenforceable [s 84(5)(e)].

In addition, if the corporation's manager, or an employee of the manager, is nominated as a proxy, the nomination ceases to have effect on the person ceasing to be the corporation's manager or an employee of the manager [s 84(6a)].

A member may specify conditions on the proxy nomination [s 84(5)(c)], for example, how the proxy is to vote on certain matters.

The nomination of a person as a proxy of a member must [s 84(5)]:

- be sent in writing to the secretary of the corporation (except for the first statutory general meeting, when written notice must be given to the person initially presiding at the meeting), and
- specify whether the nominated person is nominated to attend and vote:
  - > at all meetings, and in relation to all matters, on behalf of the lot holder, or
  - > only at specified meetings, or in relation to specified matters, on behalf of the lot holder
- if the proxy is required to vote in a particular way on a matter in which the owner has a direct or indirect pecuniary interest (other than an interest that the owner has in common with all the owners of the community lots), specify the nature of the owner's pecuniary interest.

Failure to comply with these requirements will invalidate the nomination [s 84(5a)].

#### **APPOINTMENT OF A PROXY BY GENERAL POWER OF ATTORNEY**

If an owner appoints a person as their attorney under the *Powers of Attorney and Agency Act 1984* (SA) specifically for the purpose of attending and voting at meetings, or specified meetings, of the community corporation, the appointment is effective for a period of 12 months or such lesser period as may be specified in the power of attorney, unless the power of attorney is revoked earlier [s 85(9a)].

If such a general power of attorney appoints a body corporate manager as the owner's proxy, a copy of the instrument of appointment must be given to the secretary of the corporation before the meeting, or the first of the meetings, to which it relates [s 85(9b)].

#### **Proxy voting where there is more than one owner of a lot**

Where there is more than one owner of a lot, a person (who may, but need not, be one of the owners) may be nominated

by all of the owners to vote on their behalf [s 84(4)].

The owners may specify conditions in relation to the nomination [s 84(6)(ba)].

The nomination of a person as a proxy of multiple owners must [s 84(6)]:

- be made by written notice to the secretary of the corporation by all of the owners of the lot
- specify the meeting or meetings to which it relates
- if a specified condition requires the nominated person to vote in a particular way in relation to a matter in which an owner has a direct or indirect pecuniary interest (other than an interest that the owner has in common with all the owners of the community lots), specify the nature of the owner's pecuniary interest.

The nomination may be revoked at any time by one of the owners by written notice to the secretary [s 84(6)(c)].

If the corporation's manager, or an employee of the manager, is nominated as a proxy, the nomination ceases to have effect on the person ceasing to be the corporation's manager or an employee of the manager [s 84(6a)].

#### **DISCLOSURE OF INTEREST BY A PROXY** **Declaration of a member's interest**

If the nomination declares a lot owner's pecuniary interest in a matter (because the proxy is required to vote in a particular way in relation to the matter and the member has a direct or indirect pecuniary interest in the matter [see above: s 84(5)(d); s 84(6)(bb)]), then the proxy must declare the member's interest before the vote is taken [s 85(1)(b)]. Failure to declare the member's interest is an offence with a maximum penalty of \$15 000.

#### **Declaration of a proxy's interest to the meeting**

Similarly, if the proxy has a direct or indirect pecuniary interest in any matter to be voted on at the meeting, they must disclose the nature of the interest to the members present at the meeting before the vote is taken [s 85(1)(a)(ii)]. Failure to do so is an offence with a maximum penalty of \$15 000.

#### **Declaration of a proxy's interest to the person who nominated them**

If a proxy has a direct or indirect pecuniary interest in any matter to be voted on at a meeting, they must, if it is practicable to do so, disclose the nature of the interest to the person who nominated them before the vote is taken. If this is not practicable, they must disclose the nature of the interest to the person who nominated them as soon as practicable after the vote is taken. Failure to do so is an offence with a maximum penalty of \$15 000. [s 85(1)(a)(i)]

# Types of Resolutions

## ORDINARY RESOLUTIONS

An ordinary resolution is one passed at a properly convened meeting of the corporation by a simple majority of the votes of members present and voting on the resolution [s 3(1)]. Decisions of a corporation are made by ordinary resolution unless the Act or by-laws specify otherwise.

## SPECIAL RESOLUTIONS

A special resolution is required to:

- vary the by-laws [ss 12(2), 39], except when the variation relates to the number of votes that may be cast in respect of each lot, when a unanimous resolution is needed
- allow an occupier of a lot who has been given exclusive use of part of the common property under s 36(1) to erect a building or install a fixture on the part of the common property of which they have exclusive use, or alter that part of the common property in any other way [s 36(4)]
- vary or end a development contract [s 50(2)]
- erect a building on or make any other improvements to (apart from establishing lawns or gardens) the common property [ss 75(3), (1)(c)]
- remove the presiding officer, treasurer or secretary from office [s 76(7)(h)]
- decide that the accounts for the corporation's first financial year need not be audited [s 80(2)(d)]
- revoke a decision that was originally required to be made by special resolution [s 89(2)]
- in relation to a strata scheme (except one solely or predominantly for non-residential purposes), authorize the erection, alteration, demolition or removal of a building, or changes to the external appearance of a building [s 102(1)]
- authorize acquisition of property (other than a freehold or leasehold interest in land) worth less than \$5,000 [s 112(3)(b), reg 18(2)(b)]
- dispose of excess funds in the administrative fund or the sinking fund [s 117]
- exceed the prescribed limitation on the corporation's expenditure [s 119, reg 21].

Special resolutions must be proposed by at least 14 days written notice to all community lot owners, including the text of the proposed resolution and the reasons for the proposed resolution [s 3(1), reg 2(2)].

### When there are only two community lots

When there are only two lots, both owners must agree to achieve a special resolution [s 3(1)].

### When there are three community lots

When there are three community lots and the owner of each lot is entitled to one vote, a special resolution is achieved if the resolution is passed at a properly convened meeting of the corporation at which either no vote, or only one vote, is cast against the resolution [s 88].

### When there are four or more community lots

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

## SPECIAL RESOLUTION EXAMPLE 1

**Example:** There are 60 lots and 31 lot owners attend, in person or by proxy or via remote communication (31 is the minimum required for a quorum).

If the number of lots is 60,

**then:** the total number of votes that could be cast at a meeting at which all lot owners are present and entitled to vote is 60

**and:** 25% of 60 = 15

**thus:** for the resolution to pass, only 15 votes may be cast against it.

Assuming the meeting has been validly called and 31 of the 60 lot owners are present,

**then:** 16 votes are required for the motion to pass (majority vote), and the motion fails if more than 15 vote against it.

result of vote	against	for	abstain
Pass	15	16	0
Fail	15	15*	1
	16	15	0

*\* Even though there are only 15 votes against, 15/31 votes in favour is not enough to pass the resolution.*

## SPECIAL RESOLUTION EXAMPLE 2

**Example:** There are 60 lots and 40 lot owners attend, in person or by proxy or via remote communication.

If the number of lots is 60,

**then:** the total number of votes that could be cast at a meeting at which all lot owners are present and entitled to vote is 60

**and:** 25% of 60 = 15

**thus:** for the resolution to pass, only 15 votes may be cast against it.

Assuming the meeting has been validly called and 40 of the 60 lot owners are present,

**then:** 21 votes are required for the motion to pass (majority vote), and the motion fails if more than 15 vote against it.

result of vote	against	for	abstain
Pass	15	25	0
	15	21	4
Fail	14	20*	6
	15	20**	5
	16	20	4
	16	24	0

*\* Although there are only 14 votes against, 20/40 votes is not enough to pass the resolution.*

*\*\* Although there are only 15 votes against, 20/40 votes is not enough to pass the resolution.*

## UNANIMOUS RESOLUTIONS

A unanimous resolution is achieved if the resolution is passed without any dissenting (opposing) vote; that is, nobody must vote against the resolution.

The resolution must be proposed by at least 14 days written notice to all community lot owners, including the text of the proposed resolution and the reasons for the proposed resolution [s 3(1), reg 2(3)].

Any lot owner who does not attend (or send a proxy to vote), or attends and chooses not to vote, is not counted as a dissenting vote.

Unanimous resolutions are required to:

- decide to apply to the Registrar-General to amend the schedule of lot entitlements [s 21(3)]
- amend the scheme description [s 31]
- decide to apply for the amendment of a deposited community plan, when the corporation is the applicant [s 52(2)]
- decide to apply to amalgamate with another community plan [s 60(4)]
- decide to use the common property or the property of the corporation to produce income [s 75(4)(c)]
- vary the number of votes prescribed by the by-laws that may be cast in respect of each community lot [s 87(2)]
- revoke a decision that was originally required to be made by unanimous resolution [s 89(1)]
- decide to apply money received from an insurance claim for purposes other than making good the loss in respect of which the money was paid [s 105]
- grant an easement over the common property, or consent to the extinguishment of an easement that was granted for the benefit of the common property [s 110(1)]
- grant a right to occupy the whole or a part of the common property to the exclusion of all or some of the owners or occupiers of the community lots [s 111(1)]
- authorize acquisition of freehold or leasehold interest in land [s 112(3)(a)]
- authorize acquisition of property (other than a freehold or leasehold interest in land) worth \$5 000 or more [s 112(3)(b), reg 18(2)(a)]
- determine contributions other than on the basis of lot entitlement [s 114(3)]
- exceed the prescribed limitation on the corporation's expenditure [s 119, reg 21]

- in the case of a residential community scheme with not more than 6 community lots, decide not to have the statement of accounts for that financial year audited [s 138(4)(c)].

## WHEN A UNANIMOUS OR SPECIAL RESOLUTION IS NOT OBTAINED

Where a unanimous resolution is necessary but only the votes necessary for a special or ordinary resolution are obtained, or where a special resolution is required but only an ordinary resolution is passed, then a person included in the majority in favour of the resolution may apply to the Magistrates Court or the District Court to have the resolution declared sufficient to authorize the particular act proposed [s 149].

Notice of an application to convert the resolution must be served on every person who voted against the resolution, and every person who was entitled to vote but did not. The court may also order that any other person the court declares to have a sufficient interest in the proceedings be served with notice of the application. The court may direct that any such persons be joined as a party to the proceedings. [s 149]

# Management Committee

The corporation can choose to run all of its business through general meetings or it can, by ordinary resolution [s 90(2)], set up a management committee [s 90(1)] to carry out the functions and perform the duties of the corporation within the limits of the committee's powers [s 92(1)]. The committee cannot delegate its functions or powers, but the corporation can appoint someone, such as a body corporate manager, to assist the committee to carry out its role [s 92(3)].

## POWERS AND RESPONSIBILITIES OF THE MANAGEMENT COMMITTEE

The management committee has full power to transact any business of the corporation [s 92(2)], except that:

- the corporation may impose limitations in the by-laws on what the committee can do [s 92(2)], and
- the committee does not have the power to do anything for which a special or unanimous resolution is required [s 92(4)].

If a management committee is considering a controversial issue, such as raising special levies, it may be sensible to give advance notice of this to all lot owners.

## MEMBERSHIP OF THE MANAGEMENT COMMITTEE

A management committee is appointed by an ordinary resolution at a general meeting of the corporation [s 90(2)]. The corporation's office bearers (presiding officer, treasurer and secretary) must be members of the committee [s 90(3)]. All members of the committee must be natural persons (not, for example, companies) [s 90(3)]. In a residential, or mainly residential, scheme, the members of the management committee must be members of the corporation (lot owners), but, if a body corporate is a lot owner, the person appointed by it to vote at meetings is taken to be a member of the corporation [s 90(4)].

A member can be appointed for up to a year, with all positions becoming vacant no later than the next annual general meeting of the corporation [s 91(1)].

A vacancy will arise before the annual general meeting if the member:

- is an office bearer and ceases to be an office bearer [s 91(2)(d)]

- resigns in writing to the secretary [s 91(2)(e)] (note that an office bearer may not resign from the committee while continuing to act as an office bearer)
- dies or sells their lot [ss 91(2)(a), (c)]
- becomes bankrupt or applies to take the benefit of a law for the relief of insolvent debtors [s 91(2)(f)]
- is convicted of an indictable offence (an offence that may be heard before a jury) or is imprisoned for any offence [s 76(7)(g)].

A member may be removed by ordinary resolution of the corporation (not the committee) on the grounds of misconduct, or neglect of duty, or incapacity or failure to carry out satisfactorily the duties of the office [ss 91(2)(h), (3)].

If there is a casual vacancy in the membership of the committee, the management committee may appoint a suitable person to fill the vacancy [s 97].

## Duty of honesty

A committee member must at all times act honestly in the performance of their duties. Failure to do so is an offence with a maximum penalty of \$4 000, or, if an intention to deceive or defraud is proved, \$15 000 or four years imprisonment [s 96(1)].

A committee member must not make improper use of their official position to gain a personal advantage for themselves or another. Doing so is an offence with a maximum penalty of \$15 000 or four years imprisonment [s 96(2)].

## Immunity of committee members from liability

A committee member is not personally liable for an act or omission while acting, or purportedly acting, as a committee member unless the act or omission was dishonest or negligent [s 99(1)]. The corporation is liable for the acts or omissions of committee members, except in the case of dishonesty or negligence [s 99(2)].

## MEETINGS OF THE MANAGEMENT COMMITTEE

A management committee must keep minutes of its meetings [s 94(7)].

A management committee meeting may be called by the presiding officer, treasurer or secretary, or by any two members of the committee [s 93(1)].

At least three days written notice of a management committee meeting must be given [s 93(2)]. The notice must set out the day, time and place of the meeting, and the meeting agenda [ss 93(2), (4)].

The day, time and place of the meeting must be reasonably convenient to a majority of the members of the committee [s 93(3)].

## Chairing

The presiding officer chairs committee meetings, but in the absence of the presiding officer, the members present may appoint another member to chair the meeting [s 94(1)].

## Decisions and disclosure of interest

Decisions of the management committee are made by majority vote [s 94(3)].

It is an offence with a maximum penalty of \$15 000 if a committee member who has a direct or indirect pecuniary interest (apart from an interest arising solely from the fact that the member is also a member of the community corporation [s 95(4)]) in a matter under consideration by the committee does not disclose the nature of the interest to the committee or takes part in any discussions or decisions of the committee in relation to that matter [s 95(1)].

Any disclosure of interest must be recorded in the minutes of the committee [s 95(3)].

## Decisions without meeting

A decision may be made by a committee without meeting if [s 94(6)]:

- written notice setting out the proposed decision is served on every committee member, and
- within seven days after the notice is served on all members of the committee a majority of the members give written notice to the secretary setting out the proposed decision and expressing their agreement with it.

## Proxies

A committee member may appoint another committee member or a member of the community corporation to act as their proxy at a committee meeting that the member is unable to attend [s 94(5)].

## Quorum

To work out the quorum required for a management committee meeting, divide the total number of members of the committee by two, ignoring any fraction resulting from the division, and add one [s 94(2)].

### EXAMPLE 1

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

- divide 5 by 2 (= 2 ½)
- ignore the half (= 2)
- add one (= 3)

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

### EXAMPLE 2

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

- divide 8 by 2 (= 4)
- add one (= 5)

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

# Financial Management

## **SINKING FUND AND ADMINISTRATIVE FUND**

A community corporation must establish a sinking fund (for non-recurrent expenditure only) and an administrative fund (for all other expenditure) [ss 116(1)-(2)]. However, the by-laws of a corporation with only two lots may exempt the corporation from the requirement to have an administrative and sinking fund [s 35(1)(d)].

Non-recurrent expenditure is expenditure for a particular purpose that is normally made less frequently than once a year [s 3(1)]. Recurrent expenditure is expenditure for a particular purpose that is normally made every year or more frequently [s 3(1)].

Money received by a corporation, including contributions of lot owners, must generally be credited to the sinking or administrative fund according to the purpose for which the money will be used [s 116(4)].

## **EXPENDITURE STATEMENTS**

An expenditure statement must be presented by a corporation to each annual general meeting of the corporation. The statement must include [s 113(1)]:

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

Some corporations must also include a forward budget (a 'sinking fund' budget) as part of the expenditure statement.

### **Forward budget (sinking fund budget)**

For corporations with seven to twenty lots, and with improvements on the common property insured for \$100 000 or more, a forward budget must be presented at each annual general meeting, as part of the expenditure statement. The forward budget must include proposed expenditure (other than recurrent expenditure) for a three year period. New information must be

presented about proposed non-recurrent expenditure every three years. [s 113(1)(aa), reg 18A].

For corporations with more than twenty units, and with improvements on the common property insured for \$100 000 or more, the forward budget presented at each annual general meeting must include proposed expenditure (other than recurrent expenditure) for a five year period. New information must be presented about proposed non-recurrent expenditure every five years. [s 113(1)(aa), reg 18A]

### **EXEMPT CORPORATIONS**

Community corporations with six or less community lots and community corporations with buildings and improvements on the common property insured for less than \$100 000 are not required to present a forward budget as part of their expenditure statement at their annual general meeting [reg 18A(3)].

### **AUDIT OF ACCOUNTS**

A community corporation must have its annual statement of accounts audited unless it is exempted from this requirement [s 138(1)].

The auditor must be a registered company auditor within the meaning of the *Corporations Act 2001* (Cth) [s 138(2)]. A member of the corporation and any person who has a personal or pecuniary interest in the results of an audit must not be appointed as auditor [s 138(3)].

### **Exempt corporations**

An annual statement of accounts in respect of a financial year need not be audited in any of the following circumstances.

- If the aggregate of the contributions made or to be made by members of the corporation in respect of that year does not exceed \$20 000 AND the balance standing to the credit of the administrative fund at the commencement of that year does not exceed \$20 000 AND the balance standing to the credit of the sinking fund at the commencement of that year does not exceed \$20 000 [s 138(4)(a), reg 24].
- If all community lots are owned by the same person [s 138(b)].
- If the community scheme consists only of lots used for residential purposes AND there are not more than 6 community lots AND the community corporation, by unanimous resolution, resolves not to have the statement of accounts for that financial year audited [s 138(4)(c)].

- If the by-laws of a community corporation with two lots exempt the corporation from the requirement to have its statement of accounts audited [s 35(1)(c)].

### **Authorizing expenditure**

Depending on the amount the corporation proposes to spend, different types of resolutions are needed in order to authorize the expenditure [s 119, reg 21].

If the proposed expenditure is less than the number of community lots in the scheme x \$2000, an ordinary resolution is required.

If the proposed expenditure is more than the number of community lots in the scheme x \$2000 and less than the number of community lots x \$5000 then a special resolution is required.

If the proposed expenditure is more than the number of community lots in the scheme x \$5000, then a unanimous resolution must be passed to authorize the expenditure.

# Body Corporate Managers

Many corporations choose to appoint a manager to assist in running the affairs of the corporation, or to assist the management committee in carrying out its role.

A manager can only carry out the powers and functions delegated to them by the corporation and stated in the contract appointing them. A manager does not have any powers independent of the corporation. Managers have to act in the best interests of the corporation; if they do not, they can potentially be sued for negligence by the corporation.

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

## APPOINTING A MANAGER

Managers can be appointed at a general meeting by an ordinary resolution [s 78A(3)].

The appointment should specify the powers or functions being delegated to the manager. The delegation may have conditions imposed upon it [s 78A(5)(a)]. Even if a delegation of a function or power has been made, this does not prevent the corporation from carrying out the function or power itself [s 78A(5)(b)].

A community corporation may delegate the following functions and powers to a manager [s 78A(2)]:

- the receipt and holding of money and other personal property on behalf of the corporation
- payment of money on behalf of the corporation
- the preparation of statements of expenditure and proposed expenditure and statements of accounts
- the collection of money due to the corporation
- entering into contracts of insurance with insurers on behalf of the corporation
- maintaining and keeping records on behalf of the corporation

- issuing and signing notices on behalf of the corporation
- preparing minutes of meetings of the corporation
- providing information as required by the Act on behalf of the corporation
- investing money on behalf of the corporation
- arranging for the maintenance and repair of the common property on behalf of the corporation.

A manager cannot be given power to do anything that requires a special or unanimous resolution of the corporation [s 78A(4)].

If it proposed to appoint a manager (or extend or renew a manager's contract) at an annual general meeting, then the agenda for the meeting must include certain items relating to the relevant contract and controls on expenditure [s 81(5)(d), reg 16] (see **General Meetings**).

## Documents to be provided

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

At least five clear days before the date of the meeting at which the corporation is to consider whether or not to enter into a contract with a manager, the manager must make available for inspection by members [s 78B(8), reg 14(1)]:

- a pamphlet setting out the role of the manager and the rights of the corporation
- a copy of the proposed contract, which must have attached to it a copy of the schedule to the policy of professional indemnity insurance maintained by the manager.

## THE PAMPHLET

The pamphlet must specify the rights of the corporation to [reg 14(4)]:

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

## THE CONTRACT

The contract must [s 78B(3), reg 14(3)]:

- be in writing
- specify the term of the contract
- set out the functions or powers to be delegated
- specify the rights of the corporation if it wishes to end the contract after 12 months
- set out the remuneration payable to the body corporate manager in respect of the work performed in exercising the delegated functions or powers, or set out the basis on which such remuneration is to be calculated
- contain a statement verifying that the body corporate manager is insured under a policy of professional indemnity insurance as required by the Act and an undertaking by the body corporate manager that the body corporate manager will maintain that insurance throughout the life of the contract
- contain an undertaking by the body corporate manager that the body corporate manager will allow any member of the corporation to inspect, at any time during ordinary business hours, the records of the corporation in the possession or control of the body corporate manager and specifying how an inspection can be arranged
- have annexed to it a copy of the schedule to the policy of professional indemnity insurance maintained by the manager.

## THE PROFESSIONAL INDEMNITY INSURANCE POLICY SCHEDULE

The professional indemnity insurance policy schedule must state [reg 14(1)]:

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

## DUTIES OF MANAGERS

### Professional indemnity insurance

A manager must have professional indemnity insurance of at least \$1.5 million per claim during a period of 12 months [reg 14(2)]. A corporation's manager must maintain this level of professional indemnity cover while working for the corporation; if not, the manager does not have to be paid for any period of time they were not covered [s 78B(2)(c)].

## Duty to act in the best interests of the corporation

When doing work for the corporation, a manager must [s 78C(2)]:

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

## Disclosure of interest

If a manager, or their employee or agent, has a direct or indirect pecuniary interest in a matter in relation to which they propose to perform delegated functions or powers, the manager must disclose the nature of the interest, in writing, to the corporation before performing the functions or powers [s 78D(1)]. Failure to do so is an offence, with a maximum penalty of \$15 000.

### EXAMPLE 1:

If a manager (or their employee or agent) would receive a commission from a building maintenance company for contracting them to maintain the corporation's common property, the manager would have to inform the corporation in writing about the commission before entering into a contract with the company.

### EXAMPLE 2:

If a manager (or their employee or agent) has an interest in a maintenance company, such as a company set up by the manager, the manager must inform the corporation in writing about the interest before entering into a contract with the company. The relationship between the manager and the company may not be obvious, particularly if the company has an unrelated name.

### EXAMPLE 3:

If a manager (or their employee or agent) is related to a service provider such as a plumber or builder, then the manager must inform the corporation in writing about the relationship before entering into a contract with the service provider.

## Access to records

### CORPORATION RECORDS

A manager who holds records of the corporation must, at the request of any member of the corporation, make those records available for the member to inspect within 10 business days of the request, and provide the member with a copy of any of the records on payment of a fee (the maximum fee is regulated) [s 78D(7), reg 14A(3)]. Failure to do so is an offence with a maximum penalty of \$500.

## THE MANAGER'S DEALINGS WITH THE CORPORATION'S MONEY

If a corporation member requests, a manager must provide the member, on a quarterly basis, with a statement setting out details of the manager's dealings with the corporation's money. The manager must continue to provide the statements until the person ceases to be a member or revokes their request [s 78D(5)]. Failure to provide this information when requested is an offence with a maximum penalty of \$500.

## PROFESSIONAL INDEMNITY INSURANCE POLICY

The body corporate manager must, at the request of any member of the corporation, make a copy of the body corporate manager's policy of professional indemnity insurance available for inspection and copying by the member within three business days of the request [s 78B(9)]. Failure to do so is an offence with a maximum penalty of \$500.

## Trust account audits

Managers or any agent who is authorized by the corporation to receive and hold money on behalf of the corporation are under strict legal obligations. Detailed and complete records must be kept of all financial transactions in relation to the corporation [ss 126(1), (2)] and these records must be kept by the manager or agent for at least five years [s 126(4)]. An audit report of the manager's trust account in relation to a corporation must be forwarded to the secretary of the strata corporation each financial year [s 127(1)(b)]. Any manager or agent who fails to comply with any of these requirements is guilty of an offence with a maximum penalty of \$8 000.

In addition, a statement setting out details of dealings by the manager or agent with the corporation's money must be produced to the corporation upon request by the corporation, and within five business days of the request [s 126(3)]. Failure to do so is an offence with a maximum penalty of \$500.

## ENDING A MANAGER'S CONTRACT

A corporation's contract with a manager must state the term of the contract [s 78B(3)(b)]. If a corporation wishes to end a contract before the end of the term because it believes the manager is not performing well, it would be advisable for the corporation to obtain legal advice. If the corporation believes the manager has breached their duty to act in the best interests of the corporation, or any other duties under the *Community Titles Act 1996* (SA), the corporation is entitled to seek to end the contract. If the corporation and the manager cannot agree about a proposed termination, or the terms of a termination, the dispute resolution process set out in the

Act may be used (see **Disputes**). This process involves making an application to the Magistrates Court (minor civil action jurisdiction).

A corporation may, by ordinary resolution, end a manager's contract that is for a period of over 12 months, which is taken to include any renewal period at the option of the manager, after the contract has run for 12 months. The corporation must give at least 28 days written notice of the termination, although the notice period can be less if agreed in the contract. [ss 78B(4), (5), (7)]

## Return of corporation records and trust money

If a corporation revokes the delegations it has given to a manager (effectively, if the corporation dismisses the manager or if the contract between them is not renewed), then the manager must return all corporation records and trust money within 10 business days of the delegations being revoked [s 78D(6); reg 14A(1)-(2)]. Failure to do so is an offence with a maximum penalty of \$2 000.

Records must either be returned by mail sent by registered post, or be made available for collection [reg 14A(1)].

Trust money must either be returned by electronic funds transfer, or by cheque sent by registered post, or be made available for collection [reg 14A(2)].

# Owners' rights and responsibilities

The key rights of lot owners are contained in the by-laws of the corporation and in provisions of the Act related to access to information (see **Community Corporation: Access to information**).

## RIGHT OF ENTRY in relation to service infrastructure

A lot owner may need to enter a lot in order to set up, maintain or repair service infrastructure. If so, the lot owner wishing to enter must give notice to the other owner [s 146(1)(a)]. Similarly, if a lot owner needs to enter the common property because they have the right to set up, maintain or repair service infrastructure, the lot owner must notify the corporation [s 146(1)(a)], unless they have the right to enter the common property [s 146(2)(c)(i)]. The amount of notice required is whatever is reasonable in the circumstances [s 146(3)].

If the situation is an emergency and there is no time to give notice, then notice need not be given [s 146(2)(a)]. A lot owner may agree that their lot can be entered without notice [s 146(2)(b)], as may the corporation in relation to the common property [s 146(2)(c)(ii)].

If the owner or a person acting on the owner's behalf cannot enter the lot without using force, such force as is reasonable in the circumstances may be used [s 146(4)]. Any damage caused by the use of force must be made good as soon as practicable by the owner, unless the need for force was the result of an unreasonable act or omission on the part of the owner of the lot that was entered [s 146(5)].

## in an emergency

In an emergency, the owner or occupier of a lot may enter another lot or the common property to assist a person on the lot or common property, or to prevent or reduce damage to the lot or another lot or to the common property [s 146(6)].

An owner or occupier who uses force when entering a lot or the common property, or a building on a lot or the common property, to assist in an emergency is not liable

for any damage caused if they acted reasonably in the circumstances [s 146(7)].

## to a lot via common property

A person who is entitled to enter a lot is entitled, where reasonably necessary, to enter the common property in order to gain access to the lot.

## MAINTENANCE AND REPAIRS

Owners of a lot are responsible for the maintenance and repairs of their own property, and must keep the lot, and buildings and improvements on the lot, in good order and condition [s 134(1)], unless the corporation's by-laws have transferred this responsibility to the corporation [s 134(2)]. If owners do not fulfil their responsibilities of maintenance and repair, the community corporation may require the work be done within a set time [s 101(1)(a)] (see **Community Corporation: Powers of the corporation**).

An occupier of a lot must keep the external part of the lot and of any building or other improvement on the lot in a clean and tidy condition [s 134(4)]. If a tenant is occupying the lot and does not fulfil this requirement, the corporation can require the lot owner to remedy the situation [s 101(1)(b)(i)] (see **Community Corporation: Powers of the corporation**).

## INSURANCE

Where support or shelter required by an easement pursuant to the Act is provided by a building situated on a lot, the owner of the lot must insure the building against risks that a normally prudent person would insure against for the full cost of replacing the building with new materials and must insure against incidental costs such as demolition, site clearance and architect's fees [s 106(1)]. Failure to do so is an offence with a maximum penalty of \$15 000.

A lot owner who is required to insure a building under s 106(1) must provide a photocopy of the current certificate of the insurance that they have taken out to the community corporation as soon as practicable after taking out the policy and after any subsequent change to the terms and conditions of the policy [s 106(2)(a), reg 17]. Failure to do so is an offence with a maximum penalty of \$500.

A lot owner must also provide a photocopy of the current certificate of the insurance policy to another owner or prospective owner, or the registered mortgagee or prospective mortgagee, of a community lot or a development lot that benefits from the easement. The copy must be provided within five business days after the making of the request [s 106(2)(b), reg 17]. Failure to do so is an offence with a maximum penalty of \$500.

## COMPLIANCE WITH THE BY-LAWS

Lot owners have certain responsibilities as outlined in the corporation's by-laws, with which they are required to comply [s 43(1)]. The corporation may require and enforce work on a lot to remedy a breach of the corporation's by-laws, even if the breach was by a former lot owner, an occupier (tenant) or former occupier [s 101(1)(b)(i)] (see **Community Corporation: Powers of the corporation**).

## NON-INTERFERENCE

An owner or occupier of a lot must not use, or permit the use of, the lot or the common property in a way that causes a nuisance or interferes unreasonably with the use or enjoyment of another lot or the common property [s 133].

An owner or occupier of a lot must not interfere, or permit interference, with support or shelter provided for another lot or for the common property [s 132(1)], or with the service infrastructure or a service provided by means of the service infrastructure in a way that may prejudice the use or enjoyment of another lot or the common property [s 132(2)].

## CONTRIBUTIONS

Lot owners must keep up their contributions to the corporation. If the funds are not paid, they are recoverable as a debt [s 114(8)], which means the corporation can sue the lot owner for the money, possibly with interest added at a rate reasonably decided by the corporation [s 114(4)(b)]. If you buy a lot and there is a contribution owing, you as the new owner are legally responsible for that contribution [s 114(7)]. Check carefully before buying any lot, as there may be debts outstanding in relation to it.

## DEBTS OF THE CORPORATION

Lot owners are guarantors of their community corporation's liabilities, which means the corporation's debts are enforceable against each of the lot holders directly [s 77].

If the corporation does not or cannot pay its debts, the individual lot owners are personally responsible. The corporation's debts are enforceable against each or any of the lot owners directly [s 77(1)]. If the corporation has a debt, the lot owners have, amongst themselves, the right of contribution to the debt based on their respective lot entitlements [s 77(2)].

## STRUCTURAL WORK Community schemes

Lot owners in a community scheme may carry out structural work on their lots, subject to Council approval

where necessary and compliance with the scheme description and by-laws. The scheme description must specify the standard of buildings and other improvements that may be erected on a lot [s 30(1)(d)]. The by-laws may also regulate [s 34(3)(a)]:

- the position, design, dimensions, methods and materials of construction and external appearance of buildings or other improvements on community lots
- the maintenance and repair of buildings or other improvements on community lots
- landscaping, including the establishment, care and maintenance of lawns, gardens and other areas on community lots.

In addition, the by-laws may impose requirements or restrictions relating to the appearance of community lots or buildings or other improvements situated on community lots [s 34(3)(b)].

## Community strata schemes (residential)

Lot owners in a residential community *strata* scheme must seek permission from the corporation before carrying out the erection, alteration, demolition or removal of a building, or altering the external appearance of a building [ss 102(1), (7)]. The corporation will need to pass a special resolution to authorize the work [s 102(1)(b)]. An exception is if work is required because of an order under the *Housing Improvement Act 1940* (SA), when no permission is needed [s 102(1a)].

If a lot owner carries out work without permission, the corporation may, by notice in writing to the owner of the lot, require them to carry out, within a reasonable period fixed in the notice, specified work to remedy any structural deficiency caused by the work or to restore the lot to its previous state [s 102(2)].

If the lot owner does not comply with the corporation's notice within the time allowed in the notice, the corporation may authorize workers to enter the lot to carry out the specified work [s 102(3)], as long as reasonable notice of the proposed entry is given to the lot owner [s 102(4)].

If force is necessary to enter a lot to carry out work in the corporation's notice, an order authorizing the entry must be obtained from the Magistrates Court [s 102(5)].

Any cost reasonably incurred by the corporation in having the work carried out may be recovered as a debt from the owner of the lot [s 102(6)].

# Disputes

## MEDIATION

Mediation SA can assist to resolve disputes between the corporation and a lot owner or occupier, or between owners or occupiers. In addition, the Service can assist if one of the parties to a dispute is not associated with the community corporation, such as the owner of a neighbouring property. Mediation SA provides a free, confidential and unbiased service available to all residents of South Australia (see **Contacts**).

Mediation is particularly worth considering for disputes in relation to community titles as it is more likely than legal action to enhance and preserve positive relationships.

Mediation is a voluntary process where trained mediators work with people to help them resolve their differences. Mediation SA can become involved in a dispute at the request of at least one of the parties. If an approach is made to Mediation SA, the Service can write to invite the other party to discuss the problem and participate in mediation. Because attendance is voluntary from both sides, any party may withdraw from the resolution process at any time.

The role of the mediator is to listen, ask questions and ascertain the facts, not to blame anyone or take sides. With all the information provided by the parties, the mediator can help people to put together an agreement. The agreement is not legally binding, but is made in good faith.

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

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

If no resolution can be worked out then an application may be made to the court to decide the matter.

## COURT PROCEEDINGS

### Who can make an application to the court?

Not all disputes can be taken to court. Those who can make an application are [s 141]:

- the corporation
- the owner or occupier of a community lot
- the owner or occupier of a development lot
- a person who has contracted to purchase a community lot or a development lot
- any other person bound by the by-laws of a community scheme, except for persons invited to or visiting the community land.

### What disputes can be taken to court?

Only the types of disputes outlined in the Act may be heard by the court – these are situations where [s 142(1)]:

- a breach of the Act or the corporation by-laws is alleged
- an occupier claims to have been prejudiced by a wrongful act or omission of the corporation, management committee, the developer, or the owner or occupier of another lot
- a member of a community corporation claims that a decision of the corporation or the management committee is unreasonable, oppressive or unjust
- the community corporation and a corporation member, or two or more corporation members are in dispute about the occupation or use of a lot, or the position in which a cable, wire, pipe, sewer, drain, duct, plant or equipment should be laid or installed, or
- an order authorizing a person to use force to enter a lot or a building on a lot is sought.

### Which court hears disputes?

An application to resolve a dispute must usually be made to the Magistrates Court [s 142(2)]. An application is heard as a minor civil action [s 149A], unless it involves enforcement of a development contract under s 49(2), when it is heard in the general claims jurisdiction of the Magistrates Court.

If the matter is particularly complex or significant [s 142(5)], an applicant can seek the permission of the District Court to commence proceedings there [s 142(3)], or a party may seek to transfer a matter from the Magistrates Court to the District Court [s 142(4)].

A court may, on its own initiative or on an application by a party to the proceedings, transfer a matter to the Supreme Court on the ground that the application raises a matter of general importance [s 142(6)(a)]. Similarly, a court may, on its own initiative or on an application by a party to the proceedings, state a question of law for the opinion of the Supreme Court [s 142(6)(b)].

A court may decline to proceed with an application to resolve a dispute if it considers that it would be more appropriate for proceedings to be taken in another court or tribunal [s 142(15)].

### Orders that can be made

The court has power to make a range of orders under s 142.

A person who fails to comply with an order under s 142 is, in addition to being liable to punishment for contempt [s 142(14)], guilty of an offence with a maximum penalty of \$15 000 [s 142(13)].

- If appropriate, the court may attempt to achieve settlement of the proceedings by agreement between the parties [s 142(8)(a)].
- The court may order that reports or other information be provided for the purposes of the proceedings. In addition, it can order that accounts be audited or that a person be reimbursed for the costs of having any accounts audited. [ss 142(8)(b)-(ba)]
- The court may [ss 142(8)(c)-(d)]:
  - > specify action that a party must take to remedy any default, or to resolve any dispute, or
  - > specify action that a party must refrain from doing.
- The court may give judgment on any monetary claim [s 142(8)(f)].
- The court may determine the position in which a cable, wire, pipe, sewer, drain, duct, plant or equipment is to be laid or installed [s 142(8)(g)].
- The court may:
  - > make a declaration as to the validity of any decision or purported decision of the corporation [s 142(da)]
  - > vary or reverse any decision of the corporation, or of the management committee of the corporation or of a delegate of the corporation [142(8)(e)(ii)].

In relation to by-laws, the court may:

- make a declaration as to the validity of any by-law or purported by-law of the corporation [s 142(da)]
- alter the by-laws of the community scheme, and make any necessary consequential changes to the scheme description and development contracts [142(8)(e)(i)], but only if [s 142(9)]:
  - > the corporation is a party to the proceedings or the court is satisfied that the corporation has been given a reasonable opportunity to become a party to the proceedings, and

- > if it appears to the court that the alteration could adversely affect a member of the corporation who is not a party to the proceedings, the court is satisfied that the member has been notified of the possibility that such an order could be made and has been given a reasonable opportunity to make submissions to the court in relation to the matter, and
- > the court is satisfied that the order is essential to achieving a fair and equitable resolution of the matters in dispute.

In relation to contracts, the court may [s 142(8)(ea)]:

- vary, avoid or terminate a contract entered into (regardless of when it was entered into) between a community corporation and any of the developer, an associate of the developer, the body corporate manager, or an associate of the body corporate manager, but only if:
  - > the court is satisfied that the contract involves a breach of fiduciary duties or other duties under the Act [s 142(9a)].

The court may also [ss 142(8)(h)-(i), s 142(10)]:

- make orders as to costs
- make any incidental or ancillary orders
- in an urgent case, make an interim order to safeguard the position of any person pending its final decision.

### APPOINTMENT OF AN ADMINISTRATOR

The District Court or the Magistrates Court may appoint an administrator to administer the affairs of the corporation [s 100(1)] in cases where governance has broken down to an extent that the group is not functioning. An administrator has, while the appointment remains in force, full and exclusive power to administer the affairs of the community corporation, including power to do anything for which a special or unanimous resolution of the corporation is required [s 100(2)].

An application to appoint an administrator may be made by [s 100(1)]:

- a community corporation
- a creditor of a community corporation
- the owner of a community lot or a development lot, or
- a person who holds a registered encumbrance over a community lot or a development lot.



# Converting from Strata Title

When the *Community Titles Act 1996* (SA) came into operation, it did not affect existing strata corporations. However, from 1 January 2002 no new strata schemes have been allowed under the *Strata Titles Act 1988* (SA). Community titles have been created instead.

A strata scheme and a community strata scheme are similar, as the boundaries are defined by reference to structural divisions in a building, whereas in a community scheme lot boundaries are determined by surveyed land measurements and generally do not relate to a structure.

Existing strata corporations may, by an ordinary resolution of the strata corporation, become a community strata scheme, which means the corporation will be covered by the *Community Titles Act 1996* (SA) and not the *Strata Titles Act 1988* (SA) [*Community Titles Act 1996* (SA) sch cl 2]. The resolution does not take effect until a copy of the resolution is lodged with the Registrar-General and filed with the strata plan. The resolution will not change the boundaries of the units or the common property. If it is desired that the boundaries be changed, an amendment to the plan and the appropriate application must be lodged at the Lands Titles Office.

The articles that existed under the *Strata Titles Act 1988* (SA) continue as its by-laws but may be amended if required [sch cl 2(3)(e)]. Similarly, the officers of the strata corporation continue as the officers of the community corporation [sch cl 2(3)(g)].

Any proceedings commenced under the *Strata Titles Act 1988* (SA) in relation to a strata corporation before it converted to a community corporation may be continued and completed under the *Strata Titles Act 1988* [sch cl 5].

# Development of the Community Title

and two secondary corporations, one for the residential lots and one for the retail lots. A tiered management structure may also be set up where there is a large number of lots in a community parcel, even if each of the lots is used for the same purpose.

Each level of the scheme has its own common property, which its corporation will manage. Schemes of more than one level can be complex and prospective purchasers should seek independent legal advice before buying into a scheme of this nature.

The *Community Titles Act 1996* (SA) allows for the future development of a scheme in two ways:

- staging
- tiering.

## STAGING

Staging involves the inclusion of a development lot that is to be divided at a later time to create extra lots within that scheme.

## TIERING

Tiering allows for the management of large or mixed land use developments. It allows a lot in a community or community strata scheme to be further divided to create a subservient scheme and managerial structures ('tiered' management). The first community plan lodged over an allotment is a primary plan of community division, which creates primary lots, primary common property and a primary community corporation. A lot in a primary scheme can be divided by a secondary scheme to create lots and common property and a community corporation at a secondary level. A lot in a secondary scheme can further be divided by a tertiary scheme to create lots and common property and a community corporation at a tertiary level. Corporations in the lower tiers will be members of the corporation of the tier above.

Primary lots do not have to be further divided into secondary lots, and most divisions do not go beyond the primary level. Most residential schemes, consisting only of a moderate number of residential lots, will be a primary community corporation and have only one level of management. Complex schemes involving residential, commercial and even recreational uses could form secondary or tertiary community corporations.

For example, a development with a large retail section and fifteen smaller residential lots would most likely have one primary corporation covering the entire development

# Common Questions

## BUILDING ON A LOT

**I want to build an addition onto my house, which is part of a community scheme. Can I just go ahead and organise the building work, without involving the corporation? My friend is in a community strata scheme, and I know she cannot alter the outside of her unit without agreement from the corporation, but community schemes are different, aren't they?**

In a community scheme, the corporation's approval is not needed. However, as well as any Council approval that may be needed, any building work must comply with the requirements of the scheme description. In addition, the corporation's by-laws may include requirements in relation to building work.

## BUYING A COMMUNITY TITLE

**What do I need to be aware of if I wish to purchase a lot in a community plan?**

There are various things that must be considered. They include:

### PROPERTY MATTERS

- The type of scheme – is it a community scheme or a community strata scheme? This will indicate what a lot owner actually owns.
- The by-laws and, if applicable, scheme description and development contract(s) for the scheme. It is advisable to obtain independent advice about the content of these documents.
- The level of the scheme. Is it a primary, secondary or tertiary scheme? If a secondary or tertiary scheme, have I seen the plans, development contract(s) (if any), by-laws and scheme description of the scheme or schemes above?
- Have I seen a copy of the plan that defines my unit or lot? Do the boundaries of the unit/lot agree with boundaries shown on the plan?
- What constitutes the common property?
- Do the scheme description or by-laws limit the type of structures I can build on my lot?

### FINANCIAL MATTERS

- The statement of accounts and financial records of the corporation and those of any scheme above.
- What must I contribute to the upkeep, maintenance and management of the common area in the scheme? In the case of a secondary or tertiary scheme this will also include contributions that the scheme is required to make to the scheme(s) above.
- How do the contributions and other charges compare with other corporations?

- Are there any unpaid contributions owing on my unit or lot?
- Is the corporation planning any major expenditure that I may be asked to contribute to?
- Are there any structural problems in the building?
- Is there a 'sinking fund' or reserve of money held by the corporation for emergency expenses and major maintenance costs such as painting?
- What maintenance services are provided? What are the charges for these?
- In relation to insurance, whether the corporation is insured for public liability for at least ten million dollars, and whether the common property is sufficiently insured.
- In the case of a shared wall, does the adjoining owner have a current building insurance policy?

### MANAGEMENT MATTERS

- Is there a body corporate manager?
- Is there a management committee?
- What system does the corporation have for resolving disputes?
- If the scheme is for two lots, have certain requirements of the Act been exempted, such as the requirement to hold annual general meetings?

### STYLE OF LIVING

- What are the rules about having other people visiting and parking?
- Will the building or site be accessible if I am disabled and require a wheelchair or walking aid? If not, can suitable modifications be made easily?
- What are the restrictions on the use of my lot and the common property?
- Can I store my caravan/boat/bicycle?
- Are pets permitted?

## COMPANY TITLE

**I live in a company title; is it the same as a community title?**

A company title is where the property is owned by a company and each shareholder is entitled to occupy a particular unit. Strictly speaking, a shareholder does not own the property, but owns shares in the company that owns the property. The shares give an entitlement to occupy a unit. Such schemes can be more expensive and complex to administer, and prospective buyers may find it difficult to obtain finance to buy shares in a company title. Depending on the structure of the building, it may be possible to convert to a community title.

## CONTRIBUTIONS

**I don't use the common property driveway, as I have a driveway on my lot that accesses the street. Do I have to pay contributions for the maintenance of the common property?**

The amount of each owner's contribution to the corporation is normally calculated according to the lot entitlement set out in the community plan.

The corporation may, by unanimous resolution, determine that contributions are paid on some other basis.

Contributions are not just used to cover maintenance of the common property. Other costs, for example in relation to insurance, service infrastructure, and management costs are also covered by contributions. Just because you do not use the common property driveway does not mean you do not have to contribute to its maintenance, as a member of the corporation.

## CONVERTING TO COMMUNITY TITLE

**Our strata manager has suggested that we adopt the *Community Titles Act* (SA). What's involved in converting and would we be better off?**

To convert to a community strata plan, the strata corporation must resolve, by ordinary resolution at a properly convened meeting of the corporation, that the *Community Titles Act 1996* (SA) and not the *Strata Titles Act 1988* (SA) will apply to the scheme. The resolution will not take effect until a copy of the resolution is lodged with the Registrar-General and filed with the strata plan.

The question of whether a corporation would be better off is a complex one and dependent on factors such as:

- the number of units involved
- the expectations of the lot owners
- the purpose the land is to be used for
- whether the common property is to be used for commercial gain
- whether there are units existing above other units, and
- whether the units are physically separate.

It is suggested that legal advice should be sought before that step is taken, as the *Strata Titles Act 1988* (SA) will no longer apply.

A full conversion to define the lots by measurements (that is, conversion to a community scheme) would result in the members owning the entire structure on their lot. This would require:

- unanimous agreement of lot owners
- a new survey of the site and all building boundaries

- an amendment to the plan, and
- agreement of local and state authorities.

It pays to obtain a quote from a surveyor and a conveyancer. It may be worthwhile converting if the value of each lot increases significantly upon conversion to a lot.

**Our strata corporation has lodged a Lodgement of Resolution to adopt the *Community Titles Act 1996* (SA); does this mean we can now insure our unit separately?**

No. The strata scheme will become a community strata scheme, and so the corporation will still be responsible for insuring the buildings, which are common property. A full conversion to community title would need to be done before owners could insure separately.

## EXCLUSIVE USE OF THE COMMON PROPERTY

**One of the lot owners in our community scheme was granted exclusive use of part of the common property by the corporation some years ago. We feel that this is an unfair situation. How can we regain this common property for use by all owners?**

The corporation can grant a right to occupy the whole or a part of the common property to the exclusion of all or some of the owners or occupiers of the community lots. A unanimous resolution is needed to do so, and the right must be consistent with the scheme description and not contrary to the by-laws.

In a community scheme, exclusive use of the common property can be granted on an ongoing basis; that is, it does not have to be for a set period.

A unanimous resolution of the corporation would be needed to reverse the decision to grant exclusive use.

## FENCES

**The fence between my lot and an adjacent lot is in need of repair. The body corporate manager says we have to sort it out ourselves and that it is not the corporation's responsibility. Is this correct?**

If you are part of a community scheme (not a community strata scheme), then you and your neighbour are joint owners of the dividing fence. The fence is not common property, so the corporation is not responsible to fix it. The issue of repairing the fence is between you and your neighbour. The *Fences Act 1975* (SA) covers this area of law. See also the *Fences and the Law* booklet, published by the Legal Services Commission.

Similarly, if a fence between your lot and neighbouring land that is not part of your community scheme needs repair, you will need to discuss the matter with your neighbour. The corporation has no responsibility to be involved.

Some community schemes have a fence dividing the common property from neighbouring land that is not part of the scheme. In this case, the corporation would be responsible for discussing any fencing problems with the neighbouring owner.

If you are part of a community *strata* scheme, dividing fences will usually be common property, therefore it would generally be the corporation's responsibility to repair a dividing fence. Similarly, a fence between a lot in a community strata scheme and neighbouring land that is not part of the scheme would be the responsibility of the corporation and the owner of the neighbouring land.

## FINES

**A visitor to my apartment received a letter from the corporation stating she could be fined \$500 for unauthorized parking. Is this legal?**

A corporation's by-laws may give the corporation the power to impose fines of up to \$500 for breaches of its by-laws. The by-laws apply to owners, residents and visitors. A fine against a visitor or tenant could not be enforced without a court order.

## INSURANCE

**Our body corporate manager has advised us that she can arrange our individual building insurance policies for us. Could there be any problems with this?**

While each lot owner in a community scheme is responsible for insuring their own buildings, the by-laws of a community scheme may allow for the community corporation to act as an agent for the lot owners in arranging insurance. The corporation may delegate this task to a body corporate manager. If arranging building insurance for lot owners is an option, not a requirement, under the by-laws, then individual lot owners can choose whether they want the corporation to arrange their insurance or whether they want to do it themselves; there is no requirement for all owners to agree.

Problems can arise in relation to the way an insurer invoices the corporation for the insurance premium. If building insurance is arranged on behalf of two or more owners, an insurer may invoice the corporation for one amount, without showing the amount that would be payable for individual lots. If an insurer will not provide a breakdown, then the corporation has to work out each owner's contribution. Contributions are normally determined according to lot entitlements, but this may not be appropriate in relation to building insurance, because lot entitlements are based on the unimproved value of the land, not the value of the buildings. Thus, whether an insurer will provide a breakdown of the premium in

relation to each lot may be one of the factors to consider when choosing an insurer.

A corporation may decide that a lot owner's building insurance premium, or share of the premium, will be paid as part of the annual contribution levied by the corporation. If so, the levy applicable to your lot may compare unfavourably with the levy applicable to another lot where the owner has arranged their own insurance, or to the contributions levied by another corporation that does not arrange lot owners' building insurance. Such a disparity in levies may be a problem if you wish to sell your lot.

## MANAGERS

**What are some issues to consider when choosing a manager?**

At least five clear days before the date of the meeting at which the corporation is to consider whether or not to enter into a contract with a manager, the manager must make available for inspection by members:

- a pamphlet setting out the role of the manager and the rights of the corporation
- a copy of the proposed contract
- a copy of the schedule to the policy of professional indemnity insurance maintained by the manager; the insurance must be for at least \$1.5 million per claim.

In addition to the information required to be set out in these documents (see **Body Corporate Managers: Appointing a manager: Documents to be provided**), you may wish to consider the following.

- What services are included in the fee? For example:
  - > Is there an after hours emergency service?
  - > Will the manager, or an employee of the manager, attend your corporation as needed?
- Is there any fee charged for keeping the corporation's funds?
- Will all bank interest be passed on to the corporation?
- Will the manager ensure the corporation receives the best bank interest rate?
- What maintenance company or contractors does the manager normally use, and does the manager receive any commissions, or have any financial relationship with contractors?
- Will the manager provide your treasurer with regular financial statements to keep the corporation up to date and allow for scrutiny? If so, how often? Note that the manager must provide a financial statement upon request by the corporation, within five days of

the request (see **Body Corporate Managers: Duties of managers: Trust account audits**).

- Will the manager supply references from current clients?
- Does the manager have the skills to help resolve disputes?

## RESTRICTIVE RULES

**The rules of my apartment complex are very restrictive. I can't hang washing on my balcony or have a barbeque. What can I do about it?**

The by-laws (rules) that govern a scheme can be amended by a special resolution passed at a properly convened meeting of the corporation. A copy of the by-laws as amended must be lodged with the Registrar-General within 14 days of the passing of the resolution.

By-laws that are inconsistent with the scheme description (if any) are invalid. Therefore a consequential amendment to the scheme description (if any) may also need to be made.

If the scheme is a secondary or tertiary scheme, the by-laws and scheme description of the other schemes may also need to be amended.

In some situations, it may be possible to negotiate a resolution and mediation may also be helpful.

## RULES

**What rules am I bound by when I own a community lot?**

By-laws contain the rules by which the scheme is to be run and bind all of the owners, occupiers and visitors to the scheme. By-laws are written exclusively for the particular scheme they relate to. If the community scheme is a secondary or tertiary scheme, it is bound by not only the by-laws written for that scheme but also the by-laws of the scheme or schemes above.

## TREES

**The owner of an adjoining lot has a tree on their property and its roots are damaging the paving on my lot. Can I ask the body corporate manager to raise the matter with the other owner?**

If the tree is on an owner's lot (not on common property) and is only affecting your property, then it is a matter between you and your neighbour; it is not the corporation's responsibility to get involved.

Similarly, if a tree on a neighbouring property that is not part of the community scheme is affecting your lot, then it is up to you to discuss the matter with the neighbouring owner.

If an owner's tree is affecting the common property, then the corporation can discuss the matter with the owner.

If a tree on common property is affecting your property, then you could raise the matter with the corporation.

## WATER RATES

**Our lots do not have separate water meters and we all pay the same for water, no matter how much we use. Can this be changed?**

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

## TYPES OF COMMUNITY TITLES

### What is the difference between a regular community title and a strata community title?

There are two types of community titles:

- community schemes
- community strata schemes.

#### PRIMARY COMMUNITY SCHEMES (FIGURE 01.)

The diagram and plan are of a primary community plan. Each building sits on its own lot. The owners have title to the land under the lot and the sky above, unlike strata titles. They are responsible for the maintenance and insurance of their respective buildings. Where buildings share a common (party) wall the owners of each building are jointly responsible for its maintenance. The common property is the shared driveway down the middle of the group. The body corporate is responsible for the maintenance of the driveway.

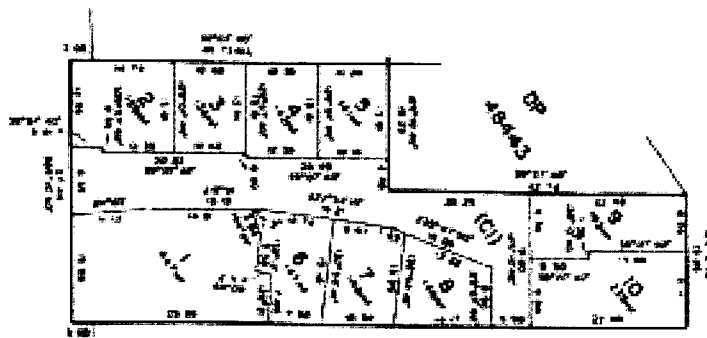
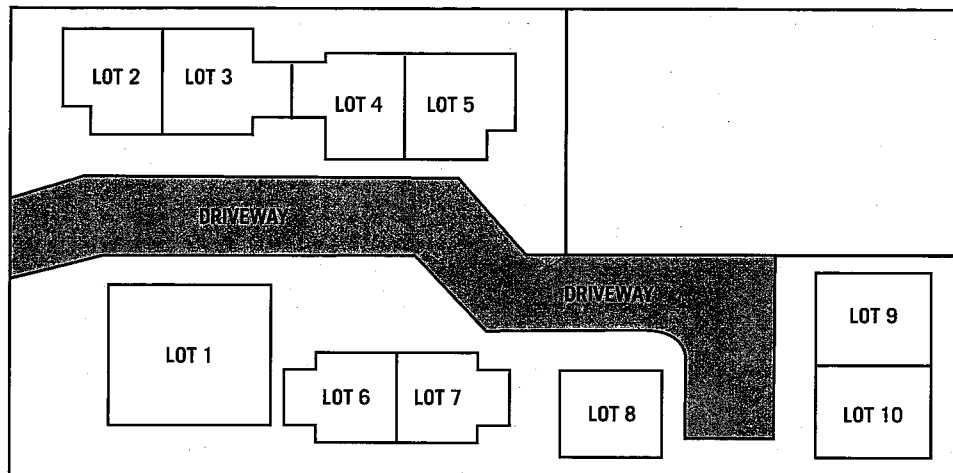
#### PRIMARY COMMUNITY STRATA SCHEMES (FIGURE 02.)

The photograph and plan are of a primary community strata plan. In a community strata scheme the lot boundaries must be defined by reference to parts of the building, similar to a strata title. There must be at least one lot that exists above another, unless the scheme was previously a strata scheme under the *Strata Titles Act 1988* (SA) and has converted by resolution to adopt the *Community Titles Act 1996* (SA).

The structure itself is common property and it is therefore the responsibility of the corporation to maintain and insure it. In this regard, community strata schemes are very similar to strata titled unit groups. Common property includes land that is not within a lot, and infrastructure (such as driveways, water, sewer, electricity) that do not serve single lots. In the case of a community strata scheme, this includes the external walls and floors, the foundations, the roof, the space in the roof, gutters and eaves immediately below the gutters. It does not include the owner's fixtures and fittings such as kitchens and bathrooms.

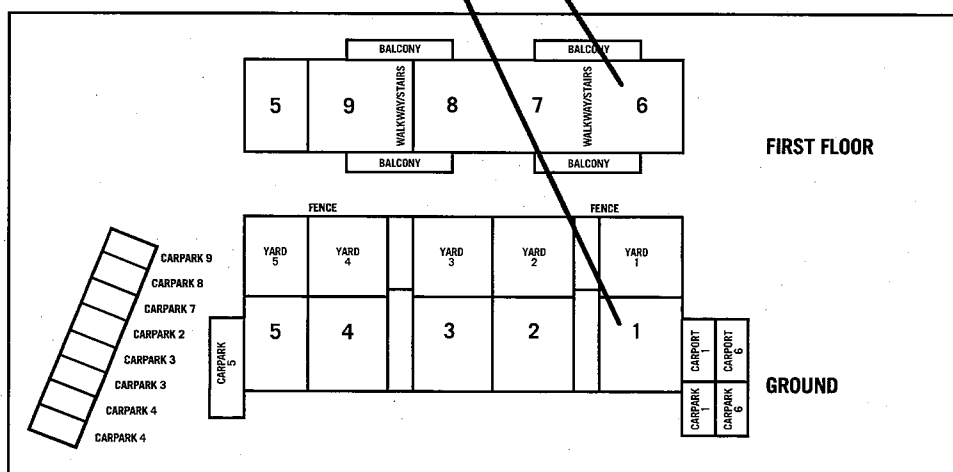
The internal walls and lot subsidiaries are not common property and are the owner's responsibility to maintain.

## PRIMARY COMMUNITY PLAN



PRIMARY COMMUNITY SCHEMES (FIGURE 01.)

## PRIMARY COMMUNITY STRATA PLAN - BUILDINGS AND FENCES ARE COMMON PROPERTY



PRIMARY COMMUNITY STRATA SCHEMES (FIGURE 02.)

Figures courtesy of Gordon Russell

# Contacts

## **STRATA AND COMMUNITY ADVICE SERVICE**

1300 366 424

## **LEGAL SERVICES COMMISSION**

[www.lsc.sa.gov.au](http://www.lsc.sa.gov.au)

## **ADELAIDE OFFICE**

159 Gawler Place

Adelaide 5000

**Telephone:** 8111 5555

## **ELIZABETH OFFICE**

Windsor Building

Elizabeth Shopping Centre

Elizabeth 5112

**Telephone:** 8111 5400

## **MT BARKER**

18 Walker Street

Mt Barker 5251

**Telephone:** 8111 5320

## **NOARLUNGA**

Noarlunga House

Colonnades Shopping Centre

Noarlunga Centre 5168

**Telephone:** 8111 5340

## **PORT ADELAIDE**

306 St Vincent Street

Port Adelaide 5015

**Telephone:** 8111 5460

## **PORT AUGUSTA**

13 Flinders Terrace

Port Augusta 5700

**Telephone:** 8686 2200

## **WHYALLA**

Tenancy 7, 169 Nicolson Avenue

Whyalla Norrie 5608

**Telephone:** 8620 8500

## **COMMUNITY LEGAL CENTRES**

### **CENTRAL CLS**

Shop 2, 59 Main North Road

Medindie Gardens 5081

**Telephone:** 8342 1800

### **NORTHERN CLS**

26 John Street

Salisbury 5108

**Telephone:** 8281 6911

### **RIVERLAND CLS**

8 Wilson Street

Berri 5343

**Telephone:** 8582 2255

### **SOUTHERN CLS**

40 Beach Road

Christies Beach 5165

**Telephone:** 8384 5222

### **SOUTH EAST CLS**

9 Penola Road

Mount Gambier 5290

**Telephone:** 8723 6236

### **WESTSIDE COMMUNITY LAWYERS**

Old Post Office

212 Port Road

Hindmarsh 5007

**Telephone:** 8340 9009

### **PORT PIRIE OFFICE**

Flinders Arcade

72 Ellen Street

Port Pirie 5540

**Telephone:** 8633 3600

## **MEDIATION SA**

[www.mediationsa.org.au](http://www.mediationsa.org.au)

**Telephone:** 8350 0376 /

1300 850 650

## **LAND SERVICES GROUP**

Lands Titles Office

101 Grenfell Street

Adelaide 5000

**Telephone:** 8226 3983

[www.sa.gov.au/landservices](http://www.sa.gov.au/landservices)

## **SA POWER NETWORKS**

General enquiries 13 12 61

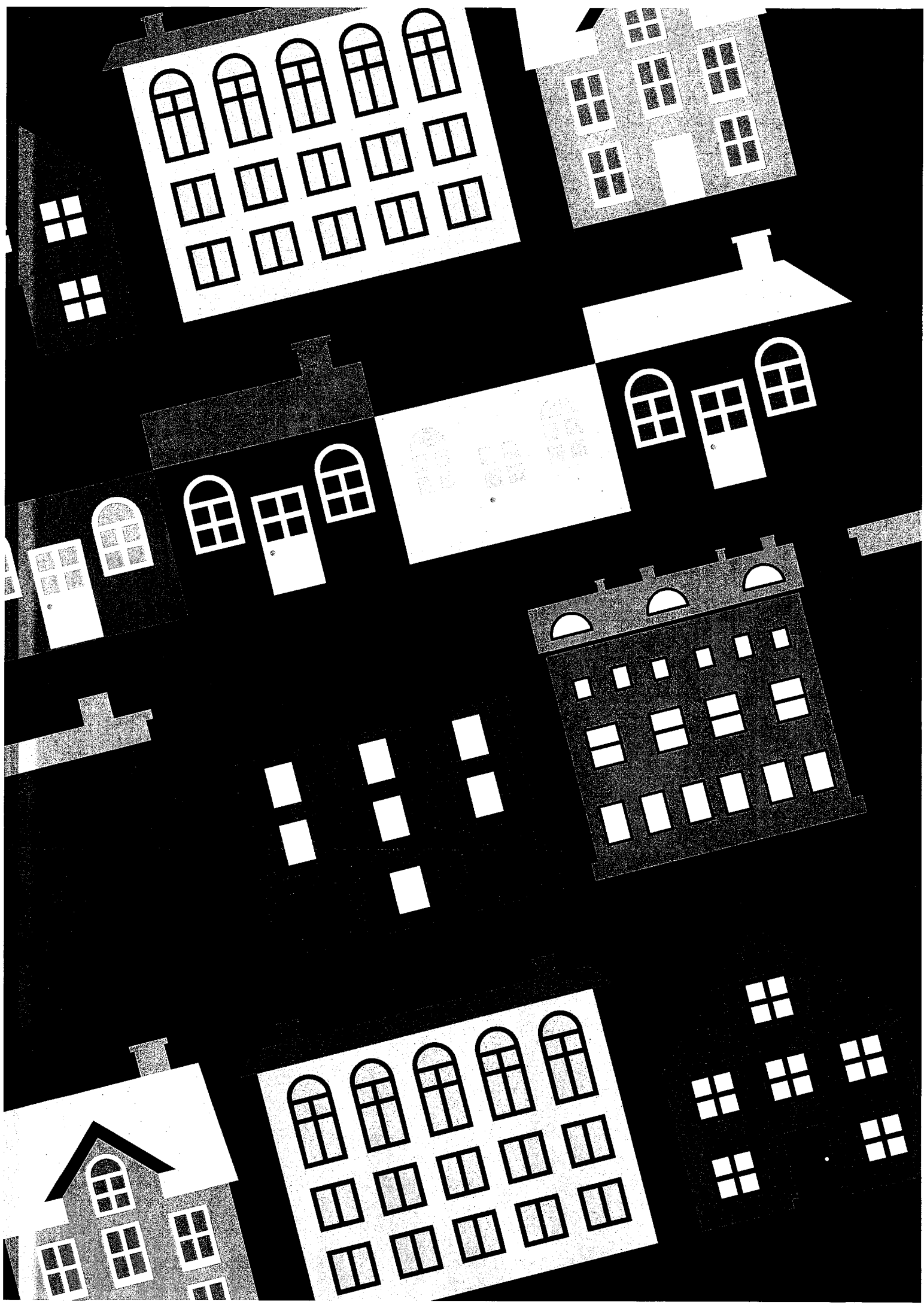
[sapowernetworks.com.au](http://sapowernetworks.com.au)

## **SA WATER**

1300 650 950

[customerservice@sawater.com.au](mailto:customerservice@sawater.com.au)

[sawater.com.au](http://sawater.com.au)



**COMMUNITY PLAN NO. 21159 INC.  
100 PIMPALA ROAD, MORPHETT VALE SA 5162**

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

**BY LAWS AND SCHEME DESCRIPTION IN FOLDER**

Paint Colours are as follows:

**Fascias, Gutters, Verandah & Carport Poles** - Watty Sunfast Low Sheen tinted to Powder Coat Primrose.

**Top Fascia & Gable** - Watty Sunfast low Sheen - tinted to Watty Charcoal.

**AGM 8/5/07**

**PETS:** The original bylaws state "The occupier and owner of the lot must not keep or allow animals to be kept on the lot except: (1) as permitted by the Act (b) in accordance with a unanimous resolution of the Corporation.

**AT AN EXTRAORDINARY MEETING HELD 25/5/02 IT WAS MOVED & SECONDED THAT THIS CLAUSE BE REMOVED FROM THE BY LAWS. ON 28/05/02 THIS WAS DONE.**

The issue of pets is to be discussed at the Annual General Meeting to be held in June 2008.

**AGM 13/06/06**

**INSURANCE EXCESS PAYMENTS:** It was agreed that any insurance claim that is to do with the property of the owners, the owner will pay the insurance excess. Any claim related to the common property, the Corporation will pay the excess. The lot owner has the right of written appeal to the Management Committee.

**AGM 22/4/08**

**APPROVALS FOR INSTALLATIONS AND POLICIES:**

The current policy on Pets was raised. The Chairperson advised that after removing the existing policy on the 25<sup>th</sup> of May 2002, the Corporation currently does not have a policy on pets. Extensive discussions arose and the following motion was moved:

**Pet Policy:**

**The Occupier and Owner of the lot is permitted to keep or allow one animal on the lot being either a cat or a small to medium sized dog without written approval from the Community Corporation.**

**Where a Occupier or Owner of a Lot or, any other person who is on the Common Property with the consent of either the Community Corporation or an Owner (or Occupier) of a Lot, brings or keeps a pet on the Lot or any other part of the Common Property, that Owner or Occupier is:-**

- 1. liable to the Owner or Occupier of their lots and all other persons lawfully on the Common Property for any noise which is disturbing to an extent which is unreasonable and for damage to or loss of property or injury to any person caused by the pet; and**
- 2. responsible for cleaning up after the pet has been on any part of another lot or any part of the common property; and**
- 3. is to ensure animals are kept within unit subsidiaries at all times and must not be allowed to roam any part of another lot or any part of the common property; and**
- 4. is to ensure animals are restrained by a leash at all times when on any part of the common property.**

**As from the passing of this motion, existing Occupiers and Owners who currently have more than one animal are permitted to keep the animal for the life of the animal however are not permitted to replace the animal without the written consent of the Community Corporation.**

**The motion was moved by Lot 30 and seconded by Lot 22. Carried unanimously.**

**AGM 12/05/09**

**PERGOLA:** Lot 4 requested permission to erect a pergola in the rear yard. Unanimously approved.

**BINS:** Lot 28 moved that fines be imposed for those who do not return their bins to their Lots after council collection on Wednesdays & Thursdays. This was discussed at length and it was agreed unanimously that bins not collected and returned to Lots by Saturday would incur a \$5.00 fine. The fine will be sent direct to owners. Owners who have Tenants, can then seek reimbursement from their Tenants accordingly. The motion was seconded by Lot 30, and carried unanimously.

#### **AGM 15/06/2010**

##### **INTEREST & DEBT RECOVERY CHARGES ON OVERDUE ACCOUNTS:**

It was agreed that in accordance with the requirements of Section 27, subsections (4) and (5) of the Act, all amounts resolved as being due to the Corporation and remaining unpaid at the date they become due and payable will bear interest at the effective rate 15 (%) calculated daily after a grace period of 28 days. In addition the Corporation agrees to the manager recovering all legal costs associated with the recovery of debt including (but not limited to) legal fees, administrative costs, location and service fees and any commission payable to debt recovery consultants. Reminder fees on all late invoices are now charged at \$ 11.00 per reminder. Moved by Lot 31, seconded by Lot 28. Carried.

**ALL OCCUPANTS OTHER THAN UNIT HOLDERS:** The Manager drew the attention of the meeting to the fact that throughout the Act, all the restrictions and provisions of the Act apply equally to all members of the strata community ie. tenants and visitors.

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

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

**Voting Slips:** The Strata Manager explained that voting slips are not recognised under the Strata Titles Act, however the Corporation use this as a form of decision making, instead of holding meetings many times a year. It was agreed by all owners, that they would continue to use voting slips, as an alternative to holding meetings when decisions requiring a majority approval (not unanimous) are required.

**Pets:** Lot 22 advised that it appears that some owners are in breach of the Pet Policy by having more pets than allowed. All owners are reminded that the Pet Policy is as follows:

***The Occupier and Owner of the lot is permitted to keep or allow one animal on the lot being either a cat or a small to medium sized dog without written approval from the Community Corporation.***

#### **AGM 09/05/2016**

**SHED & PERGOLA:** Unit 7 requested permission to install a shed and erect a pergola. It was noted that the corporation do not require owners to seek permission for air conditioners, pergolas, shed etc on condition that any relevant Council approval is obtained, the work is undertaken by reputable trades people and that the existing colour scheme is maintained. Carried.

#### **AGM 7/5/2018**

##### **APPROVALS & POLICIES:**

**Voting Slips:** The Strata Manager explained that voting slips are not recognised under the Strata Titles Act, however the Corporation use this as a form of decision making, instead of holding meetings many times a year. It was agreed by all owners, that they would continue to use voting slips, as an alternative to holding meetings when decisions requiring a majority approval (not unanimous) are required.

**Upgrades of frontages of homes:** It was noted that due to the age of the houses on the Estates some Owners may wish to modernize them by doing upgrades such as the following:

- a) Laying a new driveway with paving or concrete;
- b) Erecting a front veranda to shield the frontage from harsh weather conditions;
- c) Erecting a carport over the driveway in front of the garage and
- d) Render and quoin the front brickwork.

Mr Ford noted that in regards to erecting a front veranda or changing the front façade it is necessary to obtain an architects opinion. It was noted that only one or two options on altering the frontage will be accepted to ensure that uniformity is retained within the estate. It was therefore agreed that any Owner wishing to improve and upgrade their unit should give the exact details and specifications of the alteration to the Management Committee for their consideration and decision. No blanket approval will be given at this time to ensure that all alterations are done in an aesthetically pleasing style with a view to enhancing investments. All agreed. Carried.

#### **AGM 19/08/2020**

##### **INTEREST & DEBT RECOVERY CHARGES ON OVERDUE ACCOUNTS:**

It was agreed that in accordance with the requirements of Section 27, subsections (4) and (5) of the Act, all amounts resolved as being due to the Corporation and remaining unpaid at the date they become due and payable will bear interest at the effective rate 15 (%) calculated daily after a grace period of 14 days. In addition the Corporation agrees to the manager recovering all legal costs associated with the recovery of debt including (but not limited to) legal fees,

administrative costs, location and service fees and any commission payable to debt recovery consultants. Reminder fees on all late invoices are charged at \$11.00 per reminder. If you're having difficulties in paying your account on time, please contact our office to arrange an extension or payment plan to avoid incurring overdue fees and possible debt collection

#### **APPROVALS & POLICIES:**

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

**11.1 Correspondence and Invoice Delivery:** The Community Manager advised that Horner Management now provide owners with the option to have either their correspondence, invoices or both delivered via email instead of Australia Post. The Strata Manager enquired if any owners were interested in taking up this offer.

#### **ANY OTHER BUSINESS:**

**11.2 Emergency Services (Police, Ambulance and Fire etc.) Access to Property:** It was noted at times that the ambulance has had issues getting into the property however they should usually keep the contact person on the phone until they have arrived. Members should note that when they speak to the call operator, they should remind them of the code to give them easier access.

**11.3 Vehicle speed in common areas:** There are now two speed humps in the common driveway which has significantly slowed cars down before getting to the entrance gates. Members have been asked that if they notice any speeding still, to report it to Horner Management with details so a follow up can be made.

**11.4 Owner/tenant noise curfew:** Members at the meeting noted that there had been an issue in the past with this, but it has now all been resolved and no longer requires discussion.

**11.5 Kerbside vehicle car parking in close proximity to exit:** Mr Whyatt advised that the Council have now added a yellow line to eastern side of the gate which has made a slight difference, but the issue can still be problematic particularly if a truck or a large car is parked there. Unfortunately, there isn't much else that can be done at this stage.

#### **AGM 20/05/2021**

**Insurance Excess:** There is currently a \$2,000 excess for flood claims and all other claims have a \$300 excess. Owners are to pay excess for Property Claims and the Corporation pays excess for Common Property Claims.

#### **INTEREST & DEBT RECOVERY CHARGES ON OVERDUE ACCOUNTS:**

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

##### **1. Interest on Overdue Levies**

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

##### **2. Accounting Fees**

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

##### **3. Debt Collection**

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

##### **4. Costs**

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

Agreed unanimously. Carried.

#### **ANY OTHER BUSINESS:**

**Driving care:** A general reminder that car should be taken when driving on the property, please ensure you are driving at a slow pace and be mindful of garden beds when reversing.

**Loud music:** Can residents please remember that they are all living in close proximity to others and any loud noise or music does travel easily to other units.

## **APPROVALS BETWEEN ANNUAL GENERAL MEETINGS:**

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

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

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

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

### **EGM 11/10/21 – Unit 9 Pet Request**

Approval has been granted for the new owner of unit 9 to house two dogs as per below:

The owner of Unit 9 is seeking approval to house a pet maltese poodle by the name of Mac. The dog is male, has been desexed, is 6 years of age and has been described as well behaved and only barks if someone is at the door.

The dog will be housed both inside and outside and will not be allowed to roam common property.

They own a second dog by the name of Roxy which is a bullmastiff x english mastiff, is female and desexed. Roxy is 4 years of age, quite shy and like Mac, only barks if someone is at the door. Roxy will be housed inside and outside also.

The Owner notes that Roxy had major surgery in June to have a plate put in to stabilise her ankle after breaking it and because of this her movement is restricted.



Level 13, 431 King William Street  
Adelaide SA 5000

## Certificate of Currency

### CHU Community Association Insurance Plan

<b>Policy No</b>	<b>ST500220</b>
<b>Policy Wording</b>	<b>CHU COMMUNITY ASSOCIATION INSURANCE PLAN</b>
<b>Period of Insurance</b>	<b>22/03/2025 to 22/03/2026 at 4:00pm</b>
<b>The Insured</b>	<b>COMMUNITY CORPORATION NO. 21159 INC.</b>
<b>Situation</b>	<b>100-102 PIMPALA ROAD MORPHETT VALE SA 5162</b>

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#### Policies Selected

**Policy 1 – Community Property**

Community property: \$800,000

Community income: \$120,000

Common area contents: \$0

**Policy 2 – Liability to Others**

Limit of liability: \$20,000,000

**Policy 3 – Voluntary Workers**

Death: \$200,000

Total Disablement: \$2,000 per week

**Policy 4 – Fidelity Guarantee**

Sum Insured: \$100,000

**Policy 5 – Office Bearers' Legal Liability**

Limit of liability: \$1,000,000

**Policy 6 – Machinery Breakdown**

Not Selected

**Policy 7 – Catastrophe Insurance**

Sum Insured: \$240,000

Extended Cover - Loss of Rent & Temporary Accommodation/Community Income/Storage: \$36,000

**Policy 8 – Government Audit Costs and Legal Expenses**

Part A: Government Audit Costs: \$25,000

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

Part C: Legal Defence Expenses: \$50,000

**Flood Cover is included.**



#### **Flood Cover Endorsement**

Flood cover is included.

The following terms and conditions of Your Policy is hereby amended by this endorsement and should be read in conjunction with, and as forming part of Community Association Insurance Plan.

Policy 1, Exclusion 1. a. "caused by Flood" is hereby removed.

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

Date Printed

06/03/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM563 - 1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

**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 AGENT USE ONLY**

**9262307**



S	3	LF
---	---	----

**BELOW THIS LINE FOR OFFICE USE ONLY**

Date: 22 JAN 2002	Time: 12 -
FEES	
R.G.O.	POSTAGE
87	

Lodged by: COLIN J. STEINERT & ASSOC. AGENT CODE

P.O. BOX 191,

Correction to: CAMPBELLTOWN S.A. 5074 CJSA.

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

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

Assessor

PICK-UP NO.	
CP	21159
DEV. NO.	145/C029/01

CORRECTION

PASSED

*[Signature]*

FILED 4-2-2002

*[Signature]*

pro



REGISTRAR-GENERAL

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

ITEM	AGENT CODE

**DEV/145/C029/01**

**SCHEME DESCRIPTION**

**COMMUNITY TITLES ACT 1996**

**COMMUNITY PLAN NO**

**Lot 14 Pimpala Road**

**Morphett Vale SA 5162**

**ENDORSEMENT BY THE RELEVANT AUTHORITY PURSUANT TO REGULATION  
45A OF THE DEVELOPMENT REGULATIONS 1993**

1. All the consents or approvals required under the Development Act 1993 in relation to the division of the land (and a change in the use of the land (if any)) in accordance with this scheme description and the relevant plan of community division under the Community Titles Act 1996 have been granted.
2. This endorsement does not limit the relevant authority's right to refuse, or to place conditions on, development authorisation under the Development Act 1993 in relation to any other development envisaged by this scheme description.

This Scheme Description is endorsed by The City of Onkaparinga.

Signed Ed Luscombe Chief Executive Officer *as delegate of Council*

Witness [Signature]

Dated 10/1/02

## **INDEX**

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Development Act Conditions	Page 4

**COMMUNITY TITLES ACT 1996**  
**COMMUNITY PLAN NO 21159**

**SCHEME DESCRIPTION**

**Lot 14<sup>1/16 102</sup> Pimpala Road, Morphett Vale SA 5162**

**IDENTIFICATION OF COMMUNITY PARCEL, LOTS AND COMMON PROPERTY**

The Community Parcel to which this scheme description relates is Lot 14 in Development Plan 145:D036:01 and being over the whole of the land comprised and described in Certificate of Title Register Book Volume 5859 Folio 689 ('the land'), located at Lot 14 Pimpala Road Morphett Vale SA 5086.

The land comprises a vacant site which is to be divided by community plan pursuant to the Community Titles Act 1996, into forty nine community lots and common property as set out in the plan of community division with which the Scheme Description is, or is to be, filed.

**PURPOSE FOR WHICH THE LOTS AND COMMON PROPERTY MAY BE USED**

The land has been approved under the Development Act 1993 for a residential development in accordance with a planning consent in Development Application No 145/1760/2001/1A issued by City of Onkaparinga (the provisional development plan consent).

- 1) The Community lots may be used (subject to the by-laws) for residential purposes in accordance with the provisional development plan consent. Any change in the use of any lot or the common property, and any further development of any lot or the common property may only take place in accordance with the by-laws, and any applicable law of the State of South Australia or the Commonwealth of Australia.
- 2) The Common Property may be used for roadways, drainage, landscaping and resident or visitors access to and from the Community Lots in the Development.

**STANDARD OF BUILDINGS AND IMPROVEMENTS**

The development of the community lots and the common property is to take place:

1. In accordance with the development approval granted to Development Application No. 145/1760/2001/1A.
2. In a proper and workmanlike manner.

## STAGING

It is not proposed that the scheme be completed in stages. /

## LOT DEVELOPMENT

The owner for the time being of each community lot is the Developer who undertakes to develop each Lot with a dwelling and ancillary structures including infrastructure services required, roads, kerbing, car parking areas, landscaping paving and fencing on the perimeter of the lot in accordance with the development approval. The time for completion of the development of each lot and the Common Property shall be one (1) year from the operative date of the development approval.

In order to facilitate compliance with these obligations, the developer intends to construct all of the proposed dwellings and ancillary structures in accordance with the development approval.

The Developer intends to immediately proceed with the construction of all the buildings on all of the community lots in the community parcel simultaneously. /

## IMPROVEMENTS TO THE COMMON PROPERTY

\* The developer is to be under an obligation to improve and develop the common property in accordance with the development approval by bitumen paving the driveway, linemarking the carparking space, establishing any landscaping, constructing storm water drains including oil, silt and trash traps and fencing on the common property which may be necessary under the development approval.

## DEVELOPMENT ACT 1993 CONDITIONS OF APPROVAL

The following conditions were imposed by the relevant development authority on the development approval under the Development Act 1993:

1. Provisional Development Plan Consent Conditions - as per 'City of Onkaparinga Development Plan Consent' Schedule of Conditions attached.
2. Provisional Building Rules Consent Condition - numbered as per 'City of Onkaparinga Provisional Building Rules Consent' Schedule of Conditions attached.

The following conditions were imposed by the relevant authority pursuant to the Development Act 1993 when it granted its consent to the community division. - /

1. As approved by The City of Onkaparinga, as per Annexure attached.



City of  
**Onkaparinga**

31 August, 2001

Mr T Xenophon  
16 Karri Dr  
DERNANCOURT SA 5075

Dear Sir/Madam

**Development Application No.** : 145/1760/2001/1A  
**Proposed Development** : 49 Free Standing Dwellings & Carports  
**Location of Proposed Development** : 100-102 Pimpala Road, MORPHETT VALE SA 5162  
**Property Identification** : Alt 12  
**Development Approval**

Please find enclosed a Decision Notification Form in respect to the above-mentioned application. You will note that Development Approval has been issued and that conditions have been attached to this consent.

I advise that pursuant to Section 86(1) of the Development Act, 1993 you have the right of appeal to the Environment, Resources and Development Court, against any conditions which have been imposed on this consent. Pursuant to the provisions of Section 86(4) of the Development Act, 1993 any such appeal should be lodged with the Environment, Resources and Development Court within 2 months after the applicant receives notice of the decision, unless the Court in its discretion allows an extension of time.

Please be advised that this approval will lapse twelve months after the operative date of the decision if the applicant has not commenced the approved development by way of substantial work on the site. If for good reason such work cannot commence within this twelve month period, Council may prior to the end of the period, grant an extension of time to the approval. In addition, the development must be substantially or fully completed within 3 years of the date of the approval.

Further, I wish to bring to your attention that a statement must be submitted to Council verifying that the building work has been completed in accordance with the relevant approval. This statement must be signed by the licensed builder engaged to construct the building or in the situation where no licensed builder is engaged, a registered building work supervisor or a private certifier.

Pursuant to Regulation 83AB of the Development Act Regulations 1993, this statement is to be supplied to Council within ten (10) business days of occupation of the building.

Should you require any further information or assistance, do not hesitate to contact me.

Yours faithfully

Scott Searle  
AUTHORISED OFFICER

**DN08A**

**Contact**

Phone (08) 8384 0666  
mail@onkaparinga.sa.gov.au  
www.onkaparingacity.com  
ABN 97 047 258 128

**Postal address**

PO Box 1  
Noarlunga Centre  
South Australia 5168

**Noarlunga office**

Ramsay Place  
Noarlunga Centre  
Fax (08) 8382 8744

**Aberfoyle Park office**

The Hub  
Aberfoyle Park  
Fax (08) 8270 1155

Date Printed August 31, 2001

**Willunga office**

St Peters Terrace  
Willunga  
Fax (08) 8556 2641

## CITY OF ONKAPARINGA

## DECISION NOTIFICATION REPORT

South Australia - Regulations Under the Development Act, 1993 - Regulation 42

DEVELOPMENT  
NUMBER

145/1760/2001/1A

FOR DEVELOPMENT APPLICATION DATED: 06-Jun-2001  
REGISTERED ON: 12-Jun-2001

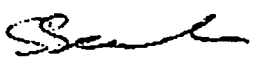
TO:	Mr T Xenophou 16 Karri Dr DERNANCOURT SA 5075
-----	---

LOCATION OF PROPOSED DEVELOPMENT	
PROPERTY DESCRIPTION	Alt 12
PROPERTY ADDRESS	100-102 Pimpala Road, MORPHETT VALE SA 5162
CERTIFICATE(S) OF TITLE	CT-9999/12

NATURE OF PROPOSED DEVELOPMENT
49 Free Standing Dwellings & Carports

In respect of this proposed development you are informed that:

NATURE OF DECISION	DECISION	NO. OF CONDITIONS
PROVISIONAL DEVELOPMENT PLAN CONSENT	Granted	18
PROVISIONAL BUILDING RULES CONSENT	Granted	6
DEVELOPMENT APPROVAL	Granted	24

Date of Decision: 31-Aug-2001	<input type="checkbox"/> Development Assessment Commission or Delegate
Signed: 	<input checked="" type="checkbox"/> Council Chief Executive Officer or Delegate
Date: 7/18/01	<input type="checkbox"/> Private Certifier
	<input checked="" type="checkbox"/> Sheets Attached

## CITY OF ONKAPARINGA

DEVELOPMENT APPLICATION NUMBER : 145/1760/2001/1A  
 APPLICANT : Mr T Xenophou  
 LOCATION : 100-102 Pimpala Road, MORPHETT VALE SA 5162  
 PROPOSED DEVELOPMENT : 49 Free Standing Dwellings & Carports  
 DECISION : Development Approval  
 DATE OF DECISION : 31-Aug-2001  
 APPROVED CLASSIFICATION : 1A10A

**PROVISIONAL DEVELOPMENT PLAN CONSENT***Conditions of Consent by Council*

1. All development shall be completed in accordance with the plan(s) and documents submitted with and forming part of the Development Application except where varied by the following condition(s).
2. All stormwater discharged from the development shall be connected to the Council underground stormwater drainage system on (Pimpala Rd) via pipes. The design and construction of the stormwater system and connection to the Council drain shall be approved by Council.
3. All stormwater drainage shall discharge so that it does not flow or discharge onto land of adjoining owners or in the opinion of Council detrimentally affect structures on this site or any adjoining land.
4. A Soil Erosion and Drainage Management Plan (SEDMP) prepared in accordance with the "Stormwater Pollution Prevention Code of Practice for the Building and Construction Industry"; issued by the EPA shall be prepared and put in place prior to the commencement of any site works and shall include but not be restricted to a temporary construction exit and silt fences. The measures are to prevent silt from being washed from the site to the road and mud from being transported onto the road on the wheels of vehicles. These silt control measures shall be maintained in good working order during construction. These soil erosion measures shall remain in place until all disturbed surfaces are sealed or suitably revegetated in a manner to prevent erosion.
5. Drainage calculations and design shall ensure:
  - a) All stormwater from the site shall be controlled with flow leaving the site not to exceed that of a development having a total impervious area of 30%
  - b) The design provides for fully developed upstream catchment.
  - c) All properties are protected from a 100 year average recurrence interval storm.
  - d) Secondary protection drainage flow path is provided in all instances where surcharge due to 50% blockage of the primary piped system could flood properties. Flows are not to exceed the top of any kerb parallel to the direction of flow.
  - e) Proposed and existing dwelling finished floor levels that are a minimum of 0.5m above the 1 in 100 average recurrence interval flood level for watercourses to avoid building flooding.
  - f) Existing fences and structures are modified as required to minimise the obstruction of water flow in watercourses and open drains and flow paths.
  - g) Local underground drainage accommodates a minimum of the flows resulting in a 10 year average recurrence interval storm.
  - h) A minimum pipe size of 375 mm for all road drainage.
  - i) Rubber Ring Jointed (RRJ) concrete pipes are used in the following circumstances or where required by Council:
    - Hydraulic Grade Line exceeds 1.0 metre above the pipe.
    - Where tree growth in the vicinity of the pipe is likely (eg in easements and reserves).
    - Where pipe grade exceeds 20 percent.
    - In other cases External Band (EB) joint or other as approved may be used.

- j) The minimum pipe grade is 0.5% unless otherwise approved.
- k) Front of allotment drainage is provided along all one way cross-fall roads and flush kerb roadways.
6. Open drains, modified watercourses, detention basins and retention basins shall be designed and constructed so that bed erosion and scour is prevented. They shall have a maximum grade of 0.5 percent and be topsoiled and grassed and vegetated with species of local provenance and maintained by the developer for a period of three (3) years.
7. Lighting shall be provided within the car parking area in accordance with AS 1158.1 Public Lighting Code.
8. That car parks and any traffic control devices be designed and constructed in accordance with AS2890 Part 1-1993 'Off-street car parking', AS1742 'Manual of Uniform Traffic Control Devices' and the Notice to Council (Parts 1 and 2) under the Road Traffic Act, 1961 from the Minister for Transport and Urban Planning (December 1999).
9. 20 Visitor car parks must be provided outside the security area.
10. Collection of garbage within the development is subject to negotiation with Councils Waste Management section. The developer shall enter into a written agreement with Council with respect to undertaking garbage collection within the private road/right of way. The agreement shall indemnify Council for any loss, damage to property when using private roads within Development Application No 145/1760/01 for collection of rubbish, for a minimum of \$10,000,000 for anyone incident or for any other sum required by the Council and as confirmed in writing by the Council. The agreement shall also ensure that the turnaround facilities are to be to the satisfaction of Council and that there is no obstruction to allow free movement. All roads are to be maintained to a satisfactory condition. A new agreement to Council's approval shall be made each year.
11. Adequate litter bins, waste storage facilities and waste disposal systems shall be installed for use by tenants and users of the subject site.
12. The dwelling shall not be occupied until all necessary infrastructure has been provided to the site of the dwelling, including but not limited to a formed and sealed road and watertable, water supply and sewerage services, drainage/stormwater disposal and electricity services.
13. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
- prevent silt run-off from the land to adjoining properties, roads and drains;
  - control dust arising from the construction and other activities, so as not to, in the opinion of Council, be a nuisance to residents or occupiers on adjacent land;
  - ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site;
  - ensure that all litter and building waste is contained on the subject site in a suitable bin or enclosure; and
  - ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of Council, to the occupiers of adjacent land.
14. All stormwater drainage shall discharge so that it does not flow or discharge onto land of adjoining owners or in the opinion of Council detrimentally affect structures on this site or any adjoining land.
15. This approval is granted pursuant to the Development Act, 1993 and approves the proposal only for the purpose of that Act. You are advised to contact ETSA regarding the relocation of existing infrastructure and the location of private and public supply lines in relation to the proposed site
16. A detailed landscaping plan specifying the species and location of plantings on the site shall be provided for the approval of Council prior to the dwellings being occupied and after all necessary infrastructure has been provided for.
17. All landscaping approved as part of the application shall be established within 6 months of the occupation of the premises.

18. All plants, shrubs, trees and lawn and/or ground cover shall be maintained in good condition at all times. Any diseased or dying plants, shrubs, trees or lawn and/or ground cover shall be replaced whenever necessary.

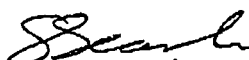
### **PROVISIONAL BUILDING RULES CONSENT**

#### **Conditions of Consent**

1. Stormwater shall be diverted away from the building and shall not pond against or near the footings and shall not be discharged onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a Council approved storm water drainage system.
2. The finished floor levels of the dwellings shall be 200mm above the benched cut and fill line.
3. Anchorage connections for timber framing shall be in accordance with Section 9 of AS 1684 – 1999.
4. All external paving shall be a minimum of 75mm below the bottom course of the brickwork and shall be graded at a minimum of 50mm over the first 1000mm from the building.
5. All glazing shall comply with AS 1288 – 1994.
6. The Consulting Engineer, who undertook the footing report, needs to clarify why only four (4) borelogs were done at the top of the development to enable a site assessment without any being undertaken at the lower end of the above site.

#### **Note(s):**

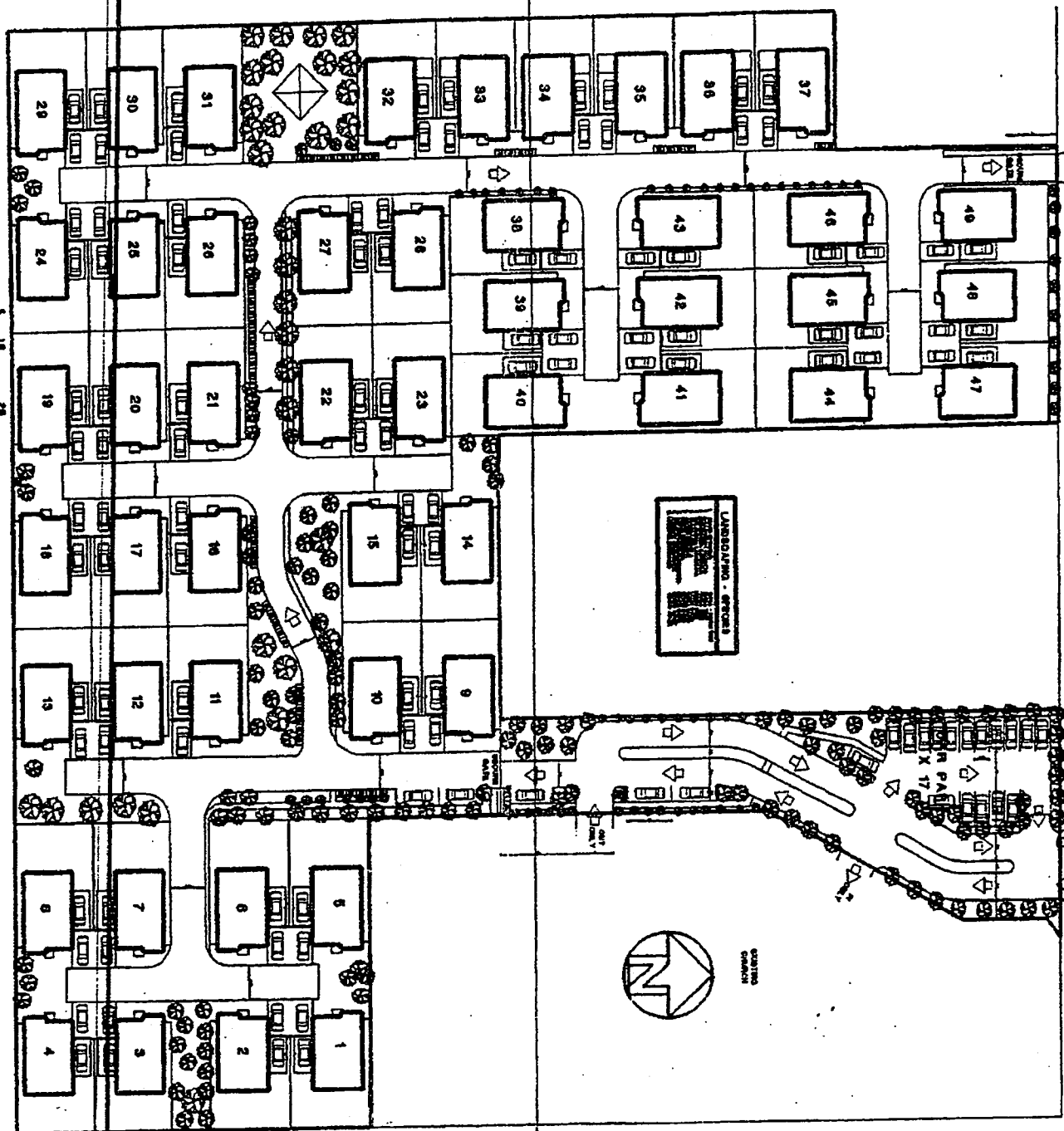
1. Any site works commenced prior to the formal approval of all engineering details by Council shall be at the applicant's own risk. However no works shall commence prior to silt control measures being in place.
2. The road verge and driveway crossover between the back of kerb and the boundary shall be shaped to provide a minimum width of 2.0 metres on local roads (and 2.5 metres on higher order roads) measured from behind the back of kerb with a 2.5 percent fall towards the road suitable for pedestrian traffic.
3. To legally install traffic control devices, including car parks and signs, a Traffic Control Plan and a Traffic Impact Statement must be prepared by a recognised Traffic Engineering practitioner for approval by Council. Any traffic control devices listed in Clause A7 of the Minister's Notice 1999 which have been approved must be certified by a Chartered Professional Engineer after installation. This certification must be forwarded to Council in writing.
4. Smoke alarms for this building have been assessed for compliance with the minimum requirements of Part 3.7.2 BCA 1996. For additional selection and placement advice reference should be made to AS 1670.6 – Smoke alarms.
5. Explanatory information in the form of a durable notice is to be fixed in a prominent location such as a meter box, or the like, indicating the type of termite protection method which has been used, and the date of installation. Where a chemical barrier has been used, its life expectancy as listed on the National Registration Authority label is to be included. The notice is also to make reference to the need for inspection and maintenance at regular intervals not exceeding twelve months to further reduce the risk of termite damage.
6. It is requested that a copy of the Engineer's Footing Inspection Certificate be forwarded to Council.



Scott Searle  
**AUTHORISED OFFICER**

Dated: 31 / 8 / 01

SITE PLAN 1:  
1:250



PIMPALA ROAD

GERALD RANKINE AND ASSOC PTY LTD  
7 BRAUND RD  
FITZROY SA 5082  
PH 344 4854 FAX 269 6745

THEO,  
LET ME KNOW.  
DO YOU WANT ME TO  
EMAIL TO MARK?

GORDY



**City of  
Onkaparinga**

8 January, 2002

Mr Steve Barnes  
Development Assessment Commission  
GPO Box 1815  
ADELAIDE SA 5001

Dear Steve

Development Application No.	: 145/C029/2001/LC
Proposed Development	: Community Division
Location of Proposed Development	: 100-102 Pimpala Road, MORPHETT VALE SA 5162
Property Identification	: Alt 14 DP 58207

Further to the above mentioned application Council advises that it has no objection to the Commission issuing a Certificate pursuant to Section 51 of the Development Act, 1993. For your records, a stamped copy of the plan approved by Council, is attached to this letter.

In accordance with Regulation 60(4)(b), I further advise that:

- Date at which the buildings were erected on site – August 2001.
- The postal address of the site is 102 Pimpala Road, Morphett Vale (Units 1 – 49)

Please contact the undersigned at the Noarlunga Area office if further information regarding this advice is required.

Yours faithfully

A handwritten signature in cursive script, appearing to read 'Searle'.

Scott Searle  
**AUTHORISED OFFICER**

SEC51A

■ **Contacts**  
Phone (08) 8384 0666

■ **Postal address:**  
PO Box 1

■ **Noarlunga office**  
Ramsay Place

■ **Aberfoyle Park office**  
The Hub

■ **Willunga office**  
St Peters Terrace



City of  
**Onkaparinga**

8 January, 2002

Bleeze Neale & Assoc Pty Ltd  
10/230 Main South Rd  
MORPHETT VALE SA 5162

Dear Sir/Madam

Development Application No.	: 145/C029/2001/LC
Proposed Development	: Community Division
Location of Proposed Development	: 100-102 Pimpala Road, MORPHETT VALE SA 5162
Property Identification	: Alt 14 DP 58207
Development Approval	

Please find enclosed a Decision Notification Form in respect to the above-mentioned application. You will note that Development Approval has been issued and that conditions have been attached to this consent.

I advise that pursuant to Section 86(1) of the Development Act, 1993 you have the right of appeal to the Environment, Resources and Development Court, against any conditions which have been imposed on this consent. Pursuant to the provisions of Section 86(4) of the Development Act, 1993 any such appeal should be lodged with the Environment, Resources and Development Court within 2 months after the applicant receives notice of the decision, unless the Court in its discretion allows an extension of time.

The Environment, Resources and Development Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide (Postal Address, GPO Box 2465, Adelaide SA 5001).

Please be advised that this approval will lapse three years from the operative date of the consent provided that an application for a Certificate under Section 51 of the Act has been lodged with the Development Assessment Commission within 12 months from the operative date of the relevant consent.

Should you require any further information or assistance, do not hesitate to contact me at the Noarlunga Area Office.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Scott Searle'.

Scott Searle  
**AUTHORISED OFFICER**

attach

## CITY OF ONKAPARINGA

## DECISION NOTIFICATION FORM

South Australia - Regulations Under the Development Act, 1993 - Regulation 42

DEVELOPMENT  
NUMBER

145/C029/2001/LC

LAND DIVISION

FOR DEVELOPMENT APPLICATION

DATED:

12-Aug-2001

REGISTERED ON:

17-Oct-2001

TO:	Bleeze Neale & Assoc Pty Ltd 10/230 Main South Rd MORPHETT VALE SA 5162
-----	---


LOCATION OF PROPOSED DEVELOPMENT	
PROPERTY DESCRIPTION	Alt 14 DP 58207
PROPERTY ADDRESS	100-102 Pimpala Road, MORPHETT VALE SA 5162
CERTIFICATE(S) OF TITLE	CT-5859/689

NATURE OF PROPOSED DEVELOPMENT
Community Division

In respect of this proposed development you are informed that:

NATURE OF DECISION	DECISION	NO. OF CONDITIONS
PROVISIONAL DEVELOPMENT PLAN CONSENT	Granted	1
LAND DIVISION CONSENT	Granted	1
DEVELOPMENT APPROVAL	Granted	2

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

Date of Decision: 08-Jan-2002	
Signed: 	<input checked="" type="checkbox"/> Council Chief Executive Officer or Delegate
Date: 8/1/02	<input checked="" type="checkbox"/> Sheets Attached

**CITY OF ONKAPARINGA**

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**DEVELOPMENT APPLICATION NUMBER** : 145/C029/2001/LC  
**APPLICANT** : Bleeze Neale & Assoc Pty Ltd  
**LOCATION** : 100-102 Pimpala Road, MORPHETT VALE SA 5162  
**PROPOSED DEVELOPMENT** : Community Division  
**DECISION** : Development Approval  
**DATE OF DECISION** : 08-Jan-2002

**PROVISIONAL DEVELOPMENT PLAN CONSENT*****Conditions of Consent by Council***

1. All development shall be completed in accordance with the plan(s) and documents submitted with and forming part of the Development Application except where varied by the following condition(s).

***Conditions of Consent by the Development Assessment Commission***

Nil

**LAND DIVISION CONSENT*****Statement of Council Requirements***

Nil

***Statement of Development Assessment Commission Requirements***

1. Two copies of a certified survey plan shall be lodged with the Commission for Certificate purposes.

***Note(s)***

Nil



Scott Searle  
**AUTHORISED OFFICER**

Dated: 8 / 1 / 02

Council has no requirements in respect to the proposed land division. Accordingly, we have no objection to the Development Assessment Commission issuing a Certificate of Approval pursuant to Section 51 of the Development Act 1993.



City of  
**Onkaparinga**

31 August, 2001

Mr T Xenophou  
16 Karri Dr  
DERNANCOURT SA 5075

Dear Sir/Madam

<b>Development Application No.</b>	: 145/1760/2001/1A
<b>Proposed Development</b>	: 49 Free Standing Dwellings & Carports
<b>Location of Proposed Development</b>	: 100-102 Pimpala Road, MORPHETT VALE SA 5162
<b>Property Identification</b>	: Alt 12
<b>Development Approval</b>	

Please find enclosed a Decision Notification Form in respect to the above-mentioned application. You will note that Development Approval has been issued and that conditions have been attached to this consent.

I advise that pursuant to Section 86(1) of the Development Act, 1993 you have the right of appeal to the Environment, Resources and Development Court, against any conditions which have been imposed on this consent. Pursuant to the provisions of Section 86(4) of the Development Act, 1993 any such appeal should be lodged with the Environment, Resources and Development Court within 2 months after the applicant receives notice of the decision, unless the Court in its discretion allows an extension of time.

Please be advised that this approval will lapse twelve months after the operative date of the decision if the applicant has not commenced the approved development by way of substantial work on the site. If for good reason such work cannot commence within this twelve month period, Council may prior to the end of the period, grant an extension of time to the approval. In addition, the development must be substantially or fully completed within 3 years of the date of the approval.

Further, I wish to bring to your attention that a statement must be submitted to Council verifying that the building work has been completed in accordance with the relevant approval. This statement must be signed by the licensed builder engaged to construct the building or in the situation where no licensed builder is engaged, a registered building work supervisor or a private certifier.

Pursuant to Regulation 83AB of the Development Act Regulations 1993, this statement is to be supplied to Council within ten (10) business days of occupation of the building.

Should you require any further information or assistance, do not hesitate to contact me.

Yours faithfully

Scott Searle  
**AUTHORISED OFFICER**

DN08A

■ **Contacts**  
Phone (08) 8384 0666

■ **Postal address**  
PO Box 1

■ **Noarlunga office**  
Ramsay Place

■ **Aberfoyle Park office**  
The High

■ **Willunga office**  
St. David's Terrace

Date Printed September 4, 2001

## CITY OF ONKAPARINGA

## DECISION NOTIFICATION FORM

South Australia - Regulations Under the Development Act, 1993 - Regulation 42

DEVELOPMENT  
NUMBER

145/1760/2001/1A

FOR DEVELOPMENT APPLICATION

DATED:

06-Jun-2001

REGISTERED ON:

12-Jun-2001

TO:	Mr T Xenophou 16 Karri Dr DERNANCOURT SA 5075
-----	---

## LOCATION OF PROPOSED DEVELOPMENT

PROPERTY DESCRIPTION	Alt 12
PROPERTY ADDRESS	100-102 Pimpala Road, MORPHETT VALE SA 5162
CERTIFICATE(S) OF TITLE	CT-9999/12

## NATURE OF PROPOSED DEVELOPMENT

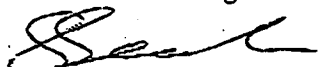
49 Free Standing Dwellings &amp; Carports

In respect of this proposed development you are informed that:

NATURE OF DECISION	DECISION	NO. OF CONDITIONS
PROVISIONAL DEVELOPMENT PLAN CONSENT	Granted	18
PROVISIONAL BUILDING RULES CONSENT	Granted	6
DEVELOPMENT APPROVAL	Granted	24

Date of Decision: 31-Aug-2001

Signed:



Date:

31/8/01

☐ Development Assessment Commission or Delegate☒ Council Chief Executive Officer or Delegate☐ Private Certifier☒ Sheets Attached

## CITY OF ONKAPARINGA

DEVELOPMENT APPLICATION NUMBER : 145/1760/2001/1A  
 APPLICANT : Mr T Xenophon  
 LOCATION : 100-102 Pimpala Road, MORPHETT VALE SA 5162  
 PROPOSED DEVELOPMENT : 49 Free Standing Dwellings & Carports  
 DECISION : Development Approval  
 DATE OF DECISION : 31-Aug-2001  
 APPROVED CLASSIFICATION : 1A10A

**PROVISIONAL DEVELOPMENT PLAN CONSENT****Conditions of Consent by Council**

1. All development shall be completed in accordance with the plan(s) and documents submitted with and forming part of the Development Application except where varied by the following condition(s).
2. All stormwater discharged from the development shall be connected to the Council underground stormwater drainage system on (Pimpala Rd) via pipes. The design and construction of the stormwater system and connection to the Council drain shall be approved by Council.
3. All stormwater drainage shall discharge so that it does not flow or discharge onto land of adjoining owners or in the opinion of Council detrimentally affect structures on this site or any adjoining land.
4. A Soil Erosion and Drainage Management Plan (SEDMP) prepared in accordance with the "Stormwater Pollution Prevention Code of Practice for the Building and Construction Industry", issued by the EPA shall be prepared and put in place prior to the commencement of any site works and shall include but not be restricted to a temporary construction exit and silt fences. The measures are to prevent silt from being washed from the site to the road and mud from being transported onto the road on the wheels of vehicles. These silt control measures shall be maintained in good working order during construction. These soil erosion measures shall remain in place until all disturbed surfaces are sealed or suitably revegetated in a manner to prevent erosion.
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  - b) The design provides for fully developed upstream catchment.
  - c) All properties are protected from a 100 year average recurrence interval storm.
  - d) Secondary protection drainage flow path is provided in all instances where surcharge due to 50% blockage of the primary piped system could flood properties. Flows are not to exceed the top of any kerb parallel to the direction of flow.
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  - g) Local underground drainage accommodates a minimum of the flows resulting in a 10 year average recurrence interval storm.
  - h) A minimum pipe size of 375 mm for all road drainage.
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    - Where tree growth in the vicinity of the pipe is likely (eg in easements and reserves).
    - Where pipe grade exceeds 20 percent.
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- j) The minimum pipe grade is 0.5% unless otherwise approved.
- k) Front of allotment drainage is provided along all one way cross-fall roads and flush kerb roadways.
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- 8. That car parks and any traffic control devices be designed and constructed in accordance with AS2890 Part 1-1993 'Off-street car parking', AS1742 'Manual of Uniform Traffic Control Devices' and the Notice to Council (Parts 1 and 2) under the Road Traffic Act, 1961 from the Minister for Transport and Urban Planning (December 1999).
- 9. 20 Visitor car parks must be provided outside the security area.
- 10. Collection of garbage within the development is subject to negotiation with Councils Waste Management section. The developer shall enter into a written agreement with Council with respect to undertaking garbage collection within the private road/right of way. The agreement shall indemnify Council for any loss, damage to property when using private roads within Development Application No 145/1760/01 for collection of rubbish, for a minimum of \$10,000,000 for anyone incident or for any other sum required by the Council and as confirmed in writing by the Council. The agreement shall also ensure that the turnaround facilities are to be to the satisfaction of Council and that there is no obstruction to allow free movement. All roads are to be maintained to a satisfactory condition. A new agreement to Council's approval shall be made each year.
- 11. Adequate litter bins, waste storage facilities and waste disposal systems shall be installed for use by tenants and users of the subject site.
- 12. The dwelling shall not be occupied until all necessary infrastructure has been provided to the site of the dwelling, including but not limited to a formed and sealed road and watertable, water supply and sewerage services, drainage/stormwater disposal and electricity services.
- 13. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
  - prevent silt run-off from the land to adjoining properties, roads and drains;
  - control dust arising from the construction and other activities, so as not to, in the opinion of Council, be a nuisance to residents or occupiers on adjacent land;
  - ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site;
  - ensure that all litter and building waste is contained on the subject site in a suitable bin or enclosure; and
  - ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of Council, to the occupiers of adjacent land.
- 14. All stormwater drainage shall discharge so that it does not flow or discharge onto land of adjoining owners or in the opinion of Council detrimentally affect structures on this site or any adjoining land.
- 15. This approval is granted pursuant to the Development Act, 1993 and approves the proposal only for the purpose of that Act. You are advised to contact ETSA regarding the relocation of existing infrastructure and the location of private and public supply lines in relation to the proposed site.
- 16. A detailed landscaping plan specifying the species and location of plantings on the site shall be provided for the approval of Council prior to the dwellings being occupied and after all necessary infrastructure has been provided for.
- 17. All landscaping approved as part of the application shall be established within 6 months of the occupation of the premises.

18. All plants, shrubs, trees and lawn and/or ground cover shall be maintained in good condition at all times. Any diseased or dying plants, shrubs, trees or lawn and/or ground cover shall be replaced whenever necessary.

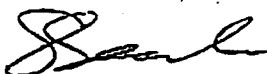
### **PROVISIONAL BUILDING RULES CONSENT**

#### **Conditions of Consent**

1. Stormwater shall be diverted away from the building and shall not pond against or near the footings and shall not be discharged onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a Council approved storm water drainage system.
2. The finished floor levels of the dwellings shall be 200mm above the benched cut and fill line.
3. Anchorage connections for timber framing shall be in accordance with Section 9 of AS 1684 – 1999.
4. All external paving shall be a minimum of 75mm below the bottom course of the brickwork and shall be graded at a minimum of 50mm over the first 1000mm from the building.
5. All glazing shall comply with AS 1288 – 1994.
6. The Consulting Engineer, who undertook the footing report, needs to clarify why only four (4) borelogs were done at the top of the development to enable a site assessment without any being undertaken at the lower end of the above site.

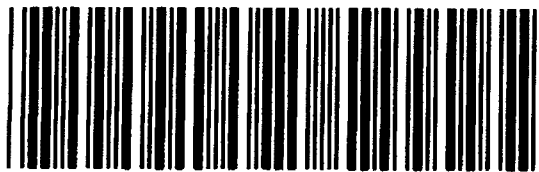
#### **Note(s):**

1. Any site works commenced prior to the formal approval of all engineering details by Council shall be at the applicant's own risk. However no works shall commence prior to silt control measures being in place.
2. The road verge and driveway crossover between the back of kerb and the boundary shall be shaped to provide a minimum width of 2.0 metres on local roads (and 2.5 metres on higher order roads) measured from behind the back of kerb with a 2.5 percent fall towards the road suitable for pedestrian traffic.
3. To legally install traffic control devices, including car parks and signs, a Traffic Control Plan and a Traffic Impact Statement must be prepared by a recognised Traffic Engineering practitioner for approval by Council. Any traffic control devices listed in Clause A7 of the Minister's Notice 1999 which have been approved must be certified by a Chartered Professional Engineer after installation. This certification must be forwarded to Council in writing.
4. Smoke alarms for this building have been assessed for compliance with the minimum requirements of Part 3.7.2 BCA 1996. For additional selection and placement advice reference should be made to AS 1670.6 – Smoke alarms.
5. Explanatory information in the form of a durable notice is to be fixed in a prominent location such as a meter box, or the like, indicating the type of termite protection method which has been used, and the date of installation. Where a chemical barrier has been used, its life expectancy as listed on the National Registration Authority label is to be included. The notice is also to make reference to the need for inspection and maintenance at regular intervals not exceeding twelve months to further reduce the risk of termite damage.
6. It is requested that a copy of the Engineer's Footing Inspection Certificate be forwarded to Council.



Scott Searle  
AUTHORISED OFFICER

Dated: 31 / 8 / 01

**9262308**

SERIES NO.	PREFIX
4	LF

**BELOW THIS LINE FOR OFFICE USE ONLY**

Date: 22 JAN 2002	Time: 12 -
FEES	
R.G.O.	POSTAGE
87	

**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 AGENT USE ONLY**

Lodged by: COLIN J. STEINERT & ASSOC. <sup>AGENT CODE</sup>  
P.O. BOX 191,  
Correction to: CAMPBELLTOWN S.A. 5074 *CJSA*

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Assessor

PICK-UP NO.	
CP	21159
DEV. NO.	145/C029/01

00198 EDD NOT18815183M  
10121 20/01/02 40121 1011 50087

CORRECTION	PASSED <i>[Signature]</i>
------------	------------------------------

FILED 4-2-2002 <i>[Signature]</i> pro REGISTRAR-GENERAL	
---	--

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

ITEM	AGENT CODE
—	

Development Contract  
Development No 145/C029/01

Terms of Instrument Not  
Checked by Lands Titles Office

## **DEVELOPMENT CONTRACT**

### **COMMUNITY TITLES ACT 1996**

### **COMMUNITY PLAN NO. 21159**

<sup>No 102</sup>  
**Lot 14/Pimpala Road**  
**Morphett Vale SA 5162**

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## **1 Interpretation**

In this Development Contract:

“Act” means the Community Titles Act 1996.

“By-Laws” means the By-Laws filed with this Development Contract.

“Common Property” means the Common Property defined in the Plan of Community Division.

“Community Parcel” means the land situated at Lot 14 Pimpala Road Morphett Vale 5162 and described as being whole of the land comprised in the Certificate of Title Register Book 5859 Folio 689.

“Corporation” means the Community Corporation established when the Plan of Community Division is deposited by the Registrar General in the Lands Titles Registration Office.

“Council” means the Corporation of City of Onkaparinga.

“Developer” means the owner of the Community parcel immediately prior to deposit of the plan of Community division.

“Development Consent” means the provisional Development Plan consent in Development Application No 145/1760/2001/1A lodged at the City of Onkaparinga on 13<sup>th</sup> June 2001.

“Plan of Community Division” means the community plan deposited with this development contract.

“Scheme Description” means the Scheme Description filed with this Development contract.

## **2. Important Notice**

- 2.1 This development contract contains details of a community scheme which I proposed to be developed on the community parcel.

Parties are advised that the obligations contained in this development contract may only be varied or terminated in accordance with the provision of Sections 50, 69 (8) or 70 (8) of the Act.

- 2.2 This contract should not be considered alone, but in connection with the results of researches and enquiries made in respect of the community scheme concerned. Attention is drawn in particular to the Scheme Description and by-laws which set out the management rules governing this community scheme and which provides details

of the rights and obligations of lot owners under this community scheme in the manner in which the community scheme will be developed by the Developer.

2.3 Further particulars about details of the scheme are available at:-

2.3.1 the council, and

2.3.2 the Development Assessment Commission (see planning consent in Development Application No 145/1760/2001/1A).

2.4 The terms of this development contract are binding on the Developer and any subsequent purchaser of the community parcel to develop the community parcel in accordance with the Development Consent.

### **3. Identification of Land to be Developed**

The land to be developed in accordance with this Development Contract is the whole of the Community Parcel.

### **4. Scheme Description Obligations**

As a result of the deposit of the plan of community development the community parcel will be divided into Forty Nine (49) separate community lots and common property. In respect of each community Lot the owner or owners for the time being of such lot will be obliged to develop that lot in accordance with the Scheme Description in so far as it relates to that lot and in accordance with the development consent. The developer will be obliged to develop the common property in accordance with the Scheme Description and the development consent.

### **5. Development Authorisation**

Development authorisation under the Development Act 1993 has been approved for a residential development in accordance with a planning consent in Development Application No. 145/1760/2001/1A issued by the City of Onkaparinga.

### **6. Developer's Undertakings**

6.1 The Developer undertakes to the owners and occupiers from time to time of the community lots and to the Corporation that in carrying out the proposed development it will interfere as little as is reasonably practical with the use and enjoyment by the owners and occupiers of the community lots and the common property.

6.2 The Developer undertakes to the owners and the occupiers from time to time of the community lots and the Corporation that he will pay the cost of repairing any

damage caused by the Developer to a community lot or to the community property or to any building or other property on any community lot or the common property.

- 6.3 The owners from time to time of each lot undertake to the other owners and occupiers from time to time of the community lots and the Corporation that in carrying out the proposed development on their lot, he/she/they will interfere as little as is reasonably practical with the use and enjoyment by the other owners and occupiers of the community lots and the common property.

## **7. Obligations on Community Lot Owners and Occupiers**

The owner from time to time of each community lot shall cause to be constructed on the owners lot the dwelling approved in the Development Consent, and must suffer or permit a dwelling to be constructed on each other community lot in accordance with the Scheme Description and the development consent, such construction to be commenced no later than 30<sup>th</sup> September 2001 and completed by 30<sup>th</sup> March 2002. The owners of the community lots must undertake their obligations under this Development Contract in a way which permits and facilitates the construction of all the dwellings simultaneously by a single builder.

## **8. Obligations on the Developer with Common Property**

The developer must cause to be developed on the common property a bitumen driveway, visitor car parks, landscaping, fencing and all things in accordance with the development consent, such development to be completed prior to 30<sup>th</sup> March 2002.

## **9. Timing of Development Work**

Building and landscaping works may be carried out between Monday to Friday of each week between the hours of 7.00am and 5.30pm and on Saturday between the hours of 9.00am and 4.00pm. Commencement and Completion will depend on market conditions and the rate of sale of the community lots with completion of the developmetn of each lot being no later than 3 years from the operative date of the planning consent.

## **10. Access**

In performing the obligations of this contract, the developer or the owner of each community lot (personally and by their agents, employees or contractors) may take access by any means over the common property and may occupy and have access to any part of the community parcel which is reasonably necessary to perform any obligations under this contract.

## **11. Theme and Architectural Design and Standard**

The standard of work to be performed and the materials to be used is to be fair average standard or such higher standard.

## **12. Position of the Building**

The position of the Buildings which must be developed pursuant to this development contract, and their design, dimensions, methods and modes of construction and the appearance are as set out in the annexure 'A' hereto.

## **13. Internal Fencing**

13.1 All Community Plan Boundary fences, internal fencing acting as boundary fences between each lot, at the rear and front of each lot, shall be provided and installed by the Developer and in accordance with the development plan approval granted by the City of Onkaparinga.

## **14. Landscaping**

That area of the common property as is not to be used as driveway access shall be landscaped in accordance with the Development consent plans, a copy of which landscape plan is attached and marked annexure ~~'B'~~ 'A' page 2.

## **15. Services**

### **15.1 Electricity, Telephone and Gas**

Electricity wiring, telephone wiring and gas pipes are to be provided and installed by the Developer so that each community lot can be connected to electricity, telephone and gas.

15.1.1 The electricity wiring, telephone wiring and gas pipes are to be constructed underground to each community lot.

15.1.2 Separate electricity and gas metre boxes for each community lot shall be installed by the Developer.

15.1.3 Lighting shall be provided and installed by the Developer along the driveways constructed on the common property in order to properly light that area.

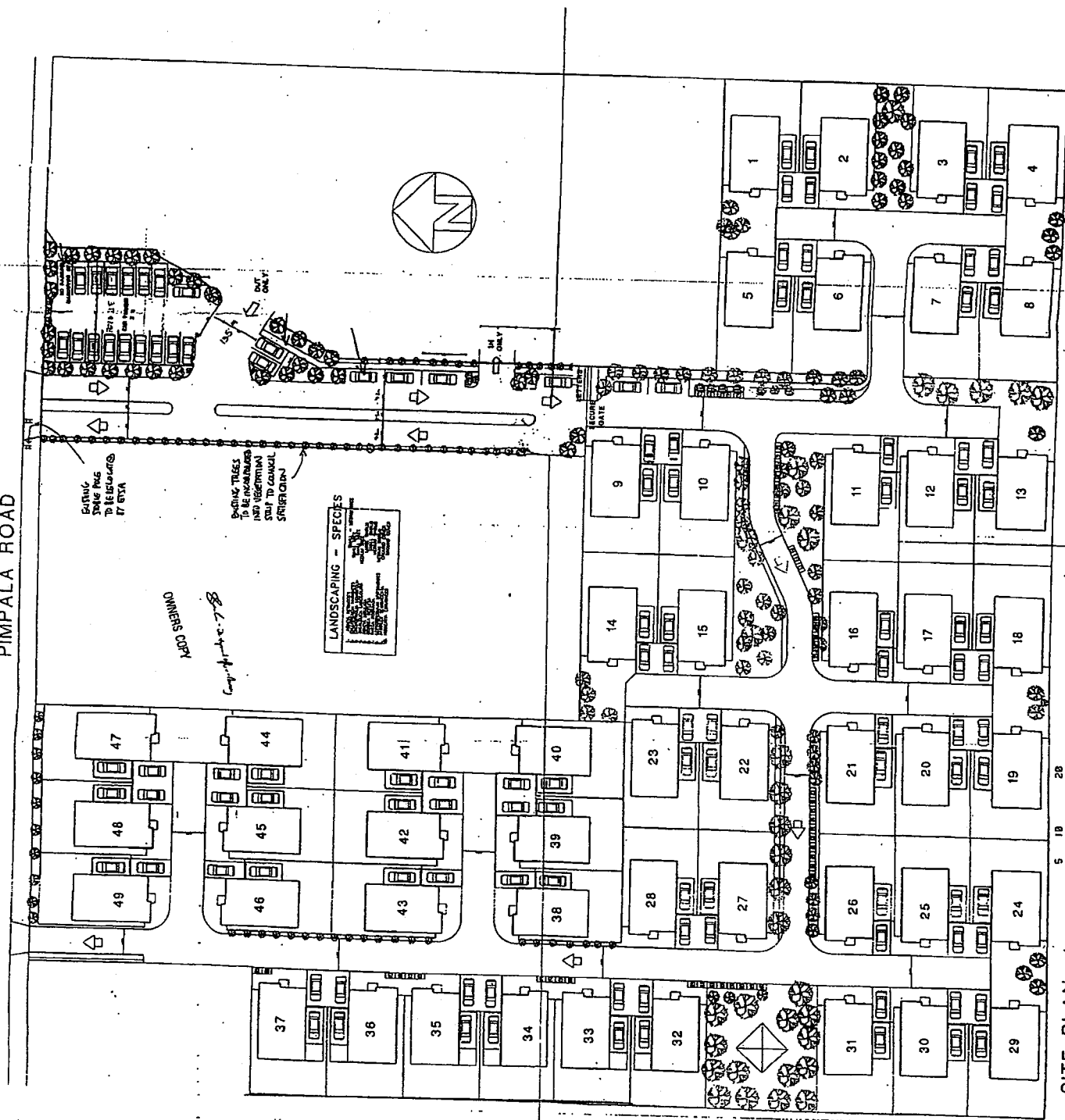
**15.2 Water and Sewage**

- 15.2.1 The Developer shall provide and install sewage services connected to SA Water's sewage scheme.
- 15.2.2 Water, sewage and storm water services will be constructed by the Developer underground within the boundaries of each community lot as required by the Developers architects and engineers, and as approved by council.
- 15.2.3 Grates and slip traps for storm water shall be provided and installed at each bend in the Storm water pipes by the Developer and as required in the engineers building plans for the development.
- 15.2.4 Grates and inspection pits for sewage shall be provided and installed by the Developer by each bend of the sewer and as required in the engineers building plans for the development.

**15.3 Fire Fighting Services**

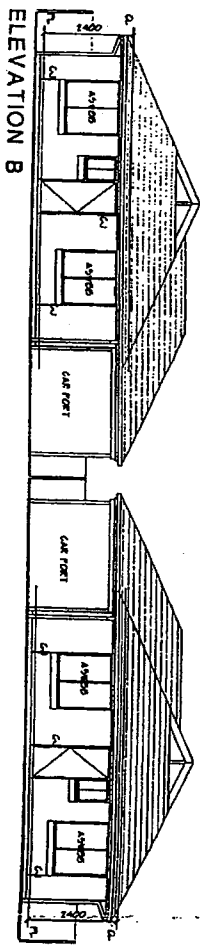
The Developer shall provide such fire fighting services as may be required by the Metropolitan Fire Service.

PIMPALA ROAD

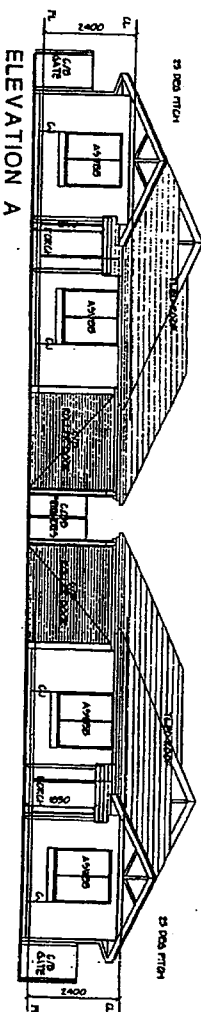


SITE PLAN 1:  
1:250

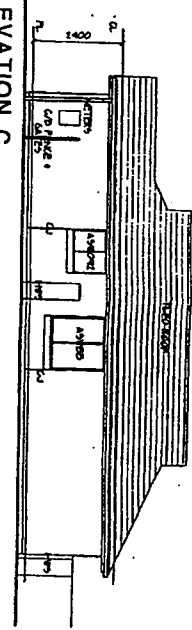
AMENDED



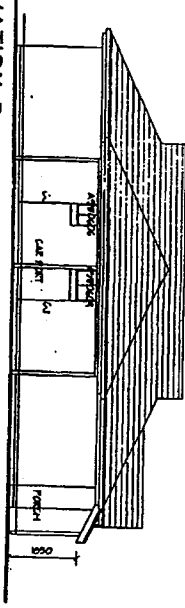
ELEVATION B



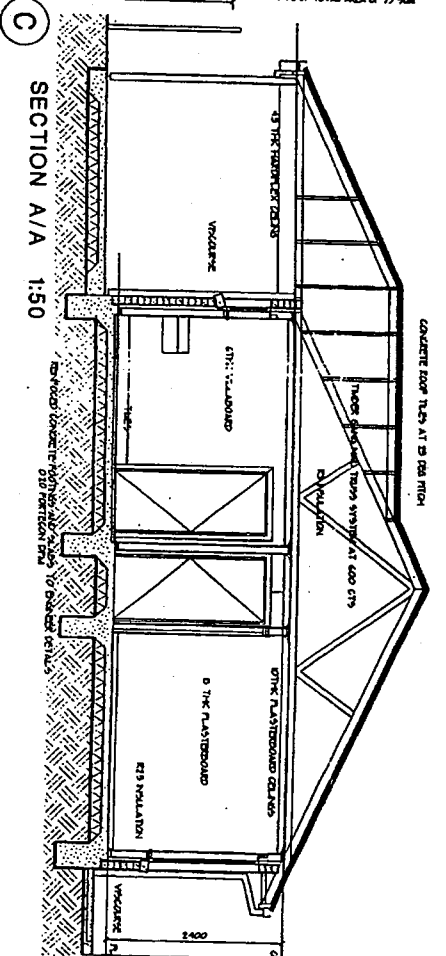
ELEVATION A



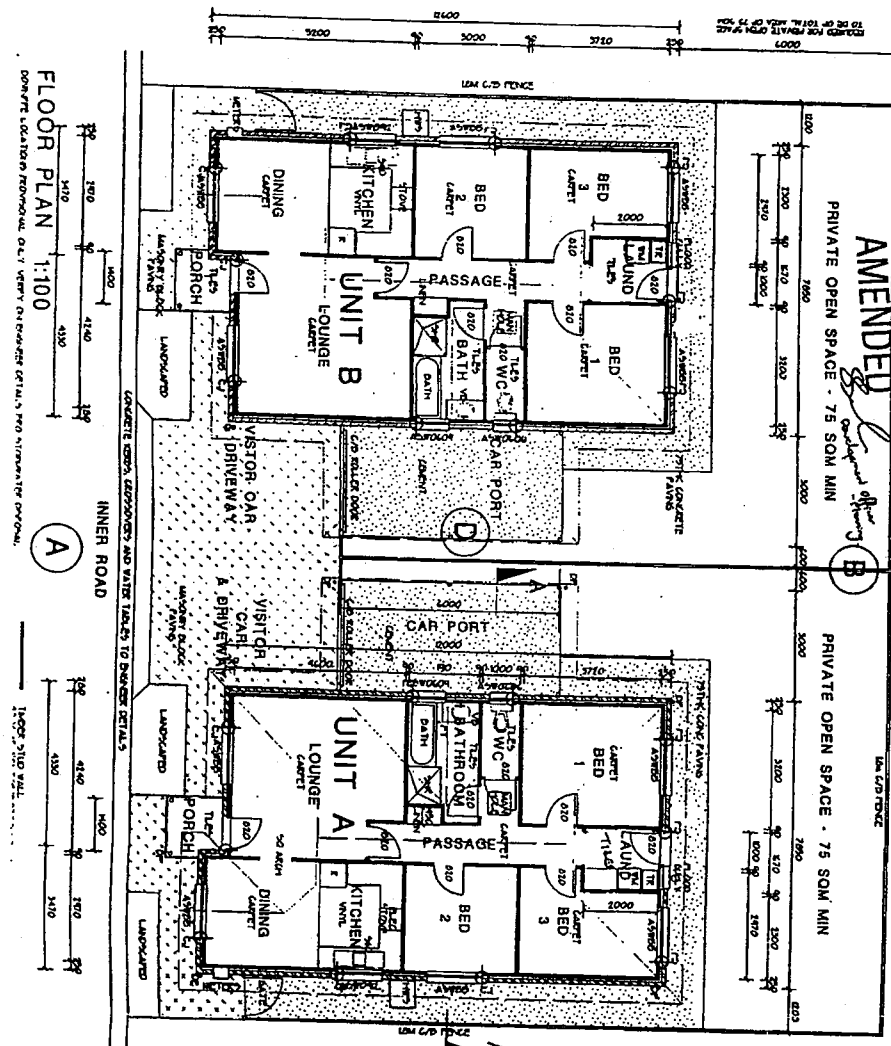
ELEVATION C



ELEVATION D



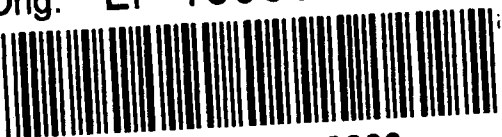
SECTION A/A 1:50



FLOOR PLAN 1:100

DATE	UNION	REL ID
JASBOUND PTY LTD		
PROJECT		
PROPOSED RESIDENTIAL DEVT		
AT MORPHETT VALE S.A.		
GERALD RANKINE AND ASSOCIATES PTY.LTD.		
ARCHITECTS A.S.A.L.A.		
7 ARCHERS ROAD, RIVER 5083		
TEL: (08) 8344-4745		
FAX: (08) 8344-4745		
EMAIL: GERALD@GRRANK.COM		
CONSTRUCTION		
SCALE	RELAYING NO.	DATE
1:100	04201-WD1 A	

Orig. **LF 10950852**



**14:36 5-May-2008**  
1 of 1 Fees: \$0.00

Prefix
<b>LF</b>
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**

Lands Titl 13:45 05/05/08 197714  
REGISTRATION FEE \$108.00

**BELOW THIS LINE FOR AGENT USE ONLY**

AGENT CODE

Lodged by: *Kathy Saylor* **KA 7P**  
*Kathy Saylor* **KA7P**  
Correction to: *Horner Management*  
*232 South Rd, mile End*  
TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH  
INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

1. ....
2. ....
3. ....
4. ....

PICK-UP NO.

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

ITEM(S)	AGENT CODE

CORRECTION

PASSED

FILED 8.5.2008

REGISTRAR-GENERAL



~~\*NOTICE OF AMENDMENT OF SCHEME DESCRIPTION~~~~\*NOTICE OF VARIATION OF BY-LAWS~~~~\*APPLICATION TO FILE VARIATION OF DEVELOPMENT CONTRACT~~\* Delete the  
inapplicable

INSTRUMENT AFFECTED 9359430

PLAN No. 21159

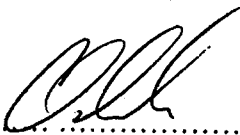
To the Registrar-General,

I, Mr Craig Edwards of 32/100 Pimpala Road, Morphett Vale, being an Officer of  
Community Corporation No 21159 Incorporated, certify –

- (a) that the copy of the By-Laws (Annexure 'A') attached to this certificate is a  
true copy of the By-Laws as varied by Special Resolution of the  
Corporation on the 22<sup>nd</sup> day of April 2008; and
- (b) that the copy of the Resolution (Annexure 'B') attached to this certificate is  
a true copy of the resolution referred to in paragraph (a)

Dated 2 day of 5 2008



  
.....  
(signature of Presiding Officer)

Common Seal of Community Corporation No 21159 Incorporated

By-Laws  
Development No 145/C/029/01

Terms of Instrument Not  
Checked by Lands Titles Office

## **BY-LAWS**

**COMMUNITY TITLES ACT 1996**

**COMMUNITY PLAN NO 21159**

**LOT 14, NO 102 PIMPALA ROAD**

**MORPHETT VALE SA 5168**

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## COMMUNITY BY - LAWS

### PLAN NO

### WARNING

The terms of these By-Laws are binding on the Community Corporation, the owners of the community Lots and the persons entering the community parcel.

These By-Laws relate to the control and preservation of the essence or theme of the Community Corporation and as such may only be amended or revoked by unanimous resolution of the Community Corporation in accordance with Section 39 of the Community Titles Act (Regulations).

### Part 1 - Preliminary

#### Interpretation

1. In these by-laws:

"Act" means the *Community Titles Act 1996*.

"a lot" means a Community Lot as defined in the Act.

"corporation" means Community Corporation No. 21159 Incorporated.

"occupier" of a lot includes, if the lot is unoccupied, the owner of the lot.

### Part 2 - Mandatory By - Laws

#### Administration, Management and Control of Common Property

2. (1) The corporation is responsible for the administration, management and control of the common property.
- (2) The corporation is responsible to execute an agreement to City of Onkaparinga in the form and in the time required as set out in 'Memorandum of Agreement' attached to these By-Laws.

#### Use and Enjoyment of the Common Property

3. The Common property is, subject to the Act and these by-laws, for the common use and enjoyment of residents in the community scheme and their visitors.

#### Use and Enjoyment of Community Lots

4. A person must use a lot solely or predominantly for residential purposes, except where otherwise authorised by the corporation.

### **Insurance**

5.
  - 1) The Corporation will at all times effect insurance's on the Common Property for
    - a) Public Liability cover of not less than TEN MILLION DOLLARS (\$10m)
    - b) General damages cover not less than TWO HUNDRED THOUSAND DOLLARS (\$200,000-)
  - 2) Lot owners will properly insure all buildings fixtures and improvements on their respective Lots to the full insurable value and must include cover for demolition site clearance architects fees and replacement with new materials.
  - 3) the owner of each Lot will maintain public risk insurance for amounts of at least \$5,000,000.00 in respect of any one event or such higher cover as the corporation or the Act may from time to time determine or require.
  - 4) The owner of a Lot must provide to the Corporation when requested evidence of a current policy of insurance effected by the owner in accordance with these By-Laws.

### **Part 3 - Maintenance and Use of Lots**

#### **Maintenance and Repair**

6. The owner of a lot must:-
  - 6.1 maintain and keep in good repair buildings and structural improvements to the lot (including paintwork and external finishes); and
  - 6.2 Paint and repair external finishes as authorised and requested by the corporation from time to time in order to substantially maintain a continuity of appearance of all buildings on each community Lot on the community parcel.

#### **Occupiers Obligations to Maintain the Lot in Good Condition**

7.
  - (1) The occupier of a lot must keep the lot in a clean and tidy condition.
  - (2) The occupier:-
    - (a) Must properly maintain lawns and gardens on the lot.
    - (b) Must not interfere with the watering lines or system that waters the front garden of the Community lot or any of the Community Corporation Common Property area.
  - (3) The occupier of a lot must:-
    - (a) store garbage in an appropriate container that prevents the escape of unpleasant odours; and
    - (b) comply with any requirements of the council for the disposal of garbage.
    - (c) Place garbage containers in the space provided for the respective Lot on the community land or at the front of the Community Lot.

### Development of Lots

8. (1) The Owner for the time being of each community lot may:-
- (1) Develop its, his or her lot with a dwelling and ancillary structures.(including fencing on the perimeter of the lot) in accordance with the planning consent in Development Application No. 145/1760/2001/1A issued by the City of Onkaparinga (the residential planning consent).
9. Upon completion of construction of the dwellings and structures in accordance with the residential planning consent:
- (1) The owner or occupier of a lot must not, without the corporation's approval:-
- a) erect any further buildings or structural improvements or modify, amend or extend existing buildings and structural improvements on a lot, or
  - b) change the colours of the external finishes on a lot.

### Limitation on keeping of Animals

10. The Occupier and Owner of the lot is permitted to keep or allow one animal on the lot being either a cat or a small to medium sized dog without written approval from the Community Corporation.

Where a Occupier or Owner of a Lot or, any other person who is on the Common Property with the consent of either the Community Corporation or an Owner (or Occupier) of a Lot, brings or keeps a pet on the Lot or any other part of the Common Property, that Owner or Occupier is:-

- a) liable to the Owner or Occupier of their lots and all other persons lawfully on the Common Property for any noise which is disturbing to an extent which is unreasonable and for damage to or loss of property or injury to any person caused by the pet; and
- b) responsible for cleaning up after the pet has been on any part of another lot or any part of the common property; and
- c) is to ensure animals are kept within unit subsidiaries at all times and must not be allowed to roam any part of another lot or any part of the common property; and
- d) is to ensure animals are restrained by a leash at all times when on any part of the common property.

As from the passing of this motion, existing Occupiers and Owners who currently have more than one animal are permitted to keep the animal for the life of the animal however are not permitted to replace the animal without the written consent of the Community Corporation.

## **Part 4 - The Common Property**

### **Damage etc to Common Property**

11. (1) A person must not, without the authorisation of the corporation, damage or interfere with a building, structure, trees or any of the garden on the common property.
- (2) A person must not, without the authorisation of the corporation, deposit any rubbish or waste material on the common property.
- (3) A person must not, without the authorisation of the corporation, deposit any object or material on the common property if it is likely:
- (a) to obstruct the movement of vehicular or pedestrian traffic:
- or
- (b) to be hazardous or offensive to other persons using the common property.

### **Traffic and Parking**

12. (1) A person must not obstruct vehicular or pedestrian traffic on the common property.
- (2) A person must not park a motor vehicle on the common property except on a part of the common property set aside for the parking of motor vehicles.
- (3) A person must not drive a motor vehicle on the common property except on a road established for use by motor vehicles.
- (4) A person driving a vehicle on the common property must comply with the rules applicable under the *Road Traffic Act 1961* to the driving of a vehicle on a public road.

## **Part 5 - Prohibition of Disturbance**

### **Disturbance**

13. (1) The occupier of a lot must not engage in conduct that unreasonably disturbs the occupier of another lot or others who are lawfully on a lot or the common property.
- (2) The occupier of a lot must ensure, as far as practicable, that persons who are brought or allowed onto a lot or the common property by the occupier 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.

## **Part 6 - Restriction on Short-Term Leases**

### **Restriction on Short-Term Leases**

14. The owner of a lot must not, without the corporations authorisation, lease the lot, or grant a right of occupation in respect of the lot for valuable consideration, for a period of less than 2 months.

## **Part 7 - General Provisions**

### **Display of Advertisements**

15. (1) Subject to this By-law, a person must not display an advertisement or sign on the lots or the common property without the approval of the corporation.
- (2) This By-law does not prevent the display of an advertisement or sign associated with the sale of a lot provided any sign used does not exceed 600mm by 1 metre in dimension.

### **Offence**

16. A person who contravenes or fails to comply with a provision of these by-laws is guilty of an offence.

Maximum Penalty \$500

**MEMORANDUM OF AGREEMENT**

**DEVELOPMENT APPLICATION NO. 145/1760/2001/1A**

**COLLECTION OF RUBBISH**

**THIS AGREEMENT** is made this 29<sup>th</sup> day of October 2001 between

**CITY OF ONKAPARINGA** of Ramsay Place Noarlunga Centre SA 5168  
(the Council) of the first part and

**THEODORE XENOPHOU** of 16 Karri Drive Dernancourt SA 5075  
of the second part.

**WHEREAS:**

- A) Theodore Xenophou is the Registered Proprietor of the whole of the land comprised in the whole of the Lot 14 in LTO Deposited Plan No. 58207 and being over portion of the land in Certificate of Title Register Book Volume 5235 Folio 430 and the whole of the land in Certificate of Title 5845 Folio 928 "The Land"
- B) Theodore Xenophou was granted a development approval in relation to the land, being Development Application No. 145/1760/2001/1A, and the Council has indicated that it will grant such approval upon certain conditions.
- C) One of such conditions is that Theodore Xenophou enter into an agreement with the Council in relation to the collection of rubbish from that portion of Land which is to be developed for housing pursuant to the approval, and in particular indemnifying the Council against losses incurred by the Council through the use of the road (hereinafter called "the Private Road") which is shown on the plans as Private Roads.

**IT IS HEREBY AGREED AS FOLLOWS:**

- 1. This agreement will be in force for a term of one year, such term to commence on the day when the first certificate of occupancy is issued in relation to a dwelling constructed upon the land.
- 2. Throughout the term of this agreement the Council will undertake weekly collections of domestic rubbish from all dwellings constructed on allotments bounding upon the Private Road.
- 3. Throughout the term of this agreement, Theodore Xenophou will indemnify the Council against any and all losses, damages, claims, actions,

demands, costs and expenses whatsoever which the Council may incur or suffer in relation to damage to property occurring whilst vehicles operated by or under contract to the Council are using the Private Road for the purposes of collecting rubbish pursuant to this agreement. The monetary limit of such indemnity will be such sum as may be nominated from time to time by the Council by notice in writing to Theodore Xenophou but in default of such nomination, the sum of **TEN MILLION DOLLARS (\$10,000,000-)** for any one incident. The Council will not be indemnified pursuant to this clause to the extent that an incident is caused by or contributed to by the wilful act or omission or negligence of the Council or any of the Council's Officers, Employers, Agents, Contractors or Contractors Employers or Agents.

4. Theodore Xenophou will throughout the term of this Agreement:

- 4.1 ensure that there are incorporated within the design and construction of the Private Road facilities to enable rubbish collection trucks to turn around, such facilities to be to the satisfaction of the Council.
- 4.2 ensure that the Private Road is not obstructed so as to prevent free movement of rubbish trucks for the purposes of collecting rubbish, and
- 4.3 maintain the Private Road in good condition.

5. Upon registration of the Community Plan pursuant to the development approval by the Registrar General of Deeds, Theodore Xenophou will procure the execution by the Community Corporation of an agreement in identical terms to this agreement, excepting that this clause 5 will be deleted therefrom.

6. Upon the expiry of the terms of this agreement the Council will be under no obligation to renew the agreement or enter into further agreement for collection of rubbish other than on such terms as Council may then in its absolute discretion determine.

SIGNED by  
Theodore Xenophou  
In the presence of:

.....

SIGNED by  
The City of Onkaparinga  
In the presence of:

.....

# Community Plan No 21159 Inc

## 100 Pimpala Road, Morphett Vale

Minutes of the Annual General Meeting of the Corporation held at  
Impact Church, Pimpala Road, Morphett Vale on Tuesday 22<sup>nd</sup> April 2008 at 7:05 pm

### PROCEEDINGS

<b>PRESENT:</b>	Mr Smith	LOT 1
	Mr & Mrs Warburton	LOT 2
	Mr Bal	LOT 4
	Ms Pearson	LOT 5
	Mr Ellis	LOT 6
	Mrs Hardman	LOT 8
	Mr Pluck	LOT 10
	Mr & Mrs Morphett	LOT 13
	Ms Jackson	LOT 14
	Ms Whittaker	LOT 17
	Mrs Baltulis	LOT 18
	Mr & Mrs Bullimore	LOT 21
	Ms Kallin	LOT 22
	Ms Pudney	LOT 23
	Ms Mattiske	LOT 26
	Mr Edwards	LOTS 28 & 32
	Ms Shearer	LOT 29
	Ms Shoobridge	LOT 30
	Ms Wingate	LOT 31
	Mr Rees	LOT 37
	Ms Ward	LOT 38
	Ms Noyce	LOT 45
	Ms Hurd	LOT 48

<b>BY PROXY:</b>	Ms Smith to Mr Robert Smith of Lot 1	LOT 3
	Ms Gaunt to Horner Management	LOT 7
	Ms Smith to Horner Management	LOT 15
	Ms Ankor to Marcin Bal of Lot 4	LOT 16
	Mr Jaunutis to Mr Doug Bullimore of Lot 21	LOT 19
	Mr & Mrs Whyatt to Mr Craig Edwards of Lots 28 & 32	LOT 27
	Ms Bowman to Mr Craig Edwards of Lots 28 & 32	LOT 47

**GUESTS:** Mrs Kathy Sayas & Mr Tony Johnson representing Horner Management Pty. Ltd.

**CHAIR:**

Kathy Sayas introduced herself and Tony Johnson who will be assisting in the chairing of the meeting. It was requested that Kathy Sayas assist the Presiding Officer in the conduct of the meeting and recording the minutes.

#### **APPROVALS FOR INSTALLATIONS AND POLICIES:**

The current policy on Pets was raised. The Chairperson advised that after removing the existing policy on the 25<sup>th</sup> of May 2002, the Corporation current does not have a policy on pets. Extensive discussions arose and the following motion was moved:

#### **Pet Policy:**

**The Occupier and Owner of the lot is permitted to keep or allow one animal on the lot being either a cat or a small to medium sized dog without written approval from the Community Corporation.**

**Where a Occupier or Owner of a Lot or, any other person who is on the Common Property with the consent of either the Community Corporation or an Owner (or Occupier) of a Lot, brings or keeps a pet on the Lot or any other part of the Common Property, that Owner or Occupier is:-**

- a. liable to the Owner or Occupier of their lots and all other persons lawfully on the Common Property for any noise which is disturbing to an extent which is unreasonable and for damage to or loss of property or injury to any person caused by the pet; and**
- b. responsible for cleaning up after the pet has been on any part of another lot or any part of the common property; and**
- c. is to ensure animals are kept within unit subsidiaries at all times and must not be allowed to roam any part of another lot or any part of the common property; and**
- d. is to ensure animals are restrained by a leash at all times when on any part of the common property.**

**As from the passing of this motion, existing Occupiers and Owners who currently have more than one animal are permitted to keep the animal for the life of the animal however are not permitted to replace the animal without the written consent of the Community Corporation.**

**The motion was moved by Ms Shoobridge and seconded by Ms Kallin. Carried unanimously.**

This is the copy of the Resolution of the Corporation referred to in the attached certificate



Signed by Mr Craig Edwards, Presiding Officer of Community Corporation No 21159 Incorporated.

