

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:

Street 1			
Street 2			
Suburb	State	Postcode	

2 Purchaser's registered agent:

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Address:

Street 1			
Street 2			
Suburb	State	Postcode	

3 Vendor:

Address:

Street 1	1 HORN DRIVE		
Street 2			
Suburb	HAPPY VALLEY	State SA	Postcode 5159

4 Vendor's registered agent:

☒

Address:

Street 1	192 MELBOURNE STREET		
Street 2			
Suburb	NORTH ADELAIDE	State SA	Postcode 5006

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

6 Description of the land: *[Identify the land including any certificate of title reference]*

Street 1	UNIT 2 / 38 CHILDERS STREET		
Street 2			
Suburb	NORTH ADELAIDE	State SA	Postcode 5006
being the *whole / portion of the land comprised in Certificate of Title Volume 6018 Folio 436			

Part B - Purchaser's cooling-off rights and proceeding with the purchase

To the purchaser:

Right to cool-off (section 5)

1 - Right to cool-off and restrictions on that right

You may notify the vendor of your intention not to be bound by the contract for the sale of the land UNLESS -

- (a) you purchased by auction; or
- (b) you purchased on the same day as you, or some person on your behalf, bid at the auction of the land; or
- (c) you have, before signing the contract, received independent advice from a legal practitioner and the legal practitioner has signed a certificate in the prescribed form as to the giving of that advice; or
- (d) you are a body corporate and the land is not residential land; or
- (e) the contract is made by the exercise of an option to purchase not less than 5 clear business days after the grant of the option and not less than 2 clear business days after service of this form; or
- (f) the sale is by tender and the contract is made not less than 5 clear business days after the day fixed for the closing of tenders and not less than 2 clear business days after service of this form; or
- (g) the contract also provides for the sale of a business that is not a small business.

2 - Time for service

The cooling-off notice must be served -

- (a) if this form is served on you before the making of the contract - before the end of the second clear business day after the day on which the contract was made; or
- (b) if this form is served on you after the making of the contract - before the end of the second clear business day from the day on which this form is served.

However, if this form is not served on you at least 2 clear business days before the time at which settlement takes place, the cooling-off notice may be served at any time before settlement.

3 - Form of cooling-off notice

The cooling-off notice must be in writing and must be signed by you.

4 - Methods of service

The cooling-off notice must be -

- (a) given to the vendor personally; or
- (b) posted by registered post to the vendor at the following address:

1 Horn Drive Happy Valley SA 5159

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

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

lawyers@adelta.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:

192 Melbourne Street North Adelaide SA 5006

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

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

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

5 - Effect of service

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

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

Proceeding with the purchase

If you wish to proceed with the purchase -

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

Part C - Statement with respect to required particulars**(section 7(1))****To the purchaser:**

*We, Mark Andrew Webster and Amanda Michelle Webster

of 1 Horn Drive Happy Valley SA 5159

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: 19/06/2026

Signed:

Mark Webster

Date: 19/06/2026

Signed:

Amanda Webster

Date:

Signed:

Date:

Signed:

Part D - Certificate with respect to prescribed inquiries by registered agent**(section 9)****To the purchaser:**

I, Tracy Louise Bowe of Adelta Legal (SA) 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: 19/06/2026

Signed:

Tracy Bowe

*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
<i>[If an item is applicable, ensure that the box for the item is ticked and complete the item.]</i> <i>[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.</i> <i>Alternatively, the item and any inapplicable heading may be omitted, <u>but not</u> in the case of-</i> <i>(a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and</i> <i>(b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and</i> <i>(c) the heading "6. Repealed Act conditions" and item 6.1; and</i> <i>(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.]</i> <i>[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.]</i> <i>[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.]</i> <i>[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 <u>all</u> 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.]</i>		

1. General

1.1 Mortgage of land <i>[Note - Do not omit this item. This item and its heading must be included in the statement even if not applicable.]</i>	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): Refer to Certificate of Title Volume 6018 Folio 436 attached. Number of mortgage (if registered): 13231496 Name of mortgagee: People First Bank (formerly Australian Central Credit Union Ltd)
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YES

YES

1.2 Easement

(whether over the land or annexed to the land)

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

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

Is this item applicable?

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

Are there attachments?

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

Refer to Property Interest Report (page 12) attached.

Description of land subject to easement:

Portion of Certificate of Title Volume 6018 Folio 436

Nature of easement:

Electricity and Telecommunications infrastructure - building restrictions and statutory easements (including those related to gas, water and sewage)

Are you aware of any encroachment on the easement?

NO

If YES, give details:

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

If YES, give details:

1.3 Restrictive covenant

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

Is this item applicable?

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

Are there attachments?

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

Nature of restrictive covenant:

Name of person in whose favour restrictive covenant operates:

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

If NO, give details:

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



NO

YES



NO

YES

1.4 Lease, agreement for lease, tenancy agreement or licence

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

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

Is this item applicable?**Will this be discharged or satisfied prior to or at settlement?****Are there attachments?**

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

Refer to Residential Tenancy Agreement attached.

Name of parties:

Mark and Amanda Webster (landlord)
Jayne Bills (tenant)

Period of lease, agreement for lease etc:

From 29/09/2025 to 28/09/2026

Amount of rent or licence fee:

\$ 415.00 per week (period)

Is the lease, agreement for lease etc in writing?

YES

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

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

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



NO

YES

5. Development Act 1993 (repealed)

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

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

Is this item applicable?

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

Are there attachments?

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

Refer to City of Adelaide search attached.

Condition(s) of authorisation:

Refer to City of Adelaide search attached.

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6. Repealed Act conditions

6.1 Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1967* (repealed)

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

Is this item applicable?

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

Are there attachments?

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

Nature of condition(s):

7. Emergency Services Funding Act 1998

7.1 section 16 - Notice to pay levy

Is this item applicable?

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

Are there attachments?

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

Refer to Certificate of Emergency Services Levy payable attached.

Date of notice:

28/5/2026

Amount of levy payable:

\$105.25 - PAID

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YES

YES

29. Planning, Development and Infrastructure Act 2016

29.1 Part 5 - Planning and Design Code

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

Is this item applicable?

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

Are there attachments?

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

Refer to City of Adelaide search, PlanSA Report and Property Interest Report attached.



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

Zone: City Living (CL)

Subzones: North Adelaide Low Intensity (NALI)

Zoning overlays: Refer to PlanSA report attached.

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

Is the land designated as a local heritage place?

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

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

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

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

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

Date of authorisation:

Name of relevant authority that granted authorisation:

Condition(s) of authorisation:

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

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

Date of notice:

Name of person giving notice of proposed work:

Building work proposed (as stated in the notice):

Other building work as required pursuant to the Act:

29.4 section 140 - Notice requesting access

~~Is this item applicable?~~

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

~~Are there attachments?~~

~~If YES, identify the attachment(s)~~

~~(and, if applicable, the part(s) containing the particulars):~~

Date of notice:

Name of person requesting access:

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

Activity of work to be carried out:

29.5 section 141 - Order to remove or perform work

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

~~If YES, identify the attachment(s)~~

~~(and, if applicable, the part(s) containing the particulars):~~

Date of order:

Terms of order:

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

Amount payable (if any):

29.6 section 142 - Notice to complete development

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

~~If YES, identify the attachment(s)~~

~~(and, if applicable, the part(s) containing the particulars):~~

~~Date of notice:~~

~~Requirements of notice:~~

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

~~Amount payable (if any):~~

29.7 section 155 - Emergency order

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

~~If YES, identify the attachment(s)~~

~~(and, if applicable, the part(s) containing the particulars):~~

~~Date of order:~~

~~Name of authorised officer who made order:~~

~~Name of authority that appointed the authorised officer:~~

~~Nature of order:~~

~~Amount payable (if any):~~

29.8 section 157 - Fire safety notice

~~Is this item applicable?~~

☐

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

☐

~~Are there attachments?~~

☐

~~If YES, identify the attachment(s)~~

~~(and, if applicable, the part(s) containing the particulars):~~

Date of notice:

Name of authority giving notice:

Requirements of notice:

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

Amount payable (if any):

29.9 section 192 or 193 - Land management agreement

~~Is this item applicable?~~

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

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~~Are there attachments?~~

☐

~~If YES, identify the attachment(s)~~

~~(and, if applicable, the part(s) containing the particulars):~~

Date of agreement:

Names of parties:

Terms of agreement:

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

~~If YES, identify the attachment(s)~~

~~(and, if applicable, the part(s) containing the particulars):~~

Date requirement given:

Name of body giving requirement:

Nature of requirement:

Contribution payable (if any):

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

~~Is this item applicable?~~

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

~~Are there attachments?~~

~~If YES, identify the attachment(s)~~

~~(and, if applicable, the part(s) containing the particulars):~~

Date of agreement:

Names of parties:

Terms of agreement:

Contribution payable (if any):

29.12 Part 16 Division 1 - Proceedings

~~Is this item applicable?~~

☐

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

☐

~~Are there attachments?~~

☐

~~If YES, identify the attachment(s)~~

~~(and, if applicable, the part(s) containing the particulars):~~

~~Date of commencement of proceedings:~~

~~Date of determination or order (if any):~~

~~Terms of determination or order (if any):~~

29.13 section 213 - Enforcement notice

~~Is this item applicable?~~

☐

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

☐

~~Are there attachments?~~

☐

~~If YES, identify the attachment(s)~~

~~(and, if applicable, the part(s) containing the particulars):~~

~~Date notice given:~~

~~Name of designated authority giving notice:~~

~~Nature of directions contained in notice:~~

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

~~Amount payable (if any):~~

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

~~Is this item applicable?~~

☐

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

~~Are there attachments?~~

~~If YES, identify the attachment(s)~~

~~(and, if applicable, the part(s) containing the particulars):~~

Date order made:

Name of court that made order:

Action number:

Names of parties:

Terms of order:

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

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



- 1 Name of community corporation: Community Strata Plan 224917 Inc
Address of community corporation: 38 Childers Street
North Adelaide SA 5006
- 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):
Administrative Fund - \$418.97 per quarter
Sinking Fund - \$151.25 per quarter
- (b) particulars of assets and liabilities of the community corporation:
Refer to Ace Body Corporate Management search attached.
- (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 to Ace Body Corporate Management search attached.
- (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:
Refer to Ace Body Corporate Management search attached.
- (e) if the lot is a community lot, particulars of the lot entitlement of the lot:
605/10000

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

- 4 Documents supplied by the community corporation that are enclosed:
- (a) a copy of the minutes of the general meetings of the community corporation and management committee
*for the 2 years preceding this statement / ~~since the deposit of the community plan;~~
(*Strike out or omit whichever is the greater period)
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.
YES

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

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

Not Applicable

- 6 The following documents are enclosed:

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



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



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

Name: Ace Body Corporate Management

Address: PO Box 672
Prospect East SA 5082

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.

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

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

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

You can also seek advice from a legal practitioner.

ANNEXURES

~~* There are no documents annexed hereto~~

* The following documents are annexed hereto -

Form R3 Buyers Information Notice

Certificate of Title Volume 6018 Folio 436

Residential Tenancy Agreement

Property Interest Report

City of Adelaide search and PlanSA Report

ESL Certificate

Land Tax Certificate

SA Water Certificate

The particulars supplied by the Community Corporation (statement pursuant to section 139) and enclosures

Community Plan 24917

By-laws of the Community Scheme

Scheme Description of the Community Scheme

ACKNOWLEDGEMENT OF RECEIPT

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

Dated this _____ Day of _____ 20____

Signed:

Date:

Signed:

Date:

Signed:

Date:

Signed:

Date:

(*Strike out whichever is not applicable)

Form R3

Buyers information notice

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

Land and Business (Sale and Conveyancing) Regulations 2025 regulation 16

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 Consumer and Business Advice section on the following website: www.cbs.sa.gov.au

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

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

Safety

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

Enjoyment

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

Value

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

For more information on these matters visit Consumer and Business Advice section on the following website: 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.

ANNEXURES

TO FORM 1 STATEMENT

2/38 Childers Street North Adelaide SA 5006



Product Register Search (CT 6018/436)
Date/Time 28/05/2026 09:31AM
Customer Reference 706227
Order ID 20260528001410

REAL PROPERTY ACT, 1886



South Australia

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



Certificate of Title - Volume 6018 Folio 436

Parent Title(s) CT 5779/123
Creating Dealing(s) ACT 11012072
Title Issued 16/09/2008 Edition 4 Edition Issued 02/01/2020

Estate Type

FEE SIMPLE

Registered Proprietor

MARK ANDREW WEBSTER
AMANDA MICHELLE WEBSTER
OF 1 HORN DRIVE HAPPY VALLEY SA 5159
AS JOINT TENANTS

Description of Land

LOT 2 PRIMARY COMMUNITY STRATA PLAN 24917
IN THE AREA NAMED NORTH ADELAIDE
HUNDRED OF YATALA

Easements

NIL

Schedule of Dealings

Dealing Number	Description
13231496	MORTGAGE TO AUSTRALIAN CENTRAL CREDIT UNION LTD. (ACN: 087 651 125)

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
07/08/2008	11012073	BY-LAWS	FILED
07/08/2008	11012074	SCHEME DESCRIPTION	FILED

Registrar-General's Notes NIL

Administrative Interests NIL



Fox Real Estate SA Pty Ltd T/A Fox Real Estate
192 Melbourne Street North Adelaide SA 5006
Tel: 08 8267 4995 Fax: 08 8267 4998 Agent No: 226868
Email: fox@foxrealestate.com.au

Member of REISA

SAPM003 © reaforms Pty Ltd

RESIDENTIAL TENANCY AGREEMENT

FIXED TERM OR PERIODIC

This is a Residential Tenancy Agreement and the parties to this Agreement should consider obtaining legal advice about their rights and obligations under this Agreement.

The Landlord agrees to let and the Tenant agrees to rent from the Landlord the Premises detailed below on the terms set out in this Agreement.

LANDLORD

Name Mark & Amanda Webster

Address 1 Horn Dr

Happy Valley SA 5159

AGENT

Name Fox Real Estate SA Pty Ltd trading as Fox Real Estate

Address 192 Melbourne Street NORTH ADELAIDE SA 5006

Mobile _____ Phone 08 8267 4995

ABN 11 526 183 974

Email fox@foxrealestate.com.au

RLA 226868

TENANT/S

The Tenant/s consent to the below email being used for the purposes of service under the Act.

Tenant 1 Jayne Bills

Date of Birth _____

Email jayneyxena@gmail.com

Phone 0426 181 164

Tenant 2 _____

Date of Birth _____

Email _____

Phone _____

PREMISES

2/38 Childers Street, North Adelaide SA 5006

Reservation of any part of the Premises

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

Not Applicable

RENT

\$415 per week

FOUR HUNDRED AND FIFTEEN DOLLARS

(in words)

Rent payable in instalments

1st instalment: \$830 due on 29/09/2025 (date)

2nd instalment: \$830 due on 13/10/2025 (date)

Thereafter \$830 every ☐ week ☒ fortnight ☐ four weeks ☐ monthly

Payment method

☐ Internet Transfer

☐ Direct Debit

☐ Rent Card

☒ Other BPAY

Manner of Payment of Rent

Rent payable by BPAY - Biller code #4481 Reference #54407143

Or to pay by credit card go to www.deft.com.au and use the above reference number

RESIDENTIAL TENANCY AGREEMENT

page 2

FIXED TERM TENANCY☐ No☒ Yes

From 29/09/2025

To

28/09/2026

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

OR

PERIODIC TENANCY☒ No☐ Yes

From _____ Until terminated in accordance with this Agreement

RENT INCREASE PROVISIONS

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

☐ the rent will increase to \$ _____ per _____ on _____ (date)☐ the rent increase will be calculated by the following method and on the following dates:

In any event and/or if no set rent increases are detailed above the parties agree that the Landlord may increase the rent in accordance with section 55 of the Act by giving notice prior in accordance with and complying with section 55(2) (c) and section 55(2b) of the Act and as may be detailed in this Agreement.

Note: If the tenancy changes from a fixed term to a periodic tenancy, the rent cannot be increased within 12 months after the start of the original agreement or the last increase.

BOND

\$1,660 Max is 4 weeks' rent if rent is \$800p/w or less, OR 6 weeks' rent if rent is more than \$800p/w.

WATER CONSUMPTION

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

☒ All quarterly supply charges & all water usage or group shared invoiced services (Community Title/Strata)☐ All water usage☐ All water usage over & above _____ annual allowances☐ No charge for water☐ Other _____

If the consumption of water at the Premises is separately metered, the Landlord may require the Tenant to reimburse the Landlord for rates and charges for water consumption that are based on the amount of water used at the Premises pursuant to this Agreement.

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

Service**Apportionment**

INSURANCE☒ **Landlord** has responsibility for insurance of the building and premises and any contents owned by the Landlord.☒ **Tenant** has responsibility for insurance of contents of the premises (for property the tenant has possession of).

PROSPECTIVE SALE

☒ No

☐ Yes

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

PETS

☒ No

☐ Yes – Refer to Pet Agreement (Stand Alone)

☐ Yes – Refer to Application for approval to keep a pet and Notice of response to pet application

☐ As per below

DOMESTIC APPLIANCES & INFORMATION

Information for appliances and devices will be reasonably given (and can be in writing or verbally) and may be provided via email by the Agent.

Facility

Model/Name (if applicable)

To be outlined in the ingoing inspection

SPECIAL CONDITIONS

Special Conditions relating to the Tenancy

Refer General Annexure Item 1

GENERAL CONDITIONS

1. Application of Act and Regulations

The provisions of the *Residential Tenancies Act 1995* (the '**Act**') and the *Residential Tenancies Regulations 2025* (the '**Regulations**') as amended from time to time apply to this Agreement and wherever there be any inconsistency or conflict between the terms of this Agreement and the Act or Regulations then the Act or Regulations will prevail and the terms and conditions in this Agreement will be read down but so as to preserve as far as possible the clauses or provisions of this Agreement.

2. Manner of Payment of Rent

The Tenant will pay rent to the Landlord for the Premises at the rate and in the manner and place specified in this Agreement without setoff or abatement.

3. Rates Taxes and Charges

The Landlord will bear all statutory rates taxes and charges imposed in respect of the Premises. The Tenant is to pay water rates as set out in this Agreement and in accordance with the Act and Regulations.

4. Rent Review

The rent will be reviewed and may be increased by written notice in accordance with section 55 of the Act. The Landlord can increase the rent at least 12 months after the date on which this Agreement was entered into or if there has been a previous increase of rent, the last increase in accordance with section 55(2b) of the Act.

5. Subletting and Assignment

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

6. Re-letting

If the Tenant breaches this Agreement during the term and the Landlord re-lets the Premises, the Tenant will pay all the Landlord's reasonable re-letting costs, including but not limited to advertising, out of pocket expenses and legal fees, together with the rent in accordance with the Act.

7. Tenant's Obligations

The Tenant must:

- 7.1 Pay for all services to the Premises which may include but not limited to gas, oil, electricity, water consumption, telephone, internet (including NBN) and any other amounts recoverable at law.
- 7.2 Keep the Premises clean and secure and notify the Landlord of any damage to the property and report immediately to the Landlord any breakdown or fault in equipment, water, electrical or other essential services to the property.
- 7.3 Keep all drains clear and only use sewers and plumbing in the normal course and use.
- 7.4 Use the Premises only as a place of residence and not for any other purpose without the Landlord's written consent.
- 7.5 Pay for the cost of any repairs to the Premises where damage to the Premises is a result of a breach by the Tenant or their invitees of this Agreement or caused by the wrongful and/or negligent act of the Tenant and/or their invitees.
- 7.6 Maintain the grounds and gardens surrounding the Premises to at least the same standard as presented at the commencement of the term of the tenancy.
- 7.7 Where the Premises comprise a unit under the *Strata Titles Act 1988* or the *Community Titles Act 1996* or are comprised in a form of multiple dwellings the Tenant will comply in all respects with the provisions of the Articles of the Corporation, its by-laws, and any directions of the Corporation or the management of rights of unit or lot holders.
- 7.8 Keep the Premises clear of rubbish and comply with any by-laws concerning rubbish collection.
- 7.9 The Tenant will comply with all reasonable directions of the Landlord in relation to the maintenance, care and use of the Premises.

The Tenant will not:

- 7.10 Subject to the provisions of the Act, alter or remove a lock or security device or add a lock or security device without the consent of the Landlord. The Tenant must insure and keep insured all the Tenant's belongings against all risks.
- 7.11 Without the Landlord's written consent, not to be unreasonably withheld in accordance with the Act, make any alteration or addition to the Premises.
- 7.12 Use or cause or permit the Premises to be used for any illegal or unauthorised purpose (e.g. drug related conduct) or cause or permit a nuisance. The Tenant must not cause or permit an interference with the reasonable peace, comfort or privacy of another person who resides in the immediate vicinity of the Premises.
- 7.13 Intentionally or negligently cause or allow damage to the Premises (including placing of nails plugs or screws and/or fixing any adhesives to any part of the Premises whatsoever).
- 7.14 Use any part of the Premises except in connection with the intended purpose of the fixture or fitting.
- 7.15 Interfere with any plant, equipment or machinery on the Premises other than in accordance with consent of the Landlord and the manufacturer's instructions.
- 7.16 Bring any bicycle, motorcycle or electric transport (including e-scooters) into the living areas of the Premises.
- 7.17 Erect or place any sign or notice on or in the Premises.

If the Premises contains a swimming pool, the Tenant will:

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

8. Landlord's Obligations

The Landlord will:

- 8.1 Deliver the Premises at the commencement of the term in a reasonable state of cleanliness and comply with minimum housing standards pursuant to the *Housing Improvement Act 2016*.
- 8.2 Provide and maintain the Premises and ancillary property in a reasonable state of repair at the beginning of the tenancy and will keep them in a reasonable state of repair having regard to their age, character and prospective life and abide by all legal requirements regarding the buildings and health and safety in respect of the Premises.
- 8.3 Ensure that the requirements prescribed by the Regulations relating to the energy and water efficiency are complied with in relation to appliances, fittings and fixtures installed or replaced by the Landlord on the Premises on or after 1 July 2024.
- 8.4 Take reasonable steps to provide adequate locks and devices to ensure the Tenant is able to keep the Premises reasonably secure.
- 8.5 Grant the Tenant quiet enjoyment of the Premises during the term and not interfere with the peace, comfort or privacy of the Tenant and will take all reasonable steps to enforce this obligation upon any other tenant of the landlord in occupation of the Premises.

9. Right of Entry

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

- 9.1 Immediately in an emergency.
- 9.2 To carry out necessary repairs or maintenance at the request of the Tenant, at a reasonable time where the Tenant has been given at least 48 hours notice.
- 9.3 As may be arranged with the Tenant but not more than once each week to collect rent.
- 9.4 To inspect the Premises no more than four times a year at a reasonable hour and notice must be given to the Tenant of no less than seven days and no more than 28 days before the day of entry.
- 9.5 For the purpose of showing the Premises to prospective tenants at a reasonable hour and on a reasonable number of occasions during a period of 28 days prior to the end of the tenancy.
- 9.6 For the purpose of showing prospective purchasers at such reasonable times upon giving reasonable notice to the Tenant.
- 9.7 To determine if a breach has been remedied provided the Landlord has given the Tenant a notice of breach in a form prescribed by the Regulations, no less than seven days and no more than 14 days before the day of entry.
- 9.8 At any time with the consent of the Tenant given immediately before the time of entry.

10. Compensation for Damages

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

11. Termination by Landlord**Fixed Term**

The Landlord may terminate a fixed term agreement at the end of the fixed term in a form prescribed under the Regulations, specifying a prescribed ground of termination after giving at least 60 days' notice prior to the end of this Agreement, to the Tenant.

The Landlord can terminate this Agreement for breach of the terms of this Agreement in a form prescribed under the Regulations, specifying the breach and requiring remedy of the breach within a specified period (which must be a period of at least seven days) from the date of the notice. The Landlord may terminate this Agreement on the grounds of non payment of rent where rent or any part of the rent has been outstanding for a period of 14 days.

Periodic Tenancy

The Landlord may terminate a periodic tenancy in a form prescribed under the Regulations specifying a prescribed ground of termination.

12. Termination by Tenant**Fixed Term**

The Tenant may terminate a fixed term agreement at the end of the fixed term in a form prescribed under the Regulations, without specifying a ground of termination, after giving at least 28 days' notice to the Landlord.

Periodic Tenancy

The Tenant may terminate a periodic tenancy in a form prescribed under the Regulations without specifying a ground of termination, with the hand over date being at least 21 days from the date of the notice, or a period equivalent to a single rental period of the tenancy (whichever is longer).

13. Pets

13.1 The Tenant must not keep a Pet on the Premises without the consent of the Landlord, which must not be unreasonably withheld in accordance with the Act.

13.2 If the Landlord consents to the Tenant keeping a Pet at the Premises the Tenant will be subject to the following terms and conditions:

- (a) Pets must be kept outside at all times unless otherwise agreed in this Agreement.
- (b) This consent is expressly limited to the Pet detailed in this Agreement only and not others or substitute Pets.
- (c) All Pet waste is to be promptly cleaned up and properly disposed of.
- (d) All damage caused by the Pet is to be reported to the Landlord immediately and repaired at the cost of the Tenant.
- (e) The Tenant must ensure that the Pet does not restrict inspections or access for inspections.
- (f) The Tenant must comply with all Regulations in relation to keeping Pets and the Pet must not constitute or cause a nuisance to others or breach any by-laws or rules if in a unit complex.
- (g) No works will be undertaken for fencing and no warranties are given that the fencing or Premises is suitable. The Tenant accepts all liability if the Pet escapes from the Premises causing injury or damage to itself or others.
- (h) The Tenant must have any carpets cleaned to a professional standard at the end of the tenancy.
- (i) The Tenant signing this Agreement warrants that he/she has the authority of all other named Tenant/s to sign this Agreement on their behalf and all are bound by the terms and conditions.

14. Definitions and Interpretation

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

15. GST

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

16. Counterparts

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this Agreement.

GENERAL ANNEXURE

General Annexure Item 1

The tenant/s agree to communicate solely with the managing agent.

The tenant/s hereby acknowledge and consent to receive correspondence from Fox Real Estate by email to their nominated email address.

The tenant/s acknowledge that they are responsible for their own contents insurance at the rented premises. Should the tenant/s choose not to insure their personal belongings, the agent and landlord will not be held liable for any associated replacement costs.

The tenant/s agree to not use any open fireplaces unless written permission is provided by the landlord or agent.

No smoking of any substance is allowed inside the premises, this includes any visitors to the property. No candles or incense to be burned inside property.

The tenant/s agree to notify the agent should the smoke alarm be faulty or require repair or replacement.

The tenant/s agree not to enter the roof cavity for any reason without consent from the landlord / agent

NBN - If the property is leased with an NBN modem connected, the tenant is to leave this at the property upon vacating.

The tenant/s agree to abide by all Strata Rules and Regulations if applicable and a brochure outlining the responsibilities of the residents will be supplied at the commencement of the tenancy.

The tenant/s acknowledge that the landlord and/or the agent are not able to guarantee that media points (this includes but not limited TV, Telephone and Foxtel outlets) are connected to the premises and are therefore, excluded. Any costs associated with the connection will be borne by the tenant.

No pets are allowed without written permission from the landlord or agent. If permission is given, you will be required to sign a pet lease which will form part of this tenancy agreement.

Rental Payments - All rental payments must be made by Bpay - Biller Code # 4481 followed by your DEFT reference number, or you may pay through the DEFT website. Should there be any dishonored payments, the bank charges will be passed on to the tenant. The current charge is \$15.00 per occurrence, however is subject to change without notice from Macquarie bank. We are unable to accept cash payments in our office.

General Maintenance - The tenant/s agree to maintain the property by keeping the property in a neat, clean and tidy condition at all times. No rubbish is to be stored in or around the property. The tenant/s agree to keep the immediate outside areas around the property clean, neat and tidy.

The tenant/s agree to lease the property in it's current condition and acknowledge that necessary maintenance and repairs will be carried out to keep the property in a reasonable state of repair, taking into consideration the property's age, character and prospective life. Any requests for improvements are to be submitting in writing and will be at the owner's discretion.

The tenant/s will not install any extra picture hooks, nails or screws including 3M or Commander removable hooks at the property without written consent from the landlord or agent. If consent is granted any damage caused to paintwork will be the responsibility of the tenant to repair.

Timber flooring – All floorboards must be cleaned with a product manufactured for cleaning of floorboards. The tenant/s will need to undertake measures to protect timber flooring from being damaged (eg. felt pads under furniture). The tenant/s will be liable to repair any damages caused to the floorboards.

Laminate flooring – Tenant/s are aware they need to only use a damp mop when cleaning laminate flooring

with an approved product. Any spills and excess water needs to be cleaned immediately to avoid causing damage to the flooring.

The tenant/s agree to use a drip tray and protect car park flooring should their car leak oil. Any oil stains will be the responsibility of the tenant/s to remove and clean.

Inspections - Routine Inspections are conducted every 3-4 months with 7 – 14 days notice being provided to the tenant. Should you not be home, we will use our office keys for access. Photos of the property will be taken during the inspection.

Gardens - The tenant/s agree to keep garden areas maintained at all times. This includes the lawns to be watered, mowed and edged regularly. Garden beds are to be watered, weeded and clear of any loose debris. Pavement is to be clean and free of weeds. No lawn clippings are to be emptied in to garden beds and must be disposed of. Vehicles must not be parked on any lawn areas or garden beds under any circumstances. Any cost to repair will be borne by the tenant.

Additional Tenant/ Subletting - Approval of an additional tenant must be sought and received by the Property manager. The tenant/s must not assign this tenancy, or sublet the property without the prior written consent of the agent/landlord. Any prospective additional tenants will be required to complete an application form and be approved by the landlord. Any lease changes approved and made will incur a lease changeover fee of \$110.00 charged by Fox Real Estate. The tenant/s agree not to sublet the property or any portion thereof to a third party on a holiday or short term basis, directly or through any agent or booking service.

Bond - Bond paid at the commencement of tenancy will be lodged on your behalf with Consumer and Business Services. Upon vacating and final inspection being completed, your bond will be refunded accordingly. At no time during the tenancy will the bond be remitted in part or be able to be transferred.

After Hours Emergency Maintenance - For emergency situations that occur out of business hours e.g. hot water unit, gas leak, electrical faults, break in) please contact the applicable tradesperson listed below for assistance;

Plumber – Platinum – 7132 0324

Electrician – Skill-tech - 0418 164 677

Glazier - Robertson's Glazing - 8264 4161

Locksmith - Rite Price Locksmith - 0404 018 066

For storm damage, please contact the SES - 132 500

If you arrange after hours maintenance, please notify your Property Manager on the next business day.

Break Lease - Should you need to terminate your lease prior to the fixed term expiry date, you will need to notify your property manager in writing providing a vacating date. You will be liable to pay rent until the expiration of your lease or until the day prior to a new tenants lease commencing (whichever occurs first) along with advertising charges and a portion of the owners letting fee.

Vacating - The tenant/s are required to return the property back to Fox Real Estate in a neat, clean and tidy condition in accordance with the initial condition report, less any fair wear and tear. The tenant/s agree to have the carpet and/or flooring professionally cleaned at the end of the tenancy if stained or marked. A thorough final inspection checklist will be supplied to you for completion upon giving notice to vacate the premises. To help facilitate a smooth vacate process, we can recommend professional contractors.

The landlord may seek compensation from the tenant/s to professionally clean the carpets or flooring if they are not in a reasonable state of cleanliness at the end of the tenancy.

Zero Tolerance Rent Arrears Policy - The tenant/s agree that rent is to be paid a minimum of two weeks in advance at all times. Should this not be adhered to, then appropriate legal action will be taken. Our company has a zero tolerance policy to late rent payments. Should there be a delay, please advise your Property Manager prior. Continual late rent payments may jeopardise your rental history and the opportunity to renew your lease.

Our arrears policy is as follows -

RESIDENTIAL TENANCY AGREEMENT

page 10

3-5 days late - you will receive an automated text message notifying you of the arrears

5-7 days late - you will receive a text message, email or phone call regarding your arrears

7-14 days late - we will continue to try to make contact to discuss the breach and seek immediate resolution

15 days late - A breach of tenancy notice will be automatically issued giving you 7 days to remedy the breach or tribunal proceeding will follow.

PRIVACY STATEMENT

The Agent uses personal information collected from you to act as the agent and to perform its obligations as agent. The Agent may disclose information to other parties such as its client, to potential purchasers of the property, or to clients of the Agent both existing and potential, as well as to tradespeople, strata corporations, government and statutory bodies and to other parties as required by law. The Agent will only disclose information in this way to other parties as required to perform their duties for the purposes specified above or as otherwise allowed under the *Privacy Act 1988* (Cth). If you would like to access this information you can do so by contacting the Agent at the address and contact numbers in this agreement. You can correct any information if it is inaccurate, incomplete or out-of-date. Real estate and tax law requires some of this information to be collected.

ACKNOWLEDGEMENT AND CONSENT

The parties acknowledge and consent to each signing this document (and any notices given under this document or legislation) themselves, or by their attorneys and/or representatives, by electronic and/or digital signatures pursuant to the *Electronic Communications Act 2000* (SA) and the *Electronic Transactions Act 1999* (Cth) as applicable, and delivering this document and giving and receiving any communications relating to this document electronically.

EXECUTION

TENANT 1

Signed by:

713637E11C22473

Jayne Bills

DATED

12-09-2025

TENANT 2

DATED

Tenant 2

The Tenant(s) acknowledge receipt of

Information Brochure - *Residential Tenancies Act 1995*

Statutory Notice for Short Fixed Term Tenancy (if less than 90 days)

Inspection Report

Manuals and Instructions or internet directions to access

☒ Yes	☐ No
☒ Yes	☐ No
☒ Yes	☐ No
☒ Yes	☐ No

AGENT

Signed by:

C7414276DA7B452

DATED

12-09-2025

OFFICE USE

Inspection Report sent	☐ Yes
Manuals or instructions (written or oral) for domestic facilities given	☐ Yes
A copy of this Agreement sent	☐ Yes
Security Bond Form	☐ Yes
Information regarding Water Charges	☐ Yes
Agents Tenant Information Annexure	☐ Yes
Keys given	☐ Yes

NOTICE OF TENANCY DETAILS

Residential Tenancies Act 1995

Details pursuant to section 48 of the Act to be supplied at commencement of new tenancy.
TO BE RETAINED BY THE TENANT

INFORMATION REGARDING YOUR TENANCY

TENANT/S

Tenant 1 Jayne Bills Date of Birth
Email jayneyxena@gmail.com Phone 0426 181 164

Tenant 2 Date of Birth
Email Phone

The Tenants consent and will accept all Notices under the Act and other communications from the Agent being sent to their email addresses above.

PROPERTY

Address 2/38 Childers Street, North Adelaide SA 5006

AGENT

Name Fox Real Estate SA Pty Ltd trading as Fox Real Estate

Address 232 Melbourne Street NORTH ADELAIDE SA 5006

Mobile Phone 08 8267 4995 ABN 11 526 183 974

Email fox@foxrealestate.com.au RLA 226868

The Agent will accept service of all Notices by email to this address.

LANDLORD

Name Mark & Amanda Webster

Address 1 Horn Dr
Happy Valley SA 5159

Mobile (only required if no agent is acting for the landlord):

If Company (registered address)

If Landlord not owner (Owner):

Person with superior title to the landlord: Name the person who has a right of ownership to the rented property (e.g. if the head tenant has sublet the property, the head tenant would complete the above section of this notice as the landlord and the person who owns the property has superior title to them)

Insert full name

Address

DETAILS OF EMBEDDED ELECTRICITY NETWORK (if applicable)

General information about the nature, benefits and potential consequences of participating in an embedded network.

Details of the retailer for the embedded network, including applicable electricity tariffs, the retailer's contact information, ABN and website.

Information about metering arrangements in relation to, and potential costs of, participating in the embedded network.

Cost apportionments per kilowatt hour for any bundled utilities arising from participating in the embedded network.

RESIDENTIAL TENANCIES ACT 1995

Section 48—Information to be provided by landlords to tenants

- (1) A landlord must ensure that a tenant is given, before or at the time the landlord and tenant enter into a residential tenancy agreement, a written notice setting out -
 - (a) if an agent is acting for the landlord - the agent's name, telephone number and postal or email address for service of documents; and
 - (b) the landlord's full name and postal or email address for service of documents (which must not be the agent's address for service); and
 - (c) if no agent is acting for the landlord - the landlord's telephone number; and
 - (d) the full name and address of any person with superior title to the landlord; and
 - (e) if the landlord is a company - the address of the registered office of the company; and
 - (ea) if electricity is supplied to the Premises via connection point that is part of an embedded network – the prescribed information relating to the supply of electricity; and
 - (f) any other information required by the Commissioner.
Maximum penalty: \$20,000.
Expiation fee: \$1,200.

- (2) A landlord must take reasonable steps to ensure that a tenant is given, before or at the time the tenant commences occupation of the premises under a residential tenancy agreement, manufacturers' manuals, or written or oral instructions, about the operation of any domestic facilities requiring instructions.

Note-

Domestic facilities requiring instructions should also be listed in the tenancy agreement - see section 69(3a).

- (3) If a person succeeds another as the landlord, the new landlord must, within 14 days, ensure that the tenant is given a written notice setting out -
 - (a) if an agent is acting for the new landlord - the agent's name, telephone number and postal or email address for service of documents; and
 - (b) the new landlord's full name and postal or email address for service of documents (which must not be the agent's address for service); and
 - (c) if no agent is acting for the new landlord - the new landlord's telephone number; and
 - (d) if the new landlord is a company - the address of the registered office of the company; and
 - (e) any other information required by the Commissioner.
Maximum penalty: \$20,000.
Expiation fee: \$1,200.
- (4) If a name, postal or email address or telephone number of which the landlord is required to notify the tenant under this section changes, the landlord must, within 14 days of becoming aware of the change, notify the tenant in writing of the change.
Maximum penalty: \$20,000.
Expiation fee: \$1,200.
- (5) In this section –
embedded network has the same meaning as in the *National Electricity Rules*.

Property Interest Report

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

Title Reference	CT 6018/436	Reference No. 2785719
Registered Proprietors	M A & A M*WEBSTER	Prepared 28/05/2026 09:31
Address of Property	Unit 2 G, 38 CHILDERS STREET, NORTH ADELAIDE, SA 5006	
Local Govt. Authority	THE CORPORATION OF THE CITY OF ADELAIDE	
Local Govt. Address	GENERAL POST OFFICE BOX 2252, ADELAIDE, SA 5001	

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

Table of Particulars

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

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

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

1. General

- | | | |
|-----|--|--|
| 1.1 | Mortgage of land

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title |
| 1.2 | Easement
(whether over the land or annexed to the land)

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

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title |
| 1.3 | Restrictive covenant

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance |
| 1.4 | Lease, agreement for lease, tenancy agreement or licence
(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)

<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title

also

Contact the vendor for these details |
| 1.5 | Caveat | Refer to the Certificate of Title |
| 1.6 | Lien or notice of a lien | Refer to the Certificate of Title |

2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

3. **Burial and Cremation Act 2013**

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

State Planning Commission in the Department for 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 | An Emergency Services Levy Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.

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

8. Environment Protection Act 1993

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

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

9. **Fences Act 1975**

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

10. **Fire and Emergency Services Act 2005**

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

11. **Food Act 2001**

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

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

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

13. **Heritage Places Act 1993**

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

14. **Highways Act 1926**

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

15. **Housing Improvement Act 1940 (repealed)**

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

16. **Housing Improvement Act 2016**

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

17. **Land Acquisition Act 1969**

17.1	section 10 - Notice of intention to acquire	Refer to the Certificate of Title for any notice of intention to acquire also Contact the Local Government Authority for other details that might apply
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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
18.5	section 108 - Notice to maintain watercourse or lake in good condition	The regional landscape board has no record of any notice affecting this title
18.6	section 109 - Notice restricting the taking of water or directing action in relation to the taking of water	DEW has no record of any notice affecting this title
18.7	section 111 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
18.8	section 112 - Permit (or condition of a permit) that remains in force	The regional landscape board has no record of any permit (that remains in force) affecting this title
18.9	section 120 - Notice to take remedial or other action in relation to a well	DEW has no record of any notice affecting this title
18.10	section 135 - Water resource works approval	DEW has no record of a water resource works approval affecting this title
18.11	section 142 - Site use approval	DEW has no record of a site use approval affecting this title
18.12	section 166 - Forest water licence	DEW has no record of a forest water licence affecting this title
18.13	section 191 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
18.14	section 193 - Notice to comply with action order for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
18.15	section 194 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
18.16	section 196 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
18.17	section 207 - Protection order to secure compliance with specified provisions of the Act	The regional landscape board has no record of any notice affecting this title
18.18	section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any notice affecting this title

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

19. **Land Tax Act 1936**

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

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

20. **Local Government Act 1934 (repealed)**

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

21. **Local Government Act 1999**

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

22. **Local Nuisance and Litter Control Act 2016**

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

23. **Metropolitan Adelaide Road Widening Plan Act 1972**

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

24. **Mining Act 1971**

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

25. **Native Vegetation Act 1991**

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

also

Refer to the Certificate of Title

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

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

also

Refer to the Certificate of Title

- 25.3 section 25D - Management agreement

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

also

Refer to the Certificate of Title

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

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

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

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

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

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

28. *Phylloxera and Grape Industry Act 1995*

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

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

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

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

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

30.1	section 8 or 9 - Notice or order concerning pests	Plant Health in PIRSA has no record of any notice or order affecting this title
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31. ***Public and Environmental Health Act 1987 (repealed)***

31.1	Part 3 - Notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
31.2	<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)</i> (revoked) Part 2 - Condition (that continues to apply) of an approval	Public Health in DHW has no record of any condition affecting this title also Contact the Local Government Authority for other details that might apply
31.3	<i>Public and Environmental Health (Waste Control) Regulations 2010</i> (revoked) regulation 19 - Maintenance order (that has not been complied with)	Public Health in DHW has no record of any order affecting this title also Contact the Local Government Authority for other details that might apply

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

32.1	section 66 - Direction or requirement to avert spread of disease	Public Health in DHW has no record of any direction or requirement affecting this title
32.2	section 92 - Notice	Public Health in DHW has no record of any notice affecting this title

also

Contact the Local Government Authority for other details that might apply

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

32.3 *South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval

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

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

34. *Water Industry Act 2012*

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

also

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

also

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

also

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

also

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

35. *Water Resources Act 1997 (repealed)*

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

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

36. *Other charges*

36.1 Charge of any kind affecting the land (not included in another item) Refer to the Certificate of Title

also

Contact the vendor for these details

also

Contact the Local Government Authority for other details that might apply

Other Particulars

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

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

Additional Information

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

- | | |
|---|--|
| 1. Pipeline Authority of S.A. Easement | Epic Energy has no record of a Pipeline Authority Easement relating to this title |
| 2. State Planning Commission refusal | No recorded State Planning Commission refusal |
| 3. SA Power Networks | SA Power Networks has no interest other than that recorded on the attached notice or registered on the Certificate of Title |
| 4. South East Australia Gas Pty Ltd | SEA Gas has no current record of a high pressure gas transmission pipeline traversing this property |
| 5. Central Irrigation Trust | Central Irrigation Trust has no current records of any infrastructure or Water Delivery Rights associated to this title. |
| 6. ElectraNet Transmission Services | ElectraNet has no current record of a high voltage transmission line traversing this property |
| 7. Outback Communities Authority | Outback Communities Authority has no record affecting this title |
| 8. Dog Fence (<i>Dog Fence Act 1946</i>) | 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.



Product	Check Search
Date/Time	28/05/2026 09:31AM
Customer Reference	706227
Order ID	20260528001410

Certificate of Title

Title Reference: CT 6018/436

Status: CURRENT

Edition: 4

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
07/08/2008	03/09/2008	11012073	BY-LAWS	FILED	C24917
07/08/2008	03/09/2008	11012074	SCHEME DESCRIPTION	FILED	C24917

Registrar-General's Notes

No Registrar-General's Notes exist for this title



Product	Title and Valuation Package
Date/Time	28/05/2026 09:31AM
Customer Reference	706227
Order ID	20260528001410

Certificate of Title

Title Reference	CT 6018/436
Status	CURRENT
Easement	NO
Owner Number	11339384
Address for Notices	1 HORN DR HAPPY VALLEY 5159
Area	NOT AVAILABLE

Estate Type

Fee Simple

Registered Proprietor

MARK ANDREW WEBSTER
AMANDA MICHELLE WEBSTER
OF 1 HORN DRIVE HAPPY VALLEY SA 5159
AS JOINT TENANTS

Description of Land

LOT 2 PRIMARY COMMUNITY STRATA PLAN 24917
IN THE AREA NAMED NORTH ADELAIDE
HUNDRED OF YATALA

Last Sale Details

Dealing Reference	TRANSFER (T) 11598002
Dealing Date	17/06/2011
Sale Price	\$309,000
Sale Type	TRANSFER FOR FULL MONETARY CONSIDERATION

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	13231496	AUSTRALIAN CENTRAL CREDIT UNION LTD. (ACN: 087 651 125)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
0221160016	CURRENT	Unit 2 G, 38 CHILDERS STREET, NORTH ADELAIDE, SA 5006

Notations



Product	Title and Valuation Package
Date/Time	28/05/2026 09:31AM
Customer Reference	706227
Order ID	20260528001410

Dealings Affecting Title

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
07/08/2008 11:31	11012073	BY-LAWS	FILED
07/08/2008 11:31	11012074	SCHEME DESCRIPTION	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	0221160016
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2009
Property Location	Unit 2 G, 38 CHILDERS STREET, NORTH ADELAIDE, SA 5006
Local Government	ADELAIDE
Owner Names	MARK ANDREW WEBSTER AMANDA MICHELLE WEBSTER
Owner Number	11339384
Address for Notices	1 HORN DR HAPPY VALLEY 5159
Zone / Subzone	CL - City Living \ NALI - North Adelaide Low Intensity
Water Available	Yes
Sewer Available	Yes
Land Use	1320 - Ground Floor Home Unit In A Multi-Storey Block
Description	3H
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C24917 LOT 2	CT 6018/436

Values



Product	Title and Valuation Package
Date/Time	28/05/2026 09:31AM
Customer Reference	706227
Order ID	20260528001410

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$135,000	\$410,000			
Previous	\$135,000	\$355,000			

Building Details

Valuation Number	0221160016
Building Style	Conventional
Year Built	1969
Building Condition	Excellent
Wall Construction	Brick
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	42 sqm
Number of Main Rooms	3

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



Product
Date/Time
Customer Reference
Order ID

Historical Search
28/05/2026 09:31AM
706227
20260528001410

Certificate of Title

Title Reference: CT 6018/436
Status: CURRENT
Parent Title(s): CT 5779/123
Dealing(s) Creating Title: ACT 11012072
Title Issued: 16/09/2008
Edition: 4

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
27/12/2019	02/01/2020	13231496	MORTGAGE	REGISTERE D	AUSTRALIAN CENTRAL CREDIT UNION LTD. (ACN: 087 651 125)
27/12/2019	02/01/2020	13231495	DISCHARGE OF MORTGAGE	REGISTERE D	11598003
17/06/2011	01/07/2011	11598003	MORTGAGE	REGISTERE D	WESTPAC BANKING CORPORATION
17/06/2011	01/07/2011	11598002	TRANSFER	REGISTERE D	MARK ANDREW WEBSTER, AMANDA MICHELLE WEBSTER
17/06/2011	01/07/2011	11598001	DISCHARGE OF MORTGAGE	REGISTERE D	11060898
31/10/2008	25/11/2008	11060898	MORTGAGE	REGISTERE D	COMMONWEALTH BANK OF AUSTRALIA
31/10/2008	25/11/2008	11060897	TRANSFER	REGISTERE D	MATTHEW JOHN BINDER, STACEY MARIE SAVAGE
31/10/2008	25/11/2008	11060896	DISCHARGE OF MORTGAGE	REGISTERE D	10948294
31/10/2008	25/11/2008	11060895	DISCHARGE OF MORTGAGE	REGISTERE D	10926218
29/04/2008	13/05/2008	10948294	MORTGAGE	REGISTERE D	MEDFIN AUSTRALIA PTY. LTD.
26/03/2008	09/04/2008	10926218	MORTGAGE	REGISTERE D	NATIONAL AUSTRALIA BANK LTD.

Date: 29 May 2026

Email: city@cityofadelaide.com.au



25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Dear Sir/Madam,

Land and Business (Sale and Conveyancing) Act – Section 7 enquiries.

I have received your letter requesting information on encumbrances for the property as detailed below:

Title Reference	CT-6018/436
Owner Name	Mr M A Webster and Ms A M Webster
Address of Property	Ground 2/38 Childers Street, NORTH ADELAIDE SA 5006

You are advised:

- If there are any encumbrances on this property, they are attached hereto.

In addition:

Please be advised that any rebates which apply to this property may not still be applicable with a change in ownership.

Yours faithfully,

pp
Michael Sedgman
Chief Executive Officer



**THE CORPORATION OF THE CITY OF ADELAIDE
LOCAL GOVERNMENT RATES SEARCH**

Rates & Property Enquiries: 8203 7203

Email: city@cityofadelaide.com.au

ADELTA LEGAL
3/104 Frome St, ADELAIDE SA 5000

Dear Sir/Madam

Certificate in accordance with Section 187 of the Local Government Act.

I have received your request for information on the Premises below.

Date Received	28 May 2026
Receipt Number	7122805
Document Issue Date	29 May 2026
Property Address	Ground 2/38 Childers Street, NORTH ADELAIDE SA 5006
Property Description	Lot 2 CP 24917
Property Titles	CT-6018/436
Owner of Property	Mr M A Webster and Ms A M Webster

Local Government Act 1999 [Act]

Liability for rates if land is not rateable for the whole of the financial year

Section 179

(1) If land is rateable for portion, but not for the whole, of a financial year, the land will be subject to rates imposed for the financial year but there will be a proportionate reduction in the amount of rates.

(2) A council may, for the purposes of the operation of subsection (1) in respect of land that becomes rateable after the adoption of valuations by the council for the relevant year, specifically adopt a valuation of the land

Fines for Late Payment:

If an instalment is not received on, or before, the due date (2nd September; 2nd December; 3rd March; 2nd June), a fine of 2% will be applied to the instalment amount in arrears at that time. A further interest levy of 0.76% will also be added to the amount in arrears (including the amount of any previous unpaid fine but excluding interest from any previous month) outstanding at the end of each month thereafter.

Yours faithfully,



pp
Michael Sedgman
Chief Executive Officer



**CITY OF
ADELAIDE**

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572





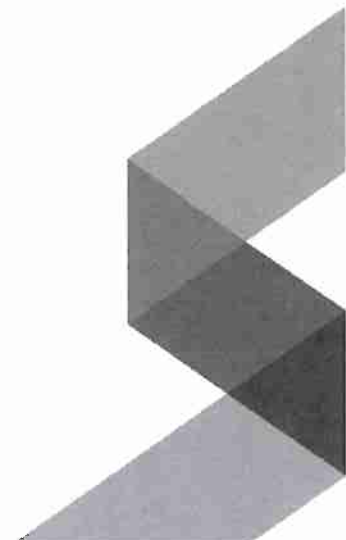
Assessment No: 11841 4

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Property Location	Ground 2/38 Childers Street, NORTH
Rateable Valuation	\$11,600
Arrears	\$0.00
Arrears Legal Fees	\$0.00
Gross Rates	\$1,355.80
(includes Regional Landscape Levy)	
Interest, Current	\$0.00
Interest, Arrears	\$0.00
Rebates	\$0.00
Legal Charges, Current	\$0.00
Deferred Debts	\$0.00
	\$0.00
Paid	\$-1,355.80
Overpayments	\$0.00
Refunds	\$0.00
Outstanding Balance	\$0.00





CITY OF
ADELAIDE

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Change of Ownership – New Owner Information

Rates & Property Enquiries: 8203 7203

Please fill in the below information or provide to the purchaser to fill in and return to r.mail@cityofadelaide.com.au or to GPO Box 2252 ADELAIDE SA 5001

Name: ADELTA LEGAL

Address: 3/104 Frome St, ADELAIDE SA 5000

File reference:

Phone number:

Certificate of Title:	CT-6018/436
Property Description:	Lot 2 CP 24917
Property Address:	Ground 2/38 Childers Street, NORTH ADELAIDE SA 5006
Previous Owner: (Full names)	Mr M A Webster and Ms A M Webster
New Owner: (Titles and full names)	
New Owner's Postal address for future notices: (or managing agent)	
New Owner's Postal address for general mail: (if different to above)	
New Owner's contact phone number(s):	
New Owner's email address:	
Settlement Date:	

This information is provided to the City of Adelaide for local government related purposes and is held in accordance with our privacy policy, available at <https://www.cityofadelaide.com.au>



PREScribed INFORMATION

Address:

Ground 2/38 Childers Street, NORTH ADELAIDE SA 5006

Reference:

2004/01436-2

Certificate of Title:

CT-6018/436

Dated:

29 May 2026

Prescribed encumbrance	Other particulars required
Part 1—Items that must be included in statement	
{If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in column 1.}	
Development Act 1993 (repealed)	
Section 42 – Condition (that continues to apply) of a development authorisation	Date of Authorisation: Name of relevant authority that granted authorisation: Condition(s) of authorisation: Development Conditions – See Attachment
Repealed Act conditions	
Condition (that continues to apply) of an approval or authorisation granted under the Building Act 1971 (repealed) , the City of Adelaide Development Control Act 1976 (repealed) , the Planning Act 1982 (repealed) or the Planning and Development Act 1966 (repealed)	Nature of Condition(s):

PREScribed INFORMATION

Planning, Development and Infrastructure Act 2016	
Part 5 – Planning and Design Code	Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code): Refer to attached PlanSA Section 7 Report Is there a State heritage place on the land or is the land situated in a State heritage area? *YES/NO Is the land designated as a local heritage place? *YES/NO Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? *YES/NO Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? *YES/NO
Section 127 - Condition (that continues to apply) of a development authorisation	Date of authorisation: Name of relevant authority that granted authorisation: Condition(s) of authorisation: Refer to attached PlanSA Section 7 Report

PREScribed INFORMATION

Part 2—Items to be included if land affected

[If an item is not applicable, strike it out or write "NOT APPLICABLE" or "N/A" in column 1, or else omit the items and headings that are not applicable.]

Development Act 1993

section 50(1)—Requirement to vest land in a council or the Crown to be held as open space	Date requirement given: Name of body giving requirement: Nature of requirement: Contribution payable (if any):
section 50(2)—Agreement to vest land in a council or the Crown to be held as open space	Date of agreement: Names of parties: Terms of agreement: Contribution payable (if any):
section 55—Order to remove or perform work	Date of order: Terms of order: Building work (if any) required to be carried out: Amount payable (if any):
section 56—Notice to complete development	Date of notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any):
Section 57—Land management agreement	Date of agreement: Names of parties: Terms of agreement:
Section 69—Emergency Order	Date of order: Name of authorised officer who made order: Name of authority that appointed authorised officer: Nature of order: Amount payable (if any):
Section 71—Fire safety notice	Date of notice: Name of authorised officer giving notice: Requirements of notice: Building work (if any) required to be carried out:

PREScribed INFORMATION

	Amount payable (if any):
Section 84—Enforcement notice	Date notice given: Name of relevant authority giving notice: Nature of directions contained in notice: Building work (if any) required to be carried out: Amount payable (if any):
section 85(6), 85(10) or 106—Enforcement order	Date order made: Name of court that made order: Action number: Names of parties: Terms of order: Building work (if any) required to be carried out:
Part 11 Division 2—Proceedings	Date of commencement of proceedings: Date of determination or order (if any): Terms of determination or order (if any):
Confirmed – Planning/Development Section	
Fire and Emergency Services Act 2005	
section 105F (or section 56 or 83 (repealed))—Notice of action required concerning flammable materials on land	Date of notice: Person or body who issued notice: Requirements of notice (as stated therein): Amount payable (if any):
Confirmed – Enforcement/Compliance section:	
Food Act 2001	
section 44—Improvement notice	Date of notice: Name of authorised officer who served notice: Name of authority that appointed officer: Requirements of notice:
section 46—Prohibition order	Date of order: Name of authority or person who served order:

PREScribed INFORMATION

	Requirements of order:
Confirmed – Environmental Health section:	
Housing Improvement Act 1940	
section 23—declaration that house is undesirable or unfit for human habitation	Date of declaration: Those particulars required to be provided by a council under section 23:
Part 7 (rent control for substandard houses) — Notice or declaration	Date of notice or declaration Those particulars required to be provided by the housing authority under section 60:
Confirmed – Building/Development section:	
Land Acquisition Act 1969	
Section 10 — Notice of intention to acquire	Date of notice: Name of Authority who served notice: Description of land intended to be acquired (as described in the notice):

PREScribed INFORMATION

Local Government Act 1934 (repealed)	
Notice, order, declaration, charge, claim or demand given or made under the Act	Date of notice, order etc:
	Name of council by which, or person by whom, notice, order etc is given or made:
	Land subject thereto:
	Nature of requirements contained in notice, order etc:
	Time for carrying out requirements:
	Amount payable (if any):
Local Government Act 1999	
Notice, order, declaration, charge, claim or demand given or made under the Act	Date of notice, order etc:
	Name of council by which, or person by whom, notice, order etc is given or made:
	Land subject thereto:
	Nature of requirements contained in notice, order etc:
	Time for carrying out requirements:
	Amount payable (if any):
Confirmed – General section:	
Local Nuisance and Litter Control Act 2016	
Section 30 – Nuisance or litter abatement notice	Date of notice:
	Notice issued by:
	Nature of requirements contained in notice:
	Time for carrying out requirements:
Planning, Development and Infrastructure Act 2016	
section 141 – Order to remove or perform work	Date of order:
	Terms of order:
	Building work (if any) required to be carried out:

PREScribed INFORMATION

Planning, Development and Infrastructure Act 2016	
	Amount payable (if any):
section 142 — Notice to complete development	Date of notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any):
section 155 — Emergency order	Date of order: Name of authorised officer who made order: Name of authority that appointed the authorised officer: Nature of order: Amount payable (if any):
section 157 — Fire safety notice	Date of notice: Name of authority giving notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any):
section 192 or 193 — Land management agreement	Date of agreement: Names of parties: Terms of agreement:
section 198(1) — Requirement to vest land in a council or the Crown to be held as open space	Date requirement given: Name of body giving requirement: Nature of requirement: Contribution payable (if any):
section 198(2) — Agreement to vest land in a council or the Crown to be held as open space	Date of agreement: Names of parties: Terms of agreement: Contribution payable (if any):

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
Part 16 Division 1—Proceedings	Date of commencement of proceedings: Date of determination or order (if any): Terms of determination or order (if any):
section 213—Enforcement notice	Date notice given: Name of designated authority giving notice: Nature of directions contained in notice: Building work (if any) required to be carried out: Amount payable (if any):
Section 214(6), 214(10) or 222—Enforcement order	Date order made: Name of court that made order: Action number: Name of parties: Terms of order: Building work (if any) required to be carried out:
Confirmed – Building/development section:	

PREScribed INFORMATION

Public and Environmental Health Act 1987 (repealed)	
Part 3—Notice	Date of notice: Name of council or other authority giving notice: Requirements of notice:
Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2—Condition (that continues to apply) of an approval	Date of approval: Name of relevant authority that granted the approval: Condition(s) of approval:
Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19—Maintenance order (that has not been complied with)	Date of order: Name of authority giving order: Requirements of order:
Confirmed – Environmental Health section:	
South Australian Public Health Act 2011	
section 92—Notice	Date of notice: Name of Council or other relevant authority giving notice: Requirements of notice
South Australian Public Health (Wastewater) Regulations 2013 Part 4—Condition (that continues to apply) of an approval	Date of approval: Name of person or body that granted the approval: Condition (s) of approval:
Confirmed – Health section:	

PREScribed INFORMATION

Other charges	
Charge of any kind affecting the land (not included in another item)	Person or body in whose favour charge exists: Nature of charge: Amount of charge (if known):

PREScribed INFORMATION

Particulars of Building Indemnity Insurance

Note—Building indemnity insurance is not required for—

- (a) domestic building work for which approval under the *Planning, Development and Infrastructure Act 2016*, the repealed *Development Act 1993* or the repealed *Building Act 1971* is or was not required; or
- (b) minor domestic building work (see section 3 of the *Building Work Contractors Act 1995*); or
- (c) domestic building work commenced before 1 May 1987; or
- (d) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* applies under the *Building Work Contractors Regulations 2011*; or
- (e) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* has been granted under section 45 of that Act.

Details of building indemnity insurance still in existence for building work on the land:

Building Indemnity Insurance is required...~~Yes / No~~ / Council holds no record (refer above note):

- 1 Name(s) of person(s) insured:.....
- 2 Name of insurer:.....
- 3 Limitations on the liability of the insurer:
- 4 Name of builder:.....
- 5 Builder's licence number:.....
- 6 Date of issue of insurance:
- 7 Description of insured building work:
-
-

Exemption from holding insurance:

If particulars of insurance are not given, has an exemption been granted under section 45 of the *Building Work Contractors Act 1995* from the requirement to hold an insurance policy in accordance with Division 3 of Part 5 of that Act?

*** ~~Yes / No~~ / Council holds no record**

If **YES**, give details:

- (a) Date of the exemption:
- (b) Name of builder granted the exemption:
- (c) Licence number of builder granted the exemption:
- (d) Details of building work to which the exemption applies:.....
-
-
- (e) Details of conditions (if any) to which the exemption is subject:.....
-
-

Certified – Development Section..... Date.....

PREScribed INFORMATION

Particulars relating to Environment Protection

Further information held by councils

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

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

*YES/NO

Note—

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

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

It should be noted that—

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

Date of Decision: **10 August 2007** [] Development Assessment Commission or delegate

Signed:  [✓] Council Chief Executive Officer or delegate

Date:  [] Private Certifier

Date: **14/8/2007** [4] Sheets Attached

PREScribed INFORMATION



Application: DA/996/2006
Applicant: Mr M Scholz
Location: 36-40 Childers Street, NORTH ADELAIDE SA 5006

CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT

1. The development granted Development Approval shall be undertaken in accordance with the amended plans and details submitted to the satisfaction of Council except where varied by conditions below (if any).

Reason: To ensure that the development is undertaken in accordance with the plans and details submitted.

CONDITIONS OF PROVISIONAL BUILDING RULES CONSENT

1. Clause C3.4(a)(ii) - Windows adjacent to the balcony and corridor shall be protected by wall wetting sprinklers with the heat sensors to activate the sprinklers located inside the units in accordance with this clause and the windows shall comply with this clause.

Reason: To allow occupants to evacuate safely.

2. Clause C3.4(a)(ii) - Ground floor and 1st floor Windows at the rear of the building shall be protected by wall wetting sprinklers with heat sensors to activate the sprinkles located outside the building in accordance with this clause and the windows shall comply with this clause.

Reason: To allow occupants to evacuate safely.

3. Clause C3.4(a)(i) - Ground floor doors at rear of the building shall be at least 35mm thick, tight fitting, solid core and self closing doors.

Reason: To reduce spread of fire between buildings.

4. Clause E.3 - An external fire hydrant shall be installed at ground level in accordance with this clause.

Reason: To provide facilities for the fire brigade to undertake fire fighting operations.

5. Clause E1.6 - Portable fire extinguishers shall be installed in accordance with this clause.

Reason: In order that the occupants may undertake initial attack on a fire.

6. Specification E2.2a - Interconnected smoke detection and alarm system shall be installed in all sole occupancy units and corridors in accordance with this specification.

Reason: To allow occupants time to evacuate safely without being overcome by the effects of fire.

PREScribed INFORMATION

Jay Deb 8203 7279

F/DA/0996/2006

ALTERNATIVE SOLUTION (A0.8)
ASSESSMENT OF BUILDING CODE OF AUSTRALIA
PERFORMANCE REQUIREMENTS

CERTIFICATE NUMBER 199/2007

Date 8 August 2007

DEVELOPMENT APPLICATION DA/996/2006

Application: DA/996/2006

Address: 36-40 Childers Street, NORTH ADELAIDE SA 5006

Applicant: Mr M Scholz

**Description: Internal and external alterations including fire upgrade,
front wall fence, security upgrade and privacy screens**

ASSESSMENT METHODS (Refer A0.9, of BCA'96)

- ☐ Documentary evidence as described in A2.2 of BCA'96
- ☐ Verification Methods (as defined in BCA'96), including:
(a) Tests - undertaken on site or in a laboratory which ensures compliance with one or more performance methods
(b) Calculations - using analytical methods or mathematical models
(c) Inspections - undertaken to determine compliance with one or more performance methods
(d) Other methods as accepted by the relevant authority to determine if the Building Solution complies with Performance Requirement
- ☒ Comparison with Deemed-to-Satisfy Provisions
Alternative Solution must be determined to perform to a level which is at least equal to the Deemed-to-Satisfy.
- ☐ The opinion of a suitably qualified and experienced technical expert.

SUPPORTING DOCUMENTATION

- The application involves upgrading existing two storey class 2 building to upgrade and to use as 14 sole occupancy units. The units at 1st floor currently have only one exit.
- Proposal to use as class 2 building (sole occupancy units) without having to provide a second exit from 1st floor and to maintain at least equally safe passage to exits from each unit without making major structural and building alterations.

REASONING

- Major structural and building problems would be encountered and would be economically unviable to provide a second exit from each unit.
- Exit distance from all units is 6.0m or close to 6.0m.
- Provision of wall wetting sprinklers at each window opening with heat sensors installed inside the units to activate the sprinklers in case of fire.
- Solid core doors to each unit.
- Provision of interconnected hard wired smoke detectors within each unit.

Jay Deb

Building Surveyor

PREScribed INFORMATION



DECISION NOTIFICATION FORM

Application Dated: 17 Sep 2004 Application Registered On: 17 Sep 2004	File Reference: 2004/01436 Contact Officer: Rachel Taggione 8203 7237
--	--

Application:	LD/36/2006 (020/C054/04 - Unique ID 10709)
Applicant:	CATHY JAYNE DEVELOPMENTS
Description:	Community Titles - create 14 titles from 1
Location:	36-40 Childers Street, NORTH ADELAIDE SA 5006

In respect of this proposed development you are informed that:

Nature of consent	Consent status	Date of decision	No. of conditions
Provisional Development Plan Consent	Granted	31 January 2007	1
Community Title Consent	Granted	31 July 2007	2
Development Approval	Granted	31 July 2007	3

Details of the building classification and the approved number of occupants under the Building Code are attached.

#representation(s) from third parties concerning your category 3 proposal were received:

If there were third party representations, any consent/approval or consent/approval with conditions does not operate until the periods specified in the Act have expired.

Reason for this decision, any conditions imposed, and the reasons for imposing those conditions are set out on the attached sheet.

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 works or change the use of the land until you have also received notification of a Development Approval.

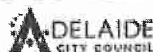
Date of Decision: 31 July 2007 ☐ Development Assessment Commission or delegate

Signed:  ☒ Council Chief Executive Officer or delegate

☐ Private Certifier

Date: 1/8/2007 ☒ Sheets Attached

PREScribed INFORMATION



Application: LD/36/2006 (020/C054/04 - Unique ID 10709)
Applicant: CATHY JAYNE DEVELOPMENTS
Location: 36-40 Childers Street, NORTH ADELAIDE SA 5006

CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT

1. The development granted **Development Approval** shall be undertaken in accordance with the plans/amended plans and details submitted to the satisfaction of Council except where varied by conditions below (if any).

Reason: To ensure that the development is undertaken in accordance with the plans and details submitted.

CONDITIONS OF COMMUNITY TITLE CONSENT

1. Payment of \$38,780.00 shall be made into the Planning and Development Fund (14 allotments @ \$2770 per allotment). Cheques to be made payable and marked "Not Negotiable" to the Development Assessment Commission and payment made at Level 5, 136 North terrace, Adelaide, or sent to GPO Box 1815, Adelaide, 5001, or via the internet at www.planning.sa.gov.au

Reason: To satisfy the requirements of the Development Assessment Commission.

2. The applicant or person having the benefit of this development approval shall not use any existing building or any part thereof contained on any allotment resulting from the land division hereby approved unless the requirements of the Building Code of Australia, have been met to the reasonable satisfaction of Council.

Reason: To ensure that buildings comply with the Building Code of Australia.

PREScribed INFORMATION



Application: DA/996/2006/A
Applicant: CHILDERS MEWS P/L
Location: 36-40 Childers Street, NORTH ADELAIDE SA 5006

CONDITIONS OF DEVELOPMENT PLAN CONSENT

1. The development granted Development Approval shall be undertaken in accordance with the plans and details submitted to the satisfaction of Council except where varied by conditions below (if any).

Reason: To ensure that the development is undertaken in accordance with the plans and details submitted.

CONDITIONS OF BUILDING RULES CONSENT

Private Certifier Tecon Australia imposes no conditions (Ref: 08/0442)

PREScribed INFORMATION

Data Extract for Section 7 search purposes

Valuation ID 0221160016

Data Extract Date: 29/05/2026

Important Information

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

Parcel ID: C24917 FL2

Certificate Title: CT6018/436

Property Address: UNIT 2 G 38 CHILDERS ST NORTH ADELAIDE SA 5006

Zones

City Living (CL)

Subzones

North Adelaide Low Intensity (NALI)

Zoning overlays

Overlays

Aircraft Noise Exposure (ANEF 20)

The Aircraft Noise Exposure Overlay seeks to ensure development sensitive to aircraft noise is designed to minimise noise intrusion and provide appropriate interior acoustic amenity.

Airport Building Heights (Regulated) (All structures over 120 metres AHD)

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

Building Near Airfields

The Building Near Airfields Overlay seeks to ensure development does not pose a hazard to the operational and safety requirements of commercial and military airfields.

PREScribed INFORMATION

Design

The Design Overlay seeks to ensure significant development positively contributes to the liveability, durability and sustainability of the built environment through high-quality design.

Historic Area (Adel2)

The Historic Area Overlay aims to reinforce historic themes and characteristics through conservation, contextually responsive development, design and adaptive reuse that responds to the attributes expressed in the Historic Area Statement. The demolition of whole or part of a building within the Historic Areas Overlay requires a development application to be submitted for assessment and can only proceed if approved.

Heritage Adjacency

The Heritage Adjacency Overlay seeks to ensure development adjacent to State and Local Heritage Places maintains the heritage and cultural values of those places.

Hazards (Flooding - Evidence Required)

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

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Urban Tree Canopy

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

Is the land situated in a State Heritage Place/Area
No

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

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

PRESCRIBED INFORMATION

Is the land designated as a Local Heritage Place

No

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

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

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

(Note: there may be regulated and/or significant trees on the land that are not listed in the Code - see below).

No

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

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

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

Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No



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: 2785719

ADELTA LEGAL (SA) PTY LTD
LEVEL 3
104 FROME STREET
ADELAIDE SA 5000

DATE OF ISSUE

28/05/2026

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NUMBER

11339384

OWNERSHIP NAME

M A & A M WEBSTER

PROPERTY DESCRIPTION

2 / 38 CHILDERS ST / NORTH ADELAIDE SA 5006

ASSESSMENT NUMBER

0221160016

TITLE REF.

(A "+" indicates multiple titles)

CT 6018/436

CAPITAL VALUE

\$410,000.00

AREA / FACTOR

R4
1.000

LAND USE / FACTOR

RE
0.400

LEVY DETAILS:

FINANCIAL YEAR

2025-2026

FIXED CHARGE

\$ 50.00

+ VARIABLE CHARGE

\$ 138.70

- REMISSION

\$ 83.45

- CONCESSION

\$ 0.00

+ ARREARS / - PAYMENTS

\$ -105.25

= 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

26/08/2026



**Government of
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

OFFICIAL: Sensitive

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 Billers Code: 456285 Ref: 7018429915 Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au © Registered to BPAY Pty Ltd ABN 69 079 137 518	 To pay via the internet go to: www.revenuesaonline.sa.gov.au	 Send your cheque or money order, made payable to the Community Emergency Services Fund , along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001
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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.



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: 2785719

DATE OF ISSUE

28/05/2026

ADELTA LEGAL (SA) PTY LTD
LEVEL 3
104 FROME STREET
ADELAIDE SA 5000

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NAME

M A & A M WEBSTER

FINANCIAL YEAR

2025-2026

PROPERTY DESCRIPTION

2 / 38 CHILDERS ST / NORTH ADELAIDE SA 5006

ASSESSMENT NUMBER

0221160016

TITLE REF.

(A "+" indicates multiple titles)

CT 6018/436

TAXABLE SITE VALUE

\$135,000.00

AREA

0.0000 HA

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

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

Please Note:

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

ON OR BEFORE 26/08/2026

See overleaf for further information



**Government of
South Australia**

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 Billers Code: 456293 Ref: 7018429824 Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au © Registered to BPAY Pty Ltd ABN 69 079 137 518	 To pay via the internet go to: www.revenuesaonline.sa.gov.au	 Send your cheque or money order, made payable to the Commissioner of State Taxation, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001
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ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.



Account Number L.T.O Reference Date of issue Agent No. Receipt No.
02 21160 01 6 CT6018436 28/5/2026 7198 2785719

ADELTA LEGAL
LEVEL 3, 104 FROME STREET
ADELAIDE SA 5000
tbowe@adelta.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: MA & AM WEBSTER

Location: U2 38 CHILDERS ST NORTH ADELAIDE LT2 C24917

Description: 3H **Capital Value:** \$ 410 000

Rating: Residential

Periodic charges

Raised in current years to 30/6/2026

					\$
		Arrears as at: 30/6/2025	:		0.00
Water main available:	1/7/2009	Water rates	:		329.20
Sewer main available:	1/7/2009	Sewer rates	:		376.00
		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	:		705.20CR
		Balance outstanding	:		0.00

Degree of concession: 00.00%
Recovery action taken: FULLY PAID

Next quarterly charges: Water supply: Not declared Sewer: Not declared Bill: 8/7/2026

This account has no meter of its own but is supplied from account no 02 21159 97 1.

The Water Use apportionment option is Nil.

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

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



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



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



**Government of
South Australia**

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

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



South Australian Water Corporation

Name:

MA & AM WEBSTER

Water & Sewer Account

Acct. No.: **02 21160 01 6**

Amount: _____

Address:

U2 38 CHILDERS ST NORTH ADELAIDE
LT2 C24917

Payment Options

EFT**EFT Payment**

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0221160016



Bill code: 8888
Ref: 0221160016

Telephone and Internet Banking — BPAY®

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

**Paying online**

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

**Paying by phone**

Call 1300 650 870 and pay by phone using your Visa/Mastercard 24/7.
SA Water account number: 0221160016



**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



COMMUNITY TITLES ACT 1996

SECTION 139

Request from:

Adelta Legal,
tbowe@adelta.com.au

19 June 2026

Information is furnished with regard to:

Owner: Mr Mark Andrew Webster & Mrs Amanda Michelle Webster
Unit 2 Plan No. 24917 at 38 Childers Street, NORTH ADELAIDE SA 5006

In response to your recent request for certain information as provided by Sect. 139 of the Community Titles Act 1996, we furnish - Particulars of any contribution payable in relation to the unit

- (1) **Levy Contributions** for Lot 2 / Unit 2 are \$570.12 per quarterly.
- (2) **Total Arrears for the lot** (Admin Fund, Sinking Fund, special levies, interest and fees) as at 19 June 2026 is **\$00.00**
- (3) **Administrative fund – contributions payable by regular periodic instalments or lump sum.**
Agreed Admin Fund levy contributions and due dates.

Amount	Period	Date due
\$418.87	05 Apr 2026 to 04 Jul 2026	30 Apr 2026
\$418.87	05 Jul 2026 to 04 Oct 2026	05 Jul 2026
\$418.87	05 Oct 2026 to 04 Jan 2027	05 Oct 2026
\$418.87	05 Jan 2027 to 04 Apr 2027	05 Jan 2027

Amounts NOT PAID by DUE DATE (Current Arrears)	\$00.00
Prepaid levies (Paid Prior to Due Date).	\$418.87
Interest due on unpaid levies	\$0.00

- (4) **Sinking fund – contributions payable by regular periodic instalments or lump sum**

Agreed Sinking Fund levy contributions and due dates (additional to Admin Levy)

Amount	Period	Date due
\$151.25	05 Apr 2026 to 04 Jul 2026	30 Apr 2026
\$151.25	05 Jul 2026 to 04 Oct 2026	05 Jul 2026
\$151.25	05 Oct 2026 to 04 Jan 2027	05 Oct 2026
\$151.25	05 Jan 2027 to 04 Apr 2027	05 Jan 2027

Amounts NOT PAID by DUE DATE (Current Arrears)	\$00.00
Prepaid levies (Paid Prior to Due Date).	\$151.25
Interest due on unpaid levies	\$0.00

- (5) **Special contributions**

NOTE: This search is current as of the notice date, we advise you call our office prior to settlement to get any updates, please request the purchaser to contacts our office immediately so that levy arrears/legal cost for unpaid levies are avoided.



(6) The body corporate presently has the following insurance cover:

Policy No. POL11090608 Strata Community Insurance
Type: Building Broker: Resolute Property Protect Pty Ltd
Level 5, 90 Collins Street, MELBOURNE SA 3000
Premium: \$8,649.58 Paid on: 17/03/2026 Policy start date: 31/10/2025 Next due: 31/10/2026

Cover	Sum insured	Excess	Notes
Building	\$3,690,000.00	\$1,000.00	Policy 1 Part A
Loss of Market Value	\$553,500.00	\$0.00	Policy 1 Part B
Public Liability	\$30,000,000.00	\$0.00	Policy 2
Office Bearers Liability	\$1,000,000.00	\$0.00	Policy 6
Fidelity Guarantee	\$100,000.00	\$0.00	Policy 5
Govt. Audit Costs	\$25,000.00	\$0.00	Policy 9 Part A
Appeal Expenses	\$100,000.00	\$0.00	Policy 9 Part B
Legal Defence Expenses	\$50,000.00	\$1,000.00	Policy 9 Part C
Lot Owners' Fixtures & Improvements (Per Lot)	\$300,000.00	\$0.00	Policy 10
Machinery Breakdown	\$10,000.00	\$1,000.00	Policy 7
Catastrophe	\$553,500.00	\$0.00	Policy 8
Voluntary Workers	200,000 / 2,000	\$0.00	Policy 3
POLICY EXCESS	\$2,000.00	\$0.00	Water Damage/Burst Pipes
POLICY EXCESS - Policy 1	\$1,000.00	\$0.00	
POLICY EXCESS - Legal Defence	\$1,000.00	\$0.00	Plus 10%
Machinery Breakdown	\$1,000.00	\$0.00	

(7) Particulars of Assets and Liabilities of the Corporation

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

(8) Particulars of any Expenditure

- (a) Incurred by the Corporation
 - Please refer to financial report.
- (b) Resolved to be incurred to which the unit holder must, or is likely to be required to, contribute
 - Please refer to the past minutes and financial report or refer to current owner for specific queries.
- (c) Particulars in relation to any prescribed matter:

Please refer to attached minutes
- (d) Particulars relating to the Water Bill

Please check with SA Water and/or Strata Water Solutions on 8172 0816 for final water reading.

(9) Provide copies of—

- (i) 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;

PO Box 672, PROSPECT EAST SA 5082 Tel: 8342 1544

Email: accounts.sa@acebodycorp.com.au

www.acebodycorp.com.au



- (ii) The statement of accounts of the corporation last prepared by the corporation;
- (iii) The articles for the time being in force;
- (iv) Current policies of insurance taken out by the corporation;

(10) Make available for inspection—

- (i) a copy of the accounting records of the corporation;
- (ii) the minute books of the corporation;
- (iii) any other prescribed documentary material i.e.
 - (a) the duplicate certificate of title for the common property;
 - (b) a copy of all plans, drawings, specifications and reports in his or her possession relating to the design and construction of buildings and building improvements on the site.
 - (c) a copy of any other notice, order or document in his or her possession relating to the strata scheme of which the strata corporation will need to know in order to carry out its statutory functions.

(11) An application under this section must be accompanied by the prescribed fee.

(12) Note: A statement of a strata corporation provided for the purposes of subsection (1)(a) is, in favour of the person to whom it is provided and as against the corporation, conclusive evidence (as at the date of the statement) of the matters contained in the statement. The corporation invites the purchaser to make their own enquiries in to matters of the corporation.



BODY CORPORATE MANAGEMENT



Tax Invoice / Receipt
ABN: 85 102 494 717

463 Regency Road
Prospect SA 5082

RECIEVED FROM

Adelta Legal,
tbowe@adelta.com.au

RECEIPT DATE

19 June 2026

PAYMENT METHOD

EFT

SUMMARY

Section 139

Community Corporation 24917 Inc
Owner: Mr Mark Andrew Webster & Mrs Amanda Michelle Webster
Address: Unit 2, 38 Childers Street, NORTH ADELAIDE SA 5006

\$66.00 (Inclusive of GST)

Signed by

Tyson D'Sylva
ACE Body Corporate Management
For Community Corporation 24917 Inc

SPECIAL NOTE: To clarify what is being bought and sold the agent should ensure that the dimensions, boundaries and designated areas of the unit correspond with the strata plan.



OWNER INFORMATION SHEET

Unit 2 in Plan No. 24917 at 38 Childers Street, NORTH ADELAIDE SA 5006

Settlement Date _____

In order to bring our records up to date, for any EMERGENCIES that may arise and particularly if you have not recently provided this information, would you please complete and return this form promptly.

Title: Dr/ Mr/ Mrs/ Ms/ Miss/ Other (Please circle)

Full name of owner/s: _____

Owner Address: _____

Address for service of account circulars etc: _____

I wish for my corporation to have web access for financial data. YES ☐ NO ☐

Phone: _____ Work : _____

Mobile _____

Email Address: if you want to have your levies emailed _____

Do you have an Agent? YES ☐ NO ☐ (if Yes, please complete below)

Send all correspondence to Agent YES ☐ NO ☐ (If NO will be sent to above owner address)

Send Levies to Agent YES ☐ NO ☐

Name & Address of Agent: _____

Agent Phone: _____

Agent Email: _____

Conveyancer Acting On Behalf Of Vendor: _____

Contact Details: _____

Conveyancer Acting On Behalf Of Purchaser _____

Contact Details: _____



Balance Sheet

As at 19/06/2026

Ace Body Corporate Management
ABN: 85 102 494 717
PO Box 671, Modbury SA
Ph: 08 8342 1544
E: accounts.sa@acebodycorp.com.au

Community Corporation 24917 Inc

38 Childers Street, NORTH ADELAIDE SA 5006

Current period

Owners' funds

Administrative Fund

Operating Surplus/Deficit--Admin	891.25
Owners Equity--Admin	19.04
	<u>910.29</u>

Sinking Fund

Operating Surplus/Deficit--Sinking	2,500.34
Owners Equity--Sinking	35,708.96
	<u>38,209.30</u>

Net owners' funds

\$39,119.59

Represented by:

Assets

Administrative Fund

Cash at Bank--Admin	4,195.49
	<u>4,195.49</u>

Sinking Fund

Cash at Bank--Sinking	14,395.55
Investments--Sinking	25,000.00
	<u>39,395.55</u>

Unallocated Money

0.00

Total assets

43,591.04

Less liabilities

Administrative Fund

Prepaid Levies--Admin	3,285.20
	<u>3,285.20</u>

Sinking Fund

Prepaid Levies--Sinking	1,186.25
	<u>1,186.25</u>

Unallocated Money

0.00

Total liabilities

4,471.45

Net assets

\$39,119.59



Balance Sheet

As at 31/01/2026

Ace Body Corporate Management
ABN: 85 102 494 717
PO Box 671, Modbury SA

Ph: 08 8342 1544
E: accounts.sa@acebodycorp.com.au

Community Corporation 24917 Inc

38 Childers Street, NORTH ADELAIDE SA 5006

Current period

Owners' funds

Administrative Fund

Operating Surplus/Deficit--Admin	(5,885.86)
Owners Equity--Admin	5,904.90
	19.04

Sinking Fund

Operating Surplus/Deficit--Sinking	10,019.93
Owners Equity--Sinking	25,689.03
	35,708.96

Net owners' funds

\$35,728.00

Represented by:

Assets

Administrative Fund

Cash at Bank--Admin	329.80
Receivable--Levies--Admin	471.33
Receivable--Owners--Admin	0.44
	801.57

Sinking Fund

Cash at Bank--Sinking	35,531.46
Receivable--Levies--Sinking	177.50
	35,708.96

Unallocated Money

Cash at Bank--Unallocated	543.74
	543.74

Total assets

37,054.27

Less liabilities

Administrative Fund

Creditors--Other--Admin	782.53
	782.53

Sinking Fund

0.00

Unallocated Money

Prepaid Levies--Unallocated	543.74
	543.74

Total liabilities

1,326.27

Net assets

\$35,728.00



Income & Expenditure Statement for the financial year to 31/01/2026

Ace Body Corporate Management
ABN: 85 102 494 717
PO Box 671, Modbury SA

Ph: 08 8342 1544
E: accounts.sa@acebodycorp.com.au

Community Corporation 24917 Inc

38 Childers Street, NORTH ADELAIDE SA 5006

Administrative Fund

Current period

01/02/2025-31/01/2026

Revenue

Interest on Arrears--Admin	50.94
Levies --Admin	26,553.96
Total revenue	26,604.90

Less expenses

ATO / Public Officer	153.96
Audit Services	330.00
Comms/Data/Technology - Fixed Fee	1,470.00
Insurance--Premiums	7,920.97
Insurance--Valuation	418.00
Maint Bldg--Cleaning	484.00
Maint Bldg--Cleaning--Windows/Glass	550.00
Maint Bldg--Electrical	1,804.00
Maint Bldg--Fire Protection	867.90
Maint Bldg--Fire Protection--Contract	1,650.00
Maint Bldg--Gate Maintenance	316.00
Maint Bldg--General Repairs	680.00
Maint Bldg--Gutters & Downpipes	1,097.25
Maint Bldg--Plumbing	1,210.00
Maint Grounds--Lawns & Gardening	4,856.50
Maint Grounds--Tree Lopping/Removal	2,500.00
Management Fees--Standard	2,749.93
Meeting Fee	250.00
Recovery--Reminder Notices	(55.00)
Utility--Electricity	382.36
Water Use	2,854.89
Total expenses	32,490.76

Surplus/Deficit

(5,885.86)

Opening balance 5,904.90

Closing balance

\$19.04

Community Corporation 24917 Inc		38 Childers Street, NORTH ADELAIDE SA 5006	
Sinking Fund			
		Current period	
		01/02/2025-31/01/2026	
Revenue			
	Interest on Arrears--Sinking		19.93
	Levies --Sinking		10,000.00
	<i>Total revenue</i>		<u>10,019.93</u>
Less expenses			
	<i>Total expenses</i>		<u>0.00</u>
	Surplus/Deficit		<u>10,019.93</u>
	Opening balance		25,689.03
	Closing balance		<u><u>\$35,708.96</u></u>



Ace Body Corporate Management

PO BOX 672, Prospect East SA

Ph: 8342-1544

E: adelaidecbd@acebodycorp.com.au

MINUTES OF THE ANNUAL GENERAL MEETING COMMUNITY CORPORATION Plan No. 24917 38 CHILDERS STREET NORTH ADELAIDE

DATE, PLACE & TIME OF MEETING:	Thursday, 27 March 2025 05:30 PM. Teleconference, StrataVote, or attend in person at Ace Office.		
LOTS REPRESENTED:	Lot 2	Mr. Mark & Mrs Amanda Webster	Owner present (pre-voted)
	Lot 3	Ms. Kathryn Reardon	Owner present
	Lot 4	Ms. Tahira Sabeen	Owner present
	Lot 5	Ms. Randa Barazin	Proxy to ABCM
	Lot 6	Ms. Indiana Sbrogio	Proxy to ABCM
	Lot 7	Mr. Matthew Atkinson	Proxy to Mr. Derek Hodge
	Lot 9	Mr. Roger & Mrs. Tania Campbell	Proxy to ABCM
	Lot 11	Mr. Christopher & Mrs. Jessica Targett	Proxy to ABCM
	Lot 13	Mr. Delwin & Mrs. Gillian Keasberry	Proxy to Ms. Kathryn Reardon
	Lot 14	Filtered Solutions Pty Ltd	Owner present
IN ATTENDANCE:	Wesley Schache of Ace Body Corporate Management		

1. Appointment of Chairperson

Owners represented were in majority favour of Wesley Schache of ABCM to assist the corporation with conducting the meeting and recording the minutes.

Motion CARRIED.

2. Quorum, In Attendance, Recording of Proxies

A quorum was declared with 10 of the 14 financial members in attendance as per section 94(2) of the Community Titles Act.

3. Disclosure Pecuniary Interest

It is an offence to not disclose any direct or indirect pecuniary interest in a matter in relation to the corporation. Under the Community Titles Act 1996 (S85[1]), a delegate of the community corporation who has direct or indirect pecuniary interest in a matter in relation to which he or she proposes to perform delegated functions or powers must disclose the nature of the interest, in writing, to the corporation before performing functions or powers.

4. Confirmation of Previous Meeting Minutes

The minutes of the Annual General Meeting held on 23rd of April 2024 were accepted as a true and accurate record of the proceedings.

Motion CARRIED.

**ANNUAL GENERAL MEETING MINUTES OF COMMUNITY CORPORATION 24917
38 CHILDERS STREET, NORTH ADELAIDE
Thursday, 27 March 2025**

5. Business Arising from Previous Meeting

Nil business arising from the previous minutes.

6. Confirmation of Financial Statements

The financial statements for the twelve month period ending 31st of January 2025 were accepted as an accurate record of the corporation's financial position by the members of the corporation. All records were accessible throughout the meeting.

Motion CARRIED.

7 APPOINTMENTS

7.1 Election of Office Bearers

In accordance with Community Titles Act 1996 Part 9 Division 1, Section 76, the members of Body Corporate elected the following members for the current 12 months.

Presiding Officer:	Matthew Atkinson
Treasurer:	Kathryn Reardon
Secretary:	Derek Hodge

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

Motion CARRIED.

7.2 Election of Management Committee

Per Division 3 Section 90.3, members of a committee must be natural persons and must include the presiding officer, the treasurer and the secretary of the corporation. The members of the corporation agree the office bearers would constitute the corporation's management committee.

ABCM is authorised to share contact details of all committee members between committee members. All committee members must use the owners portal for ease of communication. The committee is aware that all committee minutes will be filed and accessible by all owners.

The management committee to be authorised to proceed for each occurrence of unplanned maintenance work that may occur throughout the year and raise special levies if required. The management committee does not have the power to authorise anything for which a special or unanimous resolution of the corporation is required by the legislation or the articles of the corporation in accordance with Community Title Act 1996 Part 9, Division 3, Section 92.

The corporation as per section 9.4 of the management agreement acknowledges the Presiding Officer is appointed to communicate all approved instructions to ABCM, unless the Management Committee elects another committee member to provide approved instructions to ABCM. In any event, instructions shall only be communicated to ABCM by one committee spokesperson to create clear and effective channels of communication.

Motion CARRIED.

**ANNUAL GENERAL MEETING MINUTES OF COMMUNITY CORPORATION 24917
38 CHILDERS STREET, NORTH ADELAIDE
Thursday, 27 March 2025**

7.3 Appointment of Management

Ace Body Corporate Management (ABCM) are appointed as manager for the corporation's current financial year, and provide routine services in accordance with the Community Titles Act Section 76(9) to assist the appointed officer bearers in accordance with Section 2.1 and the General Conditions of the management agreement. Pro-rata management fees will be charged from the end of the corporation's financial year up until the next Annual General Meeting of the corporation.

All funds of the corporation are to be deposited in the Macquarie Bank account in the name of the corporation, which shall be audited and operated in accordance with the legislation. The Presiding Officer or an appointed office bearer is authorised by the Body Corporate to sign the management agreement. If a signed copy has not been received by ABCM within 21 days, the agreement is deemed to have been accepted by the Body Corporate.

ABCM advised additional services in sections 2.2, 2.3, and Special Conditions as stated in the management agreement are provided, they will be charged to the corporation where applicable. The Corporation agrees that extended administration for an individual(s) may be levied to the lot owner and recoverable. These charges may include but not limited to, extended administration, non routine functions, government charges, registering as public officer, disbursements, audit charges and tax preparation if necessary. These charges will be debited to the corporation or the individual as applicable.

Motion CARRIED.

ANNUAL GENERAL MEETING MINUTES OF COMMUNITY CORPORATION 24917
38 CHILDERS STREET, NORTH ADELAIDE
Thursday, 27 March 2025

8. INSURANCE

8.1 Current Insurance with Valuation

ABCM advised that the corporation is required to keep the common property / all buildings and building improvements insured to their full replacement value per the Community Titles Act 1996, Part 10 Division 2 - Section 103 & 104 (2)b -The insurance must be for the full cost of replacing the buildings or improvements with new materials; Section 106 (2) - A person who is required by subsection (1) to insure a building must provide to the community corporation such evidence as is required by the regulations of his or her compliance with that requirement.

The previous valuation was undertaken 26 Sep 2022 with the amount being \$2,959,202.00.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
POL11090608	Strata Community Insurance	31 Oct 2025	Building	\$2,960,000.00
			Loss Of Rent/temp Accom - 15	\$444,000.00
			Public Liability	\$30,000,000.00
			Office Bearers Liability	\$1,000,000.00
			Fidelity Guarantee	\$100,000.00
			Govt. Audit Costs	\$25,000.00
			Appeal Expenses	\$100,000.00
			Legal Defence Expenses	\$50,000.00
			Lot Owners' Fixtures & Improvements (Per Lot)	\$300,000.00
			Machinery Breakdown	\$10,000.00
			Catastrophe	\$444,000.00
			Voluntary Workers	\$200,000.00 / \$2,000.00
			POLICY EXCESS	\$1,000.00 Policy One
			POLICY EXCESS	Burst Pipes and Water Damage
TOTAL PREMIUM: \$7,755.38				

8.2 Renewal Instructions

Members of the corporation authorise ABCM to arrange, place and provide general advice regarding the insurance on behalf of the corporation.

As part of the ACE network there is a relationship with ACE Hybrid Pty Ltd and Resolute Property Protect Pty Ltd. Resolute is an insurance broker for ABCM procuring insurance products for their customers nationally. ABCM may receive a dividend / commission from this arrangement. ABCM act as an Authorised Representative of Resolute in providing general advice and administrative services related to customers, insurance policy renewals and claims management. This relationship is disclosed in the Authorised Representative's Financial Services Guide (FSG) that is sent to the committee.

Motion CARRIED.

**ANNUAL GENERAL MEETING MINUTES OF COMMUNITY CORPORATION 24917
38 CHILDERS STREET, NORTH ADELAIDE
Thursday. 27 March 2025**

8.2 Alternatives for Renewal Instructions

Option D

Obtain Quotes and Valuation Prior to Renewal

Members request ABCM obtain a Valuation prior to renewal and obtain an additional quote as per the valuation. ABCM will send the quotes to the management committee for instruction and provide 7 days for a response. If no instruction is provided the corporation authorise ABCM to renew as per Broker Recommendations.

'OPTION D' has been selected with the highest votes.

9. Repair & Maintenance

9.1 ORDINARY RESOLUTION: Garden Maintenance

The Corporation approves continuing with the current Gardening Company Urban Blades for the next twelve months to perform routine garden services to the common grounds. Funds are allocated in the current budget.

Motion CARRIED.

9.2 ORDINARY RESOLUTION: Annual Gate Maintenance

The corporation approved annual routine gate maintenance to be undertaken by Gate A Mation in October. Funds have been allocated in the admin budget for this purpose.

Motion CARRIED.

9.3 ORDINARY RESOLUTION: Sewer Maintenance

The Corporation approved Ken Hall Plumbers to undertake non-routine annual sewer maintenance, the management committee to provide scope of works when sewer maintenance is required. Costs to be covered by sinking Funds.

Motion CARRIED.

9.4 ORDINARY RESOLUTION: Storm Water Drain Maintenance

The Corporation approved Ken Hall Plumbers to undertake non-routine storm water drain maintenance, the management committee to provide scope of works when stormwater drain maintenance is required. Costs to be covered by sinking Funds.

Motion CARRIED.

9.5 ORDINARY RESOLUTION: Annual Fire Protection System Maintenance

The corporation approved annual routine fire protection maintenance to be undertaken by Silver Fox Fire Protection Pty Ltd. Funds will be allocated in the admin budget for this purpose.

Motion CARRIED.

9.6 ORDINARY RESOLUTION: Window Cleaning

The Corporation approved VESKAR Pty Ltd to perform routine cleaning of the external windows Sept/Oct 2025 at property. Funds of \$550.00 have been allocated in the Admin Budget.

Motion CARRIED.

**ANNUAL GENERAL MEETING MINUTES OF COMMUNITY CORPORATION 24917
38 CHILDERS STREET, NORTH ADELAIDE
Thursday, 27 March 2025**

9.7 ORDINARY RESOLUTION: Gutter & Downpipes Cleaning

The Corporation approved for routine cleaning of all gutters and down-pipes to be performed by Gutter Sukker Sept/Oct 2025. Funds have been allocated in the Admin Budget.

Motion CARRIED.

9.8 Termite inspections / Treatment

ABCM encourages all owners to undertake routine termite inspections on a regular basis. Should termite activity be found it is strongly encouraged owners undertake immediate treatment to prevent further damage. Owners are requested to advise ABCM of any activity so neighbours / body corporate can be notified. Owners are reminded termite damage is generally not covered by Insurance.

9.9 Common Area Cleaning

The owners present discussed having the balcony, stairwell and common areas cleaned on a regular basis. Mr. D Hodge noted the gardener was not able to provide this service. After further discussion it was agreed for the management committee to arrange for a contractor to meet on site to discuss scope of works and provide a quote for the cleaning. Once the quote is received it would be reviewed by the management committee who will provide instructions to ABCM.
Agreed by all represented.

10. BUDGET

10.1 Administration Fund - Unit Entitlement

In accordance with the Community Titles Act 1996, Part 11 Division 1, Section 114, the members of the corporation agreed to fix the following proposed administration budget of \$26,554.00 for the following twelve months and to ensure it will meet the corporations financial responsibility. Owners are reminded to adequately budget for unexpected occurrences otherwise the corporation will incur additional administrative expenses. Contributions are divided by unit entitlement, payable Quarterly due on the following dates: 5 April; 5 July; 5 October; 5 January and to continue until changed at an AGM.

Corporation members acknowledged and agree should the budget need to be increased to meet obligations, owners present at the meeting are entitled to make this decision on behalf of the corporation.

Motion CARRIED.

10.2 Sinking Fund by Unit Entitlement

The members of the corporation agreed with the proposed Sinking Fund of \$10,000.00 per annum. The Sinking Fund's purpose is not to be used for the day to day expense of the corporation unless instructed so by the management committee and is additional to the Administrative Budget. Contributions are divided by unit entitlement and payable Quarterly with Administration Levies.

Corporation members acknowledged and agree should the budget need to be increased to meet obligations, owners present at the meeting are entitled to make this decision on behalf of the corporation.

Motion CARRIED.

11. AUTHORISED DIRECTIVES

11.1 Special Levies

The corporation is encouraged to budget adequate surplus funds at the AGM. If a shortfall of funds occurs for any reason throughout the year, a special levy will be required and ABCM authorised to liaise with the corporation to raise funds required to meet such a shortfall. ABCM made owners aware that extended administration fees will be charged to facilitate the additional financial administration.

**ANNUAL GENERAL MEETING MINUTES OF COMMUNITY CORPORATION 24917
38 CHILDERS STREET, NORTH ADELAIDE
Thursday, 27 March 2025**

11.2 Unpaid Contributions/ Levy Debt Collection

Community Titles Act 1996 Section 114(7&8) - "(7) Payment of a contribution, instalment or interest is 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."

Members of the corporation are reminded that if contact details like postal addresses and email address change, failure to notify ABCM may result in overdue levies and initiate arrears process.

Any and all costs and fees related and associated with any action taken by the corporation against a unit (including, but not limited to, the recovery of outstanding contributions and breaches of the bylaws), shall be levied against the relevant unit as a debt. Such costs and fees may include, but are not limited to, legal costs, collections costs, third party costs, late fees and administrative fees. The Corporation authorises ABCM to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of the Corporation, in particular:

- Each owner will be issued an account 30 days before the due date.
- If account remains unpaid, reminder arrears notices will be sent at 7 days and 38 days after the due date.
- If account remains unpaid at 60 days, ABCM will initiate contact with the owner on behalf of the corporation and discuss payment arrangements.
- If no arrears payment arrangements are finalised with owner at 66 days, a Letter of Demand will be issued, and formal debt collection process may commence.

**Please note all debt collection costs, court & search / lodgement fees and interest are recoverable from the Lot/Unit owner.*

11.3 Invoice approval process

The corporation authorises ABCM to pay received invoices for works approved at the AGM. Approved works arranged outside the AGM, the corporation requires one office bearer to provide approval in writing to ABCM for payment.

11.4 Maintenance Policy

The corporation acknowledges and approves adopting a maintenance policy to expedite jobs. The following is the directive.

- 1) Repairs outside of resolutions at the AGM and equal to or less than \$600.00 inc GST or vital in nature, one Officer Bearer to approve.
- 2) Repairs outside of resolutions at the AGM and greater than \$600.00 inc GST to be referred to the committee to provide instructions.
- 3) Repairs under \$2000.00 ABCM will obtain 1 quote, to be referred to the committee to provide instructions.
- 4) Repairs greater than \$2000.00 ABCM will obtain 2 quotes, a 3rd quote upon instructions from the committee will only be obtained if there is a significant disparity between quotes. Quotes to be referred to the committee to provide instructions.
- 5) Repairs of emergency nature will be attended ASAP and the committee to be informed.
- 6) The corporations committee is authorised to provide scope of works to ABCM and encourages owners to submit independent quotes within the agreed time frame when work is required.

12. BYLAWS - General Information

Owners are to ensure Bylaws are passed to occupants. Agents are encouraged to make them part of the tenancy agreement. Owners are made aware that any breach of the bylaws a penalty fine may be issued, payable and collected as a debt from the owner. Corporations committees are to review the bylaws regularly and update as required.

**ANNUAL GENERAL MEETING MINUTES OF COMMUNITY CORPORATION 24917
38 CHILDERS STREET, NORTH ADELAIDE
Thursday, 27 March 2025**

13. Communication Protocols

General Information / Documents.

First try our online portal <https://my.smata.com/>

Information available: Insurance Policy Details, Levy Notices, AGM minutes, Plans, invoices Status of open jobs.

Property Emergency or Vital Corporation Matters Phone.

Office Hours: 8342-1544

After Hours Property Emergency: Ken Hall direct on 83645855

Other Important Numbers:

Police for Behaviour/Noise/etc. 131 444

State Emergency Service (SES) 132 500

Communication from ACE office will include.

- @smata.com emails regarding job status & invoice approvals
- @dropbox.com emails for electronic signing
- @acebodycorp.com.au emails directly from our staff
- Telephone calls or emails direct to committee members for instruction clarification.
- Routine enquiries, **email** our NEST TEAM on eggs@acebodycorp.com.au

Committee Specific Communication / Requirements.

- All committee members require **an active email address** due to time sensitive nature of matters.
- **Quote approvals** will be forwarded via SMATA for approval – click the link on the email
- Required **Invoice Approvals** will be forwarded via SMATA for action
- All job requests outside of the AGM (refer to maintenance policy)
- **Presiding Officer to send approved instructions** from committee to ensure Ace office does not receive conflicting instructions.
- **Presiding Officer is the authorised signatory** for the corporation, unless otherwise authorised at a general meeting.
- Best Practice is to **respond within 14 days** of request.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 06:20 PM.



Ace Body Corporate Management

PO BOX 672, Prospect East SA

Ph: 8342-1544

E: adelaidecbd@acebodycorp.com.au

MINUTES OF THE ANNUAL GENERAL MEETING COMMUNITY CORPORATION Plan No. 24917 38 CHILDERS STREET NORTH ADELAIDE

DATE, PLACE & TIME OF MEETING: Thursday, 26 March 2026
05:30 PM.
Teleconference, Vote Online using StrataVote, or attend in person at Ace Office.

LOTS REPRESENTED:

Lot 2	Mr. Mark & Mrs. Amanda Webster	Proxy to ABCM
Lot 3	Ms. Kathryn Reardon	Owner present
Lot 4	Ms. Tahira Sabeen	Proxy to Ms. Kathryn Reardon
Lot 5	Ms. Randa Barazin	Owner present
Lot 6	Ms. Indiana Sbrogio	Proxy to ABCM
Lot 7	Mr. Matthew Atkinson	Proxy to Mr. Derek Hodge
Lot 11	Mr. Christopher & Mrs. Jessica Targett	Proxy to ABCM
Lot 13	Mr. Delwin & Mrs. Gillian Keasberry	Proxy to Ms. Kathryn Reardon
Lot 14	Filtered Solutions Pty Ltd	Represented by Mr. Derek Hodge

IN ATTENDANCE: Wesley Schache of Ace Body Corporate Management

1. Appointment of Chairperson

Owners represented were in majority favour of Wesley Schache of ABCM to assist the corporation with conducting the meeting and recording the minutes.

Motion CARRIED.

2. Quorum, In Attendance, Recording of Proxies

A quorum was declared with 9 of the 14 financial members in attendance as per section 94(2) of the Community Titles Act.

3. Disclosure Pecuniary Interest

It is an offence to not disclose any direct or indirect pecuniary interest in a matter in relation to the corporation. Under the Community Titles Act 1996 (S85[1]), a delegate of the community corporation who has direct or indirect pecuniary interest in a matter in relation to which he or she proposes to perform delegated functions or powers must disclose the nature of the interest, in writing, to the corporation before performing functions or powers.

4. Confirmation of Previous Meeting Minutes

The minutes of the Annual General Meeting held on 27th of March 2025 were accepted as a true and accurate record of the proceedings.

Motion CARRIED.

**ANNUAL GENERAL MEETING MINUTES OF COMMUNITY CORPORATION 24917
38 CHILDERS STREET, NORTH ADELAIDE
Thursday, 26 March 2026**

5. Business Arising from Previous Meeting

Nil business arising from the previous minutes

6. Confirmation of Financial Statements

The financial statements for the twelve month period ending 31st of January 2027 were accepted as an accurate record of the corporation's financial position by the members of the corporation. All records were accessible throughout the meeting.

Motion CARRIED.

7. APPOINTMENTS

7.1 Election of Office Bearers

In accordance with Community Titles Act 1996 Part 9 Division 1, Section 76, the members of Body Corporate elected the following members for the current 12 months.

Presiding Officer:	Matthew Atkinson
Treasurer:	Kathryn Reardon
Secretary:	Derek Hodge

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

Motion CARRIED.

7.2 Election of Management Committee

Per Division 3 Section 90.3, members of a committee must be natural persons and must include the presiding officer, the treasurer and the secretary of the corporation. The members of the corporation agree the office bearers would constitute the corporation's management committee.

ABCM is authorised to share contact details of all committee members between committee members.
All committee members must use the owners portal for ease of communication.
The committee is aware that all committee minutes will be filed and accessible by all owners.

The management committee to be authorised to proceed for each occurrence of unplanned maintenance work that may occur throughout the year and raise special levies if required. The management committee does not have the power to authorise anything for which a special or unanimous resolution of the corporation is required by the legislation or the articles of the corporation in accordance with Community Title Act 1996 Part 9, Division 3, Section 92.

The corporation as per section 9.4 of the management agreement acknowledges the Presiding Officer is appointed to communicate all approved instructions to ABCM, unless the Management Committee elects another committee member to provide approved instructions to ABCM. In any event, instructions shall only be communicated to ABCM by one committee spokesperson to create clear and effective channels of communication.

Motion CARRIED.

**ANNUAL GENERAL MEETING MINUTES OF COMMUNITY CORPORATION 24917
38 CHILDERS STREET, NORTH ADELAIDE
Thursday, 26 March 2026**

7.3 Appointment of Management

Ace Body Corporate Management (ABCM) are appointed as manager for the corporation's current financial year, and provide routine services in accordance with the Community Titles Act Section 76(9) to assist the appointed officer bearers in accordance with Section 2.1 and the General Conditions of the management agreement. Pro-rata management fees will be charged from the end of the corporation's financial year up until the next Annual General Meeting of the corporation.

All funds of the corporation are to be deposited in the Macquarie Bank account in the name of the corporation, which shall be audited and operated in accordance with the legislation. The Presiding Officer or an appointed office bearer is authorised by the Body Corporate to sign the management agreement. If a signed copy has not been received by ABCM within 21 days, the agreement is deemed to have been accepted by the Body Corporate.

ABCM advised additional services in sections 2.2, 2.3, and Special Conditions as stated in the management agreement are provided, they will be charged to the corporation where applicable. The Corporation agrees that extended administration for an individual(s) may be levied to the lot owner and recoverable. These charges may include but not limited to, extended administration, non routine functions, government charges, registering as public officer, disbursements, audit charges and tax preparation if necessary. These charges will be debited to the corporation or the individual as applicable.

Motion CARRIED.

ANNUAL GENERAL MEETING MINUTES OF COMMUNITY CORPORATION 24917
38 CHILDERS STREET, NORTH ADELAIDE
Thursday. 26 March 2026

8. INSURANCE

8.1 Current Insurance with Valuation

ABCM advised that the corporation is required to keep the common property / all buildings and building improvements insured to their full replacement value per the Community Titles Act 1996, Part 10 Division 2 - Section 103 & 104 (2)b -The insurance must be for the full cost of replacing the buildings or improvements with new materials; Section 106 (2) - A person who is required by subsection (1) to insure a building must provide to the community corporation such evidence as is required by the regulations of his or her compliance with that requirement.

The previous valuation was undertaken 24 Jun 2025 with the amount being \$3,690,000.00.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
POL11090608	Strata Community Insurance	31 Oct 2026	Building	\$3,960,000.00
			Loss of Market Value	\$553,500.00
			Public Liability	\$30,000,000.00
			Office Bearers Liability	\$1,000,000.00
			Fidelity Guarantee	\$100,000.00
			Govt. Audit Costs	\$25,000.00
			Appeal Expenses	\$100,000.00
			Legal Defence Expenses	\$50,000.00
			Lot Owners' Fixtures & Improvements (Per Lot)	\$300,000.00
			Machinery Breakdown	\$10,000.00
			Catastrophe	\$553,500.00
			Voluntary Workers	\$200,000.00 / \$2,000.00
			POLICY EXCESS	\$1,000.00 Policy One
			POLICY EXCESS	2,000 Burst Pipes / Water Damage
TOTAL PREMIUM: \$8,649.58				

**ANNUAL GENERAL MEETING MINUTES OF COMMUNITY CORPORATION 24917
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Thursday. 26 March 2026**

8.2 Renewal Instructions

Members of the corporation authorise ABCM to arrange, place and provide general advice regarding the insurance on behalf of the corporation.

The Corporation provides informed consent for Resolute Property Protect Pty Ltd as the insurance broker, to obtain quotations from insurers including commission in relation to the placement, renewal, and variation of the strata insurance policy. A portion of this commission may be shared with ABCM, as an Authorised Representative of (broker) as per the terms of your management agreement. The exact amount or percentage of commission payable will be disclosed in the Insurance Report provided with each renewal or quotation. The Corporation further authorises the ABCM to retain records of this consent on behalf of the scheme for compliance with ASIC regulatory requirements.

The corporation authorises the committee to review insurance documentation and provide renewal instructions and the Presiding Officer to sign required documentation on behalf of the corporation.

Motion CARRIED.

8.2 Alternatives for Renewal Instructions

Option A

Obtain Quotes for the existing cover at Renewal

Members request ABCM to obtain insurance quotes for the existing cover for the next renewal and authorise the management committee to select the most appropriate policy. ABCM will send a renewal report containing quotes to the management committee and provide 7 days for a response. If no instructions are provided by the committee, the corporation authorises ABCM to renew cover per Broker recommendation.

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

9. Repair & Maintenance

9.1 ORDINARY RESOLUTION: Garden Maintenance

The Corporation approved continuing to use Urban Blades for the next twelve months to perform routine garden services to the common grounds. Funds are allocated in the current budget.

Motion CARRIED.

9.2 ORDINARY RESOLUTION: Annual Gate Maintenance

The corporation approved annual routine gate maintenance to be undertaken by Gate A Mation in October. Funds will be allocated in the admin budget for this purpose.

Motion CARRIED.

9.3 ORDINARY RESOLUTION: Sewer Maintenance

The Corporation approved Matt Wood Plumbing to undertake non-routine sewer maintenance, the management committee to provide scope of works when sewer maintenance is required. Costs to be covered by sinking Funds.

Motion CARRIED.

9.4 ORDINARY RESOLUTION: Storm Water Drain Maintenance

The Corporation approved Matt Wood Plumbing to undertake non-routine storm water drain maintenance, the management committee to provide scope of works when stormwater drain maintenance is required. Costs to be covered by sinking Funds.

Motion CARRIED.

**ANNUAL GENERAL MEETING MINUTES OF COMMUNITY CORPORATION 24917
38 CHILDERS STREET, NORTH ADELAIDE
Thursday, 26 March 2026**

9.5 ORDINARY RESOLUTION: Annual Fire Protection System Maintenance

The corporation approved annual routine fire protection maintenance to be undertaken by Silver Fox Fire Protection Pty Ltd. Funds will be allocated in the admin budget for this purpose.

Motion CARRIED.

9.6 Termite inspections / Treatment

ABCM encourages all owners to undertake routine termite inspections on a regular basis. Should termite activity be found it is strongly encouraged owners undertake immediate treatment to prevent further damage. Owners are requested to advise ABCM of any activity so neighbours / body corporate can be notified. Owners are reminded termite damage is generally not covered by Insurance.

9.7 ORDINARY RESOLUTION: Window Cleaning

The Corporation approves VESKAR Pty Ltd to perform routine cleaning of the external windows Sept/Oct at property. Funds of \$550.00 have been allocated in the Admin Budget.

Motion CARRIED.

9.8 ORDINARY RESOLUTION: Gutter & Downpipes Cleaning

The most recent gutter cleaning was September 2025 and members have previously agreed to have gutters cleaned.

The Corporation approves for routine cleaning of all gutters and down-pipes to be performed by Gutter Sukker. Funds of \$1,100.00 have been allocated in the Admin Budget.

Motion CARRIED.

Further to the motion above the management committee will provide instructions to ABCM when the gutter & downpipe cleaning is required.

9.9 ORDINARY RESOLUTION: Common Area Cleaning

The Corporation approved Tidy Task Cleaning to perform routine cleaning of the common area, balcony and stairwell at property. Funds have been allocated in the Admin Budget.

Motion CARRIED.

**ANNUAL GENERAL MEETING MINUTES OF COMMUNITY CORPORATION 24917
38 CHILDERS STREET, NORTH ADELAIDE
Thursday, 26 March 2026**

9.10 Corporation Maintenance

The following maintenance items were discussed for the Corporation.

Roof & Gutter Maintenance- The owners present reviewed the attached 2025 Gutter Report which identified repointing front and rear roof tile hip areas, Gutter and down pipe leaks and woodwork maintenance required. Mr. D Hodge tabled a quote obtained from BIJAN \$6,400.00 inc GST for the rectification. After further discussion it was agreed for ABCM to obtain 2 more quotes for the maintenance. Once received the quotes would be sent to the management committee to review and provide further instructions. Costs to be covered by sinking Funds.

Salt Damp Unit 2- ABCM informed the owners present a report had been received regarding possible salt damp issue to Unit 2. It was also noted area of corrosion of steel door frames in Unit 2 & 3 were visible. The management committee to provide instructions to ABCM regarding repairs to be undertaken.

Common Area Lighting- The owners present discussed the common area lighting for the Corporation. Ms. K Reardon noted the solar light by the staircase was not working correctly and other lights needed to be inspected. ABCM to engage an electrician to attend.

Rubbish Bins- The corporation reminds all owners it is the responsibly for all residents to place their units allocated bins out for collection and return the bins to their location once emptied. ABCM to send notification to all owners /property managers.

10. BUDGET

10.1 Administration Fund - Unit Entitlement

In accordance with the Community Titles Act 1996, Part 11 Division 1, Section 114, the members of the corporation agreed to fix the following proposed administration budget of \$27,694.00 for the following twelve months and to ensure it will meet the corporations financial responsibility. Owners are reminded to adequately budget for unexpected occurrences otherwise the corporation will incur additional administrative expenses. Contributions are divided by unit entitlement, payable Quarterly due on the following dates: 5 April; 5 July; 5 October; 5 January and to continue until changed at an AGM.

Corporation members acknowledged and agree should the budget need to be increased to meet obligations, owners present at the meeting are entitled to make this decision on behalf of the corporation.

Motion CARRIED.

10.2 Sinking Fund by Unit Entitlement

The members of the corporation agreed with the proposed Sinking Fund of \$10,000.00 per annum. The Sinking Fund's purpose is not to be used for the day to day expense of the corporation unless instructed so by the management committee and is additional to the Administrative Budget. Contributions are divided by unit entitlement and payable Quarterly with Administration Levies.

Corporation members acknowledged and agree should the budget need to be increased to meet obligations, owners present at the meeting are entitled to make this decision on behalf of the corporation.

Motion CARRIED.

10.3 RESOLUTION: Interest on Overdue Contributions/Unpaid Levies

The Community Corporation resolves to charge interest on overdue contributions at a rate of 10% per annum, in accordance with section 114(4)(b) of the *Community Titles Act 1996 (SA)* and Regulation 19 of the *Community Titles Regulations 1996*.

Motion CARRIED.

**ANNUAL GENERAL MEETING MINUTES OF COMMUNITY CORPORATION 24917
38 CHILDERS STREET, NORTH ADELAIDE
Thursday. 26 March 2026**

12. RESOLUTION: Investment Account

Members present agreed to transfer the amount of \$25,000.00 from the sinking fund into an interest-bearing investment account for the following 12 months for the Corporation. Upon maturity date the Committee, be authorized to provide further instructions.

Motion CARRIED.

11. AUTHORISED DIRECTIVES

11.1 Special Levies

The corporation is encouraged to budget adequate surplus funds at the AGM. If a shortfall of funds occurs for any reason throughout the year, a special levy will be required and ABCM authorised to liaise with the corporation to raise funds required to meet such a shortfall. ABCM made owners aware that extended administration fees will be charged to facilitate the additional financial administration.

11.2 Unpaid Contributions/ Levy Debt Collection

Community Titles Act 1996 Section 114(7&8) - "(7) Payment of a contribution, instalment or interest is 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."

Members of the corporation are reminded that if contact details like postal addresses and email address change, failure to notify ABCM may result in overdue levies and initiate arrears process.

Any and all costs and fees related and associated with any action taken by the corporation against a unit (including, but not limited to, the recovery of outstanding contributions and breaches of the bylaws), shall be levied against the relevant unit as a debt. Such costs and fees may include, but are not limited to, legal costs, collections costs, third party costs, late fees and administrative fees. The Corporation authorises ABCM to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of the Corporation, in particular:

- Each owner will be issued an account 30 days before the due date.
- If account remains unpaid, reminder arrears notices will be sent at 7 days and 38 days after the due date.
- If account remains unpaid at 60 days, ABCM will initiate contact with the owner on behalf of the corporation and discuss payment arrangements.
- If no arrears payment arrangements are finalised with owner at 66 days, a Letter of Demand will be issued, and formal debt collection process may commence.

**Please note all debt collection costs, court & search / lodgement fees and interest are recoverable from the Lot/Unit owner.*

11.3 Invoice approval process

The corporation authorises ABCM to pay received invoices for works approved at the AGM.

Approved works arranged outside the AGM, the corporation requires one office bearer to provide approval in writing to ABCM for payment.

11.4 Maintenance Policy

The corporation acknowledges and approves adopting a maintenance policy to expedite jobs. The following is the directive.

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**ANNUAL GENERAL MEETING MINUTES OF COMMUNITY CORPORATION 24917
38 CHILDERS STREET, NORTH ADELAIDE
Thursday. 26 March 2026**

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- **Presiding Officer to send approved instructions** from committee to ensure Ace office does not receive conflicting instructions.
- **Presiding Officer is the authorised signatory** for the corporation, unless otherwise authorised at a general meeting.
- Best Practice is to **respond within 14 days** of request.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 06:50 PM.



**STRATA COMMUNITY
INSURANCE**



stratacommunityinsure.com.au

T 1300 SCINSURE (1300 724 678)
E myenquiry@scinsure.com.au
A Level 12, 182 Victoria Square, Adelaide, SA 5000

CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	POL11090608
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording <u>SCI034-Policy-RS-PPW-02/2021</u> Supplementary Product Disclosure Statement <u>SCIA-036_SPDS_RSC-10/2021</u>
THE INSURED	Community Corporation No. 24917
SITUATION	38 Childers Street, North Adelaide, SA, 5006
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 31/10/2025 Expiry Date: 4:00pm on 31/10/2026
INTERMEDIARY	Resolute Property Protect
ADDRESS	Level 5, 90 Collins Street, Melbourne, VIC, 3000
DATE OF ISSUE	13/03/2026

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$3,690,000
		Common Area Contents	Not Included
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$553,500
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
SECTION 2	Liability		\$30,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$1,000,000
SECTION 7	Machinery Breakdown		\$10,000
SECTION 8	Catastrophe		\$553,500
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

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

This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

COMMUNITY PLAN NUMBER	
C 24917	
PLAN TYPE PRIMARY STRATA	
THIS IS SHEET 1 OF 4 SHEETS	
DEPOSITED 2 / 9 / 2008 PRO REGISTRAR-GENERAL	
CLOSURE CHECKED	PLAN APPROVED PMS APPROVED
EXAMINED JLM	10/10/08
TITLE REFERENCE CT 5779/123	
LAND DESCRIPTION	
ALLOTMENT 385 in FP 183657	
IRRIGATION AREA	DIVISION
HUNDRED YATALA	
AREA NORTH ADELAIDE	
COUNCIL CITY OF ADELAIDE	
MAP REF 6628-41-d	
OB/LAST PLAN REF FP 46473	TOTAL AREA 984m ²
DEV No 020/C054/04	
SCALE 0 5 10 15 20 25 METRES	
ANNOTATIONS	

ALL DISTANCES ARE GROUND DISTANCES	
COMBINED SCALE FACTOR	ZONE 54 MGA
BEARING DATUM ①-② 253°04'40" DISTANCE	
DERIVED FROM FP 46473 ADOPTED	
CERTIFICATE OF LICENSED SURVEYOR	
I ALISTER ROSS FYFE	
licensed surveyor under the Survey Act, 1992 certify that this community plan has been correctly prepared in accordance with the Community Titles Act 1996 to a scale prescribed by regulation	
Dated this 16TH day of FEBRUARY 2007	
Licensed Surveyor	

LEGEND	
NETWORK PSM	NETWORK STATION
PERMANENT SURVEY MARK	PLACED FOUND GONE
REFERENCE MARKS	PLACED FOUND GONE
DRILL HOLE & WING	MP OR RAM
DIRECTION CHANGE	SPK FD
PART DISTANCES	BT GONE
CALCULATED DATA	20.32
COPIED DATA	20.85 CALC 100.85

SITE PLAN

SP 13647 DP 45270 CP 24001

O'CONNELL STREET 342° 16' 30"

CHILDERS STREET 253° 04' 40"

TWO STOREY BUILDING

LANDING STAIRS BALCONY

162° 30' 40" 64.65

342° 30' 40" 64.52

110° 25' 15.24

5.11 5.27 2.42

5.14 7.69 15.24

2.38

FYFE PTY LTD
SURVEYORS and ENGINEERS
A.C.N. 062 592 465
143 FULLARTON ROAD ROSE PARK SA 5067
PHONE (08) 8364 1000 FAX (08) 8364 0904
Brisbane (07) 3208 6566
Reference 16435/1/4 Dwg No. 16435SC1-r0
REV 0 DATE 16/02/2007 DR GGV

COMMUNITY PLAN NUMBER

C 24917

PLAN TYPE

PRIMARY STRATA

THIS IS SHEET 2 OF 4 SHEETS

Date 8.8.07

DEPOSITED 2 / 9 / 2008

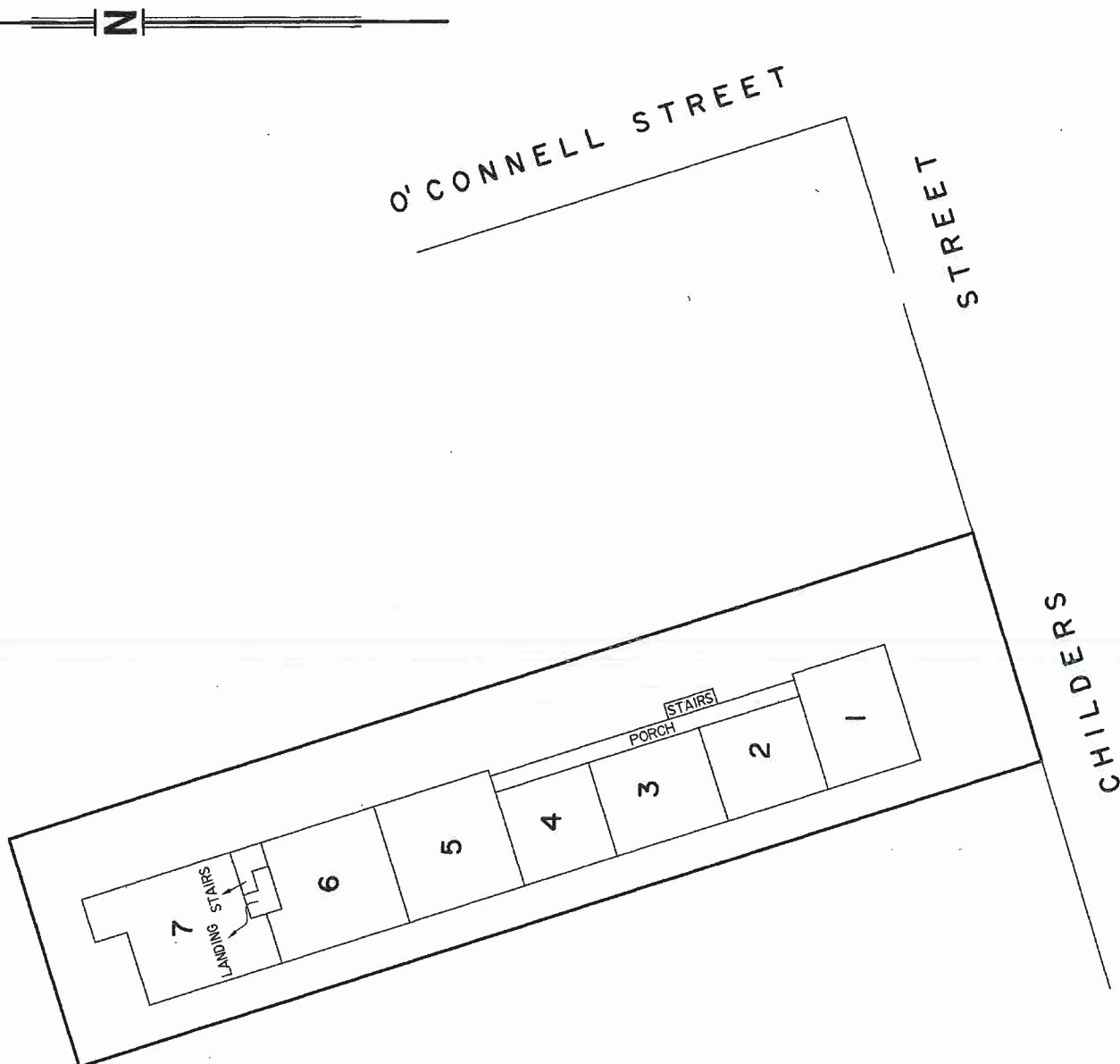
PRO REGISTRAR-GENERAL

SCALE

0 5 10 15 20 25 METRES

ANNOTATIONS

GROUND FLOOR PLAN



FYFE PTY LTD

SURVEYORS and ENGINEERS

A.C.N. 062 592 465

143 FULLARTON ROAD ROSE PARK SA 5067

PHONE (08) 8364 1000 FAX (08) 8364 0904

Brisbane (07) 3208 6566

Reference 16435/1/4 Dwg No. 16435SC1-R0

QA

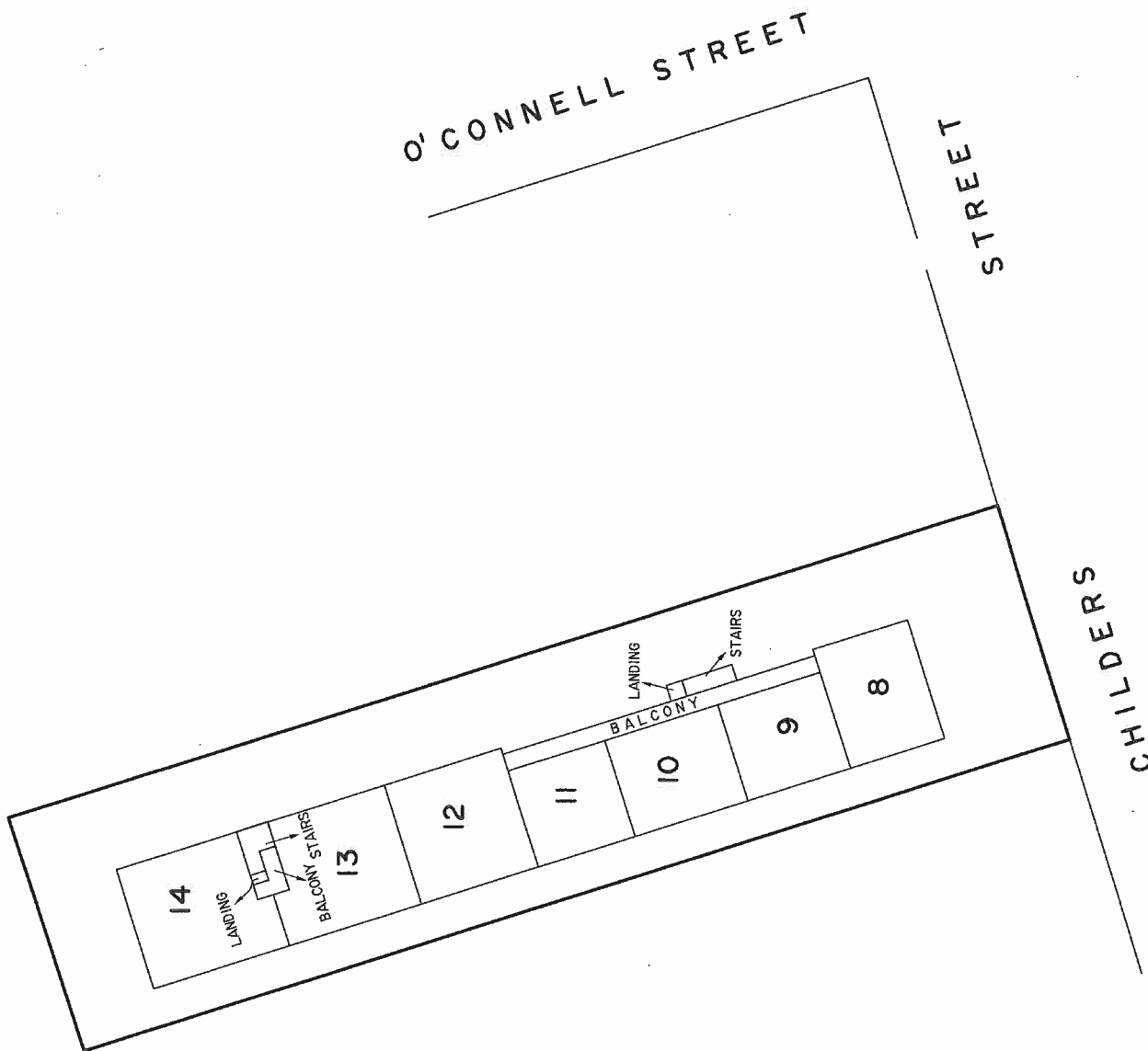
REV 0

DATE

16/02/2007

FYFE.DOLE

FIRST FLOOR PLAN



COMMUNITY PLAN NUMBER

C 24917

PLAN TYPE PRIMARY STRATA

THIS IS SHEET 3 OF 4 SHEETS

Licensed Surveyor

19/8/08

PLAN APPROVED

2/9/2008

Date

8.8.07

PRO REGISTRAR-GENERAL

SCALE 0 5 10 15 20 25 METRES

ANNOTATIONS

FYFE PTY LTD
SURVEYORS and ENGINEERS
A.C.N. 062 592 465
143 FULLARTON ROAD ROSE PARK SA 5067
PHONE (08) 8364 1000 FAX (08) 8364 0904
Brisbane (07) 3208 6566
Reference 16435/1/4 Dwg No. 16435SC1-R0
QA REV 0 DATE 16/02/2007

LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER
CP 24917

THIS IS SHEET **4** OF **4** SHEETS

APPROVED

DEPOSITED

2 / 9 / 2008

18/01/08

PRO REGISTRAR-GENERAL

APPLICATION **11012072**

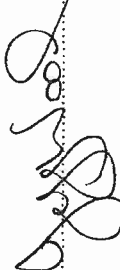
SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENT	SUBDIVIDED
1	710	
2	605	
3	605	
4	605	
5	785	
6	860	
7	885	
8	690	
9	595	
10	595	
11	595	
12	770	
13	850	
14	850	
AGGREGATE	10,000	

CERTIFICATE OF LAND VALUER

I, **JEFFREY WOOD**being
a land valuer within the meaning of the Land Valuers Act 1994
certify that this schedule is correct for the purposes of the
Community Titles Act 1996.

Dated the **4TH** day of **AUGUST 2008**


Signature of Land Valuer

TERMS OF INSTRUMENT NOT CHECKED BY
THE LANDS TITLE OFFICE

Page 1 of 15

SCHEME DESCRIPTION
Development No. 040/C054/04

SCHEME DESCRIPTION

COMMUNITY PLAN No. 24917

38 Childers Street

NORTH ADELAIDE

TERMS OF INSTRUMENT NOT CHECKED BY
THE LANDS TITLE OFFICE

Page 2 of 15

SCHEME DESCRIPTION
Development No. 040/C054/04

INDEX

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Description of land to be developed	3
Nature of proposed development	3
Environmental aspects of development	3
Purpose for which Lots can be used	3
Standard of buildings and improvements	3
Obligations to develop Lots	3
Developer's obligation to develop Common Property	3
Staging of development	3
Estimated date for completion	3
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Endorsement by Council	4
Copy of Provisional Development Approval and Decision Notification Form	5 - 8
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Copy of Community Plan	13 - 15

TERMS OF INSTRUMENT NOT CHECKED BY
THE LANDS TITLE OFFICE

Page 3 of 15

SCHEME DESCRIPTION
Development No. 040/C054/04

DESCRIPTION OF LAND TO BE DEVELOPED UNDER THE SCHEME

The whole of the land comprised in Certificate of Title Volume 5779 Folio 123 being property located at 38 Childers Street North Adelaide SA 5006.

1. NATURE OF PROPOSED DEVELOPMENT

- (1) The primary plan of community division will divide the land described above and the existing buildings erected on that land into seven (14) primary lots and common property. (See plans attached).
- (2) The buildings are for residential use only.

2. ENVIRONMENTAL ASPECTS OF THE DEVELOPMENT

The existing buildings are well maintained.

3. PURPOSE FOR WHICH THE LOTS AND COMMON PROPERTY MAY BE USED

- (1) Buildings erected on the Lots are used for residential purposes.
- (2) The Common Property includes the open drive ways. The Common Property is for use by the owners and tenants of Lots and their clients and invitees for access to the Lots. The Common Property areas may also be used for service infrastructure as required by the Community Corporation from time to time.
- (3) The Common Property is to be used by the proprietors and occupiers of the community lots and persons authorised by them from time to time in accordance with the By-laws of the Community Scheme.

4. STANDARD OF BUILDINGS AND OTHER IMPROVEMENTS

The existing buildings and other improvements have been recently renovated to a high standard.

5. DEVELOPER'S OBLIGATIONS TO IMPROVE OR DEVELOP THE COMMON PROPERTY

The Common Property areas have already been developed and do not require further improvement.

6. STAGING OF DEVELOPMENT

The Scheme is not a staged development as all works have been substantially completed.

7. ESTIMATED DATE FOR THE COMPLETION OF THE SCHEME

The Scheme relates to existing structures. Substantial renovation of the property has been completed.

8. CONDITIONS OF APPROVAL

A copy of Notification Form (Dev No

020/C054/04

) issued by the Adelaide City Council relating to the

Scheme is attached.

TERMS OF INSTRUMENT NOT CHECKED BY
THE LANDS TITLE OFFICE

Page 4 of 15

SCHEME DESCRIPTION
Development No. 040/C054/04

DATED this 17TH day of July 2008

ENDORSEMENT BY 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 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 a 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.

Signed

Name: Rick Hutchins

Title: Team Leader - Planning Assessment

Date: 17/7/2008

SCHEME DESCRIPTION
Development No. 040/C054/04
Adelaide City Council
ABN 20 903 762 572
25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001
Tel 08 8203 7203
Fax 08 8203 7575
www.adelaidecitycouncil.com

Enquiries: **Rachel Tassone 8203 7237**
Reference: **2004/01436**

17 January 2007

CATHY JAYNE DEVELOPMENTS
C/- Fyfe Surveyors P/L
PO Box 114
KENT TOWN DC SA 5071

Dear Sir/Madam

Application: LD/36/2006 (020/C054/04 - Unique ID 10709)
Description: Community Titles - create 14 titles from 1
Location: 36-40 Childers Street, NORTH ADELAIDE SA 5006

Provisional Development Plan Consent

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 approval.

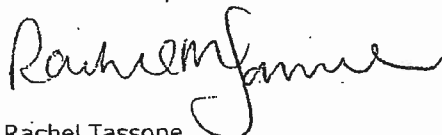
I advise that pursuant to Section 86(1) of the Development Act, 1993 you have the right of appeal to the Environment, Resources and Development Court, against any conditions which have been imposed on this approval. Pursuant to the provisions of Section 86(4) of the Development Act, 1993 any such appeal 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 5000 (Postal Address, GPO Box 2465, Adelaide 5001).

Please be advised that this approval will lapse at the expiration of 12 months from the operative date of the approval. If an application for a certificate under Section 51 of the Act has been lodged with the Development Assessment Commission within such period the approval will lapse at the expiration of 3 years.

Should you require any further information or assistance, do not hesitate to contact me.

Yours faithfully



Rachel Tassone
Planning Officer - Development Assessment



DECISION NOTIFICATION FORM

Application Dated: 17 Sep 2004 Application Registered On: 17 Sep 2004	File Reference: 2004/01436 Contact Officer: Rachel Tassone 8203 7237
--	--

Application:	LD/36/2006 (020/C054/04 - Unique ID 10709)
Applicant:	CATHY JAYNE DEVELOPMENTS
Description:	Community Titles - create 14 titles from 1
Location:	36-40 Childers Street, NORTH ADELAIDE SA 5006

In respect of this proposed development you are informed that:

Nature of consent	Consent status	Date of decision	No. of conditions
-------------------	----------------	------------------	-------------------

Provisional Development Plan Consent	Granted	16 January 2007	1
Community Title Consent	Still Required	-	-
Development Approval	Still Required	-	-

Details of the building classification and the approved number of occupants under the Building Code are attached.

~~# representation(s) from third parties concerning your category 3 proposal were received.~~

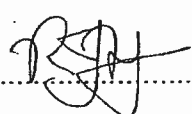
~~If there were third party representations, any consent/approval or consent/approval with conditions does not operate until the periods specified in the Act have expired.~~

Reason for this decision, any conditions imposed, and the reasons for imposing those conditions are set out on the attached sheet.

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 works or change the use of the land until you have also received notification of a Development Approval.

Date of Decision: **16 January 2007**

[] Development Assessment Commission or delegate

Signed: 

[✓] Council Chief Executive Officer or delegate

[] Private Certifier

Date: **19/1/2007**

[2] Sheets Attached



Application: LD/36/2006 (020/C054/04 - Unique ID 10709)

Applicant: CATHY JAYNE DEVELOPMENTS

Location: 36-40 Childers Street, NORTH ADELAIDE SA 5006

CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT

1. The development granted Provisional Development Plan Consent shall be undertaken in accordance with the plans and details submitted to the satisfaction of Council except where varied by conditions below (if any).

Reason: To ensure that the development is undertaken in accordance with the plans and details submitted.



Application: LD/36/2006 (020/C054/04 - Unique ID 10709)
Applicant: CATHY JAYNE DEVELOPMENTS
Location: 36-40 Childers Street, NORTH ADELAIDE SA 5006

ADVISORY NOTES

The following Advisory Notes are not conditions of the decision but require your further attention and are for your information:

Street Numbering

Any street numbering which may have been indicated on this application has neither been approved or denied. The correct street addressing for this development can be confirmed by contacting the Rates and Valuation Section on 8203 7128 or 8203 7129.

Expiration Time of Approval (Land Division)

Pursuant to the provisions of Regulation 48 of the Regulations under the Development Act 1993, this approval will lapse at the expiration of 12 months from the operative date of the approval unless an application for a certificate under Section 51 of the Act has been lodged with the Development Assessment Commission within such period in which case the approval will lapse at the expiration of 3 years.

Building Rules

The applicant or person having the benefit of this development approval shall not use any existing building or any part thereof contained on any allotment resulting from the land division hereby approved unless the requirements of the Building Code of Australia, have been met to the reasonable satisfaction of Council.

Development Approval

Please note that Community Title Consent and Development Approval will not be issued until a separate Development Approval has been obtained for building work required to ensure the units satisfy the Building Code of Australia. Furthermore, Council will not issue the Section 51 Clearance until such time that all required building work has been completed to the satisfaction of Council.

SCHEME DESCRIPTION
Development No. 040/C054/04
25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001
Tel 08 8203 7203
Fax 08 8203 7575
www.adelaidecitycouncil.com

Enquiries: **Rachel Tassone 8203 7237**
Reference: **2004/01436**

31 July 2007

046



CATHY JAYNE DEVELOPMENTS
C/- Fyfe Surveyors P/L
PO Box 114
KENT TOWN DC SA 5071

Dear Sir/Madam

Application: LD/36/2006 (020/C054/04 – Unique ID 10709)
Description: Community Titles - create 14 titles from 1
Location: 36-40 Childers Street, NORTH ADELAIDE SA 5006

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 approval.

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 approval. 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 5000 (Postal Address, GPO Box 2465, Adelaide 5001).

Please be advised that this approval will lapse at the expiration of 12 months from the operative date of the approval. If an application for a certificate under Section 51 of the Act has been lodged with the Development Assessment Commission within such period the approval will lapse at the expiration of 3 years.

Should you require any further information or assistance, do not hesitate to contact me.

Yours faithfully

Rachel Tassone
Planning Officer – Development Assessment



DECISION NOTIFICATION FORM

Application Dated: 17 Sep 2004 Application Registered On: 17 Sep 2004	File Reference: 2004/01436 Contact Officer: Rachel Tassone 8203 7237
--	---

Application:	LD/36/2006 (020/C054/04 - Unique ID 10709)
Applicant:	CATHY JAYNE DEVELOPMENTS
Description:	Community Titles - create 14 titles from 1
Location:	36-40 Childers Street, NORTH ADELAIDE SA 5006

In respect of this proposed development you are informed that:

Nature of consent	Consent status	Date of decision	No. of conditions
Provisional Development Plan Consent	Granted	31 January 2007	1
Community Title Consent	Granted	31 July 2007	2
Development Approval	Granted	31 July 2007	3

~~Details of the building classification and the approved number of occupants under the Building Code are attached.~~

~~# representation(s) from third parties concerning your category 3 proposal were received.~~

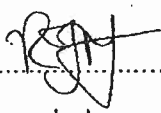
~~If there were third party representations, any consent/approval or consent/approval with conditions does not operate until the periods specified in the Act have expired.~~

Reason for this decision, any conditions imposed, and the reasons for imposing those conditions are set out on the attached sheet.

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 works or change the use of the land until you have also received notification of a Development Approval.

Date of Decision: 31 July 2007

[] Development Assessment Commission or delegate

Signed: 

[✓] Council Chief Executive Officer or delegate

[] Private Certifier

Date: 1/8/2007

[2] Sheets Attached



Application: LD/36/2006 (020/C054/04 - Unique ID 10709)
Applicant: CATHY JAYNE DEVELOPMENTS
Location: 36-40 Childers Street, NORTH ADELAIDE SA 5006

CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT

- 1. The development granted Development Approval shall be undertaken in accordance with the plans/amended plans and details submitted to the satisfaction of Council except where varied by conditions below (if any).**

Reason: To ensure that the development is undertaken in accordance with the plans and details submitted.

CONDITIONS OF COMMUNITY TITLE CONSENT

- 1. Payment of \$38,780.00 shall be made into the Planning and Development Fund (14 allotments @ \$2770 per allotment). Cheques to be made payable and marked "Not Negotiable" to the Development Assessment Commission and payment made at Level 5, 136 North terrace, Adelaide, or sent to GPO Box 1815, Adelaide, 5001, or via the internet at www.planning.sa.gov.au**

Reason: To satisfy the requirements of the Development Assessment Commission.

- 2. The applicant or person having the benefit of this development approval shall not use any existing building or any part thereof contained on any allotment resulting from the land division hereby approved unless the requirements of the Building Code of Australia, have been met to the reasonable satisfaction of Council.**

Reason: To ensure that buildings comply with the Building Code of Australia.



Application: LD/36/2006 (020/C054/04 - Unique ID 10709)
Applicant: CATHY JAYNE DEVELOPMENTS
Location: 36-40 Childers Street, NORTH ADELAIDE SA 5006

ADVISORY NOTES

The following Advisory Notes are not conditions of the decision but require your further attention and are for your information:

Street Numbering

Any street numbering which may have been indicated on this application has neither been approved or denied. The correct street addressing for this development can be confirmed by contacting the Rates and Valuation Section on 8203 7128 or 8203 7129.

Expiration Time of Approval (Land Division)

Pursuant to the provisions of Regulation 48 of the Regulations under the Development Act 1993, this approval will lapse at the expiration of 12 months from the operative date of the approval unless an application for a certificate under Section 51 of the Act has been lodged with the Development Assessment Commission within such period in which case the approval will lapse at the expiration of 3 years.

COMMUNITY PLAN NUMBER	
PLAN TYPE PRIMARY STRATA	
THIS IS SHEET 1 OF 4 SHEETS	
DEPOSITED	PRO REGISTRAR-GENERAL
CLOSURE CHECKED	PLAN APPROVED
PLAN EXAMINED	PMS APPROVED
TITLE REFERENCE CT 5779/123	
LAND DESCRIPTION	
ALLOTMENT 385 in FP 183657	
IRRIGATION AREA	DIVISION
HUNDRED YATALA	
AREA NORTH ADELAIDE	
COUNCIL CITY OF ADELAIDE	
MAP REF 5628-41-d	
OB/LAST PLAN REF FP 46473	TOTAL AREA 984m ²
DEV No 040/C054/04	
METRES	
0 5 10 15 20 25	
ANNOTATIONS	

ALL DISTANCES ARE GROUND DISTANCES	
COMBINED SCALE FACTOR	ZONE 54 MGA
BEARING DATUM	25°04'40" DISTANCE
DERIVED FROM	FP 46473 ADOPTED
CERTIFICATE OF LICENSED SURVEYOR	
I ALISTER ROSS FYFE	
Licensed surveyor under the Survey Act, 1992, certify that this community plan has been correctly prepared in accordance with the Community Titles Act 1996 to a scale prescribed by regulation	
Dated this 16TH day of FEBRUARY 2007	
Licensed Surveyor	

LEGEND	
NETWORK PSM	NETWORK STATION
PERMANENT SURVEY MARK	PLACED FOUND GONE
REFERENCE MARKS	PLACED FOUND GONE
DRILL HOLE B WING	SPK FD BT GONE
DIRECTION CHANGE	
PART DISTANCES	20.85 CALC
CALCULATED DATA	100.85
COPIED DATA	

Development Assessment Commission
LAND DIVISION (COMMUNITY TITLE) CERTIFICATE
Council/Commission has consented to the encroachment(s) over public land

The building(s)/structure was erected on 1989

The postal address of the site is 38 Childers Street, NORTH ADELAIDE

Approved in accordance with the requirements of Section 51 of the Development Act 1993

Signed
Description of signatory: Supervisor of Land Divisions as delegate of D.A.C.

Dated 09/08/2007 03:21 PM

DP 45270

FP 183658

SP 13647

CONNELL STREET

CHILDERS STREET

TWO STOREY BUILDING

BALCONY

LANDING

STAIRS

STAIRS

BALCONY

162°30'40"

64-65

64-52

342°30'40"

5-11

15-24

2-38

5-14

7-68

15-24

110-23

253°04'40"

COMMUNITY PLAN NUMBER	
PRIMARY STRATA	
PLAN TYPE	THIS IS SHEET 2 OF 4 SHEETS
Date	
Licensed Surveyor	DEPOSITED / / 20
PLAN APPROVED	PRO REGISTRAR-GENERAL
SCALE	METRES
0 5 10 15 20 25	
ANNOTATIONS	

GROUND FLOOR PLAN

Development Assessment Commission
LAND DIVISION (COMMUNITY TITLE) CERTIFICATE
Council/Commission has consented to the
encroachment(s)
over public land

The building(s)/structure was erected
on.....

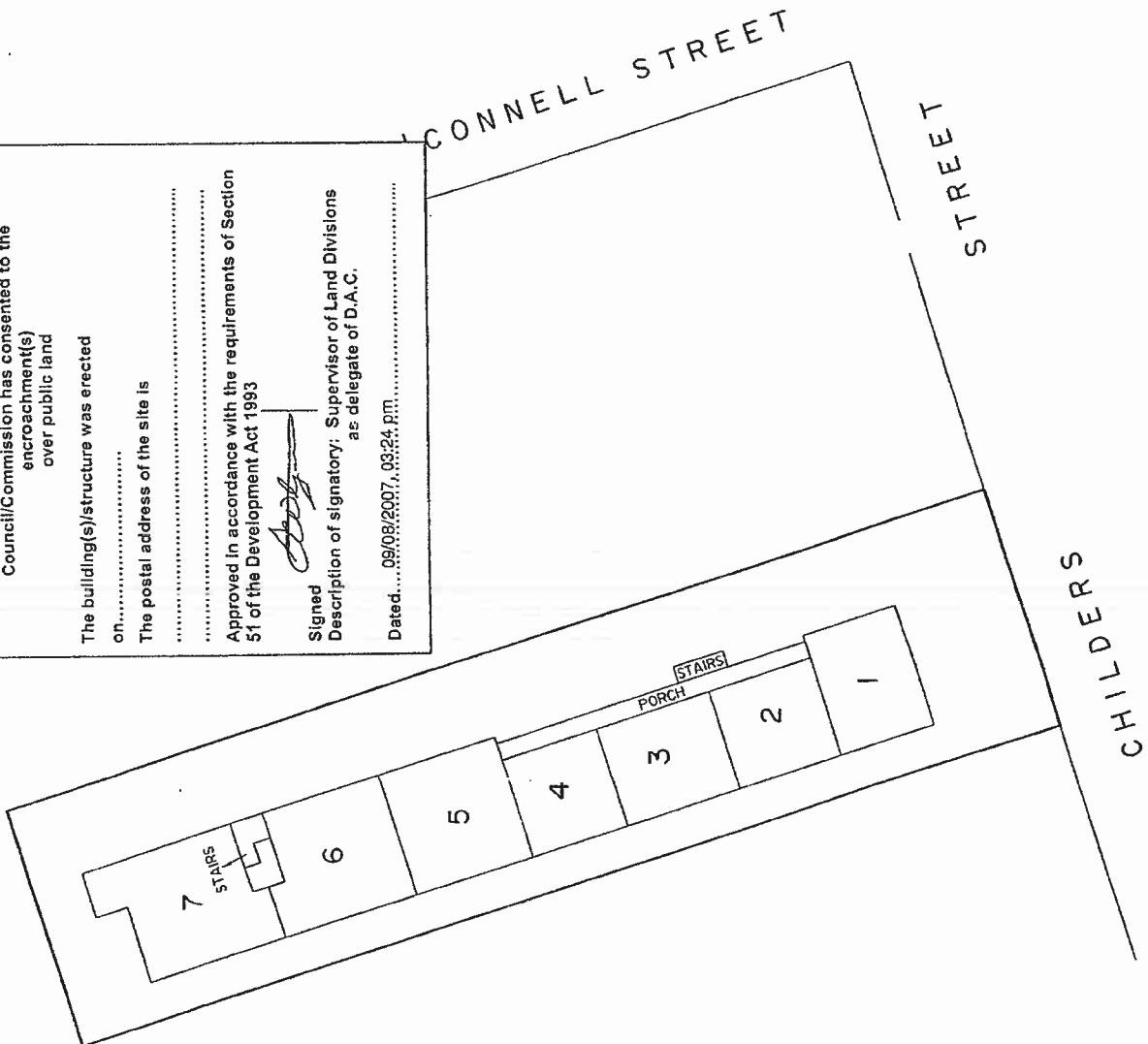
The postal address of the site is

Approved in accordance with the requirements of Section
51 of the Development Act 1993

Signed

Description of signatory: Supervisor of Land Divisions
as delegate of D.A.C.

Dated..... 09/08/2007 03:24 PM



FYFE PTY LTD
SURVEYORS and ENGINEERS

A.C.N. 062 592 465
143 FULLARTON ROAD ROSE PARK SA 5067
PHONE (08) 8364 1000 FAX (08) 8364 0904
Brisbane (07) 3208 6566

Reference 16435/14 : Dwg No. 16435SC1-R0
QA : REV 0 : DATE 18/02/2007
FYFE_D001

Form LF1

Orig. LF 11012073

230



11:31 7-Aug-2008

2 of 3

Fees: \$0.00



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 15:55 07/08/08 199810
REGISTRATION FEE \$112.00

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: Duncan Sande & Associates DUSA 230

Correction to: Duncan Sande & Associates DUSA 230

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

- 1
- 2
- 3
- 4

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE
UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE

R-G 010107

PICK-UP NO.	
CP	

dv19 for dv15

CORRECTION	PASSED
<i>26/8</i>	
FILED <i>20-9-2008</i>	
 pro REGISTRAR-GENERAL	

Childers Street Mews

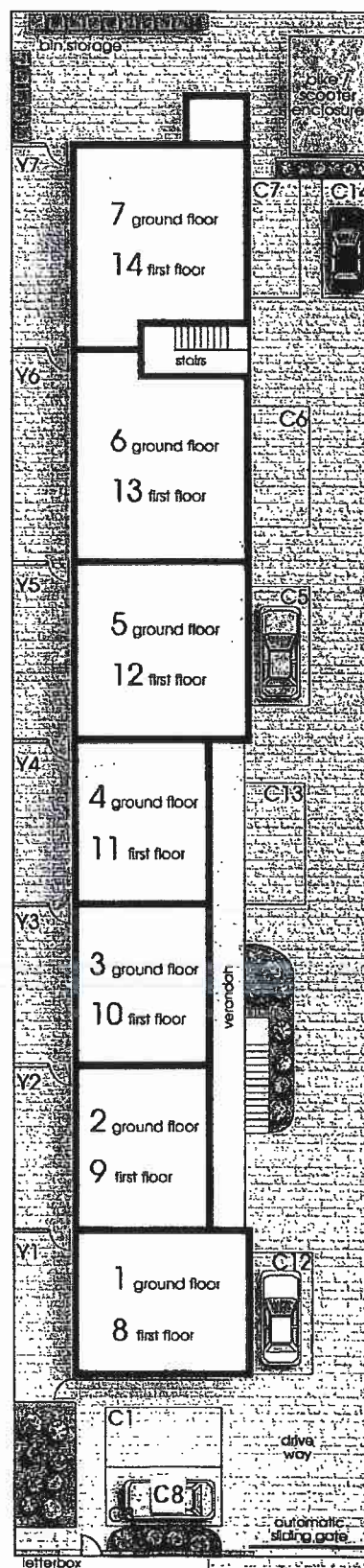
COMMUNITY TITLE - LEASE PLAN

Scale 1:200

**36-40 Childers Street
 North Adelaide**

Community Title - Licence Plan

- Carparks
 each carpark is for a small car only
 car site area 5m x 2.5m
 C7 & C14 carpark area 5m x 2.0m
 cars must fit within allocated parking space
- Yards (private)
- Landscaping
- Rubbish bin area
 all bins must be stored in allocated bin area
- Bike Enclosure
- Letterboxes



Childers Street

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

1 OF 14

COMMUNITY BY-LAWS -
DEVELOPMENT NO. DA 020/C054/04

BY - LAWS

COMMUNITY PLAN NO. ...24917.....

ADDRESS:

38 Childers Street North Adelaide SA 5006

COMMUNITY SCHEME BY-LAWS
PLAN NO. _____

1. Interpretation

1.1. In these By-Laws:

1.1.1. "Act" means the Community Titles Act 1996;

1.1.2. "Common Property" has the same meaning as set out in the Act;

1.1.3. "Community Plan" means the Community Titles Plan referred to above, which establishes the Community Scheme;

1.1.4. "Community Scheme" means the community titles scheme comprised in and established by the Community Plan;

1.1.5. "Corporation" means Community Corporation No. 24917.... Incorporated and includes a duly appointed officer, agent, employee, contractor or manager;

1.1.6. "Develop" means:

1.1.6.1. the erection, construction, alteration, improvement, installation or painting of any building, or other improvement on a Lot or on Common Property, and includes any siteworks effected in readiness for Development; and

1.1.6.2. "Development" has a like meaning;

1.1.7. "Lot" means a community Lot being part of the Community Scheme;

1.1.8. "Lot Owner" means the owner of a Lot;

1.1.9. "Invitees" means visitors, tradespersons, builders, contractors, agents, clients or associates of the Lot Owner or occupier of a Lot;

1.1.10. "Manager" means any party approved by the Corporation from time to time to manage and perform the duties and functions of the Corporation under the Act, and "Corporation Management Agreement" means any agreement appointing the Manager pursuant to Section 75(5) of the Act;

1.1.11. "Occupier" of a Lot means the person or persons in occupation of a Lot and includes, if the Lot is unoccupied, the relevant Lot Owner.

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

1.2.1. words importing the singular number include the plural and vice versa;

1.2.2. words importing any gender include other genders;

1.2.3. references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to and all regulations, rules, By-Laws, proclamations, orders and other authorities pursuant thereto;

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

2. Mandatory By-Laws

2.1. Administration, management and control of Common Property

- 2.1.1. The Corporation is responsible for the administration, management and control of the Common Property.
- 2.1.2. The Corporation may (but is not obliged to) appoint a management committee (comprising representatives of Lot Owners) which will be responsible to the Corporation for the administration, management and control of the Common Property except for matters concerning:
 - 2.1.2.1. the fixing of contribution amounts from Lot Owners;
 - 2.1.2.2. appointment of a Manager under by-law 2.1.3; and
 - 2.1.2.3. maintenance, upgrading or improvements to the Common Property where the amount expended would exceed \$1,000.00 or such greater amount as may be decided by the Corporation.
- 2.1.3. The Corporation may (but is not obliged to) appoint a Manager which will be responsible to, and which will to assist the Corporation in carrying out, on behalf of the Corporation, the functions of administering, managing or controlling the Common Property, but:
 - 2.1.3.1. the Manager must enter into a written Corporation Management Agreement with the Corporation which is subject to annual review; and

2.1.3.2. the Corporation must be entitled under a term of the Corporation Management Agreement to terminate that agreement in the event of default by the Manager in satisfactory performance of its duties.

2.1.4. Lot Owner Contributions

2.1.4.1. The Corporation will in general meeting (and not by its management committee) fix the amount it requires from Lot Owners from time to time by way of contributions for anticipated expenditure (such as common property maintenance, building services, rates and taxes, insurances, repairs etc).

2.1.4.2. Subject to the Act, the share of an amount to be contributed by a Lot Owner is proportional to the lot entitlement of the relevant lot unless otherwise provided by a unanimous resolution of the Corporation.

2.1.4.3. The Corporation may, by ordinary resolution-

2.1.4.3.1. permit contributions to be paid in instalments specified in the resolution; and

2.1.4.3.2. fix (in accordance with regulations to the Act) interest payable in respect of a contribution, or an instalment of a contribution, that is in arrears.

2.2. Use and enjoyment of the Common Property

2.2.1. The Common Property is, subject to the Act and these By-Laws, for the common use and enjoyment of Lot Owners and other Occupiers in the Community Scheme and their Invitees.

2.2.2. Lot Owners, Occupiers, and Invitees must not:

2.2.2.1. damage or interfere with any structure, building services, shrub, plant, tree or garden, or deposit rubbish or waste material on or in the Common Property, or in any way obstruct the lawful use of the Common Property;

2.2.2.2. without the prior approval in writing of the Corporation mark, paint, erect or construct any permanent structure or service infrastructure on the Common Property;

2.2.2.3. damage or deface any existing structure, facilities or service infrastructure that forms part of the Common Property;

TERMS OF INSTRUMENT NOT
CHECKED BY LANDS TITLES OFFICE

5 OF 14

COMMUNITY BY-LAWS -
DEVELOPMENT NO. DA-020/C054/04

- 2.2.2.4. use any portion of the Common Property for their exclusive use as a garden or parking area or otherwise, without the prior consent or authorisation in writing of the Corporation;
- 2.2.2.5. display any advertisement, sign or hoarding on any part of the Common Property;
- 2.2.2.6. dispose of any rubbish on Common Property other than in bins or receptacles intended and set aside for the purpose;
- 2.2.2.7. deface, paint, write, cut names or letters or make marks on or fix signs or bills, advertisements or graffiti to any part of the Building or the Common Property;
- 2.2.2.8. fail to comply with any reasonable direction or request from the Corporation ;
- 2.2.2.9. unlawfully attempt to exclude the public from any section of the Common Property;
- 2.2.2.10. play any game on Common Property so as to interfere with safety or comfort of any other person on Common Property;
- 2.2.2.11. sing, busk or play a musical instrument on Common Property;
- 2.2.2.12. repair, wash, paint, panel-beat or otherwise work on any motor vehicle except in an area specifically set aside for that purpose (if any) provided that this clause will not extend to emergency repairs in the case of vehicle breakdown;
- 2.2.2.13. preach to or harangue other people;
- 2.2.2.14. obstruct any footpath, road or walkway;
- 2.2.2.15. use or occupy any caravan, trailer or other vehicle as a place of habitation;
- 2.2.2.16. be inadequately clothed when on Common Property;
- 2.2.2.17. use any language or behave in a manner likely to cause offence or a nuisance to others;
- 2.2.2.18. fail to comply with any speed limits posted by the Community Corporation; or

2.2.2.19. fail to comply with any rules issued by the Corporation.

2.2.3. Lot Owners, Occupiers, and Invitees must notify the Corporation of any damage to or defect in the Common Property immediately on becoming aware of it.

2.2.4. The Corporation may:

2.2.4.1. erect and maintain any sign on the Common Property which displays parking restrictions, speed limits or access requirements in relation to the Common Property; and

2.2.4.2. (subject to clause 10) charge Lot Owners on a regular basis for costs and expenses incurred in the administration, management, control, maintenance, and repair of the Common Property.

2.3. Use and Enjoyment of Strata Lots

A Lot Owner, Occupier or Invitee must:

2.3.1. not use any Lot for any non-residential purpose unless the use has been approved by the Corporation;

2.3.2. use and enjoy the Lot in a manner consistent with the Scheme Description (if applicable);

2.3.3. use the Lot in accordance with the Development Act 1993;

2.3.4. pay all rates, taxes, insurances and other outgoings in relation to the Lot as they fall due;

2.3.5. not create any undue noise, disturbance or undertake any activity or behaviour which is likely to interfere with the quiet enjoyment of other Lot Owners or Occupiers and in particular, ensure that noise emissions from the relevant Lot are kept to a level where they will not disturb neighbouring Lot owners or Occupiers between the hours of 12 midnight and 7 am;

2.3.6. be adequately clothed when visible from another Lot or from the Common Property and must not undertake any lewd or objectionable behaviour likely to cause offence to other Lot Owners, Occupiers or Invitees; or

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

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

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- 2.3.8.1.change the use or character of a Lot; or
- 2.3.8.2.cause, permit or allow any loud noise or music from a Lot or from the Common Property so as to disturb or be a nuisance to Occupiers of other Lots; or
- 2.3.8.3.hang any washing, towels, bedding, clothing, or other articles on any part of the Lot in such a way as to be visible from outside the building; or
- 2.3.8.4.erect or affix blinds or awnings to the outside of its Lot or the building; or
- 2.3.8.5.display "for let", "for sale" or other such signs on or about the Lot; or
- 2.3.8.6.erect or affix radio or television aerials or antennae to the outside of its Lot or the building;
- 2.3.9. allow free access in or on the Lot (at reasonable times) to the Corporation and its contractors for maintenance, repair or replacement of any common service infrastructure shared between the Lots;
- 2.3.10. not, without the prior written approval of the Corporation erect or display any advertising signs on a Lot other than:
 - 2.3.10.1.during development of a Lot (and then only the display of signs required under the Building Work Contractors Act 1995); or
 - 2.3.10.2.where the advertising sign is associated with the sale of a Lot;
- 2.3.11. at all times maintain and keep improvements on or within a Lot clean and tidy and in a good state of repair and condition including (without limitation):
 - 2.3.11.1.keeping gutters and downpipes clear and free of leaves or other debris;
 - 2.3.11.2.repainting as necessary;
 - 2.3.11.3.replacing or repairing damaged or decaying materials; and
 - 2.3.11.4.replacing or repairing broken or cracked windows and doors;

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2.3.11.5. properly servicing, maintaining and repairing air-conditioning systems which exclusively service the Lot (even if the whole or a part of the air-conditioning equipment is located on or in Common Property);

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

2.3.13. store garbage within the relevant Lot in an appropriate container which prevents the escape of unpleasant odours;

2.3.14. leave garbage bins (for emptying at the appropriate times), in the location allocated for the relevant Lot;

2.3.15. comply with all statutory requirements in relation to the disposal of garbage; and

2.3.16. ensure that their invitees are aware of these By-Laws and ensure that their Invitees do not engage in (or desist from) any conduct which is in breach of these By-Laws.

3. Corporation's Obligation to Maintain Common Property

3.1. The Corporation must:

3.1.1. keep the Common Property in generally in a state of good and serviceable repair including without limitation roadway surfaces, paving, footpaths and lighting;

3.1.2. properly maintain all chattels, services, fixtures and fittings held by the Corporation or used or intended, adapted or designed for use in connection with the Common Property or its enjoyment by the Lot Owners or Occupiers or by their Invitees; and

3.1.3. properly maintain (if applicable) any gardens and landscaping on the Common Property, and must replant or replace plants where necessary;

3.1.4. maintain, service and repair air-conditioning systems which service Common Areas;

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

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

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

4. Structural Additions, Changes and Colours on a Lot

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

4.1.1. make any structural changes or additions on or to a Lot; or

4.1.2. substantially change the colours of external finishes or the external appearance of a Lot.

4.2. Additions and alterations must be harmonious and sympathetic to the standard and design of the community development as a whole.

4.3. A Lot Owner must maintain its Lot:

4.3.1. in a manner consistent with the Scheme Description (if applicable);

4.3.2. in accordance with the Development Plan of the local Council;

4.3.3. in accordance with the Development Approval of the local Council annexed to the Scheme Description (if applicable);

4.3.4. in accordance with the Development Act 1993; and

4.3.5. not in breach of these By-Laws.

4.4. If a Lot Owner or any tradesperson, builder or contractor engaged by the Lot Owner, during the course of construction of any Development, causes any damage to the Common Property as a result of the Development works, then the Lot Owner must repair that damage forthwith and make good the Common Property, using materials of a like or similar quality that were installed prior to the damage occurring, and will effect those repairs to a building industry code standard of construction in accordance with the Development Plan of the local Council and the Development Approval of the local Council, as annexed to the Scheme Description (if applicable).

5. Limitation on Keeping Pets

5.1. Subject to other parts of this clause 5 or to any approval in writing by the Corporation in respect of any particular animal or any particular circumstances, a Lot Owner or Occupier will not be entitled to keep any bird, animal or other pet on a Lot or on the Common Property.

5.2. Dogs and cats (not exceeding 10 kilos in weight and not exceeding 1 in total per Lot) may be kept by Lot Owners or Occupiers PROVIDED THAT the prior written consent of the Corporation is first obtained by the Lot Owner or Occupier for that animal.

5.3. Animals or birds (if approved) must be properly maintained under the physical care and control of the relevant Lot Owner or Occupier and must not injure or disturb the quiet enjoyment of other Lot Owners or Occupiers.

5.4. The Corporation may by written notice require a Lot Owner or Occupier to permanently remove any pet (which is the subject of repeated complaints) from a Lot.

5.5. Lot Owners or Occupiers must immediately remove from the Common Property or another Lot any excrement or other deposit of waste caused by their pet, and must

repair any damage to, or loss or property caused by their animal on or to the Common Property or another Lot.

- 5.6. The keeping of pets must otherwise comply with any conditions set from time to time by the Corporation.

6. Use of Roadways and Common Area Parking

6.1. Car parking spaces on the Common Property

- 6.1.1. will be managed by the Corporation;
- 6.1.2. may be let or licensed to particular Lot Owners and/or Occupiers on such terms and conditions, and on the payment of such car parking fees, as the Corporation determines from time to time; and
- 6.1.3. may be marked by the Corporation as being let to or reserved for particular Lots (in line with arrangements made from time to time by the Corporation with the relevant Lot Owners and/or Occupiers).

- 6.2. In the event of unauthorised use of car parking spaces (whether by a Lot Owner, Occupier or any other person), the Corporation will be entitled (without being responsible or liable to the owner of that vehicle for unauthorised use) to arrange for vehicles to be moved, or towed away. Alternatively, the Corporation may impose fines for unauthorised parking as set out in clause 9.7.

6.3. No Lot Owner, Occupier or Invitee may:

- 6.3.1. in any way obstruct vehicular or pedestrian traffic on the Common Property;
- 6.3.2. park a motor vehicle on the Common Property except on a part of the Common Property set aside for the parking of motor vehicles (and then only by arrangement with the Corporation as set out in clause 6.1;
- 6.3.3. drive a motor vehicle on the Common Property except on a roadway established for use by motor vehicles; or
- 6.3.4. while driving a vehicle on the Common Property, fail to comply with the Corporation's displayed regulated speed limit.

6.4. Road Traffic Act 1961

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.

6.5. Use of skate boards etc

No Lot Owner, Occupier or Invitee may ride (or permit to be ridden) a skate board, roller skates, in-line skates or other similar device on the Common Property unless authorised to do so by the Corporation.

7. Prohibition of disturbance

A Lot Owner, Occupier or Invitee must:

- 7.1. not engage in conduct which unreasonably disturbs the occupier of another Lot or others who are lawfully on a Lot or the Common Property; and
- 7.2. ensure, as far as practicable, that their Invitees do not engage in conduct that unreasonably disturbs the occupier of another Lot or others who are lawfully on a Lot or the Common Property.

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8. Insurance

- 8.1. The Corporation will effect and maintain insurances as required by the Act.
- 8.2. Lot Owners will insure their own furniture fittings, equipment and goods.
- 8.3. Each Lot Owner will maintain public risk insurance for amounts of at least \$10,000,000.00 in respect of any one event (or such higher cover as the Corporation may determine).
- 8.4. The Corporation may at any time require evidence be provided by each Lot Owner of these insurances.
- 8.5. No Lot Owner, Occupier or Invitee will do anything to:
 - 8.5.1. void any insurance; or
 - 8.5.2. increase the premium payable for any insurance;maintained by the Corporation.

9. General provisions

9.1. Management and Advisers

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

9.2. Easements

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

9.3. Display of signs, advertisements

- 9.3.1. A person must not display any sign, placard or advertisement on a Lot or the Common Property in such a way as to be visible from the outside, without the prior written approval of the Corporation.
- 9.3.2. This section does not however prevent the display of an advertisement associated with the sale of a Lot (subject to any conditions imposed on Lot Owners by the Corporation).

9.4. Tenants to Have Notice of these By-Laws

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

9.5. Corporation May Inspect Lots

- 9.5.1. The Corporation (and its servants, agents and contractors) will on giving one (1) day's notice) be permitted enter and inspect any Lot and to test electrical,

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gas or water installations or equipment, repair leakages or other defects in such installations or equipment (at the Owner's expense if leakages or defects were due to the act or default of the Owner).

9.5.2. The Corporation and its servants, agents and contractors will in exercising these powers cause as little disturbance or interference to the Owner or occupier as reasonably possible in the circumstances.

9.6. Changes in Ownership

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

9.7. Offences

9.7.1. A person who contravenes or fails to comply with a provision of these By-Laws is guilty of an offence. Maximum penalty: \$500 or such greater amount as is prescribed by the Act or its Regulations.

9.7.2. The Corporation will be entitled to impose fines for offences as it sees fit, and as provided for in the Act or its Regulations.

10. Rules

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

11. Recovery of Amounts Due

11.1. Amounts owing to the Corporation will be paid by the relevant owner or occupier promptly on demand by the Corporation and will be recoverable as a debt.

11.2. The Corporation may recover from owners or occupiers (on a full indemnity basis) any legal or other costs charges or expenses incurred in recovering debts due by an owner or occupier.

11.3. The Corporation may charge interest, at the rate being 2% above the rate charged from time to time by the Corporation's bankers on overdrafts of less than \$50,000, on any amounts due by a Lot Owner or Occupier but unpaid for 7 days after becoming due. Such interest to be computed from the due date until payment is made in full.

11.4. In the event of default by the Lot Owner in payment on the due date of any money under these By-Laws, the Lot Owner will on the written request of the Corporation grant to the Corporation a registered mortgage under the provisions of the Real Property Act 1886, containing the terms and conditions requested by the Corporation, which mortgage will charge the Lot Owner's interest in the relevant Lot with payment of the money owed by that Lot Owner.

11.5. The Lot Owner will, in the event of a mortgage being requested by the Corporation, pay to the Corporation the reasonable expenses of and incidental to the preparation, execution, stamping and registration of that mortgage.

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- 11.6. The Lot Owner acknowledges that the Corporation will be entitled, by virtue of this By-Law 11, to lodge a caveat against the certificate(s) of title for the relevant Lot, giving notice of the provisions of this By-Law 11.
- 11.7. Subject to the provisions of this By-Law 11, the provisions of the Law of Property Act 1936 will apply to this Agreement as if it were a mortgage by deed.
12. Indemnity and Release
- A person bound by these By-Laws will:
- 12.1. indemnify and hold harmless the Corporation from and against all or any actions, claims, demands, losses, damages, costs and expenses which the Corporation will or may become liable for in respect of or arising out of any loss or injury (personal or in respect of property) suffered by any person in on or about the Lot or Common Property except and to the extent that the loss or injury was caused or contributed to by the negligence of the Corporation;
- 12.2. occupy, use and keep the Lot at the risk in all things of the Lot Owners, and the Lot Owner hereby releases to the full extent permitted by Law the Corporation from any accident, damage or injury occurring thereon (and on Common Property) except and to the extent that any such claims, demands and damages arise from or as a consequence of the negligence of the Corporation or its servants or agents.
13. Waiver
- No waiver by the Corporation of one breach of any By-Law, obligation or provision herein contained or implied will operate as a waiver of another breach of the same or any other By-Law, obligation or provision.
14. Notice
- Any notice required to be served under these By-Laws will be sufficiently served on the Lot Owner if left on the Lot addressed to the Lot Owner or if addressed to the Lot Owner at the last known address of the Lot Owner and forwarded by pre-paid post. If a notice is given by post it would be deemed to be served at the time when in the ordinary course of post it would have been delivered at the address to which it was sent.
15. Severance
- If any By-Law or any part of these By-Laws cannot be given full legal force and effect for any reason, then that By-Law or part By-Law (as the case may be) will be severed, ignored or read down restrictively but so as to maintain and uphold as far as possible the remaining By-Laws.
16. Leases of portions of Common Property
- The Community Corporation will lease to the registered proprietors of Lots 1, 2, 3, 4, 5, 6, 7, 8, 12, 13 and 14, portions of the common property, which said portions are delineated on the plan attached hereto and marked Y1, Y2, Y3, Y4, Y5, Y6, Y7, C1, C5, C6, C7, C8, C12, C13 and C14. The term of each Lease is for one hundred and ninety nine years. The leases will NOT be registered at the Lands Titles Office

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Form LF1

Orig. LF 11012074



11:31 7-Aug-2008

3 of 3

Fees: \$0.00

Series No.
3

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 15:55 07/08/08 199810
REGISTRATION FEE \$112.00

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: Duncan Sande & Associates DUSA 230

Correction to: Duncan Sande & Associates DUSA 230

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

- 1
- 2
- 3
- 4

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE
UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE

R-G 010107

PICK-UP NO.	
CP	

CORRECTION	PASSED
FILED 2.9.2008 pro	

COMMUNITY PLAN NUMBER	
PLAN TYPE PRIMARY STRATA	
THIS IS SHEET 3 OF 4 SHEETS	
Licensed Surveyor	Date / / 20
PLAN APPROVED	DEPOSITED
PRO REGISTRAR-GENERAL	
SCALE	METRES
0 5 10 15 20 25	

ANNOTATIONS

Development Assessment Commission
LAND DIVISION (COMMUNITY TITLE) CERTIFICATE
Council/Commission has consented to the
encroachment(s)
over public land

The building(s)/structure was erected
on.....

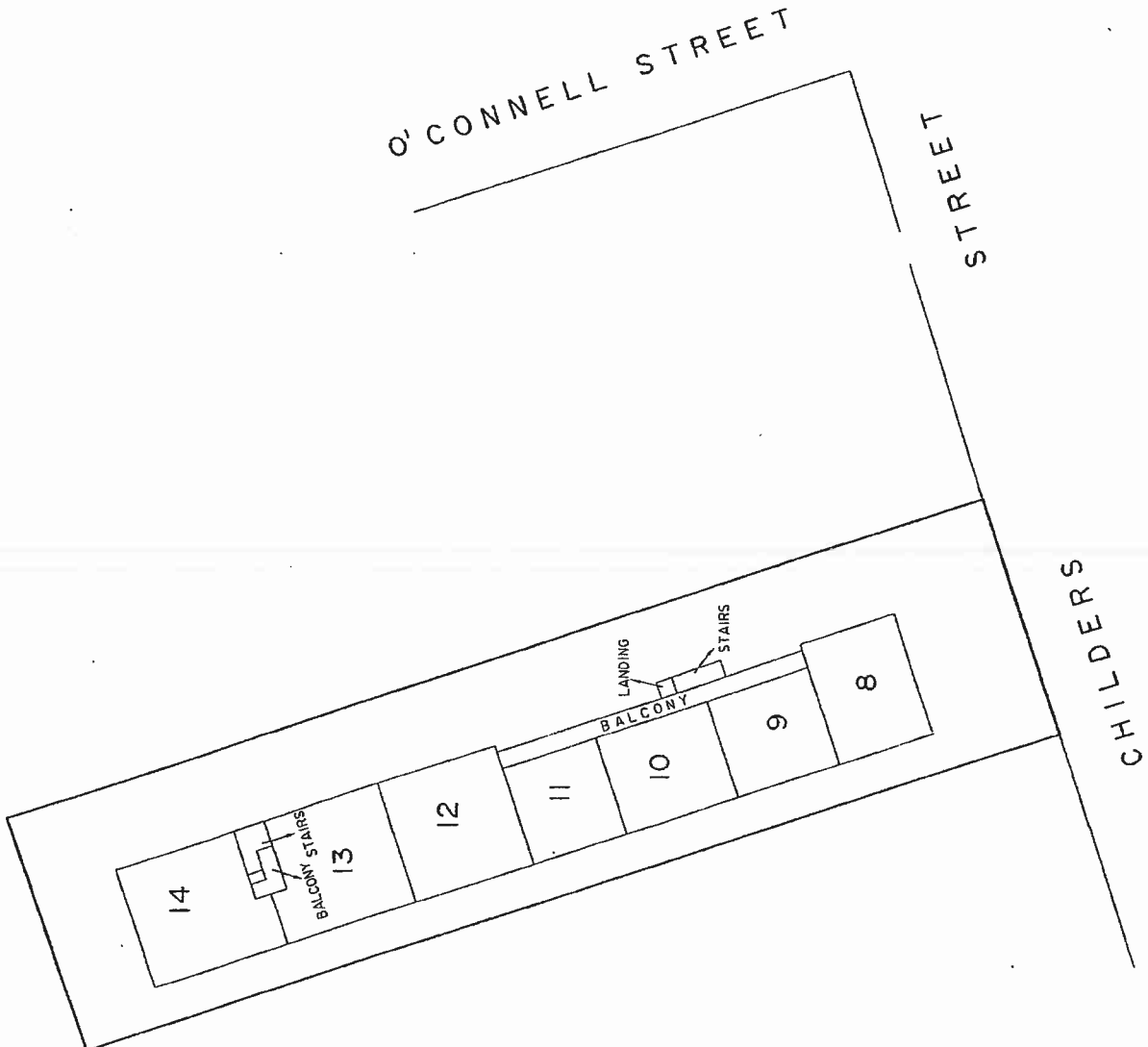
The postal address of the site is
.....

Approved in accordance with the requirements of Section
51 of the Development Act 1993

Signed
Description of signatory: Supervisor of Land Divisions
as delegate of D.A.C.

Dated 09/08/2007 03:24 PM

FIRST FLOOR PLAN



FYFE PTY LTD
SURVEYORS and ENGINEERS
A.C.N. 062 592 465
143 FULLARTON ROAD ROSE PARK SA 5067
PHONE (08) 8384 1000 FAX (08) 8384 0804
Brisbane (07) 3206 6666
Reference 16435/1/4 Dwg No. 16435SC1-R0
QA REV 0 DATE 16/02/2007
FYFE_D041