The Form 1 Company™

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FORM 1 - VENDOR'S STATEMENT

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

Contents

Preliminary
Part A – Parties and land
Part B – Purchaser's cooling off rights and proceeding with the purchase
Part C – Statement with respect to required particulars
Part D – Certificate with respect to prescribed inquiries by registered agent ☑
Schedule

Preliminary

To the purchaser:

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

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

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

Instructions to the vendor for completing this statement:

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

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

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

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

PART A – PARTIES AND LAND

1. **Purchaser:** _____

   Address: _____

2. **Purchaser's registered agent:** _____ ☐

   Address: _____

3. **Vendor:** **BECKY HATZIS**

   Address: **67/155 BREBNER DRIVE WEST LAKES SA 5021**

4. **Vendor's registered agent:** **FOX REAL ESTATE (SA) PTY LTD ACN 113 976 024** ☑

   Address: **192 MELBOURNE STREET NORTH ADELAIDE SA 5006**

5. **Date of Contract** (if made before this statement is served): _____

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

   2/90 HAMPSTEAD ROAD BROADVIEW SA 5083 BEING LOT 2 IN PRIMARY COMMUNITY STRATA PLAN 41188 BEING THE WHOLE OF THE LAND IN CERTIFICATE OF TITLE VOLUME 6227 FOLIO 998

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 2 of 99

PART B – PURCHASER'S COOLING-OFF RIGHTS AND PROCEEDING WITH THE PURCHASE

TO THE PURCHASER:

Right to cool-off (section 5)

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

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

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

2 – Time for Service

The cooling-off notice must be served –

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

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

3 – Forms of cooling-off notice

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

4 – Methods of service

The cooling-off notice must be –

(a) given to the vendor personally; or
(b) posted by registered post to the vendor at the following address:
67/155 BREBNER DRIVE WEST LAKES SA 5021
(being the vendor's last known address); or

(c) transmitted by fax or email to the following fax number or email address:
Email: fox@foxrealestate.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; or
(b) if you intend to serve the notice by fax or email, you obtain a record of the transmission of the fax or email.

5 – Effect of service

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

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

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 3 of 99

PROCEEDING WITH THE PURCHASE

If you wish to proceed with the purchase –

(a) it is strongly recommended that you take steps to make sure your interest in the property is adequately insured against loss or damage; and

(b) pay particular attention to the provisions in the contract as to time of settlement – it is essential that the necessary arrangements are made to complete the purchase by the agreed date – if you do not do so, you may be in breach of the contract; and

(c) you are entitled to retain the solicitor or registered conveyancer of your choice.

PART C – STATEMENT WITH RESPECT TO REQUIRED PARTICULARS (section 7(1))

To the purchaser:

I/We, **BECKY HATZIS**

of **67/155 BREBNER DRIVE WEST LAKES SA 5021**

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: 14-Oct-2026 Signed: Signed on Greatforms by: Becky Anemouri PAJDTBS0GH9D0EXZB8X5NFKA87

Date: _____ Signed: _____

Date: _____ Signed: _____

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

(section 9)

To the purchaser:

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

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

Exceptions:

Nil

Date: 14/10/2026 Signed: _____

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

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

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 4 of 99

SCHEDULE – DIVISION 1

PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND

(section 7(1)(b))

Note –

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

(a) there is an attachment to this statement and –
  (i) all the required particulars are contained in that attachment; and
  (ii) the attachment is identified in column 2; and
  (iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or

(b) the mortgage, charge or prescribed encumbrance –
  (i) is 1 of the following items in the table:
    (A) under the heading 1. General –
      1.1 Mortgage of land
      1.4 Lease, agreement for lease, tenancy agreement or licence
      1.5 Caveat
      1.6 Lien or notice of a lien
    (B) under the heading 36. Other charges –
      36.1 Charge of any kind affecting the land (not included in another item); and
  (ii) is registered on the certificate of title to the land; and
  (iii) is to be discharged or satisfied prior to or at settlement.

TABLE OF PARTICULARS

Column 1	Column 2	Column 3

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

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

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

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

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

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

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

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

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

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

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 5 of 99

Column 1	Column 2	Column 3
1. General		
1.1 Mortgage of land *[**Note** – Do not omit this item. The 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):* **CERTIFICATE OF TITLE** Number of mortgage (if registered): **13518446** Name of mortgagee: **PERPETUAL TRUSTEE CO. LTD**	☑ **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. The item and its heading must be included in the statement even if not applicable.]*	***Is this item applicable?*** ***Will this be discharged or satisfied prior to or at settlement?*** ***Are there attachments?*** *If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* **PROPERTY INTEREST REPORT** Description of land subject to easement: **PORTION OF THE LAND IN THE SAID CERTIFICATE OF TITLE** Nature of easement: **REFER PAGE 12 IN THE PROPERTY INTEREST REPORT FOR DETAILS OF STATUTORY EASEMENTS** 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):	☑ **NO** **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. The 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):* **CERTIFICATE OF TITLE AND COMMUNITY PLAN 41188** Description of land subject to easement: **THE LAND MARKED 'A' ON C41188** Nature of easement: **TOGETHER WITH EASEMENT(S) (T 2839126)** 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?	☑ **NO** **YES**

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 6 of 99

Column 1		Column 2	Column 3
		(If **YES**, give details):	
1.3	Restriction	***Is this item applicable?***	☐
*[**Note** – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*		***Will this be discharged or satisfied prior to or at settlement?***	**YES / NO**
		Are there attachments?	**YES / NO**
		*If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):*	
		Nature of restriction:	
		Name of person in whose favour restriction operates:	
		Does the restriction affect the whole of the land being acquired?	
		(If **NO**, give details):	
		Does the restriction affect land other than that being acquired?	
1.4	Lease, agreement for lease, tenancy agreement or licence	***Is this item applicable?***	☐
(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.)		***Will this be discharged or satisfied prior to or at settlement?***	**YES / NO**
		Are there attachments?	**YES / NO**
*[**Note** – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*		*If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):*	
		Names of parties:	
		Period of lease, agreement for lease etc: From	
		To	
		Amount of rent or licence fee:	
		$ per (period)	
		Is the lease, agreement for lease etc in writing?	
		If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify: (a) the Act under which the lease or licence was granted:	
		(b) the outstanding amounts due (including any interest or penalty):	
5. *Development Act 1993* (repealed)			
5.1	section 42 – Condition (that continues to apply) of a development authorisation	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	**YES / NO**
		Are there attachments?	**YES / NO**
*[**Note** – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*		*If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):*	
		Condition(s) of authorisation:	
6. *Repealed Act conditions*			
6.1	Condition (that continues to apply) of an approval or authorisation granted under the	***Is this item applicable?***	☐
		Will this be discharged or satisfied prior to or at settlement?	**YES / NO**
		Are there attachments?	**YES / NO**

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 7 of 99

Column 1	Column 2	Column 3
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. The item and its heading must be included in the statement even if not applicable.]*	*If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* Nature of condition(s):	

29. *Planning, Development and Infrastructure Act 2016*

29.1	Part 5 – Planning and Design Code	***Is this item applicable?***	☑
		Will this be discharged or satisfied prior to or at settlement?	**NO**
*[**Note** – Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*		***Are there attachments?***	**YES**
		*If **YES**, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):* **CITY OF PORT ADELAIDE ENFIELD SEARCH AND PROPERTY INTEREST REPORT**	

Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):
90 HAMPSTEAD RD BROADVIEW SA 5083 LT 2

ZONES
ESTABLISHED NEIGHBOURHOOD - EN

OVERLAYS
AIRPORT BUILDING HEIGHTS (REGULATED) - ALL STRUCTURES OVER 45 METRES
THE AIRPORT BUILDING HEIGHTS (REGULATED) OVERLAY SEEKS TO ENSURE BUILDING HEIGHT DOES NOT POSE A HAZARD TO THE OPERATION AND SAFETY REQUIREMENTS OF COMMERCIAL AND MILITARY AIRFIELDS.

CHARACTER AREA - PADEC1
THE CHARACTER AREA OVERLAY AIMS TO REINFORCE VALUED STREETSCAPE CHARACTERISTICS THROUGH CONTEXTUALLY RESPONSIVE DEVELOPMENT, DESIGN AND ADAPTIVE REUSE THAT RESPONDS TO THE ATTRIBUTES EXPRESSED IN THE CHARACTER AREA STATEMENT.

MAJOR URBAN TRANSPORT ROUTES
THE MAJOR URBAN TRANSPORT ROUTES OVERLAY SEEKS TO ENSURE SAFE AND EFFICIENT VEHICLE MOVEMENT AND ACCESS ALONG MAJOR URBAN TRANSPORT ROUTES.

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-

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 8 of 99

Column 1	Column 2	Column 3
	USE STORMWATER. **TRAFFIC GENERATING DEVELOPMENT** **THE TRAFFIC GENERATING DEVELOPMENT OVERLAY AIMS TO ENSURE SAFE AND EFFICIENT VEHICLE MOVEMENT AND ACCESS ALONG URBAN TRANSPORT ROUTES AND MAJOR URBAN TRANSPORT ROUTES.** **URBAN TREE CANOPY** **THE URBAN TREE CANOPY OVERLAY SEEKS TO PRESERVE AND ENHANCE URBAN TREE CANOPY THROUGH THE PLANTING OF NEW TREES AND RETENTION OF EXISTING MATURE TREES WHERE PRACTICABLE.** Is there a State heritage place on the land or is the land situated in a State heritage area? **NO** Is the land designated as a local heritage place? **NO** Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? **NO** Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? **YES** Note – For further information about the Planning and Design Code visit 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 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):* Date of authorisation: Name of relevant authority that granted authorisation: Condition(s) of authorisation:	☐ **YES / NO** **YES / NO**

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 9 of 99

SCHEDULE – DIVISION 2 – OTHER PARTICULARS
(section 7(1)(b))

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

1 Name of community corporation:

COMMUNITY CORPORATION 41188 INC

Address of community corporation:

90 HAMPSTEAD ROAD BROADVIEW SA 5083

2 Application must be made in writing to the community corporation for the particulars and documents referred to in 3 and 4. Application must also be made in writing to the community corporation for the documents referred to in 6 unless those documents are obtained from the Lands Titles Registration Office.

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

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

REFER COMMUNITY CORPORATION SEARCH ANNEXED HERETO

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

REFER COMMUNITY CORPORATION SEARCH ANNEXED HERETO

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

REFER COMMUNITY CORPORATION SEARCH ANNEXED HERETO

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

NOT APPLICABLE

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

LOT 2 : 1238 OF 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.
NO

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

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

AN APPLICATION WAS SENT TO STRATARAMA ON 25 SEPTEMBER 2026

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 10 of 99

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:
STRATARAMA

Address:
74 BRIGHTON ROAD GLENELG SA 5045

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.

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 11 of 99

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.

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

You can also seek advice from a legal practitioner.

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 12 of 99

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser hereby acknowledges receipt of the following:

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

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

CERTIFICATE OF TITLE VOLUME 6227 FOLIO 998
PROPERTY INTEREST REPORT
SA WATER, EMERGENCY SERVICES LEVY AND LAND TAX CERTIFICATES
CITY OF PORT ADELAIDE ENFIELD SEARCH
COMMUNITY PLAN 41188
COMMUNITY CORPORATION SEARCH
BY-LAWS 13094903
SCHEME DESCRIPTION 13094904

SIGNED BY THE PURCHASER:

THIS _____ DAY OF _____

_____ (Signature)

_____ (Signature)

_____ (Signature)

_____ (Signature)

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

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 13 of 99

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

Land and Business (Sale and Conveyancing) Regulations 2025 - regulation 17

Buyers information notice

Prescribed notice to be given to purchaser

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

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

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

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

Safety

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

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 14 of 99

Enjoyment

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

Value

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

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

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

LAND SERVICES SA

Product	Register Search (CT 6227/998)
Date/Time	25/09/2026 12:18PM
Customer Reference	Jake - Fox RE
Order ID	20260925004297

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 6227 Folio 998

Parent Title(s) CT 6136/40, CT 6136/41, CT 6136/42, CT 6136/43 AND OTHERS

Creating Dealing(s) ACT 13094902

Title Issued 02/09/2019 **Edition** 2 **Edition Issued** 10/05/2021

Estate Type

FEE SIMPLE

Registered Proprietor

BECKY ANEMOURI
OF 19 AZALEA STREET PROSPECT SA 5082

Description of Land

LOT 2 PRIMARY COMMUNITY STRATA PLAN 41188
IN THE AREA NAMED BROADVIEW
HUNDRED OF YATALA

Easements

TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED A ON C41188 (T 2839126)

Schedule of Dealings

Dealing Number	Description
13518446	MORTGAGE TO PERPETUAL TRUSTEE CO. LTD. (ACN: 000 001 007)

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
11/04/2019	13094903	BY-LAWS	FILED
11/04/2019	13094904	SCHEME DESCRIPTION	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

Copyright: www.landservices.com.au/copyright | Privacy: www.landservices.com.au/privacy | Terms of Use: www.landservices.com.au/sailis-terms-of-use

Property Interest Report

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

Title Reference	CT 6227/998	**Reference No.** 2821772
Registered Proprietors	B*ANEMOURI	**Prepared** 25/09/2026 12:18
Address of Property	Unit 2, 90 HAMPSTEAD ROAD, BROADVIEW, SA 5083	
Local Govt. Authority	CITY OF PORT ADELAIDE ENFIELD	
Local Govt. Address	PO BOX 110 PORT ADELAIDE SA 5015	

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

7. *Emergency Services Funding Act 1998*

7.1	section 16 - Notice to pay levy	**An Emergency Services Levy Certificate will be forwarded.** **If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.** **Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au**

8. *Environment Protection Act 1993*

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

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

9. *Fences Act 1975*

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

10. *Fire and Emergency Services Act 2005*

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

11. *Food Act 2001*

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

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

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

13. *Heritage Places Act 1993*

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

14. *Highways Act 1926*

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

15. *Housing Improvement Act 1940* (repealed)

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

16. *Housing Improvement Act 2016*

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

17. *Land Acquisition Act 1969*

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

18. *Landscape South Australia Act 2019*

18.1	section 72 - Notice to pay levy in respect of costs of regional landscape board	The regional landscape board has no record of any notice affecting this title
18.2	section 78 - Notice to pay levy in respect of right to take water or taking of water	DEW has no record of any notice affecting this title
18.3	section 99 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
18.4	section 107 - Notice to rectify effects of unauthorised activity	The regional landscape board has no record of any notice affecting this title
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	**A Land Tax Certificate will be forwarded.** **If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.** **Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au**

20. *Local Government Act 1934* (repealed)

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

21. *Local Government Act 1999*

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

22. *Local Nuisance and Litter Control Act 2016*

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

23. *Metropolitan Adelaide Road Widening Plan Act 1972*

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

24. *Mining Act 1971*

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

25. *Native Vegetation Act 1991*

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

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 22 of 99

		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

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 23 of 99

29. *Planning, Development and Infrastructure Act 2016*

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

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

30. *Plant Health Act 2009*

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

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

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

32. *South Australian Public Health Act 2011*

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

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

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

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

34. *Water Industry Act 2012*

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

35. *Water Resources Act 1997* (repealed)

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

36. Other charges

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

Other Particulars

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

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

Additional Information

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

1.	Pipeline Authority of S.A. Easement	Epic Energy has no record of a Pipeline Authority Easement relating to this title
2.	State Planning Commission refusal	No recorded State Planning Commission refusal
3.	SA Power Networks	SA Power Networks has no interest other than that recorded on the attached notice or registered on the Certificate of Title
4.	South East Australia Gas Pty Ltd	SEA Gas has no current record of a high pressure gas transmission pipeline traversing this property
5.	Central Irrigation Trust	Central Irrigation Trust has no current records of any infrastructure or Water Delivery Rights associated to this title.
6.	ElectraNet Transmission Services	ElectraNet has no current record of a high voltage transmission line traversing this property
7.	Outback Communities Authority	Outback Communities Authority has no record affecting this title
8.	Dog Fence *(Dog Fence Act 1946)*	This title is not subject to Dog Fence rates or the Dog Fence outside levy. Accordingly, the Dog Fence Board holds no current rate or levy-related interest in the property.
9.	Pastoral Board *(Pastoral Land Management and Conservation Act 1989)*	The Pastoral Board has no current interest in this title
10.	Heritage Branch DEW *(Heritage Places Act 1993)*	Heritage Branch in DEW has no record of any World, Commonwealth or National Heritage interest affecting this title
11.	Health Protection Programs – Department for Health and Wellbeing	Health Protection Programs in the DHW has no record of a public health issue that currently applies to this title.

Notices

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

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

Building restrictions

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

In addition, if a building or structure is erected in proximity to a powerline of an electricity entity in contravention of the *Electricity Act*, the entity may seek a court order:
a) requiring the person to take specified action to remove or modify the building or structure within a specified period;
b) for compensation from the person for loss or damage suffered in consequence of the contravention; and/or
c) for costs reasonably incurred by the entity in relocating the powerline or carrying out other work.

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

Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 29 of 99

LAND SERVICES SA

Product	Title and Valuation Package
Date/Time	25/09/2026 12:18PM
Customer Reference	Jake - Fox RE
Order ID	20260925004297

Certificate of Title

Title Reference	CT 6227/998
Status	CURRENT
Easement	YES
Owner Number	1522324*
Address for Notices	19 AZALEA ST PROSPECT, SA 5082
Area	NOT AVAILABLE

Estate Type

Fee Simple

Registered Proprietor

BECKY ANEMOURI
OF 19 AZALEA STREET PROSPECT SA 5082

Description of Land

LOT 2 PRIMARY COMMUNITY STRATA PLAN 41188
IN THE AREA NAMED BROADVIEW
HUNDRED OF YATALA

Last Sale Details

Dealing Reference	TRANSFER (T) 13518445
Dealing Date	05/05/2021
Sale Price	$250,000
Sale Type	FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	13518446	PERPETUAL TRUSTEE CO. LTD. (ACN: 000 001 007)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
0613902656	CURRENT	Unit 2, 90 HAMPSTEAD ROAD, BROADVIEW, SA 5083

Notations

Dealings Affecting Title

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Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 30 of 99

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
11/04/2019 13:14	13094903	BY-LAWS	FILED
11/04/2019 13:14	13094904	SCHEME DESCRIPTION	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	0613902656
Type	Site & Capital Value
Date of Valuation	01/01/2026
Status	CURRENT
Operative From	01/07/2020
Property Location	Unit 2, 90 HAMPSTEAD ROAD, BROADVIEW, SA 5083
Local Government	PORT ADELAIDE ENFIELD
Owner Names	BECKY ANEMOURI
Owner Number	1522324*
Address for Notices	19 AZALEA ST PROSPECT, SA 5082
Zone / Subzone	EN - Established Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1310 - Ground Floor Home Unit Only
Description	H/U CP
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C41188 LOT 2	CT 6227/998

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	$200,000	$425,000			

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LAND SERVICES SA

Product	Title and Valuation Package
Date/Time	25/09/2026 12:18PM
Customer Reference	Jake - Fox RE
Order ID	20260925004297

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Previous	$171,000	$395,000			

Building Details

Valuation Number	0613902656
Building Style	Conventional
Year Built	1965
Building Condition	Good
Wall Construction	Brick
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	83 sqm
Number of Main Rooms	4

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

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LAND SERVICES SA

Product	Check Search
Date/Time	25/09/2026 12:18PM
Customer Reference	Jake - Fox RE
Order ID	20260925004297

Certificate of Title

Title Reference: CT 6227/998

Status: CURRENT

Edition: 2

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
11/04/2019	02/09/2019	13094903	BY-LAWS	FILED	C41188
11/04/2019	02/09/2019	13094904	SCHEME DESCRIPTION	FILED	C41188

Registrar-General's Notes

No Registrar-General's Notes exist for this title

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SA Water

Account Number	L.T.O Reference	Date of issue	Agent No.	Receipt No.
06 13902 65 6	CT6227998	28/9/2026	198	2821772

DUNCAN SANDE & ASSOC
PO BOX 3033
NORWOOD SA 5067
office@duncansande.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: B HATZIS
Location: U2 90 HAMPSTEAD RD BROADVIEW LT2 C41188
Description: H/U CP **Capital Value:** $ 425 000
Rating: Residential

Periodic charges

Raised in current years to 30/9/2026

				$
		Arrears as at: 30/6/2026	:	0.00
Water main available:	1/10/2019	Water rates	:	88.00
Sewer main available:	1/10/2019	Sewer rates	:	103.85
		Water use	:	93.30
		SA Govt concession	:	0.00
		Recycled Water Use	:	0.00
		Service Rent	:	0.00
		Recycled Service Rent	:	0.00
		Other charges	:	0.00
		Goods and Services Tax	:	0.00
		Amount paid	:	0.00
		Balance outstanding	:	285.15

Degree of concession: 00.00%
Recovery action taken: REPAYMENT ARRANGEMENT

Next quarterly charges: Water supply: 88.00 Sewer: 103.85 Bill: 11/11/2026

This account has no meter of its own but is supplied from account no 06 13902 01 5.

The Water Use apportionment option is Even.

The apportionment percentage for this account is 12.50%.

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

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

SA Water

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

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 35 of 99

SA Water

South Australian Water Corporation

Name:
B HATZIS

Water & Sewer Account
Acct. No.: **06 13902 65 6**

Amount: _____

Address:
U2 90 HAMPSTEAD RD BROADVIEW LT2
C41188

Payment Options

EFT

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0613902656

BPAY

Biller code: 8888
Ref: 0613902656

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: 0613902656

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 36 of 99

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

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

PIR Reference No: 2821772

DUNCAN SANDE & ASSOCIATES
POST OFFICE BOX 3033
NORWOOD SA 5067

DATE OF ISSUE
28/09/2026

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

OWNERSHIP NUMBER	OWNERSHIP NAME
1522324*	B ANEMOURI

PROPERTY DESCRIPTION
U2 90 HAMPSTEAD RD / BROADVIEW SA 5083 / LT 2

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
0613902656	CT 6227/998	$425,000.00	1.000	0.400

LEVY DETAILS:

FINANCIAL YEAR
2026-2027

FIXED CHARGE	$	50.00
+ VARIABLE CHARGE	$	134.60
- REMISSION	$	79.55
- CONCESSION	$	0.00
+ ARREARS / - PAYMENTS	$	0.00
= AMOUNT PAYABLE	$	105.05

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

EXPIRY DATE 27/12/2026

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER
1522324*

OWNERSHIP NAME
B ANEMOURI

ASSESSMENT NUMBER
0613902656

AMOUNT PAYABLE
$105.05

AGENT NUMBER
100018849

AGENT NAME
DUNCAN SANDE & ASSOCIATES

EXPIRY DATE
27/12/2026

+702472801100022> +001571+ <0550495279> <0000010505> +444+

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 37 of 99

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

Biller Code: 456285 **Ref: 7024728011** 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**

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.

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 38 of 99

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2821772

DATE OF ISSUE
28/09/2026

DUNCAN SANDE & ASSOCIATES
POST OFFICE BOX 3033
NORWOOD SA 5067

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

OWNERSHIP NAME
B ANEMOURI

FINANCIAL YEAR
2026-2027

PROPERTY DESCRIPTION
U2 90 HAMPSTEAD RD / BROADVIEW SA 5083 / LT 2

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
0613902656	CT 6227/998	$200,000.00	0.0000 HA

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

CURRENT TAX	$	68.66	**SINGLE HOLDING**	$	0.00
- DEDUCTIONS	$	0.00			
+ ARREARS	$	0.00			
- PAYMENTS	$	0.00			
= AMOUNT PAYABLE	$	**68.66**			

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 27/12/2026

Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

RevenueSA
DEPARTMENT OF TREASURY AND FINANCE
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER
1522324*

OWNERSHIP NAME
B ANEMOURI

ASSESSMENT NUMBER
0613902656

AMOUNT PAYABLE
$68.66

AGENT NUMBER
100018849

AGENT NAME
DUNCAN SANDE & ASSOCIATES

PAYABLE ON OR BEFORE
27/12/2026

+70247279220012> +000927+ <0550495279> <0000006866> +444+

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 39 of 99

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

Biller Code: 456293 **Ref: 7024727922** 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 89 079 137 518	**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**

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.

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 40 of 99

PORT ADELAIDE ENFIELD

CERTIFICATE – COUNCIL CHARGES

Duncan Sande & Associates
PO Box 3033
NORWOOD SA 5067

Certificate No: Cert118792
Date Issued: 29/09/2026
Valuer-Gen. No: 0613902656
Assessment No: 3113433

Property Owner(s): Ms Becky Anemouri
Property Address: 2/90 Hampstead Road BROADVIEW SA 5083
Parcel(s) Description: Lot 2 (Comm Land) C 41188 CT Vol 6227 Folio 998

I certify that the charges set out below were due and payable at the date of the giving of this certificate.

Arrears (Rates/Fines/Interest/Costs) :	5.60
Current Year's Rates :	1,214.85
Less Council Rebate/Remission :	0.00
Less Government Remission :	0.00
Current Year's Fines/Interest :	5.95
Current Year's Adjustments :	0.00
Current Year's Other Charges :	0.00
Less Current Year's Payments :	(310.00)
Balance :	$916.40

For adjustment purposes please note:

1. ***Works may be carried out, for which charges will be raised subsequent to this certificate. (See attached notice where applicable)***
2. ***Please note that land that is not currently rateable may have pro-rata rates raised if ownership or usage changes***
3. ***Please note that land currently eligible for a Council Rebate or Remission may be subject to a pro-rata reduction in the amount granted if ownership or usage changes.***

The charges as shown are valid only for the date of the certificate.

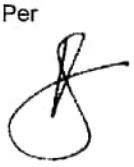
The rates are payable in four equal (or approximately equal) instalments payable in the months of September, December, March and June of the fiscal year that the rates are declared. The current year's rates fall due on **1st September 2026; 1st December 2026; 1st March 2027 and 1st June 2027**. Fines and interest will be added as provided by the *Local Government Act* 1999, as amended.

If settlement occurs within three (3) calendar months from the date of this Certificate, you may request a free rate update from the Council's online portal and quoting the Assessment No. and the Certificate No. above. No verbal information will be provided by the Council as it is not a certificate for the purposes of Section 187 of the Local Government Act 1999.

Where settlement occurs three (3) calendar months or more from the date of this Certificate a new certificate is required.

Chief Executive Officer

Per



BPAY **Biller Code:** 18192
Ref: 3113433

Provision of Prescribed Information

Section 12 *Land and Business (Sale and Conveyancing) Act* 1994

In response to your recent enquiry we advise as follows:

Certificate Number: Cert118792
Address: 2/90 Hampstead Road BROADVIEW SA 5083

Council Assessment Number: 3113433

	Prescribed Encumbrance	Other Particulars	
5	**Development Act 1993 (Repealed)**		
5.1	Section 42 - Condition (that continues to apply) of a development authorisation	NO	N/A
5.2	Section 50(1) - Requirement to vest land in a council or the Crown to be held as open space		N/A
5.3	Section 50(2) - Agreement to vest land in a council or the Crown to be held as open space		N/A
5.4	Section 55 - Order to remove or perform work		N/A
5.5	Section 56 - Notice to complete development		N/A
5.6	Section 57 - Land management agreement		N/A
5.8	Section 69 - Emergency order		N/A
5.9	Section 71 - Fire safety notice		N/A
5.10	Section 84 - Enforcement notice		N/A
5.11	Section 85(6), 85(10) or 106 - Enforcement order		N/A
5.13	Part 11 Division 2 - Proceedings		N/A
6	**Repealed Act Conditions**		
6.1	Condition (that continues to apply) of an approval or authorisation granted under the *Building Act* 1971 (repealed), the *City of Adelaide Development Control Act* 1976 (repealed), the *Planning Act* 1982 (repealed) or the *Planning and Development Act* 1966 (repealed)	NO	N/A
10	**Fire and Emergency Services Act 2005**		
10.1	Section 105F (or section 56 or 83 (repealed)) - Notice to action required concerning flammable materials on land		N/A
11	**Food Act 2001**		
11.1	Section 44 - Improvement notice		N/A
11.2	Section 46 - Prohibition order		N/A
15	**Housing Improvement Act 1940 (repealed)**		

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 42 of 99

15.1	Section 23 - Declaration that house is undesirable or unfit for human habitation		N/A
17	**Land Acquisition Act 1969**		
17.1	Section 10 - Notice of intention to acquire		N/A
20	**Local Government Act 1934 (Repealed)**		
20.1	Notice, order, declaration, charge, claim or demand given or made under the Act		N/A
21	**Local Government Act 1999**		
21.1	Notice, order, declaration, charge, claim or demand given or made under the Act		N/A
22	**Local Nuisance and Litter Control Act 2016**		
22.1	Section 30 - Nuisance or litter abatement notice		N/A
29	**Planning, Development and Infrastructure 2016**		
29.1	Part 5 - Planning and Design Code	Title or other brief description of zone, subzone and overlay and which the land is situated (as shown in the planning and design code) Is the land situated in a designated State Heritage Area? *Please refer to attached document from Plan SA* Is the land designated as a place of local heritage value? *Please refer to attached document from Plan SA* Is there declared to be a significant tree or a stand of trees declared to be significant trees on the land? *Please refer to attached document from Plan SA* Is there a current Development Plan Amendment released for public consultation by the Minister on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? *Please refer to your Property Interest Report*	
29.2	Section 127 - Condition (that continues to apply) of a development authorisation	*Please refer to attached document from Plan SA*	
29.5	Section 141 - Order to remove or perform work		N/A
29.6	Section 142 - Notice to complete development		N/A
29.7	Section 155 - Emergency order		N/A
29.8	Section 157 - Fire safety notice		N/A

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 43 of 99

29.10	Section 198(1) - requirements to vest land in a Council or the Crown to be held as open space		N/A
29.11	Section 198(2) - Agreement to vest land in a Council or the Crown to be held as open space		N/A
29.12	Part 16 Division 1 - Proceedings		N/A
29.13	Section 213 - Enforcement Notice		N/A
29.14	Section 214(6), 214(10) or 222 - Enforcement Order		N/A
31	**Public and Environmental Health Act 1987 (Repealed)**		
31.1	Part 3 - Notice		N/A
31.2	*Public and Environmental Health (Waste Control) Regulations* 2010 (or 1995) (revoked) Part 2 - Condition (that continues to apply) of an approval		N/A
31.3	*Public and Environmental Health (Waste Control) Regulations* 2010 (revoked) regulation 19 - Maintenance order (that has not been complied with)		N/A
32	**South Australian Public Health Act 2011**		
32.2	Section 92 - Notice		N/A
32.3	*South Australian Public Health (Wastewater) Regulations 2013* Part 4-Condition (that continues to apply) of an approval		N/A
36	**Other Charges**		
	Charge of any kind affecting the land (not included in another item)	Refer to "**CERTIFICATE – COUNCIL CHARGES**" on page 1 of this document.	**

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 44 of 99

Schedule—Division 2—Other particulars (section 7(1)(b))

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.

1. Building indemnity insurance is required: No

2. Name of persons insured: N/A

3. Name of insurer: N/A

4. Limitations on the liability of the insurer: N/A

5. Name of the builder: N/A

6. Builders licence number: N/A

7. Description of insured building work: N/A

8. Date of issue of insurance: N/A

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?

No
1. Date of the exemption: N/A
2. Name of builder granted the exemption: N/A
3. Licence number of builder granted the exemption: N/A
4. Details of building work for which the exemption applies: N/A
5. Details of conditions for which the exemption is subject: N/A

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 45 of 99

6 - 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 *Planning, Development Act* 1993) or the *Planning, Development and Infrastructure Act* 2016?

NO

Description of the nature of the development(s) approved:

Refer to the repealed *Development Act* 1993 Section of this document particularly Part 3 Development Plan, Section 42 – Condition (that continues to apply) of a development authorisation and Repealed Act conditions listed in this document.

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—

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

Signed for or on behalf of the agent:.. .. .. .

Data Extract for Section 7 search purposes

Valuation ID 0613902656

Data Extract Date: 29/09/2026

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: C41188 FL2

Certificate Title: CT6227/998

Property Address: UNIT 2 90 HAMPSTEAD RD BROADVIEW SA 5083

Zones

Established Neighbourhood (EN)

Subzones

No

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 45 metres)

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

Character Area (PAdEC1)

The Character Area Overlay aims to reinforce valued streetscape characteristics through contextually responsive development, design and adaptive reuse that responds to the attributes expressed in the Character Area Statement.

Major Urban Transport Routes

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

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Traffic Generating Development

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

Urban Tree Canopy

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

Is the land situated in a State Heritage Place/Area

No

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

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

Is the land designated as a Local Heritage Place

No

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

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

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

N/A

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

Community Plan 41188

PURPOSE:	PRIMARY COMMUNITY STRATA	AREA NAME:	BROADVIEW	RE-APPROVED: BILL SHEEKY 14/02/2018	C41188
MAP REF:	6628/39/H, 6628/39/J	COUNCIL:	CITY OF PORT ADELAIDE ENFIELD		
LAST PLAN:	F253080	DEVELOPMENT NO:	040/C145/17/001/50007	DEPOSITED: DEAN WATSON 19/08/2019	SHEET 1 OF 3
					59727_text_01_v07_Version_7

AGENT DETAILS: WEBER FRANKIW & ASSOCIATES
178 MAIN ROAD
MCLAREN VALE SA 5171
PH: 83238991
FAX:

AGENT CODE: WEBLP

REFERENCE: 7369

SURVEYORS CERTIFICATION: I David Arthur Giles Weston , a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996
14th day of February 2018 David Arthur Giles Weston Licensed Surveyor

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	6136	40		ALLOTMENT(S)	22	F	101814	YATALA		
CT	6136	41		ALLOTMENT(S)	22	F	101814	YATALA		
CT	6136	42		ALLOTMENT(S)	22	F	101814	YATALA		
CT	6136	43		ALLOTMENT(S)	22	F	101814	YATALA		
CT	6136	44		ALLOTMENT(S)	22	F	101814	YATALA		
CT	6136	45		ALLOTMENT(S)	22	F	101814	YATALA		
CT	6136	46		ALLOTMENT(S)	22	F	101814	YATALA		
CT	6136	47		ALLOTMENT(S)	22	F	101814	YATALA		

OTHER TITLES AFFECTED:

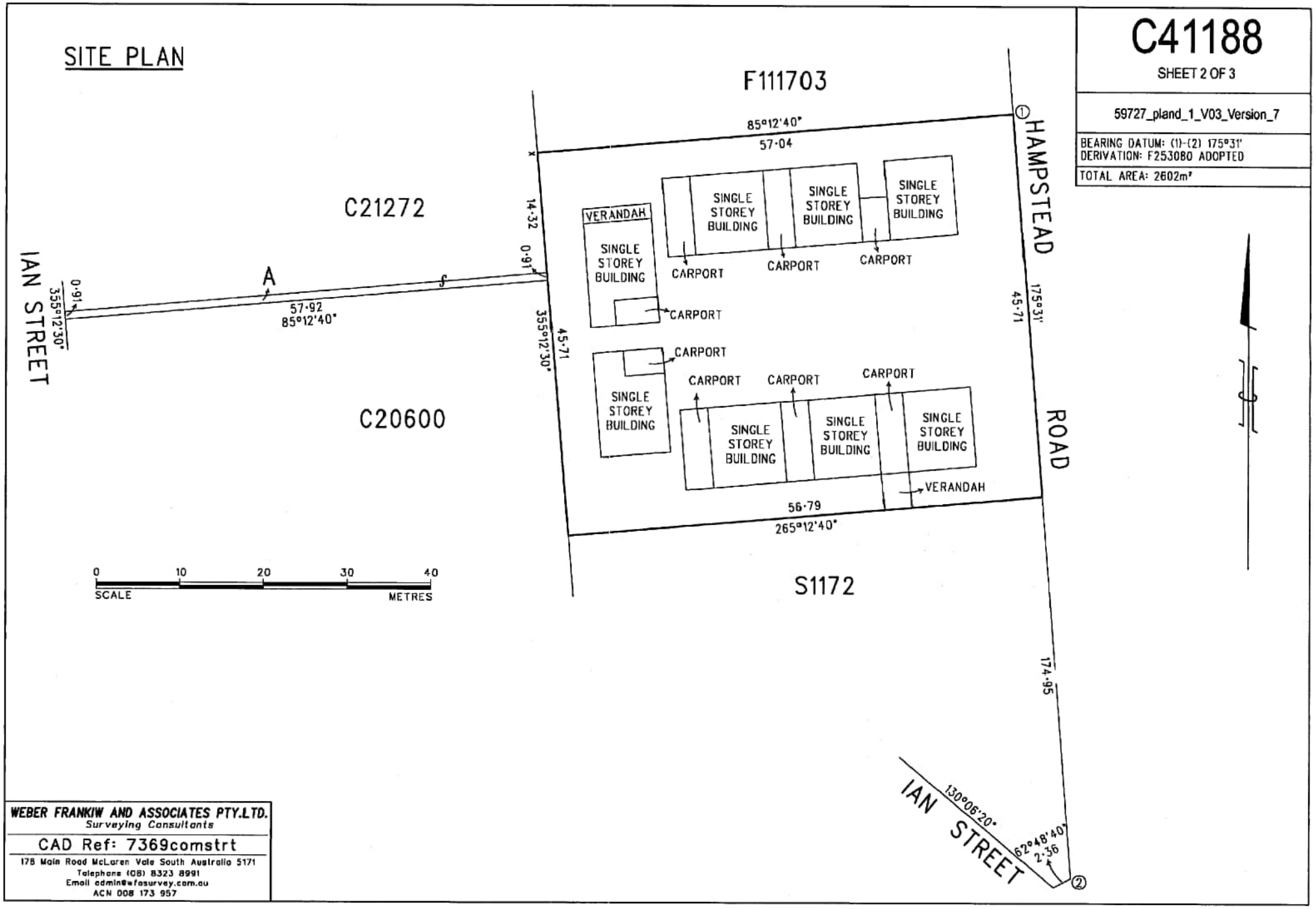
EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION
EXISTING		LONG	EASEMENT(S)	A		1.2.3.4.5.6.7.8.COMMON PROPERTY	T 2839126

ANNOTATIONS: THE SERVICE INFRASTRUCTURE COULD NOT BE FOUND DUE TO THE AGE AND NATURE OF THE SCHEME AND THE UNAVAILABILITY OF RECORDS

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 50 of 99

SITE PLAN



C41188
SHEET 2 OF 3
59727_pland_1_V03_Version_7
BEARING DATUM: (1)-(2) 175°31' DERIVATION: F253080 ADOPTED
TOTAL AREA: 2602m²

WEBER FRANKIW AND ASSOCIATES PTY.LTD.
Surveying Consultants
CAD Ref: 7369comstrt
178 Main Road McLaren Vale South Australia 5171
Telephone (08) 8323 8991
Email admin@wfasurvey.com.au
ACN 008 173 957

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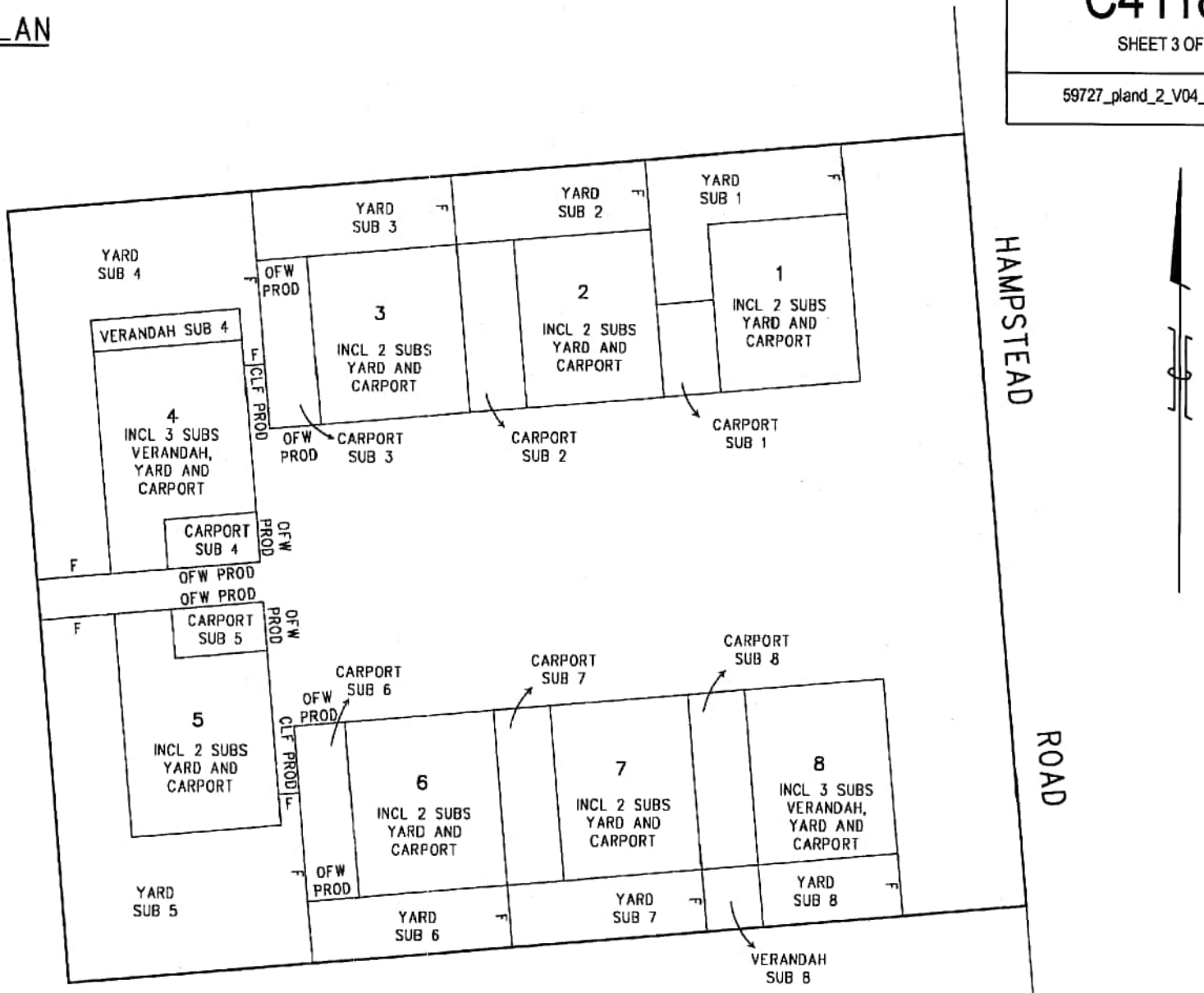
GROUND FLOOR PLAN

C41188

SHEET 3 OF 3

59727_pland_2_V04_Version_7



LEGEND	
F	FENCE
CLF	CENTRELINE OF FENCE
OFW	OUTSIDE FACE OF WALL
PROD	PRODUCTION

WEBER FRANKIW AND ASSOCIATES PTY.LTD.
Surveying Consultants

CAD Ref: 7369comstrt

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 52 of 99

LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
1	1191	
2	1238	
3	1238	
4	1333	
5	1333	
6	1238	
7	1238	
8	1191	
AGGREGATE	10000	

COMMUNITY PLAN NUMBER

C41188

SHEET 1 OF 1

ACCEPTED

19 AUG 2019

PRO

REGISTRAR-GENERAL

DEV. No 040 : C145 : 17

CERTIFICATE OF LAND VALUER

I Derek Royans 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 6th day of February 2019

.....

Signature of Land Valuer

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 53 of 99

Community Corporation Search

STATEMENT PURSUANT TO SECTION 139 OF THE COMMUNITY TITLES ACT 1996

STRATA RAMA

Date of Statement: **13 October 2026**

Community Lot in respect of which the Statement is issued: Lot **2** in **Community Plan** No. **41188 at Broadview Court, 90 Hampstead Road, BROADVIEW SA 5083**

Person requesting certificate: **Name:** **Janine Anderson**
Address: **Duncan Sande & Associates**

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

Administrative fund – contributions payable by regular periodic instalments or lump sum
Number of instalments payable per year (if contributions payable by instalments) 4
Amount of each instalment, period to which instalment relates and date due

Amount	Dates due	Levy Period
$510.68	**15 Oct 2026**	**01 Oct 2026 to 31 Dec 2027-Paid**
$510.68	01 Jan 2027	01 Jan 2027 to 31 Mar 2027
$510.68	01 Apr 2027	01 Apr 2027 to 30 Jun 2027
$510.68	01 Jul 2027	01 Jul 2027 to 30 Sep 2027

Amount prepaid	**$510.68**
Interest due on unpaid levies	$0.00
Amount in credit for prepaid levies	$510.68

Sinking fund – contributions payable by regular periodic instalments or lump sum (section 76(1))
Total amount last determined with respect to the lot
Number of instalments payable per year (if contributions payable by instalments) 4
Amount of each instalment, period to which instalment relates and date due

Amount	Dates due	Levy Period
$247.60	**15 Oct 2026**	**01 Oct 2026 to 31 Dec 2027-Paid**
$247.60	01 Jan 2027	01 Jan 2027 to 31 Mar 2027
$247.60	01 Apr 2027	01 Apr 2027 to 30 Jun 2027
$247.60	01 Jul 2027	01 Jul 2027 to 30 Sep 2027

Amount prepaid	**$247.60**
Interest due on unpaid levies	$0.00
Amount in credit for prepaid levies	$247.60

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

Special contributions
None

Particulars of Assets and Liabilities of the Corporation
Please refer to the copy of the Balance Sheet attached, at the date of this Statement.

Particulars of any Expenditure
(a) Incurred by the Corporation
As per the Minutes provided: Further, we were appointed as Managers in 2018, as such we take no responsibility for the accuracy of any information provided prior to our management.
(b) Resolved to be incurred to which the unit holder must, or is likely to be required to, contribute
As per the Minutes provided: Further, we were appointed as Managers in 2018, as such we take no responsibility for the accuracy of any information provided prior to our management.

Please Note: This property is part of a Strata/Community plan, additional approval for pets may be required. This process involves seeking consent from the corporation, which may include a notice period and additional fees. Approval is not guaranteed and is subject to the rules and regulations of the Strata/Community plan.

Documents Supplied

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

Insurance policies

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

Policy No. SRSC2100685 7 Strata Community Insurance

Type: Strata Broker:

Premium: $5,802.48 Paid on: 09/10/2025 Policy starts date: 04/10/2025 Next due:04/10/2026

Cover	*Sum insured*	*Excess*	*Notes*
Building	$3,060,000.00	$1,000.00	
Public Liability	$30,000,000.00	$1,000.00	
Fidelity Guarantee	$100,000.00	$1,000.00	
Lot Owners Fixtures & Improvements	$300,000.00	$1,000.00	
Office Bearers	$500,000.00	$1,000.00	
Common Area Contents	$30,600.00	$1,000.00	
Loss Of Rent & Temporary Accommodation	$459,000.00	$1,000.00	
Voluntary Workers	$200,000/$2,000	$1,000.00	
Government Audit Costs	$25,000.00	$1,000.00	
Legal Defence Expenses	$50,000.00	$1,000.00	
Appeal Expenses	$100,000.00	$1,000.00	
Flood	Included	$1,000.00	
Floating Floors	Included	$1,000.00	

NOTE:

The information provided is accurate as at the date of this Statement and is not intended to be relied upon by any party other than the person who requested this Statement under Section 139 of the Act.
We advise you to contact the Office prior to settlement to get any updates. Upon settlement, the Purchaser should contact the office ASAP to ensure that their contact information is updated in our system, and levies can be paid without reminder and arrears fees being applied.
An inspection of the accounting records, minute books of the corporation and any other prescribed documentary material may be arranged by application to the Agent:
office@stratarama.com.au or (08) 8276 0426.

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

This Statement was prepared on behalf of Community Corporation 41188 Inc by

Marie Lelliott

Marie Lelliott

STRATA RAMA
STRATA & COMMUNITY MANAGEMENT

74 Brighton Road, GLENELG SA 5045

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 57 of 99

STRATA RAMA

STRATARAMA PTY LTD
office@stratarama.com.au
www.stratarama.com.au
(08) 8276 0426
ABN: 98 638 679 633

Balance Sheet
As at 13/10/2026

Community Corporation 41188 Inc — Broadview Court, 90 Hampstead Road, BROADVIEW SA 5083

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	1,168.31
Owners Equity--Admin	(1,025.26)
	143.05
Sinking Fund	
Operating Surplus/Deficit-- Sinking Fund	(32,570.20)
Owners Equity-- Sinking Fund	21,475.49
	(11,094.71)
Net owners' funds	**-$10,951.66**
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	3,720.91
Receivable--Other--Admin	(500.00)
Receivable--Owners--Admin	759.83
	3,980.74
Sinking Fund	
Cash at Bank- Sinking Fund	20,469.75
	20,469.75
Unallocated Money	
	0.00
Total assets	24,450.49
Less liabilities	
Administrative Fund	
Prepaid Levies--Admin	3,064.48
	3,064.48
Sinking Fund	
Prepaid Levies-- Sinking Fund	1,485.80
	1,485.80
Unallocated Money	
	0.00
Total liabilities	4,550.28
Net assets	**$19,900.21**

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

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 58 of 99

STRATA RAMA

STRATARAMA PTY LTD
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Income & Expenditure Statement for the financial year-to-date 01/07/2026 to 13/10/2026

Community Corporation 41188 Inc — Broadview Court, 90 Hampstead Road, BROADVIEW SA 5083

Administrative Fund

	Current period 01/07/2026-13/10/2026
Revenue	
Admin - Fines issued by Corporation	500.00
Levies Due--Admin	3,000.00
Recovery--Legal Fees	347.40
Transfer from Sinking Fund	5,000.00
Total revenue	8,847.40
Less expenses	
Admin--Agent Communication & info	130.01
Admin--ATO Public Officer--Taxation Services	145.00
Admin--Auditors--Audit Services	265.00
Admin--Contractor Compliance Check	92.00
Admin--Legal & Debt Collection Fees	347.40
Admin--Management Fees--Standard	405.58
Admin--Meeting Fee-Evening	176.00
Insurance--Premiums	4,884.10
Maint Grounds--Lawns & Gardening	1,234.00
Total expenses	7,679.09
Surplus/Deficit	1,168.31
Opening balance	(252.05)
Closing balance	**$916.26**

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 59 of 99

Sinking Fund

	Current period 01/07/2026-13/10/2026
Revenue	
Levies Due-- Sinking Fund	7,500.00
Total revenue	7,500.00
Less expenses	
Admin--Transfer to Admin Fund	5,000.00
Maint Bldg--Driveways maintenance/repairs	35,070.20
Total expenses	40,070.20
Surplus/Deficit	(32,570.20)
Opening balance	51,554.15
Closing balance	**$18,983.95**

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 60 of 99

MINUTES OF THE EXTRAORDINARY GENERAL MEETING

COMMUNITY CORPORATION 41188 inc

CORPORATION ADDRESS: 90 Hampstead Road, BROADVIEW, SA, 5083

DATE: **Wednesday 17 June 2026**

TIME: **11:00 AM**

VENUE: **Online only**

PRESENT BY PROXY:

Lot 2	B Anemouri by proxy to the rep of Stratarama Pty Ltd.	Electronic vote
Lot 3	M Horkavson by proxy to the rep of Stratarama Pty Ltd.	Electronic vote
Lot 4	J C Maiolo by proxy to the rep of Stratarama Pty Ltd.	Electronic vote
Lot 5	N and H Bhatt by proxy to the rep of Stratarama Pty Ltd.	Paper vote
Lot 6	A C Parente and S A Parente by proxy to the rep of Stratarama Pty Ltd.	Electronic vote
Lot 7	M Horkavson by proxy to the rep of Stratarama Pty Ltd.	Electronic vote

IN ATTENDANCE: H Spezzano representing Stratarama Pty Ltd.

PROCEEDINGS

QUORUM:

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

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

1. **Appointment of a Chairperson**

   It was resolved that the Community Corporation Manager act as the secretary for this meeting, chair and record the minutes.
   Including confirmation of attendance and quorum, and declaration of any interests.

   Motion CARRIED.

2. **Acceptance of Previous Minutes**

   It was resolved that the minutes of the last meeting held by the group were resolved as a true and correct record of the meeting.

   Motion CARRIED.

3. **Driveway Replacement Quote for Adelaide Bitumen**

General Business and Maintenance:
Driveway: Members discussed at the last annual general meeting held on the 27th August 2025, to obtain updated quotes for the replacement of the driveway. These quotes have been procured and are attached here for Members to review and select so the Corporation can reach an informed decision. N.B. A special levy will be raised pending on quote selection and the proposed levy schedules are attached with each quote.
Quote 1: Adelaide Bitumen in the amount of $35,070.20 inc GST

Motion: That Community Corporation No. 41188 Inc resolved by special resolution to proceed with the driveway replacement quote provided by Adelaide Bitumen in the amount of $35,070.20 inc GST.

Motion CARRIED.

4. **Driveway Replacement Quotes for Tron Civil and Action Line Marking**

General Business and Maintenance:
Driveway: Members discussed at the last annual general meeting held on the 27th August 2025, to obtain updated quotes for the replacement of the driveway. These quotes have been procured and are attached here for Members to review and select so the Corporation can reach an informed decision. N.B. A special levy will be raised pending on quote selection and the proposed levy schedules are attached with each quote.

Motion: That Community Corporation No. 41188 Inc **did not** resolve by unanimous resolution to proceed with either of the driveway replacement quotes provided by Tron Civil Contracting or Action Line Marking.

Motion DEFEATED.

Alternatives for Driveway Replacement Quotes - Tron Civil and Action Line Marking

(Option A) Quote 1: Tron Civil Contracting in the amount of $48,268.00 inc GST
(Option B) Quote 2: Action Line Marking in the amount of $59,711.08 inc GST

Motion lapsed as Driveway Replacement Quotes for Tron Civil and Action Line Marking were DEFEATED

Invalid Vote Reasons: 1 invalid vote(s) - Alternatives not required

5. **Meeting Closure**

There being no further business, attendees were thanked for their presence and the meeting declared closed at 11:30am.

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 62 of 99

MINUTES OF THE ANNUAL GENERAL MEETING

COMMUNITY CORPORATION NO 41188 Inc

CORPORATION ADDRESS: 90 Hampstead Road BROADVIEW SA 5083

DATE: **Monday 21 September 2026**

TIME: **6:00 PM**

VENUE: **ONLINE VIA THE ZOOM MEETING PLATFORM**

PRESENT:

Becky Anemouri	LOT 2
Alice Chiara Parente and Stefan Ascanio Parente	LOT 6

PRESENT BY PROXY:

Marta Horkavson proxy to the rep. of Stratarama	LOT 3 & LOT 7

APOLOGIES

NIL

IN ATTENDANCE:

Tony Johnson & Marie Lelliott representing Stratarama Pty Ltd

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PROCEEDINGS

QUORUM: The Manager declared that a quorum was in attendance at this meeting, by way of attendance and/or proxy with 4 of 7 Lots represented, 1 lot unfinancial and not counted.

It is noted that where an Owner is unfinancial at a meeting, they do not form a part of the total quorum.

Declaration of Interest: All Members (or Nominee) must declare any interest that they may have in relation to any matters being discussed or determined at this meeting. These pecuniary interests may be either direct or indirect in nature. No interests were declared at this meeting.

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

1. **Appointment of a Chairperson:**
In accordance with current legislation, the representative from Stratarama may only chair the meeting if a majority of Members present or represented by proxy are in favour. Stratarama have no rights to vote at this meeting, except where exercising a proxy vote in accordance with the wishes of a Member, as their proxy. The Manager advised Members as to the proxies recorded for the meeting and advised that these are available for inspection.

   It was agreed by Ordinary Resolution that the Manager would act as the Secretary for this meeting, chair and record the minutes.

   MOTION CARRIED

2. **Acceptance of Previous Minutes:**
Minutes of the last meeting held by the group on **27/08/2025** were resolved by Ordinary Resolution as a true and correct record of the meeting.
MOTION CARRIED

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 63 of 99

Notes:

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

3. **Acceptance of Financial reports/ Statements:**
It was resolved by Ordinary Resolution that the Statement of accounts for the financial period ending **30/06/2026**, were circulated to all members for review, prior to the meeting, and were accepted by the members.

MOTION CARRIED

- To assist in the funding of the Insurance premium for 2026/2027, the Members elected to transfer $5,000 from the Sinking to the Admin fund (not to be returned) which will create a buffer for coming years.
- Audit N.B: An audit of trust accounts held by Stratarama is undertaken annually by an accredited Auditor as required. A copy of the report will be made available annually on the online Owners portal and can be sent to you direct by request to Stratarama.

4. **Appointment of Manager/ Management:**
It was resolved by Ordinary Resolution that:
- Stratarama Pty Ltd and/or their Nominee be appointed to assist the Corporation with management services. These services are those delegated as per the **Community Titles Act 1996**.
- Stratarama be remunerated by a primary annual management fee of $1,675 inclusive of gst.
- Stratarama be remunerated for other service fees as outlined in the management agreement. The Presiding Officer is authorised and instructed to sign this agreement.
- The appointment be made for a period of 12 months from the date of this meeting and that upon expiry, management will continue on a month by month basis until the next meeting or the delegation of powers is revoked.
- Anthony Johnson and / or Kim Anne Mudge be appointed as Public Officer/s to act on behalf of the group in all taxation related matters.
- The services provided by Stratarama Pty Ltd are in accordance with the **Community Titles Act 1996** and per the details outlined in the explanatory pamphlet (available from stratarama.com.au and by direct request of the Member).

MOTION CARRIED

5. **Election of Office Bearers & Committee:**
It was resolved by Ordinary Resolution that the following appointments be made for the coming period:

• Presiding Officer:	Becky Anemouri	Lot 2
• Treasurer:	Becky Anemouri	Lot 2
• Secretary:	Becky Anemouri	Lot 2

It was further confirmed that a Committee be appointed, consisting of:
- All Office Bearers are listed above

MOTION CARRIED

Notes:
*Office Bearers do not have the power to vary the common property, grant exclusive rights, authorise any capital works or approve any installations or additions. Office Bearers do not have the power to resolve any matter for which a Special or Unanimous resolution is required. Office Bearers are authorised to oversee routine maintenance of the Corporation and oversee the adherence of Articles.
*The Committee may be empowered by the Corporation to make further decisions at properly convened Committee meetings. Committee meetings must be held in accordance with the Community Titles Act 1996. An Agenda needs to be forwarded to all Committee Members and proper meeting minutes detailing the decisions made must be kept (copies to be held in the Corporation records).

6. **Insurance; review of Policies and Sums Insured:**
Stratarama advised the Corporation that **Section 103 (1) of the Community Titles Act 1996** requires the Corporation Owners to insure **the common property** for full replacement value or reinstatement value.
In accordance with Section 103 (1)(b) a Community Strata scheme generally includes the buildings as common property and in these instances (where shown in the Act, plan or scheme description/ by-laws) the group will ensure the buildings collectively.
In Community schemes however the **buildings with-in a Lot are not common property and must be insured individually by the Lot Owner.** In accordance with Section 103 (1)(b) a Community Owner also has a responsibility to insure any part of their property including a party wall (building or structure) providing support or shelter to another building or structure on another Lot or common property.

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 64 of 99

This Corporation insurers: All Buildings and common property collectively

Insurance Policy Breakdown:		
Building cover:	$3,213,000	
Public/ Legal Liability:	$30,000,000	
Office Bearers Cover:	$500,000	
Fidelity Guarantee Cover:	$100,000	
Catastrophe cover:	$NIL	
Flood inclusion Cover:	Refer Policy details	
Excess:	$1,000 on all standard claims	
Last Valuation report:	$3,060,000.00	Dated: 11.10.2024
Current Insurer:	Strata Community Insurance	Expires: 04.10.2026

Insurance General notes and Reminders:
Excess payments: Members have previously resolved that; insurance excesses will be payable by the Corporation.
Claims: Stratarama advises that to ensure claims and insurance renewals are processed correctly, Members must report all possible claims as soon as possible.

a) Insurance Cover Decision:
Owners decided by Ordinary Resolution whether the insurance affected should be varied, or extended. The Manager was instructed to retain cover at $3,213,000 with indexing applied on renewal. Further the Manager will seek an alternative quote closer to renewal.

MOTION CARRIED

b) Insurance Valuation:
It was resolved by Ordinary Resolution that the Corporation would not engage the services of a licensed Insurance Valuer at this time.
MOTION CARRIED

c) Insurance Renewal, Manager Authority:
It was resolved by Ordinary Resolution that the Manager be authorised to instruct and assist the Corporations nominated insurer (or Broker where applicable) to deal with the next insurance renewal matter, obtain insurance quotations, and adjust/amend/add/delete cover for the forthcoming policy year for submission to the Corporation. Per direction of the Members at a meeting of the Corporation, or as instructed by the Office Bearers.
MOTION CARRIED

Disclosure notes: It is noted that Stratarama Pty Ltd may receive a commission for placing your insurance of up to 20% of the base premium. Any commissions payable to Stratarama are disclosed in our management agreement. The commission received from the Insurer is a fee for service to act on behalf of the Corporation to assist with the obtaining of quotes, valuations, liaison between clients, insurer and trades, excess recovery, payments and the claims process.

d) Insurance Renewal, Instructions:
It was resolved by Ordinary Resolution that the Manager forward any insurance quotations, including any written advice and disclosure summary to the Committee or Office Bearers for consideration. To ensure that the Corporation continues to hold insurance that meets requirements of the Act, the Manager is given authorisation to place the insurance for the forthcoming policy year, including in the event that, the Manager receives no response prior to the expiry of the insurance policy.

MOTION CARRIED

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

General Insurance notes not relating to the Corporations Policy:

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

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 65 of 99

7. **General Business / Maintenance:**

a) Gardening Maintenance:
Members discussed the ongoing garden maintenance arrangements as the Manager advised that the previous Gardener had simply ceased attending the site and upon follow up advised that they will no longer be servicing the Corporation. A new Contractor has been engaged to complete an initial site clean with mowing and weed clearing (date to be confirmed). They will then submit a quote for on going monthly maintenance. If the pricing is similar to the costs of the previous contractor, the Manager is instructed to proceed with engagement of the Contractor. If the costs are dearer than the previous gardener, the Manager will seek additional quotes and the Presiding officer will select accordingly.

b) Gutter Cleaning:
Members discussed gutter cleaning noting the previous works completed in 2025. Members instructed the Manager to proceed with Gutter Cleaning using the same contractor.

c) Driveway:
Members discussed the driveway works which had recently been completed, noting a couple of dips and rough edging queries. The Manager has reported back to the Trades seeking that theyattend site to re-assess and advise on any required rectification. Members agreed if no re-attendance completed this week to partially pay the majority of the outstanding invoice and withhold balance awaiting the return visit and comments.
Members instructed the Manager to follow up Bitumen trade and action payment as above.

d) Front Brick Fence:
Members discussed the 4 x Front Fence Quotes tabled for the replacement of the front fence. MK Fencing and Fusion group had both presented quotes in recent years. They were invited to resubmit quotes and MK Fencing provided the best priced quote at $14,400. The Fusion requote came in over $20,000 and the two quotes obtained from the Presiding Officer were dearer again including a quote from Environmental Steel Supplies & Calabria Fencing Adelaide both for over $25,000.
The works tabled is the replacement of the front brick fence with a black tubular fence. After discussions it was agreed that the Manager would arrange an online meeting vote by the StrataVote platform as a formal meeting so members can view all the quotes with the suggestion from those present at this meeting that the members approve the quote for 40m tubular black fencing from MK Fencing for $14,400 to be funded from funds held in the sinking fund.

e) Driveway Bollards/Parking:
Members discussed Parking on Common Property at the site, there have been numerous infringements and thought on solutions. The Manager tabled a quote from MK Fencing for bollards. The quoted price was $230 per Bollard. Members discussed that bollard installation may cause additional issues with potential cars moving to block the driveway. It was agreed not tp proceed at this time and that the Manager notifiy all Owners and agents to again cease parking on the common property areas and lawns.

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

8. **Administrative Fund Budget:**
The budget for the coming period was presented by the Manager as circulated with the agenda of meeting. It was resolved by Ordinary Resolution that the proposed budget be accepted with contributions being set annually at **$16,500 increased from $12,000**.

Contributions will be raised quarterly according to unit entitlement, as per the budget schedule attached. If the costs met by the Corporation in this period is less than the projected budget, the surplus funds will be carried over for future maintenance costs.
MOTION CARRIED

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

The budget for the coming period was presented by the Manager. It was resolved by Ordinary Resolution that the proposed budget be accepted with contributions being set annually at **$8,000 (reduced from $30,000)**.
MOTION CARRIED

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 66 of 99

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

The Manager advised Members that a Sinking fund projection for 10 years can be obtained from a Quantity Surveyor where requested by the Corporation. There is no requirement on Members to obtain a Quantity Survey Sinking forecast, nor for Members to act upon any budget presented. Stratarama takes no responsibility for any forecast provided by Stratarama direct or decisions made by the group when setting a sinking fund contribution.

10. **Special Levy Authority/ shortfall of funds:** It was resolved previously by Unanimous Resolution that where the Corporation has insufficient funds to meet its recurrent expenditure, the Manager is authorised to raise a special levy necessary to raise sufficient funds to cover the shortfall and ensure the Corporation is able to continue to meet its financial obligations. The Manager would raise such levy after consultation with the groups Presiding Officer, in accordance with the entitlement values of each unit for payment by those registered as proprietors of each unit.
MOTION CARRIED UNANIMOUSLY

11. **Levy Arrears/ recovery of overdue contributions:**
It was resolved previously by Unanimous Resolution that in accordance with the governing legislation, the Corporation will apply interest to arrears at the amount of 15% per annum calculated daily. This interest will be applied where the payment of a contribution/ levy or levy/contribution instalment is not received with-in 30 days of the due date. The Presiding Officer and/or Committee is authorised to waive penalty interest charges in circumstances of extreme adversity at their discretion only.
Stratarama is authorised (with no further authority required) to take action to recover all associated costs relating to debt recovery from any Owner in arrears, including but not limited to legal fees, administrative costs, service fees, court fees, debt collection costs and commissions payable to third party debt collection providers and any other costs incurred. Motion carried unanimously.
Overdue notices are charge to the Owner from as follows: a) Stage 1 Debt recovery reminder $11.00 inc gst b) Stage 2 Debt recovery reminder $22.00 inc gst c) Stage 3 Debt recovery reminder $33.00 inc gst
MOTION CARRIED UNANIMOUSLY

12. **Policies:**
Correspondence Delivery: Where possible it is recommended that Members supply an email address and that this is utilised for correspondence delivery so as to receive all notifications and information from Management and the Committee as soon as possible. Members are responsible for notifying management of any changes to their contact details (including Property management and Tenant details) ASAP to prevent delivery failure of notices, levies and other information which may result in additional fees and costs to the individual. These costs are recoverable per the above levy arrears policy.
Owner contact register: The Corporation is required to maintain a register of unit Owner contact information in accordance with the current legislation. This information is accessible by Members, and personal contact information may be provided to Contractors attending site.
Approvals, additions and alterations: Any approval sought by a unit Owner outside of the Annual General meeting may require a special meeting to be held to resolve the request. Any request sought which is for the exclusive benefit of one Owner, associated meeting costs would be the responsibility of that Owner. All proposed approvals and alterations must be placed on the Agenda of the upcoming meeting so that they can be considered by the Members per the legislative requirements.

13. **Approvals sought:**
All approvals proposed are to be voted on in accordance with current legislative requirements. These applications must be recorded on the Agenda for the meeting.
No approvals were sought at this meeting.

14. **Any Other Business:**
No other business was tabled at this meeting

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

15. **Next Scheduled Meeting:**
The next AGM for your Corporation is tentatively scheduled to be held ONLINE on or around Wednesday the 8th of September, 2027 at 6.00pm

16. **Meeting Closure:**
There being no further business, attendees were thanked for their presence and the meeting declared closed at 6.45pm. All members were thanked for their attendance.

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 67 of 99

COMMUNITY CORPORATION NO. 41188 INC.
90 Hampstead Road, BROADVIEW SA 5083

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

BYLAWS AND SCHEME DESCRIPTION HELD IN FOLDER

AGM – 2026
No Resolutions submitted

EGM – 14/06/2026
Driveway Replacement Quote for Adelaide Bitumen
That Community Corporation No. 41188 Inc resolved by special resolution to proceed with the driveway replacement quote provided by Adelaide Bitumen in the amount of $35,070.20 inc GST.

AGM – 2025
Insurance Renewal, Instructions:
It was resolved by Ordinary Resolution that the Manager forward any insurance quotations, including any written advice and disclosure summary to the Committee or Office Bearers for consideration. To ensure that the Corporation continues to hold insurance that meets requirements of the Act, the Manager is given authorisation to place the insurance for the forthcoming policy year, including in the event that, the Manager receives no response prior to the expiry of the insurance policy.
Special Levy Authority/ shortfall of funds: It was resolved by Unanimous Resolution that where the Corporation has insufficient funds to meet its recurrent expenditure, the Manager is authorised to raise a special levy necessary to raise sufficient funds to cover the shortfall and ensure the Corporation is able to continue to meet its financial obligations. The Manager would raise such levy after consultation with the groups Presiding Officer, in accordance with the entitlement values of each unit for payment by those registered as proprietors of each unit.
Levy Arrears/ recovery of overdue contributions:
It was resolved by Unanimous Resolution that in accordance with the governing legislation, the Corporation will apply interest to arrears at the amount of 15% per annum calculated daily. This interest will be applied where the payment of a contribution/ levy or levy/contribution instalment is not received with-in 30 days of the due date. The Presiding Officer and/or Committee is authorised to waive penalty interest charges in circumstances of extreme adversity at their discretion only.

EGM - 27/08/2024
Sinking Fund Budget
It was resolved by Community Corporation No 41188 Inc that the sinking fund budget for the coming period be accepted with contributions being set annually at **$30,000.00**

AGM – 2024
Electrical Upgrade Works: Members discussed the electrical upgrade to the mains meter board and reviewed the quotes attached with this agenda. It is noted that a fourth quote was circulated to all Owners prior to the meeting provided by Hoile Electrical in the amount of $10,124.80. The alternative quotes submitted with the agenda were provided by Deadshort Services in the amount of $18,920.00, South Adelaide Electrical in the amount $12,584.00 and Electric Environs quote in the amount of $17,377.12. Members discussed the scope of electrical works required along with the cost involved to upgrade the mains meter board to the current standard and agreed to proceed with the quote from Hoile Electrical in the amount of $10,124.80. Members discussed funding the electrical upgrade and agreed to raise a special levy for the total cost of the quote due and payable 28 days from issuance. Motion moved with 5 out of 7 Members in favour.

AGM - 2023
Parking on Common Property: As per Section 3.2.5 of the Corporations' By-Laws, which states that a person bound by these By-Laws must not park a motor vehicle on the common property other than

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 68 of 99

for the purposes of picking up and setting down passengers; and Section 3.2.6 further states that a person bound by these By-Laws must take reasonable steps to ensure that their visitors do not park a motor vehicle on the common property.
It was further discussed that both sections outlined above have not been observed even after many notices have been issued to Owners/residents requesting for parked vehicles to be moved off the common property. Members discussed how to address the situation with regards to the ongoing issues of residents parking multiple vehicles on the common property and ignoring the notices sent; with the view to bring a resolution to the issue. Members queried the definition of what is common property and where are Owners/residents permitted to park or not; of which the Manager advised Members present that the common property includes all lawn areas and driveways. Furthermore it was highlighted via the Corporation plan that each Lot has been allocated with one carparking space to their Lot which means that any additional car/s owned by the Lot MUST not park in the common area lawn or driveway areas.
The members queried what possibly could be the next steps that the Corporation can look into having the issue resolved, to which the Manager did advise the on numerous occasions multiple letters and emails have been sent to the residents including (Owners) advising of the continuous breach. After the lengthy discussion the next step to resolve this issue is to commence issuing fines from the Corporation to offending Owners/residents for breaching the By-Laws as the Corporation is empowered to issue fines of up to $500.00.

After further discussion, it was resolved by the Members that the Manager will write to all Owners/residents providing a final warning to remove all vehicles parked on the common property and if no action is taken to this then the Office Bearers and Members present have agreed for the Corporation to issue fines in the amount of $500.00.

AGM – 2022
No Resolutions submitted

AGM – 2021
No Resolutions submitted

AGM – 2020
No Resolutions submitted

INAUGURAL AGM – 2019
BY-LAWS
It was resolved that Community Corporation 41188 Inc accept the By-Laws as lodged with the Lands Titles Office and
that any additional approvals and/or polices be addressed when required via a General Meeting of the Community
Corporation. That any approvals and/or polices be read in line with the Community Corporation By-Laws
COMMON SEAL
It was resolved that the common seal be held with the managing agent and that must be used as per the Act. That the
Body Corporate Manager order the common seal if one has not be obtained. Cost of the common seal is to be borne by the Body Corporate.
INSURANCE RENEWAL
By-Law 9 through to 12
It was resolved by Special Resolution that the Community Corporation shall be responsible for insuring all buildings and other improvements on each Lot.

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 69 of 99

MINUTES OF THE ANNUAL GENERAL MEETING

COMMUNITY CORPORATION NO 41188 Inc

CORPORATION ADDRESS: 90 Hampstead Road BROADVIEW SA 5083

DATE: **WEDNESDAY 27TH AUGUST 2025**

TIME: **6:00 PM**

VENUE: **ONLINE VIA THE ZOOM MEETING PLATFORM**

PRESENT:

Becky Anemouri	LOT 2
Jacob Maiolo	LOT 4
Nileshkumar Bhatt	LOT 5
Alice Parente and Stefan Parente	LOT 6

PRESENT BY PROXY:

Carmel Pavia by proxy to the rep of Stratarama	LOT 1
Marta Horkavson by proxy to the rep of Stratarama	LOT 3
Marta Horkavson by proxy to the rep of Stratarama	LOT 7

IN ATTENDANCE:

Heidi Spezzano representing Stratarama Pty Ltd

PROCEEDINGS

QUORUM: The Manager declared that a quorum was in attendance at this meeting, by way of attendance and/or proxy with 7 of 7 Lots represented.

It is noted that where an Owner is unfinancial at a meeting, they do not form a part of the total quorum.

Declaration of Interest: All Members (or Nominee) must declare any interest that they may have in relation to any matters being discussed or determined at this meeting. These pecuniary interests may be either direct or indirect in nature. No interests were declared at this meeting.

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

1. **Appointment of a Chairperson:**
   In accordance with current legislation, the representative from Stratarama may only chair the meeting if a majority of Members present or represented by proxy are in favour. Stratarama have no rights to vote at this meeting, except where exercising a proxy vote in accordance with the wishes of a Member, as their proxy. The Manager advised Members as to the proxies recorded for the meeting and advised that these are available for inspection.

   It was agreed by Ordinary Resolution that the Manager would act as the Secretary for this meeting, chair and record the minutes.

   MOTION CARRIED

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 70 of 99

2. **Acceptance of Previous Minutes:**
Minutes of the last meeting held by the group on **06/08/2024** were resolved by Ordinary Resolution as a true and correct record of the meeting.

MOTION CARRIED

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

3. **Acceptance of Financial reports/ Statements:**
It was resolved by Ordinary Resolution that the Statement of accounts for the financial period ending **30/06/2025,** were circulated to all members for review, prior to the meeting, and were accepted by the members.

MOTION CARRIED

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

4. **Appointment of Manager/ Management:**
It was resolved by Ordinary Resolution that:
- Stratarama Pty Ltd and/or their Nominee be appointed to assist the Corporation with management services. These services are those delegated as per the **Community Titles Act 1996.**
- Stratarama be remunerated by a primary annual management fee of $1,596.04 inclusive of GST.
- Stratarama be remunerated for other service fees as outlined in the management agreement. The Presiding Officer is authorised and instructed to sign this agreement.
- The appointment be made for a period of 12 months from the date of this meeting and that upon expiry, management will continue on a month by month basis until the next meeting or the delegation of powers is revoked.
- Anthony Johnson be appointed as Public Officer to act on behalf of the group in all taxation related matters.
- The services provided by Stratarama Pty Ltd are in accordance with the **Community Titles Act 1996** and per the details outlined in the explanatory pamphlet (available from stratarama.com.au and by direct request of the Member).

MOTION CARRIED

5. **Election of Office Bearers & Committee:**
It was resolved by Ordinary Resolution that the following appointments be made for the coming period:

• Presiding Officer:	Becky Anemouri	LOT 2
• Treasurer:	Becky Anemouri	LOT 2
• Secretary:	Becky Anemouri	LOT 2

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

- All Office Bearers are listed above

MOTION CARRIED

Notes:

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

*The Committee may be empowered by the Corporation to make further decisions at properly convened Committee meetings. Committee meetings must be held in accordance with the Community Titles Act 1996. An Agenda needs to be forwarded to all Committee Members and proper meeting minutes detailing the decisions made must be kept (copies to be held in the Corporation records).

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 71 of 99

6. Insurance; review of Policies and Sums Insured:

Stratarama advised the Corporation that **Section 103 (1) of the Community Titles Act 1996** requires the Corporation Owners to insure **the common property** for full replacement value or reinstatement value. In accordance with Section 103 (1)(b) a Community Strata scheme generally includes the buildings as common property and in these instances (where shown in the Act, plan or scheme description/ by-laws) the group will ensure the buildings collectively.

In Community schemes however the **buildings with-in a Lot are not common property and must be insured individually by the Lot Owner**. In accordance with Section 103 (1)(b) a Community Owner also has a responsibility to insure any part of their property including a party wall (building or structure) providing support or shelter to another building or structure on another Lot or common property.

This Corporation insurers: All Buildings and common property collectively

Insurance Policy Breakdown:

Building Cover:	$3,060,000.00	
Public/ Legal Liability:	$30,000,000.00	
Office Bearers Cover:	$500,000.00	
Fidelity Guarantee Cover:	$100,000.00	
Catastrophe Cover:	Not Selected	
Flood inclusion Cover:	Refer Policy details	
Excess:	$1,000.00 on all claims	
Last Valuation report:	$3,060,000.00	Dated: 11/10/2024
Current Insurer:	Strata Community Insurance	Expires: 04/10/2025

Insurance General notes and Reminders:

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

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

a) Insurance cover decision:

Owners decided by Ordinary Resolution whether the insurance affected should be varied, or extended and agreed to retain the existing level of cover at this time. Further the Manager will seek an alternative quote closer to renewal.

MOTION CARRIED

b) Insurance Valuation:

Upon confirmation of the recent valuation carried out and noted above, it was resolved by Ordinary Resolution that the Corporation would not engage the services of a licensed Insurance Valuer at this time.

MOTION CARRIED

c) Insurance Renewal, Manager Authority:

It was resolved by Ordinary Resolution that the Manager be authorised to instruct and assist the Corporations nominated insurer (or Broker where applicable) to deal with the next insurance renewal matter, obtain insurance quotations, and adjust/amend/add/delete cover for the forthcoming policy year for submission to the Corporation. Per direction of the Members at a meeting of the Corporation, or as instructed by the Office Bearers.

MOTION CARRIED

Disclosure notes: It is noted that Stratarama Pty Ltd may receive a commission for placing your insurance of up to 20% of the base premium. Any commissions payable to Stratarama are disclosed in our management agreement. The commission received from the Insurer is a fee for service to act on behalf of the Corporation to assist with the obtaining of quotes, valuations, liaison between clients, insurer and trades, excess recovery, payments and the claims process.

d) Insurance Renewal, Instructions:

It was resolved by Ordinary Resolution that the Manager forward any insurance quotations, including any written advice and disclosure summary to the Committee or Office Bearers for consideration. To ensure that the Corporation continues to hold insurance that meets requirements of the Act, the Manager is given authorisation to place the insurance for the forthcoming policy year, including in the event that, the Manager receives no response prior to the expiry of the insurance policy.

MOTION CARRIED

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 72 of 99

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

General Insurance notes not relating to the Corporations Policy:

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

7. **General Business / Maintenance:**
   a) **Grounds' Maintenance:** Members discussed and confirmed the current grounds' Maintenance arrangement without amendment.

MOTION CARRIED

   b) **Gutter Cleaning:** Members discussed scheduling the next gutter cleaning works and agreed to reschedule this in May 2026 prior to next winter.

MOTION CARRIED

   c) **Driveway:** Members discussed the driveway works that are pending and agreed to obtain updated quotes to re-bitumize or concrete the whole surface. The driveway is reportedly beyond repair and various patch work have been carried out over previous years however, the latest quote indicated it requires to be replaced altogether. Quotes to be procured from TM Civil Services for concreting, Action Line Marking to bitumize, Saud Asphalt and Concrete to provide updated quotes for both bitumen and concrete and an updated quote from Black Top to re-bitumize the surface. Members agreed to circulate these quotes via extraordinary general meeting to move a motion to select a preferred Contractor and proceed with the works. Members also noted that should there be any difference in the existing sinking fund balance and the selected quote, Members will consider raising a special levy for the difference in order to proceed with the work rather than delaying any further.

MOTION CARRIED

   d) **Front Brick Fence:** Members discussed the condition of the front brick fence to the Corporation and agreed to defer this itemfor further discussion the next annual general meeting.

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

8. **Administrative Fund Budget:**
The budget for the coming period was presented by the Manager as circulated with the agenda of meeting. It was resolved by Ordinary Resolution that the proposed budget be accepted with contributions being set annually at **$12,000.00** increased from $10,000.00.

Contributions will be raised quarterly according to unit entitlement, as per the budget schedule attached. If the costs met by the Corporation in this period is less than the projected budget, the surplus funds will be carried over for future maintenance costs.

MOTION CARRIED

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

The budget for the coming period was presented by the Manager. It was resolved by Ordinary Resolution that the proposed budget be accepted with contributions being set annually at **$30,000.00.**

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

MOTION CARRIED

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 73 of 99

Levies Due: Levies will fall due on the following dates – 1st October, 1st January, 1st April and 1st July 2026

The Manager advised Members that a Sinking fund projection for 10 years can be obtained from a Quantity Surveyor where requested by the Corporation. There is no requirement on Members to obtain a Quantity Survey Sinking forecast, nor for Members to act upon any budget presented. Stratarama takes no responsibility for any forecast provided by Stratarama direct or decisions made by the group when setting a sinking fund contribution.

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

MOTION CARRIED

11. **Levy Arrears/ recovery of overdue contributions:**
It was resolved by Unanimous Resolution that in accordance with the governing legislation, the Corporation will apply interest to arrears at the amount of 15% per annum calculated daily. This interest will be applied where the payment of a contribution/ levy or levy/contribution instalment is not received with-in 30 days of the due date. The Presiding Officer and/or Committee is authorised to waive penalty interest charges in circumstances of extreme adversity at their discretion only.

MOTION CARRIED

Stratarama is authorised (with no further authority required) to take action to recover all associated costs relating to debt recovery from any Owner in arrears, including but not limited to legal fees, administrative costs, service fees, court fees, debt collection costs and commissions payable to third party debt collection providers and any other costs incurred. Motion carried unanimously.
Overdue notices are charge to the Owner from as follows: a) Stage 1 Debt recovery reminder $11.00 inc gst
b) Stage 2 Debt recovery reminder $22.00 inc gst c) Stage 3 Debt recovery reminder $33.00 inc gst

MOTION CARRIED UNANIMOUSLY

12. **Policies:**
Correspondence Delivery: Where possible it is recommended that Members supply an email address and that this is utilised for correspondence delivery so as to receive all notifications and information from Management and the Committee as soon as possible. Members are responsible for notifying management of any changes to their contact details (including Property management and Tenant details) ASAP to prevent delivery failure of notices, levies and other information which may result in additional fees and costs to the individual. These costs are recoverable per the above levy arrears policy.
Owner contact register: The Corporation is required to maintain a register of unit Owner contact information in accordance with the current legislation. This information is accessible by Members, and personal contact information may be provided to Contractors attending site.
Approvals, additions and alterations: Any approval sought by a unit Owner outside of the Annual General meeting may require a special meeting to be held to resolve the request. Any request sought which is for the exclusive benefit of one Owner, associated meeting costs would be the responsibility of that Owner. All proposed approvals and alterations must be placed on the Agenda of the upcoming meeting so that they can be considered by the Members per the legislative requirements.

13. **Approvals sought:**
All approvals proposed are to be voted on in accordance with current legislative requirements. These applications must be recorded on the Agenda for the meeting.
No approvals were sought at this meeting.

14. **Any Other Business:**
No other business was discussed at this meeting.

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 74 of 99

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

15. **Next Scheduled Meeting:**
The next AGM for your Corporation is tentatively scheduled to be held at 6:00PM on or around Wednesday the 9th September 2026 online via the Zoom meeting platform.

16. **Meeting Closure:**
There being no further business, attendees were thanked for their presence and the meeting declared closed at 7:00pm.

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 75 of 99

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	SRSC21006857
PDS AND POLICY WORDING	Strata Insurance - Product Disclosure Statement (PDS) & Policy Wording
THE INSURED	Community Corporation No. 41188
SITUATION	90 Hampstead Road, Broadview, SA, 5083
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 04/10/2026 Expiry Date: 4:00pm on 04/10/2027
INTERMEDIARY	Stratarama Pty Ltd
ADDRESS	74 Brighton Road, Glenelg East, SA, 5045
DATE OF ISSUE	29/09/2026

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	$3,213,000
		Common Area Contents	$32,130
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	$481,950
	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		$500,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		Not Included
SECTION 9	PART A	Government Audit Costs – Professional Fees	$25,000
	PART B	Appeal Expenses	$100,000
	PART C	Legal Defence Expenses	$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		$300,000
SECTION 11	Loss of Lot Market Value		Not Included

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

By-Laws 13094903

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 77 of 99

FORM LF1 (Version 1)
GUIDANCE NOTES AVAILABLE

Orig. LF 13094903

13:14 11-Apr-2019
16 of 19

320

SERIES NO	PREFIX
157	LF

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 PURPOSES ONLY

	AGENT CODE
LODGED BY: : Stevens Partners	STEV320
CORRECTION TO: : Stevens Partners	STEV320

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT (COPIES ONLY)

1.....

2.....

3.....

4.....

5.....

PICK-UP NO.	
CP	

CORRECTION	PASSED
FILED	19 AUG 2019

REGISTRAR-GENERAL

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 78 of 99

COMMUNITY PLAN NO. 41188

90 Hampstead Road Broadview SA 5083

BY-LAWS

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

.....

Jeffrey Howard Stevens of Level 1/86 Pirie Street Adelaide SA 5000

Dated 8/4/19

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 79 of 99

COMMUNITY TITLES ACT 1996

COMMUNITY CORPORATION NO. 41188

90 Hampstead Road Broadview SA 5083

INDEX

1. Definitions 3
2. Administration, Management and Control of Common Property 4
3. Use and Enjoyment of Common Property 4
4. Use and Enjoyment of Community Lots 5
5. Structural Alterations 5
6. Maintenance and Repair 5
7. Occupier's Obligation to maintain the lot in good condition 6
8. Disturbances 6
9. Insurance by Community Corporation 7
10. Contents Insurance 7
11. Public Liability Insurance 7
12. Assignment of Insurance Responsibilities 7
13. Water Consumption Charges 8
14. Pets 8
15. Scope of Common Property 9
16. Development of Community Lots 9
17. Internal Fencing 10
18. The Owner of a Community Lot must immediately notify the Community Corporation of 10
19. Display of advertisements 10
20. Offence 11
21. Community Corporation's Right to Recover Money 11
22. GST 11
23. Occupiers duties to be carried out by owner in certain cases 12
24. Easements Pursuant to Section 24 of the Act 12

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 80 of 99

COMMUNITY TITLES ACT 1996

COMMUNITY CORPORATION NO. 41188

90 Hampstead Road Broadview SA 5083

BY-LAWS

[The terms of these By-Laws are binding on the Community Corporation, the owners and occupiers of the community lots comprising the scheme and persons entering the community parcel. These By-Laws may only be amended or revoked by special resolution of the Community Corporation in accordance with Section 39 of the Community Titles Act.]

1. Definitions

In these By-Laws:-

1.1. "**Act**" means the Community Titles Act 1996;

1.2. "**Community Corporation**" means the Community Corporation created by the deposit of the Plan of Community Division in respect of which these By-Laws are lodged;

1.3. "**Community Lot**" means a community lot created by Plan of Community Division referred to above;

1.4. "**Community Parcel**" means the whole of the land comprised in the Plan of Community Division referred to above excluding any land thereby vested in a Council, the Crown or a prescribed authority;

1.5. "**GST legislation**" means A New Tax System (Goods and Services Tax) Act 1999;

1.6. "**GST**" means the goods and services tax established under the GST legislation;

1.7. "**Occupier**" of a lot includes, if the lot is unoccupied, the owner of the lot;

1.8. "**Site**" includes any area on the property comprising the Community Parcel;

1.9. Except where otherwise appears words shall have the same meanings as are set out in the act.

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 81 of 99

2. Administration, Management and Control of Common Property

The Community Corporation is responsible for the administration, management and control of the Common Property.

3. Use and Enjoyment of the Common Property

3.1. The Common Property is, subject to the Act and these By-Laws, for the common use and enjoyment of residents in the Community Scheme and their visitors.

3.2. A person bound by these By-Laws:

3.2.1. must not obstruct the lawful use of the Common Property by any person;

3.2.2. must not use the Common Property in a manner that unreasonably interferes with the use and enjoyment of the Common Property by the other persons bound by these By-Laws or their visitors;

3.2.3. must not make, or allow that person's visitors to make, undue noise in or about the Common Property;

3.2.4. must not interfere, or allow that person's visitors to interfere, with other people in the enjoyment of their rights in relation to the Common Property;

3.2.5. must not park a motor vehicle on the Common Property other than for the purposes of picking up and setting down passengers;

3.2.6. must take reasonable steps to ensure that their visitors do not park a motor vehicle on the Common Property;

3.2.7. must not repair motor vehicles on the Common Property;

3.2.8. must not drive a motor vehicle at a speed of greater than 10 km/hour on the Common Property;

3.2.9. must not damage or interfere with any landscaping on the Common Property;

3.2.10. must not use any portion of the Common Property for that person's garden;

3.2.11. must not display any sign, or any other conspicuous material of a similar nature on any part of the Common Property;

3.2.12. must not play games on the Common Property;

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 82 of 99

3.2.13. must not leave or store any items other than rubbish bins on the Common Property;

3.2.14. must not allow a visitor's motor vehicle to use the Common Property as access to a lot unless the visitor's motor vehicle can be parked entirely within the boundaries of a lot;

3.2.15. must not allow animals to roam on the Common Property;

3.2.16. must not damage or interfere with any improvements on the Common Property.

4. Use and Enjoyment of the Community Lots

A person may use a lot for residential purposes and for other purposes that are normally incidental or ancillary to the use of land for residential purposes but must not use the lot for any other purpose unless the use has been approved by the Community Corporation.

5. Structural Alterations

5.1. A person must not make a structural addition or alteration to a lot or carry out other building work on a lot without the approval of the Community Corporation given by special resolution.

5.2. This By-Law is in addition to the requirement of section 102 of the Act.

6. Maintenance and Repair

6.1. The owner of a lot must maintain and keep in good repair buildings, fences and other structural improvements to the lot (including paintwork and external finishes).

6.2. If the Community Corporation is of the opinion that a tree growing on a lot may cause a nuisance or hazard to any person, or may cause structural damage to any building or structure on the lot, the Community Corporation may, by notice in writing given personally or by post to the owner, require the owner to have the tree removed.

6.3. The owner must comply with a requirement under By-Law 6.2.

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 83 of 99

7. Occupier's obligation to maintain the lot in good condition

7.1. The occupier of a lot must keep the lot in a clean and tidy condition.

7.2. The occupier must properly maintain lawns and gardens in the lot.

7.3. The occupier of a lot must-

7.3.1. store garbage in an appropriate container that prevents the escape of unpleasant odours; and

7.3.2. comply with any requirements of a council, health or environment authority for the disposal of garbage.

7.4. The occupier of a lot must not-

7.4.1. bring or accept objects or materials on to the site of a kind that are likely to cause justified offence to the other members of the Community Corporation; or

7.4.2. allow refuse to accumulate so as to cause justified offence to others.

7.5. The occupier of a lot used for residential purposes must not without the consent of the Community Corporation use or store on the lot any explosive, noxious or other dangerous substances.

8. Disturbances

8.1. The owner of a Community Lot must not engage in conduct that unreasonably disturbs the occupier of another community lot or others who are lawfully on a Community Lot or the Common Property.

8.2. The owner of a Community Lot must ensure, as far as practicable, that persons who are brought or allowed on to the Community Lot or the Common Property by the owner do not engage in conduct that unreasonably disturbs the occupier of another Community Lot or others who are lawfully on a Community Lot or the Common Property.

8.3. In particular the occupier of a lot must ensure that noise emission from the lot, or from the area adjacent to the lot where invitees of the occupier are gathered for a party or other social occasion, is kept to a level where it will not disturb the occupants of other lots between the hours of 12am at night and 7am the following morning.

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 84 of 99

9. Insurance by Community Corporation

9.1. The Community Corporation shall effect such insurance as is required by Sections 103 and 104 of the Act.

9.2. An owner or occupier of a Community Lot must not, except with the approval of the Community Corporation, do anything that might:-

9.2.1. void or prejudice insurance effected by the Community Corporation; or

9.2.2. increase any insurance premium payable by the Community Corporation.

10. Contents Insurance

The owner of each Community Lot may insure their own contents and improvements contained within their Community Lot in accordance with their own requirements and the Community Corporation shall have not have responsibility in respect thereof.

11. Public Liability Insurance

The owner of each Community Lot shall effect and keep current in respect of their Community Lot a Public Risk Policy in a sum not less than the amount prescribed by law and must provide the Community Corporation as requested by the Community Corporation from time to time, evidence of a current policy of insurance effected by the proprietor in terms of this By-Law.

12. Assignment of Insurance Responsibilities

12.1. Notwithstanding any of the foregoing, any of the following functions may be assigned to the Community Corporation under Section 75 (1)(e) of the Act by a special resolution of the Community Corporation. The function of acting as agent for owners lots for the purpose of effecting insurance for Public Risk Insurance in respect of the Community Lots.

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 85 of 99

12.2. If the Community Corporation decides to exercise the function or functions conferred by By-Law 11 the Community Corporation will take out Public Risk Insurance in respect of all Community Lots up to a limit determined by the Community Corporation

12.3. The cost of the insurance is to be paid out of the Community Corporation's general funds.

13. Water Consumption Charges

13.1. Where there are not separate meters to each lot, the Community Corporation may by special resolution determine –

13.1.1. to transfer the responsibility back to each lot owner for payment of water consumption charges, and

13.1.2. the basis of the division of water cost between each lot owner.

14. Pets

14.1. Unless otherwise resolved by ordinary resolution of the Community Corporation an owner of a Community Lot is entitled:

14.1.1. to keep a maximum of one cat and or dog on a Community Lot and any dog must not exceed 10 kilograms in weight, every endeavour to keep pets within boundaries of a Community Lot must be made; and

14.1.2. if the occupier is a person who suffers from a disability - to keep a dog trained to assist the occupier in respect of that disability.

14.2. An owner of a Community Lot must not keep an animal on a Community Lot except as authorised by this section or by the Community Corporation.

14.3. Any animal kept on a lot by an owner or tenant must be removed and kept removed on the demand of the Community Corporation pursuant to an ordinary resolution.

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 86 of 99

14.4. The keeping of any animal or bird must comply with any conditions set by the Community Corporation.

15. Scope of Common Property

15.1. The Community Corporation may resolve by special resolution to include as Common Property any item of property or part thereof comprising the Community Scheme and require it to be maintained by the Community Corporation at its expense in particular any fence or fences on the Community Parcel.

15.2. An owner of a Community Lot shall not allow entry onto or upon the Common Property driveway any delivery, commercial vehicle or moving van in excess of two (2) tonne tare weight.

16. Development of Community Lots

16.1. The following By-Laws regulate any future development on the Community Lots, and the word "developer" means any person who conducts any development on the Community Lot.

16.2. The Community Corporation may by prior special resolution approve any development which would otherwise be in breach of these By-Laws.

16.3. The development of a lot must be consistent with development works approved by the Council.

16.4. Any development of any Community Lot which involves the alteration or destruction of the party wall, requires the prior written consent of the adjoining owner of the party wall.

16.5. The developer must only use the Community Lot for the purpose of a private residential dwelling.

16.6. The developer must not erect on the Community Lot a transportable dwelling house, caravan or other temporary dwelling.

16.7. The developer must not erect any fence, roof, garage or building of which the exterior is or contains galvanised iron or bright reflective material.

16.8. The developer must not paint or render the exterior walls of any building on the Community Lot which is not already painted or rendered.

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 87 of 99

16.9. The developer may only replace or repair the roof with colourbond or concrete tiled roofing (as the case may be) of a similar colour and quality of the existing roof (as far as possible).

16.10. The developer must not erect any satellite dish or similar receiver on any building on the Community Lot.

16.11. The developer must install paving which is of (as much as possible) the same quality as the paving on the common property. The paving must be consistent with the existing colour scheme of the paving.

16.12. The developer may only install air conditioning and heating units with the prior written consent of the Community Corporation. The Community Corporation may refuse consent if the unit:

16.12.1. will protrude from the exterior of the building on the lot;

or

16.12.2. otherwise cause excessive noise or disturbance to other occupiers of the lots in the community scheme.

17. Internal Fencing

The provision of *The Fencing Act 1975* (as amended) shall apply as between the owners of adjoining Community Lots.

18. The owner of a Community Lot must immediately notify the Community Corporation of:-

18.1. Any change in the ownership of the Community Lot or any change in the address of an owner, or

18.2. Any change in the occupancy of the Community Lot.

19. Display of advertisements

19.1. A person must not display any sign, advertisement, placard or banner on a lot or the Common Property without the approval of the Community Corporation.

19.2. However, this section does not prevent the display of an advertisement associated with the sale or letting of a lot which display shall comply with such conditions as may be determined by the Community Corporation.

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 88 of 99

20. Offence

A person who contravenes or fails to comply with a provision of these By-Laws is guilty of an offence. Maximum Penalty: $500.00. Any penalty imposed by the Community Corporation is payable within one month of the service of notice of the penalty or within such extended time as shall be allowed by the Community Corporation.

21. Community Corporation's Right to Recover Money

21.1. The Community Corporation may recover any money owing to it under the By-Laws as a debt.

21.2. An owner of a Community Lot must pay or reimburse the Community Corporation on demand the costs charges and expenses of the Community Corporation in connection with contemplated or actual enforcement, or preservation of any rights under the By-Laws in relation to the proprietor or occupier.

21.3. The costs, charges and expenses recoverable by the Community Corporation shall include without limitation, those expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration costs in connection with those events.

21.4. The Community Corporation may charge interest on any overdue monies owed by a proprietor or occupier of a lot to the Community Corporation at the rate of 15% per annum.

22. GST

22.1. If the costs incurred by the Community Corporation (referred to in clause 11) are a taxable supply under the GST legislation then:

22.1.1. the costs are calculated on a GST inclusive basis;

22.1.2. the owner of the Community Lot must pay the GST on the GST inclusive price;

22.1.3. the Community Corporation must, at the time of requesting payment provide the owner of the Community Lot with a tax invoice in accordance with the GST legislation;

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 89 of 99

22.1.4. if an adjustment event occurs as defined in the GST legislation then the corporation must provide an adjustment note within 7 days of the happening of the adjustment event.

23. Occupiers duties to be carried out by owner in certain cases

If a lot is unoccupied, any duties imposed on the occupier by these By-Laws are to be carried out by the owner.

24. Easements Pursuant to Section 24 of the Act

Without limiting the application of Section 24 of the Act to the Community Parcel, the following rights and easements exist between Community Lots themselves and between Community Lots and Common Property:

24.1. Rights of access to and from easements for the maintenance, repair and replacement of service infrastructure whether used in common by or serving in common Community Lots or only used by and only servicing an individual Community Lot; and

24.2. Party wall rights for support where there are common walls on a boundary between Community Lots.

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 90 of 99

Scheme Description 13094904

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 91 of 99

FORM LF1 (Version 1)
GUIDANCE NOTES AVAILABLE

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

LODGEMENT FOR FILING UNDER THE COMMUNITY TITLES ACT 1996

FORM APPROVED BY THE REGISTRAR-GENERAL

Orig. LF 13094904

13:14 11-Apr-2019
10:14 17 of 19 010
17 of 10

BELOW THIS LINE FOR OFFICE PURPOSES ONLY

SERIES NO	PREFIX
16	LF

	AGENT CODE
LODGED BY: : Stevens Partners	STEV320
CORRECTION TO: : Stevens Partners	STEV320

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT (COPIES ONLY)

1.....

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PICK-UP NO.	
CP	

CORRECTION	PASSED
FILED	19 AUG 2019

pro

REGISTRAR-GENERAL

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 92 of 99

COMMUNITY PLAN NO. 41188

90 Hampstead Road Broadview SA 5083

SCHEME DESCRIPTION

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

.....

Jeffrey Howard Stevens of Level 1/86 Pirie Street Adelaide SA 5000

Dated 8 / 4 / 19

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 93 of 99

COMMUNITY TITLES ACT 1996

COMMUNITY CORPORATION NO. 41188

90 Hampstead Road Broadview SA 5083

INDEX

1. Definitions. 3-4
2. Identification of the Community Parcel/Community Lots and Common Property 4
3. Purposes for which the Community Lots and the Common Property may be used..... 4
4. Standard of Buildings and other Improvements..... 4
5. Subsequent Stages of the Scheme..... 4
6. Developer's obligations to develop Community Lots 4
7. Developer's obligations to improve or develop Common Property..... 4
8. Other important features of the Scheme 5
9. Conditions of Approval 5

Annexure A – Development Approvals 6

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 94 of 99

COMMUNITY TITLES ACT 1996

COMMUNITY CORPORATION NO. 41188

90 Hampstead Road Broadview SA 5083

SCHEME DESCRIPTION

1. Definitions

In this Scheme Description unless the context otherwise require:

1.1. ***"Act"*** means the Community Titles Act 1996;

1.2. ***"Common Property"*** means the Common Property created by the Community Plan;

1.3. ***"Community Corporation"*** means Community Corporation No. 41188 Incorporated constituted in accordance with Part 9 of the Act and includes an officer, agent, servant, contractor or representative of the Community Corporation appointed in writing;

1.4. ***"Community Lot"*** means the Lots created as Community Lots upon the deposit of the community scheme to which this Scheme Description applies;

1.5. ***"Community Parcel"*** means the whole of the land comprised in the Community Plan;

1.6. ***"Community Plan"*** means Community Plan No.41188;

1.7. ***"Council"*** means City of Port Adelaide & Enfield;

1.8. ***"Developer"*** means Carmelina Incoranata Pavia and Luciano Pavia of 440 Gorge Road Athelstone SA 5076, Deborah Jane Maiolo of 1A Hanson Avenue Heathpool SA 5068, Marta Alicia Horkavson of 9 Geraldine Street Valley View SA 5093, Barbara Betty Greenslade of PO Box 245 Port Victoria SA 5578, Melva Jean Klei of Unit 6/90 Hampstead Road Broadview SA 5083, and David John Heier as Executor for the Estate of Reta Ellen Heier (Deceased) and may also include any other owner of the Community Parcel prior to or after the deposit of the Plan of Community Division;

1.9. ***"Development Lot"*** has the same meaning as in the Act;

1.10. ***"Land"*** means 90 Hampstead Road Broadview SA 5083 being the whole of the land in Certificates of Title Register Book Volume 6136 Folios 40 to 47 inclusive;

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 95 of 99

1.11. ***"Primary Plan"*** has the same meaning as in the Act;

1.12. ***"Secondary Plan"*** has the same meaning as in the Act;

1.13. ***"Tertiary Plan"*** has the same meaning as in the Act;

1.14. other words have the definition given to them in the Act;

1.15. a reference to any statue, regulation or council by-laws includes all amendments, consolidations or replacements of them;

1.16. one gender includes all the other genders;

1.17. the singular includes the plural and the other way around.

2. Identification of the Community Parcel/Lots and Common Property

2.1. The Community Parcel and the Community Lots and the Common Property into which the Community Parcel is to be divided are identified in the Community Plan lodged with the Registrar General.

2.2 The Community Plan is a Primary Plan being the division of the Land into Community Lots and Common Property.

2.3 There are no Development Lots.

2.4 The Community Parcel will comprise eight (8) Community Lots and Common Property as set out in the Community Plan.

3. Purpose for which the Community Lots and the Common Property may be used

3.1 The Community Lots may only be used for residential purposes.

3.2 The Common Property is used as a vehicular crossover and pedestrian access and to accommodate service infrastructure. The Corporation must maintain the Common Property in accordance with the development approval.

4. Standard of Buildings and other Improvements

4.1. Not Applicable. Existing Scheme converted to Community Titles Act.

5. Subsequent Stages of the Scheme

5.1. Not Applicable. Existing Scheme converted to Community Titles Act.

6. Developer's obligations to develop Community Lots

6.1. Not Applicable. Existing Scheme converted to Community Titles Act.

7. Developer's Obligations to improve or develop Common Property

7.1. Not Applicable. Existing Scheme converted to Community Titles Act.

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 96 of 99

8. Other important features of the Scheme

8.1 There is no Development Lot.

8.2 There is no division of the Community Lot by Secondary Plan.

9. Conditions of Approval

The scheme has been approved by the City of Port Adelaide & Enfield with various conditions met by the Developer. A copy of the decision notification form and conditions of development plan consent are attached to this Scheme Description.

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 97 of 99

ANNEXURE A

ENDORSEMENT BY THE RELEVANT DEVELOPMENT AUTHORITY

The Corporation of the City of Port Adelaide & Enfield hereby endorses this Scheme Description in accordance with Section 14(4)(d) of the Community Titles Act 1996 and confirms that:

1. All the consents or approvals required under the Development Act 1993 in relation to the division of land in accordance with the Scheme Description attached and the relevant plan of community division under the Community Titles Act 1996 have been granted for a Community Title Land Division of the land into eight (8) Community Lots and Common Property.

2. However, this endorsement does not limit the Council (or other relevant development authorities) right to refuse, or place conditions on, development approvals under the Development Act 1993 in relation to other development envisaged by the scheme or other authorisations still required.

SIGNED BY

..... GREGORY SPROULE, SENIOR PLANNING OFFICER
Delegate of the City of Port Adelaide & Enfield

WITNESS

..... JUSTIN CLERY

Date: 4/4/2019

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 98 of 99

Decision Notification Form
Development Act 1993, Schedule 11

City of
Port Adelaide Enfield

Development Application Number: 040/1325/17
D.A.C. Number: 040/C145/17
Development Application Dated: 02/06/2017
Registered on: 07/06/2017

To: Jerry Frankiw
The Centre
178 Main Rd
MCLAREN VALE SA 5171

on behalf of the owner:

Common Ownership
150 St Vincent St
PORT ADELAIDE SA 5015

Location of Proposed Development	90 Hampstead Rd BROADVIEW SA 5083 Allotment 22 F 101814 CT Vol 5118 Folio 800 Allotment 22 F 101814 CT Vol 5118 Folio 799 Allotment 22 F 101814 CT Vol 5118 Folio 798 Allotment 22 F 101814 CT Vol 5118 Folio 797 Allotment 22 F 101814 CT Vol 5118 Folio 796 Allotment 22 F 101814 CT Vol 6136 Folio 41 Allotment 22 F 101814 CT Vol 5118 Folio 794 Allotment 22 F 101814 CT Vol 5118 Folio 801
Nature of Proposed Development	Community title land division (040/C145/17) creating eight allotments from one allotment

In respect of this proposed development you are informed that:

Nature of Decision	Decision	No. of Conditions	Date of Decision
Development Plan Consent	Granted	1	19/07/2017
Land Division Consent	Granted	2	19/07/2017
Development Approval	Granted	3	19/07/2017

Application for a final land division certificate of approval under Section 51 of the Development Act 1993, together with the associated fee, must be lodged with the Development Assessment Commission (DAC) within 12 months of the date of this consent or approval, unless this period has been extended by the relevant authority. The final land division certificate of approval must then be obtained from DAC to complete the development within 3 years of the date of this consent or approval, unless this period has been extended by the relevant authority.

Signed ..... Greg Sproule, Planning Development Officer
Sheets Attached

Greatforms Signing Session ID: cfcb3145-fcc5-46c6-a903-940cfe2f5525, Executed: 14-Oct-2026 19:20 (ACDT), Page 99 of 99

CONDITIONS AND NOTES OF DEVELOPMENT APPROVAL

Development Planning Consent Conditions

1. Except where minor amendments may be required by other relevant Acts, or by conditions imposed by this application, the development is to be established in strict accordance with the endorsed plan of division for Development Application 040/1325/17 (040/C145/17).

Land Division Conditions

2. Payment of $53408 into the Planning and Development fund (8 allotments @ $6676/allotment). Payment may be made by credit card via the internet at www.edala.sa.gov.au or by phone (7109 7018), by cheque payable to the Development Assessment Commission marked "Not Negotiable" and sent to GPO Box 1815, Adelaide 5001 or in person by cheque or card, at Level 5, 50 Flinders Street, Adelaide.

3. A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the Development Assessment Commission for Land Division Certificate purposes.

Development Plan Consent Notes

- The granting of this consent does not remove the need for the applicant to obtain all other consents that may be required by other statutes or regulations. The applicant is also reminded that unless specifically stated, conditions from previous relevant development approvals remain active.



Greg Sproule
Planning Development Officer
19/07/2017