

# MAGAIN

Denham Property Sales Pty Ltd T/A Magain Real Estate  
Shop 2, 515 Brighton Road, Brighton 5048  
Tel: 08 8398 1494 Agent No: 299713

## FORM 1 - Vendor's Statement

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

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### Preliminary

#### To the purchaser:

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

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

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

#### Instructions to the vendor for completing this statement:

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

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

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

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

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

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

### PART A – PARTIES AND LAND

#### 1 Purchaser:

Address:

#### 2 Purchaser's registered agent:

Address:

#### 3 Vendor:

Rosalind Ann Hardy

Address:

Unit 2/1A Mitchell Street, Glengowrie SA 5044

#### 4 Vendor's registered agent:

Denham Property Sales Pty Ltd T/A Magain Real Estate

Address:

Shop 2, 515 Brighton Road, Brighton 5048

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

#### 6 Description of the land:

[Identify the land including any certificate of title reference]

The land situated at Unit 2/1A Mitchell Street, Glengowrie SA 5044 and being whole of the land in Certificate of Title Volume 5009 Folio 60 and being whole of Unit 2 Strata Plan 7541 in the Area named Glengowrie in the Hundred of Noarlunga

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

**To the purchaser:**

**Right to cool-off (section 5)**

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

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

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

**2 – Time for service**

The cooling-off notice must be served–

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

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

**3 – Form of cooling-off notice**

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

**4 – Methods of service**

The cooling-off notice must be–

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

Unit 2/1A Mitchell Street, Glengowrie SA 5044

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

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

travis@magain.com.au

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

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

Shop 2, 515 Brighton Road, Brighton 5048

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

**Note–**

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

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

**5 – Effect of service**

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

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

**Proceeding with the purchase**

If you wish to proceed with the purchase—

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

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

**To the purchaser:**

\*I / ~~We~~,

Rosalind Ann Hardy \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

of

Unit 2/1A Mitchell Street, Glengowrie SA 5044 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

**PART D – CERTIFICATE WITH RESPECT TO PRESCRIBED INQUIRIES BY REGISTERED AGENT  
(section 9)**



**To the purchaser:**

I,

Travis Denham \_\_\_\_\_

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

Exceptions:

NIL \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**SCHEDULE – DIVISION 1**

**PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES AFFECTING THE LAND**

(section 7(1)(b))

Note –

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

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

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

**TABLE OF PARTICULARS**

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

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

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

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

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

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

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

Column 1	Column 2	Column 3
<b>1. General</b>		
<p><b>1.1 Mortgage of land</b></p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p> <p style="text-align: center; font-size: 2em; opacity: 0.5;">N/A</p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Number of mortgage (if registered):</p> <p>Name of mortgagee:</p>	<p><input type="checkbox"/></p> <p>YES/NO</p> <p>YES/NO</p>
<p><b>1.2 Easement</b></p> <p>(whether over the land or annexed to the land)</p> <p><b>Note -</b> "Easement" includes rights of way and party wall rights.</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to Property Interest Report (Page 12)</p> <p>Description of land subject to easement:</p> <p>Refer to Property Interest Report (Page 12)</p> <p>Nature of easement:</p> <p>Electricity and Telecommunications Infrastructure - Building Restrictions and Statutory Easements (including those related to gas, water and sewage)</p> <p>Are you aware of any encroachment on the easement?</p> <p>NO</p> <p>(If YES, give details):</p> <p>If there is an encroachment, has approval for the encroachment been given?</p> <p>(If YES, give details):</p>	<p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>
<p><b>1.3 Restrictive covenant</b></p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p> <p style="text-align: center; font-size: 2em; opacity: 0.5;">N/A</p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Nature of restrictive covenant:</p> <p>Name of person in whose favour restrictive covenant operates:</p> <p>Does the restrictive covenant affect the whole of the land being acquired?</p> <p>(If NO, give details):</p> <p>Does the restrictive covenant affect land other than that being acquired?</p>	<p><input type="checkbox"/></p> <p>YES/NO</p> <p>YES/NO</p>

Column 1	Column 2	Column 3
<p><b>1.4 Lease, agreement for lease, tenancy agreement or licence</b></p> <p>(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.)</p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i> If <b>YES</b>, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Names of parties:</p> <p>Period of lease, agreement for lease etc: From: To: Amount of rent or licence fee: per (period)</p> <p>Is the lease, agreement for lease etc in writing?</p> <p>If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify- (a) the Act under which the lease or licence was granted:  (b) the outstanding amounts due (including any interest or penalty):</p>	<p><input type="checkbox"/></p> <p>YES/NO</p> <p>YES/NO</p>
<p><b>5. Development Act 1993 (repealed)</b></p>		
<p><b>5.1 section 42 - Condition (that continues to apply) of a development authorisation</b></p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i> If <b>YES</b>, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Condition(s) of authorisation:</p>	<p><input type="checkbox"/></p> <p>YES/NO</p> <p>YES/NO</p>
<p><b>6. Repealed Act conditions</b></p>		
<p><b>6.1 Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed)</b></p> <p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i> If <b>YES</b>, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Refer to City of Marion Council Searches Nature of condition(s): Refer to City of Marion Council Searches</p>	<p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>
<p><b>7. Emergency Services Funding Act 1998</b></p>		
<p><b>7.1 section 16 - Notice to pay levy</b></p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i> If <b>YES</b>, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Refer to Certificate of Emergency Services Levy Payable Date of notice: 12/11/2025 Amount of levy payable: \$0.00</p>	<p><input checked="" type="checkbox"/></p> <p>YES</p> <p>YES</p>

Column 1	Column 2	Column 3
<b>19. Land Tax Act 1936</b>		
19.1 Notice, order or demand for payment of land tax	<p><b>Is this item applicable?</b></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b></p> <p><b>Are there attachments?</b></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to Certificate of Lan Tax Payable</p> <p>Date of notice, order or demand: 12/11/2025</p> <p>Amount payable (as stated in the notice): \$0.00</p>	<p><input checked="" type="checkbox"/></p> <p>YES</p> <p>YES</p>
<b>29. Planning, Development and Infrastructure Act 2016</b>		
29.1 Part 5 - Planning and Design Code	<p><b>Is this item applicable?</b></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b></p> <p><b>Are there attachments?</b></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to City of Marion council Searches &amp; Plan SA section 7 Report</p> <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):</p> <p>Refer to City of Marion council Searches &amp; Plan SA section 7 Report</p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area? NO</p> <p>Is the land designated as a local heritage place? NO</p> <p>Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? NO</p> <p>Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? NO</p> <p><b>Note-</b> For further information about the Planning and Design Code visit <a href="https://code.plan.sa.gov.au">https://code.plan.sa.gov.au</a>.</p>	<p><input checked="" type="checkbox"/></p> <p>NO</p> <p>YES</p>
<p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p>		
29.2 section 127 - Condition (that continues to apply) of a development authorisation	<p><b>Is this item applicable?</b></p> <p><b>Will this be discharged or satisfied prior to or at settlement?</b></p> <p><b>Are there attachments?</b></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p>	<p><input type="checkbox"/></p> <p>YES/NO</p> <p>YES/NO</p>
<p><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i></p> <p style="font-size: 2em; text-align: center;">N/A</p>		

Column 1	Column 2	Column 3
<b>34. Water Industry Act 2012</b>		
34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p><i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i></p> <p>Refer to Certificate of Water and Sewer Charges &amp; Encumbrance Information</p> <p>Date of notice or order: 12/11/2025</p> <p>Name of person or body who served notice or order: SA Water</p> <p>Amount payable (if any) as specified in the notice or order: \$176.30</p> <p>Nature of other requirement made (if any) as specified in the notice or order: Refer to Certificate of Water and Sewer Charges &amp; Encumbrance Information</p>	<input checked="" type="checkbox"/> <b>YES</b> <b>YES</b>

## SCHEDULE – DIVISION 2

### OTHER PARTICULARS

(section 7(1)(b))

#### Particulars relating to strata unit



- 1 Name of strata corporation:  
Strata Plan 7541  
Address of strata corporation:  
1A Mitchell Street, GLENGOWRIE SA 5044
- 2 Application must be made in writing to the strata corporation for the particulars and documents referred to in 3 and 4. Application must also be made in writing to the strata corporation for the articles referred to in 6 unless the articles are obtained from the Lands Titles Registration Office.
- 3 Particulars supplied by the strata corporation or known to the vendor:
  - (a) particulars of contributions payable in relation to the unit (including details of arrears of contributions related to the unit):  
Particulars supplied (Pursuant to Section 41 – Strata Titles Act 1988)
  - (b) particulars of the assets and liabilities of the strata corporation:  
Particulars supplied (Pursuant to Section 41 – Strata Titles Act 1988)
  - (c) particulars of expenditure that the strata corporation has incurred, or has resolved to incur, and to which the unit holder of the unit must contribute, or is likely to be required to contribute:  
Particulars supplied (Pursuant to Section 41 – Strata Titles Act 1988)
  - (d) particulars of the unit entitlement of the unit:  
Particulars supplied (Pursuant to Section 41 – Strata Titles Act 1988)

*[If any of the above particulars have not been supplied by the strata corporation by the date of this statement and are not known to the vendor, state "not known" for those particulars.]*
- 4 Documents supplied by the strata corporation that are enclosed:
  - (a) a copy of the minutes of the general meetings of the strata corporation and management committee  
\*for the 2 years preceding this statement/since the deposit of the strata plan;  
*(\*Strike out or omit whichever is the greater period)*  
YES
  - (b) a copy of the statement of accounts of the strata corporation last prepared;  
YES
  - (c) a copy of current policies of insurance taken out by the strata corporation.  
YES

*[For each document indicate (YES or NO) whether or not the document has been supplied by the strata corporation by the date of this statement.]*
- 5 If "not known" has been specified for any particulars in 3 or a document referred to in 4 has not been supplied, set out the date of the application made to the strata corporation and give details of any other steps taken to obtain the particulars or documents concerned:

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6 A copy of the articles of the strata corporation is enclosed.

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

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

Name:

Stratarama

Address:

74 Brighton Road Glenelg SA 5045

**Note—**

- (1) A strata corporation must (on application by or on behalf of a current owner, prospective purchaser or other relevant person) provide the particulars and documents referred to in 3(a)-(c), 4 and 6 and must also make available for inspection its accountancy records and minute books, any contract with a body corporate manager, the register of unit holders and unit holder entitlements that it maintains, and any documents in its possession relating to the design and construction of the buildings or improvements on the site or relating to the strata scheme.
- (2) Copies of the articles of the strata corporation may also be obtained from the Lands Titles Registration Office.
- (3) All owners of a strata unit are bound by the articles of the strata corporation. The articles regulate the rights and liabilities of owners of units in relation to their units and the common property and matters of common concern.
- (4) For a brief description of some of the matters that need to be considered before purchasing a strata unit, see Division 3 of this Schedule.

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

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

**Governance**

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

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

**Use of your property**

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

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

**Are you buying a debt?**

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

**Expenses**

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

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

**Guarantee**

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

**Contracts**

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

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

**Buying off the plan**

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

**Mixed use developments - voting rights**

You may be buying into a group that is run by several different community corporations. This is common in mixed use developments, for example, where a group of apartments is combined with a hotel or a group of shops. If there is more than 1 corporation, then you should not expect that all lot owners in the group will have equal voting rights. The corporations may be structured so that, even though there are more apartments than shops in the group, the shop owners can outvote the apartment owners on some matters. Make enquiries so that you understand how many corporations there are and what voting rights you will have.

**Further information**

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

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

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

You can also seek advice from a legal practitioner.



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

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

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

### Safety

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



## Enjoyment

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

## Value

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

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

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

REAL PROPERTY ACT, 1886



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



## Certificate of Title - Volume 5009 Folio 60

Parent Title(s) CT 4294/992  
Creating Dealing(s) CONVERTED TITLE  
Title Issued 21/01/1991 Edition 8 Edition Issued 30/01/2019

### Estate Type

FEE SIMPLE (UNIT)

### Registered Proprietor

ROSALIND ANN HARDY  
OF UNIT 2 1A MITCHELL STREET GLENGOWRIE SA 5044

### Description of Land

UNIT 2 STRATA PLAN 7541  
IN THE AREA NAMED GLENGOWRIE  
HUNDRED OF NOARLUNGA

### Easements

NIL

### Schedule of Dealings

NIL

### Notations

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

NOTE : PORTION OF COMMON PROPERTY

MARKED 'A' AND 'D' HEREON ARE SUBJECT TO EASEMENTS TO THE CORPORATION OF THE CITY OF MARION VIDE CT. 2920/22 AND SED. 15898 D RESPECTIVELY.

EXTINGUISH EASEMENT A AND D VIDE VE 13348188 PRO R-G- 11/12/2020

EASEMENT B ADDED VIDE TG 13348189 PRO R-G- 11/12/2020

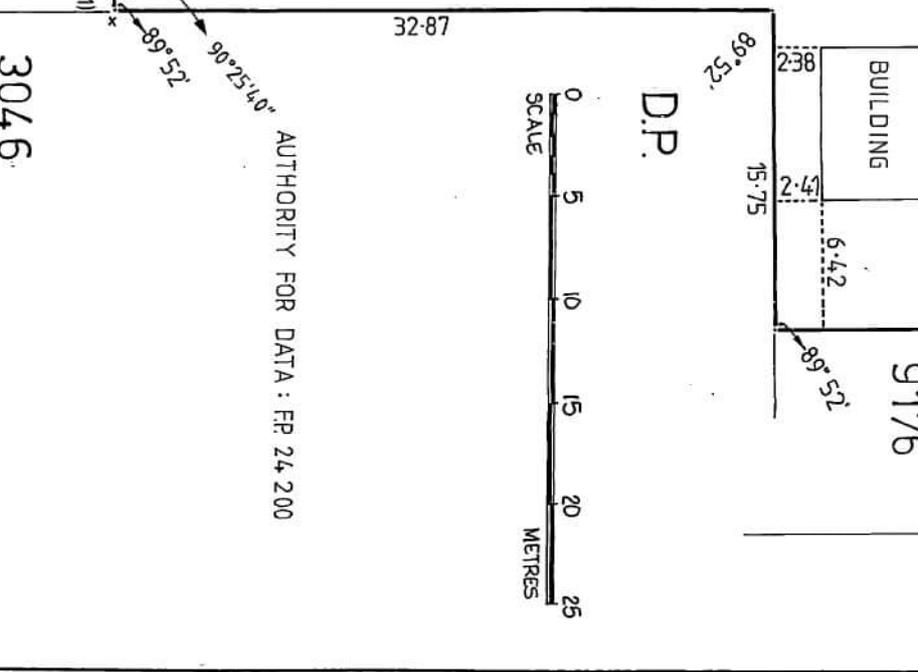
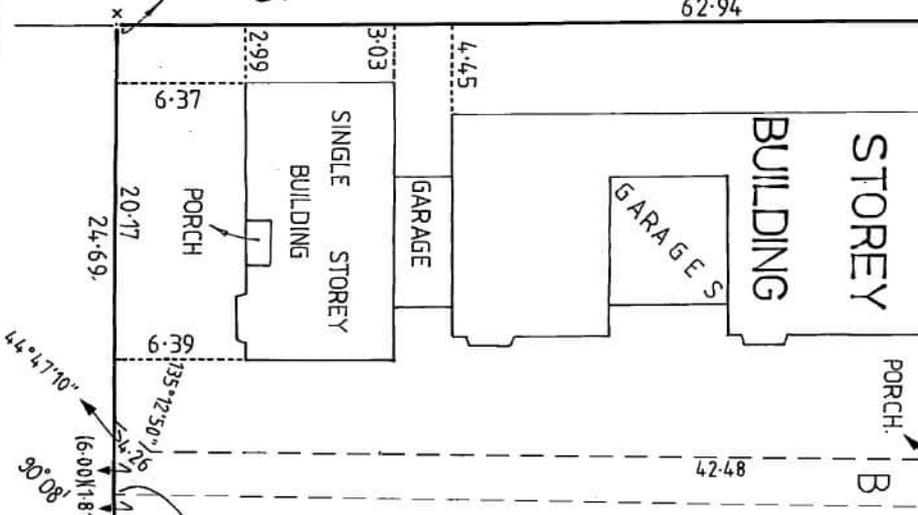
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FOREST, GRIGULIS & ASSOCS. Pty. Ltd.  
25 PIRIE STREET, ADELAIDE, 5000  
PHONE : 212 7568  
REFERENCE : 86181

MITCHELL

STREET



AUTHORITY FOR DATA : EP 24.200

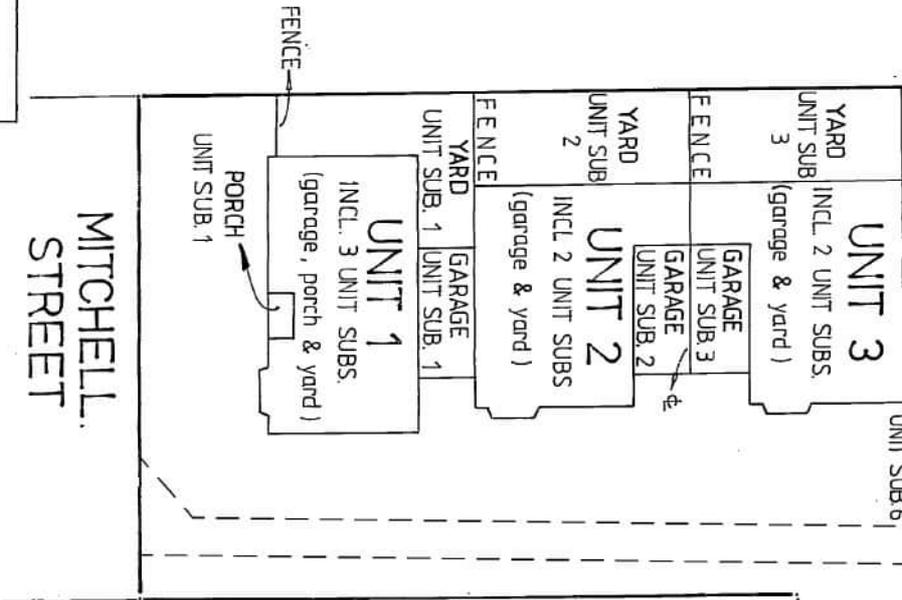
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FOREST, GRIGULIS & ASSOCS. Pty Ltd.  
25 PIRIE STREET, ADELAIDE, 5000  
PHONE : 212 7568  
REFERENCE : 86181



MITCHELL STREET

NOTE : THE LOWER AND UPPER BOUNDARIES OF THE UNIT SUBSIDIARIES SHOWN AS YARDS ARE EXISTING GROUND LEVEL 4.00 METRES ABOVE EXISTING GROUND RESPECTIVELY EXCEPT WHERE LIMITED IN HEIGHT TO THE UNDERSIDE OF THE EAVES OF THE EXISTING BUILDINGS. THE BOUNDARY OF A UNIT SUBSIDIARY, WHERE IT ABUTS A UNIT, IS A PLANE PARALLEL TO AND 0.02 METRES DISTANT FROM THE EXTERNAL SURFACE OF THE WALL OF THAT UNIT.

# SCHEDULE OF UNIT ENTITLEM

UNIT NO	UNIT ENTITLEMENT	UNIT NO	UNIT ENTITLEMENT
1	160		
2	140		
3	130		
4	130		
5	150		
6	140		
7	150		
AGGREGATE	1,000	AGGREGATE	

AGG

CO

PRO

MICROF

**28-4**

# Property Interest Report

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

Title Reference	CT 5009/60	Reference No. 2729644
Registered Proprietors	R A*HARDY	Prepared 11/11/2025 16:24
Address of Property	Unit 2, 1A MITCHELL STREET, GLENGOWRIE, SA 5044	
Local Govt. Authority	THE CORPORATION OF THE CITY OF MARION	
Local Govt. Address	PO BOX 21 OAKLANDS PARK SA 5046	

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

## Table of Particulars

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

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

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

### 1. General

- |     |  |  |
|-----|--|--|
| 1.1 | Mortgage of land<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>  | Refer to the Certificate of Title  |
| 1.2 | Easement<br>(whether over the land or annexed to the land)<br><br>Note--"Easement" includes rights of way and party wall rights<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>   | Refer to the Certificate of Title  |
| 1.3 | Restrictive covenant<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>  | Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance |
| 1.4 | Lease, agreement for lease, tenancy agreement or licence<br>(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title<br><br>also<br><br>Contact the vendor for these details    |
| 1.5 | Caveat   | Refer to the Certificate of Title  |
| 1.6 | Lien or notice of a lien   | Refer to the Certificate of Title  |

### 2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

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

## 6. Repealed Act conditions

- 6.1 Condition (that continues to apply) of an approval or authorisation granted under the *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)  
State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title  
also  
Contact the Local Government Authority for other details that might apply
- [Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*

## 7. Emergency Services Funding Act 1998

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

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

**17. Land Acquisition Act 1969**

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

Act

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

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

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

## 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
<b>25. <i>Native Vegetation Act 1991</i></b>		
25.1	Part 4 Division 1 - Heritage agreement	DEW Native Vegetation has no record of any agreement affecting this title  also  Refer to the Certificate of Title
25.2	section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider	DEW Native Vegetation has no record of any agreement affecting this title  also  Refer to the Certificate of Title
25.3	section 25D - Management agreement	DEW Native Vegetation has no record of any agreement affecting this title  also  Refer to the Certificate of Title
25.4	Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation	DEW Native Vegetation has no record of any refusal or condition affecting this title
<b>26. <i>Natural Resources Management Act 2004 (repealed)</i></b>		
26.1	section 97 - Notice to pay levy in respect of costs of regional NRM board	The regional landscape board has no record of any notice affecting this title
26.2	section 123 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
26.3	section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
26.4	section 135 - Condition (that remains in force) of a permit	The regional landscape board has no record of any notice affecting this title
26.5	section 181 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
26.6	section 183 - Notice to prepare an action plan for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
26.7	section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
26.8	section 187 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
26.9	section 193 - Protection order to secure compliance with specified provisions of the Act	The regional landscape board has no record of any order affecting this title
26.10	section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any order affecting this title
26.11	section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any authorisation affecting this title
<b>27. <i>Outback Communities (Administration and Management) Act 2009</i></b>		
27.1	section 21 - Notice of levy or contribution payable	Outback Communities Authority has no record affecting this title

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

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

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

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

has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.8 section 157 - Fire safety notice

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

also

Contact the Local Government Authority for other details that might apply

29.9 section 192 or 193 - Land management agreement

Refer to the Certificate of Title

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for details relevant to this item

also

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

### 30. *Plant Health Act 2009*

30.1 section 8 or 9 - Notice or order concerning pests

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

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

31.1 Part 3 - Notice

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

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

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

## Additional Information

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

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

## Notices

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

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

#### Building restrictions

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

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

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

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

#### Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

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

Water Resources Management - Taking of underground water

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

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

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

## Certificate of Title

Title Reference CT 5009/60  
Status CURRENT  
Easement NO  
Owner Number 13801886  
Address for Notices UNIT 2, 1A MITCHELL ST GLENGOWRIE, SA 5044  
Area NOT AVAILABLE

## Estate Type

Fee Simple (Unit)

## Registered Proprietor

ROSALIND ANN HARDY  
OF UNIT 2 1A MITCHELL STREET GLENGOWRIE SA 5044

## Description of Land

UNIT 2 STRATA PLAN 7541  
IN THE AREA NAMED GLENGOWRIE  
HUNDRED OF NOARLUNGA

## Last Sale Details

Dealing Reference TRANSFER (T) 13051994  
Dealing Date 15/01/2019  
Sale Price \$395,000  
Sale Type FULL VALUE / CONSIDERATION AND WHOLE OF LAND

## Constraints

Encumbrances

NIL

Stoppers

NIL

## Valuation Numbers

Valuation Number	Status	Property Location Address
1019986126	CURRENT	Unit 2, 1A MITCHELL STREET, GLENGOWRIE, SA 5044

## Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

### Registrar-General's Notes

NIL

### Administrative Interests

NIL

## Valuation Record

Valuation Number	1019986126
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/1987
Property Location	Unit 2, 1A MITCHELL STREET, GLENGOWRIE, SA 5044
Local Government	MARION
Owner Names	ROSALIND ANN HARDY
Owner Number	13801886
Address for Notices	UNIT 2, 1A MITCHELL ST GLENGOWRIE, SA 5044
Zone / Subzone	GN - General Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1310 - Ground Floor Home Unit Only
Description	5H/UNIT G
Local Government Description	Residential

## Parcels

Plan/Parcel	Title Reference(s)
S7541 UNIT 2	CT 5009/60

## Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$355,000	\$630,000			
Previous	\$330,000	\$540,000			

## Building Details

Valuation Number	1019986126
Building Style	Colonial

Year Built	1986
Building Condition	Very Good
Wall Construction	Brick
Roof Construction	Tiled (Terra Cotta or Cement)
Equivalent Main Area	104 sqm
Number of Main Rooms	5

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

## Certificate of Title

Title Reference: CT 5009/60  
 Status: CURRENT  
 Parent Title(s): CT 4294/992  
 Dealing(s) Creating Title: CONVERTED TITLE  
 Title Issued: 21/01/1991  
 Edition: 8

## Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
16/01/2019	30/01/2019	13051994	TRANSFER	REGISTERED	ROSALIND ANN HARDY
16/01/2019	30/01/2019	13051993	DISCHARGE OF MORTGAGE	REGISTERED	12362348
10/07/2015	12/08/2015	12362348	MORTGAGE	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)
10/07/2015	12/08/2015	12362347	TRANSFER	REGISTERED	BRIAN CRAIG SEIDEL, AMANDA FAYE SEIDEL
21/12/2010	04/02/2011	11512927	TRANSFER	REGISTERED	RUTH ELIZABETH DENNIS
04/12/2009	17/12/2009	11305243	TRANSMISSION APPLICATION	REGISTERED	VIOLA HILDA BACHE (DECD), PHILIP WILLIAM BACHE (EXEL)
09/06/1994	07/07/1994	7732969	TRANSFER	REGISTERED	VIOLA HILDA BACHE
09/06/1994	07/07/1994	7732968	DISCHARGE OF MORTGAGE	REGISTERED	7310315
09/06/1992	17/07/1992	7310315	MORTGAGE	REGISTERED	AUSTRALIA & NEW ZEALAND BANKING GROUP LTD.
09/06/1992	17/07/1992	7310314	TRANSFER	REGISTERED	ROBERT ANDREW DENNIS
09/06/1992	17/07/1992	7310313	DISCHARGE OF MORTGAGE	REGISTERED	7179825
30/09/1991	18/10/1991	7179825	MORTGAGE	REGISTERED	NATIONAL AUSTRALIA BANK LTD.
30/09/1991	18/10/1991	7179824	DISCHARGE OF MORTGAGE	REGISTERED	6433667
30/10/1987	17/11/1987	6433667	MORTGAGE	REGISTERED	

## Certificate of Title

Title Reference: CT 5009/60  
Status: CURRENT  
Edition: 8

## Dealings

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

## Priority Notices

NIL

## Registrar-General's Notes

No Registrar-General's Notes exist for this title

# LOCAL GOVERNMENT INQUIRY CERTIFICATE

Section 7 of Land and Business (Sale and Conveyancing) Regulations



Certificate No: **107870**  
Receipt No:  
Reference No:

Date: **Wednesday, 12 November 202**  
Fax No:

PO Box 21, Oaklands Park  
South Australia 5046  
245 Sturt Road, Sturt  
South Australia 5047  
T (08) 8375 6600  
F (08) 8375 6699  
E council@marion.sa.gov.au

**Searchlight Technology**  
**PO Box 232**  
**RUNDLE MALL SA 5000**

## CERTIFICATE

*Section 187 of the Local Government Act*

Assessment Number: **307488**  
Valuer General No.: **1019986126**  
Property Description: **UNT: 2 SP: 7541 CT: 5009/060**  
Property Address: **2/1A Mitchell Street GLENGOWRIE 5044**  
Owner: **R A Hardy**

*Additional Information:*

*I certify in terms of Section 187 of the Local Government Act the following rates and charges are outstanding as at the date of this certificate:*

<b>Rates/Natural Resources Levy:</b>	<b>Total</b>
<b>Rates for the current year</b> (includes Regional Landscape Levy)	\$ 1,458.24
Overdue/Arrears	\$ 0.00
Interest	\$ 0.00
Adjustments	\$ 0.00
Legal Fees	\$ 0.00
Less Payments Received	-\$ 366.24
Less Capping Rebate (if applicable)	\$ 0.00
Less Council Rebate	\$ 0.00
<b>Debtor:</b> Monies outstanding (which are a charge on the land) in addition to Rates due	\$ 0.00
<b>Total Outstanding</b>	<b>\$ 1,092.00</b>

**Please be advised:** The first instalment is due **1<sup>st</sup> September 2025** with four quarterly instalments falling due on 01/09/2025, 01/12/2025, 02/03/2026 and 01/06/2026. Fines will be added to any current amount not paid by the due date (at the rate prescribed in the Local Government Act 1999).

**Please phone the Rates Dept on 8375 6600 prior to settlement** to ascertain the exact balance of rates payable including fines if applicable.

**BPAY Details for Council Rates:**

**Biller Code:** **9613**

**Reference Number:** Assessment Number as above

# CERTIFICATE

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



**Searchlight Technology**  
**PO Box 232**  
**RUNDLE MALL SA 5000**

Assessment No: **307488**  
 Certificate of Title: **UNT: 2 SP: 7541 CT: 5009/060**  
 Property Address: **2/1A Mitchell Street GLENGOWRIE 5044**  
 Owner: **R A Hardy**

**Prescribed information statement in accordance with Section 7 of the Land and Business (Sale and Conveyancing) Act 1994:**

<b>Development Act 1993 (repealed)</b>		
section 42- Condition (that continues to apply) of a development authorisation?		Nil
section 50(1)—Requirement to vest land in a council or the Crown to be held as open space		Nil
section 50(2)—Agreement to vest land in a council or the Crown to be held as open space		Nil
section 55—Order to remove or perform work		Nil
section 56—Notice to complete development		Nil
section 57—Land management agreement		Nil
section 69—Emergency order		Nil
section 71—Fire safety notice		Nil
section 84—Enforcement notice		Nil
section 85(6), 85(10) or 106—Enforcement order		Nil
Part 11 Division 2—Proceedings		Nil
<b>Planning, Development and Infrastructure Act 2016</b>		
Part 5 - Planning and Design Code	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?	Click the link to check if a Code Amendment applies:  <a href="#">Code Amendment Map Viewer</a>
	Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code)	See attached PlanSA Data Extract
	Is there a State heritage place on the land or is the land situated in a State heritage area?	
	Is the land designated as a local heritage place?	
	Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?	
section 127—Condition (that continues to apply) of a development authorisation		
section 192 or 193—Land management agreement		
section 141—Order to remove or perform work		Nil
section 142—Notice to complete development		Nil
section 155—Emergency order		Nil
section 157—Fire safety notice		Nil
section 198(1)—Requirement to vest land in a council or the Crown to be held as open space		Nil

section 198(2)—Agreement to vest land in a council or the Crown to be held as open space	Nil
Part 16 Division 1—Proceedings	Nil
section 213—Enforcement notice	Nil
section 214(6), 214(10) or 222—Enforcement order	Nil
<b>Repealed Act conditions</b>	
Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed)	100/1984/3166 100/1986/5003 100/1986/5135
<b>Fire and Emergency Services Act 2005</b>	
section 105F (or section 56 or 83 (repealed)—Notice to take action to prevent outbreak or spread of fire	Nil
<b>Food Act 2001</b>	
section 44—Improvement notice	Nil
section 46—Prohibition order	Nil
<b>Housing Improvement Act 1940 (repealed)</b>	
section 23—Declaration that house is undesirable or unfit for human habitation	Nil
<b>Local Government Act 1934 (repealed)</b>	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
<b>Local Government Act 1999</b>	
Notice, order, declaration, charge, claim or demand given or made under the Act	Nil
<b>Local Nuisance and Litter Control Act 2016</b>	
section 30—Nuisance or litter abatement notice	Nil
<b>Land Acquisition Act 1969</b>	
section 10—Notice of intention to acquire	Nil
<b>Public and Environmental Health Act 1987 (repealed)</b>	
Part 3—Notice	Nil
<i>Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2—</i> Condition (that continues to apply) of an approval	Nil
<i>Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19—</i> Maintenance order (that has not been complied with)	Nil
<b>South Australian Public Health Act 2011</b>	
section 92—Notice	Nil
<i>South Australian Public Health (Wastewater) Regulations 2013 Part 4—</i> Condition (that continues to apply) of an approval	Nil
<b>Particulars of building indemnity insurance</b>	Unknown

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 repealed Development Act 1993 or the Planning, Development and Infrastructure Act 2016)?

**NO**

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

Note—

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

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

*It should be noted that—*

- *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.*

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The information herein is provided pursuant to the Council's obligations under Section 7 of the Land Business (Sales Conveyancing) Act 1994.

Only that information which is required to be provided has been given and that information should not be taken as a representation as to whether or not any other charges or encumbrances affect the subject land.

I, Harry Gunn, Administration Officer of the City of Marion certify that the information provided in these responses is correct.

Sign:



**Date: Tuesday, 18 November 2025**

# City of Marion

TELEPHONE 277 1077



REGISTER COPY

470 MARION ROAD  
(OR P.O. BOX 21)  
PARK HOLME, S.A. 5043

## PLANNING DECISION NOTIFICATION - Sheet 1

Development Number

100/ 5135 / 86

(REVISED PLAN)

FOR DEVELOPMENT APPLICATION

DATED 14 / 8 / 86

REGISTERED ON 14 / 8 / 86

To

ECROT PTY LTD,  
626 CROSS ROAD,  
FLYDPTON, S.A. 5018

Location  
of  
Proposed  
Development

1 AND 1A MITCHELL STREET AND 85 CLIFF STREET  
ALLOTMENTS 101,70,767  
GLENGOWRIE

Nature of  
Proposed  
Development

SINGLE STOREY RESIDENTIAL PLAN BUILDING COMPRISING  
OF TWO (2) FLATS  
9 METRES FROM THE STREET ALIGNMENT OF MITCHELL STREET

In respect of this proposed development you are informed that consent is GRANTED subject to conditions as per attached sheet 2.

### SUMMARY OF REASONS FOR CONDITIONS -

To ensure that the proposed development conforms with the relevant provisions of the Development Plan as set out in the Development Plan Part VI Metropolitan Adelaide and Marion (City).

NIL representation (s) from third parties concerning your proposal were received.

If there were third party representations, any consent or consent with conditions does not operate until the periods specified on the back of the original of this form have expired. Please also refer to the information on the back of this form about appeal rights and operation of consent.

Signed *R. J. ...* ~~XXXXXXXXXX~~ Authorised Officer ONE sheets (s) attached

Date 29th August, 1986

PLEASE READ THE INFORMATION ON THE BACK OF THIS FORM.

# City of Marion

REGISTER COPY

TELEPHONE 277 1077

670 MARION ROAD  
PARK HOLME, S.A. 5043  
(OR P.O. BOX 21.)



Development Number

100/5135 / 86

(REVISED PLAN)

## PLANNING DECISION NOTIFICATION - Sheet

### CONDITIONS OF PLANNING CONSENT IMPOSED OF:

THE DEVELOPMENT OF, SINGLE STOREY RESIDENTIAL FLAT BUILDING COMPRISING OF TWO (2) FLATS, AT, 1 AND 1A MITCHELL STREET AND 85 CLIFF STREET, GLENBORWIE

- A. The Applicant or other persons for the time being making the use of the subject land now approved shall:-
1. Proceed with the development strictly in accordance with the Application submitted to the Council, numbered, 100/5135/86, (Revised Plan) hereby granted Consent, including the provision of every item specified in the Plans in relation to carparking areas, driveways, walkways, vehicular crossings, landscaping, garbage collection point, fencing and in accordance with all requiring Acts and Regulations.
  2. Lodge Application for the approval of the Council of the building proposed to be erected, pursuant to the Building Act 1970-1982, within three (3) months of the date of this Consent.
  3. Install in each dwelling hereby approved at least one cupboard fitted with a childproof lock.
  4. Construct fencing shown on the plan to a height of 1.8 metres, of timber or Colourbond finish.
  5. Lodge Application for Strata Titles for the dwellings now approved with the relevant statutory bodies within eighteen (18) months of the date of approval of the buildings under the Building Act 1970-1982.
  6. Place an encumbrance on the Certificate of Titles of the existing dwellings on the remaining portions of Allotments 70 Mitchell Street and 767 Cliff Street, providing that the floor area of buildings per site does not exceed 60% of the area of the site. "Building" includes any dwelling, verandah, porch, shed, garage or other structure except a fence.
  7. At all times maintain in good and substantial condition to the satisfaction of the Council in all respects the subject land, all buildings and structures and the painting thereof and the drainage therefrom and all driveways and parking areas and all trees, shrubs and ground cover.
- B. If the development is not substantially commenced within sixteen (16) months of the date of approval, a fresh Consent must be obtained before commencing or continuing the use of the land.

Signed

*Surbichman*

XXXXXXXXX Authorized Officer

TOWN CLERK

Date

29th August, 1986

REGISTER COPY

# City of Marion

TELEPHONE 277 1077



670 MARION ROAD  
(OR P.O. BOX 21.)  
PARK HOLME, S.A. 5043

## PLANNING DECISION NOTIFICATION - Sheet 1

Development Number

100/ 3166 / 84 REVISED

FOR DEVELOPMENT APPLICATION

DATED 26 / 11 / 84

REGISTERED ON 26 / 11 / 84

To B. DOUGLAS,  
C/- P.O. BOX 37,  
NORWOOD S.A. 5067

Location of Proposed Development PORTIONS OF 1A MITCHELL STREET AND 83 CLIFF STREET  
GLENOWRIE  
(ALLOTMENTS 768 and 769) 11A - 7/1A

Nature of Proposed Development 5 ROW DWELLINGS IN THE NATURE OF HOME UNITS  
5.8 METRES FROM THE STREET ALIGNMENT OF MITCHELL STREET EXTENSION

In respect of this proposed development you are informed that consent is GRANTED subject to conditions as per attached sheet 2.

### SUMMARY OF REASONS FOR CONDITIONS:-

To ensure that the proposed development conforms with the relevant provisions of the Development Plan as set out in the Development Plan Part VI Metropolitan Adelaide and Marion (City).

Gen. Council Mtg. 3/12/84, Delegated Plan 7

NIL representation (s) from third parties concerning your proposal were received.

If there were third party representations, any consent or consent with conditions does not operate until the periods specified on the back of the original of this form have expired. Please also refer to the information on the back of this form about appeal rights and operation of consent.

Signed *Richardson* **ADAMCKLEEK**  
Authorised Officer ONE sheets (s) attached  
Date 5th December, 1984

PLEASE READ THE INFORMATION ON THE BACK OF THIS FORM.

# City of Marion

TELEPHONE 277 1077



679 MARION ROAD  
PARK HOLME, S.A. 5043  
(OR P.O. BOX 21.)

Development Number

100/3166/84 REVISED

## PLANNING DECISION NOTIFICATION - Sheet 2

### CONDITIONS OF PLANNING CONSENT IMPOSED ON:

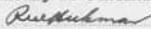
5 row dwellings in the nature of home units sited 5.8 metres from the street alignment of Mitchell Street extension - Portions of 1A Mitchell Street and 83 Cliff Street, Glengowrie - Allotments 768 and 769

A. The applicant or other persons for the time being making the use of the subject land now approved shall:

1. Proceed with the development strictly in accordance with the application submitted to the Council, No. 100/3166/84 (revised) hereby granted consent, including the provision of every item specified in the plans and in the attachments thereto in relation to carparking areas, driveways, walkways, vehicular crossovers, landscaping, drainage, garbage collection points, retaining walls, fencing (including any alterations or modifications to the said plans and attachments as may be required by the Council in granting its consent and which are set out hereunder) and in accordance with all requiring Acts and Regulations, so as to ensure that, upon application to the relevant statutory bodies, there will be no impediment to the issue of Strata Titles for the development.
2. Modify the plan as shown in the revised layout dated 27/11/84.
3. Install at least one cupboard fitted with a childproof lock in each dwelling.
4. Install a sink garbage disposal unit within each dwelling to the satisfaction of the Council.
5. Lodge application for the approval of the Council of the buildings proposed to be erected, pursuant to the Building Act 1970-1982, within 3 months of the date of this consent.
6. Lodge application for Strata Titles for the dwellings now approved with the relevant statutory bodies within 18 months of the date of approval of the buildings under the Building Act 1970-1982.
7. At all times maintain in good and substantial condition to the satisfaction of the Council in all respects the subject land, all buildings and structures and the painting thereof and the drainage therefrom, and all driveways and parking areas, and all trees, shrubs and ground cover, dead or diseased trees and shrubs being removed and replaced forthwith.

B. If the development is not substantially commenced within 16 months of the date of approval, a fresh consent must be obtained before commencing or continuing the use of the land.

Signed

*Russell*  **RUSSELL**

Authorised Officer

Date 5th December, 1984

# City of Marion

TELEPHONE 277 1077



REGISTER COPY

670 MARION ROAD  
(OR P.O. BOX 21,  
PARK HOLME, S.A. 5043)

## PLANNING DECISION NOTIFICATION - Sheet 1

Development Number
100, 5003 / 86

FOR DEVELOPMENT APPLICATION

DATED 25 / 6 / 86

REGISTERED ON 25 / 6 / 86

To	ECROT PTY. LTD. C/- 626 CROSS ROAD PLYMPTON 5038.
----	---

Location of Proposed Development	PT. ALLOTS. 101, 70, 767 PT. 1, 1A MITCHELL STREET & PT. 85 CLIFF STREET GLENCOVRIE	4/1A - 7/1A MITCHELL ST
----------------------------------	---	----------------------------

Nature of Proposed Development	3 SINGLE STOREY RESIDENTIAL FLAT BUILDINGS (IN ADDITION TO 5 RESIDENTIAL FLAT BUILDINGS PREVIOUSLY APPROVED) 9 M FROM THE STREET ALIGNMENT OF MITCHELL STREET
--------------------------------	---

In respect of this proposed development you are informed that consent is GRANTED subject to conditions as per attached sheet 2.

### SUMMARY OF REASONS FOR CONDITIONS:-

To ensure that the proposed development conforms with the relevant provisions of the Development Plan as set out in the Development Plan Part VI Metropolitan Adelaide and Marion (City).

ONE representation (s) from third parties concerning your proposal were received.

If there were third party representations, any consent or consent with conditions does not operate until the periods specified on the back of the original of this form have expired. Please also refer to the information on the back of this form about appeal rights and operation of consent.

Signed R. P. Hickman ~~BY~~ ~~XXXXXX~~ Authorized Officer  
Date 4/8/86 ONE sheets (s) attached

PLEASE READ THE INFORMATION ON THE BACK OF THIS FORM.

# City of Marion

REGISTER COPY

TELEPHONE 277 1077

670 MARION ROAD  
PARK HOLME, S.A. 5043  
(OR P.O. BOX 21.)



Development Number

100/ 5003 / 86

## PLANNING DECISION NOTIFICATION - Sheet

### CONDITIONS OF PLANNING CONSENT IMPOSED ON:

3 SINGLE STOREY RESIDENTIAL FLAT BUILDINGS (IN ADDITION TO 5 RESIDENTIAL FLAT BUILDINGS PREVIOUSLY APPROVED, 9 m from the street alignment of Mitchell Street, on land situate Pt. No. 1, 1A MITCHELL STREET, AND Pt. No. 85 CLIFF STREET, PART ALLOTS. 101, 70, 767 ~~WINGOWRIE~~)

- A. The applicant or other persons for the time being making the use of the subject land now approved shall:
1. Proceed with the development strictly in accordance with the application submitted to the Council, numbered 100/5003/86 (revised plan) hereby granted consent, including the provision of every item specified in the plans in relation to carparking areas, driveways, walkways, vehicular crossover, landscaping, garbage collection point, fencing, and in accordance with all requiring Acts and Regulations.
  2. Lodge application for the approval of the Council of the building proposed to be erected, pursuant to the Building Act 1970-1982, within 3 months of the date of this consent.
  3. Install in each dwelling hereby approved at least one cupboard fitted with a childproof lock.
  4. Construct fencing shown on the plan to a height of 1.8 metres, of timber or colourbond finish.
  5. Lodge application for Strata Titles for the dwellings now approved with the relevant statutory bodies within 18 months of the date of approval of the buildings under the Building Act 1970-1982.
  6. Place an encumbrance on the Certificate of Titles of the existing dwellings on the remaining portions of Allotments 70 Mitchell Street and 767 Cliff Street, providing that the floor area of buildings per site does not exceed 40% of the area of the site. "Building" includes any dwelling, verandah, porch, shed, garage or other structure except a fence.
  7. At all times maintain in good and substantial condition to the satisfaction of the Council in all respects the subject land, all buildings and structures and the painting thereof and the drainage therefrom, and all driveways and parking areas, and all trees, shrubs and ground cover.
- B. If the development is not substantially commenced within 16 months of the date of approval, a fresh consent must be obtained before commencing or continuing the use of the land.

Signed

*Russellman*  
TOWN CLERK

Authorized Officer

Date

4/8/86

# Data Extract for Section 7 search purposes

Valuation ID 1019986126

**Data Extract Date:** 12/11/2025

## Important Information

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

**Parcel ID:** S7541 UN2

**Certificate Title:** CT5009/60

**Property Address:** UNIT 2 1A MITCHELL ST GLENGOWRIE SA 5044

## Zones

General Neighbourhood (GN)

## Subzones

No

## Zoning overlays

### Overlays

#### **Airport Building Heights (Regulated) (All structures over 15 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.

#### **Affordable Housing**

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

#### **Building Near Airfields**

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

#### **Hazards (Flooding - General)**

The Hazards (Flooding - General) Overlay seeks to minimise impacts of general flood risk through appropriate siting and design of development.

#### **Prescribed Wells Area**

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

### **Regulated and Significant Tree**

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

### **Stormwater Management**

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

### **Urban Tree Canopy**

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

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

No

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

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

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

No

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

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

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

NO

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

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

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

## Associated Development Authorisation Information

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

No

Land Management Agreement (LMA)

No



ABN 19 040 349 865  
Emergency Services Funding Act 1998

# CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

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

PIR Reference No: 2729644

HOLDFAST CONVEYANCERS  
POST OFFICE BOX 1020  
GLENELG SOUTH SA 5045

DATE OF ISSUE

12/11/2025

**ENQUIRIES:**

Tel: (08) 8372 7534

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

OWNERSHIP NUMBER	OWNERSHIP NAME			
13801886	R A HARDY			
PROPERTY DESCRIPTION				
2 / 1A MITCHELL ST / GLENGOWRIE SA 5044 / UNIT 2				
ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
1019986126	CT 5009/60	\$630,000.00	R4 1.000	RE 0.400
LEVY DETAILS:				
	FIXED CHARGE	\$	50.00	
	+ VARIABLE CHARGE	\$	213.15	
FINANCIAL YEAR	- REMISSION	\$	128.25	
2025-2026	- CONCESSION	\$	0.00	
	+ ARREARS / - PAYMENTS	\$	-134.90	
	= <u>AMOUNT PAYABLE</u>	\$	0.00	

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

EXPIRY DATE

10/02/2026



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

## CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

**OFFICIAL: Sensitive**

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

For more information:

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

## PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billor Code: 456285 Ref: 7011092819</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> <small>® Registered to BPAY Pty Ltd ABN 69 079 137 518</small></p>	 <p>To pay via the internet go to: <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p>	 <p>Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to: <b>Please refer below.</b> Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
--	--	--

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



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: 2729644

DATE OF ISSUE

12/11/2025

HOLDFAST CONVEYANCERS  
POST OFFICE BOX 1020  
GLENELG SOUTH SA 5045

**ENQUIRIES:**

Tel: (08) 8372 7534

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

OWNERSHIP NAME  
R A HARDY

FINANCIAL YEAR  
2025-2026

PROPERTY DESCRIPTION  
2 / 1A MITCHELL ST / GLENGOWRIE SA 5044 / UNIT 2

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
1019986126	CT 5009/60	\$355,000.00	0.0000 HA

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

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

Please Note:

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

ON OR BEFORE 10/02/2026



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

No payment is required on this Certificate

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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

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

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

For more information:

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

## PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billers Code: 456293 Ref: 7011092728</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> <small>© Registered to BPAY Pty Ltd ABN 69 079 137 518</small></p>	 <p>To pay via the internet go to: <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p>	 <p>Send your cheque or money order, made payable to the Commissioner of State Taxation, along with this Payment Remittance Advice to: <b>Please refer below.</b> Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
---	--	---

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

Account Number <b>10 19986 12 6</b>	L.T.O Reference CT500960	Date of issue 12/11/2025	Agent No. 168	Receipt No. 2729644
--	-----------------------------	-----------------------------	------------------	------------------------

HOLDFAST CONVEYANCERS  
PO BOX 1020  
GLENELG SOUTH SA 5045  
grant@hc1.com.au

Section 7/Elec

## Certificate of Water and Sewer Charges & Encumbrance Information

### Property details:

**Customer:** R A HARDY  
**Location:** U2 1A MITCHELL ST GLENGOWRIE UNIT 2  
**Description:** 5H/UNIT G                      **Capital Value:** \$ 630 000  
**Rating:** Residential

### Periodic charges

Raised in current years to 31/12/2025

			\$
	Arrears as at: 30/6/2025	:	0.00
Water main available:	1/7/1987	Water rates	164.60
Sewer main available:	1/7/1987	Sewer rates	188.00
		Water use	0.00
		SA Govt concession	0.00
		Recycled Water Use	0.00
		Service Rent	0.00
		Recycled Service Rent	0.00
		Other charges	0.00
		Goods and Services Tax	0.00
		Amount paid	176.30CR
		<b>Balance outstanding</b>	<b>176.30</b>

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

**Next quarterly charges:** Water supply: 82.30                      Sewer: 94.00                      Bill: 4/2/2026

This account has no meter of its own but is supplied from account no 10 19986 09 7.

The Water Use apportionment option is Nil.

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

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

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



## South Australian Water Corporation

**Name:**

R A HARDY

**Water & Sewer Account**

Acct. No.: 10 19986 12 6

**Amount:** \_\_\_\_\_**Address:**U2 1A MITCHELL ST GLENGOWRIE UNIT  
2

### Payment Options

**EFT****EFT Payment**

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1019986126

**Bill code: 8888**  
**Ref: 1019986126**

Telephone and Internet Banking — BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at [bpay.com.au](http://bpay.com.au)**Paying online**Pay online at [www.sawater.com.au/paynow](http://www.sawater.com.au/paynow) for a range of options. Have your account number and credit card details to hand.**Paying by phone**

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

SA Water account number: 1019986126



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



Date of Statement: 11 November 2025

Unit in respect of which the Statement is issued: **Unit 2, in Units Plan No. 7541**  
located at **1A Mitchell Street, GLENGOWRIE SA 5044**

Person requesting certificate: **Name:**  
**Address:** **Searchlight Technology**

The Strata corporation certifies and furnishes the following with respect to the Unit:

#### 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
<b>\$490.00</b>	<b>15 Sep 2025</b>	<b>15 Sep 2025 to 14 Dec 2025-Paid</b>
\$490.00	15 Dec 2025	15 Dec 2025 to 14 Mar 2026
\$490.00	15 Mar 2026	15 Mar 2026 to 14 Jun 2026
\$490.00	15 Jun 2026	15 Jun 2026 to 14 Sep 2026

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

#### Sinking fund – contributions payable by regular periodic instalments or lump sum (section 76(1))

##### 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
<b>\$87.50</b>	<b>15 Sep 2025</b>	<b>15 Sep 2025 to 14 Dec 2025-Paid</b>
\$87.50	15 Dec 2025	15 Dec 2025 to 14 Mar 2026
\$87.50	15 Mar 2026	15 Mar 2026 to 14 Jun 2026
\$87.50	15 Jun 2026	15 Jun 2026 to 14 Sep 2026

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

**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 2020, 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 2020, 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 Articles 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 strata corporation.

Policy No. HU000000803 CHU Underwriting Agencies Pty Ltd  
8

Type: Strata Broker:

Premium: \$4,791.03 Paid on: 27/02/2025 Policy start date: 28/02/2025 Next due:28/02/2026

Cover	Sum insured	Excess	Notes
Building	\$3,076,500.00	\$2,000.00	
Public Liability	\$20,000,000.00	\$2,000.00	
Fidelity Guarantee	\$100,000.00	\$2,000.00	
Office Bearers Liability	\$500,000.00	\$2,000.00	
Common Area Contents	\$30,765.00	\$2,000.00	
Flood Cover	Included	\$2,000.00	
Voluntary Workers	\$200,000/\$2,000	\$2,000.00	
Government Audit Costs	\$25,000.00	\$2,000.00	
Appeal Expenses - Common	\$100,000.00	\$2,000.00	
Property Health & Safety			
Legal Defence Expenses	\$50,000.00	\$2,000.00	
Lot Owners Fixtures & Improvements (per Lot)	\$250,000.00	\$2,000.00	
Loss Of Rent & Temporary Accommodation	\$461,475.00	\$2,000.00	

### 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 41 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](mailto:office@stratarama.com.au) or (08) 8276 0426.*

**\*Stratarama takes no responsibility 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 Strata Corporation 7541 Inc by

**Heidi Spezzano**

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Heidi Spezzano



74 Brighton Road, GLENELG SA 5045

# MINUTES OF THE ANNUAL GENERAL MEETING

STRATA CORPORATION 7541 Inc

CORPORATION ADDRESS: 1a Mitchell Street, GLENGOWRIE SA 5044

DATE: TUESDAY 24<sup>TH</sup> OF JUNE 2025

TIME: 6:00PM

VENUE: UNIT 5/1A MITCHELL STREET, GLENGOWRIE SA 5044

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## PRESENT:

Des Fenoughty	UNIT 1
Cara Louise Savarton	UNIT 3
Trevor M Radbone	UNIT 4
Ian Leslie Pearce	UNIT 5
Trevor Radbone rep Cleworth Adams by proxy	UNIT 6
Joanne Buttery	UNIT 7

## PRESENT BY PROXY:

Cleworth Adams rep by Trevor Radbone by proxy	UNIT 6
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## IN ATTENDANCE:

Heidi Spezzano 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 6 of 7 Units 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**

## 2. Acceptance of Previous Minutes:

Minutes of the last meeting held by the group on **26/06/2024** 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 **31/05/2025**, 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 **Strata Title Act 1988**.
- Stratarama be remunerated by a primary annual management fee of \$1,697.85 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 **Strata Titles Act 1988 –section 23 (6)** 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: | Ian Leslie Pearce | UNIT 5 |
| • Treasurer:         | Trevor Radbone    | UNIT 4 |
| • Secretary:         | Ian Leslie Pearce | UNIT 5 |

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 Strata Titles Act 1988. 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 30 of the Strata Titles Act 1988** requires the Corporation Owners to insure the property for full replacement value or reinstatement value. This includes all buildings and building improvements (including the costs to demolish, survey, architectural and engineering works/ plans and all other costs). Stratarama suggest regular insurance valuations of the property to ensure compliance and appropriate cover.

Insurance Policy Breakdown:

Building Cover:	\$3,076,500.00
Public/ Legal Liability:	\$20,000,000.00
Office Bearers Cover:	\$500,000.00
Fidelity Guarantee Cover:	\$100,000.00
Catastrophe Cover:	\$0.00
Flood inclusion Cover:	Refer Policy details

Excess: \$2,000.00 on all standard claims (or 'all claims')

Last Valuation report: \$2,930,000.00 Dated: 01/11/2024

Current Insurer: CHU Underwriting Agencies Pty Ltd Expires: 28/02/2026

**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 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:**

It was resolved by Ordinary Resolution that the Corporation would not engage the services of a licensed Insurance Valuer at this time. However, Members would review the level of cover around November 2025 in line with the previous valuation report obtained and advise the Manager if an increase is required.

**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 all product disclosure 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) **Manchurian Pear Trees:** Members discussed the retention of the Manchurian Pear Trees planted along the length of the driveway and agreed to retain the trees at this time rather than remove and replant with alternative foliage. It was noted that the trees provide a screening from the boundary fence as well as the neighbouring property however, as the roots are lifting some of the driveway pavers, Members had considered prior to this meeting to replace the trees with something that has a less invasive root system.

**MOTION CARRIED**

- b) **Garden Proposal:** Members reviewed the garden proposal to amend the section of the garden along the driveway where the Manchurian Pear Trees are currently planted and after further discussion, Members agreed to consider planting some ground cover underneath the trees. The Owner of Unit 3 offered to investigate some ground cover options and inform Members in due course.

**MOTION CARRIED**

- c) **Driveway Paving:** Members discussed the sections of raised pavers along the driveway, where the roots of the Manchurian Pear Trees are lifting some of the pavers along the edge. The Owner of Unit 1 to liaise with the grounds' Contractor to determine if these can be cut back and the paving relayed in the near future.

**MOTION CARRIED**

- d) **Boundary Fence:** Members discussed the condition of the existing boundary fence adjacent to the Manchurian Pear Trees with the view to possibly replacing the fence as rust is evident at the base of the panels. After further discussion, Members agreed as an interim measure, to install a rail horizontally along the middle of the panels to prevent the panels from blowing through during high winds. The Owner of Unit 1 had obtained a price from the grounds' Contractor in the amount of \$420.00 to install the rail and the Owner of Unit 3 offered to obtain a quote to paint the fence and rail to match. Members agreed to this as an interim measure given the fence may possibly be replaced in the future should the neighbouring property Owner develop the site.

**MOTION CARRIED**

- e) **Boundary Fence – Unit 7:** Members discussed the boundary fence replacement at the rear of Unit 7 which was recently carried out by the builder developing the neighbouring property in 87 Cliff Street Glengowrie. The Owner of Unit 7 informed the meeting that this as this has been completed using a different colour fence however, the builder had also agreed to paint the Corporation's side of the fence in the same colour to match the existing colour scheme; to be carried out in due course.

- f) **Grounds' Maintenance:** Members confirmed the ongoing grounds' Maintenance work being carried out at the property, noting that the Owner of Unit 1 provides the Contractor with information of extra works requiring to be attended to at each visit. Members also noted that all are very happy with their current Contractor and the level of service being provided.

- g) **Electricity Reimbursement – Unit 1:** Members discussed the electricity reimbursement payable to the Owner of Unit 1 for the supply of electricity for the common lighting. Noting this being an existing arrangement for annual reimbursement, the Owner of Unit 1 proposed increasing the reimbursement due to price increases in electricity coming into effect from the 1<sup>st</sup> July. Members agreed to increase the reimbursement for the electricity from \$120.00 up to \$180.00.

In addition to the electricity being supplied by Unit 1, Members discussed other lighting options which could be installed along the driveway such as solar lighting to which the Owner of Unit 5 offered to follow up and provide further information to Members.

**MOTION CARRIED**

**Termites:** Members note that the responsibility to inspect, treat and maintain (including termite damage repairs) is the responsibility of the Corporation. The Corporation may elect to undertake a termite inspection. Members noted that there have been no recent termite inspections completed.

**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 of \$16,000.00 be amended with contributions being set annually at **\$14,000.00** (retained).

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 **\$2,500.00** (retained).

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

**MOTION CARRIED**

**Levies Due: Levies will fall due on the following dates – 15<sup>th</sup> September, 15<sup>th</sup> December, 15<sup>th</sup> March and 15<sup>th</sup> June 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 Ordinary 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/s sought by a Unit Owner outside of an annual general meeting may require an extraordinary general 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, alterations or additions such as the installation of air conditioning units installed above the roof line, solar panels, pergolas or anything structural, permission must be sought from the Corporation prior, by placing the item on an agenda of an upcoming meeting for Members to consider the approval, alteration or addition as per the legislative requirements. It was further confirmed that all works for any alteration or addition are to be carried out by licensed, insured and registered Contractors prior to the commencement of any works being undertaken.

**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 however, Members confirmed the note above relating to all approvals going forwards.

**14. Any Other Business:**

a) **Bin Duty:** Members wished to thank Mr T Radbone of Unit 4 for taking out and bringing in the green bins.

b) **Roller Door Painting – Unit 7:** J Buttery of Unit 7 raised the possibility of painting of the roller door to the Unit to match the existing colour scheme to which Members agreed on the proviso that the colour matches.

**MOTION CARRIED**

**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 Tuesday the 23<sup>rd</sup> of June 2026 at Unit 5/1A Mitchell Street, GLENGOWRIE SA 5044.

**16. Meeting Closure:**

There being no further business, attendees were thanked for their presence and the meeting declared closed at 7:32pm, also thanking the Owner of Unit 5 for hosting the meeting onsite.

**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.

**AGM 28/06/2023**

**Unit 5 garage ceiling:** At the current understanding of the cause of damage, no insurable event has created the need to undertake these works, but rather age/ wear and tear. This ceiling is an Owners private subsidiary area. General repairs and maintenance within a unit or subsidiary are generally the responsibility of the unit Owner. This changes where the cause of the damage relates to an insurable event such as water damage, and then a claim is able to be lodged on the Building policy which incorporates both unit and Owner areas.

Where insurance is not possible, the ceiling as mentioned would be under normal circumstances an Owner responsibility, however there has been some discussion from Members that similar repairs may have historically been funded by the Strata and sets a precedent.

To clear this up for all future incidents, the group is asked to meet and vote on whether ceiling maintenance with-in a Unit or subsidiary will be funded by the Strata (where there is no insurance claim), or by the unit Owner. Should the group agreed to fund all future ceiling repairs as a maintenance item, the group will need to consider the strata being able to raise sufficient funds for those repairs as they arise. The group will then also look at the quotes and how to fund this project if accepted as a strata matter. Members by proxy voted unanimously to make ceiling repairs the responsibility of the Strata.

**AGM 27/08/19**

No resolutions were recorded

**AGM 13/08/18**

**Solar Panel Installation (Ordinary Resolution)**

It was agreed that if owners wished to install solar panels on the roof of their unit they would need to put an application into the Corporation for consideration on an individual basis.

**AGM 01/08/17**

No resolutions recorded

**AGM 01/08/16**

**Pergola Approval - Unit 5**

The Corporation granted the owner of unit 5 approval to erect a pergola in the rear yard subsidiary as per their application. This application is, however, subject to Council approval.

This pergola and any associated guttering and downpipes will always remain the responsibility of the unit owner to clean, maintain and replace if necessary.

**AGM 03/08/15**

No resolutions recorded

**AGM 08/09/14**

No resolutions recorded

**AGM 05/09/13**

No resolutions recorded

**AGM 30/08/12**

Maintenance Supervisor - Confirmed.

**AGM 08/09/11**

**Maintenance Supervisor** - Confirmed.

**Insurance Excess**

It was resolved that the previous resolution was confirmed that where repairs are carried out under insurance and the repairs benefit a particular unit the Corporation will be responsible for the payment of any excess for the first claim in a book year with the unit owner responsible for the excess on any claims after that in a book year.

**AGM 19/08/10**

**Maintenance Supervisor** - Confirmed.

**Insurance Excess**

It was resolved that the previous resolution was confirmed that where repairs are carried out under insurance and the repairs benefit a particular unit the Corporation will be responsible for the payment of any excess for the first claim in a book year with the unit owner responsible for the excess on any claims after that in a book year.

**AGM 02/09/09**

**Maintenance Supervisor** - Confirmed.

**Insurance Excess**

It was resolved that where repairs are carried out under insurance and the repairs benefit a particular unit or lot the Corporation will be responsible for the payment of any excess for the first claim in a book year with the unit owner responsible for the excess on any claims after that in a book year.

**AGM 14/08/08**

**Maintenance Supervisor** - Confirmed.

**AGM 07/08/07**

**Maintenance Supervisor** - Confirmed.

**AGM 27/07/06**

**Maintenance Supervisor** – Confirmed.

**Notification to Entrance** – Unit 3

Approval given for the owners of unit 3 to modify the entrance to the unit to allow more space.

**AGM 09/08/05****Prescribed Works**

The Manager advised that should any owner wish to apply to the Corporation other than at the annual general meeting for an approval of any kind which was for their exclusive benefit, the prescribed meeting fee will apply to conduct an extraordinary general meeting.

It was agreed that this fee be charged to the applicant.

**AGM 19/07/04****Prescribed Works**

The Manager advised that should any owner wish to apply to the Corporation other than at the annual general meeting for an approval of any kind which was for their exclusive benefit, a fee of \$40 plus GST will apply to conduct an extraordinary general meeting.

It was agreed that this fee be charged to the applicant.

**AGM 28/07/03**

**Maintenance Supervisor** – Confirmed.

**AGM 05/08/02**

**Maintenance Supervisor** – Confirmed.

**AGM 24/07/01**

**Maintenance Supervisor** – Confirmed.

**Foxtel** – Foxtel has backboned the unit complex and Foxtel was now available should any resident wish to avail themselves of the service.

**AGM 26/07/00**

**Maintenance Supervisor** – Confirmed.

**Smoke Alarms** – Reiterated.

### **Glass**

Attention was brought to the meeting by the Strata Manager that over the past few years there have been various successful claims against landlords for injury to persons or damage to property by glass breakage in their properties.

Although glass may comply with past building standards, and is legally acceptable, property owners may still be at risk where a Court feels that the status of the glass represents a risk. The need for adequate Public Liability Insurance was reinforced.

### **Delegated Authority**

It was agreed that the Corporation hereby delegates to:

1. The General Manager of Whittles Strata & Community Corporation Managers or his nominee the power to execute under seal (and for that officer to countersign such seal on behalf of the Corporation), any certificate required from time to time to be given under Section 41 of the Strata Titles Act, 1988;
2. That officer the power to jointly execute with any of the appointed officers of the Corporation, such documents as are authorised to be executed under seal pursuant to a resolution of the Corporation or its Committee acting within its powers.

**AGM 10/08/99**

**Maintenance Supervisor** – Confirmed.

**Smoke Alarms** – Reiterated.

**Overdue Notices** – Reiterated.

**AGM 26/08/98**

### **Cont'd Smoke Alarms**

The Strata Manager advised that under current Legislation all dwellings should have been fitted with a smoke alarm by 01/01/2000.

The legislation requires the alarm to be hard wired or have a non-removable 10-year life lithium battery.

It was noted that, if a smoke alarm or smoke alarms are not fitted in each unit, the Corporation is guilty of an offence for which a maximum penalty of \$750 applies. It was agreed that, should the Corporation be fined due to an owner's failure to install a suitable smoke alarm in their unit, the Corporation will recover from that owner all costs incurred.

**Maintenance Supervisor** – Confirmed.

**Overdue Notices**

It was agreed that the Strata Managers charge those owners with contribution arrears a "late fee" of \$10 each time it became necessary to forward a reminder notice.

Furthermore, it was agreed that the Strata Managers charge those owners a fee of \$30 for placing them into legal hands where necessary.

**AGM 24/08/95**

**Maintenance Supervisor**

The Strata Manager advised that Whittles has a building contracts division to oversee maintenance work performed by contractors who have been engaged by the corporation and who have been accepted by Whittles. Specified work totaling over \$2000 will be inspected and assessed by a maintenance supervisor prior to invoice payment.

All Whittles approved contractors are required to comply with the terms and conditions set down in an agreement between Whittles and the contractor. The contractor, having entered into this agreement, agrees to pay to Whittles a management service fee of up to 5% of the invoiced amount. Maintenance carried out by contractors who are not party to an agreement with Whittles, will not be supervised unless the Strata Corporation negotiates a fee for this service with Whittles.

**SA Water**

The Strata Manager advised that SA Water charges strata corporations for all water consumed on the property. Owners will continue to be responsible for payment of quarterly rates and it was agreed that the strata corporation will be responsible for payment of all water consumption charges which will be billed separately.

**AGM 04/08/92**

**Legal Recoveries**

Strata Managers are authorized without need for further authority to levy costs incurred for all legal recovery costs against the unit holder in default of payment of corporation contributions and/or levies.

**AGM 30/07/90**

**Articles** – Each landlord is responsible for attaching a copy of the corporation's Articles and any corporation rules to a letting or lease agreement for their unit.

**AGM 14/06/88**

**Dog Units 4 & 6** – The residents of unit 4 and 6 may maintain a dog at each unit for a short period of time provided they do not cause a nuisance to other residents.

**Unit Numbers** – It was agreed that any future unit numbers installed must conform to that at unit 2 and must be attached on the brickwork in the same manner as for unit 2.

**AGM 01/02/88**

**Air Conditioning**

Air conditioning appliances may be installed:

a. Ceiling to roof space of the unit subject to no exhaust trunk being installed so that it is visible from the front of the units.

- b. Split console type installed with the console internal to the unit and the compressor installed at the rear of the unit or within the garage.
- c. Package or refrigerated or reverse cycle type installed through the masonry of the unit so that no portion in any manner obstructs any portion of the common property.

**Timber Pergolas** – may be erected at any unit in the unit subsidiary subject to them not exceeding the height of the fascia boards and that they are painted to match the existing unit timber work.

**Green shadecloth** – may be installed on the pergolas.

**Garden tool sheds** – are approved in unit subsidiaries subject to them not exceeding the height of the boundary fences and being constructed of material consistent in toning with the common boundary fence.

**Security Screen Doors** – may be installed at any unit provided they are similar in colour and design to those already installed.

**External canvas awnings** – are approved at any unit provided they are of similar colour and design as those installed at unit 6.

**Modular rain water tanks** – are approved in unit subsidiaries subject to:

- a. The inflow water pipe installed near as possible to the tank
- b. The overflow is directed in such a manner as to allow the water to not cause a problem for other unit holders.

Insulation – in the roof space is approved at any unit.

#### **AGM 15/05/87**

**Animals** – Owners may apply for approval to keep an animal on an individual basis.

**Signs** – "For Sale" or "To Let" signs are restricted to a size of 1.00 x 0.60 metres and must be removed immediately a contract is signed.

### **ARTICLES OF STRATA CORPORATION - (Strata Titles Act, 1988 - Schedule 3)**

1. (1) A Unit holder must:-
  - (a) maintain the Unit in good repair;
  - (b) carry out any work ordered by a Council or other Public Authority in respect of the Unit.(2) The occupier of a Unit must keep it in a clean and tidy condition.
2. A person bound by these Articles:-
  - (a) must not obstruct the lawful use of the Common Property by any person;
  - (b) must not use the Common Property in a manner that unreasonably interferes with the use and enjoyment of the Common Property by the other members of the strata community, their customers, clients or visitors;
  - (c) must not make, or allow his or her customers, clients or visitors to make undue noise in or about any Unit or the Common Property; **AND**
  - (d) must not interfere, or allow his or her customers clients or visitors to interfere with others in the enjoyment their rights in relation to Units or Common Property.
3. A person bound by these Articles must not use the Unit, or permit the Unit to be used, for any unlawful purpose.
4. Subject to the Strata Titles Act, 1988, a person bound by these Articles must not, without the Strata Corporation's consent, keep any animal in, or in the vicinity of, a Unit.

5. A person bound by these Articles:-
  - (a) must not park a motor vehicle in a parking space allocated for others or on a part of the Common Property on which is not authorised by the Strata Corporation; **AND**
  - (b) must take reasonable steps to ensure that his or her customers, clients or visitors do not park in parking spaces allocated for others or on parts of the Common Property on which parking is not authorised by the Strata Corporation.
  
6. A person bound by these Articles must not, without the consent of the Strata Corporation:-
  - (a) damage or interfere with any lawn, garden, tree, shrub, plant or flower on the Common Property; **OR**
  - (b) use any portion of the Common Property for his or her own purposes as a garden.
  
7. A person bound by these Articles must not:-
  - (a) bring objects or materials onto the site of a kind that are likely to cause justified offence to the other members of the Strata Community; **OR**
  - (b) allow refuse to accumulate so as to cause justified offence to others.
  
8. A person bound by these Articles must not, without the consent of the Strata Corporation, display any sign, advertisement, placard, banner or any other conspicuous material of a similar nature:-
  - (a) on part of his or her Unit so as to be visible from the outside of the building; **OR**
  - (b) on any part of the Common Property.
  
9. The occupier of a Unit may, without the consent of the Strata Corporation, paint, cover or in any other way decorate the inside of any building forming part of the Unit and may, provided that unreasonable damage is not caused to any Common Property, fix locks, catches, screens, hooks and other similar items to that building.
  
10. The occupier of a Unit used for residential purposes must not, without the consent of the Strata Corporation, use or store on the Unit or on the Common Property any explosive or other dangerous substance.
  
11. A person bound by these Articles:-
  - (a) must maintain within the Unit, or on a part of the Common Property set apart for the purpose by the Strata Corporation, a receptacle for garbage adequately covered; **AND**
  - (b) must comply with all Council By-Laws relating to the disposal of garbage.
  
12. A Unit holder must immediately notify the Strata Corporation of:-
  - (a) any change in the ownership of the Unit, or any change in the address of an owner; **AND**
  - (b) any change in the occupancy of the Unit.

## Income & Expenditure Statement for the financial year-to-date 01/06/2025 to 11/11/2025

Strata Corporation 7541 Inc

1A Mitchell Street, GLENGOWRIE SA 5044

### Administrative Fund

Current period

01/06/2025-11/11/2025

**Revenue**

Interest on Arrears--Admin	4.65
Levies Due--Admin	7,000.00
<i>Total revenue</i>	7,004.65

**Less expenses**

Admin--Agent Communication & info	122.50
Admin--ATO Public Officer--Taxation Services	132.00
Admin--Auditors--Audit Services	115.50
Admin--Contractor Compliance Check	92.00
Admin--Management Fees--Standard	707.45
Admin--Meeting Fee-Evening	154.00
Maint Bldg--Fencing--Boundary	690.00
Maint Bldg--Roof	20.00
Maint Grounds--Lawns & Gardening	335.00
Maint Grounds--Paving	205.00
Utility--Electricity	180.00
Utility--Water Usage	721.59

*Total expenses* 3,475.04

Surplus/Deficit 3,529.61

Opening balance 3,827.88

Closing balance \$7,357.49

Sinking Fund

Current period

01/06/2025-11/11/2025

Revenue

Interest on Arrears-- Sinking Fund 0.83

Levies Due-- Sinking Fund 1,250.00

*Total revenue* 1,250.83

Less expenses

*Total expenses* 0.00

Surplus/Deficit 1,250.83

Opening balance 13,042.43

Closing balance \$14,293.26

# MINUTES OF THE ANNUAL GENERAL MEETING

STRATA CORPORATION No. 7541 Inc

CORPORATION ADDRESS: 1A Mitchell Street, GLENGOWRIE SA 5044

**DATE:** Wednesday the 26<sup>th</sup> June 2024

**TIME:** 6:00pm

**VENUE:** Unit 6, 1A Mitchell Street GLENGOWRIE SA 5044

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## PRESENT:

Mr D J Fenoughty	UNIT 1
Mr J Rezek & Ms N R Brammer	UNIT 3
Mr D J Fenoughty rep Mr Trevor M Radbone by proxy	UNIT 4
Ian Leslie Pearce	UNIT 5
Mrs Cleworth Adams	UNIT 6

## PRESENT BY PROXY:

Mr Trevor M Radbone by proxy to Mr D J Fenoughty	UNIT 4
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## IN ATTENDANCE:

Mrs Heidi Spezzano 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. 5 out of 7 Units represented.

**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. **Chair:**

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 that the Manager would act as the Secretary for this meeting, chair and record the minutes. Motion Passed.

**MOTION CARRIED**

2. **Acceptance of Previous Minutes:**

Minutes of the last meeting held by the group were resolved as a true and correct record of the meeting. These minutes were completed by previous management.

**MOTION CARRIED**

- 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:**

The statement of accounts for the financial period ending 31<sup>st</sup> of May 2024 were circulated to Members for review prior to the meeting. These financial statements were accepted by 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 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 **Strata Title Act 1988**.
- Stratarama be remunerated by a primary annual management fee of \$1,617.00 inclusive of GST.
- Stratarama be remunerated for other service fees as outlined in the management agreement. The Presiding Officer is authorised 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 **Strata Titles Act 1988 –section 23 (6)** 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 that the following appointments be made for the coming period:

- |                      |                   |        |
|----------------------|-------------------|--------|
| • Presiding Officer: | Ian Leslie Pearce | UNIT 5 |
| • Treasurer:         | Trevor Radbone    | UNIT 4 |
| • Secretary:         | Ian Leslie Pearce | UNIT 5 |

It is noted that Mr D Fenoughty offers great support to Mr Radbone.

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

- All Office Bearers listed above

\*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 Strata Titles Act 1988. 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).

**MOTION CARRIED**

**Insurance; review of Policies and Sums Insured:**

Stratarama advised the Corporation that **Section 30 of the Strata Titles Act 1988** requires the Corporation Owners to insure the property for full replacement value or reinstatement value. This includes all buildings and building improvements (including the costs to demolish, survey, architectural and engineering works/ plans and all other costs). Stratarama suggest regular insurance valuations of the property to ensure compliance and appropriate cover.

Insurance Policy Breakdown:

Building cover:	\$2,438,119.00
Public/ Legal Liability:	\$20,000,000.00
Office Bearers Cover:	\$500,000.00
Fidelity Guarantee Cover:	\$100,000.00
Flood inclusion Cover:	Refer Policy details
Excess:	\$2,000.00 on all claims or \$5,000.00 on water damage or burst pipe claims

Last Valuation report: setting the recommended reinstatement value at \$1,895,000,  
dated: June 2020

Current Insurer: CHU Underwriting Agencies Pty Ltd.  
Renewal date: 28/02/2025

**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.

**Standing Direction and disclosure:** To ensure compliance of current legislation, the Corporation agree to grant a standing direction to Stratarama Pty Ltd to renew the Corporation insurance (including obtaining quotes and changing Insurers) per direction of the Members at a meeting of the Corporation, or as instructed by the Office Bearers where empowered to do so. 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.

**Insurance cover decision:** Members advised the Manager to obtain an alternative quote prior to the next renewal based on a new valuation report to be obtained closer to the expiry of the existing policy. Once the quote and renewal are received, the Manager to circulate to all Members for further determination so an informed decision can be reached. It was further agreed to renew the public liability cover.

**MOTION CARRIED**

**Insurance Valuation:** Members resolved to arrange an insurance valuation closer to expiry date of the existing policy. The report to be circulated to all Members once available and to be the basis for the next renewal.

**MOTION CARRIED**

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

**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/>

**Should Unit Owners require contents or Landlord protection policies privately, Stratarama is pleased to provide the following links as options for you.** There is no obligation at all to use these services and are provided only as an option for you to research independently as services also provided by CHU.

Landlords Link: [https://my.chu.com.au/stratarama\\_landlords](https://my.chu.com.au/stratarama_landlords)

Contents Link: [https://my.chu.com.au/stratarama\\_contents](https://my.chu.com.au/stratarama_contents)

The provision of these links represents general advice and does not take into account any specific financial situations, objectives or needs of an individual or Body Corporate/ Strata Corporation. Before you make any decision about whether to acquire a certain product, you should read the relevant product disclosure statement, policy wording and/or consult your Insurer.

## 6. General Business / Maintenance:

**a) Grounds' Maintenance:** Members discussed the current arrangement relating to ongoing grounds' maintenance where Members continue to maintain the front gardens to their individual Units whilst noting it is common property. The grounds' contractor currently attends on an as needed basis to maintain the garden areas along the driveway (common property) and if any work is carried out to the garden areas located directly to the front of any of the Units, it was agreed that this section would continue to be the responsibility of the Unit Holder.

**Termites:** Members note that the responsibility to inspect, treat and maintain (including termite damage repairs) is the responsibility of the Corporation. The Corporation may elect to undertake a termite inspection.

**Authorised vs Non-approved Repairers:** The Corporation utilise the services of SMATA – 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-CC 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.

7. **Administrative Fund Budget:**

The budget for the coming period was presented by the Manager. After further discussion on the annual budget amount, it was resolved that the budget be accepted with contributions being set annually at **\$14,000.00 (increased by \$1,000.00).**

It was further ratified that the ongoing annual reimbursement of \$120.00 to D Fenoughty of Unit 1 for the common property electricity supply is to continue.

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

**MOTION CARRIED**

8. **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 that the proposed budget be accepted with contributions being set annually at **\$2,500 (retained).**

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

**MOTION CARRIED**

**Levies Due: Levies will fall due on the following dates – 15<sup>th</sup> of September, 15<sup>th</sup> of December, 15<sup>th</sup> of March and 15<sup>th</sup> of June.**

9. **Special Levy Authority/ shortfall of funds:** 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**

10. **Levy Arrears/ recovery of overdue contributions:**

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.

Overdue notices are charge to the Owner 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

**CARRIED UNANIMOUSLY**

11. **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.

12. **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.

**There were no approvals sought at this meeting.**

13. **Any Other Business:**

**a) Pet Approvals:** Members discussed the upcoming change with the Residential Tenancies Act 1995 where pets cannot be unreasonably refused and the concern by Members if any of the rented Units would have to agree to pets. The Manager informed the meeting that the Strata Titles Act 1988 is superior and that the standard Articles remain the same relating to pet approvals. Any Owners or Tenants must apply to the Strata Corporation in the first instance to keep a pet at the premises and are assessed on a case by case basis.

**b) Public Liability:** Members sought clarification on the extent of coverage for public liability to which the Manager informed the meeting that the public liability cover on the building policy relates to the common property only whereas if any repairs were to be undertaken within a Unit, the liability would come under the Contractors insurance.

**c) Solar Lighting:** Members raised that there is a lack of light along the driveway and is making visibility difficult at night especially in the winter months. After further discussion, Members agreed to install some solar lighting along the driveway to which I Pearce of Unit 5 to investigate some solutions and arrange the installation of standalone lighting to the driveway.

**MOTION CARRIED**

**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.

**Next Scheduled Meeting:**

The next AGM for your Corporation is scheduled to be held at 6:00pm on or around Tuesday 24<sup>th</sup> June 2025 to be held at Unit 6/1A Mitchell Street, Glengowrie or alternative location to be determined closer to the time.

14. **Meeting Closure:**

There being no further business, attendees were thanked for their presence and the meeting declared closed at 7:42pm.

## Balance Sheet

### As at 11/11/2025

Strata Corporation 7541 Inc

1A Mitchell Street, GLENGOWRIE SA 5044

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	3,529.61
Owners Equity--Admin	3,827.88
	<u>7,357.49</u>
Sinking Fund	
Operating Surplus/Deficit-- Sinking Fund	1,250.83
Owners Equity-- Sinking Fund	13,042.43
	<u>14,293.26</u>
Net owners' funds	<u>\$21,650.75</u>
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	8,341.22
	<u>8,341.22</u>
Sinking Fund	
Cash at Bank- Sinking Fund	14,468.93
	<u>14,468.93</u>
Unallocated Money	<u>0.00</u>
<i>Total assets</i>	<u>22,810.15</u>
Less liabilities	
Administrative Fund	
Prepaid Levies--Admin	983.73
	<u>983.73</u>
Sinking Fund	
Prepaid Levies-- Sinking Fund	175.67
	<u>175.67</u>
Unallocated Money	<u>0.00</u>
<i>Total liabilities</i>	<u>1,159.40</u>
Net assets	<u>\$21,650.75</u>

LTO G

STRATA PLAN NUMBER

**SP 7541**

ACCEPTED FOR DEPOSIT

*[Signature]*  
pro Registrar-General  
21/4/1987

Reference Map No.

COUNCIL

CITY OF MARDIN

THIS IS SHEET 1 OF 3 SHEETS

McGILP AVE.

CLIFF STREET

HD. OF NOARLUNGA  
LOT 105, D.P. 19897  
PT. SEC. 174  
in the area named  
**GLENGOWRIE**

CT VOL. 4294 FOL. 48  
TOTAL AREA : 2208m<sup>2</sup>

**SITE PLAN**

D.P.

15898

19897

F.P.

9176

D.P.



AUTHORITY FOR DATA : FP. 24 200

MITCHELL STREET

STREET

62.94

4215

3046

FOREST, GRIGULIS & ASSOCS. Pty Ltd.  
25 PIRIE STREET, ADELAIDE, 5000  
PHONE : 212 7568

REFERENCE : B6181

Malcolm John BEDDOME  
L100000 Surveyor with the authority of the  
SURVEYOR GENERAL, SOUTH AUSTRALIA  
I HAVE EXAMINED THE ABOVE STRATA PLAN AND ALL  
THE INFORMATION AND DATA SUBMITTED TO ME BY  
THE REGISTRAR AND I AM SATISFIED THAT THE  
STRATA PLAN IS CORRECTLY PREPARED AND  
CONFORMS WITH THE REQUIREMENTS OF THE  
STRATA ACT 1974 AND THE STRATA REGULATIONS  
1974. I HAVE NOT CONDUCTED A VISUAL INSPECTION  
OF THE SITE AND THE INFORMATION AS  
SUBMITTED TO ME BY THE REGISTRAR.  
I AM NOT PROVIDING ANY GUARANTEE AS TO THE  
ACCURACY OF THE INFORMATION AS SUBMITTED TO  
ME BY THE REGISTRAR.  
DATE: 19TH DAY OF NOV. 1986.  
*[Signature]*  
L100000 Surveyor

WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

MICROFILMED  
**28-4-87**

STRATA PLAN NUMBER  
**SP 7541**

ACCEPTED FOR DEPOSIT

*[Signature]*  
pro Registrar-General  
21/4/1987

Reference Map No.

COUNCIL

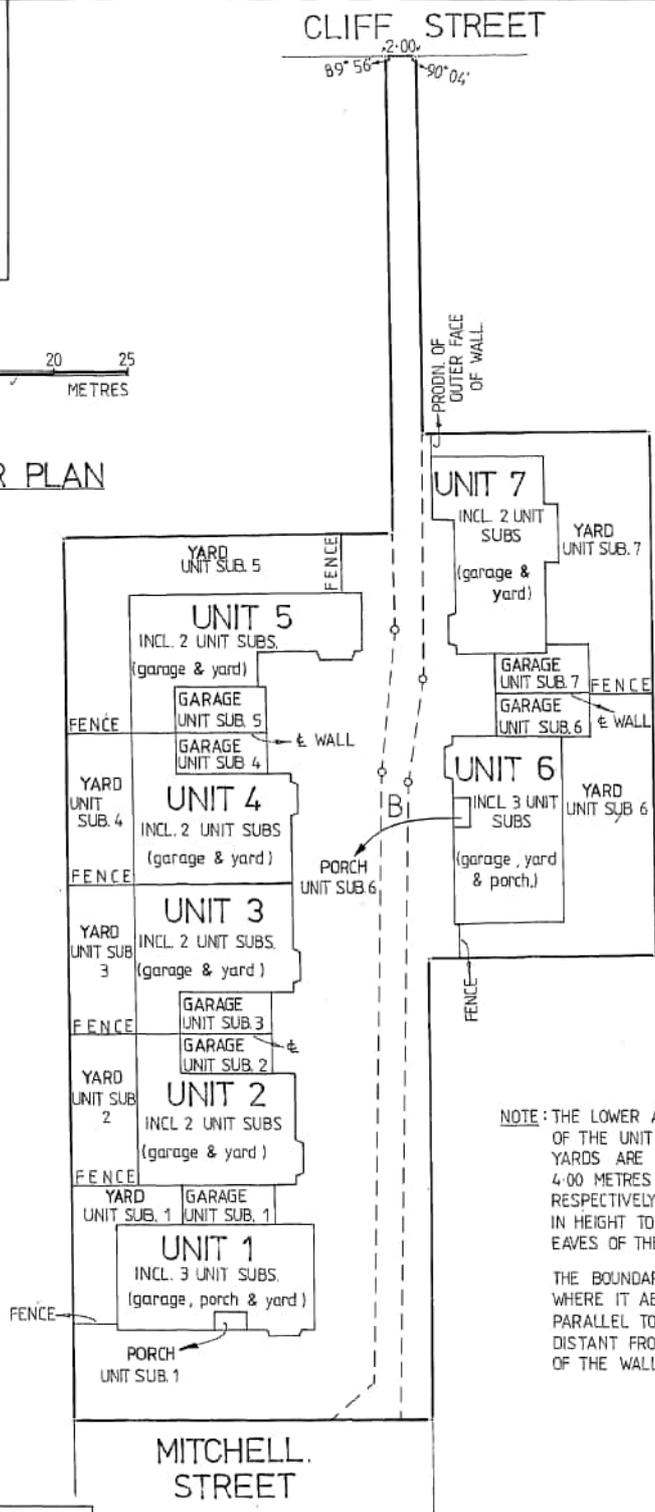
CITY OF MARION

THIS IS SHEET 2 OF 3 SHEETS



### GROUND FLOOR PLAN

WARNING CREASING OR FOLDING WILL LEAD TO REJECTION



NOTE: THE LOWER AND UPPER BOUNDARIES OF THE UNIT SUBSIDIARIES SHOWN AS YARDS ARE EXISTING GROUND LEVEL 4.00 METRES ABOVE EXISTING GROUND RESPECTIVELY EXCEPT WHERE LIMITED IN HEIGHT TO THE UNDERSIDE OF THE EAVES OF THE EXISTING BUILDINGS.

THE BOUNDARY OF A UNIT SUBSIDIARY, WHERE IT ABUTS A UNIT, IS A PLANE PARALLEL TO AND 0.02 METRES DISTANT FROM THE EXTERNAL SURFACE OF THE WALL OF THAT UNIT.

FOREST, GRIGULIS & ASSOCS. Pty Ltd.  
25 PIRIE STREET, ADELAIDE, 5000  
PHONE: 212 7568  
REFERENCE: 86181

LTO H

MICROFILMED  
**28-4-87**

STRATA PLAN NUMBER

**SP 7541**

Authenticated vide  
Application No. **6327680**  
and Accepted for Deposit



pro Registrar-General  
21 / 4 / 1987

THIS IS SHEET 3 OF 3 SHEETS

SCHEDULE OF UNIT ENTITLEMENT						
UNIT NO	UNIT ENTITLEMENT	UNIT NO	UNIT ENTITLEMENT	UNIT NO	UNIT ENTITLEMENT	UNIT ENTITLEMENT
1	160					
2	140					
3	130					
4	130					
5	150					
6	140					
7	150					
AGGREGATE	1,000	AGGREGATE				
		AGGREGATE				
		COMMON PROPERTY				
		ROAD or RESERVE ALLOTMENTS				

MICROFILMED  
**28-4-87**



Level 13, 431 King William Street  
Adelaide SA 5000

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	<b>HU0000008038</b>
<b>Policy Wording</b>	<b>CHU RESIDENTIAL STRATA INSURANCE PLAN</b>
<b>Period of Insurance</b>	<b>28/02/2025 to 28/02/2026 at 4:00pm</b>
<b>The Insured</b>	<b>STRATA CORPORATION NO. 7541 INC.</b>
<b>Situation</b>	<b>1A MITCHELL STREET GLENGOWRIE SA 5044</b>

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### Policies Selected

#### Policy 1 – Insured Property

Building: \$3,076,500  
Common Area Contents: \$30,765  
Loss of Rent & Temporary Accommodation (total payable): \$461,475

#### Policy 2 – Liability to Others

Sum Insured: \$20,000,000

#### Policy 3 – Voluntary Workers

Death: \$200,000  
Total Disablement: \$2,000 per week

#### Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

#### Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$500,000

#### Policy 6 – Machinery Breakdown

Not Selected

#### Policy 7 – Catastrophe Insurance

Not Selected

#### Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000  
Appeal expenses – common property health & safety breaches: \$100,000  
Legal Defence Expenses: \$50,000

#### Policy 9 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000



**Flood Cover is included.**

Date Printed

24/02/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.