

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:

Jamie Renee Fraser (previously Werthenbach)

Address:

1/19 Dry Plains Road, Finniss SA 5255

4 Vendor's registered agent:

Magain Real Estate Happy Valley Pty Ltd T/A Magain Real Estate

Address:

Unit 2/32 Saltfleet Street Port Noarlunga SA 5167

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 2/2 Petersen Crescent, Port Noarlunga SA 5167 and being whole of the land in

Certificate of Title Volume 6200 Folio 111 and being whole of Lot 3 on Primary Community Plan 40906 in the

Area named Port Noarlunga 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:

1/19 Dry Plains Road, Finnis SA 5255

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

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

steven@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:

Unit 2/32 Saltfleet Street Port Noarlunga SA 5167

(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~~,

Jamie Renee Fraser (previously Werthenbach)

of

1/19 Dry Plains Road, Finniess SA 5255

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,

Steven Weinert

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

Exceptions:

NIL

Date: _____ Signed: _____

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

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

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

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

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

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

TABLE OF PARTICULARS

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

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

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

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

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

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

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

Column 1	Column 2	Column 3
1. General		
1.1 Mortgage of land	<i>Is this item applicable?</i>	<input checked="" type="checkbox"/>
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Will this be discharged or satisfied prior to or at settlement?</i>	YES
	<i>Are there attachments?</i>	YES
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	REFER ATTACHED CERTIFICATE OF TITLE	
	Number of mortgage (if registered):	
	14384346	
	Name of mortgagee:	
	COMMONWEALTH BANK OF AUSTRALIA	
1.2 Easement (whether over the land or annexed to the land)	<i>Is this item applicable?</i>	<input type="checkbox"/>
Note - "Easement" includes rights of way and party wall rights.	<i>Will this be discharged or satisfied prior to or at settlement?</i>	YES/NO
	<i>Are there attachments?</i>	YES/NO
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	Description of land subject to easement:	
	Nature of easement:	
	Are you aware of any encroachment on the easement?	
	(If YES , give details):	
	If there is an encroachment, has approval for the encroachment been given?	
	(If YES , give details):	
1.3 Restrictive covenant	<i>Is this item applicable?</i>	<input type="checkbox"/>
<i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	<i>Will this be discharged or satisfied prior to or at settlement?</i>	YES/NO
	<i>Are there attachments?</i>	YES/NO
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	
	Nature of restrictive covenant:	
	Name of person in whose favour restrictive covenant operates:	
	Does the restrictive covenant affect the whole of the land being acquired?	
	(If NO , give details):	
	Does the restrictive covenant affect land other than that being acquired?	

Column 1	Column 2	Column 3
1.4 Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.) [Note - <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Names of parties: Period of lease, agreement for lease etc: From: To: Amount of rent or licence fee: per (period) Is the lease, agreement for lease etc in writing? If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify- (a) the Act under which the lease or licence was granted: (b) the outstanding amounts due (including any interest or penalty):	<input type="checkbox"/> YES/NO YES/NO
5. Development Act 1993 (repealed)		
5.1 section 42 - Condition (that continues to apply) of a development authorisation [Note - <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> REFER ATTACHED COUNCIL SEARCH APPLICATION NO. 145/1825/2016, DEMOLITION OF EXISTING STRUCTURES AND CONSTRUCTION OF FOUR 2 STOREY DWELLINGS APPROVED 23/06/2017 Condition(s) of authorisation: REFER ATTACHED COUNCIL SEARCH	<input checked="" type="checkbox"/> NO YES
6. Repealed Act conditions		
6.1 Condition (that continues to apply) of an approval or authorisation granted under the Building Act 1971 (repealed), the City of Adelaide Development Control Act 1976 (repealed), the Planning Act 1982 (repealed) or the Planning and Development Act 1967 (repealed) [Note - <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Is this item applicable? Will this be discharged or satisfied prior to or at settlement? Are there attachments? <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> Nature of condition(s):	<input type="checkbox"/> YES/NO YES/NO

Column 1	Column 2	Column 3
21. Local Government Act 1999		
21.1 Notice, order, declaration, charge, claim or demand given or made under the Act	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): REFER ATTACHED LOCAL GOVERNMENT RATES SEARCH</p> <p>Date of notice, order etc: 30/01/2026</p> <p>Name of council by which, or person by whom, notice, order etc is given or made: CITY OF ONKAPARINGA</p> <p>Land subject thereto: CT-6200/111</p> <p>Nature of requirements contained in notice, order etc: GENERAL RATES 2025-2026 FINANCIAL YEAR</p> <p>Time for carrying out requirements: 2025-2026 FINANCIAL YEAR</p> <p>Amount payable (if any): \$483.06</p>	<input checked="" type="checkbox"/> YES YES
29. Planning, Development and Infrastructure Act 2016		
29.1 Part 5 - Planning and Design Code	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars): REFER ATTACHED CERTIFICATE OF TITLE, PROPERTY INTEREST REPORT AND COUNCIL SEARCH</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): ZONED HOUSING DIVERSITY NEIGHBOURHOOD TO THE CITY OF ONKAPARINGA COUNCIL AREA</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? YES</p> <p>Note- For further information about the Planning and Design Code visit https://code.plan.sa.gov.au.</p>	<input checked="" type="checkbox"/> NO YES
<p>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</p> <p>N/A</p>	<p>29.2 section 127 - Condition (that continues to apply) of a development authorisation</p> <p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</p> <p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p>	<input type="checkbox"/> YES/NO YES/NO

SCHEDULE – DIVISION 2

OTHER PARTICULARS

(section 7(1)(b))

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



- 1 Name of community corporation:
COMMUNITY CORPORATION NO. 40906 INC
Address of community corporation:
2 PETERSEN CRESCENT,
PORT NOARLUNGA SA 5167
- 2 Application must be made in writing to the community corporation for the particulars and documents referred to in 3 and 4. Application must also be made in writing to the community corporation for the documents referred to in 6 unless those documents are obtained from the Lands Titles Registration Office.
- 3 Particulars supplied by the community corporation or known to the vendor:
 - (a) particulars of contributions payable in relation to the lot (including details of arrears of contributions related to the lot):
CORPORATION IS SELF MANAGED. NO ANNUAL MEETINGS ARE HELD, NO ACCOUNTS ARE HELD BY THE CORPORATION. OWNERS SHARE THE COST OF INSURANCE FOR THE COMMON PROPERTY ANNUALLY. REFER ATTACHED INSURANCE RENEWAL DOCUMENT DATED 03/07/2025
 - (b) particulars of assets and liabilities of the community corporation:
CORPORATION IS SELF MANAGED. NO ANNUAL MEETINGS ARE HELD, NO ACCOUNTS ARE HELD BY THE CORPORATION. OWNERS SHARE THE COST OF INSURANCE FOR THE COMMON PROPERTY ANNUALLY. REFER ATTACHED INSURANCE RENEWAL DOCUMENT DATED 03/07/2025
 - (c) particulars of expenditure that the community corporation has incurred, or has resolved to incur, and to which the owner of the lot must contribute, or is likely to be required to contribute:
N/A
 - (d) if the lot is a development lot, particulars of the scheme description relating to the development lot and particulars of the obligations of the owner of the development lot under the development contract:
N/A
 - (e) if the lot is a community lot, particulars of the lot entitlement of the lot:
2,450/10,000

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

- 4 Documents supplied by the community corporation that are enclosed:
 - (a) a copy of the minutes of the general meetings of the community corporation and management committee
*for the 2 years preceding this statement/since the deposit of the community plan;
(*Strike out or omit whichever is the greater period)
NO
 - (b) a copy of the statement of accounts of the community corporation last prepared;
NO
 - (c) a copy of current policies of insurance taken out by the community corporation.
YES

[For each document indicate (YES or NO) whether or not the document has been supplied by the community corporation by the date of this statement.]
- 5 If "not known" has been specified for any particulars in 3 or a document referred to in 4 has not been supplied, set out the date of the application made to the community corporation and give details of any other steps taken to obtain the particulars or documents concerned:
CORPORATION IS SELF MANAGED. NO ANNUAL MEETINGS ARE HELD, NO ACCOUNTS ARE HELD BY THE CORPORATION. OWNERS SHARE THE COST OF INSURANCE FOR THE COMMON PROPERTY ANNUALLY. REFER ATTACHED INSURANCE RENEWAL DOCUMENT DATED 03/07/2025
- 6 The following documents are enclosed:
 - (a) ~~a copy of the scheme description (if any) and the development contract (if any);~~
 - (b) a copy of the by-laws of the community scheme.
- ~~7 The following additional particulars are known to the vendor or have been supplied by the community corporation:~~

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

Name:

SELF-MANAGED WITH NO APPOINTED OFFICE BEARERS AS SUCH

Address:

Note—

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

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

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

Governance

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

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

Use of your property

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

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

Are you buying a debt?

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

Expenses

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

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

Guarantee

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

Contracts

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

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

Buying off the plan

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

Mixed use developments - voting rights

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

Further information

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

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

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

You can also seek advice from a legal practitioner.

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

The Purchaser acknowledges receipt of the following:

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

the above being identified by pages numbered 1 to 13 inclusive, together with the following annexures and supporting documents (if any):

FORM 3 Buyers Information Notice

COPY OF THE LAST RENEWAL INSURANCE FOR THE COMMUNITY CORPORATION

COPY OF COMMUNITY CORPORATION BY-LAWS

CERTIFICATE(S) OF TITLE

R3 - BUYERS INFORMATION NOTICE

PROPERTY INTEREST REPORT

SA WATER CERTIFICATE

CERTIFICATE OF LAND TAX PAYABLE

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

LOCAL GOVERNMENT RATES SEARCH

LOCAL GOVERNMENT PROPERTY INFORMATION & PARTICULARS

SIGNED BY THE PURCHASER:

Date: _____ Signed: _____

Date: _____ Signed: _____

The Purchaser:

1. acknowledges and consents to the parties and their representatives signing the Form 1 by digital and or electronic signatures under the *Electronic Communications Act* (SA);
2. by signing this Acknowledgement, signs for all Purchasers, and warrants authority to acknowledge the Form 1 for all Purchasers (if more than 1); and
3. is not required to sign a Form 1 for it to be validly served and acknowledges the signing provision above is included if the Agent serves the Form 1 in person and wants evidence of the Purchaser having been served. If the Form 1 is served electronically, the email is sufficient evidence of what has been served.

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

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

Buyers information notice

Prescribed notice to be given to purchaser

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

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

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

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

Safety

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



Enjoyment

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

Value

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

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

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

**iCorp Insure**

57 Henley Beach Road Mile End South Australia 5031

T: (08) 8238 0111 E: service@icorpinsure.com.au icorpinsure.com.au

iCorp Insure is an Authorised Representative of Guardian Insurance Brokers Pty Ltd

AFS Authorised Representative No: 1295524

Guardian Insurance Brokers ABN: 16 070 398 195 AFS License: 239120

Insurance for individuals and small business

Please read carefully the following document as it outlines your insurance covers. This invoice may include a Statement of Advice (SOA) detailing the basis of our recommendations. Also included is the Important Notices, Terms of Trading, Duty of Disclosure, Rights of Subrogation and Underinsurance.

Page 1 of 9

Jamie Werthenbach
Community Corporation 40906 Inc.
Unit 2 / 2 Petersen Crescent
PORT NOARLUNGA SA 5167

TAX INVOICE

This document will be a tax invoice
for GST when you make payment

Invoice Date: 3/07/2025**Invoice No:** 333468**Our Reference:** CC40906-2

Should you have any queries in relation to this account,
please contact your Account Manager

SME iCorp

Class of Policy: Community Title Insurance
Insurer: QBE Insurance (Australia) Limited
Level 16, 45 Pirie Street, Adelaide SA 5000
ABN: 28 087 142 569
The Insured: Community Corporation No. 40906 Inc.

RENEWAL**Policy No:** CAH0006496**Period of Cover:**From **26/07/2025**to **26/07/2026** at 4:00 pm**Details:** See attached schedule for a description of the risk(s) insured**2 Petersen Crescent, PORT NOARLUNGA SA 5167****PAYMENT DUE WITHIN 7 DAYS OF INCEPTION DATE**

Please refer to payment options below.

DUTY OF DISCLOSURE & TRADING TERMS

Please refer to the enclosed schedule for your Duty of Disclosure and Terms of Trading.

LIFE INSURANCE & INCOME PROTECTION

Please contact us to discuss life, total and permanent disability and income protection insurance.

Your Premium:

Premium	UW Levy	Fire Levy	GST Stamp Duty	Admin Fee	Broker Fee
\$127.05	\$25.00	\$0.00	\$17.24	\$15.37	\$0.00
					\$20.34

TOTAL \$205.00
(Excluding Credit Card fee)

Credit Card fee (inc GST) is \$2.05

Credit card payments are subject to a surcharge
(incl. GST): Mastercard (1%), Visa (1%) and
American Express (1.98%).

**Bill Code:** 387829
Ref: 0130174062216714**Telephone & Internet Banking - BPAY®**

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

Our Reference: CC40906-2**Invoice No:** 333468**Acct Man:** SME iCorp

Acct Name: Guardian Insurance Brokers Pty Ltd Trust A
BSB: 105074 **Account:** 042149640
Reference: CC40906-2 333468



Mail this portion with your cheque payable to:
Guardian Insurance Brokers Pty Ltd
PO Box 640
TORRENSVILLE PLAZA SA 5031



To pay with your
Mastercard, Visa or American Express
Call 1300 482 734
Visit www.guardian.com.au
Client Ref: 0117406X Invoice Ref: 333468

AMOUNT DUE**\$205.00**

Schedule of Insurance

Class of Policy:	Community Title Insurance	Policy No:	CAH0006496
The Insured:	Community Corporation No. 40906 Inc.	Invoice No:	333468
		Our Ref:	CC40906

This policy has been placed through

CHU Underwriting Agencies Pty Ltd
ABN 18 001 580 070
208 Greenhill Road, Eastwood, SA, 5063

CHU Underwriting Agencies Pty Ltd is an underwriting agency who has placed the policy with

QBE Insurance (Australia) Limited
ABN 28 087 142 569
Level 16, 45 Pirie Street, Adelaide SA 5000

CHU Community Association Insurance Plan

Policy Number	CAH0006496
Policy Wording	CHU COMMUNITY ASSOCIATION INSURANCE PLAN
The Insured	COMMUNITY CORPORATION NO. 40906 INC.
Situation	2 PETERSEN CRESCENT, PORT NOARLUNGA SA 5167
Policy Period	26/07/2025 to 26/07/2026 at 4:00pm

Policies Selected

Policy 1 – Community Property	
Community property: <i>(Please note, last year's sum insured has been indexed by 5% .)</i>	\$562,599
Community income:	\$9,389
Common area contents:	\$0
Policy 2 – Liability to Others	
Limit of liability:	\$20,000,000
Policy 3 – Voluntary Workers	
Death:	\$200,000
Total Disablement:	\$2,000 p.w
Policy 4 – Fidelity Guarantee	
Sum Insured:	\$100,000
Policy 5 – Office Bearers’ Legal Liability	Not Selected
Policy 6 – Machinery Breakdown	Not Selected
Policy 7 – Catastrophe Insurance	Not Selected
Policy 8 – Government Audit Costs and Legal Expenses	
Part A: Government Audit Costs:	\$25,000
Part B: Appeal expenses – common property health & safety breaches:	\$100,000
Part C: Legal Defence Expenses:	\$50,000

Flood Cover is included.

Flood Cover Endorsement

Flood cover is included.

Schedule of Insurance

Page 3 of 9

Class of Policy: Community Title Insurance
The Insured: Community Corporation No. 40906 Inc.

Policy No: CAH0006496
Invoice No: 333468
Our Ref: CC40906

The following terms and conditions of Your Policy is hereby amended by this endorsement and should be read in conjunction with, and as forming part of Community Association Insurance Plan.

Policy 1, Exclusion 1. a. "caused by Flood" is hereby removed.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Excesses

Policy 1 – Community Property

Standard: \$300

Other excesses payable are shown in the Policy Wording.

Excesses – explanatory notes

Whenever an Excess and amount is shown in the Schedule or Policy Wording, You must pay or contribute the stated amount for each claim You make against the Insured Event.

Water Damage Excess

The following Excess will apply to Policy 1 – Insured Property for loss or damage caused by:

- a. Damage from bursting, leaking, discharging or overflowing of tanks, apparatus or pipes
- b. Rainwater

The additional Excess payable will be shown on Your Policy Schedule.

Unoccupancy Excess

An additional Excess will apply to Policy 1 – Insured Property claims if fifty percent (50%) or more of the available Lots/Units are unoccupied at the time of loss.

The additional Excess payable will be shown on Your Policy Schedule.

Other excesses apply. These are listed on your Policy Schedule or described in the Policy Wording.

Schedule of Insurance

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Class of Policy: Community Title Insurance
The Insured: Community Corporation No. 40906 Inc.

Policy No: CAH0006496
Invoice No: 333468
Our Ref: CC40906

REMUNERATION ADVICE

	Amount	GST	Total
Broker Fee	81.35	8.12	89.47
Commission	76.22	7.62	83.84
Total Income	157.57	15.74	173.31

For providing you with service, we receive remuneration, being commission, paid by the insurer. We will receive ongoing commission of a percentage of the premium from the Insurer for as long as the policy remains in force.

Commission is a payment made by the Insurer and is not an additional payment required from you over and above the quoted premium.

We will also charge a brokerage fee to compensate us for the costs of selecting and arranging appropriate cover.

We do not often pay any commissions, fees or benefits to others who refer you to us. If we do, we will pay commissions to those people out of our commission or fees (not in addition to those amounts), in the range of 0% to 25% of our commission or fees and these will be noted above.

Important Notes:

You should have been provided with our Important Information Booklet which includes our Financial Services Guide (FSG). The Important information booklet, FSG and and Product Disclosure Statement (PDS) are important documents that we highly recommend you read and understand, prior to acting upon any recommendations. Please advise us if you have not received both of these important documents or if you have any questions about them.

We are happy to assist you to obtain cover and are committed to providing you with ongoing support and advice. If you have any questions or require additional assistance, please do not hesitate to contact us.

IMPORTANT NOTICES & INFORMATION

We have prepared this document to assist you to understand important issues relating to your insurances. We recommend that you read it carefully. Please contact your Account Executive if there is anything you do not understand, or if you have any questions.

FINANCIAL SERVICES GUIDE (FSG):

Our FSG is designed to assist you in deciding whether, or not to use any of the services we offer. Full details of our FSG are available from our website. Alternatively, please request a copy from our staff.

TERMS OF BUSINESS:

For full details of our Terms of Business, please refer to the "Important Information Booklet" provided to you. If you require an additional copy of this Booklet, please refer to our website, or please request a copy from our staff.

When we arrange, renew or vary a cover on your behalf we will invoice you for the premium, statutory charges (eg. Stamp Duty, Fire Service Levies, Underwriter Levies, etc.) and our brokerage and/or placement fees.

To ensure continuance of cover, payment of the amount invoices by Guardian is due by thirty (30) days from the invoice (notwithstanding that the invoice may be addressed to some other party at your request) unless otherwise arranged and confirmed in writing by us. The full amount is payable by you to us, including the premium and statutory charges and/or brokerage and/or placement fees.

If your policy is monthly please ensure you have returned all required documents including your Direct Debit Form within (14) days to ensure continuance of cover. Please note if your monthly policy has a fee outstanding this is also due within (14) days of the invoice date.

DUTY OF DISCLOSURE:

YOUR DUTY OF DISCLOSURE – (NON-CONSUMER INSURANCE CONTRACTS ONLY)

Before you enter into a contract of general insurance with an Insurer, you have a duty, to tell the Insurer anything that you know, or could reasonably be expected to know, may affect the Insurer's decision to insure you and on what terms.

You have this duty until the Insurer agrees to insure you.

Class of Policy: Community Title Insurance
The Insured: Community Corporation No. 40906 Inc.

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Invoice No: 333468
Our Ref: CC40906

You have the same duty before you renew, extend, vary or reinstate a contract of general insurance.

You do not need to tell us anything:

- that reduces the risk the Insurer insures you for; or
- that is common knowledge; or
- that the insurer knows or should know; or
- the insurer waives your duty to tell them about..

If you do not tell us something

If you do not tell the Insurer something you are required to, the Insurer may cancel the contract or reduce the amount they will pay you if you make a claim, or both.

If your failure to tell the Insurer is fraudulent, the Insurer may refuse to pay a claim and treat the contract as if it never existed.

YOUR DUTY OF DISCLOSURE – (CONSUMER INSURANCE CONTRACTS)

Duty to not make a misrepresentation - (consumer insurance contracts only)

(Note: if you are renewing, applying for, or varying an existing consumer insurance contract, which is an insurance policy obtained wholly or predominately in relation to personal, domestic or household insurance purposes, you must answer the specific questions asked by the insurer truthfully and accurately. In answering those questions, you must tell the insurer all information that's known to you and that a reasonable person would be expected to provide in answer to the questions).

You have a duty under the *Insurance Contracts Act 1984* (**ICA**) to take reasonable care not to make a misrepresentation to the insurer (**your duty**).

Your duty applies only in respect of a policy that is a consumer insurance contract, which is a term defined in the ICA.

Your duty applies before you enter into the policy, and also before you renew, extend, vary, or reinstate the policy.

Before you do any of these things, you may be required to answer questions and the insurer will use the answers you provide in deciding whether to insure you, and anyone else to be insured under the policy, and on what terms. To ensure you meet your duty, your answers to the questions must be truthful, accurate and complete.

If you fail to meet your duty, the insurer may be able to cancel your contract, or reduce the amount it will pay if you make a claim, or both.

If your failure is fraudulent, the insurer may be able to refuse to pay a claim and treat the contract as if it never existed.

PEOPLE YOU REPRESENT:

You must make sure you explain the Duty of Disclosure to any person you represent when we arrange any insurance cover for you. Alternatively, you may ask any person you represent to contact us and we will explain their Duty of Disclosure to them directly.

PRIVACY:

We are committed to protecting your privacy. We use the information you provide to advise and assist with your insurance needs. We only provide your information to the companies with whom you choose to deal (and their representatives). We do not trade, rent or sell your information. If you don't provide us with full information, we can't properly advise you and you could breach your duty of disclosure. You can check the information we hold about you at any time or for more information about our Privacy Policy, ask us for a copy.

SUBROGATION AND/OR HOLD HARMLESS AGREEMENTS:

You can prejudice your rights to claim under your insurance if you make any agreement with a third party that will prevent or limit the Insurer from recovering the loss from that party (or another party who would otherwise be liable). This can occur when you sign a contract containing an indemnity clause, "hold harmless" clause or a release – unless you obtain the Insurer's consent in advance.

This is because some policies contain a 'contractual liability exclusions' that mean the Insurer can refuse to pay or reduce the amount it is liable to pay by the extent to which it is unable to recover from the third party. These exclusions are often found in public and products liability, broadform liability and professional indemnity policies.

Examples of such agreements are the "hold harmless" clauses which are often found in leases, in property management

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contracts, in maintenance or supply contracts from burglar alarm or fire protection installers and in repair contracts. Other contracts you sign from time to time relating to your business operations (e.g. supply agreements, equipment hire contracts, event hire contracts, labour hire contracts, subcontracts, design and construct contracts, consultancy agreements etc.) may contain indemnity clauses and releases which may trigger the operation of policy exclusions or breach the conditions of your insurance.

Do not sign a contract or lease without contacting your broker and/or taking legal advice as to whether the contract terms will prejudice your insurance protection under your policies. If you are in doubt or require further assistance, please consult your Account Broker.

UTMOST GOOD FAITH:

Both parties to an insurance contract, the insurer and the insured, must act towards each other with the utmost good faith. If you fail to do so, the insurer may be able to cancel your insurance. If the insurer fails to do so, you may be able to sue the insurer.

UNDERINSURANCE:

Underinsurance occurs when you have not insured the full repair or replacement value of your property/asset. If you are underinsured, your insurer may rely on any 'Average' or 'Co-insurance' clause in the insurance policy. This means you may not receive full compensation for your loss and would have to bear part of the loss yourself.

Reviewing the sums insured and declared values on a regular basis and at each renewal will help you to ensure that you have maximum protection under your policies.

You need to decide whether to increase the sums insured or declared values of insured property/assets, and whether you require replacement on a 'new for old' basis. It is also important to consider other costs such as removal of debris and any additional costs that may be required to replace the damaged property/asset. The value of the property/assets insured may need to be updated if you change locations, renovate or expand your premises, or purchase new property/assets (especially if your purchases are substantial).

In some cases insured property (like a motor vehicle) may depreciate in value or you may want to reduce the insured values to ensure that you are paying a competitive premium.

If you want to discuss whether insured property/asset values should be changed in your policies, please contact your Account Manager for assistance. If a change to the value of the property/assets insured under your policies is not notified to us, we cannot communicate these changes to the insurer.

AVERAGE OR CO-INSURANCE:

Some policies contain an Average clause. This means that if you insure for less than the full value of the property, your claim may be reduced in proportion to the amount of the under-insurance. These clauses are also called "Co-Insurance" clauses. A simple example is as follows:

- Full (Replacement) Value \$1,000,000
- Sum Insured \$500,000
- Therefore you would be self insured for 50% of the full value
- Amount of claim - say \$100,000
- Amount payable by the Insured as a result of the application of Average/Co-Insurance \$50,000 (being 50% of the loss \$100,000)

Some Business Interruption policies contain an Average/Co-Insurance clause, but the calculation is different. Generally, the Rate of Gross Profit, Revenue or Rentals (as applicable) is applied to the Annual Turnover, Revenue or Rentals (as applicable) (after adjustment for business trends or other circumstances).

If you are in any doubt about whether and how Average/Co-Insurance clauses apply to your insurances, please contact your Account Broker for assistance.

LEASING, HIRING AND BORROWING PROPERTY:

When you lease, hire or borrow property, make sure that the contract clearly identifies who is responsible for insuring the property. This will help avoid arguments after a loss and ensure that any claims are efficiently processed.

Industrial Special Risks policies automatically cover property which you are responsible to insure, subject to the policy excess. The decision as to who should insure the property is not left to your discretion. You may have other insurance (for example, public liability) which may assist you meet claims relating to property damage or personal injury caused to or by property which you lease or hire. Please note, there is usually a sub-limit on the amount of claims that can be made for damage to property in your temporary care, custody or control.

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The Insured: Community Corporation No. 40906 Inc.

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If the responsibility to insure lies with the owner, we recommend you try to ensure the lease or hire conditions waive any rights of recovery against you, even when the damage is due to your negligence. This will prevent the owner's Insurer making a recovery against you.

If there are no conditions relating to responsibility to insure in the hire or lease contract, you should write to the owner asking who is to insure the property.

UNNAMED PARTIES:

If you require a person to be named as a co-insured, a joint insured, an insured person or if you require the interest of a third party to be covered by your policy, you must request this in advance. Most policy conditions will not provide indemnity to other parties (e.g., mortgagees, lessors, principals etc) unless their interest is properly noted on the policy. Please note, while we can ask, we cannot guarantee that an insurer will accommodate a request to include a further party as an insured under your policy or to note the interests of another party on your policy.

If this is required under a contract or agreement, do not sign the contract without checking with us whether the insurer is prepared to include the other party as an insured or note that party's interests. You should also be aware that it may not be in your best interests to make arrangements to have someone else insured under the terms of your policy. We can advise you about this.

If you would like assistance or guidance with the insurance requirements under a contract, please consult your Account Broker.

MAXIMUM AMOUNT PAYABLE:

The amount(s) shown on the Policy Schedule (plus any amount(s) referred to as additional benefits) is/are the maximum payable under the policy

INSURER SECURITY:

Financial security of your insurance company(s) is a very important consideration for you. Although Guardian do make checks on the security of your proposed insurers before selection to insure your policy, Guardian cannot and does not guarantee the solvency or continued solvency of any insurer.

UNOCCUPANCY:

You must notify our office within fourteen (14) days if your building or home is going to be unoccupied for more than sixty (60) days at any time. Failure to do so could affect the policy conditions.

COOLING-OFF NOTICE:

If you decide that you do not require this contract of insurance, you have 14 days (or longer if the insurer allows it) from either the date you receive confirmation of this contract and the date five (5) days after the date the insurance contract was arranged (whichever occurs earlier) to change your mind. You must tell the insurer in writing that you wish to return the insurance contract and have the premium repaid.

If you do so the insurance contract will be terminated from the time you notified the insurer. The insurer may retain its reasonable administration and transaction costs and a short-term premium.

You cannot return the contract of insurance if it has already expired or if you have made a claim under it.

CHANGES AND DEVELOPMENTS:

Your Insurance Programme has been prepared with your agreement from known information about your business activities at a certain date. Changes and developments may occur which could have a bearing on the adequacy or efficacy of your insurances.

The following list should be used as a guide to areas of activity which should be notified to Guardian immediately when they are proposed or occur so that steps can be taken to ensure your organisation remains adequately protected. It is not exhaustive, so when in doubt please contact Guardian for guidance:

- Acquisition of new subsidiaries, mergers or joint ventures in which you are involved in Australia or elsewhere.
- Acquisition, construction or occupancy of new premises; alteration, vacation, temporary unoccupancy, extension or demolition of existing premises.
- Increases in value in excess of policy limits for buildings, plant, machinery or stock (whether due to acquisition, economic inflation or exchange rate fluctuation).

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The Insured: Community Corporation No. 40906 Inc.

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- Alterations to or disconnection of fire or burglary protection systems.
- Contractual liabilities assumed and legal rights contractually relinquished or diminished, any contract which impose onerous conditions.
- Changes in processes, unoccupancy or products and extensions of business operation, including new products or processes.
- Granting of indemnities or hold-harmless agreements.
- Hiring, leasing or borrowing of plant and equipment.
- Acquisition of pressure vessels, lifting equipment or other substantial equipment.
- Movements of stock or equipment to new locations.
- Charter or operation of aircraft or waterborne craft.
- External funding - mortgages to other borrowings which create insurable interest of third parties in insured property.
- Foreign trade and travel - developments involving exposures beyond Australia, overseas acquisitions or exports of products.

CLAIMS MADE DURING THE PERIOD OF INSURANCE:

Your attention is drawn to the fact that some policies (for example, professional indemnity insurance) provide cover on a **"CLAIMS MADE"** basis which means that claims first advised to you (or made against you) and reported to your insurer during the Period of Insurance are recoverable irrespective of when the incident causing the claim occurred, subject to the provisions of any clause relating to a "retroactive date".

You should also note that, in terms of the provisions of Section 40(3) of the Insurance Contracts Act 1984, where you give notice in writing to the Insurer of facts that might give rise to a claim against you as soon as is reasonably practicable after you become aware of those facts (but before the insurance cover provided by the contract expires) then the Insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the Period of Insurance cover provided by the contract.

In order to ensure that any entitlement under the policy is protected, you must therefore report all incidents that may give rise to a claim against you to the Insurers without delay after such incidents come to your attention and prior to the expiration of the policy period.

CLAIMS OCCURRING PRIOR TO COMMENCEMENT:

Your attention is drawn to the fact that your policies do not provide indemnity in respect of events that occurred **PRIOR** to commencement of the insurance contract. They cover events that occur during the time the policy is current.

GUARDIAN CLAIMS MANAGEMENT PTY LTD:

Guardian Claims Management Pty Ltd can offer a claims management service for a fee. If you require these services we will enter into a separate arrangement with you for these services. For further information about Guardian's claims management services, please contact us.

CANCELLATIONS:

We cannot request your insurer to cancel a contract of insurance without written instruction from a person(s) who is authorised to represent each of the parties who are named as insured's in the contract of insurance.

If a cover is cancelled before the expiry of the period of insurance, Guardian will refund to you only the net return premium we received from the insurer less any cancellation fee of 3% or \$33.00 (rounded to the nearest \$5.00) whichever is the greater. Guardian will retain the total brokerage and fee on all policies involved.

You are responsible to pay any charges that Guardian may incur pursuing recovery of the overdue amount, including (but not limited) legal fees, administrative costs, location and service fees and any commission payable to debt recovery consultants.

MIS-STATEMENT OF PREMIUM/EXCESS PAYABLE:

Guardian makes every effort to determine the correct amount of premium, statutory charges and excess that apply to your insurance. In the event that Guardian mis-state that amount (either because we have made an unintentional error or because a party has mis-stated the amount) we reserve the right to correct the error.

By instructing Guardian to arrange insurance for you, you agree, where permitted by law, that you shall not hold Guardian responsible for any loss that you may suffer as result of any such mis-statement.

ESSENTIAL READING OF POLICY WORDING:

Many areas of insurance are complicated and the implication of some actions may not be evident to you. It is absolutely essential that you should read this document in conjunction with your policy wording and our Important Information Booklet without delay and advise Guardian in writing of any aspect which is not clear of where cover does not meet your requirements.

Schedule of Insurance

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Class of Policy: Community Title Insurance
The Insured: Community Corporation No. 40906 Inc.

Policy No: CAH0006496
Invoice No: 333468
Our Ref: CC40906

Your policy wordings have been issued or will be issued to you as soon as they are received from the insurers. It is absolutely essential that you read these documents and advise Guardian in writing of any aspects which are not clear or where the cover does not meet with your requirements.

IMPORTANT:

This coverage summary has been prepared for general reference only. Nothing contained in this document will prevail over the terms, conditions and exclusions of the insurers policy.

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 6200 Folio 111

Parent Title(s) CT 5159/892
Creating Dealing(s) ACT 12824639
Title Issued 17/11/2017 Edition 5 Edition Issued 23/10/2024

Estate Type

FEE SIMPLE

Registered Proprietor

JAMIE RENEE WERTHENBACH
OF UNIT 2 2 PETERSEN CRESCENT PORT NOARLUNGA SA 5167

Description of Land

LOT 3 PRIMARY COMMUNITY PLAN 40906
IN THE AREA NAMED PORT NOARLUNGA
HUNDRED OF NOARLUNGA

Easements

NIL

Schedule of Dealings

Dealing Number	Description
14384346	MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

Notations

Dealings Affecting Title NIL
Priority Notices NIL

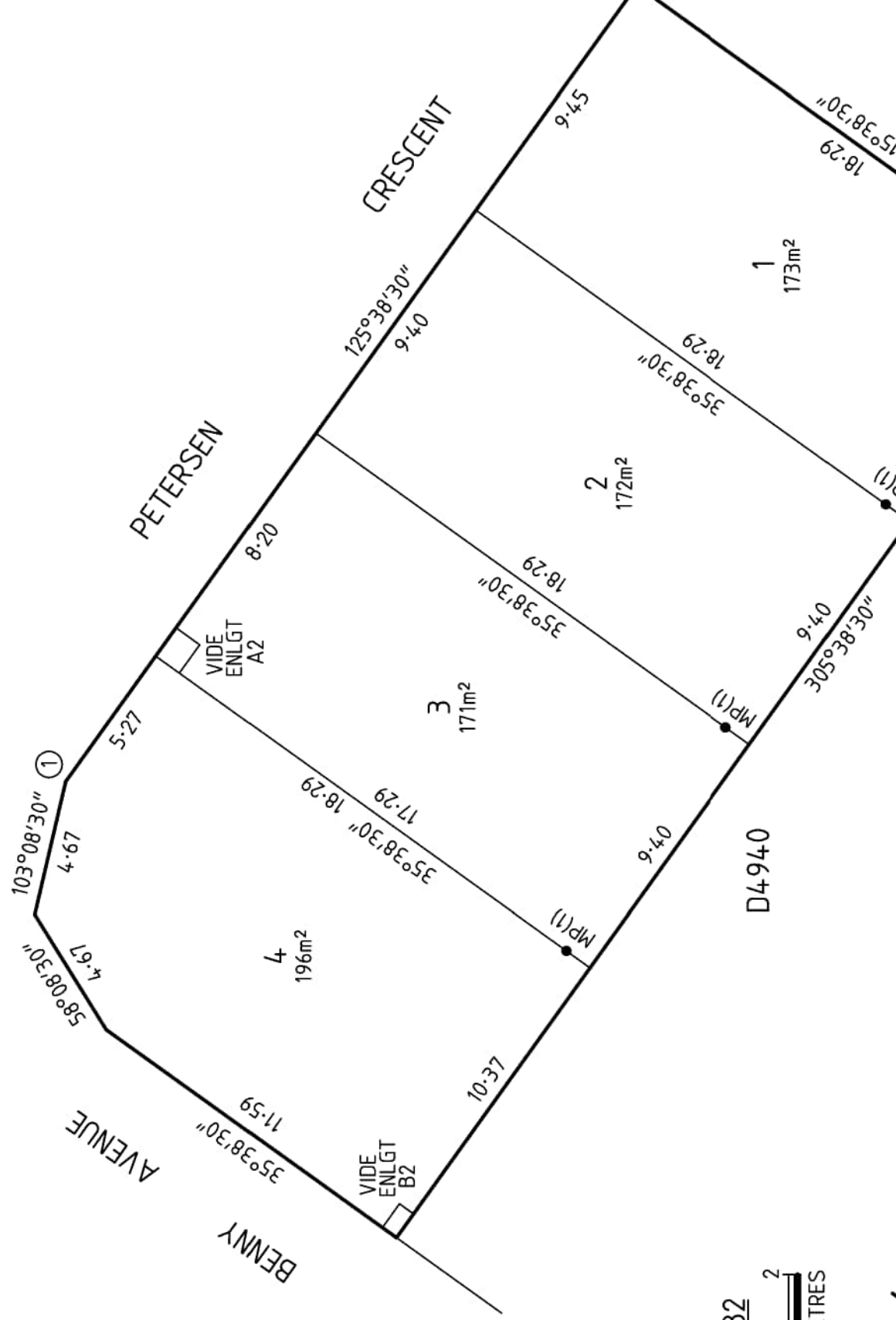
Notations on Plan

Lodgement Date	Dealing Number	Description	Status
09/11/2017	12824640	BY-LAWS	FILED

Registrar-General's Notes NIL
Administrative Interests NIL

PURPOSE:	PRIMARY COMMUNITY	AREA NAME:	PORT NOARLUNGA
MAP REF:	6527/15/N	COUNCIL:	CITY OF ONKAPARINGA
LAST PLAN:	F252314	DEVELOPMENT NO:	145/C/172/16/001/48148
AGENT DETAILS:	CAVALLO, FOREST & ASSOCIATES 9 GEORGE STREET HINDMARSH SA 5007 PH: 83460440 FAX:	SURVEYORS CERTIFICATION:	I Rocco Cavallo , a licensed surveyor under the Survey Act 1992, certify that the infrastructure shown between the points marked > and < on the plan; and the Community Titles Act 1996 6th day of April 2017 Rocco Cavallo Licensed Surveyor
AGENT CODE:	CAFO		
REFERENCE:	16-256 CP		
SUBJECT TITLE DETAILS:			
PREFIX	VOLUME	FOLIO	OTHER
CT	5159	892	
OTHER TITLES AFFECTED:			
		NUMBER	PLAN
		1254	D
		NUMBER	HUNDRED / IA / DIVISION
		4940	NOARLUNGA
EASEMENT DETAILS:			
STATUS	LAND BURDENED	FORM	CATEGORY
		IDENTIFIER	PURPOSE
			IN FAVOUR OF

LOCATION PLAN



ENLARGEMENT B2



LOT ENTITLEMENT SHEET

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
1	2450	
2	2450	
3	2450	
4	2650	
AGGREGATE	10000	

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purpose



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: 2750850

FENTONS FORMS PTY LTD
POST OFFICE BOX 298
CHRISTIES BEACH SA 5165

DATE OF ISSUE

30/01/2026

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.au

OWNERSHIP NUMBER		OWNERSHIP NAME		
20197955		J R WERTHENBACH		
PROPERTY DESCRIPTION				
U2 2 PETERSEN CR / PORT NOARLUNGA SA 5167 / LT 3				
ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
			R4	RE
8617112252	CT 6200/111	\$670,000.00	1.000	0.400
LEVY DETAILS:				
		FIXED CHARGE	\$	50.00
		+ VARIABLE CHARGE	\$	226.70
FINANCIAL YEAR		- REMISSION	\$	136.40
2025-2026		- CONCESSION	\$	0.00
		+ ARREARS / - PAYMENTS	\$	-140.30
		= AMOUNT PAYABLE	\$	0.00

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

EXPIRY DATE 30/04/2026

See overleaf for further information



**Government of
South Australia**

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

OFFICIAL: Sensitive

Please Note:

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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




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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 <p>Billor Code: 456285 Ref: 7014011410</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au <small>® Registered to BPAY Pty Ltd ABN 69 079 137 518</small></p>	 <p>To pay via the internet go to: www.revenuesaonline.sa.gov.au</p>	 <p>Send your cheque or money order, made payable to the Community Emergency Services Fund, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001</p>
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ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

**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: 2750850

DATE OF ISSUE

30/01/2026

FENTONS FORMS PTY LTD
POST OFFICE BOX 298
CHRISTIES BEACH SA 5165

ENQUIRIES:

Tel: (08) 8372 7534

Email: contactus@revenuesa.sa.gov.auOWNERSHIP NAME
J R WERTHENBACHFINANCIAL YEAR
2025-2026PROPERTY DESCRIPTION
U2 2 PETERSEN CR / PORT NOARLUNGA SA 5167 / LT 3

ASSESSMENT NUMBER	TITLE REF. (A "+" indicates multiple titles)	TAXABLE SITE VALUE	AREA
8617112252	CT 6200/111	\$235,000.00	0.0171 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 30/04/2026

See overleaf for further information

**Government of
South Australia**

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT

**RevenueSA**

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

No payment is required on this Certificate

Please Note:

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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




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

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

For more information:

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

PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW

 Billers Code: 456293 Ref: 7014011329 Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au <small>® Registered to BPAY Pty Ltd ABN 69 079 137 518</small>	 To pay via the internet go to: www.revenuesaonline.sa.gov.au	 Send your cheque or money order, made payable to the Commissioner of State Taxation, along with this Payment Remittance Advice to: Please refer below. Revenue SA Locked Bag 555 ADELAIDE SA 5001
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ACTION REQUIRED: In line with the Commonwealth Government's cheque phase-out, RevenueSA will stop accepting cheque payments after 30 June 2027. To ensure a smooth transition, we encourage you to switch to one of the other payment options listed above.

Account Number 86 17112 25 2	L.T.O Reference CT6200111	Date of issue 2/2/2026	Agent No. 8278	Receipt No. 2750850
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FENTONS FORMS PTY LTD
PO BOX 298
CHRISTIES BEACH SA 5165
admin@fentonsforms.com.au

Section 7/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: J R FRASER
Location: U2 2 PETERSEN CR PORT NOARLUNGA LT3 C40906
Description: 5HG **Capital Value:** \$ 670 000
Rating: Residential

Periodic charges

Raised in current years to 31/12/2025

			\$
	Arrears as at: 30/6/2025	:	196.66
Water main available: 1/7/2018	Water rates	:	164.60
Sewer main available: 1/7/2018	Sewer rates	:	197.66
	Water use	:	123.99
	SA Govt concession	:	0.00
	Recycled Water Use	:	0.00
	Service Rent	:	0.00
	Recycled Service Rent	:	0.00
	Other charges	:	10.20
	Goods and Services Tax	:	0.00
	Amount paid	:	946.36CR
	Balance outstanding	:	253.25CR

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

Next quarterly charges: Water supply: 82.30 Sewer: 98.83 Bill: 11/3/2026

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

The last Water Use Year ended on 30/05/2025.

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

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:

J R FRASER

Water & Sewer AccountAcct. No.: **86 17112 25 2****Amount:** _____**Address:**U2 2 PETERSEN CR PORT NOARLUNGA
LT3 C40906

Payment Options

EFT**EFT Payment**

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	8617112252

**Bill code: 8888**
Ref: 8617112252

Telephone and Internet Banking — BPAY®

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

**Paying online**

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

**Paying by phone**

Call 1300 650 870 and pay by phone using your Visa/Mastercard 24/7.
SA Water account number: 8617112252

**Government of
South Australia**

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

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

Property Interest Report

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

Title Reference	CT 6200/111	Reference No. 2750850
Registered Proprietors	J R*WERTHENBACH	Prepared 30/01/2026 10:59
Address of Property	Unit 2, 2 PETERSEN CRESCENT, PORT NOARLUNGA, SA 5167	
Local Govt. Authority	CITY OF ONKAPARINGA	
Local Govt. Address	PO BOX 1 NOARLUNGA CENTRE SA 5168	

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

Table of Particulars

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

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

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

1. General

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

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

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

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

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

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

also

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

2. Aboriginal Heritage Act 1988

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

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

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

6. Repealed Act conditions

6.1	Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act, 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1967</i> (repealed) <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title also Contact the Local Government Authority for other details that might apply
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7. Emergency Services Funding Act 1998

7.1	section 16 - Notice to pay levy	An Emergency Services Levy Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750. Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au
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8. Environment Protection Act 1993

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

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

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

Act

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

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

19.1	Notice, order or demand for payment of land tax	<p>A Land Tax Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.</p> <p>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au</p>
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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
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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
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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
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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
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24. ***Mining Act 1971***

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

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

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

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

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

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

has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.8 section 157 - Fire safety notice

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

also

Contact the Local Government Authority for other details that might apply

29.9 section 192 or 193 - Land management agreement

Refer to the Certificate of Title

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for details relevant to this item

also

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

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

30.1 section 8 or 9 - Notice or order concerning pests

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

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

31.1 Part 3 - Notice

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

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

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

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

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

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

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

36. ***Other charges***

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

Other Particulars

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

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

Additional Information

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

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

Notices

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

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

Building restrictions

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

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

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

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

Statutory easements

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

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

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

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

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

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

Land Tax Act 1936 and Regulations thereunder

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

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

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

Information should be obtained from:

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

Landscape South Australia 2019

Water Resources Management - Taking of underground water

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

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

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

Certificate of Title

Title Reference: CT 6200/111
Status: CURRENT
Edition: 5

Dealings

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

Priority Notices

NIL

Notations on Plan

Lodgement Date	Completion Date	Dealing Number	Description	Status	Plan
09/11/2017	17/11/2017	12824640	BY-LAWS	FILED	C40906

Registrar-General's Notes

No Registrar-General's Notes exist for this title

Certificate of Title

Title Reference: CT 6200/111
Status: CURRENT
Parent Title(s): CT 5159/892
Dealing(s) Creating Title: ACT 12824639
Title Issued: 17/11/2017
Edition: 5

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
18/10/2024	23/10/2024	14384346	MORTGAGE (CHANGE OF PROPRIETOR NAME)	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124), New Proprietor Name: JAMIE RENEE WERTHENBACH
18/10/2024	23/10/2024	14384345	DISCHARGE OF MORTGAGE	REGISTERED	13866673
31/08/2022	05/09/2022	13866673	MORTGAGE	REGISTERED	WESTPAC BANKING CORPORATION (ACN: 007 457 141)
31/08/2022	05/09/2022	13866672	DISCHARGE OF MORTGAGE	REGISTERED	13168845
03/09/2019	23/09/2019	13168845	MORTGAGE	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)
03/09/2019	23/09/2019	13168844	TRANSFER	REGISTERED	JAMIE RENEE FRASER
03/09/2019	23/09/2019	13168843	DISCHARGE OF MORTGAGE	REGISTERED	13094330
11/04/2019	16/04/2019	13094330	MORTGAGE	REGISTERED	HSBC BANK AUSTRALIA LTD. (ACN: 006 434 162)
27/03/2019	01/04/2019	13086415	DISCHARGE OF MORTGAGE	REGISTERED	12808359
11/10/2017	16/10/2017	12808359	MORTGAGE	REGISTERED	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

Certificate of Title

Title Reference CT 6200/111
Status CURRENT
Easement NO
Owner Number 20197955
Address for Notices UNIT 2, 2 PETERSEN CR PORT NOARLUNGA, SA 5167
Area 171m² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

JAMIE RENEE WERTHENBACH
OF UNIT 2 2 PETERSEN CRESCENT PORT NOARLUNGA SA 5167

Description of Land

LOT 3 PRIMARY COMMUNITY PLAN 40906
IN THE AREA NAMED PORT NOARLUNGA
HUNDRED OF NOARLUNGA

Last Sale Details

Dealing Reference TRANSFER (T) 13168844
Dealing Date 29/08/2019
Sale Price \$355,000
Sale Type FULL VALUE / CONSIDERATION AND WHOLE OF LAND

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE (CHANGE OF PROPRIETOR NAME)	14384346	COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
8617112252	CURRENT	Unit 2, 2 PETERSEN CRESCENT, PORT NOARLUNGA, SA 5167

Notations

Dealings Affecting Title

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
09/11/2017 11:18	12824640	BY-LAWS	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	8617112252
Type	Site & Capital Value
Date of Valuation	01/01/2025
Status	CURRENT
Operative From	01/07/2018
Property Location	Unit 2, 2 PETERSEN CRESCENT, PORT NOARLUNGA, SA 5167
Local Government	ONKAPARINGA
Owner Names	JAMIE RENEE WERTHENBACH
Owner Number	20197955
Address for Notices	UNIT 2, 2 PETERSEN CR PORT NOARLUNGA, SA 5167
Zone / Subzone	HDN - Housing Diversity Neighbourhood
Water Available	Yes
Sewer Available	Yes
Land Use	1230 - Row House
Description	5HG
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C40906 LOT 3	CT 6200/111

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$235,000	\$670,000			
Previous	\$205,000	\$600,000			

Building Details

Valuation Number	8617112252
Building Style	High Quality Conventional
Year Built	2018
Building Condition	Very Good
Wall Construction	Rendered
Roof Construction	Galvanised Iron
Equivalent Main Area	139 sqm
Number of Main Rooms	5

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

Telephone (08) 8384 0666

Certificate No: S70592/2026

Property Information And Particulars

In response to an enquiry pursuant to Section 7 of the

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

TO: Fentons Forms
PO Box 298
CHRISTIES BEACH SA 5165

DETAILS OF PROPERTY REFERRED TO:

ASSESSMENT NO	:	115898
VALUER GENERAL NO	:	8617112252
VALUATION	:	\$670,000.00
OWNER	:	Ms Jamie Renee Werthenbach
PROPERTY ADDRESS	:	2/2 Petersen Crescent PORT NOARLUNGA SA 5167
VOLUME/FOLIO	:	CT-6200/111
LOT/PLAN NUMBER	:	Community Plan Parcel 3 CP 40906
WARD	:	02 Mid Coast Ward

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

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

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

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

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

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

INFORMATION NOTE

CHANGES TO PLANNING POLICY AFFECTING LAND IN COUNCIL'S AREA

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

Development Act 1993 (repealed)

Section 42

Condition (that continues to apply) of a development authorisation

YES

Application Number	145/1825/2016
Description	Demolition of existing structures and construction of four 2-storey row dwellings
Decision	Approved
Decision Date	23 June 2017

Development Plan Consent Conditions

1. All development shall be completed and maintained in accordance with the following plans and documents submitted with and forming part of the Development Application except where varied by the following condition(s).
 - Demolition plan, prepared by Verrocchi Building Design dated June 2016
 - Site locality plan, prepared by Design Vision Consulting dated 4.10.16
 - Landscaping plan, prepared by Verrocchi Building Design dated June 2016
 - Floor plans, prepared by Verrocchi Building Design dated June 2016
 - Elevation plans, prepared by Verrocchi Building Design dated June 2016
 - Overshadowing plans prepared by Verrocchi Building Design dated June 2016
 - Siteworks and Drainage Plan, prepared by KP Squared Engineering dated 05.12.16
2. During construction and at all times thereafter, stormwater generated from the development shall be diverted away from all buildings, shall not pond against or near the footings and shall not be discharged or flow onto adjoining land. Where drainage is directed to the street water table, this shall be by way of a council approved stormwater drainage system.
3. That effective measures be implemented during the construction of the development and on-going use of the land in accordance with this consent to:
 - Prevent silt run-off from the land to adjoining properties, roads and drains.
 - Control dust arising from the construction and other activities, so as not to, in the opinion of council, be a nuisance to residents or occupiers on adjacent or nearby land
 - Ensure that soil or mud is not transferred onto the adjacent roadways by vehicles leaving the site.
 - Ensure that all litter and building waste is contained on the subject site in a suitable covered bin or enclosure, and
 - Ensure that no sound is emitted from any device, plant or equipment or from any source or activity to become an unreasonable nuisance, in the opinion of council, to the occupiers of adjacent land.
4. All plants, shrubs, trees and lawn and/or ground cover shall be maintained in good condition at all times and established prior to occupation of the development. Any seriously diseased, dying or dead vegetation shall be promptly replaced to the reasonable satisfaction of council.
5. The dwelling shall not be occupied until all necessary infrastructure has been provided to the site of the dwelling, including but not limited to a formed and sealed road and watertable, water supply and sewerage services, drainage/stormwater disposal and electricity services.
6. The upper level windows on the side and rear elevations of dwellings 1-4 forming part of the submission, shall be permanently fitted with fixed and obscure glazing to a minimum height of 1500mm above the second storey finished floor level, to the reasonable satisfaction of Council prior to occupation of the development.
7. The driveway grade over the verge shall match the level of the footpath in accordance with Onkaparinga Standards SD-105 and SD-420.

Planning Act 1982 (repealed)

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

Building Act 1971 (repealed)

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

Planning and Development Act 1966 (repealed)

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

Planning, Development and Infrastructure Act 2016

Part 5 – Planning and Design Code

Zones

Housing Diversity Neighbourhood (HDN)

Subzones

NO

Zoning overlays

Overlays

Affordable Housing

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

Hazards (Flooding - Evidence Required)

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

Native Vegetation

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

Prescribed Wells Area

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

Regulated and Significant Tree

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

Stormwater Management

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

Signif Retirement Facility Supported Accom Sites

The Significant Retirement Facility and Supported Accommodation Sites Overlay seeks to facilitate the development of supported accommodation and/or retirement facilities on significant retirement facility and supported accommodation sites to provide accommodation for the communities' ageing residents.

Urban Tree Canopy

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

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

Is the land designated as a Local Heritage Place? NO

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

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

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

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

Open the Online Planning and Design Code to browse the full Code and Part 10 - Significant Trees for more information. <https://code.plan.sa.gov.au/>

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

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

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

Section 127

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

Part 2—Items to be included if land affected

Development Act 1993 (repealed)

Section 50(1)

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

Section 50(2)

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

Section 55

Order to remove or perform work NO

Section 56

Notice to complete development NO

Section 57

Land management agreement NO

Section 69

Emergency order NO

Section 71 (only)

Fire safety notice NO

Section 84

Enforcement notice NO

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

Enforcement Order NO

Part 11 Division 2

Proceedings NO

Fire and Emergency Services Act 2005

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

Notice NO

Section 56 (repealed)

Notice issued NO

Food Act 2001

Section 44

Improvement notice *issued against the land*

NO

Section 46

Prohibition order

NO

Housing Improvement Act 1940 (repealed)

Section 23

Declaration that house is undesirable or unfit for human habitation

NO

Land Acquisition Act 1969

Section 10

Notice of intention to acquire

NO

Local Government Act 1934 (repealed)

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

NO

Local Government Act 1999

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

NO

Refer to separate attachment for Rates and Charges

Local Nuisance and Litter Control Act 2016

Section 30

Nuisance or litter abatement notice *issued against the land*

NO

Planning, Development and Infrastructure Act 2016

Section 139

Notice of proposed work and notice may require access

NO

Section 140

Notice requesting access

NO

Section 141

Order to remove or perform work

NO

Section 142

Notice to complete development

NO

Section 155

Emergency order

NO

Section 157

Fire safety notice

NO

Section 192 or 193

Land Management Agreements

NO

Section 198(1)

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

NO

Section 198(2)

Agreement to vest land in a council or the Crown to be held as open space NO

Part 16 - Division 1

Proceedings NO

Section 213

Enforcement notice NO

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

Enforcement order NO

Public and Environmental Health Act 1987 (repealed)

Part 3

Notice NO

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

Part 2 – Condition (that continues to apply) of an approval NO

Public and Environmental Health (Waste Control) Regulations 2010 revoked

Regulation 19 - Maintenance order (that has not been complied with) NO

South Australian Public Health Act 2011

Section 92

Notice NO

South Australian Public Health (Wastewater) Regulations 2013

Part 4 – Condition (that continues to apply) of an approval NO

Particulars of building indemnity insurance

Details of Building Indemnity Insurance still in existence for building work on the land NO

Particulars relating to environment protection

Further information held by council

Does the council hold details of any development approvals relating to: NO

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

(b) a change in the use of the land or part of the land (within the meaning of the

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

Note –

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

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

It should be noted that –

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

General

Easement

NO

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

Are you aware of any encroachment on the Council easement?

NO

Lease, agreement for lease, tenancy agreement or licence

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

NO

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

Caveat

NO

Other

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

NO

PLEASE NOTE:

The information provided is as required by The Land and Business (Sale and Conveyancing) Act 1994. The information should not be taken as a representation as to whether or not any other charges or encumbrances affect the subject land.

This statement is made the 30 January 2026

Thomas Caiapich
Project Officer – Development Support
AUTHORISED OFFICER

LOCAL GOVERNMENT RATES SEARCH

TO: Fentons Forms
PO Box 298
CHRISTIES BEACH SA 5165

30 January 2026

DETAILS OF PROPERTY REFERRED TO:

Property ID : 80203
Valuer General No : 8617112252
Valuation : \$670,000.00
Owner : Ms Jamie Renee Werthenbach
Property Address : 2/2 Petersen Crescent PORT NOARLUNGA SA 5167
Volume/Folio : CT-6200/111
Lot/Plan No : Community Plan Parcel 3 CP 40906
Ward : 02 Mid Coast Ward

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

Opening balance (as of 30 Jun 2025) including rates, fines and interest, block clearing charges and legal fees \$493.68

Postponed Amount in Arrears \$0.00

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

Total Rates Levied 2025-2026 \$1,934.51

Less Council Rebate. The Council Rebate ceases on sale and a pro-rata calculation will apply to the date of sale \$0.00

Fines and interest charged in the current financial year (2% fine when rates first become overdue and interest applied per month thereafter at LGA-prescribed rate) \$3.87

Postponed Interest \$0.00

Less paid current financial year -\$1,949.00

Overpayment \$0.00

Legal Fees (current) \$0.00

Refunds, Rates Remitted, Small Balance Adjustments or Rate Capping \$0.00

Rebate

Balance - rates and other monies due and payable \$483.06

Property Related Debts \$0.00

BPAY Biller Code: 421503

TOTAL BALANCE

\$483.06

Ref: 1465010802033

AUTHORISED OFFICER

Carol Pilkington

This statement is made the 30 January 2026

LF 12824640



11:18 09-Nov-2017
2 of 2

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

**LODGEMENT FOR FILING UNDER THE
COMMUNITY TITLES ACT 1996**

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE
PURPOSES ONLY**

SERIES NO	PREFIX
2	LF

AGENT CODE




LODGED BY: Tuckfield Conveyancing ADTS

CORRECTION TO: Tuckfield Conveyancing ADTS

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

PICK-UP NO.	
CP	

CORRECTION	PASSED 
FILED  pro	15 NOV 2017  REGISTRAR-GENERAL

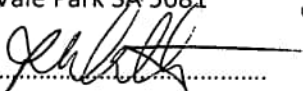
PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

By-Laws

Community Corporation Number 40906 Incorporated

2 Petersen Crescent Port Noarlunga SA 5167

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

Date: 7 November 2017
Name: Rebecca Latta – Registered Conveyancer
Address: 31 Lansdowne Terrace
Vale Park SA 5081
Signed: 

THESE BY LAWS SHOULD BE READ IN CONJUNCTION WITH THE COMMUNITY TITLES ACT AND REGULATIONS 1996 AS AMENDED

EXPLANATION OF TERMS

Within these By-Laws,

"Act" means the Community Titles Act 1996

"Community Corporation" or Corporation means the Corporation created by the deposit of the plan of community division in respect of which these By-Laws are lodged

"Community Lot" or Lot means a Lot created by the plan of community division.

"Community Plan" means Community Plan Number 40906

"Corporation Manager" means any party approved by the Corporation having the relevant expertise and experience to properly manage and perform the duties and functions of the Corporation under the Act and the Corporation Management Agreement means any such Agreement appointing the Corporation Manager pursuant to Section 75(5) of the Act

"Occupier" of a Lot includes, if the lot is unoccupied, the Owner of the Lot.

"Owner" means the person(s) or body shown on the certificate of title as being the registered proprietor.

"Site" includes any area on property comprising the Community Scheme

Except where otherwise appears, words shall have same meaning as set out in the Act.

The terms of these by-laws are binding upon the Community Corporation, the Owners, Occupiers and Lessees of the Community Lots and all person entering upon the Community Parcel.

These By-Laws relate to the control and preservation of the essence and theme of the Community Corporation and as such may only be amended or revoked by a unanimous resolution of the Community Corporation in accordance with Section 39 of the Community Titles Act 1996.

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1. ADMINISTRATION, MANAGEMENT AND CONTROL OF THE COMMON PROPERTY

- 1.1. The Community Corporation is responsible for the administration, management and control of the common property
- 1.2. The Community Corporation is responsible for the maintenance, repair and replacement of all improvements and service infrastructure on or forming part of the Common Property
- 1.3. The Community Corporation may appoint a Corporation Manager to carry out on behalf of the Corporation the function of administering, managing and controlling the Common Property

2. CHANGE IN OWNERSHIP OR ADDRESS

- 2.1. A lot owner must immediately notify the Community Corporation of any change in ownership of a Lot, or any change in address of the Lot Owner

3. USE AND ENJOYMENT OF THE COMMON PROPERTY

- 3.1. The Common Property is, subject to the Act and these By-Laws, for the common use and enjoyment of the residents in the Community Scheme and their visitors, whereby a person must not, without the authorisation of the Corporation:
- 3.2. Deposit any object or material on the Common Property if it is likely to be hazardous or offensive to persons using or adjacent to the Common Property

4. USE AND ENJOYMENT OF THE COMMUNITY LOTS

- 4.1. A person bound by these By-Laws:
- 4.2. May use a lot for residential purposes and for other purposes that are normally incidental or ancillary to the use of land for residential purposes but must not use the Lot for any other purpose unless the use has been approved by the corporation and must not in any way use the Lot for any illegal purposes.

- 4.3. Must not do or permit any act, matter or thing on or about the Lot whatsoever which is or may in the opinion of the Corporation be an offence under any act of the State of South Australia or the Commonwealth of Australia or regulation or by-law thereunder for the time being in force

5. OCCUPIERS DUTIES TO BE CARRIED OUT BY OWNERS

- 5.1. If a lot is unoccupied any duties imposed on the Occupier by these By-Laws are to be carried out by the Owner of the Lot

6. MAINTENANCE AND REPAIR

- 6.1. The owner of a Lot must:
- 6.2. Maintain and keep in good repair the building, fences and other structures (including paintwork and external finishes)
- 6.3. Carry out any works as directed by the Corporation or relevant authority
- 6.4. Not affect any penetration whatsoever of any acoustic or fire rated party wall

7. EXTERIOR ALTERATIONS/ADDITIONS

- 7.1. The owner of a Lot may:
- 7.2. Install or erect solar panels, TV antennae and or Foxtel dishes whereby any installation must be as un-intrusive as possible and provided such that installations are restricted to the roof area above the respective Lot and not directly on any fascia or surface for which they were not intended
- 7.3. Erect roller shutters, blinds and or awnings to the rear of the units only
- 7.4. For all of the above, construction work times must comply with local laws of the council in which the site resides at the time or works being carried out.

8. OCCUPIERS OBLIGATIONS TO MAINTAIN THE COMMUNITY LOTS

The occupier of a Lot must:

- 8.1. Keep the Lot in a clean and tidy condition including all landscaping
- 8.2. Store garbage in an approved council rubbish location to prevent the escape of unpleasant odours; and comply with any requirements of a Council, health or environment authority for the disposal of garbage.
- 8.3. Not allow refuse to accumulate so as to cause justified offence to others
- 8.4. Not without the consent of the Corporation use or store on the Lot any explosives, noxious or other dangerous substances

9. DISTURBANCES

The owner or occupier of a Community Lot must:

- 9.1. Not engage in conduct that unreasonably disturbs the occupier of another Lot or other who are lawfully on a Community Lot or the Common Property
- 9.2. Ensure, as far as practicable, that persons who are brought or allowed onto the Community Lot or the Common Property by the Owner do not engage in conduct that unreasonably disrupts the Occupier of another Community Lot or others who are lawfully on a Community Lot or the Common Property
- 9.3. Ensure that noise from the Lot, or from the area adjacent to the Lot where invitees of the Occupier are gathered for a party or other social occasion, is kept to a level where it will not disturb the occupants of the other Lots between the hours of 12 pm and 7 am the following morning

10. INSURANCE

- 10.1. The Owner of each Community Lot shall insure all buildings and other improvements on their Lot in accordance with their own requirements and the Community Corporation shall not have responsibility in respect thereof
- 10.2. The Owner of a Lot must provide the Community Corporation with a copy of the Certificate of Currency upon request by the Corporation

10.3. The Community Corporation shall insure the Common Property as is required by Section 103 and 104 of the Act and shall not be responsible for insuring buildings and other improvements on individual Community Lots unless it is agreed otherwise at a properly convened meeting of the Corporation

10.4. The cost of the Common Property insurance is to be paid out of the Corporation's Administration Fund, whereby:

10.5. Public Liability Insurance must be at least Ten Million Dollars (\$10,000,000.00) or a greater amount as is prescribed by regulation

An Owner or Occupier a Lot must not do anything that might:

10.5.1. Void or prejudice insurance affected by the Corporation; or

10.5.2. Increase any premium payable by the Corporation

11. PETS

Unless otherwise resolved by ordinary resolution of the Community Corporation, Occupier a Lot is entitled to:

11.1. Keep a maximum of one cat or one small dog on the Community Lot

11.2. However; if the Occupier is a person who suffers from a disability – to keep a dog trained to assist the Occupier in respect of the that disability the Occupier of the Lot must not keep an animal on the Community Lot except as authorized by this section or by the Corporation

11.3. The keeping of any animal must comply with the conditions set out by the Community Corporation, whereby:

11.3.1. The occupier of the lot is liable for any noise which is disturbing to an extent which is unreasonable and for any damage to or loss of property or injury to any person caused by the pet

11.3.2. The occupier of the lot is to be responsible for cleaning up after the pet has used any part of another lot or any part of the common property

11.3.3. All dogs must be kept on a leash when on common property

12. INTERNAL FENCES

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

13. DISPLAY OF ADVERTISEMENTS

- 13.1. An occupier of a Lot must not display any sign, advertisement placard or banner on a Lot or the Common Property without approval of the Corporation

- 13.2. However, this section does not prevent the display of an advertisement associated with the sale or lease of a Lot. Any display shall comply with such conditions as may be determined by the corporation, whereby:

- 13.2.1. Sale or lease signage must be removed from the Lot and or Common Property within 7 days after the Lot has been sold or leased

14. WATER CONSUMPTION CHARGES

- 14.1. Where there are not separate meters to each Lot, the Corporation may by special resolution determine,

- 14.1.1. to transfer the responsibility back to each Lot Owner for payment of water consumption charges, and

- 14.1.2. the basis of the division of water cost between each Lot owner.

15. LEASING

- 15.1. A Lot Holder must not, without the Corporations authorisation by special resolution, lease the Lot or grant a right of occupation in respect of the Lot for valuable consideration for a period of less than 2 months

16. COMMUNITY CORPORATIONS RIGHTS

- 16.1. Without limiting the application of Section 24 of the Act to the Community Scheme, the following rights exist for the Lots and the Common Property

- 16.2. Access will be granted to and from easements or party walls for the maintenance, repair and replacement of a service infrastructure whether used in common or servicing a particular Community Lot.
- 16.3. Access will be granted to the Owner and or servicepersons for the purpose of reading, maintenance, repair and replacing of water, electricity, gas and other meters that may be located on the Common Property or on individual Lots whether serving in common the Community Lot or only serving an individual Community Lot.
- 16.4. The Corporation may recover any money owed under the By-Laws as a debt
- 16.5. All financial contributions to be levies against Lot Owners by the Corporation shall be levies pursuant to Section 114 of the Act
- 16.6. The Community Corporation may charge interest on any overdue monies owed by an Owner or Occupier of a Community Lot to the Community Corporation at rate of 10% per annum

17. OFFENCE

- 17.1. A person who contravenes or fails to comply with a provision of these By-Laws is guilty of an offence, whereby the maximum penalty is \$500.00.
- 17.2. Any penalty imposed by the Corporation is payable within 14 days of the service notice of the penalty or within such extended time as allowed by the Corporation

18. VARIATION OF BY-LAWS

- 18.1. These By-Laws may be varied by special resolution of the Community Corporation as per Section 39 of the Act

19. EXEMPTION FROM CERTAIN REQUIREMENTS

No exemptions apply