

# Form 1—Vendor's statement

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

## Contents

### Preliminary

Part A—Parties and land

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

Part C—Statement with respect to required particulars

Part D—Certificate with respect to prescribed inquiries by registered agent

Schedule

## Preliminary

### To the purchaser:

The purpose of a statement under section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* is to put you on notice of certain particulars concerning the land to be acquired.

If you intend to carry out building work on the land, change the use of the land or divide the land, you should make further inquiries to determine whether this will be permitted. For example, building work may not be permitted on land not connected to a sewerage system or common drainage scheme if the land is near a watercourse, dam, bore or the River Murray and Lakes.

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

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

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

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

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

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

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

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

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

## Part A—Parties and land

- 1 Purchaser:  
Address:
- 2 Purchaser's registered agent: **NOT APPLICABLE**  
Address:
- 3 Vendor: **PAUL AYLWARD AND JACQUELINE ANN AYLWARD**  
Address: **4 PETREL CLOSE HALLETT COVE SA 5158**
- 4 Vendor's registered agent: **Ouwens Casserly Real Estate Pty. Ltd.**  
Address: **210 Greenhill Road Eastwood SA 5063**
- 5 Date of contract (if made before this statement is served):        /        /2026
- 6 Description of the land: **3/10 BROWNING COURT MCLAREN VALE SA 5171 BEING THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE REGISTER BOOK VOLUME 6215 FOLIO 133 BEING LOT 3 PRIMARY COMMUNITY PLAN 41499 IN THE AREA NAMED MCLAREN VALE HUNDRED OF WILLUNGA**

## Part B—Purchaser's cooling-off rights and proceeding with the purchaser

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:  
**4 PETREL CLOSE HALLETT COVE SA 5158**  
(being the vendor's last known address); or
- (c) transmitted by fax or email to the following fax number or email address:  
**EMAIL: [NICKV@OCRE.COM.AU](mailto:NICKV@OCRE.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:  
**210 GREENHILL ROAD EASTWOOD SA 5063**  
(being the agent's address for service under the *Land Agents Act 1994*)

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

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

### 5—Effect of service

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

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

### Proceeding with the purchase

If you wish to proceed with the purchase—

- (a) it is strongly recommended that you take steps to make sure your interest in the property is adequately insured against loss or damage;
- (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;
- (c) you are entitled to retain the solicitor or registered conveyancer of your choice.

Part C—Statement with respect to required particulars

(section 7(1))

To the purchaser:

We, PAUL AYLWARD AND JACQUELINE ANN AYLWARD,  
of 4 PETREL CLOSE HALLETT COVE SA 5158 the vendors 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:

30 / 03 / 2026

01 / 04 / 2026

*Paul Aylward*

*Jacqueline Aylward*

Signed: .....

Part D—Certificate with respect to prescribed inquiries by registered agent

(section 9)

To the purchaser:

I, LISA MARIE AMABILI of 147 Frome Street Adelaide SA 5000 certify that 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: 27/03/2026

*Amabili*

Signed: .....

Person authorised to act on behalf of Vendor's agent (pursuant to the agent's written  
authority)

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

Table of particulars

Column 1

Column 2

Column  
3

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

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

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

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

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

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

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

1. General

<p>1.1 Mortgage of land</p> <p><b>NOT APPLICABLE</b></p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i></p> <p>Number of mortgage (if registered):</p> <p>Name of mortgagee:</p>	
<p>1.2 Easement (whether over the land or annexed to the land)</p> <p><b>Note—</b></p> <p>"Easement" includes rights of way and party wall rights</p> <p><b>*REFER PROPERTY INTEREST REPORT: NOTATION IN RESPECT OF STATUTORY EASEMENTS – THIS NOTICE DOES NOT NECESSARILY IMPLY THAT ANY STATUTORY OR OTHER EASEMENT EXISTS</b></p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i> <b>REFER PROPERTY INTEREST REPORT – STATUTORY EASEMENTS</b></p> <p>Description of land subject to easement: <b>PORTION OF THE LAND IN THE SAID CERTIFICATE OF TITLE</b></p> <p>Nature of easement: <b>STATUTORY EASEMENTS</b></p> <p>Are you aware of any encroachment on the easement? <b>NO</b></p> <p>If YES, give details:</p> <p>If there is an encroachment, has approval for the encroachment been given? <b>N/A</b></p> <p>If YES, give details:</p>	<p><b>YES*</b></p> <p><b>NO</b></p> <p><b>YES</b></p>

Easement (whether over the land or annexed to the land)	<i>Is this item applicable?</i>  <i>Will this be discharged or satisfied prior to or at settlement?</i>	YES  NO
<b>Note—</b>  "Easement" includes rights of way and party wall rights	<i>Are there attachments?</i> CERTIFICATE OF TITLE, CP41499, TG12699306 AND TG12620415, LOCAL GOVERNMENT (COUNCIL) SEARCH GENERAL - EASEMENT  1. REFER THE LAND MARKED A ON CP41499 2. REFER THE LAND MARKED B ON CP41499	YES
	Description of land subject to easement:  1. PORTION OF THE LAND MARKED A ON CP41499 2. PORTION OF THE LAND MARKED B ON CP41499	
	Nature of easement:  1. TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED A ON C41499 FOR DRAINAGE PURPOSES (TG 12699306) 2. TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED B ON C41499 (TG 12620415)	
	Are you aware of any encroachment on the easement? <b>NO</b> If YES, give details:  If there is an encroachment, has approval for the encroachment been given? <b>N/A</b> If YES, give details:	
<b>1.3</b> Restrictive covenant	<i>Is this item applicable?</i>  <i>Will this be discharged or satisfied prior to or at settlement?</i>  <i>Are there attachments?</i> BY-LAWS, SCHEME DESCRIPTION  Nature of restrictive covenant: REFER BY-LAWS, SCHEME DESCRIPTION	YES  NO  YES
	Name of person in whose favour restrictive covenant operates: <b>COMMUNITY CORPORATION 41499 INC.</b>  Does the restrictive covenant affect the whole of the land being acquired? <b>YES</b> If NO, give details:  Does the restrictive covenant affect land other than that being acquired? <b>YES</b>	
Restrictive covenant	<i>Is this item applicable?</i>  <i>Will this be discharged or satisfied prior to or at settlement?</i>  <i>Are there attachments?</i> ENCUMBRANCE  Nature of restrictive covenant: REFER ENCUMBRANCE  Name of person in whose favour restrictive covenant operates: <b>CITY OF ONKAPARINGA</b>	YES  NO  YES

	Does the restrictive covenant affect the whole of the land being acquired? <b>YES</b> If NO, give details:  Does the restrictive covenant affect land other than that being acquired? <b>YES</b>	
<b>1.4</b>	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.) <b>NOT APPLICABLE</b>	<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>Names of parties:</p> <p>Period of lease, agreement for lease etc:</p> <p>Amount of rent or licence fee:</p> <p>Is the lease, agreement for lease etc in writing?</p> <p>If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify—</p> <p>(a) the Act under which the lease or licence was granted:</p> <p>(b) the outstanding amounts due (including any interest or penalty):</p>
<b>5. Development Act 1993</b>		
<b>5.1</b>	section 42—Condition (that continues to apply) of a development authorisation	<p><i>Is this item applicable?</i> <b>YES</b></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i> <b>NO</b></p> <p><i>Are there attachments?</i> LOCAL GOVERNMENT (COUNCIL) SEARCH DEVELOPMENT ACT 1993 (REPEALED) SECTION 42 AND AUTHORISATION <b>YES</b></p> <p>Condition(s) of authorisation: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH DEVELOPMENT ACT 1993 (REPEALED) SECTION 42 AND AUTHORISATION</p>
<b>6. Repealed Act conditions</b>		
<b>6.1</b>	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) <b>NOT APPLICABLE</b>	<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> LOCAL GOVERNMENT (COUNCIL) SEARCH PLANNING ACT 1982 (REPEALED), BUILDING ACT 1971 (REPEALED) AND PLANNING AND DEVELOPMENT ACT 1966 (REPEALED) <b>YES</b></p> <p>Nature of condition(s):</p>
<b>29. Planning, Development and Infrastructure Act 2016</b>		
<b>29.1</b>	Part 5- Planning and Design Code	<p><i>Is this item applicable?</i> <b>YES</b></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i> <b>NO</b></p>

	<p><i>Are there attachments?</i> LOCAL GOVERNMENT (COUNCIL) SEARCH PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016 PART 5 – PLANNING AND DESIGN CODE</p> <p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code):</p> <p><b>ZONE: ESTABLISHED NEIGHBOURHOOD (EN)</b>  <b>SUBZONE: NIL</b>  <b>ZONING OVERLAYS: REFER LOCAL GOVERNMENT (COUNCIL) SEARCH ZONING OVERLAYS</b></p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area? <b>NO</b></p> <p>Is the land designated as a local heritage place? <b>NO</b></p> <p>Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? <b>NO</b></p> <p>Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation: <b>YES</b></p> <p><b>Note</b> - For further information about the Planning and Design Code visit <a href="https://code.plan.sa.gov.au">https://code.plan.sa.gov.au</a></p>	<p>YES</p>
<p><b>29.2</b> section 127—Condition (that continues to apply) of a development authorisation <b>NOT APPLICABLE</b></p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments:</i> LOCAL GOVERNMENT (COUNCIL) SEARCH SECTION 127</p> <p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p>	<p>YES</p>
<p><b>36. Other Charges</b></p>		
<p><b>36.1</b> Charge of any kind affecting the land (not included in another item)</p> <p><b>*REFER TO ATTACHED STATEMENT AND PARTICULARS SUPPLIED PURSUANT TO SECTION 139 (COMMUNITY TITLE ACT 1996). PURCHASER SHOULD MAKE THEIR OWN ENQUIRIES AS TO ANY AMOUNTS PAYABLE BY THE PURCHASER.</b></p>	<p><i>Is this item applicable?</i></p> <p><i>Will this be discharged or satisfied prior to or at settlement?</i></p> <p><i>Are there attachments?</i> STATEMENT AND PARTICULARS SUPPLIED PURSUANT TO SECTION 139 (COMMUNITY TITLE ACT 1996)</p> <p>Person or body in whose favour charge exists: <b>COMMUNITY CORPORATION NO. 41499 INC.</b></p> <p>Nature of charge: <b>REFER TO ATTACHED STATEMENT AND PARTICULARS SUPPLIED PURSUANT TO SECTION 139 (COMMUNITY TITLE ACT 1996)</b></p>	<p>YES</p> <p>NO*</p> <p>YES</p>

Amount of charge (if known): REFER TO ATTACHED  
STATEMENT AND PARTICULARS SUPPLIED PURSUANT TO  
SECTION 139 (COMMUNITY TITLE ACT 1996)

## 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. 41499 INC.**  
Address of community corporation: **10 BROWNING COURT MCLAREN VALE SA 5171**
- 2 Application must be made in writing to the community corporation for the particulars and documents referred to in 3 and 4. Application must also be made in writing to the community corporation for the documents referred to in 6 unless those documents are obtained from the Lands Titles Registration Office.
- 3 Particulars supplied by the community corporation or known to the vendor:
  - (a) particulars of contributions payable in relation to the lot (including details of arrears of contributions related to the lot): **REFER TO ATTACHED STATEMENT AND PARTICULARS SUPPLIED PURSUANT TO SECTION 139 (COMMUNITY TITLE ACT 1996)**
  - (b) particulars of assets and liabilities of the community corporation: **REFER TO ATTACHED STATEMENT AND PARTICULARS SUPPLIED PURSUANT TO SECTION 139 (COMMUNITY TITLE ACT 1996)**
  - (c) particulars of expenditure that the community corporation has incurred, or has resolved to incur, and to which the owner of the lot must contribute, or is likely to be required to contribute: **REFER TO ATTACHED STATEMENT AND PARTICULARS SUPPLIED PURSUANT TO SECTION 139 (COMMUNITY TITLE ACT 1996)**
  - (d) if the lot is a development lot, particulars of the scheme description relating to the development lot and particulars of the obligations of the owner of the development lot under the development contract: **NOT APPLICABLE**
  - (e) if the lot is a community lot, particulars of the lot entitlement of the lot:  
**1,240/10,000**

*[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:  
**MINUTES FROM ANY MEETINGS HELD FOR THE CORPORATION HAVE BEEN ATTACHED. (THERE WAS NO MEETING HELD IN 2025). PURCHASER SHOULD MAKE THEIR OWN ENQUIRIES**
  - (b) a copy of the statement of accounts of the community corporation last prepared; **REFER TO ATTACHED STATEMENT AND PARTICULARS SUPPLIED PURSUANT TO SECTION 139 (COMMUNITY TITLE ACT 1996). PURCHASER SHOULD MAKE THEIR OWN ENQUIRIES.**
  - (c) a copy of current policies of insurance taken out by the community corporation. **CERTIFICATE OF CURRENCY ATTACHED**

- 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:
- 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.

YES

- 7 The following additional particulars are known to the vendor or have been supplied by the community corporation: **REFER TO ATTACHED STATEMENT AND PARTICULARS SUPPLIED PURSUANT TO SECTION 139 (COMMUNITY TITLE ACT 1996). PURCHASER SHOULD MAKE THEIR OWN ENQUIRIES.**
- 8 Further inquiries may be made to the secretary of the community corporation or the appointed community scheme manager.

Name: **MS JACQUELINE CARROLL**

Address: [JACQUELINEMCARROLL@ICLOUD.COM](mailto:JACQUELINEMCARROLL@ICLOUD.COM)

**Note—**

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

## **Schedule—Division 3—Community lots and strata units**

### **Matters to be considered in purchasing a community lot or strata unit**

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

#### **Governance**

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

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

## Use of your property

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

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

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

## Are you buying a debt?

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

## Expenses

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

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

## Guarantee

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

## Contracts

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

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

## Buying off the plan

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

## Mixed use developments—voting rights

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

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

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

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

You can also seek advice from a legal practitioner.

**Annexures**

The following documents are annexed hereto -

Property Interest Report

Copy of certificate(s) of title to the land

Local Government (Council) Search

Community Plan 41499

TG 12699306, TG 12620415

Encumbrance

Community Corporation search pursuant to Community titles Act 1996 and enclosures

By-Laws, Scheme Description

SA Water, Emergency Service Levy and Land Tax Searches

Form R3 – Buyers Information Notice

---

**Acknowledgement of Receipt**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2026

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

\_\_\_\_\_  
Purchaser(s)

# Property Interest Report

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

Title Reference	CT 6215/133	Reference No. 2766566
Registered Proprietors	P & J A*AYLWARD	Prepared 24/03/2026 10:26
Address of Property	Unit 3, 10 BROWNING COURT, MCLAREN VALE, SA 5171	
Local Govt. Authority	CITY OF ONKAPARINGA	
Local Govt. Address	PO BOX 1 NOARLUNGA CENTRE SA 5168	

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

## Table of Particulars

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

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

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

### 1. General

- |     |  |  |
|-----|--|--|
| 1.1 | Mortgage of land<br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>  | Refer to the Certificate of Title  |
| 1.2 | Easement<br>(whether over the land or annexed to the land)<br><br>Note--"Easement" includes rights of way and party wall rights<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>   | Refer to the Certificate of Title  |
| 1.3 | Restrictive covenant<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>  | Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance |
| 1.4 | Lease, agreement for lease, tenancy agreement or licence<br>(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | Refer to the Certificate of Title<br><br>also<br><br>Contact the vendor for these details    |
| 1.5 | Caveat   | Refer to the Certificate of Title  |
| 1.6 | Lien or notice of a lien   | Refer to the Certificate of Title  |
- ### 2. Aboriginal Heritage Act 1988
- |     |   |   |
|-----|---|---|
| 2.1 | section 9 - Registration in central archives of an Aboriginal site or object              | Aboriginal Affairs and Reconciliation in AGD has no registered entries for Aboriginal sites or objects affecting this title |
| 2.2 | section 24 - Directions prohibiting or restricting access to, or activities on, a site or | Aboriginal Affairs and Reconciliation in AGD has no record of any direction affecting this title                            |

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement

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

also

Refer to the Certificate of Title

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

- 3.1 section 8 - Human remains interred on land

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

also

contact the vendor for these details

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

- 4.1 section 5 - Notice requiring payment

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

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

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

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

- 5.4 section 55 - Order to remove or perform work

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

also

Contact the Local Government Authority for other details that might apply

- 5.5 section 56 - Notice to complete development

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

also

Contact the Local Government Authority for other details that might apply

- 5.6 section 57 - Land management agreement

Refer to the Certificate of Title

- 5.7 section 60 - Notice of intention by building owner

Contact the vendor for these details

- 5.8 section 69 - Emergency order

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

also

Contact the Local Government Authority for other details that might apply

- 5.9 section 71 - Fire safety notice

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

- |      |  |   |
|------|--|---|
| 5.10 | section 84 - Enforcement notice                  | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title<br><br>also<br><br>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<br><br>also<br><br>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<br><br>also<br><br>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)<br><br><i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i> | State Planning Commission in the Department for Housing and Urban Development has no record of any conditions that continue to apply, affecting this title<br><br>also<br><br>Contact the Local Government Authority for other details that might apply |
|-----|--|---|

## 7. Emergency Services Funding Act 1998

- |     |                                 |   |
|-----|---------------------------------|---|
| 7.1 | section 16 - Notice to pay levy | <b>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.</b><br><br><b>Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></b> |
|-----|---------------------------------|---|

## 8. Environment Protection Act 1993

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

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

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

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

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

**18. *Landscape South Australia Act 2019***

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

Act

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

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

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

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

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

## 21. **Local Government Act 1999**

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

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

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

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

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

## 24. **Mining Act 1971**

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

24.9 Proclamation with respect to a private mine Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title

## **25. *Native Vegetation Act 1991***

25.1 Part 4 Division 1 - Heritage agreement DEW Native Vegetation has no record of any agreement affecting this title  
also  
Refer to the Certificate of Title

25.2 section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider DEW Native Vegetation has no record of any agreement affecting this title  
also  
Refer to the Certificate of Title

25.3 section 25D - Management agreement DEW Native Vegetation has no record of any agreement affecting this title  
also  
Refer to the Certificate of Title

25.4 Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation DEW Native Vegetation has no record of any refusal or condition affecting this title

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

26.1 section 97 - Notice to pay levy in respect of costs of regional NRM board The regional landscape board has no record of any notice affecting this title

26.2 section 123 - Notice to prepare an action plan for compliance with general statutory duty The regional landscape board has no record of any notice affecting this title

26.3 section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object The regional landscape board has no record of any notice affecting this title

26.4 section 135 - Condition (that remains in force) of a permit The regional landscape board has no record of any notice affecting this title

26.5 section 181 - Notice of instruction as to keeping or management of animal or plant The regional landscape board has no record of any notice affecting this title

26.6 section 183 - Notice to prepare an action plan for the destruction or control of animals or plants The regional landscape board has no record of any notice affecting this title

26.7 section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve The regional landscape board has no record of any notice affecting this title

26.8 section 187 - Notice requiring control or quarantine of animal or plant The regional landscape board has no record of any notice affecting this title

26.9 section 193 - Protection order to secure compliance with specified provisions of the Act The regional landscape board has no record of any order affecting this title

26.10 section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act The regional landscape board has no record of any order affecting this title

26.11 section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act The regional landscape board has no record of any authorisation affecting this title

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

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

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

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

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

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

has no record of any order or notice affecting this title

also

Contact the Local Government Authority for other details that might apply

29.8 section 157 - Fire safety notice

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

also

Contact the Local Government Authority for other details that might apply

29.9 section 192 or 193 - Land management agreement

Refer to the Certificate of Title

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

29.12 Part 16 Division 1 - Proceedings

Contact the Local Government Authority for details relevant to this item

also

Contact the vendor for other details that might apply

29.13 section 213 - Enforcement notice

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

also

Contact the Local Government Authority for other details that might apply

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

Contact the Local Government Authority for details relevant to this item

also

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

### 30. *Plant Health Act 2009*

30.1 section 8 or 9 - Notice or order concerning pests

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

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

31.1 Part 3 - Notice

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

also

Contact the Local Government Authority for other details that might apply

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

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

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

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

### 34. *Water Industry Act 2012*

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

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

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

### 36. **Other charges**

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

## Other Particulars

---

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

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

## Additional Information

---

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

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

## Notices

---

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

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

#### Building restrictions

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

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

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

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

#### Statutory easements

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

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

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

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

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

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

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

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

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

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

Information should be obtained from:

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

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

Water Resources Management - Taking of underground water

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

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

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

## Certificate of Title

**Title Reference:** CT 6215/133  
**Status:** CURRENT  
**Edition:** 2

## Dealings

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

## Priority Notices

NIL

## Notations on Plan

Lodgement Date	Completion Date	Dealing Number	Description	Status	Plan
28/09/2018	30/10/2018	12997149	BY-LAWS	FILED	C41499
28/09/2018	30/10/2018	12997150	SCHEME DESCRIPTION	FILED	C41499

## Registrar-General's Notes

No Registrar-General's Notes exist for this title

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 6215 Folio 133

Parent Title(s) CT 6189/239  
 Creating Dealing(s) ACT 12997148  
 Title Issued 30/10/2018 Edition 2 Edition Issued 03/12/2018

### Estate Type

FEE SIMPLE

### Registered Proprietor

PAUL AYLWARD  
 JACQUELINE ANN AYLWARD  
 OF 4 PETREL CLOSE HALLETT COVE SA 5158  
 AS JOINT TENANTS

### Description of Land

LOT 3 PRIMARY COMMUNITY PLAN 41499  
 IN THE AREA NAMED MCLAREN VALE  
 HUNDRED OF WILLUNGA

### Easements

TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED A ON C41499 FOR DRAINAGE PURPOSES (TG 12699306)

TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED B ON C41499 (TG 12620415)

### Schedule of Dealings

Dealing Number	Description
7069950	ENCUMBRANCE TO CITY OF ONKAPARINGA

### Notations

Dealings Affecting Title NIL

Priority Notices NIL

#### Notations on Plan

Lodgement Date	Dealing Number	Description	Status
28/09/2018	12997149	BY-LAWS	FILED
28/09/2018	12997150	SCHEME DESCRIPTION	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

## Certificate of Title

**Title Reference** CT 6215/133  
**Status** CURRENT  
**Easement** YES  
**Owner Number** 12057944  
**Address for Notices** 4 PETREL CL HALLETT COVE, SA 5158  
**Area** 921m<sup>2</sup> (CALCULATED)

## Estate Type

Fee Simple

## Registered Proprietor

PAUL AYLWARD  
JACQUELINE ANN AYLWARD  
OF 4 PETREL CLOSE HALLETT COVE SA 5158  
AS JOINT TENANTS

## Description of Land

LOT 3 PRIMARY COMMUNITY PLAN 41499  
IN THE AREA NAMED MCLAREN VALE  
HUNDRED OF WILLUNGA

## Last Sale Details

**Dealing Reference** TRANSFER (T) 13021891  
**Dealing Date** 14/11/2018  
**Sale Price** \$295,000  
**Sale Type** FULL VALUE / CONSIDERATION AND WHOLE OF LAND

## Constraints

### Encumbrances

Dealing Type	Dealing Number	Beneficiary
ENCUMBRANCE	7069950	CITY OF ONKAPARINGA

### Stoppers

NIL

## Valuation Numbers

Valuation Number	Status	Property Location Address
1333710574	CURRENT	Unit 3, 10 BROWNING COURT, MCLAREN VALE, SA 5171

## Notations

### Dealings Affecting Title

NIL

### Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
28/09/2018 12:23	12997149	BY-LAWS	FILED
28/09/2018 12:23	12997150	SCHEME DESCRIPTION	FILED

### Registrar-General's Notes

NIL

### Administrative Interests

NIL

## Valuation Record

<b>Valuation Number</b>	1333710574
<b>Type</b>	Site & Capital Value
<b>Date of Valuation</b>	01/01/2025
<b>Status</b>	CURRENT
<b>Operative From</b>	01/07/2019
<b>Property Location</b>	Unit 3, 10 BROWNING COURT, MCLAREN VALE, SA 5171
<b>Local Government</b>	ONKAPARINGA
<b>Owner Names</b>	JACQUELINE ANN AYLWARD PAUL AYLWARD
<b>Owner Number</b>	12057944
<b>Address for Notices</b>	4 PETREL CL HALLETT COVE, SA 5158
<b>Zone / Subzone</b>	EN - Established Neighbourhood
<b>Water Available</b>	Yes
<b>Sewer Available</b>	No
<b>Land Use</b>	4100 - Vacant Land-Urban
<b>Description</b>	L
<b>Local Government Description</b>	Vacant Land

## Parcels

Plan/Parcel	Title Reference(s)
C41499 LOT 3	CT 6215/133


## Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$510,000	\$510,000			
Previous	\$435,000	\$435,000			

## Building Details

<b>Valuation Number</b>	1333710574
<b>Building Style</b>	Not Available
<b>Year Built</b>	Not Available
<b>Building Condition</b>	Not Available
<b>Wall Construction</b>	Not Available
<b>Roof Construction</b>	Not Available
<b>Equivalent Main Area</b>	Not Available
<b>Number of Main Rooms</b>	Not Available

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

PURPOSE:	PRIMARY COMMUNITY	AREA NAME:	MCLAREN VALE	APPROVED:	GARY WOODCOCK 23/10/2018	  <b>C41499</b>  SHEET 1 OF 2 64209_text_01_v04_Version_4
MAP REF:	6627/21/G	COUNCIL:	CITY OF ONKAPARINGA	DEPOSITED:	MARK MCNEIL 30/10/2018	
LAST PLAN:	F254019	DEVELOPMENT NO:	145/C017/15/001/53112			

AGENT DETAILS:	WEBER FRANKIW SURVEYORS PTY LTD 178 MAIN ROAD MCLAREN VALE SA 5171 PH: 83238991 FAX:	SURVEYORS CERTIFICATION:	I ASHLEY LINTON NORTH , a licensed surveyor under the Survey Act 1992, certify that (a) I am uncertain about the location of that part of the service infrastructure shown between the points marked > and < on the plan; and (b) This community plan has been correctly prepared in accordance with the Community Titles Act 1996 23rd day of October 2018 Ashley North Licensed Surveyor
AGENT CODE:	WEFSP		
REFERENCE:	5605-01CP		

SUBJECT TITLE DETAILS:										
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER	HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	6189	239		ALLOTMENT(S)	100	D	46791	WILLUNGA		
OTHER TITLES AFFECTED:										

EASEMENT DETAILS:							
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION
EXISTING		SHORT	EASEMENT(S)	A	FOR DRAINAGE PURPOSES	1.2.3.4.5.6.7.8.COMMON PROPERTY	TG 12699306
EXISTING		LONG	EASEMENT(S)	B		1.2.3.4.5.6.7.8.COMMON PROPERTY	TG 12620415

ANNOTATIONS: THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 24 / 08 / 2017

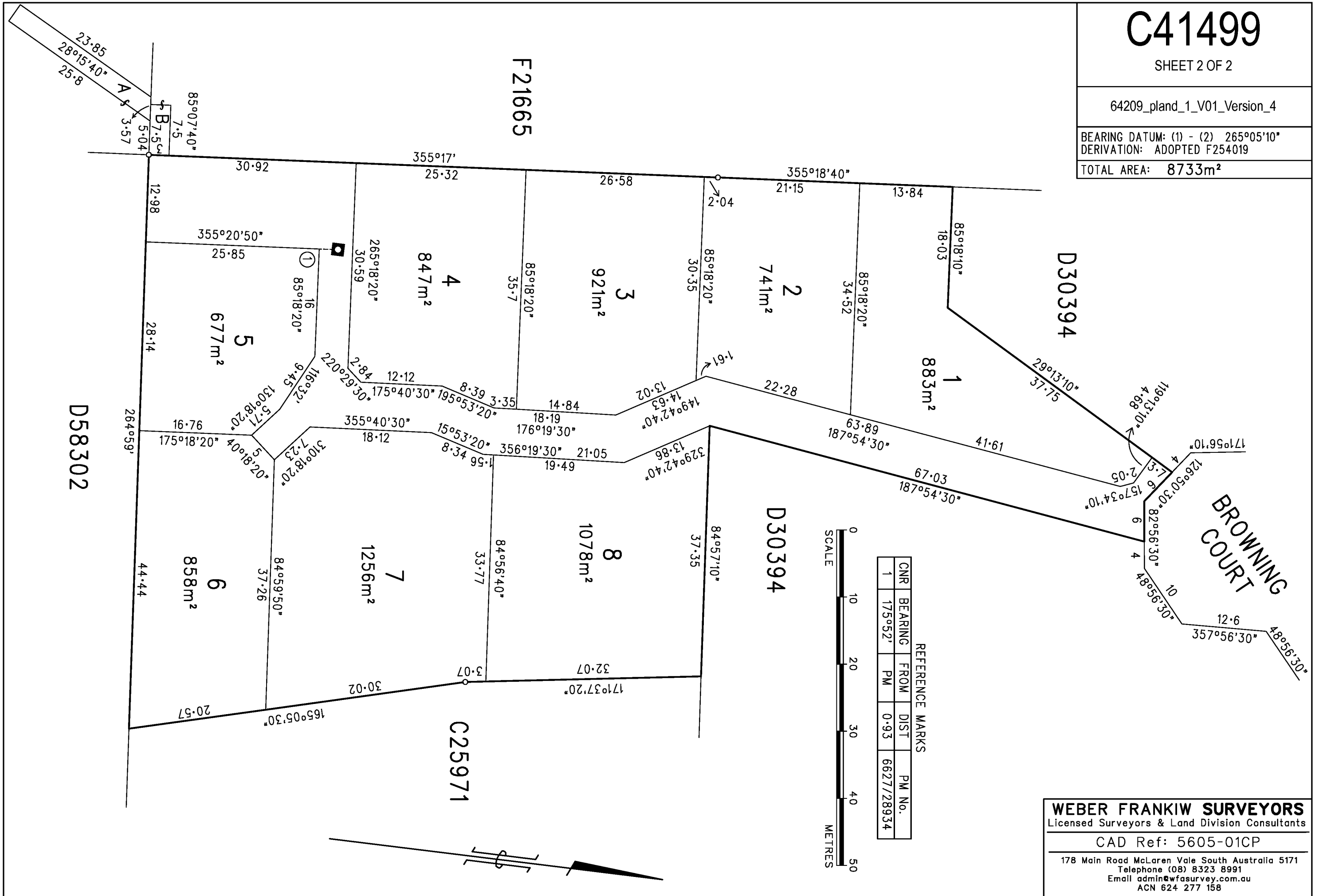
# C41499

SHEET 2 OF 2

64209\_pland\_1\_V01\_Version\_4

BEARING DATUM: (1) - (2) 265°05'10"  
DERIVATION: ADOPTED F254019

TOTAL AREA: 8733m<sup>2</sup>



**WEBER FRANKIW SURVEYORS**  
Licensed Surveyors & Land Division Consultants

CAD Ref: 5605-01CP

178 Main Road McLaren Vale South Australia 5171  
Telephone (08) 8323 8991  
Email admin@wfasurvey.com.au  
ACN 624 277 158

# LOT ENTITLEMENT SHEET

COMMUNITY PLAN NUMBER

# C41499

SHEET | OF |

ACCEPTED

*Mark McNeil 30/10/2018*

PRO  
REGISTRAR-GENERAL

DEV. No 145:CO17:15

## SCHEDULE OF LOT ENTITLEMENTS

LOT	LOT ENTITLEMENT	SUBDIVIDED
1	1180	
2	1200	
3	1240	
4	1240	
5	1160	
6	1220	
7	1410	
8	1350	
AGGREGATE	10000	

### CERTIFICATE OF LAND VALUER

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

Dated the 12<sup>th</sup> day of September 2018

*CFA*  
.....  
Signature of Land Valuer

Form Origin: **LF 12997149**



12:23 28-Sep-2018  
2 of 3

LANDS TITLES REGISTRATION OFFICE  
SOUTH AUSTRALIA  
**LODGEMENT FOR FILING UNDER THE  
COMMUNITY TITLES ACT 1996**

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE  
PURPOSES ONLY**

SERIES NO	PREFIX
2	LF\1

AGENT CODE

LODGED BY:

WEBBER DAVIES CONVEYANCERS VIE9



CORRECTION TO:

WEBBER DAVIES CONVEYANCERS VIE9

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT  
(COPIES ONLY)

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

PICK-UP NO.	
CP	

CORRECTION	PASSED <i>M</i>
FILED 30/10/2018	
  <b>ARO REGISTRAR-GENERAL</b>	

**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.


Terms of Instrument Not  
Checked By Lands Titles Office

By-Laws  
Development No: 145/C017/15

1 of 9

By-Laws  
Community Corporation No. 41499  
Pursuant to Section 34 of the  
Community Titles Act 1996  
10 Browning Court McLaren Vale SA 5171

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

  
.....  
(Signature)

SUSAN MARY DAVIES  
178 Main Road  
McLAREN VALE SA 5171

By Laws  
Community Corporation No. 41499 Incorporated  
Management

Warning

The terms of these By-Laws are binding upon the Community Corporation, the Owners, Occupiers and Lessees of the Community Lots and all persons entering upon the Community Parcel.

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

If the whole or any part of a provision of these By-Laws is invalid, unenforceable or of illegal intent, it is severed. The remainder of these By-Laws will have full force and effect.

**INDEX**

<b><u>Heading</u></b>	<b><u>Page No:</u></b>
Part 1 - Preliminary	4
Part 2 - Mandatory By Laws	4 - 5
Part 3 - Building on Community Lots	5 - 6
Part 4 - Maintenance of Community Lots	6
Part 5 - Building Insurance	6
Part 6 - General Provisions	7
Part 7 - Insurance Obligations & Community Infrastructure	8 - 9

**Part 1 – Preliminary**

1. Interpretation:

In these By-Laws:

- 1.1 “Act” means the Community Titles Act 1996
- 1.2 “Community Infrastructure” means all roadways, kerbings, paths, paving and all other improvements on the common area.
- 1.3 “Corporation” means Community Corporation No. 414.99 Incorporated
- 1.4 “Occupier” of a Lot includes, if the Lot is unoccupied, the owner of the Lot.
- 1.5 “Regulations” means the Community Titles Act Regulations 1996.
- 1.6 “Service Infrastructure” means cables, wires, pipes, sewers, drains, ducts, plant and equipment by which the community lots and Common Property are provided with services.

2. Permitted Use:

- 2.1 The Lots and dwellings constructed on the Lots are exclusively for residential use.
- 2.2 There shall be no alterations or additions to the exterior of a building unless they are harmonious and in context with the design and concept of the development as a whole.

**Part 2 – Mandatory By-Laws**

3. Responsibility of Corporation

- 3.1 The Corporation is responsible for the administration, management and control of the Common Property.
- 3.2 The Corporation is responsible for the maintenance repair and replacement of the Service Infrastructure.
- 3.3 The Corporation is responsible for the maintenance repair and replacement of the Community Infrastructure.

4. Use and Enjoyment of the Common Property

- 4.1 The common property is, subject to the Act and these By-Laws, for the common use and enjoyment of the Occupiers in the Community Scheme and their visitors.

- 4.2. All lot owners and occupiers shall have use of the common property to obtain access to their lot.
- 4.3. An owner or occupier must not :
  - 4.3.1 deposit any rubbish or waste material on the common property; or
  - 4.3.2 deposit any object or material on the common property.
- 4.4. An owner or occupier of a Lot or a person upon the Common Property by their authority, must not park or repair any motor vehicle or other vehicle upon the Common Property except in the case of an emergency and then only to the extent necessary to remove the vehicle from the Common Property.
- 4.5. An owner or occupier of a Lot or a person upon the Common Property by their authority, must not leave parked a motor vehicle on the Common Property except on a part of the Common Property designated for the parking of motor vehicles or unless authorised by the Corporation.
- 4.6. An owner, Occupier or any other person present on the Common Property must not engage in conduct that unreasonably disturbs the owners or occupiers of the Community Lots, or others who are lawfully thereon.

### **Part 3 – Building on Community Lots**

5. The Owner of a Community Lot shall not upon the said Lot or in respect thereof:
  - 5.1
    - 5.1.1 Erect or suffer to be erected or to remain thereon more than one main dwelling house (exclusive of all general domestic outbuildings).
    - 5.1.2 Use or permit to be used for any purpose other than the purpose of a single dwelling for residential use only.
  - 5.2 Leave or suffer any person to leave not garaged, a non functioning vehicle for a greater period than seven consecutive days on that portion of the said land forward of the front alignment of the said dwelling house.
  - 5.3 Re-subdivide the said land or any part thereof.
  - 5.4 Delay or permit to be delayed the completion of the construction of the said dwelling house after construction of the same has commenced.
  - 5.5 Park or allow to be parked any semi-trailer or other heavy vehicles on the common property or the land except only for the purpose of loading and unloading.

- 5.6 Erect or suffer to be erected or to remain thereon any fence except for a fence built in a proper and workmanlike manner of new materials being 1800mm in height and constructed of "good neighbour" double sided "Colourbond" steel.
- 5.7 Create a garden design that is unsightly, offensive or otherwise than in a neat and tidy condition.

#### **Part 4 – Maintenance of Community Lots**

6.

6.1 Maintenance and Repair

The Owner of a Community Lot must maintain and keep in good repair buildings and structural improvements on the lot, including paintwork and external finishes.

6.2 Gardens and Landscaping

The Owner of a Community Lot will establish and maintain a garden and landscaping on the lot in accordance with the Continuing Conditions as approved by the City of Onkaparinga.

6.3 Garbage

The owner of a Community Lot must store garbage in an appropriate container that prevents the escape of unpleasant odours and will, on the day nominated for the collection of garbage by the City of Onkaparinga, place the said container on the road verge.

6.4 Prohibition on Disturbance

An owner, occupier or any other person present on a Community Lot must not engage in conduct that unreasonably disturbs the owners or occupiers of other Community Lots, or others who are lawfully thereon.

6.5 Access

The Corporation and its agents will be entitled to access to a Community Lot and to all buildings thereon (if applicable) in the event of an emergency.

#### **Part 5 – Building Insurance**

7. The Owner of a Lot must at all times keep current building insurance for all buildings on the Lot for replacement and/or reinstalment and should a claim against such insurance be made, all monies received must be used for replacement and/or reinstalment of the buildings on the Lot in substantially the same dimensions, designs and exterior colour scheme as the original buildings on the Lot unless consented to by the Corporation.

**Part 6 – General Provisions**

8. Pets

8.1 Subject to any statutory or municipal regulations or legislation an owner of a Community Lot shall be entitled to keep not more than Two (2) pets on a lot at any time.

8.2 Where an owner or occupier of a Community Lot or any other person who is on the Common Property with an owner of a Lot's consent (express or implied) brings or keeps a pet on either the Lot or any part of the Common Property, that owner or occupier is:

8.2.1 liable to the owner or occupier of their Community Lot/s and all other persons lawfully on the Common Property for any noise which is disturbing to an extent which is unreasonable and for damage to or loss of property or injury to any person caused by the pet, and

8.2.2 responsible for cleaning up after the pet has used any part of another Community Lot or any part of the Common Property, and

8.2.3 an owner or occupier of a Community Lot must ensure that no pet is permitted to roam loose or not under effective control on the Common Property.

9. Fencing

The Fences Act 1975 (as amended) applies as between owners of adjoining community Lots.

10. Offences

A person who contravenes or fails to comply with a provision of these By-Laws is guilty of an offence.

Maximum Penalty - \$500.00

11. Notice of Change of Ownership

An Owner of a Community Lot must notify the Corporation of:

11.1 all changes in ownership or occupation of the lot; and

11.2 all changes in the Owner's address.

**Part 7 – Insurance Obligations & Community Infrastructure**

12. Insurance

12.1 Annual Review

The Corporation must review its insurance at least once every year and provide a report on such insurances to the annual general meeting of the Corporation. The annual general meeting must consider, and make a decision as to, whether the insurances are adequate or whether they should be varied.

12.2 New Insurance

The annual general meeting may direct the Corporation to:

12.2.1 effect new insurance; and/or

12.2.2 vary or extend any existing insurance, and

the Corporation must act on such direction immediately after the annual general meeting.

12.3 Not to Void Insurance

A person must not do anything, without the Corporation's prior approval, which might void or prejudice any insurance effected by the Corporation, or increase any insurance premium payable by the Corporation.

12.4 Insurance of Community Lots

An owner of a community lot must:

12.4.1 insure all improvements on their lot for full replacement value; and

12.4.2 when requested to do so by the Corporation, provide the Corporation with a copy of the insurance policy, and evidence that the premium has been paid and the policy is current.

13. Community Infrastructure

13.1 Owner's Contributions

Each Owner of a community lot must contribute to the cost of maintenance and repair of the Community Infrastructure. An Owner's contribution will be calculated on the basis of that Owner's lot entitlement specified in the Certificate of Lot Entitlements provided in respect of Community Plan No. as a proportion of the total lot entitlements.

### 13.2 Sinking Fund

The Corporation will establish a sinking fund comprising Owner's contributions made under these by-laws. The Corporation must ensure that adequate contributions are made to the fund to enable the Corporation to meet the ongoing costs of maintenance and repair of the Community Infrastructure.

## 14. Owner's Financial Contributions

### 14.1 Administrative Fund

The Corporation will establish an administrative fund comprising Owner's contributions made under these by-laws.

### 14.2 Fixing of Contributions

The Corporation will fix by ordinary resolution in a general meeting the amount of an Owner's contributions to the administrative fund and the sinking fund. Unless the Corporation otherwise determines, an Owner's contribution to the administrative fund will be calculated by reference to that Owner's lot entitlement.

### 14.3 Payment by Instalments

The Corporation may allow an owner to pay its contributions to the administrative fund or the sinking fund by instalments and may charge interest on any contributions not paid by the due date.



Terms of Instrument Not  
Checked By Lands Titles Office

Scheme Description  
Development No 145/C017/15


Page 1 of 5

## **SCHEME DESCRIPTION**

Community Corporation No. 41499  
Pursuant to Section 34 of the  
Community Titles Act 1996

10 Browning Court McLaren Vale SA 5171

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

  
.....  
SUSAN DAVIES  
178 Main Road  
McLAREN VALE SA 5171

## INDEX

<b>Subject</b>	<b>Page No.</b>
1 Introduction	3
Description of the Land developed Under the Scheme	3
2 Nature of the Proposed Development	3
3 Purpose for which the Lots & Common Property may be used	3
4 Standard of buildings and other improvements: - service infrastructure and - garbage collection	3 - 4
5 Estimated date for the completion of the Scheme	4
6 Conditions of approval	4
7 Endorsement by the relevant Development Authority	5

### **Annexure A :-**

Development Approval 145/C017/15

## **1 INTRODUCTION**

1.1 This Scheme Description describes eight residential lots together with common property to be used for access and stormwater disposal.

## **1.2 DESCRIPTION OF LAND DEVELOPED UNDER THE SCHEME**

The whole of the land comprised in Certificate of Title Register Book Volume 6189 Folio 239 being allotment 100 in Deposited Plan 46791 Hundred of Willunga, Browning Court McLaren Vale SA 5171.

## **2. NATURE OF PROPOSED DEVELOPMENT**

2.1 The development is comprised of eight residential Community Lots. The Common Property provides access to these residential Lots by way of Browning Court. Portion of the Common Property is to be used for stormwater detention.

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

3.1 Lots 1 to 8 inclusive are to be used solely for residential accommodation purposes.

3.2 The Common Property is to be used by the proprietors and occupiers of the Community Lots and persons authorised by them from time to time in accordance with the By-Laws of the Community Scheme.

## **4 STANDARD OF BUILDINGS AND OTHER IMPROVEMENTS**

4.1 The buildings must comply with the Building Code of Australia, relevant Australian Standards and the City of Onkaparinga Development and Building consent conditions imposed by Development Application No. 145/C017/15/001/53112 and certified as suitable for occupation under the Development Act and Regulations, 1993.

The Developer is not obligated to construct a dwelling on any of the Lots.

#### **4.2 Service Infrastructure**

All services are available and are incorporated in the development and all services are in place. They are available to each Lot.

#### **4.3 Garbage Collection**

On the day nominated for the collection of garbage by the City of Onkaparinga the garbage of the occupiers of the Community Lots shall be stored in appropriate containers (that prevent the escape of unpleasant odours) on the verge of Browning Court.

#### **5 ESTIMATED DATE FOR THE COMPLETION OF THE SCHEME**

Practical completion of the scheme as described above in Nature of Proposed Development is expected by no later than three years from the date of development approval by the City of Onkaparinga.

#### **6 CONDITIONS OF APPROVAL**

The scheme has been approved by the planning authorities with the continuing conditions as shown in the Annexure.

**7 ENDORSEMENT BY THE RELEVANT DEVELOPMENT AUTHORITY**

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

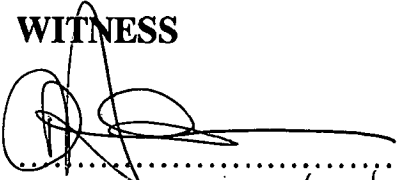
1. All the consents or approvals in accordance with the Scheme Description attached and the relevant plan of community division under the Community Title Act 1996 have been granted for a Community Title Land Division of the land into eight Community Lots and Common Property.
2. However this endorsement does not limit the Council (or other relevant development authorities) right to refuse, or place conditions on, development approvals under the Development Act 1993 in relation to other development envisaged by the scheme or other authorisations still required.
3. Forms of development (as defined in the Development Act 1993) that have not been discussed in the Scheme Description will require an application to be lodged with the relevant planning authority for the necessary consents.

**SIGNED**

  
.....  
As delegate of the City of Onkaparinga

**PLANNING TEAM LEADER (ACTING)**  
.....  
Title

**WITNESS**

  
.....

Date: 14 September 2018.

**ANNEXURE 'A'**

**Development Application No: 145/C017/15**

# CITY OF ONKAPARINGA

20 December 2016

Mr N J Crawford  
C/- Weber Frankiw  
178 Main Rd  
MCLAREN VALE SA 5171

Dear Sir/Madam

**Development Application No.** : 145/6009/2015  
**DAC Reference** : 145/C017/15  
**Proposed Development** : Community division (1 into 8)  
**Location of Proposed Development** : proposed address details for lot 1 = 1/10 thru to lot 8 = 8/10 Browning Court, MCLAREN VALE SA 5171  
**Property Identification** : Allot 100 Sec 157 DP 46791

A Decision Notification Form for the above land division application is attached. You will note that Development Approval has been issued and that conditions may be attached.

**You have the right of appeal to the Environment, Resources and Development Court against any conditions imposed on this consent\*. Any appeal should be lodged within 2 months after you receive notice of the decision, unless the Court in its discretion allows an extension of time.**

The Environment, Resources and Development Court is located in the Sir Samuel Way Building, Victoria Square, Adelaide 5000 (Postal Address, GPO Box 2465, Adelaide SA 5001) telephone 8204 0300.

This approval will lapse twelve months after the date of the decision if an application for a Certificate under Section 51 of the Act has not been lodged with the Development Assessment Commission. In addition, the development must be fully or substantially completed within 3 years of the date of the approval. Council may, prior to the end of either period, grant an extension of time to the approval. Any request must be received in writing.

Please contact me if you require any information.

Yours sincerely

DIANNE HOCKEY  
**Development Officer (Planning)**  
Telephone: 8301 7246  
[diahoc@onkaparinga.sa.gov.au](mailto:diahoc@onkaparinga.sa.gov.au)  
cc Mr N J Crawford, PO Box 815, MCLAREN VALE SA 5171  
\*Section 86 Development Act

**City of Onkaparinga**  
PO Box 1  
Noarlunga Centre SA 5168  
[www.onkaparingacity.com](http://www.onkaparingacity.com)

**Noarlunga Office**  
Ramsay Place  
Noarlunga Centre

**Aberfoyle Park Office**  
The Hub  
Aberfoyle Park  
Telephone (08) 8384 0666

**Willunga Office**  
St Peters Terrace  
Willunga

**Woodcroft Office**  
175 Bains Road  
Morphett Vale

## DECISION NOTIFICATION FORM

South Australia – Regulations under the *Development Act, 1993* – Regulation 42

### FOR DEVELOPMENT APPLICATION

DAC Reference:

145/C017/15

DEVELOPMENT NUMBER

145/6009/2015

LAND DIVISION

DATED:

04-Feb-2015

REGISTERED ON:

16-Feb-2015

TO:	Mr N J Crawford C/- Weber Frankiw 178 Main Rd MCLAREN VALE SA 5171
-----	---

### LOCATION OF PROPOSED DEVELOPMENT

PROPERTY DESCRIPTION	Allot 100 Sec 157 DP 46791
PROPERTY ADDRESS	proposed address details for lot 1 = 1/10 thru to lot 8 = 8/10 Browning Court, MCLAREN VALE SA 5171
CERTIFICATE(S) OF TITLE	CT-5416/752

### NATURE OF PROPOSED DEVELOPMENT

Community division (1 into 8)

*In respect of this proposed development you are informed that:*

NATURE OF DECISION	DECISION	NO. OF CONDITIONS
DEVELOPMENT PLAN CONSENT	Granted	5
LAND DIVISION CONSENT	Granted	6
DEVELOPMENT APPROVAL	Granted	11

*No work can commence on this development until the Development Assessment Commission has issued a Certificate of Approval pursuant to Section 51 of the Development Act 1993.*

Date of Decision: 14-Dec-2016	<input checked="" type="checkbox"/> Council Chief Executive Officer or Delegate
	<input checked="" type="checkbox"/> Sheets Attached

City of Onkaparinga  
PO Box 1  
Noarlunga Centre SA 5168  
[www.onkaparingacity.com](http://www.onkaparingacity.com)

Noarlunga Office  
Ramsay Place  
Noarlunga Centre

Aberfoyle Park Office  
The Hub  
Aberfoyle Park  
Telephone (08) 8384 0666

Willunga Office  
St Peters Terrace  
Willunga

Woodcroft Office  
175 Bains Road  
Morphett Vale

---

**DEVELOPMENT APPLICATION NUMBER** : 145/6009/2015  
**APPLICANT** : Mr N J Crawford  
**LOCATION** : proposed address details for lot 1 = 1/10 thru  
to lot 8 = 8/10 Browning Court, MCLAREN  
VALE SA 5171  
**PROPOSED DEVELOPMENT** : Community division (1 into 8)  
**DECISION** : Development Approval  
**DATE OF DECISION** : 14-Dec-2016

***DEVELOPMENT PLAN CONSENT***  
***Conditions of Consent by Council***

1. All development shall be completed and maintained in accordance with the Stormwater Structure Plan 1209012-CSK5.C, Master Services Plan dated 4 April 2016 and all supporting documents submitted with and forming part of the development application.
2. Structures (outbuilding, swimming pool) noted as to being removed shall be removed prior to council issuing a Certificate of Compliance pursuant to Section 51 of the Development Act to the Development Assessment Commission.
3. The common property area(s) and relevant services including:
  - electricity
  - water
  - drainage/stormwater
  - effluent
  - driveway and car parking areas
  - telecommunications
  - gas (if relevant)shall be established in accordance with recognised engineering practice in accordance with the plan(s) submitted in the application (145/6009/15) and prior to the occupation of the relevant dwellings relying on these services. Together with the landscaping, the common property and services shall be maintained in good condition at all times. If the developer does not complete the common property, this work and expense will become the responsibility of the subsequent purchasers of the community allotments.
4. Scour protection at the head wall of the final discharge point within councils reserve shall be installed to the satisfaction of Council prior to Section 51 clearance.
5. The creation and registration of a drainage easement over the land defined as 'A' on FX 252060 shall occur prior to Section 51 clearance. All costs and compensation shall be the responsibility of the applicant and shall also be finalised prior to clearance.

***Conditions of Consent by the Development Assessment Commission***

Nil

***LAND DIVISION CONSENT***  
***Land Division Conditions***

1. 'As constructed' plans for all Community Wastewater Management System (CWMS) construction shall be provided at the conclusion of works. Such plans shall show the exact locations of all pipes, flushing points, manholes, invert levels to connection points and other

structures in relation to property boundaries. A certificate of compliance is required for the new CWMS connection.

2. A Community Wastewater Management System (CWMS) levy of \$3,986 (subject to annual review), is required for all new allotments requiring a connection (7). This is to be paid prior to the issue of a certificate pursuant to section 51 of the Development Act. Cheques shall be made payable to the City of Onkaparinga or credit card payments can be made by requesting an invoice and using the Online Payments page on Council's website.
3. An upgrade of the existing CWMS infrastructure is required to accommodate the additional loads from the proposed development. All costs associated with the design and installation of this upgrade is to be at the applicant's expense.

***Statement of Development Assessment Commission Requirements***

4. The financial requirements of the SA Water Corporation shall be met for the provision of water supply and sewerage.
5. Payment of \$45416 into the Planning and Development Fund ( 7allotment/s @ \$6676/allotment). Payment may be made by credit card via the internet at [www.edala.sa.gov.au](http://www.edala.sa.gov.au) or by phone (7109 7018), by cheque payable to the Development Assessment Commission marked "Not Negotiable" and sent to GPO Box 1815, Adelaide 5001 or in person, at Ground Floor, 101 Grenfell Street, Adelaide.
6. A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the Development Assessment Commission for Land Division Certificate purposes.

***Note(s):***

1. Demolition of structures necessary for Section 51 clearance requires lodgment of a separate development application.
2. It is the responsibility of the applicant to ensure that all drainage infrastructure over Council land shall be contained in the easement marked "A".
3. Please note this division will result in changes to current property addresses. Please contact a Business Support officer on 8384 0666 for confirmation.
4. SA Water advise that pursuant to Section 33 (c) (iv) of the Development Act, it is necessary for the developer to satisfy this corporation's financial requirements for the provision of water supply and sewerage services.
  - The financial requirements of SA Water shall be met for the provision of water supply.
  - The augmentation requirements of SA Water shall be met.
  - For further processing of this application by SA Water to establish the full requirements and costs of this development the developer will need to advise SA Water of their preferred servicing option. Information of our servicing options can be found at: <http://www.sawater.com.au/SAWater/DevelopersBuilders/ServicesForDevelopers/Custom+er+Connections+Centre.htm>. For further information or queries please contact SA Water Land Developments on 7424 1119.
  - The developer must inform potential purchasers of the community lots of the servicing arrangements and seek written agreement prior to settlement, as future alterations would be at full cost to the owner/applicant.

DIANNE HOCKEY  
**AUTHORISED OFFICER**

Dated: 20 December 2016

The applicant is reminded to contact Council when all the Council's conditions have been complied with and accordingly, the Development Assessment Commission will then be notified that the Council has no objections to the issue of the Certificate of Approval.

PREFIX **E** NO **7069950**



**SINGLE COPY ONLY**

**2** SERIES NO. TO BE COMPLETED BY AGENT

**NOTES**

1. This form is designed to suit the simplest type of encumbrance. Lending institutions which prefer to have encumbrance forms printed privately may do so, but proposed forms must be submitted to the Registrar-General and will not be acceptable for registration unless the format is approved.
2. All panels to be completed. If insufficient space use Annexure Form B.1. This panel should then only contain the words "see Annexure A" (or as the case may be).
3. State whether the whole or portion only of the land comprised in the Certificate of Title. If portion only describe precisely.
4. Insert "estate in fee simple", "estate as Crown lessee", "estate as lessee" or "estate as mortgagee" (as the case may be). If lease or mortgage state registered number.
5. List encumbrances which affect the estate being encumbered.
6. If address and/or occupation has changed identify as "formerly .....
7. If tenants in common in unequal shares specify shares.
8. If an executing party is a natural person execution should read "SIGNED by the encumbrancer in the presence of ..... The witness must be a disinterested party. If an executing party is a body corporate execution must conform to any prescribed formalities relating to the affixing of the common seal.
9. The short form of proof is applicable where the witness is an authorised functionary.
10. The long form of proof is to be used where the witness is not an authorised functionary. The address and occupation of the witness must be stated.

00000 0117910260010 16618880

**REGISTRAR-GENERAL'S OFFICE**

SOUTH AUSTRALIA

**MEMORANDUM OF ENCUMBRANCE**  
FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT, 1886

(SIGNED)

*Paul Edwards*  
Solicitor/Licensed Land Broker/Encumbrancee

*PAUL EDWARDS*

- 8 MAR 1991	TIME	14:40
FEEES		\$
R.G.O.		AA
POSTAGE		
ADVERTISING		
NEW C.T. TO ISSUE		

RECEIVED  
 20 MAR 1991

**OFFICE NOTES:**

**BELOW THIS LINE FOR OFFICE USE ONLY**

**EXAMINATION**

CORRECTION		PASSED
O.D.R. No.		EXAMINER TO INITIAL
REFERRED	RETURNED	
		<b>IR</b>

**BELOW THIS LINE FOR AGENT USE ONLY**

Lodged by: **PAUL EDWARDS** **PJE1**  
 Address: **100 CARRINGTON ST**  
**ADLAIDE 5000**

Correction to **PAUL EDWARDS** **PJE1**

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

- |        |   |          |
|--------|---|----------|
| 1..... | } | Received |
| 2..... |   | items    |
| 3..... |   | No.      |
| 4..... |   |          |
| 5..... |   | Assessor |

REGISTERED ON **23-5-1991** AT **15:00**  
 BY ENTRY OF A MEMORIAL OF THIS INSTRUMENT IN THE REGISTER BOOK. VOL. **4372** FOLIO **622**

*P.A. Sargent* **PAO.**



**PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS**

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

**ITEM(S) DELIVERED—POSTED**

IN ACCORDANCE WITH DELIVERY INSTRUCTIONS

**DELIVERY INSTRUCTIONS:** PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE UNDERMENTIONED AGENT(S)

ITEM	AGENT/RGO BOX No.	DELIVERY DATE	*POSTAGE DATE	INITIALS	ITEM: CT/CL REF.	AGENT'S NAME	AGENT RGO BOX No.	POSTAL ADDRESS*
1								
2								
3								
4								
5								

\*FILL OUT POSTAGE DATE ONLY IF ITEMS ARE RETURNED BY CERTIFIED MAIL

\*FILL OUT POSTAL ADDRESS ONLY IF ITEMS ARE TO BE RETURNED BY CERTIFIED MAIL

DATED THIS 22nd DAY OF February 1991.

EXECUTION BY THE ENCUMBRANCERS:

SIGNED BY THE SAID:

PETER ALBERT CHARLES BERRY .....

DOROTHY PAULEEN BERRY .....

IN THE PRESENCE OF: ..... M.A. WALTER JP|PBM

CTO SIGN

M.A. WALTER
A Justice of the Peace in and
for the State of South Australia

EXECUTION AND
ATTESTATION
(See Note 8)

MUST COMPLETE THIS SHEET FORM OF PROOF ON BOTH COPIES

SHORT FORM OF
PROOF
(See Note 9)

Appeared before me at ADELAIDE the 21st day of FEBRUARY 1991

the encumbrancer within described the party executing the within instrument being a person well known to me and did freely and voluntarily sign the same

(SIGNED)

Appeared before me at

M.A. WALTER JP|PBM
A Justice of the Peace in and
for the State of South Australia

the encumbrancer within described the party executing the within instrument being a person well known to me and did freely and voluntarily sign the same

(SIGNED)

LONG FORM OF PROOF
(See Note 10)

Appeared before me at the day of 19

(hereinafter referred to as "the witness"), a person known to me and of good repute, attesting witness to this instrument, and acknowledged his signature to the same; and did further declare that the encumbrancer, the party executing the same, was personally known to the witness, that the signature to the said instrument is in the handwriting of the encumbrancer, and that the encumbrancer did freely and voluntarily sign the same in the presence of the witness and was at that time of sound mind.

(SIGNED)

Appeared before me at the day of 19

(hereinafter referred to as "the witness"), a person known to me and of good repute, attesting witness to this instrument, and acknowledged his signature to the same; and did further declare that the encumbrancer, the party executing the same, was personally known to the witness, that the signature to the said instrument is in the handwriting of the encumbrancer, and that the encumbrancer did freely and voluntarily sign the same in the presence of the witness and was at that time of sound mind.

(SIGNED)

## IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:—

1. That the encumbrancer will pay to the encumbrancee the said sum of TEN CENTS (10c) (if demanded) or the said sum of FIVE CENTS (5c) (if demanded) ( as the case may be) on the 30th day of June next and on each and every 30th day of June thereafter.
2. During the continuance of this encumbrance the encumbrancer shall upon the said land or in respect thereof:—
  - a) in the event that effluent will not gravitate away then by means of a pump installed for the purpose dispose of all effluent from any dwelling to be erected thereon to the McLaren Vale Common Effluent System and FURTHER to maintain the said pump and associated pipework in a satisfactory working order at all times.
  - b) in the event that stormwater will not gravitate away then by means of a pump installed for the purpose dispose of all stormwater from any dwelling to be erected thereon to the Browning Court watertable and FURTHER to maintain the said pump and associated pipework in a satisfactory working order at all times.
3. Notwithstanding anything to the contrary hereinbefore contained, the encumbrancer shall not transfer any estate or interest in the said land (or any part thereof) without first causing the party in whose favour such estate or interest is to be transferred to execute a covenant under seal in favour of the encumbrancee that such party will observe and perform all of the terms and conditions in this Memorandum of Encumbrance contained as if such party had been the original party to this Memorandum of Encumbrance as the encumbrancer herein named.
4. AND the encumbrancer does hereby covenant and agree that notwithstanding anything to the contrary contained herein or elsewhere the encumbrancee shall have the right in its absolute and unfettered discretion at any time and from time to time to modify waive or release any covenants conditions restrictions or stipulations wheresoever contained relating to the said land AND the encumbrancer does hereby further covenant and agree that the encumbrancee shall incur no liability whatsoever to the encumbrancer and the encumbrancer shall have no action caused suit claim or demand whatsoever against the encumbrancee in respect of arising out of or in any way connected with the exercise by the encumbrancee of its said right to modify waive or release any of the said covenants conditions restrictions or stipulations.
5. AND it is hereby agreed and declared between the encumbrancer and the encumbrancee that the encumbrancer and successive assigns of the encumbrancer shall be respectively released and discharged from payment of the said rent charge and from the observance and performance of the several covenants conditions restrictions and stipulations herein contained forthwith upon the encumbrancer and such successive assigns respectively causing clause 2 hereof to be complied with and ceasing to be registered as the proprietor of the said land PROVIDED HOWEVER that the encumbrancer shall remain liable to use his best endeavours from time to time at the request and cost in all things of the encumbrancer.
6. Subject as aforesaid the encumbrancee shall be entitled to all powers and remedies given to an encumbrancee by the Real Property Act 1886 as amended from time to time.
7. Be liable for the cost of preparation of the said encumbrance and its registration in the Lands Titles Office.

# MEMORANDUM OF ENCUMBRANCE

CERTIFICATES OF TITLE BEING ENCUMBERED (See Note 3)

THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE REGISTER BOOK VOLUME 4372 FOLIO 622

01314824

COMMISSIONER OF STAMPS  
S.A. STAMP OUT  
ADJUDGED  
NOT CHARGEABLE  
22/02/91 12:35

ESTATE AND INTEREST (See Note 4)

IN FEE SIMPLE

ENCUMBRANCES (See Note 5)

NIL

ENCUMBRANCER (Full name, address and occupation) (See Note 6)

CHARLES  
PETER ALBERT BERRY, CREDIT CONTROLLER AND DOROTHY PAULEEN BERRY COMPANY  
 REPRESENTATIVE BOTH OF 22 STONEYBROOK DRIVE PARADISE 5075

ENCUMBRANCEE (Full name, address and occupation) (See Note 7)

DISTRICT COUNCIL OF WILLUNGA CARE OF P.O. 19 WILLUNGA 5172

(a) State the term of the annuity. If for life use the words "during his lifetime".

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND ABOVE DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE SUBJECT TO THE ENCUMBRANCES AND OTHER INTERESTS AS SHOWN HEREON WITH AN ANNUITY OF

Ten cents (10c) if demanded  
 TO BE PAID TO THE ENCUMBRANCEE (a).  
 In Perpetuity for an estate in fee simple.

(b) State the times appointed for payment of the annuity and any special covenants.

AT THE TIMES AND IN THE MANNER FOLLOWING (b)

By payment (if demanded) of the annual sum or yearly rent charge of TEN CENTS (10c) payable on the 30th day of June each year commencing on the 30th day of June next ensuing after the execution hereof PROVIDED HOWEVER that is throughout the year immediately preceding the due date for payment of such yearly rent charge the encumbrancer shall not have allowed or suffered any breach of and shall have otherwise duly performed and observed all the covenants contained in paragraph 2 hereof then in lieu of the sum of TEN CENTS (10c) which would otherwise have been payable (if demanded) there shall be payable (if demanded) FIVE CENTS (5c) to the intent that the encumbrancee shall hold the said yearly rent charge in perpetuity for an estate in fee simple and with the performance and observance of the covenants by the encumbrancer contained or implied herein.

Orig. **TG 12620415**



12:53 21-Oct-2016  
1 of 1

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

**GRANT OF EASEMENT**

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE &  
STAMP DUTY PURPOSES ONLY**

Prefix
<b>TG</b>
Series No.

RevenueSA - Stamp Duty - ABN.19 040 349 865 ©

RevNetID/PRA Bundle No.: 135950651

Orig/Copy 1 of with 0 copies

Consideration/Value/Security: \$ 100.00

SA Proportion (if applicable): \$   

SD: \$ 1.00 LTO Fees: \$   

Int: \$    Pcn/Add Tax: \$   

Signature: [Signature] Date 21/10/16

**113**  
**BELOW THIS LINE FOR AGENT USE ONLY**

CERTIFIED CORRECT FOR THE PURPOSES  
OF THE REAL PROPERTY ACT 1886

[Signature]  
Solicitor/Registered Conveyancer/Grantee  
**S.M. DAVIES**

F E E S	R.G.O.	POST	NEW C.T.
------------------	--------	------	----------

AGENT CODE

Lodged by:

Correction to: **WebberDaviesConveyancer VIE9**

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

1. C/T 6010/559
2. C/T 5416/752

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1. ....
2. ....
3. ....
4. ....

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

ITEM(S)	AGENT CODE


R-G 120813

**2 NEW C.T. TO ISSUE**  
 ① Allot 100 DP 46791 Tog B  
 ① Allot 80 F21665 Sub B  
 OR  
 (TP: 6415251 to be carried forward as is)

**2** NEW CERTIFICATE(S) OF TITLE TO ISSUE AS PER INSTRUCTIONS

*Sandy*

CORRECTION <b>3/11</b>	PASSED <u>[Signature]</u>
REGISTERED <b>16 NOV 2016</b> <u>[Signature]</u> REGISTRAR GENERAL	

pro 

DATED 21st October 2016

GRANTEE  
EXECUTION (GRANTOR)

Signature of GRANTOR 

Signature of WITNESS - Signed in my presence by the GRANTOR who is either personally known to me or has satisfied me as to his or her identity. A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing:

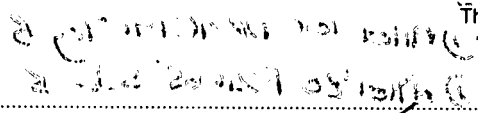
KATHRYN JANE GERHARDT  
Print Full name of Witness (BLOCK LETTERS)

6 Carawe St

Address of Witness  
PORT Willunga 5173

Business Hours Telephone No x03 85576002

GRANTOR  
ACCEPTANCE (GRANTEE)  
The within grant is hereby accepted

  
Signature of GRANTEE

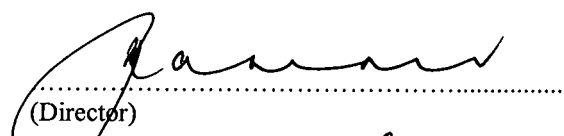
Signature of WITNESS

Signature of WITNESS


Signature of WITNESS

Address of Witness

Executed by KEYINVEST LTD.  
in accordance with S127(1) of the Coporations Act  
by the Authority of the Director/s:

  
(Director)

Ian John Campbell  
(FULL Name)

  
(Director/Secretary)

DION SILVY  
(FULL Name)

# GRANT OF EASEMENT

(Pursuant to Section 96 of the Real Property Act 1886)

**CERTIFICATE(S) OF TITLES OVER WHICH RIGHTS AND LIBERTIES ARE BEING GRANTED**

The whole of the land comprised in Certificate of Title Register Book  
VOLUME 6010 FOLIO 559

**ESTATE AND INTEREST**

FEE SIMPLE

**ENCUMBRANCES**

NIL

**GRANTOR(S)** (Full name and address)

KEYINVEST LTD. (A.C.N. 087 649 474) of 49 Gawler Place Adelaide SA 5000

**CONSIDERATION**

NIL (Value \$100.00)

**GRANTEE(S)** (Full name, address and Certificate of Title affected)

NICHOLAS JOHN CRAWFORD of 51 Caffrey Street McLaren Vale SA 5171 registered proprietor of the land comprised in Certificate of Title Volume 5416 Folio 752

**THE GRANTOR ACKNOWLEDGES RECEIPT OF THE CONSIDERATION HEREIN EXPRESSED AND HEREBY GRANTS TO THE GRANTEE**

HERE SET FORTH THE RIGHTS AND LIBERTIES BEING CREATED. DEFINE PRECISELY

LONG FORM EASEMENT

The Grantor hereby grants a full and unrestricted right and liberty to the Grantee and their agents, servants and workmen over that portion of Allotment 80 marked "B" in FX250654 from time to time and at all times hereafter to break the surface of, dig, open up and use that portion of the said land for the purpose of laying down, fixing, taking up, repairing, re-laying or examining drains or drainage pipes and of using and maintaining those drains and drainage pipes for drainage purposes and to enter upon the land at any time (if necessary) with vehicles and equipment for any of those purposes.

**THE GRANTOR AND GRANTEE OF THIS EASEMENT COVENANT AS FOLLOWS:-**

- (a) The Grantee and its agents will be entitled to enter upon the said land upon giving reasonable notice to the Grantor except in an emergency when no notice will be required.
- (b) The Grantee and/or its agents shall reinstate that portion of the Grantor's land as is hereinbefore described to the same condition as is reasonably practical, prior to any works undertaken by the Grantee and/or its agents entering upon the land. Reinstatement of the Grantor's said portion of land shall be carried out within a reasonable timeframe after completion of any works having been undertaken by the Grantee and or its agents.
- (c) The costs of maintaining and repairing the pipework and reinstating the Grantor's portion of land over which the easement is situated shall be borne by the Grantee.

**TO BE HELD APPURTENANT TO:-**

HERE SET FORTH APPURTENANCE. DEFINE PRECISELY

Allotment 100 in DP46791 being whole of the land comprised in Certificate of Title Volume 5416 Folio 752

✓

### CONSENT TO THE GRANT OF AN EASEMENT

**CONSENTING PARTY (Full Name and Address)**

CITY OF ONKAPARINGA of PO Box 1 Noarlunga Centre SA 5168 *formerly The District Council of Willunga*

**NATURE OF ESTATE OR INTEREST HELD**

Estate as Encumbrancee pursuant to Encumbrance No: 7069950

I/We the consenting party consent to the

(1)\* ~~discharge of \*Encumbrance/\*Mortgage..... over the easement being granted pursuant to Section 144 of the Real Property Act 1886.~~

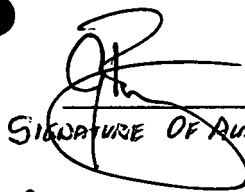
(2)\* granting of the easement subject to Encumbrance No: 7069950 pursuant to Section 90F of the Real Property Act 1886.

\* Delete the inapplicable

DATED 14/10/16


**EXECUTION BY CONSENTING PARTY**

SIGNED AS AUTHORIZED DELEGATE FOR  
CITY OF ONKAPARINGA UNDER SECTION 44  
OF THE LOCAL GOVERNMENT ACT 1999.

  
SIGNATURE OF AUTHORIZED DELEGATE

ALEXANDER JOCK BERRY  
NAME OF AUTHORIZED DELEGATE

MANAGER PROPERTY & COMMERCIAL  
POSITION OF AUTHORIZED DELEGATE

  
SIGNATURE OF WITNESS

DAVID WAYNE HASLAM  
NAME OF WITNESS

RAMSAY PLACE, NOARLUNGA CENTRE  
ADDRESS OF WITNESS  
PH: 8384.0666

SA 5168  
4.11.16

### CONSENT TO THE GRANT OF AN EASEMENT

**CONSENTING PARTY (Full Name and Address)**

AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. (A.C.N. 005 357 522) of Level 19, 11-24 Waymouth Street Adelaide SA 5000

**NATURE OF ESTATE OR INTEREST HELD**

Estate as mortgagee pursuant to mortgage nos: 9088988, 9099891 and 10449786

I/We the consenting party consent to the

(1)\* ~~discharge of \*Encumbrance / \*Mortgage~~ over the easement being granted pursuant to Section 144 of the Real Property Act 1886.

(2)\* granting of the easement subject to Mortgage Nos: 9088988, 9099891 and 10449786 pursuant to Section 90F of the Real Property Act 1886.

\* Delete the inapplicable

DATED 21.10.2016

**EXECUTION BY CONSENTING PARTY**

Executed by AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED ABN 11 005 357 522 by being SIGNED by its Attorney

Sign *[Signature]*

Name Noel Antas  
Acting/Manager

Under Power of Attorney No. 9480083 and Substitutionary Power No. 10215638 in the presence of:

Sign *[Signature]*

Name *[Signature]*

Phn. No 08 8524 4535

4/833 Collins Street Docklands Vic 3008

### CONSENT TO THE GRANT OF AN EASEMENT

#### CONSENTING PARTY (Full Name and Address)

COMMONWEALTH BANK OF AUSTRALIA (A.C.N. 123 123 124) of 100 King William Street Adelaide SA 5000

✓

#### NATURE OF ESTATE OR INTEREST HELD

Estate as mortgagee pursuant to mortgage no: 11025602

✓

I/We the consenting party consent to the

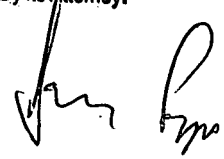

(1)\* discharge of Mortgage 11025602 over the easement being granted pursuant to Section 144 of the Real Property Act 1886.

(2)\* ~~granting of the easement subject to \*Encumbrance / \*Mortgage~~ pursuant to Section 99F of the Real Property Act 1886.

\* Delete the inapplicable

DATED 21.10.2016

#### EXECUTION BY CONSENTING PARTY

SIGNED in South Australia by COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124 by its duly	) COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124 ) By its Attorney:
constituted Attorney..... <u>DAMIAN PAPPS</u>	) 
who certified that he is the..... <u>RELATIONSHIP EXECUTIVE</u>	)
South Australia of COMMONWEALTH BANK OF AUSTRALIA in the presence of:	)
 (Signature of Witness)	Power of Attorney No. <u>10999753</u>
<u>SIMON JAWETZKI</u> (Full Name of Witness)	)
<u>LEVEL 3, 100 KING WILLIAM ST, ADELAIDE SA</u> (Address of Witness)	)
<u>08 8112 0856</u> (Daytime telephone number)	)

FORM TO REGISTER  
CADA Orig: T:G 12699306



11:17 22-Mar-2017  
1 of 1

LANDS TITLES REGISTRATION OFFICE  
SOUTH AUSTRALIA  
**GRANT OF EASEMENT**

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID	
--------------------	--

**BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY**

SERIES NO	PREFIX
	TG

\$83.50  
 (Reserve title fee or cost)  
**MAY BE REFUNDED**  
 AGENT CODE  
 VIE9

LODGED BY:

CORRECTION TO:

Webber Davies Conveyancers VIE9

SUPPORTING DOCUMENTATION LODGED WITH APPLICATION (COPIES ONLY)

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

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

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

RevenueSA - Stamp Duty - ABN 19 040 349 865 ©

RevNetID/PRA Bundle No.: 137078897

Orig/Copy 1 of/with 0 copies

Consideration/Value/Security: \$ 1650.00

SA Proportion (if applicable): \$

SD: \$ ~~1650.00~~ TO Fees: \$

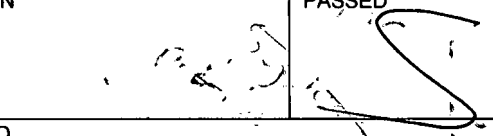

Int: \$ Pen/Add Tax: \$

Signature: \_\_\_\_\_ Date: 22/3/17

\$83.50 refund  
 to VIE9  
 335  
 Vide 344/2017

31/4/17  
**Acting Senior Data Capture Officer**

② **NEW C.T. TO ISSUE**  
 ⓪ Allot 100 to A  
 ⓪ Allot 93 (Reserve) Sub A

CORRECTION	PASSED
 REGISTERED 28 MAR 2017 pro  REGISTRAR-GENERAL SOUTH AUSTRALIA	

---

DATED 22nd March 2017

**CERTIFICATION** *\*Delete the inapplicable*

**Grantor(s)**

- \*The Prescribed Person has taken reasonable steps to verify the identity of the Grantor.
- \*The Prescribed Person holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- \*The Prescribed Person has retained the evidence to support this Registry Instrument or Document.
- \*The Prescribed Person has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:



SUSAN MARY DAVIES  
REGISTERED CONVEYANCER

for: WEBBER DAVIES CONVEYANCERS

on behalf of the Grantor

---

**Grantee(s)**

- \*The Prescribed Person has taken reasonable steps to verify the identity of the Grantee.
- \*The Prescribed Person holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- \*The Prescribed Person has retained the evidence to support this Registry Instrument or Document.
- \*The Prescribed Person has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:



SUSAN MARY DAVIES  
REGISTERED CONVEYANCER

for: WEBBER DAVIES CONVEYANCERS

on behalf of the Grantee

# GRANT OF EASEMENT

(Pursuant to Section 96 of the Real Property Act 1886)

**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.

## LAND DESCRIPTION OVER WHICH RIGHTS AND LIBERTIES ARE BEING GRANTED

The whole of the land comprised in Certificate of Title Register Book VOLUME 5851 FOLIO 487

## ESTATE & INTEREST

Estate in fee simple

## GRANTOR(S) (Full name and address)

CITY OF ONKAPARINGA of PO Box 1 Noarlunga Centre SA 5168

## CONSIDERATION (Words and figures)

~~Nil (Value does not exceed \$100.00)~~

one thousand six hundred and fifty dollars (\$1650.00)

## GRANTEE(S) (Full name, address, mode of holding and appurtenant land description)

NICHOLAS JOHN CRAWFORD of PO Box 815 McLaren Vale SA 5171 the registered proprietor of the whole of the land comprised in Certificate of Title Volume 6184 Folio 105

---

**THE GRANTOR ACKNOWLEDGES RECEIPT OF THE CONSIDERATION HEREIN EXPRESSED AND HEREBY GRANTS TO THE GRANTEE**

HERE SET FORTH THE RIGHTS AND LIBERTIES BEING CREATED AND DEFINE PRECISELY

An easement for drainage purposes over that portion of Allotment (Reserve) 93 marked "A" in FX252060 and being portion of the land comprised in Certificate of Title Volume 5851 Folio 487

**TO BE HELD APPURTENANT TO:-**

HERE SET FORTH THE APPURTENANCE AND DEFINE PRECISELY

Allotment 100 in DP46791 being whole of the land comprised in Certificate of Title Register Book Volume 6184 Folio 105

**CONSENT TO THE GRANT OF AN EASEMENT**

**CONSENTING PARTY (Full Name and Address)**

AUSTRALIA & NEW ZEALAND BANKING GROUP LTD. (A.C.N. 005 357 522) of Level 19, 11-24 Waymouth Street  
Adelaide SA 5000

**NATURE OF ESTATE OR INTEREST HELD**

Estate as mortgagee pursuant to mortgage nos: 9088988, 9099891 and 10449786

I/We the consenting party consent to the

- (1)\* ~~discharge of \*Encumbrance / \*Mortgage~~ ..... over the easement being granted  
~~pursuant to Section 144 of the Real Property Act 1886.~~
- (2)\* granting of the easement subject to ~~\*Encumbrance / \*Mortgage~~ 9088988, 9099891 & ..... pursuant to  
Section 90F of the Real Property Act 1886. 10449786

\* Strike through the inapplicable

**EXECUTION BY CONSENTING PARTY**

DATED 17<sup>th</sup> February 2017

Executed by AUSTRALIA AND NEW  
ZEALAND BANKING GROUP LIMITED ABN  
11 005 357 522 by being SIGNED by its  
Attorney

Sign .....  
Name .....  
Acting/Manager **LUCIO SARDEGNA**

Under Power of Attorney No. 9400003  
and Substitutionary Power No. 10215630  
in the presence of:

Sign .....  
Name ..... **PETER O'ROURKE** .....  
Phn. No ..... **03 8654 4535** .....  
4/833 Collins Street Docklands Vic 3008

### CONSENT TO THE GRANT OF AN EASEMENT

**CONSENTING PARTY (Full Name and Address)**

City of Onkaparinga of PO Box 1 Noarlunga Centre SA 5168

**NATURE OF ESTATE OR INTEREST HELD**

Estate as Encumbrancee pursuant to Encumbrance No: 7069950

I/We the consenting party consent to the

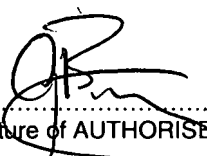
- (1)\* ~~discharge of \*Encumbrance / \*Mortgage~~ ..... ~~over the easement being granted~~ pursuant to Section 144 of the Real Property Act 1886.
- (2)\* granting of the easement subject to \*Encumbrance / \*Mortgage 7069950 ..... pursuant to Section 90F of the Real Property Act 1886.

\* Strike through the inapplicable

**EXECUTION BY CONSENTING PARTY**

DATED 17<sup>th</sup> February 2017

SIGNED as Authorised Delegate for CITY OF ONKAPARINGA  
Under Section 44 of the *Local Government Act 1999*:

  
.....  
Signature of AUTHORISED DELEGATE

ALEXANDER JOCK BERRY  
Print Full Name/s of AUTHORISED DELEGATE

MANAGER PROPERTY AND COMMERCIAL  
Print Position Held of AUTHORISED DELEGATE

  
.....  
Signature of WITNESS

DAVID WAYNE MASLAM  
Print Full Name/s of WITNESS

RAMSAY PLACE  
Address of WITNESS

NOARLUNGA CENTRE SA 5168

83017227  
Daytime contact Telephone Number:

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

---

## For your information:

### **Section 187 certificate update request free of charge (One Update):**

Penalties and interest, property charges, payments or dishonoured payments can impact account balances daily.

To assist with financial adjustments as close as practicable to the date of settlement, your Section 187 certificate will now be valid for 90 days. Within this period we will offer one update request without charge. This update is to be obtained via the online portal.

It is important to note all searches advise when fines/interest will be applied. When receiving your update search, should it be evident that further penalties will be applied prior to settlement, you will need to still consider these additional amounts as part of your settlement statement calculations.

Please Note: The above 90 day extension is applicable only to Section 187 certificates. Section 7 certificates still remain valid for a 30 day period only.

### **BPAY biller code added to searches to enable electronic settlement of funds**

Our BPAY biller code is now detailed on each search, enabling settlement funds to be disbursed to us electronically. Please note that this is our preferred method payment and we request that you cease the use of cheques to affect settlement.

### **How to advise us of change of ownership?**

To also assist with the reduction of duplication of information being received from various agencies i.e. conveyancers and the Lands Titles Office (LTO), we are advocating that the Purchaser's Conveyancer to advise the change of ownership by following the below:

If you are using e-conveyancing to affect a sale, please only issue advice to us if the mail service address is different to what was lodged via the transfer at the LTO. We update ownership details including the mailing address in accordance with the advice provided by the Valuer General. We have amended this change to align with SA Water practices and to provide an improved customer experience overall.

If lodging in person at the LTO – Please send the change of ownership advice to us via [mail@onkaparinga.sa.gov.au](mailto:mail@onkaparinga.sa.gov.au).

Electronic settlement of funds is still preferred.

---

**LOCAL GOVERNMENT RATES SEARCH**

**TO:** Form 1 On Frome  
147 Frome St  
ADELAIDE SA 5000

25 March 2026

**DETAILS OF PROPERTY REFERRED TO:**

Property ID : 81130  
 Valuer General No : 1333710574  
 Valuation : \$510,000.00  
 Owner : Ms Jacqueline Ann Aylward & Mr Paul Aylward  
 Property Address : 3/10 Browning Court MCLAREN VALE SA 5171  
 Volume/Folio : CT-6215/133  
 Lot/Plan No : Community Plan Parcel 3 CP 41499  
 Ward : 06 Southern Vales 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	\$0.00
--	--------

Postponed Amount in Arrears	\$0.00
-----------------------------	--------

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

<b>Total Rates Levied 2025-2026</b>	<b>\$3,041.42</b>
-------------------------------------	-------------------

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

Fines and interest charged in the current financial year (2% fine when rates first become overdue and interest applied per month thereafter at LGA-prescribed rate)	\$0.00
---	--------

Postponed Interest	\$0.00
--------------------	--------

Less paid current financial year	-\$2,281.42
----------------------------------	-------------

Overpayment	\$0.00
-------------	--------

Legal Fees (current)	\$0.00
----------------------	--------

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

Balance - rates and other monies due and payable	\$760.00
--	----------

Property Related Debts	\$0.00
------------------------	--------

<b>BPAY Biller Code: 421503</b>	<b>TOTAL BALANCE</b>	<b>\$760.00</b>
<b>Ref: 1448190811308</b>		

**AUTHORISED OFFICER**  
Haylie Thomas

This statement is made the 25 March 2026

**IMPORTANT INFORMATION REGARDING SEARCHES**

---

Form 1 On Frome  
147 Frome St  
ADELAIDE SA 5000

**Attention Conveyancers**

○ **Section 187 certificate update request free of charge (One Update):**

- Penalties and interest, property charges, payments or dishonoured payments can impact account balances on a daily basis.

To assist with financial adjustments as close as practicable to the date of settlement, your **Section 187 certificate will now be valid for 90 days**. Within this period Council will offer one update request without charge. This update is to be obtained via the online portal.

It is important to note all searches advise when fines/interest will be applied. When receiving your update search, should it be evident that further penalties will be applied prior to settlement, you will need to still consider these additional amounts as part of your settlement statement calculations.

**Please Note: Section 7 certificates remain valid for a 30 day period only.**

○ **BPAY biller code added to searches to enable electronic settlement of funds**

- Our BPAY biller code is now detailed on each search, enabling settlement funds to be disbursed to Council electronically. Please note that this is Council's preferred method payment and we request that you cease the use of cheques to affect settlement.

○ **How to advise Council of change of ownership?**

To also assist with the reduction of duplication of information being received from various agencies i.e. conveyancers and the Lands Titles Office, we are advocating that the **Purchaser's Conveyancer** to advise the change of ownership by following the below:

- If you are using e-conveyancing to affect a sale, please **only issue advice to Council if the mail service address is different to what was lodged via the transfer at the LTO**. Council's new practice is to update ownership details including the mailing address in accordance with the advice provided by the Valuer General. Council has amended this change to align with SA Water practices and to provide an improved customer experience overall.
- If lodging in person at Lands Title Office – Please send the change of ownership advice to Council via [mail@onkaparinga.sa.gov.au](mailto:mail@onkaparinga.sa.gov.au). Electronic settlement of funds is still preferred.

Yours sincerely

**City Of Onkaparinga**

Telephone (08) 8384 0666

**Property Information And Particulars**

In response to an enquiry pursuant to Section 7 of the

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

---

**TO:** Form 1 On Frome  
147 Frome St  
ADELAIDE SA 5000

**DETAILS OF PROPERTY REFERRED TO:**

ASSESSMENT NO	:	116911
VALUER GENERAL NO	:	1333710574
VALUATION	:	\$510,000.00
OWNER	:	Ms Jacqueline Ann Aylward & Mr Paul Aylward
PROPERTY ADDRESS	:	3/10 Browning Court MCLAREN VALE SA 5171
VOLUME/FOLIO	:	CT-6215/133
LOT/PLAN NUMBER	:	Community Plan Parcel 3 CP 41499
WARD	:	06 Southern Vales 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	145/6009/2015
Description	Community division (1 into 8)
Decision	Approved
Decision Date	14 December 2016

##### Development Plan Consent Conditions

1. The common property area(s) and relevant services including:

- electricity
- water
- drainage/stormwater
- effluent
- telecommunications
- gas (if relevant)

shall be established in accordance with recognised engineering practice in accordance with the plan(s) submitted in the application (145/6009/15) and prior to the occupation of the relevant dwellings relying on these services. Together with the landscaping, the common property and services shall be maintained in good condition at all times. If the developer does not complete the common property, this work and expense will become the responsibility of the subsequent purchasers of the community allotments.

#### **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**

Established Neighbourhood (EN)

##### **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.

### **Character Preservation District (Township)**

The Character Preservation District Overlay seeks to recognise, protect and enhance the special character of Character Preservation Districts.

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

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

### **Hazards (Flooding - Evidence Required)**

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

### **Native Vegetation**

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

### **Prescribed Water Resources Area**

The Prescribed Water Resources Area Overlay seeks to ensure the sustainable use of water in prescribed water resource areas.

### **Prescribed Wells Area**

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

### **Regulated and Significant Tree**

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

### **Stormwater Management**

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

### **Traffic Generating Development**

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

### **Urban Tree Canopy**

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

Is the land situated in a 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

YES

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).

Easements over private land may show on a certificate of title and indicate that council or another authority have some form of infrastructure within them, such as stormwater drainage pipes or other services. Refer to [Encroachment over council easements](#) on our website for further information.

Are you aware of any encroachment on the Council easement?

NO

*Lease, agreement for lease, tenancy agreement or licence*  
(The information does not include the information about sublease or subtenancy.  
The purchaser may seek that information from the lessee or tenant or sublessee or subtenant.)

NO

*Caveat*

NO

## **Other**

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

NO

### ***PLEASE NOTE:***

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

This statement is made the 24 March 2026

Amy Watts  
Senior Development Support Officer

**AUTHORISED OFFICER**

Account Number 13 33710 57 4	L.T.O Reference CT6215133	Date of issue 25/3/2026	Agent No. 7627	Receipt No. 2766566
---------------------------------	------------------------------	----------------------------	-------------------	------------------------

FORM 1 ON FROME  
LEVEL 1 147 FROME ST  
ADELAIDE SA 5000  
info@form1onfrome.com.au

Section 7/Elec

## Certificate of Water and Sewer Charges & Encumbrance Information

### Property details:

Customer: P & J A AYLWARD  
Location: U3 10 BROWNING CT MCLAREN VALE LT3 C41499  
Description: L Capital Value: \$ 510 000  
Rating: Residential

### Periodic charges

Raised in current years to 31/3/2026

			\$
	Arrears as at: 30/6/2025	:	0.00
Water main available: 1/7/2019	Water rates	:	246.90
Sewer main available:	Sewer rates	:	0.00
	Water use	:	0.00
	SA Govt concession	:	0.00
	Recycled Water Use	:	0.00
	Service Rent	:	0.00
	Recycled Service Rent	:	0.00
	Other charges	:	0.00
	Goods and Services Tax	:	0.00
	Amount paid	:	164.60CR
	Balance outstanding	:	82.30

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

Next quarterly charges: Water supply: 82.30 Sewer: 0.00 Bill: 3/6/2026

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

The last Water Use Year ended on 22/05/2025.

A sewer main is not available to this property.

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: P & J A AYLWARD      Water & Sewer Account      Acct. No.: 13 33710 57 4      Amount: \_\_\_\_\_

Address:  
U3 10 BROWNING CT MCLAREN VALE  
LT3 C41499

---

### Payment Options

**EFT**

EFT Payment

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	1333710574



Bill code: 8888  
Ref: 1333710574

Telephone and Internet Banking — BPAY®

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



Paying online

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



Paying by phone

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

SA Water account number: 1333710574



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: 2766566

FORM 1 ON FROME  
L1/147 FROME ST  
ADELAIDE SA 5000

**DATE OF ISSUE**

24/03/2026

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

<b>OWNERSHIP NUMBER</b>	<b>OWNERSHIP NAME</b>			
12057944	P & J A AYLWARD			
<b>PROPERTY DESCRIPTION</b>				
U3 10 BROWNING CT / MCLAREN VALE SA 5171 / LT 3 C41499				
<b>ASSESSMENT NUMBER</b>	<b>TITLE REF.</b> <small>(A "+" indicates multiple titles)</small>	<b>CAPITAL VALUE</b>	<b>AREA / FACTOR</b>	<b>LAND USE / FACTOR</b>
1333710574	CT 6215/133	\$510,000.00	R4 1.000	VA 0.300
<b>LEVY DETAILS:</b>				
	<b>FIXED CHARGE</b>	\$	50.00	
	<b>+ VARIABLE CHARGE</b>	\$	129.40	
	<b>- REMISSION</b>	\$	29.05	
	<b>- CONCESSION</b>	\$	0.00	
	<b>+ ARREARS / - PAYMENTS</b>	\$	-150.35	
	<b>= AMOUNT PAYABLE</b>	\$	0.00	
<b>FINANCIAL YEAR</b>				
2025-2026				

**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** 22/06/2026



**Government of South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



Emergency Services Funding Act 1998

# CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

**PAYMENT REMITTANCE ADVICE**

**No payment is required on this Certificate**

**OFFICIAL: Sensitive**

**Please Note:**

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

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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




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

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

For more information:

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

**PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW**

 <p><b>Billers Code: 456285</b> <b>Ref: 7016077112</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p><b>To pay via the internet go to:</b> <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p>	 <p>Send your cheque or money order, made payable to the <b>Community Emergency Services Fund</b>, along with this <b>Payment Remittance Advice</b> to: <b>Please refer below.</b> <b>Revenue SA</b> <b>Locked Bag 555</b> <b>ADELAIDE SA 5001</b></p>
--	---	---

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



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

ABN 19 040 349 865  
Land Tax Act 1936

# CERTIFICATE OF LAND TAX PAYABLE

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

PIR Reference No: 2766566

DATE OF ISSUE

24/03/2026

FORM 1 ON FROME  
L1/147 FROME ST  
ADELAIDE SA 5000

**ENQUIRIES:**

Tel: (08) 8372 7534

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

**OWNERSHIP NAME**

P & J A AYLWARD

**FINANCIAL YEAR**

2025-2026

**PROPERTY DESCRIPTION**

U3 10 BROWNING CT / MCLAREN VALE SA 5171 / LT 3 C41499

**ASSESSMENT NUMBER**

1333710574

**TITLE REF.**

(A "+" indicates multiple titles)

CT 6215/133

**TAXABLE SITE VALUE**

\$510,000.00

**AREA**

0.0921 HA

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

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

**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**

**22/06/2026**



**Government of  
South Australia**

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



RevenueSA

DEPARTMENT OF TREASURY AND FINANCE

Land Tax Act 1936

# CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

**No payment is required on this Certificate**

**Please Note:**

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

This Certificate is only valid for the financial year shown.

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

Payment should be made as part of the settlement process.

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

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

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

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

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

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




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

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

For more information:

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

**PAYMENT OPTIONS FOR THIS CERTIFICATE SHOWN BELOW**

 <p><b>Billers Code: 456293</b> <b>Ref: 7016077021</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <a href="http://www.bpay.com.au">www.bpay.com.au</a> © Registered to BPAY Pty Ltd ABN 69 079 137 518</p>	 <p><b>To pay via the internet go to:</b> <a href="http://www.revenuesaonline.sa.gov.au">www.revenuesaonline.sa.gov.au</a></p>	 <p>Send your cheque or money order, made payable to the <b>Commissioner of State Taxation</b>, along with this <b>Payment Remittance Advice to:</b> <b>Please refer below.</b> <b>Revenue SA</b> <b>Locked Bag 555</b> <b>ADELAIDE SA 5001</b></p>
--	---	--

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

**FORM 1 ON FROME**  
LEVEL 1, 147 FROME STREET  
ADELAIDE SA 5000  
EMAIL: INFO@FORM1ONFROME.COM.AU



**VENDOR:** AYLWARD  
**ADDRESS:** UNIT 3, 10 BROWNING COURT MCLAREN VALE

**LOT ENTITLEMENT:** 1240/10,000  
**COMMUNITY PLAN:** 41499

## COMMUNITY CORPORATION STATEMENT

The following details are required to be provided pursuant to the Community Titles Act 1996. Please answer the following questions and provide the additional information if applicable (if any of these questions or statement are not applicable, please answer *NOT APPLICABLE*): -

- a) Has any amendment been made to the Community Corporation By-laws? **YES | NO**  
*If yes, please provide details:*
- b) Has the Community Corporation passed any resolution(s) authorising or sanctioning any act on the part of any person which otherwise would be contrary to or inconsistent with the said By-laws? **YES | NO**  
*If yes, please provide details.*
- c) Is any occupier of any Lot in the said plan presently in breach of the Community Titles Act or said By-laws with respect to that person's Lots? **YES | NO**  
*If yes, please provide details:*

### 1. FINANCIAL DETAILS

- a) Is there a maintenance/sinking fund? **YES | NO**  
*If Yes, Please complete the Maintenance Contribution as below:*

**Funds are maintained and managed through one account due to the small value of funds levied. An amount of \$450 per lot is raised annually. There are 8 lots in the Corporation.**

Amount Payable by the Said Unit: \$450 Per year Paid to 31/ 10/ 2026.

- ~~b) Is there an administration fund? **YES | NO**  
*If Yes, Please complete the Administration Contribution as below:*~~

~~Amount Payable by the Said Unit: \$ \_\_\_\_\_ Per \_\_\_\_\_ Paid to \_\_\_/\_\_\_/20\_\_~~

~~Total Amount Payable by all Unit owners: \$ \_\_\_\_\_ Per \_\_\_\_\_ Paid to \_\_\_/\_\_\_/20\_\_~~

c) Arrears for the said unit are as follows: **\$0**

Admin Fund: \$ \_\_\_\_\_ Interest: \$ \_\_\_\_\_

Sinking Fund: \$ \_\_\_\_\_ Other Arrears: \$ \_\_\_\_\_

**TOTAL ARREARS ARE:** \$ \_\_\_\_\_ as at \_\_\_\_/\_\_\_\_/\_\_\_\_. Next contribution due: \_\_\_\_/\_\_\_\_/\_\_\_\_

d) Total Arrears for the corporation are as follows: **\$0**

Admin Fund: \$ \_\_\_\_\_ Interest: \$ \_\_\_\_\_

Sinking Fund: \$ \_\_\_\_\_ Other Arrears: \$ \_\_\_\_\_

**TOTAL ARREARS ARE:** \$ \_\_\_\_\_ as at \_\_\_\_/\_\_\_\_/\_\_\_\_.

**2. FINANCIAL STATEMENT OF THE COMMUNITY TITLE**

The Corporation's funds are maintained in a bank account at: **ANZ**  
The fund currently stands to the credit of: **\$4,296.89**

Administration Fund: \$ \_\_\_\_\_

Sinking Fund: \$ \_\_\_\_\_ (for future projects)

**3. AMOUNTS CLAIMED TO REMEDY A BREACH**

The amount at present recoverable by the corporation in respect of the said Lot to remedy a breach or to undertake certain works to the Lot pursuant to the Community Titles Act 1996 is \$0

**4. WORK PERFORMED AND CHARGEABLE TO THE SUBJECT LOT**

~~Certain works have been carried out for the benefit of the Lot pursuant to the Community Titles Act 1996 and as a result the said Lot owes an amount of \$ \_\_\_\_\_ to the Corporation~~

**OR**

\*There is no amount recoverable by the corporation in respect of the said Lot pursuant to the Community Titles Act 1996.

**5. FUTURE LEVIES**

\*The corporation has already or is about to commence certain works or repairs and as result the owner of the said Lot will be required to contribute.

\*The estimated amount of such expenditure is **\$0**

\*The general nature of such repairs or works is **N/A**

**6. ASSETS AND LIABILITIES OF THE CORPORATION – Nil**

<b>ASSETS</b>	<b>LIABILITIES</b>

<u>Item</u>	<u>Value</u>	<u>Creditor</u>	<u>Amount</u>
	\$		\$
<b>Total</b>	\$		\$
<b>Surplus/Deficiency</b>			\$

**7. UNAUTHORIZED STRUCTURAL WORK**

\*There is no breach of the Community Titles Act 1996.

OR

~~\*The owner of this Lot is in breach of the Community Titles Act 1996 and in particular the following works have been undertaken without the authorisation of the Community Corporation~~

**8. Details of Community Corporation Insurance**

How much is the Insurance per year? **\$929.84**

9. ~~Water use to be paid by \*Corporation / Owner;~~ **Or each lot has a separate meter.** ( please circle)

Is the Insurance shared equally between each unit/house owner? **YES | NO**

**Please provide a current copy of the Certificate of Currency of Insurance**

In accordance with the Community Titles Act 1996, the Common Property must be insured as set out in the By-laws. (Public Liability of not less than \$10million and general damages cover for not less than \$20,000.00). The Common Property Insurance is to be in the name of "Community Corporation No. Inc.".

**10. Please provide a copy of the following (if available):**

- a) Minutes of general meetings of the Corporation for the last two (2) years; **Attached**
- b) Minutes of management committee meetings of the Corporation for the last two (2) years; **N/A**
- c) Details of any 'special resolution' or 'unanimous resolution' affecting the lot or common property passed during the last five (5) years; **N/A**
- d) Statement of Accounts of the Corporation last prepared; **Attached**
- e) Insurance Policy(ies) currently in force by the Corporation;  
**Attached**

Any other information relevant to the Corporation.

**NEXT ANNUAL GENERAL MEETING IS DUE TO BE HELD: March 2027**

Dated **27 March 2026**

Signed: 

**Name: Jacqueline Carroll**

*Person authorized to sign on behalf of the Community Corporation*

*In the Capacity as Treasurer*

# Community Corporation 41499

**Time and Date:** 2pm, Saturday 7 December 2024

**Venue:** 6/10 Browning Court, McLaren Vale

**Attendees in person:** Jackie and Des Carroll (Lot 2), Alaina Bell and Trent Lambert (Lot 4), Jadwiga and Jerry Slomka (Lot 5), Ruth and Jim Hudson (Lot 6), Desia and Bill Eagar (Lot 8).

**Invitees via mobile** Mary-Anne and Simon Latchford (Lot 7) for initial part of meeting.

**Apologies:** Lesley and Murry Robinson (Lot 1).

## **Minutes:**

Chair: Jacqueline Carroll (Treasurer)

### 1. Welcome, introduction and apologies

- Ruth and Jim were thanked for hosting the meeting at their home.
- The group welcomed new members Desia and Bill Eagar.
- Jackie provided an overview of the legislative requirements concerning the management of our Community Corporation and suggested all members have a look at the Legal Services Commission SA website which covers this well. LSC SA has also developed a useful guide for Community Corporations.

**Action:** Jackie to email 'Legal Services Commission SA Community Titles: A Legal Guide' to the group.

### 2. Confirmation of minutes from Annual General Meeting held 15 May 2021

- Previous minutes confirmed by Jadwiga and seconded by Alaina.

### 3. Nomination of Presiding Officer, Secretary and Treasurer

- Jackie explained the roles and responsibilities associated with each of the positions. Currently only the Treasurer position is formally occupied (Jackie), supported by Trent having access to the Community Corporation bank account. Over the years however Alaina, when managing the septic tank issues with the Council, and Jadwiga when organising the gardeners had each effectively performed as Corporation Secretary.
- Ruth/Jim volunteered to act as Presiding Officer for the next meeting.
- Jackie volunteered to continue as Treasurer if no one else wished to take the position.
- A permanent Secretary could not be found at the meeting.
- The group discussed the possibility of engaging the services of a body corporate management agency to provide guidance and assistance, noting this would not negate the requirement for each of the three positions to be occupied by members of the corporation.

**Action:** Trent to investigate the option of engaging a management agency, including obtaining quotes for service.

### 4. Delegation of functions and powers of the corporation

- This item to be held over until the next meeting pending the outcome of Trent's enquiries into the use of a management agency.

# Community Corporation 41499

## 5. Driveway maintenance

- Jim and Ruth proposed using 'working bees' to maintain the garden along the common driveway and advised they were happy to coordinate it. In the past the Corporation has hired a gardener to trim the bushes, however it's been over a year since they were last attended to.
- The majority of the group thought this was a good idea and volunteered to help. Desia and Bill committed to starting with the bushes closest to their house.
- It was noted that some in the group were not always available to assist, with many members travelling during the winter months and others with work and child-minding responsibilities. It was agreed that these members could contribute by making their green bins available for clippings. In addition, Ruth advised that Mary-Ann and Simon had a property in Yundi and that they were happy for green waste to be unloaded there, if required.
- There are a few dead bushes along the driveway, and gaps without shrubs. The group agreed that the dead bushes be replaced with new ones and the gaps filled with these also.
- Ruth advised that Mary-Ann knows a plant wholesaler who can supply the bushes needed and that she and Jim will organise the purchase of some plants with Mary-Ann.
- The issue of payment was raised, with Jackie suggesting that invoices for the new plants be sent to her for payment from the Community Corporation bank account. Detailed and complete records must be kept of all financial transactions and must be traceable, therefore the use of invoicing is the best mechanism for procurement.

**Action:** Ruth/Jim to coordinate a 'working bee' to tidy up the bushes along the common driveway.

**Action:** Desia and Bill to start pruning the bushes next to their property – **complete**.

**Action:** Jim/Ruth/Mary-Ann to organise purchase of new plants.

## 6. Storm water area

- The storm water area mitigates flooding and is common property. It's currently very overgrown. The group identified this as an area that needed attention by a professional gardener rather than by members as part of a 'working bee' due to the risk posed by snakes that inhabit the area.
- Jim/Ruth agreed to obtain gardening quotes and circulate to the group for consideration and endorsement.

**Action:** Ruth/Jim to obtain gardener quotes and to email these to members.

## 7. Presentation of accounts (2023/24 financial year)

- Jackie talked to the Statement of Income and Expenditure previously circulated to members via email on 16 August 2024.

## 8. Corporation fees and forward budget

- Jackie described the requirement to hold funds for both recurrent and non-recurrent expenditure. These should be retained in an administrative fund and sinking fund respectively. At the moment, given the relatively small value of contributions raised, all funds are held in one single account. Jackie proposed contacting ANZ for advice around splitting the funding.
- The current community corporation fee of \$400/annum was set in 2021 and has not changed
- Members discussed raising the fee to \$450 commencing October 2025. All members attending the meeting agreed to this increase.
- Jim queried whether a proportion of the corporation funds could be held in an interest-bearing account thereby providing an additional source of income.

# Community Corporation 41499

- Jackie advised of the requirement to develop a forward budget for non-recurrent funding. This will be drafted once the sinking fund has been established and be presented at the next annual general meeting for review and endorsement.

**Action:** Jackie to seek assistance from ANZ to create an administrative and sinking fund within the Community Corporation bank account.

**Action:** Jim to make enquiries relating to the applicability of bank interest as a source of income for community corporations.

**Action:** Jackie to draft the forward budget once the sinking fund has been established by ANZ.

## 9. Insurance (common property and fidelity guarantee)

- Jackie circulated insurance documentation with the meeting papers (and via email on 1 Nov 2024 seeking feedback on the policy terms and conditions prior to acceptance of the Certificate of Currency).
- There were no concerns raised by the group at either the meeting or via the email request for feedback.

## 10. Register of lot owners

- A register with details of each lot owners name, telephone number and email address is required for the corporation.

**Action:** Jackie to circulate via email a template for completion by each owner. Once complete, the information will be provided to everyone.

## 11. Any other business

- Jadwiga asked whether the corporation was responsible for half the costs of a fence between the storm water area (common property) and her and Jerry's property. While this seemed reasonable to most of the group, no one could provide a definitive answer. Alaina did mention however that her and Trent's property also has a boundary with common property and that the developer Nick Crawford contributed 50% of the costs for their boundary fence.

**Action:** Jadwiga to make enquiries relating to the responsibility for costs on fences on the boundary between common property and lot owner property – **complete**.

*Note: If the fence is between common property and your lot, or between common property and a neighbour who is not part of the scheme then the corporation will own half of the fence and be responsible for negotiating with you or the neighbour (Reference - Legal Services Commission, Community Titles, Common questions and answers at <https://www.lawhandbook.sa.gov.au/ch23s07s02s20.php> )*

## 12. Date of next meeting

- The next annual general meeting will be held early October 2025.

Meeting ended: 3.30pm

Prepared by:  
Jacqueline Carroll (Lot 2)  
9 January 2025

# Community Corporation 41499

Meeting held 11.00, Sunday 1st March 2026 at 6/10, Browning Court, McLaren Vale

Those attending; Dave and Gill Greenslade, (lot 1), Des and Jackie Carroll (lot 2), Trent Lambert and Alaina Bell (lot 4), Jerry and Jadwiga Slomka (lot 5), Jim and Ruth Hudson (lot 6), Derek and Marlene Lobban (lot 7), Bill and Desia Eagar (lot 8)

## Minutes:

Hosts and Presiding Officers, Jim and Ruth (appointees as per last Community corp. meeting)

### 1. Welcome

- Welcome to all attendees and brief introductions, established residents made special welcome to the first time residents Dave and Gill, and Derek and Marlene.
- Jackie (Treasurer) was invited to give an overview of what was required of Community Corporations and the roles that were obliged to be taken, namely, Chairperson, Secretary and Treasurer. Jackie added that a person could hold two of those positions at the same time if not enough volunteers were forthcoming.
- She also felt that as she had been the Treasurer from the inception of this Community Corporation it was time for her to pass on the responsibility of the role to another member.
- Ruth mentioned that her and Jim were moving on later in the year and felt they were not going to be able to continue as Chairperson.

### 2. Confirmation of previous meeting minutes and action list review

- Confirmation of minutes from last AGM held 7th December 2024
- Previous minutes confirmed by Des and seconded by Jadwiga
- There followed a review of the matters raised in those minutes.
- Jackie confirmed that as agreed she had emailed the previous attendees the guide to Community titles and felt it was written, in her opinion, in everyday language.
- Trent updated the meeting on his efforts to consider engaging a management agency to advise on the running of our Community Corporation and costs involved. Despite contacting three such agencies there was no response. There followed a brief discussion and the general consensus was we were

probably too small a concern to justify any costs involved even if we found someone prepared to take on the role. Consequently it was agreed by all that we should continue as we are.

- Ruth stated the working bee arranged for the shared driveway had been conducted and those that were able to assist did so by removing the remains of the cuttings in their green bins.
- Jim updated on the proposal to re-plant the gaps in the driveway boundary and unfortunately the purchase from a wholesaler did not happen. A brief discussion then took place and it was generally considered not a priority. When any shrubs were planted it was felt natives would be the best bet as they would hopefully establish quickly and require less watering.
- Ruth stated the action to obtain quotes for the upkeep of the storm water area was carried out by Jadwiga and herself. A gardener had been engaged as a one off contract and was halfway through the job, no monies had as yet been paid but was within the budget. A discussion then took place with regard to having a more permanent solution to the issue and it was felt more regular maintenance was needed. Jerry requested that whatever was arranged could Sundays not be a day that any work was done.
- Jackie gave an update on the proposal of having two accounts with ANZ, a recurrent fund and a sinking fund, after consulting with the bank it was felt that things should remain as they are.
- Jim stated that the enquiry into whether a proportion of the funds should be placed in a higher interest account was not feasible given the relatively small return it might attract. The attendees agreed.

### 3. 2024/2025 Financial Report.

Current Treasurer Jackie briefly updated the meeting on the current financial position and confirmed she had emailed a statement/report to everyone.

### 4. Nomination of Corporation positions

- Brief discussion on roles, vacant positions of Chairperson, Treasurer and Secretary required.
- Derek volunteered for the position of Chairperson and Treasurer there being no other nominee he was duly appointed by a show of hands.
- Alaina volunteered to take on the role of Secretary, something she had been doing unofficially for a few years. Once again no other nominee so Alaina was duly appointed.

### 5. On going Gardening/Maintenance of Shared areas.

- A discussion took place on whether a gardener should be employed to provide regular maintenance of the storm water area, the driveway and front area (by the electrical meters) rather than engage someone every year or so. The consensus seemed to indicate regular maintenance was the preferred way forward.
- Ruth stated the gardener (Andrew), doing the current work, was of the opinion a quarterly visit by someone should be sufficient to ensure the areas were kept in good order. Andrew estimated a contractor would probably ask around \$450/400 a quarter to do such work.
- Trent offered to do the garden maintenance for a similar fee. He mentioned that he had done some work previously with Nick, the owner of the block, before the subdivision and felt it was something he would be able to do.
- Dave volunteered to maintain the front area by the meter box for free once the house was built and he and Gill had moved in.

## 6. Council/ Bin Collection

- Ruth outlined the current situation of the Cul de Sac bin collection and her ongoing efforts with the Council over where our bins should be located on collection day. Jadwiga and Jackie also discussed that they had both been involved with the council on the same issue. It's was noted that the area designated by council had finally been cleared but the ground was very sloped and uneven and was far from ideal.
- It was suggested during this discussion that each home should contact the council representative Ruth had been dealing with in the hopes that a unanimous complaint might result in an acceptable resolution.
- Ruth agreed to forward the details to the Secretary for her to send to each household.

## Any Other Business.

- Jadwiga highlighted to the meeting a problem with the cul de sac light close to homes 4 and 5. The lamp which is flickering at night is now being a problem for them.
- Alaina and Marlene both said they had seen the light flickering and felt the problem should be addressed.
- Trent added that he understood the lights had a ten year warranty and that Nick, the previous owner would have some paperwork and contact number we could use to resolve the issue and hopefully involve zero cost. Trent agreed to contact Nick and find out if there was something he could do to help.
- Jackie informed the meeting that she had enquired about where future meetings might be held rather than relying on volunteers using their own homes. It was suggested the Hub at Willunga was a community venue that could be hired at an

hourly rate of \$23 and would be ideal for future meetings. The meeting was unanimous in favour of the idea.

Meeting concluded 12.30pm  
Prepared by Jim and Ruth Hudson

# Community Corporation # 41499

## Statement of income and expenditure

Period 1 July 2024 to 30 June 2025

### Income (GST inclusive)

---

Contribution from lot owners (8)	\$	3,200.00	
Total Income			\$ 3,200.00

### Expenses (GST inclusive)

---

Retaining and Drainage Solutions (Fencing)	\$	1,699.50	
Insurance	\$	897.96	
Total Expenses			\$ 2,597.46

### Carried forward from 30 June 2024

---

Carry forward amount			\$ 2,453.94
----------------------	--	--	-------------

### Balance at 30 June 2025

---

Net position - Surplus/(Deficit)			\$ 3,056.48
----------------------------------	--	--	-------------



Level 13, 431 King William Street  
Adelaide SA 5000

## Certificate of Currency

### CHU Community Association Insurance Plan

<b>Policy No</b>	<b>CAH0006033</b>
<b>Policy Wording</b>	CHU COMMUNITY ASSOCIATION INSURANCE PLAN
<b>Period of Insurance</b>	05/11/2025 to 05/11/2026 at 4:00pm
<b>The Insured</b>	COMMUNITY CORPORATION NO. 41499 INC.
<b>Situation</b>	10 BROWNING COURT MCLAREN VALE SA 5171

---

### Policies Selected

#### Policy 1 – Community Property

Community property: \$131,458  
Community income: \$19,718  
Common area contents: \$0

#### Policy 2 – Liability to Others

Limit of liability: \$20,000,000

#### Policy 3 – Voluntary Workers

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

#### Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

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

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.

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

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

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

Date Printed

08/10/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM563 - 1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

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

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

## Buyers information notice

### Prescribed notice to be given to purchaser

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

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

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

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

#### Safety

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

## Enjoyment

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

## Value

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

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

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

**IMPORTANT NOTICE**  
**SMOKE ALARM LEGISLATION**

Legislation relating to smoke alarms came into force on the 1<sup>st</sup> day of February 1998.

- If the home you are purchasing was built on or after the 1<sup>st</sup> of January 1995, then it should already have an operational mains powered smoke alarm installed. If not, it is the responsibility of the vendor to install it prior to settlement at the vendor's cost.
- If the home was built prior to the 1<sup>st</sup> of January 1995, but purchased by the vendor on or after 1<sup>st</sup> February 1998, then it should already have either an operational mains powered smoke alarm installed, or one powered by 10 year life, non-replaceable, non-removeable permanently connected batteries. Again, it is the responsibility of the vendor to install such an alarm prior to settlement, and at the vendor's cost.
- In all other cases, the home you are buying must have at least, a battery operated smoke alarm which you are required to upgrade to mains power (or an alarm fitted with 10 year life, non-replaceable, non-removeable permanently connected batteries) within six months of the date of purchase. It is recommended that at least one smoke alarm be installed on each floor of a multi storey dwelling.

The smoke alarms must be installed by a licensed electrician and must comply with the Australian Standard. A maximum penalty of \$750.00 for a breach of the legislation applies.

Besides this penalty, there is also a risk that damage caused by fire to a dwelling, which does not have a smoke alarm installed as required under the legislation, may not be covered by insurance.

\*\*\*\*\*